



MEETING NOTICE
RAMSEY/WASHINGTON RECYCLING & ENERGY BOARD

Date: Thursday, October 5, 2023

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: 579 906 056# | Call In (audio only): 1-323-792-6297

AGENDA:

- I. Call to Order, Introductions**
- II. Approval of Agenda** Action Page 1
- III. Approval of Minutes – September 7, 2023** Action Page 2
- IV. Consent Agenda** Action Page 7
 - a. Composting Agreement
 - b. World Fuel Services, Inc. Agreement
- V. Governance – No items.**
- VI. Management and Administration – No items.**
- VII. Policy – No items.**
- VIII. Updates and Reports** Information Page 26
 - a. Joint Activities Updates
 - i. Mattress Recycling Program
 - ii. Business Pollution Prevention Program (BP3)
 - iii. Food Scraps Pickup Program
 - b. Planning Update
 - c. Facility Updates
 - d. Procurement Report Page 27
- IX. Other**
 - a. Invitation for Comments from Ex Officio R&E Board Members: Information
 MPCA and City of Newport
- X. Adjourn**

NEXT MEETING: R&E Board | Thursday, October 26, 2023 | 10:00 a.m. – 12:00 p.m. | Ramsey County EH Maplewood



THURSDAY, SEPTEMBER 7, 2023
RAMSEY/WASHINGTON RECYCLING & ENERGY BOARD MINUTES

A meeting of the Ramsey/Washington Recycling & Energy Board (R&E Board) was held at 2:00 p.m. on Thursday, September 7, 2023, at Ramsey County Environmental Health Offices, 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 Karla Bigham, Michelle Clasen, Stan Karwoski, Fran Miron – Washington County
Commissioners Trista Martinson, Mary Jo McGuire, Rafael Ortega, Victoria Reinhardt – Ramsey County

MEMBERS NOT PRESENT

Commissioner Gary Kriesel (alternate) - Washington County
Commissioners Nicole Frethem, Mai Chong Xiong - Ramsey County

EX-OFFICIO MEMBERS ATTENDING REMOTELY

Dave Benke, Minnesota Pollution Control Agency (MPCA)

EX-OFFICIO MEMBERS NOT PRESENT

Tom Ingemann, City of Newport

ATTENDING AT RAMSEY ENVIRONMENTAL HEALTH, MAPLEWOOD

Ahmet Baysal, Leigh Behrens, Sara Bergan, Alisha Black, Dave Brummel, Ben Clark, Bob Craggs, Leslie Duling-McCollam, Rae Eden Frank, Annalee Garletz, Kelli Hall, Sam Hanson, Sam Holl, Kevin Johnson, Bill Keegan, Hannah Keller, Katie Keller, Jennefer Klennert, Nate Klett, Cassie Lefeber, Junalee Ly, Andrea McKennan, Timothy Nolan, Michael Reed, John Ristad, Jody Tharp, Darren Tobolt, Caleb Werth

ATTENDING REMOTELY

Kate Bartelt, Alison Cameron, Tammy Christopherson, Shannon Conk, Max Dalton, Angiulo Damiani, Carissa Dillon, Dan Donkers, Cate Duin, Shannon Eisentrager, Amanda Erickson, Tutu Fatukasi, Sam Ferguson, Jamie Giesen, Tom Gratz, Jessica Hall, Tabatha Hansen, Fatima Janati, Caleb Johnson, Julie Ketchum, Bruce Kimmel, Rob Murray, Jim Redmond, Gabe Reynolds, Ryan Tritz, Jenna Venem, Ami Wazlawik, Jousa Yang

CALL TO ORDER/APPROVAL OF THE AGENDA

Chair Miron called the meeting to order at 2:04 p.m. Introductions of attendees present in Maplewood were made. Commissioner Martinson moved, seconded by Bigham, to approve the agenda as presented. Motion carried 7-0. Ayes: Bigham, Clasen, Martinson, McGuire, Miron, Ortega, Reinhardt; Nays: none.

APPROVAL OF MINUTES

Commissioner Bigham moved, seconded by Clasen, to approve the minutes of July 27, 2023. Motion carried 7-0. Ayes: Bigham, Clasen, Martinson, McGuire, Miron, Ortega, Reinhardt; Nays: none.

MANAGEMENT AND ADMINISTRATION

Feedstock Supply Agreement with Dem-Con HZI BioEnergy, LLC

Sam Holl, R&E Center facility manager, introduced the agreement with Dem-Con HZI BioEnergy, LLC (DC/HZI), reviewing R&E Board principles and the history and timeline of the project, from end markets request for proposal (RFP) phases I & II through DC/HZI negotiations.

