



CITY OF KENT, OHIO

Information Technologies Department Memorandum

To: Dave Ruller, City Manager
From: Gary Bishop, IT & Communications Manager *GRB*
Date: 2/27/2019
Re: Managed Services Agreement with QualityIP

Mr. Ruller,

I request that City Council approve the agreement between the City of Kent and QualityIP. We have been working with QualityIP since May, 2017 on many IT projects, the new phone system, backup infrastructure, network design and implementation. They are currently engaged with us on an hourly basis to assist with IT needs that I am unable to complete on my own. As you are aware, those needs are much more than one person can fill, so I have worked on a proposal with QualityIP to take on a larger role in our day-to-day operation.

I ask that this agreement be placed on the March 6th, 2019 agenda so that Council may consider approving the agreement.

I have attached a copy of the agreement for review. Please contact me if you have any questions or concerns

Thank you.



QualityIP

Knows IT

We have prepared a quote for you

IT Roadmap

QUOTE # 001736 V2

PREPARED FOR

City of Kent

PREPARED BY

Ryan Markham

We know IT.

The evolution of your business is a journey like no other and it's essential that your technology evolves with it. Now, more than ever, you need robust IT solutions to stay competitive, expert advice to simplify your options, and best practices to tie it all together to streamline your systems. Our friendly technicians enjoy the challenge of combining their expertise to bring you the solution that's right for you.

You belong with us.

This purchase is just the beginning of our collaboration together. We'll be here with you every step of the way to make sure that your technology is advancing your boldest business goals. As CEO of Quality IP, I am proud of our team of experts. We consistently deliver unparalleled solutions, support, and customer service. **Quality IP—Knows IT. Put us to work for you.**

WE KNOW IT



Ryan Markham
CEO, QualityIP



QualityIP
Knows IT

Main: (330) 931-4141
Email: quotes@qualityip.com
Web: <https://www.qualityip.com>

QualityIP

Knows IT

Friday, February 22, 2019

City of Kent
Gary Bishop
930 Overholt Rd.
Kent, OH 44240
bishopg@kent-ohio.org

Dear Gary,

Over the last year we've helped redesign your firewall, networking, telecom, phone system, dispatch center, security practices and disaster recovery planning. We look forward to building on this momentum by adding regular services for HelpDesk, Onsite Support, Procurement, Security Services and big picture planning.

We've built a strong reputation providing similar solutions to organizations like yourself and we're confident you'll be satisfied with our results.



Our Team

QualityIP started in 2004 with one goal in mind, to help companies with business technology needs. We've worked with over 400 companies throughout Northeast Ohio supporting all areas of business technology.

One of our greatest assets is our people. Our dispatch team is the glue of our operation. They manage tickets from creation to completion while guaranteeing each task is properly assigned to a certified technician. There's a lot involved with vendor and staff communication to keep tickets progressing and this group an essential part of that process.

HelpDesk ticketing also provides accountability to the IT department by prioritizing important tasks while making sure all issues are accounted for. Our HelpDesk is staffed from 6 am to 11 pm plus weekends with on call 24/7/365. You'll always talk to a live person that can help.

It's our goal to help City of Kent become proactive with technology. We only provide "best practice" recommendations with certified solutions from companies you can trust. **QualityIP** is Cisco, Dell and Microsoft certified.



PartnerDirect
Preferred

Microsoft Partner
Silver Devices and Deployment

Business name: Quality IP, LLC
Contact name: Ryan Markham
Postal address: 145 S. River St, Kent, Ohio 44240
Email address: ryanm@qualityip.com
Website: www.qualityip.com
Telephone: (330) 931-4141

Corporate Status: Individual/Sole proprietor, Limited Liability Company
Federal Tax ID: 20-1754058

State Vendor ID: 67900033
Incorporated: October, 2004
Active Employees: 50

Network Security



We're always looking to improve security as your IT department. The City of Kent requires advanced security systems to safeguard your public utility and finance functions as well as protect vital statistics data from unlawful access. The best first step was implementing your ASA 5508 firewall with FirePOWER + implementing VLAN's for secure networking. Those systems require regular testing to ensure these newly implemented strategies continue working long term.

Since 95% of data breaches are caused by human error we need to educate staff on how to identify + avoid falling victim to phishing attempts. We ran a dark web scan to identify how vulnerable City of Kent is. We found 176 breaches with passwords that have been compromised on sites like B2B USA, Exactis, LinkedIn, etc.

Here's a breakdown of the highest risk accounts compromised. We can provide more granular details like website names and weak passwords if needed.

Perimeter security does not provide an all-inclusive security defense. That's why we recommend Security Awareness Training to provide initial education + ongoing testing to maintain compliance. We envision this as part of your new hire onboarding process after we certify all existing staff members.

Q: We'll take a granular approach to your security by implementing device monitoring, staff education and IT procedures that support our initiatives quoted under Managed Security in our proposal. **Let's transform your weakest links into your strongest defense.**



Disaster Recovery Planning

QualityIP currently provides Veeam virtualization backup software licensing and daily transfer management tasks from SAC to PD and PD to SAC. This was a significant improvement from the previous design that's provided confidence in our ability to restore data when needed.

Q: This system has been working great. No changes needed at this time.



Managed Services

Computers require routine maintenance like windows updates, firmware patches, scheduled scans, event log tracking and resource monitoring. These maintenance tasks are essential to run real-time since they're usually bug fix or security protection oriented.

Q: We plan to get these tasks back on track through our AutoMate scripting engine and door-to-door visits. Once our initial baseline is created through our onboarding process you'll find more consistent results with workstation performance.



Professional Services

There's a lot of technology to manage across all city offices. We require someone to respond to IT requests, someone to manage larger IT projects, someone to update systems, someone to onboard/offboard staff, someone to meet with city officials, someone to order hardware and someone to be researching better ways to protect our IT environment. This all happens today with one person. We plan to build around Gary Bishop so he can focus on big picture tasks while we manage the HelpDesk, daily ticketing, onboarding/offboarding, phone system changes, firewall monitoring, etc.

Q: Once we're announced as your new IT HelpDesk we'll follow by emailing our welcome packet. This highlights our mission and the ways to contact **QualityIP** for IT support. These efforts coincide with door-to-door staff introductions to put a face with the name. During this process we'll start our initial cleanup + maintenance work to provide an immediate impact on workstation performance.



Microsoft Deadlines

As of January 14th, 2020 your Windows 7 workstations will become end-of-life. After that date Microsoft will no longer provide security updates or system patches to these systems.

Q: You currently have 30 - 40 workstations that need replaced in the next 15 months. This requires working with staff to determine if it's one-for-one replacement or do we move machines around to provide a greater impact for additional users. We'll will work with Dell on the best pricing possible, then we'll order, track, stage, install and test each computer implemented + recycle equipment removed from service.

You'll be amazed how much faster and easier things work with this newly designed infrastructure!!


At **QualityIP** we preach teamwork...



- We have a dispatch team that creates + manages HelpDesk tickets. They regularly communicate with City of Kent users and **QualityIP** resources to ensure tickets always have a streamlined path to completion.
- We have a procurement team that helps get computers, printers, toner or whatever is needed. We'll track shipments to schedule installation for the date of delivery.
- We have a HelpDesk team in our office from 6 am to 11 pm plus weekends with on call 24/7/365. You'll always talk to a live person that can help.




It really takes a village to make this work and you have the full **QualityIP team at your disposal.**






Let me know when you'd like to get started.






Ryan Markham
President / CEO
QualityIP

HelpDesk System		Recurring	Qty	Ext. Recurring
HelpDesk Software + Management System Licensing for Gary Bishop		\$150.00	1	\$150.00
Recurring Subtotal				\$150.00

Managed Backup		Recurring	Qty	Ext. Recurring
Managed Backup -- Veeam Licensing		\$50.00	5	\$250.00
Encrypted Offsite Backup Transfer Management (SAC to PD + PD to SAC)		\$50.00	4	\$200.00
*Currently under agreement for backup management				
Recurring Subtotal				\$450.00

Managed Services		Recurring	Qty	Ext. Recurring
Managed IT for Workstations - Hardware and Software Asset Management - Online Trouble Ticket Management - Desktop Optimization & Management - Windows Patch Management - Technician Remote Access - Centralized administration for updates and scheduling		\$21.00	150	\$3,150.00
Managed IT for Server - Server Availability Monitoring Maintenance - Microsoft Patch Management - Event Log Monitoring - Log File Maintenance - Drive Space Monitoring - Hardware and Software Asset Management - Online Trouble Ticket Management - Integrated solution providing security protection for file servers - Central administration of all features, including updates, and scheduling		\$95.00	5	\$475.00
Customer currently has Sophos Licensing		(\$1,500.00)	1	(\$1,500.00)
Recurring Subtotal				\$2,125.00

Managed Security		Recurring	Qty	Ext. Recurring
Managed Firewall Monitoring Security Service Administration, monitoring and maintenance of firewall infrastructure, freeing clients from the burden of policy management, upgrades and patch deployment.		\$100.00	1	\$100.00
Managed Network Topology Administration with Security Intelligence Event Monitoring Instantly know how everything on a network is connected with a complete map of physical and logical topologies		\$20.00	40	\$800.00
Security Awareness Training + Incident Response Tracking with Policies and Procedures Educate employees about corporate policies and procedures for working with Information Technology		\$1,000.00	1	\$1,000.00
External Vulnerability Scanning + Remediation Pinpoint your most critical threats and prioritize patching		\$150.00	1	\$150.00
Managed Password Service for Network Administrators and Staff Securely share, store, synchronize, and audit passwords while meeting compliance objectives		\$275.00	1	\$275.00
*Passwords currently stored in Google spreadsheets				
Recurring Subtotal				\$2,325.00

