



108555 East Highway 36  
Deer Trail, CO 80105

Sent via FED EX

September 9, 2009

Ms. Amy Williams  
Colorado Department of Health and Environment  
Hazardous Materials and Waste Management Division  
4300 Cherry Creek Drive South  
Denver, Colorado 80246-1530

**RE: Clean Harbors Deer Trail, LLC.  
EPA ID Number COD991300484, Insurance Certifications**

Dear Ms. Williams:

Enclosed please find the latest Closure and Post Closure insurance certifications for the Clean Harbors Deer Trail, LLC facility.

The inflated closure and post-closure cost estimates were calculated by multiplying the current cost estimate by the current annual inflation factor (1.02165). This inflation factor was calculated by dividing the annual Implicit Price Deflator (IPD) for Gross National Product (GNP) for 2008 (122.407) by the annual IPD for GNP for 2007 (119.813). These IPD's were obtained from the U.S. Department of Commerce's Bureau of Economic Analysis and are the values that existed on July 9, 2009.

$\$4,999,841 \times 1.02165 = \$5,108,087.56$

$\$5,173,469 \times 1.02165 = \$5,285,474.60$

Should you have any questions please contact me at (970) 386-2293.

Sincerely,

A handwritten signature in black ink, appearing to read "John H. Kehoe", is written over a horizontal line.

John H. (Jack) Kehoe  
Facility General Manager

Enclosures

cc: Tanell Roberts  
Jennifer Opila

# Willis

September 3, 2009

Attn: Jack Kehoe  
Clean Harbors Deer Trail, LLC  
108555 East Highway 36  
Deer Trail, CO 80105

RE: Closure Insurance Increases for Deer Trail, CO

Dear Jack,

Enclosed please find the original copies of the increased Closure Certificate and Policy issued by Steadfast Insurance Company for the Deer Trail, CO facility.

If you have any further questions, please do not hesitate to give me a call at 617-351-7566.

Best Regards,



Robert C. Toner  
Assistant Vice President

Cc: Louis Pransky, Clean Harbors  
Wallace M. Bell, Clean Harbors

<b>PRODUCER</b> Chris Delauder (617) 570-8870 Zurich NA 60 State Street Boston, MA 02109	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.		
	<b>INSURERS AFFORDING COVERAGE</b>		<b>NAIC#</b>
<b>INSURED</b> Clean Harbors Deer Trail, LLC EPA ID No. COD991300484 108555 East Highway 36; Deer Trail, CO 80105	<b>INSURER A</b>	Steadfast Insurance Company	26387
	<b>INSURER B</b>		
	<b>INSURER C</b>		
	<b>INSURER D</b>		
	<b>INSURER E</b>		

**COVERAGES**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR <input type="checkbox"/> XCU <input type="checkbox"/> Contractual GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Per occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS-COMP/OP AGG \$	
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> MCS-90				COMBINED SINGLE LIMIT \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per resident) \$ PROPERTY DAMAGE \$	
	<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY \$ EACH ACCIDENT \$ AGGREGATE \$	
	<b>EXCESS LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$	
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATUTORY LIMITS OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE-EA EMPLOYEE \$ E.L. DISEASE-POLICY LIMIT \$	
A	<b>OTHER</b> Closure Post-Closure	ENC 5254333-02	09/06/06	09/06/13	\$5,108,087 \$5,285,474	
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS						

<b>CERTIFICATE HOLDER</b> Director, Haz Mat, Waste Management Division - Attn: Mira Neumiller Colo. Department of Public Health and Environment 4300 Cherry Creek Dr. South-Mail Code: HMWMD-CP-B2 Denver, CO 80246	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 60 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE
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<b>PRODUCER</b> Chris Delauder (617) 570-8870 Zurich NA 60 State Street Boston, MA 02109	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.		
	INSURERS AFFORDING COVERAGE		NAIC#
<b>INSURED</b> Clean Harbors Deer Trail, LLC EPA ID No. COD991300484 108655 East Highway 36; Deer Trail, CO 80105	INSURER A	Steadfast Insurance Company	26387
	INSURER B		
	INSURER C		
	INSURER D		
	INSURER E		

**DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS**

This certificate certifies that the policy to which this Certificate applies, provides Closure and Post-Closure Care coverage in connection with the insured's obligation to demonstrate financial responsibility under section 266.14 of the Colorado Hazardous Waste Regulations.

