



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

**MEETING NOTICE
RAMSEY/WASHINGTON RECYCLING & ENERGY BOARD**

Date: Thursday, September 26, 2024 | 9 a.m. – 11 a.m.
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: 301 438 869# | 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 5, 2024** Action Page 3
- IV. Consent Agenda - No items.**
- V. Governance**
 - a. 30-Day Bylaws Change Notice Information Page 6
 - b. Joint Powers Agreement Update Information Page 20
- VI. Management and Administration**
 - a. Recognition of Jody Tharp (Resolution R&EB-2024-20) Action Page 53
 - b. Executive Director Report Information
 - c. Personnel Complement Addition (Resolution R&EB-2024-17) Action Page 55
 - d. Trailer Vendor Selection (Resolution R&EB-2024-18) Action Page 63
 - e. Letter of Support (Resolution R&EB-2024-19) Action Page 66
 - f. Anaerobic Digestion Conditions Precedent Information Page 68
- VII. Policy - No items.**
- VIII. Updates and Reports** Information Page 69
 - a. Joint Activities Updates
 - b. Facility Updates
 - c. Procurement Report Page 71
- IX. Other**
 - a. Invitation for Comments from Ex Officio R&E Board Members: MPCA and City of Newport Information
- X. Adjourn**

NEXT MEETING:

R&E Board | Thursday, October 24, 2024 | 10 a.m. – 12 p.m. | Ramsey County Environmental Health, Maplewood



**RAMSEY/WASHINGTON RECYCLING & ENERGY BOARD
BUSINESS MEETING & BOARD WORKSHOP MINUTES
SEPTEMBER 5, 2024**

A meeting of the Ramsey/Washington Recycling & Energy Board (R&E Board) was held at 10 a.m. 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, Stan Karwoski, Fran Miron – Washington County
Commissioners Nicole Frethem, Rena Moran, Victoria Reinhardt, Mai Chong Xiong – Ramsey County

MEMBERS NOT PRESENT

Commissioners Mary Jo McGuire, Rafael Ortega – Ramsey County
Commissioners Michelle Clasen, Gary Kriesel (alternate) – Washington County

EX-OFFICIO MEMBERS NOT PRESENT

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

ATTENDING AT RAMSEY ENVIRONMENTAL HEALTH, MAPLEWOOD

Leigh Behrens, Dave Brummel, Leslie Duling McCollam, Melissa Finnegan, Rae Eden Frank, Adam Gooder, Kelli Hall, Sam Hanson, Sam Holl, Filsan Ibrahim, Bill Keegan, Jennefer Klennert, Nate Klett, Cassie Lefeber, Trista Martinson, Andrea McKennan, Mike Moroz, Kathleen Murphy, Marcelo Neblett, Jeff Newsom, Matt Phillips, Jim Redmond, Michael Reed, John Ristad, Daniel Schmidt, Jody Tharp

CALL TO ORDER

Chair Miron called the meeting to order at 10:03 a.m. Introductions were made.

AGENDA OF SEPTEMBER 5, 2024 PRESENTED FOR APPROVAL

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

Aye: Bigham, Frethem, Karwoski, Moran, Miron, Reinhardt, Xiong

Nay: None

MINUTES FROM JULY 25, 2024 PRESENTED FOR APPROVAL

Motion by Reinhardt, seconded by Bigham. Motion passed.

Aye: Bigham, Frethem, Karwoski, Moran, Miron, Reinhardt, Xiong

Nay: None

MANAGEMENT AND ADMINISTRATION

Recognition of the Joint Leadership Team

Presented by: Trista Martinson, R&E Executive Director

Resolution: R&EB-2024-16

- Resolved, The R&E Board hereby expresses its profound gratitude to Michael Reed, Ramsey County, and Dave Brummel, Washington County, for their outstanding public service in environmental health and solid waste management and their commitment to managing waste higher on the waste

management hierarchy and designing systems and programs that are equitable to communities and individuals and improve public health.

Reed and Brummel shared reflections on their experiences as members of the Joint Leadership Team. Commissioners shared their appreciation of the leadership of Reed and Brummel following the departure of Zack Hansen, Ramsey County, and Nikki Stewart, Washington County, and highlighted their leadership during the difficult work of pandemic management by the departments of public health and environment.

Motion by Reinhardt, seconded by Xiong. Motion passed.

Aye: Bigham, Frethem, Karwoski, Moran, Miron, Reinhardt, Xiong

Nay: None

Executive Director's Report

Presented by: Trista Martinson, R&E Executive Director

Information only. Discussion can be reviewed via video file for one year.

Martinson presented information related to evaluation of the R&E Board composition. Changes will require updating the Joint Powers Agreement and the R&E Board Bylaws. Commissioner Reinhardt shared that the current structure was needed at the establishment of R&E, and reevaluation is due to the evolution of the organization since 2016.

2024 Budget Status

Presented by: Matt Phillips, R&E accounting manager

Information only. Discussion can be reviewed via video file for one year.

Phillips noted no significant changes to the budgets.

Anaerobic Digestion Conditions Precedent Progress

Presented by: Sam Holl, R&E Center facility manager

Information only. Discussion can be reviewed via video file for one year.

Commissioners were presented with sample bags of the biochar that will be produced as part of the anaerobic digestion (AD) process. Holl explained what biochar is and how it can be used. Sixteen tons of organic-rich material from the R&E Center were blended with yard and food waste sent to the Shakopee Mdewakanton Sioux composting site. This was shipped to a company in Pennsylvania that produces biochar.

Holl explained the AD conditions precedent process. An outstanding question is Dem-Con's ability to certify the costs. R&E has 60 days past the early termination trigger date of September 7, 2024, to decide whether the contract will be continued.

Commissioner Karwoski left the meeting at 11 a.m.

UPDATES AND REPORTS

Joint Activities Updates

Presented by: Leslie Duling McCollam, R&E Joint Activities program coordinator

Information only. Discussion can be reviewed via video file for one year.

Duling McCollam presented information on the food waste prevention program.

Facility Update

Presented by: Sam Holl, R&E Center facility manager

Information only. Discussion can be reviewed via video file for one year.

Commissioner Bigham left the meeting at 11:51 a.m.

Procurement Report

Presented by: Jim Redmond, R&E contract manager

Information only. Discussion can be reviewed via video file for one year.

Redmond presented the procurement report for the period July 1, 2024, through July 31, 2024.

OTHER

Invitation for Comments from Ex Officio R&E Board Members

Dave Benke, MPCA, and Tom Ingemann, City of Newport, were not in attendance.

ADJOURNMENT

Chair Miron declared the meeting adjourned at 12:01 p.m.

ATTEST:

Commissioner Fran Miron, Chair
September 26, 2024

September 26, 2024



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

R&E BOARD MEETING DATE:	09-26-2024			AGENDA ITEM:	V.a			
SUBJECT:	30-Day Bylaws Change Notice							
TYPE OF ITEM:	<input checked="" type="checkbox"/>	INFORMATION	<input type="checkbox"/>	POLICY DISCUSSION	<input type="checkbox"/>	ACTION	<input type="checkbox"/>	CONSENT
SUBMITTED BY:	Trista Martinson, R&E Executive Director							

R&E BOARD ACTION REQUESTED:

For information only.

EXECUTIVE SUMMARY:

The Ramsey/Washington Recycling and Energy (R&E) Board recommended changes to the Bylaws that clarify the organization’s leadership structure. These changes remove reference to a deputy director and establishes an executive team. The changes also remove the Public Health Advisory Work Group as coordination and alignment between R&E and Ramsey and Washington counties is established through their respective solid waste management plans and alignment is further ratified through Joint Activities.

Updates include best governance practices for outside board appointments to reduce the number of commissioners assigned by each county eliminating county board quorum. The proposed assignments of board members will be reduced to three members from Ramsey County and two members from Washington County. The reduction of attorney’s assigned will change to one provided by Washington County.

Finally, the transfer of funds from counties to board is reflected consistent with the percentages established in section VII.F.2 of the fourth amended and restated joint powers agreement. This change in percentages begins in the calendar year 2026.

The Ramsey County and Washington County boards approved amendment number three to the Joint Powers Agreement on July 18, 2023, and the R&E Board anticipates that the counties will approve amendment number four to the Joint Powers Agreement before the end of 2024. In addition, R&E Board Bylaws need to be amended by the R&E Board to proceed with changing the leadership structure. Pursuant to Article VIII, Section 25 of the Bylaws, , all members of the R&E Board must receive written notice of the proposed Bylaws amendments that identifies the sections of the Bylaws proposed to be amended at least thirty days prior to any such amendment. This information item serves as that written notice. The proposed changes to the Bylaws are as follows:

1. Page 1, caption-updates date.
 - a. Section 1. (e) establishes quorum requirements.
2. Page 2, Section 2. (a) Changes board representation to two Washington County commissioners and three Ramsey County commissioners.
3. Page 4, Section 5. (a) clarifies role of Executive Director.

SUBJECT: 30-Day Bylaws Change Notice




- a. Section 5. (b) removes reference to Deputy Director and establishes Executive Team.
- 4. Page 5, Section 5. (c) (2) established Washington County provides legal representation.
 - a. Section 5. (c) (5) deleted. *PHAdvisory Work Group – Adhoc work group may be established by chair*
 - b. Section 5. (c) (6) deleted. *Financial Advisory Work Group – Adhoc work groups may be established by chair*
- 5. Page 6, Section 7. (a) removes Deputy Director and replaces with Executive Director
 - a. Section 8. removes Deputy Director and replaces with Executive Director and updates reference to “Project employees” with “Board staff”
- 6. Page 8, Section 10. (c) (2) references transfer of funds consistent with JPA

ATTACHMENTS:

- 1. Proposed amendment to R&E Board Bylaws (redline)
- 2. Proposed changes to JPA (redline)

FINANCIAL IMPLICATIONS:

None.

AUTHORIZED SIGNATURES	DATE
R&E EXECUTIVE DIRECTOR 	09-20-24
RAMSEY COUNTY ATTORNEY 	09-20-24
WASHINGTON COUNTY ATTORNEY 	09-20-24

**AMENDED AND RESTATED BYLAWS OF THE
RAMSEY/WASHINGTON RECYCLING AND ENERGY BOARD**
Adopted by the Board ~~July 27, 2015~~, 20243

ARTICLE I

RAMSEY/WASHINGTON RECYCLING AND ENERGY BOARD

The Ramsey/Washington Recycling and Energy Board (the “Board”) is governed by the Amended and Restated Joint Powers Agreement by and between Ramsey County and Washington County (each a “County” and together the “Counties”) dated September 22, 2015, as it may be amended from time to time (the “Joint Powers Agreement”). These Bylaws are adopted pursuant to Article IV, Section C of the Joint Powers Agreement, are effective as of ~~the date of their adoption by the Board~~ January 7, 2025 and shall remain in effect for such time as the Board continues to exist pursuant to the Joint Powers Agreement. Definitions of the terms contained in the Joint Powers Agreement shall apply in these Bylaws unless otherwise expressly stated herein.

ARTICLE II

BOARD GOVERNANCE AND OPERATIONS

Section 1. Board Meetings.

(a) **Open Meeting Law.** All meetings of the Board and Board committees shall be conducted pursuant to the Minnesota Open Meeting Law (Minnesota Statutes, Chapter 13D).

(b) **Regular Meetings.** The Board shall meet on a regular basis, with an annual schedule determined at its first meeting each calendar year. The Chair, in consultation with the Vice Chair, may cancel a regular meeting upon furnishing reasonable notice to each member of the Board.

(c) **Special Meetings.** The Board may hold special meetings on an as needed basis, to be called at the discretion of the Chair, in consultation with the Vice Chair. Notice of special meetings, describing the date, time, place, and purpose of the meeting shall be delivered to Board members at least five (5) days prior to each meeting. Public notice of Board meetings shall be published as required by the Minnesota Open Meeting Law.

(d) **Emergency Meetings.** Emergency meetings may be called in compliance with Minn. Stat. § 13D.04, subd. 3.

(e) **Quorum and Actions of the Board.** The presence of ~~five-three (53)~~ Board members at a meeting shall constitute a quorum so long as one of the three Board members present is from Washington County. Unless otherwise required by law, the Joint Powers Agreement, or Robert’s Rules of Order, actions of the Board are taken by a majority vote of Board members

present. Actions that, pursuant to the Joint Powers Agreement, require a two-thirds majority, must have affirmative votes from ~~six~~-four Board members. A County commissioner designated as an alternate Board member by a County may vote and be counted for purposes of establishing a quorum in place of an absent Board member from that County. All resolutions of the Board shall be in writing, signed by the Chair and attested to by the Secretary/Treasurer. All other actions of the Board shall be by motion recorded in the written minutes. The Board's meeting minutes and actions shall be recorded in a journal, in compliance with the Minnesota Data Practices Act and the Minnesota Open Meetings Law.

(f) **Conduct of Meetings.** Meetings of the Board shall be conducted pursuant to the most recent edition of Robert's Rules of Order.

(g) **Meetings by Interactive Television or Other Electronic Means.** At the discretion of the Chair, in consultation with the Vice Chair, Board meetings may be conducted by interactive television in compliance with the conditions and requirements set forth in Minn. Stat. §13D.02. At the discretion of the Chair, in consultation with the Vice Chair, in emergency conditions, Board meetings may be conducted by telephone or other electronic means in compliance with the conditions and requirements set forth in Minn. Stat. §13D.021.

Section 2. Board Members.

(a) **Board Members.** As provided in the Joint Powers Agreement, the Board shall consist of ~~four~~-two commissioners from Washington County and ~~five~~-three commissioners from Ramsey County, as appointed by each County. The Counties may replace their respectively designated Board members at any time, at their discretion. Each County also may designate alternate commissioners to serve on the Board in the absence of a County's representative Board member. Board members and alternates shall not receive any salary for their services, provided however that the Board may provide for expense reimbursements to the extent permitted by law.

(b) **Ex-Officio Members.** The Board may appoint representatives from the City of Newport, Minnesota (as provided in the Joint Powers Agreement) and the Minnesota Pollution Control Agency to serve as a non-voting, ex officio members of the Board. From time to time, the Board may appoint one or more additional non-voting, ex officio Board members.

Section 3. Board Committees.

(a) **Standing Committees.** The Board will have two standing committees as set forth below. The standing committees are subject to the orders of the Board and committee actions may not conflict with actions or directions of the Board. Subject to the notice requirements set forth in Section 1, committee meetings may be held at the discretion of the respective chairperson of each committee.

(1) *Executive Committee.* An Executive Committee is created, which shall consist of the Chair, the Vice Chair, the Secretary/Treasurer. The Executive Committee shall have general supervision of the affairs of the Board between its meetings, make recommendations to the Board and perform such other duties as specified in the Joint

Powers Agreement, in these Bylaws, or as delegated by the Board. The Executive Committee is authorized to solicit bids and requests for proposals, and to execute contracts, including any amendments that are included in the approved annual Facility Budget or Joint Activities Budget and are within the authority of the Board to execute. The Board may delegate other functions and authority to the Executive Committee at its discretion. For voting, the presence of at least one committee member from each County is required.