Professional Services		Recurring	Qty	Ext. Recurring
Virtual Chief Information Officer Formulating strategic IT goals, planning the IT budget, analyzing and reworking business processes and facilitating technology changes.		\$175.00	2	\$350.00
Virtual Chief Security Officer Partners with you as a trusted member of your leadership team to develop and maintain a company security vision and strategy.		\$175.00	2	\$350.00
Onsite and Remote IT Services Provide technical support and troubleshooting services to end-users who need assistance with their computer hardware or software.		\$120.00	150	\$18,000.00
Microsoft Silver Certified Services (Active Directory, Office Licensing, SharePoint) Provide Microsoft Certified technical support and troubleshooting services to end-users who need assistance with Microsoft Products.		\$135.00	2	\$270.00
Cisco Premier Certified Services (Firewall, Switches, Phone System) Provide Cisco Certified technical support and troubleshooting services to end-users who need assistance with Cisco Products.		\$150.00	5	\$750.00

Main: (330) 931-4141
Email: quotes@qualityip.com
Web: https://www.qualityip.com

QualityIP

Knows IT

Professional Services		Recurring	Qty	Ext. Recurring
Municipality Discount		(\$9,000.00)	1	(\$9,000.00)
			Recurring Subtotal	\$10,720.00

Main: (330) 931-4141
Email: quotes@qualityip.com
Web: https://www.qualityip.com

IT Roadmap



Prepared by:
QualityIP
Ryan Markham
(330) 474-1240
quotes@qualityip.com

Prepared for:
City of Kent
930 Overholt Rd.
Kent, OH 44240
Gary Bishop
(330) 676-7557
bishopg@kent-ohio.org

Quote Information:
Quote #: 001736
Version: 2
Delivery Date: 02/21/2019
Expiration Date: 04/30/2019

Recurring Expenses Summary

Description	Amount
HelpDesk System	\$150.00
Managed Backup	\$450.00
Managed Services	\$2,125.00
Managed Security	\$2,325.00
Professional Services	\$10,720.00
Recurring Total:	\$15,770.00

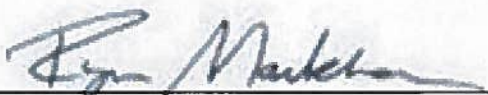
Summary of Selected Payment Options

Description	Amount
Term Options: Managed IT Agreement	
Selected Recurring Payment	\$15,770.00

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

QualityIP

City of Kent

Signature: 
Name: Ryan Markham
Title: President / CEO
Date: 02/21/2019

Signature: _____
Name: Gary Bishop
Date: _____

Managed IT Agreement

Thank you for selecting Quality IP!

We are committed to providing you with the highest quality services. Please let us know if you have any questions or concerns.

By this Monitoring/Managed IT Services Agreement ("Agreement"), Quality IP, LLC. ("QualityIP") and City of Kent ("Client") agree as follows:

1. **Services.** During the term of this Agreement QualityIP agrees to provide the services described in the attached Quote 001736 with respect to the Computer System identified in Quote 001736. "Computer System" means the computer hardware and the computer software listed in Quote 001736.
2. **Term.** This Agreement is effective as of 04/01/2019 and shall continue for 24 months, and thereafter shall automatically renew for successive terms of 12 months unless terminated as provided herein.
3. **Fees.** Client shall pay QualityIP fees for the services described within 10 days of invoice.
4. **Client Responsibilities:** Within 5 business days of the occurrence of any of the following events Client will notify QualityIP of the occurrence of such event: (i) any change to the Computer System, including the addition, deletion, replacement, or damage to any hardware or the addition or deletion of any software; (ii) any change to Client's internet connection or provider; and (iii) any malfunctions of the Computer System or Client's internet connections.
5. **Warranty Disclaimer.** While QualityIP believes that the monitoring and management IT services described on Quote 001736 will help to maximize the performance of the Computer System and increase the likelihood of early detection of potential problems, QualityIP does not warrant that the products or services provided herein will achieve any particular results or prevent any particular problems or malfunctions. As such, QualityIP makes no warranties whatsoever, express or implied, including but not limited to warranties for merchantability or fitness for any particular purpose with respect to its products and services.
6. **Limitation of Liability.** Under no circumstances shall QualityIP have any liability for any losses, claims, demands, penalties, actions, causes of action, suits, obligations, liabilities, damages, delays, costs or expenses, including attorney's fees caused, directly or indirectly, in whole or in part, by (i) any acts or omissions of Client, its employees or contractors; (ii) a third party; (iii) abuse, misuse, alteration or use the Computer System by Client or others; (iv) causes beyond its control, including strikes, riots, earthquakes, epidemics, wars, terrorism, fires, floods, weather, heat, humidity, cold, power failures, telecommunications interruption, computer malfunctions, software malfunctions, acts of God and any other failure, interruption or error not directly caused by QualityIP. No action against QualityIP arising out of or concerning this Agreement (whether based in contract or tort) may be brought more than one (1) year after the termination of this Agreement. In all events and under all circumstances, QualityIP's liability is limited, in the aggregate, to the amount of fees actually

paid to QualityIP for the services rendered. Under no circumstances shall QualityIP have any liability for any incidental, consequential, special, indirect, delay, economic or property damages whatsoever (including any damages for loss of business, loss of business profits, business interruption, loss of business information, or other pecuniary loss), even if QualityIP or its suppliers were advised of the possibility of such damage.

7. **Interference.** Client shall not, directly or indirectly, during the term of this Agreement and for 12 months following the termination of this Agreement, induce or influence any employee of QualityIP to terminate their relationship with QualityIP. Employing, granting an interest in any business to, or otherwise compensating an ex employee of QualityIP for services of any nature during the 12 months following the end of such person's employment with QualityIP is conclusively presumed to be a violation of this provision.

8. **Confidentiality.** Each party shall treat the information received from the other party that is designated as confidential ("Confidential Information") as a trade secret and strictly confidential. Neither party shall use any Confidential Information except in connection with performance of this Agreement. Neither party shall disclose any Confidential Information to any person except those persons within its organization who need to know such information to perform this Agreement. Upon termination of this Agreement, each party shall either return or destroy all of the other's Confidential Information in their possession.

9. **QualityIP's Property.** The software and programs installed by QualityIP to enable it to provide the services described in Quote 001736 are the sole and exclusive property of QualityIP (Management Software). The Management Software may only be possessed and used by Client in connection with this Agreement. Under no circumstances may any Management Software be copied or transferred. Upon termination of this Agreement, Client shall cease using the Management Software and shall immediately uninstall and return the Management Software to QualityIP (retaining no copies). Client shall, upon the termination of this Agreement, permit QualityIP to come onto its premises and have access to the Computer System for the purpose of removing the Management Software. Notwithstanding the termination of this Agreement, and in addition to any other remedy available to QualityIP, Client shall remain responsible for the payment of the fees set forth on Quote 001736 until such time as the Management Software is uninstalled and returned to QualityIP.

10. Client shall not subcontract, assign, or transfer any interest, obligation or right under this Agreement without prior written consent from QualityIP, and any such attempt shall be null and void. Any dissolution, merger, consolidation, reorganization or transfer of a majority of the assets or stock of Client shall constitute an assignment of this Agreement. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties and their successors or assigns.

11. **Termination.** By QualityIP. QualityIP may terminate this Agreement in the event Client: (i) fails to make payments as and when required; (ii) commits any other breach of this Agreement; (iii) is the subject of a dissolution or bankruptcy action; or (iv) suffers the appointment of a receiver or trustee. If any of these events occurs, in addition to all other remedies available to QualityIP, QualityIP may immediately cease providing services to Client and the entire amount of the fees identified in Quote

001736 accrued and unpaid together with the fees remaining to be paid through the end of the then existing term of this Agreement shall become immediately due and payable in full in a lump sum.

By Client. Client may terminate this Agreement if QualityIP notifies Client of an increase in fees or the discontinuance of any of the services identified in Quote 001736 (unless such services are proposed to be replaced by equal or better services) by notifying QualityIP within 15 days after QualityIP notifies Client of the fee or service change. In this event Client shall remain responsible to pay the fees identified in Quote 001736 through the effective date of the termination. If Client fails to terminate this Agreement within said period of time, Client shall be deemed to have accepted the changed terms.

By Either Party. Either QualityIP and Client may terminate this Agreement effective at the end of the then current term of this Agreement by providing the other written notice of termination not less than 60 days prior to the end of the existing term. In this event Client shall remain responsible to pay the fees identified in Quote 001736 through the effective date of the termination.

12. **Remedies.** In the event Client violates this Agreement, QualityIP shall have all rights and remedies set forth in this Agreement together with those available to it at law and in equity, specifically including the right to obtain temporary and permanent injunctive orders, to recover damages sustained as a result of such breach, and to recover all costs and expenses. Client shall pay all attorney's fees and court costs incurred by QualityIP with respect to enforcing or defending any claim arising out of or related to this Agreement, including attorney's fees and costs incurred to enforce or collect any judgment, order or award. Such attorney's fees and expenses shall be made part of any award, judgment or order entered in favor of QualityIP. All of QualityIP's rights and remedies are cumulative and may be exercised concurrently and/or consecutively and as often as the occasion therefore arises.

13. **Law and Forum.** This Agreement shall be construed and enforced in accordance with the laws of the State of Ohio, excluding its conflict of laws, and the laws of the United States of America. The forum for resolving any dispute arising out of or concerning this Agreement shall be the Portage County, Ohio Court of Common Pleas, or the United States District Court for the Northern District of Ohio Eastern Division, Akron, Ohio. QualityIP and Client consent to the jurisdiction and venue of said courts and waive any defense they may have to the jurisdiction or venue of said courts.

14. **Severability.** Each and every provision of this Agreement is severable from the other provisions. As such, if any provision of this Agreement is held to be invalid, such invalidity shall not affect any of the remaining provisions of this Agreement, all of which shall remain in full force and effect. Furthermore, it is expressly agreed that the invalid provision shall not be totally avoided if it is possible to modify such provision and make it valid. If it is possible to modify such provision, then such modification shall be made in a manner that maintains, to the greatest extent possible, the legal, economic and practical effect of such provision as it was originally written.

15. **Entire Agreement.** This Agreement, including Quote 001736, constitutes the entire understanding of the parties with respect to its subject matter, and all prior agreements,

understandings and representations are canceled in their entirety.

16. **Taxes.** Client shall be solely responsible for any taxes or similar charges arising out of this Agreement, including all applicable customs, duties, sales taxes, use taxes, value-added taxes, excise charges or brokerage fees. Client shall also be solely responsible for assessing and remitting payment for any such items to the appropriate authorities.