This Certificate demonstrates financial responsibility for the insured's obligation to demonstrate financial responsibility for radioactive materials under section 6 CCR 1007-1, specifically 3.9.5.5.2 and 3.9.5.10.1 of Part 3 – Licensing of Radioactive Material, (last amended May 18, 2005, effective July 31, 2005), and as amended. Such financial responsibility coverage will only be provided by the policy to which this certificate applies and in the same manner as set forth under sections 266.14(h) of the Colorado Hazardous Waste Regulations.

We shall only disburse the funds from this policy that the Regulatory Body approves in writing subject to the terms of the policy and this certificate.

Cancellation of this policy, whether by the Insurer or the Insured, will be effective only upon written notice and only after the expiration of sixty (60) days after a written notice of cancellation is received by the Regulatory Body.

Whenever requested by the Regulatory Body, the Insurer agrees to furnish to the Regulatory Body a duplicate original of the policy listed above, including all endorsements thereon.

### IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

### DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

**COLORADO CERTIFICATE OF INSURANCE  
FOR CLOSURE OR POST-CLOSURE CARE**

Name and Address of Insurer  
(herein called the "Insurer"):

Steadfast Insurance Company  
1400 American Lane  
Schaumburg, Illinois 60196

Name and Address of Insured  
(herein called the "Insured"):

Clean Harbors, Inc.  
42 Longwater Drive  
Norwell, Massachusetts 02061

Facilities Covered:

EPA Identification No. COD 991-300-484  
Clean Harbors Deer Trail, LLC  
108555 East Highway 36  
Deer Trail, CO 80105  
Closure Costs: \$5,108,087.56  
Post Closure Costs: \$5,285,474.60

Face Amount:

\$10,393,562.16

Policy Number:

ENC 5254333-02

Effective Date:

September 6, 2006

This certificate certifies that the policy to which this Certificate applies, provided Closure and Post-Closure Care coverage in connection with the insured's obligation to demonstrate financial responsibility under section 266.14 of the Colorado Hazardous Waste Regulations C.R.S. 973, as amended.

Cancellation of this policy, whether by the Insurer or the Insured, will be effective only upon written notice and only after the expiration of sixty (60) days after a written notice of cancellation is received by the Department.

Whenever requested by the Department, the Insurer agrees to furnish to the Department a duplicate original of the policy listed above, including all endorsements thereon.



Chris DeLauder – Regional Vice President

Authorized Representative of:

Steadfast Insurance Company  
Administrative Officer  
1400 American Lane  
Schaumburg, IL 60196-1056

Signature of witness or notary:



Date: 9/2/2009

**CERTIFICATE HOLDER**

ENDORSEMENT #4

# STEADFAST INSURANCE COMPANY

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

POLICY NUMBER	EFF. DATE OF POL.	EXP. DATE OF POL.	EFF. DATE OF END.	PRODUCER	ADD'L PREM.	RETURN PREM.
ENC 5254333 02	09/06/06	09/06/13	09/06/09	18615	N/A	N/A.

**NAMED INSURED:** Clean Harbors, Inc.

**ADDRESS:** 42 Longwater Drive  
Norwell, Ma 02061

This endorsement modifies insurance provided by the following:

**CLOSURE AND POST-CLOSURE INSURANCE POLICY**

This endorsement, effective 12:01 a.m., September 6, 2009 forms a part of Policy No. ENC 5254333-02 issued to CLEAN HARBORS, INC. by Steadfast Insurance Company.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the following:

In consideration of premium paid, it is hereby agreed that the Closure/Post Closure Location Schedule originally issued with the policy is deleted in their entirety and replaced with the following:

	<u>Closure Amount</u>	<u>Post-Closure Amount</u>
Clean Harbors Deer Trail, LLC 108555 East Highway 36 Deer Trail, CO 80105	<b>\$5,108,087.56</b>	<b>\$5,285,474.60</b>

In addition, Item #4 of the Declarations page is hereby deleted in its entirety and replaced with the following:  
4. Limits of Liability : \$10,393,562.16

All other terms and conditions remain the same.

