call2recycle® Recharging the planet. Recycling your batteries.™ GreenVantagePlus

GreenVantage Plus Program:

Call2Recycle's Consumer Battery Collection & Recycling Program

Call2Recycle, Inc. (d.b.a. *Call2Recycle®*)
and Kittitas County Solid Waste

GreenVantage Plus is Call2Recycle's battery recycling program that provides an incentive to help municipalities offset the handling and operating costs of collecting rechargeable batteries, while primary batteries are accepted at a cost

Kittitas County Solid Waste is a county and Call2Recycle® is operated by the non-profit Call2Recycle, Inc. Call2Recycle, Inc. and Kittitas County Solid Waste hereby agree to:

1. **Scope of the Program:** Call2Recycle® supports thousands of businesses, communities, and retailers in offering battery and cellphone drop-off locations. Call2Recycle, Inc., operates the Call2Recycle® used battery recycling program. That program is supported by the rechargeable battery industry to ensure the safe collection and recycling of certain types of rechargeable batteries. Call2Recycle's collection system safely collects and recycles consumer rechargeable and primary batteries (as that term is defined below), and after collection, are sent to corresponding facilities for further handling. The cost of these and related activities are not paid by the rechargeable battery industry. Kittitas County Solid Waste is willing to subsidize the limited expansion of the Call2Recycle® program to handle primary consumer batteries collected at Kittitas County Solid Waste own facilities.

   At this time, batteries and cellphones collected through the Call2Recycle® program in the USA are either sent to Wistron in McKinney, Texas or to INMETCO in Ellwood City, Pennsylvania for consolidation and sorting. The materials are separated by type and recycled at various processing locations in North America. Call2Recycle, Inc. may employ other sorting and/or processing facilities in the future as appropriate and at its sole discretion.

   Cellphones are recycled or refurbished and resold when possible, currently through Market Velocity. The batteries from the collected cellphones are recycled in North America, and none of the reclaimed materials from the recycling process of batteries and cellphones is sent to landfills (domestic or abroad).

   Call2Recycle® is the first program of its kind to receive the Responsible Recycling Practices Standard (R2) certification for the management of the collection and distribution of batteries and cellphones to downstream processors for recycling. Also, Call2Recycle is qualified as an e-Steward by the Basel Action Network (BAN) which acknowledges the proper disposal of batteries and cellphones.

2. **Accepted Materials:** Accepted materials in the Call2Recycle® program include dry-cell rechargeable batteries (Nickel Cadmium, Nickel Metal Hydride, Lithium Ion, Nickel Zinc, and Small Sealed Lead Acid) each weighing 11 lbs. or less; cellphones (and their batteries) – regardless of size, make, model or age; consumer primary batteries (a non-rechargeable battery weighing 5 lbs. or less, including alkaline, carbon-zinc and lithium metal batteries. Consumer primary batteries does not include batteries intended for industrial or other non-personal use).

3. **Collection Costs:** The Call2Recycle® program will be provided to Kittitas County Solid Waste, who commits to collect at least 1,800 lbs. of rechargeable batteries annually, in addition to any primary batteries.

   a. **Rechargeable:** Call2Recycle® agrees to offset rechargeable collection costs for Kittitas County Solid Waste at the following rate of $0.20/lb when they are bulk shipped in Call2Recycle-provided containers or at a rate of $0.40/lb when they are bulk shipped in Kittitas County Solid Waste-supplied containers to Call2Recycle in accordance with existing program guidelines and transportation requirements. This subsidy is intended to cover costs associated with the proper handling and preparation of rechargeable batteries for shipment. Once a minimum of 500 lbs. of rechargeable batteries has been received, Call2Recycle will reimburse Kittitas County Solid Waste on a quarterly basis.

b. **Primary:** Kittitas County Solid Waste agrees to pay Call2Recycle for Consumer Primary Batteries sent through the Call2Recycle program at the following rate of $1.00/lb (alkaline & carbon zinc) and $3.50/lb (lithium primary) when shipped in Call2Recycle-provided boxes or at a rate of $0.90/lb (alkaline & carbon zinc) and $3.40/lb (lithium primary) when they are bulk shipped in Call2Recycle-bulk containers (drums or bulk boxes) or $0.75/lb (alkaline & carbon zinc) and $3.25/lb (lithium primary) in Kittitas County Solid Waste-supplied containers. Materials shall be shipped in accordance with existing program guidelines and transportation requirements using Call2Recycle's preferred carrier at no additional cost to Kittitas County Solid Waste.

