



July 12, 2011

CITY OF MORROW, GEORGIA
Regular Meeting

7:30 pm

CALL TO ORDER: Mayor Millirons
PLEDGE OF ALLEGIANCE: All
INVOCATION: Mayor Millirons

1. **ROLL CALL**

2. **APPROVAL OF MEETING AGENDA:**

To add or remove items from the Agenda

3. **CONSENT AGENDA:**

(Agenda Item 11-07-284)

1. Approval of the June 28, 2011 Regular Meeting Minutes

4. **REPORTS AND PRESENTATIONS:**

1. Update on 16th consecutive Award of Financial Reporting Achievement to the City of Morrow. *(Presented by City Manager Jeff Eady)*

5. **FIRST PRESENTATION:** None at this time

6. **OLD BUSINESS:** None at this time

7. **NEW BUSINESS:**

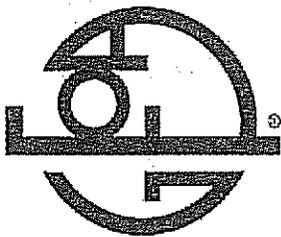
(Agenda Item 11-07-285)

1. Approval for the Mayor or his designee to enter to an amended agreement for Residential and Commercial Solid Waste Collection and Disposal Services for the City of Morrow. *(Presented by City Manager Jeff Eady)*

8. **GENERAL COMMENTS:**

Citizens-
City Manager-
Mayor and Council –

9. **ADJOURNMENT:**



The Government Finance Officers Association
of the United States and Canada

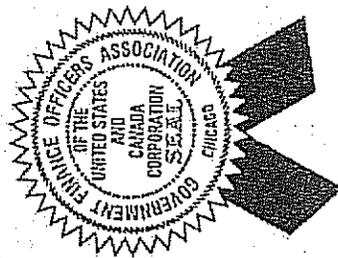
presents this

AWARD OF FINANCIAL REPORTING ACHIEVEMENT

to

Daniel W. Defnall, CMA

Finance Officer
City of Morrow, Georgia



The award of Financial Reporting Achievement is presented by the Government Finance Officers Association to the individual(s) designated as instrumental in their government unit achieving a Certificate of Achievement for Excellence in Financial Reporting. A Certificate of Achievement is presented to those government units whose annual financial reports are judged to adhere to program standards and represents the highest award in government financial reporting.

Executive Director

Date June 24, 2011

**FIRST AMENDMENT TO
RESIDENTIAL AND COMMERCIAL SOLID WASTE COLLECTION
AND DISPOSAL AGREEMENT**

THIS FIRST AMENDMENT TO RESIDENTIAL AND COMMERCIAL SOLID WASTE COLLECTION AND DISPOSAL AGREEMENT (the "Amendment") is made and entered into this ___ day of July, 2011, between the City of Morrow, Georgia, a municipal corporation of the State of Georgia (the "CITY") and BFI Waste Services, LLC, a Delaware limited liability company d/b/a Republic Services of Georgia ("BFI").

RECITALS

A. The CITY and BFI (as successor-in-interest to United Waste Services, inc.) are parties to that certain Residential and Commercial Solid Waste Collection and Disposal Agreement, dated April 1, 1999 (collectively, the "Agreement").

B. The CITY and BFI desire to amend the Agreement to modify certain terms of the Agreement, in accordance with, and subject to, the terms and conditions set forth in this Amendment.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

AGREEMENT

1. **Term.** Section 7.1 of the Agreement is hereby amended in its entirety to read as follows:

"The term of the Agreement shall continue through June 30, 2014. The term of this Agreement shall automatically extend for one (1) additional year on each annual anniversary date hereof, unless either party serves the other party by certified mail with written notice of termination received at least ninety (90) days prior to the then current anniversary date."

The Effective Date for implementation of changes in services provided and rate changed detailed in this amendment will become effective September 1, 2011.

2. **Property Damage.** The following provision is hereby added to the Agreement:

"BFI shall not be responsible for damage to curbing, driving surfaces, paving of any sort (whether it be asphalt, concrete or any other paving material) in connection with providing the Collection Services under this Agreement, unless such damages is caused by BFI's negligence or failure

to properly maintain its vehicles. If a spill, hydraulic or other leaks from BFI's vehicles occur, BFI will exercise its commercially reasonable efforts to promptly clean up such spill or leak."

3. **Definition of Collection Services.** The definition of "Collection Services as set forth in the Recitals of the Agreement shall be amended in its entirety to read as follows:

"BFI shall provide one (1) residential collection weekly and disposal of solid waste and one (1) recyclable materials collection weekly ; and collection and disposal of commercial waste for an on behalf of the City (collectively, "Collection Services")."

