

**AMENDMENT NO. 1  
TO  
UPPER VALLEY WASTE MANAGEMENT AGENCY AGREEMENT NO. 250242D  
PROFESSIONAL SERVICES AGREEMENT**

This Amendment No. 1 (“Amendment”) is entered into by and between the Upper Valley Waste Management Agency, a joint powers agency created in accordance with the Joint Powers Act (Government Code section 6500 et seq.) (“Agency”) and Clean Earth Environmental Solutions, Inc., a Delaware corporation by and through any of its subsidiaries or affiliates located at 933 First Avenue, Suite 200, King of Prussia, PA 19406 (“Contractor”).

This Amendment modifies the original Professional Services Agreement between the Agency and Contractor dated June 24, 2024 (“Agreement”).

**RECITALS**

WHEREAS, under the Agreement, Contractor provides the service of conducting temporary Household Hazardous Waste Collection Events for the collection, transportation, and disposal of household hazardous waste generated by the public and Very Small Quantity Generators;

WHEREAS, Agency and Contractor desire to amend the rates of compensation for the abovementioned services; and

WHEREAS, Agency and Contractor desire to extend the Maximum Amount of the Agreement to allow for increased services.

NOW THEREFORE, Agency and Contractor agree to amend the Agreement as follows:

- I. Section 3(a) (“Rates”) of the Agreement is amended to read as follows, with deletions denoted by ~~struck through~~ text and additions denoted by underlined text:

In consideration of CONTRACTOR's fulfillment of its obligations hereunder and its performance of the Services, AGENCY shall pay CONTRACTOR at the revised rates set forth in Exhibit ~~“B”~~ “B-1”, which is attached hereto and incorporated herein by this reference.

- II. Section 3(b) (“Maximum Amount”) of the Agreement is amended to read as follows, with deletions denoted by ~~struck through~~ text and additions denoted by underlined text:

Maximum Amount. The maximum payments under this Agreement to CONTRACTOR shall not exceed ~~seventy thousand dollars (\$70,000)~~ seventy four thousand dollars (\$74,000) for professional services (the “Maximum Amount”) per fiscal year. CONTRACTOR shall be compensated based upon services actually rendered, and the Maximum Amount shall not be construed as a guaranteed sum. CONTRACTOR agrees to accept such compensation in full satisfaction for services actually rendered.

III. Section 7(b)(4) is hereby added to the Agreement to read as follows:

(4) Pollution Legal Liability Insurance. Pollution legal liability insurance of not less than TWO MILLION DOLLARS (\$2,000,000) per occurrence and FOUR MILLION DOLLARS (\$4,000,000) aggregate, covering liability or claims for any personal injury, including death, to any person and/or damage to the property of any person arising from the acts or omissions of CONTRACTOR or any officer, agent, or employee of CONTRACTOR under this Agreement.

IV. Section 7(c)(2) (“Waiver of Subrogation and CGL”) of the Agreement is amended to read as follows, with deletions denoted by ~~struck through~~ text and additions denoted by underlined text:

(2) Waiver of Subrogation and CGL. Additional Insured is provided pursuant to Additional Insured Endorsement Form #1. For each policy required herein, other than Professional Errors and Omission and Workers’ Compensation, CONTRACTOR shall also file with the evidence of coverage an endorsement from the insurance provider naming AGENCY, its officers, employees, agents and volunteers, as well as third-parties designated in writing by AGENCY, as additional insureds and waiving subrogation. For the Workers Compensation and Professional Errors and Omissions insurance coverage, CONTRACTOR shall file an endorsement waiving subrogation with the evidence of coverage.

V. Integration. This Amendment amends, as set forth herein, the Agreement and except as specifically amended hereby the Agreement shall remain in full force and effect. To the extent there is any conflict between this Amendment and the Agreement, the terms and provisions of this Amendment shall control. This Amendment and the Agreement, including any exhibits attached to the Agreement, integrate all the terms and conditions of the Parties’ agreement and supersede all negotiations with respect hereto.

VI. Severability. If any provision of this Amendment is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in anyway.

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The Parties hereby enter into this Amendment upon the date of the last signature below.

“Agency”  
Upper Valley Waste Management Agency

“Contractor”  
Clean Earth Environmental Solutions, Inc.

