

MEETING NOTICE
PARTNERSHIP ON WASTE AND ENERGY BOARD

Date: Thursday, December 18, 2025

Time: 10 - 11:30 a.m.

Commissioners, Key Staff, Presenters:

Hennepin Energy Recovery Center (HERC) | 505 N. 6th Avenue | Minneapolis, MN | [Map](#)

Public: Members of the public are encouraged to participate remotely or may attend at the Minneapolis address.
[Microsoft Teams](#) | Phone Conference ID: 978 187 518# | Call in (audio only) +1 323-792-6297

AGENDA

1. Call to Order, Introductions			
2. Approval of Agenda	Action		Page 1
3. Approval of Minutes of June 12, 2025	Action		Page 2
4. Business			
a. Adoption of Bylaws	Action		Page 6
b. 2026 Budget Approval	Action		Page 22
c. 2026 Legislative Platform	Action		Page 26
d. Poul Haas Contract	Action		Page 30
e. 2026 Meeting Schedule	Action		Page 45
5. Updates and Reports			
a. Commercial Recycling Measurement Study Update	Information		Page 49
6. Other			
7. Adjourn			

NEXT MEETING

Thursday, January 8, 2026 | 2:30 –4 p.m. | Ramsey County Environmental Center, Roseville

PARTNERSHIP ON WASTE AND ENERGY BOARD
THURSDAY, JUNE 12, 2025

A meeting of the Partnership on Waste and Energy Board (Partnership) was held at 2 p.m. on Thursday, June 12, 2025. Commissioners and staff participants met at the Ramsey County Environmental Health Office, 2785 White Bear Avenue North, Maplewood, Minnesota. Other participants and the public joined remotely or in person at the Maplewood address.

MEMBERS PRESENT

Commissioner Fran Miron – Washington County
Commissioner Debbie Goettel – Hennepin County
Commissioner Mary Jo McGuire – Ramsey County

ATTENDING AT RAMSEY ENVIRONMENTAL HEALTH, MAPLEWOOD

David Brummel, Max Dalton, Dan Donkers, Melissa Finnegan, Sam Hanson, Sam Holl, Noah Johnson, Carly Kolden, Matt Phillips, Sam Richie, Britta Torkelson, Rob Vanasek

ATTENDING REMOTELY

Leigh Behrens, Tutu Fatukasi, Sam Ferguson, Rae Eden Frank, Sarah Galush, Maitri Gandhi, Jamie Giesen, Sam Hanson, Filsan Ibrahim, Jennefer Klenner, Cassie Lefebre, Michelle Palm, Jim Redmond, Ryan Tritz, Ami Wazlawik

CALL TO ORDER

Chair Miron called the meeting to order at 1:37 p.m. Introductions of attendees in Maplewood were made.

AGENDA OF JUNE 12, 2025 PRESENTED FOR APPROVAL

Motion by Goettel, seconded by McGuire. Motion passed.
Ayes: Miron, Goettel, McGuire.
Nays: None.

MINUTES FROM FEBRUARY 6, 2025 PRESENTED FOR APPROVAL

Motion by McGuire, seconded by Goettel. Motion passed.
Ayes: Miron, Goettel, McGuire.
Nays: None.

BUSINESS

Bylaws Recommendation

Presented by: Dave McNary, Hennepin County Environment & Energy Assistant Director

Lead staff were asked to find ways to clarify roles and responsibilities among R&E staff and staff representing Hennepin, Washington and Ramsey Counties. Several options were reviewed, including amending the current Joint Powers Agreement (JPA), drafting of a new JPA between all three counties and keeping current JPA and drafting bylaws. Partnership counsel recommended bylaws be drafted as it would be the easiest path forward and would serve to make the desired clarifications.

Draft bylaws were presented to the Partnership, highlighting major sections of the document. The bylaws were drafted to be consistent with the language of the JPA. Compensation to R&E staff for work related to the Partnership, and the tracking of this time was noted. The ex-officio role was also discussed.

A 30-day written notice is required before enacting bylaws. It was clarified that the JPA serves as the Partnership's constitution, and the bylaws provide additional operational detail. It was noted that the Partnership Board has full authority to adopt the bylaws under the auspices of the JPA.

A red-lined version of the bylaws is to be presented at the September 25, 2025, Partnership Board meeting.

2025 Budget Status

Presented by: Matt Phillips, Ramsey/Washington Recycling & Energy Accounting Manager

The numbers for the update were pulled in late May. Spending just under fifty percent for 2025. The only variance noted was \$2 for insurance.

UPDATES AND REPORTS

2024 Partnership Annual Report

Presented by: Melissa Finnegan, Ramsey/Washington Recycling & Energy (R&E) Strategic Partnership Manager

The Partnership's fifth annual report was presented. The report was intentionally published on Earth Day (April 22, 2025). Appreciation was expressed to all staff who have worked on the report. Legislative highlights included the signing of the Package Waste and Cost Reduction Act. Wood waste capacities and zero waste challenges were noted, and the report celebrated retiring Commissioner Victoria Reinhardt's contributions.

Commercial Study Update

Presented by: Dave McNary, Hennepin County Environment & Energy Department Assistant Director

Phase one of the study is nearing completion. Foth met with all seven counties to understand each county's methodology, identify data sources and gather relevant information for phase two. During phase two, gaps in areas of concern regarding current methods will be identified. Flow charts will be used to aid in identifying similarities, differences and gaps in the data collection methods. Phase three will focus on reuse data collection. The study is off to a good start. Foth has documented reporting methodologies and developed solid next steps. The other metro counties and the Minnesota Pollution Control Agency (MPCA) appreciate that the Partnership is leading with this study.

A potential future study was noted to explore which recycling vendors individual communities are using and how satisfied they are with their choices. County recommendations to their communities were also mentioned.

2025 Session Legislative Update

Presented by Caleb Johnson, Washington County Senior Environmental Health Program Manager

Partnership priorities in the special legislative session included the Packaging Waste and Cost Reduction Act, SCORE funding, protecting access to waste-to-energy technology, e-waste and battery extended

producer responsibility, emerald ash borer and wood waste, PFAS restrictions and clean transportation standards. There will be a future request for proposals for lobbying services.

The discussion was turned over to lobbyists Sam Richie of Larkin Hoffman and Rob Vanasek of Capitol Hill Associates. The Clean Transportation Standard did not get any movement during the session. The bonding bill had no local projects. Funding went to wastewater projects, roads and bridges and asset upkeep for the university systems. There was \$1,000,000 in tree planting that went to the Met Council.

The energy bill was discussed, noting a wood waste policy stalled the bill. There is continued work with Great Plains Institute in support of a clean transportation standard. There was language introduced this year, but it did not receive any movement.

Packaging bill issues were reviewed, as well as meetings with legislators related to protecting the bill, SCORE funding and budget cuts. Discussions have been held with legislators relative to waste-to-energy, but there has been no progress of note. There have been efforts by District Energy to engage on wood waste management, but no solutions have been presented.

Looking ahead to 2026, e-waste and batteries will be topics of note. That bill could be separated into two components to increase the chances of making it to the floor. It will be a bonding year, and a bonding tour is anticipated. Finnegan noted the bonding funds are not available for the anaerobic digester as a private partnership is involved in the project.

Commissioners stated it would be helpful to have talking points for letters and bullet points for post-session communications, and a targeted communication to legislators that includes the 2024 annual report. A 2026 summer tour of the R&E Center should be set up for the delegation.

