

AMENDMENT NO. 1
TO
SOLID WASTE DISPOSAL SERVICE AGREEMENT

WHEREAS, as of December 1, 1984, the County of Dutchess, a municipal corporation of the State of New York (the "County"), and the Dutchess County Resource Recovery Agency, a public benefit corporation duly organized and existing under the laws of the State of New York (the "Agency"), entered into a certain Solid Waste Disposal Service Agreement (the "Agreement") whereby the Agency agreed to furnish to the County the service of accepting and processing and/or disposing of Solid Waste (as defined in the Agreement) within the County in consideration for the payment by the County to the Agency for such service of Net Service Fees (as defined in the Agreement) if and to the extent required by the Agreement, and

WHEREAS, as of December 1, 1984, the Agency, Pennsylvania Resource Systems, Inc., a Delaware corporation ("PRS"), and Pennsylvania Engineering Corporation, a Delaware Corporation ("PEC"), entered into a certain construction agreement (the "Construction Agreement") whereby PRS was to design, construct and conduct acceptance testing of a mass-burning, cogenerating, resource recovery facility (the "Facility") to process Solid Waste, recover saleable materials and generate steam and electricity; and

WHEREAS, as of December 1, 1984, the Agency and PRS entered into an agreement (the "Agency Service Agreement") whereby PRS was to operate, service and maintain the Facility upon the completion of the construction of the Facility; and

WHEREAS, construction of the Facility was to be financed, in part, by revenue bonds (the "1984 Bonds") in the aggregate principal amount of \$40,000,000 issued by the Agency pursuant to a Trust Indenture (the "1984 Indenture") dated as of December 1, 1984 between the Agency and the Bank of New York as trustee; and

WHEREAS, in 1988 the Agency determined that PRS was unlikely to be able to (i) complete the Facility on a timely basis in accordance with the Construction Agreement and (ii) operate the Facility as contemplated by the Agency Service Agreement; and

WHEREAS, the Agency subsequently declared PRS in default under the Construction Agreement for failure to complete the Facility in accordance with the terms of the Construction Agreement; and

WHEREAS, in August 1988 PRS and Westinghouse Electric Corporation, a Pennsylvania Corporation ("Westinghouse") entered into an agreement (the "Completion Agreement") whereby Westinghouse contracted to complete the Facility; and

WHEREAS, in December 1988 the Agency issued a request for proposals in accordance with Section 120-W of the New York Municipal Law whereby the Agency sought a replacement for PRS as the operator of the Facility under the Agency Service Agreement; and

WHEREAS, pursuant to the request for proposals the Agency selected the proposal of Dutchess Resource Management, Inc., a Delaware corporation and a wholly-owned subsidiary of Westinghouse ("DRMI"); and

WHEREAS, in June 1989 the Agency, Westinghouse and DRMI agreed to an Amended and Restated Agency Service Agreement (the "Amended and Restated Service Agreement") to provide for the operation of the Facility by DRMI and the guarantee of the performance of DRMI by Westinghouse, subject to certain Conditions Subsequent, including obtaining of any necessary approvals and consents to such Amended and Restated Service Agreement; and

WHEREAS, in June 1989 the Agency conditionally agreed to accept the Facility pursuant to an agreement (the "Acceptance Agreement"); and

WHEREAS, in October 1989 pursuant to the 1984 Indenture the Agency requested the consent of the holders of the 1984 Bonds to, among other things, certain amendments to the 1984 Indenture and transaction changes relating to the 1984 Bonds resulting from the default by PRS under the Construction Agreement and the execution and delivery by the Agency of the Completion Agreement, the Acceptance Agreement and the Amended and Restated Service Agreement; and

WHEREAS, in December 1989 the Agency determined that it had not received the consent of the holders of the 1984 Bonds and that without such consent the Agency could not comply with the terms of the 1984 Indenture; and

