



MEETING NOTICE RAMSEY/WASHINGTON RECYCLING & ENERGY BOARD

Date: Thursday, January 25, 2024

Time: 10 a.m. – 12 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: 335 145 769# | 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 – December 7, 2023** Action Page 2
- IV. Consent Agenda – No items.**
- V. Governance**
 - a. Election of Officers Action Page 7
 - b. Appointments to the Facility & Finance Committee Action Page 8
 - c. Appointment of Alternates to the Partnership on Waste & Energy Governing Board Information Page 9
- VI. Management and Administration**
 - a. Mattress Collection and Recycling Contract Action Page 11
 - b. Food Scrap Bag Sortation Services Vendor Selection Update Information Page 24
- VII. Policy – No items.**
- VIII. Updates and Reports** Information Page 25
 - a. Update on Executive Director Search
 - b. Update on Packaging Waste and Cost Reduction Act
 - c. Joint Activities Update
 - d. Facility Update
 - e. Procurement Report Page 34
- 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, February 29, 2024 | 10 a.m. – 12 p.m. | Ramsey County EH Maplewood



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

A meeting of the Ramsey/Washington Recycling & Energy Board (R&E Board) was held at 9 a.m. on Thursday, December 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 Nicole Frethem, Mai Chong Xiong – Ramsey County

MEMBERS NOT PRESENT

Commissioner Gary Kriesel (alternate) - Washington County
Commissioners Trista Martinson, Rafael Ortega, Victoria Reinhardt, Mary Jo McGuire (alternate) - Ramsey County

EX-OFFICIO MEMBERS PRESENT

Dave Benke, Minnesota Pollution Control Agency (MPCA)

EX-OFFICIO MEMBERS NOT PRESENT

Tom Ingemann, City of Newport

ATTENDING AT RAMSEY ENVIRONMENTAL HEALTH, MAPLEWOOD

Leigh Behrens, Dave Brummel, Ben Clark, Shannon Conk, Melissa Finnegan, Rae Eden Frank, Annalee Garletz, Kelli Hall, Sam Hanson, Sam Holl, Kevin Johnson, Katie Keller, Jennefer Klennert, Nate Klett, Cassie Lefeber, Andrea McKennan, Marcelo Neblett, Matt Phillips, Jim Redmond, Michael Reed, John Ristad, Jody Tharp, Darren Tobolt

ATTENDING REMOTELY

Kate Bartelt, Alisha Black, Alison Cameron, Tammy Christopherson, Max Dalton, Angiulo Damiani, Dan Donkers, Amanda Erickson, Tutu Fatukasi, Sam Ferguson, Jamie Giesen, Jared Graham, Jessica Hall, Filsan Ibrahim, Susan Jamison, Fatima Janati, Caleb Johnson, Hannah Keller, Julie Ketchum, Randy Kiser, Ryan Lundgren, Juna Ly, Ashley Marston, Leslie Duling McCollam, Rob Murray, Joann Nordrum, Jessica Paquin, Gabe Reynolds, Uriel Rosales Tlatenchi, Minette Saulog, Alissa Schmidt, Ryan Tritz, Jenna Venem, Ami Wazlawik, Caleb Werth

CALL TO ORDER/APPROVAL OF AGENDA

Chair Miron called the meeting to order at 9:03 a.m. Introductions of attendees in Maplewood were made. Commissioner Frethem moved, seconded by Clasen, to approve the agenda as presented.

Motion carried. Ayes: Bigham, Clasen, Frethem, Karwoski, Miron. Nays: None.

APPROVAL OF MINUTES

Commissioner Bigham moved, seconded by Frethem, to approve the minutes of October 26, 2023.

Motion carried. Ayes: Bigham, Clasen, Frethem, Karwoski, Miron. Nays: None.

GOVERNANCE

2024 R&E Board and Committee Meeting Schedule

Commissioner Karwoski moved, seconded by Frethem, to approve Resolution R&EB-2023-16, 2024 R&E Board and Committee Meeting Schedule. The R&E Board:

- Approves the 2024 R&E Board and Committee meeting calendar.
- 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.

Motion carried. Ayes: Bigham, Clasen, Frethem, Karwoski, Miron. Nays: None.

MANAGEMENT AND ADMINISTRATION

Xcel Energy Letter of Intent for RDF Supply Agreement

Sam Holl, R&E Center facility manager, said the current refuse-derived fuel (RDF) supply agreement with Xcel Energy (Xcel) ends in 2027. The Letter of Intent (LOI) allows Xcel an opportunity to negotiate an agreement for 2028 and beyond. It does not specify rates and details. If an agreement is unable to be made, the only option for RDF will be landfilling.

Kevin Johnson, Husch Blackwell, added that, should this contract expire in 2027 without extension, the Red Wing and Wilmarth Xcel facilities will close.

Commissioner Bigham moved, seconded by Frethem, to approve Resolution R&EB-2023-17, Xcel Energy Letter of Intent for RDF Supply Agreement. The R&E Board:

- Approves the non-binding Letter of Intent between Xcel Energy and R&E.
- Delegates authority to the R&E Board Chair to sign the approved Letter of Intent on behalf of the R&E Board.

Commissioner Miron said R&E continues to explore alternatives to combustion. This LOI keeps options open for ongoing RDF management as an interim solution allowing a bridge to the future to identify and secure new technologies under contract.

Commissioner Karwoski noted that Sherburne and Watonwan counties are utilizing ash for road building and inquired about the feasibility of Ramsey and Washington counties to adopt a similar approach.

Michael Reed, Ramsey County and R&E Joint Leadership Team (JLT), said fly ash use is covered under the MPCA standard beneficial use determinations. Using ash in road base materials has been successful in other states and Europe.

Dave Benke, MPCA, said there are two kinds of ash: fly ash and bottom ash. There are potential opportunities to incorporate ash into road building materials. However, a cost analysis needs to be done to evaluate its feasibility and viability of its use.

Motion carried. Ayes: Bigham, Clasen, Frethem, Karwoski, Miron. Nays: None.

UPDATES AND REPORTS

Partnership on Waste and Energy (PWE) Update

Commissioner Bigham presented an update from the PWE Board meeting held on November 30, 2024. There was robust discussion regarding a Legislative Coordinating Commission (LCC) on solid waste the

Partnership would like to see reconstituted. The PWE platform was also amended to reflect solid waste, energy, and climate as key perspectives.

Reed shared that the PWE platform as prepared does support the re-establishment of the commission. However, the highest priorities for this legislative session are additional SCORE funding and Extended Producer Responsibility (EPR) legislation.

Benke stated that the former LCC was valuable and brought expertise among legislators that does not always exist now. He expressed support for the re-establishment of this commission.

Joint Activities (JA) Updates

Sam Hanson, R&E Joint Activities manager, shared that the R&E Center and R&E in general, have garnered considerable media attention recently, mainly due to the food scraps pickup program and incidents of infectious waste arriving at the facility. Staff will continue to keep commissioners informed when media coverage is anticipated. Staff will present JA updates to the board throughout the year.