OTHER

The location of future meetings was discussed, with consideration of moving the meetings to the R&E Center. This will be discussed further at the September Partnership Board meeting.

ADJOURN

Chair Miron declared the meeting adjourned at 2:53 p.m.

NEXT MEETING

The next meeting of the Partnership on Waste & Energy Board will be held on Thursday, September 25, 2025, at 1:30 p.m., at Ramsey County Environmental Health, Maplewood.

ATTEST:

Fran Miron, Chair
December 18, 2025

December 18, 2025

PARTNERSHIP BOARD MEETING DATE:		December 18, 2025		AGENDA ITEM:	4.a
SUBJECT:	Approval of Partnership Bylaws				
TYPE OF ITEM:	<input type="checkbox"/>	INFORMATION	<input type="checkbox"/>	POLICY DISCUSSION	<input checked="" type="checkbox"/> ACTION
SUBMITTED BY:	Partnership Lead Staff				

BOARD ACTION REQUESTED:

Approval of Partnership bylaws.

EXECUTIVE SUMMARY:

Staff have developed a set of bylaws that clarifies the roles and responsibilities of Ramsey/Washington Recycling & Energy (R&E) staff and staff from Hennepin, Ramsey and Washington Counties. Clarification of roles and responsibilities was necessitated by the restructuring of R&E in 2025. The proposed bylaws were amended to allow R&E, as the administrative agent, to designate one staff person to serve as the Lead Staff for R&E.

ATTACHMENTS:

1. Draft Resolution PWE-2025-1
2. 2025 PWE bylaws (clean)
3. 2025 PWE bylaws (redline)

FINANCIAL IMPLICATIONS:

None.

Authorized Signatures	DATE
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Hennepin County

12/11/25

Ramsey/Washington Recycling & Energy

12/9/25

Approve as to form:

Assistant County Attorney

12/9/25



DRAFT RESOLUTION PWE-2025-01
Adoption of Bylaws

WHEREAS, The Amended and Restated Joint Powers Agreement (Joint Powers Agreement) of the Partnership on Waste and Energy (Partnership) between the Ramsey/Washington Recycling & Energy Board (R&E Board) and Hennepin County (individually identified as "Party" or jointly as "Parties") dated March 27, 2018, governs the Partnership; and

WHEREAS, The Governing Board has the authority to develop and adopt Bylaws in accordance with Section 5.2.5 of the Joint Powers Agreement; and

WHEREAS, The Governing Board received a draft set of proposed bylaws at its June 12, 2025, meeting; and

WHEREAS, The proposed bylaws clarify the roles and responsibilities of R&E staff and staff from Hennepin, Ramsey and Washington Counties; and

WHEREAS, The Governing Board has had the opportunity to discuss the benefit of adopting a set of bylaws to clarify the roles and responsibilities of all staff;

WHEREAS, The proposed bylaws were amended to allow R&E, as the administrative agent, to designate one staff person to serve as the Lead Staff for R&E; NOW, THEREFORE, BE IT

RESOLVED, The Partnership hereby adopts the Bylaws as proposed at the June 12, 2025, Governing Board meeting.

Fran Miron, Chair
December 18, 2025

Attest, Vice Chair
December 18, 2025

**BYLAWS OF THE
PARTNERSHIP ON WASTE AND ENERGY
*Adopted by the Board _____, 2025***

ARTICLE I

PARTNERSHIP ON WASTE AND ENERGY BOARD

The Partnership on Waste and Energy Board (the “Board”) is governed by the Amended and Restated Joint Powers Agreement by and between the Ramsey/Washington Recycling & Energy Board and Hennepin County (each a “Party” and together the “Parties”) dated March 27, 2018, as it may be amended from time to time (the “Joint Powers Agreement”). These Bylaws are adopted pursuant to Section 5.2.5 of the Joint Powers Agreement, are effective as of the date of their adoption by the Board 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. Unless otherwise required by law or the Joint

SUBJECT: Bylaws

Bylaws of the Partnership on Waste and Energy Board

Adopted December __, 2025

Powers Agreement, all actions of the Board require a unanimous vote. A commissioner designated as an alternate Board member by a Party may vote and be counted for purposes of establishing a quorum in place of an absent Board member from that Party. All resolutions of the Board shall be in writing, signed by the Chair and attested to by the Vice Chair. 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 and the attorney for the Board, 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 and the attorney for the Board, 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. Governing Board Members.

- (a) **Governing Board Members.** As provided in the Joint Powers Agreement, the Governing Board ("Board") shall consist of the chair and vice chair from the Ramsey/Washington Recycling and Energy Board and one commissioner appointed from Hennepin County, resulting in a representative from Ramsey, Washington, and Hennepin Counties. Hennepin County may replace its designated Board members at any time, at its discretion. Each Party also may designate alternate commissioners to serve on the Board in the absence of a 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 one or more non-voting, ex-officio members of the Board.

Section 3. Ad Hoc Committees. The Board may establish ad hoc committees as it deems necessary and desirable. Such ad hoc committees shall be advisory in nature and not subject to the Open Meeting Law. Each ad hoc committee must include a Lead Staff representative from Hennepin County, Ramsey County and Washington County and may also include a representative of the Administrative Agent.

Section 4. Officers. The officers of the Board shall be selected as provided in Section 4.4 of the Joint Powers Agreement. Each officer shall have the powers and duties specified in the Joint

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Bylaws of the Partnership on Waste and Energy Board

Adopted December __, 2025

Powers Agreement, 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 an annual basis between commissioners from each County. The Chair of the Board shall preside (when present) at all Board meetings. The Chair is authorized to 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 on an annual basis pursuant to Section 4.4 of the Joint Powers Agreement. 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.

ARTICLE III

MANAGEMENT, ADMINISTRATION AND STAFFING

Section 5. Administrative Functions. As set forth in Sections 6 and 7 of the Joint Powers Agreement, 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 or the annual budget.

- (a) *Administrative Agent.* As set forth in the Joint Powers Agreement, the Ramsey/Washington Recycling & Energy Board shall act as the Administrative Agent on behalf of the Board and will assign its own staff to handle administrative duties. The Administrative Agent shall provide any and all financial management, accounting and reporting services necessary for the Board.
- (b) *Legal Representation.* As set forth in the Joint Powers Agreement, the attorney for the Ramsey/Washington Recycling & Energy Board 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 attorney for the Ramsey/Washington Recycling & Energy Board.
- (c) *Board Administration.* Lead Staff designated by each county according to Section 6 and the Administrative Agent will work collaboratively to organize material, presentations, and other items for meetings of the Board.
- (d) *Legislative Platform.* Each county and the Administrative Agent may designate staff to develop policy and legislative positions for the Board's consideration.

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- (a) **Lead Staff.** Each county and the Administrative Agent may designate one staff person to serve as the Lead Staff for their respective county or entity. Lead staff

will have decision-making authority at the staff level. All Lead Staff will work together to make recommendations to the Board relative to budgets, contracts, projects, and correspondence. Lead Staff may designate other staff to perform work on behalf of the Board as described in Section 5 or in relation to special projects.

- (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 budget.
- (c) **Reimbursement.** Staffing and other administrative services provided by the Administrative Agent to the Board shall be reimbursed at rates negotiated during the preparation of the annual budget or as set forth in specific service agreements, as applicable. Except for legal counsel, attending Board meetings is not considered an administrative service.

