



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

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

**Date:** Thursday, November 14, 2024

**Time:** 10 a.m. – 12 p.m.

**Commissioners, Key staff, Presenters:**

Ramsey County Environmental Health | 2785 White Bear Ave N. | 2<sup>nd</sup> 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: 299 745 954# | 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 – October 24, 2024** Action Page 3
- IV. Consent Agenda – no items**
- V. Governance**
  - a. Bylaws Amendment (Resolution R&EB-2024-24) Action Page 8
  - b. Health Advisory Board Workgroup and Finance Advisory Board (Resolution R&EB-2024-25) Action Page 22
  - c. 2025 Board & Committee Meeting Schedule (Resolution R&EB-2024-26) Action Page 24
- VI. Management and Administration**
  - a. 2025 – 2027 Labor Agreement (Resolution R&EB-2024-27) Action Page 29
  - b. Anaerobic Digestion Contract Amendment (Resolution R&EB-2024-28) Action Page 59
  - c. Employee Benefits Vendor Selection (Resolution R&EB-2024-23) Action Page 60
  - d. Recognition of Commissioner Victoria Reinhardt (Resolution R&EB-2024-29) Action Page 70
- VII. Policy – no items.**
- VIII. Updates and Reports** Information Page 73
  - a. Executive Director Report
  - b. Joint Activities Updates
  - c. Facility Updates
  - d. Procurement Report Page 75

**IX. Other**

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

**X. Adjourn**

**NEXT MEETING:**

R&E Board | Thursday, January 23, 2025 | 10 a.m. – 12 p.m. | Ramsey County Environmental Health, Maplewood



**RAMSEY/WASHINGTON  
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CONNECTING VALUE TO WASTE

**THURSDAY, OCTOBER 24, 2024**  
**RAMSEY/WASHINGTON RECYCLING & ENERGY BOARD MEETING MINUTES**

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, Gary Kriesel (alternate) – Washington County  
Commissioners Mary Jo McGuire, Victoria Reinhardt, Mai Chong Xiong, Nicole Frethem, Rafael Ortega (arrived at 10:40 a.m.) – Ramsey County

**MEMBERS NOT PRESENT**

Commissioners Rena Moran (alternate) – Ramsey County  
Commissioners Michelle Clasen – Washington County

**EX-OFFICIO MEMBERS PRESENT**

Tom Ingemann – City of Newport; attended online meeting

**ATTENDING AT RAMSEY ENVIRONMENTAL HEALTH, MAPLEWOOD**

David Brummel, Rae Eden Frank, Melissa Finnegan, Annalee Garletz, Adam Gooder, Kelli Hall, Sam Hanson, Sam Holl, Kevin Johnson, Kathryn Jordan, Jennefer Klennert, Nate Klett, Cassie Lefeber, Trista Martinson, Andrea McKennan, Marcelo Neblett, Jim Redmond, John Ristad

**CALL TO ORDER**

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

**AGENDA OF OCTOBER 24, 2024 PRESENTED FOR APPROVAL**

Commissioner Karwoski moved, seconded by Bigham, to approve the agenda as presented. Motion carried.

Aye: Bigham, Karwoski, Miron, Reinhardt, Xiong, McGuire, Kriesel, Frethem

Nay: None

**MINUTES FROM SEPTEMBER 26, 2024 PRESENTED FOR APPROVAL**

Motion by Bigham, seconded by McGuire. Motion carried.

Aye: Bigham, Karwoski, Miron, Reinhardt, Xiong, McGuire, Kriesel, Frethem

Nay: None

**GOVERNANCE – No items.**

**MANAGEMENT AND ADMINISTRATION**

**Facility & Finance Committee Report**

Presented by: Committee Chair Bigham

Committee Chair Bigham reported that three items were brought to the committee. Two will be presented by staff today and the International Brotherhood of Electrical Workers (IBEW) collective bargaining agreement will be brought to the board at the November board meeting. All three items were acted upon favorably for positive action by the Facility & Finance Committee.

**NSP Contract Amendment – Insurance (Resolution R&EB-2024-21)**

Presented by: Sam Holl, facility manager

Holl presented R&E has a refuse-derived fuel (RDF) feedstock supply agreement in place with Northern States Power (NSP) effective January 1, 2018 through December 31, 2027. Recently, there was a change in federal rules made effective by U.S. Environmental Protection Agency (EPA) designating two PFAS/PFOA substances as hazardous substances under the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA). These are just two of thousands of “forever chemicals” that are used in products that eventually become part of the waste stream.

R&E and NSP have negotiated terms to address environmental liability insurance policy and potential future environmental costs. The environmental liability insurance policy will cover NSP’s three RDF plants and current ash landfills in Goodhue and Blue Earth Counties. The term of this amendment will align with the RDF feedstock supply agreement expiring December 31, 2027. Future environmental costs shall not exceed \$2.32 per ton without written consent of R&E or by further amendment of the agreement.

On October 14, 2024, the R&E Board Facility & Finance Committee reviewed the proposed amendment with NSP. At that meeting, the committee approved a resolution to recommend board approval of the amendment to the RDF feedstock supply agreement. The committee resolution can be found as the second attachment to this board item.

Holl requested the R&E Board approves the contract amendment dated October 24, 2024, between NSP and the R&E Board to the RDF feedstock supply agreement dated January 1, 2018. Further that the R&E Board authorizes the R&E Board Chair to execute the amended contract with NSP, following approval as to form by the County Attorney.

Discussion occurred. Miron and McGuire inquired if R&E were successful in obtaining an exemption in the future, would R&E be able to drop the additional insurance. Holl responded that dropping this insurance would be something that would need to be agreed upon by both R&E and NSP, and would be unlikely, as this insurance covers claims against NSP and R&E with regards to a broad range of environmental hazards lawsuits going forward.

Motion by Bigham, seconded by Frethem. Motion carried.

Aye: Bigham, Karwoski, Miron, Reinhardt, Xiong, McGuire, Kriesel, Frethem

Nay: None

**Anaerobic Digestion Contract Amendment (Resolution R&EB-2024-22)**

Presented by: Trista Martinson, executive director

Martinson presented R&E entered into a feedstock supply agreement with DC/HZI effective September 7, 2023. The agreement included an early termination trigger date dependent on the ability of DC/HZI to offer the minimum pricing detailed in the agreement within 12 months of the effective date. DC/HZI was unable to offer the minimum pricing and both parties have been working on an amendment to the



current agreement within the R&E's early termination deadline. Both parties have agreed to extend the termination deadline to allow more time to negotiate amended terms to the agreement.

On October 14, 2024, the Facility & Finance Committee reviewed the proposed amendment with DC/HZI. At that meeting, the committee approved a resolution to recommend R&E Board approval of the amendment to the feedstock supply agreement. The committee resolution can be found as the second attachment to this board item. This may require an additional board meeting after the scheduled November 14, 2024 meeting.

Martinson requested the R&E Board approves the contract amendment between DC/HZI and the R&E Board, extending the early termination trigger deadline to December 31, 2024. Furthermore, the R&E Board authorizes the R&E Board Chair to execute the amendment with DC/HZI, following approval as to form by the County Attorney.

Motion by Reinhardt, seconded by Bigham. Motion carried.

Aye: Bigham, Karwoski, Miron, Reinhardt, Xiong, McGuire, Kriesel, Frethem

Nay: None

### **Recognition of Jody Tharp (Resolution R&EB-2024-20)**

Presented by: Trista Martinson, executive director

Martinson presented this item at the September 26, 2024 R&E Board meeting and noted that a vote was never taken on this resolution.

Motion by Reinhardt, seconded by Bigham at the September 26, 2024 meeting. Motion carried.

Aye: Bigham, Karwoski, Miron, Reinhardt, Xiong, McGuire, Kriesel, Frethem

Nay: None

### **Executive Director's Report**

Presented by: Trista Martinson, executive director

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

Martinson reported that presentation of the annual odor report to the City of Newport was well received by the mayor and city council.

Martinson reported that the scheduled tours of the R&E Center are currently booked through the end of the year and are currently booking tours for the first quarter of 2025.

Martinson reported the posting of the strategic partnerships manager position approved in last month's board meeting has received a lot of highly skilled and qualified applicants and that final interviews are scheduled for tomorrow.

Discussion occurred Commissioners Bingham, Miron and Reinhardt recognized how far the partnership with the City of Newport has come since the purchase of the facility and spoke on some challenges that have been overcome during this positive collaboration with the city.

### **Partnership on Waste and Energy Board Update Commissioner Reinhardt, Partnership Board Chair**

Presented by: Commissioner Reinhardt, Partnership Board Chair

Partnership Board Chair Reinhardt provided Partnership Board updates, including legislative efforts.

## **UPDATES AND REPORTS**

### **Planning Update**

Presented by: Leigh Behrens, planning & project manager

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

Behrens provided updates on planning work, including a presentation on Ramsey and Washington County population projections through 2050, as well as municipal solid waste (MSW) generation projections for the next 25 years.

Martinson informed the board that she will be presenting and answering questions at the next Washington and Ramsey County board meetings

### **Joint Activities Updates**

Presented by: Annalee Garletz, supervisor – Food Scraps Pickup Program

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

Garletz presented program participation in phase three is already at 7.56% participation in the first two weeks. This participation is due to targeted outreach to residents and is encouraging, and helps us learn how to shape future communications campaigns.

### **Facility Update**

Presented by: Sam Holl, facility manager

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

Holl presented that we are currently hitting a 93% removal efficiency and 91% purity rate of food scrap collection bags. Both of these percentages are within one percent of our contracted requirements. This is due to continuing refinement of our robotic and neural network systems.

### **Procurement Report**

Presented by: Jim Redmond, contract manager

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

Redmond presented a written report of new contracts and amendments executed under the authority of R&E's procurement guidelines during the period of September 1, 2024 through September 30, 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.

## **OTHER**

### **Invitation for Comments from Ex Officio R&E Board Members**

Ingemann had nothing to report.

## **ADJOURNMENT**

Ramsey/Washington Recycling & Energy Board – October 24, 2024

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

ATTEST:

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Commissioner Fran Miron, Chair  
November 14, 2024

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November 14, 2024



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

<b>R&amp;E BOARD MEETING DATE:</b>	November 14, 2024			<b>AGENDA ITEM:</b>	V.a			
<b>SUBJECT:</b>	Bylaws Amendment							
<b>TYPE OF ITEM:</b>	<input type="checkbox"/>	INFORMATION	<input type="checkbox"/>	POLICY DISCUSSION	<input checked="" type="checkbox"/>	ACTION	<input type="checkbox"/>	CONSENT
<b>SUBMITTED BY:</b>	John Ristad, Washington County Attorney							

**R&E BOARD ACTION REQUESTED:**

Approval of updated Bylaws

**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 attorneys 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. The Board received written notice of the proposed changes on September 26, 2024. 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.
  - 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.




**SUBJECT:** *Bylaws Change*

- a. Section 5. (c) (5) deleted. *PH Advisory 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. Amended R&E Bylaws
- 2. Updated JPA

**FINANCIAL IMPLICATIONS:**

AUTHORIZED SIGNATURES		DATE
R&E EXECUTIVE DIRECTOR		11/8/24
RAMSEY COUNTY ATTORNEY		11/8/24
WASHINGTON COUNTY ATTORNEY		11/8/24



**RAMSEY/WASHINGTON  
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**RESOLUTION R&EB-2024-24  
Bylaws Amendment**

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 has the authority to change its Bylaws as needed in accordance with Section IV.C of the Amended and Restated R&E Board Joint Powers Agreement; and

WHEREAS, The Bylaws set forth the steps needed for amendment in Article VIII, Section 25 of the Bylaws of the R&E Board; and

WHEREAS, These amendments are needed to establish a new leadership structure with an executive director and executive team and define the role of the Public Health Advisory Work Group as it relates to ensuring coordination and alignment between R&E and Ramsey and Washington counties; and

WHEREAS, Pursuant to Article VIII, Section 25 of the Bylaws, on September 26, 2024, all members of the R&E Board received written notice of the proposed Bylaws amendments that identified the sections of the Bylaws proposed to be amended. NOW, THEREFORE, BE IT

RESOLVED, The R&E Board hereby approves the amendments to the Bylaws as proposed.

