

BILL OF SALE

THIS BILL OF SALE, dated this ____ day of July 2021, is by and between the City of Ann Arbor, a Michigan municipal corporation (“City”), with offices at 301 E. Huron Street, Ann Arbor, MI 40104, and Recycle Ann Arbor, a Michigan nonprofit corporation (“RAA”), with offices at PO Box 246 Dexter, MI 48130. The City and RAA may be herein referred to individually as a “Party” and collectively as the “Parties.”

WHEREAS, RAA and the City are parties to a contract for Municipal Resource Recovery Services for the City of Ann Arbor dated December 1, 2003 (“Services Agreement”) for the collection of recycling;

WHEREAS, the Parties have entered into Amendment Number 8 to extend the Term of the Services Agreement and the scope of services to continue RAA’s collection of recycling from certain City accounts serviced with 32, 64, or 96-gallon curb carts (“Services”);

WHEREAS, under Amendment Number 8, RAA will provide its own collection truck fleet for the Services, and the City will no longer provide collection trucks, fuel, repair, or maintenance of recycling trucks;

WHEREAS, to enable RAA to continue to use trucks to perform the Services, RAA has agreed to purchase from the City, and the City has agreed to sell to RAA, the used collection trucks listed in Exhibit A (“Trucks”) excluding truck radios per Amendment Number 8; and

NOW THEREFORE, for, and in consideration of, the Purchase Price to be paid by RAA to City hereunder, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and RAA do hereby agree as follows:

1. The Parties have agreed that the purchase price for the Trucks shall be a total amount of One Hundred Thousand and 00/100 Dollars (\$100,000.00) (the “Purchase Price”);
2. Upon the execution of this Bill of Sale, RAA shall tender payment of the Purchase Price to the City in immediately available U.S. Dollars. Subject to the receipt and acceptance of such payment, the City does hereby grant, bargain, sell, transfer, assign and convey to RAA all of the City’s right, title and interest in and to the Trucks upon the terms and conditions set forth herein. Upon the tender of the Purchase Price to the City, the City shall release the Trucks to Buyer.
3. The City warrants that it is the lawful owner in every respect of all of the described Trucks and that it is free and clear of all liens, security agreements, encumbrances, claims, demands, and charges of every kind whatsoever.
4. **THE TRUCKS (EXCLUDING RADIOS) CONVEYED BY THIS BILL OF SALE ARE SOLD BY THE CITY AND ACCEPTED BY RAA ON AN “AS IS, WHERE IS” AND “WITH ALL FAULTS” BASIS. THE CITY MAKES NO REPRESENTATIONS OR WARRANTIES AND EXPRESSLY DISCLAIMS AND NEGATES ANY IMPLIED OR EXPRESS**

WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY IMPLIED OR EXPRESS WARRANTIES AGAINST DEFECTS, WHETHER PATENT, LATENT OR OTHERWISE.

5. RAA currently uses and operates the Trucks and has been given the opportunity to inspect, and has inspected, any and all of the Trucks, and RAA accepts all Trucks in their existing state.
6. RAA shall be responsible for pick up and transportation of the Trucks, as may be applicable, at its sole cost, risk, liability and expense.
7. This Bill of Sale is binding upon and shall inure to the benefits of the City and RAA and their respective successors and assigns.
8. Each Party hereby represents that it is fully authorized to enter into this Bill of Sale and that upon full execution hereof, this Bill of Sale shall constitute a binding agreement between the Parties.
9. This Agreement will be governed and controlled in all respects by the laws of the State of Michigan, including interpretation, enforceability, validity and construction, excepting the principles of conflicts of law. The Parties submit to the jurisdiction and venue of the Circuit Court for Washtenaw County, State of Michigan, or, if original jurisdiction can be established, the United States District Court for the Eastern District of Michigan, Southern Division, with respect to any action arising, directly or indirectly, out of this Bill of Sale.
10. This Bill of Sale may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same document. RAA and the City agree that signatures on this Bill of Sale may be delivered electronically in lieu of an original signature and agree to treat electronic signatures as original signatures that bind them to this document. This Bill of Sale may be executed and delivered by facsimile and upon such delivery, the facsimile signature will be deemed to have the same effect as if the original signature had been delivered to the other Party.

BUYER
RECYCLE ANN ARBOR

SELLER
THE CITY OF ANN ARBOR

By _____
Name:
Title:

By _____
Tom Crawford,
City Administrator

DATED: _____

DATED: _____

Approved as to substance

Craig Hupy, Public Services Area
Administrator

Approved as to form

Stephen K. Postema, City Attorney

Exhibit A--Equipment

Asset No.	Year	Make	Model	Serial No.	VIN No.
8644	2014	Mack	LE4613 Refuse Truck	EX13115VED	1M2A404C3EM007985
8690	2014	Mack	LE4613 Refuse Truck	EX13115VGE	1M2AU04C8EM007979
8692	2014	Mack	LE 4613 Refuse Truck	EX13115VEA	1M2AU04C5EM007986