



## Meeting Notice

Date: Thursday September 27, 2018  
Time: 12:00 p.m.  
Location: Ramsey County Library - Maplewood | 3025 Southlawn Drive |  
Maplewood | MN | 55109

### AGENDA

- |   |             |         |
|---|-------------|---------|
| 1. Introductions                          |             |         |
| 2. Approval of Agenda                     | Action      | Page 1  |
| 3. Approval of Minutes of June 7, 2018    | Action      | Page 2  |
| 4. Business                               |             |         |
| a. 2019 Budget                            | Action      | Page 5  |
| b. Contract for Lobbying Services         | Action      | Page 9  |
| c. 2019 Partnership Legislative Platform  | Action      | Page 18 |
| 5. Information                            |             |         |
| a. Update on Anaerobic Digestion Research | Information | Page 23 |
| 6. Other                                  |             |         |
| 7. Adjourn                                |             |         |



**THURSDAY, JUNE 7, 2018  
MINUTES**

A meeting of the Partnership on Waste and Energy was held at 1:00 p.m. on Thursday, June 7, 2018 at the Ramsey County Environmental Health, 2785 White Bear Avenue #350, Maplewood, Minnesota.

**MEMBERS PRESENT**

Commissioner Peter McLaughlin – Hennepin County  
Commissioner Victoria Reinhardt – Ramsey County  
Commissioner Fran Miron – Washington County

**ALSO ATTENDING**

Rae Eden Frank, Kelli Hall, Tony Hainault, Betsy Hammer, Zack Hansen, Brendan Jordan, Dave McNary, Sam Richie, John Ristad, Katie Shaw, Nikki Stewart, Jeff Travis, Rob Vanasek, Kris Wehlage

Introductions were made.

**CALL TO ORDER/APPROVAL OF THE AGENDA**

Chair Reinhardt called the meeting to order. Commissioner McLaughlin moved, seconded by Commissioner Miron, to approve the agenda.

Roll Call:        Ayes: 3        Nays: 0        Motion Carried.

**APPROVAL OF THE JANUARY 25, 2018 MINUTES**

Commissioner Miron moved, seconded by Commissioner McLaughlin, to approve the January 25, 2018 minutes.

Roll Call:        Ayes: 3        Nays: 0        Motion Carried.

**BUSINESS**

**2018 Legislative Session**

Betsy Hammer provided a brief summary of the 2018 Legislative Session.

**Adjustment to the 2018 Partnership Budget**

Zack Hansen said staffing and the administrative portion of the budget was provided by the Recycling & Energy (R&E) staff who estimated staff time related to the Partnership activities. As 2018 has progressed, staff are projecting less administrative cost than originally budgeted. There is also a slight savings in the contracts portion of the budget. The estimated total savings in 2018 is \$53,490. Staff

recommend that the 2018 Partnership budget be adjusted to dedicate \$50,000 of the projected \$53,490 savings to the anaerobic digestion project.

Commissioner Miron moved, seconded by Commissioner McLaughlin, that the Governing Board hereby approves the adjustment to the 2018 Partnership Budget.

Roll Call:           Ayes: 3           Nays: 0           Motion Carried.

**Agreement with Great Plans Institute, Inc.**

Zack Hansen said that anaerobic digestion (AD) is a technology that captures the carbon in a feedstock, such as organic waste, and converts it to a biogas which can be used as fuel. Staff have been working with various stakeholders on exploring this technology. One of the more receptive forums has been the Bioeconomy Coalition of Minnesota which is administered by the Great Plains Institute. The coalition has been very receptive of efforts from the public and private sector to use digestion as a technology to manage organic wastes and generate biofuels.

Staff propose a project to gather information and seek to build a consensus about how to move this technology forward in Minnesota. This project will proceed in two phases.

1. Identify environmental, economic, energy and regulatory related issues to assist policy-makers in advancing the use of AD technology in Minnesota.
2. Convene stake holders and hold a dialogue about the technology, and seek consensus on the role of the technology going forward.

The Great Plains Institute is uniquely situated to lead the gathering of this information, convene a wide range of stakeholders and provide outcomes in a reasonable timeframe. Staff recommend that the Governing Board approve a contract with the Great Plains Institute to proceed with this work.

