

**Online via Zoom and In Person at
Tumwater City Hall, Council Chambers,
555 Israel Rd. SW, Tumwater, WA 98501**

**Tuesday, February 03, 2026
7:00 PM**

- 1. Call to Order**
- 2. Roll Call**
- 3. Flag Salute**
- 4. Public Comment:** (for discussion of items not having a public hearing on tonight's agenda)
- 5. Consent Calendar:**
 - a.** Approval of Minutes: City Council, January 20, 2026
 - b.** Payment of Vouchers (Finance Department)
 - c.** Resolution No. R2026-002, Thurston County Hazardous Waste Management Plan (Public Works Committee)
 - d.** Project Review Reimbursable Agreement with WSDOT for the Trosper Road Interchange Project Amendment No. 2 (Public Works Committee)
 - e.** 2025-2027 Stormwater Capacity Grant Agreement with the Department of Ecology (Public Works Committee)
 - f.** Capital Area Regional Public Facilities District Board of Directors Reappointment of Chris Leicht (Executive Department)
- 6. Public Hearings:**
 - a.** Resolution No. R2026-003, In Support of Tumwater School District Replacement Safety, Technology, & Capital Improvements Levy (Executive Department)

**PROPOSITION NO. 1
TUMWATER SCHOOL DISTRICT NO. 33
REPLACEMENT SAFETY, TECHNOLOGY AND CAPITAL IMPROVEMENTS LEVY**

The Board of Directors of Tumwater School District No. 33 adopted Resolution No. 05-25-26, authorizing a replacement levy to continue support for educational programs. This proposition would authorize the District to levy the following excess taxes, replacing an expiring levy, on all taxable property within the District, for educational programs and operations not fully funded by the State (including special education, nurses, counselors, safety staff, graduation readiness, career/technical, athletics, extracurricular activities):

| <u>Collection Year</u> | <u>Estimated Levy Rate/\$1,000 Assessed Value</u> | <u>Maximum Levy Amount</u> |
|------------------------|---|--------------------------------|
| 2027 | \$.53 | \$5,900,000 |
| 2028 | \$.53 | \$6,200,000 |
| 2029 | \$.70 | \$8,500,000 |
| 2030 | \$.72 | \$9,000,000 |
| 2031 | \$.73 | \$9,500,000 |
| 2032 | \$.74 | \$10,000,000 |

all as provided in Resolution No. 05-25-26. Should this proposition be approved?

Yes

No

7. Council Considerations:

- a. Resolution No. R2026-001, Updating Greenhouse Gas Emission Reduction Targets (Public Works Committee)
- b. Salish Landing County Amendment Letter (Council Work Session)
- c. Purchase Agreement with Champion Homes Center for T-2 Fire Station Temporary Housing (Public Works Committee)

8. Committee Reports

- a. Public Health and Safety Committee (Peter Agabi)
- b. General Government Committee
- c. Public Works Committee (Angela Jefferson)
- d. Budget and Finance Committee (Leatta Dahlhoff)

9. Mayor/City Administrator's Report

10. Councilmember Reports

11. Executive Session:

- a. Real Estate Acquisition pursuant to RCW 42.30.110(1)(b)

12. Any Other Business

13. Adjourn

Hybrid Meeting Information

The public are welcome to attend in person, by telephone or online via Zoom.

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As an alternative, prior to the meeting, the public may submit comments by sending an email to council@ci.tumwater.wa.us, no later than 5:00 p.m. on the day of the meeting. Comments are submitted directly to the Mayor and City Councilmembers and will not be read individually into the record of the meeting.

Post Meeting

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Accommodations

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MEETING MINUTES

TUMWATER CITY COUNCIL

January 20, 2026



CONVENE: 7:00 p.m.

PRESENT: Mayor Leatta Dahlhoff and Councilmembers Peter Agabi, Angela Jefferson, Meghan Sullivan, Eileen Swarthout, Kelly Von Holtz and Brandon Weedon.

Excused: Councilmember Joan Cathey

Staff: Staff: City Administrator Paul Simmons, City Attorney Karen Kirkpatrick, Acting Police Chief Carlos Quiles, Jr., Fire Chief Brian Hurley, Assistant Fire Chief Shawn Crimmins, Finance Director Troy Niemeyer, Information Technology Director Lance Inman, Transportation & Engineering Director Brandon Hicks, Communication Director Jason Wettstein, Parks & Recreation Director Chuck Denney, Water Resources & Sustainability Director Dan Smith, Sergeant Danielle Dawson, Lieutenant Bryent Finch, Battalion Chief James Osberg, Firefighter Andrew Weinstein and Deputy City Clerk Tracie Core.

SPECIAL ITEMS:

**SWEARING IN OF
BRANDON WEEDON
TO COUNCIL
POSITION NO. 1:** Mayor Dahlhoff introduced and administered the oath of office to Brandon Weedon who would be serving in Council Position No. 1.

**FIREFIGHTER OF THE
YEAR:** Chief Hurley presented the Firefighter of the Year award to Firefighter/Paramedic Andrew Weinstein, with Battalion Chief Osberg sharing remarks on the reasons for his selection.

**INTRODUCTION OF
SERGEANT DANIELLE
DAWSON &
LIEUTENANT BRYENT
FINCH:**

PUBLIC COMMENT: No public comment was given.

**CONSENT
CALENDAR:**

- a. Approval of Minutes: City Council Meeting, January 6, 2026
- b. Approval of Minutes: City Council Special Meeting, January 10, 2026
- c. Payment of Vouchers
- d. 2026 Long Range Planning Work Program
- e. Affiliation Agreement with Tacoma Community College for Training
- f. Service Provider Agreement with ICF Jones & Stokes, LLC for the Habitat Conservation Plan - Phase 3 Amendment 1
- g. Service Provider Agreement with HDR Engineering for the Tumwater Boulevard Northbound I-5 On/Off Ramp Intersection - Amendment No. 1 - **Pulled**

MOTION:

Councilmember Sullivan, moved, seconded by Councilmember Von Holtz, to approve the Consent Calendar with item “g” Service Provider Agreement with HDR Engineering for the Tumwater Boulevard Northbound I-5 On/Off Ramp - Intersection Amendment No. 1 removed. Motion carried unanimously as amended.

**CONSENT
CALENDAR:**

- a. Service Provider Agreement with HDR Engineering for the Tumwater Boulevard Northbound I-5 On/Off Ramp Intersection - Amendment No. 1

MOTION:

Councilmember Swarthout, moved, seconded by Councilmember Von Holtz, to approve item “a” Service Provider Agreement with HDR Engineering for the Tumwater Boulevard Northbound I-5 On/Off Ramp Intersection - Amendment No.1. Motion carried. Councilmember Sullivan abstained.

COMMITTEE REPORTS:

PUBLIC HEALTH & SAFETY:

Peter Agabi

The committee met on January 18, 2026, and discussed the following items:

- Affiliation Agreement with Tacoma Community College for Training
- Challenges/Opportunities for unhoused individuals in Tumwater

GENERAL GOVERNMENT:

The committee met on January 14, 2026, and discussed the following item:

- Service Provider Agreement with ICF Jones & Stokes for the Habitat Conservation Plan – Phase 3 Amendment 1

PUBLIC WORKS:

Eileen Swarthout

The committee will meet on Thursday, January 22, 2026, and will discuss the following items:

- Project Review Reimbursable Agreement with WSDOT for the Trosper Road Interchange Project
- Amendment No. 2
- 2025-2027 Stormwater Capacity Grant Agreement with the Department of Ecology
- Resolution No. R2026-001, Updating Greenhouse Gas Emission Reduction Targets
- Resolution No. R2026-002, Thurston County Hazardous Waste Management Plan
- Purchase Agreement with Champion Homes Center for T-2 Fire Station Temporary Housing

BUDGET & FINANCE:

Leatta Dahlhoff

The next meeting of the Budget and Finance Committee will be on February 27, 2026.

MAYOR/CITY ADMINISTRATOR's REPORT:

Mayor Dahlhoff attended the Reverend Dr. Martin Luther King, Jr. County Wide Celebration with Council and staff on Monday, January 19, 2026.

Administrator Simmons shared that the Equity Commission Advisory Board is now open, with applications available on our website. The first round of interviews will take place in mid-March. He also mentioned that the Second Avenue Pedestrian and Bicycle Improvement project has begun. Lastly, Tumwater was recognized as a Well City and will continue to receive discounted rates for health benefits.

COUNCILMEMBER REPORTS: Councilmembers Agabi, Jefferson, Sullivan, Swarthout and Von Holtz gave reports.

Councilmember Weedon had nothing to report.

ADJOURNMENT: **With there being no further business, Mayor Dahlhoff adjourned the meeting at 8:13 p.m.**

Prepared by Deputy City Clerk, Tracie Core

TO: City Council
 FROM: Doug Sampson, Accounting Technician
 DATE: February 03, 2026
 SUBJECT: Payment of Vouchers

1) Recommended Action:

Staff are seeking City Council ratification of:

- January 16, 2026, payment of Eden vouchers 174823 to 174830 in the amount of \$2,014.95; payment of Enterprise vouchers 188975 to 189052 in the amount of \$885,253.90 and electronic payments 906639 to 906670 in the amount of \$1,450,185.69
 Wire payments in the amount of \$308,698.81
- January 23, 2026, payment of Eden vouchers 174831 to 174833 in the amount of \$749.09; payment of Enterprise vouchers 189053 to 189108 in the amount of \$451,972.47 and electronic payments 906671 to 906700 in the amount of \$1,427,081.08
 Wire payments in the amount of \$428,875.03

2) Background:

The City pays vendors monthly for purchases approved by all departments. The Finance Director has reviewed and released the payments as certified on the attached Exhibit(s). The full voucher listings are available upon request from the Deputy Finance Director. The most significant payments* were:

| Vendor | | |
|---------------------------------|------------|--|
| ICF Jones and Stokes, Inc | 29,466.45 | HCP Service Provider Dec 2025 |
| Lia Bender Hartman | 21,058.96 | Aug, Sept & Oct rent/leasehold excise tax refund |
| Olympic Region Clean air Agency | 26,865.66 | Per Capita assessment for 2026 |
| TCF Architecture, PLLC | 48,762.50 | City Ops and Maint |
| Thurston County | 71,772.02 | 4 th Qtr 2025 public defense services |
| LOTT Wastewater Alliance | 676,423.19 | Dec 2025 LOTT Collections |
| Shea Carr 7 Jewell, Inc. | 220,034.22 | Deschutes Valley Trail 11/2025 – 12/2025 |
| CDW LLC | 41,230.57 | Core Switches 2025 |
| RH2 Engineering, Inc | 47,095.50 | SE Reservoir Services through Nov 23, 2025 |
| Stantec Consulting SVCS, Inc. | 27,871.25 | Pioneer Park Restoration PH1 |
| WA ST Employment Security Dept | 20,562.26 | Q4 2025 UI Tax Billing |
| Bobbie & Amanda's Cleaning SVC | 25,178.57 | December Janitorial Services |
| Clary Longview, LLC | 54,221.81 | 2026 Ford Police Utility. Police 26-168 |

| Vendor | | |
|-------------------------------|------------|---|
| Clary Longview, LLC | 54,221.81 | 2026 Ford Police Utility. Police 26-169 |
| Clary Longview, LLC | 54,221.81 | 2026 Ford Interceptor. Police 26-128 |
| WA Cities Insurance Authority | 956,087.00 | 2026 Tumwater Insurance |

* Includes vouchers in excess of \$20,000, excluding routine utility payments.

3) Policy Support:

- Strategic Priorities & Goals 2026-2032: Tumwater Excellence – Be good stewards of public funds by following sustainable financial strategies.

4) Alternatives:

- Ratify the vouchers as proposed.
- Develop an alternative voucher review and approval process.

5) Fiscal Notes:

The vouchers are for appropriated expenditures in the respective funds and departments.

6) Attachments:

- A. Exhibit A – Payment of Vouchers – Review and Approval
- B. Exhibit B – Payment of Vouchers – Review and Approval

EXHIBIT "A"

I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered, or the labor performed as described herein and that the claim is a just, due and unpaid obligation against the City of Tumwater, and that I am authorized to authenticate and certify to said claim.

Enterprise ERP

Voucher/Check Nos 188975 through 189052 in the amount of \$885,253.90

Electronic payment Nos 906639 through 906670 in the amount of \$1,450,185.69

Wire payments in the amount of \$308,698.81

Eden

Voucher/Check Nos 174823 through 174830 in the amount of \$2,014.95

Douglas Sampson

Accounting Technician – Accounts Payable

Checks dated 01/16/2026

EXHIBIT "B"

I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered, or the labor performed as described herein and that the claim is a just, due and unpaid obligation against the City of Tumwater, and that I am authorized to authenticate and certify to said claim.

Enterprise ERP

Voucher/Check Nos 189053 through 189108 in the amount of \$451,972.47

Electronic payment Nos 906671 through 906700 in the amount of \$1,427,081.08

Wire payments in the amount of \$428,875.03

Eden

Voucher/Check Nos 174831 through 174833 in the amount of \$749.09

Douglas Sampson

Accounting Technician – Accounts Payable

Checks dated 01/23/2026

TO: City Council
FROM: Alyssa Jones Wood, Sustainability Manager
DATE: February 3, 2026
SUBJECT: Resolution No. R2026-002, Thurston County Hazardous Waste Management Plan

1) Recommended Action:

Adopt Resolution No. R2026-002, Thurston County Hazardous Waste Management Plan via City Council consent calendar.

This resolution was recommended for adoption by the Public Works Committee at their January 22, 2026 meeting.

2) Background:

Under Washington State law, all counties and cities must develop a plan that provides a framework for the management of community generated solid and hazardous waste. Historically, cities and towns of Thurston County have exercised their option under state law to participate in a joint county/municipality integrated solid and hazardous waste management program. All cities within our region coordinate with Thurston County in the creation of a plan. Jurisdictions are required to review plans every five years. If amendments are needed because of changes in law or policy, a revision process is initiated beginning with the Solid Waste Advisory Committee, on which Councilmember Cathey represents Tumwater. Once the Plan has been updated and has gone through a public process, it is forwarded to each participating municipality for adoption.

Thurston County is the designated agent for Tumwater for the administration of this Plan and is responsible for all work and costs outlined in the Plan.

3) Policy Support:

Interlocal Agreement between the City of Tumwater and Thurston County for the Thurston County Solid Waste Management Plan and the Hazardous Waste Plan Updates, signed October 16, 2012.

4) Alternatives:

- Do not adopt the Thurston County Hazardous Waste Management Plan. This would require Tumwater to develop a city plan for Hazardous Waste Management for approval by the Department of Ecology and in accordance with all regulations and guidelines.

5) Fiscal Notes:

There is no cost to the City associated with adopting this Plan.

6) Attachments:

- A. Resolution No. R2026-002, Thurston County Hazardous Waste Management Plan
- B. Thurston County Hazardous Waste Management Plan

RESOLUTION NO. R2026-002

A RESOLUTION of the City Council of the City of Tumwater, Washington adopting the 2025 Thurston County Hazardous Waste Management Plan.

WHEREAS, Thurston County is required to prepare a Hazardous Waste Management Plan (Plan) pursuant to RCW 70A.300.350; and

WHEREAS, incorporated cities and towns in Thurston County have participated with the County in developing the Plan for hazardous waste management pursuant to an Interlocal Agreement between the City of Tumwater and Thurston County for the Thurston County Solid Waste Management Plan and the Hazardous Waste Plan Updates executed by the City October 16, 2012; and

WHEREAS, it is necessary for the Plan to be updated pursuant to RCW 70A.300.350; and

WHEREAS, the Thurston County Solid Waste Advisory Committee recommended approval of the Plan on June 5, 2025; and

WHEREAS, the proposed Plan has been reviewed as a non-project action under SEPA and a Determination of Nonsignificance was issued on May 15, 2025; and

WHEREAS, the adopted Plan will be submitted to the Washington State Department of Ecology for final approval; and

WHEREAS, adoption of the Plan is in the best interest of, and supports the health, safety and welfare of the residents of the City of Tumwater;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF TUMWATER AS FOLLOWS:

Section 1. Adoption. The 2025 Thurston County Hazardous Waste Management Plan attached hereto as Exhibit A is hereby adopted as the City of Tumwater hazardous waste management plan.

Section 2. Implementation. Thurston County is authorized to administer and implement the hazardous waste management plan within the City of Tumwater consistent with the Plan.

Section 3. Ratification. Any act consistent with the authority and prior to the effective date of this Resolution is hereby ratified and affirmed.

Section 4. Severability. The provisions of this Resolution are declared separate and severable. The invalidity of any clause, sentence, paragraph, subdivision, section, or portion of this Resolution or the invalidity of the application thereof to any person or circumstance, shall not affect the validity of the remainder of the Resolution, or the validity of its application to other persons or circumstances.

Section 5. Effective Date. This Resolution shall become effective immediately upon adoption and signature as provided by law.

RESOLVED this ____ day of _____, 20 ____.

CITY OF TUMWATER

Leatta Dahlhoff, Mayor

ATTEST:

Melody Valiant, City Clerk

APPROVED AS TO FORM:

Karen Kirkpatrick, City Attorney



Thurston County Hazardous Waste Management Plan

Thurston County, Washington
June 18, 2025

Prepared by
HDR Engineering, Inc.



Herrera Environmental Consultants



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ABBREVIATIONS & ACRONYMS

| | |
|------------------|---|
| ADA | Americans with Disabilities Act |
| BMP | best management practice |
| BIPOC | Black, Indigenous and People of Color |
| BoCC | Board of County Commissioners |
| C&D | construction and demolition |
| CERCLA | Comprehensive Environmental Response, Compensation, and Liability Act |
| CFR | Code of Federal Regulations |
| Council | Council on Racial Equity and Inclusion |
| County | Thurston County |
| Ecology | Washington State Department of Ecology |
| EPA | U.S. Environmental Protection Agency |
| EPR | extended producer responsibility |
| GMA | Growth Management Act |
| HB | House Bill |
| HDR | HDR Engineering, Inc. |
| HHW | household hazardous waste |
| HWMP | Hazardous Waste Management Plan |
| LED | light-emitting diode |
| LSWFA | Local Solid Waste Financial Assistance |
| MOU | Memorandum of Understanding |
| MRW | moderate-risk waste |
| MSW | Municipal Solid Waste |
| MTCA | Model Toxics Control Act |
| NPDES | National Pollutant Discharge Elimination System |
| OFM | Washington State Office of Financial Management |
| PHSS | Public Health & Social Services Department |
| Plan | 2024 Thurston County Hazardous Waste Management Plan |
| Planning Council | Thurston County Regional Planning Council |
| PPA | Pollution Prevention Assistance |
| PWSW | County Public Works Department - Solid Waste Division |
| RCRA | Resource Conservation and Recovery Act |
| RCW | Revised Code of Washington |
| SB | Senate Bill |
| SEPA | State Environmental Policy Act |
| SHB | Substitute House Bill |
| SQG | small quantity generator |
| SWAC | Solid Waste Advisory Committee |
| SWMP | solid waste management plan |
| TRPC | Thurston Regional Planning Council |

Contents

Thurston County Hazardous Waste Management Plan

| | |
|------|--------------------------------|
| UGA | Urban Growth Area |
| WAC | Washington Administrative Code |
| WARC | Waste and Recovery Facility |



CHAPTER 1.0 INTRODUCTION AND BACKGROUND

1 Introduction and Background

This chapter provides general information regarding the Thurston County Hazardous Waste Management Plan (HWMP), its development, and its relationship to other state and local documents.

1.1 Introduction

This HWMP recommends strategies to manage moderate risk waste (MRW) generated in Thurston County, Washington (County). Legal authority for the HWMP is based on Washington State statute, Thurston County Code, and the Thurston County Board of Health Environmental Health Codes and Regulations. Revised Code of Washington (RCW) Chapter 70A.300 defines MRW as:

“(a) any waste that exhibits any of the properties of hazardous waste but is exempt from regulation under this chapter solely because the waste is generated in quantities below the threshold for regulation, and (b) any household wastes which are generated from the disposal of substances identified by the department as hazardous household substances.”

1.2 HWMP Purpose

Washington State law assigns primary responsibility for managing MRW to local governments. RCW 70A.300 requires local governments to develop and maintain plans for managing hazardous waste. This HWMP is a companion document to the County [Solid Waste Management Plan](#).

The HWMP purpose is to develop recommended MRW management strategies (for both HHW and SQG) for the 5-year period 2025 through 2030. This HWMP includes strategies for the management, storage, diversion, treatment, reuse, processing, and final disposal of MRW and provides guidance to households and businesses on best management practices (BMPs) that reduce or eliminate the use of hazardous chemicals while protecting the environment.



What is MRW?

Household Hazardous Waste (HHW): Waste that is generated by homeowners from common household chemicals.

Small Quantity Generator (SQG) Waste:

Waste from businesses that generate less than 220 pounds of hazardous waste per month and are conditionally exempt from Washington State Dangerous Waste regulations if the waste is managed properly.

1.3 HWMP Mission and Goals

The mission statement for this HWMP (discussed and approved by the County and SWAC at the beginning of the update process) is as follows:

Goals have been developed for each element of the HWMP. Existing conditions relative to each element were assessed, and then needs and opportunities were identified.

“Thurston County and the participating jurisdictions provide citizens and small businesses with efficient, reliable, and affordable hazardous waste collection, prevention, and policy services in order to improve the quality of life through reducing or eliminating exposures to hazardous materials, while protecting and preserving human health, environmental quality, and natural resources.”

Alternatives were evaluated, and recommendations for specific programs, infrastructure, policies, or actions were selected and adopted. HWMP elements are included in Chapter 1.6.

In summary, the goals for the HWMP are as follows:

- **Facilities and Programs:**
 - Ensure that collection infrastructure is flexible and adaptable to changing practices and legislation such as extended producer responsibility (EPR), a policy approach that puts the responsibility on producers to manage products through their entire lifecycle.
 - Track efforts and collect consistent data to evaluate current programs and measure progress over time.
 - Work with other County departments, government agencies, businesses, and nongovernmental organizations to streamline efforts and increase proper management of hazardous waste.
 - Promote and support product stewardship programs for hazardous products including policies and regulations that promote safer alternatives.
 - Establish strategic partnerships with local and regional stakeholders that support County policy efforts.
 - Provide a sustainable funding mechanism to manage MRW.
- **Education and Outreach:**
 - Encourage people in the County to act on the basis of their understanding of the societal, environmental, health, and financial impacts of their consumption and disposal choices. This includes their impact on climate change.
 - Encourage people and businesses to make responsible choices about what they produce and consume, and what they generate as waste.
 - Incorporate principles of social justice into hazardous waste system planning.

- Offer education, outreach, and technical assistance services to residents and businesses aligned with reduction of environmental exposures to hazardous materials and adoption of safer practices.
- **Compliance and Enforcement:**
 - Comply with federal, state, and local MRW regulations.
 - Implement pollution prevention solutions, rules, and regulations and ensure that businesses are in compliance.
 - Ensure that MRW is properly managed and facilities are operated in full compliance with appropriate rules and regulations.

1.4 Participants in the Planning Process

This HWMP was developed with the guidance of the Thurston County Solid Waste Advisory Committee (SWAC). The SWAC by-laws can be viewed in Appendix D. The HWMP also incorporates survey results from two public engagement efforts: the 2022 South County Survey Transfer Station Site Evaluation Stakeholder Engagement and the 2024 stakeholder engagement conducted through intercept surveying for the purposes of this HWMP. Results of the stakeholder engagement efforts are included in Chapter 3.

1.4.1

Thurston County Solid Waste Advisory Committee

The SWAC is made up of elected officials, residents, and industry representatives appointed by the Thurston County Board of Commissioners. SWAC members are selected to represent a balance of interests including citizens, public interest groups, businesses, the waste management industry, local elected public officials, and the agricultural industry. The SWAC provides guidance to the County Public Works Department - Solid Waste Division (PWSW) on the development of programs and policies concerning solid waste and MRW handling and disposal and provides feedback on rules, policies, resolutions, and ordinances before they are proposed for adoption. SWAC meetings are open to the public, and meeting notices are published beforehand. The 2024 SWAC members and their affiliations are shown in Table 1-1.

Table 1-1. Thurston County Solid Waste Advisory Committee

| Member | Role | Affiliation |
|-------------------------|----------------|-----------------------|
| David Nightingale | Chair | Business Interest |
| Greg Schoenbachler | Vice Chair | Agricultural Interest |
| Gary Edwards | Representative | County Commissioner |
| Amy Evans Harding | Representative | Port of Olympia |
| Lisa Parshley | Representative | City of Olympia |
| Nicolas Dunning | Representative | City of Lacey |
| Joan Cathey | Representative | City of Tumwater |
| Trevor Palmer | Representative | City of Yelm |
| Elaine Klamn | Representative | City of Tenino |
| Kiersten Presley | Representative | Town of Bucoda |
| <i>Vacant</i> | Representative | District #2 Resident |
| Renee Radcliff Sinclair | Representative | District #3 Resident |
| Chad Sutter | Representative | Industry – Recycling |

| Member | Role | Affiliation |
|--------------------|----------------|------------------------------------|
| Arin Robertson | Representative | Industry – Refuse |
| Christina Kullberg | Representative | Department of Ecology (non-voting) |
| <i>Vacant</i> | Representative | City of Rainier |

1.5 Planning Area and Authority

The planning area includes the incorporated and unincorporated areas of the County. This includes the cities and towns of Bucoda, Lacey, Olympia, Rainier, Tenino, Tumwater, and Yelm. The hazardous waste planning area is shown on Figure 1-1.

The County-owned and -operated MRW facilities also serve the members of the Confederated Tribes of the Chehalis Reservation and the Nisqually Tribe. The Confederated Tribes of the Chehalis Reservation and the Nisqually Tribe are federally recognized tribes, and as such, their reservations and tribal governments have a sovereign status. In the absence of an agreement stating otherwise, Washington State regulations do not generally apply on tribal lands, and the tribal governments manage their own waste, including MRW.

Local jurisdictions are required to produce a local HWMP in accordance with RCW 70A.300. The participating cities and towns have executed interlocal agreements with the County regarding solid waste and hazardous waste management. The agreements authorize the County to prepare the HWMP that includes each of these municipalities. Participating cities and towns have the responsibility to participate in HWMP development and review, provide comments on the draft HWMP, and adopt the final HWMP. Executed Interlocal Agreements can be found in Appendix A.

Thurston County Public Health and Social Services (PHSS) and PWSW share implementation authority for the HWMP.

1.6 Required HWMP Elements

Washington State has assigned primary responsibility for preparing HWMPs to local governments (RCW 70A.300). Local governments are required to prepare both solid waste management plans (SWMPs) and plans for hazardous waste management in their jurisdictions. While local governments may choose to combine their solid waste and HWMPs into a single document, the County has elected to create separate documents.

This HWMP is intended to meet or exceed applicable State requirements. Requirements for local HWMPs are established by RCW 70A.300.350. Local plans are required to include the following elements:

- A plan or program to manage MRW generated or otherwise present within the jurisdiction, including an assessment of the quantities, types, generators, and fate of MRW;
- A plan or program to provide ongoing public involvement and public education regarding the management of MRW;

- An inventory of existing generators of hazardous waste and facilities managing hazardous waste within the jurisdiction;
- A description of the public involvement process during plan development;
- Contain a Used Oil Recycling Element in accordance with RCW 70A.224.020 and RCW 70A.300.360;
- A description of the eligible zones designated in accordance with RCW 70A.300.370; and
- Other elements deemed appropriate by the local government.

Local HWMPs must be complete and in good standing to receive grant monies from Ecology's LSWFA program, which is a funding source for hazardous waste planning and implementation as well as enforcement of rules and regulations.

Chapter 1.0 – Introduction and Background
Thurston County Hazardous Waste Management Plan

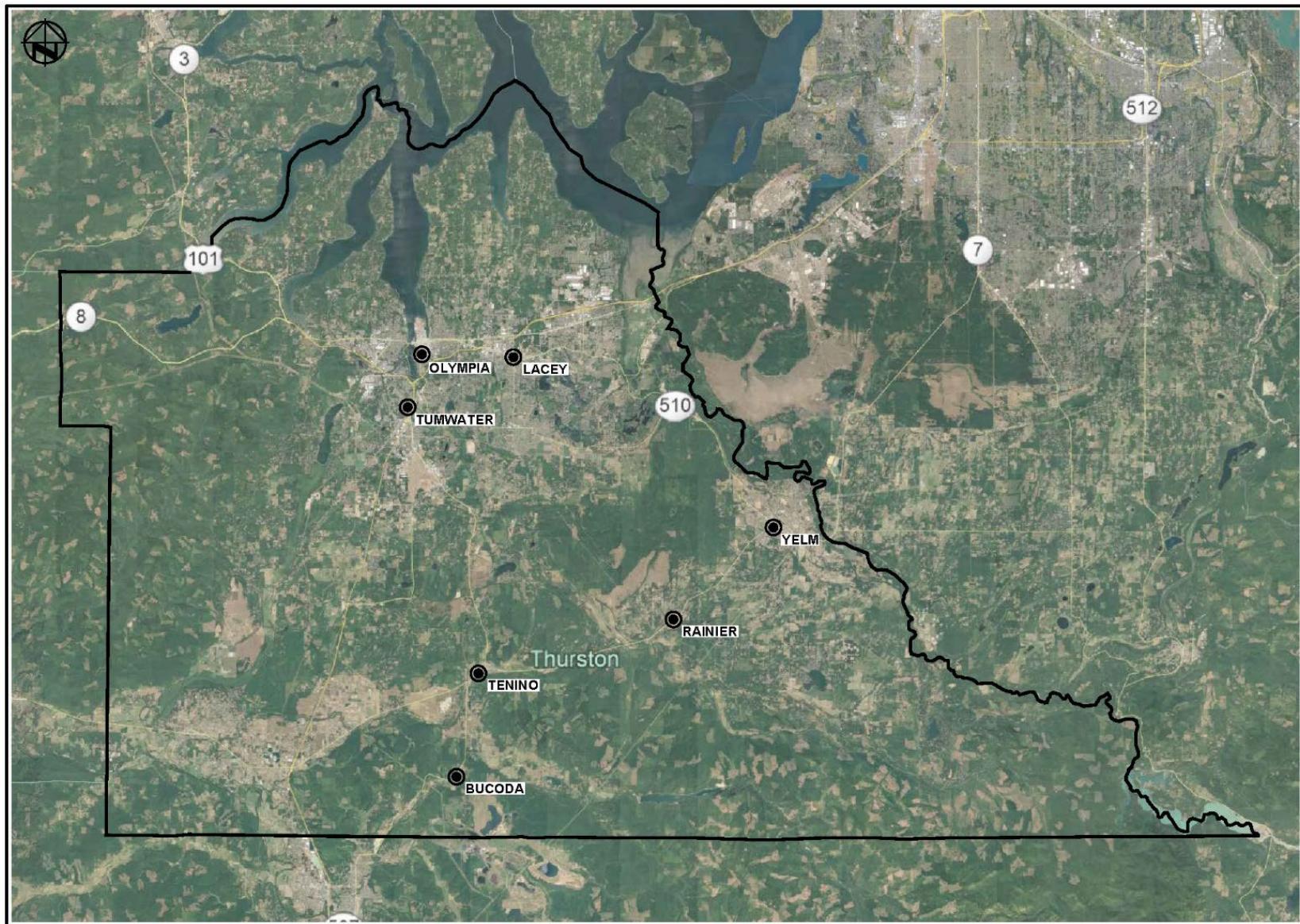


Figure 1-1. Thurston County Hazardous Waste Planning Area

1.7

HWMP Development Process

This HWMP was developed over a period of approximately 10 months. The process began in March 2024, when the County executed a contract with HDR Engineering, Inc. (HDR), to assist with the HWMP update. During plan development, technical research, analysis, and recommendations were prepared by HDR and County staff, the SWAC, and other stakeholders. This participatory, interactive process was undertaken to prepare and build support for the HWMP.

The County anticipates that this HWMP will be adopted by each participating city or town and by the Board of County Commissioners in meetings open to the public.

Figure 1-2 provides an overview of the HWMP planning process.

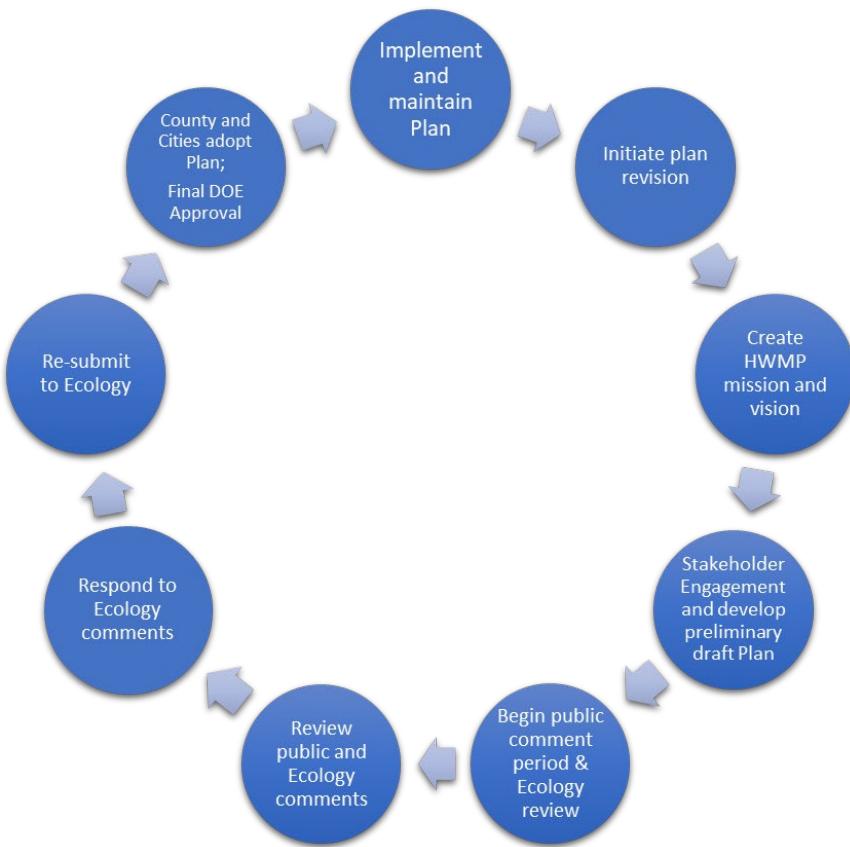


Figure 1-2. HWMP Development Process

1.8

Status of Previous HWMP and Information on the SWMP

This HWMP supersedes previous HWMPs, including the most recent 2014 *Hazardous Waste Management Plan* (2014 HWMP). The status of 2014 HWMP recommendations can be found in Appendix C. Routinely updating the HWMP allows the County to do the following:

- Provide status updates on past recommendations;
- Update BMPs for hazardous waste management, if required; and

- Ensure that programs are in compliance with current legislation.

As previously discussed, the County has elected to prepare a separate SWMP and HWMP. The current Thurston County SWMP was last updated in 2021 and is active through 2026. The SWMP recommends strategies to manage solid waste generated in the County and lays out a plan to ensure that sufficient processing and disposal options will be available through at least the 20-year planning period (2041).

1.9 Relationship to Other Plans and Programs

This HWMP was prepared to align with the goals of both the County and Washington State. As such, the HWMP must function in conjunction with various other plans and studies, including the *Moving Washington Beyond Waste and Toxics Plan*, and various County plans including the SWMP, *Thurston Climate Adaptation Plan*, *Thurston Climate Mitigation Plan*, and *Thurston County Comprehensive Plan* (Comprehensive Plan).

1.9.1 Moving Washington Beyond Waste and Toxics Plan

Ecology released *The State Solid and Hazardous Waste Plan: Moving Washington Beyond Waste and Toxics* plan in June 2015 and updated it in December 2021. This plan focuses on reducing waste and toxics by adopting a sustainable materials management approach, which is also used by the United States Environmental Protection Agency (EPA). This approach considers the full life cycle of materials from design and manufacturing, through use, to disposal or recycling. A sustainable materials management approach can identify more sustainable ways to produce products that are less impactful to the environment.

The plan's vision is to "transition to a society where waste is viewed as inefficient, and where most wastes and toxic substances have been eliminated. This will contribute to economic, social, and environmental vitality." The following priorities are included in the *Moving Washington Beyond Waste and Toxics Plan* to reduce toxic threats in products and industrial processes:

- Encourage less-toxic products and industrial processes through better design.
- Promote the use of alternatives assessments and green chemistry to find safer substitutes to toxics in products.
- Increase local partnerships to work on toxics source control.
- Encourage product stewardship programs for toxic or hard-to-handle products.



**The State Solid and Hazardous Waste Plan 2021–2026:
Second Draft Update**

**Moving Washington Beyond
Waste and Toxics**

Hazardous Waste and Toxics Reduction Program
Solid Waste Management Program

Washington State Department of Ecology
Olympia, Washington

August 2021, Publication 21-04-040



- Restrict the use of the most toxic chemicals where safer alternatives exist.

1.9.2 2021 Thurston County Solid Waste Management Plan

The *Thurston County Solid Waste Management Plan* recommends strategies to manage solid waste generated in Thurston County. The SWMP includes recommendations for management of municipal solid waste, construction and demolition (C&D) debris, and miscellaneous wastes and plans for diverting material from landfill disposal. The SWMP proposes a comprehensive set of recommended strategies for implementation during 2021–2026 and addresses disposal of e-waste, petroleum-contaminated soils, pharmaceuticals, and MRW.

1.9.3 Thurston County Climate Adaptation Plan

In 2018, the Thurston Regional Planning Council (TRPC) adopted the *Thurston Climate Adaptation Plan*. The *Thurston Climate Adaptation Plan* recommends actions to assist the County and the broader South Puget Sound region in preparing for and adjusting to adverse climate change impacts while bolstering resilience. In April 2018, the TRPC; the cities of Lacey, Olympia, and Tumwater; and the County began work on a climate mitigation plan with actions to reduce regional emissions 45 percent below 2015 levels by 2030 and 85 percent below 2015 levels by 2050.

This plan and future updates will consider climate change impacts when planning programs, facilities, and operations. At a regional level, the County and its planning partners continue to implement programs that can achieve tangible results, including reductions in greenhouse gas emissions, resource conservation, and energy savings.

1.9.4 Thurston County Climate Mitigation Plan

In 2020, the TRPC adopted the *Thurston Climate Mitigation Plan*. The County and the cities of Lacey, Olympia, and Tumwater partnered with the TRPC to create a plan to address climate-polluting greenhouse gases in the region. This document summarizes local impacts of climate change, includes a vulnerability assessment of risks from climate change, and recommends actions to prepare for and adjust to these impacts. The *Thurston Climate Mitigation Plan* is intended to act as a roadmap for a collaborative effort between the County and participating cities to mitigate climate change.

1.9.5 Thurston County Comprehensive Plan

In 2019, the County adopted a Comprehensive Plan under the Growth Management Act (GMA; RCW 36.70A) and the Planning Commission Act (RCW 35.63), which govern procedures for guiding and regulating the physical development of the County. The Comprehensive Plan guides the growth of unincorporated Thurston County (areas outside of the cities). It details policies and goals for zoning and development regulations and addresses requirements of the GMA. It includes specific guidelines for the subareas of Grand Mound, Rochester, and Nisqually, as well as Joint Plans for the Urban Growth Areas (UGAs) of Lacey, Olympia, Rainier, Tenino, Tumwater, and Yelm. The GMA also requires a Capital Facilities Plan to identify specific facilities, a realistic financing plan, and adjustments to the plan if funding is inadequate. The capital facilities covered in the plan are primarily those owned or managed by County government, including the PWSW.

1.9.6 Thurston County Business Pollution Prevention Program

The Business Pollution Prevention program is the County's technical assistance program for businesses to help them properly manage hazardous waste. The program encourages businesses to use BMPs that reduce or even eliminate the use of hazardous materials. The program includes technical hands-on assistance for businesses, targeted campaigns that offer financial incentives for chemical substitution, and a means for filing complaints and reporting spills.

1.10 Regulatory Overview

The statutes and regulations that govern hazardous waste handling are summarized below.

1.10.1 Federal Regulations

The following are federal regulations concerning hazardous waste.

RESOURCE CONSERVATION AND RECOVERY ACT

Passed in 1976, the Resource Conservation and Recovery Act (RCRA) regulates large generators of hazardous waste and delegates the management of hazardous waste to states.

UNIVERSAL WASTE RULE

The Universal Waste Rule, adopted in 1995 by the EPA (40 Code of Federal Regulations [CFR] Part 273), sets management guidelines for five specific hazardous wastes: batteries, pesticides, mercury-containing equipment, lamps, and aerosol cans. These are commonly generated materials, and the regulations are meant to increase collection and recycling of these materials, reduce the burden on regulated large generators, and encourage the development of local programs to manage these wastes and keep them out of landfills. HHW and SQGs are exempt from universal waste regulations.

MERCURY-CONTAINING AND RECHARGEABLE BATTERY MANAGEMENT ACT

The Mercury-containing and Rechargeable Battery Management Act (Public Law 104-142) was passed in 1996 to phase out the use of certain hazardous materials, including mercury-containing batteries, and increase recycling of nickel, cadmium, and small, sealed, lead-acid batteries through public education and uniform labeling requirements.

COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT

The Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) is a complementary rule to RCRA and provides for cleanup of sites contaminated by hazardous wastes.

HAZARDOUS MATERIALS TRANSPORTATION ACT AND HAZARDOUS MATERIALS TRANSPORTATION UNIFORM SAFETY ACT

Codified under 49 CFR 172.704, these acts regulate the transportation of hazardous materials.

TOXIC SUBSTANCES CONTROL ACT

The Toxic Substances Control Act regulates the manufacture and use of chemicals that pose unreasonable risk to human health and/or the environment.

FEDERAL INSECTICIDE, FUNGICIDE, AND RODENTICIDE ACT

The Federal Insecticide, Fungicide, and Rodenticide Act regulates the manufacture, labeling, application, storage, and disposal of pesticides.

CLEAN WATER ACT

The Clean Water Act regulates and protects water through the National Pollutant Discharge Elimination System, a permit program that regulates direct discharge of pollutants to navigable waters.

CLEAN AIR ACT

The Clean Air Act regulates air pollutant emissions.

1.10.2 Washington State Regulations

The statutes and regulations that govern hazardous waste handling in Washington State are summarized below.

HAZARDOUS WASTE MANAGEMENT ACT – RCW 70A.300

The Hazardous Waste Management Act establishes requirements for state and local HWMPs, rules for hazardous waste generation and handling, criteria for siting hazardous waste management facilities, and local zoning designations that permit hazardous waste management facilities. The Hazardous Waste Management Act also establishes waste management priorities for hazardous wastes. In order of decreasing priority, the management priorities are as follows:

- Waste reduction
- Waste recycling
- Physical, chemical, and biological treatment
- Incineration
- Solidification/Stabilization/Treatment
- Landfill

The waste hierarchy is a key element in determining compliance of this HWMP with Washington State requirements.

**DANGEROUS WASTE REGULATIONS – WASHINGTON ADMINISTRATIVE CODE (WAC)
173-303**

Dangerous Waste Regulations implement RCW 70A.300, the Hazardous Waste Management Act. These regulations define dangerous waste materials and establish minimum handling requirements. Washington State rules specifically exclude HHW and SQG wastes from Dangerous Waste Regulations, which have been amended several times – most recently in 2014.

POWERS AND DUTIES OF LOCAL BOARD OF HEALTH – RCW 70.05.060

Local boards of health have the authority to enact and enforce local rules to protect public health and establish fees for services.

SOLID WASTE MANAGEMENT – REDUCTION AND RECYCLING – RCW 70A.205

RCW 70A.205 regulates solid waste handling and disposal and requires retailers selling new auto batteries to accept used batteries for recycling.

SOLID WASTE MANAGEMENT HANDLING STANDARDS – WAC 173-350

Ecology adopted WAC 173-350 to establish requirements for MRW collection and disposal and for MRW storage and processing facilities.

THE MODEL TOXICS CONTROL ACT – RCW 70A.305

The Model Toxics Control Act, commonly known as MTCA, evolved from Citizens' Initiative 97 in 1988 and became law in 1989. MTCA is Washington's environmental cleanup law; its main purpose is "to raise sufficient funds to clean up all hazardous waste sites and to prevent the creation of future hazards due to improper disposal of toxic wastes into the state's lands and waters."

USED OIL RECYCLING ACT – RCW 70A.224

The legislature enacted the Used Oil Recycling Act in 1991. This statute requires local governments to manage used oil in conjunction with their MRW programs and to submit annual reports to Ecology. Local governments are required to adopt used oil recycling amendments in their MRW management plans.

ELECTRONIC PRODUCT RECYCLING ACT – RCW 70A.500

In 2006, the Electronic Product Recycling Act was passed to establish a convenient, safe, and environmentally sound system for the collection, transportation, and recycling of covered electronic products. In 2009, Ecology launched the E-Cycle Washington program to provide free recycling services for electronics including televisions, computers, laptops, monitors, tablets, e-readers, and portable disc players. The collection, transportation, and processing of such products is funded by manufacturers.

MERCURY – RCW 70A.230

In 2013, WAC 173-910 required the establishment of a product stewardship program for mercury-containing light bulbs throughout the state. This program is known as LightCycle and ensures that these materials are handled responsibly by qualified recyclers to prevent mercury from being released into the environment.

In 2024, House Bill (HB) 1185 was passed by the Washington legislature to ban mercury-containing bulbs. By 2029, mercury-containing fluorescent bulbs will not be sold in the state and are expected to be replaced entirely by light-emitting diode (LED) type bulbs. This legislation also extends the LightCycle program to 2035 to allow for safe disposal of mercury-containing bulbs still in circulation.

LOCAL SOLID WASTE FINANCIAL ASSISTANCE – WAC 173-312

In 2017, WAC 173-312 was updated to replace the Coordinated Prevention Grant program. The purpose of WAC 173-312 is to provide financial assistance for local programs related to hazardous waste planning and implementation, local solid waste planning and implementation, and enforcement of rules and regulations governing solid waste handling. Planning, implementation, and enforcement are designed to prevent or minimize environmental contamination resulting from improper management or disposal

of waste. WAC 173-312 established a structure for the administration of local solid waste financial assistance that includes LSWFA grants.

SECURE DRUG TAKE-BACK – RCW 69.48

Washington's Safe Medication Return program, also known as the Drug Take-Back program, was established under RCW 69.48. Passed in 2018 and launched in 2020, it created a unified, statewide medication return program that gives Washington residents free, convenient, and environmentally responsible options for disposing of unwanted medication. Drug manufacturers fund the program at no cost to taxpayers, and it is run by an approved program operator. In 2021, HB 1161 modified the requirements for the program, including allowing for multiple product stewardship programs.

ARCHITECTURAL PAINT STEWARDSHIP PROGRAM – RCW 70A.515

Substitute HB (SHB) 1652, passed in 2019, requires producers of architectural paint sold in Washington State to participate in an approved paint stewardship plan. This bill prohibits producers or retailers of paint from selling architectural paint unless the producer or brand of paint is participating in a stewardship plan.

CHILDREN'S SAFE PRODUCTS ACT – RCW 70A.430

Regulates certain hazardous chemicals in children's products.

LEAD BASED PAINT – RCW 70A.420

RCW 70A.420 establishes a program to protect the public from lead-based paint hazards.

RECREATIONAL WATER VESSELS – ANTIPOULING PAINTS – RCW 70A.445

RCW 70A.445 regulates chemical ingredients in water vessel paints and encourages development of safer alternatives.

EXTENDED PRODUCER RESPONSIBILITY FOR BATTERIES

Senate Bill (SB) 5144 passed in 2023 to ensure responsible management of lithium-ion batteries. Lithium-ion batteries are commonly used to power cell phones and rechargeable devices. Portable batteries and medium batteries (scooters and power tools) are also covered under this legislation. The legislation holds manufacturers responsible for ensuring that these batteries are managed and recycled properly and establishes convenient drop-off locations for the public. This legislation is intended to keep batteries out of the landfill and decrease environmental pollution and safety hazards posed by battery ignition in collection vehicles, landfills, and recycling centers.

1.10.3 County Code and Regulations

The regulations that govern hazardous waste handling in the County are summarized below.

NONPOINT SOURCE POLLUTION ORDINANCE – THURSTON COUNTY SANITARY CODE, ARTICLE VI

Article VI of the Sanitary Code was adopted by the Thurston County Board of Health in 1992 and is intended to protect County waters against nonpoint source pollution (pollution that enters waters from dispersed land-based or water-based activities including surface water runoff). This ordinance requires that MRW (including oil and

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grease) be recycled or responsibly disposed of through a hazardous waste management facility such as the existing HazoHouse. MRW, petroleum products, and hazardous materials must be stored in containers and in an area that will not lead to these materials entering surface or ground water in case of a spill.

**STORMWATER POLLUTION PREVENTION ORDINANCE – THURSTON COUNTY CODE
CHAPTER 15.07**

The Stormwater Pollution Prevention Ordinance is designed to protect the County's surface water and groundwater quality. The ordinance establishes minimum requirements for preventing and managing the discharge of pollutants into storm drainage systems within unincorporated Thurston County. BMPs provided by a Drainage Manual must be used to prevent the discharge of pollutants to a public drainage facility. The County may provide technical assistance as a preventive measure and can take enforcement actions.

**SOLID WASTE HANDLING ORDINANCE – THURSTON COUNTY SANITARY CODE,
ARTICLE V**

Article V of the Thurston County Sanitary Code sets the standards for solid waste handling in the County. The regulations set minimal standards for the handling, storage, and disposal of solid waste, promoting methods that prioritize waste reduction and recycling. This ordinance applies to the proper management of MRW, which must be recycled or disposed of in a facility permitted to accept waste, such as HazoHouse. This ordinance also includes a provision for screening waste, specifically MRW, before it may be disposed of.

ENVIRONMENTAL SUSTAINABILITY POLICY – RESOLUTION 13755

Adopted by the Board of County Commissioners in 2007, the Environmental Sustainability Policy replaces the previous Recycle Product Procurement Policy. This updated policy affirms the County's dedication to making every effort to incorporate sustainable practices into their product procurement policies, capital improvements, facility and vehicle operations, and waste management activities. The policy places the responsibility of implementing environmentally sustainable programs on County departments and offices and directs them to designate an Environmental Sustainability Coordinator to oversee and lead efforts.



CHAPTER 2.0 DEMOGRAPHICS

2 Demographics

This chapter provides information on resident and business demographics and the MRW stream.

2.1 Introduction

The data in this chapter is used in various ways in the HWMP, such as assessing the need for or determining the impact of a proposed new program, ways to reach underserved populations, and the need for new facilities to collect and recycle or dispose of MRW generated in the County.

There is limited available data to determine precise quantities of MRW generated, such as the items shown in Figure 2-1. Exactly



Figure 2-1. MRW Example

how many hazardous products are sold, used, and disposed of (properly or improperly) each year is unknown. For residential sources in particular, products may be stored for multiple years before the person determines that the material is no longer useful or needed and takes it to an MRW facility or places the product in the waste for disposal. In addition, although quantities and types of MRW collected and shipped are tracked, it is unknown how many residents are recycling or disposing of wastes through private drop-off programs and private collection services. Also unknown is the number of SQGs and medium- and large-quantity generators utilizing the services of private collection companies for their hazardous wastes. Chapter 4.0 – Existing Facilities and Programs provides additional information on drop-off programs.

2.2 Population

This section presents information on population and population forecasts.

2.2.1 Population Forecasts

Current population levels and population growth over time are important considerations for MRW management planning. In general, the more people there are, the more waste is generated.

According to the Washington State Office of Financial Management (OFM) April 2024 Population Changes and Rank Report, the County is the sixth most populated county in Washington State and incurred a 4 percent growth in population from April 2020 to April 2024.

Chapter 2.0 – Demographics
 Thurston County Hazardous Waste Management Plan

Table 2-1 presents the County's population, including incorporated and unincorporated areas, and a breakdown by city populations. This table uses population figures produced for 2024 by the OFM.

Table 2-1. Thurston County Population Estimates

| Area | 2020 ¹ | 2024 ¹ | 2025 ² | 2030 ² | 2040 ² | 2045 ² |
|-------------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|
| Thurston County, Total | 294,793 | 307,000 | 313,985 | 333,783 | 371,542 | 389,659 |
| Unincorporated Areas | 144,856 | 145,735 | 148,289 | 158,213 | 176,111 | 184,698 |
| Incorporated Areas | 149,937 | 161,265 | 165,156 | 175,570 | 195,431 | 204,961 |
| Cities and Towns | | | | | | |
| Bucoda ³ | 600 | 620 | 620 | 620 | 620 | 620 |
| Lacey | 53,526 | 60,210 | 61,725 | 65,617 | 73,075 | 76,653 |
| Olympia | 55,382 | 57,450 | 58,880 | 62,632 | 69,751 | 73,170 |
| Rainier | 2,369 | 2,565 | 2,642 | 2,809 | 3,127 | 3,279 |
| Tenino | 1,870 | 2,070 | 2,147 | 2,282 | 2,541 | 2,664 |
| Tumwater | 25,573 | 27,470 | 28,077 | 29,847 | 33,223 | 34,843 |
| Yelm | 10,617 | 10,880 | 11,065 | 11,763 | 13,094 | 13,732 |

¹Data for these years is from the OFM's "April 1, 2024 Population of Cities, Towns, and Counties, 2020-2024," <http://www.ofm.wa.gov/pop/april1/default.asp>. (OFM 2024).

²Total population data for the years 2025 through 2045 is from the OFM's "Projections of the Total Resident Population for the Growth Management Act, Medium Series: 2020 to 2045 by five year intervals," <https://www.ofm.wa.gov/washington-data-research/population-demographics/population-forecasts-and-projections/growth-management-act-county-projections>. Population figures by area and city for the years 2025 through 2045 assume the same breakdown as for 2024.

³The population for Bucoda has remained the same or decreased since 2010. For purposes of this table, the population projections for Bucoda are shown as not increasing based on the last 10 years of data.

The Thurston Regional Planning Council (TRPC) prepares population, housing, and employment data for the County. Figure 2-2 provides a graphic of the TRPC historical population forecast for the County.

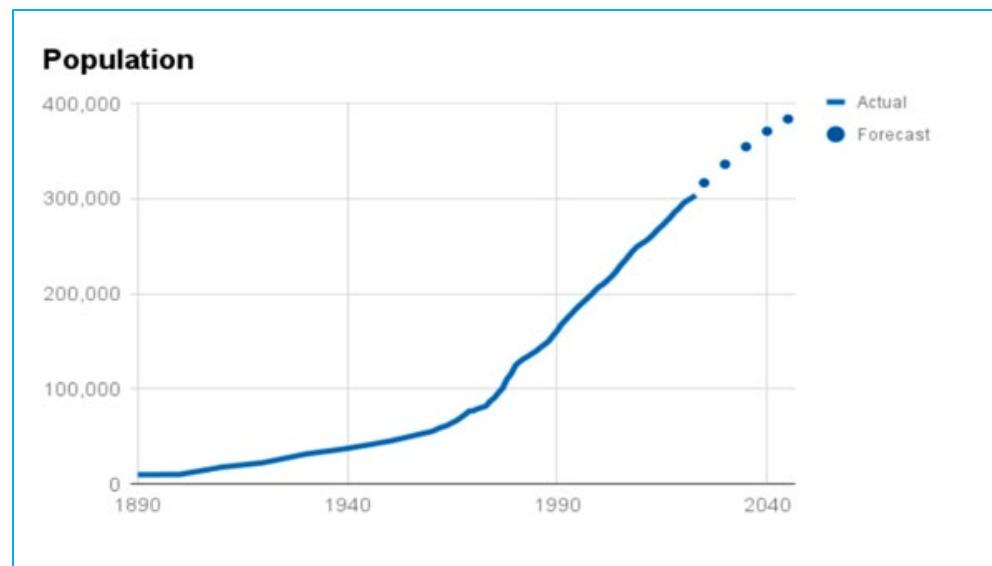


Figure 2-2. TRPC Population Forecast¹

2.2.2 Racial Equity

TRPC provides information on demographics in the County. The racial and ethnic makeup of the County continues to become more diverse. In 2020, 29 percent of County residents identified as a person of color, Hispanic, Latino, or a race other than white alone. Those who identified as either Asian alone or multiracial (two or more races) comprised the largest minority groups.

The Chehalis and Nisqually Reservations are the most diverse communities in the region. Lacey continues to be the most diverse of the County's cities and towns, with 40 percent identifying as a person of color.

The County's Hispanic and Latino population is also increasing, growing from 5 percent in 2000 to 10 percent in 2020. Figure 2-3, created by TRPC, provides information on ethnicity in Thurston County.

¹ Thurston Regional Planning Council. [Population, Housing, and Employment Data | Thurston Regional Planning Council, WA \(trpc.org\)](https://trpc.org/population-housing-and-employment-data/)

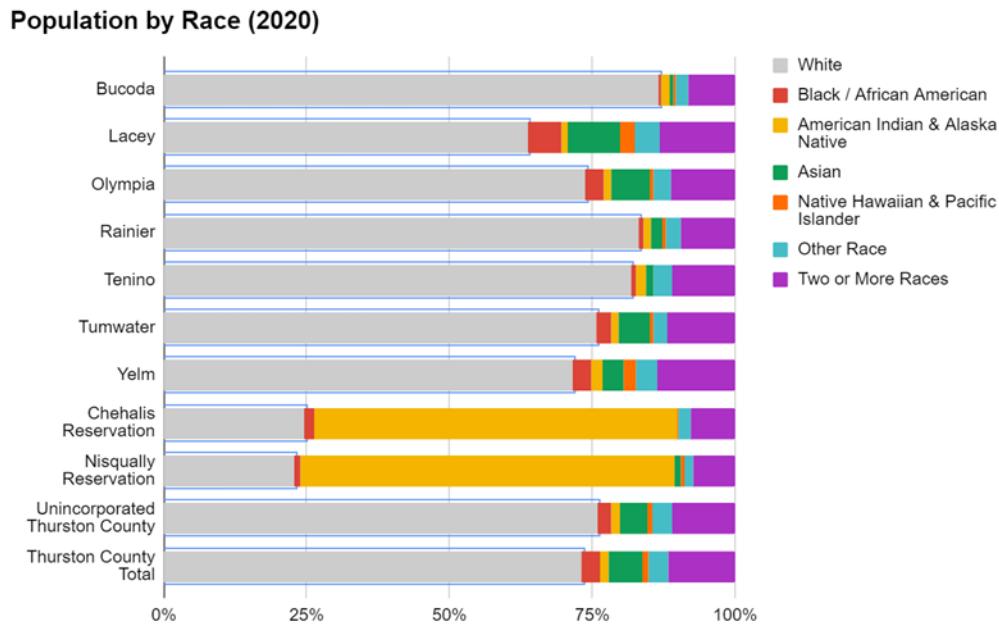


Figure 2-3. TRPC Population by Race²

In 2021, the County established the Thurston County Council on Racial Equity and Inclusion with the purpose to advise elected and appointed officials on matters of racial equity and inclusion within services and the policies, processes, and practices used to accomplish the mission of the County. Additional information can be found on the County website.³

2.2.3 Employment and Businesses

The County's total employment has been increasing steadily since 2000. The County's largest industry, government and government services, employs a quarter of the workers, and the five largest industries combined employ just under 60 percent of County workers (Figure 2-4).

² [Race/Ethnicity | Thurston Regional Planning Council, WA \(trpc.org\)](#)

³ <https://www.thurstoncountywa.gov/departments/board-county-commissioners/thurston-county-racial-equity-and-inclusion/racial-equity-council>

Thurston County Employment

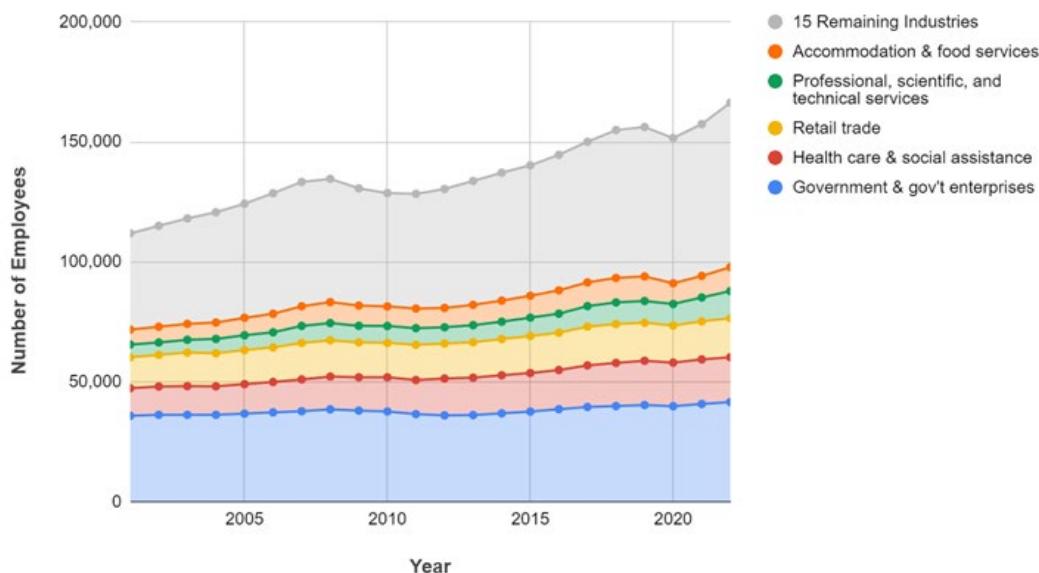


Figure 2-4. TRPC Employment by Sector⁴

TRPC's latest evaluation of employment shows that between 2021 and 2022, the following employment sectors saw the greatest percentage of increases in the number of jobs:

- Transportation and warehousing (27 percent)⁵
- Professional, scientific, and technical services (13 percent)
- Management of companies and enterprises (13 percent)

HazoHouse accepts MRW from businesses for a fee and from residents at no cost. The County maintains over 130 SQG charge accounts for disposal from businesses at HazoHouse.