Commissioner Miron said JLT did a fantastic job managing the media coverage, which was positive for the R&E Center. Reed commented that Sam Holl, R&E Center facility manager, has taken the lead with haulers and the MPCA to identify the origin of infectious waste. The amount has decreased, though one load was recently received.

Tours and Education

Shannon Conk, R&E program coordinator, shared information about R&E Center tours and ongoing education efforts. Tour goals include enhancing participants' understanding of R&E's place in the larger waste management system and what role residents play in waste management. Several learning tools have been developed to enhance the tour experience, including interactive elements, presentations, videos, and opportunities to observe various facility operations.

In 2023, tours resumed following the COVID-19 pandemic. Tours are tailored to individual groups depending on the audience and interests, highlighting and promoting JA programs. Staff tracks tour demographics and feedback, including group characteristics and visitor experience, to identify areas for continuous improvement. In 2023, 97 groups representing 817 individuals toured the facility.

Staff continue to promote tours, prioritizing K-12 groups. A suite of educational lessons for third-sixth graders and lesson plans for K-12 students are in development. In 2024, the tour space at the facility will be expanded and, in addition to the existing tours, a guided virtual tour is under development.

Commissioner Miron asked that commissioners receive a monthly list of tour groups so they know the constituent groups who have toured and who they can encourage to take tours.

Commissioner Clasen noted that Ramsey County has a Recycling Ambassador program and inquired whether it will be developed for Washington County. Sam Hanson said staff have seen interest in developing that program in Washington County and will follow up in 2024.

Commissioner Karwoski asked whether there is a threshold of impact on staff time giving tours and providing education. Conk said her position absorbs the time and effort to provide tours that are impactful for the community. Sam Hanson added that tours and education are the best return on investment for the program and community.

Commissioner Clasen left at 9:55 a.m. John Ristad, Washington County Attorney, shared a point of order that quorum had been lost and that the meeting would continue with information and discussion but no business.

Commissioner Xiong arrived at 10 a.m. Ristad noted that quorum was re-established.

Food Scraps Pickup Program Communications Update

Annalee Garletz, R&E Food Scraps Pickup Program supervisor, provided updated information on media campaign efforts for the program. Staff continue planning for the next phases of rollout. Garletz shared rollout strategy components, ongoing promotions and projects, participant communications strategy and participant resources and communications tactics.

Current resident sign-ups are just over 7%, which exceeds initial expectations for this stage. The goal is 10% participation in one year. Next spring, the program is anticipated to expand to the cities of Grey Cloud Island, Landfall, Oakdale, St. Paul Park and Woodbury, all of which are direct-haul communities.

Commissioner Miron noted that no Ramsey County communities are included in the next stage of rollout and asked about the rationale. Garletz indicated that no other Ramsey County communities direct haul to the R&E Center. Transfer station agreements are needed to be able to bring them into the program. Michel Reed added that the City of Saint Paul asked that the program be rolled out to them at the end of the last rollout period, allowing the city time to deal with their city-wide organized collection agreements for solid waste and recycling.

Commissioner Karwoski said residents are contacting Oakdale City Hall thinking it is the avenue for program information. He inquired about planned communication strategies with cities. Garletz said elected officials will be receiving information and staff will keep him informed on communication and contact with the City of Oakdale.

Commissioner Xiong requested more information on the timeline for Saint Paul and inquired whether there is a correlation between the 7% sign-up rate and the number of food scrap bags delivered to the R&E Center. Garletz said the numbers of bags coming in from participating households are not yet available. Regarding food scrap bags, Xiong asked if they are available at county food scraps drop-off sites, to which Garletz explained that the bags at drop-off sites are standard compostable bags, not specially designed food scraps bags utilized by the Food Scraps Pickup Program.

Reed shared that R&E is in active negotiations with transfer stations for sortation. Contracts will be brought forward in early 2024, followed by permitting, design and build phases.

Commissioner Miron suggested scheduling tours for program participants to strengthen their buy-in.

Facility Updates

Sam Holl shared updates on the ongoing commissioning of processing enhancements at the R&E Center. The facility is now receiving food scrap bags daily, and the robotic systems are operational. The performance of the robots will be evaluated by the equipment provider in mid-December. R&E delivered two shipments, approximately 600 pounds each, to the composting facility, with feedback indicating low contamination rates. Foth is tracking the number of bags, the weight, and other attributes. Equipment acceptance testing will be completed in 2-4 weeks.

An RDF request for information (RFI) issued earlier this year is currently in the response assessment phase, with a plan for board action in early 2024. Transfer station sortation proposals are in the evaluation assessment phase, with a plan to bring agreements to the board in January 2024.

Procurement Report

Jim Redmond, R&E contract manager, presented the report for the period October 1, 2023, through October 30, 2023.

OTHER

Invitation for Comments from Ex Officio R&E Board Members

Dave Benke said he looks forward to offline conversations regarding Food Scraps Pickup Program communications efforts. The MPCA is reviewing comments received on the Metropolitan Solid Waste Management Policy Plan and should be finalizing the Policy Plan in early 2024. Counties will then complete their respective plans. The MPCA is currently hiring staff for numerous positions.

ADJOURN

Commissioner Frethem moved, seconded by Xiong, to adjourn. Motion carried. Ayes: Bigham, Frethem, Karwoski, Miron, Xiong. Nays: None. The meeting adjourned at 10:52 a.m.

ATTESTED TO:

Approved: _____
January 25, 2024

Approved: _____
January 25, 2024



R&E BOARD MEETING DATE:	January 25, 2024				AGENDA ITEM:	V.a	
SUBJECT:	Election of Officers						
TYPE OF ITEM:	<input type="checkbox"/> Information	<input type="checkbox"/> Policy Discussioin	<input checked="" type="checkbox"/> Action	<input type="checkbox"/> Consent			
SUBMITTED BY:	Joint Leadership Team (JLT)						

R&E BOARD ACTION REQUESTED:

Nominate and elect the Ramsey/Washington Recycling & Energy Board Secretary/Treasurer for the term 2024-2025.

EXECUTIVE SUMMARY:

The Bylaws of the Ramsey/Washington Recycling & Energy Board (R&E Board) state that there are three officers for the R&E Board: Chair, Vice Chair and Secretary/Treasurer.

The Bylaws specify that terms for the offices of Chair and Vice Chair are on a biennial basis beginning in 2017, with Ramsey County assuming the Chair, and Washington County the Vice chair. For the 2023-2024 term, the Chair is Washington County Commissioner Fran Miron, and the Vice Chair is Ramsey County Commissioner Victoria Reinhardt.

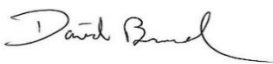



The office of Secretary/Treasurer was held in 2023 by Ramsey County Commissioner Trista Martinson. She was elected to that office to complete the second year of a two-year term previously held by Washington County Commissioner Wayne Johnson. The Secretary/Treasurer also serves as the Chair of the Facility & Finance Committee.