Commissioner Karwoski arrived.

Kevin Johnson, Husch Blackwell, reviewed the key terms of the agreement with DC/HZI. The facility will be built at the Dem-Con waste campus in Shakopee, with estimated capital costs of \$100 million. The facility's commencement is anticipated in December 2026, producing renewable natural gas (RNG) and biochar. R&E will supply 50k tons per year, made up of 20k from organic-rich material (ORM) from R&E's recyclable recovery line and the remainder of food scrap bags. Prior to the construction of the anaerobic digestion (AD) facility, R&E will contract directly with Shakopee Mdewakanton Sioux Community (SMSC) to compost food scraps. They are upgrading their capacity by building a larger facility off their tribal land.

The DC/HZI agreement term is 20 years from AD commencement, with two 5-year mutual renewal options. The revenue/cost share arrangement and other key terms of the agreement were reviewed. Key potential risks are essentially the same as in the letter of intent (LOI) memo. Potential benefits include a true public/private partnership, significant additional progress toward meeting county recycling goals, reduction of greenhouse gas emissions and reduced reliance on increasingly scarce landfill capacity in the metro area.

Commissioner Miron inquired about communication with SMSC. Holl anticipates having a composting agreement with the Shakopee tribe ready for board approval in October.

Commissioner Clasen asked how R&E will approach the possibility of not having the correct feedstock needed for the agreement. Holl said communication with counties and households will be key to making sure the feedstock coming to the R&E Center is appropriate for acceptable contamination levels. R&E has two years to gather and adjust feedstock.

Commissioner Ortega asked about a referenced \$15 million in grant funds needed by DC/HZI, inquiring whether it is a minimum needed, the definition of grant funds and whether R&E will be the sole supplier. Johnson confirmed that \$15 million in grant funds is needed and that federal, state and renewable energy funds are primary sources of grant funds. There is potential for legislation at the next Minnesota legislative session, DEED funding and MPCA grants. Private grant money is not likely. R&E and DC/HZI will collaborate to apply for these funds. The AD facility will be a 70k tons/year facility; R&E's agreement is for 50k tons/year. DC/HZI will be able to negotiate feedstock with other suppliers, for example, for wood waste. The agreement includes a most favored nations clause, meaning another similar governmental entity cannot get a better price than R&E.

Commissioner Ortega asked whether R&E can get other feedstock if R&E is not able to meet the 50k tons requirement. Holl stated that R&E is confident that 30k tons of organic material from household waste can be reached. Counties could make changes for commercial organics handling, which could be added to meet the 50k tons needed.

Commissioner McGuire asked how SMSC will be impacted when R&E goes to full biochar and RNG at the AD facility. Holl said R&E is not a primary reason or partner for SMSC's new composting facility; this agreement is an interim partnership.

Commissioner McGuire asked how R&E is doing on the pilot food scraps pickup program in meeting specifications for contamination. Holl said the processing line is in the commissioning phase with approximately 50 hours of processing and system learning. R&E has two years to fine-tune the system.

Commissioner Reinhardt moved, seconded by Martinson, to approve Resolution R&EB-2023-13, Feedstock Supply Agreement with Dem-Con HZI BioEnergy, LLC. The R&E Board:

- Approves the feedstock supply agreement between Dem-Con HZI BioEnergy, LLC.
- Delegates authority to the R&E Board Chair to sign the approved feedstock supply agreement on behalf of the R&E Board.

Hearing no further discussion, Chair Miron requested a voice vote. Motion carried 8-0. Ayes: Bigham, Clasen, Karwoski, Martinson, McGuire, Miron, Ortega, Reinhardt; Nays: none.

Refuse-Derived Fuel (RDF) Management & Site Visit Update

Commissioner Martinson, Chair of the R&E Facility & Finance Committee (F&FC), presented an overview of an Oregon facility visited by commissioners, staff and consultants in August. This demonstration site uses proprietary technology to remove paper fiber from the trash and that fiber is then used to make new paper products. The remaining material is de-watered, recyclables are recovered, and a high-value combustible fuel product is produced. 70% of the incoming volume of waste is reduced in the process. The process is interesting; however, it is noted that the economics of this project are maximized with the fact that it is co-located with a paper mill providing an outlet for the paper fiber and access to the paper mill's wastewater treatment plant capacity.

Sam Holl discussed the next steps in RDF management. R&E staff and consultants continue to engage with Xcel and multiple vendors to evaluate potential future RDF management technologies. Recommendations will be brought to the F&FC and R&E Board at a future meeting.

