

**First Amendment to the Agreement For Electric Generation Facility Operation,
Management And Maintenance Services Between Connecticut Resources Recovery
Authority and Resource Recovery Systems Of Connecticut, Inc. now known as Covanta
Mid-Conn, Inc.**

**For A Change In The Escalation Index Used For The EGF Operation , Management And
Maintenance Fee**

This First Amendment to the Agreement For Operation, Management and Maintenance Of Electric Generation Facility Between Connecticut Resources Recovery Authority And Resource Recovery Systems Of Connecticut, Inc., dated December 22, 2000 (the "Agreement"), by and between CRRA and Covanta Mid-Conn, Inc., formerly known as Resource Recovery Systems of Connecticut, Inc. (the "Contractor") (the "First Amendment") is entered into this 19th day of ~~December~~, 2007 between CRRA and the Contractor.
April 6

BACKGROUND

WHEREAS, CRRA and the Contractor are parties to the Agreement; and

WHEREAS, the labor index utilized in **Exhibit III** of the Agreement, the Average Hourly Earnings of Electric, Gas and Sanitary Workers (SIC 49) as published by the U.S. Department of Labor, Bureau of Labor Statistics discontinued being published in June 2003.

NOW THEREFORE, in consideration of the foregoing and intending to be legally bound hereby, CRRA and the Contractor hereby agree as follows:

1. Since the Average Hourly Earnings of Electric, Gas and Sanitary Workers (SIC 49) labor index has been discontinued, CRRA and the Contractor agree that the Employment Cost Index, Total Compensation Electric, Gas and Sanitary Workers, Series ID ECU12542I, published quarterly by the U.S. Department of Labor, Bureau of Labor Statistics shall be substituted in place of the Average Hourly Earnings of Electric, Gas and Sanitary Workers (SIC 49) in **Exhibit III** of the Agreement.

2. The entire text of Exhibit III of the Agreement is deleted in its entirety and the following is inserted in its place:

EXHIBIT III

SCHEDULE OF FEES AND ESCALATORS

A. Labor and Materials Fee

1. For the services described in Schedule C-1 CRRA shall pay the Contractor, in the manner provided in this Agreement, a fee at the annual rate of \$2.75 million per Contract Year adjusted as provided in Subsection 2 hereof.
2. The annual fee set forth in Subsection 1 shall be adjusted annually to reflect one hundred percent of the annual change in the Employment Cost Index, Total Compensation Electric, Gas and Sanitary Workers, Series ID ECU12542I, published quarterly by the U.S. Department of Labor, Bureau of Labor Statistics. The value of this index as of February 2003 is 169.04.

3. This First Amendment shall be effective as of March 2003 and all provisions of the Agreement which are not in conflict with this First Amendment shall apply to this First Amendment.

4. Except as specifically amended hereby, the Agreement remains in full force and effect. All references in the Agreement to "this Agreement" and "this Full Service Agreement" shall be deemed to refer to the Agreement as amended hereby.

IN WITNESS WHEREOF, the parties thereto have caused this First Amendment to be executed by their duly authorized representatives as of the date and year first written above.

CONNECTICUT RESOURCES RECOVERY
AUTHORITY

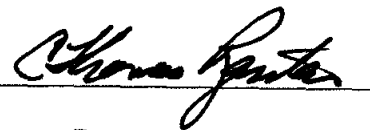
COVANTA MID-CONN, INC.

By: _____



Thomas D. Kirk
President

By: _____



C. Thomas Rantas
Regional Business Manager