

# MEMORANDUM

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**To:** SFSWMA Joint Powers Board Members  
**From:** Randall Kippenbrock, P.E., Executive Director <sup>RLK</sup>  
**Date:** March 17, 2025  
**Subject:** Request for Approval of the Material Transfer Agreement by and Between Glass to Glass Denver, LLC and Santa Fe Solid Waste Management Agency for Glass Recycling at the Glass to Glass Denver's Recycling Facility in Broomfield, CO

## SUMMARY

The Agency is requesting the Board approve a Material Transfer Agreement (Agreement) with Glass to Glass Denver for continued glass recycling at their facility in Broomfield, CO.

The Agreement is for two years and will expire on March 20, 2027. Per the Agreement, Glass to Glass Denver will pay the Agency a purchase price of \$40 per ton.

The Agreement supersedes and replaces the prior agreement approved by the Board on March 16, 2023.

## BACKGROUND

In the past, the Board has approved several two-year material transfer agreements for glass recycling with Momentum Recycling and Glass to Glass Denver as follows:

Momentum Recycling – October 18, 2018  
Momentum Recycling – October 20, 2020  
Glass to Glass Denver – March 16, 2023

Momentum Recycling sold its glass recycling plant in Broomfield, CO, to Glass to Glass Denver in the spring of 2022.

Glass to Glass Denver will accept up to 25% non-glass materials, such as ceramics, laminated glass, light bulbs, mirrors, porcelain, concrete, and rocks, per load. If non-glass materials exceed 25%, Glass to Glass Denver may, at its discretion, accept the material with no price paid to the Agency or reject the material at the Agency's expense.

From February 1, 2024, to January 31, 2025, the Agency recycled 1,691 tons of glass on 74 truckloads at a purchase price of \$37 to \$40 per ton for a total of \$67,259.

The table below provides a breakdown of costs for glass recycling using supporting information from the February 2021 Cost of Service Study, Wasteworks, revenues, and hauling services agreement. The net cost for glass recycling is \$69.96 per ton or approximately \$129,639 annually.

Glass to Glass Denver  
February 1, 2024, to January 31, 2025

<b>Description</b>	<b>Transportation &amp; Revenue</b>
Direct Costs	\$15,000
Admin Costs (indirect cost)	\$18,959
Operations/Maintenance (indirect cost)	\$82,408
Transportation	\$133,200
<b>Total Cost:</b>	<b>\$249,567</b>
Tons Processed	1,691
Annual Gross Cost (Total Cost)	\$249,567
Annual Gross Cost/Ton	\$147
Annual Revenue (BuRRT Tip Fees, Glass to Glass Purchase)	\$131,260
Annual Revenue/Ton	\$77
<b>Net Cost/Ton (Gross Cost – Revenue)</b>	<b>\$69.96</b>
<b>Annual Net Cost</b>	<b>\$129,639</b>

**ACTION REQUESTED**

The Agency requests the Board approve the Material Transfer Agreement between Glass to Glass Denver and the Agency to transport and recycle glass in Broomfield, CO.

Attachment:

- 1) Material Transfer Agreement

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**ATTACHMENT 1**  
**Material Transfer Agreement**

**MATERIAL TRANSFER AGREEMENT  
GLASS TO GLASS DENVER, LLC**

THIS MATERIAL TRANSFER AGREEMENT (this “**Agreement**”) is made and entered into by Santa Fe Solid Waste Management Agency, a New Mexico Joint Powers Entity (“**SFSWMA**”), and Glass to Glass Denver LLC, a Delaware limited liability company (“**Glass to Glass Denver**”). This Agreement shall be effective when approved by the SFSWMA Board (the “**Effective Date**”). SFSWMA and Glass to Glass Denver are collectively referred to herein as the “**Parties**” and individually as a “**Party**.”

**RECITALS**

SFSWMA receives recyclable products at its facility in Santa Fe, NM and desires to sell recyclable post-consumer glass products to Glass to Glass Denver, and Glass to Glass Denver desires to purchase SFSWMA’s recyclable glass products, all pursuant to the terms of this Agreement.

The Parties desire to enter into this Agreement to set forth their rights and obligations relating to the subject matter hereof.

**AGREEMENT**

**NOW, THEREFORE**, in consideration of the covenants, agreements, representations and warranties contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto intending to be legally bound, agree as follows:

1. **Product.** As used herein, the term “**Product**” shall mean all colors of recyclable glass received by SFSWMA that is not processed with SFSWMA’s glass crusher for local sale. SFSWMA shall exercise its reasonable best efforts to avoid the transmittal to Glass to Glass Denver of all ceramics, laminated glass, light bulbs, mirrors, porcelain, concrete, rocks, hazardous substances, and such other materials as are designated by Glass to Glass Denver from time to time.

