



## **Request for Proposals for Minnesota Resource Recovery Association (MRRA) Executive Director**

*Proposal Release Date: September 1, 2023*

*Questions Due: September 22, 2023*

*Proposal Due: October 9, 2023*

*Anticipated Contract Award Date: November 13, 2023*

The Minnesota Resource Recovery Association (MRRA) is a private/public partnership of entities operating or supporting the operations of resource recovery facilities in Minnesota. The MRRA believes in moving towards zero landfilling and that resource recovery supports Minnesota's waste hierarchy and is more favorable than landfilling waste that cannot be reduced, reused, or recycled.

Most of these facilities are county or joint powers-owned that have operated for decades and continue to provide energy to homes and businesses across Minnesota. MRRA facilities produce over 440,000-megawatt hours of electricity and over 840 million pounds of steam annually. Resource recovery is broader than waste combustion. It includes other methods of recovery such as anaerobic digestion, gasification and pyrolysis. . Please visit [www.mnresourcerecovery.com](http://www.mnresourcerecovery.com) to learn more about our organization.

The MRRA was organized in the 1990's and is led by a board of the key facility members (see bylaws) with the support of an Executive Director. The current director, HDR began providing services in early 2018. Their current contract ends on December 31, 2023.

The MRRA is seeking a new contract Executive Director to commence work on December 1, 2023. For the first month of the contract, HDR will retain the position as Executive Director. The incoming Executive Director-elect will start December 1 to improve the onboarding process with a 13-month contract. The MRRA Board budgeted \$45,000/year in 2022 and 2023 for the services detailed below.

**The Association is requesting proposals for the following** Scope of Services as MRRA's Executive Director:

### **A. Administrative Services and Project Management**

Provide overall administrative oversight for the organization and regular contact with the MRRA Board and Members in accordance with our bylaws (see Attachment 1) as follows:



1. Assist MRRRA to carry out the mission, vision and goals of MRRRA, including its current legislative priorities (see Attachment 2).
2. Plan and host four meetings for the Board (1-2 hours) and four Member meetings (2.5+ hours) (typically February, June, September, and November). This work includes preparation and distribution of agendas and meeting minutes. Below is a description of how the meetings typically occur:
  - Dates established at last meeting of year for upcoming year.
  - Six meetings (four board and two member) are held virtually.
  - Two member meetings will be held in person annually at locations provided by MRRRA (or its members). The two in person meetings include One Day at the Capitol (February Member Meeting – St. Paul Capitol) and one Member Meeting (November Membership Meeting – held at an MRRRA facility).
3. Manage MRRRA SharePoint for both Members and Board and provide access support.
4. Prepare meeting agendas (four membership and four board meetings/year). Distribute agenda with previous meeting minutes one week before meeting.
5. Coordinate presentation topics, speakers, and invitations (in person and virtual) to members and appropriate organizations.
6. Maintain website and regularly update as needed.
7. Provide quarterly invoices (4 annually).
8. Communicate regularly with Board and Members regarding important topics and provide ongoing support for the organization.
9. Identify key issues and the need for subcommittees. Coordinate such subcommittees' work. Committees in 2023 include PFAS, workshops and webinars, HR and staffing, and training programs.

## **B. Financial Services**

1. Process accounts payable and accounts receivable, coordinate with Treasurer for approval of expenses and prepare monthly updates to the Treasurer.
2. Draft annual budget; manage annual budget; distribute annual dues invoices; collect annual dues; issue special invoices as needed; and pay bills following Board approval. See Attachment 3 for 2023 Annual Budget.
3. Manage a checking account on behalf of MRRRA.

## **C. Serve as MRRRA's Liaison with MPCA Staff and Commissioner**

1. Identify, interpret and track policy initiatives and rulemaking relevant to the resource recovery industry including ash, air quality, energy designation, pharmaceuticals, waste management hierarchy, PFAS and



other issues.

2. The MRRA will identify an MPCA liaison each year who regularly checks in with the MPCA and key agencies and reports back to the MRRA members.
3. Distribute information from MPCA to the membership.
4. Prepare for and attend one meeting with MPCA annually.

#### **D. Identify Outreach and Promotional Opportunities for Resource Recovery**

1. Manage MRRA brand promotion and use.
2. Participate, when invited, on panels or in classes to educate the public about resource recovery based on guidance from MRRA Board members.
3. Create other outreach and educational opportunities and collaborations.
4. Support facility members' efforts to counter misinformation circulated by opponents of resource recovery.
5. Coordinate MRRA presence at the annual RAM/SWANA Waste Conference, including submitting the MRRA presentation abstract(s), coordinating the development of the MRRA presentation, and hosting the MRRA member networking event.

#### **E. Provide Communication and Outreach Services**

1. Host, manage and update the MRRA website, including regular job postings for member facilities.
2. Refine existing and create new handouts and educational materials to accurately share information about Minnesota's facilities and resource recovery (see Attachment 5 MRRA Handout).
3. Create and send a quarterly e-newsletter to the MRRA membership with timely topics, announcements, and other important communication topics (see Attachment 6 MRRA Newsletter).

#### **F. Work By Others**

The following describes work by other parties and related responsibilities of the Executive Director:

1. MRRA Lobbyist
  - MRRA has a contract lobbyist that is actively involved in Minnesota legislative activities. Their contract is provided in Attachment 4.
  - The MRRA lobbyist leads in legislative initiatives including



preparation of the legislative platform, monitoring active bills, developing bills on behalf of MRRRA; and coordinating testimonies.