WHEREAS, the Agency terminated the Construction Agreement on April 23, 1990 and, in view of the termination of the Construction Agreement by the Agency because of the continuing default by the Contractor, the parties have deemed July 1, 1989 as the Effective Date; and

WHEREAS, since October 1988 the Facility has been operating and during such period has processed an average of 350 tons per day of Solid Waste on a continuous basis; and

WHEREAS, since 1984 the Agency has developed a resource management system in the County which includes the Facility and certain facilities for the collection of recyclable materials (the "System"); and

WHEREAS, the Agency now desires to issue its Solid

Waste Management System Revenue Bonds (the "System Bonds") to provide funds to be used for the redemption and in advance of their maturities of all 1984 Bonds outstanding; and

WHEREAS, pursuant to Section 5.06 of the Agreement, the Agency desires to provide for the continued operation of the Facility for the acceptance and disposal of solid waste as provided in the Agreement and to secure DRMI to act as successor contractor pursuant to the Amended and Restated Service Agreement and the County desires to cooperate with the Agency in providing for such continued operation of the Facility and in securing DRMI as the successor contractor pursuant to the Amended and Restated Service Agreement; and

WHEREAS, the Agency and the County desire to enter into this Amendment No. 1 to the Agreement to clarify and confirm that in the Agreement (i) the term "Bonds" shall no longer refer to the 1984 but shall refer only to the System Bonds, (ii) the term "Contractor" shall no longer refer to PRS but shall refer only to DRMI and (iii) the term "Agency Service Agreement" shall refer to the Amended and Restated Service Agreement;

NOW, THEREFORE, in consideration of the premises and agreements hereinafter contained and other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. The definition of "Agency Service Agreement" in Section 1.01 of the Agreement is hereby amended to read as follows:

"'Agency Service Agreement' means the Amended and Restated Service Agreement dated as of June 30, 1989, among the Contractor, Westinghouse and the Agency, as amended, modified or supplemented from time to time in accordance with its terms.

2. The definition of "Bonds" in Section 1.01 of the Agreement is hereby amended to read as follows:

"'Bonds' shall mean the 1990 Series A Solid Waste Management System Revenue Bonds authorized and issued pursuant to the Trust Indenture, together with any other bonds issued under the Trust Indenture to finance the Facility or an Alternate Disposal Site, and any refunding bonds therefor issued pursuant to the Trust Indenture."

3. The definition of "Contractor" in Section 1.01 of the Agreement is hereby amended to read as follows:

"'Contractor' means Dutchess Resource

Management, Inc., a Delaware corporation, or its successors or assigns, or such other person as may undertake its rights and responsibilities with respect to or be substituted in its place under the Agency Service Agreement."

4. The definition of "Trust Indenture" in Section 1.01 of the Agreement is hereby amended to read as follows:

"'Trust Indenture' means the Solid Waste Management System Revenue Bonds, General Bond Resolution adopted by the Agency on September 13, 1990, together with the 1990 Series A Resolution and any and all series resolutions or supplemental resolutions adopted in accordance with the terms thereof and hereof."

5. Section 1.01 of the Agreement is hereby amended by the addition of a definition for the term "1990 Series A Resolution" to read as follows:

"'1990 Series A Resolution' means the 1990 Series A Resolution adopted by the Agency on September 13, 1990."

6. Section 1.01 of the Agreement is hereby amended by the addition of a definition for the term "Westinghouse" to read as follows:

"'Westinghouse' means Westinghouse Electric Corporation, a Pennsylvania corporation."

7. Section 4.04 of the Agreement is hereby amended by the addition of the following sentence:

"In addition to the reporting requirements set forth above, the Agency shall report to the County Legislature every six months on the financial and operational status of the Facility."

Except to the extent expressly amended herein, the terms of the Agreement shall remain in full force and effect.

This Amendment No. 1 may be executed in any number of counterparts, any of which shall be regarded for all purposes as an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 1 to be executed by their duly authorized officers or representatives as of this 20th day of September, 1990.