STF- CPC Man 3 (02/06)



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## Amendment Of Policy Period

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer	Add'l Prem.	Return Prem.
ENC 5254333-02	09/6/2006	09/06/2013	09/06/2009	18251-000	\$332,593.99	N/A

**Named Insured and Mailing Address:**

Clean Harbors, Inc.  
42 Longwater DR  
Norwell, MA 02061

**Producer:**

Willis of Massachusetts, Inc.  
3 Copley PL  
Boston, MA 02116

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the following:

**Closure and Post Closure Environmental Liability Insurance Policy**

In consideration of the payment of premium and the Deductible by you and in reliance upon the statements in the Application made a part hereof, we agree with you, subject to all the terms, exclusions and conditions of the policy that **Item 2. "Policy Period"** of the policy Declarations is deleted and replaced with the following:

**Item 2. "Policy Period":** From: 09/06/2006 To: 09/06/2013  
12:01 A.M. Local time at the address shown in Item 1.

**ALL OTHER TERMS AND CONDITIONS OF THE POLICY SHALL APPLY AND REMAIN UNCHANGED.**

ENDORSEMENT #2

# STEADFAST INSURANCE COMPANY

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

POLICY NUMBER	EFF. DATE OF POL.	EXP. DATE OF POL.	EFF. DATE OF END.	PRODUCER	ADD'L. PREM.	RETURN PREM.
ENC 5254333 02	09/06/06	09/06/09	09/06/08	18615	N/A	N/A.

**NAMED INSURED:** Clean Harbors, Inc.

**ADDRESS:** 42 Longwater Drive  
Norwell, Ma 02061

This endorsement modifies insurance provided by the following:

**CLOSURE AND POST-CLOSURE INSURANCE POLICY**

This endorsement, effective 12:01 a.m., September 6, 2008 forms a part of Policy No. ENC 5254333-02 issued to CLEAN HARBORS, INC. by Steadfast Insurance Company.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the following:

In consideration of premium paid, it is hereby agreed that the Closure/Post Closure Location Schedule originally issued with the policy is deleted in their entirety and replaced with the following:

	<u>Closure Amount</u>	<u>Post-Closure Amount</u>
Clean Harbors Deer Trail, LLC 108555 East Highway 36 Deer Trail, CO 80195	\$4,999,841	\$5,173,469

In addition, Item #4 of the Declarations page is hereby deleted in its entirety and replaced with the following:  
4. Limits of Liability : \$10,173,310

All other terms and conditions remain the same.

STF- CPC Man 3 (02/06)

ENDORSEMENT #1

# STEADFAST INSURANCE COMPANY

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

POLICY NUMBER	EFF. DATE OF POL.	EXP. DATE OF POL.	EFF. DATE OF END.	PRODUCER	ADD'L PREM.	RETURN PREM.
ENC 5254333 02	09/06/06	09/06/09	02/08/06	18615	N/A	N/A.

**NAMED INSURED:** Clean Harbors, Inc.

**ADDRESS:** 42 Longwater Drive  
Norwell, Ma 02061

This endorsement modifies insurance provided by the following:

**CLOSURE AND POST-CLOSURE INSURANCE POLICY**

This endorsement, effective 12:01 a.m., September 6, 2006 forms a part of Policy No. ENC 5254333-02 issued to CLEAN HARBORS, INC. by Steadfast Insurance Company.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the following:

In consideration of premium paid, it is hereby agreed that the Location Schedule is deleted in their entirety and replaced with the following:

	<u>Closure Amount</u>	<u>Post-Closure Amount</u>
Clean Harbors Deer Trail, LLC 108555 East Highway 36 Deer Trail, CO 80195	<b>\$4,870,386</b>	<b>\$5,039,518</b>

In addition, Item #4 of the Declarations page is hereby deleted in its entirety and replaced with the following:  
4. Limits of Liability : \$9,909,904

All other terms and conditions remain the same.

