

**SOLID WASTE ALTERNATIVES PROGRAM
BYLAWS
Adopted September 24 2012**

**ARTICLE I
NAME AND PURPOSE**

1. **Name.** The name of this organization shall be Solid Waste Alternatives Program, hereinafter referred to as "SWAP."
2. **Purpose.** The purpose of the SWAP shall be:
 - a. To support the Lopez Solid Waste Disposal District by providing supplementary funding, to promote District activities, and to encourage responsible waste management practices on Lopez Island. Should Section 501(c)(3) tax-exempt status be granted, SWAP will engage only in activities within the meaning of Section 501(c)(3) of the Internal Revenue Code.
3. **Activities.** In furtherance of the purpose stated in Article I, Section 2, SWAP shall engage in such activities as:
 - a. Receiving contributions and directing them toward the benefit of the Lopez Solid Waste Disposal District
 - b. Hosting fundraising and publicity events
 - c. Hosting educational and promotional events
 - d. Staffing information booth
 - e. Researching and applying for grants
 - f. Recruiting volunteers
 - g. Producing and/or funding informational, educational and promotional materials
 - h. Providing supplementary materials and equipment or funding for same
 - i. Selling promotional or other items for the purpose of fundraising for the Lopez Solid Waste Disposal District

- j. Engaging in such other activities as might benefit the Lopez Solid Waste Disposal District

ARTICLE II MEMBERSHIP

1. **Membership.** The SWAP membership shall consist of all persons 16 years of age or older resident in the Lopez Island Community who choose to be members.
2. **Membership Dues.**
 - a. Annual membership contributions may be solicited according to a schedule determined at the annual membership meeting.
3. **Rights of Members.**
 - a. Every member shall have the right to participate in meetings of the membership.
 - b. Every member shall have the right to serve on the Board of Directors or on committees if elected.
4. **Voting.**
 - a. Every member 16 years of age or older shall have the right to cast one vote on all matters properly put before the membership of SWAP for consideration and to nominate and participate in the election of members of the Board of Directors as provided by these Bylaws.
5. **Membership Meetings.**
 - a. Notice of Meetings. Membership meetings shall be noticed at least three days prior to a meeting.
 - b. Annual Meeting. An annual membership meeting shall be called for the third quarter of the fiscal year. Additional membership meetings may be called by the Board of Directors.
 - c. Open Meetings. All membership meetings shall be open to any person.

- d. Minutes. Minutes of all membership meetings shall be recorded by the Secretary of the SWAP Board of Directors or by such other person as the Board of Directors may designate. Minutes for every meeting shall be approved by the membership at the next membership meeting. A copy of the minutes of the Annual Meeting of the membership shall be made accessible to all members within one month following that meeting.
- e. Quorum. A quorum shall consist of the members present at any membership meeting.

ARTICLE III BOARD OF DIRECTORS

- 1. **Number of Directors.** The Board shall consist of three to five Directors.
- 2. **Election of Directors.** The Directors shall be elected by a majority of Members.
- 3. **Nomination of Directors.** The Board of Directors shall nominate and publish a slate of candidates with the notice of the Annual Membership Meeting. Additional nominations may be made by any member 16 years of age or older from the floor at the Membership Meeting.
- 4. **Terms of Directors.**
 - a. The term of office shall be three years.
 - b. Terms of First Elected Directors. After the election of Directors at the first annual meeting, each Director shall be assigned, by mutual agreement or by lot, to a one-year, two-year, or three-year term. If five directors, one Director shall be assigned a one-year term, two shall be assigned a two-year term, and two shall be assigned a three-year term. The terms of office shall commence immediately upon adjournment of the First Annual Meeting.
 - c. Compensation. Directors shall serve without compensation.
- 5. **Vacancies.**
 - a. Vacancies may be filled by appointment by the Board. Appointed directors shall be confirmed at the next Membership Meeting.

6. **Meetings of the Board of Directors**

- a. The Board shall meet at least quarterly.
- b. Notice of Meetings. Board meetings shall be noticed at least five days prior to the meetings. Notice of every meeting shall state the meeting time and place, and shall include an agenda for the meeting and minutes of the previous meeting.