⁴ [Employment by Sector | Thurston Regional Planning Council, WA \(trpc.org\)](#)

⁵ The transportation and warehousing sector and management of companies and enterprises are included in the 15 remaining industries in Figure 2-4.

2.3 Waste Stream

This section provides information on the County waste stream and the MRW products disposed of.

2.3.1 Thurston County Waste Characterization Study

The County commissioned a Waste Characterization Study (Study) to analyze MSW arriving for disposal at the Waste and Recovery Center in 2022 through 2023. The Study's objective was to provide the County with accurate composition data for the waste delivered. Data was collected specific to the following generator types:

- Commercial (including curbside and self-haul), as shown in Figure 2-5
- Residential (including single-family/multi-family curbside and self-haul)
- Drop-box facilities (Rainier and Rochester self-haul)

The Study also included an analysis of contaminants in recyclables and organics (commercial and residential). The Study evaluated data from 149 samples over three seasons and was completed in June 2023. Figure 2-6 shows the combined composition of the tons of residential, self-haul, commercial, and drop-box sites that were disposed of, using 2022 waste tonnage data as the basis for composition.

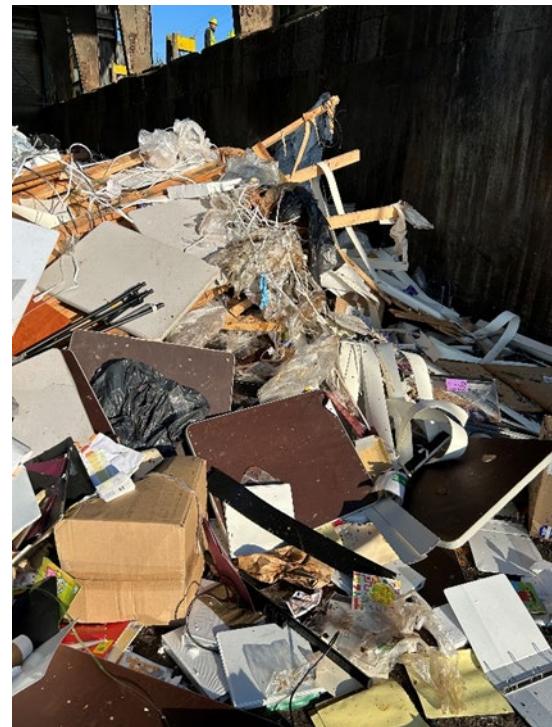


Figure 2-5. Commercial Waste Sample

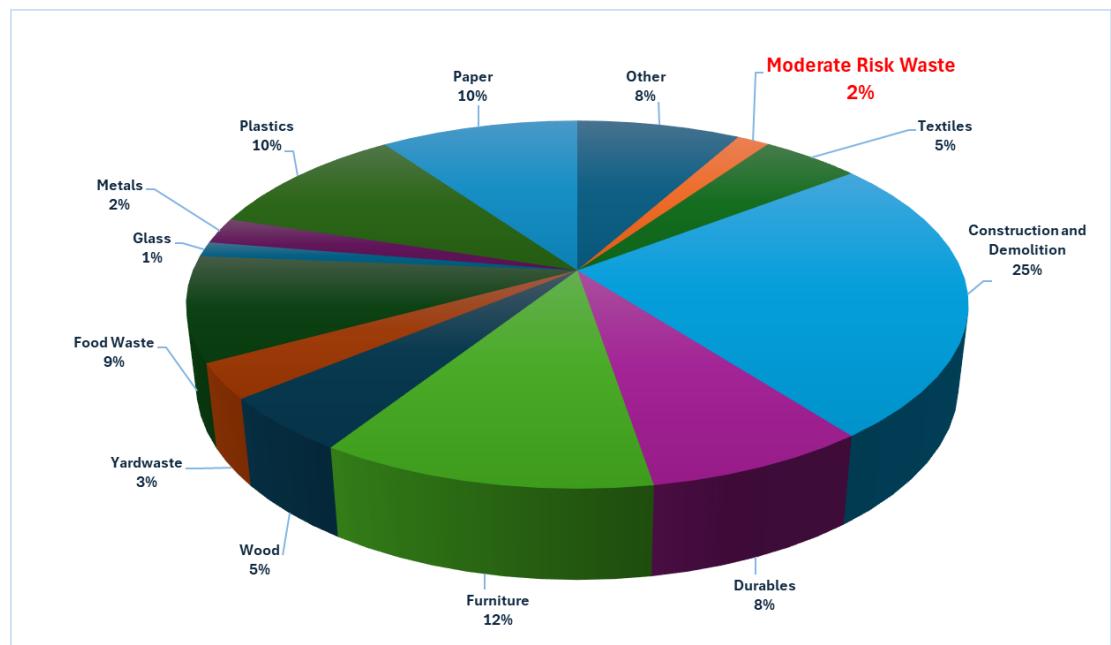


Figure 2-6. Thurston County Waste Composition Results (2022/2023)

Two percent of the waste composition was classified as MRW. This category did not include electronics or pharmaceuticals as these waste streams are identified, along with appropriate recommendations for implementation, in the SWMP. Electronics and pharmaceuticals are not included in this HWMP.

MRW materials were noted in the waste streams from both residential and commercial samples, although at 1.2 percent of residential and 2.4 percent of commercial waste. Figure 2-7 provides information on waste characterization results by generator.

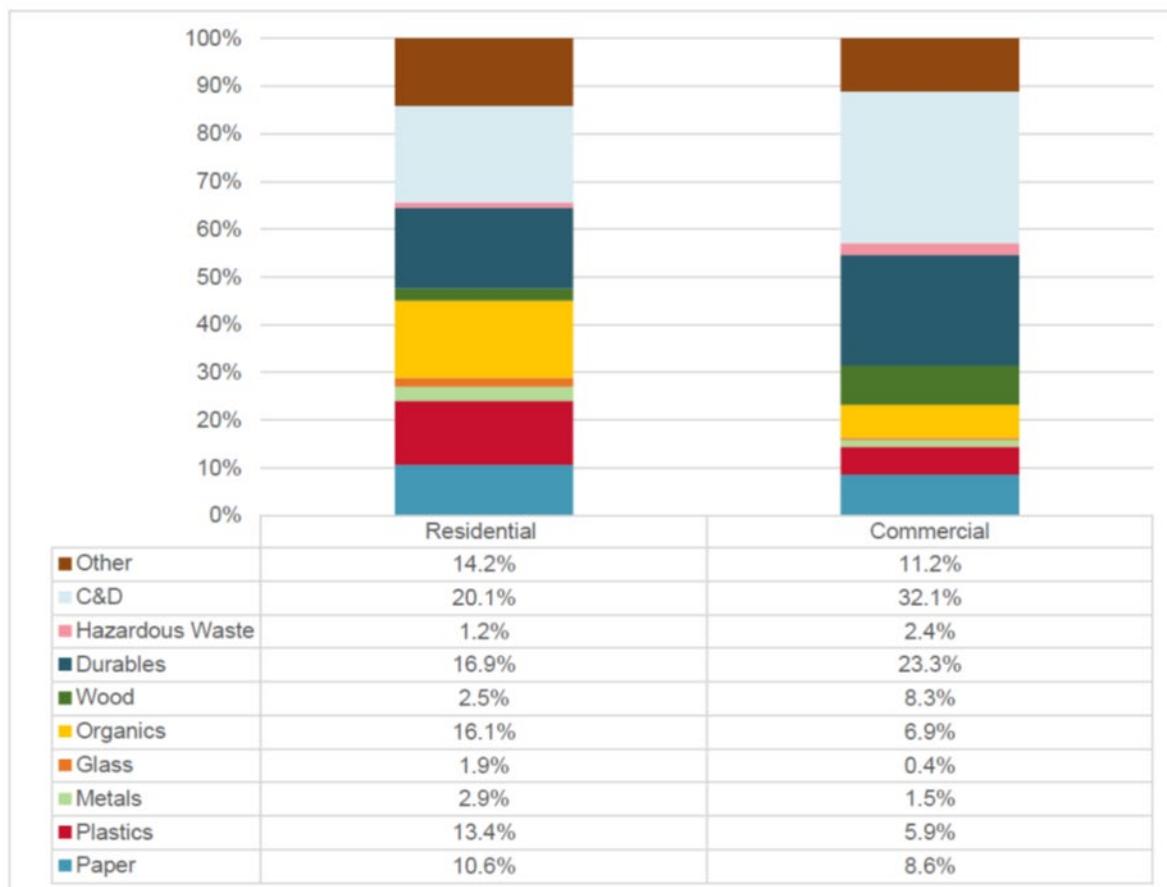


Figure 2-7. Thurston County Waste Characterization Results by Generator⁶

Although MRW was found in small quantities in the waste stream, these materials have the potential to be illegally disposed of and may harm those who handle them. MRW materials observed in the waste stream and considered relevant to HWMP recommendations include paint, batteries, chemicals, products containing mercury, automotive products, and others.

⁶ HDR. 2023. Waste Characterization Study. [Thurston County Waste Characterization Study Final Draft 6-29-23.pdf](#)

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CHAPTER 3.0 PUBLIC ENGAGEMENT SURVEYS

3 Public Engagement Surveys

3.1 Introduction

In addition to engaging the SWAC in the development of this Plan, the project team developed a survey to engage the larger County community to share input on MRW management, programs, and practices to inform opportunities for improvement and the final recommendations included in this Plan. This chapter includes a description of the survey methods and key findings of the results, as well as relevant findings from the South County Transfer Station public engagement conducted in 2022. Survey questions and detailed results of the survey are included in Appendix F.

3.2 Public Engagement Methods

In July 2024, 166 survey responses were received over a 3-week period. County staff administered two slightly variable versions of the survey designed by the project team.

The first version was used on site at HazoHouse and included a few questions specific to HazoHouse customers. The second version of the survey was administered off-site and online. The survey was accessed online via a link provided on the County website and on a printed handout shared during survey efforts and at public events (Figure 3-1). Staff offered in-person participants the option to take the survey verbally or online at their convenience using the QR code provided. To analyze the results of the survey, the two versions were combined into overall findings. The intercept survey questions and the detailed survey results are included in Appendix F.



Figure 3-1. Printed Handout with QR Code

3.2.1 On-site Surveys at HazoHouse

County staff administered on-site intercept surveys at HazoHouse on July 12, 2024 (8 a.m.–4 p.m.) and July 19, 2024 (10 a.m.–2 p.m.). Between the two survey shifts, 110 customers participated in-person at HazoHouse.

3.2.2 Off-site/Online Survey

The second version of the survey was administered in-person at locations other than HazoHouse, accessible via QR code, and publicly available online through the County website. This version of the survey did not include questions specific to HazoHouse customers, and instead asked a general question about the survey participant's awareness of the facility. Overall, the off-site/online survey received responses from 56 participants.

OFF-SITE INTERCEPT SURVEYS

The project team distributed a handout with a QR code at the following off-site locations:

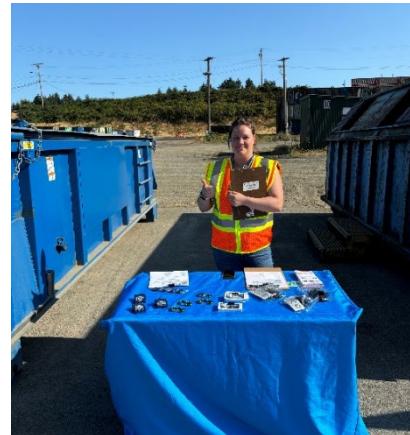


Figure 3-2. Intercept Survey Conducted at WARC Recycling Drop-off Center

Table 3-1. Off-site survey events

| Location | Date |
|--------------------------------|---|
| WARC Recycling Drop-off Center | July 12 (8 a.m.–4 p.m.) |
| Atrium | July 24 (10:30 am–1:30 p.m.) July 29 (8:30–10:30 a.m.) July 30 (1:30–2:30 p.m.) |
| Thurston County Fair | July 31 (1–3:30 p.m.) August 1 (12–4:30 p.m.) |

ONLINE SURVEYS

Access to the survey online was created to increase community engagement and solicit additional feedback from residents countywide. The online survey was live July 12–August 5, 2024. The survey link was also posted to the following social media platforms on July 19, 24, and 30:

- Facebook
- Instagram
- X
- Threads

The survey link was also posted to the following websites July 18–July 30:

- [Business Pollution Prevention | Thurston County \(thurstoncountywa.gov\)](https://thurstoncountywa.gov/business-pollution-prevention)
- [Disposal & Recycling of Specific Hazardous Wastes | Thurston County \(thurstoncountywa.gov\)](https://thurstoncountywa.gov/disposal-recycling-specific-hazardous-wastes)
- [Solid Waste Regulation | Thurston County \(thurstoncountywa.gov\)](https://thurstoncountywa.gov/solid-waste-regulation)
- [Healthy Homes and Yards](https://thurstoncountywa.gov/healthy-homes-and-yards)

3.3 Key Findings

This section includes key findings from the 2024 survey and the following section presents key findings from the 2022 South County survey. Overall, the results from the

two survey efforts suggest that while the majority of residents are aware of and utilize services at HazoHouse, the main barrier is the travel distance to the facility required for many County residents (specifically South County residents). Opportunities for improvement identified through this effort include increasing county-wide accessibility for HHW disposal, managing and promoting HHW reuse programs, and increasing education and outreach to ensure proper management of HHW and to bolster participation in take-back programs. These key findings are incorporated into the recommendations in Chapter 6. Detailed survey results can be found in Appendix F.

3.3.1 Survey Results

The key findings of the survey are grouped into the following themes: HazoHouse, education and assistance, reuse and product stewardship, behaviors, and program improvements. For the purpose of these key findings, survey participants that did not respond or responded “not applicable” to a specific question were removed from the analysis of that question.

HAZOHOUSE USAGE

- 7% of customers at HazoHouse were there on behalf of a business, and most that responded on behalf of a business felt the fees are reasonable.
- 77% of off-site respondents are aware that HazoHouse exists and that the facility accepts MRW.
- Only 12% of all survey respondents specified they have never used HazoHouse, and 47% of all respondents use the facility at least a few times per year.
- 80% of survey respondents travel less than 15 miles to the HazoHouse/WARC facility.
- 76% of survey participants said HazoHouse is convenient or very convenient. For those that find HazoHouse to be inconvenient or very inconvenient (7%), most specified that it is too far to travel (Figure 3-3).

4. How convenient is household hazardous waste recycling and disposal for you on a scale from 1–5? (1 indicates “very inconvenient” and 5 indicates “very convenient”)

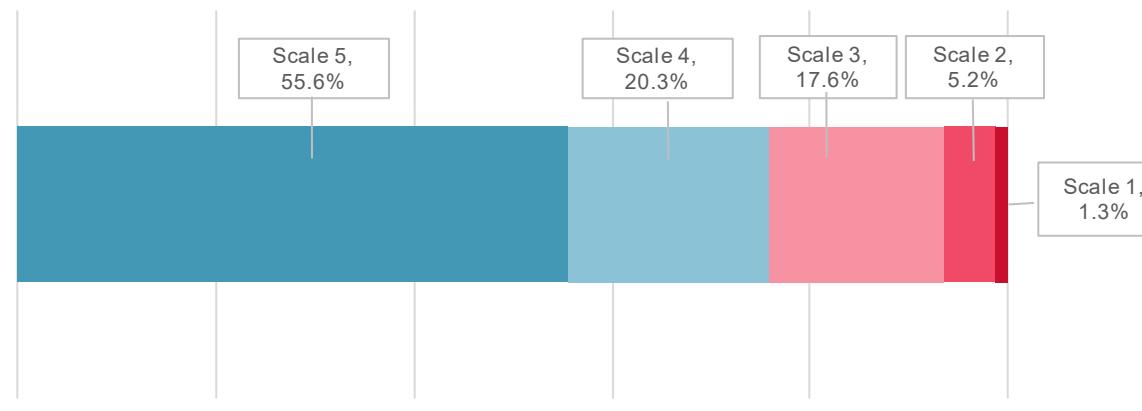


Figure 3-3. Convenience Rating of HazoHouse

- 56% of respondents say they take their unwanted, unused chemicals to HazoHouse and 28% say they keep them stored or use them up. Another 9% said they throw them in the garbage or recycling.
- The most common materials brought by participants were paints/solvents/stains and automotive wastes (Figure 3-4).

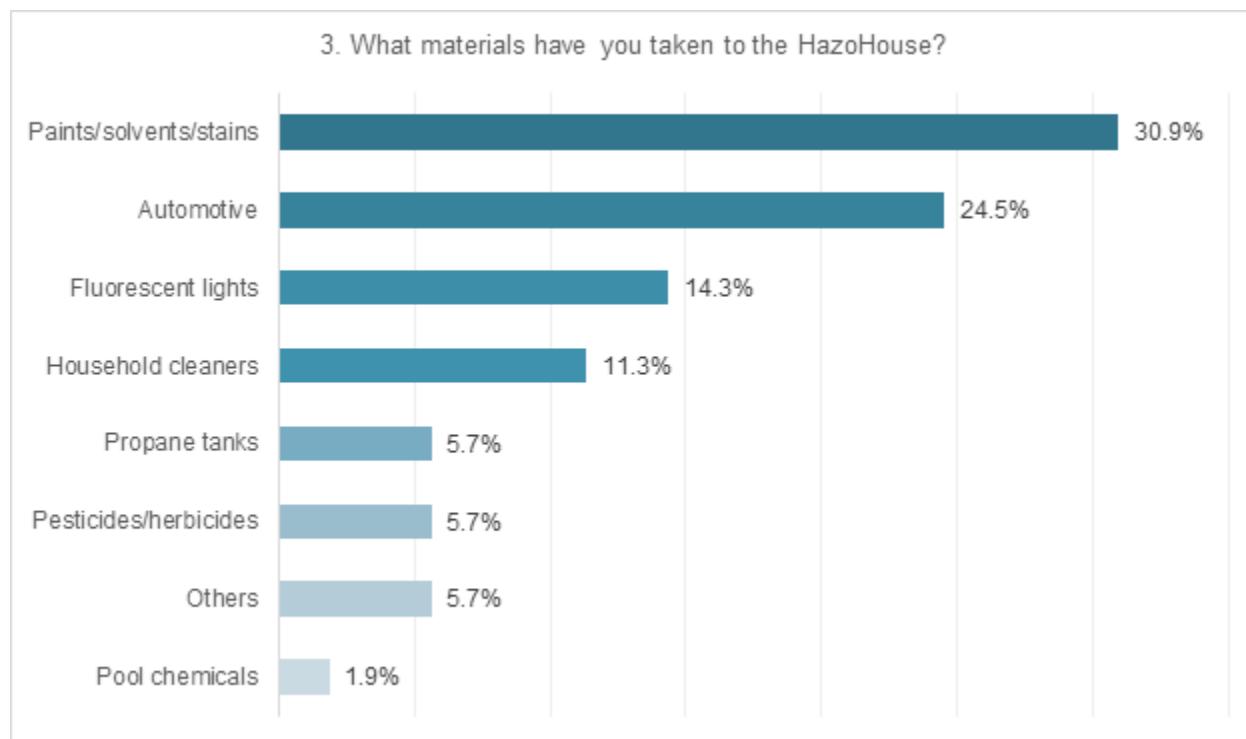


Figure 3-4. Materials taken to HazoHouse

EDUCATION AND ASSISTANCE

- 13% of respondents were aware of the Business Pollution Prevention Program.
- 70% of respondents knew they have a clear protocol in place at work for managing hazardous products and 14% were unsure.
- While 60% of respondents have used the County website for information on hazardous materials, only 19% prefer to get the information on the website. Another 34% prefer to receive educational materials via email and 19% prefer mail (Figure 3-5).

6. How would you prefer to receive educational materials about the HazoHouse facility and other programs?

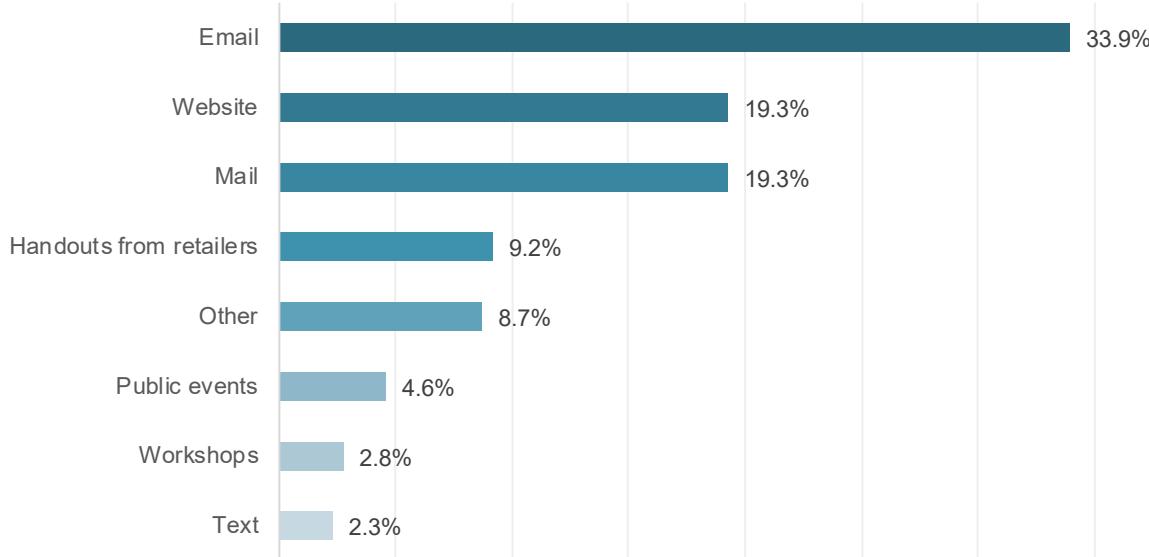


Figure 3-5. Preferences for Receiving Educational Materials

REUSE AND PRODUCT STEWARDSHIP

- While only 10% of respondents knew they'd previously used a HHW reuse program (most commonly the Swap Shop at HazoHouse), 73% said they would use the program if it was available at HazoHouse. This suggests that if the Swap Shop is reinstated at HazoHouse in the future, advertising the program could be an effective way to increase participation.
- 45% of respondents have participated in take-back programs, most commonly E-Cycle (Figure 3-6). The majority of those that answered "Other" specified electronics take-back programs.

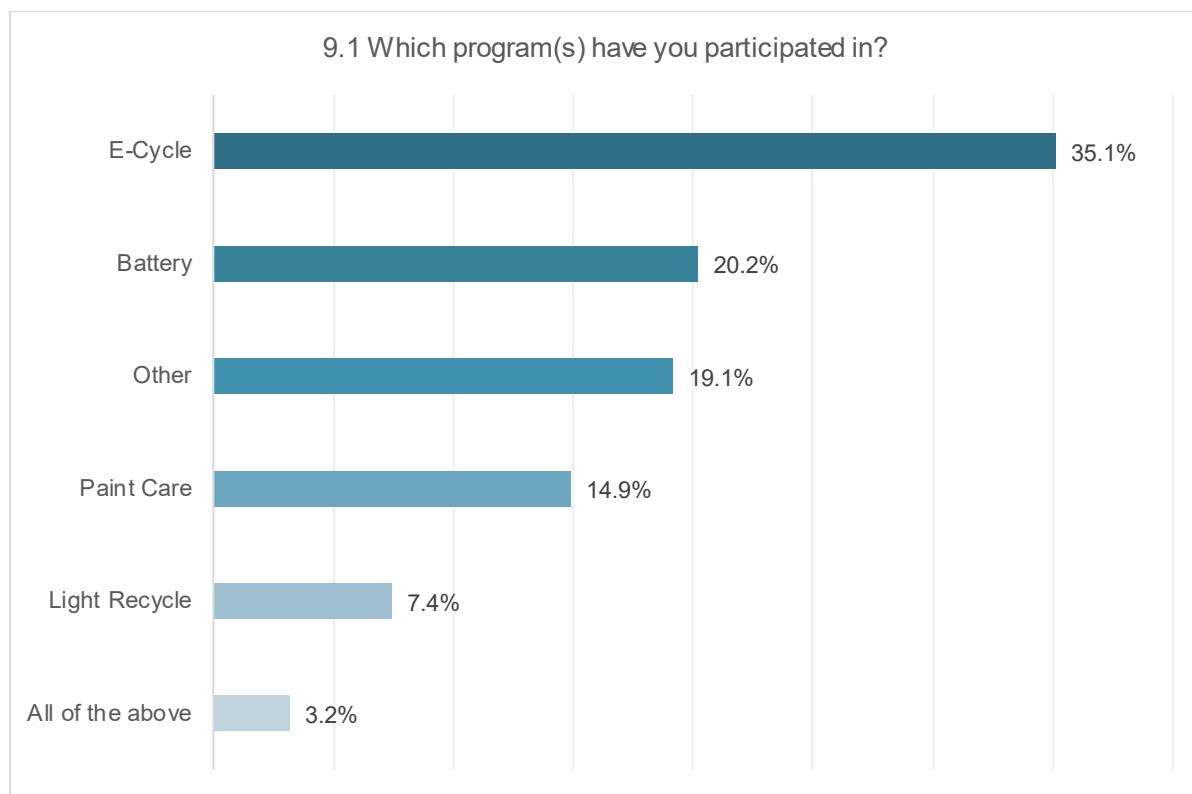


Figure 3-6. Take-back Program Participation

BEHAVIORS

- 88% of respondents read warning labels on HHW products.
- Most respondents store their HHW in their garage (39%) or under the sink (26%) at home.
- The main motivations for purchasing products were effectiveness (37%) and less toxic ingredients (36%) (Figure 3-7).

13. What is your primary motivation for selecting cleaning and other household products?

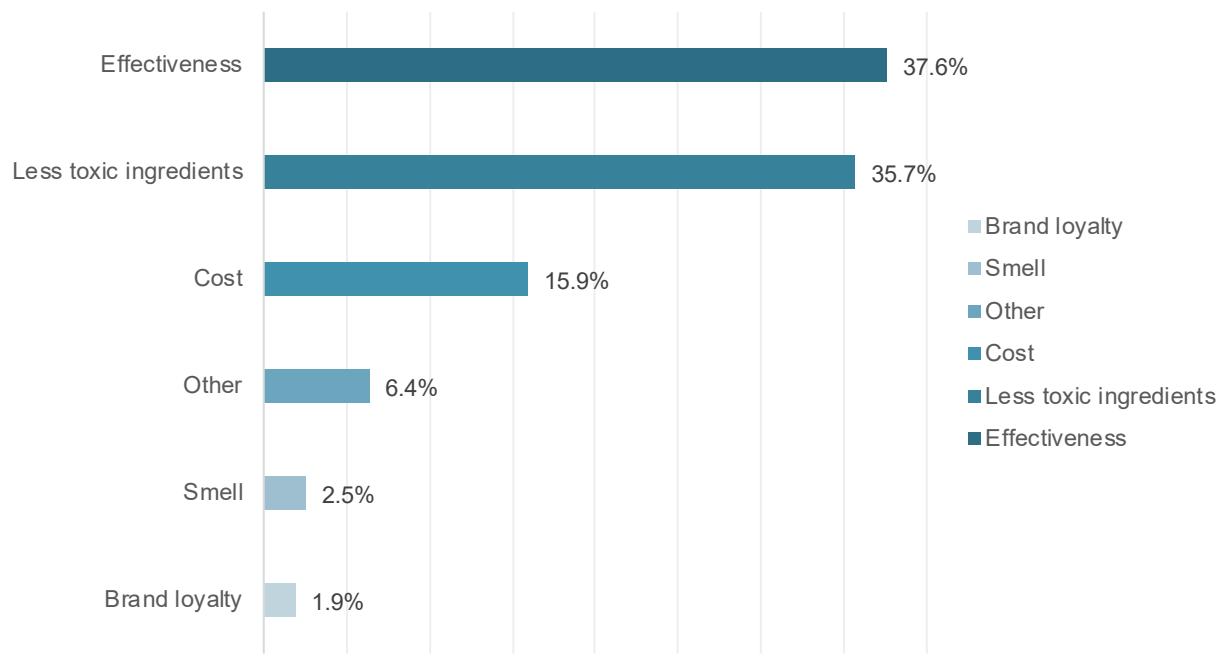


Figure 3-7. Primary Motivations for Purchasing Household Products

PROGRAM IMPROVEMENTS

- When asked what the County could do to improve HHW disposal and recycling service, 15% requested pickup service of HHW and 12% asked for additional drop-off locations. Another 7% of respondents requested more public education to increase awareness.

3.4 Thurston County South County Transfer Station Survey

Thurston County administered a public survey in 2022 at the Rainier and Rochester Drop-Box sites in the southern portion of the County. The engagement effort included both intercept and online surveys over six weeks and received a total of 415 responses. The purpose of the survey was to evaluate the possibility of the development of a new transfer station facility in the southern portion of the County. Key findings from this survey effort that are relevant to the objectives of the 2024 survey are included in this section.

3.4.1 Key Findings

- Overall, HHW services ranked second for additional services requested in the south county (following organics).
- 58% of south county survey participants travel to the WARC for recycling and disposal services.
- 45% of survey respondents said they were willing to travel up to 10 miles to a disposal site. Nearly all of the remaining respondents said they would be willing to travel up to 20 miles. This finding is comparable to the 2024 survey, which found that 80% of survey participants travel up to 15 miles to get to the WARC.



Figure 3-8. 2022 South County Transfer Station Survey



CHAPTER 4.0 EXISTING FACILITIES AND PROGRAMS

4 Existing Facilities and Programs

4.1 Introduction

This chapter discusses existing MRW handling facilities, programs and education and outreach.

4.2 Background

This section provides a summary of MRW definitions, regulations and guidance, and Thurston County MRW facilities.

4.2.1 Definitions

MRW is defined as solid waste that is limited to conditionally exempt Small-Quantity Generators (SQG) waste and HHW. MRW has the same characteristics of hazardous waste; flammability, corrosivity, toxicity, and/or reactivity, and therefore poses the same risks. Washington State and federal laws do not regulate these wastes as hazardous wastes. MRW is regulated by WAC 173-350-360 under the authority of RCW 70A.300 and RCW 70A.205.

HOUSEHOLD HAZARDOUS WASTE

The Hazardous Household Substances List developed by Ecology is shown in Table 4-1. The Hazardous Household Substance list is not exhaustive but is meant as a starting point for local governments to identify household products which may pose public health or environmental risks in the planning area. Items listed have at least one hazardous property such as flammable, toxic, corrosive, reactive, or radioactive. If generated in a residence, these products become HHW when discarded.

SMALL QUANTITY GENERATOR WASTE

Many businesses and institutions produce small quantities of dangerous wastes. To be a Small Quantity Generator, a business or institution produces dangerous waste at rates of less than 220 pounds per month or per batch (or 2.2 pounds per month of extremely hazardous waste) and accumulates less than 2,200 pounds of hazardous waste (or 2.2 pounds of extremely hazardous waste) on site. Extremely hazardous wastes include certain pesticides and other poisons that are more toxic and pose greater risks than other MRW. Businesses and institutions that meet these conditions are SQGs and are subject to fewer state and federal regulations. However, they still must follow the Dangerous Waste Regulations, for example they are still required to:

- Designate waste promptly at the point of generation.
- Count dangerous waste and determine generator category.
- Manage dangerous waste safely.
- Ensure dangerous waste delivery to an approved facility.
- Submit an annual report and notifying of treatment activities (if assigned an active EPA/State ID Number).

Table 4-1. Household Hazardous Substance List

| This list is provided by Ecology as required by RCW 70A.300.350(4)(a) | | | | |
|---|-----------|-------|-----------|----------|
| Substance(s) or Class(es) of Substances | Hazards | | | |
| Group 1: Repair and Remodeling | Flammable | Toxic | Corrosive | Reactive |
| Adhesives, Glues, Cements | X | X | | |
| Cement Etching Solutions | | | X | |
| Roof Flashing Containing Lead | | X | | |
| Roof Coatings, Sealants | | X | | |
| Caulkings, Sealants | | X | | |
| Epoxy Resins | X | X | | X |
| Latex (water) Based Paints with mold inhibitors | | X | | |
| Solvent Based Paints | X | X | | |
| Solvents, Thinners | X | X | X | X |
| Paint Removers, Strippers | | X | X | |
| Group 2: Cleaning Agents | Flammable | Toxic | Corrosive | Reactive |
| Oven Cleaners | | X | X | |
| Rust Removers | | | X | |
| Degreasers, Spot Removers | X | X | X | |
| Toilet, Drain, Septic Cleaners | | X | X | |
| Polishes, Waxes, Strippers | X | X | X | |
| Deck, Patio, Chimney Cleaners | X | X | X | |
| Solvent Cleaning Fluid | X | X | X | X |
| Household Bleach (< 8% solution) | | | X | |
| Group 3: Poisons | Flammable | Toxic | Corrosive | Reactive |
| Insecticides | X | X | | |
| Fungicides | | X | | X |
| Rodenticides | | X | | X |
| Molluscides | | X | | |
| Wood Preservatives | | X | | |
| Moss Retardants | | X | X | |
| Herbicides | | X | | |
| Fertilizers | | X | X | X |
| Group 4: Auto, Boat, and Equipment Maintenance | Flammable | Toxic | Corrosive | Reactive |
| Batteries | X | X | X | X |
| Waxes, Cleaners | X | X | X | |
| Paints, Solvents, Cleaners | X | X | X | X |
| Aerosol Cans | X | X | X | X |
| Adhesives, Glues, Cements | X | X | | |
| Fuel or Oil Additives | X | X | X | X |
| Gasoline | X | X | X | X |
| Flushes | X | X | X | X |
| Auto Body Repair Materials | X | X | | |
| Motor Oil | | X | | |
| Diesel Oil | X | X | | |
| Antifreeze | | X | | |
| Group 5: Hobby and Recreation | Flammable | Toxic | Corrosive | Reactive |
| Paints, Thinners, Solvents | X | X | X | X |
| Pool/Sauna Chemicals | X | X | X | X |
| Photo Processing Chemicals | X | X | X | X |
| Metal Cleaning, Refining Chemicals | | X | X | X |
| Glues, Cements | X | X | X | |

4.3 Moderate-Risk Waste Generation

RCW 70A.300.350(1)(a) requires local governments to prepare hazardous waste management plans that contain an assessment of the quantities, types, generators, and fates of hazardous waste in each jurisdiction. This Plan serves to compile that data for Thurston County, and this chapter focuses on the MRW associated with HHW and SQG aspects/quantities of hazardous waste. The quantities, types, and fates of MRW in Thurston County are described in Section 4.4. The following subsections focus on the generators of this waste in Thurston County.

4.3.1 Hazardous Waste Inventory

The following information helps provide an inventory of hazardous waste management in Thurston County by addressing dangerous waste generators (i.e., large-quantity generators), contaminated sites, transporters and processing facilities, and locations where hazardous waste facilities can be sited (“zone designations”). Additional information on generators located within the County, and the waste they produce can be found online: [ECY Hazardous Waste Facilities Search Tool](#)

GENERATORS OF HAZARDOUS WASTE

Small Quantity Generators (SQGs) are not required to register with the State of Washington. Ecology records (latest data as of June 2024) show that 136 businesses and institutions in Thurston County are registered as hazardous waste generators and have reported the generation of waste. Of those registered, there are 68 small quantity generators, 26 medium quantity generators, and 42 large quantity generators. Additional information on potential SQGs not registered with Washington State can be found in Section 4.3.2.

REMEDIAL ACTION SITES

Ecology's list of confirmed and suspected contaminated sites in Thurston County can be found online through the [What's in my Neighborhood](#) tool. There are a total of 472 sites listed in Thurston County, 185 of which are still in the process of or awaiting cleanup.

HAZARDOUS WASTE SERVICES (TRANSPORTERS AND FACILITIES)

Ecology records show there are no State regulated Treatment, Storage, and Disposal facilities managing hazardous waste in the county. Multiple private companies, in and out of the state, provide transportation and disposal services for a wide range of materials. The current list of these companies can be found on the Ecology website.⁷ This list is not exhaustive, and an online search could find other hazardous waste service providers. Thurston County contracts with Clean Harbors as their transporter and disposal services for MRW collection.

ZONE DESIGNATIONS

The general requirements for dangerous waste management facilities are included in WAC 173-303-280. While there are currently no such facilities in Thurston County, it is required for local hazardous waste plans to describe the eligible zones designated in each jurisdiction in accordance with RCW 70A.300.370. According to Ecology records,

⁷ [Ecology's Waste service providers webpage](#)

the following jurisdictions have approved land use zones described in local ordinances where a dangerous waste facility could be located: Thurston County, Olympia, Lacey, Tumwater, Yelm, Bucoda, and Tenino.

4.3.2 **Inventory of Moderate-Risk Waste Generators**

As stated above, MRW generators include HHW from local residents as well as SQG from local businesses and institutions. According to the most recent census data, there are 115,695 households and 6,686 employer establishments in Thurston County⁸. For residential sources in particular, products may be stored for multiple years before the resident determines that the material is no longer useful or needed and takes it to an MRW facility. In addition, although quantities and types of MRW collected and shipped are tracked, it is unknown how many residents are recycling or disposing of wastes through drop-off programs and private collection services. Also unknown is the number of SQGs utilizing the services of private collection companies for their hazardous wastes.

4.4 Existing Facilities and Programs

This section describes existing facilities and programs that manage MRW in Thurston County.

4.4.1 **HazoHouse**

The WARC, which operates as the main solid waste transfer station facility for Thurston County, is located at 2420 Hogum Bay Road NE, Lacey, Washington, and accepts MSW from municipal, commercial, and self-haul (public) customers. The WARC offers opportunities for the public and SQGs to drop-off MRW in a dedicated facility known as HazoHouse. Figure 4-1 provides the layout of facilities located at the WARC, including the location of the HazoHouse facility.

⁸ [U.S. Census Bureau QuickFacts: Thurston County, Washington](#)



Figure 4-1. WARC Facility Layout

Thurston County owns and operates a fixed facility, HazoHouse, to collect MRW from residents and SQGs. This 2,870-sf facility, constructed in 2011, offers residents the opportunity to safely dispose of their HHW at no cost and eligible businesses can dispose of waste for a small fee. Informational handouts on recycling and proper waste disposal are available at the facility. HazoHouse operates seven days per week from 8:00 a.m. through 4:45 p.m. HazoHouse currently accepts the following items for recycling and disposal:

- Automotive products (brake fluid, oil filters)
- Antifreeze – limit of 5 gallons per vehicle per day
- Motor oil – limit of 5 gallons per vehicle per day
- Batteries except standard alkaline - Each battery must be placed in an individual, sealable plastic bag.
- Oil-based and latex paint – limit of 10 gallons per vehicle per day.
- Thinners and solvents
- Cleaning supplies
- Glues and adhesives
- Pesticides
- Pool and hobby chemicals



Figure 4-2. HazoHouse Bulking Area

- Liquid fuels – limit of 5 gallons per vehicle per day
- Fluorescent lights, compact fluorescent lights, High Intensity Discharge lights, yard light bulbs and their ballasts. – limit of 10 per vehicle per day. No broken bulbs or light tubes taped together. Transport them in their original boxes if possible. Ballasts labeled as “no PCBs” should be disposed of as garbage.
- Propane containers (5 gallons or smaller) – Limit of three propane tanks per vehicle per day. Accepted tanks include:
 - Standard barbecue tanks
 - Compact camp stove propane canisters (such as the green Coleman single-use fuel canisters)
 - Small, narrow propane cylinders used by plumbers and other contractors.
- Products containing mercury - place thermometers in their original containers or in two plastic sealable bags.

4.4.2 Collection Programs

The following bullets describe current MRW collection programs operating in Thurston County:

- Batteries, both auto lead acid and NiCad/NIMH/Lithium, are accepted at HazoHouse. In 2023, Washinton State Legislature passed a law requiring battery manufacturers to create a statewide collection system for portable batteries beginning in 2027 and medium batteries by 2029.
- Electronic waste is accepted through the E-Cycle Washington program. The E-Cycle Washington program allows for the collection and recycling of televisions, desktop computers, laptop computers, tablet computers, e-readers, portable video disc players, and computer monitors. However, peripherals such as keyboards, mice, and printers are not covered by the program. More than 330 collection sites (statewide) have been established since January 2009. Since inception, E-Cycle Washington has collected more than 460 million pounds of discarded electronics. Names and locations of collection sites can be obtained by calling 1-800-RECYCLE or going to the following website: www.ecyclewashington.org.



Figure 4-3. E-Cycle Washington

- Marine related hazardous waste is collected by Thurston County at the Olympia Yacht Club, Swantown Marina, and Zittles Marina. Thurston County provides covered containers at each site and accepts antifreeze, gasoline, diesel, oil, oil filters, sorbents, bilge waste, paint-related materials, zinc anodes, aerosols, and miscellaneous other waste. Collected marine related hazardous waste is transported to HazoHouse for further processing and packaging.



Figure 4-4. Marine Waste Collection

- Mercury-containing lights are accepted through the LightRecycle program. HazoHouse participates in this program and accepts fluorescent tubes at no charge. Additional collection sites can be found via the following link:
<https://www.lightrecycle.org/>



Figure 4-5. Light Recycle Washington

- The state has set a goal for 80 percent of household used oil to be collected and re-refined. To help achieve this goal, used oil is accepted at HazoHouse, Parts Plus in Olympia and Lacey, Valley Repair in Tenino, Rainier Drop-Box site, and the Rochester Drop-Box site, or at one of several privately owned businesses. The County owned and operated sites incorporate used oil best management practices when accepting used oil from the public and SQG's. Ecology recommended and implemented used oil best management practices can be found at: [Ecology's Public Used Oil Collection - Focus on Reducing PCB Contamination](#). All used oil collected through County-owned sites is re-refined, as oil is collected from County-operated tanks and private businesses. Currently used oil is collected by Arcom and hauled to other companies that re-refine the oil.
- Additional collection sites can be found at the following website: <http://1800recycle.wa.gov/>
- Paint is accepted through the PaintCare recycling program. HazoHouse participates in this program and accepts paints at no charge. Additional collection sites can be found at the following website: <https://www.paintcare.org/drop-off-sites/>
- The Washington State Department of Agriculture conducts agricultural chemical waste collection events in Washington state on an as-needed basis. Participants must sign up in advance to bring in wastes, but there is no cost to participate.
- SQGs and large-quantity generators use the services of private companies that collect specific types of wastes, but little public information is available on the amounts collected in this manner.



Figure 4-6. PaintCare

Thurston County provides online assistance for HHW disposal and recycling options online on the [Where Do I Take My?](#) page.

4.4.3 Processing, Transport, and Disposal

MRW has traditionally been processed, transported, and disposed of through the HazoHouse facility, located at the WARC, for recycling or disposal according to its Washington State Department of Transportation hazard classification (flammable, toxic, acid, corrosive, or reactive). MRW collected at the HazoHouse facility is shipped to licensed hazardous waste treatment, storage, and/or disposal facilities. Table 4-2 provides the quantities of MRW processed, transported, and disposed (HHW and SQG) through HazoHouse in 2021, 2022, and 2023.

Table 4-2. HazoHouse Quantities Shipped (in pounds)

| Waste Type | 2021 | 2022 | 2023 |
|-------------------------------|----------------|----------------|----------------|
| Acids | 9,537 | 7,750 | 7,900 |
| Antifreeze | 5,659 | 5,715 | 4,640 |
| Aerosols | 33,813 | 33,624 | 22,100 |
| Bases | 15,500 | 13,500 | 16,940 |
| Flammable Gases | 3,671 | 2,849 | 2,958 |
| Flammable Liquids | 76,815 | 54,650 | 82,289 |
| Flammable Solids | 280 | 250 | - |
| Fluorescent Tubes | 1,000 | 1,000 | 1,500 |
| Mercury | - | 736 | - |
| Oil – Non-Contaminated | 36,090 | 37,240 | 34,185 |
| Organic Peroxides | 28 | 20 | 33 |
| Oxidizers | 2,000 | 2,000 | 1,507 |
| Paint and Related Materials | 143,250 | 111,800 | 110,750 |
| Pesticides/Poisons | 11,354 | 12,750 | 10,950 |
| PCB Containing Materials | 323 | - | 474 |
| Reactives | 28 | - | 60 |
| Batteries (All types) | 52,292 | 43,751 | 50,285 |
| Other Materials/Non-Regulated | 23,200 | 22,250 | 24,600 |
| TOTAL (in pounds) | 414,840 | 349,885 | 371,171 |
| Participants | 26,089 | 27,163 | 28,283 |

4.4.4 Household Hazardous Waste Education

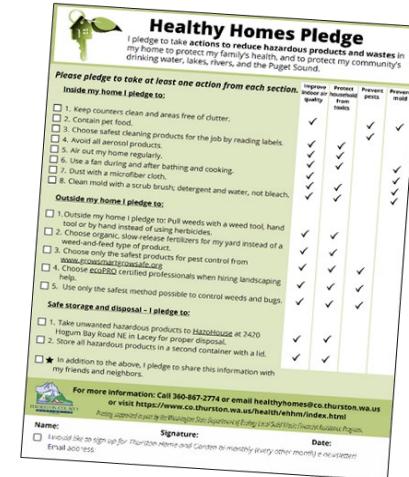
Thurston County Public Health and Social Services Department (Health Department) implements the household and public education programs for Thurston County as recommended in the HWMP. These programs are funded with tipping fees with the goal to reduce residents' use of hazardous products and promote that hazardous products which cannot be reduced are properly used, stored, and handled. Thurston County staff conduct the following projects to educate residents regarding HHW:

- Healthy Home and Yard presentations and workshops
- Fairs and Events
- Healthy Homes and Housing Partnerships
- Retail-based Education and Outreach
- Healthy Childcare

In 2023, the following events, presentations, and partnerships were conducted:

HEALTHY HOME & GARDEN COMMUNITY EVENTS/PRESENTATIONS/PARTNERSHIPS

- ✓ Nine Common Sense Gardening workshops with 136 participants and seven tabling events with 497 contacts.
- ✓ Eight Healthier Home workshops with 109 participants and two tabling events engaging 24 participants.
- ✓ Housing partnerships effort with low-income residents engaged 25 participants in safer cleaning practices (pledges and kits distributed).
- ✓ Gathered more than 235 pledges from local residents who committed to improve their practices regarding use, storage, and disposal of HHW.



The image shows a 'Healthy Homes Pledge' form. At the top, it says 'I pledge to take actions to reduce hazardous products and wastes in my home to protect my family's health, and to protect my community's drinking water, lakes, rivers, and the Puget Sound.' Below this is a section titled 'Please pledge to take at least one action from each section.' It is divided into three main sections: 'Inside my home I pledge to:', 'Outside my home I pledge to:', and 'Safe storage and disposal - I pledge to:'. Each section contains a list of actions with checkboxes. To the right of each section are four columns of checkmarks: 'Improve indoor air quality', 'Protect household tools', 'Protect pets', and 'Protect people'. At the bottom, there is a section for 'For more information: Call 360-877-2774 or email healthyhomes@co.thurston.wa.us or visit <https://www.co.thurston.wa.us/healthyliving/index.html>'. It also includes fields for 'Name:', 'Signature:', 'Date:', and 'Email address:'.

Figure 4-7. Healthy Homes Pledge

RETAIL STORE (POINT-OF-PURCHASE) OUTREACH

- ✓ Distributed over 20,000 Common Sense Gardening, Integrated Pest Management, Safe Medicine Return, and other waste-related guides through point-of-purchase, community kiosks and events.

HOUSEHOLD EDUCATION AND ASSISTANCE

- ✓ Provided Healthy Homes and environmental health information line assistance, serving 45 residents with Healthy Home and Yard advice.
- ✓ Issued six editions of Thurston Home and Garden e-newsletter, reaching over 850 residents per issue.
- ✓ Used oil education and outreach through pamphlets and County websites.



Figure 4-8. Retail Point of Purchase display

BEYOND BLEACH: TRAININGS FOR CHILDCARE

- ✓ Seven childcare trainings for 55 childcare providers, over 200 children served by these centers.

NETWORKS AND PARTNERSHIPS

- ✓ Go Green Lawn Care

- ✓ Thurston Conservation District
- ✓ Thurston ECO Network
- ✓ Washington statewide ecoPRO
- ✓ E3 Washington
- ✓ ...and more

Additional information on MRW education and outreach programs can be found on the Thurston County website.⁹

4.4.5 Business Pollution Prevention

The Thurston County Health Department provides pollution prevention assistance and regulates businesses that handle, store, or generate hazardous materials or waste, incentivizing businesses to adopt best management practices that reduce or eliminate the use of hazardous chemicals.

The Health Department participates in the Pollution Prevention Assistance (PPA) program which is comprised of representatives from cities, counties, and health departments across Washington. The program is funded through Ecology and provides free technical assistance to businesses that generate, handle, or store hazardous materials or waste.

Health Department technical assistance visits are designed to reduce or eliminate hazardous waste and pollutants at the source. A local pollution prevention specialist meets with organizations to evaluate current activities and practices. The specialist will discuss concerns, observations, solutions, and work directly to help solve common challenges around dangerous wastes, stormwater, solid waste, and spill prevention. This collaborative process limits liability, reduces risk, and improves work environments.

Between July 1, 2023, and June 30, 2024, program representatives conducted a total of 157 site visits through the PPA program. Of those, 112 were initial site visits, 42 were follow-up visits, and 3 were screening visits (a site visit was attempted but either access was denied or it was discovered that the business was not an SQG). Thurston County is required to complete 250 site visits each biennium, so those completed in the first year of this reporting period puts the County ahead of schedule for meeting the threshold. Examples of businesses visited include different types of automotive shops, commercial printers, dental offices, dry cleaners, school laboratories, auto recyclers, and paint contractors.

When working with a business, the goal is to bring the business into compliance with the Thurston County Nonpoint Source Pollution Ordinance (Article VI of the Sanitary Code)



Figure 4-9. County Business Pollution Prevention Campaign

⁹ <https://www.thurstoncountywa.gov/departments/public-works/solid-waste/garbage-recycling/household-hazardous-waste>

and provide the appropriate resources for correctly managing waste streams in the future. If practices or physical handling and storage methods need to be changed, a time is set up to have changes made, and return for a follow up. Formal enforcement action is not the preferred method for bringing businesses into compliance with the ordinance.

When a business is determined to be complying with the ordinance, they are given a Notice of Compliance, describing how their general waste stream is managed, the amount managed per month, and how they have chosen to manage the waste.

If a business is not in compliance with the ordinance at the conclusion of the initial visit, they are provided a Notice of Non-Compliance (NONC), which describes what wastes or products need to be addressed in order to be in compliance.

Most businesses are pleased with the outcome of the visits though some businesses may have to invest in pollution prevention equipment or supplies to satisfy the requirements of the Nonpoint Source Pollution Ordinance. Many were already in compliance before the technical assistance visit or are able to make simple changes to properly manage their waste streams. Additional information on this program is located on the County website:¹⁰

SQG and small business technical assistance and education are also conducted by Ecology. Information on the Ecology Small Quantity Generator assistance and education programs can be found on the Ecology website.¹¹

4.4.6 Compliance and Enforcement

Compliance issues are handled by the Health Department, which responds to complaints and other problems as they are identified. The Health Department receives LSWFA grant funding for this purpose. Additional information on Health Department compliance and enforcement responsibilities can be found in Section 5.3.1 Thurston County Public Health and Social Services Department.

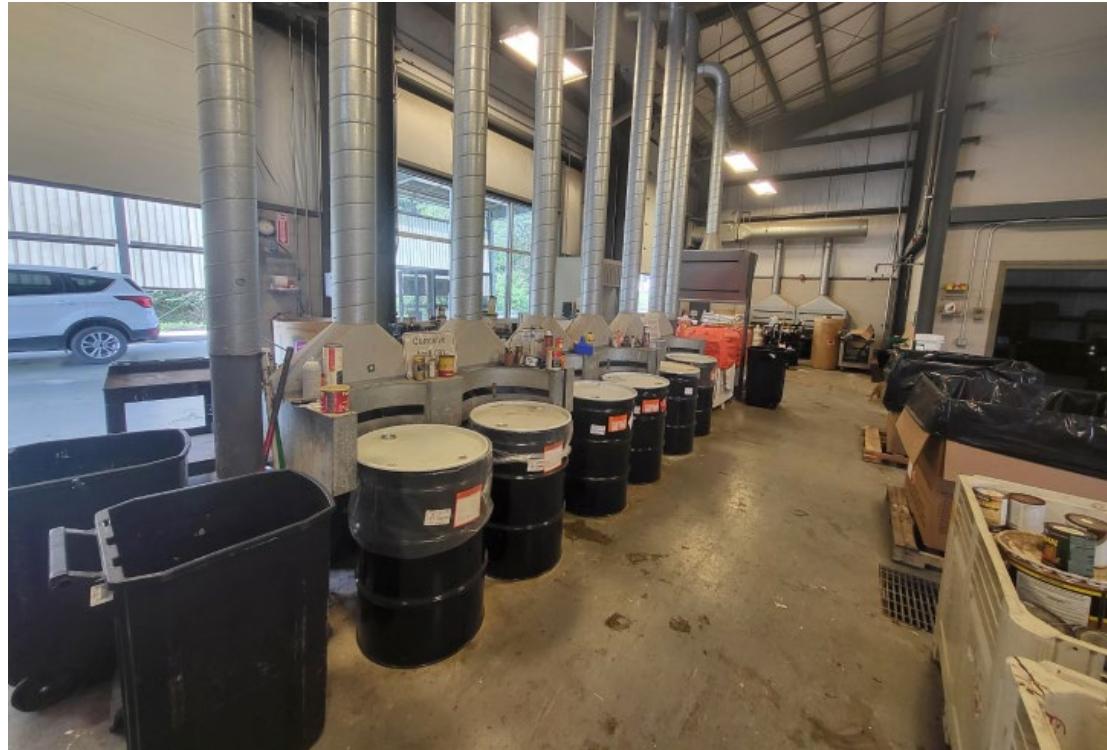
4.5 Status of Previous Recommendations

The status of the recommendations made by the 2014 Plan can be found in Appendix C.

¹⁰ <https://www.thurstoncountywa.gov/departments/public-health-and-social-services/environmental-health/business-pollution-prevention>

¹¹ <https://ecology.wa.gov/regulations-permits/guidance-technical-assistance/dangerous-waste-guidance/dangerous-waste-basics/generator-category/small-quantity-generators>

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CHAPTER 5.0 ADMINISTRATION, FINANCING, AND ENFORCEMENT

5 Administration and Financing

5.1 Introduction

This chapter addresses the administrative and financing activities related to hazardous waste.

5.2 Background

The County, cities, towns, and other organizations and agencies are responsible for providing administration and financing of federal, state, and local laws and regulations that guide the planning, operation, and maintenance of the region's hazardous waste management system. The County hazardous waste management system is required to meet applicable standards for the protection of human health and environmental quality in the region. Legal authority for the County HWMP is based on Washington State statute and County Board of Health Code. Federal law exempts HHW and SQGs from requirements of federal regulations.

5.3 Existing Conditions

Administrative responsibility for hazardous waste handling systems in the County is currently divided among multiple agencies and jurisdictions in local, county, and state governments. Each organization involved in the County hazardous waste management system is described below.

5.3.1 Thurston County Public Health and Social Services Department

PHSS works with the public, businesses, cities, and state agencies to develop and implement plans for the safe storage, collection, transportation, and final disposal of MRW. The powers and duties of local boards of health are described in RCW 70.05.060, which includes enacting and enforcing local rules to protect public health as well as establishing fees for services provided to protect public health. PHSS's role is to comply with RCW 70A.300 and WAC 173-350 – Solid Waste Handling Standards, the Thurston County Code and Thurston County Sanitary Code. PHSS is responsible for the following:

- Permitting MRW facilities operating in the County.
- Ensuring that permits are consistent with the HWMP, local ordinances, and appropriate state and federal regulations.
- Oversight of existing permitted facilities.



Figure 5-1. PHSS Staff Inspection

- Responding to complaints regarding improper storage and disposal of MRW.
- Implementation and enforcement of used oil point of sale signage and container standards. The County does not have an ordinance for the implementation and enforcement of used oil point of sale signage and container standards. Currently private retailers in Thurston County use their own corporate signage for internal collection programs, but PHSS plans to implement container standards in compliance with RCW 70A.224.040.
- Investigating illegal dumping and non-permitted dump sites.
- Provide pollution prevention assistance and regulate businesses that handle, store, or generate hazardous materials or waste.
- Develop and implement plans to reduce hazardous materials in the home and provide education on safe storage and collection of HHW.
- Perform abatement on properties that pose a public health and safety risk or when authorized by a court order.
- Maintaining the HWMP as adopted in relation to public health, safety, and sanitation by all persons in the County.

MRW facility permits are required in accordance with WAC 173-303 and WAC 173-350. Facilities are required to obtain MRW handling permits from PHSS.

PHSS and the County Public Works Department maintain a Memorandum of Understanding (MOU) for services related to solid and hazardous waste prevention, regulation, enforcement, education and outreach, and technical assistance which is funded with solid waste tipping fees. The following staffing levels are currently funded through this MOU:

- Three Solid Waste Enforcement employees
- Two Hazardous Waste Regulation and Technical Assistance employees
- One Section Supervisor
- Two Education and Outreach Specialists
- One (part-time/30 hours) Education and Outreach Program Assistant

Applicants for new MRW permits within the County will notify PHSS. Each applicant will submit a permit application and a SEPA checklist to PHSS, which will be forwarded to the County Public Works Department.

The County Public Works Department will then request a meeting of the SWAC for the purpose of reviewing the permit application for conformance with the HWMP. The SWAC will review the documents and return its findings to PHSS to consider and include those findings in its final decision.

PHSS will forward such findings and comments, along with the SEPA checklist and permit application, to the Thurston County Board of Health. Final approval or denial of the application shall rest with PHSS, which shall issue its approval/disapproval of the application within 90 days after its receipt, pursuant to RCW 70A.300.

5.3.2 Thurston County Department of Public Works - Solid Waste Division

The Washington State Hazardous Waste Management Act, RCW 70A.300, assigns local government the primary responsibility for managing MRW.

Authorization for local governments to coordinate with those persons involved in providing privately owned hazardous and MRW facilities and services is described in 70A.300 RCW as follows: “If a local government determines that a moderate-risk waste will be or is adequately managed by one or more privately owned facilities or services at a reasonable price, the local government shall take actions to encourage the use of that private facility or service. Actions taken by a local government under this subsection may include, but are not limited to, restricting or prohibiting the land disposal of a moderate-risk waste at any transfer station or land disposal facility within its jurisdiction.” Because no private MRW facilities were located within the County, the County and its planning partners authorized HazoHouse to be the facility to accept MRW. Washington State law requires local governments to have a HWMP and update it from time to time.



Figure 5-2. HazoHouse Bulking Room

The County has entered into interlocal agreements with incorporated cities and towns prior to starting the HWMP review, update, and adoption process. These agreements address the HWMP participation and can be found in Appendix A.

The County exercises its operational MRW responsibilities through the County Public Works, Solid Waste Division (PWSW). The specific administrative functions performed include:

- Administering, staffing, and operating HazoHouse
- Administering and staffing public education programs for MRW
- Administering contracts
- Maintaining the HWMP as adopted in relation to public health, safety, and sanitation and providing regulations to govern the storage, collection, transfer, transportation, processing, use, and final disposal of solid waste and selected hazardous wastes by persons within the County
- Providing staff support for the SWAC

The PWSW HazoHouse is staffed by three Moderate Risk Waste Technicians.

PWSW is funded by the solid waste fees collected from the transfer station and drop-box sites and SQG fees assessed at HazoHouse (see Appendix H for current HazoHouse SQG fee assessment). The County also receives LSWFA grant monies from Ecology for MRW management and planning activities, HazoHouse operations, and pilot projects.

Table 5-1 outlines the 2024 budget for HazoHouse. The difference between revenues and expenditures is funded through solid waste tipping fees collected at the County-owned sites. The Thurston County Solid Waste Division assesses the tipping fee at all County owned and operated solid waste facilities. Approximately 2.5 percent of the tipping fee is designated for MRW and used oil recycling and disposal operations and reserves for contaminated oil disposal and facility upgrades. Table 5-2 includes the estimated budget and budget reserve for contaminated used oil.

Table 5-1. Thurston County HazoHouse Financial Information

| Revenue and Expense | 2024 Budget |
|--|--------------------|
| Revenues | |
| SQG Revenues | \$18,000 |
| LSWFA Grant | \$268,392 |
| Total Revenues | \$286,392 |
| Expenditures | |
| Salaries and Benefits (Employee Compensation) | \$340,736 |
| Supplies (Operational Supplies) | \$39,200 |
| Professional Services (Contracts with Vendors for Recycling and Disposal Services) | \$240,000 |
| Utilities and Rentals (Utilities and Equipment Rentals) | \$37,000 |
| Interfund Services (Communications) | \$6,715 |
| Transfer Out to Environmental Health (Contractual Permitting, Education and Outreach, Inspections) | \$408,112 |
| Total Expenses | \$1,071,763 |

Table 5-2. Used Oil Recycling Financial Information

| Used Oil Recycling Element | Estimated Cost per Year |
|--|-------------------------|
| Implementation of the used oil recycling element (Collection, management, sign and container enforcement, education, and outreach) | \$30,000* |
| Budget reserve for contaminated oil disposal | \$30,000* |
| Total Estimated Cost | \$60,000 |

**These are estimates provided by PHSS based on 2014 Plan and current records of oil disposal costs.*

Thurston County Solid Waste Advisory Committee

Per RCW 70A.200, the Board of County Commissioners has appointed the SWAC to help develop solid waste and MRW handling programs and policies. The SWAC has adopted by-laws that can be amended by the SWAC, subject to the approval by the Board of County Commissioners. The SWAC consists of a minimum of nine members and a maximum of twelve members, each with one vote, and membership is outlined in the bylaws to include citizens, public interest groups, businesses, the waste management industry, agriculture, and local elected officials. Additional information regarding the SWAC by-laws can be found in Appendix D.

