



MEETING NOTICE RAMSEY/WASHINGTON RECYCLING & ENERGY BOARD

Date: Thursday, December 15, 2022
Time: 10:00 a.m. – 12:00 p.m.
Commissioners, Key staff, Presenters:
Ramsey County Environmental Health | 2785 White Bear Ave N. | 2nd Floor Conference Room
Maplewood, MN | 55109 | [Map](#)
Public: Members of the public are encouraged to participate remotely or may attend at the Maplewood address.
[Microsoft TEAMS](#) | Phone Conference ID: 261 753 824# | Phone: 1-323-792-6297

AGENDA:

- I. Call to Order, Introductions, Commissioner Roll Call**
- II. Approval of Agenda** Action Page 1
- III. Approval of Minutes – October 27, 2022** Action Page 2
- IV. Consent Agenda** Action Page 8
 - a. Business Pollution Prevention Contract Delegated Authority
- V. Governance** Action Page 11
 - a. 2023 R&E Board and Committee Meeting Schedule
- VI. Management and Administration**
 - a. Facility & Finance Committee Report Information Page 15
 - b. Transload and Landfill Agreements Delegated Authority Action Page 16
 - c. Food Scraps Pickup Program Update Information Page 45
- VII. Policy – No items.**
- VIII. Updates and Reports** Information Page 47
 - a. County Environmental Service Center Project Updates
 - b. Facility Updates
 - c. Procurement Report Page 49
- IX. Other** Information
 - a. Invitation for Comments from Ex Officio R&E Board Members:
MPCA and City of Newport
- X. Adjourn**

NEXT MEETING:

Thursday, January 19, 2023 | 10 a.m. – 12 p.m. | Ramsey County Environmental Health, Maplewood



THURSDAY, OCTOBER 27, 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, October 27, 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 Wayne Johnson, Stan Karwoski, Fran Miron, Lisa Weik – Washington County
Commissioners Nicole Frethem, Trista MatasCastillo, Mary Jo McGuire, Rafael Ortega, Victoria Reinhardt – Ramsey County

MEMBERS NOT PRESENT

Commissioner Gary Kriesel (alternate) - Washington County
Commissioner Jim McDonough (alternate) - 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, Terese Borgeau, Dave Brummel, Angiulo Damiani, Rae Eden Frank, Kelli Hall, Sam Hanson, Sam Holl, Jennefer Klennert, Nate Klett, Jim Redmond, Michael Reed, John Ristad, Bob Roche, Mindy Stepnick, Jody Tharp, Darren Tobolt, Kris Wehlage, Dave Wiggins

ATTENDING REMOTELY

Joel Andersen, Kate Bartelt, Alison Cameron, Shannon Conk, Max Dalton, Dan Donkers, Amanda Erickson, Tutu Fatukasi, Jamie Giesen, Tabatha Hansen, Bob Hedman, Sylvia Hendron, Sara Hollie, Hannah Keller, Julie Ketchum, Randy Kiser, Sandy Koger, Juna Ly, Ashley Marston, Andrea McKennan, Rob Murray, Ryan O’Gara, Gabriel Reynolds, Uriel Rosales Tlatenchi, Minette Saulog, John Springman, Mark Stoltman, Ryan Tritz, Jenna Venem, Margaret Vesel, Kyler Vossen, Ami Wazlawki, Joua Yang, Susan Young

CALL TO ORDER/APPROVAL OF THE AGENDA

Chair Reinhardt called the meeting to order at 10:03 a.m. Introductions were made. A roll call of commissioners was conducted.

Commissioner Johnson moved, seconded by Frethem, to approve the agenda as presented.

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

APPROVAL OF MINUTES

Commissioner Frethem moved, seconded by Weik, to approve the September 22, 2022, R&E Board minutes.

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

Commissioner MatasCastillo joined the meeting.

CONSENT AGENDA

Commissioner Miron moved, seconded by MatasCastillo, to approve Resolution R&EB-2022-17, Consent Agenda. The R&E Board, upon approval as to form by the Ramsey and Washington county attorneys:

- Approves 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;
- Approves 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; and
- Authorizes the R&E Joint Leadership Team (JLT) 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.

Roll Call: Ayes: 7 Nays: 0 Motion Carried.

Commissioners McGuire and Ortega joined the meeting.

MANAGEMENT AND ADMINISTRATION

2022 Budget Update

Kris Wehlage, R&E accounting manager, provided an update on the 2022 budget projections through the end of August 2022. Surpluses are anticipated for the Joint Activities Budget and the Equipment Maintenance & Replacement Budget. The Facility Budget is anticipated to be balanced.

Transfer Station Procurement for Food Scrap Sortation

Michael Reed, Ramsey County and JLT, presented an overview of the East Metro solid waste system, which serves 810,000 residents and 70,000 businesses and processes 450,000 tons of trash annually. Reed discussed plans for food scrap bag sortation at transfer stations. Based on recent engagement with current transfer station partners, R&E's best path forward is to issue a request for proposal (RFP) for bag sorting. The RFP is anticipated to be completed in the first quarter of 2023, with results being brought to the R&E Board upon completion.

Update on Transload & Landfill Agreements

Dave Brummel, Washington County and JLT, shared that the current five-year transload agreements are set to expire at the end of 2022. Transload agreements create a voluntary business relationship between R&E and five private-sector transfer stations serving the counties. Staff are negotiating terms of new agreements for an interim period of two years which will be considered bridge agreements, providing R&E flexibility and time to develop partnerships for sorting food scrap bags. When sorting agreements are executed, the bridge agreements will sunset. JLT intends to bring agreements to the board meeting on December 15, 2022.

Brummel shared that current five-year landfill agreements expire at the end of 2022. New agreements are being negotiated for a term of three years, with one two-year extension. JLT intends to bring agreements to the board meeting on December 15, 2022.

Waste Delivery Agreements Delegated Authority

Jim Redmond, R&E contracts manager, shared that R&E has two tools to ensure the delivery of waste to the R&E Center: waste designation ordinances and voluntary waste delivery agreements. R&E prefers to work with haulers using agreements that address hauler needs and concerns while also ensuring the facility's needs are met. The first hauler agreements from 2018 are expiring, and new agreements will be effective January 1, 2023. All existing and new haulers will have the same agreement.

Commissioner MatasCastillo moved, seconded by Ortega, to approve Resolution R&EB-2022-18, Waste Delivery Agreements Delegated Authority. The R&E Board:

- Approves the Waste Delivery Agreement template; authorizes JLT to offer Waste Delivery Agreements to haulers that serve Ramsey and/or Washington Counties; and
- Delegates authority to JLT 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.

Roll Call: Ayes: 9 Nays: 0 Motion Carried.

Commissioner McGuire asked what constitutes incidental waste. Redmond said it is waste from outside the two counties, particularly from haulers along county margins who might have waste from another county (e.g., Dakota or Anoka counties). Haulers need permission to bring incidental waste to the R&E Center.

Commissioner Johnson inquired how incidental waste is tracked. Michael Reed, Ramsey County and R&E JLT, said it is tracked through environmental charge records and data gets shared across counties for the origin of the waste.

Commissioner Reinhardt asked where the transfer stations are located outside Ramsey and Washington counties. Reed said there are three in Blaine (Anoka County). They are required to segregate waste from Ramsey and Washington counties, and transload agreements require that it be brought to the R&E Center.

Food Scraps Pickup Program Update

Michael Reed presented program progress since the August decision to delay the pilot rollout. Program development continues for the bag-ordering website, customer service center, key communications assets for program education and promotion and engagement efforts that include language accessibility. An evaluation of all aspects of the program is being conducted to establish a refined plan moving forward. This evaluation includes a critical path analysis to identify planning needs integral to establishing reliable schedules and a structural assessment to determine improved staffing plans across the three organizations, including refining the matrix management structure in other joint activities projects. The program work plan for the remainder of 2022 and the first and second quarters of 2023 and beyond was reviewed.