Commissioner Miron shared that Renee Vought, Deputy Director of Ramsey Finance and former member of the R&E Joint Leadership Team (JLT), is leaving Ramsey County to work with the Minnesota League of Cities. Miron thanked Vought for her extensive work with R&E. Commissioner Reinhardt recounted the R&E efforts that Vought has been involved in, including the recent hiring process for R&E's new accounting manager, and extended her congratulations on Vought's new position.

Commissioner Karwoski left the meeting.

State of Minnesota Waste Delivery Agreement

Michael Reed, Ramsey County Environmental Health and R&E JLT, said the designation waste delivery requirement for haulers is managed through waste delivery agreements as a contract issue rather than a regulatory issue. This has worked well for haulers, R&E and the counties. On the government sector side, different statute and policy requirements apply when dealing with public entities, causing R&E to consider these waste delivery agreements on a case-by-case basis. The State of Minnesota requested modifications to the language, and with the county attorneys' agreement, R&E accommodated the modifications.

Commissioner Martinson moved, seconded by Ortega, to approve Resolution R&EB-2023-14, State of Minnesota Waste Delivery Agreement. The R&E Board:

- Authorizes the JLT or the executive director to approve the modified Waste Delivery Agreement with the State of Minnesota, and future agreements with governmental entities with modifications to reasonably accommodate statutory and policy requirements as determined by R&E attorneys.

Hearing no further discussion, Chair Miron requested a voice vote. Motion carried 7-0. Ayes: Bigam, Clasen, Martinson, McGuire, Miron, Ortega, Reinhardt; Nays: none.

Commissioner Clasen left the meeting.

2024 Tipping Fee Communications

Dave Brummel, Washington County shared that all haulers will be notified in writing by JLT regarding the tip fee increase. Per delivery agreement terms, R&E must provide at least 90 days' written notice to waste haulers on tipping fee increases. A communication tool has been developed that will be shared with haulers for customer communication if they choose.

UPDATES AND REPORTS

Joint Activities (JA) Updates

Food Waste Prevention Update

Leslie Duling McCollam, JA program coordinator, shared that the food waste prevention program is a priority area of Joint Activities work, involving outreach, education and engagement and collaborating across county departments and community organizations. The pandemic further revealed inefficiencies in our food system, with large volumes of food being wasted while food insecurity increased.

Broad support exists for food waste prevention, including through Second Harvest Heartland and The Good Acre's Local Emergency Assistance Farmer Fund (LEAFF) program. Food recovery and gleaning grants have been part of the BizRecycling grant portfolio since 2022. Primary recipients include food shelves, culturally specific grocery stores, community service organizations, colleges and universities. Staff are also working with the University of Minnesota on a food recovery system mapping project.

Since 2020, \$1.2 million in grants have gone to 36 organizations, and over 35 million pounds of food has been recovered. The average cost to R&E for food recovery completed in the counties is three cents per pound. The most-requested items include equipment and materials for transporting food and covering staff time.

The Good Acre's LEAFF program provides fair market purchases of produce from BIPOC farmers who live and work in the Twin Cities metro area, including across Ramsey and Washington counties. The produce is then distributed to food shelves and meal providers. The program also provides training for the farmers on efficient growing practices to reduce waste and scaling their operations for wholesale markets. Another organization highlighted was Today's Harvest, a free fresh food market in Open Cupboard in Oakdale. With the food provided coming primarily from food rescue efforts, the market is modeled after a corner store to make it as easy as possible for people to access fresh food.

Food Scraps Pickup Program Update

Annalee Garletz, R&E Food Scraps Pickup Program supervisor, provided an update on the pilot program. Staff have been working on coordination with haulers, focusing on R&E Center procedures such as scale

house procedures, delivery to correct tipping floors and operations for sorting and processing, evaluating the website user experience and issue resolution and customer service interactions and engagement efforts.

Approximately 11% of the 2,200 households invited participated in the pilot program. There are 2,262 rollout e-newsletter signups, seven promotions from pilot cities, 12 articles published about the program, nearly 30 thousand visits to the program website and 11 thousand social media ad clicks.

Benefits of the pilot include improving the call forwarding process to ensure calls are being answered, identifying what size bags were used and needed, determining website boundary issues for households and haulers, and determining needs for additional types of communications. Two-hundred eleven surveys were completed, and four focus groups convened with 17 program participants and one non-participant. R&E is learning what was liked the most, what can be improved and receiving important feedback from pilot participants.