5.3.3 Washington State Department of Ecology

RCWs, specifically 70A.205 and 70A.300, provide for a comprehensive, statewide solid waste and hazardous waste management program and assign primary responsibility for solid waste and MRW handling to local governments. These regulations give each county, in cooperation with its cities, the task of setting up coordinated solid waste and hazardous waste management plans that place an emphasis on waste reduction and recycling programs, and MRW management strategies that reduce or eliminate the use of hazardous chemicals while protecting the environment. Enforcement and regulatory responsibilities are assigned to cities, counties, or jurisdictional health departments (such as the County PHSS), and Ecology (depending on the specific activity and local preferences). While Washington State law assigns primary responsibility for managing MRW to local governments, Ecology maintains regulatory and enforcement responsibility for dangerous waste generators, remedial action sites, transporters, and facilities that recycle, treat, store and/or dispose of hazardous waste.



Figure 5-3. Ecology MQG

Ecology has promulgated WAC 173-350, Solid Waste Handling Standards, which addresses the operational and other requirements for MRW facilities.

Under MTCA (RCW 70A.305), grants are available to local governments for hazardous waste management plans and programs and remedial actions to clean up existing hazardous waste sites. Solid and hazardous waste planning and programs are funded through the LSWFA Grants program administered by Ecology's Solid Waste Management Program. The state rule that governs this program is WAC 173-312 – Local Solid Waste Financial Assistance.

5.3.4 United States Environmental Protection Agency

At the federal level, RCRA regulates large generators of hazardous waste and delegates management of hazardous waste to the states.

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CHAPTER 6.0 STRATEGY ANALYSIS AND IMPLEMENTATION PLAN

6 Strategy Analysis and Implementation Plan

This chapter provides an analysis of planning issues considered and information about the cost and schedule for implementing the recommendations made in the HWMP. Information is also provided on monitoring progress and maintaining the HWMP.

6.1 Strategy Analysis

The following strategies were reviewed for consideration and potential implementation.

What data is available to ensure equity in access and service levels throughout Thurston County?

Data collection is critical to best serve Thurston County residents on proper management and disposal of MRW and to determine which residents are being potentially underserved. Nationwide research indicates that the average resident needs to dispose of HHW once every 7.4 years.¹² To meet this need, HHW collections should be serving at least 13.5 percent of the region's households each year. In 2023, Thurston County reported 28,283 customers utilized the HazoHouse facility. TRPC estimates that there were 126,700 households in Thurston County in 2023.¹³ This shows that the participation level throughout Thurston County was at 22 percent, far above the 13.5 percent average household service need.

In 2022, Thurston County conducted stakeholder engagement regarding the South County Transfer Station Siting Study and in 2024, additional stakeholder engagement was conducted that provided insight on customer behavior, education and outreach, reuse options, product stewardship, and potential program improvements. Information on the 2024 stakeholder engagement can be found in Chapter 3.

Continued study of participation at HazoHouse (and future MRW facilities) would help identify barriers for residents and businesses, increase engagement, inform targeted expansion of services, and improve accessibility to better serve all community members.

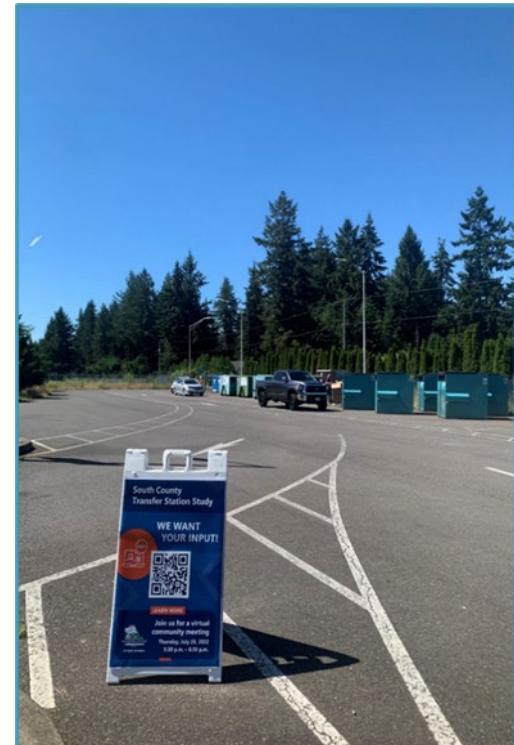


Figure 6-1. South County Transfer Stations Stakeholder Engagement

¹² Nightingale, David. Waste Advantage. November 2, 2020. [HHW Collection Effectiveness Metric - Waste Advantage Magazine](#)

¹³ [Population, Housing, and Employment Data | Thurston Regional Planning Council, WA \(trpc.org\)](#)

Recommended Strategy

- **Data Collection 1** – Continue to collect participation data at HazoHouse (and future facilities) and in programs to engage the community, increase equitable participation in MRW management and disposal, and improve programs.

What facilities and programs will be needed to meet the future needs of households and small quantity generators?

Thurston County currently owns and operates HazoHouse located at the WARC in Lacey, Washington. The facility accepts HHW free of charge and collects a fee for SQG disposal of MRW. No other fixed facilities for HHW and SQG collection and disposal services are offered within Thurston County other than some specific product collection programs as outlined in Section 4.4.2.

In 2022, as part of the South County Transfer Station Stakeholder Engagement process, neighboring Lewis County noted that households from the southern portion of Thurston County utilized the Lewis County Hazo Hut facility located at the Central Transfer Station in Centralia due to longer travel distance to HazoHouse at the WARC.

Thurston County is considering options for a transfer station to replace the Rainier and Rochester drop-box facilities. As part of that project, PWSW will consider construction of an MRW facility to increase program accessibility and meet the needs of residents and businesses in the southern portion of Thurston County.

In previous years, Waste Mobile collected HHW in underserved areas. Other municipalities in Washington State provide HHW collection events to serve remote areas. Until an MRW collection option is implemented in the southern portion of Thurston County, the County needs to consider how best to provide HHW disposal options to meet the needs of residents and ensure HHW is not improperly disposed.

Recommended Strategies

- **Facility 1** - Continue operations of HazoHouse facility.
- **Facility 2** - Review and complete capital improvements to HazoHouse facility as outlined in the County Capital Improvement Program.
- **Facility 3** - Consider construction of an MRW facility to meet the needs of residents and businesses in the southern portion of Thurston County.
- **Facility 4** – Consider options for providing HHW collection methods to serve remote areas in the County and implement as appropriate.

What MRW reduction methods can be considered?

With the implementation of product stewardship programs and extended producer responsibility (EPR) and recycling options for electronic waste, batteries, mercury-containing lights, used oil, paint, and other materials, reviewing the MRW waste stream and considering options for reuse and reduction programs at HazoHouse will be critical to minimize operational costs.

Prior to 2021, HazoHouse managed a reuse program called the “swap shop” designed as a free sharing program for participants to leave and/or pickup unused, or partially

used, HHW products. The program was discontinued due to potential legal responsibility and safety concerns. Thurston County is currently exploring alternative structures to the reuse program, such as scheduling pickups by appointment only and/or targeting non-profits and internal departments that can reuse materials, such as cleaning products. Thurston County anticipates that program alternatives will mitigate challenges that arise from the prior self-serve reuse programs while still reducing HazoHouse operational costs associated with transport and disposal of MRW and increasing reuse opportunities.

The above actions, coupled with promoting policies that reduce use of and exposure to hazardous products and encouraging product stewardship programs, will reduce MRW in the system requiring disposal. The increased use of safer alternatives and implementation of strategic education and outreach plans to households and SQGs on choosing safer alternatives are anticipated to reduce the quantity of MRW in Thurston County's system.

Recommended Strategy

- **Program 1** - Consider implementation of program alternatives that promote product reuse from HazoHouse.

How can people and the environment be better protected from hazardous materials?

To support and enhance a vibrant MRW system, prioritizing actions that protect people and the environment from hazardous materials will be key strategies to implement over the life of this HWMP. Advocating for policy actions that promote safer alternatives, prevent exposures to hazardous materials, and support and advocate producer responsibility and product stewardship for hazardous products will provide a solid approach for implementation.

Actions for consideration could include:

- Support and pursue legislative actions that advance product stewardship and EPR for MRW.
- Advance policies that reduce exposure to hazardous products and increase the use of safer alternatives.
- Implement a strategic education and outreach plan to households and SQGs on choosing safer alternatives, safe use and storage of hazardous products, and how to safely dispose of MRW.
- Provide technical assistance and support to residents, SQGs, municipalities, and community groups in the use of safer alternatives and new EPR programs.
- Provide pollution prevention assistance and regulatory guidance to businesses that handle, store, or generate hazardous waste.



Figure 6-2. Ecology Safer Products for Washington

- Investigate and respond to complaints regarding improper storage and disposal of MRW and undertake potential clean-up actions.

Recommended Strategies

- **Program 2** - Advocate for policy actions and education and outreach programs that promote safer alternatives, prevent exposure to hazardous materials, and support EPR and product stewardship for hazardous products.
- **Program 3** - Implement strategic education and outreach programs for households and SQGs that promote choosing safer alternatives, safe use and storage, and safe disposal.

How can we ensure that our messaging is inclusive to all of Thurston County?

The Thurston Board of County Commissioners (BoCC) declared racism a crisis through Resolution No. 15995, and the Board of Health proclaimed Racism a Public Health Crisis in March 2021. In December 2021, the BoCC passed Resolution No. 16097 establishing the Council on Racial Equity and Inclusion (Council).

The purpose of the Council is to advise and engage the BoCC, Board of Health, and elected and appointed officials on matters of racial equity and inclusion within county services and the policies, processes, and practices used to accomplish the mission of Thurston County government.

The Council's responsibilities include, and are not limited to:

- Recommendations for strategies to increase access for Black, Indigenous and People of Color (BIPOC) residents and to reduce barriers to Thurston County provided services and resources.
- Identifying opportunities to increase the participation of underrepresented BIPOC community members in the development and implementation of Thurston County government ordinances, regulations, policies, and programs.
- Providing input to the BoCC, Board of Health, elected and appointed officials, and Thurston County employees and volunteers to develop and implement a Racial Equity Action Plan, including future updates and modifications, and other efforts aimed at creating a more equitable community.



“Thurston County commits to pursuing systemic change by promoting equity, inclusion, and diversity in all aspects of county government.”

Adopted December 2023

- Providing input to the BoCC, Board of Health, and elected and appointed officials to conduct a regular reoccurring community assessment to understand the current state of diversity, equity, and inclusion as experienced by Thurston County residents.
- Serving as a facilitating form to hear from community partners about the needs and priorities of local BIPOC communities to support meaningful use and action by Thurston County.

In December 2023, the BoCC unanimously approved to adopt Thurston County's first Racial Equity Action Plan to guide the efforts in identifying and mitigating inequities and disparities within the community.

Developing MRW materials in multiple languages supports the Racial Equity Plan and the Council's responsibilities. Currently, Thurston County provides access to a variety of online and printed resources to learn topics as they relate to MRW handling and disposal for both households and SQGs. Some resources are available in multiple languages, although currently not all resources are translated. Materials printed by Thurston County should also include contact information for accessing the Americans with Disabilities Act (ADA) relay service.

Recommended Strategy

- **Program 4-** Ensure that MRW messaging is all-inclusive and supports the Racial Equity Action Plan.

What options exist for strategic partnerships and collaboration?

Thurston County is an active member of the Washington State Association of Counties and affiliate groups including the Washington State Association of Local Public Health Officials and the Washington State Association of County Solid Waste Managers. These affiliations allow participation in the legislative process through evaluation and input as to how proposed legislation may impact the community and operations.

County staff could also consider collaboration with other local jurisdictions by participating in Ecology MRW coordinator meetings and/or MRW safety and technical trainings and meetings offered by the Northwest Chapter of the North American Hazardous Materials Management Association (NAHMMA).

In addition, Thurston County and Ecology participate in the Pollution Prevention Partnership to provide technical assistance to SQGs.

Recommended Strategies

- **Program 5 -** Continue membership in the Washington State Association of Counties affiliate groups to allow for evaluation and input into future legislative initiatives and consider opportunities for MRW-related training for County staff.
- **Enforcement 1 -** Continue cooperative MRW enforcement activities through PHSS and Ecology to ensure residents and businesses comply with pollution prevention and proper MRW handling requirements.

What additional funding will be necessary to ensure the MRW management system remains healthy and vibrant?

Funding for the MRW management system relies on tipping fees assessed on solid waste, MRW permit fees, LSWFA grant funding, and HazoHouse fees assessed on SQGs. Thurston County is currently undertaking a rate study to determine funding needs for the solid waste and MRW management system over the next decade. As part of that rate study, Thurston County will review fees assessed on SQGs and adopt a revised fee schedule, as necessary.



Figure 6-3. County Solid Waste Scalehouse

As new programs or facilities are implemented, additional funding may be necessary to ensure that the MRW management system remains healthy and vibrant with adequate staffing provided for program implementation. There should be an annual review of fees assessed and programs and facilities needs to ensure adequate funding is provided.

Currently, the Thurston County SWMP and HWMP are separately adopted documents. There is only one other county in the state that is adopting these plans as separate documents. The County should consider adopting the HWMP as part of the SWMP update process in the future.

Recommended Strategies

- **Financing 1** - Provide adequate funding to ensure the MRW management system remains healthy and vibrant and review funding needs on a yearly basis.
- **Administration 1** - Provide adequate staffing to ensure that HazoHouse operations (and future facility operations), MRW permitting, MRW oversight, Pollution Prevention Assistance, investigations, and property abatement are maintained.
- **Administration 2** - Consider adopting the HWMP as part of the SWMP update process.

6.2 Recommended Strategies, Implementation Schedule, and Budget

The following recommendations are made to continue to manage MRW generated in Thurston County. Table 6-1 provides the approximate budget for HWMP recommendations that incur additional costs above and beyond current status quo costs and programs, proposed implementation schedule, and primary responsibility.

Table 6-1. Summary of Recommendations, Implementation Schedule, Responsibility, and Budget

| Strategy | Recommendation | Implementation Responsibility | Projected Implementation Costs | Implementation Schedule |
|--------------------------------|---|-------------------------------|--------------------------------|-------------------------|
| Facilities and Programs | | | | |
| Data Collection 1 | Continue data collection of participation at HazoHouse and future facilities and programs to engage the community and meet the needs for MRW participation and programs. | County | \$5,000 | Ongoing |
| Facility 1 | Continue operations of HazoHouse facility. | County | \$0 | Ongoing |
| Facility 2 | Review and complete capital improvements to HazoHouse facility as outlined in the County Capital Improvement Program. | County | TBD as Implemented | Ongoing |
| Facility 3 | Consider construction of an MRW facility to meet the needs of residents and businesses in the southern portion of Thurston County. | County | TBD as Implemented | 2025–2030 |
| Facility 4 | Consider options for providing HHW collection methods to serve remote areas in the County and implement as appropriate. | County | TBD as Implemented | 2025-2030 |
| Program 1 | Consider implementation of program alternatives that promote product reuse at HazoHouse facility. | County | \$15,000 | Ongoing |
| Program 2 | Advocate for policy actions and education and outreach programs that promote safer alternatives, prevent exposure to hazardous materials, and support EPR and product stewardship for hazardous products. | County and Cities | \$50,000 | Ongoing |
| Program 3 | Implement strategic education and outreach programs for households and SQGs that promote choosing safer alternatives, safe use and storage, and safe disposal. | County and Cities | \$25,000 | Ongoing |
| Program 4 | Ensure that MRW messaging is all-inclusive and supports the Racial Equity Action Plan. | County | \$25,000 | Ongoing |

| Strategy | Recommendation | Implementation Responsibility | Projected Implementation Costs | Implementation Schedule |
|---|--|-------------------------------|--------------------------------|-------------------------|
| Program 5 | Continue membership in the Washington State Association of Counties affiliate groups to allow for evaluation and input into future legislative initiatives and consider opportunities for MRW-related training for County staff. | County | \$10,000 | Ongoing |
| <i>Administration, Financing and Enforcement</i> | | | | |
| Administration 1 | Provide adequate staffing to ensure that HazoHouse operations, MRW permitting, MRW oversight, Pollution Prevention Assistance, investigations, and property abatement are maintained. | County | \$50,000 ¹ | Ongoing |
| Administration 2 | Consider adopting the HWMP as part of the SWMP update process. | County and Cities | \$0 | 2025–2026 |
| Financing 1 | Provide adequate funding to ensure the MRW management system remains healthy and vibrant and review funding needs on a yearly basis. | County | \$0 | Ongoing |
| Enforcement 1 | Continue cooperative MRW enforcement activities through PHSS and Ecology to ensure residents and businesses comply with pollution prevention and proper MRW handling requirements. | County and Ecology | \$0 | Ongoing |
| Total | | | \$180,000 | - |

¹Ongoing yearly cost for employment of an educator position.

6.3 State Environmental Policy Act

Ecology requires that the potential impacts of this HWMP be evaluated according to the State Environmental Policy Act (SEPA) process. A SEPA checklist has been prepared to fulfill that requirement and is included as Appendix E. The SEPA checklist is a “non-project proposal” intended to address new programs recommended by the HWMP. As a non-project proposal SEPA checklist, it is unable to fully address the potential impacts of facilities proposed in this HWMP. Any new facility will need to undergo its own SEPA review process.

Thurston County issued a determination of non-significance that the recommendations in the HWMP will not have a probable significant adverse impact on the environment. A copy of this determination is included as Appendix E.

6.4 Twenty-Year Implementation Program

Hazardous waste management in Thurston County will continue to evolve based on changes in products manufactured and used; demographics; the local, state, and national economies; regulations; and advancements in product safety and extended producer responsibility programs implemented. Fortunately, Thurston County's current hazardous waste management system is functioning effectively.

The current process of funding hazardous waste programs through tipping fees, grants, and other facility permit fees provides adequate funding. If, in the future, it becomes advisable to seek additional sources of funding potential, funding options will need to be determined.

6.5 Draft Review

Thurston County provided the draft 2025 through 2030 HWMP for review to stakeholders. Comments were received from Ecology and stakeholders. Comments received and responses to those comments are included as Appendix G.

6.6 Procedures for Amending the HWMP

The Hazardous Waste Management Act (RCW 70A.300) requires local governments to maintain their HWMPs in current condition. HWMPs must be reviewed and revised, if necessary, at least every 5 years. This HWMP should be reviewed in 2030 or as part of the next Thurston County SWMP review. Before that time, the HWMP can be kept in current condition through amendments. An "amendment" is defined as a process that is simpler than a revision. If there is a significant change in the hazardous waste system, however, a revision may be necessary before the 5-year period is done.

Changes in the HWMP may be initiated by Thurston County, working with the SWAC to develop and review proposed changes, or by outside parties. For the latter, individuals or organizations wishing to propose HWMP amendments before the scheduled review must petition the PHSS Environmental Health Director in writing. The petition should describe the proposed amendment and its specific objectives and should explain why immediate action is needed prior to the next scheduled review. The Environmental Health Director will investigate the basis for the petition and prepare a recommendation.

If the Environmental Health Director determines that the petition warrants further consideration, the petition will be referred to the SWAC for review and recommendation. The Environmental Health Director will draft the proposed amendment together with the SWAC. Whether the proposed amendment has been initiated by Thurston County or an outside party, the proposed amendment must be submitted to the legislative bodies of all participating jurisdictions and Ecology for review and comment. Adoption of the proposed amendment will require the concurrence of all affected jurisdictions.

The Environmental Health Director may develop reasonable rules for submitting and processing proposed HWMP amendments and may establish reasonable fees to investigate and process petitions. Administrative rulings of the Environmental Health Director may be appealed to the Board of Health.

Minor changes may occur in the hazardous waste management system, whether due to internal decisions or external factors. These can be adopted without going through a formal amendment process. If there is uncertainty about whether or not a change is “minor,” it should be discussed by the SWAC, and a decision should be made based on the consensus of that committee.

Implicit in the development and adoption of this HWMP is the understanding that in the future Thurston County may need to take emergency action for various reasons and that these actions can be undertaken without the need to amend this HWMP beforehand. In that case, the Environmental Health Director will endeavor to inform the SWAC and other key stakeholders as soon as feasibly possible but not necessarily before new actions are implemented. If the emergency results in permanent and significant changes to the hazardous waste system, an amendment to this HWMP will be prepared in a timely fashion. If, however, the emergency actions are undertaken only on a temporary or short-term basis, an amendment may not be necessary. Questions about what actions may be considered “temporary” or “significant” should be brought to the SWAC for their advice.

Similar to the allowance for emergency action discussed above, Thurston County will need to make operational decisions and expenditures to comply with future regulatory changes and update permit requirements as applicable. HWMP update and coordination with the SWAC will not be required or initiated for these future actions, because they are considered operational activities.

Appendix A. Solid Waste Interlocal Agreements

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INTERGOVERNMENTAL AGREEMENT FOR THE
THURSTON COUNTY
SOLID WASTE MANAGEMENT PLAN AND THE HAZARDOUS
WASTE PLAN UPDATES

THIS AGREEMENT, made and entered into this 11th day of December 2012 by and between Thurston County, Washington, and the incorporated municipality of Bucoda which is organized under the laws of the State of Washington and are herein collectively referred to as the "Participating Municipality;"

WHEREAS, the Participating Municipality agreed, pursuant to the Solid Waste Management Act, Chapter 70.95 RCW, and the Hazardous Waste Management Act, Chapter 70.105 RCW, to participate in preparing the 2013 Thurston County Comprehensive Solid Waste Management Plan and the Local Hazardous Waste Plan, hereinafter referred to as the "Plans;" and

WHEREAS, it is to the mutual advantage of the Participating Municipality and their citizens to contract pursuant to Chapter 39.34 RCW for the purpose of providing joint county-municipality integrated solid waste and hazardous waste management programs; and

WHEREAS, that Intergovernmental Agreement and the plans identify that the Plans shall be reviewed and revised by the Participating Municipality once every five (5) years; and

WHEREAS, the Participating Municipality have the opportunity to reaffirm their inclusion in the joint Plans;

NOW THEREFORE, for and in consideration of the mutual promises and covenants contained herein, it is agreed by the Participating Municipality hereto as follows:

1. PURPOSE OF AGREEMENT

The purpose of this Agreement is to allow the county and the participating municipality to jointly prepare and ultimately adopt an update to the joint Comprehensive Solid Waste Management Plan, pursuant to Chapter 70.95 RCW, for waste reduction, recycling, collection, transfer and disposal of solid waste generated within the boundaries of the Participating Municipality and Thurston County. This agreement also includes ultimately adopting an update to the Hazardous Waste Plan for Thurston County.

2. SOLID WASTE and HAZARDOUS WASTE MANAGEMENT

After adoption of the Plans by Participating Municipality, Thurston County will be the designated agent for the Participating Municipality for the administration of the Plans within Thurston County and shall have full authority to implement solid and hazardous waste management programs and services consistent with the Plans, for the Participating Municipality and the residents within the boundaries of the Participating Municipality, excluding the manner of collection and transfer of solid waste refuse within the corporate limits of those cities and towns which are the Participating Municipality. Such management shall be conducted in conformance with all state and federal laws and regulations. Included with such management shall be the carrying of public liability insurance with limits in accordance with standard practice. Thurston County shall indemnify and hold harmless the other Participating Municipalities and shall defend against any claims for personal injury or property damage arising out of Thurston County's management and operations of the solid waste programs set out under the Plan. Thurston County shall not indemnify, hold harmless, or defend any claims arising out of the actions of a Participating Municipality or any activities under a Participating Municipality's control.

Plans administration and government processes shall be set forth in more detail in the Plans as adopted.

3. FINANCING, FUNDS AND BUDGET

a. The costs of the Plans administration and implementation shall be administered through the County Solid Waste Fund. The fund shall be established and maintained through user fees, grants, gifts, loans and other lawful funding sources as outlined in the Plans and agreed upon between the Participating Municipality.

b. Thurston County shall continue to maintain a Solid Waste Fund as a dedicated enterprise fund within the County budget. All revenues and expenditures in connection with the Plans subject to this Agreement shall be budgeted and accounted for through this fund.

4. ACCOUNTING

Thurston County shall maintain accounts for the solid waste management program and the hazardous waste program in accordance with the requirements of the Washington State Auditor. Authorized representatives of any party hereto shall have the right to inspect the accounting concerning the solid and hazardous waste management programs at any reasonable time.

5. PROPERTY RIGHTS

Title to all property acquired with funds from the Solid Waste Fund shall vest in Thurston County. In the event of sale of any property acquired using the Solid Waste Fund, the proceeds from the sale shall be deposited in the Solid Waste Fund unless otherwise required by law, regulation, grant or contract.

6. ADMISSION OF NEW PARTIES

Additional municipal entities may be added to this Agreement upon such terms and conditions as the Participating Municipalities and the new party agree upon in writing.

7. EFFECT ON PRECEDING CONTRACT

This Agreement, upon its execution by all parties, supersedes prior Intergovernmental Agreement for the Thurston County Comprehensive Solid Waste Management Plan.

8. DURATION

This Agreement shall remain in effect for five (5) years from the effective date; or until replaced by a new intergovernmental agreement.

9. PLAN ADOPTION

The final Plan shall be adopted through Resolution of the Participating Municipality and the County. The Plan shall be reviewed and revised by the Plan Participants at least once every five (5) years following approval of the Plan by the Washington State Department of Ecology (Ecology). Any necessary revisions or amendments to the Plan will be accomplished through a process defined in the Plan.

10. EFFECTIVE DATE

This Agreement shall be effective following its execution by the Board of Thurston County Commissioners after execution by the Participating Municipality; and following the recording of this Agreement with the Thurston County Auditor, as required by RCW 39.34.

11. TERMINATION

After the Plan has been prepared and submitted to Ecology for final review, any Participating Municipality may terminate its involvement in this Agreement within 30 days following the 45 day final review period by Ecology. Should any Participating Municipality not agree to adoption of the Plan, the Participating Municipality will not adopt the Plan and shall immediately begin preparing its own Municipal Solid Waste Management Plan for approval by Ecology in full accordance with all Plan regulations and guidelines.

This Agreement has been executed by each party on the date set forth below.

THURSTON COUNTY



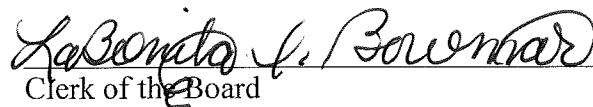
Chairman, Board of County Commissioners
Date: April 9, 2013

CITY OF Bucoda



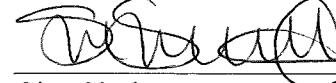
Mayor, Alan Carr
Date: 12/11/2012

ATTEST:



Clerk of the Board

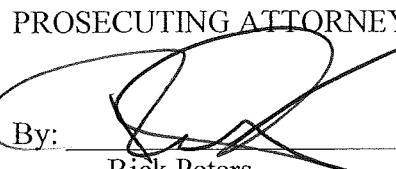
ATTEST:



City Clerk

APPROVED AS TO FORM:

JON TUNHEIM
PROSECUTING ATTORNEY

By: 

Rick Peters
Deputy Prosecuting Attorney

INTERGOVERNMENTAL AGREEMENT FOR THE
THURSTON COUNTY
SOLID WASTE MANAGEMENT PLAN AND THE HAZARDOUS
WASTE PLAN UPDATES

THIS AGREEMENT, made and entered into this 16TH day of
NOVEMBER, 2011 by and between Thurston County, Washington, and the incorporated
municipality of the City of Lacey which is organized under the laws of the State of
Washington and are herein collectively referred to as the "Participating Municipality;"

WHEREAS, the Participating Municipality agreed, pursuant to the Solid Waste
Management Act, Chapter 70.95 RCW, and the Hazardous Waste Management Act,
Chapter 70.105 RCW, to participate in preparing the 2013 Thurston County
Comprehensive Solid Waste Management Plan and the Local Hazardous Waste Plan,
hereinafter referred to as the "Plans;" and

WHEREAS, it is to the mutual advantage of the Participating Municipality and
their citizens to contract pursuant to Chapter 39.34 RCW for the purpose of providing joint
county-municipality integrated solid waste and hazardous waste management programs;
and

WHEREAS, that Intergovernmental Agreement and the plans identify that the
Plans shall be reviewed and revised by the Participating Municipality once every five (5)
years; and

WHEREAS, the Participating Municipality have the opportunity to reaffirm their
inclusion in the joint Plans;

NOW THEREFORE, for and in consideration of the mutual promises and
covenants contained herein, it is agreed by the Participating Municipality hereto as
follows:

1. PURPOSE OF AGREEMENT

The purpose of this Agreement is to allow the county and the participating
municipality to jointly prepare and ultimately adopt an update to the joint Comprehensive
Solid Waste Management Plan, pursuant to Chapter 70.95 RCW, for waste reduction,
recycling, collection, transfer and disposal of solid waste generated within the boundaries
of the Participating Municipality and Thurston County. This agreement also includes
ultimately adopting an update to the Hazardous Waste Plan for Thurston County.

2. SOLID WASTE and HAZARDOUS WASTE MANAGEMENT

After adoption of the Plans by Participating Municipality, Thurston County will be
the designated agent for the Participating Municipality for the administration of the Plans

within Thurston County and shall have full authority to implement solid and hazardous waste management programs and services consistent with the Plans, for the Participating Municipality and the residents within the boundaries of the Participating Municipality, excluding the manner of collection and transfer of solid waste refuse within the corporate limits of those cities and towns which are the Participating Municipality. Such management shall be conducted in conformance with all state and federal laws and regulations. Included with such management shall be the carrying of public liability insurance with limits in accordance with standard practice. Thurston County shall indemnify and hold harmless the other Participating Municipalities and shall defend against any claims for personal injury or property damage arising out of Thurston County's management and operations of the solid waste programs set out under the Plan. Thurston County shall not indemnify, hold harmless, or defend any claims arising out of the actions of a Participating Municipality or any activities under a Participating Municipality's control.

Plans administration and government processes shall be set forth in more detail in the Plans as adopted.

3. FINANCING, FUNDS AND BUDGET

a. The costs of the Plans administration and implementation shall be administered through the County Solid Waste Fund. The fund shall be established and maintained through user fees, grants, gifts, loans and other lawful funding sources as outlined in the Plans and agreed upon between the Participating Municipality.

b. Thurston County shall continue to maintain a Solid Waste Fund as a dedicated enterprise fund within the County budget. All revenues and expenditures in connection with the Plans subject to this Agreement shall be budgeted and accounted for through this fund.

4. ACCOUNTING

Thurston County shall maintain accounts for the solid waste management program and the hazardous waste program in accordance with the requirements of the Washington State Auditor. Authorized representatives of any party hereto shall have the right to inspect the accounting concerning the solid and hazardous waste management programs at any reasonable time.

5. PROPERTY RIGHTS

Title to all property acquired with funds from the Solid Waste Fund shall vest in Thurston County. In the event of sale of any property acquired using the Solid Waste Fund, the proceeds from the sale shall be deposited in the Solid Waste Fund unless otherwise required by law, regulation, grant or contract.

6. ADMISSION OF NEW PARTIES

Additional municipal entities may be added to this Agreement upon such terms and conditions as the Participating Municipalities and the new party agree upon in writing.

7. EFFECT ON PRECEDING CONTRACT

This Agreement, upon its execution by all parties, supersedes prior Intergovernmental Agreement for the Thurston County Comprehensive Solid Waste Management Plan.

8. DURATION

This Agreement shall remain in effect for five (5) years from the effective date; or until replaced by a new intergovernmental agreement.

9. PLAN ADOPTION

The final Plan shall be adopted through Resolution of the Participating Municipality and the County. The Plan shall be reviewed and revised by the Plan Participants at least once every five (5) years following approval of the Plan by the Washington State Department of Ecology (Ecology). Any necessary revisions or amendments to the Plan will be accomplished through a process defined in the Plan.

10. EFFECTIVE DATE

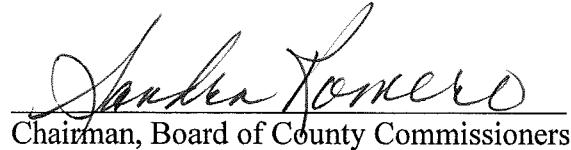
This Agreement shall be effective following its execution by the Board of Thurston County Commissioners after execution by the Participating Municipality; and following the recording of this Agreement with the Thurston County Auditor, as required by RCW 39.34.

11. TERMINATION

After the Plan has been prepared and submitted to Ecology for final review, any Participating Municipality may terminate its involvement in this Agreement within 30 days following the 45 day final review period by Ecology. Should any Participating Municipality not agree to adoption of the Plan, the Participating Municipality will not adopt the Plan and shall immediately begin preparing its own Municipal Solid Waste Management Plan for approval by Ecology in full accordance with all Plan regulations and guidelines.

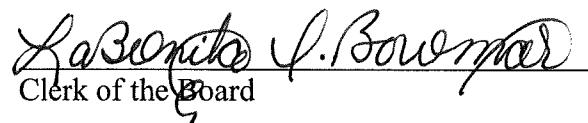
This Agreement has been executed by each party on the date set forth below.

THURSTON COUNTY


Sandra Somers
Chairman, Board of County Commissioners

Date: April 9, 2013

ATTEST:

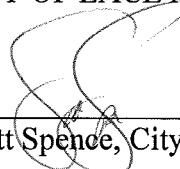
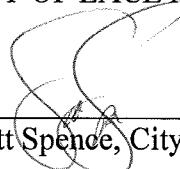

LaBonne J. Bowmar
Clerk of the Board

APPROVED AS TO FORM:

JON TUNHEIM
PROSECUTING ATTORNEY

By: 
Rick Peters
Deputy Prosecuting Attorney

CITY OF LACEY

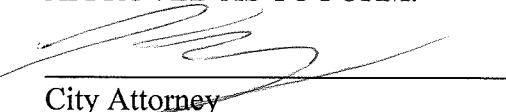

By: 
Scott Spence, City Manager

Date: _____

ATTEST:


Carol Litt
City Clerk

APPROVED AS TO FORM:


City Attorney

INTERGOVERNMENTAL AGREEMENT FOR THE
THURSTON COUNTY
SOLID WASTE MANAGEMENT PLAN AND THE HAZARDOUS
WASTE PLAN UPDATES

THIS AGREEMENT, made and entered into this 11th day of December 2012 by and between Thurston County, Washington, and the incorporated municipality of Olympia which is organized under the laws of the State of Washington and are herein collectively referred to as the "Participating Municipality,"

WHEREAS, the Participating Municipality agreed, pursuant to the Solid Waste Management Act, Chapter 70.95 RCW, and the Hazardous Waste Management Act, Chapter 70.105 RCW, to participate in preparing the 2013 Thurston County Comprehensive Solid Waste Management Plan and the Local Hazardous Waste Plan, hereinafter referred to as the "Plans;" and

WHEREAS, it is to the mutual advantage of the Participating Municipality and their citizens to contract pursuant to Chapter 39.34 RCW for the purpose of providing joint county-municipality integrated solid waste and hazardous waste management programs; and

WHEREAS, that Intergovernmental Agreement and the plans identify that the Plans shall be reviewed and revised by the Participating Municipality once every five (5) years; and

WHEREAS, the Participating Municipality have the opportunity to reaffirm their inclusion in the joint Plans;

NOW THEREFORE, for and in consideration of the mutual promises and covenants contained herein, it is agreed by the Participating Municipality hereto as follows:

1. PURPOSE OF AGREEMENT

The purpose of this Agreement is to allow the county and the participating municipality to jointly prepare and ultimately adopt an update to the joint Comprehensive Solid Waste Management Plan, pursuant to Chapter 70.95 RCW, for waste reduction, recycling, collection, transfer and disposal of solid waste generated within the boundaries of the Participating Municipality and Thurston County. This agreement also includes ultimately adopting an update to the Hazardous Waste Plan for Thurston County.

2. SOLID WASTE and HAZARDOUS WASTE MANAGEMENT

After adoption of the Plans by Participating Municipality, Thurston County will be the designated agent for the Participating Municipality for the administration of the Plans within Thurston County and shall have full authority to implement solid and hazardous waste management programs and services consistent with the Plans, for the Participating Municipality and the residents within the boundaries of the Participating Municipality, excluding the manner of collection and transfer of solid waste refuse within the corporate limits of those cities and towns which are the Participating Municipality. Such management shall be conducted in conformance with all state and federal laws and regulations. Included with such management shall be the carrying of public liability insurance with limits in accordance with standard practice. Thurston County shall indemnify and hold harmless the other Participating Municipalities and shall defend against any claims for personal injury or property damage arising out of Thurston County's management and operations of the solid waste programs set out under the Plan. Thurston County shall not indemnify, hold harmless, or defend any claims arising out of the actions of a Participating Municipality or any activities under a Participating Municipality's control.

Plans administration and government processes shall be set forth in more detail in the Plans as adopted.

3. FINANCING, FUNDS AND BUDGET

a. The costs of the Plans administration and implementation shall be administered through the County Solid Waste Fund. The fund shall be established and maintained through user fees, grants, gifts, loans and other lawful funding sources as outlined in the Plans and agreed upon between the Participating Municipality.

b. Thurston County shall continue to maintain a Solid Waste Fund as a dedicated enterprise fund within the County budget. All revenues and expenditures in connection with the Plans subject to this Agreement shall be budgeted and accounted for through this fund.

4. ACCOUNTING

Thurston County shall maintain accounts for the solid waste management program and the hazardous waste program in accordance with the requirements of the Washington State Auditor. Authorized representatives of any party hereto shall have the right to inspect the accounting concerning the solid and hazardous waste management programs at any reasonable time.

5. PROPERTY RIGHTS

Title to all property acquired with funds from the Solid Waste Fund shall vest in Thurston County. In the event of sale of any property acquired using the Solid Waste Fund, the proceeds from the sale shall be deposited in the Solid Waste Fund unless otherwise required by law, regulation, grant or contract.

6. ADMISSION OF NEW PARTIES

Additional municipal entities may be added to this Agreement upon such terms and conditions as the Participating Municipalities and the new party agree upon in writing.

7. EFFECT ON PRECEDING CONTRACT

This Agreement, upon its execution by all parties, supersedes prior Intergovernmental Agreement for the Thurston County Comprehensive Solid Waste Management Plan.

8. DURATION

This Agreement shall remain in effect for five (5) years from the effective date; or until replaced by a new intergovernmental agreement.

9. PLAN ADOPTION

The final Plan shall be adopted through Resolution of the Participating Municipality and the County. The Plan shall be reviewed and revised by the Plan Participants at least once every five (5) years following approval of the Plan by the Washington State Department of Ecology (Ecology). Any necessary revisions or amendments to the Plan will be accomplished through a process defined in the Plan.

10. EFFECTIVE DATE

This Agreement shall be effective following its execution by the Board of Thurston County Commissioners after execution by the Participating Municipality; and following the recording of this Agreement with the Thurston County Auditor, as required by RCW 39.34.

11. TERMINATION

After the Plan has been prepared and submitted to Ecology for final review, any Participating Municipality may terminate its involvement in this Agreement within 30 days following the 45 day final review period by Ecology. Should any Participating Municipality not agree to adoption of the Plan, the Participating Municipality will not adopt the Plan and shall immediately begin preparing its own Municipal Solid Waste Management Plan for approval by Ecology in full accordance with all Plan regulations and guidelines.

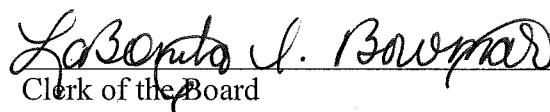
This Agreement has been executed by each party on the date set forth below.

THURSTON COUNTY.


Sandra L. Toney
Chairman, Board of County Commissioners

Date: April 9, 2013

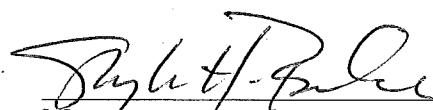
ATTEST:


LeBonita J. Bowmar
Clerk of the Board

APPROVED AS TO FORM:
JON TUNHEIM
PROSECUTING ATTORNEY

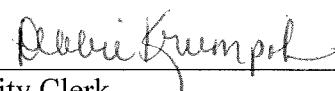

By: 
Rick Peters
Deputy Prosecuting Attorney

CITY OF OLYMPIA


Bryan T. Palmer
Mayor

Date: 12-11-12

ATTEST:


Debbie Grumpl
City Clerk

APPROVED AS TO FORM:


Dave Nienow DCA
City Attorney

**INTERGOVERNMENTAL AGREEMENT FOR THE
THURSTON COUNTY
SOLID WASTE MANAGEMENT PLAN AND THE HAZARDOUS
WASTE PLAN UPDATES**

THIS AGREEMENT, made and entered into this 25th day of September by and between Thurston County, Washington, and the incorporated municipality of Rainier which is organized under the laws of the State of Washington and are herein collectively referred to as the "Participating Municipality;"

WHEREAS, the Participating Municipality agreed, pursuant to the Solid Waste Management Act, Chapter 70.95 RCW, and the Hazardous Waste Management Act, Chapter 70.105 RCW, to participate in preparing the 2013 Thurston County Comprehensive Solid Waste Management Plan and the Local Hazardous Waste Plan, hereinafter referred to as the "Plans;" and

WHEREAS, it is to the mutual advantage of the Participating Municipality and their citizens to contract pursuant to Chapter 39.34 RCW for the purpose of providing joint county-municipality integrated solid waste and hazardous waste management programs; and

WHEREAS, that Intergovernmental Agreement and the plans identify that the Plans shall be reviewed and revised by the Participating Municipality once every five (5) years; and

WHEREAS, the Participating Municipality have the opportunity to reaffirm their inclusion in the joint Plans;

NOW THEREFORE, for and in consideration of the mutual promises and covenants contained herein, it is agreed by the Participating Municipality hereto as follows:

1. PURPOSE OF AGREEMENT

The purpose of this Agreement is to allow the county and the participating municipality to jointly prepare and ultimately adopt an update to the joint Comprehensive Solid Waste Management Plan, pursuant to Chapter 70.95 RCW, for waste reduction, recycling, collection, transfer and disposal of solid waste generated within the boundaries of the Participating Municipality and Thurston County. This agreement also includes ultimately adopting an update to the Hazardous Waste Plan for Thurston County.

2. SOLID WASTE and HAZARDOUS WASTE MANAGEMENT

After adoption of the Plans by Participating Municipality, Thurston County will be the designated agent for the Participating Municipality for the administration of the Plans within Thurston County and shall have full authority to implement solid and hazardous waste

management programs and services consistent with the Plans, for the Participating Municipality and the residents within the boundaries of the Participating Municipality, excluding the manner of collection and transfer of solid waste refuse within the corporate limits of those cities and towns which are the Participating Municipality. Such management shall be conducted in conformance with all state and federal laws and regulations. Included with such management shall be the carrying of public liability insurance with limits in accordance with standard practice. Thurston County shall indemnify and hold harmless the other Participating Municipalities and shall defend against any claims for personal injury or property damage arising out of Thurston County's management and operations of the solid waste programs set out under the Plan. Thurston County shall not indemnify, hold harmless, or defend any claims arising out of the actions of a Participating Municipality or any activities under a Participating Municipality's control.

Plans administration and government processes shall be set forth in more detail in the Plans as adopted.

3. FINANCING, FUNDS AND BUDGET

a. The costs of the Plans administration and implementation shall be administered through the County Solid Waste Fund. The fund shall be established and maintained through user fees, grants, gifts, loans and other lawful funding sources as outlined in the Plans and agreed upon between the Participating Municipality.

b. Thurston County shall continue to maintain a Solid Waste Fund as a dedicated enterprise fund within the County budget. All revenues and expenditures in connection with the Plans subject to this Agreement shall be budgeted and accounted for through this fund.

4. ACCOUNTING

Thurston County shall maintain accounts for the solid waste management program and the hazardous waste program in accordance with the requirements of the Washington State Auditor. Authorized representatives of any party hereto shall have the right to inspect the accounting concerning the solid and hazardous waste management programs at any reasonable time.

5. PROPERTY RIGHTS

Title to all property acquired with funds from the Solid Waste Fund shall vest in Thurston County. In the event of sale of any property acquired using the Solid Waste Fund, the proceeds from the sale shall be deposited in the Solid Waste Fund unless otherwise required by law, regulation, grant or contract.

6. ADMISSION OF NEW PARTIES

Additional municipal entities may be added to this Agreement upon such terms and conditions as the Participating Municipalities and the new party agree upon in writing.

7. EFFECT ON PRECEDING CONTRACT

This Agreement, upon its execution by all parties, supersedes prior Intergovernmental Agreement for the Thurston County Comprehensive Solid Waste Management Plan.

8. DURATION

This Agreement shall remain in effect for five (5) years from the effective date; or until replaced by a new intergovernmental agreement.

9. PLAN ADOPTION

The final Plan shall be adopted through Resolution of the Participating Municipality and the County. The Plan shall be reviewed and revised by the Plan Participants at least once every five (5) years following approval of the Plan by the Washington State Department of Ecology (Ecology). Any necessary revisions or amendments to the Plan will be accomplished through a process defined in the Plan.

10. EFFECTIVE DATE

This Agreement shall be effective following its execution by the Board of Thurston County Commissioners after execution by the Participating Municipality; and following the recording of this Agreement with the Thurston County Auditor, as required by RCW 39.34.

11. TERMINATION

After the Plan has been prepared and submitted to Ecology for final review, any Participating Municipality may terminate its involvement in this Agreement within 30 days following the 45 day final review period by Ecology. Should any Participating Municipality not agree to adoption of the Plan, the Participating Municipality will not adopt the Plan and shall immediately begin preparing its own Municipal Solid Waste Management Plan for approval by Ecology in full accordance with all Plan regulations and guidelines.

This Agreement has been executed by each party on the date set forth below.

THURSTON COUNTY

Sandra Lerner
Chairman, Board of County Commissioners

Date: April 9, 2013

ATTEST:

LaBonita L. Boroway
Clerk of the Board

APPROVED AS TO FORM:

JON TUNHEIM
PROSECUTING ATTORNEY

By: Rick Peters
Deputy Prosecuting Attorney

CITY OF Lainier

R
Mayor

Date: 9-25-2012

ATTEST:

Chairmaya S. Garrison
City Clerk

INTERGOVERNMENTAL AGREEMENT FOR THE
THURSTON COUNTY
SOLID WASTE MANAGEMENT PLAN AND THE HAZARDOUS
WASTE PLAN UPDATES

THIS AGREEMENT, made and entered into this 21 day of
November by and between Thurston County, Washington, and the incorporated
municipality of Tenino which is organized under the laws of the State of
Washington and are herein collectively referred to as the "Participating Municipality;"

WHEREAS, the Participating Municipality agreed, pursuant to the Solid Waste Management Act, Chapter 70.95 RCW, and the Hazardous Waste Management Act, Chapter 70.105 RCW, to participate in preparing the 2013 Thurston County Comprehensive Solid Waste Management Plan and the Local Hazardous Waste Plan, hereinafter referred to as the "Plans;" and

WHEREAS, it is to the mutual advantage of the Participating Municipality and their citizens to contract pursuant to Chapter 39.34 RCW for the purpose of providing joint county-municipality integrated solid waste and hazardous waste management programs; and

WHEREAS, that Intergovernmental Agreement and the plans identify that the Plans shall be reviewed and revised by the Participating Municipality once every five (5) years; and

WHEREAS, the Participating Municipality have the opportunity to reaffirm their inclusion in the joint Plans;

NOW THEREFORE, for and in consideration of the mutual promises and covenants contained herein, it is agreed by the Participating Municipality hereto as follows:

1. PURPOSE OF AGREEMENT

The purpose of this Agreement is to allow the county and the participating municipality to jointly prepare and ultimately adopt an update to the joint Comprehensive Solid Waste Management Plan, pursuant to Chapter 70.95 RCW, for waste reduction, recycling, collection, transfer and disposal of solid waste generated within the boundaries of the Participating Municipality and Thurston County. This agreement also includes ultimately adopting an update to the Hazardous Waste Plan for Thurston County.

2. SOLID WASTE and HAZARDOUS WASTE MANAGEMENT

After adoption of the Plans by Participating Municipality, Thurston County will be the designated agent for the Participating Municipality for the administration of the Plans within Thurston County and shall have full authority to implement solid and hazardous waste management programs and services consistent with the Plans, for the Participating Municipality and the residents within the boundaries of the Participating Municipality, excluding the manner of collection and transfer of solid waste refuse within the corporate limits of those cities and towns which are the Participating Municipality. Such management shall be conducted in conformance with all state and federal laws and regulations. Included with such management shall be the carrying of public liability insurance with limits in accordance with standard practice. Thurston County shall indemnify and hold harmless the other Participating Municipalities and shall defend against any claims for personal injury or property damage arising out of Thurston County's management and operations of the solid waste programs set out under the Plan. Thurston County shall not indemnify, hold harmless, or defend any claims arising out of the actions of a Participating Municipality or any activities under a Participating Municipality's control.

Plans administration and government processes shall be set forth in more detail in the Plans as adopted.

3. FINANCING, FUNDS AND BUDGET

a. The costs of the Plans administration and implementation shall be administered through the County Solid Waste Fund. The fund shall be established and maintained through user fees, grants, gifts, loans and other lawful funding sources as outlined in the Plans and agreed upon between the Participating Municipality.

b. Thurston County shall continue to maintain a Solid Waste Fund as a dedicated enterprise fund within the County budget. All revenues and expenditures in connection with the Plans subject to this Agreement shall be budgeted and accounted for through this fund.

4. ACCOUNTING

Thurston County shall maintain accounts for the solid waste management program and the hazardous waste program in accordance with the requirements of the Washington State Auditor. Authorized representatives of any party hereto shall have the right to inspect the accounting concerning the solid and hazardous waste management programs at any reasonable time.

5. PROPERTY RIGHTS

Title to all property acquired with funds from the Solid Waste Fund shall vest in Thurston County. In the event of sale of any property acquired using the Solid Waste Fund, the proceeds from the sale shall be deposited in the Solid Waste Fund unless otherwise required by law, regulation, grant or contract.

6. ADMISSION OF NEW PARTIES

Additional municipal entities may be added to this Agreement upon such terms and conditions as the Participating Municipalities and the new party agree upon in writing.

7. EFFECT ON PRECEDING CONTRACT

This Agreement, upon its execution by all parties, supersedes prior Intergovernmental Agreement for the Thurston County Comprehensive Solid Waste Management Plan.

8. DURATION

This Agreement shall remain in effect for five (5) years from the effective date; or until replaced by a new intergovernmental agreement.

9. PLAN ADOPTION

The final Plan shall be adopted through Resolution of the Participating Municipality and the County. The Plan shall be reviewed and revised by the Plan Participants at least once every five (5) years following approval of the Plan by the Washington State Department of Ecology (Ecology). Any necessary revisions or amendments to the Plan will be accomplished through a process defined in the Plan.

10. EFFECTIVE DATE

This Agreement shall be effective following its execution by the Board of Thurston County Commissioners after execution by the Participating Municipality; and following the recording of this Agreement with the Thurston County Auditor, as required by RCW 39.34.

11. TERMINATION

After the Plan has been prepared and submitted to Ecology for final review, any Participating Municipality may terminate its involvement in this Agreement within 30 days following the 45 day final review period by Ecology. Should any Participating Municipality not agree to adoption of the Plan, the Participating Municipality will not adopt the Plan and shall immediately begin preparing its own Municipal Solid Waste Management Plan for approval by Ecology in full accordance with all Plan regulations and guidelines.

This Agreement has been executed by each party on the date set forth below.

THURSTON COUNTY

Sandra Lerner
Chairman, Board of County Commissioners

Date: April 9, 2013

CITY OF Tumwater

E
Mayor

Date: Nov. 21, 2012

ATTEST:

LaSonya J. Bowens
Clerk of the Board

ATTEST:

Angela S.
City Clerk

APPROVED AS TO FORM:

JON TUNHEIM
PROSECUTING ATTORNEY

By: Rick Peters

Rick Peters
Deputy Prosecuting Attorney

INTERGOVERNMENTAL AGREEMENT BETWEEN THE
CITY OF TUMWATER AND THURSTON COUNTY
FOR THE THURSTON COUNTY
SOLID WASTE MANAGEMENT PLAN AND THE HAZARDOUS
WASTE PLAN UPDATES

THIS AGREEMENT made and entered into this 16th day of October 2012 by and between Thurston County, a municipal corporation, hereinafter referred to as "COUNTY" and the City of Tumwater, a municipal corporation, hereinafter referred to as "CITY".

WHEREAS, the COUNTY and CITY agreed, pursuant to the Solid Waste Management Act, Chapter 70.95 RCW, and the Hazardous Waste Management Act, Chapter 70.105 RCW, to participate in preparing the 2013 Thurston County Comprehensive Solid Waste Management Plan and the Local Hazardous Waste Plan, hereinafter referred to as the "Plans;" and

WHEREAS, it is to the mutual advantage of the COUNTY and CITY and their citizens to contract pursuant to Chapter 39.34 RCW for the purpose of providing joint county-municipality integrated solid waste and hazardous waste management programs; and

WHEREAS, that Intergovernmental Agreement and the plans identify that the Plans shall be reviewed and revised by the COUNTY and CITY once every five (5) years; and

WHEREAS, the COUNTY and CITY have the opportunity to reaffirm their inclusion in the joint Plans;

NOW THEREFORE, for and in consideration of the mutual promises and covenants contained herein, it is agreed by the COUNTY and CITY hereto as follows:

1. PURPOSE OF AGREEMENT

The purpose of this Agreement is to allow the COUNTY and CITY to jointly prepare and ultimately adopt an update to the joint Comprehensive Solid Waste Management Plan, pursuant to Chapter 70.95 RCW, for waste reduction, recycling, collection, transfer and disposal of solid waste generated within the boundaries of the COUNTY and CITY. This agreement also includes ultimately adopting an update to the Hazardous Waste Plan for Thurston County.

2. SOLID WASTE and HAZARDOUS WASTE MANAGEMENT

After adoption of the Plans by the CITY, Thurston County will be the designated agent for the CITY for the administration of the Plans within Thurston County and shall have full authority to implement solid and hazardous waste management programs and

services consistent with the Plans, for the CITY and the residents within the boundaries of the CITY, excluding the manner of collection and transfer of solid waste refuse within the corporate limits of the CITY. Such management shall be conducted in conformance with all state and federal laws and regulations. Included with such management shall be the carrying of public liability insurance with limits in accordance with standard practice. Thurston County shall indemnify and hold harmless the CITY and shall defend against any claims for personal injury or property damage arising out of COUNTY's management and operations of the solid waste programs set out under the Plan. COUNTY shall not indemnify, hold harmless, or defend any claims arising out of the actions of the CITY or any activities under the CITY's control.

Plans administration and government processes shall be set forth in more detail in the Plans as adopted.

3. FINANCING, FUNDS AND BUDGET

a. The costs of the Plans administration and implementation shall be administered through the County Solid Waste Fund. The fund shall be established and maintained through user fees, grants, gifts, loans and other lawful funding sources as outlined in the Plans and agreed upon between the COUNTY and CITY.

b. COUNTY shall continue to maintain a Solid Waste Fund as a dedicated enterprise fund within the County budget. All revenues and expenditures in connection with the Plans subject to this Agreement shall be budgeted and accounted for through this fund.

4. ACCOUNTING

COUNTY shall maintain accounts for the solid waste management program and the hazardous waste program in accordance with the requirements of the Washington State Auditor. Authorized representatives of any party hereto shall have the right to inspect the accounting concerning the solid and hazardous waste management programs at any reasonable time.

5. PROPERTY RIGHTS

Title to all property acquired with funds from the Solid Waste Fund shall vest in COUNTY. In the event of sale of any property acquired using the Solid Waste Fund, the proceeds from the sale shall be deposited in the Solid Waste Fund unless otherwise required by law, regulation, grant or contract.

6. ADMISSION OF NEW PARTIES

Additional municipal entities may be added to this Agreement upon such terms and conditions as the COUNTY and CITY and the new party agree upon in writing.

7. EFFECT ON PRECEDING CONTRACT

This Agreement, upon its execution by all parties, supersedes the prior Intergovernmental Agreement for the Thurston County Comprehensive Solid Waste Management Plan.

8. DURATION

This Agreement shall remain in effect for five (5) years from the effective date; or until replaced by a new intergovernmental agreement.

9. PLAN ADOPTION

The final Plan shall be adopted through Resolution of the CITY and the COUNTY. The Plan shall be reviewed and revised by the Plan Participants at least once every five (5) years following approval of the Plan by the Washington State Department of Ecology (Ecology). Any necessary revisions or amendments to the Plan will be accomplished through a process defined in the Plan.

10. EFFECTIVE DATE

This Agreement shall be effective following its execution by the Board of Thurston County Commissioners after execution by the CITY; and following the recording of this Agreement with the Thurston County Auditor, as required by RCW 39.34.

11. TERMINATION

After the Plan has been prepared and submitted to Ecology for final review, either party may terminate its involvement in this Agreement within 30 days following the 45 day final review period by Ecology. Should either party not agree to adoption of the Plan, the CITY shall immediately begin preparing its own Municipal Solid Waste Management Plan for approval by Ecology in full accordance with all Plan regulations and guidelines.

This Agreement between Thurston County and the City of Tumwater for the Thurston County Solid Waste Management Plan and the Hazardous Waste Plan Updates has been executed by each party on the date set forth below.

THURSTON COUNTY

Andrea Somers
Chairman, Board of County Commissioners

Date: April 9, 2013

ATTEST:

LaBonita L. Bremer
Clerk of the Board

APPROVED AS TO FORM:

JON TUNHEIM
PROSECUTING ATTORNEY

By: 
Rick Peters
Deputy Prosecuting Attorney

CITY OF TUMWATER

Pete Kmet
Pete Kmet, Mayor

Date: 10/16/2012

ATTEST:

Melody Valiant
Melody Valiant, City Clerk

APPROVED AS TO FORM:

Karen Kirkpatrick
Karen Kirkpatrick, City Attorney

INTERGOVERNMENTAL AGREEMENT FOR THE
THURSTON COUNTY
SOLID WASTE MANAGEMENT PLAN AND THE HAZARDOUS
WASTE PLAN UPDATES

THIS AGREEMENT, made and entered into this 11th day of December by and between Thurston County, Washington, and the incorporated municipality of City of Yelm which is organized under the laws of the State of Washington and are herein collectively referred to as the "Participating Municipality;"

WHEREAS, the Participating Municipality agreed, pursuant to the Solid Waste Management Act, Chapter 70.95 RCW, and the Hazardous Waste Management Act, Chapter 70.105 RCW, to participate in preparing the 2013 Thurston County Comprehensive Solid Waste Management Plan and the Local Hazardous Waste Plan, hereinafter referred to as the "Plans;" and

WHEREAS, it is to the mutual advantage of the Participating Municipality and their citizens to contract pursuant to Chapter 39.34 RCW for the purpose of providing joint county-municipality integrated solid waste and hazardous waste management programs; and

WHEREAS, that Intergovernmental Agreement and the plans identify that the Plans shall be reviewed and revised by the Participating Municipality once every five (5) years; and

WHEREAS, the Participating Municipality have the opportunity to reaffirm their inclusion in the joint Plans;

NOW THEREFORE, for and in consideration of the mutual promises and covenants contained herein, it is agreed by the Participating Municipality hereto as follows:

1. PURPOSE OF AGREEMENT

The purpose of this Agreement is to allow the county and the participating municipality to jointly prepare and ultimately adopt an update to the joint Comprehensive Solid Waste Management Plan, pursuant to Chapter 70.95 RCW, for waste reduction, recycling, collection, transfer and disposal of solid waste generated within the boundaries of the Participating Municipality and Thurston County. This agreement also includes ultimately adopting an update to the Hazardous Waste Plan for Thurston County.

2. SOLID WASTE and HAZARDOUS WASTE MANAGEMENT

After adoption of the Plans by Participating Municipality, Thurston County will be the designated agent for the Participating Municipality for the administration of the Plans within Thurston County and shall have full authority to implement solid and hazardous waste management programs and services consistent with the Plans, for the Participating Municipality and the residents within the boundaries of the Participating Municipality, excluding the manner of collection and transfer of solid waste refuse within the corporate limits of those cities and towns which are the Participating Municipality. Such management shall be conducted in conformance with all state and federal laws and regulations. Included with such management shall be the carrying of public liability insurance with limits in accordance with standard practice. Thurston County shall indemnify and hold harmless the other Participating Municipalities and shall defend against any claims for personal injury or property damage arising out of Thurston County's management and operations of the solid waste programs set out under the Plan. Thurston County shall not indemnify, hold harmless, or defend any claims arising out of the actions of a Participating Municipality or any activities under a Participating Municipality's control.

Plans administration and government processes shall be set forth in more detail in the Plans as adopted.