(2) *Facility & Finance Committee.* A Facility and Finance Committee is created, which shall consist of the Secretary/Treasurer, and two additional commissioners, with the total makeup of the Committee including one commissioner from Washington County and two commissioners from Ramsey County. Members of the Facility and Finance Committee shall be appointed by the Chair each year and ratified by majority vote of the R&E Board. The Facility and Finance Committee is authorized to develop and oversee the Joint Activities Budget, Facility Budget, and Equipment Maintenance and Replacement Budget and make recommendations for these budgets to the R&E Board. The Facility and Finance Committee is also authorized to monitor ongoing Facility operations and make recommendations to the Executive Committee or R&E Board, as appropriate, to ensure efficient operation of the Facility.

(b) **Ad Hoc Committees.** The Board may establish ad hoc committees as it deems necessary and desirable. Such ad hoc committees may take actions to execute their duties or may be advisory committees. Each ad hoc committee must include a representative from each County.

Section 4. Officers. The Board shall elect a Chair, a Vice Chair, a Secretary/Treasurer, and other officers as determined appropriate by the Board. The officers of the Board shall be elected as provided below by the Board at the first meeting of the Board in a calendar year involving a quorum. Each officer shall have the powers and duties specified in these Bylaws, and as the Board may prescribe from time to time. An office vacated by resignation of an office shall be filled by Board action.

(a) **Chair.** The Chair of the Board shall rotate on a biennial basis between commissioners from each County. The Chair in 2016 shall be held by Washington County, and the biennial rotation shall begin in 2017 with Ramsey County assuming the Chair. The Chair of the Board shall preside (when present) at all Board meetings. The Chair is authorized to execute agreements on behalf of the Board and exercise and perform such other powers and duties as may be from time to time assigned to the Chair by the Board.

(b) **Vice Chair.** The Vice Chair of the Board shall also rotate, and shall be from the County that does not hold the Chair. The Vice Chair in 2016 shall be held by Ramsey County and the biennial rotation shall begin in 2017 with Washington County assuming the Vice Chair. In the absence or disability of the Chair, the Vice Chair shall perform all of the duties of the Chair and shall have all the powers of, and be subject to all the restrictions upon, the Chair.

(c) **Secretary/Treasurer.** The Secretary/Treasurer shall be elected on a biennial basis, with the first term beginning in October 2015 and continuing through 2017. The Secretary/Treasurer shall perform, or cause to be performed, the following duties: (i) official

recording of the minutes of all proceedings of the Board meetings and actions; (ii) provision for notice of all meetings of the Board; and (iii) authentication of the records of the Board. In addition, the Secretary/Treasurer shall oversee the Board's budget and finances. In the absence of the Chair and Vice Chair, the Secretary/Treasurer shall preside over the Board.

ARTICLE III

MANAGEMENT, ADMINISTRATION AND STAFFING

Section 5. Board Administration.

(a) **Executive Director.** As set forth in the Joint Powers Agreement, the Executive Director is the leader of the R&E organization, overseeing and implementing the vision and strategic direction for the organization. The Executive Director is responsible for management of the organization and its ~~executive Executive team Team, which includes the Deputy Director, Human Resources Manager, Accounting Manager, and Administrative Assistant.~~ The Executive Director is responsible for developing organizational goals and monitoring progress toward meeting those goals while ensuring compliance with the Joint Powers Agreement and Bylaws. The Executive Director shall report directly to the R&E Board and ensure the overall vision and direction aligns with the respective county partnerships through the Public Health Directors. The Executive Director shall have such powers and duties as further set out in the Joint Powers Agreement, these Bylaws, and as otherwise assigned by the R&E Board. ~~The Executive Director shall act in the capacity of the Deputy Director in the Deputy Director's absence.~~

(b) ~~Deputy Director~~**Executive Team.** As set forth in the Joint Powers Agreement, the ~~Deputy Director~~**Executive Team** shall report to the Executive Director and ~~serve as a subject matter expert in the solid waste management field with technical understanding of the business and day-to-day Facility operations and oversight of the development and implementation of projects and initiatives. The Deputy Director is responsible for leading, supervising and managing the functions of the leadership team that includes the managers of planning and project management, Joint Activities, contracts, and R&E Facility operations. The Deputy Director shall have such other responsibilities and duties as designated by the Executive Director or the Board. The Deputy Director~~As determined by the Executive Director, a designee from the Executive Team shall act in the capacity of the Executive Director in the absence of the Executive Director. Subject to the budgetary parameters established by the Board, the Executive Director shall have the authority and discretion to reconfigure the Executive Team from time to time.

(c) **Administrative Functions.** The following administrative functions are necessary for the Board's operation. Entities carrying out these functions shall be compensated as provided for in specific purchase of service or other agreements.

(1) *Fiscal Agent.* As set forth in the Joint Powers Agreement, the Ramsey County Finance Department shall act as the Fiscal Agent on behalf of the Board, and shall provide any and all financial management, accounting and reporting services necessary or convenient for the Board. The Board may conform to the procurement policies of either County, as it deems appropriate.

(2) *Legal Representation.* As set forth in the Joint Powers Agreement, the ~~Ramsey County Attorney's Office and the~~ Washington County Attorney's Office ~~are~~ is the attorneys for the Board. Any special legal counsel shall be designated and chosen with the advice of the ~~Ramsey and~~ Washington County Attorney's Offices.

(3) *Human Resources.* As provided in the Joint Powers Agreement, employees of the Board are not employees of either County.

(4) *Information Services.* The Board shall decide how to procure information services for its operations. The Board shall procure its own hardware and software, and support services in the manner it chooses. The Board may enter into a purchase of services agreement with the Information Services Department of either County for elements of IT support. Beginning in 2016 the Ramsey County Information Services Department shall provide those information services for the Board identified in a purchase of services agreement.

~~(5) — Ramsey/Washington Public Health Advisory Work Group. As set forth in the Joint Powers Agreement, the Ramsey/Washington Public Health Advisory Work Group shall advise the Executive Director and consult on Ramsey/Washington Recycling & Energy matters so as to implement the solid waste management plans of Ramsey and Washington Counties. This advice and consultation includes, but is not limited to, technical assistance, input on Joint Activities, fiscal responsibility and accountability regarding the use of funds provided by the respective counties, and other input to ensure alignment with the mission, vision and values of Ramsey and Washington Counties' solid waste management plans. The Ramsey/Washington Public Health Advisory Group shall consist of the director of Saint Paul Ramsey County Public Health and the director of Washington County Public Health and Environment. Information exchanged between the Executive Director and the Ramsey/Washington Public Health Advisory Work Group shall be consistent with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13.~~

~~(6)(5) Ramsey/Washington Financial Advisory Work Group. As set forth in the Joint Powers Agreement, the Ramsey/Washington Financial Work Group shall be responsible for advising the Executive Director on financial matters such as budget development, budget updates, and annual financial statements and audits. The Ramsey/Washington Financial Advisory Work Group will be consulted on any future county bonding or major Board finance issues that impact either county.~~

Section 6. Staffing and Consultants.

(a) **Staffing.** The Counties may from time to time designate employees to perform work on behalf of the Board. The Board also may authorize the Executive Director to hire and maintain staff to exclusively work for the Board ("Board Staff"). The Board hereby delegates authority to the Executive Director or his or her designee to hire (consistent with the Facility Budget or Joint Activities Budget, as applicable) and supervise Board Staff. At all times, Board

Staff shall be employees of the Board and not employees of either County. The Board hereby further directs the Executive Director or his or her designee to oversee development of employee policies applicable to Board Staff.

(b) **Consultants.** The Board may retain such consultants as may be needed to render services to or perform functions of the Board, consistent with the annual Facility Budget or Joint Activities Budget, as applicable.

(c) **Reimbursement.** Staffing and other services provided by the Counties to the Board shall be reimbursed at rates negotiated during preparation of the annual Facility Budget or annual Joint Activities Budget, or as set forth in specific service agreements, as applicable.

Section 7. Facility Management.

(a) The ~~Deputy-Executive~~ Director or his or her designee will supervise Facility business operations. Such business functions include, but are not limited to: finance and accounting (including budgeting, contract management, payroll, inventory), information services, human resources (including recruiting, training, labor relations, and safety), Facility engineering (on-going operation and design updates), permit compliance, and Facility business relations.

(b) [Reserved]

Section 8. Joint Activities. Under the supervision of the ~~Deputy-Executive~~ Director or his or her designee, County staff and Project employees will carry out the Board's Joint Activities, in accordance with the County Board-approved Joint Activities Budget.

ARTICLE IV

FACILITY OPERATIONS

[Reserved]

ARTICLE V

FISCAL YEAR, BUDGET AND AUDIT

Section 9. Fiscal Year. The Fiscal Year of the Board shall be the calendar year.

Section 10. Facility Budget.

(a) **Enterprise Fund.** In the normal course of Facility operations, the Board will endeavor to operate the Facility Budget as an enterprise fund.

(b) **Annual Facility Budget.** The Facility & Finance Committee will prepare the annual Facility Budget for Board approval each year on or prior to August 1. The annual Facility

Budget does not require approval of the Counties, provided however, that the respective Counties must approve any County contributions to the annual Facility Budget other than the initial contributions set forth in the Joint Powers Agreement.

(c) Operating Reserve Fund.

(1) *Establishment of Operating Reserve Fund; Size and Scope.* The Board shall establish an operating reserve fund, initially equivalent to \$10,000,000.00.

(i) Beginning in 2020 the size of the operating reserve fund shall be reduced to \$5,000,000.00, with the released funds being used to provide a loan from the Counties to the R&E Board for R&E Center improvements.

(ii) Ramsey County’s initial obligation is equivalent to 73% of the total operating reserve fund amount (\$7,300,000.00) and Washington County’s obligation is equivalent to 27% of the total operating reserve fund amount (\$2,700,000.00).

(iii) During the period of 2025–2028 the aggregate obligation of the counties shall be reduced by at least \$1,000,000.00 per year, until the obligation is eliminated. The aforementioned aggregate obligation reduction shall be credited to each County pro rata pursuant to the percentages set forth in subpart (ii) above. The release of this obligation is directly related to the creation, growth and maintenance of the Enterprise Reserve Fund. The reduction of the Counties’ obligation related to the operating reserve fund may be accelerated at the sole discretion of the R&E Board, if Facility Budget surplus funds exceed \$1,500,000.00 in years 2020–2022, and \$1,000,000.00 thereafter, and the excess funds are placed into the Enterprise Reserve Fund and are not otherwise designated for another use by the R&E Board.

(iv) During the period 2025–2028 the R&E Board shall repay the \$4,100,000.00 operating reserve fund withdrawal made in 2016 as follows:

Year	Payment from R&E to Counties to pay back \$4,100,000 withdrawal	Payment from R&E to Ramsey County to pay back the county’s share of the \$4,100,000 withdrawal	Payment from R&E to Washington County to pay back the county’s share of the \$4,100,000 withdrawal
2025	\$1,000,000	\$730,000	\$270,000
2026	\$1,000,000	\$730,000	\$270,000
2027	\$1,000,000	\$730,000	\$270,000
2028	\$1,100,000	\$803,000	\$297,000

(v) Pursuant to the Joint Powers Agreement, each County has agreed to commit or hold sufficient funds for its respective obligation for the operating reserve fund.

(2) *Transfer of Funds From Counties to Board.* If the Board in its sole discretion determines there would be a material adverse effect on the Facility, Facility financing, Facility employees, or Facility operations, it may request delivery from the Counties' operating reserve funds in an amount it determines to be reasonably necessary to avoid such material adverse effect. The amount requested shall be contributed by each County ~~in proportion to their respective obligations, 73% from Ramsey County and 27% from Washington County~~ consistent with the percentages established in Section VII.F.2 of the Fourth Amended and Restated Joint Powers Agreement.

(d) **Facility Equipment Maintenance and Replacement Fund.** The Board shall establish a facility equipment maintenance and replacement fund, to be incorporated into the Facility Budget. The purpose of this fund is to assure sufficient resources for major maintenance projects, as well as major equipment replacement. The Facility Committee shall identify the size, scope, and schedule for establishing this fund.

(e) **Payment in Lieu of Taxes.** The Board shall make payments in lieu of taxes to local government entities with taxing jurisdiction (excluding the state of Minnesota and fiscal disparity) in amounts equal to the taxes that would be applicable to the Facility if it were classified as commercial/industrial property privately owned. The Washington County Department of Property Records and Taxpayer Services shall prepare and deliver to the Board a note which calculates the amount of tax due to the local government entities as if the Facility were classified as commercial/industrial property privately owned. The Board shall make payments in lieu of taxes to the Washington County Department of Property Records and Taxpayer Services, to be distributed to the taxing districts pursuant to Minn. Stat. § 276.111 and § 276.11. Payments will be made on or before May 15 and October 15 of each year.

Any special assessments will be paid by the Board as separately billed by the Washington County Department of Property Records and Taxpayer Services.

(f) **Enterprise Reserve Fund**

(1) *Establishment of Enterprise Reserve Fund; Size and Scope.* The Board shall establish an Enterprise Reserve Fund, initially equivalent to at least \$1,640,000.00 from surplus 2018 funds.

(2) The size of the Enterprise Reserve Fund will increase each year until it reaches at least 25% of the Facility Budget. Funds more than 25% of the Facility Budget may be used by the Board for projects it identifies.

(3) The Enterprise Reserve Fund shall be managed as follows:

(i) At the end of 2019, \$1,500,000.00 in year-end surplus funds will be deposited into the Enterprise Reserve Fund.

(ii) For the period of 2020 through 2023, R&E will deposit at least \$1,500,000.00 per year into the Enterprise Reserve Fund.

(iii) For the period of 2024 through 2030, at least \$1,000,000.00 per year shall be deposited.

(iv) In any year the increase in the Enterprise Reserve Fund may be accelerated at the sole discretion of the R&E Board, if Facility Budget surplus funds exceed \$1,000,000.00 and the excess funds are not otherwise designated for another use by the R&E Board.

Section 11. Joint Activities Budget. The Facility & Finance Committee will prepare a two year budget for Joint Activities Budget for the Board approval each year on or prior to August 1. The Board will submit the Joint Activities Budget for approval of the Counties (for the Counties respective contributions) on or prior to October 1 each year.

ARTICLE VI

RECORDS AND REPORTS

Section 12. General Requirements. The books and records of the Board shall be maintained in compliance with the Minnesota Data Practices Act.

Section 13. Governance Documents. The Board shall keep at its registered office or its principal executive office, or in an authorized repository, the following governance documents:

- (a) The Joint Powers Agreement and all amendments thereto;
- (b) The Bylaws and all amendments thereto;
- (c) A list of the names and addresses of the Board's current Board members and officers; and
- (d) A journal of the Board's meeting minutes and actions, in compliance with the Minnesota Data Practices Act and the Minnesota Open Meetings Law and as set forth in ARTICLE II Section 1 and Section 14.

Section 14. Other Records. The accounting books and records and minutes of proceedings of the board and any committee shall be kept at any place or places designated by the Board, or, in the absence of the designation, at the principal office of the Board. The minutes shall be kept in written or electronic form and the accounting books and records shall be kept either in written or electronic form or in any other form capable of being converted into written or electronic form within a reasonable time.

Section 15. Inspection of Records. Each Board member shall have the absolute right at any reasonable time to inspect all Board books, records, and documents of every kind.

Section 16. Records Retention. The Board shall establish and implement a records retention policy, consistent with the Requirements of the Minnesota Data Practices Act, Minn. Stat. §138.17, et seq., and other applicable laws. The Board may contract with either County for assistance with implementing records retention.