ARTICLE IV

FISCAL YEAR, BUDGET AND AUDIT

Section 7. Fiscal Year. The Fiscal Year of the Board shall be the calendar year.

Section 8. Annual Budget. Lead Staff from each county and the Administrative Agent will prepare the annual budget for Board approval each year on or prior to October 1. Consistent with Section 5.2.4 of the Joint Powers Agreement, the Board shall approve the annual budget at the fall meeting. The budget shall specify the contributions by each Party, which shall be equal split between the Parties, and each Party shall make their contributions to the Administrative Agent by February 28 of the following year.

ARTICLE V

RECORDS AND REPORTS

Section 9. General Requirements. The books and records of the Board shall be maintained in compliance with Official Records Act, Minn. Stat. § 15.17, and the Minnesota Records Management Statute, Minn. Stat. § 138.17.

Section 10. 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 current Board members and officers; and

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Bylaws of the Partnership on Waste and Energy Board

Adopted December ___, 2025

(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.

Section 11. 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 12. 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. Public access to Board documents will be governed by the Minnesota Government Data Practices Act.

Section 13. Records Retention. The Board shall establish and implement a records retention policy, consistent with the requirements of the Minnesota Records Management Statute, Minn. Stat. § 138.17, and other applicable laws.

ARTICLE VI

FINANCIAL CONTROLS

Section 14. Fiscal Policy and Procedures. The Board shall follow the fiscal policies and procedures set forth by the Administrative Agent. 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 15. Authorized Signatories/Execution of Documents. The Chair and the Vice Chair 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 16. Expenditures. Upon the recommendation of Lead Staff, the Administrative Agent's Executive Director or their 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 without specific Board authorization, subject to approval by Counsel for Administrative Agent and in accordance with Board's fiscal policies.

Section 17. Debt. [Reserved.]

Section 18. Loans. [Reserved.]

Section 19. Checks, Drafts, Notes. All checks, drafts, or other orders for the payment of money, notes or other evidence of indebtedness issued in the name of the Board shall be signed by

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Bylaws of the Partnership on Waste and Energy Board

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such officer or officers, agent or agents of the Board and in such manner as shall from time to time be determined by these Bylaws or by resolution of the Board.

Section 20. Insurance. As set forth in Section 8.6 of the Joint Powers Agreement, the Board shall procure insurance as it deems necessary.

ARTICLE VII

MISCELLANEOUS

Section 21. 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 22. Amendment. These bylaws may be amended from time to time by resolution of the Board duly adopted upon a unanimous 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 23. 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 24. 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.

SUBJECT: Bylaws

Bylaws of the Partnership on Waste and Energy Board

Adopted December __, 2025

Adopted December __, 2025, Resolution _____.

**BYLAWS OF THE
PARTNERSHIP ON WASTE AND ENERGY
*Adopted by the Board _____, 2025***

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Bylaws of the Partnership on Waste and Energy Board
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ARTICLE V

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Adopted December __, 2025

(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.

Section 11. 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 12. 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. Public access to Board documents will be governed by the Minnesota Government Data Practices Act.

Section 13. Records Retention. The Board shall establish and implement a records retention policy, consistent with the requirements of the Minnesota Records Management Statute, Minn. Stat. § 138.17, and other applicable laws.

ARTICLE VI

FINANCIAL CONTROLS

Section 14. Fiscal Policy and Procedures. The Board shall follow the fiscal policies and procedures set forth by the Administrative Agent. 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 15. Authorized Signatories/Execution of Documents. The Chair and the Vice Chair 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 16. Expenditures. Upon the recommendation of Lead Staff, the Administrative Agent's Executive Director or their 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 without specific Board authorization, subject to approval by Counsel for Administrative Agent and in accordance with Board's fiscal policies.

Section 17. Debt. [Reserved.]

Section 18. Loans. [Reserved.]

Section 19. Checks, Drafts, Notes. All checks, drafts, or other orders for the payment of money, notes or other evidence 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 these Bylaws or by resolution of the Board.

Section 20. Insurance. As set forth in Section 8.6 of the Joint Powers Agreement, the Board shall procure insurance as it deems necessary.

ARTICLE VII

MISCELLANEOUS

Section 21. 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 22. Amendment. These bylaws may be amended from time to time by resolution of the Board duly adopted upon a unanimous 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 23. 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 24. 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.

SUBJECT: *Bylaws*

Bylaws of the Partnership on Waste and Energy Board
Adopted December ___, 2025

Adopted December ___, 2025, Resolution _____.

PARTNERSHIP BOARD MEETING DATE:		December 18, 2025		AGENDA ITEM:	4.b
SUBJECT:	2026 Budget Approval				
TYPE OF ITEM:	<input type="checkbox"/>	INFORMATION	<input type="checkbox"/>	POLICY DISCUSSION	<input checked="" type="checkbox"/> ACTION
SUBMITTED BY:	Partnership Lead Staff				

BOARD ACTION REQUESTED:

Approve the 2026 Partnership on Waste and Energy (Partnership) budget.

EXECUTIVE SUMMARY:

Section 5.2.4. of the Joint Powers Agreement for the Partnership on Waste and Energy (Partnership) provides direction on an annual budget.

- 5.2.4. The Governing Board shall develop and approve an annual budget (for the calendar year January 1 to December 31) at its first official meeting, and at a fall meeting in subsequent years.
- 5.2.4.1. The budget shall specify contributions by the Parties, which shall be allocated in equal parts to the Parties.
- 5.2.4.2. The Parties shall make their contributions to the Administrative Agent by February 28th of each year.

Staff have prepared a 2026 budget for board members to review, discuss, and approve.

ATTACHMENTS:

1. Draft Resolution PWE-2025-2
2. Proposed 2026 Partnership Budget

FINANCIAL IMPLICATIONS:

Upon final approval, the financial implications will be explicit in the approved budget.

SUBJECT: 2026 Proposed Budget

Authorized Signatures	DATE
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Hennepin County



12/11/25

Ramsey/Washington Recycling & Energy



12/9/25

Approve as to form:

Assistant County Attorney



12/9/25



**RESOLUTION PWE-2025-02
2026 Budget Approval**

WHEREAS, The Amended and Restated Joint Powers Agreement (Joint Powers Agreement) of the Partnership on Waste and Energy (Partnership) between Ramsey/Washington Recycling & Energy (R&E) and Hennepin County (individually identified as "Party" or jointly as "Parties") dated March 27, 2018, directs in Section 5.2.4 that the Governing Board of the Partnership develop an annual budget; and

WHEREAS, The Joint Powers Agreement further specifies that the Partnership budget shall specify contributions by the Parties, which shall be allocated in equal parts to the Parties; and

WHEREAS, Staff has prepared and presented the attached proposed 2026 budget. NOW, THEREFORE, BE IT

RESOLVED, The Governing Board hereby approves the 2026 Partnership on Waste and Energy budget.

