



MEETING NOTICE
RAMSEY/WASHINGTON RECYCLING & ENERGY BOARD

Date: Thursday, October 27, 2022

Time: 10:00 am to 12:00 pm

Commissioners, Key staff, Presenters:

Ramsey County Environmental Health | 2785 White Bear Ave N. | 2nd Floor Conference Room
Maplewood, MN | 55109 | [Map](#)

Public: [Microsoft TEAMS](#) | Call In (audio only): 1-323-792-6297 | Phone Conference ID: 770 772 253#

The Recycling & Energy Board Chair approved, starting with the March 24, 2022 R&E Board meeting, hosting with commissioner members all in person at Ramsey County Environmental Health Offices in Maplewood, along with key staff and presenters. Members of the public are encouraged to participate remotely or may attend at the Maplewood address.

AGENDA:

- I. Call to Order, Introductions, Commissioner Roll Call**
- II. Approval of Agenda** Action Page 1
- III. Approval of Minutes – September 22, 2022 Board Minutes** Action Page 3
- IV. Consent Agenda** Action Page 7
 - a. Transportation Vendor Selection Authorization and Delegated Authority
 - b. Insurance Broker Vendor Selection and Delegated Authority
- V. Governance - No items.**
- VI. Management and Administration**
 - a. 2022 Budget Update Information Page 10
 - b. Transfer Station Procurement for Food Scrap Sortation Information Page 13
 - c. Update on Transload & Landfill Agreements Information Page 15
 - d. Waste Delivery Agreements Delegated Authority Action Page 17
 - e. Food Scraps Pickup Program Update Information Page 33
- VII. Policy - No items.**
- VIII. Updates and Reports** Information Page 35
 - a. Facility Updates
 - b. Joint Activities Updates
 - c. Procurement Report

AGENDA: R&E Board 10-27-2022

IX. Other

- a. Invitation for Comments from Ex Officio R&E Board Members: Information
MPCA and City of Newport

X. Adjourn

NEXT MEETING:

Thursday, December 15, 2022 | 10 am – 12 pm | Ramsey County Environmental Health, Maplewood



THURSDAY, SEPTEMBER 22, 2022
RAMSEY/WASHINGTON RECYCLING & ENERGY BOARD MINUTES

A meeting of the Ramsey/Washington Recycling & Energy Board (R&E Board) was held at 10:00 a.m. on Thursday, September 22, 2022, at the Ramsey County Environmental Health Office, 2785 White Bear Avenue North, Suite 350, Maplewood, Minnesota. Members of the public attended remotely or in person at the Maplewood address.

MEMBERS PRESENT

Commissioners Fran Miron, Lisa Weik – Washington County
Commissioners Nicole Frethem, Trista MatasCastillo, Rafael Ortega, Victoria Reinhardt – Ramsey County

MEMBERS NOT PRESENT

Commissioners Wayne Johnson, Stan Karwoski, Gary Kriesel - Washington County
Commissioners Mary Jo McGuire, Jim McDonough - Ramsey County

EX-OFFICIO MEMBERS NOT PRESENT

Dave Benke, Minnesota Pollution Control Agency
Tom Ingemann, City of Newport

ATTENDING AT RAMSEY ENVIRONMENTAL HEALTH, MAPLEWOOD

Leigh Behrens, Dave Brummel, Rae Eden Frank, Jamie Giesen, Cassie Hagen, Kelli Hall, Sam Hanson, Sam Holl, Sara Hollie, Jennefer Klennert, Jennifer Nguyễn Moore, Jim Redmond, Michael Reed, John Ristad, Bob Roche, Jody Tharp, Caleb Werth

ATTENDING REMOTELY

Joel Anderson, Kate Bartelt, Terese Bordeau, Alison Cameron, Tammy Christopherson, Max Dalton, Sheena Denny, Dan Donkers, Shannon Eisentrager, Amanda Erickson, Filsan Ibrahim, Kevin Johnson, Hannah Keller, Katie Keller, Sandy Koger, Juna Ly, Andrea McKennan, Rob Murray, Jessica Paquin, Uriel Rosales Tlatenchi, Minette Saulog, John Springman, Jordan Thone, Darren Tobolt, Ryan Tritz, Jenna Venem, Margaret Vesel, Renee Vought, Kris Wehlage, Joua Yang

CALL TO ORDER/APPROVAL OF THE AGENDA

Chair Reinhardt called the meeting to order at 10:05 a.m. Introductions were made.

Commissioner MatasCastillo moved, seconded by Weik, to approve the agenda as presented.
Roll Call: Ayes: 6 Nays: 0 Motion Carried.

APPROVAL OF MINUTES

Commissioner Ortega moved, seconded by MatasCastillo, to approve the July 28, 2022, R&E Board minutes.

Roll Call: Ayes: 6 Nays: 0 Motion Carried.

CONSENT AGENDA

Commissioner Ortega moved, seconded by Weik, to approve Resolution R&EB-2022-13, Consent Agenda - Union Benefits Delegated Authority. The R&E Board:

- Delegates authority to the Joint Leadership Team to enter into an agreement with the most responsive and responsible proposer resulting from a Request for Proposal process for insurance for short term disability, long term disability, life and accidental death and dismemberment.

Roll Call: Ayes: 6 Nays: 0 Motion Carried.

GOVERNANCE

Bylaws Amendment

Michael Reed, R&E Joint Leadership Team (JLT) and Ramsey County, presented an overview of proposed amendments to the Bylaws brought before the board at the May meeting for the required 30-day notice. Changes include:

- Adding the Ramsey/Washington Financial Advisory Workgroup to administrative functions under board administration.
- Changing the name of the Budget Committee to the Facility & Finance Committee.
- Moving Joint Activities Budget approval by the counties from September 1 to October 1.
- Changing the principal place of business from 2785 White Bear Avenue North, Suite 350, Maplewood, Minnesota to 100 Red Rock Road, Newport, Minnesota.

Commissioner Miron moved, seconded by Frethem, to approve Resolution R&EB-2022-14, Bylaws Amendment. The R&E Board:

- Approves amendments to the Bylaws.

Roll Call: Ayes: 6 Nays: 0 Motion Carried.

MANAGEMENT AND ADMINISTRATION

Staff Reclassification & Salary Plan

Kelli Hall, R&E human resources manager, presented a request for approval of a staff reclassification plan. Since the first planning specialist position was approved by the board in 2017, the complexity and quantity of projects has greatly increased, and the work has become broader in scope and now exceeds the parameters of the initial planning specialist position. The board approved a second planning specialist position in April 2022. Being a shallow structural organization, R&E does not have a position that allows for reclassification, and approval of the manager, planning and project management salary plan is requested to allow for that reclassification.

Commissioner MatasCastillo moved, seconded by Miron, to approve Resolution R&EB-2022-15, Staff Reclassification & Salary Plan. The R&E Board:

- Approves and adopts the Manager, Planning & Project Management salary schedule.

Roll Call: Ayes: 6 Nays: 0 Motion Carried.

FTE Complement Addition

Kelli Hall provided a proposal for changing the R&E Center scale house operator from a contracted position to an R&E staff position. Hall described three contracted positions associated with the scale house, which is attended 24/7, 365 days a year. The daytime shift scale house operator was employed by GRE before R&E purchased the facility and has been contracted staff since 2018. R&E recognizes multiple benefits of having this position as an R&E employee rather than as contracted staff. This is a budget-neutral change.