7. **Procedures for Meetings of the Board of Directors.**

- a. Open Meetings. All meetings shall be open to anyone.
- b. Quorum. A quorum shall consist of a majority of the Board of Directors.
- c. Minutes. Minutes shall be recorded and shall be approved by the Board at the next Board meeting. Minutes of each Board meeting shall be posted for public access.

8. **Duties of the Board of Directors.** The Board of Directors shall carry out the purposes of SWAP and be responsible for the general management of the affairs of SWAP in accordance with these Bylaws. Specifically, the Board shall:

- a. Appoint committees as the Board deems advisable.
- b. Report and receive reports from the Managing Board of the Lopez Solid Waste Disposal District.
- c. Prepare and post an agenda for each Annual Meeting.

**ARTICLE IV
OFFICERS**

- 1. **Designation.** The Officers of SWAP shall be: Chair, Vice Chair, Treasurer and Secretary, elected by Board members from among themselves.
- 2. **Tenure.** The Officers shall hold office for one year.

ARTICLE V
AMENDMENT OF CERTIFICATE OF INCORPORATION AND BYLAWS

The Certificate of Incorporation may be amended and these Bylaws may be amended or may be repealed and new Bylaws adopted by:

1. An affirmative vote by two thirds of the Board of Directors at any regular or special Board meeting, provided that written notice of such meeting has set forth the proposed amendment or replacement, with appropriate explanations thereof; and
2. An affirmative vote by 51% of the members present at any regular or special membership meeting, a quorum being assembled provided that written notice of such meeting has set forth the proposed amendment or replacement, with appropriate explanations thereof.

ARTICLE VI
DISSOLUTION

A decision to dissolve SWAP and to distribute SWAP's assets in a particular manner in accordance with the Certificate of Incorporation SWAP shall require:

1. An affirmative vote by a majority of the Board of Directors at any regular or special Board meeting, provided that written notice of such meeting has included a full description of the plan of dissolution; and
2. An affirmative vote by two thirds of the members present at a regular or special membership meeting, a quorum being assembled, provided that written notice of such membership meeting, including a full description of the proposed plan of dissolution, has been given to all members of the SWAP no later than three weeks prior to the meeting.
3. In the event of dissolution of SWAP, all assets of SWAP remaining after payment of all debts and liabilities shall be distributed to the Lopez Solid Waste Disposal District (a "Junior Taxing District" of San Juan County) or to another Lopez charitable organization with exempt status within the meaning of section 501(c)(3) of the Internal Revenue Code.

**ARTICLE VII
MISCELLANEOUS PROVISIONS**

1. **Fiscal Year.** The fiscal year of SWAP shall begin on January 1 of each year, and shall end on December 31 of each year.
2. **Deposit of Funds.** All funds of SWAP not otherwise employed shall be deposited in such banks, trust companies, or other reliable depositories as the Board of Directors from time to time may determine.
3. **Checks, etc.** All checks, drafts, endorsements, notes and evidences of indebtedness of SWAP shall be signed by such officers or agents of SWAP and in such manner as the Board of Directors from time to time may determine. Endorsements for deposits to the credit of SWAP shall be made in such manner as the Board of Directors from time to time may determine.
4. **Loans.** No loans or advances shall be contracted on behalf of SWAP, and no note or other evidence of indebtedness shall be issued in its name, except as authorized by the Board of Directors. Any such authorization shall relate to specific transactions.
5. **Contracts.** Only officers or agents of SWAP specifically authorized by the Board of Directors, may, on behalf of SWAP, enter into those contracts or execute and deliver those instruments that are specifically authorized by the Board of Directors.
6. **Indemnification.** Any person (and their heirs, executors and administrators of such person) made or threatened to be made a party to any action, suit or proceeding by reason of the fact that he or she is or was a Director or Officer of SWAP shall be indemnified by SWAP against any and all liability and the reasonable expenses, including attorney's fees and disbursements, incurred by him or her (or his or her heirs, executors, or administrators) in connection with the defense or settlement of such action, suit, or proceeding, or in connection with any appearance therein, except in relation to matters as to which it shall be adjudged in such action, suit or proceeding that such Director or Officer is liable for negligence or gross misconduct in the performance of his or her duties.

