

**AMMENDMENT NUMBER 4 TO
SERVICE CONTRACT FOR
MUNICIPAL RESOURCE RECOVERY SERVICES
FOR THE CITY OF ANN ARBOR
BETWEEN
RECYCLE ANN ARBOR AND THE CITY OF ANN ARBOR**

The City of Ann Arbor, a municipal corporation, 301 E. Huron St., Ann Arbor, MI 48104 ("City") and Recycle Ann Arbor, a Michigan non-profit corporation with offices at 2420 S. Industrial Highway, Ann Arbor, Michigan 48104 ("Contractor"), together the "Parties," agree to amend the Service Contract for Municipal Resource Recovery Services for the City of Ann Arbor ("the Agreement") made and entered into by the parties on the 1st day of December, 2003, amended by Amendment #1 effective March 2, 2005; amended by Amendment #2 effective May 13, 2010; and amended by Amendment #3 effective August 29, 2011.

WITNESSETH

WHEREAS, the City and Contractor desire to modify the agreement for municipal resource recovery services; and

WHEREAS, as provided for below, the City and Contractor have mutually agreed to the revisions as shown below, modifying the Agreement according to Amendment Number 3 whereby an Annual Price Adjustment Factor can be applied as of July 1, 2015;

NOW, THEREFORE, in consideration of the mutual promises set forth below, the Contractor and City agree that the following sections shall be substituted for the deleted and like numbered Sections of the original service Contract Documents as set forth below, the City and Contractor agree to the following:

**AMENDMENT NUMBER 3
ARTICLE III,
AMENDMENT TO ATTACHMENT A, ARTICLE A-2 OF AGREEMENT
Designated Services Compensation**

DELETE

From Paragraph C Compensation per Service Unit after the Single Stream Recycling Processing Live Acceptance Date

"As of July 1, 2015 the Fixed Cost Rate per Service Unit Scheduled Lift shall be adjusted annually as proved for in Article A-6, Part A, Annual Price Adjustment Factor."

AND REPLACE WITH

"As of July 1, 2015 and annually each July 1 through June 30, 2018 the Contractor fee for the Fixed Cost Rate per Service Unit Scheduled Lift shall be adjusted according to the following schedule.

City FY 2016 (July 1, 2015 – June 30, 2016):	\$3.70
City FY 2017 (July 1, 2016 – June 30, 2017):	\$3.84
City FY 2018 (July 1, 2017 – June 30, 2018):	\$4.00"

All terms, conditions, and provisions of the original Agreement between the City and the Contractor executed December 1, 2003 as amended are to apply to this amendment and are made part of this amendment as though expressly rewritten, incorporated, and included herein.

This Amendment 4 to the Agreement between the City and the Contractor shall be binding on the heirs, successors and assigns of the Parties.

Dated this 18 day of August, 2015

IN WITNESS WHEREOF, the authorized representatives of the Parties hereto have fully executed this instrument on the day and year first written above.

FOR CONTRACTOR

By


Kirk Lignell, CEO

FOR THE CITY OF ANN ARBOR

By


Christopher Taylor, Mayor

By


Jacqueline Beaudry, City Clerk

Approved as to Substance


for Craig Hupy, Public Services Administrator


Steven Powers, City Administrator

Approved as to Form


NE Stephen K. Postema, City Attorney