

**AMENDED AND RESTATED BYLAWS OF THE
RAMSEY/WASHINGTON RECYCLING AND ENERGY BOARD**
Adopted by the Board July 27, 2023

ARTICLE I

RAMSEY/WASHINGTON RECYCLING AND ENERGY BOARD

The Ramsey/Washington Recycling and Energy Board (the “Board”) is governed by the Amended and Restated Joint Powers Agreement by and between Ramsey County and Washington County (each a “County” and together the “Counties”) dated September 22, 2015, as it may be amended from time to time (the “Joint Powers Agreement”). These Bylaws are adopted pursuant to Article IV, Section C of the Joint Powers Agreement, are effective as of 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 five (5) Board members at a meeting shall constitute a quorum. Unless otherwise required by law, the Joint Powers Agreement, or Robert’s Rules of Order, actions of the Board are taken by a majority vote of Board members present. Actions that, pursuant to the Joint Powers Agreement, require a two-thirds majority,

must have affirmative votes from six Board members. A County commissioner designated as an alternate Board member by a County may vote and be counted for purposes of establishing a quorum in place of an absent Board member from that County. All resolutions of the Board shall be in writing, signed by the Chair and attested to by the Secretary/Treasurer. All other actions of the Board shall be by motion recorded in the written minutes. The Board's meeting minutes and actions shall be recorded in a journal, in compliance with the Minnesota Data Practices Act and the Minnesota Open Meetings Law.

(f) **Conduct of Meetings.** Meetings of the Board shall be conducted pursuant to the most recent edition of Robert's Rules of Order.

(g) **Meetings by Interactive Television or Other Electronic Means.** At the discretion of the Chair, in consultation with the Vice Chair, Board meetings may be conducted by interactive television in compliance with the conditions and requirements set forth in Minn. Stat. §13D.02. At the discretion of the Chair, in consultation with the Vice Chair, in emergency conditions, Board meetings may be conducted by telephone or other electronic means in compliance with the conditions and requirements set forth in Minn. Stat. §13D.021.

Section 2. Board Members.

(a) **Board Members.** As provided in the Joint Powers Agreement, the Board shall consist of four commissioners from Washington County and five commissioners from Ramsey County, as appointed by each County. The Counties may replace their respectively designated Board members at any time, at their discretion. Each County also may designate alternate commissioners to serve on the Board in the absence of a County's representative Board member. Board members and alternates shall not receive any salary for their services, provided however that the Board may provide for expense reimbursements to the extent permitted by law.

(b) **Ex-Officio Members.** The Board may appoint representatives from the City of Newport, Minnesota (as provided in the Joint Powers Agreement) and the Minnesota Pollution Control Agency to serve as a non-voting, ex officio members of the Board. From time to time, the Board may appoint one or more additional non-voting, ex officio Board members.

Section 3. Board Committees.

(a) **Standing Committees.** The Board will have two standing committees as set forth below. The standing committees are subject to the orders of the Board and committee actions may not conflict with actions or directions of the Board. Subject to the notice requirements set forth in Section 1, committee meetings may be held at the discretion of the respective chairperson of each committee.

(1) *Executive Committee.* An Executive Committee is created, which shall consist of the Chair, the Vice Chair, the Secretary/Treasurer. The Executive Committee shall have general supervision of the affairs of the Board between its meetings, make recommendations to the Board and perform such other duties as specified in the Joint Powers Agreement, in these Bylaws, or as delegated by the Board. The Executive

Committee is authorized to solicit bids and requests for proposals, and to execute contracts, including any amendments that are included in the approved annual Facility Budget or Joint Activities Budget and are within the authority of the Board to execute. The Board may delegate other functions and authority to the Executive Committee at its discretion. For voting, the presence of at least one committee member from each County is required.

(2) *Facility & Finance Committee.* A Facility and Finance Committee is created, which shall consist of the Secretary/Treasurer, and two additional commissioners, with the total makeup of the Committee including one commissioner from Washington County and two commissioners from Ramsey County. Members of the Facility and Finance Committee shall be appointed by the Chair each year and ratified by majority vote of the R&E Board. The Facility and Finance Committee is authorized to develop and oversee the Joint Activities Budget, Facility Budget, and Equipment Maintenance and Replacement Budget and make recommendations for these budgets to the R&E Board. The Facility and Finance Committee is also authorized to monitor ongoing Facility operations and make recommendations to the Executive Committee or R&E Board, as appropriate, to ensure efficient operation of the Facility.

