



City of Cincinnati

801 Plum Street
Cincinnati, OH 45202

Agenda - Final-revised

Climate, Environment & Infrastructure

Chairperson, Meeka Owens
Vice Chairperson, Mark Jeffreys
Councilmember, Jeff Cramerding
Vice Mayor, Jan-Michele Kearney
Councilmember, Seth Walsh

Tuesday, February 28, 2023

10:00 AM

Council Chambers, Room 300

PRESENTATIONS

Cintrifuse Recycling Hackathon

Donna Zaring, Director of External Relations and Development

Hamilton County Solid Waste Plan Update

Michelle Balz, Solid Waste Manager, Hamilton County R3Source

Yard Waste Report

Oliver Kroner, Dir. Office of Environment & Sustainability

AGENDA

- [202300705](#) **PRESENTATION**, submitted by Councilmember Owens from Michelle Balz, Solid Waste Manager, of Hamilton County R3source titled, Hamilton County Solid Waste Plan Update.
Sponsors: Owens
Attachments: [Presentation](#)
- [202300558](#) **REPORT**, dated 2/8/2023, submitted Sheryl M. M. Long, City Manager, regarding Yard Waste Parameters, Processes, Constraints, and Best Practices. **Reference Document # 202201747**
Sponsors: City Manager
Attachments: [Report](#)
[Attachment I](#)
[Attachment II](#)
[Attachment III](#)
[Attachment IV](#)
[Attachment V](#)
- [202300686](#) **MOTION**, submitted by Vice Mayor Kearney, **WE MOVE** for the City

Administration to prepare a report on the creation of an Office of Safety Management under the City Manager's Office in order to coordinate and support anti-gun violence efforts and programs in the City of Cincinnati. The Office of Safety Management would be responsible for assessing the existence and efficacy of ongoing anti-violence efforts in Cincinnati, determining gaps in services, needs for support, making recommendations for additional actions and funding, and coordinating efforts among agencies and groups.

Sponsors: Kearney

Attachments: [202300686](#)

4. [202300692](#) **PRESENTATION**, submitted by Councilmember Owens from Lieutenant Colonel Mike John, Cincinnati Police Department titled, 2022 Gun Violence Review.

Sponsors: Owens

Attachments: [Presentation](#)

5. [202300699](#) PRESENTATION submitted by Sheryl M. M. Long, City Manager, dated 2/23/2023, regarding the Violence Reduction - Update Efforts to Re-Imagine CIRV.

Sponsors: City Manager

Attachments: [Transmittal](#)
[Presentation](#)

6. [202300697](#) **COMMUNICATION**, submitted by Councilmember Owens from Michelle Mueller from Moms Demand titled, Be Smart for Kids Gun Safety Handout.

Sponsors: Owens

Attachments: [Communication](#)

7. [202300723](#) **COMMUNICATION**, submitted by Councilmember Owens from Michelle Balz, Solid Waste Manager of Hamilton County R3Source.

Sponsors: Owens

Attachments: [Communication](#)

8. [202300733](#) **PRESENTATION**, submitted by Councilmember Owens from Donna Zaring, Director of External Relations and Development, Cintrifuse titled Connecting & Catalyzing.

Sponsors: Owens

Attachments: [Presentation](#)

ADJOURNMENT



HAMILTON COUNTY
R3SOURCE
REDUCE. REUSE. RECYCLE.

Hamilton County Solid Waste Plan Update

PRESENTED BY: Michelle Balz, Solid Waste Manager



HAMILTON COUNTY
R3SOURCE
REDUCE. REUSE. RECYCLE.

We provide recycling and waste reduction assistance to residents, communities, schools, and business in Hamilton County.



Hamilton County R3Source Programs

Grants

Residential Recycling Incentive (RRI) and Innovation Grant (close to \$1 million dollars) to help recycling and composting programs.

Outreach Campaigns

Annual campaigns to help residents learn what you can recycle and encourage them to reduce wasted food.

Environmental Enforcement

Fund a full-time sheriff deputy to investigate illegal dumping throughout Hamilton County.

Drop-Off Programs

Offers programs to residents to drop off yard trimmings for composting and household hazardous products for proper disposal.





HAMILTON COUNTY
SOLID WASTE MANAGEMENT
PLAN UPDATE



Timeline

30 Day Public Comment Period

February 8 – March 9, 2023

Public Hearing

March 14 at 1 p.m.

Hamilton County Solid Waste Policy
Committee Approval

March 15 or May 17 2023

90-day ratification

Begin March or May 2023

Residential Recycling Incentive (RRI)



- **Maintain funding at \$800,000**
- **Adding in commercial tonnage**
- **Minimum threshold of funding**



Increased Business Assistance



- **Increase \$145,000 to \$220,000/ year**
- **Focus by business sector**
- **Technical assistance and supplies**



Diversity, Equity, and Inclusion Goals



1. Ensure that R3Source delivers accessible, inclusive, and equitable services and programs.
2. Invest in community partnerships that inform decision-making and foster full and equitable civic participation.
3. Engage with residents and communities in inclusive and culturally responsive ways to move the R3Source's DEI work forward.
4. Use data and research as a tool for decision-making and policy and program development.
5. Evaluate and report on DEI efforts to ensure accountability and transparency.



Priority Waste Stream: Food



- **Wasted Food Stops With Us**
- **Strengthening Food Rescue**
- **Food Scrap Composting**



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@HamCoRecycling



LINKEDIN

@HamiltonCountyR3Source



INSTAGRAM

@hamiltoncountyr3





HAMILTON COUNTY
R3SOURCE
REDUCE. REUSE. RECYCLE.

Michelle Balz
Solid Waste Manager
Michelle.Balz@hamilton-co.org
(513) 946-7789



February 8, 2023

202300558

To: Mayor and Members of City Council

From: Sheryl M.M. Long, City Manager

Subject: Yard Waste Parameters, Processes, Constraints, and Best Practices

Reference Document #202201747

The City Council, at its session on September 6, 2022, referred the following item for review and report:

MOTION, submitted by Councilmembers Cramerding and Owens, we move that the Administration provide a report to outlining the parameters, processes, and constraints of the current yard waste disposal program. It should outline what the Ohio Revised Code and the Ohio Environmental Protection Agency require for yard waste disposal and identify better or best practices for yard waste removal and separation.

PROGRAM PARAMETERS

Ohio Law – Ohio Environmental Protection Agency

Ohio regulations governing waste disposal are primarily set forth in R.C. 3734 and the Ohio Administrative Code (“OAC”) Section 3745, which falls under the jurisdiction of the Ohio Environmental Protection Agency (“Ohio EPA”). The OAC provides that:

“The owner or operator [of the landfill facility] shall not accept for disposal or dispose of any of the following materials at a sanitary landfill facility . . . (f) Yard waste, source-separated yard waste, or commingled yard waste as defined in rule 3745-27-01 of the Administrative Code.” OAC 3725-27-19(E)(8).

It should be noted that there are exceptions to this that allow yard waste to be lawfully landfilled, based on incidental volume, contamination, storm debris, or with appropriate permitting.

City Law

There are no City laws that govern how a landfill must treat or dispose of yard waste. CMC 729-88, entitled “Yard Waste Materials” requires property owners to separate yard waste from general garbage and recycling if the City provides separate yard waste collection, which

it does. CMC 730 pertains to commercial waste, not residential, and does not regulate yard waste.

City-Rumpke Contract

The City contracts with Rumpke Sanitary Landfill, Inc. (“Rumpke”) for solid waste disposal services which permits the City to deliver waste, including yard waste, to Rumpke. The existing contract between the City and Rumpke has no language that governs the delivery or disposal of source-separated yard waste. The only contractual provision that is specific to yard waste is contained in Exhibit A “Scope of Services and Compensation,” Section C “Yardwaste Disposal Pricing.” Under that section, the contract provides that Rumpke will accept up to 625 truckloads of City yard waste per year at a cost to the City of up to \$84,112.50. This encompasses the City’s residential yard waste collection program.

There is a separate provision in Exhibit A, Section C, that provides for “Roll Off Containers,” which would be used for emergency storm debris or special programs. Under this program Rumpke will deliver containers to a location in the City, remove the loaded containers, and dispose “of yard waste at Rumpke’s compost facility.”

Consequently, the contract implies, but does not expressly require, that residential yard waste will be disposed of at Rumpke’s compost facility. However, the contract does not govern how the compost material may or may not be used.

The contract with Rumpke expires at the end of February 2023 and has three one-year renewal periods extending as late as February 2026. The renewal periods are triggered automatically unless either party provides written notice to the contrary by the first business day in February (e.g., February 1, 2023).

CURRENT PROGRAM PROCESSES

City Yard Waste Operations

Currently, the City picks up source-separated yard waste curbside from residents every other week and transports it to Rumpke. The Neighborhood Operations Division (“NOD”) collects yard waste 41 weeks a year, suspending collection for the remaining 11 weeks during winter operations from mid-January through March. The City uses 7 to 9 two-person crews depending on volume; for example, 28.86 tons were collected on July 19, 2022 by 7 crews and 75.75 tons were collected on November 3, 2022 by 9 crews. In 2021, the City collected a total of 5,627 tons of source-separated yard waste. (See Exhibit B - Yard Waste Reports).

However, there is a significant amount of yard waste that is not source-separated, and it is mixed in with curbside garbage collection (i.e., commingled). This practice is prohibited by the City, but it is not strongly enforced. According to the 2018 Waste Characterization Study conducted by Hamilton County Solid Waste Management District, 14.3% of garbage the City takes to the Rumpke landfill is yard waste that has been commingled with it. In 2021, the City delivered 74,953 tons of commingled yard waste and garbage to the landfill, so based on the study percentage, an estimated 11,242 tons was yard waste that could have been separated. (See Exhibit C - 2018 Waste Characterization Study). In comparison the City

generated twice as much commingled yard waste as source-separated yard waste during 2021.

Rumpke Yard Waste Operations

Rumpke operates an Ohio EPA permitted Class IV compost facility near its sanitary landfill located at 3800 Struble Road in Hamilton County. This location is not within the City of Cincinnati. All source separated yard waste delivered by the City to Rumpke is composted there.

Rumpke reports that the composted yard waste is placed in the landfill as alternative daily cover, and it is also used as road cover at the landfill. Rumpke is permitted by the Ohio EPA to use the compost in this manner so that garbage at the landfill is not exposed for more than 24-hours (See Exhibit D). This is also done because Rumpke reports that it does not currently have a third-party end user for its compost.

Rumpke under OAC 3745-27-19(O)(1) is permitted to place source-separated yard waste in the landfill if it is rejected by a compost facility due to garbage contamination, if it is debris from storm damage, and/or if it is from incidental acceptance. Rumpke reports that the source separated yard waste has approximately 2% garbage contamination, and that contamination is removed at their compost facility.

PROGRAM CONSTRAINTS

Current constraints of the yard waste program include:

1. Participation in the City's yard waste collection program is not mandatory although commingled yard waste is prohibited; however, residents are still not completely separating out yard waste from curbside garbage collection.
2. Ohio law allows Rumpke to accept in some instances yard waste at their sanitary landfill, and Rumpke is permitted by the Ohio EPA to use compost as alternative daily cover at the landfill.
3. Ohio law does not expressly provide the Ohio EPA authority to regulate transporters of yard waste or require generators of yard waste to source-separate for delivery to a particular facility.
4. The contract between the City and Rumpke does not restrict yard waste or compost from being placed in their sanitary landfill including as alternative daily cover.
5. Rumpke does not have a third-party end user for the yard waste that it composts. The City has not identified potential third-party end users of the compost. The City as a potential end user has not requested the compost be delivered back for use in City operations.

YARD WASTE BETTER AND BEST PRACTICES

In a landfill organic waste, including yard waste, is broken down and creates methane. This is a potent greenhouse gas and a major contributor to climate change. According to the US EPA, landfills are among the nation's largest sources of methane (<https://www.epa.gov/ghgreporting>).

Diverting yard waste from landfills therefore contributes to a sustainable community. Diversion efforts offer significant environmental, economic, and social benefits, helping underpin a circular economy and saving valuable landfill space. The Hamilton County Solid Waste Management plan and the Green Cincinnati Plan both strongly encourage the diversion of yard waste from landfills and promote it being processed into compost or mulch.

Based on operational estimates a significant volume of yard waste could be diverted from the landfill. Landfill diversion points to the following better and best practices in designing and operating a successful yard waste curbside program:

1. **“Yard Trimmings” has become preferred terminology to reframe this material as a resource rather than a waste.** “Trimmings” is used in City and County planning documents, but “Yard Waste” is still the term used in State law
2. **Align the program with the solid waste management plan.** The program's intent should be to expand efforts to increase the solid waste management plan's diversion initiatives. The *draft* Hamilton County Solid Waste District Plan has enhanced focus on organic waste diversion and includes yard trimmings in the calculation of Residential Recycling Incentives, to reward municipalities for diverting yard trimmings from the landfill.
3. **Establish program performance goals with metrics that can be measured based on the diversion hierarchy of source reduction and re-use, composting, energy recovery, and disposal.** Determine an appropriate diversion rate based on benchmark data that is typically 50 percent or more.
4. **Identify needed resources to reach program goals and allocate commensurate budget to effectively administer the program.** Resources should consider program capacity and capability, and it may need to increase those through additional staffing and equipment.
5. **Utilize contractual and regulatory tools to direct source separation and maximize landfill diversion of yard waste and compost.** Contracts can establish clear terms and conditions with program partners beyond rules and regulations. Legislative changes add or amplify incentives, restrictions, bans, and/or enforcement provisions to influence source separation and increase diversion.
6. **Develop a diversion strategy that optimizes the yard trimming types, volumes, and collection frequencies.** There are multiple types of yard

trimmings including grass clippings, leaves, and woody materials, and the volumes of these can vary among neighborhoods and seasons of the year, which with further understanding will better direct collection frequency needs.

7. Encourage enhanced resident program understanding and participation through education and outreach activities. Many residents do not know the environmental impacts of yard trimmings disposal and how to divert it from landfills including ways to separate, reduce, and compost yard waste.

8. Design the program to support a circular economy including matching supply with the operations of local organic composting facilities and accounting for end user demand. Understanding the supply of yard trimmings and developing a network of beneficial end users is a critical step toward diverting the yard trimmings or processed material from landfills for the long term. The City's emerging biochar processing system may play an important role in yard trimming diversion in the coming years.

9. Establish program convenience and efficiency criteria that benefits both residents and administration; for example, provide standardized containers and/or vacuum truck collection options. The less burdensome the program is the more likely it will be successfully implemented by all stakeholders resulting in increased landfill diversion of yard trimmings.

10. Implement garbage limits and user-pay approaches to incentivize source separation of yard trimmings whereby residents who generate more garbage pay more for the service. The pay-as-you-throw model has been demonstrated to work to decrease garbage and to increase recycling. In terms of yard trimmings, composting would be analogous to recycling. Increasing cost of waste generation supports the creation of market alternatives for waste diversion.

11. Monitor, and inspect as needed, yard trimmings collections for commingled garbage. Educate and enforce where commingled garbage is found. Establish criteria to penalize program violators. Formal notices and fines have been demonstrated to reduce the commingling of garbage with yard trimmings.

12. Identify and minimize indirect environmental implications of the program; for example, by using electric collection vehicles to reduce carbon emissions. The intent is to improve program practices while decreasing detrimental effects on the environment.

CC: Ollie Kroner, Director, Office of Environment and Sustainability
Jerry Wilkerson, Director, Department of Public Services
Emily Woerner, City Solicitor, Law Department

Attachments

PROFESSIONAL SERVICES CONTRACT

THIS AGREEMENT is made by and between the City of Cincinnati, Ohio, an Ohio municipal corporation with offices located at 801 Plum Street, Cincinnati, OH 45202 (hereinafter referred to as "City" and Rumpke Sanitary Landfill, Inc., an Ohio corporation with a principal office located at 10795 Hughes Road, Cincinnati, Ohio 45251 (hereinafter referred to as "Rumpke").

WHEREAS, the City of Cincinnati has the need for Solid Waste Disposal Services; and

WHEREAS, Rumpke submitted a proposal in response to the City's 2018 Request for Proposals for those services; and

WHEREAS, the proposal submitted by Rumpke was determined by the City to be the most advantageous to the City;

NOW, THEREFORE, for and in consideration of the promises, covenants and agreements herein contained, the parties mutually agree as follows:

1. DEFINITIONS

- A. Disposal:** "Disposal" means the discharge, deposit, injection, dumping, spilling, leaking, emitting, or placing of any waste material into or on any land, except if the disposition or placement constitutes temporary storage or treatment.
- B. Disposal Rates:** "Disposal Rates" means the unit prices for the disposal of Waste Materials which the City of Cincinnati will pay pursuant to the terms and conditions of this Agreement.
- C. Hazardous Waste:** "Hazardous Waste" shall be as defined in Ohio Revised Code § 3734.01 (J), as well as applicable OEPA regulations.
- D. Landfill:** "Landfill" means Rumpke Sanitary Landfill/Rumpke Class IV NPK Compost Facility at 10795 Hughes Road, Cincinnati, Ohio 45251.
- E. Scrap Tires:** "Scrap Tires" shall be as defined in Ohio Revised Code § 3734.01 (Z), as well as applicable OEPA regulations.
- F. Solid Waste:** "Solid Waste" shall be as defined in Ohio Revised Code § 3734.01(E), as well as applicable OEPA regulations.
- G. Special Wastes:** "Special Wastes" means the nonhazardous waste requiring handling other than that normally used for municipal solid waste, such as contaminated soils,

sludges, municipal wastewater treatment waste, empty containers, or other material.

- H. Taxes, Surcharges, or Fees:** "Taxes, Surcharges, or Fees" means taxes, surcharges, or fees which are imposed by federal, state, or local governments on the disposal of Waste Materials, on either a per ton or per cubic yard basis. Such taxes, surcharges, or fees shall include those currently in effect or as may be imposed in the future. Such taxes do not include income or earning taxes, real estate taxes, personal property taxes, or intangible taxes, and such taxes are specifically excluded. Fines, penalties, or settlements in lieu of fines or penalties are specifically excluded.
- I. Ton:** "Ton" means the actual, measured weight of Solid Waste and Special Wastes delivered to the Landfill by or for the City of Cincinnati. Such wastes shall be weighed at the scales located at the Landfill. In the event such scales are temporarily inoperable, a substitute weighing facility acceptable to both parties may be used or a temporary method acceptable to both parties of estimating the weight of such wastes may be used, based upon converting the rated volume capacity of the incoming vehicles to tons. For purposes of a temporary estimation calculation, the estimated weight shall be based upon the maximum average load customarily carried by each vehicle less the actual unloaded weight of the vehicles based upon previous weights of the vehicle on the scales of the Landfill. In the event that a City vehicle has no previous weight history, the estimated weight shall be based upon the maximum average load customarily carried by vehicles of the same type as such vehicle less the actual unloaded weight of vehicles of the same type.
- J. Waste Materials:** "Waste Materials" means Solid Waste, Special Wastes, Construction and Demolition Debris, and Scrap Tires.

2. SOLID WASTE SERVICES

A. Scope of Services

Rumpke shall, in a satisfactory and proper manner as determined by the City Manager of the City, perform all the necessary services under this Agreement in connection with the purpose of the project as outlined by the Department of Public Services in its Request for Proposals. Rumpke shall perform the services as detailed in Exhibit A attached hereto and made a part hereof.

B. Landfill/Tipping Site Operating hours/Delivery times

The City of Cincinnati requires transfer station operating hours to accommodate the following collection operations:

1. Routine collection activity, Monday through Saturday, between the hours of approximately 6:00 a.m. and 6:00 p.m.
2. Sunday and holiday deliveries will be rare, caused by unusual conditions and situations, including severe weather.
3. In the event of an emergency or special circumstance requiring Waste Disposal services, including severe weather, Rumpke shall accept delivery of such Waste Materials at times other than stated above.

3. TERM

The services of Rumpke are to commence on March 1, 2019 and shall be completed by February 28, 2023. By mutual consent of the City and Rumpke, this Agreement may be renewed for three additional twelve-month periods ending February 28, 2026. This option shall be automatically exercised unless written notice to the contrary is filed with either party not later than the first business day (Monday through Friday) of the calendar month in which the current agreement period expires. Such notice shall be transmitted by registered or certified mail.

4. COMPENSATION AND METHOD OF PAYMENT

- a. **Compensation.** The City shall pay Rumpke for the services rendered under this Agreement in accordance with the fee schedules contained in EXHIBIT A.
- b. **Method of Payment.** Any payments from the City specified in this Agreement, including any periodic installment payments, will be contingent upon performance of contractual obligations to date and the submission by Rumpke of an original, detailed invoice on company letterhead specifying that the required services have been performed and accompanied by receipts, invoices, reports, statements, or any other supporting information as required by the City to document entitlement to payment. Failure to satisfactorily meet any one of the Agreement obligations by Rumpke may result in the City not approving periodic payments to Rumpke and/or filing liens as may be necessary against Rumpke's assets or future assets, until Rumpke satisfactorily fulfills its obligations under the Agreement or satisfactorily reimburses the City for any prior payments.
- c. **Prompt Payment System.** This Agreement is subject to and Rumpke shall comply with the provisions of Chapter 319 of the Cincinnati Municipal Code that provide for a Prompt Payment System.

5. SUBCONTRACTS, SUCCESSORS, AND ASSIGNS

- a. **Subcontracts.** Rumpke agrees that none of the work or services covered by this Agreement shall be subcontracted without the prior written approval of the City. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Agreement.
- b. **Use of Debarred Subcontractors Prohibited.** The City maintains a list of Vendors Debarred from Contracting or Subcontracting with the City, which may be accessed at: <http://www.cincinnati-oh.gov/purchasing> or may be furnished in other form upon request. The City will not contract with any firm or person on the list. It is Rumpke's responsibility to verify that each subcontractor (sub-consultant) it proposes to use is an eligible firm or person. The City will not approve a subcontractor whose name appears on the list. The City shall neither accept nor be liable for any increase in costs, or other expenses, delay, loss, or subsequent ineligibility to contract with the City, incurred by a contractor as a result of the City rejecting any proposed person, firm, partner, principal,

affiliate, subcontractor or supplier that is debarred or suspended after the submission of a bid, proposal, or other communication leading to a contract, but before the approval or award of the contract.

- c. **Assignment.** Rumpke shall not assign or transfer Rumpke's interest in this Agreement without the prior written consent of the City.