- The Executive Director is responsible for being knowledgeable about industry related current events and work with the Lobbyist and Board to execute mission, vision, goals and legislative priorities. This will include attending and contributing to the annual Day at the Capitol and meetings on significant legislative topics.

## 2. Minnesota Waste Combustor Training Consultant

MRRRA currently partners with the Minnesota State College, Southeast in Red Wing, MPCA and contracted training consultants, to provide a statewide certification program for waste combustor operators. The Executive Director shall hold an annual meeting with stakeholders to review the current program, identify strengths and weaknesses, and create an action plan for needed actions. The work product for this will be meeting minutes with recommendations to the board to authorize any contracts or program changes.

## 3. MRRRA Partners

MRRRA partners include but are not limited to:

- Recycling Association of Minnesota (RAM)
- Solid Waste Association of North America – Minnesota chapter – (SWANA)
- Partnership on Waste and Energy (Hennepin, Ramsey and Washington counties)
- Association of Minnesota Counties (AMC)
- Solid Waste Administrators Association (SWAA)

The Executive Director will work with MRRRA partners to carry out common goals.



## **Proposer's Response (Limited to 10 pages)**

Contents - Proposals must include the following information, preferably in the following order. All submittal information and response must be provided electronically in PDF format.

### **A. Qualifications (Knowledge, Expertise, Capabilities)**

1. Please state your firm's name, including its organizational form (i.e., partnership, corporation, etc.), address, and date of formation or establishment of the firm, or, as appropriate, similar information for each proposal team member.
2. Please identify:
  - a. The expertise of the firm or proposal team in all the areas of the scope of services above.
  - b. The names of consultants who will be assigned to the work, their academic credentials, resumes, and experience.
  - c. Similar projects have been undertaken within the past five (5) years. For each Project, identify the client's name, address, and telephone for a contact person currently available who is familiar with the Project.
  - d. The knowledge, understanding, and experience of the firm or proposal team in working with resource recovery issues specifically and in the environmental field generally.

### **B. Proposer's Approach and Statement of Understanding**

The proposal must articulate the Proposer's understanding of the Executive Director's roles and responsibilities. Please comment on how the Proposer will become familiar with the various interests of the nine facilities to understand positions that each may take publicly more fully. Please comment on how the Proposer will ensure that views expressed at the MPCA or the Legislature (federally and in Minnesota) are those of the MRRA and its members and how the Proposer would handle positions where there is not consensus by the full facility membership.

### **C. Fee Proposal**

A Fee Proposal must be provided that states the hourly rates charged by the people assigned to perform services. The maximum available for this work in 2024 is \$45,000 (\$48,750 for 13 months).

### **D. Conflict of Interest**

The Contractor must identify any potential conflict of interest it may have with the MRRA, any member (Attachment 7), or any other party or entity that may be affected by the terms of this RFP.



## EVALUATION OF PROPOSALS

A committee of MRRA's Board will assess each proposal as to how well it responds to the RFP. Specifically, the following will be taken into account:

### **A. Experience and Qualifications of Firm(s)**

- The expertise of the firm in the areas of policy development, strategic planning, and governance structures for public organizations and agencies;
- The knowledge, understanding, and experience of the firm in working with issues in the environmental field; and
- Review of similar projects within the past five years.

### **B. Experience of Personnel**

- Likely level of effort and participation of key personnel;
- Experience, education, and qualifications of key personnel with similar roles and projects; and
- Demonstrated ability to lead the Project successfully.

### **C. Work Plan for Scope of Services**

- Completeness and clarity of proposal;
- Scope of work approach, timing, and substance;
- Understanding the services and work tasks and objectives; and
- Ability to complete projects in a timely manner.

### **D. Cost Allocation**

- Ability to perform services within budget; and
- Reasonableness of costs, including retainer bid.

### **E. Other Factors**

Any other factors deemed relevant by the MRRA.

It is anticipated that the selected Proposer's contract will be approved at the fall (virtual) Board meeting that is scheduled to occur on Monday, November 13, 2023. The MRRA member meeting would be an in-person meeting on Friday, November 17, 2023. The contract would be effective December 1, 2023, allowing the new executive director to receive some onboarding assistance from the outgoing Executive Director.

You can contact me at 218-998-8904 or [cmconn@co.ottertail.mn.us](mailto:cmconn@co.ottertail.mn.us) with any questions you have.

Sincerely,

Chris McConn  
Chair, Minnesota Resource Recovery Association

# ATTACHMENTS

ATTACHMENT 1	Bylaws
ATTACHMENT 2	2023 Legislative Priorities
ATTACHMENT 3	2023 Budget
ATTACHMENT 4	Lobbyist Agreement
ATTACHMENT 5	2023 Day at the Capitol Handout
ATTACHMENT 6	Example Newsletter
ATTACHMENT 7	Member List

# Attachment 1: Bylaws

## Minnesota Resource Recovery Association Bylaws

### ARTICLE I: NAME AND PURPOSE

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**Section 1 – Name.** The name of the organization is the Minnesota Resource Recovery Association. It is a nonprofit corporation under the laws of the State of Minnesota (Minn. Stat. Chap. 317A).

**Section 2 – Purpose.** The Association is a public-private partnership representing Minnesota’s solid waste composting, waste conversion and waste-to-energy facilities. Together, the Association’s members plan for and operate facilities focused on increasing recycling while generating renewable energy or other products from solid waste.

**Section 3 – Definitions.** The terms defined in this section shall have the meanings given unless otherwise provided or indicated by the context:

Subd. 1. *Association* means the Minnesota Resource Recovery Association.

Subd. 2. *Board* means the Board of Directors of the Association.

Subd. 3. *Member* means any entity that pays annual membership dues and meets criteria as established in Article II.