ATTACHMENTS:

None.

FINANCIAL IMPLICATIONS:

None.

AUTHORIZED SIGNATURES		DATE
JOINT LEADERSHIP TEAM		1/15/24
		
RAMSEY COUNTY ATTORNEY		1/16/24
WASHINGTON COUNTY ATTORNEY		1/16/24



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

R&E BOARD MEETING DATE:		January 25, 2024				AGENDA ITEM:		V.b	
SUBJECT:		Appointments to the Facility & Finance Committee							
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:

Ratify appointments by the Chair to the Facility & Finance Committee.

EXECUTIVE SUMMARY:

The Bylaws of the R&E Board provide for two standing committees, one of which has annual appointments: the Facility & Finance Committee.

The Facility & Finance Committee consists of the elected Secretary/Treasurer and two additional board members. The total makeup of the committee includes one commissioner from Washington County and two commissioners from Ramsey County. Members of the Facility & Finance Committee are appointed by the Chair each year and are ratified by majority vote of the R&E Board.





Article II, Section 3(a)(2) of the Bylaws states the Chair appoints members to the Facility & Finance Committee, and the Board ratifies these appointments at its January meeting. Following the appointments, the R&E Board will be asked to ratify the appointments by majority vote.

ATTACHMENTS:

None.

FINANCIAL IMPLICATIONS:

None.

AUTHORIZED SIGNATURES	DATE
JOINT LEADERSHIP TEAM  	1/15/24
RAMSEY COUNTY ATTORNEY 	1/16/24
WASHINGTON COUNTY ATTORNEY 	1/16/24



R&E BOARD MEETING DATE:	January 25, 2024			AGENDA ITEM:	V.c		
SUBJECT:	Appointment of Alternates to the Partnership on Waste and Energy Governing Board						
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:

None.

EXECUTIVE SUMMARY:

The Amended and Restated Joint Powers Agreement of the Partnership on Waste and Energy (Partnership) between the Ramsey/Washington Recycling & Energy Board and Hennepin County, dated March 27, 2018, states the Governing Board shall include the Chair and Vice Chair of the Ramsey/Washington Recycling & Energy (R&E) Board and a commissioner appointed by Hennepin County, resulting in a representative commissioner from each of Ramsey, Washington and Hennepin counties. Partnership Governing Board members serve two-year terms.

The 2024 Ramsey/Washington Recycling & Energy Board Chair is Washington County Commissioner Fran Miron. The Vice Chair is Ramsey County Commissioner Victoria Reinhardt. Commissioners Miron and Reinhardt will serve on the Partnership Board for 2024-2025.

Since leadership of the Partnership for Chair and Vice Chair rotates annually by county name in alphabetical order, the 2024 Partnership Chair will be Ramsey County Commissioner Victoria Reinhardt. The Partnership Vice Chair will be Washington County Commissioner Fran Miron.

At its organizational meeting on January 2, 2024, the Hennepin County Board appointed Commissioner Debbie Goettel to the Partnership Governing Board for 2024-2025, and appointed Commissioner Jeff Lunde as the alternate representative to complete the second year of the 2023-2024 term previously held by Commissioner LaTondresse.

Ramsey County Commissioner Trista Martinson and Washington County Commissioner Karla Bigham are alternate representatives for R&E for the 2023-2024 term.

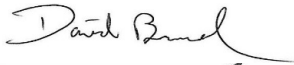



ATTACHMENTS:

None.

FINANCIAL IMPLICATIONS:

None.

SUBJECT: *Appointment of Alternates to the Partnership on Waste and Energy Governing Board*

AUTHORIZED SIGNATURES	DATE
JOINT LEADERSHIP TEAM  	1/15/24
RAMSEY COUNTY ATTORNEY 	1/16/24
WASHINGTON COUNTY ATTORNEY 	1/16/24



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

R&E BOARD MEETING DATE:		January 25, 2024				AGENDA ITEM:		VI.a	
SUBJECT:		Mattress Collection and Recycling Contract							
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 Agreement with Emerge Enterprises, Inc., dba Second Chance Coalition.
2. Authorize the Joint Leadership Team to approve an agreement with Emerge Enterprises, Inc., dba Second Chance Coalition, and amendments thereto, for a term of March 1, 2024, through February 28, 2025, with the possibility of renewal terms up to a full term of five years, upon approval as to form by the county attorneys and within the project budget.

EXECUTIVE SUMMARY:

R&E began partnering with Emerge Enterprises, Inc., dba Second Chance Coalition (Second Chance), to provide mattress collection and recycling in Ramsey and Washington counties starting in 2021. Second Chance is a local non-profit that provides employment and supportive services to individuals facing barriers to employment. As part of their work, Second Chance is able to recycle over 90% of materials from mattresses and box springs, helping to prevent large quantities of waste that would typically go to landfill and alleviate challenges that bulky items present at the R&E Center. In contrast, when using the mattress shredder at R&E, only the metal from mattresses can be captured and recycled.

Through this partnership, Second Chance has provided low-cost mattress and box spring recycling to cities throughout both Ramsey and Washington counties through community drop-off events, curbside recycling for residents, and the collection of mattresses dumped on municipal properties. Multi-unit buildings have received no cost or low-cost mattress recycling as part of these programs as well. Since 2021, Second Chance has recycled nearly 9,000 mattresses from these pilot programs, preventing over 450,000 pounds (230 tons) of waste from entering the waste stream. R&E receives 14,000 mattresses for disposal in a typical year.

When working with Second Chance previously, R&E used a master contract available through Ramsey County. In 2023, R&E engaged Second Chance for more substantial and programmatic mattress collection and recycling services. Based on the success of the programming last year, R&E staff recommend continuing with the programming in 2024 and potentially beyond, which requires a commitment requiring Board approval. Single Source authority is justified for this contract based on the Contractor's unique approach, which is to work towards overcoming social, economic and racial disparities through providing transitional employment opportunities to people with barriers to employment, primarily those returning from incarceration, as well as mental health support, Job Club, financial wellness classes, and trauma recovery assistance for those individuals.

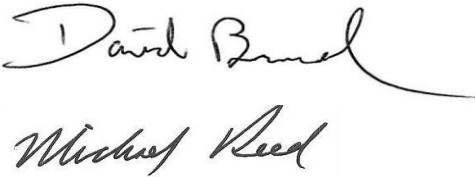


SUBJECT: *Mattress Collection and Recycling Contract*

ATTACHMENTS:

1. Draft Resolution
2. Draft Contract

FINANCIAL IMPLICATIONS:

The contract has a maximum not to exceed of \$175,000 for the initial contract term and funds are included in the Joint Activities Budget.