Communications and outreach strategy focuses on education and providing resources, and includes tactics such as geo-targeted advertising, building connections with partners and learning from the resident experience.

Beginning October 9, 2023, the program will be available to all residents of Cottage Grove, Maplewood, Newport and North St. Paul.

Procurement Report

Jim Redmond presented the report for the period July 1, 2023, through July 31, 2023.

OTHER

Bill Keegan, Dem-Con, expressed appreciation for R&E Board support for the AD project which has been three years in the making. He noted that Dem-Con is excited about the public/private partnership and will work in partnership with R&E for grant funding and permitting.

Invitation for Comments from Ex Officio R&E Board Members

Dave Benke, Minnesota Pollution Control Agency (MPCA), shared that there are areas of work to be done in permitting, and the agency is working on ways to expedite it.

ADJOURN

Chair Miron requested a motion to adjourn. Commissioner Ortega moved, seconded by Martinson, to adjourn the meeting. Motion carried 6-0. Ayes: Biggam, Martinson, McGuire, Miron, Ortega, Reinhardt
Nays: none.

ATTESTED TO:

Approved: _____
October 5, 2023

Approved: _____
October 5, 2023



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

R&E BOARD MEETING DATE:	October 5, 2023	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. Interim Food Scraps Pickup Program Composting Contract
- b. Oil and Lubrication Products Contract

ATTACHMENTS:

- 1. Draft Resolution
- 2. Draft Contract with the Shakopee Mdewakanton Sioux Community
- 3. Draft Contract with World Fuel Services, Inc.

FINANCIAL IMPLICATIONS:

AUTHORIZED SIGNATURES	DATE
JOINT LEADERSHIP TEAM	9/28/23
	
	
RAMSEY COUNTY ATTORNEY	9/25/23
	
WASHINGTON COUNTY ATTORNEY	9/25/23
	



RESOLUTION R&EB-2023-14

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 August 2, 2022 (“Joint Powers Agreement”); and

WHEREAS, The R&E Board adopted Procurement Guidelines on April 21, 2022 (Resolution R&EB–2022-06), which specify the procurement methods for contracts and purchases; and

WHEREAS, The R&E Board approved the 2022-2023 Joint Activities, Facility and Equipment Maintenance & Replacement (“EM&R”) budgets on July 22, 2021, in accordance with Section V.B.8 of the Joint Powers Agreement; and

WHEREAS, The R&E Board has a need to compost bags collected as part of the Food Scraps Pickup Program until an anaerobic digestion facility is online; and

WHEREAS, The Shakopee Mdewakanton Sioux Community (SMSC) was included as the interim composting partner as part of the proposal submitted and negotiated with Dem-Con HZI BioEnergy, LLC for R&E to provide feedstock for their anaerobic digestion facility, and it has been determined that R&E should contract directly with SMSC for those services as part of the broader agreement; and

WHEREAS, SMSC is agreeable to providing interim composting services under the terms and conditions of the negotiated agreement, and R&E staff recommend approval of the negotiated agreement; and

WHEREAS, The R&E Facility needs a variety of highly specialized oils and lubricants to operate machinery at the facility; and

WHEREAS, R&E has contracted with World Fuel Services, Inc. since at least 2018 and the previous contract has expired; and

WHEREAS, R&E obtained quotes and specifications from four suppliers available to provide similar products under the State of Minnesota master contract; and

WHEREAS, R&E Facility staff reviewed the specifications provided from those suppliers and determined that they did not meet the needs of the equipment and machinery in the facility and, from an operations perspective, determined that only World Fuel Services, Inc. can provide these products and services; and

WHEREAS, World Fuel Services, Inc. would like to continue to provide these products and services under the terms and conditions of the negotiated agreement, and R&E staff recommend approval of the negotiated agreement. 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. Authorization for the Joint Leadership Team or the Executive Director to approve an agreement between the R&E Board and the Shakopee Mdewakanton Sioux Community, and

amendments thereto, for a term of October 5, 2023 through October 4, 2026, with the potential for two one-year renewals to total up to a five-year term upon approval as to form by the county attorneys and within the project budget.

2. Authorization for the Joint Leadership Team or the Executive Director to approve an agreement with World Fuel Services, Inc., and amendments thereto, for a term of October 1, 2023 through September 30, 2026, with the possibility of two one-year renewals, upon approval as to form by the county attorneys and within the project budget.