General Scope of Work:

"BFI" will provide a 95 gallon cart for service at curbside for Residential Refuse waste generated by homeowners one (1) time per week service.

"BFI" will provide 65 gallon cart for service at curbside for recyclable materials one (1) time per week service.

"BFI" will provide collection service for yard waste one (1) time per week.

"BFI" will provide collection service for bulk/large item service one (1) time per week.

Residential Waste Collection Services:

Commencing the Effective Date, "BFI" shall collect and dispose of in a workmanlike manner one (1) time per week Residential Refuse placed in the 95 Gallon cart provided for each Residential Unit located within the Service Area.

Commencing the Effective Date, "BFI" shall collect recyclable materials and transport to a recycler in a workmanlike manner one (1) time per week Residential Recyclable material placed in 65 gallon cart that will be placed at curbside by Resident.

Carts shall be placed at the collection point by 7:00 a.m. on the designated collection day. "BFI" may decline to collect any Residential Refuse not contained in Carts. "BFI" may decline to collect any Residential Recycling not contained in Carts or contaminated with Refuse and other other garbage not deemed to be recyclable.

CITY to advise in writing to BFI the address(es) for hardship exceptions

for elderly or disabled in order to provide backdoor service in these cases.

4. **Rates.** Section 6.1 of the Agreement is hereby amended in its entirety to read as follows:

“6.1 Rates. Commencing on September 1, 2011, CITY shall pay BFI, on a monthly basis amounts calculated as follows:

For Residential Waste Collection, Residential Recycling Collection, Yard Waste Collection, and Bulk item collection one time per week: \$14.89 per home per month.

Commercial Waste Collection Services: See attached pricing Matrix set forth on Attachment A.”

5. **Recycling Services.** The parties agree that the Collection Services provided by BFI to the City shall include weekly curbside house-hold incentive based recycling collection. BFI shall provide each residential unit one (1) 65-gallon recycle cart per residential unit.

6. **RecycleBank Program.** The parties agree that within 30 days of the effective date of this Amendment, BFI and the CITY will agree to a timeline to implement the RecycleBank program described on Exhibit “A”. The parties agree that the timeline will outline milestones so that the parties can communicate such milestones to the customers and time marketing efforts. The estimated completion for the roll out of the RecycleBank program is 120 days from the effective date of this Amendment.

7. **Full Force and Effect; Counterparts.** The Agreement shall remain in full force and effect in accordance with its terms and provisions except as modified by this Amendment. This Amendment shall be binding on the parties hereto and their respective successors and assigns. This Amendment may be executed in one or more counterparts, all counterparts shall be valid and binding on the party executing them, and all counterparts shall together constitute one and the same document for all purposes. This Amendment may be executed and delivered by facsimile signature for execution on the part of one or more parties hereto and upon one party sending via facsimile to another party a facsimile copy of a signature page showing the sending party’s execution or signature, the sending party shall be bound by such signature or execution.

IN WITNESS WHEREOF, the undersigned have entered this Amendment effective as of the day and year first above written.

City of Morrow, Georgia

BFI Waste Services, LLC, a Delaware
limited liability company

BY: _____
Jim Millirons, Mayor

BY: _____
Heath Eddleblute, Area President
Georgia/Puerto Rico

ATTEST

ATTEST

By: _____
City Secretary

By: _____

EXHIBIT "A"

RECYCLEBANK REWARDS PROGRAM

1. **RecycleBank.** RecycleBank, LLC ("RecycleBank") is a limited liability corporation having its principal office at 95 Morton Street, New York, NY 10014. RecycleBank will act as a subcontractor to BFI providing the incentive based recycling program in the CITY.
2. **Services.** BFI through the partnership with RecycleBank agrees to provide CITY with the incentive based recycling program service known as the Community Weight Based Program. Residents earn RecycleBank Points based on a Community Weight Based Model where the system records participation. The truck is weighed at the scale house – the net weight is calculated based on the truck load. The net weight of the recyclables is divided by the number of participants on that load to calculate the average pounds per household. Data transfers will occur daily and the associated points for the households will be posted to individual RecycleBank accounts within 3 business days. RecycleBank Rewards Program would become effective November 1, 2011.
3. **Fees.** The CITY agrees to pay BFI the rate of \$14.89 per month per residential unit, which includes the weekly collection of municipal solid waste, weekly collection of recycling, weekly collection of yard waste, and weekly collection of bulk item and the incentive based recycling program. The fees are subject to the terms of the Agreement. The billing cycle for the incentive based program will remain consistent with the current BFI billing cycle.
4. **Customer Support.** BFI through the partnership with RecycleBank will provide residential customer and vendor reward fulfillment services and management. BFI through the partnership with RecycleBank will provide online support as well as telephone support Monday through Friday 7:00 a.m. to 6:00 p.m. CST. BFI will use its commercially reasonable efforts to return all customer calls or e-mail correspondence within twenty-four (24) hours.