Subd. 4. *Qualified Resource Recovery Project* means a permitted or operating project involving waste-to-energy or waste conversion, solid waste composting, or medical waste incineration in the State of Minnesota.

Subd. 5. *Solid Waste Composting* means a project that composts solid waste or source-separated organic waste, except for projects that compost only yard waste.

Subd. 6. *Waste Conversion* means a project that converts municipal solid waste into products that are sold for revenue, such as anaerobic digestion, gasification and plasma arc technologies. Landfill gas-to-energy projects are not included.

Subd. 7. *Waste-to-Energy* means projects that involve combustion of municipal solid waste to produce electricity or steam, such as mass burn and refuse-derived fuel processing and combustion.

### ARTICLE II - MEMBERSHIP

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**Section 1 – Membership.** The Association shall have four classes of membership:

1. Qualified Resource Recovery Projects;
2. Private Affiliates;
3. Public Affiliates; and



#### 4. Resource Recovery Affiliates.

The designation, qualifications, and responsibilities of the members of such classes shall be as specified in this Article.

Subd. 1. *Rights of Membership*: Membership indicates an entity's willingness to cooperate and support the work of the Association. However, members of the Association shall be free to take positions different from those of the Association, including advocacy in legislative and regulatory bodies and in other forums, provided that such members clearly state that their positions are independent of and do not represent those of the Association.

**Section 2 – Qualified Resource Recovery Project (Facilities) Memberships.** Facilities Memberships consists of owners or operators of Qualified Resource Recovery Projects.

**Section 3 – Affiliate Memberships.** Three types of Affiliate Memberships may be made available to certain types of organizations as specified in this section. At membership meetings, all Affiliate Members may vote on matters that are not specifically reserved for Facilities Members.

Subd. 1. *Private Affiliate Membership*: This membership may be made available to consulting firms (environmental, engineering, legal), and manufacturers of resource recovery equipment.

Subd. 2. *Public Affiliate Membership*: This membership may be made available to public organizations or bodies not directly involved in the operation or ownership of a Qualified Resource Recovery Projects, including counties, cities, and other governmental subdivisions.

Subd. 3. *Resource Recovery Affiliate*: This membership may be made available to yard waste compost projects, materials recovery facilities, recycling facilities, waste-to-energy combustor ash landfills, and planned but not yet permitted Qualified Resource Recovery Projects.

Subd. 4. *Union Affiliate*: This membership may be made available to Organized Labor Unions.

**Section 4 – Dues.** Facility Members and Affiliate Members shall be assessed dues at annual rates established by a vote of Facility Members annually in accordance with the Association's budget process.

Subd. 1. Dues are payable on or before February 1 of each year. Dues shall be considered late if not received by April 1 of each year. A fifteen-day written notice will be provided on that date if payment has not been received.

Subd. 2. A membership of any type shall be considered lapsed if full payment or other arrangements are not received by April 15 of each year. Lapsed members shall not have voting rights until full payment of annual dues.

Subd. 3. Dues revenues will be placed in the Association's general fund.

## ARTICLE III – BOARD OF DIRECTORS

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**Section 1 – Membership of the Board.** There shall be organized a Board consisting of:

Subd. 1. *Chair*. The Chair shall preside over all Board and Membership meetings. The Chair shall perform the usual duties as the chief executive officer, and may make appointments to committees.

Subd. 2. *Vice Chair*. In the absence of the Chair or in the event of an inability or refusal to act, the Vice Chair shall perform the duties of the Chair and when so doing shall have all powers and be subject to all restrictions upon the Chair.

Subd. 3. *Secretary/Treasurer*. The Secretary/Treasurer shall attend Board and Membership meetings of the Association and, with assistance of staff, shall be responsible for keeping records of Board actions, including overseeing the taking of minutes at all Board meetings, sending out meeting announcements, distributing copies of minutes and the agenda to each Board member, and assuring that records are maintained. Also, with the assistance of staff, the Secretary/Treasurer is responsible for the Association's funds and shall direct to be kept full and accurate accounts of all receipts and disbursements. The Secretary/Treasurer shall periodically report to the Board regarding the financial health of the Association.

Subd. 5. Minimum of two members at-large and up to four members at-large.

**Section 2 – General Powers.** The Board shall have all powers necessary to carry out effectively the management, business, and affairs of the Association and such other powers as are necessary to the performance of the Association's purposes.

**Section 3 – Board Eligibility.** All members of the Board must hold a Facility Membership. No Facility Member may have multiple representatives serve concurrently on the Board. Facility operators may not serve concurrent with the owner of their Facility.

**Section 4 – Board Elections.** New Board members shall be elected by the Facility Members at the annual member business meeting. Board members shall be elected by a simple majority of eligible Facility Members present at the meeting.

**Section 5 – Terms.** Each member of the Board shall serve for a period of two (2) years, or until their successor is duly elected. Terms shall be staggered such that no more than four (4) Board positions are up for election in any given year.

**Section 6 – Affiliate Membership Representation on the Board of Directors.** Affiliate Members may elect one representative at the Annual Member Meeting to serve as a non-voting, ex-officio member on the Board for a two (2) year term.

**Section 7 – Regular Meetings.** The Board may provide by resolution the time and place for holding regular meetings of the Board.

Subd. 1. The Board may hold regular meetings and shall hold at least two (2) regular meetings per year.

Subd. 2. A notice of every meeting of the Board shall be sent to members of the Board and all other members at least five (5) days in advance of the meeting, accompanied by a general statement of the business to come before it. The Board shall provide a time-limited opportunity for discussion of items raised by members who are not on the Board.