Fran Miron, Board Chair
October 5, 2023

Commissioner Victoria Reinhardt
October 5, 2023

SUBJECT: *Draft Composting Agreement*



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

Ramsey/Washington Recycling & Energy Board

Contract Number: RESRC-1876
Contractor Name: Shakopee Mdewakanton Sioux Community
Vendor ID:
CERT SBE SVN:

Department: Joint Activities

Contract Authority/Resolution: Resolution
Resolution #: R&EB 2023-XX

Good/Service Type: Professional Service

Contract Description: Food Scraps Program Composting Services

Contract Type: rate setting

Funding Notes:

Original Contract Begin Date: October 5, 2023
Contract End Date: October 4, 2026

Comments:

Vendor will accept FSBs collected as part of the Food Scraps Pickup Program on an interim basis until they can be processed through an AD system. Sole Source authority is being used as the contractor is included in the AD agreement and named as a third party as part of that agreement to provide these services.



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

Agreement Between Ramsey/Washington Recycling & Energy Board and Shakopee Mdewakanton Sioux Community

THIS AGREEMENT made and entered into by and between the Ramsey/Washington Recycling & Energy Board, hereinafter referred to as “R&E”, and Shakopee Mdewakanton Sioux Community, a federally recognized, sovereign Indian tribe with its principal place of business at 2330 Sioux Trail NW, Prior Lake, MN 55372 hereinafter referred to as the “Contractor” or “Vendor”.

1. Term

The term of the original Agreement shall be October 5, 2023 through October 4, 2026 with the potential for two one-year renewals to total up to a five year term upon mutual agreement of the parties.

2. Cost/Payment

a) R&E shall pay the Contractor the following rates for the composting of Source Separated Organics (SSO) in Durable Compostable Bags (DCBs):

YEAR	FEE PER TON
2023	\$70
2024	\$70
2025	\$72
2026	\$74.15

Note: The Fee Per Ton shall increase by 3% on January 1 of each Renewal Term year beyond the Initial Term years listed in this Agreement.

- b) Contract renewals and changes to pricing shall be made by written agreement.
- c) Invoices shall show applicable sales tax separately.
- d) Each application for payment shall contain the order/contract number, an itemized list of goods or services furnished, dates of services provided, cost per item or service, and total invoice amount.
- e) No payment will be made until the invoice has been approved by R&E.
- f) R&E shall make payment to the Contractor within thirty (30) days of the date on which the invoice is received. If the invoice is incorrect, defective or otherwise improper, R&E will notify the Contractor within ten (10) days of receiving the incorrect invoice. Upon receiving the corrected invoice, R&E will make payment within thirty (30) days of the corrected invoice.

- g) Payment of interest and disputes regarding payment shall be governed by the provisions of Minnesota Statutes § 471.425.
- h) The Contractor shall email invoices to R&E Center – Supply Chain Coordinator.

3. Scope of Services

Contractor shall receive and compost source-separated organics (SSO) in food scrap bags (FSBs) from R&E's Food Scraps Pickup Program, which may be delivered directly from R&E or by a third party authorized by R&E to manage FSBs. Compost produced by the Contractor must meet all of the following standards:

- MPCA Compost Facilities Rule 7035.2836 (All provisions.) If Compost Facility Vendor is not subject to MPCA rule, the applicable USEPA federal permit/license or state permit/license that requires equivalent standards to the MPCA rule shall apply.
- Produce a Class I compost as defined in MPCA Rule 7035.2836, Subp. 6.A or Minnesota Department of Transportation (MNDOT), Standard Specifications for Construction, 3890 – Compost: Grade 2.
- United States Composting Council's Seal of Testing Assurance (STA) compost manufacturer certification program as specified in the most recent version of the U.S. Composting Council STA Certified Compost Program Rules. The Composting Facility Contractor must remain currently certified and participating in the U.S. Composting Council's STA program throughout the term of the Contract.
- Finished compost products from the R&E food scraps pickup program under this Contract shall not be used for alternative daily landfill cover (ADC).
- The BPI certified compostable food scrap bags shall be included in the composting operation and be fully composted with the other organic material. The compostable bag film must not be disposed of in the operation's residue and/or landfilled.
- Any bag residuals that are in the seconds or overs will be reincorporated back into the composting process.

The Contractor will be required to report monthly metrics showing compliance with these standards and provide access to R&E staff to Vendor's facility for inspection of operations with 1-day notice.

The Contractor has a contamination threshold by volume, determined by visual inspections. If a load exceeds 5% contamination, R&E may choose to have the load depackaged to remove contamination at an additional fee of \$50.00 per ton. Otherwise, the load will be rejected and must be removed from the facility.