Commissioners and staff discussed the effect of delay in several areas:

- Pilot area change or disruption
- Bag purchase and shelf life
- Facility equipment installation and warranty
- Transfer station agreements and the effect on the pilot

- Timeline availability for the entire project
- Status and time needed for anaerobic digestion development

Commissioner MatasCastillo said there is a sense of urgency from communities, and it is important that commissioners have a clear timeline that can be shared with residents.

Commissioner Reinhardt inquired whether the pilot area has changed. Reed responded that no changes have been made.

Commissioner MatasCastillo inquired about the status of bag purchase and shelf life. Reed said that, while we have a vendor agreement in place, the bags have not been ordered and so have not been manufactured. The intention is to order them when needed and will not affect their shelf life.

Commissioner MatasCastillo, noting that equipment installation is almost complete, asked how this affects equipment warranty. Sam Holl, R&E facility manager, said R&E is working with the equipment vendor to have the warranty begin when the pilot launches.

Commissioner McGuire asked where the warehouse/fulfillment center is located and whether residents will be able to pick up bags from that location. Reed said the vendor under contract is in the metro area. Residents will not be able to pick up bags; they will order bags online or through the customer service line, which are then shipped directly to them from the fulfillment center.

Commissioner Miron asked whether the transfer station agreements hold up the program pilot. Reed said the pilot will be with haulers who direct haul to the R&E Center.

Commissioner Reinhardt asked when the board will see a timeline of the entire project. Reed said the pilot is expected to be a 6-month timeframe, with all residents in the program in approximately two years. Time for vendors for sortation to get through permitting, purchasing and installing equipment to be ready for the full system to function will be approximately two years.

Commissioner Reinhardt would like to revisit the delay due to the transload agreements and two years for implementation. Reed stated that the first phase is targeted to direct haulers to R&E Center. The facility can handle that volume, allowing time for transload stations to bring on sortation capacity.

Commissioner Johnson asked about the top two reasons for not moving forward with the pilot. Brummel pointed out that there are no clear top reasons; rather, when looking at all critical paths to roll out successfully, we were not ready.

Commissioner MatasCastillo asked whether those in the pilot will continue with no disruption in the Phase 1 expansion. Reed confirmed they will experience no disruption as the program moves from pilot to Phase 1.

Commissioner McGuire inquired about the status of anaerobic digestion. Reed said that in the short term, food scrap bags will be sent to commercial composting facilities to bridge the gap until sortation systems at transload stations are operational. R&E is currently negotiating with two vendors for anaerobic digestion, with a December goal for board review/approval.

Commissioner Reinhardt inquired how long it will take for a vendor to be ready. Reed said the vendor will need to go through the permitting process with the Minnesota Pollution Control Agency (MPCA), and municipal approvals will also be required. MPCA has committed to completing this as quickly as possible. The relative timeline is two or more years.

Commissioner Miron said that the State of Minnesota has an investment in the facility, which was supported by the MPCA. He suspects that, due to that significant investment, the State and MPCA will work with R&E as a partner on permitting issues.

Commissioner Reinhardt stated the expectation that JLT and staff will keep the board well informed throughout the development process, with updates at each board meeting.

UPDATES AND REPORTS

Facilities Updates

Sam Holl, R&E facility manager, provided facility-related updates.

- The dust collection replacement system will be up and running on November 2 and represents the total replacement of a 30-year-old system. Commissioner Miron inquired about the capital timeline for this system and pointed out the importance to communities of pulling particulates from the system. Holl said they are hoping for 30 years from this new equipment and that R&E will work with Foth to do a post-commission analysis of materials coming out of the system to determine how it can best be processed to keep as much out of the landfill as possible.
- The recyclable recovery system (RRS) installation is set to be completed by the end of the first quarter of 2023.
- 84% of project spending for the food scrap bag and RRS lines has been paid out. Only 18% of the contingency fund has been used.
- Safety update: 305 days without lost time.
- \$7 million of the State of Minnesota grant funding for enhancements has been received.

Joint Activities Updates

Sam Hanson, R&E Joint Activities manager, presented information on three program areas:

- *Food Waste Prevention Program.* Accomplishments include launching an educational campaign this summer, ongoing support for food recovery organizations and approving ten food recovery grants. A Ramsey/Washington food recovery system analysis was completed with the University of Minnesota's (UMN) Institute on Environment.
- *Compost Market Development.* 324 cubic yards of compost was distributed to 32 community gardens. Staff are working with the UMN on soil testing and developing best management practices.
- *Mattress Recycling Pilot Testing.* Over 1,100 mattresses were collected over roughly three months (June-August) through community clean-up events, curbside residential collection and multi-unit residential collection. Full results of this work will be shared at the end of the year.

Procurement Report

Jim Redmond, R&E contract manager, presented the report for the period September 1, 2022, through September 30, 2022.

ADJOURN

Chair Reinhardt declared the meeting adjourned at 12:05 p.m.

ATTESTED TO:

Approved: _____
December 15, 2022

Approved: _____
December 15, 2022



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

R&E BOARD MEETING DATE:	December 15, 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 (JLT)						

R&E BOARD ACTION REQUESTED:

Approval of the consent agenda.

EXECUTIVE SUMMARY:

Consent agenda items:

- a. BP3 Vendor Selection Authorization and Delegated Authority

ATTACHMENTS:

1. Draft Resolution



RESOLUTION R&EB-2022-19

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 Business Pollution Prevention Program (BP3) provides technical and financial assistance to businesses that implement projects that reduce air, land and water pollution by aiming to decrease the use of harmful chemicals and related technologies in Ramsey and Washington county businesses to protect employees, the community and public health as well as the environment; and

WHEREAS, Since its inception in mid-2020, BP3 has awarded seven grants totaling \$286,628.93 in financial assistance, and going forward, hopes to make the grant program more accessible by decreasing barriers to qualification, increasing the number and types of grants awarded and encouraging the use of the grant for smaller, simpler projects that still lead to measurable reductions in pollution; and

WHEREAS, The current contract providing grant program administration, outreach, and/or technical assistance services for the BP3 program is ending on December 31, 2022; and

WHEREAS, The R&E Board issued a request for proposals (RFP) to procure contract management services on September 1, 2022, for a term of one year with the option to extend the agreement for up to five years, should program funding be available, which closed on October 19, 2022; and

WHEREAS, The RFP received two responses, which were reviewed by an evaluation team consisting of Joint Activities staff from both Ramsey and Washington counties based on the criteria outlined in the solicitation; and

WHEREAS, The evaluation committee recommends the selection of the Minnesota Waste Wise Foundation to provide grant program administration, outreach, and technical assistance services for the BP3 program. This decision is based on the organization’s demonstrated thoughtful and measured approach to this work, willingness to evolve the program to meet goals and increase their already vast industry connections and knowledge to provide strong technical assistance to grantees and their commitment to actively incorporate diversity, equity and inclusion into their work ethic. 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 the Minnesota Waste Wise Foundation to provide grant program administration, outreach, and/or technical assistance services for the BP3 program for a term of December 16, 2022 through December 31, 2023 with the option to extend the agreement for up to five years should program funding be available.

2. 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
December 15, 2022

Attest
December 15, 2022



R&E BOARD MEETING DATE:	December 15, 2022		AGENDA ITEM:	V.a		
SUBJECT:	2023 R&E Board and Committee Meeting Schedule					
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					

R&E BOARD ACTION REQUESTED:

Approve the 2023 R&E Board and Committee meeting schedule.

EXECUTIVE SUMMARY:


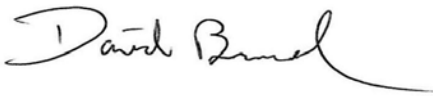


The 2023 R&E Board and Committee meeting schedule identifies dates for known board and committee meetings. The attachment also denotes anticipated meeting topics for the R&E Board and the Facility & Finance Committee. It is possible that meetings may be cancelled or moved, but commissioners will be asked to schedule these dates onto their calendars for 2023.

ATTACHMENTS:

1. Draft Resolution
2. 2023 R&E Board and Committee Meeting Calendar

FINANCIAL IMPLICATIONS:

None.