6. COMPLIANCE WITH LAWS, REGULATIONS, AND PROGRAMS

- a. **Generally.** Rumpke in the performance of services under this Agreement shall comply with all applicable statutes, ordinances, regulations, and rules of the federal government, the State of Ohio, the County of Hamilton, and the City of Cincinnati.
- b. **Equal Employment Opportunity Program.** This Agreement is subject to the City's Equal Employment Opportunity Program contained in Chapter 325 of the Cincinnati Municipal Code. Said chapter is hereby incorporated by reference into this Agreement.
- c. **Small Business Enterprise and Local Business Enterprise Programs.**
 - i. This Agreement is subject to the provisions of the Small Business Enterprise and Local Business Enterprise Programs contained in Chapter 323 of the Cincinnati Municipal Code. Section 323-99 of the Cincinnati Municipal Code is hereby incorporated into this Agreement.
 - ii. Details concerning this program can be obtained from the Department of Economic Inclusion, Two Centennial Plaza, 805 Central Avenue, Suite 610, Cincinnati, Ohio 45202, (513) 352-3144.
 - iii. The City has an aspirational goal that 30% of its total dollars spent for construction and 15% of its total dollars spent for supplies/services and professional services be spent with Small Business Enterprises (SBEs), which include SBEs owned by minorities and women. If Rumpke is authorized by the City to subcontract any work under this Agreement, Rumpke will utilize its best efforts to meet those goals by subcontracting with SBEs certified by the City who will be performing a commercially useful function under this Agreement.
 - iv. A list of certified firms may be obtained from searching the City's Certified Directory, a link to which is included on the Department of Economic Inclusion's webpage (<http://www.cincinnati-oh.gov/inclusion/>). Rumpke may refer firms interested in consideration for certification eligibility to the on-line application at: (<https://cincinnati.diversitycompliance.com/FrontEnd/StartCertification.asp?TN=cincinnati&XID=7672>).
 - v. Rumpke shall utilize best efforts, as defined in the Rules and Regulations adopted under Chapter 323, to recruit and maximize the participation of all qualified segments of the business community in supplies and subcontracting work, including the utilization of small, small local, emerging local, minority, and women business enterprises.
 - vi. If Rumpke hires or engages another party who then subcontracts work under this Agreement, Rumpke agrees to include in its contract with such party a requirement

that said party take the affirmative steps required by the Rules and Regulations adopted under Chapter 323 when advertising and awarding such subcontracts.

d. Subcontracting Reporting

- i. Prior to commencement of its duties under this Agreement, Rumpke shall provide to the City, through the Department of Economic Inclusion, a report listing all of the contractors and subcontractors for the project, including information as to owners, dollar value of the contract or subcontract, and other information that may be deemed necessary by the City Manager. The report must be updated monthly by the 15th.
- ii. Rumpke shall enter all reports required in this subsection at the City's online reporting site, generally referred to as VCCS, or any successor site or system the City uses for this purpose. Upon execution of this Agreement, Rumpke shall contact the Department of Economic Inclusion to obtain instructions, the proper internet link, login information, and password to access the site and set up the necessary reports.
- iii. Rumpke must periodically document its best efforts and affirmative steps to meet the participation goals set forth in this Agreement, by notarized affidavits executed in a form acceptable to the City, submitted upon the written request of the City. The City may review records and documentation relevant to the affidavits. If affidavits are found to contain false statements, the City may prosecute Rumpke pursuant to Section 2921.12, Ohio Revised Code.
- iv. If Rumpke does not purchase supplies or enter into subcontracts for the performance of services or construction of improvements under the contract, the subcontracting reporting requirements of this section do not apply.

e. Living Wage Provisions

- i. This Agreement is subject to the Living Wage provisions of the Cincinnati Municipal Code. The provisions require that, unless specific exemptions apply or a waiver is granted, all employers (as defined) under service contracts with the City shall pay a minimum wage to employees (as defined) of \$15.52 per hour for full-time employees (as defined), \$12.13 per hour for part-time or seasonal employees (as defined) provided with health benefits (as defined) by their employer, or \$13.68 per hour for part-time or seasonal employees (as defined) who are not provided health insurance (as defined) by their employer. Such rate shall be adjusted annually pursuant to the terms of the Municipal Code.
- ii. The requirements of this provision apply to Rumpke as well as any subcontractors performing services under this Agreement. Language indicating the subcontractors' agreement to comply with this provision shall be included in the contracts between Rumpke and its subcontractors. A copy of such subcontracts or other such agreements shall be submitted to the City.
- iii. Under the Living Wage provisions, the City shall have the authority, under appropriate circumstances, to terminate this Agreement and to seek other remedies.

f. Wage Enforcement. This Agreement is or may be subject to the Wage Enforcement provisions of the Cincinnati Municipal Code. These provisions require that any person

who has an agreement with the City or with a contractor or subcontractor of a person who has an agreement with the City shall report all complaints or adverse determinations of Wage Theft and Payroll Fraud (as defined in Chapter 326 of the Cincinnati Municipal Code) against the person, contractor, or subcontractors to the Department of Economic Inclusion within 30 days of notification of the complaint or adverse determination. Under the Wage Enforcement provisions of Chapter 326, the City shall have the authority, under appropriate circumstances, to terminate this Agreement and to seek other remedies.

- g. SuperJobs Center Employment Postings Per Ordinance No. 238-2010.** If this Agreement is for the provision of construction services, this Agreement is subject to the SuperJobs Center Employment Postings requirement established in Ordinance 238-2010 as follows: To the extent allowable by law, Rumpke shall use its best effort to post available employment opportunities within Rumpke's organization or the organization of any subcontractor working with Rumpke with the SuperJobs Center, 1916 Central Parkway, Cincinnati, Ohio 45214-2305, through its Business Services Unit Manager at 513-458-6599.

7. CERTIFICATION AS TO NON-DEBARMENT

Rumpke certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the transaction covered by this Agreement. Rumpke acknowledges and agrees that if he or it or its principals is/are presently debarred then he/it shall not be entitled to compensation under this Agreement and that he/it shall promptly return to the City any funds received pursuant to this Agreement. In such event, any materials received by the City pursuant to this Agreement shall be retained as liquidated damages.

8. RUMPKE'S INSURANCE AND INDEMNIFICATION

- a. Workers' Compensation.** Rumpke shall secure and maintain such insurance as will protect Rumpke from claims under the Workers' Compensation Laws.
- b. General Liability Insurance.** Rumpke shall secure and maintain such general liability insurance as will protect Rumpke from claims for bodily injury, death, or property damage which may arise from the performance of Rumpke's services under this Agreement, with a combined single limit for bodily injury and property damage liability of a minimum of \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate. The City shall be named as an additional insured and the policy shall contain a waiver of subrogation in favor of the City. Rumpke shall notify the City in writing at least 90 days prior to Rumpke's cancellation of any insurance policy. Rumpke shall notify the City in writing within five days of notice from the insurer of insurer's intent to cancel or not renew any policy required under this Agreement.
- c. Indemnification of the City.** Rumpke shall indemnify, defend and save the City, its agents, and employees harmless from and against any and all losses, damages, settlements, costs, charges, professional fees, or other expenses or liabilities of every kind

and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of action of every kind and character in connection with or arising directly or indirectly out of errors or omissions or negligent acts by Rumpke including by Rumpke's employees and agents in the performance of this Agreement.

9. TERMINATION; NON-PERFORMANCE

- a. **Termination by the City.** The City may terminate this Agreement at any time for any reason upon seven days' written notice to Rumpke. In the event of termination of this Agreement, Rumpke shall be paid Rumpke's compensation for services satisfactorily completed up to the termination date as determined in accordance with Exhibit A attached hereto.
- b. **Termination for Non-Performance**
 - i. If through any cause, Rumpke shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if Rumpke shall violate any of the covenants or agreements of this Agreement, the City shall have the right to terminate this Agreement by giving written notice to Rumpke specifying the effective date of the termination, at least five (5) days before such effective date. In such event, all finished or unfinished documents, data, studies, reports, and/or information prepared by Rumpke under this Agreement shall, at the option of the City, become the City's property.
 - ii. In the event of termination due to the fault of Rumpke, Rumpke shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Agreement by Rumpke, and the City may withhold any payments otherwise due but not yet paid to Rumpke for the purpose of set-off until such time as the exact amount of damages due the City from Rumpke is determined. The City reserves the right to use any other legal or financial remedies to recover all or part of the City's prior payments to Rumpke if the damages sustained by City as a result of Rumpke's default are greater than may be satisfied through setoff. The City also reserves the right in the event of non-performance of this Agreement to prohibit or limit any future contractual relationships with Rumpke, either directly or indirectly.
- c. **Alternatives to Termination.** In the event Rumpke fails to fulfill the terms and conditions of this Agreement in a timely and diligent manner, the City reserves the right, at its sole option, as an alternative to termination of the Agreement, to reduce the services required herein of Rumpke and to reduce the projected budget in a manner which reflects such a reduction, by giving notice of such in writing, stating the date such reduction will become effective.

10. OWNERSHIP OF PROPERTY

Rumpke agrees that at the expiration or in the event of any termination of this Agreement that any memoranda, maps, drawings, working papers, reports, and other similar documents produced

in connection with this Agreement shall become the property of the City, and Rumpke shall promptly deliver such items to the City. Rumpke may retain copies for its records.

11. CONFLICT OF INTEREST

- a. Disclosure.** Rumpke hereby covenants that it has disclosed any information that it possesses about any business relationship or financial interest that said Rumpke has with a City employee, employee's business, or any business relationship or financial interest that a City employee has with Rumpke or in Rumpke's business.
- b. Employee Or Agent Of City.** Rumpke agrees that no officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the planning and carrying out of the services under this Agreement, nor any immediate family member or close business associate of such officer, employee, or agent of the City, or any organization which is about to employ any such person, shall have any personal financial interest, direct or indirect, in Rumpke or in this Agreement, and Rumpke shall take appropriate steps to assure compliance with this provision.
- c. Subcontractors.** Rumpke agrees that it will not contract with any subcontractor in which it has any personal financial interest, direct or indirect. Rumpke further covenants that neither it nor any of its contractors or subcontracts shall employ any person in the performance of this Agreement in violation of this Section.

12. INDEPENDENT CONTRACTOR

Rumpke shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant, or employee of the City. Rumpke shall have exclusive control of and the exclusive right to control the details of the services and work performed hereunder and all persons performing the same and shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors, and subcontractors, if any. Nothing herein shall be construed as creating a partnership or joint venture between the City and Rumpke. No person performing any of the work or services described hereunder shall be considered an officer, agent, servant, or employee of the City, nor shall any such person be entitled to any benefits available or granted to employees of the City.

13. CONFIDENTIALITY

Rumpke, its agents, and its employees will keep and retain any and all information and records received from the City or generated under this Agreement in strictest confidence and will neither use such information or records nor disclose such information or records to anyone without the explicit written permission of the City through the City Manager or his designee. Rumpke warrants that it has and will continue to have safeguards in place to assure that Rumpke, its agents, and its employees keep such information and records confidential. Rumpke immediately shall notify the City if Rumpke receives any request for records that may be governed by Ohio Revised Code § 149.43 and related sections of the Ohio Revised Code.

13. REPORTS, INFORMATION, AND AUDITS

Rumpke, at such time and in such form as the City may require, shall furnish the City such reports as may be requested pertaining to the services undertaken pursuant to this Agreement, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Agreement. Rumpke shall retain all financial and administrative records for a minimum of three years following completion of the Agreement and shall permit the City or any of its representatives or auditors access to such records at no cost to the City.

14. PROPRIETARY MATERIALS

- a. The City acknowledges that in the course of performing services, Rumpke may use products, materials, or proprietary methodologies. The City agrees that it shall have or obtained no rights in such proprietary products, materials, and methodologies except pursuant to a separate written agreement executed by the parties.
- b. Rumpke acknowledges that in the course of performing services for the City, the materials and information obtained, used, and/or produced for the City are the exclusive properties of the City and may not be disseminated in any manner without prior written approval of the City.

15. NOTICES

All notices required under this Agreement shall be personally served or sent by U.S. mail, postage prepaid, addressed to the parties as follows:

To the City:

Jerry L. Wilkerson Jr.
Director
Department of Public Services
3300 Colerain Avenue
Cincinnati, Ohio 45225

To Rumpke:

William Rumpke
President
Rumpke Sanitary Landfill, Inc.
10795 Hughes Road
Cincinnati, Ohio 45251

16. WAIVER

This Agreement shall be construed in a manner that a waiver of any breach of any provision of this Agreement shall not constitute or operate as a waiver of any other breach of such provision or of any other provisions, nor shall any failure to enforce any provision hereof operate as a

waiver of such provision or of any other provision.

17. LAW TO GOVERN

This Agreement is entered into and is to be performed in the State of Ohio. The City and Rumpke agree that the law of the State of Ohio shall govern the rights, obligations, duties and liabilities of the parties to this Agreement and shall govern the interpretation of this Agreement without regard to choice of law and conflicts of law principles.

18. FORUM SELECTION

Rumpke and its successors and assigns acknowledge and agree that all state courts of record sitting in Hamilton County, Ohio, shall be the exclusive forum for the filing, initiation, and prosecution of any suit or proceeding arising from or out of, or relating to, this Agreement, or any amendment or attachment thereto, including any duty owed by Rumpke to the City in connection therewith.

19. AMENDMENT

This Agreement may be modified or amended only by a written contract duly executed by the parties hereto or their representatives.

20. ENTIRETY

This Agreement and the Exhibits attached hereto contain the entire contract between the parties as to the matters contained herein. Any oral representations or modifications concerning this Agreement shall be of no force and effect.

18. SEVERABILITY

This Agreement shall be severable, so if any part or parts of this Agreement shall for any reason be held invalid or unenforceable by a court of competent jurisdiction, all remaining parts shall remain binding and in full force and effect.

[Signature page follows.]

EXHIBIT A
SCOPE OF SERVICES and COMPENSATION

A. SOLID WASTE DISPOSAL PRICING

Waste Materials	Solid Waste (\$/Ton)	Construction & Demolition Debris (\$/Ton)
Disposal Rate for Rear Loader Packers ⁽¹⁾	\$27.43	\$27.43
Disposal Rate for Lightening Loaders ⁽¹⁾⁽²⁾	\$40.00	\$40.00

⁽¹⁾ Includes surcharges listed below

⁽²⁾ The City has specialized bulk collection trucks with 20-30 yard open top bed along with an attached boom that allows for the collection of bulky items (couches, mattresses, carpet, etc.) to be collected by one person. The specialized equipment requires the dumping of a loaded truck onto concrete. The City and Rumpke agree to allow the City's specialized boom trucks to empty at the Convenience Center or small truck dumping area. The charge will be \$40.00/ton and will be adjusted on an annual basis in the same fashion as tonnage delivered to the working face of the landfill is adjusted annually.

SURCHARGES

State of Ohio/MSW	\$4.75 per ton
Hamilton County/MSW	\$1.00 per ton
Hamilton County / CD&D (only)	\$1.60 per ton
Colerain Township/MSW	\$0.70 per ton

In the event that Rumpke incurs increased or decreased surcharge fees as a result of imposition of new governmental regulations not in effect at the time of execution of this Agreement and which regulate the payment of fees for disposal, rates will be adjusted by an amount commensurate with the changed surcharge fee. Such adjustment will be effective as of the date the new surcharge fee goes into effect. Rumpke will notify the City at least thirty days in advance of the effective date of the surcharge adjustment.

B. TIRE COLLECTION PRICING

Rumpke shall provide pickup of tires. Prices below include all transportation and disposal charges from West Fork facility at 3320 Millcreek Road, Cincinnati, OH 45223. Tires shall be collected within five (5) business days from Rumpke's receipt of notice to pick up tires.

QTY	UNIT	Description	Price Each
24,000	EA	Tires up to 18" - with no rim	\$1.75
5,000	EA	Tires up to 18" - with rim	\$3.50
300	EA	Light Truck Tires over 18" - no rim	\$4.50
100	EA	Light Truck Tires over 18" - with rim	\$9.00
20	EA	Farm Tractor tires - no rim	\$20.00
10	EA	Farm Tractor tires - with rim	\$40.00
10	EA	Heavy Truck Tires over 18" - no rim	\$11.00
10	EA	Heavy Truck Tires over 18" - with rim	\$16.50
10	EA	Loader tires	\$50.00
1	EA	Bobcat Tires - on rim	\$4.00
1	EA	Bobcat Tires - with rim	\$8.00
1	EA	Floater - no rim	\$11.00
1	EA	Floater - with rim	\$22.00

C. YARDWASTE DISPOSAL PRICING

SECTION NO. 1: FACILITY TO ACCEPT YARD WASTE

QTY	Unit	Description	Unit Price	Ext. Total
625	EA	Yard waste delivered by City Trucks to Rumpke's facility	\$134.58	\$84,112.50
0	EA	Cost per 20 yard refuse packer truck		
0	EA	Cost per 25 yard refuse packer truck		

SECTION NO. 2: ROLL OFF CONTAINERS

The price for roll off containers for emergency storm debris or other special program use includes delivery of containers by Rumpke to any location in the City limits, removal of loaded containers, and disposal of yard waste at Rumpke's compost facility. The majority of these containers will be delivered to the West Fork Yard. The City will load the containers.

QTY	Unit	Description	Unit Price	Ext. Total
50	Load	Haul 20 Yard Roll Off ⁽²⁾	\$285.00 ⁽¹⁾⁽³⁾	\$14,250.00
50	Load	Haul 40 Yard Roll Off ⁽²⁾	\$285.00 ⁽¹⁾⁽³⁾	\$14,250.00

⁽¹⁾All roll off containers include 6 tons. Any roll off over 6 tons will be charged an additional \$32.00 per ton over six (6) tons.

⁽²⁾ All roll off containers will be charged \$1.00 per day lease rate for \$30.00 per month lease rate, in addition to haul rates and disposal charged if applicable.

⁽³⁾ All Roll Off rates are for yard waste, CD&D or MSW loads

D. RENTAL AND PICKUP OF TRASH CONTAINERS PRICING

SCOPE OF WORK

Rumpke will provide weekly front-loader collection service for City owned and operated facilities with front-loading boxes between the hours of 7:00 a.m. and 5:00 p.m., Monday through Friday. The service provided to any particular service location will be on the same day of the week, each week, except during weeks of holidays recognized by Rumpke or City, in which case weekly service will be no more than one day later than normal following the holiday.

Service location routes may be designed in any manner deemed to be most efficient by the Rumpke, provided that no location will be serviced before the hour of 7:00 a.m. or after 5:00 p.m. and no location will be serviced on Saturday or Sunday except that Saturday service will be allowed during holiday weeks.

Rumpke will service the container with minimal amount of backing and jockeying of equipment, the least possible noise or other disturbance, and without generating litter or other nuisances.

Any litter or other nuisances such as oil spills or noisome liquids caused by Rumpke, whether through emptying a container or otherwise shall be promptly cleaned by Rumpke.

When any accumulation surrounds a particular container and Rumpke is requested to do so, Rumpke's vehicle will remain at the location until such waste is loaded into the container and will then re-empty the container.

Rumpke's vehicle shall in no case be required to remain at such a location longer than is

reasonable to have the excess waste loaded quickly into the container. Rumpke will report any location with excess waste surrounding the container to the contact person for that location within 24 hours.

Rumpke will dispose of all collected waste in an environmentally sound manner that complies with any and all present or future applicable Federal, State, County and City laws, regulations or ordinances and any and all present or future regulations set forth by the State, County or City Health Boards.

It shall be the duty of Rumpke to determine the routes and collection schedules for the service to be provided. Rumpke shall provide each City department with weekday schedules of the collection routes and keep such information current at all times.

In the event of changes in routes or schedules that will alter the day of collection, it shall be the duty of the Rumpke to notify all parties affected. All routing and schedules will also be subject to the City's approval which will not be unreasonably withheld.

Rumpke shall establish a local office or facility, not necessarily within the City limits, through which contact can be made. Such office shall be equipped with adequate telephone lines, shall have at least one responsible person in charge and present during collection hours, and shall be open during all collection hours.

Rumpke shall receive and respond to all complaints regarding services provided under this contract. Any complaints received by the City will be directed to Rumpke's office. Should a complaint go unresolved for longer than three (3) days, the City will have the right to demand an explanation or resolution to its satisfaction.

Rumpke will report to the City any major property damage, bodily injury or death involving the Rumpke's equipment while in performance of the scope of work outlined in this document.

Property damage shall be reported within 24 hours of occurrence. Injuries or deaths shall be reported within one hour. This does not excuse Rumpke from the responsibility of reporting such occurrences to local safety, fire, or law enforcement agencies as required by law or to property owners affected by such occurrences. It does not in any way indicate or imply responsibility on the part of the City for such occurrences caused by Rumpke.

In the event that a regularly scheduled collection is missed and a complaint received by either the City or Rumpke, and where no fault can be found on the City facility part, Rumpke shall provide a special collection of the service location within 24 hours of the notification of the complaint. In the event that the City is responsible for the missed regularly scheduled collection, Rumpke will collect the service location within three (3) work days of notification when requested by the City to do so.

The City will only request such service in extraordinary situations where health hazards, nuisances, or hardship may occur if the container is left unserviced and where the container is not unserviceable at the time of the request.

E. RENTAL AND PICKUP OF TRASH CONTAINERS: VARIOUS DEPARTMENTS

HEALTH DEPARTMENT - 3101 Burnet Avenue, Cincinnati, OH 45229

Location	Service	Currently City Owned Containers	Pricing for City owned Dumpsters	Pricing for Offeror Owned Dumpsters
1525 Elm St.	8yd. FL 3X Wk.	N	\$207.52	\$207.52
3101 Burnett Ave.	8yd. FL 2X Wk.	N	\$138.30	\$138.30
2136 W. 8th St.	4yd. FL 3X Wk.	N	\$121.76	\$121.76
3917 Spring Grove Ave.	8yd. FL 1X Wk.	N	\$60.08	\$60.08
3845 Dooley Bypass	4yd. FL 1X Wk.	N	\$39.57	\$39.57
1005 Walnut Street	95-Gal Carts 1x Wk	N	\$21.46	\$21.46
	95-Gal Carts 1x Wk	N	\$21.46	\$21.46
2750 Beekman St	8yd FL 1x Wk	N	\$60.08	\$60.08

FIRE DIVISION - 430 Central Avenue, Cincinnati, OH 45202

Location	Service	Currently City Owned Containers	Pricing for City owned Dumpsters	Pricing for Offeror Owned Dumpsters
1668 Blue Rock Rd.	8yd. FL 1X Wk.	N	\$60.08	\$60.08
430 Central Ave.	8yd. FL 1X Wk.	Y	\$60.08	\$60.08
650 Forest	8yd. FL 1X Wk.	Y	\$60.08	\$60.08
564 W. Liberty	8yd. FL 1X Wk.	Y	\$60.08	\$60.08
1623 Madison	8yd. FL 1X Wk.	Y	\$60.08	\$60.08
4379 Reading Rd	8yd. FL 1X Wk.	Y	\$60.08	\$60.08
3001 Spring Grove Ave.	8yd. FL 1X Wk.	Y	\$60.08	\$60.08
	6yd Recy EOW	N	\$38.96	\$38.96
2131 State Ave.	8yd. FL 1X Wk.	Y	\$60.08	\$60.08
2814 Vine St.	8yd. FL 1X Wk.	Y	\$60.08	\$60.08
329 E 9th St	4yd 1x Wk	Y	\$39.54	\$39.54
2487 Harrison	4yd FL 1x Wk	N	\$39.54	\$39.54
1998 Millcreek	3yd FL 1x Wk	N	\$29.66	\$29.66
2101 W 8th St	3yd RL 1x	N	\$29.66	\$29.66
478 Wilmer	8yd. FL 1X Wk.	Y	\$60.08	\$60.08
18 E. Seymour	8yd FL 1X Wk	Y	\$60.08	\$60.08

4526 Glenway	4yd RL - 1x Wk	N	\$39.54	\$39.54
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WATER WORKS - 4747 Spring Grove Avenue, Cincinnati, OH 45232

Location	Service	Currently City Owned Containers	Pricing for City owned Dumpsters	Pricing for Offeror Owned Dumpsters
4747 Spring Grove	8yd. FL 2X Wk.	N	\$138.30	\$138.30
	8yd. FL 2X Wk.	N	\$138.30	\$138.30
2545 Eastern Ave.	8yd. FL 1X Wk.	N	\$60.08	\$60.08
6800 E River Rd.	3yd. FL 1X Wk.	N	\$29.66	\$29.66
	3yd. FL 1X Wk.	N	\$29.66	\$29.66
5651 Kellogg Ave.	8yd. FL 2X Wk.	N	\$138.30	\$138.30
	8yd. FL 1X Wk.	Y	\$60.08	\$60.08

SEWER DISTRICT - 1600 Gest Street, Cincinnati, OH 45204

Location	Service	Currently City Owned Containers	Pricing for City owned Dumpsters	Pricing for Offeror Owned Dumpsters
MSD Plant - 1600 Gest St.	8yd. FL 1X Wk.	Y	\$60.08	\$60.08
	8yd. FL 1X Wk.	Y	\$60.08	\$60.08
	8yd. FL 1X Wk.	Y	\$60.08	\$60.08
	8yd. FL 1X Wk.	Y	\$60.08	\$60.08
	8yd. FL 1X Wk.	Y	\$60.08	\$60.08
	8yd. FL 1X Wk.	Y	\$60.08	\$60.08
	8yd. FL 1X Wk.	Y	\$60.08	\$60.08
	8yd. FL 1X Wk.	Y	\$60.08	\$60.08
	8yd. FL 1X Wk.	Y	\$60.08	\$60.08
	8yd FL Recy 1X Wk	N	\$51.34	\$51.37
Little Miami - 225 Wilmer	6yd FL 1x Wk	N	\$51.34	\$51.34
	8yd. FL 1X Wk.	N	\$60.08	\$60.08
MSD - 225 W. Galbraith	6yd. FL 3X Wk.	N	\$207.52	\$207.52
	6yd FL-Cardboard 1x	N	\$53.78	\$53.78
Muddy Creek - 6125 River Rd.	6yd. FL 1X Wk.	N	\$51.87	\$51.87
Woodrow MSD Plant - 1081 Woodrow	8yd. FL 2X Wk.	Y	\$138.30	\$138.30
	8yd. FL 2X Wk	N	\$138.30	\$138.30
	8yd Recycle - 1x	N	\$53.64	\$53.64
Sycamore Creek 9273 Old Remington Rd.	3yd. FL 1X Wk.	N	\$29.66	\$29.66
	3yd. FL 1X Wk.		\$29.66	\$29.66

	4yd FL 2x Wk	N	\$79.02	\$79.02
Taylor Creek - Harrison & E Miami River	3yd. FL 1X Wk.	N	\$29.66	\$29.66

SEWER DISTRICT - 1600 Gest Street, Cincinnati, OH 45204 (cont.)

