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As filed with the Securities and Exchange Commission on September 24, 2012

Registration No. 333-183641

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

AMENDMENT NO. 1
TO
FORM S-4
REGISTRATION STATEMENT
UNDER
THE SECURITIES ACT OF 1933

CLEAN HARBORS, INC.
(Exact name of Registrant as specified in its charter)
(See table of additional Guarantor Registrants on next page)

Massachusetts	**4953**	**04-2997780**
(State or other jurisdiction of incorporation or organization)	(Primary Standard Industrial Classification Code Number)	(I.R.S. Employer Identification Number)

42 Longwater Drive
Norwell, Massachusetts 02161-9149
(781) 792-5000
(Address, including zip code, and telephone number, including area code, of Registrant's principal executive offices)
(See inside front cover for information regarding Guarantor Registrants.)

C. Michael Malm, Esq.
Davis, Malm & D'Agostine, P.C.
One Boston Place
Boston, Massachusetts 02108
Telephone: (617) 367-2500
Telecopy: (617) 523-6215
(Address, including zip code, and telephone number, including area code, of agent for service of process)

Approximate date of commencement of proposed sale to the public:
As soon as practicable after this Registration Statement becomes effective.

If the securities being registered on this Form are being offered in connection with the formation of a holding company and there is compliance with General Instruction G, check the following box. ☐

If this Form is filed to register additional securities for an offering pursuant to Rule 462(b) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. ☐

If this Form is a post-effective amendment filed pursuant to Rule 462(d) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. ☐

Indicate by check mark whether the Registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See the definitions of "large accelerated filer," accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer ☒	Accelerated filer ☐	Non-accelerated filer ☐ (Do not check if a small reporting company)	Smaller reporting company ☐

If applicable, place an X in the box to designate the appropriate rule provisions relied upon in conducting this transaction:

Exchange Act Rule 13e-4(i) (Cross-Border Issuer Tender Offer) ☐

Exchange Act Rule 14d(d) (Cross-Border Third Party Tender Offer) ☐

The Registrant hereby amends this registration statement on such date or dates as may be necessary to delay its effective date until the Registrant shall file a further amendment which specifically states that this registration statement shall thereafter become effective in accordance with Section 8(a) of the Securities Act of 1933 or until this registration statement shall become effective on such date as the Securities and Exchange Commission, acting pursuant to said Section 8(a), may determine.

Guarantor Registrants

Exact name of Guarantor Registrants as specified in its charter	Jurisdiction of Incorporation or Organization	Primary Standard Industrial Classification Code Numbers	I.R.S. Employer Identification Number
Altair Disposal Services, LLC	Delaware	4953	56-2295310
ARC Advanced Reactors and Columns, LLC	Delaware	4953	26-4260688
Baton Rouge Disposal, LLC	Delaware	4953	56-2295315
Bridgeport Disposal, LLC	Delaware	4953	56-2295319
CH International Holdings, LLC	Delaware	4953	47-0942135
Clean Harbors Andover, LLC	Delaware	4953	56-2295323
Clean Harbors Antioch, LLC	Delaware	4953	02-0646441
Clean Harbors Aragonite, LLC	Delaware	4953	02-0646449
Clean Harbors Arizona, LLC	Delaware	4953	56-2295308
Clean Harbors Baton Rouge, LLC	Delaware	4953	56-2295309
Clean Harbors BDT, LLC	Delaware	4953	56-2295313
Clean Harbors Buttonwillow, LLC	Delaware	4953	56-2295316
Clean Harbors Catalyst Technologies, LLC	Delaware	4953	32-0003075
Clean Harbors Chattanooga, LLC	Delaware	4953	56-2295318
Clean Harbors Clive, LLC	Delaware	4953	56-2295229
Clean Harbors Coffeyville, LLC	Delaware	4953	56-2295320
Clean Harbors Colfax, LLC	Delaware	4953	56-2295321
Clean Harbors Deer Park, LLC	Delaware	4953	48-1263743
Clean Harbors Deer Trail, LLC	Delaware	4953	56-2295327
Clean Harbors Development, LLC	Delaware	4953	30-0471576
Clean Harbors Disposal Services, Inc.	Delaware	4953	04-3667165
Clean Harbors El Dorado, LLC	Delaware	4953	94-3401916
Clean Harbors Environmental Services, Inc.	Massachusetts	4953	04-2698999
Clean Harbors Exploration Services, Inc.	Nevada	4953	84-1713357
Clean Harbors Florida, LLC	Delaware	4953	56-2295283
Clean Harbors Grassy Mountain, LLC	Delaware	4953	56-2295286
Clean Harbors Industrial Services, Inc.	Delaware	4953	52-2339707
Clean Harbors Kansas, LLC	Delaware	4953	56-2295290
Clean Harbors Kingston Facility Corporation	Massachusetts	4953	04-3074299
Clean Harbors LaPorte, LLC.	Delaware	4953	48-1263744
Clean Harbors Laurel, LLC	Delaware	4953	56-2295292
Clean Harbors Lone Mountain, LLC	Delaware	4953	56-2295299
Clean Harbors Lone Star Corp.	Delaware	4953	06-1655334
Clean Harbors Los Angeles, LLC	Delaware	4953	56-2295303
Clean Harbors (Mexico), Inc.	Delaware	4953	56-2294684
Clean Harbors of Baltimore, Inc.	Delaware	4953	23-2091580
Clean Harbors of Braintree, Inc.	Massachusetts	4953	04-2507498
Clean Harbors of Connecticut, Inc.	Delaware	4953	06-1025746
Clean Harbors Pecatonica, LLC	Delaware	4953	56-2295314
Clean Harbors PPM, LLC	Delaware	4953	56-2295269
Clean Harbors Recycling Services of Chicago, LLC	Delaware	4953	36-4599645
Clean Harbors Recycling Services of Ohio, LLC	Delaware	4953	36-4599643
Clean Harbors Reidsville, LLC	Delaware	4953	56-2295199
Clean Harbors San Jose, LLC	Delaware	4953	56-2295202
Clean Harbors Services, Inc.	Massachusetts	4953	06-1287127
Clean Harbors Tennessee, LLC	Delaware	4953	56-2295205

Exact name of Guarantor Registrants as specified in its charter	Jurisdiction of Incorporation or Organization	Primary Standard Industrial Classification Code Numbers	I.R.S. Employer Identification Number
Clean Harbors Westmorland, LLC	Delaware	4953	56-2295208
Clean Harbors White Castle, LLC	Delaware	4953	56-2295210
Clean Harbors Wilmington, LLC	Delaware	4953	13-4335799
Crowley Disposal, LLC	Delaware	4953	06-1655356
Disposal Properties, LLC	Delaware	4953	56-2295213
DuraTherm, Inc.	Delaware	4953	26-1821662
GSX Disposal, LLC	Delaware	4953	56-2295215
Hilliard Disposal, LLC	Delaware	4953	56-2295217
Murphy's Waste Oil Service, Inc.	Massachusetts	4953	04-2490849
Peak Energy Services USA, Inc.	Delaware	4953	98-0429483
Plaquemine Remediation Services, LLC	Delaware	4953	56-2295280
Roebuck Disposal, LLC	Delaware	4953	56-2295219
Sanitherm USA, Inc.	Delaware	4953	68-0678615
Sawyer Disposal Services, LLC	Delaware	4953	56-2295224
Service Chemical, LLC	Delaware	4953	56-2295322
Spring Grove Resource Recovery, Inc.	Delaware	4953	76-0313183
Tulsa Disposal, LLC	Delaware	4953	56-2295227

The address, including zip code, and telephone number, including area code, of the principal executive office of each guarantor registrant listed above is the same as those of the Registrant, Clean Harbors, Inc.

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The information in this prospectus is not complete and may be changed. We may not sell these securities until the registration statement filed with the Securities and Exchange Commission relating to these securities is effective. This prospectus is not an offer to sell these securities and it is not soliciting an offer to buy these securities in any jurisdiction where the offer or sale is not permitted.

Subject to Completion, dated September 24, 2012

PROSPECTUS

$800,000,000

Clean Harbors, Inc.

5.25% Senior Notes due 2020

On July 30, 2012, we issued $800.0 million aggregate principal amount of 5.25% Senior Notes due 2020 (the "old notes") in an unregistered private placement under an indenture dated July 30, 2012.

We are offering to exchange up to $800.0 million aggregate principal amount of 5.25% Senior Notes due 2020 (the "new notes") that we have registered under the Securities Act of 1933 for up to all of the $800.0 million aggregate principal amount of outstanding old notes. This prospectus refers to the new notes and the old notes collectively as the "notes." The old notes are, and the new notes will be, fully and unconditionally and jointly and severally guaranteed by substantially all of our existing and future domestic restricted subsidiaries. The guarantees are, however, subject to customary release provisions under which, in particular, the guarantee of any of our domestic restricted subsidiaries will be released if we sell such subsidiary to an unrelated third party in accordance with the terms of the indenture which governs the notes. Such guarantees of the new notes are securities which have been registered under the Securities Act and are being offered, along with the new notes, by this prospectus in exchange for the old notes and related guarantees.

The Exchange Offer

- We will exchange an equal principal amount of new notes for all old notes that are validly tendered and not validly withdrawn.
- You may withdraw tenders of outstanding old notes at any time prior to the expiration of the exchange offer.
- The exchange offer is subject to the satisfaction of limited, customary conditions.
- The exchange offer will expire at 5:00 p.m., New York City time, on , 2012, unless extended.
- The exchange of old notes for new notes in the exchange offer will not be a taxable event for U.S. federal income tax purposes.
- We will not receive any proceeds from the exchange offer.

The New Notes

- The terms of the new notes are substantially identical to the terms of the old notes for which they may be exchanged pursuant to the exchange offer, except that the new notes are registered under the Securities Act and do not contain transfer restrictions, registration rights or provisions for additional interest under certain circumstances.

See "Risk Factors" beginning on page 9 to read about factors you should consider in connection with the exchange offer.

Each broker-dealer that receives new notes for its own account in exchange for old notes acquired by such broker-dealer as a result of market-making activities or other trading activities must deliver a prospectus in connection with a resale of the new notes and provide us in the letter of transmittal with a signed acknowledgement of this obligation. The letter of transmittal states that by so acknowledging and by delivering a prospectus, any such broker-dealer will not be deemed to admit that it is an "underwriter" within the meaning of the Securities Act. A broker-dealer may use this prospectus, as amended or supplemented from time to time, in connection with any such resale of new notes. We have agreed that for a period of 180 days after the expiration date of the exchange offer, we will make this prospectus available to broker-dealers for use in connection with any such resale of new notes. See "Plan of Distribution."

Neither the Securities and Exchange Commission nor any state securities commission has approved or disapproved of the new notes or determined if this prospectus is truthful or complete. Any representation to the contrary is a criminal offense.

The date of this prospectus is , 2012.

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In this prospectus, unless the context otherwise requires, "we," "our," "us," "Clean Harbors" or the "Company" refers collectively to Clean Harbors, Inc. and its subsidiaries. In this prospectus, all references to our consolidated financial statements include the respective notes thereto. Unless otherwise specified with respect to certain amounts which are stated in Canadian dollars ("Cdn $"), all dollar amounts in this prospectus are in U.S. dollars ($).

WHERE YOU CAN FIND ADDITIONAL INFORMATION

We file annual, quarterly and current reports, proxy statements and other information with the Securities and Exchange Commission (the "SEC"). Our SEC filings are available to the public over the Internet at the SEC's web site at http://www.sec.gov. Copies of the documents we file with the SEC can be read at the SEC's public reference facility at 100 F Street, N.E., Washington, D.C. 20549. Please call the SEC at 1-800-SEC-0330 for further information on the operation of its public reference facility.

We have filed this prospectus with the SEC as part of a registration statement on Form S-4 under the Securities Act. This prospectus does not contain all of the information set forth in the registration statement because some parts of the registration statement are omitted in accordance with the rules and regulations of the SEC. The registration statement and its exhibits are available for inspection and copying as set forth above.

DOCUMENTS INCORPORATED BY REFERENCE

We are "incorporating by reference" in this prospectus some of the documents we file with the SEC. This means that we can disclose important information to you by referring you to those documents. The information in the documents incorporated by reference is considered to be part of this prospectus. Information in specified documents that we file with the SEC after the date of this prospectus will automatically update and supersede information in this prospectus. We incorporate by reference the documents listed below and any future filings we may make with the SEC under Section 13(a), 13(c), 14 or 15(d) of the Securities Exchange Act of 1934 after the date of filing of the initial registration statement relating to the exchange offer and prior to the termination of any offering of securities offered by this prospectus:

- our Annual Report on Form 10-K for the year ended December 31, 2011 (as Part II Item 7, Part II Item 8, and Part IV Item 15 in such Annual Report were subsequently superseded or modified through our Report on Form 8-K filed on July 16, 2012);

- our Quarterly Reports on Form 10-Q for the quarters ended March 31, 2012 and June 30, 2012;
- our definitive Proxy Statement dated March 23, 2012 for our annual meeting of shareholders held on May 7, 2012; and
- our Reports on Form 8-K (other than the copies of press releases furnished as Exhibits 99.1 to certain of such Reports) filed with the SEC on February 22, 2012, March 2, 2012, May 2, 2012, May 10, 2012, July 16, 2012, July 18, 2012, July 30, 2012, August 8, 2012, August 16, 2012 and August 20, 2012.

Information contained in this prospectus supplements, modifies or supersedes, as applicable, the information contained in earlier-dated documents incorporated by reference. Information contained in later-dated documents incorporated by reference supplements, modifies or supersedes, as applicable, the information contained in this prospectus or in earlier-dated documents incorporated by reference.

We will provide a copy of the documents we incorporate by reference (other than exhibits, unless the exhibit is specifically incorporated by reference into the filing requested), at no cost, to you if you submit a request to us by writing to or telephoning us at the following address or telephone number:

Clean Harbors, Inc.
42 Longwater Drive
Norwell, Massachusetts 02061-9149
Telephone: (781) 792-5100
Attention: Executive Offices

If you would like to request any documents, please do so by no later than , 2012 in order to receive them before the expiration of the exchange offer.

You should rely only on the information contained or incorporated by reference in this prospectus. We have not authorized any other person to provide you with different or additional information. If anyone provides you with different or additional information, you should not rely on it. The information contained or incorporated by reference in this prospectus is accurate only as of the date on the front cover of this prospectus or the date of the document incorporated by reference. Our business, financial condition, results of operations and prospects may have changed since those respective dates. We are not making an offer to exchange the new notes for old notes in any jurisdiction where the offer or exchange is not permitted.

Market and Related Information

We obtained the market and related information used in this prospectus from our own research, surveys or studies conducted by third parties and industry or general publications, such as EI Digest, and other publicly available sources. Industry and general publications and surveys generally state that they have obtained information from sources believed to be reliable. Although we have not independently verified all of the market data and related information contained in this prospectus which we have obtained from third party sources, we believe such data and information is accurate as of the date of this prospectus or the respective earlier dates specified herein.

Forward-Looking Statements

This prospectus includes "forward-looking statements," as defined by federal securities laws, with respect to our financial condition, results of operations and business and our expectations or beliefs concerning future events. Words such as, but not limited to, "believe," "expect," "anticipate," "estimate," "intend," "plan," "targets," "likely," "will," "would," "could" and similar expressions or phrases identify forward-looking statements. Such statements may include, but are not limited to,

statements about future financial and operating results, the Company's plans, objectives, expectations and intentions and other statements that are not historical facts.

All forward-looking statements involve risks and uncertainties. Many risks and uncertainties are inherent in the environmental, industrial and energy services industries. Others are more specific to our operations. The occurrence of the events described, and the achievement of the expected results, depend on many events, some or all of which are not predictable or within our control. Actual results may differ materially from expected results.

Factors that may cause actual results to differ from expected results include, among others:

- our ability to manage the significant environmental liabilities that we assumed in connection with prior acquisitions and may assume in connection with future acquisitions;
- the availability and costs of liability insurance and financial assurance required by governmental entities related to our facilities;
- general conditions in the oil and gas industries, particularly in the Alberta oil sands and other parts of Western Canada;
- our ability to integrate into our operations the operations of the companies we have recently acquired and may acquire in the future;
- the possibility that the expected synergies from our recent acquisitions and any future acquisitions will not be fully realized;
- exposure to unknown liabilities in connection with acquisitions;
- the extent to which our major customers commit to and schedule major projects;
- the unpredictability of emergency response events that may require cleanup and other services by us for uncertain durations of time;
- our future cash flow and earnings;
- our ability to meet our debt obligations;
- our ability to increase our market share;
- the effects of general economic conditions in the United States, Canada and other territories and countries where we conduct business;
- the effect of economic forces and competition in specific marketplaces where we compete;
- the possible impact of new regulations or laws pertaining to all activities of our operations;
- the outcome of litigation or threatened litigation or regulatory actions;
- the effect of commodity pricing on our overall revenues and profitability;
- possible fluctuations in quarterly or annual results or adverse impacts on our results caused by the adoption of new accounting standards or interpretations or regulatory rules and regulations;
- the effect of weather conditions or other aspects of the forces of nature on field or facility operations;
- the effects of industry trends in the environmental, energy and industrial services marketplaces; and
- the effects of conditions in the financial services industry on the availability of capital and financing.

All future written and verbal forward-looking statements attributable to us or any person acting on our behalf are expressly qualified in their entirety by the cautionary statements contained or referred to above. We undertake no obligation, and specifically decline any obligation, to publicly update or revise any forward-looking statements, whether as a result of new information, future events or otherwise. In light of these risks, uncertainties and assumptions, the forward-looking events discussed in this prospectus might not occur.

See "Risk Factors" in this prospectus for a more complete discussion of these risks and uncertainties and for other risks and uncertainties. These factors and the other risk factors described in this prospectus are not necessarily all of the important factors that could cause actual results to differ materially from those expressed in any of our forward-looking statements and other unknown or unpredictable factors also could harm our results. Consequently, actual results or developments anticipated by us may not be realized and, even if substantially realized, they may not have the expected consequences to, or effects on, us. Given these uncertainties, prospective investors are cautioned not to place undue reliance on such forward-looking statements.

SUMMARY

This summary highlights information contained elsewhere in this prospectus, is not complete and does not contain all of the information that may be important to you. We urge you to read this entire prospectus carefully, including the "Risk Factors" section and the consolidated financial statements and related notes incorporated by reference herein.

Our Company

We are a leading provider of environmental, energy and industrial services throughout North America. We serve over 60,000 customers, including a majority of Fortune 500 companies, thousands of smaller private entities and numerous federal, state, provincial and local governmental agencies. We have more than 200 locations, including over 50 waste management facilities, throughout North America in 37 U.S. states, seven Canadian provinces, Mexico and Puerto Rico.

The wastes that we handle include materials that are classified as "hazardous" because of their unique properties, as well as other materials subject to federal and state environmental regulation. We provide final treatment and disposal services designed to manage hazardous and non-hazardous wastes which cannot be economically recycled or reused. We transport, treat and dispose of industrial wastes for commercial and industrial customers, health care providers, educational and research organizations, other environmental services companies and governmental entities. We also provide industrial maintenance and production, lodging, and exploration services to the oil and gas, pulp and paper, manufacturing and power generation industries throughout North America.

Our Services

We report our business in four operating segments, consisting of:

- **Technical Services**—provides a broad range of hazardous material management services including the packaging, collection, transportation, treatment and disposal of hazardous and non-hazardous waste at Company owned incineration, landfill, wastewater, and other treatment facilities.

- **Field Services**—provides a wide variety of environmental cleanup services on customer sites or other locations on a scheduled or emergency response basis including tank cleaning, decontamination, remediation, and spill cleanup.

- **Industrial Services**—provides industrial and specialty services, such as high-pressure and chemical cleaning, catalyst handling, decoking, materials handling and industrial lodging services to refineries, oil sands facilities, pulp and paper mills, and other industrial facilities.

- **Oil and Gas Field Services**—provides fluid handling, fluid hauling, downhole servicing, surface rentals, exploration mapping and directional boring services to the energy sector serving oil and gas exploration, production, and power generation.

Technical Services and Field Services are included as part of Clean Harbors Environmental Services, and Industrial Services and Oil and Gas Field Services are included as part of Clean Harbors Energy and Industrial Services.

The Environmental Services Industry

According to industry reports, the hazardous waste disposal market in North America generates total revenues in excess of $2.0 billion per year. We also service the much larger industrial maintenance market. The $2.0 billion estimate does not include the industrial maintenance market, except to the extent that the costs of disposal of hazardous wastes generated as a result of industrial maintenance are

included. The largest generators of hazardous waste materials are companies in the chemical, petrochemical, primary metals, paper, furniture, aerospace and pharmaceutical industries.

The hazardous waste management industry was "created" in 1976 with the passage of the Resource Conservation and Recovery Act, or "RCRA." RCRA requires waste generators to distinguish between "hazardous" and "non-hazardous" wastes, and to treat, store and dispose of hazardous waste in accordance with specific regulations. This new regulatory environment, combined with strong economic growth, increased corporate concern about environmental liabilities, and the early stage nature of the hazardous waste management industry contributed initially to rapid growth in the industry. However, by the mid to late 1990s, the hazardous waste management industry was characterized by overcapacity, minimal regulatory advances and pricing pressure. Since 2001, over one-third of all North American commercial incineration capacity has been eliminated, and we believe that competition has been reduced through consolidation and that new regulations have increased the overall barriers to entry.

The collection and disposal of solid and hazardous wastes are subject to local, state, provincial and federal requirements and regulations, which regulate health, safety, the environment, zoning and land use. Among these regulations in the United States is the Comprehensive Environmental Response, Compensation and Liability Act of 1980, or "CERCLA," which holds generators and transporters of hazardous substances, as well as past and present owners and operators of sites where there has been a hazardous release, strictly, jointly and severally liable for environmental cleanup costs resulting from the release or threatened release of hazardous substances. Canadian companies are regulated under similar regulations, but the responsibility and liability associated with the waste passes from the generator to the transporter or receiver of the waste, in contrast to provisions of CERCLA.

Recent Developments

Refinancing of 2016 Notes

On July 13, 2012, we redeemed $30.0 million principal amount of the $520.0 million principal amount of our 7.625% senior secured notes (the "2016 notes") which were outstanding on June 30, 2012 in accordance with the terms of the 2016 notes. On July 16, 2012, we commenced a tender offer to purchase any and all of the $490.0 million aggregate principal amount of 2016 notes which remained outstanding following such partial redemption. On July 30, 2012, we purchased the $339.1 million principal amount of 2016 notes which had been tendered on or prior to 5:00 p.m., New York City time, on July 27, 2012, and called for redemption on August 15, 2012 the $150.9 million principal amount of 2016 notes which had not by then been tendered. We financed that purchase and call for redemption of 2016 notes through a private placement of $800.0 million aggregate principal amount of 5.25% senior unsecured notes due 2020 (the "old notes" as defined in this prospectus) which we also completed on July 30, 2012. We intend to use the approximately $262.8 million of remaining net proceeds from such private placement to finance potential future acquisitions and for general corporate purposes.

In connection with the tender offer and redemption of the 2016 notes described above, we will record an aggregate $26.4 million loss on early extinguishment of debt, which consists of $21.1 million of purchase, consent and redemption fees and non-cash expenses of $5.3 million, of which $8.8 million related to unamortized financing costs offset partially by $3.5 million of unamortized net premium.

The Exchange Offer

Background	On July 30, 2012, we completed a private placement of the old notes. In connection with that private placement, we entered into a registration rights agreement with Goldman Sachs & Co., the initial purchaser of the old notes, in which we agreed to deliver this prospectus to you and to make the exchange offer.
The Exchange Offer	We are offering to exchange up to $800.0 million aggregate principal amount of our new notes which have been registered under the Securities Act for up to all of the $800.0 million aggregate principal amount of our old notes. You may tender old notes only in integral multiples of $1,000 principal amount.
Resale of New Notes	Based on interpretive letters of the SEC staff to third parties, we believe that you may resell and transfer the new notes issued pursuant to the exchange offer in exchange for old notes without compliance with the registration and prospectus delivery provisions of the Securities Act if: • you are acquiring the new notes in the ordinary course of your business for investment purposes; • you have no arrangement or understanding with any person to participate in the distribution of the new notes; and • you are not our affiliate as defined under Rule 405 under the Securities Act. If you fail to satisfy any of these conditions, you must comply with the registration and prospectus delivery requirements of the Securities Act in connection with a resale of the new notes. Broker-dealers that acquired old notes directly from us, but not as a result of market-making activities or other trading activities, must comply with the registration and prospectus delivery requirements of the Securities Act in connection with a resale of the new notes. Each broker-dealer that receives new notes for its own account pursuant to the exchange offer in exchange for old notes that it acquired as a result of market-making or other trading activities must deliver a prospectus in connection with any resale of the new notes and provide us with a signed acknowledgement of this obligation.
Transfer Restrictions	The new notes have been registered under the Securities Act and generally will be freely transferable. We do not intend to list the notes on any securities exchange.

Limited Market	The new notes will be newly issued securities for which there is currently no market. Although the initial purchaser of the old notes has informed us that it intends to make a market in the new notes, it is not obligated to do so and may discontinue market-making at any time without notice. Accordingly, a liquid market for the new notes may not develop or be maintained.
Consequences If You Do Not Exchange Your Old Notes	Old notes that are not tendered in the exchange offer or are not accepted for exchange will continue to bear legends restricting their transfer. You will not be able to offer or sell the old notes unless: • an exemption from the requirements of the Securities Act is available to you; • we register the resale of old notes under the Securities Act; or • the transaction requires neither an exemption from nor registration under the requirements of the Securities Act. After the completion of the exchange offer, we will no longer have an obligation to register the old notes, except in limited circumstances.
Expiration Date	5:00 p.m., New York City time, on , 2012 unless we extend the exchange offer.
Conditions to the Exchange Offer	The exchange offer is subject to limited, customary conditions, which we may waive.
Procedures for Tendering Old Notes	If you wish to accept the exchange offer, you must deliver to the exchange agent: • either a completed and signed letter of transmittal or, for old notes tendered electronically, an agent's message from The Depository Trust Company, which we refer to as "DTC," stating that the tendering participant agrees to be bound by the letter of transmittal and the terms of the exchange offer; • your old notes, either by tendering them in physical form or by timely confirmation of book-entry transfer through DTC; and • all other documents required by the letter of transmittal. These actions must be completed before the expiration of the exchange offer. If you hold old notes through DTC, you must comply with its standard procedures for electronic tenders, by which you will agree to be bound by the letter of transmittal.

	By signing, or by agreeing to be bound by the letter of transmittal, you will be representing to us that: • you will be acquiring the new notes in the ordinary course of your business; • you have no arrangement or understanding with any person to participate in the distribution of the new notes; and • you are not our affiliate as defined under Rule 405 under the Securities Act. See "The Exchange Offer—Procedures for Tendering."
Guaranteed Delivery Procedures for Tendering Old Notes	If you cannot meet the expiration deadline or you cannot deliver your old notes, the letter of transmittal or any other documentation to comply with the applicable procedures under DTC standard operating procedures for electronic tenders in a timely fashion, you may tender your notes according to the guaranteed delivery procedures set forth under "The Exchange Offer—Guaranteed Delivery Procedures."
Special Procedures for Beneficial Holders	If you beneficially own old notes which are registered in the name of a broker, dealer, commercial bank, trust company or other nominee and you wish to tender in the exchange offer, you should contact that registered holder promptly and instruct that person to tender on your behalf. If you wish to tender in the exchange offer on your own behalf, you must, prior to completing and executing the letter of transmittal and delivering your old notes, either arrange to have the old notes registered in your name or obtain a properly completed bond power from the registered holder. The transfer of registered ownership may take considerable time.
Withdrawal Rights	You may withdraw your tender of old notes at any time before the exchange offer expires.
Tax Consequences	The exchange pursuant to the exchange offer will not be a taxable event for U.S. federal income tax purposes. See "United States Federal Income and Estate Tax Considerations."
Use of Proceeds	We will not receive any proceeds from the exchange or the issuance of new notes in connection with the exchange offer.
Exchange Agent	U.S. Bank National Association is serving as exchange agent in connection with the exchange offer. The address and telephone number of the exchange agent are set forth under "The Exchange Offer—Exchange Agent."

Summary Description of the New Notes

The old notes are, and the new notes will be, governed by an indenture among Clean Harbors, Inc., as the issuer, the guarantors party thereto and U.S. Bank National Association, as trustee. The following is a summary of certain terms of the indenture and the notes and is qualified in its entirety by the more detailed information contained under the heading "Description of the Notes" elsewhere in this prospectus. Furthermore, certain descriptions in this prospectus of provisions of the indenture are summaries of such provisions and are qualified by reference to the indenture.

The form and terms of the new notes are substantially identical to the form and terms of the old notes, except that:

- we have registered the new notes under the Securities Act and the new notes will therefore not bear legends restricting their transfer;
- the new notes will have a different CUSIP number than the old notes; and
- specified rights under the registration rights agreement, including the provisions providing for registration rights and the payment of additional interest on the old notes in specified circumstances, will be limited or eliminated.

The new notes will evidence the same debt as the old notes and will rank equally with the old notes. The same indenture will govern both the old notes and the new notes. This prospectus refers to the old notes and the new notes collectively as the "notes."

Issuer	Clean Harbors, Inc. (the "Issuer").
New Notes Offered	$800,000,000 aggregate principal amount of 5.25% Senior Notes due 2020.
Maturity Date	August 1, 2020.
Interest Payments	Interest on the notes is payable semi-annually in arrears on February 1 and August 1 of each year, commending on February 1, 2013.
Guarantees	The old notes are, and the new notes will be, fully and unconditionally and jointly and severally guaranteed on a senior unsecured basis by substantially all of our existing and future domestic subsidiaries. The guarantees are, however, subject to customary release provisions under which, in particular, the guarantee of any of our domestic restricted subsidiaries will be released if we sell such subsidiary to an unrelated third party in accordance with the terms of the indenture which governs the notes. The old notes are not, and the new notes will not be, guaranteed by our Canadian and other foreign subsidiaries.

Ranking	The old notes are, and the new notes will be, our and the guarantors' unsecured senior obligations. The old notes and the new notes rank equally with our and the guarantors' existing and future senior obligations and will rank senior to any future indebtedness that is specifically subordinated to the notes and the guarantees. The notes are effectively subordinated to all of our and our subsidiaries' secured indebtedness to the extent of the value of the assets securing such debt. The notes are also structurally subordinated to all indebtedness and other liabilities, including trade payables, of our subsidiaries that are not guarantors of the notes. As of June 30, 2012, we and our guarantor subsidiaries had no outstanding loans under our revolving credit facility, but we then had $86.5 million of outstanding letters of credit and $10.8 million of capital lease obligations. The notes and the guarantees rank effectively junior to debt (including loans and reimbursement obligations in respect of outstanding letters of credit) under our revolving credit agreement and our capital lease obligations to the extent of the value of the assets securing such secured debt. Furthermore, our non-guarantor subsidiaries had as of June 30, 2012 approximately $167.4 million of total liabilities (excluding intercompany liabilities and debt). The notes and the guarantees rank structurally junior to those obligations of our non-guarantor subsidiaries.
Optional Redemption	We may redeem some or all of the notes at any time on or after August 1, 2016, at the redemption prices described in "Description of the Notes—Redemption—Optional Redemption," plus accrued and unpaid interest to the date of redemption. At any time prior to August 1, 2016, we may also redeem some or all of the notes at a price equal to 100% of the principal amount thereof plus the make-whole premium described under "Description of the Notes—Redemption—Optional Redemption." At any time prior to August 1, 2016, we may also redeem up to 35% of the aggregate principal amount of all notes issued under the indenture with the net proceeds of certain equity offerings at a redemption price equal to 105.250% of the principal amount of the notes plus accrued and unpaid interest to the date of redemption. We may make that redemption only if, after the redemption, at least 65% of the aggregate principal amount of all notes issued under the indenture remains outstanding.
Change of Control	If we experience a Change of Control (as defined under "Description of the Notes—Certain Covenants—Change of Control"), we will be required to make an offer to repurchase the notes at a price equal to 101% of the principal amount thereof, plus accrued and unpaid interest to the date of repurchase.

Certain Covenants	The indenture governing the notes restricts our ability and the ability of our restricted subsidiaries to, among other things: • incur or guarantee additional indebtedness (including, for this purpose, reimbursement obligations under letters of credit) or issue certain preferred stock; • pay dividends or make other distributions to our stockholders; • purchase or redeem capital stock or subordinated indebtedness; • make investments; • create liens; • incur restrictions on the ability of our restricted subsidiaries to pay dividends or make other payments to us; • sell assets, including capital stock of our subsidiaries; • consolidate or merge with or into other companies or transfer all or substantially all of our assets; and • engage in transactions with affiliates. These covenants are subject to a number of important qualifications and exceptions. See "Description of the Notes—Certain Covenants." If the notes attain investment grade ratings, then our and our restricted subsidiaries' obligation to comply with many of the covenants will be suspended while such investment grade ratings remain in effect. See "Description of the Notes—Certain Covenants—Suspension of Covenants."

RISK FACTORS

Before you tender your old notes, you should be aware that there are various risks involved in an investment in the notes, including those we describe below. You should consider carefully these risk factors together with all of the information included or referred to in this prospectus before you decide to tender your old notes in this exchange offer.

Risks Related to the Exchange Offer and the Notes

If you fail to exchange your old notes in accordance with the terms described in this prospectus, you may not be able to sell your old notes.

Old notes which you do not tender or we do not accept will, following the exchange offer, continue to be restricted securities. You may not offer or sell untendered old notes except pursuant to an exemption from, or in a transaction not subject to, the Securities Act and applicable state securities laws. We will issue new notes in exchange for your old notes pursuant to the exchange offer only if you satisfy the procedures and conditions described in this prospectus. These procedures and conditions include timely receipt by the exchange agent of your old notes and a properly completed and duly executed letter of transmittal.

Because we anticipate that most holders of old notes will elect to exchange their old notes, the market for any old notes remaining after the completion of the exchange offer will likely be adversely affected. Any old notes tendered and exchanged in the exchange offer will reduce the aggregate principal amount of the old notes outstanding. Following the exchange offer, if you did not tender your old notes, you generally will not have any further registration rights and your old notes will continue to be subject to transfer restrictions. Accordingly, you may not be able to sell your old notes.

Even if you accept the exchange offer, you may not be able to sell your new notes in the future at favorable prices.

There has been no public market for the old notes. Despite our registration of the new notes that we are offering in the exchange offer:

- the initial purchaser of the old notes is not obligated to make a market in the new notes and any such market-making may be discontinued at any time at the sole discretion of the initial purchaser; and
- no significant market for the new notes may develop.

The liquidity of, and trading market for, the new notes may also be adversely affected by, among other things:

- prevailing interest rates;
- our operating performance and financial condition;
- the interest of securities dealers in making a market; and
- the market for similar securities.

A real or perceived economic downturn or higher interest rates could therefore cause a decline in the market price of the notes and thereby negatively impact the market for the notes. Because the notes may be thinly traded, it may be more difficult to sell and accurately value the notes. In addition, as has recently been evident in the current turmoil in the global financial markets, the present economic slowdown and the uncertainty over its breadth, depth and duration, the entire high-yield bond market can experience sudden and sharp price swings, which can be exacerbated by large or sustained sales by major investors in the notes, a high-profile default by another issuer, or a change in

the market's psychology regarding high-yield notes. Moreover, if one of the major rating agencies were to lower its credit rating of the notes, the market price of the notes would likely decline.

Our substantial levels of outstanding debt and letters of credit could adversely affect our financial condition and ability to fulfill our obligations.

As of June 30, 2012, on an adjusted basis after giving effect to the issuance of the old notes and the discharge of all of our 2016 notes which were outstanding on that date, we and our guarantor subsidiaries had outstanding $800.0 million aggregate principal amount of notes, $10.8 million of capital lease obligations, no revolving loans, and $86.5 million of letters of credit. Our substantial levels of outstanding debt and letters of credit may:

- adversely impact our ability to obtain additional financing in the future for working capital, capital expenditures, acquisitions or other general corporate purposes or to repurchase the notes from holders upon any change of control;
- require us to dedicate a substantial portion of our cash flow to the payment of interest on our debt and fees on our letters of credit, which reduces the availability of our cash flow to fund working capital, capital expenditures, acquisitions and other general corporate purposes;
- subject us to the risk of increased sensitivity to interest rate increases based upon variable interest rates, including our borrowings (if any) under our revolving credit facility;
- increase the possibility of an event of default under the financial and operating covenants contained in our debt instruments; and
- limit our ability to adjust to rapidly changing market conditions, reduce our ability to withstand competitive pressures and make us more vulnerable to a downturn in general economic conditions of our business than our competitors with less debt.

Our ability to make scheduled payments of principal or interest with respect to our debt, including the notes, any revolving loans and our capital leases, and to pay fee obligations with respect to our letters of credit, will depend on our ability to generate cash and on our future financial results. Our ability to generate cash depends on, among other things, the demand for our services, which is subject to market conditions in the environmental, energy and industrial services industries, the occurrence of events requiring major remedial projects, changes in government environmental regulation, general economic conditions, and financial, competitive, regulatory and other factors affecting our operations, many of which are beyond our control. Our operations may not generate sufficient cash flow, and future borrowings may not be available under our revolving credit facility or otherwise, in an amount sufficient to enable us to pay our debt and fee obligations respecting our letters of credit, or to fund our other liquidity needs. If we are unable to generate sufficient cash flow from operations in the future to service our debt and letter of credit fee obligations, we might be required to refinance all or a portion of our existing debt and letter of credit facilities or to obtain new or additional such facilities. However, we might not be able to obtain any such new or additional facilities on favorable terms or at all.

Despite our substantial levels of outstanding debt and letters of credit, we could incur substantially more debt and letter of credit obligations in the future.

Although our revolving credit agreement and the indenture governing the notes contain restrictions on the incurrence of additional indebtedness (including, for this purpose, reimbursement obligations under outstanding letters of credit), these restrictions are subject to a number of qualifications and exceptions and the additional amount of indebtedness which we might incur in the future in compliance with these restrictions could be substantial. In particular, we had available at June 30, 2012, up to an additional approximately $163.5 million for purposes of additional borrowings and letters of credit. The

indenture governing the notes also allows us to borrow significant amounts of money from other sources. These restrictions would also not prevent us from incurring obligations (such as operating leases) that do not constitute "indebtedness" as defined in the relevant agreements. To the extent we incur in the future additional debt and letter of credit obligations, the related risks will increase.

The covenants in our debt agreements restrict our ability to operate our business and might lead to a default under our debt agreements.

Our revolving credit agreement and the indenture governing our notes limit, among other things, our ability and the ability of our restricted subsidiaries to:

- incur or guarantee additional indebtedness (including, for this purpose, reimbursement obligations under letters of credit) or issue preferred stock;
- pay dividends or make other distributions to our stockholders;
- purchase or redeem capital stock or subordinated indebtedness;
- make investments;
- create liens;
- incur restrictions on the ability of our restricted subsidiaries to pay dividends or make other payments to us;
- sell assets, including capital stock of our subsidiaries;
- consolidate or merge with or into other companies or transfer all or substantially all of our assets; and
- engage in transactions with affiliates.

As a result of these covenants, we may not be able to respond to changes in business and economic conditions and to obtain additional financing, if needed, and we may be prevented from engaging in transactions that might otherwise be beneficial to us. Our revolving credit facility requires, and our future credit facilities may require, us to maintain under certain circumstances specified financial ratios and satisfy certain financial condition tests. Our ability to meet these financial ratios and tests can be affected by events beyond our control, and we may not be able to meet those tests. The breach of any of these covenants could result in a default under our revolving credit facility or future credit facilities. Upon the occurrence of an event of default, the lenders could elect to declare all amounts outstanding under such credit facilities, including accrued interest or other obligations, to be immediately due and payable. If amounts outstanding under such credit facilities were to be accelerated, our assets might not be sufficient to repay in full that indebtedness and our other indebtedness, including the notes.

Our revolving credit agreement and the indenture governing our notes also contain cross-default and cross-acceleration provisions. Under these provisions, a default or acceleration under one instrument governing our debt may constitute a default under our other debt instruments that contain cross-default or cross-acceleration provisions, which could result in the related debt and the debt issued under such other instruments becoming immediately due and payable. In such event, we would need to raise funds from alternative sources, which funds might not be available to us on favorable terms, on a timely basis or at all. Alternatively, such a default could require us to sell assets and otherwise curtail operations to pay our creditors. The proceeds of such a sale of assets, or curtailment of operations, might not enable us to pay all of our liabilities.

The notes are structurally subordinated to all debt of our subsidiaries that are not guarantors of the notes and may be effectively subordinated to certain of our and the guarantors' environmental liabilities.

All of our domestic subsidiaries (other than domestic subsidiaries of our foreign subsidiaries) have guaranteed the notes, but our Canadian and other foreign subsidiaries are not guarantors. Furthermore, the guarantees of our domestic restricted subsidiaries are subject to customary release provisions under which, in particular, the guarantee of any of our domestic restricted subsidiaries will be released if we sell such subsidiary to an unrelated third party in accordance with the terms of the indenture which governs the notes. Noteholders will not have any claim as a creditor against our subsidiaries that are not guarantors of the notes. Accordingly, all obligations of our non-guarantor subsidiaries will have to be satisfied before any of the assets of such subsidiaries would be available for distribution, upon a liquidation or otherwise, to us or a guarantor of the notes. The indenture and our revolving credit facility allow us to incur substantial debt at our foreign subsidiaries, all of which would be structurally senior to the notes and the guaranties to the extent of the assets of those foreign subsidiaries. On June 30, 2012, our non-guarantor subsidiaries had approximately $167.4 million of total liabilities (excluding intercompany liabilities and debt) and held approximately 51.0% of our total assets (excluding intercompany receivables), and for the six months ended June 30, 2012, our non-guarantor subsidiaries generated approximately 45.7% of our consolidated revenues. Furthermore, in the event of a bankruptcy or similar proceeding relating to us or the guarantors, our and their existing and future environmental liabilities may effectively rank senior in right of payment to the notes and the guarantees under certain federal and state bankruptcy and environmental laws.

Our obligation to repay the notes will be effectively junior to substantially all of our existing and future secured debt and the existing and future secured debt of our subsidiaries.

The notes are unsecured obligations. The notes rank effectively junior in right of payment to our secured indebtedness, including indebtedness under our revolving credit facility, which is secured by liens on substantially all of our and our domestic subsidiaries' assets and the accounts receivable of our Canadian subsidiaries, and our capital lease obligations. In the event of our bankruptcy, or the bankruptcy of our subsidiaries, holders of any of our or our subsidiaries' secured indebtedness will have claims that are prior to the claims of the noteholders to the extent of the value of the assets securing such secured debt. On June 30, 2012, we had no loans and $86.5 million of letters of credit outstanding under our revolving credit facility and $10.8 million of capital lease obligations. On June 30, 2012, we also had $163.5 million of availability for additional loans and letters of credit under our revolving credit facility.

If we defaulted on our obligations under any of our secured debt, our secured lenders could proceed against the collateral granted to them to secure that indebtedness. If any secured debt were to be accelerated, there can be no assurance that our assets would be sufficient to repay in full that indebtedness or our other idebt, including the notes. In addition, upon any distribution of assets pursuant to any liquidation, insolvency, dissolution, reorganization or similar proceeding, the holders of secured indebtedness will be entitled to receive payment in full from the proceeds of the collateral securing our secured indebtedness before the holders of the notes will be entitled to receive any payment with respect thereto. As a result, the holders of the notes may recover proportionally less than the holders of secured indebtedness.

A court could subordinate or void the obligations under our subsidiaries' guarantees.

Under the U.S. federal bankruptcy laws and comparable provisions of state fraudulent conveyance laws, a court could void obligations under the guarantees by our subsidiaries, subordinate those

obligations to other obligations of the Guarantors or require you to repay any payments made pursuant to the guarantees, if:

(1) fair consideration or reasonably equivalent value was not received in exchange for the obligation; and

(2) at the time the obligation was incurred, the obligor:

- was insolvent or rendered insolvent by reason of the obligation;
- was engaged in a business or transaction for which its remaining assets constituted unreasonably small capital; or
- intended to incur, or believed that it would incur, debts beyond its ability to pay them as the debts matured.

The measure of insolvency for these purposes will depend upon the law of the jurisdiction being applied. Generally, however, a company will be considered insolvent if:

- the sum of its debts, including contingent liabilities, is greater than the saleable value of all of its assets at a fair valuation;
- the present fair saleable value of its assets is less than the amount that would be required to pay its probable liability on its existing debts, including contingent liabilities, as they become absolute and matured; or
- it could not pay its debts as they become due.

Moreover, regardless of solvency, a court might void the guarantees, or subordinate the guarantees, if it determined that the transaction was made with intent to hinder, delay or defraud creditors.

Each guarantee by our subsidiaries contains a provision intended to limit the Guarantor's liability to the maximum amount that it could incur without causing the incurrence of obligations under its guarantee to be a fraudulent transfer. This provision, however, may not be effective to protect the guarantees by our subsidiaries from attack under fraudulent transfer law or may reduce the Guarantor's obligations to an amount that effectively makes the subsidiary guarantee worthless. In a recent Florida bankruptcy case, this kind of provision was found ineffective to protect the guarantees. If one or more of the guarantees were voided or subordinated, after providing for all prior claims, there might not be sufficient assets remaining to satisfy the claims of the holders of the notes.

The indenture requires that substantially all of our future domestic subsidiaries also must guarantee the notes in the future. These considerations will also apply to any such guarantees.

We may not have the ability to repurchase the notes upon a change of control as required by the indenture.

Upon the occurrence of a change of control (as defined in the indenture), the indenture requires us to offer to purchase all of the then outstanding notes at 101% of their principal amount plus accrued and unpaid interest to the date of repurchase. However, upon such a change of control, we may not have sufficient funds available to repurchase all of the notes tendered pursuant to this requirement. In addition, our revolving credit facility limits, and our future credit facilities may limit, our ability to repurchase any of the notes unless certain requirements are satisfied or the lenders thereunder consent. Our failure to repurchase the notes would be a default under the indenture, which would, in turn, be a default under our revolving credit facility and, potentially, other debt. If any debt were to be accelerated, we may be unable to repay these amounts and make the required repurchase of the notes. See "Description of the Notes—Certain Covenants—Change of Control."

The market valuation of the notes may be exposed to substantial volatility.

A real or perceived economic downturn or higher interest rates could cause a decline in the market price of the notes and thereby negatively impact the market for the notes. Because the notes may be thinly traded, it may be more difficult to sell and accurately value the notes. In addition, as has recently been evident in the global financial markets, the economic slowdown and the uncertainty over its breadth, depth and duration, the entire high-yield bond market can experience sudden and sharp price swings, which can be exacerbated by large or sustained sales by major investors in the notes, a high-profile default by another issuer, or a change in the market's psychology regarding high-yield notes. Moreover, if one of the major rating corporations were to lower its credit rating of the notes, the market price of the notes would likely decline.

There is no established trading market for the notes. If an actual trading market does not develop for the notes, you may not be able to resell them quickly for the price that you paid or at all.

There is no established trading market for the notes and we do not intend to apply for the notes to be listed on any securities exchange or to arrange for any quotation on any automated dealer quotation systems. The initial purchaser has advised us that it intends to make a market in the notes, but it is not obligated to do so. The initial purchaser may discontinue any market-making in the notes and at any time, in its sole discretion. As a result, we cannot assure you as to the liquidity of any trading market for the notes. We also cannot assure you that you will be able to sell your notes at a particular time or at all, or that the prices that you receive when you sell them will be favorable. If no active trading market develops, you may not be able to resell your notes at their fair market value, or at all.

The liquidity of, and trading market for, the notes may also be adversely affected by, among other things:

- prevailing interest rates;
- our operating performance and financial condition;
- the interest of securities dealers in making a market; and
- the market for similar securities.

Historically, the market for non-investment grade debt has been subject to disruptions that have caused volatility in prices of securities similar to the notes. It is possible that the market for the notes will be subject to disruptions. Any disruptions may have a negative effect on noteholders, regardless of our prospects and financial performance.

Risks Affecting Both Our Environmental Services and Energy and Industrial Services Businesses

Our businesses are subject to operational and safety risks.

Provision of both environmental services and energy and industrial services to our customers involves risks such as equipment defects, malfunctions and failures, and natural disasters, which could potentially result in releases of hazardous materials, injury or death of our employees, or a need to shut down or reduce operation of our facilities while remedial actions are undertaken. Our employees often work under potentially hazardous conditions. These risks expose us to potential liability for pollution and other environmental damages, personal injury, loss of life, business interruption, and property damage or destruction. We must also maintain a solid safety record in order to remain a preferred supplier to our major customers.

While we seek to minimize our exposure to such risks through comprehensive training programs, vehicle and equipment maintenance programs and insurance, such programs and insurance may not be

adequate to cover all of our potential liabilities and such insurance may not in the future be available at commercially reasonable rates. If we were to incur substantial liabilities in excess of policy limits or at a time when we were not able to obtain adequate liability insurance on commercially reasonable terms, our business, results of operations and financial condition could be adversely affected to a material extent. Furthermore, should our safety record deteriorate, we could be subject to a potential reduction of revenues from our major customers.

Our businesses are subject to significant competition.

We compete with a large number of companies, which range from large public companies to small operators that provide most of the same or similar services to those we offer. The 2008-2010 downturn in economic conditions, particularly with respect to manufacturing and oil and gas exploration and production, caused increased competition for market share. This competition resulted and could further result in lower prices and reduced gross margins for our services and negatively affect our ability to grow or sustain our current revenue and profit levels in the future.

Our businesses are subject to numerous statutory and regulatory requirements, which may increase in the future.

Our businesses are subject to numerous statutory and regulatory requirements, and our ability to continue to hold licenses and permits required for our businesses is subject to maintaining satisfactory compliance with such requirements. These requirements may increase in the future as a result of statutory and regulatory changes. Although we are very committed to compliance and safety, we may not, either now or in the future, be in full compliance at all times with such statutory and regulatory requirements. Consequently, we could be required to incur significant costs to maintain or improve our compliance with such requirements.

Future conditions might require us to make substantial write-downs in our assets, which would adversely affect our balance sheet and results of operations.

Periodically, we review our long-lived tangible and intangible assets other than goodwill for impairment whenever events or changes in circumstances indicate that the carrying value of an asset may not be recoverable. We also test our goodwill assets for impairment at least annually on December 31, or when events or changes in the business environment indicate that the carrying value of a reporting unit may exceed its fair value. At the end of each of 2011, 2010 and 2009, we determined that no asset write-downs were required; however, if conditions in either the environmental services or energy and industrial services businesses were to deteriorate significantly, we could determine that certain of our assets were impaired and we would then be required to write-off all or a portion of our costs for such assets. Any such significant write-offs would adversely affect our balance sheet and results of operations.

Fluctuations in foreign currency exchange rates could affect our financial results.

We earn revenues, pay expenses, own assets and incur liabilities in countries using currencies other than the U.S. dollar. In fiscal 2011, we recorded 42% of our revenues outside of the United States, primarily in Canada. Because our consolidated financial statements are presented in U.S. dollars, we must translate revenues, income and expenses as well as assets and liabilities into U.S. dollars at exchange rates in effect during or at the end of each reporting period. Therefore, increases or decreases in the value of the U.S. dollar against other currencies in countries where we operate will affect our results of operations and the value of balance sheet items denominated in foreign currencies. These risks are non-cash exposures. We manage these risks through normal operating and financing activities. We cannot be certain, however, that we will be successful in reducing the risks inherent in exposures to foreign currency fluctuations.

If we are unable to successfully integrate the businesses and operations of our recent and any future acquisitions and realize synergies in the expected time frame, our future results would be adversely affected.

We have in the past significantly increased the size of our Company and the types of services we offer to our customers through acquisitions. Since December 31, 2008, we have acquired two public companies (Eveready Inc. in July 2009, and Peak Energy Services Ltd. in June 2011) and 11 private companies (including ten private companies acquired since 2009). We anticipate that we will likely make additional acquisitions in the future.

Much of the potential benefit of such completed and potential future acquisitions will depend on our integration of the businesses and operations of the acquired companies into our business and operations through implementation of appropriate management and financial reporting systems and controls. We may experience difficulties in such integration, and the integration process may be costly and time-consuming. Such integration will require the focused attention of both Clean Harbors' and acquired companies' management teams, including a significant commitment of their time and resources. The need for both Clean Harbors' and their managements to focus on integration matters could have a material impact on the revenues and operating results of the combined company. The success of the acquisitions will depend, in part, on the combined company's ability to realize the anticipated benefits from combining the businesses of Clean Harbors and the acquired companies through cost reductions in overhead, greater efficiencies, increased utilization of support facilities and the adoption of mutual best practices. To realize these anticipated benefits, however, the businesses of Clean Harbors and the acquired companies must be successfully combined.

If the combined company is not able to achieve these objectives, the anticipated benefits to us of the acquisitions may not be realized fully or at all or may take longer to realize than expected. It is possible that the integration processes could result in the loss of key employees, as well as the disruption of each company's ongoing business, failure to implement the business plan for the combined company, unanticipated issues in integrating operating, logistics, information, communications and other systems, unanticipated changes in applicable laws and regulations, operating risks inherent in our business or inconsistencies in standards, controls, procedures and policies or other unanticipated issues, expenses and liabilities, any or all of which could adversely affect our ability to maintain relationships with our and the acquired companies' customers and employees or to achieve the anticipated benefits of the acquisitions.

Our acquisitions may expose us to unknown liabilities.

Because we have acquired, and expect to acquire, all the outstanding common shares of most of the companies we have previously acquired or may acquire in the future, our investments in those companies are or will be subject to all of their liabilities other than their respective debts which we paid or will pay at the time of the acquisitions. If there are unknown liabilities or other obligations, including contingent liabilities, our business could be materially affected. We may learn additional information about the acquired companies that adversely affects us, such as unknown liabilities or other issues relating to internal controls over financial reporting, issues that could affect our ability to comply with the Sarbanes-Oxley Act or issues that could affect our ability to comply with other applicable laws.

Risks Particularly Affecting Our Environmental Services Business

We assumed significant environmental liabilities as part of our past acquisitions and may assume additional such liabilities as part of future acquisitions. Our financial condition and results of operations would be adversely affected if we were required to pay such liabilities more rapidly or in greater amounts than we now estimate or may estimate in connection with future acquisitions.

We have accrued environmental liabilities valued as of June 30, 2012, at $167.5 million, substantially all of which we assumed in connection with our acquisitions of substantially all of the

assets of the Chemical Services Division, or "CSD," of Safety-Kleen Corp. in 2002, Teris LLC in 2006, and one of two solvent recycling facilities we purchased from Safety-Kleen Systems, Inc. in 2008. We calculate our environmental liabilities on a present value basis in accordance with generally accepted accounting principles, which take into consideration both the amount of such liabilities and the timing when it is projected that we will be required to pay such liabilities. We anticipate our environmental liabilities will be payable over many years and that cash flows generated from our operations will generally be sufficient to fund the payment of such liabilities when required. However, events not now anticipated (such as future changes in environmental laws and regulations or their enforcement) could require that such payments be made earlier or in greater amounts than now estimated, which could adversely affect our financial condition and results of operations.

We may also assume additional environmental liabilities as part of further acquisitions. Although we will endeavor to accurately estimate and limit environmental liabilities presented by the businesses or facilities to be acquired, some liabilities, including ones that may exist only because of the past operations of an acquired business or facility, may prove to be more difficult or costly to address than we then estimate. It is also possible that government officials responsible for enforcing environmental laws may believe an environmental liability is more significant than we then estimate, or that we will fail to identify or fully appreciate an existing liability before we become legally responsible to address it.

If we are unable to obtain at reasonable cost the insurance, surety bonds, letters of credit, and other forms of financial assurance required for our facilities and operations, our business and results of operations would be adversely affected.

We are required to provide substantial amounts of financial assurance to governmental agencies for closure and post-closure care of our licensed hazardous waste treatment facilities should those facilities cease operation, and we are also occasionally required to post surety, bid and performance bonds in connection with certain projects. As of June 30, 2012, our total estimated closure and post-closure costs requiring financial assurance by regulators were $334.8 million for our U.S. facilities and $22.1 million for our Canadian facilities. We have obtained all of the required financial assurance for our facilities from a qualified insurance company, Zurich Insurance N.A., and its affiliated companies. The closure and post-closure obligations of our U.S. facilities are insured by an insurance policy written by Steadfast Insurance Company (a unit of Zurich Insurance N.A.), which will expire in 2013. Our Canadian facilities utilize surety bonds provided through Zurich Insurance Company (Canada), which expire at various dates throughout 2011. In connection with obtaining such insurance and surety bonds, we have provided to Steadfast Insurance Company $73.5 million of letters of credit which we obtained from our lenders under our revolving credit agreement.

Our ability to continue operating our facilities and conducting our other operations would be adversely affected if we became unable to obtain sufficient insurance, surety bonds, letters of credit and other forms of financial assurance at reasonable cost to meet our regulatory and other business requirements. The availability of insurance, surety bonds, letters of credit and other forms of financial assurance is affected by our insurers', sureties' and lenders' assessment of our risk and by other factors outside of our control such as general conditions in the insurance and credit markets.

The environmental services industry in which we participate is subject to significant economic and business risks.

Our future operating results of our environmental services business may be affected by such factors as our ability to utilize our facilities and workforce profitably in the face of intense price competition, maintain or increase market share in an industry which has experienced significant downsizing and consolidation, realize benefits from cost reduction programs, generate incremental volumes of waste to be handled through our facilities from existing and acquired sales offices and service centers, obtain sufficient volumes of waste at prices which produce revenue sufficient to offset the operating costs of

the facilities, minimize downtime and disruptions of operations, and develop our field services business. In particular, economic downturns or recessionary conditions in North America, and increased outsourcing by North American manufacturers to plants located in countries with lower wage costs and less stringent environmental regulations, have adversely affected and may in the future adversely affect the demand for our services. Our hazardous and industrial waste management business is also cyclical to the extent that it is dependent upon a stream of waste from cyclical industries such as the chemical and petrochemical, primary metals, paper, furniture and aerospace industries. If those cyclical industries slow significantly, the business that we receive from those industries is likely to slow.

A significant portion of our environmental services business depends upon the demand for cleanup of major spills and other remedial projects and regulatory developments over which we have no control.

Our operations are significantly affected by the commencement and completion of cleanup of major spills and other events, customers' decisions to undertake remedial projects, seasonal fluctuations due to weather and budgetary cycles influencing the timing of customers' spending for remedial activities, the timing of regulatory decisions relating to hazardous waste management projects, changes in regulations governing the management of hazardous waste, secular changes in the waste processing industry towards waste minimization and the propensity for delays in the demand for remedial services, and changes in the myriad of governmental regulations governing our diverse operations. We do not control such factors and, as a result, our revenue and income can vary significantly from quarter to quarter, and past financial performance for certain quarters may not be a reliable indicator of future performance for comparable quarters in subsequent years. In particular, our participation in oil spill response efforts in Yellowstone, Montana generated third party revenues for the year ended December 31, 2011 of $43.6 million, which accounted for approximately 2% of total revenues, and our participation in oil spill response efforts in both the Gulf of Mexico and Michigan generated third party revenues for the year ended December 31, 2010 of $253.0 million, which accounted for approximately 15% of total revenues. We cannot expect such event revenue to reoccur in 2012.

The extensive environmental regulations to which we are subject may increase our costs and potential liabilities and limit our ability to expand our facilities.

Our operations and those of others in the environmental services industry are subject to extensive federal, state, provincial and local environmental requirements in both the United States and Canada, including those relating to emissions to air, discharged wastewater, storage, treatment, transport and disposal of regulated materials and cleanup of soil and groundwater contamination. For example, any failure to comply with governmental regulations governing the transport of hazardous materials could negatively impact our ability to collect, process and ultimately dispose of hazardous wastes generated by our customers. While increasing environmental regulation often presents new business opportunities for us, it often also results in increased operating and compliance costs. Efforts to conduct our operations in compliance with all applicable laws and regulations, including environmental rules and regulations, require programs to promote compliance, such as training employees and customers, purchasing health and safety equipment, and in some cases hiring outside consultants and lawyers. Even with these programs, we and other companies in the environmental services industry are routinely faced with governmental enforcement proceedings, which can result in fines or other sanctions and require expenditures for remedial work on waste management facilities and contaminated sites. Certain of these laws impose strict and, under certain circumstances, joint and several liability on current and former owners and operators of facilities that release regulated materials or that generate those materials and arrange for their disposal or treatment at contaminated sites. Such liabilities can relate to required cleanup of releases of regulated materials and related natural resource damages.

From time to time, we have paid fines or penalties in governmental environmental enforcement proceedings, usually involving our waste treatment, storage and disposal facilities. Although none of

these fines or penalties that we have paid in the past has had a material adverse effect upon us, we might in the future be required to make substantial expenditures as a result of governmental proceedings which would have a negative impact on our earnings. Furthermore, regulators have the power to suspend or revoke permits or licenses needed for operation of our plants, equipment, and vehicles based on, among other factors, our compliance record, and customers may decide not to use a particular disposal facility or do business with us because of concerns about our compliance record. Suspension or revocation of permits or licenses would impact our operations and could have a material adverse impact on our financial results. Although we have never had any of our facilities' operating permits revoked, suspended or non-renewed involuntarily, it is possible that such an event could occur in the future.

Some environmental laws and regulations impose liability and responsibility on present and former owners, operators or users of facilities and sites for contamination at such facilities and sites without regard to causation or knowledge of contamination. In the past, practices have resulted in releases of regulated materials at and from certain of our facilities, or the disposal of regulated materials at third party sites, which may require investigation and remediation, and potentially result in claims of personal injury, property damage and damages to natural resources. In addition, we occasionally evaluate various alternatives with respect to our facilities, including possible dispositions or closures. Investigations undertaken in connection with these activities may lead to discoveries of contamination that must be remediated, and closures of facilities might trigger compliance requirements that are not applicable to operating facilities. We are currently conducting remedial activities at certain of our facilities and paying a portion of the remediation costs at certain sites owned by third parties. While, based on available information, we believe these remedial activities will not result in a material effect upon our operations or financial condition, these activities or the discovery of previously unknown conditions could result in material costs.

In addition to the costs of complying with environmental laws and regulations, we incur costs defending against environmental litigation brought by governmental agencies and private parties. We are now, and may in the future be, a defendant in lawsuits brought by parties alleging environmental damage, personal injury, and/or property damage, which may result in our payment of significant amounts of liabilities.

Environmental and land use laws also impact our ability to expand our facilities. In addition, we are required to obtain governmental permits to operate our facilities, including all of our landfills. Even if we were to comply with all applicable environmental laws, there is no guarantee that we would be able to obtain the requisite permits from the applicable governmental authorities, and, even if we could, that any permit (and any existing permits we currently hold) will be extended or modified as needed to fit out business needs.

Future changes in environmental regulations may require us to make significant capital expenditures.

Changes in environmental regulations can require us to make significant capital expenditures for our facilities. For example, in 2002, the United States Environmental Protection Agency, or "EPA," promulgated Interim Standards of the Hazardous Waste Combustor Maximum Achievable Control Technology, or "MACT," under the Federal Clean Air Act Amendments. These standards established new emissions limits and operational controls on all new and existing incinerators, cement kilns and light-weight aggregate kilns that burn hazardous waste-derived fuels. We have spent approximately $29.6 million since September 7, 2002 in order to bring our Deer Park, Texas and Aragonite, Utah incineration facilities, which we then acquired as part of the CSD assets, and our Kimball, Nebraska facility into compliance with the MACT regulations. Prior to our acquisition in August 2006 of our additional incineration facility in El Dorado, Arkansas, as part of our purchase of all the membership interests in Teris LLC, Teris had spent in excess of $30.0 million in order to bring that facility into

compliance with the MACT standards. Future environmental regulations could cause us to make significant additional capital expenditures and adversely affect our results of operations and cash flow.

If our assumptions relating to expansion of our landfills should prove inaccurate, our results of operations and cash flow could be adversely affected.

When we include expansion airspace in our calculation of available airspace, we adjust our landfill liabilities to the present value of projected costs for cell closure and landfill closure and post-closure. It is possible that any of our estimates or assumptions could ultimately turn out to be significantly different from actual results. In some cases we may be unsuccessful in obtaining an expansion permit or we may determine that an expansion permit that we previously thought was probable has become unlikely. To the extent that such estimates, or the assumptions used to make those estimates, prove to be significantly different than actual results, or our belief that we will receive an expansion permit changes adversely in a significant manner, the landfill assets, including the assets incurred in the pursuit of the expansion, may be subject to impairment testing and lower prospective profitability may result due to increased interest accretion and depreciation or asset impairments related to the removal of previously included expansion airspace. In addition, if our assumptions concerning the expansion airspace should prove inaccurate, certain of our cash expenditures for closure of landfills could be accelerated and adversely affect our results of operations and cash flow.

Risks Particularly Affecting Our Energy and Industrial Services Business

A large portion of our energy and industrial services business is dependent on the oil and gas industry in Western Canada, and declines in oil and gas exploration and production in that region could adversely affect our business.

Our energy and industrial services business generates well over 50% of its total revenues from customers in the oil and gas industry operating in Western Canada, although a majority of the services we provide to such customers relate to industrial maintenance and oil and gas production and refining which are less volatile than oil and gas exploration. We also provide significant services to customers in the oil and gas industry operating in the United States or internationally and to customers in other industries such as forestry, mining and manufacturing. However, a major portion of the total revenues of our energy and industrial services business remains dependent on customers in the oil and gas industry operating in Western Canada.

Accordingly, declines in the general level of oil and gas exploration, production and refining in Western Canada could potentially have significant adverse effects on our total revenues and profitability. Such declines occurred in 2008-2009 and could potentially occur in the future if reductions in the commodity prices of oil and gas result in reduced oil and gas exploration, production and refining. Such future declines could also be triggered by technological and regulatory changes, such as those affecting the availability and cost of alternative energy sources, and other changes in industry and worldwide economic and political conditions.

Many of our major customers in the oil and gas industry conduct a significant portion of their operations in the Alberta oil sands. The Alberta oil sands contain large oil deposits, but extraction may involve significantly greater cost and environmental concerns than conventional drilling. While we believe our major involvement in the oil sands region will provide significant future growth opportunities, such involvement also increases the risk that our business will be adversely affected if future economic activity in the Alberta oil sands were to decline considerably. Major factors that could cause such a decline might include a prolonged reduction in the commodity price of oil, future changes in environmental restrictions and regulations, and technological and regulatory changes relating to production of oil from the oil sands. Due to the downturn in worldwide economic conditions and in the commodity price of oil and gas which occurred in 2008-2009, certain of our customers have delayed a

number of large projects in the planning and early development phases within the oil sands region. In addition, customers are revisiting their operating budgets and challenging their suppliers to reduce costs and achieve better efficiencies in their work programs.

Our energy and industrial services business is subject to workforce availability.

Our ability to provide high quality services to our customers is dependent upon our ability to attract and retain well-trained, experienced employees. Prior to 2008, the oil and gas services industry in Western Canada experienced for several years high demand for, and a corresponding shortage of, quality employees resulting, in particular, in employment of a significant number of employees from Eastern Canada on a temporary basis. Although the 2008-2009 downturn in the oil and gas industry increased the pool of quality employees available to meet our customer commitments, the subsequent improvement during 2010 - 2011 of conditions in the oil and gas industry has increased, and any such improvement which may occur in the future would likely increase, competition for experienced employees.

USE OF PROCEEDS

We will not receive any proceeds from the exchange offer. In consideration for issuing the new notes, we will receive old notes from you in like principal amount. The old notes surrendered in exchange for the new notes will be retired and canceled and cannot be reissued. Accordingly, issuance of the new notes will not result in any change in our indebtedness.

RATIO OF EARNINGS TO FIXED CHARGES

The following table sets forth our consolidated ratios of earnings to fixed charges for the periods shown.

	Six Months Ended June 30,		Year Ended December 31,				
	2012	2011	2011	2010	2009	2008	2007
Ratio of earnings to fixed charges(1)	4.1x	4.7x	5.0x	6.2x	3.6x	6.0x	4.1x

(1) For purposes of calculating the earnings to fixed charges, earnings consist of income from operations before income tax plus fixed charges. Fixed charges consist of interest expense, including capitalized interest, amortization of debt issuance costs and a portion of the operating lease rental expense deemed to be representative of the interest factor.

CAPITALIZATION

The following table sets forth our consolidated cash and cash equivalents, long-term debt (including current portion), and stockholders' equity as of June 30, 2012, on an actual basis and on an as adjusted basis to reflect (i) the sale of the $800.0 million aggregate principal amount of old notes on July 30, 2012, (ii) our discharge through redemptions and tender offer purchases completed between July 13, 2012 and August 15, 2012 of all of the $520.0 million aggregate principal amount of our 2016 notes which were outstanding on June 30, 2012, and (iii) our payment of related fees and expenses. This table should be read in conjunction with "Use of Proceeds," "Selected Historical Consolidated Financial Information," and "Description of Revolving Credit Facility" elsewhere in this prospectus and our historical financial statements and the notes thereto incorporated by reference into this prospectus.

	June 30, 2012	
	Actual	As Adjusted
	(in thousands)	
Cash and cash equivalents	$ 296,758	$ 466,501
Long-term debt, including current portion:		
Revolving credit facility(1)	$ —	$ —
Capital lease obligations	10,804	10,804
Senior secured notes due 2016(2)	520,000	—
Senior notes due 2020	—	800,000
Total long-term debt, including current portion(3)	530,804	810,804
Stockholders' equity:		
Common stock, $.01 par value;		
Authorized 80,000,000 shares; issued and outstanding 53,319,029 shares	533	533
Shares held under employee participation plan	(469)	(469)
Additional paid-in capital	504,667	504,667
Accumulated other comprehensive income	29,076	29,076
Accumulated earnings(4)	427,093	410,220
Total stockholders' equity	960,900	944,027
Total capitalization	$ 1,491,704	$ 1,754,831

(1) We have a revolving credit facility secured by liens on substantially all of our and our domestic subsidiaries' assets and the accounts receivable of our Canadian subsidiaries and under which our and we and one of our Canadian subsidiaries have the right to borrow and obtain letters of credit for a combined maximum of up to $250.0 million.

(2) The senior secured notes due 2016 in the "Actual" column include unamortized original issue premium and discount, net of approximately $3.5 million.

(3) Actual and as adjusted long-term debt excludes $86.5 million of letters of credit which were outstanding on June 30, 2012 under our revolving credit facility (which has a combined sub-limit of $215.0 million for letters of credit).

(4) As adjusted accumulated earnings includes $16.9 million of costs, net of tax, related to the early extinguishment of our previously outstanding 2016 notes.

SELECTED HISTORICAL CONSOLIDATED FINANCIAL INFORMATION

The following selected historical consolidated financial information has been derived from our audited consolidated balance sheets at December 31, 2011 and 2010 and statements of income for the five years ended December 31, 2011, and our unaudited balance sheet at June 30, 2012 and statements of income for the six months ended June 30, 2012 and 2011. This data should be reviewed in conjunction with "Management's Discussion and Analysis of Financial Condition and Results of Operations" and our historical financial statements and the notes thereto incorporated by reference in this prospectus. We have derived the December 31, 2009, 2008 and 2007 as well as the June 30, 2011 balance sheet information from our financial statements not incorporated or included herein.

	Six Months Ended June 30,		Year Ended December 31,				
	2012	2011	2011	2010	2009	2008	2007
				(in thousands)			
Income Statement Data:							
Revenues	$1,095,140	$ 882,197	$1,984,136	$1,731,244	$1,074,220	$1,030,713	$946,917
Cost of revenues (exclusive of items shown separately below)	767,938	620,331	1,379,991	1,210,740	753,483	707,820	664,440
Selling, general and administrative expenses	137,553	113,048	254,137	205,812	163,157	159,674	149,180
Accretion of environmental liabilities	4,921	4,796	9,680	10,307	10,617	10,776	10,447
Depreciation and amortization	75,494	52,396	122,663	92,473	64,898	44,471	37,590
Income from operations	109,234	91,626	217,665	211,912	82,065	107,972	85,260
Other income (expense)	(374)	5,767	6,402	2,795	259	(119)	135
Loss on early extinguishment of debt	—	—	—	(2,294)	(4,853)	(5,473)	—
Interest expense, net	(22,240)	(17,120)	(39,389)	(27,936)	(15,999)	(8,403)	(13,157)
Income from continuing operations before provision for income taxes	86,620	80,273	184,678	184,477	61,472	93,977	72,238
Provision for income taxes(1)	31,179	28,387	57,426	56,756	26,225	36,491	28,040
Income from continuing operations	55,441	51,886	127,252	127,721	35,247	57,486	44,198
Income from discontinued operations, net of tax	—	—	—	2,794	1,439	—	—
Net income	55,441	51,886	127,252	130,515	36,686	57,486	44,198
Dividends on Series B preferred stock	—	—	—	—	—	—	206
Net income attributable to common stockholders	$ 55,441	$ 51,886	$ 127,252	$ 130,515	$ 36,686	$ 57,486	$ 43,992
Basic earnings attributable to common stockholders(2)	$ 1.04	$ 0.98	$ 2.40	$ 2.48	$ 0.74	$ 1.28	$ 1.11
Diluted earnings attributable to common stockholders(2)	$ 1.04	$ 0.97	$ 2.39	$ 2.47	$ 0.74	$ 1.26	$ 1.07
Cash Flow Data:							
Net cash from operating activities	$ 175,774	$ 75,629	$ 179,531	$ 224,108	$ 93,270	$ 109,590	$ 79,995
Net cash from investing activities	(128,474)	(267,169)	(480,181)	(125,687)	(118,391)	(84,515)	(42,791)
Net cash from financing activities	(10,254)	265,541	258,740	(32,230)	3,584	116,795	2,724
Other Financial Data:							
Adjusted EBITDA(3)	$ 189,649	$ 148,818	$ 350,008	$ 314,692	$ 157,580	$ 163,219	$133,297

	At June 30,		At December 31,				
	2012	2011	2011	2010	2009	2008	2007
				(in thousands)			
Balance Sheet Data:							
Working capital	$ 504,187	$ 540,942	$ 510,126	$ 446,253	$ 386,930	$307,679	$169,585
Goodwill	135,962	88,511	122,392	60,252	56,085	24,578	21,572
Total assets	2,122,214	1,965,080	2,085,803	1,602,475	1,401,068	898,336	769,888
Long-term obligations (including current portion)(4)	534,285	540,623	538,888	278,800	301,271	53,630	123,483
Stockholders' equity	960,900	857,368	900,987	780,827	613,825	429,045	202,897

(1) For fiscal year 2011, the provisions includes a decrease in unrecognized tax benefits of $6.5 million of which $5.7 million was due to expiring statute of limitation periods related to a historical Canadian business combination and the remaining $0.8 million was related to the conclusion of examinations by state taxing authorities, the expiration of various state statutes of limitation periods, and a change in estimate of a previous liability. For fiscal year 2010, the provision includes a reversal of $14.3 million (net of benefit) resulting from the release of interest and penalties related to Canadian and United States tax reserves for which the statutes of limitation periods have expired.

(2) Basic and diluted earnings per share based on income from continuing operations for 2010 were $2.43 and $2.42 per share, respectively, and for 2009, they were both $0.71 per share.

(3) For all periods presented, "Adjusted EBITDA" consists of net income plus accretion of environmental liabilities, depreciation and amortization, net interest expense, and provision for income taxes. We also exclude loss on early extinguishment of debt, other expense (income), and income from discontinued operations, net of tax as these amounts are not considered part of usual business operations. See below for a reconciliation of Adjusted EBITDA to both net income and net cash provided by operating activities for the specified periods. Our management considers Adjusted EBITDA to be a measurement of performance which provides useful information to both management and investors. Adjusted EBITDA should not be considered an alternative to net income or other measurements under generally accepted accounting principles ("GAAP"). Because Adjusted EBITDA is not calculated identically by all companies, our measurements of Adjusted EBITDA may not be comparable to similarly titled measures reported by other companies.

We use Adjusted EBITDA to enhance our understanding of our operating performance, which represents our views concerning our performance in the ordinary, ongoing and customary course of our operations. We historically have found it helpful, and believe that investors have found it helpful, to consider an operating measure that excludes expenses such as debt extinguishment and related costs relating to transactions not reflective of our core operations.

The information about our operating performance provided by this financial measure is used by our management for a variety of purposes. We regularly communicate Adjusted EBITDA results to our board of directors and discuss with the board our interpretation of such results. We also compare our Adjusted EBITDA performance against internal targets as a key factor in determining cash bonus compensation for executives and other employees, largely because we believe that this measure is indicative of how the fundamental business is performing and is being managed.

We also provide information relating to our Adjusted EBITDA so that analysts, investors and other interested persons have the same data that we use to assess our core operating performance. We believe that Adjusted EBITDA should be viewed only as a supplement to the GAAP financial information. We also believe, however, that providing this information in addition to, and together with, GAAP financial information permits the foregoing persons to obtain a better understanding of our core operating performance and to evaluate the efficacy of the methodology and information used by management to evaluate and measure such performance on a standalone and a comparative basis.

The following is a reconciliation of net income to Adjusted EBITDA for the following periods (in thousands):

	Six Months Ended June 30,		Year Ended December 31,				
	2012	2011	2011	2010	2009	2008	2007
				(in thousands)			
Net income	$ 55,441	51,886	$127,252	$130,515	$ 36,686	$ 57,486	$ 44,198
Accretion of environmental liabilities	4,921	4,796	9,680	10,307	10,617	10,776	10,447
Depreciation and amortization	75,494	52,396	122,663	92,473	64,898	44,471	37,590
Other (income) expense	374	(5,767)	(6,402)	(2,795)	(259)	119	(135)
Loss on early extinguishment of debt	—	—	—	2,294	4,853	5,473	—
Interest expense, net	22,240	17,120	39,389	27,936	15,999	8,403	13,157
Provision for income taxes	31,179	28,387	57,426	56,756	26,225	36,491	28,040
Income from discontinued operations, net of tax	—	—	—	(2,794)	(1,439)	—	—
Adjusted EBITDA	$189,649	$148,818	$350,008	$314,692	$157,580	$163,219	$133,297

The following reconciles Adjusted EBITDA to net cash provided by operating activities for the following periods (in thousands):

	Six Months Ended June 30,		Year Ended December 31,				
	2012	2011	2011	2010	2009	2008	2007
Adjusted EBITDA	$189,649	$148,818	$350,008	$314,692	$157,580	$163,219	$133,297
Interest expense, net	(22,240)	(17,120)	(39,389)	(27,936)	(15,999)	(8,403)	(13,157)
Provision for income taxes	(31,179)	(28,387)	(57,426)	(56,756)	(26,225)	(36,491)	(28,040)
Income from discontinued operations, net of tax	—	—	—	2,794	1,439	—	—
Allowance for doubtful accounts	405	402	759	1,043	1,006	267	(418)
Amortization of deferred financing costs and debt discount	753	898	1,572	2,921	1,997	1,915	1,940
Change in environmental liability estimates	(3,095)	(773)	(2,840)	(8,328)	(4,657)	(2,047)	597
Deferred income taxes	(510)	819	37,836	4,919	4,830	3,197	(7,492)
Stock-based compensation	3,616	2,880	8,164	7,219	968	3,565	4,799
Excess tax benefit of stock-based compensation	(1,122)	(1,617)	(3,352)	(1,751)	(481)	(3,504)	(6,386)
Income tax benefits related to stock option exercises	1,121	1,617	3,347	1,739	474	3,534	6,427
Eminent domain compensation	—	3,354	3,354	—	—	—	—
Gain on sale of businesses	—	—	—	(2,678)	—	—	—
Prepayment penalty on early extinguishment of debt	—	—	—	(900)	(3,002)	(3,552)	—
Environmental expenditures	(3,787)	(5,564)	(11,319)	(10,236)	(8,617)	(14,268)	(6,511)
Changes in assets and liabilities, net of acquisitions:							
Accounts receivable	54,117	18,063	(65,210)	(49,411)	(11,429)	17,221	(19,142)
Other current assets	15,657	(5,252)	(36,761)	(10,550)	1,093	5,529	(2,693)
Accounts payable	(16,904)	(33,024)	(8,116)	38,553	5,050	(17,763)	(4,603)
Other current liabilities	(10,707)	(9,485)	(1,096)	18,774	(10,757)	(2,829)	21,377
Net cash from operating activities	$175,774	$ 75,629	$179,531	$224,108	$ 93,270	$109,590	$ 79,995

(4) Long-term obligations (including current portion) include our outstanding notes, borrowings under our current and former revolving credit facilities and capital lease obligations.

DESCRIPTION OF REVOLVING CREDIT FACILITY

We have a revolving credit facility under which Bank of America, N.A. ("BofA") is the administrative and collateral agent (the "Agent") for the lenders and the issuing bank for letters of credit issued under the facility. Under the facility, as amended and restated effective May 31, 2011, Clean Harbors, Inc. (the "Company") has the right to borrow and obtain letters of credit for a combined maximum of up to $150.0 million (with a sub-limit of $140.0 million for letters of credit) and one of the Company's Canadian subsidiaries (the "Canadian Borrower") has the right to obtain up to $100.0 million of revolving loans and letters of credit (with a $75.0 million sub-limit for letters of credit). Availability under the U.S. line is subject to a borrowing base comprised of 85% of the eligible accounts receivable of the Company and its U.S. subsidiaries plus 100% of cash deposited in a controlled account with the Agent, and availability under the Canadian line is subject to a borrowing base comprised of 85% of the eligible accounts receivable of the Canadian Borrower and the Company's other Canadian subsidiaries plus 100% of cash deposited in a controlled account with the Agent's Canadian affiliate. The facility will expire on May 31, 2016.

Borrowings under the revolving credit facility will bear interest at a rate of, at the Company's option, either (i) LIBOR plus an applicable margin ranging from 1.75% to 2.25% per annum based primarily on the level of the Company's consolidated fixed charge coverage ratio for the most recently completed four fiscal quarter measurement period or (ii) BofA's base rate plus an applicable margin ranging from 0.75% to 1.25% per annum based primarily on such consolidated fixed charge coverage ratio. There is also an unused line fee, calculated on the then unused portion of the lenders' $250.0 million maximum commitments, ranging from 0.375% to 0.50% per annum of the unused commitment. For outstanding letters of credit, the Company pays to the lenders a fee equal to the then applicable LIBOR margin described above, and to the issuing banks a standard fronting fee and customary fees and charges in connection with all amendments, extensions, draws and other actions with respect to letters of credit.

The Company's obligations under the revolving credit facility (including revolving loans and reimbursement obligations for outstanding letters of credit) are guaranteed by substantially all of the Company's U.S. subsidiaries and secured by a lien on substantially all of the Company's and its U.S. subsidiaries' assets. The Canadian Borrower's obligations under the facility are guaranteed by substantially all of the Company's other Canadian subsidiaries and secured by a lien on the accounts receivable of the Canadian Borrower and the other Canadian subsidiaries. The Company and its U.S. subsidiaries guarantee the obligations of the Canadian Borrower under the facility, but the Canadian Borrower and the other Canadian subsidiaries do not guarantee and are not otherwise responsible for the obligations of the Company and its U.S. subsidiaries.

Under the revolving credit facility, the Agent would have the right to exercise dominion over the Company's and its subsidiaries' cash (to the extent such cash represents the proceeds of accounts receivable) if the Company's "Liquidity" is less than the greater of (i) $37.5 million and (ii) 15% of the aggregate commitments of the lenders under the facility. Liquidity is defined as the sum of (a) the Company's then U.S. availability under the facility and (b) the lesser of (i) the Canadian Borrower's then availability under the facility and (ii) 30% of the lenders' aggregate commitments to the Canadian Borrower. If Liquidity should be less than the greater of (i) $31.25 million and (ii) 12.5% of the aggregate commitments, the Company would be required to thereafter maintain a consolidated fixed charge coverage ratio of at least 1.00 to 1.00. In addition, the facility contains covenants which will restrict the Company's future ability to make certain types of acquisitions, debt prepayments, investments and distributions if Liquidity (on a pro forma basis after giving effect to such events) is less than between 35% and 15% (depending upon the type of restricted event) of the lenders' aggregate commitments or, if the Company's consolidated fixed charge coverage ratio for the most recently completed four fiscal quarters is at least 1.00 (or, in certain cases, 1.10) to 1.00, less than 17.5% or 15% (depending upon the type of restricted event) of the aggregate commitments.

THE EXCHANGE OFFER

Purpose and Effect of Exchange Offer; Registration Rights

We sold the $800.0 million principal amount of old notes on July 30, 2012 in an unregistered private placement to Goldman, Sachs & Co. as the initial purchaser. The initial purchaser then resold the old notes to investors under an offering circular dated July 17, 2012 in reliance on Rule 144A and Regulation S under the Securities Act.

As part of this private placement, we entered into a registration rights agreement with the initial purchaser on July 30, 2012. Under the registration rights agreement, we agreed to file the registration statement of which this prospectus is a part. We also agreed:

- to use our commercially reasonable efforts to cause the registration statement to be declared effective under the Securities Act and to commence the exchange offer within 10 business days after such effective date;

- to keep the exchange offer open for not less than 20 business days (or longer if required by applicable law) after the date notice of the registered exchange offer is mailed to the holders of the old notes; and

- to keep the registration statement continuously effective under the Securities Act for a period beginning after the date of completion of the exchange offer and ending on the earlier of the date 180 days after the date of completion of the exchange offer or such time as all broker-dealers no longer own any old notes.

Under the circumstances described below, we also agreed to use our commercially reasonable efforts to cause the SEC to declare effective a shelf registration statement with respect to the resale of the old notes. We agreed to keep the shelf registration statement effective until the earlier of the date two years after the shelf registration statement is declared effective under the Securities Act or the date on which there are no longer any old notes outstanding. These circumstances include:

- if any change in law or applicable interpretations of those laws by the SEC do not permit us to effect the exchange offer as contemplated by the registration rights agreement;

- if the exchange offer is not consummated within 180 days following the sale of the old notes on July 30, 2012; or

- if any holder of the old notes is not eligible to participate in the exchange offer and notifies us in writing within 30 days following consummation of the exchange offer that it is prohibited by law or SEC policy from participating in the exchange offer, that the registration statement of which this prospectus is a part is not appropriate or available for the resale of the new notes acquired by it in the exchange offer and that the delivery of a prospectus is required, or that it is a broker-dealer and owns notes acquired directly from us or an affiliate of ours.

If we fail to comply with specified obligations under the registration rights agreement, we must pay certain additional interest to the holders of the notes until we have cured all of such failures.

By participating in the exchange offer, holders of the old notes will receive new notes that are freely tradeable and not subject to restrictions on transfer, subject to the exceptions described below under "Resale of New Notes."

Resale of New Notes

We believe that the new notes issued in exchange for the old notes may be offered for resale, resold and otherwise transferred by any new note holder without compliance with the registration and prospectus delivery provisions of the Securities Act if the conditions set forth below are met. We base

this belief solely on interpretations of the federal securities laws by the SEC set forth in several no-action letters issued to third parties unrelated to us. A no-action letter is a letter from the SEC staff responding to a request for its views as to whether a particular matter complies with the federal securities laws or whether the SEC would refer the matter to the SEC's enforcement division for action. The relevant no-action letters include the Exxon Capital Holdings Corporation letter, which was made available by the SEC on May 13, 1988, the Morgan Stanley & Co. Incorporated letter which was made available by the SEC on June 5, 1991, the K-111 Communications Corporation letter, which was made available by the SEC on May 14, 1993, and the Shearman & Sterling letter, which was made available by the SEC on July 2, 1993. We have not obtained, and do not intend to obtain, our own no-action letter from the SEC staff regarding the resale of the new notes. Instead, holders will be relying on the no-action letters that the SEC staff has issued to third parties in circumstances that we believe are similar to ours. Based on these no-action letters, the following conditions must be met:

- the holder must acquire the new notes in the ordinary course of its business for investment purposes;
- the holder must have no arrangements or understanding with any person to participate in the distribution of the new notes within the meaning of the Securities Act; and
- the holder must not be an "affiliate," as defined in Rule 405 under the Securities Act, of ours.

Each holder of old notes that wishes to exchange old notes for new notes in the exchange offer must represent to us that it satisfies all of the above listed conditions. Any holder who tenders in the exchange offer who does not satisfy all of the above listed conditions:

- cannot rely on the position of the SEC set forth in the no-action letters referred to above; and
- must comply with the registration and prospectus delivery requirements of the Securities Act in connection with a resale of the new notes.

The SEC considers broker-dealers that acquired old notes directly from us, but not as a result of market-making activities or other trading activities, to be making a distribution of the new notes if they participate in the exchange offer. Consequently, any such holders must comply with the registration and prospectus delivery requirements of the Securities Act in connection with a resale of the new notes.

Each broker-dealer that receives new notes for its own account in exchange for old notes acquired by such broker-dealer as a result of market-making activities or other trading activities must deliver a prospectus in connection with a resale of the new notes and provide us in the letter of transmittal with a signed acknowledgement of this obligation. The letter of transmittal states that by so acknowledging and delivering a prospectus, a broker-dealer will not be deemed to admit that it is an "underwriter" within the meaning of the Securities Act. A broker-dealer may use this prospectus, as amended or supplemented from time to time, in connection with resales of new notes received in exchange for old notes where the broker-dealer acquired the old notes as a result of market-making activities or other trading activities. We have agreed that for a period of 180 days after the expiration date of the exchange offer, we will make this prospectus available to broker-dealers for use in connection with any such resale of the new notes. See "Plan of Distribution."

Except as described in the prior paragraph, holders may not use this prospectus for an offer to resell, resale or other retransfer of new notes. We are not making the exchange offer to, nor will we accept tenders for exchange from, holders of old notes in any jurisdiction in which the exchange offer or the acceptance of it would not be in compliance with the securities or blue sky laws of that jurisdiction.

Terms of the Exchange

Upon the terms and subject to the conditions set forth in this prospectus and the accompanying letter of transmittal, which we refer to together in this prospectus as the "exchange offer," we will accept any and all old notes validly tendered and not withdrawn prior to 5:00 p.m., New York City time, on the expiration date described below under "Expiration Date; Extensions; Amendments." The date of acceptance for exchange of the old notes, and completion of the exchange offer, is the exchange date, which will be the first business day following the expiration date, unless extended as described in this prospectus. We will issue, on or promptly after the exchange date, an aggregate principal amount of up to $800.0 million of new notes for a like principal amount of outstanding old notes tendered and accepted in connection with the exchange offer. The new notes issued in connection with the exchange offer will be delivered promptly following the exchange date. Holders may tender some or all of their old notes in connection with the exchange offer, but only in integral multiples of $1,000. The exchange offer is not conditioned upon any minimum amount of old notes being tendered for exchange.

The terms of the new notes are identical in all material respects to the terms of the old notes, except that:

- we have registered the new notes under the Securities Act and therefore the new notes will not bear legends restricting their transfer;
- the new notes will have a different CUSIP number than the old notes; and
- specified rights under the exchange and registration rights agreement, including the provisions providing for payment of additional interest in specified circumstances relating to the exchange offer, will be limited or eliminated.

The new notes will be newly issued securities for which there is currently no market, and we do not intend to list the new notes on any securities exchange. Although the initial purchaser of the old notes have informed us that it intends to make a market in the new notes, it is not obligated to do so and may discontinue market-making at any time without notice. Accordingly, a liquid market for the new notes may not develop or be maintained.

The new notes will evidence the same debt as the old notes. The new notes will be issued under the same indenture and entitled to the same benefits under that indenture as the old notes being exchanged. As of the date of this prospectus, $800.0 million in aggregate principal amount of the old notes were outstanding. Old notes accepted for exchange will be retired and cancelled and not reissued.

In connection with the issuance of the old notes, we arranged for the old notes originally purchased by qualified institutional buyers and those sold in reliance on Regulation S under the Securities Act to be issued and transferable in book-entry form through the facilities of The Depository Trust Company, or "DTC," acting as depositary. We will issue the new notes in the form of a global note registered in the name of DTC or its nominee and each beneficial owner's interest in such global note will be transferable in book-entry form through DTC.

Holders of old notes do not have any appraisal or dissenters' rights in connection with the exchange offer. We intend to conduct the exchange offer in accordance with the applicable requirements of the Exchange Act and the rules and regulations of the SEC.

We shall be considered to have accepted validly tendered old notes if and when we have given written notice to that effect to the exchange agent. The exchange agent will act as agent for the tendering holders for the purposes of receiving the new notes from us.

If we do not accept any tendered old notes for exchange because of an invalid tender, the occurrence of the other events described in this prospectus or otherwise, we will return these old notes, without expense, to the tendering holder promptly after the expiration date of the exchange offer.

Holders who tender old notes will not be required to pay brokerage commissions or fees or, subject to the instructions in the letter of transmittal, transfer taxes on exchange of old notes in connection with the exchange offer. We will pay all charges and expenses, other than the applicable taxes described in the section "Fees and Expenses" below, in connection with the exchange offer.

If we successfully complete the exchange offer, any old notes which holders do not tender or which we do not accept in the exchange offer will remain outstanding and continue to accrue interest. The holders of old notes after the exchange offer in general will not have further rights under the registration rights agreement, including registration rights and any rights to additional interest. Holders of the old notes wishing to transfer their old notes would have to rely on exemptions from the registration requirements of the Securities Act.

Expiration Date; Extensions; Amendments

The expiration date for the exchange offer is 5:00 p.m., New York City time, on , 2012. We may extend this expiration date in our sole discretion, but in no event to a date later than , 2012. If we so extend the expiration date, the term "expiration date" shall mean the latest date and time to which we extend the exchange offer.

We reserve the right, in our sole discretion:

- to delay accepting any old notes to the extent we extend the exchange offer;
- to extend the exchange offer;
- to terminate the exchange offer if, in our reasonable judgment, any of the conditions described below shall not have been satisfied; or
- to amend the terms of the exchange offer in any manner, provided, however, that if we make a material change in the exchange offer (including a waiver of a material condition), we will extend the offering period if necessary so that at least five business days remain in the offering period following notice of the material change.

We will give oral or written notice of any delay, extension or termination to the exchange agent. In addition, we will promptly give oral or written notice regarding any delay in acceptance, extension or termination of the offer to the registered holders of old notes. If we amend the exchange offer in a manner that we determine to constitute a material change, or if we waive a material condition, we will promptly disclose the amendment or waiver in a manner reasonably calculated to inform the holders of old notes of the amendment, and extend the offer if required by law.

Without limiting the manner in which we may choose to make public announcements of any delay in acceptance, extension, termination, amendment or waiver regarding the exchange offer, we shall have no obligation to publish, advertise, or otherwise communicate any public announcement, other than by making a release to a financial news service not later than 9:00 a.m., Eastern time on the business day after the previously scheduled expiration date.

Interest on the New Notes

Interest on the new notes will accrue at the rate of 5.25% per annum on the principal amount, payable semiannually in arrears on February 1 and August 1, commencing on February 1, 2013. In order to avoid duplicative payment of interest, all interest accrued on old notes that are accepted for

exchange before February 1, 2013 will be superseded by the interest that is deemed to have accrued on the new notes from July 30, 2012 through the date of the exchange.

Conditions to the Exchange Offer

Despite any other term of the exchange offer, we will not be required to accept for exchange, or exchange new notes for, any old notes and we may terminate the exchange offer as provided in this prospectus before the exchange offer's termination if:

- the exchange offer, or the making of any exchange by a holder, violates, in our good faith determination, any applicable law, rule or regulation or any applicable interpretation of the staff of the SEC;
- any action or proceeding shall have been instituted with respect to the exchange offer which, in our judgment, would impair our ability to proceed with the exchange offer; or
- we have not obtained any governmental approval which we, in our good faith determination, consider necessary for the completion of the exchange offer as contemplated by this prospectus.

The conditions listed above are for our sole benefit and we may assert them regardless of the circumstances giving rise to any of these conditions. We may waive these conditions in our sole discretion in whole or in part at any time. A failure on our part to exercise any of the above rights shall not constitute a waiver of that right, and that right shall be considered an ongoing right, which we may assert at any time and from time to time. However, all conditions other than those dependent upon receipt of any required governmental approval must be satisfied or waived prior to the expiration of the exchange offer (as extended, if applicable), in order for us to complete the exchange offer. Furthermore, if we elect to waive any condition, we must announce that decision in a manner reasonably calculated to inform noteholders of the waiver.

If we determine in our reasonable discretion that any of the events listed above has occurred, we may, subject to applicable law:

- refuse to accept any old notes and return all tendered old notes to the tendering holders;
- extend the exchange offer and retain all old notes tendered before the expiration of the exchange offer, subject, however, to the rights of holders to withdraw these old notes; or
- waive unsatisfied conditions relating to the exchange offer and accept all properly tendered old notes which have not been withdrawn.

Any determination by us concerning the above events will be final and binding.

In addition, we reserve the right in our reasonable discretion to:

- purchase or make offers for any old notes that remain outstanding subsequent to the expiration date; and
- to the extent permitted by applicable law, purchase old notes in the open market, in privately negotiated transactions or otherwise.

The terms of any such purchases or offers may differ from the terms of the exchange offer.

Procedures for Tendering

Except in limited circumstances, only a DTC participant listed on a DTC securities position listing with respect to the old notes may tender old notes in the exchange offer. To tender old notes in the exchange offer, holders of old notes that are DTC participants may follow the procedures for book-entry transfer as set forth below under "Book-Entry Transfer" and in the letter of transmittal.

In addition, you must comply with one of the following:

- the exchange agent must receive, before expiration of the exchange offer, a timely confirmation of book-entry transfer of old notes into the exchange agent's account at DTC according to DTC's standard operating procedures for electronic tenders and a properly transmitted agent's message as described below; or
- the exchange agent must receive any corresponding certificate or certificates representing old notes along with the letter of transmittal; or
- the holder must comply with the guaranteed delivery procedures described below.

The tender by a holder of old notes will constitute an agreement between such holder and us in accordance with the terms and subject to the conditions set forth in this prospectus and in the letter of transmittal. If less than all the old notes held by a holder are tendered, the tendering holder should fill in the amount of old notes being tendered in the specified box on the letter of transmittal. The entire amount of old notes delivered or transferred to the exchange agent will be deemed to have been tendered unless otherwise indicated.

The method of delivery of old notes, the letter of transmittal and all other required documents or transmission of an agent's message, as described under "Book-Entry Transfer," to the exchange agent is at the election and risk of the holder. Instead of delivery by mail, we recommend that holders use an overnight or hand delivery service. In all cases, sufficient time should be allowed to assure timely delivery to the exchange agent prior to the expiration of the exchange offer. No letter of transmittal or old notes should be sent to us or DTC. Delivery of documents to DTC in accordance with its procedures will not constitute delivery to the exchange agent.

Any beneficial holder whose old notes are registered in the name of his or its broker, dealer, commercial bank, trust company or other nominee and who wishes to tender should contact such registered holder promptly and instruct such registered holder to tender on its behalf. If such beneficial holder wishes to tender on its own behalf, such beneficial holder must, prior to completing and executing the letter of transmittal and delivering its old notes, either:

- make appropriate arrangements to register ownership of the old notes in such holder's name; or
- obtain a properly completed bond power from the registered holder.

The transfer of record ownership may take considerable time and may not be completed prior to the expiration date.

Signatures on a letter of transmittal or a notice of withdrawal, as described in "—Withdrawal of Tenders" below, must be guaranteed by a member firm of a registered national securities exchange or of the National Association of Securities Dealers, Inc., a commercial bank or trust company having an office or correspondent in the United States or an "eligible guarantor institution," within the meaning of Rule 17Ad-15 under the Exchange Act, which we refer to in this prospectus as an "eligible institution," unless the old notes are tendered:

- by a registered holder who has not completed the box entitled "Special Issuance Instructions" or "Special Delivery Instructions" on the letter of transmittal; or
- for the account of an eligible institution.

If the letter of transmittal is signed by a person other than the registered holder of any old notes listed therein, the old notes must be endorsed or accompanied by appropriate bond powers which authorize the person to tender the old notes on behalf of the registered holder, in either case signed as the name of the registered holder or holders appears on the old notes. If the letter of transmittal or any old notes or bond powers are signed by trustees, executors, administrators, guardians,

attorneys-in-fact, officers of corporations or others acting in a fiduciary or representative capacity, such persons should so indicate when signing and, unless waived by us, evidence satisfactory to us of their authority to so act must be submitted with the letter of transmittal.

We will determine in our sole discretion all questions as to the validity, form, eligibility, including time of receipt, and acceptance and withdrawal of tendered old notes. We reserve the absolute right to reject any and all old notes not properly tendered or any old notes whose acceptance by us would, in the opinion of our counsel, be unlawful. We also reserve the right to waive any defects, irregularities or conditions of tender as to any particular old notes either before or after the expiration date. However, all conditions other than those dependent upon receipt of any required governmental approval, must be satisfied or waived prior to the expiration of the exchange offer (as extended, if applicable) in order for us to complete the exchange offer. Furthermore, if we elect to waive any condition, we must announce that decision in a manner reasonably calculated to inform noteholders of the waiver. Our interpretation of the terms and conditions of the exchange offer, including the instructions in the letter of transmittal, will be final and binding on all parties. Unless waived, holders must cure any defects or irregularities in connection with tenders of old notes within a period we will determine. Although we intend to request the exchange agent to notify holders of defects or irregularities relating to tenders of old notes, neither we, the exchange agent nor any other person will have any duty or incur any liability for failure to give this notification. We will not consider tenders of old notes to have been made until these defects or irregularities have been cured or waived. The exchange agent will return any old notes that are not properly tendered and as to which the defects or irregularities have not been cured or waived to the tendering holders, unless otherwise provided in the letter of transmittal, promptly following the expiration date.

In addition, we reserve the right, as set forth above under the caption "Conditions to the Exchange Offer," to terminate the exchange offer.

By tendering, each holder represents to us, among other things, that:

- the holder acquired new notes pursuant to the exchange offer in the ordinary course of its business;
- the holder has no arrangement or understanding with any person to participate in the distribution of the new notes within the meaning of the Securities Act; and
- the holder is not our "affiliate," as defined in Rule 405 under the Securities Act.

If the holder is a broker-dealer which will receive new notes for its own account in exchange for old notes acquired by such broker-dealer as a result of market-making activities or other trading activities, such holder must acknowledge that it will deliver a prospectus in connection with any resale of the new notes.

Book-Entry Transfer

We understand that the exchange agent will make a request promptly after the date of this prospectus to establish an account with respect to the old notes at DTC for the purpose of facilitating the exchange offer. Any financial institution that is a participant in DTC's system, including Euroclear and Clearsteam, may make book-entry delivery of old notes by causing DTC to transfer such old notes into the exchange agent's DTC account in accordance with DTC's Automated Tender Offer Program procedures for such transfer. The exchange of new notes for tendered old notes will only be made after a timely confirmation of a book-entry transfer of the old notes into the exchange agent's account and timely receipt by the exchange agent of an agent's message.

The term "agent's message" means a message, transmitted by DTC and received by the exchange agent and forming part of the confirmation of a book-entry transfer, which states that DTC has

received an express acknowledgment from a participant tendering old notes that such participant has received an appropriate letter of transmittal and agrees to be bound by the terms of the letter of transmittal, and that we may enforce such agreement against the participant. Delivery of an agent's message will also constitute an acknowledgment from the tendering DTC participant that the representations contained in the letter of transmittal and described under "Resale of New Notes" above are true and correct.

Guaranteed Delivery Procedures

The following guaranteed delivery procedures are intended for holders who wish to tender their old notes but:

- their old notes are not immediately available;
- the holders cannot deliver their old notes, the letter of transmittal, or any other required documents to the exchange agent prior to the expiration date; or
- the holders cannot complete the procedure under DTC's standard operating procedures for electronic tenders before expiration of the exchange offer.

The conditions that must be met to tender old notes through the guaranteed delivery procedures are as follows:

- the tender must be made through an eligible institution;
- before expiration of the exchange offer, the exchange agent must receive from the eligible institution either a properly completed and duly executed notice of guaranteed delivery in the form accompanying this prospectus, by facsimile transmission, mail or hand delivery, or a properly transmitted agent's message in lieu of notice of guaranteed delivery:
  - setting forth the name and address of the holder, the certificate number or numbers of the old notes tendered and the principal amount of old notes tendered;
  - stating that the tender offer is being made by guaranteed delivery;
  - guaranteeing that, within three business days after expiration of the exchange offer, the letter of transmittal, or facsimile of the letter of transmittal, together with the old notes tendered or a book-entry confirmation, and any other documents required by the letter of transmittal will be deposited by the eligible institution with the exchange agent; and
- the exchange agent must receive the properly completed and executed letter of transmittal, or facsimile of the letter of transmittal, as well as all tendered old notes in proper form for transfer or a book-entry confirmation, and any other documents required by the letter of transmittal, within three New York Stock Exchange trading days after expiration of the exchange offer.

Upon request to the exchange agent, a notice of guaranteed delivery will be sent to holders who wish to tender their old notes according to the guaranteed delivery procedures set forth above.

Withdrawal of Tenders

Your tender of old notes pursuant to the exchange offer is irrevocable except as otherwise provided in this section. You may withdraw tenders of old notes at any time prior to 5:00 p.m., New York City time, on the expiration date.

For a withdrawal to be effective:

- the exchange agent must receive a written notice, which may be by telegram, telex, facsimile transmission or letter, of withdrawal at the address set forth below under "Exchange Agent," or

- for DTC participants, holders must comply with DTC's standard operating procedures for electronic tenders and the exchange agent must receive an electronic notice of withdrawal from DTC.

Any notice of withdrawal must:

- specify the name of the person who tendered the old notes to be withdrawn;
- identify the old notes to be withdrawn, including the certificate number or numbers and principal amount of the old notes to be withdrawn;
- be signed by the person who tendered the old notes in the same manner as the original signature on the letter of transmittal, including any required signature guarantees; and
- specify the name in which the old notes are to be re-registered, if different from that of the withdrawing holder.

If old notes have been tendered pursuant to the procedure for book-entry transfer described above, any notice of withdrawal must specify the name and number of the account at DTC to be credited with the withdrawn old notes and otherwise comply with the procedures of the applicable facility. We will determine in our sole discretion all questions as to the validity, form and eligibility, including time of receipt, for such withdrawal notices, and our determination shall be final and binding on all parties. Any old notes so withdrawn will be deemed not to have been validly tendered for purposes of the exchange offer and no new notes will be issued with respect to them unless the old notes so withdrawn are validly re-tendered. Any old notes which have been tendered but which are not accepted for exchange will be returned to the holder without cost to such holder promptly after withdrawal, rejection of tender or termination of the exchange offer. Properly withdrawn old notes may be re-tendered by following the procedures described above under "Procedures for Tendering" at any time prior to the expiration date.

Exchange Agent

We have appointed U.S. Bank National Association as exchange agent in connection with the exchange offer. Holders should direct questions, requests for assistance and for additional copies of this prospectus, the letter of transmittal or notices of guaranteed delivery to the exchange agent addressed as follows:

By Hand or Overnight Courier:	*By Facsimile Transmission:*
U.S. Bank National Association	(651) 495-8158
60 Livingston Avenue, 1st Floor Bond Drop Window	(For Eligible Institutions Only)
St. Paul, Minnesota 55107	U.S. Bank National Association
Attention: Specialized Finance	Attention: Specialized Finance
(800) 934-6802	Confirm by Telephone:
	(800) 934-6802

Delivery of a letter of transmittal to any address or facsimile number other than the one set forth above will not constitute a valid delivery.

Fees and Expenses

We will not make any payments to brokers, dealers or other persons soliciting acceptances of the exchange offer. We will, however, pay the exchange agent reasonable and customary fees for its services and will pay the exchange agent for its related reasonable out-of-pocket expenses, including accounting and legal fees. We may also pay brokerage houses and other custodians, nominees and fiduciaries the reasonable out-of-pocket expenses incurred by them in forwarding copies of this prospectus, letters of

transmittal and related documents to the beneficial owners of the old notes and in handling or forwarding tenders for exchange.

Holders who tender their old notes for exchange will not be obligated to pay any transfer taxes. If, however:

- new notes are to be delivered to, or issued in the name of, any person other than the registered holder of the old notes tendered; or
- tendered old notes are registered in the name of any person other than the person signing the letter of transmittal; or
- a transfer tax is imposed for any reason other than the exchange of old notes in connection with the exchange offer;

then the tendering holder must pay the amount of any transfer taxes due, whether imposed on the registered holder or any other persons. If the tendering holder does not submit satisfactory evidence of payment of these taxes or exemption from them with the letter of transmittal, the amount of these transfer taxes will be billed directly to the tendering holder.

Consequences of Failure to Properly Tender Old Notes in the Exchange

We will issue the new notes in exchange for old notes under the exchange offer only after timely receipt by the exchange agent of the old notes, a properly completed and duly executed letter of transmittal and all other required documents. Therefore, holders of the old notes desiring to tender old notes in exchange for new notes should allow sufficient time to ensure timely delivery. We are under no duty to give notification of defects or irregularities of tenders of old notes for exchange. Old notes that are not tendered or that are tendered but not accepted by us will, following completion of the exchange offer, continue to be subject to the existing restrictions upon transfer under the Securities Act. Upon completion of the exchange offer, specified rights under the exchange and registration rights agreement, including registration rights and any right to additional interest, will be either limited or eliminated.

Participation in the exchange offer is voluntary. In the event the exchange offer is completed, we will not be required to register the remaining old notes. Remaining old notes will continue to be subject to the following restrictions on transfer:

- holders may resell old notes only if we register the old notes under the Securities Act, if an exemption from registration is available, or if the transaction requires neither registration under nor an exemption from the requirements of the Securities Act; and
- the remaining old notes will bear a legend restricting transfer in the absence of registration or an exemption.

We do not currently anticipate that we will register the remaining old notes under the Securities Act. To the extent that old notes are tendered and accepted in connection with the exchange offer, any trading market for remaining old notes could be adversely affected.

DESCRIPTION OF THE NOTES

You can find the definitions of certain terms used in this "Description of the Notes" below under the subheading "—Certain Definitions." In this description, the term "*Issuer*" refers to Clean Harbors, Inc. and not any of its Subsidiaries. The Issuer previously issued $800.0 million aggregate principal amount of its 5.25% Senior Notes due 2020 (the "*old notes*") under an indenture dated as of July 30, 2012 (the "*indenture*") among itself, the Guarantors and U.S. Bank National Association, as trustee, in an unregistered private placement, and will issue up to $800.0 million aggregate principal amount of 5.25% Senior Notes due 2020 (the "*new notes*") in exchange for the old notes under the indenture pursuant to this registered exchange offer. The old notes constitute, and the new notes will constitute, "*Securities*" under the indenture. References to "*notes*" herein shall include the old notes and the new notes, collectively.

The terms of the new notes are substantially identical to the terms of the old notes for which they may be exchanged pursuant to the exchange offer, except that the new notes are registered under the Securities Act and do not contain provisions requiring the payment of additional interest in connection with the failure to comply with the registration covenants in the registration rights agreement. The new notes will be *pari passu* with, and vote together with, any old notes which are not exchanged for new notes on any matter submitted to the holders of notes under the indenture.

The following description is a summary of the material provisions of the indenture. It does not restate the terms of the indenture in its entirety. We urge that you carefully read the indenture and the Trust Indenture Act of 1939 (the "*TIA*"), because the indenture and the TIA govern your rights as holders of the notes, not this description. A copy of the indenture may be obtained from us or the initial purchaser. In this description, "we," "us" or "our" refers only to the Issuer and not any of its Subsidiaries.

General

The notes are:

- general unsecured senior obligations of the Issuer;
- *pari passu* in right of payment with any existing and future senior Indebtedness of the Issuer;
- senior in right of payment to any future subordinated debt of the Issuer;
- structurally subordinated to all liabilities and preferred stock of Subsidiaries of the Issuer that are not Guarantors;
- effectively subordinated to the Issuer's obligations under the Credit Agreement and other existing or future secured debt to the extent of the value of the collateral securing the Credit Agreement or such secured debt; and
- guaranteed on a senior unsecured basis by each Guarantor.

As of June 30, 2012, we and the Guarantors had no loans and $86.5 million of letters of credit outstanding under the Credit Agreement and $10.8 million of capital lease obligations. The notes and the guarantees rank effectively junior in right of payment to our secured Indebtedness (including loans and reimbursement obligations in respect of outstanding letters of credit) under the Credit Agreement and our capital lease obligations to the extent of the value of the collateral securing such secured Indebtedness. Furthermore, our non-guarantor Subsidiaries had as of June 30, 2012, approximately $167.4 million of total liabilities (excluding intercompany liabilities). The notes and the guarantees rank effectively junior in right of payment to those obligations of our non-guarantor Subsidiaries.

The notes are issued in fully registered form only, without coupons, in denominations of $2,000 and integral multiples of $1,000.

The trustee serves as paying agent and registrar for the notes. You may present your notes for registration of transfer and exchange at the offices of the registrar, which will be the trustee's corporate trust office. The Issuer may change any paying agent and registrar without prior notice.

The Issuer will pay principal (and premium, if any) on the notes at the trustee's corporate office in St. Paul, Minnesota. At the Issuer's option, interest may be paid at the trustee's corporate trust office or by check mailed to the registered address of holders.

Principal, Maturity and Interest

The Issuer will issue an aggregate principal amount of up to $800.0 million of new notes in this exchange offer. The notes will mature on August 1, 2020. Additional notes ("*Additional Notes*") may be issued under the indenture from time to time after the Issue Date, subject to the limitations set forth under "—Certain Covenants—Limitation on Incurrence of Additional Indebtedness." The notes and any Additional Notes subsequently issued will be treated as a single class for all purposes under the indenture.

Interest on the notes will be payable semiannually in cash on each February 1 and August 1, commencing on February 1, 2013. The Issuer will make each interest payment to the persons who are registered holders at the close of business on the January 15 and July 15 immediately preceding the applicable interest payment date. Interest on the notes will accrue from and including July 30, 2012 and will be computed on the basis of a 360-day year of twelve 30-day months.

The notes are not entitled to the benefit of any mandatory sinking fund.

Redemption

Optional Redemption

The Issuer may redeem all or any portion of the notes, on and after August 1, 2016, upon not less than 30 nor more than 60 days' notice, at the following redemption prices (expressed as percentages of the principal amount) if redeemed during the twelve-month period commencing on August 1 of the year set forth below, plus, in each case, accrued and unpaid interest, if any, to the date of redemption:

Year	Percentage
2016	102.625%
2017	101.313%
2018 and thereafter	100.000%

At any time prior to August 1, 2016, the Issuer may, on one or more occasions, redeem all or any portion of the notes, upon not less than 30 nor more than 60 days' notice, at a redemption price equal to 100% of the principal amount of the notes redeemed, plus the Applicable Premium as of the date of redemption, including accrued and unpaid interest to the redemption date.

Optional Redemption upon Equity Offerings

At any time, or from time to time, prior to August 1, 2015, the Issuer may, at its option, use the net cash proceeds of one or more Equity Offerings to redeem up to 35% in aggregate principal amount of all notes issued under the indenture (whether at the Issue Date or thereafter pursuant to an issuance of Additional Notes) at a redemption price equal to 105.250% of the principal amount thereof plus accrued and unpaid interest thereon, if any, to the date of redemption; *provided*, *however*, that after any such redemption the aggregate principal amount of the notes outstanding (whether issued on the Issue Date or thereafter pursuant to an issuance of Additional Notes) must equal at least 65% of the aggregate principal amount of all notes issued under the indenture (whether at the Issue Date or thereafter pursuant to an issuance of Additional Notes). In order to effect the foregoing redemption

with the net cash proceeds of any Equity Offering, the Issuer shall make such redemption not more than 90 days after the consummation of such Equity Offering.

Selection and Notice of Redemption

If less than all of the notes are to be redeemed at any time, the trustee will select those notes for redemption in compliance with the requirements of the principal national securities exchange, if any, on which the notes are listed or, if the notes are not then listed on a national securities exchange, on a *pro rata* basis, *provided* that:

(1) notes with a principal amount of $2,000 or less may only be redeemed in full; and

(2) if a partial redemption is made with the Net Cash Proceeds of an Asset Sale or an Equity Offering, the trustee will select the notes or portions of the notes for redemption on a pro rata basis or on as nearly a *pro rata* basis as is practicable, unless the method is otherwise prohibited.

Notice of redemption will be mailed by first-class mail at least 30 but not more than 60 days before the redemption date to each holder of notes to be redeemed at its registered address. If any note is to be redeemed in part only, the notice of redemption that relates to the note will state the portion of the principal amount to be redeemed. A replacement note in a principal amount equal to the unredeemed portion will be issued in the name of the holder upon cancellation of the original note. On and after the redemption date, interest will cease to accrue on those notes called for redemption if the Issuer has deposited with the paying agent the funds needed to pay the applicable redemption price.

Guarantees

Each Guarantor unconditionally guarantees, on a senior unsecured basis, jointly and severally, to each holder of notes and the trustee, the full and prompt performance of the Issuer's obligations under the indenture and the notes, including the payment of principal of and interest on the notes. Each Guarantee is:

- a senior unsecured obligation of such Guarantor;
- *pari passu* in right of payment with any existing and future senior Indebtedness of such Guarantor;
- senior in right of payment to any future subordinated debt of such Guarantor;
- structurally subordinated to all liabilities and preferred stock of any Subsidiaries of such Guarantor that are not Guarantors; and
- effectively subordinated to such Guarantor's obligations under the Credit Agreement and other existing or future secured debt to the extent of the value of the collateral pledged by such Guarantor to secure the Credit Agreement or such other secured debt.

The obligations of each Guarantor are limited to the maximum amount which, after giving effect to all other contingent and fixed liabilities of such Guarantor and after giving effect to any collections from or payments made by or on behalf of any other Guarantor in respect of the obligations of such other Guarantor under its Guarantee or pursuant to its contribution obligations under the indenture, will result in the obligations of such Guarantor under the Guarantee not constituting a fraudulent conveyance or fraudulent transfer under federal or state law. Each Guarantor that makes a payment or distribution under a Guarantee shall be entitled to a contribution from each other Guarantor in an amount *pro rata*, based on the net assets of each Guarantor, determined in accordance with GAAP.

Each Guarantor may consolidate with or merge into or sell its assets to the Issuer or another Guarantor without limitation, or with other Persons upon the terms and conditions set forth in the

indenture. See "—Certain Covenants—Merger, Consolidation and Sale of Assets." In the event all of the Capital Stock of a Guarantor is disposed of by the Issuer, whether by merger, consolidation, sale or otherwise, and the disposition is not in violation of the provisions set forth in "—Certain Covenants—Limitation on Asset Sales," the Guarantor's Guarantee will be released. In addition, upon the designation of a Restricted Subsidiary that is a Guarantor as an Unrestricted Subsidiary, which designation is in compliance with the indenture, such Guarantor's Guarantee will be released.

Certain Covenants

Set forth below are summaries of certain covenants contained in the Indenture.

Change of Control

The indenture provides that upon the occurrence of a Change of Control, each holder will have the right to require that the Issuer purchase all or a portion of such holder's notes pursuant to the offer described below (the "*Change of Control Offer*"), at a purchase price equal to 101% of the principal amount plus accrued interest to the date of purchase. Notwithstanding the occurrence of a Change of Control, the Issuer will not be obligated to repurchase the notes under this covenant if the Issuer has exercised its right to redeem all the notes under the terms of the section titled "—Redemption—Optional Redemption."

Within 30 days following the date upon which the Change of Control occurred, the Issuer will send, by first-class mail, a notice to each holder, with a copy to the trustee, which notice shall govern the terms of the Change of Control Offer. The notice will state, among other things, the purchase date, which must be no earlier than 30 days nor later than 60 days from the date the notice is mailed, other than as may be required by law (the "*Change of Control Payment Date*"). Holders electing to have a note purchased pursuant to a Change of Control Offer must surrender the note, with the form entitled "Option of Holder to Elect Purchase" on the reverse of the note completed, to the paying agent at the address specified in the notice prior to the close of business on the third business day prior to the Change of Control Payment Date.

The Issuer will not be required to make a Change of Control Offer upon a Change of Control if a third party makes the Change of Control Offer in the manner, at the times and otherwise in compliance with the requirements set forth in the indenture applicable to a Change of Control Offer made by the Issuer and purchases all notes validly tendered and not withdrawn under such Change of Control Offer.

If the Issuer makes a Change of Control Offer, there can be no assurance that it will have available funds sufficient to pay the Change of Control purchase price for all the notes that might be delivered by holders seeking to accept the Change of Control Offer. In the event the Issuer is required to purchase outstanding notes pursuant to a Change of Control Offer, the Issuer expects that it would seek third party financing to the extent it lacks available funds to meet its purchase obligations. However, there can be no assurance that the Issuer would be able to obtain such financing.

The trustee may not waive the covenant relating to a holder's right to have such holder's note purchased upon a Change of Control. However, the covenant and other provisions contained in the indenture relating to the Issuer's obligation to make a Change of Control Offer may be waived or modified with the written consent of the holders of a majority in principal amount of the notes. Restrictions described in the indenture on the ability of the Issuer and its Restricted Subsidiaries to incur additional Indebtedness, to grant Liens on their property, to make Restricted Payments and to make Asset Sales may also make more difficult or discourage a takeover of the Issuer, whether favored or opposed by our management. Consummation of any such transaction may require redemption or repurchase of the notes, and there can be no assurance that the Issuer or the acquiring party will have sufficient financial resources to effect such redemption or repurchase. Such restrictions and the

restrictions on transactions with Affiliates may make more difficult or discourage any leveraged buyout of the Issuer or any of its Restricted Subsidiaries by our management. While such restrictions cover a wide variety of arrangements which have traditionally been used to effect highly leveraged transactions, the indenture may not afford you protection in all circumstances from the adverse aspects of a highly leveraged transaction, reorganization, restructuring, merger or similar transaction.

The Issuer will comply with the requirements of Rule 14e-1 under the Exchange Act and any other securities laws and regulations thereunder to the extent such laws and regulations are applicable in connection with the repurchase of notes pursuant to a Change of Control Offer. To the extent that the provisions of any securities laws or regulations conflict with the "Change of Control" provisions of the indenture, the Issuer will comply with the applicable securities laws and regulations and will not be deemed to have breached the Issuer's obligations under the "Change of Control" provisions of the indenture by so doing.

The definition of "Change of Control" includes, among other transactions, a disposition of "all or substantially all" of the Issuer's property and assets. With respect to the disposition of property or assets, the phrase "all or substantially all" as used in the indenture varies according to the facts and circumstances of the subject transaction, has no clearly established meaning under relevant law and is subject to judicial interpretation. Accordingly, in certain circumstances, there may be a degree of uncertainty in ascertaining whether a particular transaction would involve a disposition of "all or substantially all" of the property or assets of a Person, and therefore it may be unclear whether a Change of Control has occurred and whether the Issuer is required to make a Change of Control Offer.

Suspension of Covenants

If on any date following the Issue Date, (i) the notes have Investment Grade Ratings from at least two Rating Agencies and (ii) no Default has occurred and is continuing under the indenture, then, beginning on such day and continuing at all times thereafter until the Reversion Date, as defined below (the occurrence of the events described in the foregoing clauses (i) and (ii) being collectively referred to as a "*Covenant Suspension Event*"), the covenants listed under the following captions in this "Description of the Notes" section of this prospectus will not be applicable to the notes (collectively, the "*Suspended Covenants*"):

(1) "—Limitation on Incurrence of Additional Indebtedness;"

(2) "—Limitation on Restricted Payments;"

(3) "—Limitation on Asset Sales;"

(4) "—Limitations on Dividend and Other Payment Restrictions Affecting Subsidiaries;"

(5) "—Limitation on the Issuance and Sale of Capital Stock of Restricted Subsidiaries;"

(6) "—Future Guarantors;"

(7) "—Limitations on Transactions with Affiliates;" and

(8) clause (2) of the first paragraph of "—Merger, Consolidation and Sale of Assets."

If and during any period that the Issuer and the Restricted Subsidiaries are not subject to the Suspended Covenants, the notes will have substantially less covenant protection. In the event that the Issuer and the Restricted Subsidiaries are not subject to the Suspended Covenants under the indenture for any period of time as a result of the foregoing, and on any subsequent date (the "*Reversion Date*") one or both of the Rating Agencies withdraw their Investment Grade Rating or downgrade the rating assigned to the notes below an Investment Grade Rating, then the Issuer and the Restricted Subsidiaries will thereafter again be subject to the Suspended Covenants under the Indenture with

respect to future events. The period of time between the Covenant Suspension Event and the Reversion Date is referred to in this description as the "*Suspension Period*."

On each Reversion Date, all Indebtedness incurred during the Suspension Period will be classified as having been incurred pursuant to clause (3) of the definition of Permitted Indebtedness. Calculations made after the Reversion Date of the amount available to be made as Restricted Payments under "—Limitation on Restricted Payments" will be made as though the covenant described under "—Limitation on Restricted Payments" had been in effect since the Issue Date and throughout the Suspension Period. Accordingly, Restricted Payments made during the Suspension Period will reduce the amount available to be made as Restricted Payments under the first paragraph of "—Limitation on Restricted Payments." As described above, however, no Default or Event of Default will be deemed to have occurred on the Reversion Date as a result of any action or inaction taken or not taken by the Issuer or the Restricted Subsidiaries during the Suspension Period, that would have, if the Suspended Covenants were not suspended, resulted in a breach of, or default under, any of the Suspended Covenants.

For purposes of the "Asset Sales" covenant, on the Reversion Date, the Net Proceeds Trigger will be reset to zero.

During a Suspension Period, the Issuer may not designate any of its Subsidiaries as Unrestricted Subsidiaries.

There can be no assurance that the notes will ever achieve or maintain Investment Grade Ratings.

Limitation on Incurrence of Additional Indebtedness

(a) The Issuer will not, and will not permit any of its Restricted Subsidiaries to, directly or indirectly, create, incur, assume, guarantee, acquire, become liable, contingently or otherwise, with respect to, or otherwise become responsible for payment of (collectively, "*incur*"), any Indebtedness (other than Permitted Indebtedness); *provided*, *however*, that if no Default or Event of Default shall have occurred and be continuing at the time of or as a consequence of the incurrence of any such Indebtedness, the Issuer and any of its Restricted Subsidiaries that is, or upon such incurrence becomes, a Guarantor may incur Indebtedness (including, without limitation, Acquired Indebtedness) and any of its Restricted Subsidiaries that is not or will not become, upon such incurrence, a Guarantor may incur Acquired Indebtedness, in each case, if on the date of the incurrence of such Indebtedness, after giving effect to the incurrence thereof, the Issuer's Consolidated Fixed Charge Coverage Ratio is greater than 2.0 to 1.0.

(b) The Issuer will not, and will not permit any Guarantor to, directly or indirectly, incur any Indebtedness which by its terms (or by the terms of any agreement governing such Indebtedness) is expressly subordinated in right of payment to any other Indebtedness of the Issuer or such Guarantor, as the case may be, unless such Indebtedness is also by its terms (or by the terms of any agreement governing such Indebtedness) made expressly subordinate to the notes or the applicable Guarantee, as the case may be, to the same extent and in the same manner as such Indebtedness is subordinated to other Indebtedness of the Issuer or such Guarantor, as the case may be. For purposes of the foregoing, no Indebtedness will be deemed to be subordinated in right of payment to any other Indebtedness of the Issuer or any Guarantor solely by virtue of such Indebtedness being unsecured or by virtue of the fact that the holders of such Indebtedness have entered into one or more intercreditor agreements giving one or more of such holders priority over the other holders in the collateral held by them.

Limitation on Restricted Payments

The Issuer will not, and will not cause or permit any of its Restricted Subsidiaries to, directly or indirectly,

(1) declare or pay any dividend or make any distribution (other than dividends or distributions payable in Qualified Capital Stock of the Issuer) on or in respect of shares of Capital Stock of the Issuer to holders of that Capital Stock;

(2) purchase, redeem or otherwise acquire or retire for value any Capital Stock of the Issuer or any warrants, rights or options to purchase or acquire shares of any class of such Capital Stock;

(3) make any principal payment on, purchase, defease, redeem, prepay, decrease or otherwise acquire or retire for value, prior to any scheduled final maturity, scheduled repayment or scheduled sinking fund payment, any Indebtedness of the Issuer that is subordinate or junior in right of payment to the notes or any Guarantee (other than Indebtedness described in clause (7) of the definition of "Permitted Indebtedness"); or

(4) make any Investment (other than Permitted Investments)

(each of the actions listed above being referred to as a "*Restricted Payment*"), if at the time of such Restricted Payment or immediately after giving effect thereto:

(1) a Default or an Event of Default shall have occurred and be continuing; or

(2) the Issuer is not able to incur at least $1.00 of additional Indebtedness (other than Permitted Indebtedness) in compliance with the "Limitation on Incurrence of Additional Indebtedness" covenant; or

(3) the aggregate amount of Restricted Payments (including such proposed Restricted Payment) made on or after the Existing Notes Issue Date (the amount expended for such purposes, if other than in cash, being the fair market value of such property as determined reasonably and in good faith by the Issuer's Board of Directors) exceeds the sum of:

(a) 50% of the Issuer's cumulative Consolidated Net Income (or if cumulative Consolidated Net Income shall be a loss, minus 100% of such loss) for the period (treating such period as a single accounting period) commencing on the first day of the first full fiscal quarter commencing after the Existing Notes Issue Date to and including the last day of the fiscal quarter ended immediately prior to the date of such calculation for which consolidated financial statements are available; *plus*

(b) 100% of the aggregate Net Cash Proceeds received by the Issuer from any Person (other than a Subsidiary of the Issuer) from the issuance and sale subsequent to the Existing Notes Issue Date of Qualified Capital Stock of the Issuer; *plus*

(c) without duplication of any amounts included in clause (3)(b) above, 100% of the aggregate Net Cash Proceeds of any equity contribution received by the Issuer from a holder of its Capital Stock subsequent to the Existing Notes Issue Date; *plus*

(d) the amount by which the Issuer's Indebtedness or that of any of its Restricted Subsidiaries is reduced on the Issuer's balance sheet upon the conversion or exchange after the Existing Notes Issue Date of any of the Issuer's Indebtedness or any Indebtedness of its Restricted Subsidiaries incurred after the Existing Notes Issue Date into or for Qualified Capital Stock of the Issuer; *plus*

(e) without duplication, the sum of:

(I) the aggregate amount returned in cash on or with respect to Investments (other than Permitted Investments) made after the Existing Notes Issue Date whether through interest payments, principal payments, dividends or other distributions or payments;

(II) the net cash proceeds received by the Issuer or any of its Restricted Subsidiaries from the disposition of all or any portion of such Investments (other than to a Subsidiary of the Issuer); and

(III) upon redesignation of an Unrestricted Subsidiary as a Restricted Subsidiary, the fair market value of such Subsidiary (valued in each case as provided in the definition of "Investment");

provided, *however*, that the sum of clauses (I), (II) and (III) above will not exceed the aggregate amount of all such Investments made by the Issuer or any of its Restricted Subsidiaries in the relevant Person or Unrestricted Subsidiary after the Existing Notes Issue Date.

However, the provisions set forth in the immediately preceding paragraph do not prohibit:

(1) the payment of any dividend or other distribution within 60 days after the date of declaration of that dividend or other distribution if the dividend or other distribution would have been permitted on the date of declaration;

(2) the acquisition of any shares of the Issuer's Capital Stock, either (a) solely in exchange for shares of the Issuer's Qualified Capital Stock or (b) through the application of net proceeds of a substantially concurrent sale for cash (other than to a Subsidiary of the Issuer) of shares of the Issuer's Qualified Capital Stock;

(3) the acquisition of any Indebtedness of the Issuer that is subordinate or junior in right of payment to the notes or a Guarantee either:

(a) solely in exchange for shares of Qualified Capital Stock of the Issuer, or

(b) through the application of the net proceeds of a substantially concurrent sale for cash (other than to a Subsidiary of the Issuer) of:

(i) shares of Qualified Capital Stock of the Issuer; or

(ii) Refinancing Indebtedness;

(4) if no Default or Event of Default shall have occurred and be continuing, repurchases by the Issuer of Capital Stock of the Issuer from officers, directors and employees of the Issuer or any of its Subsidiaries or their authorized representatives upon the death, disability or termination of employment of such employees or termination of their seat on the Board of Directors of the Issuer, in an aggregate amount not to exceed $10.0 million in any calendar year with unused amounts in any calendar year being carried over to succeeding calendar years subject to a maximum of $15.0 million in any calendar year;

(5) if no Default or Event of Default shall have occurred and be continuing, other Restricted Payments in an aggregate amount not to exceed $150.0 million; and

(6) repurchases of Capital Stock deemed to occur upon the exercise of stock options, warrants or other convertible securities, to the extent such Capital Stock represents a portion of the consideration for such exercise.

In determining the aggregate amount of Restricted Payments made after the Existing Notes Issue Date in accordance with clause (3) of the immediately preceding paragraph (x) prior to the Issue Date, only amounts expended pursuant to the first paragraph of Section 4.3 of the Existing Notes Indenture and pursuant to clauses (1), (2)(b), (3)(b)(i), (4) and (5) of the second paragraph of Section 4.3 of the Existing Notes Indenture will be included in the calculation and (y) on and after the Issue Date, only amounts expended pursuant to the first paragraph of this "Limitation on Restricted Payments" covenant and pursuant to clauses (1), (2)(b), (3)(b)(i), (4) and (5) of the second paragraph of this "Limitation on Restricted Payments" covenant will be included in the calculation.

Not later than the date of making any Restricted Payment, the Issuer will deliver to the trustee an officers' certificate stating that such Restricted Payment complies with the indenture and setting forth in reasonable detail the basis upon which the required calculations were computed, which calculations may be based upon the Issuer's latest available internal quarterly financial statements.

Limitation on Asset Sales

The Issuer will not, and will not permit any of its Restricted Subsidiaries to, consummate an Asset Sale unless:

(1) the Issuer or the applicable Restricted Subsidiary, as the case may be, receives consideration at the time of such Asset Sale at least equal to the fair market value of the assets sold or otherwise disposed of (as determined in good faith by the Issuer's senior management or, in the case of an Asset Sale in excess of $25.0 million, the Issuer's Board of Directors);

(2) at least 75% of the consideration received by the Issuer or the Restricted Subsidiary, as the case may be, from such Asset Sale shall be in the form of:

(a) cash or Cash Equivalents,

(b) properties and assets to be owned by the Issuer or any of its Restricted Subsidiaries and used in a Permitted Business, or

(c) Capital Stock in one or more Persons engaged in a Permitted Business that are or thereby become Restricted Subsidiaries of the Issuer,

and, in each case, such consideration is received at the time of such disposition; *provided* that the amount of

(i) any liabilities (as shown on the Issuer's or such Restricted Subsidiary's most recent balance sheet) of the Issuer or such Restricted Subsidiary (other than liabilities that are by their terms subordinated to the notes) that are assumed by the transferee of any such assets, and

(ii) any securities received by the Issuer or any such Restricted Subsidiary from such transferee that are converted by the Issuer or such Restricted Subsidiary into cash or Cash Equivalents within 90 days after such Asset Sale (to the extent of the cash or Cash Equivalents actually so converted),

shall be deemed to be cash for the purposes of this provision only; and

(3) upon the consummation of such Asset Sale, the Issuer will apply, or cause such Restricted Subsidiary to apply, the Net Cash Proceeds relating to such Asset Sale within 365 days of receipt thereof to (A) make an Investment (i) in properties and assets that replace the properties and assets that were the subject of such Asset Sale or (ii) in properties and assets that will be used by the Issuer or a Restricted Subsidiary in a Permitted Business (clauses (i) and (ii) collectively referred to as "*Replacement Assets*"), (B) repay Indebtedness of the Issuer and the Restricted Subsidiaries under the Credit Agreement (and, to the extent such Indebtedness under the Credit Agreement is comprised of a revolving credit facility or arrangement, simultaneously effect a permanent reduction of commitments thereunder in an amount equal to such repayment) or (C) a combination of (A) and (B) of this clause (3).

On the 366th day after such Asset Sale or such earlier date, if any, as the Issuer's Board of Directors or of such Restricted Subsidiary determines not to apply the Net Cash Proceeds relating to such Asset Sale as set forth in clause (3) of the immediately preceding paragraph (each, a "*Net Proceeds Offer Trigger Date*"), such aggregate amount of Net Cash Proceeds which have not been applied on or before such Net Proceeds Offer Trigger Date (each a "*Net Proceeds Offer Amount*") shall be applied by the Issuer or such Restricted Subsidiary to make an offer to purchase from the holders of

the notes, and, if required by the terms of any Other Pari Passu Obligations, from the holders of such Other Pari Passu Obligations (the "*Net Proceeds Offer*") on a date (the "*Net Proceeds Offer Payment Date*") not less than 30 nor more than 60 days following the applicable Net Proceeds Offer Trigger Date, on a *pro rata* basis, an amount of notes and Other Pari Passu Obligations equal to the Net Proceeds Offer Amount at a price equal to 100% of the principal amount of the notes and Other Pari Passu Obligations to be purchased, plus accrued and unpaid interest thereon, if any, to the date of purchase.

If at any time any non-cash consideration received by the Issuer or any Restricted Subsidiary of the Issuer, as the case may be, in connection with such Asset Sale is converted into or sold or otherwise disposed of for cash (other than interest received with respect to any such non-cash consideration), then such conversion or disposition shall be deemed to constitute an Asset Sale hereunder as of the date of such conversion or disposition and the Net Cash Proceeds thereof will be applied in accordance with this covenant.

The Issuer may defer the Net Proceeds Offer until there is an aggregate unutilized Net Proceeds Offer Amount equal to or in excess of $25.0 million (the "*Net Proceeds Trigger*") resulting from one or more Asset Sales (at which time, the entire unutilized Net Proceeds Offer Amount, and not just the amount in excess of $25.0 million, shall be applied as required pursuant to the second preceding paragraph).

Notice of each Net Proceeds Offer pursuant to paragraph (a) will be mailed to the record holders as shown on the register of holders within 25 days following the Net Proceeds Offer Trigger Date, with a copy to the trustee, and will comply with the procedures set forth in the indenture. Upon receiving notice of the Net Proceeds Offer, holders may elect to tender their notes or Other Pari Passu Obligations in whole or in part in denominations of $2,000 or integral multiples of $1,000 in excess thereof in exchange for cash. To the extent holders properly tender notes and Other Pari Passu Obligations in an amount exceeding the Net Proceeds Offer Amount, notes and Other Pari Passu Obligations of tendering holders will be purchased on a *pro rata* basis (based on amounts tendered). To the extent that the aggregate amount of the notes and Other Pari Passu Obligations tendered pursuant to a Net Proceeds Offer is less than the Net Proceeds Offer Amount, the Issuer may use such excess Net Proceeds Offer Amount for general corporate purposes or for any other purposes not prohibited by the indenture. Upon completion of any such Net Proceeds Offer, the Net Proceeds Offer Amount shall be reset at zero. A Net Proceeds Offer shall remain open for a period of 20 business days or such longer period as may be required by law.

The Issuer will comply with the requirements of Rule 14e-1 under the Exchange Act and any other securities laws and regulations thereunder to the extent such laws and regulations are applicable in connection with the repurchase of notes pursuant to a Net Proceeds Offer. To the extent that the provisions of any securities laws or regulations conflict with the "Asset Sale" provisions of the indenture, the Issuer shall comply with the applicable securities laws and regulations and shall not be deemed to have breached their obligations under the "Asset Sale" provisions of the indenture by virtue thereof. The covenant and other provisions contained in the indenture relating to the Issuer's obligation to make a Net Proceeds Offer may be waived or modified with the written consent of the holders of a majority in principal amount of the notes.

Limitations on Dividend and Other Payment Restrictions Affecting Subsidiaries

The Issuer will not, and will not cause or permit any of its Restricted Subsidiaries (other than a Restricted Subsidiary that has executed a Guarantee) to, directly or indirectly, create or otherwise cause or permit to exist or become effective any encumbrance or restriction on the ability of any Restricted Subsidiary of the Issuer to:

(a) pay dividends or make any other distribution on or in respect of its Capital Stock;

(b) make loans or advances or pay any Indebtedness or other obligation owed to the Issuer or any other Restricted Subsidiary of the Issuer; or

(c) transfer any of its property or assets to the Issuer or any other Restricted Subsidiary of the Issuer,

except for such encumbrances or restrictions existing under or by reason of:

(1) applicable law, rule, regulation, order, grant or governmental permit;

(2) the indenture;

(3) the Credit Agreement;

(4) customary non-assignment provisions of any contract, license or lease of any of the Issuer's Restricted Subsidiaries;

(5) any instrument governing Acquired Indebtedness, which encumbrance or restriction is not applicable to any Person, or the properties or assets of any Person, other than the Person or the properties or assets of the Person so acquired;

(6) agreements existing or entered into on the Issue Date to the extent and in the manner such agreements are in effect on the Issue Date;

(7) purchase money obligations for property acquired in the ordinary course of business or Capitalized Lease Obligations that impose restrictions of the nature discussed in clause (c) above on the property so acquired;

(8) contracts for the sale of assets, including, without limitation, customary restrictions with respect to a Restricted Subsidiary of ours pursuant to an agreement that has been entered into for the sale or disposition of all or substantially all of the Capital Stock or assets of such Restricted Subsidiary;

(9) secured Permitted Indebtedness or secured Indebtedness otherwise permitted to be incurred pursuant to the covenants described under "—Limitation on Incurrence of Additional Indebtedness" and "—Limitation on Liens" that limit the right of the debtor to dispose of the assets securing such Indebtedness;

(10) customary provisions in joint venture agreements and other similar agreements entered into in the ordinary course of business;

(11) customary net worth and restrictions on transfer, assignment or subletting provisions contained in leases and other agreements entered into by the Issuer or any Restricted Subsidiary;

(12) any restriction in any agreement or instrument of a Receivables Entity governing a Qualified Receivables Transaction; *provided* that such restrictions apply only to such Receivables Entity or Receivables and Related Assets;

(13) any agreement governing Indebtedness incurred to Refinance the Indebtedness issued, assumed or incurred pursuant to an agreement referred to in clauses (1) through (12) above; *provided*, *however*, that the provisions relating to such encumbrance or restriction contained in any such Indebtedness, taken as a whole, are no less favorable to the Issuer in any material respect as determined by its Board of Directors in its reasonable and good faith judgment than the provisions relating to such encumbrance or restriction contained in the agreements referred to in such clauses; or

(14) any agreement governing Permitted Indebtedness or Indebtedness otherwise permitted to be incurred pursuant to the "Limitation on Incurrence of Additional Indebtedness" covenant; *provided* that the provisions relating to such encumbrance or restriction contained in such

Indebtedness, taken as a whole, are no less favorable to the Issuer in any material respect as determined by its Board of Directors in its reasonable and good faith judgment than the provisions contained in the Credit Agreement or in the indenture as in effect on the Issue Date.

Limitation on the Issuance and Sale of Capital Stock of Restricted Subsidiaries

The Issuer will not sell, and will not permit any of its Restricted Subsidiaries, directly or indirectly, to issue or sell, any shares of Capital Stock of a Restricted Subsidiary (including options, warrants or other rights to purchase shares of such Capital Stock) except:

(1) to the Issuer or a Wholly Owned Restricted Subsidiary;

(2) issuance of directors' qualifying shares or sales to foreign nationals of shares of Capital Stock of the Issuer's Foreign Restricted Subsidiaries, to the extent required by applicable law;

(3) if, immediately after giving effect to such issuance or sale, such Restricted Subsidiary would no longer constitute a Restricted Subsidiary and any Investment in such Person remaining after giving effect to such issuance or sale would have been permitted to be made under the "Limitation on Restricted Payments" covenant if made on the date of such issuance or sale; or

(4) the sale or issuance of Common Stock that is Qualified Capital Stock of a Restricted Subsidiary of the Issuer, if the proceeds from such issuance and sale are applied in accordance with the "Limitation on Asset Sales" covenant.

Limitation on Issuances of Guarantees by Restricted Subsidiaries

The Issuer will not permit any of its Restricted Subsidiaries, directly or indirectly, to guarantee any of the Issuer's Indebtedness or any Indebtedness of the Issuer's Domestic Restricted Subsidiaries, unless (1) such Restricted Subsidiary simultaneously executes and delivers a supplemental indenture to the indenture providing for a senior unsecured Guarantee of payment of the notes by such Restricted Subsidiary, and (2) such Restricted Subsidiary waives and will not in any manner whatsoever claim or take the benefit or advantage of any rights of reimbursement, indemnity or subrogation or any other rights against the Issuer or any other Restricted Subsidiary as a result of any payment by such Restricted Subsidiary under its Guarantee so long as any notes remain outstanding.

Notwithstanding the foregoing or the covenant set forth below under "—Future Guarantors," any Guarantee by a Restricted Subsidiary may provide by its terms that it shall be automatically and unconditionally released and discharged upon

(1) any sale, exchange or transfer, to any Person not an Affiliate of the Issuer, of all of the Issuer's and each of its Restricted Subsidiary's Capital Stock in, or all or substantially all the assets of, such Restricted Subsidiary (which sale, exchange or transfer is not prohibited by the indenture),

(2) the release or discharge of the guarantee, if any, which resulted in the creation of such Guarantee, except a discharge or release by or as a result of payment under such guarantee, or

(3) the designation of such Restricted Subsidiary as an Unrestricted Subsidiary in accordance with the provisions of the indenture.

Future Guarantors

If the Issuer organizes or acquires any Domestic Restricted Subsidiary (each, a "*New Domestic Restricted Subsidiary*") having total assets with a book value in excess of $1.0 million, the Issuer will cause such New Domestic Restricted Subsidiary to promptly execute and deliver to the trustee a Guarantee or a joinder thereto.

Thereafter, such New Domestic Restricted Subsidiary shall be a Guarantor for all purposes of the indenture. Furthermore, the Issuer shall have delivered to the trustee an officers' certificate and an opinion of counsel, each stating that such supplemental indenture complies with the applicable provisions of the indenture, that all conditions precedent in the indenture relating to such transaction have been satisfied and that such supplemental indenture is enforceable, subject to customary qualifications.

Limitation on Liens

The Issuer will not, and will not cause or permit any of its Restricted Subsidiaries to, directly or indirectly, create, incur, assume or permit or suffer to exist any Lien of any kind against or upon any property or assets of the Issuer or any of its Restricted Subsidiaries whether owned on the Issue Date or acquired after the Issue Date, or any proceeds therefrom, or assign or otherwise convey any right to receive income or profits therefrom unless the notes are equally and ratably secured (or secured on a senior basis to such Lien, if such Lien secures any subordinated Indebtedness), except for the following Liens which are expressly permitted:

(a) Liens existing as of the Issue Date (other than Liens referred to in clause (b) below);

(b) Liens securing Indebtedness under the Credit Agreement incurred pursuant to clause (2) of the definition of "Permitted Indebtedness;"

(c) Liens securing Indebtedness permitted to be incurred pursuant to the indenture; *provided* that on the date of the incurrence of such Indebtedness, and after giving pro forma effect thereto and to the application of the proceeds thereof, the Consolidated Secured Leverage Ratio would be no greater than 2.0 to 1.0;

(d) Liens in favor of the Issuer or a Wholly Owned Restricted Subsidiary of the Issuer on assets of any Restricted Subsidiary of the Issuer;

(e) Liens securing Refinancing Indebtedness which is incurred to Refinance any Indebtedness (including, without limitation, Acquired Indebtedness) which has been secured by a Lien permitted under the indenture and which has been incurred in accordance with the provisions of the indenture; *provided*, *however*, that such Liens:

(i) are no less favorable to holders of the notes and are not more favorable to the lienholders with respect to such Liens than the Liens in respect of the Indebtedness being Refinanced; and

(ii) do not extend to or cover any property or assets of ours or any of the Issuer's Restricted Subsidiaries not securing the Indebtedness so Refinanced;

(f) Liens securing Indebtedness of the Issuer's Restricted Subsidiaries that are not Guarantors so long as such Indebtedness is otherwise permitted under the indenture;

(g) Liens securing the notes and the Guarantees; and

(h) Permitted Liens.

Merger, Consolidation and Sale of Assets

The Issuer will not, in a single transaction or series of related transactions, consolidate or merge with or into any Person, or sell, assign, transfer, lease, convey or otherwise dispose of all or

substantially all of its assets (determined on a consolidated basis for the Issuer and its Restricted Subsidiaries) whether as an entirety or substantially as an entirety to any Person unless:

(1) either (a) the Issuer shall be the surviving or continuing corporation, partnership, trust or limited liability company or (b) the Person (if other than the Issuer) formed by such consolidation or into which the Issuer is merged or the Person which acquires by sale, assignment, transfer, lease, conveyance or other disposition the properties and assets of the Issuer and of its Restricted Subsidiaries substantially as an entirety (the "*Surviving Entity*"):

(x) shall be a corporation organized and validly existing under the laws of the United States or any State thereof or the District of Columbia; and

(y) shall expressly assume, by supplemental indenture (in form and substance satisfactory to the trustee), executed and delivered to the trustee, the due and punctual payment of the principal of and premium, if any, and interest on all of the notes and the performance of every covenant of the notes and the indenture on the part of the Issuer to be performed or observed;

(2) immediately after giving effect to such transaction on a pro forma basis and the assumption contemplated by clause (1)(b)(y) above (including giving effect to any Indebtedness and Acquired Indebtedness incurred or anticipated to be incurred in connection with or in respect of such transaction), the Issuer or such Surviving Entity, as the case may be, shall be able to incur at least $1.00 of additional Indebtedness (other than Permitted Indebtedness) pursuant to the "—Limitation on Incurrence of Additional Indebtedness" covenant;

(3) immediately before and immediately after giving effect to such transaction on a pro forma basis and the assumption contemplated by clause (1)(b)(y) above (including, without limitation, giving effect to any Indebtedness and Acquired Indebtedness incurred or anticipated to be incurred or repaid and any Lien granted or to be released in connection with or in respect of the transaction), no Default or Event of Default shall have occurred or be continuing; and

(4) the Issuer or the Surviving Entity, as the case may be, shall have delivered to the trustee an officers' certificate and an opinion of counsel, each stating that such consolidation, merger, sale, assignment, transfer, lease, conveyance or other disposition and, if a supplemental indenture is required in connection with such transaction, such supplemental indenture comply with the applicable provisions of the indenture and that all conditions precedent in the indenture relating to such transaction have been satisfied.

Notwithstanding the foregoing, (a) the merger of the Issuer with an Affiliate incorporated solely for the purpose of reincorporating the Issuer in another jurisdiction shall be permitted and (b) the merger of any Restricted Subsidiary of the Issuer into the Issuer or the transfer, lease, conveyance or other disposition of all or substantially all of the assets of a Restricted Subsidiary of the Issuer to the Issuer shall be permitted so long as the Issuer delivers to the trustee an officers' certificate stating that the purpose of such merger, transfer, lease, conveyance or other disposition is not to consummate a transaction that would otherwise be prohibited by clause (3) of this covenant.

For purposes of the foregoing, the transfer (by lease, assignment, sale or otherwise, in a single transaction or series of transactions) of all or substantially all of the properties or assets of one or more Restricted Subsidiaries of the Issuer the Capital Stock of which constitutes all or substantially all of the properties and assets of the Issuer shall be deemed to be the transfer of all or substantially all of the properties and assets of the Issuer.

The indenture provides that upon any consolidation, combination or merger or any transfer of all or substantially all of the assets of the Issuer in accordance with the foregoing in which the Issuer is not the continuing corporation, the successor Person formed by such consolidation or into which the

Issuer is merged or to which such conveyance, lease or transfer is made shall succeed to, and be substituted for, and may exercise every right and power of, the Issuer under the indenture and the notes with the same effect as if such Surviving Entity had been named as such.

Furthermore, the Issuer shall have delivered to the trustee an officers' certificate and an opinion of counsel, each stating that such transaction and, if a supplemental indenture is required in connection with such transaction, such supplemental indenture complies with the applicable provisions of the indenture, that all conditions precedent in the indenture relating to such transaction have been satisfied and that such supplemental indenture is enforceable, subject to customary qualifications.

Each Guarantor (other than any Guarantor whose Guarantee is to be released in accordance with the terms of such Guarantee and the indenture in connection with any transaction complying with the provisions of "—Limitation on Asset Sales") will not, and the Issuer will not cause or permit any Guarantor to, consolidate with or merge with or into any Person other than the Issuer or any other Guarantor unless:

(1) the entity formed by or surviving any such consolidation or merger (if other than the Guarantor) or to which such sale, lease, conveyance or other disposition shall have been made is a corporation organized and existing under the laws of the United States, any State thereof, the District of Columbia or the jurisdiction in which such Guarantor is organized;

(2) such entity assumes by supplemental indenture all of the obligations of the Guarantor on its Guarantee;

(3) immediately after giving effect to such transaction on a *pro forma* basis, no Default or Event of Default shall have occurred and be continuing; and

(4) immediately after giving effect to such transaction and the use of any net proceeds therefrom on a pro forma basis, the Issuer could satisfy the provisions of clause (2) of the first paragraph of this covenant.

Any merger or consolidation of a Guarantor with and into the Issuer (with the Issuer being the surviving entity) or another Guarantor that is a Wholly Owned Restricted Subsidiary of the Issuer need only comply with clause (4) of the first paragraph of this covenant.

Limitations on Transactions with Affiliates

(1) The Issuer will not, and will not permit any of its Restricted Subsidiaries to, directly or indirectly, enter into or permit to exist any transaction or series of related transactions (including, without limitation, the purchase, sale, lease or exchange of any property or the rendering of any service) with, or for the benefit of, any of its Affiliates (each an "*Affiliate Transaction*"), other than

(a) Affiliate Transactions permitted under paragraph (2) below and

(b) Affiliate Transactions on terms that are no less favorable than those that could reasonably have been obtained in a comparable transaction at such time on an arm's-length basis from a Person that is not an Affiliate of the Issuer or such Restricted Subsidiary.

All Affiliate Transactions (and each series of related Affiliate Transactions which are similar or part of a common plan) involving aggregate payments or other property with a fair market value in excess of $10.0 million shall be approved by the Issuer's Board of Directors or the Board of Directors of such Restricted Subsidiary, as the case may be, such approval to be evidenced by a Board Resolution stating that such Board of Directors has determined that such transaction complies with the foregoing provisions. If the Issuer or any of its Restricted Subsidiaries enters into an Affiliate Transaction (or a series of related Affiliate Transactions related to a common plan) that involves an aggregate fair market value of more than $25.0 million, the Issuer or such Restricted Subsidiary, as the case may be, shall,

prior to the consummation thereof, obtain a favorable opinion as to the fairness of such transaction or series of related transactions to the Issuer or the relevant Restricted Subsidiary, as the case may be, from a financial point of view, from an Independent Financial Advisor and file the same with the trustee.

(2) The restrictions set forth in clause (1) shall not apply to:

(a) reasonable fees and compensation paid to, and indemnity provided on behalf of, officers, directors, employees or consultants of the Issuer or any Restricted Subsidiary of the Issuer as determined in good faith by the Board of Directors of the Issuer;

(b) transactions exclusively between the Issuer and any of its Restricted Subsidiaries or exclusively among such Restricted Subsidiaries, *provided* such transactions are not otherwise prohibited by the indenture;

(c) any agreement as in effect or entered into as of the Issue Date or any amendment thereto or any transaction contemplated thereby (including pursuant to any amendment thereto) or in any replacement agreement thereto so long as any such amendment or replacement agreement is not more disadvantageous to the holders in any material respect than the original agreement as in effect on the Issue Date;

(d) transactions effected as part of a Qualified Receivables Transaction;

(e) Restricted Payments and Permitted Investments permitted by the indenture (other than transactions with a Person that is an Affiliate other than as a result of such Investment);

(f) the issuance of securities or other payments, awards or grants in cash, securities or otherwise pursuant to, or the funding of, employment arrangements, stock options and stock ownership plans or similar employee benefit plans approved by the Board of Directors of the Issuer in good faith; and

(g) transactions with a Person (other than an Unrestricted Subsidiary) that is an Affiliate of the Issuer solely because the Issuer owns, directly or indirectly, any Capital Stock in such Person.

Reports to Holders

The indenture provides that, whether or not required by the rules and regulations of the Commission, so long as any notes are outstanding, the Issuer will file a copy of the following information and reports with the Commission for public availability (unless the Commission will not accept such a filing) and will furnish to the holders of notes and to securities analysts and prospective investors, upon their written request:

(1) all quarterly and annual financial information that would be required to be contained in a filing with the Commission on Forms 10-Q and 10-K under the Exchange Act if the Issuer were required to file such forms, including a "Management's Discussion and Analysis of Financial Condition and Results of Operations" that describes the financial condition and results of operations of the Issuer and its consolidated Subsidiaries and, with respect to the annual information only, a report thereon by the Issuer's certified independent accountants; and

(2) all current reports that would be required to be filed with the Commission on Form 8-K under the Exchange Act if the Issuer were required to file such reports, in each case within the time periods specified in the Commission's rules and regulations.

In addition, whether or not required by the rules and regulations of the Commission, the Issuer will file a copy of all such information and reports with the Commission for public availability within the time periods specified in the Commission's rules and regulations (unless the Commission will not

accept such a filing) and make such information available to securities analysts and prospective investors upon written request to the Issuer.

In addition, for so long as any notes remain outstanding, the Issuer shall furnish to the holders and to securities analysts and prospective investors, upon their request, the information required to be delivered pursuant to Rule 144A(d)(4) under the Securities Act.

Events of Default

The following events are defined in the indenture as "Events of Default:"

(1) the failure to pay interest on any note when the same becomes due and payable and the default continues for a period of 30 days;

(2) the failure to pay the principal of any note when such principal becomes due and payable, at maturity, upon redemption or otherwise (including the failure to make a payment to purchase notes tendered pursuant to a Change of Control Offer or a Net Proceeds Offer);

(3) a default by the Issuer or any of its Restricted Subsidiaries in the observance or performance of any other covenant or agreement contained in the indenture, which default continues for a period of 45 days after the Issuer receives written notice specifying the default (and demanding that such default be remedied) from the trustee or the holders of at least 25% of the outstanding principal amount of the notes;

(4) the failure to pay at final stated maturity (giving effect to any applicable grace periods and any extensions thereof) the principal amount of any of the Issuer's Indebtedness or the Indebtedness of any of the Issuer's Restricted Subsidiaries, or the acceleration of the final stated maturity of any such Indebtedness by the holders thereof, if the aggregate principal amount of such Indebtedness, together with the principal amount of any other such Indebtedness in default for failure to pay principal at final stated maturity or which has been accelerated, exceeds $25.0 million at any time;

(5) one or more judgments in an aggregate amount in excess of $25.0 million shall have been rendered against the Issuer or any of its Restricted Subsidiaries and such judgments remain undischarged, unpaid or unstayed for a period of 60 days after such judgments become final and non-appealable;

(6) certain events of bankruptcy affecting the Issuer or any of its Significant Subsidiaries; and

(7) any Guarantee made by a Significant Subsidiary ceases to be in full force and effect or any Guarantee made by a Significant Subsidiary is declared to be null and void and unenforceable or any Guarantee made by a Significant Subsidiary is found to be invalid or any such Guarantor denies its liability under its Guarantee (other than by reason of release of a Guarantor in accordance with the terms of the indenture).

If an Event of Default (other than an Event of Default specified in clause (6) above with respect to the Issuer) shall occur and be continuing, the trustee or the holders of at least 25% in principal amount of outstanding notes may declare the principal of and accrued interest on all the notes to be due and payable by notice in writing to the Issuer and the trustee specifying the respective Event of Default and that it is a "notice of acceleration" (the "*Acceleration Notice*"), and the same shall become immediately due and payable.

If an Event of Default specified in clause (6) above with respect to the Issuer occurs and is continuing, then all unpaid principal of and premium, if any, and accrued and unpaid interest on all of the outstanding notes shall automatically become and be immediately due and payable without any declaration or other act on the part of the trustee or any holder.

The indenture provides that, at any time after a declaration of acceleration with respect to the notes as described in the preceding paragraph, the holders of a majority in principal amount of the notes may rescind and cancel such declaration and its consequences:

(1) if the rescission would not conflict with any judgment or decree;

(2) if all existing Events of Default have been cured or waived except nonpayment of principal or interest that has become due solely because of the acceleration;

(3) to the extent the payment of such interest is lawful, interest on overdue installments of interest and overdue principal, which has become due otherwise than by such declaration of acceleration, has been paid;

(4) if the Issuer has paid the trustee its reasonable compensation and reimbursed the trustee for its expenses, disbursements and advances; and

(5) in the event of the cure or waiver of an Event of Default of the type described in clause (6) of the description above of Events of Default, the trustee shall have received an officers' certificate and an opinion of counsel that such Event of Default has been cured or waived.

No such rescission will affect any subsequent Default or Event of Default or impair any right consequent thereto.

The holders of a majority in principal amount of the notes may waive any existing Default or Event of Default under the indenture, and its consequences, except a Default in the payment of the principal of or interest on any notes.

Holders of the notes may not enforce the indenture or the notes except as provided in the indenture and under the TIA. Subject to the provisions of the indenture relating to the duties of the trustee, the trustee will be under no obligation to exercise any of its rights or powers under the indenture at the request, order or direction of any of the holders, unless such holders have offered to the trustee reasonable indemnity. Subject to all provisions of the indenture and applicable law, the holders of a majority in aggregate principal amount of the then outstanding notes have the right to direct the time, method and place of conducting any proceeding for any remedy available to the trustee or exercising any trust or power conferred on the trustee.

Under the indenture, the Issuer will be required to provide an officers' certificate to the trustee

- promptly upon any such officer obtaining knowledge of any Default or Event of Default, describing such Default or Event of Default and the status thereof, and

- annually, describing whether or not such officer knows of any Default or Event of Default.

No Personal Liability of Directors, Officers, Employees, Members and Stockholders

No Affiliate, director, officer, employee, limited liability company member or stockholder of the Issuer or any Subsidiary, as such, shall have any liability for any obligations of the Issuer or any Guarantor under the notes or the indenture or any Guarantee or for any claim based on, in respect of, or by reason of, such obligations or their creation. Each holder of notes by accepting a note waives and releases all such liability. The waiver and release were part of the consideration for issuance of the notes.

Legal Defeasance and Covenant Defeasance

The Issuer may at any time elect to have its obligations and the obligations of any Guarantor discharged with respect to the outstanding notes ("*Legal Defeasance*"). Such Legal Defeasance means that the Issuer will be deemed to have paid and discharged the entire Indebtedness represented by the outstanding notes, except for:

(1) the rights of holders to receive payments in respect of the principal of, premium, if any, and interest on the notes when such payments are due;

(2) the Issuer's obligations with respect to the notes concerning issuing temporary notes, registration of notes, mutilated, destroyed, lost or stolen notes, and the maintenance of an office or agency for payments;

(3) the rights, powers, trust, duties and immunities of the trustee and the Issuer's obligations in connection therewith; and

(4) the Legal Defeasance provisions of the indenture.

In addition, the Issuer may at any time elect to have its obligations released with respect to certain covenants that are described in the indenture ("*Covenant Defeasance*"). Any omission to comply with such obligations would then not constitute a Default or Event of Default with respect to the notes. If Covenant Defeasance occurs, the Issuer's failure to perform these covenants will no longer constitute an Event of Default with respect to the notes.

In order to exercise either Legal Defeasance or Covenant Defeasance:

(1) the Issuer must irrevocably deposit with the trustee, in trust, for the benefit of the holders cash in U.S. dollars, non-callable U.S. government obligations, or a combination thereof, in such amounts as will be sufficient, in the opinion of a nationally recognized firm of independent public accountants, to pay the principal of, premium, if any, and interest on the notes on the stated date for payment thereof or on the applicable redemption date, as the case may be;

(2) in the case of Legal Defeasance, the Issuer must deliver to the trustee an opinion of counsel in the United States reasonably acceptable to the trustee confirming that:

(a) the Issuer has received from, or there has been published by, the Internal Revenue Service a ruling; or

(b) since the Issue Date, there has been a change in the applicable Federal income tax law,

in either case to the effect that, and based thereon such opinion of counsel shall confirm that, the holders will not recognize income, gain or loss for Federal income tax purposes as a result of such Legal Defeasance and will be subject to Federal income tax on the same amounts, in the same manner and at the same times as would have been the case if such Legal Defeasance had not occurred;

(3) in the case of Covenant Defeasance, the Issuer must deliver to the trustee an opinion of counsel in the United States reasonably acceptable to the trustee confirming that the holders will not recognize income, gain or loss for Federal income tax purposes as a result of such Covenant Defeasance and will be subject to Federal income tax on the same amounts, in the same manner and at the same times as would have been the case if such Covenant Defeasance had not occurred;

(4) no Default or Event of Default shall have occurred and be continuing on the date of such deposit or insofar as Events of Default from bankruptcy or insolvency events are concerned, at any time in the period ending on the 91st day after the date of deposit;

(5) such Legal Defeasance or Covenant Defeasance must not result in a breach or violation of, or constitute a default under, the indenture, the Credit Agreement or any other material agreement or instrument to which the Issuer or any of its Subsidiaries is a party or by which the Issuer or any of its Subsidiaries is bound;

(6) the Issuer must deliver to the trustee an officers' certificate stating that the deposit was not made by it with the intent of preferring the holders over any other of the Issuer's creditors or with the intent of defeating, hindering, delaying or defrauding any other of the Issuer's creditors or others;

(7) the Issuer must deliver to the trustee an officers' certificate and an opinion of counsel, each stating that all conditions precedent to the Legal Defeasance or the Covenant Defeasance were complied with;

(8) the Issuer must deliver to the trustee an opinion of counsel to the effect that if no intervening bankruptcy of the Issuer occurs between the date of deposit and the 91st day following the date of the deposit and no holder is an insider of the Issuer, then after the 91st day following the date of the deposit the trust funds will not be subject to the effect of Section 547 of the United States Bankruptcy Code or Section 15 of the New York Debtor and Creditor Law; and

(9) certain other customary conditions precedent are satisfied.

However, the opinion of counsel required by clause (2) above is not required if all notes not theretofore delivered to the trustee for cancellation have become due and payable, will become due and payable on the maturity date within one year or are to be called for redemption within one year under arrangements reasonably satisfactory to the trustee for the giving of notice of redemption by the trustee in the Issuer's name, and at the Issuer's expense.

Satisfaction and Discharge

The indenture will be discharged when:

(1) either (a) all the notes theretofore authenticated and delivered (except lost, stolen or destroyed notes which have been replaced or paid and notes for whose payment money has theretofore been deposited in trust or segregated and held in trust by the Issuer and thereafter repaid to the Issuer or discharged from such trust) have been delivered to the trustee for cancellation or (b) all notes not theretofore delivered to the trustee for cancellation (i) have become due and payable or (ii) will become due and payable within one year, or are to be called for redemption within one year, under arrangements reasonably satisfactory to the trustee for the giving of notice of redemption by the trustee in the name, and at the expense, of the Issuer, and the Issuer has irrevocably deposited or caused to be deposited with the trustee funds in an amount sufficient to pay and discharge the entire indebtedness on the notes not theretofore delivered to the trustee for cancellation, for principal of, premium, if any, and interest on the notes to the date of maturity or redemption, as the case may be, together with irrevocable instructions from the Issuer directing the trustee to apply such funds to the payment thereof at maturity or redemption, as the case may be;

(2) the Issuer has paid all other sums payable under the indenture by it; and

(3) the Issuer has delivered to the trustee an officers' certificate and an opinion of counsel stating that all conditions precedent under the indenture relating to the satisfaction and discharge of the indenture have been complied with.

When the indenture is discharged, it ceases to be of further effect except for surviving rights of registration or transfer or exchange of the notes.

Modification of the Indenture

From time to time, the Issuer, the Guarantors or the trustee, without the consent of the holders, may amend the indenture to cure ambiguities, defects or inconsistencies and to add Guarantees, so long as such change does not, in the good faith determination of the Issuer's Board of Directors, adversely affect the rights of any of the holders of the notes in any material respect. In making its determination, the Issuer's Board of Directors may rely on such evidence as it deems appropriate. Other modifications and amendments of the indenture may be made with the consent of the holders of

a majority in principal amount of the then outstanding notes issued under the indenture, except that the consent of each holder affected thereby is required to:

(1) reduce the amount of notes whose holders must consent to an amendment;

(2) reduce the rate of or change or have the effect of changing the time for payment of interest, including defaulted interest, on any notes;

(3) reduce the principal of or change or have the effect of changing the fixed maturity of any notes, or change the date on which any notes may be subject to redemption or reduce the redemption price therefor as described under "—Redemption;"

(4) make any notes payable in money other than that stated in the notes;

(5) make any changes in provisions of the indenture protecting the right of each holder to receive payment of principal of and interest on such note on or after the due date thereof or to bring suit to enforce such payment, or permitting holders of a majority in principal amount of the notes to waive Defaults or Events of Default;

(6) modify or change any provision of the indenture or the related definitions affecting the ranking of the notes or any Guarantee in a manner which adversely affects the holders;

(7) amend, change or modify in any material respect the obligation of the Issuer to make and consummate a Change of Control Offer in the event of a Change of Control which has occurred or modify any of the provisions or definitions with respect thereto after a Change of Control has occurred;

(8) make any change in the foregoing amendment provisions which require each holder's consent or in the waiver provisions; or

(9) release any Guarantor that is a Significant Subsidiary from any of its obligations under its Guarantee or the indenture other than in accordance with the terms of the indenture.

Governing Law

The indenture, the notes and any Guarantee are governed by, and construed in accordance with, the laws of the State of New York but without giving effect to applicable principles of conflicts of law to the extent that the application of the law of another jurisdiction would be required thereby.

The Trustee

U.S. Bank National Association is the trustee under the indenture and has been appointed to act as registrar and paying agent with respect to the notes. The indenture provides that, except during the continuance of an Event of Default, the trustee will perform only such duties as are specifically set forth in the indenture. During the existence of an Event of Default known to the trustee, the trustee will exercise such rights and powers vested in it by the indenture and use the same degree of care and skill in its exercise as a prudent man would exercise or use under the circumstances in the conduct of his own affairs. The trustee is under no obligation to exercise any of its rights or powers under the indenture at the request of any holder of the notes unless such holder shall have offered the trustee security and indemnity satisfactory to it against any loss, liability or expense which might be incurred by it as a result of complying with such request.

If the trustee becomes a creditor of ours, the indenture and the provisions of the TIA limit the rights of the trustee to obtain payments of its claims or to realize on certain property received in respect of its claims. Subject to the TIA, the trustee will be permitted to engage in other transactions; however, if the trustee acquires any conflicting interest as described in the TIA, it must eliminate such conflict or resign.

Certain Definitions

Set forth below is a summary of certain of the defined terms used in the indenture. You should read the indenture for the full definition of all such terms and any other terms used herein for which no definition is provided.

"*Acquired Indebtedness*" means Indebtedness of a Person or any of its Subsidiaries

(1) existing at the time such Person becomes a Restricted Subsidiary of the Issuer or at the time it merges or consolidates with the Issuer or any of its Restricted Subsidiaries or

(2) assumed in connection with the acquisition of assets from such Person,

in each case, not incurred by such Person in connection with, or in contemplation of, such Person becoming a Restricted Subsidiary of the Issuer or such acquisition, merger or consolidation.

"*Affiliate*" of any specified Person means any other Person who directly or indirectly through one or more intermediaries controls, or is controlled by, or is under common control with, such specified Person. The term "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise. "Controlling" and "controlled" shall have correlative meanings.

"*Applicable Premium*" means, with respect to any note on any redemption date, the greater of:

(1) 1.0% of the principal amount of the note; or

(2) the excess of:

(a) the present value at such redemption of (i) the redemption price of the note at August 1, 2016 (such redemption price being set forth in the table appearing above under the caption "—Optional Redemption"), plus (ii) all required interest payments due on the note through August 1, 2016 (excluding accrued and unpaid interest due on the note to the redemption date), computed at a discount using a discount rate equal to the Treasury Rate as of such redemption date plus 50 basis points; over

(b) the principal amount of such note.

"*Asset Acquisition*" means:

(1) an Investment by the Issuer or any of its Restricted Subsidiaries in any other Person pursuant to which such Person shall become a Restricted Subsidiary of the Issuer or shall be merged with or into or consolidated with the Issuer or any Restricted Subsidiary of the Issuer; or

(2) the acquisition by the Issuer or any of its Restricted Subsidiaries of the assets of any Person (other than a Restricted Subsidiary of the Issuer or any Restricted Subsidiary of the Issuer) which constitute all or substantially all of the assets of such Person or comprise any division or line of business of such Person or any other properties or assets of such Person other than in the ordinary course of business.

"*Asset Sale*" means any direct or indirect sale, issuance, conveyance, transfer, lease (other than operating leases entered into in the ordinary course of business), assignment or other transfer for value by the Issuer or any of the Issuer's Restricted Subsidiaries, including any Sale and Leaseback Transaction, to any Person other than the Issuer or a Wholly Owned Restricted Subsidiary of the Issuer of:

(a) any Capital Stock of any of the Issuer's Restricted Subsidiaries (other than directors' qualifying shares); or

(b) any other property or assets of the Issuer or any of the Issuer's Restricted Subsidiaries other than in the ordinary course of business.

Notwithstanding the preceding, the following items shall not be deemed Asset Sales:

(1) a transaction or series of related transactions for which the Issuer and its Restricted Subsidiaries receive aggregate consideration of less than $7.5 million;

(2) the sale, lease, conveyance, disposition or other transfer of all or substantially all of the Issuer's assets that is permitted under "—Merger, Consolidation and Sale of Assets;"

(3) disposals of equipment in connection with the reinvestment in or the replacement of its equipment and disposals of worn-out or obsolete equipment;

(4) the sale or disposition of Receivables and Related Assets pursuant to a Qualified Receivables Transaction;

(5) the grant in the ordinary course of business of licenses to use the Issuer's or any of the Issuer's Restricted Subsidiaries' patents, trademarks and similar intellectual property;

(6) the disposition of any Capital Stock or other ownership interest in or assets or property of an Unrestricted Subsidiary;

(7) the release, surrender or waiver of contract, tort or other claims of any kind as a result of settlement of any litigation or threatened litigation;

(8) the granting or existence of Liens (and foreclosure thereon) not prohibited by the indenture;

(9) any Restricted Payment permitted by the covenant described under "—Limitation on Restricted Payments" or the making of any Permitted Investment; and

(10) the disposition of any property or assets acquired in any Asset Acquisition by the Issuer or any Restricted Subsidiary of the Issuer, which disposition is required by any governmental agency having jurisdiction over antitrust, competition or similar matters in connection with such Asset Acquisition.

"*Bankruptcy Law*" means Title 11, U.S. Code, or any similar federal, state or foreign law for the relief of debtors.

"*Beneficial Owner*" has the meaning assigned to such term in Rule 13d-3 and Rule 13d-5 under the Exchange Act, except that in calculating the beneficial ownership of any particular "person" (as such term is used in Section 13(d)(3) of the Exchange Act), such "person" will be deemed to have beneficial ownership of all securities that such "person" has the right to acquire, whether such right is currently exercisable or is exercisable only upon the occurrence of a subsequent condition, regardless of when such right may be exercised.

"*Board of Directors*" of any Person means the board of directors or equivalent governing board of such Person or any duly authorized committee thereof.

"*Board Resolution*" means a copy of a resolution certified by the Secretary or an Assistant Secretary of any Person to have been duly adopted by the Board of Directors of such Person and to be in full force and effect on the date of such certification, and delivered to the trustee.

"*Capitalized Lease Obligation*" means, at the time any determination thereof is to be made, the amount of the liability of a Person under a capital lease that would at that time be required to be capitalized on a balance sheet in accordance with GAAP, with the stated maturity being the date of the last payment of rent or any other amount due under such lease prior to the first date upon which such lease may be prepaid by the lessee without payment of a penalty.

"*Capital Stock*" means:

(1) in the case of a corporation, any and all shares, interests, rights to purchase, warrants, options, participations or other equivalents (however designated and whether or not voting) of corporate stock; and

(2) with respect to any other Person, any and all partnership, membership, limited liability company interests or other equity interests of such Person.

"*Cash Management Agreement*" means any agreement to provide cash management services to the Issuer or any Restricted Subsidiary, including treasury, depository, overdraft, credit or debit card, electronic funds transfer and other cash management arrangements.

"*Cash Equivalents*" means:

(1) U.S. dollars, Canadian dollars and, in the case of any of the Issuer's Foreign Restricted Subsidiaries, such local currencies held by them from time to time in the ordinary course of business;

(2) marketable direct obligations issued by, or unconditionally guaranteed by, the United States or Canada or issued by any agency of those countries and backed by the full faith and credit of the respective country, in each case maturing within one year from the date of acquisition;

(3) marketable direct obligations issued by any State of the United States of America or any political subdivision of any such State or any public instrumentality maturing within one year from the date of acquisition and, at the time of acquisition, having one of the two highest ratings obtainable from either Standard & Poor's Ratings Services ("*S&P*") or Moody's Investors Service, Inc. ("*Moody's*") or, if Moody's and S&P cease to exist, any other nationally recognized statistical rating organization designated by the Issuer's Board of Directors;

(4) commercial paper maturing no more than one year from the date it is created and, at the time of acquisition, having a rating of at least A-1 from S&P or at least P-1 from Moody's or, if Moody's and S&P cease to exist, the equivalent from any other nationally recognized statistical rating organization designated by the Issuer's Board of Directors;

(5) time deposits, certificates of deposit or bankers' acceptances maturing within one year from the date of acquisition issued by any bank (which may include the trustee) organized under the laws of the United States of America or any State or the District of Columbia or any foreign jurisdiction having at the date of acquisition combined capital and surplus of at least $250.0 million;

(6) repurchase obligations with a term of not more than thirty days for underlying securities of the types described in clause (2) above entered into with any bank (which may include the trustee) meeting the qualifications specified in clause (5) above;

(7) repurchase agreements and reverse repurchase agreements relating to marketable direct obligations issued by, or unconditionally guaranteed by, the United States or Canada or issued by any agency of those countries and backed by the full faith and credit of the respective country, in each case maturing within ninety days from the date of acquisition; *provided* that the terms of such agreements comply with the guidelines set forth in the Federal Financial Agreements Depositary Institutions with Securities Dealers and Others, as adopted by the Comptroller of the Currency on February 11, 1998;

(8) investments in money market funds which invest substantially all their assets in securities of the types described in clauses (2) through (7) above; and

(9) debt securities maturing within one year from the date of acquisition issued by any company organized under the laws of the United States of America and, at the time of acquisition, having a rating of at least A from S&P or at least A2 from Moody's or, if Moody's and S&P cease to exist, the equivalent from any other nationally recognized statistical rating organization designated by the Issuer's Board of Directors.

"*Change of Control*" means the occurrence of one or more of the following:

(1) any sale, lease, exchange, conveyance, disposition or other transfer, in one or a series of related transactions, of all or substantially all of the Issuer's assets to any Person or group of related Persons for purposes of Section 13(d) of the Exchange Act (a "*Group*"), together with any Affiliates of such Person, other than to the Permitted Holders;

(2) any approval, adoption or initiation of a plan or proposal for the Issuer's liquidation or dissolution;

(3) any Person or Group, together with any Affiliates, other than the Permitted Holders, shall become the Beneficial Owner or owner of record, by way of merger, consolidation or other business combinations or by purchase in one transaction or a series of related transactions, of shares representing 50% or more of the aggregate ordinary voting power represented by the Issuer's issued and outstanding Capital Stock; or

(4) any Person or Group, together with any Affiliates thereof, other than Permitted Holders, shall succeed in having a sufficient number of its nominees elected to the Issuer's Board of Directors such that such nominees, when added to any existing director remaining on the Issuer's Board of Directors after such election who was a nominee of or is an Affiliate of such Person or Group, will constitute a majority of the Issuer's Board of Directors.

A recent Delaware court case has implied that the provisions in clause (4) above may be unenforceable on public policy grounds. No assurances can be given that a court would enforce clause (4) as written for the benefit of holders of the notes.

"*Commission*" means the United States Securities and Exchange Commission.

"*Commodity Agreement*" means any commodity futures contract, commodity option or other similar agreement or arrangement entered into by the Issuer or any of its Restricted Subsidiaries designed to protect the Issuer or any of its Restricted Subsidiaries against fluctuations in the price of the commodities at the time used in the ordinary course of the Issuer's business or the business of any of the Issuer's Restricted Subsidiaries.

"*Common Stock*" means any and all shares, interests or other participations in, and other equivalents (however designated and whether voting or nonvoting) of, such Person's common stock, whether outstanding on the Issue Date or issued after the Issue Date, including all series and classes of such common stock.

"*Consolidated EBITDA*" means, with respect to any Person, for any period, the sum (without duplication) of:

(1) Consolidated Net Income; and

(2) to the extent Consolidated Net Income has been reduced by the following,

(a) all income taxes of such Person and its Restricted Subsidiaries paid or accrued in accordance with GAAP for such period (other than income taxes attributable to extraordinary, unusual or nonrecurring gains or losses or taxes attributable to sales or dispositions outside the ordinary course of business),

(b) Consolidated Interest Expense, and

(c) Consolidated Non-cash Charges less any non-cash items increasing Consolidated Net Income for such period,

all as determined on a consolidated basis for such Person and its Restricted Subsidiaries in accordance with GAAP as applicable.

"*Consolidated Fixed Charge Coverage Ratio*" means, with respect to any Person, the ratio of Consolidated EBITDA of such Person during the four full fiscal quarters for which financial statements are available (the "*Four Quarter Period*") ending on or prior to the date of the transaction giving rise to the need to calculate the Consolidated Fixed Charge Coverage Ratio (the "*Transaction Date*") to Consolidated Fixed Charges of such Person for the Four Quarter Period. In addition to and without limitation of the foregoing, for purposes of this definition, "Consolidated EBITDA" and "Consolidated Fixed Charges" shall be calculated after giving effect on a *pro forma* basis (consistent with the provisions below) for the period of such calculation to:

(1) the incurrence or repayment of any Indebtedness of such Person or any of its Restricted Subsidiaries (and the application of the proceeds thereof) giving rise to the need to make such calculation and any incurrence or repayment of other Indebtedness (and the application of the proceeds thereof), other than the incurrence or repayment of Indebtedness in the ordinary course of business for working capital purposes pursuant to working capital facilities, occurring during the Four Quarter Period or at any time subsequent to the last day of the Four Quarter Period and on or prior to the Transaction Date, as if such incurrence or repayment, as the case may be (and the application of the proceeds thereof), occurred on the first day of the Four Quarter Period; and

(2) any Asset Acquisition or Asset Sale (including, without limitation, any Asset Acquisition giving rise to the need to make such calculation as a result of such Person or one of its Restricted Subsidiaries (including any Person who becomes a Restricted Subsidiary as a result of the Asset Acquisition) incurring, assuming or otherwise being liable for Acquired Indebtedness) and also including any Consolidated EBITDA (including any *pro forma* expense and cost reductions calculated on a basis consistent with Regulation S-X under the Exchange Act) attributable to the assets which are the subject of the Asset Acquisition or Asset Sale during the Four Quarter Period) occurring during the Four Quarter Period or at any time subsequent to the last day of the Four Quarter Period and on or prior to the Transaction Date, as if such Asset Acquisition or Asset Sale (including the incurrence, assumption or liability for any such Acquired Indebtedness) occurred on the first day of the Four Quarter Period. If such Person or any of its Restricted Subsidiaries directly or indirectly guarantees Indebtedness of a third Person, the preceding sentence shall give effect to the incurrence of such guaranteed Indebtedness as if such Person or any Restricted Subsidiary of such Person had directly incurred or otherwise assumed such guaranteed Indebtedness.

Furthermore, in calculating "Consolidated Fixed Charges" for purposes of determining the denominator (but not the numerator) of this "Consolidated Fixed Charge Coverage Ratio,"

(1) interest on outstanding Indebtedness determined on a fluctuating basis as of the Transaction Date and which will continue to be so determined thereafter shall be deemed to have accrued at a fixed rate per annum equal to the rate of interest on such Indebtedness in effect on the Transaction Date; and

(2) notwithstanding clause (1) above, interest on Indebtedness determined on a fluctuating basis, to the extent such interest is covered by agreements relating to Interest Swap Obligations or Currency Agreements, shall be deemed to accrue at the rate per annum resulting after giving effect to the operation of such agreements.

"*Consolidated Fixed Charges*" means, with respect to any Person for any period, the sum, without duplication, of:

(1) Consolidated Interest Expense, plus

(2) the product of (x) the amount of all dividend payments on any series of Preferred Stock of such Person or its Restricted Subsidiaries (other than dividends either to the Issuer or a Wholly-Owned Restricted Subsidiary of the Issuer or paid in Qualified Capital Stock of such Person) paid, accrued or scheduled to be paid or accrued during such period times (y) a fraction, the numerator of which is one and the denominator of which is one minus the then current effective consolidated federal, state and local income tax rate of such Person, expressed as a decimal.

"*Consolidated Indebtedness*" means, as of any date of determination, the sum, without duplication, of (1) the total amount of Indebtedness of the Issuer and its Restricted Subsidiaries, plus (2) the greater of the aggregate liquidation value and maximum fixed repurchase price without regard to any change of control or redemption premiums of all Disqualified Capital Stock of the Issuer and its Restricted Subsidiaries and all Preferred Stock of its Restricted Subsidiaries that are not Guarantors, in each case determined on a consolidated basis in accordance with GAAP.

"*Consolidated Interest Expense*" means, with respect to any Person for any period, the sum of, without duplication:

(1) the aggregate of the interest expense of such Person and its Restricted Subsidiaries for such period determined on a consolidated basis in accordance with GAAP, including, without limitation,

(a) any amortization of debt discount and amortization or write-off of deferred financing costs (including the amortization of costs relating to interest rate caps or other similar agreements), but excluding (x) the write-off of deferred financing costs as a result of the purchase or redemption of the Existing Notes and (y) the amortization of deferred financing costs recorded on the Issue Date in connection with the notes,

(b) the net costs under Interest Swap Obligations,

(c) all capitalized interest,

(d) the interest portion of any deferred payment obligation, and

(e) all fees payable in connection with the issuance of letters of credit or availability under a letter of credit facility; and

(2) the interest component of Capitalized Lease Obligations paid, accrued and/or scheduled to be paid or accrued by such Person and its Restricted Subsidiaries during such period as determined on a consolidated basis in accordance with GAAP.

"*Consolidated Net Income*" means, with respect to any Person for any period, the aggregate net income (or loss) of such Person and its Restricted Subsidiaries for such period on a consolidated basis, determined in accordance with GAAP; *provided* that the following shall be excluded:

(1) after-tax gains or losses from Asset Sales or abandonments or reserves relating thereto;

(2) after-tax items classified as extraordinary or nonrecurring gains or losses;

(3) solely for the purposes of calculating Consolidated Net Income under clause (3)(a) of the covenant described under "Certain Covenants—Limitation on Restricted Payments," the net income (but not loss) of any Restricted Subsidiary of the referent Person to the extent that the declaration of dividends or similar distributions by that Restricted Subsidiary of that income is prohibited by contract, operation of law or otherwise;

(4) the net income of any Person, other than a Restricted Subsidiary of the referent Person, except to the extent of cash dividends or distributions paid to the referent Person or to a Restricted Subsidiary of the referent Person by such Person;

(5) income or loss attributable to discontinued operations (including, without limitation, operations disposed of during such period whether or not such operations were classified as discontinued);

(6) in the case of a successor to the referent Person by consolidation or merger or as a transferee of the referent Person's assets, any earnings of the successor corporation prior to such consolidation, merger or transfer of assets;

(7) gains or losses from the cumulative effect of any change in accounting principles occurring after the Issue Date; and

(8) the write-off of deferred financing costs as a result of, and the cost of terminating interest rate swaps (if any) in connection with the prepayments of outstanding Indebtedness on the Issue Date.

"*Consolidated Non-cash Charges*" means, with respect to any Person for any period, the aggregate depreciation, amortization, accretion and other non-cash expenses of such Person and its Restricted Subsidiaries reducing Consolidated Net Income of such Person and its Restricted Subsidiaries for such period, determined on a consolidated basis in accordance with GAAP (excluding any such charges constituting an extraordinary item or loss or any such charge (other than non-cash accretion of environmental liabilities required by GAAP) which requires an accrual of or a reserve for cash charges for any future period).

"*Consolidated Secured Leverage Ratio*" means, as of any date of determination, the ratio of (a) the Consolidated Indebtedness on such date that is secured by a Lien on any asset of the Issuer or any Restricted Subsidiary to (b) Consolidated EBITDA of the Issuer and its Restricted Subsidiaries during the four full fiscal quarters for which financial statements are available ending on or prior to the date of the transaction giving rise to the need to calculate the Consolidated Secured Leverage Ratio, in each case with such pro forma adjustments as are appropriate and consistent with the *pro forma* adjustment provisions set forth in the definition of "Consolidated Fixed Charge Coverage Ratio."

"*Consolidated Total Assets*" means the total assets of the Issuer and its Restricted Subsidiaries, determined on a consolidated basis in accordance with GAAP, as of the most recent balance sheet of the Issuer.

"*Credit Agreement*" means, collectively, (i) one or more credit facilities, including, without limitation, the third amended and restated credit agreement dated as of May 31, 2011, among the Issuer, as the U.S. borrower, Clean Harbors Industrial Services Canada, Inc., as the Canadian borrower, the financial institutions party to such agreement in their capacities as lenders, Bank of America, N.A., as administrative agent, and certain other parties and (ii) the related documents (including, without limitation, any guarantee agreements, promissory notes, fee letters and security documents), in each case as such agreements, other agreements and security documents may be amended (including any amendment and restatement), supplemented or otherwise modified from time to time, including any agreement extending the maturity of, refinancing, replacing or otherwise restructuring (including increasing the amount of available borrowings or availability of letters of credit thereunder or adding Restricted Subsidiaries of the Issuer as additional borrowers or guarantors thereunder) all or any portion of the Indebtedness under such agreements, other agreements or any successor or replacement agreement or agreements and whether by the same or any other agent, lender or group of lenders, or issuers of letters of credit.

"*Currency Agreement*" means any foreign exchange contract, currency swap agreement or other similar agreement or arrangement designed to protect the Issuer or any Restricted Subsidiary of the Issuer against fluctuations in currency values.

"*Debtor Relief Laws*" means the Bankruptcy Law, and all other liquidation, conservatorship, bankruptcy, assignment for the benefit of creditors, moratorium, rearrangement, receivership, insolvency, reorganization, or similar debtor relief laws or regulations of the United States or other applicable jurisdictions from time to time in effect and affecting the rights of creditors generally.

"*Default*" means an event that is, or with the passage of time or the giving of notice or both would be, an Event of Default.

"*Disqualified Capital Stock*" means that portion of any Capital Stock which, by its terms (or by the terms of any security into which it is convertible or for which it is exchangeable at the option of the holder thereof), or upon the happening of any event (other than an event which would constitute a Change of Control), matures or is mandatorily redeemable, pursuant to a sinking fund obligation or otherwise, or is redeemable at the sole option of the holder thereof (except, in each case, upon the occurrence of a Change of Control) on or prior to the final maturity date of the notes.

"*Domestic Restricted Subsidiary*" means any Restricted Subsidiary of the Issuer incorporated or otherwise organized or existing under the laws of the United States, any State or the District of Columbia, other than any Restricted Subsidiary that is a Subsidiary of a Foreign Restricted Subsidiary.

"*Equity Offering*" means a public or private sale of Qualified Capital Stock (other than on Form S-4 or S-8 or any successor Forms thereto) of the Issuer.

"*Exchange Act*" means the Securities Exchange Act of 1934, as amended, or any successor statutes.

"*Existing Notes*" means the Issuer's 7.625% Senior Secured Notes due 2016.

"*Existing Notes Indenture*" means the indenture, dated as of August 14, 2009, pursuant to which the Existing Notes were issued.

"*Existing Notes Issue Date*" means August 14, 2009.

"*fair market value*" means with respect to any asset or property, the price which could be negotiated in an arm's-length, free market transaction, for cash, between a willing seller and a willing and able buyer, neither of whom is under undue pressure or compulsion to complete the transaction. Fair market value shall be determined conclusively by the Issuer's Board of Directors acting reasonably and in good faith and, to the extent otherwise required by the indenture, shall be evidenced by a Board Resolution of the Issuer's Board of Directors delivered to the trustee.

"*Foreign Restricted Subsidiary*" means any of the Issuer's Restricted Subsidiaries incorporated or organized in any jurisdiction outside of the United States.

"*Foreign Subsidiary Total Assets*" means the total assets of Foreign Restricted Subsidiaries of the Issuer, determined on a consolidated basis in accordance with GAAP, as of the most recent balance sheet of the Issuer.

"*GAAP*" means generally accepted accounting principles set forth in the opinions and pronouncements of the Accounting Principles Board of the American Institute of Certified Public Accountants and statements and pronouncements of the Financial Accounting Standards Board or in such other statements by such other entity as may be approved by a significant segment of the accounting profession of the United States, which are in effect as of the Issue Date.

"*guarantee*" means any obligation, contingent or otherwise, of any Person directly or indirectly guaranteeing any Indebtedness of any other Person, including any obligation, direct or indirect, contingent or otherwise, of such Person

(1) to purchase or pay (or advance or supply funds for the purchase or payment of) such Indebtedness of such other Person (whether arising by virtue of partnership arrangements, or by agreements to keep-well, to purchase assets, goods, securities or services (unless such purchase arrangements are on arm's-length terms and are entered into in the ordinary course of business), to take-or-pay or to maintain financial statement conditions or otherwise), or

(2) entered into for purposes of assuring in any other manner the obligee of such Indebtedness of the payment thereof or to protect such obligee against loss in respect thereof (in whole or in part).

Notwithstanding the preceding, "guarantee" does not include endorsements for collection or deposit in the ordinary course of business. The term "guarantee" used as a verb has a corresponding meaning.

"*Guarantee*" means the guarantee by each Guarantor of the Issuer's obligations under the indenture.

"*Guarantor*" means:

(1) each Domestic Restricted Subsidiary on the Issue Date;

(2) each Restricted Subsidiary required to execute and deliver a Guarantee pursuant to the "Limitation on Issuances of Guarantees by Restricted Subsidiaries" and "Future Guarantors" covenants; and

(3) each of the Issuer's Restricted Subsidiaries that in the future executes a supplemental indenture in which such Restricted Subsidiary agrees to be bound by the terms of the indenture as a Guarantor;

provided that any Person constituting a Guarantor as described above shall cease to constitute a Guarantor when its Guarantee is released in accordance with the terms of the indenture.

"*Indebtedness*" means with respect to any Person any indebtedness of such Person, without duplication, in respect of:

(1) all Obligations for borrowed money;

(2) all Obligations evidenced by bonds, debentures, notes or other similar instruments;

(3) all Capitalized Lease Obligations;

(4) the deferred and unpaid purchase price of property, all conditional sale obligations and all obligations under any title retention agreement, but excluding trade accounts payable and other accrued liabilities arising in the ordinary course of business that are not overdue by 120 days or more or are being contested in good faith by appropriate proceedings promptly instituted and diligently conducted;

(5) all Obligations (to the extent, if any, then payable) for the reimbursement of any obligor on any letter of credit, banker's acceptance or similar credit transaction;

(6) guarantees and other contingent Obligations in respect of Indebtedness referred to in clauses (1) through (5) above and clause (8) below;

(7) all Obligations of any other Person of the type referred to in clauses (1) through (6) which are secured by any Lien on any property or asset of such Person, the amount of such

Obligations being deemed to be the lesser of the fair market value of such property or asset or the amount of the Obligation so secured;

(8) all Obligations under Currency Agreements or Commodity Agreements and Interest Swap Obligations of such Person; and

(9) all Disqualified Capital Stock issued by such Person with the amount of Indebtedness represented by such Disqualified Capital Stock being equal to the greater of its voluntary or involuntary liquidation preference and its maximum fixed repurchase price, but excluding accrued dividends, if any.

For purposes of this definition of Indebtedness, the "maximum fixed repurchase price" of any Disqualified Capital Stock which does not have a fixed repurchase price shall be calculated in accordance with the terms of such Disqualified Capital Stock as if such Disqualified Capital Stock were purchased on any date on which Indebtedness shall be required to be determined pursuant to the indenture, and if such price is based upon, or measured by, the fair market value of such Disqualified Capital Stock, such fair market value shall be determined reasonably and in good faith by the Board of Directors of the issuer of such Disqualified Capital Stock. For purposes of the covenant described above under the caption "—Limitation on Incurrence of Additional Indebtedness," in determining the principal amount of any Indebtedness to be incurred by the Issuer or any Restricted Subsidiary or which is outstanding at any date, the principal amount of any Indebtedness which provides that an amount less than the principal amount shall be due upon any declaration of acceleration shall be the accreted value of the Indebtedness at the date of determination.

"*Independent Financial Advisor*" means a firm:

(1) which does not have a direct or indirect common equity interest in the Issuer; and

(2) which, in the judgment of the Issuer's Board of Directors, is otherwise independent and qualified to perform the task for which it is to be engaged.

"*Interest Swap Obligations*" means the obligations of any Person pursuant to any arrangement with any other Person, whereby, directly or indirectly, such Person is entitled to receive from time to time periodic payments calculated by applying either a floating or a fixed rate of interest on a stated notional amount in exchange for periodic payments made by such other Person calculated by applying a fixed or a floating rate of interest on the same notional amount and shall include, without limitation, interest rate swaps, caps, floors, collars and similar agreements.

"*Investment*" means, with respect to any Person, any direct or indirect loan or other extension of credit, including a guarantee, or capital contribution to (by means of any transfer of cash or other property to others or any payment for property or services for the account or use of others), or any purchase or acquisition by such Person of any Capital Stock, bonds, notes, debentures or other securities or evidences of Indebtedness issued by, any Person. "Investment" does not include extensions of trade credit by, prepayment of expenses by, and receivables owing to, the Issuer and its Restricted Subsidiaries on commercially reasonable terms in accordance with the Issuer's normal trade practices or those of such Restricted Subsidiary, as the case may be. For purposes of the "Limitation on Restricted Payments" covenant:

(1) "Investment" shall include and be valued at the fair market value of the net assets of any Restricted Subsidiary of the Issuer at the time that such Restricted Subsidiary is designated an Unrestricted Subsidiary of the Issuer and shall exclude the fair market value of the net assets of any Unrestricted Subsidiary of the Issuer at the time that such Unrestricted Subsidiary is designated a Restricted Subsidiary of ours; and

(2) the amount of any Investment shall be the original cost of such Investment plus the cost of all additional Investments by the Issuer or any of its Restricted Subsidiaries, without any

adjustments for increases or decreases in value, or write-ups, write-downs or write-offs with respect to such Investment, reduced by the payment of dividends or distributions in connection with such Investment or any other amounts received in respect of such Investment; *provided* that no such payment of dividends or distributions or receipt of any such other amounts shall reduce the amount of any Investment if such payment of dividends or distributions or receipt of any such amounts would be included in Consolidated Net Income.

If the Issuer or any of its Restricted Subsidiaries of the Issuer sells or otherwise disposes of any Common Stock of any direct or indirect Restricted Subsidiary of the Issuer such that, after giving effect to any such sale or disposition, such Person ceases to be a Restricted Subsidiary of the Issuer, the Issuer shall be deemed to have made an Investment on the date of any such sale or disposition equal to the fair market value of the Common Stock of that Restricted Subsidiary not sold or disposed of.

"*Investment Grade Rating*" means a rating equal to or higher than Baa3 (or the equivalent) by Moody's and BBB- (or the equivalent) by S&P, or an equivalent rating by any other agency referred to in clause (2) of the definition of Rating Agency.

"*Issue Date*" means July 30, 2012.

"*Lien*" means any lien, mortgage, deed of trust, pledge, security interest, charge or encumbrance of any kind, including any conditional sale or other title retention agreement, any lease in the nature thereof and any agreement to give any security interest.

"*Net Cash Proceeds*" means (a) with respect to any Asset Sale, the proceeds in the form of cash or Cash Equivalents including payments in respect of deferred payment obligations when received in the form of cash or Cash Equivalents (other than the portion of any such deferred payment constituting interest) received by the Issuer or any of its Restricted Subsidiaries from such Asset Sale net of:

(1) reasonable out-of-pocket expenses and fees relating to such Asset Sale (including, without limitation, legal, accounting and investment banking fees and sales commissions);

(2) taxes paid or payable after taking into account any reduction in consolidated tax liability due to available tax credits or deductions and any tax sharing arrangements;

(3) any repayment of Indebtedness that is secured by the property or assets that are the subject of such Asset Sale;

(4) appropriate amounts to be provided by the Issuer or any Restricted Subsidiary, as the case may be, as a reserve, in accordance with GAAP, against any liabilities associated with such Asset Sale and retained by the Issuer or such Restricted Subsidiary, as the case may be, after such Asset Sale, including, without limitation, pension and other post-employment benefit liabilities, liabilities related to environmental matters and liabilities under any indemnification obligations associated with such Asset Sale; and

(5) all distributions and other payments required to be made to minority interest holders in Restricted Subsidiaries or joint ventures as a result of such Asset Sale;

and (b) with respect to any issuance or sale of Capital Stock, the cash proceeds of such issuance or sale, net of attorneys' fees, accountants' fees, underwriters' or placement agents' or initial purchasers' fees, discounts or commissions and brokerage, consultant and other fees and expenses actually incurred in connection with such issuance or sale and net of taxes paid or payable as a result thereof.

"*New Domestic Restricted Subsidiary*" has the meaning set forth in the "Future Guarantors" covenant.

"*Obligations*" means all obligations for principal, premium, interest, penalties, fees, indemnifications, reimbursements, damages and other liabilities payable under the documentation governing any Indebtedness.

"*Other Pari Passu Obligations*" means any Additional Notes and any other Indebtedness that is pari passu in right of payment with the notes.

"*Permitted Business*" means the business of the Issuer and the Issuer's Restricted Subsidiaries as existing on the Issue Date and any other businesses that are the same, similar or reasonably related, ancillary or complementary thereto and reasonable extensions thereof.

"*Permitted Holders*" means (i) Alan S. McKim; (ii) the spouse and lineal descendants of Alan S. McKim; (iii) any controlled Affiliate of any of the foregoing; (iv) in the event of the incompetence or death of any of the Persons described in clause (i) or (ii), such Person's estate, executor, administrator, committee or other personal representative, in each case who at any particular date will beneficially own or have the right to acquire, directly or indirectly, Capital Stock of the Issuer owned by such Person; or (v) any trusts, general partnerships or limited partnerships created for the benefit of the Persons described in clause (i), (ii), or (iv) or any trust for the benefit of any such trust general partnership or limited partnership.

"*Permitted Indebtedness*" means, without duplication, each of the following:

(1) Indebtedness under the initial notes issued on the Issue Date and the Exchange Notes with respect to such initial notes and any Guarantees thereof;

(2) Indebtedness (with letters of credit being deemed to have a principal amount equal to the maximum potential liability of the Issuer and its Restricted Subsidiaries thereunder) outstanding under the Credit Agreement by the Issuer and its Restricted Subsidiaries in an aggregate principal amount at any time outstanding not to exceed the greater of (a) $250.0 million less the amount of all repayments under the Credit Agreement with Net Cash Proceeds of Asset Sales applied thereto as required by clause (3)(B) of the "Limitation on Asset Sales" covenant and (b) 85% of the book value of the Issuer's and its Restricted Subsidiaries' accounts receivable; *provided* that the aggregate principal amount of Indebtedness permitted to be incurred from time to time under this clause (2)(b) shall be reduced dollar for dollar by the amount of Indebtedness then outstanding under clause (12) below; provided further that any Indebtedness outstanding under the Credit Agreement on the Issue Date shall be deemed to be incurred under this clause (2);

(3) Indebtedness of the Issuer and its Restricted Subsidiaries outstanding on the Issue Date (other than Indebtedness in respect of (x) the Credit Agreement, (y) the Existing Notes (which were refinanced with the net proceeds from the issuance of the old notes) and (z) Indebtedness referred to in clause (1) of this definition) reduced by the amount of any scheduled amortization payments or mandatory prepayments when actually paid or permanent reductions therein;

(4) Interest Swap Obligations of the Issuer covering Indebtedness of the Issuer or any of its Restricted Subsidiaries and Interest Swap Obligations of any Restricted Subsidiary of the Issuer covering Indebtedness of the Issuer or such Restricted Subsidiary; *provided*, *however*, that such Interest Swap Obligations are in a notional principal amount that does not exceed the principal amount of the Indebtedness to which such Interest Swap Obligation relates and are entered into for bona fide hedging purposes and not for speculation;

(5) Indebtedness under Currency Agreements; *provided* that in the case of Currency Agreements which relate to Indebtedness, such Currency Agreements do not increase the Indebtedness of the Issuer and its Restricted Subsidiaries outstanding other than as a result of fluctuations in foreign currency exchange rates or by reason of fees, indemnities and compensation payable thereunder;

(6) Indebtedness of a Restricted Subsidiary of the Issuer to the Issuer or to a Wholly Owned Restricted Subsidiary of the Issuer for so long as such Indebtedness is held by the Issuer or a Wholly Owned Restricted Subsidiary of the Issuer in each case subject to no Lien held by a Person other than the Issuer or a Wholly Owned Restricted Subsidiary of the Issuer; *provided* that if as of any date any Person other than the Issuer or a Wholly Owned Restricted Subsidiary of the Issuer owns or holds any such Indebtedness or holds a Lien in respect of such Indebtedness, such date shall be deemed the incurrence of Indebtedness not constituting Permitted Indebtedness under this clause (6) by the issuer of such Indebtedness;

(7) Indebtedness of the Issuer to a Wholly Owned Restricted Subsidiary of the Issuer for so long as such Indebtedness is held by a Wholly Owned Restricted Subsidiary of the Issuer; *provided* that (a) any Indebtedness of the Issuer to any Wholly Owned Restricted Subsidiary of the Issuer is unsecured and subordinated, pursuant to a written agreement, to the Issuer's obligations under the indenture and the notes and (b) if as of any date any Person other than a Wholly Owned Restricted Subsidiary of the Issuer owns or holds any such Indebtedness or any Person holds a Lien in respect of such Indebtedness, such date shall be deemed the incurrence of Indebtedness not constituting Permitted Indebtedness under this clause (7) by the Issuer;

(8) Indebtedness arising from the honoring by a bank or other financial institution of a check, draft or similar instrument inadvertently (except in the case of daylight overdrafts) drawn against insufficient funds in the ordinary course of business; *provided*, *however*, that such Indebtedness is extinguished within two business days of incurrence;

(9) Indebtedness of the Issuer or any of its Restricted Subsidiaries in respect of performance bonds, bankers' acceptances, workers' compensation claims, surety or appeal bonds, payment obligations in connection with self-insurance or similar obligations, and bank overdrafts (and letters of credit in respect thereof) in the ordinary course of business;

(10) Indebtedness represented by Capitalized Lease Obligations and Purchase Money Indebtedness of the Issuer and its Restricted Subsidiaries not to exceed $75.0 million in the aggregate at any one time outstanding;

(11) Indebtedness under Commodity Agreements and Cash Management Agreements;

(12) the incurrence by a Receivables Entity of Indebtedness in a Qualified Receivables Transaction that is without recourse (other than pursuant to representations, warranties, covenants and indemnities entered into the ordinary course of business in connection with a Qualified Receivables Transaction) to the Issuer or to any Restricted Subsidiary of the Issuer or its assets (other than such Receivables Entity and its Receivables and Related Assets), and is not guaranteed by any such Person; *provided* that any outstanding Indebtedness incurred under this clause (12) shall reduce (for so long as, and to the extent that, the Indebtedness referred to in this clause (12) remains outstanding) the aggregate amount of Indebtedness permitted to be incurred under clause (2) above to the extent set forth therein;

(13) Refinancing Indebtedness;

(14) Indebtedness of Foreign Restricted Subsidiaries of the Issuer in an amount not to exceed at any one time outstanding, together with any other Indebtedness incurred under this clause (14), the greater of (x) $150 million and (y) 12.0% of the Foreign Subsidiary Total Assets at such time;

(15) Acquired Indebtedness; *provided* that after giving effect to the applicable acquisition, merger or consolidation and the incurrence of such Acquired Indebtedness, (i) the Issuer could incur at least $1.00 of Indebtedness (other than Permitted Indebtedness) pursuant to the "—Limitation on Incurrence of Additional Indebtedness" covenant or (ii) the Consolidated Fixed

Charge Coverage Ratio of the Issuer would be greater than immediately prior giving effect thereto; and

(16) additional Indebtedness of the Issuer and its Restricted Subsidiaries in an aggregate principal amount not to exceed the greater of (x) $200.0 million and (y) 10.0% of Consolidated Total Assets at any one time outstanding.

For purposes of determining compliance with the "Limitation on Incurrence of Additional Indebtedness" covenant,

(a) in the event that an item of Indebtedness meets the criteria of more than one of the categories of Permitted Indebtedness described in clauses (1) through (16) above or is entitled to be incurred pursuant to the Consolidated Fixed Charge Coverage Ratio provisions of such covenant, the Issuer shall, in its sole discretion, classify (or later reclassify) such item of Indebtedness in any manner that complies with such covenant,

(b) accrual of interest, accretion or amortization of original issue discount, the payment of interest on any Indebtedness in the form of additional Indebtedness with the same terms or in the form of Capital Stock, the payment of dividends on Disqualified Capital Stock in the form of additional shares of the same class of Disqualified Capital Stock and increases in the amount of Indebtedness outstanding solely as a result of fluctuations in the exchange rate of currencies will not be deemed to be an incurrence of Indebtedness or an issuance of Disqualified Capital Stock for purposes of the "Limitation on Incurrence of Additional Indebtedness" covenant,

(c) guarantees of, or obligations in respect of letters of credit relating to, Indebtedness which is otherwise included in the determination of a particular amount of Indebtedness shall not be included,

(d) if obligations in respect of letters of credit are incurred pursuant to the Credit Agreement and are being treated as incurred pursuant to clause (2) above and the letters of credit relate to other Indebtedness, then such other Indebtedness shall not be included, and

(e) if such Indebtedness is denominated in a currency other than U.S. dollars, the U.S. dollar equivalent principal amount thereof will be calculated based on the relevant currency exchange rates in effect on the date such Indebtedness was incurred.