By: \_\_\_\_\_  
Anne Cottrell, Chair

By:  \_\_\_\_\_  
Paul Bettencourt, HHW  
Product Line Director

Date: \_\_\_\_\_

Date: 4/14/2026

By: \_\_\_\_\_  
Name, Title


Date: \_\_\_\_\_

Attest:

By: \_\_\_\_\_  
Steve Lederer, Agency Manager

Date: \_\_\_\_\_

Approved as to form:

By:  \_\_\_\_\_  
Gary B. Bell, Agency Counsel

Date: 4/13/26

## EXHIBIT B-1

### Disposal Cost Worksheet PHHWCF & Temporary Events

Process Code	Description	UOM	Current Rate	New Rate (5% Increase)
3PEQCOSTPL	Equipment, Supplies, and Material	M	\$4,750.00	\$4,987.50
3PEQCOSTPL	ROLLOFF RENTAL 3rd party	D	\$16.80	\$17.64
3PLABOR	<100 car Event Mobilization LABOR, 3RD PARTY	E	\$7,891.00	\$8,285.55
3PLBMOB	301-400 Car Event Each not Hour Third Party Labor - Mobilization and DeMobilizat	H	\$13,535.00	\$14,211.75
3PLBMOB	401-500 Car Event Third Party Labor - Mobilization and DeMobilization	R	\$21,426.00	\$22,497.30
3PLBMOBDEA	100-200 Car Each not HourEvent Third Party Labor - Mobilization/Demobilization	H	\$10,826.00	\$11,367.30
3PLBMOBDEA	201-300 Car Event Third Party Labor - Mobilization/Demobilization for DEA	R	\$12,631.00	\$13,262.55
3PTRCOSTPL	Rolloff Transportation Third Party Transportation, Cost Plus	S	\$1.20	\$1.26
ADMCAN	Cancellation Fee	E	\$155.00	\$162.75
ADM CREDIT	Bond/Letter of Credit	E	\$125.00	\$131.25
ADMMAN	Manifest Discrepancy/Paperwork Error	E	\$77.00	\$80.85
ADMOVPK	Overpack Handling Fee	E	\$52.00	\$54.60
ADM PRORU	24 hour rush profile fee	E	\$155.00	\$162.75
ADMREJECT	Rejection Fee	E	\$77.00	\$80.85
ADMREPK	Repacking/Overpacking fee	E	\$155.00	\$162.75
ADMSTOR	Off Spec/ Discrepant - Storage Fee	D	\$26.00	\$27.30
AF01	Bulked flam liquid	DM05	\$70.00	\$73.50
AF01	Bulked flam liquid	DM30	\$148.00	\$155.40
AF01	Bulked flam liquid	DM55	\$155.00	\$162.75
AF06	Flam solid/liquid	BX	\$525.00	\$551.25
AF06	Flam solid/liquid	DM05	\$70.00	\$73.50
AF06	Flam solid/liquid	DM30	\$175.00	\$183.75
AF06	Flam solid/liquid	DM55	\$175.00	\$183.75
AF06-1	Oil-based paint related	BX	\$525.00	\$551.25
AF06-1	Oil-based paint related	DM05	\$70.00	\$73.50
AF06-1	Oil-based paint related	DM30	\$175.00	\$183.75
AF06-1	Oil-based paint related	DM55	\$175.00	\$183.75
AF08	Corrosive aerosols	BX	\$575.00	\$603.75
AF08	Corrosive aerosols	DM05	\$67.00	\$70.35
AF08	Corrosive aerosols	DM30	\$193.00	\$202.65
AF08	Corrosive aerosols	DM55	\$195.00	\$204.75
INC13	Flam solid/liquid	MN05	\$61.50	\$64.58
INC13	Flam solid/liquid	MN30	\$215.25	\$226.01
INC13	Flam solid/liquid	MN55	\$307.50	\$322.88
INC13	Flam solid/liquid	MNBX	\$645.75	\$678.04