2. **Supply and Acceptance of the Glass Products.** Pursuant to the terms hereof, for each calendar month during the Term (hereinafter defined) of this Agreement, SFSWMA shall sell to Glass to Glass Denver, and Glass to Glass Denver shall purchase from SFSWMA, Product received by SFSWMA during such month pursuant to the terms hereof.

3. **Collection and Transportation of Product.** Each calendar month during the Term of this Agreement, SFSWMA shall deliver the Product received by SFSWMA during the month to Glass to Glass Denver’s recycling facility located at 11331 Dillon Rd., Broomfield, CO 80020 DDP (Incoterms 2020). SFSWMA shall arrange for shipment of the Product and shall bear all costs, responsibilities, risk of loss, and obligations arising from or resulting from such shipping of the Product to Glass to Glass Denver’s facility. SFSWMA shall notify Glass to Glass Denver at least one business day in advance of a delivery.

4. **Price and Payment.** Glass to Glass Denver shall pay SFSWMA a purchase price of forty dollars (\$40.00 USD) per ton of glass accepted by Glass to Glass Denver under this Agreement. The foregoing notwithstanding, it is understood by both Parties that if the level of non-glass materials exceeds twenty-five percent (25%), based on sampling and testing performed by Glass to Glass Denver upon delivery, using tested methods already established and in use at Glass to Glass Denver's processing facility, then, at Glass to Glass Denver's discretion, the load may be accepted with no price to be paid to SFSWMA, or the load may be rejected at SFSWMA's expense. In such instance, Glass to Glass Denver shall upon written request provide SFSWMA with the test results for any rejected load. Glass to Glass Denver shall pay the applicable purchase price for all Product delivered during each month within thirty (30) days of the end of the month in which it was delivered. The amount of Product delivered to Glass to Glass Denver shall be finally determined upon delivery of the Product to Glass to Glass Denver's facility. During the Term of this Agreement, the Parties may agree to adjust the purchase price of Product in writing signed by an authorized officer of the Parties, and in such event, this Agreement will be amended to reflect the new Product purchase price. If no such amendment occurs, the Product purchase price specified herein will remain in effect during the Term of this Agreement.

5. **Term and Termination.**

(a) **Term.** The term of this Agreement shall commence on the Effective Date and shall expire on March 20, 2027 (hereinbefore and hereinafter "**Term**"), unless sooner terminated, extended or renewed pursuant to the terms hereof.

(b) **Termination.** This Agreement may be terminated by either Party upon sixty (60) days prior written notice to the other Party or upon a material breach of this Agreement by the other Party, after notice and a reasonable opportunity of 30 days after notice to cure.

6. **Appropriations.** If sufficient appropriations are not made to SFSWMA for the performance of this Agreement, this Agreement shall terminate upon written notice from SFSWMA to Glass to Glass Denver. SFSWMA's decision as to whether sufficient appropriations are available shall be accepted by Glass to Glass Denver and shall be final.

7. **Miscellaneous.**

(a) **Force Majeure.** No Party shall be deemed to be in default of its obligations hereunder because of a delay in its performance to the extent that such delay is caused by factors beyond its control which it could not reasonably have foreseen, including, without limitation, pandemic, epidemic, coronavirus (covid-19), fire, explosion, accident, riot, flood, earthquake, civil insurrection, act of God or the public enemy, or a labor dispute, strike or lockout.

(b) **Notices.** All notices and other communications hereunder shall be in writing and will be deemed to have been given when delivered in person with written confirmation of receipt, when received by the recipient if sent by nationally recognized overnight delivery service (receipt requested), if mailed by first class mail with receipt effective three (3) days after mailing, to the Parties at the following addresses (or at such other address for a Party as shall be specified by it by like notice):

**GLASS TO GLASS:** Hippert, Manager  
Glass to Glass Denver, LLC  
One Michael Owens Way P1  
Perrysburg, OH 43551  
Email: Robert.Hippert@o-i.com

***With a copy to:***  
O-I Glass, Inc.  
One Michael Owens Way  
Perrysburg, OH 43551  
ATTN: General Counsel

**SFSWMA:** Randall Kippenbrock, P.E.  
Executive Director  
Santa Fe Solid Waste Management Agency  
149 Wildlife Way  
Santa Fe, NM 87506  
Email: rkippenbrock@sfswma.org

(c) **No Agency or Partnership; Limited Rights.** This Agreement does not create any agency, joint venture, partnership relationship, or relationship of principal or agent between any of the Parties. The Parties recognize that during the Term, there may be employees of one Party or another upon the premises of the other. It is understood and agreed that on such occasions the employees of each Party shall remain the employees of that party solely, and that party shall be solely responsible for the wages and benefits for its employees, and any injuries which are sustained by such employees shall be covered under the Workers' Compensation insurance contracts of the respective employers.