"*Permitted Investments*" means:

(1) Investments by the Issuer or any Restricted Subsidiary of the Issuer in any Person that is or will become immediately after such Investment a Restricted Subsidiary of the Issuer or that will merge or consolidate into the Issuer or a Restricted Subsidiary of the Issuer; *provided* that such Restricted Subsidiary of the Issuer is not restricted from making dividends or similar distributions by contract, operation of law or otherwise other than as permitted by the "Limitations on Dividend and Other Payment Restrictions Affecting Subsidiaries" covenant;

(2) Investments in the Issuer by any Restricted Subsidiary of the Issuer; *provided* that any Indebtedness evidencing such Investment is unsecured and subordinated, pursuant to a written agreement, to the Issuer's obligations under the notes and the indenture;

(3) Investments in cash and Cash Equivalents;

(4) loans and advances to employees and officers of the Issuer and its Restricted Subsidiaries made (a) in the ordinary course of business for bona fide business purposes not to exceed $2.0 million in the aggregate at any one time outstanding or (b) to fund purchases of the Issuer's Capital Stock under any stock option plan or similar employment arrangements so long as no cash is actually advanced by the Issuer or any of its Restricted Subsidiaries to such employees and officers to fund such purchases;

(5) Currency Agreements, Commodity Agreements, Interest Swap Obligations and Cash Management Agreements entered into in the ordinary course of the Issuer's or its Restricted Subsidiaries' businesses and otherwise in compliance with the indenture;

(6) Investments in securities of trade creditors or customers received

(a) pursuant to any plan of reorganization or similar arrangement upon the bankruptcy or insolvency of such trade creditors or customers; or

(b) in settlement of delinquent obligations of, and other disputes with, customers, suppliers and others, in each case arising in the ordinary course of business or otherwise in satisfaction of a judgment;

(7) Investments made by the Issuer or its Restricted Subsidiaries consisting of consideration received in connection with an Asset Sale made in compliance with the "Limitation on Asset Sales" covenant;

(8) Investments of a Person or any of its Subsidiaries existing at the time such Person becomes a Restricted Subsidiary of the Issuer or at the time such Person merges or consolidates with the Issuer or any of its Restricted Subsidiaries, in either case in compliance with the indenture; *provided* that such Investments were not made by such Person in connection with, or in anticipation or contemplation of, such Person becoming a Restricted Subsidiary of the Issuer or such merger or consolidation;

(9) Investments in the notes;

(10) Investments in existence on the Issue Date;

(11) (a) an Investment in a trust, limited liability company, special purpose entity or other similar entity in connection with a Qualified Receivables Transaction; *provided* that (A) such Investment is made by a Receivables Entity and (B) the only assets transferred to such trust, limited liability company, special purpose entity or other similar entity consist of Receivables and Related Assets of such Receivables Entity, and (b) Investments of funds in any accounts permitted or required by the arrangements governing a Qualified Receivables Transaction;

(12) guarantees of Indebtedness to the extent permitted pursuant to the "Limitation on Incurrence of Additional Indebtedness," "Limitation on Issuances of Guarantees by Restricted Subsidiaries" and "Future Guarantors" covenants; and

(13) additional Investments (including Investments in joint ventures and Unrestricted Subsidiaries) not to exceed $50.0 million at any one time outstanding.

"*Permitted Liens*" means the following types of Liens:

(1) Liens for taxes, assessments or governmental charges or claims that are either (a) not delinquent or (b) being contested in good faith by appropriate proceedings (*provided* that such proceedings have the effect of preventing the forfeiture or sale of the property or assets subject to such Liens) and as to which the Issuer or its Restricted Subsidiaries shall have set aside on their books such reserves, if any, as shall be required in conformity with

(x) GAAP in the case of a Domestic Restricted Subsidiary (or any Subsidiary of a Foreign Restricted Subsidiary that is organized under the laws of the United States, any state thereof or the District of Columbia), and

(y) generally accepted accounting principles in effect from time to time in the applicable jurisdiction, in the case of a Foreign Restricted Subsidiary;

(2) statutory and common law Liens of landlords and Liens of carriers, warehousemen, mechanics, suppliers, materialmen, repairmen, customs and revenue authorities and other Liens imposed by law incurred in the ordinary course of business for sums not yet delinquent or being contested in good faith by appropriate proceedings (*provided* that such proceedings have the effect of preventing the forfeiture or sale of the property or assets subject to such Liens), if such reserve or other appropriate provision, if any, as shall be required by GAAP shall have been made in respect thereof;

(3) pledges or deposits made in the ordinary course of business in connection with workers' compensation, unemployment insurance and other types of social security, or to secure the performance of tenders, financial assurance and other statutory obligations, surety and appeal bonds, bids, leases, government contracts, performance and return-of-money bonds and other similar obligations, including any pledge or deposit securing letters of credit issued in the ordinary course of business consistent with past practice in connection therewith (exclusive of obligations for the payment of borrowed money);

(4) judgment Liens not giving rise to an Event of Default so long as such Lien is adequately bonded and any appropriate legal proceedings which may have been duly initiated for the review of such judgment shall not have been finally terminated or the period within which such proceedings may be initiated shall not have expired;

(5) minor survey exceptions, minor encumbrances, easements or reservations of, or rights of others for, licenses, rights-of-way, sewers, electric lines, telegraph and telephone lines and other similar purposes, or zoning or other restrictions as to the use of real properties or Liens, incidental to the conduct of the business of the Issuer and their Restricted Subsidiaries or to the ownership of its properties which were not incurred in connection with Indebtedness and which do not in the aggregate materially and adversely affect the value of the properties affected thereby or materially impair such properties' use in the operation of the business of the Issuer and its Restricted Subsidiaries;

(6) leases and subleases of real property granted to others in the ordinary course of business which do not materially interfere with the ordinary conduct of the business of the Issuer and its Restricted Subsidiaries;

(7) Liens securing Indebtedness permitted pursuant to clause (10) of the definition of "Permitted Indebtedness;" *provided*, *however*, that (i) in the case of Capitalized Lease Obligations, such Liens do not extend to any property or asset which is not leased property subject to such Capitalized Lease Obligation and (ii) in the case of Purchase Money Indebtedness (a) the Indebtedness shall not exceed the cost of such property or assets and shall not be secured by any property or assets of ours or any Restricted Subsidiary of ours other than the property and assets so acquired or constructed and any improvements thereon and (b) the Lien securing such Indebtedness shall be created within 90 days of such acquisition or construction or, in the case of a refinancing of any Purchase Money Indebtedness, within 90 days of such refinancing;

(8) Liens upon specific items of inventory or other goods and proceeds of any Person securing such Person's obligations in respect of bankers' acceptances or similar credit transactions issued or created for the account of such Person to facilitate the purchase, shipment or storage of such inventory or other goods;

(9) Liens securing reimbursement obligations with respect to commercial letters of credit which encumber documents and other personal property relating to such letters of credit and products and proceeds thereof;

(10) Liens encumbering deposits made to secure obligations arising from statutory, regulatory, contractual or warranty requirements of the Issuer or any of its Restricted Subsidiaries, including rights of offset and set-off;

(11) Liens securing Interest Swap Obligations so long as the Interest Swap Obligations relate to Indebtedness that is otherwise permitted under the indenture;

(12) Liens in the ordinary course of business not exceeding $5.0 million at any one time outstanding that (a) are not incurred in connection with borrowing money and (b) do not materially detract from the value of the property or materially impair its use;

(13) Liens by reason of judgment or decree not otherwise resulting in a Default;

(14) Liens securing Indebtedness under Currency Agreements, Commodity Agreements and Cash Management Agreements permitted under the indenture;

(15) Liens in favor of customs and revenue authorities arising as a matter of law to secure payment of customs duties in connection with importation of goods;

(16) Liens arising out of conditional sale, title retention, consignment or similar arrangements for the sale of goods entered into by the Issuer or any of its Restricted Subsidiaries in the ordinary course of business;

(17) Liens securing Acquired Indebtedness incurred in accordance with the "Limitation on Incurrence of Additional Indebtedness" covenant; *provided* that:

(a) such Liens secured such Acquired Indebtedness at the time of and prior to the incurrence of such Acquired Indebtedness by the Issuer or a Restricted Subsidiary of the Issuer and were not granted in connection with, or in anticipation of, the incurrence of such Acquired Indebtedness by the Issuer or a Restricted Subsidiary of the Issuer; and

(b) such Liens do not extend to or cover any property or assets of the Issuer or of any of its Restricted Subsidiaries other than the property or assets that secured the Acquired Indebtedness prior to the time such Indebtedness became Acquired Indebtedness of the Issuer or a Restricted Subsidiary of the Issuer and are no more favorable to the lienholders than those securing the Acquired Indebtedness prior to the incurrence of such Acquired Indebtedness by the Issuer or a Restricted Subsidiary of the Issuer;

(18) Liens securing insurance premium financing arrangements; *provided* that such Lien is limited to the applicable insurance contracts;

(19) Liens on Receivables and Related Assets to reflect sales of receivables pursuant to a Qualified Receivables Transaction; and

(20) Liens on assets of Foreign Restricted Subsidiaries securing Indebtedness of Foreign Restricted Subsidiaries incurred pursuant to clause (14) of the definition of "Permitted Indebtedness."

"*Person*" means an individual, partnership, corporation, limited liability company, unincorporated organization, trust or joint venture, or a governmental agency or political subdivision thereof or any other entity.

"*Preferred Stock*" of any Person means any Capital Stock of such Person that has preferential rights to any other Capital Stock of such Person with respect to dividends or redemptions or upon liquidation.

"*Purchase Money Indebtedness*" means Indebtedness of the Issuer and its Restricted Subsidiaries incurred in the normal course of business for the purpose of financing all or any part of the purchase

price, or the cost of installation, construction or improvement, of property or equipment or other related assets and any Refinancing thereof.

"*Qualified Capital Stock*" means any Capital Stock that is not Disqualified Capital Stock.

"*Qualified Receivables Transaction*" means any transaction or series of transactions that may be entered into by the Issuer or any of its Restricted Subsidiaries in which the Issuer or any of its Restricted Subsidiaries may sell, convey or otherwise transfer to (1) a Receivables Entity (in the case of a transfer by the issuer or any of its Restricted Subsidiaries) and (2) any other Person (in the case of a transfer by a Receivables Entity), or may grant a security interest in Receivables and Related Assets; *provided* that such transaction is on market terms at the time the Issuer or such Restricted Subsidiary or the Receivables Entity entered into the transaction.

"*Rating Agency*" means (1) each of Moody's and S&P and (2) solely to the extent Moody's or S&P ceases to rate the notes for reasons outside of the Issuer's control, a "nationally recognized statistical rating organization" within the meaning of Rule 15c3-1(c)(2)(vi)(F) under the Exchange Act selected by the Issuer as a replacement agency for Moody's or S&P, as the case may be.

"*Receivables and Related Assets*" means any accounts receivable (whether existing on the Issue Date or arising thereafter) of the Issuer or any of its Restricted Subsidiaries, and any assets related thereto, including, without limitation, all collateral securing such accounts receivable, all contracts and contract rights and all guarantees or other obligations in respect of such accounts receivable, proceeds of such accounts receivable and other assets which are customarily transferred or in respect of which security interests are customarily granted in connection with asset securitization transactions involving accounts receivable.

"*Receivables Entity*" means a Wholly Owned Restricted Subsidiary of the Issuer (or another Person in which the Issuer or any Subsidiary of the Issuer makes an Investment and to which the Issuer or any Subsidiary of the Issuer transfers Receivables and Related Assets) that engages in no activities other than in connection with the financing of accounts receivable and that is designated by the Board of Directors of the Issuer (as provided below) as a Receivables Entity:

(1) no portion of the Indebtedness or any other Obligations (contingent or otherwise) of which

(a) is guaranteed by the Issuer or any Restricted Subsidiary of the Issuer (excluding guarantees of Obligations (other than the principal of, and interest on, Indebtedness) pursuant to representations, warranties, covenants and indemnities entered into in the ordinary course of business in connection with a Qualified Receivables Transaction),

(b) is recourse to or obligates the Issuer or any Restricted Subsidiary of the Issuer in any way other than pursuant to representations, warranties, covenants and indemnities entered into in the ordinary course of business in connection with a Qualified Receivables Transaction; or

(c) subjects any property or asset of the Issuer or of any Restricted Subsidiary of the Issuer (other than another Receivables Entity), directly or indirectly, contingently or otherwise, to the satisfaction thereof, other than pursuant to representations, warranties, covenants and indemnities entered into in the ordinary course of business in connection with a Qualified Receivables Transaction;

(2) with which neither the Issuer nor any Restricted Subsidiary of the Issuer has any material contract, agreement, arrangement or understanding other than on terms no less favorable to the Issuer or such Restricted Subsidiary than those that might be obtained at the time from Persons who are not Affiliates of the Issuer, other than fees payable in the ordinary course of business in connection with servicing accounts receivable; and

(3) with which neither the Issuer nor any Restricted Subsidiary of the Issuer has any obligation to maintain or preserve such Restricted Subsidiary's financial condition or cause such Restricted Subsidiary to achieve certain levels of operating results.

Any such designation by the Board of Directors of the Issuer shall be evidenced to the trustee by filing with the trustee a Board Resolution giving effect to such designation and an officers' certificate certifying that such designation complied with the preceding conditions.

"*Refinance*" means, in respect of any security or Indebtedness, to refinance, extend, renew, refund, repay, prepay, redeem, defease or retire, or to issue a security or Indebtedness in exchange or replacement for, such security or Indebtedness in whole or in part. "Refinanced" and "Refinancing" shall have correlative meanings.

"*Refinancing Indebtedness*" means any Refinancing by the Issuer or any Restricted Subsidiary of the Issuer of (A) for purposes of clause (13) of the definition of "Permitted Indebtedness," Indebtedness incurred or existing in accordance with the "Limitation on Incurrence of Additional Indebtedness" covenant (other than pursuant to clause (2), (4), (5), (6), (7), (8), (9), (10), (11), (12), (14) or (15) of the definition of "Permitted Indebtedness") or (B) for any other purpose, Indebtedness incurred in accordance with the "Limitation on Incurrence of Additional Indebtedness" covenant, in each case that does not:

(1) result in an increase in the aggregate principal amount of Indebtedness of such Person as of the date of such proposed Refinancing (plus the amount of any premium, accrued interest and defeasance costs required to be paid under the terms of the instrument governing such Indebtedness and plus the amount of reasonable fees, expenses, discounts and commissions incurred by the Issuer in connection with such Refinancing); or

(2) create Indebtedness with

(a) if the Indebtedness being Refinanced was incurred pursuant to clause (3) of the definition of "Permitted Indebtedness," a Weighted Average Life to Maturity that is less than the Weighted Average Life to Maturity of the Indebtedness being Refinanced or a final maturity earlier than the final maturity of the Indebtedness being Refinanced; or

(b) if the Indebtedness being Refinanced was otherwise incurred in accordance with the definition of "Permitted Indebtedness" or with the "Limitation on Incurrence of Additional Indebtedness" covenant, a Weighted Average Life to Maturity that is less than the Weighted Average Life to Maturity of the notes or a final maturity earlier than the final maturity of the notes;

provided that

(1) if such Indebtedness being Refinanced is solely Indebtedness of the Issuer, then such Refinancing Indebtedness shall be solely Indebtedness of the Issuer; and

(2) if such Indebtedness being Refinanced is subordinate or junior to the notes, then such Refinancing Indebtedness shall be subordinate to the notes at least to the same extent and in the same manner as the Indebtedness being Refinanced.

"*Restricted Payment*" has the meaning set forth in the "Limitation on Restricted Payments" covenant.

"*Restricted Subsidiary*" of any Person means any Subsidiary of such Person which at the time of determination is not an Unrestricted Subsidiary.

"*Sale and Leaseback Transaction*" means any direct or indirect arrangement with any Person or to which any such Person is a party, providing for the leasing to the Issuer or a Restricted Subsidiary of

the Issuer of any property, whether owned by the Issuer or any Restricted Subsidiary at the Issue Date or later acquired, which has been or is to be sold or transferred by the Issuer or such Restricted Subsidiary to such Person or to any other Person from whom funds have been or are to be advanced by such Person on the security of such property.

"*Significant Subsidiary*" means (1) any Restricted Subsidiary that would be a "significant subsidiary" as defined in Regulation S-X under the Securities Act as such Regulation is in effect on the Issue Date and (2) any Restricted Subsidiary that, when aggregated with all other Restricted Subsidiaries that are not otherwise Significant Subsidiaries and as to which any event described in clause (6) or (7) under "—Events of Default" has occurred and is continuing, would constitute a Significant Subsidiary under clause (1) of this definition.

"*Subsidiary,*" with respect to any Person, means:

(1) any corporation of which the outstanding Capital Stock having at least a majority of the votes entitled to be cast in the election of directors under ordinary circumstances shall at the time be owned, directly or indirectly, by such Person or a Subsidiary of such Person; or

(2) any other Person of which at least a majority of the voting interest under ordinary circumstances is at the time, directly or indirectly, owned by such Person or a Subsidiary of such Person.

"*Treasury Rate*" means, as of any redemption date, the yield to maturity as of such redemption date of United States Treasury securities with a constant maturity (as compiled and published in the most recent Federal Reserve Statistical Release H.15 (519) that has become publicly available at least two business days prior to the redemption date (or, if such Statistical Release is no longer published, any publicly available source of similar market data)) most nearly equal to the period from the redemption date to August 1, 2016; *provided*, *however*, that if the period from the redemption date to August 1, 2016 is less than one year, the weekly average yield on actually traded United States Treasury securities adjusted to a constant maturity of one year will be used.

"*Unrestricted Subsidiary*" means (1) any Subsidiary of any Person that is designated an Unrestricted Subsidiary by the Board of Directors of such Person in the manner provided below and (2) any Subsidiary of an Unrestricted Subsidiary. The Board of Directors may designate any Subsidiary, including any newly acquired or newly formed Subsidiary, to be an Unrestricted Subsidiary only if:

(a) such Subsidiary does not own any Capital Stock of, or own or hold any Lien on any property of, the Issuer or any other Subsidiary of the Issuer that is not a Subsidiary of the Subsidiary to be so designated;

(b) either (1) the Issuer certifies to the trustee in an officers' certificate that such designation complies with the "Limitation on Restricted Payments" covenant or (2) the Subsidiary to be so designated at the time of designation has total consolidated assets of $25,000 or less; and

(c) each Subsidiary to be so designated and each of its Subsidiaries has not and does not after the time of designation, create, incur, issue, assume, guarantee or otherwise become directly or indirectly liable with respect to any Indebtedness pursuant to which the lender has recourse to any of the Issuer's assets or those of any of the Issuer's Restricted Subsidiaries (other than the assets of such Unrestricted Subsidiary).

The Board of Directors may designate any Unrestricted Subsidiary to be a Restricted Subsidiary only if:

(1) immediately after giving effect to such designation, the Issuer is able to incur at least $1.00 of additional Indebtedness (other than Permitted Indebtedness) in compliance with the "Limitation on Incurrence of Additional Indebtedness" covenant; and

(2) immediately before and immediately after giving effect to such designation, no Default or Event of Default shall have occurred and be continuing. Any such designation by the Board of Directors shall be evidenced to the trustee by promptly filing with the trustee a copy of the Board Resolution giving effect to such designation and an officers' certificate certifying that such designation complied with the foregoing provisions.

"*Weighted Average Life to Maturity*" means, when applied to any Indebtedness at any date, the number of years obtained by dividing

(1) the then outstanding aggregate principal amount of such Indebtedness into

(2) the sum of the total of the products obtained by multiplying (a) the amount of each then remaining installment, sinking fund, serial maturity or other required payment of principal, including payment at final maturity, in respect thereof, by (b) the number of years (calculated to the nearest one-twelfth) which will elapse between such date and the making of such payment.

"*Wholly Owned Restricted Subsidiary*" of any Person means any Restricted Subsidiary of such Person of which all the outstanding voting securities (other than in the case of a Foreign Restricted Subsidiary, directors' qualifying shares or an immaterial amount of shares required to be owned by other Persons pursuant to applicable law) are owned by such Person or any Wholly Owned Restricted Subsidiary of such Person.

UNITED STATES FEDERAL INCOME AND ESTATE TAX CONSIDERATIONS

TO COMPLY WITH TREASURY DEPARTMENT CIRCULAR 230, INVESTORS ARE HEREBY NOTIFIED THAT: (A) ANY DISCUSSION OF FEDERAL TAX ISSUES IN THIS PROSPECTUS IS NOT INTENDED OR WRITTEN TO BE USED, AND CANNOT BE USED BY ANY TAXPAYER, FOR THE PURPOSE OF AVOIDING PENALTIES THAT MAY BE IMPOSED ON THE TAXPAYER UNDER THE INTERNAL REVENUE CODE OF 1986, AS AMENDED; (B) ANY SUCH DISCUSSION IS INCLUDED HEREIN IN CONNECTION WITH THE PROMOTION OR MARKETING (WITHIN THE MEANING OF CIRCULAR 230) OF THE TRANSACTIONS OR MATTERS ADDRESSED HEREIN; AND (C) A TAXPAYER SHOULD SEEK ADVICE BASED ON THE TAXPAYER'S PARTICULAR CIRCUMSTANCES FROM AN INDEPENDENT TAX ADVISOR.

The following is a summary of the material United States federal income and, in the case of non-U.S. holders (as defined below), estate tax considerations that may be relevant to the exchange, ownership and disposition of the notes. This summary is based on the Internal Revenue Code of 1986, as amended (the "Code"), the Treasury regulations promulgated thereunder and administrative and judicial interpretations thereof, all as of the date hereof, and all of which are subject to change, possibly on a retroactive basis. We have not and will not seek a ruling from the Internal Revenue Service (the "IRS") regarding the matters discussed below, and we cannot assure you that the IRS will not challenge one or more of the tax considerations described herein.

Unless otherwise stated, this summary deals only with the new notes offered to be exchanged for old notes purchased for cash on original issue at their issue price (as defined below) and held as capital assets (generally, property held for investment) and does not address tax considerations applicable to investors that may be subject to special tax rules including banks, thrifts, real estate investment trusts, regulated investment companies, tax exempt organizations, insurance companies, dealers in securities or currencies, traders in securities that elect to use the mark-to-market method of accounting for their securities holdings, persons that will hold the notes as part of a hedging transaction, "straddle," "synthetic security" or "conversion transaction" for tax purposes, partnerships or other pass through entities for U.S. federal income tax purposes (or investors in such entities), U.S. expatriates, or U.S. holders (as defined below) that have a "functional currency" other than the U.S. dollar. If an entity treated as a partnership for United States federal income tax purposes holds the notes, the tax treatment of a partner will generally depend on the status of the partner and the activities of the partnership. If you are a partner of a partnership holding the notes, you should consult your own tax advisor. Further, this summary does not discuss alternative minimum tax consequences, if any, or any state, local or foreign tax consequences to holders of the notes.

U.S. Holders of Notes

For purposes of this summary, a "U.S. holder" means the beneficial owner of a note that is for United States federal income tax purposes:

(1) an individual who is a citizen or resident of the United States,

(2) a corporation or other entity taxable as a corporation created or organized in or under the laws of the United States, any state thereof or the District of Columbia,

(3) an estate, the income of which is subject to United States federal income taxation regardless of its source, or

(4) a trust if (A) a court within the United States is able to exercise primary supervision over the administration of the trust and one or more United States persons have the authority to control all substantial decisions of the trust or (B) it has a valid election in effect under applicable Treasury regulations to be treated as a United States person.

The discussion herein assumes that a U.S. holder will not make an election to treat stated interest on the notes as original issue discount (as discussed below).

Stated Interest. Payments of stated interest on a note generally will be taxable to a U.S. holder as ordinary interest income at the time such payments are accrued or are received in accordance with the holder's regular method of tax accounting.

Amortizable Bond Premium. With some exceptions, a U.S. holder may elect to amortize any bond premium paid for the notes. For this purpose, a holder is deemed to have acquired the notes at a premium if the holder's basis in the notes (immediately after their acquisition by the holder) exceeds the sum of all amounts payable on the notes after the acquisition date, other than payments of qualified stated interest. However, because we may call the notes under certain circumstances at a price in excess of their principal amount, the deduction for amortizable bond premium may be reduced or eliminated. Holders should consult their own tax advisors regarding the availability of the deduction for amortizable bond premium.

Sale, Exchange or Other Disposition of Notes. Subject to the discussion below under "The Exchange Offer," upon the sale, exchange, redemption, retirement or other taxable disposition of a note, a U.S. holder will generally recognize taxable capital gain or loss equal to the difference between (A) the amount of cash proceeds and the fair market value of any property received (except to the extent that this amount is attributable to accrued but unpaid stated interest, which is taxable as ordinary income as discussed above) and (B) the holder's adjusted tax basis in the note. The U.S. holder's adjusted tax basis in a note generally will be such holder's original cost. The gain or loss will generally be long-term capital gain or loss provided that the holder's holding period for the note exceeds one year. In the case of a holder other than a corporation, the current maximum marginal United States federal income tax rate applicable to long term capital gain recognized on the sale of a note is 15% (currently scheduled to increase to 20% for dispositions occurring during taxable years beginning on or after January 1, 2013). The deductibility of capital losses is subject to certain limitations.

The Exchange Offer. The exchange of the old notes for new notes pursuant to the exchange offer will not constitute an exchange or other taxable disposition for United States federal income tax purposes. Therefore, a holder will have the same issue price, holding period and adjusted tax basis in the new note as in the note surrendered. In addition, each holder of notes will continue to be required to include interest on the notes in its gross income in accordance with its regular method of accounting for United States federal income tax purposes, and all other United States federal income tax consequences of holding and disposing of new notes will be the same as the United States federal income tax consequences of holding and disposing of old notes.

Information Reporting and Backup Withholding Tax. In general, information reporting requirements will apply to payments of interest (and accruals of OID) on the notes and the proceeds of a sale or other disposition (including a retirement or redemption) of the notes. A U.S. holder will generally be subject to backup withholding (currently at a rate of 28%) on such payments and proceeds unless the holder provides to us or our paying agent a correct taxpayer identification number and certain other information, certified under penalties of perjury, or the holder otherwise establishes an exemption.

Any amounts withheld under the backup withholding rules from a payment to a U.S. holder will be allowed as a credit against the holder's United States federal income tax and may entitle the holder to a refund, provided that the required information is timely furnished to the IRS.

Non-U.S. Holders of Notes

Except as modified for estate tax purposes, for purposes of this summary, a "non-U.S. holder" means a beneficial owner of a note that is an individual, corporation, estate or trust and is not a U.S. holder (as defined above).

Interest Income. Generally, interest income of a non-U.S. holder will qualify for the "portfolio interest" exemption and therefore will not be subject to United States federal income tax or withholding tax, provided that:

(1) the non-U.S. holder does not actually (or constructively) own 10% or more of the total combined voting power of all classes of our stock entitled to vote;

(2) the non-U.S. holder is not a controlled foreign corporation that is related to us;

(3) the non-U.S. holder is not a bank whose receipt of interest on the notes is described in section 881(c)(3)(A) of the Code;

(4) such interest is not effectively connected with a U.S. trade or business of the non-U.S. holder; and

(5) either (A) the non-U.S. holder provides to us or our paying agent a properly executed IRS Form W-8BEN (or successor form), and certifies, under penalties of perjury, that it is not a United States person, or (B) the non-U.S. holder holds notes through certain foreign intermediaries and satisfies the certification requirements of applicable Treasury regulations. Special certification rules apply to certain non-U.S. holders that are entities rather than individuals.

If the non-U.S. holder is a foreign corporation, interest will qualify for the "portfolio interest" exemption only if it is received on an obligation that is issued in registered form and either: (1) the beneficial owner has provided the withholding agent with a statement certifying that the beneficial owner is not a U.S. person on a form in the Form W-8 series; or (2) the IRS has determined that the statement described above is not needed to carry out the purposes of the "portfolio interest" exemption.

If the non-U.S. holder cannot satisfy the requirements described above, payments of interest made to such holder will be subject to the 30% United States federal withholding tax, unless the non-U.S. holder provides to us a properly executed (1) IRS Form W-8BEN (or successor form) claiming an exemption from or reduction in withholding under the benefit of an applicable income tax treaty or (2) IRS Form W-8ECI (or successor form) stating that interest paid on a note is not subject to withholding tax because it is effectively connected with the non-U.S. holder's conduct of a trade or business in the United States.

If any interest on the notes is effectively connected with a U.S. trade or business conducted by a non-U.S. holder, such non-U.S. holder will be subject to United States federal income tax generally in the same manner as a U.S. holder (unless an applicable income tax treaty provides otherwise). If a non-U.S. holder is eligible for the benefits of an income tax treaty between the United States and its country of residence, any "effectively connected" income will generally be subject to United States federal income tax only if it is also attributable to a permanent establishment maintained by such non-U.S. holder in the United States. If a non-U.S. holder is a corporation, that portion of its earnings and profits that is effectively connected with its U.S. trade or business also may be subject to a "branch profits tax" at a 30% rate, although an applicable income tax treaty may provide for a lower rate.

If interest received with respect to the notes is effectively connected income (whether or not a treaty applies), the 30% withholding tax described above will not apply (assuming an appropriate certification is provided).

Sale, Exchange or Disposition of Notes. Subject to the discussion of backup withholding below, a non-U.S. holder generally will not be subject to United States federal income tax or withholding tax on any gain realized on the sale, exchange, redemption, retirement, or other taxable disposition of the notes unless:

(1) the gain is effectively connected with the conduct of a United States trade or business of the non-U.S. holder (and where an income tax treaty applies, is attributable to a permanent establishment maintained by the non-U.S. holder in the United States), in which case such gain will be taxed as discussed above with respect to effectively connected interest; or

(2) in the case of a non-U.S. holder who is an individual, such holder is present in the United States for a period or periods aggregating 183 days or more during the taxable year of the disposition and certain other conditions are met, in which case (except as otherwise provided by an applicable income tax treaty) such holder will be subject to a 30% U.S. federal income tax on any gain recognized, which may be offset by certain U.S. source losses.

Information Reporting and Backup Withholding. Payments to a non-U.S. holder of interest on a note, and amounts withheld from such payments, if any, generally will be required to be reported to the IRS and to the non-U.S. holder. Copies of the information returns reporting such interest payments and any withholding may also be made available to the tax authorities in the country in which the non-U.S. holder resides under the provisions of an applicable income tax treaty.

Backup withholding (currently at a rate of 28%) generally will not apply to interest payments on the notes to a non-U.S. holder if such holder has complied with the applicable certification requirements described in subparagraph (5) in the "Interest Income" section above or otherwise establishes an exemption under the applicable Treasury regulations.

Payment of the proceeds of a sale or other disposition (including a retirement or redemption) of a note effected by the United States office of a United States or foreign broker will be subject to information reporting requirements and backup withholding unless the non-U.S. holder properly certifies under penalties of perjury as to its foreign status or the non-U.S. holder otherwise establishes an exemption. Information reporting requirements and backup withholding generally will not apply to any payment of the proceeds of a sale or other disposition of a note effected outside the United States by a foreign office of a broker. However, unless such a broker has documentary evidence in its records that the beneficial owner is a non-U.S. holder and certain other conditions are met, or a non-U.S. holder otherwise establishes an exemption, information reporting will apply to a payment of the proceeds of a sale or other disposition of a note effected outside the United States by such a broker if the broker:

(1) is a United States person;

(2) derives 50% or more of its gross income for certain periods from the conduct of a trade or business in the United States;

(3) is a controlled foreign corporation for United States federal income tax purposes; or

(4) is a foreign partnership that, at any time during its taxable year, has more than 50% of its income or capital interests owned by United States persons or is engaged in the conduct of a United States trade or business.

Backup withholding is not an additional tax. Any amount withheld under the backup withholding rules may be credited against the holder's United States federal income tax liability and any excess may be refundable if the proper information is timely provided to the IRS.

United States Federal Estate Tax. The notes will not be included in the estate of a deceased non-U.S. holder (as specifically defined for United States federal estate tax purposes) if interest

payments to such non-U.S. holder would be exempt from withholding of United States federal income tax under the portfolio interest exemption discussed above (without regard to the certification requirement).

The United States federal income and estate tax discussion set forth above is included for general information only. Holders should consult their own tax advisors with respect to the tax consequences to them of the exchange, ownership and disposition of the notes, including the tax consequences under state, local, foreign and other tax laws and any proposed change in applicable laws.

PLAN OF DISTRIBUTION

Each broker-dealer that receives new notes for its own account in connection with the exchange offer must acknowledge that it will deliver a prospectus in connection with any resale of those new notes. A broker-dealer may use this prospectus, as amended or supplemented from time to time, in connection with resales of new notes received in exchange for old notes where such broker-dealer acquired old notes as a result of market-making activities or other trading activities. We have agreed that for a period of 180 days after the expiration date of the exchange offer, we will make available a prospectus, as amended or supplemented, meeting the requirements of the Securities Act to any broker-dealer for use in connection with those resales.

We will not receive any proceeds from any sale of new notes by broker-dealers. Broker-dealers may sell new notes received by them for their own account pursuant to the exchange offer from time to time in one or more transactions in the over-the-counter market, in negotiated transactions, through the writing of options on the new notes or a combination of those methods of resale, at market prices prevailing at the time of resale, at prices related to such prevailing market prices or negotiated prices. Any such resale may be made directly to purchasers or to or through brokers or dealers who may receive compensation in the form of commissions or concessions from any broker-dealer or the purchasers of any new notes. Any broker-dealer that resells new notes that were received by it for its own account pursuant to the exchange offer and any broker or dealer that participates in a distribution of such new notes may be deemed to be an "underwriter" within the meaning of the Securities Act. A profit on any such resale of new notes and any commissions or concessions received by any such persons may be deemed to be underwriting compensation under the Securities Act. The letter of transmittal states that, by acknowledging that it will deliver and by delivering a prospectus, a broker-dealer will not be deemed to admit that it is an "underwriter" within the meaning of the Securities Act.

For a period of 180 days after the expiration date of the exchange offer, we will promptly send additional copies of this prospectus and any amendment or supplement to this prospectus to any broker-dealer that requests these documents in the letter of transmittal. We will indemnify the holders of the old notes, including any broker-dealers, against specified liabilities, including liabilities under the Securities Act.

LEGAL MATTERS

Davis, Malm & D'Agostine, P.C., Boston, Massachusetts, has passed upon the validity and enforceability of the new notes and the guarantees for Clean Harbors and the Guarantors. As of July 31, 2012, shareholders in Davis, Malm & D'Agostine, P.C., beneficially owned an aggregate of 14,000 shares of our common stock (including 3,000 shares owned by, or for the benefit of, members of their immediate families).

EXPERTS

The consolidated financial statements and related financial statement schedule incorporated in this prospectus by reference from Clean Harbors, Inc.'s Current Report on Form 8-K filed with the Securities and Exchange Commission on July 16, 2012 and the effectiveness of Clean Harbors, Inc.'s internal control over financial reporting incorporated by reference in this prospectus from Clean Harbors, Inc.'s Annual Report on Form 10-K for the year ended December 31, 2011, have been audited by Deloitte & Touche LLP, an independent registered public accounting firm, as stated in their reports incorporated by reference in this prospectus (which reports on the consolidated financial statements and related financial statement schedule (1) express an unqualified opinion and includes an explanatory paragraph related to the effects of the retrospective adoption of changing the method of presenting comprehensive income and of the financial statement disclosures related to the change in the composition of the reportable segments and (2) express an unqualified opinion on the effectiveness of internal control over financial reporting). Such consolidated financial statements and financial statement schedule have been so incorporated in reliance upon the reports of such firm given upon their authority as experts in accounting and auditing.

PART II

INFORMATION NOT REQUIRED IN THE PROSPECTUS

Item 20. Indemnification of Directors and Officers

Sections 8.51 and 8.52 of the Massachusetts Business Corporation Act, as amended, give Massachusetts corporations the power to indemnify each of their present and former officers or directors, and present and former officers and directors of the subsidiaries, under certain circumstances if such person acted in good faith and in a manner which he or she reasonably believed to be in or not opposed to the best interest of the corporation. In its Restated Articles of Organization and By-Laws, the Registrant provides for such indemnification of its present and former officers and directors, and present and former officers and directors of its subsidiaries, to the extent permitted by law. Reference is made to Article 6 of the Registrant's Restated Articles of Organization filed as Exhibit 3.1A to the Registrant's Report on Form 8-K filed on May 19, 2005, and Article VII of the Registrant's Amended and Restated By-Laws filed as Exhibits 3.4C to the Registrant's Report on Form 8-K filed on December 6, 2011, each of which is incorporated herein by reference, for the applicable provisions regarding the indemnification of directors and officers.

The Registrant also maintains director and officer liability insurance which provides for protection of its directors and officers and directors and officers of its subsidiaries, against liabilities and costs which they may incur in such capacities, including liabilities arising under the Securities Act of 1933, as amended.

Item 21. Exhibits and Financial Statement Schedules

(a) Exhibits

Exhibit No.	Description of Exhibit
3.1A	Restated Articles of Organization of Clean Harbors, Inc. (incorporated by reference to Exhibit 3.1A to the Registrant's Report on Form 8-K filed on May 19, 2005 (File No. 001-34223)).
3.1B	Articles of Amendment [as filed on May 9, 2011] to Restated Articles of Organization of Clean Harbors, Inc. (incorporated by reference to Exhibit 3.1B to the Registrant's Report on Form 8-K filed on May 12, 2011 (File No. 001-34223)).
3.4B	Amended and Restated By-Laws of Clean Harbors, Inc. (incorporated by reference to Exhibit 3.4C to the Registrant's Report on Form 8-K filed on December 6, 2011 (File No. 001-34223)).
3.5*	Certificate of Organization and LLC Agreement of Altair Disposal Services, LLC
3.6*	Certificate of Organization and LLC Agreement of ARC Advanced Reactors and Columns, LLC
3.7*	Certificate of Organization and LLC Agreement of Baton Rouge Disposal, LLC
3.8*	Certificate of Organization and LLC Agreement of Bridgeport Disposal, LLC
3.9*	Certificate of Organization and LLC Agreement of CH International Holdings, LLC
3.10*	Certificate of Incorporation and By-Laws of Clean Harbors (Mexico), Inc.
3.11*	Certificate of Organization and LLC Agreement of Clean Harbors Andover, LLC
3.12*	Certificate of Organization and LLC Agreement of Clean Harbors Antioch, LLC
3.13*	Certificate of Organization and LLC Agreement of Clean Harbors Aragonite, LLC

Exhibit No.	Description of Exhibit
3.14*	Certificate of Organization and LLC Agreement of Clean Harbors Arizona, LLC
3.15*	Certificate of Organization and LLC Agreement of Clean Harbors Baton Rouge, LLC
3.16*	Certificate of Organization and LLC Agreement of Clean Harbors BDT, LLC
3.17*	Certificate of Organization and LLC Agreement of Clean Harbors Buttonwillow, LLC
3.18*	Certificate of Organization and LLC Agreement of Clean Harbors Catalyst Technologies, LLC
3.19*	Certificate of Organization and LLC Agreement of Clean Harbors Chattanooga, LLC
3.20*	Certificate of Organization and LLC Agreement of Clean Harbors Clive, LLC
3.21*	Certificate of Organization and LLC Agreement of Clean Harbors Coffeyville, LLC
3.22*	Certificate of Organization and LLC Agreement of Clean Harbors Colfax, LLC
3.23*	Certificate of Organization and LLC Agreement of Clean Harbors Deer Park, LLC
3.24*	Certificate of Organization and LLC Agreement of Clean Harbors Deer Trail, LLC
3.25*	Certificate of Organization and LLC Agreement of Clean Harbors Development, LLC
3.26*	Certificate of Incorporation and By-Laws of Clean Harbors Disposal Services, Inc.
3.27*	Certificate of Organization and LLC Agreement of Clean Harbors El Dorado, LLC
3.28*	Articles of Incorporation and By-Laws of Clean Harbors Environmental Services, Inc.
3.29*	Certificate of Incorporation and By-Laws of Clean Harbors Exploration Services, Inc.
3.30*	Certificate of Organization and LLC Agreement of Clean Harbors Florida, LLC
3.31*	Certificate of Organization and LLC Agreement of Clean Harbors Grassy Mountain, LLC
3.32*	Certificate of Incorporation and By-Laws of Clean Harbors Industrial Services, Inc.
3.33*	Certificate of Organization and LLC Agreement of Clean Harbors Kansas, LLC
3.34*	Articles of Incorporation and By-Laws of Clean Harbors Kingston Facility Corporation
3.35*	Certificate of Organization and LLC Agreement of Clean Harbors LaPorte, LLC
3.36*	Certificate of Organization and LLC Agreement of Clean Harbors Laurel, LLC
3.37*	Certificate of Organization and LLC Agreement of Clean Harbors Lone Mountain, LLC
3.38*	Certificate of Incorporation and By-Laws of Clean Harbors Lone Star Corp.
3.39*	Certificate of Organization and LLC Agreement of Clean Harbors Los Angeles, LLC
3.40*	Certificate of Incorporation and By-Laws of Clean Harbors of Baltimore, Inc.
3.41*	Articles of Incorporation and By-Laws of Clean Harbors of Braintree, Inc.
3.42*	Certificate of Incorporation and By-Laws of Clean Harbors of Connecticut, Inc.
3.43*	Certificate of Organization and LLC Agreement of Clean Harbors Pecatonica, LLC
3.44*	Certificate of Organization and LLC Agreement of Clean Harbors PPM, LLC
3.45*	Certificate of Organization and LLC Agreement of Clean Harbors Recycling Services of Chicago, LLC

Exhibit No.	Description of Exhibit
3.46*	Certificate of Organization and LLC Agreement of Clean Harbors Recycling Services of Ohio, LLC
3.47*	Certificate of Organization and LLC Agreement of Clean Harbors Reidsville, LLC
3.48*	Certificate of Organization and LLC Agreement of Clean Harbors San Jose, LLC
3.49*	Articles of Incorporation and By-Laws of Clean Harbors Services, Inc.
3.50*	Certificate of Organization and LLC Agreement of Clean Harbors Tennessee, LLC
3.51*	Certificate of Organization and LLC Agreement of Clean Harbors Westmorland, LLC
3.52*	Certificate of Organization and LLC Agreement of Clean Harbors White Castle, LLC
3.53*	Certificate of Organization and LLC Agreement of Clean Harbors Wilmington, LLC
3.54*	Certificate of Organization and LLC Agreement of Crowley Disposal, LLC
3.55*	Certificate of Organization and LLC Agreement of Disposal Properties, LLC
3.56*	Certificate of Incorporation and By-Laws of DuraTherm, Inc.
3.57*	Certificate of Organization and LLC Agreement of GSX Disposal, LLC
3.58*	Certificate of Organization and LLC Agreement of Hilliard Disposal, LLC
3.59*	Articles of Incorporation and By-Laws of Murphy's Waste Oil Service, Inc.
3.60*	Certificate of Incorporation and By-Laws of Peak Energy Services USA, Inc.
3.61*	Certificate of Organization and LLC Agreement of Plaquemine Remediation Services, LLC
3.62*	Certificate of Organization and LLC Agreement of Roebuck Disposal, LLC
3.63*	Certificate of Incorporation and By-Laws of Sanitherm USA, Inc.
3.64*	Certificate of Organization and LLC Agreement of Sawyer Disposal Services, LLC
3.65*	Certificate of Organization and LLC Agreement of Service Chemical, LLC
3.66*	Certificate of Incorporation and By-Laws of Spring Grove Resource Recovery, Inc.
3.67*	Certificate of Organization and LLC Agreement of Tulsa Disposal, LLC
4.1	Indenture dated as of July 30, 2012, by and among Clean Harbors, Inc., the Guarantors named therein and U.S. Bank National Association, as Trustee, relating to the 5.25% Senior Notes due 2020, including the form of 5.25% Senior Note due 2020 (incorporated by reference to Exhibit 4.40 to the Registrant's Report on Form 8-K filed on July 30, 2012 (File No. 001-34223)).
4.2	Registration Rights Agreement dated July 30, 2012 between Clean Harbors, Inc., the domestic subsidiaries of Clean Harbors, Inc. as guarantors, and Goldman Sachs & Co. (incorporated by reference to Exhibit 4.41 to the Registrant's Report on Form 8-K filed on July 30, 2012 (File No. 001-34223)).
4.3	Third Amended and Restated Credit Agreement dated as of May 31, 2011 among Clean Harbors, Inc., as the U.S. Borrower, Clean Harbors Industrial Services Canada, Inc., as the Canadian Borrower, Bank of America, N.A., as Administrative Agent, and the Lenders party thereto (incorporated by reference to Exhibit 4.33E to the Registrant's Report on Form 8-K filed on June 3, 2011 (File No. 001-34223)).

Exhibit No.	Description of Exhibit
4.4	Guarantee (U.S. Domiciled Loan Parties—U.S. Facility Obligations) dated as of May 31, 2011 executed by the U.S. Domiciled Subsidiaries of Clean Harbors, Inc. named therein in favor of Bank of America, N.A., as Agent for itself and the other U.S. Facility Secured Parties (incorporated by reference to Exhibit 4.33F to the Registrant's Report on Form 8-K filed on June 3, 2011 (File No. 001-34223)).
4.5	Guarantee (Canadian Domiciled Loan Parties—Canadian Facility Obligations) dated as of May 31, 2011 executed by the Canadian Domiciled Subsidiaries of Clean Harbors, Inc. named therein in favor of Bank of America, N.A., as Agent for itself and the other Canadian Facility Secured Parties (incorporated by reference to Exhibit 4.33G to the Registrant's Report on Form 8-K filed on June 3, 2011 (File No. 001-34223)).
4.6	Guarantee (U.S. Domiciled Loan Parties—Canadian Facility Obligations) dated as of May 31, 2011 executed by Clean Harbors, Inc. and the U.S. Domiciled Subsidiaries of Clean Harbors, Inc. named therein in favor of Bank of America, N.A., as Agent for itself and the other Canadian Facility Secured Parties (incorporated by reference to Exhibit 4.33H to the Registrant's Report on Form 8-K filed on June 3, 2011 (File No. 001-34223)).
4.7	Security Agreement (U.S. Domiciled Loan Parties) dated as of May 31, 2011 among Clean Harbors, Inc., as the U.S. Borrower and a Grantor, the subsidiaries of Clean Harbors, Inc. listed on Annex A thereto or that thereafter become a party thereto as Grantors, and Bank of America, N.A., as Agent (incorporated by reference to Exhibit 4.33I to the Registrant's Report on Form 8-K filed on June 3, 2011 (File No. 001-34223)).
4.7A*	First Amendment to Security Agreement (U.S. Domiciled Loan Parties) dated as of September 12, 2012 among Clean Harbors, Inc., as the U.S. Borrower, the subsidiaries of Clean Harbors, Inc. listed on Annex A thereto or that thereafter become a party thereto as Grantors, and Bank of America, N.A., as Agent.
4.8	Security Agreement (Canadian Domiciled Loan Parties) dated as of May 31, 2011 among Clean Harbors Industrial Services Canada, Inc., as the Canadian Borrower and a Grantor, the Canadian subsidiaries of Clean Harbors, Inc. listed on Annex A thereto or that thereafter become a party thereto as Grantors, and Bank of America, N.A., as Agent (incorporated by reference to Exhibit 4.33J to the Registrant's Report on Form 8-K filed on June 3, 2011 (File No. 001-34223)).
5.1*	Opinion of Davis, Malm & D'Agostine, P.C.
12.1**	Statement regarding computation of ratio of earnings to fixed charges.
21.1**	Subsidiaries of the Registrant.
23.1*	Consent of Deloitte & Touche LLP.
23.2*	Consent of Davis, Malm & D'Agostine, P.C. (included in Exhibit 5.1).
24**	Powers of Attorney.
25.1**	Statement of Eligibility and Qualification under the Trust Indenture Act of 1939 of U.S. Bank National Association, as Trustee, on Form T-1, relating to the Registrant's 5.25% Senior Notes due 2020.
99.1**	Form of Letter of Transmittal.
99.2**	Form of Notice of Guaranteed Delivery.

Exhibit No.	Description of Exhibit
99.3**	Form of Letter to Registered Holders and DTC Participants.
99.4**	Form of Letter to Clients.
99.5**	Form of Guidelines for Certification of Taxpayer Identification Number on Substitute Form W-9.

* Filed with this Amendment.

** Previously filed under this Registration Statement.

(b) Financial Statement Schedules

Schedule II—Valuation and Qualifying Accounts for the Three Years Ended December 31, 2011 [Included in the Registrant's revised audited Financial Statements for the Three Years Ended December 31, 2011 attached as Exhibit 99.1 to the Registrant's Report on Form 8-K filed on July 16, 2012]. All other schedules are omitted because they are not applicable, not required, or because the required information is included in the financial statements or notes thereto.

Item 22. Undertakings

The undersigned Registrant hereby undertakes:

(1) To file, during any period in which offers or sales are being made, a post-effective amendment to this registration statement:

(i) To include any prospectus required by Section 10(a)(3) of the Securities Act of 1933;

(ii) To reflect in the prospectus any facts or events arising after the effective date of the registration statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in the registration statement. Notwithstanding the foregoing, any increase or decrease in volume of securities offered (if the total dollar value of securities offered would not exceed that which was registered) and any deviation from the low or high end of the estimated maximum offering range may be reflected in the form of prospectus filed with the Commission pursuant to Rule 424(b) if, in the aggregate, the changes in volume and price represent no more than 20 percent change in the maximum aggregate offering price set forth in the "Calculation of Registration Fee" table in the effective registration statement;

(iii) To include any material information with respect to the plan of distribution not previously disclosed in the registration statement or any material change to such information in the registration statement;

provided, however, that paragraphs (1)(i) and (1)(ii) do not apply if the registration statement is on Form S-3, Form S-8 or Form F-3, and the information required to be included in a post-effective amendment by those paragraphs is contained in periodic reports filed with or furnished to the Commission by the Registrant pursuant to Section 13 or Section 15(d) of the Securities Exchange Act of 1934 that are incorporated by reference in the registration statement.

(2) That, for the purpose of determining liability under the Securities Act of 1933 to any purchaser, each prospectus filed pursuant to Rule 424(b) as part of a registration statement relating to an offering, other than registration statements relying on Rule 430B or other than prospectuses filed in reliance on Rule 430A, shall be deemed to be part of and included in the registration statement as of the date it is first used after effectiveness; *Provided, however*, that no statement made in a registration statement or prospectus that is part of the registration statement

or made in a document incorporated or deemed incorporated by reference into the registration statement or prospectus that is part of the registration statement will, as to a purchaser with a time of contract of sale prior to such first use, supersede or modify any statement that was made in the registration statement or prospectus that was part of the registration statement or made in any such document immediately prior to such date of first use.

(3) That for the purpose of determining liability of the undersigned Registrant under the Securities Act of 1933 to any purchaser in the initial distribution of the securities, the undersigned Registrant undertakes that in a primary offering of securities of the undersigned Registrant pursuant to this registration statement, regardless of the underwriting method used to sell the securities to the purchaser, if the securities are offered or sold to such purchaser by means of any of the following communications, the undersigned Registrant will be a seller to the purchaser and will be considered to offer or sell such securities to such purchaser:

(i) Any preliminary prospectus or prospectus of the undersigned registrant relating to the offering required to be filed pursuant to Rule 424;

(ii) Any free writing prospectus relating to the offering prepared by or on behalf of the undersigned Registrant or used or referred to by the undersigned Registrant;

(iii) The portion of any other free writing prospectus relating to the offering containing material information about the undersigned registrant or its securities provided by or on behalf of the undersigned Registrant; and

(iv) Any other communication that is an offer in the offering made by the undersigned Registrant to the purchaser.

(4) That, for purposes of determining any liability under the Securities Act of 1933, each filing of the undersigned Registrant's annual report pursuant to section 13(a) or section 15(d) of the Securities Exchange Act of 1934 (and, where applicable, each filing of an employee benefit plan's annual report pursuant to section 15(d) of the Securities Exchange Act of 1934) that is incorporated by reference in the registration statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(5) That, for the purpose of determining any liability under the Securities Act of 1933, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at the time shall be deemed to be the initial bona fide offering thereof.

(6) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.

(7) Insofar as indemnification for liabilities arising under the Securities Act of 1933 may be permitted to directors, officers and controlling persons of the Registrant pursuant to the foregoing provisions, or otherwise, the Registrant has been advised that in the opinion of the Commission such indemnification is against public policy as expressed in the Securities Act of 1933 and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the Registrant of expenses incurred or paid by a director, officer or controlling person of the Registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the Registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Securities Act of 1933 and will be governed by the final adjudication of such issue.

(8) The undersigned Registrant hereby undertakes to respond to requests for information that is incorporated by reference into the Prospectus pursuant to Items 4, 10(b), 11, or 13 of this Form, within one business day of receipt of such request, and to send the incorporated documents by first class mail or other equally prompt means. This undertaking also includes information contained in documents filed subsequent to the effective date of the registration statement through the date of responding to the request.

(9) The undersigned Registrant hereby undertakes to supply by means of a post-effective amendment all information concerning a transaction, and the company being acquired involved therein, that was not the subject of and included in the registration statement when it became effective.

REGISTRANT SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, the Registrant has duly caused this Amendment to Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the Town of Norwell, Commonwealth of Massachusetts on September 24, 2012.

Clean Harbors, Inc.

By: /s/ JAMES M. RUTLEDGE

James M. Rutledge
Vice Chairman and President

Pursuant to the requirements of the Securities Act of 1933, as amended, this Amendment to Registration Statement has been signed by the following persons in the capacities and on the dates indicated.

Signature	Title	Date
/s/ ALAN S. MCKIM* Alan S. McKim	Chairman of the Board of Directors and Chief Executive Officer	September 24, 2012
/s/ JAMES M. RUTLEDGE James M. Rutledge	Vice Chairman of the Board of Directors and President	September 24, 2012
/s/ ROBERT E. GAGNON* Robert E. Gagnon	Executive Vice President, Chief Financial Officer and Treasurer	September 24, 2012
/s/ JOHN R. BEALS* John R. Beals	Senior Vice President, Controller and Chief Accounting Officer	September 24, 2012
/s/ EUGENE BANUCCI* Eugene Banucci	Director	September 24, 2012
/s/ JOHN P. DEVILLARS* John P. DeVillars	Director	September 24, 2012
/s/ EDWARD G. GALANTE* Edward G. Galante	Director	September 24, 2012

Signature	Title	Date
/s/ JOHN F. KASLOW* John F. Kaslow	Director	September 24, 2012
/s/ ROD MARLIN* Rod Marlin	Director	September 24, 2012
/s/ DANIEL J. MCCARTHY* Daniel J. McCarthy	Director	September 24, 2012
/s/ JOHN T. PRESTON* John T. Preston	Director	September 24, 2012
/s/ ANDREA ROBERTSON* Andrea Robertson	Director	September 24, 2012
/s/ THOMAS J. SHIELDS* Thomas J. Shields	Director	September 24, 2012

*By: /s/ JAMES M. RUTLEDGE

James M. Rutledge,
Attorney-in-fact

GUARANTOR REGISTRANTS SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, the undersigned Guarantor Registrants have duly caused this Amendment to Registration Statement to be signed on their behalf by the undersigned, thereunto duly authorized, in the Town of Norwell, Commonwealth of Massachusetts, on September 24, 2012.

Altair Disposal Services, LLC
Baton Rouge Disposal, LLC
Bridgeport Disposal, LLC
Clean Harbors Andover, LLC
Clean Harbors Antioch, LLC
Clean Harbors Aragonite, LLC
Clean Harbors Arizona, LLC
Clean Harbors Baton Rouge, LLC
Clean Harbors BDT, LLC
Clean Harbors Buttonwillow, LLC
Clean Harbors Chattanooga, LLC
Clean Harbors Clive, LLC
Clean Harbors Coffeyville, LLC
Clean Harbors Colfax, LLC
Clean Harbors Deer Park, LLC
Clean Harbors Deer Trail, LLC
Clean Harbors El Dorado, LLC
Clean Harbors Florida, LLC
Clean Harbors Grassy Mountain, LLC
Clean Harbors Kansas, LLC
Clean Harbors LaPorte, LLC
Clean Harbors Laurel, LLC
Clean Harbors Lone Mountain, LLC
Clean Harbors Los Angeles, LLC
Clean Harbors Pecatonica, LLC
Clean Harbors PPM, LLC
Clean Harbors Recycling Services of Chicago, LLC
Clean Harbors Recycling Services of Ohio, LLC
Clean Harbors Reidsville, LLC
Clean Harbors San Jose, LLC
Clean Harbors Tennessee, LLC
Clean Harbors Westmorland, LLC
Clean Harbors White Castle, LLC
Clean Harbors Wilmington, LLC
Crowley Disposal, LLC
Disposal Properties, LLC
GSX Disposal, LLC
Hilliard Disposal, LLC
Roebuck Disposal, LLC

Sawyer Disposal Services, LLC
Service Chemical, LLC
Tulsa Disposal, LLC

By: /s/ JAMES M. RUTLEDGE

James M. Rutledge,
Executive Vice President

Pursuant to the requirements of the Securities Act of 1933, as amended, this Amendment to Registration Statement has been signed by the following persons in the capacities and on the dates indicated.

Signature	Title	Date
/s/ ERIC W. GERSTENBERG* Eric W. Gerstenberg	President and Chief Executive Officer	September 24, 2012
/s/ ROBERT E. GAGNON Robert E. Gagnon	Executive Vice President, Treasurer and Chief Financial and Accounting Officer	September 24, 2012
/s/ ERIC W. GERSTENBERG* Eric W. Gerstenberg	Manager	September 24, 2012
/s/ JAMES M. RUTLEDGE James M. Rutledge	Manager	September 24, 2012

*By: /s/ JAMES M. RUTLEDGE

James M. Rutledge,
Attorney-in-fact

GUARANTOR REGISTRANTS SIGNATURE

Pursuant to the requirements of the Securities Act of 1933, as amended, the undersigned Guarantor Registrants have duly caused this Amendment to Registration Statement to be signed on their behalf by the undersigned, thereunto duly authorized, in the Town of Norwell, Commonwealth of Massachusetts, on September 24, 2012.

ARC Advanced Reactors and Columns, LLC
Clean Harbors Catalyst Technologies, LLC

By: /s/ JAMES M. RUTLEDGE

James M. Rutledge,
Executive Vice President

Pursuant to the requirements of the Securities Act of 1933, as amended, this Amendment to Registration Statement has been signed by the following persons in the capacities and on the dates indicated.

Signature	Title	Date
/s/ WALLY DUMONT* Wally Dumont	President and Chief Executive Officer	September 24, 2012
/s/ ROBERT E. GAGNON Robert E. Gagnon	Executive Vice President, Treasurer and Chief Executive and Financial Officer	September 24, 2012
/s/ JAMES M. RUTLEDGE James M. Rutledge	Manager	September 24, 2012
/s/ WALLY DUMONT* Wally Dumont	Manager	September 24, 2012

*By: /s/ JAMES M. RUTLEDGE

James M. Rutledge,
Attorney-in-fact

GUARANTOR REGISTRANT SIGNATURE

Pursuant to the requirements of the Securities Act of 1933, as amended, the undersigned Guarantor Registrant has duly caused this Amendment to Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the Town of Norwell, Commonwealth of Massachusetts, on September 24, 2012.

CH International Holdings, LLC

By: /s/ JAMES M. RUTLEDGE

James M. Rutledge,
Executive Vice President

Pursuant to the requirements of the Securities Act of 1933, as amended, this Amendment to Registration Statement has been signed by the following persons in the capacities and on the dates indicated.

Name	Title	Date
/s/ JERRY E. CORRELL* Jerry E. Correll	President and Chief Executive Officer	September 24, 2012
/s/ ROBERT E. GAGNON Robert E. Gagnon	Executive Vice President, Treasurer and Chief Financial and Accounting Officer	September 24, 2012
/s/ JAMES M. RUTLEDGE James M. Rutledge	Manager	September 24, 2012

*By: /s/ JAMES M. RUTLEDGE

James M. Rutledge,
Attorney-in-fact

GUARANTOR REGISTRANT SIGNATURE

Pursuant to the requirements of the Securities Act of 1933, as amended, the undersigned Guarantor Registrant has duly caused this Amendment to Registration Statement to be signed on their behalf by the undersigned, thereunto duly authorized, in the Town of Norwell, Commonwealth of Massachusetts, on September 24, 2012.

Clean Harbors Development, LLC

By: /s/ JAMES M. RUTLEDGE

James M. Rutledge,
Executive Vice President

Pursuant to the requirements of the Securities Act of 1933, as amended, this Amendment to Registration Statement has been signed by the following persons in the capacities and on the dates indicated.

Name	Title	Date
/s/ WILLIAM J. GEARY* William J. Geary	President and Chief Executive Officer	September 24, 2012
/s/ ROBERT E. GAGNON Robert E. Gagnon	Executive Vice President, Treasurer and Chief Financial and Accounting Officer	September 24, 2012
/s/ ERIC W. GERSTENBERG* Eric W. Gerstenberg	Manager	September 24, 2012
/s/ JAMES M. RUTLEDGE James M. Rutledge	Manager	September 24, 2012
/s/ WILLIAM J. GEARY* William J. Geary	Manager	September 24, 2012
/s/ ALAN S. MCKIM* Alan S. McKim	Manager	September 24, 2012

*By: /s/ JAMES M. RUTLEDGE

James M. Rutledge,
Attorney-in-fact

GUARANTOR REGISTRANTS SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, the undersigned Guarantor Registrants have duly caused this Amendment to Registration Statement to be signed on their behalf by the undersigned, thereunto duly authorized, in the Town of Norwell, Commonwealth of Massachusetts, on September 24, 2012.

Clean Harbors Disposal Services, Inc.
Clean Harbors of Baltimore, Inc.
Clean Harbors of Connecticut, Inc.
DuraTherm, Inc.
Spring Grove Resource Recovery, Inc.

By: /s/ JAMES M. RUTLEDGE

James M. Rutledge,
Executive Vice President

Pursuant to the requirements of the Securities Act of 1933, as amended, this Amendment to Registration Statement has been signed by the following persons in the capacities and on the dates indicated.

Signature	Title	Date
/s/ ERIC W. GERSTENBERG* Eric W. Gerstenberg	President and Chief Executive Officer	September 24, 2012
/s/ ROBERT E. GAGNON Robert E. Gagnon	Executive Vice President, Treasurer and Chief Financial and Accounting Officer	September 24, 2012
/s/ ERIC W. GERSTENBERG* Eric W. Gerstenberg	Director	September 24, 2012
/s/ JAMES M. RUTLEDGE James M. Rutledge	Director	September 24, 2012

*By: /s/ JAMES M. RUTLEDGE

James M. Rutledge,
Attorney-in-fact

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GUARANTOR REGISTRANTS SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, the undersigned Guarantor Registrants have duly caused this Amendment to Registration Statement to be signed on their behalf by the undersigned, thereunto duly authorized, in the Town of Norwell, Commonwealth of Massachusetts, on September 24, 2012.

Clean Harbors Lone Star Corp.
Clean Harbors (Mexico), Inc.
Clean Harbors of Braintree, Inc.
Clean Harbors Services, Inc.

By: /s/ JAMES M. RUTLEDGE

James M. Rutledge,
Executive Vice President

Pursuant to the requirements of the Securities Act of 1933, as amended, this Amendment to Registration Statement has been signed by the following persons in the capacities and on the dates indicated.

Signature	Title	Date
/s/ ERIC W. GERSTENBERG* Eric W. Gerstenberg	President and Chief Executive Officer	September 24, 2012
/s/ ROBERT E. GAGNON Robert E. Gagnon	Executive Vice President, Treasurer and Chief Financial and Accounting Officer	September 24, 2012
/s/ ALAN S. MCKIM* Alan S. McKim	Director	September 24, 2012

*By: /s/ JAMES M. RUTLEDGE

James M. Rutledge,
Attorney-in-fact

GUARANTOR REGISTRANT SIGNATURE

Pursuant to the requirements of the Securities Act of 1933, as amended, the undersigned Guarantor Registrant has duly caused this Amendment to Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the Town of Norwell, Commonwealth of Massachusetts, on September 24, 2012.

Clean Harbors Environmental Services, Inc.

By: /s/ JAMES M. RUTLEDGE

James M. Rutledge,
Executive Vice President

Pursuant to the requirements of the Securities Act of 1933, as amended, this Amendment to Registration Statement has been signed by the following persons in the capacities and on the dates indicated.

Signature	Title	Date
/s/ ERIC W. GERSTENBERG* Eric W. Gerstenberg	President and Chief Executive Officer	September 24, 2012
/s/ ROBERT E. GAGNON* Robert E. Gagnon	Executive Vice President, Treasurer and Chief Financial and Accounting Officer	September 24, 2012
/s/ ERIC W. GERSTENBERG* Eric W. Gerstenberg	Director	September 24, 2012
/s/ JAMES M. RUTLEDGE James M. Rutledge	Director	September 24, 2012
/s/ ALAN S. MCKIM* Alan S. McKim	Director	September 24, 2012

*By: /s/ JAMES M. RUTLEDGE

James M. Rutledge,
Attorney-in-fact

GUARANTOR REGISTRANT SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, the undersigned Guarantor Registrant has duly caused this Amendment to Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the Town of Norwell, Commonwealth of Massachusetts, on September 24, 2012.

Clean Harbors Exploration Services, Inc.

By: /s/ JAMES M. RUTLEDGE

James M. Rutledge,
Executive Vice President

Pursuant to the requirements of the Securities Act of 1933, as amended, this Amendment to Registration Statement has been signed by the following persons in the capacities and on the dates indicated.

Signature	Title	Date
/s/ MARVIN LEFEBVRE* Marvin LeFebvre	President and Chief Executive Officer	September 24, 2012
/s/ ROBERT E. GAGNON Robert E. Gagnon	Executive Vice President, Treasurer and Chief Financial and Accounting Officer	September 24, 2012
/s/ DAVID M. PARRY* David M. Parry	Director	September 24, 2012
/s/ JAMES M. RUTLEDGE James M. Rutledge	Director	September 24, 2012

*By: /s/ JAMES M. RUTLEDGE

James M. Rutledge,
Attorney-in-fact

GUARANTOR REGISTRANT SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, the undersigned Guarantor Registrant has duly caused this Amendment to Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the Town of Norwell, Commonwealth of Massachusetts, on September 24, 2012.

Clean Harbors Industrial Services, Inc.

By: /s/ JAMES M. RUTLEDGE

James M. Rutledge,
Executive Vice President

Pursuant to the requirements of the Securities Act of 1933, as amended, this Amendment to Registration Statement has been signed by the following persons in the capacities and on the dates indicated.

Signature	Title	Date
/s/ WALLY DUMONT* Wally Dumont	President and Chief Executive Officer	September 24, 2012
/s/ ROBERT E. GAGNON* Robert E. Gagnon	Executive Vice President, Treasurer and Chief Financial and Accounting Officer	September 24, 2012
/s/ DAVID M. PARRY* David M. Parry	Director	September 24, 2012
/s/ JAMES M. RUTLEDGE James M. Rutledge	Director	September 24, 2012

*By: /s/ JAMES M. RUTLEDGE

James M. Rutledge,
Attorney-in-fact

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GUARANTOR REGISTRANTS SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, the undersigned Guarantor Registrants have duly caused this Amendment to Registration Statement to be signed on their behalf by the undersigned, thereunto duly authorized, in the Town of Norwell, Commonwealth of Massachusetts, on September 24, 2012.

Clean Harbors Kingston Facility Corporation

By: /s/ JAMES M. RUTLEDGE

James M. Rutledge,
Executive Vice President

Pursuant to the requirements of the Securities Act of 1933, as amended, this Amendment to Registration Statement has been signed by the following persons in the capacities and on the dates indicated.

Signature	Title	Date
/s/ BRIAN WEBER* Brian Weber	President and Chief Executive Officer	September 24, 2012
/s/ ROBERT E. GAGNON Robert E. Gagnon	Executive Vice President, Treasurer and Chief Financial and Accounting Officer	September 24, 2012
/s/ ALAN S. MCKIM* Alan S. McKim	Director	September 24, 2012

*By: /s/ JAMES M. RUTLEDGE

James M. Rutledge,
Attorney-in-fact

GUARANTOR REGISTRANTS SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, the undersigned Guarantor Registrants have duly caused this Amendment to Registration Statement to be signed on their behalf by the undersigned, thereunto duly authorized, in the Town of Norwell, Commonwealth of Massachusetts, on September 24, 2012.

Murphy's Waste Oil Service, Inc.

By: /s/ JAMES M. RUTLEDGE

James M. Rutledge,
Executive Vice President

Pursuant to the requirements of the Securities Act of 1933, as amended, this Amendment to Registration Statement has been signed by the following persons in the capacities and on the dates indicated.

Signature	Title	Date
/s/ BRIAN WEBER* Brian Weber	President and Chief Executive Officer	September 24, 2012
/s/ ROBERT E. GAGNON Robert E. Gagnon	Executive Vice President, Treasurer and Chief Financial and Accounting Officer	September 24, 2012
/s/ ERIC W. GERSTENBERG* Eric W. Gerstenberg	Director	September 24, 2012
/s/ JAMES M. RUTLEDGE James M. Rutledge	Director	September 24, 2012

*By: /s/ JAMES M. RUTLEDGE

James M. Rutledge,
Attorney-in-fact

GUARANTOR REGISTRANT SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, the undersigned Guarantor Registrants has duly caused this Amendment to Registration Statement to be signed on their behalf by the undersigned, thereunto duly authorized, in the Town of Norwell, Commonwealth of Massachusetts, on September 24, 2012.

Peak Energy Services USA, Inc.
Sanitherm USA, Inc.

By: /s/ JAMES M. RUTLEDGE

James M. Rutledge,
Executive Vice President

Pursuant to the requirements of the Securities Act of 1933, as amended, this Amendment to Registration Statement has been signed by the following persons in the capacities and on the dates indicated.

Signature	Title	Date
/s/ DAVID M. PARRY* David M. Parry	President and Chief Executive Officer	September 24, 2012
/s/ ROBERT E. GAGNON Robert E. Gagnon	Executive Vice President, Treasurer and Chief Financial and Accounting Officer	September 24, 2012
/s/ DAVID M. PARRY* David M. Parry	Director	September 24, 2012
/s/ JAMES M. RUTLEDGE James M. Rutledge	Director	September 24, 2012

*By: /s/ JAMES M. RUTLEDGE

James M. Rutledge,
Attorney-in-fact

GUARANTOR REGISTRANT SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, the undersigned Guarantor Registrant has duly caused this Amendment to Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the Town of Norwell, Commonwealth of Massachusetts, on September 24, 2012.

Plaquemine Remediation Services, LLC

By: /s/ MICHAEL R. MCDONALD

Michael R. McDonald,
President

Pursuant to the requirements of the Securities Act of 1933, as amended, this Amendment to Registration Statement has been signed by the following person in the capacities and on the dates indicated.

Signature	Title	Date
/s/ MICHAEL R. MCDONALD Michael R. McDonald	President, Treasurer, Secretary and Chief Executive Financial and Accounting Officer	September 24, 2012
/s/ MICHAEL R. MCDONALD Michael R. McDonald	Manager	September 24, 2012

EXHIBIT INDEX

Exhibit No.	Description of Exhibit
3.1A	Restated Articles of Organization of Clean Harbors, Inc. (incorporated by reference to Exhibit 3.1A to the Registrant's Report on Form 8-K filed on May 19, 2005 (File No. 001-34223)).
3.1B	Articles of Amendment [as filed on May 9, 2011] to Restated Articles of Organization of Clean Harbors, Inc. (incorporated by reference to Exhibit 3.1B to the Registrant's Report on Form 8-K filed on May 12, 2011 (File No. 001-34223)).
3.4B	Amended and Restated By-Laws of Clean Harbors, Inc. (incorporated by reference to Exhibit 3.4B to the Registrant's Report on Form 8-K filed on December 6, 2011 (File No. 001-34223)).
3.5*	Certificate of Organization and LLC Agreement of Altair Disposal Services, LLC
3.6*	Certificate of Organization and LLC Agreement of ARC Advanced Reactors and Columns, LLC
3.7*	Certificate of Organization and LLC Agreement of Baton Rouge Disposal, LLC
3.8*	Certificate of Organization and LLC Agreement of Bridgeport Disposal, LLC
3.9*	Certificate of Organization and LLC Agreement of CH International Holdings, LLC
3.10*	Certificate of Incorporation and By-Laws of Clean Harbors (Mexico), Inc.
3.11*	Certificate of Organization and LLC Agreement of Clean Harbors Andover, LLC
3.12*	Certificate of Organization and LLC Agreement of Clean Harbors Antioch, LLC
3.13*	Certificate of Organization and LLC Agreement of Clean Harbors Aragonite, LLC
3.14*	Certificate of Organization and LLC Agreement of Clean Harbors Arizona, LLC
3.15*	Certificate of Organization and LLC Agreement of Clean Harbors Baton Rouge, LLC
3.16*	Certificate of Organization and LLC Agreement of Clean Harbors BDT, LLC
3.17*	Certificate of Organization and LLC Agreement of Clean Harbors Buttonwillow, LLC
3.18*	Certificate of Organization and LLC Agreement of Clean Harbors Catalyst Technologies, LLC
3.19*	Certificate of Organization and LLC Agreement of Clean Harbors Chattanooga, LLC
3.20*	Certificate of Organization and LLC Agreement of Clean Harbors Clive, LLC
3.21*	Certificate of Organization and LLC Agreement of Clean Harbors Coffeyville, LLC
3.22*	Certificate of Organization and LLC Agreement of Clean Harbors Colfax, LLC
3.23*	Certificate of Organization and LLC Agreement of Clean Harbors Deer Park, LLC
3.24*	Certificate of Organization and LLC Agreement of Clean Harbors Deer Trail, LLC
3.25*	Certificate of Organization and LLC Agreement of Clean Harbors Development, LLC
3.26*	Certificate of Incorporation and By-Laws of Clean Harbors Disposal Services, Inc.
3.27*	Certificate of Organization and LLC Agreement of Clean Harbors El Dorado, LLC
3.28*	Articles of Incorporation and By-Laws of Clean Harbors Environmental Services, Inc.
3.29*	Certificate of Incorporation and By-Laws of Clean Harbors Exploration Services, Inc.
3.30*	Certificate of Organization and LLC Agreement of Clean Harbors Florida, LLC

Exhibit No.	Description of Exhibit
3.31*	Certificate of Organization and LLC Agreement of Clean Harbors Grassy Mountain, LLC
3.32*	Certificate of Incorporation and By-Laws of Clean Harbors Industrial Services, Inc.
3.33*	Certificate of Organization and LLC Agreement of Clean Harbors Kansas, LLC
3.34*	Articles of Incorporation and By-Laws of Clean Harbors Kingston Facility Corporation
3.35*	Certificate of Organization and LLC Agreement of Clean Harbors LaPorte, LLC
3.36*	Certificate of Organization and LLC Agreement of Clean Harbors Laurel, LLC
3.37*	Certificate of Organization and LLC Agreement of Clean Harbors Lone Mountain, LLC
3.38*	Certificate of Incorporation and By-Laws of Clean Harbors Lone Star Corp.
3.39*	Certificate of Organization and LLC Agreement of Clean Harbors Los Angeles, LLC
3.40*	Certificate of Incorporation and By-Laws of Clean Harbors of Baltimore, Inc.
3.41*	Articles of Incorporation and By-Laws of Clean Harbors of Braintree, Inc.
3.42*	Certificate of Incorporation and By-Laws of Clean Harbors of Connecticut, Inc.
3.43*	Certificate of Organization and LLC Agreement of Clean Harbors Pecatonica, LLC
3.44*	Certificate of Organization and LLC Agreement of Clean Harbors PPM, LLC
3.45*	Certificate of Organization and LLC Agreement of Clean Harbors Recycling Services of Chicago, LLC
3.46*	Certificate of Organization and LLC Agreement of Clean Harbors Recycling Services of Ohio, LLC
3.47*	Certificate of Organization and LLC Agreement of Clean Harbors Reidsville, LLC
3.48*	Certificate of Organization and LLC Agreement of Clean Harbors San Jose, LLC
3.49*	Articles of Incorporation and By-Laws of Clean Harbors Services, Inc.
3.50*	Certificate of Organization and LLC Agreement of Clean Harbors Tennessee, LLC
3.51*	Certificate of Organization and LLC Agreement of Clean Harbors Westmorland, LLC
3.52*	Certificate of Organization and LLC Agreement of Clean Harbors White Castle, LLC
3.53*	Certificate of Organization and LLC Agreement of Clean Harbors Wilmington, LLC
3.54*	Certificate of Organization and LLC Agreement of Crowley Disposal, LLC
3.55*	Certificate of Organization and LLC Agreement of Disposal Properties, LLC
3.56*	Certificate of Incorporation and By-Laws of DuraTherm, Inc.
3.57*	Certificate of Organization and LLC Agreement of GSX Disposal, LLC
3.58*	Certificate of Organization and LLC Agreement of Hilliard Disposal, LLC
3.59*	Articles of Incorporation and By-Laws of Murphy's Waste Oil Service, Inc.
3.60*	Certificate of Incorporation and By-Laws of Peak Energy Services USA, Inc.
3.61*	Certificate of Organization and LLC Agreement of Plaquemine Remediation Services, LLC
3.62*	Certificate of Organization and LLC Agreement of Roebuck Disposal, LLC
3.63*	Certificate of Incorporation and By-Laws of Sanitherm USA, Inc.

Exhibit No.	Description of Exhibit
3.65*	Certificate of Organization and LLC Agreement of Service Chemical, LLC
3.66*	Certificate of Incorporation and By-Laws of Spring Grove Resource Recovery, Inc.
3.67*	Certificate of Organization and LLC Agreement of Tulsa Disposal, LLC
4.1	Indenture dated as of July 30, 2012, by and among Clean Harbors, Inc., the Guarantors named therein and U.S. Bank National Association, as Trustee and, relating to the 5.25% Senior Notes due 2020, including the form of 5.25% Senior Note due 2010 (incorporated by reference to Exhibit 4.40 to the Registrant's Report on Form 8-K filed on July 30, 2012 due 2010 (File No. 001-34223)).
4.2	Registration Rights Agreement dated July 30, 2012 between Clean Harbors, Inc., the domestic subsidiaries of Clean Harbors, Inc. as guarantors, and Goldman Sachs & Co. (incorporated by reference to Exhibit 4.41 to the Registrant's Report on Form 8-K filed on July 30, 2012 (File No. 001-34223)).
4.3	Third Amended and Restated Credit Agreement dated as of May 31, 2011 among Clean Harbors, Inc., as the U.S. Borrower, Clean Harbors Industrial Services Canada, Inc., as the Canadian Borrower, Bank of America, N.A., as Administrative Agent, and the Lenders party thereto (incorporated by reference to Exhibit 4.33E, to the Registrant's Report on Form 8-K filed on June 3, 2011 (File No. 001-34223)).
4.4	Guarantee (U.S. Domiciled Loan Parties—U.S. Facility Obligations) dated as of May 31, 2011 executed by the U.S. Domiciled Subsidiaries of Clean Harbors, Inc. named therein in favor of Bank of America, N.A., as Agent for itself and the other U.S. Facility Secured Parties (incorporated by reference to Exhibit 4.33F to the Registrant's Report on Form 8-K filed on June 3, 2011 (File No. 001-34223)).
4.5	Guarantee (Canadian Domiciled Loan Parties—Canadian Facility Obligations) dated as of May 31, 2011 executed by the Canadian Domiciled Subsidiaries of Clean Harbors, Inc. named therein in favor of Bank of America, N.A., as Agent for itself and the other Canadian Facility Secured Parties (incorporated by reference to Exhibit 4.33G to the Registrant's Report on Form 8-K filed on June 3, 2011 (File No. 001-34223)).
4.6	Guarantee (U.S. Domiciled Loan Parties—Canadian Facility Obligations) dated as of May 31, 2011 executed by Clean Harbors, Inc. and the U.S. Domiciled Subsidiaries of Clean Harbors, Inc. named therein in favor of Bank of America, N.A., as Agent for itself and the other Canadian Facility Secured Parties (incorporated by reference to Exhibit 4.33H to the Registrant's Report on Form 8-K filed on June 3, 2011 (File No. 001-34223)).
4.7	Security Agreement (U.S. Domiciled Loan Parties) dated as of May 31, 2011 among Clean Harbors, Inc., as the U.S. Borrower and a Grantor, the subsidiaries of Clean Harbors, Inc. listed on Annex A thereto or that thereafter become a party thereto as Grantors, and Bank of America, N.A., as Agent (incorporated by reference to Exhibit 4.33I to the Registrant's Report on Form 8-K filed on June 3, 2011 (File No. 001-34223)).
4.7A*	First Amendment to Security Agreement (U.S. Domiciled Loan Parties) dated as of September 12, 2012 among Clean Harbors, Inc., as the U.S. Borrower, the subsidiaries of Clean Harbors, Inc. listed on Annex A thereto or that thereafter become a party thereto as Grantors, and Bank of America, N.A., as Agent.

Exhibit No.	Description of Exhibit
4.8	Security Agreement (Canadian Domiciled Loan Parties) dated as of May 31, 2011 among Clean Harbors Industrial Services Canada, Inc., as the Canadian Borrower and a Grantor, the Canadian subsidiaries of Clean Harbors, Inc. listed on Annex A thereto or that thereafter become a party thereto as Grantors, and Bank of America, N.A., as Agent (incorporated by reference to Exhibit 4.33J to the Registrant's Report on Form 8-K filed on June 3, 2011 (File No. 001-34223)).
5.1*	Opinion of Davis, Malm & D'Agostine, P.C.
12.1**	Statement regarding computation of ratio of earnings to fixed charges.
21.1**	Subsidiaries of the Registrant.
23.1*	Consent of Deloitte & Touche LLP.
23.2*	Consent of Davis, Malm & D'Agostine, P.C. (included in Exhibit 5.1).
24**	Powers of Attorney.
25.1**	Statement of Eligibility and Qualification under the Trust Indenture Act of 1939 of U.S. Bank National Association, as Trustee, on Form T-1, relating to the Registrant's 5.25% Senior Notes due 2020.
99.1**	Form of Letter of Transmittal.
99.2**	Form of Notice of Guaranteed Delivery.
99.3**	Form of Letter to Registered Holders and DTC Participants.
99.4**	Form of Letter to Clients.
99.5**	Form of Guidelines for Certification of Taxpayer Identification Number on Substitute Form W-9.

* Filed with this Amendment.

** Previously filed under this Registration Statement.

Exhibit 3.5

Altair Disposal Services, LLC

CERTIFICATE OF FORMATION

Pursuant to the provisions of Section 18-201 of the Limited Liability Company Act of the State of Delaware (the "Act"), the undersigned, being duly authorized, hereby certifies and states as follows:

1. Name of the Limited Liability Company. The name of the limited liability company formed hereby is Altair Disposal Services, LLC (the "LLC").

2. Registered Agent and Office of the LLC. The name of the registered agent of the LLC in the State of Delaware is Capitol Corporate Services, Inc. and the registered office address of the registered agent for the purposes of Section 18-104 of the Act is 32 Loockerman Square, Suite 109, Dover, Kent County, Delaware 19901.

IN WITNESS WHEREOF, the undersigned hereby affirms that the facts stated herein are true, this 30th day of April, 2002.

/s/ C. Michael Malm

C. Michael Malm, Authorized Person

ALTAIR DISPOSAL SERVICES, LLC

LIMITED LIABILITY COMPANY AGREEMENT

LIMITED LIABILITY COMPANY AGREEMENT effective as of May 1, 2002, by and among Eric W. Gerstenberg, Gene A. Cookson, Stephen H. Moynihan, Roger A. Koenecke, Carl Paschetag, and William J. Geary, as Managers; and Clean Harbors Disposal Services, Inc., a Delaware corporation, as the sole Member. Certain capitalized terms used herein have the respective meanings set forth in Section 14.01 hereof.

ARTICLE I
CAPITAL CORPORATE SERVICES, INC.,
ORGANIZATION

SECTION 1.01 **Formation of the Company.** Altair Disposal Services, LLC (the "Company") has been formed as a limited liability company under the Delaware Limited Liability Company Act *(6 Del. C § 18-101, et seq.)*, as amended from time to time (the "Delaware Act"), through the filing of the Certificate with the Delaware Secretary of State on the effective date of this Agreement. The parties hereto agree to conduct the business of the Company in accordance with the provisions of the Act and of this Agreement.

SECTION 1.02 **Name, Registered Office, and Maintenance of Books and Records.** The name of the Company is "Altair Disposal Services, LLC." The initial address of the Company's registered office in Delaware is 32 Lookerman Square, Suite 109, Dover, Dent County, Delaware 19901, and its initial agent at such address for service of process is Capitol Corporate Services, Inc. The Company's books and records shall be maintained at c/o Clean Harbors, Inc., 1501 Washington Street, Braintree, Massachusetts 02184. A Majority of the Managers may change the location at which the Company's books and records shall be maintained to such other location within the United States as such Managers may determine at any time, upon written notice to the Member stating such new location. A Majority of the Managers may also change the Company's registered agent from time to time in their sole discretion.

SECTION 1.03 **Purposes.** The purposes and objectives of the Company are to own, lease, manage and/or operate a licensed hazardous waste facility, to provide environmental services, and to engage in any other lawful activities allowed to be conducted by a limited liability company.

SECTION 1.04 **Powers.** Subject to the terms of this Agreement, and consistent with the purposes stated in Section 1.03 hereof, the Company shall have the following powers: (i) to enter into all agreements and engage in all activities and transactions necessary or advisable to carry out the Company's purposes; and (ii) to have all other powers available to it as a limited liability company organized under the laws of the State of Delaware. Without limitation of the foregoing, the Company shall have the powers: to acquire and dispose of assets and other property; to act as a general partner, limited partner, manager and/or member of any other Person; negotiate, enter into, and modify agreements including, without limitation, partnership

agreements, limited liability company agreements, and leases or subleases of any real estate or personal property; to incur obligations for and in connection with its business; to borrow money and provide guarantees for the obligations of other Persons and, if required by any lender, as security therefor to mortgage, pledge and grant security interests in all or any part of the assets and other property owned by the Company; to repay, in whole or in part, refinance, consolidate, recast, increase, modify or extend any loans which may affect any of the assets and other property owned by the Company; and to execute any and all other documents and instruments and exercise all powers necessary or appropriate to carry out the business of the Company.

ARTICLE II

CONDUCT AND MANAGEMENT OF THE LLC

SECTION 2.01 Managers. Except as otherwise provided in this Agreement for actions which require or permit approval by the sole Member, the business of the Company shall be under the control of the Managers. The names and current addresses of the initial Managers are as described in Schedule A hereto. One or more substitute or additional Managers may be elected at any time in the future by the sole Member. Each of the original Managers and any such substitute or additional Managers shall serve as a Manager until either (i) his voluntary resignation as a Manager, or (ii) his removal as a Manager with or without cause at any time by a Majority of the Managers or the sole Member. The Managers shall not be required to make any Capital Contributions to the Company.

SECTION 2.02 Officers.

(a) In order to facilitate the day-to-day operation of the Company's business, the Company shall have the following Officers: a President, Senior Vice Presidents, a Treasurer and a Secretary, and any such additional Officers as a Majority of the Managers may from time to time deem appropriate. The President shall be a Manager, but none of the other Officers need be a Manager. Unless otherwise determined from time to time by a Majority of the Managers or by the sole Member, Eric W. Gerstenberg shall be the President, Steven H. Moynihan shall be a Senior Vice President and an Assistant Treasurer, Roger Koenecke shall be a Senior Vice President, Carl Paschetag shall be the Treasurer, William J. Geary shall be a Vice President and the Assistant Secretary, and C. Michael Malm shall be Secretary. Unless otherwise determined from time to time by a Majority of the Managers or the sole Member, the President shall be the chief executive officer of the LLC, the Treasurer shall be responsible for maintaining the funds and financial books and records of the LLC, and the Secretary shall be responsible for maintaining the records of actions (whether by written consent or meeting) of the Managers and of the sole Member and the other non-financial records of the LLC. Each of the Officers of the LLC may be removed (and his successors elected) at any time by a Majority of the Managers or the sole Member.

(b) Except as may otherwise be determined from time to time by a Majority of the Managers or the sole Member, the Managers hereby delegate to the President and any Senior Vice President then in office full authority to act on behalf of the LLC. Except as may otherwise be determined from time to time by a Majority of the Managers or the sole Member, each of the President and Senior Vice Presidents shall have, without further approval or consent of any of

the other Managers or the sole Member, full authority: to acquire and dispose of assets and other property on behalf of the LLC; to negotiate, enter into, execute or modify agreements on behalf of the LLC including, without limitation, partnership agreements, limited liability company agreements, and leases or subleases of any real estate or personal property; to incur obligations for and on behalf of the LLC for and in connection with its business; to borrow money and provide guarantees for the obligations of other Persons and, if required by any lender, as security therefor to mortgage, pledge and grant security interests in all or any part of the assets and other property owned by the Company; to repay, in whole or in part, refinance, consolidate, recast, increase, modify or extend any loans which may affect any of the assets and other property owned by the Company; and to execute any and all other documents and instruments and exercise all powers necessary or appropriate to carry out the business of the Company.

SECTION 2.03 Authorization.

(a) Every contract, agreement, and other instrument executed on behalf of the Company by any Manager, the President or any Senior Vice President, or by another Officer of the Company, if such execution is authorized by a Majority of the Managers, shall be conclusive evidence in favor of every person or entity relying thereon or claiming thereunder that at the time of the delivery thereof (i) the Company was in existence, (ii) this Agreement had not been terminated or canceled or amended in any manner so as to restrict such authority (except as shown in the Certificate or other instrument duly filed with the Secretary of State of the State of Delaware), and (iii) the execution and delivery of such instrument were duly authorized by the Managers and/or the sole Member to the extent required.

(b) Any person or entity dealing with the Company may always rely on a certificate signed by any Manager, the President, any Senior Vice President, the Secretary or an Assistant Secretary:

(i) as to who are the Managers, the Officers or the Member of the Company,

(ii) as to the existence or nonexistence of any fact or facts which (A) constitute conditions precedent to acts by the Company, or (B) are in any other manner germane to the affairs of the Company,

(iii) as to who is authorized to execute and deliver any instrument or document on behalf of the Company,

(iv) as to the authenticity of any copy of this Agreement and amendments thereto, or

(v) as to any act or failure to act by the Company, or as to any other matter whatsoever involving the Company or any Manager or Officer or Member of the Company.

SECTION 2.04 Actions by Managers or the Sole Member. Approval of any action by the Company which under the terms of this Agreement requires approval by a Majority of the Managers may be granted either by a written consent signed by a Majority of the Managers or by an affirmative vote of a Majority of the Managers at a meeting held for such purpose either with or without prior notice. Any Manager may participate in any such meeting by telephone if all

Managers participating in any such meeting shall be able to hear the other participating Managers. The participation of a Majority of the Managers shall constitute a quorum for all purposes. If any action is approved by a Majority of the Managers but any Manager shall not sign any written consent by which, or shall not participate in any meeting at which, such approval was granted, the Secretary of the Company shall promptly provide to such Manager following the date of such written consent or meeting a copy of such written consent or minutes of such meeting. Any action taken by the sole Member under the terms of this Agreement shall be by written consent of the sole Member.

SECTION 2.05 **Duty of Care.** The sole Member acknowledges that decisions concerning the Company's activities will involve the exercise of judgment and a risk of loss. The Managers, the Officers and their Affiliates shall not be liable to the Company or the Member for any loss suffered by the Company or the Member which arises out of any action or omission of a Manager, an Officer or any Affiliate of a Manager or an Officer, provided that (i) such Manager, Officer or Affiliate determined, in good faith, that such course of conduct was in, or not opposed to, the best interest of the Company or was otherwise permitted by this Agreement, and (ii) such course of conduct did not constitute gross negligence or willful malfeasance, a material breach of this Agreement, or an intentional violation of federal or state law by such Manager, Officer or Affiliate. The Managers, the Officers, and their Affiliates shall not be liable for the negligence, whether of omission or commission, dishonesty or bad faith of any employee, broker or other agent of the Company selected by the Managers or the Officers with reasonable care. Furthermore, the Managers, the Officers, and their Affiliates shall be entitled to indemnification by the Company to the extent provided in Article X hereof.

ARTICLE III

MEMBER

SECTION 3.01 **Name, Address, and Capital Contribution**. The name and current address of the sole Member are as described in Schedule A hereto. On and after the date of this Agreement, the Member shall make to the Company either in cash or in other tangible or intangible property such Capital Contributions as shall be determined by the Member. The Treasurer shall record the Member's Capital Contributions on the financial records of the Company.

SECTION 3.02 **Limited Liability.** In accordance with the Delaware Act, the liability of the Member to the Company and its creditors shall be limited to (i) any unpaid Capital Contribution which the Member has agreed to make to the Company; (ii) the amount of any distribution previously received from the Company which the Member may be required to return to the Company pursuant to Section 18-607(b) of the Delaware Act; and (iii) the unpaid balance of any other payments (if any) that the Member expressly is required, pursuant to this Agreement, to make to the Company.

SECTION 3.03 **No Control of Company**. Except as otherwise provided in this Agreement, the Member, in its capacity as such, shall not take part in the management or control of the affairs of the Company, or undertake any transactions on behalf of the Company, or have any power to sign for or otherwise to bind the Company.

SECTION 3.04 **Dissolution, Liquidation or Bankruptcy.** The dissolution, liquidation or bankruptcy of the Member shall not result in the termination of the Company, but the rights of the Member under this Agreement shall accrue to the Member's successors, estate or legal representatives. Except as expressly provided in this Agreement, no other event affecting the Member (including but not limited to insolvency) shall affect this Agreement.

ARTICLE IV

EXPENSES AND COMPENSATION

SECTION 4.01 **No Management Fee.** The Company shall not be obligated to pay to the Managers (or any Affiliate of the Managers) any management fee or similar compensation. However, the Managers shall be entitled to receive compensation from the Member and its Affiliates in the Managers' respective capacities as officers and employees of the Member and its Affiliates.

SECTION 4.02 **Expenses.** The Company shall be responsible for the payment from its own funds of all of the Company's expenses.

ARTICLE V

DISTRIBUTIONS

SECTION 5.01 **Amount, Timing and Form.** The Managers shall determine in their discretion the amount, timing and form of all distributions of Distributable Cash to be made by the Company to the sole Member.

ARTICLE VI

TAX ALLOCATIONS

SECTION 6.01 **Allocations of Net Profit or Net Loss.** As described in Articles II, III and V above, the sole Member shall be responsible for all Capital Contributions to the Company, and the Company shall make all distributions to the Member. All distributions of Net Profit or Net Loss by the Company will accordingly be made to the Member. The Company shall therefore be treated for U.S. federal income tax purposes as a "disregarded entity" of which all of the beneficial interests are held by the sole Member.

ARTICLE VII

DURATION OF THE COMPANY

SECTION 7.01 **Term of Company.** The term of the Company commenced on the filing of the Certificate with the Delaware Secretary of State and shall continue until the date on which the Company is dissolved as provided in Sections 7.02 or 7.03 or by operation of law.

SECTION 7.02 **Dissolution Upon Sale of Assets**. The Company shall be dissolved in the event of the sale or distribution by the Company of all or substantially all of the assets of the Company.

SECTION 7.03 **Dissolution by Written Consent of Member.** The sole Member may dissolve the Company at any time by written consent executed by the Member and a copy of which shall be provided to the Managers.

ARTICLE VIII

LIQUIDATION OF THE COMPANY

SECTION 8.01 **General Provisions.** Following the dissolution of the Company in accordance with Article VII hereof, the Company's assets shall be liquidated in an orderly manner. The Managers (or, at the Managers' election, another Person selected by a Majority of the Managers) shall be the liquidator to wind up the affairs of the Company pursuant to this Agreement.

SECTION 8.02 **Liquidating Distributions.** The liquidator shall pay or provide for the satisfaction of the Company's liabilities and obligations to creditors. Any Net Profit or Net Loss realized in connection with the liquidation of the Company shall be allocated to the Member pursuant to Article VI hereof, and the remaining assets of the Company shall then be distributed to the Member. In performing its duties, the liquidator is authorized to sell, exchange or otherwise dispose of the assets of the Company in such reasonable manner as the liquidator shall determine to be in the best interest of the Company and the Member.

SECTION 8.03 **Expenses of Liquidator.** The expenses incurred by the liquidator in connection with winding up the Company, and all other losses or liabilities of the Company incurred in accordance with the terms of this Agreement, shall be borne by the Company.

SECTION 8.04 **Duration of Liquidation.** A reasonable time shall be allowed for the winding up of the affairs of the Company in order to minimize any losses otherwise associated with such a winding up.

SECTION 8.05 **Duty of Care.** The liquidator shall not be liable to the Company or the Member for any loss attributable to any act or omission of the liquidator in good faith and in a manner such liquidator reasonably believed to be in, or not opposed to, the best interests of the Company in connection with the liquidation of the Company and distribution of its assets and provided that such act or omission did not constitute gross negligence, willful misconduct or a material breach of this Agreement. The liquidator may consult with counsel, investment banking firms, consultants and accountants with respect to liquidating the Company and distributing its assets and may act or omit to act in accordance with the advice of such counsel, investment banking firms, consultants or accountants, provided they shall have been selected with reasonable care.

SECTION 8.06 **No Liability for Return of Capital.** The liquidator(s), the Managers and their respective officers, directors, agents and Affiliates shall not be personally liable for the return of the Capital Contribution of the Member to the Company.

ARTICLE IX

TRANSFER OF INTERESTS

SECTION 9.01 Limitation on Transfer of Rights and Obligations of Managers. The Managers shall not assign, pledge, mortgage, hypothecate, sell or otherwise dispose of or encumber all or any part of their rights or obligations under this Agreement without the prior written consent of the Member.

SECTION 9.02 Transfer of Member Interests. Except as may otherwise be required to comply with applicable federal and state laws, the sole Member shall have the right to transfer all or any part of its interests in the Company by delivery to the Company of an assignment in writing duly executed by the Member.

ARTICLE X

INDEMNIFICATION

SECTION 10.01 General Provisions.

(a) Subject to the limitations set forth below in this Article X, each of the Managers, the Officers, the Affiliates of the Managers and the Officers, and the liquidator (if any), (each such Person being referred to hereafter as an "Indemnitee"), shall be indemnified by the Company (but only out of Company assets, including the proceeds of liability insurance) against any claim, demand, controversy, dispute, cost, loss, damage, expense (including attorneys' fees), judgment and/or liability incurred by or imposed upon the Indemnitee in connection with any action, suit or proceeding (including any proceeding before any administrative or legislative body or agency), to which the Indemnitee shall become a party or shall be threatened to become a party, by reason of the Indemnitee's being at the time the cause of action arose or thereafter, a Manager, an Officer, an Affiliate of a Manager or an Officer,, a liquidator (if any), or a director, officer, member, partner, employee, consultant or other agent of any other organization in which the Company owns an interest, which other organization the Indemnitee serves or has served as director, officer, manager, member, partner, employee, consultant or other agent at the request of the Company (whether or not the Indemnitee continues to serve in such capacity at the time such action, suit or proceeding is brought or threatened). Each Indemnitee may be entitled to such indemnification notwithstanding that the Company has sold, assigned, distributed or otherwise transferred its investment in such other organization prior to the time that such action, suit or proceeding is brought or threatened.

(b) The Indemnitee shall not be indemnified with respect to matters as to which the Indemnitee shall have been finally adjudicated in any such action, suit or proceeding (i) not to have acted in good faith and in the reasonable belief that the Indemnitee's action was in accordance with such Person's obligations to the Company or to have acted with gross negligence or a willful disregard of his duties, or in breach of his fiduciary obligations, or (ii) with respect to any criminal action or proceeding, not to have had cause to believe beyond any reasonable doubt the Indemnitee's conduct was criminal. In the event of settlement of any action, suit or proceeding brought or threatened, the indemnification provided for in this Article X shall

apply to all matters covered by the settlement except for matters as to which the Company is advised by counsel (who may be counsel regularly retained to represent the Company) that the Person seeking indemnification, in the opinion of such counsel, did not act in good faith or acted with gross negligence or a willful disregard of such Person's duties, or in breach of such Person's fiduciary obligations, or, with respect to any criminal action or proceeding, that the Person seeking indemnification had reasonable cause to believe such Person's conduct was criminal.

(c) The right of indemnification provided for in this Article X shall be in addition to any rights to which any Indemnitee may otherwise be entitled and shall inure to the benefit of the executors, administrators, personal representatives, successors or assigns of each such Indemnitee. Such Indemnitee shall first use reasonable efforts to pursue other readily available sources of indemnification before pursuing a claim for indemnification against the Company under this Article X.

SECTION 10.02 Advance Payment of Expenses. The Company shall pay the expenses incurred by an Indemnitee in defending a civil or criminal action, suit or proceeding, or in opposing any claim arising in connection with any potential or threatened civil or criminal action, suit or proceeding, in advance of the final disposition of such action, suit or proceeding, upon receipt of an undertaking by such Indemnitee satisfactory to the Managers to repay such payment if he shall be determined to be not entitled to indemnification therefor as provided herein; provided, however, that in such instance the Indemnitee is not commencing an action, suit, or proceeding against the Company, or defending an action, suit or proceeding commenced against the Indemnitee by the Company, or opposing a claim by the Company arising in connection with any such potential or threatened action, suit or proceeding.

SECTION 10.03 Insurance. At its election, the Managers may cause the Company to purchase and maintain insurance, at the expense of the Company and to the extent available, for the protection of the Managers, the Officers, the Affiliates of the Managers and the Officers, any liquidator, and the directors, officers, employees, consultants or other agents of any such Person, against any liability incurred by any such Person in any such capacity or arising out of his status as such, whether or not the Company has the power to indemnify such Person against such liability. The Managers may also cause the Company to purchase and maintain insurance for the protection of any officer, director, employee, consultant or other agent of any other organization in which the Company owns an interest or of which the Company is a creditor against similar liabilities, whether or not the Company has the power to indemnify any such Person against such liabilities.

ARTICLE XI

ACCOUNTING; RECORDS AND REPORTS

SECTION 11.01 Fiscal Year. The fiscal year of the Company shall be the calendar year, or such other year as required by the Code.

SECTION 11.02 Keeping of Accounts and Records. At all times the Managers shall cause to be kept proper and complete books of account, in which shall be entered fully and

accurately the transactions of the Company. Such books of account, together with (i) an executed copy of this Agreement (and any amendments hereto); (ii) the Certificate of the Company (and any amendments thereto); (iii) executed copies of any powers of attorney pursuant to which any of the aforesaid documents has been executed; and (iv) financial statements of the Company for each of the prior three years, shall at all times be maintained at the location specified in Section 1.02 hereof.

SECTION 11.03 **Inspection Rights.** Until the liquidation of the Company has been completed, the Member may examine the Company's books, records, accounts and assets, including bank balances, and may make, or cause to be made, any audit thereof at the Company's expense.

SECTION 11.04 **Reports.** The Managers shall prepare and transmit to the Member at the Company's expense such financial and other reports as shall be determined from time to time by the Member.

ARTICLE XII

WAIVER AND AMENDMENT

SECTION 12.01 **Waiver and Amendment.** Except for any waiver or amendment of the provisions of Sections 2.5 and 10.01 through 10.03 hereof which would adversely affect any Manager (or any Affiliate of a Manager), the terms and provisions of this Agreement may be waived, modified, terminated or amended at any time by the sole Member. The sole Member shall not waive or amend any provision of Sections 2.05 or 10.01 through 10.03 hereof in such a manner as would adversely affect any Manager (or any Affiliate of a Manager) without the written consent of such Manager.

ARTICLE XIII

GENERAL PROVISIONS

SECTION 13.01 **Notices.** Except where otherwise specifically provided in this Agreement, all notices, requests, consents, approvals and statements shall be in writing and shall be deemed to have been properly given by (i) personal delivery, (ii) first class mail, postage prepaid, (iii) electronic facsimile transmission, or (iv) courier service, addressed in each case: if to the Company, at the address where the Company's books and records are maintained as specified in Section 1.02 hereof; if to a Manager, at such Manager's address set forth in Schedule A; and if to the Member, to the Member's address set forth in Schedule A, or, in each case, to such other address or addresses (and/or by e-mail or other manner of delivery) as the addressee may have specified by written notice as aforesaid.

SECTION 13.02 **Binding on Successors**. This Agreement shall be binding upon and inure to the benefit of the respective heirs, successors, assigns and legal representatives of the parties hereto.

SECTION 13.03 **Counterparts.** This Agreement or any amendment hereto may be signed in any number of counterparts, each of which shall be an original, but all of which taken together shall constitute one agreement (or amendment, as the case may be).

SECTION 13.04 **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware.

SECTION 13.05 **Construction.** Whenever the content of this Agreement permits, the masculine gender shall include the feminine and neuter genders, and reference to singular or plural shall be interchangeable with the other. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the other provisions, and this Agreement shall be construed and reformed in all respects as if any such invalid or unenforceable provision(s) were omitted in order to give effect to the intent and purposes of this Agreement. References in this Agreement to particular sections of the Code or the Delaware Act shall be deemed to refer to such sections or provisions of the Code or the Delaware Act (or any successor legislation) as they may be amended after the date of this Agreement.

ARTICLE XIV

CERTAIN DEFINITIONS

SECTION 14.01 **Certain Definitions**. For purposes of this Agreement, the following terms have the respective meanings set forth below:

"Affiliate " means, with respect to the Person to which it refers, a Person that either (i) directly or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with, such Person or (ii) is the successor or assign to such Person.

"Agreement" means this Limited Liability Company Agreement, as it may be subsequently amended or restated in accordance with its terms.

"Capital Contribution " means the aggregate amount of cash or other property contributed by the Member to the Company pursuant to this Agreement.

"Certificate " means the certificate of formation of the Company and any amendments or restatements thereof as filed with the Delaware Secretary of State under the Delaware Act.

"Code " means the United States Internal Revenue Code of 1986 and the rules and regulations promulgated thereunder, as amended from time to time, or any successor statute thereto.

"Delaware Act" means the Delaware Limited Liability Company Act, as amended from time to time.

"Distributable Cash " means all cash of the Company that the Managers determine is available for distribution to the Member after the payment or provision for payment by the Company of all expenses incurred by the Company and in collecting any amounts then owed to the Company and so

attributable.

“Indemnitee “ shall have the meaning set forth in Section 10.01.

“Majority of the Managers” means (i) at least four of the Managers if there are then six Managers, (ii) at least three of the Managers if there are then five or four Managers, (iii) at least two of the Managers if there are then three Managers, and (ii) both of the Managers if there are then only two Managers.

“Manager” means each of the Persons then serving as a Manager of the Company in accordance to Section 2.01 hereof, in his capacity as a Manager of the LLC.

“Member” means Clean Harbors Disposal Services, Inc., a Delaware corporation.

“Net Profit” or “Net Loss “ means, with respect to any fiscal year, the sum of the Company’s: (a) net profit or loss as determined in accordance with the Code and the Regulations thereunder, and (b) any income exempt from federal income tax, after deduction of all expenses properly chargeable to the Company for such fiscal year (whether deductible or non-deductible and whether described in Section 705(a)(2)(B) of the Code, treated as so described pursuant to Treasury Regulations Section 1.704-1(b)(2)(iv)(i), or otherwise). For this purpose, Net Profit or Net Loss shall be determined in accordance with tax accounting principles rather than generally accepted accounting principles, and any expenses required to be capitalized and included in the Company’s adjusted tax basis in any asset or which reduce the amount realized by the Company on the disposition of any asset shall be disregarded.

“Officers” means the President, the Senior Vice President, the Treasurer, the Secretary, and any such other officers of the Company as shall be elected by a Majority of the Managers or the sole Member in accordance with Section 2.02(a) hereof.

“Person “ means any individual, general partnership, limited partnership, limited liability company, corporation, joint venture, trust, business trust, cooperative or association and the heirs, executors, administrators, legal representative, successors and assigns of such Person where the context so admits.

“Treasury Regulations” mean the Regulations promulgated by the United States Department of the Treasury under the Code, as amended.

IN WITNESS WHEREOF, the undersigned have executed this Limited Liability Company Agreement as of the effective date first above written.

MANAGERS:

/s/ Eric W. Gerstenberg
Eric W. Gerstenberg

/s/ Gene A. Cookson
Gene A. Cookson

/s/ Stephen H. Moynihan
Stephen H. Moynihan

/s/ Roger A. Koenecke
Roger A. Koenecke

/s/ Carl Paschetag
Carl Paschetag

/s/ William J. Geary
William J. Geary

MEMBER:

CLEAN HARBORS DISPOSAL SERVICES, INC.

By: /s/ Stephen H. Moynihan
Stephen H. Moynihan
Senior Vice President

ALTAIR DISPOSAL SERVICES, LLC

SCHEDULE A

Name and Address

Managers:

Eric W. Gerstenberg
c/o Clean Harbors, Inc.
1501 Washington Street
Braintree, MA 02184

Gene A. Cookson
c/o Clean Harbors, Inc.
1501 Washington Street
Braintree, MA 02184

Stephen H. Moynihan
c/o Clean Harbors, Inc.
1501 Washington Street
Braintree, MA 02184

Roger A. Koenecke
c/o Clean Harbors, Inc.
1501 Washington Street
Braintree, MA 02184

Carl Paschetag
c/o Clean Harbors, Inc.
1501 Washington Street
Braintree, MA 02184

William J. Geary
c/o Clean Harbors, Inc.
1501 Washington Street
Braintree, MA 02184

Sole Member:

Clean Harbors Disposal Services, Inc.
1501 Washington Street
Braintree, MA 02184

Exhibit 3.6

ARC Advanced Reactors and Columns, LLC

CERTIFICATE OF FORMATION

Pursuant to the provisions of Section 18-201 of the Limited Liability Company Act of the State of Delaware (the “Act”), the undersigned, being duly authorized, hereby certifies and states as follows:

1. Name of the Limited Liability Company. The name of the limited liability company formed hereby is ARC Advanced Reactors and Columns, LLC (the “Company”).

2. Registered Agent and Office of the Company. The name of the registered agent of the Company in the State of Delaware is The Corporation Trust Company and the registered office address of the registered agent for the purposes of Section 18-104 of the Act is 1209 Orange Street, Wilmington, County of New Castle, Delaware 19801.

IN WITNESS WHEREOF, the undersigned hereby affirms that the facts stated herein are true, this 29th day of December, 2009.

/s/ C. Michael Malm

C. Michael Malm, *an Authorized Person*

ARC ADVANCED REACTORS AND COLUMNS, LLC

LIMITED LIABILITY COMPANY AGREEMENT

LIMITED LIABILITY COMPANY AGREEMENT made this December 29, 2009 and effective as of the Effective Date, by and among **Wally Dumont** and **James M. Rutledge,** as Managers; and **Clean Harbors Catalyst Technologies, LLC**, a Delaware limited liability company, as the sole Initial Member. Certain capitalized terms used herein have the respective meanings set forth in Section 14.01 hereof.

ARTICLE I
ORGANIZATION

SECTION 1.01 Formation of the Company. ARC Advanced Reactors and Columns, LLC (the "Company") is formed as a limited liability company under the Delaware Limited Liability Company Act *(6 Del. C § 18-101, et seq.)*, as amended from time to time (the "Delaware Act"), through the filing of the Certificate with the Delaware Secretary of State on the Effective Date of this Agreement. The parties hereto agree to conduct the business of the Company in accordance with the provisions of the Delaware Act and of this Agreement.

SECTION 1.02 Name, Registered Office, and Maintenance of Books and Records. The name of the Company is "ARC Advanced Reactors and Columns, LLC." The initial address of the Company's registered office in Delaware is Corporation Trust Center, 1209 Orange Street, Wilmington, Newcastle County, Delaware 19801, and its initial agent at such address for service of process is The Corporation Trust Company. The Company's books and records shall be maintained at c/o Davis, Malm & D'Agostine, P.C., One Boston Place, 37th Floor, Boston, Massachusetts 02108. A Majority of the Managers may change the location at which the Company's books and records shall be maintained to such other location within the United States as such Managers may determine at any time, upon written notice to the Members stating such new location. A Majority of the Managers may also change the Company's registered agent from time to time in their sole discretion.

SECTION 1.03 Purposes. The purposes and objectives of the Company are (a) to buy, own, sell, lease, manage, operate, improve, develop and otherwise deal in real property, and (b) to engage in any other lawful activities allowed to be conducted by a limited liability company under the Delaware Act.

SECTION 1.04 Powers. Subject to the terms of this Agreement, and consistent with the purposes stated in Section 1.03 hereof, the Company shall have the following powers: (i) to enter into all agreements and engage in all activities and transactions necessary or advisable to carry out the Company's purposes; and (ii) to have all other powers available to it as a limited liability company organized under the laws of the State of Delaware. Without limitation of the foregoing, the Company shall have the powers: to acquire and dispose of assets and other property; to act as a general partner, limited partner, manager and/or member of any other Person; negotiate, enter into, and modify agreements including, without limitation, partnership agreements, limited liability company agreements, and leases or subleases of any real estate or personal property; to incur obligations for and in connection with its business; to borrow money

and provide guarantees for the obligations of other Persons and, if required by any lender, as security therefor to mortgage, pledge and grant security interests in all or any part of the assets and other property owned by the Company; to repay, in whole or in part, refinance, consolidate, recast, increase, modify or extend any loans which may affect any of the assets and other property owned by the Company; and to execute any and all other documents and instruments and exercise all powers necessary or appropriate to carry out the business of the Company.

ARTICLE II

CONDUCT AND MANAGEMENT OF THE COMPANY

SECTION 2.01 Managers. Except as otherwise provided in this Agreement, the business of the Company shall be conducted by and under the control of the Managers. The names and current addresses of the initial Managers are as described in Schedule A hereto. One or more substitute or additional Managers may be elected at any time in the future by the Members. Each of the original Managers and any such substitute or additional Managers shall serve as a Manager until either (i) his voluntary resignation as a Manager, or (ii) his removal as a Manager with or without cause at any time by a Majority of the Managers or by the Members. The Managers shall not be required to make any Capital Contributions to the Company.

SECTION 2.02 Officers.

(a) In order to facilitate the day-to-day operation of the Company's business, the Company shall have the following Officers: a President, a Vice President, a Treasurer and a Secretary, and any such additional Officers as a Majority of the Managers may from time to time deem appropriate. The President shall be a Manager, but none of the other Officers need be a Manager. Unless otherwise determined from time to time by a Majority of the Managers or by the Members, the President shall be the chief executive officer of the Company, the Treasurer shall be responsible for maintaining the funds and financial books and records of the Company, and the Secretary shall be responsible for maintaining the records of actions (whether by written consent or meeting) of the Managers and of the Members and the other non-financial records of the Company.

(b) Each of the Officers of the Company may be removed (and his successors elected) at any time by a Majority of the Managers or by the Members.

(c) Except as may otherwise be determined from time to time by a Majority of the Managers or by the Members, the Managers hereby delegate to the President then in office full authority to act on behalf of the Company. Except as may otherwise be determined from time to time by a Majority of the Managers or the Members, the President shall have, without further approval or consent of any of the other Managers or the Members, full authority: to acquire and dispose of assets and other property on behalf of the Company; to negotiate, enter into, execute or modify agreements on behalf of the Company including, without limitation, partnership agreements, limited liability company agreements, and leases or subleases of any real estate or personal property; to incur obligations for and on behalf of the Company for and in connection with its business; to borrow money and provide guarantees for the obligations of other Persons and, if required by any lender, as security therefor to mortgage, pledge and grant security

interests in all or any part of the assets and other property owned by the Company; to repay, in whole or in part, refinance, consolidate, recast, increase, modify or extend any loans which may affect any of the assets and other property owned by the Company; and to execute any and all other documents and instruments and exercise all powers necessary or appropriate to carry out the business of the Company.

SECTION 2.03 Authorization.

(a) Every contract, agreement, and other instrument executed on behalf of the Company by any Manager, or by the President, or (if such execution is authorized by a Majority of the Managers) by any other Officer of the Company, shall be conclusive evidence in favor of every Person relying thereon or claiming thereunder that at the time of the delivery thereof (i) the Company was in existence, (ii) this Agreement had not been terminated or canceled or amended in any manner so as to restrict such authority (except as shown in the Certificate or other instrument duly filed with the Secretary of State of the State of Delaware), and (iii) the execution and delivery of such instrument were duly authorized by the Managers and/or the Members to the extent required.

(b) Any person or entity dealing with the Company may always rely on a certificate signed by any Manager, the President, any Senior Vice President, the Secretary or an Assistant Secretary:

(i) as to who are the Managers, the Officers or the Member of the Company,

(ii) as to the existence or nonexistence of any fact or facts which (A) constitute conditions precedent to acts by the Company, or (B) are in any other manner germane to the affairs of the Company,

(iii) as to who is authorized to execute and deliver any instrument or document on behalf of the Company,

(iv) as to the authenticity of any copy of this Agreement and amendments thereto, or

(v) as to any act or failure to act by the Company, or as to any other matter whatsoever involving the Company or any Manager or Officer or Member of the Company.

SECTION 2.04 Actions by Managers. Approval of any action by the Company which under the terms of this Agreement requires approval by a Majority of the Managers may be granted either by a written consent signed by a Majority of the Managers or by an affirmative vote of a Majority of the Managers at a meeting held for such purpose either with or without prior notice. Any Manager may participate in any such meeting by telephone if all Managers participating in any such meeting shall be able to hear the other participating Managers. The participation of a Majority of the Managers shall constitute a quorum for all purposes. If any action is approved by a Majority of the Managers but any Manager shall not sign any written consent by which, or shall not participate in any meeting at which, such approval was granted,

the Secretary of the Company shall promptly provide to such Manager following the date of such written consent or meeting a copy of such written consent or minutes of such meeting.

SECTION 2.05 **Actions by Members.** Approval of any action by the Company which under the terms of this Agreement requires approval by the Members may be granted by the written consent of Members holding more than fifty percent (50%) of the capital interests in the Company.

SECTION 2.06 **Duty of Care.** The Members each acknowledge that decisions concerning the Company's activities will involve the exercise of judgment and a risk of loss. The Managers, the Officers and their Affiliates shall not be liable to the Company or to the Members for any loss suffered by the Company or by the Members which arises out of any action or omission of a Manager, an Officer or any Affiliate of a Manager or an Officer, provided that (i) such Manager, Officer or Affiliate determined, in good faith, that such course of conduct was in, or not opposed to, the best interest of the Company or was otherwise permitted by this Agreement, and (ii) such course of conduct did not constitute gross negligence or willful malfeasance, a material breach of this Agreement, or an intentional violation of federal or state law by such Manager, Officer or Affiliate. The Managers, the Officers, and their Affiliates shall not be liable for the negligence, whether of omission or commission, dishonesty or bad faith of any employee, broker or other agent of the Company selected by the Managers or the Officers with reasonable care. Furthermore, the Managers, the Officers, and their Affiliates shall be entitled to indemnification by the Company to the extent provided in Article X hereof.

ARTICLE III

MEMBERS

SECTION 3.01 **Name, Address, and Capital Contribution**. The name and current address of the Initial Member is as described in Schedule A hereto. On and after the date of this Agreement, the Initial Member shall make to the Company either in cash or in other tangible or intangible property such Capital Contributions as shall be determined by the Initial Member, and other substitute or additional Members may make such additional Capital Contributions as may be agreed. The Treasurer shall record each Member's Capital Contributions on the financial records of the Company.

SECTION 3.02 **Limited Liability.** In accordance with the Delaware Act, the liability of the Members to the Company and its creditors shall be limited to (i) any unpaid Capital Contribution which the Member has agreed to make to the Company; (ii) the amount of any distribution previously received from the Company which the Members may be required to return to the Company pursuant to Section 18-607(b) of the Delaware Act; and (iii) the unpaid balance of other payments (if any) that the Members expressly are required, pursuant to this Agreement, to make to the Company.

SECTION 3.03 **No Control of Company**. Except as otherwise provided in this Agreement, the Members, in their capacity as such, shall not take part in the management or control of the affairs of the Company, or undertake any transactions on behalf of the Company, or have any power to sign for or otherwise to bind the Company.

SECTION 3.04 Dissolution, Liquidation or Bankruptcy. The dissolution, liquidation or bankruptcy of any Member shall not result in the termination of the Company, but the rights of the Members under this Agreement shall accrue to the Members' successors, estate or legal representatives. Except as expressly provided in this Agreement, no other event affecting the Members (including but not limited to insolvency) shall affect this Agreement.

ARTICLE IV

EXPENSES AND COMPENSATION

SECTION 4.01 Management Fee. Unless otherwise agreed by a Majority of the Managers or the Members, the Company shall not be obligated to pay to any Manager (or to any Affiliate of any Manager) any fee or compensation for personal services rendered as Manager. Notwithstanding the foregoing sentence, any Manager may receive fees or compensation directly from any Member (or its Affiliates) in such Manager's capacity as an officer or employee of such Member or Affiliate.

SECTION 4.02 Expenses. The Company shall be responsible for the payment from its own funds of all of the Company's expenses.

ARTICLE V

DISTRIBUTIONS

SECTION 5.01 Amount, Timing and Form. The Managers shall determine in their discretion the amount, timing and form of all distributions of Distributable Cash to be made by the Company to the Members.

ARTICLE VI

ALLOCATIONS AND DISTRIBUTIONS

SECTION 6.01 Allocations and Distributions of Profit or Loss. The Company shall make distributions of profits or losses to the Members, and shall allocate such profits or losses for all tax purposes, solely in accordance with the provisions contained in this Article VI.

SECTION 6.02 Tax Classification. For such periods that the Company has more than one Member, it shall elect for U.S. federal income tax purposes to be treated as a partnership. For such periods that it has only one Member, the Company shall be treated for U.S. federal income tax purposes as a "disregarded entity" of which all of the beneficial interests are held by the sole Member.

SECTION 6.03 Tax Allocations. Except as provided in Section 6.04 (which shall be applied first), Net Profits and Net Losses of the Company for any relevant period shall be allocated as described in this Section 6.03.

(a) Net Profits of the Company for any relevant period shall be allocated as follows:

(i) First, to any Members having negative Adjusted Capital Account balances, in proportion to and to the extent of such negative balances; and

(ii) The balance, if any, to the Members in such proportions and in such amounts as would result in the Adjusted Capital Account balance of each Member equaling, as nearly as possible, such Member's share of the then Company Capital.

(b) Net Losses of the Company for any relevant period shall be allocated among the Members as follows:

(i) First, to each Member with a positive Adjusted Capital Account balance, in the amount of such positive balance; provided, however, that if the amount of Net Losses to be allocated is less than the sum of the Adjusted Capital Account balances of all Members having positive Adjusted Capital Account balances, then the Net Losses shall be allocated to the Members in such proportions and in such amounts as would result in the Adjusted Capital Account balance of each Member equaling, as nearly as possible, such Member's share of the then Company Capital; and

(ii) The balance, if any, to the Members in proportion to their respective holdings of Shares.

(c) If the amount of Net Profits or Net Losses allocable to the Members pursuant to this Section 6.03 is insufficient to allow the Adjusted Capital Account balance of each Member to equal such Member's share of the Company Capital, such Net Profits or Net Losses shall be allocated among the Members in such a manner as to decrease the differences between the Members' respective Adjusted Capital Account balances and their respective shares of the Company Capital in proportion to such differences.

(d) Allocations of Net Profits and Net Losses provided for above shall generally be made as of the end of the fiscal year of the Company.

SECTION 6.04 Regulatory Allocations. Notwithstanding the provisions of Section 6.03 above, the following allocations of Net Profits, Net Losses and items thereof shall be made in the following order of priority:

(a) Items of income or gain for any taxable period shall be allocated to the Members in the manner and to the minimum extent required by the "minimum gain chargeback" provisions of Treasury Regulation Section 1.704-2(f) and Treasury Regulation Section 1.704-2(i)(4).

(b) All "nonrecourse deductions" (as defined in Treasury Regulation Section 1.704-2(b)(1)) of the Company for any year shall be allocated to the Members in the same manner as Net Profits or Net Losses; provided, however, that nonrecourse deductions attributable to "partner nonrecourse debt" (as defined in Treasury Regulation

Section 1.704-2(b)(4)) shall be allocated to the Members in accordance with the provisions of Treasury Regulation Section 1.704-2(i)(1).

(c) Items of income or gain for any taxable period shall be allocated to the Members in the manner and to the extent required by the "qualified income offset" provisions of Treasury Regulation Section 1.704-1(b)(2)(ii)(d).

(d) In no event shall Net Losses of the Company be allocated to a Member if such allocation would cause or increase a negative balance in such Member's Adjusted Capital Account (determined, for purposes of this Section 6.04 only, by increasing the Member's Capital Account balance by the amount the Member is obligated to restore to the Company pursuant to Treasury Regulation Section 1.704-1(b)(2)(ii)(c)).

(e) If items of income, gain, loss or deduction are allocated to one or more Members pursuant to any of paragraphs (a), (b), (c) or (d) of this Section 6.04 (the "Original Allocation"), then subsequent items of income, gain, loss or deduction will first be allocated (subject to the provisions of this Section 6.04) to the Members in a manner designed to result in each Member having a Capital Account balance equal to what it would have been had the Original Allocation not occurred; provided, however, that no such allocation shall be made pursuant to this paragraph (e) if either

(i) the Original Allocation had the effect of offsetting a prior Original Allocation or

(ii) the Original Allocation likely (in the opinion of the Company's professional advisors) will be offset by another Original Allocation in the future (*e.g*., an Original Allocation of "nonrecourse deductions" under (b) above that likely will be offset by a subsequent "minimum gain chargeback" under (a) above).

(f) Except as otherwise provided herein or as required by Code Section 704, for tax purposes, all items of income, gain, loss, deduction or credit shall be allocated to the Members in the same manner as are Net Profits and Net Losses; provided, however, that if the Carrying Value of any property of the Company differs from its adjusted basis for tax purposes, then items of income, gain, loss, deduction or credit related to such property for tax purposes shall be allocated among the Members so as to take account of the variation between the adjusted basis of the property for tax purposes and its Carrying Value in the manner provided for under Code Section 704(c).

SECTION 6.05 Allocations Upon Transfer or Admission. In the event that a Member acquires a capital interest in the Company either by transfer from another Member or by acquisition from the Company, the Net Profits, Net Losses, gross income, nonrecourse deductions and items thereof attributable to the interest so transferred or acquired shall be allocated among the Members based on a method chosen by the Managers, in their sole discretion, which method shall comply with Section 706 of the Code and shall be binding on all Members. For purposes of determining the date on which the acquisition occurs, the Company may make use of any convention allowable under Section 706(d) of the Code.

SECTION 6.06 Financial Reports. The Company shall prepare or cause to be prepared and provide to the Members, at the Company's expense, not later than 90 days after the

end of each fiscal year of the Company, such information as is necessary to complete federal and state income tax or information returns.

SECTION 6.07 **Tax Matters Partner**. Whenever the Company has more than one Member, the Managers shall select and appoint a Member to serve as the "Tax Matters Partner" of the Company under Code Section 6231(a)(7) and to manage administrative tax proceedings conducted at the Company level. The Tax Matters Partner shall make any necessary elections and take any other necessary steps required by applicable law for the Company to be treated as a partnership for United States federal, state, and local income tax purposes.

ARTICLE VII

DURATION OF THE COMPANY

SECTION 7.01 **Term of Company.** The term of the Company commences on the Effective Date and shall continue until the date on which the Company is dissolved as provided in Sections 7.02 or 7.03, or is dissolved by operation of law.

SECTION 7.02 **Dissolution Upon Sale of Assets**. The Company shall be dissolved in the event of the sale or distribution by the Company of all or substantially all of the assets of the Company.

SECTION 7.03 **Dissolution by Written Consent of Members.** The Members may dissolve the Company at any time by written consent executed by the Members, a copy of which shall be provided to the Managers.

ARTICLE VIII

LIQUIDATION OF THE COMPANY

SECTION 8.01 **General Provisions.** Following the dissolution of the Company in accordance with Article VII hereof, the Company's assets shall be liquidated in an orderly manner. The Managers (or, at the Managers' election, another Person selected by a Majority of the Managers) shall be the liquidator to wind up the affairs of the Company pursuant to this Agreement.

SECTION 8.02 **Liquidating Distributions.** The liquidator shall pay or provide for the satisfaction of the Company's liabilities and obligations to creditors. Any Net Profit or Net Loss realized in connection with the liquidation of the Company shall be allocated to the Members pursuant to Article VI hereof, and the remaining assets of the Company shall then be distributed to the Members in accordance with their Capital Accounts. In performing its duties, the liquidator is authorized to sell, exchange or otherwise dispose of the assets of the Company in such reasonable manner as the liquidator shall determine to be in the best interest of the Company and the Members.

SECTION 8.03 **Expenses of Liquidator.** The expenses incurred by the liquidator in connection with winding up the Company, and all other losses or liabilities of the Company incurred in accordance with the terms of this Agreement, shall be borne by the Company.

SECTION 8.04 **Duration of Liquidation.** A reasonable time shall be allowed for the winding up of the affairs of the Company in order to minimize any losses otherwise associated with such a winding up.

SECTION 8.05 **Duty of Care.** The liquidator shall not be liable to the Company or the Members for any loss attributable to any act or omission of the liquidator in good faith and in a manner such liquidator reasonably believed to be in, or not opposed to, the best interests of the Company in connection with the liquidation of the Company and distribution of its assets and provided that such act or omission did not constitute gross negligence, willful misconduct or a material breach of this Agreement. The liquidator may consult with counsel, investment banking firms, consultants and accountants with respect to liquidating the Company and distributing its assets and may act or omit to act in accordance with the advice of such counsel, investment banking firms, consultants or accountants, provided they shall have been selected with reasonable care.

SECTION 8.06 **No Liability for Return of Capital.** The liquidator(s), the Managers and their respective officers, directors, agents and Affiliates shall not be personally liable for the return of the Capital Contribution of the Members to the Company.

ARTICLE IX

TRANSFER OF INTERESTS

SECTION 9.01 **Limitation on Transfer of Rights and Obligations of Managers.** The Managers shall not assign, pledge, mortgage, hypothecate, sell or otherwise dispose of or encumber all or any part of their rights or obligations under this Agreement without the prior written consent of the Members.

SECTION 9.02 **Transfer of Member Interests**. Except as may otherwise be required to comply with applicable federal and state laws, the Members shall have the right to transfer all or any part of their interests in the Company by delivery to the Company of an assignment in writing duly executed by the transferring Member.

SECTION 9.03 **Transfer of Profits Interests**. With the consent of a Majority of the Managers, the Company may grant any Person a percentage interest in the future Net Profits and Net Losses of the Company (a "Profits Interest") whether for a fixed term or indefinitely, *provided* that (i) the grant does not include any capital interest in the Company or any right to share in the proceeds of the Company's liquidation under Article VIII, and *provided further* that (ii) such grant is made in exchange for property or services afforded to the Company that are of equivalent value to the Profits Interest granted, as the Managers may determine in their sole and absolute discretion. The grant of any Profits Interest shall not cause the transferee of such Profits Interest to become a Member.

ARTICLE X

INDEMNIFICATION

SECTION 10.01 **General Provisions.**

(a) Subject to the limitations set forth below in this Article X, each of the Managers, the Officers, the Affiliates of the Managers and the Officers, and the liquidator (if any), (each such Person being referred to hereafter as an "Indemnitee"), shall be indemnified by the Company (but only out of Company assets, including the proceeds of liability insurance) against any claim, demand, controversy, dispute, cost, loss, damage, expense (including attorneys' fees), judgment and/or liability incurred by or imposed upon the Indemnitee in connection with any action, suit or proceeding (including any proceeding before any administrative or legislative body or agency), to which the Indemnitee shall become a party or shall be threatened to become a party, by reason of the Indemnitee's being at the time the cause of action arose or thereafter, a Manager, an Officer, an Affiliate of a Manager or an Officer,, a liquidator (if any), or a director, officer, member, partner, employee, consultant or other agent of any other organization in which the Company owns an interest, which other organization the Indemnitee serves or has served as director, officer, manager, member, partner, employee, consultant or other agent at the request of the Company (whether or not the Indemnitee continues to serve in such capacity at the time such action, suit or proceeding is brought or threatened). Each Indemnitee may be entitled to such indemnification notwithstanding that the Company has sold, assigned, distributed or otherwise transferred its investment in such other organization prior to the time that such action, suit or proceeding is brought or threatened.

(b) The Indemnitee shall not be indemnified with respect to matters as to which the Indemnitee shall have been finally adjudicated in any such action, suit or proceeding (i) not to have acted in good faith and in the reasonable belief that the Indemnitee's action was in accordance with such Person's obligations to the Company or to have acted with gross negligence or a willful disregard of his duties, or in breach of his fiduciary obligations, or (ii) with respect to any criminal action or proceeding, not to have had cause to believe beyond any reasonable doubt the Indemnitee's conduct was criminal. In the event of settlement of any action, suit or proceeding brought or threatened, the indemnification provided for in this Article X shall apply to all matters covered by the settlement except for matters as to which the Company is advised by counsel (who may be counsel regularly retained to represent the Company) that the Person seeking indemnification, in the opinion of such counsel, did not act in good faith or acted with gross negligence or a willful disregard of such Person's duties, or in breach of such Person's fiduciary obligations, or, with respect to any criminal action or proceeding, that the Person seeking indemnification had reasonable cause to believe such Person's conduct was criminal.

(c) The right of indemnification provided for in this Article X shall be in addition to any rights to which any Indemnitee may otherwise be entitled and shall inure to the benefit of the executors, administrators, personal representatives, successors or assigns of each such Indemnitee. Such Indemnitee shall first use reasonable efforts to

pursue other readily available sources of indemnification before pursuing a claim for indemnification against the Company under this Article X.

SECTION 10.02 **Advance Payment of Expenses.** The Company shall pay the expenses incurred by an Indemnitee in defending a civil or criminal action, suit or proceeding, or in opposing any claim arising in connection with any potential or threatened civil or criminal action, suit or proceeding, in advance of the final disposition of such action, suit or proceeding, upon receipt of an undertaking by such Indemnitee satisfactory to the Managers to repay such payment if he shall be determined to be not entitled to indemnification therefor as provided herein; provided, however, that in such instance the Indemnitee is not commencing an action, suit, or proceeding against the Company, or defending an action, suit or proceeding commenced against the Indemnitee by the Company, or opposing a claim by the Company arising in connection with any such potential or threatened action, suit or proceeding.

SECTION 10.03 **Insurance.** At its election, the Managers may cause the Company to purchase and maintain insurance, at the expense of the Company and to the extent available, for the protection of the Managers, the Officers, the Affiliates of the Managers and the Officers, any liquidator, and the directors, officers, employees, consultants or other agents of any such Person, against any liability incurred by any such Person in any such capacity or arising out of his status as such, whether or not the Company has the power to indemnify such Person against such liability. The Managers may also cause the Company to purchase and maintain insurance for the protection of any officer, director, employee, consultant or other agent of any other organization in which the Company owns an interest or of which the Company is a creditor against similar liabilities, whether or not the Company has the power to indemnify any such Person against such liabilities.

ARTICLE XI

ACCOUNTING; RECORDS AND REPORTS

SECTION 11.01 **Fiscal Year.** The fiscal year of the Company shall be the calendar year, or such other year as required by the Code.

SECTION 11.02 **Keeping of Accounts and Records**. At all times the Managers shall cause to be kept proper and complete books of account, in which shall be entered fully and accurately the transactions of the Company. Such books of account, together with (i) an executed copy of this Agreement (and any amendments hereto); (ii) the Certificate of the Company (and any amendments thereto); (iii) executed copies of any powers of attorney pursuant to which any of the aforesaid documents has been executed; and (iv) financial statements of the Company for each of the prior three years, shall at all times be maintained at the location specified in Section 1.02 hereof.

SECTION 11.03 **Inspection Rights.** Until the liquidation of the Company has been completed, any Member may examine the Company's books, records, accounts and assets, including bank balances, and may make, or cause to be made, any audit thereof at the Company's expense.

SECTION 11.04 **Reports.** The Managers shall prepare and transmit to the Members at the Company's expense such financial and other reports as shall be determined from time to time by the Members.

ARTICLE XII

WAIVER AND AMENDMENT

SECTION 12.01 **Waiver and Amendment.** Except for any waiver or amendment of the provisions of Sections 2.06 and 10.01 through 10.03 hereof which would adversely affect any Manager (or any Affiliate of a Manager), the terms and provisions of this Agreement may be waived, modified, terminated or amended at any time by the Members. The Members shall not waive or amend any provision of Sections 2.06 or 10.01 through 10.03 hereof in such a manner as would adversely affect any Manager (or any Affiliate of a Manager) without the written consent of such Manager.

ARTICLE XIII

GENERAL PROVISIONS

SECTION 13.01 **Notices.** Except where otherwise specifically provided in this Agreement, all notices, requests, consents, approvals and statements shall be in writing and shall be deemed to have been properly given by (i) personal delivery, (ii) first class mail, postage prepaid, (iii) electronic facsimile transmission, or (iv) courier service, addressed in each case: if to the Company, at the address where the Company's books and records are maintained as specified in Section 1.02 hereof; if to a Manager, at such Manager's address set forth in Schedule A; and if to a Member, to the Member's address set forth in Schedule A, or, in each case, to such other address or addresses (and/or by e-mail or other manner of delivery) as the addressee may have specified by written notice as aforesaid.

SECTION 13.02 **Binding on Successors**. This Agreement shall be binding upon and inure to the benefit of the respective heirs, successors, assigns and legal representatives of the parties hereto.

SECTION 13.03 **Counterparts.** This Agreement or any amendment hereto may be signed in any number of counterparts, each of which shall be an original, but all of which taken together shall constitute one agreement (or amendment, as the case may be).

SECTION 13.04 **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware.

SECTION 13.05 **Construction.** Whenever the content of this Agreement permits, the masculine gender shall include the feminine and neuter genders, and reference to singular or plural shall be interchangeable with the other. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the other provisions, and this Agreement shall be construed and reformed in all respects as if any such invalid or unenforceable provision(s) were omitted in order to give effect to the intent and purposes of this Agreement. References in this Agreement to particular sections of the Code or the Delaware Act shall be deemed to refer to

such sections or provisions of the Code or the Delaware Act (or any successor legislation) as they may be amended after the date of this Agreement.

ARTICLE XIV

CERTAIN DEFINITIONS

SECTION 14.01 **Certain Definitions**. For purposes of this Agreement, the following capitalized terms have the respective meanings set forth below:

"Adjusted Capital Account" means, for each Member, such Member's Capital Account balance increased by such Member's share of "minimum gain" and of "partner nonrecourse debt minimum gain" as determined, respectively, pursuant to Treasury Regulation Sections 1.704-2(g) and 1.704-2(i)(5).

"Affiliate" means, with respect to the Person to which it refers, a Person that either (i) directly or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with, such Person or (ii) is the successor or assign to such Person.

"Agreement" means this Limited Liability Company Agreement, as it may be subsequently amended or restated from time to time.

"Capital Account" means a separate account maintained for each Member and adjusted in accordance with Treasury Regulations under Section 704 of the Code. To the extent consistent with such Treasury Regulations, the adjustments to such accounts shall include the following:

(a) There shall be credited to each Member's Capital Account the amount of any cash actually contributed by such Member to the capital of the Company, the fair market value of any other property contributed by such Member to the capital of the Company, the amount of liabilities of the Company assumed by the Member or to which property distributed to the Member was subject and such Member's share of the Net Profits of the Company and of any items in the nature of income or gain separately allocated to the Members; and there shall be charged against each Member's Capital Account the amount of all cash distributions to such Member, the fair market value of any other property distributed to such Member by the Company, the amount of liabilities of the Member assumed by the Company or to which property contributed by the Member to the Company was subject and such Member's share of the Net Losses of the Company and of any items in the nature of losses or deductions separately allocated to the Members.

(b) If the Company at any time distributes any of its assets in-kind to any Member, the Capital Account of each Member shall be adjusted to account for that Member's allocable share of the Net Profits, Net Losses or items thereof that would have been realized by the Company had it sold the assets that were distributed at their respective fair market values (taking Code Section 7701(g) into account) immediately prior to their distribution.

(c) Upon (A) the acquisition of a capital interest in the Company in exchange for a Capital Contribution, or (B) the election of the Company, at any time specified in

Treasury Regulation Section 1.704-1(b)(2)(iv)(f), the Capital Account balance of each Member shall be adjusted to the extent provided under such Treasury Regulation to reflect the Member's allocable share (as determined under Article VI) of the items of Net Profits or Net Losses that would be realized by the Company if it sold all of its property at its fair market value (taking Code Section 7701(g) into account) on the day of the event giving rise to the adjustment; provided that, if after such adjustment the Capital Account of each Member does not equal each Member's share of Company Capital determined as set forth above, then each Member's Capital Account shall be adjusted to an amount equal to such share of Company Capital.

(d) In the event any Membership interest in the Company is transferred in accordance with the terms of this Agreement, the transferee shall succeed to the Capital Account of the transferor to the extent it relates to the Transferred interest.

"Capital Contribution" means the aggregate amount of cash or other property contributed by a Member to the Company.

"Carrying Value" means, with respect to any asset, the asset's adjusted basis for federal income tax purposes; provided, however, that (i) the initial Carrying Value of any asset contributed to the Company shall be adjusted to equal its gross fair market value at the time of its contribution and (ii) the Carrying Values of all assets held by the Company shall be adjusted to equal their respective gross fair market values (taking Code Section 7701(g) into account) upon an adjustment to the Capital Accounts of the Members described in paragraph (c) of the definition of "Capital Account." The Carrying Value of any asset whose Carrying Value was adjusted pursuant to the preceding sentence thereafter shall be adjusted in accordance with the provisions of Treasury Regulation Section 1.704-1(b)(2)(iv)(g).

"Certificate" means the certificate of formation of the Company and any amendments or restatements thereof as filed with the Delaware Secretary of State under the Delaware Act.

"Code" means the United States Internal Revenue Code of 1986 (and any successor statute thereto), and the regulations promulgated thereunder, all as amended from time to time.

"Company Capital" means an amount equal to the sum of all of the Members' Adjusted Capital Account balances determined immediately prior to the allocation of any Net Profits or Net Losses to the Members, pursuant to Article VI.

"Delaware Act" means the Delaware Limited Liability Company Act, as amended from time to time.

"Distributable Cash" means all cash of the Company that the Managers determine is available for distribution to the Members after the payment or provision for payment by the Company of all expenses incurred by the Company and in collecting any amounts then owed to the Company and so attributable.

"Effective Date" shall mean the date upon which the Company files a Certificate of formation as a limited liability company with the Delaware Secretary of State pursuant to the Delaware Act.

“Indemnitee” shall have the meaning set forth in Section 10.01.

“Initial Member” shall mean Clean Harbors, Inc., a Massachusetts corporation.

“Majority of the Managers” means (i) at least four of the Managers if there are then six Managers, (ii) at least three of the Managers if there are then five or four Managers, (iii) at least two of the Managers if there are then three Managers, and (ii) both of the Managers if there are then only two Managers.

“Manager” means each of the Persons then serving as a Manager of the Company in accordance to Section 2.01 hereof, in his capacity as a Manager of the Company.

“Member” means the Initial Member for so long as it shall hold a capital interest in the Company, and each of such other or additional Persons as shall acquire a capital interest in the Company and be admitted as a Member from time to time, in accordance with the provisions of the Delaware Act.

“Net Profit” or “Net Loss” means, with respect to any fiscal year, the sum of the Company’s: (a) net profit or loss as determined in accordance with the Code, and (b) any income exempt from federal income tax, after deduction of all expenses properly chargeable to the Company for such fiscal year (whether deductible or non-deductible and whether described in Section 705(a)(2)(B) of the Code, treated as so described pursuant to Treasury Regulations Section 1.704-1(b)(2)(iv)(i), or otherwise). For this purpose, Net Profit or Net Loss shall be determined in accordance with tax accounting principles rather than generally accepted accounting principles, and any expenses required to be capitalized and included in the Company’s adjusted tax basis in any asset or which reduce the amount realized by the Company on the disposition of any asset shall be disregarded.

“Officers” means the President, the Treasurer, the Secretary, and any such other officers of the Company as shall be elected by a Majority of the Managers or by the Members in accordance with Section 2.02(a) hereof.

“Person” means any individual, general partnership, limited partnership, limited liability company, corporation, joint venture, trust, business trust, cooperative or association and the heirs, executors, administrators, legal representative, successors and assigns of such Person where the context so admits.

“Treasury Regulations” mean the Regulations promulgated by the United States Department of the Treasury under the Code, as amended.

[remainder of page left intentionally blank]

IN WITNESS WHEREOF, the undersigned have executed this Limited Liability Company Agreement as of the effective date first above written.

MANAGERS:

/s/ Wally Dumont
Wally Dumont

/s/ James M. Rutledge
James M. Rutledge

INITIAL MEMBER:

CLEAN HARBORS CATALYST TECHNOLOGIES, LLC.

By: /s/ James M. Rutledge
James M. Rutledge
Executive Vice President and
Chief Financial Officer

ARC ADVANCED REACTORS AND COLUMNS, LLC

SCHEDULE A

Managers:

Wally Dumont
c/o Clean Harbors, Inc.
42 Longwater Drive
P.O. Box 9149
Norwell, MA 02061-9149

James M. Rutledge
c/o Clean Harbors, Inc.
42 Longwater Drive
P.O. Box 9149
Norwell, MA 02061-9149

Member:

Clean Harbors Catalyst Technologies, LLC
c/o Clean Harbors, Inc.
42 Longwater Drive
P.O. Box 9149
Norwell, MA 02061-9149

Exhibit 3.7

Baton Rouge Disposal, LLC

CERTIFICATE OF FORMATION

Pursuant to the provisions of Section 18-201 of the Limited Liability Company Act of the State of Delaware (the "Act"), the undersigned, being duly authorized, hereby certifies and states as follows:

1. Name of the Limited Liability Company. The name of the limited liability company formed hereby is Baton Rouge Disposal, LLC (the "LLC").

2. Registered Agent and Office of the LLC. The name of the registered agent of the LLC in the State of Delaware is Capitol Corporate Services, Inc. and the registered office address of the registered agent for the purposes of Section 18-104 of the Act is 32 Loockerman Square, Suite 109, Dover, Kent County, Delaware 19901.

IN WITNESS WHEREOF, the undersigned hereby affirms that the facts stated herein are true, this 30th day of April, 2002.

/s/ C. Michael Malm

C. Michael Malm, Authorized Person

BATON ROUGE DISPOSAL, LLC

LIMITED LIABILITY COMPANY AGREEMENT

LIMITED LIABILITY COMPANY AGREEMENT effective as of May 1, 2002, by and among Eric W. Gerstenberg, Gene A. Cookson, Stephen H. Moynihan, Roger A. Koenecke, Carl Paschetag, and William J. Geary, as Managers; and Clean Harbors Disposal Services, Inc., a Delaware corporation, as the sole Member. Certain capitalized terms used herein have the respective meanings set forth in Section 14.01 hereof.

ARTICLE I
CAPITAL CORPORATE SERVICES, INC.,
ORGANIZATION

SECTION 1.01 Formation of the Company. Baton Rouge Disposal, LLC (the "Company") has been formed as a limited liability company under the Delaware Limited Liability Company Act *(6 Del. C § 18-101, et seq.)*, as amended from time to time (the "Delaware Act"), through the filing of the Certificate with the Delaware Secretary of State on the effective date of this Agreement. The parties hereto agree to conduct the business of the Company in accordance with the provisions of the Act and of this Agreement.

SECTION 1.02 Name, Registered Office, and Maintenance of Books and Records. The name of the Company is "Baton Rouge Disposal, LLC." The initial address of the Company's registered office in Delaware is 32 Lookerman Square, Suite 109, Dover, Dent County, Delaware 19901, and its initial agent at such address for service of process is Capitol Corporate Services, Inc. The Company's books and records shall be maintained at c/o Clean Harbors, Inc., 1501 Washington Street, Braintree, Massachusetts 02184. A Majority of the Managers may change the location at which the Company's books and records shall be maintained to such other location within the United States as such Managers may determine at any time, upon written notice to the Member stating such new location. A Majority of the Managers may also change the Company's registered agent from time to time in their sole discretion.

SECTION 1.03 Purposes. The purposes and objectives of the Company are to own, lease, manage and/or operate a licensed hazardous waste facility, to provide environmental services, and to engage in any other lawful activities allowed to be conducted by a limited liability company.

SECTION 1.04 Powers. Subject to the terms of this Agreement, and consistent with the purposes stated in Section 1.03 hereof, the Company shall have the following powers: (i) to enter into all agreements and engage in all activities and transactions necessary or advisable to carry out the Company's purposes; and (ii) to have all other powers available to it as a limited liability company organized under the laws of the State of Delaware. Without limitation of the foregoing, the Company shall have the powers: to acquire and dispose of assets and other property; to act as a general partner, limited partner, manager and/or member of any other Person; negotiate, enter into, and modify agreements including, without limitation, partnership

agreements, limited liability company agreements, and leases or subleases of any real estate or personal property; to incur obligations for and in connection with its business; to borrow money and provide guarantees for the obligations of other Persons and, if required by any lender, as security therefor to mortgage, pledge and grant security interests in all or any part of the assets and other property owned by the Company; to repay, in whole or in part, refinance, consolidate, recast, increase, modify or extend any loans which may affect any of the assets and other property owned by the Company; and to execute any and all other documents and instruments and exercise all powers necessary or appropriate to carry out the business of the Company.

ARTICLE II

CONDUCT AND MANAGEMENT OF THE LLC

SECTION 2.01 Managers. Except as otherwise provided in this Agreement for actions which require or permit approval by the sole Member, the business of the Company shall be under the control of the Managers. The names and current addresses of the initial Managers are as described in Schedule A hereto. One or more substitute or additional Managers may be elected at any time in the future by the sole Member. Each of the original Managers and any such substitute or additional Managers shall serve as a Manager until either (i) his voluntary resignation as a Manager, or (ii) his removal as a Manager with or without cause at any time by a Majority of the Managers or the sole Member. The Managers shall not be required to make any Capital Contributions to the Company.

SECTION 2.02 Officers.

(a) In order to facilitate the day-to-day operation of the Company's business, the Company shall have the following Officers: a President, Senior Vice Presidents, a Treasurer and a Secretary, and any such additional Officers as a Majority of the Managers may from time to time deem appropriate. The President shall be a Manager, but none of the other Officers need be a Manager. Unless otherwise determined from time to time by a Majority of the Managers or by the sole Member, Eric W. Gerstenberg shall be the President, Steven H. Moynihan shall be a Senior Vice President and an Assistant Treasurer, Roger Koenecke shall be a Senior Vice President, Carl Paschetag shall be the Treasurer, William J. Geary shall be a Vice President and the Assistant Secretary, and C. Michael Malm shall be Secretary. Unless otherwise determined from time to time by a Majority of the Managers or the sole Member, the President shall be the chief executive officer of the LLC, the Treasurer shall be responsible for maintaining the funds and financial books and records of the LLC, and the Secretary shall be responsible for maintaining the records of actions (whether by written consent or meeting) of the Managers and of the sole Member and the other non-financial records of the LLC. Each of the Officers of the LLC may be removed (and his successors elected) at any time by a Majority of the Managers or the sole Member.

(b) Except as may otherwise be determined from time to time by a Majority of the Managers or the sole Member, the Managers hereby delegate to the President and any Senior Vice President then in office full authority to act on behalf of the LLC. Except as may otherwise be determined from time to time by a Majority of the Managers or the sole Member, each of the President and Senior Vice Presidents shall have, without further approval or consent of any of

the other Managers or the sole Member, full authority: to acquire and dispose of assets and other property on behalf of the LLC; to negotiate, enter into, execute or modify agreements on behalf of the LLC including, without limitation, partnership agreements, limited liability company agreements, and leases or subleases of any real estate or personal property; to incur obligations for and on behalf of the LLC for and in connection with its business; to borrow money and provide guarantees for the obligations of other Persons and, if required by any lender, as security therefor to mortgage, pledge and grant security interests in all or any part of the assets and other property owned by the Company; to repay, in whole or in part, refinance, consolidate, recast, increase, modify or extend any loans which may affect any of the assets and other property owned by the Company; and to execute any and all other documents and instruments and exercise all powers necessary or appropriate to carry out the business of the Company.

SECTION 2.03 Authorization.

(a) Every contract, agreement, and other instrument executed on behalf of the Company by any Manager, the President or any Senior Vice President, or by another Officer of the Company, if such execution is authorized by a Majority of the Managers, shall be conclusive evidence in favor of every person or entity relying thereon or claiming thereunder that at the time of the delivery thereof (i) the Company was in existence, (ii) this Agreement had not been terminated or canceled or amended in any manner so as to restrict such authority (except as shown in the Certificate or other instrument duly filed with the Secretary of State of the State of Delaware), and (iii) the execution and delivery of such instrument were duly authorized by the Managers and/or the sole Member to the extent required.

(b) Any person or entity dealing with the Company may always rely on a certificate signed by any Manager, the President, any Senior Vice President, the Secretary or an Assistant Secretary:

(i) as to who are the Managers, the Officers or the Member of the Company,

(ii) as to the existence or nonexistence of any fact or facts which (A) constitute conditions precedent to acts by the Company, or (B) are in any other manner germane to the affairs of the Company,

(iii) as to who is authorized to execute and deliver any instrument or document on behalf of the Company,

(iv) as to the authenticity of any copy of this Agreement and amendments thereto, or

(v) as to any act or failure to act by the Company, or as to any other matter whatsoever involving the Company or any Manager or Officer or Member of the Company.

SECTION 2.04 Actions by Managers or the Sole Member. Approval of any action by the Company which under the terms of this Agreement requires approval by a Majority of the Managers may be granted either by a written consent signed by a Majority of the Managers or by an affirmative vote of a Majority of the Managers at a meeting held for such purpose either with or without prior notice. Any Manager may participate in any such meeting by telephone if all

Managers participating in any such meeting shall be able to hear the other participating Managers. The participation of a Majority of the Managers shall constitute a quorum for all purposes. If any action is approved by a Majority of the Managers but any Manager shall not sign any written consent by which, or shall not participate in any meeting at which, such approval was granted, the Secretary of the Company shall promptly provide to such Manager following the date of such written consent or meeting a copy of such written consent or minutes of such meeting. Any action taken by the sole Member under the terms of this Agreement shall be by written consent of the sole Member.

SECTION 2.05 **Duty of Care.** The sole Member acknowledges that decisions concerning the Company's activities will involve the exercise of judgment and a risk of loss. The Managers, the Officers and their Affiliates shall not be liable to the Company or the Member for any loss suffered by the Company or the Member which arises out of any action or omission of a Manager, an Officer or any Affiliate of a Manager or an Officer, provided that (i) such Manager, Officer or Affiliate determined, in good faith, that such course of conduct was in, or not opposed to, the best interest of the Company or was otherwise permitted by this Agreement, and (ii) such course of conduct did not constitute gross negligence or willful malfeasance, a material breach of this Agreement, or an intentional violation of federal or state law by such Manager, Officer or Affiliate. The Managers, the Officers, and their Affiliates shall not be liable for the negligence, whether of omission or commission, dishonesty or bad faith of any employee, broker or other agent of the Company selected by the Managers or the Officers with reasonable care. Furthermore, the Managers, the Officers, and their Affiliates shall be entitled to indemnification by the Company to the extent provided in Article X hereof.

ARTICLE III

MEMBER

SECTION 3.01 **Name, Address, and Capital Contribution**. The name and current address of the sole Member are as described in Schedule A hereto. On and after the date of this Agreement, the Member shall make to the Company either in cash or in other tangible or intangible property such Capital Contributions as shall be determined by the Member. The Treasurer shall record the Member's Capital Contributions on the financial records of the Company.

SECTION 3.02 **Limited Liability.** In accordance with the Delaware Act, the liability of the Member to the Company and its creditors shall be limited to (i) any unpaid Capital Contribution which the Member has agreed to make to the Company; (ii) the amount of any distribution previously received from the Company which the Member may be required to return to the Company pursuant to Section 18-607(b) of the Delaware Act; and (iii) the unpaid balance of any other payments (if any) that the Member expressly is required, pursuant to this Agreement, to make to the Company.

SECTION 3.03 **No Control of Company**. Except as otherwise provided in this Agreement, the Member, in its capacity as such, shall not take part in the management or control of the affairs of the Company, or undertake any transactions on behalf of the Company, or have any power to sign for or otherwise to bind the Company.

SECTION 3.04 **Dissolution, Liquidation or Bankruptcy.** The dissolution, liquidation or bankruptcy of the Member shall not result in the termination of the Company, but the rights of the Member under this Agreement shall accrue to the Member's successors, estate or legal representatives. Except as expressly provided in this Agreement, no other event affecting the Member (including but not limited to insolvency) shall affect this Agreement.

ARTICLE IV

EXPENSES AND COMPENSATION

SECTION 4.01 **No Management Fee.** The Company shall not be obligated to pay to the Managers (or any Affiliate of the Managers) any management fee or similar compensation. However, the Managers shall be entitled to receive compensation from the Member and its Affiliates in the Managers' respective capacities as officers and employees of the Member and its Affiliates.

SECTION 4.02 **Expenses.** The Company shall be responsible for the payment from its own funds of all of the Company's expenses.

ARTICLE V

DISTRIBUTIONS

SECTION 5.01 **Amount, Timing and Form.** The Managers shall determine in their discretion the amount, timing and form of all distributions of Distributable Cash to be made by the Company to the sole Member.

ARTICLE VI

TAX ALLOCATIONS

SECTION 6.01 **Allocations of Net Profit or Net Loss.** As described in Articles II, III and V above, the sole Member shall be responsible for all Capital Contributions to the Company, and the Company shall make all distributions to the Member. All distributions of Net Profit or Net Loss by the Company will accordingly be made to the Member. The Company shall therefore be treated for U.S. federal income tax purposes as a "disregarded entity" of which all of the beneficial interests are held by the sole Member.

ARTICLE VII

DURATION OF THE COMPANY

SECTION 7.01 **Term of Company.** The term of the Company commenced on the filing of the Certificate with the Delaware Secretary of State and shall continue until the date on which the Company is dissolved as provided in Sections 7.02 or 7.03 or by operation of law.

SECTION 7.02 **Dissolution Upon Sale of Assets**. The Company shall be dissolved in the event of the sale or distribution by the Company of all or substantially all of the assets of the Company.

SECTION 7.03 **Dissolution by Written Consent of Member.** The sole Member may dissolve the Company at any time by written consent executed by the Member and a copy of which shall be provided to the Managers.

ARTICLE VIII

LIQUIDATION OF THE COMPANY

SECTION 8.01 **General Provisions.** Following the dissolution of the Company in accordance with Article VII hereof, the Company's assets shall be liquidated in an orderly manner. The Managers (or, at the Managers' election, another Person selected by a Majority of the Managers) shall be the liquidator to wind up the affairs of the Company pursuant to this Agreement.

SECTION 8.02 **Liquidating Distributions.** The liquidator shall pay or provide for the satisfaction of the Company's liabilities and obligations to creditors. Any Net Profit or Net Loss realized in connection with the liquidation of the Company shall be allocated to the Member pursuant to Article VI hereof, and the remaining assets of the Company shall then be distributed to the Member. In performing its duties, the liquidator is authorized to sell, exchange or otherwise dispose of the assets of the Company in such reasonable manner as the liquidator shall determine to be in the best interest of the Company and the Member.

SECTION 8.03 **Expenses of Liquidator.** The expenses incurred by the liquidator in connection with winding up the Company, and all other losses or liabilities of the Company incurred in accordance with the terms of this Agreement, shall be borne by the Company.

SECTION 8.04 **Duration of Liquidation.** A reasonable time shall be allowed for the winding up of the affairs of the Company in order to minimize any losses otherwise associated with such a winding up.

SECTION 8.05 **Duty of Care.** The liquidator shall not be liable to the Company or the Member for any loss attributable to any act or omission of the liquidator in good faith and in a manner such liquidator reasonably believed to be in, or not opposed to, the best interests of the Company in connection with the liquidation of the Company and distribution of its assets and provided that such act or omission did not constitute gross negligence, willful misconduct or a material breach of this Agreement. The liquidator may consult with counsel, investment banking firms, consultants and accountants with respect to liquidating the Company and distributing its assets and may act or omit to act in accordance with the advice of such counsel, investment banking firms, consultants or accountants, provided they shall have been selected with reasonable care.

SECTION 8.06 **No Liability for Return of Capital.** The liquidator(s), the Managers and their respective officers, directors, agents and Affiliates shall not be personally liable for the return of the Capital Contribution of the Member to the Company.

ARTICLE IX

TRANSFER OF INTERESTS

SECTION 9.01 Limitation on Transfer of Rights and Obligations of Managers. The Managers shall not assign, pledge, mortgage, hypothecate, sell or otherwise dispose of or encumber all or any part of their rights or obligations under this Agreement without the prior written consent of the Member.

SECTION 9.02 Transfer of Member Interests. Except as may otherwise be required to comply with applicable federal and state laws, the sole Member shall have the right to transfer all or any part of its interests in the Company by delivery to the Company of an assignment in writing duly executed by the Member.

ARTICLE X

INDEMNIFICATION

SECTION 10.01 General Provisions.

(a) Subject to the limitations set forth below in this Article X, each of the Managers, the Officers, the Affiliates of the Managers and the Officers, and the liquidator (if any), (each such Person being referred to hereafter as an "Indemnitee"), shall be indemnified by the Company (but only out of Company assets, including the proceeds of liability insurance) against any claim, demand, controversy, dispute, cost, loss, damage, expense (including attorneys' fees), judgment and/or liability incurred by or imposed upon the Indemnitee in connection with any action, suit or proceeding (including any proceeding before any administrative or legislative body or agency), to which the Indemnitee shall become a party or shall be threatened to become a party, by reason of the Indemnitee's being at the time the cause of action arose or thereafter, a Manager, an Officer, an Affiliate of a Manager or an Officer,, a liquidator (if any), or a director, officer, member, partner, employee, consultant or other agent of any other organization in which the Company owns an interest, which other organization the Indemnitee serves or has served as director, officer, manager, member, partner, employee, consultant or other agent at the request of the Company (whether or not the Indemnitee continues to serve in such capacity at the time such action, suit or proceeding is brought or threatened). Each Indemnitee may be entitled to such indemnification notwithstanding that the Company has sold, assigned, distributed or otherwise transferred its investment in such other organization prior to the time that such action, suit or proceeding is brought or threatened.

(b) The Indemnitee shall not be indemnified with respect to matters as to which the Indemnitee shall have been finally adjudicated in any such action, suit or proceeding (i) not to have acted in good faith and in the reasonable belief that the Indemnitee's action was in accordance with such Person's obligations to the Company or to have acted with gross negligence or a willful disregard of his duties, or in breach of his fiduciary obligations, or (ii) with respect to any criminal action or proceeding, not to have had cause to believe beyond any reasonable doubt the Indemnitee's conduct was criminal. In the event of settlement of any action, suit or proceeding brought or threatened, the indemnification provided for in this Article X shall

apply to all matters covered by the settlement except for matters as to which the Company is advised by counsel (who may be counsel regularly retained to represent the Company) that the Person seeking indemnification, in the opinion of such counsel, did not act in good faith or acted with gross negligence or a willful disregard of such Person's duties, or in breach of such Person's fiduciary obligations, or, with respect to any criminal action or proceeding, that the Person seeking indemnification had reasonable cause to believe such Person's conduct was criminal.

(c) The right of indemnification provided for in this Article X shall be in addition to any rights to which any Indemnitee may otherwise be entitled and shall inure to the benefit of the executors, administrators, personal representatives, successors or assigns of each such Indemnitee. Such Indemnitee shall first use reasonable efforts to pursue other readily available sources of indemnification before pursuing a claim for indemnification against the Company under this Article X.

SECTION 10.02 Advance Payment of Expenses. The Company shall pay the expenses incurred by an Indemnitee in defending a civil or criminal action, suit or proceeding, or in opposing any claim arising in connection with any potential or threatened civil or criminal action, suit or proceeding, in advance of the final disposition of such action, suit or proceeding, upon receipt of an undertaking by such Indemnitee satisfactory to the Managers to repay such payment if he shall be determined to be not entitled to indemnification therefor as provided herein; provided, however, that in such instance the Indemnitee is not commencing an action, suit, or proceeding against the Company, or defending an action, suit or proceeding commenced against the Indemnitee by the Company, or opposing a claim by the Company arising in connection with any such potential or threatened action, suit or proceeding.

SECTION 10.03 Insurance. At its election, the Managers may cause the Company to purchase and maintain insurance, at the expense of the Company and to the extent available, for the protection of the Managers, the Officers, the Affiliates of the Managers and the Officers, any liquidator, and the directors, officers, employees, consultants or other agents of any such Person, against any liability incurred by any such Person in any such capacity or arising out of his status as such, whether or not the Company has the power to indemnify such Person against such liability. The Managers may also cause the Company to purchase and maintain insurance for the protection of any officer, director, employee, consultant or other agent of any other organization in which the Company owns an interest or of which the Company is a creditor against similar liabilities, whether or not the Company has the power to indemnify any such Person against such liabilities.

ARTICLE XI

ACCOUNTING; RECORDS AND REPORTS

SECTION 11.01 Fiscal Year. The fiscal year of the Company shall be the calendar year, or such other year as required by the Code.

SECTION 11.02 Keeping of Accounts and Records. At all times the Managers shall cause to be kept proper and complete books of account, in which shall be entered fully and

accurately the transactions of the Company. Such books of account, together with (i) an executed copy of this Agreement (and any amendments hereto); (ii) the Certificate of the Company (and any amendments thereto); (iii) executed copies of any powers of attorney pursuant to which any of the aforesaid documents has been executed; and (iv) financial statements of the Company for each of the prior three years, shall at all times be maintained at the location specified in Section 1.02 hereof.

SECTION 11.03 Inspection Rights. Until the liquidation of the Company has been completed, the Member may examine the Company's books, records, accounts and assets, including bank balances, and may make, or cause to be made, any audit thereof at the Company's expense.

SECTION 11.04 Reports. The Managers shall prepare and transmit to the Member at the Company's expense such financial and other reports as shall be determined from time to time by the Member.

ARTICLE XII

WAIVER AND AMENDMENT

SECTION 12.01 Waiver and Amendment. Except for any waiver or amendment of the provisions of Sections 2.5 and 10.01 through 10.03 hereof which would adversely affect any Manager (or any Affiliate of a Manager), the terms and provisions of this Agreement may be waived, modified, terminated or amended at any time by the sole Member. The sole Member shall not waive or amend any provision of Sections 2.05 or 10.01 through 10.03 hereof in such a manner as would adversely affect any Manager (or any Affiliate of a Manager) without the written consent of such Manager.

ARTICLE XIII

GENERAL PROVISIONS

SECTION 13.01 Notices. Except where otherwise specifically provided in this Agreement, all notices, requests, consents, approvals and statements shall be in writing and shall be deemed to have been properly given by (i) personal delivery, (ii) first class mail, postage prepaid, (iii) electronic facsimile transmission, or (iv) courier service, addressed in each case: if to the Company, at the address where the Company's books and records are maintained as specified in Section 1.02 hereof; if to a Manager, at such Manager's address set forth in Schedule A; and if to the Member, to the Member's address set forth in Schedule A, or, in each case, to such other address or addresses (and/or by e-mail or other manner of delivery) as the addressee may have specified by written notice as aforesaid.

SECTION 13.02 Binding on Successors. This Agreement shall be binding upon and inure to the benefit of the respective heirs, successors, assigns and legal representatives of the parties hereto.

SECTION 13.03 **Counterparts.** This Agreement or any amendment hereto may be signed in any number of counterparts, each of which shall be an original, but all of which taken together shall constitute one agreement (or amendment, as the case may be).

SECTION 13.04 **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware.

SECTION 13.05 **Construction.** Whenever the content of this Agreement permits, the masculine gender shall include the feminine and neuter genders, and reference to singular or plural shall be interchangeable with the other. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the other provisions, and this Agreement shall be construed and reformed in all respects as if any such invalid or unenforceable provision(s) were omitted in order to give effect to the intent and purposes of this Agreement. References in this Agreement to particular sections of the Code or the Delaware Act shall be deemed to refer to such sections or provisions of the Code or the Delaware Act (or any successor legislation) as they may be amended after the date of this Agreement.

ARTICLE XIV

CERTAIN DEFINITIONS

SECTION 14.01 **Certain Definitions**. For purposes of this Agreement, the following terms have the respective meanings set forth below:

"Affiliate " means, with respect to the Person to which it refers, a Person that either (i) directly or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with, such Person or (ii) is the successor or assign to such Person.

"Agreement" means this Limited Liability Company Agreement, as it may be subsequently amended or restated in accordance with its terms.

"Capital Contribution " means the aggregate amount of cash or other property contributed by the Member to the Company pursuant to this Agreement.

"Certificate " means the certificate of formation of the Company and any amendments or restatements thereof as filed with the Delaware Secretary of State under the Delaware Act.

"Code " means the United States Internal Revenue Code of 1986 and the rules and regulations promulgated thereunder, as amended from time to time, or any successor statute thereto.

"Delaware Act" means the Delaware Limited Liability Company Act, as amended from time to time.

"Distributable Cash " means all cash of the Company that the Managers determine is available for distribution to the Member after the payment or provision for payment by the Company of all expenses incurred by the Company and in collecting any amounts then owed to the Company and so attributable.

“Indemnitee “ shall have the meaning set forth in Section 10.01.

“Majority of the Managers” means (i) at least four of the Managers if there are then six Managers, (ii) at least three of the Managers if there are then five or four Managers, (iii) at least two of the Managers if there are then three Managers, and (ii) both of the Managers if there are then only two Managers.

“Manager” means each of the Persons then serving as a Manager of the Company in accordance to Section 2.01 hereof, in his capacity as a Manager of the LLC.

“Member” means Clean Harbors Disposal Services, Inc., a Delaware corporation.

“Net Profit” or “Net Loss “ means, with respect to any fiscal year, the sum of the Company’s: (a) net profit or loss as determined in accordance with the Code and the Regulations thereunder, and (b) any income exempt from federal income tax, after deduction of all expenses properly chargeable to the Company for such fiscal year (whether deductible or non-deductible and whether described in Section 705(a)(2)(B) of the Code, treated as so described pursuant to Treasury Regulations Section 1.704-1(b)(2)(iv)(i), or otherwise). For this purpose, Net Profit or Net Loss shall be determined in accordance with tax accounting principles rather than generally accepted accounting principles, and any expenses required to be capitalized and included in the Company’s adjusted tax basis in any asset or which reduce the amount realized by the Company on the disposition of any asset shall be disregarded.

“Officers” means the President, the Senior Vice President, the Treasurer, the Secretary, and any such other officers of the Company as shall be elected by a Majority of the Managers or the sole Member in accordance with Section 2.02(a) hereof.

“Person “ means any individual, general partnership, limited partnership, limited liability company, corporation, joint venture, trust, business trust, cooperative or association and the heirs, executors, administrators, legal representative, successors and assigns of such Person where the context so admits.

“Treasury Regulations” mean the Regulations promulgated by the United States Department of the Treasury under the Code, as amended.

IN WITNESS WHEREOF, the undersigned have executed this Limited Liability Company Agreement as of the effective date first above written.

MANAGERS:

/s/ Eric W. Gerstenberg
Eric W. Gerstenberg

/s/ Gene A. Cookson
Gene A. Cookson

/s/ Stephen H. Moynihan
Stephen H. Moynihan

/s/ Roger A. Koenecke
Roger A. Koenecke

/s/ Carl Paschetag
Carl Paschetag

/s/ William J. Geary
William J. Geary

MEMBER:

CLEAN HARBORS DISPOSAL SERVICES, INC.

By: /s/ Stephen H. Moynihan
Stephen H. Moynihan
Senior Vice President

BATON ROUGE DISPOSAL, LLC

SCHEDULE A

Name and Address

Managers:

Eric W. Gerstenberg
c/o Clean Harbors, Inc.
1501 Washington Street
Braintree, MA 02184

Gene A. Cookson
c/o Clean Harbors, Inc.
1501 Washington Street
Braintree, MA 02184

Stephen H. Moynihan
c/o Clean Harbors, Inc.
1501 Washington Street
Braintree, MA 02184

Roger A. Koenecke
c/o Clean Harbors, Inc.
1501 Washington Street
Braintree, MA 02184

Carl Paschetag
c/o Clean Harbors, Inc.
1501 Washington Street
Braintree, MA 02184

William J. Geary
c/o Clean Harbors, Inc.
1501 Washington Street
Braintree, MA 02184

Sole Member:

Clean Harbors Disposal Services, Inc.
1501 Washington Street
Braintree, MA 02184

Exhibit 3.8

Bridgeport Disposal, LLC

CERTIFICATE OF FORMATION

Pursuant to the provisions of Section 18-201 of the Limited Liability Company Act of the State of Delaware (the "Act"), the undersigned, being duly authorized, hereby certifies and states as follows:

1. Name of the Limited Liability Company. The name of the limited liability company formed hereby is Bridgeport Disposal, LLC (the "LLC").

2. Registered Agent and Office of the LLC. The name of the registered agent of the LLC in the State of Delaware is Capitol Corporate Services, Inc. and the registered office address of the registered agent for the purposes of Section 18-104 of the Act is 32 Loockerman Square, Suite 109, Dover, Kent County, Delaware 19901.

IN WITNESS WHEREOF, the undersigned hereby affirms that the facts stated herein are true, this 30th day of April, 2002.

/s/ C. Michael Malm

C. Michael Malm, Authorized Person

BRIDGEPORT DISPOSAL, LLC

LIMITED LIABILITY COMPANY AGREEMENT

LIMITED LIABILITY COMPANY AGREEMENT effective as of May 1, 2002, by and among Eric W. Gerstenberg, Gene A. Cookson, Stephen H. Moynihan, Roger A. Koenecke, Carl Paschetag, and William J. Geary, as Managers; and Clean Harbors Disposal Services, Inc., a Delaware corporation, as the sole Member. Certain capitalized terms used herein have the respective meanings set forth in Section 14.01 hereof.

ARTICLE I
CAPITAL CORPORATE SERVICES, INC.,
ORGANIZATION

SECTION 1.01 Formation of the Company. Bridgeport Disposal, LLC (the "Company") has been formed as a limited liability company under the Delaware Limited Liability Company Act *(6 Del. C § 18-101, et seq.)*, as amended from time to time (the "Delaware Act"), through the filing of the Certificate with the Delaware Secretary of State on the effective date of this Agreement. The parties hereto agree to conduct the business of the Company in accordance with the provisions of the Act and of this Agreement.

SECTION 1.02 Name, Registered Office, and Maintenance of Books and Records. The name of the Company is "Bridgeport Disposal, LLC." The initial address of the Company's registered office in Delaware is 32 Lookerman Square, Suite 109, Dover, Dent County, Delaware 19901, and its initial agent at such address for service of process is Capitol Corporate Services, Inc. The Company's books and records shall be maintained at c/o Clean Harbors, Inc., 1501 Washington Street, Braintree, Massachusetts 02184. A Majority of the Managers may change the location at which the Company's books and records shall be maintained to such other location within the United States as such Managers may determine at any time, upon written notice to the Member stating such new location. A Majority of the Managers may also change the Company's registered agent from time to time in their sole discretion.

SECTION 1.03 Purposes. The purposes and objectives of the Company are to own, lease, manage and/or operate a licensed hazardous waste facility, to provide environmental services, and to engage in any other lawful activities allowed to be conducted by a limited liability company.

SECTION 1.04 Powers. Subject to the terms of this Agreement, and consistent with the purposes stated in Section 1.03 hereof, the Company shall have the following powers: (i) to enter into all agreements and engage in all activities and transactions necessary or advisable to carry out the Company's purposes; and (ii) to have all other powers available to it as a limited liability company organized under the laws of the State of Delaware. Without limitation of the foregoing, the Company shall have the powers: to acquire and dispose of assets and other property; to act as a general partner, limited partner, manager and/or member of any other Person; negotiate, enter into, and modify agreements including, without limitation, partnership agreements, limited liability company agreements, and leases or subleases of any real estate or

personal property; to incur obligations for and in connection with its business; to borrow money and provide guarantees for the obligations of other Persons and, if required by any lender, as security therefor to mortgage, pledge and grant security interests in all or any part of the assets and other property owned by the Company; to repay, in whole or in part, refinance, consolidate, recast, increase, modify or extend any loans which may affect any of the assets and other property owned by the Company; and to execute any and all other documents and instruments and exercise all powers necessary or appropriate to carry out the business of the Company.

ARTICLE II

CONDUCT AND MANAGEMENT OF THE LLC

SECTION 2.01 Managers. Except as otherwise provided in this Agreement for actions which require or permit approval by the sole Member, the business of the Company shall be under the control of the Managers. The names and current addresses of the initial Managers are as described in Schedule A hereto. One or more substitute or additional Managers may be elected at any time in the future by the sole Member. Each of the original Managers and any such substitute or additional Managers shall serve as a Manager until either (i) his voluntary resignation as a Manager, or (ii) his removal as a Manager with or without cause at any time by a Majority of the Managers or the sole Member. The Managers shall not be required to make any Capital Contributions to the Company.

SECTION 2.02 Officers.

(a) In order to facilitate the day-to-day operation of the Company's business, the Company shall have the following Officers: a President, Senior Vice Presidents, a Treasurer and a Secretary, and any such additional Officers as a Majority of the Managers may from time to time deem appropriate. The President shall be a Manager, but none of the other Officers need be a Manager. Unless otherwise determined from time to time by a Majority of the Managers or by the sole Member, Eric W. Gerstenberg shall be the President, Steven H. Moynihan shall be a Senior Vice President and an Assistant Treasurer, Roger Koenecke shall be a Senior Vice President, Carl Paschetag shall be the Treasurer, William J. Geary shall be a Vice President and the Assistant Secretary, and C. Michael Malm shall be Secretary. Unless otherwise determined from time to time by a Majority of the Managers or the sole Member, the President shall be the chief executive officer of the LLC, the Treasurer shall be responsible for maintaining the funds and financial books and records of the LLC, and the Secretary shall be responsible for maintaining the records of actions (whether by written consent or meeting) of the Managers and of the sole Member and the other non-financial records of the LLC. Each of the Officers of the LLC may be removed (and his successors elected) at any time by a Majority of the Managers or the sole Member.

(b) Except as may otherwise be determined from time to time by a Majority of the Managers or the sole Member, the Managers hereby delegate to the President and any Senior Vice President then in office full authority to act on behalf of the LLC. Except as may otherwise be determined from time to time by a Majority of the Managers or the sole Member, each of the President and Senior Vice Presidents shall have, without further approval or consent of any of the other Managers or the sole Member, full authority: to acquire and dispose of assets and other

property on behalf of the LLC; to negotiate, enter into, execute or modify agreements on behalf of the LLC including, without limitation, partnership agreements, limited liability company agreements, and leases or subleases of any real estate or personal property; to incur obligations for and on behalf of the LLC for and in connection with its business; to borrow money and provide guarantees for the obligations of other Persons and, if required by any lender, as security therefor to mortgage, pledge and grant security interests in all or any part of the assets and other property owned by the Company; to repay, in whole or in part, refinance, consolidate, recast, increase, modify or extend any loans which may affect any of the assets and other property owned by the Company; and to execute any and all other documents and instruments and exercise all powers necessary or appropriate to carry out the business of the Company.

SECTION 2.03 Authorization.

(a) Every contract, agreement, and other instrument executed on behalf of the Company by any Manager, the President or any Senior Vice President, or by another Officer of the Company, if such execution is authorized by a Majority of the Managers, shall be conclusive evidence in favor of every person or entity relying thereon or claiming thereunder that at the time of the delivery thereof (i) the Company was in existence, (ii) this Agreement had not been terminated or canceled or amended in any manner so as to restrict such authority (except as shown in the Certificate or other instrument duly filed with the Secretary of State of the State of Delaware), and (iii) the execution and delivery of such instrument were duly authorized by the Managers and/or the sole Member to the extent required.

(b) Any person or entity dealing with the Company may always rely on a certificate signed by any Manager, the President, any Senior Vice President, the Secretary or an Assistant Secretary:

(i) as to who are the Managers, the Officers or the Member of the Company,

(ii) as to the existence or nonexistence of any fact or facts which (A) constitute conditions precedent to acts by the Company, or (B) are in any other manner germane to the affairs of the Company,

(iii) as to who is authorized to execute and deliver any instrument or document on behalf of the Company,

(iv) as to the authenticity of any copy of this Agreement and amendments thereto, or

(v) as to any act or failure to act by the Company, or as to any other matter whatsoever involving the Company or any Manager or Officer or Member of the Company.

SECTION 2.04 Actions by Managers or the Sole Member. Approval of any action by the Company which under the terms of this Agreement requires approval by a Majority of the Managers may be granted either by a written consent signed by a Majority of the Managers or by an affirmative vote of a Majority of the Managers at a meeting held for such purpose either with or without prior notice. Any Manager may participate in any such meeting by telephone if all Managers participating in any such meeting shall be able to hear the other participating

Managers. The participation of a Majority of the Managers shall constitute a quorum for all purposes. If any action is approved by a Majority of the Managers but any Manager shall not sign any written consent by which, or shall not participate in any meeting at which, such approval was granted, the Secretary of the Company shall promptly provide to such Manager following the date of such written consent or meeting a copy of such written consent or minutes of such meeting. Any action taken by the sole Member under the terms of this Agreement shall be by written consent of the sole Member.

SECTION 2.05 **Duty of Care.** The sole Member acknowledges that decisions concerning the Company's activities will involve the exercise of judgment and a risk of loss. The Managers, the Officers and their Affiliates shall not be liable to the Company or the Member for any loss suffered by the Company or the Member which arises out of any action or omission of a Manager, an Officer or any Affiliate of a Manager or an Officer, provided that (i) such Manager, Officer or Affiliate determined, in good faith, that such course of conduct was in, or not opposed to, the best interest of the Company or was otherwise permitted by this Agreement, and (ii) such course of conduct did not constitute gross negligence or willful malfeasance, a material breach of this Agreement, or an intentional violation of federal or state law by such Manager, Officer or Affiliate. The Managers, the Officers, and their Affiliates shall not be liable for the negligence, whether of omission or commission, dishonesty or bad faith of any employee, broker or other agent of the Company selected by the Managers or the Officers with reasonable care. Furthermore, the Managers, the Officers, and their Affiliates shall be entitled to indemnification by the Company to the extent provided in Article X hereof.

ARTICLE III

MEMBER

SECTION 3.01 **Name, Address, and Capital Contribution**. The name and current address of the sole Member are as described in Schedule A hereto. On and after the date of this Agreement, the Member shall make to the Company either in cash or in other tangible or intangible property such Capital Contributions as shall be determined by the Member. The Treasurer shall record the Member's Capital Contributions on the financial records of the Company.

SECTION 3.02 **Limited Liability.** In accordance with the Delaware Act, the liability of the Member to the Company and its creditors shall be limited to (i) any unpaid Capital Contribution which the Member has agreed to make to the Company; (ii) the amount of any distribution previously received from the Company which the Member may be required to return to the Company pursuant to Section 18-607(b) of the Delaware Act; and (iii) the unpaid balance of any other payments (if any) that the Member expressly is required, pursuant to this Agreement, to make to the Company.

SECTION 3.03 **No Control of Company**. Except as otherwise provided in this Agreement, the Member, in its capacity as such, shall not take part in the management or control of the affairs of the Company, or undertake any transactions on behalf of the Company, or have any power to sign for or otherwise to bind the Company.

SECTION 3.04 **Dissolution, Liquidation or Bankruptcy.** The dissolution, liquidation or bankruptcy of the Member shall not result in the termination of the Company, but the rights of the Member under this Agreement shall accrue to the Member's successors, estate or legal representatives. Except as expressly provided in this Agreement, no other event affecting the Member (including but not limited to insolvency) shall affect this Agreement.

ARTICLE IV

EXPENSES AND COMPENSATION

SECTION 4.01 **No Management Fee.** The Company shall not be obligated to pay to the Managers (or any Affiliate of the Managers) any management fee or similar compensation. However, the Managers shall be entitled to receive compensation from the Member and its Affiliates in the Managers' respective capacities as officers and employees of the Member and its Affiliates.

SECTION 4.02 **Expenses.** The Company shall be responsible for the payment from its own funds of all of the Company's expenses.

ARTICLE V

DISTRIBUTIONS

SECTION 5.01 **Amount, Timing and Form.** The Managers shall determine in their discretion the amount, timing and form of all distributions of Distributable Cash to be made by the Company to the sole Member.

ARTICLE VI

TAX ALLOCATIONS

SECTION 6.01 **Allocations of Net Profit or Net Loss.** As described in Articles II, III and V above, the sole Member shall be responsible for all Capital Contributions to the Company, and the Company shall make all distributions to the Member. All distributions of Net Profit or Net Loss by the Company will accordingly be made to the Member. The Company shall therefore be treated for U.S. federal income tax purposes as a "disregarded entity" of which all of the beneficial interests are held by the sole Member.

ARTICLE VII

DURATION OF THE COMPANY

SECTION 7.01 **Term of Company.** The term of the Company commenced on the filing of the Certificate with the Delaware Secretary of State and shall continue until the date on which the Company is dissolved as provided in Sections 7.02 or 7.03 or by operation of law.

SECTION 7.02 **Dissolution Upon Sale of Assets**. The Company shall be dissolved in the event of the sale or distribution by the Company of all or substantially all of the assets of the Company.

SECTION 7.03 **Dissolution by Written Consent of Member.** The sole Member may dissolve the Company at any time by written consent executed by the Member and a copy of which shall be provided to the Managers.

ARTICLE VIII

LIQUIDATION OF THE COMPANY

SECTION 8.01 **General Provisions.** Following the dissolution of the Company in accordance with Article VII hereof, the Company's assets shall be liquidated in an orderly manner. The Managers (or, at the Managers' election, another Person selected by a Majority of the Managers) shall be the liquidator to wind up the affairs of the Company pursuant to this Agreement.

SECTION 8.02 **Liquidating Distributions.** The liquidator shall pay or provide for the satisfaction of the Company's liabilities and obligations to creditors. Any Net Profit or Net Loss realized in connection with the liquidation of the Company shall be allocated to the Member pursuant to Article VI hereof, and the remaining assets of the Company shall then be distributed to the Member. In performing its duties, the liquidator is authorized to sell, exchange or otherwise dispose of the assets of the Company in such reasonable manner as the liquidator shall determine to be in the best interest of the Company and the Member.

SECTION 8.03 **Expenses of Liquidator.** The expenses incurred by the liquidator in connection with winding up the Company, and all other losses or liabilities of the Company incurred in accordance with the terms of this Agreement, shall be borne by the Company.

SECTION 8.04 **Duration of Liquidation.** A reasonable time shall be allowed for the winding up of the affairs of the Company in order to minimize any losses otherwise associated with such a winding up.

SECTION 8.05 **Duty of Care.** The liquidator shall not be liable to the Company or the Member for any loss attributable to any act or omission of the liquidator in good faith and in a manner such liquidator reasonably believed to be in, or not opposed to, the best interests of the Company in connection with the liquidation of the Company and distribution of its assets and provided that such act or omission did not constitute gross negligence, willful misconduct or a material breach of this Agreement. The liquidator may consult with counsel, investment banking firms, consultants and accountants with respect to liquidating the Company and distributing its assets and may act or omit to act in accordance with the advice of such counsel, investment banking firms, consultants or accountants, provided they shall have been selected with reasonable care.

SECTION 8.06 **No Liability for Return of Capital.** The liquidator(s), the Managers and their respective officers, directors, agents and Affiliates shall not be personally liable for the return of the Capital Contribution of the Member to the Company.

ARTICLE IX

TRANSFER OF INTERESTS

SECTION 9.01 Limitation on Transfer of Rights and Obligations of Managers. The Managers shall not assign, pledge, mortgage, hypothecate, sell or otherwise dispose of or encumber all or any part of their rights or obligations under this Agreement without the prior written consent of the Member.

SECTION 9.02 Transfer of Member Interests. Except as may otherwise be required to comply with applicable federal and state laws, the sole Member shall have the right to transfer all or any part of its interests in the Company by delivery to the Company of an assignment in writing duly executed by the Member.

ARTICLE X

INDEMNIFICATION

SECTION 10.01 General Provisions.

(a) Subject to the limitations set forth below in this Article X, each of the Managers, the Officers, the Affiliates of the Managers and the Officers, and the liquidator (if any), (each such Person being referred to hereafter as an "Indemnitee"), shall be indemnified by the Company (but only out of Company assets, including the proceeds of liability insurance) against any claim, demand, controversy, dispute, cost, loss, damage, expense (including attorneys' fees), judgment and/or liability incurred by or imposed upon the Indemnitee in connection with any action, suit or proceeding (including any proceeding before any administrative or legislative body or agency), to which the Indemnitee shall become a party or shall be threatened to become a party, by reason of the Indemnitee's being at the time the cause of action arose or thereafter, a Manager, an Officer, an Affiliate of a Manager or an Officer,, a liquidator (if any), or a director, officer, member, partner, employee, consultant or other agent of any other organization in which the Company owns an interest, which other organization the Indemnitee serves or has served as director, officer, manager, member, partner, employee, consultant or other agent at the request of the Company (whether or not the Indemnitee continues to serve in such capacity at the time such action, suit or proceeding is brought or threatened). Each Indemnitee may be entitled to such indemnification notwithstanding that the Company has sold, assigned, distributed or otherwise transferred its investment in such other organization prior to the time that such action, suit or proceeding is brought or threatened.

(b) The Indemnitee shall not be indemnified with respect to matters as to which the Indemnitee shall have been finally adjudicated in any such action, suit or proceeding (i) not to have acted in good faith and in the reasonable belief that the Indemnitee's action was in accordance with such Person's obligations to the Company or to have acted with gross negligence or a willful disregard of his duties, or in breach of his fiduciary obligations, or (ii) with respect to any criminal action or proceeding, not to have had cause to believe beyond any reasonable doubt the Indemnitee's conduct was criminal. In the event of settlement of any action, suit or proceeding brought or threatened, the indemnification provided for in this Article X shall

apply to all matters covered by the settlement except for matters as to which the Company is advised by counsel (who may be counsel regularly retained to represent the Company) that the Person seeking indemnification, in the opinion of such counsel, did not act in good faith or acted with gross negligence or a willful disregard of such Person's duties, or in breach of such Person's fiduciary obligations, or, with respect to any criminal action or proceeding, that the Person seeking indemnification had reasonable cause to believe such Person's conduct was criminal.

(c) The right of indemnification provided for in this Article X shall be in addition to any rights to which any Indemnitee may otherwise be entitled and shall inure to the benefit of the executors, administrators, personal representatives, successors or assigns of each such Indemnitee. Such Indemnitee shall first use reasonable efforts to pursue other readily available sources of indemnification before pursuing a claim for indemnification against the Company under this Article X.

SECTION 10.02 Advance Payment of Expenses. The Company shall pay the expenses incurred by an Indemnitee in defending a civil or criminal action, suit or proceeding, or in opposing any claim arising in connection with any potential or threatened civil or criminal action, suit or proceeding, in advance of the final disposition of such action, suit or proceeding, upon receipt of an undertaking by such Indemnitee satisfactory to the Managers to repay such payment if he shall be determined to be not entitled to indemnification therefor as provided herein; provided, however, that in such instance the Indemnitee is not commencing an action, suit, or proceeding against the Company, or defending an action, suit or proceeding commenced against the Indemnitee by the Company, or opposing a claim by the Company arising in connection with any such potential or threatened action, suit or proceeding.

SECTION 10.03 Insurance. At its election, the Managers may cause the Company to purchase and maintain insurance, at the expense of the Company and to the extent available, for the protection of the Managers, the Officers, the Affiliates of the Managers and the Officers, any liquidator, and the directors, officers, employees, consultants or other agents of any such Person, against any liability incurred by any such Person in any such capacity or arising out of his status as such, whether or not the Company has the power to indemnify such Person against such liability. The Managers may also cause the Company to purchase and maintain insurance for the protection of any officer, director, employee, consultant or other agent of any other organization in which the Company owns an interest or of which the Company is a creditor against similar liabilities, whether or not the Company has the power to indemnify any such Person against such liabilities.

ARTICLE XI

ACCOUNTING; RECORDS AND REPORTS

SECTION 11.01 Fiscal Year. The fiscal year of the Company shall be the calendar year, or such other year as required by the Code.

SECTION 11.02 Keeping of Accounts and Records. At all times the Managers shall cause to be kept proper and complete books of account, in which shall be entered fully and

accurately the transactions of the Company. Such books of account, together with (i) an executed copy of this Agreement (and any amendments hereto); (ii) the Certificate of the Company (and any amendments thereto); (iii) executed copies of any powers of attorney pursuant to which any of the aforesaid documents has been executed; and (iv) financial statements of the Company for each of the prior three years, shall at all times be maintained at the location specified in Section 1.02 hereof.

SECTION 11.03 Inspection Rights. Until the liquidation of the Company has been completed, the Member may examine the Company's books, records, accounts and assets, including bank balances, and may make, or cause to be made, any audit thereof at the Company's expense.

SECTION 11.04 Reports. The Managers shall prepare and transmit to the Member at the Company's expense such financial and other reports as shall be determined from time to time by the Member.

ARTICLE XII

WAIVER AND AMENDMENT

SECTION 12.01 Waiver and Amendment. Except for any waiver or amendment of the provisions of Sections 2.5 and 10.01 through 10.03 hereof which would adversely affect any Manager (or any Affiliate of a Manager), the terms and provisions of this Agreement may be waived, modified, terminated or amended at any time by the sole Member. The sole Member shall not waive or amend any provision of Sections 2.05 or 10.01 through 10.03 hereof in such a manner as would adversely affect any Manager (or any Affiliate of a Manager) without the written consent of such Manager.

ARTICLE XIII

GENERAL PROVISIONS

SECTION 13.01 Notices. Except where otherwise specifically provided in this Agreement, all notices, requests, consents, approvals and statements shall be in writing and shall be deemed to have been properly given by (i) personal delivery, (ii) first class mail, postage prepaid, (iii) electronic facsimile transmission, or (iv) courier service, addressed in each case: if to the Company, at the address where the Company's books and records are maintained as specified in Section 1.02 hereof; if to a Manager, at such Manager's address set forth in Schedule A; and if to the Member, to the Member's address set forth in Schedule A, or, in each case, to such other address or addresses (and/or by e-mail or other manner of delivery) as the addressee may have specified by written notice as aforesaid.

SECTION 13.02 Binding on Successors. This Agreement shall be binding upon and inure to the benefit of the respective heirs, successors, assigns and legal representatives of the parties hereto.

SECTION 13.03 **Counterparts.** This Agreement or any amendment hereto may be signed in any number of counterparts, each of which shall be an original, but all of which taken together shall constitute one agreement (or amendment, as the case may be).

SECTION 13.04 **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware.

SECTION 13.05 **Construction.** Whenever the content of this Agreement permits, the masculine gender shall include the feminine and neuter genders, and reference to singular or plural shall be interchangeable with the other. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the other provisions, and this Agreement shall be construed and reformed in all respects as if any such invalid or unenforceable provision(s) were omitted in order to give effect to the intent and purposes of this Agreement. References in this Agreement to particular sections of the Code or the Delaware Act shall be deemed to refer to such sections or provisions of the Code or the Delaware Act (or any successor legislation) as they may be amended after the date of this Agreement.

ARTICLE XIV

CERTAIN DEFINITIONS

SECTION 14.01 **Certain Definitions**. For purposes of this Agreement, the following terms have the respective meanings set forth below:

"Affiliate " means, with respect to the Person to which it refers, a Person that either (i) directly or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with, such Person or (ii) is the successor or assign to such Person.

"Agreement" means this Limited Liability Company Agreement, as it may be subsequently amended or restated in accordance with its terms.

"Capital Contribution " means the aggregate amount of cash or other property contributed by the Member to the Company pursuant to this Agreement.

"Certificate " means the certificate of formation of the Company and any amendments or restatements thereof as filed with the Delaware Secretary of State under the Delaware Act.

"Code " means the United States Internal Revenue Code of 1986 and the rules and regulations promulgated thereunder, as amended from time to time, or any successor statute thereto.

"Delaware Act" means the Delaware Limited Liability Company Act, as amended from time to time.

"Distributable Cash " means all cash of the Company that the Managers determine is available for distribution to the Member after the payment or provision for payment by the Company of all expenses incurred by the Company and in collecting any amounts then owed to the Company and so attributable.

“Indemnitee “ shall have the meaning set forth in Section 10.01.

“Majority of the Managers” means (i) at least four of the Managers if there are then six Managers, (ii) at least three of the Managers if there are then five or four Managers, (iii) at least two of the Managers if there are then three Managers, and (ii) both of the Managers if there are then only two Managers.

“Manager” means each of the Persons then serving as a Manager of the Company in accordance to Section 2.01 hereof, in his capacity as a Manager of the LLC.

“Member” means Clean Harbors Disposal Services, Inc., a Delaware corporation.

“Net Profit” or “Net Loss “ means, with respect to any fiscal year, the sum of the Company’s: (a) net profit or loss as determined in accordance with the Code and the Regulations thereunder, and (b) any income exempt from federal income tax, after deduction of all expenses properly chargeable to the Company for such fiscal year (whether deductible or non-deductible and whether described in Section 705(a)(2)(B) of the Code, treated as so described pursuant to Treasury Regulations Section 1.704-1(b)(2)(iv)(i), or otherwise). For this purpose, Net Profit or Net Loss shall be determined in accordance with tax accounting principles rather than generally accepted accounting principles, and any expenses required to be capitalized and included in the Company’s adjusted tax basis in any asset or which reduce the amount realized by the Company on the disposition of any asset shall be disregarded.

“Officers” means the President, the Senior Vice President, the Treasurer, the Secretary, and any such other officers of the Company as shall be elected by a Majority of the Managers or the sole Member in accordance with Section 2.02(a) hereof.

“Person “ means any individual, general partnership, limited partnership, limited liability company, corporation, joint venture, trust, business trust, cooperative or association and the heirs, executors, administrators, legal representative, successors and assigns of such Person where the context so admits.

“Treasury Regulations” mean the Regulations promulgated by the United States Department of the Treasury under the Code, as amended.

IN WITNESS WHEREOF, the undersigned have executed this Limited Liability Company Agreement as of the effective date first above written.

MANAGERS:

/s/ Eric W. Gerstenberg
Eric W. Gerstenberg

/s/ Gene A. Cookson
Gene A. Cookson

/s/ Stephen H. Moynihan
Stephen H. Moynihan

/s/ Roger A. Koenecke
Roger A. Koenecke

/s/ Carl Paschetag
Carl Paschetag

/s/ William J. Geary
William J. Geary

MEMBER:

CLEAN HARBORS DISPOSAL SERVICES, INC.

By: /s/ Stephen H. Moynihan
Stephen H. Moynihan
Senior Vice President

BRIDGEPORT DISPOSAL, LLC

SCHEDULE A

Name and Address

Managers:

Eric W. Gerstenberg
c/o Clean Harbors, Inc.
1501 Washington Street
Braintree, MA 02184

Gene A. Cookson
c/o Clean Harbors, Inc.
1501 Washington Street
Braintree, MA 02184

Stephen H. Moynihan
c/o Clean Harbors, Inc.
1501 Washington Street
Braintree, MA 02184

Roger A. Koenecke
c/o Clean Harbors, Inc.
1501 Washington Street
Braintree, MA 02184

Carl Paschetag
c/o Clean Harbors, Inc.
1501 Washington Street
Braintree, MA 02184

William J. Geary
c/o Clean Harbors, Inc.
1501 Washington Street
Braintree, MA 02184

Sole Member:

Clean Harbors Disposal Services, Inc.
1501 Washington Street
Braintree, MA 02184

Exhibit 3.9

CH International Holdings, LLC

CERTIFICATE OF FORMATION

Pursuant to the provisions of Section 18-201 of the Limited Liability Company Act of the State of Delaware (the "Act"), the undersigned, being duly authorized, hereby certifies and states as follows:

1. Name of the Limited Liability Company. The name of the limited liability company formed hereby is CH International Holdings, LLC (the "Company").

2. Registered Agent and Office of the Company. The name of the registered agent of the Company in the State of Delaware is The Corporation Trust Company and the registered office address of the registered agent for the purposes of Section 18-104 of the Act is 1209 Orange Street, Wilmington, County of New Castle, Delaware 19801.

3. Effective Date: 12/31/09.

IN WITNESS WHEREOF, the undersigned hereby affirms that the facts stated herein are true, this 23rd day of December, 2009.

/s/ C. Michael Malm

C. Michael Malm, *an Authorized Person*

CH INTERNATIONAL HOLDINGS, LLC

LIMITED LIABILITY COMPANY AGREEMENT

LIMITED LIABILITY COMPANY AGREEMENT made this December 31, 2009 and effective as of the Effective Date, by and among **James M. Rutledge**, as Manager; and **Clean Harbors, Inc**., a Massachusetts corporation, as the sole Initial Member. Certain capitalized terms used herein have the respective meanings set forth in Section 14.01 hereof.

ARTICLE I
ORGANIZATION

SECTION 1.01 Formation of the Company. CH International Holdings, LLC (the "Company") is formed as a limited liability company under the Delaware Limited Liability Company Act *(6 Del. C § 18-101, et seq.)*, as amended from time to time (the "Delaware Act"), through the filing of the Certificate with the Delaware Secretary of State on the Effective Date of this Agreement. The parties hereto agree to conduct the business of the Company in accordance with the provisions of the Delaware Act and of this Agreement.

SECTION 1.02 Name, Registered Office, and Maintenance of Books and Records. The name of the Company is "CH International Holdings, LLC." The initial address of the Company's registered office in Delaware is Corporation Trust Center, 1209 Orange Street, Wilmington, Newcastle County, Delaware 19801, and its initial agent at such address for service of process is The Corporation Trust Company. The Company's books and records shall be maintained at c/o Davis, Malm & D'Agostine, P.C., One Boston Place, 37th Floor, Boston, Massachusetts 02108. A Majority of the Managers may change the location at which the Company's books and records shall be maintained to such other location within the United States as such Managers may determine at any time, upon written notice to the Members stating such new location. A Majority of the Managers may also change the Company's registered agent from time to time in their sole discretion.

SECTION 1.03 Purposes. The purposes and objectives of the Company are (a) to buy, own, sell, lease, manage, operate, improve, develop and otherwise deal in real property, and (b) to engage in any other lawful activities allowed to be conducted by a limited liability company under the Delaware Act.

SECTION 1.04 Powers. Subject to the terms of this Agreement, and consistent with the purposes stated in Section 1.03 hereof, the Company shall have the following powers: (i) to enter into all agreements and engage in all activities and transactions necessary or advisable to carry out the Company's purposes; and (ii) to have all other powers available to it as a limited liability company organized under the laws of the State of Delaware. Without limitation of the foregoing, the Company shall have the powers: to acquire and dispose of assets and other property; to act as a general partner, limited partner, manager and/or member of any other Person; negotiate, enter into, and modify agreements including, without limitation, partnership agreements, limited liability company agreements, and leases or subleases of any real estate or personal property; to incur obligations for and in connection with its business; to borrow money and provide guarantees for the obligations of other Persons and, if required by any lender, as

security therefor to mortgage, pledge and grant security interests in all or any part of the assets and other property owned by the Company; to repay, in whole or in part, refinance, consolidate, recast, increase, modify or extend any loans which may affect any of the assets and other property owned by the Company; and to execute any and all other documents and instruments and exercise all powers necessary or appropriate to carry out the business of the Company.

ARTICLE II

CONDUCT AND MANAGEMENT OF THE COMPANY

SECTION 2.01 Managers. Except as otherwise provided in this Agreement, the business of the Company shall be conducted by and under the control of the Managers. The names and current addresses of the initial Managers are as described in Schedule A hereto. One or more substitute or additional Managers may be elected at any time in the future by the Members. Each of the original Managers and any such substitute or additional Managers shall serve as a Manager until either (i) his voluntary resignation as a Manager, or (ii) his removal as a Manager with or without cause at any time by a Majority of the Managers or by the Members. The Managers shall not be required to make any Capital Contributions to the Company.

SECTION 2.02 Officers.

(a) In order to facilitate the day-to-day operation of the Company's business, the Company shall have the following Officers: a President, a Vice President, a Treasurer and a Secretary, and any such additional Officers as a Majority of the Managers may from time to time deem appropriate. The President shall be a Manager, but none of the other Officers need be a Manager. Unless otherwise determined from time to time by a Majority of the Managers or by the Members, the President shall be the chief executive officer of the Company, the Treasurer shall be responsible for maintaining the funds and financial books and records of the Company, and the Secretary shall be responsible for maintaining the records of actions (whether by written consent or meeting) of the Managers and of the Members and the other non-financial records of the Company.

(b) Each of the Officers of the Company may be removed (and his successors elected) at any time by a Majority of the Managers or by the Members.

(c) Except as may otherwise be determined from time to time by a Majority of the Managers or by the Members, the Managers hereby delegate to the President then in office full authority to act on behalf of the Company. Except as may otherwise be determined from time to time by a Majority of the Managers or the Members, the President shall have, without further approval or consent of any of the other Managers or the Members, full authority: to acquire and dispose of assets and other property on behalf of the Company; to negotiate, enter into, execute or modify agreements on behalf of the Company including, without limitation, partnership agreements, limited liability company agreements, and leases or subleases of any real estate or personal property; to incur obligations for and on behalf of the Company for and in connection with its business; to borrow money and provide guarantees for the obligations of other Persons and, if required by any lender, as security therefor to mortgage, pledge and grant security interests in all or any part of the assets and other property owned by the Company; to

repay, in whole or in part, refinance, consolidate, recast, increase, modify or extend any loans which may affect any of the assets and other property owned by the Company; and to execute any and all other documents and instruments and exercise all powers necessary or appropriate to carry out the business of the Company.

SECTION 2.03 Authorization.

(a) Every contract, agreement, and other instrument executed on behalf of the Company by any Manager, or by the President, or (if such execution is authorized by a Majority of the Managers) by any other Officer of the Company, shall be conclusive evidence in favor of every Person relying thereon or claiming thereunder that at the time of the delivery thereof (i) the Company was in existence, (ii) this Agreement had not been terminated or canceled or amended in any manner so as to restrict such authority (except as shown in the Certificate or other instrument duly filed with the Secretary of State of the State of Delaware), and (iii) the execution and delivery of such instrument were duly authorized by the Managers and/or the Members to the extent required.

(b) Any person or entity dealing with the Company may always rely on a certificate signed by any Manager, the President, any Senior Vice President, the Secretary or an Assistant Secretary:

(i) as to who are the Managers, the Officers or the Member of the Company,

(ii) as to the existence or nonexistence of any fact or facts which (A) constitute conditions precedent to acts by the Company, or (B) are in any other manner germane to the affairs of the Company,

(iii) as to who is authorized to execute and deliver any instrument or document on behalf of the Company,

(iv) as to the authenticity of any copy of this Agreement and amendments thereto, or

(v) as to any act or failure to act by the Company, or as to any other matter whatsoever involving the Company or any Manager or Officer or Member of the Company.

SECTION 2.04 Actions by Managers. Approval of any action by the Company which under the terms of this Agreement requires approval by a Majority of the Managers may be granted either by a written consent signed by a Majority of the Managers or by an affirmative vote of a Majority of the Managers at a meeting held for such purpose either with or without prior notice. Any Manager may participate in any such meeting by telephone if all Managers participating in any such meeting shall be able to hear the other participating Managers. The participation of a Majority of the Managers shall constitute a quorum for all purposes. If any action is approved by a Majority of the Managers but any Manager shall not sign any written consent by which, or shall not participate in any meeting at which, such approval was granted,

the Secretary of the Company shall promptly provide to such Manager following the date of such written consent or meeting a copy of such written consent or minutes of such meeting.

SECTION 2.05 **Actions by Members.** Approval of any action by the Company which under the terms of this Agreement requires approval by the Members may be granted by the written consent of Members holding more than fifty percent (50%) of the capital interests in the Company.

SECTION 2.06 **Duty of Care.** The Members each acknowledge that decisions concerning the Company's activities will involve the exercise of judgment and a risk of loss. The Managers, the Officers and their Affiliates shall not be liable to the Company or to the Members for any loss suffered by the Company or by the Members which arises out of any action or omission of a Manager, an Officer or any Affiliate of a Manager or an Officer, provided that (i) such Manager, Officer or Affiliate determined, in good faith, that such course of conduct was in, or not opposed to, the best interest of the Company or was otherwise permitted by this Agreement, and (ii) such course of conduct did not constitute gross negligence or willful malfeasance, a material breach of this Agreement, or an intentional violation of federal or state law by such Manager, Officer or Affiliate. The Managers, the Officers, and their Affiliates shall not be liable for the negligence, whether of omission or commission, dishonesty or bad faith of any employee, broker or other agent of the Company selected by the Managers or the Officers with reasonable care. Furthermore, the Managers, the Officers, and their Affiliates shall be entitled to indemnification by the Company to the extent provided in Article X hereof.

ARTICLE III

MEMBERS

SECTION 3.01 **Name, Address, and Capital Contribution**. The name and current address of the Initial Member is as described in Schedule A hereto. On and after the date of this Agreement, the Initial Member shall make to the Company either in cash or in other tangible or intangible property such Capital Contributions as shall be determined by the Initial Member, and other substitute or additional Members may make such additional Capital Contributions as may be agreed. The Treasurer shall record each Member's Capital Contributions on the financial records of the Company.

SECTION 3.02 **Limited Liability.** In accordance with the Delaware Act, the liability of the Members to the Company and its creditors shall be limited to (i) any unpaid Capital Contribution which the Member has agreed to make to the Company; (ii) the amount of any distribution previously received from the Company which the Members may be required to return to the Company pursuant to Section 18-607(b) of the Delaware Act; and (iii) the unpaid balance of other payments (if any) that the Members expressly are required, pursuant to this Agreement, to make to the Company.

SECTION 3.03 **No Control of Company**. Except as otherwise provided in this Agreement, the Members, in their capacity as such, shall not take part in the management or control of the affairs of the Company, or undertake any transactions on behalf of the Company, or have any power to sign for or otherwise to bind the Company.

SECTION 3.04 **Dissolution, Liquidation or Bankruptcy.** The dissolution, liquidation or bankruptcy of any Member shall not result in the termination of the Company, but the rights of the Members under this Agreement shall accrue to the Members' successors, estate or legal representatives. Except as expressly provided in this Agreement, no other event affecting the Members (including but not limited to insolvency) shall affect this Agreement.

ARTICLE IV

EXPENSES AND COMPENSATION

SECTION 4.01 **Management Fee.** Unless otherwise agreed by a Majority of the Managers or the Members, the Company shall not be obligated to pay to any Manager (or to any Affiliate of any Manager) any fee or compensation for personal services rendered as Manager. Notwithstanding the foregoing sentence, any Manager may receive fees or compensation directly from any Member (or its Affiliates) in such Manager's capacity as an officer or employee of such Member or Affiliate.

SECTION 4.02 **Expenses.** The Company shall be responsible for the payment from its own funds of all of the Company's expenses.

ARTICLE V

DISTRIBUTIONS

SECTION 5.01 **Amount, Timing and Form.** The Managers shall determine in their discretion the amount, timing and form of all distributions of Distributable Cash to be made by the Company to the Members.

ARTICLE VI

ALLOCATIONS AND DISTRIBUTIONS

SECTION 6.01 **Allocations and Distributions of Profit or Loss.** The Company shall make distributions of profits or losses to the Members, and shall allocate such profits or losses for all tax purposes, solely in accordance with the provisions contained in this Article VI.

SECTION 6.02 **Tax Classification**. For such periods that the Company has more than one Member, it shall elect for U.S. federal income tax purposes to be treated as a partnership. For such periods that it has only one Member, the Company shall be treated for U.S. federal income tax purposes as a "disregarded entity" of which all of the beneficial interests are held by the sole Member.

SECTION 6.03 **Tax Allocations**. Except as provided in Section 6.04 (which shall be applied first), Net Profits and Net Losses of the Company for any relevant period shall be allocated as described in this Section 6.03.