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Fran Miron, Board Chair  
November 14, 2024

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Attest  
November 14, 2024

**AMENDED AND RESTATED BYLAWS OF THE  
RAMSEY/WASHINGTON RECYCLING AND ENERGY BOARD**

*Adopted by the Board November 14, 2024*

**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 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 three (3) 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 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 two commissioners from Washington County and 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 Team. 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.

(b) **Executive Team.** As set forth in the Joint Powers Agreement, the Executive Team shall report to the Executive Director and shall have such other responsibilities and duties as designated by the Executive Director or the Board. 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 Washington County Attorney's Office is the attorney for the Board unless otherwise designated by the Board. Any special legal counsel shall be designated and chosen with the advice of the Washington County Attorney's Office.

(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)

**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 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 Executive Director or his or her designee, County staff and Board staff 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	Payment from R&E to Ramsey County to pay	Payment from R&E to Washington
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	\$4,100,000 withdrawal	back the county's share of the \$4,100,000 withdrawal	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 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.



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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 November 14, 2024, Resolution R&EB-2024-24.



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

<b>R&amp;E BOARD MEETING DATE:</b>	November 14, 2024	<b>AGENDA ITEM:</b>	V.b
<b>SUBJECT:</b>	Resolution Establishing Health Advisory Board Workgroup and Finance Advisory Board		
<b>TYPE OF ITEM:</b>	<input type="checkbox"/> INFORMATION	<input type="checkbox"/> POLICY DISCUSSION	<input checked="" type="checkbox"/> ACTION <input type="checkbox"/> CONSENT
<b>SUBMITTED BY:</b>	Trista Martinson, R&E Executive Director		

**R&E BOARD ACTION REQUESTED:**

Establish a Health Advisory Board Workgroup and Finance Advisory Board

**EXECUTIVE SUMMARY:**

These workgroups were previously established through the Joint Powers agreement dated July 18, 2023. The updated November 14, 2024 JPA/BYLAWS removed the reference of these two work groups and board wishes to formally establish them through resolution.

**ATTACHMENTS:**

1. Resolution

**FINANCIAL IMPLICATIONS:**

AUTHORIZED SIGNATURES	DATE
R&E EXECUTIVE DIRECTOR 	11/8/24
RAMSEY COUNTY ATTORNEY 	10/28/24
WASHINGTON COUNTY ATTORNEY 	10/28/24



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

**RESOLUTION R&EB-2024-25**

**Resolution Establishing Health Advisory Board Workgroup and Finance Advisory Board**

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 Board has identified the need to establish a Public Health Advisory Work Group and a Financial Advisory Work Group as deemed appropriate through the Bylaws.

RESOLVED, 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.

RESOLVED, 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.

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Fran Miron, Board Chair  
November 14, 2024

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Attest  
November 14, 2024



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

<b>R&amp;E BOARD MEETING DATE:</b>	November 14, 2024	<b>AGENDA ITEM:</b>	V.c
<b>SUBJECT:</b>	2025 Board & Committee Meeting Schedule		
<b>TYPE OF ITEM:</b>	<input type="checkbox"/> INFORMATION	<input type="checkbox"/> POLICY DISCUSSION	<input checked="" type="checkbox"/> ACTION <input type="checkbox"/> CONSENT
<b>SUBMITTED BY:</b>	Trista Martinson, R&E Executive Director		

Approve the 2025 R&E Board and Committee meeting schedule.




**EXECUTIVE SUMMARY:**

The 2025 R&E Board and Committee meeting schedule identifies dates for known board and committee meetings. The attachment also denotes anticipated meeting topics for the R&E Board and the Facility & Finance Committee. It is possible that meetings may be cancelled or moved, but commissioners will be asked to schedule these dates onto their calendars for 2025.

**ATTACHMENTS:**

1. Draft Resolution
2. 2025 R&E Board and Committee Meeting Calendar

**FINANCIAL IMPLICATIONS:**

AUTHORIZED SIGNATURES	DATE
R&E EXECUTIVE DIRECTOR 	11/8/24
RAMSEY COUNTY ATTORNEY 	11/8/24
WASHINGTON COUNTY ATTORNEY 	11/8/24



**RESOLUTION R&EB-2024-26  
2025 R&E Board and Committee Schedule**

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

RESOLVED, The Ramsey/Washington Recycling & Energy Board approves the 2025 R&E Board and Committee meeting calendar. BE IT FURTHER

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

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Fran Miron, Board Chair  
November 14, 2024

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Attest  
November 14, 2024



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

**DRAFT**

## 2025 R&E BOARD AND COMMITTEE MEETING SCHEDULE

Thursday, January 23	<b>R&amp;E Board – Organizational and Business Meeting</b> 10:00 – Noon   Ramsey County Environmental Health Offices – Maplewood
Thursday, February 13	<b>Facility &amp; Finance Committee – Business Meeting</b> 10:00 – 11:30   Ramsey County Environmental Health Offices – Maplewood
Thursday, March 6	<b>R&amp;E Board – Business Meeting</b> 10:00 – Noon   Ramsey County Environmental Health Offices – Maplewood
Thursday, March 13	<b>Facility &amp; Finance Committee – Business Meeting</b> 10:00 – 11:30   Ramsey County Environmental Health Offices – Maplewood
Thursday, March 27	<b>R&amp;E Board – Business Meeting</b> 10:00 – Noon   Ramsey County Environmental Health Offices – Maplewood
Thursday, April 10	<b>Facility &amp; Finance Committee – Business Meeting</b> 10:00 – 11:30   Ramsey County Environmental Health Offices – Maplewood
Thursday, April 24	<b>R&amp;E Board – Business Meeting</b> 10:00 – Noon   Ramsey County Environmental Health Offices – Maplewood
Thursday, May 8	<b>Facility &amp; Finance Committee – Business Meeting</b> 10:00 – 11:30   Ramsey County Environmental Health Offices – Maplewood
Thursday, May 22	<b>R&amp;E Board – Business Meeting</b> 10:00 – Noon   Ramsey County Environmental Health Offices – Maplewood
June TBD	<b>County Board Workshops</b> ( <i>exact dates to be determined</i> )
Thursday, June 12	<b>Facility &amp; Finance Committee – Business Meeting</b> 10:00 – 11:30   Ramsey County Environmental Health Offices – Maplewood
Thursday, June 26	<b>R&amp;E Board – Business Meeting</b> 10:00 – Noon   Ramsey County Environmental Health Offices – Maplewood
Thursday, July 10	<b>Facility &amp; Finance Committee – Business Meeting</b> 10:00 – 11:30   Ramsey County Environmental Health Offices – Maplewood
Thursday, July 24	<b>R&amp;E Board – Business Meeting</b> 10:00 – Noon   Ramsey County Environmental Health Offices – Maplewood
Thursday, August 28	<b>R&amp;E Board – Business Meeting</b> 10:00 – Noon   Ramsey County Environmental Health Offices – Maplewood
Thursday, September 25	<b>R&amp;E Board – Business Meeting</b> 10:00 – Noon   Ramsey County Environmental Health Offices – Maplewood
Thursday, October 23	<b>R&amp;E Board – Business Meeting</b>



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

**DRAFT**

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

**Thursday, November 20**

**R&E Board – Business Meeting**

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

**Thursday, December 4**

**R&E Board or Executive Committee – Business Meeting**

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



**DRAFT**

## **ANTICIPATED 2025 R&E BOARD AND COMMITTEE MEETING TOPICS**

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

### **R&E Board**

- Budgets
  - 2024 financial statements (auditor presentation)
  - 2025 budget status updates
  - Review and approval of 2026 budgets
  - Review and approval of 2026 tipping fee
- End market(s) for refuse-derived fuel recommendation
  - Vendor selection(s)
  - Approval of agreement(s)
- R&E 2024 annual report
- Odor monitoring update (2024 summary)
- R&E updates (facility, Joint Activities, procurement)
- Food scraps pickup program updates
- Legislative briefings (as needed)
- Union negotiations and agreement
- Union benefits

### **R&E Facility & Finance Committee**

- End market(s) for refuse-derived fuel recommendation
- Budgets
  - 2024 year-end budget reports
  - 2025 budget status updates
  - 2026 budget timeline/preparation
  - Action to recommend 2026 budget and tipping fee
- R&E Center updates (as needed)
- Union negotiations and agreement





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

<b>R&amp;E BOARD MEETING DATE:</b>	November 14, 2024			<b>AGENDA ITEM:</b>	VI.a			
<b>SUBJECT:</b>	2025 – 2027 Labor Agreement							
<b>TYPE OF ITEM:</b>	<input type="checkbox"/>	INFORMATION	<input type="checkbox"/>	POLICY DISCUSSION	<input checked="" type="checkbox"/>	ACTION	<input type="checkbox"/>	CONSENT
<b>SUBMITTED BY:</b>	Trista Martinson, R&E Executive Director							

**R&E BOARD ACTION REQUESTED:**

1. Approve the Labor Agreement, January 1, 2025 through December 31, 2027, between Ramsey/Washington Recycling & Energy and International Brotherhood of Electrical Workers Local Union No. 23.
2. Authorize the R&E Board Chair to execute the agreement with International Brotherhood of Electrical Workers Local Union No. 23, following approval as to form by the County Attorney.

**EXECUTIVE SUMMARY:**

The Public Employer Labor Relations Act (PERLA) allows for collective bargaining agreement terms for a period of up to three years. The current labor agreement with the International Brotherhood of Electrical Workers Local 23 expires December 31, 2024.

The R&E negotiating team consisted of R&E’s human resources manager, R&E’s facility manager and Susan Hansen of Madden, Galanter and Hansen, LLP. The R&E Facility & Finance Committee served as the policy committee for the negotiating team’s work.

With Resolution R&EB-FFC-2024-03, the Facility & Finance Committee approved the parameters for negotiations. The approved parameters were based on changes to the work environment and economy since the last contract was negotiated. Those changes include a spike in the consumer price index just after settling the current labor agreement; technological improvements and advancements that have required working in a busier environment, learning curves around operating and maintaining additional equipment and ongoing training of an influx of new staff; and settlements locally of 6% or more for wage increases.

Negotiations with IBEW Local 23 were conducted in September. With Resolution R&EB-FFC-2024 07, on October 14, 2024, the Facility & Finance Committee recommended approval of the terms of the proposed 2025-2027 agreement. The substantive changes in this three-year agreement include:

1. General wage increases of 6% for 2025, 4% for 2026, and 4% for 2027.
2. R&E will maintain its current level of maximum monetary contribution for employee health insurance (medical, dental, vision and prescription) over the duration of the contract.
3. Added language to establish a 50% R&E/50% employee premium split for Minnesota’s Paid Family and Medical Leave beginning January 1, 2026.

**SUBJECT: 2025-2027 Labor Agreement - DRAFT**

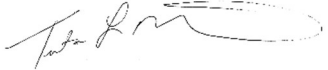


These changes are necessary to remain competitive and assist with attracting and retaining staff. Negotiations have concluded, and the new agreement has been agreed to and ratified by the Union.

**ATTACHMENTS:**

1. Draft Resolution
2. Proposed 2025 – 2027 contract between R&E and IBEW Local 23

**FINANCIAL IMPLICATIONS:**

There are sufficient funds in the 2025 Facility budget to cover the increase in staff costs.

AUTHORIZED SIGNATURES		DATE
R&E EXECUTIVE DIRECTOR		11/8/24
RAMSEY COUNTY ATTORNEY		11/8/24
WASHINGTON COUNTY ATTORNEY		11/8/24



**RESOLUTION R&EB-2024-27**  
**Labor Agreement**

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 Public Employer Labor Relations Act allows for collective bargaining agreements of up to three years and the current three-year agreement with International Brotherhood of Electrical Workers Local Union 23 expires December 31, 2024; and

WHEREAS, A team consisting of the R&E human resources manager, R&E facility manager and a representative from Madden, Galanter and Hansen, LLP negotiated a new, three-year Labor Agreement with the Union, which has been agreed to and ratified by the Union; and

WHEREAS, The R&E Facility & Finance Committee recommended approval of the terms of the new agreement with Resolution R&EB-FFC-2024-07 on October 14, 2024. NOW, THEREFORE, BE IT

RESOLVED, The R&E Board approves the Labor Agreement, January 1, 2025 through December 31, 2027, between Ramsey/Washington Recycling & Energy and International Brotherhood of Electrical Workers Local Union 23. BE IT FURTHER

RESOLVED, The R&E Board authorizes the R&E Board Chair to execute the agreement with International Brotherhood of Electrical Workers Local Union No. 23, following approval as to form by the County Attorney.