ARTICLE VII

FINANCIAL CONTROLS

Section 17. Fiscal Policy and Procedures. The Board shall follow the fiscal policies and procedures set forth in the Fiscal Agency Agreement with Ramsey County. The Board may establish additional fiscal or financial policies, procedures and controls as it deems necessary and as consistent with these Bylaws and any current Fiscal Agency Agreement.

Section 18. Authorized Signatories/Execution of Documents. The Chair and the Secretary are authorized to execute documents on behalf of the Board. The Board may authorize any other officer or officers, or agent or agents, to enter into any contract or execute and deliver any instrument in the name and on behalf of the Board, and such authority may be general or confined to specific instances.

Section 19. Expenditures.

(a) **Facility Expenditures.** The Executive Director or his or her designee is authorized to enter into agreements and commit the Board to payment obligations in an emergency in order to maintain facility operations with limitations on authority to be outlined in the Board's fiscal policy.

(b) **Joint Activities Expenditures.** The Executive Director or his or her designee is authorized to enter into agreements or financial commitments consistent with the Board's joint activities budget in order to achieve the purposes of the Joint Powers Agreement, not to exceed \$50,000 dollars without specific Board authorization, subject to approval by County Attorneys and in accordance with Board's fiscal policies.

Section 20. Debt.

(a) **Supermajority Approval Required.** As provided in the Joint Powers Agreement, any issuance of debt by the Board must be approved by a two-thirds (2/3) majority of the full governing body of the Board.

(b) **Bonding.** [Reserved.]

Section 21. Loans. [Reserved.]

Section 22. Checks, Drafts, Notes. All checks, drafts, or other orders for the payment of

money, notes or other evidences of indebtedness issued in the name of the Board shall be signed by such officer or officers, agent or agents of the Board and in such manner as shall from time to time be determined by resolution of the Board.

Section 23. Insurance. [Reserved.]

ARTICLE VIII

MISCELLANEOUS

Section 24. Principal Place of Business. The Board's principal place of business of the Board shall be located at 100 Red Rock Road, Newport, MN 55055.

Section 25. Amendment. These bylaws may be amended from time to time by resolution of the Board duly adopted upon a two-thirds (2/3) majority vote of the full Board; provided, however, that no such amendment shall be adopted unless at least thirty (30) days written notice thereof has previously been given to all members of the Board. Such notice shall identify the section or sections of the Bylaws proposed to be amended.

Section 26. Governing Law; Priority of Documents. These Bylaws are governed and construed in accordance with the laws of the State of Minnesota. In the event of conflicting provisions between the Joint Powers Agreement as may be amended from time to time, these Bylaws, other actions of the Board, the provisions shall govern in the following order: the Joint Powers Agreement, the Bylaws, and other actions of the Board.

Section 27. Severability. A determination that any provision of these Bylaws is for any reason inapplicable, invalid, illegal or otherwise ineffective shall not affect or invalidate any other provision of these Bylaws.

Adopted October 22, 2015, Resolution R&EB-2015-1.

Amended January 28, 2016, Resolution R&EB-2016-01.

Amended January 24, 2019, Resolution R&EB-2019-05.

Amended January 23, 2020, Resolution R&EB-2020-01.

Amended September 22, 2022, Resolution R&EB-2022-14.

Amended July 27, 2023, Resolution R&EB-2023-10.

Amended xxx, 2024, Resolution R&EB-2024-xx.



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

R&E BOARD MEETING DATE:	September 26, 2024			AGENDA ITEM:	V.b			
SUBJECT:	Joint Powers Agreement Amendment							
TYPE OF ITEM:	<input checked="" type="checkbox"/>	INFORMATION	<input type="checkbox"/>	POLICY DISCUSSION	<input type="checkbox"/>	ACTION	<input type="checkbox"/>	CONSENT
SUBMITTED BY:	Trista Martinson, R&E Executive Director							

R&E BOARD ACTION REQUESTED:

For information only.

EXECUTIVE SUMMARY:

The Ramsey/Washington Recycling & Energy Board (R&E Board) recommended changes to the Joint Powers Agreement (JPA) between Ramsey and Washington Counties to clarify the organization’s leadership structure. These changes remove reference to a deputy director and establishes an executive team. The changes also remove the Public Health Advisory Work Group and Financial Advisory Work Group as both are ad hoc work groups created by the R&E Board.

Updates include best governance practices for outside board appointments to reduce the number of commissioners assigned by each county, eliminating individual county board quorum. The proposed assignments of board members will be reduced to three members from Ramsey County and two members from Washington County. The reductions of attorneys assigned will change to one provided by Washington County.

Finally, the transfer of funds from counties to board is reflected based on research and data provided in the attached Population and MSW Projections memo.

The Ramsey County and Washington County boards approved amendment number three to the JPA on July 18, 2023, and the R&E Board anticipates the counties will approve amendment number four to the JPA before the end of 2024. In addition, R&E Board Bylaws need to be amended by the R&E Board to proceed with changing the leadership structure.




ATTACHMENTS:

1. Amendment to the R&E Board Joint Powers Agreement (redline)
2. Population and MSW Projections Memo

FINANCIAL IMPLICATIONS:

None.

SUBJECT: *Joint Powers Agreement Amendment*

AUTHORIZED SIGNATURES	DATE
R&E EXECUTIVE DIRECTOR 	09/20/24
RAMSEY COUNTY ATTORNEY 	09/20/24
WASHINGTON COUNTY ATTORNEY 	09/20/24

**THIRD-FOURTH AMENDED AND RESTATED
RAMSEY/WASHINGTON RECYCLING AND ENERGY BOARD
JOINT POWERS AGREEMENT**

Adopted September 22, 2015

Amended November 19, 2019

Amended August 2, 2022

Amended July 18, 2023

Amended xxxx, 2024

This Third-Fourth Amended and Restated Joint Powers Agreement (the “Agreement”), amends and restates in its entirety the Joint Powers Agreement for the Resource Recovery Project dated December 2006. This Agreement is entered into by and between Ramsey County and Washington County (each a “County” or collectively, the “Counties”) pursuant to Minnesota Statutes § 471.59, and is effective January 7, 2025 or upon the date of approval by both Counties, whichever occurs later.

WHEREAS, the Counties have committed to continue to protect and ensure the public health, safety, welfare and environment of each County’s residents and businesses through sound management of solid and hazardous waste generated in each County;

WHEREAS, Ramsey and Washington Counties have in place County Solid Waste Management Plans (“Management Plans”) consistent with the Metropolitan Solid Waste Management Policy Plan (“Policy Plan”) and approved by the Commissioner of the Minnesota Pollution Control Agency;

WHEREAS, the Management Plans have a goal of maintaining and improving an integrated system of solid waste management that supports Minnesota’s hierarchy of solid waste management, with an emphasis on waste reduction, reuse, recycling and composting before the remaining solid waste is managed through resource recovery;

WHEREAS, the Management Plans also include policies that affirm the processing of waste, for the purpose of recovering energy and recyclables, and other beneficially usable materials, as the preferred method to manage solid waste that is not reduced, reused or recycled;

WHEREAS, the Counties have agreed to jointly acquire, own, and operate the Ramsey/Washington County Resource Recovery Facility located in Newport, Minnesota (the “Facility”);

WHEREAS, the Counties recognize clear environmental, financial and policy benefits to public ownership and operation of the Facility and desire to amend and restate their Joint Powers Agreement for the purpose of owning, operating and improving the Facility; advancing recycling

~~Third~~Fourth Amended and Restated Ramsey/Washington R&E Board Joint Powers Agreement

and other waste management goals of the Counties; and overseeing other joint waste management activities.

NOW, THEREFORE, pursuant to the authority contained in Minnesota Statutes Section 471.59, and the county solid and hazardous waste management authority provided in Minnesota Statutes Chapters 115A, 116, 473, and other Minnesota Statutes, Ramsey and Washington Counties hereby enter into this Amended and Restated Joint Powers Agreement under the terms and conditions set forth below.

I. Introduction

A. Definitions

1. Board means the Ramsey/Washington Recycling and Energy Joint Powers Board established by this Agreement.
2. Bylaws shall mean the bylaws adopted by the Board as provided in Section IV.C.
3. County or Counties shall mean Ramsey and/or Washington County as the context may require.
4. Facility shall mean the Ramsey/Washington Recycling & Energy Center located at 100 Red Rock Road, Newport, MN.
5. Facility Budget shall mean the annual operating budget for the Facility.
6. Fiscal Agent shall mean the Fiscal Agent provided for in Section VI.G of this Agreement.
7. Hauler shall mean any person who owns, operates, or leases vehicles for the purpose of collection and transportation of any type of solid waste.
8. Hauler Rebate shall mean a payment to a hauler for delivery of solid waste by a hauler to the Facility.
9. Joint Activities shall mean joint waste management activities, including the activities listed in Section V.B.9.
10. Joint Activities Budget shall mean the annual budget to be approved by the respective County Boards for the Board to administer and carry out joint waste management activities.
11. Mixed Municipal Solid Waste shall have the meaning given in Minnesota Statutes Section 115A.02.
12. Project means the Ramsey/Washington Resource Recovery Project.
13. Solid Waste shall have the meaning given in Minnesota Statutes Section 115A.02.
14. Waste shall have the meaning given in Minnesota Statutes Section 115A.02.

- B. Name. The entity created by this Joint Powers Agreement shall be called the Ramsey/Washington Recycling and Energy Board (the "Board").

- II. Purpose of this Agreement.** A key purpose of this Agreement is to create a structure for joint ownership and operation of the Facility by the Board and to define the rights, obligations, and responsibilities of each County with respect to the Board and Facility. In addition, the purpose of this Agreement is to accomplish the Vision Statement adopted by the Project in 2013, which calls for significant advancements in waste reduction, recycling, organics management, and recovery of resources from Waste, promoting economic development through enhanced resource recovery, and accomplishing the goals and requirements of Minnesota Statutes Section 473.803, all as amended from time to time, along with other joint waste management activities, as agreed to by the Board.
- III. Term.** This Agreement shall take effect ~~on~~January 7, 2025 or the date of approval by both Counties, whichever occurs later, and will continue until terminated or dissolved in accordance with section IX.B.3 of this Agreement. However, in no event shall this Agreement be terminated prior to the payment in full of all bonds and other indebtedness of the Board incurred to acquire or improve the Facility. The Counties agree not to terminate or dissolve the Board if termination or dissolution would conflict with or violate the terms or conditions of any debt instruments by or on behalf of the Board.
- IV. Governing Body.** For the purpose of managing this Agreement, the joint powers board created pursuant to Minn. Stat. § 471.59, which was called the Ramsey/Washington Resource Recovery Project Board and referred to herein as the “Project,” is continued as the Ramsey/Washington Recycling and Energy Board pursuant to the terms of this amended and restated Agreement. It is the intention of the Counties that the Board has all powers necessary to fulfill the purpose of this Agreement and all the powers granted to it by law now or hereafter.

A. Joint Powers Board

1. Composition. The governing body of the Board shall consist of ~~four~~two commissioners from Washington County and ~~five~~three commissioners from Ramsey County. The commissioners will be appointed by the respective County Boards. Each County may appoint an alternate commissioner.
2. Ex Officio Members of the Board. The Board may appoint a representative from the City of Newport, Minnesota and the Minnesota Pollution Control Agency to serve as non-voting, ex officio members of the governing body of the Board. The Bylaws may provide for appointing one or more additional ex-officio members.
3. Officers. The Board shall provide for the election of officers in the Bylaws.
4. Board Meetings and Voting. The governing body of the Board shall meet on an as needed basis and provide adequate public notice. The presence of ~~five~~three (53) Board members at a meeting shall constitute a quorum so long as one of the three Board members present is from Washington

County. Board actions shall be determined by a majority of the Board. A County-designated alternate Board member may vote in place of an absent Board member from that County. Additional requirements or procedures for Board meetings may be provided for in the Bylaws.

- B. Board Committees. The Board shall provide for the establishment of an Executive Committee and other standing or ad hoc committees as it deems appropriate through the Bylaws.
- C. Bylaws. The Board shall adopt Bylaws by a two-thirds (2/3) majority of the Board to govern its operations. The Bylaws shall be consistent with this Agreement and all applicable laws. The Bylaws may be amended from time to time by a two-thirds (2/3) majority of the Board after notice in accordance with the Bylaws.
- D. Records. The books and records, including minutes of the Board, shall be subject to Chapter 13 of the Minnesota Statutes. The records shall be maintained at a location determined by the Board.
- E. Principal Place of Business. The initial principal place of business of the Board shall be located at 100 Red Rock Road, Newport, MN 55055.

V. Scope and Authority.

- A. General Powers. The Board is hereby authorized to exercise the authority and powers as is necessary and convenient to carry out the mandates and purposes set forth in this Agreement without individual County Board approval unless otherwise specified in this Agreement. The Board has all powers granted to joint exercise of powers agencies under Minnesota law as well as all powers necessary to the exercise of the powers, duties and obligations of this Agreement.
- B. Specific Powers. The Board shall administer operation of the Facility and other joint waste management activities. Specific powers delegated to the Board include, but shall not be limited to:
 - 1. Property. Authority to acquire, improve, own, lease and hold real and personal property, as may be required to accomplish the purposes of this Agreement and, upon termination of this Agreement, make distribution of the property as provided under this Agreement.
 - 2. Facility Management. Authority to manage and oversee the operation, maintenance, and improvement of the Facility and take actions necessary to ensure efficient operation of the Facility. The Board, in its sole discretion, may determine to accept Waste at the Facility generated from outside the Counties.
 - 3. Contracts and Procurement. Authority to negotiate, enter, and enforce contracts relating to the Facility and its operations, Joint Activities, and as

otherwise necessary and convenient to carry out the purposes of this Agreement, provided however that contracts let and purchases made under this Agreement must conform to the requirements applicable to contracts and purchases of either County, as the Board determines appropriate.

4. Employees. Authority to employ agents or employees and authority to engage in labor negotiations or collective bargaining, in accordance with applicable law. Such employees shall be employees of the Board, regardless of whether the Board provides its own human resources services or contracts with one of the Counties to provide such services.
5. Grants. Authority to apply for, accept, receive, and disburse grants, loans, donations and other assistance from the federal government, state of Minnesota, or any other agency or organization.
6. Debt. Authority to incur and discharge debts, liabilities and obligations, including the authority to issue bonds pursuant to Minnesota and federal law. Any issuance of debt must be approved by a two-thirds (2/3) majority of the Board. In addition to the foregoing powers of the Board:
 - a. Each County upon approval by both County boards (by majority vote or as required by law), is hereby authorized to issue bonds or obligations on behalf of itself and the other County, under any law by which such County may independently issue bonds or obligations, and may use the proceeds of the bonds or obligations to carry out the purposes of the law under which the bonds or obligations are issued, including but not limited to loaning the proceeds thereof to the Board to finance a portion of the cost of the acquisition of the Facility; provided that such loans, bonds or obligations shall be issued only in connection with the Facility and only with the express consent of each County board as to any issue or series of bonds or obligations; and
 - b. To further secure any bonds or obligations issued by a County (the "Issuer County") on behalf of the other County (the "Non-Issuer County"), each such Non-Issuer County shall agree with the Issuer County, subject to applicable law, to pay its proportionate share of the principal and interest on such bonds under this Agreement.
7. Power to Sue and be Sued. Authority to sue and be sued in the Board's name.
8. Annual Budgets. Authority to establish rates and fees associated with the Facility, and to hold and receive revenue, in accordance with the Board-approved budget and the joint activities budget approved by the County Boards.

