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SECTION 8

OPERATING PLAN

CANTON SANITARY LANDFILL
(Solid Waste Permit No. SW04501B0378)

303 Soldier Colony Road
Canton, Madison County, Mississippi

Prepared for
City of Canton, Mississippi

Rev. 2, September 14, 2025

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1. Facility Operator

Residential waste collection within the City of Canton (City) is performed on a contractual basis and the waste is disposed of at the Canton Sanitary Landfill (Landfill). Commercial and some industrial and institutional wastes are collected by Canton crews and equipment. This waste is disposed of at the Landfill and Class I Rubbish Disposal Facility. Other sources of waste from unincorporated areas in Madison County are disposed of at the Landfill under an inter-local agreement between Canton and Madison County. The remaining industrial and institutional wastes are transported to the Landfill and Class I Rubbish Disposal Facility on an as-needed basis by the individual institution or a private hauling contractor.

Canton maintains control over the collection of revenue and all expenditures related to solid waste management at the Landfill. Canton collects a tipping fee on all incoming waste collected in the service area.

The City of Canton operates the landfill. Operators of the landfill have complied with the operator certification requirements of Section IV. G of the State regulations. Documentation of this compliance is included in Appendix 8-A.

2. Access Control and Site Security

The site is enclosed by security fencing on the western, southern, and eastern portions of the property boundaries. Bear Creek and a wooded buffer area along the northern property boundary serves as security screening. Motorized traffic access is controlled through a single security checkpoint. The checkpoint is manned during all hours that the site is open to receive waste. The site is operated from 7:00 am - 4:00 pm, Monday thru Friday. Site personnel are trained to identify and prohibit unauthorized wastes from entering the Landfill. Signs are located along the single access road leading into the Landfill listing prohibited waste.

3. Anticipated Waste Volumes

In 2020, the Landfill received approximately 216.2 tons of waste per day during a typical 5-day work week. Canton anticipates approximately the same waste volume during the future unless Canton or the surrounding area experiences significant population growth during the next 10-year solid waste permit period or the City signs additional contracts for disposal.

4. Service Area

The service area for the Landfill includes the municipality of Canton and several counties including Copiah County, Madison County, Hinds County, Holmes County, Rankin County, Simpson County, Warren County, and Yazoo County according to the City of Canton Solid Waste Management Plan. The Landfill also accepts processed medical waste from the Stericycle, Inc. facility. This Stericycle, Inc. facility receives medical waste from Mississippi, Alabama, Louisiana,

Arkansas, Texas, and Tennessee.

5. Types of Waste Accepted

The municipal solid waste stream is a mixture of many different types of waste materials. The Landfill is currently permitted to accept residential, institutional, commercial, and industrial non-hazardous solid waste. A previous assessment of the solid waste stream was performed to attempt to characterize the components of the waste stream. The assessment included sampling of the waste stream at the Landfill, consideration of local conditions, discussions and interviews with Landfill attendants and a review of Landfill records. The assessment concluded that the waste stream components, by % weight, includes paper and paperboard products (42%), wood and yard waste (23%), plastics (9%), glass (6%), metals (4%), food waste (4%), large household items (3%), and miscellaneous (9%).

These quantities are comparable with 2009 reported national averages published by the United States Environmental Protection Agency. The quality and the quantity of the future waste stream will be influenced by many factors outside the control of the City. Some of these factors include recycled material markets, population, and economic trends. State and/or federal legislation could affect the waste stream characterization as well, including mandatory recycling laws and the banning of certain types of packaging.

The City of Canton Class I Rubbish Disposal Facility is permitted to receive the following types of waste: natural vegetation, such as tree limbs, stumps and leaves, brick, mortar, concrete, stone, asphalt, construction and demolition debris, and discarded natural wood from furniture making.

6. Solidification of Waste (Removed - Not Used)

7. Prohibited Waste

The Landfill handles primarily solid waste. Containers holding liquid waste will not be placed in the Landfill unless the container is a small container similar in size to that normally found in household waste; the container is designed to hold liquids for use other than storage; or the waste is household waste. Prohibited wastes are as follows:

- Hazardous waste as defined by, and subject to, the Mississippi Hazardous Waste Management Regulations and Subtitle C of the Federal Resource Conservation and Recovery Act;
- Polychlorinated biphenyls (PCB) wastes;
- Liquid wastes as described in Paragraph B.10 of Section IV of the Mississippi Nonhazardous Solid Waste Management Regulations;
- Regulated Asbestos Containing Materials (ACMs);

- Whole waste tires which have not been shredded, chopped, cut or otherwise processed as described in the Mississippi Waste Tire Management Regulations; and
- Other waste which may have an adverse effect on the environment.

The Office of Pollution Control (OPC) may approve the disposal of certain industrial wastes such as containers, fabric, paper wastes, or cut or shredded tires, on a case-by-case basis, depending upon the characteristics of the waste and the operational plan of the site.

8. Operation Sequence, Procedures for Random and Suspicious Loads and Procedures for Obtaining Weight Measurements

Access is controlled through a single security checkpoint. The Landfill is manned at the checkpoint during all hours that the facility is open for business. Incoming waste vehicles will be directed through this gate. The Canton Sanitary Landfill utilizes certified, calibrated scales to measure their waste. Truck scale design and installation comply with the regulations of the Weights and Measures Division of the Mississippi Department of Agriculture and Commerce. The checkpoint guard will inspect the load in order to detect any unacceptable waste on a random basis and to record the volume of waste entering the Landfill. Any unacceptable waste detected will be dealt with as discussed further in this Section.

If the waste is determined acceptable, the vehicle will be directed to the active disposal cell and off-loaded. The wastes are compacted as needed prior to receiving earthen cover. The disposed solid waste will be covered with a minimum of six inches of earthen material at the end of each operating day.

Site personnel are trained to identify and prohibit unauthorized wastes from entering the Landfill. The site is completely enclosed by security fencing and access is controlled through a single security checkpoint. The checkpoint is manned during all hours that the site is open to receive waste. The facility will institute a random inspection to exclude the receipt of hazardous waste, PCB waste, and other unauthorized waste. The random inspection will include the inspection and documentation of a minimum of one load per 20 loads of solid waste entering the Landfill. Regardless of the number of loads received at the Landfill on a given day, at least one load will be visually inspected. Any suspicious load will also be inspected. Open trucks will be visually inspected. Closed trucks will be directed to unload waste in an isolated section of the Landfill to be inspected. The inspector shall complete a form identifying the origin of the load and any pertinent findings of the inspection. If no unacceptable waste is discovered during the inspection the waste shall be mixed with other waste received at the Landfill. If unacceptable waste is discovered, the waste will be removed promptly from the Landfill property. The facility operator shall be notified who in turn will notify the Mississippi Department of Environmental Quality (MDEQ) in the event hazardous waste or PCB waste is discovered.

All information gathered during the inspection shall be recorded on a formal inspection sheet.

Copies will be given to the truck operator and MDEQ. At least one copy will remain at the Landfill Operator's office.

9. Industrial Profiling

"Industrial solid waste" means solid waste generated by manufacturing or industrial processes that is not a hazardous waste regulated under Subtitle C of RCRA. Such waste may include, but is not limited to, waste resulting from the following manufacturing processes: Electric power generation; fertilizer/agricultural chemicals; food and related products/by-products; inorganic chemicals; iron and steel manufacturing; leather and leather products; nonferrous metals manufacturing/foundries; organic chemicals; plastics and resins manufacturing; pulp and paper industry; rubber and miscellaneous plastic products; stone, glass, clay, and concrete products; textile manufacturing; transportation equipment; and water treatment. This term does not include mining waste or oil and gas waste. Industrial/Special Waste Screening shall meet Rule B(1) of the Regulation with the following procedures being used during operations of the landfill:

- Prior to disposal, information of any industrial process waste stream, shall be obtained, to include the following:
 - generator's name and address
 - transporter's name and address
 - name of the waste
 - process generating the waste
 - physical and chemical properties of the waste
 - quantity of waste
 - certification from the generator that the waste is not a regulated hazardous waste under Subtitle C of the Resource Conservation and Recovery Act and the Mississippi Hazardous Waste Management Regulations.
- The information required above shall be provided to MDEQ and shall not be accepted for disposal without MDEQ's determination the industrial waste is non-hazardous. If MDEQ does not object to the disposal of such waste within 14 days of receipt of the information required above, the permittee may assume that the MDEQ has no objections. MDEQ may require the submission of additional information in order to further describe or characterize the waste.
- Random inspections of incoming loads are performed to ensure that incoming loads do not contain regulated hazardous wastes or PCB wastes. MDEQ will be notified immediately when hazardous or PCB waste is discovered.

10. Personnel

The Landfill is manned by a Landfill director, Landfill operations manager, scale weigh master, office manager, and four full-time equipment operators. The Landfill director, Landfill

operations manager, and scale weigh master are in charge of site security.

11. Equipment

The current equipment inventory used to operate the site includes:

- 1-816 Caterpillar Compactor
- 2-D6 Caterpillar Bulldozers
- 1-D6N-Caterpillar Dozer
- 1-928-Caterpillar Front End Loader
- 1-9300-John Deere Tractor
- 2-18 yd³ pan scrapers

In the event of an equipment breakdown, operations can continue without delay by assigning additional responsibilities to functioning equipment. If this plan is not adequate to meet the Landfill's daily needs, rental equipment will be used until the Landfill equipment is brought back into service.

12. Daily, Intermediate, and Final Cover

Waste will be covered in compliance with Section IV, Paragraphs B.2 and E.2.j. and k. of the Regulations.

12.1 Daily Cover

At the end of each operating day, the disposed solid waste will be covered with at least 6 inches of earthen material. The earthen material will be placed and spread, then lightly compacted using appropriate compaction equipment. The 6-inch cover depth will be maintained until either additional waste is added or removed as effectively as possible and placed to the side for re-use at the close of the day or an intermediate or final cover is applied. An alternative daily cover (ADC) system using an automatic tarping machine covering an area of 50 feet by 100 feet, is used at times in lieu of soil coverage during landfill operations as of the landfill depending on the daily needs. The machine is manufactured for attachment to a bulldozer to support rolling out the tarp where daily cover is needed. The tarp is manufactured with some weights to prevent uplift from wind but is anchored with additional weight, such as concrete block or sand bags or similar type weights as needed to prevent uplift at times when stronger wind events are predicted. Weights and the tarp are removed the following day to continue placing waste in the open area or cover with 6 inches of soil to continue the working face in a forward motion. Soil cover is applied at least every 7 days where open areas may exist with use of the tarp. The tarp is replaced when signs of disrepair occur in order to maintain full coverage of waste at all times when the tarp is used.

12.2 Intermediate Cover

Any area not receiving waste within 30 days shall receive an intermediate cover. The intermediate cover shall consist of 12 inches of soil. The earthen material will be placed and then compacted using appropriate compaction equipment. The cover will be maintained to control erosion.

12.3 Final Cover

Upon final completion of waste placement in a particular disposal cell, construction of the final cover layer will begin. A final cover system to minimize infiltration and erosion will be installed with a minimum total thickness of 24 inches. The final cover system will be comprised of an erosion layer underlain by an infiltration layer. The infiltration layer will be comprised of 18 inches of compacted clay underlain with an 8 oz. non-woven geotextile underlain with a 60 mil HDPE or 40 mil LDPE geomembrane on top of a minimum of 12 inches of intermediate cover soil. This infiltration layer will consist of extremely low permeability clays from the Yazoo Formation. Final cover permeabilities of 1×10^{-7} cm/sec or less are required. The final cover material will be applied and compacted, and if necessary, modified and flattened to achieve the necessary slope configuration and to minimize ponding of water.

The erosion layer will consist of 6 inches of topsoil or other organic material that is capable of sustaining native plant growth. The final cover gradient on the Landfill shall be a minimum of 4% and a maximum of 25%. The largest area requiring final cover at any time during the active life of the Landfill is approximately 15 to 20 acres.

The owner must begin closure activities of each MSWLF unit or other landfill no later than 30 days after the date on which the unit receives the known final receipt of wastes or, if the unit has remaining capacity and there is a reasonable likelihood that the unit will receive additional wastes, no later than one year after the most recent receipt of wastes. Extensions beyond the one-year deadline for beginning closure may be granted by MDEQ if the owner demonstrates that the unit has the capacity to receive additional wastes and the owner has taken and will continue to take all steps necessary to prevent threats to human health and the environment from the unclosed unit.

13. Horizontal and Vertical Control

In order to maintain landfilling operations with horizontal and vertical approved limits, it will be necessary to establish control measures. Horizontal control will be established by the use of wire survey flags, flagged wooden stakes, or poly-vinyl chloride (pvc) pipe placed at the limits of waste placement. Compliance with horizontal limits will be checked by line of sight. Vertical control for maintaining a 1 to 4 slope will be monitored by the use of an inclinometer. Compliance with maximum vertical limits will be performed periodically and at least annually. One to four (1 foot vertical to 4 feet horizontal) slopes will include all temporary and final side slopes from the edge of the Landfill to the top of the Landfill. These field survey measures will be completed semi-annually by the Landfill Operator and annually by a Mississippi registered

professional land surveyor.

14. Surface Water Run-On/and Run-Off

Storm water is not allowed to run on or off the existing disposal area. A grass turf has been established on all inactive cells to discourage erosion, encourage soil conservation, and minimize the discharge of solids into the waters of the State. Undisturbed areas of the Landfill have been left in the natural vegetated state to the extent possible. Three storm water retention ponds have been previously designed and constructed to control the storm water run-on/run-off. A fourth pond will be constructed north of the lateral expansion to control runoff from the lateral expansion area.

The storm water retention ponds lie north of the existing and proposed disposal cells of the Landfill. Existing drainage courses drain into the ponds. The ponds are designed to control the runoff from a 25-year, 24-hour storm event from the maximum un-vegetated portion of the tributary area of each pond. The ponds are also designed with the flexibility to release the retained water in periods of dry weather following storms.