DUTCHESS COUNTY RESOURCE
RECOVERY AGENCY

BY Frank J. Doherty

COUNTY OF DUTCHESS

BY Quince Patterson

STATE OF NEW YORK)
) ss.:
COUNTY OF DUTCHESS)

I, the undersigned, C. Scott Daniels, Assistant Secretary of the Dutchess County Resource Recovery Agency ("DCRRA" or "the Agency"), do hereby certify that I have compared the foregoing copy of the minutes of the Agency regarding resolution No. 370 which was adopted at a duly convened meeting of the Agency held on September 20, 1993 with the original thereof on file in the DCRRA's Executive Director's office, and that the same is a true and correct copy of the corrected original and of the whole of the corrected original of these minutes insofar as the same relates to the subject matters therein referred to.

I FURTHER CERTIFY that (i) all members of the Agency had due notice of the meeting reflected in these minutes, (ii) the meeting was in all respects duly held, (iii) pursuant to Section 99 of the Public Officers Law (Open Meeting Law), the meeting was open to the general public, and public notice of the time and place of the meeting was duly given to the public and news media in accordance with Section 99, (iv) there was a quorum of the members of the Agency present throughout the meeting, and, (v) Resolution No. 370 was approved by a majority of the membership of the Agency.

I FURTHER CERTIFY that, as of the date hereof, the attached Resolution No. 370 reflected in these minutes is in full force and effect and has not been amended, repealed or rescinded.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Agency this 20th day of August, 1998.

DUTCHESS COUNTY RESOURCE RECOVERY AGENCY



C. SCOTT DANIELS, Assistant Secretary

Eileen McGuire Recycling Coordinator outlined present and future projects. She reported that at the last Ad Hoc Recycling Committee meeting phone book recycling was addressed. She stated that telephone books are distributed at different times and that NYNEX and TransWestern will be putting together the recycling program for recycling books this year. Collection will take place in January and/or February.

(9) Sludge/Septage Report - C. S. Daniels stated that the task force in Dutchess County has been expanded and they met on September 9th. The goal is to have a long term program in place so that sludge and septage will be properly disposed of in Dutchess County.

(10) Resolution No. 370 - Re: Amendment to the Solid Waste Disposal Agreement between the County of Dutchess and Dutchess County Resource Recovery Agency dated December 1, 1984 as Amended September 20, 1990 - was presented to the board by the chairman. C.S. Daniels stated that this resolution is asking the county to amend the Solid Waste Disposal Service Agreement guarantee from 120,000 to 140,000 tons per day. A motion to approve Resolution No. 370 was made by T. Johnson, seconded by A. Buchholz and unanimously approved 7 to 0.

(11) Public Comment - A motion to move the meeting out of the regular order of business to allow the public to comment was made by T. Johnson and seconded by A. Buchholz and unanimously approved. Audrey Sala a neighbor who owns property next to the Resource Recovery Facility outlined a number of complaints which included the road closing from Sand Dock Road to the road leading to her property, drainage onto her property and local haulers going into the recycling business. Mrs. Sala's comments as well as Agency Board Members and Executive Director's comments are attached.

After executive session, a motion to move the meeting back into the regular order of business was made by T. LeGrand, seconded by T. Johnson and unanimously approved. With no further business to discuss a motion to adjourn the meeting was made by J. Bontecou, seconded by A. Buchholz and unanimously approved. The meeting was adjourned at 4:20 p.m.