Location	Service	Currently City Owned Containers	Pricing for City owned Dumpsters	Pricing for Offeror Owned Dumpsters
Polk Run - 9744 E Kemper Rd.	4yd. FL 1X Wk.	N	\$39.54	\$39.54

POLICE DIVISION - 310 Ezzard Charles Drive, Cincinnati, OH 45214

Location	Service	Currently City Owned Containers	Pricing for City owned Dumpsters	Pricing for Offeror Owned Dumpsters
3295 Erie Ave.	8yd. FL 1X Wk.	Y	\$60.08	\$60.08
310 Ezzard Charles	8yd. FL 2X Wk.	N	\$138.30	\$138.30
	8yd. FL 2X Wk.	N	\$138.30	\$138.30
1012 Ludlow	8yd. FL 1X Wk.	N	\$60.08	\$60.08
4150 Reading Rd.	8yd. FL 1X Wk.	N	\$60.08	\$60.08
3524 Spring Grove Ave.	8yd. FL 1X Wk.	N	\$60.08	\$60.08
3201 Warsaw	8yd FL 1X Wk	N	\$60.08	\$60.08
800 Evans St.	1-8yd. FL 1X Wk.	N	\$60.08	\$60.08
	1-8yd. FL 1X Wk.	N	\$60.08	\$60.08
10139 Spartan	6yd. FL 2X Wk.	N	\$103.71	\$103.71
1201 Stock Ave	8yd FL 2X Wk	N	\$138.30	\$138.30
2300 Ferguson Rd	8yd FL 1x Wk	N	\$60.08	\$60.08
2000 Radcliff	8yd FL 2X Wk	N	\$138.30	\$138.30
801 Linn	8yd FL 3X Wk	N	\$207.52	\$207.52

FLEET SERVICES - 1160 Bates Avenue, Cincinnati, OH 45225

Location	Service	Currently City Owned Containers	Pricing for City owned Dumpsters	Pricing for Offeror Owned Dumpsters
1106 Bates Avenue	8yd FL 1X Wk	Y	\$60.08	\$60.08
	8yd FL 1X Wk	Y	\$60.08	\$60.08
	8yd FL 1X Wk	Y	\$60.08	\$60.08

PARKS DIVISION - 3320 Millcreek Road, Cincinnati, OH 45223

Location	Service	Currently City Owned Containers	Pricing for City owned Dumpsters	Pricing for Offeror Owned Dumpsters
2080 Sinton	8yd FL - 1X Wk	N	\$60.08	\$60.08
3046 Westwood Northern	8yd FL - 1X Wk	N	\$60.08	\$60.08
701 Tusculum	8yd FL - 1X Wk	N	\$60.08	\$60.08
5083 Colerain Ave	8yd FL - 1X Wk	N	\$60.08	\$60.08
	8yd FL - 1X Wk	N	\$60.08	\$60.08
380 Elberon	8yd FL - 1X Wk	N	\$60.08	\$60.08
3700 Observatory	8yd FL - 1X Wk	N	\$60.08	\$60.08
	8yd FL - 1X Wk	N	\$60.08	\$60.08
3012 Section Road	8yd FL - 1X Wk	N	\$60.08	\$60.08
7000 Warder	8yd FL - On-Call (Per Pickup)	Y	\$57.06	\$57.06
380 Elberon	8yd FL 1X Wk	N	\$60.08	\$60.08
2080 Sinton	8yd FL 1X Wk	Y	\$60.08	\$60.08
1715 Republic St	8yd RL 2X Wk	N	\$138.30	\$138.30
1501 Eden Park Dr	4yd RL 3x	N	\$118.56	\$118.56
1501 Eden Park Dr	4yd RL 1x	N	\$39.54	\$39.54
425 Oak St	8yd FL 1x	N	\$60.08	\$60.08
8 E Mehring Way	(10) - 65-Gal Trash Carts - 3X Wk	Y	\$289.98	\$289.98

AVIATION SERVICES - 262 Wilmer Avenue, Cincinnati, OH 45226

Location	Service	Currently City Owned Containers	Pricing for City owned Dumpsters	Pricing for Offeror Owned Dumpsters
Lunken Airport	8yd FL 1X Wk	N	\$60.08	\$60.08

COMMUNICATIONS -- 1106 Bates Avenue

Location	Service	Currently City Owned Containers	Pricing for City owned Dumpsters	Pricing for Offeror Owned Dumpsters
1106 Bates Avenue	8yd FL On-Call	Y	\$57.06	\$57.06

RECREATION COMMISSION – 3320 Millcreek Road, Cincinnati, OH 45223

Location	Service	Currently City Owned Containers	Pricing for City owned Dumpsters	Pricing for Offeror Owned Dumpsters
Sawyer Point (Bills Separately)	8yd FL - 2x Wk	N	\$138.30	\$138.30
	8yd FL - 2x Wk	N	\$138.30	\$138.30
	8yd FL - 2x Wk	N	\$138.30	\$138.30
	8yd FL - 2x Wk	N	\$138.30	\$138.30
	8yd FL - 2x Wk	N	\$138.30	\$138.30
	8yd FL - 2x Wk	N	\$138.30	\$138.30
2400 Beekman	8yd - 1x Wk	N	\$60.08	\$60.08
Saylor Park Rec Center 6720 Home City Ave	8yd FL - 1x Wk	N	\$60.08	\$60.08
Corryville Rec Center 2823 Eden Avenue	6yd FL - EOW	N	\$25.96	\$25.96
	6yd Comm EOW	N	\$45.66	\$45.64
Airport Play Field	8yd FL - 2x Wk	Y	\$138.30	\$138.30
	8yd FL - 2x Wk	Y	\$138.30	\$138.30
Millvale Rec Center 3303 Beekman St	8yd FL - 3x Wk	N	\$207.52	\$207.52
Recreation Maintenance 1953 Losantiville	8yd FL - 2x Wk	N	\$138.30	\$138.30
	8yd FL - 2x Wk	N	\$138.30	\$138.30
College Hill Rec Center 5545 Belmont Ave	8yd FL - 1x Wk	N	\$60.08	\$60.08
	6yd Comm EOW	N	\$45.64	\$45.64
N. Avondale Community Center - Clinton Springs	8yd FL - 2x Wk	N	\$138.30	\$138.30
McKee Rec Center 1566 Chase	8yd FL - 1x Wk	N	\$60.08	\$60.08
Bond Hill Rec Center 1501 Elizabeth	8yd FL - 1x Wk	N	\$60.08	\$60.08
Westwood Town Center 3428 Epworth	8yd FL - 1x Wk	N	\$60.08	\$60.08
Dunham Rec Center 4356 Dunham Ln	8yd FL - 1x Wk		\$60.08	\$60.08
	8yd FL - 1x Wk		\$60.08	\$60.08
	8yd FL - 1x Wk		\$60.08	\$60.08
	8yd CU 1x wk	N	\$60.08	\$60.08
Price Hill Community Center - 959 Hawthorne	8yd FL - 2x Wk	N	\$138.30	\$138.30

RECREATION COMMISSION -- 3320 Millcreek Road, Cincinnati, OH 45223 (cont)

Location	Service	Currently City Owned Containers	Pricing for City owned Dumpsters	Pricing for Offeror Owned Dumpsters
Myron Bush Rec Center 2640 Kemper Ln	8yd FL - 1x Wk	N	\$60.08	\$60.08
Lincoln Community Rec Center - 1027 Linn St	8yd FL - 1x Wk	N	\$60.08	\$60.08
Clifton Community Center - 320 McAlpin	8yd FL - 1x Wk	N	\$60.08	\$60.08
Public Landing	8yd FL - 1x Wk	N	\$60.08	\$60.08
Leblond Rec Center 2335 Eastern Ave	8yd FL - 1x Wk	N	\$60.08	\$60.08
Oakley Community Center - 3882 Paxton	8yd FL - 1x Wk	N	\$60.08	\$60.08
Hirsch Rec Center 3630 Reading Road	8yd FL - 2x Wk	N	\$138.30	\$138.30
Pleasant Ridge 5915 Ridge Road	8yd FL - 2x Wk	N	\$138.30	\$138.30
Evanston Community Center - 3204 Woodburn	8yd FL - 2x Wk	N	\$138.30	\$138.30
Winton Hills Rec Center 5170 Winneste Ave	8yd FL - 1x Wk	N	\$60.08	\$60.08
Hartwell Community Ctr 8275 Vine St	8yd FL - 1x Wk	N	\$60.08	\$60.08
Madisonville Center 5320 Stewart	8yd FL - 1x Wk	N	\$60.08	\$60.08
Mt. Auburn Community Center - 270 Southern	8yd FL - 1x Wk	N	\$60.08	\$60.08
Otto Armleder Park 5057 Wooster Pk	8yd FL - 1x Wk	N	\$60.08	\$60.08
Riverside Park 3540 Southside	1-8yd FL - 2x Wk	N	\$138.30	\$138.30
Mt. Washington Rec 1715 Beacon St	1-8yd FL - 1x Wk	N	\$60.08	\$60.08

DEPT OF TRADE & DEVELOPMENT - 805 Central Ave, Cincinnati, OH 45202

Location	Service	Currently City Owned Containers	Pricing for City owned Dumpsters	Pricing for Offeror Owned Dumpsters
920 Curtis St	1-8yd FL - 1x Wk	N	\$60.08	\$60.08
Madisonville Shopping Ctr 5818 Madison Rd	1-8yd FL - 2x Wk	N	\$138.30	\$138.30

ADDITIONAL RATES

OTHER SERVICES	RATE
95 Gallon Trash Cart 1x Week Pick Up	\$11.00/Mo.
95 Gallon Trash Cart 2x Week Pick Up	\$22.00/Mo.
95 Gallon Recy Cart 1x Week Pick Up	\$10.00/Mo.

EXTRA CHARGES	PICKUP	RATE
3 Yard Container		\$40/PU
4 Yard Container		\$46/PU
6 Yard Container		\$51/PU
8 Yard Container		\$57/PU

F. ESCALATOR

Effective February 1, 2020, and in each year of the term and any extensions of this Agreement, the payment from the City to Rumpke may be adjusted by the lower of 100% (one hundred percent) of the percentage change in the Consumer Price Index-All Urban Consumers for the Metropolitan Cincinnati Area or 3% (three percent).

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates reflected below.

CITY OF CINCINNATI

RUMPKE SANITARY LANDFILL, INC.

By: [Signature]

Patrick A. Duhaney
City Manager

Date: 2/20 2019

By: [Signature]

Print Name: William J. Rumpke, Jr.

Its: President

Date: February 20, 2019

RECOMMENDED BY:

[Signature]
Jerry L. Wilkerson, Jr.
Director of Department of Public Services

APPROVED BY DEPARTMENT OF ECONOMIC INCLUSION:

[Signature]
Markiea L. Carter, Director

APPROVED AS TO FORM:

[Signature]
Assistant City Solicitor

CITY PURCHASING APPROVAL:

[Signature]
Bobbi Hageman, Chief Procurement Officer


CERTIFICATION OF FUNDS:

Date: 2/20/2019
Funding: ~~CERTIFICATION OF FUNDS NOT REQUIRED~~
Amount: Pending DO Approval

[Signature]
Reginald Zeno, Finance Director



Date: February 26, 2019

To: Patrick Duhaney, City Manager
From: Bobbi Hageman, Chief Procurement Officer 
Copies: File
Subject: **DPS Contract Documents for Signature**

This correspondence is to provide my confirmation that the following procurement enclosed in this package for your signature has either been approved by the Procurement Review Team (PRT) or is a procurement that falls outside the purview of Administrative Regulation #62:

- **95xPS03– Rumpke Sanitary Landfill**– The agreement with the contractor is to provide solid waste disposal services with the City. Compensation shall not exceed the amount of services rendered under this agreement in accordance with the fee schedule contained in Exhibit A. The term of the agreement shall expire February 28, 2023. A Recommendation to Award for this agreement was approved by the CM and CPO on January 14, 2019

Please feel free to contact me should you have any questions via email or x3767.

bh/jh

Account Number	Account Name	InDate/Time	Time	TruckNumber	WasteDescription	Net Tons
1262984	STREET SWEEPER-CITY SL-445	7/19/22	8:52	COC00991	MSW COMMERCIAL	2.86
1262984	STREET SWEEPER-CITY SL-445	7/19/22	8:45	COC10991	MSW COMMERCIAL	5.39
1263056	ROLL OFF-COMM-CINCINNATI SL-449	7/19/22	9:47	COC51610	MSW COMMERCIAL	3.92
1263056	ROLL OFF-COMM-CINCINNATI SL-449	7/19/22	7:55	COC51610	MSW COMMERCIAL	4.83
1262927	DISTRICT-1 CITY OF CINTI SL-1229	7/19/22	13:44	51551-D1	MSW RESIDENTIAL	3.53
1262927	DISTRICT-1 CITY OF CINTI SL-1229	7/19/22	13:40	51549-D1	MSW RESIDENTIAL	5.90
1262927	DISTRICT-1 CITY OF CINTI SL-1229	7/19/22	10:58	51551-D1	MSW RESIDENTIAL	9.37
1262927	DISTRICT-1 CITY OF CINTI SL-1229	7/19/22	13:08	31545-D1	MSW RESIDENTIAL	9.98
1262927	DISTRICT-1 CITY OF CINTI SL-1229	7/19/22	12:45	01549-D1	MSW RESIDENTIAL	10.48
1262927	DISTRICT-1 CITY OF CINTI SL-1229	7/19/22	10:13	51549-D1	MSW RESIDENTIAL	12.00
1262927	DISTRICT-1 CITY OF CINTI SL-1229	7/19/22	14:08	21553-D1	MSW RESIDENTIAL	12.15
1262927	DISTRICT-1 CITY OF CINTI SL-1229	7/19/22	14:27	81554-D1	MSW RESIDENTIAL	12.50
1262927	DISTRICT-1 CITY OF CINTI SL-1229	7/19/22	13:42	81549-D1	MSW RESIDENTIAL	13.49
1262927	DISTRICT-1 CITY OF CINTI SL-1229	7/19/22	13:47	71545-D1	MSW RESIDENTIAL	13.53
1262927	DISTRICT-1 CITY OF CINTI SL-1229	7/19/22	11:38	81546-D1	MSW RESIDENTIAL	13.62
1262927	DISTRICT-1 CITY OF CINTI SL-1229	7/19/22	13:12	01553-D1	MSW RESIDENTIAL	14.10
1262990	DISTRICT 3-CITY OF CINTI SL-447	7/19/22	11:31	21552-D3	MSW RESIDENTIAL	8.64
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1262990	DISTRICT 3-CITY OF CINTI SL-447	7/19/22	12:31	31548-D3	MSW RESIDENTIAL	11.29
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1262993	DISTRICT 2-CITY OF CINTI SL-221	7/19/22	10:50	01548-D2	MSW RESIDENTIAL	11.24
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1262993	DISTRICT 2-CITY OF CINTI SL-221	7/19/22	12:20	11546-D2	MSW RESIDENTIAL	12.54
1262993	DISTRICT 2-CITY OF CINTI SL-221	7/19/22	12:14	11547-D2	MSW RESIDENTIAL	12.62
						363.81
1719 (4)	CINCINNATI***COMPOST*** SL-1719	7/19/22	12:00	YW71563	YARD WASTE/COMPOST	1.67
1719 (4)	CINCINNATI***COMPOST*** SL-1719	7/19/22	11:55	YW21551	YARD WASTE/COMPOST	2.08
1719 (4)	CINCINNATI***COMPOST*** SL-1719	7/19/22	11:49	YW61553	YARD WASTE/COMPOST	2.60
1719 (4)	CINCINNATI***COMPOST*** SL-1719	7/19/22	11:41	YW11553	YARD WASTE/COMPOST	3.49
1719 (4)	CINCINNATI***COMPOST*** SL-1719	7/19/22	12:17	YW01547	YARD WASTE/COMPOST	4.25
1719 (4)	CINCINNATI***COMPOST*** SL-1719	7/19/22	11:40	YW71562	YARD WASTE/COMPOST	4.50
1719 (4)	CINCINNATI***COMPOST*** SL-1719	7/19/22	11:51	YW01546	YARD WASTE/COMPOST	5.27
						23.86
Summary						387.67

Jul 20, 2022

1

7:00:00 AM

Hamilton County Waste Composition Study, 2018

Hamilton County Recycling and Solid Waste District
A Division of the Department of Environmental Services
250 William Howard Taft Road
Cincinnati, Ohio 45219

SCS ENGINEERS

02218032.00 | January 8, 2019

11260 Roger Bacon Drive
Suite 300
Reston, Virginia, 20190
703-471-6150

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1 INTRODUCTION

Hamilton County of Ohio (the County) contracted with SCS Engineers (SCS) to conduct a waste composition analysis of residential waste generated within the county. The primary objectives of the study are as follows:

- To estimate types and quantities of recyclable waste components in the residential waste stream; and
- To identify opportunities for increasing waste stream diversion

The basis for this waste characterization consists of two sampling events, conducted at the Rumpke Landfill. The data generated by the field activities will be used by the County to develop long-term waste management strategies and to evaluate the effectiveness of current recycling programs. This report presents the data collected during the June and November 2018 field activities.

The remaining sections of this report are organized as follows:

- Section 2 describes field classification and sampling methods.
- Section 3 presents project data and results gathered from the study.

2 METHODS

This section summarizes methods used to characterize the residential waste stream generated in Hamilton County. Sorting activities for the study took place during two phases: three-day field efforts conducted in June 2018 and November of 2018. Waste characterization activities were performed by manually sorting samples from municipal solid waste (MSW) from residential sources into distinct waste categories.

WASTE SAMPLING

Waste sorting was performed at the Rumpke Landfill during the operating hours of the facility. Given the limited size of the data set, it was important that unrepresentative data were avoided. Each day vehicles carrying waste from targeted areas of the County were directed to dump their waste loads near the sorting area. A representative of SCS manually gathered samples from a random portion of each target load (approximately two hundred pounds) for classification (sorting). Two important procedural factors were considered:

- The target vehicle selected for sampling contained MSW that was representative of the type of waste typically generated in the residential sector; and
- The process of acquiring the waste sample did not, in itself, alter the apparent MSW composition.

After being filled with solid waste, the containers containing the waste sample were weighed and set aside until at least two hundred pounds from the discharged load had been selected for characterization. This process was repeated until samples had been collected from all of the targeted loads.

NUMBER OF SAMPLES

June 2018

A total of 30 samples were collected during the three-day field effort: 12 from City of Cincinnati Public Services waste collection vehicles and 18 from Rumpke waste collection vehicles dispatched on routes throughout Hamilton County but outside the City of Cincinnati.

November 2018

A total of 30 samples were collected during the three-day field effort: 12 from City of Cincinnati Public Services waste collection vehicles and 18 from Rumpke waste collection vehicles dispatched on routes throughout Hamilton County but outside the City of Cincinnati.

WASTE SORTING

The sorting and weighing program for samples entailed the use of one sorting crew and an SCS Crew Supervisor. During each day of fieldwork, samples were collected from waste loads that were discharged at the Rumpke Landfill. The basic procedures and objectives for sorting (as described below) were identical for each sample, each day. Sorting was performed as follows:

1. The sorting crew transferred the refuse sample onto the sorting table until it was full and began sort activities. Large or heavy waste items, such as bags of yard waste, were torn open, examined and then placed directly into the appropriate waste container for subsequent weighing.
2. Plastic bags of refuse were opened and sort crew members manually segregated each item of waste, according to categories defined in Exhibit 1 and placed it in the appropriate waste container. These steps were repeated until the entire sample was sorted.
3. At the completion of sorting, the waste containers were moved to the scale where a representative of SCS weighed each category and recorded the net weight on the Sort Data Sheet. Measurements were made to the nearest 0.05 pounds.
4. After each waste category had been recorded, the waste was piled near the sorting area and transferred back to the working face by a bulldozer.
5. This four-step process was repeated until all of the day's samples taken at the site were characterized. Waste samples were maintained in as-disposed condition or as close to this as possible until the actual sorting began. Proper site layout and close supervision of sampling was maintained to avoid the need to repeatedly handle sampled wastes.

Members of the sorting crew were fully equipped with high visibility vests, puncture/cut resistant gloves, safety glasses, and Tyvek suits. Consistent with good practice in such sampling programs, efforts were made to minimize sampling bias or other impacts on the integrity of the database. To this end, field sampling had been coordinated to avoid holidays and other out of ordinary events.

Exhibit 1 shows the material category and gives examples for each material type.

Exhibit 1. Material Categories

	Material	Examples
Paper	Recyclable Corrugated Cardboard	Packing/shipping boxes
	Newspaper/Print	Daily, weekly newspapers
	Cartons	Milk/Juice Cartons/Boxes
	Mixed Recyclable Paper	Junk mail, notebook paper, colored copy
	Compostable Paper	Napkins, Tissues, food stained paper
	Non-Recyclable Paper	Paper coated with plastic or foil
Plastic	PET Bottles	Soda, Water Bottles
	HDPE (#2) Bottles	Milk, Detergent
	Other Bottles/Jugs	#3-#7 bottles
	Trays and Tubs	PET and HDPE trays/tubs
	Rigid Plastics	Plastic toys, items without a #
	Other Plastics	Polystyrene, #6 trays, solo cups
	Film	Garbage bags, chip bags, misc films
	Grocery Bags	Safeway or giant shopping bags
Glass	Bottles	Soda, beer bottles
	Jars	Glass food jars
	Other Glass	Window glass, porcelain
Metal	Bi-Metal/Steel Cans	Ferrous cans generally used to contain food
	Other Ferrous	Ferrous metals, not otherwise classified
	White goods	Washers, Dryers, large appliances
	Aluminum Cans	Soda, beer cans
	Other Aluminum	Aluminum tins and foils
Yard Waste	Grass	Lawn clippings
	Leaves	Leaves, pine needles
	Brush	Shrubs, bushes, small twigs
	Wood	Stumps, large branches, lumber
	Other	Soil or dirt
Electronics	Cathode Ray Tubes	Televisions
	Appliance	Toaster, microwave, vacuum cleaners
	Portable Electronics	Cell phones, cd players
Food	Vegetative Food	Vegetative, plant based food
	Other Food	Non-plant based food
Other	Diapers	Adult and child diapers
	Textiles	Clothing, rugs, blankets
	C&D Debris	Sheetrock, tile, building materials
	Mattresses	Box springs and mattresses
	Other Uncharacterized	Organic items not otherwise classified
	Pet Waste	Kitty litter, dog cleanup bags
	Carpet	Carpet rolls and padding
	Fines	Items less than ¼" by ¼"
HHW	Batteries	Disposable and reusable batteries
	Paint	Latex and oil based paints
	Automotive fluids	Oil, lubricants, brake/steering fluids
	Other (HHW)	Fluorescent light bulbs, HHW containers

3 SUMMARY OF RESULTS

SEASONAL COMPARISON

Exhibit 2 presents a comparison of the major material categories by season. Paper comprised more of the waste stream in November mainly due to higher proportions of cardboard. While Yard Waste comprised more of the waste stream was in June, the slight increase was mainly due to Wood and Other Yard Waste (soil and dirt). There was more grass in June but more leaves in November.