3. FINANCING, FUNDS AND BUDGET

a. The costs of the Plans administration and implementation shall be administered through the County Solid Waste Fund. The fund shall be established and maintained through user fees, grants, gifts, loans and other lawful funding sources as outlined in the Plans and agreed upon between the Participating Municipality.

b. Thurston County shall continue to maintain a Solid Waste Fund as a dedicated enterprise fund within the County budget. All revenues and expenditures in connection with the Plans subject to this Agreement shall be budgeted and accounted for through this fund.

4. ACCOUNTING

Thurston County shall maintain accounts for the solid waste management program and the hazardous waste program in accordance with the requirements of the Washington State Auditor. Authorized representatives of any party hereto shall have the right to inspect the accounting concerning the solid and hazardous waste management programs at any reasonable time.

5. PROPERTY RIGHTS

Title to all property acquired with funds from the Solid Waste Fund shall vest in Thurston County. In the event of sale of any property acquired using the Solid Waste Fund, the proceeds from the sale shall be deposited in the Solid Waste Fund unless otherwise required by law, regulation, grant or contract.

6. ADMISSION OF NEW PARTIES

Additional municipal entities may be added to this Agreement upon such terms and conditions as the Participating Municipalities and the new party agree upon in writing.

7. EFFECT ON PRECEDING CONTRACT

This Agreement, upon its execution by all parties, supersedes prior Intergovernmental Agreement for the Thurston County Comprehensive Solid Waste Management Plan.

8. DURATION

This Agreement shall remain in effect for five (5) years from the effective date; or until replaced by a new intergovernmental agreement.

9. PLAN ADOPTION

The final Plan shall be adopted through Resolution of the Participating Municipality and the County. The Plan shall be reviewed and revised by the Plan Participants at least once every five (5) years following approval of the Plan by the Washington State Department of Ecology (Ecology). Any necessary revisions or amendments to the Plan will be accomplished through a process defined in the Plan.

10. EFFECTIVE DATE

This Agreement shall be effective following its execution by the Board of Thurston County Commissioners after execution by the Participating Municipality; and following the recording of this Agreement with the Thurston County Auditor, as required by RCW 39.34.

11. TERMINATION

After the Plan has been prepared and submitted to Ecology for final review, any Participating Municipality may terminate its involvement in this Agreement within 30 days following the 45 day final review period by Ecology. Should any participating Municipality not agree to adoption of the Plan, the Participating Municipality will not adopt the Plan and shall immediately begin preparing its own Municipal Solid Waste Management Plan for approval by Ecology in full accordance with all Plan regulations and guidelines.

This Agreement has been executed by each party on the date set forth below.

THURSTON COUNTY

Sandra L. Lovere
Chairman, Board of County Commissioners

Date: April 9, 2013

CITY OF

Yelm

Bob Hardy

Mayor

Date: 12/11/12

ATTEST:

LaBonita J. Bowman
Clerk of the Board

ATTEST:

Mark Schney

City Clerk

APPROVED AS TO FORM:

BRENT DILLE

By: Brent Dille
Attorney

Approved: December 11, 2012

Effective Date: December 26, 2012

Thurston County
Prosecuting Attorney

Appendix B. Resolutions of Adoption

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Appendix C. 2014 HWMP Recommendations + status

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| Rec # | Recommendation | Status |
|--------|--|-------------|
| HHWC-1 | HazoHouse Continue operating the existing hazardous waste collection facility (HazoHouse) for residents. | In progress |
| HHWC-2 | WasteMobile Continue operating at least two mobile collection events (WasteMobile) for residents per year, located conveniently for residents who have less access to HazoHouse. | Cancelled |
| HHWC-3 | Medicine Return Program Continue facilitating collection of medicines, including controlled substances, from residents in partnership with law enforcement. Work to expand number of collection sites. | In progress |
| HHWC-4 | Swap Shop Resume operating a household hazardous product materials exchange (Swap Shop) at the HazoHouse. | In progress |
| HHWC-5 | Syringe Collection and Disposal Program Operate a collection and disposal program for syringes using sharps collection boxes in key locations, in partnership with local jurisdictions. Over time and as funding allows, work to expand number of collection sites as needed. | Not started |
| HHWC-6 | Reassessment of Resident Collection Needs Assess equity in and barriers to resident participation in waste collection services; develop prioritized list of recommendations to increase equity and reduce barriers. | In progress |
| HHWC-7 | Program Revisions to Address Resident Needs Implement high-priority recommendations identified to increase equity in and reduce barriers to resident participation in the waste collection services. | In progress |
| HPE-1 | Toxics Reduction Education and Outreach Continue delivery of household hazardous materials education programs designed to increase awareness and to reduce use, misuse, improper storage and disposal, and risks to human health and the environment related to hazardous products. Specific topics, audiences, and education methods will change over time. | In progress |
| HPE-2 | Thurston County Environmental Health Information Hotline Continue to operate a hotline for residents to provide information about environmental health, including hazardous materials prevention, use, storage, disposal, and clean-up. | In progress |
| HPE-3 | Reassessment of Resident Education Needs | In progress |

| | | |
|---------------|--|-------------|
| | <p>Assess equity, resident needs, and effective outreach methods related to hazardous waste education; develop prioritized list of recommendations to increase equity and improve programs aimed at changing resident knowledge, attitudes, and behaviors about hazardous waste.</p> | |
| HPE-4 | <p>Program Revisions to Address Resident Needs Implement high-priority recommendations identified to increase equity in education delivery and improve the design and implementation of hazardous waste education services.</p> | Not started |
| SBTA-1 | <p>Business Pollution Prevention Program Continue delivery of technical assistance services, such as campaigns for single-industry groups or geographic areas, that result in measurable changes in waste management, compliance, and BMP implementation.</p> | In progress |
| SBTA-2 | <p>Inventory and Inspection of Businesses in Wellhead Protection Areas Continue to help public water systems meet their requirements to inventory and inspect potential wellhead contaminant sources.</p> | In Progress |
| SBTA-3 | <p>Business Hazardous Waste Information Line Continue to operate an information hotline for businesses to provide information on toxics reduction, hazardous waste management, compliance, and best management practices.</p> | Cancelled |
| SBTA-4 | <p>Integrated Pest Management and Pesticide Reduction Projects Continue to promote integrated pest management (IPM) techniques to reduce the need for toxic chemicals in pest and vegetation management by county agencies, businesses, and the general public.</p> | In progress |
| SBTA-5 | <p>Assessment of Methods to Identify New Businesses Assess methods for identifying businesses that generate hazardous waste newly open or change ownership; develop prioritized list of recommendations to identify new businesses and changes in ownership.</p> | Not started |
| SBCA-1 | <p>Small Quantity Generator Businesses Waste Collection Continue accepting business hazardous waste from small quantity generators for a fee at the existing hazardous waste collection facility (HazoHouse); as</p> | In progress |

| | | |
|----------------|--|-------------------------|
| | feasible, continue collecting waste at satellite locations. | |
| SBCA-2 | Reassessment of Small Business Collection Needs Assess equity in and barriers to SQG business participation in waste collection services; develop prioritized list of recommendations to increase equity and ensure SQG businesses properly dispose of waste. | Not started |
| SBCA-3 | Program Revisions to Address Small Business Collection Needs Implement high-priority recommendations identified to increase equity and ensure SQG businesses properly dispose of waste. | Not started |
| E-1 | Inspections, Permitting, Complaint Response, and Enforcement Continue to issue moderate risk waste (MRW) facility permits (HazoHouse) and conduct associated inspections. Continue to conduct enforcement activities and inspections under the authority of the Nonpoint Source Pollution Ordinance (Article VI) and Solid Waste Handling Ordinance (Article V). Continue to respond to hazardous- and solid-waste-related complaints. | In progress |
| E-2 | Regulatory Coordination Continue to coordinate with the Department of Ecology, other agencies, and other County departments involved in hazardous materials regulations, building permits, wellhead protection, and other activities that relate to prevention and proper use, storage, and disposal of hazardous materials. | In progress |
| E-3 | Site Hazard Assessment Continue to conduct site hazard assessments, oversee small spill cleanups conducted by responsible parties, and refer large spills and sites requiring remediation to the Washington State Department of Ecology. | In progress |
| UOCRO-1 | Used Oil Collection Sites Continue to operate the public used-oil collection site network and promote the private network of local retail businesses. | In progress |
| UOCRO-2 | Oil Filter and Antifreeze Collection Continue to collect oil filters and antifreeze through public collection systems (HazoHouse, WasteMobile) and to facilitate collection at private | In progress (HazoHouse) |

| | | |
|-----------------|---|-------------|
| | retail sites. | |
| LPAE-1 | Thurston County Government Operations Continue activities to reduce County government use of hazardous products and to ensure safe use, storage, and disposal. | In progress |
| LPAE- 2. | Product Stewardship Support Continue involvement in the Northwest Product Stewardship Council (NWPSC) to further policies and programs that reduce the toxicity of products in the marketplace and the impacts of wastes on the County. | In progress |
| LPAE-3 | Required Reporting Continue to complete reports to meet requirements of the Department of Ecology, Department of Health, and other agencies that fund, regulate, or oversee the County's hazardous waste activities. | In progress |
| LPAE-4 | In-Depth Program Evaluation Continue to develop and conduct evaluation activities that supplement reporting requirements by assessing outcomes and implementation effectiveness in more depth; develop and implement recommendations to improve outcomes and program effectiveness. | In progress |
| LPAE-5 | Assessment of Alternative Funding Sources Assess potential funding sources for hazardous waste activities in general and for specific programs (such as the HazoHouse or wellhead assessments); develop prioritized list of recommendations. | Not started |
| LPAE-6 | Hazardous Waste Management Plan Updates Update and revise the County's Hazardous Waste Management Plan. | In progress |

Appendix D. SWAC Bylaws + proof of SWAC participation

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Thurston County Solid Waste Advisory Committee By-laws

1. Statement of Purpose

The Thurston County Solid Waste Advisory Committee (SWAC) is appointed by the Board of County Commissioners (BoCC) in accordance with Chapter 70.95.165 RCW. The statute requires the SWAC to assist the BoCC in the development of solid waste handling and disposal, and review and comment on proposed rules, policies or ordinances prior to their adoption. The scope and charge of the Thurston County SWAC shall be:

- a. To advise, actively assist and participate in the update or revision of the County Solid Waste Management Plan;
- b. To assist Thurston County in the development of programs and policies concerning solid waste handling and disposal; and
- c. To review and comment on proposed solid waste management rules, policies and/or ordinances prior to their adoption.

2. Composition

- A. **Members** – The Thurston County SWAC shall consist of a membership as detailed in Thurston County Code Section 8.22.010.
- B. **Appointment** – Members shall be appointed by the BoCC.
- C. **Terms** – Members shall serve a term of three years commencing from their appointment date. Members may be reappointed to serve consecutive terms. A vacancy, if filled, shall be for the remainder of the term of the vacant position in the manner described for an initial appointment. Reappointment shall be subject to confirmation by the Board of County Commissioners.
- D. **Officers** – The officers of the Committee shall include a Chair and Vice-Chair who shall be elected by the voting membership of the committee. Elections shall be held at the first or second regularly scheduled meeting after January 1st of each year following a discussion of the annual workplan and appointment of local elected officials to the committee by the BoCC. The term of office for the Chair and Vice-Chair shall be one year. Chair and Vice-Chair may serve more than one term, but no more than two years consecutively in each position. The Chair shall preside over all meetings. The Vice-Chair assumes the responsibilities of the Chair in their absence or disability. In the event the Chair and Vice-Chair are absent, the meeting shall either be presided over by an acting Chair elected by the members present or be postponed. In the event of a vacancy in the office of Chair, the Vice-Chair automatically succeeds to the position of Chair. A vacancy occurring in the office of Vice-Chair for any reason, including succession is filled by election of the voting Committee membership for replacement to serve the unexpired portion of the term.

- E. **Secretary** – Thurston County Public Works staff shall provide the Committee with administrative support including secretarial duties and informational resources.
- F. **Attendance** – A Committee member who accrues three consecutive, unexcused absences from regular meetings may be removed from the Committee by the BoCC with the concurrence of a two-thirds majority of the SWAC.
- G. **Rules of Order** – The SWAC will conduct business by consensus whenever possible. Robert's Rules of Order may be used for formal motions and should be used when a consensus is not achievable. Proxy votes are not permitted.
- H. **Conflicts of Interest** – SWAC members shall declare a conflict of interest and abstain from any decisions that may directly or indirectly benefit themselves. However, this does not prohibit a SWAC member from using their general expertise to educate the SWAC or provide general information to the SWAC on a decision item.
- I. **Public Representation** – Only the SWAC Chairperson or their designee may make statements or commitments, written or verbal, on behalf of the SWAC. Statements and commitments made on behalf of the SWAC will reflect policies and positions agreed upon in advance by the SWAC and BoCC.
- J. **Subcommittees** - Subcommittees may be formed as needed for the purpose of exploring issues before the SWAC in more detail than regular SWAC meetings may allow. Standing or ad hoc subcommittees may be formed if a majority of SWAC members elect to do so. Subcommittee members shall be appointed by the SWAC Chair from among those volunteering. Subcommittees shall report to the full SWAC at the regular SWAC meeting following each subcommittee meeting.
- K. **Compensation** - Members of the SWAC shall serve without compensation.

3. Meetings

- A. **Regular Meetings** – Meetings of the SWAC shall be called when necessary by the Chair. It is anticipated that meetings will be held monthly during active review of Solid Waste Management Plan Updates and at a minimum not less than quarterly during off-planning years. At least ten days prior notice shall be given.
- B. **Minutes/Agendas** – Minutes of all meetings shall be kept by Public Works staff and distributed to the members within three weeks after the meeting. Agendas shall be prepared by staff with input and verbal approval by the Chair and distributed to the members at least seven days in advance of any regularly scheduled meeting.
- C. **Public Access** – All regular meetings of the Committee shall be held in a place that is open and easily accessible to the public. Provisions shall be made for public comment at each meeting. Approved meeting minutes shall be available to the public upon request. The committee is subject to, and will conform to, the provisions of RCW 42.30, Open Public Meetings Act.

D. **Quorum** – A quorum is required to be present before an official, regular meeting of the Committee can take place. A simple majority of the seated voting members of the Committee shall constitute a quorum.

E. **Conduct of Meetings** –

1. Call to Order.
2. Roll call and determination of quorum.
3. Introductions
4. Approval of Agenda/Minutes.
5. Public comment period.
6. Old Business.
7. New business.
8. Solid Waste Manager Update.
9. Roundtable discussion.
10. Announcements:
 - a. Agenda for next meeting.
 - b. Time, place of next meeting.
 - c. Other announcements.

4. Recommendations

The SWAC shall advise and make recommendations to the BoCC on matters within their scope and charge as provided for in SWAC By-laws. Written reports, recommendations and correspondence submitted to the BoCC shall be forwarded on behalf of a majority of the members over the signature of the Chair. Minority reports, if any, shall be attached to, and forwarded with such reports, recommendations or correspondence without comment by the Chair.

5. Waiver of the Rules

Any of the above rules or procedures may be waived by a majority vote provided further that the reason therefore be included in each motion for waiver.

6. Amendments

Any of these By-laws may be amended or repealed, and new By-laws may be adopted, by two-thirds majority vote of the quorum and approval by the BoCC. Prior notice of fifteen days shall be given to the SWAC in writing before undertaking amendatory action.

7. Severance Clause

Should any portion of these By-laws be declared unconstitutional or otherwise contrary to law, such decision shall not affect the validity of the remaining portion of these By-laws.



THURSTON COUNTY SOLID WASTE ADVISORY COMMITTEE

Meeting Minutes of October 2, 2024

Virtual Zoom and In-Person Meeting

| ROLL CALL: | | Alternate (A) Excused (E) Not Present (NP) Present (P) |
|--------------------------------------|---|---|
| Members/(Alternates) | Interest/Organization | |
| David Nightingale - Chair | Business Representative | P |
| Greg Schoenbacher – Vice Chair | Agricultural Interest | P |
| Gary Edwards (<i>Emily Clouse</i>) | Thurston County Commissioners' Office | E |
| Amy Evans Harding | Port of Olympia | P |
| Lisa Parshley | City of Olympia | NP |
| Nicolas Dunning | City of Lacey | P |
| Joan Cathey | City of Tumwater | P |
| Trevor Palmer | City of Yelm | NP |
| Elaine Klamn | City of Tenino | P |
| Kiersten Presley | Town of Bucoda | NP |
| Renee Radcliff Sinclair | District #3, Resident Representative | E |
| Chad Sutter | Industry — Recycling | NP |
| Arin Robertson | Industry — Refuse | P |
| Christina Kullberg | Washington State Department of Ecology (<i>non-voting</i>) | P |
| <i>Vacant</i> | City of Rainier | NP |
| <i>Vacant</i> | Resident Representative | NP |

STAFF PRESENT: Jeff Bickford, Amanda Romero, Laura Glover, Hope Springer, Toni Basinger, April Roe, Marinka Major, Matt Samuelson – Public Works; Jennifer Johnson, Kiley Graber, Jessica Goulet – Public Health and Social Services; Amelia Schwartz – Community Planning and Economic Development; Rebecca Harvey – Commissioners.

GUESTS PRESENT: Gary Franks, Ron Jones – City of Olympia; Jody Snyder – Waste Connections; Steven Gilmore – Republic Services; Emily Rhoades – HDR Inc; Kenton Martin, Colin Nackerman – EDF Renewables; Wendy Mifflin – Herrera Inc; Lisa Harrison – Thurston County resident.

1. CALL TO ORDER

The October 2, 2024, Solid Waste Advisory Committee (SWAC) meeting was called to order at 10:05 a.m. by David Nightingale.

2. ROLL CALL & DETERMINATION OF QUORUM

It was determined that a quorum was present.

3. INTRODUCTION OF GUESTS

4. APPROVAL OF AGENDA & MINUTES

The minutes of September 4, 2024, were approved after a motion was made by Elaine Klamn and seconded by Amy Evans Harding. The SWAC approved by unanimous consent.

5. PUBLIC COMMENTS

An email dated September 3, 2024, was received from "Reporter Steven".

LeMay requested and received approval to increase their rates from Washington Utilities and Transportation Commission (UTC). The UTC oversees curbside collection rate increases. The inquiry from Steven first went to the UTC, who responded that the request for discounts must be requested from Thurston County. RCW 81.77.195 was referenced. Senior and low-income discounts were not incorporated into Thurston County's Solid Waste Management Plan; however, the plan will be revised in the future and the process of requesting UTC consideration of discounts may be considered at that time.

David Nightingale asked if there has previously been a discount available for senior or low-income in [Thurston] County. Jeff Bickford responded no, not to [their] understanding. Jeff intends to communicate the reviewed information with Steven. In the chat, Gary Franks added that City of Olympia currently has discount options for their curbside customers.

6. OLD BUSINESS

No old business.

7. NEW BUSINESS

A. Thurston County Comprehensive Plan 2045 - Climate Element Update

Amelia Schwartz provided a presentation on the Climate Element of Thurston County's Comprehensive Plan. The presentation included a brief overview defining the comprehensive plan, project timeline, resilience policies, greenhouse gas (GHG) emissions policies, goals, and next steps for this project.

David Nightingale asked for clarification on the difference between the electricity and gas usage (referencing the GHG emissions in Thurston County pie chart). Rebecca Harvey, who is working with Amelia on this project, responded that emissions from electricity in the chart is countywide. Countywide includes residential, commercial, and industrial users throughout Thurston County. The data comes from Puget Sound Energy (PSE). Electricity emissions consider what fuel sources go into PSE's grid and the natural gas emissions are separate.

Lisa Harrison commented about the tree loss percentage and asked what the plans were going forward. Amelia responded there are goals and policies coming for tree loss mitigation. Thurston County is in the midst of a tree canopy study, which will provide more tools to move forward. Amelia shared anyone can sign up for email notifications for the tree canopy study through the dedicated webpage.

Joan Cathey asked for the definition of environmental justice for this comprehensive plan. Amelia responded [Thurston County's] goals and policies are to not hurt marginalized groups. Amelia added environmental justice

is creating thoughtful policies and working with and for aspects of the community that are often ignored, passed over, or overburdened by policies. Amelia encourages everyone to go through the draft plan, and if there are any questions or concerns to email or call.

B. Thurston Climate Mitigation Collaborative - Solar Installation Update

Rebecca Harvey presented an overview of the project planning for the Solar Land Lease Proposal for Thurston County's Waste and Recovery Center (WARC) Closed Landfill; the presentation was first shared at the February 2024 SWAC meeting. Rebecca introduced partners Colin Knackerman and Kenton Martin from EDF Renewables, who were present and available for questions. Rebecca shared the current project status, sharing that the ongoing interconnection studies, electrical grid updates and the negotiations PPA contract with PSE were in progress.

David Nightingale asked if there were negotiations involving revenue to the County for the installation. Rebecca Harvey responded the fair market value assessment determines what the revenue would be and put it in the draft lease. It could be negotiated; however, the fair market value assessment would be a starting point.

Matt Samuelson asked if there was an estimated date for construction. Rebecca responded that the step being worked on right now is permitting, however it's estimated to start in 2025. Rebecca called on Colin and Kenton to provide additional information. Kenton Martin added Puget Sound's board has approved of these projects in development. In terms of schedule, if the permitting is achieved in a good time frame, potentially January 2026 construction would begin. Matt Samuelson followed with concern regarding multiple projects ongoing together; Matt noted this is a good time for additional conversations. Kenton agreed.

David Nightingale asked Ken if an existing tariff is in place or negotiating a separate agreement with PSE. Kenton Martin responded that EDF is not involved in that aspect of the project.

C. Public Health and Social Services – Hazardous Waste Management Plan Update Part I

Emily Rhoades presented the first three chapters of the 227-page document outlining the Hazardous Waste Management Plan. The plan's creation is in partnership between Thurston County Public Health and Social Services' Environmental Health division, HDR Inc. and Herrera Inc. The plan is currently in the draft stage.

David Nightingale asked if the mission statement for the plan was revised since this last plan. Emily Rhoades responded it has been revised. David asked what was changed. Wendy Mifflin, a representative of Herrera, responded the goals and mission statement were completely revised from the 2014 plan.

Joan Cathey asked if there was a program in effect where residents could call or request an appointment for information on the cleaning products they had at home. Jennifer Johnson from Public Health and Social Services responded with the Healthy Homes Program is still being offered. Because of COVID, staff are no longer conducting site visits; however, Public Health is currently looking at ways to streamline the previous process of site visits over the phone. Joan Cathey asked if there were brochures covering information on toxic and/or hazardous household products. Jennifer Johnson responded with an enthusiastic yes; more materials can be found on Public Health's website.

David Nightingale asked what is being done currently for educating businesses and reducing the inappropriate disposal of hazardous waste. Jennifer Johnson responded there is a robust program for businesses through the Environmental Health division of Public Health with focus on business pollution prevention. Emily added this is part of the next chapters that will be presented at the November SWAC meeting.

8. ROUNDTABLE DISCUSSION

Jeff Bickford gave a brief overview of what will be coming to the next SWAC meeting. There will be a capital projects update next month. Thurston County Public Works is working with Thurston County's Emergency Management department on an updated Comprehensive Emergency Management Plan.

David Nightingale asked about a project staff is working on regarding reuse at HazoHouse located at the WARC, stating that updates could be shared at a future SWAC meeting on the process. Jeff responded that in next month's meeting, the chapters of the Hazardous Waste Management Plan would go over some of this information.

Joan Cathey asked if the reason there is only one HazoHouse currently is because of staff or location; Joan is also wondering what the response is to questions of that nature. Jeff Bickford responded that there are potential opportunities for an additional hazardous waste facility in the future, specifically in a South County transfer station. There are opportunities outside of Thurston County's HazoHouse for paint, such as smaller retail companies who utilize PaintCare's recycling program for paint. There is also a potential, in the interim, for one-day satellite collection events for hazardous materials, especially for South County residents.

Steven Gilmore commented Republic Services is putting on four events in Clallam County while the county's transfer station will remain open during the events put on by Republic Services. Steven also stated Jefferson County moved away from a staffed facility to doing only mobile events. PaintCare provides help with costs for latex and oil-based paints that are recycled at such events. David Nightingale added, at the next legislative session there will be product stewardship programs for all household hazardous waste.

Jennifer Johnson added that Public Health previously utilized waste mobiles in South County a few times a year and the events were very well attended by the community. As an educator as well, Jennifer noted it is also a great opportunity to provide education to folks about how to reduce the amount of waste they are producing. South County is also an agriculture area, so a lot of products brought in happened to be banned pesticides.

David Nightingale commented again on business waste; Yakima had one of the better programs in the state, stating Wendy Mifflin may have information about that. Wendy Mifflin responded it is a great conversation because the next three chapters of the Hazardous Waste Management Plan go over actual operations and planning for education and outreach. Yakima County had a huge program for business hazardous waste collection; at one point, it was the largest in the state.

David Nightingale proposed carpooling for the Pioneer Tour scheduled for October 8th. Laura Glover responded that confirmation has been received from several SWAC members that they will be attending, as well as Thurston County Public Works and Public Health staff. They had additional discussions revolving around carpooling, logistics of travel and arrival time.

9. ANNOUNCEMENTS

No announcements.

The October 2, 2024, SWAC meeting adjourned at 11:30 a.m. The next SWAC meeting is scheduled for November 6, 2024, at 10:00 a.m. as an in-person and virtual Zoom meeting.

Video of this meeting is available at

<https://www.youtube.com/watch?v=adH-gRmjoGg&list=PLaJjwEHKVN-Qse2ao8XJpmrsbJuhcMoY3&index=31>



THURSTON COUNTY SOLID WASTE ADVISORY COMMITTEE

Meeting Minutes of November 6, 2024
Virtual Zoom and In-Person Meeting

| ROLL CALL: | | Alternate (A) Excused (E) Not Present (NP) Present (P) |
|--------------------------------------|--|---|
| Members/(Alternates) | Interest/Organization | |
| David Nightingale - Chair | Business Representative | P |
| Greg Schoenbachler – Vice Chair | Agricultural Interest | P |
| Gary Edwards (<i>Emily Clouse</i>) | Thurston County Commissioners' Office | E |
| Amy Evans Harding | Port of Olympia | NP |
| Lisa Parshley | City of Olympia | NP |
| Nicolas Dunning | City of Lacey | P |
| Joan Cathey | City of Tumwater | NP |
| Trevor Palmer | City of Yelm | NP |
| Elaine Klamn | City of Tenino | P |
| Kiersten Presley | Town of Bucoda | NP |
| Renee Radcliff Sinclair | District #3, Resident Representative | E |
| Lisa Harrison | District #1, Resident Representative | P |
| Chad Sutter | Industry — Recycling | NP |
| Arin Robertson | Industry — Refuse | P |
| Christina Kullberg | Washington State Department of Ecology (<i>non-voting</i>) | P |
| <i>Vacant</i> | City of Rainier | |

STAFF PRESENT: Amanda Romero, Laura Glover, Hope Springer, Maggie Brown, Toni Basinger, April Roe, Rob Pudner, Matt Samuelson – Public Works; Jennifer Johnson, Kiley Gruber, Jessica Goulet, Kimberly Graham – Public Health and Social Services.

GUESTS PRESENT: Gary Franks – City of Olympia; Emily Rhoades – HDR Inc; Wendy Mifflin – Herrera Inc

1. CALL TO ORDER

The November 6, 2024, Solid Waste Advisory Committee (SWAC) meeting was called to order at 10:00 a.m. by David Nightingale.

2. ROLL CALL & DETERMINATION OF QUORUM

Quorum not met.

3. INTRODUCTION OF GUESTS

4. APPROVAL OF AGENDA & MINUTES

Due to lack of quorum, agenda and approval of minutes were deferred.

5. PUBLIC COMMENTS

No public comments.

6. OLD BUSINESS

No old business.

7. NEW BUSINESS

A. SWAC 2025 Work Plan

Laura Glover briefly presented SWAC's 2025 Work Plan. Voting will occur during December's SWAC meeting. Additional items that need to be added to the work plan should be emailed to Laura.

B. Public Health and Social Services – Hazardous Waste Management Plan (HWMP) Update Part II

Presenters and SWAC members debated whether to push the presentation to December. It was ultimately decided the presentation would continue, and absent SWAC members would need to review the recording and material in preparation for December's SWAC meeting.

Wendy Mifflin from Herrera led the presentation for Chapters 4-6 of Thurston County's Hazardous Waste Management Plan (HWMP). The plan is a collaboration between Thurston County Public Health and Social Services' Environmental Health division, HDR Inc., and Herrera Inc. The plan is currently in the draft stage.

David Nightingale commented during Chapter 4 that the small quantity generators (SQG) are not included in the 126 registered generators with the Department of Ecology, because SQG's are not required to register. Wendy agreed that not all dangerous waste generators are listed.

Amanda Romero commented that e-waste is not accepted at HazoHouse (HH). Wendy agreed, noting that in the HWMP e-waste is listed under E-Cycle Washington, a program created by Department of Ecology. Wendy further explained that e-waste is considered moderate risk waste (MRW), and there are resources in the document about where to dispose of items under this category. David commented that Goodwill previously had a semi-trailer parked next to the MRW facility (HH) for e-waste collection. David further explained it was a convenience that no longer exists, and it would be a good opportunity to discuss the possibility further in the plan. Wendy agreed, noting a discussion will be had at the next SWAC meeting.

Arin Robertson commented on the large amount of information present in the HWMP. Wendy agreed, commenting on the importance of the HazoHouse and related hazardous waste programs.

David Nightingale commented, during Chapter 5, on the use of "subsidy" in relation to the tip fee. Wendy responded the only financial information in the document is related to HazoHouse; however, several of the programs are paid for by the tip fee or by grant funding from Department of Ecology. David commented that it may be helpful to share the funding information for all the MRW programs, not just exclusively HH. Wendy commented it would be a topic to think about, as the funds for each department are separate. David further commented that from a financial standpoint it would make sense to understand how the funds get parsed out to the various programs, as HH is not the only program funded by the tip fees. Wendy agreed to look further into it. Arin Robertson asked David to clarify, the question is what percentage of tip fee is going to each program? David responded yes, he is seeking transparency for both where the funds are coming from and where the funds are going, in as simple a way as possible.

In the chat, Jennifer Johnson from Thurston County Public Health and Social Services (PHSS) commented during Chapter 6 recommendations of facility and programs. Jennifer noted that data should also be collected from people who are not present at HH to better understand the barriers that keep them from disposing of household hazardous waste (HHW) at the facility.

Wendy Mifflin called on Laura Glover from Thurston County Public Works (TCPW) Solid Waste (SW) for clarification on if Thurston County is looking for contracting and alternatives to reuse products. Laura responded that Thurston County is gathering data and documents. Laura noted that there was a small collection of data obtained one to two months prior, and Thurston County would be targeting non-profits to sign up for a reuse program. Wendy commented that in the past, Swap Shops used to be the method of handling materials before going back out to the public for use; however, EPR programs have contributed to the change in Swap Shops and program alternatives would be beneficial.

In the chat, Jennifer asked how *Advocate for policy actions and education and outreach programs that promote safer alternatives, prevent exposure to hazardous materials, and support EPR and product stewardship for hazardous products* (Program 2) is different than what is happening. Wendy responded it is an expansion of the program that is present, and as more EPR programs come out, there will be additional costs to Thurston County.

David Nightingale asked if Program 2 is short for lobbying legislation. Wendy responded that Program 2 is short for lobbying legislation, and *Continue membership in the Washington State Association of Counties affiliate groups to allow for evaluation and input into future legislative initiatives* (Program 5) is where input would happen for future legislative initiatives. Wendy continued, stating Thurston County's SW and PHSS groups have membership through Washington State Association of Counties (WASAC) to give feedback on legislative policy, and should continue their membership to provide input for future legislative initiatives, concluding this is the reasoning behind Program 5.

David commented on *Consider implementation of program alternatives that promote product reuse from the HazoHouse* (Program 1), and the use of the word "liability" in terms of why reuse programs are not happening as often, noting that he hasn't heard of this before and questioning where the concept of liability came from. Wendy responded some of the concept came from her experience in operations of a HHW facility in Yakima County. Wendy continued, stating there were several cleanups occurring because the HHW facility would provide products to the public who were in turn stockpiling them, resulting in clean up actions that were paid for by Yakima County's Solid Waste division. Wendy noted Department of Agriculture penalizing Yakima County for the products going back onto shelves. Wendy looped back to include why Laura is working on an alternative program rather than a Swap Shop table. David noted an experience traveling through Yakima County recently where the reuse products were being given out, also agreeing Department of Agriculture has banned certain products from being put out on shelves. Further discussion ensued between David and Wendy on the use of the word liability in the document.

David commented on *Consider adopting the HWMP as part of the SWMP update process* (Administration 2), noting that having the HWMP and Solid Waste Management Plan (SWMP) combined, is not a good idea due to the extensive information in both plans currently. Wendy responded with a different perspective, that TCPW is already considering combining the plans, noting it is costly and time consuming to have the documents separated; however, the integrity of each plan will be kept. Wendy concluded that Administration 2 is a consideration, not a requirement, but something for TCPW and PHSS to discuss and decide. David agreed, noting that he has seen it done poorly although it's possible to combine the documents well.

Wendy turned over the presentation to Emily Rhoades of HDR Inc. to discuss the list of Appendices. Emily noted the blue items were placeholders, with several different placeholders in the document that will be updated as information is received.

Emily asked if instead of presenting the chapters again at the next SWAC meeting, if the absent SWAC members could review the recording of this presentation to be prepared for recommendations and discussion at the next meeting. Laura Glover from Thurston County Public Works stated that she can send the video link to the other SWAC members to catch them up to speed.

8. ROUNDTABLE DISCUSSION

David Nightingale noted his trip to Yakima County, and how Yakima has one of the best facilities on the east side of the Cascades, if not the best.

Jennifer Johnson from PHSS, in the chat, asked how much input staff has had in the plan. Emily Rhoades responded once each chapter was drafted, it was circulated around to the county for staff to provide input at that time. Emily continued, that by the time the full draft plan was brought to the SWAC the hope was that all staff had the opportunity to review and provide feedback. Jennifer noted she has some confusion and concern, providing insight on her question on staff input for the plan. Wendy responded the plan is not meant to oversee operations, but rather be open, providing a high-level overview for adoptions by the City and County. Wendy added if there are concerns, they should be brought to their own department to discuss, and to Emily Rhoades as well. Jennifer thanked Wendy for the clarification.

Jennifer Johnson commented briefly on her concerns that survey data was collected from only HazoHouse customers. Wendy responded that HDR did the outreach for the South County transfer station project; the outreach included surveying people in Rainier and Rochester, to determine their needs, as well as a county-wide survey. The survey and data are available online. Jennifer asked if the data will be incorporated into the HWMP document. Emily responded the summary of the survey effort from the South County Transfer Station survey from 2022 were rolled into the survey results from HH in Chapter 3. Emily noted there was more off-site surveying completed than on-site at HH; however, on-site participants were much more responsive. Jennifer thanked Emily, stating she was not aware the South County Transfer Station data was incorporated into the document. David Nightingale asked if the survey results could be recirculated to the SWAC members, as there has been some turnover from year to year, calling on Laura or Emily to do this. Emily responded, "Absolutely."

David Nightingale shared a final thought to add to the December agenda for SWAC, requesting an update about what Thurston County Public Works is doing in terms of reuse for the HazoHouse.

Amanda Romero shared that Thurston County Public Work's Education and Outreach team is putting on a Fix-It Fair on Wednesday, November 20 from 3:00 p.m. to 6:00 p.m. at Lacey Maker Space on Saint Martin's University campus. There is more information on Thurston County Public Work's website and Facebook.

9. ANNOUNCEMENTS

No announcements.

The November 6, 2024, SWAC meeting adjourned at 11:35 a.m. The next SWAC meeting is scheduled for December 4, 2024, at 10:00 a.m. as an in-person and virtual Zoom meeting.

Video of this meeting is available at <https://www.youtube.com/watch?v=E9MvVxrd8X8>



THURSTON COUNTY SOLID WASTE ADVISORY COMMITTEE

Meeting Minutes of December 6, 2024
Virtual Zoom and In-Person Meeting

| ROLL CALL: | | Alternate (A) Excused (E) Not Present (NP) Present (P) |
|--------------------------------------|--|---|
| Members/(Alternates) | Interest/Organization | |
| David Nightingale - Chair | Business Representative | P |
| Greg Schoenbachler – Vice Chair | Agricultural Interest | E |
| Gary Edwards (<i>Emily Clouse</i>) | Thurston County Commissioners' Office | P |
| Amy Evans Harding | Port of Olympia | P |
| Lisa Parshley | City of Olympia | NP |
| Nicolas Dunning | City of Lacey | P |
| Joan Cathey | City of Tumwater | P |
| Trevor Palmer | City of Yelm | NP |
| Elaine Klamn | City of Tenino | P |
| Kiersten Presley | Town of Bucoda | NP |
| Renee Radcliff Sinclair | District #3, Resident Representative | P |
| Lisa Harrison | District #1, Resident Representative | E |
| Chad Sutter | Industry — Recycling | NP |
| Arin Robertson | Industry — Refuse | P |
| Christina Kullberg | Washington State Department of Ecology (<i>non-voting</i>) | P |
| <i>Vacant</i> | City of Rainier | |

STAFF PRESENT: Amanda Romero, Laura Glover, Matt Samuelson, Toni Basinger, Rob Pudner, Maggie Brown, Marinka Major, April Roe, Jeff Bickford – Public Works; Kimberly Graham, Kiley Gruber, Jennifer Johnson, Jessica Goulet – Public Health and Social Services.

GUESTS PRESENT: Steven Gilmore – Republic Services; Emily Rhoades – HDR Inc; Wendy Mifflin – Herrera Inc; Dale Clark – Turner and Townsend

1. CALL TO ORDER

The December 6, 2024, Solid Waste Advisory Committee (SWAC) meeting was called to order at 10:00 a.m. by David Nightingale.

2. ROLL CALL & DETERMINATION OF QUORUM

A quorum was met when Gary Edwards became present by phone and later in-person during Matt Samuelson's presentation.

3. INTRODUCTION OF GUESTS

4. APPROVAL OF AGENDA & MINUTES

The minutes of October 2, 2024, and November 6, 2024, were approved after a motion was made by Gary Edwards and seconded by Amy Evans Harding, and third by Elaine Klamn. The SWAC approved by unanimous consent.

5. PUBLIC COMMENTS

No public comments.

6. OLD BUSINESS

No old business.

7. NEW BUSINESS

A. Public Works – Solid Waste Capital Projects Quarterly Update

Matt Samuelson shared his presentation on Solid Waste Capital Projects Quarterly Update. The presentation included updates on the estimated timeline and cost for several projects happening presently and in the future for the Waste and Recovery Center (WARC) Closed Landfill.

David Nightingale commented on the slide titled “Security, Technology & Site Improvements.”

Jeff Bickford noted that the “Transfer Station Facility – Second Location” is currently in the preliminary phase regarding timing and cost, as the reconfiguration of the WARC is a priority at this time.

During the “WARC Site Reconfiguration” slide, David and Matt discussed using a Design-Build (DB) approach versus a Design-Bid-Build format.

David commented on “WARC Site Reconfiguration Basis of Design”. Laura Glover clarified that traditional recycling will be located at the current public tipping wall. Additionally, Jeff mentioned that Public Works plans to reintroduce the book recovery bins and restart the electronics recycling program. Matt mentioned that Republic Services will be included in the conversation for the design-build process.

B. Public Works – Hazardous Waste Reuse Program

Laura Glover provided an update on the Hazardous Waste Reuse Program, formerly known as “The Swap Shop”. The presentation covered the history of the reuse program, the planning timeline, and the data gathered for sample collection and analysis.

David and Gary Edwards commented during the slide titled “HHW Reuse – Sample Collection & Analysis.” Laura explained how eligibility was determined and how the sample was modeled after other counties’ programs, specifically Kitsap County. Laura later explained the Education & Outreach elements of the program.

C. Public Health and Social Services – Hazardous Waste Management Plan (HWMP) Update Part II

Emily Rhoades presented the HWMP update. Wendy Mifflin explained that due to the limited time available, the goal is to progress with the comments on the HWMP and the corresponding responses, followed by a motion to accept the draft for regulatory review. She mentioned that regulatory review will return to the SWAC for further comments to be voted on again.

Wendy reviewed the comment from SWAC requesting a complete overview of the program revenues and expenses, including education and outreach, as well as the contributions from Public Health and Social Services (PHSS). Kimberly explained that due to the system transition to TC Connect in the summer of 2024, PHSS is unable to obtain reports that break down the data by the various programs. David replied that if the financial information becomes available in the future, it can be incorporated prior to the final review. Wendy responded that some information can be added at this time to move forward with the regulatory review process.

Wendy supported the suggestion regarding the use of "Public Works Director" in the document and replacing it with "Environmental Health Director."

David commented under the topic of equity about the statements concerning the authority of the Environmental Protection Agency (EPA) and tribes. Wendy stated that the document must undergo a State Environmental Policy Act (SEPA) review, during which the county will reach out to the relevant tribes to provide them with an opportunity to comment. She explained further that following these reviews and feedback, a draft plan will be created. Kimberly Graham will then present the document to the Board of Health for their comments and approval, which is necessary before it can be submitted to the cities and the BoCC for final approval.

David made comments on Figure 2-6 , Page 4-1 (Section 4.2.1), Page 4-4, and Page 6-5. Wendy Mifflin, Kimberly Graham, and Jennifer Johnson will review comments and recommendations.

Wendy specified that the motion would be to accept the draft of Thurston County's Hazardous Waste Management Plan along with comments and responses, as previously discussed. This would include a review of the comments submitted by David, which have not been received yet, and would allow the document to advance to regulatory reviews with SEPA and the Department of Ecology. No additional comments were provided and Amy Evans Harding made a motion to approve the complete Thurston County Hazardous Waste Management Plan document along with the comments and responses discussed. The motion was seconded by Gary Edwards, and the SWAC approved it unanimously.

8. ROUNDTABLE DISCUSSION

Jeff announced that on November 18th Thurston County had its first Fix-It Fair at Lacey MakerSpace. The event attracted over 24 volunteers and 65 attendees, with 66 out of the 88 items brought being successfully repaired within a three-hour timeframe. A total of 387 pounds of material was effectively diverted from the landfill. Due to the event's success, Thurston County will now host Fix-It Fairs semi-annually, with the next one scheduled for Spring 2025.

9. ANNOUNCEMENTS

Laura announced the first meeting for SWAC of the year is cancelled as it falls on New Years and indicated that the next meeting will be held in February 2025.

The December 6, 2024, SWAC meeting adjourned at 11:35 a.m. The next SWAC meeting is scheduled for February 5, 2025, at 10:00 a.m. as an in-person and virtual Zoom meeting.

Video of this meeting is available at https://youtu.be/NmdYieS_VDk?si=c-31FzZAw_rr28mx

| Thurston County HWMP Response to Comments – 2024 | | |
|--|--|---|
| Commenter | Comment Received | Response |
| HDR/Herrera | Chapter 6 Strategy Analysis and Implementation Plan – Add a new recommendation Facility 4 – Consider options for providing HHW collection methods to serve remote areas in the County and implement as appropriate | Concur with comment. Add new Facility 4 recommendation. |
| SWAC (November) | Chapter 6 – Strategy Analysis and Implementation Plan – Superscript 11 – David Nightingale spelled incorrectly | Concur with comment. Spelling corrected. |
| SWAC (November) | Table 5-1 Thurston County HazoHouse Financial Information – Would like to see full program revenues and expenses including education and outreach/PHSS portion | Requested financial information from PHSS |
| SWAC (November) | Chapter 6 – Strategy Analysis and Implementation Plan – What MRW reduction methods can be considered? – Second paragraph – consider a different word for liability as this denotes legal action | Concur with comment. Delete “liability” and insert “potential legal responsibility.” |
| County Solid Waste Staff | This document often refers to “The Hazohouse” rather than the official name “Hazohouse.” | The correct spelling of the facility is “HazoHouse.” The use of “The HazoHouse” is content sensitive in the HWMP and has been reviewed by a technical editor for appropriateness. |
| County Solid Waste Staff | <p><u>2014 Recommendations:</u> Status of previous recommendations (Appendix C Pg 133)</p> <p>2014 Plan: https://s3.us-west-2.amazonaws.com/thurstoncountywa.gov.if-us-west-2/s3fs-public/2023-02/Hazardous%20Waste%20Management%20Plan%202014%20Revised.pdf</p> <ol style="list-style-type: none"> 1. It is unclear to me if these 2014 recommendations are carried forward in this new plan. 2. Pg 17 “This HWMP supersedes previous HWMPs, including the most recent 2014 Hazardous Waste Management Plan (2014 HWMP). The status of 2014 HWMP recommendations can be found in Appendix C.” | <p>The recommendations from the 2014 Thurston County Hazardous Waste Management Plan and their implementation status are included in Appendix C. The 2014 recommendations were over 10 years old and a number of them were no longer valid due to new regulatory requirements and updates to programs and facilities.</p> <p>All 2014 recommendations are superseded by this HWMP with the proposed new recommendations in Table 6-1 Summary of Recommendations, Implementation Schedule, Responsibility, and Budget.</p> <p>No Change to HWMP.</p> |

| Thurston County HWMP Response to Comments – 2024 | | |
|--|--|---|
| Commenter | Comment Received | Response |
| County Solid Waste Staff | <p><u>Equity:</u></p> <p>a. Have local tribes been invited to participate in the review process?</p> <p>b. The only type of equity addressed is racial equity (page 72).</p> | <p>Section 1.5 addresses tribal sovereign status. Tribes complete Solid Waste and Hazardous Waste Management Plans in accordance with EPA requirements. The Board of County Commissioners appoint SWAC members and tribes could be contacted to determine their interest in participation and potential appointment to the SWAC.</p> <p>Equity issues both racial and societal are addressed in Chapter 6.0 – Strategy Analysis and Implementation Plan as part of inclusive messaging.</p> <p>No Change to HWMP.</p> |
| County Solid Waste Staff | <p><u>Electronics</u></p> <p>Can the plan include a recommendation to bring back e-waste recycling at the WARC?</p> <p>a. According to Department of Ecology reports, Thurston County saw a significant drop in E-Cycle WA participation when the WARC stopped accepting e-waste for recycling.</p> <p>b. The WARC is intended to be a facility that makes waste diversion convenient by providing a variety of services in one general location. This convenience is also a matter of equity due to the challenges associated with vehicle travel to private businesses in order to seek out discontinues services.</p> | <p>Electronic waste management and handling is included in the Thurston County Solid Waste Management Plan as this waste stream was previously handled in the recycling area at the WARC through an agreement with Goodwill Industries. Goodwill Industries chose to discontinue collection at the WARC as part of the on-site recycling programs.</p> <p>No change to HWMP.</p> |
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| HDR/Herrera | Chapter 6 Strategy Analysis and Implementation Plan – Add a new recommendation Facility 4 – Consider options for providing HHW collection methods to serve remote areas in the County and implement as appropriate | Concur with comment. Add new Facility 4 recommendation. |
| SWAC (November) | Chapter 6 – Strategy Analysis and Implementation Plan – Superscript 11 – David Nightingale spelled incorrectly | Concur with comment. Spelling corrected. |
| SWAC (November) | Table 5-1 Thurston County HazoHouse Financial Information – Would like to see full program revenues and expenses including education and outreach/PHSS portion | Requested financial information from PHSS; limited information was available for program revenues and expenses. Additional information and language added in Sections 4.4.2, 4.4.4, 5.3.1, 5.3.2, including more detail in Table 5-1. |
| SWAC (November) | Chapter 6 – Strategy Analysis and Implementation Plan – What MRW reduction methods can be considered? – Second paragraph – consider a different word for liability as this denotes legal action | Concur with comment. Delete “liability” and insert “potential legal responsibility.” |
| County Solid Waste Staff | This document often refers to “The Hazohouse” rather than the official name “Hazohouse.” | The correct spelling of the facility is “HazoHouse.” The use of “The HazoHouse” is content sensitive in the HWMP and has been reviewed by a technical editor for appropriateness. |
| County Solid Waste Staff | <p><u>2014 Recommendations:</u> Status of previous recommendations (Appendix C Pg 133)</p> <p>2014 Plan: https://s3.us-west-2.amazonaws.com/thurstoncountywa.gov.if-us-west-2/s3fs-public/2023-02/Hazardous%20Waste%20Management%20Plan%202014%20Revised.pdf</p> <ol style="list-style-type: none"> 1. It is unclear to me if these 2014 recommendations are carried forward in this new plan. 2. Pg 17 “This HWMP supersedes previous HWMPs, including the most recent 2014 Hazardous Waste Management Plan (2014 HWMP). The status of 2014 HWMP recommendations can be found in Appendix C.” | <p>The recommendations from the 2014 Thurston County Hazardous Waste Management Plan and their implementation status are included in Appendix C. The 2014 recommendations were over 10 years old and a number of them were no longer valid due to new regulatory requirements and updates to programs and facilities.</p> <p>All 2014 recommendations are superseded by this HWMP with the proposed new recommendations in Table 6-1 Summary of Recommendations, Implementation Schedule, Responsibility, and Budget.</p> <p>No Change to HWMP.</p> |

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Appendix E. SEPA Checklist

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Creating Solutions for Our Future

COMMUNITY PLANNING & ECONOMIC DEVELOPMENT

3000 Pacific Ave SE, Olympia, WA 98501

TTY/TDD call 711 or 1-800-833-6388

Website: ThurstonCPED.org

Ashley Arai, Director

SEPA DETERMINATION OF NONSIGNIFICANCE (DNS)

Date of Issuance: May 15, 2025

Proponent/Lead Agency Thurston County Public Health and Social Services, 2000 Lakeridge Drive SW, Olympia, WA 98502
Contact: Kimberly Graham, (360) 867-2586,
Kimberly.Graham@co.thurston.wa.us

Description of Proposal Thurston County is required by Washington State law to maintain a hazardous waste management plan in a “current and applicable condition”, and has prepared an updated plan. In addition to updating discussion of current facilities and programs, the new proposed hazardous waste management plan contains a number of recommendations. Most represent refinements to existing policies and programs based on reducing or eliminating exposures to hazardous materials through efficient, reliable, and affordable hazardous waste collection, prevention, and policy services.

Project No. 2025101734

SEPA Folder No. XA 25 105422

Location of Proposal Thurston County

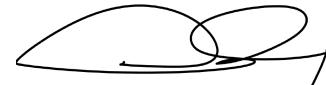
Threshold Determination The lead agency for this proposal has determined that this proposal will not have a probable significant adverse impact on the environment. An environmental impact statement (EIS) is not required under RCW 43.21C.030. This decision was made after review by the Lead Agency of a completed Environmental Checklist and other information on file with the Lead Agency. This information is available to the public by visiting <https://www.thurstoncountywa.gov/departments/public-health-and-social-services/environmental-health/business-pollution-prevention>.

Responsible Official Ashley Arai, Director

Date of Issuance: May 15, 2025

Comment Deadline: May 29, 2025

Appeal Deadline: **June 5, 2025**



Derek Day, Community Planning Manager
(for) Ashley Arai, CPED Director

This DNS is issued under WAC 197-11-340(2). The lead agency will not act on this proposal for 14 days from the date of issue or until the appeal period has passed, if applicable. No permits may be issued, and the applicant shall not begin work until after the comment and any appeal periods have expired, and any other necessary permits are issued. If conditions are added, deleted, or modified during the 14-day review period, a modified DNS will be issued. Otherwise, this DNS will become final after the expiration of the comment deadline and appeal period, if applicable.

Appeals

Threshold determinations may be appealed pursuant to TCC 17.09.160 if: (1) a written notice of appeal, meeting the requirements of TCC 17.09.160(D), and the appropriate appeal fee is received by the Thurston County Community Planning and Economic Development Department within seven (7) calendar days of the last day of the comment period on the threshold determination and; (2) the person filing the appeal is an aggrieved party and submitted written comments prior to the comment deadline, per the requirements of TCC 17.09.160(B).

NOTE: The issuance of this Determination of Nonsignificance does not constitute project approval. The applicant must comply with all necessary approvals prior to implementation of the plan.



Community Planning & Economic Development
 3000 Pacific Avenue S.E. Olympia, WA 98501
 (360)786-5490 / (360)754-2939 (Fax)
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STATE ENVIRONMENTAL POLICY ACT (SEPA) CHECKLIST

Purpose of checklist:

Governmental agencies use this checklist to help determine whether the environmental impacts of your proposal are significant. This information is also helpful to determine if available avoidance, minimization or compensatory mitigation measures will address the probable significant impacts or if an environmental impact statement will be prepared to further analyze the proposal.

Instructions for applicants:

This environmental checklist asks you to describe some basic information about your proposal. Please answer each question accurately and carefully, to the best of your knowledge. You may need to consult with an agency specialist or private consultant for some questions. **You may use "not applicable" or "does not apply" only when you can explain why it does not apply and not when the answer is unknown.** You may also attach or incorporate by reference additional studies reports. Complete and accurate answers to these questions often avoid delays with the SEPA process as well as later in the decision-making process.

The checklist questions apply to **all parts of your proposal**, even if you plan to do them over a period of time or on different parcels of land. Attach any additional information that will help describe your proposal or its environmental effects. The agency to which you submit this checklist may ask you to explain your answers or provide additional information reasonably related to determining if there may be significant adverse impact. Find form details and instructions for completing each section on [Department of Ecology's SEPA website](#). Instructions for each section are linked below.

Instructions for Lead Agencies:

Please adjust the format of this template as needed. Additional information may be necessary to evaluate the existing environment, all interrelated aspects of the proposal and an analysis of adverse impacts. The checklist is considered the first but not necessarily the only source of information needed to make an adequate threshold determination. Once a threshold determination is made, the lead agency is responsible for the completeness and accuracy of the checklist and other supporting documents.

Use of checklist for nonproject proposals:

For nonproject proposals (such as ordinances, regulations, plans and programs), complete the applicable parts of sections A and B plus the SUPPLEMENTAL SHEET FOR NONPROJECT ACTIONS (part D). Please completely answer all questions that apply and note that the words "project," "applicant," and "property or site" should be read as "proposal," "proponent," and "affected geographic area," respectively. The lead agency may exclude (for non-projects) questions in Part B - Environmental Elements –that do not contribute meaningfully to the analysis of the proposal.



THURSTON COUNTY
Community Planning & Economic Development
ENVIRONMENTAL CHECKLIST

A. Background [\[HELP\]](#)

1. Name of proposed project, if applicable:

Thurston County Hazardous Waste Management Plan

2. Name of applicant:

Thurston County

3. Address and phone number of applicant and contact person:

Kimberly Graham, Environmental Health Division, 360-867-2586, 2000 Lakeridge Dr SW

4. Date checklist prepared:

4/30/2025

5. Agency requesting checklist:

Thurston County

6. Proposed timing or schedule (including phasing, if applicable):

This checklist is submitted for a non-project proposal intended to update the Thurston County long range plan for hazardous waste management. The proposed Thurston County Hazardous Waste Management Plan is undergoing public review and comment. A final copy of the Hazardous Waste Management Plan is anticipated to be approved by all cities and towns in Thurston County, the Thurston County Board of Commissioners, and the Washington State Department of Ecology (Ecology) in 2025.

7. Do you have any plans for future additions, expansion, or further activity related to or connected with this proposal? If yes, explain.

Ecology's guidelines (Guidelines for Developing and Updating Local Hazardous Waste Management Plans) require hazardous waste management plans to be reviewed, and if necessary, updated periodically.

8. List any environmental information you know about that has been prepared, or will be prepared, directly related to this proposal.

Does not apply.

9. Do you know whether applications are pending for governmental approvals of other proposals directly affecting the property covered by your proposal? If yes, explain.

No, this SEPA checklist is intended to address only programs and activities specifically recommended in the Thurston County Hazardous Waste Management Plan. Any new private or public facilities will need to complete a separate SEPA review process as appropriate.

* * * * OFFICIAL USE ONLY * * * *

Folder Sequence # 2025 105422 000 00 XA

Project # XA 25 105422

Related Cases: Click or tap here to enter text.

Date Received: Click or tap to enter a date.

By: Click or tap here to enter text.

* * * * OFFICIAL USE ONLY * * * *

10. List any government approvals or permits that will be needed for your proposal, if known.

State Law (RCW 70A.300) and guidelines issued by Ecology require a public review period for this plan for a minimum of 30 days and require Ecology to examine and comment on the preliminary draft of the plan. The Thurston County Board of Commissioners and the cities and towns must also adopt the final draft of the plan. After adoption by the County and cities and towns, Ecology must approve the plan before it becomes effective.

11. Give brief, complete description of your proposal, including the proposed uses and the size of the project and site. There are several questions later in this checklist that ask you to describe certain aspects of your proposal. You do not need to repeat those answers on this page. (Lead agencies may modify this form to include additional specific information on project description.)

Thurston County is required by Washington State law to maintain a hazardous waste management plan in a “current and applicable condition.” The existing Hazardous Waste Management Plan was completed in 2014 and is outdated in several areas. In addition to updating discussion of current facilities and programs, the new proposed hazardous waste management plan contains a number of recommendations. Most of these recommendations represent refinements to existing policies and programs based on reducing or eliminating exposures to hazardous materials through efficient, reliable, and affordable hazardous waste collection, prevention, and policy services. The recommendations proposed in the Thurston County Hazardous Waste Management Plan can be found in Chapter 6 Strategy Analysis and Implementation Plan.

12. Location of the proposal. Give sufficient information for a person to understand the precise location of your proposed project, including a street address, if any, and section, township, and range, if known. If a proposal would occur over a range of area, provide the range or boundaries of the site(s). Provide a legal description, site plan, vicinity map, and topographic map, if reasonably available. While you should submit any plans required by the agency, you are not required to duplicate maps or detailed plans submitted with any permit applications related to this checklist.

The Thurston County Hazardous Waste Management Plan addresses activities and programs that occur throughout Thurston County.



THURSTON COUNTY
Community Planning & Economic Development
ENVIRONMENTAL ELEMENTS

B. Environmental Elements [\[help\]](#)

1. Earth [\[help\]](#)

a. General description of the site: (check one):

- Flat
- Rolling
- Hilly
- Steep Slopes
- Mountainous

Other: All. The facilities and programs addressed by Thurston County Hazardous Waste Management Plan recommendations are inclusive of the entire County and include all of the above.

b. What is the steepest slope on the site (approximate percent slope)?

Does not apply; there is no specific site being addressed by this Hazardous Waste Management Plan.

c. What general types of soils are found on the site (for example, clay, sand, gravel, peat, muck)? If you know the classification of agricultural soils, specify them and note any agricultural land of long-term commercial significance and whether the proposal results in removing any of these soils.

Does not apply; there is no specific site being addressed by this Hazardous Waste Management Plan.

d. Are there surface indications or history of unstable soils in the immediate vicinity? If so, describe.

Does not apply; there is no specific site being addressed by this Hazardous Waste Management Plan.

e. Describe the purpose, type, total area, and approximate quantities and total affected area of any filling, excavation, and grading proposed. Indicate source of fill.

Does not apply; there is no specific site being addressed by this Hazardous Waste Management Plan.

f. Could erosion occur as a result of clearing, construction, or use? If so, generally describe.

Does not apply; there is no specific site being addressed by this Hazardous Waste Management Plan.

g. About what percent of the site will be covered with impervious surfaces after project construction (for example, asphalt or buildings)?

Does not apply; there is no specific site being addressed by this Hazardous Waste Management Plan.

h. Proposed measures to reduce or control erosion, or other impacts to the earth, if any:

Does not apply; there is no specific site being addressed by this Hazardous Waste Management Plan.

2. Air [\[help\]](#)

- a. What types of emissions to the air would result from the proposal during construction, operation, and maintenance when the project is completed? If any, generally describe and give approximate quantities if known.

No significant emissions are anticipated as a result of the recommendations made by this Hazardous Waste Management Plan.

- b. Are there any off-site sources of emissions or odor that may affect your proposal? If so, generally describe.

Does not apply; there is no specific site being addressed by this Hazardous Waste Management Plan.

- c. Proposed measures to reduce or control emissions or other impacts to air, if any:

Does not apply; there is no specific site being addressed by this Hazardous Waste Management Plan.

3. Water [\[help\]](#)

- a. Surface Water: [\[help\]](#)

- 1) Is there any surface water body on or in the immediate vicinity of the site (including year-round and seasonal streams, saltwater, lakes, ponds, wetlands)? If yes, describe type and provide names. If appropriate, state what stream or river it flows into.

Does not apply; there is no specific site being addressed by this Hazardous Waste Management Plan.

- 2) Will the project require any work over, in, or adjacent to (within 200 feet) the described waters? If yes, please describe and attach available plans.

Does not apply; there is no specific site being addressed by this Hazardous Waste Management Plan.

- 3) Estimate the amount of fill and dredge material that would be placed in or removed from surface water or wetlands and indicate the area of the site that would be affected. Indicate the source of fill material.

Does not apply; there is no specific site being addressed by this Hazardous Waste Management Plan.

- 4) Will the proposal require surface water withdrawals or diversions? Give general description, purpose, and approximate quantities if known.

Does not apply; there is no specific site being addressed by this Hazardous Waste Management Plan.

- 5) Does the proposal lie within a 100-year floodplain? If so, note location on the site plan.

Does not apply; there is no specific site being addressed by this Hazardous Waste Management Plan.

6) Does the proposal involve any discharges of waste materials to surface waters? If so, describe the type of waste and anticipated volume of discharge.

Does not apply; there is no specific site being addressed by this Hazardous Waste Management Plan.

b. Ground Water: [\[help\]](#)

1) Will groundwater be withdrawn from a well for drinking water or other purposes? If so, give a general description of the well, proposed uses and approximate quantities withdrawn from the well. Will water be discharged to groundwater? Give general description, purpose, and approximate quantities if known.

