

**AMENDMENTS TO  
JUNE 25, 2013  
PREFERRED SERVICE AGREEMENT**

DUTCHESS COUNTY RESOURCE RECOVERY AGENCY

AND

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RESOURCE RECOVERY FACILITY  
PREFERRED SERVICE AGREEMENT

AUGUST 7, 2013

## EXPLANATION OF AMENDMENTS

Several paragraphs and Forms from the June 25, 2013 RFP for the operation and maintenance of the Dutchess County Resource Recovery Agency's ("Agency") waste-to-energy facility ("Facility") relating to the term of the potential agreement and the RFP submission deadline have been amended. In addition, several paragraphs of the Preferred Service Agreement ("PSA") annexed to the RFP have also been amended.

Additions to the PSA are shown on the following pages as underlined and deletions are shown as ~~strikeouts~~ unless otherwise noted. All other paragraphs and appendices are unchanged.

In addition, potential proposers are being permitted to inspect the Agency Facility's boilers and review outage documents on August 6<sup>th</sup> and 7<sup>th</sup> 2013. Details are at [www.dccrra.org](http://www.dccrra.org). A separate notice has been forwarded to registered proposers.

## AMENDED PSA PARAGRAPHS

After receipt of comments and questions from potential proposers, the Agency has made two minor amendments to Article 3 of the Preferred Service Agreement annexed to the RFP ("PSA"), and amended the entirety of Article 10 of the PSA.

- (1) The First WHEREAS clause of the second page of the PSA will now read:

**WHEREAS**, on March 26, 2013, the Agency issued a draft request for proposals ("DRFP") for a replacement contract operator for the Facility and a final RFP was issued on June 25, 2013, and as amended on 8/6/2013, to assume operation of the Facility as of July 1, 2014; and

- (2) Article 3.13.1 shall read as follows:

**MERCHANT CAPACITY OPTION - ARTICLE 3.13.1**

*[NOTE: The Contractor may accept Processible Waste from any source outside the County without the prior written consent of the Agency or from any source within the County subject to the written consent of the Agency, which consent is in the Agency's sole discretion; provided, however, that the total of such tonnage shall not exceed the Merchant Capacity.*

*The Contractor may charge any tip fees to its private hauler customers for the receipt and processing of out of County Merchant Capacity. The Contractor may not, without the Agency's prior consent, which consent shall be in the Agency's sole discretion, charge any net tip fee (i.e., total fees less any discounts or benefits given to the customer from special arrangements all expressed on a per Ton basis) to any other municipality or governmental agency that is less than the average Tip Fee per Ton being charged by the Agency. The Contractor shall be responsible for billing and collecting all such fees from its customer and take the risk of non-payment. All such fees shall be retained by the Contractor. Such billing shall be based on the scale house records provided by the Agency.]*

Contractor shall give the Agency one week's advance notice of its proposed receipt of Merchant Capacity waste, which proposal, subject to the priority for Agency Waste shall not be unreasonably held.

- (3) Article 3.14 has been amended to remove ~~Sewage sludge~~ from the list of Special Waste.

- (4) Article 10 shall read as follows:

**10.1 TERM OF AGREEMENT (Agency Option 1)**

Except as otherwise provided herein, the term of this Agreement shall be from July 1, 2014 through June 30, 2027.

**10.1 TERM OF AGREEMENT (Agency Option 2)**

Except as otherwise provided herein, the term of this Agreement shall be from July 1, 2014 through June 30, 2039.

**10.2 EXTENSION (Applies only to Agency Option 1)**

Unless it has been earlier terminated, upon notice to the Contractor not less than six (6) months nor more than one (1) year prior to the expiration of this Agreement, the Agency may extend the term of this Agreement for two six (6) year periods on the same terms and conditions as herein provided.