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Fran Miron, Board Chair  
November 14, 2024

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Attest  
November 14, 2024

LABOR AGREEMENT

JANUARY 1, 2025 TO DECEMBER 31, 2027

BETWEEN

RAMSEY/WASHINGTON RECYCLING &

ENERGY BOARD

AND THE

INTERNATIONAL BROTHERHOOD OF ELECTRICAL  
WORKERS LOCAL UNION NO. 23

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## TOPICAL INDEX

This Topical Index is not intended to nor does it identify all agreement references to identified terms. It is only a general aid to locate agreement sections for identified terms and is not a substitute for full labor agreement review with respect to identified topics.

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## AGREEMENT

### Section 1.

(a) This Agreement, to be referred to as the Ramsey/Washington Recycling & Energy Board (R&E Board) Labor Agreement, entered into this 1st day of January, 2025 between R&E Board hereinafter referred to as the "Employer", and Local Union No. 23 of St. Paul, Minnesota, of the International Brotherhood of Electrical Workers affiliated with the AFL-CIO hereinafter referred to as the "Local Union ."

(b) The parties hereto agree that this Agreement covers all employees within the classifications hereinafter referred to, and the bargaining unit represented by the Local Union. All work defined in the classifications herein shall be performed by the employees subject to this Agreement. In the event the Employer contracts for the performance of any work, it shall be performed under and in accordance with all the terms and provisions of this Agreement.

(c) Where there is a reference in this Agreement to employees in the female gender or male gender, such reference is intended to apply to both female and male employees.

WHEREAS, Ramsey/Washington Recycling Board ("R&E Board" or "Employer") and the International Brotherhood of Electrical Workers, Local 23, ("IBEW" or "Union"), have made a mutual commitment to maintaining a cooperative working relationship; and

NOW, THEREFORE, the parties agree as follows:

The January 1, 2025, through December 31, 2027 Collective Bargaining Agreement ("Labor Agreement") between R&E Board and IBEW shall be binding upon and inure to the benefit of the Union and the Employer, and their respective successors and assigns.

If R&E Board should sell, transfer or, assign Employer assets, or merge with any third party during the term of the Labor Agreement, the Employer shall, as a condition of such sale, transfer, assignment, or merger, require the buyer, transferee, assignee, or merging entity, to assume, for the benefit of IBEW and the employees the Union represents, the obligations of the Labor Agreement.

In the event of any sale, transfer, assignment, or merger, R&E Board shall provide IBEW written confirmation that the buyer, transferee, assignee, or merging entity shall assume the Labor Agreement.

Section 2. *WITNESSETH:* That for the purpose of facilitating the peaceful adjustment of differences that may arise from time to time and promote harmony and efficiency to the end that the Employer, the Local Union and the general public may mutually benefit, the parties hereto contract and agree with each other as follows, to wit:

The Agreement, when signed by the proper officers of the Employer and the Local Union and approved by the President of the International Brotherhood of Electrical Workers, shall become operative as of January 1, 2025, but with retroactivity only on wages except as provided in this Agreement and shall continue to and including December 31, 2027. It shall continue in full force and effect from year to year thereafter unless written notice is given by either party hereto to the other on or before sixty (60) days prior to December 31, 2027, or thereafter on or before sixty (60) days prior to each subsequent annual expiration date requesting that the Agreement be amended or canceled. If amendments are desired such amendments shall be contained in such notice.



ARTICLE I  
RIGHTS AND OBLIGATIONS OF THE PARTIES

Section 1. The Employer and the Local Union agree to negotiate and deal with each other through the accredited officers and committees representing the parties hereto exclusively for all employees of the Employer covered hereunder, on matters relating to hours, wages and other definite conditions of employment included within the application and interpretation of this Agreement affecting said employees.

Section 2. The right, in accordance with the provisions of this Agreement, to employ, promote, discipline and discharge employees and the management of the property are reserved by and shall be vested in the Employer. The Employer shall have the right to exercise discipline in the interest of good service and the proper conduct of its business. It is agreed, however, that promotion shall be based on seniority, ability and qualifications. Ability and qualifications being sufficient, seniority as defined in Article VII shall prevail.

The right to manage the business is reserved exclusively to the Employer unless specifically limited by this Agreement and then only to the extent of the specific limitation. Those rights shall include, for example, the right to unilaterally implement and change directives and/or work rules, subject to the Union's right to challenge the application of the rule through the grievance procedure, set operating hours, and to correct unacceptable behavior and/or discipline for violation of Employer rules, for just cause, including the Employer's Substance Abuse Policy.

It is recognized by both parties that, except as expressly stated herein, the Employer shall retain rights and authority necessary to operate and direct all the affairs of the Employer as set forth in Minn. Stat. 179A.07, Subd. 1, including, but not limited to, directing the work force; controlling all operations and services; determining the methods, means, organization and number of personnel by which operations and services are to be conducted; changing or eliminating equipment or facilities; and taking whatever actions may be necessary to carry out the missions of the Employer in emergencies.

Section 3. It is expressly understood and agreed that the services to be performed by the employees covered by this Agreement pertain to and are essential to the operation of the resource recovery business, and to the welfare of the public dependent thereon. In consideration thereof, and of the agreements and conditions herein, to be kept and performed by the Employer, the Brotherhood and the Local Union agree that no strike or work stoppage will be authorized, and the Employer agrees that it will do nothing to prevent the continuity of performance of said employees in the normal and usual operation of the Employer's property. The Local Union further agrees that it will take every reasonable means which are within its power to induce employees engaged in an unauthorized strike or concerted work stoppage to return to work.

All questions, disputes or controversies under this Agreement shall first be settled and determined by the conciliation and arbitration procedures provided in this Agreement.

The parties shall honor the terms of the no-strike/no-lockout provisions of this agreement for the full term of this Agreement, including during any re-opener negotiations.

Section 4. It is agreed that an employee who has attained seniority shall be presented with written notice of discharge at the time of discharge and the Employer shall within fifty-six (56) hours furnish the Local Union with specific written reasons for such discharge.

Section 5. In the matter of suspension, demotion, or discharge if, after a hearing, the Charges are not sustained, the employee shall have his/her record cleared of such charges. No discipline by suspension shall be administered to any member of the Local Union which shall impair his/her seniority rights.

Section 6. Should a contingency arise where an employee and/or employees, covered by this Agreement, ceases work of his/her or their own volition, the Local Union and/or the International

Brotherhood of Electrical Workers hereby agree to provide the Employer with proper and adequate services to enable the Employer to continue operation of its properties without interruption or other injurious effect, and in the event of failure of the Local Union and/or the said International Brotherhood of Electrical Workers to do so, the Employer may, so long as such failure shall continue, secure and use the services of others than those covered by this Agreement.

Section 7. Nothing contained herein shall be interpreted to require either the Local Union or the Employer to act contrary to the Public Employment Labor Relations Act. Should a Court of competent jurisdiction rule that any of the provisions of this Agreement are in violation of any of the provisions of the Public Employer Labor Relations Act, the parties hereto shall meet immediately for the purpose of amending any of the provisions herein necessary to comply with the said Act.

## ARTICLE II METHOD OF NEGOTIATION

Section 1. Should any difference arise affecting the provisions of this Agreement, the R&E Board of the Employer, or someone delegated by the R&E Board, and the Business Manager of the Local Union, or someone appointed by him to represent him, who may be accompanied by a committee of the Local Union, shall meet and endeavor to settle such differences, and in case of failure to agree, the matter in dispute shall be submitted at the request of either party to a board of arbitration to be selected in a manner as specified hereinafter. The Employer and the Local Union agree that the majority decision of such board shall be final and binding on both parties.

Section 2. The employees, through the representatives of the Local Union, shall have the right to file a grievance pursuant to Article III regarding an alleged violation of the specific provision of the collective bargaining agreement as to the competency of any employee, to fill a new position or vacancy, of promotion or demotion, of discipline administered, of layoffs, of discharge or of unlawful discrimination. Such hearings shall be attended by the employee involved and shall be before a designated representative of the Employer to represent the Employer in the matter, or someone delegated by him to represent him in the matter, and in the event the grievance is not settled, the grievance can be processed through the remainder of Article III Grievance Procedure. This paragraph is not to be interpreted as meaning that the Local Union has the right to a hearing on the competency of new employees hired by the Employer. New employees shall mean those employees who have not attained seniority.

## ARTICLE III GRIEVANCE PROCEDURE AND ARBITRATION

Section 1. Grievance Procedure. In the event that any difference arises between the Employer and the Local Union, or any member of the bargaining unit concerning the interpretation, application or compliance with the provisions of this Agreement, such difference shall be deemed to be a grievance and shall be settled in accordance with the grievance procedure set forth herein.

*Step 1. Oral Discussion* .The employee first shall notify his/her immediate Supervisor of his/her grievance within twenty-one (21) calendar days of the date of the alleged violation, unless mutually extended, and then, if he/she so desires, shall discuss his/her grievance with the Steward and if the Steward considers the grievance to be valid, then the employee and the Steward will contact the employee's immediate Supervisor and will attempt to effect a settlement of the complaint. The Supervisor shall make his/her decision known within seven (7) calendar days thereafter. This procedure, however, will not prevent an employee from contacting his/her Supervisor if he/she so chooses. If the purpose of the employee contacting his/her Supervisor is to adjust the grievance, the Steward shall be given an opportunity to be present and such adjustment shall be in conformity with this Agreement.

*Step 2. Grievance Reduced to Writing*. If no settlement is reached in Step 1, the designated

representative of the aggrieved party may within twenty-one (21) calendar days submit the grievance in writing to the designated representative of the other party, which shall contain the following:

- (1) Statement of the grievance setting forth the facts upon which the grievance is based.
- (2) Reference to the Section or Sections of the Agreement alleged to have been violated and on what date(s).
- (3) The correction sought.

After submission, the representatives will meet within the next twenty-one (21) calendar days (unless mutually extended) in an attempt to settle the grievance and over their signatures, indicate the disposition made thereof. In absence of a written request for arbitration within twenty-one (21) calendar days from the date of receipt by the aggrieved party of the second step answer, the grievance shall be considered dropped.

#### OTHER GRIEVANCES

In the case of other grievances between the parties, the processing of such grievances shall begin with Step 2 within twenty-one (21) calendar days of the date of the alleged violation (unless mutually extended) and shall be limited to matters dealing with the interpretation or application of terms of this Agreement. Such grievance shall be submitted in writing to the designated representative of the other party and shall contain the following:

- (1) Statement of the grievance setting forth the facts upon which the grievance is based.
- (2) Reference to the Section or Sections of the Agreement alleged to have been violated and on what date(s).
- (3) The correction sought.

The grievance shall be signed by a designated representative of the grievant party. If a settlement is reached within twenty-one calendar days (unless mutually extended) from the submission of the grievance to the designated representative of the other party, both shall sign the grievance and indicate its disposition. In the event no settlement is reached, the aggrieved party may, within twenty-one (21) calendar days from the denial set forth in writing a request that the matter be submitted to an arbiter for a prompt hearing.

In absence of a written request for arbitration within twenty-one (21) calendar days from the date of receipt by the aggrieved party of the second step answer, the grievance shall be considered dropped.

*Step 3. Arbitration.* If no settlement is reached in Step 2 in the specified or agreed time limits, the aggrieved party may in writing within twenty-one (21) calendar days from the date of the denial, request that the matter be submitted to an arbitrator for a hearing and resolution.

Section 2. Arbitration. All differences that may arise which cannot be agreed upon by the representatives of the Employer and the local union shall be submitted in the manner herein before provided at the request of either party to arbitration as follows:

- (a) Either party shall request from the Bureau of Mediation Services (BMS), a list of seven (7) available Arbitrators. The Employer and the Union shall attempt to agree on one (1) of the Arbitrators contained in the list submitted by the BMS. If the parties are unable to agree, then the parties shall, through an alternative process, strike names one at a time from said list, and the remaining name shall act

as Arbitrator. The party seeking arbitration shall strike the first name.

(b) The party requesting arbitration shall submit in writing to the other party, on the same date arbitration is requested, a complete and detailed Statement of Issues which shall contain specific reasons for the arbitration and which shall state specifically the clause or clauses of the Labor Agreement wherein a violation is claimed and the reasons advanced. Copies of the Statement of Issues shall be provided to the Arbitrator at least three (3) days prior to their first hearing.