(a) Net Profits of the Company for any relevant period shall be allocated as follows:

(i) First, to any Members having negative Adjusted Capital Account balances, in proportion to and to the extent of such negative balances; and

(ii) The balance, if any, to the Members in such proportions and in such amounts as would result in the Adjusted Capital Account balance of each Member equaling, as nearly as possible, such Member's share of the then Company Capital.

(b) Net Losses of the Company for any relevant period shall be allocated among the Members as follows:

(i) First, to each Member with a positive Adjusted Capital Account balance, in the amount of such positive balance; provided, however, that if the amount of Net Losses to be allocated is less than the sum of the Adjusted Capital Account balances of all Members having positive Adjusted Capital Account balances, then the Net Losses shall be allocated to the Members in such proportions and in such amounts as would result in the Adjusted Capital Account balance of each Member equaling, as nearly as possible, such Member's share of the then Company Capital; and

(ii) The balance, if any, to the Members in proportion to their respective holdings of Shares.

(c) If the amount of Net Profits or Net Losses allocable to the Members pursuant to this Section 6.03 is insufficient to allow the Adjusted Capital Account balance of each Member to equal such Member's share of the Company Capital, such Net Profits or Net Losses shall be allocated among the Members in such a manner as to decrease the differences between the Members' respective Adjusted Capital Account balances and their respective shares of the Company Capital in proportion to such differences.

(d) Allocations of Net Profits and Net Losses provided for above shall generally be made as of the end of the fiscal year of the Company.

SECTION 6.04 Regulatory Allocations. Notwithstanding the provisions of Section 6.03 above, the following allocations of Net Profits, Net Losses and items thereof shall be made in the following order of priority:

(a) Items of income or gain for any taxable period shall be allocated to the Members in the manner and to the minimum extent required by the "minimum gain chargeback" provisions of Treasury Regulation Section 1.704-2(f) and Treasury Regulation Section 1.704-2(i)(4).

(b) All "nonrecourse deductions" (as defined in Treasury Regulation Section 1.704-2(b)(1)) of the Company for any year shall be allocated to the Members in the same manner as Net Profits or Net Losses; provided, however, that nonrecourse deductions attributable to "partner nonrecourse debt" (as defined in Treasury Regulation

Section 1.704-2(b)(4)) shall be allocated to the Members in accordance with the provisions of Treasury Regulation Section 1.704-2(i)(1).

(c) Items of income or gain for any taxable period shall be allocated to the Members in the manner and to the extent required by the "qualified income offset" provisions of Treasury Regulation Section 1.704-1(b)(2)(ii)(d).

(d) In no event shall Net Losses of the Company be allocated to a Member if such allocation would cause or increase a negative balance in such Member's Adjusted Capital Account (determined, for purposes of this Section 6.04 only, by increasing the Member's Capital Account balance by the amount the Member is obligated to restore to the Company pursuant to Treasury Regulation Section 1.704-1(b)(2)(ii)(c)).

(e) If items of income, gain, loss or deduction are allocated to one or more Members pursuant to any of paragraphs (a), (b), (c) or (d) of this Section 6.04 (the "Original Allocation"), then subsequent items of income, gain, loss or deduction will first be allocated (subject to the provisions of this Section 6.04) to the Members in a manner designed to result in each Member having a Capital Account balance equal to what it would have been had the Original Allocation not occurred; provided, however, that no such allocation shall be made pursuant to this paragraph (e) if either

(i) the Original Allocation had the effect of offsetting a prior Original Allocation or

(ii) the Original Allocation likely (in the opinion of the Company's professional advisors) will be offset by another Original Allocation in the future (*e.g.*, an Original Allocation of "nonrecourse deductions" under (b) above that likely will be offset by a subsequent "minimum gain chargeback" under (a) above).

(f) Except as otherwise provided herein or as required by Code Section 704, for tax purposes, all items of income, gain, loss, deduction or credit shall be allocated to the Members in the same manner as are Net Profits and Net Losses; provided, however, that if the Carrying Value of any property of the Company differs from its adjusted basis for tax purposes, then items of income, gain, loss, deduction or credit related to such property for tax purposes shall be allocated among the Members so as to take account of the variation between the adjusted basis of the property for tax purposes and its Carrying Value in the manner provided for under Code Section 704(c).

SECTION 6.05 **Allocations Upon Transfer or Admission**. In the event that a Member acquires a capital interest in the Company either by transfer from another Member or by acquisition from the Company, the Net Profits, Net Losses, gross income, nonrecourse deductions and items thereof attributable to the interest so transferred or acquired shall be allocated among the Members based on a method chosen by the Managers, in their sole discretion, which method shall comply with Section 706 of the Code and shall be binding on all Members. For purposes of determining the date on which the acquisition occurs, the Company may make use of any convention allowable under Section 706(d) of the Code.

SECTION 6.06 **Financial Reports**. The Company shall prepare or cause to be prepared and provide to the Members, at the Company's expense, not later than 90 days after the

end of each fiscal year of the Company, such information as is necessary to complete federal and state income tax or information returns.

SECTION 6.07 **Tax Matters Partner**. Whenever the Company has more than one Member, the Managers shall select and appoint a Member to serve as the "Tax Matters Partner" of the Company under Code Section 6231(a)(7) and to manage administrative tax proceedings conducted at the Company level. The Tax Matters Partner shall make any necessary elections and take any other necessary steps required by applicable law for the Company to be treated as a partnership for United States federal, state, and local income tax purposes.

ARTICLE VII

DURATION OF THE COMPANY

SECTION 7.01 **Term of Company.** The term of the Company commences on the Effective Date and shall continue until the date on which the Company is dissolved as provided in Sections 7.02 or 7.03, or is dissolved by operation of law.

SECTION 7.02 **Dissolution Upon Sale of Assets**. The Company shall be dissolved in the event of the sale or distribution by the Company of all or substantially all of the assets of the Company.

SECTION 7.03 **Dissolution by Written Consent of Members.** The Members may dissolve the Company at any time by written consent executed by the Members, a copy of which shall be provided to the Managers.

ARTICLE VIII

LIQUIDATION OF THE COMPANY

SECTION 8.01 **General Provisions.** Following the dissolution of the Company in accordance with Article VII hereof, the Company's assets shall be liquidated in an orderly manner. The Managers (or, at the Managers' election, another Person selected by a Majority of the Managers) shall be the liquidator to wind up the affairs of the Company pursuant to this Agreement.

SECTION 8.02 **Liquidating Distributions.** The liquidator shall pay or provide for the satisfaction of the Company's liabilities and obligations to creditors. Any Net Profit or Net Loss realized in connection with the liquidation of the Company shall be allocated to the Members pursuant to Article VI hereof, and the remaining assets of the Company shall then be distributed to the Members in accordance with their Capital Accounts. In performing its duties, the liquidator is authorized to sell, exchange or otherwise dispose of the assets of the Company in such reasonable manner as the liquidator shall determine to be in the best interest of the Company and the Members.

SECTION 8.03 **Expenses of Liquidator.** The expenses incurred by the liquidator in connection with winding up the Company, and all other losses or liabilities of the Company incurred in accordance with the terms of this Agreement, shall be borne by the Company.

SECTION 8.04 **Duration of Liquidation.** A reasonable time shall be allowed for the winding up of the affairs of the Company in order to minimize any losses otherwise associated with such a winding up.

SECTION 8.05 **Duty of Care.** The liquidator shall not be liable to the Company or the Members for any loss attributable to any act or omission of the liquidator in good faith and in a manner such liquidator reasonably believed to be in, or not opposed to, the best interests of the Company in connection with the liquidation of the Company and distribution of its assets and provided that such act or omission did not constitute gross negligence, willful misconduct or a material breach of this Agreement. The liquidator may consult with counsel, investment banking firms, consultants and accountants with respect to liquidating the Company and distributing its assets and may act or omit to act in accordance with the advice of such counsel, investment banking firms, consultants or accountants, provided they shall have been selected with reasonable care.

SECTION 8.06 **No Liability for Return of Capital.** The liquidator(s), the Managers and their respective officers, directors, agents and Affiliates shall not be personally liable for the return of the Capital Contribution of the Members to the Company.

ARTICLE IX

TRANSFER OF INTERESTS

SECTION 9.01 **Limitation on Transfer of Rights and Obligations of Managers.** The Managers shall not assign, pledge, mortgage, hypothecate, sell or otherwise dispose of or encumber all or any part of their rights or obligations under this Agreement without the prior written consent of the Members.

SECTION 9.02 **Transfer of Member Interests**. Except as may otherwise be required to comply with applicable federal and state laws, the Members shall have the right to transfer all or any part of their interests in the Company by delivery to the Company of an assignment in writing duly executed by the transferring Member.

SECTION 9.03 **Transfer of Profits Interests**. With the consent of a Majority of the Managers, the Company may grant any Person a percentage interest in the future Net Profits and Net Losses of the Company (a "Profits Interest") whether for a fixed term or indefinitely, *provided* that (i) the grant does not include any capital interest in the Company or any right to share in the proceeds of the Company's liquidation under Article VIII, and *provided further* that (ii) such grant is made in exchange for property or services afforded to the Company that are of equivalent value to the Profits Interest granted, as the Managers may determine in their sole and absolute discretion. The grant of any Profits Interest shall not cause the transferee of such Profits Interest to become a Member.

ARTICLE X

INDEMNIFICATION

SECTION 10.01 **General Provisions.**

(a) Subject to the limitations set forth below in this Article X, each of the Managers, the Officers, the Affiliates of the Managers and the Officers, and the liquidator (if any), (each such Person being referred to hereafter as an "Indemnitee"), shall be indemnified by the Company (but only out of Company assets, including the proceeds of liability insurance) against any claim, demand, controversy, dispute, cost, loss, damage, expense (including attorneys' fees), judgment and/or liability incurred by or imposed upon the Indemnitee in connection with any action, suit or proceeding (including any proceeding before any administrative or legislative body or agency), to which the Indemnitee shall become a party or shall be threatened to become a party, by reason of the Indemnitee's being at the time the cause of action arose or thereafter, a Manager, an Officer, an Affiliate of a Manager or an Officer,, a liquidator (if any), or a director, officer, member, partner, employee, consultant or other agent of any other organization in which the Company owns an interest, which other organization the Indemnitee serves or has served as director, officer, manager, member, partner, employee, consultant or other agent at the request of the Company (whether or not the Indemnitee continues to serve in such capacity at the time such action, suit or proceeding is brought or threatened). Each Indemnitee may be entitled to such indemnification notwithstanding that the Company has sold, assigned, distributed or otherwise transferred its investment in such other organization prior to the time that such action, suit or proceeding is brought or threatened.

(b) The Indemnitee shall not be indemnified with respect to matters as to which the Indemnitee shall have been finally adjudicated in any such action, suit or proceeding (i) not to have acted in good faith and in the reasonable belief that the Indemnitee's action was in accordance with such Person's obligations to the Company or to have acted with gross negligence or a willful disregard of his duties, or in breach of his fiduciary obligations, or (ii) with respect to any criminal action or proceeding, not to have had cause to believe beyond any reasonable doubt the Indemnitee's conduct was criminal. In the event of settlement of any action, suit or proceeding brought or threatened, the indemnification provided for in this Article X shall apply to all matters covered by the settlement except for matters as to which the Company is advised by counsel (who may be counsel regularly retained to represent the Company) that the Person seeking indemnification, in the opinion of such counsel, did not act in good faith or acted with gross negligence or a willful disregard of such Person's duties, or in breach of such Person's fiduciary obligations, or, with respect to any criminal action or proceeding, that the Person seeking indemnification had reasonable cause to believe such Person's conduct was criminal.

(c) The right of indemnification provided for in this Article X shall be in addition to any rights to which any Indemnitee may otherwise be entitled and shall inure to the benefit of the executors, administrators, personal representatives, successors or assigns of each such Indemnitee. Such Indemnitee shall first use reasonable efforts to

pursue other readily available sources of indemnification before pursuing a claim for indemnification against the Company under this Article X.

SECTION 10.02 Advance Payment of Expenses. The Company shall pay the expenses incurred by an Indemnitee in defending a civil or criminal action, suit or proceeding, or in opposing any claim arising in connection with any potential or threatened civil or criminal action, suit or proceeding, in advance of the final disposition of such action, suit or proceeding, upon receipt of an undertaking by such Indemnitee satisfactory to the Managers to repay such payment if he shall be determined to be not entitled to indemnification therefor as provided herein; provided, however, that in such instance the Indemnitee is not commencing an action, suit, or proceeding against the Company, or defending an action, suit or proceeding commenced against the Indemnitee by the Company, or opposing a claim by the Company arising in connection with any such potential or threatened action, suit or proceeding.

SECTION 10.03 Insurance. At its election, the Managers may cause the Company to purchase and maintain insurance, at the expense of the Company and to the extent available, for the protection of the Managers, the Officers, the Affiliates of the Managers and the Officers, any liquidator, and the directors, officers, employees, consultants or other agents of any such Person, against any liability incurred by any such Person in any such capacity or arising out of his status as such, whether or not the Company has the power to indemnify such Person against such liability. The Managers may also cause the Company to purchase and maintain insurance for the protection of any officer, director, employee, consultant or other agent of any other organization in which the Company owns an interest or of which the Company is a creditor against similar liabilities, whether or not the Company has the power to indemnify any such Person against such liabilities.

ARTICLE XI

ACCOUNTING; RECORDS AND REPORTS

SECTION 11.01 Fiscal Year. The fiscal year of the Company shall be the calendar year, or such other year as required by the Code.

SECTION 11.02 Keeping of Accounts and Records. At all times the Managers shall cause to be kept proper and complete books of account, in which shall be entered fully and accurately the transactions of the Company. Such books of account, together with (i) an executed copy of this Agreement (and any amendments hereto); (ii) the Certificate of the Company (and any amendments thereto); (iii) executed copies of any powers of attorney pursuant to which any of the aforesaid documents has been executed; and (iv) financial statements of the Company for each of the prior three years, shall at all times be maintained at the location specified in Section 1.02 hereof.

SECTION 11.03 Inspection Rights. Until the liquidation of the Company has been completed, any Member may examine the Company's books, records, accounts and assets, including bank balances, and may make, or cause to be made, any audit thereof at the Company's expense.

SECTION 11.04 **Reports.** The Managers shall prepare and transmit to the Members at the Company's expense such financial and other reports as shall be determined from time to time by the Members.

ARTICLE XII

WAIVER AND AMENDMENT

SECTION 12.01 **Waiver and Amendment.** Except for any waiver or amendment of the provisions of Sections 2.06 and 10.01 through 10.03 hereof which would adversely affect any Manager (or any Affiliate of a Manager), the terms and provisions of this Agreement may be waived, modified, terminated or amended at any time by the Members. The Members shall not waive or amend any provision of Sections 2.06 or 10.01 through 10.03 hereof in such a manner as would adversely affect any Manager (or any Affiliate of a Manager) without the written consent of such Manager.

ARTICLE XIII

GENERAL PROVISIONS

SECTION 13.01 **Notices.** Except where otherwise specifically provided in this Agreement, all notices, requests, consents, approvals and statements shall be in writing and shall be deemed to have been properly given by (i) personal delivery, (ii) first class mail, postage prepaid, (iii) electronic facsimile transmission, or (iv) courier service, addressed in each case: if to the Company, at the address where the Company's books and records are maintained as specified in Section 1.02 hereof; if to a Manager, at such Manager's address set forth in Schedule A; and if to a Member, to the Member's address set forth in Schedule A, or, in each case, to such other address or addresses (and/or by e-mail or other manner of delivery) as the addressee may have specified by written notice as aforesaid.

SECTION 13.02 **Binding on Successors**. This Agreement shall be binding upon and inure to the benefit of the respective heirs, successors, assigns and legal representatives of the parties hereto.

SECTION 13.03 **Counterparts.** This Agreement or any amendment hereto may be signed in any number of counterparts, each of which shall be an original, but all of which taken together shall constitute one agreement (or amendment, as the case may be).

SECTION 13.04 **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware.

SECTION 13.05 **Construction.** Whenever the content of this Agreement permits, the masculine gender shall include the feminine and neuter genders, and reference to singular or plural shall be interchangeable with the other. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the other provisions, and this Agreement shall be construed and reformed in all respects as if any such invalid or unenforceable provision(s) were omitted in order to give effect to the intent and purposes of this Agreement. References in this Agreement to particular sections of the Code or the Delaware Act shall be deemed to refer to

such sections or provisions of the Code or the Delaware Act (or any successor legislation) as they may be amended after the date of this Agreement.

ARTICLE XIV

CERTAIN DEFINITIONS

SECTION 14.01 **Certain Definitions**. For purposes of this Agreement, the following capitalized terms have the respective meanings set forth below:

"Adjusted Capital Account" means, for each Member, such Member's Capital Account balance increased by such Member's share of "minimum gain" and of "partner nonrecourse debt minimum gain" as determined, respectively, pursuant to Treasury Regulation Sections 1.704-2(g) and 1.704-2(i)(5).

"Affiliate" means, with respect to the Person to which it refers, a Person that either (i) directly or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with, such Person or (ii) is the successor or assign to such Person.

"Agreement" means this Limited Liability Company Agreement, as it may be subsequently amended or restated from time to time.

"Capital Account" means a separate account maintained for each Member and adjusted in accordance with Treasury Regulations under Section 704 of the Code. To the extent consistent with such Treasury Regulations, the adjustments to such accounts shall include the following:

(a) There shall be credited to each Member's Capital Account the amount of any cash actually contributed by such Member to the capital of the Company, the fair market value of any other property contributed by such Member to the capital of the Company, the amount of liabilities of the Company assumed by the Member or to which property distributed to the Member was subject and such Member's share of the Net Profits of the Company and of any items in the nature of income or gain separately allocated to the Members; and there shall be charged against each Member's Capital Account the amount of all cash distributions to such Member, the fair market value of any other property distributed to such Member by the Company, the amount of liabilities of the Member assumed by the Company or to which property contributed by the Member to the Company was subject and such Member's share of the Net Losses of the Company and of any items in the nature of losses or deductions separately allocated to the Members.

(b) If the Company at any time distributes any of its assets in-kind to any Member, the Capital Account of each Member shall be adjusted to account for that Member's allocable share of the Net Profits, Net Losses or items thereof that would have been realized by the Company had it sold the assets that were distributed at their respective fair market values (taking Code Section 7701(g) into account) immediately prior to their distribution.

(c) Upon (A) the acquisition of a capital interest in the Company in exchange for a Capital Contribution, or (B) the election of the Company, at any time specified in

Treasury Regulation Section 1.704-1(b)(2)(iv)(f), the Capital Account balance of each Member shall be adjusted to the extent provided under such Treasury Regulation to reflect the Member's allocable share (as determined under Article VI) of the items of Net Profits or Net Losses that would be realized by the Company if it sold all of its property at its fair market value (taking Code Section 7701(g) into account) on the day of the event giving rise to the adjustment; provided that, if after such adjustment the Capital Account of each Member does not equal each Member's share of Company Capital determined as set forth above, then each Member's Capital Account shall be adjusted to an amount equal to such share of Company Capital.

(d) In the event any Membership interest in the Company is transferred in accordance with the terms of this Agreement, the transferee shall succeed to the Capital Account of the transferor to the extent it relates to the Transferred interest.

"Capital Contribution" means the aggregate amount of cash or other property contributed by a Member to the Company.

"Carrying Value" means, with respect to any asset, the asset's adjusted basis for federal income tax purposes; provided, however, that (i) the initial Carrying Value of any asset contributed to the Company shall be adjusted to equal its gross fair market value at the time of its contribution and (ii) the Carrying Values of all assets held by the Company shall be adjusted to equal their respective gross fair market values (taking Code Section 7701(g) into account) upon an adjustment to the Capital Accounts of the Members described in paragraph (c) of the definition of "Capital Account." The Carrying Value of any asset whose Carrying Value was adjusted pursuant to the preceding sentence thereafter shall be adjusted in accordance with the provisions of Treasury Regulation Section 1.704-1(b)(2)(iv)(g).

"Certificate" means the certificate of formation of the Company and any amendments or restatements thereof as filed with the Delaware Secretary of State under the Delaware Act.

"Code" means the United States Internal Revenue Code of 1986 (and any successor statute thereto), and the regulations promulgated thereunder, all as amended from time to time.

"Company Capital" means an amount equal to the sum of all of the Members' Adjusted Capital Account balances determined immediately prior to the allocation of any Net Profits or Net Losses to the Members, pursuant to Article VI.

"Delaware Act" means the Delaware Limited Liability Company Act, as amended from time to time.

"Distributable Cash" means all cash of the Company that the Managers determine is available for distribution to the Members after the payment or provision for payment by the Company of all expenses incurred by the Company and in collecting any amounts then owed to the Company and so attributable.

"Effective Date" shall mean the date upon which the Company files a Certificate of formation as a limited liability company with the Delaware Secretary of State pursuant to the Delaware Act.

"Indemnitee" shall have the meaning set forth in Section 10.01.

"Initial Member" shall mean Clean Harbors, Inc., a Massachusetts corporation.

"Majority of the Managers" means (i) at least four of the Managers if there are then six Managers, (ii) at least three of the Managers if there are then five or four Managers, (iii) at least two of the Managers if there are then three Managers, and (ii) both of the Managers if there are then only two Managers.

"Manager" means each of the Persons then serving as a Manager of the Company in accordance to Section 2.01 hereof, in his capacity as a Manager of the Company.

"Member" means the Initial Member for so long as it shall hold a capital interest in the Company, and each of such other or additional Persons as shall acquire a capital interest in the Company and be admitted as a Member from time to time, in accordance with the provisions of the Delaware Act.

"Net Profit" or "Net Loss" means, with respect to any fiscal year, the sum of the Company's: (a) net profit or loss as determined in accordance with the Code, and (b) any income exempt from federal income tax, after deduction of all expenses properly chargeable to the Company for such fiscal year (whether deductible or non-deductible and whether described in Section 705(a)(2)(B) of the Code, treated as so described pursuant to Treasury Regulations Section 1.704-1(b)(2)(iv)(i), or otherwise). For this purpose, Net Profit or Net Loss shall be determined in accordance with tax accounting principles rather than generally accepted accounting principles, and any expenses required to be capitalized and included in the Company's adjusted tax basis in any asset or which reduce the amount realized by the Company on the disposition of any asset shall be disregarded.

"Officers" means the President, the Treasurer, the Secretary, and any such other officers of the Company as shall be elected by a Majority of the Managers or by the Members in accordance with Section 2.02(a) hereof.

"Person" means any individual, general partnership, limited partnership, limited liability company, corporation, joint venture, trust, business trust, cooperative or association and the heirs, executors, administrators, legal representative, successors and assigns of such Person where the context so admits.

"Treasury Regulations" mean the Regulations promulgated by the United States Department of the Treasury under the Code, as amended.

[remainder of page left intentionally blank]

IN WITNESS WHEREOF, the undersigned have executed this Limited Liability Company Agreement as of the effective date first above written.

MANAGER:

/s/ James M. Rutledge
James M. Rutledge

INITIAL MEMBER:

CLEAN HARBORS, INC.

By: /s/ James M. Rutledge
James M. Rutledge
Executive Vice President and
Chief Financial Officer

CH INTERNATIONAL HOLDINGS, LLC

SCHEDULE A

Manager:	**Member:**
James M. Rutledge c/o Clean Harbors, Inc. 42 Longwater Drive P.O. Box 9149 Norwell, MA 02061-9149	CLEAN HARBORS, INC. 42 Longwater Drive P.O. Box 9149 Norwell, MA 02061-9149

Exhibit 3.10

CERTIFICATE OF INCORPORATION

OF

CLEAN HARBORS (MEXICO), INC.

1. The name of the corporation is Clean Harbors (Mexico), Inc.

2. The address of its registered office in the State of Delaware is Corporation Trust Center, 1209 Orange Street, in the City of Wilmington, County of New Castle. The name of its registered agent at such address is The Corporation Trust Company.

3. The nature of the business or purposes to be conducted or promoted is:

Holding Company

To engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of Delaware.

4. The total number of shares of stock which the corporation shall have authority to issue is One Hundred (100); all of such shares shall be without par value.

At all elections of the directors of the corporation, each stockholder shall be entitled to as many votes as shall equal the number of votes which (except for such provision as to cumulative voting) he would be entitled to cast for the election of directors with respect to his shares of stock multiplied by the number of directors to be elected by him, and he may cast all of such votes for a single director or may distribute them among the number to be voted for, or for any two or more of them as he may see fit.

5. The name and mailing address of the sole incorporator is:

M. K. Ascione
Corporation Trust Center
1209 Orange Street
Wilmington, DE 19801

The name and mailing address of each person who is to serve as a director until the first annual meeting of the stockholders or until a successor is elected and qualified, is as follows:

NAME	MAILING ADDRESS
David M. Sprinkle	1301 Gervais Street, Suite 300 Columbia, SC 29201-3326

6. The corporation is to have perpetual existence.

7. In furtherance and not in limitation of the powers conferred by statute, the board of directors is expressly authorized:

To make, alter or repeal the by-laws of the corporation.

To authorize and cause to be executed mortgages and liens upon the real and personal property of the corporation.

To set apart out of any of the funds of the corporation available for dividends a reserve or reserves for any proper purpose and to abolish any such reserve in the manner in which it was created.

To designate one or more committees, each committee to consist of one or more of the directors of the corporation. The board may designate one or more directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of the committee. The by-laws may provide that in the absence or disqualification of a member of a committee, the member or members present at any meeting and not disqualified from voting, whether or not such member or members constitute a quorum, may unanimously appoint another member of the board of directors to act at the meeting in the place of any such absent or disqualified member. Any such committee, to the extent provided in the resolution of the board of directors, or in the by-laws of the corporation, shall have and may exercise all the powers and authority of the board of directors in the management of the business and affairs of the corporation; and may authorize the seal of the corporation to be affixed to all papers which may require it but no such committee shall have the power or authority in reference to the following matters: (i) approving or adopting, or recommending to the stockholders, any action or matter expressly required by the Delaware General Corporation Law to be submitted to stockholders for approval or (ii) adopting, amending or repealing any bylaw of the corporation.

When and as authorized by the stockholders in accordance with law, to sell, lease or exchange all or substantially all of the property and assets of the corporation, including its good will and its corporate franchises, upon such terms and conditions and for such consideration, which may consist in whole or in part of money or property including shares of stock in, and/or other securities of, any other corporation or corporations, as its board of directors shall deem expedient and for the best interests of the corporation.

8. Elections of directors need not be by written ballot unless the by-laws of the corporation shall provide.

Meetings of stockholders may be held within or without the State of Delaware, as the by-laws may provide. The books of the corporation may be kept (subject to any provision contained in the statutes) outside the State of Delaware at such place or places as may be designated from time to time by the board of directors or in the by-laws of the corporation.

9. The corporation reserves the right to amend, alter, change or repeal any provision contained in this Certificate of Incorporation, in the manner now or hereafter prescribed by statute, and all rights conferred upon stockholders herein are granted subject to this reservation.

10. A director of the corporation shall not be personally liable to the corporation or its stockholders for monetary damages for breach of fiduciary duty as a director except for liability (i) for any breach of the director's duty of loyalty to the corporation or its stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) under Section 174 of the Delaware General Corporation Law, or (iv) for any transaction from which the director derived any improper personal benefit.

WE, THE UNDERSIGNED, being each of the incorporators hereinbefore named, for the purpose of forming a corporation pursuant to the General Corporation Law of the State of Delaware, do make this Certificate, hereby declaring and certifying that this is our act and deed and the facts herein stated are true, and accordingly have hereunto set our hands this 20th day of September, 2002.

/s/ M. K. Ascione
Sole Incorporator
M. K. Ascione

BY-LAWS

OF

CLEAN HARBORS (MEXICO), INC.

ARTICLE I

The Corporation

Section. 1.1 Name. The title of this Corporation is Clean Harbors (Mexico), Inc.

Section 1.2 Office. The registered office of this Corporation shall be located at 1209 Orange Street, Wilmington, Delaware, or at such other place as the Board of Directors may designate in accordance with Section 133 of the Delaware Corporation Law.

Section 1.3 Seal. The corporate seal of the Corporation shall have inscribed thereon the name of the Corporation and the words "Corporate Seal, Delaware".

ARTICLE II

Stockholders

Section 2.1 Annual Meeting. The annual meeting of stockholders shall be held at such place within or without the State of Delaware as the Board of Directors from time to time determine in the month of November, unless otherwise resolved by the Board of Directors.

Notice of the annual meeting shall be mailed by the Secretary to each stockholder at his or her last known post office address no less than ten (10) days and no more than fifty (50) days prior thereto.

Section 2.2 Special Meetings. Special meetings of stockholders for any purpose or purposes may be called at any time by the Chairman of the Board of Directors, or the President and not by any other person.

Section 2.3 Notice of Meetings. Whenever stockholders are required or permitted to take any action at a meeting, a written notice of the meeting shall be given which shall state the place, date and hour of the meeting, and, in the case of a special meeting, the purpose or purposes for which the meeting is called. Unless otherwise provided by law, the written notice of any meeting shall be given not less than ten (10) nor more than sixty (60) days before the date of the meeting to each stockholder entitled to vote at such meeting. If mailed, such notice shall be deemed to be given when deposited in the mail, postage prepaid, directed to the stockholder at his address as it appears on the records of the Corporation.

Section 2.4 Adjournments. Any meeting of the stockholders, annual or special, may adjourn from time to time to reconvene at the same or some other place, and notice need not be

given of any such adjourned meeting if the time and place thereof are announced at the meeting at which the adjournment is taken. At the adjourned meeting the Corporation may. transact any business which might have been transacted at the original meeting. If the adjournment is for more than thirty (30) days, or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder of record entitled to vote at the meeting.

Section 2.5 Quorum. At each meeting of stockholders, except where otherwise provided by law or the certificate of incorporation or these by-laws, the holders of a majority of the outstanding shares of stock entitled to vote at the meeting, present in person or by proxy, shall constitute a quorum. In the, absence of a quorum, the stockholders so present may, by majority vote, adjourn the meeting from time to time in the manner provided in Section 2.4 of these by-laws until a quorum shall attend.

Each stockholder shall be entitled to one vote, either in person or by proxy, for each share of stock standing registered in his or her name on the books of the Corporation on the record date selected by the Board of Directors in accordance with these by-laws, unless more or less than one vote per share is, by the terms of the instrument creating special or preferred shares, conferred upon the holders thereof.

Section 2.6 Organization. Meetings of stockholders shall be presided over by the Chairman of the Board, if any, or in his absence by the President, or in his absence by a Vice President, or in the absence of the foregoing persons by a chairman designated by the Board of Directors, or in the absence of such designation by a chairman chosen at the meeting. The Secretary shall act as secretary of the meeting, but in his absence the chairman of the meeting may appoint any person to act as secretary of the meeting.

Section 2.7 Voting: Proxies. Unless otherwise provided in the certificate of incorporation, each stockholder entitled to vote at any meeting of stockholders shall be entitled to one vote for each share of stock held by him which has voting power upon the matter in question. Each stockholder entitled to vote at a meeting of stockholders may authorize another person or persons to act for him by proxy, but no such proxy shall be voted or acted upon after three (3) years from its date, unless the proxy provides for a longer period. A duly executed proxy shall be irrevocable if it states that it is irrevocable and if, and only as long as, it is coupled with an interest sufficient in law to support an irrevocable power. A stockholder may revoke any proxy which is not irrevocable by attending the meeting and voting in person or by filing an instrument in writing revoking the proxy or another duly executed proxy bearing a later date with the Secretary of the Corporation. Voting at meetings of stockholders need not be by written ballot and need not be conducted by inspectors unless the holders of a majority of the outstanding shares of all classes of stock entitled to vote thereon present in person or by proxy at such meeting shall so determine. At all meetings of stockholders for the election of directors a plurality of the votes cast shall be sufficient to elect. All other elections and questions shall, unless otherwise provided by law or by the certificate of incorporation or these by-laws, be decided by the vote of the holders of a majority of the outstanding shares of stock entitled to vote thereon present in person or by proxy at the meeting, provided that (except as otherwise required by law or by the certificate of incorporation or these by-laws) the Board of Directors may require a larger vote upon any election or question.

Section 2.8 Fixing Date for Determination of Stockholders of Record. In order that the Corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, or entitled to receive payment of any dividend, or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion of exchange or stock or for the purpose of any other lawful action, the Board of Directors may fix, in advance, a record date, which shall not be more than sixty (60) nor less than ten (10) days before the date of such meeting, nor more than sixty (60) days prior to any other action. If no record date is fixed: (1) the record date for determining stockholders entitled to notice of or to vote at a meeting of stockholders shall be at the close of business on the day next preceding the day on which notice is given, or, in notice is waived, at the close of business on the day next preceding the day on which the meeting is held; and (2) the record date for determining stockholders for any other purpose shall be at the close of business on the day on which the Board of Directors adopts the resolution relating thereto. A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

Section 2.9 List of Stockholders Entitled To Vote. The Secretary shall prepare and make, at least ten (10) days before every meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least ten (10) days prior to the meeting, either at a place within the city where the meeting is to be held, which place shall be specified in the notice of the meeting, or, if not so specified, at the place where the meeting is to be held. The list shall also be produced and kept at the time and place of the meeting during the whole time thereof and may be inspected by any stockholder who is present. The stock ledger shall be the only as to who are the stockholders entitled to examine the stock ledger, the list of stockholders or the books of the Corporation, or to vote in person or by proxy at any meeting of stockholders.

Section 2.10 Action by Consent of Stockholders. Unless otherwise provided in the Certificate of Incorporation, any action required to be taken at any annual or special meeting of stockholders of the Corporation, or any action which may be taken at any annual or special meeting of such stockholders, may be taken without a meeting, without prior notice and without a vote, if a consent in writing, setting forth the action so taken, shall be signed by the holders of the outstanding stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted. Prompt notice of the taking of the corporate action without a meeting by less than unanimous written consent shall be given to those stockholders who have not-consented in writing.

ARTICLE III

Board of Directors

Section 3.1 Number: Qualifications. The initial Board of Directors shall consist of one person. Thereafter the number of directors shall be fixed from to time by action of the Board of the Board of Directors or by the stockholders. The number of Directors may be increased or decreased by action of the stockholders or of the Board of Directors. A Director need not be a stockholder, a citizen of the United States, or a resident of the State of Delaware.

Section 3.2 Election; Resignation; Removal; Vacancies. At each annual meeting of stockholders, the stockholders shall elect directors and each Director elected shall hold office until his successor is elected and qualified. Any director may resign at any time upon written notice to the Corporation. Vacancies and newly created directorships resulting from any increase in the authorized number of Directors may be filled by a majority of the Directors then in office, though less than a quorum, or by a sole remaining Director, and the Directors so chosen shall hold office until the next annual election of Directors and until their successors are duly elected and shall qualify, unless sooner displaced. If there are no Directors in office; then an election of Directors may be held in the manner provided by statute. If, at the time of filling any vacancy or any newly created directorship, the Directors then in office shall constitute less than a majority of the whole board (as constituted immediately prior to any such increase), the Court of Chancery may, upon application of any Stockholder or stockholders holding at least ten percent of the total number of the shares at the time outstanding having the right to vote for such Directors, summarily order an election to be held to fill any such vacancies or newly created directorships, or to replace the Directors chosen by the Directors then in office.

Section 3.3 Regular Meetings. Regular meetings of the Board of Directors may be held at such places within or without the State of Delaware and at such times as the Board of Directors may from time to time determine, and if so determined notices thereof need not be given.

Section 3.4 Special Meetings. Special meetings of the Board of Directors may be held at any time or place within or without the State of Delaware whenever called by the President or the Chairman of the Board of Directors. Reasonable notice thereof shall be given by the person calling the meeting, not later than the second day before the date of the special meeting.

Section 3.5 Telephonic Meetings Permitted. Members of the Board of Directors, or any committee designated by the Board, may participate in any meeting of such Board or committee by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other, and participation in a meeting pursuant to this by-law shall constitute presence in person at such meeting.

Section 3.6 Quorum: Vote Required For Action: Informal Action. At all meetings of the Board of Directors a majority of the whole Board shall constitute a quorum for the transaction of business. Except in cases in which the certificate of incorporation or these by-laws otherwise provide, the vote of a majority of the directors present at a meeting at which a quorum is present shall be the act of the Board of Directors. Unless otherwise restricted by the certificate

of incorporation or these by-laws, any action required or permitted to be taken at any meeting of the Board of Directors, or of any committee thereof, may be taken without a meeting if all members of the Board or such committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of the proceedings of the Board or committee.

Section 3.7 Organization. Meetings of the Board of Directors shall be presided over by the Chairman of the Board, if any, or in his absence the President, or in their absence by a chairman chosen at the meeting. The Secretary shall act as a secretary of the meeting, but in his absence the chairman of the meeting may appoint any person to act as secretary of the meeting.

Section 3.8 Compensation of Directors. The directors and members of standing committees shall receive such fees or salaries as fixed by resolution of the Board of Directors and in addition will receive expenses in connection with attendance or participation in each regular or special meeting.

Section 3.9 Powers. The business of the Corporation shall be managed by or under the direction of its Board of Directors which may exercise all such powers of the Corporation and do all such lawful acts and things as are not by statute or -by the Certificate of Incorporation or by, these by-laws directed or required to be exercised or done by the stockholders.

ARTICLE IV

Committees

Section 4.1 Committees. The Board of Directors may, by resolution passed by a majority of the whole Board, designate one or more committees, each committee to consist of one or more of the directors of the Corporation. The Board may designate one or more directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of the committee. In the absence or disqualification of a member of the committee, the member or members thereof present at any meeting and not disqualified from voting, whether or not he or they constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in place of any such absent or disqualified member. Any such committee, to the extent provided in the resolution of the Board of Directors, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the Corporation, and may authorize the seal of the Corporation to be affixed to all papers which may require it; but no such committee shall have power or authority in reference to amending the certificate of incorporation of the Corporation, adopting an agreement of merger or consolidation, recommending to the stockholders the sale, lease or exchange or all or substantially all of the Corporation’s property and assets, recommending to the stockholders a dissolution of the Corporation or a revocation of dissolution, or amending these by-laws.

Section 4.2 Committee Rules. Unless the Board, of Directors otherwise provides, each committee designated by the Board may make, alter, repeal rules for the conduct of its business. In the absence of such rules each committee shall conduct its business in the same manner as the Board of Directors conducts its business pursuant to Article III of these by-laws.

ARTICLE V

Officers

Section 5.1 Executive Officers. The officers of the Corporation shall be chosen by the Board of Directors and shall be a President, Vice President, Secretary and a Treasurer. The Board of Directors may also choose additional Vice Presidents, and one or more Assistant Secretaries and Assistant Treasurers. Any number of offices may be held by the same person, unless the certificate of incorporation or these by-laws otherwise provide.

Section 5.2 Other Officers. The Board of Directors may appoint such other officers and agents as it shall deem necessary who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors.

Section 5.3 Term; Removal; Vacancies. The officers of the Corporation shall hold office until their successors are chosen and qualify. Any officer elected or appointed by the Board of Directors may be removed at any time by the affirmative vote of a majority of the Board of Directors. Any vacancy occurring in any office of the Corporation shall be filled by the Board of Directors.

Section 5.4 President. The President shall be the Chief Executive Officer of the Corporation, shall have general and active management of the business of the Corporation and shall see that all orders and resolutions of the Board of Directors are carried into effect. He shall have the general supervision and direction of all the other officers of the Corporation; he shall execute bonds, mortgages and other contracts requiring a seal, under the seal of the Corporation, except where required or permitted by law to be otherwise signed and executed and except where the signing and execution thereof shall be expressly delegated by the Board of Directors to some other officer or agent of the Corporation. He shall have the general powers and duties usually vested in the office of a President of a corporation.

Section 5.7 Vice President. In the absence of the President or in the event of his inability or refusal to act, the Vice President (or in the event there be more than one Vice President, the Vice Presidents in the order designated by the Directors, or in the absence of any designation, then in the order of their election) shall perform the duties of the President, and when so acting, hall have all the powers of and be subject to all the restrictions upon the President. The Vice President shall perform such other duties and have such other powers as the Board of Directors or the President may from time to time prescribe.

Section 5.8 Secretary. The Secretary shall attend all meetings of the Board of Directors and all meetings of the stockholders and record all the proceedings of the meetings of the Corporation and of the Board of Directors in a book to be kept for that purpose and shall perform like duties for the standing committees when required. He shall give, or cause to be given, notice of all meetings of the stockholders and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors or the President, under whose supervision he shall be. He shall have custody of the corporate seal of the Corporation and he, or an Assistant Secretary, shall have authority to affix the same to any

instrument requiring it and when so affixed, it may be attested by his signature or by the signature of such assistant Secretary. The Board of Directors may give general authority to any other officer to affix the seal of the Corporation and to attest the affixing by his signature. He shall keep the accounts of stock registered and transferred in such form and manner and under such regulations as the Board of Directors may prescribe.

The Assistant Secretary, or if there be more than one, the Assistant Secretaries in the order determined by the Board of Directors (or if there be no such determination, then in the order of their election) shall, in the absence of the Secretary or in the event of his inability or refusal to act, perform the duties and exercise the powers of the Secretary and shall perform such other duties and have such other powers as the Board of Directors may from time to time prescribe.

Section 5.9 The Treasurer and Assistant Treasurers. The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all money and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors. He shall disburse the funds of the Corporation as may be ordered by the Board of Directors or the President taking proper vouchers for such disbursements, and shall render to the President and the Board of Directors, whenever they may require it, an account of all his transactions as Chief Financial Officer and of the financial condition of the Corporation.

The Assistant Treasurer, or if there be more than one, the Assistant Treasurers in the order determined by the Board of Directors (or if there be no such determination, then in the order of their election) shall, in the absence of the Treasurer or in the event of his inability or refusal to act, perform the duties and exercise the powers of the Treasurer and shall perform such other duties and have such other powers as the Board of Directors may from time to time prescribe.

ARTICLE VI

Stock

Section 6.1 Certificates. The shares of the Corporation shall be represented by a certificate or shall be uncertificated. Certificates shall be signed by, or in the name of the Corporation by, the Chairman of the Board of Directors, or the President or a Vice President and the Treasurer or an Assistant Treasurer, or the Secretary or an Assistant Secretary of the Corporation.

Within a reasonable time after the issuance or transfer of uncertificated stock, the Corporation shall send to the registered owner thereof a written notice containing the information required to be set forth or stated on certificates pursuant to Sections 151, 156, 202(a) or 218(a) or a statement that the Corporation will furnish without charge to each stockholder who so requests the powers, designations, preferences and relative participating, optional or other special rights of each class of stock or series thereof and the qualifications, limitations or restrictions of such preferences and/or rights.

Any of or all the signatures on the certificate may be a facsimile. In case any officer; transfer agent, or registrar who has signed or whose facsimile signature has been placed upon a certificate, shall have ceased to be such officer, transfer agent, or registrar before such certificate is issued, it may be issued by the Corporation with the same effect as if he were such officer, transfer agent, or registrar at the date of issue.

Section 6.2 Lost, Stolen Or Destroyed Stock Certificates; Issuance of New Certificates. The Corporation may issue a new certificate of stock in the place of any certificate theretofore issued by it, alleged to have been lost, stolen or destroyed, and the Corporation may require the owner of the lost, stolen or destroyed certificate, or his legal representative, to give the Corporation a bond sufficient to indemnity it against any claim that may be made against it on account of the alleged loss, theft or destruction of any such certificate or the issuance of such new certificate.

Section 6.3 Transfer of Stock. Subject to the restrictions, if any, on transfer of shares of the Corporation's stock, upon surrender to the Corporation or the transfer agent of the Corporation of a certificate for shares duly endorsed or accompanied by proper evidence of succession, assignation or authority to transfer, it shall be the duty of the Corporation to issue a new certificate to the person entitled thereto, cancel the old certificate and record the transaction upon its books. Upon receipt of the proper transfer instructions from the registered owner of uncertificated shares such uncertificated shares shall be canceled and issuance of new equivalent uncertificated shares or certificated shares shall be made to the person entitled thereto and the transaction shall be recorded upon the books of the Corporation.

ARTICLE VII

Indemnification

The Corporation shall indemnify its officers, directors, employee and agents to the extent permitted by the General Corporate Law of Delaware.

ARTICLE VIII

Miscellaneous

Section 8.1 Fiscal Year. The fiscal year of the Corporation shall be September 1st through August 31st unless otherwise determined by resolution of the Board of Directors.

Section 8.2 Waiver of Notice Of Meeting's Of Stockholders, Directors, and Committees. Any written waiver of notice, signed by the person entitled to notice, whether before or after the time stated therein, shall be deemed equivalent to notice. Attendance of a person at a meeting shall constitute a waiver of notice of such meeting, except when the person attends a meeting for the express purpose of objecting, at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of any regular or special meeting of the stockholders, directors, or members of a committee of directors need be specified in any written waiver of notice.

Section 8.3 Interested Directors: Quorum. No contract or transaction between the Corporation and one or more of its directors or officers, or between the Corporation and any other corporation, partnership, association, or other organization in which one or more of its directors or officers are directors or officers, or have a financial interest, shall be void or voidable solely for this reason, or solely because the director or officer is present at or participates in the meeting of the Board or committee thereof which authorizes the contract or transaction, or solely because his or their votes are counted for such purpose, if: (1) the material facts as to his relationship or interest and as to the contract or transaction are disclosed or are known to the Board of Directors or the committee, and the Board or the committee in good faith authorizes the contract or transaction by the affirmative vote of a majority of the disinterested directors, even though the disinterested directors be less than a quorum; or (2) the material facts as to his relationship or interest and as to the contract or transaction are disclosed or are known to the stockholders entitled to vote thereon, and the contract or transaction is specifically approved in good faith by vote of the stockholders; or (3) the contract or transaction is fair as to the Corporation as of the time it is authorized, approved or ratified, by the Board of Directors, a committee thereof, or the stockholders. Common or interested directors may be counted in determining the presence of a quorum at the meeting of the Board of Directors or of a committee which authorizes the contract or transaction.

Section 8.4 Form of Records. Any records maintained by the Corporation in the regular course of its business, including its stock ledger, books of account, and minute books, may be kept on, or be in the form of; punch cards, magnetic tape, photographs, microphotographs, or any other information storage device, provided that the records so kept can be converted into clearly legible form within a reasonable time. The Corporation shall so convert any records so kept upon the request of any person entitled to inspect the same.

Section 8.5 Amendment Of By-Laws. The Board of Directors of the Corporation is expressly authorized to adopt, amend or repeal the by-laws of the Corporation by a vote of a majority of the entire Board. The stockholders may make, alter or repeal any by-law whether or not adopted by them, provided however, that any such additional by-laws, alterations or repeal. may be adopted only by the affirmative vote of the holders of 75% or more of the outstanding shares of capital stock of the Corporation entitled to vote generally in the election of directors (considered for this purpose as one class), unless such additional by-laws, alterations or repeal shall have been recommended to the stockholders for adoption by a majority of the Board of Directors, in which even such additional by-laws, alterations or repeal may be adopted by the affirmative vote of the holders of a majority of the outstanding shares of capital stock of the Corporation entitled to vote generally in the election of directors (considered for this purpose as one class).

Section 8.5 Gender. Use of the masculine pronoun shall be deemed to include usage of the feminine pronoun where appropriate.

Exhibit 3.11

Clean Harbors Andover, LLC

CERTIFICATE OF FORMATION

Pursuant to the provisions of Section 18-201 of the Limited Liability Company Act of the State of Delaware (the "Act"), the undersigned, being duly authorized, hereby certifies and states as follows:

1. Name of the Limited Liability Company. The name of the limited liability company formed hereby is Clean Harbors Andover, LLC (the "LLC").

2. Registered Agent and Office of the LLC. The name of the registered agent of the LLC in the State of Delaware is Capitol Corporate Services, Inc. and the registered office address of the registered agent for the purposes of Section 18-104 of the Act is 32 Loockerman Square, Suite 109, Dover, Kent County, Delaware 19901.

IN WITNESS WHEREOF, the undersigned hereby affirms that the facts stated herein are true, this 30th day of April, 2002.

/s/ C. Michael Malm
C. Michael Malm, Authorized Person

CLEAN HARBORS ANDOVER, LLC

LIMITED LIABILITY COMPANY AGREEMENT

LIMITED LIABILITY COMPANY AGREEMENT effective as of May 1, 2002, by and among Eric W. Gerstenberg, Gene A. Cookson, Stephen H. Moynihan, Roger A. Koenecke, Carl Paschetag, and William J. Geary, as Managers; and Clean Harbors Disposal Services, Inc., a Delaware corporation, as the sole Member. Certain capitalized terms used herein have the respective meanings set forth in Section 14.01 hereof.

ARTICLE I
CAPITAL CORPORATE SERVICES, INC.,
ORGANIZATION

SECTION 1.01 Formation of the Company. Clean Harbors Andover, LLC (the "Company") has been formed as a limited liability company under the Delaware Limited Liability Company Act *(6 Del. C § 18-101, et seq.)*, as amended from time to time (the "Delaware Act"), through the filing of the Certificate with the Delaware Secretary of State on the effective date of this Agreement. The parties hereto agree to conduct the business of the Company in accordance with the provisions of the Act and of this Agreement.

SECTION 1.02 Name, Registered Office, and Maintenance of Books and Records. The name of the Company is "Clean Harbors Andover, LLC." The initial address of the Company's registered office in Delaware is 32 Lookerman Square, Suite 109, Dover, Dent County, Delaware 19901, and its initial agent at such address for service of process is Capitol Corporate Services, Inc. The Company's books and records shall be maintained at c/o Clean Harbors, Inc., 1501 Washington Street, Braintree, Massachusetts 02184. A Majority of the Managers may change the location at which the Company's books and records shall be maintained to such other location within the United States as such Managers may determine at any time, upon written notice to the Member stating such new location. A Majority of the Managers may also change the Company's registered agent from time to time in their sole discretion.

SECTION 1.03 Purposes. The purposes and objectives of the Company are to own, lease, manage and/or operate a licensed hazardous waste facility, to provide environmental services, and to engage in any other lawful activities allowed to be conducted by a limited liability company.

SECTION 1.04 Powers. Subject to the terms of this Agreement, and consistent with the purposes stated in Section 1.03 hereof, the Company shall have the following powers: (i) to enter into all agreements and engage in all activities and transactions necessary or advisable to carry out the Company's purposes; and (ii) to have all other powers available to it as a limited liability company organized under the laws of the State of Delaware. Without limitation of the foregoing, the Company shall have the powers: to acquire and dispose of assets and other property; to act as a general partner, limited partner, manager and/or member of any other Person; negotiate, enter into, and modify agreements including, without limitation, partnership

agreements, limited liability company agreements, and leases or subleases of any real estate or personal property; to incur obligations for and in connection with its business; to borrow money and provide guarantees for the obligations of other Persons and, if required by any lender, as security therefor to mortgage, pledge and grant security interests in all or any part of the assets and other property owned by the Company; to repay, in whole or in part, refinance, consolidate, recast, increase, modify or extend any loans which may affect any of the assets and other property owned by the Company; and to execute any and all other documents and instruments and exercise all powers necessary or appropriate to carry out the business of the Company.

ARTICLE II

CONDUCT AND MANAGEMENT OF THE LLC

SECTION 2.01 Managers. Except as otherwise provided in this Agreement for actions which require or permit approval by the sole Member, the business of the Company shall be under the control of the Managers. The names and current addresses of the initial Managers are as described in Schedule A hereto. One or more substitute or additional Managers may be elected at any time in the future by the sole Member. Each of the original Managers and any such substitute or additional Managers shall serve as a Manager until either (i) his voluntary resignation as a Manager, or (ii) his removal as a Manager with or without cause at any time by a Majority of the Managers or the sole Member. The Managers shall not be required to make any Capital Contributions to the Company.

SECTION 2.02 Officers.

(a) In order to facilitate the day-to-day operation of the Company's business, the Company shall have the following Officers: a President, Senior Vice Presidents, a Treasurer and a Secretary, and any such additional Officers as a Majority of the Managers may from time to time deem appropriate. The President shall be a Manager, but none of the other Officers need be a Manager. Unless otherwise determined from time to time by a Majority of the Managers or by the sole Member, Eric W. Gerstenberg shall be the President, Steven H. Moynihan shall be a Senior Vice President and an Assistant Treasurer, Roger Koenecke shall be a Senior Vice President, Carl Paschetag shall be the Treasurer, William J. Geary shall be a Vice President and the Assistant Secretary, and C. Michael Malm shall be Secretary. Unless otherwise determined from time to time by a Majority of the Managers or the sole Member, the President shall be the chief executive officer of the LLC, the Treasurer shall be responsible for maintaining the funds and financial books and records of the LLC, and the Secretary shall be responsible for maintaining the records of actions (whether by written consent or meeting) of the Managers and of the sole Member and the other non-financial records of the LLC. Each of the Officers of the LLC may be removed (and his successors elected) at any time by a Majority of the Managers or the sole Member.

(b) Except as may otherwise be determined from time to time by a Majority of the Managers or the sole Member, the Managers hereby delegate to the President and any Senior Vice President then in office full authority to act on behalf of the LLC. Except as may otherwise be determined from time to time by a Majority of the Managers or the sole Member, each of the President and Senior Vice Presidents shall have, without further approval or consent of any of

the other Managers or the sole Member, full authority: to acquire and dispose of assets and other property on behalf of the LLC; to negotiate, enter into, execute or modify agreements on behalf of the LLC including, without limitation, partnership agreements, limited liability company agreements, and leases or subleases of any real estate or personal property; to incur obligations for and on behalf of the LLC for and in connection with its business; to borrow money and provide guarantees for the obligations of other Persons and, if required by any lender, as security therefor to mortgage, pledge and grant security interests in all or any part of the assets and other property owned by the Company; to repay, in whole or in part, refinance, consolidate, recast, increase, modify or extend any loans which may affect any of the assets and other property owned by the Company; and to execute any and all other documents and instruments and exercise all powers necessary or appropriate to carry out the business of the Company.

SECTION 2.03 Authorization.

(a) Every contract, agreement, and other instrument executed on behalf of the Company by any Manager, the President or any Senior Vice President, or by another Officer of the Company, if such execution is authorized by a Majority of the Managers, shall be conclusive evidence in favor of every person or entity relying thereon or claiming thereunder that at the time of the delivery thereof (i) the Company was in existence, (ii) this Agreement had not been terminated or canceled or amended in any manner so as to restrict such authority (except as shown in the Certificate or other instrument duly filed with the Secretary of State of the State of Delaware), and (iii) the execution and delivery of such instrument were duly authorized by the Managers and/or the sole Member to the extent required.

(b) Any person or entity dealing with the Company may always rely on a certificate signed by any Manager, the President, any Senior Vice President, the Secretary or an Assistant Secretary:

(i) as to who are the Managers, the Officers or the Member of the Company,

(ii) as to the existence or nonexistence of any fact or facts which (A) constitute conditions precedent to acts by the Company, or (B) are in any other manner germane to the affairs of the Company,

(iii) as to who is authorized to execute and deliver any instrument or document on behalf of the Company,

(iv) as to the authenticity of any copy of this Agreement and amendments thereto, or

(v) as to any act or failure to act by the Company, or as to any other matter whatsoever involving the Company or any Manager or Officer or Member of the Company.

SECTION 2.04 Actions by Managers or the Sole Member. Approval of any action by the Company which under the terms of this Agreement requires approval by a Majority of the Managers may be granted either by a written consent signed by a Majority of the Managers or by an affirmative vote of a Majority of the Managers at a meeting held for such purpose either with or without prior notice. Any Manager may participate in any such meeting by telephone if all

Managers participating in any such meeting shall be able to hear the other participating Managers. The participation of a Majority of the Managers shall constitute a quorum for all purposes. If any action is approved by a Majority of the Managers but any Manager shall not sign any written consent by which, or shall not participate in any meeting at which, such approval was granted, the Secretary of the Company shall promptly provide to such Manager following the date of such written consent or meeting a copy of such written consent or minutes of such meeting. Any action taken by the sole Member under the terms of this Agreement shall be by written consent of the sole Member.

SECTION 2.05 **Duty of Care.** The sole Member acknowledges that decisions concerning the Company's activities will involve the exercise of judgment and a risk of loss. The Managers, the Officers and their Affiliates shall not be liable to the Company or the Member for any loss suffered by the Company or the Member which arises out of any action or omission of a Manager, an Officer or any Affiliate of a Manager or an Officer, provided that (i) such Manager, Officer or Affiliate determined, in good faith, that such course of conduct was in, or not opposed to, the best interest of the Company or was otherwise permitted by this Agreement, and (ii) such course of conduct did not constitute gross negligence or willful malfeasance, a material breach of this Agreement, or an intentional violation of federal or state law by such Manager, Officer or Affiliate. The Managers, the Officers, and their Affiliates shall not be liable for the negligence, whether of omission or commission, dishonesty or bad faith of any employee, broker or other agent of the Company selected by the Managers or the Officers with reasonable care. Furthermore, the Managers, the Officers, and their Affiliates shall be entitled to indemnification by the Company to the extent provided in Article X hereof.

ARTICLE III

MEMBER

SECTION 3.01 **Name, Address, and Capital Contribution**. The name and current address of the sole Member are as described in Schedule A hereto. On and after the date of this Agreement, the Member shall make to the Company either in cash or in other tangible or intangible property such Capital Contributions as shall be determined by the Member. The Treasurer shall record the Member's Capital Contributions on the financial records of the Company.

SECTION 3.02 **Limited Liability.** In accordance with the Delaware Act, the liability of the Member to the Company and its creditors shall be limited to (i) any unpaid Capital Contribution which the Member has agreed to make to the Company; (ii) the amount of any distribution previously received from the Company which the Member may be required to return to the Company pursuant to Section 18-607(b) of the Delaware Act; and (iii) the unpaid balance of any other payments (if any) that the Member expressly is required, pursuant to this Agreement, to make to the Company.

SECTION 3.03 **No Control of Company**. Except as otherwise provided in this Agreement, the Member, in its capacity as such, shall not take part in the management or control of the affairs of the Company, or undertake any transactions on behalf of the Company, or have any power to sign for or otherwise to bind the Company.

SECTION 3.04 **Dissolution, Liquidation or Bankruptcy.** The dissolution, liquidation or bankruptcy of the Member shall not result in the termination of the Company, but the rights of the Member under this Agreement shall accrue to the Member's successors, estate or legal representatives. Except as expressly provided in this Agreement, no other event affecting the Member (including but not limited to insolvency) shall affect this Agreement.

ARTICLE IV

EXPENSES AND COMPENSATION

SECTION 4.01 **No Management Fee.** The Company shall not be obligated to pay to the Managers (or any Affiliate of the Managers) any management fee or similar compensation. However, the Managers shall be entitled to receive compensation from the Member and its Affiliates in the Managers' respective capacities as officers and employees of the Member and its Affiliates.

SECTION 4.02 **Expenses.** The Company shall be responsible for the payment from its own funds of all of the Company's expenses.

ARTICLE V

DISTRIBUTIONS

SECTION 5.01 **Amount, Timing and Form.** The Managers shall determine in their discretion the amount, timing and form of all distributions of Distributable Cash to be made by the Company to the sole Member.

ARTICLE VI

TAX ALLOCATIONS

SECTION 6.01 **Allocations of Net Profit or Net Loss.** As described in Articles II, III and V above, the sole Member shall be responsible for all Capital Contributions to the Company, and the Company shall make all distributions to the Member. All distributions of Net Profit or Net Loss by the Company will accordingly be made to the Member. The Company shall therefore be treated for U.S. federal income tax purposes as a "disregarded entity" of which all of the beneficial interests are held by the sole Member.

ARTICLE VII

DURATION OF THE COMPANY

SECTION 7.01 **Term of Company.** The term of the Company commenced on the filing of the Certificate with the Delaware Secretary of State and shall continue until the date on which the Company is dissolved as provided in Sections 7.02 or 7.03 or by operation of law.

SECTION 7.02 **Dissolution Upon Sale of Assets**. The Company shall be dissolved in the event of the sale or distribution by the Company of all or substantially all of the assets of the Company.

SECTION 7.03 **Dissolution by Written Consent of Member.** The sole Member may dissolve the Company at any time by written consent executed by the Member and a copy of which shall be provided to the Managers.

ARTICLE VIII

LIQUIDATION OF THE COMPANY

SECTION 8.01 **General Provisions.** Following the dissolution of the Company in accordance with Article VII hereof, the Company's assets shall be liquidated in an orderly manner. The Managers (or, at the Managers' election, another Person selected by a Majority of the Managers) shall be the liquidator to wind up the affairs of the Company pursuant to this Agreement.

SECTION 8.02 **Liquidating Distributions.** The liquidator shall pay or provide for the satisfaction of the Company's liabilities and obligations to creditors. Any Net Profit or Net Loss realized in connection with the liquidation of the Company shall be allocated to the Member pursuant to Article VI hereof, and the remaining assets of the Company shall then be distributed to the Member. In performing its duties, the liquidator is authorized to sell, exchange or otherwise dispose of the assets of the Company in such reasonable manner as the liquidator shall determine to be in the best interest of the Company and the Member.

SECTION 8.03 **Expenses of Liquidator.** The expenses incurred by the liquidator in connection with winding up the Company, and all other losses or liabilities of the Company incurred in accordance with the terms of this Agreement, shall be borne by the Company.

SECTION 8.04 **Duration of Liquidation.** A reasonable time shall be allowed for the winding up of the affairs of the Company in order to minimize any losses otherwise associated with such a winding up.

SECTION 8.05 **Duty of Care.** The liquidator shall not be liable to the Company or the Member for any loss attributable to any act or omission of the liquidator in good faith and in a manner such liquidator reasonably believed to be in, or not opposed to, the best interests of the Company in connection with the liquidation of the Company and distribution of its assets and provided that such act or omission did not constitute gross negligence, willful misconduct or a material breach of this Agreement. The liquidator may consult with counsel, investment banking firms, consultants and accountants with respect to liquidating the Company and distributing its assets and may act or omit to act in accordance with the advice of such counsel, investment banking firms, consultants or accountants, provided they shall have been selected with reasonable care.

SECTION 8.06 **No Liability for Return of Capital.** The liquidator(s), the Managers and their respective officers, directors, agents and Affiliates shall not be personally liable for the return of the Capital Contribution of the Member to the Company.

ARTICLE IX

TRANSFER OF INTERESTS

SECTION 9.01 Limitation on Transfer of Rights and Obligations of Managers. The Managers shall not assign, pledge, mortgage, hypothecate, sell or otherwise dispose of or encumber all or any part of their rights or obligations under this Agreement without the prior written consent of the Member.

SECTION 9.02 Transfer of Member Interests. Except as may otherwise be required to comply with applicable federal and state laws, the sole Member shall have the right to transfer all or any part of its interests in the Company by delivery to the Company of an assignment in writing duly executed by the Member.

ARTICLE X

INDEMNIFICATION

SECTION 10.01 General Provisions.

(a) Subject to the limitations set forth below in this Article X, each of the Managers, the Officers, the Affiliates of the Managers and the Officers, and the liquidator (if any), (each such Person being referred to hereafter as an "Indemnitee"), shall be indemnified by the Company (but only out of Company assets, including the proceeds of liability insurance) against any claim, demand, controversy, dispute, cost, loss, damage, expense (including attorneys' fees), judgment and/or liability incurred by or imposed upon the Indemnitee in connection with any action, suit or proceeding (including any proceeding before any administrative or legislative body or agency), to which the Indemnitee shall become a party or shall be threatened to become a party, by reason of the Indemnitee's being at the time the cause of action arose or thereafter, a Manager, an Officer, an Affiliate of a Manager or an Officer,, a liquidator (if any), or a director, officer, member, partner, employee, consultant or other agent of any other organization in which the Company owns an interest, which other organization the Indemnitee serves or has served as director, officer, manager, member, partner, employee, consultant or other agent at the request of the Company (whether or not the Indemnitee continues to serve in such capacity at the time such action, suit or proceeding is brought or threatened). Each Indemnitee may be entitled to such indemnification notwithstanding that the Company has sold, assigned, distributed or otherwise transferred its investment in such other organization prior to the time that such action, suit or proceeding is brought or threatened.

(b) The Indemnitee shall not be indemnified with respect to matters as to which the Indemnitee shall have been finally adjudicated in any such action, suit or proceeding (i) not to have acted in good faith and in the reasonable belief that the Indemnitee's action was in accordance with such Person's obligations to the Company or to have acted with gross negligence or a willful disregard of his duties, or in breach of his fiduciary obligations, or (ii) with respect to any criminal action or proceeding, not to have had cause to believe beyond any reasonable doubt the Indemnitee's conduct was criminal. In the event of settlement of any action, suit or proceeding brought or threatened, the indemnification provided for in this Article X shall

apply to all matters covered by the settlement except for matters as to which the Company is advised by counsel (who may be counsel regularly retained to represent the Company) that the Person seeking indemnification, in the opinion of such counsel, did not act in good faith or acted with gross negligence or a willful disregard of such Person's duties, or in breach of such Person's fiduciary obligations, or, with respect to any criminal action or proceeding, that the Person seeking indemnification had reasonable cause to believe such Person's conduct was criminal.

(c) The right of indemnification provided for in this Article X shall be in addition to any rights to which any Indemnitee may otherwise be entitled and shall inure to the benefit of the executors, administrators, personal representatives, successors or assigns of each such Indemnitee. Such Indemnitee shall first use reasonable efforts to pursue other readily available sources of indemnification before pursuing a claim for indemnification against the Company under this Article X.

SECTION 10.02 Advance Payment of Expenses. The Company shall pay the expenses incurred by an Indemnitee in defending a civil or criminal action, suit or proceeding, or in opposing any claim arising in connection with any potential or threatened civil or criminal action, suit or proceeding, in advance of the final disposition of such action, suit or proceeding, upon receipt of an undertaking by such Indemnitee satisfactory to the Managers to repay such payment if he shall be determined to be not entitled to indemnification therefor as provided herein; provided, however, that in such instance the Indemnitee is not commencing an action, suit, or proceeding against the Company, or defending an action, suit or proceeding commenced against the Indemnitee by the Company, or opposing a claim by the Company arising in connection with any such potential or threatened action, suit or proceeding.

SECTION 10.03 Insurance. At its election, the Managers may cause the Company to purchase and maintain insurance, at the expense of the Company and to the extent available, for the protection of the Managers, the Officers, the Affiliates of the Managers and the Officers, any liquidator, and the directors, officers, employees, consultants or other agents of any such Person, against any liability incurred by any such Person in any such capacity or arising out of his status as such, whether or not the Company has the power to indemnify such Person against such liability. The Managers may also cause the Company to purchase and maintain insurance for the protection of any officer, director, employee, consultant or other agent of any other organization in which the Company owns an interest or of which the Company is a creditor against similar liabilities, whether or not the Company has the power to indemnify any such Person against such liabilities.

ARTICLE XI

ACCOUNTING; RECORDS AND REPORTS

SECTION 11.01 Fiscal Year. The fiscal year of the Company shall be the calendar year, or such other year as required by the Code.

SECTION 11.02 Keeping of Accounts and Records. At all times the Managers shall cause to be kept proper and complete books of account, in which shall be entered fully and

accurately the transactions of the Company. Such books of account, together with (i) an executed copy of this Agreement (and any amendments hereto); (ii) the Certificate of the Company (and any amendments thereto); (iii) executed copies of any powers of attorney pursuant to which any of the aforesaid documents has been executed; and (iv) financial statements of the Company for each of the prior three years, shall at all times be maintained at the location specified in Section 1.02 hereof.

SECTION 11.03 Inspection Rights. Until the liquidation of the Company has been completed, the Member may examine the Company's books, records, accounts and assets, including bank balances, and may make, or cause to be made, any audit thereof at the Company's expense.

SECTION 11.04 Reports. The Managers shall prepare and transmit to the Member at the Company's expense such financial and other reports as shall be determined from time to time by the Member.

ARTICLE XII

WAIVER AND AMENDMENT

SECTION 12.01 Waiver and Amendment. Except for any waiver or amendment of the provisions of Sections 2.5 and 10.01 through 10.03 hereof which would adversely affect any Manager (or any Affiliate of a Manager), the terms and provisions of this Agreement may be waived, modified, terminated or amended at any time by the sole Member. The sole Member shall not waive or amend any provision of Sections 2.05 or 10.01 through 10.03 hereof in such a manner as would adversely affect any Manager (or any Affiliate of a Manager) without the written consent of such Manager.

ARTICLE XIII

GENERAL PROVISIONS

SECTION 13.01 Notices. Except where otherwise specifically provided in this Agreement, all notices, requests, consents, approvals and statements shall be in writing and shall be deemed to have been properly given by (i) personal delivery, (ii) first class mail, postage prepaid, (iii) electronic facsimile transmission, or (iv) courier service, addressed in each case: if to the Company, at the address where the Company's books and records are maintained as specified in Section 1.02 hereof; if to a Manager, at such Manager's address set forth in Schedule A; and if to the Member, to the Member's address set forth in Schedule A, or, in each case, to such other address or addresses (and/or by e-mail or other manner of delivery) as the addressee may have specified by written notice as aforesaid.

SECTION 13.02 Binding on Successors. This Agreement shall be binding upon and inure to the benefit of the respective heirs, successors, assigns and legal representatives of the parties hereto.

SECTION 13.03 **Counterparts.** This Agreement or any amendment hereto may be signed in any number of counterparts, each of which shall be an original, but all of which taken together shall constitute one agreement (or amendment, as the case may be).

SECTION 13.04 **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware.

SECTION 13.05 **Construction.** Whenever the content of this Agreement permits, the masculine gender shall include the feminine and neuter genders, and reference to singular or plural shall be interchangeable with the other. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the other provisions, and this Agreement shall be construed and reformed in all respects as if any such invalid or unenforceable provision(s) were omitted in order to give effect to the intent and purposes of this Agreement. References in this Agreement to particular sections of the Code or the Delaware Act shall be deemed to refer to such sections or provisions of the Code or the Delaware Act (or any successor legislation) as they may be amended after the date of this Agreement.

ARTICLE XIV

CERTAIN DEFINITIONS

SECTION 14.01 **Certain Definitions**. For purposes of this Agreement, the following terms have the respective meanings set forth below:

"Affiliate " means, with respect to the Person to which it refers, a Person that either (i) directly or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with, such Person or (ii) is the successor or assign to such Person.

"Agreement" means this Limited Liability Company Agreement, as it may be subsequently amended or restated in accordance with its terms.

"Capital Contribution " means the aggregate amount of cash or other property contributed by the Member to the Company pursuant to this Agreement.

"Certificate " means the certificate of formation of the Company and any amendments or restatements thereof as filed with the Delaware Secretary of State under the Delaware Act.

"Code " means the United States Internal Revenue Code of 1986 and the rules and regulations promulgated thereunder, as amended from time to time, or any successor statute thereto.

"Delaware Act" means the Delaware Limited Liability Company Act, as amended from time to time.

"Distributable Cash " means all cash of the Company that the Managers determine is available for distribution to the Member after the payment or provision for payment by the Company of all expenses incurred by the Company and in collecting any amounts then owed to the Company and so attributable.

"Indemnitee " shall have the meaning set forth in Section 10.01.

"Majority of the Managers" means (i) at least four of the Managers if there are then six Managers, (ii) at least three of the Managers if there are then five or four Managers, (iii) at least two of the Managers if there are then three Managers, and (ii) both of the Managers if there are then only two Managers.

"Manager" means each of the Persons then serving as a Manager of the Company in accordance to Section 2.01 hereof, in his capacity as a Manager of the LLC.

"Member" means Clean Harbors Disposal Services, Inc., a Delaware corporation.

"Net Profit" or "Net Loss " means, with respect to any fiscal year, the sum of the Company's: (a) net profit or loss as determined in accordance with the Code and the Regulations thereunder, and (b) any income exempt from federal income tax, after deduction of all expenses properly chargeable to the Company for such fiscal year (whether deductible or non-deductible and whether described in Section 705(a)(2)(B) of the Code, treated as so described pursuant to Treasury Regulations Section 1.704-1(b)(2)(iv)(i), or otherwise). For this purpose, Net Profit or Net Loss shall be determined in accordance with tax accounting principles rather than generally accepted accounting principles, and any expenses required to be capitalized and included in the Company's adjusted tax basis in any asset or which reduce the amount realized by the Company on the disposition of any asset shall be disregarded.

"Officers" means the President, the Senior Vice President, the Treasurer, the Secretary, and any such other officers of the Company as shall be elected by a Majority of the Managers or the sole Member in accordance with Section 2.02(a) hereof.

"Person " means any individual, general partnership, limited partnership, limited liability company, corporation, joint venture, trust, business trust, cooperative or association and the heirs, executors, administrators, legal representative, successors and assigns of such Person where the context so admits.

"Treasury Regulations" mean the Regulations promulgated by the United States Department of the Treasury under the Code, as amended.

IN WITNESS WHEREOF, the undersigned have executed this Limited Liability Company Agreement as of the effective date first above written.

MANAGERS:

/s/ Eric W. Gerstenberg
Eric W. Gerstenberg

/s/ Gene A. Cookson
Gene A. Cookson

/s/ Stephen H. Moynihan
Stephen H. Moynihan

/s/ Roger A. Koenecke
Roger A. Koenecke

/s/ Carl Paschetag
Carl Paschetag

/s/ William J. Geary
William J. Geary

MEMBER:

CLEAN HARBORS DISPOSAL SERVICES, INC.

By: /s/ Stephen H. Moynihan
Stephen H. Moynihan
Senior Vice President

CLEAN HARBORS ANDOVER, LLC

SCHEDULE A

Name and Address

Managers:

Eric W. Gerstenberg
c/o Clean Harbors, Inc.
1501 Washington Street
Braintree, MA 02184

Gene A. Cookson
c/o Clean Harbors, Inc.
1501 Washington Street
Braintree, MA 02184

Stephen H. Moynihan
c/o Clean Harbors, Inc.
1501 Washington Street
Braintree, MA 02184

Roger A. Koenecke
c/o Clean Harbors, Inc.
1501 Washington Street
Braintree, MA 02184

Carl Paschetag
c/o Clean Harbors, Inc.
1501 Washington Street
Braintree, MA 02184

William J. Geary
c/o Clean Harbors, Inc.
1501 Washington Street
Braintree, MA 02184

Sole Member:

Clean Harbors Disposal Services, Inc.
1501 Washington Street
Braintree, MA 02184

Exhibit 3.12

Clean Harbors Antioch, LLC

CERTIFICATE OF FORMATION

Pursuant to the provisions of Section 18-201 of the Limited Liability Company Act of the State of Delaware (the "Act"), the undersigned, being duly authorized, hereby certifies and states as follows:

1. Name of the Limited Liability Company. The name of the limited liability company formed hereby is Clean Harbors Antioch, LLC (the "LLC").

2. Registered Agent and Office of the LLC. The name of the registered agent of the LLC in the State of Delaware is Capitol Corporate Services, Inc. and the registered office address of the registered agent for the purposes of Section 18-104 of the Act is 32 Loockerman Square, Suite 109, Dover, Kent County, Delaware 19901.

IN WITNESS WHEREOF, the undersigned hereby affirms that the facts stated herein are true, this 30th day of April, 2002.

/s/ C. Michael Malm
C. Michael Malm, Authorized Person

CLEAN HARBORS ANTIOCH, LLC

LIMITED LIABILITY COMPANY AGREEMENT

LIMITED LIABILITY COMPANY AGREEMENT effective as of May 1, 2002, by and among Eric W. Gerstenberg, Gene A. Cookson, Stephen H. Moynihan, Roger A. Koenecke, Carl Paschetag, and William J. Geary, as Managers; and Clean Harbors Disposal Services, Inc., a Delaware corporation, as the sole Member. Certain capitalized terms used herein have the respective meanings set forth in Section 14.01 hereof.

ARTICLE I
CAPITAL CORPORATE SERVICES, INC.,
ORGANIZATION

SECTION 1.01 Formation of the Company. Clean Harbors Antioch, LLC (the "Company") has been formed as a limited liability company under the Delaware Limited Liability Company Act *(6 Del. C § 18-101, et seq.)*, as amended from time to time (the "Delaware Act"), through the filing of the Certificate with the Delaware Secretary of State on the effective date of this Agreement. The parties hereto agree to conduct the business of the Company in accordance with the provisions of the Act and of this Agreement.

SECTION 1.02 Name, Registered Office, and Maintenance of Books and Records. The name of the Company is "Clean Harbors Antioch, LLC." The initial address of the Company's registered office in Delaware is 32 Lookerman Square, Suite 109, Dover, Dent County, Delaware 19901, and its initial agent at such address for service of process is Capitol Corporate Services, Inc. The Company's books and records shall be maintained at c/o Clean Harbors, Inc., 1501 Washington Street, Braintree, Massachusetts 02184. A Majority of the Managers may change the location at which the Company's books and records shall be maintained to such other location within the United States as such Managers may determine at any time, upon written notice to the Member stating such new location. A Majority of the Managers may also change the Company's registered agent from time to time in their sole discretion.

SECTION 1.03 Purposes. The purposes and objectives of the Company are to own, lease, manage and/or operate a licensed hazardous waste facility, to provide environmental services, and to engage in any other lawful activities allowed to be conducted by a limited liability company.

SECTION 1.04 Powers. Subject to the terms of this Agreement, and consistent with the purposes stated in Section 1.03 hereof, the Company shall have the following powers: (i) to enter into all agreements and engage in all activities and transactions necessary or advisable to carry out the Company's purposes; and (ii) to have all other powers available to it as a limited liability company organized under the laws of the State of Delaware. Without limitation of the foregoing, the Company shall have the powers: to acquire and dispose of assets and other property; to act as a general partner, limited partner, manager and/or member of any other Person; negotiate, enter into, and modify agreements including, without limitation, partnership

agreements, limited liability company agreements, and leases or subleases of any real estate or personal property; to incur obligations for and in connection with its business; to borrow money and provide guarantees for the obligations of other Persons and, if required by any lender, as security therefor to mortgage, pledge and grant security interests in all or any part of the assets and other property owned by the Company; to repay, in whole or in part, refinance, consolidate, recast, increase, modify or extend any loans which may affect any of the assets and other property owned by the Company; and to execute any and all other documents and instruments and exercise all powers necessary or appropriate to carry out the business of the Company.

ARTICLE II

CONDUCT AND MANAGEMENT OF THE LLC

SECTION 2.01 Managers. Except as otherwise provided in this Agreement for actions which require or permit approval by the sole Member, the business of the Company shall be under the control of the Managers. The names and current addresses of the initial Managers are as described in Schedule A hereto. One or more substitute or additional Managers may be elected at any time in the future by the sole Member. Each of the original Managers and any such substitute or additional Managers shall serve as a Manager until either (i) his voluntary resignation as a Manager, or (ii) his removal as a Manager with or without cause at any time by a Majority of the Managers or the sole Member. The Managers shall not be required to make any Capital Contributions to the Company.

SECTION 2.02 Officers.

(a) In order to facilitate the day-to-day operation of the Company's business, the Company shall have the following Officers: a President, Senior Vice Presidents, a Treasurer and a Secretary, and any such additional Officers as a Majority of the Managers may from time to time deem appropriate. The President shall be a Manager, but none of the other Officers need be a Manager. Unless otherwise determined from time to time by a Majority of the Managers or by the sole Member, Eric W. Gerstenberg shall be the President, Steven H. Moynihan shall be a Senior Vice President and an Assistant Treasurer, Roger Koenecke shall be a Senior Vice President, Carl Paschetag shall be the Treasurer, William J. Geary shall be a Vice President and the Assistant Secretary, and C. Michael Malm shall be Secretary. Unless otherwise determined from time to time by a Majority of the Managers or the sole Member, the President shall be the chief executive officer of the LLC, the Treasurer shall be responsible for maintaining the funds and financial books and records of the LLC, and the Secretary shall be responsible for maintaining the records of actions (whether by written consent or meeting) of the Managers and of the sole Member and the other non-financial records of the LLC. Each of the Officers of the LLC may be removed (and his successors elected) at any time by a Majority of the Managers or the sole Member.

(b) Except as may otherwise be determined from time to time by a Majority of the Managers or the sole Member, the Managers hereby delegate to the President and any Senior Vice President then in office full authority to act on behalf of the LLC. Except as may otherwise be determined from time to time by a Majority of the Managers or the sole Member, each of the President and Senior Vice Presidents shall have, without further approval or consent of any of

the other Managers or the sole Member, full authority: to acquire and dispose of assets and other property on behalf of the LLC; to negotiate, enter into, execute or modify agreements on behalf of the LLC including, without limitation, partnership agreements, limited liability company agreements, and leases or subleases of any real estate or personal property; to incur obligations for and on behalf of the LLC for and in connection with its business; to borrow money and provide guarantees for the obligations of other Persons and, if required by any lender, as security therefor to mortgage, pledge and grant security interests in all or any part of the assets and other property owned by the Company; to repay, in whole or in part, refinance, consolidate, recast, increase, modify or extend any loans which may affect any of the assets and other property owned by the Company; and to execute any and all other documents and instruments and exercise all powers necessary or appropriate to carry out the business of the Company.

SECTION 2.03 Authorization.

(a) Every contract, agreement, and other instrument executed on behalf of the Company by any Manager, the President or any Senior Vice President, or by another Officer of the Company, if such execution is authorized by a Majority of the Managers, shall be conclusive evidence in favor of every person or entity relying thereon or claiming thereunder that at the time of the delivery thereof (i) the Company was in existence, (ii) this Agreement had not been terminated or canceled or amended in any manner so as to restrict such authority (except as shown in the Certificate or other instrument duly filed with the Secretary of State of the State of Delaware), and (iii) the execution and delivery of such instrument were duly authorized by the Managers and/or the sole Member to the extent required.

(b) Any person or entity dealing with the Company may always rely on a certificate signed by any Manager, the President, any Senior Vice President, the Secretary or an Assistant Secretary:

(i) as to who are the Managers, the Officers or the Member of the Company,

(ii) as to the existence or nonexistence of any fact or facts which (A) constitute conditions precedent to acts by the Company, or (B) are in any other manner germane to the affairs of the Company,

(iii) as to who is authorized to execute and deliver any instrument or document on behalf of the Company,

(iv) as to the authenticity of any copy of this Agreement and amendments thereto, or

(v) as to any act or failure to act by the Company, or as to any other matter whatsoever involving the Company or any Manager or Officer or Member of the Company.

SECTION 2.04 Actions by Managers or the Sole Member. Approval of any action by the Company which under the terms of this Agreement requires approval by a Majority of the Managers may be granted either by a written consent signed by a Majority of the Managers or by an affirmative vote of a Majority of the Managers at a meeting held for such purpose either with or without prior notice. Any Manager may participate in any such meeting by telephone if all

Managers participating in any such meeting shall be able to hear the other participating Managers. The participation of a Majority of the Managers shall constitute a quorum for all purposes. If any action is approved by a Majority of the Managers but any Manager shall not sign any written consent by which, or shall not participate in any meeting at which, such approval was granted, the Secretary of the Company shall promptly provide to such Manager following the date of such written consent or meeting a copy of such written consent or minutes of such meeting. Any action taken by the sole Member under the terms of this Agreement shall be by written consent of the sole Member.

SECTION 2.05 **Duty of Care.** The sole Member acknowledges that decisions concerning the Company's activities will involve the exercise of judgment and a risk of loss. The Managers, the Officers and their Affiliates shall not be liable to the Company or the Member for any loss suffered by the Company or the Member which arises out of any action or omission of a Manager, an Officer or any Affiliate of a Manager or an Officer, provided that (i) such Manager, Officer or Affiliate determined, in good faith, that such course of conduct was in, or not opposed to, the best interest of the Company or was otherwise permitted by this Agreement, and (ii) such course of conduct did not constitute gross negligence or willful malfeasance, a material breach of this Agreement, or an intentional violation of federal or state law by such Manager, Officer or Affiliate. The Managers, the Officers, and their Affiliates shall not be liable for the negligence, whether of omission or commission, dishonesty or bad faith of any employee, broker or other agent of the Company selected by the Managers or the Officers with reasonable care. Furthermore, the Managers, the Officers, and their Affiliates shall be entitled to indemnification by the Company to the extent provided in Article X hereof.

ARTICLE III

MEMBER

SECTION 3.01 **Name, Address, and Capital Contribution**. The name and current address of the sole Member are as described in Schedule A hereto. On and after the date of this Agreement, the Member shall make to the Company either in cash or in other tangible or intangible property such Capital Contributions as shall be determined by the Member. The Treasurer shall record the Member's Capital Contributions on the financial records of the Company.

SECTION 3.02 **Limited Liability.** In accordance with the Delaware Act, the liability of the Member to the Company and its creditors shall be limited to (i) any unpaid Capital Contribution which the Member has agreed to make to the Company; (ii) the amount of any distribution previously received from the Company which the Member may be required to return to the Company pursuant to Section 18-607(b) of the Delaware Act; and (iii) the unpaid balance of any other payments (if any) that the Member expressly is required, pursuant to this Agreement, to make to the Company.

SECTION 3.03 **No Control of Company**. Except as otherwise provided in this Agreement, the Member, in its capacity as such, shall not take part in the management or control of the affairs of the Company, or undertake any transactions on behalf of the Company, or have any power to sign for or otherwise to bind the Company.

SECTION 3.04 **Dissolution, Liquidation or Bankruptcy.** The dissolution, liquidation or bankruptcy of the Member shall not result in the termination of the Company, but the rights of the Member under this Agreement shall accrue to the Member's successors, estate or legal representatives. Except as expressly provided in this Agreement, no other event affecting the Member (including but not limited to insolvency) shall affect this Agreement.

ARTICLE IV

EXPENSES AND COMPENSATION

SECTION 4.01 **No Management Fee.** The Company shall not be obligated to pay to the Managers (or any Affiliate of the Managers) any management fee or similar compensation. However, the Managers shall be entitled to receive compensation from the Member and its Affiliates in the Managers' respective capacities as officers and employees of the Member and its Affiliates.

SECTION 4.02 **Expenses.** The Company shall be responsible for the payment from its own funds of all of the Company's expenses.

ARTICLE V

DISTRIBUTIONS

SECTION 5.01 **Amount, Timing and Form.** The Managers shall determine in their discretion the amount, timing and form of all distributions of Distributable Cash to be made by the Company to the sole Member.

ARTICLE VI

TAX ALLOCATIONS

SECTION 6.01 **Allocations of Net Profit or Net Loss.** As described in Articles II, III and V above, the sole Member shall be responsible for all Capital Contributions to the Company, and the Company shall make all distributions to the Member. All distributions of Net Profit or Net Loss by the Company will accordingly be made to the Member. The Company shall therefore be treated for U.S. federal income tax purposes as a "disregarded entity" of which all of the beneficial interests are held by the sole Member.

ARTICLE VII

DURATION OF THE COMPANY

SECTION 7.01 **Term of Company.** The term of the Company commenced on the filing of the Certificate with the Delaware Secretary of State and shall continue until the date on which the Company is dissolved as provided in Sections 7.02 or 7.03 or by operation of law.

SECTION 7.02 **Dissolution Upon Sale of Assets**. The Company shall be dissolved in the event of the sale or distribution by the Company of all or substantially all of the assets of the Company.

SECTION 7.03 **Dissolution by Written Consent of Member.** The sole Member may dissolve the Company at any time by written consent executed by the Member and a copy of which shall be provided to the Managers.

ARTICLE VIII

LIQUIDATION OF THE COMPANY

SECTION 8.01 **General Provisions.** Following the dissolution of the Company in accordance with Article VII hereof, the Company's assets shall be liquidated in an orderly manner. The Managers (or, at the Managers' election, another Person selected by a Majority of the Managers) shall be the liquidator to wind up the affairs of the Company pursuant to this Agreement.

SECTION 8.02 **Liquidating Distributions.** The liquidator shall pay or provide for the satisfaction of the Company's liabilities and obligations to creditors. Any Net Profit or Net Loss realized in connection with the liquidation of the Company shall be allocated to the Member pursuant to Article VI hereof, and the remaining assets of the Company shall then be distributed to the Member. In performing its duties, the liquidator is authorized to sell, exchange or otherwise dispose of the assets of the Company in such reasonable manner as the liquidator shall determine to be in the best interest of the Company and the Member.

SECTION 8.03 **Expenses of Liquidator.** The expenses incurred by the liquidator in connection with winding up the Company, and all other losses or liabilities of the Company incurred in accordance with the terms of this Agreement, shall be borne by the Company.

SECTION 8.04 **Duration of Liquidation.** A reasonable time shall be allowed for the winding up of the affairs of the Company in order to minimize any losses otherwise associated with such a winding up.

SECTION 8.05 **Duty of Care.** The liquidator shall not be liable to the Company or the Member for any loss attributable to any act or omission of the liquidator in good faith and in a manner such liquidator reasonably believed to be in, or not opposed to, the best interests of the Company in connection with the liquidation of the Company and distribution of its assets and provided that such act or omission did not constitute gross negligence, willful misconduct or a material breach of this Agreement. The liquidator may consult with counsel, investment banking firms, consultants and accountants with respect to liquidating the Company and distributing its assets and may act or omit to act in accordance with the advice of such counsel, investment banking firms, consultants or accountants, provided they shall have been selected with reasonable care.

SECTION 8.06 **No Liability for Return of Capital.** The liquidator(s), the Managers and their respective officers, directors, agents and Affiliates shall not be personally liable for the return of the Capital Contribution of the Member to the Company.

ARTICLE IX

TRANSFER OF INTERESTS

SECTION 9.01 Limitation on Transfer of Rights and Obligations of Managers. The Managers shall not assign, pledge, mortgage, hypothecate, sell or otherwise dispose of or encumber all or any part of their rights or obligations under this Agreement without the prior written consent of the Member.

SECTION 9.02 Transfer of Member Interests. Except as may otherwise be required to comply with applicable federal and state laws, the sole Member shall have the right to transfer all or any part of its interests in the Company by delivery to the Company of an assignment in writing duly executed by the Member.

ARTICLE X

INDEMNIFICATION

SECTION 10.01 General Provisions.

(a) Subject to the limitations set forth below in this Article X, each of the Managers, the Officers, the Affiliates of the Managers and the Officers, and the liquidator (if any), (each such Person being referred to hereafter as an "Indemnitee"), shall be indemnified by the Company (but only out of Company assets, including the proceeds of liability insurance) against any claim, demand, controversy, dispute, cost, loss, damage, expense (including attorneys' fees), judgment and/or liability incurred by or imposed upon the Indemnitee in connection with any action, suit or proceeding (including any proceeding before any administrative or legislative body or agency), to which the Indemnitee shall become a party or shall be threatened to become a party, by reason of the Indemnitee's being at the time the cause of action arose or thereafter, a Manager, an Officer, an Affiliate of a Manager or an Officer,, a liquidator (if any), or a director, officer, member, partner, employee, consultant or other agent of any other organization in which the Company owns an interest, which other organization the Indemnitee serves or has served as director, officer, manager, member, partner, employee, consultant or other agent at the request of the Company (whether or not the Indemnitee continues to serve in such capacity at the time such action, suit or proceeding is brought or threatened). Each Indemnitee may be entitled to such indemnification notwithstanding that the Company has sold, assigned, distributed or otherwise transferred its investment in such other organization prior to the time that such action, suit or proceeding is brought or threatened.

(b) The Indemnitee shall not be indemnified with respect to matters as to which the Indemnitee shall have been finally adjudicated in any such action, suit or proceeding (i) not to have acted in good faith and in the reasonable belief that the Indemnitee's action was in accordance with such Person's obligations to the Company or to have acted with gross negligence or a willful disregard of his duties, or in breach of his fiduciary obligations, or (ii) with respect to any criminal action or proceeding, not to have had cause to believe beyond any reasonable doubt the Indemnitee's conduct was criminal. In the event of settlement of any action, suit or proceeding brought or threatened, the indemnification provided for in this Article X shall

apply to all matters covered by the settlement except for matters as to which the Company is advised by counsel (who may be counsel regularly retained to represent the Company) that the Person seeking indemnification, in the opinion of such counsel, did not act in good faith or acted with gross negligence or a willful disregard of such Person's duties, or in breach of such Person's fiduciary obligations, or, with respect to any criminal action or proceeding, that the Person seeking indemnification had reasonable cause to believe such Person's conduct was criminal.

(c) The right of indemnification provided for in this Article X shall be in addition to any rights to which any Indemnitee may otherwise be entitled and shall inure to the benefit of the executors, administrators, personal representatives, successors or assigns of each such Indemnitee. Such Indemnitee shall first use reasonable efforts to pursue other readily available sources of indemnification before pursuing a claim for indemnification against the Company under this Article X.

SECTION 10.02 Advance Payment of Expenses. The Company shall pay the expenses incurred by an Indemnitee in defending a civil or criminal action, suit or proceeding, or in opposing any claim arising in connection with any potential or threatened civil or criminal action, suit or proceeding, in advance of the final disposition of such action, suit or proceeding, upon receipt of an undertaking by such Indemnitee satisfactory to the Managers to repay such payment if he shall be determined to be not entitled to indemnification therefor as provided herein; provided, however, that in such instance the Indemnitee is not commencing an action, suit, or proceeding against the Company, or defending an action, suit or proceeding commenced against the Indemnitee by the Company, or opposing a claim by the Company arising in connection with any such potential or threatened action, suit or proceeding.

SECTION 10.03 Insurance. At its election, the Managers may cause the Company to purchase and maintain insurance, at the expense of the Company and to the extent available, for the protection of the Managers, the Officers, the Affiliates of the Managers and the Officers, any liquidator, and the directors, officers, employees, consultants or other agents of any such Person, against any liability incurred by any such Person in any such capacity or arising out of his status as such, whether or not the Company has the power to indemnify such Person against such liability. The Managers may also cause the Company to purchase and maintain insurance for the protection of any officer, director, employee, consultant or other agent of any other organization in which the Company owns an interest or of which the Company is a creditor against similar liabilities, whether or not the Company has the power to indemnify any such Person against such liabilities.

ARTICLE XI

ACCOUNTING; RECORDS AND REPORTS

SECTION 11.01 Fiscal Year. The fiscal year of the Company shall be the calendar year, or such other year as required by the Code.

SECTION 11.02 Keeping of Accounts and Records. At all times the Managers shall cause to be kept proper and complete books of account, in which shall be entered fully and

accurately the transactions of the Company. Such books of account, together with (i) an executed copy of this Agreement (and any amendments hereto); (ii) the Certificate of the Company (and any amendments thereto); (iii) executed copies of any powers of attorney pursuant to which any of the aforesaid documents has been executed; and (iv) financial statements of the Company for each of the prior three years, shall at all times be maintained at the location specified in Section 1.02 hereof.

SECTION 11.03 **Inspection Rights.** Until the liquidation of the Company has been completed, the Member may examine the Company's books, records, accounts and assets, including bank balances, and may make, or cause to be made, any audit thereof at the Company's expense.

SECTION 11.04 **Reports.** The Managers shall prepare and transmit to the Member at the Company's expense such financial and other reports as shall be determined from time to time by the Member.

ARTICLE XII

WAIVER AND AMENDMENT

SECTION 12.01 **Waiver and Amendment.** Except for any waiver or amendment of the provisions of Sections 2.5 and 10.01 through 10.03 hereof which would adversely affect any Manager (or any Affiliate of a Manager), the terms and provisions of this Agreement may be waived, modified, terminated or amended at any time by the sole Member. The sole Member shall not waive or amend any provision of Sections 2.05 or 10.01 through 10.03 hereof in such a manner as would adversely affect any Manager (or any Affiliate of a Manager) without the written consent of such Manager.

ARTICLE XIII

GENERAL PROVISIONS

SECTION 13.01 **Notices.** Except where otherwise specifically provided in this Agreement, all notices, requests, consents, approvals and statements shall be in writing and shall be deemed to have been properly given by (i) personal delivery, (ii) first class mail, postage prepaid, (iii) electronic facsimile transmission, or (iv) courier service, addressed in each case: if to the Company, at the address where the Company's books and records are maintained as specified in Section 1.02 hereof; if to a Manager, at such Manager's address set forth in Schedule A; and if to the Member, to the Member's address set forth in Schedule A, or, in each case, to such other address or addresses (and/or by e-mail or other manner of delivery) as the addressee may have specified by written notice as aforesaid.

SECTION 13.02 **Binding on Successors**. This Agreement shall be binding upon and inure to the benefit of the respective heirs, successors, assigns and legal representatives of the parties hereto.

SECTION 13.03 **Counterparts.** This Agreement or any amendment hereto may be signed in any number of counterparts, each of which shall be an original, but all of which taken together shall constitute one agreement (or amendment, as the case may be).

SECTION 13.04 **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware.

SECTION 13.05 **Construction.** Whenever the content of this Agreement permits, the masculine gender shall include the feminine and neuter genders, and reference to singular or plural shall be interchangeable with the other. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the other provisions, and this Agreement shall be construed and reformed in all respects as if any such invalid or unenforceable provision(s) were omitted in order to give effect to the intent and purposes of this Agreement. References in this Agreement to particular sections of the Code or the Delaware Act shall be deemed to refer to such sections or provisions of the Code or the Delaware Act (or any successor legislation) as they may be amended after the date of this Agreement.

ARTICLE XIV

CERTAIN DEFINITIONS

SECTION 14.01 **Certain Definitions**. For purposes of this Agreement, the following terms have the respective meanings set forth below:

"Affiliate " means, with respect to the Person to which it refers, a Person that either (i) directly or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with, such Person or (ii) is the successor or assign to such Person.

"Agreement" means this Limited Liability Company Agreement, as it may be subsequently amended or restated in accordance with its terms.

"Capital Contribution " means the aggregate amount of cash or other property contributed by the Member to the Company pursuant to this Agreement.

"Certificate " means the certificate of formation of the Company and any amendments or restatements thereof as filed with the Delaware Secretary of State under the Delaware Act.

"Code " means the United States Internal Revenue Code of 1986 and the rules and regulations promulgated thereunder, as amended from time to time, or any successor statute thereto.

"Delaware Act" means the Delaware Limited Liability Company Act, as amended from time to time.

"Distributable Cash " means all cash of the Company that the Managers determine is available for distribution to the Member after the payment or provision for payment by the Company of all expenses incurred by the Company and in collecting any amounts then owed to the Company and so attributable.

“Indemnitee “ shall have the meaning set forth in Section 10.01.

“Majority of the Managers” means (i) at least four of the Managers if there are then six Managers, (ii) at least three of the Managers if there are then five or four Managers, (iii) at least two of the Managers if there are then three Managers, and (ii) both of the Managers if there are then only two Managers.

“Manager” means each of the Persons then serving as a Manager of the Company in accordance to Section 2.01 hereof, in his capacity as a Manager of the LLC.

“Member” means Clean Harbors Disposal Services, Inc., a Delaware corporation.

“Net Profit” or “Net Loss “ means, with respect to any fiscal year, the sum of the Company’s: (a) net profit or loss as determined in accordance with the Code and the Regulations thereunder, and (b) any income exempt from federal income tax, after deduction of all expenses properly chargeable to the Company for such fiscal year (whether deductible or non-deductible and whether described in Section 705(a)(2)(B) of the Code, treated as so described pursuant to Treasury Regulations Section 1.704-1(b)(2)(iv)(i), or otherwise). For this purpose, Net Profit or Net Loss shall be determined in accordance with tax accounting principles rather than generally accepted accounting principles, and any expenses required to be capitalized and included in the Company’s adjusted tax basis in any asset or which reduce the amount realized by the Company on the disposition of any asset shall be disregarded.

“Officers” means the President, the Senior Vice President, the Treasurer, the Secretary, and any such other officers of the Company as shall be elected by a Majority of the Managers or the sole Member in accordance with Section 2.02(a) hereof.

“Person “ means any individual, general partnership, limited partnership, limited liability company, corporation, joint venture, trust, business trust, cooperative or association and the heirs, executors, administrators, legal representative, successors and assigns of such Person where the context so admits.

“Treasury Regulations” mean the Regulations promulgated by the United States Department of the Treasury under the Code, as amended.

IN WITNESS WHEREOF, the undersigned have executed this Limited Liability Company Agreement as of the effective date first above written.

MANAGERS:

/s/ Eric W. Gerstenberg
Eric W. Gerstenberg

/s/ Gene A. Cookson
Gene A. Cookson

/s/ Stephen H. Moynihan
Stephen H. Moynihan

/s/ Roger A. Koenecke
Roger A. Koenecke

/s/ Carl Paschetag
Carl Paschetag

/s/ William J. Geary
William J. Geary

MEMBER:

CLEAN HARBORS DISPOSAL SERVICES, INC.

By: /s/ Stephen H. Moynihan
Stephen H. Moynihan
Senior Vice President

CLEAN HARBORS ANTIOCH, LLC

SCHEDULE A

<u>Name and Address</u>

<u>Managers</u>:

Eric W. Gerstenberg
c/o Clean Harbors, Inc.
1501 Washington Street
Braintree, MA 02184

Gene A. Cookson
c/o Clean Harbors, Inc.
1501 Washington Street
Braintree, MA 02184

Stephen H. Moynihan
c/o Clean Harbors, Inc.
1501 Washington Street
Braintree, MA 02184

Roger A. Koenecke
c/o Clean Harbors, Inc.
1501 Washington Street
Braintree, MA 02184

Carl Paschetag
c/o Clean Harbors, Inc.
1501 Washington Street
Braintree, MA 02184

William J. Geary
c/o Clean Harbors, Inc.
1501 Washington Street
Braintree, MA 02184

<u>Sole Member</u>:

Clean Harbors Disposal Services, Inc.
1501 Washington Street
Braintree, MA 02184

Exhibit 3.13

Clean Harbors Aragonite, LLC

CERTIFICATE OF FORMATION

Pursuant to the provisions of Section 18-201 of the Limited Liability Company Act of the State of Delaware (the "Act"), the undersigned, being duly authorized, hereby certifies and states as follows:

1. Name of the Limited Liability Company. The name of the limited liability company formed hereby is Clean Harbors Aragonite, LLC (the "LLC").

2. Registered Agent and Office of the LLC. The name of the registered agent of the LLC in the State of Delaware is Capitol Corporate Services, Inc. and the registered office address of the registered agent for the purposes of Section 18-104 of the Act is 32 Loockerman Square, Suite 109, Dover, Kent County, Delaware 19901.

IN WITNESS WHEREOF, the undersigned hereby affirms that the facts stated herein are true, this 30th day of April, 2002.

/s/ C. Michael Malm
C. Michael Malm, Authorized Person

CLEAN HARBORS ARAGONITE, LLC

LIMITED LIABILITY COMPANY AGREEMENT

LIMITED LIABILITY COMPANY AGREEMENT effective as of May 1, 2002, by and among Eric W. Gerstenberg, Gene A. Cookson, Stephen H. Moynihan, Roger A. Koenecke, Carl Paschetag, and William J. Geary, as Managers; and Clean Harbors, Inc., a Massachusetts corporation, as the sole Member. Certain capitalized terms used herein have the respective meanings set forth in Section 14.01 hereof.

ARTICLE I
CAPITAL CORPORATE SERVICES, INC.,
ORGANIZATION

SECTION 1.01 Formation of the Company. Clean Harbors Aragonite, LLC (the "Company") has been formed as a limited liability company under the Delaware Limited Liability Company Act *(6 Del. C § 18-101, et seq.)*, as amended from time to time (the "Delaware Act"), through the filing of the Certificate with the Delaware Secretary of State on the effective date of this Agreement. The parties hereto agree to conduct the business of the Company in accordance with the provisions of the Act and of this Agreement.

SECTION 1.02 Name, Registered Office, and Maintenance of Books and Records. The name of the Company is "Clean Harbors Aragonite, LLC." The initial address of the Company's registered office in Delaware is 32 Lookerman Square, Suite 109, Dover, Dent County, Delaware 19901, and its initial agent at such address for service of process is Capitol Corporate Services, Inc. The Company's books and records shall be maintained at c/o Clean Harbors, Inc., 1501 Washington Street, Braintree, Massachusetts 02184. A Majority of the Managers may change the location at which the Company's books and records shall be maintained to such other location within the United States as such Managers may determine at any time, upon written notice to the Member stating such new location. A Majority of the Managers may also change the Company's registered agent from time to time in their sole discretion.

SECTION 1.03 Purposes. The purposes and objectives of the Company are to own, lease, manage and/or operate a licensed hazardous waste facility, to provide environmental services, and to engage in any other lawful activities allowed to be conducted by a limited liability company.

SECTION 1.04 Powers. Subject to the terms of this Agreement, and consistent with the purposes stated in Section 1.03 hereof, the Company shall have the following powers: (i) to enter into all agreements and engage in all activities and transactions necessary or advisable to carry out the Company's purposes; and (ii) to have all other powers available to it as a limited liability company organized under the laws of the State of Delaware. Without limitation of the foregoing, the Company shall have the powers: to acquire and dispose of assets and other property; to act as a general partner, limited partner, manager and/or member of any other Person; negotiate, enter into, and modify agreements including, without limitation, partnership

agreements, limited liability company agreements, and leases or subleases of any real estate or personal property; to incur obligations for and in connection with its business; to borrow money and provide guarantees for the obligations of other Persons and, if required by any lender, as security therefor to mortgage, pledge and grant security interests in all or any part of the assets and other property owned by the Company; to repay, in whole or in part, refinance, consolidate, recast, increase, modify or extend any loans which may affect any of the assets and other property owned by the Company; and to execute any and all other documents and instruments and exercise all powers necessary or appropriate to carry out the business of the Company.

ARTICLE II

CONDUCT AND MANAGEMENT OF THE LLC

SECTION 2.01 Managers. Except as otherwise provided in this Agreement for actions which require or permit approval by the sole Member, the business of the Company shall be under the control of the Managers. The names and current addresses of the initial Managers are as described in Schedule A hereto. One or more substitute or additional Managers may be elected at any time in the future by the sole Member. Each of the original Managers and any such substitute or additional Managers shall serve as a Manager until either (i) his voluntary resignation as a Manager, or (ii) his removal as a Manager with or without cause at any time by a Majority of the Managers or the sole Member. The Managers shall not be required to make any Capital Contributions to the Company.

SECTION 2.02 Officers.

(a) In order to facilitate the day-to-day operation of the Company's business, the Company shall have the following Officers: a President, Senior Vice Presidents, a Treasurer and a Secretary, and any such additional Officers as a Majority of the Managers may from time to time deem appropriate. The President shall be a Manager, but none of the other Officers need be a Manager. Unless otherwise determined from time to time by a Majority of the Managers or by the sole Member, Eric W. Gerstenberg shall be the President, Steven H. Moynihan shall be a Senior Vice President and an Assistant Treasurer, Roger Koenecke shall be a Senior Vice President, Carl Paschetag shall be the Treasurer, William J. Geary shall be a Vice President and the Assistant Secretary, and C. Michael Malm shall be Secretary. Unless otherwise determined from time to time by a Majority of the Managers or the sole Member, the President shall be the chief executive officer of the LLC, the Treasurer shall be responsible for maintaining the funds and financial books and records of the LLC, and the Secretary shall be responsible for maintaining the records of actions (whether by written consent or meeting) of the Managers and of the sole Member and the other non-financial records of the LLC. Each of the Officers of the LLC may be removed (and his successors elected) at any time by a Majority of the Managers or the sole Member.

(b) Except as may otherwise be determined from time to time by a Majority of the Managers or the sole Member, the Managers hereby delegate to the President and any Senior Vice President then in office full authority to act on behalf of the LLC. Except as may otherwise be determined from time to time by a Majority of the Managers or the sole Member, each of the President and Senior Vice Presidents shall have, without further approval or consent of any of

the other Managers or the sole Member, full authority: to acquire and dispose of assets and other property on behalf of the LLC; to negotiate, enter into, execute or modify agreements on behalf of the LLC including, without limitation, partnership agreements, limited liability company agreements, and leases or subleases of any real estate or personal property; to incur obligations for and on behalf of the LLC for and in connection with its business; to borrow money and provide guarantees for the obligations of other Persons and, if required by any lender, as security therefor to mortgage, pledge and grant security interests in all or any part of the assets and other property owned by the Company; to repay, in whole or in part, refinance, consolidate, recast, increase, modify or extend any loans which may affect any of the assets and other property owned by the Company; and to execute any and all other documents and instruments and exercise all powers necessary or appropriate to carry out the business of the Company.

SECTION 2.03 Authorization.

(a) Every contract, agreement, and other instrument executed on behalf of the Company by any Manager, the President or any Senior Vice President, or by another Officer of the Company, if such execution is authorized by a Majority of the Managers, shall be conclusive evidence in favor of every person or entity relying thereon or claiming thereunder that at the time of the delivery thereof (i) the Company was in existence, (ii) this Agreement had not been terminated or canceled or amended in any manner so as to restrict such authority (except as shown in the Certificate or other instrument duly filed with the Secretary of State of the State of Delaware), and (iii) the execution and delivery of such instrument were duly authorized by the Managers and/or the sole Member to the extent required.

(b) Any person or entity dealing with the Company may always rely on a certificate signed by any Manager, the President, any Senior Vice President, the Secretary or an Assistant Secretary:

(i) as to who are the Managers, the Officers or the Member of the Company,

(ii) as to the existence or nonexistence of any fact or facts which (A) constitute conditions precedent to acts by the Company, or (B) are in any other manner germane to the affairs of the Company,

(iii) as to who is authorized to execute and deliver any instrument or document on behalf of the Company,

(iv) as to the authenticity of any copy of this Agreement and amendments thereto, or

(v) as to any act or failure to act by the Company, or as to any other matter whatsoever involving the Company or any Manager or Officer or Member of the Company.

SECTION 2.04 Actions by Managers or the Sole Member. Approval of any action by the Company which under the terms of this Agreement requires approval by a Majority of the Managers may be granted either by a written consent signed by a Majority of the Managers or by an affirmative vote of a Majority of the Managers at a meeting held for such purpose either with or without prior notice. Any Manager may participate in any such meeting by telephone if all

Managers participating in any such meeting shall be able to hear the other participating Managers. The participation of a Majority of the Managers shall constitute a quorum for all purposes. If any action is approved by a Majority of the Managers but any Manager shall not sign any written consent by which, or shall not participate in any meeting at which, such approval was granted, the Secretary of the Company shall promptly provide to such Manager following the date of such written consent or meeting a copy of such written consent or minutes of such meeting. Any action taken by the sole Member under the terms of this Agreement shall be by written consent of the sole Member.

SECTION 2.05 **Duty of Care.** The sole Member acknowledges that decisions concerning the Company's activities will involve the exercise of judgment and a risk of loss. The Managers, the Officers and their Affiliates shall not be liable to the Company or the Member for any loss suffered by the Company or the Member which arises out of any action or omission of a Manager, an Officer or any Affiliate of a Manager or an Officer, provided that (i) such Manager, Officer or Affiliate determined, in good faith, that such course of conduct was in, or not opposed to, the best interest of the Company or was otherwise permitted by this Agreement, and (ii) such course of conduct did not constitute gross negligence or willful malfeasance, a material breach of this Agreement, or an intentional violation of federal or state law by such Manager, Officer or Affiliate. The Managers, the Officers, and their Affiliates shall not be liable for the negligence, whether of omission or commission, dishonesty or bad faith of any employee, broker or other agent of the Company selected by the Managers or the Officers with reasonable care. Furthermore, the Managers, the Officers, and their Affiliates shall be entitled to indemnification by the Company to the extent provided in Article X hereof.

ARTICLE III

MEMBER

SECTION 3.01 **Name, Address, and Capital Contribution**. The name and current address of the sole Member are as described in Schedule A hereto. On and after the date of this Agreement, the Member shall make to the Company either in cash or in other tangible or intangible property such Capital Contributions as shall be determined by the Member. The Treasurer shall record the Member's Capital Contributions on the financial records of the Company.

SECTION 3.02 **Limited Liability.** In accordance with the Delaware Act, the liability of the Member to the Company and its creditors shall be limited to (i) any unpaid Capital Contribution which the Member has agreed to make to the Company; (ii) the amount of any distribution previously received from the Company which the Member may be required to return to the Company pursuant to Section 18-607(b) of the Delaware Act; and (iii) the unpaid balance of any other payments (if any) that the Member expressly is required, pursuant to this Agreement, to make to the Company.

SECTION 3.03 **No Control of Company**. Except as otherwise provided in this Agreement, the Member, in its capacity as such, shall not take part in the management or control of the affairs of the Company, or undertake any transactions on behalf of the Company, or have any power to sign for or otherwise to bind the Company.

SECTION 3.04 **Dissolution, Liquidation or Bankruptcy.** The dissolution, liquidation or bankruptcy of the Member shall not result in the termination of the Company, but the rights of the Member under this Agreement shall accrue to the Member's successors, estate or legal representatives. Except as expressly provided in this Agreement, no other event affecting the Member (including but not limited to insolvency) shall affect this Agreement.

ARTICLE IV

EXPENSES AND COMPENSATION

SECTION 4.01 **No Management Fee.** The Company shall not be obligated to pay to the Managers (or any Affiliate of the Managers) any management fee or similar compensation. However, the Managers shall be entitled to receive compensation from the Member and its Affiliates in the Managers' respective capacities as officers and employees of the Member and its Affiliates.

SECTION 4.02 **Expenses.** The Company shall be responsible for the payment from its own funds of all of the Company's expenses.

ARTICLE V

DISTRIBUTIONS

SECTION 5.01 **Amount, Timing and Form.** The Managers shall determine in their discretion the amount, timing and form of all distributions of Distributable Cash to be made by the Company to the sole Member.

ARTICLE VI

TAX ALLOCATIONS

SECTION 6.01 **Allocations of Net Profit or Net Loss.** As described in Articles II, III and V above, the sole Member shall be responsible for all Capital Contributions to the Company, and the Company shall make all distributions to the Member. All distributions of Net Profit or Net Loss by the Company will accordingly be made to the Member. The Company shall therefore be treated for U.S. federal income tax purposes as a "disregarded entity" of which all of the beneficial interests are held by the sole Member.

ARTICLE VII

DURATION OF THE COMPANY

SECTION 7.01 **Term of Company.** The term of the Company commenced on the filing of the Certificate with the Delaware Secretary of State and shall continue until the date on which the Company is dissolved as provided in Sections 7.02 or 7.03 or by operation of law.

SECTION 7.02 **Dissolution Upon Sale of Assets**. The Company shall be dissolved in the event of the sale or distribution by the Company of all or substantially all of the assets of the Company.

SECTION 7.03 **Dissolution by Written Consent of Member.** The sole Member may dissolve the Company at any time by written consent executed by the Member and a copy of which shall be provided to the Managers.

ARTICLE VIII

LIQUIDATION OF THE COMPANY

SECTION 8.01 **General Provisions.** Following the dissolution of the Company in accordance with Article VII hereof, the Company's assets shall be liquidated in an orderly manner. The Managers (or, at the Managers' election, another Person selected by a Majority of the Managers) shall be the liquidator to wind up the affairs of the Company pursuant to this Agreement.

SECTION 8.02 **Liquidating Distributions.** The liquidator shall pay or provide for the satisfaction of the Company's liabilities and obligations to creditors. Any Net Profit or Net Loss realized in connection with the liquidation of the Company shall be allocated to the Member pursuant to Article VI hereof, and the remaining assets of the Company shall then be distributed to the Member. In performing its duties, the liquidator is authorized to sell, exchange or otherwise dispose of the assets of the Company in such reasonable manner as the liquidator shall determine to be in the best interest of the Company and the Member.

SECTION 8.03 **Expenses of Liquidator.** The expenses incurred by the liquidator in connection with winding up the Company, and all other losses or liabilities of the Company incurred in accordance with the terms of this Agreement, shall be borne by the Company.

SECTION 8.04 **Duration of Liquidation.** A reasonable time shall be allowed for the winding up of the affairs of the Company in order to minimize any losses otherwise associated with such a winding up.

SECTION 8.05 **Duty of Care.** The liquidator shall not be liable to the Company or the Member for any loss attributable to any act or omission of the liquidator in good faith and in a manner such liquidator reasonably believed to be in, or not opposed to, the best interests of the Company in connection with the liquidation of the Company and distribution of its assets and provided that such act or omission did not constitute gross negligence, willful misconduct or a material breach of this Agreement. The liquidator may consult with counsel, investment banking firms, consultants and accountants with respect to liquidating the Company and distributing its assets and may act or omit to act in accordance with the advice of such counsel, investment banking firms, consultants or accountants, provided they shall have been selected with reasonable care.

SECTION 8.06 **No Liability for Return of Capital.** The liquidator(s), the Managers and their respective officers, directors, agents and Affiliates shall not be personally liable for the return of the Capital Contribution of the Member to the Company.

ARTICLE IX

TRANSFER OF INTERESTS

SECTION 9.01 Limitation on Transfer of Rights and Obligations of Managers. The Managers shall not assign, pledge, mortgage, hypothecate, sell or otherwise dispose of or encumber all or any part of their rights or obligations under this Agreement without the prior written consent of the Member.

SECTION 9.02 Transfer of Member Interests. Except as may otherwise be required to comply with applicable federal and state laws, the sole Member shall have the right to transfer all or any part of its interests in the Company by delivery to the Company of an assignment in writing duly executed by the Member.

ARTICLE X

INDEMNIFICATION

SECTION 10.01 General Provisions.

(a) Subject to the limitations set forth below in this Article X, each of the Managers, the Officers, the Affiliates of the Managers and the Officers, and the liquidator (if any), (each such Person being referred to hereafter as an "Indemnitee"), shall be indemnified by the Company (but only out of Company assets, including the proceeds of liability insurance) against any claim, demand, controversy, dispute, cost, loss, damage, expense (including attorneys' fees), judgment and/or liability incurred by or imposed upon the Indemnitee in connection with any action, suit or proceeding (including any proceeding before any administrative or legislative body or agency), to which the Indemnitee shall become a party or shall be threatened to become a party, by reason of the Indemnitee's being at the time the cause of action arose or thereafter, a Manager, an Officer, an Affiliate of a Manager or an Officer,, a liquidator (if any), or a director, officer, member, partner, employee, consultant or other agent of any other organization in which the Company owns an interest, which other organization the Indemnitee serves or has served as director, officer, manager, member, partner, employee, consultant or other agent at the request of the Company (whether or not the Indemnitee continues to serve in such capacity at the time such action, suit or proceeding is brought or threatened). Each Indemnitee may be entitled to such indemnification notwithstanding that the Company has sold, assigned, distributed or otherwise transferred its investment in such other organization prior to the time that such action, suit or proceeding is brought or threatened.

(b) The Indemnitee shall not be indemnified with respect to matters as to which the Indemnitee shall have been finally adjudicated in any such action, suit or proceeding (i) not to have acted in good faith and in the reasonable belief that the Indemnitee's action was in accordance with such Person's obligations to the Company or to have acted with gross negligence or a willful disregard of his duties, or in breach of his fiduciary obligations, or (ii) with respect to any criminal action or proceeding, not to have had cause to believe beyond any reasonable doubt the Indemnitee's conduct was criminal. In the event of settlement of any action, suit or proceeding brought or threatened, the indemnification provided for in this Article X shall

apply to all matters covered by the settlement except for matters as to which the Company is advised by counsel (who may be counsel regularly retained to represent the Company) that the Person seeking indemnification, in the opinion of such counsel, did not act in good faith or acted with gross negligence or a willful disregard of such Person's duties, or in breach of such Person's fiduciary obligations, or, with respect to any criminal action or proceeding, that the Person seeking indemnification had reasonable cause to believe such Person's conduct was criminal.

(c) The right of indemnification provided for in this Article X shall be in addition to any rights to which any Indemnitee may otherwise be entitled and shall inure to the benefit of the executors, administrators, personal representatives, successors or assigns of each such Indemnitee. Such Indemnitee shall first use reasonable efforts to pursue other readily available sources of indemnification before pursuing a claim for indemnification against the Company under this Article X.

SECTION 10.02 Advance Payment of Expenses. The Company shall pay the expenses incurred by an Indemnitee in defending a civil or criminal action, suit or proceeding, or in opposing any claim arising in connection with any potential or threatened civil or criminal action, suit or proceeding, in advance of the final disposition of such action, suit or proceeding, upon receipt of an undertaking by such Indemnitee satisfactory to the Managers to repay such payment if he shall be determined to be not entitled to indemnification therefor as provided herein; provided, however, that in such instance the Indemnitee is not commencing an action, suit, or proceeding against the Company, or defending an action, suit or proceeding commenced against the Indemnitee by the Company, or opposing a claim by the Company arising in connection with any such potential or threatened action, suit or proceeding.

SECTION 10.03 Insurance. At its election, the Managers may cause the Company to purchase and maintain insurance, at the expense of the Company and to the extent available, for the protection of the Managers, the Officers, the Affiliates of the Managers and the Officers, any liquidator, and the directors, officers, employees, consultants or other agents of any such Person, against any liability incurred by any such Person in any such capacity or arising out of his status as such, whether or not the Company has the power to indemnify such Person against such liability. The Managers may also cause the Company to purchase and maintain insurance for the protection of any officer, director, employee, consultant or other agent of any other organization in which the Company owns an interest or of which the Company is a creditor against similar liabilities, whether or not the Company has the power to indemnify any such Person against such liabilities.

ARTICLE XI

ACCOUNTING; RECORDS AND REPORTS

SECTION 11.01 Fiscal Year. The fiscal year of the Company shall be the calendar year, or such other year as required by the Code.

SECTION 11.02 Keeping of Accounts and Records. At all times the Managers shall cause to be kept proper and complete books of account, in which shall be entered fully and

accurately the transactions of the Company. Such books of account, together with (i) an executed copy of this Agreement (and any amendments hereto); (ii) the Certificate of the Company (and any amendments thereto); (iii) executed copies of any powers of attorney pursuant to which any of the aforesaid documents has been executed; and (iv) financial statements of the Company for each of the prior three years, shall at all times be maintained at the location specified in Section 1.02 hereof.

SECTION 11.03 Inspection Rights. Until the liquidation of the Company has been completed, the Member may examine the Company's books, records, accounts and assets, including bank balances, and may make, or cause to be made, any audit thereof at the Company's expense.

SECTION 11.04 Reports. The Managers shall prepare and transmit to the Member at the Company's expense such financial and other reports as shall be determined from time to time by the Member.

ARTICLE XII

WAIVER AND AMENDMENT

SECTION 12.01 Waiver and Amendment. Except for any waiver or amendment of the provisions of Sections 2.5 and 10.01 through 10.03 hereof which would adversely affect any Manager (or any Affiliate of a Manager), the terms and provisions of this Agreement may be waived, modified, terminated or amended at any time by the sole Member. The sole Member shall not waive or amend any provision of Sections 2.05 or 10.01 through 10.03 hereof in such a manner as would adversely affect any Manager (or any Affiliate of a Manager) without the written consent of such Manager.

ARTICLE XIII

GENERAL PROVISIONS

SECTION 13.01 Notices. Except where otherwise specifically provided in this Agreement, all notices, requests, consents, approvals and statements shall be in writing and shall be deemed to have been properly given by (i) personal delivery, (ii) first class mail, postage prepaid, (iii) electronic facsimile transmission, or (iv) courier service, addressed in each case: if to the Company, at the address where the Company's books and records are maintained as specified in Section 1.02 hereof; if to a Manager, at such Manager's address set forth in Schedule A; and if to the Member, to the Member's address set forth in Schedule A, or, in each case, to such other address or addresses (and/or by e-mail or other manner of delivery) as the addressee may have specified by written notice as aforesaid.

SECTION 13.02 Binding on Successors. This Agreement shall be binding upon and inure to the benefit of the respective heirs, successors, assigns and legal representatives of the parties hereto.

SECTION 13.03 **Counterparts.** This Agreement or any amendment hereto may be signed in any number of counterparts, each of which shall be an original, but all of which taken together shall constitute one agreement (or amendment, as the case may be).

SECTION 13.04 **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware.

SECTION 13.05 **Construction.** Whenever the content of this Agreement permits, the masculine gender shall include the feminine and neuter genders, and reference to singular or plural shall be interchangeable with the other. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the other provisions, and this Agreement shall be construed and reformed in all respects as if any such invalid or unenforceable provision(s) were omitted in order to give effect to the intent and purposes of this Agreement. References in this Agreement to particular sections of the Code or the Delaware Act shall be deemed to refer to such sections or provisions of the Code or the Delaware Act (or any successor legislation) as they may be amended after the date of this Agreement.

ARTICLE XIV

CERTAIN DEFINITIONS

SECTION 14.01 **Certain Definitions**. For purposes of this Agreement, the following terms have the respective meanings set forth below:

"Affiliate " means, with respect to the Person to which it refers, a Person that either (i) directly or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with, such Person or (ii) is the successor or assign to such Person.

"Agreement" means this Limited Liability Company Agreement, as it may be subsequently amended or restated in accordance with its terms.

"Capital Contribution " means the aggregate amount of cash or other property contributed by the Member to the Company pursuant to this Agreement.

"Certificate " means the certificate of formation of the Company and any amendments or restatements thereof as filed with the Delaware Secretary of State under the Delaware Act.

"Code " means the United States Internal Revenue Code of 1986 and the rules and regulations promulgated thereunder, as amended from time to time, or any successor statute thereto.

"Delaware Act" means the Delaware Limited Liability Company Act, as amended from time to time.

"Distributable Cash " means all cash of the Company that the Managers determine is available for distribution to the Member after the payment or provision for payment by the Company of all expenses incurred by the Company and in collecting any amounts then owed to the Company and so attributable.

“Indemnitee “ shall have the meaning set forth in Section 10.01.

“Majority of the Managers” means (i) at least four of the Managers if there are then six Managers, (ii) at least three of the Managers if there are then five or four Managers, (iii) at least two of the Managers if there are then three Managers, and (ii) both of the Managers if there are then only two Managers.

“Manager” means each of the Persons then serving as a Manager of the Company in accordance to Section 2.01 hereof, in his capacity as a Manager of the LLC.

“Member” means Clean Harbors, Inc., a Massachusetts corporation.

“Net Profit” or “Net Loss “ means, with respect to any fiscal year, the sum of the Company’s: (a) net profit or loss as determined in accordance with the Code and the Regulations thereunder, and (b) any income exempt from federal income tax, after deduction of all expenses properly chargeable to the Company for such fiscal year (whether deductible or non-deductible and whether described in Section 705(a)(2)(B) of the Code, treated as so described pursuant to Treasury Regulations Section 1.704-1(b)(2)(iv)(i), or otherwise). For this purpose, Net Profit or Net Loss shall be determined in accordance with tax accounting principles rather than generally accepted accounting principles, and any expenses required to be capitalized and included in the Company’s adjusted tax basis in any asset or which reduce the amount realized by the Company on the disposition of any asset shall be disregarded.

“Officers” means the President, the Senior Vice President, the Treasurer, the Secretary, and any such other officers of the Company as shall be elected by a Majority of the Managers or the sole Member in accordance with Section 2.02(a) hereof.

“Person “ means any individual, general partnership, limited partnership, limited liability company, corporation, joint venture, trust, business trust, cooperative or association and the heirs, executors, administrators, legal representative, successors and assigns of such Person where the context so admits.

“Treasury Regulations” mean the Regulations promulgated by the United States Department of the Treasury under the Code, as amended.

IN WITNESS WHEREOF, the undersigned have executed this Limited Liability Company Agreement as of the effective date first above written.

MANAGERS:

/s/ Eric W. Gerstenberg
Eric W. Gerstenberg

/s/ Gene A. Cookson
Gene A. Cookson

/s/ Stephen H. Moynihan
Stephen H. Moynihan

____
Roger A. Koenecke

/s/ Carl Paschetag
Carl Paschetag

/s/ William J. Geary
William J. Geary

MEMBER:

CLEAN HARBORS, INC.

By: /s/ Stephen H. Moynihan
Stephen H. Moynihan
Senior Vice President

CLEAN HARBORS ARAGONITE, LLC

SCHEDULE A

Name and Address

Managers:

Eric W. Gerstenberg
c/o Clean Harbors, Inc.
1501 Washington Street
Braintree, MA 02184

Gene A. Cookson
c/o Clean Harbors, Inc.
1501 Washington Street
Braintree, MA 02184

Stephen H. Moynihan
c/o Clean Harbors, Inc.
1501 Washington Street
Braintree, MA 02184

Roger A. Koenecke
c/o Clean Harbors, Inc.
1501 Washington Street
Braintree, MA 02184

Carl Paschetag
c/o Clean Harbors, Inc.
1501 Washington Street
Braintree, MA 02184

William J. Geary
c/o Clean Harbors, Inc.
1501 Washington Street
Braintree, MA 02184

Sole Member:

Clean Harbors, Inc.
1501 Washington Street
Braintree, MA 02184

Exhibit 3.14

Clean Harbors Arizona, LLC

CERTIFICATE OF FORMATION

Pursuant to the provisions of Section 18-201 of the Limited Liability Company Act of the State of Delaware (the "Act"), the undersigned, being duly authorized, hereby certifies and states as follows:

1. Name of the Limited Liability Company. The name of the limited liability company formed hereby is Clean Harbors Arizona, LLC (the "LLC").

2. Registered Agent and Office of the LLC. The name of the registered agent of the LLC in the State of Delaware is Capitol Corporate Services, Inc. and the registered office address of the registered agent for the purposes of Section 18-104 of the Act is 32 Loockerman Square, Suite 109, Dover, Kent County, Delaware 19901.

IN WITNESS WHEREOF, the undersigned hereby affirms that the facts stated herein are true, this 30th day of April, 2002.

/s/ C. Michael Malm
C. Michael Malm, Authorized Person

CLEAN HARBORS ARIZONA, LLC

LIMITED LIABILITY COMPANY AGREEMENT

LIMITED LIABILITY COMPANY AGREEMENT effective as of May 1, 2002, by and among Eric W. Gerstenberg, Gene A. Cookson, Stephen H. Moynihan, Roger A. Koenecke, Carl Paschetag, and William J. Geary, as Managers; and Clean Harbors, Inc., a Massachusetts corporation, as the sole Member. Certain capitalized terms used herein have the respective meanings set forth in Section 14.01 hereof.

ARTICLE I
CAPITAL CORPORATE SERVICES, INC.,
ORGANIZATION

SECTION 1.01 Formation of the Company. Clean Harbors Arizona, LLC (the "Company") has been formed as a limited liability company under the Delaware Limited Liability Company Act *(6 Del. C § 18-101, et seq.)*, as amended from time to time (the "Delaware Act"), through the filing of the Certificate with the Delaware Secretary of State on the effective date of this Agreement. The parties hereto agree to conduct the business of the Company in accordance with the provisions of the Act and of this Agreement.

SECTION 1.02 Name, Registered Office, and Maintenance of Books and Records. The name of the Company is "Clean Harbors Arizona, LLC." The initial address of the Company's registered office in Delaware is 32 Lookerman Square, Suite 109, Dover, Dent County, Delaware 19901, and its initial agent at such address for service of process is Capitol Corporate Services, Inc. The Company's books and records shall be maintained at c/o Clean Harbors, Inc., 1501 Washington Street, Braintree, Massachusetts 02184. A Majority of the Managers may change the location at which the Company's books and records shall be maintained to such other location within the United States as such Managers may determine at any time, upon written notice to the Member stating such new location. A Majority of the Managers may also change the Company's registered agent from time to time in their sole discretion.

SECTION 1.03 Purposes. The purposes and objectives of the Company are to own, lease, manage and/or operate a licensed hazardous waste facility, to provide environmental services, and to engage in any other lawful activities allowed to be conducted by a limited liability company.

SECTION 1.04 Powers. Subject to the terms of this Agreement, and consistent with the purposes stated in Section 1.03 hereof, the Company shall have the following powers: (i) to enter into all agreements and engage in all activities and transactions necessary or advisable to carry out the Company's purposes; and (ii) to have all other powers available to it as a limited liability company organized under the laws of the State of Delaware. Without limitation of the foregoing, the Company shall have the powers: to acquire and dispose of assets and other property; to act as a general partner, limited partner, manager and/or member of any other Person; negotiate, enter into, and modify agreements including, without limitation, partnership

agreements, limited liability company agreements, and leases or subleases of any real estate or personal property; to incur obligations for and in connection with its business; to borrow money and provide guarantees for the obligations of other Persons and, if required by any lender, as security therefor to mortgage, pledge and grant security interests in all or any part of the assets and other property owned by the Company; to repay, in whole or in part, refinance, consolidate, recast, increase, modify or extend any loans which may affect any of the assets and other property owned by the Company; and to execute any and all other documents and instruments and exercise all powers necessary or appropriate to carry out the business of the Company.

ARTICLE II

CONDUCT AND MANAGEMENT OF THE LLC

SECTION 2.01 Managers. Except as otherwise provided in this Agreement for actions which require or permit approval by the sole Member, the business of the Company shall be under the control of the Managers. The names and current addresses of the initial Managers are as described in Schedule A hereto. One or more substitute or additional Managers may be elected at any time in the future by the sole Member. Each of the original Managers and any such substitute or additional Managers shall serve as a Manager until either (i) his voluntary resignation as a Manager, or (ii) his removal as a Manager with or without cause at any time by a Majority of the Managers or the sole Member. The Managers shall not be required to make any Capital Contributions to the Company.

SECTION 2.02 Officers.

(a) In order to facilitate the day-to-day operation of the Company's business, the Company shall have the following Officers: a President, Senior Vice Presidents, a Treasurer and a Secretary, and any such additional Officers as a Majority of the Managers may from time to time deem appropriate. The President shall be a Manager, but none of the other Officers need be a Manager. Unless otherwise determined from time to time by a Majority of the Managers or by the sole Member, Eric W. Gerstenberg shall be the President, Steven H. Moynihan shall be a Senior Vice President and an Assistant Treasurer, Roger Koenecke shall be a Senior Vice President, Carl Paschetag shall be the Treasurer, William J. Geary shall be a Vice President and the Assistant Secretary, and C. Michael Malm shall be Secretary. Unless otherwise determined from time to time by a Majority of the Managers or the sole Member, the President shall be the chief executive officer of the LLC, the Treasurer shall be responsible for maintaining the funds and financial books and records of the LLC, and the Secretary shall be responsible for maintaining the records of actions (whether by written consent or meeting) of the Managers and of the sole Member and the other non-financial records of the LLC. Each of the Officers of the LLC may be removed (and his successors elected) at any time by a Majority of the Managers or the sole Member.

(b) Except as may otherwise be determined from time to time by a Majority of the Managers or the sole Member, the Managers hereby delegate to the President and any Senior Vice President then in office full authority to act on behalf of the LLC. Except as may otherwise be determined from time to time by a Majority of the Managers or the sole Member, each of the President and Senior Vice Presidents shall have, without further approval or consent of any of

the other Managers or the sole Member, full authority: to acquire and dispose of assets and other property on behalf of the LLC; to negotiate, enter into, execute or modify agreements on behalf of the LLC including, without limitation, partnership agreements, limited liability company agreements, and leases or subleases of any real estate or personal property; to incur obligations for and on behalf of the LLC for and in connection with its business; to borrow money and provide guarantees for the obligations of other Persons and, if required by any lender, as security therefor to mortgage, pledge and grant security interests in all or any part of the assets and other property owned by the Company; to repay, in whole or in part, refinance, consolidate, recast, increase, modify or extend any loans which may affect any of the assets and other property owned by the Company; and to execute any and all other documents and instruments and exercise all powers necessary or appropriate to carry out the business of the Company.

SECTION 2.03 Authorization.

(a) Every contract, agreement, and other instrument executed on behalf of the Company by any Manager, the President or any Senior Vice President, or by another Officer of the Company, if such execution is authorized by a Majority of the Managers, shall be conclusive evidence in favor of every person or entity relying thereon or claiming thereunder that at the time of the delivery thereof (i) the Company was in existence, (ii) this Agreement had not been terminated or canceled or amended in any manner so as to restrict such authority (except as shown in the Certificate or other instrument duly filed with the Secretary of State of the State of Delaware), and (iii) the execution and delivery of such instrument were duly authorized by the Managers and/or the sole Member to the extent required.

(b) Any person or entity dealing with the Company may always rely on a certificate signed by any Manager, the President, any Senior Vice President, the Secretary or an Assistant Secretary:

(i) as to who are the Managers, the Officers or the Member of the Company,

(ii) as to the existence or nonexistence of any fact or facts which (A) constitute conditions precedent to acts by the Company, or (B) are in any other manner germane to the affairs of the Company,

(iii) as to who is authorized to execute and deliver any instrument or document on behalf of the Company,

(iv) as to the authenticity of any copy of this Agreement and amendments thereto, or

(v) as to any act or failure to act by the Company, or as to any other matter whatsoever involving the Company or any Manager or Officer or Member of the Company.

SECTION 2.04 Actions by Managers or the Sole Member. Approval of any action by the Company which under the terms of this Agreement requires approval by a Majority of the Managers may be granted either by a written consent signed by a Majority of the Managers or by an affirmative vote of a Majority of the Managers at a meeting held for such purpose either with or without prior notice. Any Manager may participate in any such meeting by telephone if all

Managers participating in any such meeting shall be able to hear the other participating Managers. The participation of a Majority of the Managers shall constitute a quorum for all purposes. If any action is approved by a Majority of the Managers but any Manager shall not sign any written consent by which, or shall not participate in any meeting at which, such approval was granted, the Secretary of the Company shall promptly provide to such Manager following the date of such written consent or meeting a copy of such written consent or minutes of such meeting. Any action taken by the sole Member under the terms of this Agreement shall be by written consent of the sole Member.

SECTION 2.05 Duty of Care. The sole Member acknowledges that decisions concerning the Company's activities will involve the exercise of judgment and a risk of loss. The Managers, the Officers and their Affiliates shall not be liable to the Company or the Member for any loss suffered by the Company or the Member which arises out of any action or omission of a Manager, an Officer or any Affiliate of a Manager or an Officer, provided that (i) such Manager, Officer or Affiliate determined, in good faith, that such course of conduct was in, or not opposed to, the best interest of the Company or was otherwise permitted by this Agreement, and (ii) such course of conduct did not constitute gross negligence or willful malfeasance, a material breach of this Agreement, or an intentional violation of federal or state law by such Manager, Officer or Affiliate. The Managers, the Officers, and their Affiliates shall not be liable for the negligence, whether of omission or commission, dishonesty or bad faith of any employee, broker or other agent of the Company selected by the Managers or the Officers with reasonable care. Furthermore, the Managers, the Officers, and their Affiliates shall be entitled to indemnification by the Company to the extent provided in Article X hereof.

ARTICLE III

MEMBER

SECTION 3.01 Name, Address, and Capital Contribution. The name and current address of the sole Member are as described in Schedule A hereto. On and after the date of this Agreement, the Member shall make to the Company either in cash or in other tangible or intangible property such Capital Contributions as shall be determined by the Member. The Treasurer shall record the Member's Capital Contributions on the financial records of the Company.

SECTION 3.02 Limited Liability. In accordance with the Delaware Act, the liability of the Member to the Company and its creditors shall be limited to (i) any unpaid Capital Contribution which the Member has agreed to make to the Company; (ii) the amount of any distribution previously received from the Company which the Member may be required to return to the Company pursuant to Section 18-607(b) of the Delaware Act; and (iii) the unpaid balance of any other payments (if any) that the Member expressly is required, pursuant to this Agreement, to make to the Company.

SECTION 3.03 No Control of Company. Except as otherwise provided in this Agreement, the Member, in its capacity as such, shall not take part in the management or control of the affairs of the Company, or undertake any transactions on behalf of the Company, or have any power to sign for or otherwise to bind the Company.

SECTION 3.04 **Dissolution, Liquidation or Bankruptcy.** The dissolution, liquidation or bankruptcy of the Member shall not result in the termination of the Company, but the rights of the Member under this Agreement shall accrue to the Member's successors, estate or legal representatives. Except as expressly provided in this Agreement, no other event affecting the Member (including but not limited to insolvency) shall affect this Agreement.

ARTICLE IV

EXPENSES AND COMPENSATION

SECTION 4.01 **No Management Fee.** The Company shall not be obligated to pay to the Managers (or any Affiliate of the Managers) any management fee or similar compensation. However, the Managers shall be entitled to receive compensation from the Member and its Affiliates in the Managers' respective capacities as officers and employees of the Member and its Affiliates.

SECTION 4.02 **Expenses.** The Company shall be responsible for the payment from its own funds of all of the Company's expenses.

ARTICLE V

DISTRIBUTIONS

SECTION 5.01 **Amount, Timing and Form.** The Managers shall determine in their discretion the amount, timing and form of all distributions of Distributable Cash to be made by the Company to the sole Member.

ARTICLE VI

TAX ALLOCATIONS

SECTION 6.01 **Allocations of Net Profit or Net Loss.** As described in Articles II, III and V above, the sole Member shall be responsible for all Capital Contributions to the Company, and the Company shall make all distributions to the Member. All distributions of Net Profit or Net Loss by the Company will accordingly be made to the Member. The Company shall therefore be treated for U.S. federal income tax purposes as a "disregarded entity" of which all of the beneficial interests are held by the sole Member.

ARTICLE VII

DURATION OF THE COMPANY

SECTION 7.01 **Term of Company.** The term of the Company commenced on the filing of the Certificate with the Delaware Secretary of State and shall continue until the date on which the Company is dissolved as provided in Sections 7.02 or 7.03 or by operation of law.

SECTION 7.02 **Dissolution Upon Sale of Assets**. The Company shall be dissolved in the event of the sale or distribution by the Company of all or substantially all of the assets of the Company.

SECTION 7.03 **Dissolution by Written Consent of Member.** The sole Member may dissolve the Company at any time by written consent executed by the Member and a copy of which shall be provided to the Managers.

ARTICLE VIII

LIQUIDATION OF THE COMPANY

SECTION 8.01 **General Provisions.** Following the dissolution of the Company in accordance with Article VII hereof, the Company's assets shall be liquidated in an orderly manner. The Managers (or, at the Managers' election, another Person selected by a Majority of the Managers) shall be the liquidator to wind up the affairs of the Company pursuant to this Agreement.

SECTION 8.02 **Liquidating Distributions.** The liquidator shall pay or provide for the satisfaction of the Company's liabilities and obligations to creditors. Any Net Profit or Net Loss realized in connection with the liquidation of the Company shall be allocated to the Member pursuant to Article VI hereof, and the remaining assets of the Company shall then be distributed to the Member. In performing its duties, the liquidator is authorized to sell, exchange or otherwise dispose of the assets of the Company in such reasonable manner as the liquidator shall determine to be in the best interest of the Company and the Member.

SECTION 8.03 **Expenses of Liquidator.** The expenses incurred by the liquidator in connection with winding up the Company, and all other losses or liabilities of the Company incurred in accordance with the terms of this Agreement, shall be borne by the Company.

SECTION 8.04 **Duration of Liquidation.** A reasonable time shall be allowed for the winding up of the affairs of the Company in order to minimize any losses otherwise associated with such a winding up.

SECTION 8.05 **Duty of Care.** The liquidator shall not be liable to the Company or the Member for any loss attributable to any act or omission of the liquidator in good faith and in a manner such liquidator reasonably believed to be in, or not opposed to, the best interests of the Company in connection with the liquidation of the Company and distribution of its assets and provided that such act or omission did not constitute gross negligence, willful misconduct or a material breach of this Agreement. The liquidator may consult with counsel, investment banking firms, consultants and accountants with respect to liquidating the Company and distributing its assets and may act or omit to act in accordance with the advice of such counsel, investment banking firms, consultants or accountants, provided they shall have been selected with reasonable care.

SECTION 8.06 **No Liability for Return of Capital.** The liquidator(s), the Managers and their respective officers, directors, agents and Affiliates shall not be personally liable for the return of the Capital Contribution of the Member to the Company.

ARTICLE IX

TRANSFER OF INTERESTS

SECTION 9.01 Limitation on Transfer of Rights and Obligations of Managers. The Managers shall not assign, pledge, mortgage, hypothecate, sell or otherwise dispose of or encumber all or any part of their rights or obligations under this Agreement without the prior written consent of the Member.

SECTION 9.02 Transfer of Member Interests. Except as may otherwise be required to comply with applicable federal and state laws, the sole Member shall have the right to transfer all or any part of its interests in the Company by delivery to the Company of an assignment in writing duly executed by the Member.

ARTICLE X

INDEMNIFICATION

SECTION 10.01 General Provisions.

(a) Subject to the limitations set forth below in this Article X, each of the Managers, the Officers, the Affiliates of the Managers and the Officers, and the liquidator (if any), (each such Person being referred to hereafter as an "Indemnitee"), shall be indemnified by the Company (but only out of Company assets, including the proceeds of liability insurance) against any claim, demand, controversy, dispute, cost, loss, damage, expense (including attorneys' fees), judgment and/or liability incurred by or imposed upon the Indemnitee in connection with any action, suit or proceeding (including any proceeding before any administrative or legislative body or agency), to which the Indemnitee shall become a party or shall be threatened to become a party, by reason of the Indemnitee's being at the time the cause of action arose or thereafter, a Manager, an Officer, an Affiliate of a Manager or an Officer,, a liquidator (if any), or a director, officer, member, partner, employee, consultant or other agent of any other organization in which the Company owns an interest, which other organization the Indemnitee serves or has served as director, officer, manager, member, partner, employee, consultant or other agent at the request of the Company (whether or not the Indemnitee continues to serve in such capacity at the time such action, suit or proceeding is brought or threatened). Each Indemnitee may be entitled to such indemnification notwithstanding that the Company has sold, assigned, distributed or otherwise transferred its investment in such other organization prior to the time that such action, suit or proceeding is brought or threatened.

(b) The Indemnitee shall not be indemnified with respect to matters as to which the Indemnitee shall have been finally adjudicated in any such action, suit or proceeding (i) not to have acted in good faith and in the reasonable belief that the Indemnitee's action was in accordance with such Person's obligations to the Company or to have acted with gross negligence or a willful disregard of his duties, or in breach of his fiduciary obligations, or (ii) with respect to any criminal action or proceeding, not to have had cause to believe beyond any reasonable doubt the Indemnitee's conduct was criminal. In the event of settlement of any action, suit or proceeding brought or threatened, the indemnification provided for in this Article X shall

apply to all matters covered by the settlement except for matters as to which the Company is advised by counsel (who may be counsel regularly retained to represent the Company) that the Person seeking indemnification, in the opinion of such counsel, did not act in good faith or acted with gross negligence or a willful disregard of such Person's duties, or in breach of such Person's fiduciary obligations, or, with respect to any criminal action or proceeding, that the Person seeking indemnification had reasonable cause to believe such Person's conduct was criminal.

(c) The right of indemnification provided for in this Article X shall be in addition to any rights to which any Indemnitee may otherwise be entitled and shall inure to the benefit of the executors, administrators, personal representatives, successors or assigns of each such Indemnitee. Such Indemnitee shall first use reasonable efforts to pursue other readily available sources of indemnification before pursuing a claim for indemnification against the Company under this Article X.

SECTION 10.02 Advance Payment of Expenses. The Company shall pay the expenses incurred by an Indemnitee in defending a civil or criminal action, suit or proceeding, or in opposing any claim arising in connection with any potential or threatened civil or criminal action, suit or proceeding, in advance of the final disposition of such action, suit or proceeding, upon receipt of an undertaking by such Indemnitee satisfactory to the Managers to repay such payment if he shall be determined to be not entitled to indemnification therefor as provided herein; provided, however, that in such instance the Indemnitee is not commencing an action, suit, or proceeding against the Company, or defending an action, suit or proceeding commenced against the Indemnitee by the Company, or opposing a claim by the Company arising in connection with any such potential or threatened action, suit or proceeding.

SECTION 10.03 Insurance. At its election, the Managers may cause the Company to purchase and maintain insurance, at the expense of the Company and to the extent available, for the protection of the Managers, the Officers, the Affiliates of the Managers and the Officers, any liquidator, and the directors, officers, employees, consultants or other agents of any such Person, against any liability incurred by any such Person in any such capacity or arising out of his status as such, whether or not the Company has the power to indemnify such Person against such liability. The Managers may also cause the Company to purchase and maintain insurance for the protection of any officer, director, employee, consultant or other agent of any other organization in which the Company owns an interest or of which the Company is a creditor against similar liabilities, whether or not the Company has the power to indemnify any such Person against such liabilities.

ARTICLE XI

ACCOUNTING; RECORDS AND REPORTS

SECTION 11.01 Fiscal Year. The fiscal year of the Company shall be the calendar year, or such other year as required by the Code.

SECTION 11.02 Keeping of Accounts and Records. At all times the Managers shall cause to be kept proper and complete books of account, in which shall be entered fully and

accurately the transactions of the Company. Such books of account, together with (i) an executed copy of this Agreement (and any amendments hereto); (ii) the Certificate of the Company (and any amendments thereto); (iii) executed copies of any powers of attorney pursuant to which any of the aforesaid documents has been executed; and (iv) financial statements of the Company for each of the prior three years, shall at all times be maintained at the location specified in Section 1.02 hereof.

SECTION 11.03 **Inspection Rights.** Until the liquidation of the Company has been completed, the Member may examine the Company's books, records, accounts and assets, including bank balances, and may make, or cause to be made, any audit thereof at the Company's expense.

SECTION 11.04 **Reports.** The Managers shall prepare and transmit to the Member at the Company's expense such financial and other reports as shall be determined from time to time by the Member.

ARTICLE XII

WAIVER AND AMENDMENT

SECTION 12.01 **Waiver and Amendment.** Except for any waiver or amendment of the provisions of Sections 2.5 and 10.01 through 10.03 hereof which would adversely affect any Manager (or any Affiliate of a Manager), the terms and provisions of this Agreement may be waived, modified, terminated or amended at any time by the sole Member. The sole Member shall not waive or amend any provision of Sections 2.05 or 10.01 through 10.03 hereof in such a manner as would adversely affect any Manager (or any Affiliate of a Manager) without the written consent of such Manager.

ARTICLE XIII

GENERAL PROVISIONS

SECTION 13.01 **Notices.** Except where otherwise specifically provided in this Agreement, all notices, requests, consents, approvals and statements shall be in writing and shall be deemed to have been properly given by (i) personal delivery, (ii) first class mail, postage prepaid, (iii) electronic facsimile transmission, or (iv) courier service, addressed in each case: if to the Company, at the address where the Company's books and records are maintained as specified in Section 1.02 hereof; if to a Manager, at such Manager's address set forth in Schedule A; and if to the Member, to the Member's address set forth in Schedule A, or, in each case, to such other address or addresses (and/or by e-mail or other manner of delivery) as the addressee may have specified by written notice as aforesaid.

SECTION 13.02 **Binding on Successors**. This Agreement shall be binding upon and inure to the benefit of the respective heirs, successors, assigns and legal representatives of the parties hereto.

SECTION 13.03 **Counterparts.** This Agreement or any amendment hereto may be signed in any number of counterparts, each of which shall be an original, but all of which taken together shall constitute one agreement (or amendment, as the case may be).

SECTION 13.04 **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware.

SECTION 13.05 **Construction.** Whenever the content of this Agreement permits, the masculine gender shall include the feminine and neuter genders, and reference to singular or plural shall be interchangeable with the other. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the other provisions, and this Agreement shall be construed and reformed in all respects as if any such invalid or unenforceable provision(s) were omitted in order to give effect to the intent and purposes of this Agreement. References in this Agreement to particular sections of the Code or the Delaware Act shall be deemed to refer to such sections or provisions of the Code or the Delaware Act (or any successor legislation) as they may be amended after the date of this Agreement.

ARTICLE XIV

CERTAIN DEFINITIONS

SECTION 14.01 **Certain Definitions**. For purposes of this Agreement, the following terms have the respective meanings set forth below:

"Affiliate " means, with respect to the Person to which it refers, a Person that either (i) directly or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with, such Person or (ii) is the successor or assign to such Person.

"Agreement" means this Limited Liability Company Agreement, as it may be subsequently amended or restated in accordance with its terms.

"Capital Contribution " means the aggregate amount of cash or other property contributed by the Member to the Company pursuant to this Agreement.

"Certificate " means the certificate of formation of the Company and any amendments or restatements thereof as filed with the Delaware Secretary of State under the Delaware Act.

"Code " means the United States Internal Revenue Code of 1986 and the rules and regulations promulgated thereunder, as amended from time to time, or any successor statute thereto.

"Delaware Act" means the Delaware Limited Liability Company Act, as amended from time to time.

"Distributable Cash " means all cash of the Company that the Managers determine is available for distribution to the Member after the payment or provision for payment by the Company of all expenses incurred by the Company and in collecting any amounts then owed to the Company and so attributable.

“Indemnitee “ shall have the meaning set forth in Section 10.01.

“Majority of the Managers” means (i) at least four of the Managers if there are then six Managers, (ii) at least three of the Managers if there are then five or four Managers, (iii) at least two of the Managers if there are then three Managers, and (ii) both of the Managers if there are then only two Managers.

“Manager” means each of the Persons then serving as a Manager of the Company in accordance to Section 2.01 hereof, in his capacity as a Manager of the LLC.

“Member” means Clean Harbors, Inc., a Massachusetts corporation.

“Net Profit” or “Net Loss “ means, with respect to any fiscal year, the sum of the Company’s: (a) net profit or loss as determined in accordance with the Code and the Regulations thereunder, and (b) any income exempt from federal income tax, after deduction of all expenses properly chargeable to the Company for such fiscal year (whether deductible or non-deductible and whether described in Section 705(a)(2)(B) of the Code, treated as so described pursuant to Treasury Regulations Section 1.704-1(b)(2)(iv)(i), or otherwise). For this purpose, Net Profit or Net Loss shall be determined in accordance with tax accounting principles rather than generally accepted accounting principles, and any expenses required to be capitalized and included in the Company’s adjusted tax basis in any asset or which reduce the amount realized by the Company on the disposition of any asset shall be disregarded.

“Officers” means the President, the Senior Vice President, the Treasurer, the Secretary, and any such other officers of the Company as shall be elected by a Majority of the Managers or the sole Member in accordance with Section 2.02(a) hereof.

“Person “ means any individual, general partnership, limited partnership, limited liability company, corporation, joint venture, trust, business trust, cooperative or association and the heirs, executors, administrators, legal representative, successors and assigns of such Person where the context so admits.

“Treasury Regulations” mean the Regulations promulgated by the United States Department of the Treasury under the Code, as amended.

IN WITNESS WHEREOF, the undersigned have executed this Limited Liability Company Agreement as of the effective date first above written.

MANAGERS:

/s/ Eric W. Gerstenberg
Eric W. Gerstenberg

/s Gene A. Cookson
Gene A. Cookson

/s/ Stephen H. Moynihan
Stephen H. Moynihan

/s/ Roger A. Koenecke
Roger A. Koenecke

/s/ Carl Paschetag
Carl Paschetag

/s/ William J. Geary
William J. Geary

MEMBER:

CLEAN HARBORS, INC.

By: /s/ Stephen H. Moynihan
Stephen H. Moynihan
Senior Vice President

CLEAN HARBORS ARIZONA, LLC

SCHEDULE A

Name and Address

Managers:

Eric W. Gerstenberg
c/o Clean Harbors, Inc.
1501 Washington Street
Braintree, MA 02184

Gene A. Cookson
c/o Clean Harbors, Inc.
1501 Washington Street
Braintree, MA 02184

Stephen H. Moynihan
c/o Clean Harbors, Inc.
1501 Washington Street
Braintree, MA 02184

Roger A. Koenecke
c/o Clean Harbors, Inc.
1501 Washington Street
Braintree, MA 02184

Carl Paschetag
c/o Clean Harbors, Inc.
1501 Washington Street
Braintree, MA 02184

William J. Geary
c/o Clean Harbors, Inc.
1501 Washington Street
Braintree, MA 02184

Sole Member:

Clean Harbors, Inc.
1501 Washington Street
Braintree, MA 02184

Exhibit 3.15

Clean Harbors Baton Rouge, LLC

CERTIFICATE OF FORMATION

Pursuant to the provisions of Section 18-201 of the Limited Liability Company Act of the State of Delaware (the "Act"), the undersigned, being duly authorized, hereby certifies and states as follows:

1. Name of the Limited Liability Company. The name of the limited liability company formed hereby is Clean Harbors Baton Rouge, LLC (the "LLC").

2. Registered Agent and Office of the LLC. The name of the registered agent of the LLC in the State of Delaware is Capitol Corporate Services, Inc. and the registered office address of the registered agent for the purposes of Section 18-104 of the Act is 32 Loockerman Square, Suite 109, Dover, Kent County, Delaware 19901.

IN WITNESS WHEREOF, the undersigned hereby affirms that the facts stated herein are true, this 16th day of May, 2002.

/s/ C. Michael Malm
C. Michael Malm, Authorized Person

CLEAN HARBORS BATON ROUGE, LLC

LIMITED LIABILITY COMPANY AGREEMENT

LIMITED LIABILITY COMPANY AGREEMENT effective as of May 1, 2002, by and among Eric W. Gerstenberg, Gene A. Cookson, Stephen H. Moynihan, Roger A. Koenecke, Carl Paschetag, and William J. Geary, as Managers; and Clean Harbors Disposal Services, Inc., a Delaware corporation, as the sole Member. Certain capitalized terms used herein have the respective meanings set forth in Section 14.01 hereof.

ARTICLE I
CAPITAL CORPORATE SERVICES, INC.,
ORGANIZATION

SECTION 1.01 Formation of the Company. Clean Harbors Baton Rouge, LLC (the "Company") has been formed as a limited liability company under the Delaware Limited Liability Company Act *(6 Del. C § 18-101, et seq.)*, as amended from time to time (the "Delaware Act"), through the filing of the Certificate with the Delaware Secretary of State on the effective date of this Agreement. The parties hereto agree to conduct the business of the Company in accordance with the provisions of the Act and of this Agreement.

SECTION 1.02 Name, Registered Office, and Maintenance of Books and Records. The name of the Company is "Clean Harbors Baton Rouge, LLC." The initial address of the Company's registered office in Delaware is 32 Lookerman Square, Suite 109, Dover, Dent County, Delaware 19901, and its initial agent at such address for service of process is Capitol Corporate Services, Inc. The Company's books and records shall be maintained at c/o Clean Harbors, Inc., 1501 Washington Street, Braintree, Massachusetts 02184. A Majority of the Managers may change the location at which the Company's books and records shall be maintained to such other location within the United States as such Managers may determine at any time, upon written notice to the Member stating such new location. A Majority of the Managers may also change the Company's registered agent from time to time in their sole discretion.

SECTION 1.03 Purposes. The purposes and objectives of the Company are to own, lease, manage and/or operate a licensed hazardous waste facility, to provide environmental services, and to engage in any other lawful activities allowed to be conducted by a limited liability company.

SECTION 1.04 Powers. Subject to the terms of this Agreement, and consistent with the purposes stated in Section 1.03 hereof, the Company shall have the following powers: (i) to enter into all agreements and engage in all activities and transactions necessary or advisable to carry out the Company's purposes; and (ii) to have all other powers available to it as a limited liability company organized under the laws of the State of Delaware. Without limitation of the foregoing, the Company shall have the powers: to acquire and dispose of assets and other property; to act as a general partner, limited partner, manager and/or member of any other Person; negotiate, enter into, and modify agreements including, without limitation, partnership

agreements, limited liability company agreements, and leases or subleases of any real estate or personal property; to incur obligations for and in connection with its business; to borrow money and provide guarantees for the obligations of other Persons and, if required by any lender, as security therefor to mortgage, pledge and grant security interests in all or any part of the assets and other property owned by the Company; to repay, in whole or in part, refinance, consolidate, recast, increase, modify or extend any loans which may affect any of the assets and other property owned by the Company; and to execute any and all other documents and instruments and exercise all powers necessary or appropriate to carry out the business of the Company.

ARTICLE II

CONDUCT AND MANAGEMENT OF THE LLC

SECTION 2.01 Managers. Except as otherwise provided in this Agreement for actions which require or permit approval by the sole Member, the business of the Company shall be under the control of the Managers. The names and current addresses of the initial Managers are as described in Schedule A hereto. One or more substitute or additional Managers may be elected at any time in the future by the sole Member. Each of the original Managers and any such substitute or additional Managers shall serve as a Manager until either (i) his voluntary resignation as a Manager, or (ii) his removal as a Manager with or without cause at any time by a Majority of the Managers or the sole Member. The Managers shall not be required to make any Capital Contributions to the Company.

SECTION 2.02 Officers.

(a) In order to facilitate the day-to-day operation of the Company's business, the Company shall have the following Officers: a President, Senior Vice Presidents, a Treasurer and a Secretary, and any such additional Officers as a Majority of the Managers may from time to time deem appropriate. The President shall be a Manager, but none of the other Officers need be a Manager. Unless otherwise determined from time to time by a Majority of the Managers or by the sole Member, Eric W. Gerstenberg shall be the President, Steven H. Moynihan shall be a Senior Vice President and an Assistant Treasurer, Roger Koenecke shall be a Senior Vice President, Carl Paschetag shall be the Treasurer, William J. Geary shall be a Vice President and the Assistant Secretary, and C. Michael Malm shall be Secretary. Unless otherwise determined from time to time by a Majority of the Managers or the sole Member, the President shall be the chief executive officer of the LLC, the Treasurer shall be responsible for maintaining the funds and financial books and records of the LLC, and the Secretary shall be responsible for maintaining the records of actions (whether by written consent or meeting) of the Managers and of the sole Member and the other non-financial records of the LLC. Each of the Officers of the LLC may be removed (and his successors elected) at any time by a Majority of the Managers or the sole Member.

(b) Except as may otherwise be determined from time to time by a Majority of the Managers or the sole Member, the Managers hereby delegate to the President and any Senior Vice President then in office full authority to act on behalf of the LLC. Except as may otherwise be determined from time to time by a Majority of the Managers or the sole Member, each of the President and Senior Vice Presidents shall have, without further approval or consent of any of

the other Managers or the sole Member, full authority: to acquire and dispose of assets and other property on behalf of the LLC; to negotiate, enter into, execute or modify agreements on behalf of the LLC including, without limitation, partnership agreements, limited liability company agreements, and leases or subleases of any real estate or personal property; to incur obligations for and on behalf of the LLC for and in connection with its business; to borrow money and provide guarantees for the obligations of other Persons and, if required by any lender, as security therefor to mortgage, pledge and grant security interests in all or any part of the assets and other property owned by the Company; to repay, in whole or in part, refinance, consolidate, recast, increase, modify or extend any loans which may affect any of the assets and other property owned by the Company; and to execute any and all other documents and instruments and exercise all powers necessary or appropriate to carry out the business of the Company.

SECTION 2.03 Authorization.

(a) Every contract, agreement, and other instrument executed on behalf of the Company by any Manager, the President or any Senior Vice President, or by another Officer of the Company, if such execution is authorized by a Majority of the Managers, shall be conclusive evidence in favor of every person or entity relying thereon or claiming thereunder that at the time of the delivery thereof (i) the Company was in existence, (ii) this Agreement had not been terminated or canceled or amended in any manner so as to restrict such authority (except as shown in the Certificate or other instrument duly filed with the Secretary of State of the State of Delaware), and (iii) the execution and delivery of such instrument were duly authorized by the Managers and/or the sole Member to the extent required.

(b) Any person or entity dealing with the Company may always rely on a certificate signed by any Manager, the President, any Senior Vice President, the Secretary or an Assistant Secretary:

(i) as to who are the Managers, the Officers or the Member of the Company,

(ii) as to the existence or nonexistence of any fact or facts which (A) constitute conditions precedent to acts by the Company, or (B) are in any other manner germane to the affairs of the Company,

(iii) as to who is authorized to execute and deliver any instrument or document on behalf of the Company,

(iv) as to the authenticity of any copy of this Agreement and amendments thereto, or

(v) as to any act or failure to act by the Company, or as to any other matter whatsoever involving the Company or any Manager or Officer or Member of the Company.

SECTION 2.04 Actions by Managers or the Sole Member. Approval of any action by the Company which under the terms of this Agreement requires approval by a Majority of the Managers may be granted either by a written consent signed by a Majority of the Managers or by an affirmative vote of a Majority of the Managers at a meeting held for such purpose either with or without prior notice. Any Manager may participate in any such meeting by telephone if all

Managers participating in any such meeting shall be able to hear the other participating Managers. The participation of a Majority of the Managers shall constitute a quorum for all purposes. If any action is approved by a Majority of the Managers but any Manager shall not sign any written consent by which, or shall not participate in any meeting at which, such approval was granted, the Secretary of the Company shall promptly provide to such Manager following the date of such written consent or meeting a copy of such written consent or minutes of such meeting. Any action taken by the sole Member under the terms of this Agreement shall be by written consent of the sole Member.

SECTION 2.05 **Duty of Care.** The sole Member acknowledges that decisions concerning the Company's activities will involve the exercise of judgment and a risk of loss. The Managers, the Officers and their Affiliates shall not be liable to the Company or the Member for any loss suffered by the Company or the Member which arises out of any action or omission of a Manager, an Officer or any Affiliate of a Manager or an Officer, provided that (i) such Manager, Officer or Affiliate determined, in good faith, that such course of conduct was in, or not opposed to, the best interest of the Company or was otherwise permitted by this Agreement, and (ii) such course of conduct did not constitute gross negligence or willful malfeasance, a material breach of this Agreement, or an intentional violation of federal or state law by such Manager, Officer or Affiliate. The Managers, the Officers, and their Affiliates shall not be liable for the negligence, whether of omission or commission, dishonesty or bad faith of any employee, broker or other agent of the Company selected by the Managers or the Officers with reasonable care. Furthermore, the Managers, the Officers, and their Affiliates shall be entitled to indemnification by the Company to the extent provided in Article X hereof.

ARTICLE III

MEMBER

SECTION 3.01 **Name, Address, and Capital Contribution**. The name and current address of the sole Member are as described in Schedule A hereto. On and after the date of this Agreement, the Member shall make to the Company either in cash or in other tangible or intangible property such Capital Contributions as shall be determined by the Member. The Treasurer shall record the Member's Capital Contributions on the financial records of the Company.

SECTION 3.02 **Limited Liability.** In accordance with the Delaware Act, the liability of the Member to the Company and its creditors shall be limited to (i) any unpaid Capital Contribution which the Member has agreed to make to the Company; (ii) the amount of any distribution previously received from the Company which the Member may be required to return to the Company pursuant to Section 18-607(b) of the Delaware Act; and (iii) the unpaid balance of any other payments (if any) that the Member expressly is required, pursuant to this Agreement, to make to the Company.

SECTION 3.03 **No Control of Company**. Except as otherwise provided in this Agreement, the Member, in its capacity as such, shall not take part in the management or control of the affairs of the Company, or undertake any transactions on behalf of the Company, or have any power to sign for or otherwise to bind the Company.

SECTION 3.04 **Dissolution, Liquidation or Bankruptcy.** The dissolution, liquidation or bankruptcy of the Member shall not result in the termination of the Company, but the rights of the Member under this Agreement shall accrue to the Member's successors, estate or legal representatives. Except as expressly provided in this Agreement, no other event affecting the Member (including but not limited to insolvency) shall affect this Agreement.

ARTICLE IV

EXPENSES AND COMPENSATION

SECTION 4.01 **No Management Fee.** The Company shall not be obligated to pay to the Managers (or any Affiliate of the Managers) any management fee or similar compensation. However, the Managers shall be entitled to receive compensation from the Member and its Affiliates in the Managers' respective capacities as officers and employees of the Member and its Affiliates.

SECTION 4.02 **Expenses.** The Company shall be responsible for the payment from its own funds of all of the Company's expenses.

ARTICLE V

DISTRIBUTIONS

SECTION 5.01 **Amount, Timing and Form.** The Managers shall determine in their discretion the amount, timing and form of all distributions of Distributable Cash to be made by the Company to the sole Member.

ARTICLE VI

TAX ALLOCATIONS

SECTION 6.01 **Allocations of Net Profit or Net Loss.** As described in Articles II, III and V above, the sole Member shall be responsible for all Capital Contributions to the Company, and the Company shall make all distributions to the Member. All distributions of Net Profit or Net Loss by the Company will accordingly be made to the Member. The Company shall therefore be treated for U.S. federal income tax purposes as a "disregarded entity" of which all of the beneficial interests are held by the sole Member.

ARTICLE VII

DURATION OF THE COMPANY

SECTION 7.01 **Term of Company.** The term of the Company commenced on the filing of the Certificate with the Delaware Secretary of State and shall continue until the date on which the Company is dissolved as provided in Sections 7.02 or 7.03 or by operation of law.

SECTION 7.02 **Dissolution Upon Sale of Assets**. The Company shall be dissolved in the event of the sale or distribution by the Company of all or substantially all of the assets of the Company.

SECTION 7.03 **Dissolution by Written Consent of Member.** The sole Member may dissolve the Company at any time by written consent executed by the Member and a copy of which shall be provided to the Managers.

ARTICLE VIII

LIQUIDATION OF THE COMPANY

SECTION 8.01 **General Provisions.** Following the dissolution of the Company in accordance with Article VII hereof, the Company's assets shall be liquidated in an orderly manner. The Managers (or, at the Managers' election, another Person selected by a Majority of the Managers) shall be the liquidator to wind up the affairs of the Company pursuant to this Agreement.

SECTION 8.02 **Liquidating Distributions.** The liquidator shall pay or provide for the satisfaction of the Company's liabilities and obligations to creditors. Any Net Profit or Net Loss realized in connection with the liquidation of the Company shall be allocated to the Member pursuant to Article VI hereof, and the remaining assets of the Company shall then be distributed to the Member. In performing its duties, the liquidator is authorized to sell, exchange or otherwise dispose of the assets of the Company in such reasonable manner as the liquidator shall determine to be in the best interest of the Company and the Member.

SECTION 8.03 **Expenses of Liquidator.** The expenses incurred by the liquidator in connection with winding up the Company, and all other losses or liabilities of the Company incurred in accordance with the terms of this Agreement, shall be borne by the Company.

SECTION 8.04 **Duration of Liquidation.** A reasonable time shall be allowed for the winding up of the affairs of the Company in order to minimize any losses otherwise associated with such a winding up.

SECTION 8.05 **Duty of Care.** The liquidator shall not be liable to the Company or the Member for any loss attributable to any act or omission of the liquidator in good faith and in a manner such liquidator reasonably believed to be in, or not opposed to, the best interests of the Company in connection with the liquidation of the Company and distribution of its assets and provided that such act or omission did not constitute gross negligence, willful misconduct or a material breach of this Agreement. The liquidator may consult with counsel, investment banking firms, consultants and accountants with respect to liquidating the Company and distributing its assets and may act or omit to act in accordance with the advice of such counsel, investment banking firms, consultants or accountants, provided they shall have been selected with reasonable care.

SECTION 8.06 **No Liability for Return of Capital.** The liquidator(s), the Managers and their respective officers, directors, agents and Affiliates shall not be personally liable for the return of the Capital Contribution of the Member to the Company.

ARTICLE IX

TRANSFER OF INTERESTS

SECTION 9.01 Limitation on Transfer of Rights and Obligations of Managers. The Managers shall not assign, pledge, mortgage, hypothecate, sell or otherwise dispose of or encumber all or any part of their rights or obligations under this Agreement without the prior written consent of the Member.

SECTION 9.02 Transfer of Member Interests. Except as may otherwise be required to comply with applicable federal and state laws, the sole Member shall have the right to transfer all or any part of its interests in the Company by delivery to the Company of an assignment in writing duly executed by the Member.

ARTICLE X

INDEMNIFICATION

SECTION 10.01 General Provisions.

(a) Subject to the limitations set forth below in this Article X, each of the Managers, the Officers, the Affiliates of the Managers and the Officers, and the liquidator (if any), (each such Person being referred to hereafter as an “Indemnitee”), shall be indemnified by the Company (but only out of Company assets, including the proceeds of liability insurance) against any claim, demand, controversy, dispute, cost, loss, damage, expense (including attorneys’ fees), judgment and/or liability incurred by or imposed upon the Indemnitee in connection with any action, suit or proceeding (including any proceeding before any administrative or legislative body or agency), to which the Indemnitee shall become a party or shall be threatened to become a party, by reason of the Indemnitee’s being at the time the cause of action arose or thereafter, a Manager, an Officer, an Affiliate of a Manager or an Officer,, a liquidator (if any), or a director, officer, member, partner, employee, consultant or other agent of any other organization in which the Company owns an interest, which other organization the Indemnitee serves or has served as director, officer, manager, member, partner, employee, consultant or other agent at the request of the Company (whether or not the Indemnitee continues to serve in such capacity at the time such action, suit or proceeding is brought or threatened). Each Indemnitee may be entitled to such indemnification notwithstanding that the Company has sold, assigned, distributed or otherwise transferred its investment in such other organization prior to the time that such action, suit or proceeding is brought or threatened.

(b) The Indemnitee shall not be indemnified with respect to matters as to which the Indemnitee shall have been finally adjudicated in any such action, suit or proceeding (i) not to have acted in good faith and in the reasonable belief that the Indemnitee’s action was in accordance with such Person’s obligations to the Company or to have acted with gross negligence or a willful disregard of his duties, or in breach of his fiduciary obligations, or (ii) with respect to any criminal action or proceeding, not to have had cause to believe beyond any reasonable doubt the Indemnitee’s conduct was criminal. In the event of settlement of any action, suit or proceeding brought or threatened, the indemnification provided for in this Article X shall

apply to all matters covered by the settlement except for matters as to which the Company is advised by counsel (who may be counsel regularly retained to represent the Company) that the Person seeking indemnification, in the opinion of such counsel, did not act in good faith or acted with gross negligence or a willful disregard of such Person's duties, or in breach of such Person's fiduciary obligations, or, with respect to any criminal action or proceeding, that the Person seeking indemnification had reasonable cause to believe such Person's conduct was criminal.

(c) The right of indemnification provided for in this Article X shall be in addition to any rights to which any Indemnitee may otherwise be entitled and shall inure to the benefit of the executors, administrators, personal representatives, successors or assigns of each such Indemnitee. Such Indemnitee shall first use reasonable efforts to pursue other readily available sources of indemnification before pursuing a claim for indemnification against the Company under this Article X.

SECTION 10.02 Advance Payment of Expenses. The Company shall pay the expenses incurred by an Indemnitee in defending a civil or criminal action, suit or proceeding, or in opposing any claim arising in connection with any potential or threatened civil or criminal action, suit or proceeding, in advance of the final disposition of such action, suit or proceeding, upon receipt of an undertaking by such Indemnitee satisfactory to the Managers to repay such payment if he shall be determined to be not entitled to indemnification therefor as provided herein; provided, however, that in such instance the Indemnitee is not commencing an action, suit, or proceeding against the Company, or defending an action, suit or proceeding commenced against the Indemnitee by the Company, or opposing a claim by the Company arising in connection with any such potential or threatened action, suit or proceeding.

SECTION 10.03 Insurance. At its election, the Managers may cause the Company to purchase and maintain insurance, at the expense of the Company and to the extent available, for the protection of the Managers, the Officers, the Affiliates of the Managers and the Officers, any liquidator, and the directors, officers, employees, consultants or other agents of any such Person, against any liability incurred by any such Person in any such capacity or arising out of his status as such, whether or not the Company has the power to indemnify such Person against such liability. The Managers may also cause the Company to purchase and maintain insurance for the protection of any officer, director, employee, consultant or other agent of any other organization in which the Company owns an interest or of which the Company is a creditor against similar liabilities, whether or not the Company has the power to indemnify any such Person against such liabilities.

ARTICLE XI

ACCOUNTING; RECORDS AND REPORTS

SECTION 11.01 Fiscal Year. The fiscal year of the Company shall be the calendar year, or such other year as required by the Code.

SECTION 11.02 Keeping of Accounts and Records. At all times the Managers shall cause to be kept proper and complete books of account, in which shall be entered fully and

accurately the transactions of the Company. Such books of account, together with (i) an executed copy of this Agreement (and any amendments hereto); (ii) the Certificate of the Company (and any amendments thereto); (iii) executed copies of any powers of attorney pursuant to which any of the aforesaid documents has been executed; and (iv) financial statements of the Company for each of the prior three years, shall at all times be maintained at the location specified in Section 1.02 hereof.

SECTION 11.03 Inspection Rights. Until the liquidation of the Company has been completed, the Member may examine the Company's books, records, accounts and assets, including bank balances, and may make, or cause to be made, any audit thereof at the Company's expense.

SECTION 11.04 Reports. The Managers shall prepare and transmit to the Member at the Company's expense such financial and other reports as shall be determined from time to time by the Member.

ARTICLE XII

WAIVER AND AMENDMENT

SECTION 12.01 Waiver and Amendment. Except for any waiver or amendment of the provisions of Sections 2.5 and 10.01 through 10.03 hereof which would adversely affect any Manager (or any Affiliate of a Manager), the terms and provisions of this Agreement may be waived, modified, terminated or amended at any time by the sole Member. The sole Member shall not waive or amend any provision of Sections 2.05 or 10.01 through 10.03 hereof in such a manner as would adversely affect any Manager (or any Affiliate of a Manager) without the written consent of such Manager.

ARTICLE XIII

GENERAL PROVISIONS

SECTION 13.01 Notices. Except where otherwise specifically provided in this Agreement, all notices, requests, consents, approvals and statements shall be in writing and shall be deemed to have been properly given by (i) personal delivery, (ii) first class mail, postage prepaid, (iii) electronic facsimile transmission, or (iv) courier service, addressed in each case: if to the Company, at the address where the Company's books and records are maintained as specified in Section 1.02 hereof; if to a Manager, at such Manager's address set forth in Schedule A; and if to the Member, to the Member's address set forth in Schedule A, or, in each case, to such other address or addresses (and/or by e-mail or other manner of delivery) as the addressee may have specified by written notice as aforesaid.

SECTION 13.02 Binding on Successors. This Agreement shall be binding upon and inure to the benefit of the respective heirs, successors, assigns and legal representatives of the parties hereto.

SECTION 13.03 **Counterparts.** This Agreement or any amendment hereto may be signed in any number of counterparts, each of which shall be an original, but all of which taken together shall constitute one agreement (or amendment, as the case may be).

SECTION 13.04 **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware.

SECTION 13.05 **Construction.** Whenever the content of this Agreement permits, the masculine gender shall include the feminine and neuter genders, and reference to singular or plural shall be interchangeable with the other. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the other provisions, and this Agreement shall be construed and reformed in all respects as if any such invalid or unenforceable provision(s) were omitted in order to give effect to the intent and purposes of this Agreement. References in this Agreement to particular sections of the Code or the Delaware Act shall be deemed to refer to such sections or provisions of the Code or the Delaware Act (or any successor legislation) as they may be amended after the date of this Agreement.

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SECTION 14.01 **Certain Definitions**. For purposes of this Agreement, the following terms have the respective meanings set forth below:

"Affiliate " means, with respect to the Person to which it refers, a Person that either (i) directly or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with, such Person or (ii) is the successor or assign to such Person.

"Agreement" means this Limited Liability Company Agreement, as it may be subsequently amended or restated in accordance with its terms.

"Capital Contribution " means the aggregate amount of cash or other property contributed by the Member to the Company pursuant to this Agreement.

"Certificate " means the certificate of formation of the Company and any amendments or restatements thereof as filed with the Delaware Secretary of State under the Delaware Act.

"Code " means the United States Internal Revenue Code of 1986 and the rules and regulations promulgated thereunder, as amended from time to time, or any successor statute thereto.

"Delaware Act" means the Delaware Limited Liability Company Act, as amended from time to time.

"Distributable Cash " means all cash of the Company that the Managers determine is available for distribution to the Member after the payment or provision for payment by the Company of all expenses incurred by the Company and in collecting any amounts then owed to the Company and so attributable.

“Indemnitee “ shall have the meaning set forth in Section 10.01.

“Majority of the Managers” means (i) at least four of the Managers if there are then six Managers, (ii) at least three of the Managers if there are then five or four Managers, (iii) at least two of the Managers if there are then three Managers, and (ii) both of the Managers if there are then only two Managers.

“Manager” means each of the Persons then serving as a Manager of the Company in accordance to Section 2.01 hereof, in his capacity as a Manager of the LLC.

“Member” means Clean Harbors Disposal Services, Inc., a Delaware corporation.

“Net Profit” or “Net Loss “ means, with respect to any fiscal year, the sum of the Company’s: (a) net profit or loss as determined in accordance with the Code and the Regulations thereunder, and (b) any income exempt from federal income tax, after deduction of all expenses properly chargeable to the Company for such fiscal year (whether deductible or non-deductible and whether described in Section 705(a)(2)(B) of the Code, treated as so described pursuant to Treasury Regulations Section 1.704-1(b)(2)(iv)(i), or otherwise). For this purpose, Net Profit or Net Loss shall be determined in accordance with tax accounting principles rather than generally accepted accounting principles, and any expenses required to be capitalized and included in the Company’s adjusted tax basis in any asset or which reduce the amount realized by the Company on the disposition of any asset shall be disregarded.

“Officers” means the President, the Senior Vice President, the Treasurer, the Secretary, and any such other officers of the Company as shall be elected by a Majority of the Managers or the sole Member in accordance with Section 2.02(a) hereof.

“Person “ means any individual, general partnership, limited partnership, limited liability company, corporation, joint venture, trust, business trust, cooperative or association and the heirs, executors, administrators, legal representative, successors and assigns of such Person where the context so admits.

“Treasury Regulations” mean the Regulations promulgated by the United States Department of the Treasury under the Code, as amended.

IN WITNESS WHEREOF, the undersigned have executed this Limited Liability Company Agreement as of the effective date first above written.

MANAGERS:

/s/ Eric W. Gerstenberg
Eric W. Gerstenberg

/s/ Gene A. Cookson
Gene A. Cookson

/s/ Stephen H. Moynihan
Stephen H. Moynihan

/s/ Roger A. Koenecke
Roger A. Koenecke

/s/ Carl Paschetag
Carl Paschetag

/s/ William J. Geary
William J. Geary

MEMBER:

CLEAN HARBORS DISPOSAL SERVICES, INC.

By: /s/ Stephen H. Moynihan
Stephen H. Moynihan
Senior Vice President

CLEAN HARBORS BATON ROUGE, LLC

SCHEDULE A

<u>Name and Address</u>

<u>Managers</u>:

Eric W. Gerstenberg
c/o Clean Harbors, Inc.
1501 Washington Street
Braintree, MA 02184

Gene A. Cookson
c/o Clean Harbors, Inc.
1501 Washington Street
Braintree, MA 02184

Stephen H. Moynihan
c/o Clean Harbors, Inc.
1501 Washington Street
Braintree, MA 02184

Roger A. Koenecke
c/o Clean Harbors, Inc.
1501 Washington Street
Braintree, MA 02184

Carl Paschetag
c/o Clean Harbors, Inc.
1501 Washington Street
Braintree, MA 02184

William J. Geary
c/o Clean Harbors, Inc.
1501 Washington Street
Braintree, MA 02184

<u>Sole Member</u>:

Clean Harbors Disposal Services, Inc.
1501 Washington Street
Braintree, MA 02184

Exhibit 3.16

Clean Harbors BDT, LLC

CERTIFICATE OF FORMATION

Pursuant to the provisions of Section 18-201 of the Limited Liability Company Act of the State of Delaware (the "Act"), the undersigned, being duly authorized, hereby certifies and states as follows:

1. Name of the Limited Liability Company. The name of the limited liability company formed hereby is Clean Harbors BDT, LLC (the "LLC").

2. Registered Agent and Office of the LLC. The name of the registered agent of the LLC in the State of Delaware is Capitol Corporate Services, Inc. and the registered office address of the registered agent for the purposes of Section 18-104 of the Act is 32 Loockerman Square, Suite 109, Dover, Kent County, Delaware 19901.

IN WITNESS WHEREOF, the undersigned hereby affirms that the facts stated herein are true, this 30th day of April, 2002.

/s/ C. Michael Malm
C. Michael Malm, Authorized Person

CLEAN HARBORS BDT, LLC

LIMITED LIABILITY COMPANY AGREEMENT

LIMITED LIABILITY COMPANY AGREEMENT effective as of May 1, 2002, by and among Eric W. Gerstenberg, Gene A. Cookson, Stephen H. Moynihan, Roger A. Koenecke, Carl Paschetag, and William J. Geary, as Managers; and Clean Harbors Disposal Services, Inc., a Delaware corporation, as the sole Member. Certain capitalized terms used herein have the respective meanings set forth in Section 14.01 hereof.

ARTICLE I
CAPITAL CORPORATE SERVICES, INC.,
ORGANIZATION

SECTION 1.01 Formation of the Company. Clean Harbors BDT, LLC (the "Company") has been formed as a limited liability company under the Delaware Limited Liability Company Act *(6 Del. C § 18-101, et seq.)*, as amended from time to time (the "Delaware Act"), through the filing of the Certificate with the Delaware Secretary of State on the effective date of this Agreement. The parties hereto agree to conduct the business of the Company in accordance with the provisions of the Act and of this Agreement.

SECTION 1.02 Name, Registered Office, and Maintenance of Books and Records. The name of the Company is "Clean Harbors BDT, LLC." The initial address of the Company's registered office in Delaware is 32 Lookerman Square, Suite 109, Dover, Dent County, Delaware 19901, and its initial agent at such address for service of process is Capitol Corporate Services, Inc. The Company's books and records shall be maintained at c/o Clean Harbors, Inc., 1501 Washington Street, Braintree, Massachusetts 02184. A Majority of the Managers may change the location at which the Company's books and records shall be maintained to such other location within the United States as such Managers may determine at any time, upon written notice to the Member stating such new location. A Majority of the Managers may also change the Company's registered agent from time to time in their sole discretion.

SECTION 1.03 Purposes. The purposes and objectives of the Company are to own, lease, manage and/or operate a licensed hazardous waste facility, to provide environmental services, and to engage in any other lawful activities allowed to be conducted by a limited liability company.

SECTION 1.04 Powers. Subject to the terms of this Agreement, and consistent with the purposes stated in Section 1.03 hereof, the Company shall have the following powers: (i) to enter into all agreements and engage in all activities and transactions necessary or advisable to carry out the Company's purposes; and (ii) to have all other powers available to it as a limited liability company organized under the laws of the State of Delaware. Without limitation of the foregoing, the Company shall have the powers: to acquire and dispose of assets and other property; to act as a general partner, limited partner, manager and/or member of any other Person; negotiate, enter into, and modify agreements including, without limitation, partnership agreements, limited liability company agreements, and leases or subleases of any real estate or

personal property; to incur obligations for and in connection with its business; to borrow money and provide guarantees for the obligations of other Persons and, if required by any lender, as security therefor to mortgage, pledge and grant security interests in all or any part of the assets and other property owned by the Company; to repay, in whole or in part, refinance, consolidate, recast, increase, modify or extend any loans which may affect any of the assets and other property owned by the Company; and to execute any and all other documents and instruments and exercise all powers necessary or appropriate to carry out the business of the Company.

ARTICLE II

CONDUCT AND MANAGEMENT OF THE LLC

SECTION 2.01 Managers. Except as otherwise provided in this Agreement for actions which require or permit approval by the sole Member, the business of the Company shall be under the control of the Managers. The names and current addresses of the initial Managers are as described in Schedule A hereto. One or more substitute or additional Managers may be elected at any time in the future by the sole Member. Each of the original Managers and any such substitute or additional Managers shall serve as a Manager until either (i) his voluntary resignation as a Manager, or (ii) his removal as a Manager with or without cause at any time by a Majority of the Managers or the sole Member. The Managers shall not be required to make any Capital Contributions to the Company.

SECTION 2.02 Officers.

(a) In order to facilitate the day-to-day operation of the Company's business, the Company shall have the following Officers: a President, Senior Vice Presidents, a Treasurer and a Secretary, and any such additional Officers as a Majority of the Managers may from time to time deem appropriate. The President shall be a Manager, but none of the other Officers need be a Manager. Unless otherwise determined from time to time by a Majority of the Managers or by the sole Member, Eric W. Gerstenberg shall be the President, Steven H. Moynihan shall be a Senior Vice President and an Assistant Treasurer, Roger Koenecke shall be a Senior Vice President, Carl Paschetag shall be the Treasurer, William J. Geary shall be a Vice President and the Assistant Secretary, and C. Michael Malm shall be Secretary. Unless otherwise determined from time to time by a Majority of the Managers or the sole Member, the President shall be the chief executive officer of the LLC, the Treasurer shall be responsible for maintaining the funds and financial books and records of the LLC, and the Secretary shall be responsible for maintaining the records of actions (whether by written consent or meeting) of the Managers and of the sole Member and the other non-financial records of the LLC. Each of the Officers of the LLC may be removed (and his successors elected) at any time by a Majority of the Managers or the sole Member.

(b) Except as may otherwise be determined from time to time by a Majority of the Managers or the sole Member, the Managers hereby delegate to the President and any Senior Vice President then in office full authority to act on behalf of the LLC. Except as may otherwise be determined from time to time by a Majority of the Managers or the sole Member, each of the President and Senior Vice Presidents shall have, without further approval or consent of any of the other Managers or the sole Member, full authority: to acquire and dispose of assets and other

property on behalf of the LLC; to negotiate, enter into, execute or modify agreements on behalf of the LLC including, without limitation, partnership agreements, limited liability company agreements, and leases or subleases of any real estate or personal property; to incur obligations for and on behalf of the LLC for and in connection with its business; to borrow money and provide guarantees for the obligations of other Persons and, if required by any lender, as security therefor to mortgage, pledge and grant security interests in all or any part of the assets and other property owned by the Company; to repay, in whole or in part, refinance, consolidate, recast, increase, modify or extend any loans which may affect any of the assets and other property owned by the Company; and to execute any and all other documents and instruments and exercise all powers necessary or appropriate to carry out the business of the Company.

SECTION 2.03 Authorization.

(a) Every contract, agreement, and other instrument executed on behalf of the Company by any Manager, the President or any Senior Vice President, or by another Officer of the Company, if such execution is authorized by a Majority of the Managers, shall be conclusive evidence in favor of every person or entity relying thereon or claiming thereunder that at the time of the delivery thereof (i) the Company was in existence, (ii) this Agreement had not been terminated or canceled or amended in any manner so as to restrict such authority (except as shown in the Certificate or other instrument duly filed with the Secretary of State of the State of Delaware), and (iii) the execution and delivery of such instrument were duly authorized by the Managers and/or the sole Member to the extent required.

(b) Any person or entity dealing with the Company may always rely on a certificate signed by any Manager, the President, any Senior Vice President, the Secretary or an Assistant Secretary:

(i) as to who are the Managers, the Officers or the Member of the Company,

(ii) as to the existence or nonexistence of any fact or facts which (A) constitute conditions precedent to acts by the Company, or (B) are in any other manner germane to the affairs of the Company,

(iii) as to who is authorized to execute and deliver any instrument or document on behalf of the Company,

(iv) as to the authenticity of any copy of this Agreement and amendments thereto, or

(v) as to any act or failure to act by the Company, or as to any other matter whatsoever involving the Company or any Manager or Officer or Member of the Company.

SECTION 2.04 Actions by Managers or the Sole Member. Approval of any action by the Company which under the terms of this Agreement requires approval by a Majority of the Managers may be granted either by a written consent signed by a Majority of the Managers or by an affirmative vote of a Majority of the Managers at a meeting held for such purpose either with or without prior notice. Any Manager may participate in any such meeting by telephone if all Managers participating in any such meeting shall be able to hear the other participating

Managers. The participation of a Majority of the Managers shall constitute a quorum for all purposes. If any action is approved by a Majority of the Managers but any Manager shall not sign any written consent by which, or shall not participate in any meeting at which, such approval was granted, the Secretary of the Company shall promptly provide to such Manager following the date of such written consent or meeting a copy of such written consent or minutes of such meeting. Any action taken by the sole Member under the terms of this Agreement shall be by written consent of the sole Member.

SECTION 2.05 **Duty of Care.** The sole Member acknowledges that decisions concerning the Company's activities will involve the exercise of judgment and a risk of loss. The Managers, the Officers and their Affiliates shall not be liable to the Company or the Member for any loss suffered by the Company or the Member which arises out of any action or omission of a Manager, an Officer or any Affiliate of a Manager or an Officer, provided that (i) such Manager, Officer or Affiliate determined, in good faith, that such course of conduct was in, or not opposed to, the best interest of the Company or was otherwise permitted by this Agreement, and (ii) such course of conduct did not constitute gross negligence or willful malfeasance, a material breach of this Agreement, or an intentional violation of federal or state law by such Manager, Officer or Affiliate. The Managers, the Officers, and their Affiliates shall not be liable for the negligence, whether of omission or commission, dishonesty or bad faith of any employee, broker or other agent of the Company selected by the Managers or the Officers with reasonable care. Furthermore, the Managers, the Officers, and their Affiliates shall be entitled to indemnification by the Company to the extent provided in Article X hereof.

ARTICLE III

MEMBER

SECTION 3.01 **Name, Address, and Capital Contribution**. The name and current address of the sole Member are as described in Schedule A hereto. On and after the date of this Agreement, the Member shall make to the Company either in cash or in other tangible or intangible property such Capital Contributions as shall be determined by the Member. The Treasurer shall record the Member's Capital Contributions on the financial records of the Company.

SECTION 3.02 **Limited Liability.** In accordance with the Delaware Act, the liability of the Member to the Company and its creditors shall be limited to (i) any unpaid Capital Contribution which the Member has agreed to make to the Company; (ii) the amount of any distribution previously received from the Company which the Member may be required to return to the Company pursuant to Section 18-607(b) of the Delaware Act; and (iii) the unpaid balance of any other payments (if any) that the Member expressly is required, pursuant to this Agreement, to make to the Company.

SECTION 3.03 **No Control of Company**. Except as otherwise provided in this Agreement, the Member, in its capacity as such, shall not take part in the management or control of the affairs of the Company, or undertake any transactions on behalf of the Company, or have any power to sign for or otherwise to bind the Company.

SECTION 3.04 **Dissolution, Liquidation or Bankruptcy.** The dissolution, liquidation or bankruptcy of the Member shall not result in the termination of the Company, but the rights of the Member under this Agreement shall accrue to the Member's successors, estate or legal representatives. Except as expressly provided in this Agreement, no other event affecting the Member (including but not limited to insolvency) shall affect this Agreement.

ARTICLE IV

EXPENSES AND COMPENSATION

SECTION 4.01 **No Management Fee.** The Company shall not be obligated to pay to the Managers (or any Affiliate of the Managers) any management fee or similar compensation. However, the Managers shall be entitled to receive compensation from the Member and its Affiliates in the Managers' respective capacities as officers and employees of the Member and its Affiliates.

SECTION 4.02 **Expenses.** The Company shall be responsible for the payment from its own funds of all of the Company's expenses.

ARTICLE V

DISTRIBUTIONS

SECTION 5.01 **Amount, Timing and Form.** The Managers shall determine in their discretion the amount, timing and form of all distributions of Distributable Cash to be made by the Company to the sole Member.

ARTICLE VI

TAX ALLOCATIONS

SECTION 6.01 **Allocations of Net Profit or Net Loss.** As described in Articles II, III and V above, the sole Member shall be responsible for all Capital Contributions to the Company, and the Company shall make all distributions to the Member. All distributions of Net Profit or Net Loss by the Company will accordingly be made to the Member. The Company shall therefore be treated for U.S. federal income tax purposes as a "disregarded entity" of which all of the beneficial interests are held by the sole Member.

ARTICLE VII

DURATION OF THE COMPANY

SECTION 7.01 **Term of Company.** The term of the Company commenced on the filing of the Certificate with the Delaware Secretary of State and shall continue until the date on which the Company is dissolved as provided in Sections 7.02 or 7.03 or by operation of law.

SECTION 7.02 **Dissolution Upon Sale of Assets**. The Company shall be dissolved in the event of the sale or distribution by the Company of all or substantially all of the assets of the Company.

SECTION 7.03 **Dissolution by Written Consent of Member.** The sole Member may dissolve the Company at any time by written consent executed by the Member and a copy of which shall be provided to the Managers.

ARTICLE VIII

LIQUIDATION OF THE COMPANY

SECTION 8.01 **General Provisions.** Following the dissolution of the Company in accordance with Article VII hereof, the Company's assets shall be liquidated in an orderly manner. The Managers (or, at the Managers' election, another Person selected by a Majority of the Managers) shall be the liquidator to wind up the affairs of the Company pursuant to this Agreement.

SECTION 8.02 **Liquidating Distributions.** The liquidator shall pay or provide for the satisfaction of the Company's liabilities and obligations to creditors. Any Net Profit or Net Loss realized in connection with the liquidation of the Company shall be allocated to the Member pursuant to Article VI hereof, and the remaining assets of the Company shall then be distributed to the Member. In performing its duties, the liquidator is authorized to sell, exchange or otherwise dispose of the assets of the Company in such reasonable manner as the liquidator shall determine to be in the best interest of the Company and the Member.

SECTION 8.03 **Expenses of Liquidator.** The expenses incurred by the liquidator in connection with winding up the Company, and all other losses or liabilities of the Company incurred in accordance with the terms of this Agreement, shall be borne by the Company.

SECTION 8.04 **Duration of Liquidation.** A reasonable time shall be allowed for the winding up of the affairs of the Company in order to minimize any losses otherwise associated with such a winding up.

SECTION 8.05 **Duty of Care.** The liquidator shall not be liable to the Company or the Member for any loss attributable to any act or omission of the liquidator in good faith and in a manner such liquidator reasonably believed to be in, or not opposed to, the best interests of the Company in connection with the liquidation of the Company and distribution of its assets and provided that such act or omission did not constitute gross negligence, willful misconduct or a material breach of this Agreement. The liquidator may consult with counsel, investment banking firms, consultants and accountants with respect to liquidating the Company and distributing its assets and may act or omit to act in accordance with the advice of such counsel, investment banking firms, consultants or accountants, provided they shall have been selected with reasonable care.

SECTION 8.06 **No Liability for Return of Capital.** The liquidator(s), the Managers and their respective officers, directors, agents and Affiliates shall not be personally liable for the return of the Capital Contribution of the Member to the Company.

ARTICLE IX

TRANSFER OF INTERESTS

SECTION 9.01 Limitation on Transfer of Rights and Obligations of Managers. The Managers shall not assign, pledge, mortgage, hypothecate, sell or otherwise dispose of or encumber all or any part of their rights or obligations under this Agreement without the prior written consent of the Member.

SECTION 9.02 Transfer of Member Interests. Except as may otherwise be required to comply with applicable federal and state laws, the sole Member shall have the right to transfer all or any part of its interests in the Company by delivery to the Company of an assignment in writing duly executed by the Member.

ARTICLE X

INDEMNIFICATION

SECTION 10.01 General Provisions.

(a) Subject to the limitations set forth below in this Article X, each of the Managers, the Officers, the Affiliates of the Managers and the Officers, and the liquidator (if any), (each such Person being referred to hereafter as an “Indemnitee”), shall be indemnified by the Company (but only out of Company assets, including the proceeds of liability insurance) against any claim, demand, controversy, dispute, cost, loss, damage, expense (including attorneys’ fees), judgment and/or liability incurred by or imposed upon the Indemnitee in connection with any action, suit or proceeding (including any proceeding before any administrative or legislative body or agency), to which the Indemnitee shall become a party or shall be threatened to become a party, by reason of the Indemnitee’s being at the time the cause of action arose or thereafter, a Manager, an Officer, an Affiliate of a Manager or an Officer,, a liquidator (if any), or a director, officer, member, partner, employee, consultant or other agent of any other organization in which the Company owns an interest, which other organization the Indemnitee serves or has served as director, officer, manager, member, partner, employee, consultant or other agent at the request of the Company (whether or not the Indemnitee continues to serve in such capacity at the time such action, suit or proceeding is brought or threatened). Each Indemnitee may be entitled to such indemnification notwithstanding that the Company has sold, assigned, distributed or otherwise transferred its investment in such other organization prior to the time that such action, suit or proceeding is brought or threatened.

(b) The Indemnitee shall not be indemnified with respect to matters as to which the Indemnitee shall have been finally adjudicated in any such action, suit or proceeding (i) not to have acted in good faith and in the reasonable belief that the Indemnitee’s action was in accordance with such Person’s obligations to the Company or to have acted with gross negligence or a willful disregard of his duties, or in breach of his fiduciary obligations, or (ii) with respect to any criminal action or proceeding, not to have had cause to believe beyond any reasonable doubt the Indemnitee’s conduct was criminal. In the event of settlement of any action, suit or proceeding brought or threatened, the indemnification provided for in this Article X shall

apply to all matters covered by the settlement except for matters as to which the Company is advised by counsel (who may be counsel regularly retained to represent the Company) that the Person seeking indemnification, in the opinion of such counsel, did not act in good faith or acted with gross negligence or a willful disregard of such Person's duties, or in breach of such Person's fiduciary obligations, or, with respect to any criminal action or proceeding, that the Person seeking indemnification had reasonable cause to believe such Person's conduct was criminal.

(c) The right of indemnification provided for in this Article X shall be in addition to any rights to which any Indemnitee may otherwise be entitled and shall inure to the benefit of the executors, administrators, personal representatives, successors or assigns of each such Indemnitee. Such Indemnitee shall first use reasonable efforts to pursue other readily available sources of indemnification before pursuing a claim for indemnification against the Company under this Article X.

SECTION 10.02 Advance Payment of Expenses. The Company shall pay the expenses incurred by an Indemnitee in defending a civil or criminal action, suit or proceeding, or in opposing any claim arising in connection with any potential or threatened civil or criminal action, suit or proceeding, in advance of the final disposition of such action, suit or proceeding, upon receipt of an undertaking by such Indemnitee satisfactory to the Managers to repay such payment if he shall be determined to be not entitled to indemnification therefor as provided herein; provided, however, that in such instance the Indemnitee is not commencing an action, suit, or proceeding against the Company, or defending an action, suit or proceeding commenced against the Indemnitee by the Company, or opposing a claim by the Company arising in connection with any such potential or threatened action, suit or proceeding.

SECTION 10.03 Insurance. At its election, the Managers may cause the Company to purchase and maintain insurance, at the expense of the Company and to the extent available, for the protection of the Managers, the Officers, the Affiliates of the Managers and the Officers, any liquidator, and the directors, officers, employees, consultants or other agents of any such Person, against any liability incurred by any such Person in any such capacity or arising out of his status as such, whether or not the Company has the power to indemnify such Person against such liability. The Managers may also cause the Company to purchase and maintain insurance for the protection of any officer, director, employee, consultant or other agent of any other organization in which the Company owns an interest or of which the Company is a creditor against similar liabilities, whether or not the Company has the power to indemnify any such Person against such liabilities.

ARTICLE XI

ACCOUNTING; RECORDS AND REPORTS

SECTION 11.01 Fiscal Year. The fiscal year of the Company shall be the calendar year, or such other year as required by the Code.

SECTION 11.02 Keeping of Accounts and Records. At all times the Managers shall cause to be kept proper and complete books of account, in which shall be entered fully and

accurately the transactions of the Company. Such books of account, together with (i) an executed copy of this Agreement (and any amendments hereto); (ii) the Certificate of the Company (and any amendments thereto); (iii) executed copies of any powers of attorney pursuant to which any of the aforesaid documents has been executed; and (iv) financial statements of the Company for each of the prior three years, shall at all times be maintained at the location specified in Section 1.02 hereof.

SECTION 11.03 **Inspection Rights.** Until the liquidation of the Company has been completed, the Member may examine the Company's books, records, accounts and assets, including bank balances, and may make, or cause to be made, any audit thereof at the Company's expense.

SECTION 11.04 **Reports.** The Managers shall prepare and transmit to the Member at the Company's expense such financial and other reports as shall be determined from time to time by the Member.

ARTICLE XII

WAIVER AND AMENDMENT

SECTION 12.01 **Waiver and Amendment.** Except for any waiver or amendment of the provisions of Sections 2.5 and 10.01 through 10.03 hereof which would adversely affect any Manager (or any Affiliate of a Manager), the terms and provisions of this Agreement may be waived, modified, terminated or amended at any time by the sole Member. The sole Member shall not waive or amend any provision of Sections 2.05 or 10.01 through 10.03 hereof in such a manner as would adversely affect any Manager (or any Affiliate of a Manager) without the written consent of such Manager.

ARTICLE XIII

GENERAL PROVISIONS

SECTION 13.01 **Notices.** Except where otherwise specifically provided in this Agreement, all notices, requests, consents, approvals and statements shall be in writing and shall be deemed to have been properly given by (i) personal delivery, (ii) first class mail, postage prepaid, (iii) electronic facsimile transmission, or (iv) courier service, addressed in each case: if to the Company, at the address where the Company's books and records are maintained as specified in Section 1.02 hereof; if to a Manager, at such Manager's address set forth in Schedule A; and if to the Member, to the Member's address set forth in Schedule A, or, in each case, to such other address or addresses (and/or by e-mail or other manner of delivery) as the addressee may have specified by written notice as aforesaid.

SECTION 13.02 **Binding on Successors**. This Agreement shall be binding upon and inure to the benefit of the respective heirs, successors, assigns and legal representatives of the parties hereto.

SECTION 13.03 **Counterparts.** This Agreement or any amendment hereto may be signed in any number of counterparts, each of which shall be an original, but all of which taken together shall constitute one agreement (or amendment, as the case may be).

SECTION 13.04 **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware.

SECTION 13.05 **Construction.** Whenever the content of this Agreement permits, the masculine gender shall include the feminine and neuter genders, and reference to singular or plural shall be interchangeable with the other. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the other provisions, and this Agreement shall be construed and reformed in all respects as if any such invalid or unenforceable provision(s) were omitted in order to give effect to the intent and purposes of this Agreement. References in this Agreement to particular sections of the Code or the Delaware Act shall be deemed to refer to such sections or provisions of the Code or the Delaware Act (or any successor legislation) as they may be amended after the date of this Agreement.

ARTICLE XIV

CERTAIN DEFINITIONS

SECTION 14.01 **Certain Definitions**. For purposes of this Agreement, the following terms have the respective meanings set forth below:

"Affiliate " means, with respect to the Person to which it refers, a Person that either (i) directly or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with, such Person or (ii) is the successor or assign to such Person.

"Agreement" means this Limited Liability Company Agreement, as it may be subsequently amended or restated in accordance with its terms.

"Capital Contribution " means the aggregate amount of cash or other property contributed by the Member to the Company pursuant to this Agreement.

"Certificate " means the certificate of formation of the Company and any amendments or restatements thereof as filed with the Delaware Secretary of State under the Delaware Act.

"Code " means the United States Internal Revenue Code of 1986 and the rules and regulations promulgated thereunder, as amended from time to time, or any successor statute thereto.

"Delaware Act" means the Delaware Limited Liability Company Act, as amended from time to time.

"Distributable Cash " means all cash of the Company that the Managers determine is available for distribution to the Member after the payment or provision for payment by the Company of all expenses incurred by the Company and in collecting any amounts then owed to the Company and so attributable.

“Indemnitee “ shall have the meaning set forth in Section 10.01.

“Majority of the Managers” means (i) at least four of the Managers if there are then six Managers, (ii) at least three of the Managers if there are then five or four Managers, (iii) at least two of the Managers if there are then three Managers, and (ii) both of the Managers if there are then only two Managers.

“Manager” means each of the Persons then serving as a Manager of the Company in accordance to Section 2.01 hereof, in his capacity as a Manager of the LLC.

“Member” means Clean Harbors Disposal Services, Inc., a Delaware corporation.

“Net Profit” or “Net Loss “ means, with respect to any fiscal year, the sum of the Company’s: (a) net profit or loss as determined in accordance with the Code and the Regulations thereunder, and (b) any income exempt from federal income tax, after deduction of all expenses properly chargeable to the Company for such fiscal year (whether deductible or non-deductible and whether described in Section 705(a)(2)(B) of the Code, treated as so described pursuant to Treasury Regulations Section 1.704-1(b)(2)(iv)(i), or otherwise). For this purpose, Net Profit or Net Loss shall be determined in accordance with tax accounting principles rather than generally accepted accounting principles, and any expenses required to be capitalized and included in the Company’s adjusted tax basis in any asset or which reduce the amount realized by the Company on the disposition of any asset shall be disregarded.

“Officers” means the President, the Senior Vice President, the Treasurer, the Secretary, and any such other officers of the Company as shall be elected by a Majority of the Managers or the sole Member in accordance with Section 2.02(a) hereof.

“Person “ means any individual, general partnership, limited partnership, limited liability company, corporation, joint venture, trust, business trust, cooperative or association and the heirs, executors, administrators, legal representative, successors and assigns of such Person where the context so admits.

“Treasury Regulations” mean the Regulations promulgated by the United States Department of the Treasury under the Code, as amended.

IN WITNESS WHEREOF, the undersigned have executed this Limited Liability Company Agreement as of the effective date first above written.

MANAGERS:

/s/ Eric W. Gerstenberg
Eric W. Gerstenberg

/s/ Gene A. Cookson
Gene A. Cookson

/s/ Stephen H. Moynihan
Stephen H. Moynihan

/s/ Roger A. Koenecke
Roger A. Koenecke

/s/ Carl Paschetag
Carl Paschetag

/s/ William J. Geary
William J. Geary

MEMBER:

CLEAN HARBORS DISPOSAL SERVICES, INC.

By: /s/ Stephen H. Moynihan
Stephen H. Moynihan
Senior Vice President

CLEAN HARBORS BDT, LLC

SCHEDULE A

Name and Address

Managers:

Eric W. Gerstenberg
c/o Clean Harbors, Inc.
1501 Washington Street
Braintree, MA 02184

Gene A. Cookson
c/o Clean Harbors, Inc.
1501 Washington Street
Braintree, MA 02184

Stephen H. Moynihan
c/o Clean Harbors, Inc.
1501 Washington Street
Braintree, MA 02184

Roger A. Koenecke
c/o Clean Harbors, Inc.
1501 Washington Street
Braintree, MA 02184

Carl Paschetag
c/o Clean Harbors, Inc.
1501 Washington Street
Braintree, MA 02184

William J. Geary
c/o Clean Harbors, Inc.
1501 Washington Street
Braintree, MA 02184

Sole Member:

Clean Harbors Disposal Services, Inc.
1501 Washington Street
Braintree, MA 02184

Exhibit 3.17

Clean Harbors Buttonwillow, LLC

CERTIFICATE OF FORMATION

Pursuant to the provisions of Section 18-201 of the Limited Liability Company Act of the State of Delaware (the "Act"), the undersigned, being duly authorized, hereby certifies and states as follows:

1. Name of the Limited Liability Company. The name of the limited liability company formed hereby is Clean Harbors Buttonwillow, LLC (the "LLC").

2. Registered Agent and Office of the LLC. The name of the registered agent of the LLC in the State of Delaware is Capitol Corporate Services, Inc. and the registered office address of the registered agent for the purposes of Section 18-104 of the Act is 32 Loockerman Square, Suite 109, Dover, Kent County, Delaware 19901.

IN WITNESS WHEREOF, the undersigned hereby affirms that the facts stated herein are true, this 30th day of April, 2002.

/s/ C. Michael Malm
C. Michael Malm, Authorized Person

CLEAN HARBORS BUTTONWILLOW, LLC

LIMITED LIABILITY COMPANY AGREEMENT

LIMITED LIABILITY COMPANY AGREEMENT effective as of May 1, 2002, by and among Eric W. Gerstenberg, Gene A. Cookson, Stephen H. Moynihan, Roger A. Koenecke, Carl Paschetag, and William J. Geary, as Managers; and Clean Harbors, Inc., a Massachusetts corporation, as the sole Member. Certain capitalized terms used herein have the respective meanings set forth in Section 14.01 hereof.