AUTHORIZED SIGNATURES	DATE
JOINT LEADERSHIP TEAM	12/2/22
	
	12/6/22
RAMSEY COUNTY ATTORNEY	12/2/22
	
WASHINGTON COUNTY ATTORNEY	12/2/22
	



RESOLUTION R&EB-2022-20

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 Bylaws of the R&E Board state that the board shall meet on a regular basis, with an annual schedule determined at its first meeting each calendar year. NOW, THEREFORE, BE IT

RESOLVED, The Ramsey/Washington Recycling & Energy Board approves the 2023 R&E Board and Committee meeting calendar. BE IT FURTHER

RESOLVED, All meetings shall be held at the offices of Ramsey County Environmental Health, located at 2785 White Bear Avenue North, Suite 350, Maplewood, MN, 55109, unless otherwise changed by authorization of the board chair.

Board Chair
December 15, 2022

Attest
December 15, 2022



2023 R&E BOARD AND COMMITTEE MEETING SCHEDULE

Thursday, January 19 – R&E Board – Organizational and Business Meeting *

10:00 – Noon | Ramsey County Environmental Health Offices – Maplewood

Thursday, February 2 – Facility & Finance Committee – Business Meeting

10:00 – Noon | Ramsey County Environmental Health Offices – Maplewood

Thursday, February 23 – R&E Board – Business Meeting

10:00 – Noon | Ramsey County Environmental Health Offices – Maplewood

Thursday, March 9 – Facility & Finance Committee – Business Meeting

10:00 – Noon | Ramsey County Environmental Health Offices – Maplewood

Thursday, March 23 – R&E Board – Business Meeting

10:00 – Noon | Ramsey County Environmental Health Offices – Maplewood

Thursday, April 13 – Facility & Finance Committee – Business Meeting

10:00 – Noon | Ramsey County Environmental Health Offices – Maplewood

Thursday, April 27 – R&E Board – Business Meeting

10:00 – Noon | Ramsey County Environmental Health Offices – Maplewood

Thursday, May 11 – Facility & Finance Committee – Business Meeting

10:00 – Noon | Ramsey County Environmental Health Offices – Maplewood

Thursday, May 25 – R&E Board – Business Meeting

10:00 – Noon | Ramsey County Environmental Health Offices – Maplewood

Thursday, June 8 – Facility & Finance Committee – Business Meeting

10:00 – Noon | Ramsey County Environmental Health Offices – Maplewood

Thursday, June 22 – R&E Board – Business Meeting

10:00 – Noon | Ramsey County Environmental Health Offices – Maplewood

July – County Board Workshops (dates TBD)

Thursday, July 13 - Facility & Finance Committee – Business Meeting

10:00 – Noon | Ramsey County Environmental Health Offices – Maplewood

Thursday, July 27 – R&E Board – Business Meeting

10:00 – Noon | Ramsey County Environmental Health Offices – Maplewood

Thursday, August 24 – R&E Board – Business Meeting

10:00 – Noon | Ramsey County Environmental Health Offices – Maplewood

Thursday, September 21 – R&E Board – Business Meeting *

10:00 – Noon | Ramsey County Environmental Health Offices – Maplewood

Thursday, October 26 – R&E Board – Business Meeting

10:00 – Noon | Ramsey County Environmental Health Offices – Maplewood

Thursday, December 7 – R&E Board or Executive Committee – Business Meeting **

10:00 – Noon | Ramsey County Environmental Health Offices – Maplewood

* PWE Board follows at 1:00 p.m.

** PWE Board follows at HERC at 1:00 p.m. (location tentative)



ANTICIPATED 2023 R&E BOARD AND COMMITTEE MEETING TOPICS

Note: Full agendas will be provided prior to each meeting. This list is not comprehensive.

R&E Board

- Anaerobic digestion vendor recommendation
 - Approval of a letter of intent
- End market(s) for refuse-derived fuel recommendation
 - Authorization to negotiate
 - Approval of agreement(s)
- Budgets
 - 2022 budget update (auditor presentation)
 - 2023 budget updates
 - Review and approval of 2024-25 budgets
 - Review and approval of 2024 tipping fee
- R&E 2022 annual report
- Odor monitoring update (2022 summary)
- R&E updates (facility, Joint Activities, procurement)
- Food scraps pickup program updates
- Legislative briefings (as needed)

R&E Facility & Finance Committee

- Anaerobic digestion vendor recommendation
- End market(s) for refuse-derived fuel recommendation
- Budgets
 - 2022 year-end budget reports
 - 2023 budget status updates
 - 2024-2025 budget timeline/preparation
 - Action to recommend 2024-25 budget
- R&E Center enhancements operations monitoring
- R&E Center updates (as needed)



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

R&E BOARD MEETING DATE:	December 15, 2022	AGENDA ITEM:	VI.a
SUBJECT:	Facility & Finance Committee Report		
TYPE OF ITEM:	<input checked="" type="checkbox"/> INFORMATION	<input type="checkbox"/> POLICY DISCUSSION	<input type="checkbox"/> ACTION <input type="checkbox"/> CONSENT
SUBMITTED BY:	R&E Facility & Finance Committee		

R&E BOARD ACTION REQUESTED:

For information only.

EXECUTIVE SUMMARY:


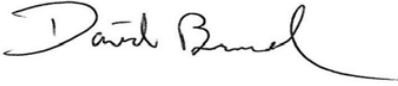
Commissioner Johnson, chair of the Facility & Finance Committee, will provide an update to the board about the committee meeting held on November 14, 2022.

ATTACHMENTS:

None.

FINANCIAL IMPLICATIONS:

None.

AUTHORIZED SIGNATURES		DATE
JOINT LEADERSHIP TEAM		11/30/22
		12/1/22



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

R&E BOARD MEETING DATE:		December 15, 2022				AGENDA ITEM:		VI.b	
SUBJECT:		Transload and Landfill 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 Transload and Landfill Agreement templates.
3. Delegate authority to the Joint Leadership Team to execute Transload Agreements and Landfill Agreements with licensed and approved entities that are substantially the same as the form approved by the Board, following approval as to form by the County Attorney.

EXECUTIVE SUMMARY:

The current five-year transload agreements with contracted transfer stations and landfill agreements with regional landfills are set to expire at the end of 2022 and cannot be renewed. Staff and consultants have worked with R&E's current transfer station and landfill vendors to negotiate the terms of new agreements to begin January 1, 2023.

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:

- Allows 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 their waste directly to the R&E Center
- Provides 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
- Describes 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 has issued a request for proposals (RFP) for sortation of food scraps.

SUBJECT: *Transload and Landfill Agreements Delegated Authority*

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 necessary capacity 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 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. When new facilities become operational, R&E plans to allow existing agreements to sunset. Current transload partners were briefed on this plan and expressed interest in entering into these bridge agreements.

Landfill Agreements

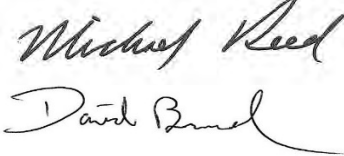


Existing landfill agreements will expire on December 31, 2022. R&E has engaged current landfill partners in extensive negotiations to come to new agreements. These new agreements will have a term of January 1, 2023, through December 31, 2025, with the option for a two-year extension. These agreements cover what materials can be brought to the landfills, under what terms and the costs associated with acceptance.

ATTACHMENTS:

1. Draft Resolution
2. Draft Transload Agreement
3. Draft Landfill Agreement

FINANCIAL IMPLICATIONS:

\$2,555,387 has been included for transload costs and \$5,196,283 has been included for landfill costs in the approved 2023 budgets.