(c) The selected arbitrator shall hear all evidence on the case, or cases, referred to him/her and with all members present render a decision in writing and signed by a majority of its members immediately after testimony has been completed. The Arbitrator, in meeting to render a decision or to hear a case, shall not be compelled to be in session at other than 8:00 a.m. to 5:00 p.m., Monday through Friday, holidays excepted.

(d) Each party shall bear the expenses of preparing and presenting its own case and shall share equally the expense of the Arbitrator.

(e) The Arbitrator shall decide on all matters pertaining to procedure in connection with the presentation of the arbitration case. A part of the procedure shall be as follows:

(1) Except in a case relating to employee discipline, the Union shall be obligated to present its case first and will be obligated to present its closing argument first. The Employer shall proceed first and present its closing argument first in a case involving employee discipline.

(2) Decisions on procedure by the Arbitrator shall not be governed by strict legal rules but may be based on any logical evidence of probative value.

(3) Hearsay shall not be considered logical or permissible evidence.

(f) In reaching an award, the Arbitrator shall not go beyond the evidence submitted and shall interpret only the signed Agreement between the parties hereto, and it shall not be the right of the Arbitrator to render decisions which have as their effect the enforcement on either party of new rules or regulations covering the conduct of either the Employer or the employees covered herein.

(g) At the request of either party, and with mutual agreement of both parties, certain grievances or disputes may be submitted to "Expedited Arbitration". In the event that either party declines arbitration under the expedited procedure, then the grievance or dispute may be submitted to regular arbitration as previously defined in this Article.

(h) Nothing contained in this Labor Agreement shall be construed as an agreement to submit to arbitration any question or difference involved in the negotiation of a new Labor Agreement or in the negotiation of an amendment to this Labor Agreement.

Section 3. All disputes relating to the PERA will be resolved through procedures for addressing claims set forth by PERA. No such disputes will be subject to grievance/arbitration between the parties, either under this Agreement or otherwise.

#### **ARTICLE IV CLASSIFICATIONS**

Section 1. Attached hereto are classifications and wages and cost of living adjustments for such classifications which shall become a part of this Agreement and shall be known as "Exhibit "A". After the signing of this Agreement if through error any employee or classification is omitted in classifications identified in Exhibit A, such employee or classification shall be considered included in Exhibit A provided it had previously been agreed between the parties hereto that such employee or

classification *was* included in Exhibit A.

Section 2. Representatives of the parties have met and drawn up sectional working rules known as Exhibit "Bs" that are part of this Agreement. True and correct originals and corresponding copies of the only Resource Recovery Technologies, LLC succeeded in this collective bargaining agreement by R&E Board and IBEW Local Union 23 Exhibit Bs that are part of this Agreement were signed by the parties on Wednesday, December 19, 2012, and are identified as follows:

Exhibit B-1 Apprenticeship Training  
Exhibit B-2 Overtime Call Out  
Exhibit B-3 Ten (10) / Eight (8) Hour Shift Schedule  
Exhibit B-4 Helper Classification  
Exhibit B-5 Electrician Schedule  
Exhibit B-6 Primary Duties and Crossover Duties  
Exhibit B-7 Separation of Classifications

The parties recognize that an "employee" covered by this collective bargaining agreement is subject to Minn. Stat. 179A.03, Subd. 14, which provides that temporary and part-time employees are excluded from coverage under this agreement if they work the lesser of fourteen (14) hours per week or 35% of the normal work week or are basically temporary or seasonal in nature not working more than sixty-seven (67) working days in a calendar year

Section 3. Employees who have attained seniority are to receive full time employment, provided they are ready and in condition to perform their work in accordance with the terms and conditions of this Agreement. However, employees who have established seniority may be laid off in accordance with the seniority rules contained herein after receiving fifteen (15) working days' written notice. Employees who have not established seniority may be laid off without receiving any notice.

Section 4. It is agreed between the parties to this Agreement that no employee covered in this Agreement shall suffer a reduction in present wages on account of any provision contained herein, except as specifically provided herein in Exhibit A with respect to any Cost of Living decreases. It is understood, however, that in demotion to a lower paid classification, the lower rate will apply.

## **ARTICLE V WORKING HOURS**

### Section 1.

(a) A work week shall consist of a forty (40) hour period beginning Sunday afternoon and ending Saturday evening: The Plant will be open for receiving waste six (6) days a week from 6:00 a.m. to 6:00 p.m., under normal operating conditions.

(b) A week in which a holiday falls shall be a thirty-two (32) hour work week. A week in which two (2) holidays fall shall be a twenty-four (24) hour work week, except as provided for in Section 8 of this *Article*.

Section 2. The Employer shall have the right to change work schedules no more than four times during the term of the Agreement, and no more than twice during the first year of the Agreement said changes to occur with thirty (30) days notice. The Employer will meet to discuss the schedule change and listen to input from the Union after the notice and prior to the implementation. Schedules shall be any combination of eight (8), ten (10), or twelve (12) hour shifts, with the regular workweek being forty (40) hours per week. There shall be no split shifts.

Section 3. Time and one-half shall be paid for hours worked after normal scheduled shift hours in a day, or forty (40) hours in a work week. Double time shall be paid on Sunday only if employees

working on Sunday work the remainder of their scheduled work week. All work done by employees outside of regular hours or scheduled shifts shall be paid for at the rate of time and one-half, except Sundays and holidays, which shall be paid for at double time, and employees shall not be required to take off time during the regular working day for overtime worked, or to be worked, unless otherwise mutually agreed between the Employer and the Local Union before such overtime is worked. If an employee works four (4) or more hours overtime and is released from work, eight (8) hours shall elapse before he/she returns to work for their scheduled shift without loss of a regular scheduled day's pay. For this purpose, "return to work for their scheduled shift" does not include any paid leave time.

#### Section 4.

(a) The overtime is to be as equally distributed as is practicable among the employees employed in the classification of work where such overtime is worked or to be worked. Each month the Labor Relations Department of the Employer will supply to the Local Union an overtime list showing the actual additional hours paid and credited (as provided for in Subsection (d) in this Section) each employee for overtime during the payroll periods ending in the previous month. The Employer shall also post on its bulletin boards an up-to-date overtime report in order that the employees involved will be fully acquainted with their individual overtime standing.

(b) Except as otherwise provided for in Paragraph (c) of this Section, in the event the Employer calls to work for overtime work employees of a different classification than the classification of work for which such overtime is worked without having exhausted all reasonable attempts to call employees within the classification of work where such overtime is to be worked, the Employer shall pay at the overtime rate the employee with the least amount of overtime in the classification of work where such overtime is worked in addition to the employee who did work at the regular overtime rates. All classifications may be assigned other work.

(c) Employees contemplating absence from work shall make every reasonable effort to notify the Employer as quickly as possible of such contemplated absence and the provisions as contained in Paragraph (b) of this Section shall apply only in the event overtime work is performed for relief of an absent employee who has notified the Employer four (4) hours or more in advance of his/her established starting time. It is understood and agreed between the parties hereto, that the Employer shall have exhausted all reasonable attempts to call an employee within the classification of work where overtime is to be worked when an attempt is made to call an employee and through no fault of the Employer the effort has been unsuccessful.

(d) Employees low in overtime shall, in accordance with Subsection (a) of this Section, normally be the first ones contacted for overtime work. If an employee turns down overtime, he/she shall, for the purpose of determining his/her overtime status, be credited with the amount of overtime involved. This shall apply only to overtime in the employee's regular classification. It is agreed, however, an employee who is on vacation or who is absent from work because of a death in his/her immediate family, shall not be called for overtime during the period involved.

(e) No employee shall be called for overtime work during his/her vacation period. For the purposes of this Section, the vacation period shall include not only the vacation proper, but shall also include (1) any holiday as defined in this Agreement, (2) any day off in lieu of a holiday worked, subject to the provisions of Article V, Section 8, or (3) any day or days which such employee would normally have off if not on vacation, as provided in Article V, Sections 1 & 2, inclusive, provided that any such day or day enumerated herein, shall immediately precede, immediately follow, or run consecutively with the vacation proper without interruption .

(f) For the purpose of equally distributing overtime, an employee taking a day off in lieu of a holiday shall not be called to work overtime on this day off or on his/her regular days off which run consecutively with the day taken off in lieu of a holiday.

(g) Any employee who has accepted a scheduled overtime assignment shall receive a minimum of

two (2) hours at the applicable overtime rate if the overtime assignment is canceled less than twelve (12) hours prior to the scheduled assignment or after the expiration of his/her previous normal work period.

Section 5.

(a) When it is necessary that employees work overtime and such work interferes with the regular meal time, they shall be furnished a meal at the Employer's expense at reasonable intervals while working.

(b) When employees work one (1) or more hours overtime and such work interferes with regular meal time, they shall be furnished a meal at the Employer's expense except as provided for in Subsection (c) of this Section and at reasonable intervals thereafter while they continue working. Employees who are called to work two (2) hours or more before the regular starting time shall be furnished a meal, and if employees receive a call to report for work immediately in which case they would not have the opportunity to prepare a lunch, the Employer shall furnish a meal at the established meal time in accordance with their schedule of work.

(c) When an employee is not released at the expiration of his/her work day and works overtime for a period of one (1) or more hours but not in excess of two and one-half (2-1/2) hours and is entitled to a meal under the terms and conditions of this Section, the Employer may at its option pay to the employee involved Ten Dollars (\$10.00) instead of actually furnishing the meal. Where it has been the practice of the Employer in the past to pay a cash sum instead of actually furnishing the meal to an employee who is not released at the expiration of his/her shift and works overtime for a period in excess of two and one-half (2-1/2) hours, that such practice is not to be changed except that the Employer instead of the various cash meal allowances that have been made in the past shall now pay Ten Dollars (\$10.00) for such cash meal allowances, if the employee is entitled to a meal under this Section. The evening meal referred to in this Subsection shall not be paid to employees working out of town on Employer expense allowance.

(d) When the Employer actually furnishes the meal, the expense allowance for such meal shall not exceed Ten Dollars (\$10.00). The aforementioned expense allowance also applies to the evening meal furnished to employees working out of town on Employer expense allowance.

Section 6. Employees who have not attained seniority and who report for work on orders of the Employer and are not assigned, shall be paid two (2) hour time for so reporting.

Section 7. When an employee is called back to work after having been released from his/her regular day's work he/she shall receive:

- (1) Regular overtime rates.
- (2) Thirty (30) minutes at overtime rates for travel time from home to the job when not furnished transportation by the Employer and thirty (30) minutes at overtime rates for travel time from the job to home when not furnished transportation by the Employer.
- (3) Time at overtime rates for the time consumed in traveling from home to job and job to home when furnished transportation by the Employer.
- (4) In any event, he/she shall receive no less than an amount of pay equivalent to two (2) hours pay at overtime rates.

Section 8. Holidays.

(a) All employees covered by this Agreement who have attained seniority shall be entitled to the holidays listed in Subsection (b) of this Section and shall receive a regular work day's pay at straight time rates for such holidays under the conditions set forth in Subsections (c), (d), (e), (f), and (g) of this Section.

(b) Recognized holidays within the meaning of this Agreement shall include New Year's Day, Good Friday, Memorial Day, Juneteenth, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve Day, Christmas Day, and two (2) agreed time off ("MAT") days to be mutually agreed upon by the employee and the department head involved ("MAT days").

(c) The facility will be closed during the following holidays: Christmas Day

(d) The facility will be open during the following holidays: Good Friday, Juneteenth, Day after Thanksgiving, Christmas Eve Day, and two (2) MAT days. These holidays shall be treated as floating holidays and shall be scheduled off as provided for in part (e) of this Section.

(e) Employees may observe their floating holidays on any regular workday by declaring their intention to the department head at least one (1) full calendar week in advance, by mutual agreement. Such days off shall be taken off within one hundred twenty (120) days following the calendar year involved and may be taken before or after the holiday by previous arrangement as hereinbefore provided, unless otherwise agreed between the Employer and Local Union.

(f) When a recognized holiday falls on a Sunday, it shall be treated as a floating holiday unless the following Monday is recognized as the day of observance. When Christmas Eve Holiday falls on a Sunday the preceding work day shall be observed by the Employer as the Christmas Eve Day Holiday and the day will be considered a holiday for pay purposes (overtime at double time).

(g) When a recognized holiday falls on an employee's day off, the holiday shall be treated as a floater.