Respectfully submitted,

Thomas E. LeGrand

Thomas E. LeGrand
Secretary

JK

JK:yf

Charter # LL
12-6
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RESOLUTION NO. 354 OF 1993

RE: APPROVING AMENDMENT TO SOLID WASTE DISPOSAL
SERVICE AGREEMENT BETWEEN THE COUNTY OF DUTCHESS
AND THE DUTCHESS COUNTY RESOURCE RECOVERY AGENCY

Legislators BLEAKLEY, PHILLIPS, QUINN, and SMITH offer the following and
move its adoption:

WHEREAS, by Resolution No. 370 of 1993, the Dutchess County Resource
Recovery Agency has requested the County of Dutchess to approve an amendment
to Section 3.03 of the Solid Waste Disposal Service Agreement heretofore entered
into between the County of Dutchess and the Dutchess County Resource Recovery
Agency on December 1, 1984, and as amended September 20, 1990, so as to
obligate the County to deliver or cause to be delivered to the Solid Waste Disposal
Facility a minimum of 140,000 tons of solid waste per year instead of a minimum
of 120,000 tons per year as presently required, and

WHEREAS, it has been indicated that the approval of this amendment would
provide long-term financial stability to the Resource Recovery Agency and preclude
a potential tip fee increase which would be required in the event of a shortfall in
the amount of solid waste delivered to the facility for processing, now, therefore,
be it

RESOLVED, that the Dutchess County Legislature does hereby approve an
amendment to Section 3.03 of the Solid Waste Disposal Service Agreement so as
to read as follows:

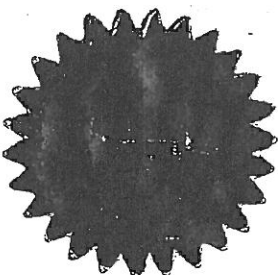
Section 3.03 Obligation of the County to Deliver Solid Waste. The County
shall deliver or cause to be delivered to Facility a minimum of 140,000 tons
of Solid Waste per year at minimum weekly schedule of 2,400 tons, and
at a maximum weekly schedule of 3,300 tons or such lesser amounts as
may be determined to be applicable pursuant to Article 9 of the Construction
Agreement. Bypass Waste shall be counted in determining the County's
compliance with this Article.

APPROVED

STATE OF NEW YORK)
COUNTY OF DUTCHESS) ss.:

I, PATRICIA J. HOHMANN, Clerk of the Legislature of the County of Dutchess,
do hereby certify that I have compared the foregoing copy of Resolution No. 354 of 1993
Approving amendment to Solid Waste Disposal Service Agreement between the
County of Dutchess and the Dutchess County Resource Recovery Agency

with the original record thereof now remaining on file or record in
this office and have found the same to be a correct transcript therefrom
and the whole of such original record.



IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed
the seal of said Legislature this 17 day of August,
19 98.

Clerk
By Carolyn Morris Deputy

AMENDMENT NO. 3
TO
SOLID WASTE DISPOSAL AGREEMENT

THIS AGREEMENT, Amendment No. 3 to the Solid Waste disposal Agreement made as of the 20th day of August, 1998, by and between THE COUNTY OF DUTCHESS, a municipal corporation with offices at 22 Market Street, Poughkeepsie, New York and THE DUTCHESS COUNTY RESOURCE RECOVERY AGENCY, whose address is 41 Sand Dock Road, Poughkeepsie, New York.

W I T N E S S E T H :

WHEREAS, as of December 1, 1984, the COUNTY OF DUTCHESS, a municipal corporation of the State of New York (the "County"), and the DUTCHESS COUNTY RESOURCE RECOVERY AGENCY a public benefit corporation duly organized and existing under the laws of the State of New York (the "Agency"), entered into a certain Solid Waste Disposal Service Agreement, the ("Disposal Agreement") whereby the Agency agreed to furnish to the County the service of accepting and processing and/or disposing of Solid Waste (as defined in the "Disposal Agreement") in consideration for the payment by the County to the Agency for such service of Net Service Fees (as defined in the Disposal Agreement) if and to the extent required by the Disposal Agreement, and

WHEREAS, as of December 1, 1984, the Agency, Pennsylvania Resource Systems, Inc., a Delaware corporation ("PRS"), and Pennsylvania Engineering Corporation, a Delaware Corporation ("PEC"), entered into a certain construction agreement (the "Construction Agreement") whereby PRS was to design, construct and conduct acceptance testing of a mass burning, cogenerating,

as a resource recovery facility (the "Facility") to process Solid Waste, recover saleable materials and generate steam and electricity; and