**Section 8 – Quorum.** Three (3) Board Members present at any properly announced meeting shall constitute a quorum.

**Section 9 – Voting.** Each Member on the Board shall be entitled to one (1) vote.

Subd. 1. There shall be no proxy voting.

Subd. 2. All motions shall carry by a simple majority of those present, unless otherwise specified.

**Section 10 – Special Meetings of the Board.** Special meetings of the Board may be called by or at the request of any member of the Board. The person or persons authorized to call special meetings of the Board may specify any place within the State of Minnesota as a place for holding any special meeting of the Board. Members of the Board and all other Members must receive at least four (4) days notice of such a meeting.

**Section 11 - Vacancies:** When a vacancy on the Board exists mid-term, the Secretary/Treasurer must receive nominations for new members from present Board members two weeks in advance of a Board meeting. These nominations shall be sent out to Board members with the regular Board meeting announcement, to be voted upon at the next Board meeting. These vacancies will be filled only to the end of the particular Board member's term.

**Section 12 – Compensation of the Board.** Members of the Board shall not receive any salary for their services, nor may they be allowed expenses of attendance. Service on the Board is strictly voluntary and without any compensation or reimbursement.

**Section 13 – Special Committees and Task Forces.** The Board has the authority to create necessary task forces and special committees in order to carry out the business of the Association.

**Section 14 – Resignation and Removal.** A member of the Board may resign at any time upon written notice to the Chair and such resignation shall become effective immediately. A member of the Board may be removed from office at any time, by the affirmative vote of three (3) of the Board members, whenever the Board, in its sole discretion, deems such removal to be in the best interests of the Association.

## **ARTICLE IV – MANAGEMENT AND MEMBERSHIP MEETINGS**

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**Section 1 – Professional Association Services.** The Board may select and employ personnel as needed to carry out Association business, including the establishment of appropriate personnel policies and practices.

**Section 2 – Budget.** The Board shall adopt an annual fiscal year budget for the Association no later than December 15.

Subd. 1. The fiscal year of the Association shall begin on the first day of January and end on the last day of December.

Subd. 2. Action to adopt an annual budget shall include setting dues for each type of membership.

**Section 3 – Financial Management.** The Secretary/Treasurer shall, with the assistance of staff, perform adequate financial management. This includes the following:

Subd. 1. All funds of the Association shall be deposited to the credit of the Association in such banks or other depositories as the Board may designate.

Subd. 2. Any funds which may come to the Association or be subject to its control, for its use in furthering and promoting the aims and purposes of the Association shall be received, disbursed, controlled, and accounted for by the Secretary/Treasurer in such manner and under such conditions as shall be prescribed and determined by the Board.

Subd. 3. A financial audit of all pertinent records shall be conducted periodically to assure compliance with all state and federal regulations. This audit must occur at least every five (5) years.

**Section 3 – Meetings.** The Association shall hold at least two (2) membership meetings as determined by the Board, including one (1) Annual Business Meeting. These meetings shall be held at a Qualified Resource Recovery Facility unless otherwise provided.

Subd. 1. *Annual Business Meeting.* The Association shall hold an Annual Business Meeting, the time and place of which shall be determined by the Board. Such meeting shall occur in the Fourth Quarter of the year. Notice shall be given to all members not less than thirty (30) days prior. The Annual Business Meeting shall, at a minimum, include annual budget adoption and Board elections.

Subd. 2. *Voting:* Each Member that has paid its dues for the current year is allowed one vote.

Subd. 3. *Reserved Voting:* Votes on Bylaws amendments, annual budget adoption, dues structure, or any vote having direct significant economic or policy impact, including legislative platform and policy positions, shall be considered reserved votes and be made by Facility Members only. Facility Members may, by a two-thirds majority of its membership entities present and voting, request a vote on any matter be reserved. Such a motion has precedence over any other motion on the floor.

**Section 4 – Parliamentary Authority.** The rules of parliamentary procedure and practice contained in the most recent revision of Roberts Rules of Order shall supplement any rules of procedure adopted by the Association, and shall govern in all cases insofar as they are not inconsistent or in conflict with the statutes of the State of Minnesota, these Bylaws, and any special rules or regulations adopted by the Association or by the Board.

Subd. 1. Every decision at a membership meeting shall be by majority vote of eligible members present unless it is a reserved vote as specified in Article IV, Section 3, Subd. 3.

## ARTICLE V – AMENDMENT OF BYLAWS

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These Bylaws can be amended by a simple majority vote of Facility Members who are present and voting.

## ARTICLE VI – DISSOLUTION CLAUSE

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Although the duration of the Association is intended to be perpetual, it may be terminated at any time by a simple majority vote of all Facility Members through a written ballot. In the event of termination, any unexpected balances of funds may be disposed of in any manner authorized by law, but such funds cannot result in personal benefit of members to the Association.

### *History:*

- *Partial By-Laws provided July 2017*
- *Updated February 2019*
- *Amended November 7, 2019 by Member Facility majority vote (Article III, Section I, Subd 5)*
- *Amended November 20, 2020 by Member Facility majority vote (Article II, Section 3, Subd 4 and Article III, Section 5)*

# Attachment 2: 2023 Legislative Priorities



[www.mnresourcerecovery.com](http://www.mnresourcerecovery.com)

“To promote a zero-waste society that advocates for **reducing waste, sustainably reusing resources and less landfill use.**”

## **MRRRA 2023 Session Priorities**

**Maintain** the integrity of the **solid waste management hierarchy** as defined in Minn. Stat. §115A.02 and support working with all stakeholders to:

- Reduce the amount of waste generated;
- Reduce the toxicity of waste;
- Separate and recover materials and energy from waste; and
- Reduce dependence on landfilling.