#### Section 9. Pay Days.

(a) Pay days shall be bi-weekly on the Friday following the end of the regular pay period. When a pay day falls on a holiday as designated within this Agreement, employees shall receive their pay on the preceding workday.

(b) The regular bi-weekly pay period shall end at 11:59 p.m. Saturday for all employees.

#### Section 10. Jury Service

(a) When an employee has been absent from work because of jury service for a period not in excess of ten (10) working days, he/she shall be paid his/her regular rate of pay and will not be required to reimburse the Employer with his/her jury pay.

(b) An employee absent from work because of jury service in excess of ten (10) scheduled working days shall be paid for the first ten (10) working days absence because of jury service as provided for in Subsection (a) of this Section and shall be paid his/her regular rate of pay for all absence from work because of such jury service in excess of ten (10) scheduled working days with the understanding that he/she shall reimburse the Employer with the pay (less the amount included for traveling expenses) which he/she has received, for such jury service which was in excess of ten (10) working days.

(c) When an employee's regular work day at the Employer occurs on the day he/she is not required to report for jury service, he/she shall report to work on such work day except that he/she shall not be required to put in more than five (5) days in any week including both jury service and normally scheduled work days.



**ARTICLE VI**  
**GENERAL WORKING**  
**RULES**

Section 1. In the event the Employer employs apprentices where apprenticeship ratio and wage scale have not been established, the Employer and the Local Union agree to meet and determine the apprenticeship ratio and wage scale to be applied.

Section 2. Apprentices having served their full terms as such who fail to qualify satisfactorily as a journeyman shall be granted an additional six (6) months to qualify. Failure to qualify after the additional six (6) months shall be sufficient cause for demotion to former position.

Section 3. Any employee placed on a temporary assignment to a higher classification shall receive the prevailing rate of pay for the higher classification during the entire period of assignment. Should the assignment be for four (4) hours or more during the course of his/her regular workday but less than eight (8) hours, the employee shall receive the prevailing rate of pay for the higher classification for the entire eight (8) hours.

Section 4. Employees assigned to vacancies or new positions will be given a reasonable opportunity to demonstrate their qualifications and ability to fill such vacancies or positions.

Section 5. The Employer shall furnish all necessary safety equipment for the protection of the employees, and it is a rule of the parties hereto that they be used.

Section 6. There shall be no change in job duties unless so determined by the established method of negotiation as provided for within this Agreement.

Section 7. Third party drivers may discharge loads onto the receiving floor in accordance with current Employer operating policies and procedures.

**ARTICLE VII**  
**SENIORITY**

Section 1. Seniority shall accrue in a manner as hereinafter set forth on the properties of the Employer, as covered in Section 1 under Agreement, for all employees covered by the classifications as listed in Exhibit "A" attached hereto.

Section 2. Seniority shall be established, and employees placed on the seniority list after completing six (6) months of service. The accumulative feature of this condition is to be effective after September 4, 1986. Seniority dates shall be established as of six (6) months prior to the date on which six (6) Months of service is completed, unless mutually agreed to otherwise.

Section 3. Unless mutually agreed to otherwise between the parties hereto, no employee hired as a journeyman or advanced apprentice after September 4, 1986, may accrue seniority within a classification over apprentices serving in apprenticeships for the same classification (within respective seniority list).

Section 4. The right to discharge or rehire employees not eligible to be on the seniority list shall be vested in the Employer.

Section 5. Up-to-date seniority lists shall be prepared annually by the Employer and after being agreed to by the Employer and the Local Union shall be bulletined in agreed places accessible to the employees, in order that they may be fully acquainted from time to time with their up-to-date seniority standings.

Section 6. Layoff, due to curtailment of work, shall be made according to the following rules:

- (a) Employees who have not established seniority within a classification where a layoff occurs shall be laid off first.
- (b) Thereafter the employee with the least classification seniority within each classification shall be the first laid off. When adding to the forces in any classification, the last employee laid off in the classification involved shall be the first to be re-employed, if available and physically qualified to return to work. In the event apprentices are being trained for work in a classification affected by a layoff, the apprentices shall be laid off first.
- (c) Effective January 1, 2006, and for the remainder of the agreement, the following applies:
  - I. No employee in given Section covered under this Labor Agreement shall be laid off or suffer a reduction in wage rate, classification or regular working hours (not including overtime), due to a lack of work as a result of the Employer contracting out work normally and customarily performed in the Section.
  - II. No work normally and customarily performed by employees in a given Section shall be contracted out if there are qualified employees in that given Section on lay-off status unless such employees are not readily available to the Employer without unreasonable delay and expense.

Section 7. When re-employing employees with seniority rights, the Employer shall be required to give the employee and the Local Union written notice of its desire for such employee to return to work. After thirty (30) days, upon failure to return to work in his/her established classification after the above requirements have been carried out by the Employer, such employee will have forfeited his/her full seniority rights.

Section 8. Employees establish seniority in a Section where they have been employed six (6) months or more, and on being laid off, may exercise seniority in another classification within that Section or in other Sections where they have been employed six (6) months or more, provided they are qualified to fill the position available, and provided further that their Sectional starting date is prior to that of the employee they seek to displace. However, employees cannot exercise seniority back into a classification from which they have been laid off, except when adding to the forces, as provided for in Section 6 of this Article unless they have exhausted every other possibility in the exercise of their rights.

Section 9. If mutually agreed between the Employer and the Local Union, employees who have attained seniority with the Employer and are laid off on account of curtailment of work may, provided the seniority provisions of Section 8 of this Article have been exercised to the fullest extent, claim seniority in other Sections over employees who have less than five (5) years Employer seniority provided they have more Employer seniority than the employee whom they seek to displace. Such employees, unless otherwise mutually agreed, shall assume the starting wage of the classification in which they displace the employee and shall remain in the classification in which they displace employee only until such time as the provisions of Section 8 of this Article provide them with employment.

Section 10. Employees, who have attained seniority with the Employer and who have been temporarily assigned to other classifications or Sections, may not have seniority accrue to them in those classifications or Sections unless it is mutually agreed to between the parties hereto.

Section 11. Employees of the Employer who may be called upon to transact business for the Local Union which requires their absence from duty with the Employer, shall, upon application of twenty- four (24) hours' written notice and with permission from the Area Leader, Employee and Labor Relations of the Employer, be allowed to absent themselves without pay for sufficient time to transact such business.

Section 12. Any employee of the Employer covered hereby who is or may be elected or appointed to an office in the International Brotherhood of Electrical Workers or any of its local unions requiring his/her absence from duty with the Employer shall continue to accumulate seniority with the

Employer throughout such term of office, and he/she shall, upon termination of the duties for which his/her leave of absence was granted, return to work within thirty (30) days, provided he/she is qualified and his/her seniority entitles him/her to do so. The Local Union shall be required to give the Employer thirty (30) days' written notice of its desire for such employee to return to work.

Section 13. Military leave shall be provided in accordance with Federal and State statutes.

Section 14. Any employee of the Employer covered by this Agreement who is injured while on duty shall continue to accumulate seniority during his/her absence due to such injury, and shall be reinstated, upon recovery, to his/her former position with full seniority rights, provided he/she is physically qualified to return to work. It is understood that when such an employee returns to work, the regular rules of seniority will prevail for those employees below him/her on the seniority list unless otherwise mutually agreed between the Employer and the Local Union. Employees shall retain their seniority for eighteen (18) months, or the length of seniority, whichever is shorter, when they have performed no work for the Employer. Employees off work for workers' compensation injuries shall retain their seniority for twenty-four (24) months from the date of the injury.

Section 15.

- (a) A maximum of sixty (60) days' leave of absence may be granted to employees for reasons other than illness and recuperation therefrom with the written approval of the Labor Relations Department of the Employer, provided they can be spared from duty. Such leave of absence may be extended to six (6) months with the written approval of the Employer, and while on such leave of absence, employees shall not be deemed to have forfeited their seniority rights, provided they are physically qualified to return to work. If employees remain away for more than six (6) months, or if they accept employment elsewhere while on such leave of absence without sanction of the Employer, their employment with the Employer shall be deemed to have terminated.
- (b) A maximum leave of absence may be granted to employees for a period of one (1) year with the understanding that while on such leave of absence employees cannot exercise their seniority rights to return to work during the stipulated time of leave, unless agreed otherwise by the parties hereto. However, such leave of absence will in no way otherwise affect their seniority. At the expiration of such leave of absence the employee may return to work providing he/she is physically qualified to do so.
- (c) The Employer agrees that an employee, on being laid off, may apply for, and shall receive, a one (1) year's leave of absence. While on such leave of absence the employee cannot exercise his/her seniority rights to return to work during the stipulated time of leave, unless otherwise agreed to by the parties hereto. At the expiration of such leave, if the Employer does not recall the employee in the manner provided herein within ten (10) days after the date of the expiration of the leave, the employee may apply for and shall receive another one (1) year's leave of absence. However, such leaves of absence will in no other way affect his/her seniority, and at the expiration of his/her leave, the employee may return to work, provided he/she is physically qualified to do so and provided further that his/her seniority permits him/her to return to work.
- (d) An employee covered herein who may be elected or appointed to an office in Local, State, or Federal Government or to an office in labor organizations other than those described in the leave of absence elsewhere in this Agreement may, upon request, be laid off out of seniority for the purpose of holding such office provided it is determined by the Employer that he/she can be spared from duty. He/she shall continue to accumulate seniority with the Employer during his/her absence and shall return to work no later than thirty (30) days after ceasing to hold such office.

described in this paragraph, provided he/she is qualified, and his/her seniority entitles him/her to do so.

- (e) An employee having at least thirty (30) years of service with the Employer or who has at least twenty (20) years of service and has attained the age of fifty-five (55) or more years shall, upon request, be granted a leave of absence for a period of time not to exceed three (3) months provided it is determined by the Employer that he/she can be spared from duty.

An employee granted such a leave of absence shall return to work at the expiration of his leave provided he/she is qualified, and his seniority entitles him/her to do so. Should an employee remain away longer than the leave granted or should he/she accept employment elsewhere while on such leave, his/her employment with the Employer shall be deemed to have terminated.

Section 16. Promotions shall be based on Sectional Seniority. In the event a vacancy occurs in a Section and no employee with seniority rights in the Section is available, the Employer shall notify the Local Unions in writing of such vacancy. Provided further, however, that when a vacancy occurs in a classification and no employee with seniority rights in the section is available, then such vacancy shall be posted in the Newport Plant and filled on the basis of seniority, ability, and qualifications in the opinion of the Employer.

Section 17. Promotional vacancies shall be posted for ten (10) days for written bid in the Section involved and shall be considered open for ten (10) days.

For the convenience of the Employer, temporary assignments may be made until the bids are received and permanent assignments are made. An employee shall not be required to exercise his/her seniority and shall not sacrifice any future rights to bid on vacancies through failure to do so.

Section 18. Unless mutually agreed otherwise between the Employer and the Local Union, an employee signing a posting for a vacancy shall not be permitted to withdraw his/her bid for the vacancy except before the expiration of the posting period.

Section 19. When employees have been laid off for reasons beyond their control and are later re-employed, such lay off shall in no way change their seniority dates on the seniority list.

Section 20. In case of consolidation of Sections, or parts thereof, seniority lists of such classifications affected shall be combined in a manner to be negotiated between the parties hereto.

Section 21. In the event an employee is properly discharged or resigns his/her position, he/she shall forfeit his/her seniority and in the event of re-employment, his/her seniority time and rights shall begin as of the date of his/her re-employment.

Section 22. The Employer will post as a "courtesy posting" before hiring externally, job postings at the Ramsey-Washington Recycling & Energy Center.

## **ARTICLE VIII VACATION AND OTHER PAID TIMEOFF**

Section 1. On January 1 of each year, employees will be entitled to and credited with the vacation amount set forth in the schedules below, based on the last preceding employment anniversary dates. Employees will have an anniversary date with respect to vacation of January 1.

New employees shall be entitled to receive vacation accrual on a pro rata basis until January 1 following their hire date. Effective January 1 following their hire date, the employee will accrue vacation on a per pay period basis. Effective January 1 after the one-year anniversary of their hire date, employees will be credited with the full year's vacation allotment set forth in Article VIII, Section 2 and will continue with this method of accrual thereafter as set forth in Article VIII, Sections 1 and 2.