9. Joint Activities. In addition to the responsibilities associated with ownership and operation of the Facility, the Board shall administer joint solid waste management activities, which shall include but not be limited to:
 - a. Administering a Hauler Rebate program as determined necessary by the Board.
 - b. Conducting waste education and outreach related to reduction, recycling, waste processing and other waste management messages.
 - c. Engaging in educational activities with schools, including Facility tours and other efforts.
 - d. Administering non-residential recycling programs, including BizRecycling and related programs.
 - e. Making plans and conducting research in furtherance of the goals of this Agreement.
 - f. Initiating or administering other joint solid waste management projects on behalf of the Counties, as determined by the Board.

VI. Board Staff, Consultants and Support

- A. Executive Director. The Executive Director is hereby designated as the leader of the R&E organization, overseeing and implementing the vision and strategic direction for the organization. The Executive Director is responsible for management of the organization and its ~~executive~~ Executive team ~~Team, which includes the Deputy Director, Human Resources Manager, Accounting Manager, and Administrative Assistant~~. The Executive Director is responsible for developing organizational goals and monitoring progress toward meeting those goals while ensuring compliance with the Joint Powers Agreement and Bylaws. The Executive Director shall report directly to the R&E Board and ensure the overall vision and direction aligns with the respective county partnerships through the Public Health Directors. The Executive Director shall have such powers and duties as further set out in this Agreement and the Bylaws. ~~The Executive Director shall act in the capacity of the Deputy Director in the Deputy Director's absence.~~
- B. ~~Deputy Director~~ Executive Team. ~~The Executive Team includes~~ The Executive Team shall consist of the Joint Activities Director, Facilities Director, and Administrative Director.... ~~The Deputy Director~~ Executive Team shall report to the Executive Director and ~~serve as a subject matter expert in the solid waste management field with technical understanding of the business and day-to-day Facility operations and oversight of the development and implementation of projects and initiatives. The Deputy Director is responsible for leading, supervising and managing the functions of the leadership team that includes the managers of planning and project management, Joint~~

~~Activities, contracts, and R&E Facility operations. The Deputy Director~~Executive Team shall have such other responsibilities and duties as designated by the Executive Director or the Board. ~~The Deputy Director~~As determined by the Executive Director, a designee from the Executive Team shall act in the capacity of the Executive Director in the absence of the Executive Director. Subject to budgetary parameters established by the Board, the Executive Director shall have the authority and discretion to reconfigure the Executive Team from time to time.

~~C. Joint Leadership Team. For the purpose of facilitating this Agreement and carrying out the various functions of the Board, the Joint Leadership Team is created, which shall be comprised of one staff member from each of the following: the Washington County Department of Public Health, and Environment, Saint Paul—Ramsey County Public Health. The Joint Leadership Team shall perform its duties under the general direction and supervision of the Board. Pending selection of an Executive Director, the Joint Leadership Team shall have the same powers and duties as the Executive Director and Deputy Director as further set out in this Agreement and the Bylaws. The Joint Leadership Team shall cease all functions and dissolve six months after the R&E Board hires an Executive Director and that person begins actively fulfilling the functions and duties described in Section VI.A of this Agreement.~~

~~D. Ramsey/Washington Public Health Advisory Work Group. The Ramsey/Washington Public Health Advisory Work Group is hereby designated to advise the Executive Director and consult on Ramsey/Washington Recycling & Energy matters so as to implement the solid waste management plans of Ramsey and Washington Counties. This advice and consultation includes, but is not limited to, technical assistance, input on Joint Activities, fiscal responsibility and accountability regarding the use of funds provided by the respective counties, and other input to ensure alignment with the mission, vision and values of Ramsey and Washington Counties' solid waste management plans. The Ramsey/Washington Public Health Advisory Group shall consist of the director of Saint Paul—Ramsey County Public Health and the director of Washington County Public Health and Environment. Information exchanged between the Executive Director and the Ramsey/Washington Public Health Advisory Work Group shall be consistent with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13.~~

~~E. Ramsey/Washington Financial Advisory Work Group. The Ramsey/Washington Financial Advisory Work Group is hereby designated to advise the Executive Director and consult on Ramsey/Washington Recycling & Energy financial matters. The Ramsey/Washington Financial Advisory Work Group shall be comprised of one staff member from each of the following: Ramsey County Finance Department and Washington County Accounting & Finance Department and additional representation designated by the Executive Director. Information exchanged between the Executive Director and the Ramsey/Washington Public Financial Advisory Work Group shall be consistent with the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13.~~

~~Third~~Fourth Amended and Restated Ramsey/Washington R&E Board Joint Powers Agreement

~~F.C.~~ Staff. The Board may be supported by a combination of Board staff, County staff, and consultants. As directed by the Board, the Executive Director or his or her designee will hire and supervise Board employees and consultants. Additional direction on staffing, project administration and reimbursement for staffing and other services provided by the Counties may be provided for in the Bylaws.

~~G.D.~~ Fiscal Agent. The Ramsey County Finance Department shall act as the Fiscal Agent on behalf of the Board, performing functions determined appropriate by the Board and subject to the terms of a Fiscal Agent Agreement to be entered by and between Ramsey County and the Board.

~~H.E.~~ Legal Representation. The ~~Ramsey County Attorney's Office and the~~ Washington County Attorney's Office ~~are~~is hereby designated as the attorneys for the Board. Any special legal counsel shall be designated and chosen with the advice of the ~~Ramsey and~~ Washington County Attorney's Offices. ~~The County-county~~ attorneys will be reimbursed for the services provided at the rate established from time to time by ~~each~~the county attorney's office.

~~I.F.~~ Reimbursement for Services. Staffing and other services provided by the Counties to the Board shall be reimbursed as provided in the Board's Facility Budget and/or Joint Activities Budget.

~~J.G.~~ Changes to Administrative Structure. The Counties hereby recognize that changes or additions to the administrative structure created by this Agreement may be necessary during the term of the Agreement. These changes may be made at the discretion of the Executive Director or the Board.

VII. Obligations and Rights of the Counties

- A. Ordinances. Each County agrees to use its best efforts to enforce its respective solid and hazardous waste ordinances.
- B. Waste Haulers. Each County shall properly license waste haulers as required by their respective solid waste ordinances.
- C. Waste Management Service Charges. Each County shall maintain and implement its ordinance requirements that impose on all waste generators a waste management service charge, currently called the County Environmental Charge.
- D. Waste Supply.
 - 1. Delivery Agreements. The Board is authorized to enter into waste delivery agreements for the Facility and may seek to use such agreements to secure waste deliveries.
 - 2. Waste Designation. The Counties agree to coordinate with each other and the Board to amend county Solid Waste Management Plans as necessary to accomplish the goals of this Agreement and prepare a joint Waste

Designation Plan pursuant to Minnesota Statutes §§ 115A.80 to 115A.893. Each County agrees to adopt, implement, maintain and enforce waste designation ordinances. From time to time, each County may seek to amend its waste designation ordinances to respond to changing conditions, capture opportunities to manage waste higher on the State of Minnesota's hierarchy of waste management (as established by Minnesota Statutes § 115A.02), and/or seek to designate additional waste that is allowable but was not initially designated. Such amendments will be coordinated by the Counties.

E. Joint Activities. The Board is authorized to administer the joint solid waste activities set forth in Section V.B.9 and approve an annual joint activities budget that includes funding for such activities during the term of this Agreement.

F. Budgets

1. Facility Budget. A Facility Budget shall be established for the operation and administration of the Facility by the Board. Other than initial contributions from the Counties set forth in Article VIII, it is anticipated that funds for the Facility operations and maintenance will be derived from revenue collected in the normal course of operation of the Facility, including collection of tipping fees. The Board shall establish procedures and policies for managing the Facility Budget in the Bylaws. Costs that shall be included in the Facility Budget include, but are not limited to, operating funds, any operating reserve fund, capital improvements and repairs, administrative costs, and debt service payments.

2. Joint Activities Budget. Project funds existing at the time of the execution of this Agreement, shall be retained by the Board and accounted for in a Joint Activities Budget. The Joint Activities Budget will be drawn upon for Board activities, including the Joint Activities set forth in Section V.B.9. The Counties' fiscal responsibility will be in proportion to the following percentages: ~~73% from Ramsey County and 27% from Washington County.~~

Jan. 7, 2025 – Dec. 31, 2025: 73% from Ramsey County and 27% from Washington County

Jan. 1, 2026 – Dec. 31, 2029: 69% from Ramsey County and 31% from Washington County

Jan. 1, 2030 – Dec. 31, 2039: 68% from Ramsey County and 32% from Washington County

Jan. 1, 2040 – Dec. 31, 2049: 67% from Ramsey County and 33% from Washington County

Jan. 1, 2050 – Dec. 31, 2059: 66% from Ramsey County and 34% from Washington County

It is the intention of the Counties to continue their respective County Environmental Charges for purposes of making their respective contributions to the Joint Activities Budget.

2.3. Accounting and Audits. All Board funds shall be accounted for according to generally accepted accounting principles and any other applicable laws. The Board shall further develop accounting and auditing procedures and requirements in the Bylaws.

VIII. Facility Acquisition. As of the effective date of this Agreement, the Counties are in the process of purchasing the Facility. The Counties agree to undertake certain actions and authorize the Board to take certain actions to facilitate acquisition of the Facility, and transitioning the Facility to public ownership and operation, including, but not limited to, the following:

A. Facility Purchase. The Board is authorized to take necessary actions to close on purchasing the Facility. The Counties agree to cooperate, execute documents, and perform other acts as reasonably necessary to complete the acquisition.

B. Facility Financing. To finance acquisition of the Facility by the Board, the Counties agree to the following financing plan:

1. Each County will make a loan to the Board sufficient to cover its share of the Facility acquisition as determined by the final Asset Purchase Agreement. Ramsey County will contribute 73% (“Ramsey Facility Loan”) and Washington County will contribute 27% (“Washington Facility Loan”) of the funds necessary to complete the purchase of the Facility in sufficient time to effect the transaction.
2. The Board is hereby authorized to use the proceeds of the Ramsey Facility Loan and the Washington Facility Loan to acquire the Facility.
3. Each County shall decide the manner by that it will fund its respective Facility Loan, which may include, but not be limited to, the use of existing cash reserves, the issuance of bonds and use of the bond sale proceeds, or a combination thereof. For the avoidance of doubt, a combination may include a cash payment that is replaced with the proceeds from a bond sale taking place after the acquisition of the Facility.
4. The Board shall be obligated to repay the County Facility Loans on terms and conditions that match, or are otherwise consistent with, any terms and conditions of any bonding Ramsey County may elect to use to fund its Facility Loan. Repayment by the Board will be made on a pro-rata basis to each County based on its respective Facility Loan percentages described above. Payments will be made from and included in the Facility Budget.

- C. Capital Contributions. The Counties agree to make contributions to the Board for initial Facility capital expenditures in an amount to be determined by the Board. The total capital contribution will be 73% by Ramsey County and 27% by Washington County for this purpose. The Counties agree to make their respective capital contributions within thirty (30) days of receiving notice from the Board of its determination of the amount of the capital contribution.

- D. Operating Reserve Fund. As part of the Facility Budget, the Board shall create an operating reserve fund to at least maintain essential Facility operations, second to make any required debt or obligations payments to third parties, and third to make any debt or obligations payments required to Ramsey or Washington Counties. The Bylaws shall outline the scope and size of the operating reserve fund. Upon recommendation by the Board to the Counties, each County agrees to commit or hold sufficient funding for the operating reserve fund. The Counties' respective contributions to establish the operating reserve fund shall be ~~73% from Ramsey County and 27% from Washington County~~consistent with Section VII.F.2 of this Agreement. The Bylaws shall also provide a process to release the Counties from the obligation to hold funding for the operating reserve fund, and to pay back any operating reserve funds transferred to the Board, as an enterprise reserve fund is created and funded.

- E. Enterprise Reserve Fund. As part of the Facility Budget, the Board shall create an Enterprise Reserve Fund that will replace the Operating Reserve Fund over a time period specified in the Bylaws. The purpose of the Enterprise Reserve Fund is, first, to at least maintain essential Facility operations; second, to make any required debt or obligations payments to third parties; and, third, to make any debt or obligations payments required to Ramsey or Washington Counties. The Bylaws shall outline the scope and size of the Enterprise Reserve Fund.

IX. Other Provisions

- A. Liability and Insurance
 - 1. Separate Public Entity. The Board shall be considered a separate and distinct public entity to which the Counties have transferred all responsibility and control for actions taken pursuant to this Agreement. The Board shall comply with all laws and rules that govern a public entity in the State of Minnesota and shall be entitled to the protections of Minnesota Statutes Chapter 466.

 - 2. Insurance. The Board shall obtain and maintain such insurance as will protect the Board against risk of loss or damage to the Facility and against claims that may arise or result from the maintenance and use of the Facility, and which will support indemnification of the Counties as provided in this Agreement and as determined by the Board. Such insurance may include as applicable workers' compensation insurance, general liability insurance, environmental liability insurance, automobile

insurance for vehicles and general liability insurance for bodily injury, personal injury and property damage to the Board and County officials, employees and agents in the performance of duties arising from the Agreement, errors and omissions insurance, and such other insurance as the Board deems appropriate.

3. Indemnification and Liability of Board.

- a. The Board will indemnify, defend and hold harmless the Counties, their agents, commissioners and employees from all claims, damages, losses, demands, actions or causes of action, lawsuits, liabilities, costs and expenses, including reasonable attorney's fees and expenses, whatsoever arising out of any act or omission on the part of the Board or its contractors, subcontractors, partners, agents, or employees in relation to operation and management of the Facility.
- b. Any claims settled or judgments rendered against the Board subsequent to termination of this Agreement, and not otherwise covered by insurance, shall be apportioned between the Counties according to the percentages outlined in Section VII.F.2 of this Agreement, including but not limited to worker's compensation claims, unemployment insurance claims, tort claims, contract claims or civil rights actions.

B. Counties' Relationship

1. Other Agreements. Upon the Effective Date, this Agreement shall supersede all former joint powers agreements related to the Project between the Counties and all prior joint powers agreements shall be terminated.
2. Amendment. This Agreement may be amended upon agreement in writing of the two County Boards.
3. Termination. This Agreement may be terminated by mutual agreement of both Counties. Upon termination of this Agreement:
 - a. any remaining financial obligations shall continue until discharged by law, this Agreement, or any other agreement;
 - b. the Board shall immediately commence winding up its affairs;
 - c. the Board shall arrange to sell, transfer, or otherwise dispose of the Facility and related assets held by the Board for fair market value;

- d. any proceeds from the sale of the Facility and related assets shall be distributed in the following order:
 - (1) first to repay any outstanding debt due by the Board to third parties;
 - (2) second as pro-rata payments to each County until each county's Facility Loan is repaid in full; and
 - (3) third to each County in the proportions set forth in VII.F.2.
 - e. all remaining property of the Board shall be returned to the County providing the property or distributed to the Counties in the proportions set forth in VII.F.2. of this Agreement; and
 - f. following disposal of the Facility, any remaining liabilities shall be distributed in the proportions set forth in set forth in VII.F.2. of this Agreement.
- C. Dispute Resolution. In the event of a dispute arising under this Agreement, the Counties agree to attempt to resolve their dispute by following the process described below:
- 1. A County shall provide written notice to the other County describing the perceived conflict, positions, and underlying reasons.
 - 2. The other County shall provide written response to the notice within seven (7) days of receipt of the notice.
 - 3. The Counties shall meet within 14 days of receipt of response with a neutral facilitator. The neutral facilitator will be a representative from the Minnesota Office of Collaboration and Dispute Resolution. Costs of such facilitator shall be shared equally by all parties to the dispute.
 - 4. At the first meeting, the neutral facilitator will assist the Counties in identifying the appropriate parties and participants in the dispute resolution process, their concerns, a meeting agenda and design for any subsequent meetings. The Counties shall agree on a process for resolving the problem that would involve additional negotiations, mediation, or arbitration.
 - 5. In developing the process, the Counties will be guided by the following principles:
 - a. The parties will attempt in good faith to reach a negotiated settlement.