(b) **Ad Hoc Committees.** The Board may establish ad hoc committees as it deems necessary and desirable. Such ad hoc committees may take actions to execute their duties or may be advisory committees. Each ad hoc committee must include a representative from each County.

Section 4. Officers. The Board shall elect a Chair, a Vice Chair, a Secretary/Treasurer, and other officers as determined appropriate by the Board. The officers of the Board shall be elected as provided below by the Board at the first meeting of the Board in a calendar year involving a quorum. Each officer shall have the powers and duties specified in these Bylaws, and as the Board may prescribe from time to time. An office vacated by resignation of an office shall be filled by Board action.

(a) **Chair.** The Chair of the Board shall rotate on a biennial basis between commissioners from each County. The Chair in 2016 shall be held by Washington County, and the biennial rotation shall begin in 2017 with Ramsey County assuming the Chair. The Chair of the Board shall preside (when present) at all Board meetings. The Chair is authorized to execute agreements on behalf of the Board and exercise and perform such other powers and duties as may be from time to time assigned to the Chair by the Board.

(b) **Vice Chair.** The Vice Chair of the Board shall also rotate, and shall be from the County that does not hold the Chair. The Vice Chair in 2016 shall be held by Ramsey County and the biennial rotation shall begin in 2017 with Washington County assuming the Vice Chair. In the absence or disability of the Chair, the Vice Chair shall perform all of the duties of the Chair and shall have all the powers of, and be subject to all the restrictions upon, the Chair.

(c) **Secretary/Treasurer.** The Secretary/Treasurer shall be elected on a biennial basis, with the first term beginning in October 2015 and continuing through 2017. The Secretary/Treasurer shall perform, or cause to be performed, the following duties: (i) official recording of the minutes of all proceedings of the Board meetings and actions; (ii) provision for

notice of all meetings of the Board; and (iii) authentication of the records of the Board. In addition, the Secretary/Treasurer shall oversee the Board's budget and finances. In the absence of the Chair and Vice Chair, the Secretary/Treasurer shall preside over the Board.

ARTICLE III

MANAGEMENT, ADMINISTRATION AND STAFFING

Section 5. Board Administration.

(a) **Executive Director.** As set forth in the Joint Powers Agreement, the Executive Director is the leader of the R&E organization, overseeing and implementing the vision and strategic direction for the organization. The Executive Director is responsible for management of the organization and its executive team, which includes the Deputy Director, Human Resources Manager, Accounting Manager, and Administrative Assistant. The Executive Director is responsible for developing organizational goals and monitoring progress toward meeting those goals while ensuring compliance with the Joint Powers Agreement and Bylaws. The Executive Director shall report directly to the R&E Board and ensure the overall vision and direction aligns with the respective county partnerships through the Public Health Directors. The Executive Director shall have such powers and duties as further set out in the Joint Powers Agreement, these Bylaws, and as otherwise assigned by the R&E Board. The Executive Director shall act in the capacity of the Deputy Director in the Deputy Director's absence.

(b) **Deputy Director.** As set forth in the Joint Powers Agreement, the Deputy Director shall report to the Executive Director and serve as a subject matter expert in the solid waste management field with technical understanding of the business and day-to-day Facility operations and oversight of the development and implementation of projects and initiatives. The Deputy Director is responsible for leading, supervising and managing the functions of the leadership team that includes the managers of planning and project management, Joint Activities, contracts, and R&E Facility operations. The Deputy Director shall have such other responsibilities and duties as designated by the Executive Director or the Board. The Deputy Director shall act in the capacity of the Executive Director in the absence of the Executive Director.

(c) **Administrative Functions.** The following administrative functions are necessary for the Board's operation. Entities carrying out these functions shall be compensated as provided for in specific purchase of service or other agreements.

(1) *Fiscal Agent.* As set forth in the Joint Powers Agreement, the Ramsey County Finance Department shall act as the Fiscal Agent on behalf of the Board, and shall provide any and all financial management, accounting and reporting services necessary or convenient for the Board. The Board may conform to the procurement policies of either County, as it deems appropriate.

(2) *Legal Representation.* As set forth in the Joint Powers Agreement, the Ramsey County Attorney's Office and the Washington County Attorney's Office are attorneys for the Board. Any special legal counsel shall be designated and chosen with the

advice of the Ramsey and Washington County Attorney's Offices.

(3) *Human Resources.* As provided in the Joint Powers Agreement, employees of the Board are not employees of either County.