STF- CPC Man 3 (02/06)

# Steadfast Insurance Company

Dover, Delaware

Administrative Offices - 1400 American Lane, Schaumburg, Illinois 60196-1056

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## Closure and Post-Closure Insurance Policy Financial Assurance DECLARATIONS

**This is a Claims Made Policy - Please Read Carefully**

Policy Number: ENC 5254333 02                      Renewal of: PLC 5254333 01

1: Named Insured: Clean Harbors, Inc.  
Address: 42 Longwater Drive  
City/State/Zip: Norwell, Ma 02061

2: Policy Period:

From: September 6, 2006                      To: September 6, 2009  
12:01 A.M. standard time at your mailing address shown above.

3: Covered Facility(ies)                      Clean Harbors Deer Trail, LLC  
108555 East Highway 36  
Deer Trail, CO 80195

4: Limit of Liability                              \$9,627,248

5: Policy Premium:                              \$226,492

**Broker Name:** William Gallagher Associates Insurance Brokers, Inc.  
**Address:** 470 Atlantic Ave.  
**City/State/Zip:** Boston, MA 02210

Countersigned

Matthew Milano  
(Authorized Representative)

*Jim Del*

9/2/2009

# CLOSURE AND POST CLOSURE ENVIRONMENTAL LIABILITY INSURANCE POLICY



In consideration of the payment of the premium set out in the Declarations and in reliance upon the statements contained in the Applications attached hereto and made a part hereof and any supplemental materials and information submitted herewith, and subject to all the terms and conditions of this Policy, the Company agrees with the NAMED INSURED as follows:

## I. INSURING AGREEMENT

The Company agrees to indemnify the INSURED, or such party (ies) as the REGULATORY BODY designates in writing, subject to the Limits of Liability of this Policy, for such CLOSURE COSTS and/or POST-CLOSURE COSTS that the REGULATORY BODY instructs the Company to indemnify the INSURED for, in writing, and in such amounts as the REGULATORY BODY specifies, in writing. It is a condition under this Policy that coverage is only afforded subject to the following:

- The INSURED must be legally obligated to pay such CLOSURE COSTS and/or POST-CLOSURE COSTS by reason of the FINAL CLOSURE of a HAZARDOUS WASTE FACILITY designated in Item 3 of the Declarations; and
- CLAIMS by the INSURED, or such party(ies) as the REGULATORY BODY designates in writing, for such CLOSURE COSTS and/or POST-CLOSURE COSTS must be first reported in writing to the Company during the POLICY PERIOD; and
- Coverage will apply only for CLOSURE COSTS and/or POST-CLOSURE COSTS which arise from the FINAL CLOSURE of a HAZARDOUS WASTE FACILITY.

## II. DEFINITIONS

CLAIM means a request by the INSURED or such party(ies) as the REGULATORY BODY designates in writing, for payment of a statement or bill of expenditures made for CLOSURE COSTS and/or POST-CLOSURE COSTS by reason of a FINAL CLOSURE of a HAZARDOUS WASTE FACILITY in accordance with its CLOSURE PLAN or POST-CLOSURE PLAN, provided that such request:

1. is first submitted in writing to the REGULATORY BODY for approval during the POLICY PERIOD; and
2. is first reported in writing to the Company during the POLICY PERIOD.

CLOSURE COSTS means all expenses specifically identified in the CLOSURE PLAN and approved by the REGULATORY BODY.