17. **Modification.** This Agreement may only be modified by written agreement of the parties. Except as otherwise provided in this Agreement, no course of dealing or the failure or delay of a party to enforce any provision of this Agreement shall constitute a modification of this Agreement or the waiver of any of its provisions.

18. **Survival.** The provisions of Sections 6, 7, 8, 9, 11, 12, 13, 14, 17, and 18 shall survive the termination of this Agreement and shall remain enforceable according to their terms.

19. **Electronic or facsimile signatures are binding.**

CHANGE ORDER

Order No. #1

Page No. 1 of 2

Date: _____, _____.

Agreement Date: June 8 , 2018 .

NAME OF PROJECT: 2018 CITY OF KENT - CITYWIDE RESIDENTIAL TRASH and RECYCLING COLLECTION

CONTRACTOR: Republic Service of Ohio, LLC

The following changes are hereby made to the CONTRACT DOCUMENTS:

The City of Kent removes Alternate #8A – Recycling Bid Only from the contract with Republic Services of Ohio, LLC. This would remove the requirement for Republic Service of Ohio, LLC to provide recycling to the City of Kent residents and City Buildings as per the bid specifications and bids of 2018 for the duration of the contract.

Justification:

The lack of contractual agreement between Republic Service of Ohio, LLC and Portage County Solid Waste District as proposed to the City of Kent Council, May 2, 2018.

Change to CONTRACT PRICE: Remove the \$6.50 per residential unit per month from Republic billing.

		<u>Per Month</u>	<u>Annually</u>
Original CONTRACT PRICE	Base Bid	\$ 91,897.25	\$1,102,767.00
	Alternate #8A	\$ 27,895.50	\$ 334,740.00

Current CONTRACT PRICE adjusted by previous CHANGE ORDER.

Base Bid	\$ N/A	\$ N/A
Alternate #8A	\$ N/A	\$ N/A

The CONTRACT PRICE due to this CHANGE ORDER will be (increased) ~~(decreased)~~ by

Alternate #8A	\$ 27,895.50	\$ 334,740.00
---------------	--------------	---------------

The new CONTRACT PRICE including this CHANGE ORDER will be

Base Bid	\$ 91,897.25	\$1,102,767.00
----------	--------------	----------------

2018 CITY OF KENT TRASH COLLECTION AND RECYCLING BID SPECIFICATIONS

Order No. #1

Page No. 2 of 2

Change to CONTRACT TIME:

There is no expected Change in duration of contract with Republic Services of Ohio, LLC.

Republic shall release all accounts on March 1, 2019.

Recouping of costs for the recycling to be reimbursed to Portage County Solid Waste District for services rendered since September 2018, till February 28, 2019 shall be at \$ 4.75 per residential unit times 4245 residential units for the month of September and \$ 4.75 per residential unit times 4433 for the months of October November December, January 2019 and February 2019. This is a total of \$125,447.50 payable to the City of Kent, on or before April 1st, 2019 so that payment can be made to Portage County for services rendered between September 2018 till March 1, 2019.

Republic will discontinue billing for recycling beginning March 1st, 2019.

Customers who were billed for March April May will receive a credit of \$19.50 on their next bill. Bagged customers will receive the equivalent dollar amount in trash bags. This would work out to be 7 bags per bagged customer.

The CONTRACT TIME will be (increased) (decreased) by N/A calendar days.

The date for completion of all WORK will be June 8, 2021 with 2 one year contract extensions as agreed by both parties.

By execution of this Change Order, the Contractor acknowledges that this Change Order adequately compensates the Contractor for any and all claims including, but not limited to, those relating to extra work, differing site conditions and/or delays, whether known or unknown, which the Contractor has or may have on the date hereof.

It is mutually agreed that this change will in no way alter any other provisions of the Contract and will not serve as a basis for any additional claims for compensation except for the amount set forth in this Change Order.

Requested by: _____, _____
Title

Ordered by: _____, Director of Public Service
Title

Approved by: _____, _____
(Owner / Contractor) Title

**AGREEMENT BETWEEN THE
DISTRICT COMMISSIONERS OF THE PORTAGE COUNTY SOLID WASTE MANAGEMENT
DISTRICT AND THE CITY OF KENT FOR THE COLLECTION OF RECYCLABLES IN
THE CITY OF KENT**

THIS AGREEMENT is entered into this ___th day of _____ 2019 by and between the District Commissioners of the Portage County Solid Waste Management District (hereinafter "District Commissioners") and the City of Kent (hereinafter "City"),

WHEREAS, the District Commissioners currently provides curbside recycling collection services to several Portage County Political Subdivisions including the City of Kent, and

WHEREAS, the District Commissioners did adopt Resolution No. 19-0___ on _____, 2019 authorizing the District Commissioners to enter into an Agreement with the City of Kent to continue to perform the collection of residential recyclables from all residential dwelling units within the City with the delivery of the collected recyclables to the District Recycling Center in Brimfield, Ohio or to another processing facility; and

WHEREAS, City of Kent adopted Resolution # _____ authorizing the Portage County District Board of Commissioners to make and enter into a contract with the Portage County Solid Waste Management District, and

WHEREAS, the District Commissioners are prepared to continue to provide curbside recycling collection services starting _____, 2019 using Portage County Solid Waste Management District personnel and using Portage County Solid Waste Management District collection vehicles, and

WHEREAS, upon signing of this agreement by all parties, the Portage County Solid Waste Management District shall have the right to provide recycling collection services to all residential dwellings up to three (3) units in the City of Kent through February 28, 2024 as per the following Detailed Specifications:

**DETAILED SPECIFICATIONS
FOR RESIDENTIAL CURBSIDE RECYCLING COLLECTION BY THE PORTAGE COUNTY SOLID
WASTE MANAGEMENT DISTRICT IN THE CITY OF KENT, OH**

SECTION 1 - Definitions

- 1.1 **Billed Units** - Listing of all Residential Dwelling Units to be billed for recycling collection services. The Master Billing Listing shall be created by the District in cooperation with the City and compiled from a combination of existing customer lists, from property tax records, and other applicable sources.
- 1.2 **Container** - The official designated receptacles or recycling carts into which residents place recyclable materials. All such receptacles are and shall remain the property of the District including the contents. Containers may be 65-gallon or 95-gallon in size.

- 1.3 City– means the City of Kent and/or any member(s), officer(s), official(s), elected or otherwise, employee(s) and/or agent(s) of City of Kent government.
- 1.4 Delivery Site - The District Recycling Processing Facility located at 3588 Mogadore Road, Brimfield City, Portage County, Ohio or to another processing facility.
- 1.5 District - The Portage County Solid Waste Management District, 3588 Mogadore Rd., Kent OH 44240.
- 1.6 Holidays - The following shall be holidays for purposes of this Agreement:
New Year's Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day
- 1.7 Recyclable Material - This term shall refer to recyclable materials that are designated annually by the District and the District's contracted processor. The list will be published on the District website www.portagerecycles.com by January 15th of each calendar year. Written explanation for any changes shall be given to the City thirty (30) days prior to the effective changes and the District is responsible for notification to the residents of the changes.
- 1.8 Residential Dwelling Unit - A residential unit shall be defined as an existing structure on a parcel of property consisting of three (3) units and less.
- 1.9 Premises - Land or buildings or both, occupied, by a householder.
- 1.10 Commercial Operator - All persons, firms or corporations who own or operate stores, restaurants, industries, institutions and other similar places including multi-family dwellings or multi-family residential structures containing four or more dwelling units.
- 1.11 Agreement - The actual Government to Government agreement, as provided for in 307.15 of the ORC, Agreement signed between the District Commissioners and the City for the authorized right to collect residential recyclables.
- 1.12 District Commissioners - The District Commissioners as the authorized Board of the Portage County Solid Waste Management District.
- 1.13 Curbside - That portion of the right-of-way adjacent to paved or traveled City roadways, including the end of a driveway, curb line or alley line. Carts shall be placed as close to the roadway as practicable without interfering with or endangering the movement of vehicles or pedestrians.

SECTION 2 - Mandatory Subscription; Exceptions

- 2.1 The District shall supply recycling collection services described in this Agreement to all residential dwelling units within the City's limits. The District shall bill the person(s) in charge of each such residential dwelling unit for said services provided under this Agreement. The District shall supply the recycling collection services in this Agreement at no charge to all City of Kent buildings for the duration of this Agreement. The Portage County Solid Waste Management District shall have the

right to provide recycling collection services to all residential dwelling units in the City of Kent through February 28, 2024.

- 2.2 The initial term of this Agreement shall be five (5) years from 12:01 a.m. March 1, 2019 through 11:59 p.m. February 28, 2024. Should either the City or District object to extension of the Agreement for the additional one-year period, that party shall provide written notice to the other no less than one hundred eighty (180) days prior to the end of the current service year. The Agreement will automatically add a one (1) year extension if no objection is sent to either party. The extension will be in writing signed by the District Board of Commissioners and City Manager.

SECTION 3 - Carts

- 3.1 Container Types - The District will furnish a 95-gallon or a 65-gallon carts for each residential unit.

3.2 Container Delivery

The District shall be responsible for providing carts to all existing homes that currently do not have any or enough carts, all new homes after notification by the City that the residential unit has been added to the Agreement, and all future new homes built within the City. Extra carts, carts lost, stolen, or damaged shall be replaced at the expense of the District as directed by the City. The District shall pick up and deliver the replacement carts to the designated residential unit along with educational information that explains the curbside recycling and waste collection program in the City.

To ensure consistency and cooperation, no information shall be directly prepared and distributed to the residents by the City or the District without the review and approval by both the City and the District.

SECTION 4 - Collection Service

- 4.1 Service Provided - The District shall provide weekly curbside collection service from each residential dwelling unit for each of the following recyclable materials: that are designated annually by the District and the District's contracted processor. The list will be published on the District website www.portagerecycles.com by January 15th of each calendar year. Written explanation for any changes shall be given to the City thirty (30) days prior to the effective changes and the District is responsible for notification to the residents of the changes.

