

THIRD AMENDMENT TO AGREEMENT

Tulare County Agreement Number 20039 is amended on _____, between the **COUNTY OF TULARE**, hereinafter referred to as "COUNTY" and **CLEAN HARBORS ENVIRONMENTAL SERVICES, INC.** hereinafter referred to as "CONTRACTOR" with reference to the following:

A. COUNTY and SAFETY-KLEEN (CALIFORNIA), INC (hereinafter "SAFETY-KLEEN"), as the original CONTRACTOR, entered into Agreement No. 20039 for the purpose of providing transportation and disposal services for household waste.

B. SAFETY-KLEEN filed bankruptcy in the United States Bankruptcy Court for the District of Delaware pursuant to Chapter 11 of the United States Bankruptcy Code, and as a part of said bankruptcy proceedings, the court issued on October 16, 2002 an order under 11 U.S.C. Sections 363 and 365(a) authorizing assumption and assignment of certain executory contracts to Clean harbors Environmental Services, Inc. (Case No. 00-2303 (PJW)).

C. Pursuant to said bankruptcy court order, Agreement No. 20039 was listed as No. 118 on Second Amended Exhibit A (Pre-Petition Contracts to be Assigned to Clean Harbors, Inc. as Part of the Sale of the Chemical Services Division).

D. WHEREAS, as authorized by said bankruptcy court order, COUNTY and CLEAN HARBORS amended the original agreement on December 2, 2003 by substituting CLEAN HARBORS as the new contractor for SAFETY-KLEEN; by amending the scope of work; and by amending certain rates charged for the services to be provided under the original agreement.

E. The COUNTY and CONTRACTOR amended Agreement No. 20039 on October 14, 2008 to update prices contained in Exhibit "B."

F. The COUNTY and CONTRACTOR agree and wish to amend Agreement No. 20039 to update prices contained in Exhibit "B."

G. This amendment shall become effective July 1, 2010.

ACCORDINGLY, IT IS AGREED:

I. Effective July 1, 2010 Exhibit "B" entitled Clean Harbors House Hold Hazardous Waste Pricing Schedule is hereby substituted with the attached Exhibit "B," which Exhibit is made a part of this Agreement by reference.

II. Except as provided above, all other terms and conditions of Agreement No. 20039 shall remain in full force and effect.

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THE PARTIES, having read and considered the above provisions, indicate their agreement by their authorized signatures below.

COUNTY OF TULARE

Date _____

By _____
Chairman, Board of Supervisors

ATTEST: JEAN M. ROUSSEAU
County Administrative Officer/Clerk of the Board
Of Supervisors of the County of Tulare

By _____
Deputy Clerk

CLEAN HARBORS
ENVIRONMENTAL SERVICES, INC.

By William O'Connell
Title Senior Vice President

Date 3/12/2010

By [Signature]
Title Assistant Secretary

Date 5/12/2010

Corporations Code Section 313 requires that contracts with a corporation shall be signed by the (1) chairman of the Board, the president or any vice-president and (2) the secretary, any assistant, the chief financial officer, or any assistant treasurer, unless the contract is also accompanied by a certified copy of the Board of Directors resolution authorizing the execution of the contract.

Approved as to Form
County Counsel

By [Signature]
Deputy County Counsel
() 2010470

Date 5/26/2010

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EXHIBIT B



1030 Commercial Street
San Jose, CA 95112
www.cleanharbors.com

01-01-2010

Attn: Mr Joel Martens
Tulare County Environmental Health
335 North Cain Street
Visalia, CA 93291

Report #13214

Dear Mr Martens:

Thank you for using Clean Harbors Environmental Services, Inc. (Clean Harbors) for your waste management needs. We are sending you this new quotation with increased pricing based on recent industry changes and market conditions. Existing services agreement terms and conditions apply to this quoted business. This new quotation is based upon submitted waste profiles and previous shipment history.