**Allocate** all revenue generated by the **Solid Waste Management Tax (SWMT) to waste management activities and increasing SCORE funding.**

**Advance product stewardship programs** for problem materials and special wastes (wastes having heightened potential for environmental harm or danger/difficulty in processing) that limit the adverse impact of burdensome and dangerous materials in the waste stream.

**Oppose any attempt to remove waste-to-energy as an “eligible energy technology”** that can contribute to meeting a utility’s renewable energy standards. (Minn. Stat. §216B.1691)

**Support legislative efforts that advance environmental justice** in solid waste systems by ensuring full and fair participation in the planning and execution, equally sharing in the benefits, and mitigating the disproportionate adverse impacts.

# Attachment 3: 2023 Budget

## MRRA Budget 2023

2022 Actuals

2023 Budget

### Revenue

Member Dues	\$67,300	\$66,500
<b>Total Revenue</b>	<b>\$67,300</b>	<b>\$66,500</b>

### Expenditures

Executive Director	\$27,812.55	\$44,000.00
Lobbyist	\$21,499.98	\$26,000.00
CPA	\$450.00	\$450.00
Website Maintenance/Update	\$133.21	\$200.00
Social Media Boosting	-	\$100.00
Administrative: Secretary of State, Bank Fees, Copying and Postage, etc.	\$0.93	\$100.00
<b>Total Budgeted Expenditures</b>	<b>\$49,896.67</b>	<b>\$70,850.00</b>

### Operator Training Fund

Operator Certification Revenue	\$4,200.00	\$10,500.00
Operator Certification Expenses	\$3,186.63	\$10,500.00
Workshop Revenue	--	\$750.00
Workshop Expenses	\$554.57	\$350.00
<b>Total</b>	<b>\$458.80</b>	<b>\$400.00</b>

# Attachment 4: Lobbyist Agreement

**Larkin  
Hoffman**

**Larkin Hoffman**

8300 Norman Center Drive  
Suite 1000  
Minneapolis, MN 55437-1060

**General:** 952-835-3800

**Fax:** 952-896-3333

**Web:** [www.larkinhoffman.com](http://www.larkinhoffman.com)

January 14, 2022

Ms. Kate Bartelt  
HDR, Inc.  
MRRRA Staff  
600 Hennepin Avenue , Suite 260  
Minneapolis, MN 55403-1821

**BY EMAIL**  
Kate.Bartelt@hdrinc.com

Re: Legislative Representation

Dear Ms. Bartelt:

Thank you for asking Larkin Hoffman to represent Minnesota Resource Recovery Association (“MRRRA”) in the above referenced matter. This letter is sent to confirm our engagement.

This representation will be a two-year contract starting on December 1, 2021 through December 31, 2023, with an option to renew for an additional two year contract at that time. The fee for representation will be a flat fee of \$24,000 per year, invoiced in 12 monthly payments of \$2,000 per month. When appropriate or necessary, we will involve other firm attorneys, including associate attorneys, or paralegals to assist in this matter. Costs that may be incurred generally include such items as filing fees and electronic research as necessary. If at any time you have any questions or comments about our services, staffing, billings or any other aspects of our representation, please contact me.

This contract is for legislative representation includes, but is not limited to, the following:

- Provide strategic advice to help develop a legislative strategy and approach to move MRRRA’s 2022 legislative agenda forward;
- Coordinate MRRRA’s Day at the Capitol;
- Schedule meetings with lawmakers, obtain bill authors, as needed;
- Secure committee hearings and coordinate testifiers, talking points, and written materials as needed;
- Assist in monitoring, drafting bill language and amendments as needed;
- Gather internal political information and communicate information to MRRRA leadership and staff;
- Provide written reports as needed; and
- Other activities related to the legislative process as determined by Larkin Hoffman and MRRRA staff.



Ms. Kate Bartelt  
January 14, 2022  
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Generally, our firm requires a retainer to commence representation on a new matter. However, given that this is a flat fee agreement, we are waiving that requirement, and you will receive an invoice in the amount of \$2,000 for December 2021 in January 2022.

The attached General Conditions for Representation will apply to this matter as they do for all matters we handle on behalf of clients. We appreciate this opportunity to be of service to MRRA and look forward to working with you. If you find the terms of the contract acceptable, please sign the acknowledgement below and return a signed copy to me.

Please do not hesitate to contact me at any time you have questions or comments about our services.

Sincerely,

  
Grady J. Harn for  
Larkin Hoffman  
Direct Dial: 952-896-3324  
Email: [gharn@larkinhoffman.com](mailto:gharn@larkinhoffman.com)

Sincerely,


  
Peter A. Larson, Esq., for  
Larkin Hoffman  
Direct Dial: 952-896-3257  
Email: [plarson@larkinhoffman.com](mailto:plarson@larkinhoffman.com)

Attachment

### **ACKNOWLEDGMENT**

I, Dave McNary, accept and agree to the foregoing terms in the above-stated engagement letter on behalf of Minnesota Resource Recovery Association.

Dated: January 20, 2022

  
\_\_\_\_\_  
Dave McNary, Board Chair

**LARKIN HOFFMAN DALY & LINDGREN LTD.  
GENERAL CONDITIONS OF ENGAGEMENT**

This Statement sets forth the general conditions of your engagement of Larkin, Hoffman, Daly & Lindgren, Ltd. (the "Firm"). These terms apply to all legal matters except as specifically modified in writing.

