

Snohomish County Solid Waste (Jon Greninger)

Thank you for the opportunity to provide comment on the Battery Network's GreenVantage Service Agreement template and proposed battery stewardship plan. Snohomish County Solid Waste supports improved statewide battery collection and recycling and appreciates the chance to provide feedback. After review, Snohomish County has identified several areas requiring revision to ensure alignment with Washington law, County operational practices, and practical implementation needs. The following comments summarize concerns that must be addressed before the County could consider adoption.

1. Definitions, Notices, and Communication

Several definitions in Section 1 lack clarity and require refinement to ensure consistent practical application. For example, the definition of "Notice" (referenced again in Section 15) specifies formal written communication delivered via certified mail, courier, or physical delivery, but does not explain when electronic communication—including email—is acceptable. Definitions related to Notice and other terms should be revised to provide clearer guidance for routine operational communication and reduce potential confusion for local governments.

2. Confidentiality and Public Records Compliance

While the agreement acknowledges that public records laws may apply, Snohomish County requires explicit reference to and compliance with the Washington Public Records Act (RCW 42.56). Confidentiality terms must clearly defer to mandatory statutory disclosure requirements.

3. Term, Termination, and Renewal

The proposed initial one year term does not reflect local government contracting timelines. Snohomish County recommends a two year initial term with automatic annual renewal unless a party provides notice of non renewal. This structure supports operational stability and reduces administrative complexity.

4. Indemnification and Liability Structure

Section 7's indemnification language is insufficient and requires complete restructuring. As drafted, it is circular, narrow in scope, and difficult to interpret. Limiting indemnification only to material breach, willful misconduct, or gross negligence does not meet Snohomish County standards and must be revised.

5. Limitation of Liability

The proposed cap tying The Battery Network's total liability to annual reimbursement amounts is not acceptable. Real world risks—including fires, spills, accidents, or environmental incidents—could far exceed the proposed cap. This limitation must be removed or significantly revised.

6. Hauler Indemnification Requirements

Snohomish County requires separate indemnification provisions ensuring that all haulers working on behalf of The Battery Network indemnify, defend, and hold harmless the County for claims arising from the transportation or handling of collected materials.

7. Insurance Requirements and Self Insurance

The agreement must include language acknowledging Snohomish County's self insured status and allow use of the County's standard self insurance provisions. Coverage limits should reflect County practice: \$1,000,000 per claim and \$2,000,000 aggregate.

8. Reimbursement Rate, Adjustments, Escalators, and Payment Timelines

The proposed reimbursement rate of \$0.20 per pound does not account for actual demonstrable costs, including labor, non labor expenses, wage increases, inflation, and changes required under

collective bargaining agreements. A mechanism for annual escalators must be included. Additionally, provisions allowing The Battery Network to set off amounts owed as a remedy for damages are misplaced and should appear within sections addressing liability or insurance. Payment schedules should not be tied solely to the completion of sorting, which may occur months after receipt. Snohomish County recommends establishing maximum sorting timelines and a consistent quarterly reimbursement schedule.

9. Assignment Clause and Contractual Balance

The agreement's assignment clause grants broad flexibility to The Battery Network while imposing restrictive limitations on Snohomish County. This imbalance should be corrected to ensure fairness and promote a collaborative working relationship.

10. Operational Requirements, Responsibilities, and Referenced Guidelines

The agreement references external guidelines and federal regulations but does not attach or clearly identify them. All referenced materials should be included or cited directly. Additional requirements should clarify expectations for training, signage, emergency supplies, and daily operational standards.

11. Inclusion of Costs for Transfer Stations and Drop Box Sites

Demonstrable costs must explicitly include battery collection at transfer stations and drop box locations, including equipment and staff time required for transportation, collection, and processing of covered materials.

12. Definition and Treatment of Satellite Sites and Campus Collection Points

Transfer stations, drop box sites, and various battery collection points across County campuses are integral components of Snohomish County's collection system and should be defined as satellite sites. Many campus locations lack dedicated or trained staff, requiring MRW staff to collect batteries, transport them to the MRW facility, and complete sorting and processing centrally—this workflow must be explicitly supported within the plan.

The current requirement that each facility enter its own collection request into the portal is not feasible. The plan must allow the County to transport batteries from transfer stations, drop boxes, and campus collection points to the MRW facility using County vehicles.

13. The Battery Network assumes all batteries will be collected using a One Drum kit.

This does not reflect Snohomish County's workflow. Flexibility is essential, and the plan should be revised to allow counties to negotiate operational processes.

Snohomish County appreciates the opportunity to provide these comments and looks forward to continued coordination with the Department of Ecology and The Battery Network to ensure the stewardship plan can be implemented effectively and in alignment with local government operational realities.