Rejected loads are the responsibility of R&E to remove from the facility within 24 hours. A description of contaminants and pictures will be provided with any rejected loads. There is a rejected/reloading fee of \$350 per load.

4. Audits, Reports, Records and Monitoring Procedures

The Contractor will:

- a) Maintain records which reflect all revenues, costs incurred and services provided in the performance of the Agreement.

b) Agree that 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 Vendor which are relevant to the Vendor's performance and determination of the agreed upon discounted payment rate under this Agreement.

5. Standards

a) The Contactor shall comply with all applicable Federal and State Statutes and regulations as well as local ordinances now in effect or hereafter adopted.

b) Failure to meet the requirements of Section a. above may be cause for cancellation of the Agreement effective the date of receipt of the Notice of Cancellation.

6. Data Privacy

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

7. Nondiscrimination

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

8. Indemnity and Insurance

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

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

- i. Commercial general liability of no less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, \$2,000,000 products/completed operations total limit, \$1M personal injury and advertising liability. R&E, its agents, officers, and employees shall be added to the policy as additional insured on a primary and non-contributory basis with respect to the ongoing and completed operations of the proposer providing coverage at least as broad as ISO forms CG 2010 and CG 2037. Waiver of subrogation is required.
- ii. Commercial Automobile Liability coverage with combined single limits of not less than \$1,000,000. R&E Board shall be added to the policy as additional insured on a primary and non-contributory basis. Waiver of subrogation is required.

- iii. Workers' Compensation as required by Minnesota Law. Employer's liability with limits of \$500,000/\$500,000/\$500,000. Waiver of subrogation is required.

Evidence of Insurance shall be provided before this Agreement is effective. R&E shall be given thirty (30) days advance written notice of any changes in coverage. All Certificates of Insurance must indicate that policies may not be non-renewed or cancelled unless 30 days advance written notice is provided to R&E Board.

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

9. Independent Contractor

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

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

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

10. Subcontracting and Assignment

The Vendor shall not enter into any subcontract for performance of any services contemplated under this agreement; nor novate or assign any interest in the agreement without the prior written approval of 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.

11. 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.

12. 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.

13. Performance

All services performed by the Vendor pursuant to this Agreement shall be performed to the satisfaction of R&E, as determined at the sole discretion of its authorized representative, and in accord with all applicable federal, state, and local laws, ordinances, rules and regulations. Services not performed in accordance with the terms and conditions of RFQ and contract shall be considered a material breach and shall be cause for immediate termination by R&E Board. The Vendor 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 Vendor with written notice describing the work found to be unsatisfactory in any reasonable respect and thirty (30) days to correct the unsatisfactory service performed. Vendor shall work with R&E to correct the unsatisfactory service to R&E Board's mutual satisfaction within thirty (30) 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 Board.

14. Contractor Debarment, Suspension, and Responsibility

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

13. 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 the County 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, seven (7) calendar days written notice of its intent to terminate this Agreement, specifying the asserted breach. If the Contractor fails to cure the deficiency within the seven (7) day cure period, this Agreement shall terminate upon expiration of the cure period.

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

14. Interpretation of Agreement; Venue

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

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

15. Warranty

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

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

Shakopee Mdewakanton Sioux Community

By: _____

Title: _____

Date: _____

RAMSEY/WASHINGTON RECYCLING & ENERGY BOARD:

By: _____

Michael Reed, Ramsey County

Date: _____

By: _____

David Brummel, Washington County

Date: _____

Approved As To Form:

By: _____

Assistant County Attorney

Date: _____

Reviewed by:_____

Reviewed by:_____



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

Ramsey/Washington Recycling & Energy Board

Contract Number: RESFA-1875

Contractor Name: World Fuel Services Inc.

Vendor ID:

CERT SBE SVN:

Department: Facility

Contract Authority/Resolution: Resolution

Resolution #: R&EB 2023-XX

Good/Service Type: SEML

Contract Description: Lubricants for the Facility

Contract Type: Sole Source

Not To Exceed Amount: NA

Funding Notes:

Original Contract Begin Date: 10/1/23

Contract End Date: 9/30/26

Comments:

Sole Source agreement for lubricants is justified based on the following reason(s): World Fuel Services has been providing lubricants to the facility since at least 2018. On the expiration of the previous contract, Procurement Staff obtained quotes and specifications for lubricants from four suppliers available under the State of MN master contract list. Facility staff reviewed the quotes and determined that the lubricants may not meet the specifications required by the very specialized and expensive machinery utilizing the lubricants under this contract. In addition, the vendor is able to deliver lubricants on an immediate basis, preventing potential shut-downs due to a shortage at the facility.