- b. The parties agree that there must be fair representation of the parties directly involved in the dispute.
 - c. The parties will use legal proceedings as a last resort.
 - d. In the event the parties are unable to resolve the dispute, each party retains all rights, remedies or defenses it had prior to entering the process.
- D. Notices. All notices or other communication required or permitted herein shall be in writing and shall be delivered personally or sent by express, registered or certified mail, return receipt requested. Notices delivered personally or by express mail shall be considered given when received. Notices sent by registered or certified mail shall be considered given two (2) business days after deposit in the United States mail, postage prepaid, addressed to the person to receive such notice. Notices shall be addressed to:
- Ramsey County:
- | | |
|---|--|
| Ramsey County Board Chair
220 Court House
15 West Kellogg Blvd.
St. Paul, MN 55102 | with a copy to the Ramsey County
Attorney |
|---|--|
- Washington County:
- | | |
|--|--|
| Washington County Board Chair
Washington County Government
Center
14949 62nd Street North
Stillwater, MN 55082 | with a copy to the Washington County
Attorney |
|--|--|
- Board:
- | | |
|---|--|
| Ramsey/Washington Recycling and
Energy Board Chair
100 Red Rock Road
Newport, MN 55055 | with a copy to the Ramsey County
Attorney and the Washington County
Attorney |
|---|--|
- E. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota.
- F. Counterparts. This Agreement may be executed in counterparts, each of which shall have the effect of and be considered as an original of this Agreement.

~~Third~~ Fourth Amended and Restated Ramsey/Washington R&E Board Joint Powers Agreement

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties have caused this agreement to be executed as of the dates below.

**APPROVED:
RAMSEY COUNTY**

BY: _____
Chair, County Board

DATE: _____

BY: _____
County Manager

Date: _____

Resolution No. _____

APPROVED AS TO FORM:

BY: _____
Assistant Ramsey County Attorney

DATE: _____

**APPROVED:
WASHINGTON COUNTY**

BY: _____
Chair, County Board

DATE: _____

BY: _____
County Administrator

Date: _____

APPROVED AS TO FORM:

BY: _____
Assistant Washington County Attorney

DATE: _____

~~Third~~Fourth Amended and Restated Ramsey/Washington R&E Board Joint Powers Agreement

December 2006. Joint Powers Agreement (JPA) for Resource Recovery Project adopted.


September 22, 2015. Amended and Restated Ramsey/Washington Recycling and Energy Board JPA adopted.

November 19, 2019. Amendment #1 to JPA approved by Washington County Board of Commissioners (Resolution 2019-124) and by Ramsey County Board of Commissioners (Resolution B2019-266). Amendment changed Section VIII, part D – Release obligation to hold Operating Reserve Fund and added Section VIII, part E – Create Enterprise Reserve Fund.

August 2, 2022. Amendment #2 to JPA approved by Washington County Board of Commissioners (Resolution 2022-081) and by Ramsey County Board of Commissioners (Resolution B2022-180).

July 18, 2023. Amendment #3 to JPA approved by Washington County Board of Commissioners (Resolution 2023-9890) and by Ramsey County Board of Commissioners (Resolution B2023-319).

[xxxx, 2024. Amendment #4 to JPA approved by Washington County Board of Commissioners \(Resolution 2024-xxxx\) and by Ramsey County Board of Commissioners \(Resolution B2024-xxx\).](#)



Population and MSW Projections

Ramsey/Washington Recycling & Energy

August 19, 2024



Authors

Jennefer Klennert
Amanda Erickson
Jordan Kaska
Brian Miller

Population and MSW Projections

Background

The Recycling & Energy (R&E) Center manages over 450,000 tons per year of mixed municipal solid waste (MSW) from all residents and businesses of Ramsey and Washington counties. As the population and number of businesses in the two counties change over time, it is important for R&E to understand and anticipate the expected change in the population and amount of MSW to be managed at the R&E Center. This memo and associated workbook provide historical and projected population change in the two counties (East Metro) and the associated trash in the coming years to be managed by R&E.

450,000 tons

per year of mixed municipal solid waste (MSW) is managed by the R&E Center

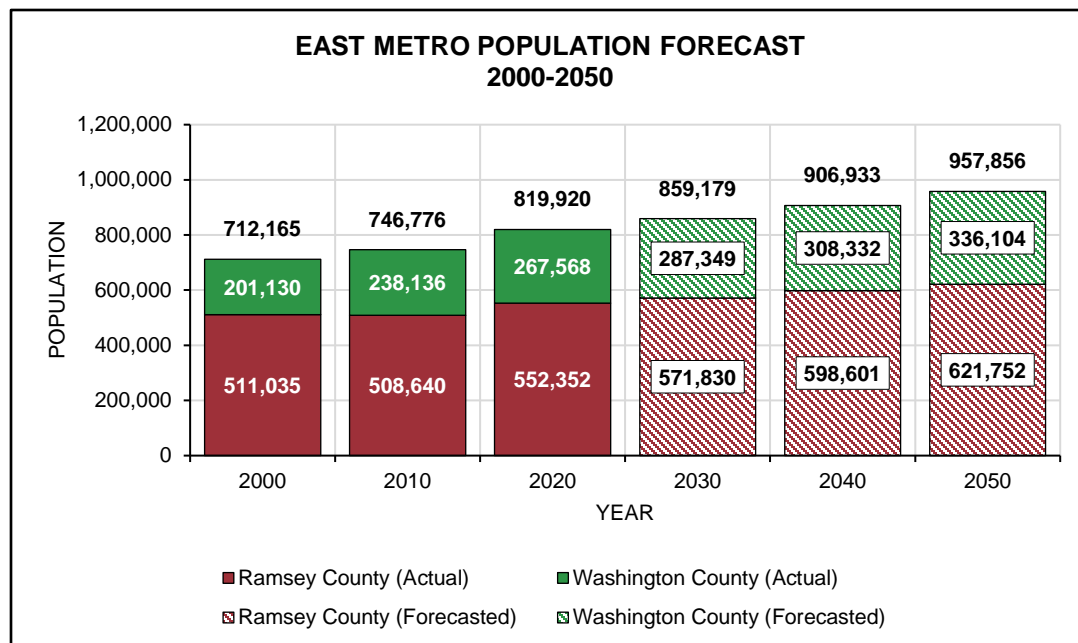
Ramsey County describes itself as a bustling, thriving and growing community and notes that residents are flocking to the county for the quality of life, and entrepreneurs and developers are leveraging this growth to start businesses.ⁱ As of 2020 Ramsey County's population is just over 550,000 residents and has decreased slightly over the last couple of years, but is projected to increase to approximately 620,000 by 2050.

Washington County notes that it retains its rural atmosphere while also being home to significant population growth in recent years in some cities with the spread of highly developed urban areas. Washington County has diverse land use including developed economic bases in some cities, agricultural uses, office and retail complexes, lakeshore communities and residential neighborhoods.ⁱⁱ As of 2020, the population in Washington County is just over 265,000 residents and is projected to grow to approximately 336,000 residents by 2050.ⁱⁱⁱ

Based on the Metropolitan Council's (Met Council) data, the population in Ramsey County is anticipated to grow by 12.8% between 2023 and 2050 while the population of Washington County is anticipated to grow by 22.4% over this same timeframe. The two counties together as the East Metro are anticipated to exceed 955,000 people by 2050, growing collectively by 16% relative to 2023.^{iv}

Between 2023 and 2050, **Ramsey County's** population is anticipated to **grow 12.8%** and **Washington County's** population is anticipated to **grow 22.4%**.

Figure 1: East Metro Population Forecast, Met Council Projections



In 2020, the population across the East Metro was distributed with **67%** of the population in **Ramsey County** and **33%** of the population in **Washington County**. Based on the population forecast, in 2050 it is anticipated that **65%** of the population will be in **Ramsey County** and **35%** of the population will be in **Washington County**.

As of spring 2024, the number of businesses operating in Ramsey County is approximately 20,651 and the number of businesses operating in Washington County is approximately 7,991 for a total of 28,642 businesses. The number of businesses was determined by using the North American Industry Classification System (NAICS). The United States Census Bureau identified the number of business employer establishments in 2021 and identified 13,624 employer establishments in Ramsey County and 6,243 in Washington County for a total of 19,867 establishments.^v

Approximately
28,642 businesses
operate in the East Metro

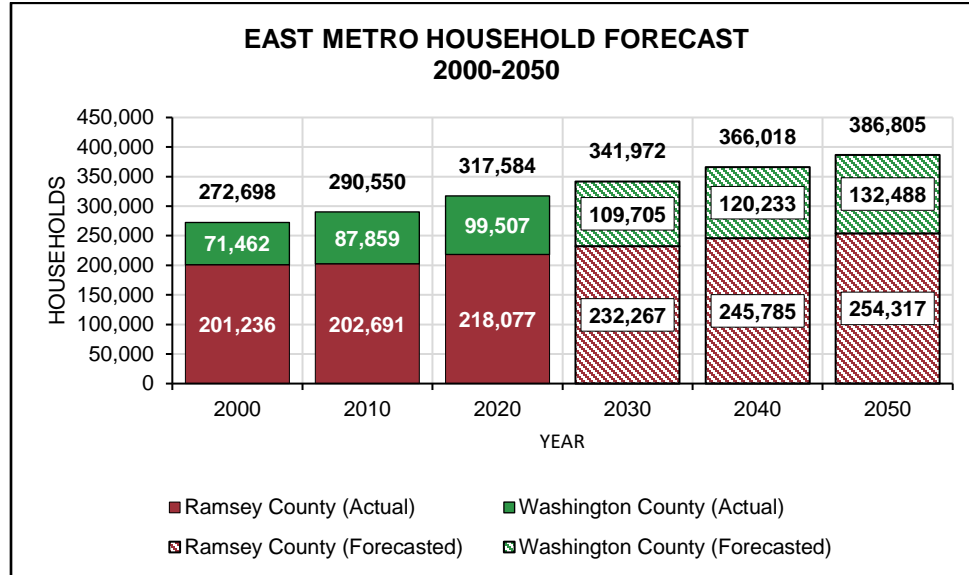
Data Sources

Population

Population data and projections for the two counties utilized available data from Met Council Annual Population Estimates,^{vi} Thrive MSP 2040,^{vii} and the United States Census Bureau.^{viii} Given the importance of households in residential waste generation, population was estimated through the number of households. Historical household data was used from the Met Council, and forecasted household data

through 2050 was used from the Met Council projections. The household forecast data was available for every 10 years including 2020, 2030, 2040, and 2050. Annual values were estimated by interpolating between each 10-year interval forecasted.

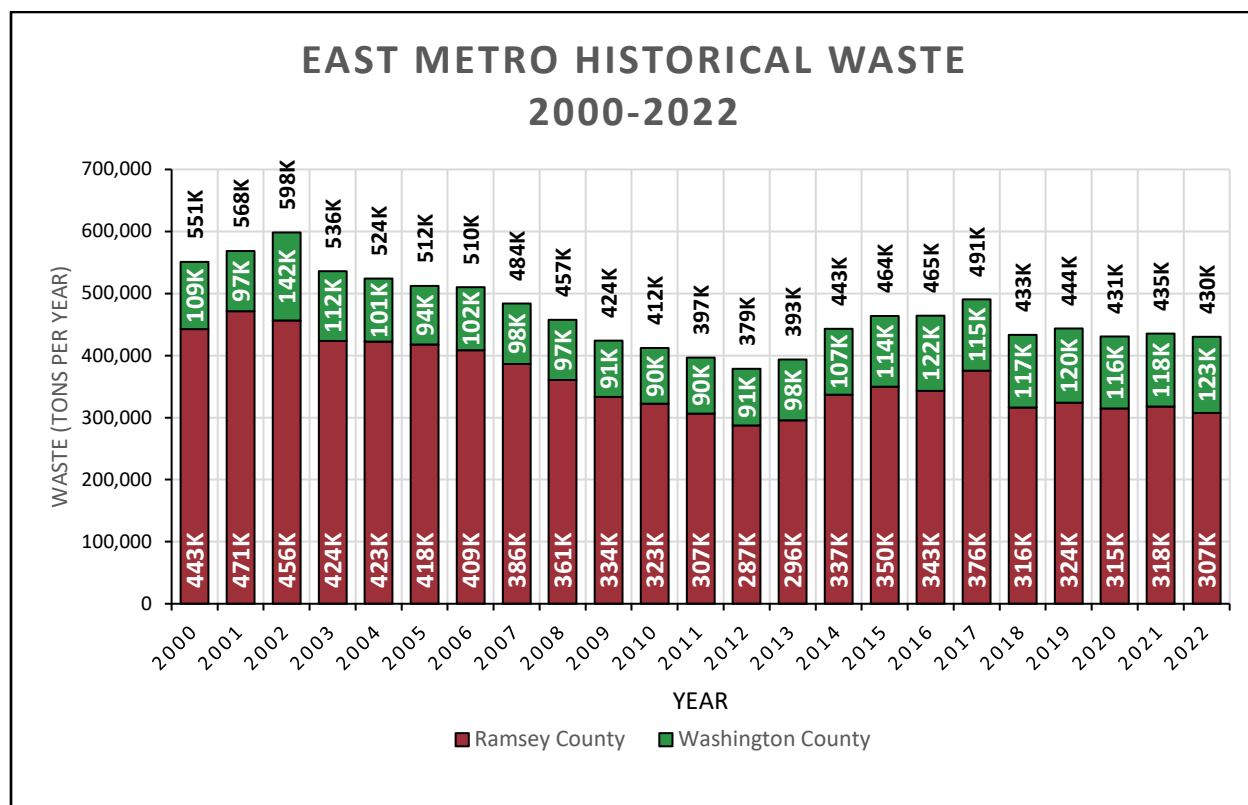
Figure 2: East Metro Household Forecast, Met Council Projections



MSW

The Minnesota Pollution Control Agency’s (MPCA) Select Committee on Recycling and the Environment (SCORE) annual report includes information submitted by each county regarding solid waste activities. The report defines MSW as “garbage, refuse, and other solid waste from residential, commercial, industrial, and community activities that the generator of the waste aggregates for collection. It includes common materials found in household and commercial garbage such as packaging materials, containers, food discards, plastic, paper, etc.”^{ix} Annual MSW information is available for both counties from 1991 through 2022. Only MSW data was used for this memo as that is the material managed at the R&E Center. While the total amount of MSW for 2023 was available through the R&E Annual Report,^x it was excluded from the analysis since the final population and employment numbers for 2023 are not yet available from SCORE at the county level.