Commissioner McLaughlin moved, seconded by Commissioner Miron, that the Governing Board hereby approves the Agreement with Great Plains Institute, Inc. with a term of June 7, 2018 through May 31, 2019, in an amount not to exceed \$50,000. The Governing Board hereby authorizes the Chair to execute the agreement upon approval as to form by the county attorney.

Roll Call:           Ayes: 3           Nays: 0           Motion Carried.

**RFQ for Waste Management Lobbying Services**

Dave McNary said staff is seeking authorization to issue a RFQ for Waste Management Lobbying Services and direct staff to return to the Governing Board with a recommendation for selection of a vendor and an agreement for consideration. The solicitation would result in a four-year contract for services.

Commissioner McLaughlin moved, seconded by Commissioner Miron, that the Governing Board hereby authorizes the staff to issue an RFQ for Waste Management Lobbying Services, and directs staff to return to the Governing Board with a recommendation for selection of a vendor and an agreement for consideration with four years.

Roll Call:           Ayes: 3           Nays: 0           Motion Carried.





**PARTNERSHIP ON  
WASTE AND ENERGY**  
HENNEPIN | RAMSEY | WASHINGTON

<b>PARTNERSHIP MEETING DATE:</b>		September 27, 2018		<b>AGENDA ITEM:</b>		4.a.	
<b>SUBJECT:</b>		2019 Budget					
<b>TYPE OF ITEM:</b>		<input type="checkbox"/>	INFORMATION	<input type="checkbox"/>	POLICY DISCUSSION	<input checked="" type="checkbox"/>	ACTION
<b>ACTION REQUESTED:</b>		Approve the 2019 Partnership Budget					

**EXECUTIVE SUMMARY:**

Section 5.2.4. of The Joint Powers Agreement that creates the Partnership on Waste and Energy provides direction on an annual budget:

- 5.2.4. The Governing Board shall develop and approve an annual budget (for the calendar year January 1 to December 31) at its first official meeting, and at a fall meeting in subsequent years.
- 5.2.4.1. The budget shall specify contributions by the Parties, which shall be allocated in equal parts to the Parties.
- 5.2.4.2. The Parties shall make their contributions to the Administrative Agent by February 28th of each year.

Staff have prepared a 2019 budget. Some changes from 2018:

- Increased staff time to reflect longer legislative session.
- Funding for an intern to update the Business Waste and Recycling Guide.
- Funding for upcoming special projects.

**ATTACHMENTS:**

1. Draft Resolution
2. Proposed 2019 Partnership Budget

**FINANCIAL IMPLICATIONS:**

The 2019 proposed budget is based on experience gained during 2018.



**PARTNERSHIP ON  
WASTE AND ENERGY**  
HENNEPIN | RAMSEY | WASHINGTON

AUTHORIZED SIGNATURES	DATE
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STAFF

Handwritten signature of Dave McNay in blue ink.

Hennepin County

9/12/18

Handwritten signature of J. Hansen in black ink.

Ramsey County

Handwritten signature of Nicole Stewart in black ink.

Washington County



**PARTNERSHIP ON  
WASTE AND ENERGY**  
HENNEPIN | RAMSEY | WASHINGTON

**Resolution PWE-2018-\_\_  
2019 Budget**

WHEREAS, The Joint Powers Agreement (“JPA”) between the Ramsey/Washington Recycling & Energy Board (“R&E Board”) and Hennepin County for a Partnership on Waste and Energy Issues (“Partnership”) directs the Governing Board of the Partnership to develop an annual budget; and

WHEREAS, The JPA further specifies that the Partnership budget shall specify contributions by the Parties, which shall be allocated in equal parts to the Parties; and

WHEREAS, A 2019 budget for the Partnership has been presented by staff. NOW, THEREFORE, BE IT

RESOLVED, The Governing Board hereby approves the 2019 Partnership Budget.