CLOSURE PLAN means the written CLOSURE PLAN attached to the Policy as Appendix A and made a part thereof, prepared in order to comply with federal regulations promulgated under the Resource Conservation and Recovery Act (contained in 40 C.F.R. Part, 264, Subpart G and 40 C.F.R. Part 265, Subpart G), or other applicable federal, state or local regulations regarding closure of HAZARDOUS WASTE FACILITIES and provided that such CLOSURE PLAN, including any revisions or amendments thereto, shall first have been approved by the REGULATORY BODY.

FINAL CLOSURE means the closure of all HAZARDOUS WASTE MANAGEMENT UNITS at a HAZARDOUS WASTE FACILITY pursuant to the CLOSURE PLAN.

HAZARDOUS WASTE FACILITY(IES) or facility(ies) means the entire facility designated by location description in Item 3 of the Declarations which has received authorization from the REGULATORY BODY to engage in the treatment, storage or disposal of hazardous waste and which includes one or more HAZARDOUS WASTE MANAGEMENT UNIT(s) on, within or under such facility.

HAZARDOUS WASTE MANAGEMENT UNIT means a surface impoundment, waste pile, land treatment area, landfill cell, incinerator, tank and its associated piping and underlying containment system, or a container storage area, or other contiguous area of land on or in which hazardous waste is placed, or the largest area in which there is significant likelihood of mixing hazardous waste constituents in the same area. Such unit must be located on, within or under a HAZARDOUS WASTE FACILITY. A container alone does not constitute a unit; a unit includes containers and the land or pad upon which they are placed.

INSURED means the NAMED INSURED and any director, officer, partner or employee thereof while acting within the scope of his/her duties as such.

MOST RECENT PUBLISHED INVESTMENT RATE means the last published investment rate prior and closest in time to the date upon which the Company becomes obligated to make payment for POST-CLOSURE COSTS.

NAMED INSURED means the person or entity designated as such in Item 1 of the Declarations.

POLICY PERIOD means the period set forth in Item 2 of the Declarations, or any shorter period arising as a result of:

1. cancellation of this Policy; or
2. with respect to particular location(s) designated in Item 3 of the Declarations:
  - a. the deletion of such location(s) from this Policy by the Company.

POST-CLOSURE COSTS means all expenses specifically identified in the POST-CLOSURE PLAN approved by the REGULATORY BODY.

POST-CLOSURE PLAN means the written POST-CLOSURE PLAN attached to this Policy as Appendix B and made a part thereof, prepared in order to comply with federal regulations promulgated under the Resource Conservation and Recovery Act (contained in 40 C.F.R. Part 264, Subpart G and 40 C.F.R. Part 265, Subpart G), or other applicable federal, state or local regulations regarding post-closure of HAZARDOUS WASTE FACILITIES, and provided that such POST-CLOSURE PLAN including any revisions or amendments thereto, shall first have been approved by the REGULATORY BODY.

REGULATORY BODY means the Regional Administrator of the United States Environmental Protection Agency for the EPA region in which the HAZARDOUS WASTE FACILITY named in Item 3 of the Declarations is located, or any person or State Agency designated by the Regional Administrator.

### III. TERRITORY

This Policy only applies to CLAIMS arising from CLOSURE COSTS and/or POST-CLOSURE COSTS incurred at HAZARDOUS WASTE FACILITIES located in the United States, its Territories or possessions, or Canada; and made or brought in the United States, its territories or possessions, or in Canada.

### IV. EXCLUSIONS

This insurance does not apply to expenses, losses, liabilities of, or damages of any kind incurred by, accruing to, or alleged to be liabilities of the INSURED, by reason of:

1. (a) Any criminal or civil penalties imposed by reason of the violation of any law or regulation.

- (b) Any CLOSURE COSTS and/or POST-CLOSURE COSTS based upon or attributable to the INSURED's intentional, knowing, willful or deliberate noncompliance with any statute, regulation, ordinance, administrative complaint, notice of violation, notice letter, executive order or instruction of any governmental agency or body.
2. Any expenses, charges or costs resulting from the defense and/or investigation of any liability or obligation for CLOSURE COSTS and/or POST-CLOSURE COSTS hereunder.