AUTHORIZED SIGNATURES	DATE
JOINT LEADERSHIP TEAM	12/6/22
	
RAMSEY COUNTY ATTORNEY	12/6/22
	
WASHINGTON COUNTY ATTORNEY	12/2/22
	



RESOLUTION R&EB-2022-21

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 five-year transload agreements with contracted transfer stations and landfill agreements with regional landfills are set to expire at the end of 2022 and cannot be renewed; and

WHEREAS, Staff and consultants have worked with Ramsey/Washington Recycling & Energy's (R&E) current transfer station and landfill vendors to negotiate the terms of new agreements to begin January 1, 2023; and

WHEREAS, Transload agreements create a voluntary business relationship between R&E and five private-sector transfer stations serving the Ramsey and Washington county service area that allows waste haulers who have signed Waste Delivery Agreements to minimize the distance between their routes and the waste delivery location, provides the process for R&E designated waste to be transported from transfer stations to the Recycling & Energy Center (R&E Center) using R&E contracted transfer vehicles and trailers, and describes the process for reporting, invoicing, and making payment between R&E and contracted transfer stations; and

WHEREAS, R&E is also working to enter into partnerships for sortation of food scrap bags to take place, likely, at transfer stations, and has issued a request for proposals (RFP) for sortation of food scraps; and

WHEREAS, 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 of two years with the option of three one-year renewals and has discussed this approach with the R&E's current transportation partners who have expressed interest in entering into these agreements; and

WHEREAS, Staff and consultants have also engaged R&E's landfill partners in extensive negotiations to come to new agreements; and

WHEREAS, The new agreements will be for up to five years beginning January 1, 2023, through December 31, 2027. NOW, THEREFORE, BE IT

RESOLVED, The R&E Board hereby approves the Transload and Landfill Agreement templates. BE IT FURTHER

RESOLVED, The R&E Board delegates authority to the Joint Leadership Team to execute Transload Agreements and Landfill Agreements with licensed and approved entities 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
December 15, 2022

Attest
December 15, 2022



**Agreement Between
the Ramsey/Washington Recycling & Energy Board
and _____ for Solid Waste Transload Services**

THIS Transload Services Agreement ("Agreement") is made and entered into by and between the Ramsey/Washington Recycling & Energy Board hereinafter referred to as ("R&E"), a joint powers board comprised of Ramsey and Washington Counties (the "Counties"), and _____, with its principal place of business at _____, hereinafter referred to as the ("Operator"), 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, R&E has also negotiated 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;

WHEREAS, Operator operates a transfer station for MSW, called the _____ Transfer Station, at _____ (the "Transfer Station");

WHEREAS, Contract Haulers deliver Acceptable Waste to the Transfer Station;

WHEREAS, R&E desires for Operator to provide transload services for all Acceptable Waste generated in Ramsey County or Washington County delivered to the Transfer Station by Contract Haulers pursuant to the terms and conditions as provided herein.

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

1. Recitals

Each of the Parties hereto agrees that the Recitals set forth above are true and correct and are incorporated into this Agreement.

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 Ordinances of the Counties. Acceptable Waste shall also include Incidental Waste that has been approved by R&E, as defined and provided in Section 3.c. of the Waste Delivery Agreement between R&E and its Contract Haulers. A copy of the Waste Delivery Agreement is included as Attachment A to this Agreement.
- b. "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, demolition waste, 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.
- c. "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.
- d. "Solid Waste" has the meaning provided in the Solid Waste Ordinances of the Counties.
- e. "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. Engagement of Operator for Transload Services

R&E hereby engages Operator to provide transload services ("Transload Services") for all Acceptable Waste delivered to the Transfer Station as follows:

- a. Operator shall receive, weigh and manage Acceptable Waste delivered to the Transfer Station by Contract Haulers in accordance with all operating permits, laws and regulations, as well as non-licensed self-haulers that deliver Acceptable Waste generated in the Counties. Operator shall deny access to any licensed hauler not under contract with R&E for delivery of waste from Ramsey and/or Washington Counties, and shall notify these haulers that they must deliver waste directly to the R&E Center. The weight as determined by Operator's scales at the Transfer

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Station, with such scales being certified by the State of Minnesota, shall be conclusive for billing purposes.

- b. Any licensed Contract Hauler that desires to utilize the Transfer Station shall have access to the Transfer Station during the Transfer Station's operating hours, unless the Transfer Station has reached its maximum storage capacity for the day under its state or local permits. Failure to provide such access by Operator shall be a material breach of this Agreement. R&E shall provide a current list of Contracted Haulers to Operator and notify Operator of any changes to the list.
- c. Acceptable Waste generated in the Counties delivered by non-licensed self-haulers shall be charged at the same rate charged for self-haulers at the R&E Center and R&E shall be responsible for transporting such Acceptable Waste to the R&E Center.
- d. Operator shall load the Acceptable Waste into transfer vehicles provided by R&E. R&E will take title to the Acceptable Waste upon completion of the loading into R&E's transfer vehicles and R&E will be solely responsible for all costs of transportation to the R&E Center. R&E shall provide a sufficient number of trailers to handle the Acceptable Waste. Should R&E fail to do so, Operator shall make reasonable arrangements for additional trailers to transport the Acceptable Waste at R&E's sole expense and may charge R&E for the cost of such arrangements.
- e. Operator shall not transfer to the R&E Center any waste that was not generated in the Counties, except for Incidental Waste that has been approved for acceptance by R&E.
- f. Operator shall deliver to R&E weekly a written report ("Weekly Report"), listing the total amount, measured in tons, of Acceptable Waste, including any Incidental Waste, transloaded by Operator to the R&E Center.
- g. Operator shall provide to R&E a computer file on a weekly basis that includes ticket and tonnage information for haulers and non-licensed self-haulers, as well as county of origin, for Acceptable Waste and Incidental Waste delivered to the Transfer Station by Contract Haulers, in a form that can be uploaded by R&E for invoicing and other purposes. Inbound and outbound volumes must be equivalent and balanced on a monthly basis.
- h. Operator agrees to provide, at its expense, all necessary personnel and equipment (and all costs related thereto) to properly perform the Transload Services.
- i. Operator may, at its sole discretion, refuse any Acceptable Waste generated in the Counties, and any Incidental Waste, if it has reason to suspect that the waste contains hazardous waste, Unacceptable Waste or otherwise presents safety concerns. Should a load of waste be rejected by the Operator, it shall notify R&E in writing about the rejection, including the basis of the rejection, the name of the hauler, the date, time and weight of the rejected load.
- j. For the avoidance of doubt, Operator acknowledges that the Transload Services applies only to the Acceptable Waste and Incidental Waste delivered by Contract Haulers.

4. Rules and Regulations at the Transfer Station

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Operator may implement and enforce reasonable rules and regulations concerning the Transfer Station, for the safe, legal and efficient operation of the facility. R&E agrees to conform to all reasonable rules and regulations as they may be implemented and amended from time to time. In the event an R&E vehicle becomes incapacitated or unable to move while at the Transfer Station, Operator may, but is not obligated to, provide assistance in moving the vehicle. R&E's driver or agent shall make any necessary equipment connections to R&E's vehicle and R&E expressly agrees that Operator, its employees and agents shall have no liability for any damage while providing such assistance. Operator may charge, and R&E shall pay, a reasonable fee for providing such assistance.

5. Term

The term of the Agreement shall be effective from January 1, 2023 through December 31, 2024. Upon the mutual agreement of the Parties this Agreement renewed upon its same terms for up to three additional one-year terms.

6. Compensation

- a. At the beginning of each month, Operator shall provide R&E with an invoice for the amount due and owing by R&E to Operator for the Transload Services for the prior month ("Transload Fee").
- b. The Transload Fee shall be calculated as follows: Total number of tons of Acceptable Waste generated in the Counties and Incidental waste received from Contract Haulers that are transloaded by Operator pursuant to this Agreement for such month multiplied by _____. In January of each year, R&E shall adjust the Transload Fee by the percentage change in the Consumer Price Index, All Urban Consumers (CPI-U), Midwest Region, for the immediately preceding year. All Transfer Station Operators performing solely Transload Services for R&E shall receive the same Transload Fee at all times.
- c. The Operator may not submit invoices more than once a month.
- d. Each invoice shall contain the order/contract number, an itemized list of waste deliveries by hauler, and non-licensed self-haulers, including ticket and tonnage information, dates and times of delivery, dates and times of waste transfer, and total invoice amount.
- e. Payment shall be made by R&E within thirty-five (35) calendar days after the date of receipt of a detailed invoice, as described above.
- f. In January of each year R&E will reconcile the number of tons of Acceptable Waste generated in the Counties and any Incidental Waste that were invoiced by Operator with the actual number of tons of waste received from Operator at the R&E Center. In the event the annual tonnage amount delivered is greater than the annual number of tons invoiced, R&E will invoice Operator for the additional tons at the per ton tipping fee from the prior year. Operator agrees to pay such invoices within 35 days of receipt.
- g. Payment of interest and disputes regarding payment shall be governed by the provisions of Minnesota Statutes § 471.425.