- 4.2 Carry Out Service - The District shall provide at no extra charge Carry Out Service to address of the residents who are handicapped, disabled, impaired or otherwise precluded from, or physically incapable of, placing the recycling carts from that unit at curbside. The District will require a resident to provide a letter from a physician certifying the need for the service. The requested must be renewed annually. Carry Out service will not be advertised. If a resident wishes to have carryout service and does not qualify the charge for the service shall be an additional ten (\$10.00) dollars per month.

The location of recycling carts from residential units receiving carry out service shall be on the ground floor level and no farther from the street than ten (10) feet beyond the real line of the building. Carts shall not be placed within an enclosed fence, garage, carport, etc. The City will not be responsible when a resident does not comply with the District's requirements, provided that the City has not caused or contributed to the non-compliance. The City will participate with the District

to make the program successful.

- 4.3 Location of Carts for Collection - Residents will be required to place each container at curbside for collection. Carts must be placed at curbside by 7:00 a.m. on the designated collection day. Curbside refers to that portion of the right-of-way adjacent to paved or traveled City roadways, including alleys. Carts shall be placed as close to the roadway as practicable without interfering with or endangering the movement of vehicles or pedestrians. When construction work is being performed in the right-of-way or snow interferes with such placement, carts shall be placed as close as practicable to an access point for the collection vehicle. The City will not be responsible when a resident does not comply with the District's requirements, provided that the City has not caused or contributed to the non-compliance. The City will participate with the District to make the program successful.

Carts shall be placed no less than three (3) feet from another cart, mailbox or utility pole. The District will notify a resident once about the improper placement of the cart but pick it up that day. If the cart is still improperly placed or contain contamination the cart will not be picked up. The City will not be responsible when a resident does not comply with the District's requirements, provided that the City has not caused or contributed to the non-compliance. The City will participate with the District to make the program successful.

SECTION 5 - Operation

- 5.1 Days and Hours of Operation
Collection of recyclables shall not start before 7:00 a.m. or continue after 7:00 p.m. on the same day. Carts shall be collected by a one (1) day delay for Holiday weeks where Saturday shall be worked as the make-up day for the Holiday, if required. Exceptions to collection hours shall be effective only upon the mutual agreement of the District Commissioners and the City, or when the District reasonably determines that an exception is necessary in order to complete collection. The District shall notify the City of any delays in service.
- 5.2 Routes of Residential Curbside Collection -The District or the City may request changes in the collection day subject to mutual approval of the City and the District Commissioners. It shall be the District's and City's responsibility to notify residents of the days their recyclables will be collected. The route for recycling should match the same route for trash. These routes should be set by the City and the subsequent contractors. Any changes would have to be agreed to by all parties.
- 5.3 Holidays-The District shall observe the holidays included in Section 1.6 by suspension of collection service on the holiday and adding Saturday as a workday as required. The District shall provide the City with a schedule of holidays to be observed and the manner in which collections will be changed to accommodate them. Collection shall never be postponed longer than one (1) working day following the regular day of collection including Saturday's, except in a case of emergency or weather conditions, or other unforeseen circumstances.
- 5.4 Call Backs
The District shall provide call back collection service for all residential collection routes. The purpose of this service is to pick up recyclables from residential units that have been missed by the District collection vehicle in the regular pickup service. This service will be neither advertised nor published. Individuals who notify the District that they were missed by regular service within twenty-four (24) hours of their regular collection date will be offered this service. The District shall accomplish the call back by the close of the next full working day after being notified by the

residential unit. If the District utilizes equipment that allows the driver to automatically log if a resident's cart is not out at the time of service, the District will not be obligated to return to provide service until the next regularly scheduled day of service.

5.5 Complaints

All complaints will be made directly to the District. Upon notification, the District shall pay prompt and courteous attention to all such complaints.

5.6 Hauling - All material hauled by the District shall be so contained or enclosed that no material may escape the haul vehicle by leaking, spilling or blowing.

5.7 Delivery - All recyclable material collected by the District shall be delivered to the District Recycling Processing Facility at 3588 Mogadore Road, Brimfield City, Portage County, Ohio or to another processing facility. The City of Kent shall be notified of which processing facility their recyclables were taking as part of the data collection as authorized in Section 13.

5.8 Collection Equipment - The District shall provide an adequate number of vehicles and other equipment for regular collection services. All vehicles shall be kept in good repair, appearance and sanitary condition at all times. Each vehicle shall have clearly visible on each side the identity of the District. The District shall provide a system of communication between the collection vehicle drivers and the District's dispatch office, e.g. radios or phone communication for each, to assure adequate tracking and information exchange between the two. Each of the District's employees shall at all times have and carry a valid Ohio Driver's License for the type of vehicle. The District will follow the rules and regulations required by the City of Kent Health Department in reference to their vehicles and equipment.

SECTION 6 - Compliance with Laws

6.1 The District shall conduct operations under this Agreement in compliance with all applicable laws, rules, regulations, ordinances and legal requirements. This Agreement shall be construed, interpreted and otherwise understood pursuant to City of Kent Ordinances in effect at the time this Agreement becomes effective, unless the City and District otherwise agree in writing.

SECTION 7 - Effective Date

7.1 The District shall anticipate the continuation of residential recycling collection as per the terms and conditions of this new agreement effective March 1, 2019.

SECTION 8 - Quantities

8.1 The District will provide service to residential units in the City of Kent as defined in Section 1.

SECTION 9 - Basis and Method of Payment

9.1 Unit Prices Bid

The unit prices for the five-year term of the Agreement shall include labor, material, vehicle, equipment, fees, permits, disposal charges and other incidentals necessary to provide the required services. Payment shall be made for acceptable service performed and products or materials supplied. The price shall be \$5.50 per unit per month for the first year and shall be modified pursuant to the terms and conditions in sub-section 9.2.

Service fee from March 1, 2019 to February 28, 2020	\$5.50 per month
Service fee from March 1, 2020 to February 28, 2021	\$5.67 per month
Service fee from March 1, 2021 to February 28, 2022	\$5.83 per month
Service fee from March 1, 2022 to February 28, 2023	\$6.05 per month
Service fee from March 1, 2023 to February 28, 2024	\$6.19 per month

9.2 Modification of Rates

The District and the City agree to an annual review of the rates, processing costs, terms and conditions of the Agreement and will agree to price adjustments upon mutual agreement of the City Council and the District during the Agreement period. The District and the City agree to renegotiate the rates or institute a fuel surcharge when diesel prices average over \$3.25 per gallon in a rolling twelve-month period, as per the state bid costs, or non-District charges rise to where the district averages a negative return over a rolling 12-month period.

9.3 District Billings to Residential Units

The District will invoice the recycling fees to the residential units described in Section 8 on a quarterly basis. The District and City agree to discuss the conversion from paper invoicing to property taxes. Both entities shall meet to discuss a plan for the conversion that is mutually agreed upon by both parties. The District agrees to forward the master billing list to the City. The District and City will work together on a notification program to the residents when/if the conversion to property taxes occurs.

9.4 Termination and Set Up of Service for Residential Units

The residential unit subscriber shall directly notify the District of the need for service termination due to the sale of the residential unit.

New-residential unit subscribers shall directly notify the District of their move-in date, name, and address.

The District Commissioners will provide educational information to new home owners and residents, area realtors, developers, City employees and the local Board of Education. Educational material can include details on starting and properly using the City Recycling Program.

9.5 District's Responsibility for Bad Debt

The District shall provide continuous, non-stop service to all delinquent and/or past due residential unit accounts. The District shall be responsible for holding delinquent accounts as an uncollected account receivable until such time as the District collects the certified amounts through the process outlined in Para. 9.6. Specifications.

9.6 Billing: Failure to Remit Fees

Certify unpaid charges for recycling collection, together with any penalties and collection charges, to the County Auditor who shall place the certified amount on the real property tax list and duplicate against the property served by the service. The amount certified shall be a lien on the property served from the date placed on the list and duplicate and shall be collected in the same manner as other taxes, except, notwithstanding Ohio Revised Code 323.15, a County Treasurer shall accept a payment in such amount when separately tendered as payment for associated

penalties. The lien shall be released immediately upon payment in full of the certified amount.

SECTION 10 - Transferability of Agreement

10.1 No assignment of the Agreement or any right occurring under this Agreement shall be made in whole or in part by the District or the City without the express mutual written consent of both parties.

SECTION 11 – Agreement

11.1 The District shall be the City's authorized provider of recyclable material collection and delivery services to residential units as defined in Section 1 and City governmental units within the corporate limits of the city limits.

SECTION 12 - Ownership

12.1 Title to recyclable materials shall become the sole possession of the Portage County Solid Waste Management District as soon as the materials have been placed in the District's collection carts, or into the District's collection vehicle.

SECTION 13 - Data Collection

13.1 The District shall gather and maintain records of collection, volumes, and participation statistics and other applicable data, which shall be provided to the City on a monthly basis and the District Commissioners for its use in statistical analyses.

SECTION 14 - Frequency of Service

14.1 All residential subscribers shall receive recycling collection service at a frequency of weekly service.

14.2 Collection shall never be postponed longer than one (1) working day following the regular day of collection, except in a case of emergency or weather conditions, or other unforeseen circumstances.

SECTION 15 - General Conditions

15.1 **TERMINATION OF AGREEMENT.** This Agreement may be terminated for any or no reason upon written mutual agreement between the District and Franklin City.

1. **TERMINATION BY THE CITY OF KENT.** Failure of the District to comply with any provision of this Agreement shall be considered grounds for termination of this Agreement by City of Kent upon One hundred eighty (180) days advance written notice to the District specifying the termination effective date and identifying the "basis for termination." The Residents shall pay for District services rendered up to the date of termination of the Agreement. Upon receipt of the written notice, the District shall have ten (10) days to provide a written response to the City of Kent. If the District provides a written response which provides an adequate explanation for the "basis for termination" and the District cures the "basis for termination" to the satisfaction of the City of Kent, the One hundred eighty (180) day notice shall become null and void and this Agreement will remain in full force and effect. Termination under these provisions shall be without penalty to the City.