Fran Miron, Chair
December 18, 2025

Attest, Vice Chair
December 18, 2025

	2025 Approved Budget	2026 Proposed Budget
APPROPRIATIONS:		
Staffing and Administration		
Planner	\$ 10,500	\$ 10,500
Accounting Manager	\$ 7,800	\$ 7,800
Contract Manager	\$ 5,800	\$ 5,800
Communications Staff	\$ 5,600	\$ 5,600
Administrative Staff		\$ 2,200
Total Staffing and Administration	\$ 29,700	\$ 31,900
Contracts & Projects		
Insurance, MCIT	\$ 1,450	\$ 1,452
Communications & Graphic Design	\$ 16,000	\$ -
Lobbying & PUC Monitoring Services	\$ 131,000	\$ 120,000
Bioeconomy Coalition of MN membership	\$ 2,500	\$ 2,500
Product Stewardship	\$ 9,000	\$ 9,000
Haz. Waste Online Training	\$ -	\$ 4,250
Zero Waste Challenge	\$ 24,410	\$ 28,000
Contingency Funds	\$ -	\$ 1,861
Total Contracts	\$ 184,360	\$ 167,063
Total Appropriations	\$ 214,060	\$ 198,963
REVENUE:		
Carryover Funds	\$ 4,550	\$ 5,117
Recycling and Energy Board	\$ 104,755	\$ 104,185
Hennepin County	\$ 104,755	\$ 104,185
Total Revenue	\$ 214,060	\$ 213,487

PARTNERSHIP BOARD MEETING DATE:		December 18, 2025		AGENDA ITEM:	4.c
SUBJECT:	2026 State Legislative Platform				
TYPE OF ITEM:	<input type="checkbox"/>	INFORMATION	<input type="checkbox"/>	POLICY DISCUSSION	<input checked="" type="checkbox"/> ACTION
SUBMITTED BY:	Partnership Lead Staff				

BOARD ACTION REQUESTED:

Approve the 2026 state legislative platform.

EXECUTIVE SUMMARY:

Section 5.1.1 of the Amended and Restated Joint Powers Agreement of the Partnership on Waste and Energy (Partnership) between Ramsey/Washington Recycling & Energy and Hennepin County, dated March 27, 2018, specifies that the Governing Board shall develop a legislative and policy platform.

The 2026 Legislative Session will convene on February 17, 2026. The Partnership's 2026 state legislative platform will guide efforts for the upcoming legislative session. Issue-specific policy position statements will continue to be created as needed, serving as an extension of the platform's priorities and direction.

ATTACHMENTS:

1. Draft resolution (Resolution PWE-2025-03)
2. 2026 PWE Draft Legislative Platform

FINANCIAL IMPLICATIONS:

None.

Authorized Signatures	DATE
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Hennepin County



12/11/25

Ramsey/Washington Recycling & Energy



12/9/25

Approve as to form:

Assistant County Attorney



12/9/25



**RESOLUTION PWE-2025-03
2026 State Legislative Platform**

WHEREAS, The Amended and Restated Joint Powers Agreement ("Joint Powers Agreement") of the Partnership on Waste and Energy ("Partnership") between Ramsey/Washington Recycling & Energy ("R&E") and Hennepin County (individually identified as "Party" or jointly as "Parties") dated March 27, 2018, specifies that the Governing Board shall develop a legislative and policy platform; and

WHEREAS, The Governing Board has discussed legislative and policy issues that are in the interests of the Partnership's member counties, and it has identified the key issues to be addressed in a platform. NOW, THEREFORE, BE IT

RESOLVED, The Governing Board hereby approves the 2026 state legislative platform.

Fran Miron, Chair
December 18, 2025

Attest, Vice Chair
December 18, 2025

2026 State Legislative Platform

Build on Waste Management Act goals

The Partnership on Waste and Energy (Partnership) supports policy and regulatory approaches that encourage emerging technologies, promote new markets for waste and align energy and sustainable materials management strategies.

The Partnership supports maintaining Minnesota's hierarchy of waste management practices.

Invest to keep waste out of landfills

The Partnership supports increased state funding at levels that allow local governments to carry out statutory responsibilities.

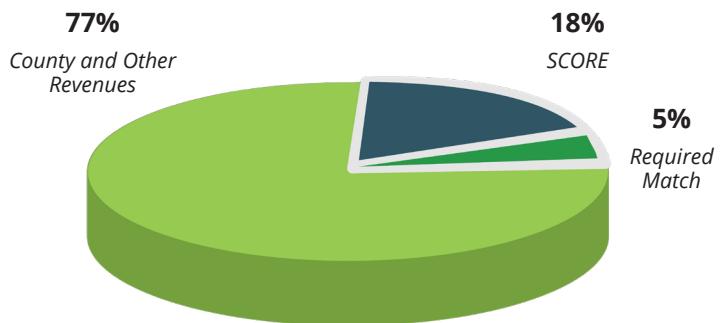
The Partnership supports policies that create effective incentives and prioritize resources to achieve climate, public health, environmental protection, waste reduction and diversion goals.

Create a more sustainable economy

The Partnership supports measures to design waste, toxicity and pollution out of the marketplace and keep products and resources in use for a robust circular economy.

The Partnership supports strong, innovative partnerships between the state, local governments and private entities to maximize the benefits of recovering resources and collaborating on energy and climate initiatives.

County Recycling Spending and SCORE Grants, 2023



State grants cover only 1/5 of county spending for recycling.

Need more information?

Name | Organization

📞 XXX-XXX-XXXX ✉️ email@email.com



The Partnership on Waste and Energy—a collaboration between Hennepin, Ramsey and Washington counties—seeks to end waste, promote renewable energy and enhance the health and resiliency of communities we serve while advancing equity and responding to the challenges of a changing climate.

PARTNERSHIP BOARD MEETING DATE:		December 18, 2025		AGENDA ITEM:	4.d
SUBJECT:	Poul Haas, PA Contract				
TYPE OF ITEM:	<input type="checkbox"/> INFORMATION		<input type="checkbox"/> POLICY DISCUSSION		<input checked="" type="checkbox"/> ACTION
SUBMITTED BY:	Partnership Lead Staff				

BOARD ACTION REQUESTED:

Authorize Partnership leadership staff to execute an agreement with Poul Haas, PA, for waste and energy lobbying and monitoring services, and amendments thereto, upon approval as to form by the County Attorney, in an amount not to exceed of \$120,000 per year for an initial term of three years beginning January 1, 2026, with a potential maximum term of five years and provided funding is available in the approved budgets.

EXECUTIVE SUMMARY:

The Partnership's Joint Powers Agreement requires the development of a legislative and policy platform, and the selection of contract lobbyists for both waste management and energy. The current agreement for energy services is set to expire on December 31, 2025; and, having reached the five-year term limit for contracts based on board policy, requires a competitive solicitation to determine who will provide these services moving forward.

At the same time, monitoring the Public Utility Commission (PUC) and other policy arenas has become a much more substantial component of legislative activity; and as such, requires contract services that overlap with lobbying services. Staff recommended a one-year contract for these services for 2025 with the intention of issuing a solicitation for continued services thereafter. In addition, the current term of the waste management lobbying services contract is set to expire December 31, 2025. Based on these considerations, staff considered it would be best to issue a solicitation for all three services simultaneously to determine what lobbyist or combination of lobbyists could best provide these services for the Partnership.

On July 29, 2025, a request for proposals (RFP) was issued for waste lobbying services, energy lobbying services and policy monitoring services, and structured in a manner that allowed proposers to respond to one, two or all of the areas. It also allowed for the Partnership to select a vendor or vendors for one, two or all of them. The RFP closed on August 19, 2025, and ten proposals were received. The ten proposals were reviewed by an evaluation committee comprised of Partnership invested staff from Hennepin County, Ramsey County and Washington County, based on the criteria laid out in the solicitation. Five respondents were selected for interviews, which were conducted on September 25, 2025. The evaluation committee reviewed the information gathered through the interviews and written proposals; and, based on cost, approach, understanding and experience, determined that Poul Haas, PA, is the respondent most qualified to provide all of the services.