ARTICLE I
CAPITAL CORPORATE SERVICES, INC.,
ORGANIZATION

SECTION 1.01 Formation of the Company. Clean Harbors Buttonwillow, LLC (the "Company") has been formed as a limited liability company under the Delaware Limited Liability Company Act *(6 Del. C § 18-101, et seq.)*, as amended from time to time (the "Delaware Act"), through the filing of the Certificate with the Delaware Secretary of State on the effective date of this Agreement. The parties hereto agree to conduct the business of the Company in accordance with the provisions of the Act and of this Agreement.

SECTION 1.02 Name, Registered Office, and Maintenance of Books and Records. The name of the Company is "Clean Harbors Buttonwillow, LLC." The initial address of the Company's registered office in Delaware is 32 Lookerman Square, Suite 109, Dover, Dent County, Delaware 19901, and its initial agent at such address for service of process is Capitol Corporate Services, Inc. The Company's books and records shall be maintained at c/o Clean Harbors, Inc., 1501 Washington Street, Braintree, Massachusetts 02184. A Majority of the Managers may change the location at which the Company's books and records shall be maintained to such other location within the United States as such Managers may determine at any time, upon written notice to the Member stating such new location. A Majority of the Managers may also change the Company's registered agent from time to time in their sole discretion.

SECTION 1.03 Purposes. The purposes and objectives of the Company are to own, lease, manage and/or operate a licensed hazardous waste facility, to provide environmental services, and to engage in any other lawful activities allowed to be conducted by a limited liability company.

SECTION 1.04 Powers. Subject to the terms of this Agreement, and consistent with the purposes stated in Section 1.03 hereof, the Company shall have the following powers: (i) to enter into all agreements and engage in all activities and transactions necessary or advisable to carry out the Company's purposes; and (ii) to have all other powers available to it as a limited liability company organized under the laws of the State of Delaware. Without limitation of the foregoing, the Company shall have the powers: to acquire and dispose of assets and other property; to act as a general partner, limited partner, manager and/or member of any other Person; negotiate, enter into, and modify agreements including, without limitation, partnership

agreements, limited liability company agreements, and leases or subleases of any real estate or personal property; to incur obligations for and in connection with its business; to borrow money and provide guarantees for the obligations of other Persons and, if required by any lender, as security therefor to mortgage, pledge and grant security interests in all or any part of the assets and other property owned by the Company; to repay, in whole or in part, refinance, consolidate, recast, increase, modify or extend any loans which may affect any of the assets and other property owned by the Company; and to execute any and all other documents and instruments and exercise all powers necessary or appropriate to carry out the business of the Company.

ARTICLE II

CONDUCT AND MANAGEMENT OF THE LLC

SECTION 2.01 Managers. Except as otherwise provided in this Agreement for actions which require or permit approval by the sole Member, the business of the Company shall be under the control of the Managers. The names and current addresses of the initial Managers are as described in Schedule A hereto. One or more substitute or additional Managers may be elected at any time in the future by the sole Member. Each of the original Managers and any such substitute or additional Managers shall serve as a Manager until either (i) his voluntary resignation as a Manager, or (ii) his removal as a Manager with or without cause at any time by a Majority of the Managers or the sole Member. The Managers shall not be required to make any Capital Contributions to the Company.

SECTION 2.02 Officers.

(a) In order to facilitate the day-to-day operation of the Company's business, the Company shall have the following Officers: a President, Senior Vice Presidents, a Treasurer and a Secretary, and any such additional Officers as a Majority of the Managers may from time to time deem appropriate. The President shall be a Manager, but none of the other Officers need be a Manager. Unless otherwise determined from time to time by a Majority of the Managers or by the sole Member, Eric W. Gerstenberg shall be the President, Steven H. Moynihan shall be a Senior Vice President and an Assistant Treasurer, Roger Koenecke shall be a Senior Vice President, Carl Paschetag shall be the Treasurer, William J. Geary shall be a Vice President and the Assistant Secretary, and C. Michael Malm shall be Secretary. Unless otherwise determined from time to time by a Majority of the Managers or the sole Member, the President shall be the chief executive officer of the LLC, the Treasurer shall be responsible for maintaining the funds and financial books and records of the LLC, and the Secretary shall be responsible for maintaining the records of actions (whether by written consent or meeting) of the Managers and of the sole Member and the other non-financial records of the LLC. Each of the Officers of the LLC may be removed (and his successors elected) at any time by a Majority of the Managers or the sole Member.

(b) Except as may otherwise be determined from time to time by a Majority of the Managers or the sole Member, the Managers hereby delegate to the President and any Senior Vice President then in office full authority to act on behalf of the LLC. Except as may otherwise be determined from time to time by a Majority of the Managers or the sole Member, each of the President and Senior Vice Presidents shall have, without further approval or consent of any of

the other Managers or the sole Member, full authority: to acquire and dispose of assets and other property on behalf of the LLC; to negotiate, enter into, execute or modify agreements on behalf of the LLC including, without limitation, partnership agreements, limited liability company agreements, and leases or subleases of any real estate or personal property; to incur obligations for and on behalf of the LLC for and in connection with its business; to borrow money and provide guarantees for the obligations of other Persons and, if required by any lender, as security therefor to mortgage, pledge and grant security interests in all or any part of the assets and other property owned by the Company; to repay, in whole or in part, refinance, consolidate, recast, increase, modify or extend any loans which may affect any of the assets and other property owned by the Company; and to execute any and all other documents and instruments and exercise all powers necessary or appropriate to carry out the business of the Company.

SECTION 2.03 Authorization.

(a) Every contract, agreement, and other instrument executed on behalf of the Company by any Manager, the President or any Senior Vice President, or by another Officer of the Company, if such execution is authorized by a Majority of the Managers, shall be conclusive evidence in favor of every person or entity relying thereon or claiming thereunder that at the time of the delivery thereof (i) the Company was in existence, (ii) this Agreement had not been terminated or canceled or amended in any manner so as to restrict such authority (except as shown in the Certificate or other instrument duly filed with the Secretary of State of the State of Delaware), and (iii) the execution and delivery of such instrument were duly authorized by the Managers and/or the sole Member to the extent required.

(b) Any person or entity dealing with the Company may always rely on a certificate signed by any Manager, the President, any Senior Vice President, the Secretary or an Assistant Secretary:

(i) as to who are the Managers, the Officers or the Member of the Company,

(ii) as to the existence or nonexistence of any fact or facts which (A) constitute conditions precedent to acts by the Company, or (B) are in any other manner germane to the affairs of the Company,

(iii) as to who is authorized to execute and deliver any instrument or document on behalf of the Company,

(iv) as to the authenticity of any copy of this Agreement and amendments thereto, or

(v) as to any act or failure to act by the Company, or as to any other matter whatsoever involving the Company or any Manager or Officer or Member of the Company.

SECTION 2.04 Actions by Managers or the Sole Member. Approval of any action by the Company which under the terms of this Agreement requires approval by a Majority of the Managers may be granted either by a written consent signed by a Majority of the Managers or by an affirmative vote of a Majority of the Managers at a meeting held for such purpose either with or without prior notice. Any Manager may participate in any such meeting by telephone if all

Managers participating in any such meeting shall be able to hear the other participating Managers. The participation of a Majority of the Managers shall constitute a quorum for all purposes. If any action is approved by a Majority of the Managers but any Manager shall not sign any written consent by which, or shall not participate in any meeting at which, such approval was granted, the Secretary of the Company shall promptly provide to such Manager following the date of such written consent or meeting a copy of such written consent or minutes of such meeting. Any action taken by the sole Member under the terms of this Agreement shall be by written consent of the sole Member.

SECTION 2.05 **Duty of Care.** The sole Member acknowledges that decisions concerning the Company's activities will involve the exercise of judgment and a risk of loss. The Managers, the Officers and their Affiliates shall not be liable to the Company or the Member for any loss suffered by the Company or the Member which arises out of any action or omission of a Manager, an Officer or any Affiliate of a Manager or an Officer, provided that (i) such Manager, Officer or Affiliate determined, in good faith, that such course of conduct was in, or not opposed to, the best interest of the Company or was otherwise permitted by this Agreement, and (ii) such course of conduct did not constitute gross negligence or willful malfeasance, a material breach of this Agreement, or an intentional violation of federal or state law by such Manager, Officer or Affiliate. The Managers, the Officers, and their Affiliates shall not be liable for the negligence, whether of omission or commission, dishonesty or bad faith of any employee, broker or other agent of the Company selected by the Managers or the Officers with reasonable care. Furthermore, the Managers, the Officers, and their Affiliates shall be entitled to indemnification by the Company to the extent provided in Article X hereof.

ARTICLE III

MEMBER

SECTION 3.01 **Name, Address, and Capital Contribution**. The name and current address of the sole Member are as described in Schedule A hereto. On and after the date of this Agreement, the Member shall make to the Company either in cash or in other tangible or intangible property such Capital Contributions as shall be determined by the Member. The Treasurer shall record the Member's Capital Contributions on the financial records of the Company.

SECTION 3.02 **Limited Liability.** In accordance with the Delaware Act, the liability of the Member to the Company and its creditors shall be limited to (i) any unpaid Capital Contribution which the Member has agreed to make to the Company; (ii) the amount of any distribution previously received from the Company which the Member may be required to return to the Company pursuant to Section 18-607(b) of the Delaware Act; and (iii) the unpaid balance of any other payments (if any) that the Member expressly is required, pursuant to this Agreement, to make to the Company.

SECTION 3.03 **No Control of Company**. Except as otherwise provided in this Agreement, the Member, in its capacity as such, shall not take part in the management or control of the affairs of the Company, or undertake any transactions on behalf of the Company, or have any power to sign for or otherwise to bind the Company.

SECTION 3.04 **Dissolution, Liquidation or Bankruptcy.** The dissolution, liquidation or bankruptcy of the Member shall not result in the termination of the Company, but the rights of the Member under this Agreement shall accrue to the Member's successors, estate or legal representatives. Except as expressly provided in this Agreement, no other event affecting the Member (including but not limited to insolvency) shall affect this Agreement.

ARTICLE IV

EXPENSES AND COMPENSATION

SECTION 4.01 **No Management Fee.** The Company shall not be obligated to pay to the Managers (or any Affiliate of the Managers) any management fee or similar compensation. However, the Managers shall be entitled to receive compensation from the Member and its Affiliates in the Managers' respective capacities as officers and employees of the Member and its Affiliates.

SECTION 4.02 **Expenses.** The Company shall be responsible for the payment from its own funds of all of the Company's expenses.

ARTICLE V

DISTRIBUTIONS

SECTION 5.01 **Amount, Timing and Form.** The Managers shall determine in their discretion the amount, timing and form of all distributions of Distributable Cash to be made by the Company to the sole Member.

ARTICLE VI

TAX ALLOCATIONS

SECTION 6.01 **Allocations of Net Profit or Net Loss.** As described in Articles II, III and V above, the sole Member shall be responsible for all Capital Contributions to the Company, and the Company shall make all distributions to the Member. All distributions of Net Profit or Net Loss by the Company will accordingly be made to the Member. The Company shall therefore be treated for U.S. federal income tax purposes as a "disregarded entity" of which all of the beneficial interests are held by the sole Member.

ARTICLE VII

DURATION OF THE COMPANY

SECTION 7.01 **Term of Company.** The term of the Company commenced on the filing of the Certificate with the Delaware Secretary of State and shall continue until the date on which the Company is dissolved as provided in Sections 7.02 or 7.03 or by operation of law.

SECTION 7.02 **Dissolution Upon Sale of Assets**. The Company shall be dissolved in the event of the sale or distribution by the Company of all or substantially all of the assets of the Company.

SECTION 7.03 **Dissolution by Written Consent of Member.** The sole Member may dissolve the Company at any time by written consent executed by the Member and a copy of which shall be provided to the Managers.

ARTICLE VIII

LIQUIDATION OF THE COMPANY

SECTION 8.01 **General Provisions.** Following the dissolution of the Company in accordance with Article VII hereof, the Company's assets shall be liquidated in an orderly manner. The Managers (or, at the Managers' election, another Person selected by a Majority of the Managers) shall be the liquidator to wind up the affairs of the Company pursuant to this Agreement.

SECTION 8.02 **Liquidating Distributions.** The liquidator shall pay or provide for the satisfaction of the Company's liabilities and obligations to creditors. Any Net Profit or Net Loss realized in connection with the liquidation of the Company shall be allocated to the Member pursuant to Article VI hereof, and the remaining assets of the Company shall then be distributed to the Member. In performing its duties, the liquidator is authorized to sell, exchange or otherwise dispose of the assets of the Company in such reasonable manner as the liquidator shall determine to be in the best interest of the Company and the Member.

SECTION 8.03 **Expenses of Liquidator.** The expenses incurred by the liquidator in connection with winding up the Company, and all other losses or liabilities of the Company incurred in accordance with the terms of this Agreement, shall be borne by the Company.

SECTION 8.04 **Duration of Liquidation.** A reasonable time shall be allowed for the winding up of the affairs of the Company in order to minimize any losses otherwise associated with such a winding up.

SECTION 8.05 **Duty of Care.** The liquidator shall not be liable to the Company or the Member for any loss attributable to any act or omission of the liquidator in good faith and in a manner such liquidator reasonably believed to be in, or not opposed to, the best interests of the Company in connection with the liquidation of the Company and distribution of its assets and provided that such act or omission did not constitute gross negligence, willful misconduct or a material breach of this Agreement. The liquidator may consult with counsel, investment banking firms, consultants and accountants with respect to liquidating the Company and distributing its assets and may act or omit to act in accordance with the advice of such counsel, investment banking firms, consultants or accountants, provided they shall have been selected with reasonable care.

SECTION 8.06 **No Liability for Return of Capital.** The liquidator(s), the Managers and their respective officers, directors, agents and Affiliates shall not be personally liable for the return of the Capital Contribution of the Member to the Company.

ARTICLE IX

TRANSFER OF INTERESTS

SECTION 9.01 Limitation on Transfer of Rights and Obligations of Managers. The Managers shall not assign, pledge, mortgage, hypothecate, sell or otherwise dispose of or encumber all or any part of their rights or obligations under this Agreement without the prior written consent of the Member.

SECTION 9.02 Transfer of Member Interests. Except as may otherwise be required to comply with applicable federal and state laws, the sole Member shall have the right to transfer all or any part of its interests in the Company by delivery to the Company of an assignment in writing duly executed by the Member.

ARTICLE X

INDEMNIFICATION

SECTION 10.01 General Provisions.

(a) Subject to the limitations set forth below in this Article X, each of the Managers, the Officers, the Affiliates of the Managers and the Officers, and the liquidator (if any), (each such Person being referred to hereafter as an "Indemnitee"), shall be indemnified by the Company (but only out of Company assets, including the proceeds of liability insurance) against any claim, demand, controversy, dispute, cost, loss, damage, expense (including attorneys' fees), judgment and/or liability incurred by or imposed upon the Indemnitee in connection with any action, suit or proceeding (including any proceeding before any administrative or legislative body or agency), to which the Indemnitee shall become a party or shall be threatened to become a party, by reason of the Indemnitee's being at the time the cause of action arose or thereafter, a Manager, an Officer, an Affiliate of a Manager or an Officer,, a liquidator (if any), or a director, officer, member, partner, employee, consultant or other agent of any other organization in which the Company owns an interest, which other organization the Indemnitee serves or has served as director, officer, manager, member, partner, employee, consultant or other agent at the request of the Company (whether or not the Indemnitee continues to serve in such capacity at the time such action, suit or proceeding is brought or threatened). Each Indemnitee may be entitled to such indemnification notwithstanding that the Company has sold, assigned, distributed or otherwise transferred its investment in such other organization prior to the time that such action, suit or proceeding is brought or threatened.

(b) The Indemnitee shall not be indemnified with respect to matters as to which the Indemnitee shall have been finally adjudicated in any such action, suit or proceeding (i) not to have acted in good faith and in the reasonable belief that the Indemnitee's action was in accordance with such Person's obligations to the Company or to have acted with gross negligence or a willful disregard of his duties, or in breach of his fiduciary obligations, or (ii) with respect to any criminal action or proceeding, not to have had cause to believe beyond any reasonable doubt the Indemnitee's conduct was criminal. In the event of settlement of any action, suit or proceeding brought or threatened, the indemnification provided for in this Article X shall

apply to all matters covered by the settlement except for matters as to which the Company is advised by counsel (who may be counsel regularly retained to represent the Company) that the Person seeking indemnification, in the opinion of such counsel, did not act in good faith or acted with gross negligence or a willful disregard of such Person's duties, or in breach of such Person's fiduciary obligations, or, with respect to any criminal action or proceeding, that the Person seeking indemnification had reasonable cause to believe such Person's conduct was criminal.

(c) The right of indemnification provided for in this Article X shall be in addition to any rights to which any Indemnitee may otherwise be entitled and shall inure to the benefit of the executors, administrators, personal representatives, successors or assigns of each such Indemnitee. Such Indemnitee shall first use reasonable efforts to pursue other readily available sources of indemnification before pursuing a claim for indemnification against the Company under this Article X.

SECTION 10.02 Advance Payment of Expenses. The Company shall pay the expenses incurred by an Indemnitee in defending a civil or criminal action, suit or proceeding, or in opposing any claim arising in connection with any potential or threatened civil or criminal action, suit or proceeding, in advance of the final disposition of such action, suit or proceeding, upon receipt of an undertaking by such Indemnitee satisfactory to the Managers to repay such payment if he shall be determined to be not entitled to indemnification therefor as provided herein; provided, however, that in such instance the Indemnitee is not commencing an action, suit, or proceeding against the Company, or defending an action, suit or proceeding commenced against the Indemnitee by the Company, or opposing a claim by the Company arising in connection with any such potential or threatened action, suit or proceeding.

SECTION 10.03 Insurance. At its election, the Managers may cause the Company to purchase and maintain insurance, at the expense of the Company and to the extent available, for the protection of the Managers, the Officers, the Affiliates of the Managers and the Officers, any liquidator, and the directors, officers, employees, consultants or other agents of any such Person, against any liability incurred by any such Person in any such capacity or arising out of his status as such, whether or not the Company has the power to indemnify such Person against such liability. The Managers may also cause the Company to purchase and maintain insurance for the protection of any officer, director, employee, consultant or other agent of any other organization in which the Company owns an interest or of which the Company is a creditor against similar liabilities, whether or not the Company has the power to indemnify any such Person against such liabilities.

ARTICLE XI

ACCOUNTING; RECORDS AND REPORTS

SECTION 11.01 Fiscal Year. The fiscal year of the Company shall be the calendar year, or such other year as required by the Code.

SECTION 11.02 Keeping of Accounts and Records. At all times the Managers shall cause to be kept proper and complete books of account, in which shall be entered fully and

accurately the transactions of the Company. Such books of account, together with (i) an executed copy of this Agreement (and any amendments hereto); (ii) the Certificate of the Company (and any amendments thereto); (iii) executed copies of any powers of attorney pursuant to which any of the aforesaid documents has been executed; and (iv) financial statements of the Company for each of the prior three years, shall at all times be maintained at the location specified in Section 1.02 hereof.

SECTION 11.03 **Inspection Rights.** Until the liquidation of the Company has been completed, the Member may examine the Company's books, records, accounts and assets, including bank balances, and may make, or cause to be made, any audit thereof at the Company's expense.

SECTION 11.04 **Reports.** The Managers shall prepare and transmit to the Member at the Company's expense such financial and other reports as shall be determined from time to time by the Member.

ARTICLE XII

WAIVER AND AMENDMENT

SECTION 12.01 **Waiver and Amendment.** Except for any waiver or amendment of the provisions of Sections 2.5 and 10.01 through 10.03 hereof which would adversely affect any Manager (or any Affiliate of a Manager), the terms and provisions of this Agreement may be waived, modified, terminated or amended at any time by the sole Member. The sole Member shall not waive or amend any provision of Sections 2.05 or 10.01 through 10.03 hereof in such a manner as would adversely affect any Manager (or any Affiliate of a Manager) without the written consent of such Manager.

ARTICLE XIII

GENERAL PROVISIONS

SECTION 13.01 **Notices.** Except where otherwise specifically provided in this Agreement, all notices, requests, consents, approvals and statements shall be in writing and shall be deemed to have been properly given by (i) personal delivery, (ii) first class mail, postage prepaid, (iii) electronic facsimile transmission, or (iv) courier service, addressed in each case: if to the Company, at the address where the Company's books and records are maintained as specified in Section 1.02 hereof; if to a Manager, at such Manager's address set forth in Schedule A; and if to the Member, to the Member's address set forth in Schedule A, or, in each case, to such other address or addresses (and/or by e-mail or other manner of delivery) as the addressee may have specified by written notice as aforesaid.

SECTION 13.02 **Binding on Successors**. This Agreement shall be binding upon and inure to the benefit of the respective heirs, successors, assigns and legal representatives of the parties hereto.

SECTION 13.03 **Counterparts.** This Agreement or any amendment hereto may be signed in any number of counterparts, each of which shall be an original, but all of which taken together shall constitute one agreement (or amendment, as the case may be).

SECTION 13.04 **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware.

SECTION 13.05 **Construction.** Whenever the content of this Agreement permits, the masculine gender shall include the feminine and neuter genders, and reference to singular or plural shall be interchangeable with the other. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the other provisions, and this Agreement shall be construed and reformed in all respects as if any such invalid or unenforceable provision(s) were omitted in order to give effect to the intent and purposes of this Agreement. References in this Agreement to particular sections of the Code or the Delaware Act shall be deemed to refer to such sections or provisions of the Code or the Delaware Act (or any successor legislation) as they may be amended after the date of this Agreement.

ARTICLE XIV

CERTAIN DEFINITIONS

SECTION 14.01 **Certain Definitions**. For purposes of this Agreement, the following terms have the respective meanings set forth below:

"Affiliate " means, with respect to the Person to which it refers, a Person that either (i) directly or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with, such Person or (ii) is the successor or assign to such Person.

"Agreement" means this Limited Liability Company Agreement, as it may be subsequently amended or restated in accordance with its terms.

"Capital Contribution " means the aggregate amount of cash or other property contributed by the Member to the Company pursuant to this Agreement.

"Certificate " means the certificate of formation of the Company and any amendments or restatements thereof as filed with the Delaware Secretary of State under the Delaware Act.

"Code " means the United States Internal Revenue Code of 1986 and the rules and regulations promulgated thereunder, as amended from time to time, or any successor statute thereto.

"Delaware Act" means the Delaware Limited Liability Company Act, as amended from time to time.

"Distributable Cash " means all cash of the Company that the Managers determine is available for distribution to the Member after the payment or provision for payment by the Company of all expenses incurred by the Company and in collecting any amounts then owed to the Company and so attributable.

“Indemnitee “ shall have the meaning set forth in Section 10.01.

“Majority of the Managers” means (i) at least four of the Managers if there are then six Managers, (ii) at least three of the Managers if there are then five or four Managers, (iii) at least two of the Managers if there are then three Managers, and (ii) both of the Managers if there are then only two Managers.

“Manager” means each of the Persons then serving as a Manager of the Company in accordance to Section 2.01 hereof, in his capacity as a Manager of the LLC.

“Member” means Clean Harbors, Inc., a Massachusetts corporation.

“Net Profit” or “Net Loss “ means, with respect to any fiscal year, the sum of the Company’s: (a) net profit or loss as determined in accordance with the Code and the Regulations thereunder, and (b) any income exempt from federal income tax, after deduction of all expenses properly chargeable to the Company for such fiscal year (whether deductible or non-deductible and whether described in Section 705(a)(2)(B) of the Code, treated as so described pursuant to Treasury Regulations Section 1.704-1(b)(2)(iv)(i), or otherwise). For this purpose, Net Profit or Net Loss shall be determined in accordance with tax accounting principles rather than generally accepted accounting principles, and any expenses required to be capitalized and included in the Company’s adjusted tax basis in any asset or which reduce the amount realized by the Company on the disposition of any asset shall be disregarded.

“Officers” means the President, the Senior Vice President, the Treasurer, the Secretary, and any such other officers of the Company as shall be elected by a Majority of the Managers or the sole Member in accordance with Section 2.02(a) hereof.

“Person “ means any individual, general partnership, limited partnership, limited liability company, corporation, joint venture, trust, business trust, cooperative or association and the heirs, executors, administrators, legal representative, successors and assigns of such Person where the context so admits.

“Treasury Regulations” mean the Regulations promulgated by the United States Department of the Treasury under the Code, as amended.

IN WITNESS WHEREOF, the undersigned have executed this Limited Liability Company Agreement as of the effective date first above written.

MANAGERS:

/s/ Eric W. Gerstenberg
Eric W. Gerstenberg

/s/ Gene A. Cookson
Gene A. Cookson

/s/ Stephen H. Moynihan
Stephen H. Moynihan

/s/ Roger A. Koenecke
Roger A. Koenecke

/s/ Carl Paschetag
Carl Paschetag

/s/ William J. Geary
William J. Geary

MEMBER:

CLEAN HARBORS, INC.

By: /s/ Stephen H. Moynihan
Stephen H. Moynihan
Senior Vice President

CLEAN HARBORS BUTTONWILLOW, LLC

SCHEDULE A

Name and Address

Managers:

Eric W. Gerstenberg
c/o Clean Harbors, Inc.
1501 Washington Street
Braintree, MA 02184

Gene A. Cookson
c/o Clean Harbors, Inc.
1501 Washington Street
Braintree, MA 02184

Stephen H. Moynihan
c/o Clean Harbors, Inc.
1501 Washington Street
Braintree, MA 02184

Roger A. Koenecke
c/o Clean Harbors, Inc.
1501 Washington Street
Braintree, MA 02184

Carl Paschetag
c/o Clean Harbors, Inc.
1501 Washington Street
Braintree, MA 02184

William J. Geary
c/o Clean Harbors, Inc.
1501 Washington Street
Braintree, MA 02184

Sole Member:

Clean Harbors, Inc.
1501 Washington Street
Braintree, MA 02184

Exhibit 3.18

Clean Harbors Catalyst Technologies, LLC

CERTIFICATE OF FORMATION

Pursuant to the provisions of Section 18-201 of the Limited Liability Company Act of the State of Delaware (the "Act"), the undersigned, being duly authorized, hereby certifies and states as follows:

1. Name of the Limited Liability Company. The name of the limited liability company formed hereby is Clean Harbors Catalyst Technologies, LLC (the "Company").

2. Registered Agent and Office of the Company. The name of the registered agent of the Company in the State of Delaware is The Corporation Trust Company and the registered office address of the registered agent for the purposes of Section 18-104 of the Act is 1209 Orange Street, Wilmington, County of New Castle, Delaware 19801.

IN WITNESS WHEREOF, the undersigned hereby affirms that the facts stated herein are true, this 23rd day of December, 2009.

/s/ C. Michael Malm
C. Michael Malm, *an Authorized Person*

CLEAN HARBORS CATALYST TECHNOLOGIES, LLC

LIMITED LIABILITY COMPANY AGREEMENT

LIMITED LIABILITY COMPANY AGREEMENT made this December 29, 2009 and effective as of the Effective Date, by and among **Wally Dumont, James M. Rutledge** and **Glen Fleming**, as Managers; and **Clean Harbors Industrial Services, Inc.**, a Delaware corporation, as the sole Initial Member. Certain capitalized terms used herein have the respective meanings set forth in Section 14.01 hereof.

ARTICLE I
ORGANIZATION

SECTION 1.01 Formation of the Company. Clean Harbors Catalyst Technologies, LLC (the "Company") is formed as a limited liability company under the Delaware Limited Liability Company Act *(6 Del. C § 18-101, et seq.)*, as amended from time to time (the "Delaware Act"), through the filing of the Certificate with the Delaware Secretary of State on the Effective Date of this Agreement. The parties hereto agree to conduct the business of the Company in accordance with the provisions of the Delaware Act and of this Agreement.

SECTION 1.02 Name, Registered Office, and Maintenance of Books and Records. The name of the Company is "Clean Harbors Catalyst Technologies, LLC." The initial address of the Company's registered office in Delaware is Corporation Trust Center, 1209 Orange Street, Wilmington, Newcastle County, Delaware 19801, and its initial agent at such address for service of process is The Corporation Trust Company. The Company's books and records shall be maintained at c/o Davis, Malm & D'Agostine, P.C., One Boston Place, 37th Floor, Boston, Massachusetts 02108. A Majority of the Managers may change the location at which the Company's books and records shall be maintained to such other location within the United States as such Managers may determine at any time, upon written notice to the Members stating such new location. A Majority of the Managers may also change the Company's registered agent from time to time in their sole discretion.

SECTION 1.03 Purposes. The purposes and objectives of the Company are (a) to buy, own, sell, lease, manage, operate, improve, develop and otherwise deal in real property, and (b) to engage in any other lawful activities allowed to be conducted by a limited liability company under the Delaware Act.

SECTION 1.04 Powers. Subject to the terms of this Agreement, and consistent with the purposes stated in Section 1.03 hereof, the Company shall have the following powers: (i) to enter into all agreements and engage in all activities and transactions necessary or advisable to carry out the Company's purposes; and (ii) to have all other powers available to it as a limited liability company organized under the laws of the State of Delaware. Without limitation of the foregoing, the Company shall have the powers: to acquire and dispose of assets and other property; to act as a general partner, limited partner, manager and/or member of any other Person; negotiate, enter into, and modify agreements including, without limitation, partnership agreements, limited liability company agreements, and leases or subleases of any real estate or personal property; to incur obligations for and in connection with its business; to borrow money

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and provide guarantees for the obligations of other Persons and, if required by any lender, as security therefor to mortgage, pledge and grant security interests in all or any part of the assets and other property owned by the Company; to repay, in whole or in part, refinance, consolidate, recast, increase, modify or extend any loans which may affect any of the assets and other property owned by the Company; and to execute any and all other documents and instruments and exercise all powers necessary or appropriate to carry out the business of the Company.

ARTICLE II

CONDUCT AND MANAGEMENT OF THE COMPANY

SECTION 2.01 Managers. Except as otherwise provided in this Agreement, the business of the Company shall be conducted by and under the control of the Managers. The names and current addresses of the initial Managers are as described in Schedule A hereto. One or more substitute or additional Managers may be elected at any time in the future by the Members. Each of the original Managers and any such substitute or additional Managers shall serve as a Manager until either (i) his voluntary resignation as a Manager, or (ii) his removal as a Manager with or without cause at any time by a Majority of the Managers or by the Members. The Managers shall not be required to make any Capital Contributions to the Company.

SECTION 2.02 Officers.

(a) In order to facilitate the day-to-day operation of the Company's business, the Company shall have the following Officers: a President, a Vice President, a Treasurer and a Secretary, and any such additional Officers as a Majority of the Managers may from time to time deem appropriate. The President shall be a Manager, but none of the other Officers need be a Manager. Unless otherwise determined from time to time by a Majority of the Managers or by the Members, the President shall be the chief executive officer of the Company, the Treasurer shall be responsible for maintaining the funds and financial books and records of the Company, and the Secretary shall be responsible for maintaining the records of actions (whether by written consent or meeting) of the Managers and of the Members and the other non-financial records of the Company.

(b) Each of the Officers of the Company may be removed (and his successors elected) at any time by a Majority of the Managers or by the Members.

(c) Except as may otherwise be determined from time to time by a Majority of the Managers or by the Members, the Managers hereby delegate to the President then in office full authority to act on behalf of the Company. Except as may otherwise be determined from time to time by a Majority of the Managers or the Members, the President shall have, without further approval or consent of any of the other Managers or the Members, full authority: to acquire and dispose of assets and other property on behalf of the Company; to negotiate, enter into, execute or modify agreements on behalf of the Company including, without limitation, partnership agreements, limited liability company agreements, and leases or subleases of any real estate or personal property; to incur obligations for and on behalf of the Company for and in connection with its business; to borrow money and provide guarantees for the obligations of other Persons and, if required by any lender, as security therefor to mortgage, pledge and grant security

interests in all or any part of the assets and other property owned by the Company; to repay, in whole or in part, refinance, consolidate, recast, increase, modify or extend any loans which may affect any of the assets and other property owned by the Company; and to execute any and all other documents and instruments and exercise all powers necessary or appropriate to carry out the business of the Company.

SECTION 2.03 Authorization.

(a) Every contract, agreement, and other instrument executed on behalf of the Company by any Manager, or by the President, or (if such execution is authorized by a Majority of the Managers) by any other Officer of the Company, shall be conclusive evidence in favor of every Person relying thereon or claiming thereunder that at the time of the delivery thereof (i) the Company was in existence, (ii) this Agreement had not been terminated or canceled or amended in any manner so as to restrict such authority (except as shown in the Certificate or other instrument duly filed with the Secretary of State of the State of Delaware), and (iii) the execution and delivery of such instrument were duly authorized by the Managers and/or the Members to the extent required.

(b) Any person or entity dealing with the Company may always rely on a certificate signed by any Manager, the President, any Senior Vice President, the Secretary or an Assistant Secretary:

(i) as to who are the Managers, the Officers or the Member of the Company,

(ii) as to the existence or nonexistence of any fact or facts which (A) constitute conditions precedent to acts by the Company, or (B) are in any other manner germane to the affairs of the Company,

(iii) as to who is authorized to execute and deliver any instrument or document on behalf of the Company,

(iv) as to the authenticity of any copy of this Agreement and amendments thereto, or

(v) as to any act or failure to act by the Company, or as to any other matter whatsoever involving the Company or any Manager or Officer or Member of the Company.

SECTION 2.04 Actions by Managers. Approval of any action by the Company which under the terms of this Agreement requires approval by a Majority of the Managers may be granted either by a written consent signed by a Majority of the Managers or by an affirmative vote of a Majority of the Managers at a meeting held for such purpose either with or without prior notice. Any Manager may participate in any such meeting by telephone if all Managers participating in any such meeting shall be able to hear the other participating Managers. The participation of a Majority of the Managers shall constitute a quorum for all purposes. If any action is approved by a Majority of the Managers but any Manager shall not sign any written consent by which, or shall not participate in any meeting at which, such approval was granted,

the Secretary of the Company shall promptly provide to such Manager following the date of such written consent or meeting a copy of such written consent or minutes of such meeting.

SECTION 2.05 **Actions by Members.** Approval of any action by the Company which under the terms of this Agreement requires approval by the Members may be granted by the written consent of Members holding more than fifty percent (50%) of the capital interests in the Company.

SECTION 2.06 **Duty of Care.** The Members each acknowledge that decisions concerning the Company's activities will involve the exercise of judgment and a risk of loss. The Managers, the Officers and their Affiliates shall not be liable to the Company or to the Members for any loss suffered by the Company or by the Members which arises out of any action or omission of a Manager, an Officer or any Affiliate of a Manager or an Officer, provided that (i) such Manager, Officer or Affiliate determined, in good faith, that such course of conduct was in, or not opposed to, the best interest of the Company or was otherwise permitted by this Agreement, and (ii) such course of conduct did not constitute gross negligence or willful malfeasance, a material breach of this Agreement, or an intentional violation of federal or state law by such Manager, Officer or Affiliate. The Managers, the Officers, and their Affiliates shall not be liable for the negligence, whether of omission or commission, dishonesty or bad faith of any employee, broker or other agent of the Company selected by the Managers or the Officers with reasonable care. Furthermore, the Managers, the Officers, and their Affiliates shall be entitled to indemnification by the Company to the extent provided in Article X hereof.

ARTICLE III

MEMBERS

SECTION 3.01 **Name, Address, and Capital Contribution**. The name and current address of the Initial Member is as described in Schedule A hereto. On and after the date of this Agreement, the Initial Member shall make to the Company either in cash or in other tangible or intangible property such Capital Contributions as shall be determined by the Initial Member, and other substitute or additional Members may make such additional Capital Contributions as may be agreed. The Treasurer shall record each Member's Capital Contributions on the financial records of the Company.

SECTION 3.02 **Limited Liability.** In accordance with the Delaware Act, the liability of the Members to the Company and its creditors shall be limited to (i) any unpaid Capital Contribution which the Member has agreed to make to the Company; (ii) the amount of any distribution previously received from the Company which the Members may be required to return to the Company pursuant to Section 18-607(b) of the Delaware Act; and (iii) the unpaid balance of other payments (if any) that the Members expressly are required, pursuant to this Agreement, to make to the Company.

SECTION 3.03 **No Control of Company**. Except as otherwise provided in this Agreement, the Members, in their capacity as such, shall not take part in the management or control of the affairs of the Company, or undertake any transactions on behalf of the Company, or have any power to sign for or otherwise to bind the Company.

SECTION 3.04 **Dissolution, Liquidation or Bankruptcy.** The dissolution, liquidation or bankruptcy of any Member shall not result in the termination of the Company, but the rights of the Members under this Agreement shall accrue to the Members' successors, estate or legal representatives. Except as expressly provided in this Agreement, no other event affecting the Members (including but not limited to insolvency) shall affect this Agreement.

ARTICLE IV

EXPENSES AND COMPENSATION

SECTION 4.01 **Management Fee.** Unless otherwise agreed by a Majority of the Managers or the Members, the Company shall not be obligated to pay to any Manager (or to any Affiliate of any Manager) any fee or compensation for personal services rendered as Manager. Notwithstanding the foregoing sentence, any Manager may receive fees or compensation directly from any Member (or its Affiliates) in such Manager's capacity as an officer or employee of such Member or Affiliate.

SECTION 4.02 **Expenses.** The Company shall be responsible for the payment from its own funds of all of the Company's expenses.

ARTICLE V

DISTRIBUTIONS

SECTION 5.01 **Amount, Timing and Form.** The Managers shall determine in their discretion the amount, timing and form of all distributions of Distributable Cash to be made by the Company to the Members.

ARTICLE VI

ALLOCATIONS AND DISTRIBUTIONS

SECTION 6.01 **Allocations and Distributions of Profit or Loss.** The Company shall make distributions of profits or losses to the Members, and shall allocate such profits or losses for all tax purposes, solely in accordance with the provisions contained in this Article VI.

SECTION 6.02 **Tax Classification**. For such periods that the Company has more than one Member, it shall elect for U.S. federal income tax purposes to be treated as a partnership. For such periods that it has only one Member, the Company shall be treated for U.S. federal income tax purposes as a "disregarded entity" of which all of the beneficial interests are held by the sole Member.

SECTION 6.03 **Tax Allocations**. Except as provided in Section 6.04 (which shall be applied first), Net Profits and Net Losses of the Company for any relevant period shall be allocated as described in this Section 6.03.

(a) Net Profits of the Company for any relevant period shall be allocated as follows:

(i) First, to any Members having negative Adjusted Capital Account balances, in proportion to and to the extent of such negative balances; and

(ii) The balance, if any, to the Members in such proportions and in such amounts as would result in the Adjusted Capital Account balance of each Member equaling, as nearly as possible, such Member's share of the then Company Capital.

(b) Net Losses of the Company for any relevant period shall be allocated among the Members as follows:

(i) First, to each Member with a positive Adjusted Capital Account balance, in the amount of such positive balance; provided, however, that if the amount of Net Losses to be allocated is less than the sum of the Adjusted Capital Account balances of all Members having positive Adjusted Capital Account balances, then the Net Losses shall be allocated to the Members in such proportions and in such amounts as would result in the Adjusted Capital Account balance of each Member equaling, as nearly as possible, such Member's share of the then Company Capital; and

(ii) The balance, if any, to the Members in proportion to their respective holdings of Shares.

(c) If the amount of Net Profits or Net Losses allocable to the Members pursuant to this Section 6.03 is insufficient to allow the Adjusted Capital Account balance of each Member to equal such Member's share of the Company Capital, such Net Profits or Net Losses shall be allocated among the Members in such a manner as to decrease the differences between the Members' respective Adjusted Capital Account balances and their respective shares of the Company Capital in proportion to such differences.

(d) Allocations of Net Profits and Net Losses provided for above shall generally be made as of the end of the fiscal year of the Company.

SECTION 6.04 **Regulatory Allocations**. Notwithstanding the provisions of Section 6.03 above, the following allocations of Net Profits, Net Losses and items thereof shall be made in the following order of priority:

(a) Items of income or gain for any taxable period shall be allocated to the Members in the manner and to the minimum extent required by the "minimum gain chargeback" provisions of Treasury Regulation Section 1.704-2(f) and Treasury Regulation Section 1.704-2(i)(4).

(b) All "nonrecourse deductions" (as defined in Treasury Regulation Section 1.704-2(b)(1)) of the Company for any year shall be allocated to the Members in the same manner as Net Profits or Net Losses; provided, however, that nonrecourse deductions attributable to "partner nonrecourse debt" (as defined in Treasury Regulation

Section 1.704-2(b)(4)) shall be allocated to the Members in accordance with the provisions of Treasury Regulation Section 1.704-2(i)(1).

(c) Items of income or gain for any taxable period shall be allocated to the Members in the manner and to the extent required by the "qualified income offset" provisions of Treasury Regulation Section 1.704-1(b)(2)(ii)(d).

(d) In no event shall Net Losses of the Company be allocated to a Member if such allocation would cause or increase a negative balance in such Member's Adjusted Capital Account (determined, for purposes of this Section 6.04 only, by increasing the Member's Capital Account balance by the amount the Member is obligated to restore to the Company pursuant to Treasury Regulation Section 1.704-1(b)(2)(ii)(c)).

(e) If items of income, gain, loss or deduction are allocated to one or more Members pursuant to any of paragraphs (a), (b), (c) or (d) of this Section 6.04 (the "Original Allocation"), then subsequent items of income, gain, loss or deduction will first be allocated (subject to the provisions of this Section 6.04) to the Members in a manner designed to result in each Member having a Capital Account balance equal to what it would have been had the Original Allocation not occurred; provided, however, that no such allocation shall be made pursuant to this paragraph (e) if either

(i) the Original Allocation had the effect of offsetting a prior Original Allocation or

(ii) the Original Allocation likely (in the opinion of the Company's professional advisors) will be offset by another Original Allocation in the future (*e.g*., an Original Allocation of "nonrecourse deductions" under (b) above that likely will be offset by a subsequent "minimum gain chargeback" under (a) above).

(f) Except as otherwise provided herein or as required by Code Section 704, for tax purposes, all items of income, gain, loss, deduction or credit shall be allocated to the Members in the same manner as are Net Profits and Net Losses; provided, however, that if the Carrying Value of any property of the Company differs from its adjusted basis for tax purposes, then items of income, gain, loss, deduction or credit related to such property for tax purposes shall be allocated among the Members so as to take account of the variation between the adjusted basis of the property for tax purposes and its Carrying Value in the manner provided for under Code Section 704(c).

SECTION 6.05 **Allocations Upon Transfer or Admission**. In the event that a Member acquires a capital interest in the Company either by transfer from another Member or by acquisition from the Company, the Net Profits, Net Losses, gross income, nonrecourse deductions and items thereof attributable to the interest so transferred or acquired shall be allocated among the Members based on a method chosen by the Managers, in their sole discretion, which method shall comply with Section 706 of the Code and shall be binding on all Members. For purposes of determining the date on which the acquisition occurs, the Company may make use of any convention allowable under Section 706(d) of the Code.

SECTION 6.06 **Financial Reports**. The Company shall prepare or cause to be prepared and provide to the Members, at the Company's expense, not later than 90 days after the

end of each fiscal year of the Company, such information as is necessary to complete federal and state income tax or information returns.

SECTION 6.07 **Tax Matters Partner**. Whenever the Company has more than one Member, the Managers shall select and appoint a Member to serve as the "Tax Matters Partner" of the Company under Code Section 6231(a)(7) and to manage administrative tax proceedings conducted at the Company level. The Tax Matters Partner shall make any necessary elections and take any other necessary steps required by applicable law for the Company to be treated as a partnership for United States federal, state, and local income tax purposes.

ARTICLE VII

DURATION OF THE COMPANY

SECTION 7.01 **Term of Company.** The term of the Company commences on the Effective Date and shall continue until the date on which the Company is dissolved as provided in Sections 7.02 or 7.03, or is dissolved by operation of law.

SECTION 7.02 **Dissolution Upon Sale of Assets**. The Company shall be dissolved in the event of the sale or distribution by the Company of all or substantially all of the assets of the Company.

SECTION 7.03 **Dissolution by Written Consent of Members.** The Members may dissolve the Company at any time by written consent executed by the Members, a copy of which shall be provided to the Managers.

ARTICLE VIII

LIQUIDATION OF THE COMPANY

SECTION 8.01 **General Provisions.** Following the dissolution of the Company in accordance with Article VII hereof, the Company's assets shall be liquidated in an orderly manner. The Managers (or, at the Managers' election, another Person selected by a Majority of the Managers) shall be the liquidator to wind up the affairs of the Company pursuant to this Agreement.

SECTION 8.02 **Liquidating Distributions.** The liquidator shall pay or provide for the satisfaction of the Company's liabilities and obligations to creditors. Any Net Profit or Net Loss realized in connection with the liquidation of the Company shall be allocated to the Members pursuant to Article VI hereof, and the remaining assets of the Company shall then be distributed to the Members in accordance with their Capital Accounts. In performing its duties, the liquidator is authorized to sell, exchange or otherwise dispose of the assets of the Company in such reasonable manner as the liquidator shall determine to be in the best interest of the Company and the Members.

SECTION 8.03 **Expenses of Liquidator.** The expenses incurred by the liquidator in connection with winding up the Company, and all other losses or liabilities of the Company incurred in accordance with the terms of this Agreement, shall be borne by the Company.

SECTION 8.04 **Duration of Liquidation.** A reasonable time shall be allowed for the winding up of the affairs of the Company in order to minimize any losses otherwise associated with such a winding up.

SECTION 8.05 **Duty of Care.** The liquidator shall not be liable to the Company or the Members for any loss attributable to any act or omission of the liquidator in good faith and in a manner such liquidator reasonably believed to be in, or not opposed to, the best interests of the Company in connection with the liquidation of the Company and distribution of its assets and provided that such act or omission did not constitute gross negligence, willful misconduct or a material breach of this Agreement. The liquidator may consult with counsel, investment banking firms, consultants and accountants with respect to liquidating the Company and distributing its assets and may act or omit to act in accordance with the advice of such counsel, investment banking firms, consultants or accountants, provided they shall have been selected with reasonable care.

SECTION 8.06 **No Liability for Return of Capital.** The liquidator(s), the Managers and their respective officers, directors, agents and Affiliates shall not be personally liable for the return of the Capital Contribution of the Members to the Company.

ARTICLE IX

TRANSFER OF INTERESTS

SECTION 9.01 **Limitation on Transfer of Rights and Obligations of Managers.** The Managers shall not assign, pledge, mortgage, hypothecate, sell or otherwise dispose of or encumber all or any part of their rights or obligations under this Agreement without the prior written consent of the Members.

SECTION 9.02 **Transfer of Member Interests**. Except as may otherwise be required to comply with applicable federal and state laws, the Members shall have the right to transfer all or any part of their interests in the Company by delivery to the Company of an assignment in writing duly executed by the transferring Member.

SECTION 9.03 **Transfer of Profits Interests**. With the consent of a Majority of the Managers, the Company may grant any Person a percentage interest in the future Net Profits and Net Losses of the Company (a "Profits Interest") whether for a fixed term or indefinitely, *provided* that (i) the grant does not include any capital interest in the Company or any right to share in the proceeds of the Company's liquidation under Article VIII, and *provided further* that (ii) such grant is made in exchange for property or services afforded to the Company that are of equivalent value to the Profits Interest granted, as the Managers may determine in their sole and absolute discretion. The grant of any Profits Interest shall not cause the transferee of such Profits Interest to become a Member.

ARTICLE X

INDEMNIFICATION

SECTION 10.01 **General Provisions.**

(a) Subject to the limitations set forth below in this Article X, each of the Managers, the Officers, the Affiliates of the Managers and the Officers, and the liquidator (if any), (each such Person being referred to hereafter as an "Indemnitee"), shall be indemnified by the Company (but only out of Company assets, including the proceeds of liability insurance) against any claim, demand, controversy, dispute, cost, loss, damage, expense (including attorneys' fees), judgment and/or liability incurred by or imposed upon the Indemnitee in connection with any action, suit or proceeding (including any proceeding before any administrative or legislative body or agency), to which the Indemnitee shall become a party or shall be threatened to become a party, by reason of the Indemnitee's being at the time the cause of action arose or thereafter, a Manager, an Officer, an Affiliate of a Manager or an Officer,, a liquidator (if any), or a director, officer, member, partner, employee, consultant or other agent of any other organization in which the Company owns an interest, which other organization the Indemnitee serves or has served as director, officer, manager, member, partner, employee, consultant or other agent at the request of the Company (whether or not the Indemnitee continues to serve in such capacity at the time such action, suit or proceeding is brought or threatened). Each Indemnitee may be entitled to such indemnification notwithstanding that the Company has sold, assigned, distributed or otherwise transferred its investment in such other organization prior to the time that such action, suit or proceeding is brought or threatened.

(b) The Indemnitee shall not be indemnified with respect to matters as to which the Indemnitee shall have been finally adjudicated in any such action, suit or proceeding (i) not to have acted in good faith and in the reasonable belief that the Indemnitee's action was in accordance with such Person's obligations to the Company or to have acted with gross negligence or a willful disregard of his duties, or in breach of his fiduciary obligations, or (ii) with respect to any criminal action or proceeding, not to have had cause to believe beyond any reasonable doubt the Indemnitee's conduct was criminal. In the event of settlement of any action, suit or proceeding brought or threatened, the indemnification provided for in this Article X shall apply to all matters covered by the settlement except for matters as to which the Company is advised by counsel (who may be counsel regularly retained to represent the Company) that the Person seeking indemnification, in the opinion of such counsel, did not act in good faith or acted with gross negligence or a willful disregard of such Person's duties, or in breach of such Person's fiduciary obligations, or, with respect to any criminal action or proceeding, that the Person seeking indemnification had reasonable cause to believe such Person's conduct was criminal.

(c) The right of indemnification provided for in this Article X shall be in addition to any rights to which any Indemnitee may otherwise be entitled and shall inure to the benefit of the executors, administrators, personal representatives, successors or assigns of each such Indemnitee. Such Indemnitee shall first use reasonable efforts to

pursue other readily available sources of indemnification before pursuing a claim for indemnification against the Company under this Article X.

SECTION 10.02 **Advance Payment of Expenses.** The Company shall pay the expenses incurred by an Indemnitee in defending a civil or criminal action, suit or proceeding, or in opposing any claim arising in connection with any potential or threatened civil or criminal action, suit or proceeding, in advance of the final disposition of such action, suit or proceeding, upon receipt of an undertaking by such Indemnitee satisfactory to the Managers to repay such payment if he shall be determined to be not entitled to indemnification therefor as provided herein; provided, however, that in such instance the Indemnitee is not commencing an action, suit, or proceeding against the Company, or defending an action, suit or proceeding commenced against the Indemnitee by the Company, or opposing a claim by the Company arising in connection with any such potential or threatened action, suit or proceeding.

SECTION 10.03 **Insurance.** At its election, the Managers may cause the Company to purchase and maintain insurance, at the expense of the Company and to the extent available, for the protection of the Managers, the Officers, the Affiliates of the Managers and the Officers, any liquidator, and the directors, officers, employees, consultants or other agents of any such Person, against any liability incurred by any such Person in any such capacity or arising out of his status as such, whether or not the Company has the power to indemnify such Person against such liability. The Managers may also cause the Company to purchase and maintain insurance for the protection of any officer, director, employee, consultant or other agent of any other organization in which the Company owns an interest or of which the Company is a creditor against similar liabilities, whether or not the Company has the power to indemnify any such Person against such liabilities.

ARTICLE XI

ACCOUNTING; RECORDS AND REPORTS

SECTION 11.01 **Fiscal Year.** The fiscal year of the Company shall be the calendar year, or such other year as required by the Code.

SECTION 11.02 **Keeping of Accounts and Records**. At all times the Managers shall cause to be kept proper and complete books of account, in which shall be entered fully and accurately the transactions of the Company. Such books of account, together with (i) an executed copy of this Agreement (and any amendments hereto); (ii) the Certificate of the Company (and any amendments thereto); (iii) executed copies of any powers of attorney pursuant to which any of the aforesaid documents has been executed; and (iv) financial statements of the Company for each of the prior three years, shall at all times be maintained at the location specified in Section 1.02 hereof.

SECTION 11.03 **Inspection Rights.** Until the liquidation of the Company has been completed, any Member may examine the Company's books, records, accounts and assets, including bank balances, and may make, or cause to be made, any audit thereof at the Company's expense.

SECTION 11.04 **Reports.** The Managers shall prepare and transmit to the Members at the Company's expense such financial and other reports as shall be determined from time to time by the Members.

ARTICLE XII

WAIVER AND AMENDMENT

SECTION 12.01 **Waiver and Amendment.** Except for any waiver or amendment of the provisions of Sections 2.06 and 10.01 through 10.03 hereof which would adversely affect any Manager (or any Affiliate of a Manager), the terms and provisions of this Agreement may be waived, modified, terminated or amended at any time by the Members. The Members shall not waive or amend any provision of Sections 2.06 or 10.01 through 10.03 hereof in such a manner as would adversely affect any Manager (or any Affiliate of a Manager) without the written consent of such Manager.

ARTICLE XIII

GENERAL PROVISIONS

SECTION 13.01 **Notices.** Except where otherwise specifically provided in this Agreement, all notices, requests, consents, approvals and statements shall be in writing and shall be deemed to have been properly given by (i) personal delivery, (ii) first class mail, postage prepaid, (iii) electronic facsimile transmission, or (iv) courier service, addressed in each case: if to the Company, at the address where the Company's books and records are maintained as specified in Section 1.02 hereof; if to a Manager, at such Manager's address set forth in Schedule A; and if to a Member, to the Member's address set forth in Schedule A, or, in each case, to such other address or addresses (and/or by e-mail or other manner of delivery) as the addressee may have specified by written notice as aforesaid.

SECTION 13.02 **Binding on Successors**. This Agreement shall be binding upon and inure to the benefit of the respective heirs, successors, assigns and legal representatives of the parties hereto.

SECTION 13.03 **Counterparts.** This Agreement or any amendment hereto may be signed in any number of counterparts, each of which shall be an original, but all of which taken together shall constitute one agreement (or amendment, as the case may be).

SECTION 13.04 **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware.

SECTION 13.05 **Construction.** Whenever the content of this Agreement permits, the masculine gender shall include the feminine and neuter genders, and reference to singular or plural shall be interchangeable with the other. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the other provisions, and this Agreement shall be construed and reformed in all respects as if any such invalid or unenforceable provision(s) were omitted in order to give effect to the intent and purposes of this Agreement. References in this Agreement to particular sections of the Code or the Delaware Act shall be deemed to refer to

such sections or provisions of the Code or the Delaware Act (or any successor legislation) as they may be amended after the date of this Agreement.

ARTICLE XIV

CERTAIN DEFINITIONS

SECTION 14.01 **Certain Definitions**. For purposes of this Agreement, the following capitalized terms have the respective meanings set forth below:

"Adjusted Capital Account" means, for each Member, such Member's Capital Account balance increased by such Member's share of "minimum gain" and of "partner nonrecourse debt minimum gain" as determined, respectively, pursuant to Treasury Regulation Sections 1.704-2(g) and 1.704-2(i)(5).

"Affiliate" means, with respect to the Person to which it refers, a Person that either (i) directly or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with, such Person or (ii) is the successor or assign to such Person.

"Agreement" means this Limited Liability Company Agreement, as it may be subsequently amended or restated from time to time.

"Capital Account" means a separate account maintained for each Member and adjusted in accordance with Treasury Regulations under Section 704 of the Code. To the extent consistent with such Treasury Regulations, the adjustments to such accounts shall include the following:

(a) There shall be credited to each Member's Capital Account the amount of any cash actually contributed by such Member to the capital of the Company, the fair market value of any other property contributed by such Member to the capital of the Company, the amount of liabilities of the Company assumed by the Member or to which property distributed to the Member was subject and such Member's share of the Net Profits of the Company and of any items in the nature of income or gain separately allocated to the Members; and there shall be charged against each Member's Capital Account the amount of all cash distributions to such Member, the fair market value of any other property distributed to such Member by the Company, the amount of liabilities of the Member assumed by the Company or to which property contributed by the Member to the Company was subject and such Member's share of the Net Losses of the Company and of any items in the nature of losses or deductions separately allocated to the Members.

(b) If the Company at any time distributes any of its assets in-kind to any Member, the Capital Account of each Member shall be adjusted to account for that Member's allocable share of the Net Profits, Net Losses or items thereof that would have been realized by the Company had it sold the assets that were distributed at their respective fair market values (taking Code Section 7701(g) into account) immediately prior to their distribution.

(c) Upon (A) the acquisition of a capital interest in the Company in exchange for a Capital Contribution, or (B) the election of the Company, at any time specified in

Treasury Regulation Section 1.704-1(b)(2)(iv)(f), the Capital Account balance of each Member shall be adjusted to the extent provided under such Treasury Regulation to reflect the Member's allocable share (as determined under Article VI) of the items of Net Profits or Net Losses that would be realized by the Company if it sold all of its property at its fair market value (taking Code Section 7701(g) into account) on the day of the event giving rise to the adjustment; provided that, if after such adjustment the Capital Account of each Member does not equal each Member's share of Company Capital determined as set forth above, then each Member's Capital Account shall be adjusted to an amount equal to such share of Company Capital.

(d) In the event any Membership interest in the Company is transferred in accordance with the terms of this Agreement, the transferee shall succeed to the Capital Account of the transferor to the extent it relates to the Transferred interest.

"Capital Contribution" means the aggregate amount of cash or other property contributed by a Member to the Company.

"Carrying Value" means, with respect to any asset, the asset's adjusted basis for federal income tax purposes; provided, however, that (i) the initial Carrying Value of any asset contributed to the Company shall be adjusted to equal its gross fair market value at the time of its contribution and (ii) the Carrying Values of all assets held by the Company shall be adjusted to equal their respective gross fair market values (taking Code Section 7701(g) into account) upon an adjustment to the Capital Accounts of the Members described in paragraph (c) of the definition of "Capital Account." The Carrying Value of any asset whose Carrying Value was adjusted pursuant to the preceding sentence thereafter shall be adjusted in accordance with the provisions of Treasury Regulation Section 1.704-1(b)(2)(iv)(g).

"Certificate" means the certificate of formation of the Company and any amendments or restatements thereof as filed with the Delaware Secretary of State under the Delaware Act.

"Code" means the United States Internal Revenue Code of 1986 (and any successor statute thereto), and the regulations promulgated thereunder, all as amended from time to time.

"Company Capital" means an amount equal to the sum of all of the Members' Adjusted Capital Account balances determined immediately prior to the allocation of any Net Profits or Net Losses to the Members, pursuant to Article VI.

"Delaware Act" means the Delaware Limited Liability Company Act, as amended from time to time.

"Distributable Cash" means all cash of the Company that the Managers determine is available for distribution to the Members after the payment or provision for payment by the Company of all expenses incurred by the Company and in collecting any amounts then owed to the Company and so attributable.

"Effective Date" shall mean the date upon which the Company files a Certificate of formation as a limited liability company with the Delaware Secretary of State pursuant to the Delaware Act.

"Indemnitee" shall have the meaning set forth in Section 10.01.

"Initial Member" shall mean Clean Harbors, Inc., a Massachusetts corporation.

"Majority of the Managers" means (i) at least four of the Managers if there are then six Managers, (ii) at least three of the Managers if there are then five or four Managers, (iii) at least two of the Managers if there are then three Managers, and (ii) both of the Managers if there are then only two Managers.

"Manager" means each of the Persons then serving as a Manager of the Company in accordance to Section 2.01 hereof, in his capacity as a Manager of the Company.

"Member" means the Initial Member for so long as it shall hold a capital interest in the Company, and each of such other or additional Persons as shall acquire a capital interest in the Company and be admitted as a Member from time to time, in accordance with the provisions of the Delaware Act.

"Net Profit" or "Net Loss" means, with respect to any fiscal year, the sum of the Company's: (a) net profit or loss as determined in accordance with the Code, and (b) any income exempt from federal income tax, after deduction of all expenses properly chargeable to the Company for such fiscal year (whether deductible or non-deductible and whether described in Section 705(a)(2)(B) of the Code, treated as so described pursuant to Treasury Regulations Section 1.704-1(b)(2)(iv)(i), or otherwise). For this purpose, Net Profit or Net Loss shall be determined in accordance with tax accounting principles rather than generally accepted accounting principles, and any expenses required to be capitalized and included in the Company's adjusted tax basis in any asset or which reduce the amount realized by the Company on the disposition of any asset shall be disregarded.

"Officers" means the President, the Treasurer, the Secretary, and any such other officers of the Company as shall be elected by a Majority of the Managers or by the Members in accordance with Section 2.02(a) hereof.

"Person" means any individual, general partnership, limited partnership, limited liability company, corporation, joint venture, trust, business trust, cooperative or association and the heirs, executors, administrators, legal representative, successors and assigns of such Person where the context so admits.

"Treasury Regulations" mean the Regulations promulgated by the United States Department of the Treasury under the Code, as amended.

[remainder of page left intentionally blank]

IN WITNESS WHEREOF, the undersigned have executed this Limited Liability Company Agreement as of the effective date first above written.

MANAGERS:

/s/ Wally Dumont
Wally Dumont

/s/ James M. Rutledge
James M. Rutledge

/s/ Glen Fleming
Glen Fleming

INITIAL MEMBER:

CLEAN HARBORS INDUSTRIAL SERVICES, INC.

By: /s/ James M. Rutledge
James M. Rutledge
Executive Vice President and Chief Financial Officer

CLEAN HARBORS CATALYST TECHNOLOGIES, LLC

SCHEDULE A

Managers:

Wally Dumont
c/o Clean Harbors, Inc.
42 Longwater Drive
P.O. Box 9149
Norwell, MA 02061-9149

James M. Rutledge
c/o Clean Harbors, Inc.
42 Longwater Drive
P.O. Box 9149
Norwell, MA 02061-9149

Glen Fleming
c/o Clean Harbors, Inc.
42 Longwater Drive
P.O. Box 9149
Norwell, MA 02061-9149

Member:

Clean Harbors Industrial Services, Inc.
c/o Clean Harbors, Inc.
42 Longwater Drive
P.O. Box 9149
Norwell, MA 02061-9149

Exhibit 3.19

Clean Harbors Chattanooga, LLC

CERTIFICATE OF FORMATION

Pursuant to the provisions of Section 18-201 of the Limited Liability Company Act of the State of Delaware (the "Act"), the undersigned, being duly authorized, hereby certifies and states as follows:

1. Name of the Limited Liability Company. The name of the limited liability company formed hereby is Clean Harbors Chattanooga, LLC (the "LLC").

2. Registered Agent and Office of the LLC. The name of the registered agent of the LLC in the State of Delaware is Capitol Corporate Services, Inc. and the registered office address of the registered agent for the purposes of Section 18-104 of the Act is 32 Loockerman Square, Suite 109, Dover, Kent County, Delaware 19901.

IN WITNESS WHEREOF, the undersigned hereby affirms that the facts stated herein are true, this 30th day of April, 2002.

/s/ C. Michael Malm
C. Michael Malm, Authorized Person

CLEAN HARBORS CHATTANOOGA, LLC

LIMITED LIABILITY COMPANY AGREEMENT

LIMITED LIABILITY COMPANY AGREEMENT effective as of May 1, 2002, by and among Eric W. Gerstenberg, Gene A. Cookson, Stephen H. Moynihan, Roger A. Koenecke, Carl Paschetag, and William J. Geary, as Managers; and Clean Harbors Disposal Services, Inc., a Delaware corporation, as the sole Member. Certain capitalized terms used herein have the respective meanings set forth in Section 14.01 hereof.

ARTICLE I
CAPITAL CORPORATE SERVICES, INC.,
ORGANIZATION

SECTION 1.01 Formation of the Company. Clean Harbors Chattanooga, LLC (the "Company") has been formed as a limited liability company under the Delaware Limited Liability Company Act *(6 Del. C § 18-101, et seq.)*, as amended from time to time (the "Delaware Act"), through the filing of the Certificate with the Delaware Secretary of State on the effective date of this Agreement. The parties hereto agree to conduct the business of the Company in accordance with the provisions of the Act and of this Agreement.

SECTION 1.02 Name, Registered Office, and Maintenance of Books and Records. The name of the Company is "Clean Harbors Chattanooga, LLC." The initial address of the Company's registered office in Delaware is 32 Lookerman Square, Suite 109, Dover, Dent County, Delaware 19901, and its initial agent at such address for service of process is Capitol Corporate Services, Inc. The Company's books and records shall be maintained at c/o Clean Harbors, Inc., 1501 Washington Street, Braintree, Massachusetts 02184. A Majority of the Managers may change the location at which the Company's books and records shall be maintained to such other location within the United States as such Managers may determine at any time, upon written notice to the Member stating such new location. A Majority of the Managers may also change the Company's registered agent from time to time in their sole discretion.

SECTION 1.03 Purposes. The purposes and objectives of the Company are to own, lease, manage and/or operate a licensed hazardous waste facility, to provide environmental services, and to engage in any other lawful activities allowed to be conducted by a limited liability company.

SECTION 1.04 Powers. Subject to the terms of this Agreement, and consistent with the purposes stated in Section 1.03 hereof, the Company shall have the following powers: (i) to enter into all agreements and engage in all activities and transactions necessary or advisable to carry out the Company's purposes; and (ii) to have all other powers available to it as a limited liability company organized under the laws of the State of Delaware. Without limitation of the foregoing, the Company shall have the powers: to acquire and dispose of assets and other property; to act as a general partner, limited partner, manager and/or member of any other Person; negotiate, enter into, and modify agreements including, without limitation, partnership

agreements, limited liability company agreements, and leases or subleases of any real estate or personal property; to incur obligations for and in connection with its business; to borrow money and provide guarantees for the obligations of other Persons and, if required by any lender, as security therefor to mortgage, pledge and grant security interests in all or any part of the assets and other property owned by the Company; to repay, in whole or in part, refinance, consolidate, recast, increase, modify or extend any loans which may affect any of the assets and other property owned by the Company; and to execute any and all other documents and instruments and exercise all powers necessary or appropriate to carry out the business of the Company.

ARTICLE II

CONDUCT AND MANAGEMENT OF THE LLC

SECTION 2.01 Managers. Except as otherwise provided in this Agreement for actions which require or permit approval by the sole Member, the business of the Company shall be under the control of the Managers. The names and current addresses of the initial Managers are as described in Schedule A hereto. One or more substitute or additional Managers may be elected at any time in the future by the sole Member. Each of the original Managers and any such substitute or additional Managers shall serve as a Manager until either (i) his voluntary resignation as a Manager, or (ii) his removal as a Manager with or without cause at any time by a Majority of the Managers or the sole Member. The Managers shall not be required to make any Capital Contributions to the Company.

SECTION 2.02 Officers.

(a) In order to facilitate the day-to-day operation of the Company's business, the Company shall have the following Officers: a President, Senior Vice Presidents, a Treasurer and a Secretary, and any such additional Officers as a Majority of the Managers may from time to time deem appropriate. The President shall be a Manager, but none of the other Officers need be a Manager. Unless otherwise determined from time to time by a Majority of the Managers or by the sole Member, Eric W. Gerstenberg shall be the President, Steven H. Moynihan shall be a Senior Vice President and an Assistant Treasurer, Roger Koenecke shall be a Senior Vice President, Carl Paschetag shall be the Treasurer, William J. Geary shall be a Vice President and the Assistant Secretary, and C. Michael Malm shall be Secretary. Unless otherwise determined from time to time by a Majority of the Managers or the sole Member, the President shall be the chief executive officer of the LLC, the Treasurer shall be responsible for maintaining the funds and financial books and records of the LLC, and the Secretary shall be responsible for maintaining the records of actions (whether by written consent or meeting) of the Managers and of the sole Member and the other non-financial records of the LLC. Each of the Officers of the LLC may be removed (and his successors elected) at any time by a Majority of the Managers or the sole Member.

(b) Except as may otherwise be determined from time to time by a Majority of the Managers or the sole Member, the Managers hereby delegate to the President and any Senior Vice President then in office full authority to act on behalf of the LLC. Except as may otherwise be determined from time to time by a Majority of the Managers or the sole Member, each of the President and Senior Vice Presidents shall have, without further approval or consent of any of

the other Managers or the sole Member, full authority: to acquire and dispose of assets and other property on behalf of the LLC; to negotiate, enter into, execute or modify agreements on behalf of the LLC including, without limitation, partnership agreements, limited liability company agreements, and leases or subleases of any real estate or personal property; to incur obligations for and on behalf of the LLC for and in connection with its business; to borrow money and provide guarantees for the obligations of other Persons and, if required by any lender, as security therefor to mortgage, pledge and grant security interests in all or any part of the assets and other property owned by the Company; to repay, in whole or in part, refinance, consolidate, recast, increase, modify or extend any loans which may affect any of the assets and other property owned by the Company; and to execute any and all other documents and instruments and exercise all powers necessary or appropriate to carry out the business of the Company.

SECTION 2.03 Authorization.

(a) Every contract, agreement, and other instrument executed on behalf of the Company by any Manager, the President or any Senior Vice President, or by another Officer of the Company, if such execution is authorized by a Majority of the Managers, shall be conclusive evidence in favor of every person or entity relying thereon or claiming thereunder that at the time of the delivery thereof (i) the Company was in existence, (ii) this Agreement had not been terminated or canceled or amended in any manner so as to restrict such authority (except as shown in the Certificate or other instrument duly filed with the Secretary of State of the State of Delaware), and (iii) the execution and delivery of such instrument were duly authorized by the Managers and/or the sole Member to the extent required.

(b) Any person or entity dealing with the Company may always rely on a certificate signed by any Manager, the President, any Senior Vice President, the Secretary or an Assistant Secretary:

(i) as to who are the Managers, the Officers or the Member of the Company,

(ii) as to the existence or nonexistence of any fact or facts which (A) constitute conditions precedent to acts by the Company, or (B) are in any other manner germane to the affairs of the Company,

(iii) as to who is authorized to execute and deliver any instrument or document on behalf of the Company,

(iv) as to the authenticity of any copy of this Agreement and amendments thereto, or

(v) as to any act or failure to act by the Company, or as to any other matter whatsoever involving the Company or any Manager or Officer or Member of the Company.

SECTION 2.04 Actions by Managers or the Sole Member. Approval of any action by the Company which under the terms of this Agreement requires approval by a Majority of the Managers may be granted either by a written consent signed by a Majority of the Managers or by an affirmative vote of a Majority of the Managers at a meeting held for such purpose either with or without prior notice. Any Manager may participate in any such meeting by telephone if all

Managers participating in any such meeting shall be able to hear the other participating Managers. The participation of a Majority of the Managers shall constitute a quorum for all purposes. If any action is approved by a Majority of the Managers but any Manager shall not sign any written consent by which, or shall not participate in any meeting at which, such approval was granted, the Secretary of the Company shall promptly provide to such Manager following the date of such written consent or meeting a copy of such written consent or minutes of such meeting. Any action taken by the sole Member under the terms of this Agreement shall be by written consent of the sole Member.

SECTION 2.05 **Duty of Care.** The sole Member acknowledges that decisions concerning the Company's activities will involve the exercise of judgment and a risk of loss. The Managers, the Officers and their Affiliates shall not be liable to the Company or the Member for any loss suffered by the Company or the Member which arises out of any action or omission of a Manager, an Officer or any Affiliate of a Manager or an Officer, provided that (i) such Manager, Officer or Affiliate determined, in good faith, that such course of conduct was in, or not opposed to, the best interest of the Company or was otherwise permitted by this Agreement, and (ii) such course of conduct did not constitute gross negligence or willful malfeasance, a material breach of this Agreement, or an intentional violation of federal or state law by such Manager, Officer or Affiliate. The Managers, the Officers, and their Affiliates shall not be liable for the negligence, whether of omission or commission, dishonesty or bad faith of any employee, broker or other agent of the Company selected by the Managers or the Officers with reasonable care. Furthermore, the Managers, the Officers, and their Affiliates shall be entitled to indemnification by the Company to the extent provided in Article X hereof.

ARTICLE III

MEMBER

SECTION 3.01 **Name, Address, and Capital Contribution**. The name and current address of the sole Member are as described in Schedule A hereto. On and after the date of this Agreement, the Member shall make to the Company either in cash or in other tangible or intangible property such Capital Contributions as shall be determined by the Member. The Treasurer shall record the Member's Capital Contributions on the financial records of the Company.

SECTION 3.02 **Limited Liability.** In accordance with the Delaware Act, the liability of the Member to the Company and its creditors shall be limited to (i) any unpaid Capital Contribution which the Member has agreed to make to the Company; (ii) the amount of any distribution previously received from the Company which the Member may be required to return to the Company pursuant to Section 18-607(b) of the Delaware Act; and (iii) the unpaid balance of any other payments (if any) that the Member expressly is required, pursuant to this Agreement, to make to the Company.

SECTION 3.03 **No Control of Company**. Except as otherwise provided in this Agreement, the Member, in its capacity as such, shall not take part in the management or control of the affairs of the Company, or undertake any transactions on behalf of the Company, or have any power to sign for or otherwise to bind the Company.

SECTION 3.04 **Dissolution, Liquidation or Bankruptcy.** The dissolution, liquidation or bankruptcy of the Member shall not result in the termination of the Company, but the rights of the Member under this Agreement shall accrue to the Member's successors, estate or legal representatives. Except as expressly provided in this Agreement, no other event affecting the Member (including but not limited to insolvency) shall affect this Agreement.

ARTICLE IV

EXPENSES AND COMPENSATION

SECTION 4.01 **No Management Fee.** The Company shall not be obligated to pay to the Managers (or any Affiliate of the Managers) any management fee or similar compensation. However, the Managers shall be entitled to receive compensation from the Member and its Affiliates in the Managers' respective capacities as officers and employees of the Member and its Affiliates.

SECTION 4.02 **Expenses.** The Company shall be responsible for the payment from its own funds of all of the Company's expenses.

ARTICLE V

DISTRIBUTIONS

SECTION 5.01 **Amount, Timing and Form.** The Managers shall determine in their discretion the amount, timing and form of all distributions of Distributable Cash to be made by the Company to the sole Member.

ARTICLE VI

TAX ALLOCATIONS

SECTION 6.01 **Allocations of Net Profit or Net Loss.** As described in Articles II, III and V above, the sole Member shall be responsible for all Capital Contributions to the Company, and the Company shall make all distributions to the Member. All distributions of Net Profit or Net Loss by the Company will accordingly be made to the Member. The Company shall therefore be treated for U.S. federal income tax purposes as a "disregarded entity" of which all of the beneficial interests are held by the sole Member.

ARTICLE VII

DURATION OF THE COMPANY

SECTION 7.01 **Term of Company.** The term of the Company commenced on the filing of the Certificate with the Delaware Secretary of State and shall continue until the date on which the Company is dissolved as provided in Sections 7.02 or 7.03 or by operation of law.

SECTION 7.02 **Dissolution Upon Sale of Assets**. The Company shall be dissolved in the event of the sale or distribution by the Company of all or substantially all of the assets of the Company.

SECTION 7.03 **Dissolution by Written Consent of Member.** The sole Member may dissolve the Company at any time by written consent executed by the Member and a copy of which shall be provided to the Managers.

ARTICLE VIII

LIQUIDATION OF THE COMPANY

SECTION 8.01 **General Provisions.** Following the dissolution of the Company in accordance with Article VII hereof, the Company's assets shall be liquidated in an orderly manner. The Managers (or, at the Managers' election, another Person selected by a Majority of the Managers) shall be the liquidator to wind up the affairs of the Company pursuant to this Agreement.

SECTION 8.02 **Liquidating Distributions.** The liquidator shall pay or provide for the satisfaction of the Company's liabilities and obligations to creditors. Any Net Profit or Net Loss realized in connection with the liquidation of the Company shall be allocated to the Member pursuant to Article VI hereof, and the remaining assets of the Company shall then be distributed to the Member. In performing its duties, the liquidator is authorized to sell, exchange or otherwise dispose of the assets of the Company in such reasonable manner as the liquidator shall determine to be in the best interest of the Company and the Member.

SECTION 8.03 **Expenses of Liquidator.** The expenses incurred by the liquidator in connection with winding up the Company, and all other losses or liabilities of the Company incurred in accordance with the terms of this Agreement, shall be borne by the Company.

SECTION 8.04 **Duration of Liquidation.** A reasonable time shall be allowed for the winding up of the affairs of the Company in order to minimize any losses otherwise associated with such a winding up.

SECTION 8.05 **Duty of Care.** The liquidator shall not be liable to the Company or the Member for any loss attributable to any act or omission of the liquidator in good faith and in a manner such liquidator reasonably believed to be in, or not opposed to, the best interests of the Company in connection with the liquidation of the Company and distribution of its assets and provided that such act or omission did not constitute gross negligence, willful misconduct or a material breach of this Agreement. The liquidator may consult with counsel, investment banking firms, consultants and accountants with respect to liquidating the Company and distributing its assets and may act or omit to act in accordance with the advice of such counsel, investment banking firms, consultants or accountants, provided they shall have been selected with reasonable care.

SECTION 8.06 **No Liability for Return of Capital.** The liquidator(s), the Managers and their respective officers, directors, agents and Affiliates shall not be personally liable for the return of the Capital Contribution of the Member to the Company.

ARTICLE IX

TRANSFER OF INTERESTS

SECTION 9.01 Limitation on Transfer of Rights and Obligations of Managers. The Managers shall not assign, pledge, mortgage, hypothecate, sell or otherwise dispose of or encumber all or any part of their rights or obligations under this Agreement without the prior written consent of the Member.

SECTION 9.02 Transfer of Member Interests. Except as may otherwise be required to comply with applicable federal and state laws, the sole Member shall have the right to transfer all or any part of its interests in the Company by delivery to the Company of an assignment in writing duly executed by the Member.

ARTICLE X

INDEMNIFICATION

SECTION 10.01 General Provisions.

(a) Subject to the limitations set forth below in this Article X, each of the Managers, the Officers, the Affiliates of the Managers and the Officers, and the liquidator (if any), (each such Person being referred to hereafter as an "Indemnitee"), shall be indemnified by the Company (but only out of Company assets, including the proceeds of liability insurance) against any claim, demand, controversy, dispute, cost, loss, damage, expense (including attorneys' fees), judgment and/or liability incurred by or imposed upon the Indemnitee in connection with any action, suit or proceeding (including any proceeding before any administrative or legislative body or agency), to which the Indemnitee shall become a party or shall be threatened to become a party, by reason of the Indemnitee's being at the time the cause of action arose or thereafter, a Manager, an Officer, an Affiliate of a Manager or an Officer,, a liquidator (if any), or a director, officer, member, partner, employee, consultant or other agent of any other organization in which the Company owns an interest, which other organization the Indemnitee serves or has served as director, officer, manager, member, partner, employee, consultant or other agent at the request of the Company (whether or not the Indemnitee continues to serve in such capacity at the time such action, suit or proceeding is brought or threatened). Each Indemnitee may be entitled to such indemnification notwithstanding that the Company has sold, assigned, distributed or otherwise transferred its investment in such other organization prior to the time that such action, suit or proceeding is brought or threatened.

(b) The Indemnitee shall not be indemnified with respect to matters as to which the Indemnitee shall have been finally adjudicated in any such action, suit or proceeding (i) not to have acted in good faith and in the reasonable belief that the Indemnitee's action was in accordance with such Person's obligations to the Company or to have acted with gross negligence or a willful disregard of his duties, or in breach of his fiduciary obligations, or (ii) with respect to any criminal action or proceeding, not to have had cause to believe beyond any reasonable doubt the Indemnitee's conduct was criminal. In the event of settlement of any action, suit or proceeding brought or threatened, the indemnification provided for in this Article X shall

apply to all matters covered by the settlement except for matters as to which the Company is advised by counsel (who may be counsel regularly retained to represent the Company) that the Person seeking indemnification, in the opinion of such counsel, did not act in good faith or acted with gross negligence or a willful disregard of such Person's duties, or in breach of such Person's fiduciary obligations, or, with respect to any criminal action or proceeding, that the Person seeking indemnification had reasonable cause to believe such Person's conduct was criminal.

(c) The right of indemnification provided for in this Article X shall be in addition to any rights to which any Indemnitee may otherwise be entitled and shall inure to the benefit of the executors, administrators, personal representatives, successors or assigns of each such Indemnitee. Such Indemnitee shall first use reasonable efforts to pursue other readily available sources of indemnification before pursuing a claim for indemnification against the Company under this Article X.

SECTION 10.02 Advance Payment of Expenses. The Company shall pay the expenses incurred by an Indemnitee in defending a civil or criminal action, suit or proceeding, or in opposing any claim arising in connection with any potential or threatened civil or criminal action, suit or proceeding, in advance of the final disposition of such action, suit or proceeding, upon receipt of an undertaking by such Indemnitee satisfactory to the Managers to repay such payment if he shall be determined to be not entitled to indemnification therefor as provided herein; provided, however, that in such instance the Indemnitee is not commencing an action, suit, or proceeding against the Company, or defending an action, suit or proceeding commenced against the Indemnitee by the Company, or opposing a claim by the Company arising in connection with any such potential or threatened action, suit or proceeding.

SECTION 10.03 Insurance. At its election, the Managers may cause the Company to purchase and maintain insurance, at the expense of the Company and to the extent available, for the protection of the Managers, the Officers, the Affiliates of the Managers and the Officers, any liquidator, and the directors, officers, employees, consultants or other agents of any such Person, against any liability incurred by any such Person in any such capacity or arising out of his status as such, whether or not the Company has the power to indemnify such Person against such liability. The Managers may also cause the Company to purchase and maintain insurance for the protection of any officer, director, employee, consultant or other agent of any other organization in which the Company owns an interest or of which the Company is a creditor against similar liabilities, whether or not the Company has the power to indemnify any such Person against such liabilities.

ARTICLE XI

ACCOUNTING; RECORDS AND REPORTS

SECTION 11.01 Fiscal Year. The fiscal year of the Company shall be the calendar year, or such other year as required by the Code.

SECTION 11.02 Keeping of Accounts and Records. At all times the Managers shall cause to be kept proper and complete books of account, in which shall be entered fully and

accurately the transactions of the Company. Such books of account, together with (i) an executed copy of this Agreement (and any amendments hereto); (ii) the Certificate of the Company (and any amendments thereto); (iii) executed copies of any powers of attorney pursuant to which any of the aforesaid documents has been executed; and (iv) financial statements of the Company for each of the prior three years, shall at all times be maintained at the location specified in Section 1.02 hereof.

SECTION 11.03 **Inspection Rights.** Until the liquidation of the Company has been completed, the Member may examine the Company's books, records, accounts and assets, including bank balances, and may make, or cause to be made, any audit thereof at the Company's expense.

SECTION 11.04 **Reports.** The Managers shall prepare and transmit to the Member at the Company's expense such financial and other reports as shall be determined from time to time by the Member.

ARTICLE XII

WAIVER AND AMENDMENT

SECTION 12.01 **Waiver and Amendment.** Except for any waiver or amendment of the provisions of Sections 2.5 and 10.01 through 10.03 hereof which would adversely affect any Manager (or any Affiliate of a Manager), the terms and provisions of this Agreement may be waived, modified, terminated or amended at any time by the sole Member. The sole Member shall not waive or amend any provision of Sections 2.05 or 10.01 through 10.03 hereof in such a manner as would adversely affect any Manager (or any Affiliate of a Manager) without the written consent of such Manager.

ARTICLE XIII

GENERAL PROVISIONS

SECTION 13.01 **Notices.** Except where otherwise specifically provided in this Agreement, all notices, requests, consents, approvals and statements shall be in writing and shall be deemed to have been properly given by (i) personal delivery, (ii) first class mail, postage prepaid, (iii) electronic facsimile transmission, or (iv) courier service, addressed in each case: if to the Company, at the address where the Company's books and records are maintained as specified in Section 1.02 hereof; if to a Manager, at such Manager's address set forth in Schedule A; and if to the Member, to the Member's address set forth in Schedule A, or, in each case, to such other address or addresses (and/or by e-mail or other manner of delivery) as the addressee may have specified by written notice as aforesaid.

SECTION 13.02 **Binding on Successors**. This Agreement shall be binding upon and inure to the benefit of the respective heirs, successors, assigns and legal representatives of the parties hereto.

SECTION 13.03 **Counterparts.** This Agreement or any amendment hereto may be signed in any number of counterparts, each of which shall be an original, but all of which taken together shall constitute one agreement (or amendment, as the case may be).

SECTION 13.04 **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware.

SECTION 13.05 **Construction.** Whenever the content of this Agreement permits, the masculine gender shall include the feminine and neuter genders, and reference to singular or plural shall be interchangeable with the other. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the other provisions, and this Agreement shall be construed and reformed in all respects as if any such invalid or unenforceable provision(s) were omitted in order to give effect to the intent and purposes of this Agreement. References in this Agreement to particular sections of the Code or the Delaware Act shall be deemed to refer to such sections or provisions of the Code or the Delaware Act (or any successor legislation) as they may be amended after the date of this Agreement.

ARTICLE XIV

CERTAIN DEFINITIONS

SECTION 14.01 **Certain Definitions**. For purposes of this Agreement, the following terms have the respective meanings set forth below:

"Affiliate " means, with respect to the Person to which it refers, a Person that either (i) directly or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with, such Person or (ii) is the successor or assign to such Person.

"Agreement" means this Limited Liability Company Agreement, as it may be subsequently amended or restated in accordance with its terms.

"Capital Contribution " means the aggregate amount of cash or other property contributed by the Member to the Company pursuant to this Agreement.

"Certificate " means the certificate of formation of the Company and any amendments or restatements thereof as filed with the Delaware Secretary of State under the Delaware Act.

"Code " means the United States Internal Revenue Code of 1986 and the rules and regulations promulgated thereunder, as amended from time to time, or any successor statute thereto.

"Delaware Act" means the Delaware Limited Liability Company Act, as amended from time to time.

"Distributable Cash " means all cash of the Company that the Managers determine is available for distribution to the Member after the payment or provision for payment by the Company of all expenses incurred by the Company and in collecting any amounts then owed to the Company and so attributable.

“Indemnitee “ shall have the meaning set forth in Section 10.01.

“Majority of the Managers” means (i) at least four of the Managers if there are then six Managers, (ii) at least three of the Managers if there are then five or four Managers, (iii) at least two of the Managers if there are then three Managers, and (ii) both of the Managers if there are then only two Managers.

“Manager” means each of the Persons then serving as a Manager of the Company in accordance to Section 2.01 hereof, in his capacity as a Manager of the LLC.

“Member” means Clean Harbors Disposal Services, Inc., a Delaware corporation.

“Net Profit” or “Net Loss “ means, with respect to any fiscal year, the sum of the Company’s: (a) net profit or loss as determined in accordance with the Code and the Regulations thereunder, and (b) any income exempt from federal income tax, after deduction of all expenses properly chargeable to the Company for such fiscal year (whether deductible or non-deductible and whether described in Section 705(a)(2)(B) of the Code, treated as so described pursuant to Treasury Regulations Section 1.704-1(b)(2)(iv)(i), or otherwise). For this purpose, Net Profit or Net Loss shall be determined in accordance with tax accounting principles rather than generally accepted accounting principles, and any expenses required to be capitalized and included in the Company’s adjusted tax basis in any asset or which reduce the amount realized by the Company on the disposition of any asset shall be disregarded.

“Officers” means the President, the Senior Vice President, the Treasurer, the Secretary, and any such other officers of the Company as shall be elected by a Majority of the Managers or the sole Member in accordance with Section 2.02(a) hereof.

“Person “ means any individual, general partnership, limited partnership, limited liability company, corporation, joint venture, trust, business trust, cooperative or association and the heirs, executors, administrators, legal representative, successors and assigns of such Person where the context so admits.

“Treasury Regulations” mean the Regulations promulgated by the United States Department of the Treasury under the Code, as amended.

IN WITNESS WHEREOF, the undersigned have executed this Limited Liability Company Agreement as of the effective date first above written.

MANAGERS:

/s/ Eric W. Gerstenberg
Eric W. Gerstenberg

/s/ Gene A. Cookson
Gene A. Cookson

/s/ Stephen H. Moynihan
Stephen H. Moynihan

/s/ Roger A. Koenecke
Roger A. Koenecke

/s/ Carl Paschetag
Carl Paschetag

/s/ William J. Geary
William J. Geary

MEMBER:

CLEAN HARBORS DISPOSAL SERVICES, INC.

By: /s/ Stephen H. Moynihan
Stephen H. Moynihan
Senior Vice President

CLEAN HARBORS CHATTANOOGA, LLC

SCHEDULE A

Name and Address

Managers:

Eric W. Gerstenberg
c/o Clean Harbors, Inc.
1501 Washington Street
Braintree, MA 02184

Gene A. Cookson
c/o Clean Harbors, Inc.
1501 Washington Street
Braintree, MA 02184

Stephen H. Moynihan
c/o Clean Harbors, Inc.
1501 Washington Street
Braintree, MA 02184

Roger A. Koenecke
c/o Clean Harbors, Inc.
1501 Washington Street
Braintree, MA 02184

Carl Paschetag
c/o Clean Harbors, Inc.
1501 Washington Street
Braintree, MA 02184

William J. Geary
c/o Clean Harbors, Inc.
1501 Washington Street
Braintree, MA 02184

Sole Member:

Clean Harbors Disposal Services, Inc.
1501 Washington Street
Braintree, MA 02184

Exhibit 3.20

Northeast Casualty Real Property, LLC

CERTIFICATE OF FORMATION

Pursuant to the provisions of Section 18-201 of the Limited Liability Company Act of the State of Delaware (the "Act"), the undersigned, being duly authorized, hereby certifies and states as follows:

1. Name of the Limited Liability Company. The name of the limited liability company formed hereby is Northeast Casualty Real Property, LLC (the "LLC").

2. Registered Agent and Office of the LLC. The name of the registered agent of the LLC in the State of Delaware is Capitol Corporate Services, Inc. and the registered office address of the registered agent for the purposes of Section 18-104 of the Act is 32 Loockerman Square, Suite 109, Dover, Kent County, Delaware 19901.

IN WITNESS WHEREOF, the undersigned hereby affirms that the facts stated herein are true, this 16th day of May, 2002.

/s/ C. Michael Malm
C. Michael Malm, Authorized Person

NORTHEAST CASUALTY REAL PROPERTY, LLC

CERTIFICATE OF AMENDMENT TO CERTIFICATE OF FORMATION

Pursuant to the provisions of Section 18-202 of the Limited Liability Company Act of the State of Delaware (the "Act"), the undersigned, being duly authorized, hereby certifies and states as follows:

1. Name of the Limited Liability Company. The name of the limited liability company formed hereby is Northeast Casualty Real Property, LLC (the "LLC").

2. The Amendment to the Certificate of Formation. The Certificate of Formation for the LLC, dated May 16, 2002, is hereby amended as follows:

The name of the limited liability company formed hereby is Clean Harbors Clive, LLC.

IN WITNESS WHEREOF, the undersigned hereby affirms that the facts stated herein are true, this 27th day of February, 2009.

/s/ James M. Rutledge
James M. Rutledge, Manager

NORTHEAST CASUALTY REAL PROPERTY, LLC

LIMITED LIABILITY COMPANY AGREEMENT

LIMITED LIABILITY COMPANY AGREEMENT effective as of May 1, 2002, by and among Eric W. Gerstenberg, Gene A. Cookson, Stephen H. Moynihan, Roger A. Koenecke, Carl Paschetag, and William J. Geary, as Managers; and Northeast Casualty Risk Retention Group, Inc., a Vermont corporation, as the sole Member. Certain capitalized terms used herein have the respective meanings set forth in Section 14.01 hereof.

ARTICLE I
CAPITAL CORPORATE SERVICES, INC.,
ORGANIZATION

SECTION 1.01 **Formation of the Company.** Northeast Casualty Real Property, LLC (the "Company") has been formed as a limited liability company under the Delaware Limited Liability Company Act *(6 Del. C § 18-101, et seq.)*, as amended from time to time (the "Delaware Act"), through the filing of the Certificate with the Delaware Secretary of State on the effective date of this Agreement. The parties hereto agree to conduct the business of the Company in accordance with the provisions of the Act and of this Agreement.

SECTION 1.02 **Name, Registered Office, and Maintenance of Books and Records.** The name of the Company is "Northeast Casualty Real Property, LLC." The initial address of the Company's registered office in Delaware is 32 Lookerman Square, Suite 109, Dover, Dent County, Delaware 19901, and its initial agent at such address for service of process is Capitol Corporate Services, Inc. The Company's books and records shall be maintained at c/o Clean Harbors, Inc., 1501 Washington Street, Braintree, Massachusetts 02184. A Majority of the Managers may change the location at which the Company's books and records shall be maintained to such other location within the United States as such Managers may determine at any time, upon written notice to the Member stating such new location. A Majority of the Managers may also change the Company's registered agent from time to time in their sole discretion.

SECTION 1.03 **Purposes.** The purposes and objectives of the Company are to own, lease, manage and/or operate a licensed hazardous waste facility, to provide environmental services, and to engage in any other lawful activities allowed to be conducted by a limited liability company.

SECTION 1.04 **Powers.** Subject to the terms of this Agreement, and consistent with the purposes stated in Section 1.03 hereof, the Company shall have the following powers: (i) to enter into all agreements and engage in all activities and transactions necessary or advisable to carry out the Company's purposes; and (ii) to have all other powers available to it as a limited liability company organized under the laws of the State of Delaware. Without limitation of the foregoing, the Company shall have the powers: to acquire and dispose of assets and other property; to act as a general partner, limited partner, manager and/or member of any other Person; negotiate, enter into, and modify agreements including, without limitation, partnership

agreements, limited liability company agreements, and leases or subleases of any real estate or personal property; to incur obligations for and in connection with its business; to borrow money and provide guarantees for the obligations of other Persons and, if required by any lender, as security therefor to mortgage, pledge and grant security interests in all or any part of the assets and other property owned by the Company; to repay, in whole or in part, refinance, consolidate, recast, increase, modify or extend any loans which may affect any of the assets and other property owned by the Company; and to execute any and all other documents and instruments and exercise all powers necessary or appropriate to carry out the business of the Company.

ARTICLE II

CONDUCT AND MANAGEMENT OF THE LLC

SECTION 2.01 **Managers.** Except as otherwise provided in this Agreement for actions which require or permit approval by the sole Member, the business of the Company shall be under the control of the Managers. The names and current addresses of the initial Managers are as described in Schedule A hereto. One or more substitute or additional Managers may be elected at any time in the future by the sole Member. Each of the original Managers and any such substitute or additional Managers shall serve as a Manager until either (i) his voluntary resignation as a Manager, or (ii) his removal as a Manager with or without cause at any time by a Majority of the Managers or the sole Member. The Managers shall not be required to make any Capital Contributions to the Company.

SECTION 2.02 **Officers.**

(a) In order to facilitate the day-to-day operation of the Company's business, the Company shall have the following Officers: a President, Senior Vice Presidents, a Treasurer and a Secretary, and any such additional Officers as a Majority of the Managers may from time to time deem appropriate. The President shall be a Manager, but none of the other Officers need be a Manager. Unless otherwise determined from time to time by a Majority of the Managers or by the sole Member, Eric W. Gerstenberg shall be the President, Steven H. Moynihan shall be a Senior Vice President and an Assistant Treasurer, Roger Koenecke shall be a Senior Vice President, Carl Paschetag shall be the Treasurer, William J. Geary shall be a Vice President and the Assistant Secretary, and C. Michael Malm shall be Secretary. Unless otherwise determined from time to time by a Majority of the Managers or the sole Member, the President shall be the chief executive officer of the LLC, the Treasurer shall be responsible for maintaining the funds and financial books and records of the LLC, and the Secretary shall be responsible for maintaining the records of actions (whether by written consent or meeting) of the Managers and of the sole Member and the other non-financial records of the LLC. Each of the Officers of the LLC may be removed (and his successors elected) at any time by a Majority of the Managers or the sole Member.

(b) Except as may otherwise be determined from time to time by a Majority of the Managers or the sole Member, the Managers hereby delegate to the President and any Senior Vice President then in office full authority to act on behalf of the LLC. Except as may otherwise be determined from time to time by a Majority of the Managers or the sole Member, each of the President and Senior Vice Presidents shall have, without further approval or consent of any of

the other Managers or the sole Member, full authority: to acquire and dispose of assets and other property on behalf of the LLC; to negotiate, enter into, execute or modify agreements on behalf of the LLC including, without limitation, partnership agreements, limited liability company agreements, and leases or subleases of any real estate or personal property; to incur obligations for and on behalf of the LLC for and in connection with its business; to borrow money and provide guarantees for the obligations of other Persons and, if required by any lender, as security therefor to mortgage, pledge and grant security interests in all or any part of the assets and other property owned by the Company; to repay, in whole or in part, refinance, consolidate, recast, increase, modify or extend any loans which may affect any of the assets and other property owned by the Company; and to execute any and all other documents and instruments and exercise all powers necessary or appropriate to carry out the business of the Company.

SECTION 2.03 Authorization.

(a) Every contract, agreement, and other instrument executed on behalf of the Company by any Manager, the President or any Senior Vice President, or by another Officer of the Company, if such execution is authorized by a Majority of the Managers, shall be conclusive evidence in favor of every person or entity relying thereon or claiming thereunder that at the time of the delivery thereof (i) the Company was in existence, (ii) this Agreement had not been terminated or canceled or amended in any manner so as to restrict such authority (except as shown in the Certificate or other instrument duly filed with the Secretary of State of the State of Delaware), and (iii) the execution and delivery of such instrument were duly authorized by the Managers and/or the sole Member to the extent required.

(b) Any person or entity dealing with the Company may always rely on a certificate signed by any Manager, the President, any Senior Vice President, the Secretary or an Assistant Secretary:

(i) as to who are the Managers, the Officers or the Member of the Company,

(ii) as to the existence or nonexistence of any fact or facts which (A) constitute conditions precedent to acts by the Company, or (B) are in any other manner germane to the affairs of the Company,

(iii) as to who is authorized to execute and deliver any instrument or document on behalf of the Company,

(iv) as to the authenticity of any copy of this Agreement and amendments thereto, or

(v) as to any act or failure to act by the Company, or as to any other matter whatsoever involving the Company or any Manager or Officer or Member of the Company.

SECTION 2.04 Actions by Managers or the Sole Member. Approval of any action by the Company which under the terms of this Agreement requires approval by a Majority of the Managers may be granted either by a written consent signed by a Majority of the Managers or by an affirmative vote of a Majority of the Managers at a meeting held for such purpose either with or without prior notice. Any Manager may participate in any such meeting by telephone if all

Managers participating in any such meeting shall be able to hear the other participating Managers. The participation of a Majority of the Managers shall constitute a quorum for all purposes. If any action is approved by a Majority of the Managers but any Manager shall not sign any written consent by which, or shall not participate in any meeting at which, such approval was granted, the Secretary of the Company shall promptly provide to such Manager following the date of such written consent or meeting a copy of such written consent or minutes of such meeting. Any action taken by the sole Member under the terms of this Agreement shall be by written consent of the sole Member.

SECTION 2.05 **Duty of Care.** The sole Member acknowledges that decisions concerning the Company's activities will involve the exercise of judgment and a risk of loss. The Managers, the Officers and their Affiliates shall not be liable to the Company or the Member for any loss suffered by the Company or the Member which arises out of any action or omission of a Manager, an Officer or any Affiliate of a Manager or an Officer, provided that (i) such Manager, Officer or Affiliate determined, in good faith, that such course of conduct was in, or not opposed to, the best interest of the Company or was otherwise permitted by this Agreement, and (ii) such course of conduct did not constitute gross negligence or willful malfeasance, a material breach of this Agreement, or an intentional violation of federal or state law by such Manager, Officer or Affiliate. The Managers, the Officers, and their Affiliates shall not be liable for the negligence, whether of omission or commission, dishonesty or bad faith of any employee, broker or other agent of the Company selected by the Managers or the Officers with reasonable care. Furthermore, the Managers, the Officers, and their Affiliates shall be entitled to indemnification by the Company to the extent provided in Article X hereof.

ARTICLE III

MEMBER

SECTION 3.01 **Name, Address, and Capital Contribution**. The name and current address of the sole Member are as described in Schedule A hereto. On and after the date of this Agreement, the Member shall make to the Company either in cash or in other tangible or intangible property such Capital Contributions as shall be determined by the Member. The Treasurer shall record the Member's Capital Contributions on the financial records of the Company.

SECTION 3.02 **Limited Liability.** In accordance with the Delaware Act, the liability of the Member to the Company and its creditors shall be limited to (i) any unpaid Capital Contribution which the Member has agreed to make to the Company; (ii) the amount of any distribution previously received from the Company which the Member may be required to return to the Company pursuant to Section 18-607(b) of the Delaware Act; and (iii) the unpaid balance of any other payments (if any) that the Member expressly is required, pursuant to this Agreement, to make to the Company.

SECTION 3.03 **No Control of Company**. Except as otherwise provided in this Agreement, the Member, in its capacity as such, shall not take part in the management or control of the affairs of the Company, or undertake any transactions on behalf of the Company, or have any power to sign for or otherwise to bind the Company.

SECTION 3.04 **Dissolution, Liquidation or Bankruptcy.** The dissolution, liquidation or bankruptcy of the Member shall not result in the termination of the Company, but the rights of the Member under this Agreement shall accrue to the Member's successors, estate or legal representatives. Except as expressly provided in this Agreement, no other event affecting the Member (including but not limited to insolvency) shall affect this Agreement.

ARTICLE IV

EXPENSES AND COMPENSATION

SECTION 4.01 **No Management Fee.** The Company shall not be obligated to pay to the Managers (or any Affiliate of the Managers) any management fee or similar compensation. However, the Managers shall be entitled to receive compensation from the Member and its Affiliates in the Managers' respective capacities as officers and employees of the Member and its Affiliates.

SECTION 4.02 **Expenses.** The Company shall be responsible for the payment from its own funds of all of the Company's expenses.

ARTICLE V

DISTRIBUTIONS

SECTION 5.01 **Amount, Timing and Form.** The Managers shall determine in their discretion the amount, timing and form of all distributions of Distributable Cash to be made by the Company to the sole Member.

ARTICLE VI

TAX ALLOCATIONS

SECTION 6.01 **Allocations of Net Profit or Net Loss.** As described in Articles II, III and V above, the sole Member shall be responsible for all Capital Contributions to the Company, and the Company shall make all distributions to the Member. All distributions of Net Profit or Net Loss by the Company will accordingly be made to the Member. The Company shall therefore be treated for U.S. federal income tax purposes as a "disregarded entity" of which all of the beneficial interests are held by the sole Member.

ARTICLE VII

DURATION OF THE COMPANY

SECTION 7.01 **Term of Company.** The term of the Company commenced on the filing of the Certificate with the Delaware Secretary of State and shall continue until the date on which the Company is dissolved as provided in Sections 7.02 or 7.03 or by operation of law.

SECTION 7.02 **Dissolution Upon Sale of Assets**. The Company shall be dissolved in the event of the sale or distribution by the Company of all or substantially all of the assets of the Company.

SECTION 7.03 **Dissolution by Written Consent of Member.** The sole Member may dissolve the Company at any time by written consent executed by the Member and a copy of which shall be provided to the Managers.

ARTICLE VIII

LIQUIDATION OF THE COMPANY

SECTION 8.01 **General Provisions.** Following the dissolution of the Company in accordance with Article VII hereof, the Company's assets shall be liquidated in an orderly manner. The Managers (or, at the Managers' election, another Person selected by a Majority of the Managers) shall be the liquidator to wind up the affairs of the Company pursuant to this Agreement.

SECTION 8.02 **Liquidating Distributions.** The liquidator shall pay or provide for the satisfaction of the Company's liabilities and obligations to creditors. Any Net Profit or Net Loss realized in connection with the liquidation of the Company shall be allocated to the Member pursuant to Article VI hereof, and the remaining assets of the Company shall then be distributed to the Member. In performing its duties, the liquidator is authorized to sell, exchange or otherwise dispose of the assets of the Company in such reasonable manner as the liquidator shall determine to be in the best interest of the Company and the Member.

SECTION 8.03 **Expenses of Liquidator.** The expenses incurred by the liquidator in connection with winding up the Company, and all other losses or liabilities of the Company incurred in accordance with the terms of this Agreement, shall be borne by the Company.

SECTION 8.04 **Duration of Liquidation.** A reasonable time shall be allowed for the winding up of the affairs of the Company in order to minimize any losses otherwise associated with such a winding up.

SECTION 8.05 **Duty of Care.** The liquidator shall not be liable to the Company or the Member for any loss attributable to any act or omission of the liquidator in good faith and in a manner such liquidator reasonably believed to be in, or not opposed to, the best interests of the Company in connection with the liquidation of the Company and distribution of its assets and provided that such act or omission did not constitute gross negligence, willful misconduct or a material breach of this Agreement. The liquidator may consult with counsel, investment banking firms, consultants and accountants with respect to liquidating the Company and distributing its assets and may act or omit to act in accordance with the advice of such counsel, investment banking firms, consultants or accountants, provided they shall have been selected with reasonable care.

SECTION 8.06 **No Liability for Return of Capital.** The liquidator(s), the Managers and their respective officers, directors, agents and Affiliates shall not be personally liable for the return of the Capital Contribution of the Member to the Company.

ARTICLE IX

TRANSFER OF INTERESTS

SECTION 9.01 Limitation on Transfer of Rights and Obligations of Managers. The Managers shall not assign, pledge, mortgage, hypothecate, sell or otherwise dispose of or encumber all or any part of their rights or obligations under this Agreement without the prior written consent of the Member.

SECTION 9.02 Transfer of Member Interests. Except as may otherwise be required to comply with applicable federal and state laws, the sole Member shall have the right to transfer all or any part of its interests in the Company by delivery to the Company of an assignment in writing duly executed by the Member.

ARTICLE X

INDEMNIFICATION

SECTION 10.01 General Provisions.

(a) Subject to the limitations set forth below in this Article X, each of the Managers, the Officers, the Affiliates of the Managers and the Officers, and the liquidator (if any), (each such Person being referred to hereafter as an "Indemnitee"), shall be indemnified by the Company (but only out of Company assets, including the proceeds of liability insurance) against any claim, demand, controversy, dispute, cost, loss, damage, expense (including attorneys' fees), judgment and/or liability incurred by or imposed upon the Indemnitee in connection with any action, suit or proceeding (including any proceeding before any administrative or legislative body or agency), to which the Indemnitee shall become a party or shall be threatened to become a party, by reason of the Indemnitee's being at the time the cause of action arose or thereafter, a Manager, an Officer, an Affiliate of a Manager or an Officer,, a liquidator (if any), or a director, officer, member, partner, employee, consultant or other agent of any other organization in which the Company owns an interest, which other organization the Indemnitee serves or has served as director, officer, manager, member, partner, employee, consultant or other agent at the request of the Company (whether or not the Indemnitee continues to serve in such capacity at the time such action, suit or proceeding is brought or threatened). Each Indemnitee may be entitled to such indemnification notwithstanding that the Company has sold, assigned, distributed or otherwise transferred its investment in such other organization prior to the time that such action, suit or proceeding is brought or threatened.

(b) The Indemnitee shall not be indemnified with respect to matters as to which the Indemnitee shall have been finally adjudicated in any such action, suit or proceeding (i) not to have acted in good faith and in the reasonable belief that the Indemnitee's action was in accordance with such Person's obligations to the Company or to have acted with gross negligence or a willful disregard of his duties, or in breach of his fiduciary obligations, or (ii) with respect to any criminal action or proceeding, not to have had cause to believe beyond any reasonable doubt the Indemnitee's conduct was criminal. In the event of settlement of any action, suit or proceeding brought or threatened, the indemnification provided for in this Article X shall

apply to all matters covered by the settlement except for matters as to which the Company is advised by counsel (who may be counsel regularly retained to represent the Company) that the Person seeking indemnification, in the opinion of such counsel, did not act in good faith or acted with gross negligence or a willful disregard of such Person's duties, or in breach of such Person's fiduciary obligations, or, with respect to any criminal action or proceeding, that the Person seeking indemnification had reasonable cause to believe such Person's conduct was criminal.

(c) The right of indemnification provided for in this Article X shall be in addition to any rights to which any Indemnitee may otherwise be entitled and shall inure to the benefit of the executors, administrators, personal representatives, successors or assigns of each such Indemnitee. Such Indemnitee shall first use reasonable efforts to pursue other readily available sources of indemnification before pursuing a claim for indemnification against the Company under this Article X.

SECTION 10.02 Advance Payment of Expenses. The Company shall pay the expenses incurred by an Indemnitee in defending a civil or criminal action, suit or proceeding, or in opposing any claim arising in connection with any potential or threatened civil or criminal action, suit or proceeding, in advance of the final disposition of such action, suit or proceeding, upon receipt of an undertaking by such Indemnitee satisfactory to the Managers to repay such payment if he shall be determined to be not entitled to indemnification therefor as provided herein; provided, however, that in such instance the Indemnitee is not commencing an action, suit, or proceeding against the Company, or defending an action, suit or proceeding commenced against the Indemnitee by the Company, or opposing a claim by the Company arising in connection with any such potential or threatened action, suit or proceeding.

SECTION 10.03 Insurance. At its election, the Managers may cause the Company to purchase and maintain insurance, at the expense of the Company and to the extent available, for the protection of the Managers, the Officers, the Affiliates of the Managers and the Officers, any liquidator, and the directors, officers, employees, consultants or other agents of any such Person, against any liability incurred by any such Person in any such capacity or arising out of his status as such, whether or not the Company has the power to indemnify such Person against such liability. The Managers may also cause the Company to purchase and maintain insurance for the protection of any officer, director, employee, consultant or other agent of any other organization in which the Company owns an interest or of which the Company is a creditor against similar liabilities, whether or not the Company has the power to indemnify any such Person against such liabilities.

ARTICLE XI

ACCOUNTING; RECORDS AND REPORTS

SECTION 11.01 Fiscal Year. The fiscal year of the Company shall be the calendar year, or such other year as required by the Code.

SECTION 11.02 Keeping of Accounts and Records. At all times the Managers shall cause to be kept proper and complete books of account, in which shall be entered fully and

accurately the transactions of the Company. Such books of account, together with (i) an executed copy of this Agreement (and any amendments hereto); (ii) the Certificate of the Company (and any amendments thereto); (iii) executed copies of any powers of attorney pursuant to which any of the aforesaid documents has been executed; and (iv) financial statements of the Company for each of the prior three years, shall at all times be maintained at the location specified in Section 1.02 hereof.

SECTION 11.03 **Inspection Rights.** Until the liquidation of the Company has been completed, the Member may examine the Company's books, records, accounts and assets, including bank balances, and may make, or cause to be made, any audit thereof at the Company's expense.

SECTION 11.04 **Reports.** The Managers shall prepare and transmit to the Member at the Company's expense such financial and other reports as shall be determined from time to time by the Member.

ARTICLE XII

WAIVER AND AMENDMENT

SECTION 12.01 **Waiver and Amendment.** Except for any waiver or amendment of the provisions of Sections 2.5 and 10.01 through 10.03 hereof which would adversely affect any Manager (or any Affiliate of a Manager), the terms and provisions of this Agreement may be waived, modified, terminated or amended at any time by the sole Member. The sole Member shall not waive or amend any provision of Sections 2.05 or 10.01 through 10.03 hereof in such a manner as would adversely affect any Manager (or any Affiliate of a Manager) without the written consent of such Manager.

ARTICLE XIII

GENERAL PROVISIONS

SECTION 13.01 **Notices.** Except where otherwise specifically provided in this Agreement, all notices, requests, consents, approvals and statements shall be in writing and shall be deemed to have been properly given by (i) personal delivery, (ii) first class mail, postage prepaid, (iii) electronic facsimile transmission, or (iv) courier service, addressed in each case: if to the Company, at the address where the Company's books and records are maintained as specified in Section 1.02 hereof; if to a Manager, at such Manager's address set forth in Schedule A; and if to the Member, to the Member's address set forth in Schedule A, or, in each case, to such other address or addresses (and/or by e-mail or other manner of delivery) as the addressee may have specified by written notice as aforesaid.

SECTION 13.02 **Binding on Successors**. This Agreement shall be binding upon and inure to the benefit of the respective heirs, successors, assigns and legal representatives of the parties hereto.

SECTION 13.03 **Counterparts.** This Agreement or any amendment hereto may be signed in any number of counterparts, each of which shall be an original, but all of which taken together shall constitute one agreement (or amendment, as the case may be).

SECTION 13.04 **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware.

SECTION 13.05 **Construction.** Whenever the content of this Agreement permits, the masculine gender shall include the feminine and neuter genders, and reference to singular or plural shall be interchangeable with the other. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the other provisions, and this Agreement shall be construed and reformed in all respects as if any such invalid or unenforceable provision(s) were omitted in order to give effect to the intent and purposes of this Agreement. References in this Agreement to particular sections of the Code or the Delaware Act shall be deemed to refer to such sections or provisions of the Code or the Delaware Act (or any successor legislation) as they may be amended after the date of this Agreement.

ARTICLE XIV

CERTAIN DEFINITIONS

SECTION 14.01 **Certain Definitions**. For purposes of this Agreement, the following terms have the respective meanings set forth below:

"Affiliate " means, with respect to the Person to which it refers, a Person that either (i) directly or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with, such Person or (ii) is the successor or assign to such Person.

"Agreement" means this Limited Liability Company Agreement, as it may be subsequently amended or restated in accordance with its terms.

"Capital Contribution " means the aggregate amount of cash or other property contributed by the Member to the Company pursuant to this Agreement.

"Certificate " means the certificate of formation of the Company and any amendments or restatements thereof as filed with the Delaware Secretary of State under the Delaware Act.

"Code " means the United States Internal Revenue Code of 1986 and the rules and regulations promulgated thereunder, as amended from time to time, or any successor statute thereto.

"Delaware Act" means the Delaware Limited Liability Company Act, as amended from time to time.

"Distributable Cash " means all cash of the Company that the Managers determine is available for distribution to the Member after the payment or provision for payment by the Company of all expenses incurred by the Company and in collecting any amounts then owed to the Company and so attributable.

"Indemnitee " shall have the meaning set forth in Section 10.01.

"Majority of the Managers" means (i) at least four of the Managers if there are then six Managers, (ii) at least three of the Managers if there are then five or four Managers, (iii) at least two of the Managers if there are then three Managers, and (ii) both of the Managers if there are then only two Managers.

"Manager" means each of the Persons then serving as a Manager of the Company in accordance to Section 2.01 hereof, in his capacity as a Manager of the LLC.

"Member" means Northeast Casualty Risk Retention Group, Inc., a Vermont corporation.

"Net Profit" or "Net Loss " means, with respect to any fiscal year, the sum of the Company's: (a) net profit or loss as determined in accordance with the Code and the Regulations thereunder, and (b) any income exempt from federal income tax, after deduction of all expenses properly chargeable to the Company for such fiscal year (whether deductible or non-deductible and whether described in Section 705(a)(2)(B) of the Code, treated as so described pursuant to Treasury Regulations Section 1.704-1(b)(2)(iv)(i), or otherwise). For this purpose, Net Profit or Net Loss shall be determined in accordance with tax accounting principles rather than generally accepted accounting principles, and any expenses required to be capitalized and included in the Company's adjusted tax basis in any asset or which reduce the amount realized by the Company on the disposition of any asset shall be disregarded.

"Officers" means the President, the Senior Vice President, the Treasurer, the Secretary, and any such other officers of the Company as shall be elected by a Majority of the Managers or the sole Member in accordance with Section 2.02(a) hereof.

"Person " means any individual, general partnership, limited partnership, limited liability company, corporation, joint venture, trust, business trust, cooperative or association and the heirs, executors, administrators, legal representative, successors and assigns of such Person where the context so admits.

"Treasury Regulations" mean the Regulations promulgated by the United States Department of the Treasury under the Code, as amended.

IN WITNESS WHEREOF, the undersigned have executed this Limited Liability Company Agreement as of the effective date first above written.

MANAGERS:

/s/ Eric W. Gerstenberg
Eric W. Gerstenberg

/s/ Gene A. Cookson
Gene A. Cookson

/s/ Stephen H. Moynihan
Stephen H. Moynihan

/s/ Roger A. Koenecke
Roger A. Koenecke

/s/ Carl Paschetag
Carl Paschetag

/s/ William J. Geary
William J. Geary

MEMBER:

NORTHEAST CASUALTY RISK RETENTION GROUP, INC.

By: /s/ Stephen H. Moynihan
Stephen H. Moynihan
Senior Vice President

NORTHEAST CASUALTY REAL PROPERTY, LLC

SCHEDULE A

Name and Address

Managers:

Eric W. Gerstenberg
c/o Clean Harbors, Inc.
1501 Washington Street
Braintree, MA 02184

Gene A. Cookson
c/o Clean Harbors, Inc.
1501 Washington Street
Braintree, MA 02184

Stephen H. Moynihan
c/o Clean Harbors, Inc.
1501 Washington Street
Braintree, MA 02184

Roger A. Koenecke
c/o Clean Harbors, Inc.
1501 Washington Street
Braintree, MA 02184

Carl Paschetag
c/o Clean Harbors, Inc.
1501 Washington Street
Braintree, MA 02184

William J. Geary
c/o Clean Harbors, Inc.
1501 Washington Street
Braintree, MA 02184

Sole Member:

Northeast Casualty Risk Retention Group, Inc.
1501 Washington Street
Braintree, MA 02184

NORTHEAST CASUALTY REAL PROPERTY, LLC

FIRST AMENDMENT TO THE LIMITED LIABILITY COMPANY AGREEMENT

THIS FIRST AMENDMENT TO THE LIMITED LIABILITY COMPANY AGREEMENT (this "Amendment") is executed on this 27th day of February, 2009 (the "Effective Date") and amends that certain Limited Liability Company Agreement (the "LLC Agreement") of Northeast Casualty Real Property, LLC (the "Company") dated May 1, 2002.

1. The first sentence of Section 1.02 of the LLC Agreement shall be deleted in its entirety and replaced with the following:

   "The name of the Company is Clean Harbors Clive, LLC."

2. The remainder of the LLC Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the sole Member of the Company has signed this Amendment, under seal, intending to be bound hereby.

SOLE MEMBER:

CLEAN HARBORS, INC.

By: /s/ James M. Rutledge
James M. Rutledge, Executive Vice President

Exhibit 3.21

Clean Harbors Coffeyville, LLC

CERTIFICATE OF FORMATION

Pursuant to the provisions of Section 18-201 of the Limited Liability Company Act of the State of Delaware (the "Act"), the undersigned, being duly authorized, hereby certifies and states as follows:

1. Name of the Limited Liability Company. The name of the limited liability company formed hereby is Clean Harbors Coffeyville, LLC (the "LLC").

2. Registered Agent and Office of the LLC. The name of the registered agent of the LLC in the State of Delaware is Capitol Corporate Services, Inc. and the registered office address of the registered agent for the purposes of Section 18-104 of the Act is 32 Loockerman Square, Suite 109, Dover, Kent County, Delaware 19901.

IN WITNESS WHEREOF, the undersigned hereby affirms that the facts stated herein are true, this 30th day of April, 2002.

/s/ C. Michael Malm
C. Michael Malm, Authorized Person

CLEAN HARBORS COFFEYVILLE, LLC

LIMITED LIABILITY COMPANY AGREEMENT

LIMITED LIABILITY COMPANY AGREEMENT effective as of May 1, 2002, by and among Eric W. Gerstenberg, Gene A. Cookson, Stephen H. Moynihan, Roger A. Koenecke, Carl Paschetag, and William J. Geary, as Managers; and Clean Harbors Disposal Services, Inc., a Delaware corporation, as the sole Member. Certain capitalized terms used herein have the respective meanings set forth in Section 14.01 hereof.

ARTICLE I
CAPITAL CORPORATE SERVICES, INC.,
ORGANIZATION

SECTION 1.01 Formation of the Company. Clean Harbors Coffeyville, LLC (the "Company") has been formed as a limited liability company under the Delaware Limited Liability Company Act *(6 Del. C § 18-101, et seq.)*, as amended from time to time (the "Delaware Act"), through the filing of the Certificate with the Delaware Secretary of State on the effective date of this Agreement. The parties hereto agree to conduct the business of the Company in accordance with the provisions of the Act and of this Agreement.

SECTION 1.02 Name, Registered Office, and Maintenance of Books and Records. The name of the Company is "Clean Harbors Coffeyville, LLC." The initial address of the Company's registered office in Delaware is 32 Lookerman Square, Suite 109, Dover, Dent County, Delaware 19901, and its initial agent at such address for service of process is Capitol Corporate Services, Inc. The Company's books and records shall be maintained at c/o Clean Harbors, Inc., 1501 Washington Street, Braintree, Massachusetts 02184. A Majority of the Managers may change the location at which the Company's books and records shall be maintained to such other location within the United States as such Managers may determine at any time, upon written notice to the Member stating such new location. A Majority of the Managers may also change the Company's registered agent from time to time in their sole discretion.

SECTION 1.03 Purposes. The purposes and objectives of the Company are to own, lease, manage and/or operate a licensed hazardous waste facility, to provide environmental services, and to engage in any other lawful activities allowed to be conducted by a limited liability company.

SECTION 1.04 Powers. Subject to the terms of this Agreement, and consistent with the purposes stated in Section 1.03 hereof, the Company shall have the following powers: (i) to enter into all agreements and engage in all activities and transactions necessary or advisable to carry out the Company's purposes; and (ii) to have all other powers available to it as a limited liability company organized under the laws of the State of Delaware. Without limitation of the foregoing, the Company shall have the powers: to acquire and dispose of assets and other property; to act as a general partner, limited partner, manager and/or member of any other Person; negotiate, enter into, and modify agreements including, without limitation, partnership

agreements, limited liability company agreements, and leases or subleases of any real estate or personal property; to incur obligations for and in connection with its business; to borrow money and provide guarantees for the obligations of other Persons and, if required by any lender, as security therefor to mortgage, pledge and grant security interests in all or any part of the assets and other property owned by the Company; to repay, in whole or in part, refinance, consolidate, recast, increase, modify or extend any loans which may affect any of the assets and other property owned by the Company; and to execute any and all other documents and instruments and exercise all powers necessary or appropriate to carry out the business of the Company.

ARTICLE II

CONDUCT AND MANAGEMENT OF THE LLC

SECTION 2.01 **Managers.** Except as otherwise provided in this Agreement for actions which require or permit approval by the sole Member, the business of the Company shall be under the control of the Managers. The names and current addresses of the initial Managers are as described in Schedule A hereto. One or more substitute or additional Managers may be elected at any time in the future by the sole Member. Each of the original Managers and any such substitute or additional Managers shall serve as a Manager until either (i) his voluntary resignation as a Manager, or (ii) his removal as a Manager with or without cause at any time by a Majority of the Managers or the sole Member. The Managers shall not be required to make any Capital Contributions to the Company.

SECTION 2.02 **Officers.**

(a) In order to facilitate the day-to-day operation of the Company's business, the Company shall have the following Officers: a President, Senior Vice Presidents, a Treasurer and a Secretary, and any such additional Officers as a Majority of the Managers may from time to time deem appropriate. The President shall be a Manager, but none of the other Officers need be a Manager. Unless otherwise determined from time to time by a Majority of the Managers or by the sole Member, Eric W. Gerstenberg shall be the President, Steven H. Moynihan shall be a Senior Vice President and an Assistant Treasurer, Roger Koenecke shall be a Senior Vice President, Carl Paschetag shall be the Treasurer, William J. Geary shall be a Vice President and the Assistant Secretary, and C. Michael Malm shall be Secretary. Unless otherwise determined from time to time by a Majority of the Managers or the sole Member, the President shall be the chief executive officer of the LLC, the Treasurer shall be responsible for maintaining the funds and financial books and records of the LLC, and the Secretary shall be responsible for maintaining the records of actions (whether by written consent or meeting) of the Managers and of the sole Member and the other non-financial records of the LLC. Each of the Officers of the LLC may be removed (and his successors elected) at any time by a Majority of the Managers or the sole Member.

(b) Except as may otherwise be determined from time to time by a Majority of the Managers or the sole Member, the Managers hereby delegate to the President and any Senior Vice President then in office full authority to act on behalf of the LLC. Except as may otherwise be determined from time to time by a Majority of the Managers or the sole Member, each of the President and Senior Vice Presidents shall have, without further approval or consent of any of

the other Managers or the sole Member, full authority: to acquire and dispose of assets and other property on behalf of the LLC; to negotiate, enter into, execute or modify agreements on behalf of the LLC including, without limitation, partnership agreements, limited liability company agreements, and leases or subleases of any real estate or personal property; to incur obligations for and on behalf of the LLC for and in connection with its business; to borrow money and provide guarantees for the obligations of other Persons and, if required by any lender, as security therefor to mortgage, pledge and grant security interests in all or any part of the assets and other property owned by the Company; to repay, in whole or in part, refinance, consolidate, recast, increase, modify or extend any loans which may affect any of the assets and other property owned by the Company; and to execute any and all other documents and instruments and exercise all powers necessary or appropriate to carry out the business of the Company.

SECTION 2.03 Authorization.

(a) Every contract, agreement, and other instrument executed on behalf of the Company by any Manager, the President or any Senior Vice President, or by another Officer of the Company, if such execution is authorized by a Majority of the Managers, shall be conclusive evidence in favor of every person or entity relying thereon or claiming thereunder that at the time of the delivery thereof (i) the Company was in existence, (ii) this Agreement had not been terminated or canceled or amended in any manner so as to restrict such authority (except as shown in the Certificate or other instrument duly filed with the Secretary of State of the State of Delaware), and (iii) the execution and delivery of such instrument were duly authorized by the Managers and/or the sole Member to the extent required.

(b) Any person or entity dealing with the Company may always rely on a certificate signed by any Manager, the President, any Senior Vice President, the Secretary or an Assistant Secretary:

(i) as to who are the Managers, the Officers or the Member of the Company,

(ii) as to the existence or nonexistence of any fact or facts which (A) constitute conditions precedent to acts by the Company, or (B) are in any other manner germane to the affairs of the Company,

(iii) as to who is authorized to execute and deliver any instrument or document on behalf of the Company,

(iv) as to the authenticity of any copy of this Agreement and amendments thereto, or

(v) as to any act or failure to act by the Company, or as to any other matter whatsoever involving the Company or any Manager or Officer or Member of the Company.

SECTION 2.04 Actions by Managers or the Sole Member. Approval of any action by the Company which under the terms of this Agreement requires approval by a Majority of the Managers may be granted either by a written consent signed by a Majority of the Managers or by an affirmative vote of a Majority of the Managers at a meeting held for such purpose either with or without prior notice. Any Manager may participate in any such meeting by telephone if all

Managers participating in any such meeting shall be able to hear the other participating Managers. The participation of a Majority of the Managers shall constitute a quorum for all purposes. If any action is approved by a Majority of the Managers but any Manager shall not sign any written consent by which, or shall not participate in any meeting at which, such approval was granted, the Secretary of the Company shall promptly provide to such Manager following the date of such written consent or meeting a copy of such written consent or minutes of such meeting. Any action taken by the sole Member under the terms of this Agreement shall be by written consent of the sole Member.

SECTION 2.05 **Duty of Care.** The sole Member acknowledges that decisions concerning the Company's activities will involve the exercise of judgment and a risk of loss. The Managers, the Officers and their Affiliates shall not be liable to the Company or the Member for any loss suffered by the Company or the Member which arises out of any action or omission of a Manager, an Officer or any Affiliate of a Manager or an Officer, provided that (i) such Manager, Officer or Affiliate determined, in good faith, that such course of conduct was in, or not opposed to, the best interest of the Company or was otherwise permitted by this Agreement, and (ii) such course of conduct did not constitute gross negligence or willful malfeasance, a material breach of this Agreement, or an intentional violation of federal or state law by such Manager, Officer or Affiliate. The Managers, the Officers, and their Affiliates shall not be liable for the negligence, whether of omission or commission, dishonesty or bad faith of any employee, broker or other agent of the Company selected by the Managers or the Officers with reasonable care. Furthermore, the Managers, the Officers, and their Affiliates shall be entitled to indemnification by the Company to the extent provided in Article X hereof.

ARTICLE III

MEMBER

SECTION 3.01 **Name, Address, and Capital Contribution**. The name and current address of the sole Member are as described in Schedule A hereto. On and after the date of this Agreement, the Member shall make to the Company either in cash or in other tangible or intangible property such Capital Contributions as shall be determined by the Member. The Treasurer shall record the Member's Capital Contributions on the financial records of the Company.

SECTION 3.02 **Limited Liability.** In accordance with the Delaware Act, the liability of the Member to the Company and its creditors shall be limited to (i) any unpaid Capital Contribution which the Member has agreed to make to the Company; (ii) the amount of any distribution previously received from the Company which the Member may be required to return to the Company pursuant to Section 18-607(b) of the Delaware Act; and (iii) the unpaid balance of any other payments (if any) that the Member expressly is required, pursuant to this Agreement, to make to the Company.

SECTION 3.03 **No Control of Company**. Except as otherwise provided in this Agreement, the Member, in its capacity as such, shall not take part in the management or control of the affairs of the Company, or undertake any transactions on behalf of the Company, or have any power to sign for or otherwise to bind the Company.

SECTION 3.04 Dissolution, Liquidation or Bankruptcy. The dissolution, liquidation or bankruptcy of the Member shall not result in the termination of the Company, but the rights of the Member under this Agreement shall accrue to the Member's successors, estate or legal representatives. Except as expressly provided in this Agreement, no other event affecting the Member (including but not limited to insolvency) shall affect this Agreement.

ARTICLE IV

EXPENSES AND COMPENSATION

SECTION 4.01 No Management Fee. The Company shall not be obligated to pay to the Managers (or any Affiliate of the Managers) any management fee or similar compensation. However, the Managers shall be entitled to receive compensation from the Member and its Affiliates in the Managers' respective capacities as officers and employees of the Member and its Affiliates.

SECTION 4.02 Expenses. The Company shall be responsible for the payment from its own funds of all of the Company's expenses.

ARTICLE V

DISTRIBUTIONS

SECTION 5.01 Amount, Timing and Form. The Managers shall determine in their discretion the amount, timing and form of all distributions of Distributable Cash to be made by the Company to the sole Member.

ARTICLE VI

TAX ALLOCATIONS

SECTION 6.01 Allocations of Net Profit or Net Loss. As described in Articles II, III and V above, the sole Member shall be responsible for all Capital Contributions to the Company, and the Company shall make all distributions to the Member. All distributions of Net Profit or Net Loss by the Company will accordingly be made to the Member. The Company shall therefore be treated for U.S. federal income tax purposes as a "disregarded entity" of which all of the beneficial interests are held by the sole Member.

ARTICLE VII

DURATION OF THE COMPANY

SECTION 7.01 Term of Company. The term of the Company commenced on the filing of the Certificate with the Delaware Secretary of State and shall continue until the date on which the Company is dissolved as provided in Sections 7.02 or 7.03 or by operation of law.

SECTION 7.02 **Dissolution Upon Sale of Assets**. The Company shall be dissolved in the event of the sale or distribution by the Company of all or substantially all of the assets of the Company.

SECTION 7.03 **Dissolution by Written Consent of Member.** The sole Member may dissolve the Company at any time by written consent executed by the Member and a copy of which shall be provided to the Managers.

ARTICLE VIII

LIQUIDATION OF THE COMPANY

SECTION 8.01 **General Provisions.** Following the dissolution of the Company in accordance with Article VII hereof, the Company's assets shall be liquidated in an orderly manner. The Managers (or, at the Managers' election, another Person selected by a Majority of the Managers) shall be the liquidator to wind up the affairs of the Company pursuant to this Agreement.

SECTION 8.02 **Liquidating Distributions.** The liquidator shall pay or provide for the satisfaction of the Company's liabilities and obligations to creditors. Any Net Profit or Net Loss realized in connection with the liquidation of the Company shall be allocated to the Member pursuant to Article VI hereof, and the remaining assets of the Company shall then be distributed to the Member. In performing its duties, the liquidator is authorized to sell, exchange or otherwise dispose of the assets of the Company in such reasonable manner as the liquidator shall determine to be in the best interest of the Company and the Member.

SECTION 8.03 **Expenses of Liquidator.** The expenses incurred by the liquidator in connection with winding up the Company, and all other losses or liabilities of the Company incurred in accordance with the terms of this Agreement, shall be borne by the Company.

SECTION 8.04 **Duration of Liquidation.** A reasonable time shall be allowed for the winding up of the affairs of the Company in order to minimize any losses otherwise associated with such a winding up.

SECTION 8.05 **Duty of Care.** The liquidator shall not be liable to the Company or the Member for any loss attributable to any act or omission of the liquidator in good faith and in a manner such liquidator reasonably believed to be in, or not opposed to, the best interests of the Company in connection with the liquidation of the Company and distribution of its assets and provided that such act or omission did not constitute gross negligence, willful misconduct or a material breach of this Agreement. The liquidator may consult with counsel, investment banking firms, consultants and accountants with respect to liquidating the Company and distributing its assets and may act or omit to act in accordance with the advice of such counsel, investment banking firms, consultants or accountants, provided they shall have been selected with reasonable care.

SECTION 8.06 **No Liability for Return of Capital.** The liquidator(s), the Managers and their respective officers, directors, agents and Affiliates shall not be personally liable for the return of the Capital Contribution of the Member to the Company.

ARTICLE IX

TRANSFER OF INTERESTS

SECTION 9.01 Limitation on Transfer of Rights and Obligations of Managers. The Managers shall not assign, pledge, mortgage, hypothecate, sell or otherwise dispose of or encumber all or any part of their rights or obligations under this Agreement without the prior written consent of the Member.

SECTION 9.02 Transfer of Member Interests. Except as may otherwise be required to comply with applicable federal and state laws, the sole Member shall have the right to transfer all or any part of its interests in the Company by delivery to the Company of an assignment in writing duly executed by the Member.

ARTICLE X

INDEMNIFICATION

SECTION 10.01 General Provisions.

(a) Subject to the limitations set forth below in this Article X, each of the Managers, the Officers, the Affiliates of the Managers and the Officers, and the liquidator (if any), (each such Person being referred to hereafter as an "Indemnitee"), shall be indemnified by the Company (but only out of Company assets, including the proceeds of liability insurance) against any claim, demand, controversy, dispute, cost, loss, damage, expense (including attorneys' fees), judgment and/or liability incurred by or imposed upon the Indemnitee in connection with any action, suit or proceeding (including any proceeding before any administrative or legislative body or agency), to which the Indemnitee shall become a party or shall be threatened to become a party, by reason of the Indemnitee's being at the time the cause of action arose or thereafter, a Manager, an Officer, an Affiliate of a Manager or an Officer,, a liquidator (if any), or a director, officer, member, partner, employee, consultant or other agent of any other organization in which the Company owns an interest, which other organization the Indemnitee serves or has served as director, officer, manager, member, partner, employee, consultant or other agent at the request of the Company (whether or not the Indemnitee continues to serve in such capacity at the time such action, suit or proceeding is brought or threatened). Each Indemnitee may be entitled to such indemnification notwithstanding that the Company has sold, assigned, distributed or otherwise transferred its investment in such other organization prior to the time that such action, suit or proceeding is brought or threatened.

(b) The Indemnitee shall not be indemnified with respect to matters as to which the Indemnitee shall have been finally adjudicated in any such action, suit or proceeding (i) not to have acted in good faith and in the reasonable belief that the Indemnitee's action was in accordance with such Person's obligations to the Company or to have acted with gross negligence or a willful disregard of his duties, or in breach of his fiduciary obligations, or (ii) with respect to any criminal action or proceeding, not to have had cause to believe beyond any reasonable doubt the Indemnitee's conduct was criminal. In the event of settlement of any action, suit or proceeding brought or threatened, the indemnification provided for in this Article X shall

apply to all matters covered by the settlement except for matters as to which the Company is advised by counsel (who may be counsel regularly retained to represent the Company) that the Person seeking indemnification, in the opinion of such counsel, did not act in good faith or acted with gross negligence or a willful disregard of such Person's duties, or in breach of such Person's fiduciary obligations, or, with respect to any criminal action or proceeding, that the Person seeking indemnification had reasonable cause to believe such Person's conduct was criminal.

(c) The right of indemnification provided for in this Article X shall be in addition to any rights to which any Indemnitee may otherwise be entitled and shall inure to the benefit of the executors, administrators, personal representatives, successors or assigns of each such Indemnitee. Such Indemnitee shall first use reasonable efforts to pursue other readily available sources of indemnification before pursuing a claim for indemnification against the Company under this Article X.

SECTION 10.02 Advance Payment of Expenses. The Company shall pay the expenses incurred by an Indemnitee in defending a civil or criminal action, suit or proceeding, or in opposing any claim arising in connection with any potential or threatened civil or criminal action, suit or proceeding, in advance of the final disposition of such action, suit or proceeding, upon receipt of an undertaking by such Indemnitee satisfactory to the Managers to repay such payment if he shall be determined to be not entitled to indemnification therefor as provided herein; provided, however, that in such instance the Indemnitee is not commencing an action, suit, or proceeding against the Company, or defending an action, suit or proceeding commenced against the Indemnitee by the Company, or opposing a claim by the Company arising in connection with any such potential or threatened action, suit or proceeding.

SECTION 10.03 Insurance. At its election, the Managers may cause the Company to purchase and maintain insurance, at the expense of the Company and to the extent available, for the protection of the Managers, the Officers, the Affiliates of the Managers and the Officers, any liquidator, and the directors, officers, employees, consultants or other agents of any such Person, against any liability incurred by any such Person in any such capacity or arising out of his status as such, whether or not the Company has the power to indemnify such Person against such liability. The Managers may also cause the Company to purchase and maintain insurance for the protection of any officer, director, employee, consultant or other agent of any other organization in which the Company owns an interest or of which the Company is a creditor against similar liabilities, whether or not the Company has the power to indemnify any such Person against such liabilities.

ARTICLE XI

ACCOUNTING; RECORDS AND REPORTS

SECTION 11.01 Fiscal Year. The fiscal year of the Company shall be the calendar year, or such other year as required by the Code.

SECTION 11.02 Keeping of Accounts and Records. At all times the Managers shall cause to be kept proper and complete books of account, in which shall be entered fully and

accurately the transactions of the Company. Such books of account, together with (i) an executed copy of this Agreement (and any amendments hereto); (ii) the Certificate of the Company (and any amendments thereto); (iii) executed copies of any powers of attorney pursuant to which any of the aforesaid documents has been executed; and (iv) financial statements of the Company for each of the prior three years, shall at all times be maintained at the location specified in Section 1.02 hereof.

SECTION 11.03 **Inspection Rights.** Until the liquidation of the Company has been completed, the Member may examine the Company's books, records, accounts and assets, including bank balances, and may make, or cause to be made, any audit thereof at the Company's expense.

SECTION 11.04 **Reports.** The Managers shall prepare and transmit to the Member at the Company's expense such financial and other reports as shall be determined from time to time by the Member.

ARTICLE XII

WAIVER AND AMENDMENT

SECTION 12.01 **Waiver and Amendment.** Except for any waiver or amendment of the provisions of Sections 2.5 and 10.01 through 10.03 hereof which would adversely affect any Manager (or any Affiliate of a Manager), the terms and provisions of this Agreement may be waived, modified, terminated or amended at any time by the sole Member. The sole Member shall not waive or amend any provision of Sections 2.05 or 10.01 through 10.03 hereof in such a manner as would adversely affect any Manager (or any Affiliate of a Manager) without the written consent of such Manager.

ARTICLE XIII

GENERAL PROVISIONS

SECTION 13.01 **Notices.** Except where otherwise specifically provided in this Agreement, all notices, requests, consents, approvals and statements shall be in writing and shall be deemed to have been properly given by (i) personal delivery, (ii) first class mail, postage prepaid, (iii) electronic facsimile transmission, or (iv) courier service, addressed in each case: if to the Company, at the address where the Company's books and records are maintained as specified in Section 1.02 hereof; if to a Manager, at such Manager's address set forth in Schedule A; and if to the Member, to the Member's address set forth in Schedule A, or, in each case, to such other address or addresses (and/or by e-mail or other manner of delivery) as the addressee may have specified by written notice as aforesaid.

SECTION 13.02 **Binding on Successors**. This Agreement shall be binding upon and inure to the benefit of the respective heirs, successors, assigns and legal representatives of the parties hereto.

SECTION 13.03 **Counterparts.** This Agreement or any amendment hereto may be signed in any number of counterparts, each of which shall be an original, but all of which taken together shall constitute one agreement (or amendment, as the case may be).

SECTION 13.04 **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware.

SECTION 13.05 **Construction.** Whenever the content of this Agreement permits, the masculine gender shall include the feminine and neuter genders, and reference to singular or plural shall be interchangeable with the other. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the other provisions, and this Agreement shall be construed and reformed in all respects as if any such invalid or unenforceable provision(s) were omitted in order to give effect to the intent and purposes of this Agreement. References in this Agreement to particular sections of the Code or the Delaware Act shall be deemed to refer to such sections or provisions of the Code or the Delaware Act (or any successor legislation) as they may be amended after the date of this Agreement.

ARTICLE XIV

CERTAIN DEFINITIONS

SECTION 14.01 **Certain Definitions**. For purposes of this Agreement, the following terms have the respective meanings set forth below:

"Affiliate " means, with respect to the Person to which it refers, a Person that either (i) directly or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with, such Person or (ii) is the successor or assign to such Person.

"Agreement" means this Limited Liability Company Agreement, as it may be subsequently amended or restated in accordance with its terms.

"Capital Contribution " means the aggregate amount of cash or other property contributed by the Member to the Company pursuant to this Agreement.

"Certificate " means the certificate of formation of the Company and any amendments or restatements thereof as filed with the Delaware Secretary of State under the Delaware Act.

"Code " means the United States Internal Revenue Code of 1986 and the rules and regulations promulgated thereunder, as amended from time to time, or any successor statute thereto.

"Delaware Act" means the Delaware Limited Liability Company Act, as amended from time to time.

"Distributable Cash " means all cash of the Company that the Managers determine is available for distribution to the Member after the payment or provision for payment by the Company of all expenses incurred by the Company and in collecting any amounts then owed to the Company and so

attributable.

“Indemnitee “ shall have the meaning set forth in Section 10.01.

“Majority of the Managers” means (i) at least four of the Managers if there are then six Managers, (ii) at least three of the Managers if there are then five or four Managers, (iii) at least two of the Managers if there are then three Managers, and (ii) both of the Managers if there are then only two Managers.

“Manager” means each of the Persons then serving as a Manager of the Company in accordance to Section 2.01 hereof, in his capacity as a Manager of the LLC.

“Member” means Clean Harbors Disposal Services, Inc., a Delaware corporation.

“Net Profit” or “Net Loss “ means, with respect to any fiscal year, the sum of the Company’s: (a) net profit or loss as determined in accordance with the Code and the Regulations thereunder, and (b) any income exempt from federal income tax, after deduction of all expenses properly chargeable to the Company for such fiscal year (whether deductible or non-deductible and whether described in Section 705(a)(2)(B) of the Code, treated as so described pursuant to Treasury Regulations Section 1.704-1(b)(2)(iv)(i), or otherwise). For this purpose, Net Profit or Net Loss shall be determined in accordance with tax accounting principles rather than generally accepted accounting principles, and any expenses required to be capitalized and included in the Company’s adjusted tax basis in any asset or which reduce the amount realized by the Company on the disposition of any asset shall be disregarded.

“Officers” means the President, the Senior Vice President, the Treasurer, the Secretary, and any such other officers of the Company as shall be elected by a Majority of the Managers or the sole Member in accordance with Section 2.02(a) hereof.

“Person “ means any individual, general partnership, limited partnership, limited liability company, corporation, joint venture, trust, business trust, cooperative or association and the heirs, executors, administrators, legal representative, successors and assigns of such Person where the context so admits.

“Treasury Regulations” mean the Regulations promulgated by the United States Department of the Treasury under the Code, as amended.

IN WITNESS WHEREOF, the undersigned have executed this Limited Liability Company Agreement as of the effective date first above written.

MANAGERS:

/s/ Eric W. Gerstenberg
Eric W. Gerstenberg

/s/ Gene A. Cookson
Gene A. Cookson

/s/ Stephen H. Moynihan
Stephen H. Moynihan

/s/ Roger A. Koenecke
Roger A. Koenecke

/s/ Carl Paschetag
Carl Paschetag

/s/ William J. Geary
William J. Geary

MEMBER:

CLEAN HARBORS DISPOSAL SERVICES, INC.

By: /s/ Stephen H. Moynihan
Stephen H. Moynihan
Senior Vice President

CLEAN HARBORS COFFEYVILLE, LLC

SCHEDULE A

Name and Address

Managers:

Eric W. Gerstenberg
c/o Clean Harbors, Inc.
1501 Washington Street
Braintree, MA 02184

Gene A. Cookson
c/o Clean Harbors, Inc.
1501 Washington Street
Braintree, MA 02184

Stephen H. Moynihan
c/o Clean Harbors, Inc.
1501 Washington Street
Braintree, MA 02184

Roger A. Koenecke
c/o Clean Harbors, Inc.
1501 Washington Street
Braintree, MA 02184

Carl Paschetag
c/o Clean Harbors, Inc.
1501 Washington Street
Braintree, MA 02184

William J. Geary
c/o Clean Harbors, Inc.
1501 Washington Street
Braintree, MA 02184

Sole Member:

Clean Harbors Disposal Services, Inc.
1501 Washington Street
Braintree, MA 02184

Exhibit 3.22

Clean Harbors Colfax, LLC

CERTIFICATE OF FORMATION

Pursuant to the provisions of Section 18-201 of the Limited Liability Company Act of the State of Delaware (the "Act"), the undersigned, being duly authorized, hereby certifies and states as follows:

1. Name of the Limited Liability Company. The name of the limited liability company formed hereby is Clean Harbors Colfax, LLC (the "LLC").

2. Registered Agent and Office of the LLC. The name of the registered agent of the LLC in the State of Delaware is Capitol Corporate Services, Inc. and the registered office address of the registered agent for the purposes of Section 18-104 of the Act is 32 Loockerman Square, Suite 109, Dover, Kent County, Delaware 19901.

IN WITNESS WHEREOF, the undersigned hereby affirms that the facts stated herein are true, this 30th day of April, 2002.

/s/ C. Michael Malm
C. Michael Malm, Authorized Person

CLEAN HARBORS COLFAX, LLC

LIMITED LIABILITY COMPANY AGREEMENT

LIMITED LIABILITY COMPANY AGREEMENT effective as of May 1, 2002, by and among Eric W. Gerstenberg, Gene A. Cookson, Stephen H. Moynihan, Roger A. Koenecke, Carl Paschetag, and William J. Geary, as Managers; and Clean Harbors Disposal Services, Inc., a Delaware corporation, as the sole Member. Certain capitalized terms used herein have the respective meanings set forth in Section 14.01 hereof.

ARTICLE I
CAPITAL CORPORATE SERVICES, INC.,
ORGANIZATION

SECTION 1.01 Formation of the Company. Clean Harbors Colfax, LLC (the "Company") has been formed as a limited liability company under the Delaware Limited Liability Company Act *(6 Del. C § 18-101, et seq.)*, as amended from time to time (the "Delaware Act"), through the filing of the Certificate with the Delaware Secretary of State on the effective date of this Agreement. The parties hereto agree to conduct the business of the Company in accordance with the provisions of the Act and of this Agreement.

SECTION 1.02 Name, Registered Office, and Maintenance of Books and Records. The name of the Company is "Clean Harbors Colfax, LLC." The initial address of the Company's registered office in Delaware is 32 Lookerman Square, Suite 109, Dover, Dent County, Delaware 19901, and its initial agent at such address for service of process is Capitol Corporate Services, Inc. The Company's books and records shall be maintained at c/o Clean Harbors, Inc., 1501 Washington Street, Braintree, Massachusetts 02184. A Majority of the Managers may change the location at which the Company's books and records shall be maintained to such other location within the United States as such Managers may determine at any time, upon written notice to the Member stating such new location. A Majority of the Managers may also change the Company's registered agent from time to time in their sole discretion.

SECTION 1.03 Purposes. The purposes and objectives of the Company are to own, lease, manage and/or operate a licensed hazardous waste facility, to provide environmental services, and to engage in any other lawful activities allowed to be conducted by a limited liability company.

SECTION 1.04 Powers. Subject to the terms of this Agreement, and consistent with the purposes stated in Section 1.03 hereof, the Company shall have the following powers: (i) to enter into all agreements and engage in all activities and transactions necessary or advisable to carry out the Company's purposes; and (ii) to have all other powers available to it as a limited liability company organized under the laws of the State of Delaware. Without limitation of the foregoing, the Company shall have the powers: to acquire and dispose of assets and other property; to act as a general partner, limited partner, manager and/or member of any other Person; negotiate, enter into, and modify agreements including, without limitation, partnership

agreements, limited liability company agreements, and leases or subleases of any real estate or personal property; to incur obligations for and in connection with its business; to borrow money and provide guarantees for the obligations of other Persons and, if required by any lender, as security therefor to mortgage, pledge and grant security interests in all or any part of the assets and other property owned by the Company; to repay, in whole or in part, refinance, consolidate, recast, increase, modify or extend any loans which may affect any of the assets and other property owned by the Company; and to execute any and all other documents and instruments and exercise all powers necessary or appropriate to carry out the business of the Company.

ARTICLE II

CONDUCT AND MANAGEMENT OF THE LLC

SECTION 2.01 Managers. Except as otherwise provided in this Agreement for actions which require or permit approval by the sole Member, the business of the Company shall be under the control of the Managers. The names and current addresses of the initial Managers are as described in Schedule A hereto. One or more substitute or additional Managers may be elected at any time in the future by the sole Member. Each of the original Managers and any such substitute or additional Managers shall serve as a Manager until either (i) his voluntary resignation as a Manager, or (ii) his removal as a Manager with or without cause at any time by a Majority of the Managers or the sole Member. The Managers shall not be required to make any Capital Contributions to the Company.

SECTION 2.02 Officers.

(a) In order to facilitate the day-to-day operation of the Company's business, the Company shall have the following Officers: a President, Senior Vice Presidents, a Treasurer and a Secretary, and any such additional Officers as a Majority of the Managers may from time to time deem appropriate. The President shall be a Manager, but none of the other Officers need be a Manager. Unless otherwise determined from time to time by a Majority of the Managers or by the sole Member, Eric W. Gerstenberg shall be the President, Steven H. Moynihan shall be a Senior Vice President and an Assistant Treasurer, Roger Koenecke shall be a Senior Vice President, Carl Paschetag shall be the Treasurer, William J. Geary shall be a Vice President and the Assistant Secretary, and C. Michael Malm shall be Secretary. Unless otherwise determined from time to time by a Majority of the Managers or the sole Member, the President shall be the chief executive officer of the LLC, the Treasurer shall be responsible for maintaining the funds and financial books and records of the LLC, and the Secretary shall be responsible for maintaining the records of actions (whether by written consent or meeting) of the Managers and of the sole Member and the other non-financial records of the LLC. Each of the Officers of the LLC may be removed (and his successors elected) at any time by a Majority of the Managers or the sole Member.

(b) Except as may otherwise be determined from time to time by a Majority of the Managers or the sole Member, the Managers hereby delegate to the President and any Senior Vice President then in office full authority to act on behalf of the LLC. Except as may otherwise be determined from time to time by a Majority of the Managers or the sole Member, each of the President and Senior Vice Presidents shall have, without further approval or consent of any of

the other Managers or the sole Member, full authority: to acquire and dispose of assets and other property on behalf of the LLC; to negotiate, enter into, execute or modify agreements on behalf of the LLC including, without limitation, partnership agreements, limited liability company agreements, and leases or subleases of any real estate or personal property; to incur obligations for and on behalf of the LLC for and in connection with its business; to borrow money and provide guarantees for the obligations of other Persons and, if required by any lender, as security therefor to mortgage, pledge and grant security interests in all or any part of the assets and other property owned by the Company; to repay, in whole or in part, refinance, consolidate, recast, increase, modify or extend any loans which may affect any of the assets and other property owned by the Company; and to execute any and all other documents and instruments and exercise all powers necessary or appropriate to carry out the business of the Company.

SECTION 2.03 Authorization.

(a) Every contract, agreement, and other instrument executed on behalf of the Company by any Manager, the President or any Senior Vice President, or by another Officer of the Company, if such execution is authorized by a Majority of the Managers, shall be conclusive evidence in favor of every person or entity relying thereon or claiming thereunder that at the time of the delivery thereof (i) the Company was in existence, (ii) this Agreement had not been terminated or canceled or amended in any manner so as to restrict such authority (except as shown in the Certificate or other instrument duly filed with the Secretary of State of the State of Delaware), and (iii) the execution and delivery of such instrument were duly authorized by the Managers and/or the sole Member to the extent required.

(b) Any person or entity dealing with the Company may always rely on a certificate signed by any Manager, the President, any Senior Vice President, the Secretary or an Assistant Secretary:

(i) as to who are the Managers, the Officers or the Member of the Company,

(ii) as to the existence or nonexistence of any fact or facts which (A) constitute conditions precedent to acts by the Company, or (B) are in any other manner germane to the affairs of the Company,

(iii) as to who is authorized to execute and deliver any instrument or document on behalf of the Company,

(iv) as to the authenticity of any copy of this Agreement and amendments thereto, or

(v) as to any act or failure to act by the Company, or as to any other matter whatsoever involving the Company or any Manager or Officer or Member of the Company.

SECTION 2.04 Actions by Managers or the Sole Member. Approval of any action by the Company which under the terms of this Agreement requires approval by a Majority of the Managers may be granted either by a written consent signed by a Majority of the Managers or by an affirmative vote of a Majority of the Managers at a meeting held for such purpose either with or without prior notice. Any Manager may participate in any such meeting by telephone if all

Managers participating in any such meeting shall be able to hear the other participating Managers. The participation of a Majority of the Managers shall constitute a quorum for all purposes. If any action is approved by a Majority of the Managers but any Manager shall not sign any written consent by which, or shall not participate in any meeting at which, such approval was granted, the Secretary of the Company shall promptly provide to such Manager following the date of such written consent or meeting a copy of such written consent or minutes of such meeting. Any action taken by the sole Member under the terms of this Agreement shall be by written consent of the sole Member.

SECTION 2.05 **Duty of Care.** The sole Member acknowledges that decisions concerning the Company's activities will involve the exercise of judgment and a risk of loss. The Managers, the Officers and their Affiliates shall not be liable to the Company or the Member for any loss suffered by the Company or the Member which arises out of any action or omission of a Manager, an Officer or any Affiliate of a Manager or an Officer, provided that (i) such Manager, Officer or Affiliate determined, in good faith, that such course of conduct was in, or not opposed to, the best interest of the Company or was otherwise permitted by this Agreement, and (ii) such course of conduct did not constitute gross negligence or willful malfeasance, a material breach of this Agreement, or an intentional violation of federal or state law by such Manager, Officer or Affiliate. The Managers, the Officers, and their Affiliates shall not be liable for the negligence, whether of omission or commission, dishonesty or bad faith of any employee, broker or other agent of the Company selected by the Managers or the Officers with reasonable care. Furthermore, the Managers, the Officers, and their Affiliates shall be entitled to indemnification by the Company to the extent provided in Article X hereof.

ARTICLE III

MEMBER

SECTION 3.01 **Name, Address, and Capital Contribution**. The name and current address of the sole Member are as described in Schedule A hereto. On and after the date of this Agreement, the Member shall make to the Company either in cash or in other tangible or intangible property such Capital Contributions as shall be determined by the Member. The Treasurer shall record the Member's Capital Contributions on the financial records of the Company.

SECTION 3.02 **Limited Liability.** In accordance with the Delaware Act, the liability of the Member to the Company and its creditors shall be limited to (i) any unpaid Capital Contribution which the Member has agreed to make to the Company; (ii) the amount of any distribution previously received from the Company which the Member may be required to return to the Company pursuant to Section 18-607(b) of the Delaware Act; and (iii) the unpaid balance of any other payments (if any) that the Member expressly is required, pursuant to this Agreement, to make to the Company.

SECTION 3.03 **No Control of Company**. Except as otherwise provided in this Agreement, the Member, in its capacity as such, shall not take part in the management or control of the affairs of the Company, or undertake any transactions on behalf of the Company, or have any power to sign for or otherwise to bind the Company.

SECTION 3.04 **Dissolution, Liquidation or Bankruptcy.** The dissolution, liquidation or bankruptcy of the Member shall not result in the termination of the Company, but the rights of the Member under this Agreement shall accrue to the Member's successors, estate or legal representatives. Except as expressly provided in this Agreement, no other event affecting the Member (including but not limited to insolvency) shall affect this Agreement.

ARTICLE IV

EXPENSES AND COMPENSATION

SECTION 4.01 **No Management Fee.** The Company shall not be obligated to pay to the Managers (or any Affiliate of the Managers) any management fee or similar compensation. However, the Managers shall be entitled to receive compensation from the Member and its Affiliates in the Managers' respective capacities as officers and employees of the Member and its Affiliates.

SECTION 4.02 **Expenses.** The Company shall be responsible for the payment from its own funds of all of the Company's expenses.

ARTICLE V

DISTRIBUTIONS

SECTION 5.01 **Amount, Timing and Form.** The Managers shall determine in their discretion the amount, timing and form of all distributions of Distributable Cash to be made by the Company to the sole Member.

ARTICLE VI

TAX ALLOCATIONS

SECTION 6.01 **Allocations of Net Profit or Net Loss.** As described in Articles II, III and V above, the sole Member shall be responsible for all Capital Contributions to the Company, and the Company shall make all distributions to the Member. All distributions of Net Profit or Net Loss by the Company will accordingly be made to the Member. The Company shall therefore be treated for U.S. federal income tax purposes as a "disregarded entity" of which all of the beneficial interests are held by the sole Member.

ARTICLE VII

DURATION OF THE COMPANY

SECTION 7.01 **Term of Company.** The term of the Company commenced on the filing of the Certificate with the Delaware Secretary of State and shall continue until the date on which the Company is dissolved as provided in Sections 7.02 or 7.03 or by operation of law.

SECTION 7.02 **Dissolution Upon Sale of Assets**. The Company shall be dissolved in the event of the sale or distribution by the Company of all or substantially all of the assets of the Company.

SECTION 7.03 **Dissolution by Written Consent of Member.** The sole Member may dissolve the Company at any time by written consent executed by the Member and a copy of which shall be provided to the Managers.

ARTICLE VIII

LIQUIDATION OF THE COMPANY

SECTION 8.01 **General Provisions.** Following the dissolution of the Company in accordance with Article VII hereof, the Company's assets shall be liquidated in an orderly manner. The Managers (or, at the Managers' election, another Person selected by a Majority of the Managers) shall be the liquidator to wind up the affairs of the Company pursuant to this Agreement.

SECTION 8.02 **Liquidating Distributions.** The liquidator shall pay or provide for the satisfaction of the Company's liabilities and obligations to creditors. Any Net Profit or Net Loss realized in connection with the liquidation of the Company shall be allocated to the Member pursuant to Article VI hereof, and the remaining assets of the Company shall then be distributed to the Member. In performing its duties, the liquidator is authorized to sell, exchange or otherwise dispose of the assets of the Company in such reasonable manner as the liquidator shall determine to be in the best interest of the Company and the Member.

SECTION 8.03 **Expenses of Liquidator.** The expenses incurred by the liquidator in connection with winding up the Company, and all other losses or liabilities of the Company incurred in accordance with the terms of this Agreement, shall be borne by the Company.

SECTION 8.04 **Duration of Liquidation.** A reasonable time shall be allowed for the winding up of the affairs of the Company in order to minimize any losses otherwise associated with such a winding up.

SECTION 8.05 **Duty of Care.** The liquidator shall not be liable to the Company or the Member for any loss attributable to any act or omission of the liquidator in good faith and in a manner such liquidator reasonably believed to be in, or not opposed to, the best interests of the Company in connection with the liquidation of the Company and distribution of its assets and provided that such act or omission did not constitute gross negligence, willful misconduct or a material breach of this Agreement. The liquidator may consult with counsel, investment banking firms, consultants and accountants with respect to liquidating the Company and distributing its assets and may act or omit to act in accordance with the advice of such counsel, investment banking firms, consultants or accountants, provided they shall have been selected with reasonable care.

SECTION 8.06 **No Liability for Return of Capital.** The liquidator(s), the Managers and their respective officers, directors, agents and Affiliates shall not be personally liable for the return of the Capital Contribution of the Member to the Company.

ARTICLE IX

TRANSFER OF INTERESTS

SECTION 9.01 Limitation on Transfer of Rights and Obligations of Managers. The Managers shall not assign, pledge, mortgage, hypothecate, sell or otherwise dispose of or encumber all or any part of their rights or obligations under this Agreement without the prior written consent of the Member.

SECTION 9.02 Transfer of Member Interests. Except as may otherwise be required to comply with applicable federal and state laws, the sole Member shall have the right to transfer all or any part of its interests in the Company by delivery to the Company of an assignment in writing duly executed by the Member.

ARTICLE X

INDEMNIFICATION

SECTION 10.01 General Provisions.

(a) Subject to the limitations set forth below in this Article X, each of the Managers, the Officers, the Affiliates of the Managers and the Officers, and the liquidator (if any), (each such Person being referred to hereafter as an "Indemnitee"), shall be indemnified by the Company (but only out of Company assets, including the proceeds of liability insurance) against any claim, demand, controversy, dispute, cost, loss, damage, expense (including attorneys' fees), judgment and/or liability incurred by or imposed upon the Indemnitee in connection with any action, suit or proceeding (including any proceeding before any administrative or legislative body or agency), to which the Indemnitee shall become a party or shall be threatened to become a party, by reason of the Indemnitee's being at the time the cause of action arose or thereafter, a Manager, an Officer, an Affiliate of a Manager or an Officer,, a liquidator (if any), or a director, officer, member, partner, employee, consultant or other agent of any other organization in which the Company owns an interest, which other organization the Indemnitee serves or has served as director, officer, manager, member, partner, employee, consultant or other agent at the request of the Company (whether or not the Indemnitee continues to serve in such capacity at the time such action, suit or proceeding is brought or threatened). Each Indemnitee may be entitled to such indemnification notwithstanding that the Company has sold, assigned, distributed or otherwise transferred its investment in such other organization prior to the time that such action, suit or proceeding is brought or threatened.

(b) The Indemnitee shall not be indemnified with respect to matters as to which the Indemnitee shall have been finally adjudicated in any such action, suit or proceeding (i) not to have acted in good faith and in the reasonable belief that the Indemnitee's action was in accordance with such Person's obligations to the Company or to have acted with gross negligence or a willful disregard of his duties, or in breach of his fiduciary obligations, or (ii) with respect to any criminal action or proceeding, not to have had cause to believe beyond any reasonable doubt the Indemnitee's conduct was criminal. In the event of settlement of any action, suit or proceeding brought or threatened, the indemnification provided for in this Article X shall

apply to all matters covered by the settlement except for matters as to which the Company is advised by counsel (who may be counsel regularly retained to represent the Company) that the Person seeking indemnification, in the opinion of such counsel, did not act in good faith or acted with gross negligence or a willful disregard of such Person's duties, or in breach of such Person's fiduciary obligations, or, with respect to any criminal action or proceeding, that the Person seeking indemnification had reasonable cause to believe such Person's conduct was criminal.

(c) The right of indemnification provided for in this Article X shall be in addition to any rights to which any Indemnitee may otherwise be entitled and shall inure to the benefit of the executors, administrators, personal representatives, successors or assigns of each such Indemnitee. Such Indemnitee shall first use reasonable efforts to pursue other readily available sources of indemnification before pursuing a claim for indemnification against the Company under this Article X.

SECTION 10.02 Advance Payment of Expenses. The Company shall pay the expenses incurred by an Indemnitee in defending a civil or criminal action, suit or proceeding, or in opposing any claim arising in connection with any potential or threatened civil or criminal action, suit or proceeding, in advance of the final disposition of such action, suit or proceeding, upon receipt of an undertaking by such Indemnitee satisfactory to the Managers to repay such payment if he shall be determined to be not entitled to indemnification therefor as provided herein; provided, however, that in such instance the Indemnitee is not commencing an action, suit, or proceeding against the Company, or defending an action, suit or proceeding commenced against the Indemnitee by the Company, or opposing a claim by the Company arising in connection with any such potential or threatened action, suit or proceeding.

SECTION 10.03 Insurance. At its election, the Managers may cause the Company to purchase and maintain insurance, at the expense of the Company and to the extent available, for the protection of the Managers, the Officers, the Affiliates of the Managers and the Officers, any liquidator, and the directors, officers, employees, consultants or other agents of any such Person, against any liability incurred by any such Person in any such capacity or arising out of his status as such, whether or not the Company has the power to indemnify such Person against such liability. The Managers may also cause the Company to purchase and maintain insurance for the protection of any officer, director, employee, consultant or other agent of any other organization in which the Company owns an interest or of which the Company is a creditor against similar liabilities, whether or not the Company has the power to indemnify any such Person against such liabilities.

ARTICLE XI

ACCOUNTING; RECORDS AND REPORTS

SECTION 11.01 Fiscal Year. The fiscal year of the Company shall be the calendar year, or such other year as required by the Code.

SECTION 11.02 Keeping of Accounts and Records. At all times the Managers shall cause to be kept proper and complete books of account, in which shall be entered fully and

accurately the transactions of the Company. Such books of account, together with (i) an executed copy of this Agreement (and any amendments hereto); (ii) the Certificate of the Company (and any amendments thereto); (iii) executed copies of any powers of attorney pursuant to which any of the aforesaid documents has been executed; and (iv) financial statements of the Company for each of the prior three years, shall at all times be maintained at the location specified in Section 1.02 hereof.

SECTION 11.03 Inspection Rights. Until the liquidation of the Company has been completed, the Member may examine the Company's books, records, accounts and assets, including bank balances, and may make, or cause to be made, any audit thereof at the Company's expense.

SECTION 11.04 Reports. The Managers shall prepare and transmit to the Member at the Company's expense such financial and other reports as shall be determined from time to time by the Member.

ARTICLE XII

WAIVER AND AMENDMENT

SECTION 12.01 Waiver and Amendment. Except for any waiver or amendment of the provisions of Sections 2.5 and 10.01 through 10.03 hereof which would adversely affect any Manager (or any Affiliate of a Manager), the terms and provisions of this Agreement may be waived, modified, terminated or amended at any time by the sole Member. The sole Member shall not waive or amend any provision of Sections 2.05 or 10.01 through 10.03 hereof in such a manner as would adversely affect any Manager (or any Affiliate of a Manager) without the written consent of such Manager.

ARTICLE XIII

GENERAL PROVISIONS

SECTION 13.01 Notices. Except where otherwise specifically provided in this Agreement, all notices, requests, consents, approvals and statements shall be in writing and shall be deemed to have been properly given by (i) personal delivery, (ii) first class mail, postage prepaid, (iii) electronic facsimile transmission, or (iv) courier service, addressed in each case: if to the Company, at the address where the Company's books and records are maintained as specified in Section 1.02 hereof; if to a Manager, at such Manager's address set forth in Schedule A; and if to the Member, to the Member's address set forth in Schedule A, or, in each case, to such other address or addresses (and/or by e-mail or other manner of delivery) as the addressee may have specified by written notice as aforesaid.

SECTION 13.02 Binding on Successors. This Agreement shall be binding upon and inure to the benefit of the respective heirs, successors, assigns and legal representatives of the parties hereto.

SECTION 13.03 Counterparts. This Agreement or any amendment hereto may be signed in any number of counterparts, each of which shall be an original, but all of which taken together shall constitute one agreement (or amendment, as the case may be).

SECTION 13.04 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware.

SECTION 13.05 Construction. Whenever the content of this Agreement permits, the masculine gender shall include the feminine and neuter genders, and reference to singular or plural shall be interchangeable with the other. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the other provisions, and this Agreement shall be construed and reformed in all respects as if any such invalid or unenforceable provision(s) were omitted in order to give effect to the intent and purposes of this Agreement. References in this Agreement to particular sections of the Code or the Delaware Act shall be deemed to refer to such sections or provisions of the Code or the Delaware Act (or any successor legislation) as they may be amended after the date of this Agreement.

ARTICLE XIV

CERTAIN DEFINITIONS

SECTION 14.01 Certain Definitions. For purposes of this Agreement, the following terms have the respective meanings set forth below:

"Affiliate " means, with respect to the Person to which it refers, a Person that either (i) directly or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with, such Person or (ii) is the successor or assign to such Person.

"Agreement" means this Limited Liability Company Agreement, as it may be subsequently amended or restated in accordance with its terms.

"Capital Contribution " means the aggregate amount of cash or other property contributed by the Member to the Company pursuant to this Agreement.

"Certificate " means the certificate of formation of the Company and any amendments or restatements thereof as filed with the Delaware Secretary of State under the Delaware Act.

"Code " means the United States Internal Revenue Code of 1986 and the rules and regulations promulgated thereunder, as amended from time to time, or any successor statute thereto.

"Delaware Act" means the Delaware Limited Liability Company Act, as amended from time to time.

"Distributable Cash " means all cash of the Company that the Managers determine is available for distribution to the Member after the payment or provision for payment by the Company of all expenses incurred by the Company and in collecting any amounts then owed to the Company and so

attributable.

“Indemnitee “ shall have the meaning set forth in Section 10.01.

“Majority of the Managers” means (i) at least four of the Managers if there are then six Managers, (ii) at least three of the Managers if there are then five or four Managers, (iii) at least two of the Managers if there are then three Managers, and (ii) both of the Managers if there are then only two Managers.

“Manager” means each of the Persons then serving as a Manager of the Company in accordance to Section 2.01 hereof, in his capacity as a Manager of the LLC.

“Member” means Clean Harbors Disposal Services, Inc., a Delaware corporation.

“Net Profit” or “Net Loss “ means, with respect to any fiscal year, the sum of the Company’s: (a) net profit or loss as determined in accordance with the Code and the Regulations thereunder, and (b) any income exempt from federal income tax, after deduction of all expenses properly chargeable to the Company for such fiscal year (whether deductible or non-deductible and whether described in Section 705(a)(2)(B) of the Code, treated as so described pursuant to Treasury Regulations Section 1.704-1(b)(2)(iv)(i), or otherwise). For this purpose, Net Profit or Net Loss shall be determined in accordance with tax accounting principles rather than generally accepted accounting principles, and any expenses required to be capitalized and included in the Company’s adjusted tax basis in any asset or which reduce the amount realized by the Company on the disposition of any asset shall be disregarded.

“Officers” means the President, the Senior Vice President, the Treasurer, the Secretary, and any such other officers of the Company as shall be elected by a Majority of the Managers or the sole Member in accordance with Section 2.02(a) hereof.

“Person “ means any individual, general partnership, limited partnership, limited liability company, corporation, joint venture, trust, business trust, cooperative or association and the heirs, executors, administrators, legal representative, successors and assigns of such Person where the context so admits.

“Treasury Regulations” mean the Regulations promulgated by the United States Department of the Treasury under the Code, as amended.

IN WITNESS WHEREOF, the undersigned have executed this Limited Liability Company Agreement as of the effective date first above written.

MANAGERS:

/s/ Eric W. Gerstenberg
Eric W. Gerstenberg

/s/ Gene A. Cookson
Gene A. Cookson

/s/ Stephen H. Moynihan
Stephen H. Moynihan

/s/ Roger A. Koenecke
Roger A. Koenecke

/s/ Carl Paschetag
Carl Paschetag

/s/ William J. Geary
William J. Geary

MEMBER:

CLEAN HARBORS DISPOSAL SERVICES, INC.

By: /s/ Stephen H. Moynihan
Stephen H. Moynihan
Senior Vice President

CLEAN HARBORS COLFAX, LLC

SCHEDULE A

Name and Address

Managers:

Eric W. Gerstenberg
c/o Clean Harbors, Inc.
1501 Washington Street
Braintree, MA 02184

Gene A. Cookson
c/o Clean Harbors, Inc.
1501 Washington Street
Braintree, MA 02184

Stephen H. Moynihan
c/o Clean Harbors, Inc.
1501 Washington Street
Braintree, MA 02184

Roger A. Koenecke
c/o Clean Harbors, Inc.
1501 Washington Street
Braintree, MA 02184

Carl Paschetag
c/o Clean Harbors, Inc.
1501 Washington Street
Braintree, MA 02184

William J. Geary
c/o Clean Harbors, Inc.
1501 Washington Street
Braintree, MA 02184

Sole Member:

Clean Harbors Disposal Services, Inc.
1501 Washington Street
Braintree, MA 02184

Exhibit 3.23

Clean Harbors Deer Park, LLC

CERTIFICATE OF FORMATION

Pursuant to the provisions of Section 18-201 of the Limited Liability Company Act of the State of Delaware (the "Act"), the undersigned, being duly authorized, hereby certifies and states as follows:

1. Name of the Limited Liability Company. The name of the limited liability company formed hereby is Clean Harbors Deer Park, LLC (the "Company").

2. Registered Agent and Office of the Company. The name of the registered agent of the Company in the State of Delaware is The Corporation Trust Company and the registered office address of the registered agent for the purposes of Section 18-104 of the Act is 1209 Orange Street, Wilmington, County of New Castle, Delaware 19801.

IN WITNESS WHEREOF, the undersigned hereby affirms that the facts stated herein are true, this 23rd day of December, 2009.

/s/ C. Michael Malm
C. Michael Malm, *an Authorized Person*

CLEAN HARBORS DEER PARK, LLC

LIMITED LIABILITY COMPANY AGREEMENT

LIMITED LIABILITY COMPANY AGREEMENT made this December 29, 2009 and effective as of the Effective Date, by and among **Eric W. Gerstenberg, James M. Rutledge** and **William J. Geary**, as Managers; and **Clean Harbors Lone Star Corp.**, a Delaware corporation, as the sole Initial Member. Certain capitalized terms used herein have the respective meanings set forth in Section 14.01 hereof.

ARTICLE I
ORGANIZATION

SECTION 1.01 Formation of the Company. Clean Harbors Deer Park, LLC (the "Company") is formed as a limited liability company under the Delaware Limited Liability Company Act *(6 Del. C § 18-101, et seq.)*, as amended from time to time (the "Delaware Act"), through the filing of the Certificate with the Delaware Secretary of State on the Effective Date of this Agreement. The parties hereto agree to conduct the business of the Company in accordance with the provisions of the Delaware Act and of this Agreement.

SECTION 1.02 Name, Registered Office, and Maintenance of Books and Records. The name of the Company is "Clean Harbors Deer Park, LLC." The initial address of the Company's registered office in Delaware is Corporation Trust Center, 1209 Orange Street, Wilmington, Newcastle County, Delaware 19801, and its initial agent at such address for service of process is The Corporation Trust Company. The Company's books and records shall be maintained at c/o Davis, Malm & D'Agostine, P.C., One Boston Place, 37th Floor, Boston, Massachusetts 02108. A Majority of the Managers may change the location at which the Company's books and records shall be maintained to such other location within the United States as such Managers may determine at any time, upon written notice to the Members stating such new location. A Majority of the Managers may also change the Company's registered agent from time to time in their sole discretion.

SECTION 1.03 Purposes. The purposes and objectives of the Company are (a) to buy, own, sell, lease, manage, operate, improve, develop and otherwise deal in real property, and (b) to engage in any other lawful activities allowed to be conducted by a limited liability company under the Delaware Act.

SECTION 1.04 Powers. Subject to the terms of this Agreement, and consistent with the purposes stated in Section 1.03 hereof, the Company shall have the following powers: (i) to enter into all agreements and engage in all activities and transactions necessary or advisable to carry out the Company's purposes; and (ii) to have all other powers available to it as a limited liability company organized under the laws of the State of Delaware. Without limitation of the foregoing, the Company shall have the powers: to acquire and dispose of assets and other property; to act as a general partner, limited partner, manager and/or member of any other Person; negotiate, enter into, and modify agreements including, without limitation, partnership agreements, limited liability company agreements, and leases or subleases of any real estate or personal property; to incur obligations for and in connection with its business; to borrow money

and provide guarantees for the obligations of other Persons and, if required by any lender, as security therefor to mortgage, pledge and grant security interests in all or any part of the assets and other property owned by the Company; to repay, in whole or in part, refinance, consolidate, recast, increase, modify or extend any loans which may affect any of the assets and other property owned by the Company; and to execute any and all other documents and instruments and exercise all powers necessary or appropriate to carry out the business of the Company.

ARTICLE II

CONDUCT AND MANAGEMENT OF THE COMPANY

SECTION 2.01 Managers. Except as otherwise provided in this Agreement, the business of the Company shall be conducted by and under the control of the Managers. The names and current addresses of the initial Managers are as described in Schedule A hereto. One or more substitute or additional Managers may be elected at any time in the future by the Members. Each of the original Managers and any such substitute or additional Managers shall serve as a Manager until either (i) his voluntary resignation as a Manager, or (ii) his removal as a Manager with or without cause at any time by a Majority of the Managers or by the Members. The Managers shall not be required to make any Capital Contributions to the Company.

SECTION 2.02 Officers.

(a) In order to facilitate the day-to-day operation of the Company's business, the Company shall have the following Officers: a President, a Vice President, a Treasurer and a Secretary, and any such additional Officers as a Majority of the Managers may from time to time deem appropriate. The President shall be a Manager, but none of the other Officers need be a Manager. Unless otherwise determined from time to time by a Majority of the Managers or by the Members, the President shall be the chief executive officer of the Company, the Treasurer shall be responsible for maintaining the funds and financial books and records of the Company, and the Secretary shall be responsible for maintaining the records of actions (whether by written consent or meeting) of the Managers and of the Members and the other non-financial records of the Company.

(b) Each of the Officers of the Company may be removed (and his successors elected) at any time by a Majority of the Managers or by the Members.

(c) Except as may otherwise be determined from time to time by a Majority of the Managers or by the Members, the Managers hereby delegate to the President then in office full authority to act on behalf of the Company. Except as may otherwise be determined from time to time by a Majority of the Managers or the Members, the President shall have, without further approval or consent of any of the other Managers or the Members, full authority: to acquire and dispose of assets and other property on behalf of the Company; to negotiate, enter into, execute or modify agreements on behalf of the Company including, without limitation, partnership agreements, limited liability company agreements, and leases or subleases of any real estate or personal property; to incur obligations for and on behalf of the Company for and in connection with its business; to borrow money and provide guarantees for the obligations of other Persons and, if required by any lender, as security therefor to mortgage, pledge and grant security

interests in all or any part of the assets and other property owned by the Company; to repay, in whole or in part, refinance, consolidate, recast, increase, modify or extend any loans which may affect any of the assets and other property owned by the Company; and to execute any and all other documents and instruments and exercise all powers necessary or appropriate to carry out the business of the Company.

SECTION 2.03 Authorization.

(a) Every contract, agreement, and other instrument executed on behalf of the Company by any Manager, or by the President, or (if such execution is authorized by a Majority of the Managers) by any other Officer of the Company, shall be conclusive evidence in favor of every Person relying thereon or claiming thereunder that at the time of the delivery thereof (i) the Company was in existence, (ii) this Agreement had not been terminated or canceled or amended in any manner so as to restrict such authority (except as shown in the Certificate or other instrument duly filed with the Secretary of State of the State of Delaware), and (iii) the execution and delivery of such instrument were duly authorized by the Managers and/or the Members to the extent required.

(b) Any person or entity dealing with the Company may always rely on a certificate signed by any Manager, the President, any Senior Vice President, the Secretary or an Assistant Secretary:

(i) as to who are the Managers, the Officers or the Member of the Company,

(ii) as to the existence or nonexistence of any fact or facts which (A) constitute conditions precedent to acts by the Company, or (B) are in any other manner germane to the affairs of the Company,

(iii) as to who is authorized to execute and deliver any instrument or document on behalf of the Company,

(iv) as to the authenticity of any copy of this Agreement and amendments thereto, or

(v) as to any act or failure to act by the Company, or as to any other matter whatsoever involving the Company or any Manager or Officer or Member of the Company.

SECTION 2.04 Actions by Managers. Approval of any action by the Company which under the terms of this Agreement requires approval by a Majority of the Managers may be granted either by a written consent signed by a Majority of the Managers or by an affirmative vote of a Majority of the Managers at a meeting held for such purpose either with or without prior notice. Any Manager may participate in any such meeting by telephone if all Managers participating in any such meeting shall be able to hear the other participating Managers. The participation of a Majority of the Managers shall constitute a quorum for all purposes. If any action is approved by a Majority of the Managers but any Manager shall not sign any written consent by which, or shall not participate in any meeting at which, such approval was granted,

the Secretary of the Company shall promptly provide to such Manager following the date of such written consent or meeting a copy of such written consent or minutes of such meeting.

SECTION 2.05 **Actions by Members.** Approval of any action by the Company which under the terms of this Agreement requires approval by the Members may be granted by the written consent of Members holding more than fifty percent (50%) of the capital interests in the Company.

SECTION 2.06 **Duty of Care.** The Members each acknowledge that decisions concerning the Company's activities will involve the exercise of judgment and a risk of loss. The Managers, the Officers and their Affiliates shall not be liable to the Company or to the Members for any loss suffered by the Company or by the Members which arises out of any action or omission of a Manager, an Officer or any Affiliate of a Manager or an Officer, provided that (i) such Manager, Officer or Affiliate determined, in good faith, that such course of conduct was in, or not opposed to, the best interest of the Company or was otherwise permitted by this Agreement, and (ii) such course of conduct did not constitute gross negligence or willful malfeasance, a material breach of this Agreement, or an intentional violation of federal or state law by such Manager, Officer or Affiliate. The Managers, the Officers, and their Affiliates shall not be liable for the negligence, whether of omission or commission, dishonesty or bad faith of any employee, broker or other agent of the Company selected by the Managers or the Officers with reasonable care. Furthermore, the Managers, the Officers, and their Affiliates shall be entitled to indemnification by the Company to the extent provided in Article X hereof.

ARTICLE III

MEMBERS

SECTION 3.01 **Name, Address, and Capital Contribution**. The name and current address of the Initial Member is as described in Schedule A hereto. On and after the date of this Agreement, the Initial Member shall make to the Company either in cash or in other tangible or intangible property such Capital Contributions as shall be determined by the Initial Member, and other substitute or additional Members may make such additional Capital Contributions as may be agreed. The Treasurer shall record each Member's Capital Contributions on the financial records of the Company.

SECTION 3.02 **Limited Liability.** In accordance with the Delaware Act, the liability of the Members to the Company and its creditors shall be limited to (i) any unpaid Capital Contribution which the Member has agreed to make to the Company; (ii) the amount of any distribution previously received from the Company which the Members may be required to return to the Company pursuant to Section 18-607(b) of the Delaware Act; and (iii) the unpaid balance of other payments (if any) that the Members expressly are required, pursuant to this Agreement, to make to the Company.

SECTION 3.03 **No Control of Company**. Except as otherwise provided in this Agreement, the Members, in their capacity as such, shall not take part in the management or control of the affairs of the Company, or undertake any transactions on behalf of the Company, or have any power to sign for or otherwise to bind the Company.

SECTION 3.04 **Dissolution, Liquidation or Bankruptcy.** The dissolution, liquidation or bankruptcy of any Member shall not result in the termination of the Company, but the rights of the Members under this Agreement shall accrue to the Members' successors, estate or legal representatives. Except as expressly provided in this Agreement, no other event affecting the Members (including but not limited to insolvency) shall affect this Agreement.

ARTICLE IV

EXPENSES AND COMPENSATION

SECTION 4.01 **Management Fee.** Unless otherwise agreed by a Majority of the Managers or the Members, the Company shall not be obligated to pay to any Manager (or to any Affiliate of any Manager) any fee or compensation for personal services rendered as Manager. Notwithstanding the foregoing sentence, any Manager may receive fees or compensation directly from any Member (or its Affiliates) in such Manager's capacity as an officer or employee of such Member or Affiliate.

SECTION 4.02 **Expenses.** The Company shall be responsible for the payment from its own funds of all of the Company's expenses.

ARTICLE V

DISTRIBUTIONS

SECTION 5.01 **Amount, Timing and Form.** The Managers shall determine in their discretion the amount, timing and form of all distributions of Distributable Cash to be made by the Company to the Members.

ARTICLE VI

ALLOCATIONS AND DISTRIBUTIONS

SECTION 6.01 **Allocations and Distributions of Profit or Loss.** The Company shall make distributions of profits or losses to the Members, and shall allocate such profits or losses for all tax purposes, solely in accordance with the provisions contained in this Article VI.

SECTION 6.02 **Tax Classification**. For such periods that the Company has more than one Member, it shall elect for U.S. federal income tax purposes to be treated as a partnership. For such periods that it has only one Member, the Company shall be treated for U.S. federal income tax purposes as a "disregarded entity" of which all of the beneficial interests are held by the sole Member.

SECTION 6.03 **Tax Allocations**. Except as provided in Section 6.04 (which shall be applied first), Net Profits and Net Losses of the Company for any relevant period shall be allocated as described in this Section 6.03.

(a) Net Profits of the Company for any relevant period shall be allocated as follows:

(i) First, to any Members having negative Adjusted Capital Account balances, in proportion to and to the extent of such negative balances; and

(ii) The balance, if any, to the Members in such proportions and in such amounts as would result in the Adjusted Capital Account balance of each Member equaling, as nearly as possible, such Member's share of the then Company Capital.

(b) Net Losses of the Company for any relevant period shall be allocated among the Members as follows:

(i) First, to each Member with a positive Adjusted Capital Account balance, in the amount of such positive balance; provided, however, that if the amount of Net Losses to be allocated is less than the sum of the Adjusted Capital Account balances of all Members having positive Adjusted Capital Account balances, then the Net Losses shall be allocated to the Members in such proportions and in such amounts as would result in the Adjusted Capital Account balance of each Member equaling, as nearly as possible, such Member's share of the then Company Capital; and

(ii) The balance, if any, to the Members in proportion to their respective holdings of Shares.

(c) If the amount of Net Profits or Net Losses allocable to the Members pursuant to this Section 6.03 is insufficient to allow the Adjusted Capital Account balance of each Member to equal such Member's share of the Company Capital, such Net Profits or Net Losses shall be allocated among the Members in such a manner as to decrease the differences between the Members' respective Adjusted Capital Account balances and their respective shares of the Company Capital in proportion to such differences.

(d) Allocations of Net Profits and Net Losses provided for above shall generally be made as of the end of the fiscal year of the Company.

SECTION 6.04 **Regulatory Allocations**. Notwithstanding the provisions of Section 6.03 above, the following allocations of Net Profits, Net Losses and items thereof shall be made in the following order of priority:

(a) Items of income or gain for any taxable period shall be allocated to the Members in the manner and to the minimum extent required by the "minimum gain chargeback" provisions of Treasury Regulation Section 1.704-2(f) and Treasury Regulation Section 1.704-2(i)(4).

(b) All "nonrecourse deductions" (as defined in Treasury Regulation Section 1.704-2(b)(1)) of the Company for any year shall be allocated to the Members in the same manner as Net Profits or Net Losses; provided, however, that nonrecourse deductions attributable to "partner nonrecourse debt" (as defined in Treasury Regulation

Section 1.704-2(b)(4)) shall be allocated to the Members in accordance with the provisions of Treasury Regulation Section 1.704-2(i)(1).

(c) Items of income or gain for any taxable period shall be allocated to the Members in the manner and to the extent required by the "qualified income offset" provisions of Treasury Regulation Section 1.704-1(b)(2)(ii)(d).

(d) In no event shall Net Losses of the Company be allocated to a Member if such allocation would cause or increase a negative balance in such Member's Adjusted Capital Account (determined, for purposes of this Section 6.04 only, by increasing the Member's Capital Account balance by the amount the Member is obligated to restore to the Company pursuant to Treasury Regulation Section 1.704-1(b)(2)(ii)(c)).

(e) If items of income, gain, loss or deduction are allocated to one or more Members pursuant to any of paragraphs (a), (b), (c) or (d) of this Section 6.04 (the "Original Allocation"), then subsequent items of income, gain, loss or deduction will first be allocated (subject to the provisions of this Section 6.04) to the Members in a manner designed to result in each Member having a Capital Account balance equal to what it would have been had the Original Allocation not occurred; provided, however, that no such allocation shall be made pursuant to this paragraph (e) if either

(i) the Original Allocation had the effect of offsetting a prior Original Allocation or

(ii) the Original Allocation likely (in the opinion of the Company's professional advisors) will be offset by another Original Allocation in the future (*e.g.*, an Original Allocation of "nonrecourse deductions" under (b) above that likely will be offset by a subsequent "minimum gain chargeback" under (a) above).

(f) Except as otherwise provided herein or as required by Code Section 704, for tax purposes, all items of income, gain, loss, deduction or credit shall be allocated to the Members in the same manner as are Net Profits and Net Losses; provided, however, that if the Carrying Value of any property of the Company differs from its adjusted basis for tax purposes, then items of income, gain, loss, deduction or credit related to such property for tax purposes shall be allocated among the Members so as to take account of the variation between the adjusted basis of the property for tax purposes and its Carrying Value in the manner provided for under Code Section 704(c).

SECTION 6.05 **Allocations Upon Transfer or Admission**. In the event that a Member acquires a capital interest in the Company either by transfer from another Member or by acquisition from the Company, the Net Profits, Net Losses, gross income, nonrecourse deductions and items thereof attributable to the interest so transferred or acquired shall be allocated among the Members based on a method chosen by the Managers, in their sole discretion, which method shall comply with Section 706 of the Code and shall be binding on all Members. For purposes of determining the date on which the acquisition occurs, the Company may make use of any convention allowable under Section 706(d) of the Code.

SECTION 6.06 **Financial Reports**. The Company shall prepare or cause to be prepared and provide to the Members, at the Company's expense, not later than 90 days after the

end of each fiscal year of the Company, such information as is necessary to complete federal and state income tax or information returns.

SECTION 6.07 **Tax Matters Partner**. Whenever the Company has more than one Member, the Managers shall select and appoint a Member to serve as the "Tax Matters Partner" of the Company under Code Section 6231(a)(7) and to manage administrative tax proceedings conducted at the Company level. The Tax Matters Partner shall make any necessary elections and take any other necessary steps required by applicable law for the Company to be treated as a partnership for United States federal, state, and local income tax purposes.

ARTICLE VII

DURATION OF THE COMPANY

SECTION 7.01 **Term of Company.** The term of the Company commences on the Effective Date and shall continue until the date on which the Company is dissolved as provided in Sections 7.02 or 7.03, or is dissolved by operation of law.

SECTION 7.02 **Dissolution Upon Sale of Assets**. The Company shall be dissolved in the event of the sale or distribution by the Company of all or substantially all of the assets of the Company.

SECTION 7.03 **Dissolution by Written Consent of Members.** The Members may dissolve the Company at any time by written consent executed by the Members, a copy of which shall be provided to the Managers.

ARTICLE VIII

LIQUIDATION OF THE COMPANY

SECTION 8.01 **General Provisions.** Following the dissolution of the Company in accordance with Article VII hereof, the Company's assets shall be liquidated in an orderly manner. The Managers (or, at the Managers' election, another Person selected by a Majority of the Managers) shall be the liquidator to wind up the affairs of the Company pursuant to this Agreement.

SECTION 8.02 **Liquidating Distributions.** The liquidator shall pay or provide for the satisfaction of the Company's liabilities and obligations to creditors. Any Net Profit or Net Loss realized in connection with the liquidation of the Company shall be allocated to the Members pursuant to Article VI hereof, and the remaining assets of the Company shall then be distributed to the Members in accordance with their Capital Accounts. In performing its duties, the liquidator is authorized to sell, exchange or otherwise dispose of the assets of the Company in such reasonable manner as the liquidator shall determine to be in the best interest of the Company and the Members.

SECTION 8.03 **Expenses of Liquidator.** The expenses incurred by the liquidator in connection with winding up the Company, and all other losses or liabilities of the Company incurred in accordance with the terms of this Agreement, shall be borne by the Company.

SECTION 8.04 **Duration of Liquidation.** A reasonable time shall be allowed for the winding up of the affairs of the Company in order to minimize any losses otherwise associated with such a winding up.

SECTION 8.05 **Duty of Care.** The liquidator shall not be liable to the Company or the Members for any loss attributable to any act or omission of the liquidator in good faith and in a manner such liquidator reasonably believed to be in, or not opposed to, the best interests of the Company in connection with the liquidation of the Company and distribution of its assets and provided that such act or omission did not constitute gross negligence, willful misconduct or a material breach of this Agreement. The liquidator may consult with counsel, investment banking firms, consultants and accountants with respect to liquidating the Company and distributing its assets and may act or omit to act in accordance with the advice of such counsel, investment banking firms, consultants or accountants, provided they shall have been selected with reasonable care.

SECTION 8.06 **No Liability for Return of Capital.** The liquidator(s), the Managers and their respective officers, directors, agents and Affiliates shall not be personally liable for the return of the Capital Contribution of the Members to the Company.

ARTICLE IX

TRANSFER OF INTERESTS

SECTION 9.01 **Limitation on Transfer of Rights and Obligations of Managers.** The Managers shall not assign, pledge, mortgage, hypothecate, sell or otherwise dispose of or encumber all or any part of their rights or obligations under this Agreement without the prior written consent of the Members.

SECTION 9.02 **Transfer of Member Interests**. Except as may otherwise be required to comply with applicable federal and state laws, the Members shall have the right to transfer all or any part of their interests in the Company by delivery to the Company of an assignment in writing duly executed by the transferring Member.

SECTION 9.03 **Transfer of Profits Interests**. With the consent of a Majority of the Managers, the Company may grant any Person a percentage interest in the future Net Profits and Net Losses of the Company (a "Profits Interest") whether for a fixed term or indefinitely, *provided* that (i) the grant does not include any capital interest in the Company or any right to share in the proceeds of the Company's liquidation under Article VIII, and *provided further* that (ii) such grant is made in exchange for property or services afforded to the Company that are of equivalent value to the Profits Interest granted, as the Managers may determine in their sole and absolute discretion. The grant of any Profits Interest shall not cause the transferee of such Profits Interest to become a Member.

ARTICLE X

INDEMNIFICATION

SECTION 10.01 General Provisions.

(a) Subject to the limitations set forth below in this Article X, each of the Managers, the Officers, the Affiliates of the Managers and the Officers, and the liquidator (if any), (each such Person being referred to hereafter as an "Indemnitee"), shall be indemnified by the Company (but only out of Company assets, including the proceeds of liability insurance) against any claim, demand, controversy, dispute, cost, loss, damage, expense (including attorneys' fees), judgment and/or liability incurred by or imposed upon the Indemnitee in connection with any action, suit or proceeding (including any proceeding before any administrative or legislative body or agency), to which the Indemnitee shall become a party or shall be threatened to become a party, by reason of the Indemnitee's being at the time the cause of action arose or thereafter, a Manager, an Officer, an Affiliate of a Manager or an Officer,, a liquidator (if any), or a director, officer, member, partner, employee, consultant or other agent of any other organization in which the Company owns an interest, which other organization the Indemnitee serves or has served as director, officer, manager, member, partner, employee, consultant or other agent at the request of the Company (whether or not the Indemnitee continues to serve in such capacity at the time such action, suit or proceeding is brought or threatened). Each Indemnitee may be entitled to such indemnification notwithstanding that the Company has sold, assigned, distributed or otherwise transferred its investment in such other organization prior to the time that such action, suit or proceeding is brought or threatened.

(b) The Indemnitee shall not be indemnified with respect to matters as to which the Indemnitee shall have been finally adjudicated in any such action, suit or proceeding (i) not to have acted in good faith and in the reasonable belief that the Indemnitee's action was in accordance with such Person's obligations to the Company or to have acted with gross negligence or a willful disregard of his duties, or in breach of his fiduciary obligations, or (ii) with respect to any criminal action or proceeding, not to have had cause to believe beyond any reasonable doubt the Indemnitee's conduct was criminal. In the event of settlement of any action, suit or proceeding brought or threatened, the indemnification provided for in this Article X shall apply to all matters covered by the settlement except for matters as to which the Company is advised by counsel (who may be counsel regularly retained to represent the Company) that the Person seeking indemnification, in the opinion of such counsel, did not act in good faith or acted with gross negligence or a willful disregard of such Person's duties, or in breach of such Person's fiduciary obligations, or, with respect to any criminal action or proceeding, that the Person seeking indemnification had reasonable cause to believe such Person's conduct was criminal.

(c) The right of indemnification provided for in this Article X shall be in addition to any rights to which any Indemnitee may otherwise be entitled and shall inure to the benefit of the executors, administrators, personal representatives, successors or assigns of each such Indemnitee. Such Indemnitee shall first use reasonable efforts to

pursue other readily available sources of indemnification before pursuing a claim for indemnification against the Company under this Article X.

SECTION 10.02 **Advance Payment of Expenses.** The Company shall pay the expenses incurred by an Indemnitee in defending a civil or criminal action, suit or proceeding, or in opposing any claim arising in connection with any potential or threatened civil or criminal action, suit or proceeding, in advance of the final disposition of such action, suit or proceeding, upon receipt of an undertaking by such Indemnitee satisfactory to the Managers to repay such payment if he shall be determined to be not entitled to indemnification therefor as provided herein; provided, however, that in such instance the Indemnitee is not commencing an action, suit, or proceeding against the Company, or defending an action, suit or proceeding commenced against the Indemnitee by the Company, or opposing a claim by the Company arising in connection with any such potential or threatened action, suit or proceeding.

SECTION 10.03 **Insurance.** At its election, the Managers may cause the Company to purchase and maintain insurance, at the expense of the Company and to the extent available, for the protection of the Managers, the Officers, the Affiliates of the Managers and the Officers, any liquidator, and the directors, officers, employees, consultants or other agents of any such Person, against any liability incurred by any such Person in any such capacity or arising out of his status as such, whether or not the Company has the power to indemnify such Person against such liability. The Managers may also cause the Company to purchase and maintain insurance for the protection of any officer, director, employee, consultant or other agent of any other organization in which the Company owns an interest or of which the Company is a creditor against similar liabilities, whether or not the Company has the power to indemnify any such Person against such liabilities.

ARTICLE XI

ACCOUNTING; RECORDS AND REPORTS

SECTION 11.01 **Fiscal Year.** The fiscal year of the Company shall be the calendar year, or such other year as required by the Code.

SECTION 11.02 **Keeping of Accounts and Records**. At all times the Managers shall cause to be kept proper and complete books of account, in which shall be entered fully and accurately the transactions of the Company. Such books of account, together with (i) an executed copy of this Agreement (and any amendments hereto); (ii) the Certificate of the Company (and any amendments thereto); (iii) executed copies of any powers of attorney pursuant to which any of the aforesaid documents has been executed; and (iv) financial statements of the Company for each of the prior three years, shall at all times be maintained at the location specified in Section 1.02 hereof.

SECTION 11.03 **Inspection Rights.** Until the liquidation of the Company has been completed, any Member may examine the Company's books, records, accounts and assets, including bank balances, and may make, or cause to be made, any audit thereof at the Company's expense.

SECTION 11.04 **Reports.** The Managers shall prepare and transmit to the Members at the Company's expense such financial and other reports as shall be determined from time to time by the Members.

ARTICLE XII

WAIVER AND AMENDMENT

SECTION 12.01 **Waiver and Amendment.** Except for any waiver or amendment of the provisions of Sections 2.06 and 10.01 through 10.03 hereof which would adversely affect any Manager (or any Affiliate of a Manager), the terms and provisions of this Agreement may be waived, modified, terminated or amended at any time by the Members. The Members shall not waive or amend any provision of Sections 2.06 or 10.01 through 10.03 hereof in such a manner as would adversely affect any Manager (or any Affiliate of a Manager) without the written consent of such Manager.

ARTICLE XIII

GENERAL PROVISIONS

SECTION 13.01 **Notices.** Except where otherwise specifically provided in this Agreement, all notices, requests, consents, approvals and statements shall be in writing and shall be deemed to have been properly given by (i) personal delivery, (ii) first class mail, postage prepaid, (iii) electronic facsimile transmission, or (iv) courier service, addressed in each case: if to the Company, at the address where the Company's books and records are maintained as specified in Section 1.02 hereof; if to a Manager, at such Manager's address set forth in Schedule A; and if to a Member, to the Member's address set forth in Schedule A, or, in each case, to such other address or addresses (and/or by e-mail or other manner of delivery) as the addressee may have specified by written notice as aforesaid.

SECTION 13.02 **Binding on Successors**. This Agreement shall be binding upon and inure to the benefit of the respective heirs, successors, assigns and legal representatives of the parties hereto.

SECTION 13.03 **Counterparts.** This Agreement or any amendment hereto may be signed in any number of counterparts, each of which shall be an original, but all of which taken together shall constitute one agreement (or amendment, as the case may be).

SECTION 13.04 **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware.

SECTION 13.05 **Construction.** Whenever the content of this Agreement permits, the masculine gender shall include the feminine and neuter genders, and reference to singular or plural shall be interchangeable with the other. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the other provisions, and this Agreement shall be construed and reformed in all respects as if any such invalid or unenforceable provision(s) were omitted in order to give effect to the intent and purposes of this Agreement. References in this Agreement to particular sections of the Code or the Delaware Act shall be deemed to refer to

such sections or provisions of the Code or the Delaware Act (or any successor legislation) as they may be amended after the date of this Agreement.

ARTICLE XIV

CERTAIN DEFINITIONS

SECTION 14.01 **Certain Definitions**. For purposes of this Agreement, the following capitalized terms have the respective meanings set forth below:

"Adjusted Capital Account" means, for each Member, such Member's Capital Account balance increased by such Member's share of "minimum gain" and of "partner nonrecourse debt minimum gain" as determined, respectively, pursuant to Treasury Regulation Sections 1.704-2(g) and 1.704-2(i)(5).

"Affiliate" means, with respect to the Person to which it refers, a Person that either (i) directly or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with, such Person or (ii) is the successor or assign to such Person.

"Agreement" means this Limited Liability Company Agreement, as it may be subsequently amended or restated from time to time.

"Capital Account" means a separate account maintained for each Member and adjusted in accordance with Treasury Regulations under Section 704 of the Code. To the extent consistent with such Treasury Regulations, the adjustments to such accounts shall include the following:

(a) There shall be credited to each Member's Capital Account the amount of any cash actually contributed by such Member to the capital of the Company, the fair market value of any other property contributed by such Member to the capital of the Company, the amount of liabilities of the Company assumed by the Member or to which property distributed to the Member was subject and such Member's share of the Net Profits of the Company and of any items in the nature of income or gain separately allocated to the Members; and there shall be charged against each Member's Capital Account the amount of all cash distributions to such Member, the fair market value of any other property distributed to such Member by the Company, the amount of liabilities of the Member assumed by the Company or to which property contributed by the Member to the Company was subject and such Member's share of the Net Losses of the Company and of any items in the nature of losses or deductions separately allocated to the Members.

(b) If the Company at any time distributes any of its assets in-kind to any Member, the Capital Account of each Member shall be adjusted to account for that Member's allocable share of the Net Profits, Net Losses or items thereof that would have been realized by the Company had it sold the assets that were distributed at their respective fair market values (taking Code Section 7701(g) into account) immediately prior to their distribution.

(c) Upon (A) the acquisition of a capital interest in the Company in exchange for a Capital Contribution, or (B) the election of the Company, at any time specified in

Treasury Regulation Section 1.704-1(b)(2)(iv)(f), the Capital Account balance of each Member shall be adjusted to the extent provided under such Treasury Regulation to reflect the Member's allocable share (as determined under Article VI) of the items of Net Profits or Net Losses that would be realized by the Company if it sold all of its property at its fair market value (taking Code Section 7701(g) into account) on the day of the event giving rise to the adjustment; provided that, if after such adjustment the Capital Account of each Member does not equal each Member's share of Company Capital determined as set forth above, then each Member's Capital Account shall be adjusted to an amount equal to such share of Company Capital.

(d) In the event any Membership interest in the Company is transferred in accordance with the terms of this Agreement, the transferee shall succeed to the Capital Account of the transferor to the extent it relates to the Transferred interest.

"Capital Contribution" means the aggregate amount of cash or other property contributed by a Member to the Company.

"Carrying Value" means, with respect to any asset, the asset's adjusted basis for federal income tax purposes; provided, however, that (i) the initial Carrying Value of any asset contributed to the Company shall be adjusted to equal its gross fair market value at the time of its contribution and (ii) the Carrying Values of all assets held by the Company shall be adjusted to equal their respective gross fair market values (taking Code Section 7701(g) into account) upon an adjustment to the Capital Accounts of the Members described in paragraph (c) of the definition of "Capital Account." The Carrying Value of any asset whose Carrying Value was adjusted pursuant to the preceding sentence thereafter shall be adjusted in accordance with the provisions of Treasury Regulation Section 1.704-1(b)(2)(iv)(g).

"Certificate" means the certificate of formation of the Company and any amendments or restatements thereof as filed with the Delaware Secretary of State under the Delaware Act.

"Code" means the United States Internal Revenue Code of 1986 (and any successor statute thereto), and the regulations promulgated thereunder, all as amended from time to time.

"Company Capital" means an amount equal to the sum of all of the Members' Adjusted Capital Account balances determined immediately prior to the allocation of any Net Profits or Net Losses to the Members, pursuant to Article VI.

"Delaware Act" means the Delaware Limited Liability Company Act, as amended from time to time.

"Distributable Cash" means all cash of the Company that the Managers determine is available for distribution to the Members after the payment or provision for payment by the Company of all expenses incurred by the Company and in collecting any amounts then owed to the Company and so attributable.

"Effective Date" shall mean the date upon which the Company files a Certificate of formation as a limited liability company with the Delaware Secretary of State pursuant to the Delaware Act.

"Indemnitee" shall have the meaning set forth in Section 10.01.

"Initial Member" shall mean Clean Harbors, Inc., a Massachusetts corporation.

"Majority of the Managers" means (i) at least four of the Managers if there are then six Managers, (ii) at least three of the Managers if there are then five or four Managers, (iii) at least two of the Managers if there are then three Managers, and (ii) both of the Managers if there are then only two Managers.

"Manager" means each of the Persons then serving as a Manager of the Company in accordance to Section 2.01 hereof, in his capacity as a Manager of the Company.

"Member" means the Initial Member for so long as it shall hold a capital interest in the Company, and each of such other or additional Persons as shall acquire a capital interest in the Company and be admitted as a Member from time to time, in accordance with the provisions of the Delaware Act.

"Net Profit" or "Net Loss" means, with respect to any fiscal year, the sum of the Company's: (a) net profit or loss as determined in accordance with the Code, and (b) any income exempt from federal income tax, after deduction of all expenses properly chargeable to the Company for such fiscal year (whether deductible or non-deductible and whether described in Section 705(a)(2)(B) of the Code, treated as so described pursuant to Treasury Regulations Section 1.704-1(b)(2)(iv)(i), or otherwise). For this purpose, Net Profit or Net Loss shall be determined in accordance with tax accounting principles rather than generally accepted accounting principles, and any expenses required to be capitalized and included in the Company's adjusted tax basis in any asset or which reduce the amount realized by the Company on the disposition of any asset shall be disregarded.

"Officers" means the President, the Treasurer, the Secretary, and any such other officers of the Company as shall be elected by a Majority of the Managers or by the Members in accordance with Section 2.02(a) hereof.

"Person" means any individual, general partnership, limited partnership, limited liability company, corporation, joint venture, trust, business trust, cooperative or association and the heirs, executors, administrators, legal representative, successors and assigns of such Person where the context so admits.

"Treasury Regulations" mean the Regulations promulgated by the United States Department of the Treasury under the Code, as amended.

[remainder of page left intentionally blank]

IN WITNESS WHEREOF, the undersigned have executed this Limited Liability Company Agreement as of the effective date first above written.

MANAGERS:

/s/ Eric W. Gerstenberg
Eric W. Gerstenberg,

/s/ James M. Rutledge
James M. Rutledge

/s/ William J. Geary
William J. Geary

INITIAL MEMBER:

CLEAN HARBORS LONE STAR CORP.

By: /s/ James M. Rutledge
James M. Rutledge
Executive Vice President

CLEAN HARBORS DEER PARK, LLC

SCHEDULE A

Managers:

Eric W. Gerstenberg
c/o Clean Harbors, Inc.
42 Longwater Drive
P.O. Box 9149
Norwell, MA 02061-9149

James M. Rutledge
c/o Clean Harbors, Inc.
42 Longwater Drive
P.O. Box 9149
Norwell, MA 02061-9149

William J. Geary
c/o Clean Harbors, Inc.
42 Longwater Drive
P.O. Box 9149
Norwell, MA 02061-9149

Member:

Clean Harbors Lone Star Corp.
c/o Clean Harbors, Inc.
42 Longwater Drive
P.O. Box 9149
Norwell, MA 02061-9149

Exhibit 3.24

Clean Harbors Deer Trail, LLC

CERTIFICATE OF FORMATION

Pursuant to the provisions of Section 18-201 of the Limited Liability Company Act of the State of Delaware (the "Act"), the undersigned, being duly authorized, hereby certifies and states as follows:

1. Name of the Limited Liability Company. The name of the limited liability company formed hereby is Clean Harbors Deer Trail, LLC (the "LLC").

2. Registered Agent and Office of the LLC. The name of the registered agent of the LLC in the State of Delaware is Capitol Corporate Services, Inc. and the registered office address of the registered agent for the purposes of Section 18-104 of the Act is 32 Loockerman Square, Suite 109, Dover, Kent County, Delaware 19901.

IN WITNESS WHEREOF, the undersigned hereby affirms that the facts stated herein are true, this 30th day of April, 2002.

/s/ C. Michael Malm
C. Michael Malm, Authorized Person

CLEAN HARBORS DEER TRAIL, LLC

LIMITED LIABILITY COMPANY AGREEMENT

LIMITED LIABILITY COMPANY AGREEMENT effective as of May 1, 2002, by and among Eric W. Gerstenberg, Gene A. Cookson, Stephen H. Moynihan, Roger A. Koenecke, Carl Paschetag, and William J. Geary, as Managers; and Clean Harbors Disposal Services, Inc., a Delaware corporation, as the sole Member. Certain capitalized terms used herein have the respective meanings set forth in Section 14.01 hereof.

ARTICLE I
CAPITAL CORPORATE SERVICES, INC.,
ORGANIZATION

SECTION 1.01 Formation of the Company. Clean Harbors Deer Trail, LLC (the "Company") has been formed as a limited liability company under the Delaware Limited Liability Company Act *(6 Del. C § 18-101, et seq.)*, as amended from time to time (the "Delaware Act"), through the filing of the Certificate with the Delaware Secretary of State on the effective date of this Agreement. The parties hereto agree to conduct the business of the Company in accordance with the provisions of the Act and of this Agreement.

SECTION 1.02 Name, Registered Office, and Maintenance of Books and Records. The name of the Company is "Clean Harbors Deer Trail, LLC." The initial address of the Company's registered office in Delaware is 32 Lookerman Square, Suite 109, Dover, Dent County, Delaware 19901, and its initial agent at such address for service of process is Capitol Corporate Services, Inc. The Company's books and records shall be maintained at c/o Clean Harbors, Inc., 1501 Washington Street, Braintree, Massachusetts 02184. A Majority of the Managers may change the location at which the Company's books and records shall be maintained to such other location within the United States as such Managers may determine at any time, upon written notice to the Member stating such new location. A Majority of the Managers may also change the Company's registered agent from time to time in their sole discretion.