8. Indemnification

Notwithstanding any other provision to the contrary, each Party shall indemnify, hold harmless, and defend the other, its officers, employees and agents for any and all claims which the indemnified Party, its officials, agents, or employees may hereafter sustain, incur or be required to pay, to the extent caused by any negligent act or omission of the indemnifying Party, or its subcontractors, and their officers, agents or employees, in the execution, performance, or failure to adequately perform the indemnifying Party's obligations pursuant to this Agreement.

9. Insurance Requirements

The Operator agrees that in order to protect itself as well as R&E, 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 at least that of R&E's liability limits set forth in Minn. Stat. Chapter 466 or greater as specified at 9(a). Operator also agrees to carry Workers' Compensation in the minimum amount of statutory limits as set forth at 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 be 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. 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

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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.

The Operator agrees as a condition subsequent to increase the required insurance coverage in the event that the liability limits in Minn. Stat. § 466.04 increase. Nothing in this Agreement shall constitute a waiver by R&E of any statutory limits of liability.

Prior to the effective date of this Agreement, the Operator will furnish R&E with a current and valid proof of insurance certificate indicating insurance coverage in the amounts required by this Agreement. Evidence of insurance shall be provided before this Agreement is effective. As a condition subsequent to this agreement, Operator shall insure that the certificate of insurance provided to R&E will at all times be current. The Parties agree that failure by the Operator 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 for non-payment of premium.

10. 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).

11. Record Disclosures/Monitoring

Pursuant to Minn. Statute 16C.05, subd. 5, the books, records, documents and accounting procedures and practices of the Operator relevant to the Agreement are subject to examination by R&E, and either the legislative auditor or the state auditor, as appropriate. The Operator agrees to maintain and make available these records for a period of six years from the date of termination of this Agreement.

12. Nondiscrimination

The Operator shall comply with and be subject to the requirements and conditions contained in Minn. Stat. Chapter 364 and Minn. Stat. section 181.59.

13. Compliance with Law

The Operator 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 Operator’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

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cancellation. The Operator, 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 the execution and completion of this Agreement.

14. 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 Operator shall carry or possess a firearm on R&E Board 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.

15. Independent Contractor

The Parties agree that the Operator is acting as an independent contractor under this Agreement. Neither the Operator nor its employees will at any time be construed to be employees of R&E. The Operator is responsible for its employees' compensation, fringe benefits and all insurance coverage.

16. Successors, Subcontracting and Assignment

- a. The Operator binds itself, its partners, successors, assigns and legal representatives to R&E in respect to all covenants, contracts and obligations contained in this Agreement.
- b. The Operator 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 consent shall not be unreasonably withheld. Any assignment or novation may be made subject to such conditions and provisions as R&E may impose. The Operator is responsible for the performance of all subcontractors.

17. Non-Conforming Services

The acceptance of any non-conforming services under the terms of this Agreement by R&E or Operator 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 and Operator provided or referred to under the terms of this Agreement are cumulative and not mutually exclusive.

18. 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 acts of government in times of war, pandemic, epidemics, and national emergency that prevent local 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 of this Agreement.

19. Unavailability of Funding – Termination

The purchase of services from the Operator under this Agreement is subject to the availability and provision of funding from the United States, the State of Minnesota, or other funding sources, and the appropriation of funds by R&E. Either Party may immediately terminate this Agreement if the funding for the purchase of services is no longer available or is not appropriated by R&E. Upon receipt of R&E 's notice of non-appropriation of funds and the termination of this Agreement, the Operator shall take all actions necessary to discontinue further commitments of funds to this Agreement. Termination shall be treated as termination without cause and will not result in any penalty or expense to R&E.

20. Early Termination

- a. R&E may immediately terminate this Agreement if any proceeding or other action is filed by or against the Operator seeking reorganization, liquidation, dissolution, or insolvency of the Operator under any law relating to bankruptcy, insolvency or relief of debtors. The Operator shall notify R&E 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 Twenty-One (21) day cure period, this Agreement shall terminate upon expiration of the cure period.
- c. Either Party may terminate this Agreement for repeated failure of the other Party to comply with material terms upon giving at least sixty (60) calendar days written notice thereof to the other Party. In such event, the Operator 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.
- d. R&E may terminate this Agreement without cause upon giving at least Ninety (90) calendar days written notice thereof to Operator. In such event, the Operator 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.

21. 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.

22. Entire Agreement

The written Agreement represents the entire and integrated agreement between the Parties hereto and supersedes all prior negotiations, representations or contracts, either written or oral. No subsequent agreement between R&E and the Operator to waive or alter any of the provisions of this Agreement shall be valid unless made in the form of a written Amendment signed by authorized representatives of the Parties.

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<p>OPERATOR</p> <p>_____</p> <p>By: _____</p> <p>Title: _____</p> <p>Date: _____</p>	<p>RAMSEY/WASHINGTON RECYCLING & ENERGY BOARD:</p> <p>By: _____ Michael Reed, Joint Leadership Team</p> <p>Date: _____</p> <p>By: _____ David Brummel, Joint Leadership Team</p> <p>Date: _____</p> <p>Approved As To Form:</p> <p>By: _____ Assistant County Attorney</p> <p>Date: _____</p>
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ATTACHMENT A
WASTE DELIVERY AGREEMENT

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Agreement Between Ramsey/Washington Recycling & Energy and _____ for Landfill Disposal Services

THIS LANDFILL DISPOSAL SERVICES AGREEMENT ("Agreement") made and entered into by and between the Ramsey/Washington Recycling & Energy Board, a joint powers board comprised of Ramsey and Washington Counties, hereinafter referred to as "R&E," and _____, with its principal place of business at _____, hereinafter referred to as the "Contractor" or "Landfill".

RECITALS:

WHEREAS, R&E is governed by the amended and restated joint powers agreement by and between Ramsey County and Washington County dated September 22, 2015, ("Joint Powers Agreement");

WHEREAS, R&E has authorized its Joint Leadership Team (the "JLT") to procure landfill disposal services;

WHEREAS, R&E owns and operates the Recycling and Energy Center ("R&E Center") that recovers resources from Acceptable Waste, but also generates certain wastes that must be disposed in landfills; and

WHEREAS, R&E wishes to enter into an agreement with the Contractor to provide landfill disposal services.

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

1. Definitions

- a. Acceptable Waste means Solid Waste generated in the Counties that is acceptable at the R&E Center and Landfill, which is not otherwise Unacceptable Waste, as more specifically defined in the Solid Waste Ordinances 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 under contract for disposal of waste from the R&E Center and that may be used by a hauler under contract to R&E or subject to the Ramsey and/or Washington County waste

designation ordinances in the event that Acceptable Waste is being diverted from the R&E Center.

- c. Bulky Waste Residue or "BWR" shall mean Mixed Municipal Solid Waste that is not suitable for processing at the Facility due to its physical characteristics, or lack of need for RDF, but does not include any waste that is not accepted or is rejected by R&E. BWR may originate at the Facility or at an alternative facility collection point.
- d. Bypass Waste shall mean Acceptable Waste delivered by licensed haulers pursuant to Section 4.c. of this contract to the Landfill in response to direction by R&E to divert waste away from the Facility.
- e. Excess Waste - shall mean Acceptable Waste delivered to the Facility in excess of the Facility's ability to process waste, that is transferred to a Landfill or Acceptable Waste that the Facility otherwise directs to the Landfill pursuant to Section 4.d. of this Agreement.
- f. Facility shall mean the Recycling and Energy Center or "R&E Center" which is the resource recovery facility owned and operated by R&E located at 100 Red Rock Road, Newport MN 55055.
- g. Facility Waste shall mean all Acceptable Waste transported from the Facility, or a transfer station under contract with R&E, for disposal, including, but not limited to, Bulky Waste Residue, Excess Waste, Process Line Residue. Notwithstanding the foregoing, Facility Waste shall not include Hazardous or Unacceptable Waste.
- h. 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.
- i. Landfill shall mean _____.
- j. 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.
- k. Process Line Residue shall mean the residual material remaining after Acceptable Waste is processed into RDF or separated into secondary materials but does not include RDF or secondary materials.
- l. Ramsey/Washington Recycling and Energy or "R&E" shall mean the joint powers board created by Ramsey and Washington Counties that owns the Facility.
- m. Refuse Derived Fuel or "RDF" shall mean a product resulting from the processing of Acceptable Waste in a manner that reduces the quantity of noncombustible material present in the waste, reduces the size of waste components through shredding or other mechanical means, and produces a fuel suitable for combustion

in existing or new solid fuel-fired boilers, as defined by Minn. Stat. Section 115A.03, subdivision 25d.