We remind you that we offer our clients a broad spectrum of environmental services in addition to the ability to dispose of hazardous material at or through a Clean Harbors' owned and operated facility. A Clean Harbors professional can assist you with:

- . Waste Transportation & Disposal
- . Laboratory Chemical Packing
- . Field Services
- . 24-Hour Environmental Emergency Response
- . Industrial Services
- . Apollo Onsite Services

Clean Harbors has the appropriate permits and licenses for the acceptance and disposal of the waste streams identified within this quotation.

I look forward to continuing to service your environmental needs. To place an order, please contact our Customer Service group at 800.444.4244. If you have any questions about our new pricing or need further assistance, you may reach me at the number below.

Sincerely,
Curt W Lock
Account Manager
Phone: 408.451.5000



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TULARE9 - Tulare County HHW Contract

Clean Harbors House Hold Hazardous Waste Pricing Schedule

Labor, Equipment and Materials

Description	UOM	Price (USD)
PER DIEM		
Per Diem	DAY	no charge \$0.00
DOT SHIPPING CONTAINERS		
1 Cubic Yard Flexbin 11G/Y/2022/1122	EA	\$40.04
16 Gal / 70 L Closed Poly Drum	EA	\$27.69
16 Gal / 70 L Closed Top Steel Drum	EA	\$50.20
16 Gal / 70 L Steel Drum, Reconditioned	EA	\$67.72
16 Gal Fiber Drum	EA	\$22.19
20 Gal / 80 Litre Closed Top Poly Drum	EA	\$38.43
20 Gal / 80 Litre Fiber Drum	EA	\$22.19
20 Gal / 80 Litre Poly Drum (1H2/Y56/S)	EA	\$46.89
20 Gal / 80 Litre Steel Drum	EA	\$67.72
30 Gal / 120 Litre Closed Poly Drum 1H1/Y1.8/100	EA	\$38.43
30 Gal / 120 Litre Closed Steel Drum, New 1A2/Y1.6/200	EA	\$50.20
30 Gal / 120 Litre Fiber Drum 1G/X56/S	EA	\$36.10
30 Gal / 120 Litre Poly Drum 1H2/Y142/S	EA	\$46.89
30 Gal / 120 Litre Steel Drum, New 1A2/Y1.4/100	EA	\$67.72
5 Gal / 20 Litre Closed Poly Drum 1H1/Y1.8/170	EA	\$11.07
5 Gal / 20 Litre Closed Steel Drum 1A1/Y1.8/300	EA	\$12.92
5 Gal / 20 Litre Fiber Drum	EA	\$6.92
5 Gal / 20 Litre Poly Drum 1H2/Y1.5/60	EA	\$9.04
5 Gal / 20 Litre Steel Drum 1A2/Y1.8/100	EA	\$12.92
55 G / 205 L Closed Steel Drum, Recon 1A1/Y1.4/100 (17-E)	EA	\$32.29
55 G / 205 L Steel Drum, Reconditioned 1A2/Y1.2/100 (17-H)	EA	\$30.61
55 Gal / 205 Litre Closed Poly Drum 1H1/Y1.8/150	EA	\$44.28
55 Gal / 205 Litre Closed Steel Drum, New 1A1/Y1.8/300	EA	\$64.58
55 Gal / 205 Litre Fiber Drum 1G/Y190/S	EA	\$36.10
55 Gal / 205 Litre Open Head Poly, Reconditioned Drum 1H2/Y2	EA	\$48.84
55 Gal / 205 Litre Steel Drum, New 1A2/Y1.5/100	EA	\$64.58
85 G / 320 L Steel Drum, Reconded 1A2/X400/S (Overpack)	EA	\$161.45
85 Gal / 320 Litre Steel Drum, New 1A2/X400/S	EA	\$161.45
95 Gal Poly Drum 1H2/Y318/S (Overpack)	EA	\$189.79
DOT Rated Heavy Duty Pallet	EA	no charge \$0.00
Drum 15 Gal / 60 Litre Poly (1H2/Y1.8/100)	EA	\$30.61
Drum Liners	EA	\$1.41
Fluorescent Bulb Tubes, 4ft 100 bulb capacity	BOX2	\$28.52
Fluorescent Bulb Tubes, 8ft 100 bulb capacity	BOX2	\$73.19
Speedi Dry	BAG	\$7.62