**1. REPRESENTATION OF ONLY NAMED CLIENT**

We are agreeing to represent only the person, persons, entity or entities identified in this engagement letter. We are not agreeing to represent any other persons, such as spouses, children, family members, owners, shareholders, directors, members, managers or partners. We are not agreeing to represent any parent, subsidiary or affiliated entities.

**2. SCOPE OF LEGAL SERVICES**

Our representation is limited to the specific matter for which we have been engaged, as well as those tasks we believe are necessary to complete those services (the "Matter"). Our representation does not entail a continuing obligation to advise you of subsequent legal developments that might have a bearing on your affairs generally or, after the completion of this legal work, this specific Matter. If during the course of this legal representation it becomes necessary to take on additional tasks, and if we agree to do so, the terms of this engagement letter will apply to those legal services as well.

**3. YOUR RESPONSIBILITIES**

To enable us to render our legal services effectively, you agree to disclose fully and accurately to us all information (comprising physical documents or electronic data) that may be relevant to the Matter. You further agree to keep us informed of any developments that may affect the Matter, and to assist and cooperate with us as necessary in dealing with the Matter. We will rely upon you for the accuracy of all information you provide to us. In reliance upon that information and the guidance you provide, we will provide legal counsel to you and assist you with respect to the Matter as set forth in the engagement letter.

It may be necessary at times for you to participate in meetings with us or others, or to attend public meetings, depositions or court proceedings. You agree to attend such meetings, depositions or proceedings as requested.

During the course of our representation, including at or before the date of this engagement letter, we may express our opinions or beliefs regarding the Matter or various courses of action that may occur, including the possible outcomes that may be anticipated. Any such statement made by any person acting or speaking on behalf of this Firm is intended solely as an expression of opinion, based upon information available to us at the time. Such opinions are not a promise or guarantee of any particular result.

**4. FEES AND COSTS**

Unless otherwise specified in this engagement letter, the Firm's fees will be based primarily upon the standard hourly rates for the personnel rendering services. The hourly rates for all personnel are based upon their experience and specific area of legal concentration. All hourly rates are subject to periodic, usually annual, adjustments. The rates charged will be those in effect at the time the services are rendered. Other factors may be considered in determining the final amount of our fees, including (a) the novelty and difficulty of the questions involved, (b) the skill requisite to perform the legal services properly, (c) the likelihood that accepting the representation will preclude the Firm from accepting other employment, (d) the fee customarily charged in the locality for similar legal services, (e) the amount involved and the result obtained, (f) any time limitations imposed upon us by the client or the circumstances, (g) the nature and length of our relationship, and (h) the experience, reputation and ability of the lawyer or lawyers performing the services.

The services for which you will be charged will include, but will not be limited to, telephone and office conferences with you, with adverse counsel, and with any others necessary for us to handle the specific legal matter for you; conferences among our personnel as necessary to advance and manage the representation; factual investigation; legal research; responding to requests to provide information to auditors in connection with reviews or audits of financial statements; drafting of letters, agreements, and other documents; travel time; for court cases, waiting time in court or elsewhere; drafting or responding to discovery and/or motions; and preparing for and attending depositions, negotiations, mediation and other court proceedings.

In addition to our fees, we will bill you for disbursements and other charges incurred in performing our services, such as, but not limited, to photocopying, messenger and delivery charges, electronic/online research, travel, parking, long distance and local telephone, court costs and fees, facsimile transmissions, court reporter charges, and document storage and processing required to store, retrieve and review electronic documents. Unless special arrangements are made, fees and expenses of others such as experts, investigators, witnesses, consultants, and court reporters and other large disbursements may be billed directly to you.

Fees, disbursements, and other charges will usually be billed monthly. There may be a delay in billings to us from outside vendors, and thus the charges for disbursements may not appear in the same billing as the related services. Our invoices are payable upon receipt. Any invoice not paid within 30 days of its date is subject to the imposition of late payment charges. If any of our invoices are not paid in full, and we choose to pursue collection of the outstanding balance, you agree, by accepting our representation of you under these General Conditions, that the Firm will be entitled to recover all costs of collection, including a reasonable attorneys' fee, associated with any actions taken to collect the outstanding balance.

Although we may from time to time furnish for your convenience estimates of fees or charges that we anticipate will be incurred on your behalf, these estimates are subject to unforeseen circumstances and are by their nature inexact. We will not be bound by any estimates except as otherwise expressly set forth in this engagement letter or otherwise agreed to by us in writing.

**5. LATE PAYMENT CHARGES**

In the event any of our periodic billings to you are not paid when due, the Firm will impose late payment charges on the unpaid balance. Such charges will be assessed at eight percent (8%) per annum on matters for natural persons, and at eighteen percent (18%) per annum for entities. Such late charges will accrue beginning 30 days after the date of any invoice not paid in full.

**6. TERMINATION OR WITHDRAWAL**

Our representation of you will terminate upon completion of our work on the Matter. You have the right to terminate our representation at any time upon written notice to the Firm. Such termination shall not, however, relieve you of the obligation to pay for all services rendered and disbursements and other charges made or incurred on your behalf prior to the date of the notice or termination, whichever is later. Although we do not anticipate any need to do so, we also reserve the right to withdraw from this representation for good cause. Good cause includes your failure to honor the terms of this engagement letter, your failure to pay amounts billed in a timely manner, your failure to cooperate or follow our advice on a material matter, or any fact or circumstance that would, in our view, impair an effective attorney-client relationship or would render our continuing representation unlawful, unethical, or impracticable. If we elect to withdraw, you agree to take all steps necessary to free us of any obligation to perform further, including the execution of any documents (including forms for substitution of counsel) necessary to complete our withdrawal. We will be entitled to be paid for all services rendered and disbursements and other charges made or incurred on your behalf prior to the date of withdrawal.