Poul Haas, PA has a depth of strong bi-partisan relationships developed over decades of experience both lobbying and working in several policy roles. They have extensive local government experience, experience navigating challenging political and legislative environments and are excellent at client communication and providing information and reporting in multiple formats that will be helpful in enabling board and staff to

SUBJECT: Poul Haas, PA Contract

understand and respond to both immediate and long-term concerns. They showed that they will proactively work with the Partnership to achieve future goals and protect standing policy positions that might be threatened by other interests. For these reasons, the evaluation committee strongly recommends approval of Poul Haas, PA, to provide waste and energy lobbying services, as well as policy monitoring services.

ATTACHMENTS:

1. Draft Resolution PWE-2025-04
2. Draft contract

FINANCIAL IMPLICATIONS:

This Agreement will cost \$120,000 per year, and funds are available in the Partnership's operating budget.

Authorized Signatures	DATE

Hennepin County



12/11/25

Ramsey/Washington Recycling & Energy



12/9/25

Approve as to form:

Assistant County Attorney



12/9/25



RESOLUTION PWE-2025-04
Contract for Lobbying and Policy Monitoring Services

WHEREAS, The Amended and Restated Joint Powers Agreement (Joint Powers Agreement) of the Partnership on Waste and Energy (Partnership) between Ramsey/Washington Recycling & Energy (R&E) and Hennepin County (individually identified as "Party" or jointly as "Parties") dated March 27, 2018, specifies that the Governing Board may negotiate, enter and enforce contracts necessary to accomplish the purposes set forth in the Joint Powers Agreement; and

WHEREAS, The Joint Powers Agreement further charges the Governing Board to develop a legislative and policy platform, and to select the contract lobbyists for waste management and energy; and

WHEREAS, The Joint Powers Agreement identifies R&E as the Administrative Agent for the Partnership, and that its procurement guidelines will be used for Partnership procurement; and

WHEREAS, Pursuant to R&E's Procurement Guidelines, a request for proposals (RFP) was issued on July 29, 2025, and ten responses were received and reviewed by an evaluation team consisting of staff from Hennepin County, Ramsey County and Washington County according to the criteria laid out in the RFP; and

WHEREAS, The evaluation team interviewed five finalists, and after careful deliberation, determined that Poul Haas, PA provided the most qualified response based on cost, understanding and experience; and

WHEREAS, based on those findings, the evaluation team recommends Poul Haas, PA, to the Governing Board as the selected lobbyist for waste, energy and policy monitoring. NOW, THEREFORE, BE IT

RESOLVED, The Governing Board hereby approves the selection of Poul Haas, PA as the Partnership's Lobbyist for waste, energy and policy monitoring; and BE IT FURTHER

RESOLVED, The Governing Board hereby authorizes Partnership leadership staff to execute an agreement with Poul Haas, PA, for waste and energy lobbying and monitoring services, and amendments thereto, upon approval as to form by the County Attorney, in an amount not to exceed of \$120,000 per year for an initial term of three years beginning January 1, 2026, with a potential maximum term of five years and provided funding is available in the approved budgets.

Fran Miron, Chair
December 18, 2025

Attest, Vice Chair
December 18, 2025



Contract Overview

Vendor Name: Poul Haas, PA

Aspen ID:

Goods or Services Being Provided: Lobbying Services

Goods or Services Type: Professional Service

Contracting Department: Joint Activities **Teams:** PWE

Financial Information

Contract Type: Max Not to Exceed

Original Contract Amount: \$360,000

Current Contract Amount Including Renewals: \$360,000

Annual Budget for These Goods or Services: \$120,000

Maximum Potential Contract Spend Allowed Based on Signing Authority: NA - Within Approved Budget

Funding String:

Contract Overview

Contract Begin Date: January 1, 2026

Original Term End Date: December 31, 2028

Current End Date: December 31, 2028

Contract Authority: Board Resolution

If Board Resolution, Resolution Number: Res 2025-XX

Solicitation Method: RFP

Solicitation Description: Poul Haas was selected out of ten responses received to an RFP. Vendor will provide energy and waste lobbying services, as well as policy monitoring.



**SERVICE CONTRACT BETWEEN RAMSEY/WASHINGTON RECYCLING & ENERGY
AND POUL HAAS, PA**

I. PARTIES

This Contract is made and entered into by and between Ramsey/Washington Recycling & Energy, hereinafter referred to as "The Partnership," or "PWE;" and Poul Haas, PA, 555 Wabasha Street North, Suite 220, Saint Paul, Minnesota 55102, herein referred to as "Contractor."

II. TERM OF CONTRACT

The term of this Contract shall be from January 1, 2026, through December 31, 2028. This Contract may be renewed up to a maximum term of five-years upon mutual agreement of the parties.

III. SCOPE OF SERVICES

Contractor will provide resources, labor, materials, equipment, and expertise to provide energy and waste lobbying services, as well as policy monitoring services for The Partnership. Work shall conform to the Contractor's Proposal and the services will include, but not be limited to, Exhibit A, attached hereto and incorporated by reference.

IV. COST AND PAYMENT

- A. The cost to R&E for the services to be provided by the Contractor is up to \$120,000 per year, to be billed at up to \$10,000 per month.
- B. The Contractor will provide to R&E invoice(s) no more than monthly, which shall include clear documentation of work completed, dates of work, location of work, and Contract Number RESFA-2219.
- C. R&E shall pay each invoice within 30 days of receipt of the invoice. If the invoice is incorrect or work was not performed as specified, R&E will notify the Contractor who shall provide R&E with a corrected invoice. Upon receiving the corrected invoice, R&E will make payment within 30 days of the corrected invoice.
- D. The Contractor shall email invoices to: MFinnegan@recyclingandenergy.org.

V. NONDISCRIMINATION

The Contractor agrees to comply with the nondiscrimination provision set forth in Minnesota Statute § 181.59 and not discriminate on the basis of race, creed, color, or national origin. The Contractor's failure to comply with this requirement may result in cancellation or termination of the Contract, and all money due or to become due under the Contract may be forfeited for a second or any subsequent violation of the terms or conditions of this Contract.

VI. COMPLIANCE WITH LAW

The Contractor shall comply with all applicable Federal law, State statutes, Federal and State regulations, and local ordinances now in effect or adopted during the performance of the services herein until completion of said services. Failure to meet the requirements of the above shall be a substantial breach of the Contract and will be cause for cancellation of this Contract.

VII. POSSESSION OF FIREARMS ON R&E PREMISES

Unless specifically required by the terms of this Contract or the person it is subject to an exception provided by 18 USC §§ 926B or 926C (LEOSA) no provider of services pursuant to this Contract or subcontractors shall carry or possess a firearm on R&E premises or while acting on behalf of Ramsey/Washington Recycling & Energy pursuant to the terms of this Contract. Violation of this provision is grounds for immediate suspension or termination of this Contract.

VIII. SUBCONTRACTING AND ASSIGNMENT

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

IX. SUBCONTRACTOR PROMPT PAYMENT

Pursuant to Minnesota Statute § 471.425, subd. 4a., Contractor shall pay any subcontractors within 10 days of the Contractor's receipt of payment from R&E for undisputed services provided by the subcontractor. The Contractor shall pay interest of 1½ percent per month, or any part of a month, to the subcontractor on any undisputed amount not paid on time to the subcontractor. The minimum monthly interest penalty payment for an unpaid balance of \$100 or more is \$10. For an unpaid balance of less than \$100, the Contractor shall pay the actual penalty due to the subcontractor. The subcontractor shall have third party rights under this Contract to enforce this provision.