\_\_\_\_\_  
Chair, Governing Board

9/27/18

Date

\_\_\_\_\_  
Attest, Vice Chair

9/27/18

Date

**2019 Partnership on Waste and Energy Budget**

	<b>2018 Approved Budget</b>	<b>2018 Amended Budget #1</b>	<b>2019 Proposed Budget</b>
	<u>          </u>	<u>          </u>	<u>          </u>
<b>APPROPRIATIONS:</b>			
<b>Staffing and Administration</b>			
Planning Specialist	26,000	24,890	32,500
Intern	25,000	9,000	18,800
Accounting Manager	10,300	4,400	5,300
Contract Manager	5,080	4,000	4,500
Communications Staff	25,000	-	4,200
	<u>91,380</u>	<u>42,290</u>	<u>65,300</u>
<b>Contracts</b>			
Insurance, MCIT	2,000	1,115	1,200
RethinkRecycling.com and Business guide MOD	15,500	15,500	10,500
Lobby Contract - Waste	50,000	50,000	50,000
Lobby Contract - Energy, Fryberger	25,000	24,975	25,000
Special Projects	-	50,000	25,000
	<u>92,500</u>	<u>141,590</u>	<u>111,700</u>
<b>Total Contracts</b>	<u>92,500</u>	<u>141,590</u>	<u>111,700</u>
<b>Total Appropriations</b>	<u><u>183,880</u></u>	<u><u>183,880</u></u>	<u><u>177,000</u></u>
<b>REVENUE:</b>			
SWMCB*	15,500	15,500	10,500
Recycling and Energy Board	84,190	84,190	83,250
Hennepin County	84,190	84,190	83,250
	<u>183,880</u>	<u>183,880</u>	<u>177,000</u>
<b>Total Revenue</b>	<u><u>183,880</u></u>	<u><u>183,880</u></u>	<u><u>177,000</u></u>

\* Paid by SWMCB: unspent funds carry over into next fiscal year for specified projects  
Total received by SWMCB is \$26,000





**PARTNERSHIP ON  
WASTE AND ENERGY**  
HENNEPIN | RAMSEY | WASHINGTON

<b>PARTNERSHIP MEETING DATE:</b>		September 27, 2018		<b>AGENDA ITEM:</b>		4.b.	
<b>SUBJECT:</b>		Contract for Lobbying Services					
<b>TYPE OF ITEM:</b>		<input type="checkbox"/>	INFORMATION	<input type="checkbox"/>	POLICY DISCUSSION	<input checked="" type="checkbox"/>	ACTION
<b>ACTION REQUESTED:</b>		<ol style="list-style-type: none"> <li>1. Approve the selection of Capitol Hill Associates, Inc. as the Partnership’s Waste Lobbyist.</li> <li>2. Authorize the Administrative Agent to execute an Agreement with Capitol Hill Associates, Inc. upon approval as to form by the County Attorney, in an amount not to exceed \$200,000 for a term of January 1, 2019 through December 31, 2022.</li> </ol>					

**EXECUTIVE SUMMARY:**

Section 5.1.1. of the Joint Powers Agreement (JPA) states that the Governing Board is responsible to “Develop a legislative and policy platform, and to select the contract lobbyists for waste management and energy.” A four-year Agreement with Capitol Hill Associates (CHA) for waste management lobbying services in the amount not to exceed \$200,000 is presented for approval.

At its June 7, 2018 meeting, the Governing Board authorized the issuance of a request for qualifications (RFQ) for waste lobbying services. One response was received from Capitol Hill Associates. Staff from the three counties reviewed the response using the criteria in the RFQ.

Capitol Hill Associates has a great deal of experience and expertise working on solid waste policy, and the team has a clear and detailed understanding of the counties’ positions on waste management issues. Capitol Hill Associates was the contract lobbyist for the Solid Waste Management Coordinating Board and served as the Governing Board’s lobbying firm on solid waste issues in 2018.

**ATTACHMENTS:**

1. Draft Resolution
2. Contract for Lobbying Services

**FINANCIAL IMPLICATIONS:**

Included in budgets.



**PARTNERSHIP ON  
WASTE AND ENERGY**  
HENNEPIN | RAMSEY | WASHINGTON

AUTHORIZED SIGNATURES	DATE
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STAFF

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Hennepin County

9/17/18

Handwritten signature of J. Hansen in black ink.

Ramsey County

Handwritten signature of Nicole Stewart in black ink.