A National Pollution Discharge Elimination System (NPDES) permit (MDEQ-NPDES Permit No. MSS058548) has been issued to the City of Canton Sanitary Landfill for the discharge of treated storm water. The NPDES Permit renewal application is being re-applied for in conjunction with the submittal of this solid waste renewal application and includes the new pond information and design calculations for the lateral expansion.

15. Storm Water Separation Design and Operational Plan

Separating stormwater from leachate is accomplished by the cell separation dikes and stormwater diversion dikes. The construction of these dikes is discussed in the construction plan.

Initial filling of a cell begins in the downstream end of the cell. Solid waste is not placed beyond the toe of the stormwater diversion dike. Upstream sub-cell dikes serve to pond stormwater before it comes in contact with solid waste. Water ponded behind the sub-cell dike is pumped over the cell separation dike to the stormwater containment areas.

The stormwater is pumped from the future cell area to the road ditches where it flows by gravity to a sedimentation pond. From time to time the stormwater ponded in the sub-cell is pumped out as well.

In the event that stormwater in an inactive cell comes in contact with solid waste, the stormwater will then be considered as leachate and will be pumped into the leachate collection system or pumped to a tanker truck and transported to the POTW and treated as leachate.

Before solid waste is placed upstream of any stormwater diversion dike, four things must be done

to ready the sub-cell for receipt of waste.

1. The sandbags and plastic sheeting will be removed from the gravel portion of the diversion dike.
2. The leachate pipes will be un-capped and a section HDPE pipe is welded between the two pipe ends separating sub-cells. An alternate to separate pipes is to install a gate valve at the dikes between sub-cells during cell construction to have a continuous leachate pipe through sub-cells.
3. The new sub-cell's leachate collection system is tied to the active collection system or a valve separating sub-cells is opened prior to using the subsequent sub-cell ready to receive waste to continue active use of the leachate collection system.
4. The leachate pipes are then bedded and covered with washed gravel from the dike. **16.**

16. Wet Weather Operations

All weather access roads are provided and designed within the facility to all waste unloading areas. Daily cover may be provided by using the automatic tarping machine during wet weather days.

17. Litter Control

A portable fence shall be employed, if necessary, to confine windblown materials from unloading, spreading, and compaction operations to the smallest area practical. The site operator will collect and return to the active disposal area windblown material as necessary to minimize unhealthy, unsafe or unsightly conditions. Unfortunately, the access road leading to the scales becomes impacted occasionally from litter that falls from disposal transport vehicles that enter the facility. Landfill personnel will monitor the roadsides on a daily basis and remove litter as necessary. This litter will be taken to the active landfill face for disposal.

18. Fire Prevention

Fire prevention procedures will be enforced in order to avoid damages caused by fires. Equipment fires will be prevented by routine inspection and cleaning of machinery. All machinery and equipment will be equipped with a fire extinguisher to be used in case of fire.

All waste loads entering the Landfill will be inspected for the purpose of detecting hot loads. Any discovered hot loads will be directed to a neutral area within the active disposal area, barren of vegetation or other solid waste. The hot load will be dumped, spread, and then sprayed with water to extinguish the fire. The wastewater is then treated as leachate. When a fire is discovered on the Landfill and near or at the surface, it will be extinguished by covering with soil from a nearby soil stockpile. Care will be exercised by the operators not to cross the

burning waste. If the fire is below the surface of the Landfill or considered dangerous to the Landfill employees, the Canton Fire Department will be contacted immediately. The MDEQ will be notified immediately in the event of a fire.

19. Disease Vector Control

Populations of disease vectors shall be minimized through proper compaction and daily covering procedures. Approved pesticides or use of other techniques appropriate for the protection of human health and the environment, shall be employed for vector control when necessary.

20. Dust Control

Every effort will be made to minimize dust problems. Earthwork will be restricted to the inside of the Landfill as much as possible to reduce offsite dust. Grass seeding of intermediate and final cover will be accomplished as soon as possible to minimize dust in those areas. Dust on all access roads will be controlled by using water trucks as necessary.

21. Final Cover Vegetation

Following placement of the final cover, the erosion layer will be disked and prepared for seeding. Seeding will be placed on all disturbed areas. Seed shall be uniform mixtures of the following kinds and properties as illustrated in Table 8-1:

Times of sowing and seed mixture required:

- February 1 to August 1: use Group A only.
- Month of August only: use either Group A or Group B.
- September 1 to December 1: use Group B only.
- December 1 to February 1: use Group C only.

Mulching material will be dry straw, reasonably free from weeds and foreign matter detrimental to plant life. Fertilizer shall be applied at a rate of not less than ten pounds per 1,000 square feet. Mulching shall be applied only in places of steep slope or areas susceptible to erosion. Seeded areas will be watered and maintained until satisfactory grass growth has been established.

Table 8-1 - SEED MIX

KIND	Group A		Group B		Group C	
	% By Weight	Lbs./Acre	% By Weight	Lbs./Acre	% By Weight	Lbs./Acre
Hulled Bermuda	20	17	30	25.5		
Kentucky 31 Fescue	40	34	45	38.25	15	12.75
English Rye	20	17	25	21.25	50	42.5
Lespedeza, Common or Korean	20	17			35	29.75
TOTAL	100	85	100	85	100	85

22. Erosion Control Measures

The sedimentation ponds, referred to as Pond 1, Pond 2, Pond 3 and Pond 4 from west to east, are located north of the disposal areas. They are positioned such that storm water from active and inactive closed cells and soil stockpile areas can be directed to the ponds. The sedimentation ponds have been designed and sized to retain storm water from a rainfall of 24-hour duration and 25-year frequency. These design calculations were submitted in previous solid waste permit applications for the Landfill.

Storm water runoff from soil stockpiles will be mitigated by encircling the soil stockpile area with silt fence. Seeding as described earlier will be initiated on the soil stockpile area within 30 days of soil stockpile completion. Upon completion of final cover on any areas, seeding and mulching will be applied as soon as practical to prevent erosion from beginning. Seeding and mulching applications rates were discussed previously. Inspections of the cover system (daily, intermediate, and final cover) will be completed monthly to mitigate and ensure that erosion of the cover system, final cover benches, and discharge points is minimal.

23. Methane Monitoring Plan

Landfill owners must ensure that the concentration of methane gas generated by the facility does not exceed 25% of the lower explosive limit (LEL) for methane in facility structures and the concentration of methane gas does not exceed the LEL for methane at the facility property boundary. Landfill owners must implement a routine methane monitoring program to ensure that

these standards are met. In compliance with the regulations, eight monitoring are wells are currently installed at the Landfill. An additional 8 methane monitoring wells are proposed to be installed around the lateral expansion area.

Methane monitoring wells were sited during previous solid waste permit cycles for the Landfill. The justification for lateral spacing and vertical well screens can be reviewed within those permit applications and re-applications. These methane monitoring wells are monitored on a quarterly basis by a contract laboratory. The collected data are then submitted to a third party registered professional geologist or engineer licensed to practice in the State of Mississippi. The third party geologist or engineer will review these data and prepare a report that is submitted to the MDEQ. If gas leakage is detected by site personnel, gas monitoring will be completed to identify the source of leakage. Signs of such leakage are adverse effects on vegetation in or around the site. Adverse effects on vegetation include inability to grow vegetation or a change in growth and/or color.

Personnel monitoring the wells will take all safety precautions during actual monitoring. All smoking materials must be extinguished before testing and protective clothing must be worn at all times.

Monitoring methane probes and groundwater wells will be performed by a sensor from an explosion meter. The sensor will be placed in the well pipe and read. All readings and locations will be recorded. If migration signs are detected, readings shall be taken at this location. If the area is not in a final cover area, readings will be made by digging a hole and readings taken in the bottom of the hole. If the area is in a final cover area the readings will be made in any cracks in the area.

Results of all methane monitoring shall be submitted to the MDEQ no later than 60 days following each monitoring periods. If methane gas levels exceeding the 25% LEL are detected, the owner will immediately take all necessary steps to ensure protection of human health and notify MDEQ. The owner will submit to the MDEQ and place in the operating records within seven days of detection, the methane gas levels detected, and a description of the steps taken to protect human health. The owner will also implement a remediation plan for the methane gas releases within 60 days of detection. A copy of this plan will be placed in the operating record. MDEQ will be notified that the plan has been implemented. The plan shall describe the nature and extent of the problems and the proposed remedy.

24. Record Keeping

Records and reports of the landfill will be stored at the Landfill Operators office which is located onsite at the Landfill. The owner will record and retain near the facility in an operating record the following:

- Any location restriction demonstration required under Section III of the regulations.
- Daily record of deliveries of solid waste to the Landfill, including but not limited to, waste

hauler's name, the source of the waste, weight of waste measured at the Landfill, and the waste type.

- Inspection records, training records and procedures, notification procedures, and any other information necessary to demonstrate compliance with Section IV. B. 11 of the regulations.
- Any gas monitoring results, and any remediation plans required by these results as set forth in paragraph B.4 of the regulations.
- Any landfill design documentation for placement of leachate or gas condensate in the landfill as required under paragraph 10.a. (2) of the regulations.
- Any demonstration, certification, finding, monitoring, testing, or laboratory analytical data required by paragraph D of the regulations.
- Closure and post-closure care plans and any monitoring, testing, or laboratory analytical data as required by paragraph E of the regulations.
- Any cost estimates and financial assurance documentation required by paragraph F of the regulations.
- Maintain records of any asbestos accepted for disposal at the Landfill in accordance with NESHAP regulations (if applicable), all as required by State regulations.

Annually, and no later than February 28 of each year, the Canton Sanitary Landfill shall submit a report to the MDEQ to include waste disposal data from the preceding calendar year. The report shall contain the following:

- Aggregate information on the types, amounts, and sources of waste received during the calendar year. Listed types will be divided minimally into residential and non-residential. The sources of waste will list cities and counties individually.
- A contour drawing of the Landfill showing areas filled during the report year and total areas filled.
- Estimated remaining capacity, in terms of volume or tons of waste and years of remaining life.
- An adjusted closure and post-closure cost estimate.
- An audit of the financial assurance document and the end of year value of the financial assurance mechanism.
- A modified financial assurance document, if necessary.

The owner shall submit to the MDEQ a liner construction quality assurance report at least two weeks prior to disposal of solid waste in any new or lateral expansion of existing units. The Landfill will keep on record all documents verifying the certificate of competency and records of continuing education of its Landfill operators.

25. Leachate Collection Design and Operational Plan

Leachate collection will be accomplished through the installation of a sloped disposal cell (composite liner) bottom, A coarse-grained sand leachate collection layer/protective cover, a pea gravel and leachate pipe collection trench and a leachate collection sump with submersible pumps inside large protective pipe. The submersible pump(s) will convey leachate from the cell sump area by way of a control center (PLC) and through a series of valves, a flow meter and data acquisition system and into a leachate force main which will discharge into a dedicated landfill onsite wastewater pump station. This pump station will receive leachate from all the lateral expansion cells and will discharge to the CMU wastewater collection system. This collection system ultimately pumps and drains wastewater to the Beatties Bluff Wastewater Treatment Plant located on the Big Black River in Madison County. A NPDES Pretreatment Permit is being requested by MDEQ and application for said permit is being prepared for submittal by owner in conjunction with the Solid Waste Management Permit application.

After the leachate collection system is installed, static berm(s) will be constructed along the leachate collection trench to isolate the active disposal area from stormwater run-on. In addition, a moving berm will be constructed laterally across the cell to isolate non-contact stormwater upgradient from the leachate collection sump. Leachate collection media (coarse sand) will be placed over the liner to protect the liner and drain leachate from the active disposal areas into the sump. Leachate collection media will also be placed over the remaining liner for protection. Clay will be used to protect the liner on the 3:1 slope. All berms will be covered with UV fabric and terminated at the base of the berm underneath the leachate collection media. As new areas are opened to disposal, berms may be moved and relocated to new areas within the cell or used as daily or interim cover. MSW is expected to be placed in several-ft lifts across each cell starting at the lowest elevations in each cell. Filling and compaction will progress across the cell coming out of the lowest elevations and working upward until interim or final elevations are reached at a maximum of 4:1 slope.

Solid waste filling will begin in the northernmost area of the cell. Predetermined widths and static berms will be constructed to create sub-cell areas which will aid in storm water run-on/run-off leachate segregation. Leachate will be collected in the active fill area and drained to the sump area for temporary storage. When the northern portion is filled, the steps of constructing static berms, the leachate collection media, and the moving berm will be repeated until leachate is collected in all portions of each cell.

The leachate will be temporarily stored until a high water level depth of 30 inches is reached in the sump. When the high water level is reached, the submersible pump will run until there is 18 inches of leachate in the sump. Once the leachate reaches the sump area, it will be pumped to the site wastewater pump station. Each cell pump station will contain two riser pipes and one submersible pump. A spare pump will be on site in case the primary pump malfunctions or requires

maintenance. Each lift station will be equipped with a liquid level sensor to measure low water level (18 inches - pump off), high water level (30 inches - pump on) and alarm water level (> 36 inches). An alarm water level will prompt maintenance to troubleshoot the sump pump system. Leachate will be pumped into a force main that follows the shoulder of the new gravel access road and discharges into a new onsite wastewater pump station dedicated to collecting leachate from the lateral expansion area. This pump station will discharge leachate into the CMU wastewater collection system which will eventually be treated at the CMU Beatties Bluff Wastewater Treatment Plant.

26. Leachate Volume

The Hydrologic Evaluation of Landfill Performance (HELP) computer model (EPA Version 5.0) was used in the design of the lateral expansion leachate collection, storage and conveyance facilities. The results of that modeling effort are included in Section 9 in association with the conceptual design of the proposed lateral expansion.