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TULARE9 - Tulare County HHW Contract

Clean Harbors House Hold Hazardous Waste Pricing Schedule

Labor, Equipment and Materials

Description	UOM	Price (USD)
Vermiculite 4 cuft / 3 cubic meter	BAG	\$12.92

Waste Code Disposal Pricing

Waste Code	Description	UOM	Price (USD)
A22K	LOW BTU ORGANIC LIQUID	20DM	\$134.55
A22K	LOW BTU ORGANIC LIQUID	30DM	\$134.55
A22K	LOW BTU ORGANIC LIQUID	55DM	\$209.89
CA5	SOLIDS GREATER THAN 20% CYANIDE OR SULFIDE	55DM	\$1157.08
CAXI	OXIDIZERS FOR INCINERATION	05DM	\$280.16
CFL1	MERCURY BULBS FOR RECLAMATION	FBIN	\$538.18
CFL1	MERCURY BULBS FOR RECLAMATION	FT	\$0.134
CFL4	MISC. MERCURY BULBS FOR RECLAIM	EA	\$5.92
CHBL	PCB BALLASTS OR CAPACITORS FOR LANDFILL	55DM	\$247.20
CNIA	ASBESTOS WASTE	05DM	\$53.82
CNIA	ASBESTOS WASTE	30DM	\$69.97
CNIA	ASBESTOS WASTE	55DM	\$75.34
CNIA	ASBESTOS WASTE	FBIN	\$269.09
CNO	NON HAZARDOUS SOLID	05DM	\$53.82
CNO	NON HAZARDOUS SOLID	30DM	\$69.97
CNO	NON HAZARDOUS SOLID	55DM	\$75.34
D23	EMPTY DRUMS	05DM	\$53.82
D23	EMPTY DRUMS	30DM	\$69.97
D23	EMPTY DRUMS	55DM	\$75.34
FB1	LIQUID FOR FUEL	05DM	\$75.34
FB1	LIQUID FOR FUEL	30DM	\$139.93
FB1	LIQUID FOR FUEL	55DM	\$199.13
FB2	LIQUID FUEL WITH SOLIDS	30DM	\$171.14
FB2	LIQUID FUEL WITH SOLIDS	55DM	\$290.61
FB3R	LATEX & ALKYD PAINT FOR RECYCLING	55DM	\$129.16
FB3R	LATEX & ALKYD PAINT FOR RECYCLING	FBIN	\$538.18
LAT-A	LABPACK ACID & ACID COMPATIBLES FOR AQUEOUS TREATMENT	05DM	\$69.97
LAT-A	LABPACK ACID & ACID COMPATIBLES FOR AQUEOUS TREATMENT	30DM	\$134.55
LAT-A	LABPACK ACID & ACID COMPATIBLES FOR AQUEOUS TREATMENT	55DM	\$209.89
LAT-B	LABPACK BASIC & BASIC COMPATIBLES FOR AQUEOUS TREATMENT	05DM	\$69.97
LAT-B	LABPACK BASIC & BASIC COMPATIBLES FOR AQUEOUS TREATMENT	30DM	\$134.55



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Clean Harbors House Hold Hazardous Waste Pricing Schedule

