

# Solid Waste Management Plan

Approved by the Ridgeland Board of Aldermen on [month] [day], [year]

City of Ridgeland 100 West School Street Ridgeland, MS 39157





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## ACKNOWLEDGEMENTS City of Ridgeland Solid Waste Management Plan

The City of Ridgeland acknowledges the assistance and work put forth by a number of individuals and organizations listed below. This Solid Waste Management Plan was developed with their input and thorough efforts. The City of Ridgeland truly valued their assistance.

#### **CITY OF RIDGELAND STEERING COMMITTEE**

Gene F. McGee, Mayor D.I. Smith, Alderman At-Large Alan Hart, Public Works Director Mike McCollum, Former Public Works Director (retired) Ben Mays, Assistant Public Works Director Cynthia James, Public Works Solid Waste

#### CONTRIBUTERS THROUGH INPUT AND SURVEYS

Air Gas Clearwater Environmental Costco Highland Elementary Holmes Community College Kroger NuCor Steel Tech Weld Wal-Mart Wendover Homeowners Association

#### **TECHNICAL SUPPORT**

The City of Ridgeland's Community Development Team The City of Ridgeland's Public Works Department Team The Mississippi Department of Environmental Quality's Waste Division Team Waste Management<sup>®</sup> Blue Creek Consulting, LLC

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## EXECUTIVE SUMMARY City of Ridgeland Solid Waste Management Plan

[This Executive Summary will be written after the Public Hearing and any received public comments are reconciled]

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## List of Acronyms & Abbreviations

ACM	Asbestos-containing Materials
C&D	Construction and Demolition
COVID-19	Coronavirus Disease 2019
EJ	Environmental Justice
EPA	The United States Environmental Protection Agency
FEMA	Federal Emergency Management Administration
FHWA	Federal Highway Administration
FY	Fiscal Year
FYE	Fiscal Year Ending
HCC	Holmes Community College
HHW	Household Hazardous Waste
HHWD	Household Hazardous Waste Day
IC	Incident Commander
LCP	Light Commercial Pickups
MCEQ	Mississippi Commission on Environmental Quality
MDEQ	Mississippi Department of Environmental Quality
MS	Mississippi
MSW	Municipal Solid Waste
ΝΑΤΑ	National Air Transportation Association
NIMS	National Incident Management System
NPDES	National Pollutant Discharge Elimination System
O&G	Oil and Gas
OPD	Overflow Protection Device

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РСВ	Poly-chlorinated Biphenyl
PDA	Personal Digital Assistants
PM	Particulate Matter
PWD	Public Works Department
RCRA	Federal Resource Conservation and Recovery Act
RMP	Risk Management Plan
ROW	Right-of-way
RT	Response Team
SFRU	Single Family Residential units
SWM	Solid Waste Management
SWMP	Solid Waste Management Plan
TSDF	Transportation, Storage, and Disposal Facilities
USDA	The United States Department of Agriculture
USEPA	The United States Environmental Protection Agency
WM	Waste Management
WWTP	Wastewater Treatment Plant

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## Chapter 1.0

#### INTRODUCTION TO THE PLANNING JURISDICTION

In order to protect the public health, safety, and well-being of its citizens and to protect and enhance the quality of its environment, the Mississippi Legislature adopted the Nonhazardous Solid Waste Planning Act in 1991. The act is found in the Mississippi Code Annotated Section 17-17-201 et seq (Supp. 2002) and it requires that local governments prepare, adopt, and submit a local nonhazardous solid waste management plan to the Mississippi Commission on Environmental Quality (Commission). The City of Ridgeland, Mississippi (City) historically has been a part of the Madison County, Mississippi (Madison County) Solid Waste Management Plan (SWMP).

In 1994, Madison County developed their original SWMP executed under the Mississippi Environmental Quality Order No. 2747-94. The City passed a resolution on September 21, 1993 to cooperate with Madison County in the development of their SWMP in accordance with 17-17-227 Mississippi Code Annotated (1972) as amended. The original Madison County plan included input from the City of Ridgeland and this input was made a part of the plan itself. Madison County adopted a rewrite of the original plan on May 7, 2007 in accordance with 17-17-227 Mississippi Code Annotated (Supp.1999) as amended. This revision was made when rapid development was occurring in Madison County and specifically the Nissan North America manufacturing facility was being constructed at that time. The Nissan plant was located on 1,400 acres of land along Interstate-55 in Canton. To implement and support Madison County's planning effort then, the City of Ridgeland implemented several programs to meet the goal of 25% reduction of solid waste through recycling and reuse.

At the City's January 5, 2021 Board of Aldermen meeting, the members passed a resolution to withdraw from the Madison County nonhazardous waste SWMP and to develop its own local nonhazardous SWMP to enhance its current solid waste management program and to take control of the future in managing solid waste in the City. This SWMP will be used to project the City's solid waste needs for the next 20 years and present a plan for meeting those needs. The January 5, 2021 resolution is shown below as Figure 1-1. A full copy of this resolution is included in Appendix A.



#### RESOLUTION OF INTENT OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF RIDGELAND, MISSISSIPPI NOT TO BE INCLUDED IN THE MADISON COUNTY SOLID WASTE MANAGEMENT PLAN

WHEREAS, the Madison County Solid Waste Plan includes the solid waste generated within the City of Ridgeland, Mississippi boundaries and the area served by Ridgeland.; and WHEREAS, for more than twenty (20) years, the City of Ridgeland's solid waste has been transported to the Clearview Environmental Control Facility in Scott County, Mississippi; and WHEREAS, the City of Ridgeland does not desire any longer to be included in the local nonhazardous solid waste management plan; and

WHEREAS, by Resolving not to be included in the Madison County solid waste plan, the City of Ridgeland hereby states its intent to prepare a local nonhazardous solid waste management plan in accordance Miss. Code Ann. § 17-17-227 (Rev. 2012).

NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND BOARD OF ALDERMEN FOR THE CITY OF RIDGELAND, MISSISSIPPI, that, the City of Ridgeland does not desire any longer to be included in the local nonhazardous solid waste management plan; and

BE IT FURTHER RESOLVED, Ridgeland plans on developing and submitting for approval by the Mississippi Department of Environmental Quality ("MDEQ") its own local nonhazardous solid waste management plan under Miss. Code Ann. § 17-17-227; and

BE IT FURTHER RESOLVED, the Board of Aldermen hereby adopt this Resolution stating the City of Ridgeland's intent not to be included any longer in the County solid waste management plan;

This Resolution shall be provided to the Madison County Board of Supervisors and the Mississippi Commission on Environmental Quality ("MCEQ"). RESOLVED, ADOPTED AND APPROVED by the Mayor and Board of Aldermen of the City of Ridgeland, Madison County, Mississippi at its regular meeting held on the 5<sup>th</sup> day of January 2021

MOTION made to adopt the foregoing Resolution was made by Alderman D. I. SMITH and SECONDED by Alderman BILL LEE and the foregoing having first been reduced to writing, was submitted to a <u>Roll Call Vote</u>, the result was as follows:

Alderman Ken Heard (Ward 1) voted:	AYE
Alderman Chuck Gautier (Ward 2) voted:	AYE
Alderman Kevin Holder (Ward 3) voted:	AYE
Alderman Brian Ramsey (Ward 4) voted:	AYE
Alderman Bill Lee (Ward 5) voted:	AYE
Alderman Wesley Hamlin (Ward 6) voted:	AYE
Alderman D.I. Smith (At large) voted:	AYE

Whereupon, the Mayor declared the Resolution carried and the Resolution adopted.

SO RESOLVED, this the 5th day of January 2021.

CITY OF RIDGELAND, MISSISSIPPI

Figure 1-1: City of Ridgeland Resolution of Intent

The City of Ridgeland has many recycling components and programs that are not fully contemplated in the Madison County SWMP. In addition, the City recently annexed land west of the City that includes an existing subtitle D municipal solid waste landfill and a rubbish landfill that directly impact the quality of life for Ridgeland's citizens. The City believes that developing this comprehensive plan for its solid waste needs and programs is required to determine the needs of these facilities and any additional facilities in the future.

The City's planning process began with the Mayor and Board of Aldermen passing the above resolution to not be included in the Madison County SWMP. The City concurrently established a Steering Committee during their January 5<sup>th</sup> meeting. The City received approval from MDEQ to begin the development of this SWMP in mid-January and submitted a solid waste planning grant application on January 21, 2021. MDEQ provided preliminary approval for a solid waste planning grant for the completion of this SWMP. The City's Community Development and Public Works Departments' personnel are primarily responsible for the preparation of this SWMP.



#### 1.1 Organizational and Planning Structure

The Mayor and Board of Aldermen (Board) are the governing body of the City. The Mayor and one Alderman at Large are elected from all voters within the City limits for a four-year term. One Alderman is elected from each of six voting wards in the City to serve a four-year term. A map of the current wards is shown below in Figure 1-2.



Figure 1-2: City of Ridgeland Current Voting Wards

The Mayor and Board meet for two work sessions and two regular meetings each month, typically on the first and third Mondays and Tuesdays, respectively. The Mayor is the Chief Executive Officer of the City and runs day-to-day operations. The Mayor and Board of Aldermen appoint the City Attorney and various Department Heads that include the: Police Chief, Fire Chief, Public Works Director, Community Development Director, Recreation and Parks Director, and the Finance & Administration Director. A high-level organizational chart for the City is provided below as Figure 1-3.





Figure 1-3: City of Ridgeland Organizational Chart

The Public Works Director manages the solid waste management systems for the City, including solid waste collection, disposal, and recycling services. The Community Development Director manages all planning for the City.

The current Mayor and Aldermen for the City are shown in the Table 1-1 below:

Position	Name
Mayor	Gene F. McGee
Alderman at Large	D.I. Smith
Alderman Ward 1	Ken Heard
Alderman Ward 2	Chuck Gautier
Alderman Ward 3	Kevin Holder
Alderman Ward 4	Brian P. Ramsey
Alderman Ward 5	Bill Lee
Alderman Ward 6	Wesley Hamlin

 Table 1-1: Current City of Ridgeland Officials



To support the SWMP development, the Mayor and Board appointed a SWMP Steering Committee made up of City Officials at its January 5<sup>th</sup>, 2021 meeting. The meeting minutes for this regularly scheduled meeting, including discussion on this action, can be found in Appendix B. The Steering Committee's role is to provide oversight in the development of the City's SWMP, provide input to the SWMP, and oversee proposed changes in the City's solid waste management system. The Steering Committee will also oversee public involvement and outreach efforts. The Steering Committee will ultimately recommend the adoption of the SWMP to the City's Board. The Steering Committee membership is shown below in Table 1-2.

City of Ridgeland SWMP Steering Committee					
Member Name	Organization	Title	Phone Number	E-Mail	
Gene McGee	City of Ridgeland	Mayor	(601) 856-7113	lisa.walters@ ridegelandms.org	
D.I. Smith	City of Ridgeland	Alderman at Large	(601) 856-7113	di.smith@ ridgelandms.org	
Alan Hart	City of Ridgeland	Public Works Director	(601) 856-7113	alan.hart@ ridgelandms.org	
Mike McCollum	City of Ridgeland	Former PWD Director (retired)	(601) 856-7113	Not Applicable	
Ben Mays	City of Ridgeland	Assistant Public Works Director	(601) 856-7113	ben.mays @ridgelandms.org	
Cynthia James	City of Ridgeland	Public Works Solid Waste	(601) 856-7113	cynthia.james@ ridgelandms.org	
Scott Phillips	Blue Creek Consulting, LLC	City of Ridgeland Consultant	(205) 258-9766	scott@ consultbluecreek.com	

 Table 1-2:
 City of Ridgeland SWMP Development Steering Committee

Concurrently, at the Board meeting on January 5<sup>th</sup>, 2021, the City retained Blue Creek Consulting, LLC to assist the City in developing this SWMP. This action can be found in the meeting minutes of the January 5, 2021 Board meeting provided in Appendix B.

The City also involved local stakeholders in the development of this SWMP. These stakeholders include local businesses, neighborhoods, multi-family housing units, schools, solid waste management facilities, and solid waste haulers. These local stakeholders were involved early through calls and surveys to obtain their input. This input was used for the development of this SWMP.



#### **1.2 Planning Area Description**

The City of Ridgeland is in Central Mississippi located in Madison County as shown in Figure 1-4. The City is between the City of Madison to the north and the City of Jackson to the south. It is a suburban community adjacent to the Ross Barnett Reservoir.

According to the U.S. Census Bureau's most recently available data, in 2020, the City had a total land area of 21.4 square miles. The City's recent annexation of land in March 2021 added 4.9 square miles for a current land area of 26.3 square miles.



Figure 1-4: City of Ridgeland Location

The recently annexed land is to the west of the City center and is now included in the City limits, the total land area, and population described above. The annexed area is also a part of this SWMP. The City also includes the land to the northeast of the City center in its planning area. The City limits and this northeast land comprise the City's total planning area for the purposes of this SWMP and is shown in Figure 1-5 below.



City Limits

Figure 1-5: City of Ridgeland Planning Area for the SWMP Development



#### 1.3 Planning Area Demographics

Based on the U.S. Census Bureau's "2020 American Community Survey 5-Year Estimates", made

available in 2021, there were 24,340 people living in the City. The racial makeup of the City, based on this demographic data, was 52.7% White, 39.6% Black, 0.0% Native American, 3.2% Asian, 0.0% Pacific Islander or other race, and 1.0% from two or more races. 5.2% were Hispanic or Latino of any race. Figure 1-6 presents this data.

The 2020 Census data had just become available to the City at the

completion of the draft SWMP. The



**Figure 1-6:** City of Ridgeland Racial/Ethnicity Breakdown. 2020 U.S. Decennial Census, April 1, 2021, U.S. Census Bureau

demographics have not changed significantly but will be updated in a future version of the SWMP before the five year update.

Based on the U.S. Census Bureau's "2019 American Community Survey 5-Year Estimates", made

available in December 2020, there were 10,63 households in the City, out of which 28.8% had children under the age of 18 living with them, 40.7% were married couples living together, 10.4% had a female householder with no husband present, and 45.8% were non-families. 38.6% of all households were made up of individuals. and 6.5% had someone living alone who was 65



years of age or older. Age categories for the City are provided in Figure 1-7. The average household size was 2.28 and the average family size was 3.26.

Figure 1-7: City of Ridgeland Age Categories. U.S. Census Bureau, 2019

Once the newly annexed land was included in March 2021, the City population increased to 24,614 people living in the City limits.



#### **1.3 Population Projections**

Historical Population

Pop.

158

164

217

233

526

875

1659

5461

11714

20173

24047

24340

% +

3.8

32.3

7.4

125.8

66.3

89.6

229.2

114.5

72.2

19.2

1.2

Census

1910

1920

1930

1940

1950

1960

1970

1980

1990

2000

2010

2020

Historically, the City of Ridgeland population has grown significantly. From 1910 through 2020, the City's population increased as shown in Figure 1-8. Decade after decade, the City grew. The

City's rate of growth increased starting in 1920, and significantly increased its growth rate after World War II. While its growth rate declined in the 1950s, the positive rate of growth increased again in the 1980s. The City experienced its most significant growth rate in the 1970s and 1980s. Since the late 1980s, the City has continued to grow, but its rate of growth has substantially decreased to levels



annually. The 2020 Decennial Census conducted by the U.S. Census Bureau indicated only a 1.2% increase since the 2010 census count.

The City of Ridgeland's population changed significantly from the 2000 Census to the

Figure 1-8: City of Ridgeland Historical Population and Population Growth Rates

2010 census from 19,897 to 24,047 respectively, representing a 20.86 percent increase over that period. However, the growth rate from the 2010 census to the 2020 census was only 1.2%.

Using past growth, recent economic performance, and the City's recent annexation, the City's Community Development department prepared a projection of population growth through 2040 in five-year increments as shown in Table 1-3 below.



## **Projected Population Size and Growth Rates**

City of Ridgeland Community Development Department

	City of Ridgeland Projections/Averages					
Year	Average New Residential Units		Est. Annual Increase	Estimated Population	Percentage Growth	Annual Percentage Growth
2019	53	2.25		24,449		
2025	100	2.25	225	25,799	5.5%	0.9%
2030	100	2.25	225	26,924	4.4%	0.9%
2035	100	2.25	225	28,049	4.2%	0.8%
2040	100	2.25	225	29,174	4.0%	0.8%
Total Growth			4,725	<u>19.3%</u>	<u>0.9%</u>	

Table 1-3: City of Ridgeland Projected Population and Population Growth Rates

These projections are less than the growth over the 2000 to 2010 period since the recent decade has seen growth rates below 2% and overstated from the annual percentage growth between 2010 and 2020. Therefore, the projected population growth to 29,174 people by 2040 is considered realistic.

#### **1.4 Local Laws and Authority**

This SWMP document is intended to comply with the Code of Mississippi (Section 17-17 and Section 21) and all local regulatory authorities for planning, handling, and disposing of all types of nonhazardous solid waste. The following laws, ordinances, and policies were adopted and implemented to execute the County SWM and apply to this SWMP. Appendix C contains the laws, codes, and regulations cited in this plan. The following list is provided for reference.

- Title 17 of Mississippi Code Annotated-Solid Wastes Disposal
  - Mississippi Code Annotated, section 17-17-5 (specifically to provide for rubbish waste disposal). (Find in Appendix C)
  - Nonhazardous Solid Waste Planning Act of 1991: § 17-17-201, et seq. § 17-17-227-Local and Regional Plans. (Find in Appendix C)
  - Disposal of Waste Tires and Lead Acid Batteries; Right-Way-to-Throw-Away Program: §17-17-401, et seq. (Find in Appendix C)
  - § 17-17-409. Powers and duties of county, management authority or municipality. (Find in Appendix C)
- Title 21 of Mississippi Code Annotated-Municipalities
  - > Chapter 19, Health Safety and Welfare § 21-19-1. Role of Governing Authorities.



- Municipal Ordinances
  - > 2008 Ridgeland Area Master Plan (<u>www.ridgelandms.org</u>)
  - > 2009 Comprehensive Plan (<u>www.ridgelandms.org</u>)
  - > 2009 Future Land Use and Transportation Map (<u>www.ridgelandms.org</u>)
  - > 2014 Zoning Ordinance and Map as Amended (<u>www.ridgelandms.org</u>)
  - 8500171 "Ordinance by the Mayor and Board of Aldermen of the City of Ridgeland, Mississippi, Prohibiting the Collection or Existence of Unsightly, Dangerous or Abandoned Household or Yard and Garden Appliances, Furniture, Fixtures or Equipment in Residentially Zoned Areas" (See Appendix C)
  - 9000131 An Ordinance Prohibiting the Throwing or Depositing of Litter in Public Places in the City of Ridgeland: Controlling the Depositing of Litter on Private Premises: Providing a Line for City Clearance: and Prescribing Penalties for the Violation of its Provisions (see Appendix C)
  - Environmental Policy Adopted by the Mayor and Board of Aldermen (See Appendix C)
  - City of Ridgeland Junk Car Ordinance (See <u>https://www.ridgelandms.org/wp-content/uploads/2010/09/junkcars.pdf</u>)
  - Property Maintenance Code of the City of Ridgeland (See <u>https://www.ridgelandms.org/wp-content/uploads/2010-PMC-of-CoR.pdf</u>)
  - 2015 International Private Sewage Disposal Code. (<u>https://codes.iccsafe.org/content/IPSDC2015</u>)
  - An Ordinance Regulating the Cleaning of Grease Interceptors and the Transportation and Disposal of Grease Interceptors Waste in the City of Ridgeland, Madison County, Mississippi (See Appendix C).

#### 1.5 Public Involvement and Outreach

During the development of this SWMP, the COVID-19 pandemic significantly affected the ability to congregate safely to obtain group face-to-face input. For this reason, the City prepared a preplan public engagement and input plan for using social media and the City website to reach the public and obtain their input. Several social media posts were made to inform the community of the City's intent to develop this SWMP and solicit their input. Based on input received during the planning phase, the City's Steering Committee adopted the following goals to ensure that the City's solid waste management needs are met.



#### GOAL 1

Establish a dynamic planning process and SWMP that meets statutory and regulatory requirements, that fosters public involvement, and that ensures that the City's solid waste management needs will be met now and into the future.

#### GOAL 2

*Identify and offer mechanisms to ensure that adequate solid waste collection services are accessible throughout the City.* 

#### GOAL 3

Identify and provide for the availability of facilities to ensure that adequate options for solid waste disposal are offered to City residents, businesses, and industries.

#### GOAL 4

Identify, implement, and/or maintain programs for ensuring that solid wastes are managed in accordance with Federal and State laws and regulations in a manner that protects public health, safety, and the environment.

#### GOAL 5

*Provide and sustain a Citywide program that will achieve or exceed the State's mandatory recycling rate.* 

#### **GOAL** 6

*Provide safe recycling and disposal options for special wastes that may pose harm to the environment and/or to public health and safety.* 

#### GOAL 7

*Develop an effective Implementation Plan that sets forth how the objectives of the SWMP will be met.* 

#### **1.6 Environmental Justice Issues**

The United States Environmental Protection Agency (USEPA) defines "environmental justice" as the fair treatment and meaningful involvement of all people regardless of race, color, national origin, or income with respect to the development, implementation, and enforcement of environmental laws, regulations, and policies. The City of Ridgeland applies these principles in providing a high quality of life for its citizens and visitors. While the City does not have any



existing environmental justice issues, the City recognizes that there are potential future environmental justice concerns that may occur. The City will address these potential future environmental justice issues using the principles established by USEPA and MDEQ.

As a part of this SWMP, the City used USEPA's Environmental Justice Screening and Mapping Tool (Version 2020) to identify local conditions and areas where future solid waste management conditions and issues may be affected. We will refer to this tool as the USEPA EJ Tool in this SWMP. The Environmental Indicators associated with the USEPA EJ Tool for the City are shown in Figure 1-9 below for the different categories as compared to the State, Region, and Nation. Figure 1-10 presents the Environmental Justice Indexes for the City of Ridgeland as compared to the State, Region, and Nation. The USEPA EJ Tool also provided demographic indicators compared to the State, Region, and Nation which is provided as Figure 1-11. These graphics illustrate that the City have some areas where solid waste system actions and activities that may be impacted in the future.



Figure 1-9: USEPA EJ Tool Environmental Indicators for City of Ridgeland Area







EJ Indexes for the Selected Area Compared to All People's Block Groups in the State/Region/US





Demographic Indicators for the Selected Area Compared to All People's Block Groups in the State/Region/US

Figure 1-11: USEPA EJ Tool Demographic Indicators

These graphics indicate the City's position currently and will need to be considered for future solid waste system plans, facilities, and actions. The USEPA EJ Tool generated report is included in Appendix D.



Within the City's recently annexed area, there are two existing MDEQ-permitted solid waste management facilities. One facility is a subtitle D Municipal Solid Waste (MSW) landfill permitted through MDEQ permit number SW04501A0238 as the Little Dixie Landfill and operated by BFI Waste Systems of Mississippi. The Little Dixie Landfill is located at latitude 32.408778 and longitude -90.243250.

The other facility is a commercial class I rubbish disposal facility. This facility is permitted through MDEQ permit number SW0450020526 as the Madison South Rubbish Landfill and is operated by Madison South Rubbish Landfill, Inc. The Madison South Rubbish Landfill is located at latitude 32.435000 and longitude -90.241111.

These two facilities will be evaluated in the future to ensure they are not currently disproportionately impacting the surrounding communities and that any future operations will not result in environmental justice issues or concerns.

The City will use available resources in the future to maintain environmental justice across the City in areas such as:

- leverage Brownfields grants and other investments in the City to assess and revitalize underutilized sites in Ridgeland;
- promote energy and climate resiliency in the City through its solid waste system;
- promote healthy homes to address hazards such as lead paint, mold, allergens and asthma triggers;
- address litter and promote increased recycling throughout the City;
- develop and support youth education and outreach programs;
- expand capacity of citizen scientists to monitor local waterways; and
- promote smart growth principles.



## Chapter 2.0

### SOLID WASTE CHARACTERIZATION AND QUANTIFICATION

The City conducted a comprehensive characterization and quantification of the solid wastes that are currently being generated within the planning area and are currently being transported into the City's planning area for management and disposal. This chapter presents the City's characterization and quantification information on the solid wastes generated in the planning area including:

- An understanding of the solid wastes currently being transported into and managed at facilities within the planning area from sources outside the City's planning area. This understanding includes their sources, composition, and quantities transported into the planning area;
- An understanding of the solid waste stream and its sources and composition;
- The overall total waste generation quantities for the solid waste stream generated in the City's planning area;
- The per capita waste generation rate for the City's planning area using the total solid wastes generated within the City's planning area only; and
- The overall total waste quantities of solid waste expected to be brought into the City's planning area for management and disposal.

#### 2.1 Solid Waste Management Facilities within the City's Planning Area

With the City's recent annexation of properties to the west, there are two solid waste management facilities within the City's planning area. These two facilities are comprised of one municipal solid waste landfill permitted as Little Dixie Landfill (Little Dixie) and one Class I Rubbish Disposal Landfill permitted with the MDEQ as the Madison South Rubbish Disposal Landfill (Madison South). Annual reports filed with the MDEQ for each of the disposal facilities in the City's planning area and managing the City of Ridgeland's solid waste were reviewed for preparing this SWMP.



The location of these two facilities is provided in Figure 2-1 below and more facility details are provided in Chapter 3.



**Figure 2-1:** Location Map for Little Dixie MSW Landfill & Madison South Rubbish Landfill in the City of Ridgeland's Planning Area

#### Little Dixie MSW Landfill

The Little Dixie MSW Landfill is located on North County Line Road in the City of Ridgeland. In 2019, according to MDEQ's 2019 Status Report on Solid Waste Management Facilities and Activities, Little Dixie received 190,649 tons of municipal solid waste at the facility. A survey was conducted with the operator of the Little Dixie facility to obtain additional details on wastes managed at the facility. The survey document is included in Appendix \_\_, Survey Documents. The results of the survey indicated that 41,544 tons of the wastes that were received at Little Dixie were from Madison County in 2019. Of this total, 20,203 tons came from unincorporated areas of Madison County and 21,341 tons came from the cities of Ridgeland, Madison, Canton, and Flora. Little Dixie does not have waste quantities available for each city, so we made the following assumptions to determine city amounts:

To establish a per capita waste amount, we determined the population for each of the four cities. According to 2019 estimated U.S. Census Bureau numbers, these four cities have a combined population of 63,721 people. The breakdown of populations for the cities is shown in Table 2-1.



City		2019 Population Estimate
City of Ridgeland		24,104
City of Madison		1,862
City of Canton		12,094
City of Flora		25,661
	TOTALS	63,721

Table 2-1: 2019 Estimated Populations for Ridgeland, Madison, Canton, and Flora

Using the waste quantity identified by Little Dixie for the cities of 21,341 tons, we divided it by the population of 63,721 people to get a per capita value of 0.34 tons/person. The total population of Madison, Canton, and Flora is 39,617. Applying the 0.34 tons/person factor would produce a total of 13,470 tons coming from the cities of Madison, Canton, and Flora. This would leave a remaining 7,871 tons (21,341 tons – 13,470 tons) coming from the City's planning area.

The 13,470 tons from Madison, Canton, and Flora added to the 20,203 tons of waste coming from unincorporated parts of Madison County produces a total for Madison County (including the three cities) wastes of 33,673 tons from outside of the City, being disposed at the Little Dixie MSW Landfill in 2019.



Reviewing MDEQ's 2019 Status Report on Solid Waste Management Facilities and Activities reveals that Little Dixie also receives wastes from other surrounding counties and a small amount of waste from out of state. Figure 2-2 illustrates the quantities of waste coming into the City's planning area in 2019.



Figure 2-2: Little Dixie Wastes coming from outside the City's Planning Area

The total amount of wastes entering the City's planning area from areas outside the City for disposal at Little Dixie is shown in Table 2-2 below.



Little Dixie MSW Landfi	II 20	19 Wastes
Total Waste Received in 2019 LESS		190,649 tons
City of Ridgeland Wastes	-	7,871 tons
Waste from Outside Ridgeland Disposed at Little Dixie MSW Landfill		182,778 tons

**Table 2-2:** Calculation of Wastes Transported from Outside the City of Ridgeland

 into Little Dixie MSW Landfill in the City's Planning Area

Little Dixie does not currently track the waste composition coming into the facility in any detail; however, we can assume that it is of similar content as waste collection curbside in the City.

#### Madison South Rubbish Landfill

The Madison South facility is located on North County Line Road in the City of Ridgeland. The location of the Madison South class I Rubbish landfill facility is shown in Figure 2-3 below.



**Figure 2-3:** Location of Madison South Rubbish Landfill. MDEQ's 2019 *Status Report on Solid Waste Management Facilities and Activities* 

According to MDEQ's 2019 Status Report on Solid Waste Management Facilities and Activities, Madison South received 40,342 tons of rubbish wastes in calendar year 2019. In 2019, rubbish from within the City of Ridgeland taken to the Madison South facility was 37 tons and the City's public works department also transported 4,134 tons of large debris from the City to Madison



South. The total amount of rubbish wastes entering the City's planning area from areas outside the City for disposal at Madison South Rubbish Landfill is shown in Table 2-3 below.

Madison South Rubbish La	andfill	2019 V	Vastes
Total Rubbish Waste Received in 2019 LESS		40,379	tons
City of Ridgeland Rubbish Wastes		37	tons
City of Ridgeland Large Debris		4,134	tons
Rubbish Waste from Outside Ridgeland Disposed at Madison South Rubbish Landfill		36,208	tons

**Table 2-3:** Calculation of Rubbish Wastes Transported from Outside the City of

 Ridgeland into Madison South Rubbish Landfill in the City's Planning Area

Mt. Helms Road rubbish site is also located nearby the City's planning area as indicated in Figure 2-3. Although the City does not currently use this facility, it would be available if needed.

#### 2.2 Solid Waste Management Facilities outside the City's Planning Area

There are two MDEQ-permitted MSW landfill facilities and one MDEQ-permitted Class I rubbish landfill outside the City's planning area, but near the City. These facilities are the Canton Sanitary Landfill, the Clearview Environmental Control Facility (Clearview), and the Canton Rubbish Landfill, respectively. These facilities, combined with the Little Dixie facility, are



Figure 2-4: Municipal Solid Waste Management Facilities Outside the City of Ridgeland Planning Area and Little Dixie Facility Inside the City's Planning Area

2-6



available to the City for its MSW disposal and the Canton Rubbish Landfill are described in more detail in Chapter 3. The locations of the three facilities are shown in Figure 2-4.

The City currently uses the Clearview landfill in Scott County for its MSW disposal. During 2019, the City sent 6,949 tons of residential MSW and 1,114 tons of rubbish waste to the Clearview Environmental Control Facility in Scott County.

#### 2.3 City's Planning Area Solid Waste Stream

The solid wastes generated in the City's planning area are comprised of wastes from various sources. To best understand the sources of this waste, the City has categorized the solid wastes generated by groups shown in Table 2-4.

WASTE GENERATION AND RECYCLE CATEGORIES
Residential Curbside
Non-Residential Curbside
Multi-Family Housing
Commercial Accounts
Public Schools
Universities and Other Institutions
Nursing Home and Assisted-Living Facilities
Large Debris Yard Waste (City Pickup)
Residential/Light Commercial Recycling Curbside and Drop-Off Points
Household Hazardous Waste
City Asphalt Waste Program Generation and Recycling/Reuse

 Table 2-4:
 City of Ridgeland Waste Generation & Recycle Categories

Information on the waste stream quantities and composition was gathered through City documents, surveys, interviews, reports filed with MDEQ, and national/regional standards. The collected data was cross-checked to confirm its accuracy and consistency. Follow-up interviews were conducted either in-person or by phone when information was unclear, incomplete, or in possible conflict with other gathered data. In this section, we will focus on cumulative data and more specific details about each individual waste stream will be provided in Chapter 3 on Primary Solid Waste Components.

#### 2.4 Municipal Solid Waste Composition

Extensive information about quantities and the composition of the City's waste was gathered from surveys and operational sources. Also, to understand the characterization of the waste stream more specifically, the following additional sources were used to determine composition: USEPA's publication Municipal Solid Waste in the United States: 2018 Facts and Figures and the 2008 Solid Waste Management Plan for Madison County.

And finally, to accurately recognize the City's residential MSW composition, the City prepared a Residential Waste Characterization Field Study on February 23, 2021 based on MDEQ's



November 2012 Local Solid Waste Management Planning – Guidance to Local Governments for Preparing a Comprehensive Local Solid Waste Management Plan for conducting a municipal solid waste characterization study. The City's plan was submitted to MDEQ for approval and MDEQ provided approval. Once approved, the City scheduled the field study and implemented the MDEQ-approved field activities on April 7<sup>th</sup>, 2021. The full Characterization Field Study document and Field Study Report provided in Appendix F.

Four Waste Management, Inc. (Waste Management) collection trucks were sampled statistically to obtain the load percentage for each truck for the component categories listed in Appendix C of MDEQ's November 2012 Local Solid Waste Management Planning – Guidance to Local Governments for Preparing a Comprehensive Local Solid Waste Management Plan.

Component Categories	Truck 1 (% of load)	Truck 2 (% of load)	Truck 3 (% of load)	Truck 4 (% of load)	Average Percentage
Cardboard/ Corrugated	20	0	15	20	13.75
Newsprint	1	1	1	2	1.25
Other Paper	8	5	1	2	4.00
Plastic	8	2	8	8	6.50
Textiles	0	0	0	0	0.00
Metals (ferrous, Aluminum, etc.)	10	3	8	10	7.75
Glass	8	2	3	5	4.50
Wood/ Yard Waste	13	52	27	30	30.50
Food Waste	32	35	37	23	31.75
Other Organics(rubber,leather, etc.)	0	0	0	0	0.00
Other	0	0	0	0	0.00
CHECK TOTAL	100	100	100	100	100

The results of the field sampling of the four Waste Management trucks and the average percentages for the component categories are provided in Table 2-5 below.

**Table 2-5:** Ridgeland Waste Characterization Component Percentages

Based on the City's Field Study, the following composition breakdown was derived from the field sampling results. Figure 2-5 provides a pie chart of the City's residential MSW composition.





Figure 2-5: City of Ridgeland MSW Composition from April 7, 2021 Waste Characterization Field Study

The City compared its Field Study results with USEPA's 2018 "*National Overview: Facts and Figures on Materials, Wastes and Recycling*" and Madison County's 2008 "*Solid Waste Management Plan*" to provide a comparative understanding. These comparisons are provided in Table 2-6 and Figure 2-6 below.


Component Categories	EPA National 2018 Overview (%)	Madison County 2008 SWMP (%)	City of Ridgeland 2021 Field Study (%)			
Paper and Paperboard	23.05	38	19			
Plastic	12.2	11	6.5			
Textiles	5.83	7	0			
Metals (ferrous, Aluminum, etc.)	8.76	7.5	7.75			
Glass	4.19	7.5	4.5			
Wood/ Yard Waste	18.3	15	30.5			
Food Waste	21.59	12	31.75			
Other Organics(rubber,leather, ect)	3.13	0	0			
Misc. Inorganic Wastes	1.39	0	0			
Other	1.56	2	0			
CHECK TOTALS	100	100	100			
NOTE: * Included in Cardboard/Corrugated Percentage						

1 - 2018, United States Environmental Protection Agency, National Overview: Facts and Figures on Materials, Wastes and Recycling, https://www.epa.gov/facts-and-figures-about-materials-waste-and-recycling/national-overview-facts-and-figures-

 $materials \#: \sim: text = In\%202018\%2C\%20 about\%20146.1\%20 million, less\%20 than\%2010\%20 percent\%20 each.$ 

 Table 2-6:
 Tabular Comparison of MSW Composition between City, USEPA's 2018 Overview, and

 Madison County's 2008 SWMP



**Figure 2-6:** Bar Chart Comparison for City of Ridgeland MSW Composition from April 7, 2021 Waste Characterization Field Study and USEPA's 2018 National Overview, and Madison County's 2008 SWMP

City of Ridgeland SWMP as approved by Board of Aldermen on [month] [day], [year]



The comparison of the City's composition breakdown appears to match the solid waste generating activities that are within the City's planning area.

# 2.5 Overall Total Waste Generation Quantities

For the purpose of calculating the overall waste generation quantities for the City of Ridgeland, we followed the guidelines provided by the USEPA publication "Municipal Solid Waste in the United States: 2018 Facts and Figures" and the 2008 "Solid Waste Management Plan for Madison County". Trash or garbage consisting of everyday items such as product packaging, grass clippings, furniture, clothing, bottles, food scraps, newspapers, appliances, and batteries are included in the calculations. Material that also may be disposed of in landfills, but not generally considered MSW, such as municipal wastewater treatment sludge was not included.

Landfill operators, City records, and surveys of commercial businesses, apartments, assistedliving facilities, nursing homes, schools, colleges, and neighborhoods provided the quantities used in the calculations. The quantities in this SWMP reflect primarily individual household and commercial wastes. However, since collection services are provided for the City and a small number of businesses as part of the residential collection program, a small portion of the total is curbside commercial waste. A substantial portion of the waste stream comes from commercial businesses that provide their own collection and disposal of solid waste. These businesses generate significant volumes of solid waste in proportion to the whole and is an area where the City will focus efforts to include them in a robust recycling or reuse program.

**Residential Curbside Solid Waste –** According to a survey sent to Clearview Environmental - where all curbside solid waste is disposed - a total of 7,427 tons of residential MSW was delivered from the City of Ridgeland in 2019. The waste included 6,318 Single Family Residential Units (SFRU) and 145 Light Commercial Pickups (LCP) based on numbers from the City's billing system (see Appendix G). For the purposes of this calculation, we treated the LCP as a residential pick up since it restricts containers to two per week in accordance with the City's contract with Waste Management which can be found in Appendix H.

To calculate the residential curbside MSW, we took the total SFRU and LCP and add them together: 6,318 SFRU + 145 LCP= 6,463 to determine the total pickup locations of 6,463. To obtain tons per location, we divide the total waste delivered to the landfill by the total locations to obtain the tons per location 7,427 tons  $\div 6,463$  locations = 1.1 tons per location annually. To obtain tons for the Residential Curbside Solid Waste we multiply the tons per location factor by the SFRU: 6,318 SRFU locations X 1.1 tons/location = 6,949 tons.

**Non-Residential Curbside Solid Waste –** To obtain the non-residential curbside solid waste, we used the same 1.1 tons per location we derived in the previous section and multiply X 145 LCP locations = <u>160 tons</u>.



**Multi-Family Solid Waste -** Based on information provided by the City of Ridgeland document titled "City of Ridgeland Apartment Communities (number of Units and Occupancy)", we determined that there are 4,578 multi-family residential units in the City of Ridgeland. We use the same 1.1 ton per location from the previous section multiplied X the 4,578 residential units which equals 5,036 tons of Multi-Family solid waste in 2019. The document "City of Ridgeland Apartment Communities (number of Units and Occupancy)" are been found in Appendix I.

**Commercial Solid Waste -** The City of Ridgeland has a total of 1,280 businesses according to the number of privilege licenses issued. For purposes of surveying this group, the City interviewed 10 percent, or 128 businesses, to determine the Commercial solid waste volumes. The 128 businesses produced 2,253 tons of solid waste; therefore, we can calculate that each business on average produced 17.6 tons (2,253  $\div$  128 = 17.6) or 1,280 businesse X 17.6 tons = 22,530 tons of Commercial Solid Waste in 2019.

**Residential/Light Commercial Recycling (Curbside and Drop-Off Points)** – In the City, Waste Management co-mingles the residential and light commercial recycling materials. The City has 6,318 residential and 22 commercial recycling accounts according to billing records obtained from the City. The City also conducted representative surveys with Waste Management personnel and determined that there were <u>869 tons</u> of recyclables brought to the Waste Management facility in Memphis, Tennessee for processing.

**Public School Solid Waste -** The City conducted surveys of all the Public Schools in Ridgeland with limited response. However, Highland Elementary did provide enough information to determine that they produced 140 tons of solid waste in 2019, with a population served of 656. We were also able to determine the population served for Ann Smith Elementary School, Ridgeland High School, and Old Town Middle School. With Highland Elementary generating 0.214 tons per person, we extrapolated the other schools based on population served to come up with a total of <u>664 tons</u>. The details for how we developed this group can be found in Appendix J.

**University Solid Waste -** Holmes Community College (HCC) is the only higher-education institution in the City of Ridgeland's planning area. The City conducted an interview/survey with the HCC head of maintenance and determined that they have three, eight-yard containers that are dumped two times per week. The City assumed a 70% average dumpster content throughout the year. Using the national average of 175 pounds per yard, we determined that their total quantity of solid waste is approximately <u>153 tons</u> for calendar year 2019. In our discussion with the University's head of maintenance, he indicated they primarily have paper as the main characteristic of what is processed at the landfill.

**Nursing Homes and Assisted Living Facilities -** We conducted a phone survey of the nine facilities in Ridgeland and obtained three responses, for a 33% response rate. The facilities that responded generated 0.77 tons per housing unit. We extrapolated amounts for the facilities that did not respond. Using the tons/unit for the total units of all nine facilities, we arrived at a total of <u>1,028 tons</u> for 2019. The details of the surveys and the extrapolation exercise can be found in Appendix J.



**Household Hazardous Waste –** Ridgeland, the City of Madison, and Madison County partner annually to conduct a household hazardous waste event. We determined based on invoices from Care Environmental, Data Solutions, and estimated tire volumes - that 25 tons of Household Hazardous Waste was collected in 2020. We have assumed the amount was consistent for 2019. Since Ridgeland and Madison are similar in population according to the latest U.S. Census Bureau information, we multiplied the total by 50% to obtain <u>12.5 tons</u> of household hazardous waste generated in the City's planning area.

**Large Debris Yard Waste (City Pickup)** - The City provides this service using its own forces in addition to the service that Waste Management provides. We obtained billing records from Madison South Rubbish Landfill (where the City sends all large debris) and determined that <u>4,134 tons</u> of yard waste was disposed at the Madison South facility.

**Commercial Recycling** - The City surveyed 128 of the 1,280 (10% sample) commercial businesses in Ridgeland and found that almost none of them have a formal recycling or reuse program. The exception is some of the larger "big box" businesses. We specifically surveyed Costco, Kroger, and Wal Mart and those three businesses alone generated <u>1,212 tons</u> of recyclables in 2019, comprised mainly of cardboard and plastics. We expect that this number is significantly low, and that the City needs a more comprehensive study to determine the actual quantity of commercial recycled materials. This will assist the City in establishing a program to redirect more recyclable materials from the landfills.

**City's Asphalt Recycling Program** – The City uses asphalt contractors to mill asphalt prior to overlaying a surface course on City streets and roads. The City recycles 100 percent of this asphalt milling, sending it back to the asphalt plant for recycling and then reusing it as aggregate. The City also has a separate asphalt recycling program that reuses and recycles asphalt milled and excavated from road, water, sanitary sewer, and storm drain repairs. These millings are stored in the City's dry storage bin and used as aggregate in the recycling process for future street projects replacing the gravel and conserving normally purchased gravel. In 2019, the City generated and recycled <u>26,144 tons</u> of milled asphalt.



Based on the methods described above, the estimated quantity, in annual tons, of solid wastes generated in the City of Ridgeland in 2019 by source category is shown in Table 2-7 below.

Source Category	Estimated Annual Tons	Percent
Commercial Solid Waste	22,530.0	32.7%
Residential Curbside Solid Waste	6,949.0	10.1%
Multi-Family Solid Waste	5,036.0	7.3%
Yard Waste (City Pickup)	4,134.0	6.0%
Commercial Recycling	1,212.0	1.8%
Nursing Homes and Assisted Living Facilities Solid Waste	1,028.0	1.5%
Residential/ Light Commercial Recycling Curbside and Drop Off Points	869.0	1.3%
Public School Solid Waste	664.0	1.0%
Non Residential Curbside Solid Waste	160.0	0.2%
University Solid Waste	153.0	0.2%
Nursing Homes and Assisted Living Facilities Recycling	73.0	0.1%
Household Hazardous Waste Recycling	12.5	0.0%
City's Asphalt Recycling Program	26,144.0	37.9%
Total Wastes Generated	68,964.5	100.0%

**Table 2-7:** City of Ridgeland Waste Generation Categories and Quantities

As described above, many components of the waste generated annually are recycled in the City's planning area. These amounts are removed from the overall wastes generated above to arrive at the total overall annual waste generated in the City's planning area. The recycled wastes are shown below in Table 2-8.

Source Category	Estimated Annual Quantity (in tons)	Percent of Total Wastes Recycled
Commercial Recycling	1,212.0	4.3%
Residential/ Light Commercial Recycling Curbside and Drop Off Points	869.0	3.1%
Nursing Homes and Assisted Living Facilities Recycling	73.0	0.3%
Household Hazardous Waste Recycling	12.5	0.04%
City's Asphalt Recycling Program	26,144.0	92.3%
Total Waste Recycled	28,310.5	100.0%

 Table 2-8:
 City of Ridgeland Recycled Waste Generation Categories and Quantities

Once the recycled wastes are removed from the total wastes generated, the City generated a total of <u>40,654 tons</u> of total overall wastes in 2019 across its planning area.

## 2.6 Per Capita Waste Generation

As the preceding chapter shows, the solid wastes generated in the City was summed and estimated to be 40,654 tons. This resulted from removing the overall recycled waste in Table 2-



8 of 28,342.5 annual tons from the overall total wastes generated shown in Table 2-7 of 68,996.5 annual tons. To calculate the pounds of solid wastes generated per person per day we used the total waste generation of 40,654 tons and divided it by Ridgeland's 2019 population estimate of 24,449 people resulting in <u>9.1 pounds of solid waste per day per person</u>.

For the purpose of calculating the per capita waste generation for the City of Ridgeland, we also followed the guidelines provided by the USEPA publication "Municipal Solid Waste in the United States: 2018 Facts and Figures" and referenced the document "Solid Waste Management Plan for Madison County (2008)".

# 2.7 Solid Waste Projections Generation

As explained in Chapter 1, by the year 2040 the City of Ridgeland is expected to grow to a population of 29,174 people. The City's Community Development department projected population growth based on new average housing units in the future which provided population projections for 2025, 2030, 2035, and 2040. The population projections for those years are shown in Table 2-9 below.

Year	Population
2019	24,449
2025	25,779
2030	26,924
2035	28,049
2040	29,174

**Table 2-9:** City of RidgelandPopulation Projections through 2040.

In developing the solid waste generation projections, the City has assumed that the per capita municipal waste generation will be held constant and that the City's commercial and industrial waste will likely vary, but not change significantly through the addition of new development. Additionally, as a conservative approach, the impact of further waste reduction through recycling and other methods was not factored into the waste generation quantities projected. The waste reduction efforts will be further quantified in the future by using the waste generation rates in this SWMP as a benchmark.

Projections of solid waste that will be generated in the City's planning area over the next 20 years are summarized in Table 2-10 below. The per capita solid waste generation rate of 9.1 pounds per day per person was applied to the populations for the 20-year planning period.



# **Projected Population Size and Total Waste Generation** City of Ridgeland

	City of	Ridgeland I				
Year	Averaç Residen	ge New tial Units	Est. Annual Increase	Estimated Population	pounds/ person/ day	annual tons of waste generated
2019	53	2.25		24,449	9.1	40,654
2025	100	2.25	225	25,799	9.1	42,899
2030	100	2.25	225	26,924	9.1	44,769
2035	100	2.25	225	28,049	9.1	46,640
2040	100	2.25	225	29,174	9.1	48,511
Total C	Growth	Populatio	on Growth	4,725	Waste Growth	7,857

**Table 2-10:** Projections of Solid Waste Generated in the City of Ridgeland through 2040.



# Chapter 3.0

# PRIMARY SOLID WASTE PROGRAM COMPONENTS

The purpose of the City's solid waste management program is to ensure solid waste is managed in such a way that protects both public health and the environment. The City works hard through our solid waste program to support the citizens, businesses, and institutions in our City to better manage the solid wastes they generate. Through the cooperative efforts of citizens, businesses, industry, and government, we continue to increase material reuse and recycling from all solid waste sources. Reducing the quantity of solid wastes generated remains the City's primary goal.

The City currently has a robust solid waste program for its citizens and stakeholders. Still, the City periodically evaluates its components for further improvement where possible. This chapter describes the City's existing municipal solid waste management system to provide a comprehensive understanding of the current solid waste management system and services within the City. This chapter of the SWMP provides an examination and evaluation of the current solid waste management systems and services. It also assesses the need for additional activities, services, programs, or facilities to provide for the solid waste needs of the City's planning area. The following sections describe and evaluate the primary solid waste components of the City's system.

# 3.1 Residential Garbage Management Programs

The City provides curbside solid waste pickup in the City Limits and a small area in the Pearl River Valley Water Supply District two times per week on Wednesday and Saturday. The recently annexed western area will also receive the same services soon at the same fees as the current residential customers. Future annexed areas in the planning area will also be provided the same services at the same fees in place at the time of the annexation.

The City contracted with Waste Management of Mississippi (Waste Management) on June 16, 2020 by entering into an agreement for residential solid waste collection and disposal. The executed agreement is provided in Appendix \_\_\_. Waste Management is required to provide service to each occupied residential unit in the City. A residential unit is considered occupied when water service, either public or private, is being supplied to the residential unit. Each residential unit of an apartment or condominium dwelling consisting of four or less living units, whether single or multi-level construction are treated as a residential unit.

Following the guidelines set forth in Mississippi Code Annotated Section 17-17-5, the City contracted with Waste Management on June 16, 2020 and will continue under the agreement through 2026. The agreement does provide that the term of the agreement may be extended



for up to four one-year terms upon mutual consideration between the parties expressed in writing before the termination of the then current agreement.

Therefore, the City of Ridgeland is in full compliance with Mississippi Code Annotated, section 17-17-5 that includes provisions for solid waste and rubbish disposal. The City, in section 2 of its contract with Waste Management, used the exact language that is contemplated in the Statue as follows: The term of this Agreement shall begin October 1, 2020, ("Commencement Date") and continue through September 30, 2026 (6 years) provided however that the term of this Agreement may be extended for up to four one-year terms upon the mutual agreement of the parties expressed in writing before the termination of the then current agreement. It is understood by all parties that after the initial six-year term, the one-year extensions do not require the City to advertise for these services so long as mutually agreed before the expiration of the initial term.

One of the key selection criteria in the City's request for proposals for solid waste residential pickup and disposal was the use of alternative energy in the operation of garbage trucks, which was key to Waste Management's successful proposal since they use natural gas vehicles.

Residents are required to provide their own containers that will not exceed 60 pounds loaded and must have adequate handles for lifting. All their waste must be placed in containers of bagged waste no greater than 35 gallons in capacity. Containers or bags cannot weigh more than the 60-pound limit. All residents are instructed to place their garbage out by 7:00 a.m. on pickup day and to place the containers within five feet of the curb in front of the residential unit being serviced.

The City provides pickup service throughout the full year, but observes the holidays of New Year's Day, Thanksgiving Day, and Christmas Day. If residents' collection day falls on one of those holidays, their waste collection will occur on their next scheduled pickup day. Waste Management will publicize changes in the collection schedule due to the above holidays.

The City's fee for residential curbside service is \$13.75 per residence per month and is included as a separate line item on the resident's monthly water bill.

The City determined at the time of the agreement with Waste Management that the initial residential customer count was 6,701 residential units that were eligible for curbside pickup. Figure 3-1 below illustrates the current residential garbage pickup area.





**Figure 3-1:** City of Ridgeland Current Residential Area for Garbage Pickup, Yard Debris, and Recycle Materials Pickup

The City's agreement with Waste Management is for collection of residential solid waste at curbside and disposal at the Waste Management Clearview Environmental Control Facility (Clearview) landfill in Scott County, Mississippi. Waste Management utilizes their Transfer Station off Interstate-220 in Jackson, Mississippi to then haul the City's waste to the Clearview landfill.

The Clearview landfill is permitted by MDEQ under permit number SW06201A0417, which was issued on November 28, 1989 according to the MDEQ Active Facility Listing – April 2018 – March 2019 as shown in Figure 3-2 below.

	County	Latitude	Longitude	Facility	Owner/Operator	Permit #	Acres	Contact Person	Phone #	Mailing Address	City	Zio
	Adams	31.357611	-91.395444	Plantation Oaks Landfill	Waste Mgt. of MS, Inc.	SW00101B0412	80	Andy Yates, Manager	601 445-8459	35 Shieldsboro Road	Sibley	39165
	Chickasaw	33.958528	-88.992056	Prairie Bluff Landfill	Waste Mgt. of MS, Inc.	SW00901B0302	236	Charles Gardner, Manager	662 456-9560	P.O. Box 573	Houston	38851
	Clay	33.528278	-88.672389	Golden Triangle Reg. Landfill	Golden Triangle Reg. SWMA	SW0130010432	30	Jimmy Sloan, Manager	662 324-7566	P.O. Box 1619	Starkville	39760
	Harrison	30.427000	-89 266889	Pecan Grove Landfill	Waste Mgt. of MS, Inc.	SW02401A0400	176	Sam Williams, Manager	228 255-5553	9685 Firetower Road	Pass Christian	39571
	<ul> <li>Jackson</li> </ul>	30.506917	-88.535833	MacLand Landfill	MacLand Disposal Center Inc.	SW0300180409	70.0	Bill Cooksey, Manager	228 475-9750	P.O. Box 2025	Escatawpa	39552
	Jefferson	31.649139	-91.147222	Riverbend Env. Services Landfill	Riverbend Env. Services LLC	SW0320040549	162	Bill Hay, Manager	601 786-0217	P.O. Box 99	Fayette	39069
1	Pontotoc	34.285528	-89.059028	Three Rivers Regional Landfill	3 Rivers Reg. SWMA/Waste Conn. Inc.	SW0580010427	207	Jeff Stanford, Manager	662 489-2415	P.O. Box 690	Pontotoc	38863
1	Contt	22 225261	.90 372279	Classing Env Control Essility	Chambore of MS Inc.	SM06201A0417	20	lim Johnston Managar	900 922,2027	2052 Muding Dood	Laka	20002
1	Jour	JE 200001	*03.312210	Clearview Eriv. Curiuur Faulity	crianibers of mo, inc.	31100201A0417	20	Jili Julibiul, Malayei	000 032-2337	2200 MUUIIIIe riudu	LONG	23035
1	Lipseb	31.943698	-88 923750	NELAS Recipcal Landell	NE WS Boy SWIMMUncto Conn Inn	SM0200010433	.82	David Grooon Manzons	667 223 5445	7911 County Board 300	Walautino	38683
1;	Pearl River	30.707333	-89.601694	Central Landfill	TransAmerican Waste Inc.	SW0550010469	80	Sam Williams, Manager	601 795-2500	8800 Highway 11 North	McNeil	39457
1	Perry	31.405639	-89.093806	Pine Belt Regional Landfill	Pine Belt Reg. SWMA/Santek Env.	SW0560010436	49	James A. Harrison, Manager	601 \$45-6676	P.O. Box 389	Petal	39465
1	Pontotoc	34,285528	-89.059028	Three Rivers Regional Landfill	3 Rivers Reg. SWMAWaste Conn. Inc.	SW0580010427	207	Jeff Stanford, Manager	662 489-2415	P.O. Box 690	Pontotoc	38863
1	Scott	32 235361	-89.372278	Clearview Env. Control Facility	Chambers of MS, Inc.	SW06201A0417	20	Jim Johnston, Manager	800 832-2937	2253 Mudline Road	Lake	39092
1	Tippah	34.947694	-88.937750	NE MS Regional Landfill	NE MS Reg. SWMAWaste Conn., Inc.	SW0700010433	82	David Greene, Manager	662 223-5445	2941 County Road 302	Walnut	38683
1	Tunica	34.787667	-90.248306	Tunica Landfill	Waste Mgt. of Tunica Landfill, Inc.	SW0720010459	147	Carl Simmons, Manager	662 363-2282	6035 Bowdre Road	Robinsonville	38664
1	Washington	33.406306	-90.960639	Big River Landfill	BFI Waste Sys of MS, LLC	SW0760180386	183	Shane Haselhoff, Manager	662 332-7927	52 Landfill Road	Leland	38756
19	Winston	33.168333	-89.054166	City of Louisville Landfill	City of Louisville	SW0800180397	39	Robert Eaves, Manager	662 773-9201	P.O. Box 510	Louisville	39339

Municipal :	Solid	Waste	Landfills
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Facility accepts only non-residential MSW

Figure 3-2: MDEQ Active Facility Listing for MSW Landfills with Clearview Environmental Control Center Zoomed 3-3



According to MDEQ's Annual Status Report on Solid Waste Management Facilities and Activities for Calendar Year 2019, the Clearview facility has a permitted area of 145 acres and received a total of 504,666 tons of wastes in 2019 with 182 tons coming from Alabama. The Clearview facility receives waste in varying quantities from 44 of Mississippi's 82 counties, including Madison County and the City.

The landfill was permitted for 23,865,090 cubic yards of airspace and in the 2019 status report reported an estimated remaining airspace of 13,206,210 cubic yards, indicating that the landfill has 55% of its capacity remaining. The 2019 document reports a remaining life at Clearview of 24 years at its current operating capacity. This is beyond the City's 20-year planning horizon for this SWMP.

A summary of the Clearview facility's operational information and waste sources obtained from their 2019 annual report to MDEQ are provided in Figure 3-3 below.





Figure 3-3: Clearview Environmental Control Facility Operational Information and Waste Sources

3-5



The City has two additional options for disposal of residential garbage in proximity to the City's planning area. These other options include Little Dixie, previously mentioned in Chapter 2, and

the Canton Sanitary Landfill. The location of these two facilities in relation to the City's planning area is shown in Figure 3-4.

The Canton Sanitary Landfill (Canton Landfill) is permitted by MDEQ under permit number SW04501B0378, which was issued on December 9, 1986 according to the MDEQ Active Facility Listing – April 2018 – March 2019.

According to MDEQ's Annual Status Report on Solid Waste Management Facilities and Activities for Calendar Year 2019, the Canton Landfill has a permitted area of 49 acres and received a total of 37,357 tons of wastes in 2019 with no wastes coming from out of state. The Canton Landfill receives



Figure 3-4: Location of Canton Sanitary Landfill, Little Dixie Landfill, & WM's Transfer Station

waste in varying quantities from five counties, including Madison County and four adjacent counties.

The landfill was permitted for 8,664,820 cubic yards of airspace and in MDEQ's 2019 status report reported an estimated remaining airspace of 181,324 cubic yards indicating that the landfill has 2% of its capacity remaining. The 2019 report presented a remaining life at Canton Landfill of three years at its current operating capacity. This would indicate that without a planned expansion that the City should not rely on the Canton Landfill to meet its solid waste disposal needs for the next 20-years.

A summary of the Canton Landfill facility's operational information and waste sources obtained from their 2019 annual report to MDEQ are provided in Figure 3-5 below.





Figure 3-5: Canton Sanitary Landfill Operational Information and Waste Sources



The Little Dixie Landfill is within the City's planning area and was discussed earlier in Chapter 2. The landfill is permitted by MDEQ under permit number SW04501A0238, which was issued on August 1, 1974 according to the MDEQ Active Facility Listing – April 2018 – March 2019 and MDEQ's Annual Status Report on Solid Waste Management Facilities and Activities for Calendar Year 2019. The Little Dixie landfill has a permitted area of 165 acres and received a total of 190,649 tons of wastes in 2019 with 243 tons coming from outside Mississippi sources. The Little Dixie facility receives waste in varying quantities from 39 of Mississippi's 82 counties, including Madison County.

The landfill was permitted for 25,930,000 cubic yards of airspace and in the 2019 status report reported an estimated remaining airspace of 4,710,081 cubic yards, indicating that the landfill has over 18% of its capacity remaining. The 2019 report presented a remaining life at Little Dixie of 19 years at its current operating capacity. This does offer the City another option for disposal of wastes in the City's SWMP 20-year planning horizon.

A summary of the Little Dixie facility's operational information and waste sources obtained from their 2019 annual report to MDEQ are provided in Figure 3-6 below.





Figure 3-6: Little Dixie Landfill Operational Information and Waste Sources



The City also provides rubbish services and mandated recycling services to its residents and businesses. These components of the City's solid waste management program are described in section 3.2, Rubbish Management Systems and Programs, and 3.7, Recycling and Waste Reduction, respectively.