SECTION 12

FINANCIAL ASSURANCE

CANTON SANITARY LANDFILL
(Solid Waste Permit No. SW04501B0378)

303 Soldier Colony Road
Canton, Madison County, Mississippi

Prepared for
City of Canton, Mississippi

Rev. 3, December 18, 2025

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Appendix 12-A – Closure and Post-Closure Trust

12. FINANCIAL ASSURANCE

12.1 Financial Assurance Mechanism

The City of Canton (Canton) has implemented a financial assurance mechanism to ensure that adequate funds are available for the operation and maintenance of the Canton Sanitary Landfill (Landfill) during the 30-year closure and post-closure period. Currently, Canton maintains an interest bearing trust fund (Trust) with Renasant Wealth Management, manager of the Trust. The current value of the Trust as of December 31, 2023, is \$793,402.90. Documentation of the current value of the Trust is included as Appendix 12-A. The value of the account over the last three years has averaged around \$785,000. The account is underfunded for both closure and post closure of the existing cells.

12.2 Closure Costs

Existing Cells 1, 2, 3, 3A and 3B no longer have any remaining airspace and are ready for placing the final cover system as closure to that area. Based on the 2024 Annual Report, Cell 2A has approximately 1 year of airspace remaining. The estimated construction cost to close Cell 1 at approximately 6.41 acres is \$839,400. For Cells 2A, 2, 3, 3A and 3B, approximately 29.13 acres will need to be closed at an estimated construction cost of \$3,546,600, for a total estimated construction cost of \$4,386,000 to close 35.54 acres. The time to secure a final approved closure plan and complete construction is estimated to take 18 months. The Owner intends to finance all construction and engineering costs associated with closing the existing landfill. Page 1 of Table 12-1 includes estimated costs associated with the closure.

The estimated cost for closure of 15 acres of the lateral expansion is included in \$2,354,500. Page 2 of Table 12-1 provides a breakdown of this cost to include an estimated yearly pay in amount with an annual cost of living increase of 3.0% over the 10 year period required to establish a closure fund. The City intends to use one or a combination of funding mechanisms allowed under Rule 1.4.F(4) of the MS Nonhazardous Solid Waste Management Regulations.

12.3 Post-Closure Costs

Post-closure costs for maintaining Existing Cells 1, 2, 3, 3A and 3B is estimated at \$1,098,000 over a 30 year period. The City of Canton intends to increase the amount of the existing Trust included in Appendix 12-A to the current estimated Post-closure cost to cover the required maintenance period going forward. A review of the amount of funds in place will be performed annually to make any additional pay in of funds needed to cover inflation. Page 1 of Table 12-2 includes estimated costs associated with the post closure activities.

Post-closure costs for the lateral expansion is estimated at \$2,156,000. Page 2 of Table 12-2 includes estimated costs for site maintenance, groundwater sampling, laboratory analysis and reporting, and methane monitoring and reporting using an inflation rate of 3.0% over a 30 year period.

APPENDIX 12-A
CITY OF CANTON MS TRUST FBO MDEQ

LATERAL EXPANSION PERMIT APPLICATION
CANTON SANITARY LANDFILL
(Solid Waste Permit No. SW04501B0378)

Rev. 3, December 18, 2025

TRUST AGREEMENT

The "Agreement." entered into as of December 14, 2009, by and between City of Canton, a Mississippi Municipality, and the Merchants and Farmers Bank, a banking institution - incorporated in the State of Mississippi. (the "Trustee").

WITNESSETH:

Whereas, the **Mississippi** Department of Environmental Quality, (**MDEQ**), an agency of the **Mississippi** Government, has established certain regulations applicable to the Grantor, requiring that an owner or operator of a **non-hazardous** waste management facility shall provide assurance that funds will be available when needed for closure and/or post-closure care of the facility.

Whereas, the Grantor has elected to establish a trust to provide all of such financial assurance for the facilities identified herein.

Whereas, the Grantor, acting through its duly authorized Mayor and Board of Aldermen, has selected the Trustee to be the trustee under this agreement, and the Trustee is willing to act as trustee.

Now, Therefore, the Grantor and the Trustee agree as follows:

Section 1. Definitions. As used in this Agreement:

(a) The term "Grantor" means the owner or operator who enters into this Agreement and any successors or assigns of the Grantor.

(b) The term "Trustee" means the Trustee who enters into this Agreement and any successor Trustee.

(c) The term "Beneficiary" means the Mississippi Department of Environmental Quality.

Section 2. Identification of Facilities and Cost Estimates. This Agreement pertains to the facilities and cost estimates identified on attached Schedule A.

Section 3. Establishment of Fund. The Grantor and the Trustee hereby establish a trust fund, the "Fund." for the benefit of **MDEQ**. The Grantor and the Trustee intend that no third party have access to the Fund except as herein provided. The Fund is established initially as consisting of the property, which is acceptable to the Trustee, described in **Schedule B** attached hereto. Such property and any other property subsequently transferred to the Trustee is referred to as the Fund, together with all earnings and profits thereon, less any payments or distributions made by the Trustee pursuant to this *Agreement*. The Fund shall be held by the Trustee, IN TRUST, as hereinafter provided. The Trustee shall not be

responsible nor shall it undertake any responsibility for the amount or adequacy of, nor any duty to collect from the Grantor, any payments necessary to discharge any liabilities of the Grantor established by MDEQ.

Section 4. Payment for Closure and/or Post-Closure Care. The Trustee shall make payments from the Fund as the MDEQ shall direct, in writing, to provide for the payment of the costs of closure and/or post-closure care of the facilities covered by this Agreement. The Trustee shall reimburse the Grantor or other persons as specified by the MDEQ or from the Fund for closure and post-closure expenditures in such amounts as the MDEQ shall direct in writing. In addition, the Trustee shall refund to the Grantor such amounts as the MDEQ specifies in writing. Upon refund, such funds shall no longer constitute part of the Fund as defined herein.

Section 5. Payments Comprising the Fund. Payments made to the Trustee for the Fund shall consist of cash or securities acceptable to the Trustee.

Section 6. Trustee Management. The Trustee shall invest and reinvest the principal and income of the Fund and keep the Fund invested as a single fund, without distinction between principal and income, in accordance with general investment policies and guidelines which the Grantor may communicate in writing to the Trustee from time to time subject, however, to the provisions of this section. In investing, reinvesting, exchanging, selling, and managing the Fund, the Trustee shall discharge his duties with respect to the trust fund solely in the interest of the beneficiary and with the care, skill, prudence, and diligence under the circumstances then prevailing which persons of prudence, acting in a like capacity and familiar with such matters, would use in the conduct of an enterprise of a like character and with like aims; *except that:*

(i) Securities or other obligations of the Grantor, or any other owner or operator of the facilities, or any of their affiliates as defined in the Investment Company Act of 1940, as amended, 15 U.S.C. 80a-2.(a). shall not be acquired or held, unless they are securities or other obligations of the Federal or a State government;

(ii) The Trustee is authorized to invest the Fund in time or demand deposits of the Trustee, to the extent insured by an agency of the Federal or State government; and

(iii) The Trustee is authorized to hold cash awaiting investment or distribution uninvested for a reasonable time and without liability for the payment of interest thereon.

Section 7. Commingling and Investment. The Trustee is expressly authorized in its discretion:

(a) To transfer from time to time any or all of the assets of the Fund to any common, commingled, or collective trust fund created by the Trustee in which the Fund is eligible to participate, subject to all of the provisions thereof, to be commingled with the assets of other trusts participating therein; and (b) To purchase shares in any investment company registered under the Investment Company Act of 1940, 15 U.S.C. 80a-1 et seq., including one which may be created, managed, underwritten, or to which *investment* advice is rendered or the shares of which are sold by the Trustee. The Trustee may vote such shares in its discretion.

Section 8. Express Powers of Trustee. Without in any way limiting the powers and discretions conferred upon the Trustee by the other provisions of this Agreement or by law, the Trustee is expressly authorized and empowered:

a) To sell, exchange, convey, transfer or otherwise dispose of any property held by it, by public or private sale. No person dealing with the Trustee shall be bound to see to the application of the purchase money or to inquire into the validity or expediency of any such sale or other disposition:

b) To make, execute, acknowledge, and deliver any and all documents of transfer and conveyance and any and all other instruments that may be necessary or appropriate to carry out the powers herein granted:

c) To register any securities held in the Fund in its own name or in the name of a nominee and to hold any security in bearer form or in book entry, or to combine certificates representing such securities with certificates of the same issue held by the Trustee in other fiduciary capacities, or to deposit or arrange for the deposit of such securities in a qualified central depository even though, when so deposited, such securities may be merged and held in bulk in the name of the nominee of such depository with other securities deposited therein by another person, or to deposit or arrange for the deposit of any securities issued by the Government, or any agency or instrumentality thereof, with a Federal Reserve bank, but the books and records of the Trustee shall at all times show that all such securities are part of the Fund:

d) To deposit any cash in the Fund in interest-bearing accounts maintained or savings certificates issued by the Trustee, in its separate corporate capacity, or in any other banking institution affiliated with the Trustee, to the extent insured by an agency of the Federal or State government; and

e) To compromise or otherwise adjust all claims in favor of or against the Fund.

Section 9. Taxes and Expenses. All taxes of any kind that may be assessed or levied against or in respect of the Fund and all brokerage commissions incurred by the Fund shall be paid from the Fund. All other expenses incurred by the Trustee in connection with the administration of this Trust, including fees for legal services rendered to the Trustee, the compensation of the Trustee to the extent not paid directly by the Grantor, and all other proper charges and disbursements of the Trustee shall be paid from the Fund.

Section 10. Annual Valuation. The Trustee shall annually, at least 30 days prior to the anniversary date of establishment of the Fund, furnish to the Grantor and to the appropriate MDEQ a statement confirming the value of the Trust. Any securities in the Fund shall be valued at market value as of no more than 60 days prior to the anniversary date of establishment of the Fund. The failure of the Grantor to object in writing to the Trustee within 90 days after the statement has been furnished to the Grantor and the MDEQ shall constitute a conclusively binding assent by the Grantor, barring the Grantor from asserting any claim or liability against the Trustee with respect to matters disclosed in the statement.

Section 11. Advice of Counsel. The Trustee may from time to time consult with counsel, who may be counsel to the Grantor, with respect to any question arising as to the construction of this Agreement or any action to be taken hereunder. The Trustee shall be fully protected, to the extent permitted by law, in acting upon the advice of counsel.

Section 12. Trustee Compensation. The Trustee shall be entitled to reasonable compensation for its services as agreed upon in writing from time to time with the Grantor.

Section 13, Successor Trustee. The Trustee may resign or the Grantor may replace the Trustee, but, such resignation or replacement shall not be effective until the Grantor has appointed a successor trustee and this successor accepts the appointment. The successor trustee shall have the same powers and duties as those conferred upon the Trustee hereunder. Upon the successor trustee's acceptance of the appointment, the Trustee shall assign, transfer, and pay over to the successor trustee the funds and properties then constituting the Fund. If for any reason the Grantor cannot or does not act in the event of the resignation of the Trustee, the Trustee may apply to a court of competent jurisdiction for the appointment, of a successor trustee or for instructions. The successor trustee shall specify the date on which it assumes administration of the trust in writing sent to the Grantor, the **MDEQ**, and the present Trustee by certified mail 10 days before such change becomes effective. Any expenses incurred by the Trustee as a result of any of the acts contemplated by this Section shall be paid as provided in Section 9.

Section 14. Instructions to the Trustee. All orders, requests, and instructions by the Grantor to the Trustee shall be in writing, signed by such persons as are designated in the attached Exhibit A or such other designees as the Grantor may designate by amendment, to Exhibit A. The Trustee shall be fully protected in acting without inquiry in accordance with the Grantor's orders, requests, and instructions. All orders, requests, and instructions by the **MDEQ** to the Trustee shall be in writing, signed by **MDEQ** in which the facilities are located, or their designees, and the Trustee shall act and shall be fully protected in acting in accordance with such orders, requests, and instructions. The Trustee shall have the right to assume, in the absence of written notice to the contrary, that no event constituting a change or a termination of the authority of any person to act on behalf of the Grantor or **MDEQ** hereunder has occurred. The Trustee shall have no duty to act in the absence of such orders, requests, and instructions from the Grantor and; or **MDEQ**, except as provided for herein.

Section 15. Notice of Nonpayment. The Trustee shall notify the Grantor and the appropriate , **MDEQ** by certified mail within 10 days following the expiration of the 30-day period after the anniversary of the establishment of the, Trust, if no payment is received from the Grantor during that period. After the pay-in period is completed, the Trustee shall not be required to send a notice of nonpayment. Notices are to be sent to:

Valerie Smith, City Clerk
City of Canton
Post Office Box 1605
Canton, MS 39046

Barbara M. Blackmon, Esq.
Blackmon & Blackmon, PLLC
P. O. Drawer 105
Canton, MS 39046

Gary E. Morgan
Senior Vice President/Senior Trust Officer
Merchants & Farmers Bank
P. O. Box 520
Kosciusko, MS 39090

Mississippi Department of Environmental
Quality (MDEQ)
Solid Waste and Mining Branch
P. O. Box 2261
Jackson, MS 39225-2261

Section 16. Amendment of Agreement. This Agreement may be amended by an instrument in writing executed by the Grantor, the Trustee, and the appropriate MDEQ, or by the Trustee and the appropriate MDEQ if the Grantor ceases to exist.

Section 17. Irrevocability and Termination. Subject, to the right of the parties to amend this Agreement as provided in Section 18, this Trust shall be irrevocable and shall continue until terminated at the written agreement of the Grantor, the Trustee, and the MDEQ, or by the Trustee and the MDEQ, if the Grantor ceases to exist. Upon termination of the Trust, all remaining trust property, less final trust administration expenses, shall be delivered to the Grantor.

Section 18. Immunity and Indemnification. The Trustee shall not incur personal liability of any nature in connection with any act or omission, made in good faith, in the administration of this Trust, or in carrying out any directions by the Grantor or the MDEQ issued in accordance with this Agreement. The Trustee shall be indemnified and saved harmless by the Grantor or from the Trust Fund, or both, from and against any personal liability to which the Trustee may be subjected by reason of any act or conduct in its official capacity, including all expenses reasonably incurred in its defense, in the event the Grantor fails to provide such defense.