Process Code	Description	UOM	Current Rate	New Rate (5% Increase)
INC13	Flam solid/liquid	P	\$1.23	\$1.29
INC14-A	Organic Acid	DM05	\$97.00	\$101.85
INC14-A	Organic Acid	DM30	\$193.00	\$202.65
INC14-A	Organic Acid	DM55	\$275.00	\$288.75
INC14-B	Organic base	DM05	\$97.00	\$101.85
INC14-B	Organic base	DM30	\$193.00	\$202.65
INC14-B	Organic base	DM55	\$275.00	\$288.75
INC14-F	Poison (non-aerosols)	BX	\$775.00	\$813.75
INC14-F	Poison (non-aerosols)	DM05	\$111.00	\$116.55
INC14-F	Poison (non-aerosols)	DM30	\$180.00	\$189.00
INC14-F	Poison (non-aerosols)	DM55	\$295.00	\$309.75
INC15-1	Labpack, (Lithium, Sodium, Potassium Metal), 1lb. Under oil or in vacccum seale	MN05	\$1,303.75	\$1,368.94
INC15-1	Labpack, (Lithium, Sodium, Potassium Metal), 1lb. Under oil or in vacccum seale	MN15	\$2,607.50	\$2,737.88
INC15-1	Labpack, (Lithium, Sodium, Potassium Metal), 1lb. Under oil or in vacccum seale	MN30	\$5,736.50	\$6,023.33
INC15-1	Labpack, (Lithium, Sodium, Potassium Metal), 1lb. Under oil or in vacccum seale	MN55	\$13,037.50	\$13,689.38
INC15-1	Labpack, (Lithium, Sodium, Potassium Metal), 1lb. Under oil or in vacccum seale	P	\$52.15	\$54.76
INC15-D1	Lab Pack, Incineration, Flammable Solids (DOT 4.1)	DM15	\$450.00	\$472.50
INC15-D1	Lab Pack, Incineration, Flammable Solids (DOT 4.1)	DM30	\$975.00	\$1,023.75
INC15-D1	Lab Pack, Incineration, Flammable Solids (DOT 4.1)	DM55	\$1,300.00	\$1,365.00
INC15-D1	Labpacks-Reactive	DM05	\$250.00	\$262.50
INC15-D2	Flam solid (fusee/flares)	DM05	\$250.00	\$262.50
INC15-W	Water reactives	DM05	\$250.00	\$262.50
INC29	Pharmaceuticals- solid	DM05	\$111.00	\$116.55
INC29	Pharmaceuticals- solid	DM30	\$237.00	\$248.85
INC29	Pharmaceuticals- solid	DM55	\$395.00	\$414.75
LBCHEMST	Chemist	H	\$60.00	\$63.00
LBCLRKST	Administrative/ Office Personnel Clerk, Straight Time	H	\$45.00	\$47.25
LBENVST	Lead Technician	H	\$50.00	\$52.50
LBENVST	Technician	H	\$45.00	\$47.25
LBSUPVST	Supervisor / Project Manager	H	\$65.00	\$68.25
LF11	Asbestos	BX	\$395.00	\$414.75
LF11	Asbestos	DM05	\$67.00	\$70.35
LF11	Asbestos	DM30	\$126.00	\$132.30
LF11	Asbestos	DM55	\$200.00	\$210.00
REC05	Auto batteries	P	\$0.35	\$0.37
REC05	Auto Batteries Lead acid batteries	MN05	\$10.00	\$10.50
REC05	Auto Batteries Lead acid batteries	MN15	\$10.00	\$10.50
REC05	Auto Batteries Lead acid batteries	MN30	\$10.00	\$10.50
REC05	Auto Batteries Lead acid batteries	MN55	\$10.00	\$10.50
REC06	Compact fluorescent lamps	E	\$1.95	\$2.05