X. DATA PRACTICES

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

XI. AUDITS, REPORTS, RECORDS AND MONITORING PROCEDURES/RECORDS AVAILABILITY & RETENTION

Contractor's books, records, documents, and accounting procedures and practices, and other evidence relevant to this audit clause are subject to the examination, duplication, transcription and audit by R&E and either the Legislative or State Auditor, pursuant to Minn. Stat. § 16C.05. The Contractor agrees to maintain books, records, documents, accounting procedures and practices, and other evidence relevant to this audit clause for a period of six (6) years from the date services or payment were last provided or made or longer if any audit in progress requires a longer retention period.

XII. INDEMNIFICATION

The Contractor agrees it will defend, indemnify, and hold harmless R&E, its officers and

employees against any and all liability, loss, costs, damages, and expenses which R&E, its officers, or employees may hereafter sustain, incur, or be required to pay arising out of the negligent or willful acts or omissions of the Contractor in the performance of this Contract.

XIII. INSURANCE REQUIREMENTS

The Contractor agrees that it will at all times during the term of this Contract, keep in force the following insurance protection in the limits specified:

- A. Commercial General Liability with Contractual liability coverage in the amount of \$1,500,000 per occurrence with a \$3,000,000 aggregate. An excess or umbrella liability policy may be used in conjunction with primary coverage limits to meet the minimum limit requirements.
- B. Professional Liability coverage in the amount of \$2,000,000 per wrongful act or claim with a \$4,000,000 annual aggregate.
- C. Cyber Liability coverage in the amount of \$2,000,000 per wrongful act or occurrence with a \$4,000,000 annual aggregate.
- D. Automobile coverage in the amount of \$1,500,000 on a combined single limit basis and include hired and non-owned.
- E. Worker's Compensation in statutory amount (if applicable) of bodily injury by accident in the amount of \$500,000 each accident, bodily injury by disease in the amount of \$500,000 each employee, and bodily injury by disease in the amount of \$500,000 policy limit.

Ramsey/Washington Recycling & Energy shall be listed as additional insured as it relates to Commercial General Liability and Automobile Liability.

Prior to the effective date of this Contract, the Contractor will furnish R&E with a current and valid proof of insurance certificate indicating insurance coverage in the amounts required by this Contract. This certificate of insurance shall be on file with R&E throughout the term of the Contract. As a condition subsequent to this Contract, Contractor shall ensure that the certificate of insurance provided to R&E will at all times be current. The parties agree that failure by the Contractor to maintain a current certificate of insurance with R&E shall be a substantial breach of the Contract and payments on the Contract shall be withheld by R&E until a certificate of insurance showing current insurance coverage in amounts required by the Contract is provided to R&E.

Any policy obtained and maintained under this clause shall provide that it shall not be cancelled, materially changed, or not renewed without thirty days' notice thereof to R&E.

XIV. INDEPENDENT CONTRACTOR

Nothing within the Contract is intended or should be construed in any manner as creating or establishing the relationship of co-partners between the parties or as constituting the Contractor as the agent, representative, or employee of R&E for any purpose or in any manner whatsoever. The Contractor is to be and shall remain an independent Contractor with respect to all services performed under this Contract.

The Contractor will secure, at its own expense, all personnel required in performing services under the Contract. Any and all personnel of the Contractor or other persons, while engaged in the performance of any work or services required by the Contractor under this Contract shall

have no Contractual relationship with R&E and shall not be considered employees of R&E.

XV. TERMINATION FOR CONVENIENCE

R&E may terminate the Contract for any reason by providing the Contractor written notice of such termination. Upon such termination the Contractor shall be entitled to compensation for work activities in accordance with the Contract which were incurred prior to termination. The Contractor may terminate the Contract for any reason by providing R&E written notice of such termination. Upon such termination PWE shall be entitled to work completion of activities in accordance with the Contract which were agreed to prior to termination. Neither party may initiate termination of the Contract during a Session of the Minnesota Legislature unless agreed upon by both parties.

XVI. TERMINATION BY R&E FOR CAUSE

R&E may immediately terminate the Contract if R&E determines that the Contractor has failed to comply with any of the provisions of the Contract, for breach or default. Termination will be in writing setting forth the manner in which the Contractor is in default.

R&E in its sole discretion may, allow the Contractor a reasonable period of time not to exceed ten (10) days, in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions. If Contractor fails to remedy to R&E's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within ten (10) days after receipt by Contractor of written notice from R&E setting forth the nature of said breach or default, R&E shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude R&E from also pursuing all available remedies against Contractor and its sureties for said breach or default.

XVII. CONTRACTOR DEBARMENT, SUSPENSION AND RESPONSIBILITY CERTIFICATION

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

Similarly, Minnesota Statutes, Section 16C.03, subdivision 2, provides the Commissioner of Administration with the authority to debar and suspend vendors who seek to Contract with R&E. Contractors may be suspended or debarred when it is determined through a duly authorized hearing process, that they have abused the public trust in a serious manner. By signing this Contract, the Contractor certifies that it and its principals* and employees:

- A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from transacting business by or with any federal, state, or local governmental department or agency; and
- B. Have not within a three year-period preceding this Contract: 1) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state, or local government) transaction or Contract, 2) violated any federal or state antitrust statutes, or 3) committed embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; and are not presently indicted or otherwise criminally or civilly charged by a governmental entity for:
 - a. commission of fraud or a criminal offense in connection with obtaining,

- attempting to obtain or performing a public (federal, state, or local government) transaction,
- b. violating any federal or state antitrust statutes, or
- c. committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; and
- C. Are not aware of any information and possess no knowledge that any subcontractor(s), that will perform work pursuant to this Contract, are in violation of any of the certifications set forth above; and
- D. Shall immediately give written notice to the Contract manager should the Contractor come under investigation for allegations of fraud or a criminal offense in connection with obtaining or performing a public (federal, state, or local government) transaction, violating any federal or state antitrust statute, or committing embezzlement, theft, forgery, bribery, falsification of records, making false statements, or receiving stolen property.

*Principals, for the purpose of this certification, means officers, directors, owners, partners, and persons having primary management or supervisory responsibilities within a business entity (e.g., general manager, plant manager, head of subsidiary division or business segment, and similar positions).

XVIII. CONFLICT OF INTEREST

Contractor and PWE affirm that, to the best of their knowledge, this Contract does not present a conflict of interest with any party or entity, which may be affected by the terms of this Contract. The parties agree that, should any conflict or potential conflict of interest become known, parties will provide immediate notification of the conflict or potential conflict, and will follow the process outlined in Exhibit B attached hereto. Unless waived by R&E, a conflict or potential conflict may, in R&E's discretion, be cause for cancellation or termination of any part or the entirety of this Contract.

XIX. SAFETY

The Contractor must comply with all state and federal Occupational Safety and Health regulations and laws.

This includes but is not limited to employee right to know concerning all materials classified by Occupational Safety and Health Administration (OSHA) as hazardous. All chemical dispensers/applicators will be clearly marked showing contents. All Material Safety Data Sheets (MSDS) relating to all chemicals shall be displayed where chemicals are stored. Any chemicals used in R&E buildings or in the performance of R&E projects shall have an MSDS which will be given to R&E before any work begins. Any spillage of chemicals shall be reported immediately to R&E and appropriate reporting agencies (i.e., MPCA). Report any problems, breakage, fires, etc., immediately to R&E.