Washington County



**PARTNERSHIP ON  
WASTE AND ENERGY**  
HENNEPIN | RAMSEY | WASHINGTON

**Resolution PWE-2018-\_\_  
Contract for Lobbying Services**

WHEREAS, The Joint Powers Agreement (“JPA”) between the Ramsey/Washington Recycling & Energy Board (“R&E Board”) and Hennepin County for a Partnership on Waste and Energy Issues (“Partnership”) directs the Governing Board of the Partnership to develop an annual budget; and

WHEREAS, The JPA further specifies that the Governing Board may negotiate, enter, and enforce contracts necessary to accomplish the purposes set forth in the JPA; and

WHEREAS, The JPA identifies the R&E Board as the Administrative Agent for the Partnership, and that its procurement guidelines will be used for Partnership procurement; and

WHEREAS, The JPA further charges the Governing Board to develop a legislative and policy platform, and to select the contract lobbyists for waste management and energy; and

WHEREAS, Pursuant to the R&E Board’s Procurement Guidelines, a request for qualifications (“RFQ”) was issued, and the response to that RFQ was reviewed according to the criteria in the RFQ; and

WHEREAS, Staff recommend that the Governing Board select Capitol Hill Associates, Inc. as the Partnership’s Waste Lobbyist. NOW, THEREFORE, BE IT

RESOLVED, The Governing Board hereby approves the selection of Capitol Hill Associates, Inc. as the Partnership’s Waste Lobbyist. BE IT FURTHER

RESOLVED, The Governing Board hereby authorizes the Administrative Agent to execute an Agreement with Capitol Hill Associates, upon approval as to form by the County Attorney, in an amount not to exceed \$200,000 for a term of January 1, 2019 through December 31, 2022.

\_\_\_\_\_  
Chair, Governing Board

9/27/18

\_\_\_\_\_  
Date

\_\_\_\_\_  
Attest, Vice Chair

9/27/18

\_\_\_\_\_  
Date

**Agreement between Governing Board of the Partnership on Waste and Energy  
and Capitol Hill Associates, Inc.  
For Lobbying Services**

THIS AGREEMENT made and entered into by and between the Governing Board of the Partnership on Waste and Energy, hereinafter referred to as the "Partnership", and Capitol Hill Associates, Inc., with its principal place of business at 525 Park Street, Ste. 255, Saint Paul, MN 55103, hereinafter referred to as the "Contractor" or "Vendor".

**1. Term**

The term of the Agreement shall be January 1, 2019 through December 31, 2019 and may be renewable for up to three (3), one (1) year periods.

**2. Scope of Services**

The Contractor shall carry out the following services throughout the term of the Agreement:

- a) Report to, and take direction from the Policy Staff.
- b) Attend a minimum of three Partnership and no fewer than three Policy Staff meetings.
- c) Stay in regular communication with Policy staff on legislative and policy development matters.
- d) Develop strategies for advancing issues that are raised by the Partnership in the course of waste policy development. Provide strategy for implementing Partnership legislative principles.
- e) For any Partnership initiated legislation, identify and secure bill authors.
- f) Work with key legislative committee chairs, members and staff to advance the Partnership's legislative initiatives.
- g) Assist Policy Staff with the preparation and dissemination of background materials related to the Partnership legislative issues.
- h) Develop testimony with Policy Staff on waste management issues impacting the Partnership and its member counties. Identify commissioners and other testifiers and review testimony developed with Policy Staff with them. Attend hearings with testifiers.
- i) Coordinate with other organizations as appropriate on Partnership legislative issues, and work towards reaching consensus on these policy matters.
- j) Work with the Revisor's office on language and develop support for changes desired.
- k) Under direction of the Policy staff, serve as a central contact on Partnership legislative issues for stakeholder sectors including MPCA, Department of Commerce, Department of Agriculture, Public Utilities Commission, Department of Employment and Economic Development, AMC, other counties and the Governor's office.
- l) Working with Policy Staff, attend meetings on legislative issues with other stakeholders
- m) Share the Partnership's legislative platform specifics with Governor's office staff and appropriate Administration officials.
- n) Work with other stakeholders and develop coalitions, as necessary, to advance the Partnership's legislative and policy platform.

### **3. Cost/Payment**

- a) The Partnership shall pay the Contractor a monthly fee of \$8,600.00 for the months of January 2019 through May 2019, and a monthly fee of \$1,000 for the months of June through December, with a maximum not to exceed annual fee of \$50,000.00, inclusive of expenses. The Contractor shall submit monthly invoices to the Partnership.
- b) If applicable, invoices shall show applicable Minnesota sales tax of 6.875% separately.
- c) No payment will be made until the invoice has been approved by the Partnership.
- d) The Partnership shall make payment to the Contractor within thirty (30) days of the date on which the invoice is received. If the invoice is incorrect, defective or otherwise improper, the Partnership will notify the Contractor within ten (10) days of receiving the incorrect invoice. Upon receiving the corrected invoice, the Partnership will make payment within thirty (30) days of the corrected invoice.
- e) Payment of interest and disputes regarding payment shall be governed by the provisions of Minnesota Statutes §471.425.