WHEREAS, as of December 1, 1984, the Agency and PRS entered into an agreement (the "Agency Service Agreement") whereby PRS was to operate, service and maintain the Facility upon the completion of the construction of the Facility; and

WHEREAS, construction of the Facility was to be financed, in part, by revenue bonds (the "1984 Bonds") in the aggregate principal amount of \$40,000.00 issued by the Agency pursuant to a Trust Indenture (the "1984 Indenture") dated as of December 1, 1984 between the Agency and the Bank of New York as trustee; and

WHEREAS, in 1988 the Agency determined that PRS was unlikely to be able to (i) complete the Facility on a timely basis in accordance with the Construction Agreement for failure to complete the Facility in accordance with the terms of the Construction Agreement and (ii) operate the Facility as contemplated by the Agency Service Agreement; and

WHEREAS, in August, 1988 PRS and Westinghouse Electric Corporation, a Pennsylvania Corporation ("Westinghouse") entered into an agreement (the "Completion Agreement") whereby Westinghouse contracted to complete the Facility; and

WHEREAS, the Agency selected Dutchess Resource Management, Inc., a Delaware corporation and a wholly-owned subsidiary of Westinghouse ("DRMI") as the replacement operator of the Facility; and

WHEREAS, in June, 1989 the Agency, Westinghouse and DRMI agreed to an Amended and Restated Agency Service Agreement (the

"Amended and Restated Service Agreement") to provide for the operation of the Facility by DRMI, which Amended and Restated Service Agreement has been the subject of three amendments, dated as of October 1, 1989, October 15, 1992 and December 1, 1996, and

WHEREAS, on September 20, 1990 the Agency and the County executed Amendment No. 1 to the Disposal Agreement to clarify and confirm that (i) the term "Bonds" would no longer refer to the 1984 issue but would refer only to the Solid Waste Management System Revenue Bonds (the "System Bonds"); (ii) the term "Trust Indenture" would no longer refer to the December 1, 1984 Trust Indenture but instead to the Solid Waste Management System Revenue Bonds General Bond Resolution adopted September 13, 1990; (iii) the term "Contractor" would refer to DRMI only and (iv) the term "Agency Service Agreement" would refer to the Amended and Restated Service Agreement, and

WHEREAS, on September 20, 1990 the Agency issued \$39,205,000.00 of 1990 Series A System Revenue Bonds (the "1990 Bonds") which provided funds which were used to refund and retire all of the 1984 Bonds outstanding, and

WHEREAS, the County Legislature, by Resolution No. 354 of 1993 dated December 6, 1993, authorized the execution of a certain Amendment No. 2 to the Disposal Agreement, which Amendment No. 2 modified the County's minimum annual solid waste delivery requirement and became effective December 16, 1993, and

WHEREAS, on March 14, 1995, the Agency issued \$4,175,000.00 of 1995 Series A Bonds and \$2,265,000.00 of 1995 Series B Bonds which provided funds which were used to build a

materials recovery facility (MRF) and make other improvements to the Facility, including the installation of pollution control and emissions monitoring equipment, and

WHEREAS, the Agency has established a tipping fee for solid waste delivered at the Facility at levels it has determined to be competitive and necessary to maximize the amount of Solid Waste delivered to the Facility and thereby to satisfy the Guaranteed Annual Tonnage required to be delivered or caused to be delivered by the County under the Disposal Agreement; and

WHEREAS, the County has since 1994 accepted the establishment of a competitive tipping fee by the Agency under the provisions of Section 4.01(D) of the Disposal Agreement; and

WHEREAS, the Agency has taken additional steps, including the negotiation of a new contract for disposal of process residue and a proposed refinancing of its long term debt, to reduce the Agency's annual costs; and