Commissioner Miron moved, seconded by MatasCastillo, to approve Resolution R&EB-2022-16, FTE Complement Addition. The R&E Board:

- Authorizes the addition of 1.0 FTE to the Recycling & Energy staff complement for the position of Scale House Operator.
- Approves the salary schedule for the position of Scale House Operator.

Commissioners discussed the desirability of all three scale house positions being R&E staff versus contracted positions. Hall said R&E would need to assess the ability to effectively hire and manage the security guard role of the second and third shifts.

Roll Call: Ayes: 6 Nays: 0 Motion Carried.

Food Scraps Pickup Program Update

Michael Reed discussed a delay to the pilot launch of the food scraps pickup program. Six workgroups of staff are working across Ramsey and Washington counties and R&E, along with consultants and vendors. Ten weeks out from the launch of the counties' largest program to-date, an across-the-board review of critical implementation milestones was performed. Key elements were identified that were not going to be in place in time for a successful October pilot launch. The decision to delay also required a hold be placed on the order of the pilot project bags due to concerns about bag shelf life of 18 months, 12 of which are intended to be in a resident's house or apartment. Bags would expire if sitting in a warehouse.

Residents need to have a positive experience with the new program from day one and throughout the rollout, and it was determined that a delay was better than risking an unsuccessful launch. R&E leadership could not ensure a positive user experience. Work status of critical program components is being audited internally to re-establish the timeline. A revised draft timeline will be provided at the October board meeting, including anticipated impacts to the Joint Activities Budget.

Commissioners and staff discussed considerations around effective communication with cities, haulers and residents, and upcoming transload agreements with transfer stations as they relate to the food scraps pickup program.

UPDATES AND REPORTS

Facility Update

Sam Holl, R&E facility manager, shared photos and updates of construction progress at the R&E Center.

- Food Scrap Building. Construction is to be completed by September 28, after which work will begin with the equipment provider for developing a commissioning schedule and acceptance testing. Testing scripts are developed to ensure the equipment meets R&E's requirements. The warranty period begins after acceptance testing is complete.
- Dust Collection System Replacement. This project began in August and should be operational by October 1.
- Recyclable Recovery System (RRS). Construction of the RRS system required relocation of significant pieces of the current system to work with the RRS line and that work has been completed. RRS equipment installation will be completed January 2023 and commissioning done throughout the first quarter, with an April 1, 2023 goal for operating in conjunction with the current RDF line.
- Safety Enhancements. Lane numbers have been added to direct haulers on the tipping floor. Construction safety updates for all construction projects as of September 21 indicate 278 days without lost time.

- Anaerobic Digestion. Site visits were made to assist with end-market anaerobic digestion vendor selection for source-separated organics and organic-rich fraction of MSW. R&E has been negotiating with multiple vendors since the RFP closed April 2022 and plans to bring a single vendor recommendation to the Facility & Finance Committee in November for recommendation of board approval in December.

Procurement Report

Jim Redmond, R&E contract manager, presented the procurement report for the period July 1 through August 31, 2022.

ADJOURN

Chair Reinhardt declared the meeting adjourned at 11:12 a.m.

NEXT MEETING:

R&E Board | Thursday, October 27, 2022 | 10 am – 12 pm | Ramsey County Environmental Health, Maplewood, MN

ATTESTED TO:

Approved: _____
October 27, 2022

Approved: _____
October 27, 2022



**RAMSEY/WASHINGTON
RECYCLING & ENERGY**
CONNECTING VALUE TO WASTE

R&E BOARD MEETING DATE:	October 27, 2022				AGENDA ITEM:	IV	
SUBJECT:	Consent Agenda						
TYPE OF ITEM:	<input type="checkbox"/>	INFORMATION	<input type="checkbox"/>	POLICY DISCUSSION	<input type="checkbox"/>	ACTION	<input checked="" type="checkbox"/> CONSENT
SUBMITTED BY:	Joint Leadership Team						

R&E BOARD ACTION REQUESTED:

Approval of the consent agenda.

EXECUTIVE SUMMARY:

Consent agenda items:

- Transportation Vendor Selection Authorization and Delegated Authority
- Insurance Broker Vendor Selection and Delegated Authority

ATTACHMENTS:

1. Draft Resolution



RESOLUTION R&EB-2022-17

WHEREAS, the Ramsey/Washington Recycling & Energy Board (“R&E Board”) is governed by the Amended and Restated Joint Powers Agreement by and between Ramsey County and Washington County dated September 22, 2022 (“Joint Powers Agreement”); and

WHEREAS, The current contract providing insurance broker services is ending on October 31, 2022; and

WHEREAS, The R&E Board issued a request for proposals to procure insurance broker services on August 30, 2022, for a term of three years with the option of two one-year renewals that closed on September 28, 2022; and

WHEREAS, That solicitation received four responses, which were reviewed by an evaluation team consisting of R&E Board staff and its risk manager based on the criteria outlined in the solicitation; and

WHEREAS, The evaluation committee recommends the selection of M & O Agencies, Inc. d/b/a The Mahoney Group to provide insurance broker services to the R&E Board; and

WHEREAS, The current contracts providing inbound and outbound transportation services for the R&E Board expire December 31, 2022, and cannot be renewed; and

WHEREAS, The R&E Board issued a continuous request for proposals for both inbound and outbound transportation services on July 22, 2022, for a term of three years with the option of two one-year renewals with the initial period of consideration closing on September 28, 2022; and

WHEREAS, Those solicitations received responses from nine vendors, which were reviewed by an evaluation team consisting of R&E Board staff based on the criteria outlined in the solicitations; and

WHEREAS, The evaluation committee recommends the selection of Aero Transport, Inc.; Augie’s Trucking; M&J Services of Minnesota, LLC.; Metropolitan Gravel Company, Inc.; Nitti’s Contracting and Trucking Services, Inc.; and Premier Waste Services, LLC to provide both inbound and outbound transportation services to the R&E Board. NOW, THEREFORE, BE IT

RESOLVED, The R&E Board hereby approves the following upon approval as to form by the Ramsey and Washington county attorneys:

1. Selection of M & O Agencies, Inc. d/b/a The Mahoney Group to provide insurance broker services to the R&E Board for a term of three years with the option of two one-year renewals.
2. Selection of Aero Transport, Inc.; Augie’s Trucking; M&J Services of Minnesota, LLC.; Metropolitan Gravel Company, Inc.; Nitti’s Contracting and Trucking Services, Inc.; and Premier Waste Services, LLC to provide both inbound and outbound transportation services to the R&E Board for a term of three years with the option of two one-year renewals.

3. Authorize the Joint Leadership Team to execute the agreements with the approved vendors, and any amendments or change orders thereto, within the project budget and upon approval as to form by the county attorney.

Victoria Reinhardt, Board Chair
October 27, 2022

Attest
October 27, 2022



**RAMSEY/WASHINGTON
RECYCLING & ENERGY**
CONNECTING VALUE TO WASTE

R&E BOARD MEETING DATE:		October 27, 2022				AGENDA ITEM:		VI.a	
SUBJECT:		2022 Budget Update							
TYPE OF ITEM:		<input checked="" type="checkbox"/>	INFORMATION	<input type="checkbox"/>	POLICY DISCUSSION	<input type="checkbox"/>	ACTION	<input type="checkbox"/>	CONSENT
SUBMITTED BY:		Kris Wehlage, Finance Manager							

R&E BOARD ACTION REQUESTED:

For information only.