The City may terminate this Agreement immediately upon written notice to the District in the event that any District employee or elected official reasonably act(s) or omission(s) frustrate, impede, obstruct, unreasonably delay or otherwise unreasonably increase the cost of the City's ability to perform its obligations under this Agreement. The City shall be entitled to full recompense for all services rendered to the time of this termination. Termination under this provision shall be without penalty to the City.

2. **TERMINATION BY DISTRICT.** Failure of the City to comply with any provision of this Agreement shall be considered grounds for termination of this Agreement by the District who shall provide One hundred eighty (180) days advanced written notice specifying the termination effective date and identifying the "basis for termination." The Residents shall pay the District for services rendered up to the date of termination of the Agreement. Upon receipt of the written notice the City shall have ten (10) days to provide a written response to the District. If the City provides a written response to the District which provides an adequate explanation for the "basis of termination," or cures the "basis for termination" to the satisfaction of the District, the One hundred eighty (180) day notice shall become null and void and this contract will remain in full force and effect. Termination under this provision shall be without penalty to the District.

The District may terminate this Agreement immediately upon written notice to the City in the event that any City employee or elected official reasonably act(s) or omission(s) frustrate, impede, obstruct, unreasonably delay or otherwise unreasonably increase the cost of the District's ability to perform its obligations under this Agreement. The District shall be entitled to full recompense for all services rendered to the time of this termination. Termination under this provision shall be without penalty to the District.

- 15.2 **Assignment/Delegation.** Neither party shall delegate, assign or sub-Agreement any rights, duties or obligations under this Agreement without the express written consent of the other party, and each party hereby binds itself to the successors and assigns of the other party in respect of all covenants of this Agreement.
- 15.3 **Amendment.** This written Agreement embodies the entire agreement between the parties appertaining to the subject matter herein. Should any changes, mutually agreed upon, become necessary and/or appropriate, such changes shall be incorporated only by written amendment signed by both parties.
- 15.4 **Covenant of Cooperation.** Each party shall cooperate with and provide necessary information to the other to enable the parties to comply with the terms of this Agreement. The parties shall perform all acts and deeds as may be necessary or appropriate to effect, claim, reserve and maintain this Agreement including, without limitation, joining in the execution of all documentation and providing any necessary documentation required in connection with the Agreement.
- 15.5 **Governing Law and Jurisdiction.** This Agreement shall be construed, interpreted, and the rights of the parties determined in accordance with the laws of the State of Ohio and in the Courts of Portage County, Ohio or in the case of Federal Jurisdiction in the United States District Court of Ohio, Northern District, Eastern Division.

- 15.6 Modification. This Agreement may be modified only with the express written consent of both parties.
- 15.7 Notice. Any notice required or permitted to be given under this Agreement will be effective if it is sent by certified or registered mail, return receipt requested, or insured courier to the appropriate party at the address set forth below. Either party may change its address for receipt of notice by providing the other party with the new address in accordance with this Section. Notices are deemed given five (5) business days following the date of mailing or one (1) business day following delivery to a courier; the date of notice is the date of mailing.

William G. Steiner, II, Director
Portage County Solid Waste District
3588 Mogadore Road
Kent, OH 44240

David Ruller
City Manager
City of Kent
310 S. Depeyster Street
Kent, Ohio 44240

- 15.8 Records. The parties acknowledge that all records, books, documents, whether written or computer generated, pursuant to this Agreement, may be public records for purposes of Revised Code 149.43, unless otherwise exempted in accordance with State and Federal Law.
- 15.9 Severability. In the event that any term or clause of these general conditions is held to be invalid as contravening any law or governmental regulation or otherwise, then such term or clause shall remain in effect only to the extent permitted by such law or governmental regulation, but the remaining provisions shall continue in full force and effect.
- 15.10 Survival. Rights and obligations under this Agreement which by their nature should survive, including, but not limited to audit requirements, financial recovery for District services rendered and/or expenses incurred, reimbursement provisions, confidentiality and transition procedures, will remain in effect after expiration or termination of the Agreement until such time as those requirements are fulfilled.
- 15.11 Waiver. The waiver of any term of this Agreement shall not be construed or interpreted as a waiver of any other term of the Agreement.

SECTION 16-Force Majeure

- 16.1 In case District performance of any term(s) or provision(s) of this Agreement is delayed or prevented because of compliance with any law, decree or order of any governmental agency or authority of local, State or Federal governments or because of riots, war, terrorism, explosions, acts of civil or military authority, acts of public enemy, public disturbances, strikes by the processing facility employees, lockouts, differences with workers, earthquakes, fires, floods, Acts of God or any other reason whatsoever which is not reasonably within the control of the District and which, by the exercise of reasonable diligence, the District is unable to prevent; the District may, at its option, suspend or cancel, without liability, the performance of its obligations hereunder during the period such cause continues.

SECTION 17 - Insurance

17.1 The District shall at all times, from the inception of this Performance Agreement with the City, until its final performance, have in effect insurance of the kinds and with the limits at least in the amount as indicated below.

- a. Motor Vehicle Bodily Injury and Property Damage Liability Insurance. The Equipment District shall carry insurance to cover liability and claims arising from the use and operation, in connection with the performance of the Performance Agreement, of motor vehicles (as customarily defined in liability insurance policies), whether they are owned, hired or non-owned by the Equipment Vendor.

- b. Damage Liability and Property Damage Liability. The District Commissioners shall furnish evidence to the City that with respect to the operations performed, the District Liability Insurance shall provide for a limit not less than \$1,000,000.00 for all damages arising out of bodily injuries, including accidental death, to two or more persons in any one occurrence, and regular Property Damage Liability Insurance providing for a limit of not less than \$1,000,000.00 for all damages arising out of an injury to or destruction of property in any one accident, and, subject to that limit per accident a total (or aggregate) limit of \$1,000,000.00 for all damage arising out of injury to or destruction of property during the policy period.

NOW, THEREFORE, the District Commissioners and City of Kent do hereby agree to these Agreement conditions;

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the day and year first written above.

PORTAGE COUNTY SOLID WASTE DISTRICT COMMISSIONERS:

_____ Date: _____
Vicki A. Kline

_____ Date: _____
Kathleen Clyde

_____ Date: _____
Sabrina Christian-Bennett

CITY OF KENT

_____ Date: _____
David Ruller

APPROVED AS TO CONTENT:

_____ Date: _____
William G. Steiner, II Director Portage County Solid Waste Management District

APPROVED AS TO FORM:

_____ Date: _____
Assistant Prosecuting Attorney

DRAFT



CITY OF KENT, OHIO

DEPARTMENT OF PUBLIC SERVICE

MEMO

TO: Dave Ruller, City Manager

FROM: Melanie A. Baker, Service Director

DATE: 2/26/2019

SUBJECT: Portage County Solid Waste Management District
DRAFT 2019 Solid Waste Management Plan

The Portage County Solid Waste Management District has prepared their DRAFT 2019 Solid Waste Management Plan as required by the Ohio Revised Code. This is their first update as per their 2015 Plan. This is a projected plan for a 10 year period and these updates will occur every three years.

While the industry appears to be somewhat volatile at this time the District has taken into consideration their existing facility and its capabilities, their location to other materials, recycling / recovery facilities and the cost effectiveness of using those, their need to adapt to the growing or losing markets of materials, (i.e. Glass for a loss from recycling (no market), too the uptick in cardboard sales and the continuing change in the plastics industry.)

While the Ohio EPA is projecting a waste generation decrease for Portage County, the plan indicated an increase in recycling. This projection is due to the increase in housing developments in Aurora, Streetsboro, Rootstown and Brimfield and the conversion of some communities to curbside recycling. In fact the District projects that as a County we will generate almost 3 million tons of recycling waste over the next 10 years. The County feels that this is a conservative number based on existing drop off locations and the increase in the housing market across the County. As well, industrial waste is difficult to monitor at this time as surveys are not completed and it is uncertain as to the climate of industrial growth in the County.

The District will continue to allow private contract for curbside recycling, and will continue to have information on their website for Household Hazardous Waste and locations of where these items can go. The District will continue to renew their Transfer Station license with the State of Ohio for their station located on Mogadore Road. This facility while not under full usage maybe used for cardboard recycling in the near future as this market tends to be more stable. The license renewal also gives the District the ability to lease, sell or rent a portion of the building should this prove to be needed or economically viable. With this option in mind the 2019 Plan calls for the District to continue to monitor their costs with a full financial review in 7 to 8 years. Many factors will be used for this study and review which include but are not limited to:

- in year 7 the District will have retired all current debt obligations;
- the condition of the markets for recyclables,
- the District's ability to hire and maintain staffing, and their overall financial status; and
- the flexibility for the District to make sound business decisions in the future.

Finally the District will take an active role in monitoring all solid waste activities in the County. They will require registration with the District for all solid waste transporters, to ensure that there is no comingling of trash and recyclables. The will monitor dumping of materials and recycling collected to help insure that proper dumping in landfills are taking place and that proper payment of generation fees are being made to the District.

After a lengthy review and a meeting with Bill Steiner, I believe that this is a comprehensive plan detailed for the whole County and should be beneficial to residential, commercial and industrial waste generators. This Plan preserves the existing plans of the District and allows for greater control of activities in the future.

I recommend approval of this plan as submitted and updated by comments and the EPA.