WHEREAS, the Agency now desires to adopt a general bond resolution providing for the issuance of new taxable bonds in an amount sufficient to defease all of the 1990 Bonds and the 1995 Series B Bonds, issue new tax exempt bonds to advance refund the 1995 Series A Bonds and issue tax exempt forward delivery bonds in an amount sufficient to refund the taxable bonds, referred to above, which will be issued to defease the 1990 bonds, and

WHEREAS, the Agency further desires to (a) consent to the assignment by DRMI of the Amended and Restated Service Agreement to Montenay Dutchess, LLC ("MD"), a Delaware limited liability company, and the substitution of Montenay Power

Corporation ("MPC"), a Delaware corporation, as guarantor, in the place and stead of Westinghouse, in consideration of the assumption by MD of obligations in the Amended and Restated Service Agreement as of the date of the assignment and (b) to extend and modify the Amended and Restated Service Agreement (hereafter referred to as the "Service Agreement") as therein provided, and

WHEREAS, the Agency and the County desire to extend the term of the Disposal Agreement to July 1, 2014,

NOW, THEREFORE, in order to accomplish the aforesaid defeasance, refundings and forward delivery; and to confirm their consent to the assignment of the Amended and Restated Service Agreement, the extension and modification of the Service Agreement, the substitution of MPC for Westinghouse as the guarantor under the Service Agreement, and the extension of the Disposal Agreement, and in consideration of the premises and agreements herein and other good and valuable consideration, the parties hereto agree as follows:

1. The definition of "Agency Service Agreement" in Section 1.01 of the Disposal Agreement is hereby amended to read as follows:

"'Agency Service Agreement' means the Service Agreement among the Contractor as assignee, MPC and the Agency, as amended through August 20, 1998, and as amended, modified or supplemented from time to time in accordance with its terms."

2. The definition of "Bonds" in Section 1.01 of the Disposal Agreement is hereby amended to read as follows:

"'Bonds' shall mean the Solid Waste System Revenue Bonds authorized and issued in 1998 pursuant to the Trust Indenture, together with any other bonds issued under the Trust Indenture to finance the Facility or other components of or improvements to the Solid Waste System, and any refunding or additional bonds issued pursuant to

the Trust Indenture."

3. The definition of "Contractor" in Section 1.01 of the Disposal Agreement is hereby amended to read as follows:

"'Contractor' means Montenay Dutchess, LLC, a Delaware limited liability company, or its successors or assigns, or such other person as may undertake its rights and responsibilities with respect to or be substituted in its place under the Agency Service Agreement."

4. The definition of "Trust Indenture" in Section 1.01 of the Disposal Agreement is hereby amended to read as follows:

"'Trust Indenture' means the Solid Waste System Revenue Bonds General Bond Resolution adopted by the Agency on August 6, 1998, and any and all series resolutions or supplemental resolutions adopted in accordance with the terms thereof and hereof."

5. Section 1.01 of the Disposal Agreement is hereby amended by the addition of a definition for the term "Montenay Power or MPC" to read as follows:

"'Montenay Power or MPC'" means Montenay Power Corporation, a Delaware corporation.

6. Section 1.01 of the Disposal Agreement is hereby amended by the addition of a definition for the term "'System' or 'Solid Waste System'" to read as follows:

"'System' or 'Solid Waste System'" means the Facility, any Alternate Disposal Sites, the MRF and any additional components incorporated therein and expansions or improvements thereof.

7. Section 1.01 of the Disposal Agreement is hereby amended by the addition of a definition of the term "MRF" as follows:

"MRF" means the Agency Materials Recovery Facility currently located at Fulton Street, Poughkeepsie, New York as the same may be modified or expanded.

8. The second sentence of Section 6.01 of the Disposal Agreement is deleted and replaced with a new sentence to read as follows:

"This Agreement shall remain in full force and effect through July 1, 2014."

9. Section 4.01(D) shall be amended by the addition of a new sentence at the end of such section to read as follows:

"The Agency, in setting the per ton fees, however, shall cooperate with the County in an effort to assure delivery by or on behalf of the County of the annual tonnage of Solid Waste required under Section 3.03, as amended.

