

## **MEMO**

**DATE:** June 17, 2026

**TO:** The Battery Network

**FROM:** Hazardous Waste Management Program

**RE:** GreenVantage Service Agreement Template

The Hazardous Waste Management Program (Haz Waste Program) is a coalition of local governments comprised of King County, the City of Seattle, and 38 other cities, all located in King County, Washington. The Program serves more than 2.3 million Washington State residents. The Haz Waste Program works to protect and enhance public health and environmental quality. We do this by reducing the threat posed by the production, use, storage, and disposal of hazardous materials, many of which are found in common household products and small businesses.

Haz Waste Program managing partner agencies, Seattle Public Utilities and King County Solid Waste, operate Moderate Risk Waste collection facilities that collect and manage batteries. Many of our cities in King Co. also have battery collection programs supported by the Haz Waste Program and other funding sources.

The Haz Waste Program appreciates the opportunity to provide input on the “GreenVantage” service agreement template, 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 for the service agreement and any other forms, contracts, or documents used in the distribution of reimbursements. The service agreement template must be developed with input from the local government. 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 its terms.

**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 the battery stewardship organization provides those containers;*
- (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 those within the Hazardous Waste Management Program.** Every local government will have different labor costs (salaries/benefits) and different infrastructure that must be considered when 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 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 sites, which can be significant depending on the location.

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

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:**

- **Increase the base level of reimbursement to \$.30/lb. and offer an option for local governments to input their real labor and non-labor costs, adjusted yearly to reflect those costs accurately;**
- **Include a firm timeline for payments, quarterly at minimum;**
- **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 a collection site; they are supposed to provide signage and labels to be placed near collection containers; they are supposed to ensure a regular pick-up schedule to prevent overflow issues; and they are supposed to provide emergency supplies. Additionally, many of the specific requirements for collection sites in WAC 173-905-520 are missing from the agreement, e.g., types of batteries accepted, training, handling/daily monitoring, safety information, and emergency supplies.

**We request that all these references and requirements are clearly reflected in the service agreement.**

**Clarity and definitions.** There is a reference to additional fees for non-covered batteries, but these fees are not included. There is a vague reference to accepting responsibility for preparing batteries for shipment in accordance with their guidelines, which aren’t included, and a reference to federal laws that 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 typically use: BSO will only indemnify for gross negligence, whereas 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.

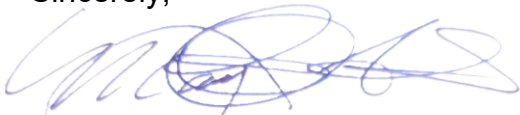
**Our partner agencies will have different needs for this section of the service agreement and will contact you separately with any suggestions.**

**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 Washington'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 to Pam Johnson, Policy Advisor, at the King County Hazardous Waste Management Program at [pam.johnson@seattle.gov](mailto:pam.johnson@seattle.gov) with any questions or for further discussion.

Sincerely,



Maythia Airhart, Director  
Hazardous Waste Management Program