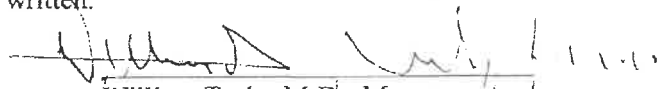
Section 19. Choice of Law. This Agreement shall be administered, construed, and enforced according to the laws of the State of Mississippi.

Section 20. Interpretation. As used in this Agreement, words in the singular include the plural and words in the plural include the singular. The descriptive headings for each Section of this Agreement shall not affect the interpretation or the legal efficacy of this Agreement.

In Witness Whereof the parties have caused this Agreement to be executed by the Mayor and officer of the Trustee duly authorized and the parties below certify that the wording of this Agreement is identical to the wording specified in 40 CFR 264.157(a) (1) as such regulations were constituted on the date first above written.

ATTEST:

Valerie Smith, City Clerk


William Truly, M.D., Mayor

SCHEDULE A

CITY OF CANTON SANITARY LANDFILL 2008 ANNUAL REPORT CLOSURE/POST-CLOSURE COST ESTIMATE

CLOSURE-POST CLOSURE PHASE	
Final Cover (2 Feet of Fill over 15 Acres = 48,400 CY @ \$1.00	\$48,400
Erosion Control (33,880 SY @ \$0.25/SY)	8,470
Construction Management (Lump Sum)	8,000
Groundwater Monitoring (Present Value of \$20,000 Per Year Over 125 Years @ 8%; 5 Wells)	249,983
Site Maintenance (Present Value of \$7,200 Per Year Over 30 Years @ 8%)	89,995
Subtotal	\$404,858
Contingency (10%)	40,485
Total Closure-Post Closure Costs	\$445,333

CITY OF CANTON
226 EAST PEACE
CANTON, MS 39046

PERMIT #SW04501B0378

SCHEDULE B

The deposits in the two accounts presently total six hundred fifty-three thousand and one hundred twelve dollars (\$653,112.00).

Exhibit "A"

Persons designated to sign orders, requests and instructions by the Grantor or their successors in office:

William Truly, M.D. Mayor
City of Canton
Post Office Box 1605
Canton, MS 39046

Must be attested by:

Valerie Smith, City Clerk
City of Canton
Post Office Box 1605
Canton, MS 39046

Renasant Wealth Management
 Attn: Trust 2nd Floor
 209 Troy Street
 Tupelo, MS 38804

**CITY OF CANTON MS TRUST FBO MISSISSIPPI
 DEPARTMENT OF ENVIRONMENTAL QUALITY**

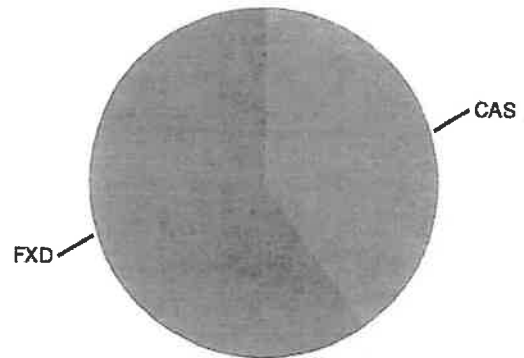


*****AUTO**ALL FOR AADC 390
 CANTON MISSISSIPPI CITY CLERK
 DEBRA BROWN
 PO BOX 1605
 CANTON MS 39046-1605

Account: 430212019
 Report Period: From 10/1/2023 To 12/31/2023
 Administrator: Laura McCurry
 Phone: 205-327-4278

Portfolio Summary

	Market Value	% Portfolio	Est. Income
Cash & Equivalents (CAS)	\$318,527.47	40.15%	\$11,647.51
Fixed Income (FXD)	\$474,875.43	59.85%	\$5,562.50
Total Assets	\$793,402.90	100.00%	\$17,210.01
Total Account Balance	\$793,402.90	100.00%	\$17,210.01



Activity Summary

	Current Period	Year To Date
Beginning Market Value	\$0.00	\$0.00
Receipts		
Interest Income	\$4,598.36	\$4,598.36
Total Receipts	\$4,598.36	\$4,598.36
Disbursements		
Institution Fees	(\$292.81)	(\$292.81)
Total Disbursements	(\$292.81)	(\$292.81)
Adjustment		
Other	\$569,396.42	\$569,396.42
Total Adjustment	\$569,396.42	\$569,396.42
Change in Market Value	\$219,700.93	\$219,700.93
Ending Market Value	\$793,402.90	\$793,402.90

CITY OF CANTON MS TRUST FBO MISSISSIPPI
DEPARTMENT OF ENVIRONMENTAL QUALITY



Gains and Losses Summary

	Current Period	Year To Date
Realized Gain/(Loss) - Long Term	\$0.00	\$0.00
Realized Gain/(Loss) - Short Term	\$0.00	\$0.00
Total Realized Gain/(Loss)	\$0.00	\$0.00

Asset Statement

Units	Description	Cost Basis	Unit Price	Market Value	% of Acct	Unrealized Gain/Loss	Estimated Annual Income	Yld At Mkt
Cash & Equivalents								
Cash								
	Principal Cash	\$0.00		\$0.00				
	Income Cash	\$0.00		\$0.00				
	Total Cash	\$0.00		\$0.00	0.00			
Certificates of Deposit-Own Inst.								
50,000.00	RENASANT CDARS CD PROGRAM CD #1028135277 5.33% DTD 11/23/2023 DUE 11/21/2024	\$50,000.00						
50,000.00	RENASANT CDARS CD PROGRAM CD #1028135366 5.38% DTD 11/23/2023 DUE 05/23/2024	\$50,000.00						
	TOTAL Certificates of Deposit-Own Inst.	\$100,000.00						0.00
Renasant Money Market								
77,282.41	RENASANT TRUST MDA - PRINCIPAL	\$77,282.41	\$1.00	\$77,282.41	9.74	\$0.00	\$4,119.15	5.33
141,245.06	RENASANT TRUST MDA - INCOME	\$141,245.06	\$1.00	\$141,245.06	17.80	\$0.00	\$7,528.36	5.33
	TOTAL Renasant Money Market	\$218,527.47		\$218,527.47	27.54	\$0.00	\$11,647.51	5.33
	TOTAL Cash & Equivalents	\$318,527.47		\$218,527.47	27.54	\$0.00	\$11,647.51	5.33
Fixed Income								
U.S. Treasury Notes & Bonds								
50,000	US TREASURY NOTE 0.125% DTD 01/15/2021 DUE 01/15/2024	\$49,905.00	\$99.82	\$49,908.06	6.29	\$3.06	\$82.50	0.13
50,000	US TREASURY NOTE 2.25% DTD 01/31/2017 DUE 01/31/2024	\$49,980.47	\$99.75	\$49,875.58	6.29	(\$104.89)	\$1,125.00	2.26

CITY OF CANTON MS TRUST FBO MISSISSIPPI
DEPARTMENT OF ENVIRONMENTAL QUALITY



Asset Statement

Units	Description	Cost Basis	Unit Price	Market Value	% of Acct	Unrealized Gain/Loss	Estimated Annual Income	Yld At Mkt
50,000	US TREASURY NOTE 0.375% DTD 04/15/2021 DUE 04/15/2024	\$50,030.98	\$98.63	\$49,312.50	6.22	(\$718.46)	\$187.50	0.38
50,000	US TREASURY NOTE 1.75% DTD 12/31/2019 DUE 12/31/2024	\$51,132.83	\$97.05	\$48,527.34	6.12	(\$2,605.49)	\$875.00	1.80
50,000	US TREASURY NOTE 2.00% DTD 02/15/2015 DUE 02/15/2025	\$50,202.74	\$97.07	\$48,533.20	6.12	(\$1,669.54)	\$1,000.00	2.06
50,000	US TREASURY NOTE 0.25% DTD 10/31/2020 DUE 10/31/2025	\$49,755.00	\$92.91	\$46,455.08	5.88	(\$3,299.92)	\$125.00	0.27
50,000	US TREASURY NOTE 1.625% DTD 05/15/2016 DUE 05/15/2026	\$49,554.89	\$94.39	\$47,193.36	5.95	(\$2,361.53)	\$812.50	1.72
50,000	US TREASURY NOTE 1.75% DTD 12/31/2019 DUE 12/31/2026	\$52,101.91	\$93.74	\$46,869.14	5.91	(\$5,232.77)	\$875.00	1.87
50,000	US TREASURY NOTE 0.50% DTD 08/31/2020 DUE 08/31/2027	\$49,492.50	\$88.42	\$44,210.94	5.57	(\$5,281.56)	\$250.00	0.57
50,000	US TREASURY NOTE 0.50% DTD 10/31/2020 DUE 10/31/2027	\$49,375.50	\$87.98	\$43,980.23	5.54	(\$5,385.27)	\$250.00	0.57
TOTAL U.S. Treasury Notes & Bonds		\$501,531.80		\$474,875.43	59.85	(\$26,656.17)	\$5,562.50	1.17
TOTAL Fixed Income		\$501,531.80		\$474,875.43	59.85	(\$26,656.17)	\$5,562.50	1.17
GRAND TOTAL ASSETS		\$820,059.07		\$693,402.90	87.40	(\$26,656.17)	\$17,210.01	2.48

Transaction Statement

Date	Description	Units / Price	Income Cash	Principal Cash	Cost Basis
Beginning Balances			\$0.00	\$0.00	\$0.00
Receipts:					
Interest Income					
12/5/2023	INTEREST OWN BANK RENASANT TRUST MDA		\$514.84	\$0.00	\$0.00
12/15/2023	INTEREST OTHER BANK RENASANT CDARS CD PROGRAM CD #1026585585 4.58% DTD 12/14/2022 DUE 12/14/2023		\$2,336.52	\$0.00	\$0.00

CITY OF CANTON MS TRUST FBO MISSISSIPPI
DEPARTMENT OF ENVIRONMENTAL QUALITY



Transaction Statement

Date	Description	Units / Price	Income Cash	Principal Cash	Cost Basis
12/21/2023	INTEREST OTHER BANK RENASANT CDARS CD PROGRAM CD #1027389852 5.32% DTD 06/21/2023 DUE 12/21/2023 CDARS INTEREST TO 12/21/2023		\$1,747.20	\$0.00	\$0.00
Total Interest Income			\$4,598.36	\$0.00	\$0.00
Disbursements					
Institution Fees					
12/29/2023	FEE PAYMENT Automatic fee collection for account 430212019 for Period Ending 12/29/2023.		\$0.00	(\$292.81)	\$0.00
Total Institution Fees Collected from Account			\$0.00	(\$292.81)	\$0.00
Investment Activity					
12/14/2023	ASSET MATURED RENASANT CDARS CD PROGRAM CD #1026585585 4.58% DTD 12/14/2022 DUE 12/14/2023	(50,000)	\$0.00	\$50,000.00	(\$50,000.00)
	Acquired	Disposed	Term	Fed Gain/Loss	
	12/14/2022	12/14/2023	Short	\$0.00	
12/21/2023	ASSET MATURED RENASANT CDARS CD PROGRAM CD #1027389852 5.32% DTD 06/21/2023 DUE 12/21/2023	(65,000)	\$0.00	\$65,000.00	(\$65,000.00)
	Acquired	Disposed	Term	Fed Gain/Loss	
	12/21/2023	12/21/2023	Short	\$0.00	
Sweep Sales (2) 10/1/2023 to 12/31/2023		(99,514.73)	\$0.00	\$99,514.73	(\$99,514.73)
Sweep Purchases (7) 10/1/2023 to 12/31/2023		218,820.28	(\$141,245.06)	(\$77,575.22)	\$218,820.28
Total Investment Activity		4,305.55	(\$141,245.06)	\$138,939.51	\$4,305.55
Ending Balances			\$0.00	\$0.00	\$820,059.07

THERE MAY BE A DELAY IN THE DELIVERY TO YOU OF IRS FORM 1099-INT/DIV/B FOR 2023. INVESTMENT COMPANIES HAVE THE ABILITY TO APPLY FOR THE 1099 EXTENSION WITH THE IRS AND MAY NOT SUPPLY 1099 INFORMATION TO US BY JANUARY 31, 2024. WE WILL PROCESS THE 1099 DATA AS SOON AS WE RECEIVE IT. THE CHARGE FOR TAX FORM PREPARATION FOR 2023 WILL BE: \$175 ON INVESTMENT AGENCY, CUSTODY, AND ESCROW ACCOUNTS AND \$50 ON INDIVIDUAL RETIREMENT ACCOUNTS (IRAS).

Table 12-1

OPINION OF PROBABLE COST

CITY OF CANTON
CLOSURE OF CELLS 1 TO 3B
12/18/2025

		Est. Qty.	Unit	Unit Price	Total Price
1.0	GENERAL ITEMS				
1.1	HDPE Geomembrane	172,100	S.Y.	\$ 12.00	\$ 2,065,200.00
1.2	18" Compacted Soil Barrier	172,100	S.Y.	\$ 4.00	\$ 688,400.00
1.3	6" Top Soil	172,100	S.Y.	\$ 1.00	\$ 172,100.00
1.4	15" CPP	5,100	L.F.	\$ 94.00	\$ 479,400.00
1.5	15" Endwall with Baffles	36	EA.	\$ 5,100.00	\$ 183,600.00
1.6	Vegetation	36	ACRE	\$ 5,800.00	\$ 208,800.00
1.7	Ditch Liner	14,900	S.Y.	\$ 1.00	\$ 14,900.00
1.8	Drop Inlets	36	EA.	\$ 4,100.00	\$ 147,600.00
1.9	LF Passive Gas System	1	Lump Sum	Lump Sum	\$ 426,000.00
	TOTAL COST				\$ 4,386,000.00

Engineer's opinions of probable construction cost provided herein are made on the basis of Engineer's experience, qualifications, general familiarity with the construction industry, and the level of information available to Engineer at the time this opinion of construction cost is provided. However, because Engineer has no control over the cost of labor, materials, equipment, services furnished by others, contractors' methods of determining prices, competitive bidding or market conditions, Engineer cannot and does not guarantee or warrant that proposals, bids or actual construction cost will not vary from this opinion of probable construction cost.