SECTION 1.03 Purposes. The purposes and objectives of the Company are to own, lease, manage and/or operate a licensed hazardous waste facility, to provide environmental services, and to engage in any other lawful activities allowed to be conducted by a limited liability company.

SECTION 1.04 Powers. Subject to the terms of this Agreement, and consistent with the purposes stated in Section 1.03 hereof, the Company shall have the following powers: (i) to enter into all agreements and engage in all activities and transactions necessary or advisable to carry out the Company's purposes; and (ii) to have all other powers available to it as a limited liability company organized under the laws of the State of Delaware. Without limitation of the foregoing, the Company shall have the powers: to acquire and dispose of assets and other property; to act as a general partner, limited partner, manager and/or member of any other Person; negotiate, enter into, and modify agreements including, without limitation, partnership

agreements, limited liability company agreements, and leases or subleases of any real estate or personal property; to incur obligations for and in connection with its business; to borrow money and provide guarantees for the obligations of other Persons and, if required by any lender, as security therefor to mortgage, pledge and grant security interests in all or any part of the assets and other property owned by the Company; to repay, in whole or in part, refinance, consolidate, recast, increase, modify or extend any loans which may affect any of the assets and other property owned by the Company; and to execute any and all other documents and instruments and exercise all powers necessary or appropriate to carry out the business of the Company.

ARTICLE II

CONDUCT AND MANAGEMENT OF THE LLC

SECTION 2.01 Managers. Except as otherwise provided in this Agreement for actions which require or permit approval by the sole Member, the business of the Company shall be under the control of the Managers. The names and current addresses of the initial Managers are as described in Schedule A hereto. One or more substitute or additional Managers may be elected at any time in the future by the sole Member. Each of the original Managers and any such substitute or additional Managers shall serve as a Manager until either (i) his voluntary resignation as a Manager, or (ii) his removal as a Manager with or without cause at any time by a Majority of the Managers or the sole Member. The Managers shall not be required to make any Capital Contributions to the Company.

SECTION 2.02 Officers.

(a) In order to facilitate the day-to-day operation of the Company's business, the Company shall have the following Officers: a President, Senior Vice Presidents, a Treasurer and a Secretary, and any such additional Officers as a Majority of the Managers may from time to time deem appropriate. The President shall be a Manager, but none of the other Officers need be a Manager. Unless otherwise determined from time to time by a Majority of the Managers or by the sole Member, Eric W. Gerstenberg shall be the President, Steven H. Moynihan shall be a Senior Vice President and an Assistant Treasurer, Roger Koenecke shall be a Senior Vice President, Carl Paschetag shall be the Treasurer, William J. Geary shall be a Vice President and the Assistant Secretary, and C. Michael Malm shall be Secretary. Unless otherwise determined from time to time by a Majority of the Managers or the sole Member, the President shall be the chief executive officer of the LLC, the Treasurer shall be responsible for maintaining the funds and financial books and records of the LLC, and the Secretary shall be responsible for maintaining the records of actions (whether by written consent or meeting) of the Managers and of the sole Member and the other non-financial records of the LLC. Each of the Officers of the LLC may be removed (and his successors elected) at any time by a Majority of the Managers or the sole Member.

(b) Except as may otherwise be determined from time to time by a Majority of the Managers or the sole Member, the Managers hereby delegate to the President and any Senior Vice President then in office full authority to act on behalf of the LLC. Except as may otherwise be determined from time to time by a Majority of the Managers or the sole Member, each of the President and Senior Vice Presidents shall have, without further approval or consent of any of

the other Managers or the sole Member, full authority: to acquire and dispose of assets and other property on behalf of the LLC; to negotiate, enter into, execute or modify agreements on behalf of the LLC including, without limitation, partnership agreements, limited liability company agreements, and leases or subleases of any real estate or personal property; to incur obligations for and on behalf of the LLC for and in connection with its business; to borrow money and provide guarantees for the obligations of other Persons and, if required by any lender, as security therefor to mortgage, pledge and grant security interests in all or any part of the assets and other property owned by the Company; to repay, in whole or in part, refinance, consolidate, recast, increase, modify or extend any loans which may affect any of the assets and other property owned by the Company; and to execute any and all other documents and instruments and exercise all powers necessary or appropriate to carry out the business of the Company.

SECTION 2.03 Authorization.

(a) Every contract, agreement, and other instrument executed on behalf of the Company by any Manager, the President or any Senior Vice President, or by another Officer of the Company, if such execution is authorized by a Majority of the Managers, shall be conclusive evidence in favor of every person or entity relying thereon or claiming thereunder that at the time of the delivery thereof (i) the Company was in existence, (ii) this Agreement had not been terminated or canceled or amended in any manner so as to restrict such authority (except as shown in the Certificate or other instrument duly filed with the Secretary of State of the State of Delaware), and (iii) the execution and delivery of such instrument were duly authorized by the Managers and/or the sole Member to the extent required.

(b) Any person or entity dealing with the Company may always rely on a certificate signed by any Manager, the President, any Senior Vice President, the Secretary or an Assistant Secretary:

(i) as to who are the Managers, the Officers or the Member of the Company,

(ii) as to the existence or nonexistence of any fact or facts which (A) constitute conditions precedent to acts by the Company, or (B) are in any other manner germane to the affairs of the Company,

(iii) as to who is authorized to execute and deliver any instrument or document on behalf of the Company,

(iv) as to the authenticity of any copy of this Agreement and amendments thereto, or

(v) as to any act or failure to act by the Company, or as to any other matter whatsoever involving the Company or any Manager or Officer or Member of the Company.

SECTION 2.04 Actions by Managers or the Sole Member. Approval of any action by the Company which under the terms of this Agreement requires approval by a Majority of the Managers may be granted either by a written consent signed by a Majority of the Managers or by an affirmative vote of a Majority of the Managers at a meeting held for such purpose either with or without prior notice. Any Manager may participate in any such meeting by telephone if all

Managers participating in any such meeting shall be able to hear the other participating Managers. The participation of a Majority of the Managers shall constitute a quorum for all purposes. If any action is approved by a Majority of the Managers but any Manager shall not sign any written consent by which, or shall not participate in any meeting at which, such approval was granted, the Secretary of the Company shall promptly provide to such Manager following the date of such written consent or meeting a copy of such written consent or minutes of such meeting. Any action taken by the sole Member under the terms of this Agreement shall be by written consent of the sole Member.

SECTION 2.05 **Duty of Care.** The sole Member acknowledges that decisions concerning the Company's activities will involve the exercise of judgment and a risk of loss. The Managers, the Officers and their Affiliates shall not be liable to the Company or the Member for any loss suffered by the Company or the Member which arises out of any action or omission of a Manager, an Officer or any Affiliate of a Manager or an Officer, provided that (i) such Manager, Officer or Affiliate determined, in good faith, that such course of conduct was in, or not opposed to, the best interest of the Company or was otherwise permitted by this Agreement, and (ii) such course of conduct did not constitute gross negligence or willful malfeasance, a material breach of this Agreement, or an intentional violation of federal or state law by such Manager, Officer or Affiliate. The Managers, the Officers, and their Affiliates shall not be liable for the negligence, whether of omission or commission, dishonesty or bad faith of any employee, broker or other agent of the Company selected by the Managers or the Officers with reasonable care. Furthermore, the Managers, the Officers, and their Affiliates shall be entitled to indemnification by the Company to the extent provided in Article X hereof.

ARTICLE III

MEMBER

SECTION 3.01 **Name, Address, and Capital Contribution**. The name and current address of the sole Member are as described in Schedule A hereto. On and after the date of this Agreement, the Member shall make to the Company either in cash or in other tangible or intangible property such Capital Contributions as shall be determined by the Member. The Treasurer shall record the Member's Capital Contributions on the financial records of the Company.

SECTION 3.02 **Limited Liability.** In accordance with the Delaware Act, the liability of the Member to the Company and its creditors shall be limited to (i) any unpaid Capital Contribution which the Member has agreed to make to the Company; (ii) the amount of any distribution previously received from the Company which the Member may be required to return to the Company pursuant to Section 18-607(b) of the Delaware Act; and (iii) the unpaid balance of any other payments (if any) that the Member expressly is required, pursuant to this Agreement, to make to the Company.

SECTION 3.03 **No Control of Company**. Except as otherwise provided in this Agreement, the Member, in its capacity as such, shall not take part in the management or control of the affairs of the Company, or undertake any transactions on behalf of the Company, or have any power to sign for or otherwise to bind the Company.

SECTION 3.04 **Dissolution, Liquidation or Bankruptcy.** The dissolution, liquidation or bankruptcy of the Member shall not result in the termination of the Company, but the rights of the Member under this Agreement shall accrue to the Member's successors, estate or legal representatives. Except as expressly provided in this Agreement, no other event affecting the Member (including but not limited to insolvency) shall affect this Agreement.

ARTICLE IV

EXPENSES AND COMPENSATION

SECTION 4.01 **No Management Fee.** The Company shall not be obligated to pay to the Managers (or any Affiliate of the Managers) any management fee or similar compensation. However, the Managers shall be entitled to receive compensation from the Member and its Affiliates in the Managers' respective capacities as officers and employees of the Member and its Affiliates.

SECTION 4.02 **Expenses.** The Company shall be responsible for the payment from its own funds of all of the Company's expenses.

ARTICLE V

DISTRIBUTIONS

SECTION 5.01 **Amount, Timing and Form.** The Managers shall determine in their discretion the amount, timing and form of all distributions of Distributable Cash to be made by the Company to the sole Member.

ARTICLE VI

TAX ALLOCATIONS

SECTION 6.01 **Allocations of Net Profit or Net Loss.** As described in Articles II, III and V above, the sole Member shall be responsible for all Capital Contributions to the Company, and the Company shall make all distributions to the Member. All distributions of Net Profit or Net Loss by the Company will accordingly be made to the Member. The Company shall therefore be treated for U.S. federal income tax purposes as a "disregarded entity" of which all of the beneficial interests are held by the sole Member.

ARTICLE VII

DURATION OF THE COMPANY

SECTION 7.01 **Term of Company.** The term of the Company commenced on the filing of the Certificate with the Delaware Secretary of State and shall continue until the date on which the Company is dissolved as provided in Sections 7.02 or 7.03 or by operation of law.

SECTION 7.02 **Dissolution Upon Sale of Assets**. The Company shall be dissolved in the event of the sale or distribution by the Company of all or substantially all of the assets of the Company.

SECTION 7.03 **Dissolution by Written Consent of Member.** The sole Member may dissolve the Company at any time by written consent executed by the Member and a copy of which shall be provided to the Managers.

ARTICLE VIII

LIQUIDATION OF THE COMPANY

SECTION 8.01 **General Provisions.** Following the dissolution of the Company in accordance with Article VII hereof, the Company's assets shall be liquidated in an orderly manner. The Managers (or, at the Managers' election, another Person selected by a Majority of the Managers) shall be the liquidator to wind up the affairs of the Company pursuant to this Agreement.

SECTION 8.02 **Liquidating Distributions.** The liquidator shall pay or provide for the satisfaction of the Company's liabilities and obligations to creditors. Any Net Profit or Net Loss realized in connection with the liquidation of the Company shall be allocated to the Member pursuant to Article VI hereof, and the remaining assets of the Company shall then be distributed to the Member. In performing its duties, the liquidator is authorized to sell, exchange or otherwise dispose of the assets of the Company in such reasonable manner as the liquidator shall determine to be in the best interest of the Company and the Member.

SECTION 8.03 **Expenses of Liquidator.** The expenses incurred by the liquidator in connection with winding up the Company, and all other losses or liabilities of the Company incurred in accordance with the terms of this Agreement, shall be borne by the Company.

SECTION 8.04 **Duration of Liquidation.** A reasonable time shall be allowed for the winding up of the affairs of the Company in order to minimize any losses otherwise associated with such a winding up.

SECTION 8.05 **Duty of Care.** The liquidator shall not be liable to the Company or the Member for any loss attributable to any act or omission of the liquidator in good faith and in a manner such liquidator reasonably believed to be in, or not opposed to, the best interests of the Company in connection with the liquidation of the Company and distribution of its assets and provided that such act or omission did not constitute gross negligence, willful misconduct or a material breach of this Agreement. The liquidator may consult with counsel, investment banking firms, consultants and accountants with respect to liquidating the Company and distributing its assets and may act or omit to act in accordance with the advice of such counsel, investment banking firms, consultants or accountants, provided they shall have been selected with reasonable care.

SECTION 8.06 **No Liability for Return of Capital.** The liquidator(s), the Managers and their respective officers, directors, agents and Affiliates shall not be personally liable for the return of the Capital Contribution of the Member to the Company.

ARTICLE IX

TRANSFER OF INTERESTS

SECTION 9.01 Limitation on Transfer of Rights and Obligations of Managers. The Managers shall not assign, pledge, mortgage, hypothecate, sell or otherwise dispose of or encumber all or any part of their rights or obligations under this Agreement without the prior written consent of the Member.

SECTION 9.02 Transfer of Member Interests. Except as may otherwise be required to comply with applicable federal and state laws, the sole Member shall have the right to transfer all or any part of its interests in the Company by delivery to the Company of an assignment in writing duly executed by the Member.

ARTICLE X

INDEMNIFICATION

SECTION 10.01 General Provisions.

(a) Subject to the limitations set forth below in this Article X, each of the Managers, the Officers, the Affiliates of the Managers and the Officers, and the liquidator (if any), (each such Person being referred to hereafter as an "Indemnitee"), shall be indemnified by the Company (but only out of Company assets, including the proceeds of liability insurance) against any claim, demand, controversy, dispute, cost, loss, damage, expense (including attorneys' fees), judgment and/or liability incurred by or imposed upon the Indemnitee in connection with any action, suit or proceeding (including any proceeding before any administrative or legislative body or agency), to which the Indemnitee shall become a party or shall be threatened to become a party, by reason of the Indemnitee's being at the time the cause of action arose or thereafter, a Manager, an Officer, an Affiliate of a Manager or an Officer,, a liquidator (if any), or a director, officer, member, partner, employee, consultant or other agent of any other organization in which the Company owns an interest, which other organization the Indemnitee serves or has served as director, officer, manager, member, partner, employee, consultant or other agent at the request of the Company (whether or not the Indemnitee continues to serve in such capacity at the time such action, suit or proceeding is brought or threatened). Each Indemnitee may be entitled to such indemnification notwithstanding that the Company has sold, assigned, distributed or otherwise transferred its investment in such other organization prior to the time that such action, suit or proceeding is brought or threatened.

(b) The Indemnitee shall not be indemnified with respect to matters as to which the Indemnitee shall have been finally adjudicated in any such action, suit or proceeding (i) not to have acted in good faith and in the reasonable belief that the Indemnitee's action was in accordance with such Person's obligations to the Company or to have acted with gross negligence or a willful disregard of his duties, or in breach of his fiduciary obligations, or (ii) with respect to any criminal action or proceeding, not to have had cause to believe beyond any reasonable doubt the Indemnitee's conduct was criminal. In the event of settlement of any action, suit or proceeding brought or threatened, the indemnification provided for in this Article X shall

apply to all matters covered by the settlement except for matters as to which the Company is advised by counsel (who may be counsel regularly retained to represent the Company) that the Person seeking indemnification, in the opinion of such counsel, did not act in good faith or acted with gross negligence or a willful disregard of such Person's duties, or in breach of such Person's fiduciary obligations, or, with respect to any criminal action or proceeding, that the Person seeking indemnification had reasonable cause to believe such Person's conduct was criminal.

(c) The right of indemnification provided for in this Article X shall be in addition to any rights to which any Indemnitee may otherwise be entitled and shall inure to the benefit of the executors, administrators, personal representatives, successors or assigns of each such Indemnitee. Such Indemnitee shall first use reasonable efforts to pursue other readily available sources of indemnification before pursuing a claim for indemnification against the Company under this Article X.

SECTION 10.02 Advance Payment of Expenses. The Company shall pay the expenses incurred by an Indemnitee in defending a civil or criminal action, suit or proceeding, or in opposing any claim arising in connection with any potential or threatened civil or criminal action, suit or proceeding, in advance of the final disposition of such action, suit or proceeding, upon receipt of an undertaking by such Indemnitee satisfactory to the Managers to repay such payment if he shall be determined to be not entitled to indemnification therefor as provided herein; provided, however, that in such instance the Indemnitee is not commencing an action, suit, or proceeding against the Company, or defending an action, suit or proceeding commenced against the Indemnitee by the Company, or opposing a claim by the Company arising in connection with any such potential or threatened action, suit or proceeding.

SECTION 10.03 Insurance. At its election, the Managers may cause the Company to purchase and maintain insurance, at the expense of the Company and to the extent available, for the protection of the Managers, the Officers, the Affiliates of the Managers and the Officers, any liquidator, and the directors, officers, employees, consultants or other agents of any such Person, against any liability incurred by any such Person in any such capacity or arising out of his status as such, whether or not the Company has the power to indemnify such Person against such liability. The Managers may also cause the Company to purchase and maintain insurance for the protection of any officer, director, employee, consultant or other agent of any other organization in which the Company owns an interest or of which the Company is a creditor against similar liabilities, whether or not the Company has the power to indemnify any such Person against such liabilities.

ARTICLE XI

ACCOUNTING; RECORDS AND REPORTS

SECTION 11.01 Fiscal Year. The fiscal year of the Company shall be the calendar year, or such other year as required by the Code.

SECTION 11.02 Keeping of Accounts and Records. At all times the Managers shall cause to be kept proper and complete books of account, in which shall be entered fully and

accurately the transactions of the Company. Such books of account, together with (i) an executed copy of this Agreement (and any amendments hereto); (ii) the Certificate of the Company (and any amendments thereto); (iii) executed copies of any powers of attorney pursuant to which any of the aforesaid documents has been executed; and (iv) financial statements of the Company for each of the prior three years, shall at all times be maintained at the location specified in Section 1.02 hereof.

SECTION 11.03 **Inspection Rights.** Until the liquidation of the Company has been completed, the Member may examine the Company's books, records, accounts and assets, including bank balances, and may make, or cause to be made, any audit thereof at the Company's expense.

SECTION 11.04 **Reports.** The Managers shall prepare and transmit to the Member at the Company's expense such financial and other reports as shall be determined from time to time by the Member.

ARTICLE XII

WAIVER AND AMENDMENT

SECTION 12.01 **Waiver and Amendment.** Except for any waiver or amendment of the provisions of Sections 2.5 and 10.01 through 10.03 hereof which would adversely affect any Manager (or any Affiliate of a Manager), the terms and provisions of this Agreement may be waived, modified, terminated or amended at any time by the sole Member. The sole Member shall not waive or amend any provision of Sections 2.05 or 10.01 through 10.03 hereof in such a manner as would adversely affect any Manager (or any Affiliate of a Manager) without the written consent of such Manager.

ARTICLE XIII

GENERAL PROVISIONS

SECTION 13.01 **Notices.** Except where otherwise specifically provided in this Agreement, all notices, requests, consents, approvals and statements shall be in writing and shall be deemed to have been properly given by (i) personal delivery, (ii) first class mail, postage prepaid, (iii) electronic facsimile transmission, or (iv) courier service, addressed in each case: if to the Company, at the address where the Company's books and records are maintained as specified in Section 1.02 hereof; if to a Manager, at such Manager's address set forth in Schedule A; and if to the Member, to the Member's address set forth in Schedule A, or, in each case, to such other address or addresses (and/or by e-mail or other manner of delivery) as the addressee may have specified by written notice as aforesaid.

SECTION 13.02 **Binding on Successors**. This Agreement shall be binding upon and inure to the benefit of the respective heirs, successors, assigns and legal representatives of the parties hereto.

SECTION 13.03 **Counterparts.** This Agreement or any amendment hereto may be signed in any number of counterparts, each of which shall be an original, but all of which taken together shall constitute one agreement (or amendment, as the case may be).

SECTION 13.04 **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware.

SECTION 13.05 **Construction.** Whenever the content of this Agreement permits, the masculine gender shall include the feminine and neuter genders, and reference to singular or plural shall be interchangeable with the other. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the other provisions, and this Agreement shall be construed and reformed in all respects as if any such invalid or unenforceable provision(s) were omitted in order to give effect to the intent and purposes of this Agreement. References in this Agreement to particular sections of the Code or the Delaware Act shall be deemed to refer to such sections or provisions of the Code or the Delaware Act (or any successor legislation) as they may be amended after the date of this Agreement.

ARTICLE XIV

CERTAIN DEFINITIONS

SECTION 14.01 **Certain Definitions**. For purposes of this Agreement, the following terms have the respective meanings set forth below:

"Affiliate " means, with respect to the Person to which it refers, a Person that either (i) directly or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with, such Person or (ii) is the successor or assign to such Person.

"Agreement" means this Limited Liability Company Agreement, as it may be subsequently amended or restated in accordance with its terms.

"Capital Contribution " means the aggregate amount of cash or other property contributed by the Member to the Company pursuant to this Agreement.

"Certificate " means the certificate of formation of the Company and any amendments or restatements thereof as filed with the Delaware Secretary of State under the Delaware Act.

"Code " means the United States Internal Revenue Code of 1986 and the rules and regulations promulgated thereunder, as amended from time to time, or any successor statute thereto.

"Delaware Act" means the Delaware Limited Liability Company Act, as amended from time to time.

"Distributable Cash " means all cash of the Company that the Managers determine is available for distribution to the Member after the payment or

provision for payment by the Company of all expenses incurred by the Company and in collecting any amounts then owed to the Company and so attributable.

“Indemnitee “ shall have the meaning set forth in Section 10.01.

“Majority of the Managers” means (i) at least four of the Managers if there are then six Managers, (ii) at least three of the Managers if there are then five or four Managers, (iii) at least two of the Managers if there are then three Managers, and (ii) both of the Managers if there are then only two Managers.

“Manager” means each of the Persons then serving as a Manager of the Company in accordance to Section 2.01 hereof, in his capacity as a Manager of the LLC.

“Member” means Clean Harbors Disposal Services, Inc., a Delaware corporation.

“Net Profit” or “Net Loss “ means, with respect to any fiscal year, the sum of the Company’s: (a) net profit or loss as determined in accordance with the Code and the Regulations thereunder, and (b) any income exempt from federal income tax, after deduction of all expenses properly chargeable to the Company for such fiscal year (whether deductible or non-deductible and whether described in Section 705(a)(2)(B) of the Code, treated as so described pursuant to Treasury Regulations Section 1.704-1(b)(2)(iv)(i), or otherwise). For this purpose, Net Profit or Net Loss shall be determined in accordance with tax accounting principles rather than generally accepted accounting principles, and any expenses required to be capitalized and included in the Company’s adjusted tax basis in any asset or which reduce the amount realized by the Company on the disposition of any asset shall be disregarded.

“Officers” means the President, the Senior Vice President, the Treasurer, the Secretary, and any such other officers of the Company as shall be elected by a Majority of the Managers or the sole Member in accordance with Section 2.02(a) hereof.

“Person “ means any individual, general partnership, limited partnership, limited liability company, corporation, joint venture, trust, business trust, cooperative or association and the heirs, executors, administrators, legal representative, successors and assigns of such Person where the context so admits.

“Treasury Regulations” mean the Regulations promulgated by the United States Department of the Treasury under the Code, as amended.

IN WITNESS WHEREOF, the undersigned have executed this Limited Liability Company Agreement as of the effective date first above written.

MANAGERS:

/s/ Eric W. Gerstenberg
Eric W. Gerstenberg

/s/ Gene A. Cookson
Gene A. Cookson

/s/ Stephen H. Moynihan
Stephen H. Moynihan

/s/ Roger A. Koenecke
Roger A. Koenecke

/s/ Carl Paschetag
Carl Paschetag

/s/ William J. Geary
William J. Geary

MEMBER:

CLEAN HARBORS DISPOSAL SERVICES, INC.

By: /s/ Stephen H. Moynihan
Stephen H. Moynihan
Senior Vice President

CLEAN HARBORS DEER TRAIL, LLC

SCHEDULE A

Name and Address

Managers:

Eric W. Gerstenberg
c/o Clean Harbors, Inc.
1501 Washington Street
Braintree, MA 02184

Gene A. Cookson
c/o Clean Harbors, Inc.
1501 Washington Street
Braintree, MA 02184

Stephen H. Moynihan
c/o Clean Harbors, Inc.
1501 Washington Street
Braintree, MA 02184

Roger A. Koenecke
c/o Clean Harbors, Inc.
1501 Washington Street
Braintree, MA 02184

Carl Paschetag
c/o Clean Harbors, Inc.
1501 Washington Street
Braintree, MA 02184

William J. Geary
c/o Clean Harbors, Inc.
1501 Washington Street
Braintree, MA 02184

Sole Member:

Clean Harbors Disposal Services, Inc.
1501 Washington Street
Braintree, MA 02184

Exhibit 3.25

STATE of DELAWARE

LIMITED LIABILITY COMPANY

CERTIFICATE of FORMATION

First: The name of the limited liability company is Clean Harbors Development, LLC.

Second: The address of its registered office in the State of Delaware is 1209 Orange Street in the City of Wilmington Zip code 19801. The name of its Registered agent at such address is The Corporation Trust Company.

Third: (Use this paragraph only if the company is to have a specific effective date of dissolution: "The latest date on which the limited liability company is to dissolve is .")

Fourth: (Insert any other matters the members determine to include herein.)

In Witness Whereof, the undersigned have executed this Certificate of Formation this 18th day of March, 2008.

By: /s/ C. Michael Malm
C. Michael Malm

CLEAN HARBORS DEVELOPMENT, LLC

LIMITED LIABILITY COMPANY AGREEMENT

LIMITED LIABILITY COMPANY AGREEMENT made this March 18, 2008 and effective as of the Effective Date, by and among **William J. Geary, Eric W. Gerstenberg, Alan S. McKim, and James M. Rutledge**, as Managers; and **Clean Harbors, Inc**., a Massachusetts corporation, as the sole Initial Member. Certain capitalized terms used herein have the respective meanings set forth in Section 14.01 hereof.

ARTICLE I
ORGANIZATION

SECTION 1.01 Formation of the Company. Clean Harbors Development, LLC (the "Company") is formed as a limited liability company under the Delaware Limited Liability Company Act *(6 Del. C § 18-101, et seq.)*, as amended from time to time (the "Delaware Act"), through the filing of the Certificate with the Delaware Secretary of State on the Effective Date of this Agreement. The parties hereto agree to conduct the business of the Company in accordance with the provisions of the Delaware Act and of this Agreement.

SECTION 1.02 Name, Registered Office, and Maintenance of Books and Records. The name of the Company is "Clean Harbors Development, LLC." The initial address of the Company's registered office in Delaware is 32 Lookerman Square, Suite 109, Dover, Dent County, Delaware 19901, and its initial agent at such address for service of process is Capitol Corporate Services, Inc. The Company's books and records shall be maintained at c/o Davis, Malm & D'Agostine, P.C., One Boston Place, 37th Floor, Boston, Massachusetts 02108. A Majority of the Managers may change the location at which the Company's books and records shall be maintained to such other location within the United States as such Managers may determine at any time, upon written notice to the Members stating such new location. A Majority of the Managers may also change the Company's registered agent from time to time in their sole discretion.

SECTION 1.03 Purposes. The purposes and objectives of the Company are (a) to buy, own, sell, lease, manage, operate, improve, develop and otherwise deal in real property, and (b) to engage in any other lawful activities allowed to be conducted by a limited liability company under the Delaware Act.

SECTION 1.04 Powers. Subject to the terms of this Agreement, and consistent with the purposes stated in Section 1.03 hereof, the Company shall have the following powers: (i) to enter into all agreements and engage in all activities and transactions necessary or advisable to carry out the Company's purposes; and (ii) to have all other powers available to it as a limited liability company organized under the laws of the State of Delaware. Without limitation of the foregoing, the Company shall have the powers: to acquire and dispose of assets and other property; to act as a general partner, limited partner, manager and/or member of any other Person; negotiate, enter into, and modify agreements including, without limitation, partnership agreements, limited liability company agreements, and leases or subleases of any real estate or personal property; to incur obligations for and in connection with its business; to borrow money

and provide guarantees for the obligations of other Persons and, if required by any lender, as security therefor to mortgage, pledge and grant security interests in all or any part of the assets and other property owned by the Company; to repay, in whole or in part, refinance, consolidate, recast, increase, modify or extend any loans which may affect any of the assets and other property owned by the Company; and to execute any and all other documents and instruments and exercise all powers necessary or appropriate to carry out the business of the Company.

ARTICLE II

CONDUCT AND MANAGEMENT OF THE COMPANY

SECTION 2.01 Managers. Except as otherwise provided in this Agreement, the business of the Company shall be conducted by and under the control of the Managers. The names and current addresses of the initial Managers are as described in Schedule A hereto. One or more substitute or additional Managers may be elected at any time in the future by the Members. Each of the original Managers and any such substitute or additional Managers shall serve as a Manager until either (i) his voluntary resignation as a Manager, or (ii) his removal as a Manager with or without cause at any time by a Majority of the Managers or by the Members. The Managers shall not be required to make any Capital Contributions to the Company.

SECTION 2.02 Officers.

(a) In order to facilitate the day-to-day operation of the Company's business, the Company shall have the following Officers: a President, a Vice President, a Treasurer and a Secretary, and any such additional Officers as a Majority of the Managers may from time to time deem appropriate. The President shall be a Manager, but none of the other Officers need be a Manager. Unless otherwise determined from time to time by a Majority of the Managers or by the Members, the President shall be the chief executive officer of the Company, the Treasurer shall be responsible for maintaining the funds and financial books and records of the Company, and the Secretary shall be responsible for maintaining the records of actions (whether by written consent or meeting) of the Managers and of the Members and the other non-financial records of the Company.

(b) Unless otherwise determined from time to time by a Majority of the Managers or by the Members, **William J. Geary** shall be President, **James M. Rutledge** shall be Executive Vice President, **Janet Frick** shall be Vice President and Treasurer, and **C. Michael Malm** shall be Secretary.

(c) Each of the Officers of the Company may be removed (and his successors elected) at any time by a Majority of the Managers or by the Members.

(d) Except as may otherwise be determined from time to time by a Majority of the Managers or by the Members, the Managers hereby delegate to the President then in office full authority to act on behalf of the Company. Except as may otherwise be determined from time to time by a Majority of the Managers or the Members, the President shall have, without further approval or consent of any of the other Managers or the Members, full authority: to acquire and dispose of assets and other property on behalf of the Company; to negotiate, enter into, execute or modify agreements on behalf of the Company including, without limitation, partnership agreements, limited liability

company agreements, and leases or subleases of any real estate or personal property; to incur obligations for and on behalf of the Company for and in connection with its business; to borrow money and provide guarantees for the obligations of other Persons and, if required by any lender, as security therefor to mortgage, pledge and grant security interests in all or any part of the assets and other property owned by the Company; to repay, in whole or in part, refinance, consolidate, recast, increase, modify or extend any loans which may affect any of the assets and other property owned by the Company; and to execute any and all other documents and instruments and exercise all powers necessary or appropriate to carry out the business of the Company.

SECTION 2.03 Authorization.

(a) Every contract, agreement, and other instrument executed on behalf of the Company by any Manager, or by the President, or (if such execution is authorized by a Majority of the Managers) by any other Officer of the Company, shall be conclusive evidence in favor of every Person relying thereon or claiming thereunder that at the time of the delivery thereof (i) the Company was in existence, (ii) this Agreement had not been terminated or canceled or amended in any manner so as to restrict such authority (except as shown in the Certificate or other instrument duly filed with the Secretary of State of the State of Delaware), and (iii) the execution and delivery of such instrument were duly authorized by the Managers and/or the Members to the extent required.

(b) Any person or entity dealing with the Company may always rely on a certificate signed by any Manager, the President, any Senior Vice President, the Secretary or an Assistant Secretary:

(i) as to who are the Managers, the Officers or the Member of the Company,

(ii) as to the existence or nonexistence of any fact or facts which (A) constitute conditions precedent to acts by the Company, or (B) are in any other manner germane to the affairs of the Company,

(iii) as to who is authorized to execute and deliver any instrument or document on behalf of the Company,

(iv) as to the authenticity of any copy of this Agreement and amendments thereto, or

(v) as to any act or failure to act by the Company, or as to any other matter whatsoever involving the Company or any Manager or Officer or Member of the Company.

SECTION 2.04 Actions by Managers. Approval of any action by the Company which under the terms of this Agreement requires approval by a Majority of the Managers may be granted either by a written consent signed by a Majority of the Managers or by an affirmative vote of a Majority of the Managers at a meeting held for such purpose either with or without prior notice. Any Manager may participate in any such meeting by telephone if all Managers

participating in any such meeting shall be able to hear the other participating Managers. The participation of a Majority of the Managers shall constitute a quorum for all purposes. If any action is approved by a Majority of the Managers but any Manager shall not sign any written consent by which, or shall not participate in any meeting at which, such approval was granted, the Secretary of the Company shall promptly provide to such Manager following the date of such written consent or meeting a copy of such written consent or minutes of such meeting.

SECTION 2.05 **Actions by Members.** Approval of any action by the Company which under the terms of this Agreement requires approval by the Members may be granted by the written consent of Members holding more than fifty percent (50%) of the capital interests in the Company.

SECTION 2.06 **Duty of Care.** The Members each acknowledge that decisions concerning the Company's activities will involve the exercise of judgment and a risk of loss. The Managers, the Officers and their Affiliates shall not be liable to the Company or to the Members for any loss suffered by the Company or by the Members which arises out of any action or omission of a Manager, an Officer or any Affiliate of a Manager or an Officer, provided that (i) such Manager, Officer or Affiliate determined, in good faith, that such course of conduct was in, or not opposed to, the best interest of the Company or was otherwise permitted by this Agreement, and (ii) such course of conduct did not constitute gross negligence or willful malfeasance, a material breach of this Agreement, or an intentional violation of federal or state law by such Manager, Officer or Affiliate. The Managers, the Officers, and their Affiliates shall not be liable for the negligence, whether of omission or commission, dishonesty or bad faith of any employee, broker or other agent of the Company selected by the Managers or the Officers with reasonable care. Furthermore, the Managers, the Officers, and their Affiliates shall be entitled to indemnification by the Company to the extent provided in Article X hereof.

ARTICLE III

MEMBERS

SECTION 3.01 **Name, Address, and Capital Contribution**. The name and current address of the Initial Member is as described in Schedule A hereto. On and after the date of this Agreement, the Initial Member shall make to the Company either in cash or in other tangible or intangible property such Capital Contributions as shall be determined by the Initial Member, and other substitute or additional Members may make such additional Capital Contributions as may be agreed. The Treasurer shall record each Member's Capital Contributions on the financial records of the Company.

SECTION 3.02 **Limited Liability.** In accordance with the Delaware Act, the liability of the Members to the Company and its creditors shall be limited to (i) any unpaid Capital Contribution which the Member has agreed to make to the Company; (ii) the amount of any distribution previously received from the Company which the Members may be required to return to the Company pursuant to Section 18-607(b) of the Delaware Act; and (iii) the unpaid balance of other payments (if any) that the Members expressly are required, pursuant to this Agreement, to make to the Company.

SECTION 3.03 **No Control of Company**. Except as otherwise provided in this Agreement, the Members, in their capacity as such, shall not take part in the management or control of the affairs of the Company, or undertake any transactions on behalf of the Company, or have any power to sign for or otherwise to bind the Company.

SECTION 3.04 **Dissolution, Liquidation or Bankruptcy.** The dissolution, liquidation or bankruptcy of any Member shall not result in the termination of the Company, but the rights of the Members under this Agreement shall accrue to the Members' successors, estate or legal representatives. Except as expressly provided in this Agreement, no other event affecting the Members (including but not limited to insolvency) shall affect this Agreement.

ARTICLE IV

EXPENSES AND COMPENSATION

SECTION 4.01 **Management Fee.** Unless otherwise agreed by a Majority of the Managers or the Members, the Company shall not be obligated to pay to any Manager (or to any Affiliate of any Manager) any fee or compensation for personal services rendered as Manager. Notwithstanding the foregoing sentence, any Manager may receive fees or compensation directly from any Member (or its Affiliates) in such Manager's capacity as an officer or employee of such Member or Affiliate.

SECTION 4.02 **Expenses.** The Company shall be responsible for the payment from its own funds of all of the Company's expenses.

ARTICLE V

DISTRIBUTIONS

SECTION 5.01 **Amount, Timing and Form.** The Managers shall determine in their discretion the amount, timing and form of all distributions of Distributable Cash to be made by the Company to the Members.

ARTICLE VI

ALLOCATIONS AND DISTRIBUTIONS

SECTION 6.01 **Allocations and Distributions of Profit or Loss.** The Company shall make distributions of profits or losses to the Members, and shall allocate such profits or losses for all tax purposes, solely in accordance with the provisions contained in this Article VI.

SECTION 6.02 **Tax Classification**. For such periods that the Company has more than one Member, it shall elect for U.S. federal income tax purposes to be treated as a partnership. For such periods that it has only one Member, the Company shall be treated for U.S. federal income tax purposes as a "disregarded entity" of which all of the beneficial interests are held by the sole Member.

SECTION 6.03 **Tax Allocations**. Except as provided in Section 6.04 (which shall be applied first), Net Profits and Net Losses of the Company for any relevant period shall be allocated as described in this Section 6.03.

(a) Net Profits of the Company for any relevant period shall be allocated as follows:

(i) First, to any Members having negative Adjusted Capital Account balances, in proportion to and to the extent of such negative balances; and

(ii) The balance, if any, to the Members in such proportions and in such amounts as would result in the Adjusted Capital Account balance of each Member equaling, as nearly as possible, such Member's share of the then Company Capital.

(b) Net Losses of the Company for any relevant period shall be allocated among the Members as follows:

(i) First, to each Member with a positive Adjusted Capital Account balance, in the amount of such positive balance; provided, however, that if the amount of Net Losses to be allocated is less than the sum of the Adjusted Capital Account balances of all Members having positive Adjusted Capital Account balances, then the Net Losses shall be allocated to the Members in such proportions and in such amounts as would result in the Adjusted Capital Account balance of each Member equaling, as nearly as possible, such Member's share of the then Company Capital; and

(ii) The balance, if any, to the Members in proportion to their respective holdings of Shares.

(c) If the amount of Net Profits or Net Losses allocable to the Members pursuant to this Section 6.03 is insufficient to allow the Adjusted Capital Account balance of each Member to equal such Member's share of the Company Capital, such Net Profits or Net Losses shall be allocated among the Members in such a manner as to decrease the differences between the Members' respective Adjusted Capital Account balances and their respective shares of the Company Capital in proportion to such differences.

(d) Allocations of Net Profits and Net Losses provided for above shall generally be made as of the end of the fiscal year of the Company.

SECTION 6.04 **Regulatory Allocations**. Notwithstanding the provisions of Section 6.03 above, the following allocations of Net Profits, Net Losses and items thereof shall be made in the following order of priority:

(a) Items of income or gain for any taxable period shall be allocated to the Members in the manner and to the minimum extent required by the "minimum gain

chargeback" provisions of Treasury Regulation Section 1.704-2(f) and Treasury Regulation Section 1.704-2(i)(4).

(b) All "nonrecourse deductions" (as defined in Treasury Regulation Section 1.704-2(b)(1)) of the Company for any year shall be allocated to the Members in the same manner as Net Profits or Net Losses; provided, however, that nonrecourse deductions attributable to "partner nonrecourse debt" (as defined in Treasury Regulation Section 1.704-2(b)(4)) shall be allocated to the Members in accordance with the provisions of Treasury Regulation Section 1.704-2(i)(1).

(c) Items of income or gain for any taxable period shall be allocated to the Members in the manner and to the extent required by the "qualified income offset" provisions of Treasury Regulation Section 1.704-1(b)(2)(ii)(d).

(d) In no event shall Net Losses of the Company be allocated to a Member if such allocation would cause or increase a negative balance in such Member's Adjusted Capital Account (determined, for purposes of this Section 6.04 only, by increasing the Member's Capital Account balance by the amount the Member is obligated to restore to the Company pursuant to Treasury Regulation Section 1.704-1(b)(2)(ii)(c)).

(e) If items of income, gain, loss or deduction are allocated to one or more Members pursuant to any of paragraphs (a), (b), (c) or (d) of this Section 6.04 (the "Original Allocation"), then subsequent items of income, gain, loss or deduction will first be allocated (subject to the provisions of this Section 6.04) to the Members in a manner designed to result in each Member having a Capital Account balance equal to what it would have been had the Original Allocation not occurred; provided, however, that no such allocation shall be made pursuant to this paragraph (e) if either

(i) the Original Allocation had the effect of offsetting a prior Original Allocation or

(ii) the Original Allocation likely (in the opinion of the Company's professional advisors) will be offset by another Original Allocation in the future (*e.g*., an Original Allocation of "nonrecourse deductions" under (b) above that likely will be offset by a subsequent "minimum gain chargeback" under (a) above).

(f) Except as otherwise provided herein or as required by Code Section 704, for tax purposes, all items of income, gain, loss, deduction or credit shall be allocated to the Members in the same manner as are Net Profits and Net Losses; provided, however, that if the Carrying Value of any property of the Company differs from its adjusted basis for tax purposes, then items of income, gain, loss, deduction or credit related to such property for tax purposes shall be allocated among the Members so as to take account of the variation between the adjusted basis of the property for tax purposes and its Carrying Value in the manner provided for under Code Section 704(c).

SECTION 6.05 **Allocations Upon Transfer or Admission**. In the event that a Member acquires a capital interest in the Company either by transfer from another Member or by acquisition from the Company, the Net Profits, Net Losses, gross income, nonrecourse deductions and items thereof attributable to the interest so transferred or acquired shall be

allocated among the Members based on a method chosen by the Managers, in their sole discretion, which method shall comply with Section 706 of the Code and shall be binding on all Members. For purposes of determining the date on which the acquisition occurs, the Company may make use of any convention allowable under Section 706(d) of the Code.

SECTION 6.06 **Financial Reports**. The Company shall prepare or cause to be prepared and provide to the Members, at the Company's expense, not later than 90 days after the end of each fiscal year of the Company, such information as is necessary to complete federal and state income tax or information returns.

SECTION 6.07 **Tax Matters Partner**. Whenever the Company has more than one Member, the Managers shall select and appoint a Member to serve as the "Tax Matters Partner" of the Company under Code Section 6231(a)(7) and to manage administrative tax proceedings conducted at the Company level. The Tax Matters Partner shall make any necessary elections and take any other necessary steps required by applicable law for the Company to be treated as a partnership for United States federal, state, and local income tax purposes.

ARTICLE VII

DURATION OF THE COMPANY

SECTION 7.01 **Term of Company.** The term of the Company commences on the Effective Date and shall continue until the date on which the Company is dissolved as provided in Sections 7.02 or 7.03, or is dissolved by operation of law.

SECTION 7.02 **Dissolution Upon Sale of Assets**. The Company shall be dissolved in the event of the sale or distribution by the Company of all or substantially all of the assets of the Company.

SECTION 7.03 **Dissolution by Written Consent of Members.** The Members may dissolve the Company at any time by written consent executed by the Members, a copy of which shall be provided to the Managers.

ARTICLE VIII

LIQUIDATION OF THE COMPANY

SECTION 8.01 **General Provisions.** Following the dissolution of the Company in accordance with Article VII hereof, the Company's assets shall be liquidated in an orderly manner. The Managers (or, at the Managers' election, another Person selected by a Majority of the Managers) shall be the liquidator to wind up the affairs of the Company pursuant to this Agreement.

SECTION 8.02 **Liquidating Distributions.** The liquidator shall pay or provide for the satisfaction of the Company's liabilities and obligations to creditors. Any Net Profit or Net Loss realized in connection with the liquidation of the Company shall be allocated to the Members pursuant to Article VI hereof, and the remaining assets of the Company shall then be distributed

to the Members in accordance with their Capital Accounts. In performing its duties, the liquidator is authorized to sell, exchange or otherwise dispose of the assets of the Company in such reasonable manner as the liquidator shall determine to be in the best interest of the Company and the Members.

SECTION 8.03 **Expenses of Liquidator.** The expenses incurred by the liquidator in connection with winding up the Company, and all other losses or liabilities of the Company incurred in accordance with the terms of this Agreement, shall be borne by the Company.

SECTION 8.04 **Duration of Liquidation.** A reasonable time shall be allowed for the winding up of the affairs of the Company in order to minimize any losses otherwise associated with such a winding up.

SECTION 8.05 **Duty of Care.** The liquidator shall not be liable to the Company or the Members for any loss attributable to any act or omission of the liquidator in good faith and in a manner such liquidator reasonably believed to be in, or not opposed to, the best interests of the Company in connection with the liquidation of the Company and distribution of its assets and provided that such act or omission did not constitute gross negligence, willful misconduct or a material breach of this Agreement. The liquidator may consult with counsel, investment banking firms, consultants and accountants with respect to liquidating the Company and distributing its assets and may act or omit to act in accordance with the advice of such counsel, investment banking firms, consultants or accountants, provided they shall have been selected with reasonable care.

SECTION 8.06 **No Liability for Return of Capital.** The liquidator(s), the Managers and their respective officers, directors, agents and Affiliates shall not be personally liable for the return of the Capital Contribution of the Members to the Company.

ARTICLE IX

TRANSFER OF INTERESTS

SECTION 9.01 **Limitation on Transfer of Rights and Obligations of Managers.** The Managers shall not assign, pledge, mortgage, hypothecate, sell or otherwise dispose of or encumber all or any part of their rights or obligations under this Agreement without the prior written consent of the Members.

SECTION 9.02 **Transfer of Member Interests**. Except as may otherwise be required to comply with applicable federal and state laws, the Members shall have the right to transfer all or any part of their interests in the Company by delivery to the Company of an assignment in writing duly executed by the transferring Member.

SECTION 9.03 **Transfer of Profits Interests**. With the consent of a Majority of the Managers, the Company may grant any Person a percentage interest in the future Net Profits and Net Losses of the Company (a “Profits Interest”) whether for a fixed term or indefinitely, *provided* that (i) the grant does not include any capital interest in the Company or any right to share in the proceeds of the Company’s liquidation under Article VIII, and *provided further* that (ii) such grant is made in exchange for property or services afforded to the Company that are of

equivalent value to the Profits Interest granted, as the Managers may determine in their sole and absolute discretion. The grant of any Profits Interest shall not cause the transferee of such Profits Interest to become a Member.

ARTICLE X

INDEMNIFICATION

SECTION 10.01 General Provisions.

(a) Subject to the limitations set forth below in this Article X, each of the Managers, the Officers, the Affiliates of the Managers and the Officers, and the liquidator (if any), (each such Person being referred to hereafter as an "Indemnitee"), shall be indemnified by the Company (but only out of Company assets, including the proceeds of liability insurance) against any claim, demand, controversy, dispute, cost, loss, damage, expense (including attorneys' fees), judgment and/or liability incurred by or imposed upon the Indemnitee in connection with any action, suit or proceeding (including any proceeding before any administrative or legislative body or agency), to which the Indemnitee shall become a party or shall be threatened to become a party, by reason of the Indemnitee's being at the time the cause of action arose or thereafter, a Manager, an Officer, an Affiliate of a Manager or an Officer,, a liquidator (if any), or a director, officer, member, partner, employee, consultant or other agent of any other organization in which the Company owns an interest, which other organization the Indemnitee serves or has served as director, officer, manager, member, partner, employee, consultant or other agent at the request of the Company (whether or not the Indemnitee continues to serve in such capacity at the time such action, suit or proceeding is brought or threatened). Each Indemnitee may be entitled to such indemnification notwithstanding that the Company has sold, assigned, distributed or otherwise transferred its investment in such other organization prior to the time that such action, suit or proceeding is brought or threatened.

(b) The Indemnitee shall not be indemnified with respect to matters as to which the Indemnitee shall have been finally adjudicated in any such action, suit or proceeding (i) not to have acted in good faith and in the reasonable belief that the Indemnitee's action was in accordance with such Person's obligations to the Company or to have acted with gross negligence or a willful disregard of his duties, or in breach of his fiduciary obligations, or (ii) with respect to any criminal action or proceeding, not to have had cause to believe beyond any reasonable doubt the Indemnitee's conduct was criminal. In the event of settlement of any action, suit or proceeding brought or threatened, the indemnification provided for in this Article X shall apply to all matters covered by the settlement except for matters as to which the Company is advised by counsel (who may be counsel regularly retained to represent the Company) that the Person seeking indemnification, in the opinion of such counsel, did not act in good faith or acted with gross negligence or a willful disregard of such Person's duties, or in breach of such Person's fiduciary obligations, or, with respect to any criminal action or proceeding, that the Person seeking indemnification had reasonable cause to believe such Person's conduct was criminal.

(c) The right of indemnification provided for in this Article X shall be in addition to any rights to which any Indemnitee may otherwise be entitled and shall inure to the benefit of the executors, administrators, personal representatives, successors or assigns of each such Indemnitee. Such Indemnitee shall first use reasonable efforts to pursue other readily available sources of indemnification before pursuing a claim for indemnification against the Company under this Article X.

SECTION 10.02 Advance Payment of Expenses. The Company shall pay the expenses incurred by an Indemnitee in defending a civil or criminal action, suit or proceeding, or in opposing any claim arising in connection with any potential or threatened civil or criminal action, suit or proceeding, in advance of the final disposition of such action, suit or proceeding, upon receipt of an undertaking by such Indemnitee satisfactory to the Managers to repay such payment if he shall be determined to be not entitled to indemnification therefor as provided herein; provided, however, that in such instance the Indemnitee is not commencing an action, suit, or proceeding against the Company, or defending an action, suit or proceeding commenced against the Indemnitee by the Company, or opposing a claim by the Company arising in connection with any such potential or threatened action, suit or proceeding.

SECTION 10.03 Insurance. At its election, the Managers may cause the Company to purchase and maintain insurance, at the expense of the Company and to the extent available, for the protection of the Managers, the Officers, the Affiliates of the Managers and the Officers, any liquidator, and the directors, officers, employees, consultants or other agents of any such Person, against any liability incurred by any such Person in any such capacity or arising out of his status as such, whether or not the Company has the power to indemnify such Person against such liability. The Managers may also cause the Company to purchase and maintain insurance for the protection of any officer, director, employee, consultant or other agent of any other organization in which the Company owns an interest or of which the Company is a creditor against similar liabilities, whether or not the Company has the power to indemnify any such Person against such liabilities.

ARTICLE XI

ACCOUNTING; RECORDS AND REPORTS

SECTION 11.01 Fiscal Year. The fiscal year of the Company shall be the calendar year, or such other year as required by the Code.

SECTION 11.02 Keeping of Accounts and Records. At all times the Managers shall cause to be kept proper and complete books of account, in which shall be entered fully and accurately the transactions of the Company. Such books of account, together with (i) an executed copy of this Agreement (and any amendments hereto); (ii) the Certificate of the Company (and any amendments thereto); (iii) executed copies of any powers of attorney pursuant to which any of the aforesaid documents has been executed; and (iv) financial statements of the Company for each of the prior three years, shall at all times be maintained at the location specified in Section 1.02 hereof.

SECTION 11.03 Inspection Rights. Until the liquidation of the Company has been completed, any Member may examine the Company's books, records, accounts and assets,

including bank balances, and may make, or cause to be made, any audit thereof at the Company's expense.

SECTION 11.04 **Reports.** The Managers shall prepare and transmit to the Members at the Company's expense such financial and other reports as shall be determined from time to time by the Members.

ARTICLE XII

WAIVER AND AMENDMENT

SECTION 12.01 **Waiver and Amendment.** Except for any waiver or amendment of the provisions of Sections 2.06 and 10.01 through 10.03 hereof which would adversely affect any Manager (or any Affiliate of a Manager), the terms and provisions of this Agreement may be waived, modified, terminated or amended at any time by the Members. The Members shall not waive or amend any provision of Sections 2.06 or 10.01 through 10.03 hereof in such a manner as would adversely affect any Manager (or any Affiliate of a Manager) without the written consent of such Manager.

ARTICLE XIII

GENERAL PROVISIONS

SECTION 13.01 **Notices.** Except where otherwise specifically provided in this Agreement, all notices, requests, consents, approvals and statements shall be in writing and shall be deemed to have been properly given by (i) personal delivery, (ii) first class mail, postage prepaid, (iii) electronic facsimile transmission, or (iv) courier service, addressed in each case: if to the Company, at the address where the Company's books and records are maintained as specified in Section 1.02 hereof; if to a Manager, at such Manager's address set forth in Schedule A; and if to a Member, to the Member's address set forth in Schedule A, or, in each case, to such other address or addresses (and/or by e-mail or other manner of delivery) as the addressee may have specified by written notice as aforesaid.

SECTION 13.02 **Binding on Successors**. This Agreement shall be binding upon and inure to the benefit of the respective heirs, successors, assigns and legal representatives of the parties hereto.

SECTION 13.03 **Counterparts.** This Agreement or any amendment hereto may be signed in any number of counterparts, each of which shall be an original, but all of which taken together shall constitute one agreement (or amendment, as the case may be).

SECTION 13.04 **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware.

SECTION 13.05 **Construction.** Whenever the content of this Agreement permits, the masculine gender shall include the feminine and neuter genders, and reference to singular or plural shall be interchangeable with the other. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the other provisions, and this Agreement shall

be construed and reformed in all respects as if any such invalid or unenforceable provision(s) were omitted in order to give effect to the intent and purposes of this Agreement. References in this Agreement to particular sections of the Code or the Delaware Act shall be deemed to refer to such sections or provisions of the Code or the Delaware Act (or any successor legislation) as they may be amended after the date of this Agreement.

ARTICLE XIV

CERTAIN DEFINITIONS

SECTION 14.01 **Certain Definitions**. For purposes of this Agreement, the following capitalized terms have the respective meanings set forth below:

"Adjusted Capital Account" means, for each Member, such Member's Capital Account balance increased by such Member's share of "minimum gain" and of "partner nonrecourse debt minimum gain" as determined, respectively, pursuant to Treasury Regulation Sections 1.704-2(g) and 1.704-2(i)(5).

"Affiliate" means, with respect to the Person to which it refers, a Person that either (i) directly or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with, such Person or (ii) is the successor or assign to such Person.

"Agreement" means this Limited Liability Company Agreement, as it may be subsequently amended or restated from time to time.

"Capital Account" means a separate account maintained for each Member and adjusted in accordance with Treasury Regulations under Section 704 of the Code. To the extent consistent with such Treasury Regulations, the adjustments to such accounts shall include the following:

(a) There shall be credited to each Member's Capital Account the amount of any cash actually contributed by such Member to the capital of the Company, the fair market value of any other property contributed by such Member to the capital of the Company, the amount of liabilities of the Company assumed by the Member or to which property distributed to the Member was subject and such Member's share of the Net Profits of the Company and of any items in the nature of income or gain separately allocated to the Members; and there shall be charged against each Member's Capital Account the amount of all cash distributions to such Member, the fair market value of any other property distributed to such Member by the Company, the amount of liabilities of the Member assumed by the Company or to which property contributed by the Member to the Company was subject and such Member's share of the Net Losses of the Company and of any items in the nature of losses or deductions separately allocated to the Members.

(b) If the Company at any time distributes any of its assets in-kind to any Member, the Capital Account of each Member shall be adjusted to account for that Member's allocable share of the Net Profits, Net Losses or items thereof that would have been realized by the Company had it sold the assets that were distributed at their

respective fair market values (taking Code Section 7701(g) into account) immediately prior to their distribution.

(c) Upon (A) the acquisition of a capital interest in the Company in exchange for a Capital Contribution, or (B) the election of the Company, at any time specified in Treasury Regulation Section 1.704-1(b)(2)(iv)(f), the Capital Account balance of each Member shall be adjusted to the extent provided under such Treasury Regulation to reflect the Member's allocable share (as determined under Article VI) of the items of Net Profits or Net Losses that would be realized by the Company if it sold all of its property at its fair market value (taking Code Section 7701(g) into account) on the day of the event giving rise to the adjustment; provided that, if after such adjustment the Capital Account of each Member does not equal each Member's share of Company Capital determined as set forth above, then each Member's Capital Account shall be adjusted to an amount equal to such share of Company Capital.

(d) In the event any Membership interest in the Company is transferred in accordance with the terms of this Agreement, the transferee shall succeed to the Capital Account of the transferor to the extent it relates to the Transferred interest.

"Capital Contribution" means the aggregate amount of cash or other property contributed by a Member to the Company.

"Carrying Value" means, with respect to any asset, the asset's adjusted basis for federal income tax purposes; provided, however, that (i) the initial Carrying Value of any asset contributed to the Company shall be adjusted to equal its gross fair market value at the time of its contribution and (ii) the Carrying Values of all assets held by the Company shall be adjusted to equal their respective gross fair market values (taking Code Section 7701(g) into account) upon an adjustment to the Capital Accounts of the Members described in paragraph (c) of the definition of "Capital Account." The Carrying Value of any asset whose Carrying Value was adjusted pursuant to the preceding sentence thereafter shall be adjusted in accordance with the provisions of Treasury Regulation Section 1.704-1(b)(2)(iv)(g).

"Certificate" means the certificate of formation of the Company and any amendments or restatements thereof as filed with the Delaware Secretary of State under the Delaware Act.

"Code" means the United States Internal Revenue Code of 1986 (and any successor statute thereto), and the regulations promulgated thereunder, all as amended from time to time.

"Company Capital" means an amount equal to the sum of all of the Members' Adjusted Capital Account balances determined immediately prior to the allocation of any Net Profits or Net Losses to the Members, pursuant to Article VI.

"Delaware Act" means the Delaware Limited Liability Company Act, as amended from time to time.

"Distributable Cash" means all cash of the Company that the Managers determine is available for distribution to the Members after the payment or provision for payment by the Company of all expenses incurred by the Company and in collecting any amounts then owed to the Company and so attributable.

"Effective Date" shall mean the date upon which the Company files a Certificate of formation as a limited liability company with the Delaware Secretary of State pursuant to the Delaware Act.

"Indemnitee" shall have the meaning set forth in Section 10.01.

"Initial Member" shall mean Clean Harbors, Inc., a Massachusetts corporation.

"Majority of the Managers" means (i) at least four of the Managers if there are then six Managers, (ii) at least three of the Managers if there are then five or four Managers, (iii) at least two of the Managers if there are then three Managers, and (ii) both of the Managers if there are then only two Managers.

"Manager" means each of the Persons then serving as a Manager of the Company in accordance to Section 2.01 hereof, in his capacity as a Manager of the Company.

"Member" means the Initial Member for so long as it shall hold a capital interest in the Company, and each of such other or additional Persons as shall acquire a capital interest in the Company and be admitted as a Member from time to time, in accordance with the provisions of the Delaware Act.

"Net Profit" or "Net Loss" means, with respect to any fiscal year, the sum of the Company's: (a) net profit or loss as determined in accordance with the Code, and (b) any income exempt from federal income tax, after deduction of all expenses properly chargeable to the Company for such fiscal year (whether deductible or non-deductible and whether described in Section 705(a)(2)(B) of the Code, treated as so described pursuant to Treasury Regulations Section 1.704-1(b)(2)(iv)(i), or otherwise). For this purpose, Net Profit or Net Loss shall be determined in accordance with tax accounting principles rather than generally accepted accounting principles, and any expenses required to be capitalized and included in the Company's adjusted tax basis in any asset or which reduce the amount realized by the Company on the disposition of any asset shall be disregarded.

"Officers" means the President, the Treasurer, the Secretary, and any such other officers of the Company as shall be elected by a Majority of the Managers or by the Members in accordance with Section 2.02(a) hereof.

"Person" means any individual, general partnership, limited partnership, limited liability company, corporation, joint venture, trust, business trust, cooperative or association and the heirs, executors, administrators, legal representative, successors and assigns of such Person where the context so admits.

"Treasury Regulations" mean the Regulations promulgated by the United States Department of the Treasury under the Code, as amended.

IN WITNESS WHEREOF, the undersigned have executed this Limited Liability Company Agreement as of the effective date first above written.

MANAGERS:

/s/ William J. Geary
William J. Geary

/s/ Eric W. Gerstenberg
Eric W. Gerstenberg

/s/ Alan S. McKim
Alan S. McKim

/s/ James M. Rutledge
James M. Rutledge

INITIAL MEMBER:

CLEAN HARBORS, INC.

By: /s/ Alan S. McKim
Alan S. McKim
President and Chief Executive Officer

CLEAN HARBORS DEVELOPMENT, LLC

SCHEDULE A

Managers:

William J. Geary
c/o Clean Harbors, Inc.
42 Longwater Drive
P.O. Box 9149
Norwell, MA 02061-9149

Eric W. Gerstenberg
c/o Clean Harbors, Inc.
42 Longwater Drive
P.O. Box 9149
Norwell, MA 02061-9149

Alan S. McKim
c/o Clean Harbors, Inc.
42 Longwater Drive
P.O. Box 9149
Norwell, MA 02061-9149

James M. Rutledge
c/o Clean Harbors, Inc.
42 Longwater Drive
P.O. Box 9149
Norwell, MA 02061-9149

Members:

CLEAN HARBORS, INC.
42 Longwater Drive
P.O. Box 9149
Norwell, MA 02061-9149

Exhibit 3.26

CERTIFICATE OF INCORPORATION

OF

CLEAN HARBORS DISPOSAL SERVICES, INC.

THE UNDERSIGNED, for the purpose of forming a corporation pursuant to the provisions of the General Corporation Law of the State of Delaware, does hereby certify as follows:

FIRST: The name of the corporation is: Clean Harbors Disposal Services, Inc. (the "Corporation").

SECOND: The address of the Corporation's registered office in the State of Delaware is 32 Loockerman Square, Suite 109, Dover, Kent County, Delaware 19901, and the name of the Corporation's registered agent at such address is Capitol Corporate Services, Inc.

THIRD: The purpose for which the Corporation is organized is to engage in any lawful act or activity for which a corporation may be organized under the General Corporation Law of the State of Delaware.

FOURTH: The total number of shares of capital stock which the Corporation shall have authority to issue is 3,000 shares of common stock, $.01 par value per share.

FIFTH: The name and mailing address of the incorporator are as follows:

Name	Address
C. Michael Malm	c/o Davis, Malm & D'Agostine, P.C. One Boston Place, 37th Floor Boston, MA 02108

SIXTH: The Corporation is to have perpetual existence.

SEVENTH: The management of the business and the conduct of the affairs of the Corporation shall be vested in its Board of Directors. The Directors shall have the power to adopt, amend or repeal the By-Laws of the Corporation. Election of Directors need not be by written ballot unless the By-Laws of the Corporation so provide.

EIGHTH: No director of the Corporation shall be personally liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, except for liability (i) for any breach of the director's duty of loyalty to the Corporation or its stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) under Section 174 of the Delaware General Corporation Law,

or (iv) for any transaction from which the director derived an improper personal benefit. If the Delaware General Corporation Law is amended to authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of a director of the Corporation shall be eliminated or limited to the fullest extent permitted by the Delaware General Corporation Law as so amended from time to time. Any repeal or modification of this paragraph shall not increase the personal liability of any director of the Corporation for any act or occurrence taking place prior to such repeal or modification, or otherwise, or otherwise adversely affect any right or protection of a director of the Corporation existing hereunder prior to the time of such repeal or modification.

NINTH: The Corporation shall, to the fullest extent permitted under the Delaware General Corporation Law, as amended from time to time, indemnify and hold harmless each of its directors, officers, employees and agents (each an "Indemnified Party") from and against all expenses (including, without limitation, attorney's fees and expenses), liabilities, judgments, fines and amounts paid or otherwise due in respect of any action, suit or proceeding in which such Indemnified Party may be involved or with which he may be threatened, as a party or otherwise, whether or not he continues to be such at the time such expenses and liabilities shall have been imposed or incurred, by reason of his actions or omissions in connection with services rendered directly or indirectly to the Corporation, such indemnification to include prompt payment of expenses in advance of the final disposition of any such action, suit or proceeding.

IN WITNESS WHEREOF, the undersigned has caused this Certificate of Incorporation to be executed this 16th day of May, 2002.

/s/ C. Michael Malm
C. Michael Malm, Incorporator

BY-LAWS

OF

CLEAN HARBORS DISPOSAL SERVICES, INC.

Article I. Offices.

Section 1. Registered Office. The registered office of the Corporation shall be at Capitol Corporate Services, Inc., 32 Loockerman Square, Suite 109, in the City of Dover, County of Kent, State of Delaware 19901.

Section 2. Additional Offices. The Corporation may also have offices at such other places, both within and without the State of Delaware, as the Board of Directors may from time to time determine or as the business of the Corporation may require.

Article II. Meetings of Stockholders.

Section 1. Time and Place. A meeting of stockholders for any purpose may be held at such time and place within or without the State of Delaware as shall be stated in the notice of the meeting or in a duly executed waiver of notice thereof.

Section 2. Annual Meeting. Annual meetings of stockholders shall be held on the second Monday of March if not a legal holiday, or, if a legal holiday, then on the next secular day following, at 10:00 a.m., or at such other date and time as shall, from time to time, be designated by the Board of Directors and stated in the notice of the meeting. At such annual meetings, the stockholders shall elect a Board of Directors and transact such other business as may properly be brought before the meetings.

Section 3. Notice of Annual Meeting. Written notice of the annual meeting, stating the place, date, and time thereof, shall be given to each stockholder entitled to vote at such meeting not less than ten (unless a longer period is required by law) nor more than sixty days prior to the meeting.

Section 4. Special Meetings. Special meetings of the stockholders may be called at any time only by the directors, the President or by one or more stockholders who hold at least one-tenth part interest of the capital stock entitled to vote thereof. Such request shall state the purpose of the proposed meeting.

Section 5. Notice of Special Meeting. Written notice of a special meeting, stating the place, date, and time thereof and the purpose or purposes for which the meeting is called, shall be given to each stockholder entitled to vote at such meeting not less than ten (unless a longer period is required by law) nor more than sixty days prior to the meeting.

Section 6. List of Stockholders. The transfer agent or the officer in charge of the stock ledger of the Corporation shall prepare and make, at least ten days before every meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least ten days prior to the meeting, at a place within the city where the meeting is to be held, which place, if other than the place of the meeting, shall be specified in the notice of the meeting. The list shall also be produced and kept at the place of the meeting during the whole time thereof and may be inspected by any stockholder who is present in person thereat.

Section 7. Presiding Officer and Order of Business.

(a) Meetings of stockholders shall be presided over by the Chairman of the Board. If he is not present or there is none, they shall be presided over by the President, or, if he is not present or there is none, by a Vice President, or, if he is not present or there is none, by a person chosen by the Board of Directors, or, if no such person is present or has been chosen, by a chairman to be chosen by the stockholders owning a majority of the shares of capital stock of the Corporation issued and outstanding and entitled to vote at the meeting and who are present in person or represented by proxy. The Secretary of the Corporation, or, if he is not present, an Assistant Secretary, or, if he is not present, a person chosen by the Board of Directors, shall act as Secretary at meetings of stockholders; if no such person is present or has been chosen, the stockholders owning a majority of the shares of capital stock of the Corporation issued and outstanding and entitled to vote at the meeting who are present in person or represented by proxy shall choose any person present to act as secretary of the meeting.

(b) The following order of business, unless otherwise determined at the meeting, shall be observed as far as practicable and consistent with the purposes of the meeting:

(1) Call of the meeting to order.
(2) Presentation of proof of mailing of the notice of the meeting and, if the meeting is a special meeting, the call thereof.
(3) Presentation of proxies.
(4) Announcement that a quorum is present.
(5) Reading and approval of the minutes of the previous meeting.
(6) Reports, if any, of officers.
(7) Election of directors, if the meeting is an annual meeting or a meeting called for that purpose.
(8) Consideration of the specific purpose or purposes, other than the election of directors, for which the meeting has been called, if the meeting is a special meeting.
(9) Transaction of such other business as may properly come before the meeting.
(10) Adjournment.

Section 8. Quorum and Adjournments. The presence in person or representation by proxy of the holders of a majority of the shares of the capital stock of the Corporation issued and outstanding and entitled to vote shall be necessary to, and shall constitute a quorum for, the transaction of business at all meetings of the stockholders, except as otherwise provided by statute or by the Certificate of Incorporation. If, however, a quorum shall not be present or represented at any meeting of the stockholders, the stockholders entitled to vote thereat who are present in person or represented by proxy shall have the power to adjourn the meeting from time to time until a quorum shall be present or represented. If the time and place of the adjourned meeting are announced at the meeting at which the adjournment is taken, no further notice of the adjourned meeting need be given. Even if a quorum shall be present or represented at any meeting of the stockholders, the stockholders entitled to vote thereat who are present in person or represented by proxy shall have the power to adjourn the meeting from time to time for good cause to a date that is not more than thirty days after the date of the original meeting. Further notice of the adjourned meeting need not be given if the time and place thereof are announced at the meeting at which the adjournment is taken. At any adjourned meeting at which a quorum is present in person or represented by proxy, any business may be transacted that might have been transacted at the meeting as originally called. If the adjournment is for more than thirty days, or if, after the adjournment, a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder of record entitled to vote thereat.

Section 9. Voting.

(a) At any meeting of the stockholders, every stockholder having the right to vote shall be entitled to vote in person or by proxy. Except as otherwise provided by law or the Certificate of Incorporation, each stockholder of record shall be entitled to one vote for each share of capital stock registered in his name on the books of the Corporation.

(b) All elections shall be determined by a plurality vote, and, except as otherwise provided by law or the Certificate of Incorporation, all other matters shall be determined by a vote of a majority of the shares present in person or represented by proxy and voting on such other matters.

Section 10. Action by Consent. Any action required or permitted by law or the Certificate of Incorporation to be taken at any meeting of stockholders may be taken without a meeting, without prior notice if a written consent, setting forth the action so taken, shall be signed by the holders of outstanding stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present or represented by proxy and voted. Such written consent shall be filed with the minutes of the meetings of stockholders. Prompt notice of the taking of the corporate action without a meeting by less than unanimous written consent shall be given to those stockholders who have not consented in writing thereto.

Article III. Directors.

Section 1. General Powers, Number, and Tenure. The business of the Corporation shall be managed by its Board of Directors, which may exercise all powers of the Corporation and perform all lawful acts that are not by law, the Certificate of Incorporation, or these By-laws directed or required to be exercised or performed by the stockholders. The number of directors shall be determined by the Board of Directors; if no such determination is made, the number of directors shall be one. The directors shall be elected at the annual meeting of the stockholders, except as provided in Section 2 of this Article, and each director elected shall hold office until the next annual meeting and until his successor is elected and shall qualify. Directors need not be stockholders.

Section 2. Vacancies. If any vacancies occur in the Board of Directors, or there is an increase in the authorized number of directors, they may be filled by a majority of the directors then in office, or by a sole remaining director. Each director so chosen shall hold office until such director's successor is elected and qualified, or until such director's earlier death, resignation or removal. If there are no directors in office, any officer may call a special meeting of stockholders in accordance with the provisions of the Certificate of Incorporation or these By-laws, at which meeting such vacancies shall be filled.

Section 3. Removal or Resignation.

(a) except as otherwise provided by law or the Certificate of Incorporation, any director or the entire Board of Directors may be removed, with or without cause, by the holders of a majority of the shares then entitled to vote in the election of directors.

(b) Any director may resign at any time by giving written notice to the Board of Directors, the Chairman of the Board, if any, or the President or Secretary of the Corporation. Unless otherwise specified in such written notice, a resignation shall take effect on delivery thereof to the Board of Directors or the designated officer. It shall not be necessary for a resignation to be accepted before it becomes effective.

Section 4. Place of Meetings. The Board of Directors may hold meetings, both regular and special, either within or without the State of Delaware.

Section 5. Annual Meeting. The annual meeting of each newly elected Board of Directors shall be held immediately following the annual meeting of stockholders, and no notice of such meeting shall be necessary to the newly elected directors in order to constitute the meeting legally, provided a quorum shall be present.

Section 6. Regular Meetings. Additional regular meetings of the Board of Directors may be held without notice of such time and place as may be determined from time to time by the Board of Directors.

Section 7. Special Meetings. Special meetings of the Board of Directors may be called by the Chairman of the Board, the President, or by two or more directors on at least two days' notice to each director, if such notice is delivered personally or sent by telegram, or on at least three days' notice if sent by mail. Special meetings shall be called by the Chairman of the Board, President, Secretary, or two or more directors in like manner and on like notice on the written request of one-half or more of the number of directors then in office. Any such notice need not state the purpose or purposes of such meeting, except as provided in Article XI.

Section 8. Quorum and Adjournments. At all meetings of the Board of Directors, a majority of the directors then in office shall constitute a quorum for the transaction of business, and the act of a majority of the directors present at any meeting at which there is a quorum shall be the act of the Board of Directors, except as may be otherwise specifically provided by law or the Certificate of Incorporation. If a quorum is not present at any meeting of the Board of Directors, the directors present may adjourn the meeting from time to time, without notice other than announcement at the meeting at which the adjournment is taken, until a quorum shall be present.

Section 9. Compensation. Directors shall be entitled to such compensation for their services as directors and to such reimbursement for any reasonable expenses incurred in attending directors' meetings as may from time to time be fixed by the Board of Directors. The compensation of directors may be on such basis as is determined by the Board of Directors. Any director may waive compensation for any meeting. Any director receiving compensation under these provisions shall not be barred from serving the Corporation in any other capacity and receiving compensation and reimbursement for reasonable expenses for such other services.

Section 10. Action by Consent. Any action required or permitted to be taken at any meeting of the Board of Directors may be taken without a meeting, and without prior notice, if a written consent to such action is signed by all members of the Board of Directors and such written consent is filed with the minutes of its proceedings.

Section 11. Meetings by Telephone or Similar Communications Equipment. The Board of Directors may participate in a meeting by conference telephone or similar communications equipment by means of which all directors participating in the meeting can hear each other, and participation in such a meeting shall constitute presence in person by any such director at such meeting.

Article IV. Committees.

Section 1. Executive Committee. The Board of Directors, by resolution adopted by a majority of the whole Board, may appoint an Executive Committee consisting of one or more directors, one of whom shall be designated as Chairman of the Executive Committee. Each member of the Executive Committee shall continue as a member thereof until the expiration of his term as a director or his earlier resignation, unless sooner removed as a member or as a director.

Section 2. Powers. The Executive Committee shall have and may exercise those rights, powers, and authority of the Board of Directors as may from time to time be granted to it by the Board of Directors to the extent permitted by law, and may authorize the seal of the Corporation to be affixed to all papers that may require it.

Section 3. Procedure and Meetings. The Executive Committee shall fix its own rules of procedure and shall meet at such times and at such place or places as may be provided by such rules or as the members of the Executive Committee shall fix. The Executive Committee shall keep regular minutes of its meetings, which it shall deliver to the Board of Directors from time to time. The Chairman of the Executive Committee or, in his absence, a member of the Executive Committee chosen by a majority of the members present, shall preside at meetings of the Executive Committee; and another member chosen by the Executive Committee shall act as Secretary of the Executive Committee.

Section 4. Quorum. A majority of the Executive Committee shall constitute a quorum for the transaction of business, and the affirmative vote of a majority of the members present at any meeting at which there is a quorum shall be required for any action of the Executive Committee; provided, however, that when an Executive Committee of one member is authorized under the provisions of Section 1 of this Article, that one member shall constitute a quorum.

Section 5. Other Committees. The Board of Directors, by resolutions adopted by a majority of the whole Board, may appoint such other committee or committees as it shall deem advisable and with such rights, power, and authority as it shall prescribe. Each such committee shall consist of one or more directors.

Section 6. Committee Changes. The Board of Directors shall have the power at any time to fill vacancies in, to change the membership of, and to discharge any committee.

Section 7. Compensation. Members of any committee shall be entitled to such compensation for their services as members of the committee and to such reimbursement for any reasonable expenses incurred in attending committee meetings as may from time to time be fixed by the Board of Directors. Any member may waive compensation for any meeting. Any committee member receiving compensation under these provisions shall not be barred from serving the Corporation in any other capacity and from receiving compensation and reimbursement of reasonable expenses for such other services.

Section 8. Action by Consent. Any action required or permitted to be taken at any meeting of any committee of the Board of Directors may be taken without a meeting if a written consent to such action is signed by all members of the committee and such written consent is filed with the minutes of its proceedings.

Section 9. Meetings by Telephone or Similar Communications Equipment. The members of any committee designated by the Board of Directors may participate in a meeting of

such committee by conference telephone or similar communications equipment by means of which all persons participating in such meeting can hear each other, and participation in such a meeting shall constitute presence in person by any such committee member at such meeting.

Article V. Notices.

Section 1. Form and Delivery. Whenever a provision of any law, the Certificate of Incorporation, or these By-laws requires that notice be given to any director or stockholder, it shall not be construed to require personal notice unless so specifically provided, but such notice may be given in writing, by mail addressed to the address of the director or stockholder as it appears on the records of the Corporation, with postage prepaid. These notices shall be deemed to be given when they are deposited in the United States mail. Notice to a director may also be given personally or by telephone or by telegram sent to his address as it appears on the records of the Corporation.

Section 2. Waiver. Whenever any notice is required to be given under the provisions of any law, the Certificate of Incorporation, or these By-laws, a written waiver thereof signed by the person entitled to said notice, whether before or after the time stated therein, shall be deemed to be equivalent to such notice. In addition, any stockholder who attends a meeting of stockholders in person or is represented at such meeting by proxy, without protesting at the commencement of the meeting the lack of notice thereof to him, or any director who attends a meeting of the Board of Directors without protesting at the commencement of the meeting of the lack of notice, shall be conclusively deemed to have waived notice of such meeting.

Article VI. Officers.

Section 1. Designations. The officers of the Corporation shall be chosen by the Board of Directors. The Board of Directors may choose a Chairman of the Board, a President, a Vice President or Vice Presidents, a Secretary, a Treasurer, one or more Assistant Secretaries and/or Assistant Treasurers, and other officers and agents that it shall deem necessary or appropriate. All officers of the Corporation shall exercise the powers and perform the duties that shall from time to time be determined by the Board of Directors. Any number of offices may be held by the same person, unless the Certificate of Incorporation or these By-laws provide otherwise.

Section 2. Term of, and Removal From, Office. At its first regular meeting after each annual meeting of stockholders, the Board of Directors shall choose a President, a Secretary, and a Treasurer. It may also choose a Chairman of the Board, a Vice President or Vice Presidents, one or more Assistant Secretaries and/or Assistant Treasurers, and such other officers and agents as it shall deem necessary or appropriate. Each officer of the Corporation shall hold office until his successor is chosen and shall qualify. Any officer elected or appointed by the Board of Directors may be removed, with or without cause, at any time by the affirmative vote of a majority of the directors then in office. Removal from office, however, shall not

prejudice the contract rights, if any, of the person removed. Any vacancy occurring in any office of the Corporation may be filled for the unexpired portion of the term by the Board of Directors.

Section 3. Compensation. The salaries of all officers of the Corporation shall be fixed from time to time by the Board of Directors, and no officer shall be prevented from receiving a salary because he is also a director of the Corporation.

Section 4. The Chairman of the Board. The Chairman of the Board will preside at all meetings of stockholders and of the Board of Directors.

Section 4(a). Chief Executive Officer. The Chief Executive Officer, subject to the direction of the Board of Directors, shall have general charge of the business, affairs, and property of the Corporation and general supervision over its other officers and agents.

Section 5. The President.

(a) The President, if there is no chief executive officer of the Corporation and, subject to the direction of the Board of Directors, shall have general charge of the business, affairs, and property of the Corporation and general supervision over its other officers and agents. In general, he shall perform all duties incident to the office of President and shall see that all orders and resolutions of the Board of Directors are carried into effect.

(b) Unless otherwise prescribed by the Board of Directors, the President shall have full power and authority to attend, act, and vote on behalf of the Corporation at any meeting of the security holders of other corporations in which the Corporation may hold securities. At any such meeting, the President shall possess and may exercise any and all rights and powers incident to the ownership of such securities that the Corporation might have possessed and exercised if it had been present. The Board of Directors may from time to time confer like powers upon any other person or persons.

Section 6. The Vice President. The Vice President, if any, or in the event there be more than one, the Vice Presidents in the order designated, or in the absence of any designation, in the order of their election, shall, in the absence of the President or in the event of his disability, perform the duties and exercise the powers of the President and shall generally assist the President and perform such other duties and have such other powers as may from time to time be prescribed by the Board of Directors.

Section 7. The Secretary. The Secretary shall attend all meetings of the Board of Directors and the stockholders and record all votes and the proceedings of the meetings in a book to be kept for that purpose. He shall perform like duties for the Executive Committee or other committees, if required. He shall give, or cause to be given, notice of all meetings of stockholders and special meetings of the Board of Directors, and shall perform such other duties as may from time to time be prescribed by the Board of Directors, the Chairman of the Board, or the President, under whose supervision he shall act. He shall have custody of the seal of the Corporation, and he, or an Assistant Secretary, shall have authority to affix it to any instrument

requiring it, and, when so affixed, the seal may be attested by his signature or by the signature of the Assistant Secretary. The Board of Directors may give general authority to any other officer to affix the seal of the Corporation and to attest the affixing thereof by his signature.

Section 8. The Assistant Secretary. The Assistant Secretary, if any, or in the event there be more than one, the Assistant Secretaries in the order designated, or in the absence of any designation, in the order of their election, shall, in the absence of the Secretary or in the event of his disability, perform the duties and exercise the powers of the Secretary and shall perform such other duties and have such other powers as may from time to time be prescribed by the Board of Directors.

Section 9. The Treasurer. The Treasurer shall have custody of the corporate funds and other valuable effects, including securities, and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the Corporation in such depositories as may from time to time be designated by the Board of Directors. He shall disburse the funds of the Corporation in accord with the orders of the Board of Directors, taking proper vouchers for such disbursements, and shall render to the Chairman of the Board, if any, the President, and the Board of Directors, whenever they may require it or at regular meetings of the Board, an account of all his transactions as Treasurer and of the financial condition of the Corporation.

Section 10. The Assistant Treasurer. The Assistant Treasurer, if any, or in the event there shall be more than one, the Assistant Treasurers in the order designated, or in the absence of any designation, in the order of their election, shall, in the absence of the Treasurer or in the event of his disability, perform such other duties and have such other powers as may from time to time be prescribed by the Board of Directors.

Article VII. Indemnification.

Reference is made to Section 145 and any other relevant provisions of the General Corporation Law of the State of Delaware. Particular reference is made to the class of persons, hereinafter called “Indemnitees”, who may be indemnified by a Delaware corporation pursuant to the provisions of such Section 145, namely, any person, or the heirs, executors, or administrators of such person, who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative, by reason of the fact that such person is or was a director, officer, employee, or agent of such corporation or is or was serving at the request of such corporation as a director, officer, employee, or agent of such corporation or is or was serving at the request of such corporation as a director, officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise. The Corporation shall, and is hereby obligated to, indemnify the Indemnitees, and each of them, in each and every situation where the Corporation is obligated to make such indemnification pursuant to the aforesaid statutory provisions. The Corporation shall indemnify the Indemnitees, and each of them, in each and every situation where, under the aforesaid statutory provisions, the Corporation is not obligated,

but is nevertheless permitted or empowered, to make such indemnification, it being understood that, before making such indemnification with respect to any situation covered under this sentence, (i) the Corporation shall promptly make or cause to be made, by any of the methods referred to in Subsection (d) of such Section 145, a determination as to whether each Indemnitee acted in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interests of the Corporation, and, in the case of any criminal action or proceeding, had no reasonable cause to believe that his conduct was unlawful, and (ii) that no such indemnification shall be made unless it is determined that such Indemnitee acted in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interests of the Corporation, and, in the case of any criminal action or proceeding, had no reasonable cause to believe that his conduct was unlawful.

Article VIII. Affiliated Transactions and Interested Directors.

Section 1. Affiliated Transactions. No contract or transaction between the Corporation and one or more of its directors or officers, or between the Corporation and any other corporation, partnership, association, or other organization in which one or more of its directors or officers are directors or officers or have a financial interest, shall be void or voidable solely for this reason, or solely because the director or officer is present at or participates in the meeting of the Board of Directors or committee thereof that authorizes the contract or transaction or solely because his or their votes are counted for such purpose if:

(a) The material facts as to his relationship or interest and as to the contract or transaction are disclosed or are known to the Board of Directors or the committee, and the Board of Directors or committee in good faith authorizes the contract or transaction by the affirmative vote of a majority of the disinterested directors, even though the disinterested directors be less than a quorum; or

(b) The material facts as to his relationship or interest and as to the contract or transaction are disclosed or are known to the stockholders entitled to vote thereon, and the contract or transaction is specifically approved in good faith by the vote of the stockholders; or

(c) The contract or transaction is fair as to the Corporation as of the time it is authorized, approved, or ratified by the Board of Directors, a committee thereof, or the stockholders.

Section 2. Determining Quorum. Common or interested directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee thereof which authorizes the contract or transaction.

Article IX. Stock Certificates.

Section 1. Form and Signatures.

(a) Every holder of stock of the Corporation shall be entitled to a certificate stating the number and class, and series, if any, of shares owned by him, signed by the Chairman of the Board, if any, or the President and the Treasurer or an Assistant Treasurer, or the Secretary or an Assistant Secretary of the Corporation, and bearing the seal of the Corporation. The signatures and the seal may be facsimiles. A certificate may be signed, manually or by facsimile, by a transfer agent or registrar other than the Corporation or its employee. In case any officer who has signed, or whose facsimile signature was placed on, a certificate shall have ceased to be such officer before the certificate is issued, it may nevertheless be issued by the Corporation with the same effect as if he were such officer at the date of its issue.

(b) All stock certificates representing shares of capital stock that are subject to restrictions on transfer or to other restrictions may have imprinted thereon any notation to that effect determined by the Board of Directors.

Section 2. Registration of Transfer. Upon surrender to the Corporation or any transfer agent of the Corporation of a certificate for shares duly endorsed or accompanied by proper evidence of succession, assignment, or authority to transfer, the Corporation or its transfer agent shall issue a new certificate to the person entitled thereto, cancel the old certificate, and record the transaction upon the books of the Corporation.

Section 3. Registered Stockholders.

(a) Except as otherwise provided by law, the Corporation shall be entitled to recognize the exclusive right of a person who is registered on its books as the owner of shares of its capital stock to receive dividends or other distributions and to vote or consent as such owner, and to hold liable for calls and assessments any person who is registered on its books as the owner of shares of its capital stock. The Corporation shall not be bound to recognize any equitable or legal claim to, or interest in, such shares on the part of any other person.

(b) If a stockholder desires that notices and/or dividends shall be sent to a name or address other than the name or address appearing on the stock ledger maintained by the Corporation, or its transfer agent or registrar, if any, the stockholder shall have the duty to notify the Corporation, or its transfer agent or registrar, if any, in writing of his desire and specify the alternate name or address to be used.

Section 4. Record Date. In order that the Corporation may determine the stockholders of record who are entitled to receive notice of, or to vote at, any meeting of stockholders or any adjournment thereof or to express consent to corporate action in writing without a meeting, to receive payment of any dividend or other distribution or allotment of any rights, or to exercise any rights in respect of any change, conversion, or exchange of stock or for the purpose of any lawful action, the Board of Directors may, in advance, fix a date as the record

date for any such determination. Such date shall not be more than sixty nor less than ten days before the date of such meeting, nor more than sixty days prior to the date of any other action. A determination of stockholders of record entitled to notice of, or to vote at, a meeting of stockholders shall apply to any adjournment of the meeting taken pursuant to Section 8 of Article II; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

Section 5. Lost, Stolen, or Destroyed Certificates. The Board of Directors may direct that a new certificate be issued to replace any certificate theretofore issued by the Corporation that, it is claimed, has been lost, stolen, or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate to be lost, stolen, or destroyed. When authorizing the issue of a new certificate, the Board of Directors may, in its discretion and as a condition precedent to the issuance thereof, require the owner of the lost, stolen, or destroyed certificate, or his legal representative, to advertise the same in such manner as it shall require, and/or to give the Corporation a bond in such sum, or other security in such form, as it may direct as indemnity against any claims that may be made against the Corporation with respect to the certificate claimed to have been lost, stolen, or destroyed.

Article X. General Provisions.

Section 1. Dividends. Subject to the provisions of law and the Certificate of Incorporation, dividends upon the outstanding capital stock of the Corporation may be declared by the Board of Directors at any regular or special meeting, and may be paid in cash, in property, or in shares of the Corporation’s capital stock.

Section 2. Reserves. The Board of Directors shall have full power, subject to the provisions of law and the Certificate of Incorporation, to determine whether any, and, if so, what part, of the funds legally available for the payment of dividends shall be declared as dividends and paid to the stockholders of the Corporation. The Board of Directors, in its sole discretion, may fix a sum that may be set aside or reserved over and above the paid-in capital of the Corporation as a reserve for any proper purpose, and may, from time to time, increase, diminish, or vary such amount.

Section 3. Fiscal Year. Except as from time to time otherwise provided by the Board of Directors, the fiscal year of the Corporation shall end on December 31 in each year.

Section 4. Seal. The corporate seal shall have inscribed thereon the name of the Corporation, the year of its incorporation, and the words “Corporate Seal” and “Delaware”.

Article XI. Amendments.

The Board of Directors shall have the power to alter and repeal these By-laws and to adopt new By-laws by an affirmative vote of a majority of the whole Board, provided that notice of the proposal to alter or repeal these By-laws or to adopt new By-laws must be included in the notice of the meeting of the Board of Directors at which such action takes place.

Exhibit 3.27

CERTIFICATE OF FORMATION
OF
TERIS L.L.C.

This Certificate of Formation of Teris L.L.C. (the “Company”) is being executed by the undersigned for the purpose of forming a limited liability company pursuant to the Delaware Limited Liability Company Act (6 Del. C. § 18-101 *et seq*.).

1. The name of the Company is Teris L.L.C.

2. The address of the Company’s registered office in the State of Delaware is Corporation Trust Center, 1209 Orange Street, Wilmington, New Castle County, Delaware 19801.

3. The name and address of the Company’s registered agent for service of process in the State of Delaware is The Corporation Trust Company, Corporation Trust Center, 1209 Orange Street, Wilmington, New Castle County, Delaware 19801.

IN WITNESS WHEREOF, the undersigned, an authorized person of the Company, has duly executed this Certificate of Formation on the 14th day of June, 2001.

/s/ Clara Ingen-Housz

Clara Ingen-Housz
Authorized Person

TERIS L.L.C.

Certificate of Amendment

Pursuant to the provisions of Section 18-202 of the Limited Liability Company Act of the State of Delaware (the "Act"), the undersigned, being duly authorized, hereby certifies and states as follows:

1. Name of the Limited Liability Company. The name of the limited liability company as set forth in the Certificate of Formation filed with the Delaware Secretary of State on June 14, 2001, is Teris L.L.C.

2. Amendment. The name of the limited liability company is hereby changed to:

Clean Harbors El Dorado, LLC

IN WITNESS WHEREOF, the undersigned hereby affirms that the facts stated herein are true, this 18th day of August, 2006.

/s/ Stephen H. Moynihan

Stephen H. Moynihan, Manager

CLEAN HARBORS EL DORADO, LLC
[Formerly, "Teris L.L.C."]

FOURTH AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT effective as of August 18, 2006 (this "Agreement"), by and among Eric W. Gerstenberg, Stephen H. Moynihan and William J. Geary, as Managers; and Clean Harbors, Inc., a Massachusetts corporation, as the sole Member. Certain capitalized terms used herein have the respective meanings set forth in Section 14.01 hereof.

WITNESSETH:

WHEREAS, SITA U.S.A., Inc., a Delaware corporation ("SITA"), formed Teris L.L.C., a limited liability company organized under the laws of the State of Delaware (the "Company"), through the filing of a Certificate of Formation with the Delaware Secretary of State and, as sole Member thereof, entered into a Limited Liability Company Agreement dated June 14, 2001;

WHEREAS, (i) pursuant to an Amended and Restated Limited Liability Company Agreement and Operating Agreement dated as of June 27, 2001, Heat Treatment Services, Inc., a Delaware corporation ("Heat"), was admitted as an additional Member of the Company, (ii) pursuant to a Second Amended and Restated Limited Liability Company Agreement and Operating Agreement dated as of November 9, 2001, certain provisions governing the relationship of SITA, Heat and their respective affiliated companies were revised, (iii) pursuant to an Assignment and Assumption Agreement dated July 16, 2002, Heat assigned, sold and transferred to SITA its membership interest in the Company, and (iv) pursuant to a Third Amended and Restated Limited Liability Company Agreement and Operating Agreement dated as of July 23, 2002, SITA, as the sole member of the Company, further amended and restated the Limited Liability Company and Operating Agreement of the Company;

WHEREAS, by an Assignment dated August 18, 2006, SITA has assigned, sold and transferred to Clean Harbors, Inc., a Massachusetts corporation ("Clean Harbors"), all of the membership interests in the Company, and Clean Harbors, as the sole Member of the Company, wishes to further amend and restate the Limited Liability Company Agreement and Operating Agreement of the Company into this Agreement;

NOW, THEREFORE, in consideration of the representations, warranties, covenants and agreements contained herein, and on the terms and conditions set forth herein, the Managers and the sole Member of the Company do hereby agree as follows:

ARTICLE I

ORGANIZATION

SECTION 1.01 Formation of the Company. The Company has been formed as a limited liability company under the Delaware Limited Liability Company Act *(6 Del. C § 18-101, et seq.)*, as amended from time to time (the "Delaware Act"), through the filing of the Certificate with the Delaware Secretary of State on June 14, 2001. The parties hereto agree to hereafter conduct the business of the Company in accordance with the provisions of the Act and of this Agreement.

SECTION 1.02 **Name, Registered Office and Agent, and Maintenance of Books and Records.** The name of the Company is hereby changed from “Teris L.L.C.” to “Clean Harbors El Dorado, LLC,” and the Managers shall promptly cause an Amendment to the Certificate reflecting such change of name to be filed with the Delaware Secretary of State. The address of the Company’s registered office in Delaware is 1209 Orange Street, Wilmington, County of New Castle, Delaware 19801, and its registered agent at such address is The Corporation Trust Company. The Company’s books and records shall be maintained at c/o Clean Harbors, Inc., 42 Longwater Drive, Norwell, Massachusetts 02061. A Majority of the Managers may change the location at which the Company’s books and records shall be maintained to such other location within the United States as such Managers may determine at any time, upon written notice to the Member stating such new location. A Majority of the Managers may also change the Company’s registered office and agent in Delaware from time to time in their sole discretion.

SECTION 1.03 **Purposes.** The purposes and objectives of the Company are to own, lease, manage and/or operate a licensed hazardous waste management facility, to provide environmental services, and to engage in any other lawful activities allowed to be conducted by a limited liability company.

SECTION 1.04 **Powers.** Subject to the terms of this Agreement, and consistent with the purposes stated in Section 1.03 hereof, the Company shall have the following powers: (i) to enter into all agreements and engage in all activities and transactions necessary or advisable to carry out the Company’s purposes; and (ii) to have all other powers available to it as a limited liability company organized under the laws of the State of Delaware. Without limitation of the foregoing, the Company shall have the powers: to acquire and dispose of assets and other property; to act as a general partner, limited partner, manager and/or member of any other Person; negotiate, enter into, and modify agreements including, without limitation, partnership agreements, limited liability company agreements, and leases or subleases of any real estate or personal property; to incur obligations for and in connection with its business; to borrow money and provide guarantees for the obligations of other Persons and, if required by any lender, as security therefor to mortgage, pledge and grant security interests in all or any part of the assets and other property owned by the Company; to repay, in whole or in part, refinance, consolidate, recast, increase, modify or extend any loans which may affect any of the assets and other property owned by the Company; and to execute any and all other documents and instruments and exercise all powers necessary or appropriate to carry out the business of the Company.

ARTICLE II

CONDUCT AND MANAGEMENT OF THE LLC

SECTION 2.01 **Managers.** Except as otherwise provided in this Agreement for actions which require or permit approval by the sole Member, the business of the Company shall be under the control of the Managers. The names and current addresses of the initial Managers are as described in Schedule A hereto. One or more substitute or additional Managers may be elected at any time in the future by the sole Member. Each of the original Managers and any such substitute or additional Managers shall serve as a Manager until either (i) his voluntary resignation as a Manager, or (ii) his removal as a Manager with or without cause at any time by a

Majority of the Managers or the sole Member. The Managers shall not be required to make any Capital Contributions to the Company.

SECTION 2.02 Officers.

(a) In order to facilitate the day-to-day operation of the Company's business, the Company shall have the following Officers: a President, an Executive Vice President, one or more Senior Vice Presidents, one or more Vice Presidents, a Treasurer and a Secretary, and any such additional Officers as a Majority of the Managers may from time to time deem appropriate. The President shall be a Manager, but none of the other Officers need be a Manager. Unless otherwise determined from time to time by a Majority of the Managers or by the sole Member, Eric W. Gerstenberg shall be the President, James M. Rutledge shall be the Executive Vice President, Steven H. Moynihan shall be a Senior Vice President and the Treasurer, William J. Geary shall be a Vice President and the Assistant Secretary, and C. Michael Malm shall be Secretary. Unless otherwise determined from time to time by a Majority of the Managers or the sole Member, the President shall be the chief executive officer of the LLC, the Treasurer shall be responsible for maintaining the funds and financial books and records of the LLC, and the Secretary shall be responsible for maintaining the records of actions (whether by written consent or meeting) of the Managers and of the sole Member and the other non-financial records of the LLC. Each of the Officers of the LLC may be removed (and his successors elected) at any time by a Majority of the Managers or the sole Member.

(b) Except as may otherwise be determined from time to time by a Majority of the Managers or the sole Member, the Managers hereby delegate to each of the President, the Executive Vice President and any Senior Vice President then in office full authority to act on behalf of the LLC. Except as may otherwise be determined from time to time by a Majority of the Managers or the sole Member, each of the President, the Executive Vice President, any Senior Vice President and the Treasurer shall have, without further approval or consent of any of the other Managers or the sole Member, full authority: to acquire and dispose of assets and other property on behalf of the LLC; to negotiate, enter into, execute or modify agreements on behalf of the LLC including, without limitation, partnership agreements, limited liability company agreements, and leases or subleases of any real estate or personal property; to incur obligations for and on behalf of the LLC for and in connection with its business; to borrow money and provide guarantees for the obligations of other Persons and, if required by any lender, as security therefor to mortgage, pledge and grant security interests in all or any part of the assets and other property owned by the Company; to repay, in whole or in part, refinance, consolidate, recast, increase, modify or extend any loans which may affect any of the assets and other property owned by the Company; and to execute any and all other documents and instruments and exercise all powers necessary or appropriate to carry out the business of the Company.

SECTION 2.03 Authorization.

(a) Every contract, agreement, and other instrument executed on behalf of the Company by any Manager, the President, the Executive Vice President, any Senior Vice President, or the Treasurer of the Company, shall be conclusive evidence in favor of every person or entity relying thereon or claiming thereunder that at the time of the delivery thereof (i) the Company was in existence, (ii) this Agreement had not been terminated or canceled or

amended in any manner so as to restrict such authority (except as shown in the Certificate or other instrument duly filed with the Secretary of State of the State of Delaware), and (iii) the execution and delivery of such instrument were duly authorized by the Managers and/or the sole Member to the extent required.

(b) Any person or entity dealing with the Company may always rely on a certificate signed by any Manager, the President, the Executive Vice President, any Senior Vice President, any Vice President, the Secretary or an Assistant Secretary:

(i) as to who are the Managers, the Officers or the Member of the Company,

(ii) as to the existence or nonexistence of any fact or facts which (A) constitute conditions precedent to acts by the Company, or (B) are in any other manner germane to the affairs of the Company,

(iii) as to who is authorized to execute and deliver any instrument or document on behalf of the Company,

(iv) as to the authenticity of any copy of this Agreement and amendments thereto, or

(v) as to any act or failure to act by the Company, or as to any other matter whatsoever involving the Company or any Manager or Officer or Member of the Company.

SECTION 2.04 Actions by Managers or the Sole Member. Approval of any action by the Company which under the terms of this Agreement requires approval by a Majority of the Managers may be granted either by a written consent signed by a Majority of the Managers or by an affirmative vote of a Majority of the Managers at a meeting held for such purpose either with or without prior notice. Any Manager may participate in any such meeting by telephone if all Managers participating in any such meeting shall be able to hear the other participating Managers. The participation of a Majority of the Managers shall constitute a quorum for all purposes. If any action is approved by a Majority of the Managers but any Manager shall not sign any written consent by which, or shall not participate in any meeting at which, such approval was granted, the Secretary of the Company shall promptly provide to such Manager following the date of such written consent or meeting a copy of such written consent or minutes of such meeting. Any action taken by the sole Member under the terms of this Agreement shall be by written consent of the sole Member.

SECTION 2.05 Duty of Care. The sole Member acknowledges that decisions concerning the Company's activities will involve the exercise of judgment and a risk of loss. The Managers, the Officers and their Affiliates shall not be liable to the Company or the Member for any loss suffered by the Company or the Member which arises out of any action or omission of a Manager, an Officer or any Affiliate of a Manager or an Officer, provided that (i) such Manager, Officer or Affiliate determined, in good faith, that such course of conduct was in, or not opposed to, the best interest of the Company or was otherwise permitted by this Agreement, and (ii) such course of conduct did not constitute gross negligence or willful malfeasance, a material breach of this Agreement, or an intentional violation of federal or state law by such Manager, Officer or Affiliate. The Managers, the Officers, and their Affiliates shall not be liable

for the negligence, whether of omission or commission, dishonesty or bad faith of any employee, broker or other agent of the Company selected by the Managers or the Officers with reasonable care. Furthermore, the Managers, the Officers, and their Affiliates shall be entitled to indemnification by the Company to the extent provided in Article X hereof.

ARTICLE III

MEMBER

SECTION 3.01 **Name, Address, and Capital Contribution**. The name and current address of the sole Member are as described in Schedule A hereto. On and after the date of this Agreement, the Member shall make to the Company either in cash or in other tangible or intangible property such Capital Contributions as shall be determined by the Member. The Treasurer shall record the Member's Capital Contributions on the financial records of the Company.

SECTION 3.02 **Limited Liability.** In accordance with the Delaware Act, the liability of the Member to the Company and its creditors shall be limited to (i) any unpaid Capital Contribution which the Member has agreed to make to the Company; (ii) the amount of any distribution previously received from the Company which the Member may be required to return to the Company pursuant to Section 18-607(b) of the Delaware Act; and (iii) the unpaid balance of any other payments (if any) that the Member expressly is required, pursuant to this Agreement, to make to the Company.

SECTION 3.03 **No Control of Company**. Except as otherwise provided in this Agreement, the Member, in its capacity as such, shall not take part in the management or control of the affairs of the Company, or undertake any transactions on behalf of the Company, or have any power to sign for or otherwise to bind the Company.

SECTION 3.04 **Dissolution, Liquidation or Bankruptcy.** The dissolution, liquidation or bankruptcy of the Member shall not result in the termination of the Company, but the rights of the Member under this Agreement shall accrue to the Member's successors, estate or legal representatives. Except as expressly provided in this Agreement, no other event affecting the Member (including but not limited to insolvency) shall affect this Agreement.

ARTICLE IV

EXPENSES AND COMPENSATION

SECTION 4.01 **No Management Fee.** The Company shall not be obligated to pay to the Managers (or any Affiliate of the Managers) any management fee or similar compensation. However, the Managers shall be entitled to receive compensation from the Member and its Affiliates in the Managers' respective capacities as officers and employees of the Member and its Affiliates.

SECTION 4.02 **Expenses.** The Company shall be responsible for the payment from its own funds of all of the Company's expenses.

ARTICLE V

DISTRIBUTIONS

SECTION 5.01 **Amount, Timing and Form.** The Managers shall determine in their discretion the amount, timing and form of all distributions of Distributable Cash to be made by the Company to the sole Member.

ARTICLE VI

TAX ALLOCATIONS

SECTION 6.01 **Allocations of Net Profit or Net Loss.** As described in Articles II, III and V above, the sole Member shall be responsible for all Capital Contributions to the Company, and the Company shall make all distributions to the Member. All distributions of Net Profit or Net Loss by the Company will accordingly be made to the Member. The Company shall therefore be treated for U.S. federal income tax purposes as a "disregarded entity" of which all of the beneficial interests are held by the sole Member.

ARTICLE VII

DURATION OF THE COMPANY

SECTION 7.01 **Term of Company.** The term of the Company commenced on the filing of the Certificate with the Delaware Secretary of State and shall continue until the date on which the Company is dissolved as provided in Sections 7.02 or 7.03 or by operation of law.

SECTION 7.02 **Dissolution Upon Sale of Assets**. The Company shall be dissolved in the event of the sale or distribution by the Company of all or substantially all of the assets of the Company.

SECTION 7.03 **Dissolution by Written Consent of Member.** The sole Member may dissolve the Company at any time by written consent executed by the Member and a copy of which shall be provided to the Managers.

ARTICLE VIII

LIQUIDATION OF THE COMPANY

SECTION 8.01 **General Provisions.** Following the dissolution of the Company in accordance with Article VII hereof, the Company's assets shall be liquidated in an orderly manner. The Managers (or, at the Managers' election, another Person selected by a Majority of the Managers) shall be the liquidator to wind up the affairs of the Company pursuant to this Agreement.

SECTION 8.02 **Liquidating Distributions.** The liquidator shall pay or provide for the satisfaction of the Company's liabilities and obligations to creditors. Any Net Profit or Net Loss realized in connection with the liquidation of the Company shall be allocated to the Member

pursuant to Article VI hereof, and the remaining assets of the Company shall then be distributed to the Member. In performing its duties, the liquidator is authorized to sell, exchange or otherwise dispose of the assets of the Company in such reasonable manner as the liquidator shall determine to be in the best interest of the Company and the Member.

SECTION 8.03 Expenses of Liquidator. The expenses incurred by the liquidator in connection with winding up the Company, and all other losses or liabilities of the Company incurred in accordance with the terms of this Agreement, shall be borne by the Company.

SECTION 8.04 Duration of Liquidation. A reasonable time shall be allowed for the winding up of the affairs of the Company in order to minimize any losses otherwise associated with such a winding up.

SECTION 8.05 Duty of Care. The liquidator shall not be liable to the Company or the Member for any loss attributable to any act or omission of the liquidator in good faith and in a manner such liquidator reasonably believed to be in, or not opposed to, the best interests of the Company in connection with the liquidation of the Company and distribution of its assets and provided that such act or omission did not constitute gross negligence, willful misconduct or a material breach of this Agreement. The liquidator may consult with counsel, investment banking firms, consultants and accountants with respect to liquidating the Company and distributing its assets and may act or omit to act in accordance with the advice of such counsel, investment banking firms, consultants or accountants, provided they shall have been selected with reasonable care.

SECTION 8.06 No Liability for Return of Capital. The liquidator(s), the Managers and their respective officers, directors, agents and Affiliates shall not be personally liable for the return of the Capital Contribution of the Member to the Company.

ARTICLE IX

TRANSFER OF INTERESTS; NO CERTIFICATES REPRESENTING MEMBER INTERESTS

SECTION 9.01 Limitation on Transfer of Rights and Obligations of Managers. The Managers shall not assign, pledge, mortgage, hypothecate, sell or otherwise dispose of or encumber all or any part of their rights or obligations under this Agreement without the prior written consent of the Member.

SECTION 9.02 Transfer of Member Interests. Except as may otherwise be required to comply with applicable federal and state laws, the sole Member shall have the right to transfer all or any part of its interests in the Company by delivery to the Company of an assignment in writing duly executed by the Member.

SECTION 9.03 No Certificates Representing Member Interests. The Company shall not issue any certificates to represent the interests of the Member in the Company. To the extent that the Company may have issued any certificates to represent Member interests in the past, such certificate shall be deemed cancelled and of no further effect upon the date of this Agreement.

ARTICLE X

INDEMNIFICATION

SECTION 10.01 General Provisions.

(a) Subject to the limitations set forth below in this Article X, each of the Managers, the Officers, the Affiliates of the Managers and the Officers, and the liquidator (if any), (each such Person being referred to hereafter as an "Indemnitee"), shall be indemnified by the Company (but only out of Company assets, including the proceeds of liability insurance) against any claim, demand, controversy, dispute, cost, loss, damage, expense (including attorneys' fees), judgment and/or liability incurred by or imposed upon the Indemnitee in connection with any action, suit or proceeding (including any proceeding before any administrative or legislative body or agency), to which the Indemnitee shall become a party or shall be threatened to become a party, by reason of the Indemnitee's being at the time the cause of action arose or thereafter, a Manager, an Officer, an Affiliate of a Manager or an Officer,, a liquidator (if any), or a director, officer, member, partner, employee, consultant or other agent of any other organization in which the Company owns an interest, which other organization the Indemnitee serves or has served as director, officer, manager, member, partner, employee, consultant or other agent at the request of the Company (whether or not the Indemnitee continues to serve in such capacity at the time such action, suit or proceeding is brought or threatened). Each Indemnitee may be entitled to such indemnification notwithstanding that the Company has sold, assigned, distributed or otherwise transferred its investment in such other organization prior to the time that such action, suit or proceeding is brought or threatened.

(b) The Indemnitee shall not be indemnified with respect to matters as to which the Indemnitee shall have been finally adjudicated in any such action, suit or proceeding (i) not to have acted in good faith and in the reasonable belief that the Indemnitee's action was in accordance with such Person's obligations to the Company or to have acted with gross negligence or a willful disregard of his duties, or in breach of his fiduciary obligations, or (ii) with respect to any criminal action or proceeding, not to have had cause to believe beyond any reasonable doubt the Indemnitee's conduct was criminal. In the event of settlement of any action, suit or proceeding brought or threatened, the indemnification provided for in this Article X shall apply to all matters covered by the settlement except for matters as to which the Company is advised by counsel (who may be counsel regularly retained to represent the Company) that the Person seeking indemnification, in the opinion of such counsel, did not act in good faith or acted with gross negligence or a willful disregard of such Person's duties, or in breach of such Person's fiduciary obligations, or, with respect to any criminal action or proceeding, that the Person seeking indemnification had reasonable cause to believe such Person's conduct was criminal.

(c) The right of indemnification provided for in this Article X shall be in addition to any rights to which any Indemnitee may otherwise be entitled and shall inure to the benefit of the executors, administrators, personal representatives, successors or assigns of each such Indemnitee. Such Indemnitee shall first use reasonable efforts to pursue other readily available sources of indemnification before pursuing a claim for indemnification against the Company under this Article X.

SECTION 10.02 Advance Payment of Expenses. The Company shall pay the expenses incurred by an Indemnitee in defending a civil or criminal action, suit or proceeding, or in opposing any claim arising in connection with any potential or threatened civil or criminal action, suit or proceeding, in advance of the final disposition of such action, suit or proceeding, upon receipt of an undertaking by such Indemnitee satisfactory to the Managers to repay such payment if he shall be determined to be not entitled to indemnification therefor as provided herein; provided, however, that in such instance the Indemnitee is not commencing an action, suit, or proceeding against the Company, or defending an action, suit or proceeding commenced against the Indemnitee by the Company, or opposing a claim by the Company arising in connection with any such potential or threatened action, suit or proceeding.

SECTION 10.03 Insurance. At its election, the Managers may cause the Company to purchase and maintain insurance, at the expense of the Company and to the extent available, for the protection of the Managers, the Officers, the Affiliates of the Managers and the Officers, any liquidator, and the directors, officers, employees, consultants or other agents of any such Person, against any liability incurred by any such Person in any such capacity or arising out of his status as such, whether or not the Company has the power to indemnify such Person against such liability. The Managers may also cause the Company to purchase and maintain insurance for the protection of any officer, director, employee, consultant or other agent of any other organization in which the Company owns an interest or of which the Company is a creditor against similar liabilities, whether or not the Company has the power to indemnify any such Person against such liabilities.

ARTICLE XI

ACCOUNTING; RECORDS AND REPORTS

SECTION 11.01 Fiscal Year. The fiscal year of the Company shall be the calendar year, or such other year as required by the Code.

SECTION 11.02 Keeping of Accounts and Records. At all times the Managers shall cause to be kept proper and complete books of account, in which shall be entered fully and accurately the transactions of the Company. Such books of account, together with (i) an executed copy of this Agreement (and any amendments hereto); (ii) the Certificate of the Company (and any amendments thereto); (iii) executed copies of any powers of attorney pursuant to which any of the aforesaid documents has been executed; and (iv) financial statements of the Company for each of the prior three years, shall at all times be maintained at the location specified in Section 1.02 hereof.

SECTION 11.03 Inspection Rights. Until the liquidation of the Company has been completed, the Member may examine the Company's books, records, accounts and assets, including bank balances, and may make, or cause to be made, any audit thereof at the Company's expense.

SECTION 11.04 Reports. The Managers shall prepare and transmit to the Member at the Company's expense such financial and other reports as shall be determined from time to time by the Member.

ARTICLE XII

WAIVER AND AMENDMENT

SECTION 12.01 Waiver and Amendment. Except for any waiver or amendment of the provisions of Sections 2.5 and 10.01 through 10.03 hereof which would adversely affect any Manager (or any Affiliate of a Manager), the terms and provisions of this Agreement may be waived, modified, terminated or amended at any time by the sole Member. The sole Member shall not waive or amend any provision of Sections 2.05 or 10.01 through 10.03 hereof in such a manner as would adversely affect any Manager (or any Affiliate of a Manager) without the written consent of such Manager.

ARTICLE XIII

GENERAL PROVISIONS

SECTION 13.01 Notices. Except where otherwise specifically provided in this Agreement, all notices, requests, consents, approvals and statements shall be in writing and shall be deemed to have been properly given by (i) personal delivery, (ii) first class mail, postage prepaid, (iii) electronic facsimile transmission, or (iv) courier service, addressed in each case: if to the Company, at the address where the Company's books and records are maintained as specified in Section 1.02 hereof; if to a Manager, at such Manager's address set forth in Schedule A; and if to the Member, to the Member's address set forth in Schedule A, or, in each case, to such other address or addresses (and/or by e-mail or other manner of delivery) as the addressee may have specified by written notice as aforesaid.

SECTION 13.02 Binding on Successors. This Agreement shall be binding upon and inure to the benefit of the respective heirs, successors, assigns and legal representatives of the parties hereto.

SECTION 13.03 Counterparts. This Agreement or any amendment hereto may be signed in any number of counterparts, each of which shall be an original, but all of which taken together shall constitute one agreement (or amendment, as the case may be).

SECTION 13.04 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware.

SECTION 13.05 Construction. Whenever the content of this Agreement permits, the masculine gender shall include the feminine and neuter genders, and reference to singular or plural shall be interchangeable with the other. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the other provisions, and this Agreement shall be construed and reformed in all respects as if any such invalid or unenforceable provision(s) were omitted in order to give effect to the intent and purposes of this Agreement. References in this Agreement to particular sections of the Code or the Delaware Act shall be deemed to refer to such sections or provisions of the Code or the Delaware Act (or any successor legislation) as they may be amended after the date of this Agreement.

ARTICLE XIV

CERTAIN DEFINITIONS

SECTION 14.01 **Certain Definitions**. For purposes of this Agreement, the following terms have the respective meanings set forth below:

"Affiliate" means, with respect to the Person to which it refers, a Person that either (i) directly or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with, such Person or (ii) is the successor or assign to such Person.

"Agreement" means this Fourth Amended and Restated Limited Liability Company Agreement, as it may be subsequently amended and/or restated in accordance with its terms.

"Capital Contribution" means the aggregate amount of cash or other property contributed by the Member to the Company pursuant to this Agreement.

"Certificate" means the certificate of formation of the Company and any amendments or restatements thereof as filed with the Delaware Secretary of State under the Delaware Act.

"Code" means the United States Internal Revenue Code of 1986 and the rules and regulations promulgated thereunder, as amended from time to time, or any successor statute thereto.

"Delaware Act" means the Delaware Limited Liability Company Act, as amended from time to time.

"Distributable Cash" means all cash of the Company that the Managers determine is available for distribution to the Member after the payment or provision for payment by the Company of all expenses incurred by the Company and in collecting any amounts then owed to the Company and so attributable.

"Indemnitee" shall have the meaning set forth in Section 10.01.

"Majority of the Managers" means (i) at least three of the Managers if there are then five or four Managers, (ii) at least two of the Managers if there are then three Managers, and (iii) both of the Managers if there are then only two Managers.

"Manager" means each of the Persons then serving as a Manager of the Company in accordance to Section 2.01 hereof, in his capacity as a Manager of the LLC.

"Member" means Clean Harbors, Inc., a Massachusetts corporation.

"Net Profit" or "Net Loss" means, with respect to any fiscal year, the sum of the Company's: (a) net profit or loss as determined in accordance with the Code and the Regulations thereunder, and (b) any income exempt from federal income tax, after deduction of all expenses properly chargeable to the Company for such fiscal year (whether deductible or non-deductible and whether described in Section 705(a)(2)(B) of the Code, treated as so described pursuant to

Treasury Regulations Section 1.704-1(b)(2)(iv)(i), or otherwise). For this purpose, Net Profit or Net Loss shall be determined in accordance with tax accounting principles rather than generally accepted accounting principles, and any expenses required to be capitalized and included in the Company's adjusted tax basis in any asset or which reduce the amount realized by the Company on the disposition of any asset shall be disregarded.

"Officers" means the President, the Executive Vice President, the Senior Vice Presidents, the Vice Presidents, the Treasurer, the Secretary, and any such other officers of the Company as shall be elected by a Majority of the Managers or the sole Member in accordance with Section 2.02(a) hereof.

"Person" means any individual, general partnership, limited partnership, limited liability company, corporation, joint venture, trust, business trust, cooperative or association and the heirs, executors, administrators, legal representative, successors and assigns of such Person where the context so admits.

"Treasury Regulations" mean the Regulations promulgated by the United States Department of the Treasury under the Code, as amended.

IN WITNESS WHEREOF, the undersigned have executed this Fourth Amended and Restated Limited Liability Company Agreement as of the effective date first above written.

MANAGERS:

/s/ Eric W. Gerstenberg
Eric W. Gerstenberg

/s/ Stephen H. Moynihan
Stephen H. Moynihan

/s/ William J. Geary
William J. Geary

MEMBER:

CLEAN HARBORS, INC.

By: /s/ Stephen H. Moynihan
Stephen H. Moynihan
Senior Vice President

CLEAN HARBORS EL DORADO, LLC
SCHEDULE A

Name and Address

<table>
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Managers:

Eric W. Gerstenberg
c/o Clean Harbors, Inc.
42 Longwater Drive
Norwell, MA 02061

Stephen H. Moynihan
c/o Clean Harbors, Inc.
42 Longwater Drive
Norwell, MA 02061

William J. Geary
c/o Clean Harbors, Inc.
42 Longwater Drive
Norwell, MA 02061

</td><td>

Sole Member:

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

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Exhibit 3.28

FEDERAL IDENTIFICATION
NO. 04-2698999

The Commonwealth of Massachusetts
William Francis Galvin
Secretary of the Commonwealth
One Ashburton Place, Boston, Massachusetts 02108-1512

RESTATED ARTICLES OF ORGANIZATION
(General Laws, Chapter 156B, Section 74)

We, Stephen H. Moynihan, Vice President, and C. Michael Malm, Clerk, of Clean Harbors Environmental Services, Inc., located at 1501 Washington Street, P.O. Box 859048, Braintree, MA 02185-9048, do hereby certify that the following Restatement of the Articles of Organization was duly adopted at a meeting held on June 23, 2004 by a vote of 2,900 shares of common stock of 2, 900 shares outstanding.

**being at least a majority of each type, class or series outstanding and entitled to vote thereon: / **being at least two-thirds of each type, class or series outstanding and entitled to vote thereon and of each type, class or series of stock whose rights are adversely affected thereby:

ARTICLE I
The name of the corporation is:

Clean Harbors Environmental Services, Inc.

ARTICLE II
The purpose of the corporation is to engage in the following business activity(ies):

To provide comprehensive environmental services, including but not limited to hazardous waste analysis, management, recycling, remediation and reduction, and to perform any other activities or businesses permitted to a corporation organized under c. 156B of the General Laws of the Commonwealth of Massachusetts.

ARTICLE III

State the total number of shares and par value, if any, of each class of stock which the corporation is authorized to issue:

WITHOUT PAR VALUE		WITH PAR VALUE		
TYPE	NUMBER OF SHARES	TYPE	NUMBER OF SHARES	PAR VALUE
Common:		Common:	87,700	$ .01
Preferred:		Preferred:	12,300	$ .01

ARTICLE IV

If more than one class of stock is authorized, state a distinguishing designation for each class. Prior to the issuance of any shares of a class, if shares of another class are outstanding, the corporation must provide a description of the preferences, voting powers, qualifications, and special or relative rights or privileges of that class and of each other class of which shares are outstanding and of each series then established within any class.

See Continuation Sheets 4A — 4E herewith and incorporated herein.

ARTICLE V

The restrictions, if any, imposed by the Articles of Organization upon the transfer of shares of stock of any class are:

None.

ARTICLE VI

**Other lawful provisions, if any, for the conduct and regulation of the business and affairs of the corporation, for its voluntary dissolution, or for limiting, defining, or regulating the powers of the corporation, or of its directors or stockholders, or of any class of stockholders:

See Continuation Sheets 6A — 6C herewith and incorporated herein.

CONTINUATION SHEETS FOR ARTICLE IV OF RESTATED ARTICLES

A. Classes of Stock. This corporation is authorized to issue two classes of stock designated, respectively, as common stock, $.01 par value per share ("Common Stock") and Series A Preferred Stock, $.01 par value per share ("Series A Preferred Stock."). The total number of shares which the corporation is authorized to issue is One Hundred Thousand (100,000) shares, of which Eighty-Seven Thousand Seven Hundred (87,700) shall be Common Stock and Twelve Thousand Three Hundred (12,300) shall be Series A Preferred Stock.

B. Rights, Preferences and Restrictions of Series A Preferred Stock. The rights, preferences, restrictions and other matters relating to the Series A Preferred Stock are as follows:

1. Certain Definitions. As used in this Article IV, the following definitions shall apply:

(a) Initial Stated Value. The "Initial Stated Value" of each share of Series A Preferred Stock shall be Ten Thousand ($10,000) Canadian dollars, which is intended to be the fair market value of such share, unless either:

(i) any taxing authority having jurisdiction asserts, by assessment or reassessment, proposed assessment or reassessment or otherwise, including an assessment or reassessment on the basis that any gift, benefit or advantage is or has been conferred on any person by reason of the issuance and/or any subsequent transfer of the Series A Preferred Stock (collectively, a "proceeding"), that the fair market value of a share of Series A Preferred Stock on the issue date was less than Ten Thousand ($10,000) Canadian Dollars for any reason other than any alleged disparity between the Series A Dividend Rate (as defined below) and the then market rate of dividends on securities comparable to the Series A Preferred Stock. In the event of any such proceeding, the Initial Stated Value of each outstanding share of Series A Preferred Stock shall be adjusted to be an amount equal to the lesser of (A) Ten Thousand ($10,000) Canadian Dollars or (B) the fair market value of each share of Series A Preferred Stock that either: (A) is agreed upon by such taxing authority, the corporation and each then holder of Series A Preferred Stock in settlement of such proceeding; (B) serves as the basis for such proceeding against which no defense or appeal is taken by the corporation or any holder of Series A Preferred Stock adversely affected thereby; or (C) established by a court or tribunal of competent jurisdiction on the defense of or appeal from such proceeding after all rights of appeal have been exhausted or after all times for appeal have expired without appeals having been taken by any of the parties hereto or such taxing authority; or

(ii) the corporation and the holder(s) of all outstanding shares of Series A Preferred Stock determine, based on information including, without limitation, financial accounting information, not available to them on the issuance of such shares, that the fair market value of each such share of Series A Preferred Stock was then less than Ten Thousand ($10,000) Canadian Dollars. In such event, the Initial Stated Value of all outstanding shares of Series A Preferred Stock will be decreased to an amount equal to the fair market value of the shares of Series A Preferred Stock on the issuance thereof that is at that time agreed to by all such parties.

In the event of any reduction in the Initial Stated Value of a share of Series A Preferred Stock in accordance with the foregoing provisions, all subsequent calculations of the Stated Value of such share shall be adjusted so as to reflect the Initial Stated Value of such share as so determined.

(b) Stated Value. The "Stated Value" of each share of Series A Preferred Stock shall be the Initial Stated Value of such share as (i) increased by the amount of any accrued but unpaid dividends on such share to the extent provided in subparagraph (b) of Section 2 below, and (ii) increased or reduced (as appropriate) in the event of any stock dividend, stock split, reverse stock split, combination or similar event with respect to the Series A Preferred Stock.

2. Dividend Provisions.

(a) The holders of shares of Series A Preferred Stock shall be entitled to receive dividends, out of any assets legally available therefore, prior and in preference to the holders of Common Stock or other classes of common stock, at the rate of 11.125% per annum on the then Stated Value of each share of Series A Preferred Stock. Dividends at such rate (the "Series A Dividend Rate") shall accrue, from day to day, on each outstanding share of Series A Preferred Stock from its original issue date, whether or not earned or declared. All dividends on the Series A Preferred Stock shall be payable in Canadian dollars.

(b) Except as otherwise specifically provided in this Article IV with respect to payment of accrued dividends on the redemption of the Series A Preferred Stock or other specified events, dividends shall be payable on the Series A Preferred Stock on January 15 of each year to holders of record on January 1 of such year but only if declared by the corporation's Board of Directors. However, to the extent that there shall be any accrued but unpaid dividends on any outstanding share of Series A Preferred Stock as of January 15 of any year commencing with the first full calendar year which commences subsequent to the original issue date of such share, the amount of such accrued but unpaid dividends shall thereupon be added to the Stated Value of such share and thereafter accrue dividends at the Series A Dividend Rate. Upon not less than ten (10) days prior written notice from any holder of record of Series A Preferred Stock, the corporation shall provide a written description as to the Stated Value and the accrued but unpaid dividends on each share of Series A Preferred Stock held of record by such holder.

3. Liquidation Preference.

(a) In the event of any liquidation, dissolution or winding up of this corporation, either voluntary or involuntary, the holders of Series A Preferred Stock shall be entitled to receive, prior and in preference to any distribution of any of the assets of the corporation to the holders of Common Stock or other classes of Common Stock by reason of their ownership thereof, an amount per share (the "Series A Liquidation Preference") equal to the sum of (i) the then Stated Value of each outstanding share of Series A Preferred Stock, and (ii) the amount of then accrued but unpaid dividends upon such share of Series A Preferred Stock (except to the extent that the Stated Value of such share shall have previously been increased by the amount of such accrued but unpaid dividends). If upon the occurrence of such event, the assets and funds thus distributed among the holders of the Series A Preferred Stock shall be

insufficient to permit the payment to such holders of the full Series A Liquidation Preference, then the entire assets and funds of the corporation legally available for distribution shall be distributed ratably among the holders of the Series A Preferred Stock in proportion to the preferential amount each such holder is otherwise entitled to receive.

(b) Upon the completion of the distribution required by subparagraph (a) of this Section 3, if assets remain in the corporation, the holders of the Common Stock of the corporation shall receive all of the remaining assets of the corporation.

(c) For purposes of this Section 3, unless the holders of at least 66-2/3% of the then outstanding Series A Preferred Stock shall otherwise determine by vote or written consent as to any specific transaction involving the corporation, a liquidation, dissolution or winding up of this corporation shall be deemed to be occasioned by, or to include, (i) the acquisition of the corporation by another entity by means of any transaction or series of related transactions (including, without limitation, any reorganization, merger or consolidation, or sale of stock); or (ii) a sale of all or substantially all of the assets of the corporation; unless the corporation’s shareholders of record as constituted immediately prior to such acquisition or sale will, immediately after such acquisition or sale (by virtue of securities issued as consideration for the corporation’s acquisition or sale or otherwise) hold at least 50% of the voting power of the surviving or acquiring entity.

(d) The corporation shall give each holder of record of Series A Preferred Stock written notice of such impending transaction described in subparagraph (c) not later than twenty (20) days prior to the shareholders’ meeting called to approve such transaction, or twenty (20) days prior to the closing of such transaction, whichever is earlier, and shall also notify such holders in writing of the final approval of such transaction. The first of such notices shall describe the material terms and conditions of the impending transaction and the provisions of this Section 3, and the corporation shall thereafter give such holders prompt notice of any material changes. The transaction shall in no event take place sooner than twenty (20) days after the corporation has given the first notice provided for herein or sooner than ten (10) days after the corporation has given notice of any material changes provided for herein; provided, however, that such periods may be shortened upon the written consent of the holders of Series A Preferred Stock that are entitled to such notice rights or similar notice rights and that represent at least a majority of the voting power of all then outstanding shares of such Series A Preferred Stock.

4. Redemption.

(a) Subject to and in compliance with the provisions of this Section 4, the corporation, at its option, shall have the right to redeem any or all of the then outstanding shares of Series A Preferred Stock by paying in cash an amount per share (the “Series A Redemption Price”) equal to the then Series A Liquidation Preference. In case of the redemption of only part of the Series A Preferred Stock at the time outstanding, such redemption shall be made pro rata among the then holders based upon their respective numbers of shares of Series A Preferred Stock.

(b) At least fifteen (15) days but no more than thirty (30) days prior to the Series A Redemption Date (as hereinafter defined), this corporation shall mail written notice (the

"Redemption Notice") by certified or registered, first class mail, or by delivery to a nationally recognized overnight delivery service, to each holder of record of Series A Preferred Stock, at such holder's address shown on the corporation's stock transfer records. The Redemption Notice shall contain the following information: (i) the number of shares of Series A Preferred Stock held by the holder which shall be redeemed by the corporation, and the total number of shares of Series A Preferred Stock held by all holders to be so redeemed; (ii) the date upon which the redemption is to become effective (the "Redemption Date") and the applicable Series A Redemption Price; and (iii) the address to which the holder is to surrender to the corporation the certificate or certificates representing the shares of Series A Preferred Stock to be redeemed.

(c) From and after the Series A Redemption Date, unless there shall have been a default in payment of the Series A Redemption Price, all rights of the holders of shares of Series A Preferred Stock (except the right to receive the Series A Redemption Price without interest upon surrender of their certificate or certificates) shall cease with respect to such shares, and such shares shall not thereafter be transferred on the books of this corporation or be deemed to be outstanding for any purpose whatsoever.

(d) The Series A Preferred Stock shall not be redeemable at the option of the holders thereof.

5. Voting Rights. The holders of the Series A Preferred Stock shall have the following voting rights:

(a) Each share of Series A Preferred Stock shall entitle the holder thereof to one vote for each share held and, except as provided herein or by law, the Series A Preferred Stock and the Common Stock shall vote together as one class.

(b) In addition to the voting rights specified in subparagraph (a) of this Section 4 or as may be specifically required by Massachusetts law, the Series A Preferred Stock shall vote as a single class with respect to any proposal (i) to change the definitions of "Initial Stated Value" or "Stated Value," the Series A Dividend Rate, the Series A Liquidation Preference, the Series A Redemption Price, the voting rights of the Series A Preferred Stock, or the number of authorized shares of Series A Preferred Stock; (ii) to increase the authorized amount of any class of capital stock of the corporation unless the same ranks junior to the Series A Preferred Stock as to dividends and distributions of assets upon liquidation of the corporation; (iii) to authorize, create, issue or sell any shares of any class (or any series of any class) of capital stock of the corporation that ranks pari passu with or prior to the Series A Preferred Stock as to dividends or distribution of assets upon the liquidation of the corporation; or (iv) for the alteration, change or modification of the rights set forth in this Section 5.

(c) Unless the vote of a larger percentage is required by law or the Articles of Organization of the corporation, the affirmative vote of the holders of a majority of the outstanding shares of Series A Preferred Stock shall be sufficient to take any action as to which a class vote of the holders of the Series A Preferred Stock is required by law or the Articles of Organization.

6. Status of Redeemed Stock. In the event any shares of Series A Preferred Stock shall be redeemed pursuant to Section 3 hereof, the shares so redeemed shall be cancelled and shall not be issuable by the corporation.

7. No Conversion Rights. The holders of the Series A Preferred Stock shall have no right to convert their shares into shares of Common Stock of the corporation.

C. Common Stock.

1. Dividend Rights. Subject to the prior rights of holders of the Series A Preferred Stock and any other classes of stock at the time outstanding having prior rights as to dividends, the holders of the Common Stock shall be entitled to receive, when and as declared by the Board of Directors, out of any assets of the corporation legally available therefor, such dividends as may be declared from time to time by the Board of Directors. The Board of Directors shall have the right from time to time to declare dividends upon outstanding shares of Common Stock even though there are then accrued but unpaid dividends on the Series A Preferred Stock provided that, after giving effect to the payment of such dividends on outstanding shares of Common Stock, the Corporation shall remain able to pay in full the Series A Liquidation Preference which would then be payable to the holders of all then outstanding shares of Series A Preferred Stock if the Corporation were then to be liquidated, dissolved or wound up.

2. Liquidation Rights. Upon the liquidation, dissolution or winding up of the corporation, the assets of the corporation shall be distributed as provided in Section 3 of Division (B) of this Article IV.

3. Voting Rights. The holder of each share of Common Stock shall have the right to one vote, and shall be entitled to notice of any shareholders' meeting in accordance with the bylaws of this corporation, and shall be entitled to vote upon such matters and in such manner as may be provided by law.

Continuation Sheet 6A

Special Provisions

ONE: All corporate powers of the Corporation shall be exercised by the Board of Directors except as otherwise provided by law. In furtherance and not in limitation of the powers conferred by statute, the Board of Directors is expressly authorized to make, amend or repeal the By-Laws of the Corporation in whole or in part, except with respect to any provision thereof which by law or the By-Laws requires action by the stockholders, and subject to the power of the stockholders to amend or repeal any By-Law adopted by the Board of Directors.

TWO: Meetings of the stockholders of the Corporation may be held anywhere within the United States.

THREE: The Corporation may be a partner in any business enterprise which it would have power to conduct by itself.

FOUR: In the absence of fraud, no contract or other transaction of the Corporation shall be affected or invalidated by the fact that any of the directors of the Corporation are in any way interested in or connected with any other party to such contract or transaction or are themselves parties to such contract or transaction, provided that the interest in any such contract or transaction of any such director shall at the time be fully disclosed or otherwise known to the Board of Directors. Any director of the Corporation may be counted in determining the existence of a quorum at any meeting of the Board of Directors which shall authorize such contract or transaction and may vote and act upon any matter, contract or transaction between the Corporation and any other person without regard to the fact that he is also a stockholder, director or officer of, or has any interest in, such other person with the same force and effect as if he were not such stockholder, director or officer or not so interested. Any contract or other transaction of the Corporation or of the Board of Directors or of any committee thereof which shall be ratified by a majority of the holders of the issued and outstanding stock entitled to vote at any annual meeting or any special meeting called for that purpose shall be as valid and as binding as though ratified by every stockholder of the Corporation; provided, however, that any failure of the stockholders to approve or ratify such contract or other transaction, when and if submitted, shall not be deemed in any way to render the same invalid or deprive the directors and officers of their right to proceed with such contract or other transaction.

Continuation Sheet 6B

FIVE: The Corporation shall, to the extent legally permissible, indemnify each person (and his heirs, executors, administrators, or other legal representatives) who is, or shall have been, a director or officer of the Corporation or any person who is serving, or shall have served, at the request of the Corporation as a director or officer of another corporation, against all liabilities and expenses (including judgments, fines, penalties and attorneys' fees and all amounts paid in compromise or settlement) reasonably incurred by any such director, officer or person in connection with, or arising out of, any action, suit or proceeding in which any such director, officer or person may be a party defendant or with which he may be threatened or otherwise involved, directly or indirectly, by reason of his being or having been a director or officer of the Corporation or such other corporation, except in relation to matters as to which any such director, officer or person shall be finally adjudged, other than by consent, in such action, suit or proceeding not to have acted in good faith in the reasonable belief that his action was in the best interests of the Corporation; provided, however, that indemnity shall not be made with respect to such amounts paid in compromise or settlement, unless:

(a) such compromise or settlement shall have been approved as in the best interests of the Corporation, after notice that it involves such indemnification by:

(i) The Board of Directors by a majority of a quorum consisting of directors who were not parties to such action, suit or proceeding, or by

(ii) The stockholders of the Corporation by a majority vote of a quorum consisting of stockholders who were not parties to such action, suit or proceeding, or

(b) in the absence of action by disinterested directors or stockholders as above provided, there has been obtained at the request of a majority of the Board of Directors then in office a written opinion of independent legal counsel to the effect that the director or officer to be indemnified appears to have acted in good faith in the reasonable belief that his action was in the best interests of the Corporation.

Continuation Sheet 6C

Upon request therefor by any director, officer, or person enumerated in the preceding paragraph of this Article, the Corporation may from time to time, if authorized by the Board of Directors, prior to final adjudication or compromise or settlement of the matter or matters as to which indemnification is claimed, advance to such director, officer or person all expenses incurred by him to date of such request. Any advance made pursuant to this provision shall be made on the condition that the director, officer or person receiving such advance shall repay to the Corporation any amounts so advanced if, upon the termination of the matter or matters as to which such advances were made, such director, officer or person shall not be entitled to indemnification under the preceding paragraph of this Article.

The foregoing right to indemnification shall not be exclusive of any other rights to which any such director, officer or person is entitled under any agreement, vote of stockholders, statute, or as a matter of law, or otherwise.

The provisions of this Article are separable, and if any provision or portion hereof shall for any reason be held inapplicable, illegal or ineffective, this shall not prevent any other provision or portion hereof from applying, and shall not affect any right of indemnification existing otherwise than under this Article.

SIX: No director shall be personally liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director notwithstanding any provision of law imposing such liability; provided, however, that such limitation on liability will not eliminate or limit the liability of a director (i) for any breach of the director's duty of loyalty to the Corporation or its stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) under sections 61 or 62 of Chapter 156B of the Massachusetts General Laws, or (iv) for any transaction from which the director derived an improper personal benefit. If the Massachusetts Business Corporation Law is amended after the effective date of these Articles of Organization, to authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of a director of the Corporation shall be eliminated or limited to the fullest extent permitted by the Massachusetts Business Corporation Law, as so amended.

SEVEN: All shares of common stock issued by the Corporation shall, to the extent permitted by the Internal Revenue Code, be deemed issued pursuant to a Plan to Issue Section 1244 Stock.

ARTICLE VII

The effective date of the restated Articles of Organization of the corporation shall be the date approved and filed by the Secretary of the Commonwealth. If a later effective date is desired, specify such date which shall not be more than thirty days after the date of filing.

ARTICLE VIII

The information contained in Article VIII is not a permanent part of the Articles of Organization.

a. The street address (post office boxes are not acceptable) of the principal office of the corporation to Massachusetts is:

1501 Washington St., P.O. Box 859048, Braintree, Massachusetts 02185-9048

b. The name, residential address and post office address of each director and officer of the corporation is as follows:

	NAME	RESIDENTIAL ADDRESS	POST OFFICE ADDRESS
President:	Alan S. McKim	74 School Street Hingham, MA 02043	same
Treasurer:	Carl Paschetag	61 Morton Street Swampscott, MA 01907	same
Clerk:	C. Michael Malm	63 Atlantic Avenue, Unit 6A Boston, MA 02110	same
Directors:	Alan S. McKim	(as above)	

c. The fiscal year (i.e., tax year) of the corporation shall end on the last day of the month of:

December

d. The name and business address of the resident agent, if any, of the corporation is:

CT Corporation, 101 Federal Street Boston, MA 02110

**We further certify that the foregoing Restated Articles of Organization affect no amendments to the Articles of Organization of the corporation as heretofore amended, except amendments to the following articles. Briefly describe amendments below:

ARTICLES III, IV and VI

SIGNED UNDER THE PENALTIES OF PERJURY, this 23rd day of June, 2004,

/s/ Stephen H. Moynihan, Vice President,
/s/ C. Michael Malm, Clerk.

THE COMMONWEALTH OF MASSACHUSETTS

RESTATED ARTICLES OF ORGANIZATION
(General Laws, Chapter 156B, Section 74)

I hereby approve the within Restated Articles of Organization and, the filing fee in the amount of $500.00 having been paid, said articles are deemed to have been filed with me this 25th day of June, 2004.

Effective Date: ______________________________

WILLIAM FRANCIS GALVIN
Secretary of the Commonwealth

TO BE FILLED IN BY CORPORATION
Contact information:

C. Michael Malm, Esq.
DAVIS, MALM & D'AGOSTINE, P.C.
One Boston Place, Suite 3700
Boston, MA 02108

Telephone: 617/367-2500

Email: cmalm@davismalm.com

The Commonwealth of Massachusetts
William Francis Galvin
Secretary of the Commonwealth
One Ashburton Place, Boston, Massachusetts 02108-1512

Articles of Amendment
(General Laws, Chapter 156D; Section 10.06; 950 CMR 113.33)

Exact name of corporation: Clean Harbors Environmental Services, Inc.

Registered office address: 1501 Washington Street, P.O. Box 859048, Braintree, MA 02185-9048

These articles of amendment affect article(s): IV and VI

Adopted and approved on: January 3, 2005

Check the appropriate box below:

☐ the incorporators.
☐ the board of directors without shareholder approval and shareholder approval was not required.
☐ the board of directors and the shareholders in the manner required by law and the articles of organization.

State the article number and the text of the amendment. If the amendment authorizes an exchange, or effects a reclassification or cancellation, of issued shares, state the provisions for implementing the action unless contained in the text of the amendment.

ARTICLE IV of the corporation's Restated Articles of Organization as effective June 25, 2004, is hereby amended by changing Section 2(b) of Division (B) of such Article to read as follows:

(b) Except as otherwise specifically provided in this Article IV with respect to payment of accrued dividends on the redemption of the Series A Preferred Stock or other specified events, dividends shall be payable on each outstanding share of Series A Preferred Stock on such payment dates as shall be declared by the corporation's Board of Directors. However, to the extent (if any) that there shall be accrued but unpaid dividends on any outstanding share of Series A Preferred Stock as of January 15 of any year commencing with the first full calendar year which commences subsequent to the original issue date of such share, the amount of such accrued but unpaid dividends shall thereupon be added to the Stated Value of such share and thereafter accrue dividends at the Series A Dividend Rate. Upon not less than ten (10) days prior written notice from any holder of record of Series A Preferred Stock, the corporation shall provide a written description as to the Stated Value and the accrued but unpaid dividends on each share of Series A Preferred Stock held of record by such holder.

Except for such change, the remainder of Article IV as stated in such Restated Articles of Organization shall remain in full force and effect.

ARTICLE VI of such Restated Articles of Organization is hereby amended by deleting Continuation Sheets 6A through 6C in their entirety and

replacing them with the Continuation Sheets 6A and 6B attached hereto.

Continuation Sheet 6A

Special Provisions

ONE: The Board of Directors is expressly authorized to make, amend or repeal the By-Laws of the Corporation in whole or in part, except with respect to any provision thereof which by law or the By-Laws requires action by the stockholders, and subject to the power of the stockholders to amend or repeal any By-Law adopted by the Board of Directors'.

TWO: Any action which may be taken by shareholders may be taken without a meeting if (i) all shareholders entitled to vote on the matter or (ii) the shareholders having not less than the minimum number of votes necessary to take the action at a meeting at which all shareholders entitled to vote on the action are present and voting consent to the action in writing and the written consents are delivered to the Corporation for inclusion with the records of the meetings of shareholders within 60 days of the earliest dated consent delivered to the Corporation.

THREE: The Board of Directors may consist of one, two or more individuals regardless of the number of shareholders.

FOUR: The Corporation shall, to the extent legally permissible, indemnify each person (and his heirs, executors, administrators, or other legal representatives) who is, or shall have been, a director or officer of the Corporation or any person who is serving, or shall have served, at the request of the Corporation as a director or officer of another corporation, against all liabilities and expenses (including judgments, fines, penalties and attorneys' fees and all amounts paid in compromise or settlement) reasonably incurred by any such director, officer or person in connection with, or arising out of, any action, suit or proceeding in which any such director, officer or person may be a party defendant or with which he may be threatened or otherwise involved, directly or indirectly, by reason of his being or having been a director or officer of the Corporation or such other corporation, except in relation to matters as to which any such director, officer or person shall be finally adjudged, other than by consent, in such action, suit or proceeding not to have acted in good faith in the reasonable belief that his action was in the best interests of the Corporation; provided, however, that indemnity shall not be made with respect to such amounts paid in compromise or settlement, unless:

(a) such compromise or settlement shall have been approved as in the best interests of the Corporation, after notice that it involves such indemnification by:

(i) The Board of Directors by a majority of a quorum consisting of directors who were not parties to such action, suit or proceeding, or by

(ii) The stockholders of the Corporation by a majority vote of a quorum consisting of stockholders who were not parties to such action, suit or proceeding, or

(b) in the absence of action by disinterested directors or stockholders as above provided, there has been obtained at the request of a majority of the Board of Directors then in office a written opinion of independent legal counsel to the effect that the director or officer to be indemnified appears to have acted in good faith in the reasonable belief that his action was in the best interests of the Corporation.

Upon request therefor by any director, officer, or person enumerated in the preceding paragraph of this Article, the Corporation may from time to time, if authorized by the Board of Directors, prior to final adjudication or compromise or settlement of the matter or matters as to which indemnification

is claimed, advance to such director, officer or person all expenses incurred by him to date of such request. Any advance made pursuant to this provision shall be made on the condition that the director, officer or person receiving such advance shall repay to the Corporation any amounts so advanced if, upon the termination of the matter or matters as to which such advances were made, such director, officer or person shall not be entitled to indemnification under the preceding paragraph of this Article.

The foregoing right to indemnification shall not be exclusive of any other rights to which any such director, officer or person is entitled under any agreement, vote of stockholders, statute, or as a matter of law, or otherwise.

The provisions of this Article are separable, and if any provision or portion hereof shall for any reason be held inapplicable, illegal or ineffective, this shall not prevent any other provision or portion hereof from applying, and shall not affect any right of indemnification existing otherwise than under this Article.

FIVE: No director shall be personally liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director notwithstanding any provision of law imposing such liability; provided, however, that such limitation on liability will not eliminate or limit the liability of a director (i) for any breach of the director’s duty of loyalty to the Corporation or its stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) under Section 6.40 of Chapter 156D of the Massachusetts General Laws, or (iv) for any transaction from which the director derived an improper personal benefit. If the Massachusetts Business Corporation Act is amended after the effective date of these Articles of Organization, to authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of a director of the Corporation shall be eliminated or limited to the fullest extent permitted by the Massachusetts Business Corporation Act, as so amended.

SIX: All shares of common stock issued by the Corporation shall, to the extent permitted by the Internal Revenue Code, be deemed issued pursuant to a Plan to Issue Section 1244 Stock.

To change the number of shares and the par value (if any)* of any type, or to designate a class or series, of stock, or change a designation of class or series of stock, which the corporation is authorized to issue, complete the following: **Not applicable**

The total presently authorized is:

WITHOUT PAR VALUE		WITH PAR VALUE		
TYPE	**NUMBER OF SHARES**	**TYPE**	**NUMBER OF SHARES**	**PAR VALUE**

Change the total authorized to:

WITHOUT PAR VALUE		WITH PAR VALUE		
TYPE	**NUMBER OF SHARES**	**TYPE**	**NUMBER OF SHARES**	**PAR VALUE**

The foregoing amendment(s) will become effective when these Articles of Amendment are filed in accordance with General Laws, Chapter 156D, S 1.25 unless these articles specify, in accordance with the vote adopting the amendment a later effective date not more than ninety days after such filing, in which event the amendment will become effective on such later date.

Later effective date: Not Applicable

Signed by: /s/ C. Michael Malm, Secretary

(Please check appropriate box)
☐ Chairman of the Board
☐ President
☒ Other Officer
☐ Court-appointed fiduciary

on this 3rd day of January, 2005

COMMONWEALTH OF MASSACHUSETTS

William Francis Galvin
Secretary of the Commonwealth
One Ashburton Place, Boston, Massachusetts 02108-1512

Articles of Amendment
(General Laws, Chapter 156D, Section 10.06)

I hereby certify that upon examination of these Articles of Amendment, it appears that the provisions of the General Laws relative thereto have been complied with, and the filing fee in the amount of $200.00 having been paid, said articles are deemed to have been filed with me this 4th day of January 2005 at 2:50 a.m./p.m.

Effective Date: ____________________________________

WILLIAM FRANCIS GALVIN
Secretary of the Commonwealth

Filing fee: Minimum filing fee $100.00 per article amended, stock increases $100 per 100,000 shares plus $100 for each additional 100,000 shares or any fraction thereof.

TO BE FILLED IN BY CORPORATION
Contact information:

C. Michael Malm, Esq.
DAVIS, MALM & D'AGOSTINE, P.C.
One Boston Place, Boston, MA 02108

Telephone: 617/367-2500

Email: cmalm@davismalm.com

CLEAN HARBORS ENVIRONMENTAL SERVICES, INC.

AMENDED AND RESTATED

BY-LAWS

(January 3, 2005)

ARTICLE I

Stockholders

1.1 Annual Meeting. The annual meeting of stockholders shall be held on such date and at such time and place (within the United States) within six months of the end of the corporation's fiscal year as shall be designated from time to time by vote of the Directors and stated in the notice of the meeting. The purposes for which the annual meeting is to be held, in addition to those prescribed by law, by the Articles of organization or by these By-Laws, shall be for electing directors and for such other purposes as may be specified in the notice for the meeting, and only business within such purposes may be conducted at the meeting. If no annual meeting is held in accordance with the foregoing provisions or the time for an annual meeting is not fixed in accordance with these By-Laws to be held within 13 months after the last annual meeting was held, the corporation may designate a special meeting held thereafter as a special meeting in lieu thereof, and the meeting shall have all of the effect of an annual meeting.

1.2 Special Meetings. Special meetings of stockholders may be called by the President or the Directors, and shall be called by the Secretary, or in case of the death, absence, incapacity or refusal of the Secretary, by another officer, if the holders of at least ten percent (10%) of all the votes entitled to be cast on any issue to be considered at such meeting sign, date, and deliver to the Secretary one or more written demands for the meeting describing the purpose for which it is to be held. The call for the meeting shall state the date, hour, place and purpose or purposes of the meeting, and only business within the purpose or purposes described in the meeting notice may be conducted at the meeting.

1.3 Place of Meetings. All meetings of stockholders shall be held at the principal office of the corporation unless a different place (as permitted by law) is designated by the person(s) calling the meeting and stated in the notice of the meeting or the meeting is held solely by means of remote communication in accordance with Section 1.9 of this Article.

1.4 Notice of Meeting. A written notice of every meeting of stockholders, stating the place, date and hour thereof, and the purposes for which the meeting is to be held, shall be given by the Secretary or by the person calling the meeting at least seven and not more than sixty days before the meeting to each stockholder entitled to vote thereat and to each stockholder who by law, or by the Articles of Organization or by these By-Laws is entitled to such notice, in accordance with Article V of these By-Laws. No notice need be given to any stockholder if a

written waiver of notice, executed before or after the meeting by the stockholder or his attorney thereunto authorized, is filed with the records of the meeting.

1.5 Quorum. Unless otherwise provided by law, the Articles of Organization, these By-Laws or a resolution of the Directors requiring satisfaction of a greater quorum requirement for any voting group, the holders of a majority in interest of all stock issued, outstanding and entitled to vote at a meeting shall constitute a quorum, but a lesser number may adjourn any meeting from time to time without further notice. If two or more classes or series of stock are outstanding and entitled to vote as separate classes or series or as a voting group, then in the case of each such class, series or voting group, a quorum shall consist of the holders of a majority in interest of the stock of that class, series or voting group issued, outstanding and entitled to vote. As used in these By-Laws, a voting group includes all shares of one or more classes or series that, under the Articles of Organization or the Massachusetts Business Corporation Act, as in effect from time to time (the "MBCA"), are entitled to vote and to be counted together collectively on any matter at a meeting of stockholders.

1.6 Voting and Proxies. Each stockholder shall have one vote for each share of stock entitled to vote held by him of record according to the records of the corporation, unless otherwise provided by the Articles of Organization. The corporation, however, shall not vote any share of its own stock. Stockholders may vote either in person or by written proxy dated not more than eleven months before the meeting named therein. Proxies shall be filed with the Secretary of the meeting, or of any adjournment thereof, before being voted. Except as otherwise limited therein, proxies shall entitle the persons named therein to vote at any adjournment of such meeting but shall not be valid after final adjournment of such meeting. A proxy with respect to stock held in the name of two or more persons shall be valid if executed by one of them unless at or prior to exercise of the proxy the corporation receives a specific written notice to the contrary from any one of them. A proxy purporting to be executed by or on behalf of a stockholder shall be deemed valid unless challenged at or prior to its exercise.

1.7 Action at Meeting. When a quorum is present, the holders of a majority of the stock present or represented and entitled to vote on a matter other than an election to office (or if there are two or more classes of stock entitled to vote as separate voting groups, then in the case of each such voting group, the holders of a majority of the stock of that voting group present or represented and entitled to vote on a matter), except where a larger or different vote is required by law, the Articles of Organization or these By-Laws, shall decide any matter to be voted on by the stockholders. Any election by stockholders shall be determined by a plurality of the votes cast by the stockholders entitled to vote at the election, except where a larger vote is required by law, the Articles or Organization or these By-Laws. No ballot shall be required for such election unless requested by a stockholder present or represented at the meeting and entitled to vote in the election.

1.8 Action without Meeting.

(a) Action taken at a stockholders' meeting may be taken without a meeting if the action is taken either: (1) by all stockholders entitled to vote on the action; or (2) to the extent permitted by the Articles of Organization, by stockholders having not less than the minimum

number of votes necessary to take the action at a meeting at which all stockholders entitled to vote on the action are present and voting. The action shall be evidenced by one or more written consents that describe the action taken, are signed by stockholders having the requisite votes, bear the date of the signatures of such stockholders, and are delivered to the corporation for inclusion with the records of meetings within 60 days of the earliest dated consent delivered to the corporation as required by this Section. A consent signed under this Section has the effect of a vote at a meeting.

(b) If action is to be taken pursuant to the consent of voting stockholders without a meeting, the corporation, at least seven days before the action pursuant to the consent is taken, shall give notice, which complies in form with the requirements of Article V, of the action (1) to nonvoting stockholders in any case where such notice would be required by law if the action were to be taken pursuant to a vote by voting stockholders at a meeting, and (2) if the action is to be taken pursuant to the consent of less than all the stockholders entitled to vote on the matter, to all stockholders entitled to vote who did not consent to the action. The notice shall contain, or be accompanied by, the same material that would have been required by law to be sent to stockholders in or with the notice of a meeting at which the action would have been submitted to the stockholders for approval.

1.9 Meetings by Remote Communications. Unless otherwise provided in the Articles of Organization, if authorized by the Board of Directors, any annual or special meeting of stockholders need not be held at any place but may instead be held solely by means of remote communication; and subject to such guidelines and procedures as the Board of Directors may adopt, stockholders and proxyholders not physically present at a meeting of stockholders may, by means of remote communications: (a) participate in a meeting of stockholders; and (b) be deemed present in person and vote at a meeting of stockholders whether such meeting is to be held at a designated place or solely by means of remote communication, provided that: (1) the corporation shall implement reasonable measures to verify that each person deemed present and permitted to vote at the meeting by means of remote communication is a stockholder or proxyholder; (2) the corporation shall implement reasonable measures to provide such stockholders and proxyholders a reasonable opportunity to participate in the meeting and to vote on matters submitted to the stockholders, including an opportunity to read or hear the proceedings of the meeting substantially concurrently with such proceedings; and (3) if any stockholder or proxyholder votes or takes other action at the meeting by means of remote communication, a record of such vote or other action shall be maintained by the corporation.

ARTICLE II

Directors

2.1 Powers. The business of the corporation shall be managed by a Board of Directors who may exercise all the powers of the corporation except as otherwise provided by law, by the Articles of Organization or by these By-Laws. In the event of vacancy in the Board of Directors, the remaining Directors, except as otherwise provided by law, may exercise the powers of the full Board until the vacancy is filled.

2.2 Election. The Board of Directors of the corporation shall consist of such number as shall be fixed by the stockholders at the annual or any special meeting, shall be elected by the stockholders at the annual meeting.

2.3 Vacancies. Any vacancy in the Board of Directors, including a vacancy resulting from the enlargement of the Board, may be filled by the Directors or, in the absence of such election by Directors, by the stockholders at the annual or any special meeting called for that purpose; provided that any vacancy resulting from action by the stockholders may be filled by the stockholders at the same meeting at which such action was taken by them; and provided, further, that if the vacant office was held by a director elected by a voting group, only the holders of shares of that voting group or, unless the Articles of Organization or these By-Laws provide otherwise, the directors elected by that voting group are entitled to vote to fill the vacancy. A Director so chosen to fill a vacancy shall hold office until the next annual election and until his or her successor is duly elected and shall qualify, unless sooner displaced.

2.4 Enlargement of the Board. The number of the Board of Directors may be increased, in accordance with these By-Laws, at the annual meeting or at any special meeting of the stockholders, and may be increased by vote of a majority of the Directors then in office.

2.5 Tenure. Except as otherwise provided by law, by the Articles of Organization or by these By-Laws, Directors shall hold office until the next annual meeting of stockholders and thereafter until their successors are chosen and qualified. Any Director may resign by delivering his written resignation to the Board of Directors or its chairman, or to the corporation at its principal office, to the attention of the President or Secretary. Such resignation shall be effective upon receipt unless it is specified to be effective at some other time or upon the happening of some other event.

2.6 Removal. A Director may be removed from office (a) with or without cause by vote of a majority of the stockholders entitled to vote in the election of such Director, provided that a Director elected by a particular class, series or voting group of stockholders may be removed only by the vote of the holders of a majority in interest of the shares, on an "as-converted basis", of the particular class, series or voting group of stockholders entitled to vote for the election of such Director; or (b) for cause by vote of a majority of the Directors then in office, unless such Director was elected by a particular class, series or voting group of the stockholders. A Director may be removed for cause only after reasonable notice and opportunity to be heard before the body proposing to remove him.

2.7 Meetings. Regular meetings of the Directors may be held without call or notice at such places and at such times as the Directors may from time to time determine, provided that any Director who is absent when such determination is made shall be given notice of the determination. A regular meeting of the Directors may be held without a call or notice at the same place as the annual meeting of stockholders, or the special meeting held in lieu thereof, following such meeting of stockholders. Special meetings of the Directors may be held at any time and place designated in a call by the President, Treasurer or two or more Directors. Members of the Board of Directors may participate in any meeting of the Board of Directors by, and the Board of Directors may conduct any meeting through use of, any means of

communication, including without limitation, a conference telephone or similar communications equipment, by which all Directors participating in the meeting can hear each other at the same time, and participation by such means shall constitute presence in person at a meeting.

2.8 Notice of Meeting. Notice of the time, date and place of all special meetings of the Directors shall be given to each Director by the Secretary, or Assistant Secretary, or in case of the death, absence, incapacity or refusal of such persons, by the officer or one of the Directors calling the meeting. Notice shall be given to each Director in accordance with Article V of these By-Laws at least forty-eight hours in advance of the meeting. Notice need not be given to any Director if a written waiver of notice, executed by him before or after the meeting, is filed with the records of the meeting, or to any Director who attends the meeting without protesting prior thereto or at its commencement the lack of notice to him. A notice or waiver of notice of a Directors' meeting need not specify the purposes of the meeting.

2.9 Quorum. At any meeting of the Directors, a majority of the Directors then in office shall constitute a quorum. Less than a quorum may adjourn any meeting from time to time without further notice.

2.10 Action at Meeting. At any meeting of the Directors at which a quorum is present, the vote of a majority of those present, unless a different vote is specified by law, by the Articles of Organization, or by these By-Laws, shall be sufficient to decide any matter presented to the meeting.

2.11 Action by Consent. Any action by the Directors may be taken without a meeting if a written consent thereto is signed by all the Directors and filed with the records of the Directors' meetings. Such written consent shall be treated as a vote of the Directors for all purposes and shall be deemed to have been taken on the date specified in such written consent.

2.12 Committees. The Directors may, by vote of a majority of the Directors then in office, elect from their number an executive committee or other committees and may by like vote delegate thereto some or all of their powers except those which by law, the Articles of Organization or these By-Laws they are prohibited from delegating. Except as the Directors may otherwise determine, any such committee may make rules for the conduct of its business, but unless otherwise provided by the Directors or in such rules, its business shall be conducted as nearly as may be in the same manner as is provided by these By-Laws for the Directors. All members of such committees shall hold such offices at the pleasure of the Board of Directors. The Board of Directors may abolish any such committee at any time. Any committee to which the Board of Directors delegates any of its powers or duties shall keep records of its meetings and shall upon request report its action to the Board of Directors. The Board of Directors shall have power to rescind any action of any committee, but no such rescission shall have retroactive effect.

2.13 Compensation. The Board of Directors may fix the compensation of Directors.

2.14 Standard of Conduct for Directors.

(a) A Director shall discharge his or her duties as a Director, including his or her duties as a member of a committee: (1) in good faith; (2) with the care that a person in a like position would reasonably believe appropriate under similar circumstances; and (3) in a manner the Director reasonably believes to be in the best interests of the corporation. In determining what the Director reasonably believes to be in the best interests of the corporation, a Director may consider the interests of the corporation's employees, suppliers, creditors and customers, the economy of the state, the region and the nation, community and societal considerations, and the long-term and short-term interests of the corporation and its stockholders, including the possibility that these interests may be best served by the continued independence of the corporation.

(b) In discharging his or her duties, a Director who does not have knowledge that makes reliance unwarranted is entitled to rely on information, opinions, reports, or statements, including financial statements and other financial data, if prepared or presented by: (1) one or more officers or employees of the corporation whom the Director reasonably believes to be reliable and competent with respect to the information, opinions, reports or statements presented; (2) legal counsel, public accountants, or other persons retained by the corporation, as to matters involving skills or expertise the Director reasonably believes are matters (i) within the particular person's professional or expert competence or (ii) as to which the particular person merits confidence; or (3) a committee of the Board of Directors of which the Director is not a member if the Director reasonably believes the committee merits confidence.

(c) A Director is not liable for any action taken as a Director, or any failure to take any action, if he or she performed the duties of his or her office in compliance with this Section.

2.15 Conflict of Interest.

(a) A conflict of interest transaction is a transaction with the corporation in which a Director of the corporation has a material direct or indirect interest. A conflict of interest transaction is not voidable by the corporation solely because of the Director's interest in the transaction if any one of the following is true:

(1) the material facts of the transaction and the Director's interest were disclosed or known to the Board of Directors or a committee of the Board of Directors and the Board of Directors or committee authorized, approved, or ratified the transaction;

(2) the material facts of the transaction and the Director's interest were disclosed or known to the stockholders entitled to vote and they authorized, approved, or ratified the transaction; or

(3) the transaction was fair to the corporation.

(b) For purposes of this Section, and without limiting the interests that may create conflict of interest transactions, a Director of the corporation has an indirect interest in a transaction if: (1) another entity in which he or she has a material financial interest or in which

he or she is a general partner is a party to the transaction; or (2) another entity of which he or she is a director, officer, or trustee or in which he or she holds another position is a party to the transaction and the transaction is or should be considered by the Board of Directors of the corporation.

(c) For purposes of clause (1) of subsection (a) of this Section 2.15, a conflict of interest transaction is authorized, approved, or ratified if it receives the affirmative vote of a majority of the Directors on the Board of Directors (or on the committee) who have no direct or indirect interest in the transaction, but a transaction may not be authorized, approved, or ratified under this Section by a single Director. If a majority of the Directors who have no direct or indirect interest in the transaction vote to authorize, approve, or ratify the transaction, a quorum is present for the purpose of taking action under this Section. The presence of, or a vote cast by, a Director with a direct or indirect interest in the transaction does not affect the validity of any action taken under clause (1) of subsection (a) of this Section if the transaction is otherwise authorized, approved, or ratified as provided in that subsection.

(d) For purposes of clause (2) of subsection (a) of this Section, a conflict of interest transaction is authorized, approved, or ratified if it receives the vote of a majority of the shares entitled to be counted under this subsection. Shares owned by or voted under the control of a Director who has a direct or indirect interest in the transaction, and shares owned by or voted under the control of an entity described in clause (1) of subsection (b) of this Section, may not be counted in a vote of stockholders to determine whether to authorize, approve, or ratify a conflict of interest transaction under clause (2) of subsection (a) of this Section. The vote of those shares, however, is counted in determining whether the transaction is approved under other Sections of these By-laws. A majority of the shares, whether or not present, that are entitled to be counted in a vote on the transaction under this subsection constitutes a quorum for the purpose of taking action under this Section.

2.16 Loans to Directors. The corporation may not lend money to, or guarantee the obligation of a Director of, the corporation unless: (a) the specific loan or guarantee is approved by a majority of the votes represented by the outstanding voting shares of all classes, voting as a single voting group, except the votes of shares owned by or voted under the control of the benefited Director; or (b) the corporation’s Board of Directors determines that the loan or guarantee benefits the corporation and either approves the specific loan or guarantee or a general plan authorizing loans and guarantees. The fact that a loan or guarantee is made in violation of this Section shall not affect the borrower’s liability on the loan.

ARTICLE III

Officers

3.1 Enumeration. The officers of the corporation shall consist of a President, a Treasurer, a Secretary, and such other officers, including a Chairman of the Board of Directors, one or more Vice Presidents, Assistant Treasurers and Assistant Secretaries, as the Directors may determine.

3.2 Election. The President, Treasurer and Secretary shall be elected annually by the Directors at their first meeting following the annual meeting of stockholders. Other officers may be chosen by the Directors at such meeting or at any other meeting.

3.3 Qualification. No officer need be a Director or stockholder. Any two or more offices may be held by the same person. Any officer may be required by the Directors to give bond for the faithful performance of his duties to the corporation in such amount and with such sureties as the Directors may determine.

3.4 Tenure. Except as otherwise provided by law, by the Articles of Organization or by these By-Laws, the President, Treasurer and Secretary shall each hold office until the first meeting of the Directors following the annual meeting of stockholders and thereafter until his successor is chosen and qualified; and all other officers shall hold office until the first meeting of the Directors following the annual meeting of stockholders, unless a shorter term is specified in the vote choosing or appointing them. Any officer may resign by delivering his written resignation to the corporation at its principal office or to the President or the Secretary, and such resignation shall be effective upon receipt unless it is specified to be effective at some other time or upon the happening of some other event.

3.5 Removal. The Directors may remove any officer with or without cause by a vote of a majority of the entire number of Directors then in office.

3.6 President, Chairman of the Board and Vice Presidents. Unless otherwise provided by the Directors, the President shall be the chief executive officer of the corporation and shall, subject to the direction of the Directors, have general supervision and control of its business. Unless otherwise provided by the Directors he shall preside, when present, at all meetings of stockholders, and of the Directors, unless a Chairman of the Board has been elected and is present. If a Chairman of the Board of Directors is elected he shall preside at all meetings of the stockholders and the Board of Directors at which he is present. Any Vice President shall have such powers as the Directors may from time to time designate.

3.7 Treasurer and Assistant Treasurers. The Treasurer shall, subject to the direction of the Directors, have general charge of the financial affairs of the corporation and shall cause to be kept accurate books of account. He shall have custody of all funds, securities, and valuable documents of the corporation, except as the Directors may otherwise provide. Any Assistant Treasurer shall have such powers as the Directors may from time to time designate.

3.8 Secretary and Assistant Secretaries. The Secretary shall keep a record of the meetings of stockholders. Unless a stock transfer agent is appointed, the Secretary shall keep or cause to be kept in Massachusetts, at the principal office of the corporation or at his office, the stock and transfer records of the corporation, in which are contained the names of all stockholders and the record address, and the amount and class of stock held by each. The Secretary shall keep a record of the meetings of the Directors. Any Assistant Secretary shall have such powers as the Directors may from time to time designate. In the absence of the Secretary from any meeting of stockholders, an Assistant Secretary, if one be elected, otherwise a

Temporary Secretary designated by the person presiding at the meeting, shall perform the duties of the Secretary.

3.9 Other Powers and Duties. Each officer shall, subject to these By-Laws, have in addition to the duties and powers specifically set forth in these By-Laws, such duties and powers as are customarily incident to his office, and such duties and powers as the Directors may from time to time designate.

3.10 Registered Agent. The corporation shall continuously maintain in Massachusetts a registered agent who may be any of the following individuals or entities whose business office is also the registered office of the corporation: (a) an individual, including the secretary or another officer of the corporation; (b) a domestic corporation or not-for-profit domestic corporation; or (c) a foreign corporation or not-for-profit foreign corporation qualified to do business in this commonwealth.

ARTICLE IV

Capital Stock

4.1 Certificates of Stock. Each stockholder shall be entitled to a certificate stating the number and the class and the designation of the series, if any, of the shares of the corporation held by him in such form as may be prescribed from time to time by the Directors. The certificate shall be signed, either manually or by facsimile, by the Chairman of the Board, if any, or the President or a Vice President, and by the Treasurer or an Assistant Treasurer. In case any officer who has signed or whose facsimile signature has been placed on such certificate shall have ceased to be an officer before such certificate is issued, it may be issued by the corporation with the same effect as if he were such officer at the time of its issue. The certificate shall bear the corporate seal on its face.

Every certificate issued for shares of stock at a time when such shares are subject to any restriction on transfer pursuant to the Articles of Organization, these By-Laws or any agreement to which the corporation is a party shall have the restriction noted conspicuously on the certificate and shall also set forth on the face or back of the certificate either the full text of the restriction or a statement of the existence of such restriction and a statement that the corporation will furnish a copy thereof to the holder of such certificate upon written request and without charge. Every stock certificate issued by the corporation at a time when it is authorized to issue more than one class or series of stock shall set forth upon the face or back of the certificate either the full text of the preferences, voting powers, qualifications and special and relative rights of the shares of each class and series, if any, authorized to be issued, as set forth in the Articles of Organization, or a statement of the existence of such preferences, powers, qualifications, and rights, and a statement that the corporation will furnish a copy thereof to the holder of such certificate upon written request and without charge.

4.2 Transfers. Shares of stock may be transferred on the books of the corporation subject to any restrictions on transfer contained in the Articles of Organization, these By-Laws or any agreement to which the corporation is a party by the surrender to the corporation or its

transfer agent of the certificate therefor properly endorsed or accompanied by a written assignment and power of attorney properly executed and with such proof of the authenticity of signature as the corporation or its transfer agent may reasonably require. Except as may be otherwise required by law, by the Articles of Organization or by these By-Laws, the corporation shall be entitled to treat the record holder of stock as shown on its books as the owner of such stock for all purposes, including the payment of dividends and the right to vote with respect thereto, regardless of any transfer, pledge or other disposition of stock, until the shares have been transferred on the books of the corporation in accordance with the requirements of these By-Laws. It shall be the duty of each stockholder to notify the corporation of his current post office address.

4.3 Record Date. The Directors may fix in advance a time of not more than sixty days preceding the date of any meeting of stockholders, or the date for the payment of any dividend or the making of any distribution to stockholders, or the last day on which the consent or dissent of stockholders may be effectively expressed for any purpose, as the record date for determining the stockholders having the right to notice of and to vote at such meeting, and any adjournment thereof, or the right to receive such dividend or distribution or the right to give such consent or dissent. In such case only stockholders of record on such record date shall have such right, notwithstanding any transfer of stock on the books of the corporation after the record date. Without fixing such record date the Directors may for any of such purposes close the transfer books for all or any part of such period.

4.4 Replacement of Certificates. In case of the alleged loss or destruction or the mutilation of a certificate of stock, a duplicate certificate may be issued in place thereof, upon such terms as the Directors may prescribe.

4.5 Issue of Capital Stock. The whole or any part of the then authorized but unissued shares of each class of stock may be issued at any time or from time to time by the Board of Directors without action by the stockholders.

4.6 Reacquisition of Stock. Shares of stock previously issued which have been reacquired by the corporation, may be restored to the status of authorized but unissued shares by vote of the Board of Directors, without amendment of the Articles of Organization.

ARTICLE V

Manner of Notice

All notices hereunder shall conform to the following requirements:

5.1 Notice shall be in writing unless oral notice is reasonable under the circumstances. Notice by electronic transmission is written notice.

5.2 Notice may be communicated in person; by telephone, voice mail, telegraph, teletype, or other electronic means; by mail; by electronic transmission; or by messenger or delivery service. If these forms of personal notice are impracticable, notice may be

communicated by a newspaper of general circulation in the area where published; or by radio, television, or other form of public broadcast communication.

5.3 Written notice, other than notice by electronic transmission, if in a comprehensible form, is effective upon deposit in the United States mail, if mailed postpaid and correctly addressed to the stockholder's address shown in the corporation's current record of stockholders.

5.4 Written notice by electronic transmission, if in comprehensible form, is effective: (1) if by facsimile telecommunication, when directed to a number furnished by the stockholder for the purpose; (2) if by electronic mail, when directed to an electronic mail address furnished by the stockholder for the purpose; (3) if by a posting on an electronic network together with separate notice to the stockholder of such specific posting, directed to an electronic mail address furnished by the stockholder for the purpose, upon the later of (i) such posting and (ii) the giving of such separate notice; and (4) if by any other form of electronic transmission, when directed to the stockholder in such manner as the stockholder shall have specified to the corporation. An affidavit of the Secretary or an Assistant Secretary of the corporation, the transfer agent or other agent of the corporation that the notice has been given by a form of electronic transmission shall, in the absence of fraud, be prima facie evidence of the facts stated therein.

5.5 Except as provided in Section 5.3, written notice, other than notice by electronic transmission, if in a comprehensible form, is effective at the earliest of the following: (1) when received; (2) five days after its deposit in the United States mail, if mailed postpaid and correctly addressed; (3) on the date shown on the return receipt, if sent by registered or certified mail, return receipt requested; or if sent by messenger or delivery service, on the date shown on the return receipt signed by or on behalf of the addressee; or (4) on the date of publication if notice by publication is permitted.

5.6 Oral notice is effective when communicated if communicated in a comprehensible manner.

ARTICLE VI

Indemnification

6.1 Definitions. In this Article the following words shall have the following meanings unless the context requires otherwise:

"corporation", includes any domestic or foreign predecessor entity of the corporation in a merger.

"Director" or "officer", an individual who is or was a Director or officer, respectively, of the corporation or who, while a Director or officer of the corporation, is or was serving at the corporation's request as a director, officer, partner, trustee, employee, or agent of another domestic or foreign corporation, partnership, joint venture, trust, employee benefit plan, or other entity. A Director or officer is considered to be serving an employee benefit plan at the corporation's request if his or her duties to the corporation also impose duties on, or otherwise involve services by, him or her to the plan or to participants in or beneficiaries of the plan.

"Director" or "officer" includes, unless the context requires otherwise, the estate or personal representative of a Director or officer.

"Disinterested Director", a Director who, at the time of a vote or selection referred to in Section 6.4 of this Article, is not (i) a party to the proceeding, or (ii) an individual having a familial, financial, professional, or employment relationship with the Director whose indemnification or advance for expenses is the subject of the decision being made, which relationship would, in the circumstances, reasonably be expected to exert an influence on the Director's judgment when voting on the decision being made.

"Expenses", includes counsel fees.

"Liability", the obligation to pay a judgment, settlement, penalty, fine including an excise tax assessed with respect to an employee benefit plan, or reasonable expenses incurred with respect to a proceeding.

"Party", an individual who was, is, or is threatened to be made, a defendant or respondent in a proceeding.

"Proceeding", any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, arbitrative, or investigative and whether formal or informal.

6.2 Indemnification of Directors and Officers.

(a) Except as otherwise provided in this Section 6, the corporation shall indemnify to the fullest extent permitted by law an individual who is a party to a proceeding because he or she is a Director or officer against liability incurred in the proceeding if: (1) (i) he or she conducted himself or herself in good faith; and (ii) he or she reasonably believed that his or her conduct was in the best interests of the corporation or that his or her conduct was at least not opposed to the best interests of the corporation; and (iii) in the case of any criminal proceeding, he or she had no reasonable cause to believe his or her conduct was unlawful; or (2) he or she engaged in conduct for which he or she shall not be liable under a provision of the Articles of Organization authorized by Section 2.02(b)(4) of the MBCA or any successor provision to such Section.

(b) A Director's or officer's conduct with respect to an employee benefit plan for a purpose he or she reasonably believed to be in the interests of the participants in, and the beneficiaries of, the plan is conduct that satisfies the requirement that his or her conduct was at least not opposed to the best interests of the corporation.

(c) The termination of a proceeding by judgment, order, settlement, or conviction, or upon a plea of nolo contendere or its equivalent, is not, of itself, determinative that the Director or officer did not meet the relevant standard of conduct described in this Section.

(d) Unless ordered by a court, the corporation may not indemnify a Director or officer under this Section if his or her conduct did not satisfy the standards set forth in subsection (a) or subsection (b) of this Section 6.2.

6.3 Advance for Expenses. The corporation shall, before final disposition of a proceeding, to the extent authorized pursuant to Section 6.4 of this Article, advance funds to pay for or reimburse the reasonable expenses incurred by a Director or officer who is a party to a proceeding because he or she is a Director or officer if he or she delivers to the corporation:

(a) a written affirmation of his or her good faith belief that he or she has met the relevant standard of conduct described in Section 6.2 of this Article or that the proceeding involves conduct for which liability has been eliminated under a provision of the Articles of Organization as authorized by Section 2.02(b)(4) of the MBCA or any successor provision to such Section; and

(b) his or her written undertaking to repay any funds advanced if he or she is not wholly successful, on the merits or otherwise, in the defense of such proceeding and it is ultimately determined pursuant to Section 6.4 of this Article or by a court of competent jurisdiction that he or she has not met the relevant standard of conduct described in Section 6.2 of this Article. Such undertaking must be an unlimited general obligation of the Director or officer but need not be secured and shall be accepted without reference to the financial ability of the Director or officer to make repayment.

6.4 Determination of Indemnification. The determination of whether a Director or officer has met the relevant standard of conduct set forth in Sections 6.2 and 6.3 shall be made:

(a) if there are two or more disinterested Directors, by the Board of Directors by a majority vote of all the disinterested Directors, a majority of whom shall for such purpose constitute a quorum, or by a majority of the members of a committee of two or more disinterested Directors appointed by vote;

(b) by special legal counsel (1) selected in the manner prescribed in clause (a); or (2) if there are fewer than two disinterested Directors, selected by the Board of Directors, in which selection Directors who do not qualify as disinterested Directors may participate; or

(c) by the stockholders, but shares owned by or voted under the control of a Director who at the time does not qualify as a disinterested Director may not be voted on the determination.

6.5 Authorization of Indemnification and Advances.

(a) Authorization of indemnification and advances shall be made in the same manner as the determination that indemnification is permissible under Section 6.4 of this Article, except that if there are fewer than two disinterested Directors, authorization of indemnification shall be made by the Board of Directors, in which authorization Directors who do not qualify as disinterested Directors may participate.

(b) The corporation shall indemnify a Director or officer who was wholly successful, on the merits or otherwise, in the defense of any proceeding to which he or she was a party because he or she was a Director or officer of the corporation against reasonable expenses incurred by him or her in

connection with the proceeding.

6.6 Notification and Defense of Claim; Settlements.

(a) In addition to and without limiting the foregoing provisions of this Article and except to the extent otherwise required by law, it shall be a condition of the corporation's obligation to indemnify under Section 6.2 of this Article (in addition to any other condition provide in these By-laws or by law) that the person asserting, or proposing to assert, the right to be indemnified, must notify the corporation in writing as soon as practicable of any action, suit, proceeding or investigation involving such person for which indemnity will or could be sought, but the failure to so notify shall not affect the corporation's objection to indemnify except to the extent the corporation is adversely affected thereby. With respect to any proceeding of which the corporation is so notified, the corporation will be entitled to participate therein at its own expense and/or to assume the defense thereof at its own expense, with legal counsel reasonably acceptable to such person. After notice from the corporation to such person of its election so to assume such defense, the corporation shall not be liable to such person for any legal or other expenses subsequently incurred by such person in connection with such action, suit, proceeding or investigation other than as provided below in this subsection (a). Such person shall have the right to employ his or her own counsel in connection with such action, suit, proceeding or investigation, but the fees and expenses of such counsel incurred after notice from the corporation of its assumption of the defense thereof shall be at the expense of such person unless (1) the employment of counsel by such person has been authorized by the corporation, (2) counsel to such person shall have reasonably concluded that there may be a conflict of interest or position on any significant issue between the corporation and such person in the conduct of the defense of such action, suit, proceeding or investigation or (3) the corporation shall not in fact have employed counsel to assume the defense of such action, suit, proceeding or investigation, in each of which cases the fees and expenses of counsel for such person shall be at the expense of the corporation, except as otherwise expressly provided by this Article. The corporation shall not be entitled, without the consent of such person, to assume the defense of any claim brought by or in the right of the corporation or as to which counsel for such person shall have reasonably made the conclusion provided for in clause (2) above.

(b) The corporation shall not be required to indemnify such person under this Article for any amounts paid in settlement of any proceeding unless authorized in the same manner as the determination that indemnification is permissible under Section 6.4 of this Article, except that if there are fewer than two disinterested Directors, authorization of indemnification shall be made by the Board of Directors, in which authorization Directors who do not qualify as disinterested Directors may participate. The corporation shall not settle any action, suit, proceeding or investigation in any manner that would impose any penalty or limitation on such person without such person's written consent. Neither the corporation nor such person will unreasonably withhold their consent to any proposed settlement.

6.7 Insurance. The corporation may purchase and maintain insurance on behalf of an individual who is a Director or officer of the corporation, or who, while a Director or officer of the corporation, serves at the corporation's request as a director, officer, partner, trustee, employee, or agent of another domestic or foreign corporation, partnership, joint venture, trust, employee benefit plan, or other entity, against liability asserted against or incurred by him or her in that capacity or arising from his or her status as a Director or officer, whether or not the

corporation would have power to indemnify or advance expenses to him or her against the same liability under this Article.

6.8 Application of this Article.

(a) The corporation shall not be obligated to indemnify or advance expenses to a Director or officer of a predecessor of the corporation, pertaining to conduct with respect to the predecessor, unless otherwise specifically provided.

(b) This Article shall not limit the corporation's power to (1) pay or reimburse expenses incurred by a Director or an officer in connection with his or her appearance as a witness in a proceeding at a time when he or she is not a party or (2) indemnify, advance expenses to or provide or maintain insurance on behalf of an employee or agent.

(c) The indemnification and advancement of expenses provided by, or granted pursuant to, this Article shall not be considered exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled.

(d) Each person who is or becomes a Director or officer shall be deemed to have served or to have continued to serve in such capacity in reliance upon the indemnity provided for in this Article. All rights to indemnification under this Article shall be deemed to be provided by a contract between the corporation and the person who serves as a Director or officer of the corporation at any time while these By-laws and the relevant provisions of the MBCA are in effect. Any repeal or modification thereof shall not affect any rights or obligations then existing.

(e) The provisions of this Article are separable, and if any provision or portion hereof shall for any reason be held inapplicable, illegal or ineffective, this shall not prevent any other provision or portion hereof from applying, and shall not affect any right of indemnification existing otherwise than under this Article.

(f) If the laws of the Commonwealth of Massachusetts are hereafter amended from time to time to increase the scope of permitted indemnification, indemnification hereunder shall be provided to the fullest extent permitted or required by any such amendment.

ARTICLE VII

Miscellaneous Provisions

7.1 Fiscal Year. Except as from time to time otherwise determined by the Directors, the fiscal year of the corporation shall be the twelve months ending on December 31 of each year.

7.2 Seal. The corporation shall have a seal in such form as the Directors may adopt and from time to time alter at their pleasure.

7.3 Execution of Instruments. All deeds, leases, transfers, contracts, bonds, notes and other obligations authorized to be executed by an officer of the corporation in its name and on its behalf shall be signed by the President or the Treasurer except as the Directors may generally or in particular cases otherwise direct.

7.4 Voting of Securities. Except as the Directors may otherwise direct, the President or Treasurer may waive notice of, and appoint any person or persons to act as proxy or attorney in fact for this corporation (with or without power of substitution) at any meeting of stockholders or stockholders of any other corporation or organization, the securities of which may be held by this corporation.

7.5 Corporate Records. The original, or attested copies of, the Articles of Organization, By-Laws and records of all meetings of the incorporators and stockholders, and the stock and transfer records, which shall contain the names of all stockholders and the record address and the amount of stock held by each, shall be kept in Massachusetts at the principal office of the corporation, or at an office of its transfer agent or of the Secretary or of its resident agent. It is not necessary that all of said copies and records be kept in the same office.

7.6 Articles of Organization. All references in these By-Laws to the Articles of Organization shall be deemed to refer to the Articles of Organization of the corporation, as amended and in effect from time to time.

7.7 Amendments. The Directors may, at any meeting duly called for such purpose, make, amend or repeal these By-Laws in whole or in part, except with respect to any provision thereof which by law, the Articles of Organization or these By-Laws requires action by the stockholders or any group thereof. The stockholders may, at any meeting duly called for such purpose, amend these By-Laws in whole or in part, provided that notice of the proposed amendment or repeal or of the proposed making of new By-Laws shall have been given in the notice of such meeting; and provided that any provision of these By-laws requiring a vote of the stockholders or voting group thereof may only be amended or repealed by vote of the same number of stockholders or voting group thereof as is required under such provision. Not later than the time of giving notice of the meeting of stockholders next following the making, amending or repealing by the Directors of any By-Law, notice thereof stating the substance of such change shall be given to all stockholders entitled to vote on amending the By-Laws. No change in the date fixed in these By-Laws for the annual meeting of stockholders may be made within sixty days before the date fixed in these By-Laws, and in case of any change in such date, notice thereof shall be given to each stockholder in person or by letter mailed to his last known post office address at least twenty days before the new date fixed for such meeting. Any By-Law adopted, amended or repealed by the Directors may be repealed, amended or reinstated by the stockholders entitled to vote on amending the By-Laws.

Exhibit 3.29

DEAN HELLER
Secretary of State
206 North Carson Street
Carson City, Nevada 89701-4289
(775) 684-5708
Website: secretaryofstate.biz

Articles of Incorporation
(PURSUANT TO NRS 78)

1. Name of Corporation:	RIVER VALLEY ENERGY SERVICES INC.
2. Resident Agent Name and Street Address:	The Corporation Trust Company of Nevada 6100 Neil Road, Suite 500 Reno, NEVADA 89511
3. Shares:	Number of shares with par value: Par Value: $ Number of shares without par value: 2,500
4. Names & Addresses of Board of Directors/Trustees:	ROD MARLIN 14904 - 121A AVENUE, EDMONTON, AB T5V 1A3 JOHN STEVENS 14904 - 121A AVENUE, EDMONTON, AB T5V 1A3
5. Purpose:	The purpose of this Corporation shall be: to perform surveying services in the United States.
6. Names, Address and Signature of Incorporator:	JOHN STEVENS /s/ John Stevens 14904 - 121A AVENUE, EDMONTON, AB T5V 1A3
7. Certificate of Acceptance of Appointment of Resident Agent:	I hereby accept appointment as Resident Agent for the above named corporation /s/ Jack Caskey June 14, 2006 Authorized Signature of RA Jack Caskey, Asst. V.P.

ROSS MILLER
Secretary of State
206 North Carson Street, Suite 1
Carson City, Nevada 89701-4520
(775) 684-5708
Website: secretaryofstate.biz

Certificate of Amendment
(PURSUANT TO NRS 78.385 AND 78.390)

Certificate of Amendment to Articles of Incorporation
For Nevada Profit Corporations
(Pursuant to NRS 78.385 and 78.390 — After Issuance of Stock)

1. Name of Corporation:

River Valley Energy Services Inc.

2. The articles have been amended as follows:

Article Number 1 of the corporation's Articles of Incorporation is hereby amended such that the name "River Valley Energy Services Inc." appearing therein shall be deleted and replaced with "Clean Harbors Exploration Services, Inc."

3. The vote by which the stockholders holding shares in the corporation entitling them to exercise a least a majority of the voting power, or such greater proportion of the voting power as may be required in the case of a vote by classes or series, or as may be required by the provisions of the articles of incorporation have voted in favor of the amendment is: unanimous consent of stockholder

4. Effective date of filing: (optional)

5. Signature: (required)

/s/ James M. Rutledge
Signature of Officer

*If any proposed amendment would alter or change any preference or any relative or other right give to any class or series of outstanding shares, then the amendment must be approved by the vote, in addition to the affirmative vote otherwise required, of the holders of shares representing a majority of the voting power of each class or series affected by the amendment regardless to limitations or restrictions on the voting power thereof.

CODE OF BYLAWS

OF

CLEAN HARBORS EXPLORATION SERVICES, INC.

(F/K/A RIVER VALLEY ENERGY SERVICES INC.)

ARTICLE 1

IDENTIFICATION

Section 1.01. Name. The name of the Corporation is CLEAN HARBORS EXPLORATION SERVICES, INC.

Section 1.02. Resident Office and Resident Agent. The address of the resident office of the Corporation is the Corporation Trust Company of Nevada, 6100 Neil Road, Suite 500, Reno, NV 89511.

Section 1.03. Seal. The seal of the Corporation, if any, shall be in a form as fixed by the Board of Directors.

Section 1.04. Principal Office. The Corporation may have offices at such other places, both within and without the State of Nevada, as the Board of Directors may from time to time determine or the business of the Corporation may require.

ARTICLE 2

CAPITAL STOCK

Section 2.01. Payment for Shares. The consideration for the issuance of shares may be paid, in whole or in part, in tangible or intangible property or other benefit to the Corporation including, but not limited to, cash, promissory notes, services performed, contracts for services to be performed or other securities of the Corporation. When payment of the consideration for which shares are to be issued shall have been received by the Corporation, such shares shall be deemed to be fully paid and nonassessable. In the absence of fraud in the transaction, the judgment of the Board of Directors as to the value of the consideration received for shares shall be conclusive. The Corporation may place in escrow shares issued for a contract for future services or benefits or a promissory note, or make other arrangements to restrict the transfer of the shares, and, as to such shares, the Corporation may credit distributions made for the shares against their purchase price until the services are performed, the benefits are received or the promissory note is paid. If the services are not performed, the benefits are not received or the promissory note is not paid, the shares escrowed or restricted and the distributions credited may be cancelled in whole or in part.

Section 2.02. Certificates Representing Shares. Each holder of the capital stock of the Corporation shall be entitled to a certificate signed by the President, Vice President, the Secretary or an Assistant Secretary of the Corporation, exhibiting the holder's name and

certifying the number of shares owned by him or her in the Corporation. The certificate shall be numbered and may be entered in the books of the Corporation.

Section 2.03. Transfer of Stock. The Corporation shall register a transfer of a stock certificate presented and delivered to it for transfer if:

Clause (a) Endorsement. The certificate is properly endorsed by the registered holder or by his duly authorized attorney;

Clause (b) Witnessing. The endorsement or endorsements are witnessed by one witness unless this requirement is waived by the Secretary of the Corporation;

Clause (c) Adverse Claims. The Corporation has no notice of any adverse claims or has discharged any duty to inquire into any such claims;

Clause (d) Collection of Taxes. There has been compliance with any applicable law relating to the collection of taxes; and

Clause (e) Compliance with Laws. There has been compliance with any applicable federal and state securities law.

Section 2.04. Ownership. The person in whose name shares stand on the books of the Corporation shall be deemed by the Corporation to be the owner thereof for all purposes, and the Corporation shall not be bound to recognize any equitable or other claim to or interest in such shares on the part of any other person, whether or not it shall have express or other notice thereof, save as expressly provided by the laws of the State of Nevada or federal law.

Section 2.05. Facsimile Signature. Where a certificate is manually signed on behalf of a transfer agent or a registrar other than the Corporation itself or an employee of the Corporation, the signature of any such President, Vice President, Secretary or Assistant Secretary may be a facsimile.

Section 2.06. Lost Certificates. The Board of Directors may direct that a new certificate or certificates be issued in place of any certificate or certificates theretofore issued by the Corporation and alleged to have been lost or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate or certificates of stock to be lost or destroyed. When authorizing such issue of a new certificate or certificates, the Board of Directors may, it its discretion and as a condition precedent to the issuance thereof, require the owner of such lost or destroyed certificate or certificates or his legal representative to submit an affidavit of lost certificate and/or to give the Corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the Corporation with respect to the certificate alleged to have been lost or destroyed.

ARTICLE 3

THE SHAREHOLDERS

Section 3.01. Place of Meetings. Meetings of the shareholders of the Corporation shall be held at the resident office of the Corporation, or at any place, either within or without the State of Nevada, as designated by the Chairman of the Board, or a majority of the Board of Directors.

Section 3.02. Special Meetings. Special meetings of the shareholders may be called by the President, the Chairman of the Board, the Board of Directors, or the holders of not less than one-third (1/3rd) of all the shares entitled to vote at the meeting.

Section 3.03. Notice of Meetings. Written notice stating the place, day and hour of the meeting and, in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered not less than ten (10), nor more than sixty (60) days before the date of the meeting, either personally, by telex, telecopier, facsimile (FAX), or mail, by or at the direction of the President, the Secretary, or the officer or persons calling the meeting, to each registered holder entitled to vote at such meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail addressed to the registered holder at his address as it appears on the stock transfer books of the Corporation, with postage on it prepaid. Waiver by a shareholder in writing of notice of a shareholders' meeting, shall be equivalent to the giving of such notice, whether done before, at or during the meeting. Attendance by a shareholder, without objection to the notice, . whether in person or by proxy, at a shareholders' meeting shall constitute a waiver of notice of the meeting.

Section 3.05. Quorum. A majority of the shares entitled to a vote, represented in person or by proxy, shall constitute a quorum at a meeting of shareholders. The shareholders present at a duly organized meeting may continue to do business until adjournment, notwithstanding the withdrawal of enough shareholders to leave less than a quorum.

Section 3.06. Voting Lists. The officer or agent having charge of the stock transfer books for shares of the Corporation may make and provide to the President, at least ten (10) days before each meeting of shareholders, a complete list of the shareholders entitled to vote at such meeting or any adjournment thereof arranged in alphabetical order, with the address and the number and class and series of shares held by each; which list, for a period of ten (10) days prior to such meeting, shall be kept on file at the principal office of the Corporation and shall be subject to inspection of any shareholder during the whole time of the meeting. The original stock transfer book shall be prima facie evidence as to who are the shareholders entitled to examine such list or transfer books or to vote at any meeting of the shareholders.

Section 3.07. Voting of Shares. Each shareholder entitled to vote shall at every meeting of the shareholders be entitled to one (1) vote in person or by proxy, signed by him, for each share of the voting stock held by him that has been transferred to him or her on the books of the Corporation prior to such meeting. Such right to vote shall be subject to the right of the Board of Directors to close the transfer books or to fix a record date for voting shareholders pursuant to the provisions of Article 8 hereof.

Section 3.08. Proxies. No proxy shall be valid after six (6) months from the date of its execution, unless coupled with an interest or unless the shareholder specifies in the proxy the length of time for which it is to continue in force, which may not exceed seven (7) years. Such proxies shall be filed with the Secretary before or at the meeting.

Section 3.09. Informal Action by Shareholders. Any action which may be taken or is required by law to be taken at any annual or special meeting of the shareholders may be taken without a meeting and without a vote, if a consent in writing (which may be done in counterparts), setting forth such action, shall be signed by shareholders holding a majority of the voting power of the Corporation holding. If any class of stock is entitled to vote thereon as a class, such written consent shall be required of the holders of a majority of the stock of each class of stock entitled to vote as a class thereon. Notwithstanding the foregoing, however, if a different proportion of voting power is required for such action at a meeting, then that proportion of written consent is required.

Section 3.10. Telephonic Meetings. Shareholders shall be deemed present at a meeting of the shareholders if a conference telephone, or similar communications equipment is used, by which all persons participating in the meeting can hear each other at the same time.

ARTICLE 4

THE BOARD OF DIRECTORS

Section 4.01. Number and Qualifications. The business and affairs of the Corporation shall be managed by a Board of Directors, who need not be residents of the State of Nevada or shareholders of the Corporation. The initial number of Directors shall be one (1). The number of Directors may be increased or decreased to not fewer than one (1), from time to time, by the vote or written consent of the shareholders; but no decrease shall have the effect of shortening the term of any incumbent Director.

Section 4.02. Election. Members of the initial Board of Directors shall hold office until the first annual meeting of shareholders and until their successors shall have been elected and qualified. At the first annual meeting of the shareholders and at each annual meeting thereafter, the shareholders shall elect Directors to hold office until the next succeeding annual meeting. Each Director shall hold office for the term for which he is elected and until his successor shall be elected and qualified. A majority of the members of the Board of Directors may elect, from its own members, a Chairman of the Board.

Section 4.03. Vacancies. Any vacancy occurring in the Board of Directors may be filled by the affirmative vote of a majority of the remaining Directors though less than a quorum of the Board of Directors. A Director elected to fill a vacancy shall be elected for the unexpired term of his predecessor in office.

Section 4.04. Place of Meetings. Meetings of the Board of Directors, annual, regular or special, may be held either within or without the state of Nevada.

Section 4.05. Annual Meeting. Immediately after the annual meeting of the shareholders, at the registered office of the Corporation, the Board of Directors shall meet each year for the purpose of organization, election of officers, and consideration of any other business that may properly be brought before the meeting. No notice of any kind to either old or new members of the Board of Directors for this annual meeting shall be necessary.

Section 4.06. Other Meetings. Other meetings of the Board of Directors may be held upon notice by letter, personal service, telegram, telecopier, facsimile (FAX), or cable, delivered for transmission not later than during the third day immediately preceding the day for the meeting, or by telephone received Snot later than during the second day immediately preceding the day for the meeting, upon the call of the President or Secretary of the Corporation at any place within or without the state of Nevada. Notice of any meeting of the Board of Directors may be waived in writing signed by the person or persons entitled to the notice, whether before or after the time of the meeting. Neither the business to be transacted at, nor the purpose of, any meeting of the Board of Directors need by specified in the notice or waiver of notice of the meeting.

Section 4.07. Quorum. A majority of the number of Directors fixed by the Code of Bylaws shall constitute a quorum for the transaction of business. The act of the majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board of Directors unless the act of a greater number is required by the Articles of Incorporation, the Code of Bylaws, or by the laws of the State of Nevada.

Section 4.08. Action Without a Meeting. Any action that may be taken at a meeting of the Directors, or of a committee, may be taken without a meeting if a consent in writing (which may be done in counterparts) setting forth such action is signed before or after the action by all of the Directors, or all of the members of the committee, as the case may be.

Section 4.09. Compensation. Directors shall be entitled to such compensation for their services as may be approved by the Board of Directors, including, if so approved by resolution of the Board of Directors, a fixed sum and expenses of attendance at each regular or special meeting or meeting of any committee. No such payment shall preclude any Director from serving the Corporation in any other capacity and receiving compensation therefor.

Section 4.10. Telephone Meetings. Members of the Board of Directors or committee shall be deemed present at a meeting of such Board or committee if a conference telephone, or similar communications equipment is used, by which all persons participating in the meeting can hear each other at the same time.

Section 4.11. Removal/Resignation. Any Director may be removed from office by the vote or written consent of shareholders representing not less than two-thirds (2/3) of the voting power of the issued and outstanding stock entitled to voting powers, with or without cause, at any general or special meeting of the shareholders whenever, in the judgment of the shareholders, the best interest of the Corporation will be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the person removed. A Director may resign at any time by written notice to the Board of Directors and Secretary or Assistant Secretary of the Corporation.

Section 4.12. Committees. The Board of Directors may, by resolution passed by a majority thereof, may designate one (1) or more Executive Committees, each to consist of two (2) or more of the Directors, and the rest of the committee to be appointed by the Board. The purpose, function, and power of the committee shall be fixed by the Board of Directors.

ARTICLE 5

THE OFFICERS

Section 5.01. Officers. The officers of the Corporation shall consist of a President, Vice President, Secretary, Treasurer and such other officers and assistant officers and agents as may be deemed necessary by the Board of Directors, each of whom shall be elected by the Board of Directors at its annual meeting. Any two (2) or more offices may be held by the same person. Officers need not be Directors of the Corporation. Each officer shall hold office until his/her successor is duly elected and qualified or until the officer's death, resignation or removal of said officer.

Section 5.02. Removal. Any officer elected or appointed by the Board of Directors may be removed by the Board of Directors whenever, in its judgment, the best interest of the Corporation will be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the person so removed.

Section 5.03. Vacancies. Whenever any vacancies shall occur in any office by death, resignation, removal, increase in the number of offices of the Corporation, or otherwise, the same shall be filled by the Board of Directors, and the officer so elected shall hold office until his successor is chosen and qualified.

Section 5.04. The President. The President shall have active executive management of the operations of the Corporation, subject, however, to the control of the Board of Directors. He/she shall preside at all meetings of the shareholders and Directors, discharge all the duties incumbent upon a presiding officer, and perform such other duties as this Code of Bylaws provides or the Board of Directors may prescribe. The President shall have full authority to execute proxies on behalf of the Corporation, to vote stock, or other ownership interest owned by it in any other corporation, business entity or trust, and to execute powers of attorney appointing other corporations, partnerships or individuals the agent of the Corporation.

Section 5.05. The Vice President. The Vice President shall perform all duties incumbent upon the President during the absence or disability of the President, and shall perform such other duties as this Code of Bylaws may provide or the Board of Directors may prescribe.

Section 5.06. The Secretary. The Secretary shall attend all meetings of the shareholders and of the Board of Directors, and shall keep a true and complete record of the proceedings of these meetings. He/she shall be custodian of the records and of the seal, if any, of the Corporation and shall see that the seal, if any, is affixed to all documents, if required by law or by the Board of Directors. He/she shall attend to the giving of all notices and shall perform such other duties as this Code of Bylaws provides or the Board of Directors may prescribe.

Section 5.07. The Treasurer. The Treasurer shall keep correct and complete records of account, showing accurately at all times the financial condition of the Corporation. He/she shall be the legal custodian of all monies, notes, securities and other valuables that may from time to time come into the possession of the Corporation. He/she shall immediately deposit all funds of the Corporation coming into his hand in some reliable bank or other depository to be designated by the Board of Directors, and shall keep this bank account in the name of the Corporation. He/she shall furnish at meetings of the Board of Directors, or whenever requested, a statement of financial condition of the Corporation, and shall perform such other duties as this Code of Bylaws may provide or the Board of Directors may prescribe. The Treasurer may be required to furnish bond in such amount as shall be determined by the Board of Directors.

Section 5.08. Transfer of Authority. In case of the absence of any officers of the Corporation, or for any other reason that the Board of Directors may deem sufficient, the Board of Directors may transfer the powers or duties of that officer to any other officer or to any Director or employee of the Corporation, provided a majority of the full Board of Directors concurs.

Section 5.09. Salaries. The Board of Directors shall fix the salaries of the officers and no officer shall be prevented from receiving such salary because he or she is also a Director.

ARTICLE 6

SPECIAL CORPORATE ACTS

Section 6.01. Negotiable Instruments, Deeds and Contracts. All checks, drafts, notes, bonds, bills of exchange and orders for the payment of money of the Corporation; all deeds, mortgages and other written contracts and agreements to which the Corporation shall be a party; and all assignments or endorsements of stock certificates, shall, unless otherwise required by law, be signed by the President or by any two (2) of the following officers who are different persons: Vice President, Secretary or Treasurer. The Board of Directors may, however, authorize any one (1) of such officers to sign any of such instruments, for and on behalf of the Corporation, without the necessity of a countersignature; may designate officers or employees of the Corporation, other than those named above; and may authorize the use of facsimile signatures of any such persons. Any shares of stock issued by any other corporation and owned by or controlled by the Corporation may be voted at any shareholders’ meeting of the other corporation by the President of the Corporation, if he or she is present; or, in his or her absence, by any Vice President, and if he or she shall be absent, then by such person as the President of the Corporation shall, by duly executed proxy, designate to represent the Corporation at such shareholders’ meeting.

ARTICLE 7

INDEMNIFICATION OF DIRECTORS AND OFFICERS

Section 7.01. The Corporation shall be authorized to indemnify any person entitled to indemnification under the laws of the State of Nevada as it now exists, or may hereafter be amended, and/or the Articles of Incorporation; provided, however that the Corporation shall not

be permitted to indemnify any person in connection with any proceeding initiated by such person, unless such proceeding is authorized by a majority of the Board of Directors of the Corporation.

Section 7.02. The foregoing rights of indemnification shall apply to the heirs and personal representatives of any such person and shall not be exclusive of other rights to which any provision of the Articles of Incorporation, Code of Bylaws, agreement, vote of shareholders, or otherwise, apply.

ARTICLE 8

RECORD DATE

Section 8.01. The Board of Directors is authorized from time to time to fix in advance a date, not more than sixty (60) days prior to the date for payment of any dividend or the date for the allotment of rights, or the date when any change or conversion of or exchange of stock shall go into effect, or a date in connection with the obtaining of the consent of shareholders for any purpose, as a record date for the determination of the shareholders entitled to notice of and to vote at any such meeting and any adjournment thereof, or entitled to receive payment of any such dividend, or to any such allotment, or to exercise the rights in respect of any such change, conversion or exchange of stock, or to give such consent, as the case may be; and, in such case, such shareholders, and only such shareholders shall be shareholders of record on the date so fixed, shall be entitled to such notice of and to vote at such meeting and any adjournment thereof, or to receive payment of such dividend, or to receive such allotment of rights, or to exercise such rights, or to give such consent, as the case may be, notwithstanding any transfer of any stock on the books of the Corporation after any such said fixed record date.

ARTICLE 9

DIVIDENDS

Section 9.01. The Board of Directors may from time to time declare and the Corporation may pay dividends on its outstanding shares of capital stock as the Directors may decide. Before paying any dividends, there may be set aside out of the net profits of the Corporation such sums as the Directors-may, from time to time in their absolute discretion deem proper as a reserve for contingent liabilities, repair, operating capital, or for such other purposes. Dividends may be paid in cash, in property or in shares of stock, subject to the provisions of the Articles of Incorporation and to the laws of the State of Nevada.

ARTICLE 10

FISCAL YEAR

Section 10.01. The fiscal year of the Corporation shall be determined by the Board of Directors.

ARTICLE 11

AMENDMENTS

Section 11.01. The power to alter, amend, or repeal this Code of Bylaws, or adopt a new Code of Bylaws, is vested in the Board of Directors, but the affirmative vote of the number of Directors equal to a majority of the full Board of Directors shall be necessary to effect any such action.

ADOPTED by the Board of Directors on the 15th day of June, 2006.

/s/ John Stevens, Chief Financial Officer
John Stevens

Exhibit 3.30

Clean Harbors Florida, LLC

CERTIFICATE OF FORMATION

Pursuant to the provisions of Section 18-201 of the Limited Liability Company Act of the State of Delaware (the "Act"), the undersigned, being duly authorized, hereby certifies and states as follows:

1. Name of the Limited Liability Company. The name of the limited liability company formed hereby is Clean Harbors Florida, LLC (the "LLC").

2. Registered Agent and Office of the LLC. The name of the registered agent of the LLC in the State of Delaware is Capitol Corporate Services, Inc. and the registered office address of the registered agent for the purposes of Section 18-104 of the Act is 32 Loockerman Square, Suite 109, Dover, Kent County, Delaware 19901.

IN WITNESS WHEREOF, the undersigned hereby affirms that the facts stated herein are true, this 30th day of April, 2002.

/s/ C. Michael Malm
C. Michael Malm, Authorized Person

CLEAN HARBORS FLORIDA, LLC

LIMITED LIABILITY COMPANY AGREEMENT

LIMITED LIABILITY COMPANY AGREEMENT effective as of May 1, 2002, by and among Eric W. Gerstenberg, Gene A. Cookson, Stephen H. Moynihan, Roger A. Koenecke, Carl Paschetag, and William J. Geary, as Managers; and Clean Harbors Disposal Services, Inc., a Delaware corporation, as the sole Member. Certain capitalized terms used herein have the respective meanings set forth in Section 14.01 hereof.

ARTICLE I
CAPITAL CORPORATE SERVICES, INC.,
ORGANIZATION

SECTION 1.01 **Formation of the Company.** Clean Harbors Florida, LLC (the "Company") has been formed as a limited liability company under the Delaware Limited Liability Company Act *(6 Del. C § 18-101, et seq.)*, as amended from time to time (the "Delaware Act"), through the filing of the Certificate with the Delaware Secretary of State on the effective date of this Agreement. The parties hereto agree to conduct the business of the Company in accordance with the provisions of the Act and of this Agreement.

SECTION 1.02 **Name, Registered Office, and Maintenance of Books and Records.** The name of the Company is "Clean Harbors Florida, LLC." The initial address of the Company's registered office in Delaware is 32 Lookerman Square, Suite 109, Dover, Dent County, Delaware 19901, and its initial agent at such address for service of process is Capitol Corporate Services, Inc. The Company's books and records shall be maintained at c/o Clean Harbors, Inc., 1501 Washington Street, Braintree, Massachusetts 02184. A Majority of the Managers may change the location at which the Company's books and records shall be maintained to such other location within the United States as such Managers may determine at any time, upon written notice to the Member stating such new location. A Majority of the Managers may also change the Company's registered agent from time to time in their sole discretion.

SECTION 1.03 **Purposes.** The purposes and objectives of the Company are to own, lease, manage and/or operate a licensed hazardous waste facility, to provide environmental services, and to engage in any other lawful activities allowed to be conducted by a limited liability company.

SECTION 1.04 **Powers.** Subject to the terms of this Agreement, and consistent with the purposes stated in Section 1.03 hereof, the Company shall have the following powers: (i) to enter into all agreements and engage in all activities and transactions necessary or advisable to carry out the Company's purposes; and (ii) to have all other powers available to it as a limited liability company organized under the laws of the State of Delaware. Without limitation of the foregoing, the Company shall have the powers: to acquire and dispose of assets and other property; to act as a general partner, limited partner, manager and/or member of any other Person; negotiate, enter into, and modify agreements including, without limitation, partnership

agreements, limited liability company agreements, and leases or subleases of any real estate or personal property; to incur obligations for and in connection with its business; to borrow money and provide guarantees for the obligations of other Persons and, if required by any lender, as security therefor to mortgage, pledge and grant security interests in all or any part of the assets and other property owned by the Company; to repay, in whole or in part, refinance, consolidate, recast, increase, modify or extend any loans which may affect any of the assets and other property owned by the Company; and to execute any and all other documents and instruments and exercise all powers necessary or appropriate to carry out the business of the Company.

ARTICLE II

CONDUCT AND MANAGEMENT OF THE LLC

SECTION 2.01 **Managers.** Except as otherwise provided in this Agreement for actions which require or permit approval by the sole Member, the business of the Company shall be under the control of the Managers. The names and current addresses of the initial Managers are as described in Schedule A hereto. One or more substitute or additional Managers may be elected at any time in the future by the sole Member. Each of the original Managers and any such substitute or additional Managers shall serve as a Manager until either (i) his voluntary resignation as a Manager, or (ii) his removal as a Manager with or without cause at any time by a Majority of the Managers or the sole Member. The Managers shall not be required to make any Capital Contributions to the Company.