Exhibit 2. Seasonal Comparison of Major Waste Types

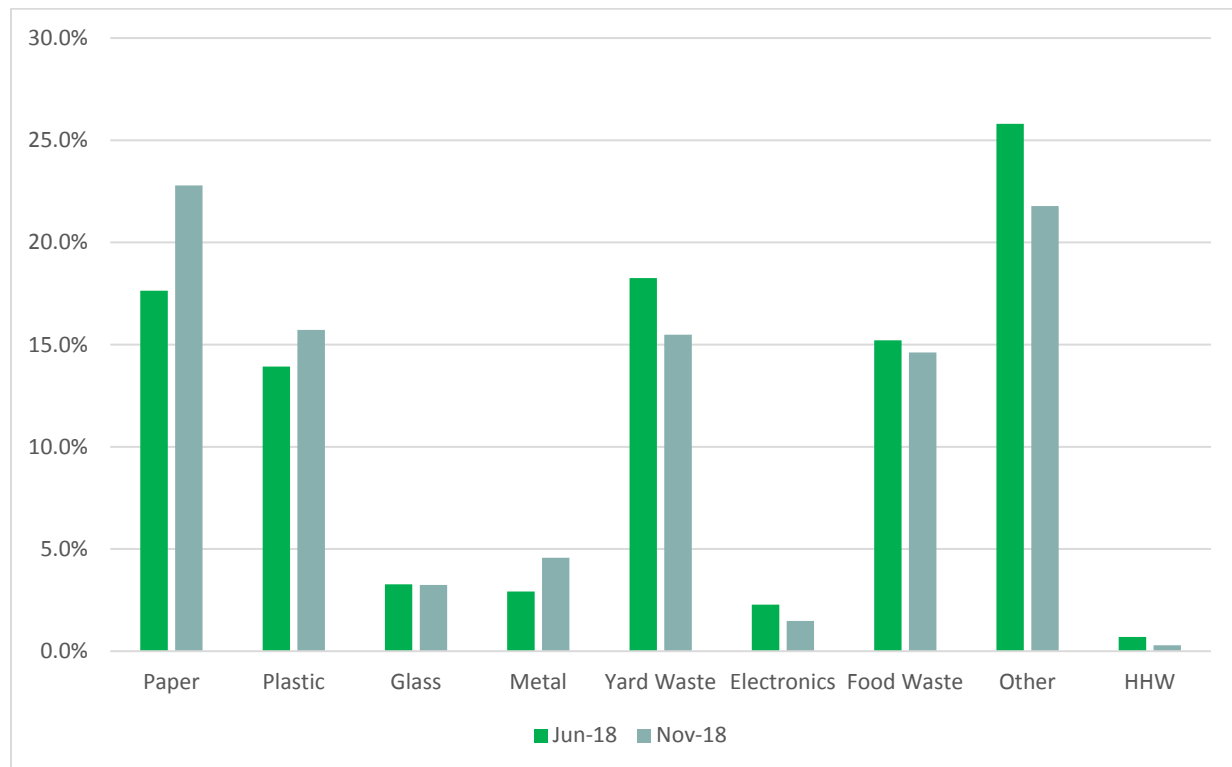


Exhibit 3 presents a summary of the 60 residential waste samples collected during June and November 2018 from routes throughout the city of Cincinnati and routes elsewhere in the county. The data shows samples from each field effort split into the collection areas of the City of Cincinnati and outside the city. The largest seasonal fluctuations are seen with yard debris, such as leaves and grass.

Exhibit 3. Seasonal Comparison

Material		June 2018			November 2018		
		Cincinnati	Outside Cincinnati	Aggregate (June)	Cincinnati	Outside Cincinnati	Aggregate (Nov)
Paper	Corrugated Cardboard	6.5%	2.2%	4.0%	9.0%	8.3%	8.6%
	Newspaper/Print	0.5%	0.8%	0.7%	1.4%	1.7%	1.6%
	Cartons	0.6%	0.5%	0.5%	1.3%	0.8%	1.0%
	Mixed Recyclable Paper	4.7%	7.9%	6.6%	7.2%	6.2%	6.6%
	Compostable Paper	5.0%	4.7%	4.8%	4.9%	4.8%	4.8%
	Non-Recyclable Paper	1.2%	1.0%	1.1%	0.0%	0.3%	0.2%
Plastic	PET Bottle/Jugs	1.9%	1.5%	1.7%	1.6%	1.8%	1.7%
	HDPE Bottle/Jugs	0.6%	0.5%	0.6%	1.0%	0.8%	0.9%
	Other Bottle/Jugs	0.1%	0.1%	0.1%	0.0%	0.1%	0.0%
	Trays and Tubs	1.1%	1.5%	1.4%	1.9%	1.6%	1.7%
	Rigid Plastics	1.8%	3.0%	2.5%	1.5%	2.0%	1.8%
	Other Plastics	1.6%	1.9%	1.8%	1.4%	1.2%	1.3%
	Films	5.0%	4.6%	4.7%	8.3%	5.6%	6.7%
	Grocery Bags	1.3%	1.2%	1.3%	1.3%	1.7%	1.6%
Glass	Glass Bottles	2.4%	1.6%	1.9%	2.7%	2.1%	2.3%
	Glass Jars	0.4%	0.3%	0.3%	1.1%	0.6%	0.8%
	Other Glass	1.5%	0.6%	1.0%	0.0%	0.2%	0.1%
Metal	Steel/Tin Cans	0.2%	0.5%	0.3%	0.6%	0.9%	0.8%
	Aluminum Cans	0.7%	0.7%	0.7%	1.3%	0.7%	0.9%
	Other Aluminum	0.1%	0.1%	0.1%	0.1%	0.2%	0.1%
	Other Ferrous	3.4%	0.7%	1.8%	3.7%	2.0%	2.7%
	White Goods	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Yard Waste	Grass	6.3%	4.7%	5.3%	0.2%	1.1%	0.8%
	Leaves	0.0%	0.8%	0.5%	6.4%	8.2%	7.5%
	Brush	0.9%	4.8%	3.2%	1.0%	4.1%	2.9%
	Wood	7.0%	6.4%	6.6%	3.4%	5.1%	4.4%
	Other Yardwaste	3.5%	2.1%	2.6%	0.0%	0.0%	0.0%
Electronics	Cathode Ray Tubes	0.0%	1.1%	0.7%	0.0%	1.2%	0.7%
	Appliances	0.2%	2.4%	1.5%	1.7%	0.0%	0.7%
	Portable Electronics	0.1%	0.1%	0.1%	0.1%	0.0%	0.0%
Food Waste	Vegetative Food	11.8%	8.8%	10.0%	10.5%	9.6%	10.0%
	Non-Vegetative Food	5.1%	5.3%	5.2%	6.1%	3.7%	4.7%
Other	Diapers	2.3%	2.3%	2.3%	1.3%	2.2%	1.8%
	Textiles	4.0%	4.4%	4.2%	3.3%	3.4%	3.4%
	C&D Debris	3.5%	2.8%	3.1%	0.9%	3.8%	2.6%
	Mattresses	1.0%	1.1%	1.1%	0.0%	1.9%	1.2%
	Other Uncharacterized	8.5%	8.6%	8.6%	7.9%	6.2%	6.9%
	Pet Waste	0.5%	1.0%	0.8%	0.6%	0.4%	0.5%
	Carpet	1.8%	4.3%	3.3%	3.5%	2.3%	2.7%
	Fines	2.5%	2.3%	2.4%	2.3%	2.9%	2.7%
Household Hazardous Wastes	Batteries	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
	Paint	0.2%	0.5%	0.4%	0.5%	0.2%	0.3%
	Automotive fluids	0.1%	0.3%	0.2%	0.0%	0.0%	0.0%
	Other (HHW)	0.2%	0.0%	0.1%	0.0%	0.0%	0.0%

HAMILTON COUNTY - AGGREGATE

There were 60 residential waste samples collected during June and November 2018 from routes throughout Hamilton County. This composition includes the 24 samples from Cincinnati and the 36 samples from outside of Cincinnati. **Exhibit 4** presents a summary of the major components found in the waste stream. Please note that the percentages may not sum to 100 percent due to rounding.

Exhibit 4. Hamilton County MSW Composition – Major Components

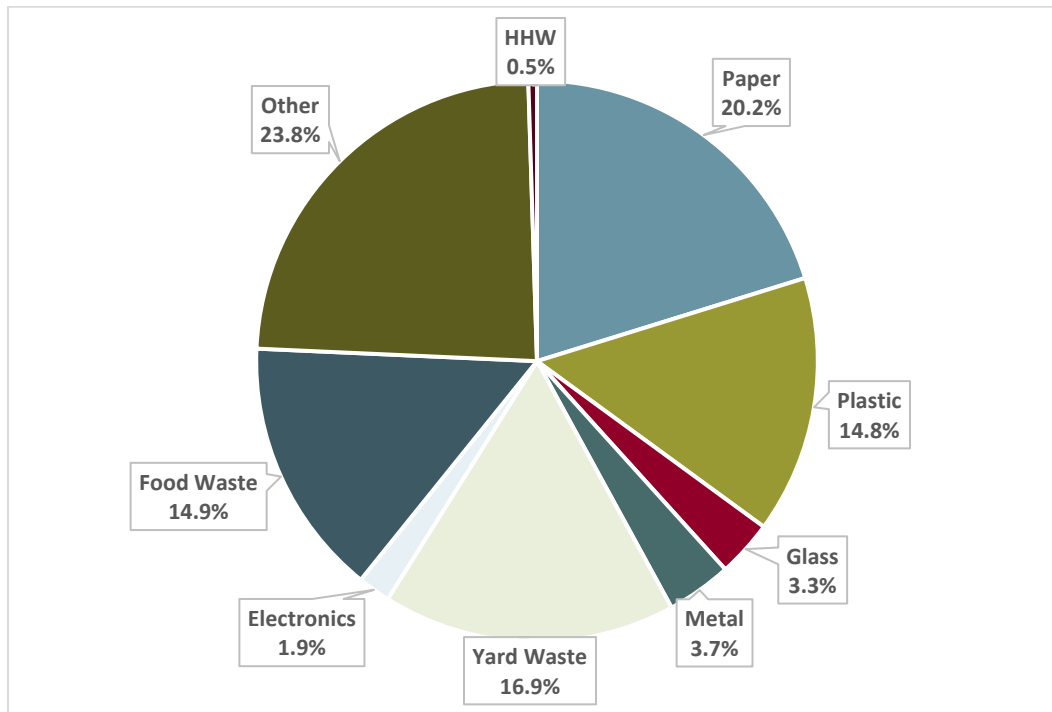


Exhibit 5 presents the composition by weight for each material type of the waste stream based on the 60 samples collected throughout Hamilton County. Divertible materials in the waste stream include:

- **Recyclable Paper (14.8 percent):** Includes Corrugated Cardboard, Newspaper/Print, Cartons, and Mixed Recyclable Paper
- **Recyclable Plastic (3.8 percent):** Includes PET, HDPE Bottles, and Grocery Bags
- **Recyclable Glass (2.7 percent):** Includes Glass Bottles and Glass Jars
- **Recyclable Metal (3.7 percent):** Includes Aluminum Cans, Other Aluminum, Steel/Tin Cans and Other Ferrous
- **Recyclable Other (4.2 percent):** Includes Textiles, White Goods, Paint, Batteries, and Automotive Fluids
- **Compostable (31.7 percent):** Includes Vegetative Food, Compostable Paper, Grass, Leaves, Brush, Wood, and Other Yardwaste

Exhibit 5. Hamilton County MSW Composition

Material		Mean	Standard Deviation	95% Confidence Interval	
Paper	Corrugated Cardboard	6.3%	7.9%	4.3%	8.3%
	Newspaper/Print	1.1%	1.2%	0.8%	1.4%
	Cartons	0.8%	0.6%	0.6%	0.9%
	Mixed Recyclable Paper	6.6%	3.6%	5.7%	7.5%
	Compostable Paper	4.8%	2.2%	4.3%	5.4%
	Non-Recyclable Paper	0.6%	1.2%	0.3%	0.9%
Plastic	PET Bottle/Jugs	1.7%	1.3%	1.4%	2.0%
	HDPE Bottle/Jugs	0.7%	0.6%	0.5%	0.9%
	Other Bottle/Jugs	0.1%	0.1%	<0.1%	0.1%
	Trays and Tubs	1.5%	1.0%	1.3%	1.8%
	Rigid Plastics	2.2%	2.3%	1.6%	2.7%
	Other Plastics	1.5%	1.7%	1.1%	2.0%
	Films	5.7%	3.9%	4.7%	6.7%
	Grocery Bags	1.4%	1.1%	1.1%	1.7%
Glass	Glass Bottles	2.1%	1.3%	1.8%	2.5%
	Glass Jars	0.6%	0.8%	0.4%	0.8%
	Other Glass	0.5%	1.8%	<0.1%	1.0%
Metal	Steel/Tin Cans	0.6%	0.7%	0.4%	0.8%
	Aluminum Cans	0.8%	0.9%	0.6%	1.1%
	Other Aluminum	0.1%	0.3%	<0.1%	0.2%
	Other Ferrous	2.2%	4.7%	1.0%	3.4%
	White Goods	0.0%	0.0%	N/A	N/A
Yard Waste	Grass	3.0%	5.3%	1.7%	4.4%
	Leaves	4.0%	7.3%	2.1%	5.8%
	Brush	3.1%	5.5%	1.7%	4.5%
	Wood	5.5%	8.0%	3.5%	7.5%
	Other Yardwaste	1.3%	4.4%	0.2%	2.4%
Electronics	Cathode Ray Tubes	0.7%	3.8%	<0.1%	1.7%
	Appliances	1.1%	3.5%	0.2%	2.0%
	Portable Electronics	0.1%	0.3%	<0.1%	0.2%
Food Waste	Vegetative Food	10.0%	4.9%	8.8%	11.2%
	Non-Vegetative Food	4.9%	3.2%	4.1%	5.7%
Other	Diapers	2.1%	1.9%	1.6%	2.6%
	Textiles	3.8%	3.2%	3.0%	4.6%
	C&D Debris	2.9%	5.0%	1.6%	4.1%
	Mattresses	1.1%	4.3%	<0.1%	2.2%
	Other Uncharacterized	7.7%	2.7%	7.0%	8.4%
	Pet Waste	0.7%	1.3%	0.3%	1.0%
	Carpet	3.0%	6.9%	1.3%	4.8%
	Fines	2.5%	1.2%	2.2%	2.8%
Household Hazardous Wastes	Batteries	0.0%	0.0%	<0.1%	0.0%
	Paint	0.3%	1.1%	<0.1%	0.6%
	Automotive fluids	0.1%	0.5%	<0.1%	0.2%
	Other (HHW)	0.0%	0.3%	<0.1%	0.1%

CITY OF CINCINNATI

There were 24 residential waste samples collected during June and November 2018 from routes throughout the city of Cincinnati. **Exhibit 6** presents a summary of the major components found in the waste stream.

Exhibit 6. Cincinnati MSW Composition – Major Components

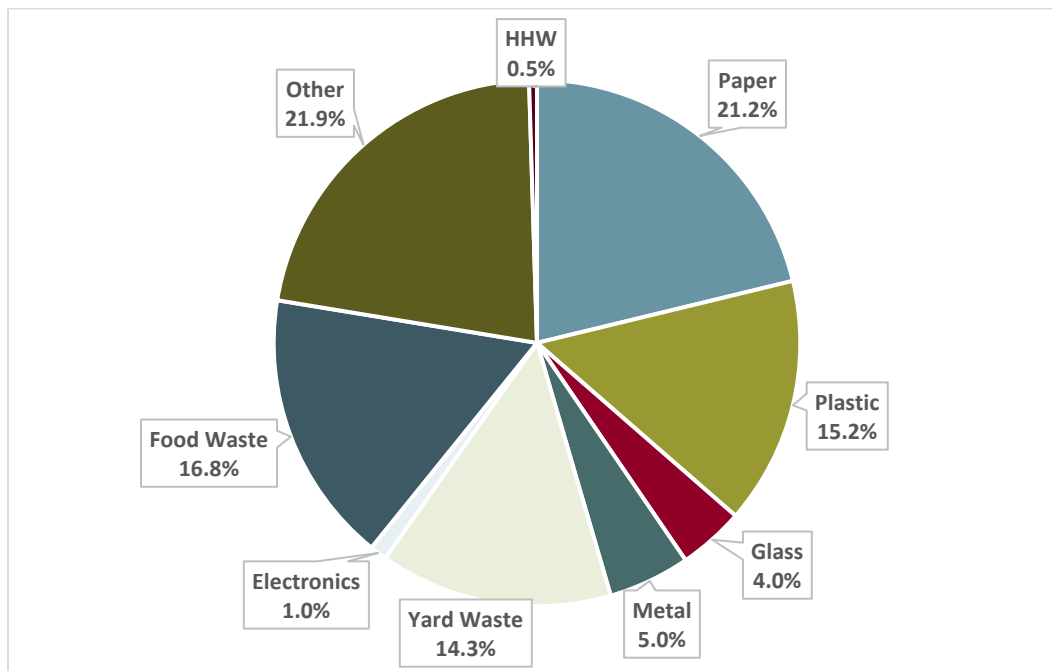


Exhibit 7 presents the composition by weight for each material type of the waste stream based on the 24 samples collected from routes in Cincinnati. Standard deviation and 95 percent confidence intervals are also included. Divertible materials in the waste stream include:

- **Recyclable Paper (15.6 percent):** Includes Corrugated Cardboard, Newspaper/Print, Cartons, and Mixed Recyclable Paper
- **Recyclable Plastic (3.8 percent):** Includes PET, HDPE Bottles, and Grocery Bags
- **Recyclable Glass (3.3 percent):** Includes Glass Bottles and Glass Jars
- **Recyclable Metal (5.1 percent):** Includes Aluminum Cans, Other Aluminum, Steel/Tin Cans and Other Ferrous
- **Recyclable Other (4.0 percent):** Includes Textiles, White Goods, Paint, Batteries, and Automotive Fluids
- **Compostable (30.4 percent):** Includes Vegetative Food, Compostable Paper, Grass, Leaves, Brush, Wood, and Other Yardwaste

Exhibit 7. Cincinnati MSW Composition

Material		Mean	Standard Deviation	95% Confidence Interval	
Paper	Corrugated Cardboard	7.8%	8.3%	4.4%	11.1%
	Newspaper/Print	0.9%	1.0%	0.6%	1.3%
	Cartons	0.9%	0.7%	0.6%	1.2%
	Mixed Recyclable Paper	6.0%	3.5%	4.6%	7.4%
	Compostable Paper	5.0%	2.3%	4.1%	5.9%
	Non-Recyclable Paper	0.6%	1.5%	<0.1%	1.2%
Plastic	PET Bottle/Jugs	1.7%	1.0%	1.3%	2.1%
	HDPE Bottle/Jugs	0.8%	0.6%	0.5%	1.0%
	Other Bottle/Jugs	0.0%	0.1%	<0.1%	0.1%
	Trays and Tubs	1.5%	1.1%	1.1%	2.0%
	Rigid Plastics	1.6%	1.2%	1.2%	2.1%
	Other Plastics	1.5%	1.1%	1.0%	1.9%
	Films	6.6%	4.3%	4.9%	8.4%
	Grocery Bags	1.3%	1.1%	0.9%	1.8%
Glass	Glass Bottles	2.6%	1.4%	2.0%	3.1%
	Glass Jars	0.7%	0.9%	0.4%	1.1%
	Other Glass	0.8%	2.2%	<0.1%	1.6%
Metal	Steel/Tin Cans	0.4%	0.6%	0.1%	0.6%
	Aluminum Cans	1.0%	1.0%	0.6%	1.4%
	Other Aluminum	0.1%	0.2%	<0.1%	0.2%
	Other Ferrous	3.6%	5.9%	1.2%	5.9%
	White Goods	0.0%	0.0%	N/A	N/A
Yard Waste	Grass	3.2%	5.7%	1.0%	5.5%
	Leaves	3.2%	7.1%	0.3%	6.0%
	Brush	0.9%	2.4%	<0.1%	1.9%
	Wood	5.2%	7.8%	2.1%	8.3%
	Other Yardwaste	1.7%	5.8%	<0.1%	4.0%
Electronics	Cathode Ray Tubes	0.0%	0.0%	N/A	N/A
	Appliances	0.9%	2.1%	0.1%	1.8%
	Portable Electronics	0.1%	0.4%	<0.1%	0.3%
Food Waste	Vegetative Food	11.2%	5.3%	9.0%	13.3%
	Non-Vegetative Food	5.6%	2.4%	4.6%	6.6%
Other	Diapers	1.8%	1.9%	1.0%	2.6%
	Textiles	3.6%	3.2%	2.4%	4.9%
	C&D Debris	2.2%	5.2%	0.1%	4.3%
	Mattresses	0.5%	2.5%	<0.1%	1.5%
	Other Uncharacterized	8.2%	3.0%	7.0%	9.4%
	Pet Waste	0.5%	1.0%	0.1%	1.0%
	Carpet	2.6%	4.6%	0.8%	4.4%
	Fines	2.4%	1.3%	1.9%	3.0%
Household Hazardous Wastes	Batteries	0.0%	0.0%	<0.1%	0.0%
	Paint	0.3%	0.9%	<0.1%	0.7%
	Automotive fluids	0.1%	0.3%	<0.1%	0.2%
	Other (HHW)	0.1%	0.4%	<0.1%	0.3%

OUTSIDE CINCINNATI

There were 36 residential waste samples collected during June and November 2018 from routes throughout Hamilton County, but outside Cincinnati. **Exhibit 8** presents a summary of the major components found in the waste stream.