(4) *Information Services.* The Board shall decide how to procure information services for its operations. The Board shall procure its own hardware and software, and support services in the manner it chooses. The Board may enter into a purchase of services agreement with the Information Services Department of either County for elements of IT support. Beginning in 2016 the Ramsey County Information Services Department shall provide those information services for the Board identified in a purchase of services agreement.

(5) *Ramsey/Washington Public Health Advisory Work Group.* As set forth in the Joint Powers Agreement, the Ramsey/Washington Public Health Advisory Work Group shall advise the Executive Director and consult on Ramsey/Washington Recycling & Energy matters so as to implement the solid waste management plans of Ramsey and Washington Counties. This advice and consultation includes, but is not limited to, technical assistance, input on Joint Activities, fiscal responsibility and accountability regarding the use of funds provided by the respective counties, and other input to ensure alignment with the mission, vision and values of Ramsey and Washington Counties' solid waste management plans. The Ramsey/Washington Public Health Advisory Group shall consist of the director of Saint Paul – Ramsey County Public Health and the director of Washington County Public Health and Environment. Information exchanged between the Executive Director and the Ramsey/Washington Public Health Advisory Work Group shall be consistent with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13.

(6) *Ramsey/Washington Financial Advisory Work Group.* As set forth in the Joint Powers Agreement, the Ramsey/Washington Financial Work Group shall be responsible for advising the Executive Director on financial matters such as budget development, budget updates, and annual financial statements and audits. The Ramsey/Washington Financial Advisory Work Group will be consulted on any future county bonding or major Board finance issues that impact either county.

Section 6. Staffing and Consultants.

(a) **Staffing.** The Counties may from time to time designate employees to perform work on behalf of the Board. The Board also may authorize the Executive Director to hire and maintain staff to exclusively work for the Board ("Board Staff"). The Board hereby delegates authority to the Executive Director or his or her designee to hire (consistent with the Facility Budget or Joint Activities Budget, as applicable) and supervise Board Staff. At all times, Board Staff shall be employees of the Board and not employees of either County. The Board hereby further directs the Executive Director or his or her designee to oversee development of employee policies applicable to Board Staff.

(b) **Consultants.** The Board may retain such consultants as may be needed to render services to or perform functions of the Board, consistent with the annual Facility Budget or Joint Activities Budget, as applicable.

(c) **Reimbursement.** Staffing and other services provided by the Counties to the Board shall be reimbursed at rates negotiated during preparation of the annual Facility Budget or annual Joint Activities Budget, or as set forth in specific service agreements, as applicable.

Section 7. Facility Management.

(a) The Deputy Director or his or her designee will supervise Facility business operations. Such business functions include, but are not limited to: finance and accounting (including budgeting, contract management, payroll, inventory), information services, human resources (including recruiting, training, labor relations, and safety), Facility engineering (on-going operation and design updates), permit compliance, and Facility business relations.

(b) [Reserved]

Section 8. Joint Activities. Under the supervision of the Deputy Director or his or her designee, County staff and Project employees will carry out the Board's Joint Activities, in accordance with the County Board-approved Joint Activities Budget.

ARTICLE IV

FACILITY OPERATIONS

[Reserved]

ARTICLE V

FISCAL YEAR, BUDGET AND AUDIT

Section 9. Fiscal Year. The Fiscal Year of the Board shall be the calendar year.

Section 10. Facility Budget.

(a) **Enterprise Fund.** In the normal course of Facility operations, the Board will endeavor to operate the Facility Budget as an enterprise fund.

(b) **Annual Facility Budget.** The Facility & Finance Committee will prepare the annual Facility Budget for Board approval each year on or prior to August 1. The annual Facility Budget does not require approval of the Counties, provided however, that the respective Counties must approve any County contributions to the annual Facility Budget other than the initial contributions set forth in the Joint Powers Agreement.

(c) **Operating Reserve Fund.**

(1) *Establishment of Operating Reserve Fund; Size and Scope.* The Board shall establish an operating reserve fund, initially equivalent to \$10,000,000.00.

(i) Beginning in 2020 the size of the operating reserve fund shall be reduced to \$5,000,000.00, with the released funds being used to provide a loan from the Counties to the R&E Board for R&E Center improvements.

(ii) Ramsey County's initial obligation is equivalent to 73% of the total operating reserve fund amount (\$7,300,000.00) and Washington County's obligation is equivalent to 27% of the total operating reserve fund amount (\$2,700,000.00).

