



Application and Voluntary Agreement to Opt-In to Waste Reduction Program

Business Name: _____

Address: _____

Type of Retail (convenience, dry goods): _____

Contact Name: _____

Contact Email: _____

Contact Phone: _____

Per Sections 19-201 through 19-203 of the Steamboat Springs Revised Municipal Code, _____ (business name) (hereafter "Business") hereby voluntarily opts in to the City's Waste Reduction program and agrees not to provide Disposable Plastic Bags (as defined in the attached Exhibit A) to customers at its point of sale and to collect from customers at the time of purchase a waste reduction fee of \$0.20 for each Disposable Paper Bag provided by Business to the customer. Business further agrees to retain all fees and use such fees only for the following purposes Per Section 19-204 of the Code:

- (1) Provide educational information about the Waste Reduction Fee and reusable bags free of cost to customers;
- (2) Provide required signage regarding the fee;
- (3) Train staff in the implementation and administration of the fee;
- (4) Improve or alter infrastructure to allow for the implementation, collection, and administration of the fee;
- (5) Collect, account for, and report on use of the fee to the city;
- (6) Develop and display informational signage to inform consumers about the fee; and
- (7) Provide and encourage the use of reusable bags.

Business agrees to provide a Disposable Paper Bag to a customer at no charge to that customer if the customer provides evidence that he or she is a participant in a Colorado Food Assistance Program. (Section 19-206).

Business may opt out of this voluntary agreement at any time by notifying the City of Steamboat Springs at:

Winnie DelliQuadri
Assistant to the City Manager
137 10th Street
P.O. Box 775088
Steamboat Springs, CO 80477
wdelliquadri@steamboatsprings.net



Business agrees and understands that the parties to this Voluntary Agreement are not and shall not be construed to be partners, joint venturers or agents of one another with respect to any activities associated with this Agreement. No agent, employee or volunteer of the Business shall be deemed to be an agent, employee or volunteer of the City.

Business acknowledges that neither the City nor any of the City's authorized representatives accept any responsibility or liability in respect of any claim or cause of action arising out of, or in relation to this Voluntary Agreement or Business's activities hereunder. Notwithstanding any other provisions of this Agreement to the contrary, no term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions of the Colorado Governmental Immunity Act, Section 24-10-101 *et seq.*, C.R.S., as now or hereafter amended.

BUSINESS:

By: _____

Its: _____

Date: _____

CITY OF STEAMBOAT SPRINGS, a Colorado

home rule city

By: _____

Gary Suiter, City Manager



EXHIBIT A

Applicable Code Sections and Definitions (Emphasis Added).

Chapter 19, Article IV—Disposable Bags

Sec. 19-200 Definitions.

For purposes of this Chapter, the following terms shall have the meanings ascribed to them:

Disposable Paper Bag. The term Disposable Paper Bag means a bag made predominately of paper that is provided to a customer by a Grocer at the point of sale for the purpose of transporting goods.

Disposable Plastic Bag. The term Disposable Plastic Bag means any bag that is less than two and one-quarter mil thick and is made predominately of plastic derived from petroleum or from bio-based sources, provided to a customer at the point of sale for the purpose of transporting goods. **Disposable Plastic Bag does not mean:**

(a) Bags used by consumers inside stores to:

- (1) Package bulk items, such as fruit, vegetables, nuts, grains, candy or small hardware items;
- (2) Contain or wrap frozen foods, meat, or fish;
- (3) Contain or wrap flowers, potted plants, or other items where dampness may be a problem; and,
- (4) Contain unwrapped prepared foods or bakery goods;
- (5) A non-handled bag used to protect a purchased item from damaging or contaminating other purchased items when placed in a recyclable paper bag or reusable bag.

(b) Bags provided by pharmacists to contain prescription drugs;

(c) Newspaper bags, door-hanger bags, laundry-dry cleaning bags, or bags sold in packages containing multiple bags intended for use as garbage, pet waste, or yard waste bags;

Market. The term Market means a retail establishment or business located within Steamboat Springs City limits in a permanent building, operating year round, that is a self-service market and which sells items including but not limited to a line of staple foodstuffs, meats, produce, household supplies, personal care items, or dairy products or other perishable items. Market does not mean:

- (a) Temporary vending establishment for fruits, vegetables, packaged meats and dairy.
- (b) Vendors at farmer's markets or other temporary events.
- (c) A retail establishment selling only incidental foodstuffs or small snack items.
- (d) Location where the facility is less than 10,000 sq. ft.



Reusable Bag. The term Reusable Bag means a bag that is:

- (a) Designed and manufactured to withstand repeated uses over a period of time; and
- (b) Is made from a material that can be cleaned and disinfected regularly; and
- (c) That is at least 2.25 mil thick if made from plastic; and
- (d) Has a minimum lifetime of seventy five uses; and
- (e) Has the capability of carrying a minimum of eighteen pounds.

Waste Reduction Fee. The term Waste Reduction Fee means a City fee imposed and required to be paid by each consumer making a purchase from a Market for each Disposable Paper Bag used during the purchase.

Sec. 19-203 Voluntary Opt In Any store or business may voluntarily opt in to the Waste Reduction Program and apply the ban and Waste Reduction Fee to its business by applying with the City of Steamboat Springs City Manager’s office and consenting to abide by the terms of this Article.

Sec. 19-205 Required Signage for Markets. Every Market subject to the collection of the Waste Reduction Fee shall display a sign in a location outside or inside of the business, viewable by customers, alerting customers to the City of Steamboat Springs imposed ban and fee.

Sec. 19-206 Exemptions A Market may provide a Disposable Paper Bag to a customer at no charge to that customer if the customer provides evidence that he or she is a participant in a Colorado Food Assistance Program.