Does not apply; there is no specific site being addressed by this Hazardous Waste Management Plan.

2) Describe waste material that will be discharged into the ground from septic tanks or other sources, if any (Examples: Domestic sewage; industrial, containing the following chemicals. . .; agricultural; etc.). Describe the general size of the system, the number of such systems, the number of houses to be served (if applicable), or the number of animals or humans the system(s) are expected to serve.

Does not apply; there is no specific site being addressed by this Hazardous Waste Management Plan.

c. Water runoff (including stormwater):

1) Describe the source of runoff (including storm water) and method of collection and disposal, if any (include quantities, if known). Where will this water flow? Will this water flow into other waters? If so, describe.

Does not apply; there is no specific site being addressed by this Hazardous Waste Management Plan.

2) Could waste materials enter ground or surface waters? If so, generally describe.

Does not apply; there is no specific site being addressed by this Hazardous Waste Management Plan.

3) Does the proposal alter or otherwise affect drainage patterns in the vicinity of the site? If so, describe.

Does not apply; there is no specific site being addressed by this Hazardous Waste Management Plan.

d. Proposed measures to reduce or control surface, ground, and runoff water, and drainage pattern impacts, if any:

Does not apply; there is no specific site being addressed by this Hazardous Waste Management Plan.

4. Plants [\[help\]](#)

a. Check the types of vegetation found on the site:

- deciduous tree: alder, maple, aspen, other
- evergreen tree: fir, cedar, pine, other
- shrubs
- grass
- pasture
- crop or grain
- Orchards, vineyards or other permanent crops.
- wet soil plants: cattail, buttercup, bullrush, skunk cabbage, other
- water plants: water lily, eelgrass, milfoil, other
- other types of vegetation: Click or tap here to enter text.

b. What kind and amount of vegetation will be removed or altered?

Does not apply; there is no specific site being addressed by this Hazardous Waste Management Plan.

c. List threatened and endangered species known to be on or near the site.

Does not apply; there is no specific site being addressed by this Hazardous Waste Management Plan.

d. Proposed landscaping, use of native plants, or other measures to preserve or enhance vegetation on the site, if any:

Does not apply; there is no specific site being addressed by this Hazardous Waste Management Plan.

e. List all noxious weeds and invasive species known to be on or near the site.

Does not apply; there is no specific site being addressed by this Hazardous Waste Management Plan.

5. Animals [\[help\]](#)

a. List any birds and other animals which have been observed on or near the site or are known to be on or near the site.

Examples include:

birds: hawk, heron, eagle, songbirds, other: Click or tap here to enter text.

mammals: deer, bear, elk, beaver, other: Click or tap here to enter text.

fish: bass, salmon, trout, herring, shellfish, other: Click or tap here to enter text.

b. List any threatened and endangered species known to be on or near the site.

Does not apply; there is no specific site being addressed by this Hazardous Waste Management Plan.

c. Is the site part of a migration route? If so, explain.

Does not apply; there is no specific site being addressed by this Hazardous Waste Management Plan.

d. Proposed measures to preserve or enhance wildlife, if any:

Does not apply; there is no specific site being addressed by this Hazardous Waste Management Plan.

e. List any invasive animal species known to be on or near the site.

Does not apply; there is no specific site being addressed by this Hazardous Waste Management Plan.

6. Energy and Natural Resources [\[help\]](#)

a. What kinds of energy (electric, natural gas, oil, wood stove, solar) will be used to meet the completed project's energy needs? Describe whether it will be used for heating, manufacturing, etc.

Several of the activities recommended in the Hazardous Waste Management Plan will require small additional amount of electrical power to support ongoing, everyday activities.

b. Would your project affect the potential use of solar energy by adjacent properties? If so, generally describe.

Does not apply; there is no specific site being addressed by this Hazardous Waste Management Plan.

c. What kinds of energy conservation features are included in the plans of this proposal? List other proposed measures to reduce or control energy impacts, if any:

Does not apply; there is no specific site being addressed by this Hazardous Waste Management Plan.

7. Environmental Health [\[help\]](#)

a. Are there any environmental health hazards, including exposure to toxic chemicals, risk of fire and explosion, spill, or hazardous waste, that could occur as a result of this proposal? If so, describe.

No, although the Hazardous Waste Management Plan discusses the Thurston County HazoHouse Facility, increased education and outreach for this facility, small quantity generator waste, business pollution prevention, and enforcement, these activities should help prevent environmental health risks in the future.

1) Describe any known or possible contamination at the site from present or past uses.

Does not apply; there is no specific site being addressed by this Hazardous Waste Management Plan.

2) Describe existing hazardous chemicals/conditions that might affect project development and design. This includes underground hazardous liquid and gas transmission pipelines located within the project area and in the vicinity.

Does not apply; there is no specific site being addressed by this Hazardous Waste Management Plan.

3) Describe any toxic or hazardous chemicals that might be stored, used, or produced during the project's development or construction, or at any time during the operating life of the project.

Does not apply; there is no specific site being addressed by this Hazardous Waste Management Plan.

- 4) Describe special emergency services that might be required.

Does not apply; there is no specific site being addressed by this Hazardous Waste Management Plan.

- 5) Proposed measures to reduce or control environmental health hazards, if any:

Does not apply; there is no specific site being addressed by this Hazardous Waste Management Plan.

b. Noise

- 1) What types of noise exist in the area which may affect your project (for example: traffic, equipment, operation, other)?

Does not apply; there is no specific site being addressed by this Hazardous Waste Management Plan.

- 2) What types and levels of noise would be created by or associated with the project on a short-term or a long-term basis (for example: traffic, construction, operation, other)? Indicate what hours noise would come from the site.

Does not apply; there is no specific site being addressed by this Hazardous Waste Management Plan.

- 3) Proposed measures to reduce or control noise impacts, if any:

Does not apply; there is no specific site being addressed by this Hazardous Waste Management Plan.

8. Land and Shoreline Use [\[help\]](#)

- a. What is the current use of the site and adjacent properties? Will the proposal affect current land uses on nearby or adjacent properties? If so, describe.

Does not apply; there is no specific site being addressed by this Hazardous Waste Management Plan.

- b. Has the project site been used as working farmlands or working forest lands? If so, describe. How much agricultural or forest land of long-term commercial significance will be converted to other uses as a result of the proposal, if any? If resource lands have not been designated, how many acres in farmland or forest land tax status will be converted to nonfarm or nonforest use?

Does not apply; there is no specific site being addressed by this Hazardous Waste Management Plan.

- 1) Will the proposal affect or be affected by surrounding working farm or forest land normal business operations, such as oversize equipment access, the application of pesticides, tilling, and harvesting? If so, how:

Does not apply; there is no specific site being addressed by this Hazardous Waste Management Plan.

c. Describe any structures on the site.

Does not apply; there is no specific site being addressed by this Hazardous Waste Management Plan.

d. Will any structures be demolished? If so, what?

Does not apply; there is no specific site being addressed by this Hazardous Waste Management Plan.

e. What is the current zoning classification of the site?

Does not apply; there is no specific site being addressed by this Hazardous Waste Management Plan.

f. What is the current comprehensive plan designation of the site?

Does not apply; there is no specific site being addressed by this Hazardous Waste Management Plan.

g. If applicable, what is the current shoreline master program designation of the site?

Does not apply; there is no specific site being addressed by this Hazardous Waste Management Plan.

h. Has any part of the site been classified as a critical area by the city or county? If so, specify.

Does not apply; there is no specific site being addressed by this Hazardous Waste Management Plan.

i. Approximately how many people would reside or work in the completed project?

Does not apply; there is no specific site being addressed by this Hazardous Waste Management Plan.

j. Approximately how many people would the completed project displace?

Does not apply; there is no specific site being addressed by this Hazardous Waste Management Plan.

k. Proposed measures to avoid or reduce displacement impacts, if any:

Does not apply; there is no specific site being addressed by this Hazardous Waste Management Plan.

L. Proposed measures to ensure the proposal is compatible with existing and projected land uses and plans, if any:

Does not apply; there is no specific site being addressed by this Hazardous Waste Management Plan.

m. Proposed measures to reduce or control impacts to agricultural and forest lands of long-term commercial significance, if any:

Does not apply; there is no specific site being addressed by this Hazardous Waste Management Plan.

9. Housing [\[help\]](#)

a. Approximately how many units would be provided, if any? Indicate whether high, middle, or low-income housing.

Does not apply.

b. Approximately how many units, if any, would be eliminated? Indicate whether high, middle, or low-income housing.

Does not apply.

c. Proposed measures to reduce or control housing impacts, if any:

Does not apply.

10. Aesthetics [\[help\]](#)

a. What is the tallest height of any proposed structure(s), not including antennas; what is the principal exterior building material(s) proposed?

Does not apply.

b. What views in the immediate vicinity would be altered or obstructed?

Does not apply.

c. Proposed measures to reduce or control aesthetic impacts, if any:

Does not apply.

11. Light and Glare [\[help\]](#)

a. What type of light or glare will the proposal produce? What time of day would it mainly occur?

Does not apply; there is no specific site being addressed by this Hazardous Waste Management Plan.

b. Could light or glare from the finished project be a safety hazard or interfere with views?

Does not apply; there is no specific site being addressed by this Hazardous Waste Management Plan.

c. What existing off-site sources of light or glare may affect your proposal?

Does not apply; there is no specific site being addressed by this Hazardous Waste Management Plan.

d. Proposed measures to reduce or control light and glare impacts, if any:

Does not apply; there is no specific site being addressed by this Hazardous Waste Management Plan.

12. Recreation [\[help\]](#)

a. What designated and informal recreational opportunities are in the immediate vicinity?

Does not apply; there is no specific site being addressed by this Hazardous Waste Management Plan.

b. Would the proposed project displace any existing recreational uses? If so, describe.

Does not apply; there is no specific site being addressed by this Hazardous Waste Management Plan.

c. Proposed measures to reduce or control impacts on recreation, including recreation opportunities to be provided by the project or applicant, if any:

Does not apply; there is no specific site being addressed by this Hazardous Waste Management Plan.

13. Historic and Cultural Preservation [\[help\]](#)

a. Are there any buildings, structures, or sites, located on or near the site that are over 45 years old listed in or eligible for listing in national, state, or local preservation registers? If so, specifically describe.

Does not apply; there is no specific site being addressed by this Hazardous Waste Management Plan.

b. Are there any landmarks, features, or other evidence of Indian or historic use or occupation? This may include human burials or old cemeteries. Are there any material evidence, artifacts, or areas of cultural importance on or near the site? Please list any professional studies conducted at the site to identify such resources.

Does not apply; there is no specific site being addressed by this Hazardous Waste Management Plan.

c. Describe the methods used to assess the potential impacts to cultural and historic resources on or near the project site. Examples include consultation with tribes and the department of archeology and historic preservation, archaeological surveys, historic maps, GIS data, etc.

Does not apply; there is no specific site being addressed by this Hazardous Waste Management Plan.

d. Proposed measures to avoid, minimize, or compensate for loss, changes to, and disturbance to resources. Please include plans for the above and any permits that may be required.

Does not apply; there is no specific site being addressed by this Hazardous Waste Management Plan.

14. Transportation [\[help\]](#)

a. Identify public streets and highways serving the site or affected geographic area and describe proposed access to the existing street system. Show on site plans, if any.

Does not apply; there is no specific site being addressed by this Hazardous Waste Management Plan.

b. Is the site or affected geographic area currently served by public transit? If so, generally describe. If not, what is the approximate distance to the nearest transit stop?

Does not apply; there is no specific site being addressed by this Hazardous Waste Management Plan.

c. Will the proposal require any new or improvements to existing roads, streets, pedestrian, bicycle or state transportation facilities, not including driveways? If so, generally describe (indicate whether public or private).

Does not apply; there is no specific site being addressed by this Hazardous Waste Management Plan.

d. Will the project or proposal use (or occur in the immediate vicinity of) water, rail, or air transportation? If so, generally describe.

Does not apply; there is no specific site being addressed by this Hazardous Waste Management Plan.

e. How many vehicular trips per day would be generated by the completed project or proposal? If known, indicate when peak volumes would occur and what percentage of the volume would be trucks (such as commercial and nonpassenger vehicles). What data or transportation models were used to make these estimates?

Does not apply; there is no specific site being addressed by this Hazardous Waste Management Plan.

f. Will the proposal interfere with, affect or be affected by the movement of agricultural and forest products on roads or streets in the area? If so, generally describe.

Does not apply; there is no specific site being addressed by this Hazardous Waste Management Plan.

g. Proposed measures to reduce or control transportation impacts, if any:

Does not apply; there is no specific site being addressed by this Hazardous Waste Management Plan.

15. Public Services [\[help\]](#)

a. Would the project result in an increased need for public services (for example: fire protection, police protection, public transit, health care, schools, other)? If so, generally describe.

Does not apply.

b. Proposed measures to reduce or control direct impacts on public services, if any.

Does not apply; there is no specific site being addressed by this Hazardous Waste Management Plan.

16. Utilities [\[help\]](#)

a. Check utilities currently available at the site:

electricity natural gas water refuse service telephone sanitary sewer septic system

Other: Does not apply; there is no specific site being addressed by this Hazardous Waste Management Plan.

b. Describe the utilities that are proposed for the project, the utility providing the service, and the general

construction activities on the site or in the immediate vicinity which might be needed.

Does not apply; there is no specific site being addressed by this Hazardous Waste Management Plan.

C. Signature [\[HELP\]](#)

The above answers are true and complete to the best of my knowledge. I understand that the lead agency is relying on them to make its decision.

Signature: 

Name of signee: Kimberly Graham

Position and Agency/Organization: Hazardous Waste Specialist III, Environmental Health Division

Date Submitted: 4 / 30 / 2025

D. Supplemental sheet for nonproject actions [\[HELP\]](#)

(IT IS NOT NECESSARY to use this sheet for project actions)

Because these questions are very general, it may be helpful to read them in conjunction with the list of the elements of the environment.

When answering these questions, be aware of the extent the proposal, or the types of activities likely to result from the proposal, would affect the item at a greater intensity or at a faster rate than if the proposal were not implemented. Respond briefly and in general terms.

1. How would the proposal be likely to increase discharge to water; emissions to air; production, storage, or release of toxic or hazardous substances; or production of noise?

The Hazardous Waste Management Plan proposes programs and facilities for secure handling of toxic and hazardous substances. The Hazardous Waste Management Plan is expected to assist in decreasing impacts and discharges to water and air through facilities, education and outreach and enforcement actions. No substantial increases or decreases in noise levels are expected as a result of the Hazardous Waste Management Plan recommendations.

Proposed measures to avoid or reduce such increases are:

Does not apply.

2. How would the proposal be likely to affect plants, animals, fish, or marine life?

No significant impacts to plant, animal, fish, or marine life are expected.

Proposed measures to protect or conserve plants, animals, fish, or marine life are:

Proper management/disposal of HHW may have positive impacts on plant, animal, and marine health.

3. How would the proposal be likely to deplete energy or natural resources?

Does not apply.

Proposed measures to protect or conserve energy and natural resources are:

A small amount of energy and materials will be needed to implement the recommendations in the Hazardous Waste Management Plan, but this is expected to be more than offset by the energy and resources conserved as a result of increased hazardous waste prevention and recycling recommended by the Hazardous Waste Management Plan.

4. How would the proposal be likely to use or affect environmentally sensitive areas or areas designated (or eligible or under study) for governmental protection; such as parks, wilderness, wild and scenic rivers, threatened or endangered species habitat, historic or cultural sites, wetlands, floodplains, or prime farmlands?

No substantial impacts, either positive or negative, to environmentally sensitive or other protected areas are expected to result from the recommendations in the Hazardous Waste Management Plan.

Proposed measures to protect such resources or to avoid or reduce impacts are:

Does not apply.

5. How would the proposal be likely to affect land and shoreline use, including whether it would allow or encourage land or shoreline uses incompatible with existing plans?

No substantial impacts, either positive or negative, to land and shoreline use are expected to result from recommendations in this Hazardous Waste Management Plan.

Proposed measures to avoid or reduce shoreline and land use impacts are:

Does not apply.

6. How would the proposal be likely to increase demands on transportation or public services and utilities?

No substantial impacts, either positive or negative, to demand on transportation or public services and utilities are expected to result from recommendation in this Hazardous Waste Management Plan.

Proposed measures to reduce or respond to such demand(s) are:

None.

7. Identify, if possible, whether the proposal may conflict with local, state, or federal laws or requirements for the protection of the environment.

The Thurston County Hazardous Waste Management Plan was prepared in response to State requirements for proper management of hazardous waste. This Hazardous Waste Management Plan is intended to comply with all applicable local, state, and federal laws and requirements regarding protection of the environment.

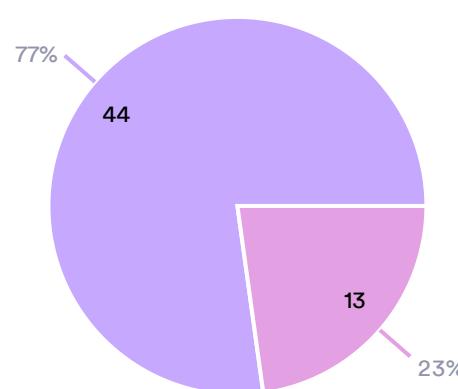
Appendix F. Detailed Survey Results

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Hazardous Waste Management Plan

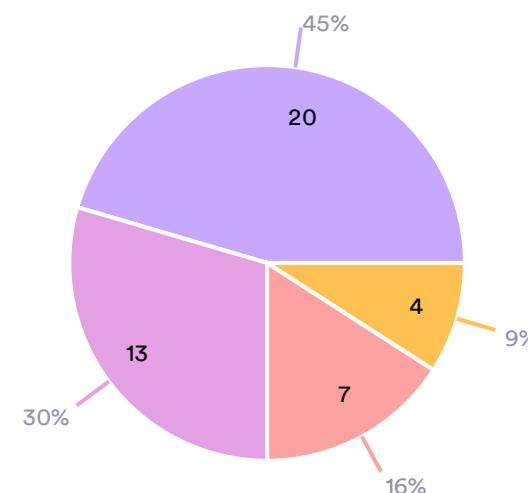
Hazardous Waste Management Plan

Are you aware that Thurston County has a HazoHouse that accepts household hazardous waste and small quantity business waste?



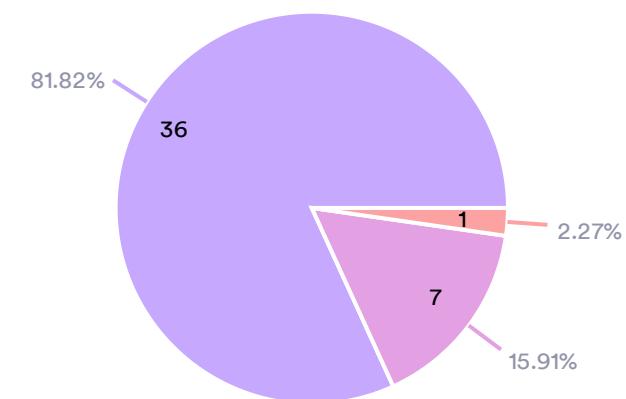
● Yes ● No

How often do you utilize the free drop-off services for household hazardous waste recycling and disposal offered by the HazoHouse?



● Few times a year ● Rarely ● Never
● I have used the HazoHouse once

Do you feel the fees charged to businesses at the HazoHouse are reasonable?



● Not applicable ● Yes ● No

Hazardous Waste Management Plan

How many miles do you travel to access the HazoHouse or the Waste and Recovery Center (WARC)?

Best Response

Less than 15 miles

44%

Percentage

55

Responses

If you do not travel to the facility: Why not?

Best Response

I am not aware of the facility

57%

Percentage

14

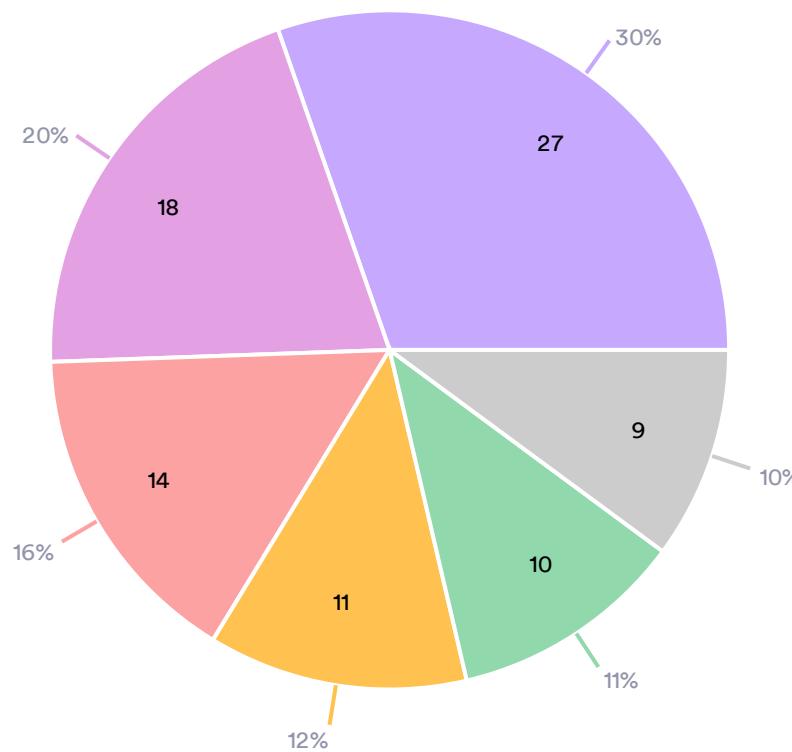
Responses

| Data | Response | % |
|---------------------------------|----------|-----|
| Less than 15 miles | 24 | 44% |
| I do not travel to the facility | 12 | 22% |
| Less than 5 miles | 11 | 20% |
| More than 15 miles | 8 | 15% |
| Less than a mile | 0 | 0% |

| Data | Response | % |
|--|----------|-----|
| I am not aware of the facility | 8 | 57% |
| I do not have a reason to visit the... | 4 | 29% |
| The facility is too far from my ho... | 1 | 7% |
| I used HazoHouse for years but st... | 1 | 7% |
| The facility is inconveniently loc... | 0 | 0% |
| I do not have a vehicle | 0 | 0% |

Hazardous Waste Management Plan

What materials have you taken to the HazoHouse? (Select all that apply)



● Paints/solvents/stains ● Automotive ● Fluorescent lights ● Household cleaners
● Pesticides/herbicides ● Other entries

How convenient is household hazardous waste recycling and disposal for you on a scale from 1–5? (1 indicates "very inconvenient" and 5 indicates "very convenient")

Best Response

3

41%

Percentage

49

Responses

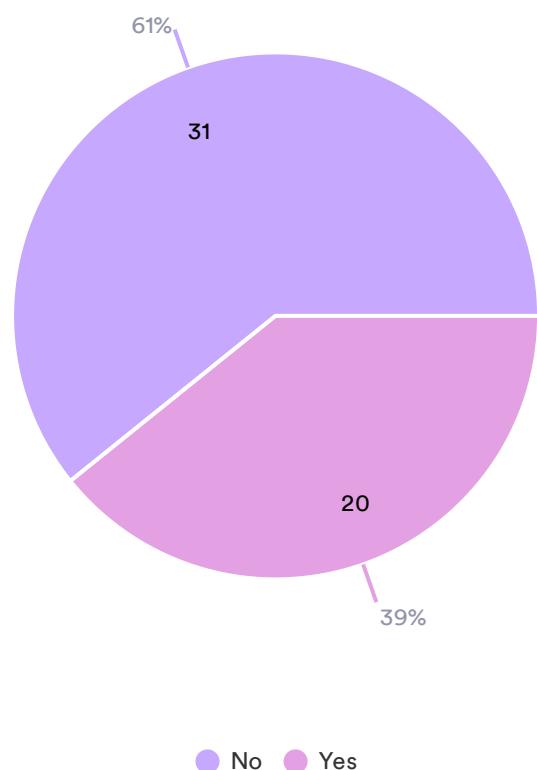
| Data | Response | % |
|------|----------|-----|
| 3 | 20 | 41% |
| 4 | 13 | 27% |
| 5 | 12 | 24% |
| 1 | 2 | 4% |
| 2 | 2 | 4% |

Why do you find it inconvenient?

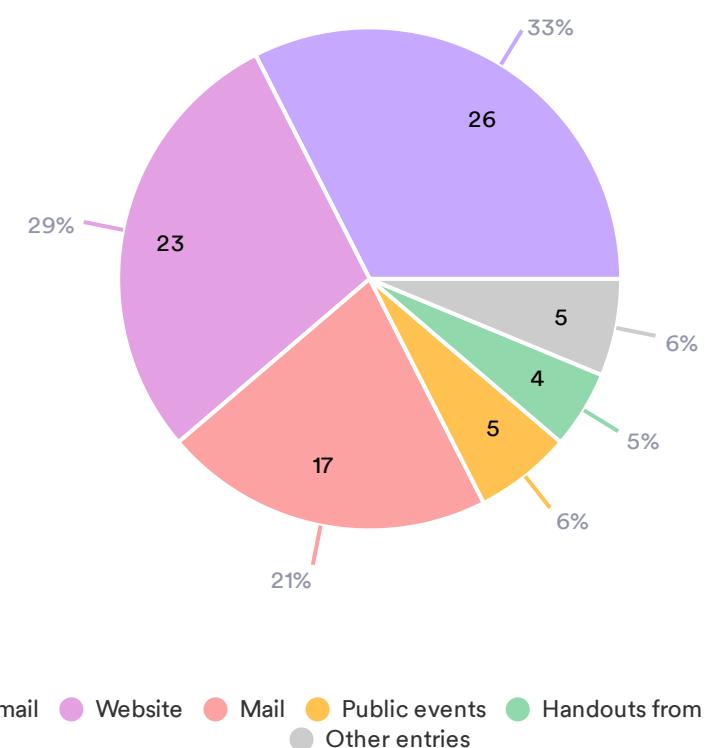
| Data | Responses |
|---|-----------|
| Travel. Takes time and I don't know how to sort my stuff out | 1 |
| Not close to residence | 1 |
| There's only one place to drop and it's a 30 minute drive from Olympia. | 1 |

Hazardous Waste Management Plan

Have you ever used the County website to determine the best method for disposal/recycling of hazardous materials?

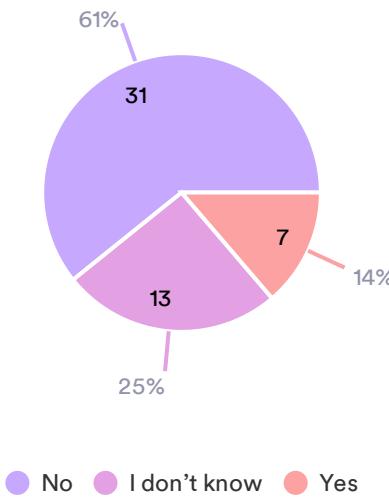


How would you prefer to receive educational materials about the HazoHouse facility and other programs?

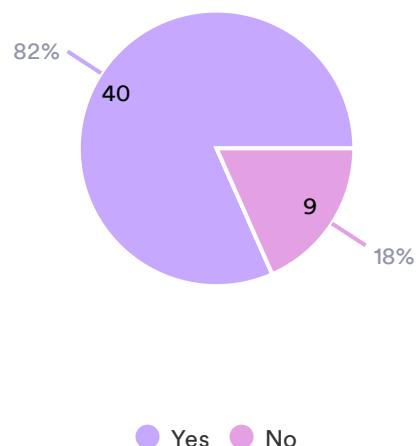


Hazardous Waste Management Plan

Have you ever utilized a hazardous waste reuse program?



Would you use a reuse program if implemented at the HazoHouse?

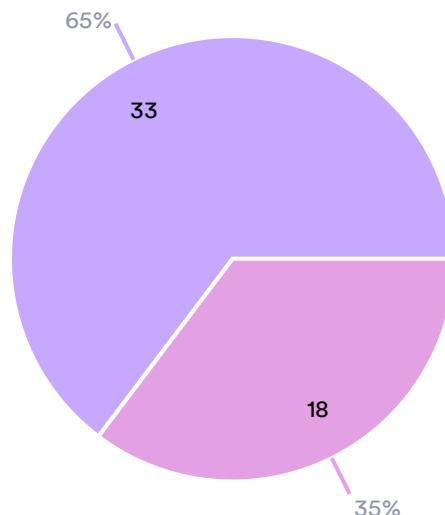


Where did you utilize a hazardous waste reuse program?

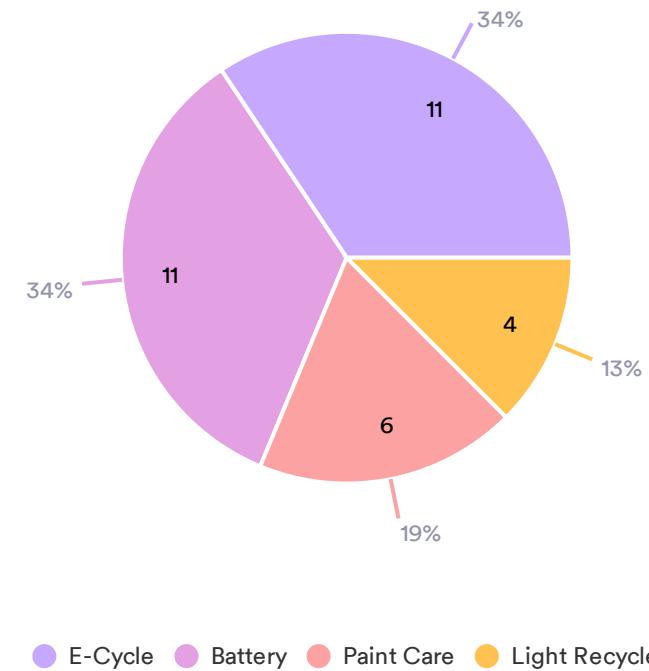
| Data | Responses |
|---|-----------|
| Paint | 1 |
| Pierce Co | 1 |
| Seattle - Building Management coordinated with office staff | 1 |
| Illinois, Virginia | 1 |
| HazoHouse | 1 |
| Seattle | 1 |
| fertilizer | 1 |

Hazardous Waste Management Plan

Have you ever participated in specific take-back programs for electronics (E-Cycle), paint (Paint Care), battery, and/or mercury lights (Light Recycle)?



Which program(s) have you participated in?



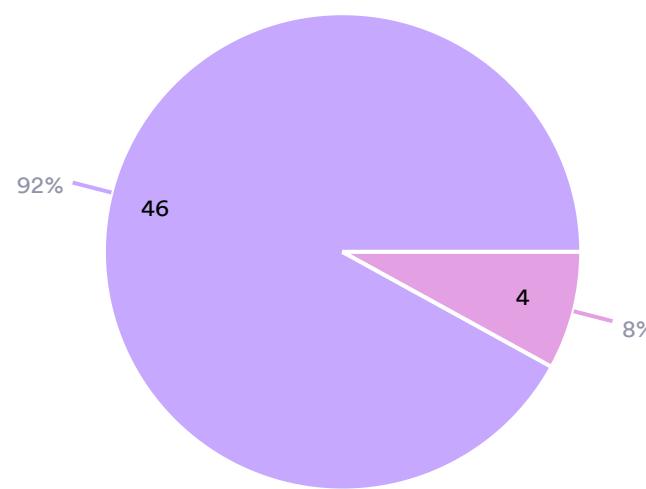
| Data | Response | % |
|------|----------|-----|
| No | 33 | 65% |
| Yes | 18 | 35% |

Which program(s) have you participated in?

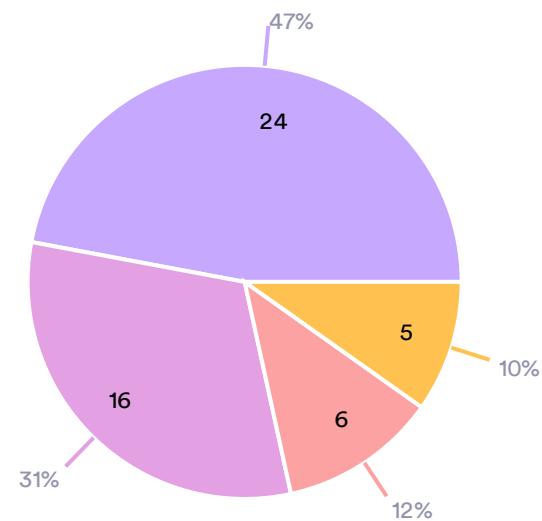
| Data | Responses |
|--|-----------|
| Mercury lights | 1 |
| E-Cycle, I believe. It was in Seattle. | 1 |

Hazardous Waste Management Plan

Are you aware that the County has a Business Pollution Prevention Program?



Does your place of work have a clear protocol in place for managing hazardous products (for example, exposure, safe handling, or spills)?

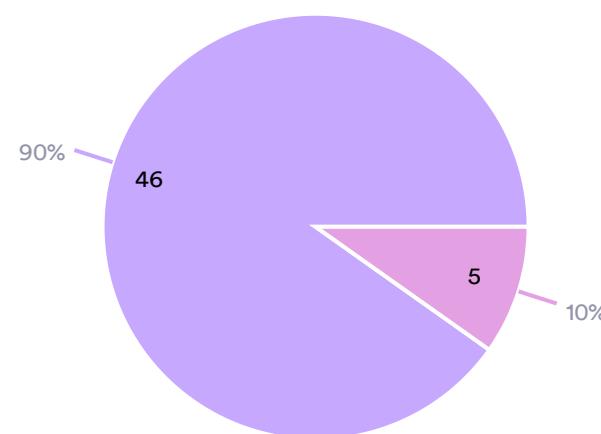


| Data | Response | % |
|------|----------|-----|
| No | 46 | 92% |
| Yes | 4 | 8% |

| Data | Response | % |
|----------------|----------|-----|
| Not applicable | 24 | 47% |
| Yes | 16 | 31% |
| Unsure | 6 | 12% |
| No | 5 | 10% |

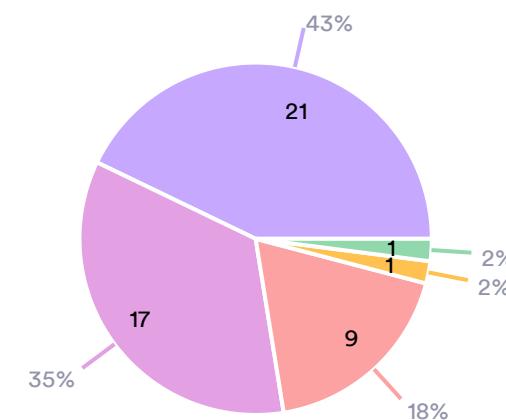
Hazardous Waste Management Plan

Do you read warning labels on household hazardous products?



| Data | Response | % |
|------|----------|-----|
| Yes | 46 | 90% |
| No | 5 | 10% |

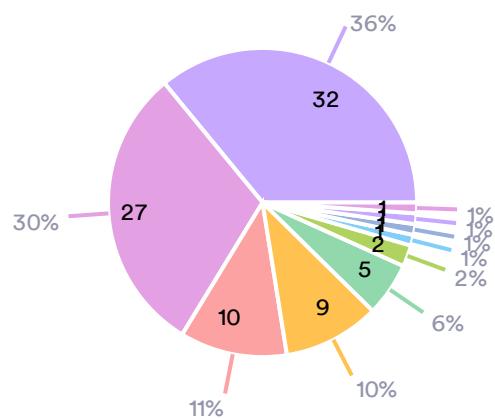
What is your primary motivation for selecting cleaning and other household products?



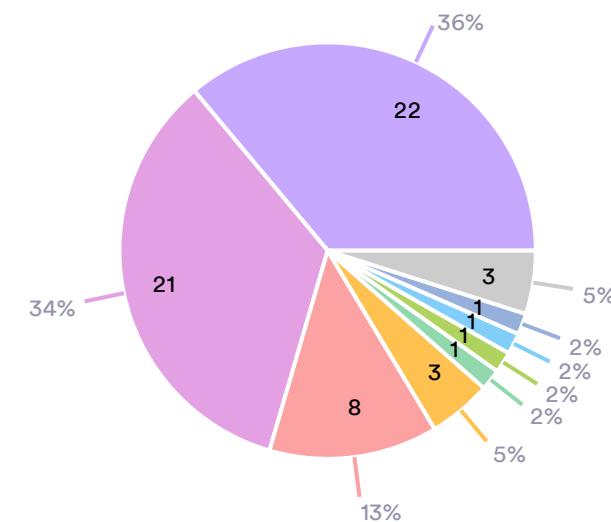
| Data | Response | % |
|-------------------------------------|----------|-----|
| Effectiveness | 21 | 43% |
| Less toxic ingredients | 17 | 35% |
| Cost | 9 | 18% |
| Smell | 1 | 2% |
| Convenient. if I see the skull a... | 1 | 2% |
| Brand loyalty | 0 | 0% |

Hazardous Waste Management Plan

Where do you store household hazardous products?



How do you manage unwanted, unused chemicals?



| Data | Response | % |
|------------------------------------|----------|-----|
| In the garage | 32 | 36% |
| Under the sink | 27 | 30% |
| A garden shed | 10 | 11% |
| In an unlocked cabinet | 9 | 10% |
| In a locked cabinet | 5 | 6% |
| In a secondary container | 2 | 2% |
| Bathroom | 1 | 1% |
| Shop, barn | 1 | 1% |
| Basement | 1 | 1% |
| On a high shelf in the laundry ... | 1 | 1% |
| Attic | 0 | 0% |

| Data | Response | % |
|--------------------------------|----------|-----|
| Take them to HazoHouse | 22 | 36% |
| Keep them stored | 21 | 34% |
| Throw them in the garbage | 8 | 13% |
| Throw them in the recycling | 3 | 5% |
| Take to a recycling center | 1 | 2% |
| Pour em in to the gravel | 1 | 2% |
| Doesn't have unwanted produ... | 1 | 2% |
| Garbage dump (lemay) | 1 | 2% |
| Other entries | 3 | 5% |

What can the County do to improve household hazardous waste disposal and recycling service?

| Data | Responses |
|--|-----------|
| We need Styrofoam recycling! | 1 |
| Make information more accessible | 1 |
| Increase awareness | 1 |
| My girlfriend used to take care of that | 1 |
| Have other remote drop off areas in the county. The hawks prairie location isn't convenient for all and the traffic in that area is awful. It prevents me from going there more often. | 1 |
| County is doing a good job | 1 |
| ??? | 1 |
| Increase information exposure of what services are available and what products can be taken to the hazohouse and/or recycled. | 1 |
| Other entries | 12 |

Hazardous Waste Management Plan

What is your zip code?

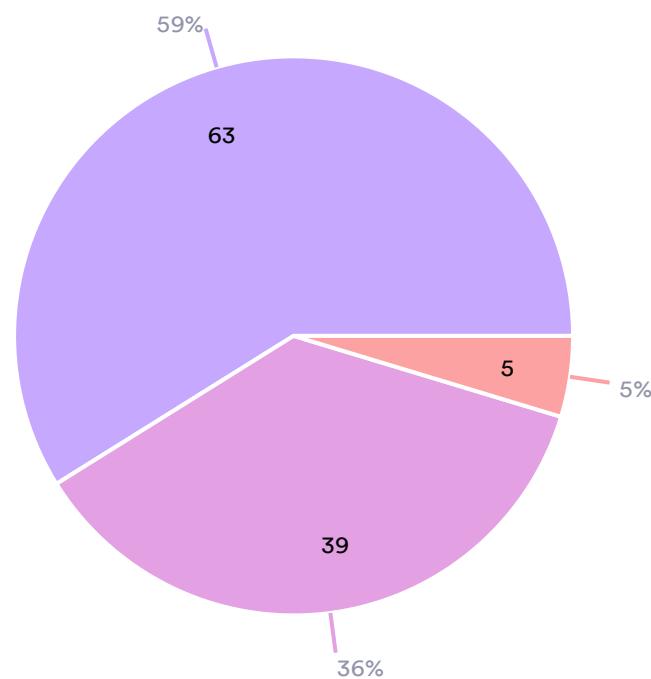
| Data | Responses |
|---------------|-----------|
| 98506 | 11 |
| 98503 | 8 |
| 98501 | 7 |
| 98502 | 5 |
| 98589 | 4 |
| 98513 | 4 |
| 98516 | 2 |
| 98512 | 2 |
| Other entries | 5 |

What is your city of residence?

| Data | Responses |
|---------------|-----------|
| Olympia | 24 |
| Lacey | 10 |
| Tenino | 4 |
| Thurston co | 1 |
| Roy | 1 |
| Edgewood | 1 |
| olympia | 1 |
| Seattle | 1 |
| Other entries | 4 |

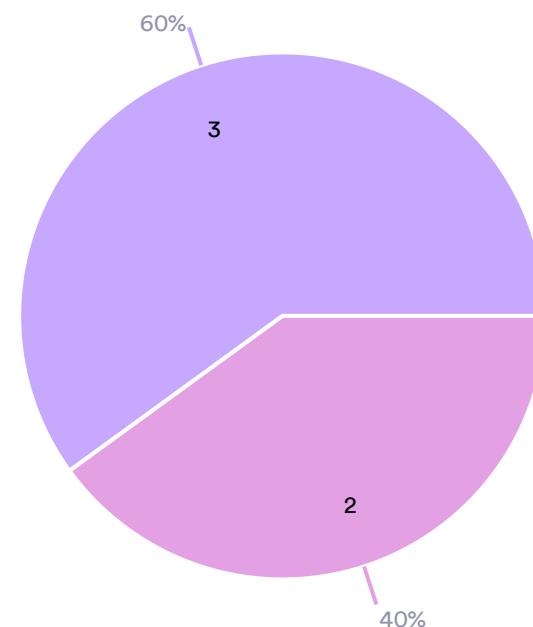
On-Site Hazardous Waste Management Plan

Are you here on behalf of a household or a business?



● Household ● N/A – I'm not at HazoHouse ● Business

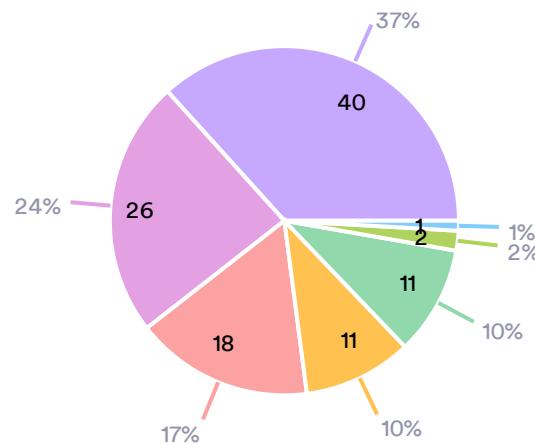
Do you feel the fees charged to businesses at the HazoHouse are reasonable?



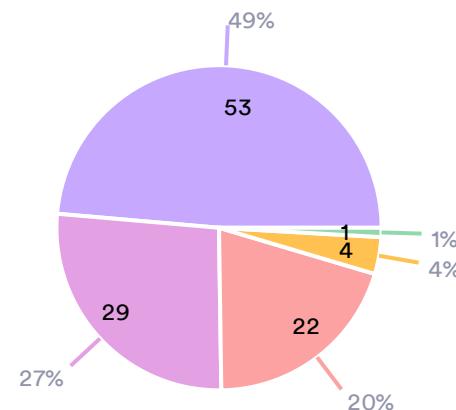
● Yes ● Not applicable

Site Hazardous Waste Management Plan

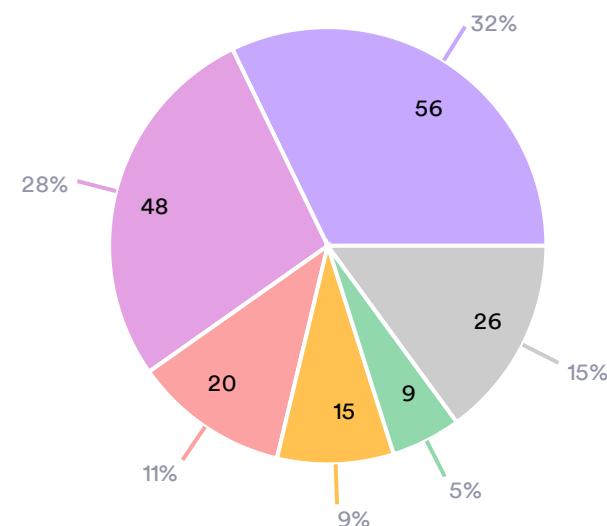
How often do you utilize the HazoHouse?



How many miles do you travel to access the HazoHouse or the Waste and Recovery Center (WARC)?



What materials have you taken to the HazoHouse?
(Select all that apply)



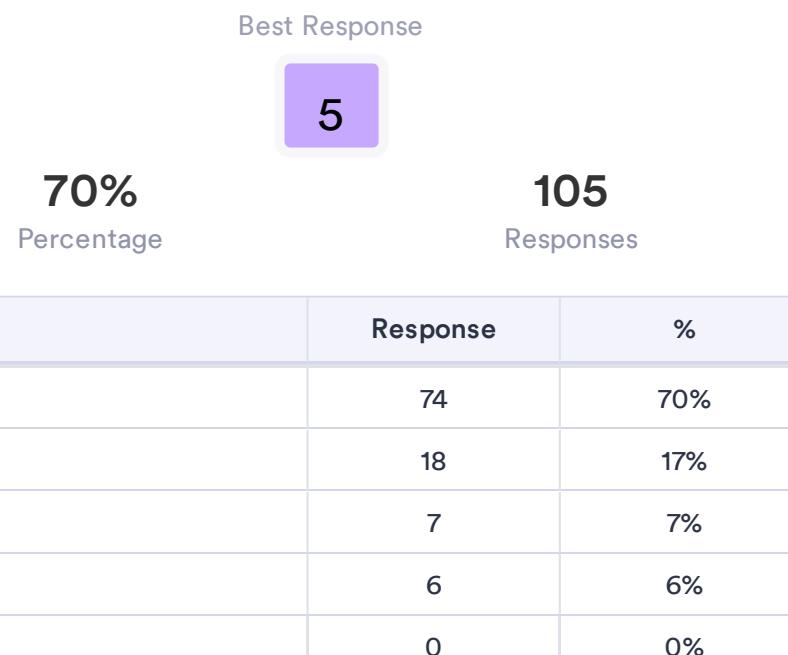
| Data | Response | % |
|--------------------|----------|-----|
| Few times a year | 40 | 37% |
| Rarely | 26 | 24% |
| One time | 18 | 17% |
| Once a month | 11 | 10% |
| Never | 11 | 10% |
| Once a week | 2 | 2% |
| Never heard of ... | 1 | 1% |

| Data | Response | % |
|--------------------|----------|-----|
| Less than 15 miles | 53 | 49% |
| Less than 5 miles | 29 | 27% |
| More than 15 miles | 22 | 20% |
| Less than a mile | 4 | 4% |
| Not applicable | 1 | 1% |

| Data | Response | % |
|------------------------------|----------|-----|
| Paints/solvents/stains | 56 | 32% |
| Automotive | 48 | 28% |
| Household cleaners | 20 | 11% |
| Fluorescent lights | 15 | 9% |
| Fluorescent lights/propan... | 9 | 5% |
| Other entries | 26 | 15% |

Site Hazardous Waste Management Plan

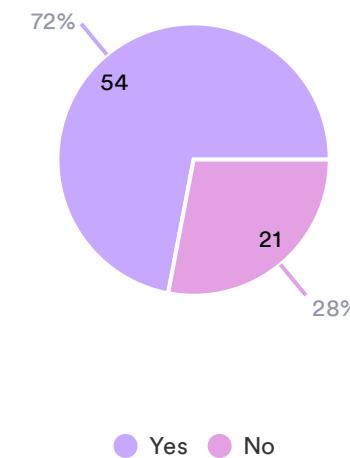
How convenient is household hazardous waste recycling and disposal for you on a scale from 1–5? (1 indicates "very inconvenient" and 5 indicates "very convenient")



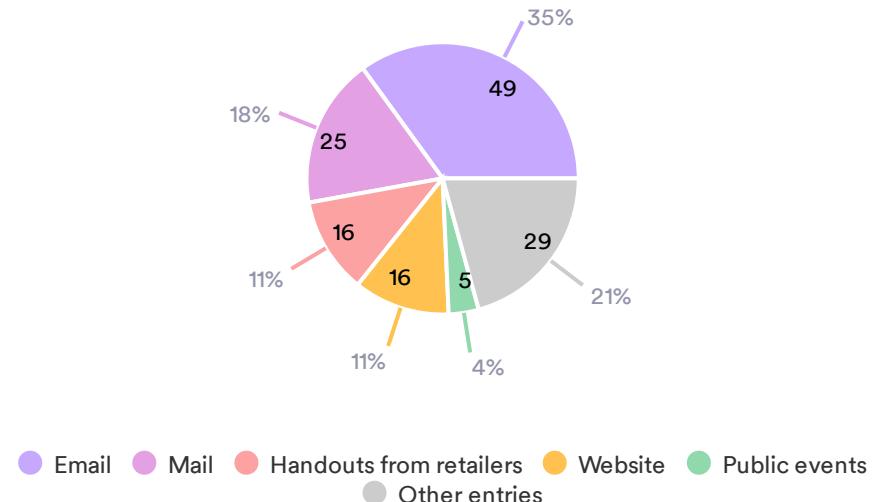
Why do you find it inconvenient?

| Data | Responses |
|--|-----------|
| The limits on used oil make them make more trips | 1 |
| Limits are too small Friendly ppl | 1 |
| Need one closer | 1 |
| A ten | 1 |

Have you ever used the County website to determine the best method for disposal/recycling of hazardous materials?

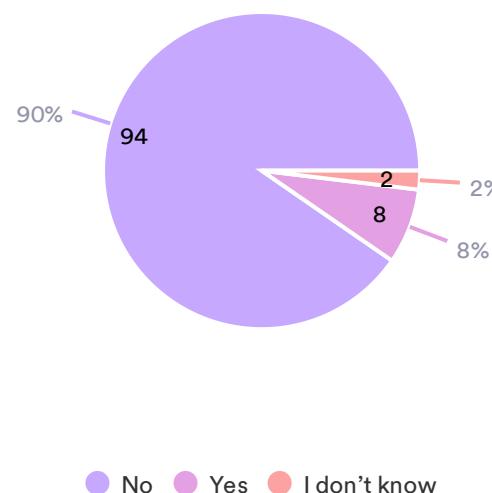


How would you prefer to receive educational materials about the HazoHouse facility and other programs?

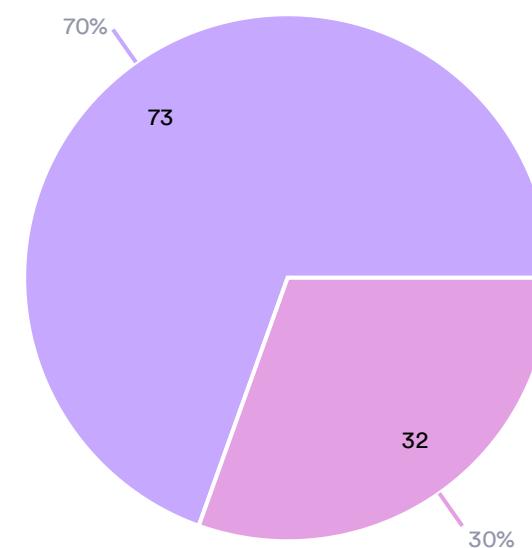


Site Hazardous Waste Management Plan

Have you ever utilized a hazardous waste reuse program?



Would you use a reuse program if implemented at the HazoHouse?

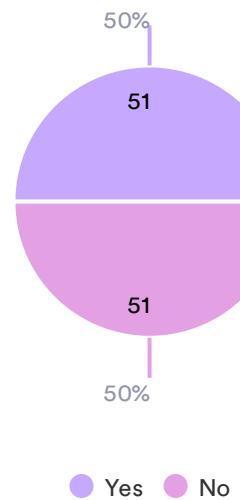


Where did you utilize a hazardous waste reuse program?

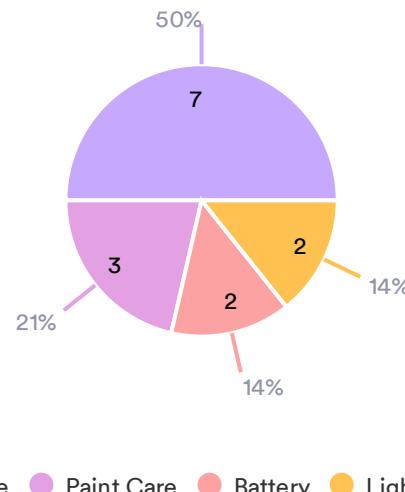
| Data | Responses |
|----------------|-----------|
| Here | 3 |
| At work | 1 |
| HazoHouse | 1 |
| Auto store | 1 |
| Whatcom county | 1 |

Site Hazardous Waste Management Plan

Have you ever participated in specific take-back programs for electronics (E-Cycle), paint (Paint Care), battery, and/or mercury lights (Light Recycle)?



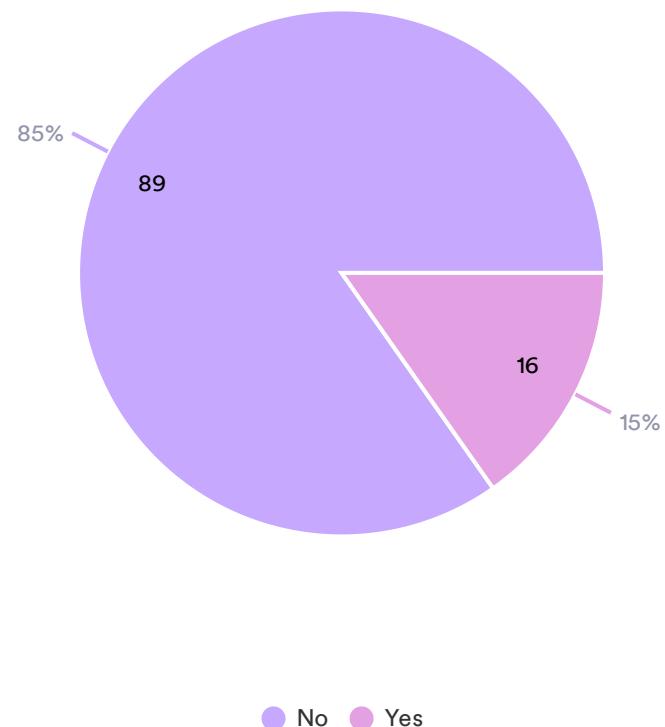
Which program(s) have you participated in?



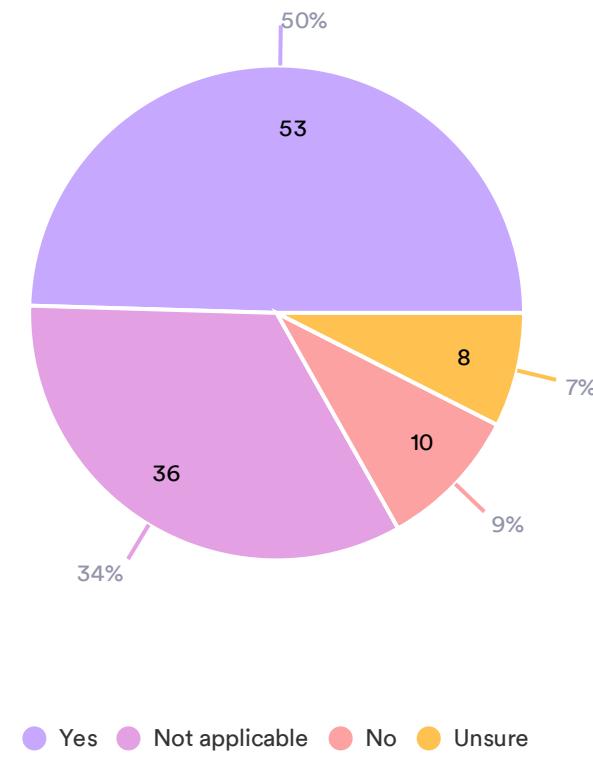
Which program(s) have you participated in?

| Data | Responses |
|----------------------------------|-----------|
| E cycle | 8 |
| Electronics | 8 |
| Paint | 3 |
| All of the above | 2 |
| Battery | 2 |
| Ecycle | 2 |
| E cycle - best buy | 1 |
| Electronics - goodwill | 1 |
| Yes, battery and e cycle | 1 |
| Batteries and electronics | 1 |
| Curbside seattle | 1 |
| E cycle when it was at hazohouse | 1 |
| All of the sbove | 1 |
| Other entries | 8 |

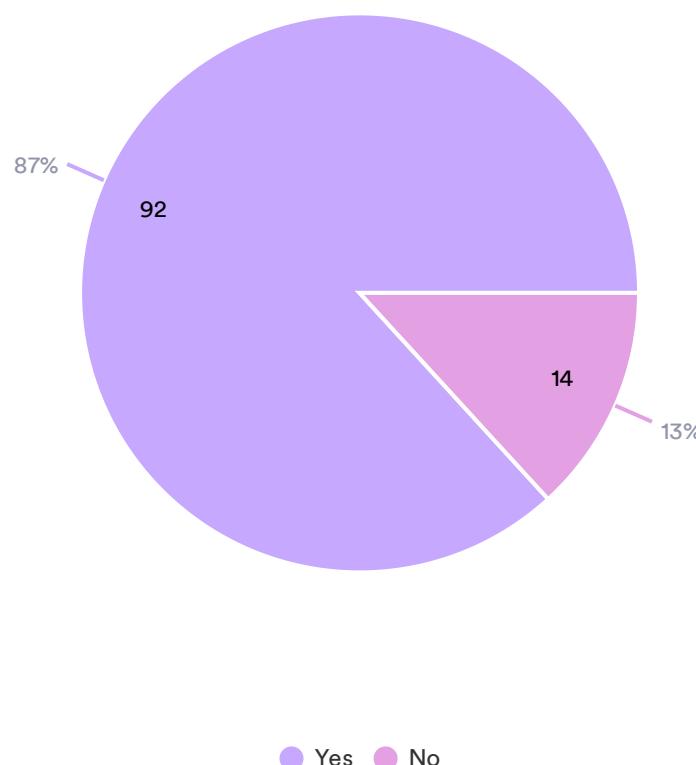
Are you aware that the County has a Business Pollution Prevention Program?



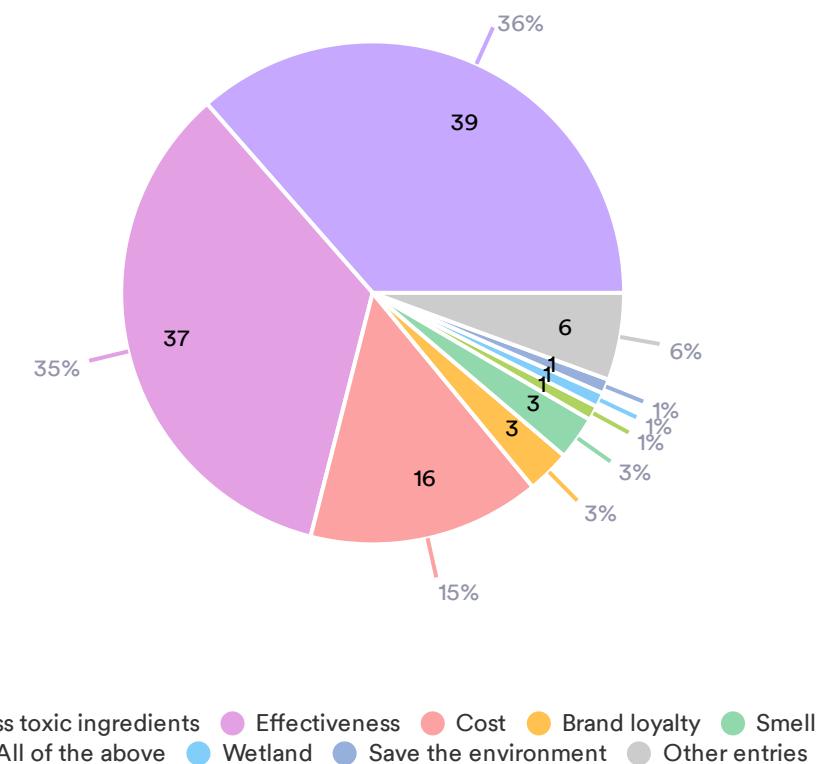
Does your place of work have a clear protocol in place for managing hazardous products (for example, exposure, safe handling, or spills)?



Do you read warning labels on household hazardous products?

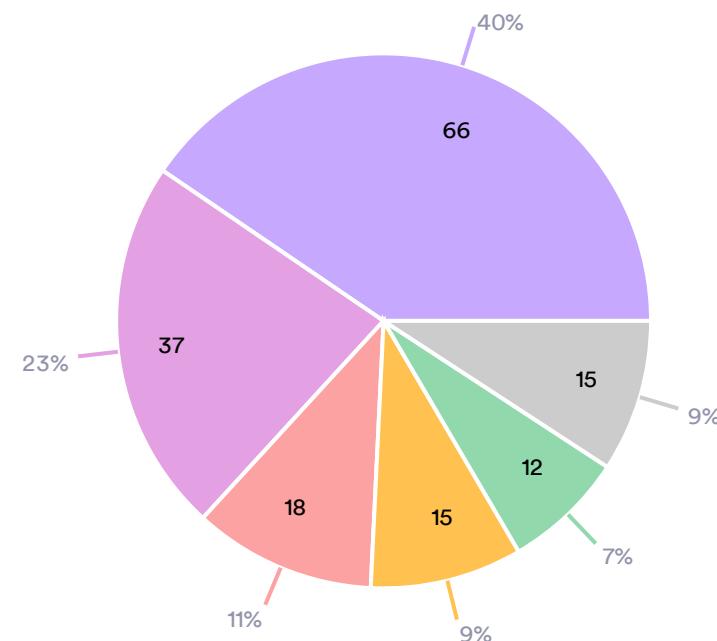


What is your primary motivation for selecting cleaning and other household products?