(iii) During the period of 2025–2028 the aggregate obligation of the counties shall be reduced by at least \$1,000,000.00 per year, until the obligation is eliminated. The aforementioned aggregate obligation reduction shall be credited to each County pro rata pursuant to the percentages set forth in subpart (ii) above. The release of this obligation is directly related to the creation, growth and maintenance of the Enterprise Reserve Fund. The reduction of the Counties' obligation related to the operating reserve fund may be accelerated at the sole discretion of the R&E Board, if Facility Budget surplus funds exceed \$1,500,000.00 in years 2020–2022, and \$1,000,000.00 thereafter, and the excess funds are placed into the Enterprise Reserve Fund and are not otherwise designated for another use by the R&E Board.

(iv) During the period 2025–2028 the R&E Board shall repay the \$4,100,000.00 operating reserve fund withdrawal made in 2016 as follows:

Year	Payment from R&E to Counties to pay back \$4,100,000 withdrawal	Payment from R&E to Ramsey County to pay back the county's share of the \$4,100,000 withdrawal	Payment from R&E to Washington County to pay back the county's share of the \$4,100,000 withdrawal
2025	\$1,000,000	\$730,000	\$270,000
2026	\$1,000,000	\$730,000	\$270,000
2027	\$1,000,000	\$730,000	\$270,000
2028	\$1,100,000	\$803,000	\$297,000

(v) Pursuant to the Joint Powers Agreement, each County has agreed to commit or hold sufficient funds for its respective obligation for the operating reserve fund.

(2) *Transfer of Funds From Counties to Board.* If the Board in its sole

discretion determines there would be a material adverse effect on the Facility, Facility financing, Facility employees, or Facility operations, it may request delivery from the Counties' operating reserve funds in an amount it determines to be reasonably necessary to avoid such material adverse effect. The amount requested shall be contributed by each County in proportion to their respective obligations, 73% from Ramsey County and 27% from Washington County.

(d) **Facility Equipment Maintenance and Replacement Fund.** The Board shall establish a facility equipment maintenance and replacement fund, to be incorporated into the Facility Budget. The purpose of this fund is to assure sufficient resources for major maintenance projects, as well as major equipment replacement. The Facility Committee shall identify the size, scope, and schedule for establishing this fund.

(e) **Payment in Lieu of Taxes.** The Board shall make payments in lieu of taxes to local government entities with taxing jurisdiction (excluding the state of Minnesota and fiscal disparity) in amounts equal to the taxes that would be applicable to the Facility if it were classified as commercial/industrial property privately owned. The Washington County Department of Property Records and Taxpayer Services shall prepare and deliver to the Board a note which calculates the amount of tax due to the local government entities as if the Facility were classified as commercial/industrial property privately owned. The Board shall make payments in lieu of taxes to the Washington County Department of Property Records and Taxpayer Services, to be distributed to the taxing districts pursuant to Minn. Stat. § 276.111 and § 276.11. Payments will be made on or before May 15 and October 15 of each year.

Any special assessments will be paid by the Board as separately billed by the Washington County Department of Property Records and Taxpayer Services.

(f) **Enterprise Reserve Fund**

(1) *Establishment of Enterprise Reserve Fund; Size and Scope.* The Board shall establish an Enterprise Reserve Fund, initially equivalent to at least \$1,640,000.00 from surplus 2018 funds.

(2) The size of the Enterprise Reserve Fund will increase each year until it reaches at least 25% of the Facility Budget. Funds more than 25% of the Facility Budget may be used by the Board for projects it identifies.

(3) The Enterprise Reserve Fund shall be managed as follows:

(i) At the end of 2019, \$1,500,000.00 in year-end surplus funds will be deposited into the Enterprise Reserve Fund.

(ii) For the period of 2020 through 2023, R&E will deposit at least \$1,500,000.00 per year into the Enterprise Reserve Fund.

(iii) For the period of 2024 through 2030, at least \$1,000,000.00 per year shall be deposited.

(iv) In any year the increase in the Enterprise Reserve Fund may be accelerated at the sole discretion of the R&E Board, if Facility Budget surplus funds exceed \$1,000,000.00 and the excess funds are not otherwise designated for another use by the R&E Board.

Section 11. Joint Activities Budget. The Facility & Finance Committee will prepare a two year budget for Joint Activities Budget for the Board approval each year on or prior to August 1. The Board will submit the Joint Activities Budget for approval of the Counties (for the Counties respective contributions) on or prior to October 1 each year.

ARTICLE VI

RECORDS AND REPORTS

Section 12. General Requirements. The books and records of the Board shall be maintained in compliance with the Minnesota Data Practices Act.