EXECUTIVE SUMMARY:

Staff will provide an overview of the 2022 year-end projections, based on spending as of August 2022, for Ramsey/Washington Recycling & Energy budgets (Joint Activities, Facility, and Equipment Maintenance & Replacement). Below are items to note for each budget.

2022 year-end Joint Activities Budget – Projected year-end surplus

- County and R&E staff resources have been redirected from other joint activities to primarily support the development and implementation of the counties' food scraps pickup program.
- The first quarter of the year had many county staff working on pandemic-related efforts. More staff have since been able to resume joint activities work.
- Businesses continue to be hesitant to participate in R&E grant programs, particularly those programs that require capital investment or operational changes.
- General outreach programs increased to support recycling efforts.
- Food scraps pickup program pilot is delayed.

2022 year-end Facility Budget

- Projecting 2022 municipal solid waste (MSW) deliveries at 444,000 tons compared to the budgeted 450,000 tons is resulting in lower revenue projections (1% variance).
- The personnel cost savings is due to difficulty in hiring with the current labor market.
- Transportation is over budget primarily due to rising fuel costs.
- Facility operations are over budget primarily due to contracted labor and rising facility insurance and utility costs.
- Overall, the Facility Budget is projected to be on budget.

2022 year-end Equipment Maintenance & Replacement Budget

- This includes increased revenue due to higher recycling commodity prices for ferrous and non-ferrous metals.

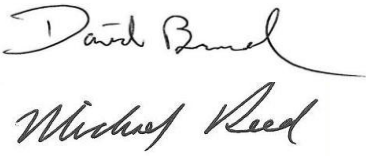


SUBJECT: 2022 Budget Update

ATTACHMENTS:

1. 2022 Budget Status Report

FINANCIAL IMPLICATIONS:

None.

AUTHORIZED SIGNATURES	DATE
JOINT LEADERSHIP TEAM	10/17/2022
	
RAMSEY COUNTY ATTORNEY	10/13/2022
	
WASHINGTON COUNTY ATTORNEY	10/13/2022
	

Ramsey/Washington Recycling & Energy

SURPLUS/DEFICIT YEAR-END PROJECTION REPORT

As of August 31, 2022

JOINT ACTIVITIES	2022 Approved Budget	2022 Projection	Variance
Project Management	2,729,727	2,510,000	219,727
Non-Residential Recycling	4,090,000	3,541,000	549,000
Community Waste Solution	795,000	281,000	514,000
Food Scrap Recycling	1,468,000	870,000	598,000
General Outreach	605,000	1,014,000	(409,000)
Policy Evaluation	1,020,000	1,070,000	(50,000)
	<u>10,707,727</u>	<u>9,286,000</u>	<u>1,421,727</u>
Revenue:	<u>10,707,727</u>	<u>10,707,727</u>	<u>-</u>
Surplus/(Deficit)	-	1,421,727	1,421,727

FACILITY	2022 Approved Budget	2022 Projection	Variance
Personnel Costs	9,908,945	7,941,000	1,967,945
Fuel Supply	6,642,039	6,450,000	192,039
Landfill	4,943,653	4,654,000	289,653
Transportation	7,007,329	8,223,000	(1,215,671)
Transload	2,854,370	2,511,000	343,370
Facility Operations	6,880,179	8,779,000	(1,898,821)
Contingency	690,767	-	690,767
Enterprise Reserve Fund (ERF)	1,500,000	1,500,000	-
Transfer to Equipment Maintenance	300,000	300,000	-
Debt Services	1,693,855	1,693,855	-
	<u>42,421,137</u>	<u>42,051,855</u>	<u>369,282</u>
Revenue:	<u>42,421,137</u>	<u>42,078,000</u>	<u>(343,137)</u>
Surplus/(Deficit)	-	26,145	26,145

EQUIPMENT MAINTENANCE	2022 Approved Budget	2022 Projection	Variance
Equipment/Maintenance	1,435,000	1,433,000	2,000
Revenue:	1,130,000	2,600,000	1,470,000
Surplus/(Deficit)	<u>(305,000)</u>	<u>1,167,000</u>	<u>1,472,000</u>



**RAMSEY/WASHINGTON
RECYCLING & ENERGY**
CONNECTING VALUE TO WASTE

R&E BOARD MEETING DATE:		October 27, 2022				AGENDA ITEM:		VI.b	
SUBJECT:		Transfer Station Procurement for Food Scrap Sortation							
TYPE OF ITEM:		<input checked="" type="checkbox"/>	INFORMATION	<input type="checkbox"/>	POLICY DISCUSSION	<input type="checkbox"/>	ACTION	<input type="checkbox"/>	CONSENT
SUBMITTED BY:		Joint Leadership Team (JLT)							

R&E BOARD ACTION REQUESTED:

For information only.

EXECUTIVE SUMMARY:

Beginning in 2023, residents in Ramsey and Washington counties will begin to be able to participate in the food scraps pickup program, which will be the largest publicly-run recycling program in the state. One element of the food scrap collection system design is the sortation of food scrap bags out of the trash to be recovered for composting or anaerobic digestion.

R&E has invested in a new building and processing line, designed by Bulk Handling Systems (BHS), to sort food scrap bags; however, additional sorting capacity will be needed to roll out the program to all 810,000+ residents in both Ramsey and Washington counties. R&E staff and consultants have been engaging with potential partners over the past several months, including discussions about proposals for building sortation capabilities into their facilities' operations.

R&E is moving into the next phase of this engagement by soliciting food scrap bag sortation partners using a request for proposals (RFP) process. This will formalize the prior discussions for building this sorting capacity and allow R&E to determine the best path or paths forward for R&E and the food scraps system. Currently, R&E has agreements with transfer stations located in Blaine, Minneapolis and Saint Paul, where waste haulers can bring trash and have it delivered to the R&E Center. Food scrap sortation services resulting from this RFP may be located in conjunction with the existing waste delivery infrastructure system, or other solutions may be proposed. Multiple locations, solutions, and/or contracts may result from this RFP.

At this board meeting, staff will provide an overview of this RFP process and its outcomes.

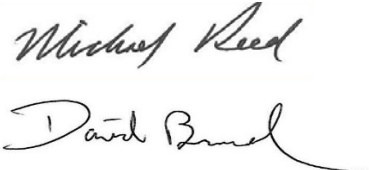


ATTACHMENTS:

None.

SUBJECT: *Transfer Station Procurement for Food Scrap Sortation*

FINANCIAL IMPLICATIONS:

None. Financial impact will be determined upon approval of resulting agreements.

AUTHORIZED SIGNATURES	DATE
JOINT LEADERSHIP TEAM	10/18/2022
	
RAMSEY COUNTY ATTORNEY	10/18/2022
	
WASHINGTON COUNTY ATTORNEY	10/18/2022
	



**RAMSEY/WASHINGTON
RECYCLING & ENERGY**
CONNECTING VALUE TO WASTE

R&E BOARD MEETING DATE:		October 27, 2022				AGENDA ITEM:		VI.c	
SUBJECT:		Update on Transload & Landfill Agreements							
TYPE OF ITEM:		<input checked="" type="checkbox"/>	INFORMATION	<input type="checkbox"/>	POLICY DISCUSSION	<input type="checkbox"/>	ACTION	<input type="checkbox"/>	CONSENT
SUBMITTED BY:		Joint Leadership Team (JLT)							

R&E BOARD ACTION REQUESTED:

For information only.

