

**AMENDMENT NUMBER 3 TO
AGREEMENT FOR
COMMERCIAL REFUSE COLLECTION SERVICES
BETWEEN
WASTE MANAGEMENT OF MICHIGAN, INC.
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 Waste Management of Michigan, Inc., a Michigan Corporation, having its offices at 48797 Alpha Drive, Suite 100, Wixom, MI 48393, Federal ID# 38-1214786, ~~a wholly owned subsidiary of Waste Management, Inc. a Delaware Corporation, having its offices at 1001 Fannin Street, Houston, Texas, 77002-6706, Federal ID# 73-1309529~~ ("Contractor") agree to amend the services agreement for Commercial Refuse Collection Services executed by the parties dated June 18, 2009, amended on December 16, 2013, and July 3, 2019 ("Agreement") as follows:

- 1) Article II, DURATION, is deleted and replaced with the following:

This AGREEMENT shall remain in effect through June 30, 2023, unless terminated for breach or as provided in this agreement. Upon mutual agreement of the parties~~At the City's option, upon notice to the Contractor~~, the Contract may be extended for one additional one-year term through June 30, 2024, unless terminated for breach or as provided in this agreement.

- 2) Exhibit D, PERFORMANCE SPECIFICATIONS, Article D-1, General Specifications, (b) is deleted and replaced with the following:

b. Waste Delivery: Contractor shall deliver all Refuse collected Monday-Saturday only to the Contractor's Woodland Meadow's landfill at 5900 Hannan Road, Wayne, MI at the rate of \$22.97 per ton plus a fuel surcharge as provided for in this agreement. This facility will be available six (6) days per week to receive refuse collected as part of this program. The hours available will be Monday-Friday 7am-4pm, and Saturday 7am-11am. In the event At the City's sole option and discretion, should the Woodland Meadows landfill is not be available, the City may elect, in its sole discretion, to have Contractor deliver all Refuse collected to should the City elect this option, the City Transfer Station located at 4160 Platt Rd, Ann Arbor, MI, as may be selected as an alternative transfer disposal site with ultimate disposal at another location, and the City shall be responsible for paying the City Transfer Station rates. ~~The Contractor shall provide the City with weekly reports and invoices for such solid waste. This arrangement shall continue until the City chooses to another site as its City Designated Facility for purposes of this Agreement.~~

- 3) AMENDMENT NUMBER ONE TO SERVICE AGREEMENT BETWEEN WASTE

MANAGEMENT OF MICHIGAN, INC., AND THE CITY OF ANN ARBOR, the following is added to D-1(c) and incorporated herein as a part of the Agreement: is added to the following.

Additional Collection Service on Sunday	#17	\$61.94	Per Lift
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#17. The Sunday Collection Service will be limited to a Minimum Order of 20 refuse containers in the City's Downtown Business District (DBD), and no maximum order of dumpsters in the DBD, that are either compacting (Vert-i-pack) stations or Front Load dumpsters (2-8 cubic yards in size).

All terms, conditions, and provisions of the Agreement, unless specifically amended above, shall apply to this Amendment 3 and are made a part of this Amendment 3 as though expressly rewritten, incorporated, and included herein.

This Amendment 3 to the Agreement shall be binding on the Parties' heirs, successors, and assigns.

For Waste Management of Michigan, Inc. 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, City Administrator

Craig Hupy
Public Services Administrator

DRAFT