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## March 2, 2017 Hauler Meeting Q&A

### Questions and Answers

Several questions were raised at the March 2, 2017 hauler information meeting regarding the 2018-2022 Hauler Waste Delivery Agreement and implementation of waste designation. The questions have been recorded and will be considered in the development of waste agreements and county ordinances. The R&E Board appreciates the involvement from haulers in this process. The questions received are summarized below with answers provided.

### 2018-2022 Hauler Waste Delivery Agreement

**Q: Why is the Data Privacy provision included in the agreement? Is it necessary?**

A: State law requires this provision in our agreements. This doesn't apply to all information. It only applies to data Haulers collect that is connected to the agreement with the R&E Board.

**Q: Can the Unavailability of Funding – Termination provision be reworded or removed from the agreement?**

A: The draft provision has been updated to reflect a termination of rebate payments if funding is unavailable.

**Q: Can the agreement term be reduced to four years? Or increased to longer than five years? Or can the tipping/rebate change notification occur earlier in the fifth year?**

A: The language in Section 7. e. ii. has been changed to reflect that rebates could be offered in a fifth year. Please note that this is not a guarantee that rebates will be offered in 2022, but creates the possibility that they could be offered.

**Q: Can the agreement quantify "incidental amount" in regard to accepting waste from outside counties? How will county split hauls be addressed?**

A: We want to be practical and not have haulers reroute on account of split hauls. New language has been added to provide a process to allow for incidental delivery of small amounts of waste from other counties.

**Q: Does a hauler have to enter into a contract or be subject to designation?**

A: Haulers are not required to enter into a contract. However, Acceptable Waste collected by those that do not will be subject to the County Designation Ordinances. A hauler that signs a waste delivery agreement would be allowed to deliver Ramsey/Washington County waste to either the R&E Center or to a transfer station that has a transload agreement with the R&E Board, and could receive a hauler rebate. The Acceptable Waste governed by the delivery agreement is exempt from the designation Ordinance and is instead delivered per the terms of the agreement. A hauler that does not sign an agreement must deliver directly, or cause to be delivered (at hauler's cost), to the R&E Center per the Ordinances and will not receive a rebate.

**Designation**

**Q: How does the County Environmental Charge (CEC) fit into designation? Will the CEC rate change?**

**A:** The CEC provides funds for waste management services in both counties. These services are independent of and separate from the R&E Center operations. The counties provide funds for the hauler rebate to the R&E Board, using the CEC as a source of revenue. Each county board is responsible for establishing the CEC rate and how funds are used; however, pursuant to State law, the CEC must be used for waste management purposes (i.e. cannot be moved to a general fund). Under designation, the R&E Board plans to phase out rebate use so that R&E Center operations can be fully funded by tipping fees. The term of this first waste delivery agreement was selected as a reasonable time to phase out the subsidy.

**Q: How will we educate clients about rate changes?**

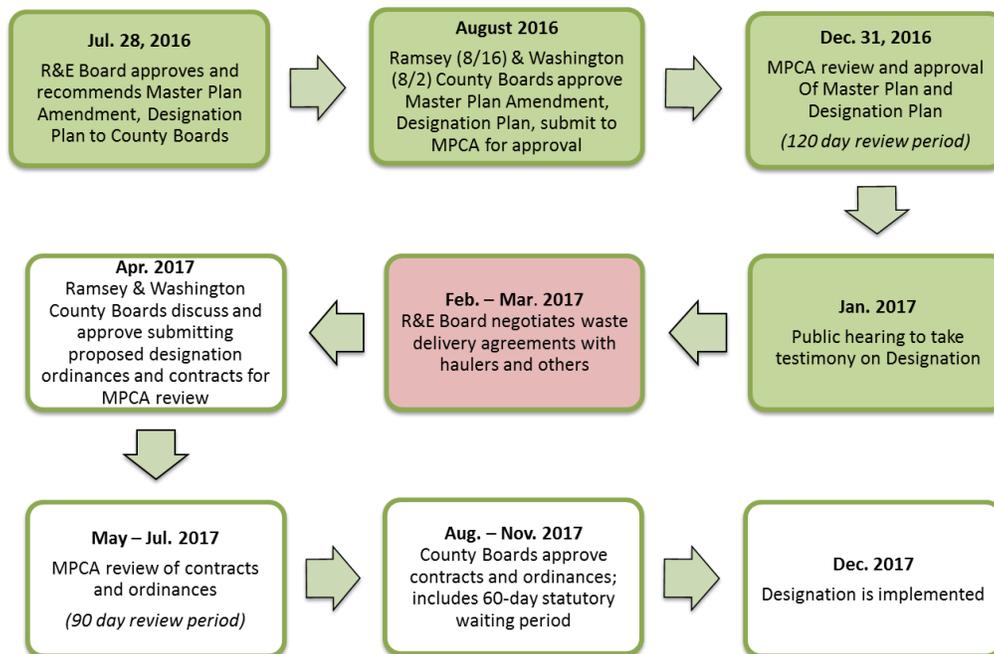
**A:** The R&E Board would be happy to help develop education pieces that can be customized for each hauler.