EXECUTIVE SUMMARY:

The current five-year transload agreements with contracted transfer stations and landfill agreements with regional landfills are all set to expire at the end of 2022. Staff and consultants have been engaging with our current transfer station and landfill vendors to negotiate the terms of those agreements.

Transload Agreements

Transload agreements create a voluntary business relationship between R&E and five private-sector transfer stations serving the Ramsey and Washington county service area. By making these transfer stations available to Ramsey and Washington county waste haulers, haulers can minimize the distance between their routes and the delivery location. R&E then manages the transportation of the waste from the transfer station to the R&E Center. Transload agreements cover the following services:

- Allow for a contracted transfer station to receive Ramsey/Washington waste from haulers that have entered into a waste delivery agreement with R&E
- Offers an alternative to the haulers from having to direct haul all of their waste directly to the R&E Center
- Provide the process for Ramsey/Washington waste to be transported from contracted transfer stations to the R&E Center using R&E contracted transfer vehicles and trailers
- Describe the process for reporting, invoicing, and payment between R&E and contracted transfer stations

In addition to the transload agreements, R&E is also working to enter into partnerships for sortation of food scrap bags to take place, likely, at transfer stations. To achieve this, R&E will be issuing a request for proposals (RFP) this fall for sortation of food scraps.

Until food scrap bag sortation services are available, R&E staff have concluded that it is best to enter into transload agreements with R&E's current transfer station partners for the interim period. This will ensure that there is no disruption in service for haulers that use transfer stations to deliver Ramsey/Washington county waste, while giving R&E the flexibility it needs to develop the capacity

SUBJECT: *Update on Transload & Landfill Agreements*

needed for sorting food scrap bags as the program rolls out to all Ramsey and Washington county communities.

Because R&E cannot renew the current transload agreements that are expiring December 31, 2022, R&E will enter into bridge agreements that largely resemble the existing transload agreements with current partners. These agreements will be for a term of two years, with three one-year renewal options, and will enable respondents to the RFP with the time necessary to install and bring sortation capabilities online. At the time when new facilities become operational, R&E plans to allow existing agreements to sunset. Current transload partners have been briefed on this plan and have expressed interest in entering into these bridge agreements.

Landfill Agreements


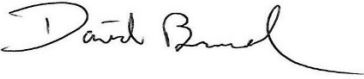


Landfill agreements also expire on December 31, 2022, and new agreements are currently being negotiated with local landfill facilities. New landfill agreements will have a term of January 1, 2023, through December 31, 2025, with the option for a two-year extension. The agreements will cover what materials can be brought to the landfills, under what terms and the costs associated with acceptance. R&E expects to bring landfill agreements to the board for review and request approval at the December 15, 2022, board meeting.

ATTACHMENTS:

None.

FINANCIAL IMPLICATIONS:

Funds are included in the 2023 Facilities Budget.

AUTHORIZED SIGNATURES	DATE
JOINT LEADERSHIP TEAM	10/20/2022
	
	10/18/2022
RAMSEY COUNTY ATTORNEY	10/18/2022
	
WASHINGTON COUNTY ATTORNEY	10/18/2022
	



**RAMSEY/WASHINGTON
RECYCLING & ENERGY**
CONNECTING VALUE TO WASTE

R&E BOARD MEETING DATE:		October 27, 2022				AGENDA ITEM:		VI.d	
SUBJECT:		Waste Delivery Agreements Delegated Authority							
TYPE OF ITEM:		<input type="checkbox"/>	INFORMATION	<input type="checkbox"/>	POLICY DISCUSSION	<input checked="" type="checkbox"/>	ACTION	<input type="checkbox"/>	CONSENT
SUBMITTED BY:		Joint Leadership Team (JLT)							

R&E BOARD ACTION REQUESTED:

1. Approve the Waste Delivery Agreement template.
2. Authorize the Joint Leadership Team to offer Waste Delivery Agreements to haulers that serve Ramsey and/or Washington Counties.
3. Delegate authority to the Joint Leadership Team to execute Waste Delivery Agreements with waste haulers that are substantially the same as the form approved by the board, following approval as to form by the County Attorney.

EXECUTIVE SUMMARY:

Haulers perform the vital role in getting waste to the Recycling & Energy (R&E) Center through picking up waste at locations throughout the counties and delivering it either to transfer stations or directly to the R&E Center. There are two tools R&E uses to ensure the delivery of waste to the R&E Center: waste designation ordinances and voluntary waste delivery agreements. While R&E has the authority, through designation, to require haulers to deliver waste to the R&E Center, R&E prefers to work with our waste delivery partners to prepare delivery agreements that address hauler needs and concerns while ensuring the needs of delivering waste to the facility are met. R&E did this in 2018 by putting together the first hauler agreements, which are now expiring and cannot be renewed.

In preparing agreements for the next five years, HDR, one of R&E's engineering partners, undertook extensive hauler engagement efforts to solicit and incorporate feedback into the new Hauler Delivery Agreements. This included offering opportunities to the 11 haulers who deliver 95% of the waste to provide recommendations and edits to the agreement through virtual and in-person meetings and via red-lined drafts.

After extensive review of the comments and input of our waste delivery partners and internal discussions between R&E staff, engineering partners Foth and HDR, R&E's outside attorney Kevin Johnson with Stoel Rives, LLC, and Michele Pogleasa, R&E's risk manager, the attached agreement has been prepared to outline waste delivery criteria. Notable changes from the previous agreements include:

- The updated language has the addition of the food scrap bag (FSB) definition. Waste haulers will be required to identify loads containing FSB upon delivery to the R&E Center and specified transfer stations. Haulers agree to best management practices to avoid damaging FSB and may

SUBJECT: *Waste Delivery Agreements Delegated Authority*

not deliver loads containing FSB to a facility other than the R&E Center or Specified Transfer Stations.

- Waste Origin language has been modified to account for waste collected outside of the Counties, referred to as “incidental waste”. Incidental waste may be no more than 10% of a truckload and waste haulers must provide information to R&E documenting collection of incidental waste and receive written approval prior to delivery.
- Insurance requirements have been updated to meet current R&E requirements based on changes since the agreement was last written.

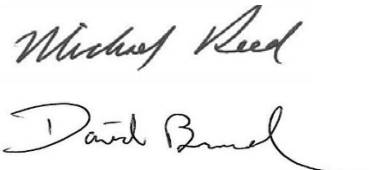


The new agreements will run from January 1, 2023 through December 31, 2027 and will be open for haulers to enter into at any time during that period.

ATTACHMENTS:

1. Draft Resolution
2. Draft Agreement

FINANCIAL IMPLICATIONS:

None.