Figure 3 East Metro Historical MSW, SCORE Data



Businesses

Understanding the number of businesses operating in the East Metro will provide important information to R&E as they continue to manage MSW from businesses in both counties. The current number of businesses operating in both counties was determined using the North American Industry Classification System (NAICS). The United States Census Bureau NAICS is the standard used by federal agencies in classifying business establishments for data related to the economy and allows for comparison of business statistics across North America.^{xi} The following codes were included from both counties to determine the total number of businesses in the East Metro.^{xii}

- Agriculture, Forestry, Fishing & Hunting
- Mining
- Utilities
- Construction
- Manufacturing
- Wholesale Trade
- Retail Trade
 - Motor Vehicle & Parts Dealers
 - Furniture & Home Furnishings Stores
 - Electronics & Appliance Stores
 - Building Material & Garden Equipment & Supplies Dealers
 - Food & Beverage Stores
 - Health & Personal Care Stores
 - Gasoline Stations
 - Clothing & Clothing Accessories Stores
 - Sports Goods, Hobby, Book, & Music Stores
 - General Merchandise Stores
 - Miscellaneous Stores Retailers
 - Non-store Retailers

- Transportation & Warehousing
- Information
- Real Estate, Rental & Leasing
- Professional, Scientific & Tech Services
 - Legal Services
- Finance & Insurance
 - Central Bank/Credit Intermediation & Related Activities
 - Securities, Commodity Contracts & Other Financial Investments & Other Related Activities
 - Insurance Carriers & Related Activities; Funds, Trusts & Other Financial Vehicles
- Management of Companies & Enterprises
- Administrative & Support & Waste Management & Remediation Services
- Educational Services
- Health Care & Social Assistance
- Arts, Entertainment & Recreation
- Accommodation & Food Services
 - Accommodation
 - Food Services & Drinking Places
- Other Services (except Public Administration)
 - Automotive Repair & Maintenance
- Public Administration
- Unclassified Establishments

Given businesses are another generator of waste, the analysis used historical and forecasted employees within the East Metro to proxy the growth in businesses. Employment data was available annually from 2000 to 2022 from the Minnesota Department of Employment and Economic Development’s Quarterly Census of Employment and Wages.^{xiii} Projections for the two counties utilized available data from the Met Council Preliminary Local Forecasts Scenario and Thrive MSP 2040.

Date Note: Data on the Business Summary report is calculated using Esri’s Data¹ (geographic information system software, location intelligence and mapping) allocation method which uses census block groups to allocate business summary data to custom areas.

Results

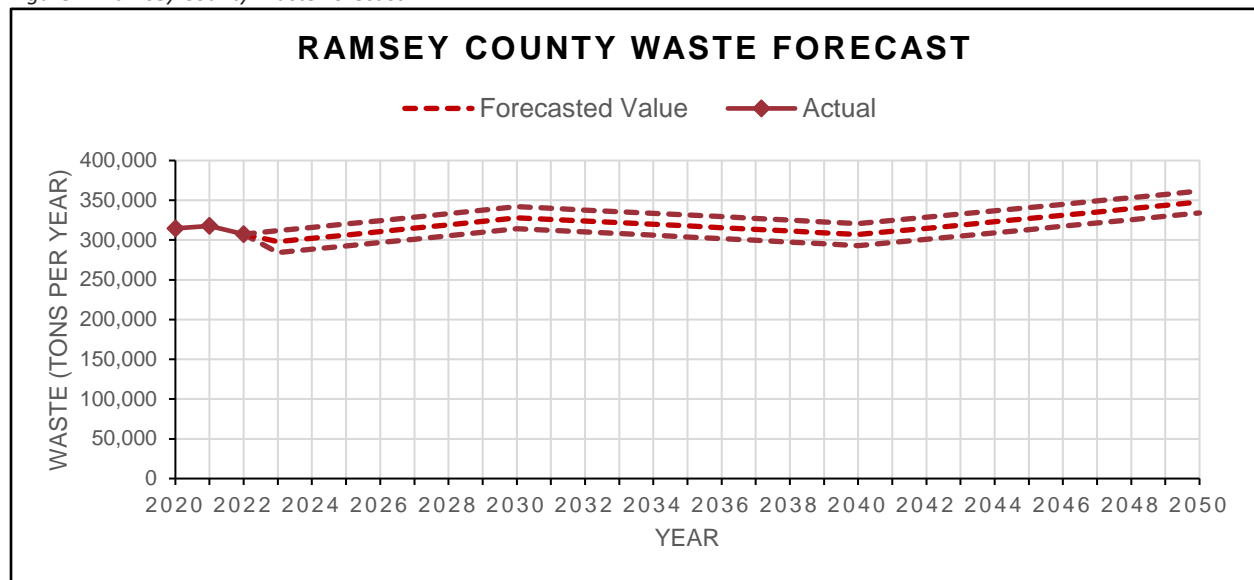
Waste generation predictions were determined using the relationship between the number of households and employment. More details about the methodology can be found in Appendix A. Using that relationship, based on the employment and household forecasts, annual waste generation was predicted by county. Given the uncertainty in future volumes, the analysis applied an 80% confidence interval to provide an upper and lower bound for the estimates.

By 2050, based on the Metropolitan Council forecasts, Ramsey County is anticipated to generate 348,000 tons of waste, representing an average annual growth rate of 0.44% per year. The forecast of waste shows inflection points around 2030 and 2040 because the forecasted data for households and employment is available every 10 years, at which point the anticipated growth rates for households and employment change. Since the forecasted model predicted a negative relationship between households and waste, and a positive relationship between employment and waste, when employment grows faster than households, there is upward pressure on waste generation. Additionally, when households grow faster than employment, there is downward pressure on waste generation. While intuitively households and businesses both produce waste, households are easily able to divert more material into alternative streams, such as recycling, which are excluded from the analysis. With greater diversion rates, average waste per household can decrease, as shown in Figure 7. From the Met Council forecasts, there is significant softening in the employment growth rate between 2030 and 2040, before employment growth rebounds between 2040 and 2050, driving the change in the interim years shown in Figure 4.

Table 1: Ramsey County Forecasted Household and Employment Average Annual Growth Rates, 2023-2050

Ramsey County	2023-2030	2031-2040	2041-2050
Average Household Growth Rate	0.63%	0.57%	0.34%
Average Employment Growth Rate	0.82%	0.27%	0.56%

Figure 4: Ramsey County Waste Forecast

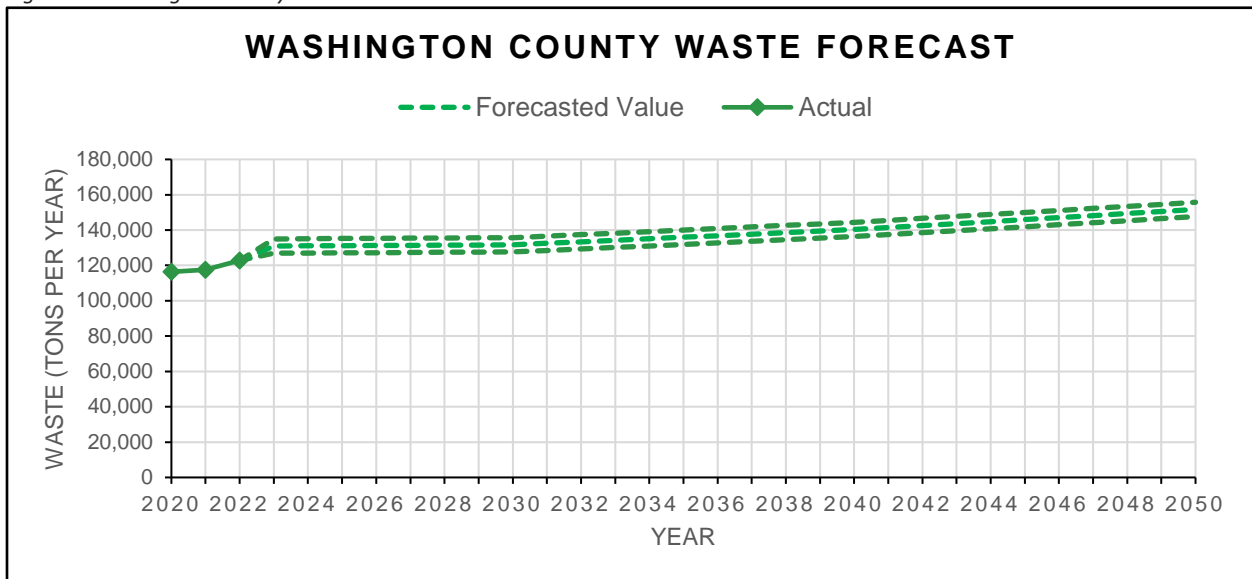


Washington County’s waste volumes are expected to grow to 151,000 tons by 2050, which represents an average annual growth rate of 0.76% between 2022 and 2050. Unlike Ramsey County, Washington County is expected to continue to grow with rising average annual growth rates for both employment and households between 2023 and 2050. Similar to Ramsey County though, the model establishes a negative relationship between households and waste and a positive relationship between employment and waste. In the near term, the household growth rate outpaces the employment growth rate. Beyond 2030, the gap between employment growth and population growth reduces significantly which accounts for the greater slope in the forecast between 2030 and 2050.

Table 2: Washington County Forecasted Household and Employment Average Annual Growth Rates, 2023-2050

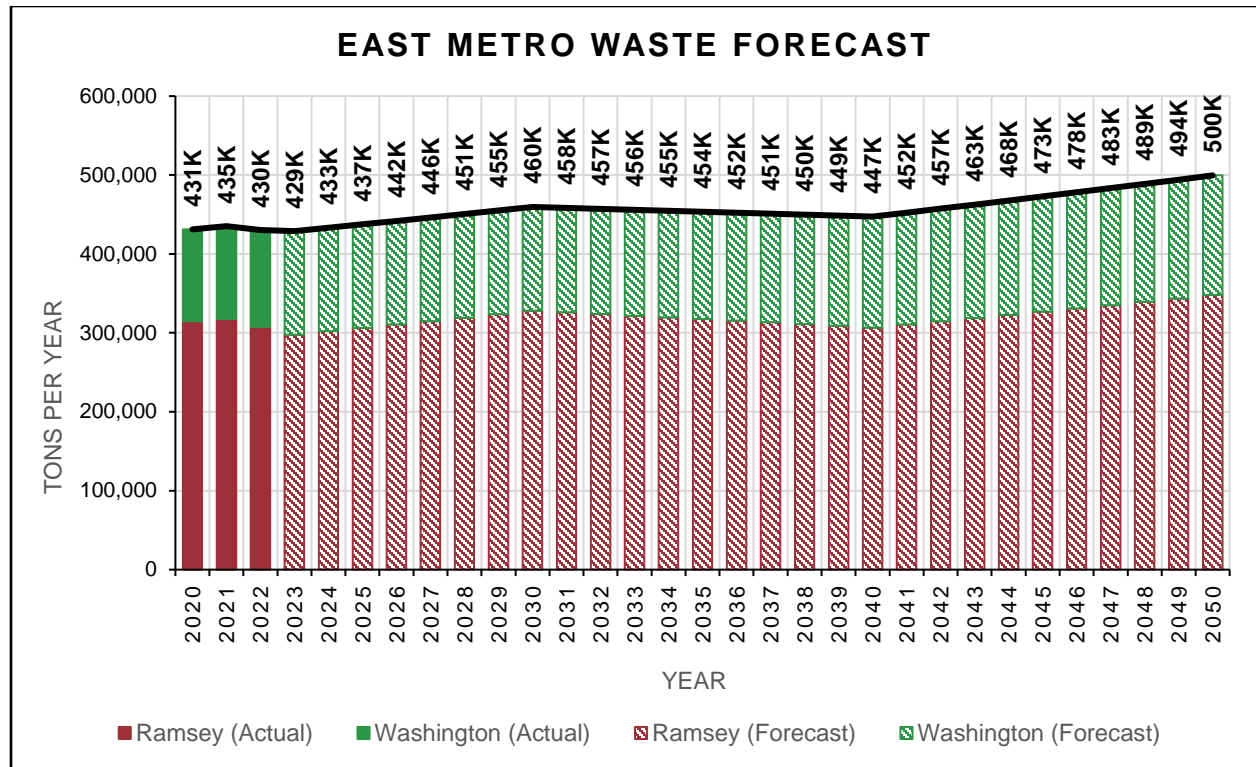
Washington County	2023-2030	2031-2040	2041-2050
Average Household Growth Rate	0.77%	0.92%	0.98%
Average Employment Growth Rate	0.45%	0.80%	0.89%

Figure 5: Washington County Waste Forecast



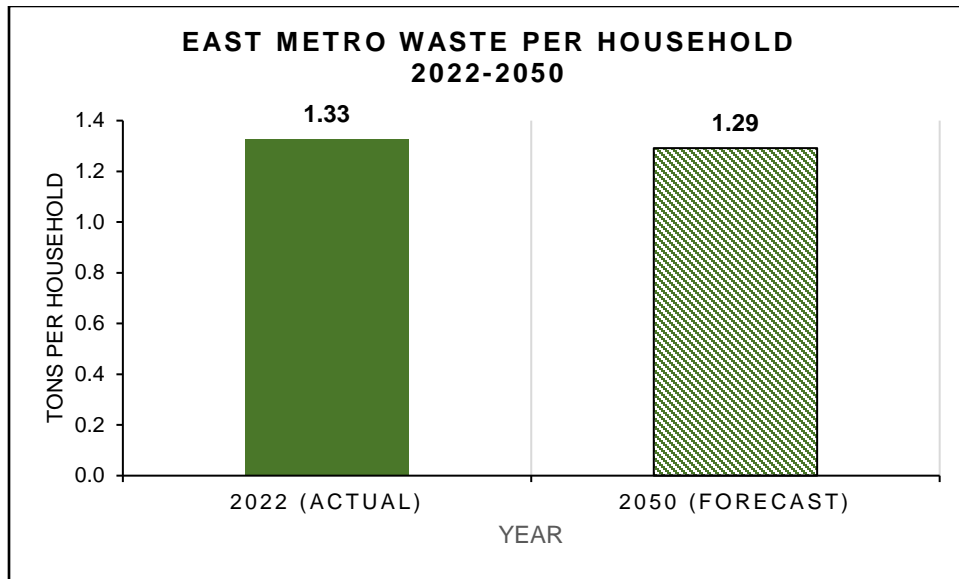
Combined, the R&E Center is anticipated to receive 500,000 tons of MSW by 2050, a 70,000 ton increase over current volumes received. This represents an average annual growth rate in MSW tons of 0.54% per year.

Figure 6: East Metro Waste Forecast



Overall waste per household is anticipated to slightly decrease over time. Currently, the average waste per household within the East Metro is 1.32 tons per household per year. By 2050, the average waste per household is expected to decrease to 1.29 tons per household, which is nearly a 3% reduction from current levels. Waste per household is calculated by dividing total projected MSW by the anticipated number of households. Waste generated by businesses is not separated out in this simple calculation and is included in the per household calculation.

Figure 7: East Metro Waste per Household, 2022-2050



It is important to note that many changes can occur over time, including policy changes which may influence behavior change in the future. Additionally, actual changes in employment or households may differ from the projections being used. We recommend revisiting the analysis in the future for periodical updates.