**7. DOCUMENT RETENTION AND DESTRUCTION**

We maintain our files primarily in a digital image format. Accordingly, we will likely digitize a copy and return to you original documents that you provide to us during the course of our representation. At the conclusion of our representation on the Matter, we will return to you any remaining original documents in our possession. We typically will maintain our electronic files for a period of seven years after the conclusion of our representation. After that time, we may destroy the entire file without further notice to you. If we have not already done so, we will attempt at that time to return any original documents to you. If for any reason we cannot return such documents, they may also be destroyed. If you wish to retain a record of the Matter for a longer period of time, you should arrange to create such a file for yourself.

# Attachment 5: 2023 Day at the Capitol Handout

ENERGY FOR TODAY

## Meet the MRRRA

**Minnesota Resource Recovery Association (MRRRA)** represents public and private partners managing solid waste locally at resource recovery facilities in lieu of landfilling.



**Resource recovery** is any waste management process that reclaims materials or energy from waste.

This includes anaerobic digestion, pyrolysis and waste combustion (to produce electricity or steam). We process more than 1,000,000 tons of waste each year from more than 30 Minnesota counties.



**MINNESOTA  
RESOURCE  
RECOVERY  
ASSOCIATION**



### SOLID WASTE - THE BIGGER PICTURE



### Waste Management Hierarchy

State and Federal Policy prioritize waste management methods. The most preferred method is waste reduction, then reuse, then recycling. Landfilling is the least preferred.

### MINNESOTA SOLID WASTE SCORE CARD

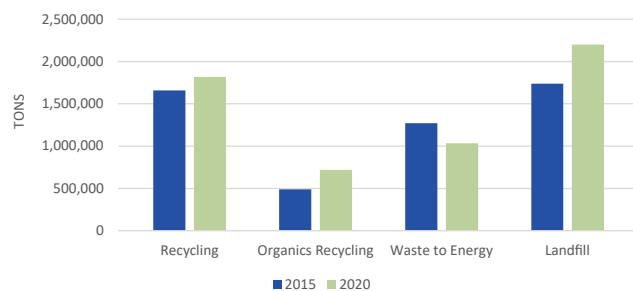
Minnesota is currently landfilling too much and recycling too little. As the graph shows, from 2015 to 2020 landfilling increased 460,000 tons/year. Recycling grew at a lesser rate (392,000 tons/year). This is similar to national trends. While many aspire to “zero landfilling”, there is little progress.



#### What is Zero Waste?

A system where all discarded materials become resources for future use.

Solid Waste in Minnesota 2015–2020



### What is the role of MRRRA?

We believe in moving towards zero landfilling! Resource Recovery is more favorable than landfilling and less favorable than recycling. MRRRA is loyal to the waste management hierarchy. We only want to process waste that can't be reduced, reused or recycled. **When all waste can be reduced, reused or recycled, then resource recovery will be obsolete!**

Learn more about MRRRA or contact us by visiting

[mnresourcerecovery.com](https://mnresourcerecovery.com)





## Why is Resource Recovery preferred in lieu of Landfilling?

For decades the MPCA, EPA and global environmental leaders have agreed that with modern emission control technology, resource recovery is a sustainable practice—preferred in lieu of landfilling. Below are some reasons why:



Per ton of waste, resource recovery generates one ton less carbon emissions than landfilling. **Resource Recovery reduces greenhouse gases.**



Landfills are the third largest source of human-generated methane. One ton of uncontrolled landfill methane is over 28-36 times more harmful to the environment than one ton of carbon dioxide.



Landfills carry long term liabilities, occupying valuable land and risk of contaminating groundwater. The State of Minnesota has spent over \$400 million on landfill cleanup. Over \$400 million more in future cleanup is projected.

**Resource recovery protects Minnesota's environment.**

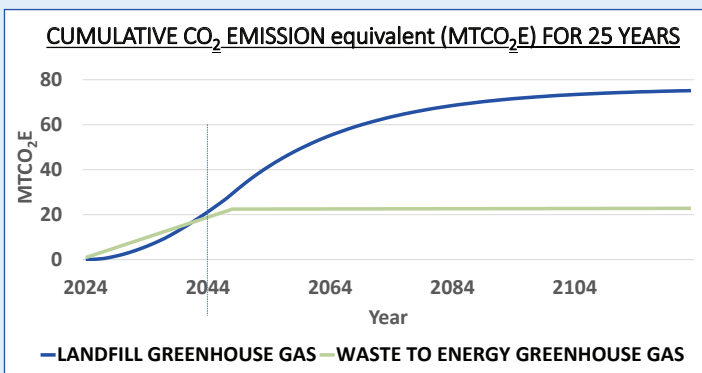


Over 440,000 Megawatt\*hours of electricity and over 840 Million pounds of steam are generated and sold each year by resource recovery facilities.