SECTION 2.02 **Officers.**

(a) In order to facilitate the day-to-day operation of the Company's business, the Company shall have the following Officers: a President, Senior Vice Presidents, a Treasurer and a Secretary, and any such additional Officers as a Majority of the Managers may from time to time deem appropriate. The President shall be a Manager, but none of the other Officers need be a Manager. Unless otherwise determined from time to time by a Majority of the Managers or by the sole Member, Eric W. Gerstenberg shall be the President, Steven H. Moynihan shall be a Senior Vice President and an Assistant Treasurer, Roger Koenecke shall be a Senior Vice President, Carl Paschetag shall be the Treasurer, William J. Geary shall be a Vice President and the Assistant Secretary, and C. Michael Malm shall be Secretary. Unless otherwise determined from time to time by a Majority of the Managers or the sole Member, the President shall be the chief executive officer of the LLC, the Treasurer shall be responsible for maintaining the funds and financial books and records of the LLC, and the Secretary shall be responsible for maintaining the records of actions (whether by written consent or meeting) of the Managers and of the sole Member and the other non-financial records of the LLC. Each of the Officers of the LLC may be removed (and his successors elected) at any time by a Majority of the Managers or the sole Member.

(b) Except as may otherwise be determined from time to time by a Majority of the Managers or the sole Member, the Managers hereby delegate to the President and any Senior Vice President then in office full authority to act on behalf of the LLC. Except as may otherwise be determined from time to time by a Majority of the Managers or the sole Member, each of the President and Senior Vice Presidents shall have, without further approval or consent of any of

the other Managers or the sole Member, full authority: to acquire and dispose of assets and other property on behalf of the LLC; to negotiate, enter into, execute or modify agreements on behalf of the LLC including, without limitation, partnership agreements, limited liability company agreements, and leases or subleases of any real estate or personal property; to incur obligations for and on behalf of the LLC for and in connection with its business; to borrow money and provide guarantees for the obligations of other Persons and, if required by any lender, as security therefor to mortgage, pledge and grant security interests in all or any part of the assets and other property owned by the Company; to repay, in whole or in part, refinance, consolidate, recast, increase, modify or extend any loans which may affect any of the assets and other property owned by the Company; and to execute any and all other documents and instruments and exercise all powers necessary or appropriate to carry out the business of the Company.

SECTION 2.03 Authorization.

(a) Every contract, agreement, and other instrument executed on behalf of the Company by any Manager, the President or any Senior Vice President, or by another Officer of the Company, if such execution is authorized by a Majority of the Managers, shall be conclusive evidence in favor of every person or entity relying thereon or claiming thereunder that at the time of the delivery thereof (i) the Company was in existence, (ii) this Agreement had not been terminated or canceled or amended in any manner so as to restrict such authority (except as shown in the Certificate or other instrument duly filed with the Secretary of State of the State of Delaware), and (iii) the execution and delivery of such instrument were duly authorized by the Managers and/or the sole Member to the extent required.

(b) Any person or entity dealing with the Company may always rely on a certificate signed by any Manager, the President, any Senior Vice President, the Secretary or an Assistant Secretary:

(i) as to who are the Managers, the Officers or the Member of the Company,

(ii) as to the existence or nonexistence of any fact or facts which (A) constitute conditions precedent to acts by the Company, or (B) are in any other manner germane to the affairs of the Company,

(iii) as to who is authorized to execute and deliver any instrument or document on behalf of the Company,

(iv) as to the authenticity of any copy of this Agreement and amendments thereto, or

(v) as to any act or failure to act by the Company, or as to any other matter whatsoever involving the Company or any Manager or Officer or Member of the Company.

SECTION 2.04 Actions by Managers or the Sole Member. Approval of any action by the Company which under the terms of this Agreement requires approval by a Majority of the Managers may be granted either by a written consent signed by a Majority of the Managers or by an affirmative vote of a Majority of the Managers at a meeting held for such purpose either with or without prior notice. Any Manager may participate in any such meeting by telephone if all

Managers participating in any such meeting shall be able to hear the other participating Managers. The participation of a Majority of the Managers shall constitute a quorum for all purposes. If any action is approved by a Majority of the Managers but any Manager shall not sign any written consent by which, or shall not participate in any meeting at which, such approval was granted, the Secretary of the Company shall promptly provide to such Manager following the date of such written consent or meeting a copy of such written consent or minutes of such meeting. Any action taken by the sole Member under the terms of this Agreement shall be by written consent of the sole Member.

SECTION 2.05 **Duty of Care.** The sole Member acknowledges that decisions concerning the Company's activities will involve the exercise of judgment and a risk of loss. The Managers, the Officers and their Affiliates shall not be liable to the Company or the Member for any loss suffered by the Company or the Member which arises out of any action or omission of a Manager, an Officer or any Affiliate of a Manager or an Officer, provided that (i) such Manager, Officer or Affiliate determined, in good faith, that such course of conduct was in, or not opposed to, the best interest of the Company or was otherwise permitted by this Agreement, and (ii) such course of conduct did not constitute gross negligence or willful malfeasance, a material breach of this Agreement, or an intentional violation of federal or state law by such Manager, Officer or Affiliate. The Managers, the Officers, and their Affiliates shall not be liable for the negligence, whether of omission or commission, dishonesty or bad faith of any employee, broker or other agent of the Company selected by the Managers or the Officers with reasonable care. Furthermore, the Managers, the Officers, and their Affiliates shall be entitled to indemnification by the Company to the extent provided in Article X hereof.

ARTICLE III

MEMBER

SECTION 3.01 **Name, Address, and Capital Contribution**. The name and current address of the sole Member are as described in Schedule A hereto. On and after the date of this Agreement, the Member shall make to the Company either in cash or in other tangible or intangible property such Capital Contributions as shall be determined by the Member. The Treasurer shall record the Member's Capital Contributions on the financial records of the Company.

SECTION 3.02 **Limited Liability.** In accordance with the Delaware Act, the liability of the Member to the Company and its creditors shall be limited to (i) any unpaid Capital Contribution which the Member has agreed to make to the Company; (ii) the amount of any distribution previously received from the Company which the Member may be required to return to the Company pursuant to Section 18-607(b) of the Delaware Act; and (iii) the unpaid balance of any other payments (if any) that the Member expressly is required, pursuant to this Agreement, to make to the Company.

SECTION 3.03 **No Control of Company**. Except as otherwise provided in this Agreement, the Member, in its capacity as such, shall not take part in the management or control of the affairs of the Company, or undertake any transactions on behalf of the Company, or have any power to sign for or otherwise to bind the Company.

SECTION 3.04 **Dissolution, Liquidation or Bankruptcy.** The dissolution, liquidation or bankruptcy of the Member shall not result in the termination of the Company, but the rights of the Member under this Agreement shall accrue to the Member's successors, estate or legal representatives. Except as expressly provided in this Agreement, no other event affecting the Member (including but not limited to insolvency) shall affect this Agreement.

ARTICLE IV

EXPENSES AND COMPENSATION

SECTION 4.01 **No Management Fee.** The Company shall not be obligated to pay to the Managers (or any Affiliate of the Managers) any management fee or similar compensation. However, the Managers shall be entitled to receive compensation from the Member and its Affiliates in the Managers' respective capacities as officers and employees of the Member and its Affiliates.

SECTION 4.02 **Expenses.** The Company shall be responsible for the payment from its own funds of all of the Company's expenses.

ARTICLE V

DISTRIBUTIONS

SECTION 5.01 **Amount, Timing and Form.** The Managers shall determine in their discretion the amount, timing and form of all distributions of Distributable Cash to be made by the Company to the sole Member.

ARTICLE VI

TAX ALLOCATIONS

SECTION 6.01 **Allocations of Net Profit or Net Loss.** As described in Articles II, III and V above, the sole Member shall be responsible for all Capital Contributions to the Company, and the Company shall make all distributions to the Member. All distributions of Net Profit or Net Loss by the Company will accordingly be made to the Member. The Company shall therefore be treated for U.S. federal income tax purposes as a "disregarded entity" of which all of the beneficial interests are held by the sole Member.

ARTICLE VII

DURATION OF THE COMPANY

SECTION 7.01 **Term of Company.** The term of the Company commenced on the filing of the Certificate with the Delaware Secretary of State and shall continue until the date on which the Company is dissolved as provided in Sections 7.02 or 7.03 or by operation of law.

SECTION 7.02 **Dissolution Upon Sale of Assets**. The Company shall be dissolved in the event of the sale or distribution by the Company of all or substantially all of the assets of the Company.

SECTION 7.03 **Dissolution by Written Consent of Member.** The sole Member may dissolve the Company at any time by written consent executed by the Member and a copy of which shall be provided to the Managers.

ARTICLE VIII

LIQUIDATION OF THE COMPANY

SECTION 8.01 **General Provisions.** Following the dissolution of the Company in accordance with Article VII hereof, the Company's assets shall be liquidated in an orderly manner. The Managers (or, at the Managers' election, another Person selected by a Majority of the Managers) shall be the liquidator to wind up the affairs of the Company pursuant to this Agreement.

SECTION 8.02 **Liquidating Distributions.** The liquidator shall pay or provide for the satisfaction of the Company's liabilities and obligations to creditors. Any Net Profit or Net Loss realized in connection with the liquidation of the Company shall be allocated to the Member pursuant to Article VI hereof, and the remaining assets of the Company shall then be distributed to the Member. In performing its duties, the liquidator is authorized to sell, exchange or otherwise dispose of the assets of the Company in such reasonable manner as the liquidator shall determine to be in the best interest of the Company and the Member.

SECTION 8.03 **Expenses of Liquidator.** The expenses incurred by the liquidator in connection with winding up the Company, and all other losses or liabilities of the Company incurred in accordance with the terms of this Agreement, shall be borne by the Company.

SECTION 8.04 **Duration of Liquidation.** A reasonable time shall be allowed for the winding up of the affairs of the Company in order to minimize any losses otherwise associated with such a winding up.

SECTION 8.05 **Duty of Care.** The liquidator shall not be liable to the Company or the Member for any loss attributable to any act or omission of the liquidator in good faith and in a manner such liquidator reasonably believed to be in, or not opposed to, the best interests of the Company in connection with the liquidation of the Company and distribution of its assets and provided that such act or omission did not constitute gross negligence, willful misconduct or a material breach of this Agreement. The liquidator may consult with counsel, investment banking firms, consultants and accountants with respect to liquidating the Company and distributing its assets and may act or omit to act in accordance with the advice of such counsel, investment banking firms, consultants or accountants, provided they shall have been selected with reasonable care.

SECTION 8.06 **No Liability for Return of Capital.** The liquidator(s), the Managers and their respective officers, directors, agents and Affiliates shall not be personally liable for the return of the Capital Contribution of the Member to the Company.

ARTICLE IX

TRANSFER OF INTERESTS

SECTION 9.01 Limitation on Transfer of Rights and Obligations of Managers. The Managers shall not assign, pledge, mortgage, hypothecate, sell or otherwise dispose of or encumber all or any part of their rights or obligations under this Agreement without the prior written consent of the Member.

SECTION 9.02 Transfer of Member Interests. Except as may otherwise be required to comply with applicable federal and state laws, the sole Member shall have the right to transfer all or any part of its interests in the Company by delivery to the Company of an assignment in writing duly executed by the Member.

ARTICLE X

INDEMNIFICATION

SECTION 10.01 General Provisions.

(a) Subject to the limitations set forth below in this Article X, each of the Managers, the Officers, the Affiliates of the Managers and the Officers, and the liquidator (if any), (each such Person being referred to hereafter as an "Indemnitee"), shall be indemnified by the Company (but only out of Company assets, including the proceeds of liability insurance) against any claim, demand, controversy, dispute, cost, loss, damage, expense (including attorneys' fees), judgment and/or liability incurred by or imposed upon the Indemnitee in connection with any action, suit or proceeding (including any proceeding before any administrative or legislative body or agency), to which the Indemnitee shall become a party or shall be threatened to become a party, by reason of the Indemnitee's being at the time the cause of action arose or thereafter, a Manager, an Officer, an Affiliate of a Manager or an Officer,, a liquidator (if any), or a director, officer, member, partner, employee, consultant or other agent of any other organization in which the Company owns an interest, which other organization the Indemnitee serves or has served as director, officer, manager, member, partner, employee, consultant or other agent at the request of the Company (whether or not the Indemnitee continues to serve in such capacity at the time such action, suit or proceeding is brought or threatened). Each Indemnitee may be entitled to such indemnification notwithstanding that the Company has sold, assigned, distributed or otherwise transferred its investment in such other organization prior to the time that such action, suit or proceeding is brought or threatened.

(b) The Indemnitee shall not be indemnified with respect to matters as to which the Indemnitee shall have been finally adjudicated in any such action, suit or proceeding (i) not to have acted in good faith and in the reasonable belief that the Indemnitee's action was in accordance with such Person's obligations to the Company or to have acted with gross negligence or a willful disregard of his duties, or in breach of his fiduciary obligations, or (ii) with respect to any criminal action or proceeding, not to have had cause to believe beyond any reasonable doubt the Indemnitee's conduct was criminal. In the event of settlement of any action, suit or proceeding brought or threatened, the indemnification provided for in this Article X shall

apply to all matters covered by the settlement except for matters as to which the Company is advised by counsel (who may be counsel regularly retained to represent the Company) that the Person seeking indemnification, in the opinion of such counsel, did not act in good faith or acted with gross negligence or a willful disregard of such Person's duties, or in breach of such Person's fiduciary obligations, or, with respect to any criminal action or proceeding, that the Person seeking indemnification had reasonable cause to believe such Person's conduct was criminal.

(c) The right of indemnification provided for in this Article X shall be in addition to any rights to which any Indemnitee may otherwise be entitled and shall inure to the benefit of the executors, administrators, personal representatives, successors or assigns of each such Indemnitee. Such Indemnitee shall first use reasonable efforts to pursue other readily available sources of indemnification before pursuing a claim for indemnification against the Company under this Article X.

SECTION 10.02 Advance Payment of Expenses. The Company shall pay the expenses incurred by an Indemnitee in defending a civil or criminal action, suit or proceeding, or in opposing any claim arising in connection with any potential or threatened civil or criminal action, suit or proceeding, in advance of the final disposition of such action, suit or proceeding, upon receipt of an undertaking by such Indemnitee satisfactory to the Managers to repay such payment if he shall be determined to be not entitled to indemnification therefor as provided herein; provided, however, that in such instance the Indemnitee is not commencing an action, suit, or proceeding against the Company, or defending an action, suit or proceeding commenced against the Indemnitee by the Company, or opposing a claim by the Company arising in connection with any such potential or threatened action, suit or proceeding.

SECTION 10.03 Insurance. At its election, the Managers may cause the Company to purchase and maintain insurance, at the expense of the Company and to the extent available, for the protection of the Managers, the Officers, the Affiliates of the Managers and the Officers, any liquidator, and the directors, officers, employees, consultants or other agents of any such Person, against any liability incurred by any such Person in any such capacity or arising out of his status as such, whether or not the Company has the power to indemnify such Person against such liability. The Managers may also cause the Company to purchase and maintain insurance for the protection of any officer, director, employee, consultant or other agent of any other organization in which the Company owns an interest or of which the Company is a creditor against similar liabilities, whether or not the Company has the power to indemnify any such Person against such liabilities.

ARTICLE XI

ACCOUNTING; RECORDS AND REPORTS

SECTION 11.01 Fiscal Year. The fiscal year of the Company shall be the calendar year, or such other year as required by the Code.

SECTION 11.02 Keeping of Accounts and Records. At all times the Managers shall cause to be kept proper and complete books of account, in which shall be entered fully and

accurately the transactions of the Company. Such books of account, together with (i) an executed copy of this Agreement (and any amendments hereto); (ii) the Certificate of the Company (and any amendments thereto); (iii) executed copies of any powers of attorney pursuant to which any of the aforesaid documents has been executed; and (iv) financial statements of the Company for each of the prior three years, shall at all times be maintained at the location specified in Section 1.02 hereof.

SECTION 11.03 **Inspection Rights.** Until the liquidation of the Company has been completed, the Member may examine the Company's books, records, accounts and assets, including bank balances, and may make, or cause to be made, any audit thereof at the Company's expense.

SECTION 11.04 **Reports.** The Managers shall prepare and transmit to the Member at the Company's expense such financial and other reports as shall be determined from time to time by the Member.

ARTICLE XII

WAIVER AND AMENDMENT

SECTION 12.01 **Waiver and Amendment.** Except for any waiver or amendment of the provisions of Sections 2.5 and 10.01 through 10.03 hereof which would adversely affect any Manager (or any Affiliate of a Manager), the terms and provisions of this Agreement may be waived, modified, terminated or amended at any time by the sole Member. The sole Member shall not waive or amend any provision of Sections 2.05 or 10.01 through 10.03 hereof in such a manner as would adversely affect any Manager (or any Affiliate of a Manager) without the written consent of such Manager.

ARTICLE XIII

GENERAL PROVISIONS

SECTION 13.01 **Notices.** Except where otherwise specifically provided in this Agreement, all notices, requests, consents, approvals and statements shall be in writing and shall be deemed to have been properly given by (i) personal delivery, (ii) first class mail, postage prepaid, (iii) electronic facsimile transmission, or (iv) courier service, addressed in each case: if to the Company, at the address where the Company's books and records are maintained as specified in Section 1.02 hereof; if to a Manager, at such Manager's address set forth in Schedule A; and if to the Member, to the Member's address set forth in Schedule A, or, in each case, to such other address or addresses (and/or by e-mail or other manner of delivery) as the addressee may have specified by written notice as aforesaid.

SECTION 13.02 **Binding on Successors**. This Agreement shall be binding upon and inure to the benefit of the respective heirs, successors, assigns and legal representatives of the parties hereto.

SECTION 13.03 **Counterparts.** This Agreement or any amendment hereto may be signed in any number of counterparts, each of which shall be an original, but all of which taken together shall constitute one agreement (or amendment, as the case may be).

SECTION 13.04 **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware.

SECTION 13.05 **Construction.** Whenever the content of this Agreement permits, the masculine gender shall include the feminine and neuter genders, and reference to singular or plural shall be interchangeable with the other. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the other provisions, and this Agreement shall be construed and reformed in all respects as if any such invalid or unenforceable provision(s) were omitted in order to give effect to the intent and purposes of this Agreement. References in this Agreement to particular sections of the Code or the Delaware Act shall be deemed to refer to such sections or provisions of the Code or the Delaware Act (or any successor legislation) as they may be amended after the date of this Agreement.

ARTICLE XIV

CERTAIN DEFINITIONS

SECTION 14.01 **Certain Definitions**. For purposes of this Agreement, the following terms have the respective meanings set forth below:

"Affiliate " means, with respect to the Person to which it refers, a Person that either (i) directly or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with, such Person or (ii) is the successor or assign to such Person.

"Agreement" means this Limited Liability Company Agreement, as it may be subsequently amended or restated in accordance with its terms.

"Capital Contribution " means the aggregate amount of cash or other property contributed by the Member to the Company pursuant to this Agreement.

"Certificate " means the certificate of formation of the Company and any amendments or restatements thereof as filed with the Delaware Secretary of State under the Delaware Act.

"Code " means the United States Internal Revenue Code of 1986 and the rules and regulations promulgated thereunder, as amended from time to time, or any successor statute thereto.

"Delaware Act" means the Delaware Limited Liability Company Act, as amended from time to time.

"Distributable Cash " means all cash of the Company that the Managers determine is available for distribution to the Member after the payment or provision for payment by the Company of all expenses incurred by the Company and in collecting any amounts then owed to the Company and so

attributable.

“Indemnitee “ shall have the meaning set forth in Section 10.01.

“Majority of the Managers” means (i) at least four of the Managers if there are then six Managers, (ii) at least three of the Managers if there are then five or four Managers, (iii) at least two of the Managers if there are then three Managers, and (ii) both of the Managers if there are then only two Managers.

“Manager” means each of the Persons then serving as a Manager of the Company in accordance to Section 2.01 hereof, in his capacity as a Manager of the LLC.

“Member” means Clean Harbors Disposal Services, Inc., a Delaware corporation.

“Net Profit” or “Net Loss “ means, with respect to any fiscal year, the sum of the Company’s: (a) net profit or loss as determined in accordance with the Code and the Regulations thereunder, and (b) any income exempt from federal income tax, after deduction of all expenses properly chargeable to the Company for such fiscal year (whether deductible or non-deductible and whether described in Section 705(a)(2)(B) of the Code, treated as so described pursuant to Treasury Regulations Section 1.704-1(b)(2)(iv)(i), or otherwise). For this purpose, Net Profit or Net Loss shall be determined in accordance with tax accounting principles rather than generally accepted accounting principles, and any expenses required to be capitalized and included in the Company’s adjusted tax basis in any asset or which reduce the amount realized by the Company on the disposition of any asset shall be disregarded.

“Officers” means the President, the Senior Vice President, the Treasurer, the Secretary, and any such other officers of the Company as shall be elected by a Majority of the Managers or the sole Member in accordance with Section 2.02(a) hereof.

“Person “ means any individual, general partnership, limited partnership, limited liability company, corporation, joint venture, trust, business trust, cooperative or association and the heirs, executors, administrators, legal representative, successors and assigns of such Person where the context so admits.

“Treasury Regulations” mean the Regulations promulgated by the United States Department of the Treasury under the Code, as amended.

IN WITNESS WHEREOF, the undersigned have executed this Limited Liability Company Agreement as of the effective date first above written.

MANAGERS:

/s/ Eric W. Gerstenberg
Eric W. Gerstenberg

/s/ Gene A. Cookson
Gene A. Cookson

/s/ Stephen H. Moynihan
Stephen H. Moynihan

/s/ Roger A. Koenecke
Roger A. Koenecke

/s/ Carl Paschetag
Carl Paschetag

/s/ William J. Geary
William J. Geary

MEMBER:

CLEAN HARBORS DISPOSAL SERVICES, INC.

By: /s/ Stephen H. Moynihan
Stephen H. Moynihan
Senior Vice President

CLEAN HARBORS FLORIDA, LLC

SCHEDULE A

Name and Address

Managers:

Eric W. Gerstenberg
c/o Clean Harbors, Inc.
1501 Washington Street
Braintree, MA 02184

Gene A. Cookson
c/o Clean Harbors, Inc.
1501 Washington Street
Braintree, MA 02184

Stephen H. Moynihan
c/o Clean Harbors, Inc.
1501 Washington Street
Braintree, MA 02184

Roger A. Koenecke
c/o Clean Harbors, Inc.
1501 Washington Street
Braintree, MA 02184

Carl Paschetag
c/o Clean Harbors, Inc.
1501 Washington Street
Braintree, MA 02184

William J. Geary
c/o Clean Harbors, Inc.
1501 Washington Street
Braintree, MA 02184

Sole Member:

Clean Harbors Disposal Services, Inc.
1501 Washington Street
Braintree, MA 02184

Exhibit 3.31

Clean Harbors Grassy Mountain, LLC

CERTIFICATE OF FORMATION

Pursuant to the provisions of Section 18-201 of the Limited Liability Company Act of the State of Delaware (the “Act”), the undersigned, being duly authorized, hereby certifies and states as follows:

1. Name of the Limited Liability Company. The name of the limited liability company formed hereby is Clean Harbors Grassy Mountain, LLC (the “LLC”).

2. Registered Agent and Office of the LLC. The name of the registered agent of the LLC in the State of Delaware is Capitol Corporate Services, Inc. and the registered office address of the registered agent for the purposes of Section 18-104 of the Act is 32 Loockerman Square, Suite 109, Dover, Kent County, Delaware 19901.

IN WITNESS WHEREOF, the undersigned hereby affirms that the facts stated herein are true, this 30th day of April, 2002.

/s/ C. Michael Malm
C. Michael Malm, Authorized Person

CLEAN HARBORS GRASSY MOUNTAIN, LLC

LIMITED LIABILITY COMPANY AGREEMENT

LIMITED LIABILITY COMPANY AGREEMENT effective as of May 1, 2002, by and among Eric W. Gerstenberg, Gene A. Cookson, Stephen H. Moynihan, Roger A. Koenecke, Carl Paschetag, and William J. Geary, as Managers; and Clean Harbors, Inc., a Massachusetts corporation, as the sole Member. Certain capitalized terms used herein have the respective meanings set forth in Section 14.01 hereof.

ARTICLE I
CAPITAL CORPORATE SERVICES, INC.,
ORGANIZATION

SECTION 1.01 Formation of the Company. Clean Harbors Grassy Mountain, LLC (the "Company") has been formed as a limited liability company under the Delaware Limited Liability Company Act *(6 Del. C § 18-101, et seq.)*, as amended from time to time (the "Delaware Act"), through the filing of the Certificate with the Delaware Secretary of State on the effective date of this Agreement. The parties hereto agree to conduct the business of the Company in accordance with the provisions of the Act and of this Agreement.

SECTION 1.02 Name, Registered Office, and Maintenance of Books and Records. The name of the Company is "Clean Harbors Grassy Mountain, LLC." The initial address of the Company's registered office in Delaware is 32 Lookerman Square, Suite 109, Dover, Dent County, Delaware 19901, and its initial agent at such address for service of process is Capitol Corporate Services, Inc. The Company's books and records shall be maintained at c/o Clean Harbors, Inc., 1501 Washington Street, Braintree, Massachusetts 02184. A Majority of the Managers may change the location at which the Company's books and records shall be maintained to such other location within the United States as such Managers may determine at any time, upon written notice to the Member stating such new location. A Majority of the Managers may also change the Company's registered agent from time to time in their sole discretion.

SECTION 1.03 Purposes. The purposes and objectives of the Company are to own, lease, manage and/or operate a licensed hazardous waste facility, to provide environmental services, and to engage in any other lawful activities allowed to be conducted by a limited liability company.

SECTION 1.04 Powers. Subject to the terms of this Agreement, and consistent with the purposes stated in Section 1.03 hereof, the Company shall have the following powers: (i) to enter into all agreements and engage in all activities and transactions necessary or advisable to carry out the Company's purposes; and (ii) to have all other powers available to it as a limited liability company organized under the laws of the State of Delaware. Without limitation of the foregoing, the Company shall have the powers: to acquire and dispose of assets and other property; to act as a general partner, limited partner, manager and/or member of any other Person; negotiate, enter into, and modify agreements including, without limitation, partnership

agreements, limited liability company agreements, and leases or subleases of any real estate or personal property; to incur obligations for and in connection with its business; to borrow money and provide guarantees for the obligations of other Persons and, if required by any lender, as security therefor to mortgage, pledge and grant security interests in all or any part of the assets and other property owned by the Company; to repay, in whole or in part, refinance, consolidate, recast, increase, modify or extend any loans which may affect any of the assets and other property owned by the Company; and to execute any and all other documents and instruments and exercise all powers necessary or appropriate to carry out the business of the Company.

ARTICLE II

CONDUCT AND MANAGEMENT OF THE LLC

SECTION 2.01 Managers. Except as otherwise provided in this Agreement for actions which require or permit approval by the sole Member, the business of the Company shall be under the control of the Managers. The names and current addresses of the initial Managers are as described in Schedule A hereto. One or more substitute or additional Managers may be elected at any time in the future by the sole Member. Each of the original Managers and any such substitute or additional Managers shall serve as a Manager until either (i) his voluntary resignation as a Manager, or (ii) his removal as a Manager with or without cause at any time by a Majority of the Managers or the sole Member. The Managers shall not be required to make any Capital Contributions to the Company.

SECTION 2.02 Officers.

(a) In order to facilitate the day-to-day operation of the Company's business, the Company shall have the following Officers: a President, Senior Vice Presidents, a Treasurer and a Secretary, and any such additional Officers as a Majority of the Managers may from time to time deem appropriate. The President shall be a Manager, but none of the other Officers need be a Manager. Unless otherwise determined from time to time by a Majority of the Managers or by the sole Member, Eric W. Gerstenberg shall be the President, Steven H. Moynihan shall be a Senior Vice President and an Assistant Treasurer, Roger Koenecke shall be a Senior Vice President, Carl Paschetag shall be the Treasurer, William J. Geary shall be a Vice President and the Assistant Secretary, and C. Michael Malm shall be Secretary. Unless otherwise determined from time to time by a Majority of the Managers or the sole Member, the President shall be the chief executive officer of the LLC, the Treasurer shall be responsible for maintaining the funds and financial books and records of the LLC, and the Secretary shall be responsible for maintaining the records of actions (whether by written consent or meeting) of the Managers and of the sole Member and the other non-financial records of the LLC. Each of the Officers of the LLC may be removed (and his successors elected) at any time by a Majority of the Managers or the sole Member.

(b) Except as may otherwise be determined from time to time by a Majority of the Managers or the sole Member, the Managers hereby delegate to the President and any Senior Vice President then in office full authority to act on behalf of the LLC. Except as may otherwise be determined from time to time by a Majority of the Managers or the sole Member, each of the President and Senior Vice Presidents shall have, without further approval or consent of any of

the other Managers or the sole Member, full authority: to acquire and dispose of assets and other property on behalf of the LLC; to negotiate, enter into, execute or modify agreements on behalf of the LLC including, without limitation, partnership agreements, limited liability company agreements, and leases or subleases of any real estate or personal property; to incur obligations for and on behalf of the LLC for and in connection with its business; to borrow money and provide guarantees for the obligations of other Persons and, if required by any lender, as security therefor to mortgage, pledge and grant security interests in all or any part of the assets and other property owned by the Company; to repay, in whole or in part, refinance, consolidate, recast, increase, modify or extend any loans which may affect any of the assets and other property owned by the Company; and to execute any and all other documents and instruments and exercise all powers necessary or appropriate to carry out the business of the Company.

SECTION 2.03 Authorization.

(a) Every contract, agreement, and other instrument executed on behalf of the Company by any Manager, the President or any Senior Vice President, or by another Officer of the Company, if such execution is authorized by a Majority of the Managers, shall be conclusive evidence in favor of every person or entity relying thereon or claiming thereunder that at the time of the delivery thereof (i) the Company was in existence, (ii) this Agreement had not been terminated or canceled or amended in any manner so as to restrict such authority (except as shown in the Certificate or other instrument duly filed with the Secretary of State of the State of Delaware), and (iii) the execution and delivery of such instrument were duly authorized by the Managers and/or the sole Member to the extent required.

(b) Any person or entity dealing with the Company may always rely on a certificate signed by any Manager, the President, any Senior Vice President, the Secretary or an Assistant Secretary:

(i) as to who are the Managers, the Officers or the Member of the Company,

(ii) as to the existence or nonexistence of any fact or facts which (A) constitute conditions precedent to acts by the Company, or (B) are in any other manner germane to the affairs of the Company,

(iii) as to who is authorized to execute and deliver any instrument or document on behalf of the Company,

(iv) as to the authenticity of any copy of this Agreement and amendments thereto, or

(v) as to any act or failure to act by the Company, or as to any other matter whatsoever involving the Company or any Manager or Officer or Member of the Company.

SECTION 2.04 Actions by Managers or the Sole Member. Approval of any action by the Company which under the terms of this Agreement requires approval by a Majority of the Managers may be granted either by a written consent signed by a Majority of the Managers or by an affirmative vote of a Majority of the Managers at a meeting held for such purpose either with or without prior notice. Any Manager may participate in any such meeting by telephone if all

Managers participating in any such meeting shall be able to hear the other participating Managers. The participation of a Majority of the Managers shall constitute a quorum for all purposes. If any action is approved by a Majority of the Managers but any Manager shall not sign any written consent by which, or shall not participate in any meeting at which, such approval was granted, the Secretary of the Company shall promptly provide to such Manager following the date of such written consent or meeting a copy of such written consent or minutes of such meeting. Any action taken by the sole Member under the terms of this Agreement shall be by written consent of the sole Member.

SECTION 2.05 **Duty of Care.** The sole Member acknowledges that decisions concerning the Company's activities will involve the exercise of judgment and a risk of loss. The Managers, the Officers and their Affiliates shall not be liable to the Company or the Member for any loss suffered by the Company or the Member which arises out of any action or omission of a Manager, an Officer or any Affiliate of a Manager or an Officer, provided that (i) such Manager, Officer or Affiliate determined, in good faith, that such course of conduct was in, or not opposed to, the best interest of the Company or was otherwise permitted by this Agreement, and (ii) such course of conduct did not constitute gross negligence or willful malfeasance, a material breach of this Agreement, or an intentional violation of federal or state law by such Manager, Officer or Affiliate. The Managers, the Officers, and their Affiliates shall not be liable for the negligence, whether of omission or commission, dishonesty or bad faith of any employee, broker or other agent of the Company selected by the Managers or the Officers with reasonable care. Furthermore, the Managers, the Officers, and their Affiliates shall be entitled to indemnification by the Company to the extent provided in Article X hereof.

ARTICLE III

MEMBER

SECTION 3.01 **Name, Address, and Capital Contribution**. The name and current address of the sole Member are as described in Schedule A hereto. On and after the date of this Agreement, the Member shall make to the Company either in cash or in other tangible or intangible property such Capital Contributions as shall be determined by the Member. The Treasurer shall record the Member's Capital Contributions on the financial records of the Company.

SECTION 3.02 **Limited Liability.** In accordance with the Delaware Act, the liability of the Member to the Company and its creditors shall be limited to (i) any unpaid Capital Contribution which the Member has agreed to make to the Company; (ii) the amount of any distribution previously received from the Company which the Member may be required to return to the Company pursuant to Section 18-607(b) of the Delaware Act; and (iii) the unpaid balance of any other payments (if any) that the Member expressly is required, pursuant to this Agreement, to make to the Company.

SECTION 3.03 **No Control of Company**. Except as otherwise provided in this Agreement, the Member, in its capacity as such, shall not take part in the management or control of the affairs of the Company, or undertake any transactions on behalf of the Company, or have any power to sign for or otherwise to bind the Company.

SECTION 3.04 Dissolution, Liquidation or Bankruptcy. The dissolution, liquidation or bankruptcy of the Member shall not result in the termination of the Company, but the rights of the Member under this Agreement shall accrue to the Member's successors, estate or legal representatives. Except as expressly provided in this Agreement, no other event affecting the Member (including but not limited to insolvency) shall affect this Agreement.

ARTICLE IV

EXPENSES AND COMPENSATION

SECTION 4.01 No Management Fee. The Company shall not be obligated to pay to the Managers (or any Affiliate of the Managers) any management fee or similar compensation. However, the Managers shall be entitled to receive compensation from the Member and its Affiliates in the Managers' respective capacities as officers and employees of the Member and its Affiliates.

SECTION 4.02 Expenses. The Company shall be responsible for the payment from its own funds of all of the Company's expenses.

ARTICLE V

DISTRIBUTIONS

SECTION 5.01 Amount, Timing and Form. The Managers shall determine in their discretion the amount, timing and form of all distributions of Distributable Cash to be made by the Company to the sole Member.

ARTICLE VI

TAX ALLOCATIONS

SECTION 6.01 Allocations of Net Profit or Net Loss. As described in Articles II, III and V above, the sole Member shall be responsible for all Capital Contributions to the Company, and the Company shall make all distributions to the Member. All distributions of Net Profit or Net Loss by the Company will accordingly be made to the Member. The Company shall therefore be treated for U.S. federal income tax purposes as a "disregarded entity" of which all of the beneficial interests are held by the sole Member.

ARTICLE VII

DURATION OF THE COMPANY

SECTION 7.01 Term of Company. The term of the Company commenced on the filing of the Certificate with the Delaware Secretary of State and shall continue until the date on which the Company is dissolved as provided in Sections 7.02 or 7.03 or by operation of law.

SECTION 7.02 **Dissolution Upon Sale of Assets**. The Company shall be dissolved in the event of the sale or distribution by the Company of all or substantially all of the assets of the Company.

SECTION 7.03 **Dissolution by Written Consent of Member.** The sole Member may dissolve the Company at any time by written consent executed by the Member and a copy of which shall be provided to the Managers.

ARTICLE VIII

LIQUIDATION OF THE COMPANY

SECTION 8.01 **General Provisions.** Following the dissolution of the Company in accordance with Article VII hereof, the Company's assets shall be liquidated in an orderly manner. The Managers (or, at the Managers' election, another Person selected by a Majority of the Managers) shall be the liquidator to wind up the affairs of the Company pursuant to this Agreement.

SECTION 8.02 **Liquidating Distributions.** The liquidator shall pay or provide for the satisfaction of the Company's liabilities and obligations to creditors. Any Net Profit or Net Loss realized in connection with the liquidation of the Company shall be allocated to the Member pursuant to Article VI hereof, and the remaining assets of the Company shall then be distributed to the Member. In performing its duties, the liquidator is authorized to sell, exchange or otherwise dispose of the assets of the Company in such reasonable manner as the liquidator shall determine to be in the best interest of the Company and the Member.

SECTION 8.03 **Expenses of Liquidator.** The expenses incurred by the liquidator in connection with winding up the Company, and all other losses or liabilities of the Company incurred in accordance with the terms of this Agreement, shall be borne by the Company.

SECTION 8.04 **Duration of Liquidation.** A reasonable time shall be allowed for the winding up of the affairs of the Company in order to minimize any losses otherwise associated with such a winding up.

SECTION 8.05 **Duty of Care.** The liquidator shall not be liable to the Company or the Member for any loss attributable to any act or omission of the liquidator in good faith and in a manner such liquidator reasonably believed to be in, or not opposed to, the best interests of the Company in connection with the liquidation of the Company and distribution of its assets and provided that such act or omission did not constitute gross negligence, willful misconduct or a material breach of this Agreement. The liquidator may consult with counsel, investment banking firms, consultants and accountants with respect to liquidating the Company and distributing its assets and may act or omit to act in accordance with the advice of such counsel, investment banking firms, consultants or accountants, provided they shall have been selected with reasonable care.

SECTION 8.06 **No Liability for Return of Capital.** The liquidator(s), the Managers and their respective officers, directors, agents and Affiliates shall not be personally liable for the return of the Capital Contribution of the Member to the Company.

ARTICLE IX

TRANSFER OF INTERESTS

SECTION 9.01 Limitation on Transfer of Rights and Obligations of Managers. The Managers shall not assign, pledge, mortgage, hypothecate, sell or otherwise dispose of or encumber all or any part of their rights or obligations under this Agreement without the prior written consent of the Member.

SECTION 9.02 Transfer of Member Interests. Except as may otherwise be required to comply with applicable federal and state laws, the sole Member shall have the right to transfer all or any part of its interests in the Company by delivery to the Company of an assignment in writing duly executed by the Member.

ARTICLE X

INDEMNIFICATION

SECTION 10.01 General Provisions.

(a) Subject to the limitations set forth below in this Article X, each of the Managers, the Officers, the Affiliates of the Managers and the Officers, and the liquidator (if any), (each such Person being referred to hereafter as an "Indemnitee"), shall be indemnified by the Company (but only out of Company assets, including the proceeds of liability insurance) against any claim, demand, controversy, dispute, cost, loss, damage, expense (including attorneys' fees), judgment and/or liability incurred by or imposed upon the Indemnitee in connection with any action, suit or proceeding (including any proceeding before any administrative or legislative body or agency), to which the Indemnitee shall become a party or shall be threatened to become a party, by reason of the Indemnitee's being at the time the cause of action arose or thereafter, a Manager, an Officer, an Affiliate of a Manager or an Officer,, a liquidator (if any), or a director, officer, member, partner, employee, consultant or other agent of any other organization in which the Company owns an interest, which other organization the Indemnitee serves or has served as director, officer, manager, member, partner, employee, consultant or other agent at the request of the Company (whether or not the Indemnitee continues to serve in such capacity at the time such action, suit or proceeding is brought or threatened). Each Indemnitee may be entitled to such indemnification notwithstanding that the Company has sold, assigned, distributed or otherwise transferred its investment in such other organization prior to the time that such action, suit or proceeding is brought or threatened.

(b) The Indemnitee shall not be indemnified with respect to matters as to which the Indemnitee shall have been finally adjudicated in any such action, suit or proceeding (i) not to have acted in good faith and in the reasonable belief that the Indemnitee's action was in accordance with such Person's obligations to the Company or to have acted with gross negligence or a willful disregard of his duties, or in breach of his fiduciary obligations, or (ii) with respect to any criminal action or proceeding, not to have had cause to believe beyond any reasonable doubt the Indemnitee's conduct was criminal. In the event of settlement of any action, suit or proceeding brought or threatened, the indemnification provided for in this Article X shall

apply to all matters covered by the settlement except for matters as to which the Company is advised by counsel (who may be counsel regularly retained to represent the Company) that the Person seeking indemnification, in the opinion of such counsel, did not act in good faith or acted with gross negligence or a willful disregard of such Person's duties, or in breach of such Person's fiduciary obligations, or, with respect to any criminal action or proceeding, that the Person seeking indemnification had reasonable cause to believe such Person's conduct was criminal.

(c) The right of indemnification provided for in this Article X shall be in addition to any rights to which any Indemnitee may otherwise be entitled and shall inure to the benefit of the executors, administrators, personal representatives, successors or assigns of each such Indemnitee. Such Indemnitee shall first use reasonable efforts to pursue other readily available sources of indemnification before pursuing a claim for indemnification against the Company under this Article X.

SECTION 10.02 Advance Payment of Expenses. The Company shall pay the expenses incurred by an Indemnitee in defending a civil or criminal action, suit or proceeding, or in opposing any claim arising in connection with any potential or threatened civil or criminal action, suit or proceeding, in advance of the final disposition of such action, suit or proceeding, upon receipt of an undertaking by such Indemnitee satisfactory to the Managers to repay such payment if he shall be determined to be not entitled to indemnification therefor as provided herein; provided, however, that in such instance the Indemnitee is not commencing an action, suit, or proceeding against the Company, or defending an action, suit or proceeding commenced against the Indemnitee by the Company, or opposing a claim by the Company arising in connection with any such potential or threatened action, suit or proceeding.

SECTION 10.03 Insurance. At its election, the Managers may cause the Company to purchase and maintain insurance, at the expense of the Company and to the extent available, for the protection of the Managers, the Officers, the Affiliates of the Managers and the Officers, any liquidator, and the directors, officers, employees, consultants or other agents of any such Person, against any liability incurred by any such Person in any such capacity or arising out of his status as such, whether or not the Company has the power to indemnify such Person against such liability. The Managers may also cause the Company to purchase and maintain insurance for the protection of any officer, director, employee, consultant or other agent of any other organization in which the Company owns an interest or of which the Company is a creditor against similar liabilities, whether or not the Company has the power to indemnify any such Person against such liabilities.

ARTICLE XI

ACCOUNTING; RECORDS AND REPORTS

SECTION 11.01 Fiscal Year. The fiscal year of the Company shall be the calendar year, or such other year as required by the Code.

SECTION 11.02 Keeping of Accounts and Records. At all times the Managers shall cause to be kept proper and complete books of account, in which shall be entered fully and

accurately the transactions of the Company. Such books of account, together with (i) an executed copy of this Agreement (and any amendments hereto); (ii) the Certificate of the Company (and any amendments thereto); (iii) executed copies of any powers of attorney pursuant to which any of the aforesaid documents has been executed; and (iv) financial statements of the Company for each of the prior three years, shall at all times be maintained at the location specified in Section 1.02 hereof.

SECTION 11.03 **Inspection Rights.** Until the liquidation of the Company has been completed, the Member may examine the Company's books, records, accounts and assets, including bank balances, and may make, or cause to be made, any audit thereof at the Company's expense.

SECTION 11.04 **Reports.** The Managers shall prepare and transmit to the Member at the Company's expense such financial and other reports as shall be determined from time to time by the Member.

ARTICLE XII

WAIVER AND AMENDMENT

SECTION 12.01 **Waiver and Amendment.** Except for any waiver or amendment of the provisions of Sections 2.5 and 10.01 through 10.03 hereof which would adversely affect any Manager (or any Affiliate of a Manager), the terms and provisions of this Agreement may be waived, modified, terminated or amended at any time by the sole Member. The sole Member shall not waive or amend any provision of Sections 2.05 or 10.01 through 10.03 hereof in such a manner as would adversely affect any Manager (or any Affiliate of a Manager) without the written consent of such Manager.

ARTICLE XIII

GENERAL PROVISIONS

SECTION 13.01 **Notices.** Except where otherwise specifically provided in this Agreement, all notices, requests, consents, approvals and statements shall be in writing and shall be deemed to have been properly given by (i) personal delivery, (ii) first class mail, postage prepaid, (iii) electronic facsimile transmission, or (iv) courier service, addressed in each case: if to the Company, at the address where the Company's books and records are maintained as specified in Section 1.02 hereof; if to a Manager, at such Manager's address set forth in Schedule A; and if to the Member, to the Member's address set forth in Schedule A, or, in each case, to such other address or addresses (and/or by e-mail or other manner of delivery) as the addressee may have specified by written notice as aforesaid.

SECTION 13.02 **Binding on Successors**. This Agreement shall be binding upon and inure to the benefit of the respective heirs, successors, assigns and legal representatives of the parties hereto.

SECTION 13.03 **Counterparts.** This Agreement or any amendment hereto may be signed in any number of counterparts, each of which shall be an original, but all of which taken together shall constitute one agreement (or amendment, as the case may be).

SECTION 13.04 **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware.

SECTION 13.05 **Construction.** Whenever the content of this Agreement permits, the masculine gender shall include the feminine and neuter genders, and reference to singular or plural shall be interchangeable with the other. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the other provisions, and this Agreement shall be construed and reformed in all respects as if any such invalid or unenforceable provision(s) were omitted in order to give effect to the intent and purposes of this Agreement. References in this Agreement to particular sections of the Code or the Delaware Act shall be deemed to refer to such sections or provisions of the Code or the Delaware Act (or any successor legislation) as they may be amended after the date of this Agreement.

ARTICLE XIV

CERTAIN DEFINITIONS

SECTION 14.01 **Certain Definitions**. For purposes of this Agreement, the following terms have the respective meanings set forth below:

"Affiliate " means, with respect to the Person to which it refers, a Person that either (i) directly or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with, such Person or (ii) is the successor or assign to such Person.

"Agreement" means this Limited Liability Company Agreement, as it may be subsequently amended or restated in accordance with its terms.

"Capital Contribution " means the aggregate amount of cash or other property contributed by the Member to the Company pursuant to this Agreement.

"Certificate " means the certificate of formation of the Company and any amendments or restatements thereof as filed with the Delaware Secretary of State under the Delaware Act.

"Code " means the United States Internal Revenue Code of 1986 and the rules and regulations promulgated thereunder, as amended from time to time, or any successor statute thereto.

"Delaware Act" means the Delaware Limited Liability Company Act, as amended from time to time.

"Distributable Cash " means all cash of the Company that the Managers determine is available for distribution to the Member after the payment or provision for payment by the Company of all expenses incurred by the Company and in collecting any amounts then owed to the Company and so

attributable.

“Indemnitee “ shall have the meaning set forth in Section 10.01.

“Majority of the Managers” means (i) at least four of the Managers if there are then six Managers, (ii) at least three of the Managers if there are then five or four Managers, (iii) at least two of the Managers if there are then three Managers, and (ii) both of the Managers if there are then only two Managers.

“Manager” means each of the Persons then serving as a Manager of the Company in accordance to Section 2.01 hereof, in his capacity as a Manager of the LLC.

“Member” means Clean Harbors, Inc., a Massachusetts corporation.

“Net Profit” or “Net Loss “ means, with respect to any fiscal year, the sum of the Company’s: (a) net profit or loss as determined in accordance with the Code and the Regulations thereunder, and (b) any income exempt from federal income tax, after deduction of all expenses properly chargeable to the Company for such fiscal year (whether deductible or non-deductible and whether described in Section 705(a)(2)(B) of the Code, treated as so described pursuant to Treasury Regulations Section 1.704-1(b)(2)(iv)(i), or otherwise). For this purpose, Net Profit or Net Loss shall be determined in accordance with tax accounting principles rather than generally accepted accounting principles, and any expenses required to be capitalized and included in the Company’s adjusted tax basis in any asset or which reduce the amount realized by the Company on the disposition of any asset shall be disregarded.

“Officers” means the President, the Senior Vice President, the Treasurer, the Secretary, and any such other officers of the Company as shall be elected by a Majority of the Managers or the sole Member in accordance with Section 2.02(a) hereof.

“Person “ means any individual, general partnership, limited partnership, limited liability company, corporation, joint venture, trust, business trust, cooperative or association and the heirs, executors, administrators, legal representative, successors and assigns of such Person where the context so admits.

“Treasury Regulations” mean the Regulations promulgated by the United States Department of the Treasury under the Code, as amended.

IN WITNESS WHEREOF, the undersigned have executed this Limited Liability Company Agreement as of the effective date first above written.

MANAGERS:

/s/ Eric W. Gerstenberg
Eric W. Gerstenberg

/s/ Gene A. Cookson
Gene A. Cookson

/s/ Stephen H. Moynihan
Stephen H. Moynihan

/s/ Roger A. Koenecke
Roger A. Koenecke

/s/ Carl Paschetag
Carl Paschetag

/s/ William J. Geary
William J. Geary

MEMBER:

CLEAN HARBORS, INC.

By: /s/ Stephen H. Moynihan
Stephen H. Moynihan
Senior Vice President

CLEAN HARBORS GRASSY MOUNTAIN, LLC

SCHEDULE A

Name and Address

Managers:

Eric W. Gerstenberg
c/o Clean Harbors, Inc.
1501 Washington Street
Braintree, MA 02184

Gene A. Cookson
c/o Clean Harbors, Inc.
1501 Washington Street
Braintree, MA 02184

Stephen H. Moynihan
c/o Clean Harbors, Inc.
1501 Washington Street
Braintree, MA 02184

Roger A. Koenecke
c/o Clean Harbors, Inc.
1501 Washington Street
Braintree, MA 02184

Carl Paschetag
c/o Clean Harbors, Inc.
1501 Washington Street
Braintree, MA 02184

William J. Geary
c/o Clean Harbors, Inc.
1501 Washington Street
Braintree, MA 02184

Sole Member:

Clean Harbors, Inc.
1501 Washington Street
Braintree, MA 02184

Exhibit 3.32

CERTIFICATE OF INCORPORATION

OF

EVEREADY ENERGY SERVICES, INC.

THE UNDERSIGNED, for the purpose of forming a corporation pursuant to the provisions of the General Corporation Law of the State of Delaware, does hereby certify and state as follows:

FIRST: The name of the corporation is Eveready Energy Services, Inc. (the "Corporation").

SECOND: The address of its registered office of the Corporation in the State of Delaware is Corporation Trust Center, 1209 Orange Street, City of Wilmington, County of New Castle, Delaware 19801 and The Corporation Trust Company shall be the registered agent of the corporation in charge thereof.

THIRD: The purpose for which the Corporation is organized is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of the State of Delaware.

FOURTH: The total number of shares of stock which the Corporation shall have the authority to issue is One Hundred (100), of which One Hundred (100) shall be designated Common Stock, $0.01 par value per share.

FIFTH: The name and mailing address of the sole incorporator of the Corporation are as follows:

C. Michael Malm, Esq.
Davis, Malm & D'Agostine, P.C.
One Boston Place, 37th Floor
Boston, MA 02108

SIXTH: The Corporation is to have perpetual existence.

SEVENTH: The management of the business and the conduct of the affairs of the Corporation shall be vested in its Board of Directors.

EIGHTH: In furtherance and not in limitation of the powers conferred by statute, the Board of Directors is expressly authorized to adopt, repeal, rescind, alter or amend in any respect the Bylaws of the Corporation. Election of Directors need not be by written ballot unless the Bylaws of the Corporation so provide.

NINTH: To the extent allowed by law, any action that is required to be or may be taken at a meeting of the stockholders of Corporation may be taken without a

meeting if written consent, setting forth the action, shall be signed by persons who would be entitled to vote at a meeting those shares having voting power to cast not less than the minimum number (or numbers, in the case of voting by classes) of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote were present and voted. Prompt notice shall be given of the taking of corporate action without a meeting by less than unanimous written consent to those stockholders on the record date whose shares were not represented on the written consent.

TENTH: The Corporation shall indemnify and hold harmless any director or officer of the Corporation from and against any and all expenses and liabilities that may be imposed upon or incurred by him in connection with, or as a result of, any proceeding in which he may become involved, as a party or otherwise, by reason of the fact that he is or was such a director or officer of the Corporation, whether or not he continues to be such at the time such expenses and liabilities shall have been imposed or incurred, to the fullest extent permitted by the laws of the State of Delaware, as they may be amended from time to time. The indemnification provided for herein shall not be deemed exclusive of any other rights to which those indemnified may be entitled under any By-Law, agreement, vote of stockholders or disinterested directors or otherwise, both as to action in their official capacity and as to action in another capacity while holding such office, and shall continue as to a person who has ceased to be a director, officer, employee, or agent and shall inure to the benefit of the heirs, executors and administrators of such a person.

ELEVENTH: No director or officer of the Corporation shall be personally liable to the Corporation or any stockholder of the Corporation for monetary damages for any breach of fiduciary duty as a director or officer, provided that this Article ELEVENTH shall not limit the liability of a director or officer (i) for any breach of the director's or officer's duty of loyalty to the Corporation or its stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) under Section 174 of the General Corporation Law of of Delaware, or (iv) for any transaction from which the director or officer derived an improper personal benefit. If the General Corporation Law of Delaware is amended to authorize corporate action further eliminating or limiting the personal liability of directors or officers, then the liability of a director or an officer shall be eliminated or limited to the fullest extent permitted by the General Corporation Law, as so amended from time to time. Any repeal or modification of the foregoing provisions of this Article ELEVENTH by the stockholders of the Corporation shall not adversely affect any right or protection of a director of the Corporation existing at the time of such repeal or modification.

THE UNDERSIGNED, as sole incorporator, has executed, signed and acknowledged this Certificate of Incorporation this 23rd day of November, 2009.

/s/ C. Michael Malm
C. Michael Malm, Incorporator

EVEREADY ENERGY SERVICES, INC.

CERTIFICATE OF AMENDMENT
OF CERTIFICATE OF INCORPORATION

Eveready Energy Services, Inc. (hereinafter referred to as the "Corporation"), organized and existing under and by virtue of the General Corporation Law of the State of Delaware, does hereby certify as follows:

FIRST: That by written consent the Board of Directors of the Corporation adopted a resolution proposing and declaring advisable the following amendment to the Certificate of Incorporation of the Corporation. The resolution setting forth the proposed amendment is as follows:

RESOLVED: That the Certificate of Incorporation of the Corporation be amended by changing the Article thereof numbered "First" so that, as amended, said Article shall be and read as follows:

The name of the corporation is Clean Harbors Industrial Services, Inc.

SECOND: That in lieu of a meeting and vote of stockholders, the sole stockholder of the Corporation has have given written consent to said amendment in accordance with the provisions of Section 228 of the General Corporation Law of the State of Delaware.

THIRD: That the aforesaid amendment was duly adopted in accordance with the applicable provisions of Sections 242 and 228 of the General Corporation Law of the State of Delaware.

IN WITNESS WHEREOF, said corporation has caused this certificate to be signed this 22nd day of December, 2009.

EVEREADY ENERGY SERVICES, INC.

By: /s/ C. Michael Malm
C. Michael Malm, Secretary

CODE OF BYLAWS

OF

CLEAN HARBORS INDUSTRIAL SERVICES, INC.

(F/K/A EVEREADY INDUSTRIAL SERVICES INC.)

ARTICLE 1

IDENTIFICATION

Section 1.01. Name. The name of the Corporation is CLEAN HARBORS INDUSTRIAL SERVICES, INC.

Section 1.02. Resident Office and Resident Agent. The address of the resident office of the Corporation is Wiegand Center, 165 West Liberty Street, Reno, Nevada; and the name of the resident agent at this address is Avansino, Melarkey, Knobel & Mulligan.

Section 1.03. Seal. The seal of the Corporation, if any, shall be in a form as fixed by the Board of Directors.

Section 1.04. Principal Office. The Corporation may have offices at such other places, both within and without the State of Nevada, as the Board of Directors may from time to time determine or the business of the Corporation may require.

ARTICLE 2

CAPITAL STOCK

Section 2.01. Payment for Shares. The consideration for the issuance of shares may be paid, in whole or in part, in tangible or intangible property or other benefit to the Corporation including, but not limited to, cash, promissory notes, services performed, contracts for services to be performed or other securities of the Corporation. When payment of the consideration for which shares are to be issued shall have been received by the Corporation, such shares shall be deemed to be fully paid and nonassessable. In the absence of fraud in the transaction, the judgment of the Board of Directors as to the value of the consideration received for shares shall be conclusive. The Corporation may place in escrow shares issued for a contract for future services or benefits or a promissory note, or make other arrangements to restrict the transfer of the shares, and, as to such shares, the Corporation may credit distributions made for the shares against their purchase price until the services are performed, the benefits are received or the promissory note is paid. If the services are not performed, the benefits are not received or the promissory note is not paid, the shares escrowed or restricted and the distributions credited may be can celled in whole or in part.

Section 2.02. Certificates Representing Shares. Each holder of the capital stock of the Corporation shall be entitled to a certificate signed by the (i) President or a Vice President and (ii) the Secretary or an Assistant Secretary of the Corporation, exhibiting the holder's name and

certifying the number of shares owned by him or her in the Corporation. The certificate shall be numbered and may be entered in the books of the Corporation.

Section 2.03. Transfer of Stock. The Corporation shall register a transfer of a stock certificate presented and delivered to it for transfer if:

Clause (a) Endorsement. The certificate is properly endorsed by the registered holder or by his duly authorized attorney;

Clause (b) Witnessing. The endorsement or endorsements are witnessed by one witness unless this requirement is waived by the Secretary of the Corporation;

Clause (c) Adverse Claims. The Corporation has no notice of any adverse claims or has discharged any duty to inquire into any such claims;

Clause (d) Collection of Taxes. There has been compliance with any applicable law relating to the collection of taxes; and

Clause (e) Compliance with Laws. There has been compliance with any applicable federal and state securities law.

Section 2.04. Ownership. The person in whose name shares stand on the books of the Corporation shall be deemed by the Corporation to be the owner thereof for all purposes, and the Corporation shall not be bound to recognize any equitable or other claim to or interest in such shares on the part of any other person, whether or not it shall have express or other notice thereof, save as expressly provided by the laws of the State of Nevada or federal law.

Section 2.05. Facsimile Signature. Where a certificate is manually signed on behalf of a transfer agent or a registrar other than the Corporation itself or an employee of the Corporation, the signature of any such President, Vice President, Secretary or Assistant Secretary may be a facsimile.

Section 2.06. Lost Certificates. The Board of Directors may direct that a new certificate or certificates be issued in place of any certificate or certificates theretofore issued by the Corporation and alleged to have been lost or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate or certificates of stock to be lost or destroyed. When authorizing such issue of a new certificate or certificates, the Board of Directors may, it its discretion and as a condition precedent to the issuance thereof, require the owner of such lost or destroyed certificate or certificates or his legal representative to submit an affidavit of lost certificate and/or to give the Corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the Corporation with respect to the certificate alleged to have been lost or destroyed.

ARTICLE 3

THE SHAREHOLDERS

Section 3.01. Place of Meetings. Meetings of the shareholders of the Corporation shall be held at the resident office of the Corporation, or at any place, either within or without the State of Nevada, as designated by the Chairman of the Board, or a majority of the Board of Directors.

Section 3.02. Annual Meeting. The annual meeting of the shareholders shall be held at10:00 o'clock A.M., in the office of the Corporation on the 5th day of July of each year, if this day is not a legal holiday, and, if a holiday, then on the first following day that is not a legal holiday. Failure to hold the annual meeting at the designated time shall not work a forfeiture or dissolution of the Corporation.

Section 3.03. Special Meetings. Special meetings of the shareholders may be called by the President, the Chairman of the Board, the Board of Directors, or the holders of not less than one-third (1/3rd) of all the shares entitled to vote at the meeting.

Section 3.04. Notice of Meetings - Waiver. Written notice stating the place, day and hour of the meeting and, in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered not less than ten (10), nor more than sixty (60) days before the date of the meeting, either personally, by telex, telecopier, facsimile (FAX), or mail, by or at the direction of the President; the Secretary, or the officer or persons calling the meeting, to each registered holder entitled to vote at such meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail addressed to the registered holder at his address as it appears on the stock transfer books of the Corporation, with postage on it prepaid. Waiver by a shareholder in writing of notice of a shareholders' meeting, shall be equivalent to the giving of such notice, whether done before, at or during the meeting. Attendance by a shareholder, without objection to the notice, whether in person or by proxy, at a shareholders' meeting shall constitute a waiver of notice of the meeting.

Section 3.05. Quorum. A majority of the shares entitled to a vote, represented in person or by proxy, shall constitute a quorum at a meeting of shareholders. The shareholders present at a duly organized meeting may continue to do business until adjournment, notwithstanding the withdrawal of enough shareholders to leave less than a quorum.

Section 3.06. Voting Lists. The officer or agent having charge of the stock transfer books for shares of the Corporation may make and provide to the President, at least ten (10) days before each meeting of shareholders, a complete list of the shareholders entitled to vote at such meeting or any adjournment thereof arranged in alphabetical order, with the address and the number and class and series of shares held by each; which list, for a period of ten (10) days prior to such meeting, shall be kept on file at the principal office of the Corporation and shall be subject to inspection of any shareholder during the whole time of the meeting. The original stock transfer book shall be prima facie evidence as to who are the shareholders entitled to examine such list or transfer books or to vote at any meeting of the shareholders.

Section 3.07. Voting of Shares. Each shareholder entitled to vote shall at every meeting of the shareholders be entitled to one (1) vote in person or by proxy, signed by him, for each share of the voting stock held by him that has been transferred to him or her on the books of the Corporation prior to such meeting. Such right to vote shall be subject to the right of the Board of Directors to close the transfer books or to fix a record date for voting shareholders pursuant to the provisions of Article 8 hereof.

Section 3.08. Proxies. No proxy shall be valid after six (6) months from the date of its execution, unless coupled with an interest or unless the shareholder specifies in the proxy the length of time for which it is to continue in force, which may not exceed seven (7) years. Such proxies shall be filed with the Secretary before or at the meeting.

Section 3.09. Informal Action by Shareholders. Any action which may be taken or is required by law to be taken at any annual or special meeting of the shareholders may be taken without a meeting and without a vote, if a consent in writing (which may be done in counterparts), setting forth such action, shall be signed by shareholders holding a majority of the voting power of the Corporation holding. If any class of stock is entitled to vote thereon as a class, such written consent shall be required of the holders of a majority of the stock of each class of stock entitled to vote as a class thereon. Notwithstanding the foregoing, however, if a different proportion of voting power is required for such action at a meeting, then that proportion of written consent is required.

Section 3.10. Telephonic Meetings. Shareholders shall be deemed present at a meeting of the shareholders if a conference telephone, or similar communications equipment is used, by which all persons participating in the meeting can hear each other at the same time.

ARTICLE 4

THE BOARD OF DIRECTORS

Section 4.01. Number and Qualifications. The business and affairs of the Corporation shall be managed by a Board of Directors, who need not be residents of the State of Nevada or shareholders of the Corporation. The initial number of Directors shall be one (1). The number of Directors may be increased or decreased to not fewer than one (1), from time to time, by the vote or written consent of the shareholders; but no decrease shall have the effect of shortening the term of any incumbent Director.

Section 4.02. Election. Members of the initial Board of Directors shall hold office until the first annual meeting of shareholders and until their successors shall have been elected and qualified. At the first annual meeting of the shareholders and at each annual meeting thereafter, the shareholders shall elect Directors to hold office until the next succeeding annual meeting. Each Director shall hold office for the term for which he is elected and until his successor shall be elected and qualified. A majority of the members of the Board of Directors may elect, from its own members, a Chairman of the Board.

Section 4.03. Vacancies. Any vacancy occurring in the Board of Directors may be filled by the affirmative vote of a majority of the remaining Directors though less than a quorum of the

Board of Directors. A Director elected to fill a vacancy shall be elected for the unexpired term of his predecessor in office.

Section 4.04. Place of Meetings. Meetings of the Board of Directors, annual, regular or special, may be held either within or without the state of Nevada.

Section 4.05. Annual Meeting. Immediately after the annual meeting of the shareholders, at the registered office of the Corporation, the Board of Directors shall meet each year for the purpose of organization, election of officers, and consideration of any other business that may properly be brought before the meeting. No notice of any kind to either old or new members of the Board of Directors for this annual meeting shall be necessary.

Section 4.06. Other Meetings. Other meetings of the Board of Directors may be held upon notice by letter, personal service, telegram, telecopier, facsimile (FAX), or cable, delivered for transmission not later than during the third day immediately preceding the day for the meeting, or by telephone received not later than during the second day immediately preceding the day for the meeting, upon the call of the President or Secretary of the Corporation at any place within or without the state of Nevada. Notice of any meeting of the Board of Directors may be waived in writing signed by the person or persons entitled to the notice, whether before or after the time of the meeting. Neither the business to be transacted at, nor the purpose of, any meeting of the Board of Directors need by specified in the notice or waiver of notice of the meeting.

Section 4.07. Quorum. A majority of the number of Directors fixed by the Code of Bylaws shall constitute a quorum for the transaction of business. The act of the majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board of Directors unless the act of a greater number is required by the Articles of Incorporation, the Code of Bylaws, or by the laws of the State of Nevada.

Section 4.08. Action Without a Meeting. Any action that may be taken at a meeting of the Directors, or of a committee, may be taken without a meeting if a consent in writing (which may be done in counterparts) setting forth such action is signed before or after the action by all of the Directors, or all of the members of the committee, as the case may be.

Section 4.09. Compensation. Directors shall be entitled to such compensation for their services as may be approved by the Board of Directors, including, if so approved by resolution of the Board of Directors, a fixed sum and expenses of attendance at each regular or special meeting or meeting of any committee. No such payment shall preclude any Director from serving the Corporation in any other capacity and receiving compensation therefor.

Section 4.10. Telephonic Meetings. Members of the Board of Directors or committee shall be deemed present at a meeting of such Board or committee if a conference telephone, or similar communications equipment is used, by which all persons participating in the meeting can hear each other at the same time.

Section 4.11. Removal/Resignation. Any Director may be removed from office by the vote or written consent of shareholders representing not less than two-thirds (2/3) of the voting power of the issued and outstanding stock entitled to voting powers, with or without cause, at

any general or special meeting of the shareholders whenever, in the judgment of the shareholders, the best interest of the Corporation will be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the person removed. A Director may resign at any time by written notice to the Board of Directors and Secretary or Assistant Secretary of the Corporation.

Section 4.12. Committees. The Board of Directors may, by resolution passed by a majority thereof, may designate, one (1) or more Executive Committees, each to consist of two (2) or more of the Directors, and the rest of the committee to be appointed by the Board. The purpose, function, and power of the committee shall be fixed by the Board of Directors.

ARTICLE 5

THE OFFICERS

Section 5.01. Officers. The officers of the Corporation shall consist of a President, Vice President, Secretary, Treasurer and such other officers and assistant officers and agents as may be deemed necessary by the Board of Directors, each of whom shall be elected by the Board of Directors at its annual meeting. Any two (2) or more offices may be held by the same person. Officers need not be Directors of the Corporation. Each officer shall hold office until his/her successor is duly elected and qualified or until the officer's death, resignation or removal of said officer.

Section 5.02. Removal. Any officer elected or appointed by the Board of Directors may be removed by the Board of Directors whenever, in its judgment, the best interest of the Corporation will be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the person so removed.

Section 5.03. Vacancies. Whenever any vacancies shall occur in any office by death, resignation, removal, increase in the number of offices of the Corporation, or otherwise, the same shall be filled by the Board of Directors, and the officer so elected shall hold office until his successor is chosen and qualified.

Section 5.04. The President. The President shall have active executive management of the operations of the Corporation, subject, however, to the control of the Board of Directors. He/she shall preside at all meetings of the shareholders and Directors, discharge all the duties incumbent upon a presiding officer, and perform such other duties as this Code of Bylaws provides or the Board of Directors may prescribe. The President shall have full authority to execute proxies on behalf of the Corporation, to vote stock, or other ownership interest owned by it in any other corporation, business entity or trust, and to execute powers of attorney appointing other corporations, partnerships or individuals the agent of the Corporation.

Section 5.05. The Vice President. The Vice President shall perform all duties incumbent upon the President during the absence or disability of the President, and shall perform such other duties as this Code of Bylaws may provide or the Board of Directors may prescribe.

Section 5.06. The Secretary. The Secretary shall attend all meetings of the shareholders and of the Board of Directors, and shall keep a true and complete record of the proceedings of

these meetings. He/she shall be custodian of the records and of the seal, if any, of the Corporation and shall see that the seal, if any, is affixed to all documents, if required by law or by the Board of Directors. He/she shall attend to the giving of all notices and shall perform such other duties as this Code of Bylaws provides or the Board of Directors may prescribe.

Section 5.07. The Treasurer. The Treasurer shall keep correct and complete records of account, showing accurately at all times the financial condition of the Corporation. He/she shall be the legal custodian of all monies, notes, securities and other valuables that may from time to time come into the possession of the Corporation. He/she shall immediately deposit all funds of the Corporation coming into his hand in some reliable bank or other depository to be designated by the Board of Directors, and shall keep this bank account in the name of the Corporation. He/she shall furnish at meetings of the Board of Directors, or whenever requested, a statement of financial condition of the Corporation, and shall perform such other duties as this Code of Bylaws may provide or the Board of Directors may prescribe. The Treasurer may be required to furnish bond in such amount as shall be determined by the Board of Directors.

Section 5.08. Transfer of Authority. In case of the absence of any officers of the Corporation, or for any other reason that the Board of Directors may deem sufficient, the Board of Directors may transfer the powers or duties of that officer to any other officer or to any Director or employee of the Corporation, provided a majority of the full Board of Directors concurs.

Section 5.09. Salaries. The Board of Directors shall fix the salaries of the officers and no officer shall be prevented from receiving such salary because he or she is also a Director.

ARTICLE 6

SPECIAL CORPORATE ACTS

Section 6.01. Negotiable Instruments, Deeds and Contracts. All checks, drafts, notes, bonds, bills of exchange and orders for the payment of money of the Corporation; all deeds, mortgages and other written contracts and agreements to which the Corporation shall be a party; and all assignments or endorsements of stock certificates, shall, unless otherwise required, by law, be signed by the President or by any two (2) of the following officers who are different persons: Vice President, Secretary or Treasurer. The Board of Directors may, however, authorize any one (1) of such officers to sign any of such instruments, for and on behalf of the Corporation, without the necessity of a countersignature; may designate officers or employees of the Corporation, other than those named above; and may authorize the use of facsimile signatures of any such persons. Any shares of stock issued by any other corporation and owned by or controlled by the Corporation may be voted at any shareholders' meeting of the other corporation by the President of the Corporation, if he or she is present; or, in his or her absence, by any Vice President, and if he or she shall be absent, then by such person as the President of the Corporation shall, by duly executed proxy, designate to represent the Corporation at such shareholders' meeting.

ARTICLE 7

INDEMNIFICATION OF DIRECTORS AND OFFICERS

Section 7.01. The Corporation shall be authorized to indemnify any person entitled to indemnification under the laws of the State of Nevada as it now exists, or may hereafter be amended, and/or the Articles of Incorporation; provided, however that the Corporation shall not be permitted to indemnify any person in connection with any proceeding initiated by such person, unless such proceeding is authorized by a majority of the Board of Directors of the Corporation.

Section 7.02. The foregoing rights of indemnification shall apply to the heirs and personal representatives of any such person and shall not be exclusive of other rights to which any provision of the Articles of Incorporation, Code of Bylaws, agreement, vote of shareholders, or otherwise, apply.

ARTICLE 8

RECORD DATE

Section 8.01. The Board of Directors is authorized from time to time to fix in advance a date, not more than sixty (60) days prior to the date for payment of any dividend or the date for the allotment of rights, or the date when any change or conversion of or exchange of stock shall go into effect, or a date in connection with the obtaining of the consent of shareholders for any purpose, as a record date for the determination of the shareholders entitled to notice of and to vote at any such meeting and any adjournment thereof, or entitled to receive payment of any such dividend, or to any such allotment, or to exercise the rights in respect of any such change, conversion or exchange of stock, or to give such consent, as the case may be; and, in such case, such shareholders, and only such shareholders shall be shareholders of record on the date so fixed, shall be entitled to such notice of and to vote at such meeting and any adjournment thereof, or to receive payment of such dividend, or to receive such allotment of rights, or to exercise such rights, or to give such consent, as the case may be, notwithstanding any transfer of any stock on the books of the Corporation after any such said fixed record date.

ARTICLE 9

DIVIDENDS

Section 9.01. The Board of Directors may from time to time declare and the Corporation may pay dividends on its outstanding shares of capital stock as the Directors may decide. Before paying any dividends, there may be set aside out of the net profits of the Corporation such sums as the Directors may from time to time in their absolute discretion deem proper as a reserve for contingent liabilities, repair, operating capital, or for such other purposes. Dividends may be paid in cash, in property or in shares of stock, subject to the provisions of the Articles of Incorporation and to the laws of the State of Nevada.

ARTICLE 10

FISCAL YEAR

Section 10.01. The fiscal year of the Corporation shall be determined by the Board of Directors.

ARTICLE 11

AMENDMENTS

Section 11.01. The power to alter, amend, or repeal this Code of Bylaws, or adopt a new Code of Bylaws, is vested in the Board of Directors, but the affirmative vote of the number of Directors equal to a majority of the full Board of Directors shall be necessary to effect any such action.

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CERTIFICATE OF SECRETARY

I, the undersigned, do hereby certify:

(1) That I am the duly elected and acting Secretary of CLEAN HARBORS INDUSTRIAL SERVICES, INC., a Nevada corporation; and

(2) That the foregoing bylaws, comprising ten (10) pages, including this Certificate of Secretary page, constitute the original bylaws of said Corporation as duly adopted by the Board of Directors on October 31, 2005.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of the Corporation this 31st day of October, 2005.

/s/ John M. Stevens
JOHN M. STEVENS
Secretary

Exhibit 3.33

Clean Harbors Kansas, LLC

CERTIFICATE OF FORMATION

Pursuant to the provisions of Section 18-201 of the Limited Liability Company Act of the State of Delaware (the "Act"), the undersigned, being duly authorized, hereby certifies and states as follows:

1. Name of the Limited Liability Company. The name of the limited liability company formed hereby is Clean Harbors Kansas, LLC (the "LLC").

2. Registered Agent and Office of the LLC. The name of the registered agent of the LLC in the State of Delaware is Capitol Corporate Services, Inc. and the registered office address of the registered agent for the purposes of Section 18-104 of the Act is 32 Loockerman Square, Suite 109, Dover, Kent County, Delaware 19901.

IN WITNESS WHEREOF, the undersigned hereby affirms that the facts stated herein are true, this 30th day of April, 2002.

/s/ C. Michael Malm
C. Michael Malm, Authorized Person

CLEAN HARBORS KANSAS, LLC

LIMITED LIABILITY COMPANY AGREEMENT

LIMITED LIABILITY COMPANY AGREEMENT effective as of May 1, 2002, by and among Eric W. Gerstenberg, Gene A. Cookson, Stephen H. Moynihan, Roger A. Koenecke, Carl Paschetag, and William J. Geary, as Managers; and Clean Harbors, Inc., a Massachusetts corporation, as the sole Member. Certain capitalized terms used herein have the respective meanings set forth in Section 14.01 hereof.

ARTICLE I
CAPITAL CORPORATE SERVICES, INC.,
ORGANIZATION

SECTION 1.01 Formation of the Company. Clean Harbors Kansas, LLC (the "Company") has been formed as a limited liability company under the Delaware Limited Liability Company Act *(6 Del. C § 18-101, et seq.)*, as amended from time to time (the "Delaware Act"), through the filing of the Certificate with the Delaware Secretary of State on the effective date of this Agreement. The parties hereto agree to conduct the business of the Company in accordance with the provisions of the Act and of this Agreement.

SECTION 1.02 Name, Registered Office, and Maintenance of Books and Records. The name of the Company is "Clean Harbors Kansas, LLC." The initial address of the Company's registered office in Delaware is 32 Lookerman Square, Suite 109, Dover, Dent County, Delaware 19901, and its initial agent at such address for service of process is Capitol Corporate Services, Inc. The Company's books and records shall be maintained at c/o Clean Harbors, Inc., 1501 Washington Street, Braintree, Massachusetts 02184. A Majority of the Managers may change the location at which the Company's books and records shall be maintained to such other location within the United States as such Managers may determine at any time, upon written notice to the Member stating such new location. A Majority of the Managers may also change the Company's registered agent from time to time in their sole discretion.

SECTION 1.03 Purposes. The purposes and objectives of the Company are to own, lease, manage and/or operate a licensed hazardous waste facility, to provide environmental services, and to engage in any other lawful activities allowed to be conducted by a limited liability company.

SECTION 1.04 Powers. Subject to the terms of this Agreement, and consistent with the purposes stated in Section 1.03 hereof, the Company shall have the following powers: (i) to enter into all agreements and engage in all activities and transactions necessary or advisable to carry out the Company's purposes; and (ii) to have all other powers available to it as a limited liability company organized under the laws of the State of Delaware. Without limitation of the foregoing, the Company shall have the powers: to acquire and dispose of assets and other property; to act as a general partner, limited partner, manager and/or member of any other Person; negotiate, enter into, and modify agreements including, without limitation, partnership

agreements, limited liability company agreements, and leases or subleases of any real estate or personal property; to incur obligations for and in connection with its business; to borrow money and provide guarantees for the obligations of other Persons and, if required by any lender, as security therefor to mortgage, pledge and grant security interests in all or any part of the assets and other property owned by the Company; to repay, in whole or in part, refinance, consolidate, recast, increase, modify or extend any loans which may affect any of the assets and other property owned by the Company; and to execute any and all other documents and instruments and exercise all powers necessary or appropriate to carry out the business of the Company.

ARTICLE II

CONDUCT AND MANAGEMENT OF THE LLC

SECTION 2.01 **Managers.** Except as otherwise provided in this Agreement for actions which require or permit approval by the sole Member, the business of the Company shall be under the control of the Managers. The names and current addresses of the initial Managers are as described in Schedule A hereto. One or more substitute or additional Managers may be elected at any time in the future by the sole Member. Each of the original Managers and any such substitute or additional Managers shall serve as a Manager until either (i) his voluntary resignation as a Manager, or (ii) his removal as a Manager with or without cause at any time by a Majority of the Managers or the sole Member. The Managers shall not be required to make any Capital Contributions to the Company.

SECTION 2.02 **Officers.**

(a) In order to facilitate the day-to-day operation of the Company's business, the Company shall have the following Officers: a President, Senior Vice Presidents, a Treasurer and a Secretary, and any such additional Officers as a Majority of the Managers may from time to time deem appropriate. The President shall be a Manager, but none of the other Officers need be a Manager. Unless otherwise determined from time to time by a Majority of the Managers or by the sole Member, Eric W. Gerstenberg shall be the President, Steven H. Moynihan shall be a Senior Vice President and an Assistant Treasurer, Roger Koenecke shall be a Senior Vice President, Carl Paschetag shall be the Treasurer, William J. Geary shall be a Vice President and the Assistant Secretary, and C. Michael Malm shall be Secretary. Unless otherwise determined from time to time by a Majority of the Managers or the sole Member, the President shall be the chief executive officer of the LLC, the Treasurer shall be responsible for maintaining the funds and financial books and records of the LLC, and the Secretary shall be responsible for maintaining the records of actions (whether by written consent or meeting) of the Managers and of the sole Member and the other non-financial records of the LLC. Each of the Officers of the LLC may be removed (and his successors elected) at any time by a Majority of the Managers or the sole Member.

(b) Except as may otherwise be determined from time to time by a Majority of the Managers or the sole Member, the Managers hereby delegate to the President and any Senior Vice President then in office full authority to act on behalf of the LLC. Except as may otherwise be determined from time to time by a Majority of the Managers or the sole Member, each of the President and Senior Vice Presidents shall have, without further approval or consent of any of

the other Managers or the sole Member, full authority: to acquire and dispose of assets and other property on behalf of the LLC; to negotiate, enter into, execute or modify agreements on behalf of the LLC including, without limitation, partnership agreements, limited liability company agreements, and leases or subleases of any real estate or personal property; to incur obligations for and on behalf of the LLC for and in connection with its business; to borrow money and provide guarantees for the obligations of other Persons and, if required by any lender, as security therefor to mortgage, pledge and grant security interests in all or any part of the assets and other property owned by the Company; to repay, in whole or in part, refinance, consolidate, recast, increase, modify or extend any loans which may affect any of the assets and other property owned by the Company; and to execute any and all other documents and instruments and exercise all powers necessary or appropriate to carry out the business of the Company.

SECTION 2.03 Authorization.

(a) Every contract, agreement, and other instrument executed on behalf of the Company by any Manager, the President or any Senior Vice President, or by another Officer of the Company, if such execution is authorized by a Majority of the Managers, shall be conclusive evidence in favor of every person or entity relying thereon or claiming thereunder that at the time of the delivery thereof (i) the Company was in existence, (ii) this Agreement had not been terminated or canceled or amended in any manner so as to restrict such authority (except as shown in the Certificate or other instrument duly filed with the Secretary of State of the State of Delaware), and (iii) the execution and delivery of such instrument were duly authorized by the Managers and/or the sole Member to the extent required.

(b) Any person or entity dealing with the Company may always rely on a certificate signed by any Manager, the President, any Senior Vice President, the Secretary or an Assistant Secretary:

(i) as to who are the Managers, the Officers or the Member of the Company,

(ii) as to the existence or nonexistence of any fact or facts which (A) constitute conditions precedent to acts by the Company, or (B) are in any other manner germane to the affairs of the Company,

(iii) as to who is authorized to execute and deliver any instrument or document on behalf of the Company,

(iv) as to the authenticity of any copy of this Agreement and amendments thereto, or

(v) as to any act or failure to act by the Company, or as to any other matter whatsoever involving the Company or any Manager or Officer or Member of the Company.

SECTION 2.04 Actions by Managers or the Sole Member. Approval of any action by the Company which under the terms of this Agreement requires approval by a Majority of the Managers may be granted either by a written consent signed by a Majority of the Managers or by an affirmative vote of a Majority of the Managers at a meeting held for such purpose either with or without prior notice. Any Manager may participate in any such meeting by telephone if all

Managers participating in any such meeting shall be able to hear the other participating Managers. The participation of a Majority of the Managers shall constitute a quorum for all purposes. If any action is approved by a Majority of the Managers but any Manager shall not sign any written consent by which, or shall not participate in any meeting at which, such approval was granted, the Secretary of the Company shall promptly provide to such Manager following the date of such written consent or meeting a copy of such written consent or minutes of such meeting. Any action taken by the sole Member under the terms of this Agreement shall be by written consent of the sole Member.

SECTION 2.05 **Duty of Care.** The sole Member acknowledges that decisions concerning the Company's activities will involve the exercise of judgment and a risk of loss. The Managers, the Officers and their Affiliates shall not be liable to the Company or the Member for any loss suffered by the Company or the Member which arises out of any action or omission of a Manager, an Officer or any Affiliate of a Manager or an Officer, provided that (i) such Manager, Officer or Affiliate determined, in good faith, that such course of conduct was in, or not opposed to, the best interest of the Company or was otherwise permitted by this Agreement, and (ii) such course of conduct did not constitute gross negligence or willful malfeasance, a material breach of this Agreement, or an intentional violation of federal or state law by such Manager, Officer or Affiliate. The Managers, the Officers, and their Affiliates shall not be liable for the negligence, whether of omission or commission, dishonesty or bad faith of any employee, broker or other agent of the Company selected by the Managers or the Officers with reasonable care. Furthermore, the Managers, the Officers, and their Affiliates shall be entitled to indemnification by the Company to the extent provided in Article X hereof.

ARTICLE III

MEMBER

SECTION 3.01 **Name, Address, and Capital Contribution**. The name and current address of the sole Member are as described in Schedule A hereto. On and after the date of this Agreement, the Member shall make to the Company either in cash or in other tangible or intangible property such Capital Contributions as shall be determined by the Member. The Treasurer shall record the Member's Capital Contributions on the financial records of the Company.

SECTION 3.02 **Limited Liability.** In accordance with the Delaware Act, the liability of the Member to the Company and its creditors shall be limited to (i) any unpaid Capital Contribution which the Member has agreed to make to the Company; (ii) the amount of any distribution previously received from the Company which the Member may be required to return to the Company pursuant to Section 18-607(b) of the Delaware Act; and (iii) the unpaid balance of any other payments (if any) that the Member expressly is required, pursuant to this Agreement, to make to the Company.

SECTION 3.03 **No Control of Company**. Except as otherwise provided in this Agreement, the Member, in its capacity as such, shall not take part in the management or control of the affairs of the Company, or undertake any transactions on behalf of the Company, or have any power to sign for or otherwise to bind the Company.

SECTION 3.04 **Dissolution, Liquidation or Bankruptcy.** The dissolution, liquidation or bankruptcy of the Member shall not result in the termination of the Company, but the rights of the Member under this Agreement shall accrue to the Member's successors, estate or legal representatives. Except as expressly provided in this Agreement, no other event affecting the Member (including but not limited to insolvency) shall affect this Agreement.

ARTICLE IV

EXPENSES AND COMPENSATION

SECTION 4.01 **No Management Fee.** The Company shall not be obligated to pay to the Managers (or any Affiliate of the Managers) any management fee or similar compensation. However, the Managers shall be entitled to receive compensation from the Member and its Affiliates in the Managers' respective capacities as officers and employees of the Member and its Affiliates.

SECTION 4.02 **Expenses.** The Company shall be responsible for the payment from its own funds of all of the Company's expenses.

ARTICLE V

DISTRIBUTIONS

SECTION 5.01 **Amount, Timing and Form.** The Managers shall determine in their discretion the amount, timing and form of all distributions of Distributable Cash to be made by the Company to the sole Member.

ARTICLE VI

TAX ALLOCATIONS

SECTION 6.01 **Allocations of Net Profit or Net Loss.** As described in Articles II, III and V above, the sole Member shall be responsible for all Capital Contributions to the Company, and the Company shall make all distributions to the Member. All distributions of Net Profit or Net Loss by the Company will accordingly be made to the Member. The Company shall therefore be treated for U.S. federal income tax purposes as a "disregarded entity" of which all of the beneficial interests are held by the sole Member.

ARTICLE VII

DURATION OF THE COMPANY

SECTION 7.01 **Term of Company.** The term of the Company commenced on the filing of the Certificate with the Delaware Secretary of State and shall continue until the date on which the Company is dissolved as provided in Sections 7.02 or 7.03 or by operation of law.

SECTION 7.02 **Dissolution Upon Sale of Assets**. The Company shall be dissolved in the event of the sale or distribution by the Company of all or substantially all of the assets of the Company.

SECTION 7.03 **Dissolution by Written Consent of Member.** The sole Member may dissolve the Company at any time by written consent executed by the Member and a copy of which shall be provided to the Managers.

ARTICLE VIII

LIQUIDATION OF THE COMPANY

SECTION 8.01 **General Provisions.** Following the dissolution of the Company in accordance with Article VII hereof, the Company's assets shall be liquidated in an orderly manner. The Managers (or, at the Managers' election, another Person selected by a Majority of the Managers) shall be the liquidator to wind up the affairs of the Company pursuant to this Agreement.

SECTION 8.02 **Liquidating Distributions.** The liquidator shall pay or provide for the satisfaction of the Company's liabilities and obligations to creditors. Any Net Profit or Net Loss realized in connection with the liquidation of the Company shall be allocated to the Member pursuant to Article VI hereof, and the remaining assets of the Company shall then be distributed to the Member. In performing its duties, the liquidator is authorized to sell, exchange or otherwise dispose of the assets of the Company in such reasonable manner as the liquidator shall determine to be in the best interest of the Company and the Member.

SECTION 8.03 **Expenses of Liquidator.** The expenses incurred by the liquidator in connection with winding up the Company, and all other losses or liabilities of the Company incurred in accordance with the terms of this Agreement, shall be borne by the Company.

SECTION 8.04 **Duration of Liquidation.** A reasonable time shall be allowed for the winding up of the affairs of the Company in order to minimize any losses otherwise associated with such a winding up.

SECTION 8.05 **Duty of Care.** The liquidator shall not be liable to the Company or the Member for any loss attributable to any act or omission of the liquidator in good faith and in a manner such liquidator reasonably believed to be in, or not opposed to, the best interests of the Company in connection with the liquidation of the Company and distribution of its assets and provided that such act or omission did not constitute gross negligence, willful misconduct or a material breach of this Agreement. The liquidator may consult with counsel, investment banking firms, consultants and accountants with respect to liquidating the Company and distributing its assets and may act or omit to act in accordance with the advice of such counsel, investment banking firms, consultants or accountants, provided they shall have been selected with reasonable care.

SECTION 8.06 **No Liability for Return of Capital.** The liquidator(s), the Managers and their respective officers, directors, agents and Affiliates shall not be personally liable for the return of the Capital Contribution of the Member to the Company.

ARTICLE IX

TRANSFER OF INTERESTS

SECTION 9.01 Limitation on Transfer of Rights and Obligations of Managers. The Managers shall not assign, pledge, mortgage, hypothecate, sell or otherwise dispose of or encumber all or any part of their rights or obligations under this Agreement without the prior written consent of the Member.

SECTION 9.02 Transfer of Member Interests. Except as may otherwise be required to comply with applicable federal and state laws, the sole Member shall have the right to transfer all or any part of its interests in the Company by delivery to the Company of an assignment in writing duly executed by the Member.

ARTICLE X

INDEMNIFICATION

SECTION 10.01 General Provisions.

(a) Subject to the limitations set forth below in this Article X, each of the Managers, the Officers, the Affiliates of the Managers and the Officers, and the liquidator (if any), (each such Person being referred to hereafter as an "Indemnitee"), shall be indemnified by the Company (but only out of Company assets, including the proceeds of liability insurance) against any claim, demand, controversy, dispute, cost, loss, damage, expense (including attorneys' fees), judgment and/or liability incurred by or imposed upon the Indemnitee in connection with any action, suit or proceeding (including any proceeding before any administrative or legislative body or agency), to which the Indemnitee shall become a party or shall be threatened to become a party, by reason of the Indemnitee's being at the time the cause of action arose or thereafter, a Manager, an Officer, an Affiliate of a Manager or an Officer,, a liquidator (if any), or a director, officer, member, partner, employee, consultant or other agent of any other organization in which the Company owns an interest, which other organization the Indemnitee serves or has served as director, officer, manager, member, partner, employee, consultant or other agent at the request of the Company (whether or not the Indemnitee continues to serve in such capacity at the time such action, suit or proceeding is brought or threatened). Each Indemnitee may be entitled to such indemnification notwithstanding that the Company has sold, assigned, distributed or otherwise transferred its investment in such other organization prior to the time that such action, suit or proceeding is brought or threatened.

(b) The Indemnitee shall not be indemnified with respect to matters as to which the Indemnitee shall have been finally adjudicated in any such action, suit or proceeding (i) not to have acted in good faith and in the reasonable belief that the Indemnitee's action was in accordance with such Person's obligations to the Company or to have acted with gross negligence or a willful disregard of his duties, or in breach of his fiduciary obligations, or (ii) with respect to any criminal action or proceeding, not to have had cause to believe beyond any reasonable doubt the Indemnitee's conduct was criminal. In the event of settlement of any action, suit or proceeding brought or threatened, the indemnification provided for in this Article X shall

apply to all matters covered by the settlement except for matters as to which the Company is advised by counsel (who may be counsel regularly retained to represent the Company) that the Person seeking indemnification, in the opinion of such counsel, did not act in good faith or acted with gross negligence or a willful disregard of such Person's duties, or in breach of such Person's fiduciary obligations, or, with respect to any criminal action or proceeding, that the Person seeking indemnification had reasonable cause to believe such Person's conduct was criminal.

(c) The right of indemnification provided for in this Article X shall be in addition to any rights to which any Indemnitee may otherwise be entitled and shall inure to the benefit of the executors, administrators, personal representatives, successors or assigns of each such Indemnitee. Such Indemnitee shall first use reasonable efforts to pursue other readily available sources of indemnification before pursuing a claim for indemnification against the Company under this Article X.

SECTION 10.02 **Advance Payment of Expenses.** The Company shall pay the expenses incurred by an Indemnitee in defending a civil or criminal action, suit or proceeding, or in opposing any claim arising in connection with any potential or threatened civil or criminal action, suit or proceeding, in advance of the final disposition of such action, suit or proceeding, upon receipt of an undertaking by such Indemnitee satisfactory to the Managers to repay such payment if he shall be determined to be not entitled to indemnification therefor as provided herein; provided, however, that in such instance the Indemnitee is not commencing an action, suit, or proceeding against the Company, or defending an action, suit or proceeding commenced against the Indemnitee by the Company, or opposing a claim by the Company arising in connection with any such potential or threatened action, suit or proceeding.

SECTION 10.03 **Insurance.** At its election, the Managers may cause the Company to purchase and maintain insurance, at the expense of the Company and to the extent available, for the protection of the Managers, the Officers, the Affiliates of the Managers and the Officers, any liquidator, and the directors, officers, employees, consultants or other agents of any such Person, against any liability incurred by any such Person in any such capacity or arising out of his status as such, whether or not the Company has the power to indemnify such Person against such liability. The Managers may also cause the Company to purchase and maintain insurance for the protection of any officer, director, employee, consultant or other agent of any other organization in which the Company owns an interest or of which the Company is a creditor against similar liabilities, whether or not the Company has the power to indemnify any such Person against such liabilities.

ARTICLE XI

ACCOUNTING; RECORDS AND REPORTS

SECTION 11.01 **Fiscal Year.** The fiscal year of the Company shall be the calendar year, or such other year as required by the Code.

SECTION 11.02 **Keeping of Accounts and Records**. At all times the Managers shall cause to be kept proper and complete books of account, in which shall be entered fully and

accurately the transactions of the Company. Such books of account, together with (i) an executed copy of this Agreement (and any amendments hereto); (ii) the Certificate of the Company (and any amendments thereto); (iii) executed copies of any powers of attorney pursuant to which any of the aforesaid documents has been executed; and (iv) financial statements of the Company for each of the prior three years, shall at all times be maintained at the location specified in Section 1.02 hereof.

SECTION 11.03 **Inspection Rights.** Until the liquidation of the Company has been completed, the Member may examine the Company's books, records, accounts and assets, including bank balances, and may make, or cause to be made, any audit thereof at the Company's expense.

SECTION 11.04 **Reports.** The Managers shall prepare and transmit to the Member at the Company's expense such financial and other reports as shall be determined from time to time by the Member.

ARTICLE XII

WAIVER AND AMENDMENT

SECTION 12.01 **Waiver and Amendment.** Except for any waiver or amendment of the provisions of Sections 2.5 and 10.01 through 10.03 hereof which would adversely affect any Manager (or any Affiliate of a Manager), the terms and provisions of this Agreement may be waived, modified, terminated or amended at any time by the sole Member. The sole Member shall not waive or amend any provision of Sections 2.05 or 10.01 through 10.03 hereof in such a manner as would adversely affect any Manager (or any Affiliate of a Manager) without the written consent of such Manager.

ARTICLE XIII

GENERAL PROVISIONS

SECTION 13.01 **Notices.** Except where otherwise specifically provided in this Agreement, all notices, requests, consents, approvals and statements shall be in writing and shall be deemed to have been properly given by (i) personal delivery, (ii) first class mail, postage prepaid, (iii) electronic facsimile transmission, or (iv) courier service, addressed in each case: if to the Company, at the address where the Company's books and records are maintained as specified in Section 1.02 hereof; if to a Manager, at such Manager's address set forth in Schedule A; and if to the Member, to the Member's address set forth in Schedule A, or, in each case, to such other address or addresses (and/or by e-mail or other manner of delivery) as the addressee may have specified by written notice as aforesaid.

SECTION 13.02 **Binding on Successors**. This Agreement shall be binding upon and inure to the benefit of the respective heirs, successors, assigns and legal representatives of the parties hereto.

SECTION 13.03 **Counterparts.** This Agreement or any amendment hereto may be signed in any number of counterparts, each of which shall be an original, but all of which taken together shall constitute one agreement (or amendment, as the case may be).

SECTION 13.04 **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware.

SECTION 13.05 **Construction.** Whenever the content of this Agreement permits, the masculine gender shall include the feminine and neuter genders, and reference to singular or plural shall be interchangeable with the other. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the other provisions, and this Agreement shall be construed and reformed in all respects as if any such invalid or unenforceable provision(s) were omitted in order to give effect to the intent and purposes of this Agreement. References in this Agreement to particular sections of the Code or the Delaware Act shall be deemed to refer to such sections or provisions of the Code or the Delaware Act (or any successor legislation) as they may be amended after the date of this Agreement.

ARTICLE XIV

CERTAIN DEFINITIONS

SECTION 14.01 **Certain Definitions**. For purposes of this Agreement, the following terms have the respective meanings set forth below:

“Affiliate “ means, with respect to the Person to which it refers, a Person that either (i) directly or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with, such Person or (ii) is the successor or assign to such Person.

“Agreement” means this Limited Liability Company Agreement, as it may be subsequently amended or restated in accordance with its terms.

“Capital Contribution “ means the aggregate amount of cash or other property contributed by the Member to the Company pursuant to this Agreement.

“Certificate “ means the certificate of formation of the Company and any amendments or restatements thereof as filed with the Delaware Secretary of State under the Delaware Act.

“Code “ means the United States Internal Revenue Code of 1986 and the rules and regulations promulgated thereunder, as amended from time to time, or any successor statute thereto.

“Delaware Act” means the Delaware Limited Liability Company Act, as amended from time to time.

“Distributable Cash “ means all cash of the Company that the Managers determine is available for distribution to the Member after the payment or provision for payment by the Company of all expenses incurred by the Company and in collecting any amounts then owed to the Company and so attributable.

“Indemnitee “ shall have the meaning set forth in Section 10.01.

“Majority of the Managers” means (i) at least four of the Managers if there are then six Managers, (ii) at least three of the Managers if there are then five or four Managers, (iii) at least two of the Managers if there are then three Managers, and (ii) both of the Managers if there are then only two Managers.

“Manager” means each of the Persons then serving as a Manager of the Company in accordance to Section 2.01 hereof, in his capacity as a Manager of the LLC.

“Member” means Clean Harbors, Inc., a Massachusetts corporation.

“Net Profit” or “Net Loss “ means, with respect to any fiscal year, the sum of the Company’s: (a) net profit or loss as determined in accordance with the Code and the Regulations thereunder, and (b) any income exempt from federal income tax, after deduction of all expenses properly chargeable to the Company for such fiscal year (whether deductible or non-deductible and whether described in Section 705(a)(2)(B) of the Code, treated as so described pursuant to Treasury Regulations Section 1.704-1(b)(2)(iv)(i), or otherwise). For this purpose, Net Profit or Net Loss shall be determined in accordance with tax accounting principles rather than generally accepted accounting principles, and any expenses required to be capitalized and included in the Company’s adjusted tax basis in any asset or which reduce the amount realized by the Company on the disposition of any asset shall be disregarded.

“Officers” means the President, the Senior Vice President, the Treasurer, the Secretary, and any such other officers of the Company as shall be elected by a Majority of the Managers or the sole Member in accordance with Section 2.02(a) hereof.

“Person “ means any individual, general partnership, limited partnership, limited liability company, corporation, joint venture, trust, business trust, cooperative or association and the heirs, executors, administrators, legal representative, successors and assigns of such Person where the context so admits.

“Treasury Regulations” mean the Regulations promulgated by the United States Department of the Treasury under the Code, as amended.

IN WITNESS WHEREOF, the undersigned have executed this Limited Liability Company Agreement as of the effective date first above written.

MANAGERS:

/s/ Eric W. Gerstenberg
Eric W. Gerstenberg

/s/ Gene A. Cookson
Gene A. Cookson

/s/ Stephen H. Moynihan
Stephen H. Moynihan

/s/ Roger A. Koenecke
Roger A. Koenecke

/s/ Carl Paschetag
Carl Paschetag

/s/ William J. Geary
William J. Geary

MEMBER:

CLEAN HARBORS, INC.

By: /s/ Stephen H. Moynihan
Stephen H. Moynihan
Senior Vice President

CLEAN HARBORS KANSAS, LLC

SCHEDULE A

Name and Address

Managers:

Eric W. Gerstenberg
c/o Clean Harbors, Inc.
1501 Washington Street
Braintree, MA 02184

Gene A. Cookson
c/o Clean Harbors, Inc.
1501 Washington Street
Braintree, MA 02184

Stephen H. Moynihan
c/o Clean Harbors, Inc.
1501 Washington Street
Braintree, MA 02184

Roger A. Koenecke
c/o Clean Harbors, Inc.
1501 Washington Street
Braintree, MA 02184

Carl Paschetag
c/o Clean Harbors, Inc.
1501 Washington Street
Braintree, MA 02184

William J. Geary
c/o Clean Harbors, Inc.
1501 Washington Street
Braintree, MA 02184

Sole Member:

Clean Harbors, Inc.
1501 Washington Street
Braintree, MA 02184

Exhibit 3.34

The Commonwealth of Massachusetts
OFFICE OF THE MASSACHUSETTS SECRETARY OF STATE
MICHAEL J. CONNOLLY, SECRETARY
ONE ASHBURTON PLACE, BOSTON, MASSACHUSETTS 02108

ARTICLES OF ORGANIZATION
(Under G.L. Ch. 156B)

ARTICLE I

The name of the corporation is:

CLEAN HARBORS KINGSTON FACILITY CORPORATION

ARTICLE II

The purpose of the corporation is to engage in the following business activities:

To engage in the business of hazardous and non-hazardous waste treatment, storage and disposal; to operate a petroleum recycling and reclamation facility and in general to carry on any business which may lawfully be done by a corporation organized under Chapter 156B of the Massachusetts General Laws.

ARTICLE III

The type and classes of stock and the total number of shares and par value, if any, of each type and class of stock which the corporation is authorized to issue is as follows:

WITHOUT PAR VALUE STOCKS		WITH PAR VALUE STOCKS		
TYPE	NUMBER OF SHARES	TYPE	NUMBER OF SHARES	PAR VALUE
Common:		Common:	200,000	$ .01
Preferred:		Preferred:		

ARTICLE IV

If more than one class of stock is authorized, state a distinguishing designation for each class. Prior to the issuance of any shares of a class, if shares of another class are outstanding, the corporation must provide a description of the preferences, voting powers, qualifications, and special or relative rights or privileges of that class and of each other class of which shares are outstanding and of each series then established with any class.

NONE

ARTICLE V

The restrictions, if any, imposed by the Articles of Organization upon the transfer of shares of stock of any class are as follows:

NONE

ARTICLE VI

Other lawful provisions, if any, for the conduct and regulation of business and affairs of the corporation, for its voluntary dissolution, or for limiting, defining, or regulating the powers of the corporation, or of its directors or stockholders, or of any class of stockholders: (If there are no provisions state “None”.)

See Continuation Sheets 6A, 6B and 6C Attached Hereto

Continuation Sheet 6A

Special Provisions

ONE: All corporate powers of the Corporation shall be exercised by the Board of Directors except as otherwise provided by law. In furtherance and not in limitation of the powers conferred by statute, the Board of Directors is expressly authorized to make, amend or repeal the By-Laws of the Corporation in whole or in part, except with respect to any provision thereof which by law or the By-Laws requires action by the stockholders, and subject to the power of the stockholders to amend or repeal any By-Law adopted by the Board of Directors.

TWO: Meetings of the stockholders of the Corporation may be held anywhere within the United States.

THREE: The Corporation may be a partner in any business enterprise which it would have power to conduct by itself.

FOUR: In the absence of fraud, no contract or other transaction of the Corporation shall be affected or invalidated by the fact that any of the directors of the Corporation are in any way interested in or connected with any other party to such contract or transaction or are themselves parties to such contract or transaction, provided that the interest in any such contract or transaction of any such director shall at the time be fully disclosed or otherwise known to the Board of Directors. Any director of the Corporation may be counted in determining the existence of a quorum at any meeting of the Board of Directors which shall authorize such contract or transaction and may vote and act upon any matter, contract or transaction between the Corporation and any other person without regard to the fact that he is also a stockholder, director or officer of, or has any interest in, such other person with the same force and effect as if he were not such stockholder, director or officer or not so interested. Any contract or other transaction of the Corporation or of the Board of Directors or of any committee thereof which shall be ratified by a majority of the holders of the issued and outstanding stock entitled to vote at any annual meeting or any special meeting called for that purpose shall be as valid and as binding as though ratified by every stockholder of the Corporation; provided, however, that any failure of the stockholders to approve or ratify such contract or other transaction, when and if submitted, shall not be deemed in any way to render the same invalid or' deprive the directors and officers of their right to proceed with such contract or other transaction.

Continuation Sheet 6B

FIVE: The Corporation shall, to the extent legally permissible, indemnify each person (and his heirs, executors, administrators, or other legal representatives) who is, or shall have been, a director or officer of the Corporation or any person who is serving, -or shall have served, at the request of the Corporation as a director or officer of another corporation, against all liabilities and expenses (including judgments, fines, penal-ties and attorneys' fees and all amounts paid in compromise or settlement) reasonably incurred by any such director, officer or person in connection with, or arising out of, any action, suit or proceeding in which any such director, officer or person may be a party defendant or with which he may be threatened or otherwise involved, directly or indirectly, by reason of his being or having been a director or officer of the Corporation or such other corporation, except in relation to matters as to which any such director, officer or person shall be finally adjudged, other than by consent, in such action, suit or proceeding not to have acted in good faith in the reasonable belief that his action was in the best interests of the corporation; provided, however, that indemnity shall not be made with respect to such amounts paid in compromise or settlement, unless:

(a) such compromise or settlement shall have been approved as in the best interests of the corporation, after notice that it involves such indemnification by:

(i) The Board of Directors by a majority of a quorum consisting of directors who were not parties to such action, suit or proceeding, or by

(ii) The stockholders of the Corporation by a majority vote of a quorum consisting of stockholders who were not parties to such action, suit or proceeding, or

(b) in the absence of action by disinterested directors or stockholders as above provided, there has been obtained at the request of a majority of the Board of Directors then in office a written opinion of independent legal counsel to the effect that the director or officer to be indemnified appears to have acted in good faith in the reasonable belief that his action was in the best interests of the Corporation.

Continuation Sheet 6C

Upon request therefor by any director, officer of person enumerated in the preceding paragraph of this Article, the Corporation may from time to time, if authorized by the Board of Directors, prior to final adjudication or compromise or settlement of the matter or matters as to which indemnification is claimed, advance to such director, officer or person all expenses incurred by him to date of such request. Any advance made pursuant to this provision shall be made on the condition that the director, officer or person receiving such advance shall repay to the Corporation any amounts so advanced if, upon the termination of the matter or matters as to which such advances were made, such director, officer or person shall not be entitled to indemnification under the preceding paragraph of this Article.

The foregoing right to indemnification shall not be exclusive of any other rights to which any such director, officer or person is entitled under any agreement, vote of stockholders, statute, or as a matter of law, or otherwise.

The provisions of this Article are separable, and if any provision or portion hereof shall for any reason be held inapplicable, illegal or ineffective, this shall not prevent any other provision or portion hereof from applying, and shall not affect any right of indemnification existing otherwise than under this Article.

SIX: No director shall be personally liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director notwithstanding any provision of law imposing such liability; provided, however, that such limitation on liability will not eliminate or limit the liability of a director (i) for any breach of the director's duty of loyalty to the Corporation or its stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) under sections 61 or 62 of Chapter 156B of the Massachusetts General Laws, or (iv) for any transaction from which the director derived an improper personal benefit. If the Massachusetts Business Corporation Law is amended after the effective date of these Articles of organization, to authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of a director of the Corporation shall be eliminated or limited to the fullest extent permitted by the Massachusetts Business Corporation Law, as so amended.

SEVEN: All shares of common stock issued by the Corporation shall, to the extent permitted by the Internal Revenue Code, be deemed issued pursuant to a Plan to Issue Section 1244 Stock.

October 20, 1989

Secretary of State
Corporations Department
One Ashburton Place
Boston, Massachusetts

CONSENT TO USE OF NAME

The undersigned, all corporations organized under the laws of the Commonwealth of Massachusetts, hereby consent to the use of the name Clean Harbors Kingston Facility Corporation by a new corporation organized this day by the Articles attached hereto.

CLEAN HARBORS OF NATICK, INC.

By: /s/ C. Michael Malm
C. Michael Malm
Clerk

CLEAN HARBORS OF BRAINTREE, INC.

By: /s/ C. Michael Malm
C. Michael Malm
Clerk

CLEAN HARBORS ENVIRONMENTAL ENGINEERING CORP.

By: /s/ C. Michael Malm
C. Michael Malm
Clerk

CLEAN HARBORS OF MAINE, INC.

By: /s/ C. Michael Malm
C. Michael Malm
Clerk

CLEAN HARBORS OF KINGSTON, INC.

By: /s/ C. Michael Malm
C. Michael Malm
Clerk

CLEAN HARBORS MANAGEMENT COMPANY, INC.

By: /s/ C. Michael Malm
C. Michael Malm
Clerk

CLEAN HARBORS, INC.

By: /s/ C. Michael Malm
C. Michael Malm
Clerk

CLEAN HARBORS ANALYTICAL SERVICES, INC.

By: /s/ C. Michael Malm
C. Michael Malm
Clerk

CLEAN HARBORS ENVIRONMENTAL ENGINEERING CORP.

By: /s/ C. Michael Malm
C. Michael Malm
Clerk

ARTICLE VII

The effective date of organization of the corporation shall be the date approved and filed by the Secretary of the Commonwealth. If a later effective date is desired, specify such date which shall not be more than thirty days after the date of filing.

The information contained in ARTICLE VIII is NOT a PERMANENT part of the Articles of Organization and may be changed ONLY by filing the appropriate form provided therefor.

ARTICLE VIII

a. The post office address of the corporation IN MASSACHUSETTS is:
1200 Crown Colony Drive, P.O. Box 9137, Quincy, MA 02269-9137

b. The name, residence and post office address (if different) of the directors and officers of the corporation are as follows:

	NAME	RESIDENCE	POST OFFICE ADDRESS
President:	Alan S. McKim	61 West Street Kingston, MA 02364	1200 Crown Colony Drive P.O. Box 9137 Quincy, MA 02269-9137
Treasurer:	Stephen Moynihan	307 High Street Pembroke, MA 02369	1200 Crown Colony Drive P.O. Box 9137 Quincy, MA 02269-9137
Clerk:	C. Michael Malm	84 Highland Street W. Newton, MA 0165	Davis, Malm & D'Agostine One Boston Place Boston, MA 02108
Directors:	Alan S. McKim	61 West Street Kingston, MA 02364	1200 Crown Colony Drive P.O. Box 9137 Quincy, MA 02269-9137

c. The fiscal year of the corporation shall end on the last day of the month of:
February 28th

d. The name and BUSINESS address of the RESIDENT AGENT of the corporation, if any, is:

ARTICLE IX

By-laws of the corporation have been duly adopted and the president, treasurer, clerk and directors whose names are set forth above, have been duly elected.

IN WITNESS WHEREOF and under the pains and penalties of perjury, I/ WE, whose signature(s) appear below as incorporator(s) and whose names and business or residential address(es) ARE CLEARLY TYPED OR PRINTED beneath each signature do hereby associate with the intention of forming this corporation under the provisions of General Laws Chapter 156B and do hereby sign these Articles of Organization as incorporator(s) this 20th day of October 1989.

/s/ Carol R. Cohen

Carol R. Cohen, Esquire, Davis, Malm & D'Agostine, One Boston Place, Boston, MA 02108

THE COMMONWEALTH OF MASSACHUSETTS

ARTICLES OF ORGANIZATION

General Laws, Chapter 156B, Section 12

I hereby certify that, upon an examination of these articles of organization, duly submitted to me, it appears that the provisions of the General Laws relative to the organization of corporations have been complied with, and I hereby approve said articles; and the filing fee in the amount of $200 having been paid, said articles are deemed to have been filed with me this 23rd day of October, 1989.

Effective Date: ______________________

MICHAEL J. CONNOLLY
Secretary of State

PHOTOCOPY OF ARTICLES OF ORGANIZATION TO BE SENT

Carol R. Cohen, Esquire
Davis, Malm & D'Agostine
One Boston Place
Boston, MA 02108

Telephone: (617)367-2500

CLEAN HARBORS KINGSTON FACILITY CORPORATION

BY-LAWS

ARTICLE I

Stockholders

1.1 Annual Meeting. The annual meeting of stockholders shall be held on the third Tuesday in March in each year (or if that be a legal holiday in the place where the meeting is to be held, on the next succeeding full business day) at 10:00 o'clock A.M. unless a different hour is fixed by the Directors or the President and stated in the notice of the meeting. The purposes for which the annual meeting is to be held, in addition to those prescribed by law, by the Articles of Organization or by these By-Laws, may be specified by the Directors or the President. If no annual meeting is held in accordance with the foregoing provisions, a special meeting may be held in lieu thereof, and any action taken at such meeting shall have the same effect as if taken at the annual meeting.

1.2 Special Meetings. Special meetings of stockholders may be called by the President or by the Directors and shall be called by the President upon written request of the holders of in excess of twenty-five percent (25%) of the shares of capital stock of the corporation entitled to vote at such meeting. The call for the meeting shall state the date, hour and place and the purposes of the meeting.

1.3 Place of Meetings. All meetings of stockholders shall be held at the principal office of the corporation unless a different place (as permitted by law) is designated by the person(s) calling the meeting and stated in the notice of the meeting.

1.4 Notice of Meetings. A written notice of every meeting of stockholders, stating the place, date and hour thereof, and the purposes for which the meeting is to be held, shall be given by the Clerk or by the person calling the meeting at least seven days before the meeting to each stockholder entitled to vote thereat and to each stockholder who by law, or by the Articles of Organization or by these By-Laws is entitled to such notice, by leaving such notice with him or at his residence or usual place of business, or by mailing first class postage prepaid and addressed to such stockholder at his address as it appears upon the stock record books of the corporation. No notice need be given to any stockholder if a written waiver of notice, executed before or after the meeting by the stockholder or his attorney thereunto authorized, is filed with the records of the meeting.

1.5 Quorum. The holders of a majority in interest of all stock issued, outstanding and entitled to vote at a meeting shall constitute a quorum but a lesser number may adjourn any meeting from time to time without further notice.

1.6 Voting and Proxies. Each stockholder shall have one vote for each share of stock entitled to vote held by him of record according to the records of the corporation, unless otherwise provided by the Articles of Organization. The Corporation, however, shall not vote any share of its own stock. Stockholders may vote either in person or by written proxy dated not more than six months before the meeting named therein. Proxies shall be filed with the Clerk of

the meeting, or of any adjournment thereof, before being voted. Except as otherwise limited therein, proxies shall entitle the persons named therein to vote at any adjournment of such meeting but shall not be valid after final adjournment of such meeting. A proxy with respect to stock held in the name of two or more persons shall be valid if executed by one of them unless at or prior to exercise of the proxy the corporation receives a specific written notice to the contrary from any one of them. A proxy purporting to be executed by or on behalf of a stockholder shall be deemed valid unless challenged at or prior to its exercise.

1.7 Action at Meeting. When a quorum is present, the holders of a majority of the stock present or represented and voting on a matter, other than an election to office, except where a larger vote is required by law, the Articles of Organization or these By-Laws, shall decide any matter to be voted on by the stockholders. Any election by stockholders shall be determined by a plurality of the votes cast by the stockholders entitled to vote at the election. No ballot shall be required for such election unless requested by a stockholder present or represented at the meeting and entitled to vote in the election.

1.8 Action without Meeting. Any action to be taken by stockholders may be taken without a meeting if all stockholders entitled to vote on the matter consent to the action by a writing filed with the records of the meetings of stockholders. Such consent shall be treated for all purposes as a vote at a meeting and shall be deemed to have been taken on the date specified in such consent.

ARTICLE II

Directors

2.1 Powers. The business of the corporation shall be managed by a Board of Directors who may exercise all the powers of the corporation except as otherwise provided by law, by the Articles of Organization or by these By-Laws. In particular, and without limiting the generality of the foregoing, the directors may at any time and from time to time issue all or any part of the unissued capital stock of the corporation from time to time authorized under the Articles of Organization and may determine, subject to any requirements of law, the consideration for which stock is to be issued and the manner of allocating such consideration between capital and surplus.

2.2 Election. A Board of Directors of such number (not less than three or the number of stockholders of the corporation, whichever is the lesser) as shall be fixed by the stockholders at the annual or any special meeting, shall be elected by the stockholders at the annual meeting.

2.3 Vacancies. Any vacancy in the Board of Directors, including a vacancy resulting from the enlargement of the Board, may be filled by the Directors or, in the absence of such election by Directors, by the stockholders at the annual or any special meeting called for that purpose; provided that any vacancy resulting from action by the stockholders may be filled by the stockholders at the same meeting at which such action was taken by them. In the event of a vacancy in the Board of Directors, the remaining Directors, except as otherwise provided by law, may exercise the powers of the full Board until the vacancy is filled.

2.4 Enlargement of the Board. The number of the Board of Directors may be increased or decreased in accordance with these By-Laws at the annual meeting or at any special meeting of the stockholders, and may be increased by vote of a majority of the Directors then in office.

2.5 Tenure. Except as otherwise provided by law, by the Articles of Organization or by these By-Laws, Directors shall hold office until the next annual meeting of stockholders and thereafter until their successors are chosen and qualified. Any Director may resign by delivering his written resignation to the corporation at its principal office or to the President or Clerk. Such resignation shall be effective upon receipt unless it is specified to be effective at some other time or upon the happening of some other event.

2.6 Removal. A Director may be removed from office (a) with or without cause by vote of a majority of the stockholders entitled to vote in the election of Directors, or (b) for cause by vote of a majority of the Directors then in office. A Director may be removed for cause only after reasonable notice and opportunity to be heard before the body proposing to remove him.

2.7 Meetings. Regular meetings of the Directors may be held without call or notice at such places and at such times as the Directors may from time to time determine, provided that any Director who is absent when such determination is made shall be given notice of the determination. A regular meeting of the Directors may be held without a call or notice at the same place as the annual meeting of stockholders, or the special meeting held in lieu thereof, following such meeting of stockholders. Special meetings of the Directors may be held at any time and place designated in a call by the President, Treasurer or two or more Directors.

2.8 Notice of Meeting. Notice of all special meetings of the Directors shall be given to each Director by the Clerk, or Assistant Clerk, or in case of the death, absence, incapacity or refusal of such persons, by the officer or one of the Directors calling the meeting. Notice shall be given to each Director in person or by telephone or by telegram sent to his business or home address at least forty-eight hours in advance of the meeting. Notice need not be given to any Director if a written waiver of notice, executed by him before or after the meeting, is filed with the records of the meeting, or to any Director who attends the meeting without protesting prior thereto or at its commencement the lack of notice to him. A notice or waiver of notice of a Directors' meeting need not specify the purposes of the meeting.

2.9 Quorum. At any meeting of the Directors, a majority of the Directors then in office shall constitute a quorum. Less than a quorum may adjourn any meeting from time to time without further notice.

2.10 Action at Meeting. At any meeting of the Directors at which a quorum is present, the vote of a majority of those present, unless a different vote is specified by law, by the Articles of Organization, or by these By-Laws, shall be sufficient to decide any matter presented to the meeting.

2.11 Action by Consent. Any action by the Directors may be taken without a meeting if a written consent thereto is signed by all the Directors and filed with the records of the Directors' meetings. Such written consent shall be treated as a vote of the Directors for all purposes and shall be deemed to have been taken on the date specified in such written consent.

2.12 Committees. The Directors may, by vote of a majority of the Directors then in office, elect from their number an executive committee or other committees and may by like vote delegate thereto some or all of their powers except those which by law, the Articles of Organization or these By-Laws they are prohibited from delegating. Except as the Directors may otherwise determine, any such committee may make rules for the conduct of its business, but unless otherwise provided by the Directors or in such rules, its business shall be conducted as nearly as may be in the same manner as is provided by these By-Laws for the Directors. All members of such committees shall hold such offices at the pleasure of the Board of Directors. The Board of Directors may abolish any such committee at any time. Any committee to which the Board of Directors delegates any of its powers or duties shall keep records of its meetings and shall upon request report its action to the Board of Directors. The Board of Directors shall have power to rescind any action of any committee, but no such rescission shall have retroactive effect.

ARTICLE III

Officers

3.1 Enumeration. The officers of the corporation shall consist of a President, a Treasurer, a Clerk, and such other officers, including one or more Vice Presidents, Assistant Treasurers and Assistant Clerks, as the Directors may determine.

3.2 Election. The President, Treasurer and Clerk shall be elected annually by the Directors at their first meeting following the annual meeting of stockholders. Other officers may be chosen by the Directors at such meeting or at any other meeting.

3.3 Qualification. No officer need be a Director or stock-holder. Any two or more offices may be held by the same person. The Clerk shall be a resident of Massachusetts unless the corporation has a resident agent appointed for the purpose of service of process. Any officer may be required by the Directors to give bond for the faithful performance of his duties to the corporation in such amount and with such sureties as the Directors may determine.

3.4 Tenure. Except as otherwise provided by law, by the Articles of Organization or by these By-Laws, the President, Treasurer and Clerk shall each hold office until the first meeting of the Directors following the annual meeting of stockholders and thereafter until his successor is chosen and qualified; and all other officers shall hold office until the first meeting of the Directors following the annual meeting of stockholders, unless a shorter term is specified in the vote choosing or appointing them. Any officer may resign by delivering his written resignation to the corporation at its principal office or to the President or the Clerk, and such resignation shall be effective upon receipt unless it is specified to be effective at some other time or upon the happening of some other event.

3.5 Removal. The Directors may remove any officer with or without cause by a vote of a majority of the entire number of Directors then in office.

3.6 President and Vice Presidents. The President shall be the chief executive officer of the corporation and shall, subject to the direction of the Directors, have general supervision and control of its business. Unless otherwise provided by the Directors he shall preside, when

present, at all meetings of stockholders and of the Directors. Any Vice President shall have such powers as the Directors may from time to time designate.

3.7 Treasurer and Assistant Treasurers. The Treasurer shall, subject to the direction of the Directors, have general charge of the financial affairs of the corporation and shall cause to be kept accurate books of account. He shall have custody of all funds, securities, and valuable documents of the corporation, except as the Directors may otherwise provide. Any Assistant Treasurer shall have such powers as the Directors may from time to time designate.

3.8 Clerk and Assistant Clerks. The Clerk shall keep a record of the meetings of stockholders. Unless a stock transfer agent is appointed, the Clerk shall keep or cause to be kept in Massachusetts, at the principal office of the corporation or at his office, the stock and transfer records of the corporation, in which are contained the names of all stockholders and the record address, and the amount and class of stock held by each. The Clerk shall keep a record of the meetings of the Directors. Any Assistant Clerk shall have such powers as the Directors may from time to time designate. In the absence of the Clerk from any meeting of stockholders, an Assistant Clerk, if one be elected, otherwise a Temporary Clerk designated by the person presiding at the meeting, shall perform the duties of the Clerk.

3.9 Other Powers and Duties. Each officer shall, subject to these By-Laws, have in addition to the duties and powers specifically set forth in these By-Laws, such duties and powers as are customarily incident to his office, and such duties and powers as the Directors may from time to time designate.

ARTICLE IV

Capital Stock

4.1 Certificates of Stock. Each stockholder shall be entitled to a certificate stating the number and the class and the designation of the series, if any, of the shares of the corporation held by him in such form as may be prescribed from time to time by the Directors. The certificate shall be signed by the President or a Vice President, and by the Treasurer or an Assistant Treasurer, but when a certificate is countersigned by a transfer agent or a registrar, other than a Director, officer or employee of the corporation, such signatures may be facsimiles. In case any officer who has signed or whose facsimile signature has been placed on such certificate shall have ceased to be an officer before such certificate is issued, it may be issued by the corporation with the same effect as if he were such officer at the time of its issue.

4.2 Transfers. Shares of stock may be transferred on the books of the corporation subject to any restrictions on transfer contained in the Articles of Organization, these By-Laws or any agreement to which the corporation is a party by the surrender to the corporation or its transfer agent of the certificate therefor properly endorsed or accompanied by a written assignment and power of attorney properly executed and with such proof of the authenticity of signature as the corporation or its transfer agent may reasonably require. Except as may be otherwise required by law, by the Articles of Organization or by these By-Laws, the corporation shall be entitled to treat the record holder of stock as shown on its books as the owner of such stock for all purposes, including the payment of dividends and the right to vote with respect thereto, regardless of any

transfer, pledge or other disposition of stock, until the shares have been transferred on the books of the corporation in accordance with the requirements of these By-Laws. It shall be the duty of each stockholder to notify the corporation of his current post office address.

4.3 Record Date. The Directors may fix in advance a time of not more than sixty days preceding the date of any meeting of stockholders, or the date for the payment of any dividend or the making of any distribution to stockholders, or the last day on which the consent or dissent of stockholders may be effectively expressed for any purpose, as the record date for determining the stockholders having the right to notice of and to vote at such meeting, and any adjournment thereof, or the right to receive such dividend or distribution or the right to give such consent or dissent. In such case only stockholders of record on such record date shall have such right, notwithstanding any transfer of stock on the books of the corporation after the record date. Without fixing such record date the Directors may for any of such purposes close the transfer books for all or any part of such period.

4.4 Replacement of Certificates. In case of the alleged loss or destruction or the mutilation of a certificate of stock, a duplicate certificate may be issued in place thereof, upon such terms as the Directors may prescribe.

ARTICLE V

Miscellaneous Provisions

5.1 Fiscal Year. Except as from time to time otherwise determined by the Directors, the fiscal year of the corporation shall be the twelve months ending on February 28 of each year.

5.2 Seal. The corporation shall have a seal in such form as the Directors may adopt and from time to time alter at their pleasure.

5.3 Execution of Instruments. All deeds, leases, transfers, contracts, bonds, notes and other obligations authorized to be executed by an officer of the corporation in its name and on its behalf shall be signed by the President or the Treasurer except as the Directors may generally or in particular cases otherwise direct.

5.4 Voting of Securities. Except as the Directors may otherwise direct, the President or Treasurer may waive notice of, and appoint any person or persons to act as proxy or attorney in fact for this corporation (with or without power of substitution) at any meeting of stockholders or shareholders of any other corporation or organization, the securities of which may be held by this corporation.

5.5 Corporate Records. The original, or attested copies of, the Articles of Organization, By-Laws and records of all meetings of the incorporators and stockholders, and the stock and transfer records, which shall contain the names of all stock-holders and the record address and the amount of stock held by each, shall be kept in Massachusetts at the principal office of the corporation, or at an office of its transfer agent or of the Clerk or of its resident agent. It is not necessary that all of said copies and records be kept in the same office.

5.6 Articles of Organization. All references in these By-Laws to the Articles of Organization shall be deemed to refer to the Articles of Organization of the corporation, as amended and in effect from time to time.

5.7 Amendments. The Directors may, at any meeting duly called for such purpose, make, amend or repeal these By-Laws in whole or in part, except with respect to any provision thereof which by law, the Articles of Organization or these By-Laws requires action by the stockholders. The stockholders may, at any meeting duly called for such purpose, amend these By-Laws in whole or in part. Not later than the time of giving notice of the meeting of stockholders next following the making, amending or repealing by the Directors of any By-Law, notice thereof stating the substance of such change shall be given to all stockholders entitled to vote on amending the By-Laws. No change in the date fixed in these By-Laws for the annual meeting of stockholders may be made within sixty days before the date fixed in these By-Laws, and in case of any change in such date, notice thereof shall be given to each stockholder in person or by letter mailed to his last known post office address at least twenty days before the new date fixed for such meeting. Any By-Law adopted, amended or repealed by the Directors may be repealed, amended or reinstated by the stockholders entitled to vote on amending the By-Laws.

Exhibit 3.35

Clean Harbors LaPorte, LLC

CERTIFICATE OF FORMATION

Pursuant to the provisions of Section 18-201 of the Limited Liability Company Act of the State of Delaware (the "Act"), the undersigned, being duly authorized, hereby certifies and states as follows:

1. Name of the Limited Liability Company. The name of the limited liability company formed hereby is Clean Harbors LaPorte, LLC (the "Company").

2. Registered Agent and Office of the Company. The name of the registered agent of the Company in the State of Delaware is The Corporation Trust Company and the registered office address of the registered agent for the purposes of Section 18-104 of the Act is 1209 Orange Street, Wilmington, County of New Castle, Delaware 19801.

IN WITNESS WHEREOF, the undersigned hereby affirms that the facts stated herein are true, this 23rd day of December, 2009.

/s/ C. Michael Malm
C. Michael Malm, *an Authorized Person*

CLEAN HARBORS LAPORTE, LLC

LIMITED LIABILITY COMPANY AGREEMENT

LIMITED LIABILITY COMPANY AGREEMENT made this December 29, 2009 and effective as of the Effective Date, by and among **Eric W. Gerstenberg, James M. Rutledge** and **William J. Geary**, as Managers; and **Clean Harbors Lone Star Corp.**, a Delaware corporation, as the sole Initial Member. Certain capitalized terms used herein have the respective meanings set forth in Section 14.01 hereof.

ARTICLE I
ORGANIZATION

SECTION 1.01 Formation of the Company. Clean Harbors LaPorte, LLC (the "Company") is formed as a limited liability company under the Delaware Limited Liability Company Act *(6 Del. C § 18-101, et seq.)*, as amended from time to time (the "Delaware Act"), through the filing of the Certificate with the Delaware Secretary of State on the Effective Date of this Agreement. The parties hereto agree to conduct the business of the Company in accordance with the provisions of the Delaware Act and of this Agreement.

SECTION 1.02 Name, Registered Office, and Maintenance of Books and Records. The name of the Company is "Clean Harbors LaPorte, LLC." The initial address of the Company's registered office in Delaware is Corporation Trust Center, 1209 Orange Street, Wilmington, Newcastle County, Delaware 19801, and its initial agent at such address for service of process is The Corporation Trust Company. The Company's books and records shall be maintained at c/o Davis, Malm & D'Agostine, P.C., One Boston Place, 37th Floor, Boston, Massachusetts 02108. A Majority of the Managers may change the location at which the Company's books and records shall be maintained to such other location within the United States as such Managers may determine at any time, upon written notice to the Members stating such new location. A Majority of the Managers may also change the Company's registered agent from time to time in their sole discretion.

SECTION 1.03 Purposes. The purposes and objectives of the Company are (a) to buy, own, sell, lease, manage, operate, improve, develop and otherwise deal in real property, and (b) to engage in any other lawful activities allowed to be conducted by a limited liability company under the Delaware Act.

SECTION 1.04 Powers. Subject to the terms of this Agreement, and consistent with the purposes stated in Section 1.03 hereof, the Company shall have the following powers: (i) to enter into all agreements and engage in all activities and transactions necessary or advisable to carry out the Company's purposes; and (ii) to have all other powers available to it as a limited liability company organized under the laws of the State of Delaware. Without limitation of the foregoing, the Company shall have the powers: to acquire and dispose of assets and other property; to act as a general partner, limited partner, manager and/or member of any other Person; negotiate, enter into, and modify agreements including, without limitation, partnership agreements, limited liability company agreements, and leases or subleases of any real estate or personal property; to incur obligations for and in connection with its business; to borrow money

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and provide guarantees for the obligations of other Persons and, if required by any lender, as security therefor to mortgage, pledge and grant security interests in all or any part of the assets and other property owned by the Company; to repay, in whole or in part, refinance, consolidate, recast, increase, modify or extend any loans which may affect any of the assets and other property owned by the Company; and to execute any and all other documents and instruments and exercise all powers necessary or appropriate to carry out the business of the Company.

ARTICLE II

CONDUCT AND MANAGEMENT OF THE COMPANY

SECTION 2.01 Managers. Except as otherwise provided in this Agreement, the business of the Company shall be conducted by and under the control of the Managers. The names and current addresses of the initial Managers are as described in Schedule A hereto. One or more substitute or additional Managers may be elected at any time in the future by the Members. Each of the original Managers and any such substitute or additional Managers shall serve as a Manager until either (i) his voluntary resignation as a Manager, or (ii) his removal as a Manager with or without cause at any time by a Majority of the Managers or by the Members. The Managers shall not be required to make any Capital Contributions to the Company.

SECTION 2.02 Officers.

(a) In order to facilitate the day-to-day operation of the Company's business, the Company shall have the following Officers: a President, a Vice President, a Treasurer and a Secretary, and any such additional Officers as a Majority of the Managers may from time to time deem appropriate. The President shall be a Manager, but none of the other Officers need be a Manager. Unless otherwise determined from time to time by a Majority of the Managers or by the Members, the President shall be the chief executive officer of the Company, the Treasurer shall be responsible for maintaining the funds and financial books and records of the Company, and the Secretary shall be responsible for maintaining the records of actions (whether by written consent or meeting) of the Managers and of the Members and the other non-financial records of the Company.

(b) Each of the Officers of the Company may be removed (and his successors elected) at any time by a Majority of the Managers or by the Members.

(c) Except as may otherwise be determined from time to time by a Majority of the Managers or by the Members, the Managers hereby delegate to the President then in office full authority to act on behalf of the Company. Except as may otherwise be determined from time to time by a Majority of the Managers or the Members, the President shall have, without further approval or consent of any of the other Managers or the Members, full authority: to acquire and dispose of assets and other property on behalf of the Company; to negotiate, enter into, execute or modify agreements on behalf of the Company including, without limitation, partnership agreements, limited liability company agreements, and leases or subleases of any real estate or personal property; to incur obligations for and on behalf of the Company for and in connection with its business; to borrow money and provide guarantees for the obligations of other Persons and, if required by any lender, as security therefor to mortgage, pledge and grant security

interests in all or any part of the assets and other property owned by the Company; to repay, in whole or in part, refinance, consolidate, recast, increase, modify or extend any loans which may affect any of the assets and other property owned by the Company; and to execute any and all other documents and instruments and exercise all powers necessary or appropriate to carry out the business of the Company.

SECTION 2.03 Authorization.

(a) Every contract, agreement, and other instrument executed on behalf of the Company by any Manager, or by the President, or (if such execution is authorized by a Majority of the Managers) by any other Officer of the Company, shall be conclusive evidence in favor of every Person relying thereon or claiming thereunder that at the time of the delivery thereof (i) the Company was in existence, (ii) this Agreement had not been terminated or canceled or amended in any manner so as to restrict such authority (except as shown in the Certificate or other instrument duly filed with the Secretary of State of the State of Delaware), and (iii) the execution and delivery of such instrument were duly authorized by the Managers and/or the Members to the extent required.

(b) Any person or entity dealing with the Company may always rely on a certificate signed by any Manager, the President, any Senior Vice President, the Secretary or an Assistant Secretary:

(i) as to who are the Managers, the Officers or the Member of the Company,

(ii) as to the existence or nonexistence of any fact or facts which (A) constitute conditions precedent to acts by the Company, or (B) are in any other manner germane to the affairs of the Company,

(iii) as to who is authorized to execute and deliver any instrument or document on behalf of the Company,

(iv) as to the authenticity of any copy of this Agreement and amendments thereto, or

(v) as to any act or failure to act by the Company, or as to any other matter whatsoever involving the Company or any Manager or Officer or Member of the Company.

SECTION 2.04 Actions by Managers. Approval of any action by the Company which under the terms of this Agreement requires approval by a Majority of the Managers may be granted either by a written consent signed by a Majority of the Managers or by an affirmative vote of a Majority of the Managers at a meeting held for such purpose either with or without prior notice. Any Manager may participate in any such meeting by telephone if all Managers participating in any such meeting shall be able to hear the other participating Managers. The participation of a Majority of the Managers shall constitute a quorum for all purposes. If any action is approved by a Majority of the Managers but any Manager shall not sign any written consent by which, or shall not participate in any meeting at which, such approval was granted,

the Secretary of the Company shall promptly provide to such Manager following the date of such written consent or meeting a copy of such written consent or minutes of such meeting.

SECTION 2.05 **Actions by Members.** Approval of any action by the Company which under the terms of this Agreement requires approval by the Members may be granted by the written consent of Members holding more than fifty percent (50%) of the capital interests in the Company.

SECTION 2.06 **Duty of Care.** The Members each acknowledge that decisions concerning the Company's activities will involve the exercise of judgment and a risk of loss. The Managers, the Officers and their Affiliates shall not be liable to the Company or to the Members for any loss suffered by the Company or by the Members which arises out of any action or omission of a Manager, an Officer or any Affiliate of a Manager or an Officer, provided that (i) such Manager, Officer or Affiliate determined, in good faith, that such course of conduct was in, or not opposed to, the best interest of the Company or was otherwise permitted by this Agreement, and (ii) such course of conduct did not constitute gross negligence or willful malfeasance, a material breach of this Agreement, or an intentional violation of federal or state law by such Manager, Officer or Affiliate. The Managers, the Officers, and their Affiliates shall not be liable for the negligence, whether of omission or commission, dishonesty or bad faith of any employee, broker or other agent of the Company selected by the Managers or the Officers with reasonable care. Furthermore, the Managers, the Officers, and their Affiliates shall be entitled to indemnification by the Company to the extent provided in Article X hereof.

ARTICLE III

MEMBERS

SECTION 3.01 **Name, Address, and Capital Contribution**. The name and current address of the Initial Member is as described in Schedule A hereto. On and after the date of this Agreement, the Initial Member shall make to the Company either in cash or in other tangible or intangible property such Capital Contributions as shall be determined by the Initial Member, and other substitute or additional Members may make such additional Capital Contributions as may be agreed. The Treasurer shall record each Member's Capital Contributions on the financial records of the Company.

SECTION 3.02 **Limited Liability.** In accordance with the Delaware Act, the liability of the Members to the Company and its creditors shall be limited to (i) any unpaid Capital Contribution which the Member has agreed to make to the Company; (ii) the amount of any distribution previously received from the Company which the Members may be required to return to the Company pursuant to Section 18-607(b) of the Delaware Act; and (iii) the unpaid balance of other payments (if any) that the Members expressly are required, pursuant to this Agreement, to make to the Company.

SECTION 3.03 **No Control of Company**. Except as otherwise provided in this Agreement, the Members, in their capacity as such, shall not take part in the management or control of the affairs of the Company, or undertake any transactions on behalf of the Company, or have any power to sign for or otherwise to bind the Company.

SECTION 3.04 **Dissolution, Liquidation or Bankruptcy.** The dissolution, liquidation or bankruptcy of any Member shall not result in the termination of the Company, but the rights of the Members under this Agreement shall accrue to the Members' successors, estate or legal representatives. Except as expressly provided in this Agreement, no other event affecting the Members (including but not limited to insolvency) shall affect this Agreement.

ARTICLE IV

EXPENSES AND COMPENSATION

SECTION 4.01 **Management Fee.** Unless otherwise agreed by a Majority of the Managers or the Members, the Company shall not be obligated to pay to any Manager (or to any Affiliate of any Manager) any fee or compensation for personal services rendered as Manager. Notwithstanding the foregoing sentence, any Manager may receive fees or compensation directly from any Member (or its Affiliates) in such Manager's capacity as an officer or employee of such Member or Affiliate.

SECTION 4.02 **Expenses.** The Company shall be responsible for the payment from its own funds of all of the Company's expenses.

ARTICLE V

DISTRIBUTIONS

SECTION 5.01 **Amount, Timing and Form.** The Managers shall determine in their discretion the amount, timing and form of all distributions of Distributable Cash to be made by the Company to the Members.

ARTICLE VI

ALLOCATIONS AND DISTRIBUTIONS

SECTION 6.01 **Allocations and Distributions of Profit or Loss.** The Company shall make distributions of profits or losses to the Members, and shall allocate such profits or losses for all tax purposes, solely in accordance with the provisions contained in this Article VI.

SECTION 6.02 **Tax Classification**. For such periods that the Company has more than one Member, it shall elect for U.S. federal income tax purposes to be treated as a partnership. For such periods that it has only one Member, the Company shall be treated for U.S. federal income tax purposes as a "disregarded entity" of which all of the beneficial interests are held by the sole Member.

SECTION 6.03 **Tax Allocations**. Except as provided in Section 6.04 (which shall be applied first), Net Profits and Net Losses of the Company for any relevant period shall be allocated as described in this Section 6.03.

(a) Net Profits of the Company for any relevant period shall be allocated as follows:

(i) First, to any Members having negative Adjusted Capital Account balances, in proportion to and to the extent of such negative balances; and

(ii) The balance, if any, to the Members in such proportions and in such amounts as would result in the Adjusted Capital Account balance of each Member equaling, as nearly as possible, such Member's share of the then Company Capital.

(b) Net Losses of the Company for any relevant period shall be allocated among the Members as follows:

(i) First, to each Member with a positive Adjusted Capital Account balance, in the amount of such positive balance; provided, however, that if the amount of Net Losses to be allocated is less than the sum of the Adjusted Capital Account balances of all Members having positive Adjusted Capital Account balances, then the Net Losses shall be allocated to the Members in such proportions and in such amounts as would result in the Adjusted Capital Account balance of each Member equaling, as nearly as possible, such Member's share of the then Company Capital; and

(ii) The balance, if any, to the Members in proportion to their respective holdings of Shares.

(c) If the amount of Net Profits or Net Losses allocable to the Members pursuant to this Section 6.03 is insufficient to allow the Adjusted Capital Account balance of each Member to equal such Member's share of the Company Capital, such Net Profits or Net Losses shall be allocated among the Members in such a manner as to decrease the differences between the Members' respective Adjusted Capital Account balances and their respective shares of the Company Capital in proportion to such differences.

(d) Allocations of Net Profits and Net Losses provided for above shall generally be made as of the end of the fiscal year of the Company.

SECTION 6.04 **Regulatory Allocations**. Notwithstanding the provisions of Section 6.03 above, the following allocations of Net Profits, Net Losses and items thereof shall be made in the following order of priority:

(a) Items of income or gain for any taxable period shall be allocated to the Members in the manner and to the minimum extent required by the "minimum gain chargeback" provisions of Treasury Regulation Section 1.704-2(f) and Treasury Regulation Section 1.704-2(i)(4).

(b) All "nonrecourse deductions" (as defined in Treasury Regulation Section 1.704-2(b)(1)) of the Company for any year shall be allocated to the Members in the same manner as Net Profits or Net Losses; provided, however, that nonrecourse deductions attributable to "partner nonrecourse debt" (as defined in Treasury Regulation

Section 1.704-2(b)(4)) shall be allocated to the Members in accordance with the provisions of Treasury Regulation Section 1.704-2(i)(1).

(c) Items of income or gain for any taxable period shall be allocated to the Members in the manner and to the extent required by the "qualified income offset" provisions of Treasury Regulation Section 1.704-1(b)(2)(ii)(d).

(d) In no event shall Net Losses of the Company be allocated to a Member if such allocation would cause or increase a negative balance in such Member's Adjusted Capital Account (determined, for purposes of this Section 6.04 only, by increasing the Member's Capital Account balance by the amount the Member is obligated to restore to the Company pursuant to Treasury Regulation Section 1.704-1(b)(2)(ii)(c)).

(e) If items of income, gain, loss or deduction are allocated to one or more Members pursuant to any of paragraphs (a), (b), (c) or (d) of this Section 6.04 (the "Original Allocation"), then subsequent items of income, gain, loss or deduction will first be allocated (subject to the provisions of this Section 6.04) to the Members in a manner designed to result in each Member having a Capital Account balance equal to what it would have been had the Original Allocation not occurred; provided, however, that no such allocation shall be made pursuant to this paragraph (e) if either

(i) the Original Allocation had the effect of offsetting a prior Original Allocation or

(ii) the Original Allocation likely (in the opinion of the Company's professional advisors) will be offset by another Original Allocation in the future (*e.g*., an Original Allocation of "nonrecourse deductions" under (b) above that likely will be offset by a subsequent "minimum gain chargeback" under (a) above).

(f) Except as otherwise provided herein or as required by Code Section 704, for tax purposes, all items of income, gain, loss, deduction or credit shall be allocated to the Members in the same manner as are Net Profits and Net Losses; provided, however, that if the Carrying Value of any property of the Company differs from its adjusted basis for tax purposes, then items of income, gain, loss, deduction or credit related to such property for tax purposes shall be allocated among the Members so as to take account of the variation between the adjusted basis of the property for tax purposes and its Carrying Value in the manner provided for under Code Section 704(c).

SECTION 6.05 **Allocations Upon Transfer or Admission**. In the event that a Member acquires a capital interest in the Company either by transfer from another Member or by acquisition from the Company, the Net Profits, Net Losses, gross income, nonrecourse deductions and items thereof attributable to the interest so transferred or acquired shall be allocated among the Members based on a method chosen by the Managers, in their sole discretion, which method shall comply with Section 706 of the Code and shall be binding on all Members. For purposes of determining the date on which the acquisition occurs, the Company may make use of any convention allowable under Section 706(d) of the Code.

SECTION 6.06 **Financial Reports**. The Company shall prepare or cause to be prepared and provide to the Members, at the Company's expense, not later than 90 days after the

end of each fiscal year of the Company, such information as is necessary to complete federal and state income tax or information returns.

SECTION 6.07 **Tax Matters Partner**. Whenever the Company has more than one Member, the Managers shall select and appoint a Member to serve as the "Tax Matters Partner" of the Company under Code Section 6231(a)(7) and to manage administrative tax proceedings conducted at the Company level. The Tax Matters Partner shall make any necessary elections and take any other necessary steps required by applicable law for the Company to be treated as a partnership for United States federal, state, and local income tax purposes.

ARTICLE VII

DURATION OF THE COMPANY

SECTION 7.01 **Term of Company.** The term of the Company commences on the Effective Date and shall continue until the date on which the Company is dissolved as provided in Sections 7.02 or 7.03, or is dissolved by operation of law.

SECTION 7.02 **Dissolution Upon Sale of Assets**. The Company shall be dissolved in the event of the sale or distribution by the Company of all or substantially all of the assets of the Company.

SECTION 7.03 **Dissolution by Written Consent of Members.** The Members may dissolve the Company at any time by written consent executed by the Members, a copy of which shall be provided to the Managers.

ARTICLE VIII

LIQUIDATION OF THE COMPANY

SECTION 8.01 **General Provisions.** Following the dissolution of the Company in accordance with Article VII hereof, the Company's assets shall be liquidated in an orderly manner. The Managers (or, at the Managers' election, another Person selected by a Majority of the Managers) shall be the liquidator to wind up the affairs of the Company pursuant to this Agreement.

SECTION 8.02 **Liquidating Distributions.** The liquidator shall pay or provide for the satisfaction of the Company's liabilities and obligations to creditors. Any Net Profit or Net Loss realized in connection with the liquidation of the Company shall be allocated to the Members pursuant to Article VI hereof, and the remaining assets of the Company shall then be distributed to the Members in accordance with their Capital Accounts. In performing its duties, the liquidator is authorized to sell, exchange or otherwise dispose of the assets of the Company in such reasonable manner as the liquidator shall determine to be in the best interest of the Company and the Members.

SECTION 8.03 **Expenses of Liquidator.** The expenses incurred by the liquidator in connection with winding up the Company, and all other losses or liabilities of the Company incurred in accordance with the terms of this Agreement, shall be borne by the Company.

SECTION 8.04 **Duration of Liquidation.** A reasonable time shall be allowed for the winding up of the affairs of the Company in order to minimize any losses otherwise associated with such a winding up.

SECTION 8.05 **Duty of Care.** The liquidator shall not be liable to the Company or the Members for any loss attributable to any act or omission of the liquidator in good faith and in a manner such liquidator reasonably believed to be in, or not opposed to, the best interests of the Company in connection with the liquidation of the Company and distribution of its assets and provided that such act or omission did not constitute gross negligence, willful misconduct or a material breach of this Agreement. The liquidator may consult with counsel, investment banking firms, consultants and accountants with respect to liquidating the Company and distributing its assets and may act or omit to act in accordance with the advice of such counsel, investment banking firms, consultants or accountants, provided they shall have been selected with reasonable care.

SECTION 8.06 **No Liability for Return of Capital.** The liquidator(s), the Managers and their respective officers, directors, agents and Affiliates shall not be personally liable for the return of the Capital Contribution of the Members to the Company.

ARTICLE IX

TRANSFER OF INTERESTS

SECTION 9.01 **Limitation on Transfer of Rights and Obligations of Managers.** The Managers shall not assign, pledge, mortgage, hypothecate, sell or otherwise dispose of or encumber all or any part of their rights or obligations under this Agreement without the prior written consent of the Members.

SECTION 9.02 **Transfer of Member Interests**. Except as may otherwise be required to comply with applicable federal and state laws, the Members shall have the right to transfer all or any part of their interests in the Company by delivery to the Company of an assignment in writing duly executed by the transferring Member.

SECTION 9.03 **Transfer of Profits Interests**. With the consent of a Majority of the Managers, the Company may grant any Person a percentage interest in the future Net Profits and Net Losses of the Company (a "Profits Interest") whether for a fixed term or indefinitely, *provided* that (i) the grant does not include any capital interest in the Company or any right to share in the proceeds of the Company's liquidation under Article VIII, and *provided further* that (ii) such grant is made in exchange for property or services afforded to the Company that are of equivalent value to the Profits Interest granted, as the Managers may determine in their sole and absolute discretion. The grant of any Profits Interest shall not cause the transferee of such Profits Interest to become a Member.

ARTICLE X

INDEMNIFICATION

SECTION 10.01 **General Provisions.**

(a) Subject to the limitations set forth below in this Article X, each of the Managers, the Officers, the Affiliates of the Managers and the Officers, and the liquidator (if any), (each such Person being referred to hereafter as an "Indemnitee"), shall be indemnified by the Company (but only out of Company assets, including the proceeds of liability insurance) against any claim, demand, controversy, dispute, cost, loss, damage, expense (including attorneys' fees), judgment and/or liability incurred by or imposed upon the Indemnitee in connection with any action, suit or proceeding (including any proceeding before any administrative or legislative body or agency), to which the Indemnitee shall become a party or shall be threatened to become a party, by reason of the Indemnitee's being at the time the cause of action arose or thereafter, a Manager, an Officer, an Affiliate of a Manager or an Officer,, a liquidator (if any), or a director, officer, member, partner, employee, consultant or other agent of any other organization in which the Company owns an interest, which other organization the Indemnitee serves or has served as director, officer, manager, member, partner, employee, consultant or other agent at the request of the Company (whether or not the Indemnitee continues to serve in such capacity at the time such action, suit or proceeding is brought or threatened). Each Indemnitee may be entitled to such indemnification notwithstanding that the Company has sold, assigned, distributed or otherwise transferred its investment in such other organization prior to the time that such action, suit or proceeding is brought or threatened.

(b) The Indemnitee shall not be indemnified with respect to matters as to which the Indemnitee shall have been finally adjudicated in any such action, suit or proceeding (i) not to have acted in good faith and in the reasonable belief that the Indemnitee's action was in accordance with such Person's obligations to the Company or to have acted with gross negligence or a willful disregard of his duties, or in breach of his fiduciary obligations, or (ii) with respect to any criminal action or proceeding, not to have had cause to believe beyond any reasonable doubt the Indemnitee's conduct was criminal. In the event of settlement of any action, suit or proceeding brought or threatened, the indemnification provided for in this Article X shall apply to all matters covered by the settlement except for matters as to which the Company is advised by counsel (who may be counsel regularly retained to represent the Company) that the Person seeking indemnification, in the opinion of such counsel, did not act in good faith or acted with gross negligence or a willful disregard of such Person's duties, or in breach of such Person's fiduciary obligations, or, with respect to any criminal action or proceeding, that the Person seeking indemnification had reasonable cause to believe such Person's conduct was criminal.

(c) The right of indemnification provided for in this Article X shall be in addition to any rights to which any Indemnitee may otherwise be entitled and shall inure to the benefit of the executors, administrators, personal representatives, successors or assigns of each such Indemnitee. Such Indemnitee shall first use reasonable efforts to

pursue other readily available sources of indemnification before pursuing a claim for indemnification against the Company under this Article X.

SECTION 10.02 **Advance Payment of Expenses.** The Company shall pay the expenses incurred by an Indemnitee in defending a civil or criminal action, suit or proceeding, or in opposing any claim arising in connection with any potential or threatened civil or criminal action, suit or proceeding, in advance of the final disposition of such action, suit or proceeding, upon receipt of an undertaking by such Indemnitee satisfactory to the Managers to repay such payment if he shall be determined to be not entitled to indemnification therefor as provided herein; provided, however, that in such instance the Indemnitee is not commencing an action, suit, or proceeding against the Company, or defending an action, suit or proceeding commenced against the Indemnitee by the Company, or opposing a claim by the Company arising in connection with any such potential or threatened action, suit or proceeding.

SECTION 10.03 **Insurance.** At its election, the Managers may cause the Company to purchase and maintain insurance, at the expense of the Company and to the extent available, for the protection of the Managers, the Officers, the Affiliates of the Managers and the Officers, any liquidator, and the directors, officers, employees, consultants or other agents of any such Person, against any liability incurred by any such Person in any such capacity or arising out of his status as such, whether or not the Company has the power to indemnify such Person against such liability. The Managers may also cause the Company to purchase and maintain insurance for the protection of any officer, director, employee, consultant or other agent of any other organization in which the Company owns an interest or of which the Company is a creditor against similar liabilities, whether or not the Company has the power to indemnify any such Person against such liabilities.

ARTICLE XI

ACCOUNTING; RECORDS AND REPORTS

SECTION 11.01 **Fiscal Year.** The fiscal year of the Company shall be the calendar year, or such other year as required by the Code.

SECTION 11.02 **Keeping of Accounts and Records**. At all times the Managers shall cause to be kept proper and complete books of account, in which shall be entered fully and accurately the transactions of the Company. Such books of account, together with (i) an executed copy of this Agreement (and any amendments hereto); (ii) the Certificate of the Company (and any amendments thereto); (iii) executed copies of any powers of attorney pursuant to which any of the aforesaid documents has been executed; and (iv) financial statements of the Company for each of the prior three years, shall at all times be maintained at the location specified in Section 1.02 hereof.

SECTION 11.03 **Inspection Rights.** Until the liquidation of the Company has been completed, any Member may examine the Company's books, records, accounts and assets, including bank balances, and may make, or cause to be made, any audit thereof at the Company's expense.

SECTION 11.04 **Reports.** The Managers shall prepare and transmit to the Members at the Company's expense such financial and other reports as shall be determined from time to time by the Members.

ARTICLE XII

WAIVER AND AMENDMENT

SECTION 12.01 **Waiver and Amendment.** Except for any waiver or amendment of the provisions of Sections 2.06 and 10.01 through 10.03 hereof which would adversely affect any Manager (or any Affiliate of a Manager), the terms and provisions of this Agreement may be waived, modified, terminated or amended at any time by the Members. The Members shall not waive or amend any provision of Sections 2.06 or 10.01 through 10.03 hereof in such a manner as would adversely affect any Manager (or any Affiliate of a Manager) without the written consent of such Manager.

ARTICLE XIII

GENERAL PROVISIONS

SECTION 13.01 **Notices.** Except where otherwise specifically provided in this Agreement, all notices, requests, consents, approvals and statements shall be in writing and shall be deemed to have been properly given by (i) personal delivery, (ii) first class mail, postage prepaid, (iii) electronic facsimile transmission, or (iv) courier service, addressed in each case: if to the Company, at the address where the Company's books and records are maintained as specified in Section 1.02 hereof; if to a Manager, at such Manager's address set forth in Schedule A; and if to a Member, to the Member's address set forth in Schedule A, or, in each case, to such other address or addresses (and/or by e-mail or other manner of delivery) as the addressee may have specified by written notice as aforesaid.

SECTION 13.02 **Binding on Successors**. This Agreement shall be binding upon and inure to the benefit of the respective heirs, successors, assigns and legal representatives of the parties hereto.

SECTION 13.03 **Counterparts.** This Agreement or any amendment hereto may be signed in any number of counterparts, each of which shall be an original, but all of which taken together shall constitute one agreement (or amendment, as the case may be).

SECTION 13.04 **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware.

SECTION 13.05 **Construction.** Whenever the content of this Agreement permits, the masculine gender shall include the feminine and neuter genders, and reference to singular or plural shall be interchangeable with the other. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the other provisions, and this Agreement shall be construed and reformed in all respects as if any such invalid or unenforceable provision(s) were omitted in order to give effect to the intent and purposes of this Agreement. References in this Agreement to particular sections of the Code or the Delaware Act shall be deemed to refer to

such sections or provisions of the Code or the Delaware Act (or any successor legislation) as they may be amended after the date of this Agreement.

ARTICLE XIV

CERTAIN DEFINITIONS

SECTION 14.01 **Certain Definitions**. For purposes of this Agreement, the following capitalized terms have the respective meanings set forth below:

"Adjusted Capital Account" means, for each Member, such Member's Capital Account balance increased by such Member's share of "minimum gain" and of "partner nonrecourse debt minimum gain" as determined, respectively, pursuant to Treasury Regulation Sections 1.704-2(g) and 1.704-2(i)(5).

"Affiliate" means, with respect to the Person to which it refers, a Person that either (i) directly or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with, such Person or (ii) is the successor or assign to such Person.

"Agreement" means this Limited Liability Company Agreement, as it may be subsequently amended or restated from time to time.

"Capital Account" means a separate account maintained for each Member and adjusted in accordance with Treasury Regulations under Section 704 of the Code. To the extent consistent with such Treasury Regulations, the adjustments to such accounts shall include the following:

(a) There shall be credited to each Member's Capital Account the amount of any cash actually contributed by such Member to the capital of the Company, the fair market value of any other property contributed by such Member to the capital of the Company, the amount of liabilities of the Company assumed by the Member or to which property distributed to the Member was subject and such Member's share of the Net Profits of the Company and of any items in the nature of income or gain separately allocated to the Members; and there shall be charged against each Member's Capital Account the amount of all cash distributions to such Member, the fair market value of any other property distributed to such Member by the Company, the amount of liabilities of the Member assumed by the Company or to which property contributed by the Member to the Company was subject and such Member's share of the Net Losses of the Company and of any items in the nature of losses or deductions separately allocated to the Members.

(b) If the Company at any time distributes any of its assets in-kind to any Member, the Capital Account of each Member shall be adjusted to account for that Member's allocable share of the Net Profits, Net Losses or items thereof that would have been realized by the Company had it sold the assets that were distributed at their respective fair market values (taking Code Section 7701(g) into account) immediately prior to their distribution.

(c) Upon (A) the acquisition of a capital interest in the Company in exchange for a Capital Contribution, or (B) the election of the Company, at any time specified in

Treasury Regulation Section 1.704-1(b)(2)(iv)(f), the Capital Account balance of each Member shall be adjusted to the extent provided under such Treasury Regulation to reflect the Member's allocable share (as determined under Article VI) of the items of Net Profits or Net Losses that would be realized by the Company if it sold all of its property at its fair market value (taking Code Section 7701(g) into account) on the day of the event giving rise to the adjustment; provided that, if after such adjustment the Capital Account of each Member does not equal each Member's share of Company Capital determined as set forth above, then each Member's Capital Account shall be adjusted to an amount equal to such share of Company Capital.

(d) In the event any Membership interest in the Company is transferred in accordance with the terms of this Agreement, the transferee shall succeed to the Capital Account of the transferor to the extent it relates to the Transferred interest.

"Capital Contribution" means the aggregate amount of cash or other property contributed by a Member to the Company.

"Carrying Value" means, with respect to any asset, the asset's adjusted basis for federal income tax purposes; provided, however, that (i) the initial Carrying Value of any asset contributed to the Company shall be adjusted to equal its gross fair market value at the time of its contribution and (ii) the Carrying Values of all assets held by the Company shall be adjusted to equal their respective gross fair market values (taking Code Section 7701(g) into account) upon an adjustment to the Capital Accounts of the Members described in paragraph (c) of the definition of "Capital Account." The Carrying Value of any asset whose Carrying Value was adjusted pursuant to the preceding sentence thereafter shall be adjusted in accordance with the provisions of Treasury Regulation Section 1.704-1(b)(2)(iv)(g).

"Certificate" means the certificate of formation of the Company and any amendments or restatements thereof as filed with the Delaware Secretary of State under the Delaware Act.

"Code" means the United States Internal Revenue Code of 1986 (and any successor statute thereto), and the regulations promulgated thereunder, all as amended from time to time.

"Company Capital" means an amount equal to the sum of all of the Members' Adjusted Capital Account balances determined immediately prior to the allocation of any Net Profits or Net Losses to the Members, pursuant to Article VI.

"Delaware Act" means the Delaware Limited Liability Company Act, as amended from time to time.

"Distributable Cash" means all cash of the Company that the Managers determine is available for distribution to the Members after the payment or provision for payment by the Company of all expenses incurred by the Company and in collecting any amounts then owed to the Company and so attributable.

"Effective Date" shall mean the date upon which the Company files a Certificate of formation as a limited liability company with the Delaware Secretary of State pursuant to the Delaware Act.

"Indemnitee" shall have the meaning set forth in Section 10.01.

"Initial Member" shall mean Clean Harbors, Inc., a Massachusetts corporation.

"Majority of the Managers" means (i) at least four of the Managers if there are then six Managers, (ii) at least three of the Managers if there are then five or four Managers, (iii) at least two of the Managers if there are then three Managers, and (ii) both of the Managers if there are then only two Managers.

"Manager" means each of the Persons then serving as a Manager of the Company in accordance to Section 2.01 hereof, in his capacity as a Manager of the Company.

"Member" means the Initial Member for so long as it shall hold a capital interest in the Company, and each of such other or additional Persons as shall acquire a capital interest in the Company and be admitted as a Member from time to time, in accordance with the provisions of the Delaware Act.

"Net Profit" or "Net Loss" means, with respect to any fiscal year, the sum of the Company's: (a) net profit or loss as determined in accordance with the Code, and (b) any income exempt from federal income tax, after deduction of all expenses properly chargeable to the Company for such fiscal year (whether deductible or non-deductible and whether described in Section 705(a)(2)(B) of the Code, treated as so described pursuant to Treasury Regulations Section 1.704-1(b)(2)(iv)(i), or otherwise). For this purpose, Net Profit or Net Loss shall be determined in accordance with tax accounting principles rather than generally accepted accounting principles, and any expenses required to be capitalized and included in the Company's adjusted tax basis in any asset or which reduce the amount realized by the Company on the disposition of any asset shall be disregarded.

"Officers" means the President, the Treasurer, the Secretary, and any such other officers of the Company as shall be elected by a Majority of the Managers or by the Members in accordance with Section 2.02(a) hereof.

"Person" means any individual, general partnership, limited partnership, limited liability company, corporation, joint venture, trust, business trust, cooperative or association and the heirs, executors, administrators, legal representative, successors and assigns of such Person where the context so admits.

"Treasury Regulations" mean the Regulations promulgated by the United States Department of the Treasury under the Code, as amended.

[remainder of page left intentionally blank]

IN WITNESS WHEREOF, the undersigned have executed this Limited Liability Company Agreement as of the effective date first above written.

MANAGERS:

/s/ Eric W. Gerstenberg
Eric W. Gerstenberg,

/s/ James M. Rutledge
James M. Rutledge

/s/ William J. Geary
William J. Geary

INITIAL MEMBER:

CLEAN HARBORS LONE STAR CORP.

By: /s/ James M. Rutledge
James M. Rutledge
Executive Vice President

CLEAN HARBORS LAPORTE, LLC

SCHEDULE A

Managers:

Eric W. Gerstenberg
c/o Clean Harbors, Inc.
42 Longwater Drive
P.O. Box 9149
Norwell, MA 02061-9149

James M. Rutledge
c/o Clean Harbors, Inc.
42 Longwater Drive
P.O. Box 9149
Norwell, MA 02061-9149

William J. Geary
c/o Clean Harbors, Inc.
42 Longwater Drive
P.O. Box 9149
Norwell, MA 02061-9149

Member:

Clean Harbors Lone Star Corp.
c/o Clean Harbors, Inc.
42 Longwater Drive
P.O. Box 9149
Norwell, MA 02061-9149

Clean Harbors Laurel, LLC

CERTIFICATE OF FORMATION

Pursuant to the provisions of Section 18-201 of the Limited Liability Company Act of the State of Delaware (the "Act"), the undersigned, being duly authorized, hereby certifies and states as follows:

1. Name of the Limited Liability Company. The name of the limited liability company formed hereby is Clean Harbors Laurel, LLC (the "LLC").

2. Registered Agent and Office of the LLC. The name of the registered agent of the LLC in the State of Delaware is Capitol Corporate Services, Inc. and the registered office address of the registered agent for the purposes of Section 18-104 of the Act is 32 Loockerman Square, Suite 109, Dover, Kent County, Delaware 19901.

IN WITNESS WHEREOF, the undersigned hereby affirms that the facts stated herein are true, this 30th day of April, 2002.

/s/ C. Michael Malm
C. Michael Malm, Authorized Person

CLEAN HARBORS LAUREL, LLC

LIMITED LIABILITY COMPANY AGREEMENT

LIMITED LIABILITY COMPANY AGREEMENT effective as of May 1, 2002, by and among Eric W. Gerstenberg, Gene A. Cookson, Stephen H. Moynihan, Roger A. Koenecke, Carl Paschetag, and William J. Geary, as Managers; and Clean Harbors Disposal Services, Inc., a Delaware corporation, as the sole Member. Certain capitalized terms used herein have the respective meanings set forth in Section 14.01 hereof.

ARTICLE I
CAPITAL CORPORATE SERVICES, INC.,
ORGANIZATION

SECTION 1.01 Formation of the Company. Clean Harbors Laurel, LLC (the "Company") has been formed as a limited liability company under the Delaware Limited Liability Company Act *(6 Del. C § 18-101, et seq.)*, as amended from time to time (the "Delaware Act"), through the filing of the Certificate with the Delaware Secretary of State on the effective date of this Agreement. The parties hereto agree to conduct the business of the Company in accordance with the provisions of the Act and of this Agreement.

SECTION 1.02 Name, Registered Office, and Maintenance of Books and Records. The name of the Company is "Clean Harbors Laurel, LLC." The initial address of the Company's registered office in Delaware is 32 Lookerman Square, Suite 109, Dover, Dent County, Delaware 19901, and its initial agent at such address for service of process is Capitol Corporate Services, Inc. The Company's books and records shall be maintained at c/o Clean Harbors, Inc., 1501 Washington Street, Braintree, Massachusetts 02184. A Majority of the Managers may change the location at which the Company's books and records shall be maintained to such other location within the United States as such Managers may determine at any time, upon written notice to the Member stating such new location. A Majority of the Managers may also change the Company's registered agent from time to time in their sole discretion.

SECTION 1.03 Purposes. The purposes and objectives of the Company are to own, lease, manage and/or operate a licensed hazardous waste facility, to provide environmental services, and to engage in any other lawful activities allowed to be conducted by a limited liability company.

SECTION 1.04 Powers. Subject to the terms of this Agreement, and consistent with the purposes stated in Section 1.03 hereof, the Company shall have the following powers: (i) to enter into all agreements and engage in all activities and transactions necessary or advisable to carry out the Company's purposes; and (ii) to have all other powers available to it as a limited liability company organized under the laws of the State of Delaware. Without limitation of the foregoing, the Company shall have the powers: to acquire and dispose of assets and other property; to act as a general partner, limited partner, manager and/or member of any other Person; negotiate, enter into, and modify agreements including, without limitation, partnership

agreements, limited liability company agreements, and leases or subleases of any real estate or personal property; to incur obligations for and in connection with its business; to borrow money and provide guarantees for the obligations of other Persons and, if required by any lender, as security therefor to mortgage, pledge and grant security interests in all or any part of the assets and other property owned by the Company; to repay, in whole or in part, refinance, consolidate, recast, increase, modify or extend any loans which may affect any of the assets and other property owned by the Company; and to execute any and all other documents and instruments and exercise all powers necessary or appropriate to carry out the business of the Company.

ARTICLE II

CONDUCT AND MANAGEMENT OF THE LLC

SECTION 2.01 Managers. Except as otherwise provided in this Agreement for actions which require or permit approval by the sole Member, the business of the Company shall be under the control of the Managers. The names and current addresses of the initial Managers are as described in Schedule A hereto. One or more substitute or additional Managers may be elected at any time in the future by the sole Member. Each of the original Managers and any such substitute or additional Managers shall serve as a Manager until either (i) his voluntary resignation as a Manager, or (ii) his removal as a Manager with or without cause at any time by a Majority of the Managers or the sole Member. The Managers shall not be required to make any Capital Contributions to the Company.

SECTION 2.02 Officers.

(a) In order to facilitate the day-to-day operation of the Company's business, the Company shall have the following Officers: a President, Senior Vice Presidents, a Treasurer and a Secretary, and any such additional Officers as a Majority of the Managers may from time to time deem appropriate. The President shall be a Manager, but none of the other Officers need be a Manager. Unless otherwise determined from time to time by a Majority of the Managers or by the sole Member, Eric W. Gerstenberg shall be the President, Steven H. Moynihan shall be a Senior Vice President and an Assistant Treasurer, Roger Koenecke shall be a Senior Vice President, Carl Paschetag shall be the Treasurer, William J. Geary shall be a Vice President and the Assistant Secretary, and C. Michael Malm shall be Secretary. Unless otherwise determined from time to time by a Majority of the Managers or the sole Member, the President shall be the chief executive officer of the LLC, the Treasurer shall be responsible for maintaining the funds and financial books and records of the LLC, and the Secretary shall be responsible for maintaining the records of actions (whether by written consent or meeting) of the Managers and of the sole Member and the other non-financial records of the LLC. Each of the Officers of the LLC may be removed (and his successors elected) at any time by a Majority of the Managers or the sole Member.

(b) Except as may otherwise be determined from time to time by a Majority of the Managers or the sole Member, the Managers hereby delegate to the President and any Senior Vice President then in office full authority to act on behalf of the LLC. Except as may otherwise be determined from time to time by a Majority of the Managers or the sole Member, each of the President and Senior Vice Presidents shall have, without further approval or consent of any of

the other Managers or the sole Member, full authority: to acquire and dispose of assets and other property on behalf of the LLC; to negotiate, enter into, execute or modify agreements on behalf of the LLC including, without limitation, partnership agreements, limited liability company agreements, and leases or subleases of any real estate or personal property; to incur obligations for and on behalf of the LLC for and in connection with its business; to borrow money and provide guarantees for the obligations of other Persons and, if required by any lender, as security therefor to mortgage, pledge and grant security interests in all or any part of the assets and other property owned by the Company; to repay, in whole or in part, refinance, consolidate, recast, increase, modify or extend any loans which may affect any of the assets and other property owned by the Company; and to execute any and all other documents and instruments and exercise all powers necessary or appropriate to carry out the business of the Company.

SECTION 2.03 Authorization.

(a) Every contract, agreement, and other instrument executed on behalf of the Company by any Manager, the President or any Senior Vice President, or by another Officer of the Company, if such execution is authorized by a Majority of the Managers, shall be conclusive evidence in favor of every person or entity relying thereon or claiming thereunder that at the time of the delivery thereof (i) the Company was in existence, (ii) this Agreement had not been terminated or canceled or amended in any manner so as to restrict such authority (except as shown in the Certificate or other instrument duly filed with the Secretary of State of the State of Delaware), and (iii) the execution and delivery of such instrument were duly authorized by the Managers and/or the sole Member to the extent required.

(b) Any person or entity dealing with the Company may always rely on a certificate signed by any Manager, the President, any Senior Vice President, the Secretary or an Assistant Secretary:

(i) as to who are the Managers, the Officers or the Member of the Company,

(ii) as to the existence or nonexistence of any fact or facts which (A) constitute conditions precedent to acts by the Company, or (B) are in any other manner germane to the affairs of the Company,

(iii) as to who is authorized to execute and deliver any instrument or document on behalf of the Company,

(iv) as to the authenticity of any copy of this Agreement and amendments thereto, or

(v) as to any act or failure to act by the Company, or as to any other matter whatsoever involving the Company or any Manager or Officer or Member of the Company.

SECTION 2.04 Actions by Managers or the Sole Member. Approval of any action by the Company which under the terms of this Agreement requires approval by a Majority of the Managers may be granted either by a written consent signed by a Majority of the Managers or by an affirmative vote of a Majority of the Managers at a meeting held for such purpose either with or without prior notice. Any Manager may participate in any such meeting by telephone if all

Managers participating in any such meeting shall be able to hear the other participating Managers. The participation of a Majority of the Managers shall constitute a quorum for all purposes. If any action is approved by a Majority of the Managers but any Manager shall not sign any written consent by which, or shall not participate in any meeting at which, such approval was granted, the Secretary of the Company shall promptly provide to such Manager following the date of such written consent or meeting a copy of such written consent or minutes of such meeting. Any action taken by the sole Member under the terms of this Agreement shall be by written consent of the sole Member.

SECTION 2.05 Duty of Care. The sole Member acknowledges that decisions concerning the Company's activities will involve the exercise of judgment and a risk of loss. The Managers, the Officers and their Affiliates shall not be liable to the Company or the Member for any loss suffered by the Company or the Member which arises out of any action or omission of a Manager, an Officer or any Affiliate of a Manager or an Officer, provided that (i) such Manager, Officer or Affiliate determined, in good faith, that such course of conduct was in, or not opposed to, the best interest of the Company or was otherwise permitted by this Agreement, and (ii) such course of conduct did not constitute gross negligence or willful malfeasance, a material breach of this Agreement, or an intentional violation of federal or state law by such Manager, Officer or Affiliate. The Managers, the Officers, and their Affiliates shall not be liable for the negligence, whether of omission or commission, dishonesty or bad faith of any employee, broker or other agent of the Company selected by the Managers or the Officers with reasonable care. Furthermore, the Managers, the Officers, and their Affiliates shall be entitled to indemnification by the Company to the extent provided in Article X hereof.

ARTICLE III

MEMBER

SECTION 3.01 Name, Address, and Capital Contribution. The name and current address of the sole Member are as described in Schedule A hereto. On and after the date of this Agreement, the Member shall make to the Company either in cash or in other tangible or intangible property such Capital Contributions as shall be determined by the Member. The Treasurer shall record the Member's Capital Contributions on the financial records of the Company.

SECTION 3.02 Limited Liability. In accordance with the Delaware Act, the liability of the Member to the Company and its creditors shall be limited to (i) any unpaid Capital Contribution which the Member has agreed to make to the Company; (ii) the amount of any distribution previously received from the Company which the Member may be required to return to the Company pursuant to Section 18-607(b) of the Delaware Act; and (iii) the unpaid balance of any other payments (if any) that the Member expressly is required, pursuant to this Agreement, to make to the Company.

SECTION 3.03 No Control of Company. Except as otherwise provided in this Agreement, the Member, in its capacity as such, shall not take part in the management or control of the affairs of the Company, or undertake any transactions on behalf of the Company, or have any power to sign for or otherwise to bind the Company.

SECTION 3.04 **Dissolution, Liquidation or Bankruptcy.** The dissolution, liquidation or bankruptcy of the Member shall not result in the termination of the Company, but the rights of the Member under this Agreement shall accrue to the Member's successors, estate or legal representatives. Except as expressly provided in this Agreement, no other event affecting the Member (including but not limited to insolvency) shall affect this Agreement.

ARTICLE IV

EXPENSES AND COMPENSATION

SECTION 4.01 **No Management Fee.** The Company shall not be obligated to pay to the Managers (or any Affiliate of the Managers) any management fee or similar compensation. However, the Managers shall be entitled to receive compensation from the Member and its Affiliates in the Managers' respective capacities as officers and employees of the Member and its Affiliates.

SECTION 4.02 **Expenses.** The Company shall be responsible for the payment from its own funds of all of the Company's expenses.

ARTICLE V

DISTRIBUTIONS

SECTION 5.01 **Amount, Timing and Form.** The Managers shall determine in their discretion the amount, timing and form of all distributions of Distributable Cash to be made by the Company to the sole Member.

ARTICLE VI

TAX ALLOCATIONS

SECTION 6.01 **Allocations of Net Profit or Net Loss.** As described in Articles II, III and V above, the sole Member shall be responsible for all Capital Contributions to the Company, and the Company shall make all distributions to the Member. All distributions of Net Profit or Net Loss by the Company will accordingly be made to the Member. The Company shall therefore be treated for U.S. federal income tax purposes as a "disregarded entity" of which all of the beneficial interests are held by the sole Member.

ARTICLE VII

DURATION OF THE COMPANY

SECTION 7.01 **Term of Company.** The term of the Company commenced on the filing of the Certificate with the Delaware Secretary of State and shall continue until the date on which the Company is dissolved as provided in Sections 7.02 or 7.03 or by operation of law.

SECTION 7.02 **Dissolution Upon Sale of Assets**. The Company shall be dissolved in the event of the sale or distribution by the Company of all or substantially all of the assets of the Company.

SECTION 7.03 **Dissolution by Written Consent of Member.** The sole Member may dissolve the Company at any time by written consent executed by the Member and a copy of which shall be provided to the Managers.

ARTICLE VIII

LIQUIDATION OF THE COMPANY

SECTION 8.01 **General Provisions.** Following the dissolution of the Company in accordance with Article VII hereof, the Company's assets shall be liquidated in an orderly manner. The Managers (or, at the Managers' election, another Person selected by a Majority of the Managers) shall be the liquidator to wind up the affairs of the Company pursuant to this Agreement.

SECTION 8.02 **Liquidating Distributions.** The liquidator shall pay or provide for the satisfaction of the Company's liabilities and obligations to creditors. Any Net Profit or Net Loss realized in connection with the liquidation of the Company shall be allocated to the Member pursuant to Article VI hereof, and the remaining assets of the Company shall then be distributed to the Member. In performing its duties, the liquidator is authorized to sell, exchange or otherwise dispose of the assets of the Company in such reasonable manner as the liquidator shall determine to be in the best interest of the Company and the Member.

SECTION 8.03 **Expenses of Liquidator.** The expenses incurred by the liquidator in connection with winding up the Company, and all other losses or liabilities of the Company incurred in accordance with the terms of this Agreement, shall be borne by the Company.

SECTION 8.04 **Duration of Liquidation.** A reasonable time shall be allowed for the winding up of the affairs of the Company in order to minimize any losses otherwise associated with such a winding up.

SECTION 8.05 **Duty of Care.** The liquidator shall not be liable to the Company or the Member for any loss attributable to any act or omission of the liquidator in good faith and in a manner such liquidator reasonably believed to be in, or not opposed to, the best interests of the Company in connection with the liquidation of the Company and distribution of its assets and provided that such act or omission did not constitute gross negligence, willful misconduct or a material breach of this Agreement. The liquidator may consult with counsel, investment banking firms, consultants and accountants with respect to liquidating the Company and distributing its assets and may act or omit to act in accordance with the advice of such counsel, investment banking firms, consultants or accountants, provided they shall have been selected with reasonable care.

SECTION 8.06 **No Liability for Return of Capital.** The liquidator(s), the Managers and their respective officers, directors, agents and Affiliates shall not be personally liable for the return of the Capital Contribution of the Member to the Company.

ARTICLE IX

TRANSFER OF INTERESTS

SECTION 9.01 Limitation on Transfer of Rights and Obligations of Managers. The Managers shall not assign, pledge, mortgage, hypothecate, sell or otherwise dispose of or encumber all or any part of their rights or obligations under this Agreement without the prior written consent of the Member.

SECTION 9.02 Transfer of Member Interests. Except as may otherwise be required to comply with applicable federal and state laws, the sole Member shall have the right to transfer all or any part of its interests in the Company by delivery to the Company of an assignment in writing duly executed by the Member.

ARTICLE X

INDEMNIFICATION

SECTION 10.01 General Provisions.

(a) Subject to the limitations set forth below in this Article X, each of the Managers, the Officers, the Affiliates of the Managers and the Officers, and the liquidator (if any), (each such Person being referred to hereafter as an "Indemnitee"), shall be indemnified by the Company (but only out of Company assets, including the proceeds of liability insurance) against any claim, demand, controversy, dispute, cost, loss, damage, expense (including attorneys' fees), judgment and/or liability incurred by or imposed upon the Indemnitee in connection with any action, suit or proceeding (including any proceeding before any administrative or legislative body or agency), to which the Indemnitee shall become a party or shall be threatened to become a party, by reason of the Indemnitee's being at the time the cause of action arose or thereafter, a Manager, an Officer, an Affiliate of a Manager or an Officer,, a liquidator (if any), or a director, officer, member, partner, employee, consultant or other agent of any other organization in which the Company owns an interest, which other organization the Indemnitee serves or has served as director, officer, manager, member, partner, employee, consultant or other agent at the request of the Company (whether or not the Indemnitee continues to serve in such capacity at the time such action, suit or proceeding is brought or threatened). Each Indemnitee may be entitled to such indemnification notwithstanding that the Company has sold, assigned, distributed or otherwise transferred its investment in such other organization prior to the time that such action, suit or proceeding is brought or threatened.

(b) The Indemnitee shall not be indemnified with respect to matters as to which the Indemnitee shall have been finally adjudicated in any such action, suit or proceeding (i) not to have acted in good faith and in the reasonable belief that the Indemnitee's action was in accordance with such Person's obligations to the Company or to have acted with gross negligence or a willful disregard of his duties, or in breach of his fiduciary obligations, or (ii) with respect to any criminal action or proceeding, not to have had cause to believe beyond any reasonable doubt the Indemnitee's conduct was criminal. In the event of settlement of any action, suit or proceeding brought or threatened, the indemnification provided for in this Article X shall

apply to all matters covered by the settlement except for matters as to which the Company is advised by counsel (who may be counsel regularly retained to represent the Company) that the Person seeking indemnification, in the opinion of such counsel, did not act in good faith or acted with gross negligence or a willful disregard of such Person's duties, or in breach of such Person's fiduciary obligations, or, with respect to any criminal action or proceeding, that the Person seeking indemnification had reasonable cause to believe such Person's conduct was criminal.

(c) The right of indemnification provided for in this Article X shall be in addition to any rights to which any Indemnitee may otherwise be entitled and shall inure to the benefit of the executors, administrators, personal representatives, successors or assigns of each such Indemnitee. Such Indemnitee shall first use reasonable efforts to pursue other readily available sources of indemnification before pursuing a claim for indemnification against the Company under this Article X.

SECTION 10.02 Advance Payment of Expenses. The Company shall pay the expenses incurred by an Indemnitee in defending a civil or criminal action, suit or proceeding, or in opposing any claim arising in connection with any potential or threatened civil or criminal action, suit or proceeding, in advance of the final disposition of such action, suit or proceeding, upon receipt of an undertaking by such Indemnitee satisfactory to the Managers to repay such payment if he shall be determined to be not entitled to indemnification therefor as provided herein; provided, however, that in such instance the Indemnitee is not commencing an action, suit, or proceeding against the Company, or defending an action, suit or proceeding commenced against the Indemnitee by the Company, or opposing a claim by the Company arising in connection with any such potential or threatened action, suit or proceeding.

SECTION 10.03 Insurance. At its election, the Managers may cause the Company to purchase and maintain insurance, at the expense of the Company and to the extent available, for the protection of the Managers, the Officers, the Affiliates of the Managers and the Officers, any liquidator, and the directors, officers, employees, consultants or other agents of any such Person, against any liability incurred by any such Person in any such capacity or arising out of his status as such, whether or not the Company has the power to indemnify such Person against such liability. The Managers may also cause the Company to purchase and maintain insurance for the protection of any officer, director, employee, consultant or other agent of any other organization in which the Company owns an interest or of which the Company is a creditor against similar liabilities, whether or not the Company has the power to indemnify any such Person against such liabilities.

ARTICLE XI

ACCOUNTING; RECORDS AND REPORTS

SECTION 11.01 Fiscal Year. The fiscal year of the Company shall be the calendar year, or such other year as required by the Code.

SECTION 11.02 Keeping of Accounts and Records. At all times the Managers shall cause to be kept proper and complete books of account, in which shall be entered fully and

accurately the transactions of the Company. Such books of account, together with (i) an executed copy of this Agreement (and any amendments hereto); (ii) the Certificate of the Company (and any amendments thereto); (iii) executed copies of any powers of attorney pursuant to which any of the aforesaid documents has been executed; and (iv) financial statements of the Company for each of the prior three years, shall at all times be maintained at the location specified in Section 1.02 hereof.

SECTION 11.03 **Inspection Rights.** Until the liquidation of the Company has been completed, the Member may examine the Company's books, records, accounts and assets, including bank balances, and may make, or cause to be made, any audit thereof at the Company's expense.

SECTION 11.04 **Reports.** The Managers shall prepare and transmit to the Member at the Company's expense such financial and other reports as shall be determined from time to time by the Member.

ARTICLE XII

WAIVER AND AMENDMENT

SECTION 12.01 **Waiver and Amendment.** Except for any waiver or amendment of the provisions of Sections 2.5 and 10.01 through 10.03 hereof which would adversely affect any Manager (or any Affiliate of a Manager), the terms and provisions of this Agreement may be waived, modified, terminated or amended at any time by the sole Member. The sole Member shall not waive or amend any provision of Sections 2.05 or 10.01 through 10.03 hereof in such a manner as would adversely affect any Manager (or any Affiliate of a Manager) without the written consent of such Manager.

ARTICLE XIII

GENERAL PROVISIONS

SECTION 13.01 **Notices.** Except where otherwise specifically provided in this Agreement, all notices, requests, consents, approvals and statements shall be in writing and shall be deemed to have been properly given by (i) personal delivery, (ii) first class mail, postage prepaid, (iii) electronic facsimile transmission, or (iv) courier service, addressed in each case: if to the Company, at the address where the Company's books and records are maintained as specified in Section 1.02 hereof; if to a Manager, at such Manager's address set forth in Schedule A; and if to the Member, to the Member's address set forth in Schedule A, or, in each case, to such other address or addresses (and/or by e-mail or other manner of delivery) as the addressee may have specified by written notice as aforesaid.

SECTION 13.02 **Binding on Successors**. This Agreement shall be binding upon and inure to the benefit of the respective heirs, successors, assigns and legal representatives of the parties hereto.

SECTION 13.03 **Counterparts.** This Agreement or any amendment hereto may be signed in any number of counterparts, each of which shall be an original, but all of which taken together shall constitute one agreement (or amendment, as the case may be).

SECTION 13.04 **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware.

SECTION 13.05 **Construction.** Whenever the content of this Agreement permits, the masculine gender shall include the feminine and neuter genders, and reference to singular or plural shall be interchangeable with the other. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the other provisions, and this Agreement shall be construed and reformed in all respects as if any such invalid or unenforceable provision(s) were omitted in order to give effect to the intent and purposes of this Agreement. References in this Agreement to particular sections of the Code or the Delaware Act shall be deemed to refer to such sections or provisions of the Code or the Delaware Act (or any successor legislation) as they may be amended after the date of this Agreement.

ARTICLE XIV

CERTAIN DEFINITIONS

SECTION 14.01 **Certain Definitions**. For purposes of this Agreement, the following terms have the respective meanings set forth below:

"Affiliate " means, with respect to the Person to which it refers, a Person that either (i) directly or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with, such Person or (ii) is the successor or assign to such Person.

"Agreement" means this Limited Liability Company Agreement, as it may be subsequently amended or restated in accordance with its terms.

"Capital Contribution " means the aggregate amount of cash or other property contributed by the Member to the Company pursuant to this Agreement.

"Certificate " means the certificate of formation of the Company and any amendments or restatements thereof as filed with the Delaware Secretary of State under the Delaware Act.

"Code " means the United States Internal Revenue Code of 1986 and the rules and regulations promulgated thereunder, as amended from time to time, or any successor statute thereto.

"Delaware Act" means the Delaware Limited Liability Company Act, as amended from time to time.

"Distributable Cash " means all cash of the Company that the Managers determine is available for distribution to the Member after the payment or provision for payment by the Company of all expenses incurred by the Company and in collecting any amounts then owed to the Company and so attributable.

"Indemnitee " shall have the meaning set forth in Section 10.01.

"Majority of the Managers" means (i) at least four of the Managers if there are then six Managers, (ii) at least three of the Managers if there are then five or four Managers, (iii) at least two of the Managers if there are then three Managers, and (ii) both of the Managers if there are then only two Managers.

"Manager" means each of the Persons then serving as a Manager of the Company in accordance to Section 2.01 hereof, in his capacity as a Manager of the LLC.

"Member" means Clean Harbors Disposal Services, Inc., a Delaware corporation.

"Net Profit" or "Net Loss " means, with respect to any fiscal year, the sum of the Company's: (a) net profit or loss as determined in accordance with the Code and the Regulations thereunder, and (b) any income exempt from federal income tax, after deduction of all expenses properly chargeable to the Company for such fiscal year (whether deductible or non-deductible and whether described in Section 705(a)(2)(B) of the Code, treated as so described pursuant to Treasury Regulations Section 1.704-1(b)(2)(iv)(i), or otherwise). For this purpose, Net Profit or Net Loss shall be determined in accordance with tax accounting principles rather than generally accepted accounting principles, and any expenses required to be capitalized and included in the Company's adjusted tax basis in any asset or which reduce the amount realized by the Company on the disposition of any asset shall be disregarded.

"Officers" means the President, the Senior Vice President, the Treasurer, the Secretary, and any such other officers of the Company as shall be elected by a Majority of the Managers or the sole Member in accordance with Section 2.02(a) hereof.

"Person " means any individual, general partnership, limited partnership, limited liability company, corporation, joint venture, trust, business trust, cooperative or association and the heirs, executors, administrators, legal representative, successors and assigns of such Person where the context so admits.

"Treasury Regulations" mean the Regulations promulgated by the United States Department of the Treasury under the Code, as amended.

IN WITNESS WHEREOF, the undersigned have executed this Limited Liability Company Agreement as of the effective date first above written.

MANAGERS:

/s/ Eric W. Gerstenberg
Eric W. Gerstenberg

/s/ Gene A. Cookson
Gene A. Cookson

/s/ Stephen H. Moynihan
Stephen H. Moynihan

/s/ Roger A. Koenecke
Roger A. Koenecke

/s/ Carl Paschetag
Carl Paschetag

/s/ William J. Geary
William J. Geary

MEMBER:

CLEAN HARBORS DISPOSAL SERVICES, INC.

By: /s/ Stephen H. Moynihan
Stephen H. Moynihan
Senior Vice President

CLEAN HARBORS LAUREL, LLC

SCHEDULE A

Name and Address

Managers:

Eric W. Gerstenberg
c/o Clean Harbors, Inc.
1501 Washington Street
Braintree, MA 02184

Gene A. Cookson
c/o Clean Harbors, Inc.
1501 Washington Street
Braintree, MA 02184

Stephen H. Moynihan
c/o Clean Harbors, Inc.
1501 Washington Street
Braintree, MA 02184

Roger A. Koenecke
c/o Clean Harbors, Inc.
1501 Washington Street
Braintree, MA 02184

Carl Paschetag
c/o Clean Harbors, Inc.
1501 Washington Street
Braintree, MA 02184

William J. Geary
c/o Clean Harbors, Inc.
1501 Washington Street
Braintree, MA 02184

Sole Member:

Clean Harbors Disposal Services, Inc.
1501 Washington Street
Braintree, MA 02184

Exhibit 3.37

Clean Harbors Lone Mountain, LLC

CERTIFICATE OF FORMATION

Pursuant to the provisions of Section 18-201 of the Limited Liability Company Act of the State of Delaware (the "Act"), the undersigned, being duly authorized, hereby certifies and states as follows:

1. Name of the Limited Liability Company. The name of the limited liability company formed hereby is Clean Harbors Lone Mountain, LLC (the "LLC").

2. Registered Agent and Office of the LLC. The name of the registered agent of the LLC in the State of Delaware is Capitol Corporate Services, Inc. and the registered office address of the registered agent for the purposes of Section 18-104 of the Act is 32 Loockerman Square, Suite 109, Dover, Kent County, Delaware 19901.

IN WITNESS WHEREOF, the undersigned hereby affirms that the facts stated herein are true, this 30th day of April, 2002.

/s/ C. Michael Malm
C. Michael Malm, Authorized Person

CLEAN HARBORS LONE MOUNTAIN, LLC

LIMITED LIABILITY COMPANY AGREEMENT

LIMITED LIABILITY COMPANY AGREEMENT effective as of May 1, 2002, by and among Eric W. Gerstenberg, Gene A. Cookson, Stephen H. Moynihan, Roger A. Koenecke, Carl Paschetag, and William J. Geary, as Managers; and Clean Harbors, Inc., a Massachusetts corporation, as the sole Member. Certain capitalized terms used herein have the respective meanings set forth in Section 14.01 hereof.

ARTICLE I
CAPITAL CORPORATE SERVICES, INC.,
ORGANIZATION

SECTION 1.01 Formation of the Company. Clean Harbors Lone Mountain, LLC (the "Company") has been formed as a limited liability company under the Delaware Limited Liability Company Act *(6 Del. C § 18-101, et seq.)*, as amended from time to time (the "Delaware Act"), through the filing of the Certificate with the Delaware Secretary of State on the effective date of this Agreement. The parties hereto agree to conduct the business of the Company in accordance with the provisions of the Act and of this Agreement.

SECTION 1.02 Name, Registered Office, and Maintenance of Books and Records. The name of the Company is "Clean Harbors Lone Mountain, LLC." The initial address of the Company's registered office in Delaware is 32 Lookerman Square, Suite 109, Dover, Dent County, Delaware 19901, and its initial agent at such address for service of process is Capitol Corporate Services, Inc. The Company's books and records shall be maintained at c/o Clean Harbors, Inc., 1501 Washington Street, Braintree, Massachusetts 02184. A Majority of the Managers may change the location at which the Company's books and records shall be maintained to such other location within the United States as such Managers may determine at any time, upon written notice to the Member stating such new location. A Majority of the Managers may also change the Company's registered agent from time to time in their sole discretion.

SECTION 1.03 Purposes. The purposes and objectives of the Company are to own, lease, manage and/or operate a licensed hazardous waste facility, to provide environmental services, and to engage in any other lawful activities allowed to be conducted by a limited liability company.

SECTION 1.04 Powers. Subject to the terms of this Agreement, and consistent with the purposes stated in Section 1.03 hereof, the Company shall have the following powers: (i) to enter into all agreements and engage in all activities and transactions necessary or advisable to carry out the Company's purposes; and (ii) to have all other powers available to it as a limited liability company organized under the laws of the State of Delaware. Without limitation of the foregoing, the Company shall have the powers: to acquire and dispose of assets and other property; to act as a general partner, limited partner, manager and/or member of any other Person; negotiate, enter into, and modify agreements including, without limitation, partnership

agreements, limited liability company agreements, and leases or subleases of any real estate or personal property; to incur obligations for and in connection with its business; to borrow money and provide guarantees for the obligations of other Persons and, if required by any lender, as security therefor to mortgage, pledge and grant security interests in all or any part of the assets and other property owned by the Company; to repay, in whole or in part, refinance, consolidate, recast, increase, modify or extend any loans which may affect any of the assets and other property owned by the Company; and to execute any and all other documents and instruments and exercise all powers necessary or appropriate to carry out the business of the Company.

ARTICLE II

CONDUCT AND MANAGEMENT OF THE LLC

SECTION 2.01 Managers. Except as otherwise provided in this Agreement for actions which require or permit approval by the sole Member, the business of the Company shall be under the control of the Managers. The names and current addresses of the initial Managers are as described in Schedule A hereto. One or more substitute or additional Managers may be elected at any time in the future by the sole Member. Each of the original Managers and any such substitute or additional Managers shall serve as a Manager until either (i) his voluntary resignation as a Manager, or (ii) his removal as a Manager with or without cause at any time by a Majority of the Managers or the sole Member. The Managers shall not be required to make any Capital Contributions to the Company.

SECTION 2.02 Officers.

(a) In order to facilitate the day-to-day operation of the Company's business, the Company shall have the following Officers: a President, Senior Vice Presidents, a Treasurer and a Secretary, and any such additional Officers as a Majority of the Managers may from time to time deem appropriate. The President shall be a Manager, but none of the other Officers need be a Manager. Unless otherwise determined from time to time by a Majority of the Managers or by the sole Member, Eric W. Gerstenberg shall be the President, Steven H. Moynihan shall be a Senior Vice President and an Assistant Treasurer, Roger Koenecke shall be a Senior Vice President, Carl Paschetag shall be the Treasurer, William J. Geary shall be a Vice President and the Assistant Secretary, and C. Michael Malm shall be Secretary. Unless otherwise determined from time to time by a Majority of the Managers or the sole Member, the President shall be the chief executive officer of the LLC, the Treasurer shall be responsible for maintaining the funds and financial books and records of the LLC, and the Secretary shall be responsible for maintaining the records of actions (whether by written consent or meeting) of the Managers and of the sole Member and the other non-financial records of the LLC. Each of the Officers of the LLC may be removed (and his successors elected) at any time by a Majority of the Managers or the sole Member.

(b) Except as may otherwise be determined from time to time by a Majority of the Managers or the sole Member, the Managers hereby delegate to the President and any Senior Vice President then in office full authority to act on behalf of the LLC. Except as may otherwise be determined from time to time by a Majority of the Managers or the sole Member, each of the President and Senior Vice Presidents shall have, without further approval or consent of any of

the other Managers or the sole Member, full authority: to acquire and dispose of assets and other property on behalf of the LLC; to negotiate, enter into, execute or modify agreements on behalf of the LLC including, without limitation, partnership agreements, limited liability company agreements, and leases or subleases of any real estate or personal property; to incur obligations for and on behalf of the LLC for and in connection with its business; to borrow money and provide guarantees for the obligations of other Persons and, if required by any lender, as security therefor to mortgage, pledge and grant security interests in all or any part of the assets and other property owned by the Company; to repay, in whole or in part, refinance, consolidate, recast, increase, modify or extend any loans which may affect any of the assets and other property owned by the Company; and to execute any and all other documents and instruments and exercise all powers necessary or appropriate to carry out the business of the Company.

SECTION 2.03 Authorization.

(a) Every contract, agreement, and other instrument executed on behalf of the Company by any Manager, the President or any Senior Vice President, or by another Officer of the Company, if such execution is authorized by a Majority of the Managers, shall be conclusive evidence in favor of every person or entity relying thereon or claiming thereunder that at the time of the delivery thereof (i) the Company was in existence, (ii) this Agreement had not been terminated or canceled or amended in any manner so as to restrict such authority (except as shown in the Certificate or other instrument duly filed with the Secretary of State of the State of Delaware), and (iii) the execution and delivery of such instrument were duly authorized by the Managers and/or the sole Member to the extent required.

(b) Any person or entity dealing with the Company may always rely on a certificate signed by any Manager, the President, any Senior Vice President, the Secretary or an Assistant Secretary:

(i) as to who are the Managers, the Officers or the Member of the Company,

(ii) as to the existence or nonexistence of any fact or facts which (A) constitute conditions precedent to acts by the Company, or (B) are in any other manner germane to the affairs of the Company,

(iii) as to who is authorized to execute and deliver any instrument or document on behalf of the Company,

(iv) as to the authenticity of any copy of this Agreement and amendments thereto, or

(v) as to any act or failure to act by the Company, or as to any other matter whatsoever involving the Company or any Manager or Officer or Member of the Company.

SECTION 2.04 Actions by Managers or the Sole Member. Approval of any action by the Company which under the terms of this Agreement requires approval by a Majority of the Managers may be granted either by a written consent signed by a Majority of the Managers or by an affirmative vote of a Majority of the Managers at a meeting held for such purpose either with or without prior notice. Any Manager may participate in any such meeting by telephone if all

Managers participating in any such meeting shall be able to hear the other participating Managers. The participation of a Majority of the Managers shall constitute a quorum for all purposes. If any action is approved by a Majority of the Managers but any Manager shall not sign any written consent by which, or shall not participate in any meeting at which, such approval was granted, the Secretary of the Company shall promptly provide to such Manager following the date of such written consent or meeting a copy of such written consent or minutes of such meeting. Any action taken by the sole Member under the terms of this Agreement shall be by written consent of the sole Member.

SECTION 2.05 Duty of Care. The sole Member acknowledges that decisions concerning the Company's activities will involve the exercise of judgment and a risk of loss. The Managers, the Officers and their Affiliates shall not be liable to the Company or the Member for any loss suffered by the Company or the Member which arises out of any action or omission of a Manager, an Officer or any Affiliate of a Manager or an Officer, provided that (i) such Manager, Officer or Affiliate determined, in good faith, that such course of conduct was in, or not opposed to, the best interest of the Company or was otherwise permitted by this Agreement, and (ii) such course of conduct did not constitute gross negligence or willful malfeasance, a material breach of this Agreement, or an intentional violation of federal or state law by such Manager, Officer or Affiliate. The Managers, the Officers, and their Affiliates shall not be liable for the negligence, whether of omission or commission, dishonesty or bad faith of any employee, broker or other agent of the Company selected by the Managers or the Officers with reasonable care. Furthermore, the Managers, the Officers, and their Affiliates shall be entitled to indemnification by the Company to the extent provided in Article X hereof.

ARTICLE III

MEMBER

SECTION 3.01 Name, Address, and Capital Contribution. The name and current address of the sole Member are as described in Schedule A hereto. On and after the date of this Agreement, the Member shall make to the Company either in cash or in other tangible or intangible property such Capital Contributions as shall be determined by the Member. The Treasurer shall record the Member's Capital Contributions on the financial records of the Company.

SECTION 3.02 Limited Liability. In accordance with the Delaware Act, the liability of the Member to the Company and its creditors shall be limited to (i) any unpaid Capital Contribution which the Member has agreed to make to the Company; (ii) the amount of any distribution previously received from the Company which the Member may be required to return to the Company pursuant to Section 18-607(b) of the Delaware Act; and (iii) the unpaid balance of any other payments (if any) that the Member expressly is required, pursuant to this Agreement, to make to the Company.

SECTION 3.03 No Control of Company. Except as otherwise provided in this Agreement, the Member, in its capacity as such, shall not take part in the management or control of the affairs of the Company, or undertake any transactions on behalf of the Company, or have any power to sign for or otherwise to bind the Company.

SECTION 3.04 Dissolution, Liquidation or Bankruptcy. The dissolution, liquidation or bankruptcy of the Member shall not result in the termination of the Company, but the rights of the Member under this Agreement shall accrue to the Member's successors, estate or legal representatives. Except as expressly provided in this Agreement, no other event affecting the Member (including but not limited to insolvency) shall affect this Agreement.

ARTICLE IV

EXPENSES AND COMPENSATION

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SECTION 7.02 Dissolution Upon Sale of Assets. The Company shall be dissolved in the event of the sale or distribution by the Company of all or substantially all of the assets of the Company.

SECTION 7.03 Dissolution by Written Consent of Member. The sole Member may dissolve the Company at any time by written consent executed by the Member and a copy of which shall be provided to the Managers.

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LIQUIDATION OF THE COMPANY

SECTION 8.01 General Provisions. Following the dissolution of the Company in accordance with Article VII hereof, the Company's assets shall be liquidated in an orderly manner. The Managers (or, at the Managers' election, another Person selected by a Majority of the Managers) shall be the liquidator to wind up the affairs of the Company pursuant to this Agreement.

SECTION 8.02 Liquidating Distributions. The liquidator shall pay or provide for the satisfaction of the Company's liabilities and obligations to creditors. Any Net Profit or Net Loss realized in connection with the liquidation of the Company shall be allocated to the Member pursuant to Article VI hereof, and the remaining assets of the Company shall then be distributed to the Member. In performing its duties, the liquidator is authorized to sell, exchange or otherwise dispose of the assets of the Company in such reasonable manner as the liquidator shall determine to be in the best interest of the Company and the Member.

SECTION 8.03 Expenses of Liquidator. The expenses incurred by the liquidator in connection with winding up the Company, and all other losses or liabilities of the Company incurred in accordance with the terms of this Agreement, shall be borne by the Company.

SECTION 8.04 Duration of Liquidation. A reasonable time shall be allowed for the winding up of the affairs of the Company in order to minimize any losses otherwise associated with such a winding up.

SECTION 8.05 Duty of Care. The liquidator shall not be liable to the Company or the Member for any loss attributable to any act or omission of the liquidator in good faith and in a manner such liquidator reasonably believed to be in, or not opposed to, the best interests of the Company in connection with the liquidation of the Company and distribution of its assets and provided that such act or omission did not constitute gross negligence, willful misconduct or a material breach of this Agreement. The liquidator may consult with counsel, investment banking firms, consultants and accountants with respect to liquidating the Company and distributing its assets and may act or omit to act in accordance with the advice of such counsel, investment banking firms, consultants or accountants, provided they shall have been selected with reasonable care.

SECTION 8.06 No Liability for Return of Capital. The liquidator(s), the Managers and their respective officers, directors, agents and Affiliates shall not be personally liable for the return of the Capital Contribution of the Member to the Company.

ARTICLE IX

TRANSFER OF INTERESTS

SECTION 9.01 Limitation on Transfer of Rights and Obligations of Managers. The Managers shall not assign, pledge, mortgage, hypothecate, sell or otherwise dispose of or encumber all or any part of their rights or obligations under this Agreement without the prior written consent of the Member.

SECTION 9.02 Transfer of Member Interests. Except as may otherwise be required to comply with applicable federal and state laws, the sole Member shall have the right to transfer all or any part of its interests in the Company by delivery to the Company of an assignment in writing duly executed by the Member.

ARTICLE X

INDEMNIFICATION

SECTION 10.01 General Provisions.

(a) Subject to the limitations set forth below in this Article X, each of the Managers, the Officers, the Affiliates of the Managers and the Officers, and the liquidator (if any), (each such Person being referred to hereafter as an "Indemnitee"), shall be indemnified by the Company (but only out of Company assets, including the proceeds of liability insurance) against any claim, demand, controversy, dispute, cost, loss, damage, expense (including attorneys' fees), judgment and/or liability incurred by or imposed upon the Indemnitee in connection with any action, suit or proceeding (including any proceeding before any administrative or legislative body or agency), to which the Indemnitee shall become a party or shall be threatened to become a party, by reason of the Indemnitee's being at the time the cause of action arose or thereafter, a Manager, an Officer, an Affiliate of a Manager or an Officer,, a liquidator (if any), or a director, officer, member, partner, employee, consultant or other agent of any other organization in which the Company owns an interest, which other organization the Indemnitee serves or has served as director, officer, manager, member, partner, employee, consultant or other agent at the request of the Company (whether or not the Indemnitee continues to serve in such capacity at the time such action, suit or proceeding is brought or threatened). Each Indemnitee may be entitled to such indemnification notwithstanding that the Company has sold, assigned, distributed or otherwise transferred its investment in such other organization prior to the time that such action, suit or proceeding is brought or threatened.

(b) The Indemnitee shall not be indemnified with respect to matters as to which the Indemnitee shall have been finally adjudicated in any such action, suit or proceeding (i) not to have acted in good faith and in the reasonable belief that the Indemnitee's action was in accordance with such Person's obligations to the Company or to have acted with gross negligence or a willful disregard of his duties, or in breach of his fiduciary obligations, or (ii) with respect to any criminal action or proceeding, not to have had cause to believe beyond any reasonable doubt the Indemnitee's conduct was criminal. In the event of settlement of any action, suit or proceeding brought or threatened, the indemnification provided for in this Article X shall

apply to all matters covered by the settlement except for matters as to which the Company is advised by counsel (who may be counsel regularly retained to represent the Company) that the Person seeking indemnification, in the opinion of such counsel, did not act in good faith or acted with gross negligence or a willful disregard of such Person's duties, or in breach of such Person's fiduciary obligations, or, with respect to any criminal action or proceeding, that the Person seeking indemnification had reasonable cause to believe such Person's conduct was criminal.

(c) The right of indemnification provided for in this Article X shall be in addition to any rights to which any Indemnitee may otherwise be entitled and shall inure to the benefit of the executors, administrators, personal representatives, successors or assigns of each such Indemnitee. Such Indemnitee shall first use reasonable efforts to pursue other readily available sources of indemnification before pursuing a claim for indemnification against the Company under this Article X.

SECTION 10.02 Advance Payment of Expenses. The Company shall pay the expenses incurred by an Indemnitee in defending a civil or criminal action, suit or proceeding, or in opposing any claim arising in connection with any potential or threatened civil or criminal action, suit or proceeding, in advance of the final disposition of such action, suit or proceeding, upon receipt of an undertaking by such Indemnitee satisfactory to the Managers to repay such payment if he shall be determined to be not entitled to indemnification therefor as provided herein; provided, however, that in such instance the Indemnitee is not commencing an action, suit, or proceeding against the Company, or defending an action, suit or proceeding commenced against the Indemnitee by the Company, or opposing a claim by the Company arising in connection with any such potential or threatened action, suit or proceeding.

SECTION 10.03 Insurance. At its election, the Managers may cause the Company to purchase and maintain insurance, at the expense of the Company and to the extent available, for the protection of the Managers, the Officers, the Affiliates of the Managers and the Officers, any liquidator, and the directors, officers, employees, consultants or other agents of any such Person, against any liability incurred by any such Person in any such capacity or arising out of his status as such, whether or not the Company has the power to indemnify such Person against such liability. The Managers may also cause the Company to purchase and maintain insurance for the protection of any officer, director, employee, consultant or other agent of any other organization in which the Company owns an interest or of which the Company is a creditor against similar liabilities, whether or not the Company has the power to indemnify any such Person against such liabilities.

ARTICLE XI

ACCOUNTING; RECORDS AND REPORTS

SECTION 11.01 Fiscal Year. The fiscal year of the Company shall be the calendar year, or such other year as required by the Code.

SECTION 11.02 Keeping of Accounts and Records. At all times the Managers shall cause to be kept proper and complete books of account, in which shall be entered fully and

accurately the transactions of the Company. Such books of account, together with (i) an executed copy of this Agreement (and any amendments hereto); (ii) the Certificate of the Company (and any amendments thereto); (iii) executed copies of any powers of attorney pursuant to which any of the aforesaid documents has been executed; and (iv) financial statements of the Company for each of the prior three years, shall at all times be maintained at the location specified in Section 1.02 hereof.

SECTION 11.03 **Inspection Rights.** Until the liquidation of the Company has been completed, the Member may examine the Company's books, records, accounts and assets, including bank balances, and may make, or cause to be made, any audit thereof at the Company's expense.

SECTION 11.04 **Reports.** The Managers shall prepare and transmit to the Member at the Company's expense such financial and other reports as shall be determined from time to time by the Member.

ARTICLE XII

WAIVER AND AMENDMENT

SECTION 12.01 **Waiver and Amendment.** Except for any waiver or amendment of the provisions of Sections 2.5 and 10.01 through 10.03 hereof which would adversely affect any Manager (or any Affiliate of a Manager), the terms and provisions of this Agreement may be waived, modified, terminated or amended at any time by the sole Member. The sole Member shall not waive or amend any provision of Sections 2.05 or 10.01 through 10.03 hereof in such a manner as would adversely affect any Manager (or any Affiliate of a Manager) without the written consent of such Manager.

ARTICLE XIII

GENERAL PROVISIONS

SECTION 13.01 **Notices.** Except where otherwise specifically provided in this Agreement, all notices, requests, consents, approvals and statements shall be in writing and shall be deemed to have been properly given by (i) personal delivery, (ii) first class mail, postage prepaid, (iii) electronic facsimile transmission, or (iv) courier service, addressed in each case: if to the Company, at the address where the Company's books and records are maintained as specified in Section 1.02 hereof; if to a Manager, at such Manager's address set forth in Schedule A; and if to the Member, to the Member's address set forth in Schedule A, or, in each case, to such other address or addresses (and/or by e-mail or other manner of delivery) as the addressee may have specified by written notice as aforesaid.