- n. Solid Waste has the meaning provided in the Solid Waste Ordinances of the Counties.
- o. Unacceptable Waste shall mean waste which would likely pose a threat to health and safety or which may cause damage to or materially adversely affect the operation of the Facility, including, but not limited to: explosives, hospital, pathological and biological waste; commercial, industrial, and community Hazardous Waste, as regulated by federal, state, and local law; chemicals and radioactive materials; oil sludges; asbestos in identifiable quantities; cesspool, domestic sewage or other sewage sludge; human or animal remains; street sweepings; ash; mining waste; sludges; non-combustible demolition and construction debris, including loads that are predominantly (i.e., over 50 percent) sheet rock, metal studs/framing, metal siding, garage doors, lights, bricks, block, or concrete; waste in liquid state; hazardous refuse of any kind; such as cleaning fluids, used crankcase oils, cutting oils, paints, acids, caustics, poisons, and drugs; loads that are predominantly windshields, mirrors or other autobody glass; loads that are predominantly asphalt shingles; and any other materials that may be agreed to from time to time by the parties. If any governmental agency or unit having appropriate jurisdiction shall determine that certain chemicals or other substances which are not currently considered harmful or of a toxic nature or dangerous, are harmful, toxic or dangerous, R&E and Contractor shall agree that such chemicals or other substances shall be Unacceptable Waste.

2. Term

The term of the Agreement shall be effective January 1, 2023, through December 31, 2025, with the option for a two-year extension upon the same terms ("Renewal Term"), upon mutual written agreement of the Parties.

3. Cost/Payment

- a. R&E shall pay fees for Landfill services as set forth in Exhibit A, which is attached hereto and incorporated herein.
- b. The Contractor shall submit bimonthly invoices on forms acceptable to R&E by the tenth (10th) day and the twenty-fifth (25th) day of each month for services performed during the current and previous month. Invoices shall be sent as indicated below:

Attn: Kris Wehlage
R&E Center
100 Red Rock Road
Newport, MN 55055

- c. Payment shall be made within thirty-five (35) days from receipt of the invoice. Invoices having discrepancies will be paid within thirty-five (35) days after the Contractor and R&E have resolved the discrepancy. Payment of the non-disputed portion of an invoice with discrepancies shall be made within thirty-five (35) days from receipt of the invoice.

- d. Payment of interest and disputes regarding payment shall be governed by the provisions of Minn. Stat. §471.425.

4. Contractor Obligations

The Contractor shall:

- a. Provide and guarantee to R&E capacity at its Landfill for disposal of Facility Waste and accept such Facility Waste for disposal at the Landfill.
- b. Serve as a Back-Up Facility and allow all licensed haulers under contract to R&E or subject to Ramsey and/or Washington County's waste designation ordinances to deliver directly to the Landfill, but ONLY under the following terms and conditions:
 - i. R&E shall first notify the Contractor that it is diverting waste haulers and directing them to deposit their Facility Waste at the Landfill;
 - ii. The waste hauler shall communicate to the Contractor that it is delivering Facility Waste which has been directed to the Landfill by R&E, and that it is not delivering Unacceptable Waste;
 - iii. Payment for the waste delivered pursuant to this paragraph shall be made as agreed to by R&E and Contractor in this Agreement;
 - iv. R&E and Haulers must comply with all reasonable Landfill rules. If a Hauler fails to comply with Landfill's reasonable Landfill rules, Contractor can refuse the Hauler entry to the Landfill and not accept Facility Waste from that Hauler. Notwithstanding anything in this Agreement to the contrary, Contractor shall not be responsible for other hauler compliance with their contracts with R&E or Ramsey and/or Washington County's Waste Designation ordinances.
- c. Hours of operation at the Landfill will be 7:00 a.m. to 4:30 p.m. Monday through Friday. Contractor may modify these hours in writing without amending this Agreement, but shall provide at least Twenty-One (21) calendar days written notice to R&E of such modification.
- d. Reject and/or refuse to accept Unacceptable Waste known to be Unacceptable Waste at the time of delivery at the Landfill. If any Unacceptable Waste is discovered after disposal at the Landfill:
 - i. The Contractor will provide information about the Unacceptable Waste to R&E, and both parties agree that neither is the generator of any such Unacceptable Waste; and
 - ii. Notwithstanding the foregoing, the Contractor may, in its sole discretion, remove, transport, and dispose of such Unacceptable Waste at a location authorized to accept such Unacceptable Waste in accordance with all applicable laws and charge the depositor or generator of such Unacceptable

Waste all direct and indirect costs incurred due to removal, remediation, handling, transportation, delivery and disposal of such Unacceptable Waste. In the event that the depositor or generator of such Unacceptable Waste fails to reimburse Contractor for such costs within 90 days after Contractor's demand for payment thereof, then R&E shall be responsible to reimburse Contractor for such costs. R&E shall provide to the Contractor all reasonable assistance the Contractor requests to conduct an investigation to determine the identity of the depositor (other than the Contractor or its affiliate) or generator of the Unacceptable Waste and to collect the costs incurred by the Contractor in connection with such Unacceptable Waste. Subject to R&E's providing all such reasonable assistance to the Contractor and provided that timely payment is received from the depositor or generator, the Contractor shall release R&E from any liability for any such costs incurred by the Contractor in connection with such Unacceptable Waste which Contractor has been reimbursed for from the depositor or generator, except to the extent that such Unacceptable Waste is determined to be attributed to R&E itself. If the Contractor opts not to remove and dispose of Unacceptable Waste as provided in this Section 4.d.ii., upon notification by the Contractor and within a reasonable time R&E shall remove Unacceptable Waste from Landfill at R&E's expense and ensure proper management of such material.

iii. R&E will use best efforts to remove Hazardous Waste from Facility Waste sent to the Landfill. If any Hazardous Waste is delivered and discovered by Contractor, the Contractor shall remove it and arrange for proper disposal. The Contractor will provide information about the Hazardous Waste to R&E. Notwithstanding the foregoing, R&E shall remain liable for all reasonable costs and expenses associated with Unacceptable Waste, including, but not limited to, special handling or disposal charges, and costs associated with different qualities of waste, different delivery dates, modifications in operations, specialized equipment, and other operational, environmental, health, safety, or regulatory requirements. Title to and liability to Unacceptable Waste shall not transfer to Contractor or R&E and shall at all times remain with the generator.

e. The services to be rendered under this Agreement shall be performed solely at the request of R&E. R&E makes no guarantee or warranty as to the quantity of waste to be delivered under this Agreement. Contractor agrees that R&E may contract with any number of entities to provide services described herein.

5. Statutory Obligations

a. R&E and Contractor shall comply with all applicable requirements of Minn. Stat. § 473.848, including any such requirements in the MPCA permits governing their respective facilities.

6. Audits, Reports, Records and Monitoring Procedures

Contractor agrees:

- a. To maintain records that reflect all services provided in the performance of this Agreement and payment for such services.
- b. 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 Contractor which are relevant to the Contractor's performance, and determination of the agreed upon contracted payment rates under this Agreement.

