

**FIRST AMENDMENT TO MOUNTAIN WASTE AND RECYCLING, INC.
PROFESSIONAL SERVICES AGREEMENT**

THIS FIRST AMENDMENT TO MOUNTAIN WASTE AND RECYCLING, INC. PROFESSIONAL SERVICES AGREEMENT is made, entered into, and effective as of this _____ day of _____, 2016, by and between the **TOWN OF NEW CASTLE SANITATION ENTERPRISE** (“Town”) and **MOUNTAIN ROLL-OFF, INC., D/B/A MOUNTAIN WASTE & RECYCLING**, a Colorado corporation (“Mountain Waste”).

RECITALS

WHEREAS, the Parties entered into a professional services agreement dated August 2, 2016 (the “Agreement”); and

WHEREAS, pursuant to the Agreement, Mountain Waste agreed to provide trash removal and portable restroom services within the Town of New Castle; and

WHEREAS, since signing the Agreement, the Town has requested certain services, the price and/or type of which were not provided for in the Agreement; and

WHEREAS, the Parties desire to amend the Agreement to include additional services to be provided by Mountain Waste and the price therefor.

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

1. **ADDITIONAL SERVICES.** Section 3.5(a) of the Agreement is hereby amended to include relocation or removal within the town limits of the Town of New Castle of the portable restrooms owned by the Town.

2. **EXHIBIT B.** Exhibit B to the Agreement is hereby amended to include the following prices: Relocation or Removal of Portable Restrooms within Town Limits—\$25.00 per relocation or removal; Pump out and disposal of waste from Town of New Castle vaulted restrooms—\$.60 per gallon or \$800 flat rate.

3. **REMAINDER UNCHANGED.** All parts of the Agreement not specifically amended herein remain unchanged and shall continue in full force and effect.

SO AGREED and made effective as of the date set forth above.

TOWN:

By: _____
Art Riddile, Mayor

ATTEST:

Melody Harrison, Town Clerk

MOUNTAIN WASTE:

By: _____
Mike Hinkley, District Manager