## 3.2 Rubbish Management Systems and Programs

The City has robust collection and disposal systems for the planning area. This section describes the rubbish waste system and specifically addresses yard waste management as a subset of rubbish. The City defines rubbish using MDEQ's general definition for class I and class II rubbish disposal facilities, except for those wastes treated as special wastes. The City's definition for rubbish includes the following wastes:

- construction and demolition debris
- brick, mortar, concrete, stone, and asphalt
- cardboard
- natural vegetation
- furniture
- plastic, glass, crockery, and metal (except steel containers)
- sawdust, wood shavings, and wood chips

These materials will be addressed in this section as construction and demolition (C&D) debris and yard waste.

The City's contract with Waste Management includes pickup and disposal of the City's rubbish

waste for residential, commercial, and light industrial accounts. The City of Ridgeland is in full compliance with Mississippi Code Annotated, section 17-17-5 that includes provisions for solid waste and rubbish disposal as explained in section 3.1, Residential Garbage Management Programs.

There are two Class I rubbish landfills located in Madison County, with one within the City limits. These landfill locations are shown in Figure 3-7. They are the City of Canton Class I Rubbish Site and the



Figure 3-7: Class I Rubbish Landfills Near the City of Ridgeland



Madison South Rubbish Landfill. With the City's recent annexation, Madison South is now in the City limits and the City's planning area. The Canton Rubbish Landfill is outside the City's planning area.

The Madison South Rubbish Landfill is owned and operated by DDB Construction Co., Inc. and is located at 2950 North County Line Road, Ridgeland, MS 39157, with a latitude of 32.435000 and a longitude of -90.241111. The landfill is permitted under MDEQ permit number SW0450020526 for 40 acres of disposal area. As of 2019, the estimated remaining landfill area was 36 acres, which provides an estimated life remaining of 84 years. In 2019, Madison South reported total waste received of 40,374 tons/year.

The Canton Rubbish Site is owned and operated by the City of Canton and is located at 303 Soldiers Colony Road, Canton, MS 39046, with a latitude of 32.597000 and a longitude of - 90.066472. The landfill is under MDEQ permit number R1-014 for 37 acres of disposal area. As of 2019, the estimated remaining landfill area was nine acres, which provides for an estimated life remaining of 13 years. In 2019, the Canton Rubbish Site reported total waste received of 17,139 tons/year.

The MSW landfills described above in section 3.1 also accept rubbish generated by the City. The City believes that the current MSW landfills and rubbish facilities provide sufficient capacity for rubbish disposal in the City's planning area over the City's 20-year planning horizon for this SWMP.

Construction and Demolition Debris

The City defines Construction and Demolition debris (C&D) as solid waste that is generated during the construction, renovation, and demolition of structures in the City. Structures include buildings of all types – both residential and non-residential – as well as roads and bridges. C&D waste material components include concrete, asphalt, wood, metals, gypsum wallboard, roofing, and other building components.

C&D debris can be broken down into two primary categories - one is solid waste acceptable for disposal at a MDEQ-permitted Class I or II rubbish solid waste management facilities. The other C&D category is debris that requires special handling and disposal in a MDEQ-permitted MSW landfill. MDEQ and the City consider this category of C&D a special waste and it is discussed in Section 3.5, Special Wastes under the subsection Construction and Demolition Debris (Special Waste) Management.

The City does not have accurate data on the quantities of C&D debris generated in the City's planning area. Currently, the City's local ordinances and building codes do not specifically address the generation and management of C&D wastes. Some ordinances and the City's Environmental Management Policy address how the City approaches some aspects of disposal, but not specifically C&D disposal.

C&D debris consists of various materials, which if properly sorted and processed, that to a large extent can be reused or recycled. In the past C&D debris has been viewed as innocuous waste



which does not require stringent regulation, it has been disposed at rubbish facilities or used as a beneficial fill material. However, this view is changing since C&D waste from modern construction projects may pose additional health hazards, harbor rodents, or be considered an aesthetic nuisance.

C&D debris in the City is often generated at specific locations, either by private contractors or municipal public work projects. One minor exception to this is the small amounts of C&D waste generated by homeowners through home improvement projects. C&D waste of this nature is usually disposed of together with household garbage or delivered to a rubbish landfill by the homeowner. The City's residential garbage contract does not provide for the pickup of C&D, nor does its Large Debris Pickup service. However, quantity and composition information for the materials generated is seldom captured and difficult for the City to obtain under the current program. Before the next update of this SWMP, the City will investigate the generation of C&D debris in the planning area and attempt to quantify these materials.

Generally, it is estimated that 30 to 70 percent of C&D waste can be recycled. However, it is important to note that the quantities recycled will largely depend upon the actual composition of the C&D debris waste stream being managed.

This is relevant to the City because it takes every opportunity to recycle and reuse C&D where practicable, especially where the City can receive a tangible financial return. Section 3.7 expands on the City's current reuse and recycle activities associated with C&D debris waste streams. Section 3.7 further describes the City's intent to investigate ways to increase its ability to reuse and recycle C&D debris materials.

As discussed above, most C&D debris is currently disposed of at MSW or rubbish landfills. The City will explore ways to better quantify C&D debris in the planning area and methods to reduce the generation of these wastes or increase the recycle and reuse of C&D debris when it can be practicably achieved. More details on the recycling of these materials are provided in Section 3.7, Recycling and Waste Reduction.

The City believes current rubbish disposal facilities and MSW and rubbish landfills described above provide sufficient capacity for C&D or rubbish disposal for the City's waste stream for the near future. However, due to transportation distances and other logistical considerations, there may be a need for an additional C&D or rubbish disposal facility to meet the City's needs. The City will explore this need further before the next update of this SWMP.

## Yard Waste

The City has a strong yard waste program through providing deliberate yard waste pickup and disposal services to residential and light commercial customers. The City's solid waste contract with Waste Management requires pick up of yard waste one time each month for all residential and light commercial customers. Waste Management comingles this waste with other solid waste. They then transport it to its transfer station on I220 and then to the Scott County Landfill. Customers must bag or bundle all yard waste not to exceed 60 pounds or in bundles for limbs that do not exceed five feet in length.



The City has not historically tracked the yard waste generation quantities closely. For this SWMP, the residential and light commercial yard waste program total generated quantities were derived from obtaining the small amount of these yard wastes that were taken to the Madison South landfill and through factoring a portion of the total wastes Waste Management hauled to the Clearview MSW landfill as yard waste.

From billing records with Madison South Rubbish Landfill, the City hauled 246 cubic yards to their facility in 2019. The City used a conversion factor of 300 lbs./ton for mixed yard waste using guidance from USEPA's Office of Resource Conservation and Recovery's April 2016 Guidance Memo Volume-to-Weight Conversion Factors.

In 2019, the City generated 7,427 tons of waste from the City's residential solid waste pickup that were hauled to the Clearview MSW landfill, that also included yard wastes. According to the USEPA's 2018 National Overview: Facts and Figures on Materials, Wastes and Recycling reported at <a href="https://www.epa.gov/facts-and-figures-about-materials-waste-and-recycling/national-overview-facts-and-figures-about-materials-waste-and-recycling/national-overview-facts-and-figures-about-materials-waste-and-recycling/national-overview-facts-and-figures-about-materials-waste-and-recycling/national-overview-facts-and-figures-about-materials-waste-and-recycling/national-overview-facts-and-figures-about-materials-waste-and-recycling/national-overview-facts-and-figures-about-materials-waste-and-recycling/national-overview-facts-and-figures-about-materials-waste-and-recycling/national-overview-facts-and-figures-about-materials-waste-and-recycling/national-overview-facts-and-figures-about-materials-waste-and-recycling/national-overview-facts-and-figures-about-materials-waste-and-recycling/national-overview-facts-and-figures-about-materials-waste-and-recycling/national-overview-facts-and-figures-about-materials-waste-and-recycling/national-overview-facts-and-figures-about-materials-waste-and-recycling/national-overview-facts-and-figures-about-materials-waste-and-recycling/national-overview-facts-and-figures-about-materials-waste-and-recycling/national-overview-facts-and-figures-about-materials-waste-and-recycling/national-overview-facts-and-figures-about-materials-about-

materials#:~:text=The%20generation%20rate%20was%204.9,additional%20wasted%20food%20 management%20pathways, the national average of yard trimmings is 12.11% and wood is 6.19%. These two waste categories is what comprises the City's yard waste and therefore, the City used 15% as the ratio of yard waste to the MSW total to capture all the yard trimmings and half of the wood amounts. The City's calculations for the total yard waste in the residential and light commercial pickup is shown in Figure 3-8 below.

> Madison South =  $\frac{246 \text{ yards } X300 \text{ lbs./yard}}{2000 \text{ lbs./ton}} = 37 \text{ tons}$ Clearview MSW = 7,427 tons X15% = 1,114 tons 2019 Total Yard Waste = 37 tons + 1,114 = 1,141 tons

Figure 3-8: Total Yard Waste Calculation

The approach to measuring and recording the yard waste generation quantities needs to be evaluated in the future to determine if another approach can be developed to provide a more accurate depiction of yard waste generation in the City's planning area. The City will investigate this before the next update of this SWMP.



The City also provides a large yard debris pickup once per month in accordance with the route schedule shown in Figure 3-9. This route schedule is provided on the City's website so customers know when their area will receive pickup. The City operates a knuckle boom truck that picks up the large yard waste. The cost of this service is paid from the City's Street Department budget. Residents are restricted to yard waste only and this pickup does not include C&D or any other type of waste. Once the crew picks up the large yard waste it is



Figure 3-9: City of Ridgeland Large Yard Debris Route Schedule

transported to the Madison South Rubbish Landfill for disposal. Based on billing records, the City picked up 4,134 tons of large yard debris that was disposed at the Madison South landfill.

Keep Ridgeland Beautiful also has a program to encourage composting to reduce the amount of

yard waste going into the landfill. They have used social media and local billboards to provide the Ridgeland community information on the correct way to accomplish this. This grassroot group has assisted the City in increasing awareness on reducing yard wastes and put into practice tangible projects to achieve these reductions.

The City believes the program it has for collecting and managing its yard waste is appropriate at this RIDGELATO CO.

KEEP AMERICA BEAUTIFUL AFFILIATE



Keep America Beautiful 2020 Innovation Award Winner Ridgeland Wildflower Field

time and has no plans to change the way it manages its yard waste in the future. However, the City will evaluate the processes for more accurately recording yard waste quantities and explore recycling opportunities to reuse or recycle yard wastes. Additional discussions on reuse and recycling are provided in Section 3.7 of this SWMP.



# 3.3 Municipal Wastewater Sludge/Biosolids and Other Municipal Sludges

The City of Ridgeland has no municipal wastewater sludge or biosolids managed in the planning area. The City's sewerage system collects domestic and commercial wastewater and conveys it south to the City of Jackson's Savanna Street Wastewater Treatment Plant (WWTP) for treatment. Associated sludge and biosolids from this treatment are managed and disposed by the City of Jackson.

Savanna Street WWTP is located south of the Jackson City Center off Interstate-55 South and operates under MDEQ National Pollutant Discharge Elimination System (NPDES) permit number MS0024295. Savanna Street WWTP's location relative to the City is shown in Figure 3-10.

The City obtains its drinking water from groundwater wells requiring no chemical treatment. Consequently, the City has no drinking water treatment sludges.

Septic tank and grease trap wastes that are generated in the City are discussed in Section 3.5, Special Waste Management Programs



Figure 3-10: Savanna Street WWTP Location

under the subsection titled Residential and Commercial Bulk Liquid Wastes.

# 3.4 Commercial Business and Nonhazardous Industrial Solid Wastes

Based on the number of business privilege licenses issued by the City, Ridgeland has a total of 1,280 businesses in the City. These businesses are all considered light commercial by the City since there are no industrial manufacturing facilities located in the City. Therefore, the City does not have to manage non-hazardous industrial wastes from manufacturing factories in the City.

Under the City's contract with Waste Management, light commercial pickup is provided twice each week for a fixed monthly fee of \$19.50. Waste Management picks up the light commercial waste curbside and transports this waste to its transfer station on I-220 then on to the Clearview Landfill in Scott County.

The City also provides light commercial curbside recycling one time per week and provides drop-off points. According to the City's billing records, there are 6,318 residential and 22 commercial recycling accounts. However, Waste Management currently commingles the residential and light commercial recycling, making understanding the composition and quantity of solely light commercial recycling impossible at this time. The City also conducted a survey with Waste Management and determined that there were 869 tons of total recyclables in 2019 brought to their facility in Memphis, Tennessee for processing.



The 22 light commercial accounts have their recyclables picked up by Waste Management and transported to their I-220 Jackson transfer station and ultimately transported to the Waste Management recycling facility in Memphis, Tennessee.

The City had no waste quantity and composition information for commercial businesses and decided to conduct surveys to determine this information. For the purposes of this survey, the City decided to survey 10 percent or 128 businesses to obtain a statistically significant sample size. The City wanted to determine the information needed to identify commercial solid waste quantities, composition, and disposal methods.

From the surveys, the 128 businesses produced 2,253 tons of solid waste and therefore each business on average produced 17.6 tons in 2019. Figure 3-11 illustrates the number and locations of businesses in the City and the number surveyed and their locations.



Figure 3-11: City of Ridgeland Business Locations and Business Locations Surveyed for SWMP

Using the survey results from the 128 businesses, the City calculated that the entire population of 1,280 businesses X 17.6 tons/business generated 22,530 tons of solid waste in 2019. The survey respondents could only provide general descriptions of their waste composition and could not provide breakdown percentages of the different components of their waste. They also provided general and vague information on their disposal methods. The survey results can be found in Appendix \_\_.



In the City's survey of the 128 (10%) commercial businesses, the City learned that almost none of them have a recycling or reuse program, except for some of the larger ones. Once learning this, the City surveyed Costco, Kroger, and Walmart to determine their recycling approach and learned that just those three businesses generated 1,212 tons of recyclables in 2019, mainly comprised of cardboard and plastics. We expect that this number is low and needs a more comprehensive study to account for all recyclables produced.

The City recognizes a weakness exists in its existing solid waste management plan for understanding, tracking, and effectively managing the non-hazardous waste generated by commercial businesses in the City. The City also acknowledges that the current light commercial recycling rates provide an opportunity to produce significantly more reductions in wastes that may be currently going to a landfill for disposal. The City will work to better understand this component of its solid waste management program and prepare processes and systems to manage this area more effectively before the next update of this SWMP.

## 3.5 Special Waste Management Programs

The City's special waste management programs include special C&D management, residential and commercial bulk liquid wastes, waste tire management, household hazardous wastes, white goods, agricultural chemical containers, household medical sharps, and other special wastes. Each of these special waste programs are described in the subsections below.

Construction and Demolition Debris (Special Waste) Management

Some C&D debris requires special handling and disposal. While these C&D debris wastes are also generated from construction, renovation, or demolition activities involving buildings, roads, bridges and other structures they require special handling. They are subject to different regulations and requirements in the way they are handled, transported, and disposed. The waste materials include debris that may contain asbestos-containing materials (ACM), lead-based paint materials, engineered or treated wood products, poly-chlorinated biphenyl (PCB) containing materials such as light ballasts, and mercury containing switches and fixtures. This special C&D debris requires special handling and disposal in a MDEQ-permitted MSW landfill.

This special C&D debris requiring special handling or disposal predominantly is managed by private companies (Waste Management, Republic Services and Waste Pro) and taken to one of the three MDEQ-permitted MSW landfills that service the area (Little Dixie, City of Canton, and Clearview).

Currently, the City's local ordinances and building codes do not specifically address the generation and management of these special C&D wastes. Some ordinances and the City's Environmental Management Policy address how the City approaches some aspects of disposal, but not specifically the disposal of special C&D materials.

Although there is some capacity for current and future C&D "Special Waste" debris for the City's planning area, there is a need for a coordinated review of City ordinances so that the management of these wastes can be better addressed. The City's goal would be to ensure continued proper management of these wastes as the City grows. Also, applicants for building



permits can be required to have arrangements for proper disposal of all debris, including special wastes before a building permit is issued. The City will explore the need for additional ordinances to address C&D "Special Waste" debris before the next update of this SWMP.

Residential and Commercial Bulk Liquid Wastes

Septic tank and grease trap wastes are the primary two types of residential and commercial bulk liquid wastes Septic tank and grease trap wastes are generated in the City by local government, businesses, and private residents. These wastes are managed in the City's planning area by private businesses.

The City has adopted the 2015 International Plumbing Code and the Private Sewer Disposal Code as its standard for regulating bulk liquid waste in the City. These two documents can be found in Appendix C – Relevant Laws, Ordinances, and Standards. The City only inspects septic tanks on a complaint basis and septic tanks are largely regulated by the Madison County Health Department.

The City does have a comprehensive inspection program for grease traps and their maintenance. This inspection program is implemented by the City's Community Development Department.

Company Name	Address	Phone	Company Response
Dier's Sanitation	4527 Henderson Road, Jackson, MS, 39272	(601) 371-1269	Dier's collects an estimated 2,000 gallons/month of residential septic tank wastes from the City's planning area. Septic tank wastes that are collected by Dier's Sanitation are disposed at the City of Jackson's Savanna Street wastewater treatment plant.
Hales Tank Service, LLC	29 Sylwood Place, Jackson MS 39209	(601) 366-4742	Hales collects an estimated 20,000 gallons/month of residential septic tank waste from the City's planning area. Septic tank wastes collected by Hales are disposed of at the City of Jackson's Savanna Street wastewater treatment plant.
Hillard Septic Tank & Grease Trap Service	1050 Greenfield Circle, Brandon, MS 39042	(601) 939-6666	Hillard's collects an estimated 48,000 gallons/month of residential septic tank waste from the City's planning area. Septic tank wastes that are collected are disposed of at the City of Jackson's Savanna Street wastewater treatment plant. Hillard also collects 200,000 gallons of grease trap waste each month. Grease trap waste are disposed of at the Clearview Environmental Control Facility landfill in Lake, MS.

The City conducted surveys by distributing questionnaires to septic tank/grease trap service companies working in the City's planning area. Three responses were received. These responses are shown below in Table 3-1:

 Table 3-1: Bulk Waste Haulers for Septic Tank and O&G Wastes Generated in City

 3-18



The survey responses of these three service companies indicated that they collect and dispose of approximately 70,000 gallons/month of septic tank wastes and 200,000 gallons/month of grease trap waste from the City's planning area.

The City primarily relies on commercial liquid waste haulers to dispose of bulk liquid waste, including grease trap waste. According to the surveys received from haulers, septic tank wastes are hauled to and treated at the City of Jackson Savanna Street WWTP and the grease trap waste is disposed at the Clearview landfill in Lake, Mississippi. The locations of these two facilities relative to one another are shown in Figure 3-12 below.



**Figure 3-12:** Location of Disposal Facilities for City Generated Septic Tank and Oil & Grease Wastes

Unless current USEPA or MDEQ regulations change or the City of Jackson Savanna Street WWTP cannot receive wastes in the future, the City believes that there are no additional alternative programs or facilities needed to continue to manage bulk liquids, such as septic tank wastes and oil and grease wastes in the City's planning area.

## Waste Tire Management

The City does not have a formal waste tire management system as part of the City's solid waste management programs. The City relies on local tire retailers, re-treaders, transportation companies, and other waste tire generators to manage waste tires in the City's planning area. The City uses the MDEQ Guide to Handling and Disposal of Waste Tires to assist staff in understanding how to communicate requirements to City citizens and uses its program for illegal dumping should waste tires be dumped in the City.

However, the City's recycling Household Hazardous Waste Day event does provide an opportunity for those with waste tires, that are not managed through local waste tire generators, to dispose of them. During the 2020 Household Hazardous Waste Day event, it was estimated that 600 waste tires were taken to the tire recycling location in Canton, Mississippi. The Household Hazardous Waste Day Event is described in more detail in the next subsection.



## Household Hazardous Wastes

Household Hazardous Waste (HHW) consist of items from the home that may contain hazardous characteristics such as residential pesticides and insecticides, paints and solvents, used oil and other automotive fluids, automotive batteries and other household batteries, or general cleaners and other household chemicals.

Improper disposal methods of HHW include pouring them down the drain on the ground, into storm sewers, into ditches and streams or in some cases putting them out with the regular trash. Such improper disposal of HHW can pollute the environment and pose a threat to human health. The USEPA estimates that Americans generate 1.6 million tons of HHW per year and the average household can accumulate as much as 100 pounds of HHW in the basement and garage and in storage closets. The USEPA reports that many communities in the United States offer a variety of solutions for conveniently and safely managing HHW. The City has several programs in place to address the collection and processing of HHW.

The program to reduce, reuse and recycle apply equally to HHW as they do to other components of the waste stream. Some of them that are available to manage HHW include permanent collection or exchange sites, a special HHW collection day and local business exchange sites. Permanent collection or exchange involve a facility that collects HHW year-round. Some of these facilities have exchange areas for unused or leftover paints, solvents, pesticides, cleaning and automotive products, and other materials. By taking advantage of these facilities, materials can be used by someone else, rather than being thrown away. The City does not have a permanent collection or exchange facility in the City's planning area.

The City receives inquiries daily from customers wanting to know how to dispose of their household hazardous waste items. The City refers these customers to Jackson Environmental Service Center located at 1570 University Boulevard. The Service Center is an old fire station on the corner on Highway 80 and Terry Road in Jackson, Mississippi. The Service Center takes a limited amount of waste from residents in Hinds, Madison, and Rankin County. A flyer for the Service Center is provided below in Figure 3-13. Jackson Environmental Service Center can be reached by calling (601) 960-0000.





**Materials We Recycle** 

Why Recycle With Us ?

Why We Use Bags

RESIDENTIAL COMMERCIAL PRODUCTS ABOUT STREAMS CONTACT

# Hazardous Waste



### NOT CURRENTLY FOR CURBSIDE SERVICES

A few waste materials are significantly more detrimental to our health and the environment. These items contain chemicals that need to be managed with much more concern than standard waste/recycling. Please take the time to familiarize yourself with these items so that we can more readily facilitate the proper disposal procedures.

We are seeking solutions to make it easier to get these items to the proper place, but are currently unable to provide a curbside service. Until we can workout a better solution, you can take the items to:

#### Environmental Service Center 1570 Univerity Blvd. (Terry Rd) Jackson, MS 39204 Open Tuesday and Thursday 8 a.m. to 4 p.m.

(It is is an old fire station on the corner of Hwy 80 and University Blvd.)

Here is a list of some of the most common Hazardous Materials. (\*\* Batteries and electronics can go with electronic waste to an electronics recycler)

Paints Oils Cleaners Caulks Herbicides Pesticides Adhesives Nail Polish/Remover Cosmetics Solvents Caustic Liquids Acids Lighter Fluids Poisons "Batteries/Electronics Flourescent Bulbs (long and spiral) Propane Tanks Automotive Fluids Mercury Thermometers and other similar items...



The City also currently advertises companies in the area that accept HHW on its website. The companies in the area that the City promotes as accepting HHW materials are shown in Table 3-2 below:

Company	Service Times	HHW Wastes Aceepted
Jackson Environmental Services Center	Open Tuesday & Thursday Only 8:00 a.m. to 3:30 p.m.	Paint, Motor Oil, Oil Filters, Anti- freeze, Brake Fluid, Batteries, Pesticides, Fluorescent Light Bulbs, Photogephic Chemicals
John Miles Recycling Services (601) 906-7532	Call for curbside service	Electornics, White Goods. Batteries, and Furniture
Interstate Batteries 243 US-51, Ridgeland, MS 39157 Phone: (601) 898-1200	Monday - Friday 8:00 am to 5:00 pm Saturday 8:00 a.m. to noon	Batteries
Advanced Auto Parts (1 to 3 gals) Auto Zone (1 to 3 gals) Oreilly's Auto Parts (1 to 3 gals) Gateway Tire Car Care Clinic Jify Lube Greens Auto Repair	Store Hours	Used Motor Oil

**Table 3-2:** Companies that Accept HHW In and Around the City of Ridgeland

The City does have a special collection day annually for HHW as described below.

The City of Ridgeland partners with the City of Madison and Madison County to hold an annual HHW Day event. Madison County applies for a solid waste grant through the MDEQ. MDEQ considers competitive grants based on the population served. The County, by partnering with the two cities (using their populations), is eligible for the maximum grant amount of \$75,000.00 with the applicant paying 25% match which can include in kind services.

The annual HHW Day event is normally in mid to late May. Figure 3-14 below provides the 2020 flyer that was distributed to the public. This is an excellent opportunity for anyone in the community to dispose of old, unusable items sitting around the house or office, for FREE!



# MADISON COUNTY HOUSEHOLD

# HAZARDOUS WASTE DAY

Saturday, June 20, 2020 8:00 am – 12:00 pm

The City of Ridgeland is partnering with Holmes Community College, Magnolia Data Solutions, Shred-it, and Madison County to host its annual Household Hazardous Waste Day on Saturday,

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June 20. This is an excellent opportunity for anyone in Madison County to dispose of items that cannot be put out at the curb. It is FREE to residents of Madison County!

Please check the list below for acceptable and nonacceptable items, load them up and drop them off at Holmes Community College in Ridgeland between 8:00 am and noon! Please enter Holmes Community College from Sunnybrook Drive.

#### Acceptable Items:

Outdoor Paints, Indoor Paints, Artist Paints, Spray Can Paints, Thinners, Mineral Spirits, Lacquers, Stains, Varnishes, Waxes & Abrasives, Pesticides, Herbicides, Lawn Care Products, Garden Products, Auto Cleaning Products, Calks & Adhesives, Household Cleaning Products, Photographic Chemicals, Developers, Drain Cleaners, Spa & Pool Chemicals, Household Batteries, Car Batteries, Batteries Acid, Pet Supplies, Rodent Supplies, Ant Bait, Insect Spray, Motor Oil, Anitfreeze, Fluroscent Bulbs, Fire Extinguishers, Propane Tanks, Mercury, Tires

Shred It will also be onsite to shred documents.

Answering Machines, Cables, Camcorders, CDs/DVDs, Cell Phones, Compact Disc Players, Computer Equipment, Computers, Copiers, Cords, Duplicators, DVD Players, Electric Typewriters, Electronic Games, Fax Machines, Hard Drives, Keyboards/Mice, Household Electronics, Laptops, Laptop Batteries, Mainframe Equipment, Media, Microwave Ovens, Modems, Monitors, Networking Equipment, Pagers, PDA's, Printers, Printed Circuit Board, Radios, Remote Controls, Scanners, Stero Componets, Stereos, Tapes, Tape Players, Telephones, Telecom Equipment, Televisions, Testing Equipment, Toasters, Two-Way Radios, Ups-Power Supplies, VCRs, Word Processors, Other Electronics.

#### Unacceptable Items:

Air Conditioners, Barbeque Grills, Dishwashers, Dryers, Light Bulbs, Medical Waste, Mowers, Nuclear Waste, Radioactive Waste, Refrigerators, Thermostats, Washers

Thank you for participating in this event and for keeping Ridgeland an environmentally responsible community. If you have any questions or would like further information about Household Hazardous Waste Day, please do not hesitate to call Public Works at (601) 853-2027.



Figure 3-14: 2020 Household Hazardous Waste Day Event Flyer



The County will hold this event in the City of Madison one year and the event will be held in the City of Ridgeland the next year. Madison has its event at Madison Central High School and Ridgeland holds its event at Holmes Community College. The locations of these two events are shown below in Figure 3-15.



**Figure 3-15:** Madison County, City of Madison, & City of Ridgeland HHW Day Event Alternating Locations

The Madison County, City of Madison, and City of Ridgeland HHW Day event partnership has been extremely successful as evidenced by the quantity of HHW collected each year. The 2020 event, although it was unable to meet the demand, produced the quantities shown in Table 3-3 below.



HHW Type	Quantity	Units
Lab Pack - Propane	2	55-gallon
Lab Pack Fire Extinguishers	3	55-gallon
Lab Pack Flammable Aerosols	10	Y3 boxes
Bulk Waste Flammable Paint	12	55-gallon
Bulk Waste Flammable Liquid	15	55-gallon
Lab Pack Flammable Liquid	10	55-gallon
Lab Pack Flammable Paint	25	Y3 boxes
Lab Pack Paint	4	rolloff
Lab Pack Flammable Solid	822	lbs
Lab Pack Waste Oxidizer Liquid	952	lbs
Lab Pack Waste Oxidizer Solid	712	lbs
Lab Pack Waste Pesticides Liquid	9,118	lbs
Lab Pack Waste Pesticides Solid	8,103	lbs
Lab Pack Waste Corrosive Liquid Acidic	1,331	lbs
Lab Pack Waste Corrosive Solid Acidic	497	lbs
Lab Pack Waste Corrosive Liquid Basic	7,359	lbs
Lab Pack Waste Corrosive Solid Basic	1,885	lbs
Lab Pack Mercury	1	5-gallon
Non-Regulated Dry Cell Batteries	3,009	lbs
Bulk Non-Regulated Motor Oil	17	55-gallon
Bulk Non-Regulated Anti-Freeze	9	55-gallon
Lab Pack Propane Tanks	54	each
Lab Pack Fluorescent Bulbs	5,668	In ft
Electronic Waste - Equipment	32,597	lbs
Tires	600	each
Batteries - all types (car, cell phone, watches, trucks, industrial, etc.	400	lbs

**Table 3-3:** Quantities of HHW Collected at the Madison County, City of Madison, &City of Ridgeland 2020 Event

The total HHW wastes collected for the City at this event totaled 12.5 tons.

The City believes there is a definite need for additional capacity to collect and process HHW. The City experienced excessive volumes of this waste type during both its 2019 and 2020 annual events that exceeded 1,000 cars in a six-hour period causing long waiting times. Several hundred cars had to be turned away after waiting long periods because of lack of capacity to process the amount of HHW brought to the event. This not only posed a significant hazard to the environment, but also damaged the positive impression the event had enjoyed. The damage was the diminished willingness of residents wanting to do the right thing because the event has become inconvenient and, in some cases, futile for them.



The City analyzed the last two events and there are several options available to address the problem. Possible solutions include:

- 1. Conduct additional HHW Day events during the year for example, conduct a spring and fall event.
- 2. Conduct the HHW Day event over several days.
- 3. Break the HHW Day into separate Madison and Ridgeland events.
- 4. Petition MDEQ to support opening an Environmental Service Center in the Ridgeland area. This will be helpful due to long travel distances to the existing Jackson Environmental Service Center.

Regardless of the selected solution, something must be done to optimize the value of managing HHW in the City's planning area. The City will work with MDEQ to select the best solution and obtain the necessary funding to make the selected solution successful.

The City also intends to improve its current public awareness and outreach to use the Jackson Environmental Service Center in order to not overwhelm the Annual HHW Day events.

## White Goods

The City, through its contract with Waste Management, will remove white goods from a Residential Unit or Light Commercial Unit. The Residential Unit or Light Commercial Unit owner must contact the City Public Works Department at (601) 853-2027 to arrange for this service. The City requires the owner to properly remove all refrigerants from refrigerators, air conditioning units, freezers, and other appliances with refrigerant systems before the City will pick up the white goods. The owner must provide evidence that the refrigerant has been properly removed with a tag placed on the article by a certified mechanic.

The City also provides information to customers about a third-party contractor that offers free pickup of white goods. This contractor is John Miles Recycling Services in Jackson, Mississippi and can be contacted at (601) 906-7532.

1. White Goods disposal- The City maintains a file with contact information on vendors who reuse or recycle used appliances and will provide that information to customers upon request. Waste Management will also pickup appliances if a customer will call the City to set up a work order with them. Refrigerators and air conditioners that contain Freon must have a certification sticker affixed to these appliances that certifies the Freon is removed for Waste Management to remove the appliance.

## Agriculture Chemical Containers

Based on the City of Ridgeland Zoning and Land Use Map there is no agriculturally zoned areas within the City. The map is shown below as Figure 3-16.





Figure 3-16: City of Ridgeland Official Zoning Map

A full copy of the City's zoning and land use map is provided in Appendix K.

We reviewed the Madison County United States Department of Agriculture (USDA) website at https://offices.sc.egov.usda.gov/locator/app?service=page/ServiceCenterSummary&state Code=28&cnty=089 and determined that there is no information on row crop or livestock information within the City of Ridgeland. However, based on local observation, City of Ridgeland staff are aware of a few cattle operations inside the City's planning area that generate a small amount of agricultural waste.

The City does not completely understand the extent of the agricultural wastes or agricultural chemical containers generated at these few cattle operations in the City's planning area and will work to further identify and quantify this special waste in the future.

## Household Medical Sharps

Each year, approximately 90,000 people in the State of Mississippi administer to themselves at least 30 million injections for medical problems such as diabetes, allergies, arthritis, Migraines, HIV and Hepatitis C. Most of these needles, collectively referred to as "sharps", are simply disposed of by flushing down the toilet or throwing them in the trash at home, in the workplace, or other public places. This practice poses a potential risk of needle sticks to garbage collection employees, sewage treatment plant workers, janitors, and in some cases to the public. Even where a used syringe may be recapped, there is a very real possibility that the cap could fall off before the syringe reaches its final disposal destination. While throwing syringes



in the home trash is not illegal in most states including Mississippi, there are alternative options for disposal which are safer and provide more protection to public health and welfare.

MDEQ has identified several locations in the City's planning area that are approved sites to drop off and dispose of medical sharps as shown in Table 3-4 below.

LOCATION	ADDRESS	PHONE NUMBER
Choice Pharmacy	396 Hwy 51 North	(769) 300-4906
Ridgeland Fire Station #1	456 Towne Center Boulevard	(601) 856-7004
Ridgeland Fire Station #2	408 Ridgeland Avenue	(601) 856-4004
Ridgeland Fire Station #3	880 Rice Road	(601) 853-2034
Ridgeland Fire Station #4	567 Highland Colony Parkway	(601) 853-2035
Service Drugs	680 Higway 51, Suite G	(601) 853-4611
Walgreens #05655	6970 Old Canton Road	(601) 956-3844

**Table 3-4:** City of Ridgeland Medical Sharp Collection Sites



The City currently provides this information on its website at https://www.ridgelandms.org/city-

departments/public-works/solid-wasteand-recycling/ with an advertising flyer as shown in Figure 3-17 below. Periodically, the City uses their web site and other social media platforms to provide this information to its followers.

As this information changes, the City will keep the information current.

### **Other Special Wastes**

The City has three additional special wastes in the planning area that include electronic waste, other medical wastes and compressed gas cylinders. The following sections describe these other special wastes.

### Electronic Waste

Electronic waste or e-waste includes many different types of electronic devices such as cellular phones, television sets, computers, computer monitors, printers, copiers, stereos, personal digital assistants (PDAs), electronic equipment, and other handheld electronic devices. Electronic devices were at one time built to be repaired, but due to the continuous improvement in the microchips powering



Figure 3-17: City of Ridgeland Medical Sharps

such devices and the low cost of production, electronic equipment has become much more disposable. Consumer electronics are now designed to be replaced on a routine basis. The amount of e-waste is expected to grow significantly in the coming years and current rates of recycling e-waste (eCycling) are very low.

The latest National Safety Council estimates that the current number of obsolete computers in the U.S. is between 315 million and 680 million – representing a minimum of 1.2 billion pounds of lead. By 2006, some 163,000 computers and televisions were obsolete in the U.S. every day. Wisconsin's Department of Natural Resources estimates there were over 350,000 obsolete TVs in 2002.

Other hazardous materials used in computers, televisions, and other electronic devices include cadmium, mercury, hexavalent chromium, PVC plastic, and brominated flame retardant materials. Some of these hazardous materials leach when certain electronic components such as circuit breakers are crushed. The presence of halogenated hydrocarbons in computer


plastics may result in the formation of dioxin if the plastic is burned. The presence of these chemicals also makes computer recycling particularly hazardous to workers and the environment.

The National Safety Council also estimates that 75% of the electronic waste being recycled is being recycled by a small group of companies due to the large capital investment and significant infrastructure required to recycle correctly. Only a small amount of electronics is being recovered from households.

Many computer manufacturers offer leasing and "take-back" services. While environmental considerations are a factor, demand from large corporate customers are driving the development of these services. The USEPA has a computer website at <u>www.epa.gov</u> called "Plug In To eCycling" to present who is partnering with USEPA to bring more recycling opportunities to the public.

Currently, the City does not have a routine electronic waste recycling program. The City receives daily inquiries on how to dispose of these materials and directs inquiries to the Jackson Environmental Service Center described above in the HHW subsection. The City does offer the one annual HHW Day event where electronic wastes can be brought for disposal by residents and businesses in the City. At the City's HHWD event in 2020, Magnolia Data Solutions reported 32,597 pounds of electronics that were collected and recycled.

#### Other Medical Wastes

The City has other medical wastes that are generated in the planning area beyond the Household Medical Sharps. These other medical wastes are generated by local clinics, doctor offices, and nursing home and assisted-living facilities. Fortunately, the planning area has access to several medical waste processors in the State. The City allows providers to manage their own medical wastes such as used syringes and needles. It appears that the primary medical waste processor used in the City is Stericycle - a nearby medical waste processor - when needed. Stericycle is located near the Canton Sanitary Landfill and its information is shown in Figure 3-18 below.





Figure 3-18: Stericycle Medical Waste Processor Information, Canton, Mississippi

This Stericycle facility operates under MDEQ Transporter and Processing Facility permit number SW0450050463. According to their website, Stericycle processes the following regulated wastes at their Canton facility:

- Sharps: needles/syringes, capillary tubes, blood vials, etc.
- Regulated Medical Waste: Bandages, dressings, swabs, gloves, etc.
- o Pharmaceutical Waste: including hazardous, non-hazardous, and controlled
- Pathological Waste
- Trace Chemotherapy Waste

Medical waste not authorized at the Stericycle facility include:

- Hazardous waste as defined and subject to the Mississippi Hazardous Waste Management Regulations and Subtitle C of the Federal Resource Conservation and Recovery Act (RCRA).
- Pathological waste that consists of carcasses, tissues, fetuses, organs, and body parts that is removed during surgery or autopsy.
- Waste containing regulated quantities or concentrations of radionuclides or radioactivity.

The City does not completely understand the extent of medical wastes generated in the City's planning area and will work to further identify and quantify this special waste in future updates to this SWMP.



#### Compressed Gas Cylinders and Propane Tanks

Compressed gas cylinder management is an ongoing concern for public agencies, hazardous waste generators (including households), hazardous material shippers and carriers, and RCRA Transportation, Storage, and Disposal Facilities (TSDFs). There are ongoing issues with the discovery of cylinders in household hazardous waste, household garbage, and sites with large accumulations of cylinders. These cylinders are found of varying types with no labeling, damaged labeling, or incorrect labeling that creates problems for companies and governmental agencies to properly manage compressed gas cylinders. During the City's 2020 Household Hazardous Waste Day event, Care Environmental processed 54 propane tanks for scrap metal recycling. Compressed gas cylinders usually are rotated between customers and gas providers and only recycled at the point that a cylinder or tank is damaged or exceeds its life span.

According to MDEQ, propane tanks should be replaced periodically because they only have a 12year life span, and all have a date stamped on them to mark the beginning of that period. In addition, some tanks cannot be refilled due to a federal law that prohibits tanks from being refilled without an overflow protection device (OPD). Tanks without an OPD installed on them can be identified by having a triangular shaped on/off valve knob. Because propane is a hazardous material, it needs to be handled and disposed of properly. Often recycling facilities do not want discarded propane tanks due to the explosion risk.

The City encourages residents, businesses, and visitors to take empty propane tanks to locations where the tanks can either be refilled (if they have an OPD installed) or purchase a new full tank which has the OPD installed and leave the old tank. The Jackson Environmental Service Center in Jackson accepts these propane tanks for recycling. Some larger propane companies around the state may also accept old tanks as well. The City instructs residents to check the yellow pages of the phone book for "Gas – Propane" companies to find a dealer that will take old tanks. These tanks should not be set out at the City's roads or the resident's curb as they present a hazard to the garbage collectors and the compactor trucks. For more information, contact the Recycling and Solid Waste Reduction Program staff at MDEQ. MDEQ's State Recycling Coordinator is Jennifer Milner and can be contacted at (601) 961-5739 or by email to jmilner@mdeq.ms.gov.

The City of Ridgeland has no formal procedure to process and recycle compressed gas cylinders and propane tanks. Therefore, the City surveyed three companies as shown in Table 3-5 below to determine the information presented in this SWMP and to determine local options for disposing of compressed gas cylinders and tanks.



Company Name	Address	Phone	Company Response
NuCor Steel	3630 Fourth Street Flowood, MS 39232	(601) 939-1623	Nucor indicated that they do recycle steel cylinders and tanks once they are dismantled and cut into pieces. If they encounter this type of vessel intact then they themselves have to send it off and have it dismantled at their expense before they can process the recycled steel.
Tech Weld	4200 Industrial Road, Pascagoula, MS 39581	(228) 762-4774	Process their own and customer's cylinders and tanks. They will remove the gas and cut up the unusable cylinders and tanks and send the scrap to NuCor Steel as recycled steel for processing.
Air Gas	5051 Highway 42 Hattiesburg, MS 39401	Description	Air Gas processes their own and customer's cylinders and tanks. They will remove the gas and cut up unusable cylinders and tanks. They then send the dismantled recycled steel scrap to NuCor for processing.

Table 3-5: Survey for Recycling of Compressed Gas Cylinders and Propane Tanks

Based on the City's surveys, it is apparent that vendors will process their own cylinders and tanks prior to recycling at a scrap yard. There is no need currently for the City to develop a program for managing compressed gas cylinders and propane tanks.

# 3.6 Disaster Debris Planning

The primary sources of information used to develop a strategy for the City's planning area to manage disaster debris were interviews with local officials, the Federal Emergency Management Administration's (FEMA) Public Assistance Debris Management Guide (FEMA 325 2007 ed), FEMA's National Preparedness program (<u>https://www.fema.gov/emergency-managers/national-preparedness</u>) and MDEQ's December 24, 2015 and January 11, 2016 Emergency Debris Guidance Letters. These interviews were conducted, and documents reviewed to provide insight into how future disaster clean-ups can be managed better.

The most likely types of disaster events to occur in the City's planning area that would result in large volumes of debris are remnant hurricanes, tornados, straight-line winds, and possible ice storms. Also, possible but not likely, would be disaster debris from floods, earthquakes, and large fires. Most of the debris generated from disasters is not expected to be hazardous. The types of debris that the City expects will be generated from these disasters is vegetative (large yard waste), building debris (C&D waste), damaged personal property, and, in the case of floods and earthquakes, soil and pavement materials (asphalt and concrete from road, bridges and parking lots). The City plans to segregate and recycle much of this waste into useful commodities.



Other solid wastes to be concerned about in the planning area during a disaster is food waste. The City would expect an initial influx of food-related wastes generated by households, restaurants, and commercial food-related businesses due to power outages created by the disaster. This food waste would be localized in the areas experiencing extended power outages and could quickly become putrescible waste. The City would expect such food-related garbage to be double or triple the normal collection amounts for a period of two to three weeks. The City's agreement with Waste Management would allow a sufficient response for this time frame to avoid health issues associated with putrescible waste.

If a disaster should occur that would generate large amounts of disaster debris, the City will create a project team utilizing the National Incident Management System (NIMS) in coordination with the Madison County Director of Emergency Management. NIMS provides stakeholders across the whole community with the shared vocabulary, processes, and systems to successfully deliver the capabilities described in the National Preparedness System. NIMS defines operational systems that guide how personnel work together during incidents.

Depending on the need and impact from the disaster, the City would appoint an Incident Commander (IC), most likely the Director of Public Works, to lead a Response Team (RT). The RT would have representatives from each City department to include Fire, Police, Community Development, and Recreation and Parks. The IC would coordinate with the Madison County Director of Emergency Management for approval of emergency disposal sites.

The City's RT will identify what equipment is available from each City department, what additional collection and disposal resources and contracts may be necessary, and coordinate a public information strategy, including a directory of who will be doing what during the cleanup of the City. The IC would also make requests for equipment and supplies to the Madison County Director of Emergency Management. Appendix L contains the City's contract with Debris Tech for disaster debris removal oversight. Appendix M contains the City's contract with Looks Great of MS for debris removal. These on-call contracts are available to the Cit's RT for responding to disaster response and managing solid waste.

The IC and his RT will use their best efforts to organize the disaster cleanup to recycle and minimize solid waste disposed in a landfill. The efforts would include segregation of material during collection. This could include organizing separate collection routes for:

- $\hfill\square$  Food waste and other garbage
- $\hfill\square$  Yard Waste
- □ Construction and demolition debris
- □ Metal
- □ Soil, asphalt, concrete, and brick

In addition to recycling disaster debris, on a case-by-case basis, the IC and his team will determine the economic feasibility and practicality of beneficial use of disaster debris. Some uses may include the use of soil as landfill cover or chipping of yard waste for mulch or boiler fuel. This would reduce the amount of waste that may be disposed in a landfill.



To respond quickly in future events and to ensure possible qualification for FEMA funds, more detailed plans for collection and public information strategies in possible future events are necessary. Specifically, there should be close coordination among the City and County Emergency Management Agency to use available resources most efficiently.

According to FEMA's guide to debris management, these key elements are critical in managing disaster debris:

- Public Information and Hotline System The City has an effective system to coordinate with its citizens called the Ridgeland Alert System that can call, text, and message all people who have a water account or who opt into the system. This system can also communicate with certain sections of the City without notifying everyone.
- FEMA Coordination The City will coordinate closely with FEMA to meet strict guidelines for cost reimbursement.
- Local Coordination The City will coordinate locally among the entities involved especially the Madison County Emergency Management Agency including daily conference call among officials during the cleanup.

Although it is difficult to imagine a disaster event of such a magnitude that would overwhelm the City's resources, it is critical to plan for the worst. Specifically, it is important to plan a system to document all the details in case FEMA funds are requested.

Currently, if a disaster should occur that would generate large amounts of disaster debris, the City of Ridgeland finds itself at an advantage due to the relatively large number of landfills in Madison County and Scott County that are available to it. This includes the two MSW Landfills currently operating in Madison County (Little Dixie and City of Canton) and two rubbish sites permitted (City of Canton and Madison South rubbish sites) in the county.

Depending on the scope of the specific disaster and the impact to needed transportation routes, the City's IC may elect to establish temporary storage and staging areas for disaster debris. If the IC determines that temporary storage or staging areas are needed, the City IC will submit a written request to MDEQ on agency forms for authorization to operate the emergency debris management site. The request will include a completed and signed copy of the MDEQ Local Government Request for a Temporary Emergency Debris Management Site Form located on the MDEQ Waste Division's website at www.mdeq.ms.gov/waste.

At a minimum, in selecting these sites the IC will choose areas that have adequate drainage and can be secured. Such storage or staging areas will not be in floodways, wetlands, surface waters, or drainage pathways. The areas will include the ability to maintain a minimum 100-foot setback from property lines, on-site buildings, potable water supplies, and surface waters. The storage and staging areas will be designed and managed in such a way to eliminate health and pollution hazards posed from the run-off or ponding of rainwater.



Provided a site meets these minimum requirements, the City may consider use of any public (city, county or state) facility or a portion of that facility for the staging or temporary storage of disaster debris. This could include maintenance areas, parking areas, parks, school yards, and closed facilities.

The staging or storage of any yard waste would be windrowed in such a manner to avoid possible spontaneous combustion. The yard waste windrows will typically be no larger than five to six feet high and eight to 10 feet wide.

### Pre-Event Contracts

The City has entered into an agreement with Debris Tech to perform debris monitoring supervision and management services related to the removal and disposal of eligible disaster-related debris from the City's street rights-of-way (ROW), roads, parks, and public properties. The management services include, but are not limited to, debris forecasting, pre-event planning, communication with FEMA, Federal Highway Administration (FHWA), the State of Mississippi, and other agencies, coordination with insurance representatives and cost of debris removal operations, grant funding, and reimbursement services. Debris Tech's contract is included in Appendix L. This contract will commence upon the City's notice to proceed after a disaster. The contract expires on September 30, 2025 and the City will solicit proposals and enter into a new five-year agreement at or before that time.

The City has also entered into a pre-event agreement with Looks Great of MS (Looks Great) to perform the removal and disposal of eligible disaster-related debris from the City ROW including streets, roads, parks, and other maintained in-use public property, and utility ROWs within the City in order to eliminate immediate threats to life, public health, and safety. Looks Great's contract also allows for them to eliminate immediate threats of significant damage to improve public or private property and to ensure economic recovery of the City's community to the benefit of the community at large. Looks Great's contract will commence immediately upon the City's notice to proceed after a disaster. Looks Great's contract is included in Appendix M. The contract expires on September 2025 and the City will solicit proposals and enter into a new five-year agreement at or before that time.

### Public Information and Outreach

The City is currently in a good position to provide outreach and information to the public within the City limits for guidance on the proper disposal of disaster-related debris. The City's communications systems include: Ridgeland Alert (Blackboard Connect), E-Blast BFAC, Social Media (Facebook and Twitter), local TV and radio stations, and local newspapers.

Blackboard Connect – Blackboard Connect is a mass notification system that lets the City send updates and emergency alerts to everyone in the community through emails, phone calls, text messages, or social media channels. Additionally, the system allows the segregation of certain areas of town if a Citywide notification is not required. Anyone can go to the City's website at <u>www.ridgelandms.org</u> and click on the link to opt in or out of the system. There are currently 13,819 contacts listed.



E-Blast - The City uses this service to text residents within the City limits on demand. There are 2,390 subscribers in Ridgeland for this service.

Facebook - Facebook is a social media tool that the City uses to inform citizens of various activities, events, announcements, and other information. Our Facebook page has over 5,000 followers. The first post made regarding the SWMP was a public notice that we are preparing the SWMP, and if citizens wish to make comments, they are directed to visit the City's website. This post reached 2,600 people. Posts made from the City of Ridgeland reach anywhere between 500-10,000 people, dependent on the content posted.

Twitter - Twitter is another social media tool that the City uses to inform citizens of various activities, events, announcements, and other information. Our Twitter page has over 4,700 followers. The first post made regarding the development of this SWMP was a public notice that we are preparing the SWMP, and if citizens wish to make comments, they are directed to the City's website. This post carried 744 impressions, 63 total engagements, 37 media engagements, 22 detail expands, 3 likes, and 1 retweet. On a recent 28-day average for all posts made by the City, our account posted 5 tweets, received 6,634 impressions, 993 profile visits, and had 16 mentions.

Using the tools described above and other media outlets allows the City to provide robust outreach to the citizens of Ridgeland's planning area.

### City Assessment

As part of preparing this SWMP, the City evaluated their current preparedness for responding to a disaster and managing disaster-related debris. The City believes there is no need for additional capacity for debris disposal in case of a disaster that occurs that produces large amounts of debris; so long as EPA or MDEQ do not impose any additional restrictions on rubbish sites to dispose of disaster debris. If that should occur, the City will reassess the need for additional means of debris disposal.

In past disasters, the City has burned large vegetative debris for fuel at a power generation plant and would attempt to do so again.

The City's assessment for the need of additional or alternative programs, facilities, or services to manage disaster debris waste indicated that there is no need at this time. The City's current disposal and recycling facilities and solid waste management systems are sufficient to manage any foreseeable disaster that produces large amounts of debris. This is an area that the City will review on a regular basis as regulatory and facilities change.

# 3.7 Recycling and Waste Reduction

The City has a wide-ranging, robust, and bold recycling and waste reduction program. A primary goal in developing this comprehensive SWMP is minimizing wastes requiring disposal. The solid waste management alternatives discussed in this portion of the Plan are intended to reduce waste generation, reduce landfill disposal of generated wastes, and help achieve the State's goal of 25% reduction. According to the State, the definition of waste minimization is



the reduction, to the extent feasible, of wastes that are generated or subsequently treated, stored, or disposed. It includes "any source reduction or recycling activity undertaken by a generator or facility operator that results in either (i) the reduction of total volume or quantity of waste, or (ii) the reduction of toxicity or to their characteristics of hazardous waste, or both, so long as the reduction of toxicity or other characteristics of hazardous waste or both, so long as the reduction is consistent with the goal of minimizing present and future threats to human health and the environment." Waste minimization efforts result in a decrease in the rate of growth of the waste stream and in the overall quantity of waste requiring disposal, as well as processing.

There are two major methods of waste minimization:

- 1. Source Reduction
- 2. Recycling

Source reduction includes activities that reduce the toxicity or quantity of discarded products before products are purchased, used, and discarded. The goal of source reduction is the elimination of waste before it is created. Recycling, on the other hand, is a form of waste management which occurs after the waste has been generated. Its goal is to divert waste and turn them into new products.

Recycling and waste reduction programs in the City of Ridgeland are managed by a combination of the public and private sectors. Information and data were gathered for this SWMP on the City's source reduction and recycling programs by surveying the managers, collectors, and processors of the various programs and supplementing the surveys with research and personal interviews when additional information was wanted.

## **Local Recycling Facilities**

There are numerous local recycling facilities available to the City's planning area. Many of these recycling facilities are shown in Table 3-6 below.

Recycling Facility Name	Address	Phone Number	Types of Wastes Accepted for Recycle
Tri-Miss Recycling	416 W Woodrow Wilson Avenue Jackson, MS	(601) 203- 0914	All Scrap Metals
General Recycling	2050 Flowood Drive Flowood, MS 39232	(601) 939- 1347	All Scrap Metals
The Can Man	1819 Valley Street Jackson, MS 39204	(601) 355- 5777	Scrap Metal, Aluminum Cans
Waste Management Jackson Recycling Center	1450 Country Club Drive Jackson, MS 39209	(601) 586- 5392	General Recycling Services Rental Dump Containers
American Disposal Services	1312 Springridge Rd Clinton, MS 39056	(601) 925- 0507	Rubbish Removal - Waste Recycling & Disposal Service & Equipment - Trash



			Containers & Dumpsters - Rubbish & Garbage Removal & Containers - Hazardous Material Control & Removal - Garbage & Rubbish Removal Contractors Equipment - Contractors Equipment & Supplies
Metal Processors	120 Beatty Street Jackson, MS 39201	(601) 969- 2871	copper & aluminum wiring aluminum, copper, stainless steel and brass materials
Madison South Landfill	2950 N County Line Road Jackson, MS 39213	(601) 981- 5577	Rubbish, Topsoil, Construction & Demolition Debris
Magnolia Data Solutions	160 Fairbanks Street Jackson, MS 39202	(601) 919- 0062	Electronic Wastes including Computers, Laptops, Tablets, Lab Equipment, Cell phones, Time Equipment, Printers /Copiers, Telecom Equipment, UPS/Batteries. Hard Drives/Tapes, Servers/Racks, LCD Monitors, Network Equipment, and Medical Equipment
Shred-It	5526 Industrial Rd, Jackson, MS 39209	(601) 965- 9750	Paper Shredding, Hard Drive Destruction,
Allen's Recycling	708 Fillmore Street Yazoo City, MS 39194	(662) 746- 1120	Plastic, Mixed Paper, Paper Shredding, Cardboard Boxes, File Stock, Computer Paper, Computers, & Aluminum Cans
MS Tire Recycling	2845 Meter Road, Jackson, MS 39204	(601) 3 <mark>52-</mark> 7165	Tires
Interstate Batteries	243 US-51 Ridgeland, MS 39157	(601) 898- 1200	Lead Acid Batteries, Industrial Batteries, and Household Batteries including alkaline, nickel cadmium, nickel metal hydride, and lithium ion.



EV Deeveling LLC	3010 N Mill Street	(601) 633-	Cardboard, Plastic,
FV Recycling, LLC	Jackson, MS 39216	6873	Aluminum, Paper

Table 3-6: Local Recycling Companies Near the City of Ridgeland

## **City-Sponsored Recycling Programs**

The City sponsors many recycling programs in the local planning area. These programs include residential curbside recycling, light commercial recycling, multi-family, and public recycling drop-off points, HHW, white goods recycling, City motor oil recycling, Ridgeland public schools recycling program, interactive recycling container program, Recycling Ranger and special event recycling, asphalt reuse and recycling, and construction and debris (C&D) recycling. These programs are described in more detail in the following subsections.

## Residential Curbside Recycling

The City has a mandatory curbside recycling program for single family residences. The pickup is once per week at a cost of \$5.75 per month for each resident. This is accomplished through a separate recycling contract with Waste Management. This recycling contract was entered into on September 5, 2018 and in full compliance with Mississippi Code Annotated, section 17-17-5 that includes provisions for solid waste and rubbish disposal. The City contract with Waste Management for recycling services is provided in Appendix H.

The City has also implemented an incentive program called Recycle Bank that provide "points" that are redeemed for each pound of recyclables generated. The average payback nationwide for this program is \$160.00 per year. At a rate of \$5.75 per month this equates to \$69.00 annually and can result in over \$90 in annual value to the City's customer. Annually the City has about 35% of residents participating in the Recycle Bank program. However, since residential recycling in the City is mandatory, over 90 percent of residents recycle at least once per month.

Once Waste Management picks up the recyclables, they are transported to the Waste Management Jackson transfer station on I-220 in Jackson, Mississippi and ultimately transported to their recycling facility in Memphis, Tennessee.

### Light Commercial Recycling

The City offers this service to light commercial customers through its contract with Waste Management. Recyclables are picked up one time per week by Waste Management and transported to their transfer station and then moved to their recycling facility in Memphis, Tennessee.

### Multi Family and Public Recycling Drop Points

The City operates four recycling drop points located at Pear Orchard Apartment, Park Place Apartments, City Fire Station Number 2, and the City's Public Works Complex. Waste Management picks these 20-yard containers up weekly and transports them to its transfer station on I-220 and then to its recycling facility in Memphis, Tennessee.



However, this group accounts for approximately 40 percent of our population with no convenient way to recycle. The City will investigate approaches for increasing convenience to this group.

### Household Hazardous Waste Program

Madison County and the cities of Madison and Ridgeland have an annual joint HHW Day. This event was so successful that the capacity to process hazardous waste was exceeded for the last two events. More information on this program is included in Section 3.5 Special Waste Management Programs under the subsection Household Hazardous Waste. The City's HHW quantity for this event totaled 12.5 tons.

While this is a successful event, it is inadequate due to the volume of HHW that is being delivered. Traditionally, there are participants that have to be turned away due to long wait times and ending the event because of lack of capacity to meet the demand. The City must improve the accessibility to the community by having multiple events or extending the hours of its existing event. It also could appeal to MDEQ in assisting the City to establish an Environmental Service Center in the local area to make HHW disposal more available on a daily basis.

## White Goods Recycling

The City maintains a file with contact information on vendors who reuse or recycle used appliances and provide that information to customers upon request. Under the City's contract, Waste Management will also pickup appliances if a customer will call the City to set up a work order. More information on this program is included in Section 3.5 Special Waste Management Programs under the subsection White Goods.

## City Motor Oil Recycling

The City conserves and recycles motor oil in its vehicle fleet. They analyze oil at each oil change to determine the viscosity and oil quality. If the oil has not broken down, the oil change is deferred, extending the life of an oil change. Once the oil is deemed to be no longer viable, the City has a vendor collect the used oil and filter and transport it for recycle.

## Public School Recycling Program

The City sponsors a recycling program at Ridgeland High School, Old Town Middle School, Anne Smith Elementary School, and Highland Elementary School. Each classroom is provided with an 18-gallon container and containers on the outside of the building for pickup. This activity only takes place during the school year and is to provide education to students on the benefits of recycling.

## Interactive Recycling Container Program

This program is sponsored by the City but was funded by MDEQ. It is focused on the education of elementary, middle, and high school students about the benefits of recycling. In this program, the City partnered with the Ridgeland High School robotics team to construct five interactive recycling bins. Each of Ridgeland public schools have one container inside their



building and Ridgeland High School has an additional weather-resistant container outside their building. The container "speaks" to the person putting recyclables into the container making for an interactive experience.

## Recycling Ranger and Special Event Recycling

The Recycle Ranger program is run by Keep Ridgeland Beautiful and is focused on recycling at special events in schools and the community. The Recycle Ranger is a mascot that promotes recycling not only in Ridgeland, but in the State of Mississippi and has won national awards at Keep America Beautiful. In addition, as part of the City's Environmental policy persons that want to have a special event in Ridgeland must complete an application that includes a recycling plan for the event.

## Asphalt Reuse and Recycling

The City uses an asphalt contractor, Adcamp, to mill asphalt prior to overlay of a roadway surface courses and requires that 100 percent of this asphalt milling be sent back to the plant for recycling as reused aggregate. Adcamp will use the recycled road milling removed from City streets as part of the City's road maintenance or new road projects. In 2019, based on milling invoices, the City recycled 15,944 tons of asphalt millings that were used as aggregate in new asphalt.

The City also has their own in-house asphalt recycling program. The City purchased an asphalt milling machine that is used to mill asphalt at road, water, sanitary sewer, and storm drain repairs in the City. These millings are stored in the City's dry storage bin and used as aggregate in the recycling process, taking the place of gravel that doesn't have to be purchased. The City has also purchased an asphalt mixer to make its own asphalt. It uses this asphalt to make small road repairs utilizing milled asphalt, roof shingles, and rejuvenators to make new asphalt. The City uses this material to take the place of cold mix saving nearly \$90,000.00 annually. The City also uses this material in lieu of wash gravel and clay gravel saving the City another \$20,000.00 annually. The City estimates, by measuring the storage bin, that the City recycles approximately 10,200 tons of this material along with 10 tons of asphalt roofing shingles annually.

The total asphalt reuse and recycling process results in 26,144 tons of materials being recycled in a year, saving the City over \$ 210,000 annually, making it one of the City's most successful solid waste management programs.

### Construction and Debris (C&D) Recycling Program

The City's C&D recycling program presently is primarily the processing of one component of its own C&D debris by recycling its own asphalt as described above. The balance of the C&D debris in the City's planning area is not a part of this program currently unless it is C&D generated by the City itself. Additionally, for disaster debris operations that produce large quantities of C&D, the City strives to recycle as much of the material as possible by burning wood materials for fuel, recycling and grinding of concrete for aggregate.



C&D debris consists of various materials, which if property sorted and processed, to a large extent can be recycled. In the past C&D debris has been viewed as innocuous waste which does not require stringent regulation, it has been disposed at rubbish facilities or used as a beneficial fill material. However, this view is changing since C&D waste from modern construction projects may pose additional health hazards, harbor rodents, or be considered an aesthetic nuisance.

An important step in recycling C&D debris is the segregation of the materials into the various recycling components. C&D can typically be separated into four general categories for processing and marketing: Wood, metals (which may be gathered and sorted by type of metal), rubble, and the remaining balance content. The first three categories are generally recyclable at the time of collection. The remaining balance category consists of materials for which feasible markets may not exist or are wastes that cannot be efficiently separated, such as lathe and plaster debris. Other materials, such as plastics and cardboard, may exist depending on the type of construction taking place. These materials may also be separated and recycled.

Generally, it is estimated that 30 to 70 percent of C&D waste can be recycled. However, it is important to note that the quantities recycled largely depend upon the actual composition of the C&D debris waste stream being managed. C&D waste stream composition also impacts the associated processing method and equipment selected. The composition of a C&D waste stream can vary significantly between individual generators within the City.

For recycling, C&D waste can be sorted at one of two points prior to processing. The C&D waste hauler can be required to separate materials prior to drop-off at a market or recycling center. Alternatively, C&D waste can be delivered to a market or recycling center in a mixed state. Mixed materials would then be separated, either by hand or mechanically, after delivery. The bulky odd shapes of C&D waste make the conveyor of picking systems used for comingled residential recyclable materials impractical for C&D waste sorting. Therefore, the sorting is usually done in a flat, open space. Front end loader or refuse cranes can be used to handle bulky materials which are too large for hand sorting.

Several mechanical C&D recycling systems currently exist. However, information regarding these systems is generally considered proprietary by vendors and as such, is difficult to obtain equipment specifications, requirements, and data. However, some of the segmented waste components and their potential end uses after processing include the following:

- Old Asphalt, stone, and glass can be separated for use as an aggregate. The aggregate mixture can be crushed and sized appropriately use in new asphalt.
- $\circ$   $\,$  Metals can be separated and marked to scrap metal dealers.
- Material could be baled or shredded according to market specifications.
- Rubble can be segregated and used as clean fill or crushed and sized for use in asphalt.
- Gypsum wallboard can be ground and recycled or used as a soil amendment on or off-site.



 Clean dry wood can be chipped. Wood chips can be marketed to local commercial establishments (nurseries, landscapers, etc.) for use as mulch or they can be used as fuel in industrial boilers.

C&D recycling is applicable to the City since the City takes every opportunity to recycle and reuse C&D where practicable, especially where the City can receive a tangible financial return. Although the City does not have a formal C&D recycling program in the planning area, the following example of a recent C&D debris recycling project that was done by the City, demonstrating the value of such a program.

New City Hall Construction the City recently completed construction of its new City Hall building (Figure 3-19) on an old concrete beam plant. In order to

remove the old beams and other concrete structures that were left on the site, the City chose to take the opportunity to recycle and reuse the material since it made sense not to pay for the removal and disposal cost of this material while purchasing new materials.



Figure 3-19: City of Ridgeland New City Hall

The City, through its contractor, recycled or reused 40,000 tons of concrete on this project at no additional cost. The City estimated that the cost savings from this reuse/recycle approach was approximately \$600,000.00.

C&D debris comprises a significant portion of the City's overall waste stream. In the future, recycling systems may be applicable for the C&D component of the City's waste stream. Currently, most C&D waste other than the asphalt generated within the City is disposed at rubbish facilities and landfills. At some point in the future, these options may not be available due to more stringent regulations to accept C&D waste for disposal. The City intends to explore developing a more comprehensive C&D recycling program in the future, if feasible, to accommodate a wide range of material types and quantities.

To accomplish this plan to increase recycling of C&D materials other than asphalt, the City will need to collect more data regarding the quantities and composition of the C&D debris waste in the City's planning area to identify the most appropriate processing technology. The City will also identify potential C&D recycling markets and encourage and assist haulers of C&D and operators of rubbish facilities to initiate recycling efforts if economical markets are available.

## **Recycling Programs Sponsored by Others**

Other recycling programs are in the City's planning area that are sponsored by other entities such as neighborhood associations, nonprofit groups, universities, school districts, commercial



businesses, industries, recycling companies, and other organizations. The City is aware of several of these recycling programs that are sponsored by other entities that include:

- Neighborhoods the Wendover Homeowners Association will conduct recycling events and had one recently on April 24, 2021. They collect HHW and take it to be processed at the Jackson Environmental Service Center. The neighborhood also accepted:
  - o Shoes
  - o Books
  - o Motor Oil
  - o Paint
  - o Insecticides
  - o Propane Tanks
  - o Car/Lawn equipment batteries

All these items were taken to the City of Ridgeland's recycling drop-off points. This is the first neighborhood sponsored recycling event in Ridgeland.

- School Districts all Ridgeland public schools sponsor a recycling program. These
  types of programs not only help save the environment directly, but also introduce
  students to the benefits of recycling. In 2019, Ridgeland Public Schools recycled a
  significant amount of paper, plastic, and cardboard that added to the City's recycling
  total.
- Commercial Business Recycling the City surveyed 10 percent of all businesses in Ridgeland to learn that only a small number of local businesses have a formal recycling program. However, those that do generate a significant quantity of recyclable materials.

As presented in Chapter 2 of this SWMP, the City generated 68,997 tons of wastes in 2019 and the City's program produced 28,343 tons of recycled materials. This is a significant quantity of recycled materials. The summaries from Chapter 2 are repeated here as Table 3-7 below.



Source Category	Estimated	Porcont
Source Calegory	Annual Tons	Fercent
Commercial Solid Waste	22,530.0	32.7%
Residential Curbside Solid Waste	6,949.0	10.1%
Multi-Family Solid Waste	5,036.0	7.3%
Yard Waste (City Pickup)	4,134.0	6.0%
Commercial Recycling	1,212.0	1.8%
Nursing Homes and Assisted Living Facilities Solid Waste	1,028.0	1.5%
Residential/ Light Commercial Recycling Curbside and Drop Off Points	869.0	1.3%
Public School Solid Waste	664.0	1.0%
Non Residential Curbside Solid Waste	160.0	0.2%
University Solid Waste	153.0	0.2%
Nursing Homes and Assisted Living Facilities Recycling	73.0	0.1%
White Goods	20.0	0.03%
Household Hazardous Waste Recycling	12.5	0.0%
Tires	12.0	0.02%
City's Asphalt Recycling Program	26,144.0	37.9%
Total Wastes Generated	68,996.5	100.0%
Source Category	Estimated Annual Quantity (in tons)	Percent of Total Wastes Recycled
Commercial Recycling	1,212.0	4.3%
Residential/ Light Commercial Recycling Curbside and Drop Off Points	869.0	3.1%
Nursing Homes and Assisted Living Facilities Recycling	73.0	0.3%
Household Hazardous Waste Recycling	12.5	0.04%
White Goods	20.0	0.1%
Tires	12.0	0.04%
City's Asphalt Recycling Program	26,144.0	92.2%
Total Waste Recycled	28,342.5	100.0%

**Table 3-7:** Waste Summaries from City of Ridgeland SWMP, Chapter 2

By subtracting the recycled materials from the total wastes generated results in a total overall waste generated for the City of 40,654 tons. And more impressive calculating the percentage of recycled materials to the total wastes generated results in a 41% reduction. While this is significantly above the State's goal of 25%, the City realizes that they may not be capturing all the wastes generated in the City's planning area, but the City also believes there are additional recycling opportunities that can be achieved.

Although the City believes it has a progressive and significant recycling program, it plans to continuously improve its program. Based on analyzing the information and data collected for preparing this SWMP, the City intends to consider and evaluate other waste reduction strategies that include:

1. Commercial Businesses – the surveys indicate that there is substantial room to improve recycling with commercial businesses in the City's planning area. A more



formal recycling program for commercial business is a key waste reduction strategy for the City. Since these businesses generate the second largest quantity of recycled materials, after the City's asphalt recycling program, and the City was told in surveys that most respondents did not recycle, the City believes it is imperative that this waste stream is included in a more formal waste reduction program in the future.

- Multi-Family Residential while a small number of apartment complexes recycle, this category of the waste stream is third largest and must be included in any future waste reduction program.
- 3. Yard Waste this area of the City's solid waste management program has considerable potential to keep wastes from being landfilled. Although the City does not have a good understanding of the overall accuracy of yard waste quantities, the City believes this is an area of recycling that can provide significant benefit to the City's planning area.
- 4. Establish a City Recycling Coordinator the City believes it should evaluate establishing a formal recycling coordinator for the City. This person would recommend the who, what, where, and why particular programs are implemented and how they perform to the Mayor and Board of Aldermen. They would also manage and enforce the City's reuse and recycling program.
- 5. Environmental Service Center the City believes it would benefit from an Environmental Service Center in the City of Ridgeland that is more convenient for residents, businesses, and adjacent communities to dispose of HHW. There are currently MDEQ grants available to establish and operate these facilities and the City intends to investigate the feasibility of securing these funds to establish the Ridgeland Environmental Service Center.

# 3.8 Comprehensive Inventory of Local Solid Waste Management Facilities

In section 2.1 of Chapter 2 and in sections earlier in this Chapter, the City has described the solid waste management facilities in the City's planning area and those facilities the City sends significant quantities of solid wastes. A complete inventory of these facilities is provided in Table 3-8 below. A full-size Table is provided in Appendix N.

Located in the City's Planning Area	Facility Name	Loca	ation	Permit Number	Permit Status	Types of Wastes Received	Approved Service Areas	Total Approved Disposal Area (acres)	Remaining Disposal Capacity (years)	Method of Financing	Current Tipping Fees Charged	Sections of SWMP Where Described Further
		Lat	Long									
Y	Little Dixie Landfill	32.408778	-90.243250	SW04501A0238	Active	MSW, Yard	All	165	19	Tipping Fees	\$46.00/ton	
Y	Madison South Rubbish Landfill	32.435	-90.241111	SW0450030526	Active	Yard, C&D	All	40	84	Tipping Fees	\$12.00/yd	
Ν	Waste Management Jackson Transfer Station	32.347881	-90.248153	T1-010	Active	MSW, Recycle	All	Unknown	NA	Tipping Fees	NA	
N	Clearview Environmental Control Facility	32.235361	-89.372278	SW06201A0417	Active	MSW, Yard, C&D	All	145	24	Tipping Fees	\$xx.00/ton	

Table 3-8: Inventory of Solid Waste Management Facilities



A map of solid waste management facility locations is provided below in Figure 3-20 to show the proximity to the City and its planning area.



Figure 3-20: Solid Waste Management Facility Locations Near the City of Ridgeland

There are additional MDEQ-permitted solid waste management facilities within a reasonable travel distance for MSW and Rubbish disposal should the City have the need in the future. These can be found in MDEQ's Annual Status Report on Solid Waste Management Facilities and Activities for Calendar Year 2019, which is summarized in Table 3-9 below.

(I)	(II)	(III)	(IV)	(V)	(VI)	(VII	[)	(VIII)
ID	County	Name of Facility	Owner	Permitted Acreage	Total Waste Received	Out of State Waste Received		Est. Life Remaining
					tons/year	tons/year	%	years
1	Adams	Plantation Oaks Landfill	Waste Mgt. of MS, Inc.	80	92,059	16,950	18.41	60
2	Chickasaw	Prairie Bluff Landfill	Waste Mgt. of MS, Inc.	236	79,635	18,199	22.85	150
3	Clay	Golden Triangle Reg. Landfill	Golden Triangle Reg. SWMA	288	255,057	46	0.02	50
4	Harrison	Pecan Grove Landfill	Waste Mgt. of MS, Inc.	176	329,635	4,087	1.24	16
5	Jackson	MacLand Landfill**	MacLand Disposal Center, Inc.	49	41,589	640	1.54	15
6	Jefferson	<b>Riverbend Landfill</b>	Riverbend Env. Services, LLC	162	151,443	35,546	23.47	61
7	Kemper	Kemper Co. Landfill	Kemper Co. Landfill Company	22	44,036	177	0.40	11
8	Lauderdale	Pine Ridge Landfill	Waste Mgt. of MS, Inc.	75	94,482	13,027	13.79	37
9	Leflore	Leflore County Landfill	Leflore Co. B.O.S.	56	82,951			б
10	Madison	Canton Sanitary Landfill	City of Canton	49	37,357			3
11	Madison	Little Dixie Landfill	BFI Waste Sys. of MS, LLC	165	190,649	243	0.13	19
12	Marshall	Quad County Landfill	Quad County Environmental Solutions, LLC	110	INACTIVE			23
13	Pearl River	Central Landfill	TransAmerican Waste, Inc.	109	48,652	860	1.77	130
14	Perry	Pine Belt Reg. Landfill	Pine Belt Reg. SWMA	107	171,369			21
15	Pontotoc	Three Rivers Reg. Landfill	Three Rivers Reg. SWMA	207	269,333			43
16	Scott	Clearview Env. Control Facility	Chambers of MS, Inc.	145	504,666	182	0.04	24
17	Tippah	Northeast MS Reg. Landfill	Northeast MS Reg. SWMA	82	558,524	315,499	56.49	4
18	Tunica	Tunica Landfill	Waste Mgt. of Tunica, Inc.	203	458,747	368,406	80.31	58
19	Washington	Big River Landfill	BFI Waste Sys. of MS, LLC	148	151,876	8,492	5.59	98
20	Winston	Louisville Landfill	City of Louisville	39	17,031			71

 Table 3-9:
 Mississippi Solid Waste Management Facilities Found in MDEQ's Annual Status Report on Solid Waste

 Management Facilities and Activities for Calendar Year 2019



The City has developed this SWMP and it demonstrates that the City has addressed the "approved service area" in the City's planning area which is the city limits of the area.

# 3.9 Illegal Dumping Prevention and Clean-Up Programs

The City of Ridgeland currently has no known open dumps. The City has aggressively worked to eliminate illegal dumping that have occurred in the past. This is primarily through citizen complaints and through observation by City personnel. The City has also used State laws and passed local ordinances to hold those that dump illegally accountable. These laws and ordinances include:

- □ Mississippi Code Annotated 17-17: Disposal of Waste Tires and Lead Acid Batteries; Right-Way-to-Throw-Away Program
- □ Mississippi Code Annotated 21-19-11 Cleaning Private Property; Notice; Lien; Acknowledgement of Notice of Hearing.
- City of Ridgeland Ordinance 8500171: Ordinance by the Mayor and Board of Aldermen of the City of Ridgeland, Mississippi, Prohibiting the Collection or Existence of Unsightly, Dangerous Or Abandoned Household Or Yard and Garden Appliances, Furniture, Fixtures or Equipment in Residentially Zoned Areas
- City of Ridgeland Ordinance 9000131: An Ordinance Prohibiting the Throwing or Depositing of Litter in Public Places in the City of Ridgeland: Controlling the Depositing of Litter on Private Premises: Providing a Line for City Clearance: And Prescribing Penalties for the Violation of Its Provisions
- □ City of Ridgeland Junk Car Ordinance (See <u>https://www.ridgelandms.org/wp-content/uploads/2010/09/junkcars.pdf</u>)
- Property Maintenance Code of the City of Ridgeland (See <u>https://www.ridgelandms.org/wp-content/uploads/2010-PMC-of-CoR.pdf</u>)

A copy of these laws and ordinances can be found in Appendix C to this SWMP.

Once illegal dumping has been identified, the following approach is taken to clean up and eliminate the open dump.

 Private Property - The City responds to any reports of illegal dumping and when they are on private property has them cleaned up in accordance with the City's 2010 Property Maintenance Code. The City's procedure is to provide a 20-day notice to the property owner to have the illegal dump cleaned up by removing the wastes and properly disposing of the refuse. If the refuse is not removed in the 20-day period, a citation to



appear in City Court is issued to the private property owner. The maximum penalty is \$1,000.00 for each day that the property is out of compliance.

The City relies on Mississippi Code Annotated 21-19-1, General Powers of Municipal Governing Authorities; Collection and Disposal of Garbage and Rubbish for this authority. If the owner still will not clean up their property, the Code Enforcement Officer in the City's Community Development Department will adjudicate the cleaning of the property through the Mayor and Board of Aldermen. The Public Works Department will then clean the property with its resources and report the cost to the Code Enforcement Officer to be placed as a tax lien on the property in accordance with Mississippi Code Annotated 21-19-11 Cleaning Private Property; Notice; Lien; Acknowledgement of Notice of Hearing.

2. Public Property and Rights-of-Way - If the illegal dumping is on a public rights-of-way or public property, the City Public Works Department will immediately clean up the site by removing the refuse and disposing of it in a MDEQ-approved and appropriate waste facility based on the type of materials dumped. The City's Public Works Department will also report the illegal dump to the Ridgeland Police Department to investigate to determine who is doing the illegal dumping and prosecute the responsible party(ies) for littering under the City's Ordinance 9000131, An Ordinance Prohibiting the Throwing or Depositing of Litter in Public Places in the City of Ridgeland: Controlling the Depositing of Litter on Private Premises: Providing a Line For City Clearance: And Prescribing Penalties For the Violation of Its Provisions.

The City is fortunate, through active citizen involvement and the City's enforcement efforts, that these types of illegal dumps are rare within the City limits and when they do occur, they are dealt with immediately in accordance with the process described above.

The City relies primarily on its Community Development Department's code enforcement personnel to address illegal dumping, junk cars, overgrown properties, dilapidated buildings, illicit discharges, and littering. The contact information for the persons responsible for this in the City in Table 3-10 provided below.

City of Ridgeland Community Development Contacts						
Georgia Trebiski Drew Smith						
(601) 856-3877	(601) 856-3877					
Georgia.treviski@ridgelandms.org	drew.smith@ridgelandms.org					

**Table 3-10:** Contact Information for City of Ridgeland Community Development

 Personnel Responsible for Illegal Dumps in the City

# 3.10 Closed Solid Waste Facilities

The City is not aware of any closed solid waste facilities in the planning area. The City reviewed publicly available documents at MDEQ and USEPA to determine if there were any identified sites in the City's planning area and found none.



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# Chapter 4.0

# FINANCING OF PRIMARY SOLID WASTE SYSTEM COMPONENTS

The City's solid waste management program is currently delivered to its citizens and stakeholders through the City's departments and through contracts with private service providers. Chapter 4.0 provides information on the costs associated with the system and the financing of the City's primary solid waste system components included in this Plan.

# 4.1 System Costs

In compliance with Mississippi Code Annotated Section 19-5-109(1), the City has made a good faith effort to estimate the cost of garbage and rubbish collection and disposal services. Assumptions used in calculating the system costs and financing are identified in this section.

The City does not own or co-host a solid waste facility and contracts for most of the services required to operate the City's solid waste management program. The significant cost associated with the City's solid waste management program is the contract with Waste Management for pickup, disposal, and recycling. The Waste Management costs for the last three years are shown below in Table 4-1.

			FYE
Waste Management Services	FYE 30SEP2019	FYE 30SEP2020	30SEP2021 (thru March 2021 – 6 mos)
Residential and Light Commercial Pickup	\$1,019,981.86	\$1,036,964.94	\$577,418.60
Recycling	\$443,690.18	\$454,188.92	\$235,711.72
TOTAL Waste Management COST	\$1,463,672.04	\$1,491,153.86	\$813,130.32

Table 4-1: Waste Management Company Services & Costs for FYE2019, FYE2020, and FYE2021 thru March 2021

The payments to Waste Management are provided in Appendix P.

Costs for the City's solid waste management program are included in the City's budgets associated with (1) the Public Works Department's Street Department and (2) the City's Sanitation Enterprise Fund. The City's budgets are based on a fiscal year (FY) basis that begins on October 1<sup>st</sup> and ends on September 30<sup>th</sup> of the following year.

The costs are incurred in two ways – through contracted services and through labor, equipment, and expenses charged from the City's Public Work Department's Street Department. Historically, these costs have not been deliberately segregated from the other Street Department activities because the City has not accounted for solid waste as a separate cost center. The labor and equipment in the Street Department are also used for both City development, repair, and maintenance of City streets and drainage and used in the City's solid



waste management program. For example, the same crew that repairs drainage issues on the streets also collect large yard debris for the solid waste programs. These costs have not historically been measured to determine the split of costs between the actual development, repair, and maintenance of streets and the actual development of the solid waste management programs. Copies of the City's budgets for the Public Works Street Department are included in Appendix Q.

The City also tracks costs associated with the solid waste management program through its Sanitation Enterprise Fund. The fees charged for solid waste pickup and recycling are captured in this Fund. Also, one hundred percent of the costs paid from this fund are costs associated with the solid waste program. The details associated with the City's Sanitation Enterprise Fund are included in the City budgets in Appendix R.

For this initial comprehensive SWMP, the City made a good faith effort to estimate the costs associated with its current solid waste management program. Using the budgets included in Appendix Q, the City estimates that approximately \$1,500,000 of the Street Department's FY2018-2019 (October 1, 2018, through September 30, 2019), spending of \$5,127,689.26 was spent on costs incurred for the City's solid waste program. This amounts to approximately 29.3% of the City's Street Department spending. Together with the \$1,457,115 spent in the same FY from the City's Sanitation Enterprise Fund, the City spent a total of \$2,957,115 on the solid waste program FY ending (FYE) September 30, 2019.

Applying the same percentage spending for the City's Street Department and using the budgets
in Appendix Q would indicate the costs associated with the solid waste program as shown in
Table 4-2 below.

FISCAL YEAR	CITY'S STREET SPE	DEPARTMENT END	SANITATION ENTERPRISE	TOTAL SOLID WASTE	
ENDING	Total Streets Spend	Streets Solid Waste Spend	FUND SPEND	SPEND	
30SEP2018	Not Available	Not Available	\$1,423,925	Not Available	
30SEP2019	\$5,127,689.26	\$1,500,000	\$1,457,115	\$2,957,115.00	
30SEP2020	\$6,467,527.77	\$1,891,942.19	\$ 1,464,344	\$3,356,286.19	
30SEP2021 (budget)	\$6,767,338.40	\$1,979,645.62	\$1,619,440	\$3,599,085.62	

**Table 4-2:** Solid Waste Costs from City PWD Streets Department and Sanitation Enterprise Fund for FYE2019, 2020, and 2021

Based on the FYE2019 total costs shown above and the total waste tonnage presented in Chapter 2 of 40,654 tons, the cost per ton to the City is shown in the equation below as approximately:

FYE Total Cost of \$2,957,115 ÷ 40,654 total tons = \$72.73/ton

This is based on net tonnage, after the City's significant recycling amount is removed.



The chart below in Figure 4-1 illustrates the total solid waste program spend and the amounts from the City's Street Department and the City's Sanitation Enterprise Fund.



Figure 4-1: City's Solid Waste Management Program Past Three Fiscal Year Spending

In the City of Ridgeland, operating revenue for the City's solid waste management program is collected from fees that are collected monthly. In Ridgeland, residential waste pickup and recycling are funded through user fees to the Sanitation Enterprise Fund. The current unit rates charged are shown in Table 4-3 below.

Solid Waste System	Rate per Month Charged	Level of Service	City or Contractor	Cost to the City per Pickup per Month
Residential Curbside Solid Waste Pickup	\$13.75	2 times per week	Contractor	\$13.90
Light Commercial Curbside Solid Waste Pickup	\$19.50	2 times per week	Contractor	\$19.50
Residential Curbside Recycling	\$5.75	2 times per week	Contractor	\$5.41
Madison County Schools Container Pickup	No Charge	1 time per month	Contractor	\$63.98
Multi-Family Container Pickup	No Charge	1 time per month	Contractor	\$649.76

 Table 4-3: City of Ridgeland Garbage and Recycling Rates



Detailed information regarding the collection and disposal of municipal solid waste by the City can be found in the "Residential Garbage Management" section of this plan.

The City currently subsidizes the collection of recyclables for the Madison County School System for schools in Ridgeland and for two multifamily residential locations.

In addition, as can be seen in Table 4.3 above that the cost to the City for Residential Curbside Solid Waste pickup is more than the rate charged. The City has elected to not raise the rate for these services due to a large balance in the Sanitation Enterprise Fund of approximately \$500,000.00.

Should the cost of waste collection and disposal contracts increase or if new City operated programs need to be funded or expanded, the City will evaluate financing options at that time.

The City will establish a more accurate method of measuring and tracking costs associated with the solid waste management program before the next update to this solid waste management plan.

# 4.2 Financing Options

Currently the City has sufficient funding to operate their solid waste management program between the user fees and the Public Works Street Department budget. However, the City has a number of financing options at its disposal to finance public expenditures for solid waste management components and services, if needed. These options include capital financing and operating revenues. Additionally, the City has historically accessed state and federal funds when required to assist in managing solid waste in the City's planning area.

The City's ability to use capital financing, should it be required, would include the use of current revenues, borrowed funds, private financing, and grant funds. The City could use general obligation, revenue bonds, bank loans, leasing, and other government debt instruments if necessary, to pay for capital improvements determined necessary to implement its solid waste management program and its components.

Additionally, the City can use operating revenue to cover expenses that generally can be obtained from tax financing, user fees, and selected grants. Tax financing is an option most used to finance solid waste management systems. These taxes include proceeds from property taxes, sales tax, utility taxes, and/or special tax levies. User fees are also available to provide funds and would be evaluated in the future if the City requires additional funds for its solid waste management program.

The City has historically accessed grant funds to fund a portion of capital expenditures. A summary of past MDEQ grant funds is shown below in Table 4-4.



MDEQ GRANTS						
DATE	SOURCE	AMOUNT		USE		
7/16/2007	MDEQ - SOLID WASTE	\$ 18,2	281.10	HHHWD		
10/13/2009	MDEQ - SOLID WASTE	\$ 21,0	00.00	HHHWD		
10/27/2010	MDEQ - SOLID WASTE	\$ 21,0	00.00	HHHWD		
5/19/2011	MDEQ - SOLID WASTE	\$ 14,0	090.00	HHHWD		
8/17/2012	MDEQ - SOLID WASTE	\$ 25,0	00.00	HHHWD		
10/11/2013	MDEQ - SOLID WASTE	\$ 25,0	00.00	HHHWD		
8/27/2014	MDEQ - SOLID WASTE	\$ 24,9	956.00	HHHWD		
10/26/2015	MDEQ - HHWD	\$ 25,0	00.00	HHHWD		
2/10/2017	MDEQ - BIG BELLY	\$ 15,4	400.00	Solar Powered Recycling Containers		
6/12/2018	MADISON COUNTY	\$ 7,5	500.00	HHHWD		
	TOTAL	\$197,22	27.10			

**Table 4-4:** MDEQ Grants Provided to the City of Ridgeland in the Past

In times of natural disaster, the City has obtained grant funds from FEMA. Table 4-5 shows the last FEMA funds received after Hurricane Katrina's impact on the City's planning area.

FEMA FUNDS FOR HURRICANE KATRINA IMPACTS						
DATE	SOURCE	AMOUNT	USE			
4/14/2006	FEMA	\$ 50,723.13	Debris Clean up			
5/19/2006	FEMA	\$ 11,448.49	TRAFFIC SIGNAL HEADS, WOODEN PRIVACY FENCE			
10/3/2006	FEMA	\$ 216,480.87	Debris Clean up			
10/31/2006	FEMA	\$ 33,741.43	FIRE DEPARTMENT HELP WAVELAND			
12/28/2006	FEMA	\$ 35,209.84	Debris Clean up			
1/8/2007	FEMA	\$ 8,086.31	Debris Clean up			
4/18/2007	FEMA	\$ 5,427.50	Debris Clean up			
6/12/2008	FEMA	\$ 15,935.10	Debris Clean up			
5/19/2009	PHASE 3 LIFT STATION	\$ 149,165.00	GENERATORS FOR LIFT STATIONS			
2/9/2010	GRANT FOR LIFT STATION	\$ 3,479.00	GENERATORS FOR LIFT STATIONS			
	TOTAL	\$529,696.67				

**Table 4-5:** FEMA Funds Provided to the City of Ridgeland in the Past

The City will continue to look for opportunities to use selected grants to provide for capital and operational expenditures associated with its needs.

For the foreseeable future, there are sufficient options available to fund additional capital or operational expenditures, should the City have any.



# Chapter 5.0

# SOLID WASTE NEEDS ASSESSMENT SUMMARY

This chapter provides a comprehensive summary of a solid waste needs assessment conducted by the City in evaluating the existing solid waste management system. The needs identified previously in this SWMP on the primary solid waste system and special waste management components are summarized to indicate the overall needs of the solid waste management system components for the City's planning area.

## **Projected Solid Waste Quantities**

As explained in Chapter 1, the City of Ridgeland is expecting population growth from 24,449

people in 2019 to a population of 29,174 in 2040. The City's Community Development department projected population based on new average housing units in the future which provided population projections for 2025, 2030, 2035, and 2040. The population projections for those years are shown in Table 5-1.

Year	Population
2019	24,449
2025	25,779
2030	26,924
2035	28,049
2040	29,174

 Table 5-1: City of Ridgeland Population

Projections through 2040.

The U.S. Census Bureau has released 2020 population for the City since the start of this SWMP development. The 2020

census resulted in a City population of 24,340 people. While this result is a population that is less than the original 2019 estimated population the City used in this SWMP, it does not include the approximately 345 people in the recently annexed area. Once the annexed area population is included, the 2020 population would be 24,685 people which is approximately a one percent increase from 2019 to 2020 which is consistent with the 0.9 projection the City used in its population projections for this SWMP.

Based on surveys and information from the City's solid waste system, the per capita solid waste generation rate in the City is 9.1 pounds per day per person. Using the City's population projections and applying this generation rate, the City calculated the total waste generated in five-year increments for the 20-year planning period. Table 5-2 below summarizes the solid waste quantities generated over this period.

City of Ridgeland SWMP as approved by Board of Aldermen on [month] [day], [year]



# **Projected Population Size and Total Waste Generation** City of Ridgeland

City of Ridgeland Projections/Averages							
Year	Average New Residential Units		Est. Annual Increase	Estimated Population	pounds/ person/ day	annual tons of waste generated	
2019	53	2.25		24,449	9.1	40,654	
2025	100	2.25	225	25,799	9.1	42,899	
2030	100	2.25	225	26,924	9.1	44,769	
2035	100	2.25	225	28,049	9.1	46,640	
2040	100	2.25	225	29,174	9.1	48,511	
Total Growth Population		on Growth	4,725	Waste Growth	7,857		

Table 5-2:
 City of Ridgeland (Projected) Population and Waste Generated through 2040

While the City is expecting the solid waste generated in the City's planning area to continue to grow with the population as shown in Figure 5-1 below, the City will explore ways to increase the recycling component to keep the solid waste quantity generated, that cannot be diverted for landfill disposal, at lower levels. The waste generated below provides a conservative estimate of future waste quantities over the next 20 years.

City of Ridgeland SWMP as approved by Board of Aldermen on [month] [day], [year]





Figure 5-1: City of Ridgeland Waste Quantities (Projected) - 2019 to 2040

### **Projected Solid Waste Composition**

The City conducted surveys and a solid waste composition field study during the preparation of this SWMP. The details of the City's solid waste composition are provided in Chapter 2.

The City does not expect the composition elements of the solid waste generated over the next 20 years to significantly differ from the current composition elements. A summary of the current MSW composition is shown in Figure 5-2.



Figure 5-2: City of Ridgeland Current Waste Composition

City of Ridgeland SWMP as approved by Board of Aldermen on [month] [day], [year]



The City compiled additional waste stream information to more fully understand the overall composition of waste generated in the City's planning area. Based on these efforts by the City, and more fully described in Chapter 2, the estimated quantity of solid wastes generated in the City in 2019 by source category is shown in Table 5-3 below.

Source Category	Estimated Annual Tons	Percent	
Commercial Solid Waste	22,530.0	32.7%	
Residential Curbside Solid Waste	6,949.0	10.1%	
Multi-Family Solid Waste	5,036.0	7.3%	
Yard Waste (City Pickup)	4,134.0	6.0%	
Commercial Recycling	1,212.0	1.8%	
Nursing Homes and Assisted Living Facilities Solid Waste	1,028.0	1.5%	
Residential/ Light Commercial Recycling Curbside and Drop Off Points	869.0	1.3%	
Public School Solid Waste	664.0	1.0%	
Non Residential Curbside Solid Waste	160.0	0.2%	
University Solid Waste	153.0	0.2%	
Nursing Homes and Assisted Living Facilities Recycling	73.0	0.1%	
Household Hazardous Waste Recycling	12.5	0.0%	
City's Asphalt Recycling Program	26,144.0	37.9%	
Total Wastes Generated	68,964.5	100.0%	

Table 5-3: City of Ridgeland Waste Generation Categories and Quantities

Also, as described in the details of this SWMP in Chapter 2, many components of the waste generated annually are recycled in the City's planning area. These amounts are removed from the overall wastes generated above to arrive at the total overall annual waste generated in the City's planning area. The recycled wastes are shown below in Table 5-4.

/

Source Category	Estimated Annual Quantity (in tons)	Percent of Total Wastes Recycled
Commercial Recycling	1,212.0	4.3%
Residential/ Light Commercial Recycling Curbside and Drop Off Points	869.0	3.1%
Nursing Homes and Assisted Living Facilities Recycling	73.0	0.3%
Household Hazardous Waste Recycling	12.5	0.04%
City's Asphalt Recycling Program	26,144.0	92.3%
Total Waste Recycled	28,310.5	100.0%

 Table 5-4:
 City of Ridgeland Recycled Waste Generation Categories and Quantities

City of Ridgeland SWMP as approved by Board of Aldermen on [month] [day], [year]



Using the percentages of each waste element generated and recycled produces the summary for future waste composition over the next 20 years shown in Table 5-5 below.

Wastes Generated & Recycled with City's Asphalt Re-Use Program - 2019 to 2040						
Waste Source Category	2019 Estimated Annual Tons	Percent	2025 Waste Generated	2030 Waste Generated	2035 Waste Generated	2040 Waste Generated
Commercial Solid Waste	22,530.0	32.7%	23,755.6	24,810.7	25,847.4	26,884.1
Residential Curbside Solid Waste	6,949.0	10.1%	7,327.0	7,652.5	7,972.2	8,292.0
Multi-Family Solid Waste	5,036.0	7.3%	5,310.0	5,545.8	5,777.5	6,009.3
Yard Waste (City Pickup)	4,134.0	6.0%	4,358.9	4,552.5	4,742.7	4,932.9
Commercial Recycling	1,212.0	1.8%	1,277.9	1,334.7	1,390.5	1,446.2
Nursing Homes and Assisted Living Facilities Solid Waste	1,028.0	1.5%	1,083.9	1,132.1	1,179.4	1,226.7
Residential/ Light Commercial Recycling Curbside and Drop Off Points	869.0	1.3%	916.3	957.0	997.0	1,036.9
Public School Solid Waste	664.0	1.0%	700.1	731.2	761.8	792.3
Non Residential Curbside Solid Waste	160.0	0.2%	168.7	176.2	183.6	190.9
University Solid Waste	153.0	0.2%	161.3	168.5	175.5	182.6
Nursing Homes and Assisted Living Facilities Recycling	73.0	0.1%	77.0	80.4	83.7	87.1
White Goods	20.0	0.03%	21.1	22.0	22.9	23.9
Household Hazardous Waste Recycling	12.5	0.0%	13.2	13.8	14.3	14.9
Tires	12.0	0.02%	12.7	13.2	13.8	14.3
City's Asphalt Recycling Program	26,144.0	37.9%	27,566.2	28,790.6	29,993.6	31,196.6
Total Wastes Generated	68,996.5	100.0%	72,749.8	75,981.1	79,155.9	82,330.7
LESS	RECYCLING					
RecyclingSource Category	2019 Estimated Annual Quantity (in tons)	Percent of Total Wastes Recycled	2025 Recycle Amounts	2030 Recycle Amounts	2035 Recycle Amounts	2040 Recycle Amounts
Commercial Recycling	1,212.0	4.3%	1,277.9	1,334.7	1,390.5	1,446.2
Residential/ Light Commercial Recycling Curbside and Drop Off Points	869.0	3.1%	916.3	957.0	997.0	1,036.9
Nursing Homes and Assisted Living Facilities Recycling	73.0	0.3%	77.0	80.4	83.7	87.1
Household Hazardous Waste Recycling	12.5	0.04%	13.2	13.8	14.3	14.9
White Goods	20.0	0.1%	21.1	22.0	22.9	23.9
Tires	12.0	0.04%	12.7	13.2	13.8	14.3
City's Asphalt Recycling Program	26,144.0	92.2%	27,566.2	28,790.6	29,993.6	31,196.6
Total Waste Recycled	28,342.5	100.0%	29,884.3	31,211.6	32,515.8	33,820.0

 Table 5-5:
 City of Ridgeland 20-Year Projections of Waste Generated and Recycling Composition

The City intends to periodically evaluate various aspects of the waste streams identified in Table 5-3 and periodically validate future composition compared with the waste composition field study performed for the development of this SWMP and the survey information obtained.

The City also assessed the composition of the recycling components in the planning area waste stream. The percentage based on the composition of sources in Table 5-3 and Table 5-4 indicate an annual recycling rate of 41%. While this rate is significantly above the State's goal of 25%, the City acknowledges that the recycling rate is heavily affected by the City's asphalt recycling program and there remain opportunities to significantly increase the rate by diverting more commercial waste, yard waste, and C&D debris away from landfill disposal. The City intends to conduct a future study of the overall City recycling program to determine methods and changes to the recycling program to increase recycling. This is further described in the Additional Recycling or Waste Reduction Needs section below.

City of Ridgeland SWMP as approved by Board of Aldermen on [month] [day], [year]



## Existing Disposal Capacity Adequacy

Chapter 2 (section 2.1 and 2.2) and Chapter 3 (section 3.1 and 3.2) provide details of the SWM facilities located within the City's planning area and those SWM facilities outside the City's planning area available and/or currently used by the City. These SWM facilities included both MSW landfills, rubbish landfills, and specialty disposal facilities for tires and medical waste. The City recognized the location of the recycling facility that receives its marketable recyclables. Each of these types of SWM facilities are summarized below.

## Municipal Solid Waste Facilities

The City currently disposes of its MSW at the Clearview Environmental Control Facility in Scott County, Mississippi located outside the City's planning area. The Clearview landfill is permitted by MDEQ under permit number SW06201A0417, which was issued on November 28, 1989 according to the MDEQ Active Facility Listing – April 2018 – March 2019.

According to MDEQ's Annual Status Report on Solid Waste Management Facilities and Activities for Calendar Year 2019, the Clearview facility has a permitted area of 145 acres and received a total of 504,666 tons of wastes in 2019, with 182 tons coming from Alabama. The Clearview facility receives waste in varying quantities from 44 of Mississippi's 82 counties including Madison County and the City.

The landfill was permitted for 23,865,090 cubic yards of airspace and in the 2019 status report reported an estimated remaining airspace of 13,206,210 cubic yards, indicating that the landfill has 55% of its capacity remaining. The 2019 reports a remaining life at Clearview of 24 years at its current operating capacity. This is beyond the City's 20-year planning horizon in this SWMP.

The Clearview Environmental Control Facility has sufficient capacity to meet the anticipated growth in solid waste generated in the City's planning area for the next 20 years without any additional diversion of wastes. However, with the City's intent to address diverting more wastes through source reduction, recycling, or reuse the City's waste to be disposed at Clearview should remain a small quantity of the facilities overall waste.

Additionally, the City has access to the Little Dixie MSW landfill (MDEQ Permit # SW04501A0238) and the City of Canton MSW landfill (MDEQ Permit # SW04501B0378). The combination of these facilities provides adequate capacity for the City's solid waste disposal needs for the 20-year planning timeframe if they need to supplement disposal at Clearview.

City of Ridgeland SWMP as approved by Board of Aldermen on [month] [day], [year]



## **Rubbish Landfill Facilities**

The City currently uses the Madison South rubbish landfill facility inside the City's planning area and operates under MDEQ permit number SW0450020526. The City also sends some of its yard waste to the Clearview Environmental Control Facility which could also be diverted to this Madison South facility. Regardless, the Madison South rubbish landfill would provide enough capacity for the City's future rubbish disposal. As of 2019, the estimated remaining landfill area was 36 acres, which provides an estimated life remaining of 84 years at its current total waste received. In 2019, Madison South reported total waste received of 40,374 tons/year.

Additionally, the Canton Rubbish Site is owned and operated by the City of Canton and is located at 303 Soldiers Colony Road, Canton, MS 39046, with a latitude of 32.597000 and a longitude of -90.066472. The landfill is under MDEQ permit number R1-014 for 37 acres of disposal area. As of 2019, the estimated remaining landfill area was nine acres, which provides for an estimated life remaining of 13 years. In 2019, the Canton Rubbish Site reported total waste received of 17,139 tons/year. This facility provides another option for the City to dispose of rubbish from its planning area.

The Mt. Helms Road rubbish disposal site in Ranking County also provides an option for the City if required.

The City believes that the current rubbish landfills provide sufficient capacity for rubbish disposal in the City's planning area.

## Solid Waste Services and Disposal Capacity Needs

The City believes its solid waste services and disposal capacity currently meets the needs in the planning area. However, as the City has developed this initial comprehensive SWMP, it has identified areas in its solid waste services and disposal capacity needs where additional study and evaluation may need to be conducted. The following are these assessment areas:

- The City recognizes a possible weakness may exist in understanding, tracking, and effectively managing the non-hazardous waste generated by commercial businesses and institutions in the City. The City also acknowledges that the current light commercial recycling rates provide an opportunity to produce significantly more reductions in wastes that may be currently going to a landfill for disposal. The City will work to better understand this component of its solid waste management program and, if necessary, prepare processes and systems to manage this area more effectively before the next update of this SWMP.
- The City's approach to measuring and recording the yard waste generation quantities needs to be evaluated in the future to determine if another approach can be developed to provide a more accurate depiction of yard waste generated in the City's planning area. The City will investigate this before the next update of this SWMP.

City of Ridgeland SWMP as approved by Board of Aldermen on [month] [day], [year]



## Wastewater Sludge/Bio-solids Management Needs

The City of Ridgeland has no municipal wastewater sludge or biosolids managed in the planning area. The City's sewerage system collects domestic and commercial wastewater and conveys it south to the City of Jackson's Savanna Street Wastewater Treatment Plant (WWTP) for

treatment. Associated sludge and biosolids from this treatment are managed and disposed by the City of Jackson.

Savanna Street WWTP is located south of the Jackson City Center off Interstate-55 South and operates under MDEQ National Pollutant Discharge Elimination System (NPDES) permit number MS0024295. Savanna Street WWTP's location relative to the City is shown in Figure 5-3.

The City will prepare a contingency strategy to plan for the risk associated with relying solely on the Savanna Street WWTP. (49) Ridgeland Ashland Estates Inton Flowcood Brandon Brand

The City obtains its drinking water from groundwater wells requiring no chemical



treatment. Consequently, the City has no drinking water treatment sludge needs.

### Additional Special Waste Management Needs

Although there is some capacity for current and future C&D "Special Waste" debris for the City's planning area, there is a need for a coordinated review of City ordinances so that the management of these wastes can be better addressed. The City's goal would be to ensure continued proper management of these wastes as the City grows. Also, applicants for building permits can be required to have arrangements for proper disposal of all debris, including special wastes before a building permit is issued. The City will explore the need for additional ordinances to address C&D "Special Waste" debris before the next update of this SWMP.

### **Additional Disaster Debris Management Needs**

Although it is difficult to imagine a disaster event of such a magnitude that would overwhelm the City's resources, it is critical to plan for the worst. Specifically, it is important to plan a system to document all the details in case FEMA funds are requested.

City of Ridgeland SWMP as approved by Board of Aldermen on [month] [day], [year]



Currently, if a disaster should occur that would generate large amounts of disaster debris, the City of Ridgeland finds itself at an advantage due to the relatively large number of landfills in Madison County and Scott County that are available to it. This includes the two MSW Landfills currently operating in Madison County (Little Dixie and City of Canton) and two rubbish sites permitted (City of Canton and Madison South rubbish sites) in the county.

The City will develop a process document for Disaster Debris Management needs before the next update of this SWMP.

## Additional Recycling or Waste Reduction Needs

Although the City believes it has a progressive and significant recycling program, it plans to continuously improve its program. The City will develop an evaluation and study areas to improve its existing recycling program. Based on analyzing the information and data collected for preparing this SWMP, the City intends to consider and evaluate other waste reduction strategies that include:

- 1. Commercial Businesses the surveys indicate that there is substantial room to improve recycling with commercial businesses in the City's planning area. A more formal recycling program for commercial business is a key waste reduction strategy for the City. Since these businesses generate the second largest quantity of recycled materials, after the City's asphalt recycling program, and the City was told in surveys that most respondents did not recycle, the City believes it is imperative that this waste stream is included in a more formal waste reduction program in the future.
- 2. Multi-Family Residential while a small number of apartment complexes recycle, this category of the waste stream is third largest and will be included in any future waste reduction program.
- 3. Yard Waste this area of the City's solid waste management program has great potential to keep wastes from being landfilled. Although the City does not have a good understanding of the overall accuracy of yard waste quantities, the City believes this is an area of recycling that can provide significant benefit to the City's planning area.
- 4. E-Waste the City's work on this SWMP has demonstrated that a better understanding of electronic wastes is necessary for the City to provide the best support to recycling these special wastes. The City believes this is an area of recycling that can provide significant benefit to the City's planning area.

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- 5. Waste Tires the City identified that it needs to obtain a better understanding of the waste tire management processes in place across the City. Although the City has limited discarded wastes in the City limits it is possible that waste tires generated from sales in the City are contributing to illegal disposal in other parts of the County. The City will evaluate the processes and mechanisms in the City to manage waste tires and use this understanding to determine future actions that may be needed.
- 6. Establish a City Recycling Coordinator the City believes it should evaluate establishing a formal recycling coordinator for the City. This person would recommend the who, what, where, and why particular programs are implemented and how they perform to the Mayor and Board of Aldermen. They would also manage and enforce the City's reuse and recycling program.
- 7. Environmental Service Center the City believes it would benefit from an Environmental Service Center in the City of Ridgeland that is more convenient for residents, businesses, and adjacent communities to dispose of HHW and other specialty wastes. There are currently MDEQ grants available to establish and operate these facilities and the City intends to investigate the feasibility of securing these funds to establish the Ridgeland Environmental Service Center.

## Additional Illegal Dumping Prevention and Abatement Program Needs

The City is fortunate, through active citizen involvement and the City's enforcement efforts, that these types of illegal dumps are rare within the City limits and when they do occur, they are dealt with immediately in accordance with the process described earlier in Chapter 3 of this SWMP.

The City relies primarily on its Community Development Department's code enforcement personnel to address illegal dumping, junk cars, overgrown properties, dilapidated buildings, illicit discharges, and littering.

The City does not see a current need for additional illegal dumping prevention or abatement programs beyond those already in place.

## Facility and Program Inventory

The City does not currently believe there is a need for a new solid waste management facility for disposal of waste generated in the City's planning area.

As described above, the City does see a need for an Environmental Service Center in the area

City of Ridgeland SWMP as approved by Board of Aldermen on [month] [day], [year]



for managing HHW and other specialty wastes. The City has committed to study this option and work with MDEQ in achieving it if the study shows it is viable.

The City also intends to evaluate its existing public education and information programs and enhance them to increase public awareness and understanding of the city's solid waste program. This evaluation will identify needs for enhancing the existing public education and information programs and implementing any improvements identified.

The City generates a large amount of yard waste and vegetative debris. As described above, the City intends to improve its understanding of the volumes of this type of waste and study the feasibility of developing a beneficial reuse approach and possible reuse facility such as a composting and/or mulching facility. This may involve the City sponsoring this type of facility or entering into a partnership with a private provider. At this point, this type of facility is only a concept, but the City intends to study this possibility and identify the options available to divert this type of vegetative waste from landfill disposal.

## **Financing Needs**

Currently the City has sufficient funding to operate their solid waste management components and overall program between the user fees and the City's Public Works' Street Department budget. Additionally, the City has a number of financing options at its disposal to finance future public expenditures for solid waste management components and services, if needed. The City also has historically accessed grant funds to fund a portion of capital expenditures when needed. The financing needs currently include the following three items:

- The City will evaluate the benefits of establishing a more accurate method of measuring and tracking costs associated with the solid waste management program before the next update to this solid waste management plan.
- The City will conduct a rate study on its current solid waste services and fees charged for these services. The cost of service for the different services will be determined and compared to the current rate structure. The rate study will also identify areas for increasing rates or adding rates to other services, such as commercial recycling.
- The City will continue to look for opportunities to pursue selected grants to provide for capital and operational expenditures associated with its needs.

City of Ridgeland SWMP as approved by Board of Aldermen on [month] [day], [year]



## Chapter 6.0

## **PROPOSED IMPLEMENTATION SCHEDULE**

This chapter provides a summary of a proposed implementation schedule for the solid waste needs described in Chapter 5. This schedule summary describes the expected timeline for meeting the needs from the City's assessment and is the City's best approximation of the time needed using available resources to perform this work. The City has not identified a need for a new or expanded solid waste management facility inside the City's planning area at this time. The City has identified the need to evaluate additional components of the City's solid waste management system to determine if there are viable improvements that can be made to its solid waste system and programs in order to divert more waste from landfill disposal.

## **Summary of Implementation Schedules**

As described in Chapter 5, the City of Ridgeland performed a comprehensive assessment of solid waste needs based on a thorough evaluation of its existing solid waste management system. The City also wants to explore expanding the household hazardous waste day event. Based on this, the City believes that it does not need any new or expanded solid waste management facilities, but does need to further evaluate its existing waste composition in certain areas to divert more waste to recycling or beneficial reuse.

The City believes that it needs to prepare some documentation associated with its disaster debris and management processes and a contingency strategy for the management of its biosolids in case of any change from its current management strategy. These two documentation needs are included in the schedule summary provided in this chapter.

The City also believes it needs to perform two studies before the five-year update to its SWMP. One study need is an evaluation of non-hazardous waste generated by commercial generators in the City's planning area. The other study need is to better assess yard waste to understand the quantity and quality of the vegetative waste generated in the City's planning area that are currently being landfilled. Based on these evaluations, the City will then conduct a recycling and beneficial reuse optimization assessment to determine if the City needs additional management facilities such as an environmental service center or a beneficial reuse facility. This assessment includes whether the City needs an environmental recycling coordinator on staff.

City of Ridgeland SWMP as approved by Board of Aldermen on [month] [day], [year]



A summary of the needs identified and the schedule for completing this work is shown in Table 6-1 below.

City Identified Need	Start By	Complete By
Explore Expanding Household Hazardous Waste Day Event	Jan-23	Jun-23
Review City's Waste Tire Program and develop MDEQ Grant Request for Assistance	Jan-23	Aug-23
Study City's Commercial and Insitutional solid waste generation, character, and tracking to improve understanding and ways to increase recycling	Jan-23	Aug-23
Update Solid Waste Documents	Jan-25	Dec-25
Develop Biosolids Contingency Plan		
Disaster Debris Management Processe	s	
Conduct evaluation of City's yard & vegetative waste and woody debris to determine feasibility of diverting this waste component from landfill	Jan-24	Dec-24
Review City Ordinances and recommend amendments or additions	Jan-24	Dec-24
Evaluate waste tire generation and processes in place for disposal	Jan-24	Dec-24
Evaluate Electronic Waste generation across City to characterize and quantify waste and define existing disposal mechanisms with their efficiency & effectiveness	Jan-24	Dec-24
Prepare a Recycling and Reuse Optimization Assessment and Plan	Jan-25	Jun-26
Multi-Family Residential Yard Waste Special Waste City Recycling Coordinator Environmental Service Center		
Establish City Recycling Coordinator	Based on Outco Reuse Progr Assessment F	ome of Recycling & am Optimization Recommendation
Prepare an Environmental Service Center Feasibility Study	Based on Outco Reuse Progr Assessment F	ome of Recycling & am Optimization Recommendation
Beneficial Reuse Facility Feasibility Study	Based on Outco Reuse Progr Assessment F	ome of Recycling & am Optimization Recommendation

Figure 6-1: City of Ridgeland Solid Waste System Needs Summary Implementation Schedule

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This summary implementation schedule does not go beyond the needs identified in Chapter 5; however, if an evaluation or study results in a need that the City intends to pursue in the future, then this schedule summary will be updated in an annual review. Annual reviews are described in more detail below.

## **Specific Implementation Issues Relevant to Future Plans**

The City has identified the strategies necessary to recognize the non-hazardous wastes generated in the City's planning area based on this SWMP. The City believes it understands the MSW component of the wastes generated in the City's planning area and will focus its strategy for MSW on updating the composition before the five-year updates to the SWMP. The additional strategies are based on performing the necessary evaluations and assessments to better understand other non-hazardous wastes, specifically in the commercial and vegetative waste components of the solid waste system. Once the City has obtained this additional information, then the City can make more informed decisions on the need for additional solid waste management facilities or resources. If the needs are feasible, the City will consider moving forward with those future solutions.

The primary barrier that will prevent the City from achieving these strategies is funding. Although the City doesn't foresee funding as a barrier for the initial studies shown in the summary implementation schedule, funding will be an issue in investing in any additional positions or solid waste management facilities for the future. The City does intend to take advantage of any grant funding and to evaluate partnerships with governmental or privatesector entities to achieve these potentially significant investments.

The expansion of the Household Hazardous Waste Day event or the establishment of an Environmental Service Center will require additional funding and the City intends to discuss with MDEQ a partnership to determine if state funding may be available to fund these projects. If funding can be raised, then the City may accelerate the schedule on these projects.

The actions required for initiating the project needs shown in the summary implementation schedule shown in Figure 6-1 will begin once the SWMP is approved. The City will begin the planning for these projects once the SWMP is approved by MDEQ and the MCEQ. A Gantt Chart for the City's Implementation Schedule is provided in Figure 6-2 below.

City of Ridgeland SWMP as approved by Board of Aldermen on [month] [day], [year]



CITY SOLID WASTE NEED ITEM	2022	2023	2024		2025		2026		2027
Final Approval of City's SWMP	-								
SWMP Annual Reviews				-		-		<b></b>	
SWMP 5-Year Update									
Explore Expanding Household Hazardous Waste Day Event									
Review City's Waste Tire Program and develop MDEQ Grant Request for Assistance									
Study City's Commercial and Insitutional solid waste generation, character, and tracking to improve understanding and ways to increase recycling									
Update Solid Waste Documents									
	Develop Biol	solids Conting	gency Plan						
	Disaster Deb	ris Manageme	ent Processes						
Conduct evaluation of City's yard & vegetative waste and woody debris to determine feasibility of diverting this waste component from landfill									
Review City Ordinances and recommend amendments or additions									
Evaluate waste tire generation and processes in place for disposal									
Evaluate Electronic Waste generation across City to characterize and quantify waste and define existing disposal mechanisms with their efficiency & effectiveness									
Prepare Recycling & Reuse Optimization Assessment and Plan									
	Commercial	Business							
	Multi-Famil F	Residential							
	Special Waste	e							
	City Recyclin Environment	g Coordinator al Service Cen	nter						
Establish Recycling Coordinator							🔷 TO BE I	DETERMIN	ED HERE
Prepare an Environmental Service Center Feasibility Study							🔷 ТО ВЕ	DETERMIN	IED HERE
Beneficial Reuse Facility Feasibility Study							🔶 TO BE I	DETERMIN	IED HERE

Figure 6-2: Gantt Chart for City's Implementation Schedule

## Annual SWMP Review and Modification

The City will annually review the SWMP and make any corrections or modifications to the Plan's contents including the implementation schedule in this chapter. These reviews will be initiated

City of Ridgeland SWMP as approved by Board of Aldermen on [month] [day], [year]



the first day of January following the MCEQ approval date and completed by January 31<sup>st</sup> of each review year. Items that will be modified are any changes that have occurred in the previous year such as changes in names or contact information, additional information that was derived in the previous year, and any change to the implementation schedule based on the previous year's activities.

## Implementation Schedule Conclusions and Recommendations

The City believes its solid waste services and disposal capacity currently meets the needs in the planning area. However, as the City has developed this initial comprehensive SWMP, it has identified areas in its solid waste services and disposal capacity needs where additional study and evaluation may need to be conducted. These needs are included in the implementation schedule provided in this Chapter and can be performed before the SWMP five-year update allowing the City to make decisions on future needs with better information and sufficient time to implement any future solid waste system needs. It is recommended that if the City determines during a SWMP Annual Review that significant changes have occurred that necessitates accelerating the schedule, the SWMP will be updated to reflect those significant changes.

City of Ridgeland SWMP as approved by Board of Aldermen on [month] [day], [year]



## Chapter 7.0

## ADMINISTRATIVE PROCEDURAL INFORMATION

This chapter provides a comprehensive summary of the process utilized in developing and finalizing the City's local comprehensive plan. Further, this chapter will illustrate the steps taken follow statutory and regulatory procedures for adopting the plan.

## **Coordination Process**

The City began its planning for the development of this SWMP through a resolution passed by the City Board of Aldermen on January 5<sup>th</sup>, 2021. This resolution established a Steering Committee as described in Chapter 1 to provide direction to the City staff and consultant in preparing this SWMP. Additionally, the City informed Madison County of its intention to prepare its own SWMP and be removed from the County's future SWMP.

The Steering Committee has been involved throughout the preparation of this SWMP and has met five times to review the progress made in developing the Plan. The Steering Committee has also provided critical input to the City's solid waste system needs presented in Chapter 5 and the implementation schedule provided in Chapter 6. The Steering Committee met on July 19, 2022 to recommend approval of the draft SWMP and publication for public comment.

The City also worked with MDEQ during the development of this SWMP from the initial inception to obtaining an MDEQ grant to fund the development, and through obtaining MDEQ input on the SWMP as it was drafted.

[As the SWMP is prepared and the letters are sent to adjacent counties of the proposed comprehensive plan this will be detailed and letters referenced in this section will be provided in the Appendices]

## **Public Participation Efforts**

The City began the development of the SWMP during the COVID-19 pandemic. This necessitated the City preparing a public involvement strategy using its web site, social media, and surveys. The City's surveys provided valuable input to the SWMP development team and are reflected int the needs assessment. The City's public participation efforts produced input to the SWMP and the public outreach pieces and input are found in Appendix E.

## THE REMAINING PORTION OF THIS SECTION WILL CONTAIN THE REQUIREMENTS SHOWN BELOW AND WILL BE INCLUDED AT THE END OF THE PUBLIC HEARING

City of Ridgeland SWMP as approved by Board of Aldermen on [month] [day], [year]



A description of the public participation efforts of the planning process will be provided. This should include copies of the public notices, a summary or transcript of public hearings conducted, press releases, and other public notification documents.

• <u>Please note that the public notices will accurately describe the location of a physical copy of</u> <u>the proposed plan for review by the public. The public notice will also include specific details</u> <u>of any new or expanded SWM facility proposed by the plan.</u>

### **New/Expanded Facilities**

The City did not identify a need to expand or construct a new solid waste management facility in the City's planning area at the time of this SWMP. The City will continue to monitor the solid waste system needs in the planning area and describe them at the annual reviews and in the five-year SWMP updates.

### **Public Input Consideration**

[THE CITY WILL PROVIDE INFORMATION FOR THIS SECTION ONCE THE PUBLIC HEARING AND COMMENT PERIOD ARE COMPLETED AND WE HAVE COMPLETED THE RECONCILIATION OF ANY COMMENTS RECEIVED. THE FOLLOWING DESCRIPTION OF THE SECTION REQUIREMENTS IS SHOWN BELOW FROM THE MDEQ GUIDANCE DOCUMENT]

<u>A discussion of the relevant issues/concerns raised during the public hearings and comment period</u> and a description of how the local government considered the comments and the local government's response(s) to the issues identified in the public comment process.

### Modifications to the SWMP

[THE CITY WILL PROVIDE INFORMATION FOR THIS SECTION ONCE THE PUBLIC HEARING AND COMMENT PERIOD ARE COMPLETED AND WE HAVE COMPLETED THE RECONCILIATION OF ANY COMMENTS RECEIVED. THE FOLLOWING DESCRIPTION OF THE SECTION REQUIREMENTS IS SHOWN BELOW FROM THE MDEQ GUIDANCE DOCUMENT]

A description of any modifications or additions made to the draft plan as a result of the public participation process.

### **Formal Adoption Documentation**

[THE CITY WILL PROVIDE INFORMATION FOR THIS SECTION ONCE THE PUBLIC HEARING AND COMMENT PERIOD ARE COMPLETED AND WE HAVE COMPLETED THE RECONCILIATION OF ANY COMMENTS RECEIVED. THE FOLLOWING DESCRIPTION OF THE SECTION REQUIREMENTS IS SHOWN BELOW FROM THE MDEQ GUIDANCE DOCUMENT]

City of Ridgeland SWMP as approved by Board of Aldermen on [month] [day], [year]



Documents confirming formal adoption of the plan by the planning authority including copies of the resolution by the governing body and supporting resolutions from other member entities (Cities, Counties, or other political subdivisions).

## **Submission Details**

[THE CITY WILL PROVIDE INFORMATION FOR THIS SECTION ONCE THE PUBLIC HEARING AND COMMENT PERIOD ARE COMPLETED AND WE HAVE COMPLETED THE RECONCILIATION OF ANY COMMENTS RECEIVED. THE FOLLOWING DESCRIPTION OF THE SECTION REQUIREMENTS IS SHOWN BELOW FROM THE MDEQ GUIDANCE DOCUMENT]

The date and means of submission of the plan to the Department.

## Monitoring and Implementation Schedule

[THE CITY WILL PROVIDE INFORMATION FOR THIS SECTION ONCE THE PUBLIC HEARING AND COMMENT PERIOD ARE COMPLETED AND WE HAVE COMPLETED THE RECONCILIATION OF ANY COMMENTS RECEIVED. THIS MAKE PUSH THE DATES OUT FOR THE MONITORING AND IMPLEMENTATION SCHEDULE DESCROBED HERE AND FOR CHAPTER 6. THE FOLLOWING DESCRIPTION OF THE SECTION REQUIREMENTS IS SHOWN BELOW FROM THE MDEQ GUIDANCE DOCUMENT]

The provisions for monitoring and implementation of the plan and the proposed timetables by the local government.

## Annual Review Schedule

[THE CITY WILL PROVIDE INFORMATION FOR THIS SECTION ONCE THE PUBLIC HEARING AND COMMENT PERIOD ARE COMPLETED AND WE HAVE COMPLETED THE RECONCILIATION OF ANY COMMENTS RECEIVED. THIS MAKE PUSH THE DATES OUT FOR THE MONITORING AND IMPLEMENTATION SCHEDULE DESCROBED HERE AND FOR CHAPTER 6. THE FOLLOWING DESCRIPTION OF THE SECTION REQUIREMENTS IS SHOWN BELOW FROM THE MDEQ GUIDANCE DOCUMENT]

A plan and schedule for ongoing annual review and monitoring of local plan implementation.

City of Ridgeland SWMP as approved by Board of Aldermen on [month] [day], [year]

Appendices

# Appendix A – City of Ridgeland Resolution of Intent

## RESOLUTION OF INTENT OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF RIDGELAND, MISSISSIPPI NOT TO BE INCLUDED IN THE MADISON COUNTY SOLID WASTE MANAGEMENT PLAN

WHEREAS, the Madison County Solid Waste Plan includes the solid waste generated within the City of Ridgeland, Mississippi boundaries and the area served by Ridgeland.; and

WHEREAS, for more than twenty (20) years, the City of Ridgeland's solid waste has been transported to the Clearview Environmental Control Facility in Scott County, Mississippi; and

WHEREAS, the City of Ridgeland does not desire any longer to be included in the local nonhazardous solid waste management plan; and

WHEREAS, by Resolving not to be included in the Madison County solid waste plan, the City of Ridgeland hereby states its intent to prepare a local nonhazardous solid waste management plan in accordance Miss. Code Ann. § 17-17-227 (Rev. 2012).

NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND BOARD OF ALDERMEN FOR THE CITY OF RIDGELAND, MISSISSIPPI, that, the City of Ridgeland does not desire any longer to be included in the local nonhazardous solid waste management plan; and

BE IT FURTHER RESOLVED, Ridgeland plans on developing and submitting for approval by the Mississippi Department of Environmental Quality ("MDEQ") its own local nonhazardous solid waste management plan under Miss. Code Ann. § 17-17-227; and

BE IT FURTHER RESOLVED, the Board of Aldermen hereby adopt this Resolution stating the City of Ridgeland's intent not to be included any longer in the County solid waste management plan;

This Resolution shall be provided to the Madison County Board of Supervisors and the Mississippi Commission on Environmental Quality ("MCEQ").

1

RESOLVED, ADOPTED AND APPROVED by the Mayor and Board of Aldermen of the City of Ridgeland, Madison County, Mississippi at its regular meeting held on the 5<sup>th</sup> day of January 2021.

MOTION made to adopt the foregoing Resolution was made by Alderman D. I. SMITH and SECONDED by Alderman BILL LEE and the foregoing having first been reduced to writing, was submitted to a Roll Call Vote, the result was as follows:

Alderman Ken Heard (Ward 1) voted:	AYE
Alderman Chuck Gautier (Ward 2) voted:	AYE
Alderman Kevin Holder (Ward 3) voted:	AYE
Alderman Brian Ramsey (Ward 4) voted:	AYE
Alderman Bill Lee (Ward 5) voted:	AYE
Alderman Wesley Hamlin (Ward 6) voted:	AYE
Alderman D.I. Smith (At large) voted:	AYE

Whereupon, the Mayor declared the Resolution carried and the Resolution adopted.

SO RESOLVED, this the 5th day of January 2021.

CITY OF RIDGELAND, MISSISSIPPI

BY:

Jene F. McGee, Mayor

ATTEST Paula Tierce, City Clerk

Appendix B – January 5, 2021 Board Meeting Minutes

## 2021-000001

## MEETING OF THE MAYOR AND BOARD OF ALDERMAN OF THE CITY OF RIDGELAND, MISSISSIPPI January 5, 2021 6:00 PM

The Mayor opened the January 5, 2021 meeting of the Mayor and Board of Aldermen to order. Present were Alderman Chuck Gautier, Alderman Wesley Hamlin, Alderman Ken Heard, Alderman Kevin Holder, Alderman Brian Ramsey, Alderman D.I. Smith, Alderman Bill Lee, City Attorney John Scanlon, and City Clerk Paula Tierce. The meeting was opened with an invocation by Alderman Wesley Hamlin followed by the pledge of allegiance.

#### \*\*\*\*\*

The Mayor and Board of Aldermen were provided the FY2021 Street Overlay List and the City Attorney's Statement for Services through December 23, 2020.

#### \*\*\*\*\*

Next came the matter of accepting the Minutes of the December 15, 2020 Board of Aldermen meeting. The Minutes were accepted with no corrections noted.

#### \*\*\*\*\*

Next came the consideration of the Resolution Of Intent Not To Be Included In The Madison County Solid Waste Management Plan. Alderman D.I. Smith moved to approve. The Motion was seconded by Alderman Bill Lee and a vote was taken thereon as follows:

Vote: <u>Aye(s)</u>: Alderman Chuck Gautier, Alderman Wesley Hamlin, Alderman Ken Heard, Alderman Kevin Holder, Alderman Brian Ramsey, Alderman D.I. Smith, Alderman Bill Lee

Nay(s): None

Abstention(s): None

The Mayor then declared the Motion carried. A copy of the Resolution is attached hereto as Exhibit "A".

#### \*\*\*\*\*

Next came the appointment of Mayor Gene McGee, Alderman D. I. Smith, Community Development Director Alan Hart, Public Works Director Mike McCollum, and Asst. Public Works Director Ben Mays to Steering Committee to Establish Solid Waste Plan. Alderman Brian Ramsey moved to approve. The Motion was seconded by Alderman Chuck Gautier and a vote was taken thereon as follows:

Vote: <u>Aye(s)</u>: Alderman Chuck Gautier, Alderman Wesley Hamlin, Alderman Ken Heard, Alderman Kevin Holder, Alderman Brian Ramsey, Alderman D.I. Smith, Alderman Bill Lee

<u>Nay(s)</u>: None

Abstention(s): None

The Mayor then declared the Motion carried.

## 2021-000002

#### \*\*\*\*\*

Next came the consideration to enter into a contract with Blue Creek Consulting. Alderman Ken Heard moved to approve. The Motion was seconded by Alderman Kevin Holder and a vote was taken thereon as follows:

Vote: <u>Aye(s)</u>: Alderman Chuck Gautier, Alderman Wesley Hamlin, Alderman Ken Heard, Alderman Kevin Holder, Alderman Brian Ramsey, Alderman D.I. Smith, Alderman Bill Lee

<u>Nay(s)</u>: None

Abstention(s): None

The Mayor then declared the Motion carried. A copy of the letter of engagement is attached hereto as Exhibit "B".

#### \*\*\*\*\*

(Alderman Brian Ramsey left the meeting)

Next came the consideration of the Petition and Application for Conditional Use Permit for Chase Bank and ATM. Alderman Ken Heard moved the Conditional Use Permit. The motion was seconded by Alderman Kevin Holder and a vote was taken thereon as follows:

Vote: <u>Aye(s)</u>: Alderman Chuck Gautier, Alderman Wesley Hamlin, Alderman Ken Heard, Alderman Kevin Holder, Alderman D.I. Smith, Alderman Bill Lee

Nay(s): None

Absent: Alderman Brian Ramsey

The Mayor then declared the Motion carried. A copy of the Ordinance is attached hereto as Exhibit "C".

\*\*\*\*\*

Next came the consideration of the Site Plan/Architectural Review for Chase Bank and Arrowhead Development Master Plan. Alderman Kevin Holder moved to approve. The motion was seconded by Alderman Chuck Gautier and a vote was taken thereon as follows:

Vote: <u>Aye(s)</u>: Alderman Chuck Gautier, Alderman Wesley Hamlin, Alderman Ken Heard, Alderman Kevin Holder, Alderman D.I. Smith, Alderman Bill Lee <u>Nay(s)</u>: None

Absent: Alderman Brian Ramsey

The Mayor then declared the Motion carried. A copy Site Plan is attached hereto as Exhibit "D".

\*\*\*\*\*

(Alderman Brian Ramsey rejoined the meeting.)

Next came the consideration of the Consent Agenda. Alderman D. I. Smith moved to approve the Consent Agenda as follows:

a) - Ordinance Fixing Compensation of Municipal Election Commissioners, Poll Workers, and Resolution Board - Ordinance Attached Hereto As Exhibit "E"

*b* - Declare Property Surplus (Recreation & Parks) - Resolution Attached Hereto As Exhibit "F"

c - Authorize for RFP for Ridgeland Tennis Center Contract, Freedom Ridge Concessions, and Wolcott Park Concessions - Order Attached Hereto As Exhibit "G"

d - Approve Recommendation of Award for Mosquito Abatement Contract - Order Attached Hereto As Exhibit "H"

e - Approve Payment of Change Order #15 Ridgeland City Hall - Order Attached Hereto As Exhibit "I"

f - Approve Master Agreement Between City of Ridgeland and Jack Henry & Associates for Remit Plus - Order Attached Hereto As Exhibit "J"

g - Approve Sewer Adjustments - Order Attached Hereto As Exhibit "K"

The motion was seconded by Alderman Chuck Gautier and a vote was taken thereon as follows:

Vote: <u>Aye(s)</u>: Alderman Chuck Gautier, Alderman Wesley Hamlin, Alderman Ken Heard, Alderman Kevin Holder, Alderman Brian Ramsey, Alderman D.I. Smith, Alderman Bill Lee

Nay(s): None

Abstention(s): None

The Mayor then declared the Motion carried.

#### \*\*\*\*\*

Next came the payment of claims 165471 - 165767, December 18, 2020 Payroll and January 1, 2021 Payroll. Alderman Bill Lee moved to approve. The Motion was seconded by Alderman Wesley Hamlin and a vote was taken thereon as follows:

Vote: <u>Aye(s)</u>: Alderman Chuck Gautier, Alderman Wesley Hamlin, Alderman Ken Heard, Alderman Kevin Holder, Alderman Brian Ramsey, Alderman D.I. Smith, Alderman Bill Lee

<u>Nay(s)</u>: None

Abstention(s): None

The Mayor then declared the Motion carried.

## 2021-000004

#### \*\*\*\*\*

The Mayor announced the need to go into Executive Session to discuss litigation and potential economic development.

Alderman Chuck Gautier move to go into Closed Session to discuss the need of going into Executive Session to discuss litigation and potential economic development. The motion was seconded by Alderman Brian Ramsey and a vote was taken thereon as follows:

Vote: <u>Aye(s)</u>: Alderman Chuck Gautier, Alderman Wesley Hamlin, Alderman Ken Heard, Alderman Kevin Holder, Alderman Brian Ramsey, Alderman D.I. Smith, Alderman Bill Lee

<u>Nay(s)</u>: None

Abstention(s): None

The Mayor then declared the Motion carried.

### **CLOSED SESSION**

Alderman D. I. Smith moved to go into Executive Session to discuss litigation and potential economic development. The motion was seconded by Alderman Brian Ramsey and a vote was taken thereon as follows:

Vote: <u>Aye(s)</u>: Alderman Chuck Gautier, Alderman Wesley Hamlin, Alderman Ken Heard, Alderman Kevin Holder, Alderman Brian Ramsey, Alderman D.I. Smith, Alderman Bill Lee

<u>Nay(s)</u>: None

<u>Abstention(s)</u>: None

The Mayor then declared the Motion carried.

### **EXECUTIVE SESSION**

Alderman Wesley Hamlin moved to leave Executive Session. The motion was seconded by Alderman Brian Ramsey and a vote was taken thereon as follows:

Vote: <u>Aye(s)</u>: Alderman Chuck Gautier, Alderman Wesley Hamlin, Alderman Ken Heard, Alderman Kevin Holder, Alderman Brian Ramsey, Alderman D.I. Smith, Alderman Bill Lee <u>Nay(s)</u>: None

Abstention(s): None

The Mayor then declared the Motion carried.

\*\*\*\*\*

2021-000005

The Mayor reopened the meeting and announced that there was no action taken by the Board of Aldermen during the Executive Session.

There being no further business before the Board of Aldermen, the Mayor adjourned the meeting at 6:41 p.m.

WITNESS MY SIGNATURE, this the day of January, 2021. C GENE F. MCGEE, MAYOR ATTEST: PAULA TIERCE, CITY CLERK 1899 10003334

\*\*\*\*\*\*\*

Appendix C – Relevant Laws, Ordinances, and Standards



public works

October 10, 2017

Mr. Brooks Wallace, President Debris Tech 925 Goodyear Boulevard Picayune, MS 39466

MAYOR'S OFFICE RECEIVED NOV 0 2 2017 CITY OF RIDGELAND

## RE: NOTICE OF AWARD FY2017 FEMA Eligible Emergency Disaster Debris Monitoring & Management City of Ridgeland, Madison County, Mississippi

Dear Mr. Wallace,

The City of Ridgeland has considered the Proposal submitted by you for the above described WORK in response to its Request for Proposals dated August 2017. You are hereby notified that your Proposal has been accepted for the period extending through the City's current fiscal year ending on September 30, 2021.

You are required by the RFP Guidelines to execute the Contract Agreement and furnish the required Certificates of Insurance within ten (10) days after receipt this NOTICE OF AWARD. Along with these documents you are also required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Dated this 10<sup>th</sup> day of October, 2017.

<u>City of Ridgeland, Mississippi</u> (Owner)

(Signature)

## ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged by DEBRIS TECH

this the 27<sup>th</sup> day of October 2017. ebris Techille (Signature) (Consultant)

mailing address: p.o. box 217 · ridgeland, ms 39158 street address: 304 highway 51 · ridgeland, ms 39157 ph: 601.853.2027 · fax: 601.853.2019 · www.ridgelandms.org

Gene F. McGee, cmo - mayor - John M. McCollum - director of public works

board of aldermen: D.I. Smith, cmo - at-large • Ken Heard, cmo, - ward 1 • Chuck Gautier, cmo - ward 2 Kevin Holder, cmo, mayor pro tempore - ward 3 • Brian P. Ramsey, cmo - ward 4 • Bill Lee - ward 5 • Wesley Hamlin, cmo - ward 6 CONTRACT DOCUMENTS

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FOR

## FEMA ELIGIBLE EMERGENCY DISASTER DEBRIS MONITORING & MANAGEMENT

FY 2017

# the city of RIDGELAND



## CONTRACT

THIS AGREEMENT, made this the <u>4<sup>th</sup></u> day of <u>October</u>, 2017, by and between the CITY OF RIDGELAND MISSISSIPPI hereinafter called "OWNER" and DEBRIS TECH hereinafter called "CONSULTANT".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

- The purpose of this contract is to perform debris monitoring supervision and 1. management services related to the removal and disposal of eligible disasterrelated debris from the City right-of-way (ROW) including streets, roads, parks, and other maintained in-use public property and utility ROWs within the City. The monitoring services are meant to ensure the debris removal contractor is performing the scope of work required by the contract, and document the debris removal operations. The management services shall include, but not be limited to, debris forecasting, pre-event planning, communication with FEMA, FHWA, the State of Mississippi, and other agencies, coordination with insurance representatives, and cost of the debris removal operations, grant funding and reimbursement services. The scope of work is further defined as work eligible under FEMA Public Assistance regulations, policy, and guidance. It will be the responsibility of the Consultant to adhere to all federal debris eligibility regulations, policy, and guidance. It is the intent of the OWNER to enter into a Contract for a period from the Effective Date of the Contract thru September 30, 2021.
- The CONSULTANT will provide debris monitoring and management in accordance with the PROPOSAL, Exhibit "A", and RFP Guidelines, Exhibit "B", for "FEMA Eligible Emergency Disaster Debris Monitoring and Management" dated OCTOBER 2017 hereinafter called CONTRACT REQUIREMENTS.

- 3. The CONSULTANT will furnish all of the material, supplies, tools, equipment, labor and other services necessary for completion of the scope of work in accordance with the CONTRACT REQUIREMENTS.
- 4. The CONSULTANT hereby agrees to commence the work described in the CONTRACT REQUIREMENTS on a date to be specified in a written "NOTICE TO PROCEED". THIS CONTRACT will extend through <u>SEPTEMBER 30, 2021</u>, coinciding with the OWNER'S fiscal year.
- 5. In no event shall the time period for completion of this Contract exceed <u>60</u> calendar days from the NOTICE TO PROCEED, unless the OWNER initiates additions or deletions by written change orders, or in its sole discretion extends this period due to the progress of the debris removal, or the Contract is terminated as provided herein.
- 6. The CONSULTANT agrees to perform all of the work described in the CONTRACT REQUIREMENTS, and comply with the terms therein as shown in the PROPOSAL.
- 7. The term "CONTRACT DOCUMENTS" means and includes the following:
  - (a) This Contract

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- (b) Notice of Award
- (b) Exhibit "A" Executed Proposal Form
- (c) Exhibit "B" RFP Guidelines

9. The CONSULTANT agrees to abide by the following consequences for failure to complete the project within the time specified in the Contract Documents:

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- A. LIQUIDATED DAMAGES CONSULTANT shall pay to OWNER for each and every calendar day that he shall be in default in attaining Completion of the Work within the time stipulated in the NOTICE TO PROCEED the sum of \$<u>300.00</u> as liquidated damages. The CONSULTANT shall be liable for the continued assessment of liquidated damages of \$<u>300.00</u> for each calendar day that he shall be in default in completing the Work within the stipulated time as provided herein. Since the OWNER's losses are due to the CONSULTANT's delay and are not readily ascertainable, the amount provided herein for liquidated damages constitutes agreed damages and not a penalty.
- B. INDEMNIFICATION In addition to payment of the above liquidated damages, CONSULTANT shall fully indemnify and hold harmless the OWNER, and their officers, personnel, and agents from and against: (1) any and all fines, civil penalties, and assessments levied by any State of Mississippi Office or any federal or state court for failure to meet, perform, or comply with any part of the time schedule as defined in the Contract Documents, and (2) any and all claims, damages, losses, expenses, liabilities, actions, judgments, and decrees of any and every nature whatsoever in any manner caused by, resulting from, or arising out of such failure.
- C. RIGHT OF SET-OFF The OWNER, in addition to its other remedies under this Contract and in law and in equity, may deduct from monies which become due to the CONSULTANT under this Contract any unpaid amounts which become due for the OWNER under any of the foregoing provisions.

- 10. Payment for work completed shall be invoiced on a monthly basis. To receive payment, CONSULTANT shall submit invoices to the OWNER for the services provided during the invoice period on an hourly-rate basis in accordance with the hourly rate schedule provided in Exhibit "A" Executed Proposal Form. Work included in these specifications and not identified in the Proposal Form will be priced by change order or supplemental agreement to this contract.
- 11. Time is of the essence to the performance hereunder and the OWNER shall recover from the CONSULTANT any delay costs caused by the acts or omissions of the CONSULTANT or its agents as it relates to debris removal or grant reimbursement. Except as otherwise provided herein, payment shall be made for actual work accepted and completed. For reasonable cause and/or when satisfactory progress has not been achieved by the CONSULTANT during any period for which a payment is to be made, the OWNER may retain a percentage of said payment, not to exceed 5 percent of the Contract value to ensure performance of the Contract. Said cause and progress shall be determined by the OWNER, in its sole discretion, based on its assessment of any past performance of the CONSULTANT and the likelihood that such performance will continue. Upon completion of all Contract requirements, retained amounts shall be paid promptly less any offsets or deductions authorized hereunder or by law.
- 12. The OWNER may withhold final payment for reasons including, but not limited to, the following: unsatisfactory job performance or progress, defective work, disputed work, failure to comply with material provisions of the contract, third-party claims filed, or reasonable evidence that a claim will be filed or other reasonable cause.
- 13. Final payment, less any offsets or deductions authorized hereunder or by law, shall be made within 30 days of the certification of completion of the project by the OWNER's authorized agent provided the CONSULTANT has completed filing of all contractually required documents and certifications with the OWNER's authorized agent including acceptable evidence of the satisfaction of all claims or liens.

- 13. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.
- 14. This CONTRACT may be terminated at any time for the convenience of the OWNER. The OWNER agrees to pay the CONSULTANT for all work completed through the termination date.
- 15. The CONSULTANT shall comply with all Federal, State, County, and Municipal laws, ordinances, and regulations. The CONSULTANT shall not discriminate against any employee or applicant due to sex, race, color, creed, national origin or ancestry. The CONSULTANT further certifies he is eligible to perform this CONTRACT under local and Federal law, is not now and has never been debarred from performing Federal or State government contracts and that all subcontractors used in the performance of this CONTRACT have the same qualifications.

IN WITNESS WHEREOF, the parties hereto have executed or caused to be executed by their duly authorized officials, this Agreement in <u>3</u> copies each of which shall be deemed an original on the date first above written.

		City of Ridgela	and, Mississippi	
ATTEST: BY:		Pro-F. McGee yor Contraction 99		
TITLE: City Clerk	""""""""""""""""""""""""""""""""""""""	400300 <i>83<sup>8420</sup>00</i> .	(SEAL)	
		Debri	s Tech	
	BY:	Doks Wallace,	<u>P.E.</u>	
ΔΤΤΕΩΤ	Litle <u>Pre</u>	sident		
BY: <u>HOME</u> NAME: <u>Herman Ounsa</u> TITLE: <u>Norary Public</u>		ID # 121613 HERMAN LESLIE DUN Commission Expi	i <sup>G</sup> (S≓AL) res	
FY2014 FEMA Eligible Emergency Disaster Debris Remo	/al	AIVERC		Contract-5

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EXHIBIT "A" - NOTICE OF AWARD

**EXHIBIT "B" - EXECUTED PROPOSAL FORM** 

**EXHIBIT "C" - RFP GUIDELINES** 

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 $\rightarrow$  City of Ridgeland

ACORD		DILITY INC		SE I	DATE (I	MM/DD/YYYY)	
CERTIFICATE OF LIABILITY INSURANCE				11/5/2019			
THIS CERTIFICATE IS ISSUED AS A CERTIFICATE DOES NOT AFFIRMAT BELOW. THIS CERTIFICATE OF INS REPRESENTATIVE OR PRODUCER, A	MATTER OF INFORMATION ONL IVELY OR NEGATIVELY AMEND SURANCE DOES NOT CONSTITU ND THE CERTIFICATE HOLDER.	Y AND CONFERS N , EXTEND OR ALTI TE A CONTRACT I	IO RIGHTS ER THE CO BETWEEN	UPON THE CERTIFICA VERAGE AFFORDED THE ISSUING INSURE	TE HOL BY THE R(S), AU	DER. THIS POLICIES THORIZED	
IMPORTANT: If the certificate holder If SUBROGATION IS WAIVED, subjec this certificate does not confer rights	is an ADDITIONAL INSURED, the t to the terms and conditions of t to the certificate holder in lieu of s	policy(les) must hav he policy, certain po- such endorsement(s	ve ADDITIOI olicies may	NAL INSURED provisio require an endorseme	ns or be nt. A sta	endorsed. atement on	
PRODUCER		CONTACT Laurie Mc	rea.				
BXS Insurance		PHONE Full 601-55	4-7327	FAX	v 877-288	<u>~0152</u>	
Hattiesburd MS 39401		E-MAIL ADDRESS: laurie.mccrea@bxsi.com					
		INS	URER(S) AFFOI	RDING COVERAGE		NAIC #	
		INSURER A : Continer	tal Casualty	Company		20443	
	DEBRINC-0	INSURER B : Navigato	ors Insurance	Company		42307	
925 Good Year Blvd		INSURER C : Transpol	tation Insura	ince Company		20494	
Picayune MS 39466		INSURER D : Accident	Fund Nation	nal Insurance Company		12305	
		INSURER E :					
		INSURER F :					
COVERAGES CEF	RTIFICATE NUMBER: 119158678			REVISION NUMBER:			
THIS IS TO CERTIFY THAT THE POLICIES INDICATED. NOTWITHSTANDING ANY RI CERTIFICATE MAY BE ISSUED OR MAY EXCLUSIONS AND CONDITIONS OF SUCH	5 OF INSURANCE LISTED BELOW HA EQUIREMENT, TERM OR CONDITION PERTAIN, THE INSURANCE AFFORE POLICIES. LIMITS SHOWN MAY HAVE	VE BEEN ISSUED TO OF ANY CONTRACT DED BY THE POLICIE: BEEN REDUCED BY I	THE INSURE OR OTHER S DESCRIBE PAID CLAIMS	ED NAMED ABOVE FOR DOCUMENT WITH RESP D HEREIN IS SUBJECT	THE POLI ECT TO V TO ALL T	CY PERIOD VHICH THIS HE TERMS,	
NSR LTR TYPE OF INSURANCE	ADDL SUBR	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYY)	LIM	ITS		
A X COMMERCIAL GENERAL LIABILITY	Ϋ́Υ В6020088716	11/9/2019	11/9/2020	EACH OCCURRENCE	\$ 1,000,	000	
CLAIMS-MADE X OCCUR				PREMISES (Ea occurrence)	\$ 300,00	00	
				MED EXP (Any one person)	\$ 10,000	)	
				PERSONAL & ADV INJURY	\$ 1,000,	000	
GEN'L AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE	\$ 2,000,	000	
				PRODUCTS - COMP/OP AGG	-G \$ 2,000,000		
C AUTOMOBILE LIABILITY	7 7 BUA6020088764	11/9/2019	11/9/2020	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,	000	
X ANY AUTO				BODILY INJURY (Per person)	\$		
X HIRED AUTOS ONLY HIRED AUTOS ONLY X AUTOS ONLY X AUTOS ONLY				BODILY INJURY (Per acciden PROPERTY DAMAGE (Per accident)	s \$		
					\$		
	r r B6045467767	11/9/2019	11/9/2020	EACH OCCURRENCE	\$ 5,000,	000	
				AGGREGATE	\$ 5,000,	000	
D WORKERS COMPENSATION	7 M/CV/619920800	11/4/2019	11/4/2020	X PER OTH-	5		
AND EMPLOYERS' LIABILITY Y / N		11112013			\$1,000	000	
OFFICER/MEMBER EXCLUDED?	N/A				51,000, E \$1,000	000	
If yes, describe under DESCRIPTION OF OPERATIONS below				EL DISEASE - POLICY LIMIT	\$ 1,000.	000	
8 Professional Liability	CM19DPLZ032UEIV	9/15/2019	9/15/2020	Each Claim	\$1,000	000	
Claims Made Policy Form				Deductible	\$1,000	)0 1000	
	LES (ACORD 101, Additional Remarks Schedu IONS/ENDORSEMENTS ARE PROV MED INSURED HAS AGREED TO	ule, may be attached if more VIDED TO CERTIFIC DO SO IN A WRITTE	e space is requir ATE HOLDE N CONTRAC	ed) R(S), ANY PERSON(S) CT/AGREEMENT -	OR		
Banket Additional Insured (Form SB14593 Blanket Waiver of Subrogation (Form SB14 Blanket 30 days notice of cancellation exce Liability assumed in an "Insured Contract" a	2F 6-16) coverage provided applying I5932F 6-16) pt for non-payment, in which case 10 as defined by Form SB147062-E 4-1	i on a primary and noi ) days will be given (F 4)	n-contributor Form SB1470	y basis (Form SB145932 052C 6-16).	:F 6-16 ),		
See Attached							
CERTIFICATE HOLDER		CANCELLATION					
City of Ridgeland		SHOULD ANY OF T THE EXPIRATION ACCORDANCE WI	HEABOVED DATE THE THEPOLIC	ESCRIBED POLICIES BE EREOF, NOTICE WILL Y PROVISIONS.	CANCELLI BE DEL	ED BEFORE IVERED IN	
Ridgeland MS 39158	AUTHORIZED REPRESENTATIVE						
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		013		STO SOM ONATION.	- undit	C 1990146	

ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD

AGENCY CUSTOMER ID: DEBRINC-01

LOC #:

ACORD	
AGENCY BXS Insurance	
· · · · · · · · · · · · · · · · · · ·	

## ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY BXS Insurance POLICY NUMBER		NAMEO INSURED DebrisTech, LLC 925 Good Year Blvd Picayune MS 39466		
CARRIER	NAIC CODE	-		
		EFFECTIVE DATE:		
ADDITIONAL DEMADIZE				

#### ADDITIONAL REMARKS

#### THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE 25 FORM NUMBER:

#### Automobile Liability

Blanket Additional Insured (Form CA2048 /13) coverage provided applying on a primary and non-contributory basis (Form CAT474 02/16), Blanket Waiver of Subrogation (Form CA0444 10-13),

30 days notice of cancellation except for non-payment, in which case 10 days will be given - Endorsed to policy (Form G140327B 07/11).

Workers Compensation:

Blanket Waiver of Subrogation (Form WC000313)

30 days notice of cancellation except for non-payment, in which case 10 days will be given. Will be endorsed to policy (WC9906R4).

Umbrella:

Blanket Additional Insured (Form G15057 6-05) with coverage provided applying on a primary and non-contributory basis and Waiver of Subrogation. Coverage is excess follow form of scheduled underlying policies: General Liability, Automobile Liability and Employers Liability (workers compensation) (Form UM0001 11/01). 30 days notice of cancellation except for non-payment in which case 10 days will be given will be endorsed to policy.

Professional (Errors & Omissions) Liability - Claims Made Form



public works

October 24, 2017

Mr. Richard A. Rula President Hemphill Construction Company P.O. Drawer 879 Florence, MS 39073-0879

RE: NOTICE OF AWARD FY2017 FEMA Eligible Emergency Disaster Debris Removal City of Ridgeland, Madison County, Mississippi

Dear Mr. Rula,

The City of Ridgeland has considered the Proposal submitted by you for the above described WORK in response to its Request for Proposals dated August 14, 2017. You are hereby notified that your Proposal has been accepted for the period extending through the City's current fiscal year ending on September 30, 2021.

You are required by the RFP Guidelines to execute the Contract Agreement and furnish the required Certificates of Insurance within ten (10) days after receipt this NOTICE OF AWARD. Along with these documents you are also required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2017.

<u>City of Ridgeland, Mississippi</u> (Owner)

6	F	MA	L
(Signatu	re)		

## ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged by Hemphill

Construction Company this the 27th da	ay of 2017.
HEMPHILL CONSTRUCTION COMPANY, INC.	Richard
(Contractor)	(Signature) Richard A. Rula, Presiden

mailing address: p.o. box 217 · ridgeland, ms 39158 street address: 304 highway 51 · ridgeland, ms 39157 ph: 601.853.2027 · fax: 601.853.2019 · www:ridgelandms.org

Gene F. McGee, cmo - mayor - John M. McCollum - director of public works

board of aldermen: D.I. Smith, cmo - at-large • Ken Heard, cmo, - ward 1 • Chuck Gautier, cmo - ward 2 Kevin Holder, mayor tempore cmo - ward 3 • Brian P. Ramsey, cmo - ward 4 • Bill Lee - ward 5 • Wesley Hamlin, cmo - ward 6 CONTRACT DOCUMENTS

## FOR

## FEMA ELIGIBLE EMERGENCY DISASTER DEBRIS REMOVAL

FY 2017

# the city of RIDGELAND



## CONTRACT

THIS AGREEMENT, made this the <u>10th</u> day of <u>October</u>, 2017, by and between the **CITY OF RIDGELAND MISSISSIPPI** hereinafter called "OWNER" and **HEMPHILL CONSTRUCTION, COMPANY** doing business as (a Corporation) hereinafter called "CONTRACTOR".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

- 1. The purpose of this contract is to perform the removal and disposal of eligible disaster related debris from the City ROW including streets, roads, parks, and other maintained in-use public property and utility ROWs within the City in order to: eliminate immediate threats to life, public health, and safety; Eliminate immediate threats of significant damage to improved public or private property; and, Ensure economic recovery of the affected community to the benefit of the community at large.
- The CONTRACTOR will provide removal and disposal of eligible disaster related debris in accordance with the PROPOSAL, Exhibit "A", and RFP Guidelines, Exhibit "B", for "FEMA Eligible Emergency Disaster Debris Removal" dated OCTOBER 2017 hereinafter called CONTRACT REQUIREMENTS.
- The CONTRACTOR will furnish all of the material, supplies, tools, equipment, labor and other services necessary for completion of the removal and disposal of eligible disaster related debris in accordance with the CONTRACT REQUIREMENTS.
- 4. The CONTRACTOR hereby agrees to commence the work described in the CONTRACT REQUIREMENTS on a date to be specified in a written "NOTICE TO PROCEED". THIS CONTRACT will extend through <u>SEPTEMBER 30, 2021</u>, coinciding with the OWNER'S fiscal year.
- 5. In no event shall the time period for completion of this Contract exceed <u>60</u> calendar days from the NOTICE TO PROCEED, unless the OWNER initiates additions or deletions by written change orders, or in its sole discretion extends this
period due to the progress of the debris removal, or the Contract is terminated as provided herein.

- 6. The CONTRACTOR agrees to perform all of the work described in the CONTRACT REQUIREMENTS, and comply with the terms therein as shown in the PROPOSAL.
- 7. Upon issuance of a NOTICE TO PROCEED, an executed Performance and Payment bond will be required in the amount of the damage estimate determined by the OWNER or the OWNER'S Program Manager.
- 8. The term "CONTRACT DOCUMENTS" means and includes the following:
  - (a) This Contract
  - (b) Notice of Award
  - (b) Exhibit "A" Executed Proposal Form
  - (c) Exhibit "B" RFP Guidelines
- 9. The Contractor agrees to abide by the following consequences for failure to complete the project within the time specified in the Contract Documents:
  - A. LIQUIDATED DAMAGES CONTRACTOR shall pay to OWNER for each and every calendar day that he shall be in default in attaining Completion of the Work within the time stipulated in the NOTICE TO PROCEED the sum of \$<u>300.00</u> as liquidated damages. The CONTRACTOR shall be liable for the continued assessment of liquidated damages of \$<u>300.00</u> for each calendar day that he shall be in default in completing the Work within the stipulated time as provided herein. Since the OWNER's losses are due to the CONTRACTOR's delay and are not readily ascertainable, the amount provided herein for liquidated damages constitutes agreed damages and not a penalty.

- B. INDEMNIFICATION In addition to payment of the above liquidated damages, CONTRACTOR s shall fully indemnify and hold harmless the OWNER, and their officers, personnel, and agents from and against: (1) any and all fines, civil penalties, and assessments levied by any State of Mississippi Office or any federal or state court for failure to meet, perform, or comply with any part of the time schedule as defined in the Contract Documents, and (2) any and all claims, damages, losses, expenses, liabilities, actions, judgments, and decrees of any and every mature whatsoever in any manner caused by, resulting from, or arising out of such failure.
- C. RIGHT OF SET-OFF The OWNER, in addition to its other remedies under this Contract and in law and in equity, may deduct from monies which become due the CONTRACTOR under this Contract any unpaid amounts which become to or for the OWNER under any of the foregoing provisions.
- 10. The OWNER will pay to the CONTRACTOR in the manner and at such times set forth in the General Conditions such amount as required by the CONTRACT REQUIREMENTS. The OWNER shall retain five percent (5%) of the amount of each payment until final completion and acceptance of all work covered by the CONTRACT REQUIREMENTS unless otherwise mutually agreed.
- 11. The Contractor agrees to allow the Owner or a duly authorized representatives thereof, access to books, documents, papers and records of the Contractor which are directly pertinent to the project which is the subject of this Contract, for the purpose of making audits, examinations, excerpts and transcriptions, and Contractor agrees to insert an identical access to records clause into all subcontracts.
- 12. The Contractor shall be held responsible for forfeiture of monies in the event that an audit indicates his failure to keep adequate records, including change orders, force accounts and payroll records.

- 13. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.
- 14. This CONTRACT may be terminated at any time for the convenience of the OWNER. The OWNER agrees to pay the CONTRACTOR for all work completed through the termination date.
- 15. The CONTRACTOR shall comply with all Federal, State, County, and Municipal laws, ordinances, and regulations. The CONTRACTOR shall not discriminate against any employee or applicant due to sex, race, color, creed, national origin or The CONTRACTOR further certifies he is eligible to perform this ancestry. CONTRACT under local and Federal law, is not now and has never been debarred from performing Federal or State government contracts and that all subcontractors used in the performance of this CONTRACt have the same gualifications.

IN WITNESS WHEREOF, the parties hereto have executed or caused to be executed by their duly authorized officials, this Agreement in 3 copies each of which shall be deemed an original on the date first above written.



FEMA Eligible Emergency Disaster Debris Removal

Contract-4

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**EXHIBIT "C" - RFP GUIDELINES** 

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City of Ridgeland, MS PO Box 217 Ridgeland, MS 39157					SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.						
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# AN ORDINANCE REGULATING THE CLEANING OF GREASE INTERCEPTORS AND THE TRANSPORTATION AND DISPOSAL OF GREASE INTERCEPTOR WASTE IN THE CITY OF RIDGELAND, MADISON COUNTY, MISSISSIPPI

WHEREAS, it is the desire of the City of Ridgeland, Madison County, Mississippi, to prevent commercial food cooking and serving operations from allowing grease to be deposited into the municipal sanitary sewer system, because of the potential for health hazards and the additional cost of cleaning and removal both to the City and its citizens, and

WHEAREAS, the adoption of this ordinance will facilitate proper inspection activities and regulate cleaning and waste transportation of grease interceptors in the City of Ridgeland, Madison County, Mississippi, and benefit the public health, safety, and general welfare of the City and its citizens:

**NOW, THEREFORE, BE IT ORDAINED BY** the Mayor and Board of Aldermen of the City of Ridgeland, Madison County, Mississippi, that the following ordinance be adopted:

#### Section 1: Definitions

**Building Official** shall mean the Building Official or a duly appointed representative. **Clean** shall mean to remove the contents of the entire grease interceptor, scrape the walls, wash down the walls with high pressure water, and pump out the contents a second time. **Commercial Food Preparation** shall mean cooking or serving food at any location not zoned residential by the City of Ridgeland Zoning Ordinance and which produces waste fat in a liquid form.

**Disposer** shall mean an enterprise that accepts grease waste for final disposal. **City** shall mean the City of Ridgeland, Mississippi.

Generator shall mean any operation engaged in commercial food preparation. Grease Interceptor shall mean any device or fixture that is designed and installed to separate grease from a sanitary sewer discharge and hold said grease until it can be collected by a grease waste hauler.

Grease Waste shall mean any waste which consists of fat in a liquid form which would be deposited into the City sewer system.

Grease Waste Hauler shall mean any person registered with the City of Ridgeland to collect, transport and dispose of grease waste from generators in the City.

Grease Waste Manifest shall mean a document that shows a Grease Interceptor was cleaned. It shall contain the name of the Grease Waste Hauler, date and time of cleaning, name and location of the Disposer.

# **Section 2: General Provisions**

All commercial food preparation establishments in the City of Ridgeland, Mississippi shall have, operate, and maintain a grease interceptor pursuant to the following:

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- A. All new generators within the City of Ridgeland, Mississippi opened after the effective date of this Ordinance shall be required to install and maintain a grease interceptor pursuant to Section 1003 of the 2006 International Plumbing Code before operations commence.
- B. Generators existing at the effective date of the Ordinance within the City of Ridgeland, Mississippi shall be required to install and maintain a grease interceptor pursuant to Section 1003 of the 2006 International Plumbing Code within ninety days of the effective date of this Ordinance.
- C. All generators shall clean their grease interceptor at an interval necessary to prevent grease from entering the City of Ridgeland sanitary sewer system. Under no circumstances shall this interval exceed every ninety days.
- D. Cleaning of grease interceptors shall be performed by a Grease Waste Hauler registered with the City of Ridgeland.
- E. After each cleaning, the Generator shall submit to the Building Official a copy of the Grease Waste Manifest, as given to them by the Grease Waste Hauler.
- F. The Building Official of The City of Ridgeland, Mississippi is hereby authorized to promulgate such rules, regulations, procedures, standards or criteria as are necessary to effectuate the intent of this Ordinance.

# Section 3: Penalties

Upon discovery of a violation of this Ordinance, the Building Official shall contact the owner or property manager and explain the violation and acceptable remedies. If, after fourteen days the violation is not corrected, the Building Official shall inform the property owner of the violation by certified mail, return receipt requested or by hand delivery and signature of acceptance. If the violation is not having an interceptor, the property owner shall have ninety days to correct the violation. If the violation is not properly cleaning the interceptor, the property owner shall have four days to have it properly cleaned. If, after the notice period, the violation is not corrected, the Building Official shall disconnect the water service from the building. The Generator shall be responsible for any and all re-connection fees and procedures.

## Section 4:

This ordinance shall take effect and be in force thirty days (30) from and after its passage.

MOTION to adopt the foregoing Ordinance was made by <u>Steen</u> and SECONDED by <u>Gautier</u> and the foregoing having been first reduced to writing, was submitted to the Board of Aldermen for passage or rejection on roll call vote with the following results:

Alderman Ken Heard (Ward 1) voted:	Aye
Alderman Chuck Gautier (Ward 2) voted:	Ave
Alderman Kevin Holder (Ward 3) voted:	Absent
Alderman Larry Roberts (Ward 4) voted:	Aye
Alderman Scott Jones (Ward 5) voted:	Ауе
Alderman Linda Davis (Ward 6) voted:	Aye
Alderman Gerald Steen (At large) voted:	Aye

**ORDAINED, ADOPTED AND APPROVED** by the Mayor and Board of Aldermen of the City of Ridgeland, Madison County, Mississippi at a regular meeting thereof held on the

day of < Em 158 2006.



**CITY OF RIDGELAND, MISSISSIPPI** 

BY:

GENE F. MCGEE, MAYOR

ATTEST:

DAVID OVERBY, CITY CLERK

# CITY OF RIDGELAND CELL NUMBERS

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<u>ADMINISTRA</u> MAYOR GENI	<u>TIVE</u> E MCGEE	946-3631(cell)	ABNEY ARNOL	/, TIM LD, JACOB	769-798-9245 769-572-1330
PAULA TIERC	Œ	850-7588(cell)	ASSINK BARNE	K, LYNDA ETTE, JOEY	573-0612 941-9978
			BEAL, I	KRISTEN	573-6285
PUBLIC WOR	KS DEPAR	<u> TMENT - 853-2027</u>	BERRY	, TALLY	201-9600
		FAX - 853-2019	BISHOP	P, THOMAS	769-233-3596
			BOURD	DIN. WENDY	573-0559
672-7078 (	CELLULAI	R PHONE (ON-CALL)	BRYSO	N. CHRIS	662-801-3634
502-3509	<b>FRAFFIC S</b>	IGNAL (ON-CALL)	CHANC	E. CHRIS	573-0604
			CLAY. I	ROBERT	573.7084
STREET DEPT	. 60	1-856-5408 Liboo 44	COLLIE	R. RACHEL	769-798-5704
121 W. School S	St.	853-8612 - Cr Brarg	DONAL	DSON STEPH	FN = 0/1 - 1/08
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FIRE DEPT.		856-7004	ROBINS	ON DEXTER	575-7964
POLICE DEPT.		856-2121	ROSE IC	OHN	502 2500
ANIMAL CONT	TROL	856-2121	SIMPSOI	N THOMAS	760 222 2040
COMM. DEV.		856-3877	SMITH I	DREW	09-233-3949
	FAX	853-2030	STEWAR	AT GIRROD	941-2402
			SUMME	RS CLIFTON	941-7507
			TAYLOR	RUS, CER TOR	573-0613
			THARP.	CLAUDE	941-3785
CITY HA	LL	$\bigcirc$	TILLMA	N. STEVE	573-0549
P O BOX	217 – 3915	8;	TREBISK	XY GEORGIA	850-6873
304 HIGI	HWAY 51 –	39157	TOMPKI	NS. RONNIE	672-1938
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Ŵ	West's Annotated Mississippi Code	
	Title 17. Local Government; Provisions Common to Counties and Municipalities	
	Chapter 17. Solid Wastes Disposal	
	Solid Wastes Disposal (Refs & Annos)	

Miss. Code Ann. § 17-17-5

#### § 17-17-5. Responsibility of local governing bodies

Effective: July 1, 2019

Currentness

(1) After December 31, 1992, the board of supervisors and/or municipal governing body shall provide for the collection and disposal of garbage and the disposal of rubbish. The board of supervisors and/or municipal governing body may provide such collection or disposal services by contract with private or other controlling agencies, and the service may include house-to-house service or the placement of regularly serviced and controlled bulk refuse receptacles within reasonable distance from the farthest affected household, and the wastes disposed of in a manner acceptable to the department and within the meaning of this chapter. The board of supervisors and/or municipal governing body may enter into contracts related in any manner to the collection and transportation of solid wastes for a term of up to six (6) years; however, for such contracts executed on or after July 1, 2019, the board of supervisors and/or municipal governing body may have the option to extend the contract by mutual consent of the parties in one-year increments up to four (4) additional years without advertising for proposals, as long as rate adjustments remain consistent with the existing contract and the total term of the contract does not exceed ten (10) years. The board of supervisors and/or municipal governing body may enter into contracts related in any manner to the generation and sale of energy generated from solid waste, and contracts for treatment, processing, distribution, recycling, elimination or disposal of solid wastes for a term of up to thirty (30) years. The municipal governing body of any municipality is authorized to regulate the disposal of garbage and rubbish in sanitary landfills, as provided in Section 21-19-1, Mississippi Code of 1972.

(2) In the event an unincorporated area which is annexed by a municipality is being provided collection and disposal of garbage and rubbish under contract with private or other controlling agencies, the municipality shall annex the area subject to the contract for the remainder of the term of the contract, but not to exceed five (5) years.

#### Credits

Laws 1974, Ch. 573, § 3(1); Laws 1981, Ch. 528, § 3; Laws 1982, Ch. 405, § 2; Laws 1984, Ch. 523, § 1; Laws 1991, Ch. 581, § 25; Laws 1992, Ch. 583 § 1, eff. from and after passage (approved May 15, 1992). Amended by Laws 2000, Ch. 392, § 1, eff. July 1, 2000; Laws 2019, Ch. 360 (H.B. 1540), § 1, eff. July 1, 2019.

#### Miss. Code Ann. § 17-17-5, MS ST § 17-17-5

The Statutes and Constitution are current with laws from the 2021 Regular Session effective upon passage as approved through Jan. 28, 2021. Some statute sections may be more current, see credits for details. The statutes are subject to changes provided by the Joint Legislative Committee on Compilation, Revision and Publication of Legislation.

# § 17-17-5. Responsibility of local governing bodies, MS ST § 17-17-5

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KeyCite Yellow Flag - Negative Treatment Proposed Legislation

West's Annotated Mississippi Code Title 17. Local Government; Provisions Common to Counties and Municipalities Chapter 17. Solid Wastes Disposal Nonhazardous Solid Waste Planning Act of 1991

Miss. Code Ann. § 17-17-227

§ 17-17-227. Local and regional plans

Currentness

(1) Each county, in cooperation with municipalities within the county, shall prepare, adopt and submit to the commission for review and approval a local nonhazardous solid waste management plan for the county. Each local nonhazardous solid waste management plan shall include, at a minimum, the following:

(a) An inventory of the sources, composition and quantities by weight or volume of municipal solid waste annually generated within the county, and the source, composition and quantity by weight or volume of municipal solid waste currently transported into the county for management;

(b) An inventory of all existing facilities where municipal solid waste is currently being managed, including the environmental suitability and operational history of each facility, and the remaining available permitted capacity for each facility;

(c) An inventory of existing solid waste collection systems and transfer stations within the county. The inventory shall identify the entities engaging in municipal solid waste collection within the county;

(d) A strategy for achieving a twenty-five percent (25%) waste reduction goal through source reduction, recycling or other waste reduction technologies;

(e) A projection, using acceptable averaging methods, of municipal solid waste generated within the boundaries of the county over the next twenty (20) years;

(f) An identification of the additional municipal solid waste management facilities, including an evaluation of alternative management technologies, and the amount of additional capacity needed to manage the quantities projected in paragraph

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(e);

(g) An estimation of development, construction, operational, closure and post-closure costs, including a proposed method for financing those costs;

(h) A plan for meeting any projected capacity shortfall, including a schedule and methodology for attaining the required capacity;

(i) A determination of need by the county, municipality, authority or district that is submitting the plan, for any new or expanded facilities. A determination of need shall include, at a minimum, the following:

(i) Verification that the proposed facility meets needs identified in the approved local nonhazardous solid waste management plan which shall take into account the quantities of municipal solid waste generated and the design capacities of existing facilities;

(ii) Certification that the proposed facility complies with local land use and zoning requirements, if any;

(iii) Demonstration, to the extent possible, that operation of the proposed facility will not negatively impact the waste reduction strategy of the county, municipality, authority or district that is submitting the plan;

(iv) Certification that the proposed service area of the proposed facility is consistent with the local nonhazardous solid waste management plan; and

(v) A description of the extent to which the proposed facility is needed to replace other facilities; and

(j) Any other information the commission may require.

(2) Each local nonhazardous solid waste management plan may include:

(a) The preferred site or alternative sites for the construction of any additional municipal solid waste management facilities needed to properly manage the quantities of municipal solid waste projected for the service areas covered by the plan, including the factors which provided the basis for identifying the preferred or alternative sites; and

(b) The method of implementation of the plan with regard to the person who will apply for and acquire the permit for any planned additional facilities and the person who will own or operate any of the facilities.

(3) Each municipality shall cooperate with the county in planning for the management of municipal solid waste generated within its boundaries or the area served by that municipality. The governing authority of any municipality which does not desire to be included in the local nonhazardous solid waste management plan shall adopt a resolution stating its intent not to be included in the county plan. The resolution shall be provided to the board of supervisors and the commission. Any municipality resolving not to be included in a county waste plan shall prepare a local nonhazardous solid waste management plan in accordance with this section.

(4) The board of supervisors of any county may enter into interlocal agreements with one or more counties as provided by law to form a regional solid waste management authority or other district to provide for the management of municipal solid waste for all participating counties. For purposes of Section 17-17-221 through Section 17-17-227, a local nonhazardous solid waste management plan prepared, adopted, submitted and implemented by the regional solid waste management authority or other district is sufficient to satisfy the planning requirements for the counties and municipalities within the boundaries of the authority or district.

(5)(a) Upon completion of its local nonhazardous solid waste management plan, the board of supervisors of the county shall publish in at least one (1) newspaper as defined in Section 13-3-31, having general circulation within the county a public notice that describes the plan, specifies the location where it is available for review, and establishes a period of thirty (30) days for comments concerning the plan and a mechanism for submitting those comments. The board of supervisors shall also notify the board of supervisors of adjacent counties of the plan and shall make it available for review by the board of supervisors of each adjacent county. During the comment period, the board of supervisors of the county shall conduct at least one (1) public hearing concerning the plan. The board of supervisors of the county shall publish twice in at least one (1) newspaper as defined in Section 13-3-31, having general circulation within the county, a notice conspicuously displayed containing the time and place of the hearing and the location where the plan is available for review.

(b) After the public hearing, the board of supervisors of the county may modify the plan based upon the public's comments. Within ninety (90) days after the public hearing, each board of supervisors shall approve a local nonhazardous solid waste management plan by resolution.

(c) A regional solid waste management authority or other district shall declare the plan to be approved as the authority's or district's solid waste management plan upon written notification, including a copy of the resolution, that the board of supervisors of each county forming the authority or district has approved the plan.

(6) Upon ratification of the plan, the governing body of the county, authority or district shall submit it to the commission for review and approval in accordance with Section 17-17-225. The commission shall, by order, approve or disapprove the plan within one hundred eighty (180) days after its submission. The commission shall include with an order disapproving a plan a statement outlining the deficiencies in the plan and directing the governing body of the county, authority or district to submit, within one hundred twenty (120) days after issuance of the order, a revised plan that remedies those deficiencies. If the governing body of the county, authority or district, by resolution, requests an extension of the time for submission of a revised plan, the commission may, for good cause shown, grant one (1) extension for a period of not more than sixty (60)

additional days.

(7) After approval of the plan or revised plan by the commission, the governing body of the county, authority or district shall implement the plan in compliance with the implementation schedule contained in the approved plan.

(8) The governing body of the county, authority or district shall annually review implementation of the approved plan. The commission may require the governing body of each local government or authority to revise the local nonhazardous solid waste management plan as necessary, but not more than once every five (5) years.

(9) If the commission finds that the governing body of a county, authority or district has failed to submit a local nonhazardous solid waste management plan, obtain approval of its local nonhazardous solid waste management plan or materially fails to implement its local nonhazardous solid waste management plan, the commission shall issue an order in accordance with Section 17-17-29, to the governing body of the county, authority or district.

(10) The commission may, by regulation, adopt an alternative procedure to the procedure described in this section for the preparation, adoption, submission, review and approval of minor modifications of an approved local nonhazardous solid waste management plan. For purposes of this section, minor modifications may include administrative changes or the addition of any noncommercial nonhazardous solid waste management facility.

(11) The executive director of the department shall maintain a copy of all local nonhazardous solid waste management plans that the commission has approved and any orders issued by the commission.

(12) If a public notice required in subsection (5) was published in a newspaper as defined in Section 13-3-31, having general circulation within the county but was not published in a daily newspaper of general circulation as required by subsection (5) before April 20, 1993, the commission shall not disapprove the plan for failure to publish the notice in a daily newspaper. Any plan disapproved for that reason by the commission shall be deemed approved after remedying any other deficiencies in the plan.

#### Credits

Laws 1991, Ch. 494, § 15; Laws 1993, Ch. 600, § 1; Laws 1998, Ch. 498, § 2, eff. July 1, 1998. Amended by Laws 2006, Ch. 587, § 1, eff. July 1, 2006.

Miss. Code Ann. § 17-17-227, MS ST § 17-17-227

The Statutes and Constitution are current with laws from the 2021 Regular Session effective upon passage as approved through Jan. 28, 2021. Some statute sections may be more current, see credits for details. The statutes are subject to changes provided by the Joint Legislative Committee on Compilation, Revision and Publication of Legislation.

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User Name: John Scanlon Date and Time: Thursday, February 18, 2021 3:06:00 PM EST Job Number: 136885881

# Document (1)

1. Miss. Code Ann. § 21-19-1

Client/Matter: -None-Search Terms: miss. Code ann. 23-15-313 Search Type: Natural Language



# Miss. Code Ann. § 21-19-1

Current through 2021 Regular Session legislation signed by the Governor and effective upon passage through January 11, 2021, not including changes and corrections made by the Joint Legislative Committee on Compilation, Revision and Publication of Legislation. The final official version of the statutes affected by 2021 legislation will appear on Lexis Advance in the fall of 2021.

Mississippi Code 1972 Annotated > Title 21. Municipalities (Chs. 1 — 47) > Chapter 19. Health, Safety, and Welfare (§§ 21-19-1 — 21-19-69)

# § 21-19-1. General powers of municipal governing authorities; collection and disposal of garbage and rubbish.

(1)The municipal governing authorities of any municipality shall have the power to make regulations to secure the general health of the municipality; to prevent, remove, and abate nuisances; to regulate or prohibit the construction of privy vaults and cesspools, and to regulate or suppress those already constructed; to compel and regulate the connection of all property with sewers and drains; to suppress hog pens, slaughterhouses and stockyards, or to regulate the same and prescribe and enforce regulations for cleaning and keeping the same in order; to regulate and prescribe and enforce regulations for the cleaning and keeping in order of warehouses, stables, alleys, yards, private ways, outhouses, and other places where offensive matter is kept or permitted to accumulate; and to compel and regulate the removal of garbage and filth beyond the corporate limits. The municipal governing authorities are further authorized to adopt and enforce regulations governing the disposal of garbage and rubbish in sanitary landfills owned or leased by the municipality, whether located within or outside of the corporate limits of the municipality, to the extent that such regulations are not in conflict with or prohibited by regulations of the Commission on Environmental Quality adopted under <u>Section 17-17-27</u>.

(2)After December 31, 1992, the governing body of any municipality in the state shall provide for the collection and disposal of garbage and the disposal of rubbish, and for that purpose the governing body shall have the power to:

(a)Establish, operate and maintain a garbage and/or rubbish collection and disposal system or systems;

(b)Acquire property, real or personal, by contract, gift or purchase, necessary or proper for the maintenance and operation of such system;

(c)Make all necessary rules and regulations for the collection and disposal of garbage and/or rubbish not in conflict with or prohibited by rules and regulations of the Commission on Environmental Quality adopted under <u>Section 17-17-27</u> and, if it so desires, establish, maintain and collect rates, fees and charges for collecting and disposing of such garbage and/or rubbish; and

(d)In its discretion, enter into contracts, in the manner required by law, with individuals, associations or corporations for the establishment, operation and maintenance of a garbage or rubbish disposal system or systems, and/or enter into contracts on such terms as the municipal governing body thinks proper with any other municipality, county or region enabling the municipality to use jointly with such other municipality, county or region any authorized rubbish landfill or permitted sanitary landfill operated by the other municipality, other county or region.

As a necessary incident to such municipal governing authority's power and authority to establish, maintain and collect such rates, fees and charges for collecting and disposing of such garbage and/or rubbish, and as a necessary incident to such municipal governing authority's power and authority to establish, operate and maintain a garbage and/or rubbish disposal system or systems, the municipal governing authority of

such municipality shall have the authority to initiate a civil action to recover any delinquent fees and charges for collecting and disposing of such rubbish, and all administrative and legal costs associated with collecting such fees and charges, in the event any person, firm or corporation, including any municipal corporation, shall fail or refuse to pay such fees and charges for collecting and disposing of garbage and/or rubbish; provided that such municipal governing authority may initiate such a civil action to recover such delinquent fees and charges whether or not such municipality has previously entered into a contract with such individual, firm or corporation, relating to the establishment, operation and maintenance of such garbage and/or rubbish disposal system or systems; provided further, that in a civil action to recover such delinquent fees and charges for collecting and disposing of such garbage and/or rubbish, and all administrative and legal costs associated with collecting such fees and charges, the municipality shall in all respects be a proper party to such suit as plaintiff and shall have the power to sue for and recover such unpaid fees and charges, and all administrative and legal costs associated with collecting such fees and charges for and recover such unpaid fees and charges, and all administrative and legal costs associated with collecting such fees and charges for and recover such unpaid fees and charges, firm or corporation, as may fail, refuse or default in the payment of such fees and charges.

# **History**

Codes, 1892, § 2928; 1906, § 3319; Hemingway's 1917, § 5816; 1930, § 2396; 1942, § 3374-116; Laws, 1950, ch 491, § 116; Laws, 1982, ch. 405, § 1; Laws, 1991, ch. 581, § <u>30</u>; Laws, 1992, ch. 583 § <u>14</u>, eff from and after passage (approved May 15, 1992).

Annotations

## **RESEARCH REFERENCES**

ALR.

Am. Jur.

#### Editor's Notes ----

<u>Section 49-2-6</u> provides that wherever the term "Mississippi Commission on Natural Resources" appears in any law the same shall mean the Mississippi Commission on Environmental Quality.

#### Cross References —

Authority of county and municipal governments to enter into joint agreements for the operation and implementation of solid waste management, see § <u>17-17-31</u>.

Participation by municipalities in regional solid waste disposal and recovery systems, see § <u>17-17-33</u>.

Municipality's general powers, see §§ 21-17-1 through 21-17-5.

Power to order cleaning of private property with resultant lien for cost thereof, see § 21-19-11.

Municipalities' contributing to federal food stamp program, see § 21-19-41.

Expending funds for recreational purposes, see § 21-19-45.

Provisions of civil defense law, see §§ 33-15-1 et seq.

Authority to adopt ordinances relating to individual onsite wastewater disposal systems, see § <u>41-67-15</u>.

Burial of certain dead, see § <u>43-31-31</u>.

Definitions, jurisdiction, procedure and actions to abate and enjoin nuisances, see §§ 95-3-1 et seq.

#### JUDICIAL DECISIONS

1.In general.

2.Animals.

3.Regulation of business.

4.—Sanitary contractors.

5.—Barber shops.

6.—Filling stations.

7.—Plumbing.

8.—Fireworks.

9.—Salesmen.

10.Under former law.

#### 1. In general.

No municipal board has right to create a condition which imperils health and welfare of public and create public nuisance, and when it does so, equity court has power to issue injunction directing board to relieve situation, leaving board free to adopt such methods as economy and good engineering may determine. City of <u>Jackson v.</u> <u>Robertson, 208 Miss. 422, 44 So. 2d 523, 1950 Miss. LEXIS 258 (Miss. 1950)</u>.

In determining validity of ordinance enacted under statute authorizing municipality to make regulations to secure general health, and prevent spread of contagious diseases, court will not consider wisdom of ordinance but merely whether it constitutes reasonable exercise of power granted. <u>Hartman v. May, 168 Miss. 477, 151 So. 737, 1934</u> <u>Miss. LEXIS 349 (Miss. 1934)</u>.

The power of the municipality to prohibit and abolish nuisances and cognate matters is limited and the attempted exercise of any excess authority is void. *Desporte v. Biloxi, 136 Miss. 542, 100 So. 387, 1924 Miss. LEXIS 191 (Miss. 1924)*.

A condition must constitute a nuisance before a municipality has authority to abate it as such. <u>Desporte v. Biloxi</u>, <u>136 Miss. 542, 100 So. 387, 1924 Miss. LEXIS 191 (Miss. 1924)</u>.

## 2. Animals.

A municipality was negligent in building a hog pond twelve feet from plaintiff's residence and against her protest upon property of the city; it was also actionable negligence to fail to remove a dead hog from such pond after notice. <u>Crawford v. D'Lo, 119 Miss. 28, 80 So. 377, 1918 Miss. LEXIS 5 (Miss. 1918)</u>.

It is only when the keeping of hogs in the city is a nuisance that it may be prohibited by ordinance. <u>Comfort v.</u> <u>Kosciusko, 88 Miss. 611, 41</u> So. 268, 1906 Miss. LEXIS 179 (Miss. 1906).

A municipal ordinance, declaring it to be a nuisance to erect hog pens within any inclosure in the city limits, or to permit hogs to run at large within any lot or inclosure, except at certain designated places, and providing for their abatement, was held invalid as being too broad. *Ex parte O'Leary*, 65 Miss. 80, 3 So. 144, 1887 Miss. LEXIS 19 (Miss. 1887).

# 3. Regulation of business.

An ordinance making in unlawful for business places to keep open after 11 P.M., and prescribing a penalty for its violation, as applied to a grocery store, constituted a deprivation of property without due process of law and an unreasonable restraint of trade not per se or per accident a nuisance. Town of <u>McCool v. Blaine, 194 Miss. 221, 11</u> <u>So. 2d 801, 1943 Miss. LEXIS 34 (Miss. 1943)</u>.

Where a city charter empowered the city authorities to regulate and prevent the carrying on of manufactories dangerous in causing or promoting fires and to prevent and remove all nuisances, an ordinance, enacted pursuant thereto, declaring certain manufactories, which because of their dilapidated and defective condition should have become dangerous to persons and property in their vicinity, to be nuisances and subject to prosecution, was valid. *Green v. Lake, 60 Miss. 451, 1882 Miss. LEXIS 80 (Miss. 1882)*.

Although the charter of a municipality empowered the municipal authorities to prevent nuisances and dangerous manufactories and to regulate the latter, the authorities cannot, on petition of citizens, deal thus with a flour mill unless it should be shown to fall within some law or ordinance previously enacted. <u>Lake v. Aberdeen, 57 Miss. 260, 1879 Miss. LEXIS 62 (Miss. 1879)</u>.

## 4. —Sanitary contractors.

A city is not liable for damages for negligent performance of work done under an ordinance regulating the cleaning of cesspools and removing garbage, although requiring it to be done only by sanitary contractors chosen by the city. City of <u>Gulfport v. Shepperd, 116 Miss. 439, 77 So. 193, 1917 Miss. LEXIS 323 (Miss. 1917)</u>.

# 5. —Barber shops.

Ordinance forbidding barber shops to open before 7:30 A.M. or remain open after 6:30 P. M. could not be held valid on ground it was designed to fix reasonable time for inspecting barber shops. <u>Knight v. Johns, 161 Miss. 519, 137</u> So. 509, 1931 Miss. LEXIS 290 (Miss. 1931).

## 6. —Filling stations.

A municipal ordinance requiring the obtaining of a permit for the construction and operation of a filling station within the municipality after a hearing in which the granting of the permit was made to depend upon traffic conditions and the fire explosive hazards which might impair the public safety, was within the authorization of this section [Code 1942, § 3374-116], since while a gasoline filling station might not be a nuisance per se, the maintenance of one at a place which by reason of traffic conditions or fire explosive hazards would impair the public safety was unquestionably a public nuisance and therefore within this section [Code 1942, § 3374-116]. *Gulf Refining Co. v. Laurel, 187 Miss. 119, 192 So. 1, 1939 Miss. LEXIS 83 (Miss. 1939).* 

#### 7. —Plumbing.

A reasonable fee to be paid by applicants who are required by an ordinance to be examined before doing a plumbing business in a municipality is within the power of the city. City of <u>Vicksburg v. Mullane, 106 Miss, 199, 63</u> So. 412, 1913 Miss. LEXIS 123 (Miss, 1913).

A municipality may by ordinance impose reasonable regulations with reference to plumbing work therein. City of Vicksburg v. Mullane, 106 Miss. 199, 63 So. 412, 1913 Miss. LEXIS 123 (Miss. 1913).

#### 8. —Fireworks.

Municipal ordinance prohibiting sale, possession, or control of fireworks within the city limits held unauthorized under this section [Code 1942, § 3374-116]. <u>King v. Louisville, 207 Miss. 612, 42 So. 2d 813, 1949 Miss. LEXIS</u> <u>374 (Miss. 1949)</u>.

#### 9. —Salesmen.

Where a city passed an ordinance making it unlawful for transient vendors to go in and upon private residences, and in and upon private property and buildings other than residences, without first having been requested or invited to do so by the owner or occupant, for the purpose of soliciting orders for the sale of goods or selling the same, the ordinance was valid as it applied to soliciting in private residences but was invalid as to property and buildings other than residences, which includes primarily business offices and stores. <u>Day v. Klein, 225 Miss. 191, 82 So. 2d 831, 1955 Miss. LEXIS 573 (Miss. 1955)</u>.

#### 10. Under former law.

Much must be left to municipal authorities' discretion in exercising granted authority to make regulations to secure general health and to prevent introduction of contagious diseases and presumption favors reasonableness of such regulations. <u>Hartman v. May, 168 Miss. 477, 151 So. 737, 1934 Miss. LEXIS 349 (Miss. 1934)</u>.

Ordinance requiring children's vaccination against smallpox as condition to their admission to public schools held valid as reasonable exercise of power to make regulations to prevent introduction and spread of contagious diseases, though no smallpox epidemic existed. <u>Hartman v. May, 168 Miss. 477, 151 So. 737, 1934 Miss. LEXIS</u> 349 (Miss. 1934).

## **OPINIONS OF THE ATTORNEY GENERAL**

The governing authorities may use a municipal backhoe to bury a dead animal if the owner cannot be identified or located, or it is otherwise necessary to preserve the health, safety and welfare of the community if this is the only option available. Landrum, Nov. 27, 1991, A.G. Op. #91-0896.

Municipalities do not have the authority to clean property owned by a political subdivision of the state. Crump, Dec. 18, 1991, A.G. Op. #91-0936.

<u>Miss. Code Section 21-19-1</u> requires municipalities after December 31, 1992, to establish, maintain and operate garbage systems. Shivel, Jan. 27, 1993, A.G. Op. #92-1003.

<u>Miss. Code Section 21-19-1(2)</u> authorizes municipalities to collect delinquent fees, as well as administrative and legal costs associated with collecting fees, by initiating civil actions. Shivel, Jan. 27, 1993, A.G. Op. #92-1003.

Municipal governing authorities may repair sewer line on private property and charge owner for service in emergency situation for purpose of preventing contamination of water and sewer system and protecting public health and safety. Peeples, August 8, 1993, A.G. Op. #93-0423.

Municipalities may adopt ordinances to require residents to properly maintain sewer lines on their property, and county health departments have jurisdiction to require property owners to repair sewer lines on their property if a public health hazard exists. Donald, Aug. 8, 1997, A.G. Op. #97-0468.

So long as the provisions of this section and <u>Section 47-5-401</u> are followed, a municipality may contract with the Mississippi Department of Corrections to use inmate labor for public service work such as the cleaning of private property under this section. Pierce, Dec. 19, 1997, A.G. Op. #97-0676.

Even if a burned building does not pose a menace to the public health and safety of the community, according to engineers, and there is no indication of any other public health hazard, a city may require the owner to clean and clear the property or may itself clean and clear the property to alleviate the eyesore. Donald, January 29, 1999, A.G. Op. #99-0018.

A county board of supervisors may not pick up and dispose of household rubbish within the municipal boundaries of a city without the consent of the municipality. Entrekin, Feb. 18, 2000, A.G. Op. #2000-0059.

Pursuant to this section, a municipality may adopt ordinances requiring owners to properly maintain sewer lines on their property. Brown, Oct. 18, 2002, A.G. Op. #02-0588.

A city may adopt an ordinance which defines and prohibits junk vehicles with exceptions and may enforce the ordinance on a citizen who already had on his property a junk vehicle. Barry, Apr. 7, 2003, A.G. Op. #03-0089.

A town is entitled to terminate or disconnect the sewer service to customers of the sewer system who are not paying their bills for such service. There must be some process by which customers may dispute questionable charges. Richardson, Feb. 2, 2004, A.G. Op. 04-0011.

If a town disconnects a sewer, it may be reconnected to the customers' septic tank. Richardson, Feb. 2, 2004, A.G. Op. 04-0011.

A municipality may disconnect or otherwise terminate sewer service to a customer for failure to comply with provisions of ordinances related to sewer systems if those failures cause a breakdown in the system or unlawful pollution of the city lines or system. Due process must be afforded any customer prior to service being terminated and health and environmental rules must be followed. Richardson, Feb. 2, 2004, A.G. Op. 04-0011.

A municipal governing authority may, upon the proper findings that an organization is club is a social or community service program, waive the regularly assessed tipping fee for use of a landfill. Kerby, Apr. 8, 2005, A.G. Op. 05-0155.

A municipal governing authority may, in its discretion, waive the collection of tipping fees for use of a landfill by municipal and county school districts. Kerby, Apr. 8, 2005, A.G. Op. 05-0155.

Once a fee for the connection of property within a municipality to a sewer has been established, the municipality may not forgive or waive those fees or rates or give a credit for future sewer bills for the equivalent months or years in which a citizen has paid and not been hooked up. Collins, Apr. 29, 2005, A.G. Op. 05-0209.

If a municipality is not operating a garbage collection and disposal system, then the county may designate the area within the municipality as part of the county's solid waste disposal area, assess the same millage as assessed throughout the county, and collect and dispose of the solid waste. Hemphill, Nov. 4, 2005, A.G. Op. 05-0540.

## RESEARCH REFERENCES

#### ALR.

Validity of municipal ordinance prohibiting house-to-house soliciting and peddling without invitation. <u>35 A.L.R.2d</u> <u>355</u>.

Public dances or dance halls as nuisances. <u>44 A.L.R.2d 1381</u>.

Validity of statutes, ordinances, and regulations requiring the installation or maintenance of various bathroom facilities in dwelling units. <u>79 A.L.R.3d 716</u>.

Validity, construction, and application of state or local laws regulating the sale, possession, use, or transport of fireworks. <u>48 A.L.R.5th 659</u>.

#### Am. Jur.

39 Am. Jur. 2d, Health §§ 1, 3-8, 19-42.

56 Am. Jur. 2d, Municipal Corporations, Counties, and Other Political Subdivisions §§ 407 et seq.

7 Am. Jur. Legal Forms 2d, Easements § 94:47 (grant of easement for construction of flood control levees by levee district).

13C Am. Jur. Legal Forms 2d, Nuisances § 188:17 (notice of and request to abate nuisance by public authorities).

5 Am. Jur. PI & Pr Forms (Rev), Barbers, etc., Forms 2, 3 (barber, complaint to suspend license).

13 Am. Jur. PI & Pr Forms (Rev), Health, Forms 1-3 (health measures and regulations, enforcement).

18 Am. Jur. Pl & Pr Forms (Rev), Municipal, etc. Tort Liability, Form 81 (claim, crop loss through improper use of dangerous pesticide).

18 Am. Jur. PI & Pr Forms (Rev), Municipal, etc. Tort Liability, Forms 82, 83 (complaint against municipality, maintenance of attractive nuisance).

18A Am. Jur. PI & Pr Forms (Rev), Nuisances, Form 1 (complaint, petition, or declaration for equitable relief from nuisance and for damages).

18A Am. Jur. Pl & Pr Forms (Rev), Nuisances, Forms 71 et seq. (pollution of air).

18A Am. Jur. Pl & Pr Forms (Rev), Nuisances, Forms 101 et seq. (pollution of water).

20 Am. Jur. PI & Pr Forms (Rev), Pollution Control, Form 7.1 (complaint to compel municipality to apply to state department of environmental protection for approval of plans to close sanitary landfill).

24A Am. Jur. PI & Pr Forms (Rev), Waters, Forms 171 et seq. (water pollution).

8 Am. Jur. Proof of Facts, Nuisances, Proof No. 1 (enjoining nuisance affecting residents).

9 Am. Jur. Proof of Facts, Pollution, Proof No. 1 (pollution of stream by riparian user).

24 Am. Jur. Proof of Facts, Air Pollution § 50 (air pollution as cause of damage suffered).

25 Am. Jur. Proof of Facts, Water Pollution-Sewage and Industrial Wastes §§ 50, 51 (inadequate treatment of sewage and industrial wastes).

#### Miss. Code Ann. § 21-19-1

26 Am. Jur. Proof of Facts, Community Noise, § 87 (abatement of noise of diesel trucks operated near residential area).

18 Am. Jur. Trials 495, Subterranean Water Pollution.

CJS.

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39A C.J.S., Health and Environment §§ 1-10, 16, 17, 26, 32-40, 57-50, 57, 71,101.

62 C.J.S., Municipal Corporations, §§ 164 et seq.

#### Law Reviews.

Rychlak, Common-Law remedies for environmental wrongs: The role of private nuisance. 59 Miss. L. J. 657, Winter, 1989.

Stennis & Dawkins, The Emergence of Regional Landfills in Mississippi. 60 Miss. L. J. 147, Spring 1990.

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West's Annotated Mississippi Code	
Title 21. Municipalities	
Chapter 19. Health, Safety, and Welfare	

Miss. Code Ann. § 21-19-1

# § 21-19-1. Role of governing authorities

Currentness

(1) The municipal governing authorities of any municipality shall have the power to make regulations to secure the general health of the municipality; to prevent, remove, and abate nuisances; to regulate or prohibit the construction of privy vaults and cesspools, and to regulate or suppress those already constructed; to compel and regulate the connection of all property with sewers and drains; to suppress hog pens, slaughterhouses and stockyards, or to regulate the same and prescribe and eleaning and keeping in order of warehouses, stables, alleys, yards, private ways, outhouses, and other places where offensive matter is kept or permitted to accumulate; and to compel and regulate the removal of garbage and filth beyond the corporate limits. The municipal governing authorities are further authorized to adopt and enforce regulations governing the disposal of corporate limits of the municipality, to the extent that such regulations are not in conflict with or prohibited by regulations of the Commission on Environmental Quality adopted under Section 17-17-27.

(2) After December 31, 1992, the governing body of any municipality in the state shall provide for the collection and disposal of garbage and the disposal of rubbish, and for that purpose the governing body shall have the power to:

(a) Establish, operate and maintain a garbage and/or rubbish collection and disposal system or systems;

(b) Acquire property, real or personal, by contract, gift or purchase, necessary or proper for the maintenance and operation of such system;

(c) Make all necessary rules and regulations for the collection and disposal of garbage and/or rubbish not in conflict with or prohibited by rules and regulations of the Commission on Environmental Quality adopted under Section 17-17-27 and, if it so desires, establish, maintain and collect rates, fees and charges for collecting and disposing of such garbage and/or rubbish; and

(d) In its discretion, enter into contracts, in the manner required by law, with individuals, associations or corporations for the establishment, operation and maintenance of a garbage or rubbish disposal system or systems, and/or enter into contracts on such terms as the municipal governing body thinks proper with any other municipality, county or region enabling the municipality to use jointly with such other municipality, county or region any authorized rubbish landfill or

#### § 21-19-1. Role of governing authorities, MS ST § 21-19-1

permitted sanitary landfill operated by the other municipality, other county or region.

As a necessary incident to such municipal governing authority's power and authority to establish, maintain and collect such rates, fees and charges for collecting and disposing of such garbage and/or rubbish, and as a necessary incident to such municipal governing authority's power and authority to establish, operate and maintain a garbage and/or rubbish disposal system or systems, the municipal governing authority of such municipality shall have the authority to initiate a civil action to recover any delinquent fees and charges for collecting and disposing of such rubbish, and all administrative and legal costs associated with collecting such fees and charges, in the event any person, firm or corporation, including any municipal corporation, shall fail or refuse to pay such fees and charges for collecting and disposing of garbage and/or rubbish; provided that such municipal governing authority may initiate such a civil action to recover such delinquent fees and charges whether or not such municipality has previously entered into a contract with such individual, firm or corporation, relating to the establishment, operation and maintenance of such garbage and/or rubbish disposal system or systems; provided further, that in a civil action to recover such delinquent fees and legal costs associated with collecting such fees and charges for collecting and disposing of such garbage and/or rubbish, and all administrative and legal costs associated with collecting such fees and charges for collecting and disposing of such garbage and/or rubbish, and all administrative and legal costs associated with collecting such fees and charges for collecting and disposing of such garbage and/or rubbish, and all administrative and legal costs associated with collecting such fees and charges, the municipality shall in all respects be a proper party to such suit as plaintiff and shall have the power to sue for and recover such unpaid fees and charges, and all administrative and legal costs associated with collecting such fees and cha

#### Credits

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Laws 1950, Ch. 491, § 116; Laws 1982, Ch. 405, § 1; Laws 1991, Ch. 581, § 30; Laws 1992, Ch. 583 § 14, eff. from and after passage (approved May 15, 1992).

Miss. Code Ann. § 21-19-1, MS ST § 21-19-1

The Statutes and Constitution are current with laws from the 2021 Regular Session effective upon passage as approved through Jan. 28, 2021. Some statute sections may be more current, see credits for details. The statutes are subject to changes provided by the Joint Legislative Committee on Compilation, Revision and Publication of Legislation.

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# ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF RIDGELAND AND SECTIONS 510.03, 520.02.C, 600.14.F.11, 37.02.A.1.(A), 21 (DEFINITIONS), 440.02.A, AND 40.03.B.3 OF THE ZONING ORDINANCE OF THE CITY OF RIDGELAND, MISSISSIPPI

**WHEREAS**, the Mayor and Board of Aldermen of the City of Ridgeland, Mississippi did lawfully adopt a Zoning Ordinance on February 4, 2014 after proper notice and a public hearing; and

WHEREAS, the Mayor and Board of Aldermen of the City of Ridgeland, Mississippi subsequently adopted Zoning Ordinance Amendments on February 3, 2015, June 2, 2015, April 5, 2016, October 18, 2016, September 19, 2017, January 16, 2018, April 3, 2018, March 5, 2019, September 1, 2020, and May 2, 2021 after proper notice and public hearings; and

WHEREAS, the certain territories were annexed into the City of Ridgeland in 2016 and 2020; and

WHEREAS, the Mayor and Board of Aldermen desire to establish zoning by amending the Official Zoning Map of the City of Ridgeland for the annexed areas in order to provide for orderly growth and promote and preserve the health, safety, morals, and general welfare of Ridgeland's citizens; and

WHEREAS, the Mayor and Board of Aldermen desire to amend other underlying zoning classifications of certain parcels in order to support economic development; and

WHEREAS, the Mayor and Board of Aldermen desire to affirm that nonconforming annexed properties that lawfully existed prior to the adoption of this amendment shall continue to enjoy "grandfather" provisions as listed in Section 40 of the Official Zoning Ordinance of the City of Ridgeland; and

WHEREAS, the Mayor and Board of Aldermen desire to include distribution and warehousing in the Permitted Uses of the Technical Industrial Park District in order to further promote the development of Highland Commerce Park; and

WHEREAS, the Mayor and Board of Aldermen desire to strengthen Ridgeland's Special Use Site Plan Standards for New Landfills or Expansion or Reconfiguration of Existing Landfills in conjunction with the city's development of its own *Municipal Solid Waste Plan* in order to reduce the land use from negatively impacting area properties; and

**WHEREAS**, the Mayor and Board of Aldermen desire to clarify that any Existing Landfill shall have rights as defined in Section 40 of the Zoning Ordinance; however, any New Landfill or Expansion or Reconfiguration of an Existing Landfill shall be required to obtain a Conditional Use Permit prior to the issuance of a Building Permit.

WHEREAS, the Mayor and Board of Aldermen desire to establish regulations that govern the location of Electric Vehicle Charging Stations, which are not addressed in the current Zoning Ordinance; and

**WHEREAS**, the Mayor and Board of Aldermen desire to amend the C-4 regulations to add general commercial uses to the permitted uses of the district due to the change in the nature

of the C-4 Districts; and

WHEREAS, the Mayor and Board of Aldermen desire to extend the registration requirement for Restricted Uses because of the lease nature of many of the Restricted Uses (as defined in Article II, Section 21 of the Zoning Ordinance), it is believed that some Nonconformities will be resolved through attrition; and the Mayor and Board of Aldermen have not yet determined which businesses technically caused the nonconformity per the buffer restriction; and

WHEREAS, the Mayor and Board of Aldermen find that a change of character in the neighborhood is evident in the areas that are being rezoned due the development of a portion of what will be known as Highland Commerce Drive, a frontage road along Interstate 220, and due to the numerous large development projects that have started construction in the area that will be known as Highland Commerce Park; and

**WHEREAS**, the Mayor and Board of Aldermen also find that there is a public need for establishing zoning in the newly annexed areas in order to promote and preserve health, safety, morals, and general welfare of Ridgeland's citizens; and

**WHEREAS**, the Mayor and Board of Aldermen find that there is a public need for rezoning of certain parcels in order to support the development along Highland Commerce Drive, a portion of which is already under construction; and

**NOW THEREFORE BE IT ORDAINED**, the Mayor and Board of Aldermen of the City of Ridgeland, Mississippi, find that the Preamble of this amendment is true and correct and adopt the following sections as amendments to the Official Zoning Ordinance of the City of Ridgeland, Mississippi by amending the following sections:

# **SECTION 1**

The attached Zoning Map is hereby adopted as the Official Zoning Map of the City of Ridgeland.

# **SECTION 2**

Replace Section 510.03.H with: **H.** Existing Landfill subject to Special Use Site Plan Standards in Section 600.14.F.

Add Section 510.03.I New Landfill or Expansion or Reconfiguration of an Existing Landfill subject to Special Use Site Plan Standards in Section 600.14.F.

# **SECTION 3**

Replace Section 520.02.C with: **C.** Light manufacturing, compounding, processing, fabricating, assembling, packaging, warehousing, and distribution facilities, all with such activities conducted wholly within enclosed structures. There shall be no exterior evidence of such activities, except for areas reserved for loading/unloading of materials from trucks. Furthermore, outdoor storage of manufacturing or other activities shall be prohibited except as otherwise

indicated by the dimensional requirements and other regulations of Technical Industrial Park District.

# **SECTION 4**

Replace Section 600.14.F.11 with the following:

# 11. Landfills must:

- (a) Be designed and constructed in accordance with all applicable solid waste landfill regulations currently in effect or as may hereafter be adopted by the Mississippi Dept. of Environmental Quality (MDEQ). Additional specific design and construction requirements are:
  - Landfills including buffer areas shall be located no less than 5,000 feet from the nearest existing residential structure and no less than 500 feet from the property line of the nearest adjoining property or right-of-way. There shall be no structure, access roads, accessory functions, detention, treatment/collection facility, or landfill activity within this setback area. Any landfill which expands closer to the nearest residential structure or property line than the requirements hereof shall result in the owner/operator being subject to the daily penalty as hereinafter set forth in Section 600.18 of this Ordinance and/or revocation of the conditional use permit. Within the five hundred (500) foot landfill setback area there shall be a buffer of natural vegetation of no less than two hundred fifty (250) feet in width parallel to the property lines of the Landfill. The composition and location of the buffer shall be contained in the initial design plans and shall fully screen any offsite view to the landfill and any of its facilities and functions excluding fencing and entrance signage.
  - 2. All plans for Landfills shall be reviewed by an Independent Registered Professional Engineer selected by the City to review and approve plans and monitor operations of the landfill. The owner/operator of the landfill shall be responsible for all costs and fees associated with the Independent Registered Professional Engineer.
  - 3. No Conditional Use Permit application for a new landfill or expansion or reconfiguration of an existing landfill shall be considered unless the application is accompanied by an Environmental Impact Study prepared by a professional engineer with respect to the proposed site. The Environmental Impact Study must address, at a minimum, the following:
    - i. The composition of the underlying soil and bedrock.
    - ii. The flow of surface water over the site.
    - iii. The impact of the proposed landfill on the local vegetation, wetlands and wildlife.

- iv. The potential impact on historical and/or archeological conditions on the proposed site.
- v. Any necessary wetlands mitigation must be, if at all possible, performed on site.
- vi. The height limitation to be placed upon the depository of accepted waste.
- vii. The location of drinking water wells within a 50-mile radius, and the potential impact on drinking water and aquifers.
- 4. A Good Neighbor Plan must be submitted and include commitments for litter prevention, maintenance, and cleanup along all roads leading to the Landfill, illegal dumping prevention, maintenance, and clean up along all roads leading to the Landfill, and means and methods and guarantees on controlling odors and noise from the Landfill. The Good Neighbor Plan must be implemented by the operator as long as the Landfill is in operation and continued until the closure plan/monitoring period on file with MDEQ is finished.
- 5. A complete "closure" plan must also be submitted at the time the application is filed. All closure plans shall be prepared in accordance with all applicable regulations of the Mississippi Dept. of Environmental Quality (MDEQ) and shall be reviewed and approved by the Independent Registered Professional Engineer prior to any application being set for a hearing.
- 6. Prior to any Conditional Use Permit being considered at a public hearing the applicant shall pay for the completion of a traffic impact study. The study shall be performed by a Registered Professional Engineer selected by the City and shall be submitted as part of the record at the public hearing.

## **SECTION 5**

Add Section 37.02.A.1.(a) Level 1 and Level 2 Electric Vehicle Charging Facilities: Level 1 and Level 2 Electric Vehicle Charging facilities may be installed in garages and carports and are limited to residential use only. Electric Vehicle Charging facilities at residential structures shall not have utility service connections separate from the principle dwelling.

Add Section 400.02.K Level 1 and Level 2 Electric Vehicle Charging facility as an accessory use to a principle commercial structure.

Add Section 450.02.M Level 1 and Level 2 Electric Vehicle Charging facility as an accessory use to a principle commercial structure.

Add Section 500.02.M Level 1 and Level 2 Electric Vehicle Charging facility as an accessory use to a principle industrial structure.

# **SECTION 6**

Replace the Section 21 "Service Station" Definition with the following language: **Service Station:** Any area of land, including the structure thereon, which is used primarily for the retail sale of gasoline, diesel fuel, ethanol, oil, propane, other fuels, and/or the sale or installation of automobile accessories and may also include incidental services such as facilities for lubricating, washing (either automatic or by hand), and cleaning, or otherwise servicing automobiles and light trucks. This term includes Level 3 (and above) Electric Vehicle Charging Stations. This term does not include the painting or major repair of vehicles.

# **SECTION 7**

Replace 440.02.A with A. Any use permitted outright in C-2 General Commercial District, subject to the regulations of the C-2 District.

# **SECTION 8**

Amend Section 40.03.B.3. **Existing Nonconforming Restricted Uses.** The registration deadline for existing nonconforming Restricted Uses shall be extended to February 4, 2026, and the Class C conformity deadline for nonconforming Restricted Uses shall be extended to August 4, 2026. Failure to maintain a current Privilege License, operate in a legal manner, maintain all required permits, and maintain the facility in the manner and means required by the Property Maintenance Code of the City of Ridgeland shall result in immediate termination of the use. If the use/business closes or does not operate for any reason for a period of 30 days or longer, the use shall be terminated immediately. Existing nonconforming Restricted Uses shall also be subject to Section 40.09 Rules for Class B Nonconformities.

# **SECTION 9**

That this Ordinance take effect and be in force one (1) month from and after passage as provided by law.

The foregoing Ordinance having been reduced to writing, the same was introduced by Alderman<u>Bill Lee</u>, seconded by Alderman<u>Kevin Holder</u>, and was adopted by the following vote, to-wit:

Alderman Ken Heard (Ward 1) voted:	<u>AYE</u>
Alderman Chuck Gautier (Ward 2) voted:	<u>AYE</u>
Alderman Kevin Holder (Ward 3) voted:	<u>AYE</u>
Alderman Brian Ramsey (Ward 4) voted:	<u>AYE</u>
Alderman Bill Lee (Ward 5) voted:	AYE

# Alderman Wesley Hamlin (Ward 6) voted:

Alderman D. I. Smith (At-large) voted:

<u>AYE</u> <u>ABSENT</u>

The Mayor thereby declared the motion carried and the Ordinance adopted, this the 20<sup>th</sup> day of July, 2021.

ATTEST õ P TIF RCE. LER Annual States Published: August 5, 2021

APPROVED:

GENE F. MCGEE, MAYÓR

Ordinance Exhibit referenced in Section 1 of Ordinance adopted on 07/20/21 Official Zoning Map on file in the Community Development Department


## AN ORDINANCE PROHIBITING THE THROWING OR DEPOSITING OF LITTER IN PUBLIC PLACES IN THE CITY OF RIDGELAND; CONTROLLING THE DEPOSITING OF LITTER ON PRIVATE PREMISES; PROVIDING A LIEN FOR CITY CLEARANCE; AND PRESCRIBING PENALTIES FOR THE VIOLATION OF ITS PROVISIONS.

BE IT ORDAINED BY THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF RIDGELAND, MISSISSIPPI:

SECTION 1. <u>SHORT TITLE</u>. This ordinance shall be known and may be cited as the "Ridgeland Anti-Litter Ordinance".

SECTION 2. <u>DEFINITIONS</u>. For the purposes of this ordinance the following terms, phrases, words, and their derivations shall have the meaning given herein. When not inconsistent with the context, words used in the present tense include the future, words used in the plural number include the singular number, and words used in the singular number include the plural number. The word "shall" is always mandatory and not merely directory.

(1) "Garbage" is putrescrible animal and vegetable wastes resulting from the handling, preparation, cooking and consumption of food.

(2) "Litter is "garbage", "refuse", and "rubbish" as defined herein and all other waste material which, if thrown or deposited as herein and all other waste material which, if thrown or deposited as herein prohibited, tends to create a danger to public health, safety and welfare.

(3) "Newspaper" is any newspaper of general circulation as defined by general law, any newspaper duly entered with the Post Office Department of the United States, in accordance with Federal statute or regulation, and any newspaper filed and recorded with any recording officer as provided by general law; and, in addition thereto, shall mean and include any periodical or current magazine regularly published with not less than four issues per year, and sold to the public.

(4) "Park" is a park, reservation, playground, beach, recreation center or any other public area in the City, owned or used by the City and devoted to active or passive recreation.

) "Dercon" is any person from monthematic analytic of the state

porch, steps, vestibule or mailbox belonging or appurtenant to such dwelling, house, building, or other structure.

(7) "Public Place" is any and all streets, sidewalks, boulevards, alleys or other public ways and any and all public parks, squares, spaces, grounds, and buildings.

(8) "Refuse" is all putrescible and nonputrescible solid wastes (except body wastes), including garbage, rubbish, ashes, street cleanings, dead animals, abandoned automobiles, and solid market and industrial wastes.

(9) "Rubbish" is nonputrescible solid wastes consisting of both combustible and noncombustible wastes, such as paper, wrappings, cigarettes, cardboard, tin cans, yard clippings, leaves, wood, glass, bedding, crockery and similar materials.

(10) "Vehicle" is every device in, upon, or by which any person or property is or may be transported or drawn upon a highway, including devices used exclusively upon stationary rails or tracks.

(11) "Authorized Private Receptacle" shall mean any privately owned container sufficient to insure against and prevent spilling, dripping, or blowing of garbage, trash, wastes or other materials placed therein.

SECTION 3. <u>LITTER IN PUBLIC PLACES</u>. No person shall throw or deposit litter in or upon any street, sidewalk or other public place within the City except in public receptacles, in authorized private receptacles for collection, or in a sanitary landfill duly permitted by the State of Mississippi.

SECTION 4. <u>PLACEMENT OF LITTER IN RECEPTACLES SO AS TO PREVENT</u> <u>SCATTERING.</u> Persons placing litter in public receptacles or in authorized private receptacles shall do so in such a manner as to prevent it from being carried or deposited by the elements upon any street, sidewalk, or other public place or upon private property.

SECTION 5. <u>SWEEPING LITTER INTO GUTTERS PROHIBITED</u>. No person shall sweep into or deposit in any gutter, street or other public place within the City the accumulation

SECTION 7. <u>TRUCK LOADS CAUSING LITTER</u>. No person shall drive or move any truck or other vehicle within the City unless such vehicle is so constructed or loaded as to prevent any load, contents or litter from being blown or deposited upon any street, alley, or other public place. Nor shall any person drive or move any vehicle or truck within the City, the wheels or tires of which carry onto or deposit in any street, alley or other public place, mud, dirt, sticky substances, litter or foreign matter of any kind.

SECTION 8. <u>LITTER IN PARKS</u>. No person shall throw or deposit litter in any park within the City except in public receptacles and in such a manner that the litter will be prevented from being carried or deposited by the elements upon any part of the park or upon any street or other public place. Where public receptacles are not provided, all such litter shall be carried away from the park by the person responsible for its presence and properly disposed of elsewhere as provided herein.

SECTION 9. <u>LITTER IN LAKES AND FOUNTAINS</u>. No person shall throw or deposit litter in any fountain, pond, lake, stream, bay or any other body of water in a park or elsewhere within the City.

SECTION 10. <u>POSTING NOTICES PROHIBITED</u>. No person shall post or affix any notice, poster or other paper or device, calculated to attract the attention of the public, to any lamp post, public utility pole, traffic control post or pole, tree, or upon any public structure or building, except as may be authorized or required by law. Any such notice shall comply fully with all applicable provisions of the City of Ridgeland's Sign Ordinance.

SECTION 11. <u>LITTER ON OCCUPIED PRIVATE PROPERTY</u>. No person shall throw or deposit litter on any occupied private property within the City, whether owned by such person or not, except that the owner or person in control of private property may maintain authorized private receptacles for collection in such a manner that litter will be prevented from being carried or deposited by the elements upon any street, sidewalk or other public place or upon any private property. on any open or vacant private property within the City whether owned by such person or not.

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## SECTION 14. <u>CLEARING OF LITTER FROM OPEN PRIVATE PROPERTY BY</u> <u>CITY.</u>

(a) <u>NOTICE TO REMOVE</u>. The Public Works Department is hereby authorized and empowered to notify the owner of any open or vacant private property within the City or the agent of such owner to properly dispose of litter located on such owner's property which is dangerous to public health, safety or welfare, Such notice shall be by Certified Mail, addressed to said owner at his last known address.

(b) <u>ACTION UPON NON-COMPLIANCE</u>. Upon the failure, neglect or refusal of any owner or agent so notified, to properly dispose of litter within seven (7) days after receipt of written notice provided for in subsection (a) above, or within fourteen (14) days after the date of such notice in the event the same is returned to the City Post Office Department because of its inability to make delivery thereof, provided the same was properly addressed to the last know address of such owner, or agent, the Public Works Department is hereby authorized and empowered to pay for the disposing of such litter or to order its disposal by the City. The Public Works Director shall forthwith have a statement of changes incurred hereunder to be sent by Certified Mail to the owner of said property.

(c) <u>CHARGE INCLUDED IN TAX BILL.</u> When the City has effected the removal of such dangerous litter or has paid for its removal, the actual cost thereof, plus accrued interest at the rate of six per cent (6%) per annum from the date of the completion of the work, if not paid by such owner prior thereto, shall be charged to the owner of such property on the next regular tax bill forwarded to such owner by the City, and said charge shall be due and payable by said owner at the time of payment of such bill.

(d) <u>RECORDED STATEMENT CONSTITUTES LIEN</u>. Where the full amount due the City is not paid by such owner within thirty (30) days after notice of the changes for disposal, as provided for in subsections (a) and (b) above, then, and in that case, the Public

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until final payment has been made. Said costs and expenses shall be collected in the manner fixed by law for the collection of taxes and further, shall be subject to a delinquent penalty of two per cent (2%) in the event same is not paid in full on or before the date the tax bill upon which said charge appears becomes delinquent. Sworn statements recorded in accordance with the provisions hereof shall be prima facie evidence that all legal formalities have been complied with and that the work has been done properly and satisfactorily, and shall be full notice to every person concerned that the amount of the statement plus interest, constitutes a charge against the property designated or described in the statement and that the same is due and collectible as provided by law.

SECTION 15. <u>PENALTIES</u>. Any person violating any of the provisions of this ordinance shall be deemed guilty of a misdemeanor and upon conviction thereof shall be fined in an amount not less than fifty dollars and not exceeding one thousand dollars or to be imprisoned in the City Jail for a period not exceeding ninety days or both so fined and imprisoned. Each day such violation is committed or permitted to continue shall constitute a separate offense and shall be punished as such hereunder.

SECTION 16. <u>SEPARABILITY</u>. If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions hereof.

SECTION 17. <u>ORDINANCE REPEALED</u>. All ordinances and part of ordinances in conflict with the provisions of this ordinance are hereby repealed.

THEREON, the above ordinance having been duly adopted by the majority vote of all Aldermen, the Mayor declared the ordinance approved, passed and adopted.

THIS, the  $2 \frac{ND}{D}$  day of  $\underline{\mathcal{O}_{CTOBER}}$ , 1990.

City of Ridgeland, Mississippi

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## 850017.1

ORDINANCE BY THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF RIDGELAND, MISSISSIPPI, PROHIBITING THE COLLECTION OR EXISTENCE OF UNSIGHTLY, DANGEROUS OR ABANDONED HOUSEHOLD OR YARD AND GARDEN APPLIANCES, FURNITURE, FIXTURES OR EQUIPMENT IN RESIDENTIALLY ZONED AREAS.

WHEREAS, the collection, existence, assembly or gathering of unsightly, dangerous, abandoned or discarded household or yard and garden appliances, furniture, fixtures or equipment or other debris in residential areas of the City of Ridgeland, Mississippi, constitutes a health hazard and menace to the citizens residing in or visiting such neighborhood; and,

WHEREAS, the Board has found and determined that the collection, assembly, storage or gathering of unusable, dangerous, abandoned or discarded household or yard and garden appliances, furniture, fixtures, equpment or other similar items in residentially zoned areas within the City of Ridgeland, Mississippi, is unsightly, unhealthy and constitutes a menace to the public health, safety and welffare of the residents and/or visitors of such neighborhoods, and should not be permitted to exist;

NOW, THEREFORE:

BE IT ORDAINED BY THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF RIDGELAND, MISSISSIPPI, that the collection, assembly, existence or gathering of unusable, discarded, abandoned or potentially dangerous household or yard and garden appliances, furniture, fixtures or equipment in residentially zoned areas within the City of Ridgeland, Mississippi, is hereby prohibited; and any and all persons who own real property upon which such debris is collected, assembled, deposited or assert ownership thereof in such residential areas, shall upon conviction, be guilty of a misdemeanor and fined not more than One Hundred and No/100 Dollars (\$100.00).

BE IT FURTHER ORDAINED that all such household or yard and garden appliances, furniture, fixtures, equipment or supplies found and identified as being unsafe, unsightly or unclean by virtue of such items or debris having been discarded, abandoned or unusable for the purpose for which they were intended, then the Public Works Department of the City of Ridgeland shall be, and hereby is, authorized to remove such items or debris from said property by any and all means necessary to do so.

BE IT FURTHER ORDAINED that this Ordinance is for the purpose of promoting the health, safety and welfare of the citizens of Ridgeland, Mississippi, and shall be in force and effect from and after its passage.

SO ORDAINED BY THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF RIDGELAND, MISSISSIPPI, in First Regular August, 1985 Meeting assembled, on this the 6th day of August, 1985.

APPROVED:

H.D. Wreek

H. B. WOLCOTT Mayor

ATTEST:



#### CERTIFICATE

THIS IS TO CERTIFY that the aforementioned Ordinance was adopted at the Regular Meeting of the Mayor and Board of Aldermen of the City of Ridgeland on August 6th, 1985, and duly entered in the Minutes of such meeting.

Marcella CANNON ann

CLERK, CITY OF RIDGELAND

(SEAS)

ORDINANCE NO.:\_\_\_\_\_

DATE SIGNED:\_\_\_\_\_

SXHIBIT "E"

000223

#### RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF RIDGELAND OF INTENT TO JOIN MADISON COUNTY, MISSISSIPPI IN ITS LOCAL NONHAZARDOUS SOLID WASTE MANAGEMENT PLAN

WHEREAS, §17-17-227 Mississippi Code Annotated (1972) as amended, provides that municipalities shall cooperate with counties in planning for the management of municipal solid waste generated within the boundaries of said municipality; and,

WHEREAS, the Mayor and Board of Aldermen do hereby desire to participate and assist Madison County in its local Nonhazardous Solid Waste Management Plan.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF RIDGELAND, MADISON COUNTY, MISSISSIPPI, that the City of Ridgeland, Mississippi does desire to be included in the Local Nonhazardous Solid Waste Management Plan of Madison County, Mississippi, and that the Clerk of this Board is hereby authorized to prepare a letter informing Madison County of the City of Ridgeland's intention to be included and to participate in said Local Nonhazardous Solid Waste Management Plan of Madison County, Mississippi.

After discussion on the matter, full and complete, Alderman <u>Smith</u> offered and moved for the adoption of the above and foregoing Resolution which was seconded by Alderman <u>Barlow</u>. The question being put to a roll call vote, the result was as follows, to-wit:

Alderman	Chuck Kobert	Voted	Aye
Alderman	Daryl Smith	Voted	Ауе
Alderman	Al Bible	Voted	Nay
Alderman	Harvey Carr	Voted	Ауе
Alderman	Linda Davis	Voted	Ауе
Alderman	Brian Barcellona	Voted	Nay
Alderman	Joseph R. Barlow	Voted	Ауе

Whereupon, the Mayor declared the Motion carried and the Resolution duly adopted and approved, this the 21st day of

## Appendix D – USEPA EJ Tool Generated Report



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#### EJSCREEN Report (Version 2020)

1 mile Ring Centered at 32.427490,-90.140770

MISSISSIPPI, EPA Region 4

Approximate Population: 2,374

Input Area (sq. miles): 3.14

Selected Variables	Percentile in State	Percentile in EPA Region	Percentile in USA
EJ Indexes	- -	-	
EJ Index for Particulate Matter (PM 2.5)	31	42	45
EJ Index for Ozone	32	44	49
EJ Index for NATA* Diesel PM	20	35	38
EJ Index for NATA* Air Toxics Cancer Risk	31	40	40
EJ Index for NATA* Respiratory Hazard Index	31	40	38
EJ Index for Traffic Proximity and Volume	68	64	63
EJ Index for Lead Paint Indicator	37	42	50
EJ Index for Superfund Proximity	21	31	40
EJ Index for RMP Proximity	8	17	20
EJ Index for Hazardous Waste Proximity	11	23	33
EJ Index for Wastewater Discharge Indicator	28	28	34





		EJ Indexes
State Percentile	Regional Percentile	National Percentile

This report shows the values for environmental and demographic indicators and EJSCREEN indexes. It shows environmental and demographic raw data (e.g., the estimated concentration of ozone in the air), and also shows what percentile each raw data value represents. These percentiles provide perspective on how the selected block group or buffer area compares to the entire state, EPA region, or nation. For example, if a given location is at the 95th percentile nationwide, this means that only 5 percent of the US population has a higher block group value than the average person in the location being analyzed. The years for which the data are available, and the methods used, vary across these indicators. Important caveats and uncertainties apply to this screening-level information, so it is essential to understand the limitations on appropriate interpretations and applications of these indicators. Please see EJSCREEN documentation for discussion of these issues before using reports.



Sites reporting to EPA	
Superfund NPL	0
Hazardous Waste Treatment, Storage, and Disposal Facilities (TSDF)	0

Selected Variables		State		EPA F	Region	USA	
Selected Vallables		Avg.	%tile	Avg.	%tile	Avg.	%tile
Environmental Indicators							
Particulate Matter (PM 2.5 in µg/m <sup>3</sup> )	9.77	8.89	98	8.57	93	8.55	87
Ozone (ppb)	35.8	36.1	56	38	37	42.9	13
NATA* Diesel PM (µg/m³)	0.531	0.263	96	0.417	70- 80th	0.478	60- 70th
NATA* Air Toxics Cancer Risk (risk per MM)	44	39	89	36	90- 95th	32	90- 95th
NATA* Respiratory Hazard Index	0.63	0.56	85	0.52	80- 90th	0.44	90- 95th
Traffic Proximity and Volume (daily traffic count/distance to road)	530	120	95	350	82	750	69
Lead Paint Indicator (% pre-1960s housing)	0.011	0.15	i 11	0.15	20	0.28	13
Superfund Proximity (site count/km distance)	0.065	0.064	75	0.083	67	0.13	52
RMP Proximity (facility count/km distance)	1.2	0.54	88	0.6	85	0.74	81
Hazardous Waste Proximity (facility count/km distance)	1	0.46	85	0.91	72	5	50
Wastewater Discharge Indicator (toxicity-weighted concentration/m distance)	9.6E- 06	0.014	39	0.65	53	9.4	44
Demographic Indicators							
Demographic Index	25%	43%	25	37%	33	36%	40
People of Color Population	28%	43%	39	39%	45	39%	47

Low Income Population	21%	43%	15	36%	25	33%	35
Linguistically Isolated Population	3%	1%	89	3%	69	4%	61
Population with Less Than High School Education	7%	16%	19	13%	32	13%	39
Population under Age 5	3%	6%	23	6%	25	6%	23
Population over Age 64	27%	15%	94	17%	89	15%	91

\*The National-Scale Air Toxics Assessment (NATA) is EPA's ongoing, comprehensive evaluation of air toxics in the United States. EPA developed the NATA to prioritize air toxics, emission sources, and locations of interest for further study. It is important to remember that NATA provides broad estimates of health risks over geographic areas of the country, not definitive risks to specific individuals or locations. More information on the NATA analysis can be found at: https://www.epa.gov/national-air-toxics-assessment.

For additional information, see: www.epa.gov/environmentaljustice (http://www.epa.gov/environmentaljustice)

EJSCREEN is a screening tool for pre-decisional use only. It can help identify areas that may warrant additional consideration, analysis, or outreach. It does not provide a basis for decision-making, but it may help identify potential areas of EJ concern. Users should keep in mind that screening tools are subject to substantial uncertainty in their demographic and environmental data, particularly when looking at small geographic areas. Important caveats and uncertainties apply to this screening-level information, so it is essential to understand the limitations on appropriate interpretations and applications of these indicators. Please see EJSCREEN documentation for discussion of these issues before using reports. This screening tool does not provide data on every environmental impact and demographic factor that may be relevant to a particular location. EJSCREEN outputs should be supplemented with additional information and local knowledge before taking any action to address potential EJ concerns.

## City Ridgeland city, MISSISSIPPI, EPA Region 4 (Population: 24,026)

						Percentile in	
# Category	Selected Variables	Value	State Avg.	Percentile EPA Region	Avg.	EPA Region	USA Avg.
1 EJ Index	EJ Index for Particulate Matter (PM 2.5)			47		57	
2 EJ Index	EJ Index for Ozone			47		57	
3 EJ Index	EJ Index for NATA Diesel PM			47		56	
4 EJ Index	EJ Index for NATA Air Toxics Cancer Risk			48		57	
5 EJ Index	EJ Index for NATA Respiratory Hazard Index			47		57	
6 EJ Index	EJ Index for Traffic Proximity and Volume			75		68	
7 EJ Index	EJ Index for Lead Paint Indicator			53		64	
8 EJ Index	EJ Index for Superfund Proximity			59		64	
9 EJ Index	EJ Index for RMP Proximity			87		85	
10 EJ Index	EJ Index for Hazardous Waste Proximity			73		68	
11 EJ Index	EJ Index for Wastewater Discharge Indicator			70		81	
12 Environmental	Particulate Matter (PM 2.5 in ug/m3)	9.76	8.89	97	8.57	93	8.55
13 Environmental	Ozone (ppb)	35.8	36.1	56	38	37	42.9
14 Environmental	NATA Diesel PM (ug/m3)	0.451	0.263	90	0.417	60-70th	0.478
15 Environmental	NATA Air Toxics Cancer Risk (risk per MM)	44	39	88	36	80-90th	32
16 Environmental	NATA Respiratory Hazard Index	0.62	0.56	81	0.52	80-90th	0.44
17 Environmental	Traffic Proximity and Volume (daily traffic count/distance to road)	270	120	86	350	69	750
18 Environmental	Lead Paint Indicator (% pre-1960s housing)	0.018	0.15	14	0.15	25	0.28
19 Environmental	Superfund Proximity (site count/km distance)	0.071	0.064	78	0.083	69	0.13
20 Environmental	RMP Proximity (facility count/km distance)	1.9	0.54	92	0.6	92	0.74
21 Environmental	Hazardous Waste Proximity (facility count/km distance)	0.98	0.46	85	0.91	71	5
22 Environmental	Wastewater Discharge Indicators (toxicity-weighted concentration/m distance)	3.90E-05	0.014	52	0.65	59	9.4
23 Demographic	Demographic Index	38%	43%	48	37%	58	36%
24 Demographic	People of Color Population	46%	43%	57	39%	64	39%
25 Demographic	Low Income Population	29%	43%	28	36%	40	33%
26 Demographic	Linguistically Isolated Population	1%	1%	82	3%	55	4%
27 Demographic	Population with Less Than High School Education	6%	16%	15	13%	28	13%
28 Demographic	Population under Age 5	5%	6%	41	6%	45	6%
29 Demographic	Population over Age 64	12%	15%	39	17%	38	15%

Percentile in USA
61
60
60
61
61
66
65
65
84
66
78
87
13
50-60th
90-95th
80-90th
55
17
55
89
49
49
61
63
51
48
34
43

 Appendix E – Survey Documents



## MUNICIPAL SOLID WASTE COLLECTORS SURVEY

1.	Name:	BFI Waste Services, LLC (DBA: Republic Services of Jackson)
2.	Address:	1035 Old Brandon Road
		Flowood, MS 39232

## 3. Collection

Please provide the following regarding your company's nonhazardous solid waste collection services:

Collection Area	Population		Res	idential			Commercial	Destination Facility
City of:		Type of Waste	Freq. per wk	Type of Service	No. Pickups	% Coverage	% Coverage	Name
Ridgeland	_24,188				N/A	N/A	100%	Little Dixie Landfill
					<del>-</del>			
			function of the second s					
		ayoung ang balang da		-		<del></del>		

Collection Area:	Please describe the areas served by incorporated areas (city of) and
	unincorporated areas (i.e. X county)

Population: Please provide the 2000 population of each collection area listed.

Residential Collection: Please provide the following information regarding residential collection services:

Type of Waste: G = Garbage R = Rubbish O = Other

Frequency: Collections per week

Type of Service:

C/M = Curbside / Mailt
------------------------

D = Dumpster No. of I	kups: Number of Pickups	
% Coverage:	rcentage of residences in listed incorporated or unincorporated a covered by your company	
Commercial Collection	Please provide the following information regarding comme (industrial, commercial and institutional) collection service	rcial
% Coverage:	Percentage of commercial establishments in listed incorpor unincorporated area covered by your company	ated or
Destination:	Please provide the name of the facility to which your comp delivers nonhazardous solid waste collected in each listed incorporated or unincorporated area.	any



## MUNICIPAL SOLID WASTE COLLECTORS SURVEY

- 1. Name:
- 2. Address:

#### 3. Collection

Please provide the following regarding your company's nonhazardous solid waste collection services:

Collection Area	Population		Res	idential			Commercial	Destination Facility
City of:		Type of Waste	Freq. per wk	Type of Service	No. Pickups	% S Coverage	% Coverage	Name
					<u> </u>			
					<del></del>	<u></u>		
	<u></u>				<u> </u>			
					<u></u>			
					··			

Collection Area:	Please describe the areas served by incorporated areas (city of) and
	unincorporated areas (i.e. X county)

Population: Please provide the 2000 population of each collection area listed.

Residential Collection: Please provide the following information regarding residential collection services:

Type of Waste: G = Garbage R = Rubbish O = Other

Frequency: Collections per week

Type of Service:

C/M = Curbside / Mailbox

D = Dumpster No. of I	Pickups:	Number of Pickups
% Coverage:	Percentage of residences in area covered by your comp	n listed incorporated or unincorporated
Commercial Collection	n: Please provide the (industrial, comme	following information regarding commercial rcial and institutional) collection services
% Coverage:	Percentage of communicorporated area	mercial establishments in listed incorporated or a covered by your company
Destination:	Please provide the delivers nonhazard listed incorporated	name of the facility to which your company ous solid waste collected in each or unincorporated area.

. .

		RIDGELAND MISSISSIPPI
		NONHAZARDOUS SOLID WASTE RECYCLING SURVEY
1.	Name:	Rachel Collier
2.	Address:	400 Camellia Lane
	Number of Loca Estimated popul Date recycling c	Ardscland MS 39157 ations: <u>1</u> ation served: <u>540 residential</u> Addresses peration began: ADRIL 24 2021
3.	Type of organize	ation (check one):
	X	County City Non-profit Organization
4.	Type of program	Please describe, <u>Neighborhcoa</u> HDA Commercial recycling company (check one):
	X	Buy-back centers Drop-off centers Curbside (Voluntary) Curbside (Manual Contents)
5.	Marketing	Curbside (Mandatory)
	Briefly describe yo <u>Starting in</u> <u>Constant Cor</u> (3) <u>emails</u> <u>Apreil with</u> <u>be posted a</u> <u>event</u> , Next to neighbor Keep Ridgelo have been	March, (3) emovils will be sent through March, (3) emovils will be sent through March, (3) emovils will be sent through March, (3) emovils will be sent in plus a reminder email will be sent in details for event. Day of event, signs will details for event. Day of event, signs will t All (5) neighborhood entrances announcing door App may be while zed to send information arroad residents only. and Bautiful volunteers ab well as vendors contacted about participatron in the event.

1.       Name:         2.       Address:         Number of Locations:         Estimated population served:         Date recycling operation began:         Type of organization (check one):			NONLIA ZADA	PPI
1. Name:         2. Address:         Number of Locations:         Estimated population served:         Date recycling operation began:         Type of organization (check one):			RECYCLING SURVEY	STE
2. Address:	1.	Name:		
Number of Locations:         Estimated population served:         Date recycling operation began:         Type of organization (check one):         County       City         Non-profit Organization         Please describe,         Commercial recycling company         Type of program (check one):         Buy-back centers         Drop-off centers         Curbside (Voluntary)         Curbside (Mandatory)         Marketing         Briefly describe your organization's marketing of recovered materials.	2.	Address:		
Estimated population served:         Date recycling operation began:         Type of organization (check one):         County       City         Non-profit Organization         Please describe,         Commercial recycling company         Type of program (check one):         Buy-back centers         Drop-off centers         Curbside (Voluntary)         Curbside (Mandatory)         Marketing         Briefly describe your organization's marketing of recovered materials.		Number of Lo	cations:	
Date recycling operation began:         Type of organization (check one):		Estimated pop	ulation served:	
Type of organization (check one):       County       City         Non-profit Organization       Please describe,       City         Please describe,       Commercial recycling company         Type of program (check one):       Buy-back centers         Drop-off centers       Drop-off centers         Curbside (Voluntary)       Curbside (Voluntary)         Marketing       Briefly describe your organization's marketing of recovered materials.		Date recycling	operation began:	
County       City         Non-profit Organization         Please describe,         Commercial recycling company         Type of program (check one):         Buy-back centers         Drop-off centers         Curbside (Voluntary)         Curbside (Mandatory)         Marketing         Briefly describe your organization's marketing of recovered materials.	•	Type of organi	zation (check one):	
			County	
Please describe,         Commercial recycling company         Type of program (check one):         Buy-back centers         Drop-off centers         Curbside (Voluntary)         Curbside (Mandatory)         Marketing         Briefly describe your organization's marketing of recovered materials			Non-profit Organization	City
Commercial recycling company         Type of program (check one):         Buy-back centers         Drop-off centers         Curbside (Voluntary)         Curbside (Mandatory)         Marketing         Briefly describe your organization's marketing of recovered materials.			Please describe,	
Type of program (check one):			Commercial recycling company	
Buy-back centers         Drop-off centers         Curbside (Voluntary)         Curbside (Mandatory)         Marketing         Briefly describe your organization's marketing of recovered materials.		Type of program	(check one):	
Drop-off centers          Curbside (Voluntary)          Curbside (Mandatory)         Marketing         Briefly describe your organization's marketing of recovered materials.			Buy-back centers	
Curbside (Voluntary) Curbside (Mandatory) Marketing Briefly describe your organization's marketing of recovered materials.			Drop-off centers	
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Marketing Briefly describe your organization's marketing of recovered materials.	-		Curbside (Mandatory)	
Briefly describe your organization's marketing of recovered materials.	1	Marketing		
	E	Briefly describe y	our organization's marketing of recovered mate	riala
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		-		

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		MISSISSIPPI
		NONHAZARDOUS SOLID WASTE RECYCLING SURVEY
1.	Name:	
2.	Address:	
	Number of Lo	cations:
	Estimated popu	lation served:
_	Date recycling	operation began:
3.	Type of organiz	zation (check one):
		County
		Non-profit Organization
		Please describe,
1	Trues C	Commercial recycling company
•	Type of program	(check one):
		Buy-back centers
		Drop-off centers
		Curbside (Voluntary)
		Curbside (Mandatory)
]	Marketing	
]	Briefly describe vo	Our organization's marketing of
		an organization s marketing of recovered materials.
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Address:	Name:		
Number of Locations:	Address:		
Estimated population served:         Date recycling operation began:         Type of organization (check one):	Number of Lo	Deations	
Date recycling operation began:         Type of organization (check one):	Estimated pop	ulation served.	
Type of organization (check one):         County       City         Non-profit Organization         Please describe,         Commercial recycling company         Type of program (check one):         Buy-back centers         Drop-off centers         Curbside (Voluntary)         Curbside (Mandatory)	Date recycling	operation began:	
County       City         Non-profit Organization       Please describe,         Please describe,       Commercial recycling company         Type of program (check one):       Buy-back centers         Drop-off centers       Drop-off centers         Curbside (Voluntary)       Curbside (Mandatory)         Marketing       Marketing	Type of organi	zation (check one):	
		County	
Please describe,         Commercial recycling company         Type of program (check one):         Buy-back centers         Drop-off centers         Curbside (Voluntary)         Curbside (Mandatory)         Marketing		Non-profit Organization	City
Commercial recycling company         Type of program (check one):         Buy-back centers         Drop-off centers         Curbside (Voluntary)         Curbside (Mandatory)         Marketing		Please describe,	
Buy-back centers       Drop-off centers       Curbside (Voluntary)       Curbside (Mandatory)       Marketing	Type of program	Commercial recycling company	
Buy-back centers         Drop-off centers         Curbside (Voluntary)         Curbside (Mandatory)         Marketing			
Curbside (Voluntary) Curbside (Mandatory) Marketing		Buy-back centers	
Curbside (Mandatory)		Curbside (Voluntary)	
Marketing		Curbside (Mandatory)	
	Marketing		
Briefly describe your organization's marketing of recovered materials	Briefly describe	Our organization's marketing of recovered n	antoriala
y sa signification o marketing of recovered materials.		and anguanzation of marketing of recovered h	

## Survey Form

## **Residential and Commercial Bulk Liquid Waste Haulers**

We are requesting this information for services provided within the City of Ridgeland City Limits.

- 1. Company Name Hillard's Septic Tank Cleaning Service, LLC
- 2. Address PO BOX 54322, Pearl, MS 39288
- 3. Phone <u>601-939-6666</u>
- 4. Email <u>Hillardssepticservice@gmail.com</u>
- 6. Annual Gallons of Grease Trap Waste 200,000 gallons
- Disposal Location(s) name and address (if multiple disposal locations provide all locations
   <u>Septic Waste Savannah Street Wastewater Treatment Plant</u>

Grease Trap Waste: Clearview Landfill, Lake, MS

8. Percentage of your removal business in the City for:

Septic Tank Waste	5%	19%
Grease Trap Waste	5%	81%

- 9. Average frequency of collection for both septic and grease. <u>Grease trap: Doing work</u> weekly. Restaurants vary from 30 day to 3 month schedule. <u>Septic: One or two a month within the city limits</u>
- 10. Any Other Bulk Liquid Waste you haul from City of Ridgeland Locations?

Yes <u>X</u> No \_\_\_\_\_

If yes, please identify type, sources, and estimated annual volume below: <u>We provide lift station cleaning for the City of Ridgeland and also clean out the Oil</u> water Separator at the Public Work Maintenance Shop when called.

#### **Survey Form**

## **Residential and Commercial Bulk Liquid Waste Haulers**

We are requesting this information for services provided within the City of Ridgeland City Limits.

- Company Name Hales Septic Tak Service
   Address <u>29 Sylvered Place Sacks ms 39209</u>
   Phone <u>601-366-4942</u>
   Email <u>george hales Qaffle vef</u>
   Annual Gallons of Septic Tank Waste <u>2000 of gals</u>
   Annual Gallons of Grease Trap Waste <u>- 0-</u>
   Disposal Location(s) name and address (if multiple disposal locations provide all
- Disposal Location(s) name and address (if multiple disposal locations provide all locations

Savallah Street Jackon MS.

8. Percentage of your removal business in the City for:

Septic Tank Waste 100%Grease Trap Waste  $-0^{-}$ 

- 9. Average frequency of collection for both septic and grease per cushmar Request
- 10. Any Other Bulk Liquid Waste you haul from City of Ridgeland Locations?

Yes \_\_\_\_\_ No X\_\_\_

If yes, please identify type, sources, and estimated annual volume below:

## Survey Form

# Residential and Commercial Bulk Liquid Waste Haulers

We are requesting this information for services provided within the City of Ridgeland City Limits.

1	. Company Name
2	Address
3.	Phone
4.	Email
5.	Annual Gallons of Septic Tank Waste
6.	Annual Gallons of Grease Trap Waste
7.	Disposal Location(s) name and address (if multiple disposal locations provide all locations
8.	Percentage of your removal business in the City for:
	Septic Tank Waste
	Grease Trap Waste
9. ,	Any Other Bulk Liquid Waste you haul from City of Ridgeland Locations?
ì	/es No
	f yes, please identify type, sources, and estimated annual volume below:
-	

the city of PID MISSISSIP D CANTON MSW SOLID WASTE MANAGEMENT FACILITY (SAMPLE) INFORMATION SHEET Facility Name City of Canton Canafill 1. Existing Facility 303 Sector Colory Proposed Facility 2. 3. Section\_Once\_\_Township\_O9N Location: Range 026 Physical Address 303 Saldren Colory Rd Enten, Mrs 39044 General Description of Facility: Solid Waste Landfill 4. Types of Waste Received Solid 3 Theet Maturial 5. Owner City of Carton Operator Molon Garrett 6. 7. MDEQ Permit Number (existing only)\_USS 058548 Design Capacity 5800 (Tons/Yr.; Cubic Yd/Yr.) Estimated Life 54RS 8. Size in Acres: Disposal Area DCICICE Total Property 4000000 Service Area of Facility Surrainating Queen within a 100 milt Vadius (Hinds, madison, Yaza 9. Additional Information\_NA 10.

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## Mike McCollum

From: Sent: To: Cc: Subject:

Stroh, Nathan <NStroh@republicservices.com> Tuesday, March 9, 2021 3:48 PM Mike McCollum Gray, Ronnie RE: Waste Hauling Survey

Caution! This message was sent from outside your organization.

Mike,

Good afternoon. A couple of things to mention regarding your question.

(1) We track origin by County and report this volume to the State annually

(2) We track waste streams and not by individual characteristic as requested below. For example, Municipal Solid Waste (MSW) arrives comingled in a single truck and is not sorted or processed.

This being the case, we can provide the following:

In 2019, we recorded 41,544 tons from Madison County. The Madison County Board of Supervisors residential account totaled 20,203 tons, so approx. half of the total volume received from Madison County. The remaining balance would have come from Ridgeland, Madison, Flora, and Canton.

Hopefully this will assist you with what you're needing. Please note that I will be out of town until Thursday, 3/18. I've included Ronnie Gray on this email who is our Business Unit Finance Mgr. If anything is needed prior to my return, Ronnie has offered to assist.

Thanks,

Nathan Stroh General Manager

1035 Old Brandon Road Flowood, MS 39232 e nstroh@republicservices.com o 601-420-8242 c 281-830-4262 f 601-936-6098 w www.RepublicServices.com



We'll handle it from here "

From: Mike McCollum <Mike.McCollum@Ridgelandms.org> Sent: Friday, March 5, 2021 1:36 PM

1

To: Stroh, Nathan <NStroh@republicservices.com> Subject: FW: Waste Hauling Survey

Note that (Mike.McCollum@Ridgelandms.org) is an external email. Report suspicious emails by clicking on "Report Phishing"

Dear Nathan,

Sorry for the back and forth. I also need the tonnage you pickup in Ridgeland on for the waste hauler survey. Thanks.

From: Mike McCollum Sent: Friday, March 5, 2021 9:23 AM To: 'Stroh, Nathan' <<u>NStroh@republicservices.com</u>> Subject: RE: Little Dixie

2019 is what we are work with.

From: Stroh, Nathan [mailto:NStroh@republicservices.com] Sent: Friday, March 5, 2021 9:06 AM To: Mike McCollum <<u>Mike.McCollum@Ridgelandms.org</u>> Subject: Re: Little Dixie

Mike,

What time period are you interested in?

Nathan Stroh 281-830-4262 Nstroh@republicservices.com

From: Mike McCollum <<u>Mike.McCollum@Ridgelandms.org</u>> Sent: Friday, March 5, 2021 8:45:08 AM To: Stroh, Nathan <<u>NStroh@republicservices.com</u>> Subject: Little Dixie

Note that (Mike.McCollum@Ridgelandms.org) is an external email. Report suspicious emails by clicking on "Report Phishing"

Dear Nathan,

Thanks so much for completing out survey so quickly. I do have one more request. Will you provide the estimated tonnage from outside of Ridgeland that was taken to Little Dixie? Also if you would provide you best estimate on the characterization of the waste percentage as follows

Cardboard / Corrugated Newsprint Paper Plastic Textiles Metals (ferrous, aluminum, etc.) Glass Wood / Yard Waste Food Waste Other Organics (rubber, leather, etc.) Other: \_\_\_\_\_

Please let me know if you have any questions.

John M. McCollum Public Works Director City of Ridgeland

601-853-2027

Mike.mccollum@ridgelandms.org

## Mike McCollum

From:Charlie Bock < CBC</th>Sent:Wednesday, MarcTo:Mike McCollumCc:Calandra Jenkins;Subject:RE: Solid Waste CBC

Charlie Bock <CBOCK@mdeq.ms.gov> Wednesday, March 3, 2021 9:18 AM Mike McCollum Calandra Jenkins; Scott Phillips RE: Solid Waste Characterization Plan Procedure

Caution! This message was sent from outside your organization.

Thanks for your call yesterday, Mike, and please accept my apologies for the delay in responding. We have reviewed the plan, and I don't see any issues with the proposed field study. Thanks for your patience, and have a good day.

Charlie

From: Mike McCollum <Mike.McCollum@Ridgelandms.org> Sent: Wednesday, February 24, 2021 1:01 PM To: Charlie Bock <CBOCK@mdeq.ms.gov> Cc: Calandra Jenkins <CJENKINS@MDEQ.MS.GOV>; Scott Phillips <scott@consultbluecreek.com> Subject: RE: Solid Waste Characterization Plan Procedure

Dear Charley,

Thanks for the response. I look forward to hearing back.

From: Charlie Bock [mailto:CBOCK@mdeq.ms.gov] Sent: Wednesday, February 24, 2021 12:50 PM To: Mike McCollum <<u>Mike.McCollum@Ridgelandms.org</u>> Cc: Calandra Jenkins <<u>CJENKINS@MDEQ.MS.GOV</u>> Subject: FW: Solid Waste Characterization Plan Procedure

Good afternoon, Mike. I'm sorry I missed your call, but thanks for sending the draft procedure. CJ and I will try to take a look in the next day or two and let you know if we have any comments or questions. Thanks, and have a good afternoon.

Charlie

Charles Bock, P.E. Manager – Policy, Planning, & Special Programs Branch Waste Division Mississippi Department of Environmental Quality PO Box 2261 Jackson, MS 39225 P: (601) 961-5232; F: (601) 961-5785 cbock@mdeq.ms.gov From: Mike McCollum <<u>Mike.McCollum@Ridgelandms.org</u>> Sent: Wednesday, February 24, 2021 10:33 AM To: Charlie Bock <<u>CBOCK@mdeq.ms.gov</u>> Subject: Solid Waste Characterization Plan Procedure

#### Dear Charley,

I have attached a draft Field survey of a Solid Waste Characterization Plan for your review and approval. Please let me know if you have any questions or comment.

John M. McCollum Public Works Director City of Ridgeland

601-853-2027

Mike.mccollum@ridgelandms.org



Existing Fa	cilityLittle Dixie LandfillProposed FacilitySame
Location	Southern an The La
Location:	Section 31 Township 7 Range 1 East
	Ridgeland, MS 39157
General Des	cription of Facility:
Types of Wa	ste ReceivedMSW, C&D, Non Hazardous Special Waste and E&P
Types of Wa	ste ReceivedMSW, C&D, Non Hazardous Special Waste and E&P
Types of Wa	ste Received
Types of Wa	ste Received
Types of Wa	Landfill, LLCOperator_BFI Waste Systems of Mississipp:
Types of Wa	Landfill, LLC Operator BFI Waste Systems of Mississipp:
Types of Wa Owner <u>CGJ</u> MDEQ Perm	<pre>ste ReceivedMSW, C&amp;D, Non Hazardous Special Waste and E&amp;P. Landfill, LLCOperatorBFI Waste Systems of Mississipp: it Number (existing only)SW04501A0238</pre>
Types of Wa Owner <u>CGJ</u> MDEQ Perm Design Capac	Landfill, LLCOperator _BFI Waste Systems of Mississipp: it Number (existing only)SW04501A0238
Types of Wa Owner <u>CGJ</u> MDEQ Perm Design Capac Size in Acres	Landfill, LLCOperator _BFI Waste Systems of Mississipp: it Number (existing only)SW04501A0238
Types of Wa Owner <u>CGJ</u> MDEQ Perm Design Capac Size in Acres	Landfill, LLCOperator _BFI Waste Systems of Mississipp: it Number (existing only)SW04501A0238 :ity_No_Annual_limit_(Tons/Yr.; Cubic Yd/Yr.) Estimated Life _34 Years Disposal Area6 AcresTotal Property187 Acres
Types of Wa Owner <u>CGJ</u> MDEQ Perm Design Capac Size in Acres Service Area	Landfill, LLCOperator _BFI Waste Systems of Mississipp: it Number (existing only)SW04501A0238 ity No Annual limit (Tons/Yr.; Cubic Yd/Yr.) Estimated Life _34 Years Disposal Area6 AcresTotal Property187 Acres
Types of Wa Owner <u>CGJ</u> MDEQ Perm Design Capac Size in Acres Service Area homes and bu	Landfill, LLCOperator _BFI Waste Systems of Mississipp: it Number (existing only)SW04501A0238 sity No Annual limit (Tons/Yr.; Cubic Yd/Yr.) Estimated Life34 Years Disposal Area6 AcresTotal Property187 Acres

	RIDGELAND MISSISSIPPI
	SOLID WASTE MANAGEMENT FACILITY (SAMPLE) INFORMATION SHEET
1.	Facility Name <u>Clearview Landfill</u>
2.	Existing FacilityProposed Facility
3.	Location: Section <u>33,34</u> Township <u>5N</u> Range <u>9E</u> Physical Address <u>2253 Mudline Road</u> Lake, MS <u>39092-9406</u>
	General Description of Facility: Now-hazardous solid waste management landfill
5.	Types of Waste Received <u>Residential</u> , commercial, and industrial Wastes
6.	Chambers Clearview Chambers Clearview Owner Environmental Landfill, Inc. Operator Environmental Landfill, Inc.
7.	MDEQ Permit Number (existing only) <u>SW06201A0417</u>
8.	Design Capacity <u>23,865,090 CY</u> (Tons/Yr.; Cubic Yd/Yr.) Estimated Life <u>23.7 years</u> Size in Acres: Disposal Area <u>148</u> acres Total Property <u>450 acres</u>
9.	Service Area of Facility MS, GA, FL, AL, KY, TN, LA, AR, MO, TX, OK
10.	Additional Information Clearview Landfill offers solidification services in addition to disposal services.



1.	Facility Nar	ne		
2.	Existing Fac	cility	Proposed	Facility
3.	Location:	Section Physical Addres	Townships	Range
4.	General Des	cription of Facility		
5.	Types of Wa	ste Received		
6.	Owner		Operator	
7.	MDEQ Permi	it Number (existing	g only)	
8.	Design Capac Size in Acres:	ity Disposal Area	_(Tons/Yr.; Cubic Yd/Y Total Pro	r.) Estimated Life
9.	Service Area o	of Facility		
10.	Additional Info	ormation		



1.	Facility Nar	ne	-	
2.	Existing Facility		Proposed Facility	
3.	Location:	Section Physical Address	Township	Range
4.	General Des	cription of Facility:		
5.	Types of Wa	ste Received		
6.	Owner		Operator	
7.	MDEQ Permi	it Number (existing or	ıly)	
8.	Design Capac Size in Acres:	ity( Disposal Area	Fons/Yr.; Cubic Yd/ Total Pr	Yr.) Estimated Life
9.	Service Area o	of Facility		
10.	Additional Info	ormation		

the city of Canton MSW S SIPPI S S 1

Existing Facility		Proposed Facility		
Location:	Section Physical Addr	Township	Range	
	,			
General Dese	cription of Facili	ty:		
Types of Wa	ste Received			
Owner		Operator		
Owner MDEQ Permi	it Number (existi	Operator		
Owner MDEQ Permi Design Capac	it Number (existi ity	Operator ng only) (Tons/Yr.; Cubic Yd/Y	Yr.) Estimated Life	
Owner MDEQ Permi Design Capac Size in Acres:	it Number (existi ity Disposal Area	Operator ng only) (Tons/Yr.; Cubic Yd/Y Total Pro	Yr.) Estimated Life	
Owner MDEQ Permi Design Capac Size in Acres: Service Area o	it Number (existi ity Disposal Area of Facility	Operator ng only) (Tons/Yr.; Cubic Yd/Y Total Pro	Yr.) Estimated Life	
Owner MDEQ Permi Design Capac Size in Acres:	it Number (existi ity Disposal Area of Facility	Operator ng only) (Tons/Yr.; Cubic Yd/Y Total Pro	Yr.) Estimated Life operty	
the city of AND SSI M S S 1

Canton Class I Rubbish site

# SOLID WASTE MANAGEMENT FACILITY (SAMPLE) INFORMATION SHEET

1.	Facility Nar	ne		
2.	Existing Fac	ility	Proposed	Facility
3.	Location:	Section Physical Address	Township	Range
4.	General Des	cription of Facility:		
5.	Types of Wa	ste Received		
6.	Owner		Operator	
7.	MDEQ Perm	it Number (existing	only)	
8.	Design Capac Size in Acres:	ity Disposal Area	_(Tons/Yr.; Cubic Yd/Y	Yr.) Estimated Life
9.	Service Area	of Facility		
10.	Additional Inf	ormation		

Canton ClassI the city of RIDGELAND Rubbish site SOLID WASTE MANAGEMENT FACILITY (SAMPLE) INFORMATION SHEET Facility Name City of Canton Randfill 1. Existing Facility 303 Soldier Coloy Proposed Facility\_ 2. Section 026 Township 09N Range 026 Physical Address 303 Soldier Colory Re Carton, MDS 39046 3. Location: General Description of Facility: Waste lamfill 4. Types of Waste Received Solid 3 Inert Materiay. 5. Owner City of Canton Operator Melon Garrett 6. MDEQ Permit Number (existing only) M55058548 7. Design Capacity 5800 (Tons/Yr.; Cubic Yd/Yr.) Estimated Life 54 P.S 8. Size in Acres: Disposal Area 5 ACres Total Property 40 Archs Service Area of Facility Surrounding Areas within a 100 mile Radius Hinds, maduson, Jazu 9. Br. Additional Information NA 10.

Appendix F – Characterization Field Study and Field Study Report

# Generation

The total generation of MSW in 2018 was 292.4 million tons, which was approximately 23.7 million tons more than the amount generated in 2017. This is an increase from the 268.7 million tons generated in 2017 and the 208.3 million tons in 1990.



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# Residential Waste Characterization Field Study

February 23, 2021

1. **Situation -** The City of Ridgeland is in the process of completing its own Solid Waste Management Plan (SWMP). The City, up to this point, has relied on and participated in the Madison County SWMP. To fully contemplate all the City of Ridgeland's waste streams, it has determined that developing its own SWMP is the best course of action for assessing the needs of the City going forward. As part of the proposed SWMP, the City must complete a Waste Characterization of it residential waste stream.

Waste Management currently is the City's contractor that executes the curbside residential and light commercial waste collection for the City. This is done every Wednesday and Saturday, then taken to their transfer station on I-220. Once compacted, it is transported to the Clearview landfill in Scott County for disposal.

The City will conduct a field survey that is designed to extract a representative sampling of municipal solid waste being provided to these commercial solid waste facilities. While it is preferable to conduct sampling for each season, the City will only perform this waste characterization study once because of time constraints in completing its initial comprehensive SWMP. The City will weigh incoming waste and separate component categories and analyze by weight as listed in the MDEQ Planning Guidance - Appendix C. It will utilize the quartering technique as described in the MDEQ Planning Guidance.

- Mission the City of Ridgeland, in cooperation with Waste Management personnel, will conduct a field sampling and separation program utilizing the Quartering Method of its residential waste stream characterization in compliance with MDEQ planning guidance, page 21 (See Attachment) no later than March 15<sup>th</sup>, 2021 to determine each category of waste. The process will take place at Waste Management's Transfer Station on I-220 in Madison County.
- **3.** Execution the following tasks will be performed to implement the plan for waste characterization using the MDEQ Guidance document, Appendix D and Appendix E:
  - a. Tasks
    - i. Ridgeland Assistant Public Works Director-
      - 1. Set up a time with Waste Management to conduct the field survey.
        - 2. Sample a minimum of four trucks from different areas of the City over a three-week period.



- Take a sample from each truck weighing at least 200 pounds (consistently apply this weight to each sample removed from the four trucks)
- 4. Use the Quartering Technique found on page 21 of the MDEQ Guidance.
- 5. Weigh each waste component and list them on the form and come up the percentage of each component. Make sure to have the truck number on the form.
- 6. Take photos of the process to include each truck and the weighing process.
- 7. Turn in the waste component categories sheets to the Director of Public Works.
- ii. Waste Management Personnel
  - 1. Provide a time to conduct the survey with the Ridgeland Assistant Public Works Director.
  - 2. Direct trucks to participate in the Field Study.
  - 3. Provide equipment and operators, as necessary.
  - 4. Assist in the completion of the Characterization of Waste Components forms.
- 4. Logistics the following arrangements will be provided:
  - a. Waste Management will provide or make available a set of scales to weigh the residential waste, as need to complete the study.
  - b. Waste Management will provide equipment and personnel to operate trucks and a front-end loader for the movement, mixing, and weighing of solid waste material.
  - c. The City of Ridgeland will provide a camera to take pictures of the process.
  - d. City of Ridgeland will provide personnel and personal protective equipment, as required, to handle non-hazardous municipal solid waste.
- 5. Communication the following contact information is provided for the field study team:
  - a. Mike McCollum Director of Public Works (601) 953-2828
  - b. Ben Mays Assistant Director of Public Works (601) 506-1026
  - c. David Holloway Waste Management (601) 750-3720

This plan was developed and submitted to MDEQ for concurrence by:

John M. McCollum Public Works Director City of Ridgeland

# MUNICIPAL SOLID WASTE CHARACTERIZATION COMPONENT CATEGORIES

Cardboard / Corrugated 20%Newsprint 1%Other Paper 8%Plastic 8%Textiles 0%Metals 10%Metals 10%(ferrous, aluminum, etc.) Glass -8%Wood / Yard Waste 13%Food Waste 3%%Other Organics (rubber, leather, etc.) Other:

Teucle No. - 312054 East

4/7/21

# MUNICIPAL SOLID WASTE CHARACTERIZATION COMPONENT CATEGORIES

Cardboard / Corrugated Newsprint 1%Other Paper -5%Plastic -2%Textiles -0Metals (ferrous, aluminum, etc.) 3%Glass 2%Wood / Yard Waste 5% 5%Food Waste 35%Other Organics (rubber, leather, etc.) 5%Other:

Teack No.311 FY \$ South

4/7/21

# MUNICIPAL SOLID WASTE CHARACTERIZATION

#### COMPONENT CATEGORIES

Cardboard / Corrugated 15%Newsprint 1%Other Paper 1%Plastic 8%Textiles -0%Metals (ferrous, aluminum, etc.) 8%Glass 3%Wood / Yard Waste 27%Food Waste - 37%Other Organics (rubber, leather, etc.) 6%Other:

Teucher 312070 North

4/7/21

# MUNICIPAL SOLID WASTE CHARACTERIZATION COMPONENT CATEGORIES

Cardboard / Corrugated 20%Newsprint 2%Other Paper 2%Plastic 3%Textiles 0%Metals 0%(ferrous, aluminum, etc.) Glass 5%Wood / Yard Waste 30%Food Waste 23%Other Organics (rubber, leather, etc.)

Other:

Teude No. 312063 West



# Residential Waste Characterization Field Study

February 23, 2021

1. **Situation** - The City of Ridgeland is in the process of completing its own Solid Waste Management Plan (SWMP). The City, up to this point, has relied on and participated in the Madison County SWMP. To fully contemplate all the City of Ridgeland's waste streams, it has determined that developing its own SWMP is the best course of action for assessing the needs of the City going forward. As part of the proposed SWMP, the City must complete a Waste Characterization of it residential waste stream.

Waste Management currently is the City's contractor that executes the curbside residential and light commercial waste collection for the City. This is done every Wednesday and Saturday, then taken to their transfer station on I-220. Once compacted, it is transported to the Clearview landfill in Scott County for disposal.

The City will conduct a field survey that is designed to extract a representative sampling of municipal solid waste being provided to these commercial solid waste facilities. While it is preferable to conduct sampling for each season, the City will only perform this waste characterization study once because of time constraints in completing its initial comprehensive SWMP. The City will weigh incoming waste and separate component categories and analyze by weight as listed in the MDEQ Planning Guidance - Appendix C. It will utilize the quartering technique as described in the MDEQ Planning Guidance.

- Mission the City of Ridgeland, in cooperation with Waste Management personnel, will conduct a field sampling and separation program utilizing the Quartering Method of its residential waste stream characterization in compliance with MDEQ planning guidance, page 21 (See Attachment) no later than March 15<sup>th</sup>, 2021 to determine each category of waste. The process will take place at Waste Management's Transfer Station on I-220 in Madison County.
- **3.** Execution the following tasks will be performed to implement the plan for waste characterization using the MDEQ Guidance document, Appendix D and Appendix E:
  - a. Tasks
    - i. Ridgeland Assistant Public Works Director-
      - 1. Set up a time with Waste Management to conduct the field survey.
      - 2. Sample a minimum of four trucks from different areas of the City over a three-week period.

Municipal Solid	Waste Charteriz	ation Ridgelan	d, Mississippi (a	s of 4/7/21)	
Componet Catagories	Truck 1 Percentage	Truck 2 Percetage	Truck 3 Percentage	Truck 4 Percentage	<u>Total</u>
Cardboard/ Corrigated	20	0	15	20	13.75
News Print	1	1	1	2	1.25
Other Paper	8	5	1	2	4
Plastic	8	2	8	8	6.5
Textiles	0	0	0	0	0
Metals (ferrous, Aluminum, ect)	10	3	8	10	7.75
Glass	8	2	3	5	4.5
Wood/ Yard Waste	13	52	27	30	30.5
Food Waste	32	35	37	23	31.75
Other Organics(rubber, leather, ect)					
Other	100	100	100	100	100





















3.	Nursing & Retirement Homes:			
	<u>Highland Home</u> 853-0415 638 Highland Colony Pky	<u># of Beds/Units</u> 120 beds	# of Mtrs/Av 2 /	<u>g.Gals. Billed</u> 511
Recycle Cardboard Byd - 2x Week Swlid Waste 2x Week	Chateau Ridgeland Retirmt. Res. 956-1331 745 S. Pear Orchard Rd	<u># of Beds/Units</u> 94 beds/94 Units	# of Mtrs/Av; 3 /	<u>g.Gals. Billed</u> 388
Byd	<u>The Orchard</u> 856-2205 600 S. Pear Orchard Rd.	<ul> <li># of Beds/Units</li> <li>239 beds</li> <li>(101 indep.apts;</li> <li>78 Assisted Living;</li> <li>60 skilled nursing)</li> </ul>	<u># of Mtrs/Avg</u> 3 /	<u>g.Gals. Billed</u> 681
	<u>Ridgeland Place</u> 957-0727 410 Orchard Park	<u># of Beds/78 Units</u> 84 beds	# of Mtrs/Avg 2 /	<u>g.Gals. Billed</u> 218
No Recycling	The Waterford on	# of Beds/Units	<u># of Mtrs/Avg</u>	g.Gals. Billed
Dumpsher 84d 5 Day a week	<u>Highland Colony Pky</u> 856-6660 619 Highland Colony Pky	119 independant apts	2 /	242
	Hospice of Central Ms. 898-1053 450 Towne Center Blvd	#:of Beds/ Units 4 suites 40 Beds	<u># of Mtrs/Avg</u> 1 /	<u>.Gals. Billed</u> 81
No Recycling	Beau Ridge 601-853-0549 650 Highland Colony Pkwy	<u># of Beds/ Units</u> 87 Independent 47 Memory Beds	<u># of Mtrs/Avg</u> 3 /	<u>, Gals. Billed</u> 397
3 KWeek	The Blake @ Township 601-500-7955 Victor Smith 608 Steed Road	<u># of Bed/Units</u> 100 Beds	<u># of Mtrs/Avg</u> 2 /	Gals. Billed 581
	Sunnybrook Childrens Home 601-856-6555 222 Sunnybrook Road	# of Bed/Units 60 Units	# of Mtrs/Avg 2 /	<u>Gals. Billed</u> 28

Appendix G – City of Ridgeland Billing System

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9980-991 1980-991	
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# CITY OF RIDGELAND SOLID WASTE AND RECYCLING REPORT FEBRUARY 2021

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SUBMITTED 3/1/2021

	SOLID WASTE	RECYCLING
CITY OF RIDGELAND	ತ	
*RESIDENTIAL	6,318	6,318
*COMMERCIAL	145	22
CITY OF RIDGELAND TOTAL	S 6,463	6,340
PEARL RIVER VALLEY		
*RIDGELAND	197	197
*TAVERN HILLS/ROSES BLUFF/MALLAR	ID PT 176	176
PEARL RIVER VALLEY TOTA	LS 373	373
BEAR CREEK	28	28
GRAND TOTALS	6,864	6,741

Barbara Lopez` City of Ridgeland Utility Billing Supervisor (601) 856-3938 Ext. 2012 Barbara.Lopez@Ridgelandms.org Appendix H – City of Ridgeland/Waste Management Contract

#### CONTRACT

This Agreement made and entered into on this the <u>Up</u> day of <u>JUU</u>, 2020, by and between the City of Ridgeland, Mississippi, hereinafter referred to as "City" and Waste Management of Mississippi, Inc., a Mississippi corporation, hereinafter referred to as "Contractor".

#### WITNESETH

WHEREAS, the City issued a Request for Proposals to secure eservices of a private entity to operate a waste collection service for the City; and

WHEREAS, the City has determined the Contractor's proposal in response to its Request For Proposals is the best and most responsive proposal; and

WHEREAS, the City desires to engage Contractor and Contractor desires to provide the operation of a waste collection service for the City;

NOW, THEREFORE, it is hereby agreed as follows:

#### 1. **DEFINITIONS:**

- 1.1 APPROVED CONTAINERS An approved container shall be a resident provided container with a capacity of thirty (30) gallons to ninety-six 96 gallons not to exceed 60 pounds, constructed of plastic, metal, or fiberglass, having handles of adequate strength for lifting and having a tight fitting lid capable of preventing entrance into container by vectors. Commercially available bags, as described in Section 1.2, are also approved containers.
- **1.2 BAGS** Plastic sacks designed to store and enclose Refuse with sufficient wall strength to maintain physical integrity when lifted by top. Total weight of a bag with contents shall not exceed forty (40) pounds.
- **1.3 BULKY WASTE** Large items of solid waste such as furniture, white goods, mattresses, and other oversize wastes whose large size precludes or complicates their handling by normal solid waste collection, processing, or disposal methods.
- **1.4 COLLECTION** The act of removing solid waste (or materials that have been separated for the purpose of recycling) to a transfer station, processing facility, or disposal facility.

- **1.5 COMMERCIAL SOLID WASTE** All types of solid waste generated by stores, offices, restaurants, warehouses, and other non-manufacturing activities, excluding residential and industrial waste.
- **1.6 CONSTRUCTION AND DEMOLITION WASTE** Solid waste resulting solely from construction, remodeling, repair, or demolition operations on buildings, or other structures, but does not include inert debris, land-clearing debris, yard debris, or used asphalt, asphalt mixed with dirt, sand, gravel, rock, concrete, or similar nonhazardous material.
- 1.7 GARBAGE All putrescible waste, including animal offal and carcasses of less than ten (10) pounds in weight except those slaughtered for human consumption; every accumulation of waste (animal, vegetable and/or other matter) that results from the preparation, processing, consumption, dealing in, handling, packing, canning, storage, transportation, decay or decomposition of meats, fish, fowl, birds, fruits, grains or other animal or vegetable matter, including, but by no way of limitation, used tin cans and other food containers; and all putrescible or decomposable waste animal or vegetable matter which is likely to attract flies or rodent, but excluding sewage and human waste.
- **1.8 HAZARDOUS WASTE** Any chemical, compound, mixture, substance or article which is designated by the United States Environmental Protection Agency or appropriate agency of the State to be "hazardous" as that term is defined by or pursuant to Federal or State law or regulations.
- **1.9 LANDFILL** A disposal facility or part of a disposal facility where waste is placed in or on land and that is not a land treatment facility, a surface impoundment, an injection well, a hazardous waste long-term storage facility or a surface storage facility.
- **1.10** LIGHT COMMERCIAL ENTITY A business entity which generates a small enough volume of waste to enable it to be serviced by hand pick up once or twice a week with the volume restrictions applicable to Residential Units.
- 1.11 MUNICIPAL SOLID WASTE Solid waste resulting from the operation of residential, commercial, industrial, governmental, or institutional establishments that would normally be collected, processed, and disposed of through a public or private solid waste management service. Municipal solid waste does not include hazardous waste, sludge, or solid waste from mining or agricultural operations.
- **1.12 PERSON** Any individual, corporation, Contractor, association, partnership, unit of government, state agency, federal agency, or other legal entity.
- **1.13 REFUSE** This term shall refer to Garbage and Rubbish generated at a Residential Unit unless the context otherwise requires.

- 1.14 **RESIDENTIAL UNIT** A dwelling within the Service Area as hereinafter defined, occupied by a person or group of persons. A Residential Unit shall be deemed occupied when water services, either public or private, are being supplied thereto. Each unit of an apartment or condominium dwelling consisting of four (4) or less living units, whether single or multi-level construction, shall be treated as a Residential Unit. On any one collection day, the Contractor will collect from each Residential Unit (and City-approved small business) all garbage in approved containers.
- 1.15 **RUBBISH/TRASH** All waste materials not included in the definition of Bulky Waste, Construction Debris, Garbage, Hazardous Waste, Yard Waste or Stable matter.
- **1.16 SANITARY LANDFILL** The Clearview Landfill located in Lake, Mississippi which is owned and operated by Contractor or its affiliate.
- **1.17 SERVICE AREA** All Residential Units and Light Commercial Entities in the City.
- **1.18 SOLID WASTE DISPOSAL SITE** A location at which solid waste is disposed of by incineration, sanitary landfill, or other approved method.
- **1.19 TRANSFER STATION** A site at which solid waste is concentrated for transport to a processing facility or disposal site. A transfer station may be fixed or mobile.
- **1.20** WHITE GOODS Inoperative and discarded refrigerators, ranges, water heaters, freezers, and other similar domestic and commercial large appliances.
- **1.21 YARD DEBRIS** Solid waste consisting solely of vegetative matter resulting from landscaping maintenance.

#### 2. <u>TERM</u>

The term of this Agreement shall begin October 1, 2020, ("Commencement Date") and continue through September 30, 2026; provided however, that the term of this Agreement may be extended for up to four (4) one year terms upon the mutual agreement of the parties expressed in writing before the termination of the then current Agreement.

#### 3. <u>SERVICE</u>

The services to be provided by the Contractor shall be for twice per week curbside pickup of residential household garbage (MSW) from an initial number of 6,701 Residential Units and 142 City-approved Light Commercial Entities. The number of units serviced will be adjusted monthly by the City on the basis of active water service provided by the City.

Additionally, Contractor shall provide service to the municipal facilities listed on Exhibit A at the rates set forth therein. Contractor also shall provide two 30-yard rolloff containers at City designated locations once a year for the City's annual cleanup. Theses containers shall be provided at no charge to the City.

The services described herein do not include the collection and disposal of any increased volume of waste resulting from a flood, hurricane or similar or different acts of God over which the Contractor has no control. In the event of such a flood, hurricane or other acts of God, Contractor and the City shall negotiate the payment to be made to Contractor for additional services, if the Contractor and City agree that the increased volume is to be handled by the Contractor. Further, if the City and Contractor reach such agreement, the City shall grant the Contractor variances in routes and schedules as deemed necessary by the Contractor.

Contractor shall discontinue collection service at any location set forth in a written notice sent to Contractor by the City. Upon further notification by the City, the Contractor shall resume collection on the next regularly scheduled collection day. The City shall indemnify, and hold Contractor harmless from any claims, suits, damages, liabilities or expenses resulting from the Contractor's discontinuing service at any location at the direction of the City. All other service additions and deletions shall be adjusted on a quarterly basis.

## 4. <u>NEWLY DEVELOPED AND ANNEXED AREAS</u>

The Contractor will, within thirty (30) days or less of notification by the City, provide solid waste collection services of the same frequency and quality required by the Contractor to newly developed and annexed areas. As new homes are constructed and occupied in the City, the Contractor shall, after proper notification by the City, provide solid waste services as required by the Contract on the next scheduled day of collection following notification. The Contractor shall be responsible for notifying the City of all locations being serviced which do not appear on the billing register.

## 5. <u>POINT OF CONTACT</u>

All dealings, contacts, etc., between the Contractor and the City shall be directed by the Contractor to the Public Works Director or the designee of the Public Works Director.

## 6. HOURS AND DAYS OF OPERATION

Residential route collection shall not begin prior to 7:00 a.m. each day or continue after 6:00 p.m. Exceptions to collection hours shall be effected only upon the mutual agreement of the City and Contractor, or when Contractor reasonably determines an

exception is necessary in order to complete collection on an existing collection route due to unusual circumstances. The Contractor may elect to observe the following holidays:

New Year's Day	Labor Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

The Contractor may decide to observe a holiday by suspending and delaying the pickup day. The Contractor shall be responsible for publicizing (and the expense of publishing) any changes in collection schedules due to holiday observance. Proper publicizing will include the placement of advertisements or public service announcements serving the affected area.

# 7. <u>APPROVED CONTAINERS</u>

Garbage and allowable solid waste generated for collection shall be stored in Approved Containers as described herein in Section 1.1. The Contractor shall not be required to collect such materials unless they are in Approved Containers.

## 8. <u>EXTRAORDINARY WASTE MATERIALS</u>

Hazardous Wastes, body wastes, abandoned vehicles, vehicle parts, Construction Debris, Yard Debris, Large equipment and their parts and dead animals will not be collected by the Contractor under the terms of this Contract.

# 9. OFFICE AND TELEPHONE CONTACT

The Contractor shall maintain an office and service facilities through which it may be contacted without charge by telephone. The office shall be equipped with sufficient telephones and shall have responsible personnel in charge from 8:00 a.m. until 5:00 p.m., Monday through Friday.

#### 10. <u>COMPENSATION</u>

As compensation for this service, the City shall pay to the Contractor the sum of Thirteen and 90/100 Dollars (\$13.90) per Residential Unit eligible to receive garbage and refuse collection under the terms of this Agreement and the sum of Nineteen and 50/100 Dollars (\$19.50) for each Light Commercial Entity eligible to receive the services described in Section 3 herein. The current cost of disposal tipping fees is included in these fees.

The rates for service to municipal facilities is set forth in Exhibit A.

The Compensation payable by the City to the Company shall be annually adjusted by the same percentage as the Consumer Price Index for Water, Sewer, and Trash CPI, Not Seasonally Adjusted, All Areas, WST CPI ("C.P.I.")) shall have increased or decreased during the preceding twelve months; provided, however, no single annual adjustment shall exceed three and 6/10 percent (3.6%). In the event the U.S. Department of Labor, Bureau of Labor Statistics ceases to publish the C.P.I., the parties hereto agree to substitute another equally authoritative measure of change in the purchasing power of the U.S. dollar as may be then available so as to carry out the intent of this provision. The initial rate adjustment shall take effect on the first anniversary date of the Commencement Date, and rate adjustments for succeeding contract years shall take effect on the successive anniversary dates of the Commencement Date during each succeeding year throughout the term hereof. Monthly payments due by the City to the Company shall be adjusted to compensate for such annual rate increases.

Contractor shall be entitled to an increase in compensation to offset any increase in disposal and fuel costs or landfill fees should the Contractor pay such fees. Documentation of such increases shall be submitted to the City at its request. The Contractor also shall be entitled to an increase in its service rate to offset any increased costs associated with longer haul distance if the City designates an alternate transfer station or landfill for disposal. In addition, in the event Contractor becomes liable for or is required to collect and/or pay any governmental tax or surcharge upon collection or disposal of such garbage and solid waste, such tax or surcharge shall be the responsibility of the City to be paid along with Contractor's normal monthly compensation.

The Contractor shall bill the City for service rendered within ten (10) days following the end of the month in which services are rendered and the City shall pay Contractor on or before the 25th day following the end of such month.

#### 11. <u>INDEMNITY</u>

Contractor shall indemnify and save harmless the City, its officers, agents, servants, and employees, from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and attorney's fees to the extent resulting from a willful or negligent act or omission of the Contractor, its officers, agents, servants, and employees in the performance of this Agreement; provided, however, that the Contractor shall not be liable for any suits, actions, legal proceedings, claims, demands, damages, costs, expenses and attorneys' fees arising out of the award of this Agreement or for a willful or negligent act or omission of the City, its officers, agents, servants and employees.

#### 12. <u>DISPOSAL</u>

All waste collected by Contractor shall be disposed of by Contractor at the Clearview Landfill in Lake, Mississippi. Disposal charges applicable to garbage, which is the subject matter of this Contract, is currently included within the Compensation to the Contractor based upon the current tipping fees, and is subject to adjustments and increases as addressed in Section 10. herein.

### 13. <u>INSURANCE</u>

During the Term of this Contract, Contractor shall maintain in full force and effect the following minimum insurance:

Coverage	Limits of Liability
Workmen's Compensation	Statutory
Employer's Liability	\$ 500,000.00
Bodily Injury Liability	\$ 1,000,000.00 each occurrence
except Automobile	\$ 2,000,000.00 aggregate
Property Damage Liability	\$ 1,000,000.00 each occurrence
except automobile	\$ 1,000,000.00 aggregate
Automobile Bodily Injury	\$ 1,000,000.00 each person
Liability	\$ 2,000,000.00 each occurrence
Damage Liability	\$ 1,000,000.00 each occurrence
Excess Umbrella Liability	\$ 5,000,000.00 each occurrence

The Contractor shall provide proof a existence of said policies to the City prior to the effective date of the Agreement. The City shall be included as an additional insured on the comprehensive general liability and automobile liability policies.

### 14. LOCATION OF COLLECTION

Approved Containers and recycling bins shall be placed in a location that is readily accessible to the Contractor and its equipment, not to exceed five (5) feet from the curb or edge of the traveled portion of road or street. The City will aid the Contractor in resolving problems of Cart location for servicing.

### 15. <u>SERVICE INQUIRIES</u>

All complaints shall be made directly to the Contractor. The Contractor shall give all complaints prompt and courteous attention. In the case of an alleged missed schedule collection, the Contractor shall investigate and if such allegations are verified, shall arrange for collection within twenty-four (24) hours of the time the complaint was received.

#### 16. <u>NOTIFICATION OF CUSTOMERS</u>

Contractor shall notify all customers about the "scheduled day of service" and provide each customer that receives a Roll Out Cart with a notice card and a Contractorprovided and City-approved brochure describing the operations of the service and the requirements for each Roll Out Cart user including items that may not be included for pickup.

### 17. <u>CONTRACTOR'S PERSONNEL</u>

- 17.1 The Contractor shall assign a qualified person to be in charge of its performance of this Contract.
- 17.2 The Contractor's collection employees shall wear a uniform and shirt bearing the Contractor's name and the name of the individual employee.
- 17.3 Each employee shall, at all times, carry a valid drivers license for the type of vehicle he is driving.
- 17.4 The Contractor shall provide operating and safety training for all personnel.
- 17.5 No person shall be denied employment by the Contractor for reasons of age, race, sex, creed, or religion or national origin.

### 18. <u>REQUIREMENTS FOR TRASH COLLECTION</u>

**18.1** The Company will not be responsible to collect and dispose of more than five (5) bags of leaves or yard trimmings per Residential Unit per collection.

**18.2** The Company will not be responsible for removal of Construction Debris, Bulky Waste or contractor-generated construction debris nor waste generated by a professional tree surgeon.

**18.3** The Company will not be responsible for removal of leaves or yard trimmings unless they are bagged.

18.4 The Company will not be responsible for removal of limbs and lumber unless it has been cut to lengths of four feet and bundled.

**18.5** Trash collection will be located as provided for in Section 14, so that the Company will have adequate access to trash.

**18.6** The Contractor will not be responsible for collecting yard waste bags or bundles over forty (40) pounds.

**18.7** The Company will notify the Mayor or the Mayor's delegate should it encounter problems with compliance with these trash collection requirements.

### 19. FORCE MAJEURE.

From and after the Date of this Agreement, a Contractor's performance hereunder may be suspended and its obligations hereunder excused in the event and during the period that such performance is prevented by a cause or causes beyond the reasonable control of the Contractor. Such causes may include, by way of example and not limitations, acts of God, acts of war, riot, fire, explosion, accident, flood or sabotage; lack of adequate fuel, power or raw materials, judicial administrative or governmental laws, regulations, requirements, rules, orders or actions; injunctions or restraining orders; the failure of any governmental body to issue, grant, or the suspension or revocation or modification of any license, permit or other authorization necessary for the services envisioned by this Agreement; national defense requirements; labor strike, lockout or injunction.

# 20. <u>PERMITS, LICENSES AND TAXES</u>

The Contractor shall obtain at its own expense all permits and licenses required by law or ordinance and maintain same in full force and effect. The Contractor shall promptly pay all taxes required by local, state and federal laws.

## 21. <u>TERMINATION</u>

Except as otherwise provided herein, if either party breaches this Agreement or defaults in the performance of any of the covenants or conditions contained herein for fifteen (15) days after the other party has given the party breaching or defaulting written notice of such breach or default, unless a longer period of time is required to cure such breach or default and the party breaching or defaulting shall have commenced to cure such breach or default within said period and pursues diligently to the completion thereof, the other party may: (a) terminate this Agreement as of any date which the said other party may select provided said date is at least thirty (30) days after the fifteen (15) days in which to cure or commence curing; (b) cure the breach or default at the expense of the breaching or defaulting party; and/or (c) have recourse to any other right or remedy to which it may be entitled by law, including, but not limited to, the right for all damage or loss suffered as a result of such termination. In the event either party waives default by the other party, such waiver shall not be construed or determined to be a continuing waiver of the same or any subsequent breach or default.

# 22. <u>EXCLUSIVE CONTRACT</u>

The Contractor shall have the sole and exclusive right to provide residential and City-approved small commercial business solid waste collection and recycling services for and on behalf of the City. This Agreement shall not constitute a franchise or exclusive right to collect solid waste from other commercial, institutional and industrial units within the City.

#### 23. <u>NOTICE</u>

A letter addressed and sent by certified United States Mail to either party at the business address specified shall be sufficient notice whenever required for any purpose in this Contract. Also, the address designated at this address may be changed from time to time by written notice sent by Certified U.S. Mail as provided herein.

City:	City of Ridgeland P.O. Box 217 Ridgeland, MS 39158 Attn: Public Works Director
Contractor:	Waste Management of Mississippi, Inc. 1450 Country Club Drive Jackson, MS 39209 Attn: Public Sector Representative
with a copy to:	Area General Counsel Waste Management Southern Area 1850 Parkway Place, Suite 600 Marietta, GA 30067

#### 24. MODIFICATION

This Contract constitutes the entire contract and understanding between the parties hereto, and it shall not be considered modified, altered, changed or amended in any respect unless in writing and signed by the parties hereto.

## 25. <u>COMPLIANCE WITH LAWS</u>

The Contractor shall conduct operations under this Contract in compliance with all applicable laws, provided, however, that the terms of this Contract shall govern the obligations of the Contractor where conflicting ordinances exists.

#### 26. LAW TO GOVERN

This Contract shall be governed by the laws of the State of Mississippi both as to interpretation and performance.

This Agreement shall inure to the benefit of and be binding upon the successors and permitted assigns of the parties hereto.
IN WITNESS WHEREOF, this Agreement has been executed in duplicate original on the day and in the year first above mentioned.

ïtness

THE CITY OF RIDGELAND BY: Con A Might

ITS: Mayor

WASTE MANAGEMENT OF MISSISSIPPI, INC.

DocuSigned by: me 0 BY: ZASA13CCZ6A

ITS: (Vice) President

----- DocuSigned by:

Brenda Walker

Witness

# Exhibit A

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# City of Ridgeland

# **Municipal Facilities Collection**

<u>Location</u>	Frequency and Type of Service	Initial Cost/Month	Initial Annual Cost
City Hall	1 x wk (residential)	\$10.25	\$123.00
Police Department	2 x wk (residential)	\$13.90	\$166.80
Fire Station #1	1 x wk (residential)	\$10.25	\$123.00
Fire Station #2	1 x wk (residential)	\$10.25	\$123.00
Fire Station #3	1 x wk (residential)	\$10.25	\$123.00
Street Department Shop	1 x wk, 8 cu. yd.	\$90.00	\$1,080.00
Wolcott Park	2 x wk, 8 cu. yd.	\$180.00	\$2,160.00
Freedom Ridge Park	3 x wk, 2 x 8 cu. yd.	\$540.00	\$6,480.00
Public Works Comp.	1 x wk, 8 cu. yd.	\$90.00	\$1,080.00
Tennis Center	2 x wk, 8 cu. yd.	\$180.00	\$2,160.00
Ridgeland Library	1 x wk, 2 cu. yd.	\$65.00	\$780.00
		TOTAL:	\$14,398.80

## CITY OF RIDGELAND

## RECYCLING SERVICES CONTRACT

THIS CONTRACT is made and entered into by and between Waste Management of Mississippi, Inc., a Mississippi Corporation (hereinafter referred to as "Contractor") and the City of Ridgeland, Mississippi, a municipal corporation (hereinafter referred as "City").

## WITNESSETH

That for and in consideration of the mutual benefits and advantages each to the other, as hereinafter set forth, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. That the Instructions to Proposers, the Contractor's proposal, the maps and specifications for recyclables collection services, including any and all general and special provisions, changes and addenda covering the work to be done, and the performance bond, Vehicle and Equipment Schedule and Schedule of Operations attached hereto, are hereby made a part of this Contract as fully and completely as if set forth in words and figures herein. Capitalized terms herein shall have the same meaning as set forth in the General Provisions.

2. That the work to be done and services to be performed, as more specifically disclosed by the aforesaid contract documents, the immediate performance of which is covered by this Contract, is the regularly scheduled collection of Recyclables from Residential Units, Light Commercial Units, Schools and City buildings.

The Contractor agrees to furnish all lands, buildings, labor, mechanics, tolls, 3. tools, equipment and materials necessary for the adequate performance of the work and services contemplated by this Contract and to faithfully perform the same in accordance with the Contract Documents to the satisfaction of the Director or his authorized representative, and in accordance with the laws of the State of Mississippi, and the ordinances of the City. For these Services, the City agrees to pay and the Contractor agrees to accept, in full compensation for the performance of the Contractor's obligations hereunder, as well as all loss or damage, if any, arising out of the nature of the work, or the action of weather, and any and all other unforeseen obstructions or difficulties that may be encountered in the performance of said work and services, the Contractor assuming all risks of every kind and description in this Contract, the annual payment of Four Hundred Twenty Three Thousand Five Hundred Forty Thousand and Forty Eight Cents, Dollars (\$423,540.48), which shall be paid in monthly installments of Thirty Five Thousand Two Hundred Ninety Five Dollars and Four Cents, Dollars (\$35,295.04), subject to all other provisions of this Contract with reference to reductions, damages or penalties arising from the performance or failure to perform of the Contractor. Provided, however, that the foregoing does not constitute a waiver or release of any claims Contractor may have against the City for breach of the terms

of this Contract or for damages resulting form the negligence or willful misconduct of the City, its employees, agents and subcontractors. The City shall pay the monthly charge, less any charges in the Liquidated Damages provisions of the General Provisions, to the Contractor on or before the last day of each month for the successful work completed and submitted for payment prior to the first day of that month.

4. The contract period shall commence October 1, 2018 and end September 30, 2021 with the City having the option to extend the contract for 3 one year extensions. The contract price shall be reviewed in May of each contract year in accordance with the price adjustment escalator clause of the Contract Documents, and the contract price shall be established for the next contract year beginning on October 1<sup>st</sup>. Should the City exercise the option to extend the contract period, the contract price shall be reviewed in May prior to said extension of each contract year thereafter, and the contract price shall be adjusted for the next succeeding contract year. The basis for adjustment in contract price shall be in accordance with the Contract Documents. The City shall notify the Contractor regarding the extension of the contract period no later than ninety (90) days prior to the expiration of the then current contract period.

5. The Contractor agrees to comply with all applicable state, federal and local laws, rules and regulations, including but not limited to the Davis-Bacon Act, the Contract Work Hours Standards Act, the Anti-Kickback Act, the Civil Rights Act of 1964, the Americans with Disabilities Act, and the Occupational Safety and Health Act.

7. The Contractor may not assign or sublet, in whole or in part, by operation of law or otherwise, this Contract or any of its rights or obligations hereunder, to any person or entity without the prior written consent of the City.

8. Attached hereto and made a part of this Contract is a performance bond, executed by a surety company doing business in the State of Mississippi in the sum of \_Four Hundred Twenty Three Thousand Five Hundred Forty Thousand and Forty Eight Cents, Dollars (\$423,540.48).

IN WITNESS WHEREOF, the parties have caused this Contract to be executed by their duly authorized representatives, this  $5^{++-}$  day of  $5^{-}\rho_{+}$ , 2018.

		CONTRACTOR: aul Mynam
		$\frac{D_{j}}{D_{j}} = \frac{1}{2} $
		Title: <u>PRESIDENT</u>
	ADISO	Use and the second s
	and the second sec	CTTY.
	() 3 7 0R42	" The City of Dideolog 4. Missielis f
		- I-ne City of Ridgeland, Mississippi
(		By: Ocher V- Marth
		Tille Day UR
	Attact (MALL MILLES STER	
	Allest. MARA 20130 - 0 1 1.	
	( " <sup>3</sup> 9 <sub>79</sub> , ×/0	. ******
	+ Srood 20, 19, 12, 1, 149	16.2.c

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# CORPORATE CERTIFICATE

I. JANNE C. FOSTER, certify that I am Secretary or Assistant Secretary of the Corporation named as the Contractor in the foregoing contract; that DAVID MYIAM who signed said contract on behalf of the Contractor was then IRESIDENT of said corporation; that said contract was duly signed for and behalf of said corporation by authority of its governing body and is within the scope of its corporate powers.

June C. Jostan.

-32-

Appendix I – City of Ridgeland Apartment Communities

City of Ridgeland Apartment Communities (number of units and occupancy)					
Apartment Name	Address	Number of Units	Occupancy as of 03/22/2021 Occupt.		
Arbors @ The Natchez Trace	Rice Road	328	95% 311		
Arbors @ the Resorvoir	959 Lake Harbour Drive	170	96% 163		
Gables	880 William Blvd	168	96% /6/ -		
Lakeshore Landing	2144 Lakeshore Drive	168	no info provided 95 159 ·		
Legacy	761 Rice Rd	196	no info provided 95 186 .		
Ridgeland Place	879 William Blvd	220	92.72% 7-0 q.		
Madison Park	110 Pine Knoll Drive	264	90% 2-37.		
The Mark	711 Lake Harbour Drive	256	98.05% 7.50.		
Northbrook	107 Pine Knoll Drive	340	88% J.99.		
Oakbrook	6675 Old Canton Rd	312	93% 2.90		
Park Place	499 S Pear Orchard Rd	144	100% 144.		
Pear Orchard	580 S Pear Orchard Rd	389	97.17% 377.		
Pinebrook	109 Pine Knoll Drive	160	no info provided 95 157.		
The Pointe	831 Rice Road	241	95.44% 7-31		
Ridgeland Ranch	1620 E County Line Rd	312	no info provided 95 7.96		
Sunchase	875 William Blvd	392	98.47% 354		
The Trace	340 Arbor Drive	486	94.86% 7.16		
Van Mark	6811 Old Canton Road	300	91.67% 273		

4578X1,17=5036

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Appendix J – Public School and Nursing Home Waste Documents and Extrapolation Documents

1. N. W. N. W. S. S.



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# NONHAZARDOUS SOLID WASTE RECYCLING SURVEY

Name:	ann Smith Elementary
Address:	306 S. Puar Drehard Rd
	Ridgeland, Mis 39157
Number of Lo	ocations:
Estimated pop	pulation served: 780
Date recycling	g operation began:
Type of organ	ization (check one):
/	County City
	Non-profit Organization
	Please describe,
	Commercial recycling company
Type of progra	am (check one):
<b>The date of the second state of the</b>	Buy-back centers
	Drop-off centers
Y	Curbside (Voluntary)
1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-	Curbside (Mandatory)
Marketing	
Briefly describe	e your organization's marketing of recovered materials.
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FM	The Are of
49 AM # 120 AM # 17107 A generated M # 18104 a second second a second second second second second second second	
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#### 6. Nonhazardous Solid Waste Recycling

Please indicate which materials are collected and processed at your facility and the annual amount of those materials collected:

Material Amount Recycled Collected (Y or N)(lbs.) method of Cardboard / Corrugated N Newsprint <u>N</u> Other Paper  $\sim$ - Calculating Plastic  $\mathcal{N}$ N Textiles this.  $\sim$ Metals I'm solly. (ferrous, aluminum, etc.)  $\mathcal{N}$ Glass Wood / Yard Waste N  $\mathcal{N}$ Food Waste N Other Organics (rubber, leather, etc.) Other:

A mount of Garbage Per week 5 full dumpster loavs per week.



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# NONHAZARDOUS SOLID WASTE RECYCLING SURVEY

dress:	<u>586 Sunnybrook Rd</u>
	Bidgeland, M5 39157
Number of L	ocations:
Estimated po	pulation served: <u>877</u>
Date recyclin	ig operation began:
Type of orga	nization (check one):
	County City
	Non-profit Organization
	Please describe,
	Commercial recycling company
[ype of prog	ram (check one):
	Buy-back centers
	Drop-off centers
	Curbside (Voluntary)
	Curbside (Mandatory)
Marketing	
riefly descri	be your organization's marketing of recovered materials
We h	ave not had organized recycling this yea

#### Nonhazardous Solid Waste Recycling 6.

\* \* \* ;

Please indicate which materials are collected and processed at your facility and the annual amount of those materials collected:

	Material Recycled (Y or N)	Amount Collected (lbs.)
Cardboard / Corrugated	YD	
Newsprint	N	
Other Paper	<u>N</u>	
Plastic	<u> </u>	
Textiles	<u> </u>	
Metals	<u> </u>	
(ferrous, aluminum, etc.)		
Glass	N	
Wood / Yard Waste	<u></u>	
Food Waste	<u> </u>	
Other Organics	<u>_N_</u>	
(rubber,		
leather, etc.)		

Other:

A mount of Genberge Perweet ? a lot! A mount of Genberge Perweet ? a lot! CAROBOTRO DUMPSTER CAROBOTRO DUMPSTER I TRASH DUMPSTER/COMPACTER Genptied Zx/month

# **Renee Buckner**

From:	Gardner, James <jgardner@madison-schools.com></jgardner@madison-schools.com>
Sent:	Wednesday, March 24, 2021 4:04 PM
То:	Renee Buckner
Subject:	Re: [External] City of Ridgeland Solid Waste and Recycling Questionnaire

Caution! This message was sent from outside your organization.

The compacter is about three times the size of our dumpster. We also have 12 recycling carts.

## Get Outlook for iOS

From: Renee Buckner <renee.buckner@ridgelandms.org>
Sent: Wednesday, March 24, 2021 10:14:18 AM
To: Gardner, James <jgardner@madison-schools.com>
Subject: RE: [External] City of Ridgeland Solid Waste and Recycling Questionnaire

Do you know what size your compactor is and do you only have the one recycle dumpster and no recycle carts?

Renee Buckner Administrative Assistant Public Works Department

P.O. Box 217 · Ridgeland, MS 39158 304 Highway 51 · Ridgeland, MS 39157 601.853.2027 · www.ridgelandms.org renee.buckner@ridgelandms.org



From: Gardner, James <jgardner@madison-schools.com>
Sent: Wednesday, March 24, 2021 9:44 AM
To: Renee Buckner <renee.buckner@ridgelandms.org>
Subject: Re: [External] City of Ridgeland Solid Waste and Recycling Questionnaire

I believe they use the recycle dumpster for cardboard if I'm not mistaken. The custodians told me yesterday that a few teachers led a paper recycling program in years past, they but haven't done it this year because they didn't want to send students from room to room due to Covid protocols. They told me that they would start collecting paper for recycling at the end of the year when teachers clean out their rooms.

Jimmy Gardner, EdD Assistant Principal, Ridgeland High School cell: (601) 941-9540 office: (601) 898-5023 From: Renee Buckner <<u>renee.buckner@ridgelandms.org</u>>
Sent: Tuesday, March 23, 2021 3:06 PM
To: Gardner, James <<u>jgardner@madison-schools.com</u>>
Subject: RE: [External] City of Ridgeland Solid Waste and Recycling Questionnaire

Hi Mr. Gardner, is the school not using the recycle dumpster that the City is paying for at all? Mike asked me to ask you what a typical normal year's garbage and recycling would be. I would think that you would have a lot of paper and plastic during a typical year. If you don't mind please let me know that. Thanks.

**Renee Buckner** Administrative Assistant Public Works Department

P.O. Box 217 · Ridgeland, MS 39158 304 Highway 51 · Ridgeland, MS 39157 601.853.2027 · www.ridgelandms.org renee.buckner@ridgelandms.org



From: Gardner, James <jgardner@madison-schools.com</li>
Sent: Tuesday, March 23, 2021 2:13 PM
To: Renee Buckner <renee.buckner@ridgelandms.org</li>
Subject: Re: [External] City of Ridgeland Solid Waste and Recycling Questionnaire

We have not done anything with recycling this year. I don't know how helpful our responses will be, but this is the best information I could gather.

Jimmy Gardner, EdD Assistant Principal, Ridgeland High School cell: (601) 941-9540 office: (601) 898-5023

From: Renee Buckner <renee.buckner@ridgelandms.org</li>
Sent: Tuesday, March 23, 2021 1:07 PM
To: Gardner, James <jgardner@madison-schools.com</li>
Subject: [External] City of Ridgeland Solid Waste and Recycling Questionnaire

Hi Mr. Gardner, it was a pleasure to speak with you today. Thank you for your help in completing the attached guestionnaire. Thank you so much for your help.

**Renee Buckner** Administrative Assistant Public Works Department

P.O. Box 217 · Ridgeland, MS 39158

	MISSISSIPPI
	NONHAZARDOUS SOLID WASTE RECYCLING SURVEY
Name:	Highland Elementary
Address:	330 Brame Rd
	Ridgeland, MS 39157
Number of L	ocations:
Estimated po	pulation served: <u>656</u>
Date recyclin	g operation began: $2 - 1 - 21$
Type of organ	nization (check one):
	County City
	Non-profit Organization
	Please describe,
C	Commercial recycling company
I ype of progr	am (check one):
	Buy-back centers
	Drop-off centers
	Curbside (Voluntary)
	Curbside (Mandatory)
Marketing	
Briefly descri	be your organization's marketing of recovered materials. We have the
Cecucia	Cluer placed in each placeton character is
	THE THE ENDING THE THE THE
CON NOC	have a recycling bin in each of our 32 cleasions
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Nonhazardous Solid Waste Recycling

Please indicate which materials are collected and processed at your facility and the annual amount of those materials collected:

	Material Recycled (Y or N)	Amount Collected (lbs.)
Cardboard / Corrugated	<u> </u>	
Newsprint	<u> </u>	
Other Paper	<u> </u>	. <u></u>
Plastic	×	
Textiles		
Metals		<u></u>
(ferrous, aluminum, etc.)		
Glass		
Wood / Yard Waste		
Food Waste		
Other Organics		~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~
(rubber,		
leather, etc.)		
Other:		

A mount of Garbage Pen week 100165

Size of container 15. yard? How often is it emptied Daily except weakeds

140 TONS

57

8 yart X 5 X

40 jd per week 1600 yd x 175

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	Number of Containers	
ω	Capacity (yards)	
8 70	% full	
16.8	Yards	Holr
	Serviced per week	nes Community Colle
2 52	Weeks Serviced	ege Solid Waste Qua
1747.2	2019 annual Total Yards	nities
2 175	Pounds per Yard	
152.88	Total tons	

School Solid Waste Quanities 2019				
School	Population Served	Tons		
Highland Elementary	656	140		
Ann Smith Elementary	780	166		
Ridgeland High	877	187		
Old Town Middle	800	171		
		664		

Nursing Homes and Assisted Living Facilities Solid Waste and Recycling Volumes (Annually) 2020 In Solid Waste Facility Name # Units Tons Chateau Ridgeland 94 73 The Waterford 119 153 Beau Ridge 87 68 **Highland Home** 120 155 **Ridgeland Place** 84 65 The Orchard 239 308 Hospice Ministries 40 31 The Blake 100 129 Sunnybrook Childrens Home 60 47 Total 1028

Nursing Homes and Assisted Living Facilities Solid Waste and Recycling Volumes (Annually) 2020 In					
Solid Waste					
Facility Name	# Units	Tons			
Chateau Ridgeland	94	73			
The Waterford	119	153			
Beau Ridge	87	68			
Highland Home	120	155			
Ridgeland Place	84	65			
The Orchard	239	308			
Hospice Ministries	40	31			
The Blake	100	129			
Sunnybrook Childrens Home	60	47			
Total		1028			

Appendix K – Full Copy of the City of Ridgeland Zoning and Land Use Map



LOIN	ING CLASSIFICATIONS			
A-1 R-EA	AGRICULTURAL DISTRICT RESIDENTIAL ESTATE DISTRICT	ORDINANCE	BATE	DISTR8
RE	RESIDENTIAL ESTATE DISTRICT	2016-07	5/17/2016	C-2
R-1A	SINGLE FAMILY RESIDENTIAL DISTRICT	2016-10	7/10/2016	MIL
R-1	SINGLE FAMILY RESIDENTIAL DISTRICT	2010-10	1110/2010	
4-2	SINGLE FAMILY RESIDENTIAL DISTRICT	2018-01	1/16/2018	MU-1
6-3	SINGLE PAMILY RESIDENTIAL DISTRICT	2018-02	1/16/2018	C-2/
14	TOWNHOUSE RESIDENTIAL DISTRICT	2018.3	3/05/2010	0.94
R-5	MULTI-FAMILY RESIDENTIAL DISTRICT	2018-3	3/09/2019	0.27
R-M	MOBILE HOME PARK RESIDENTIAL DISTRICT	2019-24	10/15/2019	C-2
S-1	SPECIAL USE DISTRICT			
GW-1	GREENWAY DISTRICT		-	-
MU-1	MIXED USE DISTRICT			
2-1	LOW INTENSITY COMMERCIAL DISTRICT			
2-2	GENERAL COMMERCIAL DISTRICT			
2-2A	GENERAL COMMERCIAL DISTRICT			
2-3	CONVENIENCE COMMERCIAL DISTRICT			
-	HIGHWAY COMMERCIAL DISTRICT			
C-5	HIGH INTENSITY COMMERCIAL DISTRICT			
2-0	REGIONAL SHOPPING MALL DISTRICT			
	LIMITED INDUSTRIAL DISTRICT			
200	TECHNICAL INDUSTRIAL DADK OUTDICT			
ine.	TECHNICAL INCOSTORE PARK LISTING		-	_
	OVERLAY DISTRICTS		-	
	TOWNSHIP AT COLONY PARK			
	WEST JACKSON ST. OVERLAY DISTRICT		-	
	COMMERCE PARK OVERLAY DISTRICT	-	-	
	OLD AGENCY ROAD CORRIDOR PRESERVATION DISTRICT			
			1 1	
	NORTHPARK OVERLAY DISTRICT		-	
	CONTROLLED LIFE CLEDI AV DISTRICT			

MUNDER	DATE	FROM	TO	MATUR	CLERK
2016-07	5/17/2016	C-2	C-2A	GM	82
2016-10	7/19/2016	MU-1	C-4	GM	32
2018-01	1/16/2018	MU-1	OVERLAY	GM	22
2018-02	1/16/2018	C-2A	C-3	GM	82
2018-3	3/05/2019	C-2A	14	CFM	1×
2019-24	10/15/2019	C-2	TIP	ç.¢M	P¥.
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# Appendix L – Debris Tech Contracts for Disaster Debris Removal

**CONTRACT DOCUMENTS** 

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# FOR

# FEMA ELIGIBLE EMERGENCY DISASTER DEBRIS MONITORING & MANAGEMENT

FY 2021

# the city of **RIDGELAND**



# CONTRACT

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THIS AGREEMENT, made this the <u>24<sup>th</sup></u> day of <u>September</u>, 2021, by and between the CITY OF RIDGELAND MISSISSIPPI hereinafter called "OWNER" and DEBRIS TECH hereinafter called "CONSULTANT".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

- 1. The purpose of this contract is to perform debris monitoring supervision and management services related to the removal and disposal of eligible disasterrelated debris from the City right-of-way (ROW) including streets, roads, parks, and other maintained in-use public property and utility ROWs within the City. The monitoring services are meant to ensure the debris removal contractor is performing the scope of work required by the contract, and document the debris removal operations. The management services shall include, but not be limited to, debris forecasting, pre-event planning, communication with FEMA, FHWA, the State of Mississippi, and other agencies, coordination with insurance representatives, and cost of the debris removal operations, grant funding and reimbursement services. The scope of work is further defined as work eligible under FEMA Public Assistance regulations, policy, and guidance. It will be the responsibility of the Consultant to adhere to all federal debris eligibility regulations, policy, and guidance. It is the intent of the OWNER to enter into a Contract for a period from the Effective Date of the Contract thru September 30, 2021.
- The CONSULTANT will provide debris monitoring and management in accordance with the PROPOSAL, Exhibit "A", and RFP Guidelines, Exhibit "B", for "FEMA Eligible Emergency Disaster Debris Monitoring and Management" dated OCTOBER 2021 hereinafter called CONTRACT REQUIREMENTS.

- \*3. The CONSULTANT will furnish all of the material, supplies, tools, equipment, labor and other services necessary for completion of the scope of work in accordance with the CONTRACT REQUIREMENTS.
- 4. The CONSULTANT hereby agrees to commence the work described in the CONTRACT REQUIREMENTS on a date to be specified in a written "NOTICE TO PROCEED". THIS CONTRACT will extend through <u>SEPTEMBER 30, 2025</u>, coinciding with the OWNER'S fiscal year.
- 5. In no event shall the time period for completion of this Contract exceed <u>60</u> calendar days from the NOTICE TO PROCEED, unless the OWNER initiates additions or deletions by written change orders, or in its sole discretion extends this period due to the progress of the debris removal, or the Contract is terminated as provided herein.
- 6. The CONSULTANT agrees to perform all of the work described in the CONTRACT REQUIREMENTS, and comply with the terms therein as shown in the PROPOSAL.
- 7. The term "CONTRACT DOCUMENTS" means and includes the following:
  - (a) This Contract

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- (b) Notice of Award
- (b) Exhibit "A" Executed Proposal Form
- (c) Exhibit "B" RFP Guidelines

The CONSULTANT agrees to abide by the following consequences for failure to complete the project within the time specified in the Contract Documents:

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- A. LIQUIDATED DAMAGES CONSULTANT shall pay to OWNER for each and every calendar day that he shall be in default in attaining Completion of the Work within the time stipulated in the NOTICE TO PROCEED the sum of \$<u>300.00</u> as liquidated damages. The CONSULTANT shall be liable for the continued assessment of liquidated damages of \$<u>300.00</u> for each calendar day that he shall be in default in completing the Work within the stipulated time as provided herein. Since the OWNER's losses are due to the CONSULTANT's delay and are not readily ascertainable, the amount provided herein for liquidated damages constitutes agreed damages and not a penalty.
- B. INDEMNIFICATION In addition to payment of the above liquidated damages, CONSULTANT shall fully indemnify and hold harmless the OWNER, and their officers, personnel, and agents from and against: (1) any and all fines, civil penalties, and assessments levied by any State of Mississippi Office or any federal or state court for failure to meet, perform, or comply with any part of the time schedule as defined in the Contract Documents, and (2) any and all claims, damages, losses, expenses, liabilities, actions, judgments, and decrees of any and every nature whatsoever in any manner caused by, resulting from, or arising out of such failure.
- C. RIGHT OF SET-OFF The OWNER, in addition to its other remedies under this Contract and in law and in equity, may deduct from monies which become due to the CONSULTANT under this Contract any unpaid amounts which become due for the OWNER under any of the foregoing provisions.

<sup>1</sup>10. Payment for work completed shall be invoiced on a monthly basis. To receive payment, CONSULTANT shall submit invoices to the OWNER for the services provided during the invoice period on an hourly-rate basis in accordance with the hourly rate schedule provided in Exhibit "A" - Executed Proposal Form. Work included in these specifications and not identified in the Proposal Form will be priced by change order or supplemental agreement to this contract.

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- 11. Time is of the essence to the performance hereunder and the OWNER shall recover from the CONSULTANT any delay costs caused by the acts or omissions of the CONSULTANT or its agents as it relates to debris removal or grant reimbursement. Except as otherwise provided herein, payment shall be made for actual work accepted and completed. For reasonable cause and/or when satisfactory progress has not been achieved by the CONSULTANT during any period for which a payment is to be made, the OWNER may retain a percentage of said payment, not to exceed 5 percent of the Contract value to ensure performance of the Contract. Said cause and progress shall be determined by the OWNER, in its sole discretion, based on its assessment of any past performance of the CONSULTANT and the likelihood that such performance will continue. Upon completion of all Contract requirements, retained amounts shall be paid promptly less any offsets or deductions authorized hereunder or by law.
- 12. The OWNER may withhold final payment for reasons including, but not limited to, the following: unsatisfactory job performance or progress, defective work, disputed work, failure to comply with material provisions of the contract, third-party claims filed, or reasonable evidence that a claim will be filed or other reasonable cause.
- 13. Final payment, less any offsets or deductions authorized hereunder or by law, shall be made within 30 days of the certification of completion of the project by the OWNER's authorized agent provided the CONSULTANT has completed filing of all contractually required documents and certifications with the OWNER's authorized agent including acceptable evidence of the satisfaction of all claims or liens.

- <sup>1</sup> 13. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.
  - 14. This CONTRACT may be terminated at any time for the convenience of the OWNER. The OWNER agrees to pay the CONSULTANT for all work completed through the termination date.
- 15. The CONSULTANT shall comply with all Federal, State, County, and Municipal laws, ordinances, and regulations. The CONSULTANT shall not discriminate against any employee or applicant due to sex, race, color, creed, national origin or ancestry. The CONSULTANT further certifies he is eligible to perform this CONTRACT under local and Federal law, is not now and has never been debarred from performing Federal or State government contracts and that all subcontractors used in the performance of this CONTRACT have the same qualifications.

IN WITNESS WHEREOF, the parties hereto have executed or caused to be executed by their duly authorized officials, this Agreement in <u>3</u> copies each of which shall be deemed an original on the date first above written.

	City of Ridgeland, Mississippi
^	BY: I Pluse
$\frown$ ()	NAME: Gene, F. McGee
	TITLE: Mayopiso
ATTEST:	P COD C
V Jan Viiv	W RYUNAX E
BY:	9 0 1899 Z
NAME Paula Tierce	
	SEN SE
TILE. City Clerk	(SEAL)
	Debris Tech
	BY: Z
	NAME: Brooks Wallace, P F
	Title President
ATTEST: C	
	ſ
BY: helling litering	ich
NAME: Dans Malan	
TITLE	
DUSTIVESS Manager	

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public works

September 24, 2021

Mr. Brooks Wallace, President Debris Tech 925 Goodyear Boulevard Picayune, MS 39466

# RE: NOTICE OF AWARD FY2021 FEMA Eligible Emergency Disaster Debris Monitoring & Management City of Ridgeland, Madison County, Mississippi

Dear Mr. Wallace,

The City of Ridgeland has considered the Proposal submitted by you for the above described WORK in response to its Request for Proposals dated August 2021. You are hereby notified that your Proposal has been accepted for the period extending through the City's current fiscal year ending on September 30, 2025.

You are required by the RFP Guidelines to execute the Contract Agreement and furnish the required Certificates of Insurance within ten (10) days after receipt this NOTICE OF AWARD. Along with these documents you are also required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Dated this 24<sup>th</sup> day of September, 2021.

(Signature)

<u>City of Ridgeland, Mississippi</u> (Owner)

# ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged by DEBRIS TECH

(Consultant) (Signature)

mailing address; p.o. box 217 • ridgeland, ms 39158 street address: 100 west school street • ridgeland, ms 39157 ph: 601.853.2027 • fax: 601.853.2019 • www.ridgelandms.org

Gene F. McGee, cmo - mayor - John M. McCollum - director of public works

**EXHIBIT "B" - EXECUTED PROPOSAL FORM** 

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# EXHIBIT "A" - PROPOSAL FORM

# **EMERGENCY DISASTER DEBRIS MONITORING & MANAGEMENT**

It is the intent of the City of Ridgeland, Mississippi to negotiate a contract with one (1) consultant for the scope of work described herein. The hourly labor rates shall include all applicable overhead and profit. All non-labor related project costs will be billed to the City at cost without mark-up. All Per Diem Expenses shall be billed directly to the City at a rate not to exceed the GSA Per Diem Allowance for the project area. The rates listed below shall be straight time rates. The Effective Date for the Proposal prices listed below shall be from **October 1, 2021 thru September 30, 2025.** 

POSITION		HOURLY RATE
Principal	NIC	\$00.00
Project Manager		\$65.00
Operations Manager		\$55.00
Environmental Specialist	*10	\$75.00
Field Supervisors	,	\$45.00
Data Manager	NC	\$00.00
Debris Site or Tower Monitors		\$34.00
Crew Monitors		\$34.00
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**RESPECTFULLY SUBMITTED BY:** 

DebrisTech, LLC

SIGNATURE: NAME AND TITLE: ADDRESS:

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PLEASE F	PRINT)
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Debra McCormick, Business Manager

925 Goodyear Blvd. Picayune, MS 39466

PHONE NUMBER:

601-658-9598

**EXHIBIT "C" - RFP GUIDELINES** 

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# ADDENDUM #1

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# CITY OF RIDGELAND, MISSISSIPPI FEMA ELIGIBLE EMERGENCY DISASATER DEBRIS MONITORING & MANAGEMENT OCTOBER 1, 2021 THRU SEPTEMBER 30, 2025

August 13, 2021

The following questions have been asked by potential RFP offerors. These questions together with the following responses are listed below and made part of Addendum #1:

- QUESTION #1: SECTION 3.5 INSURANCE REQUIREMENTS. Regarding the Performance and payment Bond language in section 3.5 of the RFP, pg. 8 – We kindly request the removal of performance and payment bond requirements listed on page 21 of the RFP as the Federal procurement regulations in 2 CFR §200.325 only recommends bonding requirements for construction or facility improvements contracts.
- ANSWER #1: Section 3.5.6 Performance and Payment Bond has been removed from the RFP requirements. Section 4.9 was revised to require retainage be withheld from the Consultant's monthly invoices for the purpose of ensuring performance of the contract. See attached revised Sections 3.5 & 4.9.
- **QUESTION #2:**

Would the City consider pricing adjustments for hourly rates for subsequent years and any extension term, based on the latest yearly percentage increase of the Consumer Price Index for All Urban Consumers (CPI-U)(All Items) as published by the Bureau of Labor Statistics, U.S. Department of Labor?

ANSWER #2: No. The amounts bid in the proposal form are binding during the entire Contract term beginning October 1, 2021 and ending September 30, 2025.

#### QUESTION #3:

Are vendors required to include all costs (including ADMS costs) within the hourly rates proposed or can a separate hourly rate for ADMS be proposed?

ANSWER #3: The costs associated with a Consultant's debris management and monitoring systems will not be paid for separately and shall be included as overhead within the rates provided in the Proposal.

# ADDENDUM #1

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# CITY OF RIDGELAND, MISSISSIPPI FEMA ELIGIBLE EMERGENCY DISASATER DEBRIS MONITORING & MANAGEMENT OCTOBER 1, 2021 THRU SEPTEMBER 30, 2025

August 13, 2021

The following questions have been asked by potential RFP offerors. These questions together with the following responses are listed below and made part of Addendum #1:

<b>QUESTION #4:</b>	
	Are vendors allowed to no-bid certain line items or must pricing that is deemed to be fair and balanced (commensurate with the position proposed) be proposed for every line included on the pricing sheet?
ANSWER #4:	An amount must be entered for every line item in the Proposal even if that amount is \$0.00. Failure to properly complete the Proposal gives the City the right to reject the Consultant's proposal.
QUESTION #3:	
	FEMA Reimbursement Specialist is not listed on the Proposal Form/Hourly Rate Sheet but is mentioned in Section 2.8.6. Is this position required? If so, shall proposers also include an hourly rate for this position?
ANSWER #4:	The FEMA Reimbursement Specialist position is not required. Section 2.8.6 only mentioned this position as an example of the possible staff skills that may be described in an offeror's qualifications. Any staff working on this

Acknowledge receipt of this addendum electronically upon receipt <u>and</u> on the Proposal in Exhibit "A".

Christopher W. Bryson, P.E. City Engineer City of Ridgeland
# **REQUEST FOR PROPOSALS**

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FOR

FEMA ELIGIBLE EMERGENCY DISASTER DEBRIS MONITORING & MANAGEMENT

**OCTOBER 2021** 



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## **SECTION 1 - INTRODUCTION AND INSTRUCTIONS**

### 1.1. Purpose of the RFP

This Request for Proposals (RFP) is issued by the City of Ridgeland, Mississippi (hereinafter referred to as the "City"). It is the intent of the City to negotiate a contract with one (1) Consultant for the scope of work described herein to perform debris monitoring supervision and management services related to the removal and disposal of eligible disaster-related debris from the City right-of-way (ROW) including streets, roads, parks, and other maintained in-use public property and utility ROWs within the City. The monitoring services are meant to ensure the debris removal contractor is performing the scope of work required by the contract, and document the debris removal operations. The management services shall include, but not be limited to, debris forecasting, preevent planning, communication with FEMA, FHWA, the State of Mississippi, and other agencies, coordination with insurance representatives, and cost of the debris removal operations, grant funding and reimbursement services. The scope of work is further defined as work eligible under FEMA Public Assistance regulations, policy, and guidance. It will be the responsibility of the Consultant to adhere to all federal debris eligibility regulations, policy, and guidance. It is the intent of the City to enter into a Contract for a period from the Effective Date of the Contract thru September 30, 2015.

### 1.2. Contact Person, Telephone, Fax Number, and Email

Mike McCollum, Public Works Director, is the point of contact for this RFP. Unauthorized contact regarding the RFP with other City employees may result in the Offerer being disqualified.

Mike McCollum, Public Works Director Phone: 601.853.2027 Fax: 601.853.2019 Email: <u>mike.mccollum@ridgelandms.org</u>

#### 1.3. RFP Schedule of Events

This schedule of events represents the City's best estimate of the schedule that will be followed for this RFP. If a component of this schedule such as the deadline for receipt of proposals is delayed, the rest of the schedule will be shifted by the same number of days.

The approximate RFP schedule is as follows:

- □ RFP Advertisement: July 15, 2021 & July 22, 2021
- □ Proposals due: August 17, 2021 at 2:00 Pm
- □ Review of proposals: August 25, 2021.
- □ Contract award: September 8, 2021.
- Notice to proceed: To be determined upon disaster event.

## 1.4. Return Mailing Address and Deadline for Receipt of Proposals

Offerers must submit six (6) original hard copies of sealed proposals addressed to:

City of Ridgeland Attention: Paula Tierce, City Clerk City Hall 100 W. School Street P.O. Box 217 Ridgeland, MS 39158

Proposals must be received by the City Clerk's Office at the location specified no later than 2:00 p.m., Central Standard Time, on August 17, 2021. Proposals will not be publicly read at the opening.

Proposals may not be delivered orally, by facsimile transmission, by other telecommunication, or electronic means. No oral interpretation of this Request for Proposal shall be considered binding. The City shall be bound by information and statements only when such statements are written and executed under the authority of the Mayor.

Offerers assume the risk of the method of dispatch chosen. The City assumes no responsibility for delays caused by any delivery service. Postmarking by the due date will not substitute for actual proposal receipt by the City. An Offerer's failure to submit its proposal prior to the deadline will cause the proposal to be rejected. Late proposals or amendments will not be opened or accepted for evaluation.

## SECTION 2 PROPOSAL GUIDANCE

#### STANDARD PROPOSAL INFORMATION

#### 2.1 Proposal Format

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Offerers must succinctly respond in the format delineated below. Elaborate, irrelevant, or otherwise unnecessary information will not be considered. The following information shall be tabbed to identify the required information. Failure to submit this information will render your proposal non-responsive.

#### 2.2 Authorized Signature

An individual authorized to bind the offerer to the provisions of the RFP must sign the proposal.

## 2.3 City Not Responsible for Preparation Costs

The City will not pay any cost associated with the preparation, submittal, presentation, or evaluation of any proposal.

## 2.4 Conflict of Interest

Offerers must disclose any instances where the Consultant or any individuals working on the contract has a possible conflict of interest and, if so, the nature of that conflict (e.g., employed by the City of Ridgeland). The City reserves the right to cancel the award if any interest disclosed from any source could either give the appearance of a conflict or cause speculation as to the objectivity of the offerer's proposal. The City's determination regarding any questions of conflict of interest is final.

## 2.5 Offerer's Certification

- 1. By signature on the proposal, the offerer certifies that it complies with:
  - The laws of the state of Mississippi.
  - All applicable local, state, and federal laws, codes, and regulations.
  - All terms, conditions, and requirements set forth in this RFP.
  - A condition that the proposal submitted was independently arrived at without collusion.
  - A condition that the offer will remain open and valid for the period indicated in this solicitation and any condition that the Consultant and/or any individuals working on the contract do not have a possible conflict of interest (e.g., employed by the City of Ridgeland).
- 2. If any Consultant fails to comply with the provisions stated in this paragraph, the City reserves the right to reject the proposal, terminate the contract, or consider the Consultant in default.

## 2.6 No Contact Policy

Any contact with any City representatives, related officials, or representatives other than those outlined in the RFP is prohibited. Such unauthorized contact may disqualify your proposal from this procurement.

## 2.7 Special Conditions

- 1. The City reserves the right to reject any and all proposals, to waive formalities, and to select the proposal and developer(s) that, in the City's sole discretion, are in the best interests of the City of Ridgeland, Mississippi.
- 2. The City reserves the right to:
- a) Amend, modify, or withdraw this RFP.
- b) Revise any requirements under this RFP.
- c) Require supplemental statements of information from any responding party.
- d) Extend the deadline for submission of responses hereto.
- e) Negotiate or hold discussions with any offerer to correct insufficient responses that do not completely conform to the instructions contained herein.
- f) Waive any nonconformity with this RFP.
- g) Cancel, in whole or in part, this RFP if the City deems it is in its best interest to do so.
- h) Request additional information or clarification of information provided in the response without changing the terms of the RFP.
- i) Waive any portion of the selection process in order to accelerate the selection and negotiation with the top-ranked Consultant.
- j) Not award a contract as a part of, or result of, this RFP process. The City may exercise the foregoing rights at any time without notice and without liability to any offerer, or any other party, for expenses incurred in the preparation of response hereto or otherwise.

#### PROPOSAL FORMAT AND CONTENT

#### 2.8 Qualifications

Provide a description and history of the firm focusing on previous experience. Only past experience as the prime consultant will be considered. Firm qualifications must include, at minimum, the following:

- 1. Recent experience demonstrating current capacity and current expertise in debris removal, solid waste and hazardous waste management and disposal.
- 2. Documented knowledge and experience coordinating with Federal, State and Local emergency agencies.
- 3. Experience representing local governments with various state and federal funding sources and reimbursement processes, including FEMA (Federal Emergency Management Agency), FHWA (Federal Highway Administration), and NRCS (Natural Resources Conservation Services).
- 4. Experience with special disaster recovery program management services including private property/right-of-entry (ROE) work, waterways clean-up and reimbursement, leaning tree and hanging limb removal, hazardous material removal, vessel and vehicle recovery, asbestos abatement, data management, and hauler invoice reconciliation and contracting, and FEMA appeals assistance.
- 5. Provide three (3) references for which the firm has performed services within the past five (5) years that are similar to the requirements in the Scope of Work. Provide the reference contact name, address, e-mail address, telephone numbers and date of the contract.
- 6. Provide an organizational chart, resumes, and summary of staff qualifications. Key project staff (management staff including, but not limited to: project manager, collection and disposal operations managers, FEMA reimbursement specialist, data manager, etc.) must be full time employees of the proposing firm and have experience, working for the Proposer.

## 2.9 Technical Approach

- 1. Provide a description of the Proposer's approach to the project, to include startup procedures/requirements, debris estimate methodology, analysis of debris recovery operations and management of the debris recovery contractors, billing/invoices reporting procedures to FEMA and the County.
- 2. A brief narrative describing the Consultant's approach to providing the required documentation for Public Assistance grants reimbursement.

## 2.10 Cost Proposal

 Each Offerer must complete and submit the Cost Proposal Form/Fee Schedule included herein. The Cost Proposal will be evaluated on the hourly rates submitted on the cost proposal form for the labor positions listed. All non-labor projected costs will be billed to the City at cost without markup. All Per Diem Expenses shall be billed directly to the City at a rate not to exceed the GSA Per Diem Allowance for the project area.

#### 2.11 Selection Criteria

1. The following weighted criteria will be utilized during evaluation of Proposals. The ranking, not the total score will determine the proposal selected.

Qualifications	40%
Technical Approach	30%
Cost Proposal	20%
Location of Home, Branch and Field Offices	10%

## **SECTION 3 - CONTRACT AWARD**

#### 3.1 Contract Award

It is the City's intent to enter into a contract)(s) with a Consultant who best demonstrates the qualifications and technical plan at the lowest total cost to expeditiously provide monitoring and management services related to eligible disaster debris removal from public ROW for the City as outlined in this proposal.

## 3.2 Changes, Additions, Deduction, and Additional Work

- 1. The City may elect to monitor and document debris with its own forces, volunteers, or other resources and/or activate the contract resulting from the RFP. Further, no amount of work is guaranteed under the contract, and the City may terminate the contract(s) awarded without cause at the City's convenience. In such event, the Consultant shall be paid for work performed through the date of termination.
- 2. Upon proper action by the City, the City may authorize changes, additions, or deductions from the work to be performed. The authorization must be by written notice to the Consultant. No extra work shall be done or any obligation incurred except upon written order by the City. If any change causes an increase or decrease in the Consultant's cost of, or the time required for, the performance of any part of the work under this contract, the City shall make an equitable adjustment and modify the contract in writing.

## 3.3 Termination of Contract

- 1. The City may, by written notice to the Consultant, terminate this agreement in whole or in part at any time, either for the City's convenience or for cause. Upon receipt of notice, the Consultant shall immediately discontinue all services affected, unless the notice directs otherwise.
- 2. If the termination is for the convenience of the City, an equitable adjustment in the contract price shall be made, but no amount shall be allowed for anticipated profit or unperformed service.
- 3. This contract shall be terminated for cause if the Consultant defaults in the performance of any of the terms hereof including, but not limited to, unsatisfactory job performance or progress, defective work, disputed work, failure to comply with material provisions of the contract, third-party claims filed or reasonable evidence that a claim will be filed, or other reasonable cause, or otherwise fails to cure any other deficiency identified by the City within 24 hours of delivery of notice of said deficiency. The City retains all other legal or equitable rights or remedies existing as a result of said default, including, but not limited to, any legal process necessary to obtain any sureties securing this contract. Any reasonable attorney's fee incurred in enforcing this contract will not exceed 5 percent of said contract price.

#### 3.4 Indemnification

1. To the fullest extent permitted by law, the Consultant, its subcontractors, agents, servants, officers, or employees shall indemnify and hold harmless the City of Ridgeland, including, but not limited to, its elected and appointed officials, officers, employees, and agents from any and all claims brought by any person or entity whatsoever, arising from any act, error, or omission of the provider during the Consultant's performance of the agreement or any other agreements of the Consultant, entered into by reason thereof. The Consultant shall indemnify and defend the City of Ridgeland, including, but not limited to, its elected and appointed officials, officers, employees, and agents with respect to any claim arising, or alleged to have arisen from negligence, and/or willful, wanton, or reckless acts or omissions of the Consultant, its subcontractor, agents, servants, officers, or employees and any and all losses or liabilities resulting from any such claims, including, but not limited to, damaged awards, costs, and reasonable attorney's fees. The indemnification shall not be affected by any other portions of the agreement relating to insurance requirements. The Consultant agrees that it will procure and keep in force at all times at its own expense insurance in accordance with these specifications.

## 3.5 Insurance Requirements

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The Consultant shall secure the insurance specified below. All insurance secured by the Consultant under the provisions of this section shall be issued by insurance companies acceptable to the City. The insurance specified in this section may be in a policy or policies of insurance, primary or excess. Certificates of all required insurance shall be provided to the City upon execution of an agreement.

- 1. Workers' Compensation The vendor shall provide coverage for its employees with statutory workers' compensation limits, and no less than \$1,000,000.00 for Employers' Liability. Said coverage shall include a waiver of subrogation in favor of the City and its agents, employees and officials.
- 2. Commercial General Liability The vendor shall provide coverage for all operations including, but not limited to Contractual, Products and Completed Operations, and Personal Injury. The limits shall be not less than \$1,000,000.00.
- 3. Business Automobile Liability The vendor shall provide coverage for all owned, non-owned and hired vehicles with limits of not less than \$1,000,000.00, per occurrence, Combined Single Limits (CSL) or its equivalent.
- 4. Professional Liability (Errors & Omissions) The vendor shall provide coverage for all claims arising out of the services performed with limits not less than \$1,000,000.00 per claim. The aggregate limit shall either apply separately to this contract or shall be as least twice the required per claim limit.
- 5. Workers' compensation insurance providing the statutory limits required by Mississippi law. In addition, it shall provide Coverage B, Employer's Liability Coverage, of not less than \$1,000,000 each accident, \$1,000,000 disease-policy limits. The required limit may be met by excess liability (umbrella) coverage.
- 6. The Consultant will provide the City with at least 30 days' written notice of an insurer's intent to cancel or not renew any of the insurance coverage. The Consultant agrees to hold the City harmless from any liability, including additional premium due because of the Consultant's failure to maintain the coverage limits required.
- 7. The City's approval or acceptance of certificates of insurance does not imply the City's assumption of responsibility for the validity of any insurance policies nor does the City represent that the above coverages and limits are adequate to protect any individual/group/business, its consultants' or subcontractors' interests, and assumes no liability therefore.

#### 3.6 Independent Contractor

1. The parties agree that the Consultant operates an independent business and is contracting to do work according to its own methods, without being subject to the control of the City or FEMA, except as to the product or the result of the work. The relationship between the City and the Consultant shall be that as between an independent contractor and the City and not as an employer-employee relationship. The payment to the Consultant is inclusive of any use, excise, income, or any other tax arising out of this Agreement.

## 3.7 Suspension and Disbarment

- 1. This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the Consultant is required to verify that none of the staff, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.
- 2. The Consultant is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.
- 3. By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:
- 4. The certification in this clause is a material representation of fact relied upon by the City of Ridgeland. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the City of Ridgeland, the federal government may pursue available remedies including, but not limited to, suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

#### **SECTION 4 - SCOPE OF WORK**

#### 4.1 Introduction

This RFP is being issued in order to:

- Ensure debris removal is being performed in accordance with the scope of work required by the Contract.
- Ensure debris removal is being documented in accordance with the scope of work required by the Contract and as required by Federal, State and local agencies for grant reimbursement.
- Ensure grant funding and reimbursement services are provided through coordination with FEMA.
- Expedite the recovery process through a debris management plan inclusive of debris forecasting, collection strategy, and communication with FEMA, FHWA, the State of Mississippi, and other local agencies.

The firm shall be knowledgeable and have experience in providing the services as described herein and conduct its operations within the general parameters of FEMA's Public Assistance Program, unless otherwise directed by the City.

The debris shall be taken to an approved debris management site or a final disposal dumpsite. The approved debris management site is South West Madison County Fire Department located at 141 Lake Cavalier Road, Madison County, MS. Approved final disposal locations are Little Dixie Landfill and Madison South landfill. The Little Dixie landfill is located at 1716 North County Line Road, Madison County, MS. Madison South Landfill is located at 2950 North County Line Road, Madison County, MS. These sites are shown on Exhibit "D".

The area to be included as part of this contract is located entirely within the City limits. It will be the responsibility of the Consultant to adhere to all federal debris removal eligibility regulations, policy, and guidance. FEMA's Public Assistance Debris Management Guide (FEMA 325) can be round at:

## www.fema.gov/pdf/government/grant/pa/demagde.pdf

#### Code of Federal Regulations

Offerers acknowledge that time is of the essence to the performance of the contract. Offerers understand and agree that the services offered within their proposal must be done in the most expeditious manner possible. The successful offerer shall make every effort to complete all requirements of the awarded contract in the shortest time possible.

## 4.2 Fixed Site Debris Monitors

Consultant will provide personnel to oversee the inspection of the disposal or unloading sites by providing the monitoring, verification of load capacity, and documentation at designated temporary disposal sites. Services include:

- 1. Provide disposal site monitors and inspectors personnel.
- 2. Complete record of contract haulers' cubic yardage and other record keeping as may be needed on the provided load ticket.
- 3. Initial each load ticket before permitting truck to proceed from the check-in area to the tipping area.
- 4. Remain in contact with debris management/dispatch center or supervisor.
- 5. Perform other duties as directed by the dispatch/staging operation, debris management project manager, or designated City personnel.
- 6. Accurately measure load hauling compartments and accurately compute volume capacity in cubic yards. Document and record measurements and computations.

## 4.3 Field Debris Monitors

Consultants will perform roving on-site, street-level work area inspections of debris cleanup and collection. Consultant will provide loading site (field) monitors to inspect and control debris collection utilizing manifest load tickets. Services include:

- 1. Provide field monitor personnel at designated areas to check and verify information on debris removal.
- 2. Monitor collection activity of trucks.
- 3. Issue manifest load tickets at loading site for each load.
- 4. Check the area for safety considerations such as downed power lines, children playing in area, are traffic control needs met, are trucks and equipment being operated safely.
- 5. Ensure Freon containing appliances are sorted and ready for Freon removal on site or separate transport for Freon removal before final disposal.
- 6. Perform a pre-work inspection of areas to check debris piles to identify covered utility meters, transformers, fire hydrants, mail boxes, etc. to help prevent damage from loading equipment and to look for potential problems.

- 7. Should damages occur to utility components, driveways, road surfaces, private property, vehicles, etc. document the damage with photos if possible, collect information about owner, circumstances of the damage (who, what, when, where) and report to your supervisor.
- 8. Ensure the work area is clear of debris to the specified level before equipment moves to a new loading area.
- 9. Accurately measure load hauling compartments and accurately compute volume capacity in cubic yards. Document and record measurements and computations.
- 10. Properly monitor and record performance and productivity of debris removal crew.
- 11. Remain in constant contact with debris management/dispatch center or supervisor.
- 12. Ensure that loads are contained properly before leaving the loading area.
- 13. Ensure only eligible debris is collected for loading and hauling.
- 14. Ensure only debris from approved public areas is loaded for removal.
- 15. Perform other duties from time to time as directed by the debris management project manager or designated City debris management personnel.
- **4.4** Senior Technician/Field Supervisor/Emergency Operations Manager: Consultant will provide project management to oversee debris monitoring activities in the field. Services will include:
  - 1. Oversight and Supervision of Monitor field activity.
  - 2. Scheduling of Monitoring resources and deployment timing.
  - 3. Communication and coordination with City personnel.
  - 4. Make suggestions to improve the efficiency of collection and removal of debris.
  - 5. Coordinate daily activities and future planning.
  - 6. Remain in contact with debris management/dispatch center or supervisor.
  - 7. Identify, address, and troubleshoot any questions or problems that could impact work area safety and eligibility.
  - 8. Accurately measure load-hauling compartments and accurately compute volume capacity in cubic yards.

#### 4.5 Load Tickets

- 1. Load tickets shall be used for recording the cubic yard volume or each for items specifically listed in the Contract of debris properly removed for disposal.
- 2. Each load shall be accompanied by a load ticket listing, at a minimum, the information provided in Exhibit "B" with appropriate signoff at pickup and drop locations.
- 3. A copy of the load ticket to be used by the contractor shall be submitted for City or monitor approval prior to beginning work.
- 4. The Debris monitoring company shall utilize an Electronic Ticketing System to generate electronic debris load tickets for each load of debris generated. The Electronic Ticketing System shall capture a digital photograph, GPS coordinates, Electronic Signature, and a timestamp for each load of debris generated as it is loaded and as it dumped. The System shall also capture before and after photos of each Leaner, Hanger, and Stump removed along with GPS coordinates and timestamps. This information shall be transmitted electronically to a central information database that provides real time access to debris removal activities via a web-based interface. Along with the digital records, the system shall also have the ability to generate paper receipts in the field for redundancy and debris removal crew validation if requested by the City at no additional cost. The System shall also be capable of providing a real time connection to the City's GIS system and shall be customizable to meet specific needs of the City with no additional cost to the City. The purpose of the Electronic Ticketing System is to provide the City with complete documentation of every load of debris generated for auditing and reimbursement purposes.
- 5. Each ticket shall contain the following information, at a minimum:
  - a. Ticket Number
  - b. Contract Number
  - c. Contractor Name
  - d. Date
  - e. Truck or Roll-off Number
  - f. Truck Capacity
  - g. Point of Debris Collection
  - h. Loading Departure Time
  - i. Dump Arrival Time
  - j. Load Percent of Truck Capacity
  - k. Actual Debris Volume
  - I. Debris Eligibility (Y/N)

6. A minimum "four-part" load ticket will be issued by a City monitor prior to transport of the debris from the loading site. The entire four-part load ticket is given to the vehicle operator. Upon arrival at the dumpsite, the vehicle operator will give the entire four-part load ticket to the City monitor. The City monitor will verify the hauler and equipment and establish a percent of truck capacity of the eligible cubic yardage of debris load. After documenting percentage to the nearest 5%, the City monitor will calculate the actual cubic yardage of the load. The actual cubic yard will be recorded on the load ticket by the City monitor to the nearest cubic yard. The City monitor will document the data on the load ticket. The City monitor will give one copy to the vehicle operator. One copy is then given to the contractor, the original is kept by the City and the fourth to FEMA or any other entity that may need a copy. The load tickets shall be submitted with the daily operational report.

#### 4.6 Other Services

The selected firm's services shall also include the following:

- 1. Coordinating daily briefings, work progress, staffing, and other key items with the City.
- 2. Support with the selection and permitting of Temporary Debris Storage and Reduction Site (TDSRS) locations and other permitting/regulatory issues as requested.
- 3. Scheduling work for team members and contractors on a daily basis.
- 4. Hiring, scheduling, and managing field staff.
- 5. Monitoring recovery contractor operations and making/implementing recommendations to improve efficiency and speed up recovery work.
- 6. Assisting the City with responding to public concerns and comments.
- 7. Certifying contractor vehicles for debris removal using methodology and documentation practices appropriate for contract monitoring.
- 8. Developing daily operational reports to keep the City informed of work progress.
- 9. Development of maps, GIS applications, etc. as necessary.
- 10. Comprehensive review, reconciliation, and validation of debris removal contractor(s) invoices prior to submission to the City for processing.
- 11. Project Worksheet and other pertinent report preparation required for reimbursement by FEMA, FHWA and any other applicable agency for disaster recovery efforts by City staff and designated debris removal contractors.
- 12. Final report and appeal preparation and assistance.

## 4.7 Reporting

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- 1. The Monitor shall review the contractor's Daily Haul Record (Exhibit "C") each day for the term of the contract.
- 2. Discrepancies between the daily operational report and the corresponding load tickets shall be reconciled no later than the following day.

## 4.8 Measurement

 Measurement for all eligible debris removed shall be on a per cubic yard or per each basis. Load tickets reconciled with daily operational reports shall document measurement. Contractor compensation will be based on completed and eligible load tickets administered and validated by the City based on the contractor's unit price of eligible debris hauled.

### 4.9 Payment

- 1. Payment for work completed shall be invoiced on a monthly basis. To receive payment, Consultant shall submit invoices to the City for the services provided during the invoice period on an hourly-rate basis. Work included in these specifications and not identified in the Proposal Form will be priced by change order or supplemental agreement to this contract.
- 2. The City shall retain 5% of each monthly invoice to ensure performance of the contract. Upon receiving the Final FEMA reimbursement and completion of all other contract requirements, the Consultant shall submit a Final invoice to the City for the retained amounts.
- 3. Time is of the essence to the performance hereunder and the City shall recover from the Consultant any delay costs caused by the acts or omissions of the Consultant or its agents as it relates to debris removal or grant reimbursement. Except as otherwise provided herein, payment shall be made for actual work accepted and completed. For reasonable cause and/or when satisfactory progress has not been achieved the City may choose to reject invoice approval until such time when the contract requirements for the period invoiced are complete. Said cause and progress shall be determined by the City, in its sole discretion, based on its assessment of any past performance of the Consultant and the likelihood that such performance will continue.
- 4. The City may withhold final payment for reasons including, but not limited to, the following: unsatisfactory job performance or progress, defective work, disputed work, failure to comply with material provisions of the contract, third-party claims filed, or reasonable evidence that a claim will be filed or other reasonable cause.
- 5. Final payment, less any offsets or deductions authorized hereunder or by law, shall be made within 30 days of the certification of project completion by the City's authorized agent provided the Consultant has completed filing of all contractually required documents; certified acceptable evidence of the satisfaction of all claims or liens; and, certified City receipt of the Final FEMA reimbursement.

## 4.10 Deployment

4

1

1. Consultant must be prepared to effect placement of field monitors within 24 hours from the notice to proceed. When additional debris monitoring is needed to meet FEMA monitoring requirements, consultant shall be prepared to increase the number of monitors for the City to use as needed.

## **EMERGENCY DISASTER DEBRIS MONITORING & MANAGEMENT**

It is the intent of the City of Ridgeland, Mississippi to negotiate a contract with one (1) consultant for the scope of work described herein. The hourly labor rates shall include all applicable overhead and profit. All non-labor related project costs will be billed to the City at cost without mark-up. All Per Diem Expenses shall be billed directly to the City at a rate not to exceed the GSA Per Diem Allowance for the project area. The rates listed below shall be straight time rates. The Effective Date for the Proposal prices listed below shall be from October 1, 2021 thru September 30, 2025.

POSITION	HOURLY RATE
Principal	
Project Manager	
Operations Manager	
Environmental Specialist	
Field Supervisors	
Data Manager	
Debris Site or Tower Monitors	
Crew Monitors	

**RESPECTFULLY SUBMITTED BY:** 

(PLEASE PRINT)

SIGNATURE: NAME AND TITLE: ADDRESS:

3 3

**PHONE NUMBER:** 

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EXHIBIT "B" – LOAD TICKET

2001

		Ticket No. 0012345								
Municipality (Applica	int)	Prime	e Contractor							
		Sub-	Contractor							
Truck No		С	apacity							
Truck Driver (print le	egibly)									
	Time	Date	Inspector/Monitor							
Loading										
When Using	GPS Coordinat	tes use Decir	nal Degrees (N xx.xxxxx)							
N		W								
N Debris Classification		W								
Debris Classification       Vegetation       C&D		Estimate	ed %, CYs, or Actual Weight							
Debris Classification   Output   C&D   White Goods   HHW		Estimate	ed %, CYs, or Actual Weight							
Debris Classification     Vegetation     C&D     White Goods     HHW     Other* See Belo	ow Time	Estimate	ed %, CYs, or Actual Weight							
Debris Classification Vegetation C&D Vegetation C&D White Goods HHW Other* See Belo Unloading	ow Time	Date	ed %, CYs, or Actual Weight							
Debris Classification   Vegetation   C&D   White Goods   HHW   Other* See Below   Unloading DMS Name and Loca	ow Time	Date	ed %, CYs, or Actual Weight							

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TRUCK CERTIFICATION FORM

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	General Inf	ormation	
Applicant:		Monitor:	
Contractor:		Date:	
Measurement Location:		County:	
Declaration Number:			
	Truck Info	rmation	
Make	Year	Color	License
Truck Measurements			
Performed By:		Date:	
Volume Calculated By:		Date:	
Both Checked by:		Date:	
	Driver Info	rmation	
Name:			
Address:			
Phone Number:			
	Owner Info	rmation	
Name:			
Address:			
Phone Number:			
	1		
Truck Identification		Tru	1ck Capacity
	Photo		
(Se	ee reverse for calculat	ion worksheet)	

TRUCK CERTIFICATION FORM

N 6. 1



EXHIBIT "C" - DAILY HAUL RECORD

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	Date:		Comments												Tower Site:	
		ant Monitor:	ation Photo/ Disc												Page	
r 1		Applica	/ol. or Pick-Up Loc Veight													
			d Ticket Capacity V													
			Time Truck Loa No.												 Applicant:_	

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**TOWER MONITOR LOG** 

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	t.													
Date:	Comments								×.					
<b>DR REPORT</b>	Photo/ Disc													
ROVING MONITC	Pick-Up Location													
	Vol. or Weight													
	it Capacity								**					
, in	Load Ticke													
Monita	Truck No.													
	Time													

Applicant: \_\_

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DAILY ISSUE LOG

Date:

: - -	Issue/Kesolution															
Photo/	Disc							-								
Applicant Monitor																
Contractor/	Sub-Contractor															
Pick-Up Location																
Load Ticket																
Truck No.																
Issue No.																-20

Applicant:

Page

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3

## FEMA ELIGIBLE EMERGENCY DISASTER DEBRIS MONITORING AND MANAGEMENT

Company \_\_\_\_\_

Selection Criteria	Points Available	Points Awarded
Qualifications on Similar Projects		
	40	
Technical Plan to Complete the Work		
Expeditiously	30	
Cost Proposal		
	20	
Location of Home, Branch and Field Offices	10	
.,	Total	

Appendix M – Looks Great of MS Contract for Debris Removal

## CONTRACT DOCUMENTS

## FOR

# FEMA ELIGIBLE EMERGENCY DISASTER DEBRIS REMOVAL

FY 2021





#### CONTRACT

THIS AGREEMENT, made this the <u>24th</u> day of <u>September</u>, 2021, by and between the **CITY OF RIDGELAND MISSISSIPPI** hereinafter called "OWNER" and **LOOKS GREAT SERVICES OF MS** doing business as (a Corporation) hereinafter called "CONTRACTOR".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

- 1. The purpose of this contract is to perform the removal and disposal of eligible disaster related debris from the City ROW including streets, roads, parks, and other maintained in-use public property and utility ROWs within the City in order to: eliminate immediate threats to life, public health, and safety; Eliminate immediate threats of significant damage to improved public or private property; and, Ensure economic recovery of the affected community to the benefit of the community at large.
- 2. The CONTRACTOR will provide removal and disposal of eligible disaster related debris in accordance with the PROPOSAL, Exhibit "A", and RFP Guidelines, Exhibit "B", for "FEMA Eligible Emergency Disaster Debris Removal" dated OCTOBER 2021 hereinafter called CONTRACT REQUIREMENTS.
- The CONTRACTOR will furnish all of the material, supplies, tools, equipment, labor and other services necessary for completion of the removal and disposal of eligible disaster related debris in accordance with the CONTRACT REQUIREMENTS.
- 4. The CONTRACTOR hereby agrees to commence the work described in the CONTRACT REQUIREMENTS on a date to be specified in a written "NOTICE TO PROCEED". THIS CONTRACT will extend through <u>SEPTEMBER 30, 2025</u>, coinciding with the OWNER'S fiscal year.
- 5. In no event shall the time period for completion of this Contract exceed <u>60</u> calendar days from the NOTICE TO PROCEED, unless the OWNER initiates additions or deletions by written change orders, or in its sole discretion extends this

period due to the progress of the debris removal, or the Contract is terminated as provided herein.

- 6. The CONTRACTOR agrees to perform all of the work described in the CONTRACT REQUIREMENTS, and comply with the terms therein as shown in the PROPOSAL.
- 7. Upon issuance of a NOTICE TO PROCEED, an executed Performance and Payment bond will be required in the amount of the damage estimate determined by the OWNER or the OWNER'S Program Manager.
- 8. The term "CONTRACT DOCUMENTS" means and includes the following:
  - (a) This Contract

,

- (b) Notice of Award
- (b) Exhibit "A" Executed Proposal Form
- (c) Exhibit "B" RFP Guidelines
- 9. The Contractor agrees to abide by the following consequences for failure to complete the project within the time specified in the Contract Documents:
  - A. LIQUIDATED DAMAGES CONTRACTOR shall pay to OWNER for each and every calendar day that he shall be in default in attaining Completion of the Work within the time stipulated in the NOTICE TO PROCEED the sum of \$\_300.00\_ as liquidated damages. The CONTRACTOR shall be liable for the continued assessment of liquidated damages of \$\_300.00\_ for each calendar day that he shall be in default in completing the Work within the stipulated time as provided herein. Since the OWNER's losses are due to the CONTRACTOR's delay and are not readily ascertainable, the amount provided herein for liquidated damages constitutes agreed damages and not a penalty.

- B. INDEMNIFICATION In addition to payment of the above liquidated damages, CONTRACTOR s shall fully indemnify and hold harmless the OWNER, and their officers, personnel, and agents from and against: (1) any and all fines, civil penalties, and assessments levied by any State of Mississippi Office or any federal or state court for failure to meet, perform, or comply with any part of the time schedule as defined in the Contract Documents, and (2) any and all claims, damages, losses, expenses, liabilities, actions, judgments, and decrees of any and every mature whatsoever in any manner caused by, resulting from, or arising out of such failure.
- C. RIGHT OF SET-OFF The OWNER, in addition to its other remedies under this Contract and in law and in equity, may deduct from monies which become due the CONTRACTOR under this Contract any unpaid amounts which become to or for the OWNER under any of the foregoing provisions.
- 10. The OWNER will pay to the CONTRACTOR in the manner and at such times set forth in the General Conditions such amount as required by the CONTRACT REQUIREMENTS. The OWNER shall retain five percent (5%) of the amount of each payment until final completion and acceptance of all work covered by the CONTRACT REQUIREMENTS unless otherwise mutually agreed.
- 11. The Contractor agrees to allow the Owner or a duly authorized representatives thereof, access to books, documents, papers and records of the Contractor which are directly pertinent to the project which is the subject of this Contract, for the purpose of making audits, examinations, excerpts and transcriptions, and Contractor agrees to insert an identical access to records clause into all subcontracts.
- 12. The Contractor shall be held responsible for forfeiture of monies in the event that an audit indicates his failure to keep adequate records, including change orders, force accounts and payroll records.

- 13. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.
- 14. This CONTRACT may be terminated at any time for the convenience of the OWNER. The OWNER agrees to pay the CONTRACTOR for all work completed through the termination date.
- 15. The CONTRACTOR shall comply with all Federal, State, County, and Municipal laws, ordinances, and regulations. The CONTRACTOR shall not discriminate against any employee or applicant due to sex, race, color, creed, national origin or ancestry. The CONTRACTOR further certifies he is eligible to perform this CONTRACT under local and Federal law, is not now and has never been debarred from performing Federal or State government contracts and that all subcontractors used in the performance of this CONTRACT have the same qualifications.

IN WITNESS WHEREOF, the parties hereto have executed or caused to be executed by their duly authorized officials, this Agreement in <u>3</u> copies each of which shall be deemed an original on the date first above written.

		∧ City of Ridgeland, Mississippi
AITTEST: BY: NAME: Paula Tierce TITLE: City Clerk	BY: NAME: TITLE:	Gene F. McGee Mayor MADISON 49 1899 1899 5 E A SEAL) Contractor
	BY: NAME <sup>.</sup>	Glanda Igaglia
	Title	President
ATTEST:		
TITLE		(SEAL)
Vice President		
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public works

September 24, 2021

Ms. Yolanda Agoglia President Looks Great Services 1501 Highway 13 North Columbia, MS 39429

#### RE: **NOTICE OF AWARD** FY2021 FEMA Eligible Emergency Disaster Debris Removal City of Ridgeland, Madison County, Mississippi

Dear Ms. Agoglia,

The City of Ridgeland has considered the Proposal submitted by you for the above described WORK in response to its Request for Proposals dated August 17, 2021. You are hereby notified that your Proposal has been accepted for the period extending through the City's current fiscal year ending on September 30, 2025.

You are required by the RFP Guidelines to execute the Contract Agreement and furnish the required Certificates of Insurance within ten (10) days after receipt this NOTICE OF AWARD. Along with these documents you are also required to return an acknowledged copy of this NQTICE OF AWARD to the OWNER.

Dated this 29 day of September , 2021.

<u>City of Ridgeland, Mississippi</u> (Owner)

(Signature)

#### ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged by Looks Great

Services this the \_\_\_\_\_\_ day of \_\_\_\_\_\_

\_\_\_\_, 2021.

Looks Great Services of MS, Inc.

(Contractor)

(Signature)

mailing address: p.o. box 217 • ridgeland, ms 39158 street address: 100 w school street • ridgeland, ms 39157 ph: 601.853.2027 • fax: 601.853.2019 • www.ridgelandms.org

Gene F. McGee, cmo - mayor · John M. McCollum - director of public works

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## EXHIBIT "A" – PROPOSAL FORM EMERGENCY DISASTER DEBRIS REMOVAL

It is the intent of the City of Ridgeland, Mississippi to negotiate a contract with one (1) prime contractor for the scope of work described herein. The Contractor shall be responsible for the cleanup of fallen trees, debris and other items mentioned herein within the entire City limits. The Contractor shall furnish all labor, materials, and equipment necessary to complete and delivery emergency disaster debris removal. This work shall include debris coordination or cleanup, removal and disposal from public rights of way, streets and roads, publicly owned property, and private property where required. The <u>Effective</u> Date for the Proposal prices listed below shall be from <u>October 1, 2021 thru September 30</u>, 2025.

Item and Description	Unit	Rate
Load right-of-way (ROW) vegetative debris and haul to designated debris management site (DMS) for a haul distance up to:		
0-10 miles	CY	\$5.85
10.1 to 15 miles	CY	\$6.25
15 1 to 20 miles	СҮ	\$6.85
Greater than 20 miles	CY	\$6.90
Single Price Veg from ROW to DMS		
(Single vegetative collect and removal price for any haul distance)	CY	\$6.65
		ga ga anna an anna an anna an anna an anna an an
Reduce vegetative debris at a temporary storage site by the following methods:	СҮ	
Grinding and/or Chipping	CY	\$2.95
Air Curtain Incineration	CY	\$2.25
Open Burning	CY	\$2.15
Compacting	CY	\$1.75
Debris Management Site Management		
(Preparation, management, and segregating at DMS)	CY	\$0.90

PROPOSAL FORM		PAGE 2	
C&D and Mixed Debris collect and removal from right-of-way to temporary disposal site for a haul distance up to:			
0-10 miles	CY	\$5.95	
10.1 to 15 miles	CY	\$6.45	
15.1 to 20 miles	CY	\$6.95	
Greater than 20 miles	СҮ	\$7.00	
Single Price C&D from ROW to DMS			
(Single vegetative collect and removal price for any haul distance)	CY	\$6.75	
Sort and compact C&D and Mixed debris at temporary disposal site	CY	\$1.00	
	and a star and a star and a star and gather and star and star and		
Transport processed debris from DMS to final location for a haul distance up to:			
0-15 miles	CY	\$3.00	
15.1 to 30 miles	СҮ	\$4.00	
30 1 to 60 miles	СҮ	\$5.00	
60 1 to 90 miles	CY	\$6.00	
Single Price from DMS to final location			
(Single price for transport of processed debris from DMS to final disposal)	CY	\$4.00	
Tipping Fees (Vegetative)	, <u>, , , , , , , , , , , , , , , , , , </u>		
(Fee includes negotiated contract price or pass through amount for vegetative)	CY	\$7.00	
Tipping Fees (Mix)			
(Fee includes negotiated contract price or pass through amount for mix)	CY	\$7.00	
Tipping Fees (C&D)			
(Fee includes negotiated contract price or pass through amount for C&D)	CY	\$7.00	

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PROPOSAL FORM	PA	PAGE 3	
Removing FEMA eligible limbs ROW & Public Areas	PER TREE	\$75.00	
Removing FEMA eligible limbs ROE	PER TREE	\$79.00	
		n a supply support and the support of the support o	
Felling/cutting of all hazardous trees within right-of-way and public property			
6" to 12" at 4 feet	EACH	\$45.00	
12 1" to 24" at 4 feet	EACH	\$85.00	
24 1 to 36" at 4 feet	EACH	\$175.00	
36.1 to 48" at 4 feet	EACH	\$250.00	
Greater than 48"	EACH	\$315.00	
Felling/cutting of all hazardous trees on private property ROE			
6" to 12" at 4 feet	EACH	\$55.00	
12 1" to 24" at 4 feet	EACH	\$95.00	
24.1 to 36" at 4 feet	EACH	\$195.00	
36.1 to 48" at 4 feet	EACH	\$275.00	
Greater then 48"	EACH	\$335.00	
Grinding/Removing the tree stump, filling and finishing stump area			
6" to 12" at 4 feet Not FEMA Eligible	EACH	\$100.00	
12.1" to 24" at 4 feet Not FEMA Eligible	EACH	\$125.00	
24 1 to 36" at 4 feet	EACH	\$150.00	
36.1 to 48" at 4 feet	EACH	\$150.00	
Greater then 48"	EACH	\$150.00	

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PROPOSAL FORM		PAGE 4	
Removal of placed curb side stumps	EACH	\$100.00	
Removal of vegetative debris from FEMA approved ROE(private) sites	CY	\$7.50	
Removal of C&D from FEMA approved ROE(private) sites	CY	\$8.00	
Remove units containing Freon and dispose at landfill not including tipping fees	EACH	\$50.00	
Waterway Debris Removal			
(Debris Removal from canals, rivers, creeks, streams, and ditches)	CY	\$21.00	
Sand Collection and Screening	CY	\$10.00	
		<b></b>	
Vehicle Removal (Removal of eligible vehicle)	EACH	\$180.00	
Vessel Removal (Land)			
(Removal of eligible vessel)	LF	\$45.00	
Carcass Removal	-		
(Removal of debris that will decompose (animals and organic fleshy matter)	LB	\$2.50	

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PROPOSAL FORM		PAGE 5	
ROW White Goods Removal	an a	**************************************	
(Pick up and haul of appliances such as refrigerators, freezers, stoves, washers, dryers, hot water heaters and dishwashers to disposal site)	EACH	\$25.00	
Freon Management			
(Freon management and recycling)	EACH	\$35.00	
Demolition of Private Structure	CY	\$10.00	
Electronic Waste			
(Removal of electronic debris that contains hazardous materials, such as cathode ray tubes. Includes computer monitors and televisions)	EACH	\$25.00	
Silt Removal	СҮ	\$12.00	
Biowaste			
(Removal of waste capable of causing infection to humans (animal waste, human blood, pathological waste)	LB	\$10.00	
Household Hazardous Waste			
(Removal and disposal of household hazardous waste from dwellings)	LB	\$8.00	

**RESPECTFULLY SUBMITTED BY:** 

Looks Great Services of MS, Inc.

(PLEASE PRINT)

SIGNATURE: NAME AND TITLE: ADDRESS:

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Kristian Agoglia, Vice President	
1501 Highway 13 North, Columbia, MS 39429	

**PHONE NUMBER:** FEDERAL TAX ID NUMBER:

601-736	-0037		 	
27-4125	328	- 	 	

Looks Great Services of MS, Inc. acknowledges Addendum 1 on August 13, 2021.

**EXHIBIT "C" - RFP GUIDELINES** 

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#### ADDENDUM #1

#### CITY OF RIDGELAND, MISSISSIPPI FEMA ELIGIBLE EMERGENCY DISASATER DEBRIS REMOVAL OCTOBER 2017

#### September 8, 2017

The following questions have been asked by potential RFP offerors. These questions together with the following responses are listed below and made part of Addendum #1:

1. QUESTION #1: Will a bid bond be required?

ANSWER #1: A 5% Bid Security is not required in this RFP.

- 2. QUESTION #2: P. 2 states that we are to provide a payment and performance bond. Does this need to be submitted with the proposal or post award?
  - ANSWER #2: A 100% Performance and Payment Bond will be required upon issuance of a Notice to Proceed.
- 3. QUESTION #3: Do we need to include the Ranking Form in our Proposal Submittal?

ANSWER #3: No.

- 4. QUESTION #4: Will the payment for Stump Removal include hauling?
  - ANSWER #4: Yes. The price for stump removal must include extraction, transport, disposal, and filling the root-ball hole.

# 5. QUESTION #5: Will the payment for Hazardous Trees be for the cut only and placement of debris safely onto the ROW for collection?

ANSWER #5: The price for felling/cutting of hazardous trees does not include transport and disposal.

Payment for transport and disposal of cut trees will be made using the most applicable of the following pay items: "Load right-of-way (ROW) vegetative debris and haul to designated debris management site (DMS), PER CY" OR, "Removal of vegetative debris from FEMA approved ROE (private) sites, PER CY"; OR, "Removing FEMA eligible limbs ROW & Public Areas, PER TREE"; OR, "Removing FEMA eligible limbs ROE, PER TREE".

#### ADDENDUM #1

CITY OF RIDGELAND, MISSISSIPPI FEMA ELIGIBLE EMERGENCY DISASATER DEBRIS REMOVAL OCTOBER 2017

September 8, 2017

- 6. QUESTION #6: Is there an existing contract similar to this in place or previously in place? Are the bid tabulations available?
  - ANSWER #6: The existing FEMA Eligible Emergency Disaster Debris Removal contract expires at the end of this Fiscal Year on September 30, 2017. A copy of the selection committee's recommendation for the FY15-FY17 Contract is attached.
- 7. QUESTION #7: Will all pricing line items be evaluated equally or will some line items receive more importance in the evaluation? Will extended totals (unit price multiplied by estimated quantity) be used to evaluate pricing, and if so, what estimated quantities and what line items will be used to derive the extended totals that will be evaluated?
  - ANSWER #7: The Cost Proposal will be evaluated on the total sum of the rates submitted on the cost proposal form. Pay Items are not weighted by importance in the evaluation of cost proposals. Estimated quantities will not be used to evaluate cost proposals.

Acknowledge receipt of this addendum electronically upon receipt <u>and</u> on page 21 of the Proposal in Exhibit "A".

Yohn M. McCollum Public Works Director City of Ridgeland

**REQUEST FOR PROPOSALS** 

FOR

# FEMA ELIGIBLE EMERGENCY DISASTER DEBRIS REMOVAL

October 2021

**ADDENDUM #1 – AUGUST 13, 2021** 





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#### SECTION 1 - INTRODUCTION AND INSTRUCTIONS

#### 1.1. Purpose of the RFP

This Request for Proposal (RFP) is issued by the City of Ridgeland, Mississippi (hereinafter referred to as the "City"). It is the intent of the City to negotiate a contract with one (1) prime contractor for the scope of work described herein to perform the removal and disposal of eligible disaster-related debris from the City right-of-way (ROW) including streets, roads, parks, and other maintained in-use public property and utility ROWs within the city. The scope of work is defined as work eligible under FEMA Public Assistance regulations, policy, and guidance. It will be the responsibility of the contractor to adhere to all federal debris eligibility regulations, policy, and guidance. Any debris work performed that is not in adherence with federal debris eligibility regulations, policy, and guidance will not be reimbursed by the City and will be the responsibility of the contractor. It is the intent of the City to enter into a Contract for a period from the Effective Date of the Contract October 1, 2021 thru September 30, 2025.

#### 1.2. Contact Person, Telephone, Fax Number, and Email

Mike McCollum, Public Works Director, is the point of contact for this RFP. Unauthorized contact regarding the RFP with other City employees may result in the vendor being disqualified.

Mike McCollum, Public Works Director Phone: 601.853.2027 Fax: 601.853.2019 Email: mike.mccollum@ridgelandms.org

#### 1.3. RFP Schedule of Events

This schedule of events represents the City's best estimate of the schedule that will be followed for this RFP. If a component of this schedule such as the deadline for receipt of proposals is delayed, the rest of the schedule will be shifted by the same number of days.

The approximate RFP schedule is as follows:

- □ RFP Advertisement: July 15, 2021 & July 22, 2021
- □ Proposals due: August 17, 2021 at 10:00 am
- □ Review of proposals: August 25, 2021.
- □ Contract award: September 8, 2021.
- □ Notice to proceed: To be determined upon disaster event.

#### 1.4. Return Mailing Address and Deadline for Receipt of Proposals

Offerors must submit in a sealed envelope six hard (6) copies, one that is original, and one (1) PDF copy of the proposals addressed to:

City of Ridgeland Attention: Paula Tierce, City Clerk City Hall 100 W. School Street P.O. Box 217 Ridgeland, MS 39158

Proposals must be received by the City Clerk's Office at the location specified no later than 10:00 **a.m., Central Standard Time, on August 17, 2021**. Proposals will not be publicly read at the opening.

Proposals may not be delivered orally, by facsimile transmission, by other telecommunication, or electronic means.

Offerors assume the risk of the method of dispatch chosen. The City assumes no responsibility for delays caused by any delivery service. Postmarking by the due date will not substitute for actual proposal receipt by the City. An Offeror's failure to submit its proposal prior to the deadline will cause the proposal to be rejected. Late proposals or amendments will not be opened or accepted for evaluation.

#### SECTION 2 PROPOSAL GUIDANCE

#### STANDARD PROPOSAL INFORMATION

#### 2.1 **Proposal Format**

Offerers must succinctly respond in the format delineated below. Elaborate, irrelevant, or otherwise unnecessary information will not be considered. The following information shall be tabbed to identify the required information. Failure to submit this information will render your proposal non-responsive.

#### 2.2 Authorized Signature

An individual authorized to bind the offerer to the provisions of the RFP must complete and sign the Cost Proposal Form included in Exhibit "A" and provide a Payment and Performance Bond. The Cost Proposal will be evaluated on the total sum of the rates submitted on the cost proposal form.

#### 2.3 City Not Responsible for Preparation Costs

The City will not pay any cost associated with the preparation, submittal, presentation, or evaluation of any proposal.

#### 2.4 Conflict of Interest

Offerers must disclose any instances where the Contractor or any individuals working on the contract has a possible conflict of interest and, if so, the nature of that conflict (e.g., employed by the City of Ridgeland). The City reserves the right to cancel the award if any interest disclosed from any source could either give the appearance of a conflict or cause speculation as to the objectivity of the offerer's proposal. The City's determination regarding any questions of conflict of interest is final.

#### 2.5 Offerer's Certification

1. By signature on the proposal, the offerer certifies that it complies with:

- The laws of the state of Mississippi.
- All applicable local, state, and federal laws, codes, and regulations.
- All terms, conditions, and requirements set forth in this RFP.
- A condition that the proposal submitted was independently arrived at without collusion.
- A condition that the offer will remain open and valid for the period indicated in this solicitation and any condition that the Contractor and/or any individuals working on the contract do not have a possible conflict of interest (e.g., employed by the City of Ridgeland).
- 2. If any Offeror fails to comply with the provisions stated in this paragraph, the City reserves the right to reject the proposal, terminate the contract, or consider the proposal in default.

#### 2.6 No Contact Policy

Any contact with any City representatives, related officials, or representatives other than those outlined in the RFP is prohibited. Such unauthorized contact may disqualify your proposal from this procurement.

#### 2.7 Special Conditions

- 1. The City reserves the right to reject any and all proposals, to waive formalities, and to select the proposal and developer(s) that, in the City's sole discretion, are in the best interests of the City of Ridgeland, Mississippi.
- 2. The City reserves the right to:
- a) Amend, modify, or withdraw this RFP.
- b) Revise any requirements under this RFP.
- c) Require supplemental statements of information from any responding party.

- d) Extend the deadline for submission of responses hereto.
- e) Negotiate or hold discussions with any offerer to correct insufficient responses that do not completely conform to the instructions contained herein.
- f) Waive any nonconformity with this RFP.
- g) Cancel, in whole or in part, this RFP if the City deems it is in its best interest to do so.
- h) Request additional information or clarification of information provided in the response without changing the terms of the RFP.

### PROPOSAL FORMAT AND CONTENT

#### 2.8 Qualifications

3

Provide a description and history of the company focusing on previous experience. Only past experience as the prime contractor will be considered. Firm qualifications must include, at minimum, the following:

- 1. Recent experience demonstrating current capacity and current expertise in debris removal, solid waste and hazardous waste management and disposal.
- 2. Documented knowledge and experience coordinating with Federal, State and Local emergency agencies including FEMA (Federal Emergency Management Agency), FHWA (Federal Highway Administration), and NRCS (Natural Resources Conservation Services).
- 3. Experience with special disaster recovery program management services including private property/right-of-entry (ROE) work, waterways clean-up and reimbursement, leaning tree and hanging limb removal, hazardous material removal, vessel and vehicle recovery, asbestos abatement, data management, and hauler invoice reconciliation and contracting, and FEMA appeals assistance.
- 4. Provide three (3) references for which the company has performed services within the past five (5) years that are similar to the requirements in the Scope of Work. Provide the reference contact name, address, e-mail address, telephone numbers and date of the contract.
- 5. Provide an organizational chart, resumes, and summary of staff qualifications. Key project staff must be full time employees of the proposing firm and have experience, working for the Proposer.

#### 2.9 Technical Plan

- i. **Project Approach**—A brief narrative description of contractor's approach to project operations, including project management and mobilization.
- ii. **Operations Plan**—Outline equipment and crew resources available to fulfill the proposal requirements. Demonstrate ability to complete the scope of work in a timely and safe manner.

#### 2.10 Selection Criteria

1. The following weighted criteria will be utilized during evaluation of Proposals. The ranking, not the total score will determine the proposal selected.

Cost Proposal	40%
Qualifications on Similar Projects	20%
Experience in Scope of Work	20%
Approach to Services Required with Scope of Work	10%
Location of Home, Branch and Field Offices	10%

#### SECTION 3 - CONTRACT AWARD

#### 3.1 Contract Award

- 1. It is the City's intent to enter into a contract)(s) with a contractor(s) with the lowest total cost who best demonstrates the ability and technical plan to expeditiously provide eligible disaster-related debris removal from public ROW for the City as outlined in this proposal.
- 2. It is understood and agreed that the quantities of material to be furnished and work to be done may be varied on construction as may be deemed advisable by the City. It is further understood and agreed that the City may, at its option, delete items from the contract.
- 3. The bid includes all local, state, and federal taxes that would affect the amount of the bid.
- 4. Contractor agrees to work diligently to complete this contract by the earliest possible date. In no event shall the time period for completion of this contract exceed 60 days from the Notice to Proceed, unless the City initiates additions or deletions by written change orders, or in its sole discretion extends this period due to the progress of the debris removal, or the contract is terminated as provided herein. Contractor further agrees to pay three hundred dollars(\$300.00) as liquidated damages for each working day thereafter that the work remains uncompleted.

#### 3.2 Changes, Additions, Deduction, and Additional Work

- 1. The City may elect to remove debris with its own forces, volunteers, or other resources and/or activate the contract resulting from the RFP. Further, no amount of work is guaranteed under the contract, and the City may terminate the contract(s) awarded without cause at the City's convenience. In such event, the contractor shall be paid for work performed through the date of termination.
- 2. Upon proper action by the City, the City may authorize changes, additions, or deductions from the work to be performed. The authorization must be by written notice to the contractor. No extra work shall be done or any obligation incurred except upon written order by the City. If any change causes an increase or decrease in the contractor's cost of, or the time required for, the performance of any part of the work under this contract, the City shall make an equitable adjustment and modify the contract in writing.

#### 3.3 Termination of Contract

- 1. The City may, by written notice to the contractor, terminate this agreement in whole or in part at any time, either for the City's convenience or for cause. Upon receipt of notice, the contractor shall immediately discontinue all services affected, unless the notice directs otherwise.
- 2. If the termination is for the convenience of the City, an equitable adjustment in the contract price shall be made, but no amount shall be allowed for anticipated profit or unperformed service.
- 3. This contract shall be terminated for cause if the contractor defaults in the performance of any of the terms hereof including, but not limited to, unsatisfactory job performance or progress, defective work, disputed work, failure to comply with material provisions of the contract, third-party claims filed or reasonable evidence that a claim will be filed, or other reasonable cause, or otherwise fails to cure any other deficiency identified by the City's authorized agent within 24 hours of delivery of notice of said deficiency. The City retains all other legal or equitable rights or remedies existing as a result of said default, including, but not limited to, any legal process necessary to obtain any sureties securing this contract. Any reasonable attorney's fee incurred in enforcing this contract will not exceed 5 percent of said contract price.

#### 3.4 Indemnification

1. To the fullest extent permitted by law, the Contractor, its subcontractors, agents, servants, officers, or employees shall indemnify and hold harmless the City of Ridgeland, including, but not limited to, its elected and appointed officials, officers, employees, and agents from any and all claims brought by any person or entity whatsoever, arising from any act, error, or omission of the provider during the Contractor's performance of the agreement or any other agreements of the Contractor, entered into by reason thereof. The Contractor shall indemnify and defend the City of Ridgeland, including, but not limited to, its elected and appointed officials, officers, employees, and agents with respect to any claim arising, or alleged to have arisen from negligence, and/or willful, wanton, or reckless acts or omissions of the Contractor, its subcontractor, agents, servants, officers, or employees and any and all losses or liabilities resulting from any such claims, including, but not limited to, damaged awards, costs, and reasonable attorney's fees. The indemnification shall not be affected by any other portions of the agreement relating to insurance requirements. The Contractor agrees that it will procure and keep in force at all times at its own expense insurance in accordance with these specifications.

#### 3.5 Insurance Requirements

- 1. The contractor shall secure the insurance specified below. All insurance secured by the contractor under the provisions of this section shall be issued by insurance companies acceptable to the City. The insurance specified in this section may be in a policy or policies of insurance, primary or excess. Certificates of all required insurance shall be provided to the City upon execution of this agreement.
- 2. Workers' compensation insurance providing the statutory limits required by Mississippi law. In addition, it shall provide Coverage B, Employer's Liability Coverage, of not less than \$1,000,000 each accident, \$1,000,000 disease-policy limits. The required limit may be met by excess liability (umbrella) coverage.
- 3. Commercial general liability insurance providing occurrence form contractual, personal injury, bodily injury, and a property damage liability coverage with limits of at least \$1,000,000 per occurrence, \$2,000,000 general aggregate, and \$2,000,000 aggregate products and completed operations. The required limit may include excess liability (umbrella) coverage. The policy shall name the City and its representatives as an additional insured. If "occurrence form" insurance is not available, "claims made" insurance will be acceptable. The policy shall be maintained for three years after completion of this agreement.
- 4. Automobile liability insurance covering all owned, nonowned, and hired automobiles, trucks, and trailers. The coverage shall be as broad as that found in the standard comprehensive automobile liability policy with limits of not less than \$1,000,000 combined single limit each occurrence. The required limit may include excess liability (umbrella) coverage.

- 5. Professional liability insurance providing occurrence basis coverage for the claims that arise from the errors of the contractor or its consultants, omissions of contractor or its consultants, failure to render a service by the contractor or its consultants, or the negligent rendering of the service by the contractor or its consultants in the amount of\$1,000,000 each occurrence and \$1,000,000 annual aggregate. If occurrence form insurance is not available, claims made coverage shall be maintained for two years after final completion of the services. The City does not represent that the above coverages and limits are adequate to protect the contractor or its consultant's interest and assumes no responsibility therefor.
- 6. Performance and Payment Bond At the time of execution of the contract, the successful offeror shall furnish a security bond in a sum equal to 100 percent contract price with the additional obligation that all persons supplying material or labor in the progression of the work shall be promptly paid. The bond shall be issued by a surety authorized to do business in the state of Mississippi within 24 hours of a notice to proceed
- 7. The contractor will provide the City with at least 30 days' written notice of an insurer's intent to cancel or not renew any of the insurance coverage. The contractor agrees to hold the City harmless from any liability, including additional premium due because of the contractor's failure to maintain the coverage limits required.
- 8. The City's approval or acceptance of certificates of insurance does not City's assumption of responsibility for the validity of any insurance policies nor does the City represent that the above coverages and limits are adequate to protect any individual/group/business, its consultants' or subcontractors' interests, and assumes no liability therefore.

### 3.6 Independent Contractor

1. The parties agree that the contractor operates an independent business and is contracting to do work according to its own methods, without being subject to the control of the City or FEMA, except as to the product or the result of the work. The relationship between the City and the contractor shall be that as between an independent contractor and the City and not as an employer-employee relationship. The payment to the contractor is inclusive of any use, excise, income, or any other tax arising out of this Agreement.

## 3.7 Suspension and Disbarment

1. This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disgualified as defined at 49 CFR 29.940 and 29.945.

- 2. The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.
- 3. By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:
- 4. The certification in this clause is a material representation of fact relied upon by the City of Ridgeland. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the City of Ridgeland, the federal government may pursue available remedies including, but not limited to, suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

#### SECTION 4 - SCOPE OF WORK

#### 4.1 Introduction

This RFP is being issued in order to:

- Eliminate immediate threats to life, public health, and safety.
- Eliminate immediate threats of significant damage to improved public or private property.
- Ensure economic recovery of the affected community to the benefit of the community at large.

The purpose of this contract is to perform the removal and disposal of eligible disaster related debris from the City ROW including streets, roads, parks, and other maintained in-use public property and utility ROWs within the city. The area to be included as part of this contract is located entirely within the city limits.

It will be the responsibility of the contractor to adhere to all federal debris removal eligibility regulations, policy, and guidance. Any debris removal work performed that is not in adherence with federal debris removal eligibility regulations, policy, and guidance will not be reimbursed by the City and will be the responsibility of the contractor. FEMA's Public Assistance Debris Management Guide (FEMA 325) can be found at:

www.fema.gov/pdf/government/grant/pa/demagde.pdf

Code of Federal Regulations

Bidders acknowledge that time is of the essence to the performance of the contract. Bidders understand and agree that debris removal must be done in the most expeditious manner possible. The successful bidder(s) shall make every effort to complete all requirements of the awarded contract in the shortest time possible.

#### 4.2 Services

- 1. The contractor shall provide all management, supervision, labor, materials, and equipment necessary for efficient and effective removal and disposal of eligible debris from the City right-of-way (ROW) including streets, roads, parks, and other maintained in-use public property and utility ROWs within the city.
- 2. The contractor shall be knowledgeable and have experience in providing the services as described herein and conduct its operations within the general parameters of FEMA's Public Assistance Program, unless otherwise directed by the City.
- 3. The contractor shall coordinate their work with the City or monitors retained by the City and shall comply with directions given. No debris shall be removed without the City or a monitor retained by the City being present to coordinate debris removal.
- 4. The debris shall be taken to an approved debris management site or a final disposal dumpsite. The approved debris management site is South West Madison County Fire Department located at 141 Lake Cavalier Road, Madison County, MS. Approved final disposal locations are Little Dixie Landfill and Madison South landfill. The Little Dixie landfill is located at 1716 North County Line Road, Madison County, MS. Madison County, MS. Madison South Landfill is located at 2950 North County Line Road, Madison County, MS. These sites are shown on Exhibit "D".
- 5. The amount of debris to be removed under this contract is unknown. The unit price on the individual bid schedules will be used for payment.
- 6. Haul and Dispose. The work shall consist of clearing, separating, and removing any and all eligible debris from the City ROW including streets, roads, parks, and other maintained in use public property and utility ROWs within the city. Ineligible debris shall not be loaded, hauled, or dumped under this contract. The contractor is liable for all ineligible debris handled during the life of this contract. The City shall be immediately notified of any ineligible debris placed within the right-of-way for collection. The contractor shall leave the site in a clean and neat condition and will not be allowed to "cherry pick" debris. The City using reasonable judgment shall determine when the site is clean and in a condition to allow the contractor to move to the next site.

- 7. The City intends to enter into one or multiple contracts at its discretion. In the event multiple contracts are awarded, contractors will be assigned geographic areas and may be reassigned at the City's discretion. If one contract is awarded, it shall include the entire geographic area.
- 8. The contractor shall use mechanical equipment to load and haul loads should be full and well compacted into the trucks and trailers whenever practicable.
- 9. The contractor may submit a subcontract plan including a clear description of the percentage of the work for which the contractor may retain subcontractors contingent upon City preauthorization of such subcontractors.
- 10. The contractor shall make a maximum of three passes with a minimum of one week between each pass (as determined by the City). The contractor shall not move from one designated work area to another designated work area without prior approval from the City. Scheduling of contractors will be coordinated and approved by the City.
- 11. Contractor shall note that a significant portion of the project will occur in residential areas. The contractor should exercise due care to minimize damage to trees, shrubs, landscaping, and general property. The contractor shall repair any damages caused by the contractor's equipment in a timely manner at no expense to the City. The debris work area shall be left clear of debris and cleaned, as reasonably and practical under the conditions of this project. Contractor shall immediately notify the City of any damages.
- 12. The contractor shall use equipment and perform work in a manner to prevent damage to the City's infrastructure facilities and adjacent ROWs, including all landscaped areas. The contractor shall repair any damages caused by the contractor's equipment in a timely manner at no expense to the City. All loading equipment is required to operate from the street/road using buckets and/or boom and grapple devices to remove and load the debris. No equipment shall be operated outside of ROW unless directed by the City. Any damage to private property, sidewalks, curbs, or streets shall be repaired at the expense of the contractor. Contractor shall immediately notify the City of damages.
- 13. All equipment shall be approved by the City prior to use.
- 14. The contractor shall have a competent superintendent or project manager assigned to the City contract work. This individual shall be available in person to the City at any time when work under this contract is ongoing. This individual shall be the contractor's principal point of contact for operational issues, shall attend all operational meetings, and shall be prepared to brief operational status at meetings and in public forums.

- 15. The City reserves the right to inspect the site, verify quantities, and review operations at any time.
- 16.All work shall be accomplished in a safe manner in accordance with City, state, federal, OSHA standards, and any other applicable laws or regulations.

#### 4.3 Load Tickets

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- 1. Load tickets shall be used for recording the cubic yard volume or each for items specifically listed in the Bid Form of debris properly removed for disposal.
- 2. Each load shall be accompanied by a load ticket as provided in Exhibit "B" with appropriate signoff at pickup and drop locations.
- 3. A copy of the load ticket to be used by the contractor shall be submitted for City or monitor approval prior to beginning work.
- 4. Each ticket shall contain the following information, at a minimum:
  - a. Ticket Number
  - b. Contract Number
  - c. Contractor Name
  - d. Date
  - e. Truck or Roll-off Number
  - f. Truck Capacity
  - g. Point of Debris Collection
  - h. Loading Departure Time
  - i. Dump Arrival Time
  - j Load Percent of Truck Capacity
  - k. Actual Debris Volume
  - I. Debris Eligibility (Y/N)
- 5. A minimum "four-part" load ticket will be issued by a City monitor prior to transport of the debris from the loading site. The entire four-part load ticket is given to the vehicle operator. Upon arrival at the dumpsite, the vehicle operator will give the entire four-part load ticket to the City monitor. The City monitor will verify the hauler and equipment and establish a percent of truck capacity of the eligible cubic yardage of debris load. After documenting percentage to the nearest 5%, the City monitor will calculate the actual cubic yardage of the load. The actual cubic yard will be recorded on the load ticket by the City monitor to the nearest cubic yard. The City monitor will document the data on the load ticket. The City monitor will give one copy to the vehicle operator. One copy is then given to the contractor, the original is kept by the City and the fourth to FEMA or any other entity that may need a copy. The load tickets shall be submitted with the daily operational report.

#### 4.4 Debris Classification

- 1. Eligible debris includes all disaster-related debris as listed in the Bid Form which is within the City ROW including streets, roads, parks, and other maintained inuse public property and utility ROWs within the city.
- 2. The purpose of the debris removal is to:
  - Eliminate immediate threats to life, public health, and safety.
  - Eliminate immediate threats of significant damage to improved public or private property.
  - Ensure economic recovery of the affected community to the benefit of the community at large.

### 4.5 Performance Schedule

- 1. The contractor will meet with the City prior to mobilization to discuss matters of judgment, safety, quality control, quality assurance, coordination, payment, record keeping, and project scheduling and reporting. All elements in the contract shall be reviewed in detail.
- 2. Debris removal and disposal shall begin within twenty-four (24) hours of receipt of the notice to proceed.
- 3. The City has been divided into four quadrants as shown on Exhibit "D". The City will direct which zone the contractor will work. Reasonable efforts will be made to give advance notification on switching to another zone.
- 4. Prior to commencing debris removal and disposal operations, the contractor shall, with the City's direction, provide a work plan showing where operations will begin and which streets/roads will be cleared on a 7- and 14-day projection. The plan will include a traffic control plan to meet Mississippi Department of Transportation (MDOT) requirements in case of necessary and approved temporary road closures. The plan shall be approved by the City and shall be updated every week throughout the operation period.
- 5. The contractor shall devote such time, attention, and resources to the performance of the contractor's services and obligations hereunder as shall be necessary to complete this project. The contractor shall notify monitor by close of day Thursday whether weekend work is anticipated. The contractor may work seven days per week. Any work-hour restrictions within residential neighborhoods will be provided by the City. If a truck is loaded too late in the day to travel to the disposal site, a load ticket may be written for a full load only.
- 6. The City may initiate additions or deletions to the contract by written change order. Both parties shall equitably negotiate subsequent changes in cost and completion time following applicable City, state, and federal laws and regulations.

#### 4.6 Equipment

- 1. Trucks and other heavy equipment designated for use under this contract shall be equipped with two signs, one attached to each side. These signs shall be furnished by the contractor. The signs shall contain the following information:
  - Company Name
  - Truck Number
- 2. Trucks or equipment which are designated for use under this contract shall not be used for any other work. The contractor shall not solicit work from private citizens or others to be performed in the designated work area during the period of this contract. Under no circumstances will the contractor mix debris hauled for others with debris hauled under this contract.
- 3. Loading equipment used under this contract shall be rubber tired and sized properly to fit loading conditions. Excessive size loading equipment (6 CY and up) and non-rubber-tired equipment must be approved by the City.
- 4. The contractor shall ensure that all vehicles transporting debris are equipped with and use tarps or netting to prevent further spread of debris.

#### 4.7 Reporting

- 1. The contractor shall submit a Daily Haul Record (Exhibit "C") to the City or Monitor each day for the term of the contract.
- 2. Discrepancies between the daily operational report and the corresponding load tickets shall be reconciled no later than the following day.

### 4.8 Traffic Control

1. The contractor shall be responsible for control of pedestrian and vehicular traffic in the work area. The contractor shall provide all flag persons, signs, equipment, and other personnel and equipment in addition to the personnel and equipment required to complete this contract. Closure or blocking of public streets and other ROWs shall not be permitted unless prior arrangements have been made with the City. Traffic control is the responsibility of the contractor and shall be accomplished in conformance with local traffic codes. Work shall be accomplished in a safe manner in accordance with MUTCD and OSHA standards.

#### 4.9 Other Considerations

1. The contractor shall supervise and direct the work using skillful labor and proper equipment for all tasks. Safety of the contractor's personnel and equipment is the responsibility of the contractor. Additionally, the contractor shall pay for all materials, personnel, taxes, and fees necessary to perform under the terms of this contract.

- 2. The contractor shall be duly licensed in accordance with the City's statutory requirements to perform the work.
- 3. The contractor shall provide copies of references, licenses, financial records, proof of insurance and bonding, and proposed list of equipment including any subcontractors.
- 4. The City may suspend contractor operations due to inclement weather. The performance period may be extended for weather delays.

#### 4.10 Measurement

1. Measurement for all eligible debris removed shall be on a cubic yard or per each basis. Load tickets reconciled with daily operational reports shall document measurement. Compensation will be based on completed and eligible load tickets administered and validated by the City or City's Monitor based on the contractor's unit price of eligible debris hauled.

#### 4.11 Payment

- 1. Payment for work completed shall be invoiced on a monthly basis. To receive payment, contractor shall submit invoice to the City or the City's monitor for the debris hauled to each disposal site which shall be calculated from the load tickets that are issued to the City or City monitor. The contractor shall be paid solely on the tickets issued and verified by the City or City's monitor at the disposal sites. Invoices shall be based on reconciled load tickets from the daily operational reports. Payment will be based on the unit pricing submitted by the contractor in the Proposal Form (Exhibit "A"). Work included in these specifications and not identified in the Proposal Form will be priced by change order or supplemental agreement to this contract.
- 2. Time is of the essence to the performance hereunder and the City shall recover from the contractor any delay costs caused by the acts or omissions of the contractor or its agents. Except as otherwise provided herein, payment shall be made for actual work accepted and completed. For reasonable cause and/or when satisfactory progress has not been achieved by the contractor during any period for which a payment is to be made, the City may retain a percentage of said payment, not to exceed 5 percent of the contract value to ensure performance of the contract. Said cause and progress shall be determined by the City, in its sole discretion, based on its assessment of any past performance of the contract requirements, retained amounts shall be paid promptly less any offsets or deductions authorized hereunder or by law.

- 3. The City may withhold final payment for reasons including, but not limited to, the following: unsatisfactory job performance or progress, defective work, disputed work, failure to comply with material provisions of the contract, third-party claims filed; or reasonable evidence that a claim will be filed or other reasonable cause.
- 4. Final payment, less any offsets or deductions authorized hereunder or by law, shall be made within 30 days of the certification of completion of the project by the City's authorized agent provided the contractor has completed filing of all contractually required documents and certifications with the City's authorized agent including acceptable evidence of the satisfaction of all claims or liens.

#### EMERGENCY DISASTER DEBRIS REMOVAL

It is the intent of the City of Ridgeland, Mississippi to negotiate a contract with one (1) prime contractor for the scope of work described herein. The Contractor shall be responsible for the cleanup of fallen trees, debris and other items mentioned herein within the entire City limits. The Contractor shall furnish all labor, materials, and equipment necessary to complete and delivery emergency disaster debris removal. This work shall include debris coordination or cleanup, removal and disposal from public rights of way, streets and roads, publicly owned property, and private property where required. The Effective Date for the Proposal prices listed below shall be from **October 1, 2021 thru September 30**,

#### <u>2025.</u>

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Item and Description	Unit	Rate
Load right-of-way (ROW) vegetative debris and haul to designated debris management site (DMS) for a haul distance up to:		
0-10 miles	CY	
10.1 to 15 miles	CY	
15.1 to 20 miles	CY	
Greater than 20 miles	CY	
Single Price Veg from ROW to DMS		
(Single vegetative collect and removal price for any haul distance)	CY	
Reduce vegetative debris at a temporary storage site by the following methods:	СҮ	
Grinding and/or Chipping	CY	
Air Curtain Incineration	CY	
Open Burning	CY	
Compacting	CY	
Debris Management Site Management		
(Preparation, management, and segregating at DMS)	CY	

PROPOSAL FORM	P/	AGE 2
C&D and Mixed Debris collect and removal from right-of-way to temporary disposal site for a haul distance up to:		
	СҮ	
	CV	
10.1 to 15 miles		
15.1 to 20 miles	CY	
Greater than 20 miles	CY	
Single Price C&D from ROW to DMS		
(Single vegetative collect and removal price for any haul distance)	CY	
Sort and compact C&D and Mixed debris at temporary disposal site	CY	
Transport processed debris from DMS to final location for a haul distance		
0-15 miles	CY	
15.1 to 30 miles	CY	
30.1 to 60 miles	CY	
60.1 to 90 miles	CY	
Single Price from DMS to final location		
(Single price for transport of processed debris from DMS to final disposal)	CY	
Tipping Fees (Vegetative)		
(Fee includes negotiated contract price or pass through amount for vegetative)	CY	
Tipping Fees (Mix)		
(Fee includes negotiated contract price or pass through amount for mix)	CY	
Tipping Fees (C&D)		
/Fee includes negotiated contract price or pass through amount for C&D)	CY	

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e e e	PROPOSAL FORM	PAGE 3	
	Removing FEMA eligible limbs ROW & Public Areas	PER TREE	
	Removing FEMA eligible limbs ROE	PER TREE	
	Felling/cutting of all hazardous trees within right-of-way and public property		
	6" to 12" at 4 feet	EACH	
	12.1" to 24" at 4 feet	EACH	
	24.1 to 36" at 4 feet	EACH	
	36.1 to 48" at 4 feet	EACH	
	Greater than 48"	EACH	
	Felling/cutting of all hazardous trees on private property ROE		
	6" to 12" at 4 feet	EACH	
	12.1" to 24" at 4 feet	EACH	
	24.1 to 36" at 4 feet	EACH	
	36.1 to 48" at 4 feet	EACH	
	Greater then 48"	EACH	
	Grinding/Removing the tree stump, filling and finishing stump area		
	6" to 12" at 4 feet Not FEMA Eligible	EACH	
	12.1" to 24" at 4 feet Not FEMA Eligible	EACH	
	24.1 to 36" at 4 feet	EACH	
	36.1 to 48" at 4 feet	EACH	
	Greater then 48"	EACH	

PROPOSAL FORM	P	AGE
Removal of placed curb side stumps	EACH	
Removal of vegetative debris from FEMA approved ROE(private) sites	CY	
Removal of C&D from FEMA approved ROE(private) sites	CY	
Remove units containing Freon and dispose at landfill	EACH	
not including tipping fees		
Waterway Debris Removal		
(Debris Removal from canals, rivers, creeks, streams, and ditches)	CY	
Sand Collection and Screening		
(Pick up, screen, and return debris laden sand/mud/dirt/rock)	CY	
Vehicle Removal		
(Removal of eligible vehicle)	EACH	
Vessel Removal (Land)		
(Removal of eligible vessel)	LF	
Carcass Removal		
Removal of debris that will decompose (animals and organic fleshy		
matter)	LB	

PROPOSAL FORM	PA	GE 5
ROW White Goods Removal		
(Pick up and haul of appliances such as refrigerators, freezers, stoves,		
washers, dryers, hot water heaters and dishwashers to disposal site)	EACH	
Freon Management		
(Freon management and recycling)	EACH	
Demolition of Private Structure	СҮ	
Electronic Waste		
(Removal of electronic debris that contains hazardous materials, such a		
cathode ray tubes. Includes computer monitors and televisions)	EACH	
Silt Removal	CY	
Biowaste		
(Removal of waste capable of causing infection to humans (animal wast	e,	
human blood, pathological waste)	LB	
		Status Status
Household Hazardous Waste		
(Removal and disposal of household hazardous waste from dwellings)	LB	

RESPECT	FULLY	SUBMIT	TED BY:

SIGNATURE:	
NAME AND TITLE:	
ADDRESS:	
PHONE NUMBER:	
FEDERAL TAX ID NUMBER:	

а, т , , , , , , ,
	1 1	Ticket No. 0012345					
Municipality (Applica	ant)	Prim	e Contractor				
		Sub-	Contractor				
Truck No		(	Capacity				
Truck Driver (print I	egibly)						
	Time	Date	Inspector/Monitor				
Loading							
When Using	GPS Coordin	ates use Dec	imal Degrees (N xx.xxxxx)				
Ν		W					
N		W	stad % CVa. or Actual Weight				
N Debris Classification Vegetation C&D White Goods HHW	]	Estima	ated %, CYs, or Actual Weight				
N Debris Classification Vegetation C&D White Goods HHW Other* See Be	2 2 2 1 0 W	Estima	ated %, CYs, or Actual Weight				
N Debris Classification Vegetation C&D White Goods HHW Other* See Be Unloading	elow	Estima Date	ated %, CYs, or Actual Weight				
N Debris Classification Vegetation C&D White Goods HHW Other* See Be Unloading DMS Name and Loc	elow Time sation	Estima Date	ated %, CYs, or Actual Weight				

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#### TRUCK CERTIFICATION FORM

2 ,<sup>1</sup> 5 5 5 5

	General Info	ormation		
Applicant:		Monitor:		
Contractor:	<u></u>	Date:		
Measurement Location:		County:		
Declaration Number:				
	Truck Info	rmation		
Make	Year	Color	License	
	A CONTRACTOR OF A CONTRACTOR O			
		L		-
Truck Measurements		Deter		
Performed By:		Date:		
Volume Calculated By:		Date:		-
Both Checked by:		Date		-
	Driver Info	rmation		
Name:				_
Address:				_
Phone Number:				_
	O-um an Infa	umation	·	
NT	Owner Info			
Name:				-
Address:				-
Phone Number:				-
				:
Truck Identification		т	ruck Capacity	
	Phot	o		
	(See reverse for calcul	ation worksheet)		

TRUCK CERTIFICATION FORM

7 1<sup>4</sup> 3 1 3



EXHIBIT "C" - DAILY HAUL RECORD

.

Date:		Comments												Tower Site:
	Applicant Monitor:	Pick-Up Location Disc												Page
		Capacity Vol. or Weight												
	onitor:	Truck Load Ticket No.												Applicant:
	Σ	Time												*

**TOWER MONITOR LOG** 

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**ROVING MONITOR REPORT** 

Date:

Comments												
Photo/ Disc												
Pick-Up Location												
Vol. or Weight									-			
Capacity												
Load Ticket												
Truck No.												
Time												

Applicant: \_\_\_\_

Page

Issue/Resolution													
Photo/ Disc													
Applicant Monitor		· · ·											
Contractor/ Sub-Contractor													
Pick-Up Location													
Load Ticket													
Truck No.													
Issue No.													

DAILY ISSUE LOG

Monitor:

Date:

Applicant:

Page

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## FEMA ELIGIBLE EMERGENCY DISASTER DEBRIS REMOVAL

Company \_\_\_\_\_

Selection Criteria	Points Available	Points Awarded
Cost Proposal	40	
Qualifications on Similar Projects	20	
Experience in scope of work	20	
Approach to services required within scope of work	10	
Locations of the Contractor's home, branch and field offices	10	
	Total	

Appendix N – Full-Size Table of Facilities that Receive Significant Quantities of Solid Wastes

Located in the City's Planning Area	Facility Name	Location Lat Long		Permit Number	Permit Status	Types of Wastes Received	Approved Service Areas	Total Approved Disposal Area (acres)	Remaining Disposal Capacity (years)	Method of Financing	Current Tipping Fees Charged	Sections of SWMP Where Described Further
Y	Little Dixie Landfill	32.408778	-90.243250	SW04501A0238	Active	MSW, Yard	All	165	19	Tipping Fees	\$46.00/ton	
Y	Madison South Rubbish Landfill	32.435	-90.241111	SW0450030526	Active	Yard, C&D	All	40	84	Tipping Fees	\$12.00/yd	
Ν	Waste Management Jackson Transfer Station	32.347881	-90.248153	T1-010	Active	MSW, Recycle	All	Unknown	NA	Tipping Fees	NA	
N	Clearview Environmental Control Facility	32.235361	-89.372278	SW06201A0417	Active	MSW, Yard, C&D	All	145	24	Tipping Fees	\$xx:00/ton	

Appendix O – Waste Management Payments

Account Number: 003-220-682 Name:RESIDENTIAL _COMMERCIAL Fiscal: 2019-2020										
Date	Reference	Description	Amount	Vendor Name	Invoice					
11/14/2019	CHK: 144703	10-01-19 - 10-31-19 BILLING	86,513.18	WASTE MANAGEMENT OF MS	<u>0012559-1894-6</u>					
12/10/2019	CHK: 145090	11-01-19 - 11-30-19 SERVICES	86,294.76	WASTE MANAGEMENT OF MS	<u>0012742-1894-8</u>					
01/15/2020	CHK: 145527	12-01-19 - 12-31-19 SERVICES	86,245.27	WASTE MANAGEMENT OF MS	<u>0012938-1894-2</u>					
02/13/2020	CHK: 145893	01-01-20 - 01-31-20 SERVICES	86,083.16	WASTE MANAGEMENT OF MS	<u>0013126-1894-3</u>					
03/12/2020	CHK: 146300	02-01-20 - 02-29-20 SERVICES	86,482.20	WASTE MANAGEMENT OF MS	<u>0013319-1894-4</u>					
04/16/2020	CHK: 146706	03-01-20 - 03-31-20 SERVICES	86,320.09	WASTE MANAGEMENT OF MS	<u>0013513-1894-2</u>					
05/14/2020	CHK: 147096	04-01-20 - 04-30-20 SERVICES	86,363.93	WASTE MANAGEMENT OF MS	0013704-1894-7					
06/10/2020	CHK: 147509	05-01-20 - 05-31-20 SERVICES	86,102.06	WASTE MANAGEMENT OF MS	<u>0013896-1894-1</u>					
07/16/2020	CHK: 147894	06-01-20 - 06-30-20 SERVICES	86,469.73	WASTE MANAGEMENT OF MS	<u>0014110-1894-6</u>					
08/13/2020	CHK: 148253	07-01-20 - 07-31-20 SERVICES	86,707.05	WASTE MANAGEMENT OF MS	0014305-1894-2					
09/09/2020	CHK: 148648	08-01-20 - 08-31-20 SERVICES	86,806.81	WASTE MANAGEMENT OF MS	0014495-1894-1					
09/30/2020	CHK: 149182	09-01-20 - 09-30-20 SERVICES	86,576.70	WASTE MANAGEMENT OF MS	<u>0014686-1894-5</u>					
12 records 1,036,964.94										

Appendix P – City's Budgets for the Public Works Street Department Account Number: 001-201-??? Name:

ame: Fiscal: 2018-2019

Fund	Account	Name	Budget	
001	201-420	SALARIES	1,270,408.00	
001	201-440	OVERTIME	25,000.00	
001	201-460	STATE RETIREMENT	211,644.00	
001	201-470	FICA	99,889.00	
001	201-480	GROUP INSURANCE	205,191.00	
001	201-481	ADM. FEE, CAFETERIA PLAN	700.00	
001	201-482	HEALTH INSURANCE FEE	840.00	
001	201-490	UNEMPLOYMENT TAX	1,155.00	
001	201-491	WORKERS COMPENSATION	2,502.00	
001	201-500	OFFICE SUPPLIES	1,500.00	
001	201-510	JANITORIAL SUPPLIES	1,200.00	
001	201-525	GAS _OIL	94,000.00	
001	201-535	UNIFORMS	16,000.00	
001	201-540	OPERATING SUPPLIES	103,389.85	
001	201-575	STREET MATERIALS	202,119.92	
001	201-577	TRAFFIC CALMING	10,000.00	
001	201-578	MULTI USE TRAIL MAINT	80,000.00	
001	201-600	ENGINEERING	30,000.00	
001	201-601	LEGAL FEES	15,000.00	
001	201-603	PROFESSINAL FEES - STREETS	1,338,411.08	
001	201-604	PROFESSIONAL FEES - OTHER	538,108.26	
001	201-605	TELEPHONE	11,000.00	
001	201-610	TRAVEL EXPENSE	11,920.00	
001	201-615	ADVERTISING	500.00	
001	201-630	UTILITIES	11,000.00	
001	201-632	VEHICLE EXPENSE	66,000.00	
001	201-635	EQUIPMENT REPAIR _MAINT	77,731.25	
001	201-637	MAINT OF PUBLIC BLDG	5,495.40	
001	201-640	LEASE/RENTAL	0.00	
001	201-681	TRAINING	12,200.00	
001	201-682	GARBAGE PICKUP CITY DUMPSTER	1,500.00	
001	201-683	LANDFILL CHARGES	39,000.00	
001	201-684	STREET LIGHTS	460,000.00	
001	201-685	STREET SIGNS	35,000.00	
001	201-686	DUES _MISC	1,500.00	
001	201-690	SCHOOL CRK DRAINAGE SHARE	0.00	
001	201-691	DRAINAGE IMPROVEMENTS	125,000.00	
001	201-692	TREE CITY	0.00	
001	201-720	CAPITAL IMPROVEMENTS OTHER	0.00	
001	201-730	CAPITAL MACHINERY _EQUIP	22,784.50	
001	201-732	FURNITURE _FIXTURES	0.00	
001	201-740	CAPITAL VEHICLES	0.00	
001	201-750	CAPITAL STREETS	0.00	
001	201-752	PURCHASE OF LAND	0.00	
001	201-760	OTHER COSTS	0.00	
001	201-790	CAPITAL OUTLAY	0.00	
	<u> </u>	46 accounts	5 127 689 26	
		TO GOODUILD	0,121,000.20	

Account Number: 001-201-??? Name:

ame: Fiscal: 2019-2020

Fund	Account	Name	Budget	
001	201-420	SALARIES	1,367,664.00	
001	201-440	OVERTIME	25,000.00	
001	201-460	STATE RETIREMENT	241,106.00	
001	201-470	FICA	106,539.00	
001	201-480	GROUP INSURANCE	216,715.00	
001	201-481	ADM. FEE, CAFETERIA PLAN	721.00	
001	201-482	HEALTH INSURANCE FEE	922.00	
001	201-490	UNEMPLOYMENT TAX	1,225.00	
001	201-491	WORKERS COMPENSATION	2,716.00	
001	201-500	OFFICE SUPPLIES	700.00	
001	201-510	JANITORIAL SUPPLIES	1,200.00	
001	201-525	GAS_OIL	55,000.00	
001	201-535	UNIFORMS	16,000.00	
001	201-540	OPERATING SUPPLIES	125,029.90	
001	201-575	STREET MATERIALS	291,000.00	
001	201-577	TRAFFIC CALMING	6,000.00	
001	201-578	MULTI USE TRAIL MAINT	40,000.00	
001	201-600	ENGINEERING	65,000.00	
001	201-601	LEGAL FEES	7,500.00	
001	201-603	PROFESSINAL FEES - STREETS	1,930,755.84	
001	201-604	PROFESSIONAL FEES - OTHER	627,978.59	
001	201-605	TELEPHONE	11,000.00	
001	201-610	TRAVEL EXPENSE	1,960.00	
001	201-615	ADVERTISING	500.00	
001	201-630	UTILITIES	12,000.00	
001	201-632	VEHICLE EXPENSE	60,000.00	
001	201-635	EQUIPMENT REPAIR _MAINT	79,068.44	
001	201-637	MAINT OF PUBLIC BLDG	3,800.00	
001	201-640	LEASE/RENTAL	0.00	
001	201-681	TRAINING	11,850.00	
001	201-682	GARBAGE PICKUP CITY DUMPSTER	1,500.00	
001	201-683	LANDFILL CHARGES	42,000.00	
001	201-684	STREET LIGHTS	496,427.00	
001	201-685	STREET SIGNS	18,000.00	
001	201-686	DUES _MISC	1,500.00	
001	201-690	SCHOOL CRK DRAINAGE SHARE	0.00	
001	201-691	DRAINAGE IMPROVEMENTS	530,500.00	
001	201-692	TREE CITY	0.00	
001	201-720	CAPITAL IMPROVEMENTS OTHER	0.00	
001	201-730	CAPITAL MACHINERY _EQUIP	18,650.00	
001	201-732	FURNITURE _FIXTURES	0.00	
001	201-740	CAPITAL VEHICLES	0.00	
001	201-750	CAPITAL STREETS	50,000.00	
001	201-752	PURCHASE OF LAND	0.00	
001	201-760	OTHER COSTS	0.00	
001	201-790	CAPITAL OUTLAY	0.00	
	<u> </u>	46 accounts	6 467 527 77	
			-, ,	

Account Number: 001-201-??? Name:

me: Fiscal: 2020-2021

Fund	Account	Name	Budget	
001	201-420	SALARIES	1,323,144.00	
001	201-440	OVERTIME	25,000.00	
001	201-460	STATE RETIREMENT	233,359.00	
001	201-470	FICA	103,133.00	
001	201-480	GROUP INSURANCE	254,625.00	
001	201-481	ADM. FEE, CAFETERIA PLAN	721.00	
001	201-482	HEALTH INSURANCE FEE	895.00	
001	201-490	UNEMPLOYMENT TAX	1,225.00	
001	201-491	WORKERS COMPENSATION	2,819.00	
001	201-500	OFFICE SUPPLIES	1,500.00	
001	201-510	JANITORIAL SUPPLIES	2,000.00	
001	201-525	GAS _OIL	70,000.00	
001	201-535	UNIFORMS	16,500.00	
001	201-540	OPERATING SUPPLIES	106,255.00	
001	201-575	STREET MATERIALS	180,000.00	
001	201-577	TRAFFIC CALMING	0.00	
001	201-578	MULTI USE TRAIL MAINT	40,000.00	
001	201-600	ENGINEERING	65,000.00	
001	201-601	LEGAL FEES	15,000.00	
001	201-603	PROFESSINAL FEES - STREETS	2,400,000.00	
001	201-604	PROFESSIONAL FEES - OTHER	761,303.00	
001	201-605	TELEPHONE	14,255.00	
001	201-610	TRAVEL EXPENSE	10,060.00	
001	201-615	ADVERTISING	1,000.00	
001	201-630	UTILITIES	12,000.00	
001	201-632	VEHICLE EXPENSE	60,000.00	
001	201-635	EQUIPMENT REPAIR _MAINT	75,756.00	
001	201-637	MAINT OF PUBLIC BLDG	9,495.40	
001	201-640	LEASE/RENTAL	0.00	
001	201-681	TRAINING	11,350.00	
001	201-682	GARBAGE PICKUP CITY DUMPSTER	1,500.00	
001	201-683	LANDFILL CHARGES	42,000.00	
001	201-684	STREET LIGHTS	375,000.00	
001	201-685	STREET SIGNS	41,612.00	
001	201-686	DUES _MISC	1,500.00	
001	201-690	SCHOOL CRK DRAINAGE SHARE	0.00	
001	201-691	DRAINAGE IMPROVEMENTS	503,917.00	
001	201-692	TREE CITY	0.00	
001	201-720	CAPITAL IMPROVEMENTS OTHER	0.00	
001	201-730	CAPITAL MACHINERY _EQUIP	5,414.00	
001	201-732	FURNITURE _FIXTURES	0.00	
001	201-740	CAPITAL VEHICLES	0.00	
001	201-750	CAPITAL STREETS	0.00	
001	201-752	PURCHASE OF LAND	0.00	
001	201-760	OTHER COSTS	0.00	
001	201-790	CAPITAL OUTLAY	0.00	
		46 accounts	6,767,338.40	

# Appendix Q – City's Sanitation Enterprise Fund

#### CITY OF RIDGELAND FINANCIAL STATEMENT - BUDGET/ACTUAL FYE 9/30/2020

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	FY2019 AUDITED		FY2020 ACTUAL (Pre Audit)	(	FY2021 CURRENT BUDGET
ENTERPRISE FUND GROUP SANITATION FUND					
REVENUES					
Charges for services	\$ 1,576,9	02 \$	1,583,473	\$	1,616,709
TOTAL REVENUES	1,576,9	02	1,583,473		1,616,709
BALANCE (CASH) AT BEGINNING OF THE YEAR	237,5	91	350,149		441,740
TOTAL CASH & ANTICIPATED REVENUES	1,814,4	93	1,933,622		2,058,449
EXPENDITURES					
Services	1,464,3	44	1,491,882		1,691,940
TOTAL EXPENDITURES	1,464,3	44	1,491,882		1,691,940
BALANCE AT END OF YEAR	350,1	49	441,740		366,509
TOTAL EXPENDITURES AND YEAR-END BALANCE	\$ 1,814,4	93 \$	1,933,622	\$	2,058,449

N <u>1,691,940.00</u> 0.00 <u>0.00</u> 0.00 <u>0.00</u> 0.00 <u>1,145,261</u> EXPENDITURES *** 1,691,940.0000.0000.00 0.00000.000000000000000		AL REVENUES *** 1,616,709.00 0.00 0.00 0.00 660,586.64 0.00 956,122 URE SUMMARY	FOR GOVERNMENTAL       1,616,709.00       0.00       0.00       658,162.96       0.00       958,546         NEOUS       0.00       0.00       0.00       0.00       2,423.68       0.00       2,423	SUMMARY	CURRENT CURRENT PRIOR YEAR Y-T-D BUDG BUDGET PERIOD PO ADJUST. ACTUAL ENCUMBRANCE BALAI	TATION L SUMMARY	21 11:39 AM C I T Y O F R I D G E L A N D FINANCIAL STATEMENT - UNAUDITED AS OF: MARCH 31ST, 2021
( 189,139.24)	1,145,261.60 1,145,261.60	956,122.36	958,546.04 ( 2,423.68)		BUDGET BALANCE		PAGE:

3-03-2021 11:39 AM 003-SANITATION REVENUES TAXES TOTAL LICENSE AND PERMITS INTRGOVERNMENTAL REVENUES CHARGES FOR GOVERNMENTAL SERVI	C I FI BUDGET	T Y O F R NANCIAL STATEME AS OF: MARCH 3 CURRENT PERIOD	I D G E L A N NYT - UNAUDITEI 31ST, 2021 PRIOR YEAR PO ADJUST.	D Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	PAGE: BUDGET BALANCE	BUDGET
TAXES  TOTAL LICENSE AND PERMITS							
INTRGOVERNMENTAL REVENUES							
<ul> <li>GARBAGE</li> <li>GARBAGE</li> <li>GOU-297</li> <li>RECYCLE</li> <li>OU0-298</li> <li>GARBAGE FEES PRVWSD</li> <li>OU0-299</li> <li>GARBAGE FEES BEAR CREEK W</li> <li>TOTAL CHARGES FOR GOVERNMENTAL SER</li> </ul>	1,076,658.00 443,173.00 90,292.00 7 <u>T</u> R 6,586.00 V <u>T</u> 1,616,709.00	0.000	0.0000	449,388.39 167,980.82 38,049.75 2,744.00 658,162.96	0.0000	627,269.61 275,192.18 52,242.25 3,842.00 958,546.04	41.74 37.90 42.14 41.66 40.71
MISCELLANEOUS  000-340 INTEREST EARNED TOTAL MISCELLANEOUS	0.00	0.00	0.00	2,423.68 2,423.68	0.00	2,423.68) 2,423.68)	0.00
CHARGES FOR UTILITY SERVICES							
NON-REVENUE RECEIPTS							
*** TOTAL REVENUES ***	1,616,709.00	0.00	0.00	660,586.64	0.00	956,122.36	

3-03-2021 11:39 AM	C I FIN A	T Y O F R ANCIAL STATEME S OF: MARCH 3	I D G E L A N NT - UNAUDITED 1ST, 2021	ם		PAGE:	ω
003-SANITATION SANITATION DEPARTMENTAL EXPENDITURES							
	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR PO ADJUST.	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
SUPPLIES							
OTHER SERVICES AND CHARGES							
220-604 PROFESSIONAL FEES OTHER 220-682 RESIDENTIAL & COMMERCIAL	73,172.00 1,151,956.00	0.00	0.00	4,627.63 384,911.50	0.00	68,544.37 767,044.50	6.32 33.41
220-683 RECYCLE-RESIDENTIAL & COMME TOTAL OTHER SERVICES AND CHARGES	1,691,940.00	0.00	0.00	<u>157,139.27</u> 546,678.40	0.00	309,672.73 1,145,261.60	33.66 32.31
CAPITAL OUTLAY							
IUTAL					-6		
TOTAL SANITATION =	1,691,940.00	0.00	0.00	546,678.40	0.00	1,145,261.60 	0.00
*** TOTAL EXPENDITURES ***	1,691,940.00	0.00	0.00	546,678.40	0.00	1,145,261.60	0.00

\*\*\* END OF REPORT \*\*\*

Account Number: 003-220-??? Name: Fiscal: 2018-2019

Fund	Account	Name	Budget	
003	220-540	OPERATING SUPPLIES	0.00	
003	220-604	PROFESSIONAL FEES OTHER	672.00	
003	220-682	RESIDENTIAL_COMMERCIAL	1,002,708.00	
003	220-683	RECYCLE-RESIDENTIAL_COMME	453,735.00	
003	220-730	CAPITAL MACHINERY _EQUIP	0.00	
		5 accounts	1,457,115.00	

Account Number: 003-220-??? Name: Fiscal: 2019-2020

Fund	Account	Name	Budget	
003	220-540	OPERATING SUPPLIES	0.00	
003	220-604	PROFESSIONAL FEES OTHER	672.00	
003	220-682	RESIDENTIAL_COMMERCIAL	1,058,220.00	
003	220-683	RECYCLE-RESIDENTIAL _COMME	457,020.00	
003	220-730	CAPITAL MACHINERY _EQUIP	0.00	
		5 accounts	1,515,912.00	

Account Number: 003-220-??? Name: Fiscal: 2020-2021

Fund	Account	Name	Budget	
003	220-540	OPERATING SUPPLIES	0.00	
003	220-604	PROFESSIONAL FEES OTHER	73,172.00	
003	220-682	RESIDENTIAL_COMMERCIAL	1,151,956.00	
003	220-683	RECYCLE-RESIDENTIAL_COMME	466,812.00	
003	220-730	CAPITAL MACHINERY _EQUIP	0.00	
		5 accounts	1,691,940.00	