RecycleBank will provide Customer Service for Reward Redemption & Fulfillment:

- RecycleBank will track reward points and provide member access via RecycleBank's website and toll free telephone customer service center.
 - RecycleBank will maintain a Customer Service Department to answer resident's questions relating to the Incentive Recycling Program.
 - RecycleBank will manage and fulfill Resident Reward requests via RecycleBank's internet site, phone and mail systems.
5. **Container Maintenance.** The new 95- gallon and 65-gallon carts will be delivered to customers during the month of August 2011. Carts will remain on the current maintenance program that is in effect in the CITY under the Agreement.

6. **Website.** BFI will provide and maintain a website through which it will offer the reward service to customers (the “***Website***”). The Website will be available 99% of the time 24/7 except for interruption of the service due to scheduled outages and maintenance. BFI will use reasonable efforts to notify customers in advance of scheduled maintenance and to avoid scheduling such maintenance during regular business hours. There will be a website available for customers prior to the program start date that will have basic information and answers to frequently asked questions about the program.
7. **Description of Assets.** BFI will have the following assets in place for the operation of the incentive based recycling program.
 - a. 65 Gallon Recycle Carts
8. **Reporting.** BFI, through the partnership with RecycleBank, will provide the CITY reports on a monthly basis. Such reports shall include information regarding participation rates, recycling rates and tonnage collected. All such identification data is owned by BFI and may be provided to the CITY under a limited, non-exclusive and non-transferable license. The CITY shall not be entitled to receive any other customer or other data derived by BFI from the incentive based recycling program.
9. **Marketing.** CITY will supply initial data, such as street addresses and zip codes, to populate the database for individual households. The CITY will also provide information on new residential accounts to provide new customers with activation kits and supplemental information for the recycling rewards program.
 - a. BFI will consult with the CITY to determine potential vendors to include in the recycling rewards program. BFI, at its discretion, may have RecycleBank call on and set up other local and regional vendors.
 - b. BFI, through the partnership with RecycleBank, will contact and explain reward/redemption program to vendors and will prepare and execute the required vendor agreement.
 - c. BFI, through the partnership with RecycleBank, will organize and develop vendor reward parameters and will work with vendors on all approvals.
 - d. BFI, through the partnership with RecycleBank, will utilize existing relations with national vendors and use reasonable efforts to expand their reward offerings.
 - e. BFI, through the partnership with RecycleBank, will be responsible for preparing, delivering and reviewing with the CITY and vendors all applicable market research material.

- f. The CITY may consult with BFI on specific marketing programs or community outreach ideas, but BFI reserves the right of final approval on any marketing campaigns.
- g. BFI, through the partnership with RecycleBank, will be responsible for providing marketing material such as activation mailers, general distribution pieces and educational kits. BFI and RecycleBank reserve final approval on materials with the logos of BFI or RecycleBank. Approved artwork and copy will be provided for use by the CITY for any marketing pieces the CITY develops.
- h. RecycleBank has a proven marketing program pre-roll out, post-launch and continues to provide marketing support throughout the duration of the program. RecycleBank will create and cover mailing costs of activation kits to customers. RecycleBank provides most design services and will offer co-branded marketing and education strategies to encourage recycling and redemption at no extra charge. The CITY is free to market the program in any way they chose should they want to undertake a marketing program. If the CITY does want to create collateral or, create online marketing materials, including web design, BFI and RecycleBank would need to approve the use of all trademarks, logos and word marks. Offline advertising, printing and other marketing initiatives driven by the CITY are typically paid for by the CITY.

10. Privacy Policy. BFI will abide by the attached Privacy Policy from RecycleBank. (Attachment A). At no time will a RecycleBank member's information be given to or sold to a third party. From time to time aggregate information about the community is shared with sponsors and advertisers, but no personal information. BFI and RecycleBank do not share any site specific information, and a vendor would never be able to market directly to a household. If a customer agrees to opt in to receive information from an advertiser or sponsor then they may receive mailers or email offers. At no time would BFI or RecycleBank provide phone numbers. BFI and RecycleBank will share recycling information with the CITY down to the individual lot level.