Agreement Between Ramsey/Washington Recycling & Energy Board and World Fuel Services, Inc.

THIS AGREEMENT made and entered into by and between the Ramsey/Washington Recycling & Energy Board, hereinafter referred to as the “R&E Board”, and World Fuel Services, Inc., with its principal place of business at 9800 NW 41 ST, Miami, Florida 33178-2980, hereinafter referred to as the “Contractor” or “Vendor”.

1. Term

Notwithstanding the dates of the signatures on this Agreement, the term shall be October 1, 2023 through September 30, 2026 with the possibility of two one-year renewals.

2. Cost/Payment

- a) The cost to the R&E Board for the products and/or services to be provided by the Contractor pursuant to this Agreement are outlined in Attachment A, attached hereto and incorporated by reference. Increases to the rates set forth in Attachment A may be requested by the Contractor once every twelve months beginning October 1, 2024, and must be approved in writing by R&E staff prior to being applied to purchases of products and/or services under this agreement.
- b) Contractor shall provide an itemized invoice upon completion and acceptance of services by the R&E Board.
- c) If applicable, invoices shall show applicable sales tax separately.
- d) No payment will be made until the invoice has been approved by the R&E Board.
- e) The R&E Board shall make payment to the Contractor within thirty (30) days of the date on which the invoice is received. If the invoice is incorrect, defective or otherwise improper, the R&E Board will notify the Contractor within ten (10) days of receiving the incorrect invoice. Upon receiving the corrected invoice, the R&E Board will make payment within thirty (30) days of the corrected invoice.
- f) Payment of interest and disputes regarding payment shall be governed by the provisions of Minnesota Statutes §471.425.
- g) The Contractor shall email invoices to: Invoices@recyclingandenergy.org.
- h) The Contractor shall email invoices to R&E Center Supply Chain Coordinator.

3. Contractor Obligations

Contractor shall provide products and services as outlined in Attachment A.

Work will be performed at 100 Red Rock Rd, Newport, MN 55055. If services are provided at any other location, it shall be deemed an alteration of this Agreement that must be reduced to writing.



The Contractor will make every reasonable effort to maintain a sufficient staff, facilities and equipment to deliver the services. The Contractor shall within 10 days notify the R&E Board in writing whenever it is, or reasonably believes it is going to be, unable to provide the required quality or quantity of services. The foregoing conditions will be subject to the provisions of the Force Majeure Clause of this Agreement.

4. Schedule

The contractor shall provide all goods and services as mutually agreed by both parties upon execution of this Agreement.

5. Audits, Reports, Records and Monitoring Procedures

The Contractor will:

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

6. Standards

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

7. Data Privacy

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

8. Nondiscrimination

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



9. Indemnity and Insurance

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

- b) Insurance - The Vendor does further agree that in order to protect itself, as well as the R&E Board, it will at all times during the term of the Agreement have and keep in force:
 - i. Commercial General Liability with contractual liability of no less than \$1,000,000 per claim, \$2,000,000 general aggregate, \$2,000,000 products/completed operations total limit, \$1,000,000 personal injury and advertising liability. The R&E Board, its agents, officers, and employees shall be listed as an additional insured as it relates to these liabilities. Vendor's insurance must be primary and non-contributory.
 - ii. Automobile Liability in the amount of \$5,000,000 per occurrence combined single limit. The policy shall cover owned, hired and non-owned vehicles. The R&E Board, its officials, employees, and agents shall be added to the policy as an additional insured on a primary and non-contributory basis.
 - iii. Workers' Compensation as required by Minnesota Law. Employer's liability with limits of no less than \$500,000/\$500,000/\$500,000.

Evidence of Insurance shall be provided before this Agreement is effective. The R&E Board shall be given thirty (30) days advance written notice of any changes in coverage and 10 days notice of cancellation for non-payment of premium.

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

10. Independent Contractor

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

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



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

11. Subcontracting and Assignment

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

12. Modifications

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

13. Merger

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

14. Performance

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

15. Contractor Debarment, Suspension, and Responsibility

Federal Regulation 45 CFR 92.35 prohibits the R&E Board from purchasing goods or services with federal money from vendors who have been suspended or debarred by the federal



government. Similarly, Minnesota Statutes, Section 16C.03, subdivision 2, provides the Commissioner of Administration with the authority to debar and suspend vendors who seek to contract with the R&E Board. Vendors may be suspended or debarred when it is determined through a duly authorized hearing process, that they have abused the public trust in a serious manner.

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

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

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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.