SECTION 13.02 **Binding on Successors**. This Agreement shall be binding upon and inure to the benefit of the respective heirs, successors, assigns and legal representatives of the parties hereto.

SECTION 13.03 **Counterparts.** This Agreement or any amendment hereto may be signed in any number of counterparts, each of which shall be an original, but all of which taken together shall constitute one agreement (or amendment, as the case may be).

SECTION 13.04 **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware.

SECTION 13.05 **Construction.** Whenever the content of this Agreement permits, the masculine gender shall include the feminine and neuter genders, and reference to singular or plural shall be interchangeable with the other. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the other provisions, and this Agreement shall be construed and reformed in all respects as if any such invalid or unenforceable provision(s) were omitted in order to give effect to the intent and purposes of this Agreement. References in this Agreement to particular sections of the Code or the Delaware Act shall be deemed to refer to such sections or provisions of the Code or the Delaware Act (or any successor legislation) as they may be amended after the date of this Agreement.

ARTICLE XIV

CERTAIN DEFINITIONS

SECTION 14.01 **Certain Definitions**. For purposes of this Agreement, the following terms have the respective meanings set forth below:

"Affiliate " means, with respect to the Person to which it refers, a Person that either (i) directly or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with, such Person or (ii) is the successor or assign to such Person.

"Agreement" means this Limited Liability Company Agreement, as it may be subsequently amended or restated in accordance with its terms.

"Capital Contribution " means the aggregate amount of cash or other property contributed by the Member to the Company pursuant to this Agreement.

"Certificate " means the certificate of formation of the Company and any amendments or restatements thereof as filed with the Delaware Secretary of State under the Delaware Act.

"Code " means the United States Internal Revenue Code of 1986 and the rules and regulations promulgated thereunder, as amended from time to time, or any successor statute thereto.

"Delaware Act" means the Delaware Limited Liability Company Act, as amended from time to time.

"Distributable Cash " means all cash of the Company that the Managers determine is available for distribution to the Member after the payment or provision for payment by the Company of all expenses incurred by the Company and in collecting any amounts then owed to the Company and so attributable.

"Indemnitee " shall have the meaning set forth in Section 10.01.

"Majority of the Managers" means (i) at least four of the Managers if there are then six Managers, (ii) at least three of the Managers if there are then five or four Managers, (iii) at least two of the Managers if there are then three Managers, and (ii) both of the Managers if there are then only two Managers.

"Manager" means each of the Persons then serving as a Manager of the Company in accordance to Section 2.01 hereof, in his capacity as a Manager of the LLC.

"Member" means Clean Harbors, Inc., a Massachusetts corporation.

"Net Profit" or "Net Loss " means, with respect to any fiscal year, the sum of the Company's: (a) net profit or loss as determined in accordance with the Code and the Regulations thereunder, and (b) any income exempt from federal income tax, after deduction of all expenses properly chargeable to the Company for such fiscal year (whether deductible or non-deductible and whether described in Section 705(a)(2)(B) of the Code, treated as so described pursuant to Treasury Regulations Section 1.704-1(b)(2)(iv)(i), or otherwise). For this purpose, Net Profit or Net Loss shall be determined in accordance with tax accounting principles rather than generally accepted accounting principles, and any expenses required to be capitalized and included in the Company's adjusted tax basis in any asset or which reduce the amount realized by the Company on the disposition of any asset shall be disregarded.

"Officers" means the President, the Senior Vice President, the Treasurer, the Secretary, and any such other officers of the Company as shall be elected by a Majority of the Managers or the sole Member in accordance with Section 2.02(a) hereof.

"Person " means any individual, general partnership, limited partnership, limited liability company, corporation, joint venture, trust, business trust, cooperative or association and the heirs, executors, administrators, legal representative, successors and assigns of such Person where the context so admits.

"Treasury Regulations" mean the Regulations promulgated by the United States Department of the Treasury under the Code, as amended.

IN WITNESS WHEREOF, the undersigned have executed this Limited Liability Company Agreement as of the effective date first above written.

MANAGERS:

/s/ Eric W. Gerstenberg
Eric W. Gerstenberg

/s/ Gene A. Cookson
Gene A. Cookson

/s/ Stephen H. Moynihan
Stephen H. Moynihan

/s/ Roger A. Koenecke
Roger A. Koenecke

/s/ Carl Paschetag
Carl Paschetag

/s/ William J. Geary
William J. Geary

MEMBER:

CLEAN HARBORS, INC.

By: /s/ Stephen H. Moynihan
Stephen H. Moynihan
Senior Vice President

CLEAN HARBORS LONE MOUNTAIN, LLC

SCHEDULE A

Name and Address

Managers:

Eric W. Gerstenberg
c/o Clean Harbors, Inc.
1501 Washington Street
Braintree, MA 02184

Gene A. Cookson
c/o Clean Harbors, Inc.
1501 Washington Street
Braintree, MA 02184

Stephen H. Moynihan
c/o Clean Harbors, Inc.
1501 Washington Street
Braintree, MA 02184

Roger A. Koenecke
c/o Clean Harbors, Inc.
1501 Washington Street
Braintree, MA 02184

Carl Paschetag
c/o Clean Harbors, Inc.
1501 Washington Street
Braintree, MA 02184

William J. Geary
c/o Clean Harbors, Inc.
1501 Washington Street
Braintree, MA 02184

Sole Member:

Clean Harbors, Inc.
1501 Washington Street
Braintree, MA 02184

Exhibit 3.38

CERTIFICATE OF INCORPORATION

OF

CLEAN HARBORS LONE STAR CORP.

THE UNDERSIGNED, for the purpose of forming a corporation pursuant to the provisions of the General Corporation Law of the State of Delaware, does hereby certify as follows:

FIRST: The name of the corporation is: Clean Harbors Lone Star Corp. (the "Corporation").

SECOND: The address of the Corporation's registered office in the State of Delaware is 32 Loockerman Square, Suite 109, Dover, Kent County, Delaware 19901, and the name of the Corporation's registered agent at such address is Capitol Corporate Services, Inc.

THIRD: The purpose for which the Corporation is organized is to engage in any lawful act or activity for which a corporation may be organized under the General Corporation Law of the State of Delaware.

FOURTH: The total number of shares of capital stock which the Corporation shall have authority to issue is 3,000 shares of common stock, $.01 par value per share.

FIFTH: The name and mailing address of the incorporator are as follows:

Name	Address
C. Michael Malm	c/o Davis, Malm & D'Agostine, P.C. One Boston Place, 37th Floor Boston, MA 02108

SIXTH: The Corporation is to have perpetual existence.

SEVENTH: The management of the business and the conduct of the affairs of the Corporation shall be vested in its Board of Directors. The Directors shall have the power to adopt, amend or repeal the By-Laws of the Corporation. Election of Directors need not be by written ballot unless the By-Laws of the Corporation so provide.

EIGHTH: No director of the Corporation shall be personally liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, except for liability (i) for any breach of the director's duty of loyalty to the Corporation or its stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) under Section 174 of the Delaware General Corporation Law,

or (iv) for any transaction from which the director derived an improper personal benefit. If the Delaware General Corporation Law is amended to authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of a director of the Corporation shall be eliminated or limited to the fullest extent permitted by the Delaware General Corporation Law as so amended from time to time. Any repeal or modification of this paragraph shall not increase the personal liability of any director of the Corporation for any act or occurrence taking place prior to such repeal or modification, or otherwise, or otherwise adversely affect any right or protection of a director of the Corporation existing hereunder prior to the time of such repeal or modification.

NINTH: The Corporation shall, to the fullest extent permitted under the Delaware General Corporation Law, as amended from time to time, indemnify and hold harmless each of its directors, officers, employees and agents (each an "Indemnified Party") from and against all expenses (including, without limitation, attorney's fees and expenses), liabilities, judgments, fines and amounts paid or otherwise due in respect of any action, suit or proceeding in which such Indemnified Party may be involved or with which he may be threatened, as a party or otherwise, whether or not he continues to be such at the time such expenses and liabilities shall have been imposed or incurred, by reason of his actions or omissions in connection with services rendered directly or indirectly to the Corporation, such indemnification to include prompt payment of expenses in advance of the final disposition of any such action, suit or proceeding.

IN WITNESS WHEREOF, the undersigned has caused this Certificate of Incorporation to be executed this 8th day of May, 2002.

/s/ C. Michael Malm
C. Michael Malm, Incorporator

BY-LAWS

OF

CLEAN HARBORS LONE STAR CORP.

Article I. Offices.

Section 1. Registered Office. The registered office of the Corporation shall be at Capitol Corporate Services , Inc., 32 Loockerman Square, Suite 109, in the City of Dover, County of Kent, State of Delaware 19901.

Section 2. Additional Offices. The Corporation may also have offices at such other places, both within and without the State of Delaware, as the Board of Directors may from time to time determine or as the business of the Corporation may require.

Article II. Meetings of Stockholders.

Section 1. Time and Place. A meeting of stockholders for any purpose may be held at such time and place within or without the State of Delaware as shall be stated in the notice of the meeting or in a duly executed waiver of notice thereof.

Section 2. Annual Meeting. Annual meetings of stockholders shall be held on the second Monday of March if not a legal holiday, or, if a legal holiday, then on the next secular day following, at 10:00 a.m., or at such other date and time as shall, from time to time, be designated by the Board of Directors and stated in the notice of the meeting. At such annual meetings, the stockholders shall elect a Board of Directors and transact such other business as may properly be brought before the meetings.

Section 3. Notice of Annual Meeting. Written notice of the annual meeting, stating the place, date, and time thereof, shall be given to each stockholder entitled to vote at such meeting not less than ten (unless a longer period is required by law) nor more than sixty days prior to the meeting.

Section 4. Special Meetings. Special meetings of the stockholders may be called at any time only by the directors, the President or by one or more stockholders who hold at least one-tenth part interest of the capital stock entitled to vote thereof. Such request shall state the purpose of the proposed meeting.

Section 5. Notice of Special Meeting. Written notice of a special meeting, stating the place, date, and time thereof and the purpose or purposes for which the meeting is called, shall be given to each stockholder entitled to vote at such meeting not less than ten (unless a longer period is required by law) nor more than sixty days prior to the meeting.

Section 6. List of Stockholders. The transfer agent or the officer in charge of the stock ledger of the Corporation shall prepare and make, at least ten days before every meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least ten days prior to the meeting, at a place within the city where the meeting is to be held, which place, if other than the place of the meeting, shall be specified in the notice of the meeting. The list shall also be produced and kept at the place of the meeting during the whole time thereof and may be inspected by any stockholder who is present in person thereat.

Section 7. Presiding Officer and Order of Business.

(a) Meetings of stockholders shall be presided over by the Chairman of the Board. If he is not present or there is none, they shall be presided over by the President, or, if he is not present or there is none, by a Vice President, or, if he is not present or there is none, by a person chosen by the Board of Directors, or, if no such person is present or has been chosen, by a chairman to be chosen by the stockholders owning a majority of the shares of capital stock of the Corporation issued and outstanding and entitled to vote at the meeting and who are present in person or represented by proxy. The Secretary of the Corporation, or, if he is not present, an Assistant Secretary, or, if he is not present, a person chosen by the Board of Directors, shall act as Secretary at meetings of stockholders; if no such person is present or has been chosen, the stockholders owning a majority of the shares of capital stock of the Corporation issued and outstanding and entitled to vote at the meeting who are present in person or represented by proxy shall choose any person present to act as secretary of the meeting.

(b) The following order of business, unless otherwise determined at the meeting, shall be observed as far as practicable and consistent with the purposes of the meeting:

(1) Call of the meeting to order.
(2) Presentation of proof of mailing of the notice of the meeting and, if the meeting is a special meeting, the call thereof.
(3) Presentation of proxies.
(4) Announcement that a quorum is present.
(5) Reading and approval of the minutes of the previous meeting.
(6) Reports, if any, of officers.
(7) Election of directors, if the meeting is an annual meeting or a meeting called for that purpose.
(8) Consideration of the specific purpose or purposes, other than the election of directors, for which the meeting has been called, if the meeting is a special meeting.
(9) Transaction of such other business as may properly come before the meeting.
(10) Adjournment.

Section 8. Quorum and Adjournments. The presence in person or representation by proxy of the holders of a majority of the shares of the capital stock of the Corporation issued and outstanding and entitled to vote shall be necessary to, and shall constitute a quorum for, the transaction of business at all meetings of the stockholders, except as otherwise provided by statute or by the Certificate of Incorporation. If, however, a quorum shall not be present or represented at any meeting of the stockholders, the stockholders entitled to vote thereat who are present in person or represented by proxy shall have the power to adjourn the meeting from time to time until a quorum shall be present or represented. If the time and place of the adjourned meeting are announced at the meeting at which the adjournment is taken, no further notice of the adjourned meeting need be given. Even if a quorum shall be present or represented at any meeting of the stockholders, the stockholders entitled to vote thereat who are present in person or represented by proxy shall have the power to adjourn the meeting from time to time for good cause to a date that is not more than thirty days after the date of the original meeting. Further notice of the adjourned meeting need not be given if the time and place thereof are announced at the meeting at which the adjournment is taken. At any adjourned meeting at which a quorum is present in person or represented by proxy, any business may be transacted that might have been transacted at the meeting as originally called. If the adjournment is for more than thirty days, or if, after the adjournment, a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder of record entitled to vote thereat.

Section 9. Voting.

(a) At any meeting of the stockholders, every stockholder having the right to vote shall be entitled to vote in person or by proxy. Except as otherwise provided by law or the Certificate of Incorporation, each stockholder of record shall be entitled to one vote for each share of capital stock registered in his name on the books of the Corporation.

(b) All elections shall be determined by a plurality vote, and, except as otherwise provided by law or the Certificate of Incorporation, all other matters shall be determined by a vote of a majority of the shares present in person or represented by proxy and voting on such other matters.

Section 10. Action by Consent. Any action required or permitted by law or the Certificate of Incorporation to be taken at any meeting of stockholders may be taken without a meeting, without prior notice if a written consent, setting forth the action so taken, shall be signed by the holders of outstanding stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present or represented by proxy and voted. Such written consent shall be filed with the minutes of the meetings of stockholders. Prompt notice of the taking of the corporate action without a meeting by less than unanimous written consent shall be given to those stockholders who have not consented in writing thereto.

Article III. Directors.

Section 1. General Powers, Number, and Tenure. The business of the Corporation shall be managed by its Board of Directors, which may exercise all powers of the Corporation and perform all lawful acts that are not by law, the Certificate of Incorporation, or these By-laws directed or required to be exercised or performed by the stockholders. The number of directors shall be determined by the Board of Directors; if no such determination is made, the number of directors shall be one. The directors shall be elected at the annual meeting of the stockholders, except as provided in Section 2 of this Article, and each director elected shall hold office until the next annual meeting and until his successor is elected and shall qualify. Directors need not be stockholders.

Section 2. Vacancies. If any vacancies occur in the Board of Directors, or there is an increase in the authorized number of directors, they may be filled by a majority of the directors then in office, or by a sole remaining director. Each director so chosen shall hold office until such director's successor is elected and qualified, or until such director's earlier death, resignation or removal. If there are no directors in office, any officer may call a special meeting of stockholders in accordance with the provisions of the Certificate of Incorporation or these By-laws, at which meeting such vacancies shall be filled.

Section 3. Removal or Resignation.

(a) except as otherwise provided by law or the Certificate of Incorporation, any director or the entire Board of Directors may be removed, with or without cause, by the holders of a majority of the shares then entitled to vote in the election of directors.

(b) Any director may resign at any time by giving written notice to the Board of Directors, the Chairman of the Board, if any, or the President or Secretary of the Corporation. Unless otherwise specified in such written notice, a resignation shall take effect on delivery thereof to the Board of Directors or the designated officer. It shall not be necessary for a resignation to be accepted before it becomes effective.

Section 4. Place of Meetings. The Board of Directors may hold meetings, both regular and special, either within or without the State of Delaware.

Section 5. Annual Meeting. The annual meeting of each newly elected Board of Directors shall be held immediately following the annual meeting of stockholders, and no notice of such meeting shall be necessary to the newly elected directors in order to constitute the meeting legally, provided a quorum shall be present.

Section 6. Regular Meetings. Additional regular meetings of the Board of Directors may be held without notice of such time and place as may be determined from time to time by the Board of Directors.

Section 7. Special Meetings. Special meetings of the Board of Directors may be called by the Chairman of the Board, the President, or by two or more directors on at least two days' notice to each director, if such notice is delivered personally or sent by telegram, or on at least three days' notice if sent by mail. Special meetings shall be called by the Chairman of the Board, President, Secretary, or two or more directors in like manner and on like notice on the written request of one-half or more of the number of directors then in office. Any such notice need not state the purpose or purposes of such meeting, except as provided in Article XI.

Section 8. Quorum and Adjournments. At all meetings of the Board of Directors, a majority of the directors then in office shall constitute a quorum for the transaction of business, and the act of a majority of the directors present at any meeting at which there is a quorum shall be the act of the Board of Directors, except as may be otherwise specifically provided by law or the Certificate of Incorporation. If a quorum is not present at any meeting of the Board of Directors, the directors present may adjourn the meeting from time to time, without notice other than announcement at the meeting at which the adjournment is taken, until a quorum shall be present.

Section 9. Compensation. Directors shall be entitled to such compensation for their services as directors and to such reimbursement for any reasonable expenses incurred in attending directors' meetings as may from time to time be fixed by the Board of Directors. The compensation of directors may be on such basis as is determined by the Board of Directors. Any director may waive compensation for any meeting. Any director receiving compensation under these provisions shall not be barred from serving the Corporation in any other capacity and receiving compensation and reimbursement for reasonable expenses for such other services.

Section 10. Action by Consent. Any action required or permitted to be taken at any meeting of the Board of Directors may be taken without a meeting, and without prior notice, if a written consent to such action is signed by all members of the Board of Directors and such written consent is filed with the minutes of its proceedings.

Section 11. Meetings by Telephone or Similar Communications Equipment. The Board of Directors may participate in a meeting by conference telephone or similar communications equipment by means of which all directors participating in the meeting can hear each other, and participation in such a meeting shall constitute presence in person by any such director at such meeting.

Article IV. Committees.

Section 1. Executive Committee. The Board of Directors, by resolution adopted by a majority of the whole Board, may appoint an Executive Committee consisting of one or more directors, one of whom shall be designated as Chairman of the Executive Committee. Each member of the Executive Committee shall continue as a member thereof until the expiration of his term as a director or his earlier resignation, unless sooner removed as a member or as a director.

Section 2. Powers. The Executive Committee shall have and may exercise those rights, powers, and authority of the Board of Directors as may from time to time be granted to it by the Board of Directors to the extent permitted by law, and may authorize the seal of the Corporation to be affixed to all papers that may require it.

Section 3. Procedure and Meetings. The Executive Committee shall fix its own rules of procedure and shall meet at such times and at such place or places as may be provided by such rules or as the members of the Executive Committee shall fix. The Executive Committee shall keep regular minutes of its meetings, which it shall deliver to the Board of Directors from time to time. The Chairman of the Executive Committee or, in his absence, a member of the Executive Committee chosen by a majority of the members present, shall preside at meetings of the Executive Committee; and another member chosen by the Executive Committee shall act as Secretary of the Executive Committee.

Section 4. Quorum. A majority of the Executive Committee shall constitute a quorum for the transaction of business, and the affirmative vote of a majority of the members present at any meeting at which there is a quorum shall be required for any action of the Executive Committee; provided, however, that when an Executive Committee of one member is authorized under the provisions of Section 1 of this Article, that one member shall constitute a quorum.

Section 5. Other Committees. The Board of Directors, by resolutions adopted by a majority of the whole Board, may appoint such other committee or committees as it shall deem advisable and with such rights, power, and authority as it shall prescribe. Each such committee shall consist of one or more directors.

Section 6. Committee Changes. The Board of Directors shall have the power at any time to fill vacancies in, to change the membership of, and to discharge any committee.

Section 7. Compensation. Members of any committee shall be entitled to such compensation for their services as members of the committee and to such reimbursement for any reasonable expenses incurred in attending committee meetings as may from time to time be fixed by the Board of Directors. Any member may waive compensation for any meeting. Any committee member receiving compensation under these provisions shall not be barred from serving the Corporation in any other capacity and from receiving compensation and reimbursement of reasonable expenses for such other services.

Section 8. Action by Consent. Any action required or permitted to be taken at any meeting of any committee of the Board of Directors may be taken without a meeting if a written consent to such action is signed by all members of the committee and such written consent is filed with the minutes of its proceedings.

Section 9. Meetings by Telephone or Similar Communications Equipment. The members of any committee designated by the Board of Directors may participate in a meeting of

such committee by conference telephone or similar communications equipment by means of which all persons participating in such meeting can hear each other, and participation in such a meeting shall constitute presence in person by any such committee member at such meeting.

Article V. Notices.

Section 1. Form and Delivery. Whenever a provision of any law, the Certificate of Incorporation, or these By-laws requires that notice be given to any director or stockholder, it shall not be construed to require personal notice unless so specifically provided, but such notice may be given in writing, by mail addressed to the address of the director or stockholder as it appears on the records of the Corporation, with postage prepaid. These notices shall be deemed to be given when they are deposited in the United States mail. Notice to a director may also be given personally or by telephone or by telegram sent to his address as it appears on the records of the Corporation.

Section 2. Waiver. Whenever any notice is required to be given under the provisions of any law, the Certificate of Incorporation, or these By-laws, a written waiver thereof signed by the person entitled to said notice, whether before or after the time stated therein, shall be deemed to be equivalent to such notice. In addition, any stockholder who attends a meeting of stockholders in person or is represented at such meeting by proxy, without protesting at the commencement of the meeting the lack of notice thereof to him, or any director who attends a meeting of the Board of Directors without protesting at the commencement of the meeting of the lack of notice, shall be conclusively deemed to have waived notice of such meeting.

Article VI. Officers.

Section 1. Designations. The officers of the Corporation shall be chosen by the Board of Directors. The Board of Directors may choose a Chairman of the Board, a President, a Vice President or Vice Presidents, a Secretary, a Treasurer, one or more Assistant Secretaries and/or Assistant Treasurers, and other officers and agents that it shall deem necessary or appropriate. All officers of the Corporation shall exercise the powers and perform the duties that shall from time to time be determined by the Board of Directors. Any number of offices may be held by the same person, unless the Certificate of Incorporation or these By-laws provide otherwise.

Section 2. Term of, and Removal From, Office. At its first regular meeting after each annual meeting of stockholders, the Board of Directors shall choose a President, a Secretary, and a Treasurer. It may also choose a Chairman of the Board, a Vice President or Vice Presidents, one or more Assistant Secretaries and/or Assistant Treasurers, and such other officers and agents as it shall deem necessary or appropriate. Each officer of the Corporation shall hold office until his successor is chosen and shall qualify. Any officer elected or appointed by the Board of Directors may be removed, with or without cause, at any time by the affirmative vote of a majority of the directors then in office. Removal from office, however, shall not

prejudice the contract rights, if any, of the person removed. Any vacancy occurring in any office of the Corporation may be filled for the unexpired portion of the term by the Board of Directors.

Section 3. Compensation. The salaries of all officers of the Corporation shall be fixed from time to time by the Board of Directors, and no officer shall be prevented from receiving a salary because he is also a director of the Corporation.

Section 4. The Chairman of the Board. The Chairman of the Board will preside at all meetings of stockholders and of the Board of Directors.

Section 4(a). Chief Executive Officer. The Chief Executive Officer, subject to the direction of the Board of Directors, shall have general charge of the business, affairs, and property of the Corporation and general supervision over its other officers and agents.

Section 5. The President.

(a) The President, if there is no chief executive officer of the Corporation and, subject to the direction of the Board of Directors, shall have general charge of the business, affairs, and property of the Corporation and general supervision over its other officers and agents. In general, he shall perform all duties incident to the office of President and shall see that all orders and resolutions of the Board of Directors are carried into effect.

(b) Unless otherwise prescribed by the Board of Directors, the President shall have full power and authority to attend, act, and vote on behalf of the Corporation at any meeting of the security holders of other corporations in which the Corporation may hold securities. At any such meeting, the President shall possess and may exercise any and all rights and powers incident to the ownership of such securities that the Corporation might have possessed and exercised if it had been present. The Board of Directors may from time to time confer like powers upon any other person or persons.

Section 6. The Vice President. The Vice President, if any, or in the event there be more than one, the Vice Presidents in the order designated, or in the absence of any designation, in the order of their election, shall, in the absence of the President or in the event of his disability, perform the duties and exercise the powers of the President and shall generally assist the President and perform such other duties and have such other powers as may from time to time be prescribed by the Board of Directors.

Section 7. The Secretary. The Secretary shall attend all meetings of the Board of Directors and the stockholders and record all votes and the proceedings of the meetings in a book to be kept for that purpose. He shall perform like duties for the Executive Committee or other committees, if required. He shall give, or cause to be given, notice of all meetings of stockholders and special meetings of the Board of Directors, and shall perform such other duties as may from time to time be prescribed by the Board of Directors, the Chairman of the Board, or the President, under whose supervision he shall act. He shall have custody of the seal of the Corporation, and he, or an Assistant Secretary, shall have authority to affix it to any instrument

requiring it, and, when so affixed, the seal may be attested by his signature or by the signature of the Assistant Secretary. The Board of Directors may give general authority to any other officer to affix the seal of the Corporation and to attest the affixing thereof by his signature.

Section 8. The Assistant Secretary. The Assistant Secretary, if any, or in the event there be more than one, the Assistant Secretaries in the order designated, or in the absence of any designation, in the order of their election, shall, in the absence of the Secretary or in the event of his disability, perform the duties and exercise the powers of the Secretary and shall perform such other duties and have such other powers as may from time to time be prescribed by the Board of Directors.

Section 9. The Treasurer. The Treasurer shall have custody of the corporate funds and other valuable effects, including securities, and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the Corporation in such depositories as may from time to time be designated by the Board of Directors. He shall disburse the funds of the Corporation in accord with the orders of the Board of Directors, taking proper vouchers for such disbursements, and shall render to the Chairman of the Board, if any, the President, and the Board of Directors, whenever they may require it or at regular meetings of the Board, an account of all his transactions as Treasurer and of the financial condition of the Corporation.

Section 10. The Assistant Treasurer. The Assistant Treasurer, if any, or in the event there shall be more than one, the Assistant Treasurers in the order designated, or in the absence of any designation, in the order of their election, shall, in the absence of the Treasurer or in the event of his disability, perform such other duties and have such other powers as may from time to time be prescribed by the Board of Directors.

Article VII. Indemnification.

Reference is made to Section 145 and any other relevant provisions of the General Corporation Law of the State of Delaware. Particular reference is made to the class of persons, hereinafter called “Indemnitees”, who may be indemnified by a Delaware corporation pursuant to the provisions of such Section 145, namely, any person, or the heirs, executors, or administrators of such person, who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative, by reason of the fact that such person is or was a director, officer, employee, or agent of such corporation or is or was serving at the request of such corporation as a director, officer, employee, or agent of such corporation or is or was serving at the request of such corporation as a director, officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise. The Corporation shall, and is hereby obligated to, indemnify the Indemnitees, and each of them, in each and every situation where the Corporation is obligated to make such indemnification pursuant to the aforesaid statutory provisions. The Corporation shall indemnify the Indemnitees, and each of them, in each and every situation where, under the aforesaid statutory provisions, the Corporation is not obligated,

but is nevertheless permitted or empowered, to make such indemnification, it being understood that, before making such indemnification with respect to any situation covered under this sentence, (i) the Corporation shall promptly make or cause to be made, by any of the methods referred to in Subsection (d) of such Section 145, a determination as to whether each Indemnitee acted in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interests of the Corporation, and, in the case of any criminal action or proceeding, had no reasonable cause to believe that his conduct was unlawful, and (ii) that no such indemnification shall be made unless it is determined that such Indemnitee acted in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interests of the Corporation, and, in the case of any criminal action or proceeding, had no reasonable cause to believe that his conduct was unlawful.

Article VIII. Affiliated Transactions and Interested Directors.

Section 1. Affiliated Transactions. No contract or transaction between the Corporation and one or more of its directors or officers, or between the Corporation and any other corporation, partnership, association, or other organization in which one or more of its directors or officers are directors or officers or have a financial interest, shall be void or voidable solely for this reason, or solely because the director or officer is present at or participates in the meeting of the Board of Directors or committee thereof that authorizes the contract or transaction or solely because his or their votes are counted for such purpose if:

(a) The material facts as to his relationship or interest and as to the contract or transaction are disclosed or are known to the Board of Directors or the committee, and the Board of Directors or committee in good faith authorizes the contract or transaction by the affirmative vote of a majority of the disinterested directors, even though the disinterested directors be less than a quorum; or

(b) The material facts as to his relationship or interest and as to the contract or transaction are disclosed or are known to the stockholders entitled to vote thereon, and the contract or transaction is specifically approved in good faith by the vote of the stockholders; or

(c) The contract or transaction is fair as to the Corporation as of the time it is authorized, approved, or ratified by the Board of Directors, a committee thereof, or the stockholders.

Section 2. Determining Quorum. Common or interested directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee thereof which authorizes the contract or transaction.

Article IX. Stock Certificates.

Section 1. Form and Signatures.

(a) Every holder of stock of the Corporation shall be entitled to a certificate stating the number and class, and series, if any, of shares owned by him, signed by the Chairman of the Board, if any, or the President and the Treasurer or an Assistant Treasurer, or the Secretary or an Assistant Secretary of the Corporation, and bearing the seal of the Corporation. The signatures and the seal may be facsimiles. A certificate may be signed, manually or by facsimile, by a transfer agent or registrar other than the Corporation or its employee. In case any officer who has signed, or whose facsimile signature was placed on, a certificate shall have ceased to be such officer before the certificate is issued, it may nevertheless be issued by the Corporation with the same effect as if he were such officer at the date of its issue.

(b) All stock certificates representing shares of capital stock that are subject to restrictions on transfer or to other restrictions may have imprinted thereon any notation to that effect determined by the Board of Directors.

Section 2. Registration of Transfer. Upon surrender to the Corporation or any transfer agent of the Corporation of a certificate for shares duly endorsed or accompanied by proper evidence of succession, assignment, or authority to transfer, the Corporation or its transfer agent shall issue a new certificate to the person entitled thereto, cancel the old certificate, and record the transaction upon the books of the Corporation.

Section 3. Registered Stockholders.

(a) Except as otherwise provided by law, the Corporation shall be entitled to recognize the exclusive right of a person who is registered on its books as the owner of shares of its capital stock to receive dividends or other distributions and to vote or consent as such owner, and to hold liable for calls and assessments any person who is registered on its books as the owner of shares of its capital stock. The Corporation shall not be bound to recognize any equitable or legal claim to, or interest in, such shares on the part of any other person.

(b) If a stockholder desires that notices and/or dividends shall be sent to a name or address other than the name or address appearing on the stock ledger maintained by the Corporation, or its transfer agent or registrar, if any, the stockholder shall have the duty to notify the Corporation, or its transfer agent or registrar, if any, in writing of his desire and specify the alternate name or address to be used.

Section 4. Record Date. In order that the Corporation may determine the stockholders of record who are entitled to receive notice of, or to vote at, any meeting of stockholders or any adjournment thereof or to express consent to corporate action in writing without a meeting, to receive payment of any dividend or other distribution or allotment of any rights, or to exercise any rights in respect of any change, conversion, or exchange of stock or for the purpose of any lawful action, the Board of Directors may, in advance, fix a date as the record

date for any such determination. Such date shall not be more than sixty nor less than ten days before the date of such meeting, nor more than sixty days prior to the date of any other action. A determination of stockholders of record entitled to notice of, or to vote at, a meeting of stockholders shall apply to any adjournment of the meeting taken pursuant to Section 8 of Article II; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

Section 5. Lost, Stolen, or Destroyed Certificates. The Board of Directors may direct that a new certificate be issued to replace any certificate theretofore issued by the Corporation that, it is claimed, has been lost, stolen, or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate to be lost, stolen, or destroyed. When authorizing the issue of a new certificate, the Board of Directors may, in its discretion and as a condition precedent to the issuance thereof, require the owner of the lost, stolen, or destroyed certificate, or his legal representative, to advertise the same in such manner as it shall require, and/or to give the Corporation a bond in such sum, or other security in such form, as it may direct as indemnity against any claims that may be made against the Corporation with respect to the certificate claimed to have been lost, stolen, or destroyed.

Article X. General Provisions.

Section 1. Dividends. Subject to the provisions of law and the Certificate of Incorporation, dividends upon the outstanding capital stock of the Corporation may be declared by the Board of Directors at any regular or special meeting, and may be paid in cash, in property, or in shares of the Corporation's capital stock.

Section 2. Reserves. The Board of Directors shall have full power, subject to the provisions of law and the Certificate of Incorporation, to determine whether any, and, if so, what part, of the funds legally available for the payment of dividends shall be declared as dividends and paid to the stockholders of the Corporation. The Board of Directors, in its sole discretion, may fix a sum that may be set aside or reserved over and above the paid-in capital of the Corporation as a reserve for any proper purpose, and may, from time to time, increase, diminish, or vary such amount.

Section 3. Fiscal Year. Except as from time to time otherwise provided by the Board of Directors, the fiscal year of the Corporation shall end on December 31 in each year.

Section 4. Seal. The corporate seal shall have inscribed thereon the name of the Corporation, the year of its incorporation, and the words "Corporate Seal" and "Delaware".

Article XI. Amendments.

The Board of Directors shall have the power to alter and repeal these By-laws and to adopt new By-laws by an affirmative vote of a majority of the whole Board, provided that notice of the proposal to alter or repeal these By-laws or to adopt new By-laws must be included in the notice of the meeting of the Board of Directors at which such action takes place.

Exhibit 3.39

Clean Harbors Los Angeles, LLC

CERTIFICATE OF FORMATION

Pursuant to the provisions of Section 18-201 of the Limited Liability Company Act of the State of Delaware (the "Act"), the undersigned, being duly authorized, hereby certifies and states as follows:

1. Name of the Limited Liability Company. The name of the limited liability company formed hereby is Clean Harbors Los Angeles, LLC (the "LLC").

2. Registered Agent and Office of the LLC. The name of the registered agent of the LLC in the State of Delaware is Capitol Corporate Services, Inc. and the registered office address of the registered agent for the purposes of Section 18-104 of the Act is 32 Loockerman Square, Suite 109, Dover, Kent County, Delaware 19901.

IN WITNESS WHEREOF, the undersigned hereby affirms that the facts stated herein are true, this 30th day of April, 2002.

/s/ C. Michael Malm
C. Michael Malm, Authorized Person

CLEAN HARBORS LOS ANGELES, LLC

LIMITED LIABILITY COMPANY AGREEMENT

LIMITED LIABILITY COMPANY AGREEMENT effective as of May 1, 2002, by and among Eric W. Gerstenberg, Gene A. Cookson, Stephen H. Moynihan, Roger A. Koenecke, Carl Paschetag, and William J. Geary, as Managers; and Clean Harbors, Inc., a Massachusetts corporation, as the sole Member. Certain capitalized terms used herein have the respective meanings set forth in Section 14.01 hereof.

ARTICLE I
CAPITAL CORPORATE SERVICES, INC.,
ORGANIZATION

SECTION 1.01 Formation of the Company. Clean Harbors Los Angeles, LLC (the "Company") has been formed as a limited liability company under the Delaware Limited Liability Company Act *(6 Del. C § 18-101, et seq.)*, as amended from time to time (the "Delaware Act"), through the filing of the Certificate with the Delaware Secretary of State on the effective date of this Agreement. The parties hereto agree to conduct the business of the Company in accordance with the provisions of the Act and of this Agreement.

SECTION 1.02 Name, Registered Office, and Maintenance of Books and Records. The name of the Company is "Clean Harbors Los Angeles, LLC." The initial address of the Company's registered office in Delaware is 32 Lookerman Square, Suite 109, Dover, Dent County, Delaware 19901, and its initial agent at such address for service of process is Capitol Corporate Services, Inc. The Company's books and records shall be maintained at c/o Clean Harbors, Inc., 1501 Washington Street, Braintree, Massachusetts 02184. A Majority of the Managers may change the location at which the Company's books and records shall be maintained to such other location within the United States as such Managers may determine at any time, upon written notice to the Member stating such new location. A Majority of the Managers may also change the Company's registered agent from time to time in their sole discretion.

SECTION 1.03 Purposes. The purposes and objectives of the Company are to own, lease, manage and/or operate a licensed hazardous waste facility, to provide environmental services, and to engage in any other lawful activities allowed to be conducted by a limited liability company.

SECTION 1.04 Powers. Subject to the terms of this Agreement, and consistent with the purposes stated in Section 1.03 hereof, the Company shall have the following powers: (i) to enter into all agreements and engage in all activities and transactions necessary or advisable to carry out the Company's purposes; and (ii) to have all other powers available to it as a limited liability company organized under the laws of the State of Delaware. Without limitation of the foregoing, the Company shall have the powers: to acquire and dispose of assets and other property; to act as a general partner, limited partner, manager and/or member of any other Person; negotiate, enter into, and modify agreements including, without limitation, partnership

agreements, limited liability company agreements, and leases or subleases of any real estate or personal property; to incur obligations for and in connection with its business; to borrow money and provide guarantees for the obligations of other Persons and, if required by any lender, as security therefor to mortgage, pledge and grant security interests in all or any part of the assets and other property owned by the Company; to repay, in whole or in part, refinance, consolidate, recast, increase, modify or extend any loans which may affect any of the assets and other property owned by the Company; and to execute any and all other documents and instruments and exercise all powers necessary or appropriate to carry out the business of the Company.

ARTICLE II

CONDUCT AND MANAGEMENT OF THE LLC

SECTION 2.01 Managers. Except as otherwise provided in this Agreement for actions which require or permit approval by the sole Member, the business of the Company shall be under the control of the Managers. The names and current addresses of the initial Managers are as described in Schedule A hereto. One or more substitute or additional Managers may be elected at any time in the future by the sole Member. Each of the original Managers and any such substitute or additional Managers shall serve as a Manager until either (i) his voluntary resignation as a Manager, or (ii) his removal as a Manager with or without cause at any time by a Majority of the Managers or the sole Member. The Managers shall not be required to make any Capital Contributions to the Company.

SECTION 2.02 Officers.

(a) In order to facilitate the day-to-day operation of the Company's business, the Company shall have the following Officers: a President, Senior Vice Presidents, a Treasurer and a Secretary, and any such additional Officers as a Majority of the Managers may from time to time deem appropriate. The President shall be a Manager, but none of the other Officers need be a Manager. Unless otherwise determined from time to time by a Majority of the Managers or by the sole Member, Eric W. Gerstenberg shall be the President, Steven H. Moynihan shall be a Senior Vice President and an Assistant Treasurer, Roger Koenecke shall be a Senior Vice President, Carl Paschetag shall be the Treasurer, William J. Geary shall be a Vice President and the Assistant Secretary, and C. Michael Malm shall be Secretary. Unless otherwise determined from time to time by a Majority of the Managers or the sole Member, the President shall be the chief executive officer of the LLC, the Treasurer shall be responsible for maintaining the funds and financial books and records of the LLC, and the Secretary shall be responsible for maintaining the records of actions (whether by written consent or meeting) of the Managers and of the sole Member and the other non-financial records of the LLC. Each of the Officers of the LLC may be removed (and his successors elected) at any time by a Majority of the Managers or the sole Member.

(b) Except as may otherwise be determined from time to time by a Majority of the Managers or the sole Member, the Managers hereby delegate to the President and any Senior Vice President then in office full authority to act on behalf of the LLC. Except as may otherwise be determined from time to time by a Majority of the Managers or the sole Member, each of the President and Senior Vice Presidents shall have, without further approval or consent of any of

the other Managers or the sole Member, full authority: to acquire and dispose of assets and other property on behalf of the LLC; to negotiate, enter into, execute or modify agreements on behalf of the LLC including, without limitation, partnership agreements, limited liability company agreements, and leases or subleases of any real estate or personal property; to incur obligations for and on behalf of the LLC for and in connection with its business; to borrow money and provide guarantees for the obligations of other Persons and, if required by any lender, as security therefor to mortgage, pledge and grant security interests in all or any part of the assets and other property owned by the Company; to repay, in whole or in part, refinance, consolidate, recast, increase, modify or extend any loans which may affect any of the assets and other property owned by the Company; and to execute any and all other documents and instruments and exercise all powers necessary or appropriate to carry out the business of the Company.

SECTION 2.03 Authorization.

(a) Every contract, agreement, and other instrument executed on behalf of the Company by any Manager, the President or any Senior Vice President, or by another Officer of the Company, if such execution is authorized by a Majority of the Managers, shall be conclusive evidence in favor of every person or entity relying thereon or claiming thereunder that at the time of the delivery thereof (i) the Company was in existence, (ii) this Agreement had not been terminated or canceled or amended in any manner so as to restrict such authority (except as shown in the Certificate or other instrument duly filed with the Secretary of State of the State of Delaware), and (iii) the execution and delivery of such instrument were duly authorized by the Managers and/or the sole Member to the extent required.

(b) Any person or entity dealing with the Company may always rely on a certificate signed by any Manager, the President, any Senior Vice President, the Secretary or an Assistant Secretary:

(i) as to who are the Managers, the Officers or the Member of the Company,

(ii) as to the existence or nonexistence of any fact or facts which (A) constitute conditions precedent to acts by the Company, or (B) are in any other manner germane to the affairs of the Company,

(iii) as to who is authorized to execute and deliver any instrument or document on behalf of the Company,

(iv) as to the authenticity of any copy of this Agreement and amendments thereto, or

(v) as to any act or failure to act by the Company, or as to any other matter whatsoever involving the Company or any Manager or Officer or Member of the Company.

SECTION 2.04 Actions by Managers or the Sole Member. Approval of any action by the Company which under the terms of this Agreement requires approval by a Majority of the Managers may be granted either by a written consent signed by a Majority of the Managers or by an affirmative vote of a Majority of the Managers at a meeting held for such purpose either with or without prior notice. Any Manager may participate in any such meeting by telephone if all

Managers participating in any such meeting shall be able to hear the other participating Managers. The participation of a Majority of the Managers shall constitute a quorum for all purposes. If any action is approved by a Majority of the Managers but any Manager shall not sign any written consent by which, or shall not participate in any meeting at which, such approval was granted, the Secretary of the Company shall promptly provide to such Manager following the date of such written consent or meeting a copy of such written consent or minutes of such meeting. Any action taken by the sole Member under the terms of this Agreement shall be by written consent of the sole Member.

SECTION 2.05 **Duty of Care.** The sole Member acknowledges that decisions concerning the Company's activities will involve the exercise of judgment and a risk of loss. The Managers, the Officers and their Affiliates shall not be liable to the Company or the Member for any loss suffered by the Company or the Member which arises out of any action or omission of a Manager, an Officer or any Affiliate of a Manager or an Officer, provided that (i) such Manager, Officer or Affiliate determined, in good faith, that such course of conduct was in, or not opposed to, the best interest of the Company or was otherwise permitted by this Agreement, and (ii) such course of conduct did not constitute gross negligence or willful malfeasance, a material breach of this Agreement, or an intentional violation of federal or state law by such Manager, Officer or Affiliate. The Managers, the Officers, and their Affiliates shall not be liable for the negligence, whether of omission or commission, dishonesty or bad faith of any employee, broker or other agent of the Company selected by the Managers or the Officers with reasonable care. Furthermore, the Managers, the Officers, and their Affiliates shall be entitled to indemnification by the Company to the extent provided in Article X hereof.

ARTICLE III

MEMBER

SECTION 3.01 **Name, Address, and Capital Contribution**. The name and current address of the sole Member are as described in Schedule A hereto. On and after the date of this Agreement, the Member shall make to the Company either in cash or in other tangible or intangible property such Capital Contributions as shall be determined by the Member. The Treasurer shall record the Member's Capital Contributions on the financial records of the Company.

SECTION 3.02 **Limited Liability.** In accordance with the Delaware Act, the liability of the Member to the Company and its creditors shall be limited to (i) any unpaid Capital Contribution which the Member has agreed to make to the Company; (ii) the amount of any distribution previously received from the Company which the Member may be required to return to the Company pursuant to Section 18-607(b) of the Delaware Act; and (iii) the unpaid balance of any other payments (if any) that the Member expressly is required, pursuant to this Agreement, to make to the Company.

SECTION 3.03 **No Control of Company**. Except as otherwise provided in this Agreement, the Member, in its capacity as such, shall not take part in the management or control of the affairs of the Company, or undertake any transactions on behalf of the Company, or have any power to sign for or otherwise to bind the Company.

SECTION 3.04 **Dissolution, Liquidation or Bankruptcy.** The dissolution, liquidation or bankruptcy of the Member shall not result in the termination of the Company, but the rights of the Member under this Agreement shall accrue to the Member's successors, estate or legal representatives. Except as expressly provided in this Agreement, no other event affecting the Member (including but not limited to insolvency) shall affect this Agreement.

ARTICLE IV

EXPENSES AND COMPENSATION

SECTION 4.01 **No Management Fee.** The Company shall not be obligated to pay to the Managers (or any Affiliate of the Managers) any management fee or similar compensation. However, the Managers shall be entitled to receive compensation from the Member and its Affiliates in the Managers' respective capacities as officers and employees of the Member and its Affiliates.

SECTION 4.02 **Expenses.** The Company shall be responsible for the payment from its own funds of all of the Company's expenses.

ARTICLE V

DISTRIBUTIONS

SECTION 5.01 **Amount, Timing and Form.** The Managers shall determine in their discretion the amount, timing and form of all distributions of Distributable Cash to be made by the Company to the sole Member.

ARTICLE VI

TAX ALLOCATIONS

SECTION 6.01 **Allocations of Net Profit or Net Loss.** As described in Articles II, III and V above, the sole Member shall be responsible for all Capital Contributions to the Company, and the Company shall make all distributions to the Member. All distributions of Net Profit or Net Loss by the Company will accordingly be made to the Member. The Company shall therefore be treated for U.S. federal income tax purposes as a "disregarded entity" of which all of the beneficial interests are held by the sole Member.

ARTICLE VII

DURATION OF THE COMPANY

SECTION 7.01 **Term of Company.** The term of the Company commenced on the filing of the Certificate with the Delaware Secretary of State and shall continue until the date on which the Company is dissolved as provided in Sections 7.02 or 7.03 or by operation of law.

SECTION 7.02 Dissolution Upon Sale of Assets. The Company shall be dissolved in the event of the sale or distribution by the Company of all or substantially all of the assets of the Company.

SECTION 7.03 Dissolution by Written Consent of Member. The sole Member may dissolve the Company at any time by written consent executed by the Member and a copy of which shall be provided to the Managers.

ARTICLE VIII

LIQUIDATION OF THE COMPANY

SECTION 8.01 General Provisions. Following the dissolution of the Company in accordance with Article VII hereof, the Company's assets shall be liquidated in an orderly manner. The Managers (or, at the Managers' election, another Person selected by a Majority of the Managers) shall be the liquidator to wind up the affairs of the Company pursuant to this Agreement.

SECTION 8.02 Liquidating Distributions. The liquidator shall pay or provide for the satisfaction of the Company's liabilities and obligations to creditors. Any Net Profit or Net Loss realized in connection with the liquidation of the Company shall be allocated to the Member pursuant to Article VI hereof, and the remaining assets of the Company shall then be distributed to the Member. In performing its duties, the liquidator is authorized to sell, exchange or otherwise dispose of the assets of the Company in such reasonable manner as the liquidator shall determine to be in the best interest of the Company and the Member.

SECTION 8.03 Expenses of Liquidator. The expenses incurred by the liquidator in connection with winding up the Company, and all other losses or liabilities of the Company incurred in accordance with the terms of this Agreement, shall be borne by the Company.

SECTION 8.04 Duration of Liquidation. A reasonable time shall be allowed for the winding up of the affairs of the Company in order to minimize any losses otherwise associated with such a winding up.

SECTION 8.05 Duty of Care. The liquidator shall not be liable to the Company or the Member for any loss attributable to any act or omission of the liquidator in good faith and in a manner such liquidator reasonably believed to be in, or not opposed to, the best interests of the Company in connection with the liquidation of the Company and distribution of its assets and provided that such act or omission did not constitute gross negligence, willful misconduct or a material breach of this Agreement. The liquidator may consult with counsel, investment banking firms, consultants and accountants with respect to liquidating the Company and distributing its assets and may act or omit to act in accordance with the advice of such counsel, investment banking firms, consultants or accountants, provided they shall have been selected with reasonable care.

SECTION 8.06 No Liability for Return of Capital. The liquidator(s), the Managers and their respective officers, directors, agents and Affiliates shall not be personally liable for the return of the Capital Contribution of the Member to the Company.

ARTICLE IX

TRANSFER OF INTERESTS

SECTION 9.01 Limitation on Transfer of Rights and Obligations of Managers. The Managers shall not assign, pledge, mortgage, hypothecate, sell or otherwise dispose of or encumber all or any part of their rights or obligations under this Agreement without the prior written consent of the Member.

SECTION 9.02 Transfer of Member Interests. Except as may otherwise be required to comply with applicable federal and state laws, the sole Member shall have the right to transfer all or any part of its interests in the Company by delivery to the Company of an assignment in writing duly executed by the Member.

ARTICLE X

INDEMNIFICATION

SECTION 10.01 General Provisions.

(a) Subject to the limitations set forth below in this Article X, each of the Managers, the Officers, the Affiliates of the Managers and the Officers, and the liquidator (if any), (each such Person being referred to hereafter as an "Indemnitee"), shall be indemnified by the Company (but only out of Company assets, including the proceeds of liability insurance) against any claim, demand, controversy, dispute, cost, loss, damage, expense (including attorneys' fees), judgment and/or liability incurred by or imposed upon the Indemnitee in connection with any action, suit or proceeding (including any proceeding before any administrative or legislative body or agency), to which the Indemnitee shall become a party or shall be threatened to become a party, by reason of the Indemnitee's being at the time the cause of action arose or thereafter, a Manager, an Officer, an Affiliate of a Manager or an Officer,, a liquidator (if any), or a director, officer, member, partner, employee, consultant or other agent of any other organization in which the Company owns an interest, which other organization the Indemnitee serves or has served as director, officer, manager, member, partner, employee, consultant or other agent at the request of the Company (whether or not the Indemnitee continues to serve in such capacity at the time such action, suit or proceeding is brought or threatened). Each Indemnitee may be entitled to such indemnification notwithstanding that the Company has sold, assigned, distributed or otherwise transferred its investment in such other organization prior to the time that such action, suit or proceeding is brought or threatened.

(b) The Indemnitee shall not be indemnified with respect to matters as to which the Indemnitee shall have been finally adjudicated in any such action, suit or proceeding (i) not to have acted in good faith and in the reasonable belief that the Indemnitee's action was in accordance with such Person's obligations to the Company or to have acted with gross negligence or a willful disregard of his duties, or in breach of his fiduciary obligations, or (ii) with respect to any criminal action or proceeding, not to have had cause to believe beyond any reasonable doubt the Indemnitee's conduct was criminal. In the

event of settlement of any action, suit or proceeding brought or threatened, the indemnification provided for in this Article X shall

apply to all matters covered by the settlement except for matters as to which the Company is advised by counsel (who may be counsel regularly retained to represent the Company) that the Person seeking indemnification, in the opinion of such counsel, did not act in good faith or acted with gross negligence or a willful disregard of such Person's duties, or in breach of such Person's fiduciary obligations, or, with respect to any criminal action or proceeding, that the Person seeking indemnification had reasonable cause to believe such Person's conduct was criminal.

(c) The right of indemnification provided for in this Article X shall be in addition to any rights to which any Indemnitee may otherwise be entitled and shall inure to the benefit of the executors, administrators, personal representatives, successors or assigns of each such Indemnitee. Such Indemnitee shall first use reasonable efforts to pursue other readily available sources of indemnification before pursuing a claim for indemnification against the Company under this Article X.

SECTION 10.02 Advance Payment of Expenses. The Company shall pay the expenses incurred by an Indemnitee in defending a civil or criminal action, suit or proceeding, or in opposing any claim arising in connection with any potential or threatened civil or criminal action, suit or proceeding, in advance of the final disposition of such action, suit or proceeding, upon receipt of an undertaking by such Indemnitee satisfactory to the Managers to repay such payment if he shall be determined to be not entitled to indemnification therefor as provided herein; provided, however, that in such instance the Indemnitee is not commencing an action, suit, or proceeding against the Company, or defending an action, suit or proceeding commenced against the Indemnitee by the Company, or opposing a claim by the Company arising in connection with any such potential or threatened action, suit or proceeding.

SECTION 10.03 Insurance. At its election, the Managers may cause the Company to purchase and maintain insurance, at the expense of the Company and to the extent available, for the protection of the Managers, the Officers, the Affiliates of the Managers and the Officers, any liquidator, and the directors, officers, employees, consultants or other agents of any such Person, against any liability incurred by any such Person in any such capacity or arising out of his status as such, whether or not the Company has the power to indemnify such Person against such liability. The Managers may also cause the Company to purchase and maintain insurance for the protection of any officer, director, employee, consultant or other agent of any other organization in which the Company owns an interest or of which the Company is a creditor against similar liabilities, whether or not the Company has the power to indemnify any such Person against such liabilities.

ARTICLE XI

ACCOUNTING; RECORDS AND REPORTS

SECTION 11.01 Fiscal Year. The fiscal year of the Company shall be the calendar year, or such other year as required by the Code.

SECTION 11.02 Keeping of Accounts and Records. At all times the Managers shall cause to be kept proper and complete books of account, in which shall be entered fully and

accurately the transactions of the Company. Such books of account, together with (i) an executed copy of this Agreement (and any amendments hereto); (ii) the Certificate of the Company (and any amendments thereto); (iii) executed copies of any powers of attorney pursuant to which any of the aforesaid documents has been executed; and (iv) financial statements of the Company for each of the prior three years, shall at all times be maintained at the location specified in Section 1.02 hereof.

SECTION 11.03 **Inspection Rights.** Until the liquidation of the Company has been completed, the Member may examine the Company's books, records, accounts and assets, including bank balances, and may make, or cause to be made, any audit thereof at the Company's expense.

SECTION 11.04 **Reports.** The Managers shall prepare and transmit to the Member at the Company's expense such financial and other reports as shall be determined from time to time by the Member.

ARTICLE XII

WAIVER AND AMENDMENT

SECTION 12.01 **Waiver and Amendment.** Except for any waiver or amendment of the provisions of Sections 2.5 and 10.01 through 10.03 hereof which would adversely affect any Manager (or any Affiliate of a Manager), the terms and provisions of this Agreement may be waived, modified, terminated or amended at any time by the sole Member. The sole Member shall not waive or amend any provision of Sections 2.05 or 10.01 through 10.03 hereof in such a manner as would adversely affect any Manager (or any Affiliate of a Manager) without the written consent of such Manager.

ARTICLE XIII

GENERAL PROVISIONS

SECTION 13.01 **Notices.** Except where otherwise specifically provided in this Agreement, all notices, requests, consents, approvals and statements shall be in writing and shall be deemed to have been properly given by (i) personal delivery, (ii) first class mail, postage prepaid, (iii) electronic facsimile transmission, or (iv) courier service, addressed in each case: if to the Company, at the address where the Company's books and records are maintained as specified in Section 1.02 hereof; if to a Manager, at such Manager's address set forth in Schedule A; and if to the Member, to the Member's address set forth in Schedule A, or, in each case, to such other address or addresses (and/or by e-mail or other manner of delivery) as the addressee may have specified by written notice as aforesaid.

SECTION 13.02 **Binding on Successors**. This Agreement shall be binding upon and inure to the benefit of the respective heirs, successors, assigns and legal representatives of the parties hereto.

SECTION 13.03 **Counterparts.** This Agreement or any amendment hereto may be signed in any number of counterparts, each of which shall be an original, but all of which taken together shall constitute one agreement (or amendment, as the case may be).

SECTION 13.04 **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware.

SECTION 13.05 **Construction.** Whenever the content of this Agreement permits, the masculine gender shall include the feminine and neuter genders, and reference to singular or plural shall be interchangeable with the other. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the other provisions, and this Agreement shall be construed and reformed in all respects as if any such invalid or unenforceable provision(s) were omitted in order to give effect to the intent and purposes of this Agreement. References in this Agreement to particular sections of the Code or the Delaware Act shall be deemed to refer to such sections or provisions of the Code or the Delaware Act (or any successor legislation) as they may be amended after the date of this Agreement.

ARTICLE XIV

CERTAIN DEFINITIONS

SECTION 14.01 **Certain Definitions**. For purposes of this Agreement, the following terms have the respective meanings set forth below:

"Affiliate " means, with respect to the Person to which it refers, a Person that either (i) directly or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with, such Person or (ii) is the successor or assign to such Person.

"Agreement" means this Limited Liability Company Agreement, as it may be subsequently amended or restated in accordance with its terms.

"Capital Contribution " means the aggregate amount of cash or other property contributed by the Member to the Company pursuant to this Agreement.

"Certificate " means the certificate of formation of the Company and any amendments or restatements thereof as filed with the Delaware Secretary of State under the Delaware Act.

"Code " means the United States Internal Revenue Code of 1986 and the rules and regulations promulgated thereunder, as amended from time to time, or any successor statute thereto.

"Delaware Act" means the Delaware Limited Liability Company Act, as amended from time to time.

"Distributable Cash " means all cash of the Company that the Managers determine is available for distribution to the Member after the payment or provision for payment by the Company of all expenses incurred by the Company and in collecting any amounts then owed to the Company and so attributable.

"Indemnitee " shall have the meaning set forth in Section 10.01.

"Majority of the Managers" means (i) at least four of the Managers if there are then six Managers, (ii) at least three of the Managers if there are then five or four Managers, (iii) at least two of the Managers if there are then three Managers, and (ii) both of the Managers if there are then only two Managers.

"Manager" means each of the Persons then serving as a Manager of the Company in accordance to Section 2.01 hereof, in his capacity as a Manager of the LLC.

"Member" means Clean Harbors, Inc., a Massachusetts corporation.

"Net Profit" or "Net Loss " means, with respect to any fiscal year, the sum of the Company's: (a) net profit or loss as determined in accordance with the Code and the Regulations thereunder, and (b) any income exempt from federal income tax, after deduction of all expenses properly chargeable to the Company for such fiscal year (whether deductible or non-deductible and whether described in Section 705(a)(2)(B) of the Code, treated as so described pursuant to Treasury Regulations Section 1.704-1(b)(2)(iv)(i), or otherwise). For this purpose, Net Profit or Net Loss shall be determined in accordance with tax accounting principles rather than generally accepted accounting principles, and any expenses required to be capitalized and included in the Company's adjusted tax basis in any asset or which reduce the amount realized by the Company on the disposition of any asset shall be disregarded.

"Officers" means the President, the Senior Vice President, the Treasurer, the Secretary, and any such other officers of the Company as shall be elected by a Majority of the Managers or the sole Member in accordance with Section 2.02(a) hereof.

"Person " means any individual, general partnership, limited partnership, limited liability company, corporation, joint venture, trust, business trust, cooperative or association and the heirs, executors, administrators, legal representative, successors and assigns of such Person where the context so admits.

"Treasury Regulations" mean the Regulations promulgated by the United States Department of the Treasury under the Code, as amended.

IN WITNESS WHEREOF, the undersigned have executed this Limited Liability Company Agreement as of the effective date first above written.

MANAGERS:

/s/ Eric W. Gerstenberg
Eric W. Gerstenberg

/s/ Gene A. Cookson
Gene A. Cookson

/s/ Stephen H. Moynihan
Stephen H. Moynihan

/s/ Roger A. Koenecke
Roger A. Koenecke

/s/ Carl Paschetag
Carl Paschetag

/s/ William J. Geary
William J. Geary

MEMBER:

CLEAN HARBORS, INC.

By: /s/ Stephen H. Moynihan
Stephen H. Moynihan
Senior Vice President

CLEAN HARBORS LOS ANGELES, LLC

SCHEDULE A

Name and Address

Managers:

Eric W. Gerstenberg
c/o Clean Harbors, Inc.
1501 Washington Street
Braintree, MA 02184

Gene A. Cookson
c/o Clean Harbors, Inc.
1501 Washington Street
Braintree, MA 02184

Stephen H. Moynihan
c/o Clean Harbors, Inc.
1501 Washington Street
Braintree, MA 02184

Roger A. Koenecke
c/o Clean Harbors, Inc.
1501 Washington Street
Braintree, MA 02184

Carl Paschetag
c/o Clean Harbors, Inc.
1501 Washington Street
Braintree, MA 02184

William J. Geary
c/o Clean Harbors, Inc.
1501 Washington Street
Braintree, MA 02184

Sole Member:

Clean Harbors, Inc.
1501 Washington Street
Braintree, MA 02184

Exhibit 3.40

CERTIFICATE OF INCORPORATION

OF

CLEAN HARBORS OF BALTIMORE, INC.

THE UNDERSIGNED, for the purpose of forming a corporation pursuant to the provisions of the General Corporation Law of the State of Delaware, does hereby certify and state as follows:

FIRST: The name of the corporation is Clean Harbors of Baltimore, Inc. (the "Corporation").

SECOND: The address of its registered office of the Corporation in the State of Delaware is Corporation Trust Center, 1209 Orange Street, City of Wilmington, County of New Castle, Delaware 19801 and The Corporation Trust Company shall be the registered agent of the corporation in charge thereof.

THIRD: The purpose for which the Corporation is organized is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of the State of Delaware.

FOURTH: The total number of shares of stock which the Corporation shall have the authority to issue is Two-Hundred Thousand (200,000), of which Two-Hundred Thousand (200,000) shall be designated Common Stock, $.01 par value per share.

FIFTH: The name and mailing address of the sole incorporator of the Corporation are as follows:

C. Michael Malm, Esq.
Davis, Malm & D'Agostine, P.C.
One Boston Place, 37th Floor
Boston, MA 02108

SIXTH: The Corporation is to have perpetual existence.

SEVENTH: The management of the business and the conduct of the affairs of the Corporation shall be vested in its Board of Directors.

EIGHTH: In furtherance and not in limitation of the powers conferred by statute, the Board of Directors is expressly authorized to adopt, repeal, rescind, alter or amend in any respect the Bylaws of the Corporation. Election of Directors need not be by written ballot unless the Bylaws of the Corporation so provide.

NINTH: To the extent allowed by law, any action that is required to be or may be taken at a meeting of the stockholders of Corporation may be taken without a

meeting if written consent, setting forth the action, shall be signed by persons who would be entitled to vote at a meeting those shares having voting power to cast not less than the minimum number (or numbers, in the case of voting by classes) of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote were present and voted. Prompt notice shall be given of the taking of corporate action without a meeting by less than unanimous written consent to those stockholders on the record date whose shares were not represented on the written consent.

TENTH: The Corporation shall indemnify and hold harmless any director or officer of the Corporation from and against any and all expenses and liabilities that may be imposed upon or incurred by him in connection with, or as a result of, any proceeding in which he may become involved, as a party or otherwise, by reason of the fact that he is or was such a director or officer of the Corporation, whether or not he continues to be such at the time such expenses and liabilities shall have been imposed or incurred, to the fullest extent permitted by the laws of the State of Delaware, as they may be amended from time to time. The indemnification provided for herein shall not be deemed exclusive of any other rights to which those indemnified may be entitled under any By-Law, agreement, vote of stockholders or disinterested directors or otherwise, both as to action in their official capacity and as to action in another capacity while holding such office, and shall continue as to a person who has ceased to be a director, officer, employee, or agent and shall inure to the benefit of the heirs, executors and administrators of such a person.

ELEVENTH: No director or officer of the Corporation shall be personally liable to the Corporation or any stockholder of the Corporation for monetary damages for any breach of fiduciary duty as a director or officer, provided that this Article ELEVENTH shall not limit the liability of a director or officer (i) for any breach of the director's or officer's duty of loyalty to the Corporation or its stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) under Section 174 of the General Corporation Law of of Delaware, or (iv) for any transaction from which the director or officer derived an improper personal benefit. If the General Corporation Law of Delaware is amended to authorize corporate action further eliminating or limiting the personal liability of directors or officers, then the liability of a director or an officer shall be eliminated or limited to the fullest extent permitted by the General Corporation Law, as so amended from time to time. Any repeal or modification of the foregoing provisions of this Article ELEVENTH by the stockholders of the Corporation shall not adversely affect any right or protection of a director of the Corporation existing at the time of such repeal or modification.

TWELFTH: Whenever a compromise or arrangement is proposed between the Corporation and its creditors or any class of them and/or between the Corporation and its stockholders or any class of them, any court of equitable jurisdiction within the State of Delaware may, on the application in a summary way of the Corporation or of any creditor or stockholder thereof or on the application of any receiver or receivers appointed for the Corporation under Section 291 of Title 8 of the Delaware Code or on the application of trustees in dissolution or of any receiver or receivers appointed for the Corporation under Section 279 of Title 8 of the Delaware Code order a

meeting of the creditors or class of creditors, and/or of the stockholders or class of stockholders of the Corporation, as the case may be, to be summoned in such manner as the said court directs. If a majority in number representing three fourths in value of the creditors or class of creditors, and/or of the stockholders or class of stockholders of the Corporation, as the case may be, agree to any compromise or arrangement and to any reorganization of the Corporation as consequence of such compromise or arrangement, the said compromise or arrangement and the said reorganization shall, if sanctioned by the court to which the said application has been made, be binding on all the creditors or class of creditors, and/or on all the stockholders or class of stockholders, of the Corporation, as the case may be, and also on the Corporation.

THE UNDERSIGNED, as sole incorporator, has executed, signed and acknowledged this Certificate of Incorporation this 23rd day of July, 2009.

/s/ C. Michael Malm
C. Michael Malm, Incorporator

CERTIFICATE OF AMENDMENT TO CERTIFICATE OF INCORPORATION

OF

CLEAN HARBORS OF BALTIMORE, INC.

Clean Harbors of Baltimore, Inc., a corporation organized and existing under the Delaware General Corporation Law (the "Corporation"), DOES HEREBY CERTIFY that:

1. The name of the Corporation is Clean Harbors of Baltimore, Inc. The original Certificate of Incorporation was filed with the Secretary of State of the State of Delaware on July 23, 2009 (the "Original Certificate of Incorporation").

2. This Certificate of Amendment to the Original Certificate of Incorporation was duly adopted in accordance with the provisions of Section 242 of the Delaware General Corporation Law, and was approved by written consent of the stockholders of the Corporation given in accordance with the provisions of Section 228 of the Delaware General Corporation Law.

3. The Original Certificate of Incorporation of the Corporation is hereby amended by deleting Article "TWELFTH" thereof in its entirety.

4. The amendment to the Original Certificate of Incorporation shall be effective upon the filing of this Certificate of Amendment with the Secretary of State.

5. Except as amended hereby, the Original Certificate of Incorporation of the Corporation remains in full force and effect in accordance with its terms.

IN WITNESS WHEREOF, the undersigned Secretary of the Corporation has hereunto set his hand on this 6th day of August, 2009 and affirms under penalties of perjury the statements contained herein are true.

CLEAN HARBORS OF BALTIMORE, INC.

By: /s/ C. Michael Malm
C. Michael Malm, Secretary

BY-LAWS

OF

CLEAN HARBORS OF BALTIMORE, INC.

Article I. Offices.

Section 1. Registered Office. The registered office of the Corporation shall be at Corporation Trust Center, 1209 Orange Street, City of Wilmington, County of New Castle, Delaware 19801 and the Corporation Trust Company shall be the registered agent of the corporation in charge thereof.

Section 2. Additional Offices. The Corporation may also have offices at such other places, both within and without the State of Delaware, as the Board of Directors may from time to time determine or as the business of the Corporation may require.

Article II. Meetings of Stockholders.

Section 1. Time and Place. A meeting of stockholders for any purpose may be held at such time and place within or without the State of Delaware as shall be stated in the notice of the meeting or in a duly executed waiver of notice thereof.

Section 2. Annual Meeting. Annual meetings of stockholders shall be held on the second Monday of March if not a legal holiday, or, if a legal holiday, then on the next secular day following, at 10:00 a.m., or at such other date and time as shall, from time to time, be designated by the Board of Directors and stated in the notice of the meeting. At such annual meetings, the stockholders shall elect a Board of Directors and transact such other business

as may properly be brought before the meetings.

Section 3. Notice of Annual Meeting. Written notice of the annual meeting, stating the place, date, and time thereof, shall be given to each stockholder entitled to vote at such meeting not less than ten (unless a longer period is required by law) nor more than sixty days prior to the meeting.

Section 4. Special Meetings. Special meetings of the stockholders may be called at any time only by the directors, the President or by one or more stockholders who hold at least one-tenth part interest of the capital stock entitled to vote thereof. Such request shall state the purpose of the proposed meeting.

Section 5. Notice of Special Meeting. Written notice of a special meeting, stating the place, date, and time thereof and the purpose or purposes for which the meeting is called, shall be given to each stockholder entitled to vote at such meeting not less than ten (unless a longer period is required by law) nor more than sixty days prior to the meeting.

Section 6.   List of Stockholders. The transfer agent or the officer in charge of the stock ledger of the Corporation shall prepare and make, at least ten days before every meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least ten days prior to the meeting, at a place within the city where the meeting is to be held, which place, if other than the place of the meeting, shall be specified in the notice of the meeting. The list shall also be produced and kept at the place of the meeting during the whole time thereof and may be inspected by any stockholder who is present in person thereat.

Section 7.   Presiding Officer and Order of Business.

(a)   Meetings of stockholders shall be presided over by the Chairman of the Board. If he is not present or there is none, they shall be presided over by the President, or, if he is not present or there is none, by a Vice President, or, if he is not present or there is none, by a person chosen by the Board of Directors, or, if no such person is present or has been chosen, by a chairman to be chosen by the stockholders owning a majority of the shares of capital stock of the Corporation issued and outstanding and entitled to vote at the meeting and who are present in person or represented by proxy. The Secretary of the Corporation, or, if he is not present, an Assistant Secretary, or, if he is not present, a person chosen by the Board of Directors, shall act as Secretary at meetings of stockholders; if no such person is present or has been chosen, the stockholders owning a majority of the shares of capital stock of the Corporation issued and outstanding and entitled to vote at the meeting who are present in person or represented by proxy shall choose any person present to act as secretary of the meeting.

(b)   The following order of business, unless otherwise determined at the meeting, shall be observed as far as practicable and consistent with the purposes of the meeting:

(1)   Call of the meeting to order.
(2)   Presentation of proof of mailing of the notice of the meeting and, if the meeting is a special meeting, the call thereof.
(3)   Presentation of proxies.
(4)   Announcement that a quorum is present.
(5)   Reading and approval of the minutes of the previous meeting.
(6)   Reports, if any, of officers.
(7)   Election of directors, if the meeting is an annual meeting or a meeting called for that purpose.
(8)   Consideration of the specific purpose or purposes, other than the election of directors, for which the meeting has been called, if the meeting is a special meeting.
(9)   Transaction of such other business as may properly come before the meeting.
(10)   Adjournment.

Section 8. Quorum and Adjournments. The presence in person or representation by proxy of the holders of a majority of the shares of the capital stock of the Corporation issued and outstanding and entitled to vote shall be necessary to, and shall constitute a quorum for, the transaction of business at all meetings of the stockholders, except as otherwise provided by statute or by the Certificate of Incorporation. If, however, a quorum shall not be present or represented at any meeting of the stockholders, the stockholders entitled to vote thereat who are present in person or represented by proxy shall have the power to adjourn the meeting from time to time until a quorum shall be present or represented. If the time and place of the adjourned meeting are announced at the meeting at which the adjournment is taken, no further notice of the adjourned meeting need be given. Even if a quorum shall be present or represented at any meeting of the stockholders, the stockholders entitled to vote thereat who are present in person or represented by proxy shall have the power to adjourn the meeting from time to time for good cause to a date that is not more than thirty days after the date of the original meeting. Further notice of the adjourned meeting need not be given if the time and place thereof are announced at the meeting at which the adjournment is taken. At any adjourned meeting at which a quorum is present in person or represented by proxy, any business may be transacted that might have been transacted at the meeting as originally called. If the adjournment is for more than thirty days, or if, after the adjournment, a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder of record entitled to vote thereat.

Section 9. Voting.

(a) At any meeting of the stockholders, every stockholder having the right to vote shall be entitled to vote in person or by proxy. Except as otherwise provided by law or the Certificate of Incorporation, each stockholder of record shall be entitled to one vote for each share of capital stock registered in his name on the books of the Corporation.

(b) All elections shall be determined by a plurality vote, and, except as otherwise provided by law or the Certificate of Incorporation, all other matters shall be determined by a vote of a majority of the shares present in person or represented by proxy and voting on such other matters.

Section 10. Action by Consent. Any action required or permitted by law or the Certificate of Incorporation to be taken at any meeting of stockholders may be taken without a meeting, without prior notice if a written consent, setting forth the action so taken, shall be signed by the holders of outstanding stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present or represented by proxy and voted. Such written consent shall be filed with the minutes of the meetings of stockholders. Prompt notice of the taking of the corporate action without a meeting by less than unanimous written consent shall be given to those stockholders who have not consented in writing thereto.

Article III. Directors.

Section 1. General Powers, Number, and Tenure. The business of the Corporation shall be managed by its Board of Directors, which may exercise all powers of the Corporation and perform all lawful acts that are not by law, the Certificate of Incorporation, or these By-laws directed or required to be exercised or performed by the stockholders. The number of directors shall be determined by the Board of Directors; if no such determination is made, the number of directors shall be one. The directors shall be elected at the annual meeting of the stockholders, except as provided in Section 2 of this Article, and each director elected shall hold office until the next annual meeting and until his successor is elected and shall qualify. Directors need not be stockholders.

Section 2. Vacancies. If any vacancies occur in the Board of Directors, or there is an increase in the authorized number of directors, they may be filled by a majority of the directors then in office, or by a sole remaining director. Each director so chosen shall hold office until such director's successor is elected and qualified, or until such director's earlier death, resignation or removal. If there are no directors in office, any officer may call a special meeting of stockholders in accordance with the provisions of the Certificate of Incorporation or these By-laws, at which meeting such vacancies shall be filled.

Section 3. Removal or Resignation.

(a) except as otherwise provided by law or the Certificate of Incorporation, any director or the entire Board of Directors may be removed, with or without cause, by the holders of a majority of the shares then entitled to vote in the election of directors.

(b) Any director may resign at any time by giving written notice to the Board of Directors, the Chairman of the Board, if any, or the President or Secretary of the Corporation. Unless otherwise specified in such written notice, a resignation shall take effect on delivery thereof to the Board of Directors or the designated officer. It shall not be necessary for a resignation to be accepted before it becomes effective.

Section 4. Place of Meetings. The Board of Directors may hold meetings, both regular and special, either within or without the State of Delaware.

Section 5. Annual Meeting. The annual meeting of each newly elected Board of Directors shall be held immediately following the annual meeting of stockholders, and no notice of such meeting shall be necessary to the newly elected directors in order to constitute the meeting legally, provided a quorum shall be present.

Section 6. Regular Meetings. Additional regular meetings of the Board of Directors may be held without notice of such time and place as may be determined from time to time by the Board of Directors.

Section 7. Special Meetings. Special meetings of the Board of Directors may be called by the Chairman of the Board, the President, or by two or more directors on at least two days' notice to each director, if such notice is delivered personally or sent by telegram, or on at least three days' notice if sent by mail. Special meetings shall be called by the Chairman of the Board, President, Secretary, or two or more directors in like manner and on like notice on the written request of one-half or more of the number of directors then in office. Any such notice need not state the purpose or purposes of such meeting, except as provided in Article XI.

Section 8. Quorum and Adjournments. At all meetings of the Board of Directors, a majority of the directors then in office shall constitute a quorum for the transaction of business, and the act of a majority of the directors present at any meeting at which there is a quorum shall be the act of the Board of Directors, except as may be otherwise specifically provided by law or the Certificate of Incorporation. If a quorum is not present at any meeting of the Board of Directors, the directors present may adjourn the meeting from time to time, without notice other than announcement at the meeting at which the adjournment is taken, until a quorum shall be present.

Section 9. Compensation. Directors shall be entitled to such compensation for their services as directors and to such reimbursement for any reasonable expenses incurred in attending directors' meetings as may from time to time be fixed by the Board of Directors. The compensation of directors may be on such basis as is determined by the Board of Directors. Any director may waive compensation for any meeting. Any director receiving compensation under these provisions shall not be barred from serving the Corporation in any other capacity and receiving compensation and reimbursement for reasonable expenses for such other services.

Section 10. Action by Consent. Any action required or permitted to be taken at any meeting of the Board of Directors may be taken without a meeting, and without prior notice, if a written consent to such action is signed by all members of the Board of Directors and such written consent is filed with the minutes of its proceedings.

Section 11. Meetings by Telephone or Similar Communications Equipment. The Board of Directors may participate in a meeting by conference telephone or similar communications equipment by means of which all directors participating in the meeting can hear each other, and participation in such a meeting shall constitute presence in person by any such director at such meeting.

Article IV. Committees.

Section 1. Executive Committee. The Board of Directors, by resolution adopted by a majority of the whole Board, may appoint an Executive Committee consisting of one or more directors, one of whom shall be designated as Chairman of the Executive Committee. Each member of the Executive Committee shall continue as a member thereof until the expiration of his term as a director or his earlier resignation, unless sooner removed as a member or as a director.

Section 2. Powers. The Executive Committee shall have and may exercise those rights, powers, and authority of the Board of Directors as may from time to time be granted to it by the Board of Directors to the extent permitted by law, and may authorize the seal of the Corporation to be affixed to all papers that may require it.

Section 3. Procedure and Meetings. The Executive Committee shall fix its own rules of procedure and shall meet at such times and at such place or places as may be provided by such rules or as the members of the Executive Committee shall fix. The Executive Committee shall keep regular minutes of its meetings, which it shall deliver to the Board of Directors from time to time. The Chairman of the Executive Committee or, in his absence, a member of the Executive Committee chosen by a majority of the members present, shall preside at meetings of the Executive Committee; and another member chosen by the Executive Committee shall act as Secretary of the Executive Committee.

Section 4. Quorum. A majority of the Executive Committee shall constitute a quorum for the transaction of business, and the affirmative vote of a majority of the members present at any meeting at which there is a quorum shall be required for any action of the Executive Committee; provided, however, that when an Executive Committee of one member is authorized under the provisions of Section 1 of this Article, that one member shall constitute a quorum.

Section 5. Other Committees. The Board of Directors, by resolutions adopted by a majority of the whole Board, may appoint such other committee or committees as it shall deem advisable and with such rights, power, and authority as it shall prescribe. Each such committee shall consist of one or more directors.

Section 6. Committee Changes. The Board of Directors shall have the power at any time to fill vacancies in, to change the membership of, and to discharge any committee.

Section 7. Compensation. Members of any committee shall be entitled to such compensation for their services as members of the committee and to such reimbursement for any reasonable expenses incurred in attending committee meetings as may from time to time be fixed by the Board of Directors. Any member may waive compensation for any meeting. Any committee member receiving compensation under these provisions shall not be barred from

serving the Corporation in any other capacity and from receiving compensation and reimbursement of reasonable expenses for such other services.

Section 8. Action by Consent. Any action required or permitted to be taken at any meeting of any committee of the Board of Directors may be taken without a meeting if a written consent to such action is signed by all members of the committee and such written consent is filed with the minutes of its proceedings.

Section 9. Meetings by Telephone or Similar Communications Equipment. The members of any committee designated by the Board of Directors may participate in a meeting of such committee by conference telephone or similar communications equipment by means of which all persons participating in such meeting can hear each other, and participation in such a meeting shall constitute presence in person by any such committee member at such meeting.

Article V. Notices.

Section 1. Form and Delivery. Whenever a provision of any law, the Certificate of Incorporation, or these By-laws requires that notice be given to any director or stockholder, it shall not be construed to require personal notice unless so specifically provided, but such notice may be given in writing, by mail addressed to the address of the director or stockholder as it appears on the records of the Corporation, with postage prepaid. These notices shall be deemed to be given when they are deposited in the United States mail. Notice to a director may also be given personally or by telephone or by telegram sent to his address as it appears on the records of the Corporation.

Section 2. Waiver. Whenever any notice is required to be given under the provisions of any law, the Certificate of Incorporation, or these By-laws, a written waiver thereof signed by the person entitled to said notice, whether before or after the time stated therein, shall be deemed to be equivalent to such notice. In addition, any stockholder who attends a meeting of stockholders in person or is represented at such meeting by proxy, without protesting at the commencement of the meeting the lack of notice thereof to him, or any director who attends a meeting of the Board of Directors without protesting at the commencement of the meeting of the lack of notice, shall be conclusively deemed to have waived notice of such meeting.

Article VI. Officers.

Section 1. Designations. The officers of the Corporation shall be chosen by the Board of Directors. The Board of Directors may choose a Chairman of the Board, a President, a Vice President or Vice Presidents, a Secretary, a Treasurer, one or more Assistant Secretaries and/or Assistant Treasurers, and other officers and agents that it shall deem necessary or appropriate. All officers of the Corporation shall exercise the powers and perform the duties that shall from time to time be determined by the Board of Directors. Any number of offices may be

held by the same person, unless the Certificate of Incorporation or these By-laws provide otherwise.

Section 2. Term of, and Removal From, Office. At its first regular meeting after each annual meeting of stockholders, the Board of Directors shall choose a President, a Secretary, and a Treasurer. It may also choose a Chairman of the Board, a Vice President or Vice Presidents, one or more Assistant Secretaries and/or Assistant Treasurers, and such other officers and agents as it shall deem necessary or appropriate. Each officer of the Corporation shall hold office until his successor is chosen and shall qualify. Any officer elected or appointed by the Board of Directors may be removed, with or without cause, at any time by the affirmative vote of a majority of the directors then in office. Removal from office, however, shall not prejudice the contract rights, if any, of the person removed. Any vacancy occurring in any office of the Corporation may be filled for the unexpired portion of the term by the Board of Directors.

Section 3. Compensation. The salaries of all officers of the Corporation shall be fixed from time to time by the Board of Directors, and no officer shall be prevented from receiving a salary because he is also a director of the Corporation.

Section 4. The Chairman of the Board. The Chairman of the Board will preside at all meetings of stockholders and of the Board of Directors.

Section 4(a). Chief Executive Officer. The Chief Executive Officer, subject to the direction of the Board of Directors, shall have general charge of the business, affairs, and property of the Corporation and general supervision over its other officers and agents.

Section 5. The President.

(a) The President, if there is no chief executive officer of the Corporation and, subject to the direction of the Board of Directors, shall have general charge of the business, affairs, and property of the Corporation and general supervision over its other officers and agents. In general, he shall perform all duties incident to the office of President and shall see that all orders and resolutions of the Board of Directors are carried into effect.

(b) Unless otherwise prescribed by the Board of Directors, the President shall have full power and authority to attend, act, and vote on behalf of the Corporation at any meeting of the security holders of other corporations in which the Corporation may hold securities. At any such meeting, the President shall possess and may exercise any and all rights and powers incident to the ownership of such securities that the Corporation might have possessed and exercised if it had been present. The Board of Directors may from time to time confer like powers upon any other person or persons.

Section 6. The Vice President. The Vice President, if any, or in the event there be more than one, the Vice Presidents in the order designated, or in the absence of any designation, in the order of their election, shall, in the absence of the President or in the event of his disability,

perform the duties and exercise the powers of the President and shall generally assist the President and perform such other duties and have such other powers as may from time to time be prescribed by the Board of Directors.

Section 7. The Secretary. The Secretary shall attend all meetings of the Board of Directors and the stockholders and record all votes and the proceedings of the meetings in a book to be kept for that purpose. He shall perform like duties for the Executive Committee or other committees, if required. He shall give, or cause to be given, notice of all meetings of stockholders and special meetings of the Board of Directors, and shall perform such other duties as may from time to time be prescribed by the Board of Directors, the Chairman of the Board, or the President, under whose supervision he shall act. He shall have custody of the seal of the Corporation, and he, or an Assistant Secretary, shall have authority to affix it to any instrument requiring it, and, when so affixed, the seal may be attested by his signature or by the signature of the Assistant Secretary. The Board of Directors may give general authority to any other officer to affix the seal of the Corporation and to attest the affixing thereof by his signature.

Section 8. The Assistant Secretary. The Assistant Secretary, if any, or in the event there be more than one, the Assistant Secretaries in the order designated, or in the absence of any designation, in the order of their election, shall, in the absence of the Secretary or in the event of his disability, perform the duties and exercise the powers of the Secretary and shall perform such other duties and have such other powers as may from time to time be prescribed by the Board of Directors.

Section 9. The Treasurer. The Treasurer shall have custody of the corporate funds and other valuable effects, including securities, and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the Corporation in such depositories as may from time to time be designated by the Board of Directors. He shall disburse the funds of the Corporation in accord with the orders of the Board of Directors, taking proper vouchers for such disbursements, and shall render to the Chairman of the Board, if any, the President, and the Board of Directors, whenever they may require it or at regular meetings of the Board, an account of all his transactions as Treasurer and of the financial condition of the Corporation.

Section 10. The Assistant Treasurer. The Assistant Treasurer, if any, or in the event there shall be more than one, the Assistant Treasurers in the order designated, or in the absence of any designation, in the order of their election, shall, in the absence of the Treasurer or in the event of his disability, perform such other duties and have such other powers as may from time to time be prescribed by the Board of Directors.

Article VII. Indemnification.

Reference is made to Section 145 and any other relevant provisions of the General Corporation Law of the State of Delaware. Particular reference is made to the class of persons, hereinafter called "Indemnitees", who may be indemnified by a Delaware corporation pursuant to the provisions of such Section 145, namely, any person, or the heirs, executors, or administrators of such person, who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative, by reason of the fact that such person is or was a director, officer, employee, or agent of such corporation or is or was serving at the request of such corporation as a director, officer, employee, or agent of such corporation or is or was serving at the request of such corporation as a director, officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise. The Corporation shall, and is hereby obligated to, indemnify the Indemnitees, and each of them, in each and every situation where the Corporation is obligated to make such indemnification pursuant to the aforesaid statutory provisions. The Corporation shall indemnify the Indemnitees, and each of them, in each and every situation where, under the aforesaid statutory provisions, the Corporation is not obligated, but is nevertheless permitted or empowered, to make such indemnification, it being understood that, before making such indemnification with respect to any situation covered under this sentence, (i) the Corporation shall promptly make or cause to be made, by any of the methods referred to in Subsection (d) of such Section 145, a determination as to whether each Indemnitee acted in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interests of the Corporation, and, in the case of any criminal action or proceeding, had no reasonable cause to believe that his conduct was unlawful, and (ii) that no such indemnification shall be made unless it is determined that such Indemnitee acted in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interests of the Corporation, and, in the case of any criminal action or proceeding, had no reasonable cause to believe that his conduct was unlawful.

Article VIII. Affiliated Transactions and Interested Directors.

Section 1. Affiliated Transactions. No contract or transaction between the Corporation and one or more of its directors or officers, or between the Corporation and any other corporation, partnership, association, or other organization in which one or more of its directors or officers are directors or officers or have a financial interest, shall be void or voidable solely for this reason, or solely because the director or officer is present at or participates in the meeting of the Board of Directors or committee thereof that authorizes the contract or transaction or solely because his or their votes are counted for such purpose if:

(a) The material facts as to his relationship or interest and as to the contract or transaction are disclosed or are known to the Board of Directors or the committee, and the Board of Directors or committee in good faith authorizes the contract or transaction by the affirmative

vote of a majority of the disinterested directors, even though the disinterested directors be less than a quorum; or

(b) The material facts as to his relationship or interest and as to the contract or transaction are disclosed or are known to the stockholders entitled to vote thereon, and the contract or transaction is specifically approved in good faith by the vote of the stockholders; or

(c) The contract or transaction is fair as to the Corporation as of the time it is authorized, approved, or ratified by the Board of Directors, a committee thereof, or the stockholders.

Section 2. Determining Quorum. Common or interested directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee thereof which authorizes the contract or transaction.

Article IX. Stock Certificates.

Section 1. Form and Signatures.

(a) Every holder of stock of the Corporation shall be entitled to a certificate stating the number and class, and series, if any, of shares owned by him, signed by the Chairman of the Board, if any, or the President and the Treasurer or an Assistant Treasurer, or the Secretary or an Assistant Secretary of the Corporation, and bearing the seal of the Corporation. The signatures and the seal may be facsimiles. A certificate may be signed, manually or by facsimile, by a transfer agent or registrar other than the Corporation or its employee. In case any officer who has signed, or whose facsimile signature was placed on, a certificate shall have ceased to be such officer before the certificate is issued, it may nevertheless be issued by the Corporation with the same effect as if he were such officer at the date of its issue.

(b) All stock certificates representing shares of capital stock that are subject to restrictions on transfer or to other restrictions may have imprinted thereon any notation to that effect determined by the Board of Directors.

Section 2. Registration of Transfer. Upon surrender to the Corporation or any transfer agent of the Corporation of a certificate for shares duly endorsed or accompanied by proper evidence of succession, assignment, or authority to transfer, the Corporation or its transfer agent shall issue a new certificate to the person entitled thereto, cancel the old certificate, and record the transaction upon the books of the Corporation.

Section 3. Registered Stockholders.

(a) Except as otherwise provided by law, the Corporation shall be entitled to recognize the exclusive right of a person who is registered on its books as the owner of shares of

its capital stock to receive dividends or other distributions and to vote or consent as such owner, and to hold liable for calls and assessments any person who is registered on its books as the owner of shares of its capital stock. The Corporation shall not be bound to recognize any equitable or legal claim to, or interest in, such shares on the part of any other person.

(b) If a stockholder desires that notices and/or dividends shall be sent to a name or address other than the name or address appearing on the stock ledger maintained by the Corporation, or its transfer agent or registrar, if any, the stockholder shall have the duty to notify the Corporation, or its transfer agent or registrar, if any, in writing of his desire and specify the alternate name or address to be used.

Section 4. Record Date. In order that the Corporation may determine the stockholders of record who are entitled to receive notice of, or to vote at, any meeting of stockholders or any adjournment thereof or to express consent to corporate action in writing without a meeting, to receive payment of any dividend or other distribution or allotment of any rights, or to exercise any rights in respect of any change, conversion, or exchange of stock or for the purpose of any lawful action, the Board of Directors may, in advance, fix a date as the record date for any such determination. Such date shall not be more than sixty nor less than ten days before the date of such meeting, nor more than sixty days prior to the date of any other action. A determination of stockholders of record entitled to notice of, or to vote at, a meeting of stockholders shall apply to any adjournment of the meeting taken pursuant to Section 8 of Article II; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

Section 5. Lost, Stolen, or Destroyed Certificates. The Board of Directors may direct that a new certificate be issued to replace any certificate theretofore issued by the Corporation that, it is claimed, has been lost, stolen, or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate to be lost, stolen, or destroyed. When authorizing the issue of a new certificate, the Board of Directors may, in its discretion and as a condition precedent to the issuance thereof, require the owner of the lost, stolen, or destroyed certificate, or his legal representative, to advertise the same in such manner as it shall require, and/or to give the Corporation a bond in such sum, or other security in such form, as it may direct as indemnity against any claims that may be made against the Corporation with respect to the certificate claimed to have been lost, stolen, or destroyed.

Article X. General Provisions.

Section 1. Dividends. Subject to the provisions of law and the Certificate of Incorporation, dividends upon the outstanding capital stock of the Corporation may be declared by the Board of Directors at any regular or special meeting, and may be paid in cash, in property, or in shares of the Corporation’s capital stock.

Section 2. Reserves. The Board of Directors shall have full power, subject to the provisions of law and the Certificate of Incorporation, to determine whether any, and, if so, what part, of the funds legally available for the payment of dividends shall be declared as dividends and paid to the stockholders of the Corporation. The Board of Directors, in its sole discretion, may fix a sum that may be set aside or reserved over and above the paid-in capital of the Corporation as a reserve for any proper purpose, and may, from time to time, increase, diminish, or vary such amount.

Section 3. Fiscal Year. Except as from time to time otherwise provided by the Board of Directors, the fiscal year of the Corporation shall end on December 31 in each year.

Section 4. Seal. The corporate seal shall have inscribed thereon the name of the Corporation, the year of its incorporation, and the words "Corporate Seal" and "Delaware".

Article XI. Amendments.

The Board of Directors shall have the power to alter and repeal these By-laws and to adopt new By-laws by an affirmative vote of a majority of the whole Board, provided that notice of the proposal to alter or repeal these By-laws or to adopt new By-laws must be included in the notice of the meeting of the Board of Directors at which such action takes place.

Exhibit 3.41

The Commonwealth of Massachusetts

MICHAEL J. CONNOLLY
Secretary of State
ONE ASHBURTON PLACE, BOSTON, MASS. 02108

FEDERAL IDENTIFICATION
NO. 04-2507498

RESTATED ARTICLES OF ORGANIZATION
General Laws, Chapter 156B, Section 74

This certificate must be submitted to the Secretary of the Commonwealth within sixty days after the date of the vote of stockholders adopting the restated articles of organization. The fee for filing this certificate is prescribed by General Laws, Chapter 156B, Section 114. Make check payable to the Commonwealth of Massachusetts.

We, Donald L. Corey and Elliott S. Topkins, President and Assistant Clerk of

RECYCLING INDUSTRIES, INC.

located at 385 Quincy Avenue, Braintree, Massachusetts 02184 do hereby certify that the following restatement of the articles of organization of the corporation was duty adopted at a meeting held on August 26, 1980, by vote of

375 shares of Common out of 375 shares outstanding,

being at least two-thirds of each class of stock outstanding and entitled to vote and of each class or series of stock adversely affected thereby:

1. The name by which the corporation shall be known is:

   RECYCLING INDUSTRIES, INC.

2. The purposes for which the corporation is formed are as follows:

   To engage in the business of operating sanitary landfills and further to engage in the businesses of hauling and transporting material of all kinds and of collecting and disposing of rubbish and waste of all kinds and description.

   To purchase or otherwise acquire, invest in, own mortgage, pledge, sell, assign and transfer or otherwise dispose of, trade in and deal in and with real estate and personal property of every kind, class and description (including, without limitation, goods, wares and merchandise of every kind, class and description), to manufacture goods, wares and merchandise of every kind, class and description and to render services of every kind, class and description; both on its own account and for others.

Continued on Page 2A

3. The total number of shares and the par value, if any, of each class of stock which the corporation is authorized to issue is as follows:

CLASS OF STOCK	WITHOUT PAR VALUE NUMBER OF SHARES	WITH PAR VALUE NUMBER OF SHARES	PAR VALUE
Preferred:	None	None	None
Common:		1,000	$ 1.00

4. If more than one class is authorized, a description of each of the difference classes of stock with, if any, the preferences, voting powers, qualifications, special or relative rights or privileges as to each class thereof and any series now established:

None

5. The restrictions, if any, imposed by the articles of organization upon the transfer of shares of stock of any class are as follows:

None

6. Other lawful provisions, if any, for the conduct and regulation of the business and affairs of the corporation, for its voluntary dissolution, or for limiting, defining, or regulating the powers of the corporation, or of its directors or stockholders, or of any class of stockholders:

Meetings of the stockholders of the Corporation may be held anywhere in the United States.

The Corporation may be a partner in any business enterprise which the Corporation would have power to conduct by itself.

To subscribe for, take, acquire, hold, sell, exchange and deal in shares, stocks. bonds, obligations and securities of any government, authority or company; to form, promote, subsidize and assist companies, syndicates or partnerships of all kinds and to finance and refinance the same; and to guaranty the obligations of other persons, firms or corporations.

To carry on any other business and to do any other thing permitted by all present and future laws of the Commonwealth of Massachusetts applicable to business corporations.

We further certify that the foregoing restated articles of organization effect no amendments to the articles of organization of the corporation as heretofore amended, except amendments to the following articles:

Article 3, Article 6

Briefly describe amendments in space below:

Article 3. Change in the total number of shares and the par value of each class of stock which the corporation is authorized to issue from 7,300 shares of Common Stock without par value to 1,000 shares of Common Stock with $1.00 par value.

Article 6. Insertion of other lawful provision.

IN WITNESS WHEREOF AND UNDER THE PENALTIES OF PERJURY, we have hereto signed our names this 26th day of August in the year 1980.

/s/ Donald L. Corey	President
/s/ Elliott S. Topkins	Assistant Clerk

THE COMMONWEALTH OF MASSACHUSETTS

RESTATED ARTICLES OF ORGANIZATION
(General Laws, Chapter 156B, Section 74)

I hereby approve the within restated articles of organization and the filing fee in the amount of $ having been paid, said articles are deemed to have been filed with me this day of , 19

MICHAEL JOSEPH CONNOLLY
Secretary of State

TO BE FILLED IN BY CORPORATION

PHOTO COPY OF RESTATED ARTICLES OF ORGANIZATION TO BE SENT

TO: Mintz, Levin, Cohn, Glovsky and Popeo
One Center Plaza
Boston, Massachusetts 02108
(617) 742-5800
Attention: Jeffrey M. Weison, Esquire

The Commonwealth of Massachusetts
Secretary of the Commonwealth
One Ashburton Place
Boston, Mass. 02108

FEDERAL IDENTIFICATION
NO. 04-2507498

ARTICLES OF AMENDMENT
General Laws, Chapter 156B, Section 72

This certificate must be submitted to the Secretary of the Commonwealth within sixty days after the date of the vote of stockholders adopting the amendment. The fee for filing this certificate is prescribed by General Laws, Chapter 158B, Section 114. Make check payable to the Commonwealth of Massachusetts.

We, Robert Fletcher, President and Amy C. MacF. Burbott, Assistant Clerk of

Recycling Industries, Inc.

located at 385 Quincy Avenue, Braintree, Massachusetts 02184 do hereby certify that the following amendment to the articles of organization of the corporation was duly adopted at a meeting held on August 9, 1983 , by vote of

375 shares of Common out of 375 shares outstanding,

being at least a majority of each class outstanding and entitled to vote thereon and of each class or series of stock whose rights are adversely affected thereby:

‘For amendments adopted pursuant to Chapter 156B, Section 70.

‘For amendments adopted pursuant to Chapter 156B, Section 71.

NOTE: Amendments for which the space provided above is not sufficient should be set out on continuation sheets to be numbered 2a, 2b, etc. Continuation sheets shall be on 81/2” wide x 11” high paper and must have a left-hand margin 1 inch wide for binding. Only one side should be used.

CONSENT TO USE OF NAME

SCA Services, Inc., a corporation organized under the laws of the State of Delaware, hereby consents to the change of name from Recycling Industries, Inc. to SCA Chemical Services (MA) Inc. in the State of Massachusetts.

IN WITNESS WHEREOF, the said SCA Services, Inc. has caused this consent to be executed by its president and attested under its corporate seal by its secretary, this day of 19

SCA Services, Inc.

By /s/ Henry E. Russell
President

Attest:

/s/ Vice President
Vice President

(SEAL)

Article 1 of the Articles of Organization of the Corporation be and hereby is amended to read as follows:

"1. The name by which the Corporation shall be known is:

SCA CHEMICAL SERVICES (MA) INC."

The foregoing amendment will become effective when these articles of amendment are filed in accordance with Chapter 156B, Section 6 of the General Laws unless these articles specify, in accordance with the vote adopting the amendment, a later effective date not more than thirty days after such filing, in which event the amendment will become effective on such later date.

IN WITNESS WHEREOF AND UNDER THE PENALTIES OF PERJURY, we have hereto signed our names as of the 4th day of August, 1983.

/s/ Robert Fletcher	President
/s/ Amy C. MacF. Burbott	Assistant Clerk

THE COMMONWEALTH OF MASSACHUSETTS

ARTICLES OF AMENDMENT
(General Laws, Chapter 156B, Section 72)

I hereby approve the within restated articles of organization and the filing fee in the amount of $75.00 having been paid, said articles are deemed to have been filed with me this 26th day of August, 1983.

MICHAEL JOSEPH CONNOLLY
Secretary of the Commonwealth
One Ashburton Plce
Boston, Mass.

% CT Corporation System
2 Oliver Street
Boston, Ma. 02109

The Commonwealth of Massachusetts
OFFICE OF THE MASSACHUSETTS SECRETARY OF STATE
MICHAEL JOSEPH CONNOLLY, SECRETARY
ONE ASHBURTON PLACE, BOSTON, MASS. 02108

FEDERAL IDENTIFICATION
NO. 04-2507498

ARTICLES OF AMENDMENT
General Laws, Chapter 156B, Section 72

This certificate must be submitted to the Secretary of the Commonwealth within sixty days after the date of the vote of stockholders adopting the amendment. The fee for filing this certificate is prescribed by General Laws, Chapter 158B, Section 114. Make check payable to the Commonwealth of Massachusetts.

We, Alan S. McKim, President and C. Michael Malm, Clerk of

SCA CHEMICAL SERVICES (MA) INC.

located at 385 Quincy Avenue, Braintree, Massachusetts 02184 do hereby certify that the following amendment to the articles of organization of the corporation was duly adopted at a meeting held on June 3, 1985, by vote of

375 shares of Common out of 375 shares outstanding,

being at least a majority of each class outstanding and entitled to vote thereon and of each class or series of stock whose rights are adversely affected thereby:

‘For amendments adopted pursuant to Chapter 156B, Section 70.

‘For amendments adopted pursuant to Chapter 156B, Section 71.

NOTE: Amendments for which the space provided above is not sufficient should be set out on continuation sheets to be numbered 2a, 2b, etc. Continuation sheets shall be on 81/2” wide x 11” high paper and must have a left-hand margin 1 inch wide for binding. Only one side should be used.

CleanHarbors Inc.
OIL POLLUTION CONTROL/TANK FARM MAINTENANCE

Secretary of State
Corporation Department
One Ashburton Place
Boston, MA

CONSENT TO USE OF NAME

Clean Harbors Inc., a corporation organized under the laws of the Commonwealth of Massachusetts, hereby consents to the change of name SCA Chemical Services (MA) Inc., to Clean Harbors of Braintree, Inc.

CLEAN HARBORS, INC.

By: /s/ Alan S. McKim, President
Alan. S. McKim, President

Article 1 of the Articles of Organization of the Corporation be and hereby is amended to read as follows:

“1. The name by which the Corporation shall be known is:

CLEAN HARBORS OF BRAINTREE, INC.”

The foregoing amendment will become effective when these articles of amendment are filed in accordance with Chapter 156B, Section 6 of the General Laws unless these articles specify, in accordance with the vote adopting the amendment, a later effective date not more than thirty days after such filing, in which event the amendment will become effective on such later date.

IN WITNESS WHEREOF AND UNDER THE PENALTIES OF PERJURY, we have hereto signed our names as of the 3rd day of June, 1985.

/s/ Alan S. McKim	President
/s/ C. Michael Malm	Clerk

THE COMMONWEALTH OF MASSACHUSETTS

ARTICLES OF AMENDMENT
(General Laws, Chapter 156B, Section 72)

I hereby approve the within restated articles of organization and the filing fee in the amount of $75.00 having been paid, said articles are deemed to have been filed with me this 24th day of June, 1985.

MICHAEL JOSEPH CONNOLLY
Secretary of State

TO BE FILLED IN BY CORPORATION

PHOTO COPY OF AMENDMENT TO BE SENT

TO: C. Michael Malm
Davis, Malm & D'Agostine
One Boston Place
Boston, MA 02108
Telephone: (617) 367-2500

CLEAN HARBORS OF BRAINTREE, INC.
f/k/a SCA CHEMICAL SERVICES (MA) INC.

BY-LAWS

ARTICLE I

Name

The name of the corporation is its name as specified in its Articles of Organization.

ARTICLE II

Offices

Except as from time to time otherwise provided by the Board of Directors, the principal office of the corporation shall be at Kingston, Massachusetts, and other offices or places of business may be located within or without the Commonwealth as the Board of Directors may deem such necessary or convenient for the carrying on of the business of the corporation.

ARTICLE III

Fiscal Year

Except as from time to time otherwise provided by the Board of Directors, the fiscal year of the Corporation shall end on the 28th day of February in each year.

ARTICLE IV

Stockholders

Section 1. Annual Meeting. The annual meeting of the Stockholders of the corporation shall be held on the second Tuesday of March in each year, or, if such date shall be a legal holiday where the meeting is to be held, on the next succeeding full business day, at such time and place, as shall be stated in the notice of the meeting, and as the Directors, the President or Clerk shall determine. The purposes for which the annual meetings are to be held, in addition to those prescribed by law, by the Articles of Organization or by these By-laws, may be specified by the Directors or the President. If no annual meeting is held, a special meeting may be held in lieu thereof, and any action taken at such meeting shall have the same effect as if taken at the annual meeting.

Section 2. Special Meeting. Special meetings of Stockholders may be called by the President or by a majority of the Directors, and shall be called by the Clerk or, in case of the death, absence, incapacity or refusal of the Clerk, by any other officer, upon written application of one or more Stockholders who hold at least one-tenth part in interests of the capital stock entitled to vote at the meeting.

Section 3. Place of Meetings. All meetings of Stockholders shall be held at the principal office of the corporation unless a different place is fixed by the Directors or the President and stated in the notice of the meeting.

Section 4. Notice of Meetings. Notice of all meetings of Stockholders, whether annual or special, shall be given in writing to each Stockholder entitled to vote at such meeting and to each Stockholder who, by law, by the Articles of Organization or by these By-Laws is entitled to such notice, by the President or by the Clerk, or in case of their refusal, by the person or persons entitled to call meetings under the provisions of these By-Laws, which notice shall state the purpose for which the meeting is called, and the place, day and hour of the meeting.

Such notice shall be given at least seven days before the meeting to such Stockholder by leaving such notice with him at his residence or usual place of business, or by mailing it postage prepaid and addressed to such Stockholder at his address as it appears on the records of the corporation. The non-receipt of any notice by any Stockholder shall not invalidate any vote passed or any proceedings taken at any meeting.

A written waiver of notice executed before or after the meeting by any Stockholder, or by his authorized attorney and filed with the records of the meeting shall be equivalent to due notice to such Stockholder.

Section 5. Ouorum. The holder or holders of a majority in interest of all stock issued, outstanding and entitled to vote on any matter shall constitute a quorum with respect to such matter, but a lesser interest may adjourn any meeting from time to time, and the meeting may be held as adjourned without further notice. At any such adjourned meeting at which a quorum shall be present, any business may be transacted which might have been transacted at the meeting as originally called.

Section- 6. Voting and Proxies. Except as otherwise provided with respect to different classes or series of stock, Stockholders entitled to vote shall have one vote for each share of stock owned by them and a proportionate vote for a fractional share. Stockholders may vote in person or by proxy. No proxy dated more than six months before the meeting named therein shall be valid and no proxy shall be valid after the final adjournment of such meeting. Except as otherwise limited therein, proxies shall entitle the holders thereof to vote at any adjournment of such meeting. Such proxies shall be filed with the Clerk of the meeting before being voted. A proxy with respect to stock held in the name of two or more persons shall be valid if executed by any one of them unless at or prior to exercise of the proxy the corporation receives a specific written notice to the contrary from any one of them. A proxy purporting to be executed by or on behalf of a Stockholder shall be deemed valid unless challenged at or prior to its exercise and the burden of proving invalidity shall rest on the challenger.

Section 7. Action at Meeting. When a quorum is present, the holder or holders of a majority of the stock present or represented and entitled to vote on a matter, except where a larger vote is required by law or by these By-Laws, or by the Articles of Organization, shall decide any matter to be voted on by the Stockholders. Any election by Stockholders shall be determined by a plurality of the votes cast by the Stockholders entitled to vote at the election. No ballot shall be required for such election unless requested by a Stockholder present or

represented at the meeting and entitled to vote in such election. The corporation shall not directly or indirectly vote any share of its stock.

Section 8. Action without Meeting. Any action to be taken by Stockholders may be taken without a meeting if all Stockholders entitled to vote on the matter consent to the action by a writing filed with the records of the meetings of Stockholders. Such consent shall be treated for all purposes as an affirmative vote at a meeting.

Section 9. Fixing Record Date; Closing Transfer Books. The Directors may fix in advance a time which, unless a shorter period is provided in the Articles of Organization or these By-Laws, shall not be more than sixty days before the date of any meeting of Stockholders or the date for the payment of any dividend or the making of any distribution to Stockholders or the last day on which the consent or dissent of Stockholders may be effectively expressed for any purpose, as the record date for determining the Stockholders having the right to notice of and to vote at such meeting and any adjournment thereof or the right to receive such dividend or distribution or the right to give such consent or dissent, and in such case, only Stockholders of record on such record date shall have such right, notwithstanding any transfer of stock on the books of the corporation after the record date; or without fixing such record date, the Directors may for any of such purposes close the transfer books, for any or all of such period.

Section 10. Persons Entitled to be Present. The only persons entitled to attend a meeting of Stockholders shall be those entitled to notice of such meeting and those entitled to vote at the meeting in person or as a proxy holder, and any other person may be admitted only on the invitation of the President or Chairman of the meeting or by a vote of a majority of the Stockholders present at such meeting.

ARTICLE V

Directors

Section 1. Powers. The business of the corporation shall be managed by and the property of the corporation shall be controlled by a Board of Directors who may exercise all the powers of the corporation, except as otherwise provided by law, by the Articles of Organization or by these By-Laws.

Section 2. Election. A Board of Directors shall be elected by the Stockholders at the annual meeting, or special meeting of the Stockholders in lieu thereof. No Director need be a Stockholder.

The Board of Directors shall be not less than three nor more than nine in number; except that whenever there shall be only two Stockholders, the number of Directors shall be not less than two and whenever there shall be only one Stockholder, the number of Directors shall be not less than one.

Section 3. Vacancies. Any vacancy in the Board of Directors, however occurring, may be filled by the Directors, except as otherwise provided in Sections 4 and 6 of this Article V. Successor Directors so elected shall hold office for the unexpired term subject to the provisions of these By-Laws.

Section 4. Enlargement or Reduction of the Board. The Board of Directors may be enlarged during any year to not more than the maximum number specified in Section 2 of this Article V by vote of the Stockholders. In the event of such an increase, the Stockholders may elect, or authorize the Directors to elect, new Directors to complete the number so fixed.

The Board of Directors may be decreased during any year to not fewer than the minimum number specified in Section 2 of this Article V by vote of the Stockholders. In the event of such a decrease, the Stockholders may remove Directors to reduce the number of Directors to the number so fixed.

Section 5. Tenure. Except as otherwise provided by law, by the Articles of Organization, or by these By-Laws, Directors shall hold office until the next annual meeting of Stockholders, or special meeting in lieu of said annual meeting, and thereafter until their successors are elected and qualified. Any Director may resign by delivering his written resignation to the corporation at its principal office or to the President or Clerk. Such- resignation shall become effective upon receipt unless it is specified to be effective at some other time or upon the happening of some other event.

Section 6. Meetings. Regular meetings of the Board of Directors may be held without notice if the time and place of such meetings are fixed in advance by the Board of Directors. A regular meeting of the Board of Directors may be held without call or formal notice immediately after, and at the same place as, the annual meeting of the Stockholders, or the special meeting of the Stockholders held in lieu of such annual meeting. Special meetings of the Board of Directors may be held at such times and places as may be specified in the notice therefor. The President or the Clerk may call or order meetings; and the Clerk, if requested by two or more Directors, shall call such meetings.

Section 8. Notice of Meetings. Notice of the time and place of any meeting of the Board of Directors, except regular meetings as specified in the preceding Section or those held upon adjournment of Stockholders' meetings as above provided, shall be served upon or telephoned to each Director at least twenty-four hours, or mailed or telegraphed to each Director at his home or office address as shown on the records of the corporation, at least forty-eight hours prior to the time of such meeting. A written waiver of notice, executed before or after any meeting by a Director and filed with the records of the meeting shall be equivalent to due notice to such Director. The presence of any Director at a meeting of the Board of Directors, without protesting prior to such meeting or at its commencement the lack of notice to him, shall be the equivalent of due and sufficient notice to him. A notice or waiver of notice of a meeting of the Board of Directors need not specify the purposes of such meeting.

Section 9. Quorum. A majority of the Directors in office shall constitute a quorum. Less than a quorum may adjourn a meeting of the Board of Directors from time to time without notice until a quorum shall attend.

Section 10. Action of Meeting. At any meeting of the Board of Directors at which a quorum is present, the vote of a majority of those present, unless a different vote is specified by law, by the Articles of Organization, or by these By-Laws, shall be sufficient to decide a matter.

Section 11. Action by Consent. Any action by the Directors may be taken without a meeting of the Board of Directors if a written consent thereto is signed by all the Directors and filed with the records of such meeting. Such consent shall be treated for all, purposes as an affirmative vote at a meeting.

Section 12. Telephone Conference Meetings. Members of the Board of Directors may participate in a meeting of the Board by means of a conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other at the same time and participation by such means shall constitute presence in person at the meeting.

ARTICLE VI

Officers

Section 1. Enumeration. The officers of the corporation shall consist of a President, Treasurer, Clerk and such other officers, including one or more Vice Presidents, Assistant Treasurers, Assistant Clerks, Chairman of the Board of Directors, and Secretary, as the Directors may determine.

Section 2. Election. The Treasurer and Clerk shall be elected annually by the Stockholders at their annual meeting or special meeting in lieu thereof. The President shall be elected annually by the Directors at the first meeting of the Board of Directors following the annual meeting of the Stockholders or special meeting in lieu thereof; and other officers may from time to time be chosen by the Directors.

Section 3. Qualification. No officer or Director need be a Stockholder. Any two or more offices may be held by the same person, so far as permitted by law. The Clerk shall be a resident of Massachusetts, unless the corporation shall have appointed a resident agent as permitted by law. Any officer chosen by the Directors may be required by them to give bond for the faithful, performance of his duties to the corporation in such amount and with such sureties as the Directors may determine.

Section 4. Tenure. Except as otherwise provided by law, the Articles of Organization and these By-Laws, the Treasurer and Clerk shall hold office until the next annual meeting of Stockholders or special meeting in lieu thereof and until their respective successors are chosen and qualified, and the President shall hold office until the first meeting of the Board of Directors following such Stockholders' meeting and until his successor is chosen and qualified.

Section 5. Resignation and Removal. Any officer may resign by delivering his written resignation to the corporation at its principal office or to the President or Clerk, and such resignation shall be effective upon receipt unless it is specified to be effective at some other time or upon the happening of some other event.

The Directors may remove any officer chosen by them without cause by a vote of a majority of the Directors then in office. Officers elected by the Stockholders may be removed from office without cause by a vote of the holders of a majority of the shares entitled to vote in the election of such officers. No officer shall be removed in any other manner. Vacancies so

created may be filled by the Directors, except vacancies in the office of the Treasurer or Clerk shall be filled by the Stockholders. Successors so elected shall hold office for the unexpired term subject to the provisions of these By-Laws.

Section 6. Delegation of Duties. In case of the death, absence or inability to act of any officer of the corporation, the Board of Directors may delegate all or any part of the powers of such officer to any other officer or to any Director.

Section 7. President and Vice President. The President shall be the chief executive officer of the corporation and shall, subject to the direction of the Directors, have general supervision and control of its business. Unless otherwise provided by the Directors or these By-Laws he shall preside, when present, at all meetings of Stockholders and of the Board of Directors. The President need not be a Director.

Any Vice President shall have such powers and duties as may be assigned to him from time to time by the Board of Directors.

Section 8. Treasurer. Subject to the direction and supervision of the Directors, the Treasurer shall have general charge of the financial affairs of the corporation, and shall have the care and custody of all funds, securities and valuable documents of the corporation, except as the Directors may otherwise provide. He shall keep or cause to be kept accurate books of account which shall at all times remain the property of the corporation. He shall perform all acts incident to the office of Treasurer and shall perform such additional duties as the Directors or the President may designate.

Section 9. Clerk and Secretary. The Clerk shall keep a record of all proceedings of the Stockholders and, if no Secretary is appointed, of the Board of Directors. In the absence of the Clerk from any meeting of Stockholders or of the Board of Directors, a Temporary Clerk designated by the person presiding at the meeting shall perform the duties of the Clerk.

Section 10. Chairman of the Board of Directors. The Chairman of the Board of Directors, if any, shall be appointed from among the Directors. He shall preside at all meetings of the Board of Directors at which he shall be present, and if a Stockholder, at all meetings of the Stockholders at which he shall be present. He shall have such other powers and perform such other duties as may be designated from time to time by the Board of Directors.

Section 11. Other Powers and Duties. Each officer shall, subject to these By-Laws, have, in addition to the duties and powers specifically set forth in these By-Laws, such duties and powers as the Directors may from time to time designate.

ARTICLE VII

Capital Stock

Section 1. Amount and Classes of Stock. The amount of capital stock, the class and the par value of the shares shall be as fixed in the Articles of Organization. The stock shall conform to the description and terms and have the voting powers, restrictions and qualifications set forth in the Articles of Organization.

Except as otherwise provided by law, the Articles of Organization and these By-laws, the Board of Directors may issue the authorized capital stock of the corporation for such lawful consideration and upon such terms and conditions as they shall deem to be in the best interest of the corporation.

Section 2. Certificates of Stock. Each Stockholder shall be entitled to a certificate of the capital stock of the corporation, stating the number and class and the designation of the series, if any, of the shares held by him, in such form as may be .prescribed by the Directors. The certificate shall be signed by the President or a Vice President, and by the Treasurer or an Assistant Treasurer, and shall be sealed with the corporation's seal. Such signatures may be facsimiles if the certificate is signed by a transfer agent, or by a registrar other than a Director, officer or employee of the corporation. In case any officer who has signed or whose facsimile signature has been placed on such certificate shall have ceased to be such officer before such certificate is issued, it may be issued by the corporation with the same effect as if he were such officer at the time of issue.

Every certificate for shares of stock which are subject to any restriction on transfer pursuant to the Articles of Organization, these By-Laws or any agreement to which the corporation is a party, shall have such restriction noted conspicuously on the certificate and shall also set forth on the face or back either the full text of the restriction or a statement of the existence of such restriction and a statement that the corporation will furnish a copy to the holder of such certificate upon written request and without charge.

Section 3. Transfers. Subject to the restrictions on transfer, if any, shares of stock may be transferred on the books of the corporation by the surrender to the Clerk or transfer agent, if any, of the corporation, of the certificate therefor, properly endorsed by the appropriate person, or accompanied by a written assignment or power of attorney properly executed, and with such reasonable assurance that the endorsements or assignments or powers, one or more, are genuine and effective as the corporation may require. The corporation shall be entitled to treat the record holder of stock as shown on its books as the owner of such stock for all purposes, including the payment of dividends and the right to vote with respect thereto, regardless of any partial or equitable interest therein or any transfer, pledge or other disposition of such stock, until the shares have been transferred on the books of the corporation in accordance with the requirements of these By-Laws.

It shall be the duty of each Stockholder to notify the corporation of his post office address.

Section 4. Replacement of Certificates. Subject to law and to these By-Laws, the Directors may determine the conditions upon which a new certificate of stock may be issued in place of any certificate alleged to have been lost, mutilated or destroyed. They may, in their discretion, require the owner of a lost, mutilated or destroyed certificate, or his legal representative, to give a bond, sufficient in their opinion, with or without surety, to indemnify the corporation against any loss or claim which may arise by reason of the issuance of a certificate in place of such lost, mutilated or destroyed stock certificate.

ARTICLE VIII

Miscellaneous Provisions

Section-1. Seal. The seal of the corporation shall, subject to alteration by the Directors, bear its name, the word “Massachusetts” and year of its incorporation.

Section 2. Execution of Instruments. All deeds, leases, transfers, contracts, bonds, notes and other obligations authorized to be executed by an officer of the corporation in its behalf shall be signed by the President or the Treasurer, except as the Directors may generally or in particular cases otherwise determine.

Section 3. Voting of Securities. Except as the Directors may otherwise designate, the President or Treasurer may waive notice of, and appoint any person or persons including themselves or either of them, to act as proxy or attorney in fact for this corporation, with or without power of substitution, at any meeting of stockholders or shareholders of any other corporation or organization, the securities of which may be held by this corporation.

Section 4. Corporate Records. The original, or attested copies of the Articles of Organization, By-Laws and records of all meetings of the Incorporators and Stockholders, and the stock and transfer records, which shall contain the names of all Stockholders and the record address and the amount of stock held by each, shall be kept in Massachusetts at the principal office of the corporation, the office of the Secretary, its resident agent or office of its transfer agent. Said copies and records need not all be kept in the same office.

Section 5. Articles of Organization. References in these By-Laws to the Articles of Organization shall refer to the Articles of Organization of the corporation as amended and in effect from time to time. All provisions of these By-Laws for the regulation and management of the affairs of the corporation shall be subject to such provisions in regard thereto, if any, as are set forth in the Articles of Organization.

Section 6. Amendments. These By-laws may at any time be altered, amended or repealed by vote of the holders of a majority of the shares issued, outstanding and entitled to vote at any meeting duly called for such purpose, provided that notice of the substance of the proposed amendment is stated in the notice of such meeting and that no change in the date fixed for the annual meeting shall be made within sixty days before the date stated in Article IV hereof.

Exhibit 3.42

CERTIFICATE OF INCORPORATION

OF

CLEAN HARBORS OF CONNECTICUT, INC.

THE UNDERSIGNED, for the purpose of forming a corporation pursuant to the provisions of the General Corporation Law of the State of Delaware, does hereby certify and state as follows:

FIRST: The name of the corporation is Clean Harbors of Connecticut, Inc. (the "Corporation").

SECOND: The address of its registered office of the Corporation in the State of Delaware is Corporation Trust Center, 1209 Orange Street, City of Wilmington, County of New Castle, Delaware 19801 and The Corporation Trust Company shall be the registered agent of the corporation in charge thereof.

THIRD: The purpose for which the Corporation is organized is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of the State of Delaware.

FOURTH: The total number of shares of stock which the Corporation shall have the authority to issue is Five Thousand (5,000), of which Five Thousand (5,000) shall be designated Common Stock, no par value per share.

FIFTH: The name and mailing address of the sole incorporator of the Corporation are as follows:

C. Michael Malm, Esq.
Davis, Malm & D'Agostine, P.C.
One Boston Place, 37th Floor
Boston, MA 02108

SIXTH: The Corporation is to have perpetual existence.

SEVENTH: The management of the business and the conduct of the affairs of the Corporation shall be vested in its Board of Directors.

EIGHTH: In furtherance and not in limitation of the powers conferred by statute, the Board of Directors is expressly authorized to adopt, repeal, rescind, alter or amend in any respect the Bylaws of the Corporation. Election of Directors need not be by written ballot unless the Bylaws of the Corporation so provide.

NINTH: To the extent allowed by law, any action that is required to be or may be taken at a meeting of the stockholders of Corporation may be taken without a

meeting if written consent, setting forth the action, shall be signed by persons who would be entitled to vote at a meeting those shares having voting power to cast not less than the minimum number (or numbers, in the case of voting by classes) of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote were present and voted. Prompt notice shall be given of the taking of corporate action without a meeting by less than unanimous written consent to those stockholders on the record date whose shares were not represented on the written consent.

TENTH: The Corporation shall indemnify and hold harmless any director or officer of the Corporation from and against any and all expenses and liabilities that may be imposed upon or incurred by him in connection with, or as a result of, any proceeding in which he may become involved, as a party or otherwise, by reason of the fact that he is or was such a director or officer of the Corporation, whether or not he continues to be such at the time such expenses and liabilities shall have been imposed or incurred, to the fullest extent permitted by the laws of the State of Delaware, as they may be amended from time to time. The indemnification provided for herein shall not be deemed exclusive of any other rights to which those indemnified may be entitled under any By-Law, agreement, vote of stockholders or disinterested directors or otherwise, both as to action in their official capacity and as to action in another capacity while holding such office, and shall continue as to a person who has ceased to be a director, officer, employee, or agent and shall inure to the benefit of the heirs, executors and administrators of such a person.

ELEVENTH: No director or officer of the Corporation shall be personally liable to the Corporation or any stockholder of the Corporation for monetary damages for any breach of fiduciary duty as a director or officer, provided that this Article ELEVENTH shall not limit the liability of a director or officer (i) for any breach of the director’s or officer’s duty of loyalty to the Corporation or its stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) under Section 174 of the General Corporation Law of of Delaware, or (iv) for any transaction from which the director or officer derived an improper personal benefit. If the General Corporation Law of Delaware is amended to authorize corporate action further eliminating or limiting the personal liability of directors or officers, then the liability of a director or an officer shall be eliminated or limited to the fullest extent permitted by the General Corporation Law, as so amended from time to time. Any repeal or modification of the foregoing provisions of this Article ELEVENTH by the stockholders of the Corporation shall not adversely affect any right or protection of a director of the Corporation existing at the time of such repeal or modification.

TWELFTH: Whenever a compromise or arrangement is proposed between the Corporation and its creditors or any class of them and/or between the Corporation and its stockholders or any class of them, any court of equitable jurisdiction within the State of Delaware may, on the application in a summary way of the Corporation or of any creditor or stockholder thereof or on the application of any receiver or receivers appointed for the Corporation under Section 291 of Title 8 of the Delaware Code or on the application of trustees in dissolution or of any receiver or receivers appointed for the Corporation under Section 279 of Title 8 of the Delaware Code order a

meeting of the creditors or class of creditors, and/or of the stockholders or class of stockholders of the Corporation, as the case may be, to be summoned in such manner as the said court directs. If a majority in number representing three fourths in value of the creditors or class of creditors, and/or of the stockholders or class of stockholders of the Corporation, as the case may be, agree to any compromise or arrangement and to any reorganization of the Corporation as consequence of such compromise or arrangement, the said compromise or arrangement and the said reorganization shall, if sanctioned by the court to which the said application has been made, be binding on all the creditors or class of creditors, and/or on all the stockholders or class of stockholders, of the Corporation, as the case may be, and also on the Corporation.

THE UNDERSIGNED, as sole incorporator, has executed, signed and acknowledged this Certificate of Incorporation this 23rd day of July, 2009.

/s/ C. Michael Malm
C. Michael Malm, Incorporator

CERTIFICATE OF AMENDMENT TO CERTIFICATE OF INCORPORATION

OF

CLEAN HARBORS OF CONNECTICUT, INC.

Clean Harbors of Connecticut, Inc., a corporation organized and existing under the Delaware General Corporation Law (the "Corporation"), DOES HEREBY CERTIFY that:

1. The name of the Corporation is Clean Harbors of Connecticut, Inc. The original Certificate of Incorporation was filed with the Secretary of State of the State of Delaware on July 23, 2009 (the "Original Certificate of Incorporation").

2. This Certificate of Amendment to the Original Certificate of Incorporation was duly adopted in accordance with the provisions of Section 242 of the Delaware General Corporation Law, and was approved by written consent of the stockholders of the Corporation given in accordance with the provisions of Section 228 of the Delaware General Corporation Law.

3. The Original Certificate of Incorporation of the Corporation is hereby amended by deleting Article "TWELFTH" thereof in its entirety.

4. The amendment to the Original Certificate of Incorporation shall be effective upon the filing of this Certificate of Amendment with the Secretary of State.

5. Except as amended hereby, the Original Certificate of Incorporation of the Corporation remains in full force and effect in accordance with its terms.

IN WITNESS WHEREOF, the undersigned Secretary of the Corporation has hereunto set his hand on this 6th day of August, 2009 and affirms under penalties of perjury the statements contained herein are true.

CLEAN HARBORS OF CONNECTICUT, INC.

By: /s/ C. Michael Malm
C. Michael Malm, Secretary

BY-LAWS

OF

CLEAN HARBORS OF CONNECTICUT, INC.

Article I. Offices.

Section 1. Registered Office. The registered office of the Corporation shall be at Corporation Trust Center, 1209 Orange Street, City of Wilmington, County of New Castle, Delaware 19801 and the Corporation Trust Company shall be the registered agent of the corporation in charge thereof.

Section 2. Additional Offices. The Corporation may also have offices at such other places, both within and without the State of Delaware, as the Board of Directors may from time to time determine or as the business of the Corporation may require.

Article II. Meetings of Stockholders.

Section 1. Time and Place. A meeting of stockholders for any purpose may be held at such time and place within or without the State of Delaware as shall be stated in the notice of the meeting or in a duly executed waiver of notice thereof.

Section 2. Annual Meeting. Annual meetings of stockholders shall be held on the second Monday of March if not a legal holiday, or, if a legal holiday, then on the next secular day following, at 10:00 a.m., or at such other date and time as shall, from time to time, be designated by the Board of Directors and stated in the notice of the meeting. At such annual meetings, the stockholders shall elect a Board of Directors and transact such other business

as may properly be brought before the meetings.

Section 3. Notice of Annual Meeting. Written notice of the annual meeting, stating the place, date, and time thereof, shall be given to each stockholder entitled to vote at such meeting not less than ten (unless a longer period is required by law) nor more than sixty days prior to the meeting.

Section 4. Special Meetings. Special meetings of the stockholders may be called at any time only by the directors, the President or by one or more stockholders who hold at least one-tenth part interest of the capital stock entitled to vote thereof. Such request shall state the purpose of the proposed meeting.

Section 5. Notice of Special Meeting. Written notice of a special meeting, stating the place, date, and time thereof and the purpose or purposes for which the meeting is called, shall be given to each stockholder entitled to vote at such meeting not less than ten (unless a longer period is required by law) nor more than sixty days prior to the meeting.

Section 6. List of Stockholders. The transfer agent or the officer in charge of the stock ledger of the Corporation shall prepare and make, at least ten days before every meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least ten days prior to the meeting, at a place within the city where the meeting is to be held, which place, if other than the place of the meeting, shall be specified in the notice of the meeting. The list shall also be produced and kept at the place of the meeting during the whole time thereof and may be inspected by any stockholder who is present in person thereat.

Section 7. Presiding Officer and Order of Business.

(a) Meetings of stockholders shall be presided over by the Chairman of the Board. If he is not present or there is none, they shall be presided over by the President, or, if he is not present or there is none, by a Vice President, or, if he is not present or there is none, by a person chosen by the Board of Directors, or, if no such person is present or has been chosen, by a chairman to be chosen by the stockholders owning a majority of the shares of capital stock of the Corporation issued and outstanding and entitled to vote at the meeting and who are present in person or represented by proxy. The Secretary of the Corporation, or, if he is not present, an Assistant Secretary, or, if he is not present, a person chosen by the Board of Directors, shall act as Secretary at meetings of stockholders; if no such person is present or has been chosen, the stockholders owning a majority of the shares of capital stock of the Corporation issued and outstanding and entitled to vote at the meeting who are present in person or represented by proxy shall choose any person present to act as secretary of the meeting.

(b) The following order of business, unless otherwise determined at the meeting, shall be observed as far as practicable and consistent with the purposes of the meeting:

(1) Call of the meeting to order.
(2) Presentation of proof of mailing of the notice of the meeting and, if the meeting is a special meeting, the call thereof.
(3) Presentation of proxies.
(4) Announcement that a quorum is present.
(5) Reading and approval of the minutes of the previous meeting.
(6) Reports, if any, of officers.
(7) Election of directors, if the meeting is an annual meeting or a meeting called for that purpose.
(8) Consideration of the specific purpose or purposes, other than the election of directors, for which the meeting has been called, if the meeting is a special meeting.
(9) Transaction of such other business as may properly come before the meeting.
(10) Adjournment.

Section 8. Quorum and Adjournments. The presence in person or representation by proxy of the holders of a majority of the shares of the capital stock of the Corporation issued and outstanding and entitled to vote shall be necessary to, and shall constitute a quorum for, the transaction of business at all meetings of the stockholders, except as otherwise provided by statute or by the Certificate of Incorporation. If, however, a quorum shall not be present or represented at any meeting of the stockholders, the stockholders entitled to vote thereat who are present in person or represented by proxy shall have the power to adjourn the meeting from time to time until a quorum shall be present or represented. If the time and place of the adjourned meeting are announced at the meeting at which the adjournment is taken, no further notice of the adjourned meeting need be given. Even if a quorum shall be present or represented at any meeting of the stockholders, the stockholders entitled to vote thereat who are present in person or represented by proxy shall have the power to adjourn the meeting from time to time for good cause to a date that is not more than thirty days after the date of the original meeting. Further notice of the adjourned meeting need not be given if the time and place thereof are announced at the meeting at which the adjournment is taken. At any adjourned meeting at which a quorum is present in person or represented by proxy, any business may be transacted that might have been transacted at the meeting as originally called. If the adjournment is for more than thirty days, or if, after the adjournment, a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder of record entitled to vote thereat.

Section 9. Voting.

(a) At any meeting of the stockholders, every stockholder having the right to vote shall be entitled to vote in person or by proxy. Except as otherwise provided by law or the Certificate of Incorporation, each stockholder of record shall be entitled to one vote for each share of capital stock registered in his name on the books of the Corporation.

(b) All elections shall be determined by a plurality vote, and, except as otherwise provided by law or the Certificate of Incorporation, all other matters shall be determined by a vote of a majority of the shares present in person or represented by proxy and voting on such other matters.

Section 10. Action by Consent. Any action required or permitted by law or the Certificate of Incorporation to be taken at any meeting of stockholders may be taken without a meeting, without prior notice if a written consent, setting forth the action so taken, shall be signed by the holders of outstanding stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present or represented by proxy and voted. Such written consent shall be filed with the minutes of the meetings of stockholders. Prompt notice of the taking of the corporate action without a meeting by less than unanimous written consent shall be given to those stockholders who have not consented in writing thereto.

Article III. Directors.

Section 1. General Powers, Number, and Tenure. The business of the Corporation shall be managed by its Board of Directors, which may exercise all powers of the Corporation and perform all lawful acts that are not by law, the Certificate of Incorporation, or these By-laws directed or required to be exercised or performed by the stockholders. The number of directors shall be determined by the Board of Directors; if no such determination is made, the number of directors shall be one. The directors shall be elected at the annual meeting of the stockholders, except as provided in Section 2 of this Article, and each director elected shall hold office until the next annual meeting and until his successor is elected and shall qualify. Directors need not be stockholders.

Section 2. Vacancies. If any vacancies occur in the Board of Directors, or there is an increase in the authorized number of directors, they may be filled by a majority of the directors then in office, or by a sole remaining director. Each director so chosen shall hold office until such director's successor is elected and qualified, or until such director's earlier death, resignation or removal. If there are no directors in office, any officer may call a special meeting of stockholders in accordance with the provisions of the Certificate of Incorporation or these By-laws, at which meeting such vacancies shall be filled.

Section 3. Removal or Resignation.

(a) except as otherwise provided by law or the Certificate of Incorporation, any director or the entire Board of Directors may be removed, with or without cause, by the holders of a majority of the shares then entitled to vote in the election of directors.

(b) Any director may resign at any time by giving written notice to the Board of Directors, the Chairman of the Board, if any, or the President or Secretary of the Corporation. Unless otherwise specified in such written notice, a resignation shall take effect on delivery thereof to the Board of Directors or the designated officer. It shall not be necessary for a resignation to be accepted before it becomes effective.

Section 4. Place of Meetings. The Board of Directors may hold meetings, both regular and special, either within or without the State of Delaware.

Section 5. Annual Meeting. The annual meeting of each newly elected Board of Directors shall be held immediately following the annual meeting of stockholders, and no notice of such meeting shall be necessary to the newly elected directors in order to constitute the meeting legally, provided a quorum shall be present.

Section 6. Regular Meetings. Additional regular meetings of the Board of Directors may be held without notice of such time and place as may be determined from time to time by the Board of Directors.

Section 7. Special Meetings. Special meetings of the Board of Directors may be called by the Chairman of the Board, the President, or by two or more directors on at least two days' notice to each director, if such notice is delivered personally or sent by telegram, or on at least three days' notice if sent by mail. Special meetings shall be called by the Chairman of the Board, President, Secretary, or two or more directors in like manner and on like notice on the written request of one-half or more of the number of directors then in office. Any such notice need not state the purpose or purposes of such meeting, except as provided in Article XI.

Section 8. Quorum and Adjournments. At all meetings of the Board of Directors, a majority of the directors then in office shall constitute a quorum for the transaction of business, and the act of a majority of the directors present at any meeting at which there is a quorum shall be the act of the Board of Directors, except as may be otherwise specifically provided by law or the Certificate of Incorporation. If a quorum is not present at any meeting of the Board of Directors, the directors present may adjourn the meeting from time to time, without notice other than announcement at the meeting at which the adjournment is taken, until a quorum shall be present.

Section 9. Compensation. Directors shall be entitled to such compensation for their services as directors and to such reimbursement for any reasonable expenses incurred in attending directors' meetings as may from time to time be fixed by the Board of Directors. The compensation of directors may be on such basis as is determined by the Board of Directors. Any director may waive compensation for any meeting. Any director receiving compensation under these provisions shall not be barred from serving the Corporation in any other capacity and receiving compensation and reimbursement for reasonable expenses for such other services.

Section 10. Action by Consent. Any action required or permitted to be taken at any meeting of the Board of Directors may be taken without a meeting, and without prior notice, if a written consent to such action is signed by all members of the Board of Directors and such written consent is filed with the minutes of its proceedings.

Section 11. Meetings by Telephone or Similar Communications Equipment. The Board of Directors may participate in a meeting by conference telephone or similar communications equipment by means of which all directors participating in the meeting can hear each other, and participation in such a meeting shall constitute presence in person by any such director at such meeting.

Article IV. Committees.

Section 1. Executive Committee. The Board of Directors, by resolution adopted by a majority of the whole Board, may appoint an Executive Committee consisting of one or more directors, one of whom shall be designated as Chairman of the Executive Committee. Each member of the Executive Committee shall continue as a member thereof until the expiration of his term as a director or his earlier resignation, unless sooner removed as a member or as a director.

Section 2. Powers. The Executive Committee shall have and may exercise those rights, powers, and authority of the Board of Directors as may from time to time be granted to it by the Board of Directors to the extent permitted by law, and may authorize the seal of the Corporation to be affixed to all papers that may require it.

Section 3. Procedure and Meetings. The Executive Committee shall fix its own rules of procedure and shall meet at such times and at such place or places as may be provided by such rules or as the members of the Executive Committee shall fix. The Executive Committee shall keep regular minutes of its meetings, which it shall deliver to the Board of Directors from time to time. The Chairman of the Executive Committee or, in his absence, a member of the Executive Committee chosen by a majority of the members present, shall preside at meetings of the Executive Committee; and another member chosen by the Executive Committee shall act as Secretary of the Executive Committee.

Section 4. Quorum. A majority of the Executive Committee shall constitute a quorum for the transaction of business, and the affirmative vote of a majority of the members present at any meeting at which there is a quorum shall be required for any action of the Executive Committee; provided, however, that when an Executive Committee of one member is authorized under the provisions of Section 1 of this Article, that one member shall constitute a quorum.

Section 5. Other Committees. The Board of Directors, by resolutions adopted by a majority of the whole Board, may appoint such other committee or committees as it shall deem advisable and with such rights, power, and authority as it shall prescribe. Each such committee shall consist of one or more directors.

Section 6. Committee Changes. The Board of Directors shall have the power at any time to fill vacancies in, to change the membership of, and to discharge any committee.

Section 7. Compensation. Members of any committee shall be entitled to such compensation for their services as members of the committee and to such reimbursement for any reasonable expenses incurred in attending committee meetings as may from time to time be fixed by the Board of Directors. Any member may waive compensation for any meeting. Any committee member receiving compensation under these provisions shall not be barred from

serving the Corporation in any other capacity and from receiving compensation and reimbursement of reasonable expenses for such other services.

Section 8. Action by Consent. Any action required or permitted to be taken at any meeting of any committee of the Board of Directors may be taken without a meeting if a written consent to such action is signed by all members of the committee and such written consent is filed with the minutes of its proceedings.

Section 9. Meetings by Telephone or Similar Communications Equipment. The members of any committee designated by the Board of Directors may participate in a meeting of such committee by conference telephone or similar communications equipment by means of which all persons participating in such meeting can hear each other, and participation in such a meeting shall constitute presence in person by any such committee member at such meeting.

Article V. Notices.

Section 1. Form and Delivery. Whenever a provision of any law, the Certificate of Incorporation, or these By-laws requires that notice be given to any director or stockholder, it shall not be construed to require personal notice unless so specifically provided, but such notice may be given in writing, by mail addressed to the address of the director or stockholder as it appears on the records of the Corporation, with postage prepaid. These notices shall be deemed to be given when they are deposited in the United States mail. Notice to a director may also be given personally or by telephone or by telegram sent to his address as it appears on the records of the Corporation.

Section 2. Waiver. Whenever any notice is required to be given under the provisions of any law, the Certificate of Incorporation, or these By-laws, a written waiver thereof signed by the person entitled to said notice, whether before or after the time stated therein, shall be deemed to be equivalent to such notice. In addition, any stockholder who attends a meeting of stockholders in person or is represented at such meeting by proxy, without protesting at the commencement of the meeting the lack of notice thereof to him, or any director who attends a meeting of the Board of Directors without protesting at the commencement of the meeting of the lack of notice, shall be conclusively deemed to have waived notice of such meeting.

Article VI. Officers.

Section 1. Designations. The officers of the Corporation shall be chosen by the Board of Directors. The Board of Directors may choose a Chairman of the Board, a President, a Vice President or Vice Presidents, a Secretary, a Treasurer, one or more Assistant Secretaries and/or Assistant Treasurers, and other officers and agents that it shall deem necessary or appropriate. All officers of the Corporation shall exercise the powers and perform the duties that shall from time to time be determined by the Board of Directors. Any number of offices may be

held by the same person, unless the Certificate of Incorporation or these By-laws provide otherwise.

Section 2. Term of, and Removal From, Office. At its first regular meeting after each annual meeting of stockholders, the Board of Directors shall choose a President, a Secretary, and a Treasurer. It may also choose a Chairman of the Board, a Vice President or Vice Presidents, one or more Assistant Secretaries and/or Assistant Treasurers, and such other officers and agents as it shall deem necessary or appropriate. Each officer of the Corporation shall hold office until his successor is chosen and shall qualify. Any officer elected or appointed by the Board of Directors may be removed, with or without cause, at any time by the affirmative vote of a majority of the directors then in office. Removal from office, however, shall not prejudice the contract rights, if any, of the person removed. Any vacancy occurring in any office of the Corporation may be filled for the unexpired portion of the term by the Board of Directors.

Section 3. Compensation. The salaries of all officers of the Corporation shall be fixed from time to time by the Board of Directors, and no officer shall be prevented from receiving a salary because he is also a director of the Corporation.

Section 4. The Chairman of the Board. The Chairman of the Board will preside at all meetings of stockholders and of the Board of Directors.

Section 4(a). Chief Executive Officer. The Chief Executive Officer, subject to the direction of the Board of Directors, shall have general charge of the business, affairs, and property of the Corporation and general supervision over its other officers and agents.

Section 5. The President.

(a) The President, if there is no chief executive officer of the Corporation and, subject to the direction of the Board of Directors, shall have general charge of the business, affairs, and property of the Corporation and general supervision over its other officers and agents. In general, he shall perform all duties incident to the office of President and shall see that all orders and resolutions of the Board of Directors are carried into effect.

(b) Unless otherwise prescribed by the Board of Directors, the President shall have full power and authority to attend, act, and vote on behalf of the Corporation at any meeting of the security holders of other corporations in which the Corporation may hold securities. At any such meeting, the President shall possess and may exercise any and all rights and powers incident to the ownership of such securities that the Corporation might have possessed and exercised if it had been present. The Board of Directors may from time to time confer like powers upon any other person or persons.

Section 6. The Vice President. The Vice President, if any, or in the event there be more than one, the Vice Presidents in the order designated, or in the absence of any designation, in the order of their election, shall, in the absence of the President or in the event of his disability,

perform the duties and exercise the powers of the President and shall generally assist the President and perform such other duties and have such other powers as may from time to time be prescribed by the Board of Directors.

Section 7. The Secretary. The Secretary shall attend all meetings of the Board of Directors and the stockholders and record all votes and the proceedings of the meetings in a book to be kept for that purpose. He shall perform like duties for the Executive Committee or other committees, if required. He shall give, or cause to be given, notice of all meetings of stockholders and special meetings of the Board of Directors, and shall perform such other duties as may from time to time be prescribed by the Board of Directors, the Chairman of the Board, or the President, under whose supervision he shall act. He shall have custody of the seal of the Corporation, and he, or an Assistant Secretary, shall have authority to affix it to any instrument requiring it, and, when so affixed, the seal may be attested by his signature or by the signature of the Assistant Secretary. The Board of Directors may give general authority to any other officer to affix the seal of the Corporation and to attest the affixing thereof by his signature.

Section 8. The Assistant Secretary. The Assistant Secretary, if any, or in the event there be more than one, the Assistant Secretaries in the order designated, or in the absence of any designation, in the order of their election, shall, in the absence of the Secretary or in the event of his disability, perform the duties and exercise the powers of the Secretary and shall perform such other duties and have such other powers as may from time to time be prescribed by the Board of Directors.

Section 9. The Treasurer. The Treasurer shall have custody of the corporate funds and other valuable effects, including securities, and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the Corporation in such depositories as may from time to time be designated by the Board of Directors. He shall disburse the funds of the Corporation in accord with the orders of the Board of Directors, taking proper vouchers for such disbursements, and shall render to the Chairman of the Board, if any, the President, and the Board of Directors, whenever they may require it or at regular meetings of the Board, an account of all his transactions as Treasurer and of the financial condition of the Corporation.

Section 10. The Assistant Treasurer. The Assistant Treasurer, if any, or in the event there shall be more than one, the Assistant Treasurers in the order designated, or in the absence of any designation, in the order of their election, shall, in the absence of the Treasurer or in the event of his disability, perform such other duties and have such other powers as may from time to time be prescribed by the Board of Directors.

Article VII. Indemnification.

Reference is made to Section 145 and any other relevant provisions of the General Corporation Law of the State of Delaware. Particular reference is made to the class of persons, hereinafter called “Indemnitees”, who may be indemnified by a Delaware corporation pursuant to the provisions of such Section 145, namely, any person, or the heirs, executors, or administrators of such person, who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative, by reason of the fact that such person is or was a director, officer, employee, or agent of such corporation or is or was serving at the request of such corporation as a director, officer, employee, or agent of such corporation or is or was serving at the request of such corporation as a director, officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise. The Corporation shall, and is hereby obligated to, indemnify the Indemnitees, and each of them, in each and every situation where the Corporation is obligated to make such indemnification pursuant to the aforesaid statutory provisions. The Corporation shall indemnify the Indemnitees, and each of them, in each and every situation where, under the aforesaid statutory provisions, the Corporation is not obligated, but is nevertheless permitted or empowered, to make such indemnification, it being understood that, before making such indemnification with respect to any situation covered under this sentence, (i) the Corporation shall promptly make or cause to be made, by any of the methods referred to in Subsection (d) of such Section 145, a determination as to whether each Indemnitee acted in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interests of the Corporation, and, in the case of any criminal action or proceeding, had no reasonable cause to believe that his conduct was unlawful, and (ii) that no such indemnification shall be made unless it is determined that such Indemnitee acted in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interests of the Corporation, and, in the case of any criminal action or proceeding, had no reasonable cause to believe that his conduct was unlawful.

Article VIII. Affiliated Transactions and Interested Directors.

Section 1. Affiliated Transactions. No contract or transaction between the Corporation and one or more of its directors or officers, or between the Corporation and any other corporation, partnership, association, or other organization in which one or more of its directors or officers are directors or officers or have a financial interest, shall be void or voidable solely for this reason, or solely because the director or officer is present at or participates in the meeting of the Board of Directors or committee thereof that authorizes the contract or transaction or solely because his or their votes are counted for such purpose if:

(a) The material facts as to his relationship or interest and as to the contract or transaction are disclosed or are known to the Board of Directors or the committee, and the Board of Directors or committee in good faith authorizes the contract or transaction by the affirmative

vote of a majority of the disinterested directors, even though the disinterested directors be less than a quorum; or

(b) The material facts as to his relationship or interest and as to the contract or transaction are disclosed or are known to the stockholders entitled to vote thereon, and the contract or transaction is specifically approved in good faith by the vote of the stockholders; or

(c) The contract or transaction is fair as to the Corporation as of the time it is authorized, approved, or ratified by the Board of Directors, a committee thereof, or the stockholders.

Section 2. Determining Quorum. Common or interested directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee thereof which authorizes the contract or transaction.

Article IX. Stock Certificates.

Section 1. Form and Signatures.

(a) Every holder of stock of the Corporation shall be entitled to a certificate stating the number and class, and series, if any, of shares owned by him, signed by the Chairman of the Board, if any, or the President and the Treasurer or an Assistant Treasurer, or the Secretary or an Assistant Secretary of the Corporation, and bearing the seal of the Corporation. The signatures and the seal may be facsimiles. A certificate may be signed, manually or by facsimile, by a transfer agent or registrar other than the Corporation or its employee. In case any officer who has signed, or whose facsimile signature was placed on, a certificate shall have ceased to be such officer before the certificate is issued, it may nevertheless be issued by the Corporation with the same effect as if he were such officer at the date of its issue.

(b) All stock certificates representing shares of capital stock that are subject to restrictions on transfer or to other restrictions may have imprinted thereon any notation to that effect determined by the Board of Directors.

Section 2. Registration of Transfer. Upon surrender to the Corporation or any transfer agent of the Corporation of a certificate for shares duly endorsed or accompanied by proper evidence of succession, assignment, or authority to transfer, the Corporation or its transfer agent shall issue a new certificate to the person entitled thereto, cancel the old certificate, and record the transaction upon the books of the Corporation.

Section 3. Registered Stockholders.

(a) Except as otherwise provided by law, the Corporation shall be entitled to recognize the exclusive right of a person who is registered on its books as the owner of shares of

its capital stock to receive dividends or other distributions and to vote or consent as such owner, and to hold liable for calls and assessments any person who is registered on its books as the owner of shares of its capital stock. The Corporation shall not be bound to recognize any equitable or legal claim to, or interest in, such shares on the part of any other person.

(b) If a stockholder desires that notices and/or dividends shall be sent to a name or address other than the name or address appearing on the stock ledger maintained by the Corporation, or its transfer agent or registrar, if any, the stockholder shall have the duty to notify the Corporation, or its transfer agent or registrar, if any, in writing of his desire and specify the alternate name or address to be used.

Section 4. Record Date. In order that the Corporation may determine the stockholders of record who are entitled to receive notice of, or to vote at, any meeting of stockholders or any adjournment thereof or to express consent to corporate action in writing without a meeting, to receive payment of any dividend or other distribution or allotment of any rights, or to exercise any rights in respect of any change, conversion, or exchange of stock or for the purpose of any lawful action, the Board of Directors may, in advance, fix a date as the record date for any such determination. Such date shall not be more than sixty nor less than ten days before the date of such meeting, nor more than sixty days prior to the date of any other action. A determination of stockholders of record entitled to notice of, or to vote at, a meeting of stockholders shall apply to any adjournment of the meeting taken pursuant to Section 8 of Article II; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

Section 5. Lost, Stolen, or Destroyed Certificates. The Board of Directors may direct that a new certificate be issued to replace any certificate theretofore issued by the Corporation that, it is claimed, has been lost, stolen, or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate to be lost, stolen, or destroyed. When authorizing the issue of a new certificate, the Board of Directors may, in its discretion and as a condition precedent to the issuance thereof, require the owner of the lost, stolen, or destroyed certificate, or his legal representative, to advertise the same in such manner as it shall require, and/or to give the Corporation a bond in such sum, or other security in such form, as it may direct as indemnity against any claims that may be made against the Corporation with respect to the certificate claimed to have been lost, stolen, or destroyed.

Article X. General Provisions.

Section 1. Dividends. Subject to the provisions of law and the Certificate of Incorporation, dividends upon the outstanding capital stock of the Corporation may be declared by the Board of Directors at any regular or special meeting, and may be paid in cash, in property, or in shares of the Corporation's capital stock.

Section 2. Reserves. The Board of Directors shall have full power, subject to the provisions of law and the Certificate of Incorporation, to determine whether any, and, if so, what part, of the funds legally available for the payment of dividends shall be declared as dividends and paid to the stockholders of the Corporation. The Board of Directors, in its sole discretion, may fix a sum that may be set aside or reserved over and above the paid-in capital of the Corporation as a reserve for any proper purpose, and may, from time to time, increase, diminish, or vary such amount.

Section 3. Fiscal Year. Except as from time to time otherwise provided by the Board of Directors, the fiscal year of the Corporation shall end on December 31 in each year.

Section 4. Seal. The corporate seal shall have inscribed thereon the name of the Corporation, the year of its incorporation, and the words “Corporate Seal” and “Delaware”.

Article XI. Amendments.

The Board of Directors shall have the power to alter and repeal these By-laws and to adopt new By-laws by an affirmative vote of a majority of the whole Board, provided that notice of the proposal to alter or repeal these By-laws or to adopt new By-laws must be included in the notice of the meeting of the Board of Directors at which such action takes place.

Exhibit 3.43

Clean Harbors Pecatonica, LLC

CERTIFICATE OF FORMATION

Pursuant to the provisions of Section 18-201 of the Limited Liability Company Act of the State of Delaware (the "Act"), the undersigned, being duly authorized, hereby certifies and states as follows:

1. Name of the Limited Liability Company. The name of the limited liability company formed hereby is Clean Harbors Pecatonica, LLC (the "LLC").

2. Registered Agent and Office of the LLC. The name of the registered agent of the LLC in the State of Delaware is Capitol Corporate Services, Inc. and the registered office address of the registered agent for the purposes of Section 18-104 of the Act is 32 Loockerman Square, Suite 109, Dover, Kent County, Delaware 19901.

IN WITNESS WHEREOF, the undersigned hereby affirms that the facts stated herein are true, this 30th day of April, 2002.

/s/ C. Michael Malm
C. Michael Malm, Authorized Person

CLEAN HARBORS PECATONICA, LLC

LIMITED LIABILITY COMPANY AGREEMENT

LIMITED LIABILITY COMPANY AGREEMENT effective as of May 1, 2002, by and among Eric W. Gerstenberg, Gene A. Cookson, Stephen H. Moynihan, Roger A. Koenecke, Carl Paschetag, and William J. Geary, as Managers; and Clean Harbors Disposal Services, Inc., a Delaware corporation, as the sole Member. Certain capitalized terms used herein have the respective meanings set forth in Section 14.01 hereof.

ARTICLE I
CAPITAL CORPORATE SERVICES, INC.,
ORGANIZATION

SECTION 1.01 Formation of the Company. Clean Harbors Pecatonica, LLC (the "Company") has been formed as a limited liability company under the Delaware Limited Liability Company Act *(6 Del. C § 18-101, et seq.)*, as amended from time to time (the "Delaware Act"), through the filing of the Certificate with the Delaware Secretary of State on the effective date of this Agreement. The parties hereto agree to conduct the business of the Company in accordance with the provisions of the Act and of this Agreement.

SECTION 1.02 Name, Registered Office, and Maintenance of Books and Records. The name of the Company is "Clean Harbors Pecatonica, LLC." The initial address of the Company's registered office in Delaware is 32 Lookerman Square, Suite 109, Dover, Dent County, Delaware 19901, and its initial agent at such address for service of process is Capitol Corporate Services, Inc. The Company's books and records shall be maintained at c/o Clean Harbors, Inc., 1501 Washington Street, Braintree, Massachusetts 02184. A Majority of the Managers may change the location at which the Company's books and records shall be maintained to such other location within the United States as such Managers may determine at any time, upon written notice to the Member stating such new location. A Majority of the Managers may also change the Company's registered agent from time to time in their sole discretion.

SECTION 1.03 Purposes. The purposes and objectives of the Company are to own, lease, manage and/or operate a licensed hazardous waste facility, to provide environmental services, and to engage in any other lawful activities allowed to be conducted by a limited liability company.

SECTION 1.04 Powers. Subject to the terms of this Agreement, and consistent with the purposes stated in Section 1.03 hereof, the Company shall have the following powers: (i) to enter into all agreements and engage in all activities and transactions necessary or advisable to carry out the Company's purposes; and (ii) to have all other powers available to it as a limited liability company organized under the laws of the State of Delaware. Without limitation of the foregoing, the Company shall have the powers: to acquire and dispose of assets and other property; to act as a general partner, limited partner, manager and/or member of any other Person; negotiate, enter into, and modify agreements including, without limitation, partnership

agreements, limited liability company agreements, and leases or subleases of any real estate or personal property; to incur obligations for and in connection with its business; to borrow money and provide guarantees for the obligations of other Persons and, if required by any lender, as security therefor to mortgage, pledge and grant security interests in all or any part of the assets and other property owned by the Company; to repay, in whole or in part, refinance, consolidate, recast, increase, modify or extend any loans which may affect any of the assets and other property owned by the Company; and to execute any and all other documents and instruments and exercise all powers necessary or appropriate to carry out the business of the Company.

ARTICLE II

CONDUCT AND MANAGEMENT OF THE LLC

SECTION 2.01 Managers. Except as otherwise provided in this Agreement for actions which require or permit approval by the sole Member, the business of the Company shall be under the control of the Managers. The names and current addresses of the initial Managers are as described in Schedule A hereto. One or more substitute or additional Managers may be elected at any time in the future by the sole Member. Each of the original Managers and any such substitute or additional Managers shall serve as a Manager until either (i) his voluntary resignation as a Manager, or (ii) his removal as a Manager with or without cause at any time by a Majority of the Managers or the sole Member. The Managers shall not be required to make any Capital Contributions to the Company.

SECTION 2.02 Officers.

(a) In order to facilitate the day-to-day operation of the Company's business, the Company shall have the following Officers: a President, Senior Vice Presidents, a Treasurer and a Secretary, and any such additional Officers as a Majority of the Managers may from time to time deem appropriate. The President shall be a Manager, but none of the other Officers need be a Manager. Unless otherwise determined from time to time by a Majority of the Managers or by the sole Member, Eric W. Gerstenberg shall be the President, Steven H. Moynihan shall be a Senior Vice President and an Assistant Treasurer, Roger Koenecke shall be a Senior Vice President, Carl Paschetag shall be the Treasurer, William J. Geary shall be a Vice President and the Assistant Secretary, and C. Michael Malm shall be Secretary. Unless otherwise determined from time to time by a Majority of the Managers or the sole Member, the President shall be the chief executive officer of the LLC, the Treasurer shall be responsible for maintaining the funds and financial books and records of the LLC, and the Secretary shall be responsible for maintaining the records of actions (whether by written consent or meeting) of the Managers and of the sole Member and the other non-financial records of the LLC. Each of the Officers of the LLC may be removed (and his successors elected) at any time by a Majority of the Managers or the sole Member.

(b) Except as may otherwise be determined from time to time by a Majority of the Managers or the sole Member, the Managers hereby delegate to the President and any Senior Vice President then in office full authority to act on behalf of the LLC. Except as may otherwise be determined from time to time by a Majority of the Managers or the sole Member, each of the President and Senior Vice Presidents shall have, without further approval or consent of any of

the other Managers or the sole Member, full authority: to acquire and dispose of assets and other property on behalf of the LLC; to negotiate, enter into, execute or modify agreements on behalf of the LLC including, without limitation, partnership agreements, limited liability company agreements, and leases or subleases of any real estate or personal property; to incur obligations for and on behalf of the LLC for and in connection with its business; to borrow money and provide guarantees for the obligations of other Persons and, if required by any lender, as security therefor to mortgage, pledge and grant security interests in all or any part of the assets and other property owned by the Company; to repay, in whole or in part, refinance, consolidate, recast, increase, modify or extend any loans which may affect any of the assets and other property owned by the Company; and to execute any and all other documents and instruments and exercise all powers necessary or appropriate to carry out the business of the Company.

SECTION 2.03 Authorization.

(a) Every contract, agreement, and other instrument executed on behalf of the Company by any Manager, the President or any Senior Vice President, or by another Officer of the Company, if such execution is authorized by a Majority of the Managers, shall be conclusive evidence in favor of every person or entity relying thereon or claiming thereunder that at the time of the delivery thereof (i) the Company was in existence, (ii) this Agreement had not been terminated or canceled or amended in any manner so as to restrict such authority (except as shown in the Certificate or other instrument duly filed with the Secretary of State of the State of Delaware), and (iii) the execution and delivery of such instrument were duly authorized by the Managers and/or the sole Member to the extent required.

(b) Any person or entity dealing with the Company may always rely on a certificate signed by any Manager, the President, any Senior Vice President, the Secretary or an Assistant Secretary:

(i) as to who are the Managers, the Officers or the Member of the Company,

(ii) as to the existence or nonexistence of any fact or facts which (A) constitute conditions precedent to acts by the Company, or (B) are in any other manner germane to the affairs of the Company,

(iii) as to who is authorized to execute and deliver any instrument or document on behalf of the Company,

(iv) as to the authenticity of any copy of this Agreement and amendments thereto, or

(v) as to any act or failure to act by the Company, or as to any other matter whatsoever involving the Company or any Manager or Officer or Member of the Company.

SECTION 2.04 Actions by Managers or the Sole Member. Approval of any action by the Company which under the terms of this Agreement requires approval by a Majority of the Managers may be granted either by a written consent signed by a Majority of the Managers or by an affirmative vote of a Majority of the Managers at a meeting held for such purpose either with or without prior notice. Any Manager may participate in any such meeting by telephone if all

Managers participating in any such meeting shall be able to hear the other participating Managers. The participation of a Majority of the Managers shall constitute a quorum for all purposes. If any action is approved by a Majority of the Managers but any Manager shall not sign any written consent by which, or shall not participate in any meeting at which, such approval was granted, the Secretary of the Company shall promptly provide to such Manager following the date of such written consent or meeting a copy of such written consent or minutes of such meeting. Any action taken by the sole Member under the terms of this Agreement shall be by written consent of the sole Member.

SECTION 2.05 **Duty of Care.** The sole Member acknowledges that decisions concerning the Company's activities will involve the exercise of judgment and a risk of loss. The Managers, the Officers and their Affiliates shall not be liable to the Company or the Member for any loss suffered by the Company or the Member which arises out of any action or omission of a Manager, an Officer or any Affiliate of a Manager or an Officer, provided that (i) such Manager, Officer or Affiliate determined, in good faith, that such course of conduct was in, or not opposed to, the best interest of the Company or was otherwise permitted by this Agreement, and (ii) such course of conduct did not constitute gross negligence or willful malfeasance, a material breach of this Agreement, or an intentional violation of federal or state law by such Manager, Officer or Affiliate. The Managers, the Officers, and their Affiliates shall not be liable for the negligence, whether of omission or commission, dishonesty or bad faith of any employee, broker or other agent of the Company selected by the Managers or the Officers with reasonable care. Furthermore, the Managers, the Officers, and their Affiliates shall be entitled to indemnification by the Company to the extent provided in Article X hereof.

ARTICLE III

MEMBER

SECTION 3.01 **Name, Address, and Capital Contribution**. The name and current address of the sole Member are as described in Schedule A hereto. On and after the date of this Agreement, the Member shall make to the Company either in cash or in other tangible or intangible property such Capital Contributions as shall be determined by the Member. The Treasurer shall record the Member's Capital Contributions on the financial records of the Company.

SECTION 3.02 **Limited Liability.** In accordance with the Delaware Act, the liability of the Member to the Company and its creditors shall be limited to (i) any unpaid Capital Contribution which the Member has agreed to make to the Company; (ii) the amount of any distribution previously received from the Company which the Member may be required to return to the Company pursuant to Section 18-607(b) of the Delaware Act; and (iii) the unpaid balance of any other payments (if any) that the Member expressly is required, pursuant to this Agreement, to make to the Company.

SECTION 3.03 **No Control of Company**. Except as otherwise provided in this Agreement, the Member, in its capacity as such, shall not take part in the management or control of the affairs of the Company, or undertake any transactions on behalf of the Company, or have any power to sign for or otherwise to bind the Company.

SECTION 3.04 **Dissolution, Liquidation or Bankruptcy.** The dissolution, liquidation or bankruptcy of the Member shall not result in the termination of the Company, but the rights of the Member under this Agreement shall accrue to the Member's successors, estate or legal representatives. Except as expressly provided in this Agreement, no other event affecting the Member (including but not limited to insolvency) shall affect this Agreement.

ARTICLE IV

EXPENSES AND COMPENSATION

SECTION 4.01 **No Management Fee.** The Company shall not be obligated to pay to the Managers (or any Affiliate of the Managers) any management fee or similar compensation. However, the Managers shall be entitled to receive compensation from the Member and its Affiliates in the Managers' respective capacities as officers and employees of the Member and its Affiliates.

SECTION 4.02 **Expenses.** The Company shall be responsible for the payment from its own funds of all of the Company's expenses.

ARTICLE V

DISTRIBUTIONS

SECTION 5.01 **Amount, Timing and Form.** The Managers shall determine in their discretion the amount, timing and form of all distributions of Distributable Cash to be made by the Company to the sole Member.

ARTICLE VI

TAX ALLOCATIONS

SECTION 6.01 **Allocations of Net Profit or Net Loss.** As described in Articles II, III and V above, the sole Member shall be responsible for all Capital Contributions to the Company, and the Company shall make all distributions to the Member. All distributions of Net Profit or Net Loss by the Company will accordingly be made to the Member. The Company shall therefore be treated for U.S. federal income tax purposes as a "disregarded entity" of which all of the beneficial interests are held by the sole Member.

ARTICLE VII

DURATION OF THE COMPANY

SECTION 7.01 **Term of Company.** The term of the Company commenced on the filing of the Certificate with the Delaware Secretary of State and shall continue until the date on which the Company is dissolved as provided in Sections 7.02 or 7.03 or by operation of law.

SECTION 7.02 **Dissolution Upon Sale of Assets**. The Company shall be dissolved in the event of the sale or distribution by the Company of all or substantially all of the assets of the Company.

SECTION 7.03 **Dissolution by Written Consent of Member.** The sole Member may dissolve the Company at any time by written consent executed by the Member and a copy of which shall be provided to the Managers.

ARTICLE VIII

LIQUIDATION OF THE COMPANY

SECTION 8.01 **General Provisions.** Following the dissolution of the Company in accordance with Article VII hereof, the Company's assets shall be liquidated in an orderly manner. The Managers (or, at the Managers' election, another Person selected by a Majority of the Managers) shall be the liquidator to wind up the affairs of the Company pursuant to this Agreement.

SECTION 8.02 **Liquidating Distributions.** The liquidator shall pay or provide for the satisfaction of the Company's liabilities and obligations to creditors. Any Net Profit or Net Loss realized in connection with the liquidation of the Company shall be allocated to the Member pursuant to Article VI hereof, and the remaining assets of the Company shall then be distributed to the Member. In performing its duties, the liquidator is authorized to sell, exchange or otherwise dispose of the assets of the Company in such reasonable manner as the liquidator shall determine to be in the best interest of the Company and the Member.

SECTION 8.03 **Expenses of Liquidator.** The expenses incurred by the liquidator in connection with winding up the Company, and all other losses or liabilities of the Company incurred in accordance with the terms of this Agreement, shall be borne by the Company.

SECTION 8.04 **Duration of Liquidation.** A reasonable time shall be allowed for the winding up of the affairs of the Company in order to minimize any losses otherwise associated with such a winding up.

SECTION 8.05 **Duty of Care.** The liquidator shall not be liable to the Company or the Member for any loss attributable to any act or omission of the liquidator in good faith and in a manner such liquidator reasonably believed to be in, or not opposed to, the best interests of the Company in connection with the liquidation of the Company and distribution of its assets and provided that such act or omission did not constitute gross negligence, willful misconduct or a material breach of this Agreement. The liquidator may consult with counsel, investment banking firms, consultants and accountants with respect to liquidating the Company and distributing its assets and may act or omit to act in accordance with the advice of such counsel, investment banking firms, consultants or accountants, provided they shall have been selected with reasonable care.

SECTION 8.06 **No Liability for Return of Capital.** The liquidator(s), the Managers and their respective officers, directors, agents and Affiliates shall not be personally liable for the return of the Capital Contribution of the Member to the Company.

ARTICLE IX

TRANSFER OF INTERESTS

SECTION 9.01 Limitation on Transfer of Rights and Obligations of Managers. The Managers shall not assign, pledge, mortgage, hypothecate, sell or otherwise dispose of or encumber all or any part of their rights or obligations under this Agreement without the prior written consent of the Member.

SECTION 9.02 Transfer of Member Interests. Except as may otherwise be required to comply with applicable federal and state laws, the sole Member shall have the right to transfer all or any part of its interests in the Company by delivery to the Company of an assignment in writing duly executed by the Member.

ARTICLE X

INDEMNIFICATION

SECTION 10.01 General Provisions.

(a) Subject to the limitations set forth below in this Article X, each of the Managers, the Officers, the Affiliates of the Managers and the Officers, and the liquidator (if any), (each such Person being referred to hereafter as an "Indemnitee"), shall be indemnified by the Company (but only out of Company assets, including the proceeds of liability insurance) against any claim, demand, controversy, dispute, cost, loss, damage, expense (including attorneys' fees), judgment and/or liability incurred by or imposed upon the Indemnitee in connection with any action, suit or proceeding (including any proceeding before any administrative or legislative body or agency), to which the Indemnitee shall become a party or shall be threatened to become a party, by reason of the Indemnitee's being at the time the cause of action arose or thereafter, a Manager, an Officer, an Affiliate of a Manager or an Officer,, a liquidator (if any), or a director, officer, member, partner, employee, consultant or other agent of any other organization in which the Company owns an interest, which other organization the Indemnitee serves or has served as director, officer, manager, member, partner, employee, consultant or other agent at the request of the Company (whether or not the Indemnitee continues to serve in such capacity at the time such action, suit or proceeding is brought or threatened). Each Indemnitee may be entitled to such indemnification notwithstanding that the Company has sold, assigned, distributed or otherwise transferred its investment in such other organization prior to the time that such action, suit or proceeding is brought or threatened.

(b) The Indemnitee shall not be indemnified with respect to matters as to which the Indemnitee shall have been finally adjudicated in any such action, suit or proceeding (i) not to have acted in good faith and in the reasonable belief that the Indemnitee's action was in accordance with such Person's obligations to the Company or to have acted with gross negligence or a willful disregard of his duties, or in breach of his fiduciary obligations, or (ii) with respect to any criminal action or proceeding, not to have had cause to believe beyond any reasonable doubt the Indemnitee's conduct was criminal. In the event of settlement of any action, suit or proceeding brought or threatened, the indemnification provided for in this Article X shall

apply to all matters covered by the settlement except for matters as to which the Company is advised by counsel (who may be counsel regularly retained to represent the Company) that the Person seeking indemnification, in the opinion of such counsel, did not act in good faith or acted with gross negligence or a willful disregard of such Person's duties, or in breach of such Person's fiduciary obligations, or, with respect to any criminal action or proceeding, that the Person seeking indemnification had reasonable cause to believe such Person's conduct was criminal.

(c) The right of indemnification provided for in this Article X shall be in addition to any rights to which any Indemnitee may otherwise be entitled and shall inure to the benefit of the executors, administrators, personal representatives, successors or assigns of each such Indemnitee. Such Indemnitee shall first use reasonable efforts to pursue other readily available sources of indemnification before pursuing a claim for indemnification against the Company under this Article X.

SECTION 10.02 Advance Payment of Expenses. The Company shall pay the expenses incurred by an Indemnitee in defending a civil or criminal action, suit or proceeding, or in opposing any claim arising in connection with any potential or threatened civil or criminal action, suit or proceeding, in advance of the final disposition of such action, suit or proceeding, upon receipt of an undertaking by such Indemnitee satisfactory to the Managers to repay such payment if he shall be determined to be not entitled to indemnification therefor as provided herein; provided, however, that in such instance the Indemnitee is not commencing an action, suit, or proceeding against the Company, or defending an action, suit or proceeding commenced against the Indemnitee by the Company, or opposing a claim by the Company arising in connection with any such potential or threatened action, suit or proceeding.

SECTION 10.03 Insurance. At its election, the Managers may cause the Company to purchase and maintain insurance, at the expense of the Company and to the extent available, for the protection of the Managers, the Officers, the Affiliates of the Managers and the Officers, any liquidator, and the directors, officers, employees, consultants or other agents of any such Person, against any liability incurred by any such Person in any such capacity or arising out of his status as such, whether or not the Company has the power to indemnify such Person against such liability. The Managers may also cause the Company to purchase and maintain insurance for the protection of any officer, director, employee, consultant or other agent of any other organization in which the Company owns an interest or of which the Company is a creditor against similar liabilities, whether or not the Company has the power to indemnify any such Person against such liabilities.

ARTICLE XI

ACCOUNTING; RECORDS AND REPORTS

SECTION 11.01 Fiscal Year. The fiscal year of the Company shall be the calendar year, or such other year as required by the Code.

SECTION 11.02 Keeping of Accounts and Records. At all times the Managers shall cause to be kept proper and complete books of account, in which shall be entered fully and

accurately the transactions of the Company. Such books of account, together with (i) an executed copy of this Agreement (and any amendments hereto); (ii) the Certificate of the Company (and any amendments thereto); (iii) executed copies of any powers of attorney pursuant to which any of the aforesaid documents has been executed; and (iv) financial statements of the Company for each of the prior three years, shall at all times be maintained at the location specified in Section 1.02 hereof.

SECTION 11.03 **Inspection Rights.** Until the liquidation of the Company has been completed, the Member may examine the Company's books, records, accounts and assets, including bank balances, and may make, or cause to be made, any audit thereof at the Company's expense.

SECTION 11.04 **Reports.** The Managers shall prepare and transmit to the Member at the Company's expense such financial and other reports as shall be determined from time to time by the Member.

ARTICLE XII

WAIVER AND AMENDMENT

SECTION 12.01 **Waiver and Amendment.** Except for any waiver or amendment of the provisions of Sections 2.5 and 10.01 through 10.03 hereof which would adversely affect any Manager (or any Affiliate of a Manager), the terms and provisions of this Agreement may be waived, modified, terminated or amended at any time by the sole Member. The sole Member shall not waive or amend any provision of Sections 2.05 or 10.01 through 10.03 hereof in such a manner as would adversely affect any Manager (or any Affiliate of a Manager) without the written consent of such Manager.

ARTICLE XIII

GENERAL PROVISIONS

SECTION 13.01 **Notices.** Except where otherwise specifically provided in this Agreement, all notices, requests, consents, approvals and statements shall be in writing and shall be deemed to have been properly given by (i) personal delivery, (ii) first class mail, postage prepaid, (iii) electronic facsimile transmission, or (iv) courier service, addressed in each case: if to the Company, at the address where the Company's books and records are maintained as specified in Section 1.02 hereof; if to a Manager, at such Manager's address set forth in Schedule A; and if to the Member, to the Member's address set forth in Schedule A, or, in each case, to such other address or addresses (and/or by e-mail or other manner of delivery) as the addressee may have specified by written notice as aforesaid.

SECTION 13.02 **Binding on Successors**. This Agreement shall be binding upon and inure to the benefit of the respective heirs, successors, assigns and legal representatives of the parties hereto.

SECTION 13.03 **Counterparts.** This Agreement or any amendment hereto may be signed in any number of counterparts, each of which shall be an original, but all of which taken together shall constitute one agreement (or amendment, as the case may be).

SECTION 13.04 **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware.

SECTION 13.05 **Construction.** Whenever the content of this Agreement permits, the masculine gender shall include the feminine and neuter genders, and reference to singular or plural shall be interchangeable with the other. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the other provisions, and this Agreement shall be construed and reformed in all respects as if any such invalid or unenforceable provision(s) were omitted in order to give effect to the intent and purposes of this Agreement. References in this Agreement to particular sections of the Code or the Delaware Act shall be deemed to refer to such sections or provisions of the Code or the Delaware Act (or any successor legislation) as they may be amended after the date of this Agreement.

ARTICLE XIV

CERTAIN DEFINITIONS

SECTION 14.01 **Certain Definitions**. For purposes of this Agreement, the following terms have the respective meanings set forth below:

"Affiliate" means, with respect to the Person to which it refers, a Person that either (i) directly or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with, such Person or (ii) is the successor or assign to such Person.

"Agreement" means this Limited Liability Company Agreement, as it may be subsequently amended or restated in accordance with its terms.

"Capital Contribution" means the aggregate amount of cash or other property contributed by the Member to the Company pursuant to this Agreement.

"Certificate" means the certificate of formation of the Company and any amendments or restatements thereof as filed with the Delaware Secretary of State under the Delaware Act.

"Code" means the United States Internal Revenue Code of 1986 and the rules and regulations promulgated thereunder, as amended from time to time, or any successor statute thereto.

"Delaware Act" means the Delaware Limited Liability Company Act, as amended from time to time.

"Distributable Cash" means all cash of the Company that the Managers determine is available for distribution to the Member after the payment or provision for payment by the Company of all expenses incurred by the Company and in collecting any amounts then owed to the Company and so attributable.

"Indemnitee" shall have the meaning set forth in Section 10.01.

"Majority of the Managers" means (i) at least four of the Managers if there are then six Managers, (ii) at least three of the Managers if there are then five or four Managers, (iii) at least two of the Managers if there are then three Managers, and (ii) both of the Managers if there are then only two Managers.

"Manager" means each of the Persons then serving as a Manager of the Company in accordance to Section 2.01 hereof, in his capacity as a Manager of the LLC.

"Member" means Clean Harbors Disposal Services, Inc., a Delaware corporation.

"Net Profit" or "Net Loss" means, with respect to any fiscal year, the sum of the Company's: (a) net profit or loss as determined in accordance with the Code and the Regulations thereunder, and (b) any income exempt from federal income tax, after deduction of all expenses properly chargeable to the Company for such fiscal year (whether deductible or non-deductible and whether described in Section 705(a)(2)(B) of the Code, treated as so described pursuant to Treasury Regulations Section 1.704-1(b)(2)(iv)(i), or otherwise). For this purpose, Net Profit or Net Loss shall be determined in accordance with tax accounting principles rather than generally accepted accounting principles, and any expenses required to be capitalized and included in the Company's adjusted tax basis in any asset or which reduce the amount realized by the Company on the disposition of any asset shall be disregarded.

"Officers" means the President, the Senior Vice President, the Treasurer, the Secretary, and any such other officers of the Company as shall be elected by a Majority of the Managers or the sole Member in accordance with Section 2.02(a) hereof.

"Person" means any individual, general partnership, limited partnership, limited liability company, corporation, joint venture, trust, business trust, cooperative or association and the heirs, executors, administrators, legal representative, successors and assigns of such Person where the context so admits.

"Treasury Regulations" mean the Regulations promulgated by the United States Department of the Treasury under the Code, as amended.

IN WITNESS WHEREOF, the undersigned have executed this Limited Liability Company Agreement as of the effective date first above written.

MANAGERS:

/s/ Eric W. Gerstenberg
Eric W. Gerstenberg

/s/ Gene A. Cookson
Gene A. Cookson

/s/ Stephen H. Moynihan
Stephen H. Moynihan

/s/ Roger A. Koenecke
Roger A. Koenecke

/s/ Carl Paschetag
Carl Paschetag

/s/ William J. Geary
William J. Geary

MEMBER:

CLEAN HARBORS DISPOSAL SERVICES, INC.

By: /s/ Stephen H. Moynihan
Stephen H. Moynihan
Senior Vice President

CLEAN HARBORS PECATONICA, LLC

SCHEDULE A

Name and Address

Managers:

Eric W. Gerstenberg
c/o Clean Harbors, Inc.
1501 Washington Street
Braintree, MA 02184

Gene A. Cookson
c/o Clean Harbors, Inc.
1501 Washington Street
Braintree, MA 02184

Stephen H. Moynihan
c/o Clean Harbors, Inc.
1501 Washington Street
Braintree, MA 02184

Roger A. Koenecke
c/o Clean Harbors, Inc.
1501 Washington Street
Braintree, MA 02184

Carl Paschetag
c/o Clean Harbors, Inc.
1501 Washington Street
Braintree, MA 02184

William J. Geary
c/o Clean Harbors, Inc.
1501 Washington Street
Braintree, MA 02184

Sole Member:

Clean Harbors Disposal Services, Inc.
1501 Washington Street
Braintree, MA 02184

Exhibit 3.44

Clean Harbors PPM, LLC

CERTIFICATE OF FORMATION

Pursuant to the provisions of Section 18-201 of the Limited Liability Company Act of the State of Delaware (the "Act"), the undersigned, being duly authorized, hereby certifies and states as follows:

1. Name of the Limited Liability Company. The name of the limited liability company formed hereby is Clean Harbors PPM, LLC (the "LLC").

2. Registered Agent and Office of the LLC. The name of the registered agent of the LLC in the State of Delaware is Capitol Corporate Services, Inc. and the registered office address of the registered agent for the purposes of Section 18-104 of the Act is 32 Loockerman Square, Suite 109, Dover, Kent County, Delaware 19901.

IN WITNESS WHEREOF, the undersigned hereby affirms that the facts stated herein are true, this 30th day of April, 2002.

/s/ C. Michael Malm
C. Michael Malm, Authorized Person

CLEAN HARBORS PPM, LLC

LIMITED LIABILITY COMPANY AGREEMENT

LIMITED LIABILITY COMPANY AGREEMENT effective as of May 1, 2002, by and among Eric W. Gerstenberg, Gene A. Cookson, Stephen H. Moynihan, Roger A. Koenecke, Carl Paschetag, and William J. Geary, as Managers; and Clean Harbors Disposal Services, Inc., a Delaware corporation, as the sole Member. Certain capitalized terms used herein have the respective meanings set forth in Section 14.01 hereof.

ARTICLE I
CAPITAL CORPORATE SERVICES, INC.,
ORGANIZATION

SECTION 1.01 Formation of the Company. Clean Harbors PPM, LLC (the "Company") has been formed as a limited liability company under the Delaware Limited Liability Company Act *(6 Del. C § 18-101, et seq.)*, as amended from time to time (the "Delaware Act"), through the filing of the Certificate with the Delaware Secretary of State on the effective date of this Agreement. The parties hereto agree to conduct the business of the Company in accordance with the provisions of the Act and of this Agreement.

SECTION 1.02 Name, Registered Office, and Maintenance of Books and Records. The name of the Company is "Clean Harbors PPM, LLC." The initial address of the Company's registered office in Delaware is 32 Lookerman Square, Suite 109, Dover, Dent County, Delaware 19901, and its initial agent at such address for service of process is Capitol Corporate Services, Inc. The Company's books and records shall be maintained at c/o Clean Harbors, Inc., 1501 Washington Street, Braintree, Massachusetts 02184. A Majority of the Managers may change the location at which the Company's books and records shall be maintained to such other location within the United States as such Managers may determine at any time, upon written notice to the Member stating such new location. A Majority of the Managers may also change the Company's registered agent from time to time in their sole discretion.

SECTION 1.03 Purposes. The purposes and objectives of the Company are to own, lease, manage and/or operate a licensed hazardous waste facility, to provide environmental services, and to engage in any other lawful activities allowed to be conducted by a limited liability company.

SECTION 1.04 Powers. Subject to the terms of this Agreement, and consistent with the purposes stated in Section 1.03 hereof, the Company shall have the following powers: (i) to enter into all agreements and engage in all activities and transactions necessary or advisable to carry out the Company's purposes; and (ii) to have all other powers available to it as a limited liability company organized under the laws of the State of Delaware. Without limitation of the foregoing, the Company shall have the powers: to acquire and dispose of assets and other property; to act as a general partner, limited partner, manager and/or member of any other Person; negotiate, enter into, and modify agreements including, without limitation, partnership agreements, limited liability company agreements, and leases or subleases of any real estate or

personal property; to incur obligations for and in connection with its business; to borrow money and provide guarantees for the obligations of other Persons and, if required by any lender, as security therefor to mortgage, pledge and grant security interests in all or any part of the assets and other property owned by the Company; to repay, in whole or in part, refinance, consolidate, recast, increase, modify or extend any loans which may affect any of the assets and other property owned by the Company; and to execute any and all other documents and instruments and exercise all powers necessary or appropriate to carry out the business of the Company.

ARTICLE II

CONDUCT AND MANAGEMENT OF THE LLC

SECTION 2.01 Managers. Except as otherwise provided in this Agreement for actions which require or permit approval by the sole Member, the business of the Company shall be under the control of the Managers. The names and current addresses of the initial Managers are as described in Schedule A hereto. One or more substitute or additional Managers may be elected at any time in the future by the sole Member. Each of the original Managers and any such substitute or additional Managers shall serve as a Manager until either (i) his voluntary resignation as a Manager, or (ii) his removal as a Manager with or without cause at any time by a Majority of the Managers or the sole Member. The Managers shall not be required to make any Capital Contributions to the Company.

SECTION 2.02 Officers.

(a) In order to facilitate the day-to-day operation of the Company's business, the Company shall have the following Officers: a President, Senior Vice Presidents, a Treasurer and a Secretary, and any such additional Officers as a Majority of the Managers may from time to time deem appropriate. The President shall be a Manager, but none of the other Officers need be a Manager. Unless otherwise determined from time to time by a Majority of the Managers or by the sole Member, Eric W. Gerstenberg shall be the President, Steven H. Moynihan shall be a Senior Vice President and an Assistant Treasurer, Roger Koenecke shall be a Senior Vice President, Carl Paschetag shall be the Treasurer, William J. Geary shall be a Vice President and the Assistant Secretary, and C. Michael Malm shall be Secretary. Unless otherwise determined from time to time by a Majority of the Managers or the sole Member, the President shall be the chief executive officer of the LLC, the Treasurer shall be responsible for maintaining the funds and financial books and records of the LLC, and the Secretary shall be responsible for maintaining the records of actions (whether by written consent or meeting) of the Managers and of the sole Member and the other non-financial records of the LLC. Each of the Officers of the LLC may be removed (and his successors elected) at any time by a Majority of the Managers or the sole Member.

(b) Except as may otherwise be determined from time to time by a Majority of the Managers or the sole Member, the Managers hereby delegate to the President and any Senior Vice President then in office full authority to act on behalf of the LLC. Except as may otherwise be determined from time to time by a Majority of the Managers or the sole Member, each of the President and Senior Vice Presidents shall have, without further approval or consent of any of the other Managers or the sole Member, full authority: to acquire and dispose of assets and other

property on behalf of the LLC; to negotiate, enter into, execute or modify agreements on behalf of the LLC including, without limitation, partnership agreements, limited liability company agreements, and leases or subleases of any real estate or personal property; to incur obligations for and on behalf of the LLC for and in connection with its business; to borrow money and provide guarantees for the obligations of other Persons and, if required by any lender, as security therefor to mortgage, pledge and grant security interests in all or any part of the assets and other property owned by the Company; to repay, in whole or in part, refinance, consolidate, recast, increase, modify or extend any loans which may affect any of the assets and other property owned by the Company; and to execute any and all other documents and instruments and exercise all powers necessary or appropriate to carry out the business of the Company.

SECTION 2.03 Authorization.

(a) Every contract, agreement, and other instrument executed on behalf of the Company by any Manager, the President or any Senior Vice President, or by another Officer of the Company, if such execution is authorized by a Majority of the Managers, shall be conclusive evidence in favor of every person or entity relying thereon or claiming thereunder that at the time of the delivery thereof (i) the Company was in existence, (ii) this Agreement had not been terminated or canceled or amended in any manner so as to restrict such authority (except as shown in the Certificate or other instrument duly filed with the Secretary of State of the State of Delaware), and (iii) the execution and delivery of such instrument were duly authorized by the Managers and/or the sole Member to the extent required.

(b) Any person or entity dealing with the Company may always rely on a certificate signed by any Manager, the President, any Senior Vice President, the Secretary or an Assistant Secretary:

(i) as to who are the Managers, the Officers or the Member of the Company,

(ii) as to the existence or nonexistence of any fact or facts which (A) constitute conditions precedent to acts by the Company, or (B) are in any other manner germane to the affairs of the Company,

(iii) as to who is authorized to execute and deliver any instrument or document on behalf of the Company,

(iv) as to the authenticity of any copy of this Agreement and amendments thereto, or

(v) as to any act or failure to act by the Company, or as to any other matter whatsoever involving the Company or any Manager or Officer or Member of the Company.

SECTION 2.04 Actions by Managers or the Sole Member. Approval of any action by the Company which under the terms of this Agreement requires approval by a Majority of the Managers may be granted either by a written consent signed by a Majority of the Managers or by an affirmative vote of a Majority of the Managers at a meeting held for such purpose either with or without prior notice. Any Manager may participate in any such meeting by telephone if all Managers participating in any such meeting shall be able to hear the other participating

Managers. The participation of a Majority of the Managers shall constitute a quorum for all purposes. If any action is approved by a Majority of the Managers but any Manager shall not sign any written consent by which, or shall not participate in any meeting at which, such approval was granted, the Secretary of the Company shall promptly provide to such Manager following the date of such written consent or meeting a copy of such written consent or minutes of such meeting. Any action taken by the sole Member under the terms of this Agreement shall be by written consent of the sole Member.

SECTION 2.05 **Duty of Care.** The sole Member acknowledges that decisions concerning the Company's activities will involve the exercise of judgment and a risk of loss. The Managers, the Officers and their Affiliates shall not be liable to the Company or the Member for any loss suffered by the Company or the Member which arises out of any action or omission of a Manager, an Officer or any Affiliate of a Manager or an Officer, provided that (i) such Manager, Officer or Affiliate determined, in good faith, that such course of conduct was in, or not opposed to, the best interest of the Company or was otherwise permitted by this Agreement, and (ii) such course of conduct did not constitute gross negligence or willful malfeasance, a material breach of this Agreement, or an intentional violation of federal or state law by such Manager, Officer or Affiliate. The Managers, the Officers, and their Affiliates shall not be liable for the negligence, whether of omission or commission, dishonesty or bad faith of any employee, broker or other agent of the Company selected by the Managers or the Officers with reasonable care. Furthermore, the Managers, the Officers, and their Affiliates shall be entitled to indemnification by the Company to the extent provided in Article X hereof.

ARTICLE III

MEMBER

SECTION 3.01 **Name, Address, and Capital Contribution**. The name and current address of the sole Member are as described in Schedule A hereto. On and after the date of this Agreement, the Member shall make to the Company either in cash or in other tangible or intangible property such Capital Contributions as shall be determined by the Member. The Treasurer shall record the Member's Capital Contributions on the financial records of the Company.

SECTION 3.02 **Limited Liability.** In accordance with the Delaware Act, the liability of the Member to the Company and its creditors shall be limited to (i) any unpaid Capital Contribution which the Member has agreed to make to the Company; (ii) the amount of any distribution previously received from the Company which the Member may be required to return to the Company pursuant to Section 18-607(b) of the Delaware Act; and (iii) the unpaid balance of any other payments (if any) that the Member expressly is required, pursuant to this Agreement, to make to the Company.

SECTION 3.03 **No Control of Company**. Except as otherwise provided in this Agreement, the Member, in its capacity as such, shall not take part in the management or control of the affairs of the Company, or undertake any transactions on behalf of the Company, or have any power to sign for or otherwise to bind the Company.

SECTION 3.04 **Dissolution, Liquidation or Bankruptcy.** The dissolution, liquidation or bankruptcy of the Member shall not result in the termination of the Company, but the rights of the Member under this Agreement shall accrue to the Member's successors, estate or legal representatives. Except as expressly provided in this Agreement, no other event affecting the Member (including but not limited to insolvency) shall affect this Agreement.

ARTICLE IV

EXPENSES AND COMPENSATION

SECTION 4.01 **No Management Fee.** The Company shall not be obligated to pay to the Managers (or any Affiliate of the Managers) any management fee or similar compensation. However, the Managers shall be entitled to receive compensation from the Member and its Affiliates in the Managers' respective capacities as officers and employees of the Member and its Affiliates.

SECTION 4.02 **Expenses.** The Company shall be responsible for the payment from its own funds of all of the Company's expenses.

ARTICLE V

DISTRIBUTIONS

SECTION 5.01 **Amount, Timing and Form.** The Managers shall determine in their discretion the amount, timing and form of all distributions of Distributable Cash to be made by the Company to the sole Member.

ARTICLE VI

TAX ALLOCATIONS

SECTION 6.01 **Allocations of Net Profit or Net Loss.** As described in Articles II, III and V above, the sole Member shall be responsible for all Capital Contributions to the Company, and the Company shall make all distributions to the Member. All distributions of Net Profit or Net Loss by the Company will accordingly be made to the Member. The Company shall therefore be treated for U.S. federal income tax purposes as a "disregarded entity" of which all of the beneficial interests are held by the sole Member.

ARTICLE VII

DURATION OF THE COMPANY

SECTION 7.01 **Term of Company.** The term of the Company commenced on the filing of the Certificate with the Delaware Secretary of State and shall continue until the date on which the Company is dissolved as provided in Sections 7.02 or 7.03 or by operation of law.

SECTION 7.02 **Dissolution Upon Sale of Assets**. The Company shall be dissolved in the event of the sale or distribution by the Company of all or substantially all of the assets of the Company.

SECTION 7.03 **Dissolution by Written Consent of Member.** The sole Member may dissolve the Company at any time by written consent executed by the Member and a copy of which shall be provided to the Managers.

ARTICLE VIII

LIQUIDATION OF THE COMPANY

SECTION 8.01 **General Provisions.** Following the dissolution of the Company in accordance with Article VII hereof, the Company's assets shall be liquidated in an orderly manner. The Managers (or, at the Managers' election, another Person selected by a Majority of the Managers) shall be the liquidator to wind up the affairs of the Company pursuant to this Agreement.

SECTION 8.02 **Liquidating Distributions.** The liquidator shall pay or provide for the satisfaction of the Company's liabilities and obligations to creditors. Any Net Profit or Net Loss realized in connection with the liquidation of the Company shall be allocated to the Member pursuant to Article VI hereof, and the remaining assets of the Company shall then be distributed to the Member. In performing its duties, the liquidator is authorized to sell, exchange or otherwise dispose of the assets of the Company in such reasonable manner as the liquidator shall determine to be in the best interest of the Company and the Member.

SECTION 8.03 **Expenses of Liquidator.** The expenses incurred by the liquidator in connection with winding up the Company, and all other losses or liabilities of the Company incurred in accordance with the terms of this Agreement, shall be borne by the Company.

SECTION 8.04 **Duration of Liquidation.** A reasonable time shall be allowed for the winding up of the affairs of the Company in order to minimize any losses otherwise associated with such a winding up.

SECTION 8.05 **Duty of Care.** The liquidator shall not be liable to the Company or the Member for any loss attributable to any act or omission of the liquidator in good faith and in a manner such liquidator reasonably believed to be in, or not opposed to, the best interests of the Company in connection with the liquidation of the Company and distribution of its assets and provided that such act or omission did not constitute gross negligence, willful misconduct or a material breach of this Agreement. The liquidator may consult with counsel, investment banking firms, consultants and accountants with respect to liquidating the Company and distributing its assets and may act or omit to act in accordance with the advice of such counsel, investment banking firms, consultants or accountants, provided they shall have been selected with reasonable care.

SECTION 8.06 **No Liability for Return of Capital.** The liquidator(s), the Managers and their respective officers, directors, agents and Affiliates shall not be personally liable for the return of the Capital Contribution of the Member to the Company.

ARTICLE IX

TRANSFER OF INTERESTS

SECTION 9.01 Limitation on Transfer of Rights and Obligations of Managers. The Managers shall not assign, pledge, mortgage, hypothecate, sell or otherwise dispose of or encumber all or any part of their rights or obligations under this Agreement without the prior written consent of the Member.

SECTION 9.02 Transfer of Member Interests. Except as may otherwise be required to comply with applicable federal and state laws, the sole Member shall have the right to transfer all or any part of its interests in the Company by delivery to the Company of an assignment in writing duly executed by the Member.

ARTICLE X

INDEMNIFICATION

SECTION 10.01 General Provisions.

(a) Subject to the limitations set forth below in this Article X, each of the Managers, the Officers, the Affiliates of the Managers and the Officers, and the liquidator (if any), (each such Person being referred to hereafter as an “Indemnitee”), shall be indemnified by the Company (but only out of Company assets, including the proceeds of liability insurance) against any claim, demand, controversy, dispute, cost, loss, damage, expense (including attorneys’ fees), judgment and/or liability incurred by or imposed upon the Indemnitee in connection with any action, suit or proceeding (including any proceeding before any administrative or legislative body or agency), to which the Indemnitee shall become a party or shall be threatened to become a party, by reason of the Indemnitee’s being at the time the cause of action arose or thereafter, a Manager, an Officer, an Affiliate of a Manager or an Officer,, a liquidator (if any), or a director, officer, member, partner, employee, consultant or other agent of any other organization in which the Company owns an interest, which other organization the Indemnitee serves or has served as director, officer, manager, member, partner, employee, consultant or other agent at the request of the Company (whether or not the Indemnitee continues to serve in such capacity at the time such action, suit or proceeding is brought or threatened). Each Indemnitee may be entitled to such indemnification notwithstanding that the Company has sold, assigned, distributed or otherwise transferred its investment in such other organization prior to the time that such action, suit or proceeding is brought or threatened.

(b) The Indemnitee shall not be indemnified with respect to matters as to which the Indemnitee shall have been finally adjudicated in any such action, suit or proceeding (i) not to have acted in good faith and in the reasonable belief that the Indemnitee’s action was in accordance with such Person’s obligations to the Company or to have acted with gross negligence or a willful disregard of his duties, or in breach of his fiduciary obligations, or (ii) with respect to any criminal action or proceeding, not to have had cause to believe beyond any reasonable doubt the Indemnitee’s conduct was criminal. In the event of settlement of any action, suit or proceeding brought or threatened, the indemnification provided for in this Article X shall

apply to all matters covered by the settlement except for matters as to which the Company is advised by counsel (who may be counsel regularly retained to represent the Company) that the Person seeking indemnification, in the opinion of such counsel, did not act in good faith or acted with gross negligence or a willful disregard of such Person's duties, or in breach of such Person's fiduciary obligations, or, with respect to any criminal action or proceeding, that the Person seeking indemnification had reasonable cause to believe such Person's conduct was criminal.

(c) The right of indemnification provided for in this Article X shall be in addition to any rights to which any Indemnitee may otherwise be entitled and shall inure to the benefit of the executors, administrators, personal representatives, successors or assigns of each such Indemnitee. Such Indemnitee shall first use reasonable efforts to pursue other readily available sources of indemnification before pursuing a claim for indemnification against the Company under this Article X.

SECTION 10.02 Advance Payment of Expenses. The Company shall pay the expenses incurred by an Indemnitee in defending a civil or criminal action, suit or proceeding, or in opposing any claim arising in connection with any potential or threatened civil or criminal action, suit or proceeding, in advance of the final disposition of such action, suit or proceeding, upon receipt of an undertaking by such Indemnitee satisfactory to the Managers to repay such payment if he shall be determined to be not entitled to indemnification therefor as provided herein; provided, however, that in such instance the Indemnitee is not commencing an action, suit, or proceeding against the Company, or defending an action, suit or proceeding commenced against the Indemnitee by the Company, or opposing a claim by the Company arising in connection with any such potential or threatened action, suit or proceeding.

SECTION 10.03 Insurance. At its election, the Managers may cause the Company to purchase and maintain insurance, at the expense of the Company and to the extent available, for the protection of the Managers, the Officers, the Affiliates of the Managers and the Officers, any liquidator, and the directors, officers, employees, consultants or other agents of any such Person, against any liability incurred by any such Person in any such capacity or arising out of his status as such, whether or not the Company has the power to indemnify such Person against such liability. The Managers may also cause the Company to purchase and maintain insurance for the protection of any officer, director, employee, consultant or other agent of any other organization in which the Company owns an interest or of which the Company is a creditor against similar liabilities, whether or not the Company has the power to indemnify any such Person against such liabilities.

ARTICLE XI

ACCOUNTING; RECORDS AND REPORTS

SECTION 11.01 Fiscal Year. The fiscal year of the Company shall be the calendar year, or such other year as required by the Code.

SECTION 11.02 Keeping of Accounts and Records. At all times the Managers shall cause to be kept proper and complete books of account, in which shall be entered fully and

accurately the transactions of the Company. Such books of account, together with (i) an executed copy of this Agreement (and any amendments hereto); (ii) the Certificate of the Company (and any amendments thereto); (iii) executed copies of any powers of attorney pursuant to which any of the aforesaid documents has been executed; and (iv) financial statements of the Company for each of the prior three years, shall at all times be maintained at the location specified in Section 1.02 hereof.

SECTION 11.03 **Inspection Rights.** Until the liquidation of the Company has been completed, the Member may examine the Company's books, records, accounts and assets, including bank balances, and may make, or cause to be made, any audit thereof at the Company's expense.

SECTION 11.04 **Reports.** The Managers shall prepare and transmit to the Member at the Company's expense such financial and other reports as shall be determined from time to time by the Member.

ARTICLE XII

WAIVER AND AMENDMENT

SECTION 12.01 **Waiver and Amendment.** Except for any waiver or amendment of the provisions of Sections 2.5 and 10.01 through 10.03 hereof which would adversely affect any Manager (or any Affiliate of a Manager), the terms and provisions of this Agreement may be waived, modified, terminated or amended at any time by the sole Member. The sole Member shall not waive or amend any provision of Sections 2.05 or 10.01 through 10.03 hereof in such a manner as would adversely affect any Manager (or any Affiliate of a Manager) without the written consent of such Manager.

ARTICLE XIII

GENERAL PROVISIONS

SECTION 13.01 **Notices.** Except where otherwise specifically provided in this Agreement, all notices, requests, consents, approvals and statements shall be in writing and shall be deemed to have been properly given by (i) personal delivery, (ii) first class mail, postage prepaid, (iii) electronic facsimile transmission, or (iv) courier service, addressed in each case: if to the Company, at the address where the Company's books and records are maintained as specified in Section 1.02 hereof; if to a Manager, at such Manager's address set forth in Schedule A; and if to the Member, to the Member's address set forth in Schedule A, or, in each case, to such other address or addresses (and/or by e-mail or other manner of delivery) as the addressee may have specified by written notice as aforesaid.

SECTION 13.02 **Binding on Successors**. This Agreement shall be binding upon and inure to the benefit of the respective heirs, successors, assigns and legal representatives of the parties hereto.

SECTION 13.03 **Counterparts.** This Agreement or any amendment hereto may be signed in any number of counterparts, each of which shall be an original, but all of which taken together shall constitute one agreement (or amendment, as the case may be).

SECTION 13.04 **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware.

SECTION 13.05 **Construction.** Whenever the content of this Agreement permits, the masculine gender shall include the feminine and neuter genders, and reference to singular or plural shall be interchangeable with the other. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the other provisions, and this Agreement shall be construed and reformed in all respects as if any such invalid or unenforceable provision(s) were omitted in order to give effect to the intent and purposes of this Agreement. References in this Agreement to particular sections of the Code or the Delaware Act shall be deemed to refer to such sections or provisions of the Code or the Delaware Act (or any successor legislation) as they may be amended after the date of this Agreement.

ARTICLE XIV

CERTAIN DEFINITIONS

SECTION 14.01 **Certain Definitions**. For purposes of this Agreement, the following terms have the respective meanings set forth below:

“Affiliate” means, with respect to the Person to which it refers, a Person that either (i) directly or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with, such Person or (ii) is the successor or assign to such Person.

“Agreement” means this Limited Liability Company Agreement, as it may be subsequently amended or restated in accordance with its terms.

“Capital Contribution” means the aggregate amount of cash or other property contributed by the Member to the Company pursuant to this Agreement.

“Certificate” means the certificate of formation of the Company and any amendments or restatements thereof as filed with the Delaware Secretary of State under the Delaware Act.

“Code” means the United States Internal Revenue Code of 1986 and the rules and regulations promulgated thereunder, as amended from time to time, or any successor statute thereto.

“Delaware Act” means the Delaware Limited Liability Company Act, as amended from time to time.

“Distributable Cash” means all cash of the Company that the Managers determine is available for distribution to the Member after the payment or provision for payment by the Company of all expenses incurred by the Company and in collecting any amounts then owed to the Company and so attributable.

“Indemnitee” shall have the meaning set forth in Section 10.01.

“Majority of the Managers” means (i) at least four of the Managers if there are then six Managers, (ii) at least three of the Managers if there are then five or four Managers, (iii) at least two of the Managers if there are then three Managers, and (ii) both of the Managers if there are then only two Managers.

“Manager” means each of the Persons then serving as a Manager of the Company in accordance to Section 2.01 hereof, in his capacity as a Manager of the LLC.

“Member” means Clean Harbors Disposal Services, Inc., a Delaware corporation.

“Net Profit” or “Net Loss” means, with respect to any fiscal year, the sum of the Company’s: (a) net profit or loss as determined in accordance with the Code and the Regulations thereunder, and (b) any income exempt from federal income tax, after deduction of all expenses properly chargeable to the Company for such fiscal year (whether deductible or non-deductible and whether described in Section 705(a)(2)(B) of the Code, treated as so described pursuant to Treasury Regulations Section 1.704-1(b)(2)(iv)(i), or otherwise). For this purpose, Net Profit or Net Loss shall be determined in accordance with tax accounting principles rather than generally accepted accounting principles, and any expenses required to be capitalized and included in the Company’s adjusted tax basis in any asset or which reduce the amount realized by the Company on the disposition of any asset shall be disregarded.

“Officers” means the President, the Senior Vice President, the Treasurer, the Secretary, and any such other officers of the Company as shall be elected by a Majority of the Managers or the sole Member in accordance with Section 2.02(a) hereof.

“Person” means any individual, general partnership, limited partnership, limited liability company, corporation, joint venture, trust, business trust, cooperative or association and the heirs, executors, administrators, legal representative, successors and assigns of such Person where the context so admits.

“Treasury Regulations” mean the Regulations promulgated by the United States Department of the Treasury under the Code, as amended.

IN WITNESS WHEREOF, the undersigned have executed this Limited Liability Company Agreement as of the effective date first above written.

MANAGERS:

/s/ Eric W. Gerstenberg
Eric W. Gerstenberg

/s/ Gene A. Cookson
Gene A. Cookson

/s/ Stephen H. Moynihan
Stephen H. Moynihan

/s/ Roger A. Koenecke
Roger A. Koenecke

/s/ Carl Paschetag
Carl Paschetag

/s/ William J. Geary
William J. Geary

MEMBER:

CLEAN HARBORS DISPOSAL SERVICES, INC.

By: /s/ Stephen H. Moynihan
Stephen H. Moynihan
Senior Vice President

CLEAN HARBORS PPM, LLC

SCHEDULE A

Name and Address

Managers:

Eric W. Gerstenberg
c/o Clean Harbors, Inc.
1501 Washington Street
Braintree, MA 02184

Gene A. Cookson
c/o Clean Harbors, Inc.
1501 Washington Street
Braintree, MA 02184

Stephen H. Moynihan
c/o Clean Harbors, Inc.
1501 Washington Street
Braintree, MA 02184

Roger A. Koenecke
c/o Clean Harbors, Inc.
1501 Washington Street
Braintree, MA 02184

Carl Paschetag
c/o Clean Harbors, Inc.
1501 Washington Street
Braintree, MA 02184

William J. Geary
c/o Clean Harbors, Inc.
1501 Washington Street
Braintree, MA 02184

Sole Member:

Clean Harbors Disposal Services, Inc.
1501 Washington Street
Braintree, MA 02184

Exhibit 3.45

Clean Harbors Recycling Services of Chicago, LLC

CERTIFICATE OF FORMATION

Pursuant to the provisions of Section 18-201 of the Limited Liability Company Act of the State of Delaware (the "Act"), the undersigned, being duly authorized, hereby certifies and states as follows:

1. Name of the Limited Liability Company. The name of the limited liability company formed hereby is Clean Harbors Recycling Services of Chicago, LLC (the "LLC").

2. Registered Agent and Office of the LLC. The name of the registered agent of the LLC in the State of Delaware is The Corporation Trust Company and the registered office address of the registered agent for the purposes of Section 18-104 of the Act is 1209 Orange Street, Wilmington, County of New Castle, Delaware 19801.

IN WITNESS WHEREOF, the undersigned hereby affirms that the facts stated herein are true, this 4th day of January, 2007.

/s/ Fred C. Chase
Fred C. Chase, *an Authorized Person*

CLEAN HARBORS RECYCLING SERVICES OF CHICAGO, LLC

LIMITED LIABILITY COMPANY AGREEMENT

This **LIMITED LIABILITY COMPANY AGREEMENT** is effective as of March 4, 2008, by and among Eric W. Gerstenberg, James M. Rutledge and William J. Geary, as Managers; and Clean Harbors, Inc., a Massachusetts corporation, as the sole Member. Certain capitalized terms used herein have the respective meanings set forth in Section 14.01 hereof.

ARTICLE I
CAPITAL CORPORATE SERVICES, INC.,
ORGANIZATION

SECTION 1.01 Formation of the Company. Clean Harbors Recycling Services of Chicago, LLC (the "Company") has been formed as a limited liability company under the Delaware Limited Liability Company Act *(6 Del. C § 18-101, et seq.)*, as amended from time to time (the "Delaware Act"), through the filing of the Certificate with the Delaware Secretary of State on January 4, 2007. The parties hereto agree to conduct the business of the Company in accordance with the provisions of the Act and of this Agreement.

SECTION 1.02 Name, Registered Office, and Maintenance of Books and Records. The name of the Company is "Clean Harbors Recycling Services of Chicago, LLC." The initial address of the Company's registered office in Delaware is 1209 Orange Street, Wilmington, County of New Castle, Delaware 198901, and its initial agent at such address for service of process is The Corporation Trust Company. The Company's books and records shall be maintained at 42 Longwater Drive, P.O. Box 9149, Norwell, MA 02061-9149. A Majority of the Managers may change the location at which the Company's books and records shall be maintained to such other location within the United States as such Managers may determine at any time, upon written notice to the Member stating such new location. A Majority of the Managers may also change the Company's registered agent from time to time in their sole discretion.

SECTION 1.03 Purposes. The purposes and objectives of the Company are to own, lease, manage and/or operate a licensed hazardous waste facility, to provide environmental services, and to engage in any other lawful activities allowed to be conducted by a limited liability company.

SECTION 1.04 Powers. Subject to the terms of this Agreement, and consistent with the purposes stated in Section 1.03 hereof, the Company shall have the following powers: (i) to enter into all agreements and engage in all activities and transactions necessary or advisable to carry out the Company's purposes; and (ii) to have all other powers available to it as a limited liability company organized under the laws of the State of Delaware. Without limitation of the foregoing, the Company shall have the powers: to acquire and dispose of assets and other property; to act as a general partner, limited partner, manager and/or member of any other Person; negotiate, enter into, and modify agreements including, without limitation, partnership agreements, limited liability company agreements, and leases or subleases of any real estate or

personal property; to incur obligations for and in connection with its business; to borrow money and provide guarantees for the obligations of other Persons and, if required by any lender, as security therefor to mortgage, pledge and grant security interests in all or any part of the assets and other property owned by the Company; to repay, in whole or in part, refinance, consolidate, recast, increase, modify or extend any loans which may affect any of the assets and other property owned by the Company; and to execute any and all other documents and instruments and exercise all powers necessary or appropriate to carry out the business of the Company.