AUTHORIZED SIGNATURES	DATE
JOINT LEADERSHIP TEAM	10/18/2022
	
RAMSEY COUNTY ATTORNEY	10/18/2022
	
WASHINGTON COUNTY ATTORNEY	10/18/2022
	



RESOLUTION R&EB-2022-18

WHEREAS, the Ramsey/Washington Recycling & Energy Board (“R&E Board”) is governed by the Amended and Restated Joint Powers Agreement by and between Ramsey County and Washington County dated September 22, 2022 (“Joint Powers Agreement”); and

WHEREAS, Haulers perform the vital role in getting waste to the Recycling & Energy (R&E) Center through picking up waste at locations throughout the counties and delivering it either to transfer stations or directly to the R&E Center; and

WHEREAS, The R&E Board could compel haulers to deliver waste to the R&E Center through existing waste designation ordinances, but R&E prefers to work with our waste delivery partners to prepare delivery agreements that address hauler needs and concerns while ensuring the needs of delivering waste to the facility are met; and

WHEREAS, The current agreements entered into in 2018 are not renewable; and

WHEREAS, R&E solicited extensive feedback from the eleven haulers that deliver 95% of the waste to provide recommendations and edits to the agreement; and

WHEREAS, A team including R&E staff, engineering partners Foth and HDR, R&E’s outside attorney Kevin Johnson with Stoel Rives, LLC, and Michele Pugleasa, R&E’s risk manager reviewed the comments and integrated many of them; and

WHEREAS, Notable changes from the previous agreements to the new agreements include language regulating food scrap bag handling and delivery, clarification of language related to incidental waste, updates to insurance requirements based on changes since the previous agreements were written; and

WHEREAS, the new agreements will be for up to five years beginning January 1, 2023 through December 31, 2027, and will be open for haulers to enter into at any time during that period. NOW, THEREFORE, BE IT

RESOLVED, The R&E Board hereby approves the Waste Delivery Agreement template. BE IT FURTHER

RESOLVED, The R&E Board authorizes the Joint Leadership Team to offer Waste Delivery Agreements to haulers that serve Ramsey and/or Washington Counties. BE IT FURTHER

RESOLVED, The R&E Board delegates authority to the Joint Leadership Team to execute Waste Delivery Agreements with waste haulers that are substantially the same as the form approved by the Board, following approval as to form by the County Attorney.

Victoria Reinhardt, Board Chair
October 27, 2022

Attest
October 27, 2022



Waste Delivery Agreement
Between Ramsey/Washington Recycling & Energy Board
and _____

THIS WASTE DELIVERY AGREEMENT ("Agreement") is made and entered into by and between the Ramsey/Washington Recycling & Energy Board hereinafter referred to as "R&E," and _____, with its principal place of business at _____, hereinafter referred to as the "Hauler," each a "Party" and together the "Parties."

RECITALS:

WHEREAS, the State of Minnesota by the enactment of the Minnesota Waste Management Act, Minn. Stat. Chapter 115A and Minn. Stat. Chapter 473, has declared that it is the State's policy to improve mixed municipal solid waste ("MSW") management through the separation and recovery of energy and materials from MSW and through the reduction of disposal of such waste;

WHEREAS, R&E desires to promote the State's MSW policy, in part, through recovery of resources from MSW at the Ramsey/Washington Recycling & Energy Center (the "R&E Center"), located at 100 Red Rock Road, Newport, Minnesota;

WHEREAS, Ramsey and Washington Counties have implemented Waste Designation Ordinances as provided for in Minnesota law (Minn. Stat. 115A.80);

WHEREAS, Acceptable Waste under contract for delivery to the R&E Center is exempt from the Waste Designation Ordinances;

WHEREAS, R&E prefers to negotiate voluntary waste delivery agreements with waste haulers ("Contract Haulers") that allow waste haulers under contract with R&E to use transfer stations under contract with R&E at no additional charge, and to utilize R&E's Credit Policy, which provides credit to Contracted Haulers to minimize cash transactions;

WHEREAS, Ramsey and Washington Counties are implementing organic food scrap collection programs under which heavy-duty compostable plastic bags are used by residents to source separate organic food scraps and are then placed in the same collection cart as MSW for collection by waste haulers and delivery to the R&E Center or transfer stations under contract with R&E.

NOW THEREFORE, in consideration of the mutual promises and conditions contained herein, the Parties hereby agree as follows:

1. Term

The term of the Agreement shall be effective from January 1, 2023 through December 31, 2027.

2. Definitions

- a. "Acceptable Waste" means Solid Waste generated in the Counties that is acceptable at the R&E Center, which is not otherwise Unacceptable Waste, as more specifically defined in the Solid Waste Ordinance of the Counties. It includes any type of Solid Waste that has been designated by County ordinance and which is not otherwise Unacceptable Waste.
- b. "Back-up Facility" means the landfill(s) or other facility(ies) that R&E has contracted for disposal of waste from the R&E Center and may be used by the Hauler in the event that Acceptable Waste is being diverted from the R&E Center.
- c. "Food Scrap Bag" or "FSB" means the heavy-duty compostable bag distributed to Program participants by R&E or the Counties and used by Program participants for source separation of organic food scraps that are then secured by the participant and placed in the same collection cart as bags containing MSW.
- d. "Food Scrap Bag Programs" means the FSB collection programs undertaken by the Counties.
- e. "Hauler Handbook" means the document prepared by R&E that describes the policies and procedures a Hauler must follow when delivering Acceptable Waste to the R&E Center. The Hauler Handbook can be found at www.recyclingandenergy.org.
- f. "Hazardous Waste" has the meaning given to it in Minnesota Statutes, Section 115B.03, Subdivision 9, as it may be amended from time to time.
- g. "Mixed Municipal Solid Waste" or "MSW" means garbage, refuse, and other Solid Waste from residential, commercial, industrial, and community activities that the generator of the waste aggregates for collection. It does not include auto hulks, street sweepings, ash, construction debris, mining waste, sludges, tree and agricultural wastes, tires, lead acid batteries, used oil, and other materials collected, processed, and disposed of as separate waste streams.
- h. "R&E Center" means the Ramsey/Washington Recycling & Energy Center, a waste processing facility owned and operated by the Ramsey/Washington Recycling & Energy Board, located at 100 Red Rock Road, Newport Minnesota.
- i. "Recyclable Materials" means materials that are separated from MSW for the purpose of recycling or composting, including paper, glass, plastics, metals, automobile oil, batteries, source-separated compostable materials, and sole source food waste streams that are managed through biodegradative processes. Refuse-derived fuel or other material that is destroyed by incineration is not a recyclable material.
- j. "Solid Waste" has the meaning provided in the Solid Waste Ordinances of the Counties.

- k. “Solid Waste Ordinances” means the Ordinances adopted by the Ramsey and Washington County Boards that regulate solid waste management, respectively, and that contain designation requirements for the delivery of Acceptable Waste to the R&E Center.
- l. “Specified Transfer Station” means a facility contracted to receive Acceptable Waste on behalf of the R&E Center. The Specified Transfer Station is a facility that has entered into an agreement with the R&E Board to accept delivery of Acceptable Waste from any Contract Hauler, and prepare that waste for transfer to the R&E Center.
- m. “Unacceptable Waste” means waste that is not acceptable at the R&E Center as further defined in the Solid Waste Ordinances of the Counties. The R&E Center shall have available a current list of Unacceptable Waste.