Exhibit 8. Outside of Cincinnati MSW Composition – Major Components

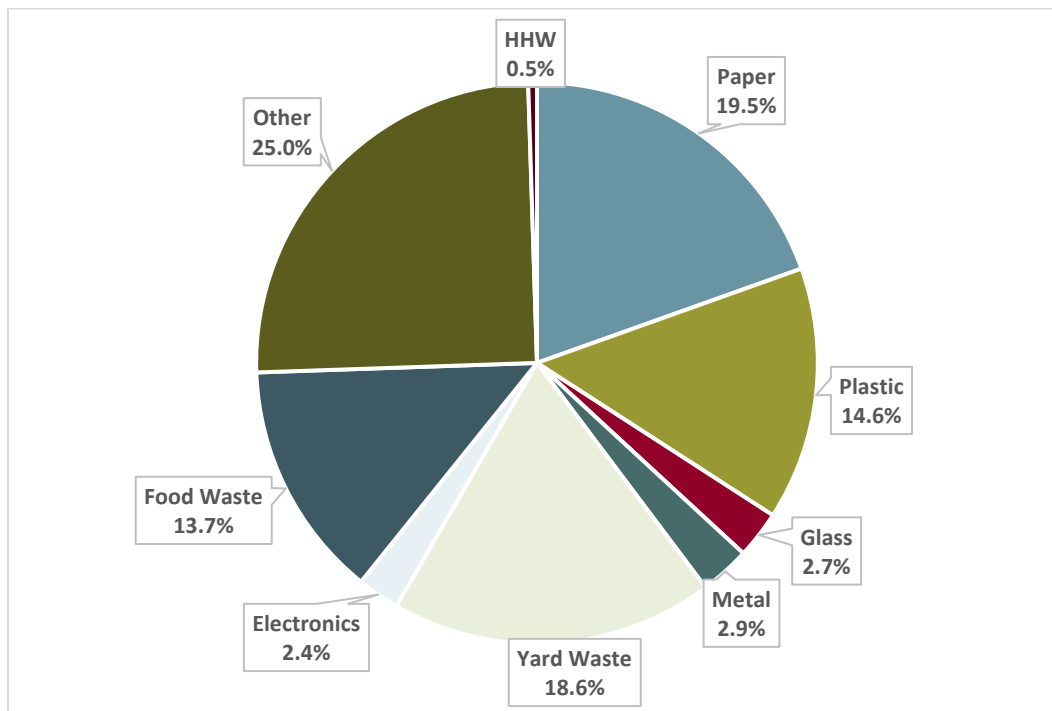


Exhibit 9 presents the composition by weight for each material type of the waste stream based on the 36 samples collected from routes in Hamilton County outside Cincinnati. Materials such as White Goods were not found in the samples, so a standard deviation and confidence interval cannot be calculated. Divertible materials in the waste stream include:

- **Recyclable Paper (14.2 percent):** Includes Corrugated Cardboard, Newspaper/Print, Cartons, and Mixed Recyclable Paper
- **Recyclable Plastic (3.9 percent):** Includes PET, HDPE Bottles, and Grocery Bags
- **Recyclable Glass (2.3 percent):** Includes Glass Bottles and Glass Jars
- **Recyclable Metal (2.8 percent):** Includes Aluminum Cans, Other Aluminum, Steel/Tin Cans and Other Ferrous
- **Recyclable Other (4.3 percent):** Includes Textiles, White Goods, Paint, Batteries, and Automotive Fluids
- **Compostable (32.5 percent):** Includes Vegetative Food, Compostable Paper, Grass, Leaves, Brush, Wood, and Other Yardwaste

Exhibit 9. Outside of Cincinnati MSW Composition

Material		Mean	Standard Deviation	95% Confidence Interval	
Paper	Corrugated Cardboard	5.3%	7.5%	2.8%	7.7%
	Newspaper/Print	1.3%	1.4%	0.8%	1.7%
	Cartons	0.6%	0.5%	0.5%	0.8%
	Mixed Recyclable Paper	7.0%	3.6%	5.9%	8.2%
	Compostable Paper	4.7%	2.2%	4.0%	5.4%
	Non-Recyclable Paper	0.6%	1.0%	0.3%	0.9%
Plastic	PET Bottle/Jugs	1.7%	1.5%	1.2%	2.2%
	HDPE Bottle/Jugs	0.7%	0.6%	0.4%	0.9%
	Other Bottle/Jugs	0.1%	0.2%	<0.1%	0.1%
	Trays and Tubs	1.5%	1.0%	1.2%	1.9%
	Rigid Plastics	2.5%	2.8%	1.6%	3.4%
	Other Plastics	1.6%	2.0%	0.9%	2.2%
	Films	5.1%	3.6%	3.9%	6.3%
	Grocery Bags	1.5%	1.0%	1.1%	1.8%
Glass	Glass Bottles	1.8%	1.2%	1.4%	2.2%
	Glass Jars	0.5%	0.8%	0.2%	0.7%
	Other Glass	0.4%	1.5%	<0.1%	0.9%
Metal	Steel/Tin Cans	0.7%	0.8%	0.5%	0.9%
	Aluminum Cans	0.7%	0.8%	0.5%	1.0%
	Other Aluminum	0.1%	0.3%	<0.1%	0.2%
	Other Ferrous	1.3%	3.5%	0.2%	2.5%
	White Goods	0.0%	0.0%	N/A	N/A
Yard Waste	Grass	2.9%	5.1%	1.2%	4.5%
	Leaves	4.5%	7.5%	2.0%	6.9%
	Brush	4.5%	6.6%	2.3%	6.6%
	Wood	5.7%	8.3%	3.0%	8.4%
	Other Yardwaste	1.0%	3.2%	<0.1%	2.1%
Electronics	Cathode Ray Tubes	1.2%	4.9%	<0.1%	2.8%
	Appliances	1.2%	4.3%	<0.1%	2.6%
	Portable Electronics	0.1%	0.3%	<0.1%	0.2%
Food Waste	Vegetative Food	9.2%	4.4%	7.7%	10.6%
	Non-Vegetative Food	4.5%	3.5%	3.3%	5.6%
Other	Diapers	2.3%	1.9%	1.6%	2.9%
	Textiles	3.9%	3.3%	2.8%	5.0%
	C&D Debris	3.3%	5.0%	1.7%	4.9%
	Mattresses	1.5%	5.2%	<0.1%	3.2%
	Other Uncharacterized	7.4%	2.5%	6.6%	8.2%
	Pet Waste	0.7%	1.5%	0.2%	1.2%
	Carpet	3.3%	8.1%	0.6%	6.0%
	Fines	2.6%	1.1%	2.2%	3.0%
Household Hazardous Wastes	Batteries	0.0%	0.0%	<0.1%	0.0%
	Paint	0.3%	1.2%	<0.1%	0.7%
	Automotive fluids	0.1%	0.6%	<0.1%	0.4%
	Other (HHW)	0.0%	0.0%	N/A	N/A



Mike DeWine, Governor
Jon Husted, Lt. Governor
Laurie A. Stevenson, Director

JULY 18, 2019

Mr. Larry G. Riddle
Landfill Manager
Rumpke Sanitary Landfill, Inc.
3990 Generation Drive
Cincinnati, Ohio 45251

Re: Rumpke Sanitary Landfill
Director's Authorization
Approval
Municipal Solid Waste Landfills
Hamilton County
MSWL018791

**Subject: Rumpke Sanitary Landfill, Hamilton County
Alternative Daily Cover Material Approval**

Dear Mr. Riddle:

Ohio EPA JUL 18 '19
Entered Directors Journal

On February 27, 2019, the Ohio Environmental Protection Agency (Ohio EPA), Division of Materials and Waste Management (DMWM), Southwest District Office (SWDO) received a written request from Rumpke Sanitary Landfill, Inc. (Owner) for authorization to use compost product and mulch as alternative daily cover (ADC) material in accordance with Ohio Administrative Code (OAC) Rule 3745-27-19(F)(3)(a) at Rumpke Sanitary Landfill (Facility) in Hamilton County.

OAC Rule 3745-27-19(F)(3)(a) states that the director may approve solid waste to be used as alternative material for daily cover if the owner or operator can demonstrate to the satisfaction of the director that the solid waste material proposed for use can provide protection comparable to six inches of soil and is protective of human health and the environment. The owner or operator must obtain written approval to use solid waste for alternative daily cover prior to utilizing the solid waste.

Ohio EPA has reviewed the information contained in the request and has determined that the compost product and mulch have the properties to provide protection comparable to six (6) inches of soil as required by OAC Rule 3745-27-19(F). Therefore, pursuant to OAC Rule 3745-27-19(F)(3)(a), I hereby authorize Rumpke Sanitary Landfill, Inc. to use compost product and mulch as an alternative daily cover material at Rumpke Sanitary Landfill.

This authorization is being reissued to correct a typographical error that was discovered in Ohio EPA's April 18, 2019 authorization letter, specifically in Condition 6. Condition 6 inadvertently specified a 7-day timeframe for the requirement of intermediate cover, when OAC Rule 3745-27-19(G) allows for 30 days. With issuance of this letter, the April 18, 2019 authorization is hereby terminated with this authorization superseding it.

As part of this approval, the owner or operator is subject to the following conditions:

CONDITIONS

1. This approval is limited to the use of only compost product and mulch at the Facility. No other ADC material may be used at the Facility without prior authorization from Ohio EPA.
2. The owner or operator shall place an eight (8) to ten (10)-inch thick layer of compost product and mulch over exposed waste materials by the end of each working day, or more frequently if necessary, to control fire hazards, blowing litter, odors, dust, insects, birds, rodents, or other vectors. Compost product and mulch shall be applied such that all solid waste is completely covered. Prior to placing the next layer of waste, compost product and mulch shall be removed or otherwise prepared as necessary so as not to impede the flow of leachate to the leachate management system.
3. If inclement weather conditions render the placement or use of compost product and mulch ineffective or otherwise unsatisfactory, the owner or operator shall temporarily revert to using conventional soil cover in accordance with OAC Rule 3745-27-19(F) until such conditions cease to exist. Under such circumstances, the Owner may apply another ADC material that has been approved for use at the Facility, provided that the ADC material is able to perform effectively under the inclement conditions.
4. If the Owner determines compost product and mulch are ineffective or otherwise unsatisfactory under normal operating conditions, the Owner shall immediately revert to using conventional soil cover in accordance with OAC Rule 3745-27-19(F). Under such circumstances, the Owner may apply another ADC material that has been approved for use at the Facility. The Owner shall verbally notify Ohio EPA, DMWM, SWDO and Hamilton County Public Health of this action by the end of the next working day and shall submit written notification to Ohio EPA, DMWM, SWDO within fourteen (14) calendar days. This notification is not necessary if use of compost product and mulch ceases only on a temporary basis in accordance with Condition Number 3.
5. If Ohio EPA or Hamilton County Public Health determines that the use of compost product and mulch is ineffective or otherwise unsatisfactory under normal operating conditions, then permission to use compost product and mulch may be revoked upon written notification from the Director of Ohio EPA (Director). Immediately upon such revocation, the Owner shall cease using compost product and mulch as ADC material at the Facility and shall revert to using conventional soil cover in accordance with OAC Rule 3745-27-19(F). Under such circumstances, the Owner may apply another ADC material that has been approved for use at the Facility.
6. Compost product and mulch shall not be used as intermediate cover or final cover at the Facility. Any solid waste disposal area that has been covered with compost product and mulch and remains inactive for a period of 30 days shall be covered with at least 12 inches of soil in accordance with OAC Rule 3745-27-19(G).
7. The Owner shall promptly reapply compost product and mulch if waste becomes exposed.

8. The use and location of compost product and mulch shall be documented in the required Municipal Solid Waste Landfill Daily Log of Operations, Form 2 on each day it is used as ADC material.
9. Compost product and mulch shall be utilized only on internal slopes where surface water that may contact compost product and mulch will be contained within the confines of the leachate collection system.
10. The compost product and mulch shall be counted against the Facility's authorized maximum daily waste receipt.

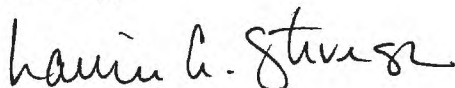
Nothing in this letter shall be construed to authorize any waiver from the requirements of any other applicable federal or state laws or regulations. This letter shall not be interpreted to release the owner or operator from responsibility under ORC Chapters 3704, 3714, 3734 or 6111; under the Federal Clean Water Act, the Resource Conservation and Recovery Act, or the Comprehensive Environmental Response, Compensation, and Liability Act; or from other applicable requirements for remedying conditions resulting from any release of contaminants to the environment.

You are hereby notified that this action of the Director is final and may be appealed to the Environmental Review Appeals Commission pursuant to Ohio Revised Code Section 3745.04. The appeal must be in writing and set forth the action complained of and the grounds upon which the appeal is based. The appeal must be filed with the Commission within thirty (30) days after notice of the Director's action. The appeal must be accompanied by a filing fee of \$70.00, made payable to "Treasurer, State of Ohio." The Commission, in its discretion, may reduce the fee if by affidavit it is demonstrated that payment of the full amount of the fee would cause extreme hardship. Notice of the filing of the appeal shall be filed with the Director within three (3) days of filing with the Commission. Ohio EPA requests that a copy of the appeal be served upon the Ohio Attorney General's Office, Environmental Enforcement Section. An appeal may be filed with the Environmental Review Appeals Commission at the following address:

Environmental Review Appeals Commission
30 East Broad Street, 4th Floor
Columbus, Ohio 43215

If you have any questions concerning this letter, please contact Dylan Dyer of Ohio EPA, SWDO at (937) 285-6048.

Sincerely,



Laurie A. Stevenson
Director

cc: Michelle Ackenhausen, DMWM, SWDO
Jeremy Carroll, DMWM, CO
Chuck DeJonckheere, Hamilton County Public Health



202300656

Jan-Michele Lemon Kearney
Vice Mayor

MOTION

WE MOVE for the City Administration to prepare a report on the creation of an Office of Safety Management under the City Manager's Office in order to coordinate and support anti-gun violence efforts and programs in the City of Cincinnati. The Office of Safety Management would be responsible for assessing the existence and efficacy of ongoing anti-violence efforts in Cincinnati, determining gaps in services, needs for support, making recommendations for additional actions and funding, and coordinating efforts among agencies and groups.

Jan-Michele Lemon Kearney

Vice Mayor Jan-Michele Lemon Kearney

_____	_____
_____	_____
_____	_____
_____	_____

2022

Gun Violence Review

Cincinnati Police
Department Crime Stats



Cincinnati and Other Major U.S. Cities



United States**	2021	2022	% Increase / Decrease
Homicide	7,184	6,877	-4.3%
Rape	25,694	24,815	-3.4%
Robbery	83,756	92,961	+11.0%
Aggravated Assault	262,776	266,294	+1.3%
Total Violent Crime	379,410	390,947	+3.0%

**Note: Counts are those of the first 3 quarters of each year. Data represents reported statistics from 70 of 70 major cities in the Major Cities Chiefs Association.

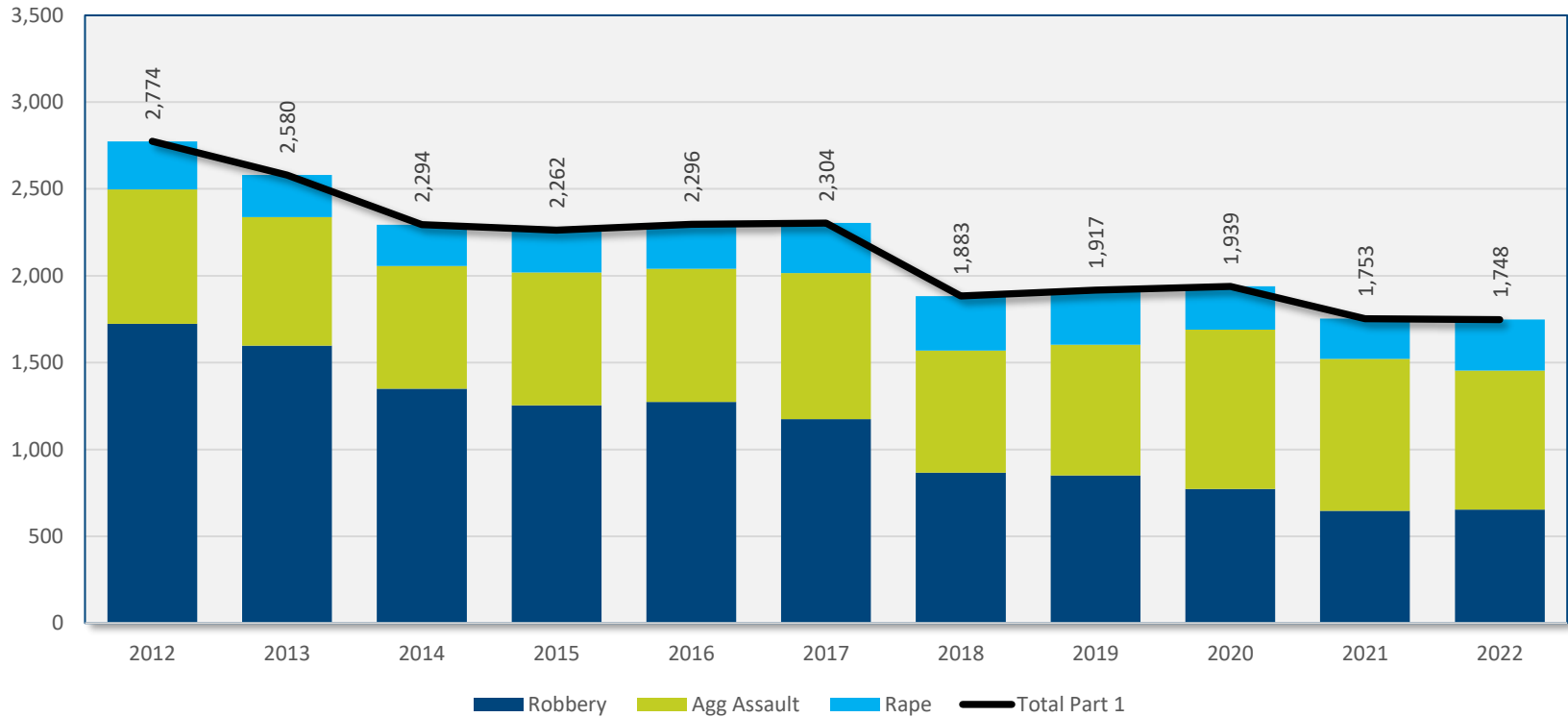


Cincinnati**	2021	2022	% Increase / Decrease
Homicide	94	78	-17%
Rape	232	293	+26.3%
Robbery	647	654	+1.1%
Aggravated Assault	874	801	-8.4%
Total Violent Crime	1,847	1,826	-1.1%

**Note: Counts are those of the full year

Part 1 Violent Crime

Prior 10 Years



Totals rounded to nearest whole number
 3 Year Average: 2019 – 2021
 5 Year Average: 2017 - 2021

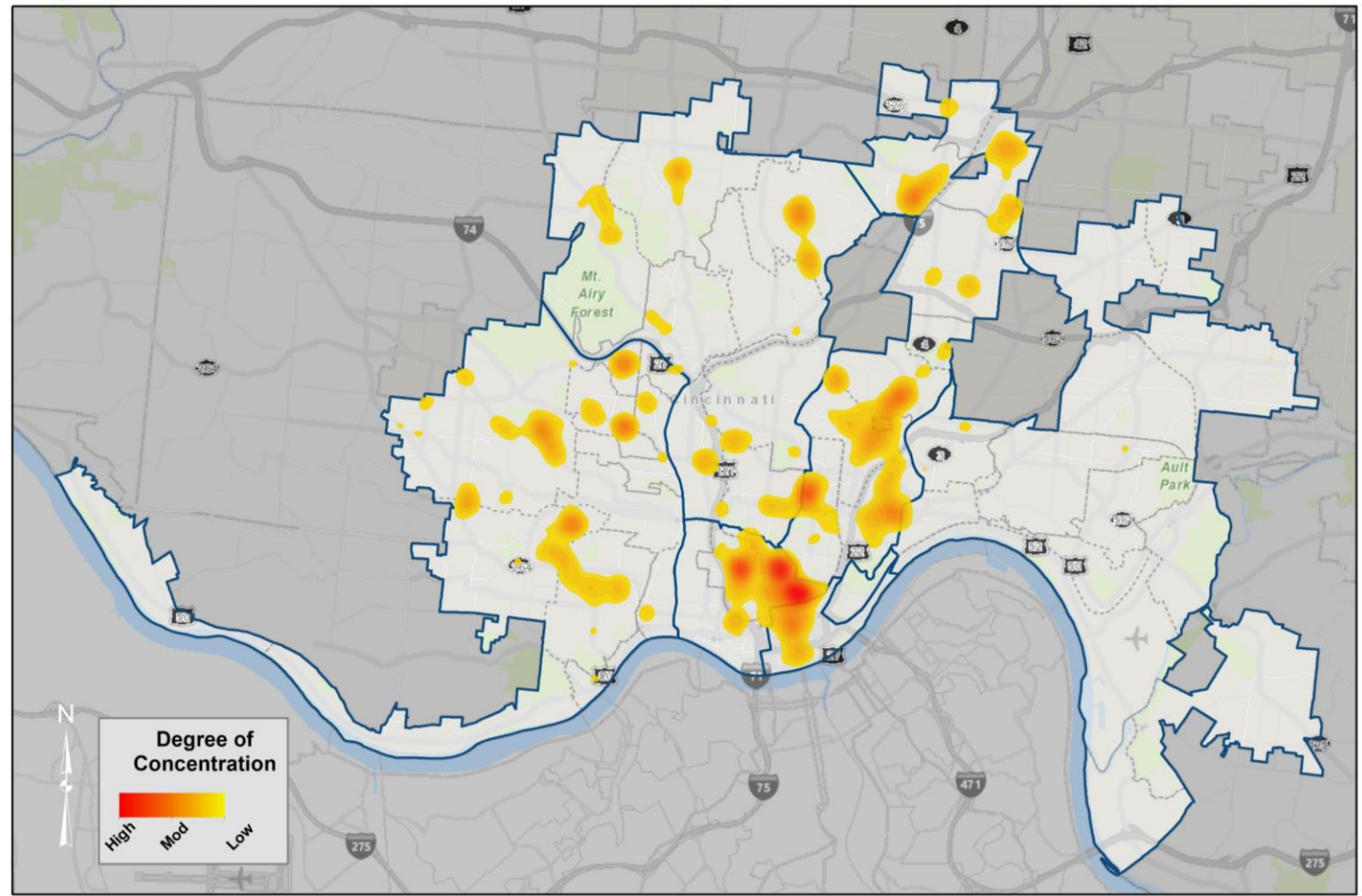
	Count	Difference from 2022	% Change from 2022
<u>3 YR Avg</u>	1,870	-122	-6.5%
<u>5 YR Avg</u>	1,959	-211	-10.8%
<u>2021</u>	1,753	-5	-0.3%