Waste Code Disposal Pricing

Waste Code	Description	UOM	Price (USD)
LAT-B	LABPACK BASIC & BASIC COMPATIBLES FOR AQUEOUS TREATMENT	55DM	\$209.89
LAT-O	LABPACK OXIDIZERS FOR AQUEOUS TREATMENT	05DM	\$96.87
LAT-O	LABPACK OXIDIZERS FOR AQUEOUS TREATMENT	30DM	\$209.89
LAT-O	LABPACK OXIDIZERS FOR AQUEOUS TREATMENT	55DM	\$209.89
LBD	MIXED BATTERIES FOR RECLAMATION	55DM	\$376.72
LBD2	NI-CAD BATTERIES WET OR DRY FOR RECLAMATION	55DM	\$376.72
LBLA	LEAD ACID BATTERIES FOR RECLAMATION	LBS	\$0.22
Minimum Price \$107.64 per 5 gallon pail			
Minimum Price \$193.74 per 55 gallon drum			
LBR	LITHIUM BATTERIES FOR INCINERATION	LBS	\$9.15
Minimum Price \$80.73 per 5 gallon pail			
LCCRA	LABPACK ACID & ACID COMPATIBLES FOR INCINERATION	05DM	\$69.97
LCCRA	LABPACK ACID & ACID COMPATIBLES FOR INCINERATION	30DM	\$134.55
LCCRA	LABPACK ACID & ACID COMPATIBLES FOR INCINERATION	55DM	\$209.89
LCCRB	LABPACK BASIC & BASIC COMPATIBLES FOR INCINERATION	05DM	\$69.97
LCCRB	LABPACK BASIC & BASIC COMPATIBLES FOR INCINERATION	30DM	\$134.55
LCCRB	LABPACK BASIC & BASIC COMPATIBLES FOR INCINERATION	55DM	\$209.89
LCCRC	LABPACK ORGANICS FOR INCINERATION	05DM	\$75.34
LCCRC	LABPACK ORGANICS FOR INCINERATION	30DM	\$215.27
LCCRC	LABPACK ORGANICS FOR INCINERATION	55DM	\$355.20
LCCRC	LABPACK ORGANICS FOR INCINERATION	FBIN	\$1076.35
LCCRD	LABPACK FLAMMABLES FOR INCINERATION	05DM	\$75.34
LCCRD	LABPACK FLAMMABLES FOR INCINERATION	30DM	\$215.27
LCCRD	LABPACK FLAMMABLES FOR INCINERATION	55DM	\$355.20
LCCRO	LABPACK OXIDIZERS FOR INCINERATION	05DM	\$96.87
LCCRO	LABPACK OXIDIZERS FOR INCINERATION	30DM	\$209.89
LCCRO	LABPACK OXIDIZERS FOR INCINERATION	55DM	\$296.00
LCCRQ	LABPACK AEROSOLS FOR INCINERATION	05DM	\$69.97
LCCRQ	LABPACK AEROSOLS FOR INCINERATION	30DM	\$161.45
LCCRQ	LABPACK AEROSOLS FOR INCINERATION	55DM	\$215.27
LCCRQ	LABPACK AEROSOLS FOR INCINERATION	FBIN	\$726.54
LCHG2	LABPACK ELEMENTAL MERCURY FOR RETORT	LBS	\$8.61

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Clean Harbors House Hold Hazardous Waste Pricing Schedule