7. Compliance with Law

The Contractor agrees to comply with the Americans with Disabilities Act and Section 504 of the Rehabilitation Act of 1973 and not discriminate on the basis of disability in the admission or access to, or treatment of employment in its services, programs, or activities. The Contractor agrees to hold harmless and indemnify R&E from costs, including but not limited to damages, attorney's fees, and staff time, in any action or proceeding brought alleging a violation of ADA and/or Section 504 caused by the Contractor.

8. Data Practices

When Contractor performs a "government function" under this Agreement, all data collected, created, received, maintained, or disseminated for any purpose by the activities of the Contractor because of this Agreement when performing the government function shall be governed by the Minnesota Government Data Practices Act (Data Practices Act), Minn. Stat. Chap. 13, as amended, and Minnesota Rules ("Data Practices Rules") implementing the Data Practices Act. The Contractor is subject to the requirements of the Data Practices Act and Data Practices Rules and must, for purposes of this Agreement when performing a government function only, comply as if it is a governmental entity subject to the Data Practices Act and Data Practices Rules. The remedies contained in Section 13.08 of the Data Practices Act shall apply to the Contractor under Subd. 11(a).

9. Nondiscrimination

During the performance of this Agreement, the Contractor will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, sexual orientation, disability, age, marital status, or status with regard to public assistance. The Contractor will take affirmative action to ensure that all employment practices are free of such discrimination. Such employment practices include, but are not limited to, the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

The Contractor agrees to comply with the nondiscrimination provision set forth in Minn. Stat. §181.59. The Contractor's failure to comply with Section 181.59 may result in cancellation or termination of this Agreement, and all money due or to become due under the contract may be forfeited for a second or any subsequent violation of the terms or conditions of this Agreement.

10. Indemnity

- a. Contractor agrees to defend, indemnify, and hold harmless the R&E Board, its officials, officers, agents, volunteers and employees 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 act or omission of Contractor, a subcontractor, anyone directly or indirectly employed by them, and/or anyone for whose negligent acts and/or omissions they may be liable in the performance of the services required by this Agreement, and against all loss by reason of the failure of Contractor to perform any obligation under this Agreement.
- b. Further, in addition to the indemnification obligation set forth above, Contractor agrees to defend, indemnify, and hold harmless the R&E Board, its officials, officers, agents, volunteers, and employees from any liability, claims, causes of action, judgments, damages, costs or expenses, including reasonable attorney's fees, related to investigation, response, cleanup, and/or remediation under the Comprehensive Environmental Response, Compensation and Liability Act as amended (also known as Superfund), the Minnesota Environmental Response and Liability Act ("MERLA") as amended and other applicable federal, state and local law, resulting from Facility Waste delivered under this Agreement to Contractor's Landfill, except for claims resulting from R&E's and/or a hauler's delivery of Unacceptable Waste, when such delivery is pursuant to hauler's waste delivery agreement with R&E or pursuant to the Waste Designation Ordinances of Ramsey or Washington County.
- c. R&E agrees to defend, indemnify, and hold harmless the Contractor against liability, claims, causes of action, judgments, damages, costs or expenses, including reasonable attorney's fees -- but only to the extent resulting directly or indirectly from any negligent act or omission, of R&E, its officers, agents, or employees in the performance of the services required by this Agreement -- and against all loss by reason of the failure of R&E to perform fully, in any respect, all obligations under this Agreement, violation of applicable law or delivery of Unacceptable Waste.

11. Insurance

Contractor further agrees that in order to protect itself, as well as R&E, it will at all times during the term of the Agreement have and keep in force the following insurance protection with the minimum limits specified:

- a. Commercial General Liability on an occurrence basis with contractual liability coverage:

	Limits
General Aggregate	\$3,000,000
Products-completed Operations Aggregate	\$3,000,000
Personal and Advertising Injury	\$2,000,000
Each Occurrence	\$2,000,000

b. Vehicle Liability

	Limits
Combined single limit each occurrence coverage for bodily injury and property damage covering owned; non-owned, and hired vehicles. The vehicle policy shall include an endorsement providing pollution liability coverage for covered vehicles.	\$2,000,000

c. Worker's Compensation and Employer's Liability

Workers' Compensation	Statutory
All States Endorsement	
Employer's Liability. Bodily injury by:	
Accident - Each Accident	\$500,000
Disease - Policy Limit	\$500,000
Disease - Each Employee	\$500,000

d. Pollution Legal Liability Insurance:

Per Claim	\$1,000,000
Aggregate	\$3,000,000

Pollution Legal Liability Insurance must cover sudden accidental and non-sudden gradual occurrences. Said insurance shall include coverage for liability arising out of property damage or bodily injury to third parties in an amount not less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate. Coverage must also provide for claims arising from the discharge, dispersal release or escape of any irritant or contaminant into or upon land, any structure, the atmosphere, watercourse or body of water, including groundwater. If this policy is provided on a "claims made" basis, coverage shall be maintained for a minimum of two (2) years after the term of this Agreement.

An umbrella or excess policy over primary liability insurance coverages is an acceptable method to provide the required insurance limits but only to the extent the umbrella (or excess) policy(ies) provide coverage at least as broad as the underlying primary coverages

The above establishes minimum insurance requirements. It is the sole responsibility of Contractor to determine the need for and to procure additional insurance which may be needed in connection with this Agreement.

Contractor shall not commence work until it has obtained required insurance and filed with R&E a properly executed Certificate of Insurance establishing compliance. The

Certificate(s) must name R&E as the certificate holder and must evidence R&E, its agents, officers, and employees as additional insureds on a primary and non-contributory basis with respect to coverage(s) for all operations covered under this Agreement. Waiver of subrogation is required. If the Certificate form contains a certificate holder notification provision, the Certificate shall state that the insurer will provide to R&E thirty (30) days written notice prior to cancellation or non-renewal of any described policies. The 30-day notice of cancellation also applies to cancellation for non-payment of premium. If Contractor receives notice of cancellation from an insurer, Contractor shall fax or email a copy of the cancellation notice to R&E within five business days.

Contractor shall furnish to R&E updated Certificates during the term of this Agreement as insurance policies expire. If Contractor fails to furnish proof of insurance coverages, R&E may withhold payments and/or pursue any other right or remedy allowed under contract, law, equity, and/or statute. R&E does not waive any rights or assume any obligations by not strictly enforcing the requirements set forth in this section.

12. Independent Contractor

It is agreed that nothing herein 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 Contractor as the agent, representative, or employee of R&E for any purpose or in any manner whatsoever. The Contractor is to be and shall remain an independent contractor with respect to all services performed under this Agreement.

The Contractor 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 R&E and shall not be considered employees of R&E.

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

13. Subcontracting and Assignment

The Contractor 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. Any assignment or novation may be made subject to such conditions and provisions as R&E 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.

14. 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 R&E and the Contractor 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. 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 Contractor 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 grounds for immediate suspension or termination of the Agreement.

17. Performance

All services performed by the Contractor pursuant to this Agreement shall be performed to the satisfaction of R&E, as determined at the sole discretion of its authorized representatives, 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 this Agreement shall be considered a material breach and shall be cause for early termination by R&E. The Contractor shall not receive payment for work found by R&E to be unsatisfactory, or performed in violation of federal, state, or local law, ordinance, rule, or regulation. In the event of work found by R&E to be unsatisfactory, R&E shall provide Contractor with written notice describing the work found to be unsatisfactory in any reasonable respect and Twenty-One (21) days to correct the unsatisfactory service performed. Contractor shall work with R&E to correct the unsatisfactory service to R&E's satisfaction within Twenty-One (21) days of said notice. If service is not corrected to the satisfaction of R&E, it shall be considered a material breach and shall be cause for immediate termination by R&E.

18. Force Majeure

Neither Party shall be in default by reason of any failure in performance of the Agreement if such failure arises out of causes beyond their reasonable control and without the fault or negligence of said party ("Force Majeure") including, unforeseeable acts of nature; terrorism or other acts of public enemy; war and epidemics or quarantine restrictions. The Covid-19 Pandemic shall not be a Force Majeure event.