Section 13. Governance Documents. The Board shall keep at its registered office or its principal executive office, or in an authorized repository, the following governance documents:

- (a) The Joint Powers Agreement and all amendments thereto;
- (b) The Bylaws and all amendments thereto;
- (c) A list of the names and addresses of the Board's current Board members and officers; and
- (d) A journal of the Board's meeting minutes and actions, in compliance with the Minnesota Data Practices Act and the Minnesota Open Meetings Law and as set forth in ARTICLE II Section 1 and Section 14.

Section 14. Other Records. The accounting books and records and minutes of proceedings of the board and any committee shall be kept at any place or places designated by the Board, or, in the absence of the designation, at the principal office of the Board. The minutes shall be kept in written or electronic form and the accounting books and records shall be kept either in written or electronic form or in any other form capable of being converted into written or electronic form within a reasonable time.

Section 15. Inspection of Records. Each Board member shall have the absolute right at any reasonable time to inspect all Board books, records, and documents of every kind.

Section 16. Records Retention. The Board shall establish and implement a records retention policy, consistent with the Requirements of the Minnesota Data Practices Act, Minn. Stat. §138.17, et seq., and other applicable laws. The Board may contract with either County for assistance with implementing records retention.

ARTICLE VII

FINANCIAL CONTROLS

Section 17. Fiscal Policy and Procedures. The Board shall follow the fiscal policies and procedures set forth in the Fiscal Agency Agreement with Ramsey County. The Board may establish additional fiscal or financial policies, procedures and controls as it deems necessary and as consistent with these Bylaws and any current Fiscal Agency Agreement.

Section 18. Authorized Signatories/Execution of Documents. The Chair and the Secretary are authorized to execute documents on behalf of the Board. The Board may authorize any other officer or officers, or agent or agents, to enter into any contract or execute and deliver any instrument in the name and on behalf of the Board, and such authority may be general or confined to specific instances.

Section 19. Expenditures.

(a) **Facility Expenditures.** The Executive Director or his or her designee is authorized to enter into agreements and commit the Board to payment obligations in an emergency in order to maintain facility operations with limitations on authority to be outlined in the Board's fiscal policy.

(b) **Joint Activities Expenditures.** The Executive Director or his or her designee is authorized to enter into agreements or financial commitments consistent with the Board's joint activities budget in order to achieve the purposes of the Joint Powers Agreement, not to exceed \$50,000 dollars without specific Board authorization, subject to approval by County Attorneys and in accordance with Board's fiscal policies.

Section 20. Debt.

(a) **Supermajority Approval Required.** As provided in the Joint Powers Agreement, any issuance of debt by the Board must be approved by a two-thirds (2/3) majority of the full governing body of the Board.

(b) **Bonding.** [Reserved.]

Section 21. Loans. [Reserved.]

Section 22. Checks, Drafts, Notes. All checks, drafts, or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Board shall be signed by such officer or officers, agent or agents of the Board and in such manner as shall from time to time be determined by resolution of the Board.

Section 23. Insurance. [Reserved.]

ARTICLE VIII

MISCELLANEOUS

Section 24. Principal Place of Business. The Board's principal place of business of the Board shall be located at 100 Red Rock Road, Newport, MN 55055.

Section 25. Amendment. These bylaws may be amended from time to time by resolution of the Board duly adopted upon a two-thirds (2/3) majority vote of the full Board; provided, however, that no such amendment shall be adopted unless at least thirty (30) days written notice thereof has previously been given to all members of the Board. Such notice shall identify the section or sections of the Bylaws proposed to be amended.

Section 26. Governing Law; Priority of Documents. These Bylaws are governed and construed in accordance with the laws of the State of Minnesota. In the event of conflicting provisions between the Joint Powers Agreement as may be amended from time to time, these Bylaws, other actions of the Board, the provisions shall govern in the following order: the Joint Powers Agreement, the Bylaws, and other actions of the Board.

Section 27. Severability. A determination that any provision of these Bylaws is for any reason inapplicable, invalid, illegal or otherwise ineffective shall not affect or invalidate any other provision of these Bylaws.

Adopted October 22, 2015, Resolution R&EB-2015-1.
Amended January 28, 2016, Resolution R&EB-2016-01.
Amended January 24, 2019, Resolution R&EB-2019-05.
Amended January 23, 2020, Resolution R&EB-2020-01.
Amended September 22, 2022, Resolution R&EB-2022-14.
Amended July 27, 2023, Resolution R&EB-2023-10.