### **4. Contractor Obligations**

The Partnership agrees to purchase, and the Contractor agrees to furnish, services set forth in Section 2, Scope of Services, attached hereto and made part hereof.

### **5. Audits, Reports, Records and Monitoring Procedures**

The Contractor will:

- a) Maintain records which reflect all revenues, costs incurred and services provided in the performance of the Agreement.
- b) Agree that the Partnership, the State Auditor or legislative authority, or any of their duly authorized representatives at any time during normal business hours, and as often as they may deem reasonable and necessary for a minimum of six years from the end of this contract pursuant to Minnesota Statute §16C.05, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, and accounting procedures and practices of the Vendor which are relevant to the Vendor's performance and determination of the agreed upon discounted payment rate under this Agreement.

### **6. Standards**

- a) The Contractor shall comply with all applicable Federal and State Statutes and regulations as well as local ordinances now in effect or here after adopted.
- b) Failure to meet the requirements of Section a. above may be cause for cancellation of the Agreement effective the date of receipt of the Notice of Cancellation.

### **7. Data Privacy**

All data collected, created, received, maintained or disseminated for any purpose by the activities of the contractor because of this agreement shall be governed by the Minnesota Government Data Practices Act (Act), Minn. Stat. Chap.13, as amended and Rules implementing the Act. The contractor is subject to the requirements of the Act and Rules and must comply as if it is a governmental entity subject to the Act and Rules. The remedies contained in section 13.08 of the Act shall apply to the contractor.

## **8. Nondiscrimination**

Pursuant to Minn. Stat. Chapter 364 and Minn. Stat. 181.59 and General Partnership policy, every contract shall contain provisions by which the contractor agrees to freedom from discrimination in employment.

## **9. Indemnity and Insurance**

a) Indemnity - The Vendor does hereby agree that it will defend, indemnify, and hold harmless the Partnership, its agents, officers and employees against any and all liability, loss, damages, costs and expenses which the Partnership may hereafter sustain, incur or be required to pay by reason of any negligent act or omission or intentional act of the Vendor, its agents, officers or employees during the performance of this Agreement.

b) Insurance - The Vendor does further agree that in order to protect itself, as well as the Partnership, it will at all times during the term of the Agreement have and keep in force:

- i. Commercial General Liability/Professional Liability with contractual liability coverage in the amount of the Partnership's tort liability limits set forth in Minnesota Statute 466.04 and as amended from time to time. The Partnership, its agents, officers, and employees shall be listed as an additional insured as it relates to these liabilities.
- ii. Automobile coverage in the amount of the Partnership's tort liability limits set forth in Minnesota Statute 466.04 and as amended from time to time.
- iii. Workers' Compensation in statutory amount (if applicable).

Evidence of Insurance shall be provided before this Agreement is effective. The Partnership shall be given thirty (30) days advance written notice of any changes in coverage.

In the event that claims or lawsuits shall arise jointly against the Vendor and the Partnership, and the Partnership elects to present its own defense, using its own counsel, in addition to or as opposed to legal representation available by the insurance carriers providing the coverage as stated above, then such legal expense shall be borne by the Partnership.

## **10. Independent Contractor**

It is agreed that nothing herein contained is intended or should be construed in any manner as creating or establishing the relationship of co-partners between the parties hereto or as constituting the Vendor as the agent, representative, or employee of the Partnership for any purpose or in any manner whatsoever. The Vendor is to be and shall remain an independent contractor with respect to all services performed under this Agreement.

The Vendor represents that it has, or will secure at its own expense, all personnel required in performing services under this Agreement. Any and all personnel of the Contractor or other persons, while engaged in the performance of any work or services required by the Contractor under this Agreement, shall have no contractual relationship with the Partnership and shall not be considered employees of the Partnership.

Neither the Vendor nor its employees will at any time be construed to be employees of the Partnership. The Vendor is responsible for its employees' compensation, fringe benefits and all insurance coverage.

**11. Subcontracting and Assignment**

The Vendor shall not enter into any subcontract for performance of any services contemplated under this agreement; nor novate or assign any interest in the agreement without the prior written approval of the Partnership. Any assignment or novation may be made subject to such conditions and provisions as the Partnership may impose. If the contractor subcontracts the obligations under this agreement, the contractor shall be responsible for the performance of all obligations by the subcontractors.

