

**AMENDMENT NUMBER 7 TO
AGREEMENT FOR
MUNICIPAL RESOURCE RECOVERY SERVICES
BETWEEN
RECYCLE ANN ARBOR AND
THE CITY OF ANN ARBOR**

The City of Ann Arbor, a Michigan municipal corporation, with offices at 301 E. Huron St. Ann Arbor, Michigan 48107-8647 (“City”) and Recycle Ann Arbor, a Michigan Non-Profit Corporation, having its offices at 2420 South Industrial Highway, Ann Arbor, Michigan 48104 (“Contractor”) agree to amend the services agreement for Municipal Resource Recovery Services executed by the parties dated December 1, 2003 and amended six times, most recently on June 3, 2019 (“Agreement”) as follows:

**ARTICLE II
AMENDMENT TO ARTICLE B-6 OF AGREEMENT
Collection Trucks**

Article B-6 of the Agreement is amended to read as follows:

REPLACE:

ASSET ID	YEAR	MAKE/DESCRIPTION
8693	2007	Crane Carrier chassis, Labrie Expert – Comingle refuse body
8694	2007	Crane Carrier chassis, Labrie Expert – Comingle refuse body
8695	2010	Peterbilt 320 Hydraulic Hybrid chassis, Labrie Automizer refuse body with RH HD arm
8696	2010	Peterbilt 320 Hydraulic Hybrid chassis, Labrie Automizer refuse body with RH HD arm
8697	2010	Peterbilt 320 Hydraulic Hybrid chassis, Labrie Automizer refuse body with RH HD arm
8698	2010	Peterbilt 320 Hydraulic Hybrid chassis, Labrie Automizer refuse body with RH HD arm
8689	2014	Mack LEU613 chassis, Labrie Expert refuse body with Helping Hand RH arm
8690	2014	Mack LEU613 chassis, Labrie Expert refuse body with Helping Hand RH arm
8691	2014	Mack LEU613 chassis, Labrie Expert refuse body with Helping Hand RH arm
8692	2014	Mack LEU613 chassis Labrie Expert refuse body with Helping Hand RH and LH arms

Contractor shall, at its own expense, lease any additional Collection Trucks necessary for Contractor to satisfy its obligations under this Agreement (“Leased Trucks”). Any lease agreements for any Leased Trucks shall be for terms not to exceed four months. Contractor shall not enter any such lease agreements unless and until it obtains the City’s written approval of same, including via e-mail, with such approval not being unreasonably withheld by the City.

WITH:

ASSET ID	YEAR	MAKE/DESCRIPTION
8693	2007	Crane Carrier chassis, Labrie Expert – Comingle refuse body
8697	2010	Peterbilt 320 Hydraulic Hybrid chassis, Labrie Automizer refuse body with RH HD arm
8698	2010	Peterbilt 320 Hydraulic Hybrid chassis, Labrie Automizer refuse body with RH HD arm
8689	2014	Mack LEU613 chassis, Labrie Expert refuse body with Helping Hand RH arm
8690	2014	Mack LEU613 chassis, Labrie Expert refuse body with Helping Hand RH arm
8691	2014	Mack LEU613 chassis, Labrie Expert refuse body with Helping Hand RH arm
8692	2014	Mack LEU613 chassis Labrie Expert refuse body with Helping Hand RH and LH arms
8640	2012	Mack/Labrie Refuse Truck Helping Hand
8641	2014	Mack LEU613 Refuse Truck Labrie Automated Arm, side Loader
8644	2014	Mack LEU613 Refuse Truck Labrie Automated Arm, side Loader

Contractor shall, at its own expense, lease any additional Collection Trucks necessary for Contractor to satisfy its obligations under this Agreement (“Leased Trucks”). Lease agreements for any Leased Trucks shall end no later than June 30, 2021. Contractor shall not enter any such lease agreements unless and until it obtains the City’s written approval of same, including via e-mail, with such approval not being unreasonably withheld by the City.

All terms, conditions, and provisions of the Agreement, unless specifically amended above, shall apply to this Amendment and are made a part of this Amendment as though expressly rewritten, incorporated, and included herein.

This Amendment to the Agreement shall be binding on the Parties' heirs, successors, and assigns.

For Contractor

For City of Ann Arbor

By _____

By _____

Christopher Taylor, Mayor

Its:

Date: _____

By _____

Jacqueline Beaudry, City Clerk

Approved as to form and content

Approved as to substance

Stephen K. Postema, City Attorney

Tom Crawford, Interim City Administrator

Craig Hupy
Public Services Administrator