#### V. LIMIT OF LIABILITY AND RETENTION

This Policy is to pay 100% of any CLAIM, subject to the deductible amount, if any, stated in the Declarations. The deductible amount, if any, is to be borne by the INSURED and is not to be insured.

Subject to the foregoing, and with respect to each HAZARDOUS WASTE FACILITY shown in Item 3 of the Declarations, the Company's total liability for all CLOSURE COSTS and/or POST-CLOSURE COSTS from all CLAIMS reported to the Company during the POLICY PERIOD shall not exceed the Limit of Liability shown in Item 4 of the Declarations as applicable to the "Total for all CLAIMS."

Provided that the full increased premium as determined by the Company has been paid in full within thirty (30) calendar days of when due, the Limit of Liability for each HAZARDOUS WASTE FACILITY for which such full increased premium has been paid, shall increase annually, as follows: Beginning from the date the Company becomes obligated under this Policy to indemnify POST-CLOSURE COSTS, the increase Limit of Liability for such HAZARDOUS WASTE FACILITY shall be equivalent to the existing Limit of Liability, less any payments made under this limit, multiplied by an amount equivalent to 85 percent (85%) of the MOST RECENT PUBLISHED INVESTMENT RATE for newly issued 26-week Treasury securities.

#### VI. CLAIMS PROVISIONS

With respect to CLAIMS under this Policy, it is a condition precedent to coverage that:

1. In the event that the INSURED receives, formally or informally, information to the effect that CLOSURE COSTS and/or POST-CLOSURE COSTS or FINAL CLOSURE of a HAZARDOUS WASTE FACILITY is under consideration by the REGULATORY BODY, the INSURED shall immediately forward to the Company any demand or notice from the REGULATORY BODY regarding the CLOSURE COSTS and/or POST-CLOSURE COSTS, or FINAL CLOSURE received by the INSURED or his or her representative.
2. The INSURED shall cooperate with the Company and, upon the Company's request, assist in obtaining information relative to any CLAIMS made. The INSURED shall not, except at his own cost, voluntarily make or approve any payments, assume any obligations or incur any expense relating to CLOSURE COSTS and/or POST-CLOSURE COSTS which are not in accordance with the CLOSURE PLAN or POST-CLOSURE PLAN without the Company's or the REGULATORY BODY's written permission.
3. Any notices required by these conditions shall be sent to:

Zurich North America  
1400 American Lane  
Schaumburg, IL 60196  
ATTN: Managing Account Specialist-  
Environmental Specialties

#### VII. CONDITIONS

1. INSPECTION AND AUDIT -- The Company shall be permitted but not obligated to inspect, sample and monitor on a continuing basis the INSURED's property or operations, at any time. Neither the Company's right to make inspections, sample and monitor nor the actual undertaking thereof nor any report thereon shall constitute an undertaking, on behalf of the INSURED or others, to determine or warrant that property or operations are safe, healthful or conform to acceptable engineering practice or are in compliance with any law, rule or regulation. The Company or its designee may examine and audit the INSURED's books and records at any time during the POLICY PERIOD and extensions thereof, as far as they relate to the subject matter of this insurance, and within any periods of FINAL CLOSURE, or post-closure for which coverage is provided.
2. CANCELLATION -- The Company shall not cancel, terminate or fail to renew the coverages provided herein except for failure to pay the full premium shown in Item 5 in the Declarations. The Company shall notify the INSURED and the REGULATORY BODY of its intent to cancel, terminate or not to renew by sending, by certified mail, to the INSURED at the address shown in this Policy and to the REGULATORY BODY, written notice stating the date not less than 120 days thereafter allowing time for receipt of notice on which such cancellation, termination or failure to renew shall be effective.

This Policy may be canceled by the NAMED INSURED pursuant to applicable statute by surrender thereof to the Company or any of its authorized agents or by mailing to the Company written notice stating the date thereafter the cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice. The time of surrender or the effective date and hour of cancellation stated in the notice shall become the end of the POLICY PERIOD.