2019 DRAFT
Solid Waste Management Plan

Portage County
Solid Waste Management District

Table of Contents

Section 1: Introduction..... 5

- A. Plan Approval Date, Counties in District and Planning Period Length 5
 - Currently approved plan: 5
 - Plan to be implemented with approval of this document..... 5
- B. Reasons for Plan Submittal 5
- C. Process to Determine Material Change in Circumstances 5
- D. District Formation and Certification Statement 8
- E. Policy Committee Members 8
- F. Board of Directors 9
- G. District Address and Phone Number 9
- H. Technical Advisory Committee and Other Subcommittees 9

Section 2: Executive Summary 10

- A. Status of Implementation under the 2006 Plan 10
- B. Solid Waste Management Plan Update 11
- C. Narrative Description of Chapters 3 - 9 12

Section 3: Inventories..... 21

- A. The Reference Year 21
- B. Existing Solid Waste Landfills 21
- C. Existing Incinerators and Resource Recovery Facilities 22
- D. Existing Transfer Facilities 23
- E. Existing Recycling Activities 25
- F. Existing Composting/Yard Waste Management Facilities 33
- G. Facilities Used by the District which are Located Outside Ohio 34
- H. Historic Unregulated Dumps, Existing Solid Waste Facilities, and Construction & Demolition Debris Sites..... 34
- I. Ash, Foundry Sand and Slag Disposal Sites..... 39
- J. Map of Facilities and Sites 39
- K. Existing Collection Systems – Haulers..... 39

Section 4: Reference Year Population, Waste Generation and Waste Reduction 41

A.	Reference Year Population and Residential/Commercial Waste Generation	41
B.	Industrial Waste Generation	42
C.	Exempt Waste	45
D.	Total Waste Generation	45
E.	Reference Year Waste Reduction	46
F.	Existing Waste Reduction/Recycling Activities	50
G.	Total Waste Generation: Historical Trends of Disposal Plus Waste Reduction.....	77
H.	Reconciliation of Waste Generation	79
I.	Waste Composition	80
Section 5:	Planning Period Projections and Strategies	85
A.	Planning Period	85
B.	Population Projections	85
C.	Waste Generation Projections	86
D.	Projections for Waste Stream Composition.....	91
E.	Waste Reduction and Recycling Strategies through the Planning Period	91
Section 6:	Methods of Management: Facilities and Programs to be Used	109
A.	District Methods for Management of Solid Waste	109
B.	Demonstration of Access to Capacity	111
C.	Schedule for Facilities and Programs: New, Expansions, Closures, Continuations ...	120
D.	Identification and Designation of Facilities	126
E.	Authorization Statement to Designate	128
F.	Waiver Process for the Use of Undesignated Facilities	129
G.	Siting Strategy for Facilities	129
H.	Contingencies for Capacity Assurance and District Program Implementation	129
Section 7:	Measurement of Progress Toward Waste Reduction Goals	130
A.	District Will Comply with Goal(s) Identified	131
B.	Demonstration of Compliance with Goal #1	131
C.	Calculating Goal #2, the Waste Reduction Rate (WRR)	137
Section 8:	Cost of Financing Plan Implementation.....	142
A.	Funding Mechanisms	142
B.	Summary of District Revenues	144
C.	Cost of Plan Implementation.....	147

D. Funds Allocated from ORC 3734.57(B), ORC 3734.572 and ORC 37334.573	154
E. Contingent Funding	155
F. Summary of Costs and Revenues	155
SECTION 9. EXISTING DISTRICT RULES.....	158

Appendices

Appendix A	Resolution Establishing the Portage County Solid Waste Management District
Appendix B	Public Notices and Comments, Certification Statement
Appendix C	District Map
Appendix D	Blank Solid Waste Survey
Appendix E	Survey Data Results

Section 1: Introduction

A. Plan Approval Date, Counties in District and Planning Period Length

Currently approved plan:

Date of approval	February 20, 2015
Counties within District	Portage
Years in planning period	10

Plan to be implemented with approval of this document

Counties within district	Portage
Reference Year for this Plan	2015
Years in planning period	10
Year 1 of planning period	2019

B. Reasons for Plan Submittal

This update to the Portage County Solid Waste Management District (hereafter referred to as the "District") Solid Waste Management Plan (hereafter referred to as "Plan Update") represents the District's three-year update to its solid waste management plan as required by Ohio Revised Code (ORC) Section 3734.56.

This plan is prepared in response to ORC 3734.56(A) "Periodic Submission of Amended Plan and Certification: and includes a three-year plan update beginning with 2019 the first year of the planning period. The District will provide in the document the calculations and projections required for a 10-year planning period to ensure that the minimum 10-year period is met. This 10-year projection will then be updated on a three (3) year schedule.

C. Process to Determine Material Change in Circumstances

The District will use four criteria to determine when a material change in circumstance has occurred in the District. Because of the change, the Policy Committee and District Commissioners will consult with the Ohio EPA for a determination of a required course of action.

Facility Designations

The designated facilities in this plan will remain in effect during the planning period unless added or deleted in accordance with ORC Sections 343.013, 343.014 and 343.015. The District's annual review of its operations and implementation plan will include any changes in facility designation or to the daily operation of the District that may affect the District's diversion of materials from area landfills. An addition to or deletion from the list of designated facilities will not be considered a material change in circumstances unless capacity availability, revenues for the plan implementation or program availability is adversely affected as defined by the criteria.

Waste Generation

The District will monitor the amount of waste generated within the District. Any changes will not be considered material unless District revenues or capacity to accept waste is affected as defined by the criteria. The District will consider an increase or decrease of 25 percent in annual waste generation volume as a cause to evaluate the impact upon the budget for the ability to fund current and future programs.

Revenues and Expenditures

In Section 8, the District has identified the proposed fee schedule and program budgets for the planning period. The District will annually review its operations and plan implementation to look for any changes in available revenue that may affect the ability to conduct all proposed objectives. The review process will include tracking revenues versus expenses to maintain District operations and programs. If revenues fall to a level below a two-month working cash balance, the District reserves the right to adjust funds allocated to individual programs without it resulting in a material change in circumstances. The review will include the monitoring of the budgetary solvency with respect to the financing and operations of the facilities and programs identified in this plan. If it has been determined that after a program reallocation, the District still lacks the proper funding level to operate the facilities and programs identified in this plan. At that time, the District will find a material change in circumstances has occurred and take the appropriate action as described above.

The District Board of Commissioners will implement immediate budget cuts if revenues decline to a level that impacts the District's ability to perform the basic recycling services within the County. The District will be establishing a reserve fund to ensure operations continue during time periods when revenue decreases. Increases in revenue expected will be used to fund this new account.

Capacity Availability

It is anticipated that several of the area's landfills will have sufficient capacity to accept waste from Portage County in the event of premature closure of another landfill. As the public

participates in recycling and more materials can be recycled, the burden on all landfills will decline and thus increase the lifetime of the landfills. The Director and Policy Committee will determine if the closure of an area landfill(s), transfer station(s) or composting facility will have an adverse effect on the District's ability to manage the flow of solid waste. The District will put into place Designation Agreements with all the regional landfills in the event the need should arise to direct a portion or all the Municipal Solid Waste to a select few landfills that have sufficient capacity to accept the waste generated in the District.

Strategies for Waste Reduction and Recycling

The District will propose several programs that will reduce the amount of materials currently going to areas landfills while increasing the participation rates for the recycling program. These programs will be a major portion of the District's compliance plan for Access and Participation Standards. The District's Policy Committee will review the plan annually to ensure that the implementation will include an assessment of any changes in these strategies for both waste reduction and increasing recycling rates. If it is determined that the District cannot meet the minimum Access and Participation Standards, a change in action will be initiated to address the issue and begin corrective actions. The expansion of the curbside collection of recyclables, expansion of the commercial and industrial recycling routes, education and awareness will expand the current level of recycling in the District.

Timetable for making the determination

The District's Policy Committee will meet annually by the end of the first quarter to review the implementation of the Plan. A communication, in the form of a letter addressing the review and status of the plan, shall be sent to the District Board of Commissioners within (30) thirty-days after the annual review. The District Commissioners shall then develop a strategy for a revised plan and respond back to the Policy Committee within (60) sixty-days after notification by the Policy Committee.

The procedure for notifying the Ohio EPA

If the District Board of Commissioners has determined that a material change has occurred, the District acknowledges that the approval of any amendments by the Ohio EPA is required. The District Board of Commissioners shall notify the Ohio EPA via a certified letter that will address the details of the material change. A meeting between the District Board of Commissioners and the Ohio EPA shall be held to discuss the details of the material change and strategies for addressing the change(s). A timeline will then be established for the draft of the revised plan to be completed. Upon acknowledgement from the Ohio EPA-DISWM that a material change in circumstance has indeed occurred, the District will proceed with steps as required to complete a Plan update that addresses the portions of the approved plan that need to be modified.

D. District Formation and Certification Statement

The District is a single county district formed in 1989 by passage of Resolution 01-89 by the Portage County Commissioners. A copy of the resolution pertaining to the formation of the Portage County Solid Waste Management District is included in **Appendix A**.

Appendix B contains all public notices as they appeared in the local newspapers publicizing hearings and comments for this Plan Update.

Appendix B also contains a certification statement and resolutions.

E. Policy Committee Members

The Policy Committee for the District is comprised of seven members. These members will include:

1. The president of the board of county commissioners or his designee;
2. The mayor, or a representative chosen to act on his/her behalf, of the largest city;
3. A member representing the townships chosen by most of the boards of township trustees within the county;
4. The health commissioner, or a representative appointed by the health commissioner to act on behalf of each county's health department;
5. A member representing industrial, commercial, or institutional generators of solid waste within that county; and
6. A member representing the general interests of citizens and who have no conflict of interest through affiliation with a waste management company or with any entity that is a significant generator of solid wastes.
7. A member representing the public.

The following committee members are listed in accordance with the political jurisdictions and constituencies they represent:

Representing	Policy Committee Member
County Commissioner	Mike Kerrigan
Largest Municipality	Tracy Wallach, City of Kent
Township Trustee	Thomas Smith
Health Commissioner	Joseph Diorio
Industrial Representative	Melanie Knowles, Chairperson

Citizen Representative	Pat McCon
Public Representative	Roger Klodt

F. Board of Directors

The Board of Directors is comprised of:

Title	Commissioner
President	Vicki A. Kline, Chairperson
Vice President	Sabrina Christian-Bennett
Member	Mike Kerrigan

G. District Address and Phone Number

Portage County Solid Waste Management District

District Contact: William G. Steiner, II
 Director
 Location: 3588 Mogadore Road
 Kent, OH 44240
 Telephone: (330) 678-8808
 FAX: (330) 678-9405
 E-mail: bsteiner@portageco.com

Web Page: www.portagerecycles.com

H. Technical Advisory Committee and Other Subcommittees

A technical advisory committee and/or any other subcommittee was not used in the preparation of this Plan Update.