AUTHORIZED SIGNATURES	DATE
JOINT LEADERSHIP TEAM	1/18/24
	
RAMSEY COUNTY ATTORNEY	1/18/24
	
WASHINGTON COUNTY ATTORNEY	1/18/24
	



RESOLUTION R&EB-2024-01

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 July 18, 2023 (“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 2024-2025 Joint Activities, Facility and Equipment Maintenance & Replacement (“EM&R”) budgets on July 27, 2023, in accordance with Section V.B.8 of the Joint Powers Agreement; and

WHEREAS, The R&E Board has a need for mattress collection and recycling services; and

WHEREAS, The R&E Board has been partnering with Emerge Enterprises, Inc., dba Second Chance Coalition, since 2021 to provide mattress collection and recycling throughout Ramsey and Washington Counties through community drop-off events, curbside recycling for residents and multi-unit collections, and the retrieval of mattresses dumped on municipal properties; and

WHEREAS, Emerge Enterprises, Inc., dba Second Chance Coalition, provides an innovative approach to providing services in that they work towards overcoming social, economic and racial disparities through providing transitional employment opportunities to people with barriers to employment, primarily those returning from incarceration; and

WHEREAS, The R&E Board would like to continue to partner with Emerge Enterprises, Inc., dba Second Chance Coalition, through 2024, and potentially for on a longer-term basis. NOW, THEREFORE, BE IT

RESOLVED, The R&E Board hereby approves the Agreement with Emerge Enterprises, Inc., dba Second Chance Coalition. BE IT FURTHER

RESOLVED, The R&E Board authorizes the Joint Leadership Team to approve an agreement with Emerge Enterprises, Inc., dba Second Chance Coalition, and amendments thereto, for a term of March 1, 2024 through February 28, 2025, with the possibility of renewal terms up to a full term of five years, upon approval as to form by the county attorneys and within the project budget.

Fran Miron, Board Chair
January 25, 2024

Attest
January 25, 2024



Ramsey/Washington Recycling & Energy Board

Contract Number: RESRC001918

Contractor Name: Emerge Enterprises, Inc dba Second Chance Coalition

Vendor ID:

CERT SBE SVN:

Department: Joint Activities

Contract Authority/Resolution: Resolution

Resolution #: R&EB 2024-XX

Good/Service Type: SEML

Contract Description: Mattress Collection and Recycling

Contract Type: as requested/rate setting

Not To Exceed Amount: \$175,000

Funding Notes:

Original Contract Begin Date: March 1, 2024

Original Contract End Date: February 28, 2025

Comments:

Contractor will provide pickup and recycling of mattresses, both at specific locations and community collection events. Single source authority is justified because the contractor offers a unique or innovative idea, method or approach. This includes overcoming social, economic and racial disparities through providing transitional employment opportunities to people with barriers to employment, primarily those returning from incarceration, as well as mental health support, Job Club, financial wellness classes, and trauma recovery assistance.



Agreement Between Ramsey/Washington Recycling & Energy Board and Emerge Enterprises, Inc, DBA Second Chance Recycling

THIS AGREEMENT made and entered into by and between the Ramsey/Washington Recycling & Energy Board, hereinafter referred to as "R&E", and Emerge Enterprises, Inc, DBA Second Chance Recycling, with its principal place of business at 1179 15th Avenue SE, Minneapolis, Minnesota 55414, hereinafter referred to as the "Contractor" or "Vendor".

1. Term

The term of the Agreement shall be from March 1, 2024 through February 28, 2025 with the option to renew the agreement for a full potential term of five years as agreed upon by both parties.

2. Cost/Payment

- a) R&E shall pay the Contractor for services performed according to the rates outlined in Attachment A, attached hereto and incorporated by reference, with the maximum not to exceed of \$175,000.
- b) The Contractor will provide the R&E a clear documentation of work completed.
- c) Contractor will invoice upon the completion of services indicated by initial report delivery. Invoices shall show applicable sales tax separately, if applicable. Invoice 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.
- d) No payment will be made until the invoice has been approved by R&E.
- e) 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.
- 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 in PDF form to Leslie.McCollam@recyclingandenergy.org.

3. Scope of Services

The Contractor will provide consulting services to R&E according to the workplan outlined in Attachment A, attached hereto and incorporated by reference.

4. Audits, Reports, Records and Monitoring Procedures

The Contractor shall:

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

b) Agree that R&E, the State Auditor or legislative authority, or any of their duly authorized representatives at any time during normal business hours, and as often as they may deem reasonable and necessary for a minimum of six years from the end of this contract pursuant to Minn. Stat. § 16C.05, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, and accounting procedures and practices of the 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. Possession of Firearms on R&E Premises

Unless specifically required by the terms of this contract, no provider of services pursuant to this contract, including but not limited to employees, agents or subcontractors of the (Vendor or Contractor, depending upon which term is used) 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 this contract.

9. 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. Professional liability of no less than \$1,000,000 per claim and \$3,000,000 aggregate limit.
- iii. If the Contractor is driving on behalf of R&E as part of the Contractor's services under the Agreement, 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.
- iv. 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.

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 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.

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 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.

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 R&E 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. Conflict of Interest

Proposer shall at all times observe and comply with all Federal, State and local laws, ordinances and regulations including all amendments and revisions thereto, which in any manner affect Proposer or the services and/or items to be provided, specifically and not limited to any laws relating to conflicts of interest. Failure to comply with any applicable laws, including the provisions of the Act, may result in: i) the forfeiture by Proposer of all benefits of the Contract; ii) the retainage by R&E of all services performed by Proposer and iii) the recovery by R&E of all consideration, or the value of all consideration, paid to Proposer pursuant to any awarded contract.

15. 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. 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.

16. 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.

17. 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, 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.

18. 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.

19. Force Majeure

Neither Party shall be in default by reason of any failure in performance of the contract if such failure arises out of causes beyond their reasonable control and without the fault or negligence of said Party including, unforeseeable acts of nature; terrorism or other acts of public enemy; war and epidemics or quarantine restrictions.

If either Party is delayed at any time in the progress of the work governed by the contract 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 contract.

20. Policy Compliance

The Proposer shall, as a condition of being awarded this Agreement, to require each of its agents, officers and employees to abide by R&E's policies prohibiting sexual harassment, firearms and smoking, as well as all other reasonable work rules, safety rules or policies regulating the conduct of persons on R&E property at all times while performing duties pursuant to this Agreement. The Proposer agrees and understands that a violation of any of these policies or rules constitutes a breach of the Agreement and sufficient grounds for immediate termination of the Agreement by R&E.

21. Clean Up

If applicable, the Contractor shall at all times keep R&E premises free from accumulation of waste materials or rubbish caused by its operations.

22. Protection of Persons and Property

The Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to, R&E employees and other persons who may be affected; the Contractor's work and materials and equipment which are under the care, custody and control of the Contractor or any of the Contractor's subcontractors; and other property at the project site or adjacent thereto.

23. Title Risk of Loss

Title to goods and/or all associated documentation shall pass to R&E upon payment by R&E for goods and/or associated documentation; or for construction projects, upon incorporation of the goods into the Project.