If either Party is delayed at any time in the progress of the work governed by the Agreement by Force Majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practical, of the commencement thereof and shall specify the causes of such delay in the notice. The notice shall be hand-delivered or mailed certified-return receipt and shall make a specific reference to this provision. The delayed party shall

cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by contract modification for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Agreement.

19. Early Termination

R&E 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 R&E upon the commencement of such proceedings or other action.

If the Contractor violates any material terms or conditions of this Agreement, R&E may, without prejudice to any right or remedy, give the Contractor, 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 Contractor fails to cure the deficiency within the Twenty-One (21) day cure period, this Agreement shall terminate upon expiration of the cure period.

If R&E violates any material terms or conditions of this Agreement, Contractor may, without prejudice to any right or remedy, give R&E Twenty-One (21) calendar days written notice of its intent to terminate this Agreement, specifying the asserted breach. If R&E fails to cure the deficiency within the Twenty-One (21) day cure period, this Agreement shall terminate upon expiration of the cure period.

R&E or Contractor may each terminate this Agreement without cause upon giving at least ninety (90) calendar days written notice thereof to the other party. In such event, 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.

20. Contractor Debarment, Suspension, and Responsibility

Federal Regulation 45 CFR 92.35 prohibits R&E from purchasing goods or services with federal money from contractors who have been suspended or debarred by the federal government. Similarly, Minn. Stat. §16C.03, subdivision 2, provides the Commissioner of Administration with the authority to debar and suspend contractors who seek to contract with R&E. Contractors 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.

21. Notices

All notices under this Agreement, and any amendments to this Agreement, shall be in writing and shall be deemed given when delivered by certified mail, return receipt requested, postage prepaid, or when delivered via personal service or when received if sent by overnight courier. All notices shall be directed to the parties at the respective addresses set forth below. If the name and/or address of the representatives change, notice of such change shall be given to the other party in accordance with the provisions of this section.

R&E Contacts:

Michael Reed & David Brummel
Ramsey/Washington Recycling and Energy
100 Red Rock Road
Newport, MN 55055

Contractor Contact:

DRAFT

IN WITNESS WHEREOF the parties have executed this Agreement effective as of the latest date below.

**RAMSEY/WASHINGTON RECYCLING
& ENERGY:**

By: _____

By: _____

Michael Reed, Joint Leadership Team

Title: _____

Date: _____

Date: _____

By: _____

David Brummel, Joint Leadership Team

Date: _____

Approved As To Form:

By: _____

Assistant County Attorney

Date: _____

Exhibit A

R&E agrees to pay to the Contractor according to the following fee schedule, which shows the disposal fees, surcharges and all applicable state and local government taxes and fees:

Landfill Disposal Fees

Waste	Process Residue	Bulky Waste Residue	Excess Waste	Bypass Waste
Tip Fee*				
Surcharge**				
State Fee				
County Fee				
Local Fee				
Total/Ton				

*The cost per ton for disposal. This fee does not include taxes, fees or surcharges from any governmental entity. No markups are permitted on any surcharges, fees, taxes from a governmental entity.

**Surcharge means Contractor's 14.5% Wastewater Management Fee.

***Contractor will provide R&E with written notice of the Local Fee once Contractor and the local government execute a new host agreement. Upon receipt of the notice, the local fee shall be added to the rate table above.

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

R&E BOARD MEETING DATE:		December 15, 2022				AGENDA ITEM:		VI.c	
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 Ramsey County Environmental Health, Washington County Public Health & Environment and Ramsey/Washington Recycling & Energy (R&E) continue to work with consultants and contractors to launch the new food scrap pickup program. Staff are working diligently to execute the elements needed to implement a 2,000-household pilot program in 2023, followed by a phased rollout of the program to over 810,000 residents in Ramsey and Washington counties.

As staff work on all aspects of the food scraps pickup program's launch and rollout, they are also developing a long-term plan for the internal coordination of the program. This work will ensure the successful implementation of the pilot and subsequent phased rollout while also ensuring that the two counties and R&E have a sustainable staffing plan to coordinate the program for the years to come.

The food scraps pickup program is one key part of a larger transformation of organics management infrastructure in the East Metro. The strategic direction of the R&E Board and its predecessor, the Resource Recovery Board, is to capture more value from waste for environmental, economic and community benefits and to reach the state's 75% recycling goal. Food scraps pickup has a critical relationship with other key East Metro organics recycling projects, such as capturing organic-rich materials via the R&E Center's recyclables recovery system, partnering with transfer stations to sort food scrap bags and developing a feedstock agreement with an anaerobic digestion provider.

At this board meeting, staff will provide an update on the development of the food scraps pickup program and the framework of organics management in the next five years.


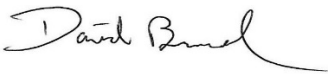
ATTACHMENTS:

None.

FINANCIAL IMPLICATIONS:

None.

SUBJECT: *Food Scraps Pickup Program Update*

AUTHORIZED SIGNATURES	DATE
JOINT LEADERSHIP TEAM	12/1/2022
 	



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

R&E BOARD MEETING DATE:	December 15, 2022	AGENDA ITEM:	VIII.
SUBJECT:	Updates and Reports		
TYPE OF ITEM:	<input checked="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:

a. County Environmental Center Updates

Ramsey and Washington counties are both in the planning phases for building environmental centers. Both counties conducted evaluations of their household hazardous waste (HHW) programs. The recommendations from these evaluations allow the HHW management system to better serve communities by increasing access to services that positively and more equitably contribute to environmental health outcomes for all. Staff from both counties will provide updates on their respective county plans to build new environmental centers that will improve resident access to HHW and other environmental-related services.

b. Facility Updates

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

c. Procurement Report

Staff will provide a written report of new contracts and amendments executed under the authority of R&E's procurement guidelines during the period November 1 through November 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.

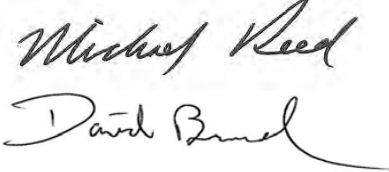
ATTACHMENTS:

1. Procurement Report

FINANCIAL IMPLICATIONS:

None.

SUBJECT: *R&E Updates and Reports*

AUTHORIZED SIGNATURES	DATE
JOINT LEADERSHIP TEAM	12/2/20
	



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), October 1, 2022 through November 30, 2022.

Vendor	Effective Date	Description	NTE/Budgeted Amount	Procurement Type
Impact Group	10/3/22	Joint Activities – Adjusts rates for R&E's provider of IT direction.	Rate Setting	Professional Service
Clean Cut Outdoor Services, LLC	11/1/22	Facility – Provides snow plowing services at the facility.	Rate Setting	SEML
The Mahoney Group	8/22/22	Facility – Strategic risk management services.	\$25,000 per year	Professional Service
MAP Consulting	10/1/22	Facility – Renews contract to provide risk management consultation.	Rate Setting	Professional Service
Cintas	1/1/22	Facility – Provides uniforms for facility staff.	Rate Setting	SEML
Frontier Energy	10/28/22	Facility – Provides a predominant use study on energy usage at the facility.	\$2,500	Professional Service
M&J Transportation Services	1/1/22	Facility – Inbound transportation services.	Rate Setting	Professional Service
Nitti's Contracting and Trucking Services	1/1/22	Facility – Inbound transportation services.	Rate Setting	Professional Service
Premier Waste Services	1/1/22	Facility – Inbound transportation services.	Rate Setting	Professional Service
Allen's Building and Maintenance	1/1/22	Facility – Provides janitorial services at the facility.	Rate Setting	SEML
Midwest Training Associates	1/1/22	Facility – Provides heavy equipment operator training at the facility.	Rate Setting	Professional Service
Waste Delivery Agreements	1/1/22	21 Completed agreements	NA	NA
Solicitation Name	Issue Date	Description	Closing Date	Anticipated Contract Start Date
Food Scrap Bag Sortation RFP	11/7/22	Facility – Providers for food scrap bag sortation services.	1/10/23	First quarter 2023
End Markets for Refuse Derived Fuel RFI	11/21/22	Facility – Processing technologies and end markets for refuse derived fuel.	2/21/23	TBD