Process Code	Description	UOM	Current Rate	New Rate (5% Increase)
REC06	Fluorescent lamps (tube)	F	\$0.18	\$0.19
REC07	Motor oil (recyclable)	DM05	\$67.00	\$70.35
REC07	Motor oil (recyclable)	DM30	\$126.00	\$132.30
REC07	Motor oil (recyclable)	DM55	\$150.00	\$157.50
REC08	Antifreeze	DM05	\$67.00	\$70.35
REC08	Antifreeze	DM30	\$126.00	\$132.30
REC08	Antifreeze	DM55	\$150.00	\$157.50
REC09	Household batteries Lithium	P	\$4.74	\$4.98
REC09	Lithium batteries, Non-regulated, Universal Waste	MN05	\$50.00	\$52.50
REC09	Lithium batteries, Non-regulated, Universal Waste	MN15	\$50.00	\$52.50
REC09	Lithium batteries, Non-regulated, Universal Waste	MN30	\$50.00	\$52.50
REC09	Lithium batteries, Non-regulated, Universal Waste	MN55	\$50.00	\$52.50
REC09-1	Household batteries Lithium -Ion	P	\$0.65	\$0.68
REC09-1	Lithium-Ion Batteries, Universal Waste, for Recycle	MN05	\$50.00	\$52.50
REC09-1	Lithium-Ion Batteries, Universal Waste, for Recycle	MN15	\$50.00	\$52.50
REC09-1	Lithium-Ion Batteries, Universal Waste, for Recycle	MN30	\$50.00	\$52.50
REC09-1	Lithium-Ion Batteries, Universal Waste, for Recycle	MN55	\$50.00	\$52.50
REC10	Oil filters	DM05	\$60.00	\$63.00
REC10	Oil filters	DM30	\$125.00	\$131.25
REC10	Oil filters	DM55	\$140.00	\$147.00
REC10	Oil filters, Non-regulated	DM15	\$70.00	\$73.50
REC11	Household batteries Ni-Cad	P	\$0.77	\$0.81
REC11	Nicad batteries, Non-regulated, Universal Waste	MN05	\$25.00	\$26.25
REC11	Nicad batteries, Non-regulated, Universal Waste	MN15	\$25.00	\$26.25
REC11	Nicad batteries, Non-regulated, Universal Waste	MN30	\$25.00	\$26.25
REC11	Nicad batteries, Non-regulated, Universal Waste	MN55	\$50.00	\$52.50
REC13	Mercury Debris/Thermometers	DM05	\$375.00	\$393.75
REC14	Mercury (metallic)	DM05	\$553.00	\$580.65
REC15	Crushed Fluorescent lamps	DM05	\$150.00	\$157.50
REC15	Crushed Fluorescent lamps	DM30	\$350.00	\$367.50
REC15	Crushed Fluorescent lamps	DM55	\$545.00	\$572.25
REC24	Household batteries (alkaline)	P	\$1.10	\$1.16
REC24	Zinc alkaline batteries, for recycle	MN05	\$25.00	\$26.25
REC24	Zinc alkaline batteries, for recycle	MN15	\$25.00	\$26.25
REC24	Zinc alkaline batteries, for recycle	MN30	\$25.00	\$26.25
REC24	Zinc alkaline batteries, for recycle	MN55	\$25.00	\$26.25
REC27	Empty, contaminated drums	DM05	\$21.00	\$22.05
REC27	Empty, contaminated drums	DM30	\$32.00	\$33.60
REC27	Empty, contaminated drums	DM55	\$66.00	\$69.30
REC38	Freon refrigerant	E	\$20.00	\$21.00
REC42	UV lamps	E	\$2.24	\$2.35
REC60	Fire extinguishers	E	\$25.00	\$26.25
REC61	Propane Tanks (BBQ Type 5 gal)	E	\$20.00	\$21.00
REC61-1	Propane cylinders (Coleman Stove)	E	\$10.00	\$10.50

Process Code	Description	UOM	Current Rate	New Rate (5% Increase)
REC63	Cylinders, (Carbon Dioxide Cartridges) for recycle	E	\$45.00	\$47.25
REC95	Cylinders, non flammable for recycle	E	\$65.00	\$68.25
STAB06-6	Ammonium Nitrate	DM05	\$84.00	\$88.20
STAB06-6	Ammonium Nitrate	DM30	\$180.00	\$189.00
STAB06-6	Ammonium Nitrate	DM55	\$375.00	\$393.75
TRADMDEM	Transportation, Demurrage	H	\$127.00	\$133.35
WAT16-A	Inorganic acid	DM05	\$97.00	\$101.85
WAT16-A	Inorganic acid	DM30	\$193.00	\$202.65
WAT16-A	Inorganic acid	DM55	\$275.00	\$288.75
WAT16-B	Inorganic Base	DM05	\$97.00	\$101.85
WAT16-B	Inorganic Base	DM30	\$193.00	\$202.65
WAT16-B	Inorganic Base	DM55	\$275.00	\$288.75

**FEE SCHEDULE FOR VSQG SERVICE**

<b>Waste Category</b>	<b>Waste Mgmt. Method</b>	<b>Handling Method</b>	<b>Cost Per Gallon</b>	<b>Cost Per Pound</b>
Flammable Solids	INC15-D1	LO	NA	\$9.45
Flammable Liquids	AF07	LO	NA	\$2.63
Bulked Flammable Liquids	AF01	BU	NA	\$1.05
Paint Related Materials	AF06-1	LO	NA	\$4.20
Poison Liquids	INC14-F	LO	NA	\$4.73
Poison Solids	INC14-F	LO	NA	\$4.73
Labpacks, Non-Reactive	INC14-A	LO	NA	\$4.73
Labpacks, Reactive	INC15-W	LO	NA	\$10.50
Inorganic Acid	WAT16-A	LO	NA	\$2.63
Organic Acid	INC14-A	LO	NA	\$4.73
Inorganic Base	WAT16-B	LO	NA	\$2.63
Organic Base	INC14-B	LO	NA	\$4.73
Oxidizers	STAB06-6	LO	NA	\$4.20
Organic Peroxide	INC15-E2	LO	NA	\$10.50
PCB's	PCB01	LO	NA	\$6.83
Aerosols	AF08	LO	NA	\$2.63
Compressed Gases	REC61	BU	NA	CBC
Fluorescent Lamps	REC06	BU	NA	\$2.10
Alkaline Batteries	REC24	BU	NA	\$2.10
Mercury	REC13	BU	NA	\$52.50
NiCad Batteries	REC11	BU	NA	\$2.10
Class 9/Non-RCRA	INC09	BU	NA	\$2.10
Fertilizers	INC14-F	LO	NA	\$4.73
Asbestos	LF11	BU	NA	\$1.58
Contaminated Soil	INC13	BU	NA	\$2.10
Sharps	INC29-X	BU	NA	\$8.40
Oil	REC07	BU	NA	\$1.31
Oil Filters	REC10	BU	NA	\$1.31
Antifreeze	REC08	BU	NA	\$1.58
Processing Fee	INC15-D1	LO	NA	\$26.25