R&E shall be relieved from all risks of loss or damage to goods, and/or all documentation prior to the time title passes to R&E as described above. The Contractor shall not be responsible for loss or damage to goods and/or documentation occasioned by negligence of R&E or its employees.

24. Ownership of Work Product

The Contractor agrees that all right, title, and interest in all material that Contractor shall conceive or originate, either individually or jointly with others, and which arises out of the performance of this Agreement, are the property of R&E and are by this Agreement assigned to R&E along with ownership of any and all copyrights in the material.

Where applicable, works of authorship created by Contractor for R&E in performance of this Agreement shall be considered "works made for hire" as defined in the U.S. Copyright Act. Contractor shall, upon the request of R&E, execute all papers and perform all other acts necessary to assist R&E to obtain and register copyrights on such material.

The Contractor warrants that any materials or products provided or produced by it in the performance of this Agreement will not infringe upon or violate any patent, copyright, trade secret, or any other proprietary right of any third party. Contractor will defend, indemnify, and hold R&E harmless from any such third party claims.

25. 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.

**Emerge Enterprises, Inc,
DBA Second Chance Recycling**

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: _____



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

RESRC-1918 Attachment A

Contract dates: March 1, 2024 – February 28, 2025

Contract budget: NTE \$175,000

Second Chance Recycling agrees to provide the following services:

- Collection of mattresses and box springs from locations in Ramsey and Washington counties for recycling at their facility or, when feasible, reuse by other organizations
 - o Collection includes providing staff (labor) and transportation to the EMERGE/Second Chance facility
- Coordination of, and communication about, mattress collection with staff from cities, multi-unit buildings, and other entities as mutually agreed upon by R&E and Second Chance
- Participation in pilot programs conducted by R&E, including, but not limited to:
 - o City cleanup events
 - o Residential curbside collection from cities
 - o Removal of dumped mattresses upon request of city staff
 - o Collection from multi-unit buildings

Rates for services provided:

Event Costs: We have broken down the cost of an event into three components: Labor, Transportation and Recycling Fee. By doing it this way it provides flexibility for the event holder with regards to staffing and transportation*.

City Cleanup events

Labor

Time	1 truck	2 trucks
½ day (0-4 hours)	\$100	\$200
Full day (>4 hours)	\$200	\$400

Transportation

# of pieces	0-5 miles	6-10 miles	11-15 miles	16+ miles
0-50	\$50	\$65	\$75	\$100
51-100	\$100	\$125	\$150	\$200
101-150	\$150	\$175	\$225	\$300
>150	\$1/piece	\$1.25/piece	\$1.50/piece	\$2.00/piece

Recycling Fee

Mattress/Box spring	\$27/piece
Crib mattress	\$15/piece

*For Example: a city event may choose to simply provide a roll-off container for residents to deposit mattresses and then deliver the roll-off to Second Chance. This avoids labor and allows flexibility in the delivery method (city staff or contracted)



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

RESRC-1918 Attachment A

Collection from multi-unit buildings

Mattresses and box springs will be collected at a flat rate of \$27 per piece, plus a \$10 fee per stop.

Curbside collection:

Mattresses and box springs will be collected at a flat rate of \$27 per piece.

Billing: Second Chance bills R&E or the event sponsor following the event along with details supporting the cost.



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

R&E BOARD MEETING DATE:	January 25, 2024	AGENDA ITEM:	VI.b
SUBJECT:	Food Scrap Bag Sortation Services Vendor Selection 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 will provide an update on vendor selection for sortation services to support the Food Scrap Pickup program.

ATTACHMENTS:

None.

FINANCIAL IMPLICATIONS:

None.

AUTHORIZED SIGNATURES		DATE
JOINT LEADERSHIP TEAM		1/18/24
		1/16/24



R&E BOARD MEETING DATE:		January 25, 2024				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. **Update on Executive Director Search**
The R&E Bylaws were amended in July 2023 and the R&E Joint Powers Agreement was amended in August of 2023 to change the leadership structure from the current Joint Leaders Team (JLT) model to a new structure with an Executive Director and Deputy Director. R&E Board leadership has initiated the process to hire an Executive Director and an update will be provided on the status of that process.
- b. **Update on Packaging Waste and Cost Reduction Act**
Since 2021, the Partnership on Waste and Energy has led work to develop a legislative proposal establishing extended producer responsibility for packaging and paper products, customized to Minnesota's waste and recycling system. A coalition-building effort included stakeholder engagement and an initial facilitation process completed with the Product Stewardship Institute. This has culminated in the Packaging Waste and Cost Reduction Act, anticipated to be introduced in the 2024 Minnesota Legislative Session. This Act would create incentives and move Minnesota forward in reducing packaging and single-use plastic waste, increasing recycling and making it more effective, and lowering taxpayer costs for managing waste. Staff from the Partnership will provide a progress update on this effort to the board, including an overview of the proposed legislation. A summary of the Packaging Waste and Cost Reduction Act is included to provide information on this policy proposal's framework.
- c. **Joint Activities Update**
Staff will provide updates on Joint Activities work.
- d. **Facility Update**
Staff will provide updates on R&E Center projects and operations.
- e. **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 November 1, 2023, through December 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.


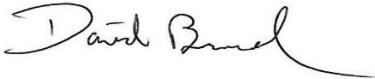
SUBJECT: *Updates and Reports*

ATTACHMENTS:

1. Section by Section Summary of Packaging Waste and Cost Reduction Act
2. 2023 R&E Center Tours Summary
3. Procurement Report

FINANCIAL IMPLICATIONS:

None.

AUTHORIZED SIGNATURES	DATE
JOINT LEADERSHIP TEAM	1/18/24
	
	1/16/24

Section-by-Section Summary of The Packaging Waste and Cost Reduction Act

The Packaging Waste and Cost Reduction Act

Section 1. [115A.144] SHORT TITLE.

Sec. 2. [115A.1441] DEFINITIONS.

Sec. 3. [115A.1442] ESTABLISHMENT OF PROGRAM.

Sec. 4. [115A.1443] REGISTRATION OF PRODUCER RESPONSIBILITY ORGANIZATIONS.

By January 1, 2025, and annually thereafter, a producer responsibility organization (PRO) must register with the commissioner of the Minnesota Pollution Control Agency (commissioner). There must be only one PRO for the first plan. A coordinating body is established in the event one or more producers elect to act independently or if there are multiple PROs.

Sec. 5. [115A.1444] ESTABLISHMENT OF PRODUCER RESPONSIBILITY ADVISORY BOARD.

The Producer Responsibility Advisory Board (advisory board) is established advise the commissioner and PROs regarding the implementation this act. Members are appointed by the commissioner and must include a trade association of manufacturers of covered materials, representatives from the waste management industry, retailers, nonprofit environmental organizations and a community-based nonprofit environmental justice organization, a compost site, reuse organizations, and local government agencies. Terms are limited and members are compensated for their time.

Sec. 6. [115A.1445] COMMISSIONER RESPONSIBILITIES.