Contractor shall remove all supplies, chemicals, etc., from R&E premises that were used to perform services and dispose of them properly. There will be no disposing of supplies and chemicals on R&E property. There will be no loaning of R&E tools and/or equipment to Contractors from R&E staff.

Drinking of alcoholic beverages, using of controlled substances (drugs) or being under the

influence of drugs or alcohol is expressly prohibited. Refrain from smoking of any substance in or about R&E buildings.

XX. SECURITY & PRIVACY

The Contractor is responsible to close, secure, and lock all doors in R&E facilities when services are performed after normal R&E hours or when no R&E personnel are present. While Contractors are working in R&E buildings, Contractor must sign in/out on a daily basis in addition to wearing a badge. Contractor should produce sufficient identification. The Contractor agrees to take any precautions necessary to maintain security of R&E buildings and privacy of data found throughout R&E buildings or on R&E premises. All questions concerning security issues will be reported to R&E immediately upon discovery.

XXI. JURISDICTION & VENUE

This Contract, amendments, and supplements thereto, shall be governed by the laws of the State of Minnesota. All actions brought under this Contract shall be brought exclusively in Minnesota State Courts of competent jurisdiction with venue in Ramsey County.

XXII. MODIFICATIONS

Any material alteration, modification, variations, or additional tasks to this Contract shall be reduced to writing as an amendment and signed by the parties. Any alterations, modifications, variations, or additional tasks deemed not to be material by Contract of R&E and the Contractor shall not require written approval.

XXIII. MERGER

It is understood and agreed that the entire Contract of the parties is contained herein and that this Contract supersedes all oral agreements and negotiations between the parties relating to this subject matter. All items referred to in this Contract are incorporated or attached and deemed to be part of this Contract. In the event of any conflict, contradiction, or ambiguity between the terms and conditions of this Contract and any other document(s) incorporated by reference to this Contract, the terms and conditions of this Contract shall prevail.

XXIV. COUNTERPARTS

This Contract may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

IN TESTIMONY WHEREOF the parties have duly executed this Contract by their duly authorized officers:

RAMSEY/WASHINGTON RECYCLING & ENERGY

POUL-HAAS, PA

Executive Director

Date

Contractor

Date

Approved as to form:

Assistant County Attorney

Date

Reviewed By: _____

Reviewed By: _____

Area One: Energy Lobbying Services

The Contractor will provide the following services related to energy lobbying throughout the term of the Agreement:

- a. Report to and take direction from Partnership staff.
- b. Attend a minimum of three Partnership on Waste and Energy Governing Board meetings and no fewer than three Partnership staff meetings per year.
- c. Provide written and verbal legislative updates at Partnership on Waste and Energy Governing Board meetings.
- d. Stay in regular communication with Partnership staff on legislative and policy development matters, attend meetings with Partnership staff as requested and attend weekly lobbyist calls during session.
- e. Work with Partnership staff to develop an annual legislative platform and, as needed, supporting policy position statements, legislator communications and Partnership testimony.
- f. In coordination with Partnership staff, develop, provide and pursue strategies for advancing issues and legislative priorities raised by the Partnership in the course of energy policy development.
- g. Share the Partnership's legislative platform and policy position specifics with Governor's office staff, appropriate Administration officials, legislators and legislative staff and other organizations and parties of interest to the Partnership.
- h. Identify and secure bill authors for any legislation initiated by the Partnership.
- i. Work with partners and the Revisor's office to develop language for bills and amendments.
- j. Work with key legislative committee chairs, members and staff to advance the Partnership's legislative initiatives.
- k. Assist Partnership staff with the preparation and dissemination of background materials related to the Partnership's legislative issues.
- l. Develop testimony with Partnership staff on energy issues impacting the Partnership and its member counties. Identify commissioners and other testifiers and assist in testifier preparation as needed. Attend hearings with testifiers.
- m. Under direction of Policy staff, meet with various stakeholders, develop coalitions and coordinate with other organizations on Partnership legislative issues as appropriate and necessary to advance the Partnership's legislative platform and policy positions, and work towards reaching consensus on these policy matters.
- n. Under direction of Partnership staff, serve as a central contact on Partnership legislative issues with stakeholder entities, including but not limited to the Governor's Office, Minnesota Pollution Control Agency, Minnesota Department of Commerce, Minnesota Department of Agriculture, Minnesota Public Utilities Commission, Minnesota Department of Employment and Economic Development, Association of Minnesota Counties, other counties and county associations, and other associations, organizations and entities as identified by Partnership staff.

Area Two: Waste Lobbying Services

The contractor shall provide the following waste lobbying services throughout the term of the Agreement:

- a. Report to and take direction from Partnership staff.
- b. Attend a minimum of three Partnership on Waste and Energy Governing Board meetings and no fewer than three Partnership staff meetings per year.
- c. Provide written and verbal legislative updates at Partnership on Waste and Energy Governing Board meetings.
- d. Stay in regular communication with Partnership staff on legislative and policy development matters, attend meetings with Partnership staff as requested and attend weekly lobbyist calls during session.
- e. Work with Partnership staff to develop an annual legislative platform and, as needed, supporting policy position statements, legislator communications and Partnership testimony.
- f. In coordination with Partnership staff, develop, provide and pursue strategies for advancing issues and legislative priorities raised by the Partnership in the course of waste management policy development.
- g. Share the Partnership's legislative platform and policy position specifics with Governor's office staff, appropriate Administration officials, legislators and legislative staff and other organizations and parties of interest to the Partnership.
- h. Identify and secure bill authors for any legislation initiated by the Partnership.
- i. Work with partners and the Revisor's office to develop language for bills and amendments.
- j. Work with key legislative committee chairs, members and staff to advance the Partnership's legislative initiatives.
- k. Assist Partnership staff with the preparation and dissemination of background materials related to the Partnership's legislative issues.
- l. Develop testimony with Partnership staff on waste management issues impacting the Partnership and its member counties. Identify commissioners and other testifiers and assist in testifier preparation as needed. Attend hearings with testifiers.
- m. Under direction of Policy staff, meet with various stakeholders, develop coalitions and coordinate with other organizations on Partnership legislative issues as appropriate and necessary to advance the Partnership's legislative platform and policy positions, and work towards reaching consensus on these policy matters.
- n. Under direction of Partnership staff, serve as a central contact on Partnership legislative issues with stakeholder entities, including but not limited to the Governor's Office, Minnesota Pollution Control Agency, Minnesota Department of Commerce, Minnesota Department of Agriculture, Minnesota Public Utilities Commission, Minnesota Department of Employment and Economic Development, Association of Minnesota Counties, other counties and county associations, and other associations, organizations and entities as identified by Partnership staff.