Section 2. All regular full-time benefit employees covered by this Agreement shall be entitled to vacations with regular pay each calendar year in accordance with the following rules and schedules:

- (a) Employees who have worked for six months and less than two (2) years shall be entitled to a vacation of fifty-six (56) hours on a pro-rata basis, which must be taken prior to December 31 of the following calendar year. The seniority/six-month requirement may be waived at the discretion of the Employer.
- (b) Employees shall continue to accrue vacation on a per pay period basis until they reach two (2) years of employment. In the pay period in which they reach two (2) years of service, they shall receive a lump sum of 96 hours of vacation less the total amount accrued since January 1 of the same year. These vacation hours must be taken prior to December 31 of the following calendar year subject to Section 2, Subsection (f) of this Article. Vacation accruals cease upon the receipt of this lump sum payment. Every proceeding January, the employee shall receive 96 hours of vacation until they reach the next tier of vacation as outlined in Section 2, Subsection (c) of this Article.
- (c) Employees who have attained both five (5) years or more service and five (5) years or more seniority shall be entitled to a vacation of one hundred thirty-six (136) hours, which must be taken prior to December 31 of the following calendar year subject to Section 2, Subsection (f) of this Article.
- (d) Employees who have attained both eleven (11) years of service and eleven (11) years of seniority shall be entitled to a vacation of one hundred forty-four (144) hours. Thereafter the aforementioned employee shall accrue an additional eight (8) hours of vacation for each additional year of service and seniority to and including twenty-five (25) years of service and twenty-five (25) years of seniority to provide a maximum of two hundred fifty-six (256) hours of vacation which must be taken prior to December 31 of the following calendar year subject to Section 2, Subsection (f) of this Article.
- (e) It is agreed that the Employer has the right to designate the time which an employee is to receive his/her vacation that is in excess of eighty (80) hours. However, the Employer and the Local Union shall consult as to the desires of the employees affected to the end that the employee's wishes on the matter shall be respected insofar as the Employer considers possible.
- (f) Except as provided for in Section 2, Subsections (e), (n) and (o) of this Article, all vacations shall be taken in increments of hours which are the equivalent of a regular workday.
- (g) Vacation time shall not accumulate past December 31 of the following calendar year unless mutually agreed to otherwise.
- (h) The Employer agrees that any time which may be lost by an employee as a result of an industrial accident occurring while working on the job for the Employer will not be charged against the employee's vacation or sick leave record.

When an employee leaves the service of the Employer or is laid off, all earned and unused vacation time shall be paid.

- (i) Prior to April 1 of each calendar year, the Employer shall establish a working schedule for vacation periods. The Employer, in determining vacation schedules, will respect the wishes of the employee as to the time of taking vacation insofar as the needs of the service will permit. Employees within classifications shall have preference by seniority as to the choice of vacation time.

- (j) Except as provided for in Section 2, Subsection (f) of this Article, prior to May 1 of each calendar year the Employer will furnish the Local Union with a vacation schedule.
- (k) Any employee who becomes eligible for funeral leave consideration as provided elsewhere in this Agreement while on vacation shall be removed from vacation and placed on funeral leave. The affected vacation may be rescheduled to a later date as provided for in the Agreement.
- (l) Employees eligible for paid time off under subpart (g) of this Article may use any available time off to attend a dependent sick child under the age of eighteen (18) or a child under the age of twenty (20) still attending secondary school.
- (m) Three (3) employees per shift, per day, per week will be eligible for vacation in accordance with the Employer's policy on vacation scheduling posted annually. This number will be reduced to two (2) in the event staffing levels are reduced by three (3) or more employees.
- (n) Vacation hours may be used, without discipline, to supplement remaining sick leave in the event an employee has a balance of sick leave remaining that is insufficient to cover an entire shift. Sick leave balance must be exhausted when used in combination with vacation hours. The partial-shift hours remaining as a result of this use, may be used to cover a partial shift.
- (o) Employees may take vacation in partial shift increments at the employer's discretion when the R&E Center production is negatively affected and a fully staffed shift becomes unnecessary.

New employees shall be granted 16 hours of sick leave upon hire. After two (2) months of employment, new employees shall accrue sick leave at 4 hours per pay period, earning a maximum of 50 hours per year. On January 1 following their hire date and each year thereafter, an employee will be granted 50 hours of sick leave.

An employee must notify a supervisor or designee of the need to take sick leave prior to the starting time of the employee's scheduled shift. This notice may be waived if the Employer determines that the employee could not reasonably be expected to comply with this requirement because of circumstances beyond control of the employee.

If an employee plans to use earned sick and safe time for an appointment, preventive care, or another permissible reason they know of in advance, they must inform their supervisor by phone or in person as far in advance as possible, but at least three days in advance. In situations where an employee cannot provide advance notice, the employee should contact their supervisor by phone or in person as soon as they know they will be unable to work.

Sick leave usage shall be subject to approval and verification by the Employer, who may require the employee to furnish a report from a recognized medical authority attesting to the necessity of the leave, or other information deemed necessary. Those employees who misuse sick leave will be subject to disciplinary action. If an employee uses sick leave, they shall be ineligible for a voluntary overtime shift or emergency callout until their next regularly scheduled shift is worked.

Employees who do not utilize any sick leave hours in a three (3) month period, shall have the option of converting four

(4) hours of sick leave to vacation or pay at the option of the employee. The three (3) month periods are January 1 to March 31, April 1 to June 30, July 1 to September 30, and October 1 to December 31.

If an applicant or new hire within the first week of hire requests time away from work within their first six (6) months, they may be granted paid or unpaid time away from work for up to seven (7) consecutive days at the Employer's approval and discretion.

## **ARTICLE IX**

Section 1. A Employer practice shall be to permit employees to attend the funeral of a deceased relative (wife, husband, domestic partner, child, stepchild, father, mother, stepparent, brother, brother-in-law, sister, sister-in-law, step-siblings, mother-in-law, father-in-law, grandchild, and grandparent) and such employees shall be permitted to be absent from work for up to five (5) non-consecutive days from the date of notification to Employer, not to extend beyond the second day after the funeral. To qualify for paid funeral leave, employees must notify Human Resources and their immediate supervisor of a need for funeral leave and provide information requested by Human Resources.

Section 2. In the event an employee who has established seniority is injured while performing work for the Employer, the Employer shall reimburse such an employee the difference between the Worker's Compensation pay provided under statute and weekly occupational disability benefits offered by FMCP so that combined and regular wages amounts will equal one hundred percent (100%) of net pay. This would apply for up to 104 weeks. Further, this provision would apply per separate injury incidents. "Net pay" means the total amount of regular take-home pay less the workers' compensation benefit payment and less the income tax benefit arising from the tax-free basis of the workers' compensation benefit payment, if any (i.e. subject to an employee's effective income tax rate). In no event shall the reimbursement by the Employer result in the payment of a total weekly rate of compensation that exceeds the weekly wage of the employee pursuant to Minn. Stat. §176.021.

Section 3. As of January 1, 2025, and within the limits set forth in Article XI (Benefits-Maximum Employer Monetary Contribution), the Employer agrees to contribute to the NECA/IBEW Family Medical Care Plan, Plan 16.

Section 4. From the Employer's Maximum Monetary Contribution for Benefits as set forth in Article XI, the Union will allocate up to 100% toward the premium contribution required for all bargaining unit employees by the NECA/IBEW Family Medical Care Plan for the Plan selected by the Union and, at a minimum, in an amount that makes health insurance under the Plan affordable and in compliance with the Affordable Care Act.

Attached as Exhibit C is a fully executed NECA/IBEW Family Medical Care Plan Amendment By Consent to the Agreement Between international Brotherhood of Electrical Workers Local Union 23 and Employer ("Participation Agreement") setting forth among other things Employer's contribution obligation between January 1, 2025 and December 31, 2027 to the NECA/IBEW Family Medical Care Plan. The parties agree that: (1) the employer may unilaterally adjust division of the Employer's Maximum Monetary Contribution for fringe benefits if required to do so pursuant to any binding legal or contractual obligation (e.g., a rate change is directed by the Union pursuant to Article XI of this Agreement or the Board of Trustees adjusts rates); and (2) they will enter into adjusted versions of Exhibit C in the event of any binding adjustment in rates is required by law or by contract.

Section 5. To the extent that the allocation directed by the Union toward the cost of benefits made available under this agreement and/or any participation agreement required by this agreement is insufficient to fund costs or premiums or any other monetary requirement imposed or arising under any of the respective benefit plans or under law, the parties agree and the Union authorizes on behalf of its Employer's member employees the Employer to make pre-tax deductions from employees' wages to fund the costs, premiums or requirements.

Section 6. In the event that during the term of this Agreement, any health care option or coverage under this

Agreement becomes insufficient, deficient or unaffordable pursuant to any federal, state or local health care legislation or any other regulation then in effect, the Employer shall have the option to give notice of a limited re-opener of this Agreement for bargaining over the subject matter of this paragraph.

**ARTICLE X**  
**OTHER**

Section 1. The Employer shall have the right to a second opinion, if it desires to do so, and will pay any physicians charges. If there is any conflict between the first and second opinion, those physicians will choose a third physician, who will give a third opinion, and whose opinion shall prevail. The Employer will pay any physician's charges for the third opinion.

Section 2. The Local Union and the Employer agree to deal with each other concerning Apprentices and Apprenticeship Programs for Resource Recovery Facility employees in accordance with the current Joint Apprenticeship Committee Standards and Procedures heretofore agreed to. This Apprenticeship Program shall not be subject to the grievance procedure as set forth in this Labor Agreement.

Section 3. It is understood and agreed that no member of the Local Union shall be discriminated against or denied employment because of his/her activities in matters affecting the Local Union.

Section 4. Changes to this Agreement may be made at any time when mutually agreed to by the Employer and the Local Union.

Section 5. The Union recognizes the Employer's right to determine the location of the business, including the right to relocate and transfer work between facilities.

Section 6. Paid Family Medical Leave: In the event the Employer participates in the Minnesota Paid Family and Medical Leave program versus an alternative private plan, the Employer and employee will split the premiums for the Minnesota Paid Family and Medical Leave on a 50/50 basis with the employee share payable through payroll deductions pursuant to Minn. Stat. 268B.14.

Section 7. New hires shall become eligible for benefits under the Family Medical Care Plan ("FMCP") the first of the month following 30 days of employment.

**ARTICLE XI**  
**BENEFITS -MAXIMUM EMPLOYER'S MONETARY**  
**CONTRIBUTION**

Section 1. The Employer's maximum monetary contribution for each employee for all benefits will be \$11.79 per hour for 2025, 2026, and 2027, in accordance with the agreement of the parties. For purposes of this provision, benefits will be calculated per hour up to forty (40) hours worked per week (that is, not including overtime) worked to be divided as directed by the Union between the NECA-IBEW Family Medical Care Plan (medical, dental, vision), "special fund", long term disability, short-term disability, and life insurance. For purposes of this section hours worked means regular pay for actual hours worked (not including overtime), vacation, sick time, holidays, funeral pay, jury duty pay, and workers' compensation pay.

**ARTICLE XII**  
**PENSION**

Effective January 1, 2025, and thereafter employees shall continue to be covered by PERA administered by the Minnesota State Retirement System (MSRS).

**ARTICLE XIII**  
**-457(b)**



The Employer will continue to provide effective January 1, 2025, and thereafter a 457(b) Plan for the duration of this Agreement in coordination with MSRS.

**ARTICLE XIV**  
**ENTIRE AGREEMENT**

This Contract represents the entire Agreement between the parties. The Union acknowledges that during the term of collective bargaining it has had the ability to make any and all proposals concerning wages, hours, and conditions of employment and that all such agreements are contained herein. The Union expressly agrees, for itself and for its members, that any wages, hours or conditions of employment not contained within the four corners of this document, including any claimed binding practice, "Exhibit Bs" and/or any letter of understanding, memorandum or any "procedural" agreement preceding the term of this Agreement shall not be binding on the employer. The foregoing shall not include release agreements relating to the RRT Pension Plan or other releases negotiated during the negotiations relating to this contract.

**ARTICLE XV**  
**SEPARABILITY AND SAVINGS**

In the event that any provision of this Agreement is found to be in conflict with state or federal law, the remaining provisions of this Agreement shall remain in full force and effect. If a provision of this Agreement is invalidated by state or federal law, the Employer and the Union shall meet for the purpose of considering lawful substitute provisions as soon as there has been a final determination by a court of competent jurisdiction on the validity of such provision , and all appeals have been exhausted or the time for such appeal has expired.

