

**FIRST AMENDMENT TO NON-EXCLUSIVE TEMPORARY DEBRIS BOX AND ROLL  
OFF COLLECTION SERVICES AGREEMENT  
BETWEEN THE TOWN OF WINDSOR AND M&M SERVICES INC.**

This First Amendment to Agreement is made and entered into effective the 26 day of SEPT, 2012, by and between the Town of Windsor ("TOWN"), and M&M Services Inc. ("CONTRACTOR").

**WHEREAS**, TOWN and CONTRACTOR have entered into the Non-Exclusive Temporary Debris Box and Roll Off Collection Services Agreement ("Agreement") between the Town of Windsor and M&M Services Inc. dated December 11, 2007 (the "Agreement"), whereby CONTRACTOR began providing debris box and roll off collection services effective January 1, 2008; and

**WHEREAS**, TOWN and CONTRACTOR desire to undertake this first amendment to extend the term of the Agreement in accordance with Agreement Section 2.02-Extensions for a period of 12 months and to revise the Town Designee to receive written notices;

**WHEREAS**, TOWN conducted an Audit of M&M Services, Inc. dated April 5, 2012 and has determined that the CONTRACTOR has met all of the Diversion Standards set forth in Article 5 and the Record Keeping and Reporting Requirements set forth in Article 8 of the Agreement;

**WHEREAS**, TOWN and CONTRACTOR desire to amend the Agreement in order to adjust the Term of the Agreement and to make the following changes:

- Revise the term of the agreement as follows:

*2.01 The original term of this agreement shall be for a five year period beginning January 1, 2008 and terminating on December 31, 2012. The new Term of the agreement shall be extended for 12 months until December 31, 2013.*

- Revising the Town Designee to receive written notices:

*33.01 Except as provided herein, whenever either party desires to give notice to the other, it must be given by written notice addressed to the party for whom it is intended, at the place last specified and to the place for giving of notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective persons and places for giving of notice:*

*As to the TOWN:*

*Town Manager or his/her Designee  
Windsor Town Hall  
9291 Old Redwood Highway, Building 400  
Windsor, CA 95492  
Phone: (707) 838-5330  
Facsimile: (707) 838-7349*

**NOW, therefore, in consideration of the mutual covenants, agreements and consideration contained herein, TOWN and CONTRACTOR hereby agree as follows:**

Section 2.01 of the Agreement shall be amended as follows:

The new Term of the Agreement shall be December 31, 2013.

Section 33.01 of the Agreement shall be amended as follows:

*Except as provided herein, whenever either party desires to give notice to the other, it must be given by written notice addressed to the party for whom it is intended, at the place last specified and to the place for giving of notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective persons and places for giving of notice:*

*As to the TOWN:*

*Town Manager or his/her Designee  
Windsor Town Hall  
9291 Old Redwood Highway, Building 400  
Windsor, CA 95492  
Phone: (707) 838-5330  
Facsimile: (707) 838-7349*

IN WITNESS WHEREOF, TOWN and CONTRACTOR have executed this First Amendment to Agreement on the respective date(s) below each signature.

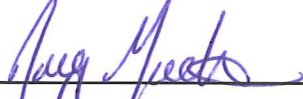
**TOWN OF WINDSOR**

**M&M**

  
\_\_\_\_\_

J. Matthew Mullan  
Town Manager

Date

  
\_\_\_\_\_

Douglas Moreda,  
President, M&M Services Inc.  
Town of Windsor Business  
License No.

Date

9/12/12

**The foregoing Agreement has been reviewed and approval is recommended:**

  
\_\_\_\_\_ 9/25/12  
Date

David Kelley  
Assistant Town Manager

**1<sup>st</sup> Amendment Between the Town of Windsor and M&M Services Inc.**

**Approved as to Form:**

  
\_\_\_\_\_ 9/26/12  
Date

Richard Rudnansky  
Town Attorney