Appendix A: Methodology

Based on the available data, several models were used to determine how well the historical number of households and employment predicted waste generated. Comparing several models, the analysis explored separate relationships for each county between 2000 and 2022. The models examined confirmed both employment and households were statistically significant at the 1% level and identified a relationship that predicted the vast majority of the variation in historical waste generation.

Figure 8: Ramsey County Comparison of Actual Historical Waste Volumes and Predicted Waste Volumes

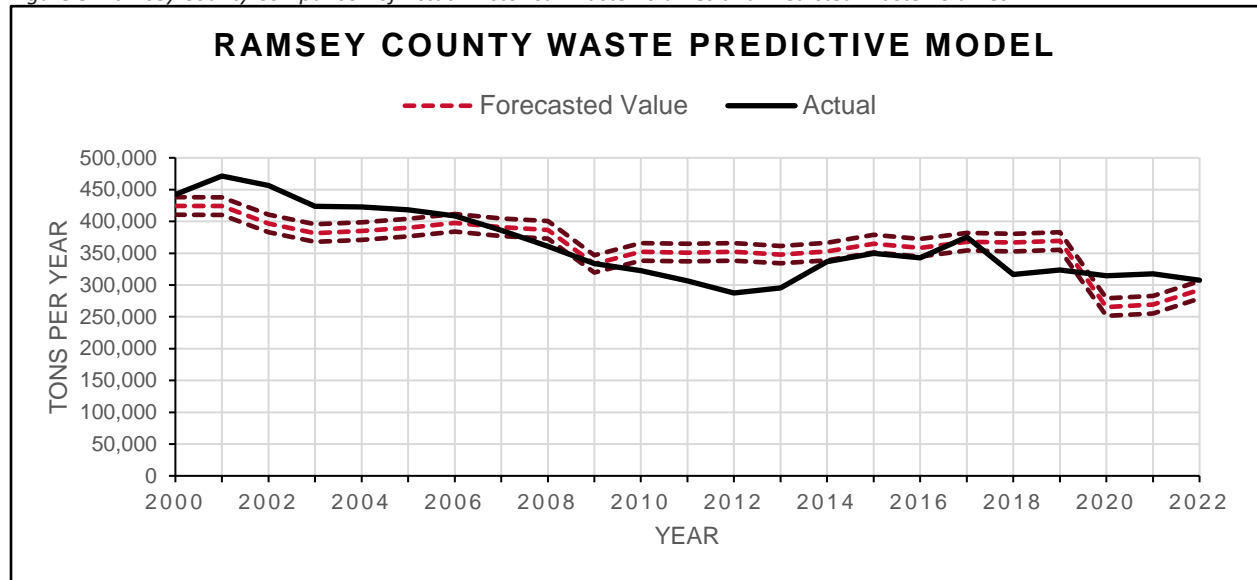
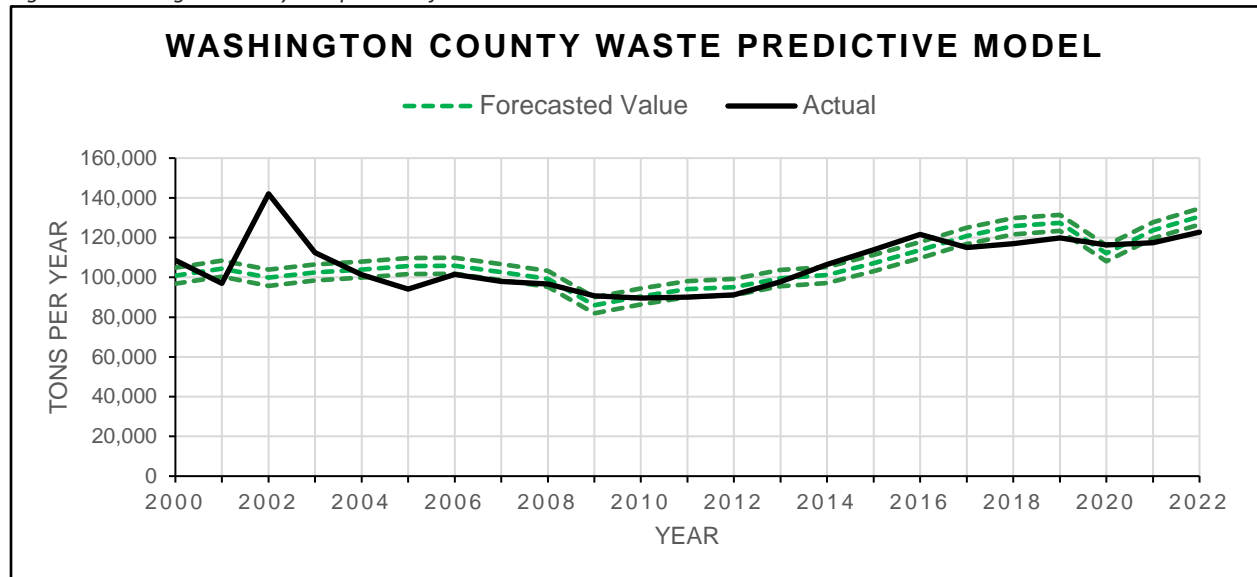


Figure 9: Washington County Comparison of Actual Historical Waste Volumes and Predicted Waste Volumes



Footnotes

- ⁱ Inclusive Growth and Prosperity, <https://www.ramseycountymeansbusiness.com/>
- ⁱⁱ County History, <https://www.co.washington.mn.us/102/County-History>
- ⁱⁱⁱ Demographics, <https://www.co.washington.mn.us/93/Demographics>; 2050 Preliminary Local Forecasts, <https://metrocouncil.org/Data-and-Maps/Research-and-Data/Thrive-2040-Forecasts/2050-Preliminary-Local-Forecasts.aspx>
- ^{iv} 2050 Preliminary Local Forecasts, <https://metrocouncil.org/Data-and-Maps/Research-and-Data/Thrive-2040-Forecasts/2050-Preliminary-Local-Forecasts.aspx>
- ^v QuickFacts, Businesses, <https://www.census.gov/quickfacts/fact/table/washingtoncountyminnesota,ramseycountyminnesota,US/HSD310222>
- ^{vi} Metropolitan Council Annual Population Estimates, <https://metrocouncil.org/Data-and-Maps/Research-and-Data/Annual-Population-Estimates.aspx>
- ^{vii} Thrive MSP 2040, <https://metrocouncil.org/Planning/Thrive-2040.aspx>
- ^{viii} United States Census Bureau, Total Population Ramsey & Washington County, <https://data.census.gov/all?q=ramsey%20county%20mn%20population> & <https://data.census.gov/all?q=washington%20county%20mn%20population>
- ^{ix} 2022 SCORE Report, <https://public.tableau.com/app/profile/mpca.data.services/viz/2022SCOREReport/2022SCOREreport?publish=yes>
- ^x Ramsey/Washington Recycling & Energy 2023 Annual Report, <https://recyclingandenergy.org/2023-annual-report/>
- ^{xi} North American Industry Classification System, <https://www.census.gov/naics/>
- ^{xii} Source: Esri-Data Axle, ACS, Esri on 5-13-2024
- ^{xiii} Quarterly Census of Employment and Wages (QCEW), Minnesota Employment and Economic Development, <https://hdrinc.sharepoint.com/:f:/r/teams/SolidWastePlanning/Shared%20Documents/Recycling%20and%20Energy%20Board/Waste%20101%20%26%20General%20Info/MSW%20Projects%202024?csf=1&web=1&e=Th3gTZ>



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

R&E BOARD MEETING DATE:	09-26-2024			AGENDA ITEM:	VI.a			
SUBJECT:	Recognition of Jody Tharp							
TYPE OF ITEM:	<input type="checkbox"/>	INFORMATION	<input type="checkbox"/>	POLICY DISCUSSION	<input checked="" type="checkbox"/>	ACTION	<input type="checkbox"/>	CONSENT
SUBMITTED BY:	Trista Martinson, R&E Executive Director							

R&E BOARD ACTION REQUESTED:

Approve resolution recognizing Jody Tharp for her service to Ramsey/Washington Recycling & Energy Board.

EXECUTIVE SUMMARY:


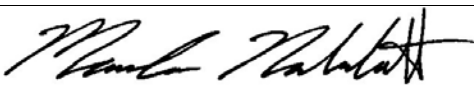

Recognition of Jody Tharp for her outstanding service to the R&E Board as she enters her retirement.

ATTACHMENTS:

1. Draft Resolution (R&EB-2024-20)

FINANCIAL IMPLICATIONS:

None.

AUTHORIZED SIGNATURES	DATE
R&E EXECUTIVE DIRECTOR 	09-20-2024
RAMSEY COUNTY ATTORNEY 	09-20-2024
WASHINGTON COUNTY ATTORNEY 	09-20-2024



RESOLUTION R&EB-2024-20
Recognition of Jody Tharp

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, Ramsey and Washington Counties (the “Counties”) have committed to continue to protect and ensure the public health, safety, welfare and environment of each County’s residents and businesses through sound management of solid and hazardous waste generated in each County; and

WHEREAS, The R&E Board provides solid waste services to all residents, businesses and institutions in the Counties; and

WHEREAS, The R&E Board focuses on the resource value of trash and opportunities presented by increased source separation of recyclables and the addition of new technology to recover value out of trash in the East Metro, while diverting as much as possible from landfills and meeting and exceeding the state’s recycling goals; and

WHEREAS, Jody Tharp’s commitment and diligence allowed R&E to transition the board meeting administration process from Ramsey County to R&E, greatly simplifying the process.

WHEREAS, On behalf of the R&E Board, Jody Tharp has served in an administrative role supporting the board of commissioners for over 5 years, ensuring that commissioners and staff were well-informed, highly organized and appropriately scheduled; and

WHEREAS, Through her outstanding communication, organization and flexibility, Tharp facilitated the success transition of R&E Board meetings from the Ramsey County Library in Maplewood to remote online meetings during the COVID-19 pandemic, back to the Ramsey County Public Health conference room in a hybrid format and ultimately to a fully in-person format; and

WHEREAS, Tharp has contributed immensely to the internal work culture of R&E of inclusion, support and camaraderie and will be greatly missed as a valued member of the R&E family. Her genuine kindness, calm and patient demeanor has been a steadying force during times of change and transition throughout her tenure. NOW, THEREFORE, BE IT

RESOLVED, The R&E Board hereby expresses its profound gratitude to Jody Tharp for her outstanding public service and her commitment to supporting the R&E Board in their mission to enhance public health and the environment by creating value from waste through partnerships.

Fran Miron, Board Chair
 September 26, 2024

Attest, September 26, 2024



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

R&E BOARD MEETING DATE:	September 26, 2024			AGENDA ITEM:	VI.c			
SUBJECT:	Personnel Complement Addition							
TYPE OF ITEM:	<input type="checkbox"/>	INFORMATION	<input type="checkbox"/>	POLICY DISCUSSION	<input checked="" type="checkbox"/>	ACTION	<input type="checkbox"/>	CONSENT
SUBMITTED BY:	Trista Martinson, R&E Executive Director							

R&E BOARD ACTION REQUESTED:

1. Authorize the addition of 1.0 full-time equivalent (FTE) to the Ramsey/Washington Recycling & Energy (R&E) personnel complement for the position of strategic partnerships manager.
2. Approve the salary schedule for the strategic partnerships manager position.

EXECUTIVE SUMMARY:

The Amended and Restated Joint Powers Agreement provides for employment of staff by R&E. The board’s bylaws provide specific direction on employees, including direction to the executive director to hire and supervise staff and to develop employee policies for R&E staff.

R&E’s mission is “Enhancing public health and the environment by creating value from waste through partnerships.” In developing and maintaining those partnerships, we can more effectively continue efforts to move waste up the waste hierarchy and to explore and implement technologies to extract additional recyclables from trash and to produce bio-based fuels or chemicals.

In keeping with our mission, R&E has continued its effort to invest in the future through partnering with private organizations to build an anaerobic digestion (AD) facility to process food scraps and other organic material. An integral part of that process involves securing funding. R&E and its partners have been diligently working to identify, apply for and secure grant opportunities. Beyond AD, R&E will benefit from grant funding opportunities well into the future. Grant management work continues beyond submitting applications, with grant reporting and the work to ensure ongoing compliance with grant requirements. R&E currently does not have staff dedicated to grant management work.

Another area vital to R&E’s continued success is the identification of R&E’s priorities for advocacy and the coordination, development and implementation of R&E’s state and federal legislative platforms.

In assessing R&E’s capacity in the aforementioned areas, Trista Martinson, R&E’s executive director, has identified the need for a strategic partnerships manager. This position would manage important relationships with private and public partners, manage the grant process, manage government affairs and represent R&E staff on the Partnership on Waste & Energy. The addition of this position will help further R&E’s role as a national leader in solid waste management and continue its success in accomplishing its and the State’s goals related to waste management.

The salary schedule was created considering the scope of work and through looking at comparable jobs in the local market. R&E’s executive director is recommending the R&E Board approve the strategic partnerships manager salary schedule and the addition of 1.0 FTE for this position.

SUBJECT: *Personnel Complement Increase*

ATTACHMENTS:

1. Draft Resolution (R&EB-2024-17)
2. Strategic Partnerships Manager Job Description
3. Strategic Partnership Manager Compensation Plan

FINANCIAL IMPLICATIONS:

Funds for this position are available in the Joint Activities Budget.

AUTHORIZED SIGNATURES	DATE
R&E EXECUTIVE DIRECTOR	9/12/24
	
RAMSEY COUNTY ATTORNEY	9/17/24
	
WASHINGTON COUNTY ATTORNEY	9/17/24
	



RESOLUTION R&EB-2024-17
Personnel Complement Addition

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’s bylaws provide specific direction on employees, including direction to the executive director to hire and supervise staff, and to develop employee policies for R&E Board staff; and

WHEREAS, R&E’s work to enhance public health and the environment requires technological advances and the development and maintenance of partnerships; and

WHEREAS, The executive director has identified the need for additional staff capacity to manage grant processes to assist with funding of new technology and public and private partnerships to help further R&E’s mission; and

WHEREAS, The executive director is recommending the addition of a strategic partnerships manager to the R&E personnel complement to address the gap in staff capacity. NOW, THEREFORE, BE IT

RESOLVED, The R&E Board hereby authorizes the addition of 1.0 full-time equivalent (FTE) to the R&E personnel complement for the position of strategic partnerships manager. BE IT FURTHER

RESOLVED, The R&E Board approves the salary schedule for the strategic partnerships manager position.

Fran Miron, Board Chair
September 26, 2024

Attest
September 26, 2024



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

JOB TITLE: Strategic Partnerships Manager

BASIC FUNCTION

Under the direction of the R&E Executive Director, develop, advocate for and present information on R&E board initiatives and positions; participate in the development and operation of R&E processes for state and federal government relations functions; assist in the coordination and logistical operation of the legislative program. This position will also identify and pursue grant opportunities for R&E and manage the grant application and implementation process.

This position is considered non-partisan, and staff are expected to behave in a non-partisan fashion for successful performance in the job.