3. Scope of Services

- a. **Delivery of Acceptable Waste.** The Hauler shall deliver all Acceptable Waste generated in Ramsey and Washington Counties (the “Counties”) that it collects directly to the R&E Center, or to a Specified Transfer Station under contract with R&E to receive Acceptable Waste. When delivering Acceptable Waste to the R&E Center, the Hauler agrees to comply with R&E Center policies and practices with respect to safe vehicle operation as detailed in the R&E Center Hauler Handbook. When delivering Acceptable Waste to a Specified Transfer Station, the Hauler agrees to comply with that facility’s site safety and operations procedures. Acceptable Waste delivered pursuant to this Agreement shall be exempt for the Waste Designation Ordinances adopted by the Counties.
- b. **Food Scrap Bags.** The Hauler shall disclose if there are FSBs in a load when delivering to R&E Center or Specified Transfer Station so that the R&E Center or Specified Transfer Station (if capable) can segregate the FSBs from the MSW for separate management. R&E agrees to provide information to Hauler regarding locations within the Counties that are participating in the FSB program. Hauler agrees to use best management practices to avoid damage (broken open or otherwise opened such that some or all of the food scrap contents of the bag are no longer contained in the bag) to the integrity of any FSBs within Hauler’s collection loads, including avoiding use of “auger” trucks. Under no circumstances shall FSBs be delivered by Hauler to a facility other than the R&E Center or Specified Transfer Station, unless so directed by R&E.
- c. **Waste Origin.** The Parties agree that the purpose of this Agreement is to assure the delivery to the R&E Center all Acceptable Waste, including FSBs, generated in the Counties and collected by the Hauler. The Parties acknowledge that Hauler may have some collection routes that deviate across a County border that collect small amounts of MSW from outside of the Counties that would otherwise be Acceptable Waste. Such waste shall be referred to as “Incidental Waste.” Hauler may deliver Incidental Waste to the R&E Center or a Specified Transfer Station if such Incidental Waste is no more than Ten Percent (10%) of a truckload, and Hauler has provided information to R&E documenting the routes collecting Incidental Waste, and has received prior written approval from R&E to deliver such Incidental Waste to the R&E Center or Specified Transfer Station. The information provided by Hauler shall describe the municipalities and days involved in the affected routes and estimated amounts of MSW involved. Hauler agrees to update such information on an annual basis. R&E will

review such annual updates and either approve or deny the proposed updated Incidental Waste.

- d. **Back-up Facility.** If the R&E Center and Specified Transfer Stations cannot receive Acceptable Waste, R&E will provide access to a Back-up Facility within Forty (40) miles from the R&E Center or any Specified Transfer Station and communicate with Hauler regarding the Back-up Facility to be used. Fees to use a Back-up Facility shall be the same as charged by R&E, and R&E will invoice the Hauler for those fees.
- e. **Acquisition or Merger.** In addition to the Acceptable Waste the Hauler has agreed to deliver as described in part 5.a., above, the Hauler further agrees to deliver to the R&E Center all Acceptable Waste currently required by contract or Solid Waste Ordinances to be delivered to the R&E Center by any and all entities which the Hauler acquires or with which the Hauler merges or otherwise becomes affiliated during the term of this Agreement.
- f. **Unacceptable Waste.** The Hauler agrees to use its best efforts to avoid delivering any Unacceptable Waste to the R&E Center and Specified Transfer Stations and shall not knowingly mix any Unacceptable Waste with Acceptable Waste.
- g. **Rejection of Deliveries.** The Hauler may be denied entrance to the R&E Center, or to a Specified Transfer Station, if R&E has a reasonable basis to believe that a vehicle contains Hazardous Waste or a significant amount of Unacceptable Waste.
- h. **Regulatory Compliance.** The Hauler shall at all times operate its business in compliance with all applicable federal, state, and local laws, rules, regulations, ordinances and licenses. This includes but is not limited to collecting, transporting, delivering and disposing of waste; and billing, collecting, reporting and remitting the County Environmental Charge.

4. Responsibility for Unacceptable Waste

- a. The R&E Center and the Specified Transfer Stations have the right to reject entire or partial loads of Unacceptable Waste. The Hauler shall be provided with documentation specifying the rejection and reasons therefore.
- b. If the R&E Center or a Specified Transfer Station has reason to believe that Unacceptable Waste was delivered by the Hauler, and the Hauler has left the tipping floor, the Hauler agrees to either return and remove such Unacceptable Waste and dispose of it in accordance with all applicable federal, state and local laws or pay R&E the costs associated with removal and disposal of Unacceptable Waste as described in Section 4.c, below.
- c. In the alternative, the R&E Center or Specified Transfer Station may manage the Unacceptable Waste by transferring it to an approved management facility. In such event, all costs of reloading, removal and disposal of Unacceptable Waste shall be borne by the Hauler.

5. Hauler Requirements

- a. Hauler is licensed, and shall remain licensed, to operate in Ramsey and/or Washington County as a solid waste hauler.

6. Payment

- a. **Payment of Fees:** The Hauler agrees to pay all fees established under this Agreement. R&E shall invoice the Hauler on a monthly basis, and the Hauler shall pay the charges owed on that invoice pursuant to the credit policy established by R&E. The Hauler agrees to abide by R&E's credit policy at all times. The credit policy may be revised from time to time and can be found at www.recyclingandenergy.org. Hauler will be provided advance notice of any revisions to the credit policy. The credit policy is not available to haulers without a Waste Delivery Agreement.
- b. **Tipping Fee:** The Hauler shall pay the per ton tipping fee adopted by the R&E Board for each ton of Acceptable Waste and Incidental Waste delivered to the R&E Center and/or Specified Transfer Stations. Hauler also agrees to pay the tipping fee for each ton of Acceptable Waste that Hauler collects in the Counties that is not delivered to the R&E Center or a Specified Transfer Station, as determined by R&E.
- c. **Special Waste Fees.** R&E, in its sole discretion, may apply charges for certain special wastes or services as listed in the Hauler Handbook and delivered by the Hauler. R&E will provide at least 90-days advance written notice to the Hauler of any changes to the special waste fees.
- d. **Adjustment of Tipping Fee:** R&E, in its sole discretion, shall establish the tipping fee for Acceptable Waste delivered to the R&E Center and Specified Transfer Stations. The tipping fee for the R&E Center and Specified Transfer Stations shall be the same, and there shall be no additional charge to the Hauler for use of Specified Transfer Stations. The R&E Board shall establish the tipping fee on an annual basis. In the event of a sudden or unplanned increase in R&E Center operational costs, R&E may make additional adjustments to the tipping fee. R&E will provide at least 90-days ' advance written notice to the Hauler of any changes in the tipping fee.

7. Audits, Reports, Records and Monitoring Procedures

The Hauler shall:

- a. Maintain records which reflect all revenues, costs incurred and services provided in the performance of the Agreement.
- b. Agree that R&E, 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 Minn. Stat. § 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 Hauler which are relevant to the Hauler's performance and determination of the agreed upon discounted payment rate under this Agreement.

8. Data Privacy

All data collected, created, received, maintained or disseminated by the Hauler in performing this Agreement shall be governed by the Minnesota Government Data Practices Act (Act), Minn. Stat. Ch. 13, as amended and Rules implementing the Act. When performing under this Agreement, the Hauler 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 Hauler under Subd. 11(a).

9. Nondiscrimination

Pursuant to Minn. Stat. Ch. 364 and Minn. Stat. § 181.59 and general R&E policy, every contract shall contain provisions by which the Hauler agrees to freedom from discrimination in employment.

10. Indemnification

- a. **Indemnification of R&E.** The Hauler agrees to defend, indemnify, and hold harmless the R&E Board, its elected officials, officers, agents, and employees (including duly authorized volunteers) from any liability, claims, causes of action, judgments, damages, losses, costs, or expenses, including reasonable attorney's fees, resulting directly or indirectly from any negligent or grossly negligent act, or omission, of the Hauler, its officers, agents, employees (including duly authorized volunteers), or contractors, or any of them who may be liable in the performance of the services required by this Agreement, and against all loss by reason of the failure of Hauler to perform fully, in any respect, all obligations under this Agreement.
- b. **No Waiver of Immunities.** Nothing in this Agreement shall constitute a waiver or diminution by R&E of any immunities or statutory limitation on liability as set forth in Minn. Stat. Chapter 466 or as otherwise provided by law.