11. Points. Customers will earn 2.5 points for every pound recycled. Customer pounds are allocated based upon weighted average calculated on total route tonnage divided by number of customers participating on route. The points have no set dollar value attached to them and are only redeemable through the incentive based recycling program offered by BFI and RecycleBank and do not constitute income for tax purposes to the recipient customer. The maximum number of points a resident can earn in a curbside environment in a month is 450 points.

12. Customers' Roles and Responsibilities. Customers must activate their account via the Internet or the customer support phone number in order to accumulate points. They also need to participate in the program by setting out their recycle carts with the

recycle material on the appropriate day to be collected and registered as participating in the incentive based program. The customer will need to check their account periodically and redeem their rewards via the Internet or the customer support phone number.

ATTACHMENT A – PRIVACY POLICY

RecycleBank Privacy Policy

RecycleBank, LLC is dedicated to maintaining your privacy and protecting of your personally identifiable information (PII). We have adopted and implemented the following privacy policy as part of our commitment to your privacy protection. This policy sets forth the information we collect from our participants and other visitors to our website and how we will use that information. This Privacy Policy is effective January 1, 2006 for all RecycleBank program participants and visitors to the RecycleBank web site.

Information Collected Through The RecycleBank Program

RecycleBank collects both personal and non-personal information in order to reward you for your Recycling activity, to provide you with a more personalized experience, and to promote partners who support the RecycleBank program. To participate in the RecycleBank program, RecycleBank needs to know your physical address, which is acquired through various methods including through your waste company or your municipality. In order to participate in the program, we also need to record your household recycling habits, redemption habits, and other attributes associated with the RecycleBank program. From time to time we will ask you for personal identifiable information including demographics (age, income, etc), psychographics (what you like to purchase, etc) and your interests. Submission of this information is entirely voluntary. We use this information to provide you with a more personalized RecycleBank experience.

We do not rent, sell or share your personal information or program activity to anyone without your express consent. We may share information with municipalities and haulers about the frequency with which you recycle and the weight or volume of the material you recycle but not about the content of this material. We may also share information with others about the aggregate volume or weight of material recycled by many households, including yours.

As a visitor to our website, whether as a participant or non-participant, RecycleBank will collect certain anonymous information from you. The anonymous information includes the pages you view on our website, the websites you visit immediately before and immediately after visiting our website, your IP address and the operating system, browser software and internet service provider you use. This information does not personally identify you.

If you choose to send us email inquiries or call our customer service department, we will collect your personal information including your email address. Any visitor to our website may send a feedback form, whether or not the visitor has

registered as a RecycleBank participant. This information is recorded for our records.

YOUR EMAIL ADDRESS

You may choose whether to receive marketing messages (Email) from RecycleBank about products, special offers and services offered by RecycleBank or third parties. If you do not wish to receive marketing messages, you may opt out by updating your account profile at any time on the RecycleBank web site or by contacting our customer service department.

We reserve the right to send you specific administrative notices that are required by law, regulation, or as needed to service your account with RecycleBank, even if you have opted out to receiving marketing messages.

HOW INFORMATION IS USED

We use your Household Recycling Data to record your participation, set up and maintain your account, determine how many RecycleBank dollars you have earned, and fulfill your reward requests.

We may aggregate the Recycling and Redemption Data from RecycleBank Participants and disclose the aggregate information to third parties. This aggregate information cannot be used to personally identify you.

We may use your RecycleBank program data and personal information to send relevant offers and information that may be of interest to you. You can, at any time, opt out of receiving marketing messages.

Our website and emails may contain links to other websites. We are not responsible for the content or privacy practices of those websites, including the use of personally identifiable information about you collected by those websites.

SALE OF RECYCLEBANK OR ITS ASSETS

If we sell our company or its assets, we may transfer your personal RecycleBank Data to the purchaser so that the purchaser can continue to provide services to you. The purchaser will be bound by this Privacy Policy.

CORRECTING, UPDATING OR DELETING INFORMATION

If you wish to correct, update, change, or delete your personal data, you may do so by visiting the Account section of the RecycleBank web site.

WEBSITE SECURITY

The security of your personally identifiable information is very important to us and we take commercially reasonable steps to attempt to secure your PII. We have put in place reasonable physical, electronic, and managerial procedures to safeguard the information we collect. Only those employees and contractors who need access to your PII in order to perform their duties are authorized to have access.

CHANGES TO THIS PRIVACY POLICY

We may change this Privacy Policy at any time without notice. If we change this Privacy Policy, we will post any changes on our websites Privacy Policy page so that you will always know what type of information we collect and how we use the information.