The commissioner must appoint the initial membership of the advisory board by January 1, 2025, provide administrative and operating support to the advisory board. The commissioner must complete an initial needs assessment by December 31, 2026, and update the needs assessment every five years thereafter. The commissioner must review and approve stewardship plans and amendments to stewardship plans. The commissioner must provide a list of covered materials that are deemed recyclable or compostable to all PROs by March 1, 2027, and at least every three years. The commissioner is responsible to require and select independent auditors to perform annual audits of each PRO and facilitate a dispute resolution process for disputes related to reimbursements.

Sec. 7. [115A.1446] PRODUCER RESPONSIBILITY ADVISORY BOARD RESPONSIBILITIES.

The advisory board must convene its initial meeting by March 1, 2025. They must consult with the commissioner regarding the scope of the needs assessment and to provide written comments on needs assessments, advise on the development of stewardship plans and amendments to stewardship plan, and submit comments to PRO and to the commissioner on any matter relevant to the administration of this act, including any rulemaking.

As part of both commissioner and PRO duties, all written comments by the advisory board must receive a written response.

Sec. 8. [115A.1447] PRODUCER RESPONSIBILITY ORGANIZATION RESPONSIBILITIES.

A PRO submit a stewardship plan to the commissioner by March 1, 2028, and every five years thereafter and implement plans approved by the commissioner. The PRO must collect producer fees, submit annual reports, ensure that producers operating under a stewardship plan comply. The PRO can expel a producer in the event they refuse to comply. The PRO must provide producers with information regarding state and federal laws that prohibit the presence of toxic substances in covered materials. They are responsible to assist service providers in identifying and using responsible markets.

The PRO must ensure statewide coverage of and access to the program operated under this act, including access to collection services for covered materials on the recyclable materials list at no cost to all single-family residences, multifamily residences, and political subdivisions arranging for collection of recyclable materials from public places. Additionally the PRO must reimburse service providers like materials recovery facilities and composting facilities for the costs of processing covered materials generated from all single-family residences, multifamily residences, public places, and commercial, industrial, and institutional facilities in the state.

Sec. 9. [115A.1448] PRODUCER RESPONSIBILITIES.

After January 1, 2029, no producer may sell, offer for sale, or distribute covered materials in the state unless they operate under a written agreement with a PRO with an approved stewardship plan and pay fees to the PRO. By January 1, 2032, all covered materials must be capable of being managed by a reuse system, are recyclable, or are compostable.

Sec. 10. [115A.1449] SERVICE PROVIDER RESPONSIBILITIES.

A service provider must collect and manage covered materials in the state pursuant to contractual agreements with a producer responsibility organization under an approved stewardship plan.

SUBJECT: *Section-by-Section Summary of The Packaging Waste and Cost Reduction Act*

Sec. 11. [115A.1450] NEEDS ASSESSMENT.

By December 31, 2026, and every five years thereafter, the commissioner must complete a statewide needs assessment. The scope must be informed by the advisory board, PRO, and other interested parties. The assessment must set the baseline, inform performance standards, and provide information on third-party certifications, establish metrics for measurement, complete a gaps analysis and identify necessary funding levels, identify responsible markets for covered materials, determine contamination and toxic substances in covered materials, outline necessary public awareness, education, and outreach programs.

Sec. 12. [115A.1451] STEWARDSHIP PLAN.

By March 1, 2028, and every five years thereafter, a PRO must submit a stewardship plan to the commissioner that describes the proposed operation of programs to fulfill the requirements of this act based on the findings of needs assessments. The commissioner must review a stewardship plan and approve, propose modifications to, or reject it within 90 days of receipt. The plan may be amended by the PRO.

The commissioner must establish performance targets based on the needs assessment for any stewardship plan approved under this section. Performance targets must include targets for waste reduction, reuse, recycling, composting, and postconsumer recycled content by covered materials type that are to be achieved by the end of the stewardship plan's term.

Recycling targets established in a stewardship plan must provide for the measurement of the amount of recycled material to be at the point at which material leaves a material recovery facility and remove an estimate of contamination. Material must also: be sent to a responsible market, be sorted into defined marketable commodity streams, exclude uses for fuel or energy capture, be technically and economically feasible to collect and recycle, and comply with toxic prohibition statutes.

Source reduction targets established in a stewardship plan must provide for the measurement of the amount of source reduction to evaluate the amount of material reduced without damage or spoilage and calculate overall material use and reduction of that use, must exclude when a non-plastic material is to be replaced by a plastic material, unless that plastic material is a compostable covered material, and excludes light-weighting packaging to a point where it interferes with its recyclability.

Reuse targets established in a stewardship plan must provide for the measurement of the amount of reusable covered materials to be at the point at which reusable covered materials meet the following criteria: whether the reusable packaging meets a minimum number of cycles of reuses that reduces its environmental impact compared to a nonreusable alternative and whether that packaging meets demonstrated or research-based anticipated return rate of the covered material to the reuse system.

For other materials, the producer responsibility organization must propose a calculation point for review and approval as part of the stewardship plan based on findings from the needs assessment.

Subd. 7. Statewide goals.

2033:

- 65% of covered materials by weight sold into the state must be recycled or composted
- 10% of the number of units of packaging sold into the state must be returned to an established reuse system
- 15% of covered materials by weight sold in the state must be source reduced
- 10% minimum postconsumer recycled content for all covered materials sold, offered for sale, or distributed for sale in this state and an overall average of at least 30% postconsumer recycled content

2038:

- 75% of covered materials by weight sold into the state must be recycled or composted
- 20% of the number of units of packaging sold into the state must be returned to an established reuse system
- 25% of covered materials by weight sold in the state must be source reduced
- 30% minimum postconsumer recycled content for all covered materials sold, offered for sale, or distributed for sale in this state and an overall average of at least 50% postconsumer recycled content

Sec. 13. [115A.1453] RECYCLABLE OR COMPOSTABLE COVERED MATERIALS LISTS.

By March 1, 2027, and at least every three years thereafter, the commissioner must complete a list of covered materials determined to be recyclable or compostable through a curbside or equivalent collection system. The criteria must include: the technical and economic feasibility, the need for and cost of any specialized equipment, a requirement that the technology is available to most Minnesotans, if recycled the material type and form is regularly sorted and aggregated into defined streams for recycling processes or the package format falls into a relevant Institution of Scrap Recycling Industries specification, 75% of that covered materials type in a similar format as other covered materials in that category, if made of plastic, the covered material must not include any components, inks, adhesives, or labels that interfere with the recycling or composting process, and that it complies with toxics sections in state law.

Sec. 14. [115A.1454] PRODUCER FEES.