Section 2: Executive Summary

House Bill 592, which became effective on June 28, 1988 required the Director of Ohio EPA, with the advice of the Solid Waste Management Advisory Council (SWAC) to establish a state solid waste management plan. The legislation also requires boards of county commissioners in all of Ohio's 88 counties to form solid waste management districts, either individually or in conjunction with other boards of county commissioners. The Portage County Solid Waste Management District (District) was formed as a single county district in 1989. The primary responsibility of solid waste management districts is to ensure residents have access to adequate solid waste disposal capacity and implement programs to reduce the reliance on landfills.

All solid waste districts are required to develop and implement their own district solid waste plans to comply with goals established in the state solid waste management plan. In 2012, the District was unable to ratify the locally written plan update that addressed concerns of aging equipment (collection and processing), recycling center maintenance and repairs, and service operations. [Note: The District received 66.5 percent approval from the population. However, collecting a generation over \$5.00 requires 75 percent approval.] The plan update received significant opposition from a few communities seeking private sector provided curbside collection and processing services. The plan update, like the approved 2006 Plan, required Community Collection Agreements for communities that required standards, record reporting, and delivery of all recyclables to the District Recycling Center. The Community Collection Agreement, more specifically the requirement of recyclables delivered to the District Recycling Center, was widely disliked by opposing communities. Unable to ratify the plan update and receive Ohio EPA approval by the deadline led to Ohio EPA preparing a plan for the District. The District is currently operating under an Ohio EPA written Plan Update.

A. Status of Implementation under the 2015 Plan

The District's first solid waste management plan (locally written) was approved by the Director of Ohio EPA on January 11, 1993. The District has since had three updates; the first was approved on May 4, 2000, the second on October 5, 2006 and the third on February 20, 2015.

The 2015 Plan Update was prepared to demonstrate compliance with the eight goals of the *2001 State Solid Waste Management Plan (2001 State Plan)*. The 2015 Plan Update contains descriptions of the type and quantity of solid waste generated in the district, the current landfill disposal and recycling activities, descriptions of waste reduction and recycling programs, strategies to be implemented in the future, and details funding and expenditures required to implement this plan. The plan update covers a planning period of ten years from 2015 – 2025.

Under this Plan, communities can continue to contract with private sector service providers for collection and processing in an open-market system. The plan addresses setting the District up for future success in the areas of community engagement, education, and operational efficiency.

The Ohio EPA written 2015 Plan included the following changes;

- The conversion to single stream recycling.
- The purchase of new automated trucks and carts.
- The ability of municipalities to contract with private haulers for recycling services.
- The closure of the District Recycling Center for the processing of recyclable material.
- The creation of a new District website.
- The addition of an Environmental Compliance Officer contracted through the Portage County Sheriff's office.
- A study of the drop offs for revenue versus cost.
- The hiring of an Education Specialist or contracting out those services.

B. Solid Waste Management Plan Update

This 2019 Plan Update follows Ohio EPA's *Solid Waste Management Plan Format (Format)*, version 3.0. The *Format* requires specific narrative information and data tables. There are nine major sections to the *Format* which appear in this plan update:

- Section 1 - includes basic information about the District.
- Section 2 - is an Executive Summary and includes brief narrative descriptions of each section in the Plan Update.
- Section 3 - includes an inventory of facilities, activities, and haulers used by the District to manage waste in the reference year (2015).
- Section 4 - includes the reference year statistics for the Plan Update including population data, waste generation and waste reduction estimations for the residential/commercial sector and the industrial sector. Section 4 also contains detailed descriptions of the recycling and waste reduction programs that were offered by the District in the reference year.
- Section 5 - includes projections of population, waste generation and waste reduction for each year of the planning period. Section 5 also contains descriptions of the recycling and waste reduction programs that will be offered by the District throughout the planning period.
- Section 6 - includes the District's anticipated strategy for managing the waste that is projected to be generated throughout the planning period.
- Section 7 - presents the demonstration of the District's compliance with Goal #1 of the *2001 State Plan*. Section 7 also presents data to demonstrate the progress the District will make towards meeting Goal #2 of the *2001 State Plan*.

- Section 8 - includes a presentation of the financial resources of the District as well as the projected expenditures that the District will make during the planning period.
- Section 9 –addresses the District’s authority to adopt rules.

This Executive Summary provides an overview of each section of the Plan Update.

C. Narrative Description of Chapters 3 - 9

Section 3 - Inventories

Section 3 identifies the existing waste reduction and waste services operating in the District. Waste source reduced, recycled, composted, incinerated, and disposed are measured to establish a basis for planning period projections. In addition, all existing solid waste disposal, recycling, and transfer facilities used by the District are identified. The reference year for this plan update is 2015.

Ten private haulers operated in the district in 2015 and direct-hauled waste to ten Ohio landfills (all out-of-district) and two out-of-state landfills (50 tons total to Indiana and West Virginia). Over 60 percent of the District’s landfilled waste was first transferred through one of 11 transfer facilities before being landfilled.

The District provided collection services for a majority of curbside residential recycling and all drop-off residential recycling in the county. The District and private sector haulers collected commercial and industrial business recycling. The residential recycling infrastructure consisted of fourteen curbside services in municipalities and townships and fourteen drop-off locations throughout the County. In 2015, the curbside programs collected 7,182.40 tons of recyclable materials and the drop-off program collected 1,699.92 tons of recyclable materials. Household hazardous waste, lead-acid batteries, used oil, appliances, scrap tires, and computers were accepted at the District Recycling Center. Other recycling occurred through yard waste services and private companies/businesses. Yard waste facilities reported composting 9,487 tons of yard waste in 2015.

Section 4 – Reference Year Waste Population, Waste Generation, and Waste Reduction

Section 4 thoroughly outlines all reference year (2015) programs for use in Section 5 to project and estimate planning period waste generation, disposal, and reduction. Section 4 gathers population data, adjusting if needed; calculates waste generation, using various methods and determines the best representative data for the District; assesses waste reduction and recycling data; and compares reference year information to historical trends or alternative estimated methodologies.

Reference year population for Portage County was taken from projections provided by the Ohio Policy Research and Strategic Planning Office. Estimated population for Portage County

is 162,275; however, two municipalities within the District have population residing in another solid waste district. In these circumstances, Ohio law requires the district containing the largest portion of the jurisdiction's population to include the entire portion of the municipality. After adjustments, Portage County's population, for solid waste planning purposes, is 160,959.

Residential/commercial waste generation in the reference year was calculated by adding together recycling data obtained through the survey that was conducted for this Plan Update and waste disposal data obtained from the annual reports submitted by waste management companies. Using this methodology, residential/commercial waste generation was determined to be 158,862 tons in 2015, or a per capita generation rate of 5.41 pounds/person/day.

Industrial waste generation was calculated by adding together the recycling data obtained through the survey to waste disposal data obtained from landfill and transfer facility annual operating reports. Industrial generation, which was calculated by adding together recycling and disposal data, was determined to be 25,401 tons.

Exempt waste generation was determined from annual reports submitted by waste disposal companies. In 2015, owners and operators of landfill facilities reported having received 3,384 tons of exempt waste.

District programs stemmed from the commitment to public ownership and assurance of service provision. The commitment to managing the resources developed into purchasing a recycling processing facility in 1993 and actively collecting recyclables to this day. The District serviced residential curbside programs, drop-off sites, and several business accounts. They strive to provide the highest quality, cost effective, and integrated waste management services to residents and commercial/industrial sectors in the County.

Identified program strengths include:

- District provision of curbside and drop-off recycling collection services is well established and placed Portage County ahead of much of the state in promotion of a complete recycling infrastructure.
- District provision of recycling opportunities for special waste streams including computers, scrap metal, appliances, lead-acid batteries, and scrap tires.
- District familiarity with the area, communities, and recognition throughout the county due to the infrastructure.

Identified program weaknesses include:

- Some drop-off locations have high contamination issues.
- Education of programs and outreach need more diverse strategies and focus.

- Lack of enforcement of mischaracterized waste results in lower generation fee revenues.

Total residential and commercial waste reduction achieved from all recycling activities (curbside, drop-offs, fiber collection, special collection, composting, and private recycling) was 58,023 tons. Industrial waste reduction is reported as 9,295 tons.

Section 5 – Planning Period Projections and Strategies

Section 5 contains projections for each year of the planning period for population, waste generation, recycling, and waste disposal. Section 4 reconciled data serves as the base for all projections. Districts must establish a planning period which extends a minimum of ten years into the future and provide strategies to meet waste management needs for the set planning period. The first year of this Plan Update's planning period is 2019 and extends ten years to 2029. Ohio Revised Code Section 3734.56 requires solid waste management plan updates to be prepared and submitted every 3 or 5 years, depending upon whether the plan covers a planning period of less than 15 years or 15 or more years. This Plan Update extends less than 15 years and thus will be updated again by the District in 3 years.

For planning period projections, the District reviewed historical data trends for waste disposal and recycling as well as considered projections and trends from Ohio Department of Job and Family Services. For the residential/commercial sector, the most representative projections came from historical data trends. Based on historical trends the County is expecting to see a 0.4 percent annual decrease in waste generation decreasing residential/commercial waste generation to 157,599 tons (5.41 lb./person/day) by the end of the planning period. For the industrial sector projections were based on Ohio Department of Job and Family Services predictions of manufacturing employment declining. A 0.5 percent per year decrease is projected for industrial generation. Industrial sector end of the planning period waste generation is projected to decrease to 25,223 tons. Total District waste generation is predicted to decrease to 157,599 tons.

Section 5 further evaluates the programs and strategies presented in Section 4 for future growth, changes, or discontinuation.

In this Plan Update, the District will continue with single stream recyclable collection which will continue to result in capturing more volume and better efficiency. Communities participating in drop-off collection services will continue to see commingled collection. The District Recycling Center will be available as a recycling transfer facility baling, storing, and marketing cardboard. All other recyclables will be trans-loaded to local MRFs for processing. Minor capital improvements are planned.