EXAMPLES OF WORK PERFORMED

1. Promote, build, and maintain a diverse, culturally responsive, inclusive, and respectful workplace.
2. Actively identify and pursue local, state, and federal grants and other sources of funding to support R&E's programs and initiatives.
3. Oversee and coordinate the preparation of all grant applications and proposals to funding sources; work with R&E's Accounting Manager on monitoring the implementation and expenditures of grants; and prepare grant reports.
4. Administer the Partnership on Waste & Energy (PWE) on behalf of R &E.
5. Coordinate, develop, and implement R&E's federal and state legislative platforms, including identification and analysis of R&E priorities for advocacy.
6. Serve as resource to work with external organizations in the development of policy positions consistent with the interests of R&E.
7. Represent R&E's interests with various governmental agencies and officials.
8. Lobby and present information on R&E initiatives and positions with legislators individually, at committee meetings, public hearings, or as appropriate within and outside of legislative sessions; communicated with all affected parties, both public and private; and provide additional information as needed to support R&E's interests.
9. Participate in the tracking of the progress and status of relevant state and federal legislation and develop related documentation; coordinate the annual distribution of all enacted state legislation to appropriate R&E staff that have responsibility for implementation.
10. Represent R&E at meetings with staff from other governmental entities, and public and private foundations.
11. Convene, facilitate, and participate in work teams that develop legislative proposals or policy options related to legislation for the R&E Board.

JOB TITLE: Strategic Partnerships Manager

(The work assigned to a position in this classification may not include all possible tasks in this work and does not limit the assignment of any additional tasks in this classification. Regular attendance according to the position's management approved work schedule is required.)

ESSENTIAL FUNCTIONS: 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11

SUPERVISORY/MANAGERIAL RESPONSIBILITY:

May provide direction to R&E staff during the course of researching and preparing grant applications or legislative proposals.

WORK ENVIRONMENT:

Work takes place primarily in an office setting. Periodic access to the production facilities at the R&E Center. Lighting, temperature, and noise level are typical for an industrial production facility, scale house and offices, although hearing protection is required or recommended at the production facilities as directed by operations' supervisors. Work is performed in an office environment with use of a computer up to 6 hours daily. Travel to meetings away from the regular place of work is required; may involve evening meetings. Work is also performed at the state capitol complex and may involve evening meetings and may require up to 75 hours/week during legislative sessions. Work involves travel throughout the metropolitan area and occasionally to Washington D.C.

INTERNAL/EXTERNAL RELATIONSHIPS:

Contact with R&E Executive Director, R&E board members, PWE board members, executive team members, management team members, elected and appointed officials from other Minnesota local governments, members of the Minnesota legislature, Federal Congressional members and staff, county department heads and their staff, citizen groups with an interest in R&E's work, and other groups such as the Chamber of Commerce, the Minnesota Council on Non-Profits, and the Metropolitan Council. During legislative sessions and interims, work time is spent researching and developing policy and legislative initiatives, and maintaining contact with legislators, staff, and related groups of interested people. Establishes and maintains contacts in order to discuss, explain, and learn about legislation and legislative proposals; promotes the R&E's interests; and persuades parties to actively support the R&E board's initiatives. Contact with R&E staff to provide work direction or information related to grant opportunities, applications, and implementations. Contact with contract vendors to monitor grant and/or sub-grant activities.

IMPACT OF SERVICES/OPERATIONS:

Work performance affects the development and timely submission of the agency's short and long-term plans. Proper performance impacts on the ability to create and implement comprehensive federal and state platforms, to influence and enact legislative action that promotes R&E's interests, acquire funding, and establish policies favorable to the R&E's goals. Proper performance also results in R&E operating in compliance with applicable laws, rules, and regulations, and meeting all internal and external reporting requirements. Improper performance of responsibilities would damage R&E's reputation and reduce effectiveness in achieving state and federal legislative goals. Improper performance could also result in the provision of inaccurate or untimely information to the executive team, or mismanagement of the grant application process that could result in loss of revenue for R&E. A determination by state or federal auditors that the agency is not in compliance with legislative requirements may necessitate repayment of expended funds.

KNOWLEDGE, SKILLS, AND ABILITIES REQUIRED

- Knowledge of and experience with the grant writing and application process.
- Knowledge of local, state, and federal laws and regulations.
- Knowledge of effective methods of promoting legislative and public policy interests with federal and state legislative and executive branches.
- Knowledge of federal, state and local legislative processes, including the organizational structure and operation of the respective levels of government.
- Knowledge of the organization and operation of R&E functions.
- Skill in the use of computers and technology.
- Skill in determining priorities, organizing, delegating, and directing and supervising the work of others, including those over whom there is no formal authority for supervision.
- Ability to exercise sound judgement regarding respective qualifications for grant funding.
- Ability to manage multiple grants at various points of the process at one time.
- Ability to develop and maintain positive interpersonal working relationships and to work as a team member.
- Ability to communicate effectively, both orally and in writing, including presenting and explaining complex issues in understandable terms.
- Ability to be creative, troubleshoot, think and speak quickly and accurately on complicated subjects, and to negotiate in difficult/stressful situations.
- Ability to consistently exercise independent judgment and work successfully with little direction/supervision.
- Ability to determine priorities, plan workload, and meet deadlines.
- Ability to research, analyze and evaluate issues and prepare reports on legislation.
- Ability to establish cooperative working relationships with elected and appointed officials at the federal, state, regional and local levels, including the ability to develop consensus which accommodates conflicting interests and viewpoints.
- Ability to understand the political climate within which the county must operate.

MINIMUM QUALIFICATIONS

Education: This position requires a high school degree or equivalent with a bachelor's degree in public administration, policy, political science, government, public affairs, or a related area of study preferred.

Experience: Four years of experience working on intergovernmental and legislative issues.

Substitution: A master's degree in an area of study related to the job may substitute for two years of the required experience.



2024 Compensation Plan

Adopted November 16, 2017

**This document contains an established Salary Plan for
Ramsey/Washington Recycling & Energy Board**

Annual salary advancement is based on a satisfactory performance evaluation.

Effective September 26, 2024

Strategic Partnerships Manager*Annual Salary*

Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
\$87,000.00	\$89,175.00	\$91,850.25	\$94,605.76	\$97,443.93	\$99,880.03	\$102,876.40	\$105,962.70
Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15	
\$109,141.60	\$112,415.90	\$115,788.30	\$119,262.00	\$122,839.80	\$126,525.00	\$130,320.80	



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

R&E BOARD MEETING DATE:	September 26, 2024			AGENDA ITEM:	VI.d			
SUBJECT:	Trailer Vendor Selection							
TYPE OF ITEM:	<input type="checkbox"/>	INFORMATION	<input type="checkbox"/>	POLICY DISCUSSION	<input checked="" type="checkbox"/>	ACTION	<input type="checkbox"/>	CONSENT
SUBMITTED BY:	Trista Martinson, R&E Executive Director							

R&E BOARD ACTION REQUESTED:

1. Approve the section of Nuss Truck Group Inc, dba Nuss Truck as the selected vendor to provide four aluminum trailers as requested from this request for bids.
2. Authorize the executive director to approve an agreement between the R&E Board and Nuss Truck Group Inc, dba Nuss Truck and Equipment for aluminum trailers, in an amount not to exceed \$471,829, and amendments thereto, for a term of one year from the date of execution upon approval as to form by the county attorney and within the project budget.

EXECUTIVE SUMMARY:

Type of Agreement:	Supplies and Equipment
Purpose of Agreement:	R&E has an ongoing need to purchase replacement trailers suitable for the transport of materials associated with resource recovery activities. The materials to be transported include, but are not limited to, non-processible bulky waste, municipal solid waste and organic waste contained inside durable compostable bags (DCBs) managed at the R&E Center.
Term:	One year from the date of execution.
Type of Solicitation:	Vendor selected as a result of a request for bids (RFB). The RFB was released on July 17, 2024, and closed on August 5, 2024. Three responses were received, with the selected vendor providing the lowest bid.
Other:	The cost is \$471,829 for four aluminum trailers and the funds are included in the 2024 Equipment Maintenance & Repair budget.




ATTACHMENTS:

1. Draft Resolution (R&EB-2024-18)

SUBJECT: *Trailer Vendor Selection*

FINANCIAL IMPLICATIONS:

Funding is included in the approved budgets.

AUTHORIZED SIGNATURES	DATE
R&E EXECUTIVE DIRECTOR 	09/19/24
RAMSEY COUNTY ATTORNEY 	09/19/24
WASHINGTON COUNTY ATTORNEY 	09/19/24



RESOLUTION R&EB-2024-18
Trailer Vendor Selection

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 to replace trailers from its fleet on an ongoing basis and issued a request for bids (“RFB”) to purchase four enclosed aluminum trailers on July 17, 2024; and

WHEREAS, The R&E Board received three responses which were evaluated by a three-person evaluation team consisting of staff from the R&E Board, and all proposals were deemed to be responsive; and

WHEREAS, The response from Nuss Truck Group Inc, dba Nuss Truck and Equipment is being put forward by the evaluation committee as the recommended proposal based on having the lowest cost while meeting the specifications laid out in the RFB. NOW, THEREFORE, BE IT

RESOLVED, The R&E Board hereby approves Nuss Truck Group Inc, dba Nuss Truck as the selected vendor to provide four aluminum trailers as requested from this RFB. BE IT FURTHER

RESOLVED, The R&E Board authorizes the Executive Director to approve an agreement between the R&E Board and Nuss Truck Group Inc, dba Nuss Truck and Equipment for aluminum trailers, in an amount not to exceed \$471,829, and amendments thereto, for a term of one year from the date of execution upon approval as to form by the county attorney and within the project budget.

Fran Miron, Board Chair
September 26, 2024

Attest
September 26, 2024



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

R&E BOARD MEETING DATE:	September 26, 2024		AGENDA ITEM:	VI.e				
SUBJECT:	Letter of Support							
TYPE OF ITEM:	<input type="checkbox"/>	INFORMATION	<input type="checkbox"/>	POLICY DISCUSSION	<input checked="" type="checkbox"/>	ACTION	<input type="checkbox"/>	CONSENT
SUBMITTED BY:	Trista Martinson, R&E Executive Director							

R&E BOARD ACTION REQUESTED:

Letter of support for Commissioner Victoria Reinhardt’s application to the Packaging Extended Producer Responsibility Advisory Board.

EXECUTIVE SUMMARY:




Commissioner Reinhardt has led on key testimony and advocacy to pass legislation on extended producer responsibility establishing the Packaging Extended Producer Responsibility Advisory Board.

ATTACHMENTS:

1. Resolution of Support (R&EB-2024-19)

FINANCIAL IMPLICATIONS:

None.

AUTHORIZED SIGNATURES	DATE
R&E EXECUTIVE DIRECTOR 	9/20/24
RAMSEY COUNTY ATTORNEY 	9/20/24
WASHINGTON COUNTY ATTORNEY 	9/20/24



RESOLUTION R&EB-2024-19
Letter of Support

WHEREAS, Ramsey and Washington Counties (the “Counties”) have committed to continue to protect and ensure the public health, safety, welfare and environment of each County’s residents and businesses through sound management of solid and hazardous waste generated in each County; and

WHEREAS, The Ramsey/Washington Recycling & Energy Board (the “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 provides solid waste services to all residents, businesses and institutions in the Counties; and

WHEREAS, The R&E Board focuses on the resource value of trash and opportunities presented by increased source separation of recyclables and addition of new technology to recover value from trash in the East Metro while diverting as much as possible from landfills and meeting and exceeding the State’s recycling goals; and

WHEREAS, Commissioner Victoria Reinhardt has served on the Ramsey/Washington Resource Recovery Project Board since 1997 and the R&E Board since 2015; and

WHEREAS, On behalf of the R&E Board, Commissioner Reinhardt has served in a leadership position on the Partnership on Waste and Energy Board, advocating for extended producer responsibility (EPR) and the creation of the Packaging Extended Producer Responsibility Advisory Board; and

WHEREAS, Commissioner Reinhardt is a recognized leader on waste and recycling, and has provided excellent service, leadership and commitment to R&E and the significant milestones achieved by R&E and the Counties. NOW, THEREFORE, BE IT

RESOLVED, The R&E Board hereby expresses its profound support for Commissioner Reinhardt to serve as a representative on the Packaging Extended Producer Responsibility Advisory Board.

Fran Miron, Board Chair
September 26, 2024

Attest
September 26, 2024



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

R&E BOARD MEETING DATE:	September 26, 2024		AGENDA ITEM:	VI.f				
SUBJECT:	Anaerobic Digestion Conditions Precedent							
TYPE OF ITEM:	<input checked="" type="checkbox"/>	INFORMATION	<input type="checkbox"/>	POLICY DISCUSSION	<input type="checkbox"/>	ACTION	<input type="checkbox"/>	CONSENT
SUBMITTED BY:	Trista Martinson, R&E Executive Director							

R&E BOARD ACTION REQUESTED:

For information only.

EXECUTIVE SUMMARY:

Staff will provide updates to the R&E Board on options to move forward with the DCHZI Feedstock Supply Agreement. The R&E Board will need to amend or terminate the feedstock supply agreement within 60 days from the early termination trigger date of September 7, 2024.


Staff anticipate bringing a recommendation to the R&E Facility & Finance Committee meeting on October 14, 2024, and recommended action to the R&E Board on October 24, 2024.

ATTACHMENTS:

None.

FINANCIAL IMPLICATIONS:

For information only.

AUTHORIZED SIGNATURES	DATE
R&E EXECUTIVE DIRECTOR 	9/17/24



R&E BOARD MEETING DATE:	September 26, 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:	Trista Martinson, R&E Executive Director							

R&E BOARD ACTION REQUESTED:

For information only.

EXECUTIVE SUMMARY:

- a. **Joint Activities Updates**
Staff will provide updates on Joint Activities work.
- b. **Facility Updates**
Staff will provide updates on R&E Center projects and operations.
- c. **Procurement Report**
Staff will provide a written report of new contracts and amendments executed under the authority of R&E’s procurement guidelines during the period of August 1, 2024, through August 31, 2024. 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. R&E Center Tours Report
- 2. Procurement Report

FINANCIAL IMPLICATIONS:

None.

AUTHORIZED SIGNATURES	DATE
R&E EXECUTIVE DIRECTOR 	9/17/24



R&E Center Tours

Completed between 8/28/24 - 9/25/24

Group	Group Type	Date	# of visitors
Boutwell Senior Living Community	Community	9/5/2024	16
Spirit of Service (RC Employees)	Internal	9/23/2024	10
Spirit of Service (RC Employees)	Internal	9/23/2024	11
FSPF Participants #13	Community	9/25/2024	20
American Society of Civil Engineers (MN Chapter)	Professional	9/25/2024	15

Total Number of Tours Completed: 5

Total Number of Tour Attendees: 72



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 August 1, 2024, and August 31, 2024.

Vendor	Effective Date	Description	NTE/Budgeted Amount	Procurement Type
Clean Cut Outdoor Services, LLC	4/1/24	Facility – Snow plowing services at the R&E Center.	Rate Setting – Approximately \$50,000 per year	SEML
Baldwin Supply Company	8/8/24	Facility – Parts and supplies for the R&E Center.	Rate Setting – Approximately \$300,000 per year	SEML

The Procurement Team also processed 20 grant contracts or amendments totaling \$103,000 for BizRecycling and multi-unit recycling programs. These grants were distributed to multi-unit residential properties, residents, businesses, non-profits and places of worship to assist in waste reduction and recycling efforts. Grant funds helped each recipient by providing materials and infrastructure needed to better support waste reduction and recycling efforts, as well as expand waste reduction and recycling education for their residents, employees, and visitors.