A PRO must annually collect a fee from each producer that is based on the total amount of covered materials each producer sells, offers for sale, or distributes in the state in the prior year calculated on a per-unit basis, such as per ton, per item, or another unit of measurement. The fee must incentivize using materials and design attributes that reduce the environmental impacts and human health impacts of covered materials by the following methods:

- eliminating the presence of toxic substances
- reducing the amount of packaging per individual covered material
- increasing covered materials managed in a reuse system
- enhancing recyclability or compostability
- increasing the proportion of postconsumer material used
- increasing inputs from renewable and sustainable sources

Fees must also discourage using materials and design attributes that result in environmental impacts and human health impacts. Reuse must be incentivized by having the lowest fee and charging covered materials that are managed through a reuse system only upon initial entry into the marketplace.

Fees must generate revenue sufficient to pay for the program. Fees may not be used for lobbying. Fees cannot be passed to the consumer.

Sec. 15. [115A.1455] SERVICE PROVIDER AGREEMENTS; REIMBURSEMENT RATES.

The PRO must establish service provider agreements that establish strong labor standards and work safety practices and require the service provider to meet established performance standards. The level of convenience or service quality must not decrease, and service providers must accept all the materials on the list of recyclable or compostable materials. Agreements for service providers sorting recyclable covered materials must include minimum capture rates, maximum processing residual rates, and minimum bale quality, demonstrations that materials have been sent to responsible markets.

If a political subdivision operates as a service provider the PRO must offer a service provider agreement to that political subdivision. A PRO must use open, competitive, and fair procurement practices.

Each service agreement must include reimbursement rates that are based on formulas that incorporates relevant cost information identified by the needs assessment, reflects costs due to the region or jurisdiction, reflects administrative costs including education, public awareness, and outreach, reflects planned capital improvements to facilities and equipment costs, reflects the cost of managing contamination present in waste streams, and for composting services only covers the proportion of covered compostable materials managed.

Sec. 16. [115A.1456] REPORTING.

The PRO must submit an annual report by July 1, 2031, and each May 1 thereafter. The report must summarize progress on plan activities. If a PRO fails to meet a performance target it must explain the factors contributing to the failure and propose an amendment to the stewardship plan specifying changes necessary to achieve the following year's targets.

By October 15, 2034, and every five years thereafter, the commissioner must submit a report to the governor and to the chairs and ranking minority members of the legislative committees with jurisdiction over solid waste on operations of the act during the previous five years and any enforcement actions taken.

Sec. 17. [115A.1457] PRODUCER RESPONSIBILITY ORGANIZATION WEBSITES.

A PRO must maintain a website that includes information regarding a process that members of the public can use to contact the PRO with questions, a directory of all service providers operating under the stewardship plan and information about how to request service, registration materials, draft and approved stewardship plans and amendments, most current lists of recyclable or compostable materials, the most recent needs assessment and all past needs assessments, annual reports, a link to administrative rules implementing this act, and comments of the advisory board and the responses of the PRO to those comments.

Sec. 18. [115A.1458] ANTICOMPETITIVE CONDUCT.

Sec. 19. [115A.1459] RULEMAKING.

The commissioner may adopt rules to implement this act.

Sec. 20. [115A.1460] PROVIDING INFORMATION.

Upon request of the commissioner for purposes of determining compliance with this act, a person must furnish to the commissioner any information that the person has or may reasonably obtain.

Sec. 21. [115A.1461] DEPOSIT RETURN SYSTEM.

If a bottle deposit return system is enacted it will be harmonized with this act in the following ways: materials covered in that system are exempt from this act or related financial obligations are reduced, co-location of drop-off facilities and alternative collection sites is maximized, and education and outreach is integrated between the two programs.

SUBJECT: *Section-by-Section Summary of The Packaging Waste and Cost Reduction Act*

Sec. 22. [115A.1462] ENFORCEMENT.

The commissioner must enforce this act as provided under sections 116.072, 115.071, and this section.

A person that violates or fails to perform a duty imposed by this act is liable for a civil penalty not to exceed \$25,000 per violation for each day during which the violation continues.

A PRO or producer that violates a provision of or fails to perform a duty imposed by this act is liable for a civil penalty not to exceed \$25,000 per violation for each day during which the violation continues. For a second violation occurring within 12 months of a first violation is liable for a civil penalty not to exceed \$50,000 per violation for each day during which the violation continues. For a third or subsequent violation occurring within 12 months of a prior violation is liable for a civil penalty not to exceed \$100,000 per violation for each day during which the violation continues.

Sec. 23. [115A.1463] ELECTION OF CERTAIN INDIVIDUAL PRODUCERS TO OPERATE INDEPENDENTLY.

A producer may act independently if they represent at least 5% of market share.

Sec. 24. WORKPLACE CONDITIONS AND EQUITY STUDY.

By January 1, 2032, the commissioner must conduct a study on working conditions, wage and benefit levels, and employment levels of minorities and women at those facilities, barriers to ownership faced by women and minorities, a comparison of services for those in multifamily housing versus single-family housing, access, convenience, and education that are successful in raising reuse, recycling, and composting rates in EJ areas and low-participation areas and strategies to increase participation, the degree to which residents and workers in environmental justice areas are impacted by emissions, toxic substances, and other pollutants from solid waste facilities and provide recommendations to mitigate those impacts.

Sec. 25. COVERED MATERIALS POLLUTION AND CLEANUP STUDY.

By January 1, 2032, the commissioner must conduct a study with the Department of Natural Resources and Department of Health to identify the contribution of packaging to litter and water pollution in Minnesota. The report must analyze historical and current environmental and human health impacts of littered covered materials and their associated toxic substances in the environment, estimate the cost of cleanup and prevention, provide recommendations for how to reduce and mitigate the impacts of litter in the state.



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

2023 R&E CENTER TOURS

Group	Group Type	Date	# of visitors
Metre	Consultant/Vendor	1/19/2023	5
New Publica	Consultant/Vendor	1/17/2023	6
Rochester Water Reclamation Plant	Governmental	1/25/2023	2
Stillwater 62+ Co-op	Community	2/7/2023	6
U of MN Nursing Students	Educational	2/9/2023	10
U of MN - MNTAP waste reduction staff member	Educational	2/15/2023	1
HERC Staff	Governmental	2/21/2023	2
Bethel Prep	Educational	2/28/2022	1
Oakdale Wellness 55+	Community	3/2/2023	15
Friends of Upper Landing Park and Trail and Green Team	Community	3/9/2023	15
Bethel Environmental Class	Educational	3/9/2023	22
Resident	Resident	3/7/2023	1
Friends and Family Tour #1	Internal	3/16/2023	10
Friends and Family Tour #2	Internal	3/16/2023	17
Friends and Family Tour #3	Internal	3/18/2023	26
Geological Society of MN	Community	3/22/2023	25
Recycling Ambassadors #1	Community	3/23/2023	18
Recycling Ambassadors #2	Community	3/23/2023	10
Friends and Family Tour #4	Internal	3/29/2023	12
UMN Nursing Students #2	Educational	3/30/2023	10
Community	Community	3/30/2023	15
Resident	Resident	4/5/2023	1
Municipal Funding Staff Meeting	Governmental	4/5/2023	5
RC Young Adult Public Sector Career Academy	Community	4/10/2023	20
Sejong Academy 4th grade	Educational	4/19/2023	34
Sejong Academy 3rd grade	Educational	4/20/2023	23
St. Paul Garden Club	Community	4/25/2023	12
Academy for Sciences & Agriculture	Educational	4/25/2023	25
WC Master Gardener pre-tour	Community	5/4/2023	2
WC/RC Public health staff	Governmental	5/4/2023	15
Elders Climate Action - TC Chapter	Community	5/9/2023	15