Waste Management Method: INC= Incineration, RC= Recycle, LF Landfill, FB = Fuels Blend, NE = Neutralization  
 Handling Method: LO= Loosepack LP = Labpack, BU= Bulked, EA = Each

## **Assumptions**

### **Standard Pricing Conditions**

- Pricing is based on the information provided and will be confirmed following receipt of a complete waste profile. All pricing is pending profile approval and/or waste sample analysis
- Pricing is based on the scope of work provided.
- A minimum charge of \$350 applies to all invoices
- Transportation, labor, and equipment is port to port, and requires a four-hour minimum unless otherwise specified.
- Unless otherwise specified, transportation rates include one hour of loading at the customer facility. Demurrage rates will apply after one hour and will be billed in 15-minute increments.
- All invoices are subject to applicable Federal, State and local taxes & fees.
- E-Manifest Fee of \$25 will be applied.

Non-Specified Container Conversions		Conversion Table Notes
Container Size	Conversion	
1 – 5 gallons	35%	
6 – 15 gallons	50%	
16 – 30 gallons	75%	
31 – 55 gallons	1x	
85 gallons	1.5x	
Cubic Yard Boxes/Pallets	4x	
250/275 – gallon totes	5x	
330/350 – gallon totes	6x	

- These conversions will apply to all disposal and transportation items priced per container unless quoted separately
- Numbers are expressed as a factor of a 55-gallon drum (e.g. 55-gallon price x 35% = sell price)
- The greater of the conversion factor or location container minimum of \$40 will be applied unless quoted a different rate.
- Some waste may have a different typically lower, minimum which is reflected on the Non-Standard Minimum table below.

Per Pound Standard Minimums			
	Common Containers <sup>1</sup>	Lab Pack Containers <sup>2</sup>	Light Weight Containers <sup>3</sup>
Container (Gal)	←Minimums→		
5 or less	50 lbs	20 lbs	30 lbs
6 – 15	125 lbs	50 lbs	75 lbs
16 – 30	175 lbs	85 lbs	100 lbs
31 – 55	250 lbs	150 lbs	150 lbs
56 – 85	400 lbs	275 lbs	275 lbs
Cubic box/Pallet	525 lbs	500 lbs	500 lbs
Tote (<300 gal)	1950 lbs	--	--

- Exclude Lab Pack and Light Weight items
- Includes: LF06, STAB06-6, series of codes for INC14, INC15 & WAT16
- Includes: AF17, INC01, INC02, INC16
- All other container sizes are case by case (CBC)

Non-Standard Minimums	
Container Min.	Process Code
\$10	REC05
\$15	REC06
\$25	REC11, REC11-1, REC12, REC16, REC19, REC24, REC42, REC44, REC50, REC55, REC51-3
\$50	REC09, REC09-1
\$100	REC09-2, REC09-2H

**Please note:** The greater of the disposal minimum or \$40 per container will be charged unless quoted otherwise.

Ancillary Charges	Item Code	UOM	Price
<b>Profiling Fees</b>			
<24 Hour URGENT Profile Fee	ADMPRORU	Each	\$171.00
<b>Off Spec &amp; Discrepancy Fees</b>			
Rejection Fee	ADMREJECT	Each	\$85.00
Manifest Discrepancy/Paperwork Error	ADMMAN	Each	\$85.00
Off Spec/Discrepant – Storage Fee	ADMSTOR	Day	\$29.00
<b>Transportation, Labor, and Other Fees</b>			
g-Manifest Administration Fee (per manifest)	ADMANFEE	Each	\$25.00
Pallet Re packing Fee	ADMREPX	EACH	\$450.00
Minimum Invoice Amount	--	Per Invoice	\$350.00
Demurrage, after 1-hour loading	TRADMDEM	Hour	\$145.00
Scheduled Pickup Cancellation	ADMCAN	Each	\$171.00
Repacking/Overpacking Fee	ADMREPK	Each	\$171.00
Overpacking Handling Fee	ADMOVPK	Each	\$57.00