



City of Tacoma
Environmental Services Department

June 8, 2026

To: The Battery Network

Fr: City of Tacoma, Environmental Services

Re: GreenVantage Service Agreement template

Thank you for the opportunity to provide input on the template "GreenVantage" service agreement which is required in 70A.555 RCW, Washington state's battery stewardship law:

A battery stewardship organization must include in its battery stewardship plan a template of the service agreement and any other forms, contracts, or other documents for use in distribution of reimbursements. The service agreement template must be developed with local government input. The entities seeking or receiving reimbursement from the battery stewardship organization are not required to use the template agreement included in the program plan and are not limited to the terms of the template agreement included in the program plan.

Reimbursement to local governments. This statute also requires reimbursement to local governments for "demonstrable costs" as defined in 173-905 WAC:

"Demonstrable costs" means costs that a local government participating in a battery stewardship program incurs as a result of covered battery collection activities, at permanent collection sites or through collection events, including labor and nonlabor costs associated with:

- (a) Sorting collected batteries;
- (b) Packaging collected batteries for transport;
- (c) Transportation and consolidation of batteries from satellite sites;
- (d) Storage containers unless those containers are provided by the battery stewardship organization;
- (e) Transportation to the battery stewardship organization's vendor, if cost effective or more efficient;
- (f) Recycling batteries collected at collection events; and
- (g) Additional agreed-to costs.

We believe the GreenVantage service agreement falls short of meeting the requirements in this rule. We have the following concerns and requests:

1. The Battery Network Inc.'s GreenVantage battery recycling program "provides municipalities with an offset to aid in the labor cost" of collecting batteries. Offsetting labor costs does not meet the letter of the law, and the rate of \$.20/lb. does not fully cover the costs of many local government battery collection activities, including Tacoma's. Every local government is going to have different labor costs (salary/benefits) and different infrastructure that must be considered in calculating adequate reimbursement.

We appreciate the information you provided that showed how you arrived at this amount. However, the assumptions do not accurately reflect all collection scenarios. It assumes the only labor involved is packing, scheduling pick-up and ordering new supplies. It does not include time required by collection site collection and management standards in WAC 173-905-520 to:

- sort out non-covered batteries, defective and damaged batteries, and other HHW
- monitoring collected batteries
- tape and/or bag for those using the box system
- training
- developing safety protocols.

It also does not include labor and non-labor costs picking up batteries at satellite, which can be significant depending on location of the satellite collection sites.

This service agreement also fails to recognize the yearly annual wage increases and inflation local governments must plan for. The agreement has no term or process for accounting for these yearly changes to demonstrable costs.

Lastly, there is no mention of reimbursement of costs related to infrastructure expansion to covered batteries. Local jurisdictions may need to remodel or expand existing infrastructure to meet the needs and requirements of the program.

2. The payment of the reimbursement has a 4-month lag time, with no date certain for reimbursements since it is based on when sorting is complete, with no maximum timeline for sorting: "The Battery Network will process reimbursement for costs at the rate below within 30 days of sorting completion at one of The Battery Network's approved sorting locations. Sorting is typically completed within 90 days of receipt."

3. The service agreement allows the BSO to change the price with simply 30-days' notice.

We request that the service agreement template:

- increases the base level of reimbursement to .30/lb. and offers an option for local governments to input their real labor and non-labor costs, adjusted yearly to accurately reflect those costs;
- include a firm timeline for payments (our standard contract language is net 30) and;
- limit changes to the reimbursement terms to an annual, mutually agreed-upon rate.

Other roles and responsibilities of BSO and collection sites. This service agreement is not specific to the requirements of 70A.555 RCW or 173-905 WAC and only addresses some reimbursements. The other roles and responsibilities of the BSO are missing. For example, BSO needs to provide educational materials, both consumer- and operator-oriented at collection sites, they are supposed to identify specific criteria to be eligible to be collection site, they are supposed to provide signage and labels to be placed near collection containers, ensure regular pick-up schedule to prevent overflow issues, provide emergency supplies. Additionally, none of the requirements for collection sites from the law/regs are mentioned in the agreement, e.g. type of batteries accepted, training, handling/daily monitoring, emergency procedures, storage, etc.

We request that all these references and requirements are clearly reflected in the service agreement or at a minimum, refer to the relevant statutes and regulations, as well as the appropriate provisions in the approved BSO plan so roles and responsibilities are clear.

Clarity and definitions. There is a reference to additional fees for non-covered batteries, but the fee is not included. There is vague reference to accepting responsibility for preparing batteries for shipment with their guidelines, which aren't included and reference federal laws which are not cited.

We request all fees identified upfront in the agreement and all referenced guidelines and laws are cited/included.

Indemnification and liability. The draft includes an indemnity provision that is much narrower than most local gov'ts regularly use, i.e. BSO will only indemnify for gross negligence, but most local gov'ts require indemnification for negligence. Normally, a narrower indemnity would need to be negotiated based on risk assessment of the risks presented by the particular agreement.

The draft includes a tight limitation of liability of \$5000 per calendar year. Considering the subject matter, it may not be appropriate to limit liability in that fashion.

Most local gov'ts are likely to have requirements such as insurance requirements for BSO (or more likely their agents that are operating as transporters for the BSO plan) that may be entering local government facilities to drop off or pick up collection containers.

Dispute resolution. The service agreement does not offer a process for dispute resolution. We request that a reasonable process be identified and included.

Thank you so much for your work to ensure the success of Washinton's battery stewardship program. We look forward to being a partner in battery collection and making sure this agreement works for all parties is critical to successful implementation. Please do not hesitate to reach out with any questions or for further discussion.

Signed by:

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