**12. Modifications**

Any material alteration, modification or variation shall be reduced to writing as an amendment and signed by the parties. Any alteration, modification, or variation deemed not to be material by agreement of the Partnership and the Contractor shall not require written approval.

**13. Merger**

It is understood and agreed that the entire agreement of the parties is contained herein and this Agreement supersedes all oral agreements and negotiations between the parties relating to this subject matter. All items referred to in this Agreement are incorporated or attached and deemed to be a part of the Agreement.

**14. Performance**

All services performed by the Vendor pursuant to this Agreement shall be performed to the satisfaction of the Partnership, as determined at the sole discretion of its authorized representative, and in accord with all applicable federal, state, and local laws, ordinances, rules and regulations. Services not performed in accordance with the terms and conditions of RFQ and contract shall be considered a material breach and shall be cause for be immediate termination by Partnership. The Vendor shall not receive payment for work found by the Partnership to be unsatisfactory, or performed in violation of federal, state, or local law, ordinance, rule or regulation. In the event of work found by the Partnership to be unsatisfactory, the Partnership shall provide Vendor with written notice describing the work found to be unsatisfactory in any reasonable respect and thirty (30) days to correct the unsatisfactory service performed. Vendor shall work with the Partnership to correct the

unsatisfactory service to Partnership's mutual satisfaction within thirty (30) days of said notice. If service is not corrected to the satisfaction of the Partnership, it shall be considered a material breach and shall be cause for be immediate termination by Partnership.

**15. Contractor Debarment, Suspension, and Responsibility**

Federal Regulation 45 CFR 92.35 prohibits the Partnership from purchasing goods or services with federal money from vendors who have been suspended or debarred by the federal government. Similarly, Minnesota Statutes, Section 16C.03, subdivision 2, provides the Commissioner of Administration with the authority to debar and suspend vendors who seek to contract with the Partnership. Vendors may be suspended or debarred when it is determined through a duly authorized hearing process, that they have abused the public trust in a serious manner.

**16. Termination**

The Partnership may immediately terminate this Agreement if any proceeding or other action is filed by or against the Contractor seeking reorganization, liquidation, dissolution, or insolvency of the Contractor under any law relating to bankruptcy, insolvency or relief of debtors. The Contractor shall notify the County upon the commencement of such proceedings or other action.

If the Contractor violates any material terms or conditions of this Agreement the Partnership may, without prejudice to any right or remedy, give the Contractor, and its surety, if any, seven (7) calendar days written notice of its intent to terminate this Agreement, specifying the asserted breach. If the Contractor fails to cure the deficiency within the seven (7) day cure period, this Agreement shall terminate upon expiration of the cure period.

The Partnership may terminate this Agreement without cause upon giving at least thirty (30) calendar days written notice thereof to the Contractor. In such event, the Contractor shall be entitled to receive compensation for services provided in compliance with the provisions of this Agreement, up to and including the effective date of termination.

**17. Interpretation of Agreement; Venue**

The Agreement shall be interpreted and construed according to the laws of the State of Minnesota. All litigation regarding this Agreement shall be venued in the appropriate State or Federal District Court in Ramsey County, Minnesota.

The provisions of this Agreement are severable. If any part of this Agreement is rendered void, invalid or unenforceable, such rendering shall not affect the validity and enforceability of the remainder of this Agreement.

**18. Warranty**

The Contractor warrants that it has the legal right to provide the goods and services identified in this Agreement and further warrants that the goods and services provided shall be in compliance with the provisions of this Agreement.



IN WITNESS WHEREOF the parties have executed this Agreement as of the dates below.