11. Insurance Requirements

The Hauler agrees that in order to protect itself as well as the R&E Board, under the indemnity provisions set forth above, it will at all times during the term of this agreement keep in force policies of insurance covering the following liabilities, in an amount equal or greater than (as specified below) to R&E's liability limits set forth in Minn. Stat. Chapter 466, and the workers compensation requirements in Minn. Stat. Chapter 176:

- a. Commercial General Liability with contractual liability coverage in the amount of \$2,000,000 per occurrence, \$4,000,000 general aggregate; The R&E Board, its officials, employees, and agents shall be added to the policy as an additional insured on a primary and non-contributory basis with respect to the ongoing and completed operations of the Hauler, using ISO endorsement form CG 20 26 and CG 20 37 or the equivalent. R&E may accept a blanket ISO endorsement (forms CG2038 and CG2039 or the equivalent) at its discretion. The policy endorsement must be provided with the Certificate of Insurance for review and

approval by R&E. Primary and non-contributory language must be so noted on the Certificate of Insurance. Hauler must provide a copy of the Primary and Noncontributory-Other Insurance Condition Endorsement upon request by R&E Board. Waiver of Subrogation is required and must be so noted on the Certificate of Insurance. R&E may accept a blanket form waiver of subrogation endorsement at its discretion. The policy endorsement must be provided with the Certificate of Insurance and the certificate must note the endorsement form is attached (and its corresponding endorsement number).

An umbrella or excess policy over the primary liability insurance coverages is an acceptable method to provide the required insurance limits; however, the umbrella/excess policy must follow form with no change in terms or conditions from the primary (underlying) policy and the Certificate of Insurance must state accordingly.

- b. Workers' Compensation as required by Minnesota Law. Employer's Liability with limits of \$500,000/500,000/500,000. Waiver of Subrogation is required and must be noted on the Certificate of Insurance. R&E may accept a blanket form waiver of subrogation endorsement. The policy endorsement must be provided with the Certificate of Insurance and the certificate must note the endorsement form is attached (and its corresponding endorsement number).
- c. Automobile Liability in the amount of at least \$2M combined single limit. The policy shall cover owned, hired and non-owned vehicles. The R&E Board, its officials, employees, and agents shall be added to the policy as an additional insured on a primary and non-contributory basis and Waiver of Subrogation is required. R&E may consider blanket-form endorsement(s) for both primary and non-contributory as well as waiver of subrogation requirements but only if the endorsement(s) is/are provided with the Certificate of Insurance and the certificate so notes the endorsement form is attached, including the endorsement number(s). An umbrella or excess policy over the primary automobile insurance coverage is an acceptable method to provide the required insurance limits; however, the umbrella/excess policy must follow form with no change in terms or conditions from the primary (underlying) policy and the Certificate of Insurance must state accordingly.
- d. Pollution Liability Insurance for liability arising out of property damage or bodily injury to third parties as a result of sudden and accidental pollution in an amount not less than \$1,000,000 per occurrence and in the aggregate. For claims arising from the discharge, dispersal release or escape or any irritant or contaminant into or upon land, any structure, the atmosphere, watercourse or body of water, including groundwater. This shall include on and off-site clean up and emergency response costs and claims arising from any disposal sites. If this policy is provided on a "claims made" basis, coverage shall be maintained for two (2) years after the term of this Agreement.

If, at any time during the course of this Agreement, limits at MN Statute 466.04 exceed the amount of insurance limits shown above; Hauler agrees as a condition subsequent to the statutory increase to increase the Hauler's insurance limits accordingly. Nothing in this Agreement shall constitute a waiver by the R&E Board of any statutory limits upon liability.

If, at any time during the insurance policy period applicable to each line of coverage above, the Hauler's insurance limits have been exhausted, the Hauler agrees to procure new coverage limits at specified limits of this Agreement.

All insurance carriers indicated on the Certificate of Insurance shall have a Best Rating of no less than A-.

Prior to the effective date of this Agreement, the Hauler will furnish R&E with a current and valid insurance certificate evidencing insurance coverage in the amounts required by this Agreement. As a condition subsequent to this Agreement, Hauler shall ensure that the certificate of insurance provided to R&E will at all times be current. The Parties agree that failure by Hauler to maintain a current certificate of insurance with R&E shall be a material breach of the Agreement and payments on the Agreement shall be withheld by R&E until a certificate of insurance showing current insurance coverage in amounts required by the Agreement is provided to R&E. Any policy obtained and maintained under this clause (other than workers' compensation) shall provide that it shall not be cancelled, or not renewed, without thirty (30) days' written notice thereof to R&E; ten (10) days written notice shall be provided to R&E for non-payment of premium.

12. 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 Hauler as the agent, representative, or employee of R&E for any purpose or in any manner whatsoever. The Hauler is to be and shall remain an independent Hauler with respect to all services performed under this Agreement.

The Hauler 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 Hauler or other persons, while engaged in the performance of any work or services required by the Hauler under this Agreement, shall have no contractual relationship with R&E and shall not be considered employees of R&E.

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

13. Subcontracting and Assignment

The Hauler 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 R&E, which shall not be unreasonably withheld. Any assignment or novation may be made subject to such conditions and provisions as R&E may impose. If the Hauler subcontracts the obligations under this agreement, the Hauler shall be responsible for the performance of all obligations by the subcontractors.

14. Modifications

Any material alteration, modification or variation of this Agreement 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 R&E and the Hauler shall not require written approval.

15. 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.

16. Repeated Failure to Deliver Acceptable Waste

Repeated failure by Hauler to deliver all Acceptable Waste collected by Hauler in the Counties to the R&E Center or a Specified Transfer Station in accordance with the terms and conditions of this Agreement shall be considered a material breach and shall be cause for early termination at the discretion of R&E, or revocation of Hauler's ability to use the R&E Board's credit policy. R&E shall provide Hauler with written notice describing the material breach and Twenty-One (21) days to correct the material breach. Hauler shall work with the R&E Board to correct the material breach to R&E's satisfaction within 21 days of said notice. If not corrected to the satisfaction of R&E, it shall be cause for immediate termination by R&E or revocation of Hauler's ability to use the R&E credit policy, at the sole discretion of R&E.

17. Termination

- a. R&E may immediately terminate this Agreement if any proceeding or other action is filed by or against the Hauler seeking reorganization, liquidation, dissolution, or insolvency of the Hauler under any law relating to bankruptcy, insolvency or relief of debtors. The Hauler shall immediately notify R&E in writing upon the commencement of such proceedings or other action.
- b. If either party violates any material terms or conditions of this Agreement the other party may, without prejudice to any right or remedy, give the offending party, and its surety, if any, Twenty-One (21) calendar days written notice of its intent to terminate this Agreement, specifying the asserted breach. If the offending party fails to cure the deficiency within the 21 day cure period, this Agreement shall terminate upon expiration of the cure.
- c. R&E may terminate this Agreement without cause upon giving at least sixty (60) calendar days written notice thereof to the Hauler. In such event, R&E 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.

18. Compliance with Law

The Hauler shall abide by all federal, state, or local laws, statutes, ordinances, rules and regulations now in effect or hereinafter adopted insofar as they relate to the Hauler's performance of the provisions of this Agreement. Failure to meet the requirements of this section may be cause for cancellation of the Agreement effective the date of receipt of the notice of cancellation. The Hauler, at its own expense, shall secure and pay for all permits, fees, charges, duties, licenses, certifications, inspections, and other requirements and approvals as necessary for Hauler's execution and completion of this Agreement.