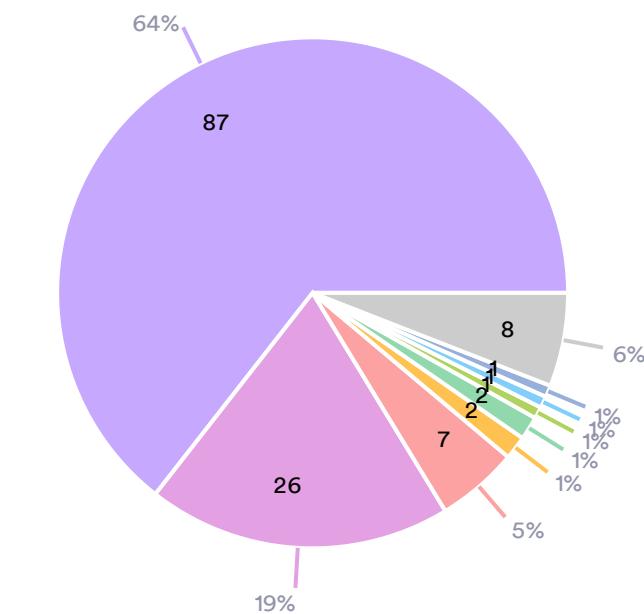
Site Hazardous Waste Management Plan

Where do you store household hazardous products?



- In the garage
- Under the sink
- In an unlocked cabinet
- In a locked cabinet
- A garden shed
- Other entries

How do you manage unwanted, unused chemicals?



- Take them to HazoHouse
- Keep them stored
- Throw them in the garbage
- Use it up
- Use them up
- Use up
- Batteries to oreilly
- Call and figure out where to go
- Other entries

Site Hazardous Waste Management Plan

What can the County do to improve household hazardous waste disposal and recycling service?

| Data | Respon... |
|--|-----------|
| Curbside | 3 |
| More locations | 2 |
| None | 2 |
| No limits! Make it more available through the tc. More recycling locations. Make sure more people know about it. | 1 |
| Easier to recycle. No limits on used oil. Make more things safe | 1 |
| No limits | 1 |
| More info | 1 |
| Make sure everyone knows about it | 1 |
| Website is confusing. Make it clear where to take certain things. | 1 |
| Education | 1 |
| Make it bigger | 1 |
| Keep this free and accept more things | 1 |

Continued

| Data | Responses |
|--|-----------|
| Accept business waste for free | 1 |
| Have more locations | 1 |
| Advertise | 1 |
| Quarterly pickups at the house | 1 |
| Nope | 1 |
| Nope they are great | 1 |
| Pickup | 1 |
| Be open later and after work. | 1 |
| Once a month in the neighborhood and canvas for folks who can't get out. Mobile. | 1 |
| Styrofoam | 1 |
| Pick it up | 1 |
| Pickup at households | 1 |
| No | 1 |

Continued

| Data | Responses |
|--|-----------|
| Other entries | 17 |
| Could pick it up | 1 |
| Have acceptance for more items - latex paint | 1 |
| Figure out styrofoam | 1 |
| Accept everything and more locations | 1 |
| Instate styrofoam recycling | 1 |
| Need shredding | 1 |
| Good job | 1 |
| Information | 1 |
| Household pick up | 1 |
| Education public knowledge - get folks on the mode | 1 |
| No limits on materials | 1 |
| Pretty awesome | 1 |

Site Hazardous Waste Management Plan

What is your city of residence or business location?

| Data | Responses |
|-----------------|-----------|
| Lacey | 38 |
| Olympia | 37 |
| Tumwater | 8 |
| Oly | 3 |
| Thurston county | 3 |
| Yelm | 3 |
| Rainier | 2 |
| Rochester | 1 |
| Other entries | 12 |

What is your zip code?

| Data | Responses |
|---------------|-----------|
| 98516 | 21 |
| 98502 | 15 |
| 98503 | 14 |
| 98513 | 14 |
| 98512 | 8 |
| 98506 | 6 |
| 98501 | 5 |
| 98597 | 3 |
| Other entries | 14 |

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Appendix G. Agency Comments & County Responses

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DRAFT THURSTON COUNTY HAZARDOUS WASTE MANAGEMENT PLAN (Plan) 2024

Christina Kullberg – SWRO Regional Planner – 360-999-3769 –
Christina.Kulberg@ecy.wa.gov

This review is grouped into four sections

Section A – Required revisions to meet the minimum requirements for Plan approval.

Section B – Recommended revisions to expand on or update information in the Plan and improve consistency with local Plans statewide.

Section C – Minor edits to correct typos and improve clarity and readability.

Section D – What to include in your final submittal packet.

| Section A: Revisions required for Plan approval | | | |
|--|---------------------|----------------|---|
| Comment Number | Plan section | Comment | Thurston County Response <i>Include section & page #s if applicable</i> |
| | | | |

| | | | |
|----|-------------------------------|--|---|
| 1A | Wherever relevant in the Plan | <p>Used Oil Element - RCW 70A.224.020 & RCW 70A.300.360</p> <p>A Used Oil Recycling element is required by both RCW 70A.224.020 and RCW 70A.300.360. Please update the Plan with clear discussion on how used oil is managed within the county. The plan mentions the requirements of RCW 70A.224 Used Oil Recycling, but the requirements of this statute is not clearly addressed:</p> <ul style="list-style-type: none"> • A plan to reach the local goals for household used oil recycling established by the local government - RCW 70A.224.020(1)(a). • A plan for enforcing the sign and container ordinances required by RCW 70A.224.040 - RCW 70A.224.020(1)(b). <ul style="list-style-type: none"> ○ Detail local ordinances enacted to regulate used oil signage and container requirements and describe a plan for enforcing the sign ordinance (and container ordinance, if applicable). • A plan for public education on used oil recycling - RCW 70A.224.020(1)(c). <ul style="list-style-type: none"> ○ This may include informational pamphlets, public workshops, mailing campaigns, curbside hang tags, informative webpages, or other outreach efforts. • An estimate of funding needed to implement the requirements of this chapter - RCW 70A.224.020(1)(e) (See comment 4A). <ul style="list-style-type: none"> ○ This estimate shall include a budget reserve for disposal of contaminated oil detected at any public used oil collection site administered by the local government. <p>Refer to the Thurston County HWMP 2014, page I-24 for a good starting point for some of the bulleted items above as well as other sections of the Plan.</p> | Concur with comment. Additional information and language added in Sections 1.6, 4.4.2, 4.4.4, 5.3.1, and 5.3.2. |
|----|-------------------------------|--|---|

| | | | |
|----|--|---|--|
| 2A | 4.3.1 Hazardous Waste Inventory | <p>Hazardous Waste Inventory</p> <p>Generators of Hazardous Waste - RCW 70A.300.350(1)(c)</p> <p>Update this section to break out the number of generators by generator category. For example, X small quantity generators, X medium quantity generators, and X large quantity generators.</p> <p>Since Small Quantity Generators (SQGs) are not required to register with the State of Washington, it is important to note that not all SQGs found in your jurisdiction will be listed in this inventory. It is recommended that you note this in this section, and point to 4.3.2 as a better estimate for SQGs.</p> <p>Hazardous Waste Services (Transporters and Facilities) - RCW 70A.300.350(1)(c)</p> <p>Update the Hazardous Waste Services (Transporters and Facilities) section to separate the inventory of transporters and facilities managing hazardous waste (also see comment 8B). Per Ecology's records, Thurston County has no facilities managing hazardous waste. Also provide a link to Ecology's Hazardous waste service providers webpage. This list is not exhaustive. Suggested language and section formatting would be:</p> <p>Facilities Managing Hazardous Waste</p> <p>Ecology records show there are no State regulated Treatment, Storage, and Disposal facilities managing hazardous waste in Thurston County. There are multiple private facilities that operate in the State of Washington. Ecology provided a list of these facilities on their Hazardous waste service providers webpage. This list is not exhaustive.</p> | Concur with comment. Changes made to Section 4.3.1. |
| 4A | 5.3.2 Thurston County Department of Public Works – Solid Waste Division | <p>Financing of the program</p> <p>Include the following required financing elements for plan approval:</p> <ul style="list-style-type: none"> • All MRW program expenses, including education and outreach, and annual disposal costs - Required by Guidelines <ul style="list-style-type: none"> ○ Recommended way to fulfill the requirement: Expand table 5-1 to cover all MRW program expenses, not just HazoHouse, and clarify exactly what is covered in the table. Explain items in more detail such as professional services, interfund services and funds transferred out to environmental health. Do these occur annually? This could be done by breaking the items out further in Table 5-1 and labeling with the purpose of the funds and/or including discussion within the text. • Percentage of tipping fees to fund programs - Required by Guidelines <ul style="list-style-type: none"> ○ As an example, refer to the Thurston County HWMP 2014, pages D-2 through D-5. | Concur with comment. Changes made to Section 5.3.2. |

| | | | |
|----|-------------------------------|---|---|
| | | <ul style="list-style-type: none"> • An estimate of funding needed to implement the requirements of the used oil chapter - RCW 70A.224.020(1)(e). (See comment 1A). <ul style="list-style-type: none"> ○ This estimate shall include a budget reserve for disposal of contaminated oil detected at any public used oil collection site administered by the local government. | |
| 5A | Appendix E. SEPA Checklist | <p>SEPA Documents</p> <p>Include the final SEPA documents when submitting the final Plan:</p> <ul style="list-style-type: none"> • Checklist • Determination of non-significance | Comment acknowledged. SEPA documents included in Appendix E. |

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| Section B: Recommended revisions | | | Thurston County Response <i>Include section & page #'s if applicable</i> |
|----------------------------------|---|--|---|
| Comment Number | Plan section | Comment | |
| 1B | Wherever relevant within the Plan, or 4.4.2 Collection Programs | <p>Motor oil - Chapters 70A.224 and 43.21A RCW: Used oil and PCB BMPs (best management practices)</p> <p>The Plan mentions what collection sites manage used oil but does not mention best management practices within those processes. Update Plan to incorporate best management practices language for used oil. This can be found through Ecology's Public Used Oil Collection - Focus on Reducing PCB Contamination.</p> | Concur with comment. Language added to note that the County utilizes the BMP's listed in the Ecology's focus sheet. Focus sheet link added. |
| 2B | 1.6 Required HWMP Element | <p>Local Solid Waste Financial Assistance (LSWFA) program and Hazardous Waste Management Plan (HWMP) reference</p> <p>This reference is technically true, though for HWMPs, there is technically no timeline to have a HWMP updated besides "from time to time" per RCW 70A.300.350(6).</p> <p>Required HWMP Element</p> <p>Add "Used Oil Education and Collection" or "Used Oil Element" (see comment 1A).</p> | Concur with comment. Added a bullet to note the required Used Oil Elements and associated regulatory statutes. |
| 3B | 4.2.1 Definitions | <p>Extremely Hazardous Waste Accumulation Limit for SQGs</p> <p>The Plan states 22 lbs., but it is 2.2 lbs., which is the same as the monthly quantity exclusion limit.</p> <p>Hazardous Household Substance List and SQGs</p> <p>The Hazardous Household Substance list is not exhaustive but is meant as a starting point for local governments to identify household products which may pose public health or environmental risks in the planning area. Items listed have at least one hazardous property such as flammable, toxic, corrosive, or reactive. The way this section addresses small quantity generator (SQG) waste insinuates that waste from an SQG is only considered MRW if it is something on the hazardous household substances list. SQGs are required to designate their waste (the legal process to determine if it is dangerous waste). If through the designation process, they determine it is dangerous waste, then it would also be MRW (regardless of whether it is included on the household hazardous substances list). Update this definition section for SQGs with the following</p> | Concur with comment. Language modified as requested. |

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|-----------|------------------------------------|--|---|
| | | <p>suggested language:</p> <p>Small Quantity Generators</p> <p>Many businesses and institutions produce small quantities of dangerous wastes. To be a Small Quantity Generator, a business or institution produces dangerous waste at rates of less than 220 pounds per month or per batch (or 2.2 pounds per month of extremely hazardous waste) and accumulate less than 2,200 pounds of hazardous waste (or 2.2 pounds of extremely hazardous waste) on site. Extremely hazardous wastes include certain pesticides and other poisons that are more toxic and pose greater risks than other MRW. Businesses and institutions that meet these conditions are SQGs and are subject to fewer state and federal regulations. However, they still must follow the Dangerous Waste Regulations, for example they are still required to:</p> <ul style="list-style-type: none"> • Designate waste promptly at the point of generation • Count dangerous waste and determine generator category. • Manage dangerous waste safely. • Ensure dangerous waste delivery to an approved facility. • Submit an annual report and notifying of treatment activities (if assigned an active EPA/State ID Number). | |
| 4B | 4.2.1 Definitions | <p>Household Hazardous Waste List</p> <p>Update the table with Ecology's most recent version of the Household Hazardous Waste List. Adding some clarifying language around the household hazardous waste list such as:</p> <p>“The Hazardous Household Substance list is not exhaustive but is meant as a starting point for local governments to identify household products which may pose public health or environmental risks in the planning area. Items listed have at least one hazardous property such as flammable, toxic, corrosive, reactive, or radioactive.”</p> | Concur with comment. Table updated to most recent version of the Household Hazardous Waste List. Clarifying language added. |
| 5B | 4.3 Moderate-Risk Waste Generation | <p>RCW 70A.300(1)(a) reference</p> <p>Update this reference to RCW 70A.300.350(1)(a). It was recodified in 2020.</p> | Concur with comment. Change made to Plan. |
| 6B | 4.3.1 Hazardous Waste Inventory | <p>Zone Designations RCW reference</p> <p>Update this reference to RCW 70A.300.370. It was recodified in 2020.</p> | Concur with comment. Change made to Plan. |

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| 7B | 4.3.1 Hazardous Waste Inventory | <p>Hazardous Waste Inventory</p> <p>Generators of Hazardous Waste - RCW 70A.300.350(1)(c)</p> <p>Include a link to the ECY Hazardous Waste Facilities Search Tool. This is a tool that can provide further information on generators within the county and the waste they produce.</p> <p>Hazardous Waste Services (Transporters and Facilities) - RCW 70A.300.350(1)(c)</p> <p>Update the Hazardous Waste Services (Transporters and Facilities) section to separate the inventory of transporters and facilities managing hazardous waste. The transporter section could discuss what transporters the county uses and include a link to Ecology's Ecology's Waste service providers webpage. See suggested language and formatting below:</p> <p>Transporter(s)</p> <p>Multiple private companies in and out of the state provide transportation and disposal services for a wide range of materials. A current list of these companies can be found on Ecology's Waste service providers webpage. This list is not exhaustive, and an online search could find other hazardous waste service providers. Thurston County contracts with the following transporters for MRW collection: Transporter 1, and Transporter 2.</p> | Concur with comment. Change made to Plan. |
| 8B | 4.4.5 Business Pollution Prevention | <p>Business Pollution Prevention</p> <p>The Plan states that, "Thurston County provides pollution prevention assistance", specify somewhere within this section that the Health Department (or whoever relevant) performs this work.</p> | Concur with comment. Change made to Plan. |
| 9B | 4.4.6 Compliance and Enforcement | <p>Compliance and Enforcement</p> <p>To understand compliance and enforcement, please explain in more detail what compliance issues, such as complaints and other problems the Health Department responds to. What work does LSWFA fund within the Health Department?</p> | Comment acknowledged. Added information to Section 4.4.6 directing the reader to additional information located in Section 5.3.1. |
| | 5.3.2 Thurston County Department of Public Works – Solid Waste Division | <p>Financing the Program</p> <p>The Plan states in 5.3.2, "The difference between revenues and expenditures is funded through solid waste tipping fees collected at the County-owned sites." It is recommended to add tipping fees to Table 5-1 for more clarity. As an example, refer to the Thurston County HWMP 2014, pages D-2 through D-5.</p> | Comment acknowledged. Per conversation with Ecology 4/18, addressed mandatory changes to Table 5-1 (see comment 4A). |

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| 10B | 5.3.4 Washington State Department of Ecology | Updating local HWMP The Plan states, “Washington State law requires local governments to have a HWMP and keep it up to date” Update with the following language per RCW 70A.300.350(6) : “Washington State law requires local governments to have a HWMP and update it from time to time.” | Concur with comment. Change made to Plan. |
| 11B | 5.3.4 Washington State Department of Ecology | Ecology's Solid Waste and Financial Assurance Program reference LSWFA is administered by Ecology's Solid Waste Management Program, update accordingly. If this reference isn't regarding LSWFA, please clarify what this pertains to. | Concur with comment. Change made to Plan. |

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| Section C: Minor edits | | | |
|------------------------|--|---|---|
| Comment Number | Plan section | Comment | Thurston County Response <i>Include section & page #'s if applicable</i> |
| 1C | 1.4.1 Thurston County Solid Waste Advisory Committee | SWAC member name update Update Christine to Christina. | Concur with comment. Change made to Plan. |
| 2C | 1.10.2 Washington State Regulations | CHILDRENS SAFE PRODUCTS ACT – RCW 70A.430 Update CHILDRENS should be CHILDREN'S. | Concur with comment. Change made to Plan. |
| 3C | 1.10.3 County Code and Regulations | Stormwater Pollution Prevention Ordinance – Thurston County Code Chapter 15.07 The Plan states, “The Stormwater Pollution Prevention Ordinance is designed to protect the County’s surface waste and groundwater quality.” Should this be water instead of waste? Update accordingly or disregard. | Concur with comment. Change made to Plan. |
| 4C | 2.3.1 Thurston County Waste Characterization Study | Drop-box facilities (Rainier and Rochester self-haul) The third bullet in this section states, “Drop-box facilities (Rainier and Rochester self-haul” the “)” is missing and the formatting should be adjusted. | Concur with comment. Change made to Plan. |
| 5C | 4.2.1 Definitions | Small Quantity Generator Waste The Plan states, “Many businesses and institutions produce small quantities of hazardous wastes; the list is the same as for HHW (refer to Table 41.” “)” is missing from “refer to Table 41.” | Concur with comment. Change made to Plan. |
| 6C | 4.4.3 Processing, Transport, and Disposal | Processing, Transport, and Disposal The Plan states “MRW has traditionally been processed, transported, and disposed of through the HazoHouse facility, located at the WARC, for recycling or disposal according to its Washington State Department of Transportation hazard classification (flammable, toxic, acid, corrosive, or reactive).” | Concur with comment. Change made to Plan. |

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| | | The “g” is missing in Washington, update accordingly. | |
| 7C | 4.4.4 Household Hazardous Waste Education | Household Hazardous Waste Education The Plan states “These programs are funded with tipping fees with the goal to reduce residents’ use of hazardous products and promote that hazardous products which cannot be reduced are property used, stored, and handled. Thurston County staff conduct the following projects to educate residents regarding HHW:” “Property” should be “properly”, update accordingly. | Concur with comment. Change made to Plan. |
| 8C | 5.3.4 Washington State Department of Ecology | Washington State Department of Ecology The Plan states “While Washington State law assigns primary responsibility for managing waste generators, remedial action sites, transporters, and facilities the recycle, treat, store and/or dispose of hazardous waste.” “The” should be “that”, update accordingly. | Concur with comment. Change made to Plan. |
| 9C | 7.1 Strategy Analysis | How can people and the environment be better protected from hazardous materials? Under Recommended Strategies, Program 3, the Plan states “Implement strategic education and outreach programs for household and SQGs that promote choosing safer alternatives, safe use and storage, and safe disposal.” “Household” should be “households”, update accordingly. | Concur with comment. Change made to Plan in Section 6.1. |
| 10C | 7.1 Strategy Analysis | What options exist for strategic partnerships and collaboration? In the first paragraph, the Plan states “Thurston County is an active member of the Washington State Association of Counties and affiliate groups including the Washington State Association of Local Public Health Official and the Washington State Association of County Solid Waste Managers.” “Official” should be “Officials”, update accordingly. | Concur with comment. Change made to Plan in Section 6.1. |
| 11C | 7.1 Strategy Analysis | What additional funding will be necessary to ensure the MRW management system remains healthy and vibrant? In the second paragraph, the Plan states “As new programs or facility are implemented, additional funding may be necessary to ensure that the MRW management system remains healthy and vibrant with adequate staffing provided for program implementation.” “Facility” should be “facilities”, update accordingly. | Concur with comment. Change made to Plan in Section 6.1. |

| | | | |
|-------------------------------------|---|---|---|
| 12C | 7.2 Recommended Strategies, Implementation Schedule, and Budget | Error! Reference source not found Correct reference. | Concur with comment. Change made to Plan in Section 6.2. |
| 13C | 7.2 Recommended Strategies, Implementation Schedule, and Budget | Program 5 Remove the extra “.” at the end of the recommendation. | Concur with comment. Change made to Plan in Section 6.2. |
| Additional Comments Received | | | |
| SEPA | SEPA Checklist (Appendix E) | <ol style="list-style-type: none"> 1. We would recommend revisiting the non-project form (pages 15-16) to determine if there are specific recommendations in the plan that can be listed as proposed measures to reduce/respond to impacts that may result from plan implementation. The <i>plan</i> may not have or reduce impacts, but the actions in the plan do. If specific actions mitigate risk of effects to the environment, those could be called out on the non-project form. I don't think this is a major issue, but just wanted to provide an opportunity for you to supplement the existing language. 2. Typically with non-project determinations we issue, the checklist preparer is the person listed in #3 on page 1, and is also the signatory (page 14). So in this case, that should probably be PHSS or your consultant. CPED will sign (and issue) the determination. | Concur with comments. Language added to specific recommendations on pages 15-16 of the SEPA checklist. Signatory updated. |

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Section D: What to include in your final submittal packet

The items listed below can be uploaded to: [Thurston County Box upload folder](#). If you have problems using the portal, please contact Christina.Kullberg@ecy.wa.gov or by phone at 360-999-3769.

- A transmittal letter formally requesting final Plan review.
- An electronic version of your Plan. Please assemble all required documents into one PDF.
These documents should include:
 - ✓ All SEPA documentation
 - ✓ Copies of all interlocal agreements
 - ✓ Resolutions of adoption from all participating jurisdictions – *New resolutions adopting the final draft of the Plan need to be included in your packet.*
 - ✓ A response summary indicating how you addressed Ecology's comments and the public comments you received the draft Plan - We suggest you include your responses to Ecology's comments in the table above and add the response summary to the Plan as an Appendix.
 - ✓ Evidence your SWAC was provided timely opportunity to review and advise upon both the draft and the final submittal of the Thurston County HWMP – *This could be a letter from SWAC discussing submittal of the plan to Ecology, or meeting notes.*

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Appendix H. HazoHouse SQG Fee Assessment

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HAZARDOUS WASTE DISPOSAL RATES

For Small Quantity Generators

| Type of Waste | Cost per Unit |
|---|---------------|
| Acids | \$1.19/lb. |
| Antifreeze | \$0.09/lb. |
| Bases | \$1.22/lb. |
| Batteries | |
| Nickel-Cadmium | \$1.32/lb. |
| Mercury | \$3.50/lb. |
| Lithium | \$2.25/lb. |
| Lead Acid | No charge |
| CRTs (TVs and Monitors)* | See below |
| Dental Amalgam Scraps (disinfected) | \$1.58/lb. |
| Flammable Acids | \$2.19/lb. |
| Flammable Bases | \$2.26/lb. |
| Flammable Gases (other than propane) | \$1.36/lb. |
| Flammable Liquids/Fuels (gasoline, misc. flammable liquids) | \$0.28/lb. |
| Flammable Solids | \$7.75/lb. |
| 5 Gallon Drum | \$80/drum |
| Fluorescent Bulbs | |
| Fluorescent Tubes | \$0.12/ft. |
| Compact Fluorescent Lamps | \$1.20 ea. |
| HID Lamps <3" | \$2.50 ea. |
| HID Lamps >3" | \$3.00 ea. |
| 4' Storage Cartons | \$4.75 ea. |
| 8' Storage Cartons | \$9.50 ea. |
| Non-Regulated Materials | \$0.26/lb. |
| Oxidizers | \$2.10/lb. |
| Paint-Related Materials | \$0.77/lb. |
| Petroleum-Contaminated Soils | \$0.26/lb. |
| Propane Tanks - 1 to 5 Gallon Gas Grill-Sized | No charge |
| Toxic Liquids | \$1.53/lb. |
| Toxic Solids | \$1.58/lb. |
| Used Oil | No charge |
| Used Oil – Contaminated | \$0.30/lb. |
| Used Oil Filters | \$0.90/lb. |
| Water Contaminated with Oil | \$0.18/lb. |
| Overpack Drum – 85 Gallon Metal | \$60.00 |
| Overpack Drum – 95 Gallon Plastic | \$200.00 |
| Overpack Drum – 55 Gallon Metal | \$23.00 |
| Overpack Drum – 55 Gallon Plastic | \$70.00 |
| X-Ray and Photo Fixer (used, containing silver) | No charge |

* CRTs are not accepted at HazoHouse. Televisions, desktop computers, monitors, laptops, and e-readers can be taken to the Goodwill Olympia Outlet store at 4014 Martin Way E and be disposed of free-of-charge. Call (360) 456-2484 for additional information. Additional information on E-cycle Washington: ecyclewashington.org

Note: SQG hazardous waste disposal fees were established in 2003 under TC Resolution 13010, which updated Thurston County Code Section 8.12.030.

TO: City Council
FROM: Colby Fletcher, Construction Engineer
DATE: February 3, 2026
SUBJECT: Project Review Reimbursable Agreement with WSDOT for the Trosper Road Interchange Project Amendment No. 2

1) Recommended Action:

Authorize the Mayor to sign the Project Review Reimbursable Agreement Amendment No. 2 with WSDOT for the Trosper Road Interchange Project.

The Agreement was recommended for approval on the consent calendar at the January 22, 2026 Public Works Committee.

2) Background:

The I-5 / Trosper Road / Capitol Boulevard Reconfiguration Project is intended to address traffic congestion and pedestrian / bike safety and mobility deficiencies along Capitol Boulevard in the vicinity of Trosper Road per the Capitol Boulevard Corridor Plan. The project will include construction of three roundabouts located at the Trosper Road / I-5 Ramp terminals, Trosper Road / Capitol Boulevard intersection, and at the 6th Avenue / I-5 northbound on and off ramps. The project will also include construction of the Trosper Road Extension linking Capitol Boulevard to Linda Street and construction of a new 6th Avenue roadway connecting Lee Street directly to the I-5 ramp terminal and Trosper Road. The project will upgrade all existing utilities, provide street lighting, and landscaping and irrigation, within the project limits.

The city of Tumwater entered into an agreement with WSDOT to provide design review and construction administration/inspection services for the project in support of work completed by the city within WSDOT right-of-way.

Amendment No. 2 is requesting an additional \$11,250 to allow WSDOT personnel to complete final project close-out work.

The total cost of the Amendment to WSDOT Project Review Reimbursable Agreement (JC Account 1419) will be \$105,000. This includes \$25,000 for the original agreement, \$50,000 per Amendment No. 1, \$18,750 per Section 3.1 of the original Agreement where both parties agreed that the cost of the work may exceed by up to 25 percent without a written amendment, and \$11,250 per Amendment No. 2.

3) Policy Support:

Strategic Priorities and Goals 2026-2032:

Pursue Targeted Community Development Opportunities - Implement the transformation of Capitol Boulevard.

Create and Maintain a Transportation System Safe for All Modes of Travel - Construct an

inter-connected bicycle and pedestrian system, including developing improved neighborhood connections and enhancing overall bicycle and pedestrian safety.

4) Alternatives:

- Reject agreement and renegotiate terms with WSDOT

5) Fiscal Notes:

The funds are available in the Transportation CFP, Water CFP, Sewer CFP, and Storm CFP. A portion of the project is funded by a Transportation Improvement Board (TIB) grant.

6) Attachments:

- A. Project Review Reimbursable Agreement with WSDOT for the Trosper Road Interchange Project Amendment No. 2
- B. Project Review Reimbursable Agreement with WSDOT for the Trosper Road Interchange Project – Original Agreement
- C. Project Review Reimbursable Agreement with WSDOT for the Trosper Road Interchange Project Amendment No. 1



**Washington State
Department of Transportation**

**Amendment To:
Project Review
Reimbursable Agreement**

| | | | |
|--|--|---|--|
| | | | |
| | | Applicant or Local Agency City of Tumwater | |
| | | Project Name Trooper Road Interchange | |
| | | Previously Authorized Amount \$ 93750 | |
| Agreement Number J C1419 | | Region Olympic | |
| State Route 5 | | Mileposts 102.79 | |
| | | Amendment Number 2 | New Total Authorized Amount \$ 105000 |
| <p>Reason for Amendment To cover overrun of the authorized amount for the agreement and future charges.</p> <p>Original Agreement JC1419 authorized \$25,000.00. JC1419 Amendment No. 1 authorized an additional \$50,000.00, increasing the new authorized amount to \$75,000.00.</p> <p>Per Section 3.1 of the original Agreement, both parties agreed that the estimated cost of the work may be exceeded by up to twenty-five (25) percent without a written amendment. WSDOT operated under this guidance, which allowed them to bill up to \$93,750.00. WSDOT has billed \$92,149.99 to date and estimates they will need an additional \$11,250.00 to finalize closeout of the project.</p> | | | |

Recitals

1. The parties hereto entered into original Agreement J-C 1419 on the 17th day of October, 20 18, and
2. Costs have exceeded the original estimate,

Now, Therefore, pursuant to the terms, conditions and performances contained herein and/or attached hereto, and by this reference made a part of this Agreement, it is mutually agreed between the Parties hereto as follows:

1. The Parties agree to amend the estimated costs as shown above.
2. All other terms and conditions of the original Agreement shall remain in full force and effect except as modified by this Amendment.

In Witness Whereof, the Parties hereto have executed this Amendment as of the date last signed below.

| REQUESTING ENTITY | WASHINGTON STATE DEPARTMENT OF TRANSPORTATION |
|---|--|
| Signature: _____ By: <u>Lisa Parks</u> Print Name _____ | Signature: _____ By: <u>Gaius Sanoy</u> Print Name _____ |
| Title: <u>City Administrator</u> | Title: <u>Program Manager</u> |
| Date: _____ | Date: _____ |



| | | | | | | | | | | | | |
|---|-------------------------------------|--|--|----------------|-------------------------------------|--|------------|-------------------------------------|--|------------------------------------|--------------------------|--|
| Project Review Reimbursable Agreement | | Applicant or Local Agency City of Tumwater | | | | | | | | | | |
| | | Billing Address | 555 Israel Road SW Tumwater, WA 98501 | | | | | | | | | |
| Region | Olympic | Contact Email jeaton@ci.tumwater.wa.us | | | | | | | | | | |
| Agreement Number | J 1419 | Contact Name Jay Eaton | Contact Phone 360-754-4140 | | | | | | | | | |
| Estimated Costs This estimate is based on the best available information to date and includes WSDOT's Indirect Cost Rate | | | Surety \$ Amount <input checked="" type="checkbox"/> Not Applicable | | | | | | | | | |
| SR 5 | MP 102.79 | Project Name Troper Road Interchange | | | | | | | | | | |
| Detailed Description of Work by WSDOT <div style="border: 1px solid black; padding: 5px;"> <table> <tr> <td>Project Review</td> <td><input checked="" type="checkbox"/></td> <td>Design Review and Construction Inspection of the City of Tumwater's Troper Road Interchange project.</td> </tr> <tr> <td>Inspection</td> <td><input checked="" type="checkbox"/></td> <td></td> </tr> <tr> <td>Other (see description of work)</td> <td><input type="checkbox"/></td> <td></td> </tr> </table> </div> | | | | Project Review | <input checked="" type="checkbox"/> | Design Review and Construction Inspection of the City of Tumwater's Troper Road Interchange project. | Inspection | <input checked="" type="checkbox"/> | | Other (see description of work) | <input type="checkbox"/> | |
| Project Review | <input checked="" type="checkbox"/> | Design Review and Construction Inspection of the City of Tumwater's Troper Road Interchange project. | | | | | | | | | | |
| Inspection | <input checked="" type="checkbox"/> | | | | | | | | | | | |
| Other (see description of work) | <input type="checkbox"/> | | | | | | | | | | | |

This AGREEMENT is made and entered into by and between the Washington State Department of Transportation, hereinafter "WSDOT," and the above named "APPLICANT OR LOCAL AGENCY", hereinafter the "ENTITY,"

WHEREAS, the ENTITY has requested WSDOT to perform the above described work, and WSDOT is authorized and willing to perform the work, and

WHEREAS, the ENTITY is responsible for the costs associated with the work,

NOW THEREFORE, pursuant to the terms, conditions and performances contained herein and/or attached hereto, and by this reference made a part of this Agreement, it is mutually agreed between the Parties hereto as follows:

1. GENERAL

1.1 The WSDOT agrees to perform the above described work requested by the ENTITY, using state labor, equipment and materials.

1.2 To secure payment of the potential costs incurred in the review process, WSDOT requests that a Surety Amount in the form of Bond, Assignment of Escrow, Certificate of Deposit, Irrevocable Letter of Credit, Check or Money Order in the amount listed above accompany the endorsed original copy of this Agreement.

Item 5d. All WSDOT reviews, and/or inspections provided by WSDOT are solely for the benefit of WSDOT and not for the ENTITY or any other third party.

2. PAYMENT

2.1 The ENTITY, in consideration of the faithful performance of the work by WSDOT, agrees to reimburse WSDOT for the actual direct and related indirect costs associated with the work, including WSDOT's current administrative indirect cost rate.

2.2 The ENTITY agrees to make payment for the work by WSDOT within thirty (30) calendar days from the date of a state invoice.

2.3 The ENTITY agrees that if it fails to make payment within thirty (30) calendar days of the invoice, the WSDOT may charge interest in accordance with RCW 43.17.240 and may elect to send the outstanding invoice(s) to a WSDOT contracted collection agency resulting in the assessment of additional fees and/or penalties.

2.4 Upon payment of all WSDOT invoices by ENTITY, WSDOT will release rights of remaining Surety Amount.

3. INCREASE IN COST

3.1 The Parties agree that the estimated cost of the work may be exceeded by up to twenty-five (25) percent. In the event costs exceed the estimated costs by more than twenty-five (25) percent the Parties agree to modify the estimated cost of work by written amendment, signed by both Parties.

4. ASSIGNMENT

4.1 This Agreement, and any claim arising under this Agreement, shall not be assignable or delegable by either Party, either in whole or in part.

5. INDEMNIFICATION

5.1 The ENTITY shall defend, protect and hold harmless WSDOT, its officers, officials, employees, and/or agents from and against all claims, suits or actions arising from the negligent acts or omissions of ENTITY, its officers, officials, employees, assigns, contractors, sub-contractors, tenants, sub-tenants, licensees, invitees and/or agents while performing under the terms of this Agreement. This defense and indemnity obligation shall not include such claims, actions, costs, damages, or expenses which may be caused by the sole negligence of WSDOT, its officers, officials, employees, contractors, sub-contractors and/or agents; provided, however, that if the claims, suits or actions are caused by or result from the concurrent negligence of (a) WSDOT, its officers, officials, agents, contractors, sub-contractors or employees and (b) the ENTITY, its officers, officials, employees, assigns, contractors, sub-contractors, tenants, sub-tenants, licensees, invitees and/or agents, or involves those actions covered by RCW 4.24.115, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the ENTITY or its officers, officials, employees, assigns, contractors, sub-contractors, tenants, sub-tenants, licensees, invitees and/or agents. ENTITY specifically assumes potential liability for the actions brought by ENTITY'S employees and solely for the purposes of this indemnification and defense, ENTITY specifically waives any immunity it may be afforded in connection with such claims under the State industrial insurance law, Title 51 RCW. ENTITY recognizes that this waiver was the subject of mutual negotiations.

This indemnification and waiver shall survive the termination of this Agreement.

6. AMENDMENT

6.1 This Agreement may be amended by the mutual agreement of the Parties. Such amendments shall not be binding unless they are in writing and signed by persons authorized to bind each of the Parties.

7. TERMINATION

7.1 Either Party may terminate this Agreement, with or without cause, by providing written notice to the other of such termination and specifying the effective date thereof at least thirty (30) calendar days before the effective date of such termination. The ENTITY will reimburse WSDOT for all charges up to the date of termination.

8. DISPUTES

8.1 The Parties shall work collaboratively to resolve disputes and issues arising out of, or related to this Agreement. Disagreements shall be resolved promptly and at the lowest level of hierarchy.

8.2 In the event that a dispute arises under this Agreement which cannot be resolved by the parties as outlined in Section 8.1, the dispute will be settled in the following manner: Each Party will appoint a member to a dispute board. The members so appointed will jointly appoint a third member to the dispute board who is not employed by or affiliated in any way with either Party. The dispute board will evaluate the facts, contract terms, and applicable statutes and rules and make a determination of the dispute. The determination of the dispute board will be final and binding on the Parties. Any costs associated with appointing the third member will be equally shared between the Parties. Each Party shall be responsible for its own costs, including attorneys fees.

8.3 The Parties agree that any legal action to enforce any right or obligation under this Agreement may only be brought in Thurston County Superior Court.

9. TERM OF AGREEMENT

9.1 The term of the Agreement shall begin upon the date of execution and shall remain in effect until WSDOT has completed the above described work and the ENTITY has made full payment, whichever comes last, unless modified according to Section 6, "AMENDMENT," above.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date last signed by the PARTIES below.

ENTITY

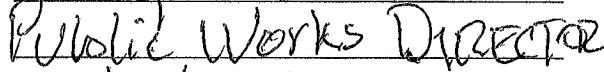
Signature:



Printed:



Title:



Date:



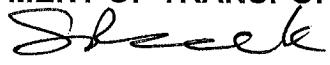
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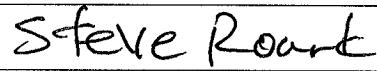
Social Security Number:

WASHINGTON STATE
DEPARTMENT OF TRANSPORTATION

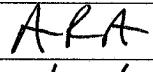
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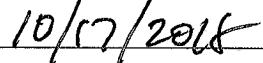
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Title:



Date:





**Washington State
Department of Transportation**

| | | | |
|--|---------------------|-----------------------|---|
| <p>Amendment To: Project Review Reimbursable Agreement</p> | | | <p>Applicant or Local Agency City of Tumwater</p> |
| | | | <p>Project Name Trosper Road Interchange</p> |
| | | | <p>Previously Authorized Amount \$ 25,000.00</p> |
| Agreement Number J C 1419 | | Region Olympic | <p>Amended Estimated Costs \$ 50,000.00</p> |
| State Route 5 | Mileposts 102.79 | Amendment Number 1 | <p>New Total Authorized Amount \$ 75,000.00</p> |
| <p>Reason for Amendment Increase in funding needed to cover the costs of inspection for this project</p> | | | |

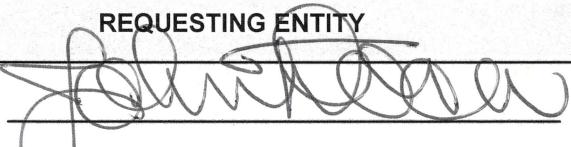
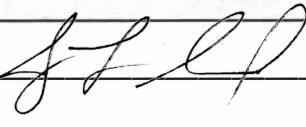
Recitals

1. The parties hereto entered into original Agreement J-C 1419 on the 17th day of October, 2018, and
2. Costs have exceeded the original estimate,

Now, Therefore, pursuant to the terms, conditions and performances contained herein and/or attached hereto, and by this reference made a part of this Agreement, it is mutually agreed between the Parties hereto as follows:

1. The Parties agree to amend the estimated costs as shown above.
2. All other terms and conditions of the original Agreement shall remain in full force and effect except as modified by this Amendment.

In Witness Whereof, the Parties hereto have executed this Amendment as of the date last signed below.

| | |
|---|--|
| <p>REQUESTING ENTITY</p>  | <p>WASHINGTON STATE DEPARTMENT OF TRANSPORTATION</p>  |
| <p>Signature: _____</p> | <p>Signature: _____</p> |
| <p>By: <u>John Doan</u> Print Name</p> | <p>By: <u>JoAnn Schueler</u> Print Name</p> |
| <p>Title: <u>City Administrator</u></p> | <p>Title: <u>ARA for M2D2</u></p> |
| <p>Date: <u>9/21/2022</u></p> | <p>Date: <u>11/28/2022</u></p> |

TO: City Council
FROM: Dave Kangiser, Water Resources Specialist
DATE: February 3, 2026
SUBJECT: 2025-2027 Stormwater Capacity Grant Agreement with the Department of Ecology

1) Recommended Action:

Approve and authorize the Mayor to sign the 2025-2027 Stormwater Capacity Grant Agreement with the Washington Department of Ecology (ECY) via City Council consent calendar.

This grant agreement was recommended for approval by the Public Works Committee at their January 22, 2026 meeting.

2) Background:

Every biennium, ECY provides a non-competitive Stormwater Capacity Grant to support the implementation of new requirements of the municipal National Pollution Discharge Elimination (NPDES) permit. In the past, Tumwater has used these funds to cover the cost of staff time, tools to evaluate stormwater treatment facilities, filters for city-owned treatment vaults, water quality monitoring equipment, and other similar program enhancements. This biennium we anticipate purchasing a hydraulic model for outreach and education and additional filters for the treatment systems that are scheduled for replacement in the next two years. We also plan to expand our internal spill response training to include hands-on training that will require additional spill response tools, such as pads, booms, drain covers. Any remaining funds will be used to expand our water quality and quantity instrumentation and lastly for budgeted supplies and training.

3) Policy Support:

- Supports the implementation of stern Washington Phase II Municipal Stormwater Permit - Washington State Department of Ecology.

4) Alternatives:

Do not accept the \$120,000 grant and use existing stormwater funds to purchase new equipment to improve departmental capacity for stormwater pollution response actions and ensure permit compliance.

5) Fiscal Notes:

Acceptance of this grant provides an additional \$120,000 to assist WRS in meeting ongoing and new permit requirements, building capacity within the stormwater program to meet emergent needs. All expenditures are incurred by the Storm Fund; there is no financial match required.

6) Attachments:

- A. 2025-2027 Stormwater Capacity Grant Agreement with the Department of Ecology



Agreement No. WQSWCAP-2527-Tumwat-00209

WATER QUALITY STORMWATER CAPACITY AGREEMENT

BETWEEN

THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY

AND

CITY OF TUMWATER

This is a binding Agreement entered into by and between the state of Washington, Department of Ecology, hereinafter referred to as "ECOLOGY," and City of Tumwater, hereinafter referred to as the "RECIPIENT," to carry out with the provided funds activities described herein.

GENERAL INFORMATION

| | |
|---|--|
| Project Title: | 2025-2027 Biennial Stormwater Capacity Grant |
| Total Cost: | \$120,000.00 |
| Total Eligible Cost: | \$120,000.00 |
| Ecology Share: | \$120,000.00 |
| Recipient Share: | \$0.00 |
| The Effective Date of this Agreement is: | 07/01/2025 |
| The Expiration Date of this Agreement is no later than: | 03/31/2027 |
| Project Type: | Capacity Grant |

Project Short Description:

This project will assist Phase I and II Permittees in implementation or management of municipal stormwater programs.

Project Long Description:

N/A

Overall Goal:

This project will improve water quality in the State of Washington by reducing stormwater pollutants discharged to state water bodies.

Agreement No: WQSWCAP-2527-Tumwat-00209
Project Title: 2025-2027 Biennial Stormwater Capacity Grant
Recipient Name: City of Tumwater

RECIPIENT INFORMATION

Organization Name: City of Tumwater

Federal Tax ID: 91-6001520

UEI Number: LLLDHHS4E5G1

Mailing Address: 555 Israel Road SW
Tumwater, WA 98501

Physical Address: 555 Israel Road SW
Tumwater, Washington 98501

Contacts

| | |
|-----------------------------|---|
| Project Manager | Dave Kangiser Water Resources Specialist 555 Israel Road SW Tumwater, Washington 98501 Email: dkangiser@ci.tumwater.wa.us Phone: (360) 754-4140 |
| Billing Contact | Bonnie Hale Administrative Assistant 555 Israel Road SW Tumwater, Washington 98501 Email: bhale@ci.tumwater.wa.us Phone: (360) 754-4180 |
| Authorized Signatory | Dan Smith Director 555 Israel Road SW Tumwater, Washington 98501 Email: desmith@ci.tumwater.wa.us Phone: (360) 754-4140 |

Agreement No: WQSWCAP-2527-Tumwat-00209

Project Title: 2025-2027 Biennial Stormwater Capacity Grant

Recipient Name: City of Tumwater

ECOLOGY INFORMATION

Mailing Address: Department of Ecology
Water Quality
PO BOX 47600
Olympia, WA 98504-7600

Physical Address: Water Quality
300 Desmond Drive SE
Lacey, WA 98503

Contacts

| | |
|--------------------------|--|
| Project Manager | Kyle Graunke PO Box 47600 Olympia, Washington 98504-7600 Email: kygr461@ecy.wa.gov Phone: (360) 628-3890 |
| Financial Manager | Kyle Graunke PO Box 47600 Olympia, Washington 98504-7600 Email: kygr461@ecy.wa.gov Phone: (360) 628-3890 |

Agreement No: WQSWCAP-2527-Tumwat-00209
Project Title: 2025-2027 Biennial Stormwater Capacity Grant
Recipient Name: City of Tumwater

AUTHORIZING SIGNATURES

RECIPIENT agrees to furnish the necessary personnel, equipment, materials, services, and otherwise do all things necessary for or incidental to the performance of work as set forth in this Agreement.

RECIPIENT acknowledges that they had the opportunity to review the entire Agreement, including all the terms and conditions of this Agreement, Scope of Work, attachments, and incorporated or referenced documents, as well as all applicable laws, statutes, rules, regulations, and guidelines mentioned in this Agreement. Furthermore, the RECIPIENT has read, understood, and accepts all requirements contained within this Agreement.

This Agreement contains the entire understanding between the parties, and there are no other understandings or representations other than as set forth, or incorporated by reference, herein.

No subsequent modifications or amendments to this agreement will be of any force or effect unless in writing, signed by authorized representatives of the RECIPIENT and ECOLOGY and made a part of this agreement. ECOLOGY and RECIPIENT may change their respective staff contacts without the concurrence of either party.

This Agreement shall be subject to the written approval of Ecology's authorized representative and shall not be binding until so approved.

The signatories to this Agreement represent that they have the authority to execute this Agreement and bind their respective organizations to this Agreement.

IN WITNESS WHEREOF: the parties hereto, having read this Agreement in its entirety, including all attachments, do agree in each and every particular and have thus set their hands hereunto.

Washington State
Department of Ecology

City of Tumwater

By:

Jon Kenning, PhD
Water Quality
Program Manager

Template Approved to Form by
Attorney General's Office

Date

By:

Dan Smith
Director

Date

Agreement No: WQSWCAP-2527-Tumwat-00209
 Project Title: 2025-2027 Biennial Stormwater Capacity Grant
 Recipient Name: City of Tumwater

SCOPE OF WORK

Task Number: 1 **Task Cost:** \$0.00

Task Title: Project Administration/Management

Task Description:

A. The RECIPIENT shall carry out all work necessary to meet ECOLOGY grant or loan administration requirements. Responsibilities include, but are not limited to: Maintenance of project records; submittal of requests for reimbursement and corresponding backup documentation; progress reports; and the EAGL (Ecology Administration of Grants and Loans) recipient closeout report (including photos, if applicable). In the event that the RECIPIENT elects to use a contractor to complete project elements, the RECIPIENT shall retain responsibility for the oversight and management of this funding agreement.

B. The RECIPIENT shall keep documentation that demonstrates the project is in compliance with applicable procurement, contracting, and interlocal agreement requirements; permitting requirements, including application for, receipt of, and compliance with all required permits, licenses, easements, or property rights necessary for the project; and submittal of required performance items. This documentation shall be available upon request.

C. The RECIPIENT shall maintain effective communication with ECOLOGY and maintain up-to-date staff contact information in the EAGL system. The RECIPIENT shall carry out this project in accordance with any completion dates outlined in this agreement.

Task Goal Statement:

Properly managed and fully documented project that meets ECOLOGY's grant and loan administrative requirements.

Task Expected Outcome:

RECIPIENTS will implement measures required by Phase I and II NPDES permits.

Project Administration/Management

Deliverables

| Number | Description | Due Date |
|--------|---|----------|
| 1.1 | Progress Reports that include descriptions of work accomplished, project challenges or changes in the project schedule. Submitted at least quarterly. | |
| 1.2 | Recipient Closeout Report (EAGL Form). | |

Agreement No: WQSWCAP-2527-Tumwat-00209
Project Title: 2025-2027 Biennial Stormwater Capacity Grant
Recipient Name: City of Tumwater

SCOPE OF WORK

Task Number: 2 **Task Cost:** \$120,000.00

Task Title: Permit Implementation

Task Description:

Conduct work related to implementation of municipal stormwater National Pollutant Discharge Elimination System (NPDES) permit requirements. If the RECIPIENT is out of compliance with the Municipal Stormwater National Pollutant Discharge Elimination System (NPDES) permit, the RECIPIENT will use funds to attain compliance where applicable. The following is a list of elements projects may include:

- 1) Public education and outreach activities, including stewardship activities.
- 2) Public involvement and participation activities.
- 3) Illicit discharge detection and elimination (IDDE) program activities, including:
 - a) Mapping of municipal separate storm sewer systems (MS4s).
 - b) Staff training.
 - c) Activities to identify and remove illicit stormwater discharges.
 - d) Field screening procedures.
 - e) Complaint hotline database or tracking system improvements.
- 4) Activities to support programs to control runoff from new development, redevelopment, and construction sites, including:
 - a) Development of an ordinance and associated technical manual or update of applicable codes.
 - b) Inspections before, during, and upon completion of construction, or for post-construction long-term maintenance.
 - c) Training for plan review or inspection staff.
 - d) Participation in applicable watershed planning effort.
- 5) Pollution prevention, good housekeeping, and operation and maintenance program activities, such as:
 - a) Inspecting and/or maintaining the MS4 infrastructure.
 - b) Developing and/or implementing policies, procedures, or stormwater pollution prevention plans at municipal properties or facilities.6) Annual reporting activities.
- 7) Establishing and refining stormwater utilities, including stable rate structures.
- 8) Water quality monitoring to implement permit requirements for a Water Cleanup Plan (Total Maximum Daily Load (TMDL)). Note that any monitoring funded by this program requires submittal of a Quality Assurance Project Plan (QAPP) that ECOLOGY approves prior to awarding funding for monitoring. Monitoring must directly meet a Phase I or II permit requirement.
- 9) Structural stormwater controls program activities (Phase I permit requirement).
- 10) Source control for existing development (Phase I permit requirement), including:
 - a) Inventory and inspection program.
 - b) Technical assistance and enforcement.
 - c) Staff training.
- 11) Equipment purchases that result directly in improved permit compliance. Equipment purchases must be specific to implementing a permit requirement (such as a vector truck) rather than general use (such as a pick-up truck). Equipment purchases over \$5,000.00 must be pre-approved by ECOLOGY.

Documentation of all tasks completed is required. Documentation may include field reports, dates and number of inspections conducted, dates of trainings held and participant lists, number of illicit discharges investigated and removed, summaries of planning, stormwater utility or procedural updates, annual reports, copies of approved QAPPs, summaries of structural or source control activities, summaries of how equipment purchases have increased or

Agreement No: WQSWCAP-2527-Tumwat-00209

Project Title: 2025-2027 Biennial Stormwater Capacity Grant

Recipient Name: City of Tumwater

improved permit compliance.

Ineligible expenses include capital construction projects, incentives or give-a-ways, grant application preparation, Technology Assessment Protocol - Ecology (TAPE) review for proprietary treatment systems, or tasks that do not support Municipal Stormwater Permit implementation.

Task Goal Statement:

This task will improve water quality in the State of Washington by reducing the pollutants delivered by stormwater to lakes, streams, and the Puget Sound by implementing measures required by Phase I and II NPDES permits.

Task Expected Outcome:

RECIPIENTS will implement measures required by Phase I and II NPDES permits.

Permit Implementation

Deliverables

| Number | Description | Due Date |
|--------|----------------------------------|----------|
| 2.1 | Documentation of tasks completed | |

Agreement No: WQSWCAP-2527-Tumwat-00209
Project Title: 2025-2027 Biennial Stormwater Capacity Grant
Recipient Name: City of Tumwater

BUDGET

Funding Distribution EG260267

NOTE: The above funding distribution number is used to identify this specific agreement and budget on payment remittances and may be referenced on other communications from ECOLOGY. Your agreement may have multiple funding distribution numbers to identify each budget.

Funding Title: 2025-2027 Stormwater Capacity Grant Funding Type: Grant
Funding Effective Date: 07/01/2025 Funding Expiration Date: 03/31/2027

Funding Source:

Title: Model Toxics Control Stormwater Account (MTCSA)

Fund: FD
Type: State
Funding Source %: 100%
Description: MTCSA

Approved Indirect Costs Rate: Approved State Indirect Rate: 30%

Recipient Match %: 0%

InKind Interlocal Allowed: No

InKind Other Allowed: No

Is this Funding Distribution used to match a federal grant? No

| 2025-2027 Stormwater Capacity Grant | Task Total |
|-------------------------------------|-----------------------------|
| Permit Implementation | \$ 120,000.00 |
| | Total: \$ 120,000.00 |

Agreement No: WQSWCAP-2527-Tumwat-00209

Project Title: 2025-2027 Biennial Stormwater Capacity Grant

Recipient Name: City of Tumwater

Funding Distribution Summary

Recipient / Ecology Share

| Funding Distribution Name | Recipient Match % | Recipient Share | Ecology Share | Total |
|-------------------------------------|-------------------|-----------------|----------------------|----------------------|
| 2025-2027 Stormwater Capacity Grant | 0.00 % | \$ 0.00 | \$ 120,000.00 | \$ 120,000.00 |
| Total | | \$ 0.00 | \$ 120,000.00 | \$ 120,000.00 |

AGREEMENT SPECIFIC TERMS AND CONDITIONS

N/A

SPECIAL TERMS AND CONDITIONS

GENERAL FEDERAL CONDITIONS

If a portion or all of the funds for this agreement are provided through federal funding sources or this agreement is used to match a federal grant award, the following terms and conditions apply to you.

A. CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION:

1. The RECIPIENT/CONTRACTOR, by signing this agreement, certifies that it is not suspended, debarred, proposed for debarment, declared ineligible or otherwise excluded from contracting with the federal government, or from receiving contracts paid for with federal funds. If the RECIPIENT/CONTRACTOR is unable to certify to the statements contained in the certification, they must provide an explanation as to why they cannot.
2. The RECIPIENT/CONTRACTOR shall provide immediate written notice to ECOLOGY if at any time the RECIPIENT/CONTRACTOR learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
3. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact ECOLOGY for assistance in obtaining a copy of those regulations.
4. The RECIPIENT/CONTRACTOR agrees it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable Code of Federal Regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
5. The RECIPIENT/CONTRACTOR further agrees by signing this agreement, that it will include this clause titled

Agreement No: WQSWCAP-2527-Tumwat-00209

Project Title: 2025-2027 Biennial Stormwater Capacity Grant

Recipient Name: City of Tumwater

“CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION” without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

6. Pursuant to 2CFR180.330, the RECIPIENT/CONTRACTOR is responsible for ensuring that any lower tier covered transaction complies with certification of suspension and debarment requirements.
7. RECIPIENT/CONTRACTOR acknowledges that failing to disclose the information required in the Code of Federal Regulations may result in the delay or negation of this funding agreement, or pursuance of legal remedies, including suspension and debarment.
8. RECIPIENT/CONTRACTOR agrees to keep proof in its agreement file, that it, and all lower tier recipients or contractors, are not suspended or debarred, and will make this proof available to ECOLOGY before requests for reimbursements will be approved for payment. RECIPIENT/CONTRACTOR must run a search in <http://www.sam.gov> and print a copy of completed searches to document proof of compliance.

B. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) REPORTING REQUIREMENTS:

CONTRACTOR/RECIPIENT must complete the FFATA Data Collection Form (ECY 070-395) and return it with the signed agreement to ECOLOGY.

Any CONTRACTOR/RECIPIENT that meets each of the criteria below must report compensation for its five top executives using the FFATA Data Collection Form.

- Receives more than \$30,000 in federal funds under this award.
- Receives more than 80 percent of its annual gross revenues from federal funds.
- Receives more than \$25,000,000 in annual federal funds.

Ecology will not pay any invoices until it has received a completed and signed FFATA Data Collection Form. Ecology is required to report the FFATA information for federally funded agreements, including the required Unique Entity Identifier in www.sam.gov <http://www.sam.gov> within 30 days of agreement signature. The FFATA information will be available to the public at www.usaspending.gov <http://www.usaspending.gov>.

For more details on FFATA requirements, see www.fsrs.gov <http://www.fsrs.gov>.

C. FEDERAL FUNDING PROHIBITION ON CERTAIN TELECOMMUNICATIONS OR VIDEO SURVEILLANCE SERVICES OR EQUIPMENT:

As required by 2 CFR 200.216, federal grant or loan recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

1. Procure or obtain;
2. Extend or renew a contract to procure or obtain; or
3. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment, video surveillance services or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in [Public Law 115-232](https://www.govinfo.gov/content/pkg/PLAW-115publ232/pdf/PLAW-115publ232.pdf) <https://www.govinfo.gov/content/pkg/PLAW-115publ232/pdf/PLAW-115publ232.pdf>, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

Agreement No: WQSWCAP-2527-Tumwat-00209

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Recipient Name: City of Tumwater

Recipients, subrecipients, and borrowers also may not use federal funds to purchase certain prohibited equipment, systems, or services, including equipment, systems, or services produced or provided by entities identified in section 889, are recorded in the [System for Award Management \(SAM\) <https://sam.gov/SAM/>](https://sam.gov/SAM/) exclusion list.

Agreement No: WQSWCAP-2527-Tumwat-00209
Project Title: 2025-2027 Biennial Stormwater Capacity Grant
Recipient Name: City of Tumwater

GENERAL TERMS AND CONDITIONS

Pertaining to Grant and Loan Agreements With the state of Washington, Department of Ecology

GENERAL TERMS AND CONDITIONS

For DEPARTMENT OF ECOLOGY GRANTS and LOANS

07/01/2023 Version

1. ADMINISTRATIVE REQUIREMENTS

- a) RECIPIENT shall follow the "Administrative Requirements for Recipients of Ecology Grants and Loans – EAGL Edition." (<https://fortress.wa.gov/ecy/publications/SummaryPages/2301002.html>)
- b) RECIPIENT shall complete all activities funded by this Agreement and be fully responsible for the proper management of all funds and resources made available under this Agreement.
- c) RECIPIENT agrees to take complete responsibility for all actions taken under this Agreement, including ensuring all subgrantees and contractors comply with the terms and conditions of this Agreement. ECOLOGY reserves the right to request proof of compliance by subgrantees and contractors.
- d) RECIPIENT's activities under this Agreement shall be subject to the review and approval by ECOLOGY for the extent and character of all work and services.

2. AMENDMENTS AND MODIFICATIONS

This Agreement may be altered, amended, or waived only by a written amendment executed by both parties. No subsequent modification(s) or amendment(s) of this Agreement will be of any force or effect unless in writing and signed by authorized representatives of both parties. ECOLOGY and the RECIPIENT may change their respective staff contacts and administrative information without the concurrence of either party.

3. ACCESSIBILITY REQUIREMENTS FOR COVERED TECHNOLOGY

The RECIPIENT must comply with the Washington State Office of the Chief Information Officer, OCIO Policy no. 188, Accessibility (<https://ocio.wa.gov/policy/accessibility>) as it relates to "covered technology." This requirement applies to all products supplied under the Agreement, providing equal access to information technology by individuals with disabilities, including and not limited to web sites/pages, web-based applications, software systems, video and audio content, and electronic documents intended for publishing on Ecology's public web site.

4. ARCHAEOLOGICAL AND CULTURAL RESOURCES

RECIPIENT shall take all reasonable action to avoid, minimize, or mitigate adverse effects to archaeological and historic archaeological sites, historic buildings/structures, traditional cultural places, sacred sites, or other cultural resources, hereby referred to as Cultural Resources.

The RECIPIENT must agree to hold harmless ECOLOGY in relation to any claim related to Cultural Resources discovered, disturbed, or damaged due to the RECIPIENT's project funded under this Agreement.

RECIPIENT shall:

- a) Contact the ECOLOGY Program issuing the grant or loan to discuss any Cultural Resources requirements for their project:
 - Cultural Resource Consultation and Review should be initiated early in the project planning process and must be completed prior to expenditure of Agreement funds as required by applicable State and Federal requirements.
- * For state funded construction, demolition, or land acquisitions, comply with Governor Executive Order 21-02, Archaeological and Cultural Resources.
- For projects with any federal involvement, comply with the National Historic Preservation Act of 1966 (Section 106).

Agreement No: WQSWCAP-2527-Tumwat-00209

Project Title: 2025-2027 Biennial Stormwater Capacity Grant

Recipient Name: City of Tumwater

b) If required by the ECOLOGY Program, submit an Inadvertent Discovery Plan (IDP) to ECOLOGY prior to implementing any project that involves field activities. ECOLOGY will provide the IDP form.