EXHIBIT "A"

WAGES AND COST OF LIVING  
ADJUSTMENTS

Section 1. Wages shall increase by 6% effective January 1, 2025, 4.0% effective January 1, 2026, and 4.0% effective January 1, 2027.

<b>R&amp;E Classifications</b>	<b>Hourly. Wage Rates as of Jan. 1, 2025</b>
Electrician (Step 3)	\$51.21
Electrician (Step 2)	\$49.47
Electrician (Step 1)	\$47.73
<b>Journeyman Electrical-Mechanical Maintenance</b>	\$42.18
Apprentice Electrical-Mechanical Maintenance (Level 6)	\$40.08
Apprentice Electrical-Mechanical Maintenance (Level 5)	\$37.98
Apprentice Electrical-Mechanical Maintenance (Level 4)	\$35.86
Apprentice Electrical-Mechanical Maintenance (Level 3)	\$33.74
Apprentice Electrical-Mechanical Maintenance (Level 2)	\$31.66
Apprentice Electrical-Mechanical Maintenance (Level 1)	\$29.55
<b>Journeyman Processor</b>	\$37.92
Apprentice-Processor (Fourth Step)	\$36.02
Apprentice-Processor (Third Step)	\$34.13
Apprentice-Processor (Second Step)	\$32.23
Apprentice-Processor (First Step)	\$30.33
<b>Helpers</b>	\$26.64
First 6 Months	\$25.71

Advancement to all of the above levels will be accomplished according to a performance-based check off system and applicable supplemental training in accordance with Article IX, Section 4 of the Labor Agreement.

Premium pay of \$2.25per hour will apply when assigned to static midnight shift.

Premium pay of \$1.55per hour will apply when assigned to static afternoon shift.

Percent of 2 Year Journeyman's Base Rate

1<sup>st</sup> Step 80%  
2<sup>nd</sup> Step 85%  
3<sup>rd</sup> Step 90%  
4<sup>th</sup> Step 95%

Percent of 3 year Journeyman's Base Rate

1<sup>st</sup> Step 70%  
2<sup>nd</sup> Step 75%  
3<sup>rd</sup> Step 80%  
4<sup>th</sup> Step 85%  
5<sup>th</sup> Step 90%  
6<sup>th</sup> Step 95%

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

RAMSEY/WASHINGTON RECYCLING  
ENERGY BOARD

INTERNATIONAL BROTHERHOOD OF &  
ELECTRICAL WORKERS, LOCAL NO. 23

By: \_\_\_\_\_  
R&E BOARD CHAIR

By: \_\_\_\_\_  
MICHAEL H. HOPPE, President

November 14, 2024  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
JONATHON JACOBSON, Business Manager

\_\_\_\_\_  
Date

Recommended:  
By: \_\_\_\_\_  
Trista Martinson, Executive Director

Date: \_\_\_\_\_

Approved As To Form:  
By: \_\_\_\_\_

Assistant County Attorney

Date: \_\_\_\_\_

EXHIBIT Bs

NOT ATTACHED; ITEMIZED IN ARTICLE IV, SECTION 2

Exhibit Bs are not attached but are only itemized in (and only consist of) the documents identified in Article IV, Section 2 of the foregoing Agreement.

EXHIBIT C

FMCP Participation Agreement for Covered Employees, to be added following full execution by the parties.



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

<b>R&amp;E BOARD MEETING DATE:</b>	November 14, 2024	<b>AGENDA ITEM:</b>	VI.b
<b>SUBJECT:</b>	Anaerobic Digestion Contract Amendment		
<b>TYPE OF ITEM:</b>	<input type="checkbox"/> INFORMATION	<input type="checkbox"/> POLICY DISCUSSION	<input checked="" type="checkbox"/> ACTION <input type="checkbox"/> CONSENT
<b>SUBMITTED BY:</b>	Trista Martinson, R&E Executive Director		

**R&E BOARD ACTION REQUESTED:**


1. Approve the second contract amendment between Dem-Con HZI BioEnergy, LLC (DC/HZI) and R&E Board.
2. Authorize the R&E Board Chair to execute the second contract amendment with DC/HZI, following approval as to form by the County Attorney.

**EXECUTIVE SUMMARY:**

**ATTACHMENTS:**

1. Draft Resolution
2. Second contract amendment to Feedstock Supply Agreement

**FINANCIAL IMPLICATIONS:**

AUTHORIZED SIGNATURES	DATE
R&E EXECUTIVE DIRECTOR 	11/8/24
RAMSEY COUNTY ATTORNEY	
WASHINGTON COUNTY ATTORNEY	



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

<b>R&amp;E BOARD MEETING DATE:</b>	November 14, 2024			<b>AGENDA ITEM:</b>	VI.c			
<b>SUBJECT:</b>	Employee Benefits Vendor Selection							
<b>TYPE OF ITEM:</b>	<input type="checkbox"/>	INFORMATION	<input type="checkbox"/>	POLICY DISCUSSION	<input checked="" type="checkbox"/>	ACTION	<input type="checkbox"/>	CONSENT
<b>SUBMITTED BY:</b>	Jim Redmond, Contract Manager							

**R&E BOARD ACTION REQUESTED:**

Authorize R&E Staff to approve the renewal proposal for employee benefits services with Standard Insurance Company for the period of January 1, 2025 through December 31, 2026.



**EXECUTIVE SUMMARY:**

R&E has contracted with Standard Insurance Company to provide group and optional life and accidental death & disability (AD&D), short term disability, and long term disability coverages for R&E’s union employees since January 1, 2018. That contract will expire on December 31, 2024. In order to continue providing benefits to R&E’s union employees, R&E issued a request for proposals on September 19, 2024, which closed on October 14, 2024. There were two proposals received that were determined to be non-responsive. Even though the proposals were non-responsive, R&E staff evaluated the quotes that were included in those proposals. Of the two proposals received, Standard Insurance Company provided the lowest rates; and, coupled with the benefits of continuity of services, R&E Staff recommends that the R&E Board approve renewing the agreement with Standard Insurance Company and allowing renewals for up to five years.

**ATTACHMENTS:**

1. Draft Resolution
2. 2025 Standard Insurance Company Renewal Summary

**FINANCIAL IMPLICATIONS:**

AUTHORIZED SIGNATURES	DATE
R&E EXECUTIVE DIRECTOR 	11/8/24
RAMSEY COUNTY ATTORNEY 	11/8/24



**SUBJECT:** *Employee Benefits Vendor Selection - DRAFT Resolution*

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**WASHINGTON COUNTY ATTORNEY**



11/8/24

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**RESOLUTION R&EB-2024-23**  
**Employee Benefits 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, R&E has a need to provide employee group and optional life and accidental death and disability, short term disability and long-term disability benefits to its union-represented staff; and

WHEREAS, R&E has contracted with Standard Insurance Company since January 18, 2018, to provide life and disability benefits coverages to our union staff, and that contract is due to expire on December 31, 2024; and

WHEREAS, R&E issued a request for proposals on September 19, 2024, to secure a benefits services provider for up to five years beginning January 1, 2025, and closed on October 14, 2025, with non-responsive responses received; and

WHEREAS, R&E staff reviewed quotes for coverages meeting R&E's needs from benefits providers to find a vendor to provide the services and recommends the selection of Standard Insurance Company to continue to provide employee benefits services based on offering better rates as well as a continuity of services. NOW, THEREFORE, BE IT

RESOLVED, The R&E Board authorizes R&E staff to approve the renewal proposal for employee benefits services with Standard Insurance Company for the period of January 1, 2025 through December 31, 2026. BE IT FURTHER

RESOLVED, The R&E Board authorizes R&E staff to approve future renewals through December 31, 2029, provided that they are within the project budget and approved as to form by R&E's attorneys.

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Fran Miron, Board Chair  
November 14, 2024

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Attest  
November 14, 2024



## Ramsey/Washington Recycling & Energy Board

2025 Renewal Summary

Policy 163955

Thank you for choosing Standard Insurance Company (The Standard) as your employee benefits partner since January 1, 2018. We appreciate your business and the opportunity to renew our commitment. We strive to provide Ramsey/Washington Recycling & Energy Board and your employees outstanding value, expertise and personal service.

As always, our goal is to help you take care of your business and your employees. Our team remains committed to helping you achieve strategic goals for your benefits program, streamline administration and increase employee satisfaction. In short — better results with less noise. Thank you again for your continued business.

### Our Approach to Renewals — Continued Partnership

The renewal rates for your Group Life, Disability insurance will be effective January 1, 2025.

In designing fair renewal pricing, we may review three components of rating:

1. **The Manual Rate:** We use your current census file demographics, plan design, industry and location to determine a rate for your coverage based on The Standard's book of business of other similar customers. We do this for groups of all sizes.
2. **The Experience Rate:** In addition, we may use your past claims history to help us determine your renewal rates. Whether we use your claims history — or don't include it — depends on the size of your group and the lines of coverage inforce. Especially for large groups, past claims experience can be a fair and useful predictor of future liability.
3. **The Blended Rate:** If applicable, we use a formula to determine how credible your Experience Rate is in predicting your future claims cost and blend it with your Manual Rate. This produces a Blended Rate that we use to determine your final renewal pricing.

In this package, you'll see an experience table if we've used your claims history in our renewal pricing for a particular line of coverage. Otherwise, your renewal pricing is based solely on your manual rate.

Please consider this renewal package the next step in our ongoing conversation about how we can best meet your needs. We may be able to work together to help you get more value out of your benefits program or reduce overall costs. We'd be happy to re-evaluate your plan design and benefits usage and discuss your options.

### Your Basic Life Renewal

We understand that handling a Life insurance claim takes a special touch. Our Life benefits analysts complete annual grief training. This program helps them empathize with beneficiaries and recognize when

they need special attention. We strive to help you make a tough time easier. Our goal is to provide support with easy claim filing, timely decisions, and prompt payment of approved claims.

### Census Demographics for Basic Life

Categories	Prior Calculation	Current Calculation	Change
Female Lives	0	0	0
Male Lives	43	53	10
Benefit Volume	\$5,935,300	\$7,323,550	\$1,388,250
% Benefit Volume Age 50 +	54%	39%	-15%

Based on our thorough analysis, we're offering the renewal rate[s] listed below.

Renewal Date	Current Rate *	Renewal Rate *	Monthly Premium Change **
January 1, 2025	\$0.165	\$0.165	\$0

\* Rate mode is Per \$1000 of Benefit

\*\* Final premium change will be determined based on your group's composition at billing time

Rate will be guaranteed for 2 years until January 1, 2027.

The Standard is committed to helping you provide employees and their beneficiaries with the support they need. Below is a reminder of the additional services and tools offered with your Life plan.

### The Life Services Toolkit

For employees, online services include estate planning and state-specific will preparation, identity theft prevention, financial calculators, wellness resources and more. For beneficiaries, the Life Services Toolkit offers grief and loss support by phone, online and face-to-face. They can also take advantage of access to financial counselors, legal consultation and other support services. This service is offered through a vendor that is not affiliated with The Standard.

### Travel Assistance

Travel Assistance can provide a sense of security for your employees and their eligible family members anytime they travel with minimal restrictions. Available 24 hours a day — with access online or through a single phone call — Travel Assistance offers a full range of trip planning and travel support, including emergency evacuation services and medical, legal, and translation service referrals. This service is offered through a vendor that is not affiliated with The Standard.

## Your Additional Life Renewal

Your Additional Life insurance from The Standard allows you to expand the benefit options you offer your employees. Your Additional Life plan can offer choice, flexibility, convenience and greater peace of mind for employees.

### Census Demographics for Additional Life

Categories	Prior Calculation	Current Calculation	Change
Female Lives	0	0	0
Male Lives	26	21	-5
Benefit Volume	\$2,010,000	\$1,532,500	-\$477,500
% Benefit Volume Age 50 +	66%	68%	2%

Based on our thorough analysis, we're offering the renewal rate[s] listed below.