Distribution of Violent Crime

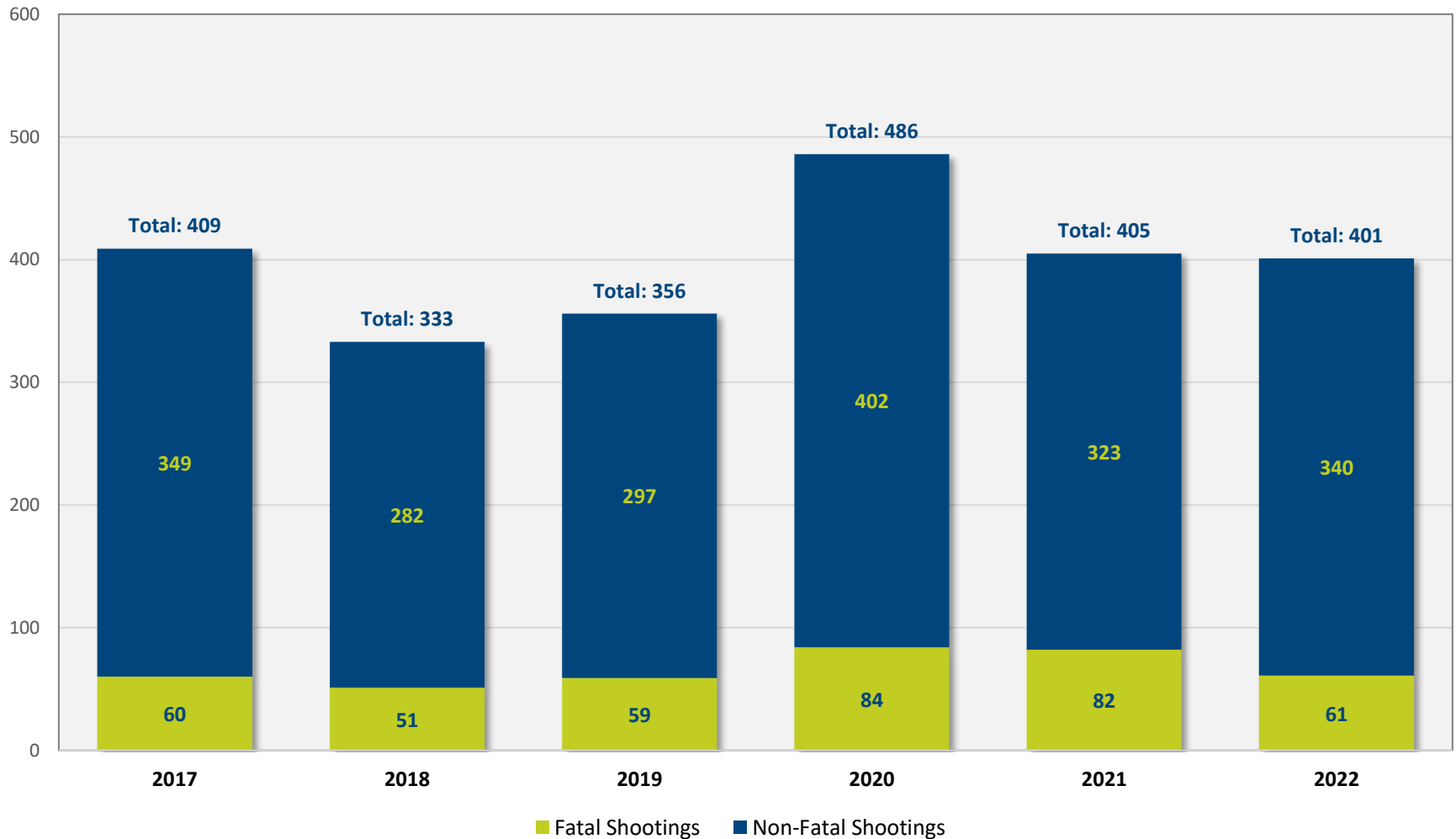
Citywide Overview

Total Part 1 Violent Crime Across Cincinnati

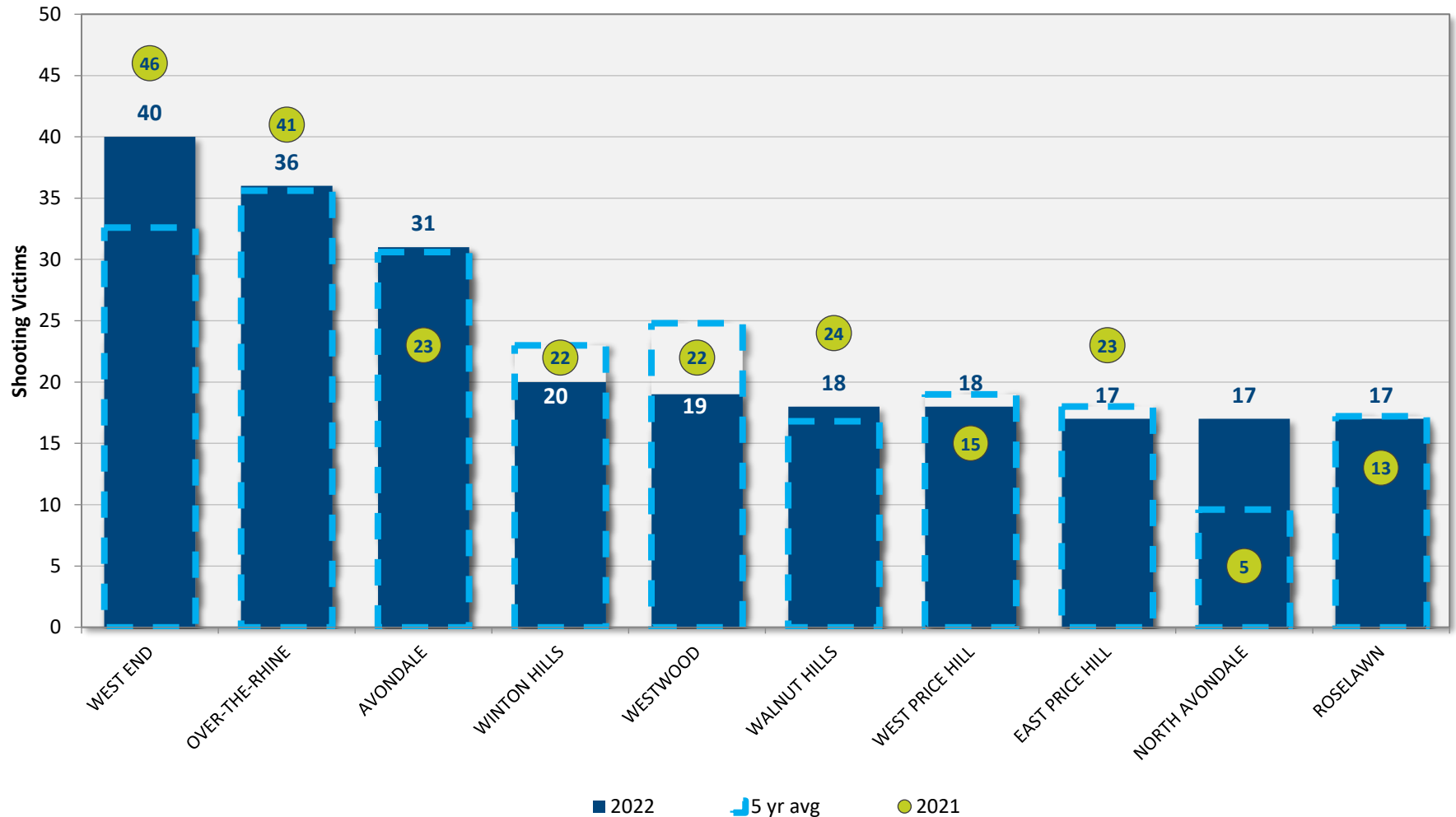
January 1 - December 31, 2022



Shooting Victims: Non-Fatal vs Fatal



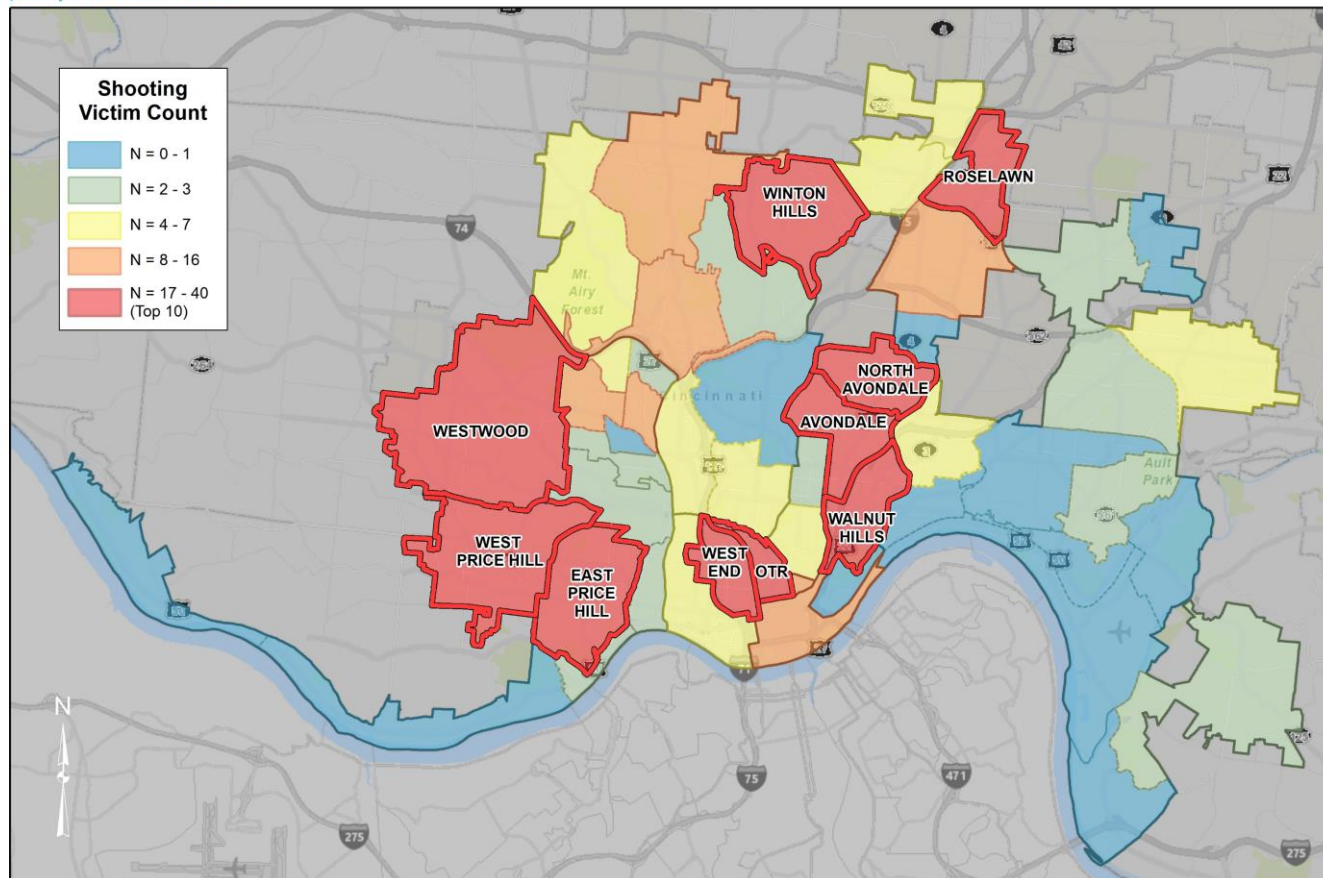
Top Ten Neighborhood by Shooting Victim Count