In the event of (i) cancellation or nonrenewal by the INSURED or (ii) cancellation by the Company for nonpayment of premium, the full Insurance Premium shown in Item 6 of the Declarations shall be deemed earned and the unpaid portion thereof shall be immediately due and payable. Upon the effective date of cancellation by the INSURED, all indemnity obligations on the part of the Company hereunder shall automatically cease and the INSURED shall have no further recourse against the Company with respect to unpaid CLAIMS.
3. DECLARATIONS AND REPRESENTATIONS -- By acceptance of this Policy, the INSURED agrees that the statements contained in the Declarations and any other supplemental materials and information submitted herewith are the INSURED's agreements and representations, that they shall be deemed material, that this Policy is issued in reliance upon the truth of such representations and that this Policy embodies all agreements existing between the INSURED and the Company or any of its agents relating to this insurance.
4. ACTION AGAINST COMPANY -- No action shall lie against the Company unless, as a condition precedent thereto, there shall have been full compliance with all of the terms of this Policy, nor until the amount of the INSURED's obligation to pay shall have been finally determined either by judgment against the INSURED after actual trial or by written agreement of the INSURED, the claimant and the Company.
4. Any person or organization or the legal representative thereof who has secured such judgment or written agreement shall thereafter be entitled to recover under this Policy to the extent of the insurance afforded by this Policy. No person or organization shall have any right under this Policy to join the Company as a party to any action against the INSURED to determine the INSURED's liability, nor shall the Company be impleaded by the INSURED or his legal representative. Bankruptcy or insolvency of the INSURED or of the INSURED's estate shall not relieve the Company of any of its obligations hereunder.
5. ASSIGNMENT -- This Policy shall be void if assigned or transferred without written consent of the Company. However, this Policy may be assigned to a successor owner or operator of a HAZARDOUS WASTE FACILITY designated in Item 3 of the Declarations, provided that the Company consents to the assignment, which consent shall not be unreasonably withheld.

6. SUBROGATION -- In the event of any payment under this Policy, the Company shall be subrogated to all the INSURED's rights of recovery therefor against any person or organization and the INSURED shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The INSURED shall do nothing after a CLAIM to prejudice such rights.
7. CHANGES -- Notice to any agent or knowledge possessed by any agent or by any other person shall not affect a waiver or a change in any part of this Policy or stop the Company from asserting any right under the terms of this Policy; nor shall the terms of this Policy be waived or changed, except by endorsement issued to form a part of this Policy.
8. SOLE AGENT -- The first NAMED INSURED stated in Item 1 of the Declarations shall act on behalf of all INSUREDS for the payment or return of premium, receipt and acceptance of any endorsement issued to form a part of this Policy, and giving and receiving notice of cancellation or non-renewal.
9. CHOICE OF LAW -- It is agreed that in the event of the failure of the Company to pay any amount claimed to be due hereunder, the Company and the INSURED, will submit to the jurisdiction of the State of New York, and will comply with all the requirements necessary to give such court jurisdiction. All matters arising hereunder including questions related to the interpretation, performance and enforcement of this Policy shall be determined in accordance with the law and practice of the State of New York (notwithstanding New York's conflicts of law rules). Nothing in this clause constitutes or should be understood to constitute a waiver of the Company's right to remove an action to a United States District Court.
10. OTHER INSURANCE -- Where other valid and collectable insurance is available to the NAMED INSURED for CLOSURE COSTS and/or POST-CLOSURE COSTS covered under the terms and conditions of the Policy, the Company's obligation to the INSURED is as follows:
  - a. This insurance shall apply as excess insurance over any other valid and collectable insurance be it primary or excess. This excess insurance shall in no way be increased or expanded as a result of the receivership, insolvency, or inability to pay of any insurer with respect to both the duty to indemnify and the duty to defend. This also applies to the INSURED while acting as a self-insured for any coverage;
  - b. Where this insurance is excess over other valid and collectable insurance, the Company will pay only its share of the amount of CLOSURE COSTS and/or POST-CLOSURE COSTS, if any, that exceeds the total amount that all such other insurance will pay for the CLOSURE COSTS and/or POST-CLOSURE COSTS in the absence of this insurance.
11. PREMIUM -- The full Policy premium for coverage hereunder shall be payable in accordance with Item 6 of the Declarations. It is an absolute condition that the full amount of each premium installment be actually received by the Company in accordance with said schedule to be or continue to be effective.
12. REGULATORY PROVISIONS -- Any term or condition of this Policy to which any federal or state administrative or regulatory provisions apply shall be governed only by those regulations or provisions in effect at the inception date of this Policy.
13. RENEWAL -- This Policy may be renewed with a subsequent Policy which provides Limits of Liability no less than those contained in this Policy, and which is issued by the Company at the expiration of the POLICY PERIOD stated in Item 2 of the Declarations of this Policy, subject to the cancellation provisions set forth in Section VII.2.