SUBJECT: 2023 R&E Center Tours

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

WC Parks Staff	Governmental	5/9/2023	10
RC/WC IS Liaisons	Governmental	5/9/2023	10
Homeschool Group	Educational	5/11/2023	15
Gordon Parks Alternative High School	Educational	5/19/2023	17
R&E new JA staff	Governmental	5/23/2023	3
AFSA K-12 Charter	Educational	5/25/2023	25
Scouts Group - Kindergarten	Educational	5/25/2023	20
Joint Recycling Coordinator Meeting	Governmental	6/5/2023	15
Commissioner Xiong + community members	Community	6/7/2023	5
Focus Beyond Transition Services	Educational	6/7/2023	20
ARM - Association of Recycling Managers	Industry	6/8/2023	20
Residents	Resident	6/14/2023	5
Ramsey County Summer Interns	Governmental	6/15/2023	6
Residents	Resident	6/15/2023	6
MPCA student interns	Governmental	6/20/2023	15
Salem Covenant Church - Youth Group	Youth	6/20/2023	25
Salem Covenant Church - Youth Group	Youth	6/22/2023	25
Urban Roots	Educational	7/12/2023	12
FSPP Kickoff Event Tours - Media	Governmental	7/17/2023	12
FSPP Kickoff Event Tours - Program	Governmental	7/17/2023	50
UMN Circularity folks	Educational	7/18/2023	2
Bi-monthly scheduled	Community	7/20/2023	10
Woodbury Chamber of Commerce	Governmental	7/18/2023	30
Parents/Kids residents	Youth	7/27/2023	9
Ronald McDonald House Charities	Youth	7/27/2023	8
Homeschool group	Educational	8/17/2023	5
Scouts Group: Ages 3 - 16	Educational	8/17/2023	30
Foth - Client Workshop	Industry	8/22/2023	10
Ramsey IS	Internal	8/23/2023	8
MnTAP	Community	8/29/2023	5
Mankato Zero Waste	Community	9/5/2023	4
Biz TA Providers	Industry	9/7/2023	15
Homeschool group	Educational	9/7/2023	25
Tri-County Solid Waste Commission	Governmental	9/12/2023	2
RCPH Public Health Protection Division	Internal	9/25/2023	5

SUBJECT: 2023 R&E Center Tours

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

RC/WC Staff	Internal	9/28/2023	18
Bi-Monthly Community Tour	Community	9/28/2023	8
AROW Organics Diversion	Industry	10/4/2023	5
RC Master Gardener Group	Community	10/4/2023	10
House Rep Bierman	Governmental	10/9/2023	7
MDH Sustainability Team	Governmental	10/12/2023	12
Metro SW Coordinators Meeting	Governmental	10/18/2023	20
AFSA 4th/5th grade	Educational	10/18/2023	30
RC Young Adult Public Sector Career Academy	Educational	10/19/2023	10
White Bear Lake Girl Scouts – 1 st Grade	Educational	10/19/2023	17
Bi-Monthly Community Tour	Community	10/25/2023	5
PCA SW planners	Governmental	10/25/2023	10
Washington County Extension Committee	Governmental	11/6/2023	20
RC/WC Friends and Family #1	Internal	11/6/2023	27
Lakeville N HS - 11th/12th grade	Educational	11/8/2023	28
Bethel University - ENR class	Educational	11/9/2023	25
Community Tour - Nov	Community	11/11/2023	17
Scouts Group - Pack 644	Community	11/11/2023	25
Recycling Ambassadors	Community	11/11/2023	12
Legislature Group	Governmental	11/16/2023	25
Cottage Grove Chamber of Commerce	Governmental	11/16/2023	10
Highland Park MS #1	Educational	11/16/2023	25
Highland Park MS #2	Educational	11/16/2023	25
RC/WC Friends and Family #2	Internal	11/16/2023	25
Highland Park MS #3	Educational	11/17/2023	25
Highland Park MS #4	Educational	11/17/2023	25
Association of Nonsmokers - MN	Community	11/28/2023	14
Homeschool group	Educational	11/30/2023	30
BambooSwitch	Community	12/4/2023	7
Van Meter Inc.	Industry	12/6/2023	5
Friends/Family	Internal	12/29/2023	5
Hennepin County Staff	Governmental	12/19/2023	10

Total Number of Tours: 100

Total Number of Tour Attendees: 776



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), between November 1, 2023, and December 31, 2023.

Vendor	Effective Date	Description	NTE/Budgeted Amount	Procurement Type
KSP Fulfillment, LLC.	1/1/24	Joint Activities – Modifies the pricing structure for warehousing and fulfillment of Food Scrap Pickup Program bags.	None – Technical Amendment	Professional Services
Husch Blackwell, LLP.	1/1/24	Facility – Outside legal services	Rate Setting	Professional Services
RAK Construction, Inc.	12/14/23	Facility – CERT SBE contract for facility remodeling.	\$127,500	Construction Services
St. Lawrence Holdings, LLC.	12/1/23	Facility – Processing line parts.	Rate Setting	SEML
HDR Engineering, Inc.	1/1/24	Joint Activities – Updates pricing for strategic engineering services.	Rate Setting	Professional Services
Saints Baseball, LLC.	1/1/24	Joint Activities – Renews the agreement for advertising signage on outfield wall.	\$20,000 per year	Professional Services
Saints Baseball, LLC.	1/1/24	Joint Activities – Renews the agreement through 2025 for in stadium BizRecycling promotions and advertising.	\$50,000 per year	Professional Services
Minnesota Waste Wise Foundation	1/1/24	Joint Activities – Renews contract for six months to provide consultation and technical assistance to businesses.	\$250,000 for work performed in 2024.	Professional Services
Minnesota Waste Wise Foundation	1/1/24	Joint Activities -- Renews contract for six months to provide consultation and technical assistance to multi-unit housing.	\$250,000 for work performed in 2024.	Professional Services
Transportation Agreements	1/1/24	Facility – Provides rate adjustments to R&E's six transportation providers.	2.9% increase (CPI adjustment).	SEML
Transload Agreements	1/1/24	Facility – Provides rate adjustments to R&E's five transload partners.	2.9% increase (CPI adjustment).	

SUBJECT: *Procurement Report*

Solicitation Name	Issue Date	Description	Closing Date	Anticipated Contract Start Date
RFP for Specialized Labor Services	11/30/23	Facility – Provide specialized labor for as needed, on demand, and scheduled maintenance at R&E.	NA	Professional Services