Top Ten Neighborhood by Shooting Victim Count

Shooting Victims Across Cincinnati Neighborhoods: 2022 Total

January 1 - December 31, 2022

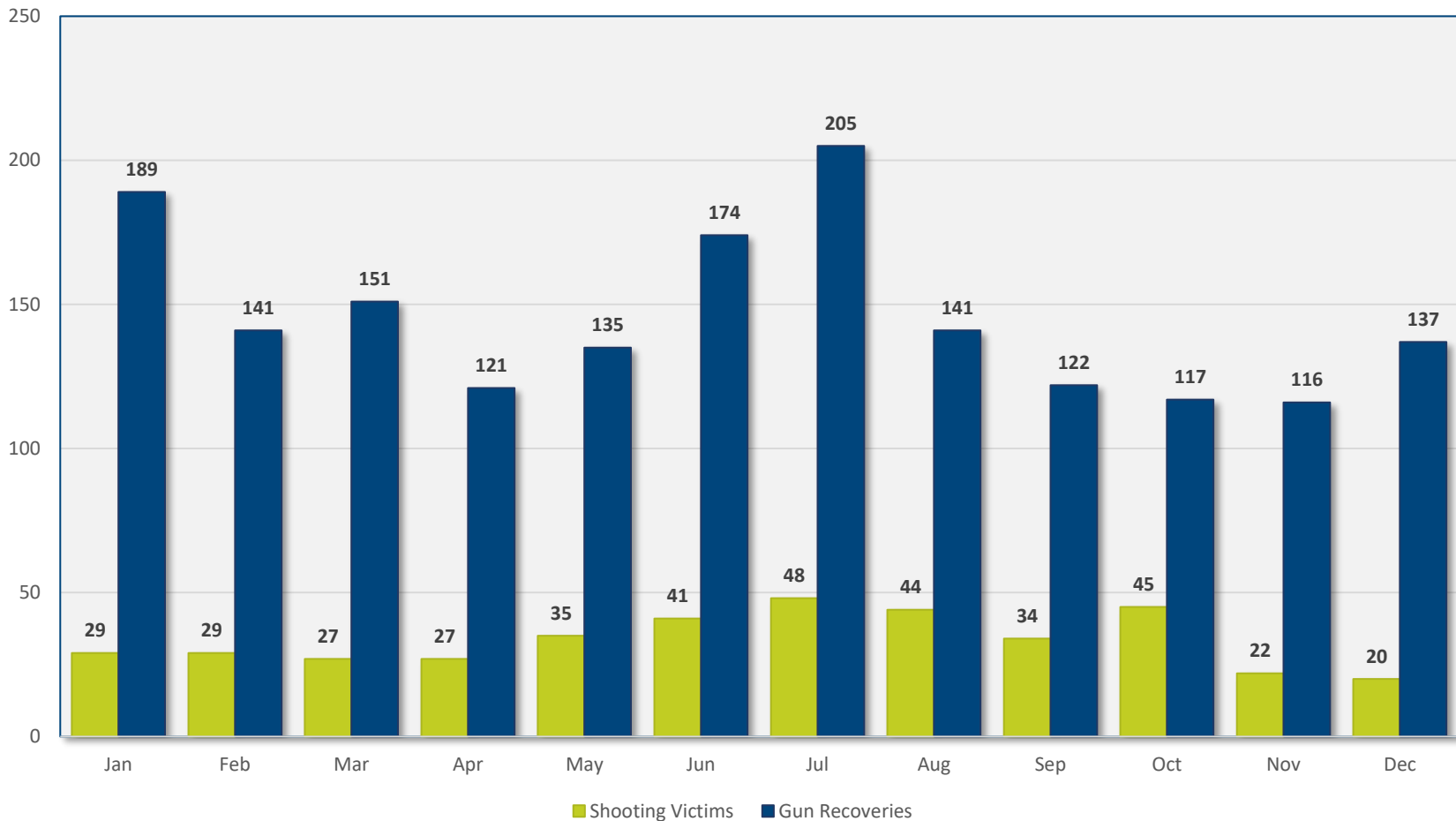


Data prepared on: 1/18/2023

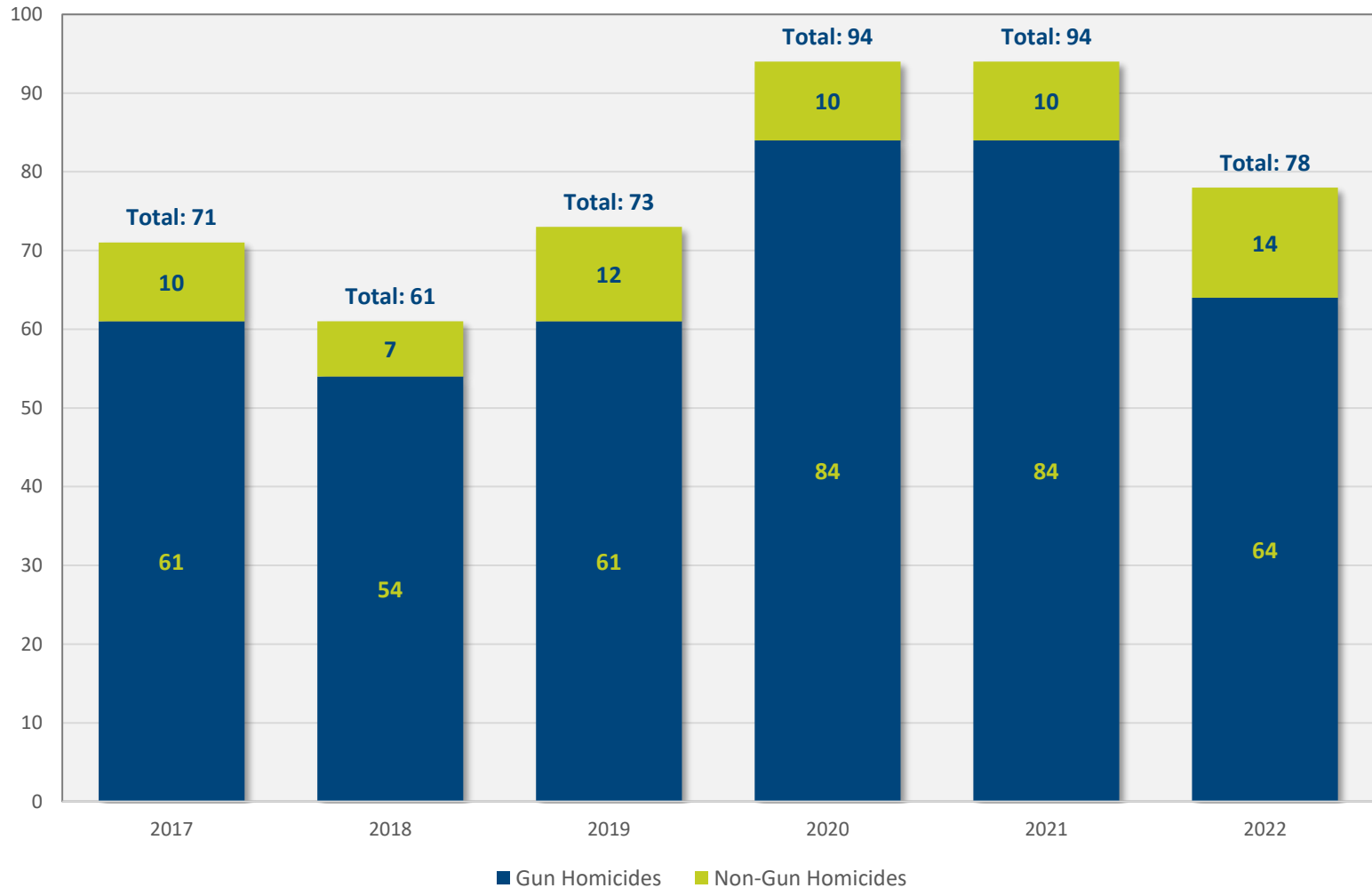


Prepared by: Crime Analysis & Problem Solving

Shootings vs. Gun Recoveries: Count by Month, 2022

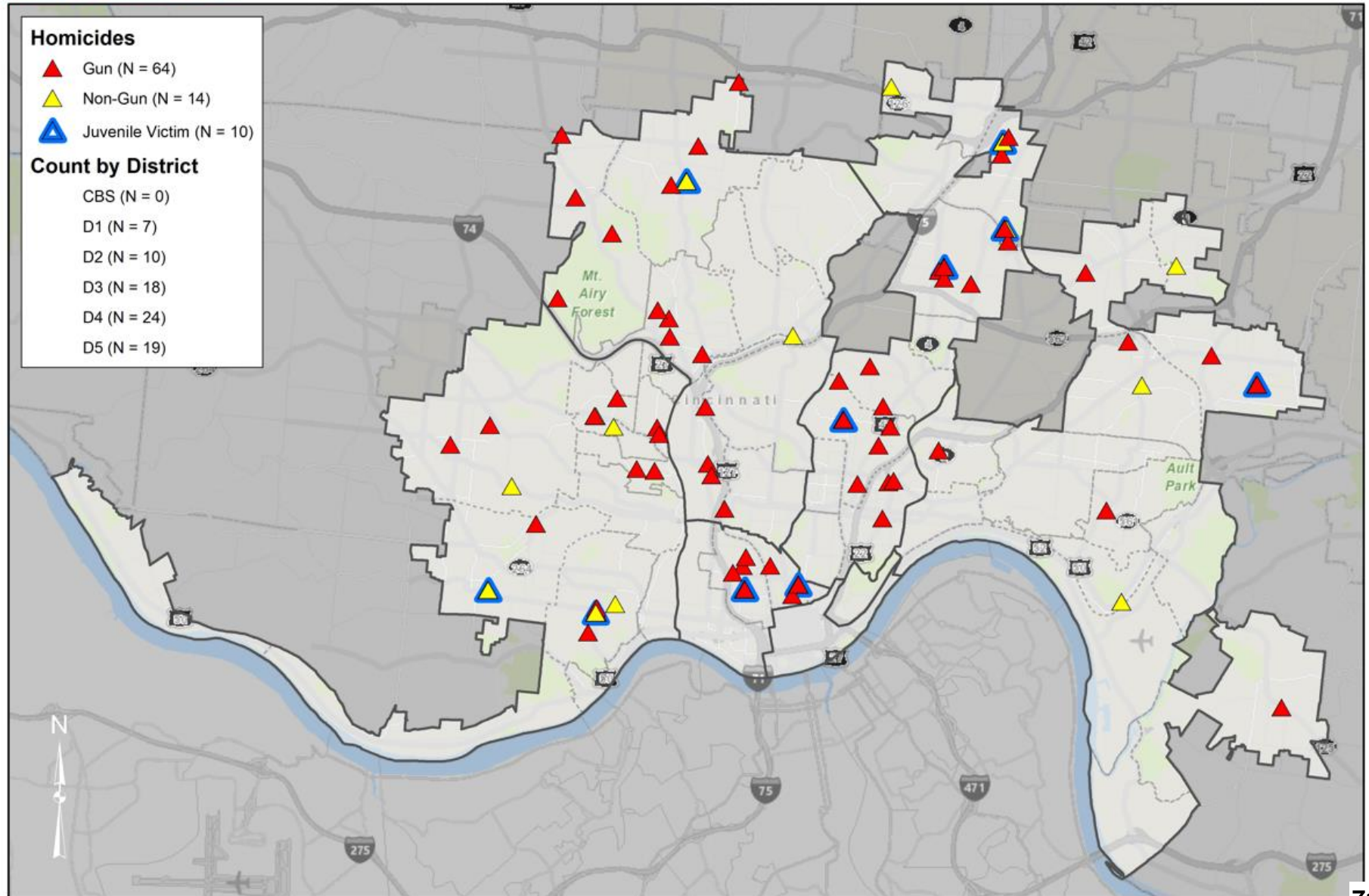


Gun and Non-Gun Homicide Victims: 2017-2022



Homicide Victims Across Cincinnati: Year End Total, 2022

January 1 - December 31, 2022



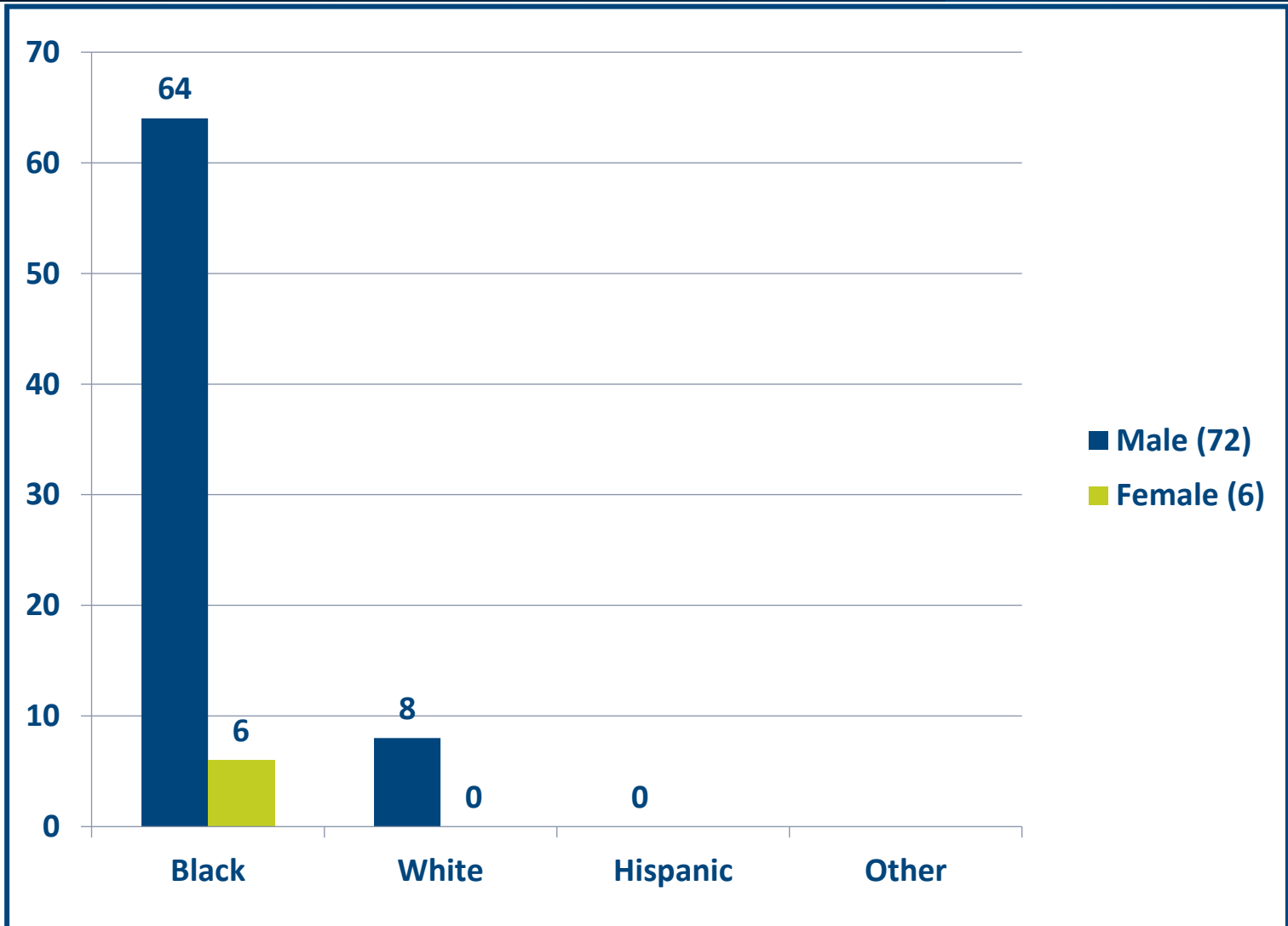
2022

78 Homicides

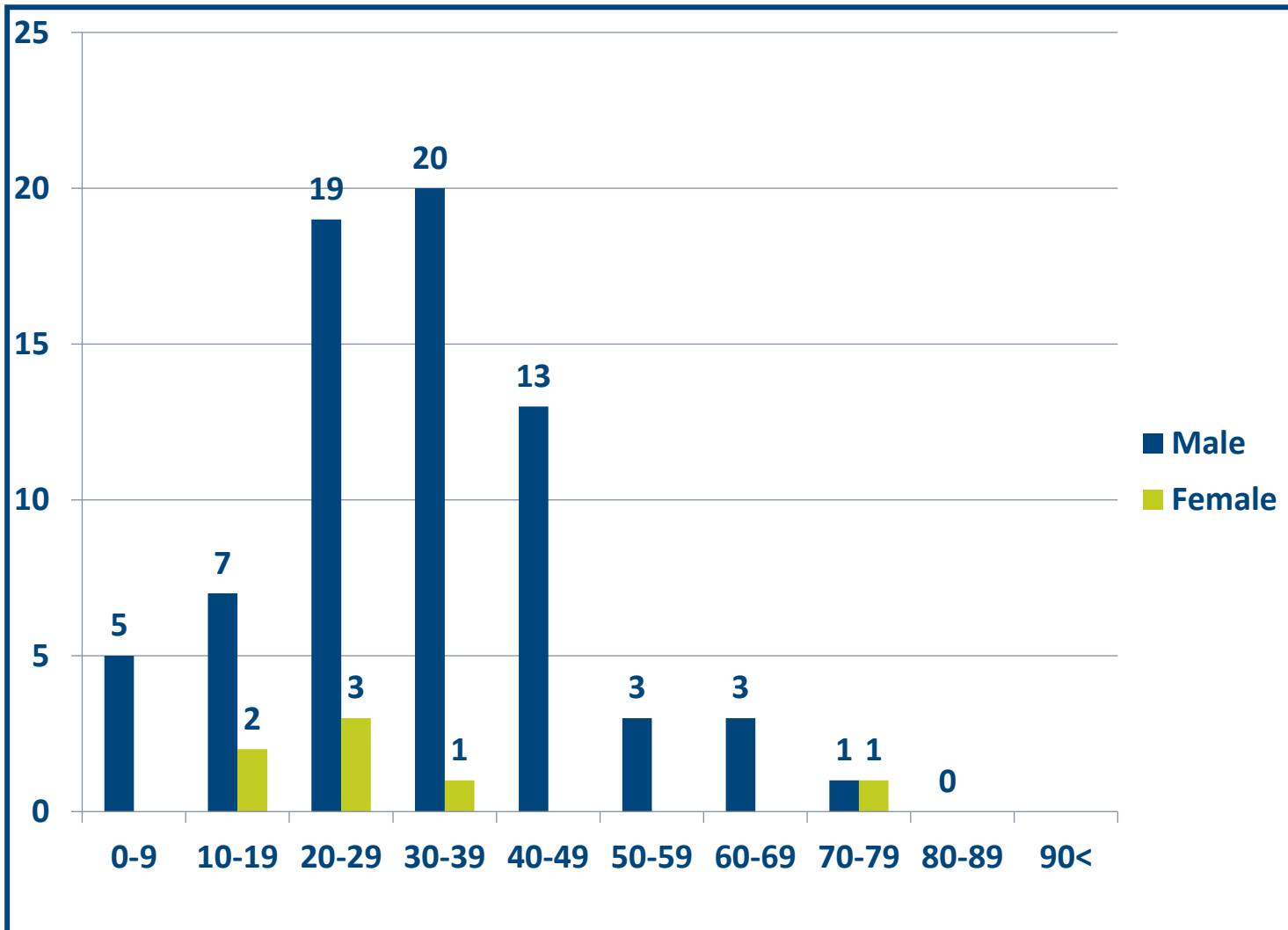
Dwight Terrell	Jalen Shepard	Brice McGuffin	Ameer Mumin	Jerald Irvin	Terrance Hill	Terrance Hammond	Dimin Griffin	Gary Walker	Kristi Araya
Gregory Jefferson	Tywan Jones	Marquell Wilcox	David Francis	David Mitchell	Ammanuel O'Neil	Alisa Phillips	Ronald Steele	Terry Jones	Audonne Childress
Woody Green	Reginald Mason	Christian Jones	Wilmer Diaz	Jermiah Borders	Christopher Beck	Emile Allen	Jerome Lipscomb	Leandra Heights	Anthony Harris
William Mirae	Maurice Roberts	Lorenzo Gray	John Wilson	Marlo Williams	Walter McE, Jr.	Jamar Higgin	Alonzo Bowser	D'Andreia Funchess	Melvin Roundtree
Jacoby Doraldson	Anthony Billups	Leonard Brewington	Michael Lamb	Aaron Zander	Rudolph Smith	Darnell Gamble	Andre Dockery	Ramie Kemp	Derrico Christopher
Malcolm Meaz	Lariden Mottishaw	Christopher Griffin	Lee Anderson	Antonio Johnson	William Relford	Reahir Ferrell	Shaun Lewis	Demetria Craig	Joshua Nettles
Mony Reid	Dakota Hollis	Ashton Parn	Jermiah Knox	Anthony Jamison	D'Marian Davis	Ukhan Bholoe	Antonio Thrasher	Tyrese Woodkins	Johanna Fox
Dekuan Gray	Thomas Duncan	Jayden Krebs	Brennan Crittes	Norahia Justice	Logan Lawson	Jamies Witherspoon	William Gibson		



Homicides (Race / Gender)



Homicides (Age)



Case Closures

- 2022 Closure Rate is 74% (2021 – 74%)
- A positive closure is considered:
 - Arrest
 - Death of Offender
 - Prosecution Declined
 - Suspect awaiting Grand Jury Presentation
 - National Clearance Rate 50%*

– * <https://www.theatlantic.com/newsletters/archive/2022/07/police-murder-clearance-rate/661500/>

Method of Operation

- Firearm 64
 - Fire 1
 - Edged Weapon 4
 - Blunt Force / Strangulation 5
 - Vehicle 1
 - Other 3
-
- Adult victims – 68/ Juvenile victims – 10

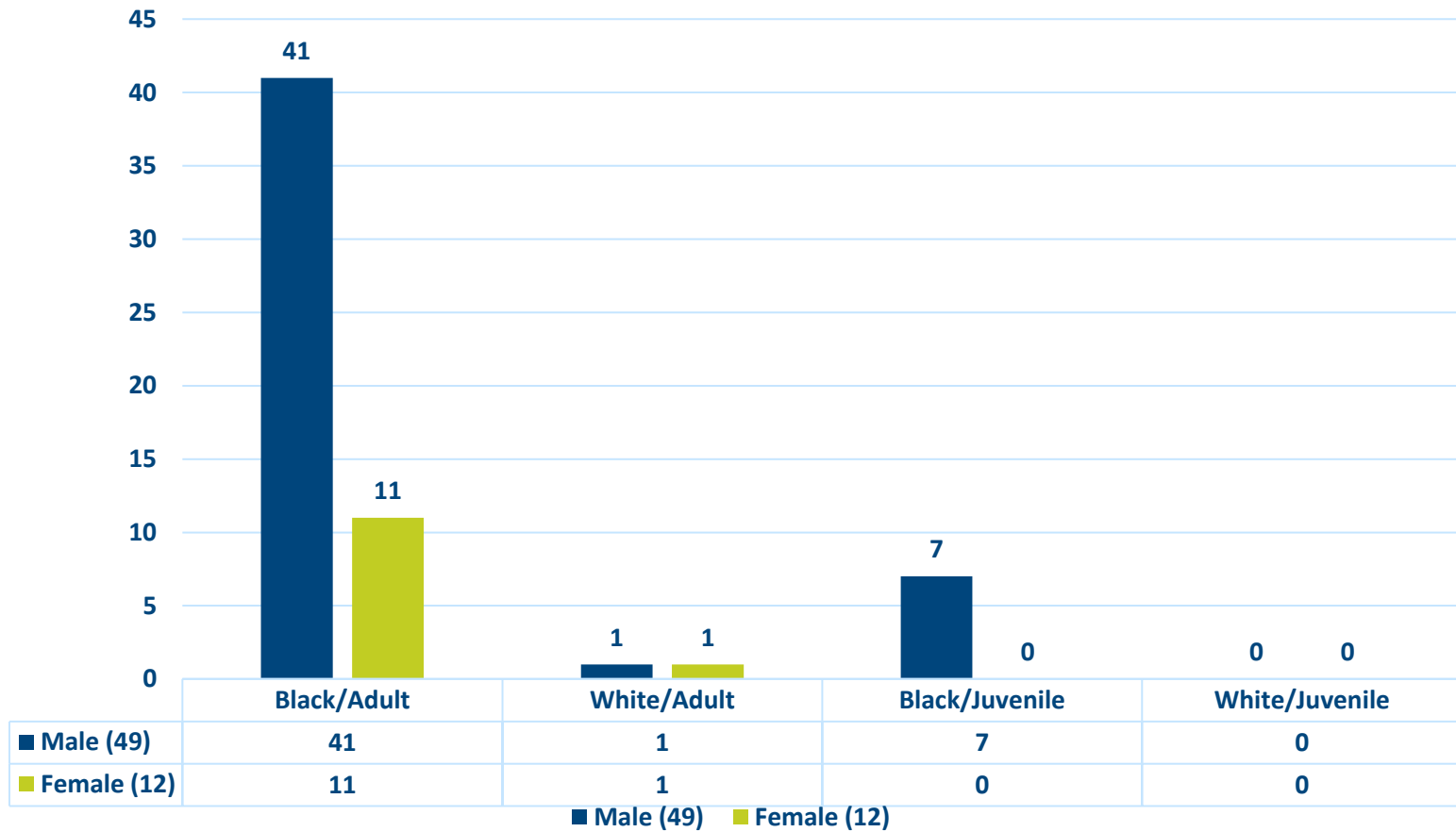
Circumstances of Incident

*Several incidents covered multiple categories

Suspect* Background

*For closed cases (58)

2022 Homicide Suspect Demographics



*Note – Not all identified as “suspect” were criminally culpable

February 23, 2023

202300699

To: Members of the Climate, Environment, and Infrastructure Committee
From: Sheryl M. M. Long, City Manager
Subject: Presentation — Violence Reduction – Update Efforts to Re-Imagine CIRV

Attached is the presentation for the Violence Reduction Update in Efforts to Re-Imagine CIRV.

cc: Virginia Tallent, Interim Assistant City Manager

Violence Reduction - *Update* Efforts to Re-imagine CIRV

City Manager's Office, CEI Committee

February 23, 2023



Reimagining CIRV

The Cincinnati Initiative to Reduce Violence (CIRV) is a multi-agency and community collaborative effort initiated in 2007 to reduce gun violence.

How has CIRV changed over the years?

Modeled initially after Operation Ceasefire in Boston, CIRV used traditional Call-Ins and Street Outreach as its primary violence reduction program from 2007-2015.

Several things have changed :

- In 2007, there were nearly 2,000 individuals identified as being involved in group or gang violence; as of 2020, we have less than 250.
- Our gangs now rarely self-identify like the traditional gang structure; they are much more fluid, cross boundaries and interact with each other.

How has CIRV changed over the years?

Modeled initially after Operation Ceasefire in Boston, CIRV used traditional Call-Ins and Street Outreach as its primary violence reduction program from 2007-2015.

Several things have changed :

- We have seen more trigger pullers that operate solo or in small clusters than in groups or gangs.
- An obligation to frequently update our intelligence so those no longer in the “lifestyle” are not subjected to unwarranted scrutiny.
- The City recognizes gun violence as a public health crisis and the need to address risk factors and resilience at the community level that can protect against violence.

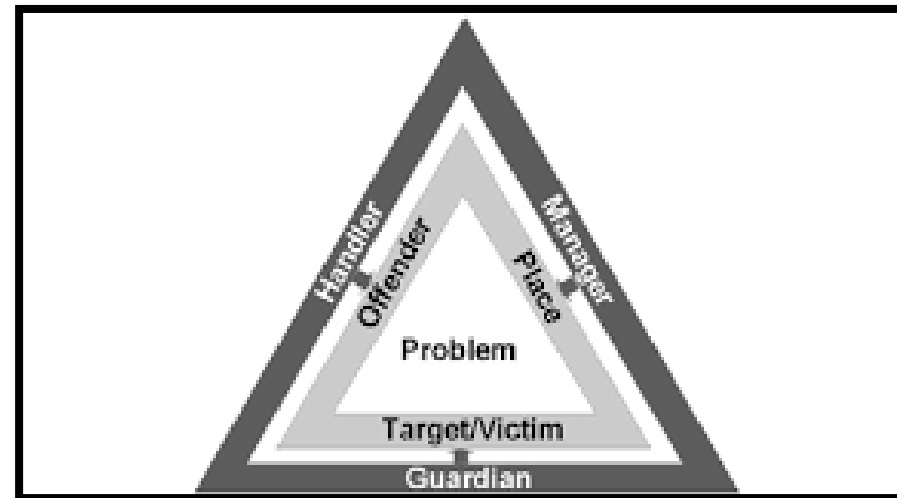


Reimagining CIRV

As a result, the City is now re-imagining and re-orienting our violence reduction strategy to include a range of diverse initiatives to address the people and locations at the highest risk for gun violence.

Reimagining CIRV

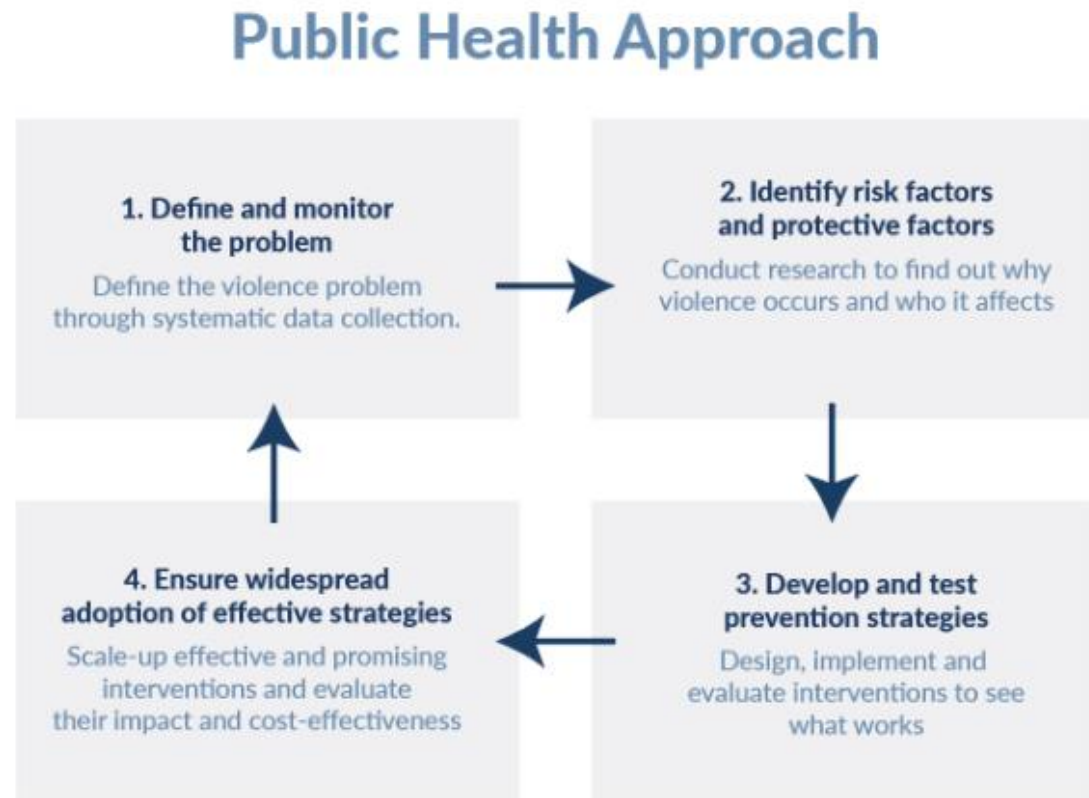
Building a new approach that allows the City to simultaneously attack two sides of the crime triangle aggressively, producing more sustainable violence reduction than just group and gang cases alone.

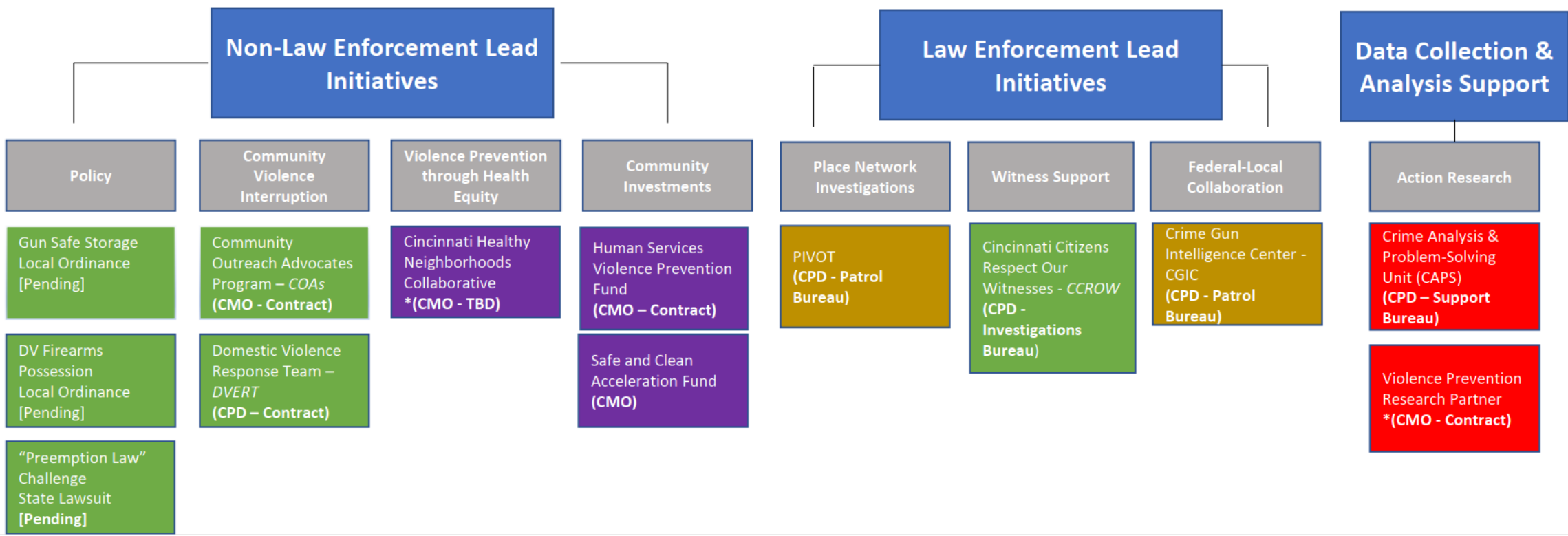


What Is The Public Health Approach

The Centers for Disease Control and Prevention and World Health Organization outline a public health approach to violence prevention based on four steps:

- (1) define and monitor the problem,
- (2) identify risk and protective factors,
- (3) develop and test prevention strategies,
- (4) ensure widespread adoption of effective strategies.





Program Legend

- Response
- Prevention
- Intervention
- Program Support



Request for
Proposal –
Research
Partner

City seeks a research partner for its reimagining of CIRV and the Healthy Neighborhoods Collaborative we seek to build through that work.

The research partner will lead a cross-sector partnership – centered in a public health approach – to deepen its understanding of neighborhood crime drivers and help create and assess the team's strategies to address these issues.



Request for Proposal - Research Partner

- The Research Partner will provide research and analytical support to the City in its violence reduction efforts.
- Specific areas of assistance will include:
 - Reviewing hotspots and other crime-related data identified by the cross-sector partnership.
 - Deepening the cross-sector partnership's analysis of crime drivers, local needs, and available resources to address those needs.



Request for Proposal - Research Partner

- Specific areas of assistance will include:
 - Assist in the development of new data-driven and evidence-based strategies that address the local drivers of crime.
 - Assist with the collection of data and tracking performance measurement.
 - Assist in the preparation of quarterly progress reports for the cross-sector partnership.
 - Assess and report on program implementation and plan to sustain effective strategies.
 - Co-author with the City on at least one externally funded grant proposal per fiscal year upon the City's request.