**Q: What will the tipping fee be in 2018? When will the tip fee or hauler rebate be set? How will haulers be notified?**

**A:** R&E Center revenues and expenses were estimated in the Joint Waste Designation Plan, which can be found at [www.morevaluelesstrash.com](http://www.morevaluelesstrash.com). That analysis is found on pages 35-36 of the plan. Two scenarios are projected in the plan – one with facility improvements and one with no improvements. These are very preliminary estimates and are subject to change. The R&E Board has proposed in waste delivery agreements that written notice of changes in tipping fees would be provided at least 90-days before the change becomes effective. In reality, notice of change would be sooner. That is because the R&E Board establishes its Facility Budget by August 1 of each year. Meeting notices and materials, as well as actions taken, are posted on the R&E Board website.

**Q: When will the ordinance be available?**

**A:** The most current draft of the ordinance will be sent to haulers during the week of March 20. Other important dates regarding designation can be found in the flow chart below:



**Q: How will designation be enforced? How will haulers be ensured all other haulers are being compliant?**

A: If a hauler signs a waste delivery agreement, the R&E Board will first pursue any necessary enforcement through remedies in the agreement. With regard to enforcement of the Designation Ordinances, both counties have the ability to enforce the Designation Ordinances using various administrative, civil or criminal actions as outlined in Minn. Stat. §115A.86, subd. 6 and the existing County Solid Waste Ordinances.

**Q: How will the R&E Center control costs?**

A: The R&E Board established a capital fund for facility maintenance and repair costs. This ongoing fund will help ensure that rates won't fluctuate dramatically from year-to-year based on fluctuations in capital expenditures.

**Q: How does 473.848 impact designation?**

A: Minnesota Statute 473.848 does not impact implementation of waste designation by Ramsey and Washington counties. Counties may use their regulatory powers (by county ordinance) to direct solid waste generated in the counties to the R&E Center, ensuring waste is processed rather than landfilled.

**Q: How will transfer stations work under designation?**

A: The R&E Board will contract for a portion of transfer stations' capacity for use by haulers that have waste delivery agreements. Beyond that waste, transfer stations can accept waste from anyone; however, Ramsey and Washington County designated waste will have to be kept separate from other waste.

**Q: What will happen if more waste is needed than Ramsey and Washington County produces?**

A: The Designation Plan addresses this. The first choice would be to seek some waste from other counties using waste delivery agreements. Tipping fees for such out of county waste would be equal to or greater than that for Ramsey/Washington County waste. It is possible, but unlikely, that the counties could amend the Designation Ordinances to expand the definition of Acceptable Waste at some point in the future. Any such ordinance changes would occur after dialogue with haulers, public hearings and MPCA approval.

**Q: What will happen if the R&E Center cannot accept waste at a given time?**

A: The R&E Board has a bypass provision in its agreements with other processing facilities and landfills. Although haulers would still pay the R&E Board for the bypassed waste, haulers would be able to deposit the waste at the processing facilities or, if so directed, landfills without being charged by the alternate facility.

#### **Other Questions**

**Q: Have you considered automating the scale house?**

A: An R&E Board consultant is currently evaluating this option. An automated system may be used at night as a test prior to considering full implementation.

**Q: What is the status of potential organics separation and use of anaerobic digestion?**

A: The R&E Board is currently evaluating organics, or "Blue Bag," separation as well as anaerobic digestion. If anaerobic digestion is pursued, the R&E Board would contract with a private anaerobic digestion facility as opposed to owning/operating such a facility publicly.

- Q. Could you include an itemized list for the Special Fees referred to in Section 7. c., and include a clause that there will be advance notice for changes to those fees?**
- A. The list can be found in the Hauler Handbook, and the contract will be modified to refer to that. In addition, haulers will be given at least 90-days advance written notice of a change.