Area Three: Policy Monitoring Services

The contractor shall provide the following policy monitoring services throughout the term of the Agreement:

- a. Actively review MN Public Utility Commission dockets, filings and proceedings as identified and scoped by PWE staff for the potential to affect PWE members' policy or financial interests in markets for electricity, RNG or other energy or fuels derived from MSW, material separated from MSW, urban wood waste and other waste materials.
- b. Actively review state agency rulemaking filings and proceedings as identified and scoped by PWE staff for the potential to affect PWE members' policy or financial interests in markets for electricity, RNG or other energy or fuels derived from MSW, material separated from MSW, urban wood waste and other waste materials.
- c. Provide updates on and reviews of relevant filings and proceedings as requested by PWE staff, in email form or, if requested, formal memo format.
- d. For dockets and proceedings prioritized by PWE, notify designated PWE staff of comment opportunities or other engagement opportunities that may be of value for PWE to pursue or participate in.
- e. Provide strategic reasons and considerations to guide decisions on whether to provide comments or otherwise engage in dockets or proceedings.
- f. Assist PWE staff in analyzing issues and dynamics presented by dockets and proceedings, as requested by PWE staff.
- g. Assist PWE staff in preparing comments, testimony or other forms of engagement in dockets, stakeholder engagement processes and other forums created by state agencies or the PUC or related to dockets or proceedings.
- h. Provide verbal or written briefings to the PWE board, upon request of PWE staff.
- i. Direct representation of PWE, including appearances before the PUC or in contested case hearings, as directed by PWE staff.



Conflicts of Interest

Poul Haas P.A. understands that conflicts among clients can undermine their legislative efforts. We assume the responsibility to examine the issues presented by any potential client for conflict with existing client legislative initiatives. To that end, we have developed a Conflicts of Interest Policy that we include as part of all client representation agreements. It is our belief that most conflicts can be avoided through a commitment to early identification of issues and by notification of clients.

Poul Haas P.A. Legislative Conflicts of Interest Policy

Poul Haas P.A. has an affirmative obligation to promptly detect and immediately report any potential conflict between the legislative objectives of its clients. A conflict of interest will be deemed to exist whenever either a legislative client or the firm determines there is a conflict. Prospective clients are advised to review the firm profile of current clients.

We make every attempt to identify any potential conflict of interest with existing clients prior to being retained by a new legislative client. This process includes full discussion within our Government Relations Department and disclosure of the potential conflict issues to existing legislative clients who may be affected. If any significant conflict becomes apparent that cannot be resolved at this stage, the firm will decline the new representation absent client consent.

If a conflict of interest arises between two or more existing clients, the following guidelines will apply:

1. An attempt will be made to resolve or compromise the conflict between the clients. A compromise must be agreed to by all affected clients.
2. If a client elects to withdraw the conflicting issue from its legislative program, the conflict of interest will be considered resolved.
3. If the conflict is not resolved by a client's withdrawal of the issue or mutual compromise of the conflicting points of view, Poul Haas P.A. must withdraw from representation of all clients on that particular legislative issue. Poul Haas P.A. will contact appropriate parties to explain the conflict and the firm's withdrawal from the issue.
4. The client, with the firm's assistance, will be responsible for making their own arrangements for legislative representation on the issue giving rise to the conflict and withdrawal. Poul Haas P.A. will renegotiate any retainer or contract agreement with an affected client to reflect the withdrawal.
5. If a pattern of conflicts develops between legislative clients, the Firm will evaluate the situation with the affected clients. The Firm will cease representation as necessary to eliminate any continuing conflict of interest and will explain the withdrawal to all affected parties.

PARTNERSHIP BOARD MEETING DATE:		December 18, 2025		AGENDA ITEM:	4.e
SUBJECT:	2026 Board Meeting Schedule				
TYPE OF ITEM:	<input type="checkbox"/> INFORMATION		<input type="checkbox"/> POLICY DISCUSSION		<input checked="" type="checkbox"/> ACTION
SUBMITTED BY:	Partnership Lead Staff				

BOARD ACTION REQUESTED:

Approve the 2026 Partnership on Waste and Energy Board meeting schedule.

EXECUTIVE SUMMARY:

The Amended and Restated Joint Powers Agreement dated March 27, 2018, Section 5.3.1 states the following related to Governing Board meetings:

The Board shall meet a minimum of three times a year, including an organizational meeting in January, a meeting following the legislative session, and a meeting in the fall to set the next year's legislative platform.

The attached schedule identifies dates and times for the known board meetings in 2026. The January and September meetings are scheduled to be held at the Ramsey County Environmental Center in Roseville; the June meeting is scheduled to be held at the R&E Center in Newport; and the December meeting is scheduled be held at the Hennepin Energy Recovery Center (HERC) in Minneapolis.

It is possible that meetings may be cancelled or moved, but board members are asked to schedule these dates for 2026.

ATTACHMENTS:

1. Draft Resolution PWE-2025-05
2. Proposed 2026 meeting schedule

FINANCIAL IMPLICATIONS:

None.

SUBJECT: 2026 Board Meeting Schedule

Authorized Signatures	DATE
Hennepin County	 12/11/25
Ramsey/Washington Recycling & Energy	 12/9/25
Approved as to form: Assistant County Attorney	 12/9/25



**RESOLUTION PWE-2025-05
2026 Board Meeting Schedule**

WHEREAS, The Amended and Restated Joint Powers Agreement (Joint Powers Agreement) of the Partnership on Waste and Energy (Partnership) between Ramsey/Washington Recycling & Energy (R&E) and Hennepin County (individually identified as "Party" or jointly as "Parties") dated March 27, 2018, outlines the duties of the Governing Board of the Partnership; and

WHEREAS, Section 5.3.1. of the Joint Powers Agreement specifies that the Governing Board shall meet a minimum of three times per year, including an organizational meeting in January, a meeting following the legislative session, and a meeting in the fall to set the next year's legislative platform. NOW, THEREFORE, BE IT

RESOLVED, The Governing Board hereby approves the 2026 meeting schedule. BE IT FURTHER

RESOLVED, The January and September meetings are scheduled to be held at the Ramsey County Environmental Center in Roseville; the June meeting is scheduled to be held at the R&E Center in Newport; and the December meeting is scheduled be held at the Hennepin Energy Recovery Center (HERC) in Minneapolis.

Fran Miron, Chair
December 18, 2025

Attest, Vice Chair
December 18, 2025



2026 BOARD MEETING SCHEDULE

Thursday, January 8

2:30-4 p.m. | Ramsey County Environmental Center – Roseville

Thursday, June 25

1:30 -3 p.m. | Ramsey/Washington Recycling & Center - Newport

Thursday, September 10

1:30 -3 p.m. | Ramsey County Environmental Center – Roseville

Thursday, November 5

1:30 - 3 p.m. | Hennepin Energy Recovery Center (HERC) – Minneapolis

Ramsey County Environmental Health

1700 Kent St. | Roseville, MN 55113

Ramsey/Washington Recycling & Energy Center

100 Red Rock Rd. | Newport, MN 55055

Hennepin Energy Recovery Center (HERC)

505 N. 6th Ave. | Minneapolis, MN 55405

PARTNERSHIP BOARD MEETING DATE:		December 18, 2025		AGENDA ITEM:	5.	
SUBJECT:	Updates & Reports					
TYPE OF ITEM:	<input checked="" type="checkbox"/>	INFORMATION	<input type="checkbox"/>	POLICY DISCUSSION	<input type="checkbox"/>	ACTION
SUBMITTED BY:	Partnership Lead Staff					

BOARD ACTION REQUESTED:

For information only.

EXECUTIVE SUMMARY:

a. Commercial Recycling Measurement Study Update

The Partnership contracted with Foth to study how to improve the way the counties measure recycling and reuse. Staff will provide an overview of the outcomes of this study.

ATTACHMENTS:

None.

FINANCIAL IMPLICATIONS:

None.

Authorized Signatures	DATE
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Hennepin County

12/11/25

Ramsey/Washington Recycling & Energy

12/11/25

Approve as to form:

Assistant County Attorney

12/11/25