



Tri-County Solid Waste Office

Public Notice

**The Tri County Solid Waste Joint Powers Board
posts this notice of the proposed amendments to the**

**Tri County Solid Waste Joint Powers By-Laws
which will be acted upon at the next meeting to be**

held on Wednesday, May 18th, 2022 at 8:30 am

and located in the Nicollet County Courthouse

Commissioners Board Room

501 South Minnesota Avenue, St. Peter, MN 56082



Tri-County Solid Waste is an Equal Opportunity Employer

Tri-County Solid Waste Joint Powers Board
By-Laws
(Effective _____)

Article 1: Statement

This document shall be the official by-laws of the Tri-County Solid Waste Joint Powers Board, which consists of the participating Counties of Le Sueur, Nicollet, and Sibley, (hereinafter, the Board), which is an official legal entity according to Minnesota Statutes, Section 471.59.

Article 2: Purpose

The purpose of this policy is to set regulations for the proper organization of the Tri-County Solid Waste Joint Powers Board. The adoption of these by-laws is to provide for the proper governance of the Board's operations.

- 2.1 Focus. One of the main focus' of this Board is to provide for the proper planning, engineering, and design necessary to implement the participating counties' solid waste management and hazardous waste plans, along with recycling services.
- 2.2 Solid Waste Management Facility. A new joint powers agreement must be approved by the participating counties in order for the Board to construct a solid waste management facility.
- 2.3 Participation Not Required. No member county shall be obligated to participate in a new joint powers agreement for construction, operation, financing or management of any solid waste facility.

Article 3: Governance

- 3.1 Annual and Regular Meetings. The Board shall hold an annual meeting and other meetings as needed. The times and places of regular and special meetings shall be fixed by the Board.
- 3.2 Voting. Each county shall have two (2) votes on all matters before the Board. Board actions shall be determined by a majority of the votes cast at the meeting. Abstentions shall not be counted as votes cast. Proxy votes are not permitted.

3.2.1 Exception on Voting. When a county, by resolution of its board of commissioners, has decided not to participate in a contract for services, then the representatives of said county shall not participate in the negotiation of the contract and shall abstain from voting on the contract.

- 3.3 Quorum. A quorum shall consist of a simple majority of the Board; however, each Party must be represented by at least one member

3.3.1 Exception on Quorum. An exception to 3.3 is provided when a county, by resolution of its board of commissioners, does not participate in a contact for services, then a quorum, for the purpose of taking action on the contract, shall

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consist of a simple majority of the two participating counties and a representative of the non-participating county need not be present.

3.4 Documentation. Resolutions or other documentation of designation shall be filed with the Secretary of the Board.

3.5 Members not Employees. Members of the Board may be deemed to be employees of the Tri-County Solid Waste Board. Each Board Member may be compensated with a per diem and be reimbursed expenses in the performance of serving on the Board in the amount and within the limitations as set by the participating Parties.

3.6 Terms; Vacancies. The term of each Board Member shall be indefinitely or until the appointing Party makes a change. In the case of a vacancy, the appointing Party shall appoint a designee and/or an alternate as soon as a vacancy occurs.

3.7 Officers of the Board. The Board shall elect a Chair and Vice Chair from its membership who shall serve a term of one (1) year and may serve for successive terms.

3.7.1 Election of Officers. The election of the Chair and Vice-Chair shall be conducted at the first meeting of the calendar year.

3.7.2 Additions to the Board. The Board may elect or appoint such other officers, as it deems necessary to conduct the affairs of the organization.

3.7.3 Secretary/Treasurer. The Tri-County Solid Waste Director shall act as the Secretary/Treasurer to the Board.

3.7.4 Committees. The Board shall have the authority to appoint such committees, as it deems necessary to fulfill the purpose of the organization.

3.8 Meetings. The Board shall comply with Minnesota Statutes Chapter 13D (Open Meeting Law).

3.9 Records, Accounts and Reports.

3.9.1 Records and Reports. The books and records, including minutes and the original fully executed Agreement, of the Board shall be subject to the provisions of Minn. Stat. Ch. 13. They shall be maintained in offices of the Fiscal Host. Records, accounts and reports shall be maintained by the Secretary/Treasurer.

3.9.2 Receipts and Disbursements. The Tri-County Solid Waste Board will ensure strict accountability for all funds of the organization and will require reports on all receipts and disbursements made to, or on behalf of the Tri-County Solid Waste Board

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Article 4: Operation and Finance

- 4.1 Annual Budget. The Board shall prepare an annual budget, which shall be presented to the Board of County Commissioners of each member county for review and comment.
- 4.2 Fiscal Contribution. Contributions from individual Parties will be allocated based on the following formula: Fifty percent (50%) of the costs divided equally among the member counties and the remaining fifty percent (50%) of the costs allocated on the basis of each County population.
- 4.3 Fiscal Agent. The Board shall designate one of the member counties to act as Fiscal Agent for the Board. The Fiscal Agent shall establish an account in order to keep proper records of all receipts and expenditures. The Fiscal Agent is empowered to prepare a list of proposed obligations of the Board, including expenses incurred by the Agent, and present them at regular intervals to the Board for approval.
- 4.4 Incidental Work. If the Tri-County staff does more than incidental work solely for one of the member counties, and this work is not within the normally accepted scope of work to be performed, the other member counties shall be compensated accordingly through an adjustment in the quarterly billing by the Tri-County office.