RECIPIENT shall:

- Keep the IDP at the project site.
- Make the IDP readily available to anyone working at the project site.
- Discuss the IDP with staff, volunteers, and contractors working at the project site.
- Implement the IDP when Cultural Resources or human remains are found at the project site.

c) If any Cultural Resources are found while conducting work under this Agreement, follow the protocol outlined in the project IDP.

- Immediately stop work and notify the ECOLOGY Program, who will notify the Department of Archaeology and Historic Preservation at (360) 586-3065, any affected Tribe, and the local government.

d) If any human remains are found while conducting work under this Agreement, follow the protocol outlined in the project IDP.

- Immediately stop work and notify the local Law Enforcement Agency or Medical Examiner/Coroner's Office, the Department of Archaeology and Historic Preservation at (360) 790-1633, and then the ECOLOGY Program.

e) Comply with RCW 27.53, RCW 27.44, and RCW 68.50.645, and all other applicable local, state, and federal laws protecting Cultural Resources and human remains.

5. ASSIGNMENT

No right or claim of the RECIPIENT arising under this Agreement shall be transferred or assigned by the RECIPIENT.

6. COMMUNICATION

RECIPIENT shall make every effort to maintain effective communications with the RECIPIENT's designees, ECOLOGY, all affected local, state, or federal jurisdictions, and any interested individuals or groups.

7. COMPENSATION

- a) Any work performed prior to effective date of this Agreement will be at the sole expense and risk of the RECIPIENT. ECOLOGY must sign the Agreement before any payment requests can be submitted.
- b) Payments will be made on a reimbursable basis for approved and completed work as specified in this Agreement.
- c) RECIPIENT is responsible to determine if costs are eligible. Any questions regarding eligibility should be clarified with ECOLOGY prior to incurring costs. Costs that are conditionally eligible require approval by ECOLOGY prior to expenditure.
- d) RECIPIENT shall not invoice more than once per month unless agreed on by ECOLOGY.
- e) ECOLOGY will not process payment requests without the proper reimbursement forms, Progress Report and supporting documentation. ECOLOGY will provide instructions for submitting payment requests.
- f) ECOLOGY will pay the RECIPIENT thirty (30) days after receipt of a properly completed request for payment.
- g) RECIPIENT will receive payment through Washington State's Office of Financial Management's Statewide Payee Desk. To receive payment you must register as a statewide vendor by submitting a statewide vendor registration form and an IRS W-9 form at website, <https://ofm.wa.gov/it-systems/statewide-vendorpayee-services>. If you have questions about the vendor registration process, you can contact Statewide Payee Help Desk at (360) 407-8180 or email PayeeRegistration@ofm.wa.gov.
- h) ECOLOGY may, at its sole discretion, withhold payments claimed by the RECIPIENT if the RECIPIENT fails to satisfactorily comply with any term or condition of this Agreement.
- i) Monies withheld by ECOLOGY may be paid to the RECIPIENT when the work described herein, or a portion thereof, has been completed if, at ECOLOGY's sole discretion, such payment is reasonable and approved according to this Agreement, as appropriate, or upon completion of an audit as specified herein.

Agreement No: WQSWCAP-2527-Tumwat-00209

Project Title: 2025-2027 Biennial Stormwater Capacity Grant

Recipient Name: City of Tumwater

j) RECIPIENT must submit within thirty (30) days after the expiration date of this Agreement, all financial, performance, and other reports required by this Agreement. Failure to comply may result in delayed reimbursement.

8. COMPLIANCE WITH ALL LAWS

RECIPIENT agrees to comply fully with all applicable federal, state and local laws, orders, regulations, and permits related to this Agreement, including but not limited to:

- a) RECIPIENT agrees to comply with all applicable laws, regulations, and policies of the United States and the State of Washington which affect wages and job safety.
- b) RECIPIENT agrees to be bound by all applicable federal and state laws, regulations, and policies against discrimination.
- c) RECIPIENT certifies full compliance with all applicable state industrial insurance requirements.
- d) RECIPIENT agrees to secure and provide assurance to ECOLOGY that all the necessary approvals and permits required by authorities having jurisdiction over the project are obtained. RECIPIENT must include time in their project timeline for the permit and approval processes.

ECOLOGY shall have the right to immediately terminate for cause this Agreement as provided herein if the RECIPIENT fails to comply with above requirements.

If any provision of this Agreement violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

9. CONFLICT OF INTEREST

RECIPIENT and ECOLOGY agree that any officer, member, agent, or employee, who exercises any function or responsibility in the review, approval, or carrying out of this Agreement, shall not have any personal or financial interest, direct or indirect, nor affect the interest of any corporation, partnership, or association in which he/she is a part, in this Agreement or the proceeds thereof.

10. CONTRACTING FOR GOODS AND SERVICES

RECIPIENT may contract to buy goods or services related to its performance under this Agreement. RECIPIENT shall award all contracts for construction, purchase of goods, equipment, services, and professional architectural and engineering services through a competitive process, if required by State law. RECIPIENT is required to follow procurement procedures that ensure legal, fair, and open competition.

RECIPIENT must have a standard procurement process or follow current state procurement procedures. RECIPIENT may be required to provide written certification that they have followed their standard procurement procedures and applicable state law in awarding contracts under this Agreement.

ECOLOGY reserves the right to inspect and request copies of all procurement documentation, and review procurement practices related to this Agreement. Any costs incurred as a result of procurement practices not in compliance with state procurement law or the RECIPIENT's normal procedures may be disallowed at ECOLOGY's sole discretion.

11. DISPUTES

When there is a dispute with regard to the extent and character of the work, or any other matter related to this Agreement the determination of ECOLOGY will govern, although the RECIPIENT shall have the right to appeal decisions as provided for below:

- a) RECIPIENT notifies the funding program of an appeal request.
- b) Appeal request must be in writing and state the disputed issue(s).
- c) RECIPIENT has the opportunity to be heard and offer evidence in support of its appeal.
- d) ECOLOGY reviews the RECIPIENT's appeal.
- e) ECOLOGY sends a written answer within ten (10) business days, unless more time is needed, after concluding the

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review.

The decision of ECOLOGY from an appeal will be final and conclusive, unless within thirty (30) days from the date of such decision, the RECIPIENT furnishes to the Director of ECOLOGY a written appeal. The decision of the Director or duly authorized representative will be final and conclusive.

The parties agree that this dispute process will precede any action in a judicial or quasi-judicial tribunal.

Appeals of the Director's decision will be brought in the Superior Court of Thurston County. Review of the Director's decision will not be taken to Environmental and Land Use Hearings Office.

Pending final decision of a dispute, the RECIPIENT agrees to proceed diligently with the performance of this Agreement and in accordance with the decision rendered.

Nothing in this Agreement will be construed to limit the parties' choice of another mutually acceptable method, in addition to the dispute resolution procedure outlined above.

12. ENVIRONMENTAL DATA STANDARDS

a) RECIPIENT shall prepare a Quality Assurance Project Plan (QAPP) for a project that collects or uses environmental measurement data. RECIPIENTS unsure about whether a QAPP is required for their project shall contact the ECOLOGY Program issuing the grant or loan. If a QAPP is required, the RECIPIENT shall:

- Use ECOLOGY's QAPP Template/Checklist provided by the ECOLOGY, unless ECOLOGY Quality Assurance (QA) officer or the Program QA coordinator instructs otherwise.
- Follow ECOLOGY's Guidelines for Preparing Quality Assurance Project Plans for Environmental Studies, July 2004 (Ecology Publication No. 04-03-030).
- Submit the QAPP to ECOLOGY for review and approval before the start of the work.

b) RECIPIENT shall submit environmental data that was collected on a project to ECOLOGY using the Environmental Information Management system (EIM), unless the ECOLOGY Program instructs otherwise. The RECIPIENT must confirm with ECOLOGY that complete and correct data was successfully loaded into EIM, find instructions at: <http://www.ecy.wa.gov/eim>.

c) RECIPIENT shall follow ECOLOGY's data standards when Geographic Information System (GIS) data is collected and processed. Guidelines for Creating and Accessing GIS Data are available at: <https://ecology.wa.gov/Research-Data/Data-resources/Geographic-Information-Systems-GIS/Standards>. RECIPIENT, when requested by ECOLOGY, shall provide copies to ECOLOGY of all final GIS data layers, imagery, related tables, raw data collection files, map products, and all metadata and project documentation.

13. GOVERNING LAW

This Agreement will be governed by the laws of the State of Washington, and the venue of any action brought hereunder will be in the Superior Court of Thurston County.

14. INDEMNIFICATION

ECOLOGY will in no way be held responsible for payment of salaries, consultant's fees, and other costs related to the project described herein, except as provided in the Scope of Work.

To the extent that the Constitution and laws of the State of Washington permit, each party will indemnify and hold the other harmless from and against any liability for any or all injuries to persons or property arising from the negligent act or omission of that party or that party's agents or employees arising out of this Agreement.

15. INDEPENDENT STATUS

The employees, volunteers, or agents of each party who are engaged in the performance of this Agreement will continue to be employees, volunteers, or agents of that party and will not for any purpose be employees, volunteers, or agents of the other party.

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16. KICKBACKS

RECIPIENT is prohibited from inducing by any means any person employed or otherwise involved in this Agreement to give up any part of the compensation to which he/she is otherwise entitled to or receive any fee, commission, or gift in return for award of a subcontract hereunder.

17. MINORITY AND WOMEN'S BUSINESS ENTERPRISES (MWBE)

RECIPIENT is encouraged to solicit and recruit, to the extent possible, certified minority-owned (MBE) and women-owned (WBE) businesses in purchases and contracts initiated under this Agreement.

Contract awards or rejections cannot be made based on MWBE participation; however, the RECIPIENT is encouraged to take the following actions, when possible, in any procurement under this Agreement:

- a) Include qualified minority and women's businesses on solicitation lists whenever they are potential sources of goods or services.
- b) Divide the total requirements, when economically feasible, into smaller tasks or quantities, to permit maximum participation by qualified minority and women's businesses.
- c) Establish delivery schedules, where work requirements permit, which will encourage participation of qualified minority and women's businesses.
- d) Use the services and assistance of the Washington State Office of Minority and Women's Business Enterprises (OMWBE) (866-208-1064) and the Office of Minority Business Enterprises of the U.S. Department of Commerce, as appropriate.

18. ORDER OF PRECEDENCE

In the event of inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: (a) applicable federal and state statutes and regulations; (b) The Agreement; (c) Scope of Work; (d) Special Terms and Conditions; (e) Any provisions or terms incorporated herein by reference, including the "Administrative Requirements for Recipients of Ecology Grants and Loans"; (f) Ecology Funding Program Guidelines; and (g) General Terms and Conditions.

19. PRESENTATION AND PROMOTIONAL MATERIALS

ECOLOGY reserves the right to approve RECIPIENT's communication documents and materials related to the fulfillment of this Agreement:

- a) If requested, RECIPIENT shall provide a draft copy to ECOLOGY for review and approval ten (10) business days prior to production and distribution.
- b) RECIPIENT shall include time for ECOLOGY's review and approval process in their project timeline.
- c) If requested, RECIPIENT shall provide ECOLOGY two (2) final copies and an electronic copy of any tangible products developed.

Copies include any printed materials, and all tangible products developed such as brochures, manuals, pamphlets, videos, audio tapes, CDs, curriculum, posters, media announcements, or gadgets with a message, such as a refrigerator magnet, and any online communications, such as web pages, blogs, and twitter campaigns. If it is not practical to provide a copy, then the RECIPIENT shall provide a description (photographs, drawings, printouts, etc.) that best represents the item.

Any communications intended for public distribution that uses ECOLOGY's logo shall comply with ECOLOGY's graphic requirements and any additional requirements specified in this Agreement. Before the use of ECOLOGY's logo contact ECOLOGY for guidelines.

RECIPIENT shall acknowledge in the communications that funding was provided by ECOLOGY.

20. PROGRESS REPORTING

- a) RECIPIENT must satisfactorily demonstrate the timely use of funds by submitting payment requests and progress

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reports to ECOLOGY. ECOLOGY reserves the right to amend or terminate this Agreement if the RECIPIENT does not document timely use of funds.

b) RECIPIENT must submit a progress report with each payment request. Payment requests will not be processed without a progress report. ECOLOGY will define the elements and frequency of progress reports.

c) RECIPIENT shall use ECOLOGY's provided progress report format.

d) Quarterly progress reports will cover the periods from January 1 through March 31, April 1 through June 30, July 1 through September 30, and October 1 through December 31. Reports shall be submitted within thirty (30) days after the end of the quarter being reported.

e) RECIPIENT must submit within thirty (30) days of the expiration date of the project, unless an extension has been approved by ECOLOGY, all financial, performance, and other reports required by the Agreement and funding program guidelines. RECIPIENT shall use the ECOLOGY provided closeout report format.

21. PROPERTY RIGHTS

a) Copyrights and Patents. When the RECIPIENT creates any copyrightable materials or invents any patentable property under this Agreement, the RECIPIENT may copyright or patent the same but ECOLOGY retains a royalty free, nonexclusive, and irrevocable license to reproduce, publish, recover, or otherwise use the material(s) or property, and to authorize others to use the same for federal, state, or local government purposes.

b) Publications. When the RECIPIENT or persons employed by the RECIPIENT use or publish ECOLOGY information; present papers, lectures, or seminars involving information supplied by ECOLOGY; or use logos, reports, maps, or other data in printed reports, signs, brochures, pamphlets, etc., appropriate credit shall be given to ECOLOGY.

c) Presentation and Promotional Materials. ECOLOGY shall have the right to use or reproduce any printed or graphic materials produced in fulfillment of this Agreement, in any manner ECOLOGY deems appropriate. ECOLOGY shall acknowledge the RECIPIENT as the sole copyright owner in every use or reproduction of the materials.

d) Tangible Property Rights. ECOLOGY's current edition of "Administrative Requirements for Recipients of Ecology Grants and Loans," shall control the use and disposition of all real and personal property purchased wholly or in part with funds furnished by ECOLOGY in the absence of state and federal statutes, regulations, or policies to the contrary, or upon specific instructions with respect thereto in this Agreement.

e) Personal Property Furnished by ECOLOGY. When ECOLOGY provides personal property directly to the RECIPIENT for use in performance of the project, it shall be returned to ECOLOGY prior to final payment by ECOLOGY. If said property is lost, stolen, or damaged while in the RECIPIENT's possession, then ECOLOGY shall be reimbursed in cash or by setoff by the RECIPIENT for the fair market value of such property.

f) Acquisition Projects. The following provisions shall apply if the project covered by this Agreement includes funds for the acquisition of land or facilities:

1. RECIPIENT shall establish that the cost is fair value and reasonable prior to disbursement of funds provided for in this Agreement.

2. RECIPIENT shall provide satisfactory evidence of title or ability to acquire title for each parcel prior to disbursement of funds provided by this Agreement. Such evidence may include title insurance policies, Torrens certificates, or abstracts, and attorney's opinions establishing that the land is free from any impediment, lien, or claim which would impair the uses intended by this Agreement.

g) Conversions. Regardless of the Agreement expiration date, the RECIPIENT shall not at any time convert any equipment, property, or facility acquired or developed under this Agreement to uses other than those for which assistance was originally approved without prior written approval of ECOLOGY. Such approval may be conditioned upon payment to ECOLOGY of that portion of the proceeds of the sale, lease, or other conversion or encumbrance which monies granted pursuant to this Agreement bear to the total acquisition, purchase, or construction costs of such property.

22. RECORDS, AUDITS, AND INSPECTIONS

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RECIPIENT shall maintain complete program and financial records relating to this Agreement, including any engineering documentation and field inspection reports of all construction work accomplished.

All records shall:

- a) Be kept in a manner which provides an audit trail for all expenditures.
- b) Be kept in a common file to facilitate audits and inspections.
- c) Clearly indicate total receipts and expenditures related to this Agreement.
- d) Be open for audit or inspection by ECOLOGY, or by any duly authorized audit representative of the State of Washington, for a period of at least three (3) years after the final grant payment or loan repayment, or any dispute resolution hereunder.

RECIPIENT shall provide clarification and make necessary adjustments if any audits or inspections identify discrepancies in the records.

ECOLOGY reserves the right to audit, or have a designated third party audit, applicable records to ensure that the state has been properly invoiced. Any remedies and penalties allowed by law to recover monies determined owed will be enforced. Repetitive instances of incorrect invoicing or inadequate records may be considered cause for termination.

All work performed under this Agreement and any property and equipment purchased shall be made available to ECOLOGY and to any authorized state, federal or local representative for inspection at any time during the course of this Agreement and for at least three (3) years following grant or loan termination or dispute resolution hereunder.

RECIPIENT shall provide right of access to ECOLOGY, or any other authorized representative, at all reasonable times, in order to monitor and evaluate performance, compliance, and any other conditions under this Agreement.

23. RECOVERY OF FUNDS

The right of the RECIPIENT to retain monies received as reimbursement payments is contingent upon satisfactory performance of this Agreement and completion of the work described in the Scope of Work.

All payments to the RECIPIENT are subject to approval and audit by ECOLOGY, and any unauthorized expenditure(s) or unallowable cost charged to this Agreement shall be refunded to ECOLOGY by the RECIPIENT.

RECIPIENT shall refund to ECOLOGY the full amount of any erroneous payment or overpayment under this Agreement.

RECIPIENT shall refund by check payable to ECOLOGY the amount of any such reduction of payments or repayments within thirty (30) days of a written notice. Interest will accrue at the rate of twelve percent (12%) per year from the time ECOLOGY demands repayment of funds.

Any property acquired under this Agreement, at the option of ECOLOGY, may become ECOLOGY's property and the RECIPIENT's liability to repay monies will be reduced by an amount reflecting the fair value of such property.

24. SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, and to this end the provisions of this Agreement are declared to be severable.

25. STATE ENVIRONMENTAL POLICY ACT (SEPA)

RECIPIENT must demonstrate to ECOLOGY's satisfaction that compliance with the requirements of the State Environmental Policy Act (Chapter 43.21C RCW and Chapter 197-11 WAC) have been or will be met. Any reimbursements are subject to this provision.

26. SUSPENSION

When in the best interest of ECOLOGY, ECOLOGY may at any time, and without cause, suspend this Agreement or any portion thereof for a temporary period by written notice from ECOLOGY to the RECIPIENT. RECIPIENT shall resume performance on the next business day following the suspension period unless another day is specified by ECOLOGY.

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27. SUSTAINABLE PRACTICES

In order to sustain Washington's natural resources and ecosystems, the RECIPIENT is fully encouraged to implement sustainable practices and to purchase environmentally preferable products under this Agreement.

a) Sustainable practices may include such activities as: use of clean energy, use of double-sided printing, hosting low impact meetings, and setting up recycling and composting programs.

b) Purchasing may include such items as: sustainably produced products and services, EPEAT registered computers and imaging equipment, independently certified green cleaning products, remanufactured toner cartridges, products with reduced packaging, office products that are refillable, rechargeable, and recyclable, 100% post-consumer recycled paper, and toxic free products.

For more suggestions visit ECOLOGY's web page, Green Purchasing,
<https://ecology.wa.gov/Regulations-Permits/Guidance-technical-assistance/Sustainable-purchasing>.

28. TERMINATION

a) For Cause

ECOLOGY may terminate for cause this Agreement with a seven (7) calendar days prior written notification to the RECIPIENT, at the sole discretion of ECOLOGY, for failing to perform an Agreement requirement or for a material breach of any term or condition. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

Failure to Commence Work. ECOLOGY reserves the right to terminate this Agreement if RECIPIENT fails to commence work on the project funded within four (4) months after the effective date of this Agreement, or by any date mutually agreed upon in writing for commencement of work, or the time period defined within the Scope of Work.

Non-Performance. The obligation of ECOLOGY to the RECIPIENT is contingent upon satisfactory performance by the RECIPIENT of all of its obligations under this Agreement. In the event the RECIPIENT unjustifiably fails, in the opinion of ECOLOGY, to perform any obligation required of it by this Agreement, ECOLOGY may refuse to pay any further funds, terminate in whole or in part this Agreement, and exercise any other rights under this Agreement.

Despite the above, the RECIPIENT shall not be relieved of any liability to ECOLOGY for damages sustained by ECOLOGY and the State of Washington because of any breach of this Agreement by the RECIPIENT. ECOLOGY may withhold payments for the purpose of setoff until such time as the exact amount of damages due ECOLOGY from the RECIPIENT is determined.

b) For Convenience

ECOLOGY may terminate for convenience this Agreement, in whole or in part, for any reason when it is the best interest of ECOLOGY, with a thirty (30) calendar days prior written notification to the RECIPIENT, except as noted below. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

Non-Allocation of Funds. ECOLOGY's ability to make payments is contingent on availability of funding. In the event funding from state, federal or other sources is withdrawn, reduced, or limited in any way after the effective date and prior to the completion or expiration date of this Agreement, ECOLOGY, at its sole discretion, may elect to terminate the Agreement, in whole or part, or renegotiate the Agreement, subject to new funding limitations or conditions.

ECOLOGY may also elect to suspend performance of the Agreement until ECOLOGY determines the funding insufficiency is resolved. ECOLOGY may exercise any of these options with no notification or restrictions, although ECOLOGY will make a reasonable attempt to provide notice.

In the event of termination or suspension, ECOLOGY will reimburse eligible costs incurred by the RECIPIENT through the effective date of termination or suspension. Reimbursed costs must be agreed to by ECOLOGY and the RECIPIENT. In no event shall ECOLOGY's reimbursement exceed ECOLOGY's total responsibility under the Agreement and any amendments.

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If payments have been discontinued by ECOLOGY due to unavailable funds, the RECIPIENT shall not be obligated to repay monies which had been paid to the RECIPIENT prior to such termination.

RECIPIENT's obligation to continue or complete the work described in this Agreement shall be contingent upon availability of funds by the RECIPIENT's governing body.

c) By Mutual Agreement

ECOLOGY and the RECIPIENT may terminate this Agreement, in whole or in part, at any time, by mutual written agreement.

d) In Event of Termination

All finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, reports or other materials prepared by the RECIPIENT under this Agreement, at the option of ECOLOGY, will become property of ECOLOGY and the RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Nothing contained herein shall preclude ECOLOGY from demanding repayment of all funds paid to the RECIPIENT in accordance with Recovery of Funds, identified herein.

29. THIRD PARTY BENEFICIARY

RECIPIENT shall ensure that in all subcontracts entered into by the RECIPIENT pursuant to this Agreement, the state of Washington is named as an express third party beneficiary of such subcontracts with full rights as such.

30. WAIVER

Waiver of a default or breach of any provision of this Agreement is not a waiver of any subsequent default or breach, and will not be construed as a modification of the terms of this Agreement unless stated as such in writing by the authorized representative of ECOLOGY.

End of General Terms and Conditions

TO: City Council
FROM: Brittaney McClanahan, Executive Department
DATE: February 3, 2026
SUBJECT: Capital Area Regional Public Facilities District Board of Directors Reappointment of Chris Leicht

1) Recommended Action:

Approve Mayor Dahlhoff's reappointment of Chris Leicht as a regional representative to the Capital Area Regional Public Facilities District (CAR-PFD) Board of Directors to serve an additional 4-year term.

2) Background:

In 2003, the cities of Tumwater, Lacey, Olympia, and Thurston County formed a Public Facilities District for the purpose of accessing state sales and use tax revenues for Lacey's Regional Athletic Complex and Olympia's Hands on Children's Museum.

In accordance with statutory requirements, a seven-member CAR-PFD Board of Directors was appointed by the participating jurisdictions. The intergovernmental agreement provides that each agency select one board representative with the remaining three regional or "at large" seats to be selected by agreement of the cities and Thurston County. Each participating jurisdiction will need to confirm the reappointment of Chris Leicht to the CARPFD Board of Directors. With this reappointment Chris' term will expire March 1, 2030. Board members serve 4-year staggered terms.

3) Policy Support:

Strategic Goals & Priorities 2026-2032:

Partnership | We work in partnership with residents, businesses, and community organizations and governments to address challenges and advance shared goals.

4) Alternatives:

Do not reappoint Chris Leicht to the CAR-PFD Board of Directors

5) Fiscal Notes:

The duties of the CARPFD Board of Directors are solely fiduciary in that they are responsible to issue an annual report regarding Public Facilities District revenues, distributions, and expenditures.

6) Attachments:

A. Capital Area Regional Public Facilities Board of Directors

Capital Area Regional – Public Facilities District

Established in 2003

Board of Directors

Four Year Term - No Term Limits

David Brine, President (2025)

City of Olympia Representative

Appointed: 12.04.2007

Reappointed: 03.01.2011, 2015, 02.05.2019, 02.13.2023

Term Expiration: 03.01.2027

(H) 360.280.9898

d.brine@comcast.net

Ken Parsons, Secretary/Treasurer

(2025)

Thurston County Representative

Appointed: 02.25.2003

Reappointed: 02.12.2007, 03.01.2011, 2015, 09.18.2018, 11.22.2022

Term Expiration: 03.01.2027

(360) 791-4433

wa.kenparsons@gmail.com

Chris Leicht

District-wide Appointee

Appointed: 04.01.2010

Reappointed: 05.22.2014, 07.12.2018, 02.17.2022

Term Expiration: 03.01.2026

(H) 360.352.1949

(C) 360.239.2179

leichtc@comcast.net

Vacant

City of Tumwater Representative

Whitney Godby
City of Lacey Representative
Appointed: 06.18.2024
Term Expiration: 03.01.2027
360.684.2187
Whitney.Godby@gmail.com

Ann Campbell
District-wide Appointee
Appointed: 08.05.2025
Term Expiration: 03.01.2028
(360) 259-4260
Mwcampbell2@msn.com

Jeff Line
District-wide Appointee
Appointed: 08.05.2025
Term Expiration: 03.01.2029
(253) 576-9032
Line98@comcast.net

City of Lacey Administrative Support
City Clerk's Office
Lacey City Hall
420 College St SE
Lacey WA 98503
360.486.8704
CityClerk@cityoflacey.org

TO: City Council
FROM: Paul Simmons, City Administrator
DATE: February 3, 2026
SUBJECT: Resolution No. R2026-003, In Support of Tumwater School District Replacement Safety, Technology, & Capital Improvements Levy

1) Recommended Action:

Adopt Resolution No. R2026-003, In Support of Tumwater School District Replacement Safety, Technology, & Capital Improvements Levy.

2) Background:

The Tumwater School District has requested an opportunity to provide an informational briefing to the Council regarding their Proposition No. 1 – Replacement Safety, Technology, and Capital Improvements Levy, which will appear on the February 10, 2026, Special Election ballot. The Replacement Safety, Technology, and Capital Improvements levy is a local property tax that helps school districts pay for educational programs and operations costs that the state does not fully fund.

3) Policy Support:

2026-2032 Strategic Priorities & Goals:

Vibrant, Livable, and Inclusive Community - Build a community recognized for quality, compassion, and humanity.

4) Alternatives:

- Authorize the Mayor to sign Resolution No. R2026-003
- Do not authorize

5) Fiscal Notes:

There are no costs to the city of this resolution. Tumwater School District is asking the community to consider a funding measure for 2027-2032. This is not a new tax. It will replace the existing levy.

6) Attachments:

- A. Resolution No. R2026-003, In Support of Tumwater School District Replacement Safety, Technology, & Capital Improvements Levy
- B. Tumwater School District Levy Brochure

RESOLUTION NO. R2026-003

A RESOLUTION of the City Council of the City of Tumwater, Washington, expressing support for the Tumwater School District Safety, Technology, and Capital Improvements Levy on February 10, 2026, Special Election Ballot.

WHEREAS, voters within the Tumwater School District will be presented with a proposition authorizing a six-year replacement levy of property taxes for the purpose of supporting dozens of projects across school safety, technology and capital improvements in the Special Election on February 10, 2026; and

WHEREAS, the local levy significantly contributes to student learning by providing additional funding to fund digital safeguards for student and staff data, security cameras to monitor campus safety, replace aging projectors and audio in classrooms and fund major repairs and renovations on roofs, fields, playgrounds, bathrooms, parking lots and other school and community spaces in all 11 schools to help the facilities and technology meet each child's educational needs; and

WHEREAS, the rates for this levy will range from 53 cents to 74 cents per \$1,000 of assessed property value to keep combined taxes stable and provide necessary funding across Tumwater schools; and

WHEREAS, the Tumwater School District adopted Resolution No. 05-25-26 on November 5, 2025, to submit to the qualified voters of Tumwater, at a special election to be held on February 10, 2026, a proposition with the following official Ballot Title:

PROPOSITION NO. 1 TUMWATER SCHOOL DISTRICT NO. 33 REPLACEMENT SAFETY, TECHNOLOGY AND CAPITAL IMPROVEMENTS LEVY

The Board of Directors of Tumwater School District No. 33 adopted Resolution No. 05-25-26, authorizing a replacement levy to continue support for educational programs. This proposition would authorize the District to levy the following excess taxes, replacing an expiring levy, on all taxable property within the District, for educational programs and operations not fully funded by the State (including special education, nurses, counselors, safety staff, graduation readiness, career/technical, athletics, extracurricular activities):

| <u>Collection Year</u> | <u>Estimated Levy Rate/\$1,000 Assessed Value</u> | <u>Maximum Levy Amount</u> |
|------------------------|---|--------------------------------|
| 2027 | \$.53 | \$5,900,000 |
| 2028 | \$.53 | \$6,200,000 |
| 2029 | \$.70 | \$8,500,000 |
| 2030 | \$.72 | \$9,000,000 |
| 2031 | \$.73 | \$9,500,000 |
| 2032 | \$.74 | \$10,000,000 |

all as provided in Resolution No. 05-25-26. Should this proposition be approved?

Yes

No

WHEREAS, the City Council of Tumwater places great importance on youth education and acknowledges that excellent schools are an asset to the Tumwater Community; and

WHEREAS, prior to taking action on this resolution, the City of Tumwater provided an opportunity for those supporting and opposing the measure to provide testimony at this, the February 3, 2026, City Council meeting; and

WHEREAS, the City Council finds that it is in the best interest of Tumwater residents and the City to express its collective position in support of Tumwater School District Proposition No. 1 Safety, Technology and Capital Improvements Levy.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF TUMWATER AS FOLLOWS:

Section 1. The City of Tumwater City Council supports the Tumwater School District Proposition No. 1 Safety, Technology and Capital Improvements Levy which will be presented to the voters on the February 10, 2026, Special Election Ballot.

Section 2. Ratification. Any act consistent with the authority and prior to the effective date of this Resolution is hereby ratified and affirmed.

Section 3. Severability. The provisions of this Resolution are declared separate and severable. The invalidity of any clause, sentence, paragraph, subdivision, section, or portion of this Resolution or the invalidity of the application thereof to any person or circumstance, shall not affect the validity of the remainder of the Resolution, or the validity of its application to other persons or circumstances.

Section 4. Effective Date. This Resolution shall become effective immediately upon adoption and signature as provided by law.

RESOLVED this 3rd day of February, 2026.

CITY OF TUMWATER

Leatta Dahlhoff, Mayor

ATTEST:

Melody Valiant, City Clerk

APPROVED AS TO FORM:

Karen Kirkpatrick, City Attorney

SAFETY, TECHNOLOGY, and CAPITAL IMPROVEMENTS

2027–32 REPLACEMENT LEVY

FEBRUARY 10, 2026

1 Digital Safeguards and Security Improvements

Funding for digital safeguards for student and staff data, security cameras to monitor campus safety, campus-to-campus communication, and improved pickup-up/drop-off areas.

2 Cutting-Edge Technology for Future-Ready Grads

Funding for one-to-one student technology, classroom audio and projectors, key instructional software tools, and network infrastructure updates.

3 Repairs and Renovations at All Tumwater Schools

Funding for major repairs and renovations on roofs, fields, playgrounds, bathrooms, parking lots, and other school and community spaces.

LEVY FUNDING

This levy would generate \$49.1 million for Tumwater School District over six years. The district estimates that the combined school tax rate would not increase during this period. As the district's bond debt decreases, the capital levy amount would increase. The replacement levy rate is projected to be lower in 2027 than in 2026.

 For a ratepayer with an average-priced home in Tumwater, the estimated amount collected beginning in 2027 is approximately \$286, which is less than the amount collected in 2026.



Our Promise

In Tumwater, every student is known by name, strength, and need and is prepared for the future they envision.

Voters, thank you for helping support our students through the 2023–26 Safety, Technology, and Capital Improvements Levy. Over the past four years, your support has helped prepare thousands of students for the future of their dreams.



Innovate. Prepare. Repair.
REPLACEMENT CAPITAL LEVY 2027
Tumwater School District



Want to know more?

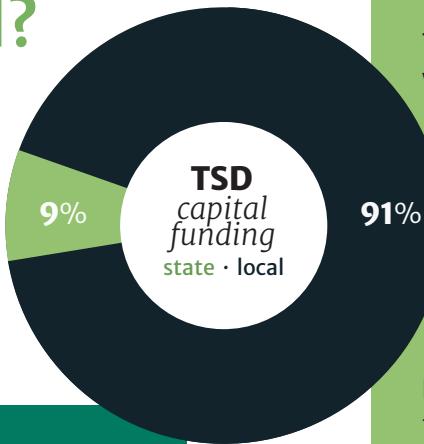
360-709-7000

tumwater.k12.wa.us

How is Tumwater School District funded?

FOR CAPITAL EXPENDITURES

The state provides less than 10% of the funding for the district's capital needs. This funding is not enough to keep our schools safe, modern, and welcoming for students and our community.



What's on the ballot?

This February, voters will have the chance to consider a six-year funding measure for 2027–2032. This is a replacement levy.

If you live in Tumwater School District, this measure will appear on your ballot as Proposition No. 1 — Replacement Safety, Technology, and Capital Improvements Levy Resolution No. 05-25-26. You can read the full resolution text on our website or in the Thurston County Voters' Guide.



If approved, the levy would fund dozens of projects across school safety, technology, and capital improvements.

This funding would help replace aging projectors in classrooms and damaged playground equipment (right).

The levy funds improvements at all 11 schools to help our facilities and technology meet each child's educational needs.

and **much** more!



The Bottom Line

This levy helps close the gap between what the state provides for capital improvements, and what our system needs to educate our students in modern school buildings with current technology. Because bond debt will lower over the next six years, the rate from the replacement capital levy will range from 53¢ to 74¢ per \$1,000 of assessed property value to keep combined taxes stable and provide necessary funding across Tumwater schools.

Projected Combined Tax Rate

per \$1,000 of assessed property value

| 2027 | 2028 | 2029 | 2030 | 2031 | 2032 |
|-----------------------------------|-----------------------------------|--------------------------------|--------------------------------|------------------------------|------------------------------|
| \$4.09 \$2.41 53¢ \$1.15 | \$4.08 \$2.41 53¢ \$1.14 | \$3.71 \$2.41 70¢ 59¢ | \$3.61 \$2.41 72¢ 48¢ | \$3.31 \$2.41 73¢ * | \$3.32 \$2.41 74¢ * |

■ EP&O levy ■ Capital levy ■ Bond

* Bond rate drops to 17¢ per \$1,000 in 2031/2032

FAST FACTS



Tumwater School District has 11 schools.



We serve more than 6,000 students.



Our 814 staff make learning happen.

Their future is in our hands.

Please remember to vote by February 10, 2026. Learn more about the voting process and levy exemptions for eligible seniors and people with disabilities at thurstoncountywa.gov/departments/auditor/elections.

Want to learn more about the levy? Visit www.tumwater.k12.wa.us, send your questions to tsd.levy.information@tumwater.k12.wa.us, or call 360-709-7000.

TO: City Council
FROM: Alyssa Jones Wood, Sustainability Manager
DATE: February 3, 2026
SUBJECT: Resolution No. R2026-001, Updating Greenhouse Gas Emission Reduction Targets

1) Recommended Action:

Adopt Resolution No. R2026-001, Updating Greenhouse Gas Emission Reduction Targets via City Council considerations.

This resolution was recommended for adoption by the Public Works Committee at their January 22, 2026, meeting.

2) Background:

This resolution updates the City's greenhouse gas emissions reduction targets to be consistent with the 2025 Comprehensive Plan update and Washington State targets.

3) Policy Support:

- City Council Strategic Priorities and Goals 2025-2026: Be a Leader in Environmental Health and Sustainability.
- Climate Element of Comprehensive Plan, adopted via Ordinance No. O2025-010.
- RCW 70A.45.020

4) Alternatives:

Reject updating the city's greenhouse gas emission reduction goals and retain 2018 goals. This would require a Comprehensive Plan amendment to reduce the goals set forth in the Climate Element adopted in 2025.

5) Fiscal Notes:

The total cost to implement the Climate Element and Thurston Climate Mitigation Plan is in the process of being estimated. To date, the cost to reduce greenhouse gas emissions has been restricted to allocated city budget funding and awarded grants.

Resources for the Future published a [2021 report](#) estimating the social cost of each ton of carbon emissions to be between \$61.40 and \$194.

6) Attachments:

A. Resolution No. 2026-001, Updating Greenhouse Gas Emission Reduction Targets

RESOLUTION NO. R2026-001

A RESOLUTION of the City Council of the City of Tumwater, Washington adopting updated greenhouse gas emission reduction goals.

WHEREAS, in 2018 the City Council passed Resolution No. R2018-015 adopting a target to reduce communitywide greenhouse gas emissions 45% below 2015 levels by 2030 and 85 percent below 2015 levels by 2050; and

WHEREAS, the City Council passed Resolution No. R2021-001 accepting the Thurston Climate Mitigation Plan; and

WHEREAS, the City of Tumwater works with the cities of Lacey, Olympia, and Thurston County in the Thurston Climate Mitigation Collaborative to achieve efficiency in implementing regional efforts in the Thurston Climate Mitigation Plan; and

WHEREAS, the Department of Commerce's guidance for meeting new Growth Management Act requirements states that a jurisdiction's Climate Element of the 2025 Comprehensive Plan should be developed with an overall target of reaching net-zero emissions by 2050 utilizing a 2022 baseline (RCW 70A.45.120); and

WHEREAS, the Climate Element of the 2025 Comprehensive Plan aligns with the Washington State greenhouse gas emission reduction targets of achieving communitywide net-zero emissions by 2050 and utilizing a 2022 baseline developed for Thurston County; and

WHEREAS, the City Council passed Ordinance No. O2025-010 adopting the City of Tumwater 2025 Comprehensive Plan update, including the new Climate Element; and

WHEREAS, the City Council finds that the provisions of this Resolution are in the best interest of and protect the health, safety, and welfare of the Tumwater community.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF TUMWATER AS FOLLOWS:

Section 1. Adoption. The City of Tumwater adopts the goal to reduce communitywide greenhouse gas emissions to net-zero by 2050 (2022 baseline). The city will endeavor to achieve these goals via the implementation of the Climate

Element of the Tumwater 2025 Comprehensive Plan and Thurston Climate Mitigation Plan.

Section 2. Ratification. Any act consistent with the authority and prior to the effective date of this Resolution is hereby ratified and affirmed.

Section 3. Severability. The provisions of this Resolution are declared separate and severable. The invalidity of any clause, sentence, paragraph, subdivision, section, or portion of this Resolution or the invalidity of the application thereof to any person or circumstance, shall not affect the validity of the remainder of the Resolution, or the validity of its application to other persons or circumstances.

Section 4. Effective Date. This Resolution shall become effective immediately upon adoption and signature as provided by law.

RESOLVED this ____ day of _____, 20 ____.

CITY OF TUMWATER

Leatta Dahlhoff, Mayor

ATTEST:

Melody Valiant, City Clerk

APPROVED AS TO FORM:

Karen Kirkpatrick, City Attorney

TO: City Council
FROM: Brad Medrud, Community Development Director
DATE: February 3, 2026
SUBJECT: Salish Landing County Amendment Letter

1) Recommended Action:

Authorize the Mayor to sign the Salish Landing County Amendment Letter.

The letter was recommended for approval by the City Council at their January 27, 2026, Work Session meeting.

2) Background:

As part of the 2026-2027 Thurston County Comprehensive Plan Preliminary Docket process, the Board of County Commissioners are considering whether to keep the Salish Landing, otherwise known as the Bar Holdings LLC: Tumwater Urban Growth Area Swap, Land Use Amendment, and Rezone Amendment (Comprehensive Plan Amendment – CPA-22) on their annual Comprehensive Plan amendment docket.

The Bar Holdings LLC amendment to the Thurston County Comprehensive Plan and the City of Tumwater and Thurston County Joint Plan is a resident-requested amendment that was filed with the County in 2021, added to the Official County Docket by the Board in 2022, amended by the applicant in 2023 to include a proposed urban growth area land swap under RCW 36.70A.130(3)(c), and kept on the docket by the Board in 2024. As part of the implementation of City of Tumwater and Thurston County Joint Plan, Tumwater has provided comments on the amendment to the County in letters dated December 10, 2021, February 10, 2023, and March 13, 2024.

For the 2026-2027 County docketing process, the Board of County Commissioners have requested a letter from Mayor indicating Tumwater's support for the Salish Landing Comprehensive Plan amendment and for the amendment to remain on the County Comprehensive Plan Docket for review and action.

Board of County Commissioners are expected to approve the docket to continue to process amendment in the early spring of 2026. If the proposed amendment stays on the County docket, the City will request that an interlocal agreement be established between the City and the County to establish collective and individual responsibilities as part of the amendment process and subsequent development of the site.

The City Council held a work session on January 27, 2026, to discuss the letter and then place the letter on the City Council consideration calendar for their February 3, 2026, meeting with a recommendation to approve and authorize the Mayor to sign.

3) Policy Support:

Comprehensive Plan Land Use Element Goal LU-1.5 Coordinate the Land Use Element with all adopted regional plans and the plans of neighboring jurisdictions and special districts.

4) Alternatives:

None.

5) Fiscal Notes:

None.

6) Attachments:

- A. Salish Landing County Amendment Letter
- B. Presentation



February 3, 2026

Tye Menser, Chair
Thurston County Board of County Commissioners
3000 Pacific Ave SE, Suite 110
Olympia, WA 98501

RE: 2026-2027 Thurston County Comprehensive Plan Preliminary Docket Review
Bar Holdings LLC: Tumwater Urban Growth Area Swap, Land Use Amendment, and
Rezone
Original Application for Comprehensive Plan Amendment – CPA-22 (November
2021)
Revised Application (December 2023)

E-mailed to tye.menser@co.thurston.wa.us

Dear Mr. Menser:

Thank you for providing the opportunity for the City of Tumwater to review and provide our comments to the Board of County Commissioners as part of the 2026-2027 Thurston County Comprehensive Plan Preliminary Docket, specifically on the Bar Holdings LLC: Tumwater Urban Growth Area Swap, Land Use Amendment, and Rezone Amendment (Comprehensive Plan Amendment – CPA-22 (filed November 2021 and revised December 2023)).

The Thurston County-Wide Planning Policies, adopted by the Board of County Commissioners in 2015 and amended in 2025, establish the framework for coordinating the Thurston County and Tumwater's Comprehensive Plans and urban growth areas through the City of Tumwater and Thurston County Joint Plan. The Countywide Planning Policies support

Tumwater City Hall
555 Israel Road SW
Tumwater WA 98501

www.ci.tumwater.wa.us

the coordination of County and City urban growth area planning efforts, particularly Section III.3.1.

Background

The Bar Holdings LLC amendment to the Thurston County Comprehensive Plan and the City of Tumwater and Thurston County Joint Plan is a citizen-requested amendment that was filed in 2021, added to the Official County Docket by the Board in 2022, amended by the applicant in 2023 to include a proposed urban growth area land swap under RCW 36.70A.130(3)(c), and kept on the docket by the Board in 2024.

The 93rd Avenue SE and Old Highway 99 SE amendment area that is proposed to be added to the City's urban growth area is immediately adjacent to the Tumwater southeastern urban growth area. The proposed 93rd Avenue SE and Old Highway 99 SE amendment area will move the County's urban growth boundary and expand the Tumwater urban growth area to the southeast to include Thurston County Assessor Parcel numbers 1719220101, 11719210100, and 11719240302, which is approximately 46 acres.

The Bar Holdings LLC amendment would change the current land use designations and zoning classifications of Thurston County Assessor Parcel number 1719220101 from Rural Residential Resource 1/5 (RRR 1/5) to Mixed Use (MU) and General Commercial (GC), and of Thurston County Assessor Parcel numbers 11719210100 and 11719240302 from Rural Residential Resource 1/5 (RRR 1/5) to Light Industrial (LI).

The proposed Black Lake Boulevard SW and Sapp Road SW amendment area to be removed from the City's urban growth area is within the City's western urban growth area. It will move the County's urban growth boundary to the east and north and remove eighteen parcels of approximately 65 acres and change the current land use designations and zoning classifications of eighteen parcels from Heavy Industrial (HI), Single Family Low Density Residential (SFL), and Greenbelt (GB) to Rural Residential/Resource 1/5 (RRR 1/5) and Rural Resource Industrial (RRI).

Tumwater originally provided comments on the Bar Holdings LLC amendment to the County in letters dated December 10, 2021, February 10, 2023, and March 13, 2024. We ask that these letters be included in the comments sent to the Board of County Commissioners for the 2026-2027 Thurston County Comprehensive Plan Preliminary Docket Review.

City of Tumwater's Position

The Tumwater Mayor and City Council support the vision for future development of the 93rd Avenue SE and Old Highway 99 SE amendment area in the conceptual plan presented by the applicants to the City in February 2024 and to the City Council on April 22, 2025. With the recent significant addition of hundreds of single-family housing units in southern Tumwater, having goods and services located much closer to these residents would reduce miles traveled, ease road congestion, and reduce carbon emissions.

The conceptual plan also included space for a YMCA, a project that Tumwater supports and has collaborated with the YMCA to help secure a suitable site.

A project such as this would also help to extend water and sewer utilities which could help with construction costs for a planned Tumwater School District elementary school in the area.

Next Steps

If the Board of County Commissioners chooses to keep the Bar Holdings LLC amendment on the 2026-27 Official County Docket, the City of Tumwater requests that an interlocal agreement be established between the City and the County to establish the collective and individual responsibilities for each jurisdiction as part of the amendment process and subsequent development of the site.

The plan presented by the applicant is a conceptual plan of what potentially could occur in the 93rd Avenue SE and Old Highway 99 SE amendment area if the amendment is approved and it overcomes any legal challenges. Approval of the Bar Holdings LLC amendment only changes the County Land Use and Zoning Maps; it would not guarantee that the proposed development of the 93rd Avenue SE and Old Highway 99 SE amendment area shown in the conceptual plan would occur. In fact, if ownership of the property changes, any of the range of uses allowed under Light Industrial (LI), Mixed Use (MU), and General Commercial (GC) could occur.

If the County supports the vision presented in the conceptual plan, Tumwater will seek a development agreement with the applicant as part of the amendment process to address how the project will follow City zoning and development standards, as well as the provision of water and sewer, annexation, and transportation improvements for the project.

Conclusion

The Mayor and City Council support mixed-use projects that create quality housing and employment opportunities and recognizes that a project that integrates significant community assets is a positive thing. The Mayor and City Council would like to work closely with the County and the applicant to ensure that County and City time and staff resources are spent wisely and result in a good outcome for all parties.

Thank you again for providing the opportunity to provide comments. If you have any questions or need additional information, please let us know. We ask that you continue to keep us informed of the status of the County's review process.

Sincerely,

Leatta Dahlhoff

Mayor, City of Tumwater

c. Leonard Hernandez, Thurston County, County Manager (Sent by e-mail to leonard.hernandez@co.thurston.wa.us)

Joshua Cummings, Thurston County, Assistant County Manager (Sent by e-mail to Joshua.cummings@co.thurston.wa.us)

Ashley Arai, Thurston County, Community Planning & Economic Development (Sent by e-mail to ashley.arai@co.thurston.wa.us)

Ana Rodriguez, Thurston County, Community Planning & Economic Development (Sent by e-mail to ana.rodriguez@co.thurston.wa.us)

Paul Simmons, City of Tumwater, City Administrator

Brad Medrud, City of Tumwater, Community Development Director

Salish Landing County Amendment Letter



City Council Consideration, February 3, 2026

Intent

The intent of tonight's presentation is to discuss:

1. The background to the request and the application review process
2. Public engagement
3. The general review process and an approximate timeline
4. The requested action by City Council at tonight's meeting

Summary of the Request

- As part of the 2026-2027 Thurston County Comprehensive Plan Preliminary Docket process, the Board of County Commissioners is considering whether to keep the Salish Landing Comprehensive Plan and Joint Plan Amendment application on their docket
- As part of the docket process, the Board of County Commissioners has requested a letter from Mayor indicating Tumwater's support for the Salish Landing Comprehensive Plan and Joint Plan amendment and for the amendment to remain on the County docket for review and action

Comprehensive Plan Docketing Process

- Under the Growth Management Act, Tumwater may consider amendments to their Comprehensive Plans no more than once a year
- All annual applications initiated by the community and the City are considered together as part of a docketing process
- The City Council's review of the preliminary docket is the first step in Tumwater's docketing process
- The City Council determines which applications it wants to see continue through the application review process as part of the final docket

County Docketing Process

- Thurston County goes through similar docketing process for their Comprehensive Plan amendments
- Unlike Tumwater's annual process, the County process is every two years
- In the first quarter of this year, the Board of County Commissioners will be approving their preliminary docket for 2026-27
- The County's preliminary docket considers both adding new applications and continuing applications submitted in previous docketing cycles



Application Filed with the County

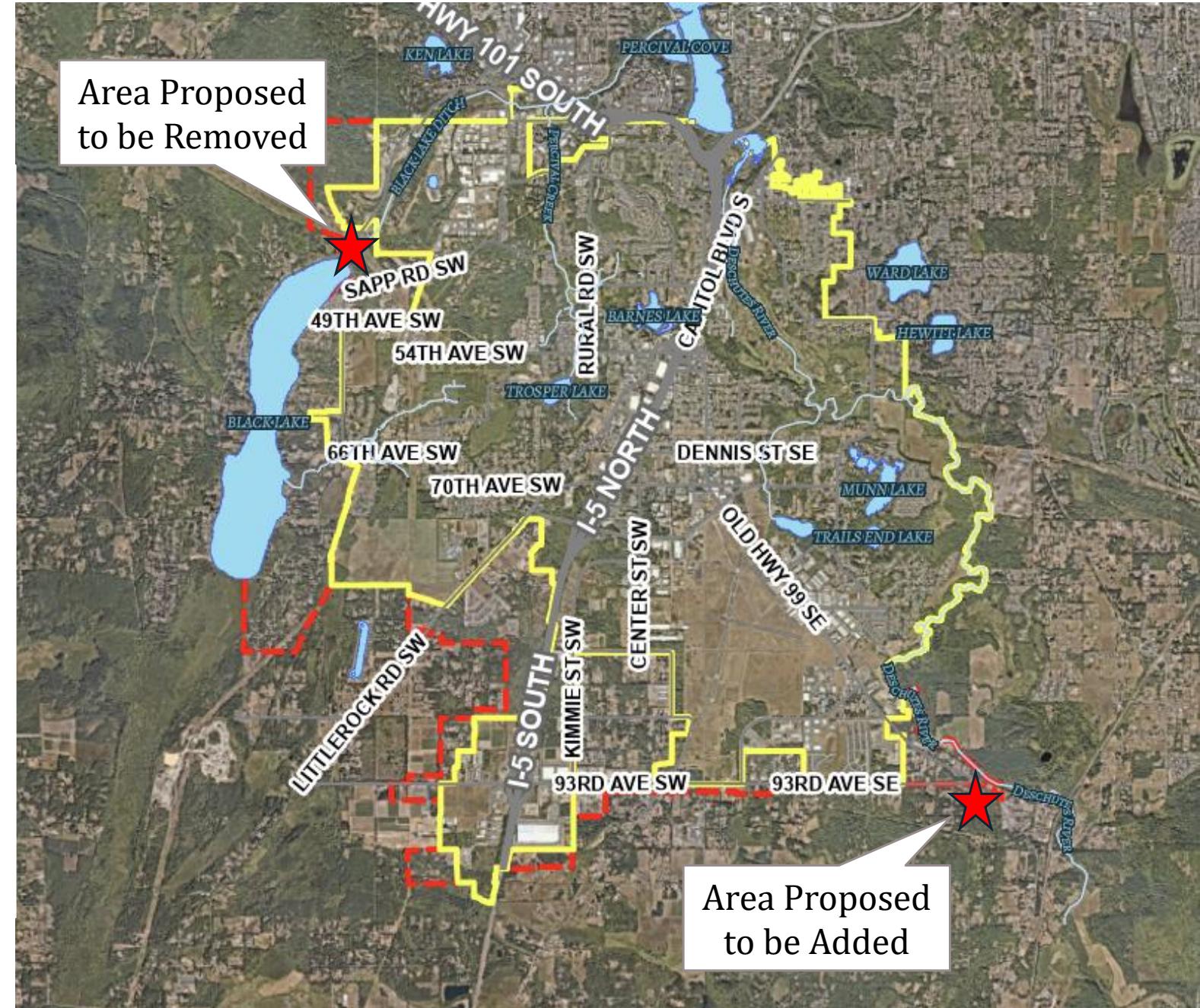
- The amendment application was originally filed with the County in 2021
- The proposed amendment would affect Tumwater's urban growth area and the City of Tumwater and Thurston County Joint Plan
- The application was amended by the applicant in 2023 to include a proposed urban growth area land swap that would take part of Tumwater's current urban growth area out and add a new area

UGA Swap

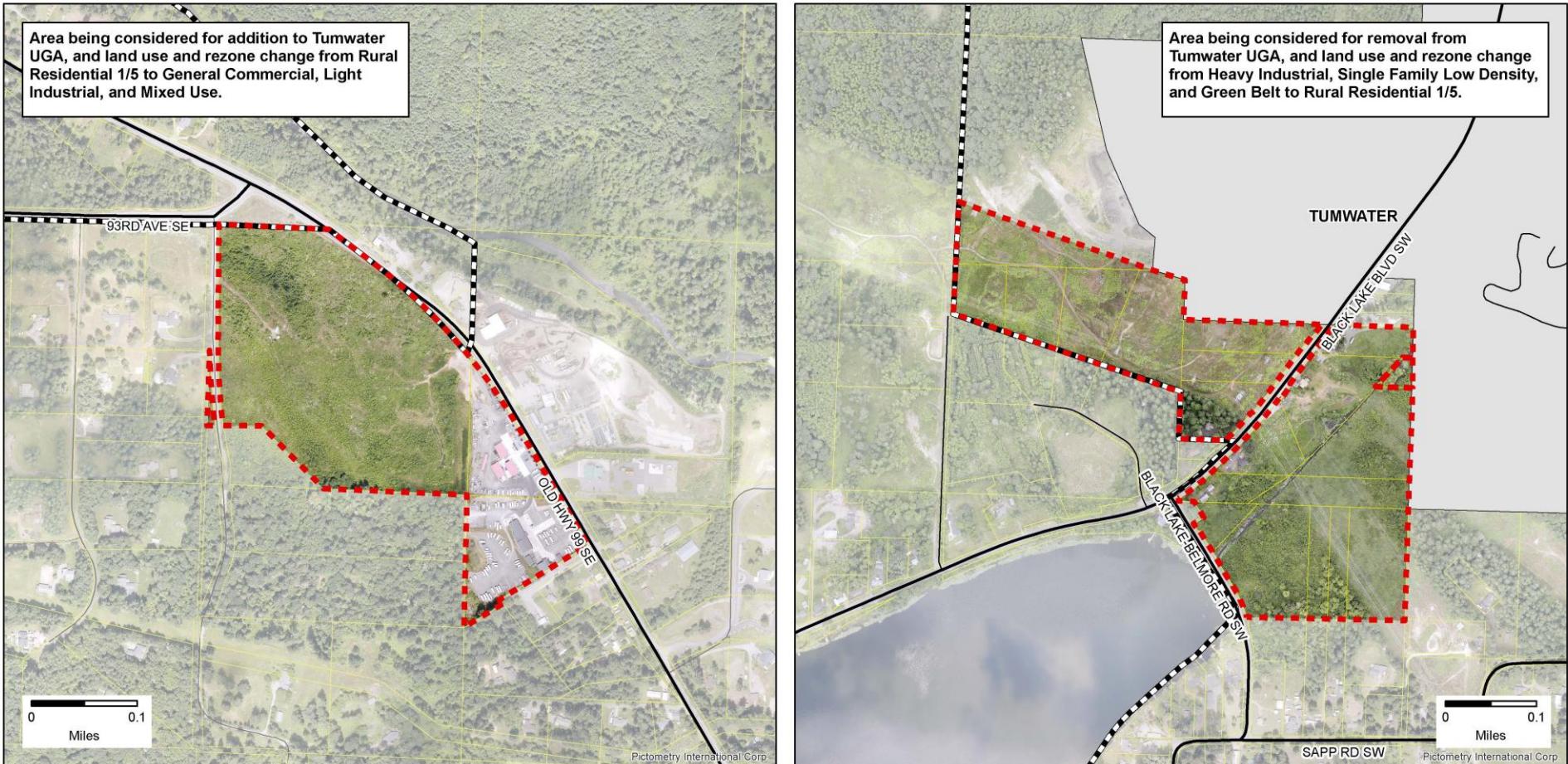
Yellow Line -
Current Tumwater
City Limits

Red Line - Current
Boundary of
Tumwater Urban
Growth Area

★ Locations of the
areas proposed to
be added and
removed from
Tumwater's Urban
Growth Area



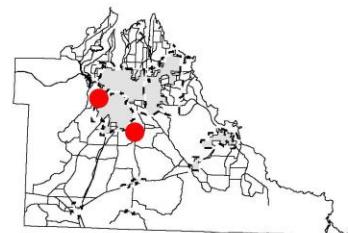
UGA Swap



BAR Holdings UGA Swap, Land Use Amendment, and Rezone

- Parcels
- Cities
- Urban Growth Areas

Document Path: S:\Projects\Comp_Plan\2024\Bar Holdings\BarHoldings_MailingMap.mxd



Thurston County makes every effort to ensure that this map is a true and accurate representation of the work of County Government. However, the County does not warrant, express or implied, any express or implied, regarding the accuracy, completeness or convenience of any information disclosed on this map. Nor does the County accept liability for any damage or injury caused by the use of this map.

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Under no circumstances, including, but not limited to negligence, shall Thurston County be liable for any direct, indirect, incidental, special or consequential damages that result from the use of, or the inability to use, Thurston County materials.