Table 12-1

OPINION OF PROBABLE COST

CITY OF CANTON
CLOSURE COST - LATERAL EXPANSION
12/18/2025

		Est. Qty.	Unit	Unit Price	Total Price
1.0	GENERAL ITEMS				
1.1	HDPE Geomembrane	72,600	S.Y.	\$ 12.00	\$ 871,200.00
1.2	18" Compacted Soil Barrier	72,600	S.Y.	\$ 4.00	\$ 290,400.00
1.3	6" Top Soil	72,600	S.Y.	\$ 1.00	\$ 72,600.00
1.4	15" CPP	3,100	L.F.	\$ 94.00	\$ 291,400.00
1.5	15" Endwall with Baffles	15	EA.	\$ 5,100.00	\$ 76,500.00
1.6	Vegetation	15	ACRE	\$ 5,800.00	\$ 87,000.00
1.7	Ditch Liner	14,900	S.Y.	\$ 1.00	\$ 14,900.00
1.8	Drop Inlets	15	EA.	\$ 4,100.00	\$ 61,500.00
1.9	LF Gas System	1	Lump Sum	Lump Sum	\$ 262,000.00
	TOTAL CONSTRUCTION COST				\$ 2,027,500.00
	CONTINGENCIES				\$ 102,000.00
	DESIGN AND CONSTRUCTION ENGINEERING				\$ 225,000.00
	TOTAL CLOSURE COST				\$ 2,354,500.00

Engineer's opinions of probable construction cost provided herein are made on the basis of Engineer's experience, qualifications, general familiarity with the construction industry, and the level of information available to Engineer at the time this opinion of construction cost is provided. However, because Engineer has no control over the cost of labor, materials, equipment, services furnished by others, contractors' methods of determining prices, competitive bidding or market conditions, Engineer cannot and does not guarantee or warrant that proposals, bids or actual construction cost will not vary from this opinion of probable construction cost.

Table 12-1

City of Canton Landfill
Closure Fund - Lateral Expansion
12/18/2025

Closure Fund

Pay In Period Allowed (Years)	10
Est. Closure	\$ 2,354,500.00
Trust Value	\$ -
Interest Rate on Fund	1.00%
Inflation Rate	3.00%

Cal. Yr.	Inflated Value	Fund Value	Mandatory Payment	Interest Earnings	Total Value
Funds	(Start of Year)	(Start of Year)	(Start of Year)		(End of Year)
1	\$ 2,354,500.00	\$ -	\$ 235,450.00	\$ 2,354.50	\$ 237,804.50
2	\$ 2,425,135.00	\$ 237,804.50	\$ 243,036.72	\$ 4,808.41	\$ 485,649.63
3	\$ 2,497,889.05	\$ 485,649.63	\$ 251,529.93	\$ 7,371.80	\$ 744,551.36
4	\$ 2,572,825.72	\$ 744,551.36	\$ 261,182.05	\$ 10,057.33	\$ 1,015,790.74
5	\$ 2,650,010.49	\$ 1,015,790.74	\$ 272,369.96	\$ 12,881.61	\$ 1,301,042.31
6	\$ 2,729,510.81	\$ 1,301,042.31	\$ 285,693.70	\$ 15,867.36	\$ 1,602,603.37
7	\$ 2,811,396.13	\$ 1,602,603.37	\$ 302,198.19	\$ 19,048.02	\$ 1,923,849.57
8	\$ 2,895,738.02	\$ 1,923,849.57	\$ 323,962.81	\$ 22,478.12	\$ 2,270,290.51
9	\$ 2,982,610.16	\$ 2,270,290.51	\$ 356,159.82	\$ 26,264.50	\$ 2,652,714.84
10	\$ 3,072,088.46	\$ 2,652,714.84	\$ 419,373.62	\$ 30,720.88	\$ 3,102,809.35

Note: The above projection shall be analyzed annually to make adjustments as needed with fluctuating interest and inflation rates.

Table 12-2

OPINION OF PROBABLE COST

CITY OF CANTON
POST CLOSURE - CELLS 1-3B
12/18/2025

		Unit Price	Unit	Area	Years	Total Price
1.0	GENERAL ITEMS					
1.1	Site Maintenance - Mowing	\$ 20.00	Acre	72	30	\$ 43,200.00
1.2	Site Maintenance - Fertilizer	\$ 10.00	Acre	36	30	\$ 10,800.00
1.3	Site Maintenance - Vegetation Reestablishment	\$ 900.00	Acre	36	30	\$ 972,000.00
1.4	Site Maintenance - Final Cover and LF Gas System Repairs	\$ 2,400.00	Ea.	N/A	30	\$ 72,000.00
	TOTAL COST					\$ 1,098,000.00

Engineer's opinions of probable construction cost provided herein are made on the basis of Engineer's experience, qualifications, general familiarity with the construction industry, and the level of information available to Engineer at the time this opinion of construction cost is provided. However, because Engineer has no control over the cost of labor, materials, equipment, services furnished by others, contractors' methods of determining prices, competitive bidding or market conditions, Engineer cannot and does not guarantee or warrant that proposals, bids or actual construction cost will not vary from this opinion of probable construction cost.

Table 12-2

OPINION OF PROBABLE COST

CITY OF CANTON
POST CLOSURE - LATERAL EXPANSION
12/18/2025

		Unit Price	Unit	Area	Years	Total Price
1.0	GENERAL ITEMS					
1.1	Site Maintenance - Mowing	\$ 20.00	Acre	30	30	\$ 18,000.00
1.2	Site Maintenance - Fertilizer and Reseeding	\$ 20.00	Acre	30	30	\$ 18,000.00
1.3	Site Maintenance - Vegetation Reestablishment	\$ 900.00	Acre	15	30	\$ 405,000.00
1.4	Site Maintenance - Final Cover and LF Gas System Repairs	\$ 1,500.00	Acre	15	30	\$ 675,000.00
1.5	Groundwater Monitoring	\$ 18,000.00	Year	N/A	30	\$ 540,000.00
1.6	LF Gas Monitoring	\$ 5,000.00	Year	N/A	30	\$ 150,000.00
1.7	Annual Reporting	\$ 5,000.00	Year	N/A	30	\$ 150,000.00
1.8	Contingencies	\$ 6,667.00	Year	N/A	30	\$ 200,000.00
TOTAL POST CLOSURE COST						\$ 2,156,000.00

Engineer's opinions of probable construction cost provided herein are made on the basis of Engineer's experience, qualifications, general familiarity with the construction industry, and the level of information available to Engineer at the time this opinion of construction cost is provided. However, because Engineer has no control over the cost of labor, materials, equipment, services furnished by others, contractors' methods of determining prices, competitive bidding or market conditions, Engineer cannot and does not guarantee or warrant that proposals, bids or actual construction cost will not vary from this opinion of probable construction cost.

Table 12-2

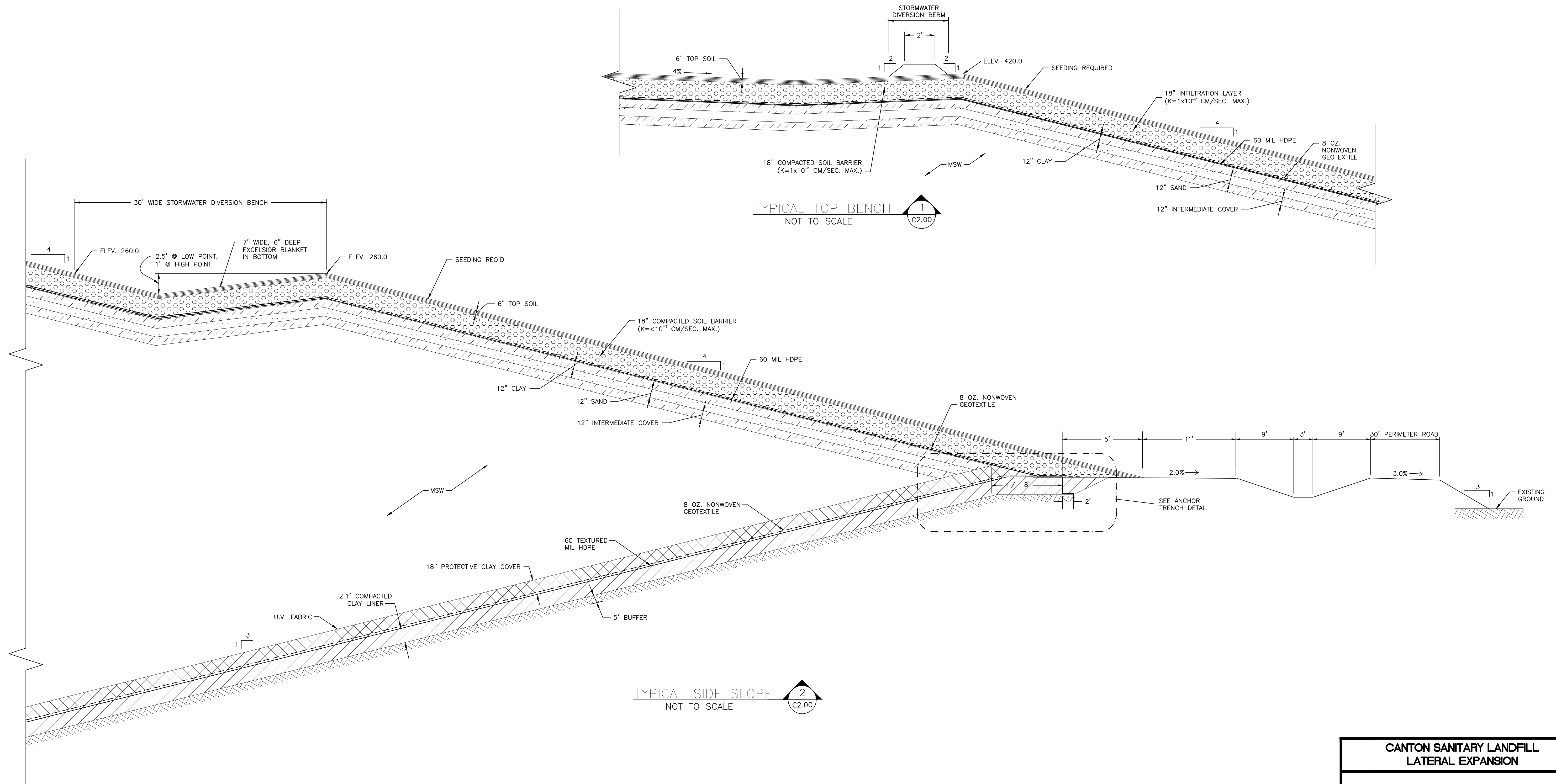
City of Canton Landfill
Post Closure Fund - Lateral Expansion
12/18/2025

Post Closure Fund

Pay In Period Allowed (Years)	10
Est. Closure	\$ 2,156,000.00
Trust Value	\$ -
Interest Rate on Fund	1.00%
Inflation Rate	3.00%

Cal. Yr.	Inflated Value	Fund Value	Mandatory Payment	Interest Earnings	Total Value
Funds	(Start of Year)	(Start of Year)	(Start of Year)		(End of Year)
1	\$ 2,156,000.00	\$ -	\$ 215,600.00	\$ 2,156.00	\$ 217,756.00
2	\$ 2,220,680.00	\$ 217,756.00	\$ 222,547.11	\$ 4,403.03	\$ 444,706.14
3	\$ 2,287,300.40	\$ 444,706.14	\$ 230,324.28	\$ 6,750.30	\$ 681,780.73
4	\$ 2,355,919.41	\$ 681,780.73	\$ 239,162.67	\$ 9,209.43	\$ 930,152.83
5	\$ 2,426,596.99	\$ 930,152.83	\$ 249,407.36	\$ 11,795.60	\$ 1,191,355.79
6	\$ 2,499,394.90	\$ 1,191,355.79	\$ 261,607.82	\$ 14,529.64	\$ 1,467,493.25
7	\$ 2,574,376.75	\$ 1,467,493.25	\$ 276,720.87	\$ 17,442.14	\$ 1,761,656.27
8	\$ 2,651,608.05	\$ 1,761,656.27	\$ 296,650.60	\$ 20,583.07	\$ 2,078,889.93
9	\$ 2,731,156.30	\$ 2,078,889.93	\$ 326,133.18	\$ 24,050.23	\$ 2,429,073.34
10	\$ 2,813,090.98	\$ 2,429,073.34	\$ 384,017.64	\$ 28,130.91	\$ 2,841,221.89

Note: The above projection shall be analyzed annually to make adjustments as needed with fluctuating interest and inflation rates.