Article 5: Officers and Duties

- 5.1 Chairperson. The chairperson shall preside at all meetings of the Board. The chairperson shall be an ex-officio member of all standing committees and shall appoint all standing committees.
- 5.2 Vice-Chairperson. The vice-chairperson shall assume the responsibilities of the chairperson when the chairperson is absent or unavailable to serve. A vacancy in the chairperson's office shall be filled by the vice-chairperson for the rest of the term.
- 5.3 Secretary to the Board. The Tri-County Solid Waste Director shall act as Secretary to the Board, keeping the minutes of Board meetings, and ensuring that financial matters of the Board are addressed.

Article 6: Specific Powers

The Board shall have all the powers and duties under Minn. Stat. § 471.59, governing the formation of joint powers agreements. The Board shall also have all the powers necessary to carry out its obligation to implement a solid waste management plan in accordance with Minn. Stat. § 115A.46, along with hazardous waste management and recycling services.

- 6.1 Contracts. The Board may enter into contracts necessary for the exercise of its duties and responsibilities to govern the Tri-County Solid Waste Board. The Board may take such action as is necessary to enforce such contracts to the extent available in equity or at law.

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Contracts let and purchases made pursuant to this Agreement shall conform to the requirements applicable to contracts required by law (i.e. fiscal management, personnel management)

- 6.2 Receive and Expend. For the purposes of implementing the County Solid Waste and Hazardous Waste Management Plans, funds designated by the Parties or from any other lawful source, including any governmental source, shall be used to create a budget and properly account for the financial affairs of this Agreement.
- 6.3 Staffing. The Board may employ such staff as is necessary to carry out the purpose of this agreement, subject to the financial limitations imposed by law and this Agreement. The Staff shall be located in the main Tri County Solid Waste Office, which is located at – 501 South Minnesota Avenue, Saint Peter, MN 56082.
- 6.4. Insurance. The Board shall obtain liability, property and auto insurance and may obtain such other insurance it deems necessary to indemnify the Board and its members for actions of the Board and its members arising out of this Agreement. Tri County Solid Waste has and maintains a separate insurance policy with the Minnesota Counties Intergovernmental Trust (MCIT).

Article 7: Amendments

The by-laws may be reviewed by the Board at any time.

- 7.1 Amendments. The by-laws may be amended at any regular meeting of the Board by a majority vote provided that each member county has a voting representative present. Notice of the proposed amendment(s) must be given at least 30 days prior to any action taken by the Board.
- 7.2 County Board Notification. Notice of any proposed amendment to Article 4, must be sent to the member county board of commissioners.
- 7.3 Board Action. The proposed amendment(s) must be included with the agenda of the Board meeting, and a time must be specified on the agenda when the proposed amendment will be acted upon.

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Article 8: Termination of the Agreement or Withdrawal

The Tri-County Solid Waste Joint Powers Agreement (hereinafter, the Agreement) shall remain in full force and effect until a Party or two terminates or withdraws pursuant to Article 9 of the Agreement.

8.1 Effective Date and Obligations. The notice of termination and withdrawal must be received by July 1 of the current fiscal year. A withdrawing Party is obligated for all expenses incurred during the 180-day period prior to withdrawal and shall continue to make its allocated share of contributions.

8.2 Effects of Termination. Termination shall not discharge any liability incurred by the Board or by the Parties during the term of the Agreement.

8.2.1A The financial obligations shall continue until discharged by law, this Agreement or any other agreement. Upon termination, expenses will cease to accrue but the member Parties agree that, notwithstanding the termination, the Parties shall continue to provide for payment of expenses owing but unpaid as of the date of termination.

8.2.1B Property acquired by the Tri-County Solid Waste Board shall be distributed by the same percentage which contributions are made and stated in 4.2, that is determined by County population. Surplus funds of the Tri-County Solid Waste Board shall be returned to the Parties in accordance with the law.

8.3 Notice. Notice that is required to be given may be done by either of the following methods: Mailing by first class mail, postage pre-paid, addressed to the Board representatives of each member county and sent to the county courthouse, or by email or served in person to the Board representatives of each member county.

Approved by the Tri-County Solid Waste Board on _____, 2022

By: _____
Board Chair

Attest:

By: _____