19. Firearms prohibited

Unless specifically required by the terms of this Agreement, no provider of services pursuant to this Agreement, including but not limited to employees, agents, or subcontractors of the Hauler shall carry or possess a firearm on R&E premises or while acting on behalf of R&E pursuant to the terms of this Agreement. Violation of this provision shall be considered a substantial breach of the Agreement; and, in addition to any other remedy available to R&E under law or equity. Violation of this provision is ground for immediate suspension or termination of this Agreement.

20. Successors

The Hauler binds itself, its partners, successors, assigns and legal representatives to R&E in respect to all covenants, contracts and obligations contained in this Agreement.

21. Non-Conforming Services

The acceptance by a Party of any non-conforming goods/services under the terms of this Agreement, or the foregoing by the accepting Party of any of the rights or remedies arising under the terms of this Agreement, shall not constitute a waiver of the accepting Party's right to conforming services or any rights and/or remedies in respect to any subsequent breach or default of the terms of this Agreement. The rights and remedies of R&E provided or referred to under the terms of this Agreement are cumulative and not mutually exclusive.

22. Force Majeure

Neither party shall be liable for any loss or damage incurred by the other party as a result of events outside the control of the party ("Force Majeure Events") including, but not limited to: war, storms, flooding, fires, strikes, legal acts of public authorities, or emergency acts of government that prevent performance of this Agreement. The COVID-19 pandemic shall not be considered a Force Majeure Event unless government emergency orders related to the COVID-19 pandemic prevent performance under this Agreement.

23. Interpretation of Agreement; Venue

- a. 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.

- b. 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.

DRAFT

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

HAULER

By: _____

Title: _____

Date: _____

**RAMSEY/WASHINGTON RECYCLING
& ENERGY BOARD:**

By: _____
Michael Reed, Joint Leadership Team

Date: _____

By: _____
David Brummel, Joint Leadership Team

Date: _____

By: _____
_____, Joint Leadership Team

Date: _____

Approved As To Form:

By: _____
Assistant County Attorney

Date: _____

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10/20/22 11:10 AM



**RAMSEY/WASHINGTON
RECYCLING & ENERGY**
CONNECTING VALUE TO WASTE

R&E BOARD MEETING DATE:			October 27, 2022			AGENDA ITEM:			Vl.e				
SUBJECT:		Food Scraps Pickup Program Update											
TYPE OF ITEM:		<input checked="" type="checkbox"/>	INFORMATION		<input type="checkbox"/>	POLICY DISCUSSION		<input type="checkbox"/>	ACTION		<input type="checkbox"/>	CONSENT	
SUBMITTED BY:		Joint Leadership Team (JLT)											

R&E BOARD ACTION REQUESTED:

For information only.

EXECUTIVE SUMMARY:

Staff at both Ramsey County Environmental Health and at Washington County Public Health & Environment are working with Ramsey/Washington Recycling & Energy staff, consultants and contractors to get the new food scrap pickup program ready for the implementation of a pilot and then phased rollout to over 810,000 Ramsey and Washington county residents. This planning effort has been a significant undertaking by all three partners, and we continue to be acutely focused on preparing and executing the details of the plan in order to have a successful launch.

In late August, staff and leadership across each organization recognized gaps in some critical program paths that were not possible to close in time for an October pilot launch. These included significant challenges in the timelines for developing the bag-ordering website, customer service, communication and resident engagement. These gaps would have prevented a successful launch of the program's pilot. At that time, the Joint Leadership Team determined the need to reassess the timeline for launching the program pilot and subsequent roll-out phases. This schedule shift gives staff the necessary time to address challenges and ensure that the pilot and subsequent roll-out will be successful. Since that decision, staff and contractors have been diligently working on revised plans and timelines to ensure the pilot is a positive experience for participants and can be equitably accessed. At this board meeting, staff will provide an update on these revised plans and timelines.

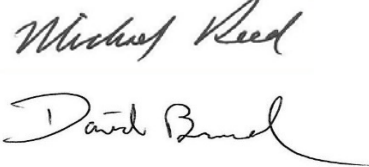
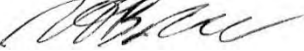

ATTACHMENTS:

None.

FINANCIAL IMPLICATIONS:

None.

SUBJECT: *Food Scraps Pickup Program Update*

AUTHORIZED SIGNATURES	DATE
JOINT LEADERSHIP TEAM	10/18/2022
	
RAMSEY COUNTY ATTORNEY	10/18/2022
	
WASHINGTON COUNTY ATTORNEY	10/14/2022
	



**RAMSEY/WASHINGTON
RECYCLING & ENERGY**
CONNECTING VALUE TO WASTE

R&E BOARD MEETING DATE:	October 27, 2022	AGENDA ITEM:	VIII
SUBJECT:	R&E Updates and Reports		
TYPE OF ITEM:	<input checked="" type="checkbox"/> INFORMATION	<input type="checkbox"/> POLICY DISCUSSION	<input type="checkbox"/> ACTION <input type="checkbox"/> CONSENT
SUBMITTED BY:	Joint Leadership Team (JLT)		

R&E BOARD ACTION REQUESTED:

For Information only.

EXECUTIVE SUMMARY:

Facility Updates

Staff will provide updates on R&E projects and operations.

Joint Activities Update

Staff will provide updates on joint activities work.

Procurement Report


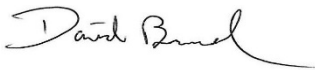
Staff will provide a written report of new contracts and amendments that were executed under authority of R&E's procurement guidelines during the period September 1, 2022 through September 30, 2022. Funding for the contracts is available in the approved Joint Activities, Facility and EM&R Budgets, following approval as to form by the Ramsey County or Washington County attorney's office.

ATTACHMENTS:

1. Procurement Report

FINANCIAL IMPLICATIONS:

None.

AUTHORIZED SIGNATURES	DATE
JOINT LEADERSHIP TEAM  	10/18/2022



**RAMSEY/WASHINGTON
RECYCLING & ENERGY**
CONNECTING VALUE TO WASTE

Report of all professional service and supplies, equipment, material and labor (SEML) contracts, amendments and solicitations issued and executed under authority of Ramsey/Washington Recycling & Energy's procurement guidelines (Resolution R&EB 2022-06), September 1, 2022 through September 30, 2022.

Vendor	Effective Date	Description	NTE/Budgeted Amount	Procurement Type
World Fuel Services	8/1/22	Facility – Amendment to extend agreement through 9/30/2023.	Rate Setting	SEML
Pomp's Tire Service	9/26/22	Facility – Renews the agreement through 3/31/24 and adjusts the rates.	Rate Setting	SEML
NetSpi	9/1/22	Joint Activities – Provides penetration testing to assure security of R&E's IT systems.	\$9,973.13	Professional Service
Curphy Leadership Solutions	9/1/22	Joint Activities – Leadership consulting services.	\$13,500	Professional Service
Kendall Doors and Hardware	8/1/22	Facility – Installation of secured entrances at the R&E facility.	\$25,000	Professional Service
Solicitation Name	Issue Date	Description	Closing Date	Anticipated Contract Start Date
Grant program administration, outreach, and/or technical assistance	9/1/22	Joint Activities – Manage programming related to the Business Pollution Prevention Program.	10/19/22	1/1/23