An emphasis will be placed on education to provide schools, teachers, youth, and adults a well-rounded program that complements the planned strategies and provides residents with

information to assist them in making wise environmental choices. To ensure success, the District will partner with universities or hire interns for education programming. The District will also focus on community outreach initiatives to foster greater communication on waste and recycling issues throughout the county.

Residential/commercial recycling is expected to increase through the planning period. The industrial sector recycling is projected to remain flat.

Section 6 – Methods of Management: Facilities and Programs to be Used

Section 6 demonstrates the available methods for managing waste generation throughout the planning period. The District must show how generated waste will be recycled, composted, transferred, and disposed in the reference year and throughout the planning period. Demonstrating disposal capacity is a key requirement of local solid waste management plans.

Waste generation was determined from recycling plus disposal data. Generation was projected (as described in Section 5) to increase for the residential/commercial sector and decrease for the industrial sector throughout the planning period. Total projected capacity needed for each management method for the entire planning period is:

Recycling:	669,144 tons
Transfer:	748,158 tons
Composting:	110,749 tons
Landfilling:	1,273,056 tons

Of the waste generated in 2015, the District recycled 31 percent, composted 5 percent, and disposed 64 percent. Throughout the planning period the District is expecting to manage generated waste through these same management methods at roughly the same percentages. Using the estimates for waste disposal, the District performed a regional capacity analysis to demonstrate adequate disposal capacity.

During the 2015 reference year, thirteen landfills managed 92,370 tons of solid waste generated by District residents, businesses, and industries. Eleven landfills located outside the district but within Ohio, managed 99.9 percent of landfilled waste. The District also sent waste to out-of-state landfills that accepted 50 tons or 0.01 percent of waste landfilled. Ohio landfills accepting District waste had over 300 million cubic yards of remaining permitted capacity as of January 1, 2015. Not all the in-state landfills used in the 2015 reference year are within a reasonable transport distance to the District, but with the use of transfer facilities, waste is transported further distances.

Over the ten-year planning period, the District will need disposal capacity for an estimated 3,819,169 cubic yards.

Section 7 – Measurement of Progress Toward Waste Reduction Goals

The *2001 State Plan* establishes eight goals districts are required to achieve in their solid waste management plans. These goals are important to further recycling and waste minimization within the District. However, Goal #1 and Goal #2 are considered primary goals when evaluating a District's plan for compliance with the *State Plan*. Section 7 of the *Format* determines the progress towards Goal #1 and Goal #2.

The *2001 State Plan* mandates the Portage County Solid Waste Management District comply with either Goal #1 or Goal #2 to obtain an approved solid waste management plan. Solid waste management districts are encouraged to attempt to demonstrate compliance with both goals of the *2001 State Plan* but are required to demonstrate compliance with only one goal or the other.

This Plan Update demonstrates compliance with Goal #1 (Access). This requires the District to provide infrastructure access for at least 90 percent of its residents, evaluate its waste recycling rate, and ensure commercial/institutional generators have access to recycling opportunities. The District must also demonstrate that outreach and education programs are in place.

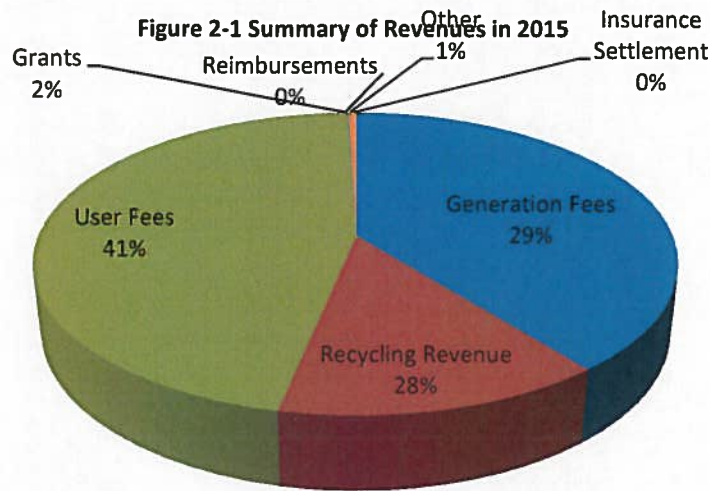
The Portage County service area had a population of 160,959 in 2015. The total access credits for reference year programs total 157,778 residents resulting in 98 percent of the population having access to recycling opportunities. The District is providing access via thirteen non-subscription curbside, one subscription curbside, and fourteen drop-off locations. The minimum five materials accepted for the residential sector are mixed paper, glass containers, steel containers, aluminum containers, and plastic containers.

The waste reduction rate for the residential/commercial sector in the year 2015 was 36.5 percent and is projected to be 40.0 percent in 2029.

The waste reduction rate for the industrial sector in the year 2015 was 36.6 percent and is projected to be 36.9 percent in 2029.

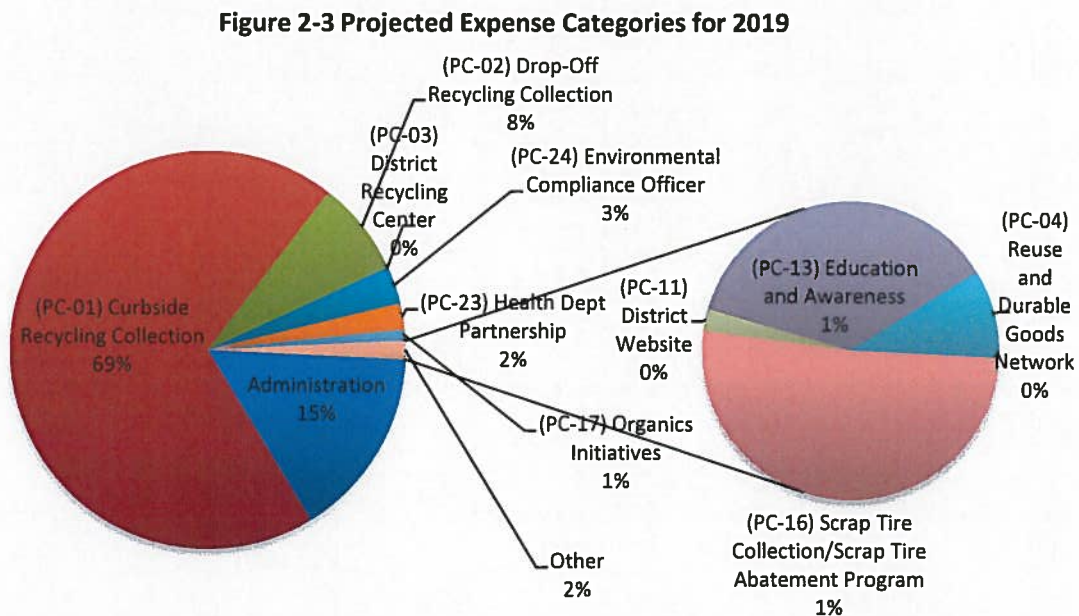
Section 8 – Cost and Financing of Plan Implementation

Section 8 presents the revenues and expenses associated with the District's financing of plan implementation. In 1994, the District adopted, ratified, and implemented a \$9.60 per ton generation fee that will remain through the planning period. The District has historically relied and will continue to rely on generation fees, revenue share, user fees, grants, and miscellaneous income for revenue. The distribution of revenues for the reference year is shown in Figure 2-1, "Summary of Revenues in 2015" below:



Moving forward with major initiatives requires capital investments in the form of trucks, carts, and containers. Under the budget projections in this section, most capital investments were financed by Closed Loop and low-interest loans issued through the county. A total of \$4,602,081 was financed.

The 2019 projected expenses per program is shown below in Figure 2-3, "Projected Expense Categories for 2019".



Section 9 – District Rules

This Plan Update does not prepare or adopt any rules.

Table ES-1 General Information

District Name: Portage County Solid Waste Management District		
District ID #:	Reference Year: 2015	Planning Period: 2019-2029
Plan Status: Draft		Reason for Plan Submittal: Three-year plan update

Table ES-2 District Director

Name: William G. Steiner, II		
Address: 3588 Mogadore Road		
City: Kent	State: Ohio	Zip: 44240
Phone: (330) 678-8808	Fax: (330) 678-9405	

Table ES-3 Plan Data Summary

		Reference Year	2019	2029
Population:		160,959	161,705	160,985
Generation	Industrial	25,401	25,350	25,223
	Res/Comm	158,862	158,304	157,599
	Exempt	3,384	3,384	3,384
	Total:	187,646	187,038	186,206
Waste Reduction	Industrial Source Reduction	0	0	0
	Ind. Recycling	9,295	9,295	9,295
	Res/Comm Source Reduction	0	0	0
	Res/Comm Recycling	48,536	50,256	52,826
	Composting	9,487	9,823	10,326
	Incineration	0	0	0
	Ash Disposed	0	0	0
	WR Total	67,318	69,375	72,447
Disposal [†]	LF-in-District	0	0	0
	Direct Haul -out-of-District	45,863	44,847	68,168
	LF-out-of-State	50	49	74
	Transferred -out-of-District	74,416	72,767	110,607
	Total LF	120,329	117,6663	92,801
WRR*		35.9%	37.1%	38.9%

*Excludes exempt waste in WRR calculation.

Table ES-4 Existing Disposal Facilities

Name	County	District tons	2015 Total tons	Years Left
Countywide Recycling & Disposal Facility	Stark	31,292	209,603	75.6
Lake County Solid Waste Facility	Lake	62	190,890	6.6
Lorain County Landfill LLC	Lorain	23,100	1,106,099	11.7
Carbon Limestone Landfill LLC	Mahoning	6,808	1,088,838	60.7
Athens Hocking C&DD/Reclamation Center Landfill	Athens	137	196,592	51.2
American Landfill, Inc.	Stark	30,767	985,595	68.8
Kimble Sanitary Landfill	Tuscarawas	17,277	624,269	50.5
Evergreen Recycling & Disposal	Wood	3	281,153	61.9
Geneva Landfill	Ashtabula	102	150,593	31.1
Mahoning Landfill, Inc.	Mahoning	137	277,558	6.1
Noble Road Landfill	Richland	8,738	677,574	14.9
Indiana Landfills	Indiana	0	NA	NA
West Virginia Landfills	West Virginia	0	NA	NA