**Resource recovery contributes to clean energy in Minnesota.**



Resource Recovery Facilities use specialized equipment like optic sorters, air knives, magnets and eddy current separators to remove recyclables from waste. **Resource Recovery increases recycling.**



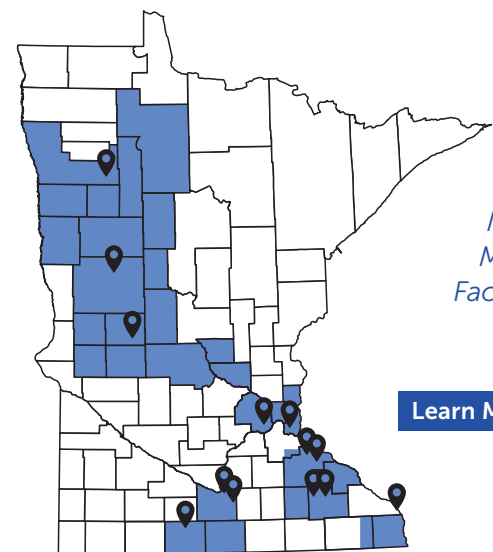
## More about what we do

- MRRRA counties are Minnesota's leaders in recycling and composting.
- We support environmental justice.
- Member counties invest millions of dollars in new technologies to increase reduction, reuse, recycling and landfill diversion. Planned projects include anaerobic digestion, composting, metals recovery and ash reutilization.
- Without resource recovery, landfilling will continue to increase. In 2018, the Elk River Resource Recovery Facility closed. In the following years, landfilling increased 230,000 tons per year and recycling decreased 110,000 tons per year.

## The Future of Solid Waste

The future is challenging! MRRRA is working hard with local and state partners to make a difference. **Please support our efforts to manage waste better!** Some future challenges and opportunities include:

- Municipal Solid Waste is very diverse and difficult to recycle. **Extended Producer Responsibility will be essential for future success.**
- Resource Recovery is more expensive than landfilling. We believe revenue generated from the **state solid waste management tax revenue should be spent on making solid waste management more affordable.**



MRRRA Waste Management Facilities across Minnesota

Learn More



Contact MRRRA

Kate Bartelt, MRRRA Executive Director [✉ kate.bartelt@hdrinc.com](mailto:kate.bartelt@hdrinc.com)  
 Chris McConn, MRRRA Chair [✉ cmconn@co.ottertail.mn.us](mailto:cmconn@co.ottertail.mn.us)

# Attachment 6: Example Newsletter

**Erickson, Amanda**

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**From:** MRRRA <kate.bartelt@hdrinc.com>  
**Sent:** Tuesday, August 29, 2023 9:07 AM  
**To:** Erickson, Amanda  
**Subject:** MRRRA Newsletter: August 2023

**CAUTION:** [EXTERNAL] This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

## MRRRA Newsletter: August 2023

Minnesota Resource Recovery Association news, resources, and information.

**Thanks for keeping up on the latest from the Minnesota Resource Recovery Association!**

*This newsletter and other MRRRA resources, including legislative updates, are only available to paying members of the organization.*

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## MRRRA Workshop Success!

The **MWC Ash – Handling, Recovery, and Reutilization Workshop** was held on August 23, 2023, at the HERC, and more than 30 MRRRA members attended. Thank you to Matt Clark with HERC for organizing the event. This provided a great opportunity for collaboration and discussion amongst members, and the MRRRA had not hosted an in-person workshop in numerous years.

Workshop presenters included Jay Houghton with Bulk Material Handling, Steve Bossotti with Advanced Recycling Technologies, Jerry Goodwald with GEM Ash, Steve Vrchota with Pope-Douglas, and Michael Cook with Olmsted County. *Thank you to all who attended and to the HERC GRE staff for hosting and providing tours to members—on a very hot day!*

[Workshop presentations are available to members on SharePoint.](#)



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## Upcoming Events:

The **September MRAA Board and Member meetings** are just around the corner. The September meeting will include planning for the fall in-person member meeting, an update about the MRRA Executive Director, and plans for 2024. Please email us with any agenda items you'd like included.

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## Reminder:

MRRA Committees are actively meeting and if you are interested in joining, please reach out to the committee chairs.

- PFAS contact [Rob Dunnette](#)
- Workshops and Webinars contact [Matt Clark](#)
- HR and Staffing contact [Kelli Hall](#)
- Training Program contact [Dan Fish](#)

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## 2023 MEETING SCHEDULE

Meeting Date	Time	Details	Location
September 11	9:00 to 10:30 a.m.	Board Meeting	Virtual
September 15	9:00 to 10:30 a.m.	Member Meeting	Virtual
October 24-27	Waste Combustor Operator Certification training	Course days Tues-Thurs, exam Friday	Southeast Technical College, Red Wing
November 13	9:00 to 10:30 a.m.	Board Meeting	Virtual
November 17	9:00 to 11:30 a.m.	Member Meeting	In-Person <i>(Host site needed)</i>

## MRRA Resources:

Check out the MRRA Membership SharePoint to access documents, review relevant news articles, and find resources for our industry. Feel free to add articles to this folder to share with others as well.

[MRRA Member Reference Materials and Resources 2023](#) →

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## MORE ABOUT THIS NEWSLETTER



We plan to share updates, resources, events, and important topics via this monthly newsletter. If you have ideas or information to be shared next month, including updates, resources, events, or important topics, [please let us know!](#)

Visit [www.mnresourcerecover.com](http://www.mnresourcerecover.com) for more information →

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**MRRA**

1601 Utica Ave S, #600, St. Louis Park  
United States of America

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# Attachment 7: Member List

MARRA Membership List – August 2023

## Members

- Advanced Recycling Technologies
- Burns and McDonnell
- CEMSOURCE
- City of Ames
- Foth
- GRE HERC Services, LLC
- HDR
- Husch Blackwell Law Firm
- Jamar Construction
- Mayo Clinic
- Olmsted County Facility
- Otter Tail County
- Perham Facility
- Polk County Facility
- Pope/Douglas facility
- Ramsey/Washington RDF Project
- Red Wing Facility
- Stantec
- Todd County
- Wadena County
- Wrigley Mechanical
- Xcel Energy