CANTON SANITARY LANDFILL
LATERAL EXPANSION

FINAL COVER SYSTEM
DETAILS

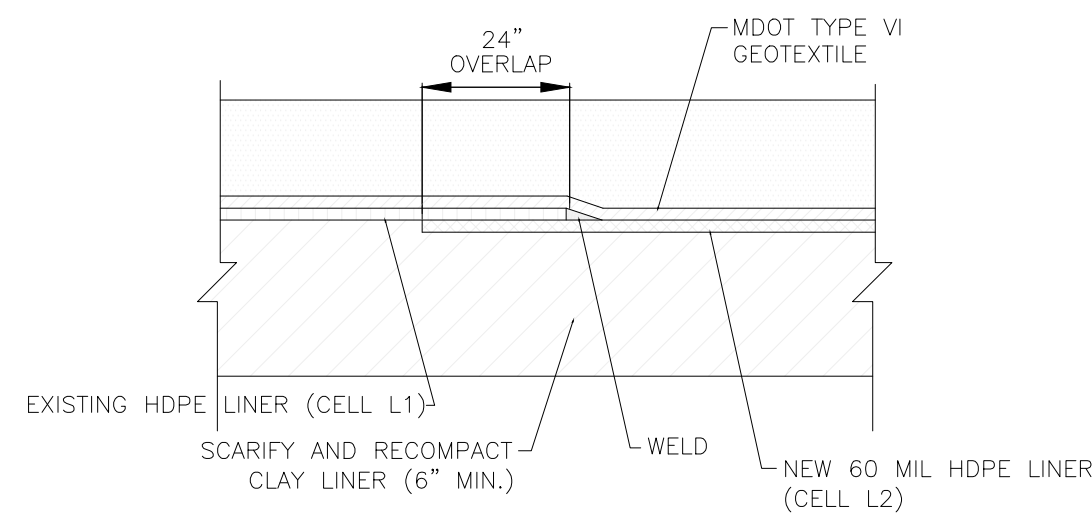
CITY OF CANTON
MADISON COUNTY, MISSISSIPPI

DATE: REV.0, 12/22/2021
REV: REV.1, 2/20/2023
REV:
REV:

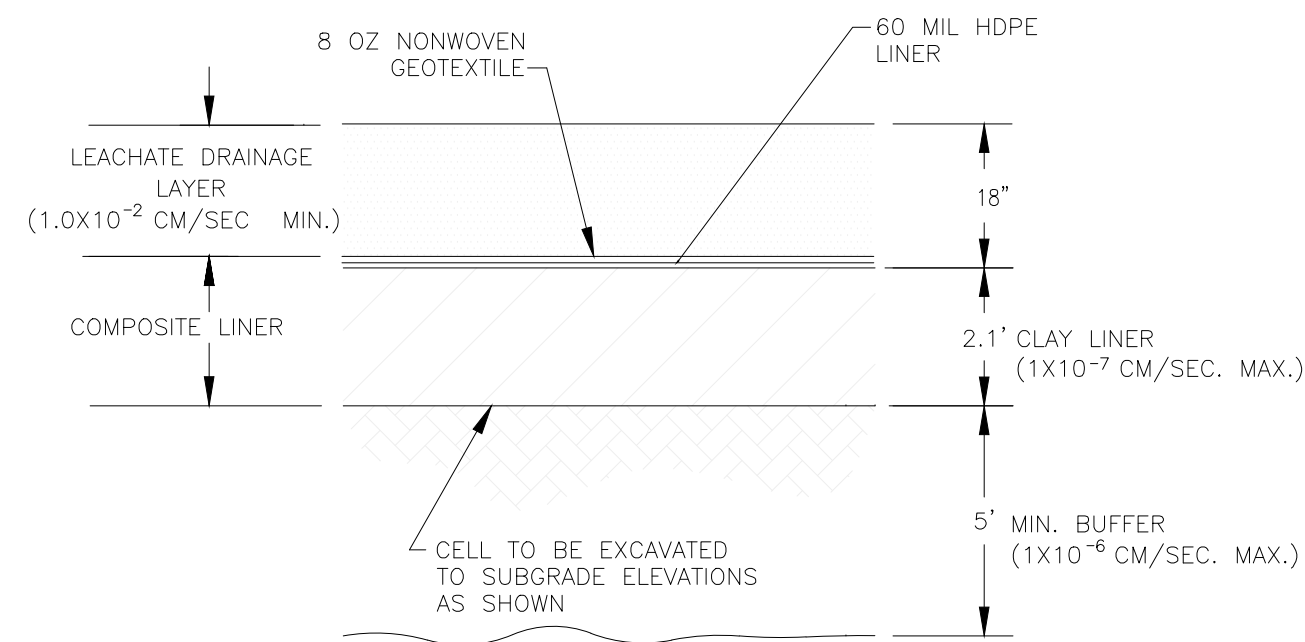
DSGN: DMR
DRWN: RTR
CHKD: KML
SCALE: AS SHOWN



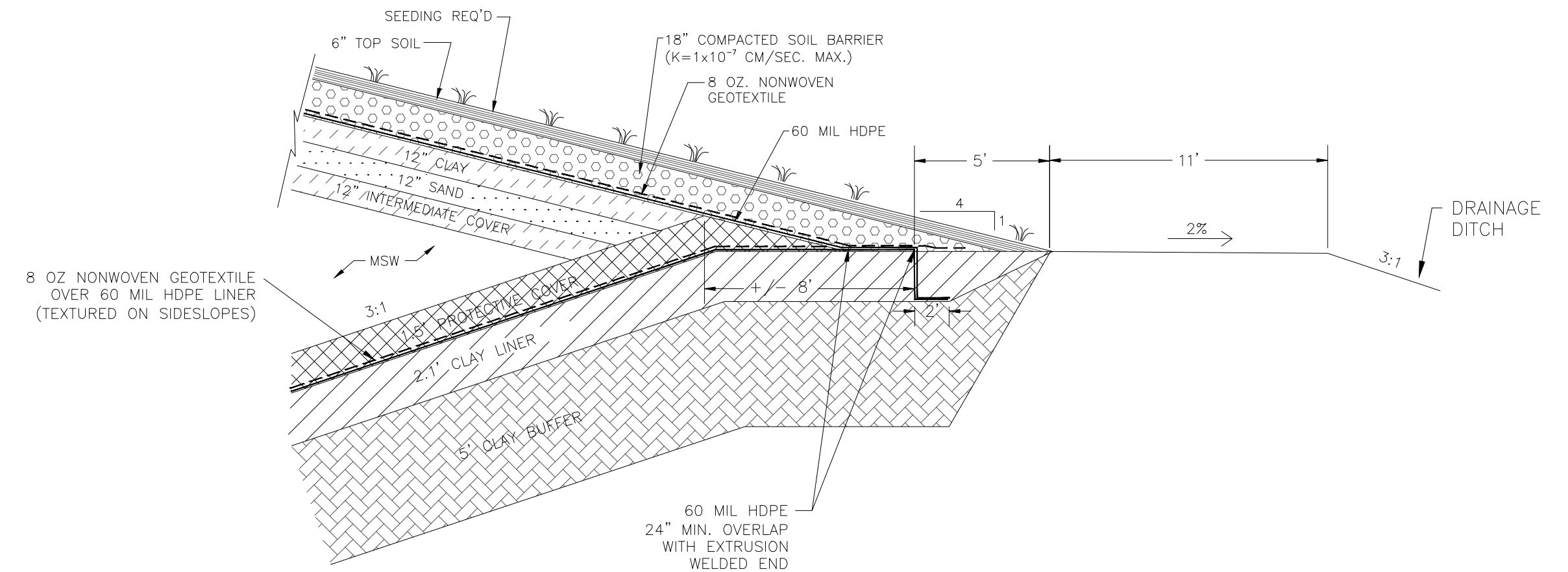
SHEET NO.
C 2.03



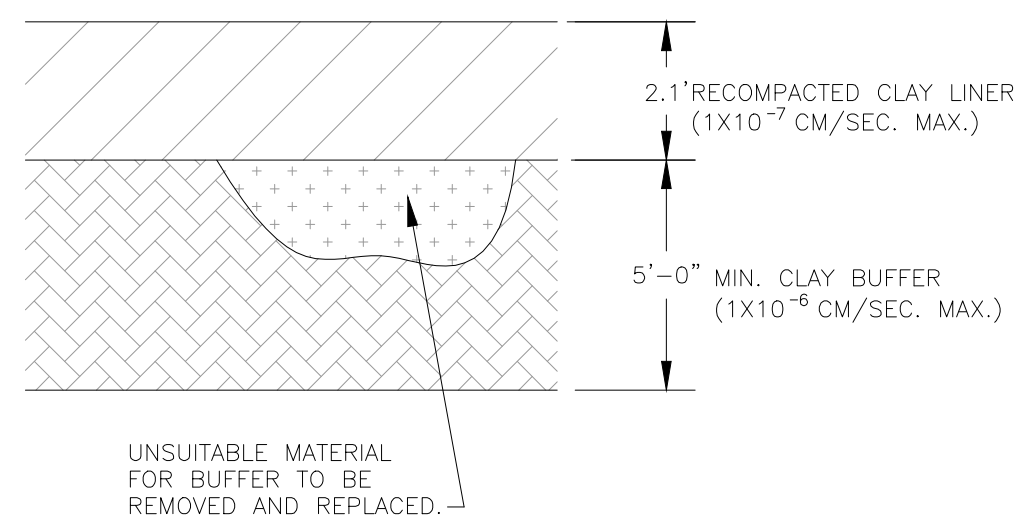
OVERLAP DETAIL
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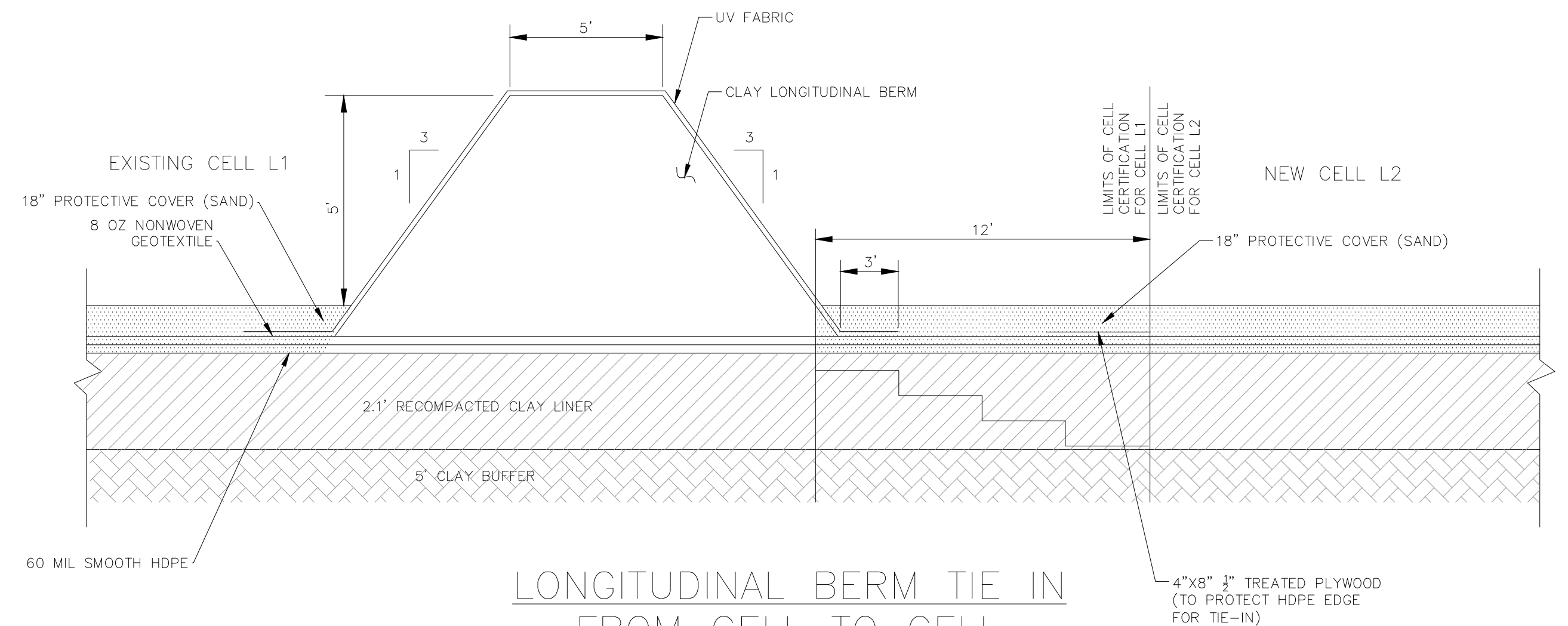
COMPOSITE LINER
NOT TO SCALE