Date: 9/3/2024 by WBE

Tumwater and Urban Growth Area Forecasts

According to Tumwater's Comprehensive Plan, which was updated in December 2025, the City and its urban growth area will need to accommodate the following state mandated growth by 2045:

| | |
|---------------------|---------------|
| New Housing Units | 9,192 Units |
| Population Increase | 17,363 People |
| New Jobs | 10,730 Jobs |

Water System Map - Northwest

Yellow Line - Current
Tumwater City Limits

Red Line - Current Boundary
of Tumwater Urban Growth
Area

Blue Line - Current Water
Lines

★ Location of the area
proposed to be **removed**
from Tumwater's Urban
Growth Area



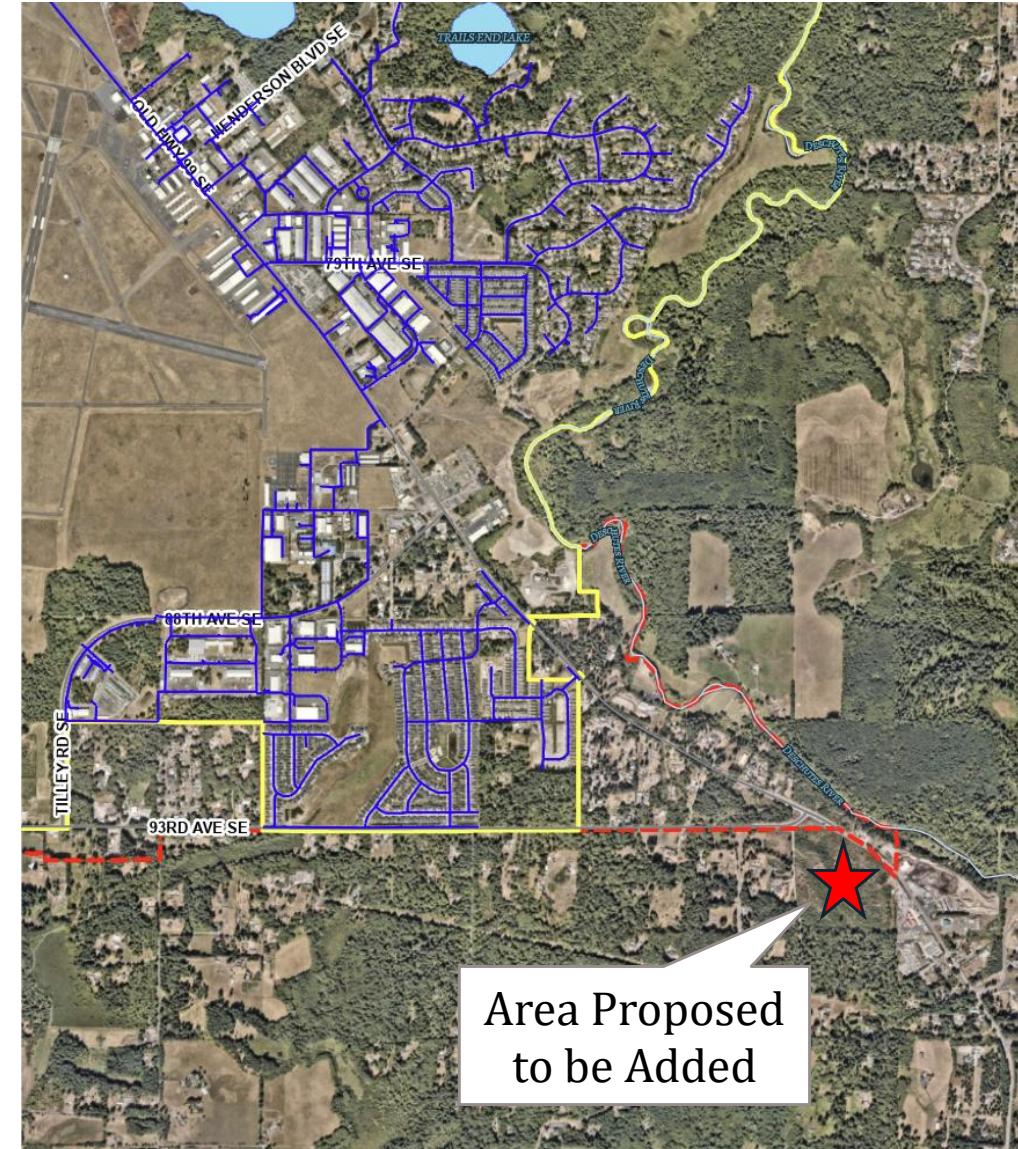
Water System Map - Southeast

Yellow Line - Current Tumwater City Limits

Red Line - Current Boundary of Tumwater Urban Growth Area

Blue Line – Current Water Lines

★ Location of the area proposed to be **added** to Tumwater's Urban Growth Area



Sewer System Map - Northwest

Yellow Line - Current
Tumwater City Limits

Red Line - Current
Boundary of Tumwater
Urban Growth Area

Brown Line - Current
Sewer Lines

★ Location of the area
proposed to be **removed**
from Tumwater's Urban
Growth Area



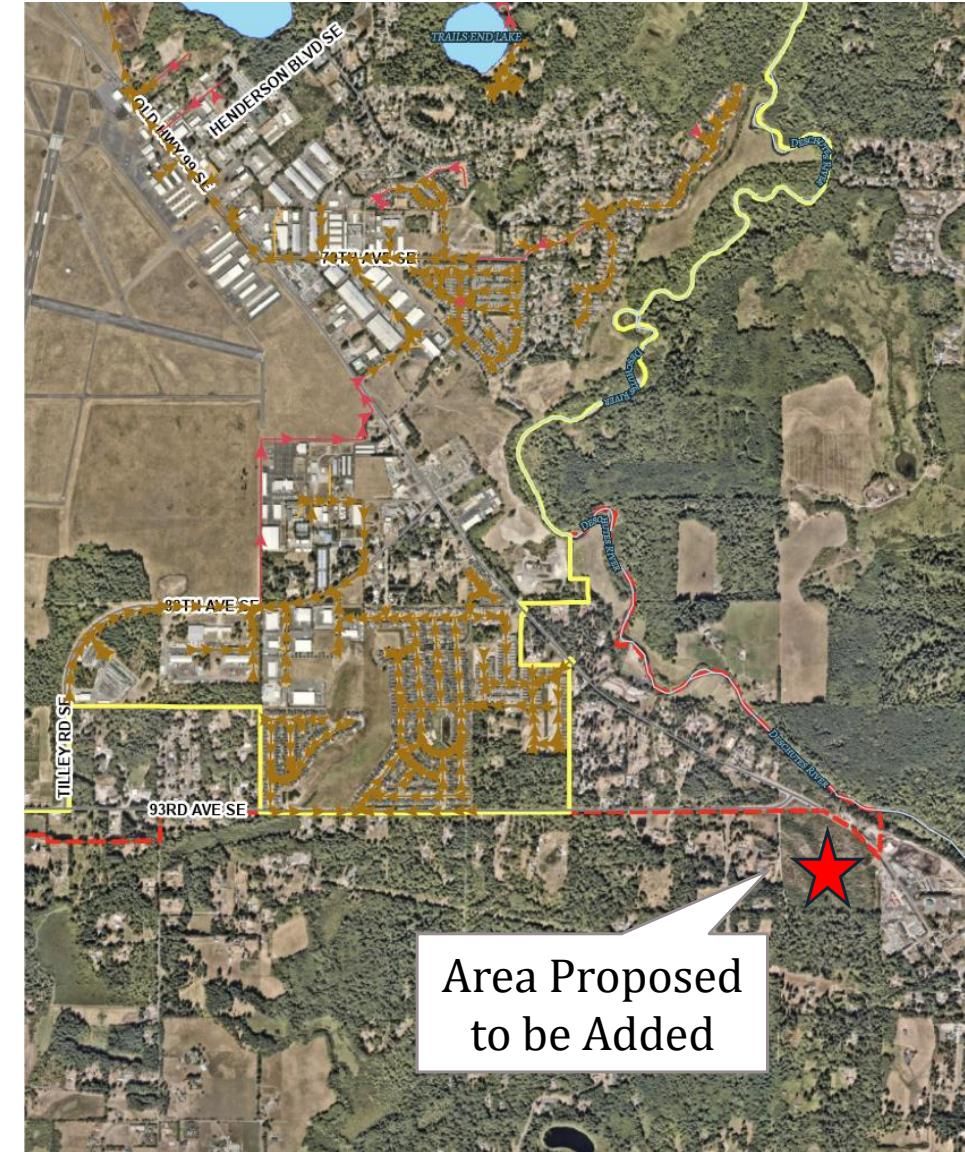
Water System Map - Southeast

Yellow Line - Current
Tumwater City Limits

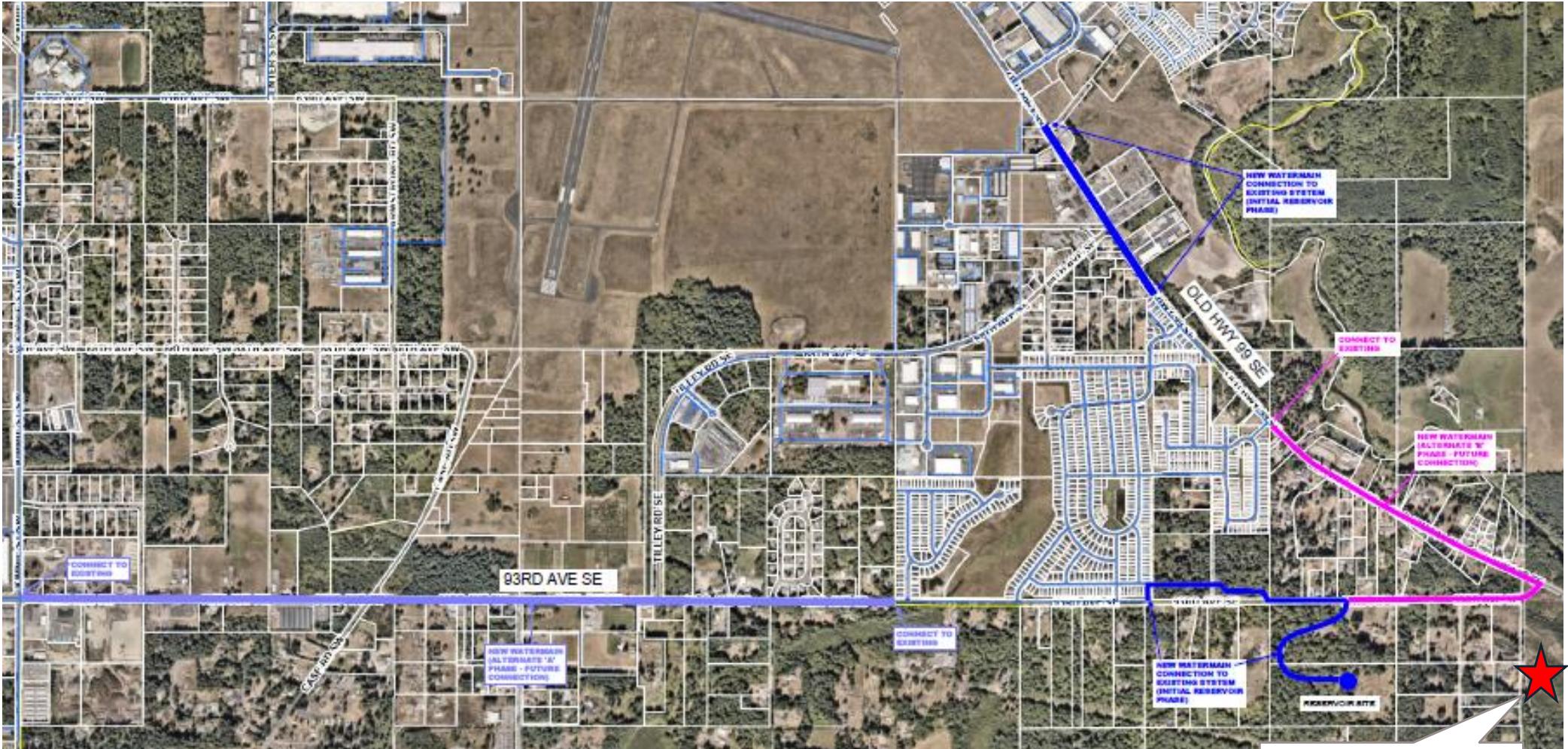
Red Line - Current Boundary of
Tumwater Urban Growth Area

Brown Line – Current Sewer
Lines

★ Location of the area
proposed to be **added** to
Tumwater's Urban Growth
Area



Planned City Water System Improvements



Southeast Urban Growth Area Development



Previous City Comment Letters to the County

Tumwater provided written comments on the amendment to the County on December 10, 2021, February 10, 2023, and March 13, 2024, as part of the County's preliminary and mid-cycle docketing processes

December 2021 City Comment Letter

Staff noted that amendment application filed in 2021 only added additional area to the City's urban growth area, which the City did not support because the recently updated Joint Plan indicated Tumwater's current urban growth area had sufficient capacity



February 2023 City Comment Letter

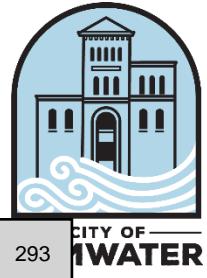
The Mayor said Tumwater was in favor of the proposed amendment because it would provide services closer to the hundreds of new single-family housing units in southern Tumwater, included space for a YMCA, and would help to extend water and sewer utilities for a planned Tumwater School District elementary school in the area

The letter noted that processing the application would take significant City and County resources

March 2024 City Comment Letter

The Mayor supported the urban growth area swap as its mixed-use vision would support the recent significant addition of hundreds of single-family housing units in southern Tumwater by having goods and services located much closer to these residents and reduce miles traveled, ease road congestion, and reduce carbon emissions

The letter noted that processing the application would take significant City and County resources and stated Tumwater would like to work with the County on an agreement to address future development in the amendment area



Community Engagement Process

- This City Council meeting is the beginning of the public process for Tumwater's consideration of the Salish Landing Comprehensive Plan and Joint Plan Amendment
- It is one step in a series of opportunities for the community to engage with Tumwater and Thurston County
- The approximate timeline identifies some of the processes that will be gone through before a decision is reached
- Each step will involve opportunities for public engagement

Approximate Timeline

| Date | Action | Action |
|----------------------|---|--|
| January – March 2026 | <p>Thurston County Comprehensive Plan Docketing Process</p> <ul style="list-style-type: none"> ▪ BOCC request Tumwater support for the Salish Landing amendment to remain on the County Comprehensive Plan Docket for review and action ▪ Letter for Mayor Signature expressing Tumwater's support for the amendment <ul style="list-style-type: none"> ➤ City Council work session January 27, 2026 ➤ City Council consideration February 3, 2026 ▪ Board of County Commissioners expected to approve the docket to continue to review the amendment – March 2026 | <p>State Legislative Action on Urban Growth Area Swap Criteria</p> <ul style="list-style-type: none"> ▪ The 2022 and 2024 the State Legislature established two sets of urban growth area swap criteria ▪ The State Legislature is considering a new bill in 2026 to bring the two sets of criteria into greater alignment ▪ Action, if taken, will be by March 2026 |

Approximate Timeline

| Date | Action | Action |
|-------------------|--|--|
| April – June 2026 | <p>Thurston County Processes</p> <p>Amendment Application</p> <ul style="list-style-type: none"> ▪ Thurston County is expected to continue docket review process for application ▪ Under County direction, the Salish Landing applicant is expected to approve the consultant contract to prepare SEPA Environmental Impact Statement for the amendment <ul style="list-style-type: none"> ➤ SEPA review will include analysis of City water, sewer, transportation, code, and guidelines, as well as critical areas and other considerations ➤ SEPA review includes formal public engagement process and comment | <p>State Legislative Action on Urban Growth Area Swap Criteria</p> <ul style="list-style-type: none"> ▪ If approved by the State Legislature, new criteria for urban growth area swaps will be included in Thurston County's analysis of the amendment application |

Approximate Timeline

| Date | Action | Action |
|-----------------------|---|--|
| July – September 2026 | <p>Thurston County Processes</p> <p>Amendment Application</p> <ul style="list-style-type: none"> ▪ Draft SEPA Environmental Impact Statement prepared <ul style="list-style-type: none"> ➤ Coordination with City, other agencies, and the community | <p>City - County Interlocal Agreement</p> <ul style="list-style-type: none"> ▪ Draft started after City Letter, County action on docket, and State Legislature action in March 2026 ▪ City – County Interlocal Agreement would address: <ul style="list-style-type: none"> ➤ Amendment review and approval process and responsibilities ➤ Annexation/revenue sharing ➤ Public engagement ➤ Other issues, as needed ▪ City Council work session and regular meeting to authorize Mayor to sign |

Approximate Timeline

| Date | Action | Action |
|-----------------------|---|---|
| July – September 2026 | <p>Thurston County Processes</p> <p>Amendment Application</p> <ul style="list-style-type: none"> ▪ Draft SEPA Environmental Impact Statement prepared <ul style="list-style-type: none"> ➢ Coordination with City, other agencies, and the community | <p>City – Applicant – Developer Agreement</p> <ul style="list-style-type: none"> ▪ Draft started after City Letter, County action on docket, and State Legislature action in March 2026 ▪ Developer Agreement would address: <ul style="list-style-type: none"> ➢ Development proposal zoning and process ➢ Utility and transportation improvements ▪ City Council work session and regular meeting to authorize Mayor to sign |

Approximate Timeline

| Date | Action |
|----------------|---|
| October 2026 - | <p>Thurston County Processes Amendment Application</p> <ul style="list-style-type: none"> ▪ Draft and the Final SEPA Environmental Impact Statement issued ▪ County staff completes review of application ▪ Application is a part of the larger 2026-27 County Comprehensive Plan docket and Tumwater's 2026 Comprehensive Plan docket as an amendment to the Tumwater – Tumwater County Joint Plan ▪ City and County Planning Commissions meet, hold public hearing, and issue recommendation on the Joint Plan amendment ▪ Urban Growth Management Subcommittee reviews proposed urban growth area boundaries and recommendation provides to the Board of County Commissioners ▪ City Council reviews Planning Commissions' recommendation and makes recommendation to Board of County Commissioners on the Joint Plan amendment ▪ Board of County Commissioners reviews the City Council's recommendation and makes a decision on Comprehensive Plan Amendment Application on the Joint Plan amendment |

Requested Action

Authorize the Mayor to sign the Salish Landing County Amendment Letter, which was recommended for approval by the City Council at their January 26, 2026, meeting



TO: City Council
FROM: Chris Graham, Facilities Manager
DATE: February 3, 2026
SUBJECT: Purchase Agreement with Champion Homes Center for T-2 Fire Station Temporary Housing

1) Recommended Action:

Authorize the Mayor to sign the purchase agreement with Champion Homes Center for T-2 Fire Station Temporary Housing.

The agreement was recommended for approval by the Public Works Committee at their January 22, 2026 meeting.

2) Background:

With the addition of a full-time medic unit at the T-2 Fire Station starting January 1, 2026, there is no longer adequate space at the station to accommodate staff. This temporary housing solution will provide the necessary space for staff until the completion of the expansion of the station and allow the city to repurpose the structure for other needs or surplus it to recoup funds upon project completion.

3) Policy Support:

Vision, Mission & Values:

Excellence: With excellence, integrity, and efficiency, we deliver timely and responsive City services empowering staff, stewarding public resources, and fostering civic trust.

Providing adequate housing for the Fire Department contributes to the promised timely and responsive City services as well as empowering staff. As things currently stand, Fire Department staff currently use a combination of open-air dorm style bunks and repurposed rooms. With adequate sleep already of concern for this nature of work, providing proper accommodation is essential.

4) Alternatives:

- Authorize the Mayor to sign the purchase agreement with Champion Homes Center for T-2 Fire Station Temporary Housing.
- Do not authorize.

5) Fiscal Notes:

The funds for purchasing this structure are already on hand as part of the agreement with Thurston County Medic One.

Total Cost: \$161,690.82

6) Attachments:

- A. Purchase Agreement with Champion Homes Center
- B. Yakima Model Floor Plan
- C. Yakima Model Spec Sheet

Champion Homes Center

• PO Box 1295 • McMinnville, OR 97128 • 1 (800) 645-4943

| | | | | |
|--|---|--------------------------------------|-------------------------------|--------------------------------|
| BUYER 1 City of Tumwater | BUYER 2 | DATE 1/14/2026 | THIS CONTRACT REVISED FROM | |
| MAILING ADDRESS 555 Israel Rd SW | CITY Tumwater | STATE WA | ZIP 98501 | PHONE (360) 972-0278 |
| DELIVERY ADDRESS 405 Linwood Ave SW | CITY Tumwater | STATE WA | ZIP 98512 | CELL |
| SALESPERSON Zachary Veilleux - | EMAIL ADDRESS cgraham@ci.tumwater.wa.us | EMAIL ADDRESS 2 | | |
| MAKE & MODEL Yakima 4402-6 by Skyline | | YEAR 2026 | BEDROOMS 5 | BATHS 2 |
| SERIAL NUMBER | NEW / USED NEW | FLOOR SIZE 28' 0" x 68' 0" | HITCH SIZE 72' 0" | APPROX. SQ. FT. 1813 |
| NOTICE OF CONSTRUCTION | | | | |
| <p>This is a cash transaction. Buyer authorizes Champion Homes Center to place home into the construction process. By placing home in the construction process, buyer understands that all down payments are non-refundable. Buyer agrees that the final payment must be paid as indicated under Notations & Remarks. X_____ X_____</p> | | | | |
| NOTICE OF COMPLETION | | | | |
| <p>Buyer understands that the approximate completion month for home is: April</p> | | | | |
| <p>Buyer understands that in the event delivery of the home does not occur to property within 12 days after home is completed at the factory there will be a \$20 per day storage charge that must be paid prior to shipment. X_____ X_____</p> | | | | |
| <p>Buyer is financially responsible for insurance coverage on the home once completed by manufacturer and responsible for any damage incurred. X_____ X_____</p> | | | | |
| NOTICE OF FREIGHT | | | | |
| <p>Buyer understands that unless otherwise stated, the quoted freight price is estimated for the current date and may increase due to fluctuating fuel prices, road construction, re-routing, escort vehicles, or complicated placements based on location and terrain of delivery site. X_____ X_____</p> | | | | |
| NOTATIONS & REMARKS | | | | |
| <p>*NO VERBAL PROMISES Changes may only be made via signed change order request and may incur extra charges. X_____ X_____</p> | | | | |
| <p>Buyer understands that if not paid 7 business days prior to completion, balance must be paid in certified funds. X_____ X_____</p> | | | | |
| Buyer agrees that the unpaid balance due will be paid in full on or before: | | 2/11/2026 | X_____ X_____ | |
| <p>Please read your Payment Disclosure carefully for termination of Purchase Agreement by any party. All sales are subject to fees for cancellation.</p> | | | | |
| <p>Unless otherwise stated, if for any reason buyer is not ready to authorize construction of the above home, the amount of this purchase agreement is subject to an increase. If the cost of the home increases between the date of this agreement and the date buyer authorizes construction, buyer agrees that the purchase agreement amount will be adjusted to cover the increases incurred during such time. X_____ X_____</p> | | | | |
| <p>THIS AGREEMENT ALONG WITH ADDENDUMS CONTAIN THE ENTIRE UNDERSTANDING BETWEEN DEALER AND BUYER AND NO OTHER REPRESENTATION OR INDUCEMENT, VERBAL OR WRITTEN, HAS BEEN MADE WHICH IS NOT CONTAINED IN THIS PURCHASE AGREEMENT.</p> | | | | |

By

Zachary Veilleux - Champion Homes Center Representative

SIGNED
X BUYER

City of Tumwater

Date

By

Champion Homes Center MANAGER REVIEW
& ACCEPTANCESIGNED
X BUYER

Date

ADDENDUM "A"

Champion Homes Center

Customer: City of Tumwater

Model: 4402-6 - Yakima

X_____ X_____ DATE:_____

Appliance and Electrical Work Sheet

Champion Homes Center

Customer Name: City of Tumwater

| | |
|-------------------|-----------|
| Heat pump ready | Yes |
| Dishwasher | Yes |
| Range type | Electric |
| Range | Yes |
| Dryer hookup type | Electric |
| Dryer hookup | Yes |
| Furnace type | Electric |
| Furnace | Yes |
| Water heater size | 50 gallon |
| Water heater | Electric |
| Range hookup type | Electric |
| Range hookup | Yes |
| Appliance color | Black |
| Refrigerator size | 18 cu ft |
| Refrigerator | Yes |
| Amperage | 200 |

By signing below I/we acknowledge this notice and accept the responsibilities associated with my/our purchase.

By

Zachary Veilleux - Champion Homes Center Representative

SIGNED
X BUYER

City of Tumwater

Date

By

*Champion Homes Center MANAGER REVIEW
& ACCEPTANCE*

SIGNED
X BUYER

Date

Color Selections

Champion Homes Center

Customer Name: City of Tumwater

Interior

Type: **Tape & Texture**
Color: **Skyline White**

Interior Trim:

Color: **White**

Interior Door:

Color: **White**

Counter Tops:

Kitchen: **TBD**
Master Bath Color: **TBD**
Guest Bath: **TBD**

Cabinet:

Type: **Std**
Style: **Shaker**

Cabinet Color:

Kitchen: **TBD**
Master Bath: **TBD**
Guest Bath: **TBD**

Floor:

Carpet:
Carpet Color:
Linoleum:
Linoleum Color:

Std
TBD
Std
TBD
Body:
Body Color:
Shingles:
Shingles Color:
Trim Color:
Facia/Soffit Color:
Accent Color:
Roof Load:

Std
TBD
Std
TBD
TBD
TBD
TBD
TBD
TBD
30#

Kitchen Sink:

Type: **Std**
Color: **Stainless Steel**

Exterior:

By

Zachary Veilleux - Champion Homes Center Representative

SIGNED
X BUYER

City of Tumwater

Date

By

Champion Homes Center MANAGER REVIEW & ACCEPTANCE

SIGNED
X BUYER

Date

FACTORY DIRECT SALE & NON-INSTALLATION DISCLOSURE

Champion Homes Center

It is very important to our company that you are satisfied with the purchase of your new home. It is in that spirit that we would like to explain your responsibilities associated with purchasing your home factory direct. All homes are sold FOB McMinnville, OR. This means that you are responsible for paying the freight costs to your destination.

Please read this entire page. If you do not understand all or part of this notice we will explain to you.

Buyer understands that unless otherwise noted within the purchase agreement, buyer is responsible for the following items:

Buyer is responsible for choosing, hiring, arranging, and paying all contractors needed to install home. Contractors must be licensed, bonded and insured to perform all services on your home. Most state laws require a licensed installer. Check with state and local municipality for details.

Buyer is responsible for all aspects of home installation, home-site/land improvements, and obtaining all permits to be in compliance with state of local licensing agencies, if needed, Champion Homes Center reserves the right to request copies of building permits from buyer prior to delivery of home.

Buyer is responsible for all aspects of home installation including but not limited to drywall marriage and repairs, interior door adjustment, carpet installation, interior and exterior trim, final cleaning, purchase/installation of all light bulbs, etc.

Cracks may appear during transportation, placement on property, and as home settles, particularly around window and door areas. Extreme cracking can be caused during shipment of home over rough terrain and sharp turns as well as setting of home into position on property, with the use of crawlers, cranes or helicopters. Buyer is responsible for repairing/filling these areas and completing the "marriage line close-up" at Buyers expense.

Interior doors are in a square and even position when home is shipped from the factory. If doors get out of square, buyer understands that this is not a warranty item and doors must be adjusted and fixed into place at buyers expense by the home installation contractor or other designated individual.

Homes do not come with an air conditioning unit or hook-up, unless otherwise noted within the purchase agreement. Buyer is responsible to purchase, install, and make required connections.

Evaporative coolers mounted on the ground and ducted in through the floor vent system are not recommended by Champion Homes Center or the manufacturer of the home. Past experience shows that damage will occur in most cases.

Buyer is responsible for all aspects of any home-site/land improvements needed including but not limited to septic tanks, well preparation, utility connections, and clearing.

By signing below I/we acknowledge this notice and accept the responsibilities associated with my/our purchase.

Initials

DATE: _____

Buyer is responsible for all permits/fire codes/flood zone requirements/inspections/occupancy arrangements. Local codes, reflecting the different climates and soil conditions can also be a big determining factor in the type of foundation system that should be installed.

Buyer is responsible to verify that the manufactured home is compatible with site, including but not limited to community approval, city, and county zoning requirements if necessary. Buyer must provide transport company with an accessible right of way both physically and legally over which the home can be delivered. If buyer is placing home on a site that is not prepared we recommend that buyer has a compaction test done on the soil to determine compatibility.

This notice is to inform you, our buyer, that the utility service facilities for manufactured home spaces are not standardized and compatibility between a chosen manufactured home space and a manufactured home to be purchased is the buyer's responsibility.

If local zoning requires a permanent foundation or architectural changes it will be buyers responsibility to notify contractor. If the home requires special blocking or tie-downs because of flood plain restrictions it will be buyers responsibility to make arrangements to pay the contractor. Buyer is responsible for purchasing and obtaining all permits. All utility connections and the installation of home will be buyers responsibility.

Buyer is responsible for ensuring the home will meet state, county, or local jurisdictional codes for fire safety compliance. Buyer is required to provide all Wildland Urban Interface (WUI) code requirements to your sales representative prior to the production of home. Failure to do so will leave buyer financially responsible for the correction of home to meet all WUI code requirements that are specific to property. If buyer plans to install additions to home (i.e. -garage, add-ons, porches, decks) it will be buyers responsibility to ensure that those structures are in compliance with local WUI codes. Buyer will be financially responsible for any additional fees incurred to manufacture home to the required WUI code standards.

Initials

Property is in a WUI zone, and I/we have confirmed that the necessary options to meet these codes are listed on the Addendum A.

Initials

Property is not in a WUI zone, and I/we have confirmed with proper regulatory agency.

Initials

As of today's date I/we are not sure and will provide necessary information to our sales representative.

Buyer will be supplied a floor plan. Sizes on all prints are nominal and any measurements for installation purposes should be taken from the actual home.

Champion Homes Center is not responsible for the referral or workmanship of contractors hired by Buyer.

In summary let us remind you that you have purchased a manufactured home to be delivered to a prepared land/park space. If the land/park space is not ready you are financially responsible for its preparation.

By signing below I/we acknowledge this notice and accept the responsibilities associated with my/our purchase.

By

Zachary Veilleux - Champion Homes Center Representative

SIGNED
X BUYER

City of Tumwater

Date

By

Champion Homes Center MANAGER REVIEW
& ACCEPTANCE

SIGNED
X BUYER

Date

Home Installation Checklist

Champion Homes Center

This form is provided for your convenience and assistance with the installation of your new home and potential necessary items needed to complete the process. Discuss these items with your contractor(s).

Needed Not Needed N/A **Property Improvements**

- Land improvements (septic/sewer, electric, water lines/well, gas, gates, posts, and fences).
- Permits, zoning, numeration, and percolation test. If home is going onto a gravel pad, compaction test results.
- Land prepped (trees and rocks removed, land level, lot prepared for home set as required by applicable county, utility, and construction guidelines).
- Utilities stubbed (plumbing, septic/sewer, water, electric, etc.).
- Access (driveway, culvert, and gravel). Verify obstructions are removed and access is ready for home delivery, including electric lines, telephone posts, gates, and fences.
- Obtain any written authorization from neighbors if access to their property is needed for home placement.

Needed Not Needed N/A **Installation and Set-up**

- Poured footers for block pillars and perimeter if needed. For single wides, ABS pads in place of poured footers.
- Connect all utilities.
- Prep for staging.
- Stage and marriage.
- Vapor barrier.
- Block for pillars.
- Level.
- Anchor/tie down.
- Ridge cap (for double or triple wides).
- Vinyl ends.
- Sticker/decal.
- Trim-outs for interior and exterior.
- Drywall interior finish.
- Steps, landings, railings, and decks.
- Skirting (vinyl, aluminum, block, or other perimeter close up).
- Gutters, awnings, and downspouts.

Buyer understands that unless otherwise noted within the Purchase Agreement on Addendum "A", buyer is responsible for choosing, hiring, arranging and paying all contractors needed.

By

Zachary Veilleux - Champion Homes Center Representative

SIGNED
X BUYER

City of Tumwater

Date

By

*Champion Homes Center MANAGER REVIEW
& ACCEPTANCE*

SIGNED
X BUYER

Date

HOME COMPLETION & DELIVERY INFORMATION

Champion Homes Center

Once you have chosen your new home, a tentative delivery date will be scheduled on an approximated basis. If the home is special ordered, the order will be placed with the manufacturer and the date and time of delivery will be determined by the estimated off-line date from the manufacturer.

Please be advised that certain delays can occur which are beyond everyone's control such as shortage or delays of materials, bad weather, property conditions (wet grounds), improperly prepared delivery site, contractors, manufacturers, lenders, transportation problems (road construction, equipment failure, etc.), Acts of God (Force Majeure), or any cause beyond our control. Should these conditions exist, we cannot guarantee an exact delivery date. We ask that in the event these unavoidable delays occur, that you have suitable backup plans until the delivery can be completed. Champion Homes Center will not be financially responsible for any delays and in some occurrences the buyer may be held financially responsible.

If the home requires special equipment due to a complicated placement, it will be buyers responsibility to ensure that proper equipment and personnel are hired to handle the final placement of the home on the date of delivery. This could include but is not limited to: sharp curves, river beds, ravines, steep inclines, or crossing adjacent property. Buyer understands that we or transport company does not guarantee proper placement if delivery is complicated. If final placement cannot occur on day of delivery the buyer is responsible for finding a secure location for the home and is responsible for the final placement of home.

The quoted freight price does not include unique or complicated placement issues. Unless otherwise noted the price is for standard delivery only. Any additional fees incurred due to complicated placement will be the buyers responsibility.

We take great pride in our outstanding delivery program. We will work with you to assure that the delivery of your home is completed and will do everything within our capabilities to get your home delivered on as timely a basis. We appreciate your patience and understanding.

Once again, THANK YOU for giving us the opportunity to assist you with your upcoming housing change.

By signing below I/we acknowledge this notice and accept the responsibilities associated with my/our purchase.

By _____

Zachary Veilleux - Champion Homes Center Representative

SIGNED
 BUYER

City of Tumwater

Date _____

By _____

Champion Homes Center MANAGER REVIEW & ACCEPTANCE

SIGNED
 BUYER

Date _____

Manufacturer's New Home Warranty

Champion Homes Center

Buyer understands that the home comes with a 12 month manufacturer's warranty provided by the manufacturer, Skyline Homes. Skyline Homes is responsible for all warranty and service work that may be needed on your home.

All Cosmetic items must be reported within 15 days of shipment. These would include items such as scratches, dents, cuts, blemishes, etc. After the home is installed, buyer will perform a walk through inspection and report, in writing, any warranty service items. Written requests for service maybe be sent to 550 Booth Bend Rd, McMinnville, Oregon 97128 (Phone- 503-472-3181). For more information regarding the home warranty, please reference the Home Owners Manual provided by Skyline Homes.

Any work that would be covered by the manufacturer warranty and is done without approval from the manufacturer is not subject for reimbursement by manufacturer or Champion Homes Center.

Champion Homes Center is a separate entity and does not warranty or service the home.

By signing below I/we acknowledge this notice and accept the responsibilities associated with my/our purchase.

By

Zachary Veilleux - Champion Homes Center Representative

SIGNED
X BUYER

City of Tumwater

Date

By

Champion Homes Center MANAGER REVIEW
& ACCEPTANCE

SIGNED
X BUYER

Date

Payment Disclosure Refund and Termination Policy Champion Homes Center

Down payments and any subsequent payments (collectively "Payments") made toward the Purchase Agreement and provided to Champion Homes Center as a consideration under the Purchase Agreement are deposited for our customers' protection in compliance with applicable state and federal laws.

Buyer consents to Champion Homes Center using the Payments to complete Champion Homes Center' obligations under the Purchase Agreement, including but not limited to use to pay third-party vendors, administrative, credit card and other costs, and cancellation fees.

All Payments are **NON-REFUNDABLE** to Buyer, except as expressly stated otherwise in the Purchase Agreement. If requested by Buyer, Champion Homes Center may, at its sole discretion, refund to Buyer a portion of the Payments. Any request to terminate the Purchase Agreement and/or refund part of the Payments must be made in writing. Verbal requests to terminate and/or for a refund will not be considered.

Eligible refund requests must be clearly noted on this Purchase Agreement. All refunds, regardless of notation, will be subject to a cancellation fee of three hundred and ninety-five dollar (\$395) document preparation fee and any applicable processing fees.

Any refund request will be processed within fourteen (14) business days after the receipt of the written request, validation that payments have cleared the bank, and final authorization by corporate management. Any refund for a portion of the Payments that were made by credit card will only be issued to the original credit card used in the transaction, less any processing fees per the credit card agreement. All other refunds will be issued by check payable to the Buyer under the Purchase Agreement and mailed via U.S. Mail.

Termination by Champion Homes Center

Champion Homes Center may, at its option, terminate the Purchase Agreement at its convenience at any time. Buyer agrees that upon termination for convenience by Champion Homes Center that Buyer's sole remedy shall be the return of any Payments paid toward the Purchase Agreement. Buyer agrees to waive any claims for consequential and other damages, including lost use and lost profits, arising from or related to Champion Homes Center' termination of the Purchase Agreement. A full accounting associated with the refund of the Payments and a refund will be issued within ten (10) business days of the termination.

Acknowledgement

By signing below I/we acknowledge this notice and accept the responsibilities associated with my/our purchase.

By

Zachary Veilleux - Champion Homes Center Representative

SIGNED
X BUYER

City of Tumwater

Date

By

Champion Homes Center MANAGER REVIEW
& ACCEPTANCE

SIGNED
X BUYER

Date

**The U.S. Department of Housing and Urban Development (HUD)
Manufactured Home Disclosure to Consumer
Dispute Resolution Program**

Champion Homes Center

The U.S. Department of Housing and Urban Development (HUD) Manufactured Home Dispute Resolution Program is available to resolve disputes among manufacturers, retailers, or installers concerning defects in manufactured homes. Many states also have a consumer assistance or dispute resolution program. For additional information about these programs, see section titled "Dispute Resolution Process" and "Additional information-HUD Manufactured Home Dispute Resolution Program" in the Consumer Manual required to be provided to the purchaser. These programs are not warranty programs and do not replace the manufacturer's, or any other person's, warranty program.

By signing below I/we acknowledge this notice and accept the responsibilities associated with my/our purchase.

By

Zachary Veilleux - Champion Homes Center Representative

SIGNED
X BUYER

City of Tumwater

Date

By

*Champion Homes Center MANAGER REVIEW
& ACCEPTANCE*

SIGNED
X BUYER

Date

Recommendation to Employ Only Licensed Contractors & Assumption of Risk and Indemnity Agreement

Champion Homes Center

Champion Homes Center strongly recommends that Buyer only employs contractors that are licensed, bonded and insured to perform all services required on Buyer's new manufactured home. This includes but is not limited to all site work, set-up, and utility connections (i.e., gas, electric, and plumbing).

Buyer hereby ASSUMES FULL RESPONSIBILITY FOR AND RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE arising from or out of Buyer's failure to employ properly licensed contractors per Champion Homes Center and Skyline Homes, and their employees, representative, agents, successors, and assigns against and from any and all claims, demands, actions, losses, liabilities, damages, expenses or costs any of them may incur (including actual attorney's fees and costs of investigation), arising out of our resulting from Buyer's failure to employ properly licensed contractors per Champion Homes Center recommendation.

Buyer acknowledges that he/she has read this Recommendation and Agreement, understands it and signs it voluntarily this _____ day of _____, 2026.

By

Zachary Veilleux - Champion Homes Center Representative

SIGNED
X BUYER

City of Tumwater

Date

By

*Champion Homes Center MANAGER REVIEW
& ACCEPTANCE*

SIGNED
X BUYER

Date

Addendum - Arbitration Clause

This addendum is between Buyer (City of Tumwater) and Seller (Champion Homes Center) and serves as clarification to the original executed purchase agreement.

When available, Buyer may seek assistance from the HUD Dispute Resolution Program to resolve issues associated with their purchase. In cases where the HUD Dispute Resolution Program is not available, then the Buyer and Seller agree to mediation in the state of Washington.

By signing below Buyer acknowledges this notice and accepts the responsibilities associated with purchase.

Champion Homes Center / Date

City of Tumwater / Date

TIRES AND AXLES BILL OF SALE RECYCLE INFORMATION

Champion Homes Center

I agree to convey to Champion Homes Center, tires and axles on home Serial # _____ for the amount \$1.00. I understand that these will be removed from the home at time of installation, reconditioned for reuse, and recycled back to the manufacturer.

In the event buyer is installing home then tires and axles must be removed and set aside the home for pick up. Homeowner must contact Champion Homes Center for notification of pick up.

Daytime Phone Number: (360) 972-0278

Evening Phone Number: _____

Cell Phone Number: _____

Email Address: cgraham@ci.tumwater.wa.us

By signing below I/we acknowledge this notice and accept the responsibilities associated with my/our purchase.

By

Zachary Veilleux - Champion Homes Center Representative

SIGNED
X BUYER

City of Tumwater

Date

By

Champion Homes Center MANAGER REVIEW
& ACCEPTANCE

SIGNED
X BUYER

Date

Shipping Directions & Map

Champion Homes Center

Fill in directions to the property which your home will be placed. Also enter contact information for freight company to contact you or your representative in case there is a problem finding the property:

Shipping Address

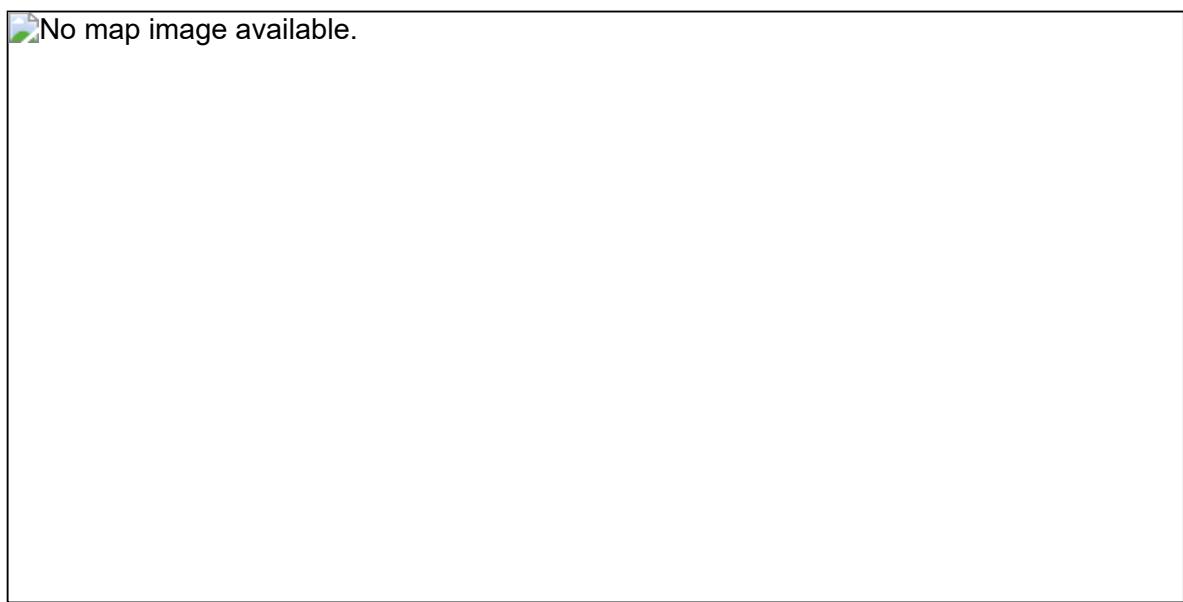
405 Linwood Ave SW
Tumwater, WA 98512

Contact Information

Name: _____
 Daytime Phone: _____
 Evening Phone: _____
 Mobile Phone: _____

Map

N



Directions

By

Zachary Veilleux - Champion Homes Center Representative

SIGNED
X BUYER

City of Tumwater

Date

By

*Champion Homes Center MANAGER REVIEW
& ACCEPTANCE*

SIGNED
X BUYER

Date

Title Information

Champion Homes Center

Please note: All owners must sign the application for title. (Even if joint tenancy was previously established in another jurisdiction.) If titling in a company name, you must provide an EIN #.

Copy of Drivers License Attached

Name _____

Drivers License # _____ State _____

Date of Birth _____ EIN # _____

OR or AND or AND/OR (check one, if applicable)

Name _____

Drivers License # _____ State _____

Date of Birth _____ EIN # _____

OR or AND or AND/OR (check one, if applicable)

Name _____

Drivers License # _____ State _____

Date of Birth _____ EIN # _____

Lien Holder _____

Address _____

Amount of Lien _____

Date of Lien _____

Mail MSO/Title to: _____

City _____ State _____ Zip _____

By signing below I/we acknowledge this notice and accept the responsibilities associated with my/our purchase.

By

Zachary Veilleux - Champion Homes Center Representative

SIGNED
X BUYER

City of Tumwater

Date

By

Champion Homes Center MANAGER REVIEW
& ACCEPTANCE

SIGNED
X BUYER

Date

Verification of Manufactured (HUD) Home Purchase

Champion Homes Center

Buyer understands that they are purchasing a HUD Manufactured Home. This home is NOT a **Modular** Home. Buyer understands that the HUD Manufactured Home they are purchasing is built to HUD Federal Code.

By signing below I/we acknowledge this notice and accept the responsibilities associated with my/our purchase.

By

Zachary Veilleux - Champion Homes Center Representative

SIGNED
X BUYER

City of Tumwater

Date

By

*Champion Homes Center MANAGER REVIEW
& ACCEPTANCE*

SIGNED
X BUYER

Date

Out of State Transaction Notice

Champion Homes Center

This notice is an addition to and part of the Purchase Agreement for your manufactured home. Please read and sign at the bottom that you have read this notice and are willing to accept your responsibilities associated with your purchase.

Within 45 days after the delivery of your unit, or receipt of your final payment, whichever is later, buyer will receive an executed "Manufacturers Certificate of Origin (MCO)" which will be buyer's ownership document. Champion Homes Center will not process this ownership document into a Motor Vehicle Title in any state including Arizona and the buyer will be responsible for any and all registration and titling regulations, including any and all related fees or expenses.

If you do not understand all or a part of this notice we will explain it to you.

It is understood by all parties that the manufactured home being purchased from Champion Homes Center in Oregon is for use in the state of:

Washington

Buyer understands and agrees that my/our home is shipping out of state and sales and/or use tax has not been collected on behalf of the buyer. Buyer is responsible for paying all applicable sales and/or use tax for the state in which the home will be placed. *(this does not apply for sales in which tax is charged).

By signing below I/we acknowledge this notice and accept the responsibilities associated with my/our purchase.

By

Zachary Veilleux - Champion Homes Center Representative

SIGNED
X BUYER

City of Tumwater

Date

By

Champion Homes Center MANAGER REVIEW & ACCEPTANCE

SIGNED
X BUYER

Date



Insuring a manufactured home is not the same as insuring a stick built home, and while large brand name insurance companies are very good at providing consumers with life, automobile, stick built home, and other types of coverage, the policies they write for owners of manufactured homes are often inadequate, overly expensive, or both. Because of this, most manufactured home buyers wind up purchasing insurance directly from the companies they use to finance the purchase of their homes or from agents at dealerships where they purchase their homes. Either way, it is unlikely the individuals selling them insurance policies are experts in the field. Often, the coverage extended, while adequate to meet lender mandated requirements, is expensive and/or tailored to protect the lender's interests and not the buyer's.

Champion Homes Center includes customers' first year's manufactured home policy premiums, up to \$750, with the purchase of each home. Unless a customer opts out, in order to easily facilitate the selection of coverage, Champion Homes Center will refer the customer to its affiliate the National Mobile Home Insurance Company. A licensed agent from the National Mobile Home Insurance Company will contact the customer after their home's purchase order is issued to the factory to discuss coverage options.

I/We elect to opt out

Customers are not obligated to purchase coverage from National Mobile Home Insurance Company. However, the only insurance agency or carrier that Champion Homes Center will directly remit payment to is the National Mobile Home Insurance Company.

Customers may receive the benefit of up to \$750 with the purchase of a mobile home whether they are referred to the National Mobile Home Insurance Company or opt out of said referral. Customers who opt out and choose not to source their insurance coverage through the National Mobile Home Insurance Company must provide Champion Homes Center with a copy of the insurance binder showing coverage for the mobile home is in effect or some other acceptable evidence of insurance within five business days of the close of the home purchase. Customers must send the acceptable documentation to Alta Cima, Corp. by email at insurance@cimacorp.net. Upon said validation, Champion Homes Center will issue a check directly to the insured customer equal to the cost of the customer's first year of mobile home insurance, up to \$750.

National Mobile Home Insurance Company uses the following trade names based on the state where it is transacting business: National Mobile Home Insurance Company, National Mobile Home Insurance, National Mobile Home Insurance Agency, & NMH Insurance Agency.

By signing below I/we acknowledge this notice.

By

Zachary Veilleux - Champion Homes Center Representative

SIGNED
X BUYER

City of Tumwater

Date

By

Champion Homes Center MANAGER REVIEW
& ACCEPTANCE

SIGNED
X BUYER

Date



PEACE OF MIND

Haven't you always found that products rarely break down while they're still under warranty? By the time repairs or replacements are needed, it's money out of your own pocket.

This time, that doesn't have to happen to you!

The Manufactured Home Limited Warranty protects you for six additional years after the one-year manufacturer's warranty.

Coverage You Can Count On.

Your limited warranty includes the following coverage for your protection and peace of mind:

- ✓ No additional cost beyond your deductible
- ✓ Unlimited repairs, including parts and labor
- ✓ Transferable coverage
- ✓ Low \$100 out-of-pocket deductible
- ✓ Coverage for rental homes

Exclusions: Any item you do not own or any item not described under covered components in the limited warranty; any covered component that has not received proper periodic maintenance as recommended that by the manufacturer or what would be expected to be maintained by a prudent homeowner; any covered component that has been subject to neglect, abuse or has been damaged as a result of a pre-existing condition; peeling, chipping, discoloration, fading or other cosmetic loss or damage to material; any covered component that fails due to rotting, rust or corrosion; any item damaged while the home is used primarily for rental or business purposes; this exclusion does not apply to homes used for rental purposes if rental unit is selected on the Information Schedule; and any item covered under the manufacturer's warranty, another limited warranty or insurance policy.

This is a brief description of the Manufactured Home Limited Warranty.

Other exclusions apply. A copy of the limited warranty is available from your dealer for your review and provides complete details including warrantor information, limitations and exclusions.

Administrator

American Bankers Insurance Company of Florida
11222 Quail Roost Drive, Miami, FL 33157
This company operates under the trade name Assurant.
To file a claim, call 800-280-5429

Notice to Customer

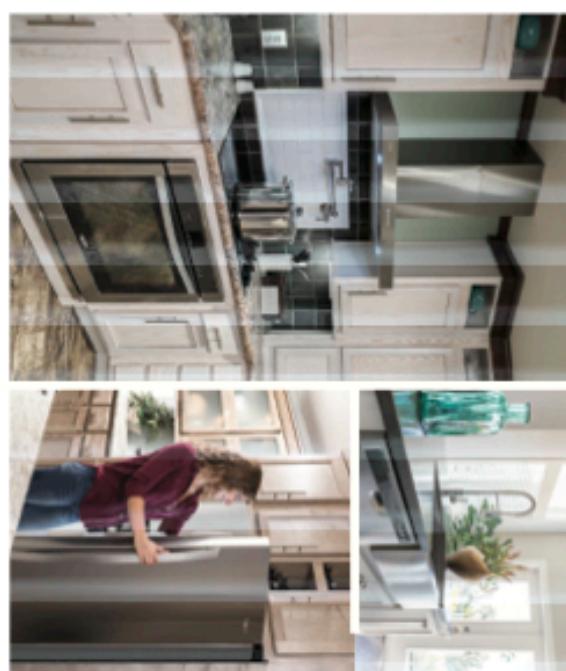
- You must follow the maintenance guidelines stated by the manufacturer. If your failure to follow the maintenance guidelines causes a breakdown, you may be denied coverage.
- You are required to obtain authorization prior to beginning any repairs covered by this limited warranty. Refer to the What to Do When You Need Service section for instructions.
- If the manufacturer's warranty is void at the manufactured home purchase date or becomes void during the limited warranty term, we will not automatically suspend all coverage. We will not provide any coverage that would have otherwise been provided under the manufacturer's warranty, until the full term of the manufacturer's warranty elapses. However, we will continue to provide any other coverage under this limited warranty, unless such coverage is otherwise excluded by the terms of this limited warranty.

The warrantor is the manufacturer. Refer to your Information Schedule provided for details.

Administrated by



ASSURANT®



For customers of

SKYLINE
Plus Six Years Limited Warranty

ASSURANT®

Broad Coverage for Your New Home

The Manufactured Home Limited Warranty covers more than just appliances! This protection covers the structure of your home, those systems originally supplied by the manufacturer (such as plumbing, electrical system, water heater, and central heat and air conditioning) and the appliances included in your home at the time of delivery.

THERE'S NO LIMIT ON THE NUMBER OF REPAIRS

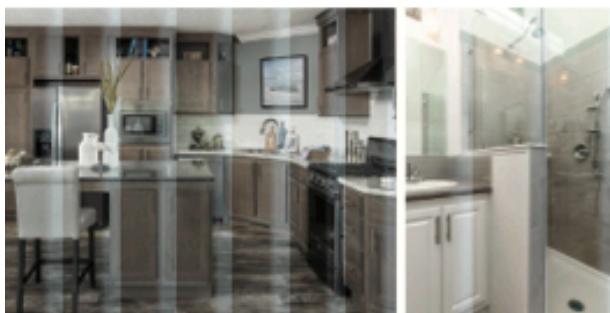
Call as often as you need. The Manufactured Home Limited Warranty reimburses you for both labor and material for unlimited repairs on defective items, up to the actual cash value of the home. It also reimburses the replacement cost for items beyond repair, due to defects in material, workmanship or installation as outlined in your limited warranty.

YOU PAY ONLY A DEDUCTIBLE

A low \$100 deductible applies for any repair or replacement of covered items due to defects (if the item is not covered by a manufacturer's warranty).

COVERAGE IS TRANSFERABLE

If you sell your home, you may transfer your coverage to the buyer in writing and within 30 days — with the assurance of continuous protection for the remainder of the contract. This feature can add significantly to the marketability and resale value of your home!



YOUR HOME'S ORIGINAL SYSTEMS

- ✓ Plumbing System
 - ✓ All hot and cold water lines, connections/joints
 - ✓ Faucets and internal assembly parts of the toilet water holding tank
 - ✓ All water waste pipes
 - ✓ All soil pipes and vents
 - ✓ Bathtubs (not hot tubs or spas)
 - ✓ Shower stalls

Water Heater

(Gas, Electric or Oil)

- ✓ All component parts
- ✓ Fuel and electrical lines and connections
- ✓ Vents and exhaust pipes

Electrical System

- ✓ Service panel (except fuses)
- ✓ Electrical wiring
- ✓ Ceiling receptacles
- ✓ Light fixtures
- ✓ Switch boxes
- ✓ Switches
- ✓ Outlets

Central Heating System

(Gas, Electric or Oil)

- ✓ Furnace: all component parts
- ✓ Fuel and electrical lines and connections
- ✓ Duct work
- ✓ Fireplace and woodstove

Central Air-Conditioning System

(Electric or Gas)

- ✓ Air-conditioning unit: all component parts
- ✓ Fuel and electrical lines and connections
- ✓ Vents and exhaust pipes



HOME STRUCTURE COVERAGE

The load-bearing parts of your home are covered against defects that affect their function, including the following:

- ✓ Steel frame
- ✓ Sub-floor structure
- ✓ Doors, windows & sliding doors
- ✓ Load-bearing & non-load bearing framing members
- ✓ Interior walls
- ✓ Exterior walls
- ✓ Roof structure
- ✓ Ceiling



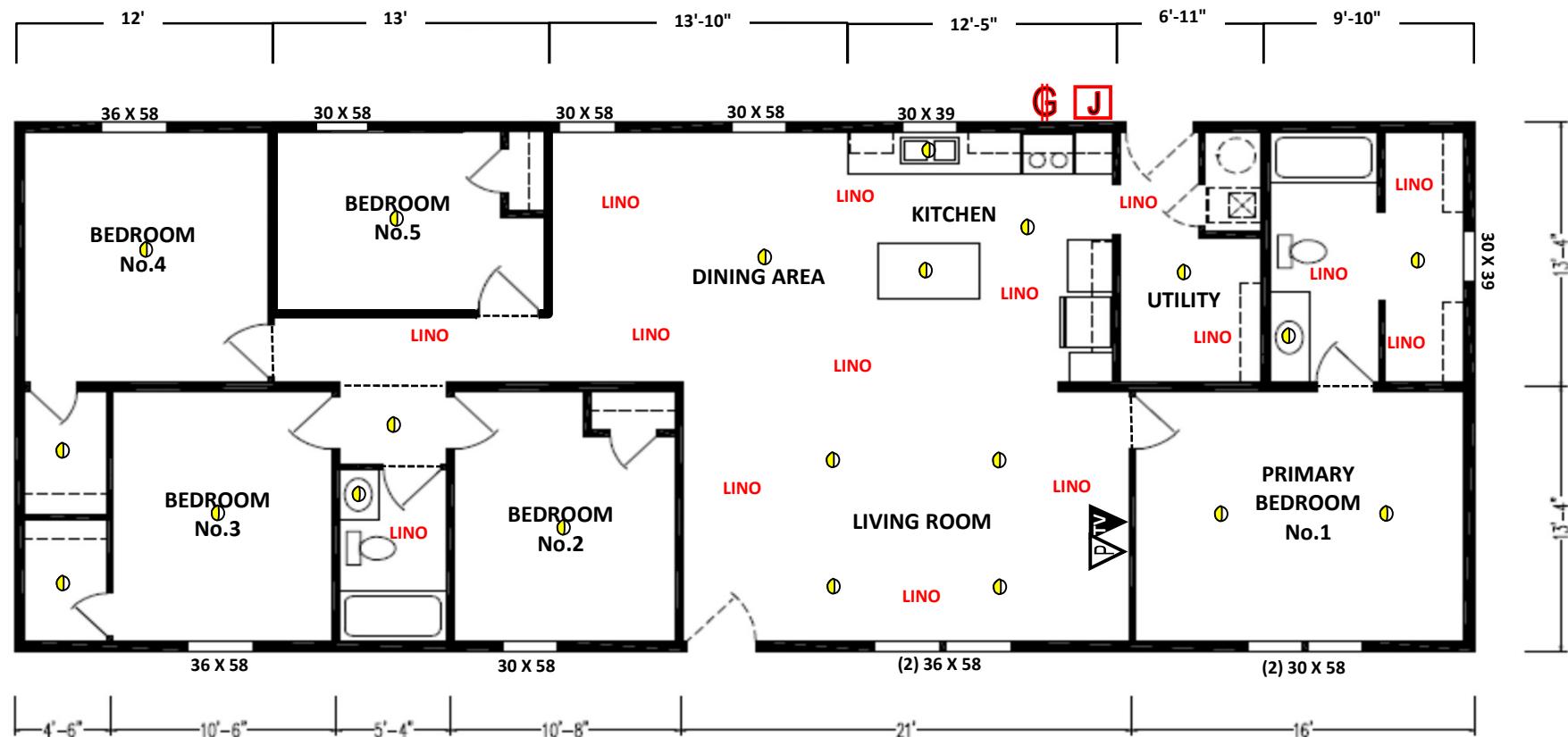
YOUR HOME'S ORIGINAL APPLIANCES

(INCLUDED AT THE TIME OF DELIVERY)

- ✓ Clothes dryer (electric or gas)
- ✓ Clothes washer
- ✓ Dishwasher
- ✓ Garbage disposal
- ✓ Oven (electric or gas)
- ✓ Microwave oven
- ✓ Range (stove top, electric or gas)
- ✓ Refrigerator
- ✓ Trash compactor
- ✓ Ceiling fans

SKYLINE[®]

ENERGY STAR HOME



ALL MEASUREMENTS & MODIFICATIONS ARE APPROXIMATES AND ARE SUBJECT TO ENGINEERING APPROVAL

MILLCREEK SERIES

HUD Standard Specifications

NorthWestFactoryDirectHomes.com 1-800-645-4943

Last Updated: 9-2-25

CONSTRUCTION:

- 8' Sidewall
- Flat Ceilings Throughout
- 2x4 Exterior Walls
- 2x3 Interior Walls
- Nominal 3/12 Roof Pitch
- 30# Roof Load
- 6" Eaves Sidewalls
- 12" Eaves Front & Rear
- 2x6 Floor Joist - 19.2" O.C.
- OSB Tongue & Groove Floor Decking
- Perimeter Heat w/ Toe Kick Registers
- Detachable Hitch
- Insulation R-33-11-14

EXTERIOR:

- Fiber Cement Siding
- 30-Year Class "A" Fire Rated Shingles
- 36" 6-Panel Fiberglass Front & Rear Door w/ Deadbolts
- Low-E Insulated Vinyl Windows

INTERIOR:

- Linoleum Entry
- Shaw® Edgewater Carpet w/ Rebond Pad
- Tape & Texture w/ Square Corners Throughout
- 2 1/4" Base Molding
- Ceiling Crown 2 1/4" Flat
- White Wood Window Casing & Trim
- 2-Panel Doors
- Round Passage Doorknobs

HEATING & PLUMBING:

- Forced Air Electric Furnace
- WI-FI Thermostat
- 30-Gallon Electric Water Heater w/ Dual Element
- Insulated Fiberglass Heat Ducts
- Whole House Water Shutoff at Main
- Plumbing for Washer & Wire for Dryer
- Wire Shelving above Washer & Dryer
- Residential PEX Water Lines

KITCHEN:

- CS84 Cabinet Construction
- Shaker Style Cabinet Doors
- Hardwood Cabinets w/ Hidden Hinges
- Full Extension Drawer System w/ Ball Bearing Guides
- Adjustable Overhead Shelves
- Fixed Shelf in Base Cabinet
- 4" Formica® Backsplash w/ Formica® Edge
- 8" Deep Stainless-Steel Sink
- Single-Lever Kitchen Faucet
- Shelf Over Refer
- 18 Cu. Ft. Frost Free Refrigerator
- 30" Deluxe Range w/ Glass, Clock & Timer
- 30" Vented Range Hood

ELECTRICAL:

- 200 Amp Service
- Recessed Lights Throughout (Except Bedrooms & Living Room)
- Exterior Receptacle w/ GFI Breaker
- Toggle Switches & Duplex Receptacles
- Smoke Detectors w/ CO
- Exterior Light at all Exterior Doors

MILLCREEK - 6 MODELS:

- ENERGY STAR® Certified
- 50-Gallon Electric Water Heater
- Insulation R-40-21-33
- 2x6 Exterior Walls

BATH FEATURES:

- Shaker Style Cabinet Doors
- Hardwood Cabinet w/ Hidden Hinges
- Full Extension Drawer System w/ Ball Bearing Guides
- 60" 1-Piece Fiberglass Tub/Showers Combo
- 4" Formica® Backsplash w/ Formica® Edge
- China Lavy Sinks
- Metal Single-Lever Faucets
- Round Commode w/ Chrome Shutoff
- Power Vent Fan w/ Light
- 24"x36" Mirror

WARRANTY:

- **Skyline Peace of Mind 7 year Extended Warranty**

SOLD BY:



550 Booth Bend Rd.
McMinnville, OR 97128
Local: 971-267-5020
Fax: 971-267-5029

MANUFACTURED BY:



Our Manufactured Homes are crafted by Skyline Homes in McMinnville, OR, where the principles of cutting edge technology and design innovation are artfully blended to produce high quality yet VALUE-BASED recreational and residential homes. Leading the competition in experience and value, Skyline is one of America's largest and most trusted home builders. Thank you for making Factory Expo Home Centers and Skyline your choice of home builder.

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Customer Initials/Date

IMPORTANT: Champion Homes reserves the right to modify, cancel or substitute products or features of this event at any time without prior notice or obligation. Pictures and other promotional materials are representative and may depict or contain floor plans, square footages, elevations, options, upgrades, extra design features, decorations, floor coverings, specialty light fixtures, custom paint and wall coverings, window treatments, landscaping, sound and alarm systems, furnishings, appliances, and other designer/decorator features and amenities that are not included as part of the home and/or may not be available at all locations. Home, pricing and community information is subject to change, and homes to prior sale, at any time without notice or obligation. ©2020 Champion Homes. All rights reserved.