Except to the extent expressly amended herein, the terms of the Agreement shall remain in full force and effect.

This Amendment No. 3 may be executed in any number of counterparts, any of which shall be regarded for all purposes as an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 3 to be executed by their duly authorized officers or representatives as of this 20th day of August, 1998.

DUTCHESS COUNTY RESOURCE RECOVERY AGENCY

BY: 

COUNTY OF DUTCHESS

BY: 

84-0700-1/08-WM-A4

AMENDMENT NO. 4
TO
SOLID WASTE DISPOSAL SERVICE AGREEMENT

THIS AGREEMENT, Amendment No. 4 to the Solid Waste Disposal Service Agreement, is made as of the 21st day of August, 2007, by and between THE COUNTY OF DUTCHESS (the "County") and THE DUTCHESS COUNTY RESOURCE RECOVERY AGENCY (the "Agency").

WITNESSETH:

WHEREAS, as of December 1, 1984, the County and the Agency entered into a certain Solid Waste Disposal Service Agreement (the "Disposal Agreement"), whereby the Agency agreed to furnish the County the service of accepting and processing and/or disposing of Solid Waste (as defined in the Disposal Agreement) in consideration for the payment by the County to the Agency for such service of Net Service Fees (as defined in the Disposal Agreement) if and to the extent required by the Disposal Agreement; and

WHEREAS, the Agency has financed and refinanced a resource recovery facility and other components of its solid waste management system through the issuance of its revenue bonds from time to time; and

WHEREAS, The Agency is planning to obtain long term financing for the pollution control systems installed in accordance with Federal Clean Air Act requirements and other capital improvements to the components and facilities of its Solid Waste System (as defined in the Disposal Agreement); and

WHEREAS, the Agency has established tipping fees at its facilities for solid waste and recyclables delivered to facilities of the solid waste system at levels it has determined to be competitive and necessary to maximize the amount of Solid Waste and recyclables delivered to the facilities of the system and thereby to satisfy the Guaranteed Annual Tonnage required to be delivered or caused to be delivered by the County under the Disposal Agreement; and

WHEREAS, the County since 1994 has accepted the establishment of a competitive tipping fee by the Agency under the provisions of Section 4.01 (D) of the Disposal Agreement; and

WHEREAS, the County and the Agency have on three prior occasions amended the provisions of the Disposal Agreement, including a provision adopted in 1998 to extend the term of the Disposal Agreement to July 1, 2014; and

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WHEREAS, the Agency is proposing to issue one or more series of additional revenue bonds under the Agency's Solid Waste System Revenue Bonds General Bond Resolution, adopted by the Agency on August 6, 1998, as supplemented, which bonds may mature in the years following 2014 to provide an appropriate matching of debt maturity to the expected life of the financed improvements; and

WHEREAS, the Agency and the County desire to extend the term of the Disposal Agreement to July 1, 2027.

NOW, THEREFORE, in order to provide for the continued disposal of Solid Waste and recyclables by the Agency and the continued obligation of the County to provide the Guaranteed Annual Tonnage and to pay Net Service Fees as required under the Disposal Agreement, and in consideration of the premises and agreements herein and other good and valuable consideration, the parties hereto agree as follows:

The second sentence of Section 6.01 of the Disposal Agreement is deleted and replaced with a new sentence to read as follows:

"This Agreement shall remain in full force and effect through July 1, 2027."

All other terms of the Disposal Agreement, except to the extent expressly amended hereby, shall remain in full force and effect.

This Amendment No. 4 may be executed in any number of counterparts, any one of which shall be regarded for all purposes as an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 4 to be executed by their duly authorized officers or representatives as of this 21st day of August, 2007.

DUTCHESS COUNTY RESOURCE
RECOVERY AGENCY

By 

COUNTY OF DUTCHESS

 By 