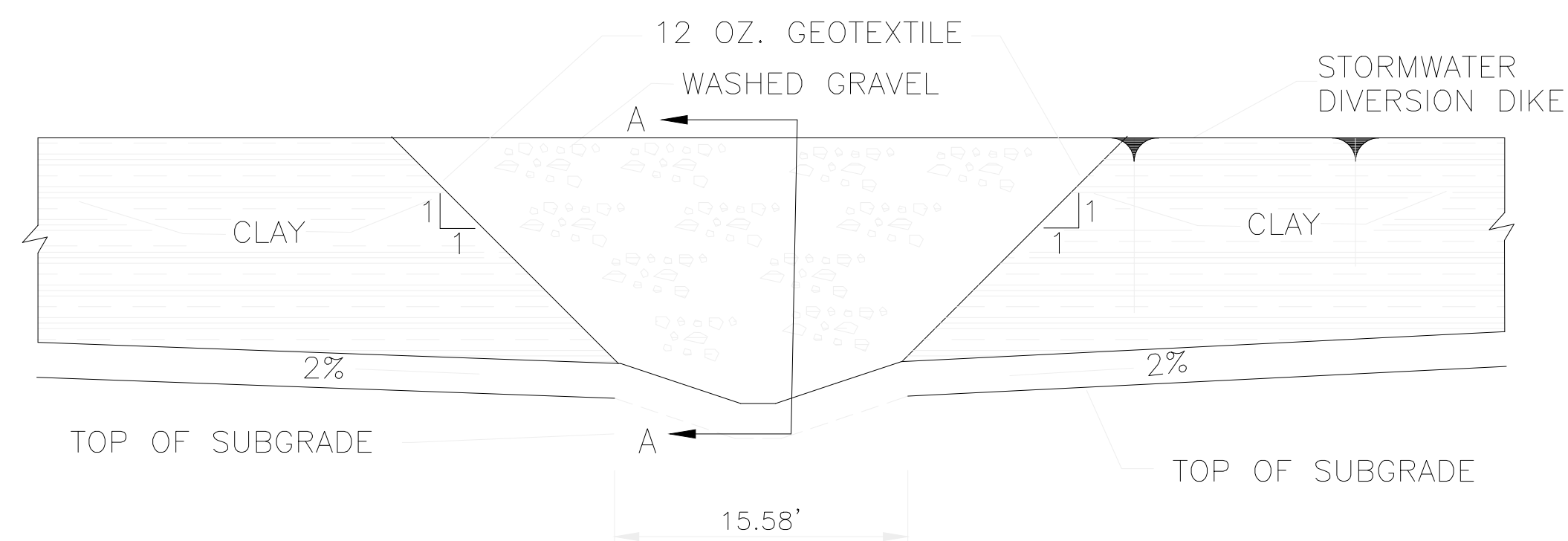
ANCHOR TRENCH DETAIL
NOT TO SCALE



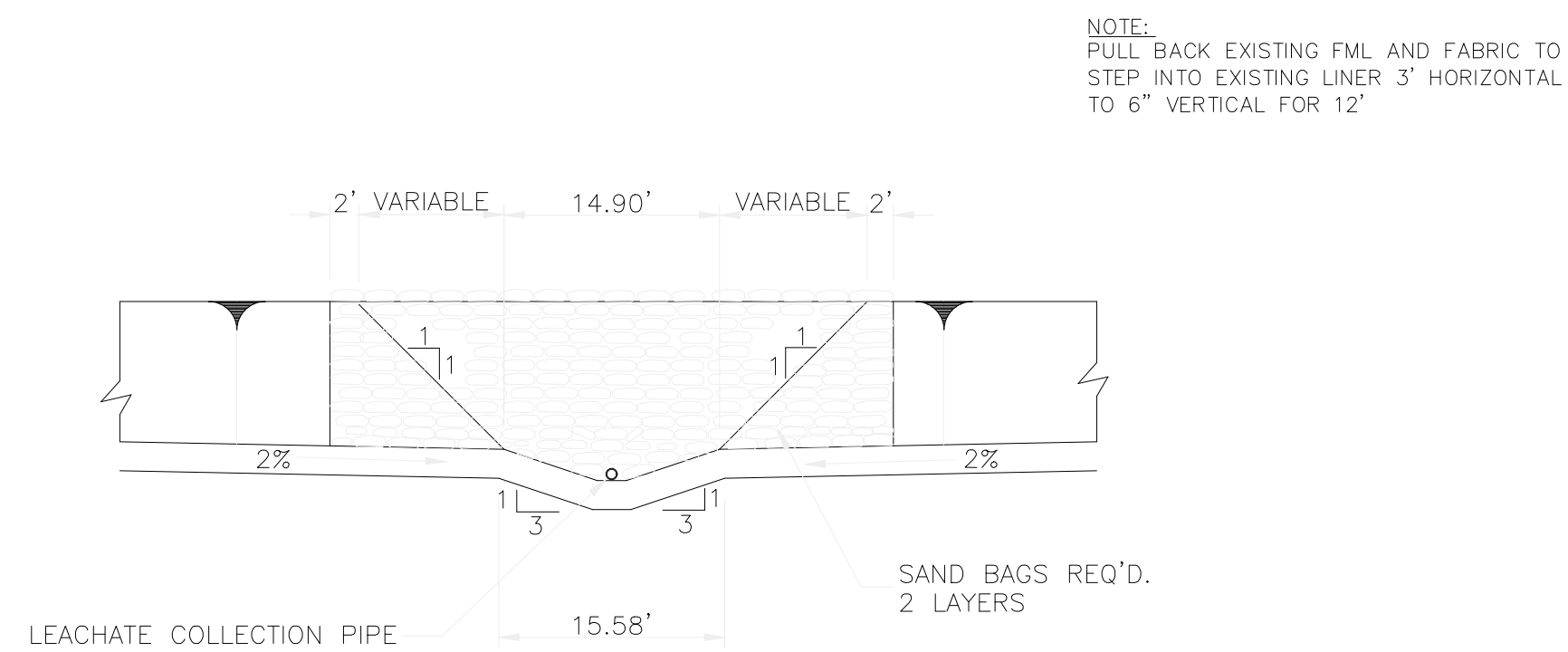
UNSUITABLE BUFFER REPLACEMENT
NOT TO SCALE



LONGITUDINAL BERM TIE IN
FROM CELL TO CELL
NOT TO SCALE



STORMWATER DIVERSION DIKE DETAIL
NOT TO SCALE



SECTION A-A
NOT TO SCALE

NOTE:
PULL BACK EXISTING FML AND FABRIC TO STEP INTO EXISTING LINER 3' HORIZONTAL TO 6" VERTICAL FOR 12'

DATE: REV.0, 12/22/2021
REV: REV.1, 2/20/2023
REV:
REV:
REV:

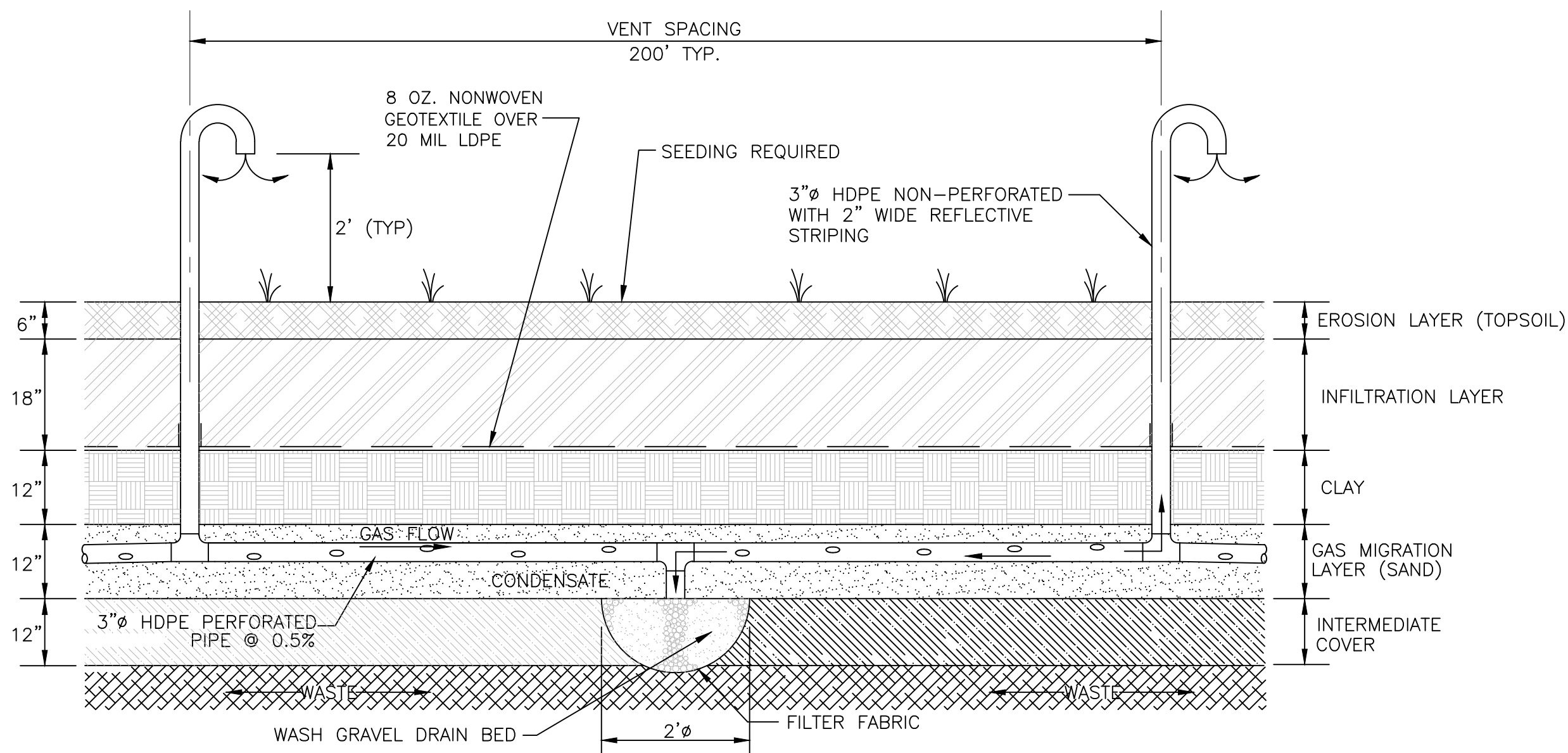
DSGN: DMR
DRWN: RTR
CHKD: KML
SCALE: AS SHOWN



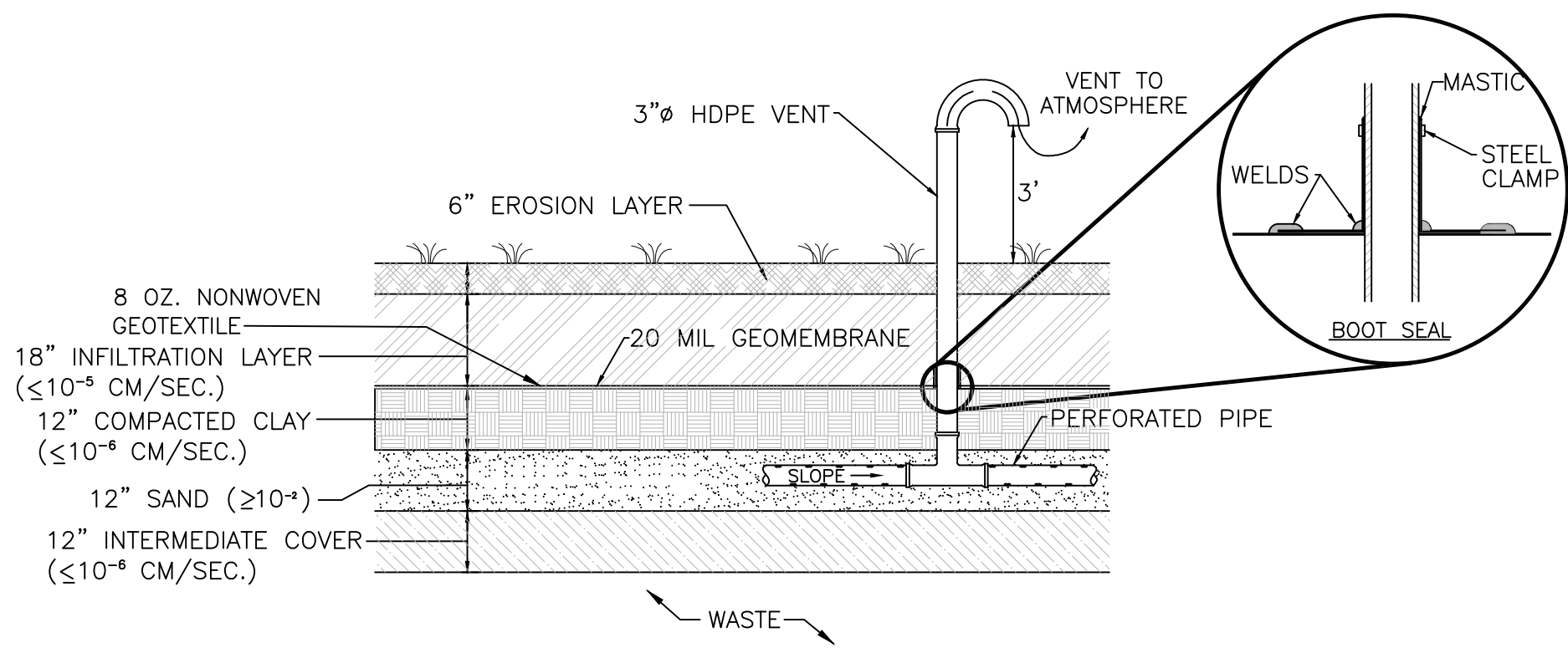
SHEET NO.
C 2.04

CANTON SANITARY LANDFILL
LATERAL EXPANSION
CELL CONSTRUCTION
DETAILS

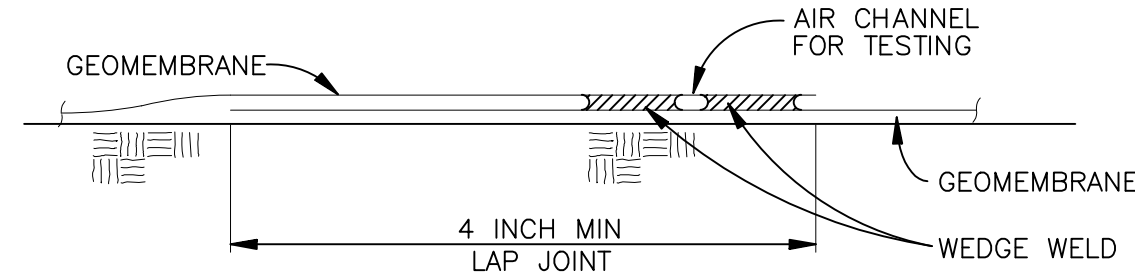
CITY OF CANTON
MADISON COUNTY, MISSISSIPPI