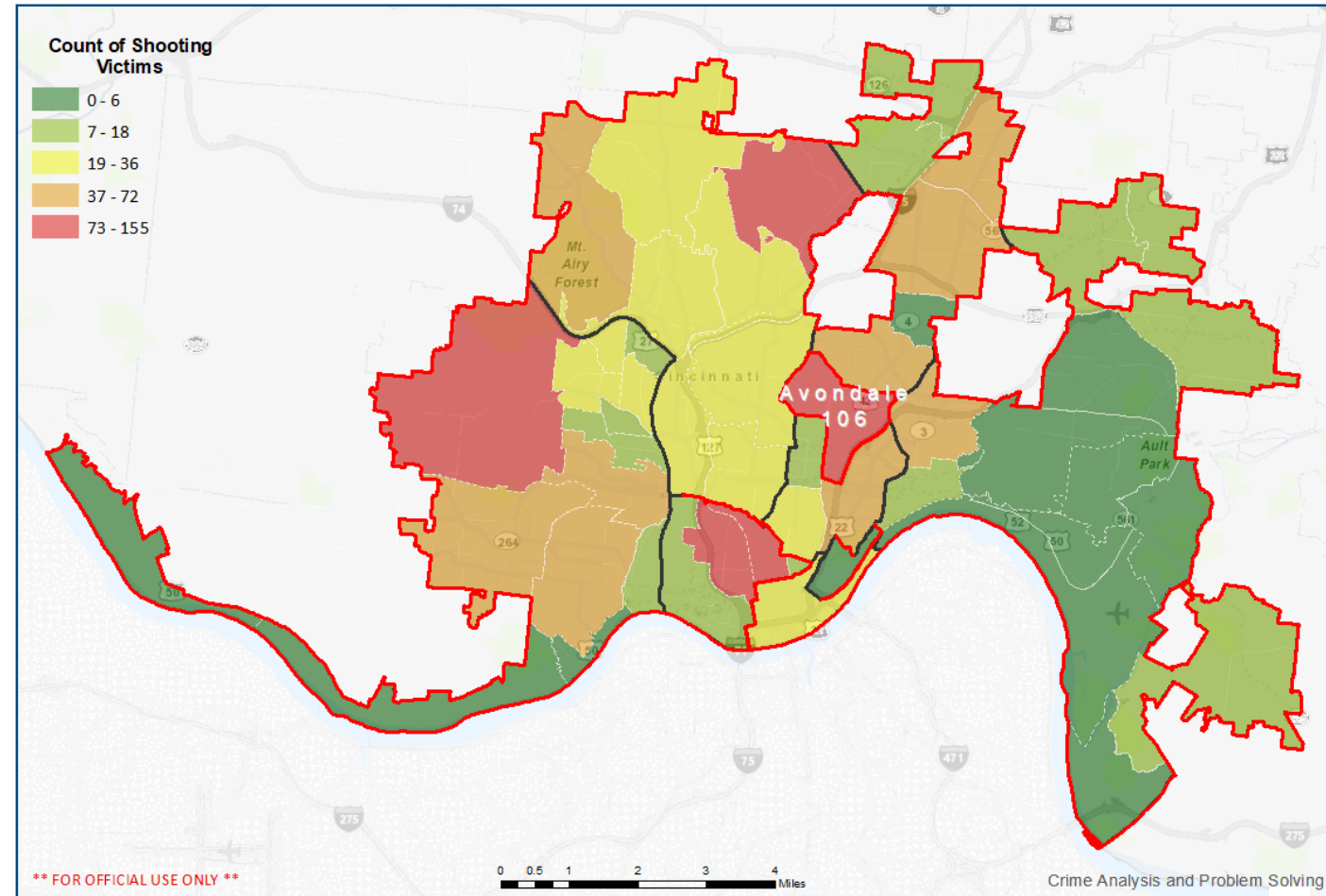
SHOOTING VICTIMS – TOP NEIGHBORHOODS / CITYWIDE

Three Year TF (01-Jan-2019 to 25-Sept-22)

- Data pull / Timeframe
 - Morning Shooting Report
 - Three Year Timeframe
- Citywide Averages
 - Total Shooting Victims: 1,558
 - Shooting Victim Age: 29
 - Juvenile: 10.5 % of Shooting victims (163)
 - Adult: 89.5 % of shooting victims (1,395)
- Top 5 Neighborhoods – Shooting Victims:
 - West End (155)
 - OTR (143)
 - Avondale (106)
 - Winton Hills (90)
 - Westwood (87)

Distribution of Shooting Victims in Cincinnati Neighborhoods

January 1, 2019 - September 25, 2022



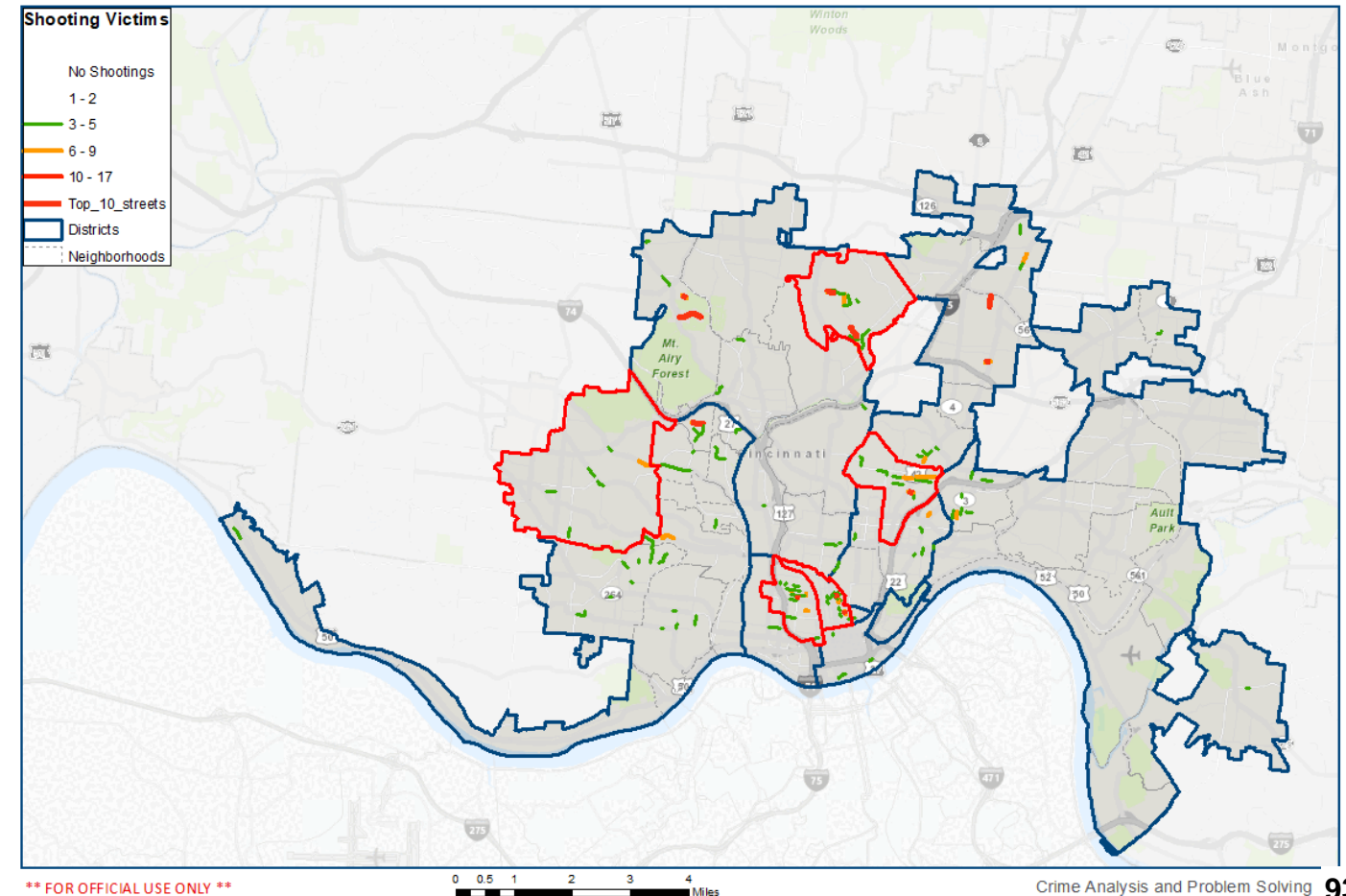
SHOOTING VICTIMS – TOP 11 STREET SEGMENTS

Three Year TF (01-Jan-2019 to 25-Sept-22)

- From Districts to street segments
 - Top street segments not always in the top neighborhoods
- Top 11 Street Segments by shootings
 - (#1) 4790 - 5199 Hawaiian Ter (17) / D5
 - (#2) 58 - 99 E McMicken Av (16) / D1
 - (#3) 4813 - 5051 Winneste Av (12) / D5
 - (#4) 1610 - 1699 Linn St (11) / D1
 - (#5) 6968 - 7099 Glen Meadow Ln (10) / D4
 - (#5) 1322 - 1398 Main St (10) / D1
 - (#6) 1572 - 4860 Yarmouth Av (9) / D4
 - (#6) 2300 - 2599 Nottingham Rd (9) / D3
 - (#6) 5300 - 5479 Bahama Ter (9) / D5
 - (#7) 800 - 839 Blair Av (8) / D4
 - (#7) 775 - 899 Dutch Colony Dr (8) / D5

Distribution of Shootings in Cincinnati Streets

January 1, 2019 - September 25, 2022



Non-Law Enforcement Strategies

Community Violence Interruption (CVI)	Community violence intervention (CVI) programs focus on reducing homicides and shootings by establishing relationships with people at the center of gun violence in our communities. These programs support people at the highest risk of being victims or perpetrators—or both—of violence.
Violence Prevention through Health Equity (VPHE)	Public health research reveals several risk factors at the community level that increase the likelihood of violence in a neighborhood, as well as a set of resilience factors that can protect against violence taking place. The public health approach addresses these risk and resilience factors to prevent violence before it occurs.

Non-Law Enforcement Programs (CVI)

<p>Community Outreach Advocates - COAs</p> <p><i>Urban League</i></p>	<p>Community Outreach Advocates (COAs) provide the following services in all 5 Cincinnati Police Districts:</p> <ul style="list-style-type: none">• <u>Non-police critical incident responses</u> to shootings, homicides, and other community incidents that require crisis intervention and de-escalation• <u>Increased community and resident engagement</u> in shaping crime prevention efforts• <u>Coaching and Mentoring at-risk individuals</u> and their families to make wholistic changes in their lives by leveraging partnerships to streamline social services, training, education, and employment.
<p>Domestic Violence Response Team - DVERT</p> <p><i>Women Helping Women</i></p>	<p>DVERT™ (Domestic Violence Enhanced Response Team) is a trauma focused crisis response team that provides an on-call, on-scene response to domestic violence survivors to avert gender-based violence and to prevent children from growing up in violent homes. DVERT™ provides on-scene safety planning, access to resources, empowerment, and engagement in on-going support services.</p>

Non-Law Enforcement Programs (VPHE)

Cincinnati Healthy Neighborhoods Collaborative	<p>A public health centered, collaborative impact approach to violence prevention within Cincinnati communities disproportionately impacted by gun violence based on four steps:</p> <ul style="list-style-type: none">• (1) define and monitor the problem,• (2) identify risk and protective factors,• (3) develop and test prevention strategies,• (4) ensure widespread adoption of effective strategies. <p>*Social Determinants of Health (SDH): Economic Stability, Education Access and Quality, Health Care Access and Quality, Neighborhood and Built Environment, Social and Community Context</p>

Non-Law Enforcement Programs (Com. Investments)

<p>Human Services Violence Prevention Fund</p> <p><i>United Way</i></p>	<p>Human Services programs and services help people with basic needs that make our communities safer, healthier and stronger.</p> <p>Focus on funding programs and projects targeting youth in top neighborhoods for gun violence (top street segments and FY21 data). Goal is to fund projects seeking to address youth caught in cycles of trauma and violence – both potential victims and perpetrators; and providing economic stability for youth at risk.</p>
<p>Strategic Opportunities Incubator</p>	<p>Grant-Making Initiative to support the development and sustainability of Community Led Violence Prevention programs.</p> <ul style="list-style-type: none"> • Community Mental Health Advocacy Training Program - A mental and behavioral health advocacy training program in the City of Cincinnati that can be adapted and delivered to multiple training cohorts interacting with youth (ages 12-24) in the City of Cincinnati. • Capacity Building and Seed Grants for Youth Violence Prevention - Provides capacity building support for 10 small organizations, in addition to administering ten (10) mini-grants (of up to \$15,000.00) for those small, neighborhood-based organizations to conduct neighborhood-focused violence prevention activities.

Law Enforcement Strategies

Place Network Investigations	<p>PNI is a citywide violence reduction strategy grounded in evidence that persistent crime patterns and violent hot spots are visible indicators of underlying crime-place networks. Skilled PNI investigators, working in chronically violent micro-locations, identify these networks and associated dynamics contributing to violence. Using a holistic governance model, investigators partner with an all-city/county team to prioritize local resources and remove place-based opportunities for violence.</p>
Witness Support	<p>In general, such collaboration provides advantages for local law enforcement facing high rates of gun violence. Federal penalties for firearm violations are generally more severe than state penalties, and federal law enforcement officers may have access to better intelligence.</p>
Federal – Local Collaboration	<p>In general, such collaboration provides advantages for local law enforcement facing high rates of gun violence. Federal penalties for firearm violations are generally more severe than state penalties, and federal law enforcement officers may have access to better intelligence.</p>

Law Enforcement Programs

Place-Based Investigations of Violent Offender Territory <i>Place Network Investigations</i>	PIVOT is a strategy developed to address small areas where violence has been chronic and sustained. This strategy focuses on identifying place networks that facilitate violence. The goal is to disrupt offenders' ability to harm individuals and the surrounding community, using a problem-oriented approach that capitalizes both on focused deterrence and place network interventions. Sustainable solutions are considered paramount.
Cincinnati Citizens Respect Our Witnesses <i>Witness Support</i>	The CCROW witness support program provides a variety of services including court-related services, social services and referrals to counseling services designed to meet the needs of witnesses and their loved ones.
Cincinnati Gun Intelligence Center <i>Federal-Local Collaboration</i>	A local multidisciplinary initiative to prevent violent crime by identifying perpetrators, linking criminal activities, and identifying sources of crime guns for immediate disruption, investigation, and prosecution.

BE

SMART

Secure

all guns
in your home
and vehicles

Model

responsible
behavior
around guns

Ask

about the
presence of
unsecured guns
in other homes

Recognize

the role
of guns
in suicide

Tell

your
peers to
be SMART

For more information on what you can do to keep kids safe, visit

BeSmartForKids.org



HAMILTON COUNTY
R3SOURCE
REDUCE. REUSE. RECYCLE.

SOLID WASTE PLAN UPDATE HIGHLIGHTS

2024-2038

The full Hamilton County Solid Waste Management Plan Update 2024-2038 draft can be found at HamiltonCountyR3Source.org under "About Us".

Introduction

Hamilton County R3Source is currently updating its 15-year Solid Waste Plan, as required by the Ohio Environmental Protection Agency. A solid waste plan is a guidance document that a local solid waste district uses to implement programs and initiatives to continually improve recycling and waste reduction within its jurisdiction and reduce the amount of waste going to landfills.

Hamilton County R3Source used a data-driven process to develop landfill-diversion strategies and increase diversion over the planning period. Hamilton County R3Source chose this approach to progress achievable and realistic goals through implementable strategies.

2038 DIVERSION GOALS BY SECTOR		
Sector	2020 Diversion %	Aspirational 2038 Diversion %
Residential	18%	27%
Commercial	43%	50%

Strategies

for Reducing Wasted Food

At the start of the Plan Update process, an analysis of all R3Source programs was compared to the waste characterization study of the Hamilton County landfill to identify material-specific waste reduction strategies. The material with the greatest diversion potential was food.

FOOD WASTE DIVERSION GOAL & RECOVERED QUANTITIES		
Sector	Landfill Diversion Goal	Annual Tonnage Recovered
Food Waste	50%	27%



**Consumer
Education**



**Strengthen
Food Rescue**



**Compost
Anything Remaining**

Consumer Education

- Continue the “Wasted Food Stops with Us” campaign and participation in national efforts with the NRDC Food Matters Cohort, EPA, and ReFed

Strengthen Food Rescue

- Support Food Rescue infrastructure with grants, technical support, and collaborative working groups
- Partner with Health Departments to promote safe donation from restaurants, caterers, and cafeterias
- Partner with local food recovery partners to address barriers to increasing food donations from retailers

Compost Anything Remaining

- Facilitate a Public/Private/Partnership (PPP) to bring centralized food scrap composting to the region
- Provide technical assistance and grants to large food waste generators to divert clean organic waste streams toward anaerobic digestion or composting
- Provide training and technical assistance to increase the number of small-scale community composting sites





Additional Action Items

In addition to material-specific strategies, the Plan Update includes the following action items to decrease dependency on landfills, reduce illegal waste management, and foster diversion, equity, and inclusion (DEI) in Hamilton County R3Source programs.

01

**Business
Assistance**

02

**Environmental
Enforcement**

03

Grants

04

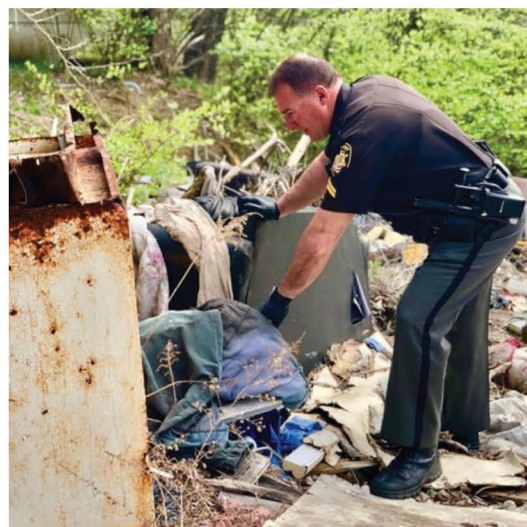
DEI

01 Business Assistance

- Increase the business assistance budget from \$145K to \$220K
 - Conduct targeted outreach to provide custom technical assistance and resources to large commercial waste generators
 - Provide technical assistance and supplies to Hamilton County businesses to cost-effectively recycle cardboard
 - Evaluate the feasibility of awarding a Franchise Agreement for recycling services for businesses
 - Work with local governments to update zoning language to include space for recycling at multi-family properties
-

02 Environmental Enforcement

- Continue to fund a full-time sheriff deputy to investigate illegal dumping
- Work with townships to mandate trash collection
- Collaborate with Keep Ohio Beautiful to provide illegal dumping training for communities, health departments, and police departments
- Continue to provide \$295,000 to Hamilton County Public Health and \$72,000 to Cincinnati Health Department to regulate solid waste facilities



03 GRANTS

- Maintain Residential Recycling Initiative (RRI) funding for communities at \$800,000, if revenue is \$100,000 over projections then funding is increased to \$900,000
- Allow communities to receive funds for commercial tonnage through the RRI and establish a minimum threshold of funding of \$5,000 per community
- Fund innovative waste reduction, reuse, food rescue, composting, and recycling programs

04 DIVERSITY, EQUITY, & INCLUSION

- Hamilton County is the first county in the state of Ohio to incorporate a DEI analysis into their solid waste plan
- Reviewed current and future programming to identify areas of improvement
- Incorporated full text of report into the Solid Waste Plan Update and adopted five central DEI goals

1

Ensure that R3Source delivers accessible, inclusive, and equitable services and programs.

2

Invest in community partnerships that inform decision-making and foster full and equitable civic participation.

3

Engage with residents and communities in inclusive and culturally responsive ways to move the R3Source's DEI work forward.

4

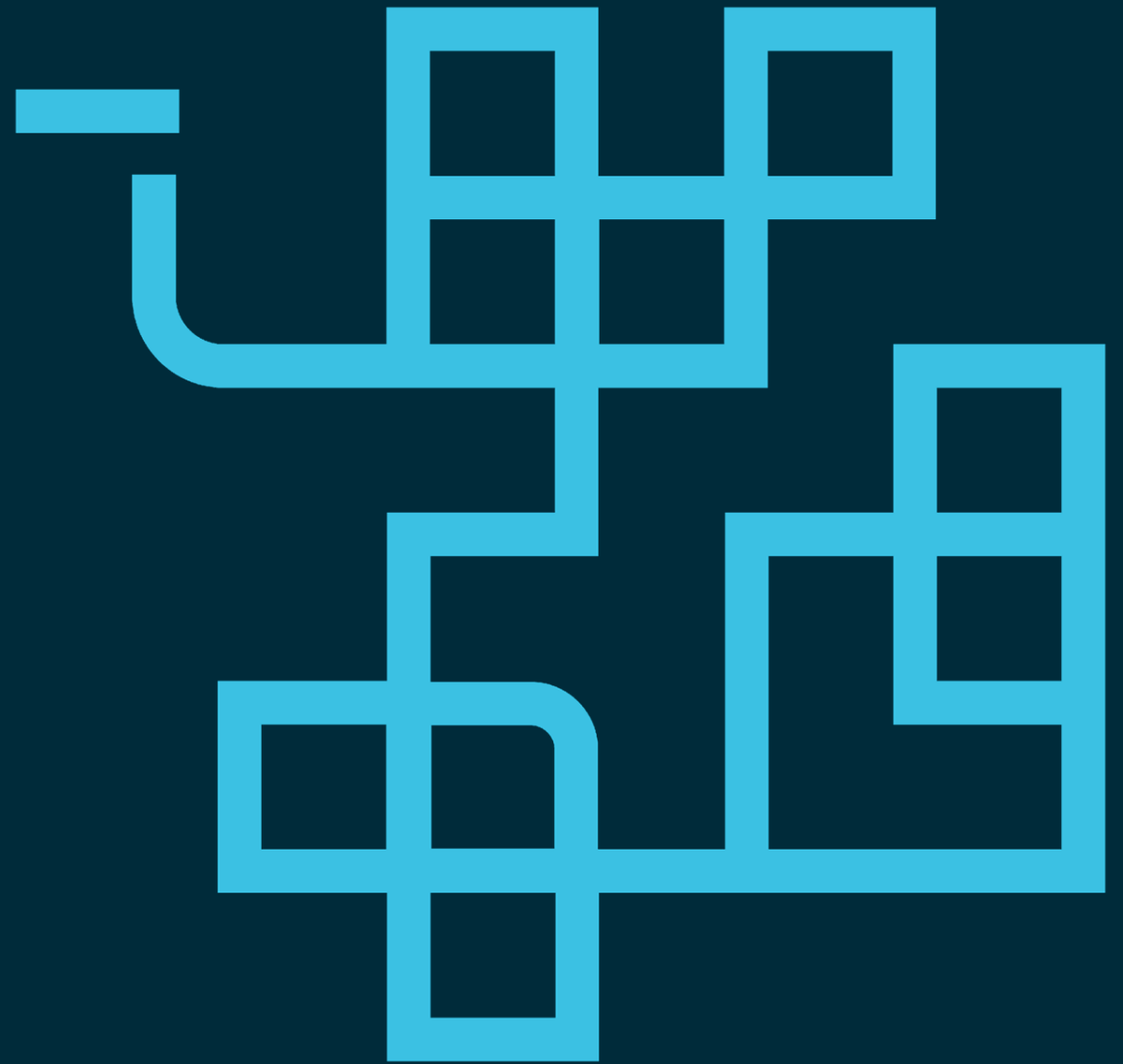
Use data and research as a tool for decision-making and policy and program development.

5

Evaluate and report on DEI efforts to ensure accountability and transparency.

cintrifūse

**CONNECTING &
CATALYZING**



ECOSYSTEM VISION



CINTRIFUSE IS ON A MISSION
TO MAKE GREATER CINCINNATI
THE **#1 STARTUP ECOSYSTEM**
IN THE MIDWEST.

OUR STRATEGIC PRIORITIES:

- Attracting startup capital and talent to our region's innovation ecosystem
- Supporting startup growth and success across a network of resources
- Driving leading-edge tech innovation in urgent, competitive spaces

Our success is defined by our ability to create opportunities for disruptive innovation while growing a thriving, diverse, and sustainable entrepreneurial community.



Who We Are

STARTUPCINCY: DRIVING OUR REGION'S NEW ECONOMY

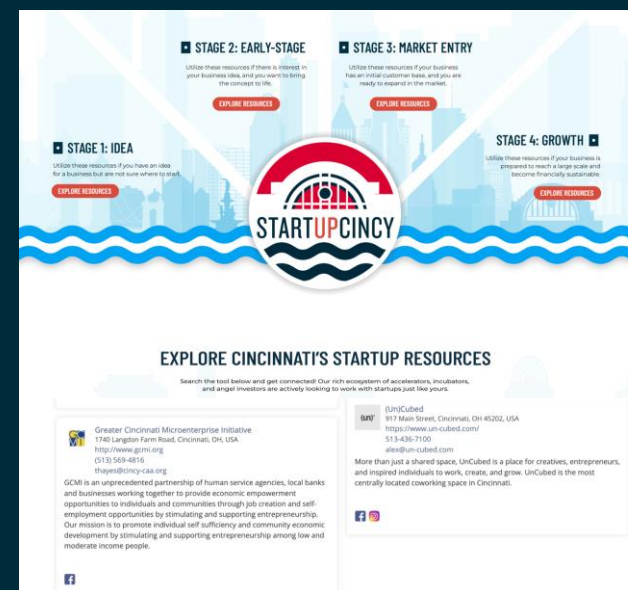
We're dedicated to helping Cincinnati entrepreneurs build their dreams. Whether you're just starting out or scaling up, you'll find everything you need to level up.



BROADENING PARTICIPATION IN THE INNOVATION ECONOMY



Each year, StartupCincy Week brings together thousands of entrepreneurs, investors, and corporations for a week of startup programs, networking, and community celebrations.



The Resource Compass is a collaboration with the City of Cincinnati to connect a broad community of entrepreneurs and micro-enterprises to support resources.

Join us in innovating for a cleaner city and more capable communities during the second annual Rethink Hack-a-thon to **rethink recycling**, this April 2023.

Cintrifuse and the City of Cincinnati are partnering for the 2023 Rethink Recycling Hack-a-thon, which will bring together our community, startup ecosystem, corporate stakeholders, and civic leaders to develop innovative solutions to address the recycling problems in the City of Cincinnati.

In proud partnership with:





greencharge

STARTUPCINCY

The StartupCincy GreenCharge is a coalition driving sustainability-focused innovation and initiatives across the Greater Cincinnati Region.