Please designate containerization below:

- ☐ Will ship using individual boxes provided by Call2Recycle
- ☐ Will ship using bulk containers (drums or bulk boxes) provided by Call2Recycle
  - ☐ Drums
  - ☐ Bulk Boxes
- ☒ Will ship in Kittitas County Solid Waste-owned containers

Call2Recycle will invoice Kittitas County Solid Waste on a quarterly basis, within two weeks of the end of each quarter, and Kittitas County Solid Waste shall pay invoices within thirty calendar days. Should Kittitas County Solid Waste dispute any charge invoiced by Call2Recycle, it shall promptly notify Call2Recycle and the parties shall try to reach a resolution of the dispute. In the meantime, all undisputed charges shall promptly be paid.

4. **Federal/State compliance:** The Call2Recycle® program allows entities seeking to meet the rechargeable battery requirements of state law the Mercury-Containing and Rechargeable Battery Management Act, 42 U.S.C 14301-14336 ("Battery Act") to do so, Call2Recycle®'s contracted recycling facilities have contractually committed to comply with all applicable environmental and occupational health regulations and Call2Recycle® periodically audits this compliance.

5. **Reporting:** Call2Recycle® shall furnish Kittitas County Solid Waste with detailed collection reports on a quarterly basis that clearly identifies: 1) Each site (Building/location) at which used batteries and cellphones are collected; 2) Types of battery chemistries collected; and 3) Weights of batteries collected.

6. **Certificates of Recycling:** Call2Recycle® offers certificates of recycling on a request-only basis for received collection containers for recycling. Certificates of recycling may be generated by Call2Recycle® only when the material has been received at the consolidation facility and entered into the recycling system.

7. **Insurance Coverage and Policy:** Call2Recycle, Inc. maintains applicable Commercial General Liability insurance coverage (a "CGL Policy") with limits of $1,000,000.00 per occurrence, $2,000,000.00 aggregate. Call2Recycle, Inc.'s CGL Policy covers bodily injury and property damage, as defined in the policy and subject to certain exclusions that are typical of such policies. Call2Recycle, Inc.'s policy does not exclude coverage for "insured contracts," which are defined by the policy to include contracts under which Call2Recycle, Inc. assumes the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Call2Recycle, Inc. also maintains a separate pollution coverage policy with limits of $5,000,000 per occurrence, $7,000,000 aggregate, and an Umbrella Policy with limits of $4,000,000 per occurrence, $4,000,000 aggregate.

   Call2Recycle, Inc. agrees to maintain a CGL Policy and pollution coverage policy with no less than the limits set forth above as long as it supplies to Kittitas County Solid Waste used battery collection materials (including, but not limited to, boxes and protective plastic bags). Upon written request from Kittitas County Solid Waste, Call2Recycle, Inc. will provide a copy of Call2Recycle, Inc. insurance policies. All contractors who provide services to Call2Recycle, Inc. and the Call2Recycle® program are required to carry insurance coverages comparable to those maintained by Call2Recycle, Inc.

8. **Liability/Indemnification:** Call2Recycle, Inc. agrees to release, indemnify and hold harmless Kittitas County Solid Waste, its employees and directors, from and against any and all claims, damages or liability for bodily injury or property damage, including reasonable attorney fees and necessary litigation expenses of Kittitas County Solid Waste, which arise as a result of the services, or use of any goods, items or articles provided by Call2Recycle, Inc. to and are not the

result of negligence on the part of Kittitas County Solid Waste, its employees or its directors, up to the maximum amounts available to Call2Recycle, Inc. under its insurance coverages. The Kittitas County Solid Waste is responsible for preparing shipments in compliance with USDOT regulations. The definitions and limitations governing the Call2Recycle, Inc. policy shall govern the interpretation of this agreement.

9. **Term of Agreement/Confidentiality:** Kittitas County Solid Waste or Call2Recycle, Inc. reserves the right to terminate this agreement or any specific terms of this agreement at any time with at least 90 days advance written notice. Such termination may be effected by giving in-person notice, or by written notice to Call2Recycle, Inc. via email or at the address and to the person identified at the beginning of this agreement. This agreement and all of its terms will self-renew on an annual basis unless terminated as provided above. Both parties recognize that terms of this agreement are proprietary and confidential, including pricing structure.

10. **Agency and Authority:** Nothing in this Agreement makes Call2Recycle, Inc.an agent of Kittitas County Solid Waste or Kittitas County Solid Waste an agent of Call2Recycle, Inc. By signing below, each signatory represents that he or she is authorized to bind the party on behalf of which he or she is signing.

Accepted and Agreed:

For Call2Recycle, Inc. by:

_____
Signature

_____
Name

_____
Title

_____
Date

For Kittitas County Solid Waste by:

_____
Signature

_____
Name

_____
Title

_____
Date