PASSIVE METHANE COLLECTION DETAIL
NOT TO SCALE

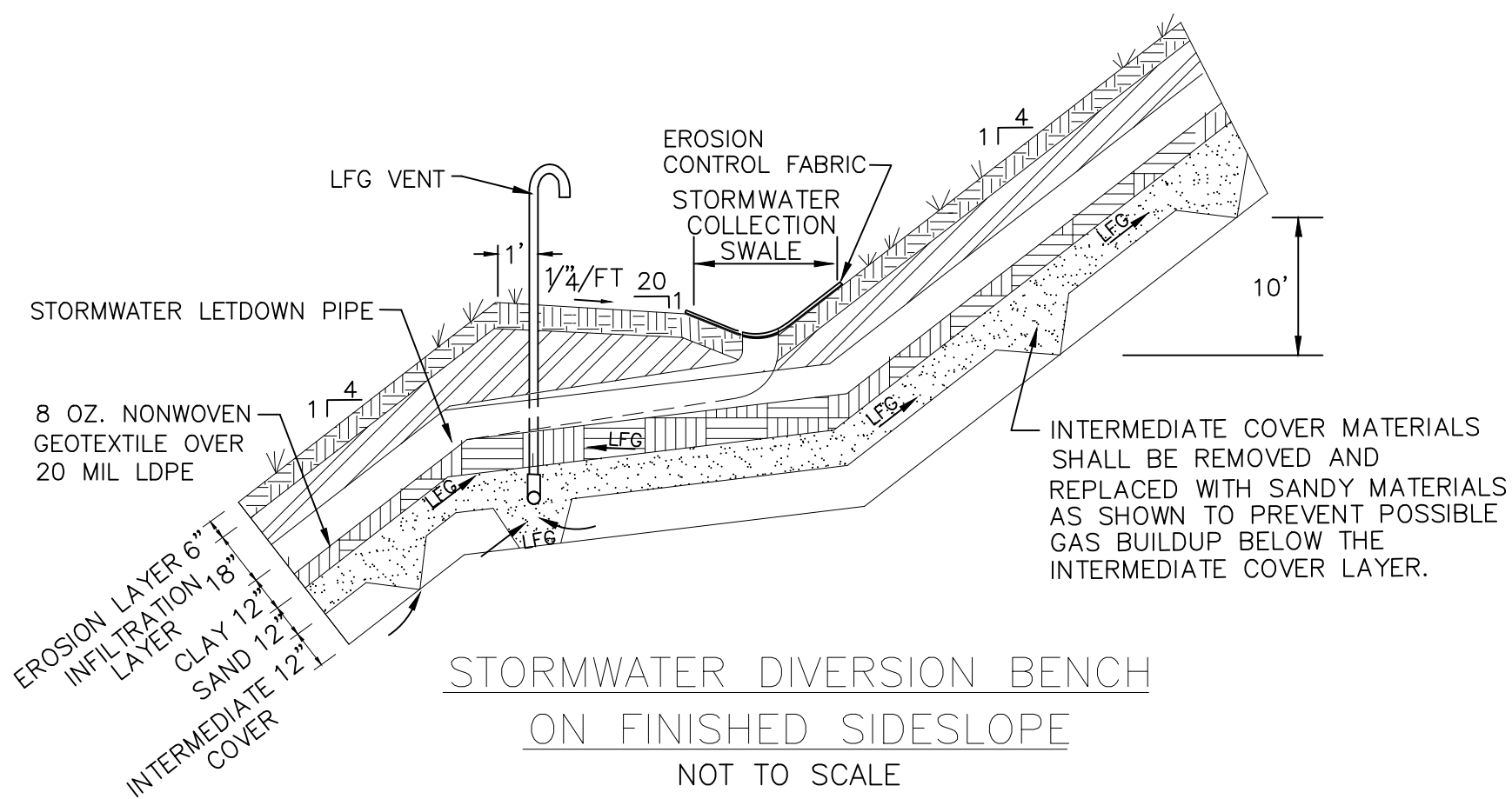


LANDFILL COVER & GAS VENT DETAIL
NOT TO SCALE

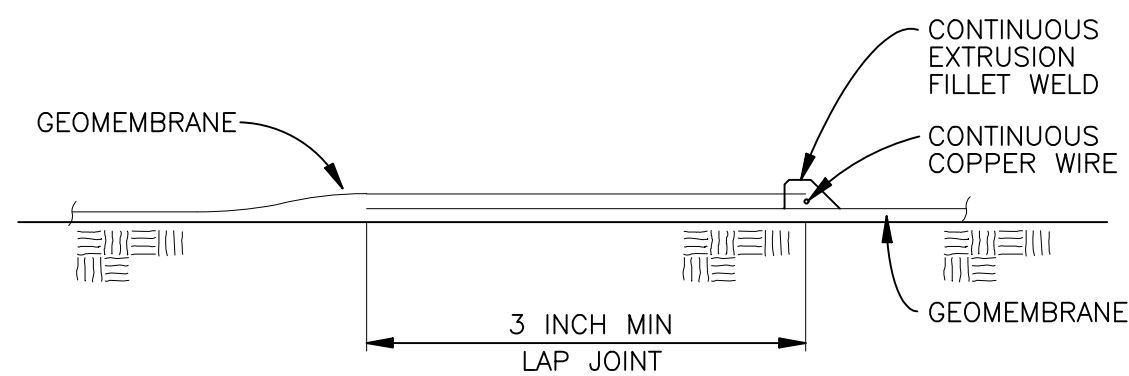


- NOTES:
1. ALL WELDS SHALL BE CONTINUOUS AND WATERTIGHT.
 2. REMOVE UNBONDED TOP EDGE IF AIR CHANNEL TEST FAILS AND VACUUM BOX TEST IS USED.

GEOMEMBRANE DOUBLE WEDGE WELD
NOT TO SCALE



STORMWATER DIVERSION BENCH
ON FINISHED SIDESLOPE
NOT TO SCALE



- NOTES:
1. ALL WELDS SHALL BE CONTINUOUS AND WATERTIGHT.
 2. SPARK TEST ALL EXTRUSION FILLET WELDS AND LINER PENETRATION WHERE LINER IS WELDED TO PIPE WALL.
 3. ALLOW A MINIMUM OF 3 TO 5 FT OVERLAP BETWEEN NEW AND EXISTING GEOMEMBRANE.

GEOMEMBRANE LINING EXTRUSION WELD
NOT TO SCALE

CANTON SANITARY LANDFILL
LATERAL EXPANSION

FINAL COVER PASSIVE
METHANE VENT DETAILS

CITY OF CANTON
MADISON COUNTY, MISSISSIPPI

DATE: REV.0, 12/22/2021
REV: REV.1, 2/20/2023
REV:
REV:

DSGN: DMR
DRWN: RTR
CHKD: KML
SCALE: AS SHOWN



SHEET NO.

C 5.01

Charity Rockingham

From: John Cunningham <john.cunningham@neel-schaffer.com>
Sent: Tuesday, April 21, 2026 6:08 PM
To: Charity Rockingham
Cc: Ethan Mayeu; Trent Jones; Timothy Taylor; Lafayette Wales; Kimberly Banks; Melon Garrett; Chuconna Anderson; Keith O'Keefe
Subject: RE: City of Canton Landfill - Financial Assurance
Attachments: MDEQ sections 8 and 12 4.20.26.pdf; C203 - R1-C 2.03.pdf; C204 - R2-C 2.04.R1.pdf; C501 - R1-C 5.01.pdf

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SCHEDULED DELIVERY DATE

Wednesday

4/22/26 before 10:30 AM

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West Point, MS US

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Charity – see shipping change per FedEx. The packet should be there tomorrow before 10:30 am. I have attached a digital version as mentioned. Thanks.



JOHN CUNNINGHAM, PE
Vice President | West Point Office Manager

Neel-Schaffer, Inc.
7085 Highway 45 Alt N
PO Box 1078, West Point, MS 39773
O: 662.494.7101 | M: 662.251.3026
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From: John Cunningham
Sent: Tuesday, April 21, 2026 9:05 AM
To: 'Charity Rockingham' <CRockingham@mdeq.ms.gov>
Cc: 'Ethan Mayeu' <emayeu@mdeq.ms.gov>; 'Trent Jones' <TJones@mdeq.ms.gov>; 'Timothy Taylor' <mayortaylor@cantonms.gov>; 'Lafayette Wales' <lwales.ward7@cantonms.gov>; 'Kimberly Banks' <cantoncityattorney1@gmail.com>; 'Melon Garrett' <mgarrett@cantonms.gov>; 'Chuonna Anderson' <canderson@cantonms.gov>; Keith O'Keefe <keith.okeefe@neel-schaffer.com>
Subject: RE: City of Canton Landfill - Financial Assurance

Charity,

I'm sorry I missed your call yesterday.

I did overnight the hard copies of revised sections 8 and 12 of the permit application and drawings C2.03, C2.04 and C5.01 that were sent in a draft stage at one time late yesterday evening. I will send a digital copy to everyone today at my earliest availability as well.

Thank you.



JOHN CUNNINGHAM, PE
Vice President | West Point Office Manager

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From: John Cunningham
Sent: Friday, March 20, 2026 8:02 PM
To: 'Charity Rockingham' <CRockingham@mdeq.ms.gov>
Cc: Ethan Mayeu <emayeu@mdeq.ms.gov>; Trent Jones <TJones@mdeq.ms.gov>; Timothy Taylor

<mayortaylor@cantonms.gov>; Lafayette Wales <lwales.ward7@cantonms.gov>; Kimberly Banks <cantontcityattorney1@gmail.com>; Melon Garrett <mgarrett@cantonms.gov>; Chuconna Anderson <canderson@cantonms.gov>; Keith O'Keefe <keith.okeefe@neel-schaffer.com>

Subject: RE: City of Canton Landfill - Financial Assurance

Charity,

The following status report is provided on behalf of the City of Canton.

There are no further comments with regard to the Solid Waste Management Permit draft as provided by MDEQ. If you need anything further regarding next steps with the draft permit, please let me know.

The financial assurance update for the lateral expansion was included as a part of the annual report submittal from the City on February 28, 2026.

If you need anything further, just let me know.

Thanks.



JOHN CUNNINGHAM, PE

Vice President | West Point Office Manager

Neel-Schaffer, Inc.

7085 Highway 45 Alt N

PO Box 1078, West Point, MS 39773

O: 662.494.7101 | M: 662.251.3026

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From: Charity Rockingham <CRockingham@mdeq.ms.gov>

Sent: Wednesday, January 21, 2026 2:40 PM

To: John Cunningham <john.cunningham@neel-schaffer.com>

Cc: Ethan Mayeu <emayeu@mdeq.ms.gov>; Trent Jones <TJones@mdeq.ms.gov>

Subject: RE: City of Canton Landfill - Financial Assurance

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Hi John, thanks for the update. I appreciate you keeping us informed.

Charity Rockingham

Manager, Solid Waste Permitting Branch

Waste Division

Office (601) 961-5722

crockingham@mdeq.ms.gov

From: John Cunningham <john.cunningham@neel-schaffer.com>

Sent: Wednesday, January 21, 2026 2:29 PM

To: Charity Rockingham <CRockingham@mdeq.ms.gov>

Cc: Ethan Mayeu <emayeu@mdeq.ms.gov>

Subject: RE: City of Canton Landfill - Financial Assurance

Hi Charity. I'm copying Ethan too. I will get this package to you soon. I provided a revised section for financial assurance to the City at the end of the year and talked to Melon about meeting w/ the Mayor and Alderman to be sure they were good there.

When I get something set up to meet w/ the City, I'll let you all know.

Thanks.



JOHN CUNNINGHAM, PE

Vice President | West Point Office Manager

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From: Charity Rockingham <CRockingham@mdeq.ms.gov>

Sent: Tuesday, January 20, 2026 10:25 AM

To: John Cunningham <john.cunningham@neel-schaffer.com>

Subject: Re: City of Canton Landfill - Financial Assurance

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Good morning, John,

Can you kindly provide an update on the revised sections that are to be submitted for completion of the solid waste permit application for the expansion of the Canton Landfill? The revisions are to include any revisions to the full size design drawings as well.

Charity Rockingham

Solid Waste Permitting Branch

Waste Division

Office (601) 961-5722

crockingham@mdeq.ms.gov

From: John Cunningham <john.cunningham@neel-schaffer.com>

Sent: Sunday, November 2, 2025 7:09:28 PM

To: mayortaylor@cantonms.gov <mayortaylor@cantonms.gov>; Melon Garrett <melong@clandfill.com>; Lafayette Wales <lwales.ward7@cantonms.gov>; Chuconna Anderson <canderson@cantonms.gov>; Kimberly Banks <cantontcityattorney1@gmail.com>

Cc: Charity Rockingham <CRockingham@mdeq.ms.gov>; Ethan Mayeu <emayeu@mdeq.ms.gov>; Keith O'Keefe <keith.okeefe@neel-schaffer.com>

Subject: RE: City of Canton Landfill - Financial Assurance

Good Evening Mayor,

I wanted to update you on the solid waste management permit application. Ms. Rockingham called me last week and indicated that MDEQ had no further comments on permit application except those that were outstanding with financial assurance and once that part is satisfied, only the revised sections that have been revised per comments given by MDEQ after the 2022 submittal would need to be provided to complete the application process.

I've been though Mr. Mayeu's comments and should have those addressed this week. I have some time this Thursday before 2:30 pm I could meet with you all again to go over updates to the financial assurance plan addressing said comments by MDEQ. If I need to come in person like the last time, I can be at City Hall on Friday at 10 pm or after if that is better. Just let me know.

Thanks.



JOHN CUNNINGHAM, PE

Vice President | West Point Office Manager

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PO Box 1078, West Point, MS 39773

O: 662.494.7101 | D: 662.498.1982 | M: 662.251.3026

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From: Ethan Mayeu <emayeu@mdeq.ms.gov>

Sent: Tuesday, October 14, 2025 1:42 PM

To: mayortaylor@cantonms.gov

Cc: John Cunningham <john.cunningham@neel-schaffer.com>; Charity Rockingham <CRockingham@mdeq.ms.gov>; melong@clandfill.com; William Gatewood <WGATEWOOD@MDEQ.MS.GOV>; Trent Jones <TJones@mdeq.ms.gov>

Subject: City of Canton Landfill - Financial Assurance

CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Mayor Taylor,

Please find attached a letter discussing financial assurance for the City of Canton Landfill. Based on the timing and complexity of this issue, we thought it best to address the financial assurance for both the existing landfill and proposed expansion in one letter, particularly since there may be overlapping issues with both. Upon review, if the City has any questions, please let us know and we would be happy to meet to discuss.

Ethan Mayeu, P.E., Manager
Solid Waste Compliance and Enforcement Branch
601-961-5613 (W)
601-260-4913 (C)

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