### Age Graded Rates for Additional Life:

Age Band	Current Rate *	Renewal Rate *	Volume	Monthly Premium Change **
0 – 29	\$0.060	\$0.060	\$0	\$0
30 – 34	\$0.080	\$0.080	\$0	\$0
35 – 39	\$0.100	\$0.100	\$0	\$0
40 – 44	\$0.180	\$0.180	\$200,000	\$0
45 – 49	\$0.320	\$0.320	\$290,000	\$0
50 – 54	\$0.460	\$0.460	\$120,000	\$0
55 – 59	\$0.760	\$0.760	\$350,000	\$0
60 – 64	\$1.280	\$1.280	\$400,000	\$0
65 – 69	\$2.350	\$2.350	\$172,500	\$0
70 – 74	\$3.340	\$3.340	\$0	\$0
75 and over	\$7.280	\$7.280	\$0	\$0
Total Monthly Premium Change:				\$0

\* Rate mode is Per \$1000 of Benefit

Age Graded Rates for Spouse Life:

Age Band	Current Rate *	Renewal Rate *	Volume	Monthly Premium Change **
0 - 29	\$0.050	\$0.050	\$0	\$0
30 - 34	\$0.050	\$0.050	\$0	\$0
35 - 39	\$0.100	\$0.100	\$0	\$0
40 - 44	\$0.180	\$0.180	\$25,000	\$0
45 - 49	\$0.320	\$0.320	\$130,000	\$0
50 - 54	\$0.460	\$0.460	\$35,000	\$0
55 - 59	\$0.760	\$0.760	\$55,000	\$0
60 - 64	\$1.280	\$1.280	\$110,000	\$0
65 - 69	\$2.350	\$2.350	\$16,250	\$0
70 - 74	\$3.340	\$3.340	\$0	\$0
75 and over	\$7.280	\$7.280	\$0	\$0
Total Monthly Premium Change:				\$0

\* Rate mode is Per Thousand

\*\* Final premium change will be determined based on your group's composition at billing time

Rate will be guaranteed for 2 years until January 1, 2027.

**Your Long Term Disability Renewal**

The Standard's Long Term Disability insurance helps your employees protect a portion of their incomes. Our holistic approach can also support productivity by helping employees stay at or return to work.

This coverage includes a Reasonable Accommodation Expense Benefit, which reimburses employers for approved workplace modifications of up to \$25,000 that enable disabled employees to return to or remain at work. The Reasonable Accommodation Expense Benefit is separate from the LTD benefit payment.

Census Demographics for Long Term Disability

Categories	Prior Calculation	Current Calculation	Change
Female Lives	0	0	0
Male Lives	43	53	10
Benefit Volume	\$248,819	\$308,035	\$59,216
% Benefit Volume Age 50 +	55%	40%	-15%

Based on our thorough analysis, we're offering the renewal rate[s] listed below.

Renewal Date	Current Rate *	Renewal Rate *	Monthly Premium Change **
January 1, 2025	\$0.335	\$0.335	\$0

\* Rate mode is Percent of Insured Earnings

\*\* Final premium change will be determined based on your group's composition at billing time

Rate will be guaranteed for 2 years until January 1, 2027.

The Standard is committed to offering services that help employees feel successful at work and at home. To make sure you're aware of what's offered with your LTD plan, we've highlighted key services below.

### Employee Assistance Program

The Employee Assistance Program (EAP) can help employees and managers resolve personal and workplace issues. The EAP provides 24/7 support from masters-degreed clinicians by phone, online, live chat, email and text. Employees and family members can receive referrals to support groups, a network counselor, community resources and face-to-face counseling sessions. EAP services can help with depression, family issues, life improvement, addictions, financial concerns, workplace conflicts and more. The EAP can also be connected to your health plan and other benefits you offer. This service is offered through a vendor not affiliated with The Standard.

### Your Short Term Disability Renewal

Our approach to your Disability insurance focuses on creating a circle of support for your employees. We strive to make prompt claim decisions to help ensure employees with complex claims get the help they need to return to work.

### Census Demographics for Short Term Disability

Categories	Prior Calculation	Current Calculation	Change
Female Lives	0	0	0
Male Lives	43	53	10
Benefit Volume	\$34,531	\$42,888	\$8,357
% Benefit Volume Age 50 +	55%	40%	-15%

### Experience Data for Short Term Disability

Components	From January 1, 2022 through August 31, 2024
Adjusted Premium	\$75,511
Incurred Claims	\$138,418
Number of Closed Claims	16
Experience Rate	1.63
Credibility	24.00%
Manual Rate	0.47
Blended Rate *	0.75

\* Blended Rate = (Experience Rate) (Credibility) + (Manual Rate) (1-Credibility)

Based on our thorough analysis of the plan and future expected claim experience, we're offering the renewal rate[s] listed below.

Renewal Date	Current Rate *	Renewal Rate *	Monthly Premium Change **
January 1, 2025	\$0.616	\$0.616	\$0

\* Rate mode is Per \$10.00 of Benefit

\*\* Final premium change will be determined based on your group's composition at billing time

Rate will be guaranteed for 2 years until January 1, 2027.

The Standard is committed to helping you provide innovative benefits programs that support your employees' needs. We want to make sure you're aware of the services offered with your STD plan as outlined below.

### Health Advocacy Select

When employees are receiving disability benefits, we can help them navigate the health care system with Health Advocacy Select, a service provided through a partnership with Health Advocate, a leading health assistance and support company. This highly personalized service offers employees a dedicated personal health advocate who can assist with a wide range of health care issues, from medical paperwork to scheduling appointments and getting second opinions.



## Thank You and Next Steps

We appreciate the opportunity to continue our partnership with Ramsey/Washington Recycling & Energy Board.

A summary of our Renewal Offer is in the chart below. Thank you for allowing Standard Insurance Company the opportunity to support your insurance needs.

Product & Services *	Through 12/31/24	Effective 01/01/25
Basic Life	\$0.165 Per \$1000 of Benefit	\$0.165 Per \$1000 of Benefit
Travel Assistance	Included in Rates for Life	Included in Rates for Life
Basic AD&D	\$0.020 Per \$1000 of Benefit	\$0.020 Per \$1000 of Benefit
Additional Life	Rate Varies	Rate Varies, No Change
Additional AD&D	\$0.040 Per \$1000 of Benefit	\$0.040 Per \$1000 of Benefit
Spouse Dependent Life	Rate Varies	Rate Varies, No Change
Spouse Dependent AD&D	\$0.040 Per Thousand	\$0.040 Per Thousand
Child Dependent Life	\$0.200 Per \$1000, Elective	\$0.200 Per \$1000, Elective
Child Dependent AD&D	\$0.040 Per \$1000, Elective	\$0.040 Per \$1000, Elective
LTD	\$0.335 Percent of Insured Earnings	\$0.335 Percent of Insured Earnings
Employee Assistance Program	Included in Rates for LTD	Included in Rates for LTD
STD	\$0.616 Per \$10.00 of Benefit	\$0.616 Per \$10.00 of Benefit
Health Advocacy Select	Included in rates for STD	Included in rates for STD

\*The above shown rates are monthly.

You can count on us to help you retain and attract employees by providing the benefits and services they value – now and for years to come. We're always available to address any questions you have about this renewal or for any service needs. Please reach out to the Minneapolis group office at (800) 633-8575 and we'll be happy to help.



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

<b>R&amp;E BOARD MEETING DATE:</b>	November 14, 2024		<b>AGENDA ITEM:</b>	VI.c				
<b>SUBJECT:</b>	Recognition of Commissioner Victoria Reinhardt							
<b>TYPE OF ITEM:</b>	<input type="checkbox"/>	INFORMATION	<input type="checkbox"/>	POLICY DISCUSSION	<input checked="" type="checkbox"/>	ACTION	<input type="checkbox"/>	CONSENT
<b>SUBMITTED BY:</b>	Trista Martinson, R&E Executive Director							

**R&E BOARD ACTION REQUESTED:**

Approve resolution recognizing Commissioner Victoria Reinhardt’s long dedication to Ramsey/Washington Recycling & Energy Board.




**EXECUTIVE SUMMARY:**

Recognition of Commissioner Victoria Reinhardt for outstanding dedication and leadership of the Ramsey/Washington Recycling & Energy Board.

**ATTACHMENTS:**

1. Draft resolution 2024-29

**FINANCIAL IMPLICATIONS:**

AUTHORIZED SIGNATURES	DATE
R&E EXECUTIVE DIRECTOR 	11/8/24
RAMSEY COUNTY ATTORNEY 	11/8/24
WASHINGTON COUNTY ATTORNEY 	11/8/24



**RESOLUTION R&EB-2024-29**  
**Recognition of Commissioner Victoria Reinhardt**

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 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, Commissioner Victoria Reinhardt has a long history of environmental activism and was a founding board member and chairperson of the Recycling Association of Minnesota from 1989 to 1991; and

WHEREAS, Commissioner Reinhardt helped create the Ramsey/Washington Resource Recovery Project as a County Board Assistant and then served on the board from 1997 to 2015 until the opening of the Ramsey/Washington Recycling and Energy in 2016; and

WHEREAS Commissioner Reinhardt's leadership and vision were key to turning the Resource Recovery Project into the Recycling and Energy board, transforming the model of partnership between two counties and opening the path for revolutionary innovating and partnerships; and

WHEREAS, Commissioner Reinhardt is a nationally recognized leader on environmental issues and has chaired the National Association of Counties' Environment, Energy & Land Use (EELU) Committee and has testified before Congress on issues impacting the environment; 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 gratitude to Victoria Reinhardt for her outstanding public service and her commitment to R&E in their mission to enhance public health and the environment by creating value from waste through partnerships.

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Fran Miron, Board Chair  
November 14, 2024

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Attest  
November 14, 2024



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

<b>R&amp;E BOARD MEETING DATE:</b>	November 14, 2024	<b>AGENDA ITEM:</b>	VIII
<b>SUBJECT:</b>	Updates and Reports		
<b>TYPE OF ITEM:</b>	<input checked="" type="checkbox"/> INFORMATION	<input type="checkbox"/> POLICY DISCUSSION	<input type="checkbox"/> ACTION <input type="checkbox"/> CONSENT
<b>SUBMITTED BY:</b>	Trista Martinson, R&E Executive Director		

**R&E BOARD ACTION REQUESTED:**

For information only.

**EXECUTIVE SUMMARY:**

a. **Executive Director Report**

The R&E executive director will provide a report to the board.

b. **Joint Activities Updates**

Staff will provide updates on Joint Activities work.

c. **Facility Updates**

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

d. **Procurement Report**

Staff will provide a written report of new contracts and amendments executed under the authority of R&E's procurement guidelines during the period of October 1, 2024, through October 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
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R&E EXECUTIVE DIRECTOR

11/8/24



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

## R&E Center Tours

Completed between 10/19/24 - 11/4/24

Group	Group Type	Date	# of visitors
Maplewood ENR Commission	Governmental	10/22/2024	12
Recycling Ambassadors #1	Community	10/22/2024	10
Recycling Ambassadors #2	Internal	10/23/2024	12
FSPF Participants #17	FSPF	10/23/2024	16
City of Red Wing - Public Works	Governmental	10/25/2024	5
City of Red Wing - Public Works	Governmental	10/25/2024	6
MPCA / Metro counties Solid Waste	Governmental	10/30/2024	5
FSPF Participants #18	FSPF	10/30/2024	18
Dakota County Commissioners	Governmental	10/30/2024	20
RC WIC Staff	Governmental	10/31/2024	20

Total Number of Tours Completed: 10

Total Number of Tour Attendees: 124



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 October 1, 2024 and October 31, 2024.

<b>Vendor</b>	<b>Effective Date</b>	<b>Description</b>	<b>NTE/Budgeted Amount</b>	<b>Procurement Type</b>
Berwald Roofing Company, Inc.	10/1/24	Facility – Gutter and Downspout modifications.	\$29,650	SEML
Food Recovery Network, Inc.	10/1/25	Joint Activities – Food recovery services.	\$30,000	Professional Services
Ehlers & Associates, Inc.	10/1/24	Joint Activities – Financial advisory services.	\$30,000 per year	Professional Services
Vineyard Community Services	10/11/24	Joint Activities – Food recovery services.	\$37,096	Professional Services
Hamline Midway Coalition	10/1/24	Joint Activities – Food recovery services.	\$5,039	Professional Services
Open Cupboard	10/1/24	Joint Activities – Food recovery services.	\$20,000	Professional Services

The Procurement team processed 24 grant contracts or amendments totaling \$227,825.51 for BizRecycling, multi-unit recycling, deconstruction grants and food recovery programs. These grants were distributed to multi-unit residential properties, 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.