**CAPITOL HILL ASSOCIATES, INC.**

By: *Robert M. Vansch*  
Date: 9/13/18

**GOVERNING BOARD OF THE PARTNERSHIP ON WASTE AND ENERGY:**

By: \_\_\_\_\_  
Partnership Chair

Date: September 27, 2018

Attested to: \_\_\_\_\_  
Partnership Vice Chair

Date: September 27, 2018

**Recommended by Partnership Policy Staff:**

*Zack Hansen*  
By: \_\_\_\_\_  
Zack Hansen, Ramsey County

Date: September 14, 2018

*Nicole Stewart*  
By: \_\_\_\_\_  
Nicole Stewart, Washington County

Date: September 17, 2018

*Dave McNary*  
By: \_\_\_\_\_  
Dave McNary, Hennepin County

Date: September 14, 2018

**Approved As To Form:**

*[Signature]*  
By: \_\_\_\_\_  
Assistant County Attorney

Date: September 14, 2018



**PARTNERSHIP ON  
WASTE AND ENERGY**  
HENNEPIN | RAMSEY | WASHINGTON

<b>PARTNERSHIP MEETING DATE:</b>		September 27, 2018		<b>AGENDA ITEM:</b>		4.c.	
<b>SUBJECT:</b>		2019 Partnership Legislative Platform					
<b>TYPE OF ITEM:</b>		<input type="checkbox"/>	INFORMATION	<input type="checkbox"/>	POLICY DISCUSSION	<input checked="" type="checkbox"/>	ACTION
<b>ACTION REQUESTED:</b>		Approve 2019 Partnership Legislative Platform					

**EXECUTIVE SUMMARY:**

Staff and lobbyists have prepared an updated platform for consideration by the Governing Board. The 2019 Partnership Legislative Platform will guide efforts for the 2019 legislative session.

**ATTACHMENTS:**

1. Draft Resolution
2. 2019 Draft Partnership Legislative Platform

**FINANCIAL IMPLICATIONS:**

None.



**PARTNERSHIP ON  
WASTE AND ENERGY**  
HENNEPIN | RAMSEY | WASHINGTON

AUTHORIZED SIGNATURES	DATE
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STAFF

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Hennepin County

9/12/18

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Ramsey County

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Washington County



**PARTNERSHIP ON  
WASTE AND ENERGY**  
HENNEPIN | RAMSEY | WASHINGTON

**Resolution PWE-2018-\_\_  
2019 Partnership Legislative Platform**

WHEREAS, The Joint Powers Agreement (“JPA”) between the Ramsey/Washington Recycling & Energy Board (“R&E Board”) and Hennepin County for the Partnership on Waste and Energy (“Partnership”) outlines the duties of the Governing Board of the Partnership; and

WHEREAS, Section 5.1.1.of the JPA specifies that the Governing Board shall develop a legislative and policy platform; and

WHEREAS, The Governing Board has discussed legislative and policy issues that are in the interests of the Partnership’s member counties, and has identified the key issues to be addressed in a platform. NOW, THEREFORE, BE IT

RESOLVED, The Governing Board hereby approves the 2019 Partnership Legislative Platform.

\_\_\_\_\_  
Chair, Governing Board

9/27/18  
Date

\_\_\_\_\_  
Attest, Vice Chair

9/27/18  
Date



**PARTNERSHIP ON  
WASTE AND ENERGY**  
HENNEPIN | RAMSEY | WASHINGTON

## 2019 Partnership Legislative Platform

Topic	Policy Position
Waste Management Act Goals	The Partnership supports the waste management goal of the state and the integrity of the order of preferred waste management practices, known as the solid waste management hierarchy.
Waste Hierarchy Goals and Measurement	The Partnership supports implementation of a waste hierarchy goal that identifies progress in meeting solid waste system performance by measuring the volume and characteristics of waste managed by land disposal, and also monitoring the policy goals of the Waste Management Act such as reducing the toxicity of waste, separating materials and energy, reducing greenhouse gases, promoting beneficial use, and orderly development of the system.
Solid Waste Roles and Responsibilities	The Partnership supports the Waste Management Act, under which counties are the entities accountable for meeting state goals and requirements related to solid waste. Locally elected officials are in the best position to make decisions for their counties, within broad guidance from the state. This role is appropriate since elected county commissioners make decisions locally.  The Partnership supports a robust public engagement process for developing county solid waste plans.
Legislative Solid Waste Committee	The Partnership supports the establishment of a bi-partisan, bicameral committee to address solid waste related issues.
Solid Waste Management Tax	The Partnership supports allocating all of the revenue generated by the Solid Waste Management Tax (SWMT) to waste management activities and increasing SCORE funding.
Solid Waste as a Renewable Fuel	The Partnership supports continued state and federal recognition of solid waste as a renewable fuel, as well as state and federal financial support for waste and energy industries to use public and private solid waste facilities as a part of their sustainable, renewable energy resource programs, including production of biofuels.
New Technologies for Waste Processing	The Partnership supports financial incentives by the state, as well as reduced barriers, for the development and permitting of new or alternative technologies for waste reduction, reuse, recycling, beneficial reuse, and waste processing, including use of new technology and methods to recover materials, energy and biofuels from waste.
Opposing preemption of local control	The Partnership opposes legislation that limits, prohibits or interferes with a local government's ability to implement any component of its solid waste master plan as required by Minnesota Statutes Chapters 115a and 473. It further opposes preemption of local control and unfunded mandates that would restrict, hinder, or impair a local unit of government's ability to implement its solid waste plans.
Market Development	The Partnership supports a public/private partnership to identify the key steps to be taken by the public and private sectors to assure markets for recyclables that are local, reliable, economically viable, and protective of Minnesota's resources.  The Partnership supports state funding to support market development and businesses that use recycled materials. The Partnership supports an interagency stakeholder group of state and local entities to champion and develop market development efforts.