(d) **Opportunity to Review.** Each Party has had the opportunity to review the matters contemplated by this Agreement and to obtain assistance from legal and other counsel such Party has deemed advisable relative to the foregoing.

(e) **Assignability.** This Agreement shall be binding upon and inure to the benefit of the Parties, their legal representatives, successors and assigns. This Agreement may be assigned to Glass to Glass Denver's affiliates or any purchaser of all or substantially all of the assets of Glass to Glass Denver, subject to SFSWMA's reasonable approval, not to be unreasonably conditioned, withheld or delayed. This Agreement may not otherwise be assigned, delegated or transferred by either Party without the other Part's written approval, not to be unreasonably conditioned, withheld or delayed.

(f) **Waiver.** No failure or delay by any Party in exercising any right, power or remedy will operate as a waiver of such right, power or remedy, and no waiver will be effective unless it is in writing and signed by the waiving Party.

(g) **Governing Law Venue.** This Agreement shall be governed by and construed in accordance with the laws of State of New Mexico, without regard to the principles of conflicts of laws.

(h) **Severability.** The provisions of this Agreement will be deemed severable, and the unenforceability of any one or more provisions will not affect the enforceability of any other provisions.

(i) **Complete Understanding and Agreement.** This Agreement constitutes the entire Agreement between the Parties and supersedes all other prior or contemporaneous communications between the Parties (whether written or oral) relating to the subject matter of this Agreement. This Agreement may be modified or amended solely in a writing that references this Agreement, identifies itself as an amendment, and is signed by an authorized representative of the Parties.

(j) **No Third-Party Beneficiaries.** There are no third-party beneficiaries, express or implied, under this Agreement.

(k) **Headings.** The title or section headings of the various provisions hereof are intended solely for convenience and ease of reference and shall not in any manner amplify, limit or modify or otherwise be used in interpretation of any of said provisions.

(l) **Counterparts and Electronic Transmission.** This Agreement may be executed in any number of counterparts, each of which, when taken together, will constitute one and the same instrument. The Parties agree electronically transmitted copies of signatures, notices, or amendments to this Agreement shall be binding, the same as originals of such signatures.

(m) **Captions; References.** The captions in this Agreement are for convenience of reference only and shall not define or limit any of the terms or provisions hereof.

(n) **Representations; Authorization.** Each of Party represents and warrants to the other that (i) it has all necessary capacity, power and authority to execute and enter into this Agreement, (ii) it has all necessary capacity, power and authority to perform all of the obligations required of it under this Agreement, (iii) this Agreement has been duly authorized, executed and delivered by such Party, (iv) this Agreement constitutes the valid and legally binding obligation of such Party, and (v) this Agreement is enforceable in accordance with its terms (subject to applicable bankruptcy laws or other laws affecting the rights of creditors generally). Each of the individuals executing this Agreement certifies that he or she is duly authorized to do so and that their respective Party has the necessary capacity and authority to execute and perform under this Agreement.

(o) **Confidentiality.** To the extent permitted by applicable law, all confidential business information of each party shall be held in strict confidence by the parties, their affiliates, agents, and contractors.

**IN WITNESS WHEREOF**, the Parties have executed this Agreement as of the date set forth below its signature.

**SANTA FE SOLID WASTE MANAGEMENT AGENCY:**

BY: \_\_\_\_\_  
Lee Garcia  
SFSWMA Chair

\_\_\_\_\_ Date:

**ATTEST:**

\_\_\_\_\_  
Andréa Salazar  
Santa Fe City Clerk

**APPROVED AS TO FORM:**

BY: \_\_\_\_\_  
Nancy R. Long  
Agency Attorney

\_\_\_\_\_ Date:

**GLASS TO GLASS DENVER LLC:**

BY: \_\_\_\_\_  
Robert Hippert  
Manager

\_\_\_\_\_ Date: