

Purchasing Department
Madison County Board of Supervisors
146 West Center Street
Canton, Mississippi 39046

601-855-5503
hardy@madison-co.com

16 March 2017

District 1 Supervisor Sheila Jones
District 2 Supervisor Trey Baxter
District 3 Supervisor Gerald Steen
District 4 Supervisor David Bishop
District 5 Supervisor Paul Griffin

Subject: Household Hazardous Waste Grant

Dear Board Members:

For the past several years Madison County has applied for and received a Solid Waste Assistance Grant from MDEQ that has been used to help fund Ridgeland's Household Hazardous Waste Day and Madison's Clean-Up Day. Both entities have requested funds for this year's events.

The grant operates in the form of reimbursement from MDEQ for 75 percent of the paid expenses. The cities have traditionally organized the events, provided any needed labor, and paid all expenses with the exception of the disposal contractors' fees covered by the grant. In prior years the county has contracted with and paid the disposal contractors, and then sought reimbursement from MDEQ. Last year's grant was for \$62,000 with disposal contractor fees as follows:

Shred-It (Madison)	\$1,200
Shred-It (Ridgeland)	\$1,200
Magnolia Data (Ridgeland)	\$4,217
Care Environmental (Ridgeland)	\$54,920.40

Total	\$59,537.40

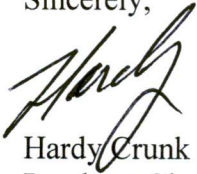
This year's grant is for only \$25,000, which is a reduction of \$37,000 from 2016's grant of \$62,000. With the reduced grant amount the county has two viable options:

1. Contract with Shred-It and Magnolia Data for the full amounts, cap the contract with Care Environmental at \$18,000, and let Ridgeland pay Care Environmental any amount above \$18,000.

2. Contract with Shred-It, Magnolia Data, and Care Environmental for the full amounts and pay the amount not covered by the grant from county special funds.

The overage could not be paid from the general fund. It also could not be paid from solid waste, because its millage is collected from the areas outside of the cities for services in those areas. Based upon MS Code 19-5-21 (7), the overage could apparently be paid from a special fund such as host fees, tipping fees, or Grand Gulf.

Sincerely,



Hardy Crunk
Purchase Clerk

Attachments:

- Shred-It Contract (Madison)
- Shred-It Contract (Ridgeland)
- Magnolia Data contract (Ridgeland)
- Care Environmental contract (Ridgeland)
- MS Code Section 19-5-21 (7)

MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY ASSISTANCE AGREEMENT		Assistance ID No. SWAC443		
		Date of Staff Approval 23-May-16		
AGREEMENT TYPE		Recipient Type		
Cooperative Agreement		COUNTY		
Grant Agreement	X	Tax ID No.		
Assistance Amendment				
RECIPIENT MADISON COUNTY BOARD OF SUPERVISORS P.O. BOX 608 CANTON, MS 39046		PROJECT MANAGER HARDY CRUNK PURCHASING CLERK		
ISSUING OFFICE MS DEPT. OF ENVIRONMENTAL QUALITY OFFICE OF POLLUTION CONTROL P. O. BOX 2261 JACKSON, MS 39225		PROJECT MANAGER DENISE RODGERS SOLID WASTE POLICY, PLANNING AND GRANTS BRANCH		
ASSISTANCE PROGRAM LOCAL GOVERNMENT SOLID WASTE ASSISTANCE PROGRAM		STATUTORY AUTHORITY SECTION 17-17-65, MS CODE ANN.		
PROJECT TITLE AND DESCRIPTION HOUSEHOLD HAZARDOUS WASTE COLLECTION EVENT				
PROJECT LOCATION CITY COUNTY MADISON STATE MS		PROJECT PERIOD The project period shall begin upon execution of the grant agreement by the Executive Director of MDEQ and end no later than DECEMBER 31, 2017.		
		TOTAL PROJECTED PERIOD COST \$ 25,000.00		
FUNDS		Former Award	This Action	Amended Total
MDEQ Amount This Action --Allocated (4049)			\$ 19,646.00	
MDEQ Amount This Action --Competitive (4050)			\$ 5,354.00	
Recipient Contribution				
Other Contribution				
Total Project Cost				
APPROVED BUDGET		\$ -	\$ 25,000.00	
Personnel-(Enforcement Officer)				
Indirect				
Travel				
Equipment				
Supplies				
Educational Material				
Construction				
Other --			\$ 25,000.00	
Total Charges			\$ 25,000.00	
METHOD OF PAYMENT		\$ -		
Advance				
Reimbursement		X		



Madison

CUSTOMER SERVICE AGREEMENT PURGE SERVICE

Branch Address:
Jackson, 5530 Industrial Road, Jackson, MS, 39209, USA

Client Information

Sold To Location:

Company Name: Madison County Board of Supervisors
Address: 125 W North St

Tel: (601) 317-9756

Fax:

City: Canton

State/Province: MS

Zip: 39046-3720

Purge Service

Minimum Type	Minimum Product	Unit Price
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Service Type: On-Site **Collection Type:** Floor **Fuel/Env. Surcharge:** No

Notes: Keep Madison the City Beautiful Event. Scheduled for April 29th from 10:00 - 2:00. Rate is \$300 per hour w/a 4 hour minimum.

Pricing Per Unit

Description	Container Type	Quantity	Unit Price
Exception	Minute	240	\$5.00

Payment Details

Payment Method: Check

(do not collect credit card information, branch will follow up)

PO# Required: No

PO#:

Blanket:

Liable for Tax: No

(check and attach certificate)

Shred-it guarantees to deliver the highest quality shredding service at all times. Any complaints about the quality of service which have not been resolved in the normal course of business must be sent by registered letter to the local Shred-it District Operations Manager. If Shred-it then fails to resolve any material complaint in a reasonable period of time, Customer may terminate this Agreement provided all containers are paid for at the then current replacement values or returned to Shred-it in good and usable condition.

I have read and agree to the Terms and Conditions on the following page: I agree.

Shred-it USA LLC ("Shred-it")

Company: Madison County Board of Supervisors

Signed: Shanetra Hewitt
Shanetra Hewitt (Mar 8, 2017)

Signed (Authorized Signature):

Print Name: Shanetra Hewitt

Print Name:

Position: Inside Sales Executive

Position:

Date: Mar 8, 2017

Date:

V2 08/ /

Terms & Conditions of Shred-it Customer Service Agreement

- Sole Terms.** All services provided by Shred-it to Customer are subject solely to the terms contained herein and any addenda agreed to by the parties in writing and attached hereto and the then-current Schedule of Ancillary Charges at www.shredit.com ("Schedule"). No term or condition on Customer's purchase order or any other instrument, agreement or understanding shall be binding upon Shred-it unless agreed to by the parties in writing; provided, however, that if a federal, state or local government and agency thereof, or its representative is a party to this Agreement, then any proposed modification, amendment or supplement must be in a writing signed by the President or Executive Vice President of Shred-it. All typographical and clerical errors are subject to correction.
- Shred-it Services.** Shred-it will provide the following services to Customer:
 - Shred-it will: (i) collect Customer's paper and other agreed upon materials ("Customer Confidential Materials" or "CCM") on a mutually agreed basis and (ii) destroy the CCM using a mechanical shredding device (the Destruction Process").
 - Within a reasonable time following completion of the Destruction Process, Shred-it will provide Customer with a Certificate of Destruction.
 - An authorized representative of Customer may, at any time, inspect the Destruction Process.
 - Shred-it will recycle or otherwise dispose of the CCM.
- Shred-it Equipment.** Any containers ("Equipment") provided to Customer by Shred-it are the property of Shred-it. Customer will not file any lien, nor allow to be filed any lien, against any such Equipment. Customer will keep all Equipment in good working order, normal wear and tear excepted. For any Equipment which are moved, damaged, stolen or lost while at Customer's location, Customer shall pay a replacement charge pursuant to the Schedule.
- Service Fee.** Customer will pay a "Service Fee" to Shred-it as set forth on the cover page or applicable Statement of Work. Notwithstanding anything to the contrary, Customer shall pay the Minimum Charge if Customer declines or cancels the shredding service after Shred-it has arrived at Customer's location on the scheduled shredding date and time or if the Customer's offices are closed on the scheduled shredding date.
- Payment Terms.** Customer agrees to pay the Service Fee and all other amounts due immediately upon completion of the Services and in any event no later than five (5) days thereafter. Any payments not received by Shred-it when due will be subject to an interest charge on the unpaid balance of 1.0% per month (or the maximum amount allowed by law). All payments must be in immediately available U.S. funds. The amount of any and all applicable taxes shall be added to the price and paid by Customer unless Customer has provided Shred-it with exemption certificates acceptable to the taxing authorities.
within 45 days of receipt of invoice.
- Ancillary Charges.** Customer agrees to pay ancillary charges according to the Schedule for services performed by Shred-it. The Schedule is incorporated by reference as if fully set forth herein and is subject to change from time to time in Shred-it's discretion. *HC*
- Term of the Agreement.** This Agreement shall remain in force until terminated by either Party upon thirty (30) days written notice. Requests for additional services may be made under this Agreement by the Parties' executing a Statement of Work setting out the fees for the service and the particulars of the service. Unless otherwise specified in the Statement of Work, the services shall be provided in accordance with the terms and conditions set out in this Agreement. *For April 29, 2017 only*
- Excused Performance.** In the event either party is prevented, hindered or delayed from the performance of any act required hereunder by reason of strike, lock-out, acts of God, legal process, failure of power or any other similar reason not directly the fault of such party, or by reason of the other party or its agents, then performance of such act shall be excused for the period of delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.
- Limitation of Liability.** Shred-it is not liable for any loss or damage to or for the repair, replacement or restoration of any CCM or other property of Customer. Shred-it's aggregate liability, if any, arising under this Agreement or the provision of services to Customer is limited to the amount of the Service Fees received by Shred-it from Customer for the particular service. Notwithstanding the foregoing, in no event will Shred-it be liable for any special, indirect, incidental, consequential, exemplary, or punitive damages, loss of profits or revenue, or loss of use even if informed of the possibility of such damages. To the extent permitted by applicable law, these exclusions and limitations will apply regardless of whether liability arises from breach of contract, warranty, tort (including but not limited to negligence), by operation of law, or otherwise.
- Setoff.** Customer will not set off invoiced amounts or any portion thereof against sums that are due or may become due from Shred-it to Customer, its parent, affiliates, subsidiaries or other divisions or units.
- Prohibited Acts / Compliance with Law.** Customer shall: (a) not store in any Equipment any CCM considered to be highly flammable, explosive, toxic, biohazards, medical waste, or radioactive, or any other materials which are otherwise illegal, dangerous and/or unsafe, and (b) comply with all laws, rules and regulations, including but not limited to, all environmental laws and laws governing the confidentiality, retention and disposition of any CCM.
- Indemnification, Attorney Fees & Collection Costs.** ~~Customer shall indemnify Shred-it and its parents, subsidiaries, affiliates, successors and assigns, and each of their respective shareholders, members, officers, and directors, from all losses, liabilities, damages, claims, penalties, fees, expenses, judgments and costs (including reasonable attorney's fees and costs) (collectively, "Damages"), as a result of Customer's actual or threatened breach of this Agreement (including, without limitation, any Damages relating to the Equipment, any Damages relating to the CCM, and any Damages relating to the destruction, removal or disclosure of such CCM).~~ In addition to all other legal and equitable remedies, in the event it becomes necessary for Shred-it to enforce the terms of this Agreement, including but not limited to any action to collect sums due hereunder, Shred-it shall be entitled to an award of its reasonable attorney's fees, litigation expenses and costs of collection. *HC*
- Miscellaneous.** This Agreement, any addenda attached hereto and agreed to by the parties in writing and the Schedule constitute the entire agreement between the parties, and supersede any and all prior agreements and arrangements, whether oral or written, between the parties. No modification of this Agreement shall be binding unless in Writing, attached hereto, and signed by both parties. ~~Any dispute or matter arising in connection with or relating to this Agreement shall be resolved by binding and final arbitration before the American Arbitration Association ("AAA"). The arbitration shall be conducted pursuant to applicable state or federal arbitration law. Any such dispute shall be determined on an individual basis, shall be considered unique as to its facts, and shall not be consolidated in any arbitration or other proceeding with any claim or controversy of any other party. The exclusive jurisdiction and forum for resolution of any such dispute shall lie in the state where the Customer is located at the closest AAA office.~~ The failure of either party to insist upon the performance of any provision of this Agreement, or to exercise any right or privilege granted to that party under this Agreement, will not be construed as waiving that provision or any other provision and the provision will continue in full force and effect. If any provision is found to be illegal, invalid, or otherwise unenforceable by any judicial or administrative body, the other provisions will not be affected and will remain in full force and effect. Provisions herein which by their very nature are intended to survive termination or cancellation of this Agreement will survive such termination or cancellation. Any notices to be given by one party to the other will be considered properly given if deposited in the United States Mail, postage prepaid, "Certified Mail, Return Receipt Requested," sent to the Customer at its Head Office identified on the cover page, and if to Shred-it, to the respective Shred-it branch with whom the original contract was signed unless notice of a new address is given and received in accordance with this Section. Customer represents that Shred-it is in no way infringing upon any existing contract between Customer and another service provider. *HC*



Ridgeland

CUSTOMER SERVICE AGREEMENT PURGE SERVICE

Branch Address:
Jackson, 5530 Industrial Road, Jackson, MS, 39209, USA

Client Information

Sold To Location:

Company Name: Madison County Board of Supervisors
Address: 125 W North St

Tel: (601) 317-9756

Fax:

City: Canton

State/Province: Mississippi

Zip: 39046-3720

Purge Service

Minimum Type	Minimum Product	Unit Price
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Service Type: On-Site Collection Type: Floor Fuel/Env. Surcharge: No
Notes: Shred Day rate is \$300 per hour, w/ a 4 hour minimum.

Pricing Per Unit

Description	Container Type	Quantity	Unit Price
Exception	Minute	240	\$5.00

Payment Details

Payment Method: Check (do not collect credit card information, branch will follow up)
PO# Required: No PO#: Blanket:
Liable for Tax: No (check and attach certificate)

Shred-it guarantees to deliver the highest quality shredding service at all times. Any complaints about the quality of service which have not been resolved in the normal course of business must be sent by registered letter to the local Shred-it District Operations Manager. If Shred-it then fails to resolve any material complaint in a reasonable period of time, Customer may terminate this Agreement provided all containers are paid for at the then current replacement values or returned to Shred-it in good and usable condition.

I have read and agree to the Terms and Conditions on the following page: I agree.

Shred-it USA LLC ("Shred-it")

Company: Madison County Board of Supervisors

Signed: Shanetra Hewitt

Signed (Authorized Signature):

Print Name: Shanetra Hewitt

Print Name:

Position: Inside Sales Executive

Position:

Date: Feb 13, 2017

Date:

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Terms & Conditions of Shred-it Customer Service Agreement

1. **Sole Terms.** All services provided by Shred-it to Customer are subject solely to the terms contained herein and any addenda agreed to by the parties in writing and attached hereto and the then-current Schedule of Ancillary Charges at www.shredit.com ("Schedule"). No term or condition on Customer's purchase order or any other instrument, agreement or understanding shall be binding upon Shred-it unless agreed to by the parties in writing; provided, however, that if a federal, state or local government and agency thereof, or its representative is a party to this Agreement, then any proposed modification, amendment or supplement must be in a writing signed by the President or Executive Vice President of Shred-it. All typographical and clerical errors are subject to correction.
2. **Shred-it Services.** Shred-it will provide the following services to Customer:
 - (a) Shred-it will: (i) collect Customer's paper and other agreed upon materials ("Customer Confidential Materials" or "CCM") on a mutually agreed basis and (ii) destroy the CCM using a mechanical shredding device (the Destruction Process").
 - (b) Within a reasonable time following completion of the Destruction Process, Shred-it will provide Customer with a Certificate of Destruction.
 - (c) An authorized representative of Customer may, at any time, inspect the Destruction Process.
 - (d) Shred-it will recycle or otherwise dispose of the CCM.
3. **Shred-it Equipment.** Any containers ("Equipment") provided to Customer by Shred-it are the property of Shred-it. Customer will not file any lien, nor allow to be filed any lien, against any such Equipment. Customer will keep all Equipment in good working order, normal wear and tear excepted. For any Equipment which are moved, damaged, stolen or lost while at Customer's location, Customer shall pay a replacement charge pursuant to the Schedule.
4. **Service Fee.** Customer will pay a "Service Fee" to Shred-it as set forth on the cover page or applicable Statement of Work. Notwithstanding anything to the contrary, Customer shall pay the Minimum Charge if Customer declines or cancels the shredding service after Shred-it has arrived at Customer's location on the scheduled shredding date and time or if the Customer's offices are closed on the scheduled shredding date.
5. **Payment Terms.** Customer agrees to pay the Service Fee and all other amounts due immediately upon completion of the Services and in any event no later than five (5) days thereafter. Any payments not received by Shred-it when due will be subject to an interest charge on the unpaid balance of 1.0% per month (or the maximum amount allowed by law). All payments must be in immediately available U.S. funds. The amount of any and all applicable taxes shall be added to the price and paid by Customer unless Customer has provided Shred-it with exemption certificates acceptable to the taxing authorities. *within 45 days of receipt of INVOICE*
6. **Ancillary Charges.** Customer agrees to pay ancillary charges according to the Schedule for services performed by Shred-it. The Schedule is incorporated by reference as if fully set forth herein and is subject to change from time to time in Shred-it's discretion. *HC*
7. **Term of the Agreement.** This Agreement shall remain in force until terminated by either Party upon thirty (30) days written notice. Requests for additional services may be made under this Agreement by the Parties' executing a Statement of Work setting out the fees for the service and the particulars of the service. Unless otherwise specified in the Statement of Work, the services shall be provided in accordance with the terms and conditions set out in this Agreement. *HC*
8. **Excused Performance.** In the event either party is prevented, hindered or delayed from the performance of any act required hereunder by reason of strike, lock-out, acts of God, legal process, failure of power or any other similar reason not directly the fault of such party, or by reason of the other party or its agents, then performance of such act shall be excused for the period of delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.
9. **Limitation of Liability.** Shred-it is not liable for any loss or damage to or for the repair, replacement or restoration of any CCM or other property of Customer. Shred-it's aggregate liability, if any, arising under this Agreement or the provision of services to Customer is limited to the amount of the Service Fees received by Shred-it from Customer for the particular service. Notwithstanding the foregoing, in no event will Shred-it be liable for any special, indirect, incidental, consequential, exemplary, or punitive damages, loss of profits or revenue, or loss of use even if informed of the possibility of such damages. To the extent permitted by applicable law, these exclusions and limitations will apply regardless of whether liability arises from breach of contract, warranty, tort (including but not limited to negligence), by operation of law, or otherwise.
10. **Setoff.** Customer will not set off invoiced amounts or any portion thereof against sums that are due or may become due from Shred-it to Customer, its parent, affiliates, subsidiaries or other divisions or units.
11. **Prohibited Acts / Compliance with Law.** Customer shall: (a) not store in any Equipment any CCM considered to be highly flammable, explosive, toxic, biohazards, medical waste, or radioactive, or any other materials which are otherwise illegal, dangerous and/or unsafe, and (b) comply with all laws, rules and regulations, including but not limited to, all environmental laws and laws governing the confidentiality, retention and disposition of any CCM.
12. **Indemnification, Attorney Fees & Collection Costs.** Customer shall indemnify Shred-it and its parents, subsidiaries, affiliates, successors and assigns, and each of their respective shareholders, members, officers, and directors, from all losses, liabilities, damages, claims, penalties, fees, expenses, judgments and costs (including reasonable attorney's fees and costs) (collectively, "Damages"), as a result of Customer's actual or threatened breach of this Agreement (including, without limitation, any Damages relating to the Equipment, any Damages relating to the CCM, and any Damages relating to the destruction, removal or disclosure of such CCM). In addition to all other legal and equitable remedies, in the event it becomes necessary for Shred-it to enforce the terms of this Agreement, including but not limited to any action to collect sums due hereunder, Shred-it shall be entitled to an award of its reasonable attorney's fees, litigation expenses and costs of collection. *HC*
13. **Miscellaneous.** This Agreement, any addenda attached hereto and agreed to by the parties in writing and the Schedule constitute the entire agreement between the parties, and supersede any and all prior agreements and arrangements, whether oral or written, between the parties. No modification of this Agreement shall be binding unless in Writing, attached hereto, and signed by both parties. Any dispute or matter arising in connection with or relating to this Agreement shall be resolved by binding and final arbitration before the American Arbitration Association ("AAA"). The arbitration shall be conducted pursuant to applicable state or federal arbitration law. Any such dispute shall be determined on an individual basis, shall be considered unique as to its facts, and shall not be consolidated in any arbitration or other proceeding with any claim or controversy of any other party. The exclusive jurisdiction and forum for resolution of any such dispute shall lie in the state where the Customer is located at the closest AAA office. The failure of either party to insist upon the performance of any provision of this Agreement, or to exercise any right or privilege granted to that party under this Agreement, will not be construed as waiving that provision or any other provision and the provision will continue in full force and effect. If any provision is found to be illegal, invalid, or otherwise unenforceable by any judicial or administrative body, the other provisions will not be affected and will remain in full force and effect. Provisions herein which by their very nature are intended to survive termination or cancellation of this Agreement will survive such termination or cancellation. Any notices to be given by one party to the other will be considered properly given if deposited in the United States Mail, postage prepaid, "Certified Mail, Return Receipt Requested," sent to the Customer at its Head Office identified on the cover page, and if to Shred-it, to the respective Shred-it branch with whom the original contract was signed unless notice of a new address is given and received in accordance with this Section. Customer represents that Shred-it is in no way infringing upon any existing contract between Customer and another service provider. *HC*

Shred-it USA LLC ("Shred-it")

Ridgeland

ELECTRONICS RECOVERY AND DISPOSAL SERVICES AGREEMENT

This Electronics Recovery and Disposal Services Agreement ("Agreement"), dated effective as of the last date of signature hereto ("Effective Date"), is entered into by and between **MAGNOLIA DATA SOLUTIONS, LLC**, a Mississippi limited liability company, its subsidiaries and affiliates (collectively, the "Company") and the undersigned customer (the "Customer"), each individually referred to as "Party" or collectively as the "Parties."

Customer desires to engage the Company to provide certain recovery, disposal and/or recycling services to Customer. The Company and Customer desire to establish the terms and conditions pursuant to which such services will be provided.

Accordingly, the Parties hereto, intending to be legally bound, hereby covenant and agree as follows:

1. **Services.** The Company will provide Customer with electronic asset recovery, destruction, disposal and/or recycling services (the "Services") as more particularly described on a statement of work substantially in the form of Exhibit A hereto and incorporated herein by this reference (the "Statement") to be executed by the Parties prior to each transaction. Company will perform the Services for Customer's functional, non-functional, decommissioned and end-of-life electronic equipment, including, but not limited to, computers, servers, monitors, televisions, routers, modems and peripheral devices (collectively, the "Equipment") and various electronic components, sub-assemblies and other equipment parts (collectively, the "Components" and together with Equipment, the "Electronic Waste") on an as needed basis; provided, however, that the Company reserves the right to reject any request for Services in its discretion due to: (i) failure of the Customer to comply with Company requirements, (ii) Customer having any account payable to Company aged over 30 days, (iii) Customer shipping Electronic Waste of a type or character materially different from the type normally handled by Company, or (iv) contamination of Customer's Electronic Waste. For purposes of this Agreement, Customer's Electronic Waste will be deemed contaminated if Company, in its discretion, determines that the Electronic Waste contains chemicals, biological agents, or other substances that are not integral to the original Electronic Waste or otherwise associated with normal office or household environments or if Environmentally Sensitive Materials (defined below) are found to be physically damaged, broken, or leaking through no fault of the Company (collectively, the "Contaminated Waste"). The terms and conditions of any Statement, purchase order, or any other document submitted by Customer which conflicts with or in any way purports to amend any of the terms and conditions of this Agreement are hereby specifically objected to by the Company and shall be of no force or effect.

2. **Fees; Payment Terms.** Company will pay to Customer or invoice Customer for, as applicable, any net amounts due as set forth in a Statement. Customer shall pay Company the invoiced amount within 30 days of the date listed on the invoice. A late fee in the amount of 1% per full or partial month will be applied to all balances not paid by Customer by the due date. Company shall assess an additional fee of \$40, or such other amount as is permitted by law, for any check returned for nonpayment. ~~Customer shall pay Company all amounts due, including disputed amounts, by the due date regardless of the status of any objection.~~ Customer must

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~~provide Company written notice of any objection within sixty (60) days of the date of an invoice or Customer shall be deemed to have waived any objection.~~ *HC*

3. **Term; Termination.** The term of this Agreement shall be for a ~~period of one~~ *May 13 2017* ~~(1) year commencing on the Effective Date. This Agreement shall automatically renew for successive one-year periods.~~ *HC* Either Party may terminate this Agreement for any reason or no reason upon thirty (30) days' prior written notice. Upon termination, Customer shall be responsible for payment to the Company for (a) all Services performed through the date of termination; (b) ~~all materials purchased by the Company for the Customer;~~ (c) ~~all administrative costs associated with the termination of this Agreement;~~ and (d) ~~all reasonable demobilization fees.~~ *HC*

4. **Company's Obligations.** The Company shall: (a) except as otherwise set forth herein, be solely responsible for the performance, supervision and direction of the Services; (b) except for Electronic Waste packaged by Customer, properly package the Electronic Waste in compliance with all federal, state and local laws, statutes, rules, regulations and ordinances in effect or subsequently enacted concerning or relating to the protection of human health and/or the environment, including Superfund and any similar law (collectively, the "Environmental Laws") and create a pre-shipment inventory of all Electronic Waste packaged; (c) except for Electronic Waste delivered to Company by Customer, properly load, transport, store and dispose of Electronic Waste in compliance with all Environmental Laws; (d) ensure that it and its subcontractors comply with all applicable Environmental Laws and prevent shipping of any Electronic Waste that contains elements, compounds or other materials defined as toxic, reactive, corrosive or otherwise hazardous by the U.S. Environmental Protection Agency regulations (typical Environmentally Sensitive Material parts include, but are not limited to, all batteries (lead, cadmium, lithium), glass from cathode ray tubes (lead), LCD fluorescent bulbs (mercury), and electronic components/cards (antimony, cadmium, lead) (the "Environmentally Sensitive Materials") to solid waste (non-hazardous waste) landfills or incinerators for disposal or energy recovery; (e) not export Environmentally Sensitive Materials from developed to developing countries for disposal; and (f) provide Customer with a certificate of destruction, as applicable, upon completion of the Services.

5. **Customer's Obligations.** Customer shall: (a) ~~except for Electronic Waste packaged by Company, ensure that all Electronic Waste is packaged on or in pallets or other appropriate containers and stored at Customer's premises in accordance with all Environmental Laws, ensure that the Electronic Waste so packaged and stored does not contain any Contaminated Waste, and ensure that a pre-shipment inventory listing of all Electronic Waste for each pallet or container shipped and related bill of lading is properly prepared;~~ *HC* (b) except for Electronic Waste picked up by Company, ensure that all Electronic Waste delivered by Customer to Company is properly loaded, transported, and stored in compliance with all Environmental Laws and that no Contaminated Waste is delivered to Company; (c) ~~promptly, at its sole cost and expense, retrieve from Company's facilities any and all Contaminated Waste either packaged or delivered by Customer;~~ *HC* (d) provide as part of each Statement an accurate and complete description of the Electronic Waste for which Company will provide the Services (the "Waste Profile"); (e) ~~retrieve whatever information it needs from any hard drive or any other data~~ *HC*

HC

~~storage medium prior to transfer of the Electronic Waste to Company;~~ (f) fulfill all other obligations to Company set forth elsewhere in this Agreement and any Statement.

6. **Relationship of the Parties.** Each Party acknowledges and agrees that each is an independent contractor in performing its obligations under this Agreement, and this Agreement will not be construed to create a partnership, joint venture or employment relationship between the Parties. Each Party agrees that all its employees or subcontractors assigned to perform under this Agreement are, for all purposes, employees and/or subcontractors of the hiring Party, and not employees or agents of the other Party.

7. **Confidentiality.** It may be necessary or desirable for the Parties to disclose to each other information, including, but not limited to, pricing information, cost, analyses, process methodology, internal audits, financial information, trade secrets, identity of downstream service providers, general proprietary information, and other information disclosed by either Party to the other in writing and marked "confidential" or "proprietary" or other similar legend, that the disclosing Party regards as confidential (collectively, "Confidential Information"). Each Party shall use Confidential Information only for purposes of this Agreement and shall not disclose Confidential Information to any third party without the other Party's prior written consent. Disclosure to employees shall only be made on a need-to-know basis. Each Party agrees to take all appropriate action and to utilize the same effort to safeguard Confidential Information as each utilizes to protect its own similar information.

8. **Indemnification**

a. **Company.** Company will indemnify, defend and hold Customer and its officers, directors, employees and agents harmless from any loss, damage, claim, demand, suit, liability, civil penalties (including removal and remedial costs), cost or expense (including, without limitation, fines, penalties and reasonable attorneys' fees) arising out of or resulting from any claims of any type, kind or character arising out of or related to (1) the Company's performance (or failure to perform) its obligations under this Agreement or any Statement and (2) Company's gross negligence or willful misconduct occurring while providing the Services.

~~b. **Customer.** Customer will indemnify, defend and hold Company and its officers, directors, employees and agents harmless from any loss, damage, claim, demand, suit, liability, civil penalties (including removal and remedial costs), cost or expense (including, without limitation, fines, penalties and reasonable attorneys' fees) arising out of or resulting from any claims of any type, kind or character arising out of or related to (1) Customer's performance (or failure to perform) its obligations under this Agreement or any Statement; (2) Customer's failure to provide clear title to the Electronic Waste to Company; (3) Customer's packaging, transportation, or delivery of Contaminated Waste; (4) Customer's failure to provide an accurate waste profile in the Statement or otherwise; (5) Customer's gross negligence or willful misconduct occurring while performing any and all transactions contemplated by this Agreement.~~

9. **Limitation of Liability. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER OR TO ANY THIRD PARTY FOR SPECIAL,**

PUNITIVE, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, INCLUDING LOSS OF CAPITAL, LOST PROFITS OR BUSINESS, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

10. **Non-Circumvention.** Customer acknowledges that in reliance upon this Agreement, the Company will expend considerable efforts in connection with the Services to be performed by Company on behalf of Customer (the "Business Relationship"), and will provide Customer with access to Confidential Information and will introduce Customer, directly or indirectly, to certain of the Company's subcontractors, vendors, suppliers or other parties with whom the Company conducts business (the "Restricted Parties"). Customer agrees that Customer shall not, directly or indirectly, on behalf of any person or business, circumvent any business opportunity of the Company or solicit, contact, or call upon (a) any Restricted Parties during the term of the Business Relationship and for a period of two (2) years after the termination hereof, (b) any Restricted Parties which previously engaged the Company to provide services during the one (1) year period immediately preceding termination of the Business Relationship, or (c) any Restricted Parties with whom the Company has initiated discussions or is actively negotiating an agreement to provide services at the time of termination of the Business Relationship, or any representative of the same with a view toward selling or providing any service or product competitive with any service or product sold or provided by the Company during the Business Relationship.

~~11. **Title; Risk of Loss.** Title to and ownership of the Electronic Waste will remain vested in Customer until it is (a) delivered to Company's facilities, if Customer bears the responsibility of transporting the Electronic Waste or (b) loaded onto trucks at Customer's Facilities, if Company bears the responsibility of transporting the Electronic Waste. The risk of loss shall transfer with title. Notwithstanding the foregoing, title to Contaminated Waste does not transfer to Company, unless and until, the Company expressly consents in writing to accept title to Contaminated Waste.~~ HC

12. **Insurance.** Company shall purchase and maintain, at its own expense and at all times during the term of this Agreement, insurance of the following types and amounts: (a) commercial general liability, with limits of insurance of not less than \$1,000,000 per occurrence and \$2,000,000 in the annual aggregate; (b) business automobile liability, with limits of at least \$1,000,000 per occurrence, including coverage for liability arising out of all owned, leased, hired and non-owned automobiles; and (c) workers' compensation and unemployment insurance in such amounts and upon such terms as is required by law. Company shall provide certificates of coverage upon request. The Parties mutually waive their respective rights of subrogation.

13. **General.**

a. **Notices.** Any notice, request, instruction or other communication to be given under this Agreement will be in writing and will be: (a) delivered personally; (b) sent by Federal Express or other similarly reputable overnight courier; or (c) transmitted by facsimile, to the addresses and/or facsimile numbers set forth on the signature page of each Party hereto or to another address as either Party may indicate by notice delivered to the other Party in accordance

with the provisions of this Section. Notices will be deemed given: (x) if delivered personally, at the time delivered; (y) if sent by Federal Express or other similarly reputable overnight courier, at the time sent; or (z) if transmitted by facsimile, at the time when receipt is confirmed by the sender or sending facsimile machine.

b. **Governing Law; Designation of Forum.** This Agreement shall be deemed to have been executed and entered into in the State of Mississippi, and this Agreement, and its formation, operation, and performance shall be governed, construed, performed, and enforced in accordance with the substantive and procedural laws of the State of Mississippi, without regard to principles of conflicts of laws. All suits, proceedings, and other actions relating to or arising out of this Agreement shall be brought in a federal or state court of appropriate jurisdiction that presides in Hinds County, Mississippi, and venue shall lie exclusively therein. The Parties hereto consent to personal jurisdiction and venue in any federal or state court which presides in Hinds County, Mississippi, and expressly waives the right to bring action in, or to transfer or remove any action to, any other state or federal court. Each Party waives any claim that any action or proceeding brought in any such court has been brought in an inconvenient forum.

c. **Amendments.** The Parties may amend this Agreement only by a written agreement of the Parties that identifies itself as an amendment to this Agreement.

d. **Waivers.** The Parties may waive the provisions in this Agreement only by a writing executed by the Party or Parties against whom the waiver is sought to be enforced. No failure or delay in exercising any right or remedy, or in requiring the satisfaction of any condition, under this Agreement, and no act, omission or course of dealing between the parties, operates as a waiver or estoppel of any right, remedy or condition. A waiver made in writing on one occasion is effective only in that instance and only for the purpose stated. A waiver once given is not to be construed as a waiver on any future occasion or against any other person.

e. **Severability.** If any provision of this Agreement is determined to be invalid, illegal or unenforceable, the remaining provisions of this Agreement remain in full force, if the essential terms and conditions of this Agreement for each Party remain valid, binding, and enforceable.

f. **Merger.** This Agreement constitutes the final agreement between the Parties. It is the complete and exclusive expression of the Parties' agreement on the matters contained in this Agreement. All prior and contemporaneous negotiations and agreements between the Parties on the matters contained in this Agreement are expressly merged into and superseded by this Agreement. The provisions of this Agreement may not be explained, supplemented or qualified through evidence of trade usage or a prior course of dealings. There are no conditions precedent to the effectiveness of this Agreement.

g. **Counterparts.** The Parties may execute this Agreement in multiple counterparts, each of which constitutes an original, and all of which, collectively, constitute only one agreement. This Agreement is effective upon delivery (by e-mail, facsimile or regular mail)

of one executed counterpart from each party to the other Party. In proving this Agreement, a Party must produce or account only for the executed counterpart of the Party to be charged.

h. **Successors and Assigns.** This Agreement binds and benefits the Parties and their respective heirs, executors, administrators, legal representatives, and permitted successors and assigns.

i. **Assignment and Delegation.** No Party may assign any of its rights under this Agreement, except with the prior written consent of the other Party who shall not unreasonably withhold, condition or delay its consent, provided, however, Company may assign its rights and delegate its duties to any successor by merger, consolidation, or sale of substantially all of its assets.

j. **Third-Party Beneficiaries.** Except as may be specifically set forth herein, this Agreement does not and is not intended to confer any rights or remedies upon any person or entity other than the signatories.

k. **Captions.** The descriptive headings of the sections and subsections of this Agreement are for convenience only, do not constitute a part of this Agreement, and do not affect this Agreement's construction or interpretation.

l. **Announcements.** Except as required by law, so long as this Agreement is in effect, any Party intending to make any disclosure concerning this Agreement, or the transactions it contemplates, shall provide the other Party a copy of the proposed disclosure and an opportunity to comment on it at least five business days before the disclosure. Afterwards, the disclosing Party may issue the release with the changes, if any, to which it agreed.

m. **Rights and Remedies Cumulative.** The enumeration of a Party's rights and remedies set forth in this Agreement is not intended to be exhaustive. The exercise by a Party of any right or remedy under this Agreement does not preclude the exercise of any other rights or remedies, all of which are cumulative and are in addition to any other right or remedy given under this Agreement or which may now or subsequently exist in law or in equity or by statute or otherwise.

~~n. **Waiver of Right to Trial by Jury. EACH OF THE PARTIES HERETO IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.**~~

[SIGNATURES ARE ON THE NEXT PAGE]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

CUSTOMER:

X _____]

By: Trey Baxter

Name: _____

Title: President

Date: 20 March 2017

Notice Address:

Attn: _____

Fax: (601) _____

(Signature Page of Customer to Electronics Recovery and Disposal Services Agreement)

COMPANY:

MAGNOLIA DATA SOLUTIONS, LLC

Name: Christopher A. Lumaghini

Title: President

Signature: _____

Date: _____

Notice Address:

Magnolia Data Solutions, LLC

Attn: Christopher Lumaghini

160 Fairbanks St.

Jackson, MS 39202

Fax: (601) 510-9094

(Signature Page of Company to Electronics Recovery and Disposal Services Agreement)

EXHIBIT A

Statement of Work

This Statement of Work (“Statement”) is incorporated by reference into and made an integral part of the Electronics Recovery and Disposal Services Agreement between **Madison County** and **Magnolia Data Solutions, LLC** (the “Agreement”). Capitalized terms not defined in this Statement shall have the meaning ascribed to them in the Agreement. To the extent of any conflict or inconsistency between this Statement and the terms and conditions of the Agreement, this Agreement will prevail.

Waste Profile: Electronic Equipment – Computer Towers/Desktops, Printers, Cords/Cables and all other equipment that needs collection and removal including hard drive and data shredding.

Start Date: (if applicable): May 13th 2017 @ Holmes College in Ridgeland, MS

End Date: (if applicable): Written Notice

Services to be provided: Magnolia Data Solutions, LLC will provide you with analytical, collection, management, transportation, disposal and/or recycling services for all your waste materials including the complete destruction of all data containing devices by means of shredding. Magnolia Data Solutions, LLC will also complete a waste profile certificate to be completed on MDS documents which will contain materials received. Magnolia Data Solutions, LLC will use all company employed representatives, no outside contractors will be utilized.

Pricing without detailed inventory: \$0.25/lb. with a minimum of \$900/per HHW collection event

Who is responsible for packaging the Electronic Waste: Magnolia Data Solutions will solely be responsible for packing and providing all supplies needed.

Who is responsible for Transporting the Electronic Waste: Magnolia Data Solutions will solely be responsible for all transportation of waste materials that MDS collects and will be removed from the collection site the same day as the event within a reasonable amount of time to complete the task at hand.

IN WITNESS WHEREOF, the Parties have agreed to the services and pricing contained in this Statement.

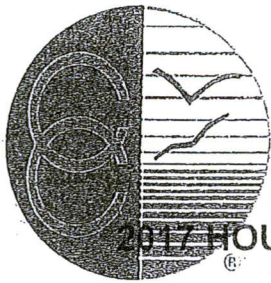
Customer: Madison County, MS Company: Magnolia Data Solutions, LLC

Signature: _____ Signature: _____

Title: President Title: President

Date: 20 March 2017 Date: _____

Ridgeland



Care Environmental Corp. sm

2017 HOUSEHOLD HAZARDOUS WASTE COLLECTION AGREEMENT

This Agreement is entered into this 14th day of March, 2017, by and between Madison County (hereinafter "Community"), and Care Environmental Corp (hereinafter "Care Environmental").

Community and Care Environmental hereby agree as follows:

1. On May 13, 2017, Care Environmental shall have present trained personnel, supplies, equipment to handle, containerize, label, load and transport all collected household hazardous material for disposal in a manner which conforms to state and federal laws and regulations.
2. The Community agrees to pay Care Environmental for services listed in accordance to the attached pricing schedule. Community agrees to pay Care Environmental within ~~thirty (30)~~ *45 days* upon receipt of invoice.
3. The Community shall provide a person in charge to direct traffic and to maintain order throughout the collection program.
4. Care Environmental shall accept only household hazardous waste for transportation and disposal from those individuals who are approved by the Community Coordinator in such amounts as are approved by the Community Coordinator.
5. Care Environmental shall be deemed to be the ("generator" and take "title") of all Wastes accepted throughout the collection program.
6. Care Environmental shall transport for disposal all waste which is collected. Such waste will be transported to a licensed facility for processing. Care Environmental will perform all services under this agreement in a safe, efficient, professional and lawful manner.
7. Care Environmental represents that it shall possess on the day of collection:
 - a. A valid EPA Identification number for generation and transportation of hazardous wastes;
 - b. A valid state transporters license and vehicle identification device for each vehicle for transportation of hazardous wastes;
 - c. All insurance coverages listed in the insurance.

Corporate Office
 429 E. Blackwell St.
 Dover, NJ 07801
 Transportation
 EPA ID# NJR
 986637296
 (973) 398-5100
 Fax: (973) 361-5550

Georgia Office
 714 Gil Harbin Industrial Blvd.
 Valdosta, GA 31601
 Processing & Storage
 EPA ID# GAR
 000035899
 (229) 242-6565
 Fax: (229) 242-6590

Florida Office
 5901 Young Pine Rd.
 Orlando, FL 32829
 (866) HHW-CARE
 Fax: (843) 903-2881

Maryland Office
 3400-A Brown Station Rd.
 Upper Marlboro, MD 20774
 (866) HHW-CARE
 Fax: (843) 903-2881

South Carolina Office
 4999 Carolina Forest Blvd., Suite 21
 Myrtle Beach, SC 29579
 (843) 903-2880
 Fax: (843) 903-2881

8. Care Environmental Corp. may assign its rights including its rights to receive the proceeds of this contract and delegate its obligations hereunder to such third party as it may designate.
9. The Community represents and warrants that execution of this Agreement by the signatory below has been duly authorized and is in conformance with applicable provisions of state and local law.
10. Any notice or other communication given under this Agreement shall be in writing and mailed or delivered as follows:

To Community:

Madison County
 P.O. Box 608
 Canton, MS 39046
 Attn: Hardy Crunk, Purchase Clerk
 601-855-5503

To Care Environmental:

Care Environmental Corp.
 4999 Carolina Forest Blvd
 Suite 21
 Myrtle Beach, SC 29579
 ATT: Francis J. McKenna, Jr., President
 (800) 494-CARE- (2273)

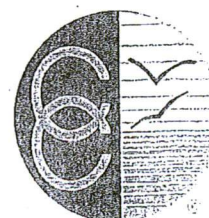
11. The validity, interpretation and performance of this Agreement shall be in accordance with the laws of The State of Mississippi.
12. IN WITNESS WHEREOF, the parties hereto execute this Agreement by their duly authorized representative.

Madison County

Signature: _____
 By: _____
 Title: _____
 Date: _____

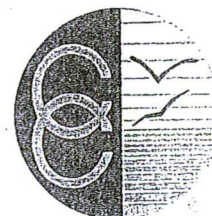
Care Environmental Corp.

Signature: _____
 By: Francis J. McKenna, Jr.
 Title: President
 Date: 3/14/17



PRICING PAGE for 2017
Ridgeland, MS/Madison County

- | | |
|---|--------------------------|
| 1. Mobilization / Demobilization | |
| Cost (per event) | \$2,000.00 |
|
 | |
| 2. Transportation / Disposal | |
| A. Aerosols | \$400.00 cubic yard box |
| B. Corrosives | \$1.40 per pound |
| C. Oxidizers | \$1.40 per pound |
| D. Poisons (liquids/solids) | \$1.40 per pound |
| E. Flammable (liquids/solids) | \$400 per cubic yard box |
| F. Flammable Liquids (bulk) | \$220.00 per 55gal drum |
| G. Oil (bulk) | \$220.00 per 55 gal drum |
| H. Dry cell Batteries | \$1.40 per pound |
| I. Antifreeze | \$220.00 per 55 gal drum |
| J. Pesticides(liquids/solids) | \$1.40 per pound |
| K. Computers/Equipment | \$300.00 cubic yard box |



See highlighted text on last page

§ 19-5-21

COUNTIES AND COUNTY OFFICERS

Editor's Note — A former § 19-5-19 (Codes, 1942, §§ 2912.7-01, 2912.7-04; Laws, 1971, ch. 370, §§ 1, 4; Repealed by Laws, 1991, ch. 581, § 34) provided additional authority for the establishment and operation of garbage and rubbish disposal. For similar provisions, see §§ 17-17-301 et seq.

RESEARCH REFERENCES

Am Jur. 56 Am. Jur. 2d, Municipal Corporations, Counties, and Other Political Subdivisions §§ 398-403 et seq.

§ 19-5-21. **Levy of ad valorem taxes and surcharges for payment of costs of establishment and operation of garbage and rubbish disposal systems; borrowing in anticipation of surcharge levy; use of special funds.**

(1)(a) Except as provided in paragraphs (b), (c), (d) and (g) of this subsection, the board of supervisors, to defray the cost of establishing and operating the system provided for in Section 19-5-17, may levy an ad valorem tax not to exceed four (4) mills on all taxable property within the area served by the county garbage or rubbish collection or disposal system. The service area may be comprised of unincorporated or incorporated areas of the county or both; however, no property shall be subject to this levy unless that property is within an area served by a county's garbage or rubbish collection or disposal system.

(b) The board of supervisors of any county wherein Mississippi Highways 35 and 16 intersect and having a land area of five hundred eighty-six (586) square miles may levy, in its discretion, for the purposes of establishing, operating and maintaining a garbage or rubbish collection or disposal system, an ad valorem tax not to exceed six (6) mills on all taxable property within the area served by the system as set out in paragraph (a) of this subsection.

(c) The board of supervisors of any county bordering on the Mississippi River and traversed by U.S. Highway 61, and which is intersected by Mississippi Highway 4, having a population of eleven thousand eight hundred fifty-four (11,854) according to the 1970 federal census, and having an assessed valuation of Fourteen Million Eight Hundred Seventy-two Thousand One Hundred Forty-four Dollars (\$14,872,144.00) in 1970, may levy, in its discretion, for the purposes of establishing, operating and maintaining a garbage or rubbish collection or disposal system, an ad valorem tax not to exceed six (6) mills on all taxable property within the area served by the system as set out in paragraph (a) of this subsection.

(d) The board of supervisors of any county having a population in excess of two hundred fifty thousand (250,000), according to the latest federal decennial census, and in which Interstate Highway 55 and Interstate Highway 20 intersect, may levy, in its discretion, for the purposes of establishing, operating and maintaining a garbage or rubbish collection or disposal system, an ad valorem tax not to exceed seven (7) mills on all

taxable property within the area served by the system as set out in paragraph (a) of this subsection.

(e) The proceeds derived from any additional millage levied pursuant to paragraphs (a) through (d) of this subsection in excess of two (2) mills shall be excluded from the ten percent (10%) increase limitation under Section 27-39-321 for the first year of such additional levy and shall be included within such limitation in any year thereafter. The proceeds from any millage levied pursuant to paragraph (g) shall be excluded from the ten percent (10%) increase limitation under Section 27-39-321 for the first year of the levy and shall be included within the limitation in any year thereafter.

(f) The rate of the ad valorem tax levied under this section shall be shown as a line item on the notice of ad valorem taxes on taxable property owed by the taxpayer.

(g) In lieu of the ad valorem tax authorized in paragraphs (a), (b), (c) and (d) of this subsection, the fees authorized in subsection (2) of this subsection and in Section 19-5-17 or any combination thereof, the board of supervisors may levy an ad valorem tax not to exceed six (6) mills to defray the cost of establishing and operating the system provided for in Section 19-5-17 on all taxable property within the area served by the system as provided in paragraph (a) of this subsection.

Any board of supervisors levying the ad valorem tax authorized in this paragraph (g) is prohibited from assessing or collecting fees for the services provided under the system.

(2) In addition to the ad valorem taxes authorized in paragraphs (a), (b) and (c) of subsection (1) or in lieu of any other method authorized to defray the cost of establishing and operating the system provided for in Section 19-5-17, the board of supervisors of any county with a garbage or rubbish collection or disposal system may assess and collect fees to defray the costs of the services. The board of supervisors may assess and collect the fees from each single family residential generator of garbage or rubbish. The board of supervisors also may assess and collect the fees from each industrial, commercial and multifamily residential generator of garbage or rubbish for any time period that the generator has not contracted for the collection of garbage and rubbish that is ultimately disposed of at a permitted or authorized nonhazardous solid waste management facility. The fees assessed and collected under this subsection may not exceed, when added to the proceeds derived from any ad valorem tax imposed under this section and any special funds authorized under subsection (7), the actual costs estimated to be incurred by the county in operating the county garbage and rubbish collection and disposal system.

(3)(a) Before the adoption of any order to increase the ad valorem tax assessment or fees authorized by this section, the board of supervisors shall publish a notice advertising their intent to adopt an order to increase the ad valorem tax assessment or fees authorized by this section. The notice shall specify the purpose of the proposed increase, the proposed percentage increase and the proposed percentage increase in total revenues for garbage or rubbish collection or disposal services or shall contain a copy of the

resolution by the board stating their intent to increase the ad valorem tax assessment or fees. The notice shall be published in a newspaper published or having general circulation in the county for no less than three (3) consecutive weeks before the adoption of the order. The notice shall be in print no less than the size of eighteen (18) point and shall be surrounded by a one-fourth (1/4) inch black border. The notice shall not be placed in the legal section notice of the newspaper. There shall be no language in the notice stating or implying a mandate from the Legislature.

(b) In addition to the requirement for publication of notice, the board of supervisors shall notify each person furnished garbage or rubbish collection or disposal service of any increase in the ad valorem tax assessment or fees. In the case of an increase of the ad valorem tax assessment, a notice shall be conspicuously placed on or attached to the first ad valorem tax bill on which the increased assessment is effective. In the case of an increase in fees, a notice shall be conspicuously placed on or attached to the first bill for fees on which the increased fees or charges are assessed. There shall be no language in any notice stating or implying a mandate from the Legislature.

(4) The board of supervisors of each county shall adopt an order determining whether or not to grant exemptions, either full or partial, from the fees for certain classes of generators of garbage or rubbish. If a board of supervisors grants any exemption, it shall do so in accordance with policies and procedures, duly adopted and entered on its minutes, that clearly define those classes of generators to whom the exemptions are applicable. The order granting exemptions shall be interpreted consistently by the board when determining whether to grant or withhold requested exemptions.

(5)(a) The board of supervisors in any county with a garbage or rubbish collection or disposal system only for residents in unincorporated areas may adopt an order authorizing any single family generator to elect not to use the county garbage or rubbish collection or disposal system. If the board of supervisors adopts an order, the head of any single family residential generator may elect not to use the county garbage or rubbish collection or disposal service by filing with the chancery clerk the form provided for in this subsection before December 1 of each year. The board of supervisors shall develop a form that shall be available in the office of the chancery clerk for the head of household to elect not to use the service and to accept full responsibility for the disposal of his garbage or rubbish in accordance with state and federal laws and regulations. The board of supervisors, following consultation with the Department of Environmental Quality, shall develop and the chancery clerk shall provide a form to each person electing not to use the service describing penalties under state and federal law and regulations for improper or unauthorized management of garbage. Notice that the election may be made not to use the county service by filing the form with the chancery clerk's office shall be published in a newspaper published or having general circulation in the county for no less than three (3) consecutive weeks, with the first publication being made no sooner than five (5) weeks before the first day of December. The notice shall state that any single family residen-

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tial generator may elect not to use the county garbage or rubbish collection or disposal service by the completion and filing of the form for that purpose with the chancery clerk's office before December 1 of that year. The notice shall also include a statement that any single family residential generator who does not timely file the form shall be assessed any fees levied to cover the cost of the county garbage or rubbish collection or disposal service. The chancery clerk shall maintain a list showing the name and address of each person who has filed a notice of intent not to use the county garbage or rubbish collection or disposal service.

(b) If the homestead property of a person lies partially within the unincorporated service area of a county and partially within the incorporated service area of a municipality and both the municipality and the county provide garbage collection and disposal service to that person, then the person may elect to use either garbage collection and disposal service. The person shall notify the clerk of the governing authority of the local government whose garbage collection and disposal service he elects not to use of his decision not to use such services by certified mail, return receipt requested. The person shall not be liable for any fees or charges from the service he elects not to use.

(6) The board may borrow money for the purposes of defraying the expenses of the system in anticipation of:

- (a) The tax levy authorized under this section;
- (b) Revenues resulting from the assessment of any fees for garbage or rubbish collection or disposal; or
- (c) Any combination thereof.

(7) In addition to the fees or ad valorem millage authorized under this section, a board of supervisors may use monies from any special funds of the county that are not otherwise required by law to be dedicated for use for a particular purpose in order to defray the costs of the county garbage or rubbish collection or disposal system.

SOURCES: Codes, 1942, § 2912.7-02; Laws, 1971, ch. 370, § 2; Laws, 1972, ch. 368, § 1; Laws, 1973, ch. 355, § 1; Laws, 1987, ch. 507, § 14; Laws, 1990, ch. 563, § 1; Laws, 1991, ch. 581, § 28; Laws, 1992, ch. 583 § 13; Laws, 1994, ch. 624, § 4; Laws, 1996, ch. 536, § 1; Laws, 1999, ch. 473, § 1; Laws, 2004, ch. 529, § 1, eff from and after passage (approved May 12, 2004.)

Cross References — Authority of county and municipal governments to enter into joint agreements for the operation and implementation of solid waste management, see § 17-17-31.

Promotion of projects for treatment of solid and hazardous wastes, see §§ 17-17-101 et seq.

Issuance of bonds for establishment of rubbish and garbage disposal systems, see § 19-19-1.