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



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

Contract ID RESFA-1875

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

World Fuel Services, Inc.

RAMSEY/WASHINGTON RECYCLING & ENERGY:

By: _____

By: _____

David Brummel, Joint Leadership Team

Date: _____

Date: _____

Title: _____

By: _____

Michael Reed, Joint Leadership Team

Date: _____

Approved As To Form:

By: _____

County Attorney

Date: _____

Reviewed by: _____

Reviewed by: _____

Reviewed by: _____

**WORLD FUEL SERVICES
CUSTOMER PRICING FORM**

Date: 9/12/2023

Requested by (Salesman): Eby, Joel

Customer Name: Recycling and Energy Board

<u>Item Number</u>	<u>Item Description</u>	<u>Category</u>
6243	6243-EDGE WITH TT 5W30 6/1 QT CA	PCMO
15C894	EDGE PROF A5 5W30 6X1 QT JLR UC	PCMO
585221	585221-AMSTAR 10W30 12/1 QT CA	PCMO
15A9A9	15A9A9-CRB MULTI 15W-40 CK-4 55 GA	HDMO
14A3AA	DUAL RANGE HV 32 55G U6 (41559)	HYDRAULIC
EP25	EAGLE PICHER DIATOMACIOUS EARTH FLOOR DRY #25	MISC
105811	MOBILITH SHC 007 103.6# KEG	GREASE
98HU06	98HU06-MOBILITH SHC 007 35 LBS	GREASE
157FBF	PYROPLEX PROTECTION ES 4X10X14 OZ U6 (51113B)	GREASE
58779	58779-PYROPLEX GOLD EP2 DRUM 410	GREASE
15A5D5	Pyroplex Gold 2, 415lb U6	GREASE
15AE9B	TRANS C 30 55G U6 (39309)	TRANS
15E2E0	TRANSYND 668 5G U6 PA (15B482)	TRANS
15B854	SYNGEAR 75W90 410LB (37509)	GEAR OIL
AF3255	PRIME BY PRESTONE CONVENTIONAL GREEN CONCENTRATE D55	AF/C

OTHER Products not listed will be sold at list price minus 20%

Prices to remain in effect for a 12 month period effective 9/30/2023 through 9/30/2024



R&E BOARD MEETING DATE:	October 5, 2023	AGENDA ITEM:	VIII
SUBJECT:	Updates and Reports		
TYPE OF ITEM:	<input checked="" type="checkbox"/> INFORMATION	<input type="checkbox"/> POLICY DISCUSSION	<input type="checkbox"/> ACTION <input type="checkbox"/> CONSENT
SUBMITTED BY:	Joint Leadership Team (JLT)		

R&E BOARD ACTION REQUESTED:

For information only.

EXECUTIVE SUMMARY:

a. Joint Activities Updates

Staff will provide updates on Joint Activities work.

b. Planning Updates

Staff will provide updates on the strategies, progress and next steps to evaluate current and new approaches to managing refuse-derived fuel and process residue generated at the R&E Center.

c. Facility Updates

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

d. 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 of August 1, 2023, through August 31, 2023. Funding for the contracts is available in the approved Joint Activities, Facility and EM&R Budgets, following approval as to form by the Ramsey County or Washington County attorney’s office.

ATTACHMENTS:

1. Procurement Report

FINANCIAL IMPLICATIONS:

None.

AUTHORIZED SIGNATURES	DATE
JOINT LEADERSHIP TEAM  	9/27/23



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

Report of all professional service and supplies, equipment, material and labor (SEML) contracts, amendments and solicitations issued and executed under the authority of Ramsey/Washington Recycling & Energy’s procurement guidelines (Resolution R&EB 2022-06), August 1, 2023, through August 31, 2023.

Vendor	Effective Date	Description	NTE/Budgeted Amount	Procurement Type
EcoConsilium, Inc.	8/1/23	Joint Activities – Technical assistance and consultation for institutional generators of organic waste.	Adds \$30,000 for additional work in 2023	Professional Services
Twin City Garage Door Co.	6/1/23	Facility – Inspection and repair of garage doors.	Rate Setting – budgeted to be under \$5,000 per year	SEML
Bridging, Inc.	6/1/23	Joint Activities – Mattress and home item collection and recycling services.	\$50,000	Professional Services
Magotteaux, Inc.	8/22/23	Facility – Flail mill parts.	Rate Setting	SEML
Baldwin Supply Company	8/8/23	Facility – Specialty parts and supplies for various machinery in use at the facility.	Rate Setting up to \$150,000	SEML