# STEADFAST INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POLICY NUMBER	EFF. DATE OF POL.	EXP. DATE OF POL.	EFF. DATE OF END.	PRODUCER	ADD'L PREM.	RETURN PREM.
ENC 5254333 02	09/06/06	09/06/09	02/08/06	18615	\$2,011	N/A.

**NAMED INSURED:** Clean Harbors, Inc.

**ADDRESS:** 42 Longwater Drive  
Norwell, Ma 02061

This endorsement modifies insurance provided by the following:

**CLOSURE AND POST-CLOSURE INSURANCE POLICY**

This endorsement, effective 12:01 a.m., September 6, 2006 forms a part of Policy No. ENC 5254333-02 issued to CLEAN HARBORS, INC. by Steadfast Insurance Company.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

In consideration of premium paid, it is hereby agreed that Endorsement 3 is deleted in their entirety and replaced with this Endorsement #6 and Item 3 on the Declarations Page: Limits of Liability per Facility is amended to read:

	<u>Closure Amount</u>	<u>Post-Closure Amount</u>
Clean Harbors Deer Trail, LLC 108555 East Highway 36 Deer Trail, CO 80195	\$4,731,470	\$4,895,778

All other terms and conditions remain unchanged.

# Important Notice



## Service of Suit

In the event of failure of the **Company** to pay any amount claimed to be due hereunder, the **Company**, at the request of the **Insured**, will submit to the jurisdiction of a court of competent jurisdiction within the United States. Nothing in this condition constitutes or should be understood to constitute a waiver of the **Company's** rights to commence an action in any court of competent jurisdiction in the United States to remove an action to a United States District Court or to seek a transfer of a case to another court as permitted by the laws of the United States or any state in the United States. It is further agreed that service of process in such suit may be made upon General Counsel, Law Department, Steadfast Insurance Company, 1400 American Lane, Schaumburg, Illinois 60196-1056, or his or her representative, and that in any suit instituted against the **Company** upon this policy, the **Company** will abide by the final decision of such court or of any appellate court in the event of an appeal.

Further, pursuant to any statute of any state, territory, or district of the United States which makes provisions therefore, the **Company** hereby designates the Superintendent, Commissioner, or Director of Insurance, or other officer specified for that purpose in the statute, or his or her successor or successors in office, as its true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the **Insured** or any beneficiary hereunder arising out of this policy of insurance and hereby designates the above named General Counsel as the person to whom the said officer is authorized to mail such process or a true copy thereof.

## In Witness Clause

In return for the payment of premium, and subject to the terms of the policy, the **Company** agrees with the **Insured** to provide insurance as stated in this policy. This policy shall not be valid unless countersigned by a duly authorized Representative of the **Company**.

In Witness Whereof, the **Company** has executed and attested these presents, and where required by law, has caused this policy to be countersigned by its duly authorized Representative.

**President**  
**Steadfast Insurance Company**

**Corporate Secretary**  
**Steadfast Insurance Company**