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Product Stewardship	<p>The Partnership supports product stewardship programs, with an emphasis on an Extended Producer Responsibility framework approach, to provide environmental protection, county cost recovery, indemnification of counties from product liability, and measurable and enforceable goals.</p> <p>The Partnership supports manufacturer incentives that would reduce the amount of waste packaging associated with consumer products.</p> <p>The Partnership supports maximizing the collection and safe disposal of unwanted prescription and over-the-counter medicines through an internalized pharmaceutical manufacturer financing mechanism that covers the costs of collection, transportation and hazardous waste disposal, and that does not rely on state and local government funding.</p> <p>The Partnership supports maximizing the collection and safe disposal of sharps through manufacturer financing mechanisms that cover the cost of safe disposal, collection, and transportation.</p>
Electronic Waste	<p>The Partnership supports efforts to make improvements that would maximize the e-waste recycling program, and the use of manufacturer payments to fully reimburse county collection efforts, and make progress toward a more complete product stewardship program.</p>
Inverse Condemnation	<p>The Partnership opposes “inverse condemnation” legislation which would restrict, hinder, or impair a local unit of government’s ability to carry out waste management responsibilities.</p>
Solid Waste Financing	<p>The Partnership supports increased capital assistance project funding.</p> <p>The Partnership supports reasonable state oversight for capital improvement projects in cases where state funds are passed through the Pollution Control Agency or other state entity.</p>
Incentives for Waste Processing Services	<p>The Partnership supports additional state funding or incentives, such as waste processing credits, to counties that are providing or financially supporting waste processing.</p>
Sales Tax Rebates for Processing Facilities	<p>The Partnership supports aligning solid waste management tax rebates to those entities that recover, recycle, or reuse material.</p>
Biomass from Tree Waste	<p>Waste from diseased or damaged trees should be a priority for biomass energy.</p>



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<b>PARTNERSHIP MEETING DATE:</b>		September 27, 2018		<b>AGENDA ITEM:</b>		5.a.	
<b>SUBJECT:</b>		Update on Anaerobic Digestion Research					
<b>TYPE OF ITEM:</b>		<input checked="" type="checkbox"/>	INFORMATION	<input type="checkbox"/>	POLICY DISCUSSION	<input type="checkbox"/>	ACTION
<b>ACTION REQUESTED:</b>		None					

**EXECUTIVE SUMMARY:**

At its June 7 meeting, the Partnership approved a contract with the Great Plains Institute (GPI), as convener of the Bioeconomy Coalition of Minnesota, to study anaerobic digestion (AD). This project includes gathering information on the technology and building consensus in order to move AD forward in Minnesota. The work is progressing in two phases.

The first phase is identifying the related environmental, economic, energy, and regulatory issues to assist policy-makers in advancing the use of AD technology in Minnesota. The report will be distributed at the meeting.

The second phase includes convening key stakeholders to seek consensus on the role of the technology going forward. The intended audience is state agencies, counties, and public sector solid waste management, universities, and private sector companies conducting research, and current and potential private sector AD developers. This portion of the work will continue into 2019. A final project update will be presented when complete.

**ATTACHMENTS:**

None.

**FINANCIAL IMPLICATIONS:**

None.



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AUTHORIZED SIGNATURES	DATE
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STAFF

Handwritten signature of Dave McNay in black ink.

Hennepin County

9/12/18

Handwritten signature of J. Hansen in black ink.

Ramsey County

Handwritten signature of Nicole Stewart in black ink.

Washington County