Waste Code Disposal Pricing

Waste Code	Description	UOM	Price (USD)
LCHG4	LABPACK MERCURY SALTS AND SOLUTIONS FOR RETORT	LBS	\$8.61
LCY1	PROPANE CYLINDERS FOR RECYCLING	05DM	\$69.97
LCY1	PROPANE CYLINDERS FOR RECYCLING	30DM	\$161.45
LCY1	PROPANE CYLINDERS FOR RECYCLING	55DM	\$215.27
LCY4	INERT OR CALIBRATION GAS CYLINDERS FOR DISPOSAL	CYLE	\$51.50
LCY6	FLAMMABLE CYLINDERS FOR DISPOSAL	CYLE	\$131.84
LFB1	LABPACK FOR FUELS BLENDING	05DM	\$75.34
LFB1	LABPACK FOR FUELS BLENDING	30DM	\$139.93
LFB1	LABPACK FOR FUELS BLENDING	55DM	\$199.13
LFB3	LABPACK LATEX PAINT FOR RECYCLING	55DM	\$199.13
LFB3	LABPACK LATEX PAINT FOR RECYCLING	FBIN	\$538.18
LLF	LABPACK FOR LANDFILL	05DM	\$75.34
LLF	LABPACK FOR LANDFILL	30DM	\$139.93
LLF	LABPACK FOR LANDFILL	55DM	\$199.13
LLF	LABPACK FOR LANDFILL	FBIN	\$699.63
LLFAS	LABPACK ASBESTOS FOR LANDFILL	05DM	\$53.82
LLFAS	LABPACK ASBESTOS FOR LANDFILL	30DM	\$69.97
LLFAS	LABPACK ASBESTOS FOR LANDFILL	55DM	\$75.34
LLFAS	LABPACK ASBESTOS FOR LANDFILL	FBIN	\$269.09
LPTN	NON-PROCESSABLE PAINT & PAINT RELATED MTRL FOR INCINERATION	05DM	\$75.34
LPTN	NON-PROCESSABLE PAINT & PAINT RELATED MTRL FOR INCINERATION	30DM	\$139.93
LPTN	NON-PROCESSABLE PAINT & PAINT RELATED MTRL FOR INCINERATION	55DM	\$199.13
LPTN	NON-PROCESSABLE PAINT & PAINT RELATED MTRL FOR INCINERATION	FBIN	\$522.03
LPTP	PROCESSABLE PAINT & PAINT RELATED MTRL FOR FUEL/INCINERATION	05DM	\$75.34
LPTP	PROCESSABLE PAINT & PAINT RELATED MTRL FOR FUEL/INCINERATION	30DM	\$139.93
LPTP	PROCESSABLE PAINT & PAINT RELATED MTRL FOR FUEL/INCINERATION	55DM	\$199.13
LPTP	PROCESSABLE PAINT & PAINT RELATED MTRL FOR FUEL/INCINERATION	FBIN	\$522.03
LRCT	LABPACK REACTIVES FOR INCINERATION	LBS	\$8.61



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Clean Harbors House Hold Hazardous Waste Pricing Schedule

GENERAL CONDITIONS

1. Prices effective 1/1/2010.
2. Terms: Net 15 Days
3. Interest to accrue at the rate of 1.5% per month or the maximum allowed by law after 15 days.
4. Applicable sales tax and state regulatory fees are not included in quoted prices.
5. Materials subject to additional charges if they do not conform to the listed specifications.
6. Waste material profile will be assessed at \$75.00 per profile.
7. A variable Recovery Fee (that fluctuates with the DOE national average diesel price), currently at 10.0%, is included in our quoted pricing.
8. Pickups that require same day or next day service may be subject to additional charges.
9. Pickups cancelled within 72 hours of scheduling will be subject to cancellation charges.
10. In the event that legal or other action is required to collect unpaid invoice balances, Customer agrees to pay all costs of collection, including reasonable attorneys' fees, and agrees to the jurisdiction of the Commonwealth of Massachusetts.
11. All drums for disposal must be in D.O.T. approved containers and in good condition.
12. All containers must be marked with the Clean Harbors' profile number.
13. Standard disposal conversions (excluding minimums) apply to containers other than 5 gallon drums unless otherwise quoted: 6-20g 60%, 21-30g 75%, 31-55g 100%, 56-85g 145%, FBIN 350%, TOTE 630%.
14. Compressed gas cylinders requiring special handling due to inoperable valves will be assessed an additional charge of \$400.00 per cylinder. This charge may be sent as a supplemental invoice.
15. Out of Service (OSD) for PCB incinerables should be clearly identified in Section J of the manifest. Prices for these items are only effective if received within 6 months of the OSD.
16. Time over eight (8) hours in the normal workday and all day Saturday is considered overtime and will be billed at 1.5 times the applicable straight time rate for all billable personnel unless otherwise quoted. Sunday and Holidays are considered premium time and will be billed at 2.0 times the applicable straight time rate for all billable personnel unless otherwise quoted.