ARTICLE II

CONDUCT AND MANAGEMENT OF THE COMPANY

SECTION 2.01 Managers. Except as otherwise provided in this Agreement for actions which require or permit approval by the sole Member, the business of the Company shall be under the control of the Managers. The names and current addresses of the initial Managers are as described in Schedule A hereto. One or more substitute or additional Managers may be elected at any time in the future by the sole Member. Each of the original Managers and any such substitute or additional Managers shall serve as a Manager until either (i) his voluntary resignation as a Manager, or (ii) his removal as a Manager with or without cause at any time by a Majority of the Managers or the sole Member. The Managers shall not be required to make any Capital Contributions to the Company.

SECTION 2.02 Officers.

(a) In order to facilitate the day-to-day operation of the Company's business, the Company shall have the following Officers: a President, Vice President, a Treasurer, a Secretary and Assistant Secretary, and any such additional Officers as a Majority of the Managers may from time to time deem appropriate. The President shall be a Manager, but none of the other Officers need be a Manager. Unless otherwise determined from time to time by a Majority of the Managers or by the sole Member, Eric W. Gerstenberg shall be the President, James M. Rutledge shall be Executive Vice President, Janet Frick shall be Vice President and Treasurer, William J. Geary shall be a Vice President and Assistant Secretary, and C. Michael Malm shall be Secretary. Unless otherwise determined from time to time by a Majority of the Managers or the sole Member, the President shall be the chief executive officer of the Company, the Treasurer shall be responsible for maintaining the funds and financial books and records of the Company, and the Secretary shall be responsible for maintaining the records of actions (whether by written consent or meeting) of the Managers and of the sole Member and the other non-financial records of the Company. Each of the Officers of the Company may be removed (and his successors elected) at any time by a Majority of the Managers or the sole Member.

(b) Except as may otherwise be determined from time to time by a Majority of the Managers or the sole Member, the Managers hereby delegate to the President and any Vice President then in office full authority to act on behalf of the Company. Except as may otherwise be determined from time to time by a Majority of the Managers or the sole Member, each of the President and any Vice President shall have, without further approval or consent of any of the other Managers or the sole Member, full authority: to acquire and dispose of assets and other property (both real and personal) on behalf of the Company, to negotiate, enter into, execute or

modify agreements on behalf of the Company including, without limitation, partnership agreements, limited liability company agreements, and leases or subleases of any real estate or personal property; to incur obligations for and on behalf of the Company for and in connection with its business; to borrow money and provide guarantees for the obligations of other Persons and, if required by any lender, as security therefor to mortgage, pledge and grant security interests in all or any part of the assets and other property owned by the Company; to repay, in whole or in part, refinance, consolidate, recast, increase, modify or extend any loans which may affect any of the assets and other property owned by the Company; and to execute any and all other documents and instruments and exercise all powers necessary or appropriate to carry out the business of the Company.

SECTION 2.03 Authorization.

(a) Every contract, agreement, and other instrument executed on behalf of the Company by any Manager, the President or any Vice President, or by another Officer of the Company authorized by a Majority of the Managers, shall be conclusive evidence in favor of every person or entity relying thereon or claiming thereunder that at the time of the delivery thereof (i) the Company was in existence, (ii) this Agreement had not been terminated or canceled or amended in any manner so as to restrict such authority (except as shown in the Certificate or other instrument duly filed with the Secretary of State of the State of Delaware), and (iii) the execution and delivery of such instrument were duly authorized by the Managers and/or the sole Member to the extent required.

(b) Any person or entity dealing with the Company may always rely on a certificate signed by any Manager, the President, any Vice President, the Secretary or an Assistant Secretary:

(i) as to who are the Managers, the Officers or the Member of the Company,

(ii) as to the existence or nonexistence of any fact or facts which (A) constitute conditions precedent to acts by the Company, or (B) are in any other manner germane to the affairs of the Company,

(iii) as to who is authorized to execute and deliver any instrument or document on behalf of the Company,

(iv) as to the authenticity of any copy of this Agreement and amendments thereto, or

(v) as to any act or failure to act by the Company, or as to any other matter whatsoever involving the Company or any Manager or Officer or Member of the Company.

SECTION 2.04 Actions by Managers or the Sole Member. Approval of any action by the Company which under the terms of this Agreement requires approval by a Majority of the Managers may be granted either by a written consent signed by a Majority of the Managers or by an affirmative vote of a Majority of the Managers at a meeting held for such purpose either with or without prior notice. Any Manager may participate in any such meeting by telephone if all Managers participating in any such meeting shall be able to hear the other participating

Managers. The participation of a Majority of the Managers shall constitute a quorum for all purposes. If any action is approved by a Majority of the Managers but any Manager shall not sign any written consent by which, or shall not participate in any meeting at which, such approval was granted, the Secretary of the Company shall promptly provide to such Manager following the date of such written consent or meeting a copy of such written consent or minutes of such meeting. Any action taken by the sole Member under the terms of this Agreement shall be by written consent of the sole Member.

SECTION 2.05 **Duty of Care.** The sole Member acknowledges that decisions concerning the Company's activities will involve the exercise of judgment and a risk of loss. The Managers, the Officers and their Affiliates shall not be liable to the Company or the Member for any loss suffered by the Company or the Member which arises out of any action or omission of a Manager, an Officer or any Affiliate of a Manager or an Officer, provided that (i) such Manager, Officer or Affiliate determined, in good faith, that such course of conduct was in, or not opposed to, the best interest of the Company or was otherwise permitted by this Agreement, and (ii) such course of conduct did not constitute gross negligence or willful malfeasance, a material breach of this Agreement, or an intentional violation of federal or state law by such Manager, Officer or Affiliate. The Managers, the Officers, and their Affiliates shall not be liable for the negligence, whether of omission or commission, dishonesty or bad faith of any employee, broker or other agent of the Company selected by the Managers or the Officers with reasonable care. Furthermore, the Managers, the Officers, and their Affiliates shall be entitled to indemnification by the Company to the extent provided in Article X hereof.

ARTICLE III

MEMBER

SECTION 3.01 **Name, Address, and Capital Contribution**. The name and current address of the sole Member are as described in Schedule A hereto. On and after the date of this Agreement, the Member shall make to the Company either in cash or in other tangible or intangible property such Capital Contributions as shall be determined by the Member. The Treasurer shall record the Member's Capital Contributions on the financial records of the Company.

SECTION 3.02 **Limited Liability.** In accordance with the Delaware Act, the liability of the Member to the Company and its creditors shall be limited to (i) any unpaid Capital Contribution which the Member has agreed to make to the Company; (ii) the amount of any distribution previously received from the Company which the Member may be required to return to the Company pursuant to Section 18-607(b) of the Delaware Act; and (iii) the unpaid balance of any other payments (if any) that the Member expressly is required, pursuant to this Agreement, to make to the Company.

SECTION 3.03 **No Control of Company**. Except as otherwise provided in this Agreement, the Member, in its capacity as such, shall not take part in the management or control of the affairs of the Company, or undertake any transactions on behalf of the Company, or have any power to sign for or otherwise to bind the Company.

SECTION 3.04 **Dissolution, Liquidation or Bankruptcy.** The dissolution, liquidation or bankruptcy of the Member shall not result in the termination of the Company, but the rights of the Member under this Agreement shall accrue to the Member's successors, estate or legal representatives. Except as expressly provided in this Agreement, no other event affecting the Member (including but not limited to insolvency) shall affect this Agreement.

ARTICLE IV

EXPENSES AND COMPENSATION

SECTION 4.01 **No Management Fee.** The Company shall not be obligated to pay to the Managers (or any Affiliate of the Managers) any management fee or similar compensation. However, the Managers shall be entitled to receive compensation from the Member and its Affiliates in the Managers' respective capacities as officers and employees of the Member and its Affiliates.

SECTION 4.02 **Expenses.** The Company shall be responsible for the payment from its own funds of all of the Company's expenses.

ARTICLE V

DISTRIBUTIONS

SECTION 5.01 **Amount, Timing and Form.** The Managers shall determine in their discretion the amount, timing and form of all distributions of Distributable Cash to be made by the Company to the sole Member.

ARTICLE VI

TAX ALLOCATIONS

SECTION 6.01 **Allocations of Net Profit or Net Loss.** As described in Articles II, III and V above, the sole Member shall be responsible for all Capital Contributions to the Company, and the Company shall make all distributions to the Member. All distributions of Net Profit or Net Loss by the Company will accordingly be made to the Member. The Company shall therefore be treated for U.S. federal income tax purposes as a "disregarded entity" of which all of the beneficial interests are held by the sole Member.

ARTICLE VII

DURATION OF THE COMPANY

SECTION 7.01 **Term of Company.** The term of the Company commenced on the filing of the Certificate with the Delaware Secretary of State and shall continue until the date on which the Company is dissolved as provided in Sections 7.02 or 7.03 or by operation of law.

SECTION 7.02 **Dissolution Upon Sale of Assets**. The Company shall be dissolved in the event of the sale or distribution by the Company of all or substantially all of the assets of the Company.

SECTION 7.03 **Dissolution by Written Consent of Member.** The sole Member may dissolve the Company at any time by written consent executed by the Member and a copy of which shall be provided to the Managers.

ARTICLE VIII

LIQUIDATION OF THE COMPANY

SECTION 8.01 **General Provisions.** Following the dissolution of the Company in accordance with Article VII hereof, the Company's assets shall be liquidated in an orderly manner. The Managers (or, at the Managers' election, another Person selected by a Majority of the Managers) shall be the liquidator to wind up the affairs of the Company pursuant to this Agreement.

SECTION 8.02 **Liquidating Distributions.** The liquidator shall pay or provide for the satisfaction of the Company's liabilities and obligations to creditors. Any Net Profit or Net Loss realized in connection with the liquidation of the Company shall be allocated to the Member pursuant to Article VI hereof, and the remaining assets of the Company shall then be distributed to the Member. In performing its duties, the liquidator is authorized to sell, exchange or otherwise dispose of the assets of the Company in such reasonable manner as the liquidator shall determine to be in the best interest of the Company and the Member.

SECTION 8.03 **Expenses of Liquidator.** The expenses incurred by the liquidator in connection with winding up the Company, and all other losses or liabilities of the Company incurred in accordance with the terms of this Agreement, shall be borne by the Company.

SECTION 8.04 **Duration of Liquidation.** A reasonable time shall be allowed for the winding up of the affairs of the Company in order to minimize any losses otherwise associated with such a winding up.

SECTION 8.05 **Duty of Care.** The liquidator shall not be liable to the Company or the Member for any loss attributable to any act or omission of the liquidator in good faith and in a manner such liquidator reasonably believed to be in, or not opposed to, the best interests of the Company in connection with the liquidation of the Company and distribution of its assets and provided that such act or omission did not constitute gross negligence, willful misconduct or a material breach of this Agreement. The liquidator may consult with counsel, investment banking firms, consultants and accountants with respect to liquidating the Company and distributing its assets and may act or omit to act in accordance with the advice of such counsel, investment banking firms, consultants or accountants, provided they shall have been selected with reasonable care.

SECTION 8.06 **No Liability for Return of Capital.** The liquidator(s), the Managers and their respective officers, directors, agents and Affiliates shall not be personally liable for the return of the Capital Contribution of the Member to the Company.

ARTICLE IX

TRANSFER OF INTERESTS

SECTION 9.01 Limitation on Transfer of Rights and Obligations of Managers. The Managers shall not assign, pledge, mortgage, hypothecate, sell or otherwise dispose of or encumber all or any part of their rights or obligations under this Agreement without the prior written consent of the Member.

SECTION 9.02 Transfer of Member Interests. Except as may otherwise be required to comply with applicable federal and state laws, the sole Member shall have the right to transfer all or any part of its interests in the Company by delivery to the Company of an assignment in writing duly executed by the Member.

ARTICLE X

INDEMNIFICATION

SECTION 10.01 General Provisions.

(a) Subject to the limitations set forth below in this Article X, each of the Managers, the Officers, the Affiliates of the Managers and the Officers, and the liquidator (if any), (each such Person being referred to hereafter as an "Indemnitee"), shall be indemnified by the Company (but only out of Company assets, including the proceeds of liability insurance) against any claim, demand, controversy, dispute, cost, loss, damage, expense (including attorneys' fees), judgment and/or liability incurred by or imposed upon the Indemnitee in connection with any action, suit or proceeding (including any proceeding before any administrative or legislative body or agency), to which the Indemnitee shall become a party or shall be threatened to become a party, by reason of the Indemnitee's being at the time the cause of action arose or thereafter, a Manager, an Officer, an Affiliate of a Manager or an Officer,, a liquidator (if any), or a director, officer, member, partner, employee, consultant or other agent of any other organization in which the Company owns an interest, which other organization the Indemnitee serves or has served as director, officer, manager, member, partner, employee, consultant or other agent at the request of the Company (whether or not the Indemnitee continues to serve in such capacity at the time such action, suit or proceeding is brought or threatened). Each Indemnitee may be entitled to such indemnification notwithstanding that the Company has sold, assigned, distributed or otherwise transferred its investment in such other organization prior to the time that such action, suit or proceeding is brought or threatened.

(b) The Indemnitee shall not be indemnified with respect to matters as to which the Indemnitee shall have been finally adjudicated in any such action, suit or proceeding (i) not to have acted in good faith and in the reasonable belief that the Indemnitee's action was in accordance with such Person's obligations to the Company or to have acted with gross negligence or a willful disregard of his duties, or in breach of his fiduciary obligations, or (ii) with respect to any criminal action or proceeding, not to have had cause to believe beyond any reasonable doubt the Indemnitee's conduct was criminal. In the event of settlement of any action, suit or proceeding brought or threatened, the indemnification provided for in this Article X shall

apply to all matters covered by the settlement except for matters as to which the Company is advised by counsel (who may be counsel regularly retained to represent the Company) that the Person seeking indemnification, in the opinion of such counsel, did not act in good faith or acted with gross negligence or a willful disregard of such Person's duties, or in breach of such Person's fiduciary obligations, or, with respect to any criminal action or proceeding, that the Person seeking indemnification had reasonable cause to believe such Person's conduct was criminal.

(c) The right of indemnification provided for in this Article X shall be in addition to any rights to which any Indemnitee may otherwise be entitled and shall inure to the benefit of the executors, administrators, personal representatives, successors or assigns of each such Indemnitee. Such Indemnitee shall first use reasonable efforts to pursue other readily available sources of indemnification before pursuing a claim for indemnification against the Company under this Article X.

SECTION 10.02 Advance Payment of Expenses. The Company shall pay the expenses incurred by an Indemnitee in defending a civil or criminal action, suit or proceeding, or in opposing any claim arising in connection with any potential or threatened civil or criminal action, suit or proceeding, in advance of the final disposition of such action, suit or proceeding, upon receipt of an undertaking by such Indemnitee satisfactory to the Managers to repay such payment if he shall be determined to be not entitled to indemnification therefor as provided herein; provided, however, that in such instance the Indemnitee is not commencing an action, suit, or proceeding against the Company, or defending an action, suit or proceeding commenced against the Indemnitee by the Company, or opposing a claim by the Company arising in connection with any such potential or threatened action, suit or proceeding.

SECTION 10.03 Insurance. At its election, the Managers may cause the Company to purchase and maintain insurance, at the expense of the Company and to the extent available, for the protection of the Managers, the Officers, the Affiliates of the Managers and the Officers, any liquidator, and the directors, officers, employees, consultants or other agents of any such Person, against any liability incurred by any such Person in any such capacity or arising out of his status as such, whether or not the Company has the power to indemnify such Person against such liability. The Managers may also cause the Company to purchase and maintain insurance for the protection of any officer, director, employee, consultant or other agent of any other organization in which the Company owns an interest or of which the Company is a creditor against similar liabilities, whether or not the Company has the power to indemnify any such Person against such liabilities.

ARTICLE XI

ACCOUNTING; RECORDS AND REPORTS

SECTION 11.01 Fiscal Year. The fiscal year of the Company shall be the calendar year, or such other year as required by the Code.

SECTION 11.02 Keeping of Accounts and Records. At all times the Managers shall cause to be kept proper and complete books of account, in which shall be entered fully and

accurately the transactions of the Company. Such books of account, together with (i) an executed copy of this Agreement (and any amendments hereto); (ii) the Certificate of the Company (and any amendments thereto); (iii) executed copies of any powers of attorney pursuant to which any of the aforesaid documents has been executed; and (iv) financial statements of the Company for each of the prior three years, shall at all times be maintained at the location specified in Section 1.02 hereof.

SECTION 11.03 **Inspection Rights.** Until the liquidation of the Company has been completed, the Member may examine the Company's books, records, accounts and assets, including bank balances, and may make, or cause to be made, any audit thereof at the Company's expense.

SECTION 11.04 **Reports.** The Managers shall prepare and transmit to the Member at the Company's expense such financial and other reports as shall be determined from time to time by the Member.

ARTICLE XII

WAIVER AND AMENDMENT

SECTION 12.01 **Waiver and Amendment.** Except for any waiver or amendment of the provisions of Sections 2.5 and 10.01 through 10.03 hereof which would adversely affect any Manager (or any Affiliate of a Manager), the terms and provisions of this Agreement may be waived, modified, terminated or amended at any time by the sole Member. The sole Member shall not waive or amend any provision of Sections 2.05 or 10.01 through 10.03 hereof in such a manner as would adversely affect any Manager (or any Affiliate of a Manager) without the written consent of such Manager.

ARTICLE XIII

GENERAL PROVISIONS

SECTION 13.01 **Notices.** Except where otherwise specifically provided in this Agreement, all notices, requests, consents, approvals and statements shall be in writing and shall be deemed to have been properly given by (i) personal delivery, (ii) first class mail, postage prepaid, (iii) electronic facsimile transmission, or (iv) courier service, addressed in each case: if to the Company, at the address where the Company's books and records are maintained as specified in Section 1.02 hereof; if to a Manager, at such Manager's address set forth in Schedule A; and if to the Member, to the Member's address set forth in Schedule A, or, in each case, to such other address or addresses (and/or by e-mail or other manner of delivery) as the addressee may have specified by written notice as aforesaid.

SECTION 13.02 **Binding on Successors**. This Agreement shall be binding upon and inure to the benefit of the respective heirs, successors, assigns and legal representatives of the parties hereto.

SECTION 13.03 **Counterparts.** This Agreement or any amendment hereto may be signed in any number of counterparts, each of which shall be an original, but all of which taken together shall constitute one agreement (or amendment, as the case may be).

SECTION 13.04 **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware.

SECTION 13.05 **Construction.** Whenever the content of this Agreement permits, the masculine gender shall include the feminine and neuter genders, and reference to singular or plural shall be interchangeable with the other. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the other provisions, and this Agreement shall be construed and reformed in all respects as if any such invalid or unenforceable provision(s) were omitted in order to give effect to the intent and purposes of this Agreement. References in this Agreement to particular sections of the Code or the Delaware Act shall be deemed to refer to such sections or provisions of the Code or the Delaware Act (or any successor legislation) as they may be amended after the date of this Agreement.

ARTICLE XIV

CERTAIN DEFINITIONS

SECTION 14.01 **Certain Definitions**. For purposes of this Agreement, the following terms have the respective meanings set forth below:

"Affiliate" means, with respect to the Person to which it refers, a Person that either (i) directly or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with, such Person or (ii) is the successor or assign to such Person.

"Agreement" means this Limited Liability Company Agreement, as it may be subsequently amended or restated in accordance with its terms.

"Capital Contribution" means the aggregate amount of cash or other property contributed by the Member to the Company pursuant to this Agreement.

"Certificate" means the certificate of formation of the Company and any amendments or restatements thereof as filed with the Delaware Secretary of State under the Delaware Act.

"Code" means the United States Internal Revenue Code of 1986 and the rules and regulations promulgated thereunder, as amended from time to time, or any successor statute thereto.

"Delaware Act" means the Delaware Limited Liability Company Act, as amended from time to time.

"Distributable Cash" means all cash of the Company that the Managers determine is available for distribution to the Member after the payment or provision for payment by the Company of all expenses incurred by the Company and in collecting any amounts then owed to the Company and so attributable.

“Indemnitee” shall have the meaning set forth in Section 10.01.

“Majority of the Managers” means (i) at least four of the Managers if there are then six Managers, (ii) at least three of the Managers if there are then five or four Managers, (iii) at least two of the Managers if there are then three Managers, and (ii) both of the Managers if there are then only two Managers.

“Manager” means each of the Persons then serving as a Manager of the Company in accordance to Section 2.01 hereof, in his capacity as a Manager of the Company.

“Member” means Clean Harbors, Inc., a Massachusetts corporation.

“Net Profit” or “Net Loss” means, with respect to any fiscal year, the sum of the Company’s: (a) net profit or loss as determined in accordance with the Code and the Regulations thereunder, and (b) any income exempt from federal income tax, after deduction of all expenses properly chargeable to the Company for such fiscal year (whether deductible or non-deductible and whether described in Section 705(a)(2)(B) of the Code, treated as so described pursuant to Treasury Regulations Section 1.704-1(b)(2)(iv)(i), or otherwise). For this purpose, Net Profit or Net Loss shall be determined in accordance with tax accounting principles rather than generally accepted accounting principles, and any expenses required to be capitalized and included in the Company’s adjusted tax basis in any asset or which reduce the amount realized by the Company on the disposition of any asset shall be disregarded.

“Officers” means the President, the Executive Vice President, any other Vice President, the Treasurer, the Secretary, and any such other officers of the Company as shall be elected by a Majority of the Managers or the sole Member in accordance with Section 2.02(a) hereof.

“Person” means any individual, general partnership, limited partnership, limited liability company, corporation, joint venture, trust, business trust, cooperative or association and the heirs, executors, administrators, legal representative, successors and assigns of such Person where the context so admits.

“Treasury Regulations” mean the Regulations promulgated by the United States Department of the Treasury under the Code, as amended.

IN WITNESS WHEREOF, the undersigned have executed this Limited Liability Company Agreement as of the effective date first above written.

MANAGERS:

/s/ Eric W. Gerstenberg
Eric W. Gerstenberg

/s/ James M. Rutledge
James M. Rutledge

/s/ William J. Geary
William J. Geary

MEMBER:

CLEAN HARBORS, INC.

By: /s/ James M. Rutledge
James M. Rutledge
Executive Vice President

CLEAN HARBORS RECYCLING SERVICES OF CHICAGO, LLC

SCHEDULE A

Name and Address

Managers:

Eric W. Gerstenberg
c/o Clean Harbors, Inc.
42 Longwater Drive
P.O. Box 9149
Norwell, MA 02061-9149

James M. Rutledge
c/o Clean Harbors, Inc.
42 Longwater Drive
P.O. Box 9149
Norwell, MA 02061-9149

William J. Geary
c/o Clean Harbors, Inc.
42 Longwater Drive
P.O. Box 9149
Norwell, MA 02061-9149

Sole Member:

Clean Harbors, Inc.
42 Longwater Drive
P.O. Box 9149
Norwell, MA 02061-9149

Exhibit 3.46

Clean Harbors Recycling Services of Ohio, LLC

CERTIFICATE OF FORMATION

Pursuant to the provisions of Section 18-201 of the Limited Liability Company Act of the State of Delaware (the "Act"), the undersigned, being duly authorized, hereby certifies and states as follows:

1. Name of the Limited Liability Company. The name of the limited liability company formed hereby is Clean Harbors Recycling Services of Ohio, LLC (the "LLC").

2. Registered Agent and Office of the LLC. The name of the registered agent of the LLC in the State of Delaware is The Corporation Trust Company and the registered office address of the registered agent for the purposes of Section 18-104 of the Act is 1209 Orange Street, Wilmington, County of New Castle, Delaware 19801.

IN WITNESS WHEREOF, the undersigned hereby affirms that the facts stated herein are true, this 4th day of January, 2007.

/s/ Fred C. Chase
Fred C. Chase, *an Authorized Person*

CLEAN HARBORS RECYCLING SERVICES OF OHIO, LLC

LIMITED LIABILITY COMPANY AGREEMENT

This **LIMITED LIABILITY COMPANY AGREEMENT** is effective as of March 4, 2008, by and among Eric W. Gerstenberg, James M. Rutledge and William J. Geary, as Managers; and Clean Harbors, Inc., a Massachusetts corporation, as the sole Member. Certain capitalized terms used herein have the respective meanings set forth in Section 14.01 hereof.

ARTICLE I
CAPITAL CORPORATE SERVICES, INC.,
ORGANIZATION

SECTION 1.01 Formation of the Company. Clean Harbors Recycling Services of Ohio, LLC (the "Company") has been formed as a limited liability company under the Delaware Limited Liability Company Act *(6 Del. C § 18-101, et seq.)*, as amended from time to time (the "Delaware Act"), through the filing of the Certificate with the Delaware Secretary of State on January 4, 2007. The parties hereto agree to conduct the business of the Company in accordance with the provisions of the Act and of this Agreement.

SECTION 1.02 Name, Registered Office, and Maintenance of Books and Records. The name of the Company is "Clean Harbors Recycling Services of Ohio, LLC." The initial address of the Company's registered office in Delaware is 1209 Orange Street, Wilmington, County of New Castle, Delaware 198901, and its initial agent at such address for service of process is The Corporation Trust Company. The Company's books and records shall be maintained at 42 Longwater Drive, P.O. Box 9149, Norwell, MA 02061-9149. A Majority of the Managers may change the location at which the Company's books and records shall be maintained to such other location within the United States as such Managers may determine at any time, upon written notice to the Member stating such new location. A Majority of the Managers may also change the Company's registered agent from time to time in their sole discretion.

SECTION 1.03 Purposes. The purposes and objectives of the Company are to own, lease, manage and/or operate a licensed hazardous waste facility, to provide environmental services, and to engage in any other lawful activities allowed to be conducted by a limited liability company.

SECTION 1.04 Powers. Subject to the terms of this Agreement, and consistent with the purposes stated in Section 1.03 hereof, the Company shall have the following powers: (i) to enter into all agreements and engage in all activities and transactions necessary or advisable to carry out the Company's purposes; and (ii) to have all other powers available to it as a limited liability company organized under the laws of the State of Delaware. Without limitation of the foregoing, the Company shall have the powers: to acquire and dispose of assets and other property; to act as a general partner, limited partner, manager and/or member of any other Person; negotiate, enter into, and modify agreements including, without limitation, partnership agreements, limited liability company agreements, and leases or subleases of any real estate or

personal property; to incur obligations for and in connection with its business; to borrow money and provide guarantees for the obligations of other Persons and, if required by any lender, as security therefor to mortgage, pledge and grant security interests in all or any part of the assets and other property owned by the Company; to repay, in whole or in part, refinance, consolidate, recast, increase, modify or extend any loans which may affect any of the assets and other property owned by the Company; and to execute any and all other documents and instruments and exercise all powers necessary or appropriate to carry out the business of the Company.

ARTICLE II

CONDUCT AND MANAGEMENT OF THE COMPANY

SECTION 2.01 Managers. Except as otherwise provided in this Agreement for actions which require or permit approval by the sole Member, the business of the Company shall be under the control of the Managers. The names and current addresses of the initial Managers are as described in Schedule A hereto. One or more substitute or additional Managers may be elected at any time in the future by the sole Member. Each of the original Managers and any such substitute or additional Managers shall serve as a Manager until either (i) his voluntary resignation as a Manager, or (ii) his removal as a Manager with or without cause at any time by a Majority of the Managers or the sole Member. The Managers shall not be required to make any Capital Contributions to the Company.

SECTION 2.02 Officers.

(a) In order to facilitate the day-to-day operation of the Company's business, the Company shall have the following Officers: a President, Vice President, a Treasurer, a Secretary and Assistant Secretary, and any such additional Officers as a Majority of the Managers may from time to time deem appropriate. The President shall be a Manager, but none of the other Officers need be a Manager. Unless otherwise determined from time to time by a Majority of the Managers or by the sole Member, Eric W. Gerstenberg shall be the President, James M. Rutledge shall be Executive Vice President, Janet Frick shall be Vice President and Treasurer, William J. Geary shall be a Vice President and Assistant Secretary, and C. Michael Malm shall be Secretary. Unless otherwise determined from time to time by a Majority of the Managers or the sole Member, the President shall be the chief executive officer of the COMPANY, the Treasurer shall be responsible for maintaining the funds and financial books and records of the COMPANY, and the Secretary shall be responsible for maintaining the records of actions (whether by written consent or meeting) of the Managers and of the sole Member and the other non-financial records of the COMPANY. Each of the Officers of the COMPANY may be removed (and his successors elected) at any time by a Majority of the Managers or the sole Member.

(b) Except as may otherwise be determined from time to time by a Majority of the Managers or the sole Member, the Managers hereby delegate to the President and any Vice President then in office full authority to act on behalf of the COMPANY. Except as may otherwise be determined from time to time by a Majority of the Managers or the sole Member, each of the President and any Vice President shall have, without further approval or consent of any of the other Managers or the sole Member, full authority: to acquire and dispose of assets

and other property (both real and personal) on behalf of the COMPANY; to negotiate, enter into, execute or modify agreements on behalf of the COMPANY including, without limitation, partnership agreements, limited liability company agreements, and leases or subleases of any real estate or personal property; to incur obligations for and on behalf of the COMPANY for and in connection with its business; to borrow money and provide guarantees for the obligations of other Persons and, if required by any lender, as security therefor to mortgage, pledge and grant security interests in all or any part of the assets and other property owned by the Company; to repay, in whole or in part, refinance, consolidate, recast, increase, modify or extend any loans which may affect any of the assets and other property owned by the Company; and to execute any and all other documents and instruments and exercise all powers necessary or appropriate to carry out the business of the Company.

SECTION 2.03 Authorization.

(a) Every contract, agreement, and other instrument executed on behalf of the Company by any Manager, the President or any Vice President, or by another Officer of the Company authorized by a Majority of the Managers, shall be conclusive evidence in favor of every person or entity relying thereon or claiming thereunder that at the time of the delivery thereof (i) the Company was in existence, (ii) this Agreement had not been terminated or canceled or amended in any manner so as to restrict such authority (except as shown in the Certificate or other instrument duly filed with the Secretary of State of the State of Delaware), and (iii) the execution and delivery of such instrument were duly authorized by the Managers and/or the sole Member to the extent required.

(b) Any person or entity dealing with the Company may always rely on a certificate signed by any Manager, the President, any Vice President, the Secretary or an Assistant Secretary:

(i) as to who are the Managers, the Officers or the Member of the Company,

(ii) as to the existence or nonexistence of any fact or facts which (A) constitute conditions precedent to acts by the Company, or (B) are in any other manner germane to the affairs of the Company,

(iii) as to who is authorized to execute and deliver any instrument or document on behalf of the Company,

(iv) as to the authenticity of any copy of this Agreement and amendments thereto, or

(v) as to any act or failure to act by the Company, or as to any other matter whatsoever involving the Company or any Manager or Officer or Member of the Company.

SECTION 2.04 Actions by Managers or the Sole Member. Approval of any action by the Company which under the terms of this Agreement requires approval by a Majority of the Managers may be granted either by a written consent signed by a Majority of the Managers or by an affirmative vote of a Majority of the Managers at a meeting held for such purpose either with or without prior notice. Any Manager may participate in any such meeting by telephone if all

Managers participating in any such meeting shall be able to hear the other participating Managers. The participation of a Majority of the Managers shall constitute a quorum for all purposes. If any action is approved by a Majority of the Managers but any Manager shall not sign any written consent by which, or shall not participate in any meeting at which, such approval was granted, the Secretary of the Company shall promptly provide to such Manager following the date of such written consent or meeting a copy of such written consent or minutes of such meeting. Any action taken by the sole Member under the terms of this Agreement shall be by written consent of the sole Member.

SECTION 2.05 **Duty of Care.** The sole Member acknowledges that decisions concerning the Company's activities will involve the exercise of judgment and a risk of loss. The Managers, the Officers and their Affiliates shall not be liable to the Company or the Member for any loss suffered by the Company or the Member which arises out of any action or omission of a Manager, an Officer or any Affiliate of a Manager or an Officer, provided that (i) such Manager, Officer or Affiliate determined, in good faith, that such course of conduct was in, or not opposed to, the best interest of the Company or was otherwise permitted by this Agreement, and (ii) such course of conduct did not constitute gross negligence or willful malfeasance, a material breach of this Agreement, or an intentional violation of federal or state law by such Manager, Officer or Affiliate. The Managers, the Officers, and their Affiliates shall not be liable for the negligence, whether of omission or commission, dishonesty or bad faith of any employee, broker or other agent of the Company selected by the Managers or the Officers with reasonable care. Furthermore, the Managers, the Officers, and their Affiliates shall be entitled to indemnification by the Company to the extent provided in Article X hereof.

ARTICLE III

MEMBER

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DURATION OF THE COMPANY

SECTION 7.01 Term of Company. The term of the Company commenced on the filing of the Certificate with the Delaware Secretary of State and shall continue until the date on which the Company is dissolved as provided in Sections 7.02 or 7.03 or by operation of law.

SECTION 7.02 **Dissolution Upon Sale of Assets**. The Company shall be dissolved in the event of the sale or distribution by the Company of all or substantially all of the assets of the Company.

SECTION 7.03 **Dissolution by Written Consent of Member.** The sole Member may dissolve the Company at any time by written consent executed by the Member and a copy of which shall be provided to the Managers.

ARTICLE VIII

LIQUIDATION OF THE COMPANY

SECTION 8.01 **General Provisions.** Following the dissolution of the Company in accordance with Article VII hereof, the Company's assets shall be liquidated in an orderly manner. The Managers (or, at the Managers' election, another Person selected by a Majority of the Managers) shall be the liquidator to wind up the affairs of the Company pursuant to this Agreement.

SECTION 8.02 **Liquidating Distributions.** The liquidator shall pay or provide for the satisfaction of the Company's liabilities and obligations to creditors. Any Net Profit or Net Loss realized in connection with the liquidation of the Company shall be allocated to the Member pursuant to Article VI hereof, and the remaining assets of the Company shall then be distributed to the Member. In performing its duties, the liquidator is authorized to sell, exchange or otherwise dispose of the assets of the Company in such reasonable manner as the liquidator shall determine to be in the best interest of the Company and the Member.

SECTION 8.03 **Expenses of Liquidator.** The expenses incurred by the liquidator in connection with winding up the Company, and all other losses or liabilities of the Company incurred in accordance with the terms of this Agreement, shall be borne by the Company.

SECTION 8.04 **Duration of Liquidation.** A reasonable time shall be allowed for the winding up of the affairs of the Company in order to minimize any losses otherwise associated with such a winding up.

SECTION 8.05 **Duty of Care.** The liquidator shall not be liable to the Company or the Member for any loss attributable to any act or omission of the liquidator in good faith and in a manner such liquidator reasonably believed to be in, or not opposed to, the best interests of the Company in connection with the liquidation of the Company and distribution of its assets and provided that such act or omission did not constitute gross negligence, willful misconduct or a material breach of this Agreement. The liquidator may consult with counsel, investment banking firms, consultants and accountants with respect to liquidating the Company and distributing its assets and may act or omit to act in accordance with the advice of such counsel, investment banking firms, consultants or accountants, provided they shall have been selected with reasonable care.

SECTION 8.06 **No Liability for Return of Capital.** The liquidator(s), the Managers and their respective officers, directors, agents and Affiliates shall not be personally liable for the return of the Capital Contribution of the Member to the Company.

ARTICLE IX

TRANSFER OF INTERESTS

SECTION 9.01 Limitation on Transfer of Rights and Obligations of Managers. The Managers shall not assign, pledge, mortgage, hypothecate, sell or otherwise dispose of or encumber all or any part of their rights or obligations under this Agreement without the prior written consent of the Member.

SECTION 9.02 Transfer of Member Interests. Except as may otherwise be required to comply with applicable federal and state laws, the sole Member shall have the right to transfer all or any part of its interests in the Company by delivery to the Company of an assignment in writing duly executed by the Member.

ARTICLE X

INDEMNIFICATION

SECTION 10.01 General Provisions.

(a) Subject to the limitations set forth below in this Article X, each of the Managers, the Officers, the Affiliates of the Managers and the Officers, and the liquidator (if any), (each such Person being referred to hereafter as an "Indemnitee"), shall be indemnified by the Company (but only out of Company assets, including the proceeds of liability insurance) against any claim, demand, controversy, dispute, cost, loss, damage, expense (including attorneys' fees), judgment and/or liability incurred by or imposed upon the Indemnitee in connection with any action, suit or proceeding (including any proceeding before any administrative or legislative body or agency), to which the Indemnitee shall become a party or shall be threatened to become a party, by reason of the Indemnitee's being at the time the cause of action arose or thereafter, a Manager, an Officer, an Affiliate of a Manager or an Officer,, a liquidator (if any), or a director, officer, member, partner, employee, consultant or other agent of any other organization in which the Company owns an interest, which other organization the Indemnitee serves or has served as director, officer, manager, member, partner, employee, consultant or other agent at the request of the Company (whether or not the Indemnitee continues to serve in such capacity at the time such action, suit or proceeding is brought or threatened). Each Indemnitee may be entitled to such indemnification notwithstanding that the Company has sold, assigned, distributed or otherwise transferred its investment in such other organization prior to the time that such action, suit or proceeding is brought or threatened.

(b) The Indemnitee shall not be indemnified with respect to matters as to which the Indemnitee shall have been finally adjudicated in any such action, suit or proceeding (i) not to have acted in good faith and in the reasonable belief that the Indemnitee's action was in accordance with such Person's obligations to the Company or to have acted with gross negligence or a willful disregard of his duties, or in breach of his fiduciary obligations, or (ii) with respect to any criminal action or proceeding, not to have had cause to believe beyond any reasonable doubt the Indemnitee's conduct was criminal. In the event of settlement of any action, suit or proceeding brought or threatened, the indemnification provided for in this Article X shall

apply to all matters covered by the settlement except for matters as to which the Company is advised by counsel (who may be counsel regularly retained to represent the Company) that the Person seeking indemnification, in the opinion of such counsel, did not act in good faith or acted with gross negligence or a willful disregard of such Person's duties, or in breach of such Person's fiduciary obligations, or, with respect to any criminal action or proceeding, that the Person seeking indemnification had reasonable cause to believe such Person's conduct was criminal.

(c) The right of indemnification provided for in this Article X shall be in addition to any rights to which any Indemnitee may otherwise be entitled and shall inure to the benefit of the executors, administrators, personal representatives, successors or assigns of each such Indemnitee. Such Indemnitee shall first use reasonable efforts to pursue other readily available sources of indemnification before pursuing a claim for indemnification against the Company under this Article X.

SECTION 10.02 Advance Payment of Expenses. The Company shall pay the expenses incurred by an Indemnitee in defending a civil or criminal action, suit or proceeding, or in opposing any claim arising in connection with any potential or threatened civil or criminal action, suit or proceeding, in advance of the final disposition of such action, suit or proceeding, upon receipt of an undertaking by such Indemnitee satisfactory to the Managers to repay such payment if he shall be determined to be not entitled to indemnification therefor as provided herein; provided, however, that in such instance the Indemnitee is not commencing an action, suit, or proceeding against the Company, or defending an action, suit or proceeding commenced against the Indemnitee by the Company, or opposing a claim by the Company arising in connection with any such potential or threatened action, suit or proceeding.

SECTION 10.03 Insurance. At its election, the Managers may cause the Company to purchase and maintain insurance, at the expense of the Company and to the extent available, for the protection of the Managers, the Officers, the Affiliates of the Managers and the Officers, any liquidator, and the directors, officers, employees, consultants or other agents of any such Person, against any liability incurred by any such Person in any such capacity or arising out of his status as such, whether or not the Company has the power to indemnify such Person against such liability. The Managers may also cause the Company to purchase and maintain insurance for the protection of any officer, director, employee, consultant or other agent of any other organization in which the Company owns an interest or of which the Company is a creditor against similar liabilities, whether or not the Company has the power to indemnify any such Person against such liabilities.

ARTICLE XI

ACCOUNTING; RECORDS AND REPORTS

SECTION 11.01 Fiscal Year. The fiscal year of the Company shall be the calendar year, or such other year as required by the Code.

SECTION 11.02 Keeping of Accounts and Records. At all times the Managers shall cause to be kept proper and complete books of account, in which shall be entered fully and

accurately the transactions of the Company. Such books of account, together with (i) an executed copy of this Agreement (and any amendments hereto); (ii) the Certificate of the Company (and any amendments thereto); (iii) executed copies of any powers of attorney pursuant to which any of the aforesaid documents has been executed; and (iv) financial statements of the Company for each of the prior three years, shall at all times be maintained at the location specified in Section 1.02 hereof.

SECTION 11.03 Inspection Rights. Until the liquidation of the Company has been completed, the Member may examine the Company's books, records, accounts and assets, including bank balances, and may make, or cause to be made, any audit thereof at the Company's expense.

SECTION 11.04 Reports. The Managers shall prepare and transmit to the Member at the Company's expense such financial and other reports as shall be determined from time to time by the Member.

ARTICLE XII

WAIVER AND AMENDMENT

SECTION 12.01 Waiver and Amendment. Except for any waiver or amendment of the provisions of Sections 2.5 and 10.01 through 10.03 hereof which would adversely affect any Manager (or any Affiliate of a Manager), the terms and provisions of this Agreement may be waived, modified, terminated or amended at any time by the sole Member. The sole Member shall not waive or amend any provision of Sections 2.05 or 10.01 through 10.03 hereof in such a manner as would adversely affect any Manager (or any Affiliate of a Manager) without the written consent of such Manager.

ARTICLE XIII

GENERAL PROVISIONS

SECTION 13.01 Notices. Except where otherwise specifically provided in this Agreement, all notices, requests, consents, approvals and statements shall be in writing and shall be deemed to have been properly given by (i) personal delivery, (ii) first class mail, postage prepaid, (iii) electronic facsimile transmission, or (iv) courier service, addressed in each case: if to the Company, at the address where the Company's books and records are maintained as specified in Section 1.02 hereof; if to a Manager, at such Manager's address set forth in Schedule A; and if to the Member, to the Member's address set forth in Schedule A, or, in each case, to such other address or addresses (and/or by e-mail or other manner of delivery) as the addressee may have specified by written notice as aforesaid.

SECTION 13.02 Binding on Successors. This Agreement shall be binding upon and inure to the benefit of the respective heirs, successors, assigns and legal representatives of the parties hereto.

SECTION 13.03 **Counterparts.** This Agreement or any amendment hereto may be signed in any number of counterparts, each of which shall be an original, but all of which taken together shall constitute one agreement (or amendment, as the case may be).

SECTION 13.04 **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware.

SECTION 13.05 **Construction.** Whenever the content of this Agreement permits, the masculine gender shall include the feminine and neuter genders, and reference to singular or plural shall be interchangeable with the other. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the other provisions, and this Agreement shall be construed and reformed in all respects as if any such invalid or unenforceable provision(s) were omitted in order to give effect to the intent and purposes of this Agreement. References in this Agreement to particular sections of the Code or the Delaware Act shall be deemed to refer to such sections or provisions of the Code or the Delaware Act (or any successor legislation) as they may be amended after the date of this Agreement.

ARTICLE XIV

CERTAIN DEFINITIONS

SECTION 14.01 **Certain Definitions**. For purposes of this Agreement, the following terms have the respective meanings set forth below:

"Affiliate" means, with respect to the Person to which it refers, a Person that either (i) directly or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with, such Person or (ii) is the successor or assign to such Person.

"Agreement" means this Limited Liability Company Agreement, as it may be subsequently amended or restated in accordance with its terms.

"Capital Contribution" means the aggregate amount of cash or other property contributed by the Member to the Company pursuant to this Agreement.

"Certificate" means the certificate of formation of the Company and any amendments or restatements thereof as filed with the Delaware Secretary of State under the Delaware Act.

"Code" means the United States Internal Revenue Code of 1986 and the rules and regulations promulgated thereunder, as amended from time to time, or any successor statute thereto.

"Delaware Act" means the Delaware Limited Liability Company Act, as amended from time to time.

"Distributable Cash" means all cash of the Company that the Managers determine is available for distribution to the Member after the payment or provision for payment by the Company of all expenses incurred by the Company and in collecting any amounts then owed to the Company and so attributable.

“Indemnitee” shall have the meaning set forth in Section 10.01.

“Majority of the Managers” means (i) at least four of the Managers if there are then six Managers, (ii) at least three of the Managers if there are then five or four Managers, (iii) at least two of the Managers if there are then three Managers, and (ii) both of the Managers if there are then only two Managers.

“Manager” means each of the Persons then serving as a Manager of the Company in accordance to Section 2.01 hereof, in his capacity as a Manager of the Company.

“Member” means Clean Harbors, Inc., a Massachusetts corporation.

“Net Profit” or “Net Loss” means, with respect to any fiscal year, the sum of the Company’s: (a) net profit or loss as determined in accordance with the Code and the Regulations thereunder, and (b) any income exempt from federal income tax, after deduction of all expenses properly chargeable to the Company for such fiscal year (whether deductible or non-deductible and whether described in Section 705(a)(2)(B) of the Code, treated as so described pursuant to Treasury Regulations Section 1.704-1(b)(2)(iv)(i), or otherwise). For this purpose, Net Profit or Net Loss shall be determined in accordance with tax accounting principles rather than generally accepted accounting principles, and any expenses required to be capitalized and included in the Company’s adjusted tax basis in any asset or which reduce the amount realized by the Company on the disposition of any asset shall be disregarded.

“Officers” means the President, the Executive Vice President, any other Vice President, the Treasurer, the Secretary, and any such other officers of the Company as shall be elected by a Majority of the Managers or the sole Member in accordance with Section 2.02(a) hereof.

“Person” means any individual, general partnership, limited partnership, limited liability company, corporation, joint venture, trust, business trust, cooperative or association and the heirs, executors, administrators, legal representative, successors and assigns of such Person where the context so admits.

“Treasury Regulations” mean the Regulations promulgated by the United States Department of the Treasury under the Code, as amended.

IN WITNESS WHEREOF, the undersigned have executed this Limited Liability Company Agreement as of the effective date first above written.

MANAGERS:

/s/ Eric W. Gerstenberg
Eric W. Gerstenberg

/s/ James M. Rutledge
James M. Rutledge

/s/ William J. Geary
William J. Geary

MEMBER:

CLEAN HARBORS, INC.

By: /s/ James M. Rutledge
James M. Rutledge
Executive Vice President

CLEAN HARBORS RECYCLING SERVICES OF OHIO, LLC

SCHEDULE A

Name and Address

Managers:

Eric W. Gerstenberg
c/o Clean Harbors, Inc.
42 Longwater Drive
P.O. Box 9149
Norwell, MA 02061-9149

James M. Rutledge
c/o Clean Harbors, Inc.
42 Longwater Drive
P.O. Box 9149
Norwell, MA 02061-9149

William J. Geary
c/o Clean Harbors, Inc.
42 Longwater Drive
P.O. Box 9149
Norwell, MA 02061-9149

Sole Member:

Clean Harbors, Inc.
42 Longwater Drive
P.O. Box 9149
Norwell, MA 02061-9149

Exhibit 3.47

Clean Harbors Reidsville, LLC

CERTIFICATE OF FORMATION

Pursuant to the provisions of Section 18-201 of the Limited Liability Company Act of the State of Delaware (the "Act"), the undersigned, being duly authorized, hereby certifies and states as follows:

1. Name of the Limited Liability Company. The name of the limited liability company formed hereby is Clean Harbors Reidsville, LLC (the "LLC").

2. Registered Agent and Office of the LLC. The name of the registered agent of the LLC in the State of Delaware is Capitol Corporate Services, Inc. and the registered office address of the registered agent for the purposes of Section 18-104 of the Act is 32 Loockerman Square, Suite 109, Dover, Kent County, Delaware 19901.

IN WITNESS WHEREOF, the undersigned hereby affirms that the facts stated herein are true, this 30th day of April, 2002.

/s/ C. Michael Malm
C. Michael Malm, Authorized Person

CLEAN HARBORS REIDSVILLE, LLC

LIMITED LIABILITY COMPANY AGREEMENT

LIMITED LIABILITY COMPANY AGREEMENT effective as of May 1, 2002, by and among Eric W. Gerstenberg, Gene A. Cookson, Stephen H. Moynihan, Roger A. Koenecke, Carl Paschetag, and William J. Geary, as Managers; and Clean Harbors Disposal Services, Inc., a Delaware corporation, as the sole Member. Certain capitalized terms used herein have the respective meanings set forth in Section 14.01 hereof.

ARTICLE I
CAPITAL CORPORATE SERVICES, INC.,
ORGANIZATION

SECTION 1.01 Formation of the Company. Clean Harbors Reidsville, LLC (the "Company") has been formed as a limited liability company under the Delaware Limited Liability Company Act *(6 Del. C § 18-101, et seq.)*, as amended from time to time (the "Delaware Act"), through the filing of the Certificate with the Delaware Secretary of State on the effective date of this Agreement. The parties hereto agree to conduct the business of the Company in accordance with the provisions of the Act and of this Agreement.

SECTION 1.02 Name, Registered Office, and Maintenance of Books and Records. The name of the Company is "Clean Harbors Reidsville, LLC." The initial address of the Company's registered office in Delaware is 32 Lookerman Square, Suite 109, Dover, Dent County, Delaware 19901, and its initial agent at such address for service of process is Capitol Corporate Services, Inc. The Company's books and records shall be maintained at c/o Clean Harbors, Inc., 1501 Washington Street, Braintree, Massachusetts 02184. A Majority of the Managers may change the location at which the Company's books and records shall be maintained to such other location within the United States as such Managers may determine at any time, upon written notice to the Member stating such new location. A Majority of the Managers may also change the Company's registered agent from time to time in their sole discretion.

SECTION 1.03 Purposes. The purposes and objectives of the Company are to own, lease, manage and/or operate a licensed hazardous waste facility, to provide environmental services, and to engage in any other lawful activities allowed to be conducted by a limited liability company.

SECTION 1.04 Powers. Subject to the terms of this Agreement, and consistent with the purposes stated in Section 1.03 hereof, the Company shall have the following powers: (i) to enter into all agreements and engage in all activities and transactions necessary or advisable to carry out the Company's purposes; and (ii) to have all other powers available to it as a limited liability company organized under the laws of the State of Delaware. Without limitation of the foregoing, the Company shall have the powers: to acquire and dispose of assets and other property; to act as a general partner, limited partner, manager and/or member of any other Person; negotiate, enter into, and modify agreements including, without limitation, partnership

agreements, limited liability company agreements, and leases or subleases of any real estate or personal property; to incur obligations for and in connection with its business; to borrow money and provide guarantees for the obligations of other Persons and, if required by any lender, as security therefor to mortgage, pledge and grant security interests in all or any part of the assets and other property owned by the Company; to repay, in whole or in part, refinance, consolidate, recast, increase, modify or extend any loans which may affect any of the assets and other property owned by the Company; and to execute any and all other documents and instruments and exercise all powers necessary or appropriate to carry out the business of the Company.

ARTICLE II

CONDUCT AND MANAGEMENT OF THE LLC

SECTION 2.01 Managers. Except as otherwise provided in this Agreement for actions which require or permit approval by the sole Member, the business of the Company shall be under the control of the Managers. The names and current addresses of the initial Managers are as described in Schedule A hereto. One or more substitute or additional Managers may be elected at any time in the future by the sole Member. Each of the original Managers and any such substitute or additional Managers shall serve as a Manager until either (i) his voluntary resignation as a Manager, or (ii) his removal as a Manager with or without cause at any time by a Majority of the Managers or the sole Member. The Managers shall not be required to make any Capital Contributions to the Company.

SECTION 2.02 Officers.

(a) In order to facilitate the day-to-day operation of the Company's business, the Company shall have the following Officers: a President, Senior Vice Presidents, a Treasurer and a Secretary, and any such additional Officers as a Majority of the Managers may from time to time deem appropriate. The President shall be a Manager, but none of the other Officers need be a Manager. Unless otherwise determined from time to time by a Majority of the Managers or by the sole Member, Eric W. Gerstenberg shall be the President, Steven H. Moynihan shall be a Senior Vice President and an Assistant Treasurer, Roger Koenecke shall be a Senior Vice President, Carl Paschetag shall be the Treasurer, William J. Geary shall be a Vice President and the Assistant Secretary, and C. Michael Malm shall be Secretary. Unless otherwise determined from time to time by a Majority of the Managers or the sole Member, the President shall be the chief executive officer of the LLC, the Treasurer shall be responsible for maintaining the funds and financial books and records of the LLC, and the Secretary shall be responsible for maintaining the records of actions (whether by written consent or meeting) of the Managers and of the sole Member and the other non-financial records of the LLC. Each of the Officers of the LLC may be removed (and his successors elected) at any time by a Majority of the Managers or the sole Member.

(b) Except as may otherwise be determined from time to time by a Majority of the Managers or the sole Member, the Managers hereby delegate to the President and any Senior Vice President then in office full authority to act on behalf of the LLC. Except as may otherwise be determined from time to time by a Majority of the Managers or the sole Member, each of the President and Senior Vice Presidents shall have, without further approval or consent of any of

the other Managers or the sole Member, full authority: to acquire and dispose of assets and other property on behalf of the LLC; to negotiate, enter into, execute or modify agreements on behalf of the LLC including, without limitation, partnership agreements, limited liability company agreements, and leases or subleases of any real estate or personal property; to incur obligations for and on behalf of the LLC for and in connection with its business; to borrow money and provide guarantees for the obligations of other Persons and, if required by any lender, as security therefor to mortgage, pledge and grant security interests in all or any part of the assets and other property owned by the Company; to repay, in whole or in part, refinance, consolidate, recast, increase, modify or extend any loans which may affect any of the assets and other property owned by the Company; and to execute any and all other documents and instruments and exercise all powers necessary or appropriate to carry out the business of the Company.

SECTION 2.03 Authorization.

(a) Every contract, agreement, and other instrument executed on behalf of the Company by any Manager, the President or any Senior Vice President, or by another Officer of the Company, if such execution is authorized by a Majority of the Managers, shall be conclusive evidence in favor of every person or entity relying thereon or claiming thereunder that at the time of the delivery thereof (i) the Company was in existence, (ii) this Agreement had not been terminated or canceled or amended in any manner so as to restrict such authority (except as shown in the Certificate or other instrument duly filed with the Secretary of State of the State of Delaware), and (iii) the execution and delivery of such instrument were duly authorized by the Managers and/or the sole Member to the extent required.

(b) Any person or entity dealing with the Company may always rely on a certificate signed by any Manager, the President, any Senior Vice President, the Secretary or an Assistant Secretary:

(i) as to who are the Managers, the Officers or the Member of the Company,

(ii) as to the existence or nonexistence of any fact or facts which (A) constitute conditions precedent to acts by the Company, or (B) are in any other manner germane to the affairs of the Company,

(iii) as to who is authorized to execute and deliver any instrument or document on behalf of the Company,

(iv) as to the authenticity of any copy of this Agreement and amendments thereto, or

(v) as to any act or failure to act by the Company, or as to any other matter whatsoever involving the Company or any Manager or Officer or Member of the Company.

SECTION 2.04 Actions by Managers or the Sole Member. Approval of any action by the Company which under the terms of this Agreement requires approval by a Majority of the Managers may be granted either by a written consent signed by a Majority of the Managers or by an affirmative vote of a Majority of the Managers at a meeting held for such purpose either with or without prior notice. Any Manager may participate in any such meeting by telephone if all

Managers participating in any such meeting shall be able to hear the other participating Managers. The participation of a Majority of the Managers shall constitute a quorum for all purposes. If any action is approved by a Majority of the Managers but any Manager shall not sign any written consent by which, or shall not participate in any meeting at which, such approval was granted, the Secretary of the Company shall promptly provide to such Manager following the date of such written consent or meeting a copy of such written consent or minutes of such meeting. Any action taken by the sole Member under the terms of this Agreement shall be by written consent of the sole Member.

SECTION 2.05 **Duty of Care.** The sole Member acknowledges that decisions concerning the Company's activities will involve the exercise of judgment and a risk of loss. The Managers, the Officers and their Affiliates shall not be liable to the Company or the Member for any loss suffered by the Company or the Member which arises out of any action or omission of a Manager, an Officer or any Affiliate of a Manager or an Officer, provided that (i) such Manager, Officer or Affiliate determined, in good faith, that such course of conduct was in, or not opposed to, the best interest of the Company or was otherwise permitted by this Agreement, and (ii) such course of conduct did not constitute gross negligence or willful malfeasance, a material breach of this Agreement, or an intentional violation of federal or state law by such Manager, Officer or Affiliate. The Managers, the Officers, and their Affiliates shall not be liable for the negligence, whether of omission or commission, dishonesty or bad faith of any employee, broker or other agent of the Company selected by the Managers or the Officers with reasonable care. Furthermore, the Managers, the Officers, and their Affiliates shall be entitled to indemnification by the Company to the extent provided in Article X hereof.

ARTICLE III

MEMBER

SECTION 3.01 **Name, Address, and Capital Contribution**. The name and current address of the sole Member are as described in Schedule A hereto. On and after the date of this Agreement, the Member shall make to the Company either in cash or in other tangible or intangible property such Capital Contributions as shall be determined by the Member. The Treasurer shall record the Member's Capital Contributions on the financial records of the Company.

SECTION 3.02 **Limited Liability.** In accordance with the Delaware Act, the liability of the Member to the Company and its creditors shall be limited to (i) any unpaid Capital Contribution which the Member has agreed to make to the Company; (ii) the amount of any distribution previously received from the Company which the Member may be required to return to the Company pursuant to Section 18-607(b) of the Delaware Act; and (iii) the unpaid balance of any other payments (if any) that the Member expressly is required, pursuant to this Agreement, to make to the Company.

SECTION 3.03 **No Control of Company**. Except as otherwise provided in this Agreement, the Member, in its capacity as such, shall not take part in the management or control of the affairs of the Company, or undertake any transactions on behalf of the Company, or have any power to sign for or otherwise to bind the Company.

SECTION 3.04 **Dissolution, Liquidation or Bankruptcy.** The dissolution, liquidation or bankruptcy of the Member shall not result in the termination of the Company, but the rights of the Member under this Agreement shall accrue to the Member's successors, estate or legal representatives. Except as expressly provided in this Agreement, no other event affecting the Member (including but not limited to insolvency) shall affect this Agreement.

ARTICLE IV

EXPENSES AND COMPENSATION

SECTION 4.01 **No Management Fee.** The Company shall not be obligated to pay to the Managers (or any Affiliate of the Managers) any management fee or similar compensation. However, the Managers shall be entitled to receive compensation from the Member and its Affiliates in the Managers' respective capacities as officers and employees of the Member and its Affiliates.

SECTION 4.02 **Expenses.** The Company shall be responsible for the payment from its own funds of all of the Company's expenses.

ARTICLE V

DISTRIBUTIONS

SECTION 5.01 **Amount, Timing and Form.** The Managers shall determine in their discretion the amount, timing and form of all distributions of Distributable Cash to be made by the Company to the sole Member.

ARTICLE VI

TAX ALLOCATIONS

SECTION 6.01 **Allocations of Net Profit or Net Loss.** As described in Articles II, III and V above, the sole Member shall be responsible for all Capital Contributions to the Company, and the Company shall make all distributions to the Member. All distributions of Net Profit or Net Loss by the Company will accordingly be made to the Member. The Company shall therefore be treated for U.S. federal income tax purposes as a "disregarded entity" of which all of the beneficial interests are held by the sole Member.

ARTICLE VII

DURATION OF THE COMPANY

SECTION 7.01 **Term of Company.** The term of the Company commenced on the filing of the Certificate with the Delaware Secretary of State and shall continue until the date on which the Company is dissolved as provided in Sections 7.02 or 7.03 or by operation of law.

SECTION 7.02 **Dissolution Upon Sale of Assets**. The Company shall be dissolved in the event of the sale or distribution by the Company of all or substantially all of the assets of the Company.

SECTION 7.03 **Dissolution by Written Consent of Member.** The sole Member may dissolve the Company at any time by written consent executed by the Member and a copy of which shall be provided to the Managers.

ARTICLE VIII

LIQUIDATION OF THE COMPANY

SECTION 8.01 **General Provisions.** Following the dissolution of the Company in accordance with Article VII hereof, the Company's assets shall be liquidated in an orderly manner. The Managers (or, at the Managers' election, another Person selected by a Majority of the Managers) shall be the liquidator to wind up the affairs of the Company pursuant to this Agreement.

SECTION 8.02 **Liquidating Distributions.** The liquidator shall pay or provide for the satisfaction of the Company's liabilities and obligations to creditors. Any Net Profit or Net Loss realized in connection with the liquidation of the Company shall be allocated to the Member pursuant to Article VI hereof, and the remaining assets of the Company shall then be distributed to the Member. In performing its duties, the liquidator is authorized to sell, exchange or otherwise dispose of the assets of the Company in such reasonable manner as the liquidator shall determine to be in the best interest of the Company and the Member.

SECTION 8.03 **Expenses of Liquidator.** The expenses incurred by the liquidator in connection with winding up the Company, and all other losses or liabilities of the Company incurred in accordance with the terms of this Agreement, shall be borne by the Company.

SECTION 8.04 **Duration of Liquidation.** A reasonable time shall be allowed for the winding up of the affairs of the Company in order to minimize any losses otherwise associated with such a winding up.

SECTION 8.05 **Duty of Care.** The liquidator shall not be liable to the Company or the Member for any loss attributable to any act or omission of the liquidator in good faith and in a manner such liquidator reasonably believed to be in, or not opposed to, the best interests of the Company in connection with the liquidation of the Company and distribution of its assets and provided that such act or omission did not constitute gross negligence, willful misconduct or a material breach of this Agreement. The liquidator may consult with counsel, investment banking firms, consultants and accountants with respect to liquidating the Company and distributing its assets and may act or omit to act in accordance with the advice of such counsel, investment banking firms, consultants or accountants, provided they shall have been selected with reasonable care.

SECTION 8.06 **No Liability for Return of Capital.** The liquidator(s), the Managers and their respective officers, directors, agents and Affiliates shall not be personally liable for the return of the Capital Contribution of the Member to the Company.

ARTICLE IX

TRANSFER OF INTERESTS

SECTION 9.01 Limitation on Transfer of Rights and Obligations of Managers. The Managers shall not assign, pledge, mortgage, hypothecate, sell or otherwise dispose of or encumber all or any part of their rights or obligations under this Agreement without the prior written consent of the Member.

SECTION 9.02 Transfer of Member Interests. Except as may otherwise be required to comply with applicable federal and state laws, the sole Member shall have the right to transfer all or any part of its interests in the Company by delivery to the Company of an assignment in writing duly executed by the Member.

ARTICLE X

INDEMNIFICATION

SECTION 10.01 General Provisions.

(a) Subject to the limitations set forth below in this Article X, each of the Managers, the Officers, the Affiliates of the Managers and the Officers, and the liquidator (if any), (each such Person being referred to hereafter as an "Indemnitee"), shall be indemnified by the Company (but only out of Company assets, including the proceeds of liability insurance) against any claim, demand, controversy, dispute, cost, loss, damage, expense (including attorneys' fees), judgment and/or liability incurred by or imposed upon the Indemnitee in connection with any action, suit or proceeding (including any proceeding before any administrative or legislative body or agency), to which the Indemnitee shall become a party or shall be threatened to become a party, by reason of the Indemnitee's being at the time the cause of action arose or thereafter, a Manager, an Officer, an Affiliate of a Manager or an Officer,, a liquidator (if any), or a director, officer, member, partner, employee, consultant or other agent of any other organization in which the Company owns an interest, which other organization the Indemnitee serves or has served as director, officer, manager, member, partner, employee, consultant or other agent at the request of the Company (whether or not the Indemnitee continues to serve in such capacity at the time such action, suit or proceeding is brought or threatened). Each Indemnitee may be entitled to such indemnification notwithstanding that the Company has sold, assigned, distributed or otherwise transferred its investment in such other organization prior to the time that such action, suit or proceeding is brought or threatened.

(b) The Indemnitee shall not be indemnified with respect to matters as to which the Indemnitee shall have been finally adjudicated in any such action, suit or proceeding (i) not to have acted in good faith and in the reasonable belief that the Indemnitee's action was in accordance with such Person's obligations to the Company or to have acted with gross negligence or a willful disregard of his duties, or in breach of his fiduciary obligations, or (ii) with respect to any criminal action or proceeding, not to have had cause to believe beyond any reasonable doubt the Indemnitee's conduct was criminal. In the event of settlement of any action, suit or proceeding brought or threatened, the indemnification provided for in this Article X shall

apply to all matters covered by the settlement except for matters as to which the Company is advised by counsel (who may be counsel regularly retained to represent the Company) that the Person seeking indemnification, in the opinion of such counsel, did not act in good faith or acted with gross negligence or a willful disregard of such Person's duties, or in breach of such Person's fiduciary obligations, or, with respect to any criminal action or proceeding, that the Person seeking indemnification had reasonable cause to believe such Person's conduct was criminal.

(c) The right of indemnification provided for in this Article X shall be in addition to any rights to which any Indemnitee may otherwise be entitled and shall inure to the benefit of the executors, administrators, personal representatives, successors or assigns of each such Indemnitee. Such Indemnitee shall first use reasonable efforts to pursue other readily available sources of indemnification before pursuing a claim for indemnification against the Company under this Article X.

SECTION 10.02 Advance Payment of Expenses. The Company shall pay the expenses incurred by an Indemnitee in defending a civil or criminal action, suit or proceeding, or in opposing any claim arising in connection with any potential or threatened civil or criminal action, suit or proceeding, in advance of the final disposition of such action, suit or proceeding, upon receipt of an undertaking by such Indemnitee satisfactory to the Managers to repay such payment if he shall be determined to be not entitled to indemnification therefor as provided herein; provided, however, that in such instance the Indemnitee is not commencing an action, suit, or proceeding against the Company, or defending an action, suit or proceeding commenced against the Indemnitee by the Company, or opposing a claim by the Company arising in connection with any such potential or threatened action, suit or proceeding.

SECTION 10.03 Insurance. At its election, the Managers may cause the Company to purchase and maintain insurance, at the expense of the Company and to the extent available, for the protection of the Managers, the Officers, the Affiliates of the Managers and the Officers, any liquidator, and the directors, officers, employees, consultants or other agents of any such Person, against any liability incurred by any such Person in any such capacity or arising out of his status as such, whether or not the Company has the power to indemnify such Person against such liability. The Managers may also cause the Company to purchase and maintain insurance for the protection of any officer, director, employee, consultant or other agent of any other organization in which the Company owns an interest or of which the Company is a creditor against similar liabilities, whether or not the Company has the power to indemnify any such Person against such liabilities.

ARTICLE XI

ACCOUNTING; RECORDS AND REPORTS

SECTION 11.01 Fiscal Year. The fiscal year of the Company shall be the calendar year, or such other year as required by the Code.

SECTION 11.02 Keeping of Accounts and Records. At all times the Managers shall cause to be kept proper and complete books of account, in which shall be entered fully and

accurately the transactions of the Company. Such books of account, together with (i) an executed copy of this Agreement (and any amendments hereto); (ii) the Certificate of the Company (and any amendments thereto); (iii) executed copies of any powers of attorney pursuant to which any of the aforesaid documents has been executed; and (iv) financial statements of the Company for each of the prior three years, shall at all times be maintained at the location specified in Section 1.02 hereof.

SECTION 11.03 **Inspection Rights.** Until the liquidation of the Company has been completed, the Member may examine the Company's books, records, accounts and assets, including bank balances, and may make, or cause to be made, any audit thereof at the Company's expense.

SECTION 11.04 **Reports.** The Managers shall prepare and transmit to the Member at the Company's expense such financial and other reports as shall be determined from time to time by the Member.

ARTICLE XII

WAIVER AND AMENDMENT

SECTION 12.01 **Waiver and Amendment.** Except for any waiver or amendment of the provisions of Sections 2.5 and 10.01 through 10.03 hereof which would adversely affect any Manager (or any Affiliate of a Manager), the terms and provisions of this Agreement may be waived, modified, terminated or amended at any time by the sole Member. The sole Member shall not waive or amend any provision of Sections 2.05 or 10.01 through 10.03 hereof in such a manner as would adversely affect any Manager (or any Affiliate of a Manager) without the written consent of such Manager.

ARTICLE XIII

GENERAL PROVISIONS

SECTION 13.01 **Notices.** Except where otherwise specifically provided in this Agreement, all notices, requests, consents, approvals and statements shall be in writing and shall be deemed to have been properly given by (i) personal delivery, (ii) first class mail, postage prepaid, (iii) electronic facsimile transmission, or (iv) courier service, addressed in each case: if to the Company, at the address where the Company's books and records are maintained as specified in Section 1.02 hereof; if to a Manager, at such Manager's address set forth in Schedule A; and if to the Member, to the Member's address set forth in Schedule A, or, in each case, to such other address or addresses (and/or by e-mail or other manner of delivery) as the addressee may have specified by written notice as aforesaid.

SECTION 13.02 **Binding on Successors**. This Agreement shall be binding upon and inure to the benefit of the respective heirs, successors, assigns and legal representatives of the parties hereto.

SECTION 13.03 **Counterparts.** This Agreement or any amendment hereto may be signed in any number of counterparts, each of which shall be an original, but all of which taken together shall constitute one agreement (or amendment, as the case may be).

SECTION 13.04 **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware.

SECTION 13.05 **Construction.** Whenever the content of this Agreement permits, the masculine gender shall include the feminine and neuter genders, and reference to singular or plural shall be interchangeable with the other. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the other provisions, and this Agreement shall be construed and reformed in all respects as if any such invalid or unenforceable provision(s) were omitted in order to give effect to the intent and purposes of this Agreement. References in this Agreement to particular sections of the Code or the Delaware Act shall be deemed to refer to such sections or provisions of the Code or the Delaware Act (or any successor legislation) as they may be amended after the date of this Agreement.

ARTICLE XIV

CERTAIN DEFINITIONS

SECTION 14.01 **Certain Definitions**. For purposes of this Agreement, the following terms have the respective meanings set forth below:

"Affiliate" means, with respect to the Person to which it refers, a Person that either (i) directly or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with, such Person or (ii) is the successor or assign to such Person.

"Agreement" means this Limited Liability Company Agreement, as it may be subsequently amended or restated in accordance with its terms.

"Capital Contribution" means the aggregate amount of cash or other property contributed by the Member to the Company pursuant to this Agreement.

"Certificate" means the certificate of formation of the Company and any amendments or restatements thereof as filed with the Delaware Secretary of State under the Delaware Act.

"Code" means the United States Internal Revenue Code of 1986 and the rules and regulations promulgated thereunder, as amended from time to time, or any successor statute thereto.

"Delaware Act" means the Delaware Limited Liability Company Act, as amended from time to time.

"Distributable Cash" means all cash of the Company that the Managers determine is available for distribution to the Member after the payment or provision for payment by the Company of all expenses incurred by the Company and in collecting any amounts then owed to the Company and so attributable.

“Indemnitee” shall have the meaning set forth in Section 10.01.

“Majority of the Managers” means (i) at least four of the Managers if there are then six Managers, (ii) at least three of the Managers if there are then five or four Managers, (iii) at least two of the Managers if there are then three Managers, and (ii) both of the Managers if there are then only two Managers.

“Manager” means each of the Persons then serving as a Manager of the Company in accordance to Section 2.01 hereof, in his capacity as a Manager of the LLC.

“Member” means Clean Harbors Disposal Services, Inc., a Delaware corporation.

“Net Profit” or “Net Loss” means, with respect to any fiscal year, the sum of the Company’s: (a) net profit or loss as determined in accordance with the Code and the Regulations thereunder, and (b) any income exempt from federal income tax, after deduction of all expenses properly chargeable to the Company for such fiscal year (whether deductible or non-deductible and whether described in Section 705(a)(2)(B) of the Code, treated as so described pursuant to Treasury Regulations Section 1.704-1(b)(2)(iv)(i), or otherwise). For this purpose, Net Profit or Net Loss shall be determined in accordance with tax accounting principles rather than generally accepted accounting principles, and any expenses required to be capitalized and included in the Company’s adjusted tax basis in any asset or which reduce the amount realized by the Company on the disposition of any asset shall be disregarded.

“Officers” means the President, the Senior Vice President, the Treasurer, the Secretary, and any such other officers of the Company as shall be elected by a Majority of the Managers or the sole Member in accordance with Section 2.02(a) hereof.

“Person” means any individual, general partnership, limited partnership, limited liability company, corporation, joint venture, trust, business trust, cooperative or association and the heirs, executors, administrators, legal representative, successors and assigns of such Person where the context so admits.

“Treasury Regulations” mean the Regulations promulgated by the United States Department of the Treasury under the Code, as amended.

IN WITNESS WHEREOF, the undersigned have executed this Limited Liability Company Agreement as of the effective date first above written.

MANAGERS:

/s/ Eric W. Gerstenberg
Eric W. Gerstenberg

/s/ Gene A. Cookson
Gene A. Cookson

/s/ Stephen H. Moynihan
Stephen H. Moynihan

/s/ Roger A. Koenecke
Roger A. Koenecke

/s/ Carl Paschetag
Carl Paschetag

/s/ William J. Geary
William J. Geary

MEMBER:

CLEAN HARBORS DISPOSAL SERVICES, INC.

By: /s/ Stephen H. Moynihan
Stephen H. Moynihan
Senior Vice President

CLEAN HARBORS REIDSVILLE, LLC

SCHEDULE A

Name and Address

Managers:

Eric W. Gerstenberg
c/o Clean Harbors, Inc.
1501 Washington Street
Braintree, MA 02184

Gene A. Cookson
c/o Clean Harbors, Inc.
1501 Washington Street
Braintree, MA 02184

Stephen H. Moynihan
c/o Clean Harbors, Inc.
1501 Washington Street
Braintree, MA 02184

Roger A. Koenecke
c/o Clean Harbors, Inc.
1501 Washington Street
Braintree, MA 02184

Carl Paschetag
c/o Clean Harbors, Inc.
1501 Washington Street
Braintree, MA 02184

William J. Geary
c/o Clean Harbors, Inc.
1501 Washington Street
Braintree, MA 02184

Sole Member:

Clean Harbors Disposal Services, Inc.
1501 Washington Street
Braintree, MA 02184

Exhibit 3.48

Clean Harbors San Jose, LLC

CERTIFICATE OF FORMATION

Pursuant to the provisions of Section 18-201 of the Limited Liability Company Act of the State of Delaware (the “Act”), the undersigned, being duly authorized, hereby certifies and states as follows:

1. Name of the Limited Liability Company. The name of the limited liability company formed hereby is Clean Harbors San Jose, LLC (the “LLC”).

2. Registered Agent and Office of the LLC. The name of the registered agent of the LLC in the State of Delaware is Capitol Corporate Services, Inc. and the registered office address of the registered agent for the purposes of Section 18-104 of the Act is 32 Loockerman Square, Suite 109, Dover, Kent County, Delaware 19901.

IN WITNESS WHEREOF, the undersigned hereby affirms that the facts stated herein are true, this 30th day of April, 2002.

/s/ C. Michael Malm
C. Michael Malm, Authorized Person

CLEAN HARBORS SAN JOSE, LLC

LIMITED LIABILITY COMPANY AGREEMENT

LIMITED LIABILITY COMPANY AGREEMENT effective as of May 1, 2002, by and among Eric W. Gerstenberg, Gene A. Cookson, Stephen H. Moynihan, Roger A. Koenecke, Carl Paschetag, and William J. Geary, as Managers; and Clean Harbors, Inc., a Massachusetts corporation, as the sole Member. Certain capitalized terms used herein have the respective meanings set forth in Section 14.01 hereof.

ARTICLE I
CAPITAL CORPORATE SERVICES, INC.,
ORGANIZATION

SECTION 1.01 Formation of the Company. Clean Harbors San Jose, LLC (the “Company”) has been formed as a limited liability company under the Delaware Limited Liability Company Act *(6 Del. C § 18-101, et seq.)*, as amended from time to time (the “Delaware Act”), through the filing of the Certificate with the Delaware Secretary of State on the effective date of this Agreement. The parties hereto agree to conduct the business of the Company in accordance with the provisions of the Act and of this Agreement.

SECTION 1.02 Name, Registered Office, and Maintenance of Books and Records. The name of the Company is “Clean Harbors San Jose, LLC.” The initial address of the Company’s registered office in Delaware is 32 Lookerman Square, Suite 109, Dover, Dent County, Delaware 19901, and its initial agent at such address for service of process is Capitol Corporate Services, Inc. The Company’s books and records shall be maintained at c/o Clean Harbors, Inc., 1501 Washington Street, Braintree, Massachusetts 02184. A Majority of the Managers may change the location at which the Company’s books and records shall be maintained to such other location within the United States as such Managers may determine at any time, upon written notice to the Member stating such new location. A Majority of the Managers may also change the Company’s registered agent from time to time in their sole discretion.

SECTION 1.03 Purposes. The purposes and objectives of the Company are to own, lease, manage and/or operate a licensed hazardous waste facility, to provide environmental services, and to engage in any other lawful activities allowed to be conducted by a limited liability company.

SECTION 1.04 Powers. Subject to the terms of this Agreement, and consistent with the purposes stated in Section 1.03 hereof, the Company shall have the following powers: (i) to enter into all agreements and engage in all activities and transactions necessary or advisable to carry out the Company’s purposes; and (ii) to have all other powers available to it as a limited liability company organized under the laws of the State of Delaware. Without limitation of the foregoing, the Company shall have the powers: to acquire and dispose of assets and other property; to act as a general partner, limited partner, manager and/or member of any other Person; negotiate, enter into, and modify agreements including, without limitation, partnership

agreements, limited liability company agreements, and leases or subleases of any real estate or personal property; to incur obligations for and in connection with its business; to borrow money and provide guarantees for the obligations of other Persons and, if required by any lender, as security therefor to mortgage, pledge and grant security interests in all or any part of the assets and other property owned by the Company; to repay, in whole or in part, refinance, consolidate, recast, increase, modify or extend any loans which may affect any of the assets and other property owned by the Company; and to execute any and all other documents and instruments and exercise all powers necessary or appropriate to carry out the business of the Company.

ARTICLE II

CONDUCT AND MANAGEMENT OF THE LLC

SECTION 2.01 Managers. Except as otherwise provided in this Agreement for actions which require or permit approval by the sole Member, the business of the Company shall be under the control of the Managers. The names and current addresses of the initial Managers are as described in Schedule A hereto. One or more substitute or additional Managers may be elected at any time in the future by the sole Member. Each of the original Managers and any such substitute or additional Managers shall serve as a Manager until either (i) his voluntary resignation as a Manager, or (ii) his removal as a Manager with or without cause at any time by a Majority of the Managers or the sole Member. The Managers shall not be required to make any Capital Contributions to the Company.

SECTION 2.02 Officers.

(a) In order to facilitate the day-to-day operation of the Company's business, the Company shall have the following Officers: a President, Senior Vice Presidents, a Treasurer and a Secretary, and any such additional Officers as a Majority of the Managers may from time to time deem appropriate. The President shall be a Manager, but none of the other Officers need be a Manager. Unless otherwise determined from time to time by a Majority of the Managers or by the sole Member, Eric W. Gerstenberg shall be the President, Steven H. Moynihan shall be a Senior Vice President and an Assistant Treasurer, Roger Koenecke shall be a Senior Vice President, Carl Paschetag shall be the Treasurer, William J. Geary shall be a Vice President and the Assistant Secretary, and C. Michael Malm shall be Secretary. Unless otherwise determined from time to time by a Majority of the Managers or the sole Member, the President shall be the chief executive officer of the LLC, the Treasurer shall be responsible for maintaining the funds and financial books and records of the LLC, and the Secretary shall be responsible for maintaining the records of actions (whether by written consent or meeting) of the Managers and of the sole Member and the other non-financial records of the LLC. Each of the Officers of the LLC may be removed (and his successors elected) at any time by a Majority of the Managers or the sole Member.

(b) Except as may otherwise be determined from time to time by a Majority of the Managers or the sole Member, the Managers hereby delegate to the President and any Senior Vice President then in office full authority to act on behalf of the LLC. Except as may otherwise be determined from time to time by a Majority of the Managers or the sole Member, each of the President and Senior Vice Presidents shall have, without further approval or consent of any of

the other Managers or the sole Member, full authority: to acquire and dispose of assets and other property on behalf of the LLC; to negotiate, enter into, execute or modify agreements on behalf of the LLC including, without limitation, partnership agreements, limited liability company agreements, and leases or subleases of any real estate or personal property; to incur obligations for and on behalf of the LLC for and in connection with its business; to borrow money and provide guarantees for the obligations of other Persons and, if required by any lender, as security therefor to mortgage, pledge and grant security interests in all or any part of the assets and other property owned by the Company; to repay, in whole or in part, refinance, consolidate, recast, increase, modify or extend any loans which may affect any of the assets and other property owned by the Company; and to execute any and all other documents and instruments and exercise all powers necessary or appropriate to carry out the business of the Company.

SECTION 2.03 Authorization.

(a) Every contract, agreement, and other instrument executed on behalf of the Company by any Manager, the President or any Senior Vice President, or by another Officer of the Company, if such execution is authorized by a Majority of the Managers, shall be conclusive evidence in favor of every person or entity relying thereon or claiming thereunder that at the time of the delivery thereof (i) the Company was in existence, (ii) this Agreement had not been terminated or canceled or amended in any manner so as to restrict such authority (except as shown in the Certificate or other instrument duly filed with the Secretary of State of the State of Delaware), and (iii) the execution and delivery of such instrument were duly authorized by the Managers and/or the sole Member to the extent required.

(b) Any person or entity dealing with the Company may always rely on a certificate signed by any Manager, the President, any Senior Vice President, the Secretary or an Assistant Secretary:

(i) as to who are the Managers, the Officers or the Member of the Company,

(ii) as to the existence or nonexistence of any fact or facts which (A) constitute conditions precedent to acts by the Company, or (B) are in any other manner germane to the affairs of the Company,

(iii) as to who is authorized to execute and deliver any instrument or document on behalf of the Company,

(iv) as to the authenticity of any copy of this Agreement and amendments thereto, or

(v) as to any act or failure to act by the Company, or as to any other matter whatsoever involving the Company or any Manager or Officer or Member of the Company.

SECTION 2.04 Actions by Managers or the Sole Member. Approval of any action by the Company which under the terms of this Agreement requires approval by a Majority of the Managers may be granted either by a written consent signed by a Majority of the Managers or by an affirmative vote of a Majority of the Managers at a meeting held for such purpose either with or without prior notice. Any Manager may participate in any such meeting by telephone if all

Managers participating in any such meeting shall be able to hear the other participating Managers. The participation of a Majority of the Managers shall constitute a quorum for all purposes. If any action is approved by a Majority of the Managers but any Manager shall not sign any written consent by which, or shall not participate in any meeting at which, such approval was granted, the Secretary of the Company shall promptly provide to such Manager following the date of such written consent or meeting a copy of such written consent or minutes of such meeting. Any action taken by the sole Member under the terms of this Agreement shall be by written consent of the sole Member.

SECTION 2.05 **Duty of Care.** The sole Member acknowledges that decisions concerning the Company's activities will involve the exercise of judgment and a risk of loss. The Managers, the Officers and their Affiliates shall not be liable to the Company or the Member for any loss suffered by the Company or the Member which arises out of any action or omission of a Manager, an Officer or any Affiliate of a Manager or an Officer, provided that (i) such Manager, Officer or Affiliate determined, in good faith, that such course of conduct was in, or not opposed to, the best interest of the Company or was otherwise permitted by this Agreement, and (ii) such course of conduct did not constitute gross negligence or willful malfeasance, a material breach of this Agreement, or an intentional violation of federal or state law by such Manager, Officer or Affiliate. The Managers, the Officers, and their Affiliates shall not be liable for the negligence, whether of omission or commission, dishonesty or bad faith of any employee, broker or other agent of the Company selected by the Managers or the Officers with reasonable care. Furthermore, the Managers, the Officers, and their Affiliates shall be entitled to indemnification by the Company to the extent provided in Article X hereof.

ARTICLE III

MEMBER

SECTION 3.01 **Name, Address, and Capital Contribution**. The name and current address of the sole Member are as described in Schedule A hereto. On and after the date of this Agreement, the Member shall make to the Company either in cash or in other tangible or intangible property such Capital Contributions as shall be determined by the Member. The Treasurer shall record the Member's Capital Contributions on the financial records of the Company.

SECTION 3.02 **Limited Liability.** In accordance with the Delaware Act, the liability of the Member to the Company and its creditors shall be limited to (i) any unpaid Capital Contribution which the Member has agreed to make to the Company; (ii) the amount of any distribution previously received from the Company which the Member may be required to return to the Company pursuant to Section 18-607(b) of the Delaware Act; and (iii) the unpaid balance of any other payments (if any) that the Member expressly is required, pursuant to this Agreement, to make to the Company.

SECTION 3.03 **No Control of Company**. Except as otherwise provided in this Agreement, the Member, in its capacity as such, shall not take part in the management or control of the affairs of the Company, or undertake any transactions on behalf of the Company, or have any power to sign for or otherwise to bind the Company.

SECTION 3.04 **Dissolution, Liquidation or Bankruptcy.** The dissolution, liquidation or bankruptcy of the Member shall not result in the termination of the Company, but the rights of the Member under this Agreement shall accrue to the Member's successors, estate or legal representatives. Except as expressly provided in this Agreement, no other event affecting the Member (including but not limited to insolvency) shall affect this Agreement.

ARTICLE IV

EXPENSES AND COMPENSATION

SECTION 4.01 **No Management Fee.** The Company shall not be obligated to pay to the Managers (or any Affiliate of the Managers) any management fee or similar compensation. However, the Managers shall be entitled to receive compensation from the Member and its Affiliates in the Managers' respective capacities as officers and employees of the Member and its Affiliates.

SECTION 4.02 **Expenses.** The Company shall be responsible for the payment from its own funds of all of the Company's expenses.

ARTICLE V

DISTRIBUTIONS

SECTION 5.01 **Amount, Timing and Form.** The Managers shall determine in their discretion the amount, timing and form of all distributions of Distributable Cash to be made by the Company to the sole Member.

ARTICLE VI

TAX ALLOCATIONS

SECTION 6.01 **Allocations of Net Profit or Net Loss.** As described in Articles II, III and V above, the sole Member shall be responsible for all Capital Contributions to the Company, and the Company shall make all distributions to the Member. All distributions of Net Profit or Net Loss by the Company will accordingly be made to the Member. The Company shall therefore be treated for U.S. federal income tax purposes as a "disregarded entity" of which all of the beneficial interests are held by the sole Member.

ARTICLE VII

DURATION OF THE COMPANY

SECTION 7.01 **Term of Company.** The term of the Company commenced on the filing of the Certificate with the Delaware Secretary of State and shall continue until the date on which the Company is dissolved as provided in Sections 7.02 or 7.03 or by operation of law.

SECTION 7.02 **Dissolution Upon Sale of Assets**. The Company shall be dissolved in the event of the sale or distribution by the Company of all or substantially all of the assets of the Company.

SECTION 7.03 **Dissolution by Written Consent of Member.** The sole Member may dissolve the Company at any time by written consent executed by the Member and a copy of which shall be provided to the Managers.

ARTICLE VIII

LIQUIDATION OF THE COMPANY

SECTION 8.01 **General Provisions.** Following the dissolution of the Company in accordance with Article VII hereof, the Company's assets shall be liquidated in an orderly manner. The Managers (or, at the Managers' election, another Person selected by a Majority of the Managers) shall be the liquidator to wind up the affairs of the Company pursuant to this Agreement.

SECTION 8.02 **Liquidating Distributions.** The liquidator shall pay or provide for the satisfaction of the Company's liabilities and obligations to creditors. Any Net Profit or Net Loss realized in connection with the liquidation of the Company shall be allocated to the Member pursuant to Article VI hereof, and the remaining assets of the Company shall then be distributed to the Member. In performing its duties, the liquidator is authorized to sell, exchange or otherwise dispose of the assets of the Company in such reasonable manner as the liquidator shall determine to be in the best interest of the Company and the Member.

SECTION 8.03 **Expenses of Liquidator.** The expenses incurred by the liquidator in connection with winding up the Company, and all other losses or liabilities of the Company incurred in accordance with the terms of this Agreement, shall be borne by the Company.

SECTION 8.04 **Duration of Liquidation.** A reasonable time shall be allowed for the winding up of the affairs of the Company in order to minimize any losses otherwise associated with such a winding up.

SECTION 8.05 **Duty of Care.** The liquidator shall not be liable to the Company or the Member for any loss attributable to any act or omission of the liquidator in good faith and in a manner such liquidator reasonably believed to be in, or not opposed to, the best interests of the Company in connection with the liquidation of the Company and distribution of its assets and provided that such act or omission did not constitute gross negligence, willful misconduct or a material breach of this Agreement. The liquidator may consult with counsel, investment banking firms, consultants and accountants with respect to liquidating the Company and distributing its assets and may act or omit to act in accordance with the advice of such counsel, investment banking firms, consultants or accountants, provided they shall have been selected with reasonable care.

SECTION 8.06 **No Liability for Return of Capital.** The liquidator(s), the Managers and their respective officers, directors, agents and Affiliates shall not be personally liable for the return of the Capital Contribution of the Member to the Company.

ARTICLE IX

TRANSFER OF INTERESTS

SECTION 9.01 Limitation on Transfer of Rights and Obligations of Managers. The Managers shall not assign, pledge, mortgage, hypothecate, sell or otherwise dispose of or encumber all or any part of their rights or obligations under this Agreement without the prior written consent of the Member.

SECTION 9.02 Transfer of Member Interests. Except as may otherwise be required to comply with applicable federal and state laws, the sole Member shall have the right to transfer all or any part of its interests in the Company by delivery to the Company of an assignment in writing duly executed by the Member.

ARTICLE X

INDEMNIFICATION

SECTION 10.01 General Provisions.

(a) Subject to the limitations set forth below in this Article X, each of the Managers, the Officers, the Affiliates of the Managers and the Officers, and the liquidator (if any), (each such Person being referred to hereafter as an "Indemnitee"), shall be indemnified by the Company (but only out of Company assets, including the proceeds of liability insurance) against any claim, demand, controversy, dispute, cost, loss, damage, expense (including attorneys' fees), judgment and/or liability incurred by or imposed upon the Indemnitee in connection with any action, suit or proceeding (including any proceeding before any administrative or legislative body or agency), to which the Indemnitee shall become a party or shall be threatened to become a party, by reason of the Indemnitee's being at the time the cause of action arose or thereafter, a Manager, an Officer, an Affiliate of a Manager or an Officer,, a liquidator (if any), or a director, officer, member, partner, employee, consultant or other agent of any other organization in which the Company owns an interest, which other organization the Indemnitee serves or has served as director, officer, manager, member, partner, employee, consultant or other agent at the request of the Company (whether or not the Indemnitee continues to serve in such capacity at the time such action, suit or proceeding is brought or threatened). Each Indemnitee may be entitled to such indemnification notwithstanding that the Company has sold, assigned, distributed or otherwise transferred its investment in such other organization prior to the time that such action, suit or proceeding is brought or threatened.

(b) The Indemnitee shall not be indemnified with respect to matters as to which the Indemnitee shall have been finally adjudicated in any such action, suit or proceeding (i) not to have acted in good faith and in the reasonable belief that the Indemnitee's action was in accordance with such Person's obligations to the Company or to have acted with gross negligence or a willful disregard of his duties, or in breach of his fiduciary obligations, or (ii) with respect to any criminal action or proceeding, not to have had cause to believe beyond any reasonable doubt the Indemnitee's conduct was criminal. In the event of settlement of any action, suit or proceeding brought or threatened, the indemnification provided for in this Article X shall

apply to all matters covered by the settlement except for matters as to which the Company is advised by counsel (who may be counsel regularly retained to represent the Company) that the Person seeking indemnification, in the opinion of such counsel, did not act in good faith or acted with gross negligence or a willful disregard of such Person's duties, or in breach of such Person's fiduciary obligations, or, with respect to any criminal action or proceeding, that the Person seeking indemnification had reasonable cause to believe such Person's conduct was criminal.

(c) The right of indemnification provided for in this Article X shall be in addition to any rights to which any Indemnitee may otherwise be entitled and shall inure to the benefit of the executors, administrators, personal representatives, successors or assigns of each such Indemnitee. Such Indemnitee shall first use reasonable efforts to pursue other readily available sources of indemnification before pursuing a claim for indemnification against the Company under this Article X.

SECTION 10.02 Advance Payment of Expenses. The Company shall pay the expenses incurred by an Indemnitee in defending a civil or criminal action, suit or proceeding, or in opposing any claim arising in connection with any potential or threatened civil or criminal action, suit or proceeding, in advance of the final disposition of such action, suit or proceeding, upon receipt of an undertaking by such Indemnitee satisfactory to the Managers to repay such payment if he shall be determined to be not entitled to indemnification therefor as provided herein; provided, however, that in such instance the Indemnitee is not commencing an action, suit, or proceeding against the Company, or defending an action, suit or proceeding commenced against the Indemnitee by the Company, or opposing a claim by the Company arising in connection with any such potential or threatened action, suit or proceeding.

SECTION 10.03 Insurance. At its election, the Managers may cause the Company to purchase and maintain insurance, at the expense of the Company and to the extent available, for the protection of the Managers, the Officers, the Affiliates of the Managers and the Officers, any liquidator, and the directors, officers, employees, consultants or other agents of any such Person, against any liability incurred by any such Person in any such capacity or arising out of his status as such, whether or not the Company has the power to indemnify such Person against such liability. The Managers may also cause the Company to purchase and maintain insurance for the protection of any officer, director, employee, consultant or other agent of any other organization in which the Company owns an interest or of which the Company is a creditor against similar liabilities, whether or not the Company has the power to indemnify any such Person against such liabilities.

ARTICLE XI

ACCOUNTING; RECORDS AND REPORTS

SECTION 11.01 Fiscal Year. The fiscal year of the Company shall be the calendar year, or such other year as required by the Code.

SECTION 11.02 Keeping of Accounts and Records. At all times the Managers shall cause to be kept proper and complete books of account, in which shall be entered fully and

accurately the transactions of the Company. Such books of account, together with (i) an executed copy of this Agreement (and any amendments hereto); (ii) the Certificate of the Company (and any amendments thereto); (iii) executed copies of any powers of attorney pursuant to which any of the aforesaid documents has been executed; and (iv) financial statements of the Company for each of the prior three years, shall at all times be maintained at the location specified in Section 1.02 hereof.

SECTION 11.03 **Inspection Rights.** Until the liquidation of the Company has been completed, the Member may examine the Company's books, records, accounts and assets, including bank balances, and may make, or cause to be made, any audit thereof at the Company's expense.

SECTION 11.04 **Reports.** The Managers shall prepare and transmit to the Member at the Company's expense such financial and other reports as shall be determined from time to time by the Member.

ARTICLE XII

WAIVER AND AMENDMENT

SECTION 12.01 **Waiver and Amendment.** Except for any waiver or amendment of the provisions of Sections 2.5 and 10.01 through 10.03 hereof which would adversely affect any Manager (or any Affiliate of a Manager), the terms and provisions of this Agreement may be waived, modified, terminated or amended at any time by the sole Member. The sole Member shall not waive or amend any provision of Sections 2.05 or 10.01 through 10.03 hereof in such a manner as would adversely affect any Manager (or any Affiliate of a Manager) without the written consent of such Manager.

ARTICLE XIII

GENERAL PROVISIONS

SECTION 13.01 **Notices.** Except where otherwise specifically provided in this Agreement, all notices, requests, consents, approvals and statements shall be in writing and shall be deemed to have been properly given by (i) personal delivery, (ii) first class mail, postage prepaid, (iii) electronic facsimile transmission, or (iv) courier service, addressed in each case: if to the Company, at the address where the Company's books and records are maintained as specified in Section 1.02 hereof; if to a Manager, at such Manager's address set forth in Schedule A; and if to the Member, to the Member's address set forth in Schedule A, or, in each case, to such other address or addresses (and/or by e-mail or other manner of delivery) as the addressee may have specified by written notice as aforesaid.

SECTION 13.02 **Binding on Successors**. This Agreement shall be binding upon and inure to the benefit of the respective heirs, successors, assigns and legal representatives of the parties hereto.

SECTION 13.03 **Counterparts.** This Agreement or any amendment hereto may be signed in any number of counterparts, each of which shall be an original, but all of which taken together shall constitute one agreement (or amendment, as the case may be).

SECTION 13.04 **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware.

SECTION 13.05 **Construction.** Whenever the content of this Agreement permits, the masculine gender shall include the feminine and neuter genders, and reference to singular or plural shall be interchangeable with the other. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the other provisions, and this Agreement shall be construed and reformed in all respects as if any such invalid or unenforceable provision(s) were omitted in order to give effect to the intent and purposes of this Agreement. References in this Agreement to particular sections of the Code or the Delaware Act shall be deemed to refer to such sections or provisions of the Code or the Delaware Act (or any successor legislation) as they may be amended after the date of this Agreement.

ARTICLE XIV

CERTAIN DEFINITIONS

SECTION 14.01 **Certain Definitions**. For purposes of this Agreement, the following terms have the respective meanings set forth below:

"Affiliate" means, with respect to the Person to which it refers, a Person that either (i) directly or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with, such Person or (ii) is the successor or assign to such Person.

"Agreement" means this Limited Liability Company Agreement, as it may be subsequently amended or restated in accordance with its terms.

"Capital Contribution" means the aggregate amount of cash or other property contributed by the Member to the Company pursuant to this Agreement.

"Certificate" means the certificate of formation of the Company and any amendments or restatements thereof as filed with the Delaware Secretary of State under the Delaware Act.

"Code" means the United States Internal Revenue Code of 1986 and the rules and regulations promulgated thereunder, as amended from time to time, or any successor statute thereto.

"Delaware Act" means the Delaware Limited Liability Company Act, as amended from time to time.

"Distributable Cash" means all cash of the Company that the Managers determine is available for distribution to the Member after the payment or provision for payment by the Company of all expenses incurred by the Company and in collecting any amounts then owed to the Company and so attributable.

“Indemnitee” shall have the meaning set forth in Section 10.01.

“Majority of the Managers” means (i) at least four of the Managers if there are then six Managers, (ii) at least three of the Managers if there are then five or four Managers, (iii) at least two of the Managers if there are then three Managers, and (ii) both of the Managers if there are then only two Managers.

“Manager” means each of the Persons then serving as a Manager of the Company in accordance to Section 2.01 hereof, in his capacity as a Manager of the LLC.

“Member” means Clean Harbors, Inc., a Massachusetts corporation.

“Net Profit” or “Net Loss” means, with respect to any fiscal year, the sum of the Company’s: (a) net profit or loss as determined in accordance with the Code and the Regulations thereunder, and (b) any income exempt from federal income tax, after deduction of all expenses properly chargeable to the Company for such fiscal year (whether deductible or non-deductible and whether described in Section 705(a)(2)(B) of the Code, treated as so described pursuant to Treasury Regulations Section 1.704-1(b)(2)(iv)(i), or otherwise). For this purpose, Net Profit or Net Loss shall be determined in accordance with tax accounting principles rather than generally accepted accounting principles, and any expenses required to be capitalized and included in the Company’s adjusted tax basis in any asset or which reduce the amount realized by the Company on the disposition of any asset shall be disregarded.

“Officers” means the President, the Senior Vice President, the Treasurer, the Secretary, and any such other officers of the Company as shall be elected by a Majority of the Managers or the sole Member in accordance with Section 2.02(a) hereof.

“Person” means any individual, general partnership, limited partnership, limited liability company, corporation, joint venture, trust, business trust, cooperative or association and the heirs, executors, administrators, legal representative, successors and assigns of such Person where the context so admits.

“Treasury Regulations” mean the Regulations promulgated by the United States Department of the Treasury under the Code, as amended.

IN WITNESS WHEREOF, the undersigned have executed this Limited Liability Company Agreement as of the effective date first above written.

MANAGERS:

/s/ Eric W. Gerstenberg
Eric W. Gerstenberg

/s/ Gene A. Cookson
Gene A. Cookson

/s/ Stephen H. Moynihan
Stephen H. Moynihan

/s/ Roger A. Koenecke
Roger A. Koenecke

/s/ Carl Paschetag
Carl Paschetag

/s/ William J. Geary
William J. Geary

MEMBER:

CLEAN HARBORS, INC.

By: /s/ Stephen H. Moynihan
Stephen H. Moynihan
Senior Vice President

CLEAN HARBORS SAN JOSE, LLC

SCHEDULE A

Name and Address

Managers:

Eric W. Gerstenberg
c/o Clean Harbors, Inc.
1501 Washington Street
Braintree, MA 02184

Gene A. Cookson
c/o Clean Harbors, Inc.
1501 Washington Street
Braintree, MA 02184

Stephen H. Moynihan
c/o Clean Harbors, Inc.
1501 Washington Street
Braintree, MA 02184

Roger A. Koenecke
c/o Clean Harbors, Inc.
1501 Washington Street
Braintree, MA 02184

Carl Paschetag
c/o Clean Harbors, Inc.
1501 Washington Street
Braintree, MA 02184

William J. Geary
c/o Clean Harbors, Inc.
1501 Washington Street
Braintree, MA 02184

Sole Member:

Clean Harbors, Inc.
1501 Washington Street
Braintree, MA 02184

Exhibit 3.49

The Commonwealth of Massachusetts
OFFICE OF THE MASSACHUSETTS SECRETARY OF STATE
MICHAEL J. CONNOLLY, SECRETARY
ONE ASHBURTON PLACE, BOSTON, MASSACHUSETTS 02108

ARTICLES OF ORGANIZATION
(Under G.L. Ch. 156B)

ARTICLE I

The name of the corporation is:

CLEAN HARBORS OF CHICAGO, INC.

ARTICLE II

The purpose of the corporation is to engage in the following business activities:

To engage in the business of hazardous and non-hazardous waste treatment, storage and disposal; to operate public access industrial liquid waste treatment facilities and in general to carry on any business which may lawfully be done by a corporation organized under Chapter 156B of the Massachusetts General Laws.

ARTICLE III

The type and classes of stock and the total number of shares and par value, if any, of each type and class of stock which the corporation is authorized to issue is as follows:

WITHOUT PAR VALUE STOCKS		WITH PAR VALUE STOCKS		
TYPE	NUMBER OF SHARES	TYPE	NUMBER OF SHARES	PAR VALUE
Common:		Common:	200,000	$ .01
Preferred:		Preferred:		

ARTICLE IV

If more than one class of stock is authorized, state a distinguishing designation for each class. Prior to the issuance of any shares of a class, if shares of another class are outstanding, the corporation must provide a description of the preferences, voting powers, qualifications, and special or relative rights or privileges of that class and of each other class of which shares are outstanding and of each series then established with any class.

NONE

ARTICLE V

The restrictions, if any, imposed by the Articles of Organization upon the transfer of shares of stock of any class are as follows:

NONE

ARTICLE VI

Other lawful provisions, if any, for the conduct and regulation of business and affairs of the corporation, for its voluntary dissolution, or for limiting, defining, or regulating the powers of the corporation, or of its directors or stockholders, or of any class of stockholders: (If there are no provisions state “None”.)

See Continuation Sheets 6A, 6B, 6C Attached Hereto

Continuation Sheet 6A

Special Provisions

ONE: All corporate powers of the Corporation shall be exercised by the Board of Directors except as otherwise provided by law. In furtherance and not in limitation of the powers conferred by statute, the Board of Directors expressly authorized to make, amend or repeal the By-Laws of the Corporation in whole or in part, except with respect to any provision thereof which by law or the By-Laws requires action by the stockholders, and subject to the power of the stockholders to amend or repeal any By-Law adopted by the Board of Directors..

TWO: Meetings of the stockholders of the Corporation may be held anywhere within the United States.

THREE: The Corporation may be a partner in any business enterprise which it would have power to conduct by itself.

FOUR: In the absence of fraud, no contract or other transaction of the Corporation shall be affected or invalidated by the fact that any of the directors of the Corporation are in any way interested in or connected with any other party to such contract or transaction or are themselves parties to such contract or transaction, provided that the interest in any such contract or transaction of any such director shall at the time be fully disclosed or otherwise known to the Board of Directors. Any director of the Corporation may be counted in determining the existence of a quorum at any meeting of the Board of Directors which shall authorize such contract or transaction and may vote and act upon any matter, contract or transaction between the Corporation and any other person without regard to the fact that he is also a stockholder, director or officer of, or has any interest in, such other person with the same force and effect as if he were not such stockholder, director or officer or not so interested. Any contract or other transaction of the Corporation or of the Board of Directors or of any committee thereof which shall be ratified by a majority of the holders of the issued and outstanding stock entitled to vote at any annual meeting or any special meeting called for that purpose shall be as valid and as binding as though ratified by every stockholder of the Corporation; provided, however, that any failure of the stockholders to approve or ratify such contract or other transaction, when and if submitted, shall not be deemed in any way to render the same invalid or deprive the directors and officers of their right to proceed with such contract or other transaction.

Continuation Sheet 6B

FIVE: The Corporation shall, to the extent legally permissible, indemnify each person (and his heirs, executors,. administrators, or other legal representatives) who is, or shall have been, a director or officer of the Corporation or any person who is serving, or shall have served, at the request of the Corporation as a director or officer of another corporation, against all liabilities and expenses (including judgments, fines, penalties and attorneys' fees and all amounts paid, in compromise or settlement) reasonably incurred by any such director, officer or person in connection with, or arising out of, any action, suit or proceeding in which any such director, officer or person may be a party defendant or with which he may be threatened or otherwise involved, directly or indirectly, by reason of his being or having been a director or officer of the Corporation or such other corporation, except in relation to matters as to which any such director, officer or person shall be finally adjudged, other than by consent, in such action, suit or proceeding not to have acted in good faith in the reasonable belief that his action was in the best interests of the corporation; provided, however, that indemnity shall not be made with respect to such amounts paid in compromise or settlement, unless:

(a) such compromise or settlement shall have been approved as in the best interests of the corporation, after notice that it involves such indemnification by:

(i) The Board of Directors by a majority of a quorum consisting of directors who were not parties to such action, suit or proceeding; or by

(ii) The stockholders of the Corporation by a majority vote of a quorum consisting of stockholders who were not parties to such action, suit or proceeding, or

(b) in the absence of action by disinterested directors or stockholders as above provided, there has been obtained at the request of a majority of the Board of Directors then in office a written opinion of independent legal counsel to the effect that the director or officer to be indemnified appears to have acted in good faith in the reasonable belief that his action was in the best interests of the Corporation.

Continuation Sheet 6C

Upon request therefor by any director, officer of person enumerated in the preceding paragraph of this Article, the Corporation may from time to time, if authorized by the Board of Directors, prior to final adjudication or compromise or settlement of the matter or matters as to which indemnification is claimed, advance to such director, officer or person all expenses incurred by him to date of such request. Any advance made pursuant to this provision shall be made on the condition that the director, officer or person receiving such advance shall repay to the Corporation any amounts so advanced if, upon the termination of the matter or matters as to which such advances were made, such director, officer or person shall not be entitled to indemnification under the preceding paragraph of this Article.

The foregoing right to indemnification shall not be exclusive of any other rights to which any such director, officer or person is entitled under any agreement, vote of stockholders, statute, or as a matter of law, or otherwise.

The provisions of this Article are separable, and if any provision or portion hereof shall for any reason be held inapplicable, illegal or ineffective, this shall not prevent any other provision or portion hereof from applying, and shall not affect any right of indemnification existing otherwise than under this Article.

SIX: No director shall be personally liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director notwithstanding any provision of law imposing such liability; provided, however, that such limitation on liability will not eliminate or limit the liability of a director (i) for any breach of the director's duty of loyalty to the Corporation or its stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) under sections 61 or 62 of Chapter 156B of the Massachusetts General Laws, or (iv) for any transaction from which the director derived an improper personal benefit. If the Massachusetts Business Corporation Law is amended after the effective date of these Articles of organization, to authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of a director of the Corporation shall be eliminated or limited to the fullest extent permitted by the Massachusetts Business Corporation Law, as so amended.

SEVEN: All shares of common stock issued by the Corporation shall, to the extent permitted by the Internal Revenue Code, be deemed issued pursuant to a Plan to Issue Section 1244 Stock.

ARTICLE VII

The effective date of organization of the corporation shall be the date approved and filed by the Secretary of the Commonwealth. If a later effective date is desired, specify such date which shall not be more than thirty days after the date of filing.

The information contained in ARTICLE VIII is NOT a PERMANENT part of the Articles of Organization and may be changed ONLY by filing the appropriate form provided therefor.

ARTICLE VIII

a. The post office address of the corporation IN MASSACHUSETTS is:
1200 Crown Colony Drive, P.O. Box 9137, Quincy, MA 02269-9137

b. The name, residence and post office address (if different) of the directors and officers of the corporation are as follows:

	NAME	RESIDENCE	POST OFFICE ADDRESS
President:	Michael R. Hatch	360 Church Street Duxbury, MA 02332	1200 Crown Colony Drive P.O. Box 9137 Quincy, MA 02269-9137
Treasurer:	Stephen Moynihan	307 High Street Pembroke, MA 02369	1200 Crown Colony Drive P.O. Box 9137 Quincy, MA 02269-9137
Clerk:	C. Michael Malm	84 Highland Street W. Newton, MA 0165	Davis, Malm & D'Agostine One Boston Place Boston, MA 02108
Directors:	Alan S. McKim	61 West Street Kingston, MA 02364	1200 Crown Colony Drive P.O. Box 9137 Quincy, MA 02269-9137

c. The fiscal year of the corporation shall end on the last day of the month of:
February 28th

d. The name and BUSINESS address of the RESIDENT AGENT of the corporation, if any, is:

ARTICLE IX

By-laws of the corporation have been duly adopted and the president, treasurer, clerk and directors whose names are set forth above, have been duly elected.

IN WITNESS WHEREOF and under the pains and penalties of perjury, I/ WE, whose signature(s) appear below as incorporator(s) and whose names and business or residential address(es) ARE CLEARLY TYPED OR PRINTED beneath each signature do hereby associate with the intention of forming this corporation under the provisions of General Laws Chapter 156B and do hereby sign these Articles of Organization as incorporator(s) this 20th day of October 1989.

/s/ Carol R. Cohen

Carol R. Cohen, Esquire, Davis, Malm & D'Agostine, One Boston Place, Boston, MA 02108

THE COMMONWEALTH OF MASSACHUSETTS

ARTICLES OF ORGANIZATION

General Laws, Chapter 156B, Section 12

I hereby certify that, upon an examination of these articles of organization, duly submitted to me, it appears that the provisions of the General Laws relative to the organization of corporations have been complied with, and I hereby approve said articles; and the filing fee in the amount of $200 having been paid, said articles are deemed to have been filed with me this 23rd day of October, 1989.

Effective Date: ______________________________

MICHAEL J. CONNOLLY
Secretary of State

PHOTOCOPY OF ARTICLES OF ORGANIZATION TO BE SENT

Carol R. Cohen, Esquire
Davis, Malm & D'Agostine
One Boston Place
Boston, MA 02108

Telephone: (617)367-2500

FEDERAL IDENTIFICATION
NO. 06-1287127

The Commonwealth of Massachusetts
William Francis Galvin
Secretary of the Commonwealth
One Ashburton Place, Boston, Massachusetts 02108

ARTICLES OF AMENDMENT
(General Laws, Chapter 156B, Section 72)

We, Stephen H. Moynihan, Vice President and Jonathan R. Black, Assistant Clerk of Clean Harbors of Chicago, Inc. located at 1501 Washington St., P.O. Box 850327, Braintree, MA 02185-0327 certify that these Articles of Amendment affecting articles numbered:

Article I of the Articles of Organization were duly adopted at a meeting held on July 25, 1996, by vote of

1,000 shares of Common out of 1,000 shares outstanding,

**being at least a majority of each type, class or series outstanding and entitled to vote thereon:/ or **being at least two-thirds of each type, class or series outstanding and entitled to vote thereon and of each type, class or series of stock whose rights are adversely affected thereby:

'For amendments adopted pursuant to Chapter 156B, Section 70.
'For amendments adopted pursuant to Chapter 156B, Section 71.
NOTE: If the space provided under any article or item on this form is insufficient, additions shall be set forth on one side only of separate 8½ x 11 sheets of paper with a left margin of at least 1 inch. Additions to more than one article may be made on a single sheet so long as each article requiring each addition is clearly indicated.

To change the number of shares and the par value (if any) of any type, class or series of stock which the corporation is authorized to issue, fill in the following:

The total *presently* authorized is:

WITHOUT PAR VALUE STOCKS		WITH PAR VALUE STOCKS		
TYPE	NUMBER OF SHARES	TYPE	NUMBER OF SHARES	PAR VALUE
Common:		Common:		
Preferred:		Preferred:		

Change the total authorized to:

WITHOUT PAR VALUE STOCKS		WITH PAR VALUE STOCKS		
TYPE	NUMBER OF SHARES	TYPE	NUMBER OF SHARES	PAR VALUE
Common:		Common:		
Preferred:		Preferred:		

Article 1. of the Articles of Organization of the Corporation be and hereby is amended to read as follows:

“1. The name by which the Corporation shall be known is:
Clean Harbors Services, Inc.”

The foregoing amendment will become effective when these articles of amendment are filed in accordance with Chapter 156B, Section 6 of the General Laws unless these articles specify, in accordance with the vote adopting the amendment, a later effective date not more than thirty days after such filing, in which event the amendment will become effective on such later date.

Later effective date: N/A

SIGNED UNDER THE PENALTIES OF PERJURY, this 2nd day of August, 1996.

/s/ Stephen H. Moynihan	Vice President
/s/ Jonathan R. Black	Assistant Clerk

THE COMMONWEALTH OF MASSACHUSETTS

ARTICLES OF AMENDMENT
(General Laws, Chapter 156B, Section 72)

I hereby approve the within Articles of Amendment and the filing fee in the amount of $100.00 having been paid, said articles are deemed to have been filed with me this 5th day of August, 1996.

Effective date:

WILLIAM FRANCIS GALVIN
Secretary of the Commonwealth

TO BE FILLED IN BY CORPORATION
Photocopy of document to be sent to:

Clean Harbors Environmental Services, Inc.
1501 Washington St., P.O. Box 850327
Braintree, MA 02185-0327

CLEAN HARBORS SERVICES, INC.
(F/K/A CLEAN HARBORS OF CHICAGO, INC.)

BY-LAWS

ARTICLE I

Stockholders

1.1 Annual Meeting. The annual meeting of stockholders shall be held on the first Tuesday in March in each year (or if that be a legal holiday in the place where the meeting is to be held, on the next succeeding full business day) at 10:00 o'clock A.M. unless a different hour is fixed by the Directors or the President and stated in the notice of the meeting. The purposes for which the annual meeting is to be held, in addition to those prescribed by law, by the Articles of Organization or by these By-Laws, may be specified by the Directors or the President. If no annual meeting is held in accordance with the foregoing provisions, a special meeting may be held in lieu thereof, and any action taken at such meeting shall have the same effect as if taken at the annual meeting.

1.2 Special Meetings. Special meetings of stockholders may be called by the President or by the Directors and shall be called by the President upon written request of the holders of in excess of twenty-five percent (25%) of the shares of capital stock of the corporation entitled to vote at such meeting. The call for the meeting shall state the date, hour and place and the purposes of the meeting.

1.3 Place of Meetings. All meetings of stockholders shall be held at the principal office of the corporation unless a different place (as permitted by law) is designated by the person(s) calling the meeting and stated in the notice of the meeting.

1.4 Notice of Meetings. A written notice of every meeting of stockholders, stating the place, date and hour thereof, and the purposes for which the meeting is to be held, shall be given by the Clerk or by the person calling the meeting at least seven days before the meeting to each stockholder entitled to vote thereat and to each stockholder who by law, or by the Articles of Organization or by these By-Laws is entitled to such notice, by leaving such notice with him or at his residence or usual place of business, or by mailing first class postage prepaid and addressed to such stockholder at his address as it appears upon the stock record books of the corporation. No notice need be given to any stockholder if a written waiver of notice, executed before or after the meeting by the stockholder or his attorney thereunto authorized, is filed with the records of the meeting.

1.5 Quorum. The holders of a majority in interest of all stock issued, outstanding and entitled to vote at a meeting shall constitute a quorum but a lesser number may adjourn any meeting from time to time without further notice.

1.6 Voting and Proxies. Each stockholder shall have one vote for each share of stock entitled to vote held by him of record according to the records of the corporation, unless otherwise provided by the Articles of Organization. The Corporation, however, shall not vote any share of its own stock. Stockholders may vote either in person or by written proxy dated not

more than six months before the meeting named therein. Proxies shall be filed with the Clerk of the meeting, or of any adjournment thereof, before being voted. Except as otherwise limited therein, proxies shall entitle the persons named therein to vote at any adjournment of such meeting but shall not be valid after final adjournment of such meeting. A proxy with respect to stock held in the name of two or more persons shall be valid if executed by one of them unless at or prior to exercise of the proxy the corporation receives a specific written notice to the contrary from any one of them. A proxy purporting to be executed by or on behalf of a stockholder shall be deemed valid unless challenged at or prior to its exercise.

1.7 Action at Meeting. When a quorum is present, the holders of a majority of the stock present or represented and voting on a matter, other than an election to office, except where a larger vote is required by law, the Articles cf. Organization or these By-Laws, shall decide any matter to be voted on by the stockholders. Any election by stockholders shall be determined by a plurality, of the votes cast by the stockholders entitled to vote at the election. No ballot shall be required for such election unless requested by a stockholder present or represented at the meeting and entitled to vote in the election.

1.8 Action without Meeting. Any action to be taken by stockholders may be taken without a meeting if all stockholders entitled to vote on the matter consent to the action by a writing filed with the records of the meetings of stockholders. Such consent shall be treated for all purposes as a vote at a meeting and shall be deemed to have been taken on the date specified in such consent.

ARTICLE II

Directors

2.1 Powers. The business of the corporation shall be managed by a Board of Directors who may exercise all the powers of the corporation except as otherwise provided by law, by the Articles of Organization or by these By-Laws. In particular, and without limiting the generality of the foregoing, the directors may at any time and from time to time issue all or any part of the unissued capital stock of the corporation from time to time authorized under the Articles of Organization and may determine, subject to any requirements of law, the consideration for which stock is to be issued and the manner of allocating such consideration between capital and surplus.

2.2 Election. A Board of Directors of such number (not less than three or the number of stockholders of the corporation, whichever is the lesser) as shall be fixed by the stockholders at the annual or any special meeting, shall be elected by the stockholders at the annual meeting.

2.3 Vacancies. Any vacancy in the Board of Directors, including a vacancy resulting from the enlargement of the Board, may be filled by the Directors or, in the absence of such election by Directors, by the stockholders at the annual or any special meeting called for that purpose; provided that any vacancy resulting from action by the stockholders may be filled by the stockholders at the same meeting at which such action was taken by them. In the event of a vacancy in the Board of Directors, the remaining Directors, except as otherwise provided by law, may exercise the powers of the full Board until the vacancy is filled.

2.4 Enlargement of the Board. The number of the Board of Directors may be increased or decreased in accordance with these By-Laws at the annual meeting or at any special meeting of the stockholders, and may be increased by vote of a majority of the Directors then in office.

2.5 Tenure. Except as otherwise provided by law, by the Articles of Organization or by these By-Laws, Directors shall hold office until the next annual meeting of stockholders and thereafter until their successors are chosen and qualified. Any Director may resign by delivering his written resignation to the corporation at its principal office or to the President or Clerk. Such resignation shall be effective upon receipt unless it is specified to be effective at some other time or upon the happening of some other event.

2.6 Removal. A Director may be removed from office (a) with or without cause by vote of a majority of the stockholders entitled to vote in the election of Directors, or (b) for cause by vote of a majority of the Directors then in office. A Director may be removed for cause only after reasonable notice and opportunity to be heard before the body proposing to remove him.

2.7 Meetings. Regular meetings of the Directors may be held without call or notice at such places and at such times as the Directors may from time to time determine, provided that any Director who is absent when such determination is made shall be given notice of the determination. A regular meeting of the Directors may be held without a call or notice at the same place as the annual meeting of stockholders, or the special meeting held in lieu thereof, following such meeting of stockholders. Special meetings of the Directors may be held at time and place designated in a call by the President, Treasurer or two or more Directors.

2.8 Notice of Meeting. Notice of all special meetings of the Directors shall be given to each Director by the Clerk, or Assistant Clerk, or in case of the death, absence, incapacity or refusal of such persons, by the officer or one of the Directors calling the meeting. Notice shall be given to each Director in person or by telephone or by telegram sent to his business or home address at least forty-eight hours in advance of the meeting. Notice need not be given to any Director if a written waiver of notice, executed by him before or after the meeting, is filed with the records of the meeting, or to any Director who attends the meeting without protesting prior thereto or at its commencement the lack of notice to him. A notice or waiver of notice of a Directors' meeting need not specify the purposes of the meeting.

2.9 Quorum. At any meeting of the Directors, a majority of the Directors then in office shall constitute a quorum. Less than a quorum may adjourn any meeting from time to time without further notice.

2.10 Action at Meeting. At any meeting of the Directors at which a quorum is present, the vote of a majority of those present, unless a different vote is specified by law, by the Articles of organization, or by these By-Laws, shall be sufficient to decide any matter presented to the meeting.

2.11 Action by Consent. Any action by the Directors may be taken without a meeting if a written consent thereto is signed by all the Directors and filed with the records of the Directors' meetings. Such written consent shall be treated as a vote of the Directors for all purposes and shall be deemed to have been taken on the date specified in such written consent.

2.12 Committees. The Directors may, by vote of a majority of the Directors then in office, elect from their number an executive committee or other committees and may by like vote delegate thereto some or all of their powers except, those which by law, the Articles of Organization or these By-Laws they are prohibited from delegating. Except as the Directors may otherwise determine, any such committee may make rules for the-conduct of its business, but unless otherwise provided by the Directors or in such rules, its business shall be conducted as nearly as may be in the same manner as is provided by these By-Laws for the Directors. All members of such committees shall hold such offices at the pleasure of the Board of Directors. The Board of Directors may abolish any such committee at any time. Any committee to which the Board of Directors delegates any of its powers or duties shall keep records of its meetings and shall upon request report its action to the Board of Directors. The Board of Directors shall have power to rescind any action of any committee, but no such rescission shall have retroactive effect.

ARTICLE III

Officers

3.1 Enumeration. The officers of the corporation shall consist of a President, a Treasurer, a Clerk, and such other officers, including one or more Vice Presidents, Assistant Treasurers and Assistant Clerks, as the Director's may determine.

3.2 Election. The President, Treasurer and Clerk shall be elected annually by the Directors at their first meeting following the annual meeting of stockholders. Other officers may be chosen by the Directors at such meeting or at any other meeting.

3.3 Qualification. No officer need be a Director or stockholder. Any two or more offices may be held by the same person. The Clerk shall be resident of Massachusetts unless the corporation has a resident agent appointed for the purpose of service of process. Any officer may be required by the Directors to give bond for the faithful performance of his duties to the corporation in such amount and with such sureties as the Directors may determine.

3.4 Tenure. Except as otherwise provided by law, by the Articles of Organization or by these By-Laws, the President, Treasurer and Clerk shall each hold office until the first meeting of the Directors following the annual meeting of stockholders and thereafter until his successor is chosen and qualified; and all other officers shall hold office until the first meeting of the Director's following the annual meeting of stockholders, unless a shorter term is specified in the vote choosing or appointing them. Any officer may resign by delivering his written resignation to the corporation at its principal office or to the President or the Clerk, and such resignation shall be effective upon receipt unless it is specified to be effective at some other time or upon the happening of some other event.

3.5 Removal. The Directors may remove any officer with or without cause by a vote of a majority of the entire number of Directors then in office.

3.6 President and Vice Presidents. The President shall be the chief executive officer of the corporation and shall, subject to the direction of the Directors, have general supervision and control of its business. Unless otherwise provided by the Directors he shall preside, when

present, at all meetings of stockholders and of the Directors. Any Vice President shall have such powers as the Directors may from time to time designate.

3.7 Treasurer and Assistant Treasurers. The Treasurer shall, subject to the direction of the Directors, have general charge of the financial affairs of the corporation and shall cause, to be kept accurate books of account. He shall have custody of all funds, securities and valuable documents of the Corporation, except as the Directors may otherwise provide. Any Assistant Treasurer shall have such powers as the Directors may from time to time designate.

3.8 Clerk and Assistant Clerks. The Clerk shall keep a record of the meetings of stockholders. Unless a stock transfer agent is appointed, the Clerk shall keep or cause to be kept in Massachusetts, at the principal office of the corporation or at his office, the stock and transfer records of the corporation in which are contained the names of all stockholders and the record address, and the amount and class of stock held by each. The Clerk shall keep a record of the meetings of the Directors. Any Assistant Clerk shall have such powers as the Directors may from time to time designate. In the absence of the Clerk from any meeting of stockholders, an Assistant Clerk, if one be elected, otherwise a Temporary Clerk designated by the person presiding at the meeting, shall perform the duties of the Clerk.

3.9 Other Powers and Duties. Each officer shall, subject to these By-Laws, have in addition to the duties and powers specifically set forth in these By-Laws, such duties and powers as are customarily incident to his office, and such duties and powers as the Directors may from time to time designate.

ARTICLE IV

Capital Stock

4.1 Certificates of Stock. Each stockholder shall be entitled to a certificate stating the number and the class and the designation of the series, if any, of the shares of the corporation held by him in such form as may be prescribed from time to time by the Directors. The certificate shall, be signed by the President or a Vice President, and by the Treasurer or an Assistant Treasurer, but when a certificate is countersigned by a transfer agent or a registrar, other than a Director, officer or employee of the corporation, such signatures may be facsimiles. In case any officer who has signed or whose facsimile signature has been placed on such certificate shall have ceased to be an officer before such certificate is issued, it may be issued by the corporation with the same effect as if he were such officer at the time of its issue.

4.2 Transfers. Shares of stock may be transferred on the books of the corporation subject to any restrictions on transfer contained in the Articles of Organization, these By-Laws or any agreement to which the corporation is a party by the surrender to the corporation or its transfer agent of the certificate therefor properly endorsed or accompanied by a written assignment and power of attorney properly executed and with such proof of the Authenticity of Signature as the corporation or its transfer agent may reasonably require. Except as may be otherwise required by law, by the Articles of Organization or by these By-Laws, the corporation shall be entitled to treat the record holder of stock as shown on its books as the owner of such stock for all purposes, including the payment of dividends and the right to vote with respect thereto, regardless of any

transfer, pledge or other disposition of stock, until the shares have been transferred on the books of the corporation in accordance with the requirements of these By-Laws. It shall be the duty of each stockholder to notify the corporation of his current post office address.

4.3 Record Date. The Directors may fix in advance a time of not more than sixty days preceding the date of any meeting of stockholders, or the date for the payment of any dividend or the making of any distribution to stockholders, or the last day on which the consent or dissent of stockholders may be effectively expressed for any purpose, as the record date for determining the stockholders having the right to notice of and to vote at such meeting, and any adjournment thereof, or the right to receive such dividend or distribution or the right to give such consent or dissent. In such case only stockholders of record on such record date shall have such right, notwithstanding any transfer of stock on the books of the corporation after the record date. Without fixing such record date the Directors may for any of such purposes close the transfer books for all or any part of such period.

4.4 Replacement of Certificates. In case of the alleged loss or destruction or the mutilation of a certificate of stock, a duplicate certificate may be issued in place thereof, upon such terms as the Directors may prescribe.

ARTICLE V

Miscellaneous Provisions

5.1 Fiscal Year. Except as from time to time otherwise determined by the Directors, the fiscal year of the corporation shall be the twelve months ending on February 28 of each year.

5.2 Seal. The corporation shall have a seal in such form as the Directors may adopt and from time to time alter at their pleasure.

5.3 Execution of Instruments. All deeds, leases, transfers, contracts, bonds, notes and other obligations authorized to be executed by an officer of the corporation in its name and on its behalf shall be signed by the President or the Treasurer except as the Directors may generally or in particular cases otherwise direct.

5.4 Voting of Securities. Except as the Directors may otherwise direct, the President or Treasurer may waive notice of, and appoint any person or persons to act as proxy or attorney in fact for this corporation (with or without power of substitution) at any meeting of stockholders or shareholders of, any other corporation or organization, the securities of which may be held by this corporation.

5.5 Corporate Records. The original, or attested copies of, the Articles of Organization, By-Laws and records of all meetings of the incorporators and stockholders, and the stock and transfer records, which shall contain the names of all stockholders and the record address and the amount of stock held by each, shall be kept in Massachusetts at the principal office of the corporation, or at an office of its transfer agent or of the Clerk or of its resident agent. It is not necessary that all of said copies and records be kept in the same office.

5.6 Articles of Organization. All references in these By-Laws to the Articles of Organization shall be deemed to refer to the Articles of Organization of the corporation, as amended and in effect from time to time.

5.7 Amendments. The Directors may, at any meeting duly called for such purpose, make, amend or repeal these By-Laws in whole or in part, except with respect to any provision thereof which by law, the Articles of Organization or these By-Laws requires action by the stockholders. The stockholders may, at any meeting duly called for such purpose, amend these By-Laws in whole or in part. Not later than the time of giving notice of the meeting of stockholders next following the making, amending or repealing by the Directors of any By-Law, notice thereof stating the substance of such change shall be given to all stockholders entitled to vote on amending the By-Laws. No change in the date fixed in these By-Laws for the annual meeting of stockholders may be made within sixty days before the date fixed in these By-Laws, and in case of any change in such date, notice thereof shall be given to each stockholder in person or by letter mailed to his last known post office address at least twenty days before the new date fixed for such meeting. Any By-Law adopted, amended or repealed by the Directors may be repealed, amended or reinstated by the stockholders entitled to vote on amending the By-Laws.

Exhibit 3.50

Clean Harbors Tennessee, LLC

CERTIFICATE OF FORMATION

Pursuant to the provisions of Section 18-201 of the Limited Liability Company Act of the State of Delaware (the "Act"), the undersigned, being duly authorized, hereby certifies and states as follows:

1. Name of the Limited Liability Company. The name of the limited liability company formed hereby is Clean Harbors Tennessee, LLC (the "LLC").

2. Registered Agent and Office of the LLC. The name of the registered agent of the LLC in the State of Delaware is Capitol Corporate Services, Inc. and the registered office address of the registered agent for the purposes of Section 18-104 of the Act is 32 Loockerman Square, Suite 109, Dover, Kent County, Delaware 19901.

IN WITNESS WHEREOF, the undersigned hereby affirms that the facts stated herein are true, this 30th day of April, 2002.

/s/ C. Michael Malm
C. Michael Malm, Authorized Person

CLEAN HARBORS TENNESSEE, LLC

LIMITED LIABILITY COMPANY AGREEMENT

LIMITED LIABILITY COMPANY AGREEMENT effective as of May 1, 2002, by and among Eric W. Gerstenberg, Gene A. Cookson, Stephen H. Moynihan, Roger A. Koenecke, Carl Paschetag, and William J. Geary, as Managers; and Clean Harbors Disposal Services, Inc., a Delaware corporation, as the sole Member. Certain capitalized terms used herein have the respective meanings set forth in Section 14.01 hereof.

ARTICLE I
CAPITAL CORPORATE SERVICES, INC.,
ORGANIZATION

SECTION 1.01 Formation of the Company. Clean Harbors Tennessee, LLC (the "Company") has been formed as a limited liability company under the Delaware Limited Liability Company Act *(6 Del. C § 18-101, et seq.)*, as amended from time to time (the "Delaware Act"), through the filing of the Certificate with the Delaware Secretary of State on the effective date of this Agreement. The parties hereto agree to conduct the business of the Company in accordance with the provisions of the Act and of this Agreement.

SECTION 1.02 Name, Registered Office, and Maintenance of Books and Records. The name of the Company is "Clean Harbors Tennessee, LLC." The initial address of the Company's registered office in Delaware is 32 Lookerman Square, Suite 109, Dover, Dent County, Delaware 19901, and its initial agent at such address for service of process is Capitol Corporate Services, Inc. The Company's books and records shall be maintained at c/o Clean Harbors, Inc., 1501 Washington Street, Braintree, Massachusetts 02184. A Majority of the Managers may change the location at which the Company's books and records shall be maintained to such other location within the United States as such Managers may determine at any time, upon written notice to the Member stating such new location. A Majority of the Managers may also change the Company's registered agent from time to time in their sole discretion.

SECTION 1.03 Purposes. The purposes and objectives of the Company are to own, lease, manage and/or operate a licensed hazardous waste facility, to provide environmental services, and to engage in any other lawful activities allowed to be conducted by a limited liability company.

SECTION 1.04 Powers. Subject to the terms of this Agreement, and consistent with the purposes stated in Section 1.03 hereof, the Company shall have the following powers: (i) to enter into all agreements and engage in all activities and transactions necessary or advisable to carry out the Company's purposes; and (ii) to have all other powers available to it as a limited liability company organized under the laws of the State of Delaware. Without limitation of the foregoing, the Company shall have the powers: to acquire and dispose of assets and other property; to act as a general partner, limited partner, manager and/or member of any other Person; negotiate, enter into, and modify agreements including, without limitation, partnership

agreements, limited liability company agreements, and leases or subleases of any real estate or personal property; to incur obligations for and in connection with its business; to borrow money and provide guarantees for the obligations of other Persons and, if required by any lender, as security therefor to mortgage, pledge and grant security interests in all or any part of the assets and other property owned by the Company; to repay, in whole or in part, refinance, consolidate, recast, increase, modify or extend any loans which may affect any of the assets and other property owned by the Company; and to execute any and all other documents and instruments and exercise all powers necessary or appropriate to carry out the business of the Company.

ARTICLE II

CONDUCT AND MANAGEMENT OF THE LLC

SECTION 2.01 Managers. Except as otherwise provided in this Agreement for actions which require or permit approval by the sole Member, the business of the Company shall be under the control of the Managers. The names and current addresses of the initial Managers are as described in Schedule A hereto. One or more substitute or additional Managers may be elected at any time in the future by the sole Member. Each of the original Managers and any such substitute or additional Managers shall serve as a Manager until either (i) his voluntary resignation as a Manager, or (ii) his removal as a Manager with or without cause at any time by a Majority of the Managers or the sole Member. The Managers shall not be required to make any Capital Contributions to the Company.

SECTION 2.02 Officers.

(a) In order to facilitate the day-to-day operation of the Company's business, the Company shall have the following Officers: a President, Senior Vice Presidents, a Treasurer and a Secretary, and any such additional Officers as a Majority of the Managers may from time to time deem appropriate. The President shall be a Manager, but none of the other Officers need be a Manager. Unless otherwise determined from time to time by a Majority of the Managers or by the sole Member, Eric W. Gerstenberg shall be the President, Steven H. Moynihan shall be a Senior Vice President and an Assistant Treasurer, Roger Koenecke shall be a Senior Vice President, Carl Paschetag shall be the Treasurer, William J. Geary shall be a Vice President and the Assistant Secretary, and C. Michael Malm shall be Secretary. Unless otherwise determined from time to time by a Majority of the Managers or the sole Member, the President shall be the chief executive officer of the LLC, the Treasurer shall be responsible for maintaining the funds and financial books and records of the LLC, and the Secretary shall be responsible for maintaining the records of actions (whether by written consent or meeting) of the Managers and of the sole Member and the other non-financial records of the LLC. Each of the Officers of the LLC may be removed (and his successors elected) at any time by a Majority of the Managers or the sole Member.

(b) Except as may otherwise be determined from time to time by a Majority of the Managers or the sole Member, the Managers hereby delegate to the President and any Senior Vice President then in office full authority to act on behalf of the LLC. Except as may otherwise be determined from time to time by a Majority of the Managers or the sole Member, each of the President and Senior Vice Presidents shall have, without further approval or consent of any of

the other Managers or the sole Member, full authority: to acquire and dispose of assets and other property on behalf of the LLC; to negotiate, enter into, execute or modify agreements on behalf of the LLC including, without limitation, partnership agreements, limited liability company agreements, and leases or subleases of any real estate or personal property; to incur obligations for and on behalf of the LLC for and in connection with its business; to borrow money and provide guarantees for the obligations of other Persons and, if required by any lender, as security therefor to mortgage, pledge and grant security interests in all or any part of the assets and other property owned by the Company; to repay, in whole or in part, refinance, consolidate, recast, increase, modify or extend any loans which may affect any of the assets and other property owned by the Company; and to execute any and all other documents and instruments and exercise all powers necessary or appropriate to carry out the business of the Company.

SECTION 2.03 Authorization.

(a) Every contract, agreement, and other instrument executed on behalf of the Company by any Manager, the President or any Senior Vice President, or by another Officer of the Company, if such execution is authorized by a Majority of the Managers, shall be conclusive evidence in favor of every person or entity relying thereon or claiming thereunder that at the time of the delivery thereof (i) the Company was in existence, (ii) this Agreement had not been terminated or canceled or amended in any manner so as to restrict such authority (except as shown in the Certificate or other instrument duly filed with the Secretary of State of the State of Delaware), and (iii) the execution and delivery of such instrument were duly authorized by the Managers and/or the sole Member to the extent required.

(b) Any person or entity dealing with the Company may always rely on a certificate signed by any Manager, the President, any Senior Vice President, the Secretary or an Assistant Secretary:

(i) as to who are the Managers, the Officers or the Member of the Company,

(ii) as to the existence or nonexistence of any fact or facts which (A) constitute conditions precedent to acts by the Company, or (B) are in any other manner germane to the affairs of the Company,

(iii) as to who is authorized to execute and deliver any instrument or document on behalf of the Company,

(iv) as to the authenticity of any copy of this Agreement and amendments thereto, or

(v) as to any act or failure to act by the Company, or as to any other matter whatsoever involving the Company or any Manager or Officer or Member of the Company.

SECTION 2.04 Actions by Managers or the Sole Member. Approval of any action by the Company which under the terms of this Agreement requires approval by a Majority of the Managers may be granted either by a written consent signed by a Majority of the Managers or by an affirmative vote of a Majority of the Managers at a meeting held for such purpose either with or without prior notice. Any Manager may participate in any such meeting by telephone if all

Managers participating in any such meeting shall be able to hear the other participating Managers. The participation of a Majority of the Managers shall constitute a quorum for all purposes. If any action is approved by a Majority of the Managers but any Manager shall not sign any written consent by which, or shall not participate in any meeting at which, such approval was granted, the Secretary of the Company shall promptly provide to such Manager following the date of such written consent or meeting a copy of such written consent or minutes of such meeting. Any action taken by the sole Member under the terms of this Agreement shall be by written consent of the sole Member.

SECTION 2.05 **Duty of Care.** The sole Member acknowledges that decisions concerning the Company's activities will involve the exercise of judgment and a risk of loss. The Managers, the Officers and their Affiliates shall not be liable to the Company or the Member for any loss suffered by the Company or the Member which arises out of any action or omission of a Manager, an Officer or any Affiliate of a Manager or an Officer, provided that (i) such Manager, Officer or Affiliate determined, in good faith, that such course of conduct was in, or not opposed to, the best interest of the Company or was otherwise permitted by this Agreement, and (ii) such course of conduct did not constitute gross negligence or willful malfeasance, a material breach of this Agreement, or an intentional violation of federal or state law by such Manager, Officer or Affiliate. The Managers, the Officers, and their Affiliates shall not be liable for the negligence, whether of omission or commission, dishonesty or bad faith of any employee, broker or other agent of the Company selected by the Managers or the Officers with reasonable care. Furthermore, the Managers, the Officers, and their Affiliates shall be entitled to indemnification by the Company to the extent provided in Article X hereof.

ARTICLE III

MEMBER

SECTION 3.01 **Name, Address, and Capital Contribution**. The name and current address of the sole Member are as described in Schedule A hereto. On and after the date of this Agreement, the Member shall make to the Company either in cash or in other tangible or intangible property such Capital Contributions as shall be determined by the Member. The Treasurer shall record the Member's Capital Contributions on the financial records of the Company.

SECTION 3.02 **Limited Liability.** In accordance with the Delaware Act, the liability of the Member to the Company and its creditors shall be limited to (i) any unpaid Capital Contribution which the Member has agreed to make to the Company; (ii) the amount of any distribution previously received from the Company which the Member may be required to return to the Company pursuant to Section 18-607(b) of the Delaware Act; and (iii) the unpaid balance of any other payments (if any) that the Member expressly is required, pursuant to this Agreement, to make to the Company.

SECTION 3.03 **No Control of Company**. Except as otherwise provided in this Agreement, the Member, in its capacity as such, shall not take part in the management or control of the affairs of the Company, or undertake any transactions on behalf of the Company, or have any power to sign for or otherwise to bind the Company.

SECTION 3.04 **Dissolution, Liquidation or Bankruptcy.** The dissolution, liquidation or bankruptcy of the Member shall not result in the termination of the Company, but the rights of the Member under this Agreement shall accrue to the Member's successors, estate or legal representatives. Except as expressly provided in this Agreement, no other event affecting the Member (including but not limited to insolvency) shall affect this Agreement.

ARTICLE IV

EXPENSES AND COMPENSATION

SECTION 4.01 **No Management Fee.** The Company shall not be obligated to pay to the Managers (or any Affiliate of the Managers) any management fee or similar compensation. However, the Managers shall be entitled to receive compensation from the Member and its Affiliates in the Managers' respective capacities as officers and employees of the Member and its Affiliates.

SECTION 4.02 **Expenses.** The Company shall be responsible for the payment from its own funds of all of the Company's expenses.

ARTICLE V

DISTRIBUTIONS

SECTION 5.01 **Amount, Timing and Form.** The Managers shall determine in their discretion the amount, timing and form of all distributions of Distributable Cash to be made by the Company to the sole Member.

ARTICLE VI

TAX ALLOCATIONS

SECTION 6.01 **Allocations of Net Profit or Net Loss.** As described in Articles II, III and V above, the sole Member shall be responsible for all Capital Contributions to the Company, and the Company shall make all distributions to the Member. All distributions of Net Profit or Net Loss by the Company will accordingly be made to the Member. The Company shall therefore be treated for U.S. federal income tax purposes as a "disregarded entity" of which all of the beneficial interests are held by the sole Member.

ARTICLE VII

DURATION OF THE COMPANY

SECTION 7.01 **Term of Company.** The term of the Company commenced on the filing of the Certificate with the Delaware Secretary of State and shall continue until the date on which the Company is dissolved as provided in Sections 7.02 or 7.03 or by operation of law.

SECTION 7.02 **Dissolution Upon Sale of Assets**. The Company shall be dissolved in the event of the sale or distribution by the Company of all or substantially all of the assets of the Company.

SECTION 7.03 **Dissolution by Written Consent of Member.** The sole Member may dissolve the Company at any time by written consent executed by the Member and a copy of which shall be provided to the Managers.

ARTICLE VIII

LIQUIDATION OF THE COMPANY

SECTION 8.01 **General Provisions.** Following the dissolution of the Company in accordance with Article VII hereof, the Company's assets shall be liquidated in an orderly manner. The Managers (or, at the Managers' election, another Person selected by a Majority of the Managers) shall be the liquidator to wind up the affairs of the Company pursuant to this Agreement.

SECTION 8.02 **Liquidating Distributions.** The liquidator shall pay or provide for the satisfaction of the Company's liabilities and obligations to creditors. Any Net Profit or Net Loss realized in connection with the liquidation of the Company shall be allocated to the Member pursuant to Article VI hereof, and the remaining assets of the Company shall then be distributed to the Member. In performing its duties, the liquidator is authorized to sell, exchange or otherwise dispose of the assets of the Company in such reasonable manner as the liquidator shall determine to be in the best interest of the Company and the Member.

SECTION 8.03 **Expenses of Liquidator.** The expenses incurred by the liquidator in connection with winding up the Company, and all other losses or liabilities of the Company incurred in accordance with the terms of this Agreement, shall be borne by the Company.

SECTION 8.04 **Duration of Liquidation.** A reasonable time shall be allowed for the winding up of the affairs of the Company in order to minimize any losses otherwise associated with such a winding up.

SECTION 8.05 **Duty of Care.** The liquidator shall not be liable to the Company or the Member for any loss attributable to any act or omission of the liquidator in good faith and in a manner such liquidator reasonably believed to be in, or not opposed to, the best interests of the Company in connection with the liquidation of the Company and distribution of its assets and provided that such act or omission did not constitute gross negligence, willful misconduct or a material breach of this Agreement. The liquidator may consult with counsel, investment banking firms, consultants and accountants with respect to liquidating the Company and distributing its assets and may act or omit to act in accordance with the advice of such counsel, investment banking firms, consultants or accountants, provided they shall have been selected with reasonable care.

SECTION 8.06 **No Liability for Return of Capital.** The liquidator(s), the Managers and their respective officers, directors, agents and Affiliates shall not be personally liable for the return of the Capital Contribution of the Member to the Company.

ARTICLE IX

TRANSFER OF INTERESTS

SECTION 9.01 Limitation on Transfer of Rights and Obligations of Managers. The Managers shall not assign, pledge, mortgage, hypothecate, sell or otherwise dispose of or encumber all or any part of their rights or obligations under this Agreement without the prior written consent of the Member.

SECTION 9.02 Transfer of Member Interests. Except as may otherwise be required to comply with applicable federal and state laws, the sole Member shall have the right to transfer all or any part of its interests in the Company by delivery to the Company of an assignment in writing duly executed by the Member.

ARTICLE X

INDEMNIFICATION

SECTION 10.01 General Provisions.

(a) Subject to the limitations set forth below in this Article X, each of the Managers, the Officers, the Affiliates of the Managers and the Officers, and the liquidator (if any), (each such Person being referred to hereafter as an "Indemnitee"), shall be indemnified by the Company (but only out of Company assets, including the proceeds of liability insurance) against any claim, demand, controversy, dispute, cost, loss, damage, expense (including attorneys' fees), judgment and/or liability incurred by or imposed upon the Indemnitee in connection with any action, suit or proceeding (including any proceeding before any administrative or legislative body or agency), to which the Indemnitee shall become a party or shall be threatened to become a party, by reason of the Indemnitee's being at the time the cause of action arose or thereafter, a Manager, an Officer, an Affiliate of a Manager or an Officer,, a liquidator (if any), or a director, officer, member, partner, employee, consultant or other agent of any other organization in which the Company owns an interest, which other organization the Indemnitee serves or has served as director, officer, manager, member, partner, employee, consultant or other agent at the request of the Company (whether or not the Indemnitee continues to serve in such capacity at the time such action, suit or proceeding is brought or threatened). Each Indemnitee may be entitled to such indemnification notwithstanding that the Company has sold, assigned, distributed or otherwise transferred its investment in such other organization prior to the time that such action, suit or proceeding is brought or threatened.

(b) The Indemnitee shall not be indemnified with respect to matters as to which the Indemnitee shall have been finally adjudicated in any such action, suit or proceeding (i) not to have acted in good faith and in the reasonable belief that the Indemnitee's action was in accordance with such Person's obligations to the Company or to have acted with gross negligence or a willful disregard of his duties, or in breach of his fiduciary obligations, or (ii) with respect to any criminal action or proceeding, not to have had cause to believe beyond any reasonable doubt the Indemnitee's conduct was criminal. In the event of settlement of any action, suit or proceeding brought or threatened, the indemnification provided for in this Article X shall

apply to all matters covered by the settlement except for matters as to which the Company is advised by counsel (who may be counsel regularly retained to represent the Company) that the Person seeking indemnification, in the opinion of such counsel, did not act in good faith or acted with gross negligence or a willful disregard of such Person's duties, or in breach of such Person's fiduciary obligations, or, with respect to any criminal action or proceeding, that the Person seeking indemnification had reasonable cause to believe such Person's conduct was criminal.

(c) The right of indemnification provided for in this Article X shall be in addition to any rights to which any Indemnitee may otherwise be entitled and shall inure to the benefit of the executors, administrators, personal representatives, successors or assigns of each such Indemnitee. Such Indemnitee shall first use reasonable efforts to pursue other readily available sources of indemnification before pursuing a claim for indemnification against the Company under this Article X.

SECTION 10.02 Advance Payment of Expenses. The Company shall pay the expenses incurred by an Indemnitee in defending a civil or criminal action, suit or proceeding, or in opposing any claim arising in connection with any potential or threatened civil or criminal action, suit or proceeding, in advance of the final disposition of such action, suit or proceeding, upon receipt of an undertaking by such Indemnitee satisfactory to the Managers to repay such payment if he shall be determined to be not entitled to indemnification therefor as provided herein; provided, however, that in such instance the Indemnitee is not commencing an action, suit, or proceeding against the Company, or defending an action, suit or proceeding commenced against the Indemnitee by the Company, or opposing a claim by the Company arising in connection with any such potential or threatened action, suit or proceeding.

SECTION 10.03 Insurance. At its election, the Managers may cause the Company to purchase and maintain insurance, at the expense of the Company and to the extent available, for the protection of the Managers, the Officers, the Affiliates of the Managers and the Officers, any liquidator, and the directors, officers, employees, consultants or other agents of any such Person, against any liability incurred by any such Person in any such capacity or arising out of his status as such, whether or not the Company has the power to indemnify such Person against such liability. The Managers may also cause the Company to purchase and maintain insurance for the protection of any officer, director, employee, consultant or other agent of any other organization in which the Company owns an interest or of which the Company is a creditor against similar liabilities, whether or not the Company has the power to indemnify any such Person against such liabilities.

ARTICLE XI

ACCOUNTING; RECORDS AND REPORTS

SECTION 11.01 Fiscal Year. The fiscal year of the Company shall be the calendar year, or such other year as required by the Code.

SECTION 11.02 Keeping of Accounts and Records. At all times the Managers shall cause to be kept proper and complete books of account, in which shall be entered fully and

accurately the transactions of the Company. Such books of account, together with (i) an executed copy of this Agreement (and any amendments hereto); (ii) the Certificate of the Company (and any amendments thereto); (iii) executed copies of any powers of attorney pursuant to which any of the aforesaid documents has been executed; and (iv) financial statements of the Company for each of the prior three years, shall at all times be maintained at the location specified in Section 1.02 hereof.

SECTION 11.03 **Inspection Rights.** Until the liquidation of the Company has been completed, the Member may examine the Company's books, records, accounts and assets, including bank balances, and may make, or cause to be made, any audit thereof at the Company's expense.

SECTION 11.04 **Reports.** The Managers shall prepare and transmit to the Member at the Company's expense such financial and other reports as shall be determined from time to time by the Member.

ARTICLE XII

WAIVER AND AMENDMENT

SECTION 12.01 **Waiver and Amendment.** Except for any waiver or amendment of the provisions of Sections 2.5 and 10.01 through 10.03 hereof which would adversely affect any Manager (or any Affiliate of a Manager), the terms and provisions of this Agreement may be waived, modified, terminated or amended at any time by the sole Member. The sole Member shall not waive or amend any provision of Sections 2.05 or 10.01 through 10.03 hereof in such a manner as would adversely affect any Manager (or any Affiliate of a Manager) without the written consent of such Manager.

ARTICLE XIII

GENERAL PROVISIONS

SECTION 13.01 **Notices.** Except where otherwise specifically provided in this Agreement, all notices, requests, consents, approvals and statements shall be in writing and shall be deemed to have been properly given by (i) personal delivery, (ii) first class mail, postage prepaid, (iii) electronic facsimile transmission, or (iv) courier service, addressed in each case: if to the Company, at the address where the Company's books and records are maintained as specified in Section 1.02 hereof; if to a Manager, at such Manager's address set forth in Schedule A; and if to the Member, to the Member's address set forth in Schedule A, or, in each case, to such other address or addresses (and/or by e-mail or other manner of delivery) as the addressee may have specified by written notice as aforesaid.

SECTION 13.02 **Binding on Successors**. This Agreement shall be binding upon and inure to the benefit of the respective heirs, successors, assigns and legal representatives of the parties hereto.

SECTION 13.03 **Counterparts.** This Agreement or any amendment hereto may be signed in any number of counterparts, each of which shall be an original, but all of which taken together shall constitute one agreement (or amendment, as the case may be).

SECTION 13.04 **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware.

SECTION 13.05 **Construction.** Whenever the content of this Agreement permits, the masculine gender shall include the feminine and neuter genders, and reference to singular or plural shall be interchangeable with the other. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the other provisions, and this Agreement shall be construed and reformed in all respects as if any such invalid or unenforceable provision(s) were omitted in order to give effect to the intent and purposes of this Agreement. References in this Agreement to particular sections of the Code or the Delaware Act shall be deemed to refer to such sections or provisions of the Code or the Delaware Act (or any successor legislation) as they may be amended after the date of this Agreement.

ARTICLE XIV

CERTAIN DEFINITIONS

SECTION 14.01 **Certain Definitions**. For purposes of this Agreement, the following terms have the respective meanings set forth below:

"Affiliate " means, with respect to the Person to which it refers, a Person that either (i) directly or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with, such Person or (ii) is the successor or assign to such Person.

"Agreement" means this Limited Liability Company Agreement, as it may be subsequently amended or restated in accordance with its terms.

"Capital Contribution " means the aggregate amount of cash or other property contributed by the Member to the Company pursuant to this Agreement.

"Certificate " means the certificate of formation of the Company and any amendments or restatements thereof as filed with the Delaware Secretary of State under the Delaware Act.

"Code " means the United States Internal Revenue Code of 1986 and the rules and regulations promulgated thereunder, as amended from time to time, or any successor statute thereto.

"Delaware Act" means the Delaware Limited Liability Company Act, as amended from time to time.

"Distributable Cash " means all cash of the Company that the Managers determine is available for distribution to the Member after the payment or provision for payment by the Company of all expenses incurred by the Company and in collecting any amounts then owed to the Company and so attributable.

"Indemnitee " shall have the meaning set forth in Section 10.01.

"Majority of the Managers" means (i) at least four of the Managers if there are then six Managers, (ii) at least three of the Managers if there are then five or four Managers, (iii) at least two of the Managers if there are then three Managers, and (ii) both of the Managers if there are then only two Managers.

"Manager" means each of the Persons then serving as a Manager of the Company in accordance to Section 2.01 hereof, in his capacity as a Manager of the LLC.

"Member" means Clean Harbors Disposal Services, Inc., a Delaware corporation.

"Net Profit" or "Net Loss " means, with respect to any fiscal year, the sum of the Company's: (a) net profit or loss as determined in accordance with the Code and the Regulations thereunder, and (b) any income exempt from federal income tax, after deduction of all expenses properly chargeable to the Company for such fiscal year (whether deductible or non-deductible and whether described in Section 705(a)(2)(B) of the Code, treated as so described pursuant to Treasury Regulations Section 1.704-1(b)(2)(iv)(i), or otherwise). For this purpose, Net Profit or Net Loss shall be determined in accordance with tax accounting principles rather than generally accepted accounting principles, and any expenses required to be capitalized and included in the Company's adjusted tax basis in any asset or which reduce the amount realized by the Company on the disposition of any asset shall be disregarded.

"Officers" means the President, the Senior Vice President, the Treasurer, the Secretary, and any such other officers of the Company as shall be elected by a Majority of the Managers or the sole Member in accordance with Section 2.02(a) hereof.

"Person " means any individual, general partnership, limited partnership, limited liability company, corporation, joint venture, trust, business trust, cooperative or association and the heirs, executors, administrators, legal representative, successors and assigns of such Person where the context so admits.

"Treasury Regulations" mean the Regulations promulgated by the United States Department of the Treasury under the Code, as amended.

IN WITNESS WHEREOF, the undersigned have executed this Limited Liability Company Agreement as of the effective date first above written.

MANAGERS:

/s/ Eric W. Gerstenberg
Eric W. Gerstenberg

/s/ Gene A. Cookson
Gene A. Cookson

/s/ Stephen H. Moynihan
Stephen H. Moynihan

/s/ Roger A. Koenecke
Roger A. Koenecke

/s/ Carl Paschetag
Carl Paschetag

/s/ William J. Geary
William J. Geary

MEMBER:

CLEAN HARBORS DISPOSAL SERVICES, INC.

By: /s/ Stephen H. Moynihan
Stephen H. Moynihan
Senior Vice President

CLEAN HARBORS TENNESSEE, LLC

SCHEDULE A

Name and Address

Managers:

Eric W. Gerstenberg
c/o Clean Harbors, Inc.
1501 Washington Street
Braintree, MA 02184

Gene A. Cookson
c/o Clean Harbors, Inc.
1501 Washington Street
Braintree, MA 02184

Stephen H. Moynihan
c/o Clean Harbors, Inc.
1501 Washington Street
Braintree, MA 02184

Roger A. Koenecke
c/o Clean Harbors, Inc.
1501 Washington Street
Braintree, MA 02184

Carl Paschetag
c/o Clean Harbors, Inc.
1501 Washington Street
Braintree, MA 02184

William J. Geary
c/o Clean Harbors, Inc.
1501 Washington Street
Braintree, MA 02184

Sole Member:

Clean Harbors Disposal Services, Inc.
1501 Washington Street
Braintree, MA 02184

Exhibit 3.51

Clean Harbors Westmorland, LLC

CERTIFICATE OF FORMATION

Pursuant to the provisions of Section 18-201 of the Limited Liability Company Act of the State of Delaware (the "Act"), the undersigned, being duly authorized, hereby certifies and states as follows:

1. Name of the Limited Liability Company. The name of the limited liability company formed hereby is Clean Harbors Westmorland, LLC (the "LLC").

2. Registered Agent and Office of the LLC. The name of the registered agent of the LLC in the State of Delaware is Capitol Corporate Services, Inc. and the registered office address of the registered agent for the purposes of Section 18-104 of the Act is 32 Loockerman Square, Suite 109, Dover, Kent County, Delaware 19901.

IN WITNESS WHEREOF, the undersigned hereby affirms that the facts stated herein are true, this 30th day of April, 2002.

/s/ C. Michael Malm
C. Michael Malm, Authorized Person

CLEAN HARBORS WESTMORLAND, LLC

LIMITED LIABILITY COMPANY AGREEMENT

LIMITED LIABILITY COMPANY AGREEMENT effective as of May 1, 2002, by and among Eric W. Gerstenberg, Gene A. Cookson, Stephen H. Moynihan, Roger A. Koenecke, Carl Paschetag, and William J. Geary, as Managers; and Clean Harbors, Inc., a Massachusetts corporation, as the sole Member. Certain capitalized terms used herein have the respective meanings set forth in Section 14.01 hereof.

ARTICLE I
CAPITAL CORPORATE SERVICES, INC.,
ORGANIZATION

SECTION 1.01 Formation of the Company. Clean Harbors Westmorland, LLC (the "Company") has been formed as a limited liability company under the Delaware Limited Liability Company Act *(6 Del. C § 18-101, et seq.)*, as amended from time to time (the "Delaware Act"), through the filing of the Certificate with the Delaware Secretary of State on the effective date of this Agreement. The parties hereto agree to conduct the business of the Company in accordance with the provisions of the Act and of this Agreement.

SECTION 1.02 Name, Registered Office, and Maintenance of Books and Records. The name of the Company is "Clean Harbors Westmorland, LLC." The initial address of the Company's registered office in Delaware is 32 Lookerman Square, Suite 109, Dover, Dent County, Delaware 19901, and its initial agent at such address for service of process is Capitol Corporate Services, Inc. The Company's books and records shall be maintained at c/o Clean Harbors, Inc., 1501 Washington Street, Braintree, Massachusetts 02184. A Majority of the Managers may change the location at which the Company's books and records shall be maintained to such other location within the United States as such Managers may determine at any time, upon written notice to the Member stating such new location. A Majority of the Managers may also change the Company's registered agent from time to time in their sole discretion.

SECTION 1.03 Purposes. The purposes and objectives of the Company are to own, lease, manage and/or operate a licensed hazardous waste facility, to provide environmental services, and to engage in any other lawful activities allowed to be conducted by a limited liability company.

SECTION 1.04 Powers. Subject to the terms of this Agreement, and consistent with the purposes stated in Section 1.03 hereof, the Company shall have the following powers: (i) to enter into all agreements and engage in all activities and transactions necessary or advisable to carry out the Company's purposes; and (ii) to have all other powers available to it as a limited liability company organized under the laws of the State of Delaware. Without limitation of the foregoing, the Company shall have the powers: to acquire and dispose of assets and other property; to act as a general partner, limited partner, manager and/or member of any other Person; negotiate, enter into, and modify agreements including, without limitation, partnership

agreements, limited liability company agreements, and leases or subleases of any real estate or personal property; to incur obligations for and in connection with its business; to borrow money and provide guarantees for the obligations of other Persons and, if required by any lender, as security therefor to mortgage, pledge and grant security interests in all or any part of the assets and other property owned by the Company; to repay, in whole or in part, refinance, consolidate, recast, increase, modify or extend any loans which may affect any of the assets and other property owned by the Company; and to execute any and all other documents and instruments and exercise all powers necessary or appropriate to carry out the business of the Company.

ARTICLE II

CONDUCT AND MANAGEMENT OF THE LLC

SECTION 2.01 Managers. Except as otherwise provided in this Agreement for actions which require or permit approval by the sole Member, the business of the Company shall be under the control of the Managers. The names and current addresses of the initial Managers are as described in Schedule A hereto. One or more substitute or additional Managers may be elected at any time in the future by the sole Member. Each of the original Managers and any such substitute or additional Managers shall serve as a Manager until either (i) his voluntary resignation as a Manager, or (ii) his removal as a Manager with or without cause at any time by a Majority of the Managers or the sole Member. The Managers shall not be required to make any Capital Contributions to the Company.

SECTION 2.02 Officers.

(a) In order to facilitate the day-to-day operation of the Company's business, the Company shall have the following Officers: a President, Senior Vice Presidents, a Treasurer and a Secretary, and any such additional Officers as a Majority of the Managers may from time to time deem appropriate. The President shall be a Manager, but none of the other Officers need be a Manager. Unless otherwise determined from time to time by a Majority of the Managers or by the sole Member, Eric W. Gerstenberg shall be the President, Steven H. Moynihan shall be a Senior Vice President and an Assistant Treasurer, Roger Koenecke shall be a Senior Vice President, Carl Paschetag shall be the Treasurer, William J. Geary shall be a Vice President and the Assistant Secretary, and C. Michael Malm shall be Secretary. Unless otherwise determined from time to time by a Majority of the Managers or the sole Member, the President shall be the chief executive officer of the LLC, the Treasurer shall be responsible for maintaining the funds and financial books and records of the LLC, and the Secretary shall be responsible for maintaining the records of actions (whether by written consent or meeting) of the Managers and of the sole Member and the other non-financial records of the LLC. Each of the Officers of the LLC may be removed (and his successors elected) at any time by a Majority of the Managers or the sole Member.

(b) Except as may otherwise be determined from time to time by a Majority of the Managers or the sole Member, the Managers hereby delegate to the President and any Senior Vice President then in office full authority to act on behalf of the LLC. Except as may otherwise be determined from time to time by a Majority of the Managers or the sole Member, each of the President and Senior Vice Presidents shall have, without further approval or consent of any of

the other Managers or the sole Member, full authority: to acquire and dispose of assets and other property on behalf of the LLC; to negotiate, enter into, execute or modify agreements on behalf of the LLC including, without limitation, partnership agreements, limited liability company agreements, and leases or subleases of any real estate or personal property; to incur obligations for and on behalf of the LLC for and in connection with its business; to borrow money and provide guarantees for the obligations of other Persons and, if required by any lender, as security therefor to mortgage, pledge and grant security interests in all or any part of the assets and other property owned by the Company; to repay, in whole or in part, refinance, consolidate, recast, increase, modify or extend any loans which may affect any of the assets and other property owned by the Company; and to execute any and all other documents and instruments and exercise all powers necessary or appropriate to carry out the business of the Company.

SECTION 2.03 Authorization.

(a) Every contract, agreement, and other instrument executed on behalf of the Company by any Manager, the President or any Senior Vice President, or by another Officer of the Company, if such execution is authorized by a Majority of the Managers, shall be conclusive evidence in favor of every person or entity relying thereon or claiming thereunder that at the time of the delivery thereof (i) the Company was in existence, (ii) this Agreement had not been terminated or canceled or amended in any manner so as to restrict such authority (except as shown in the Certificate or other instrument duly filed with the Secretary of State of the State of Delaware), and (iii) the execution and delivery of such instrument were duly authorized by the Managers and/or the sole Member to the extent required.

(b) Any person or entity dealing with the Company may always rely on a certificate signed by any Manager, the President, any Senior Vice President, the Secretary or an Assistant Secretary:

(i) as to who are the Managers, the Officers or the Member of the Company,

(ii) as to the existence or nonexistence of any fact or facts which (A) constitute conditions precedent to acts by the Company, or (B) are in any other manner germane to the affairs of the Company,

(iii) as to who is authorized to execute and deliver any instrument or document on behalf of the Company,

(iv) as to the authenticity of any copy of this Agreement and amendments thereto, or

(v) as to any act or failure to act by the Company, or as to any other matter whatsoever involving the Company or any Manager or Officer or Member of the Company.

SECTION 2.04 Actions by Managers or the Sole Member. Approval of any action by the Company which under the terms of this Agreement requires approval by a Majority of the Managers may be granted either by a written consent signed by a Majority of the Managers or by an affirmative vote of a Majority of the Managers at a meeting held for such purpose either with or without prior notice. Any Manager may participate in any such meeting by telephone if all

Managers participating in any such meeting shall be able to hear the other participating Managers. The participation of a Majority of the Managers shall constitute a quorum for all purposes. If any action is approved by a Majority of the Managers but any Manager shall not sign any written consent by which, or shall not participate in any meeting at which, such approval was granted, the Secretary of the Company shall promptly provide to such Manager following the date of such written consent or meeting a copy of such written consent or minutes of such meeting. Any action taken by the sole Member under the terms of this Agreement shall be by written consent of the sole Member.

SECTION 2.05 **Duty of Care.** The sole Member acknowledges that decisions concerning the Company's activities will involve the exercise of judgment and a risk of loss. The Managers, the Officers and their Affiliates shall not be liable to the Company or the Member for any loss suffered by the Company or the Member which arises out of any action or omission of a Manager, an Officer or any Affiliate of a Manager or an Officer, provided that (i) such Manager, Officer or Affiliate determined, in good faith, that such course of conduct was in, or not opposed to, the best interest of the Company or was otherwise permitted by this Agreement, and (ii) such course of conduct did not constitute gross negligence or willful malfeasance, a material breach of this Agreement, or an intentional violation of federal or state law by such Manager, Officer or Affiliate. The Managers, the Officers, and their Affiliates shall not be liable for the negligence, whether of omission or commission, dishonesty or bad faith of any employee, broker or other agent of the Company selected by the Managers or the Officers with reasonable care. Furthermore, the Managers, the Officers, and their Affiliates shall be entitled to indemnification by the Company to the extent provided in Article X hereof.

ARTICLE III

MEMBER

SECTION 3.01 **Name, Address, and Capital Contribution**. The name and current address of the sole Member are as described in Schedule A hereto. On and after the date of this Agreement, the Member shall make to the Company either in cash or in other tangible or intangible property such Capital Contributions as shall be determined by the Member. The Treasurer shall record the Member's Capital Contributions on the financial records of the Company.

SECTION 3.02 **Limited Liability.** In accordance with the Delaware Act, the liability of the Member to the Company and its creditors shall be limited to (i) any unpaid Capital Contribution which the Member has agreed to make to the Company; (ii) the amount of any distribution previously received from the Company which the Member may be required to return to the Company pursuant to Section 18-607(b) of the Delaware Act; and (iii) the unpaid balance of any other payments (if any) that the Member expressly is required, pursuant to this Agreement, to make to the Company.

SECTION 3.03 **No Control of Company**. Except as otherwise provided in this Agreement, the Member, in its capacity as such, shall not take part in the management or control of the affairs of the Company, or undertake any transactions on behalf of the Company, or have any power to sign for or otherwise to bind the Company.

SECTION 3.04 **Dissolution, Liquidation or Bankruptcy.** The dissolution, liquidation or bankruptcy of the Member shall not result in the termination of the Company, but the rights of the Member under this Agreement shall accrue to the Member's successors, estate or legal representatives. Except as expressly provided in this Agreement, no other event affecting the Member (including but not limited to insolvency) shall affect this Agreement.

ARTICLE IV

EXPENSES AND COMPENSATION

SECTION 4.01 **No Management Fee.** The Company shall not be obligated to pay to the Managers (or any Affiliate of the Managers) any management fee or similar compensation. However, the Managers shall be entitled to receive compensation from the Member and its Affiliates in the Managers' respective capacities as officers and employees of the Member and its Affiliates.

SECTION 4.02 **Expenses.** The Company shall be responsible for the payment from its own funds of all of the Company's expenses.

ARTICLE V

DISTRIBUTIONS

SECTION 5.01 **Amount, Timing and Form.** The Managers shall determine in their discretion the amount, timing and form of all distributions of Distributable Cash to be made by the Company to the sole Member.

ARTICLE VI

TAX ALLOCATIONS

SECTION 6.01 **Allocations of Net Profit or Net Loss.** As described in Articles II, III and V above, the sole Member shall be responsible for all Capital Contributions to the Company, and the Company shall make all distributions to the Member. All distributions of Net Profit or Net Loss by the Company will accordingly be made to the Member. The Company shall therefore be treated for U.S. federal income tax purposes as a "disregarded entity" of which all of the beneficial interests are held by the sole Member.

ARTICLE VII

DURATION OF THE COMPANY

SECTION 7.01 **Term of Company.** The term of the Company commenced on the filing of the Certificate with the Delaware Secretary of State and shall continue until the date on which the Company is dissolved as provided in Sections 7.02 or 7.03 or by operation of law.

SECTION 7.02 **Dissolution Upon Sale of Assets**. The Company shall be dissolved in the event of the sale or distribution by the Company of all or substantially all of the assets of the Company.

SECTION 7.03 **Dissolution by Written Consent of Member.** The sole Member may dissolve the Company at any time by written consent executed by the Member and a copy of which shall be provided to the Managers.

ARTICLE VIII

LIQUIDATION OF THE COMPANY

SECTION 8.01 **General Provisions.** Following the dissolution of the Company in accordance with Article VII hereof, the Company's assets shall be liquidated in an orderly manner. The Managers (or, at the Managers' election, another Person selected by a Majority of the Managers) shall be the liquidator to wind up the affairs of the Company pursuant to this Agreement.

SECTION 8.02 **Liquidating Distributions.** The liquidator shall pay or provide for the satisfaction of the Company's liabilities and obligations to creditors. Any Net Profit or Net Loss realized in connection with the liquidation of the Company shall be allocated to the Member pursuant to Article VI hereof, and the remaining assets of the Company shall then be distributed to the Member. In performing its duties, the liquidator is authorized to sell, exchange or otherwise dispose of the assets of the Company in such reasonable manner as the liquidator shall determine to be in the best interest of the Company and the Member.

SECTION 8.03 **Expenses of Liquidator.** The expenses incurred by the liquidator in connection with winding up the Company, and all other losses or liabilities of the Company incurred in accordance with the terms of this Agreement, shall be borne by the Company.

SECTION 8.04 **Duration of Liquidation.** A reasonable time shall be allowed for the winding up of the affairs of the Company in order to minimize any losses otherwise associated with such a winding up.

SECTION 8.05 **Duty of Care.** The liquidator shall not be liable to the Company or the Member for any loss attributable to any act or omission of the liquidator in good faith and in a manner such liquidator reasonably believed to be in, or not opposed to, the best interests of the Company in connection with the liquidation of the Company and distribution of its assets and provided that such act or omission did not constitute gross negligence, willful misconduct or a material breach of this Agreement. The liquidator may consult with counsel, investment banking firms, consultants and accountants with respect to liquidating the Company and distributing its assets and may act or omit to act in accordance with the advice of such counsel, investment banking firms, consultants or accountants, provided they shall have been selected with reasonable care.

SECTION 8.06 **No Liability for Return of Capital.** The liquidator(s), the Managers and their respective officers, directors, agents and Affiliates shall not be personally liable for the return of the Capital Contribution of the Member to the Company.

ARTICLE IX

TRANSFER OF INTERESTS

SECTION 9.01 Limitation on Transfer of Rights and Obligations of Managers. The Managers shall not assign, pledge, mortgage, hypothecate, sell or otherwise dispose of or encumber all or any part of their rights or obligations under this Agreement without the prior written consent of the Member.

SECTION 9.02 Transfer of Member Interests. Except as may otherwise be required to comply with applicable federal and state laws, the sole Member shall have the right to transfer all or any part of its interests in the Company by delivery to the Company of an assignment in writing duly executed by the Member.

ARTICLE X

INDEMNIFICATION

SECTION 10.01 General Provisions.

(a) Subject to the limitations set forth below in this Article X, each of the Managers, the Officers, the Affiliates of the Managers and the Officers, and the liquidator (if any), (each such Person being referred to hereafter as an "Indemnitee"), shall be indemnified by the Company (but only out of Company assets, including the proceeds of liability insurance) against any claim, demand, controversy, dispute, cost, loss, damage, expense (including attorneys' fees), judgment and/or liability incurred by or imposed upon the Indemnitee in connection with any action, suit or proceeding (including any proceeding before any administrative or legislative body or agency), to which the Indemnitee shall become a party or shall be threatened to become a party, by reason of the Indemnitee's being at the time the cause of action arose or thereafter, a Manager, an Officer, an Affiliate of a Manager or an Officer,, a liquidator (if any), or a director, officer, member, partner, employee, consultant or other agent of any other organization in which the Company owns an interest, which other organization the Indemnitee serves or has served as director, officer, manager, member, partner, employee, consultant or other agent at the request of the Company (whether or not the Indemnitee continues to serve in such capacity at the time such action, suit or proceeding is brought or threatened). Each Indemnitee may be entitled to such indemnification notwithstanding that the Company has sold, assigned, distributed or otherwise transferred its investment in such other organization prior to the time that such action, suit or proceeding is brought or threatened.

(b) The Indemnitee shall not be indemnified with respect to matters as to which the Indemnitee shall have been finally adjudicated in any such action, suit or proceeding (i) not to have acted in good faith and in the reasonable belief that the Indemnitee's action was in accordance with such Person's obligations to the Company or to have acted with gross negligence or a willful disregard of his duties, or in breach of his fiduciary obligations, or (ii) with respect to any criminal action or proceeding, not to have had cause to believe beyond any reasonable doubt the Indemnitee's conduct was criminal. In the event of settlement of any action, suit or proceeding brought or threatened, the indemnification provided for in this Article X shall

apply to all matters covered by the settlement except for matters as to which the Company is advised by counsel (who may be counsel regularly retained to represent the Company) that the Person seeking indemnification, in the opinion of such counsel, did not act in good faith or acted with gross negligence or a willful disregard of such Person's duties, or in breach of such Person's fiduciary obligations, or, with respect to any criminal action or proceeding, that the Person seeking indemnification had reasonable cause to believe such Person's conduct was criminal.

(c) The right of indemnification provided for in this Article X shall be in addition to any rights to which any Indemnitee may otherwise be entitled and shall inure to the benefit of the executors, administrators, personal representatives, successors or assigns of each such Indemnitee. Such Indemnitee shall first use reasonable efforts to pursue other readily available sources of indemnification before pursuing a claim for indemnification against the Company under this Article X.

SECTION 10.02 Advance Payment of Expenses. The Company shall pay the expenses incurred by an Indemnitee in defending a civil or criminal action, suit or proceeding, or in opposing any claim arising in connection with any potential or threatened civil or criminal action, suit or proceeding, in advance of the final disposition of such action, suit or proceeding, upon receipt of an undertaking by such Indemnitee satisfactory to the Managers to repay such payment if he shall be determined to be not entitled to indemnification therefor as provided herein; provided, however, that in such instance the Indemnitee is not commencing an action, suit, or proceeding against the Company, or defending an action, suit or proceeding commenced against the Indemnitee by the Company, or opposing a claim by the Company arising in connection with any such potential or threatened action, suit or proceeding.

SECTION 10.03 Insurance. At its election, the Managers may cause the Company to purchase and maintain insurance, at the expense of the Company and to the extent available, for the protection of the Managers, the Officers, the Affiliates of the Managers and the Officers, any liquidator, and the directors, officers, employees, consultants or other agents of any such Person, against any liability incurred by any such Person in any such capacity or arising out of his status as such, whether or not the Company has the power to indemnify such Person against such liability. The Managers may also cause the Company to purchase and maintain insurance for the protection of any officer, director, employee, consultant or other agent of any other organization in which the Company owns an interest or of which the Company is a creditor against similar liabilities, whether or not the Company has the power to indemnify any such Person against such liabilities.

ARTICLE XI

ACCOUNTING; RECORDS AND REPORTS

SECTION 11.01 Fiscal Year. The fiscal year of the Company shall be the calendar year, or such other year as required by the Code.

SECTION 11.02 Keeping of Accounts and Records. At all times the Managers shall cause to be kept proper and complete books of account, in which shall be entered fully and

accurately the transactions of the Company. Such books of account, together with (i) an executed copy of this Agreement (and any amendments hereto); (ii) the Certificate of the Company (and any amendments thereto); (iii) executed copies of any powers of attorney pursuant to which any of the aforesaid documents has been executed; and (iv) financial statements of the Company for each of the prior three years, shall at all times be maintained at the location specified in Section 1.02 hereof.

SECTION 11.03 Inspection Rights. Until the liquidation of the Company has been completed, the Member may examine the Company's books, records, accounts and assets, including bank balances, and may make, or cause to be made, any audit thereof at the Company's expense.

SECTION 11.04 Reports. The Managers shall prepare and transmit to the Member at the Company's expense such financial and other reports as shall be determined from time to time by the Member.

ARTICLE XII

WAIVER AND AMENDMENT

SECTION 12.01 Waiver and Amendment. Except for any waiver or amendment of the provisions of Sections 2.5 and 10.01 through 10.03 hereof which would adversely affect any Manager (or any Affiliate of a Manager), the terms and provisions of this Agreement may be waived, modified, terminated or amended at any time by the sole Member. The sole Member shall not waive or amend any provision of Sections 2.05 or 10.01 through 10.03 hereof in such a manner as would adversely affect any Manager (or any Affiliate of a Manager) without the written consent of such Manager.

ARTICLE XIII

GENERAL PROVISIONS

SECTION 13.01 Notices. Except where otherwise specifically provided in this Agreement, all notices, requests, consents, approvals and statements shall be in writing and shall be deemed to have been properly given by (i) personal delivery, (ii) first class mail, postage prepaid, (iii) electronic facsimile transmission, or (iv) courier service, addressed in each case: if to the Company, at the address where the Company's books and records are maintained as specified in Section 1.02 hereof; if to a Manager, at such Manager's address set forth in Schedule A; and if to the Member, to the Member's address set forth in Schedule A, or, in each case, to such other address or addresses (and/or by e-mail or other manner of delivery) as the addressee may have specified by written notice as aforesaid.

SECTION 13.02 Binding on Successors. This Agreement shall be binding upon and inure to the benefit of the respective heirs, successors, assigns and legal representatives of the parties hereto.

SECTION 13.03 **Counterparts.** This Agreement or any amendment hereto may be signed in any number of counterparts, each of which shall be an original, but all of which taken together shall constitute one agreement (or amendment, as the case may be).

SECTION 13.04 **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware.

SECTION 13.05 **Construction.** Whenever the content of this Agreement permits, the masculine gender shall include the feminine and neuter genders, and reference to singular or plural shall be interchangeable with the other. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the other provisions, and this Agreement shall be construed and reformed in all respects as if any such invalid or unenforceable provision(s) were omitted in order to give effect to the intent and purposes of this Agreement. References in this Agreement to particular sections of the Code or the Delaware Act shall be deemed to refer to such sections or provisions of the Code or the Delaware Act (or any successor legislation) as they may be amended after the date of this Agreement.

ARTICLE XIV

CERTAIN DEFINITIONS

SECTION 14.01 **Certain Definitions**. For purposes of this Agreement, the following terms have the respective meanings set forth below:

"Affiliate " means, with respect to the Person to which it refers, a Person that either (i) directly or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with, such Person or (ii) is the successor or assign to such Person.

"Agreement" means this Limited Liability Company Agreement, as it may be subsequently amended or restated in accordance with its terms.

"Capital Contribution " means the aggregate amount of cash or other property contributed by the Member to the Company pursuant to this Agreement.

"Certificate " means the certificate of formation of the Company and any amendments or restatements thereof as filed with the Delaware Secretary of State under the Delaware Act.

"Code " means the United States Internal Revenue Code of 1986 and the rules and regulations promulgated thereunder, as amended from time to time, or any successor statute thereto.

"Delaware Act" means the Delaware Limited Liability Company Act, as amended from time to time.

"Distributable Cash " means all cash of the Company that the Managers determine is available for distribution to the Member after the payment or provision for payment by the Company of all expenses incurred by the Company and in collecting any amounts then owed to the Company and so attributable.

“Indemnitee “ shall have the meaning set forth in Section 10.01.

“Majority of the Managers” means (i) at least four of the Managers if there are then six Managers, (ii) at least three of the Managers if there are then five or four Managers, (iii) at least two of the Managers if there are then three Managers, and (ii) both of the Managers if there are then only two Managers.

“Manager” means each of the Persons then serving as a Manager of the Company in accordance to Section 2.01 hereof, in his capacity as a Manager of the LLC.

“Member” means Clean Harbors, Inc., a Massachusetts corporation.

“Net Profit” or “Net Loss “ means, with respect to any fiscal year, the sum of the Company’s: (a) net profit or loss as determined in accordance with the Code and the Regulations thereunder, and (b) any income exempt from federal income tax, after deduction of all expenses properly chargeable to the Company for such fiscal year (whether deductible or non-deductible and whether described in Section 705(a)(2)(B) of the Code, treated as so described pursuant to Treasury Regulations Section 1.704-1(b)(2)(iv)(i), or otherwise). For this purpose, Net Profit or Net Loss shall be determined in accordance with tax accounting principles rather than generally accepted accounting principles, and any expenses required to be capitalized and included in the Company’s adjusted tax basis in any asset or which reduce the amount realized by the Company on the disposition of any asset shall be disregarded.

“Officers” means the President, the Senior Vice President, the Treasurer, the Secretary, and any such other officers of the Company as shall be elected by a Majority of the Managers or the sole Member in accordance with Section 2.02(a) hereof.

“Person “ means any individual, general partnership, limited partnership, limited liability company, corporation, joint venture, trust, business trust, cooperative or association and the heirs, executors, administrators, legal representative, successors and assigns of such Person where the context so admits.

“Treasury Regulations” mean the Regulations promulgated by the United States Department of the Treasury under the Code, as amended.

IN WITNESS WHEREOF, the undersigned have executed this Limited Liability Company Agreement as of the effective date first above written.

MANAGERS:

/s/ Eric W. Gerstenberg
Eric W. Gerstenberg

/s/ Gene A. Cookson
Gene A. Cookson

/s/ Stephen H. Moynihan
Stephen H. Moynihan

/s/ Roger A. Koenecke
Roger A. Koenecke

/s/ Carl Paschetag
Carl Paschetag

/s/ William J. Geary
William J. Geary

MEMBER:

CLEAN HARBORS, INC.

By: /s/ Stephen H. Moynihan
Stephen H. Moynihan
Senior Vice President

CLEAN HARBORS WESTMORLAND, LLC

SCHEDULE A

Name and Address

Managers:

Eric W. Gerstenberg
c/o Clean Harbors, Inc.
1501 Washington Street
Braintree, MA 02184

Gene A. Cookson
c/o Clean Harbors, Inc.
1501 Washington Street
Braintree, MA 02184

Stephen H. Moynihan
c/o Clean Harbors, Inc.
1501 Washington Street
Braintree, MA 02184

Roger A. Koenecke
c/o Clean Harbors, Inc.
1501 Washington Street
Braintree, MA 02184

Carl Paschetag
c/o Clean Harbors, Inc.
1501 Washington Street
Braintree, MA 02184

William J. Geary
c/o Clean Harbors, Inc.
1501 Washington Street
Braintree, MA 02184

Sole Member:

Clean Harbors, Inc.
1501 Washington Street
Braintree, MA 02184

Clean Harbors White Castle, LLC

CERTIFICATE OF FORMATION

Pursuant to the provisions of Section 18-201 of the Limited Liability Company Act of the State of Delaware (the "Act"), the undersigned, being duly authorized, hereby certifies and states as follows:

1. Name of the Limited Liability Company. The name of the limited liability company formed hereby is Clean Harbors White Castle, LLC (the "LLC").

2. Registered Agent and Office of the LLC. The name of the registered agent of the LLC in the State of Delaware is Capitol Corporate Services, Inc. and the registered office address of the registered agent for the purposes of Section 18-104 of the Act is 32 Loockerman Square, Suite 109, Dover, Kent County, Delaware 19901.

IN WITNESS WHEREOF, the undersigned hereby affirms that the facts stated herein are true, this 30th day of April, 2002.

/s/ C. Michael Malm
C. Michael Malm, Authorized Person

CLEAN HARBORS WHITE CASTLE, LLC

LIMITED LIABILITY COMPANY AGREEMENT

LIMITED LIABILITY COMPANY AGREEMENT effective as of May 1, 2002, by and among Eric W. Gerstenberg, Gene A. Cookson, Stephen H. Moynihan, Roger A. Koenecke, Carl Paschetag, and William J. Geary, as Managers; and Clean Harbors Disposal Services, Inc., a Delaware corporation, as the sole Member. Certain capitalized terms used herein have the respective meanings set forth in Section 14.01 hereof.

ARTICLE I
CAPITAL CORPORATE SERVICES, INC.,
ORGANIZATION

SECTION 1.01 Formation of the Company. Clean Harbors White Castle, LLC (the "Company") has been formed as a limited liability company under the Delaware Limited Liability Company Act *(6 Del. C § 18-101, et seq.)*, as amended from time to time (the "Delaware Act"), through the filing of the Certificate with the Delaware Secretary of State on the effective date of this Agreement. The parties hereto agree to conduct the business of the Company in accordance with the provisions of the Act and of this Agreement.

SECTION 1.02 Name, Registered Office, and Maintenance of Books and Records. The name of the Company is "Clean Harbors White Castle, LLC." The initial address of the Company's registered office in Delaware is 32 Lookerman Square, Suite 109, Dover, Dent County, Delaware 19901, and its initial agent at such address for service of process is Capitol Corporate Services, Inc. The Company's books and records shall be maintained at c/o Clean Harbors, Inc., 1501 Washington Street, Braintree, Massachusetts 02184. A Majority of the Managers may change the location at which the Company's books and records shall be maintained to such other location within the United States as such Managers may determine at any time, upon written notice to the Member stating such new location. A Majority of the Managers may also change the Company's registered agent from time to time in their sole discretion.

SECTION 1.03 Purposes. The purposes and objectives of the Company are to own, lease, manage and/or operate a licensed hazardous waste facility, to provide environmental services, and to engage in any other lawful activities allowed to be conducted by a limited liability company.

SECTION 1.04 Powers. Subject to the terms of this Agreement, and consistent with the purposes stated in Section 1.03 hereof, the Company shall have the following powers: (i) to enter into all agreements and engage in all activities and transactions necessary or advisable to carry out the Company's purposes; and (ii) to have all other powers available to it as a limited liability company organized under the laws of the State of Delaware. Without limitation of the foregoing, the Company shall have the powers: to acquire and dispose of assets and other property; to act as a general partner, limited partner, manager and/or member of any other Person; negotiate, enter into, and modify agreements including, without limitation, partnership

agreements, limited liability company agreements, and leases or subleases of any real estate or personal property; to incur obligations for and in connection with its business; to borrow money and provide guarantees for the obligations of other Persons and, if required by any lender, as security therefor to mortgage, pledge and grant security interests in all or any part of the assets and other property owned by the Company; to repay, in whole or in part, refinance, consolidate, recast, increase, modify or extend any loans which may affect any of the assets and other property owned by the Company; and to execute any and all other documents and instruments and exercise all powers necessary or appropriate to carry out the business of the Company.

ARTICLE II

CONDUCT AND MANAGEMENT OF THE LLC

SECTION 2.01 Managers. Except as otherwise provided in this Agreement for actions which require or permit approval by the sole Member, the business of the Company shall be under the control of the Managers. The names and current addresses of the initial Managers are as described in Schedule A hereto. One or more substitute or additional Managers may be elected at any time in the future by the sole Member. Each of the original Managers and any such substitute or additional Managers shall serve as a Manager until either (i) his voluntary resignation as a Manager, or (ii) his removal as a Manager with or without cause at any time by a Majority of the Managers or the sole Member. The Managers shall not be required to make any Capital Contributions to the Company.

SECTION 2.02 Officers.

(a) In order to facilitate the day-to-day operation of the Company's business, the Company shall have the following Officers: a President, Senior Vice Presidents, a Treasurer and a Secretary, and any such additional Officers as a Majority of the Managers may from time to time deem appropriate. The President shall be a Manager, but none of the other Officers need be a Manager. Unless otherwise determined from time to time by a Majority of the Managers or by the sole Member, Eric W. Gerstenberg shall be the President, Steven H. Moynihan shall be a Senior Vice President and an Assistant Treasurer, Roger Koenecke shall be a Senior Vice President, Carl Paschetag shall be the Treasurer, William J. Geary shall be a Vice President and the Assistant Secretary, and C. Michael Malm shall be Secretary. Unless otherwise determined from time to time by a Majority of the Managers or the sole Member, the President shall be the chief executive officer of the LLC, the Treasurer shall be responsible for maintaining the funds and financial books and records of the LLC, and the Secretary shall be responsible for maintaining the records of actions (whether by written consent or meeting) of the Managers and of the sole Member and the other non-financial records of the LLC. Each of the Officers of the LLC may be removed (and his successors elected) at any time by a Majority of the Managers or the sole Member.

(b) Except as may otherwise be determined from time to time by a Majority of the Managers or the sole Member, the Managers hereby delegate to the President and any Senior Vice President then in office full authority to act on behalf of the LLC. Except as may otherwise be determined from time to time by a Majority of the Managers or the sole Member, each of the President and Senior Vice Presidents shall have, without further approval or consent of any of

the other Managers or the sole Member, full authority: to acquire and dispose of assets and other property on behalf of the LLC; to negotiate, enter into, execute or modify agreements on behalf of the LLC including, without limitation, partnership agreements, limited liability company agreements, and leases or subleases of any real estate or personal property; to incur obligations for and on behalf of the LLC for and in connection with its business; to borrow money and provide guarantees for the obligations of other Persons and, if required by any lender, as security therefor to mortgage, pledge and grant security interests in all or any part of the assets and other property owned by the Company; to repay, in whole or in part, refinance, consolidate, recast, increase, modify or extend any loans which may affect any of the assets and other property owned by the Company; and to execute any and all other documents and instruments and exercise all powers necessary or appropriate to carry out the business of the Company.

SECTION 2.03 Authorization.

(a) Every contract, agreement, and other instrument executed on behalf of the Company by any Manager, the President or any Senior Vice President, or by another Officer of the Company, if such execution is authorized by a Majority of the Managers, shall be conclusive evidence in favor of every person or entity relying thereon or claiming thereunder that at the time of the delivery thereof (i) the Company was in existence, (ii) this Agreement had not been terminated or canceled or amended in any manner so as to restrict such authority (except as shown in the Certificate or other instrument duly filed with the Secretary of State of the State of Delaware), and (iii) the execution and delivery of such instrument were duly authorized by the Managers and/or the sole Member to the extent required.

(b) Any person or entity dealing with the Company may always rely on a certificate signed by any Manager, the President, any Senior Vice President, the Secretary or an Assistant Secretary:

(i) as to who are the Managers, the Officers or the Member of the Company,

(ii) as to the existence or nonexistence of any fact or facts which (A) constitute conditions precedent to acts by the Company, or (B) are in any other manner germane to the affairs of the Company,

(iii) as to who is authorized to execute and deliver any instrument or document on behalf of the Company,

(iv) as to the authenticity of any copy of this Agreement and amendments thereto, or

(v) as to any act or failure to act by the Company, or as to any other matter whatsoever involving the Company or any Manager or Officer or Member of the Company.

SECTION 2.04 Actions by Managers or the Sole Member. Approval of any action by the Company which under the terms of this Agreement requires approval by a Majority of the Managers may be granted either by a written consent signed by a Majority of the Managers or by an affirmative vote of a Majority of the Managers at a meeting held for such purpose either with or without prior notice. Any Manager may participate in any such meeting by telephone if all

Managers participating in any such meeting shall be able to hear the other participating Managers. The participation of a Majority of the Managers shall constitute a quorum for all purposes. If any action is approved by a Majority of the Managers but any Manager shall not sign any written consent by which, or shall not participate in any meeting at which, such approval was granted, the Secretary of the Company shall promptly provide to such Manager following the date of such written consent or meeting a copy of such written consent or minutes of such meeting. Any action taken by the sole Member under the terms of this Agreement shall be by written consent of the sole Member.

SECTION 2.05 **Duty of Care.** The sole Member acknowledges that decisions concerning the Company's activities will involve the exercise of judgment and a risk of loss. The Managers, the Officers and their Affiliates shall not be liable to the Company or the Member for any loss suffered by the Company or the Member which arises out of any action or omission of a Manager, an Officer or any Affiliate of a Manager or an Officer, provided that (i) such Manager, Officer or Affiliate determined, in good faith, that such course of conduct was in, or not opposed to, the best interest of the Company or was otherwise permitted by this Agreement, and (ii) such course of conduct did not constitute gross negligence or willful malfeasance, a material breach of this Agreement, or an intentional violation of federal or state law by such Manager, Officer or Affiliate. The Managers, the Officers, and their Affiliates shall not be liable for the negligence, whether of omission or commission, dishonesty or bad faith of any employee, broker or other agent of the Company selected by the Managers or the Officers with reasonable care. Furthermore, the Managers, the Officers, and their Affiliates shall be entitled to indemnification by the Company to the extent provided in Article X hereof.

ARTICLE III

MEMBER

SECTION 3.01 **Name, Address, and Capital Contribution**. The name and current address of the sole Member are as described in Schedule A hereto. On and after the date of this Agreement, the Member shall make to the Company either in cash or in other tangible or intangible property such Capital Contributions as shall be determined by the Member. The Treasurer shall record the Member's Capital Contributions on the financial records of the Company.

SECTION 3.02 **Limited Liability.** In accordance with the Delaware Act, the liability of the Member to the Company and its creditors shall be limited to (i) any unpaid Capital Contribution which the Member has agreed to make to the Company; (ii) the amount of any distribution previously received from the Company which the Member may be required to return to the Company pursuant to Section 18-607(b) of the Delaware Act; and (iii) the unpaid balance of any other payments (if any) that the Member expressly is required, pursuant to this Agreement, to make to the Company.

SECTION 3.03 **No Control of Company**. Except as otherwise provided in this Agreement, the Member, in its capacity as such, shall not take part in the management or control of the affairs of the Company, or undertake any transactions on behalf of the Company, or have any power to sign for or otherwise to bind the Company.

SECTION 3.04 **Dissolution, Liquidation or Bankruptcy.** The dissolution, liquidation or bankruptcy of the Member shall not result in the termination of the Company, but the rights of the Member under this Agreement shall accrue to the Member's successors, estate or legal representatives. Except as expressly provided in this Agreement, no other event affecting the Member (including but not limited to insolvency) shall affect this Agreement.

ARTICLE IV

EXPENSES AND COMPENSATION

SECTION 4.01 **No Management Fee.** The Company shall not be obligated to pay to the Managers (or any Affiliate of the Managers) any management fee or similar compensation. However, the Managers shall be entitled to receive compensation from the Member and its Affiliates in the Managers' respective capacities as officers and employees of the Member and its Affiliates.

SECTION 4.02 **Expenses.** The Company shall be responsible for the payment from its own funds of all of the Company's expenses.

ARTICLE V

DISTRIBUTIONS

SECTION 5.01 **Amount, Timing and Form.** The Managers shall determine in their discretion the amount, timing and form of all distributions of Distributable Cash to be made by the Company to the sole Member.

ARTICLE VI

TAX ALLOCATIONS

SECTION 6.01 **Allocations of Net Profit or Net Loss.** As described in Articles II, III and V above, the sole Member shall be responsible for all Capital Contributions to the Company, and the Company shall make all distributions to the Member. All distributions of Net Profit or Net Loss by the Company will accordingly be made to the Member. The Company shall therefore be treated for U.S. federal income tax purposes as a "disregarded entity" of which all of the beneficial interests are held by the sole Member.

ARTICLE VII

DURATION OF THE COMPANY

SECTION 7.01 **Term of Company.** The term of the Company commenced on the filing of the Certificate with the Delaware Secretary of State and shall continue until the date on which the Company is dissolved as provided in Sections 7.02 or 7.03 or by operation of law.

SECTION 7.02 **Dissolution Upon Sale of Assets**. The Company shall be dissolved in the event of the sale or distribution by the Company of all or substantially all of the assets of the Company.

SECTION 7.03 **Dissolution by Written Consent of Member.** The sole Member may dissolve the Company at any time by written consent executed by the Member and a copy of which shall be provided to the Managers.

ARTICLE VIII

LIQUIDATION OF THE COMPANY

SECTION 8.01 **General Provisions.** Following the dissolution of the Company in accordance with Article VII hereof, the Company's assets shall be liquidated in an orderly manner. The Managers (or, at the Managers' election, another Person selected by a Majority of the Managers) shall be the liquidator to wind up the affairs of the Company pursuant to this Agreement.

SECTION 8.02 **Liquidating Distributions.** The liquidator shall pay or provide for the satisfaction of the Company's liabilities and obligations to creditors. Any Net Profit or Net Loss realized in connection with the liquidation of the Company shall be allocated to the Member pursuant to Article VI hereof, and the remaining assets of the Company shall then be distributed to the Member. In performing its duties, the liquidator is authorized to sell, exchange or otherwise dispose of the assets of the Company in such reasonable manner as the liquidator shall determine to be in the best interest of the Company and the Member.

SECTION 8.03 **Expenses of Liquidator.** The expenses incurred by the liquidator in connection with winding up the Company, and all other losses or liabilities of the Company incurred in accordance with the terms of this Agreement, shall be borne by the Company.

SECTION 8.04 **Duration of Liquidation.** A reasonable time shall be allowed for the winding up of the affairs of the Company in order to minimize any losses otherwise associated with such a winding up.

SECTION 8.05 **Duty of Care.** The liquidator shall not be liable to the Company or the Member for any loss attributable to any act or omission of the liquidator in good faith and in a manner such liquidator reasonably believed to be in, or not opposed to, the best interests of the Company in connection with the liquidation of the Company and distribution of its assets and provided that such act or omission did not constitute gross negligence, willful misconduct or a material breach of this Agreement. The liquidator may consult with counsel, investment banking firms, consultants and accountants with respect to liquidating the Company and distributing its assets and may act or omit to act in accordance with the advice of such counsel, investment banking firms, consultants or accountants, provided they shall have been selected with reasonable care.

SECTION 8.06 **No Liability for Return of Capital.** The liquidator(s), the Managers and their respective officers, directors, agents and Affiliates shall not be personally liable for the return of the Capital Contribution of the Member to the Company.

ARTICLE IX

TRANSFER OF INTERESTS

SECTION 9.01 Limitation on Transfer of Rights and Obligations of Managers. The Managers shall not assign, pledge, mortgage, hypothecate, sell or otherwise dispose of or encumber all or any part of their rights or obligations under this Agreement without the prior written consent of the Member.

SECTION 9.02 Transfer of Member Interests. Except as may otherwise be required to comply with applicable federal and state laws, the sole Member shall have the right to transfer all or any part of its interests in the Company by delivery to the Company of an assignment in writing duly executed by the Member.

ARTICLE X

INDEMNIFICATION

SECTION 10.01 General Provisions.

(a) Subject to the limitations set forth below in this Article X, each of the Managers, the Officers, the Affiliates of the Managers and the Officers, and the liquidator (if any), (each such Person being referred to hereafter as an "Indemnitee"), shall be indemnified by the Company (but only out of Company assets, including the proceeds of liability insurance) against any claim, demand, controversy, dispute, cost, loss, damage, expense (including attorneys' fees), judgment and/or liability incurred by or imposed upon the Indemnitee in connection with any action, suit or proceeding (including any proceeding before any administrative or legislative body or agency), to which the Indemnitee shall become a party or shall be threatened to become a party, by reason of the Indemnitee's being at the time the cause of action arose or thereafter, a Manager, an Officer, an Affiliate of a Manager or an Officer,, a liquidator (if any), or a director, officer, member, partner, employee, consultant or other agent of any other organization in which the Company owns an interest, which other organization the Indemnitee serves or has served as director, officer, manager, member, partner, employee, consultant or other agent at the request of the Company (whether or not the Indemnitee continues to serve in such capacity at the time such action, suit or proceeding is brought or threatened). Each Indemnitee may be entitled to such indemnification notwithstanding that the Company has sold, assigned, distributed or otherwise transferred its investment in such other organization prior to the time that such action, suit or proceeding is brought or threatened.

(b) The Indemnitee shall not be indemnified with respect to matters as to which the Indemnitee shall have been finally adjudicated in any such action, suit or proceeding (i) not to have acted in good faith and in the reasonable belief that the Indemnitee's action was in accordance with such Person's obligations to the Company or to have acted with gross negligence or a willful disregard of his duties, or in breach of his fiduciary obligations, or (ii) with respect to any criminal action or proceeding, not to have had cause to believe beyond any reasonable doubt the Indemnitee's conduct was criminal. In the event of settlement of any action, suit or proceeding brought or threatened, the indemnification provided for in this Article X shall

apply to all matters covered by the settlement except for matters as to which the Company is advised by counsel (who may be counsel regularly retained to represent the Company) that the Person seeking indemnification, in the opinion of such counsel, did not act in good faith or acted with gross negligence or a willful disregard of such Person's duties, or in breach of such Person's fiduciary obligations, or, with respect to any criminal action or proceeding, that the Person seeking indemnification had reasonable cause to believe such Person's conduct was criminal.

(c) The right of indemnification provided for in this Article X shall be in addition to any rights to which any Indemnitee may otherwise be entitled and shall inure to the benefit of the executors, administrators, personal representatives, successors or assigns of each such Indemnitee. Such Indemnitee shall first use reasonable efforts to pursue other readily available sources of indemnification before pursuing a claim for indemnification against the Company under this Article X.

SECTION 10.02 Advance Payment of Expenses. The Company shall pay the expenses incurred by an Indemnitee in defending a civil or criminal action, suit or proceeding, or in opposing any claim arising in connection with any potential or threatened civil or criminal action, suit or proceeding, in advance of the final disposition of such action, suit or proceeding, upon receipt of an undertaking by such Indemnitee satisfactory to the Managers to repay such payment if he shall be determined to be not entitled to indemnification therefor as provided herein; provided, however, that in such instance the Indemnitee is not commencing an action, suit, or proceeding against the Company, or defending an action, suit or proceeding commenced against the Indemnitee by the Company, or opposing a claim by the Company arising in connection with any such potential or threatened action, suit or proceeding.

SECTION 10.03 Insurance. At its election, the Managers may cause the Company to purchase and maintain insurance, at the expense of the Company and to the extent available, for the protection of the Managers, the Officers, the Affiliates of the Managers and the Officers, any liquidator, and the directors, officers, employees, consultants or other agents of any such Person, against any liability incurred by any such Person in any such capacity or arising out of his status as such, whether or not the Company has the power to indemnify such Person against such liability. The Managers may also cause the Company to purchase and maintain insurance for the protection of any officer, director, employee, consultant or other agent of any other organization in which the Company owns an interest or of which the Company is a creditor against similar liabilities, whether or not the Company has the power to indemnify any such Person against such liabilities.

ARTICLE XI

ACCOUNTING; RECORDS AND REPORTS

SECTION 11.01 Fiscal Year. The fiscal year of the Company shall be the calendar year, or such other year as required by the Code.

SECTION 11.02 Keeping of Accounts and Records. At all times the Managers shall cause to be kept proper and complete books of account, in which shall be entered fully and

accurately the transactions of the Company. Such books of account, together with (i) an executed copy of this Agreement (and any amendments hereto); (ii) the Certificate of the Company (and any amendments thereto); (iii) executed copies of any powers of attorney pursuant to which any of the aforesaid documents has been executed; and (iv) financial statements of the Company for each of the prior three years, shall at all times be maintained at the location specified in Section 1.02 hereof.

SECTION 11.03 Inspection Rights. Until the liquidation of the Company has been completed, the Member may examine the Company's books, records, accounts and assets, including bank balances, and may make, or cause to be made, any audit thereof at the Company's expense.

SECTION 11.04 Reports. The Managers shall prepare and transmit to the Member at the Company's expense such financial and other reports as shall be determined from time to time by the Member.

ARTICLE XII

WAIVER AND AMENDMENT

SECTION 12.01 Waiver and Amendment. Except for any waiver or amendment of the provisions of Sections 2.5 and 10.01 through 10.03 hereof which would adversely affect any Manager (or any Affiliate of a Manager), the terms and provisions of this Agreement may be waived, modified, terminated or amended at any time by the sole Member. The sole Member shall not waive or amend any provision of Sections 2.05 or 10.01 through 10.03 hereof in such a manner as would adversely affect any Manager (or any Affiliate of a Manager) without the written consent of such Manager.

ARTICLE XIII

GENERAL PROVISIONS

SECTION 13.01 Notices. Except where otherwise specifically provided in this Agreement, all notices, requests, consents, approvals and statements shall be in writing and shall be deemed to have been properly given by (i) personal delivery, (ii) first class mail, postage prepaid, (iii) electronic facsimile transmission, or (iv) courier service, addressed in each case: if to the Company, at the address where the Company's books and records are maintained as specified in Section 1.02 hereof; if to a Manager, at such Manager's address set forth in Schedule A; and if to the Member, to the Member's address set forth in Schedule A, or, in each case, to such other address or addresses (and/or by e-mail or other manner of delivery) as the addressee may have specified by written notice as aforesaid.

SECTION 13.02 Binding on Successors. This Agreement shall be binding upon and inure to the benefit of the respective heirs, successors, assigns and legal representatives of the parties hereto.

SECTION 13.03 **Counterparts.** This Agreement or any amendment hereto may be signed in any number of counterparts, each of which shall be an original, but all of which taken together shall constitute one agreement (or amendment, as the case may be).

SECTION 13.04 **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware.

SECTION 13.05 **Construction.** Whenever the content of this Agreement permits, the masculine gender shall include the feminine and neuter genders, and reference to singular or plural shall be interchangeable with the other. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the other provisions, and this Agreement shall be construed and reformed in all respects as if any such invalid or unenforceable provision(s) were omitted in order to give effect to the intent and purposes of this Agreement. References in this Agreement to particular sections of the Code or the Delaware Act shall be deemed to refer to such sections or provisions of the Code or the Delaware Act (or any successor legislation) as they may be amended after the date of this Agreement.

ARTICLE XIV

CERTAIN DEFINITIONS

SECTION 14.01 **Certain Definitions**. For purposes of this Agreement, the following terms have the respective meanings set forth below:

"Affiliate " means, with respect to the Person to which it refers, a Person that either (i) directly or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with, such Person or (ii) is the successor or assign to such Person.

"Agreement" means this Limited Liability Company Agreement, as it may be subsequently amended or restated in accordance with its terms.

"Capital Contribution " means the aggregate amount of cash or other property contributed by the Member to the Company pursuant to this Agreement.

"Certificate " means the certificate of formation of the Company and any amendments or restatements thereof as filed with the Delaware Secretary of State under the Delaware Act.

"Code " means the United States Internal Revenue Code of 1986 and the rules and regulations promulgated thereunder, as amended from time to time, or any successor statute thereto.

"Delaware Act" means the Delaware Limited Liability Company Act, as amended from time to time.

"Distributable Cash " means all cash of the Company that the Managers determine is available for distribution to the Member after the payment or provision for payment by the Company of all expenses incurred by the Company and in collecting any amounts then owed to the Company and so attributable.

“Indemnitee “ shall have the meaning set forth in Section 10.01.

“Majority of the Managers” means (i) at least four of the Managers if there are then six Managers, (ii) at least three of the Managers if there are then five or four Managers, (iii) at least two of the Managers if there are then three Managers, and (ii) both of the Managers if there are then only two Managers.

“Manager” means each of the Persons then serving as a Manager of the Company in accordance to Section 2.01 hereof, in his capacity as a Manager of the LLC.

“Member” means Clean Harbors Disposal Services, Inc., a Delaware corporation.

“Net Profit” or “Net Loss “ means, with respect to any fiscal year, the sum of the Company’s: (a) net profit or loss as determined in accordance with the Code and the Regulations thereunder, and (b) any income exempt from federal income tax, after deduction of all expenses properly chargeable to the Company for such fiscal year (whether deductible or non-deductible and whether described in Section 705(a)(2)(B) of the Code, treated as so described pursuant to Treasury Regulations Section 1.704-1(b)(2)(iv)(i), or otherwise). For this purpose, Net Profit or Net Loss shall be determined in accordance with tax accounting principles rather than generally accepted accounting principles, and any expenses required to be capitalized and included in the Company’s adjusted tax basis in any asset or which reduce the amount realized by the Company on the disposition of any asset shall be disregarded.

“Officers” means the President, the Senior Vice President, the Treasurer, the Secretary, and any such other officers of the Company as shall be elected by a Majority of the Managers or the sole Member in accordance with Section 2.02(a) hereof.

“Person “ means any individual, general partnership, limited partnership, limited liability company, corporation, joint venture, trust, business trust, cooperative or association and the heirs, executors, administrators, legal representative, successors and assigns of such Person where the context so admits.

“Treasury Regulations” mean the Regulations promulgated by the United States Department of the Treasury under the Code, as amended.

IN WITNESS WHEREOF, the undersigned have executed this Limited Liability Company Agreement as of the effective date first above written.

MANAGERS:

/s/ Eric W. Gerstenberg
Eric W. Gerstenberg

/s/ Gene A. Cookson
Gene A. Cookson

/s/ Stephen H. Moynihan
Stephen H. Moynihan

/s/ Roger A. Koenecke
Roger A. Koenecke

/s/ Carl Paschetag
Carl Paschetag

/s/ William J. Geary
William J. Geary

MEMBER:

CLEAN HARBORS DISPOSAL SERVICES, INC.

By: /s/ Stephen H. Moynihan
Stephen H. Moynihan
Senior Vice President

CLEAN HARBORS WHITE CASTLE, LLC

SCHEDULE A

<u>Name and Address</u>

<u>Managers</u>:

Eric W. Gerstenberg
c/o Clean Harbors, Inc.
1501 Washington Street
Braintree, MA 02184

Gene A. Cookson
c/o Clean Harbors, Inc.
1501 Washington Street
Braintree, MA 02184

Stephen H. Moynihan
c/o Clean Harbors, Inc.
1501 Washington Street
Braintree, MA 02184

Roger A. Koenecke
c/o Clean Harbors, Inc.
1501 Washington Street
Braintree, MA 02184

Carl Paschetag
c/o Clean Harbors, Inc.
1501 Washington Street
Braintree, MA 02184

William J. Geary
c/o Clean Harbors, Inc.
1501 Washington Street
Braintree, MA 02184

<u>Sole Member</u>:

Clean Harbors Disposal Services, Inc.
1501 Washington Street
Braintree, MA 02184

Exhibit 3.53

Clean Harbors Wilmington, LLC

CERTIFICATE OF FORMATION

Pursuant to the provisions of Section 18-201 of the Limited Liability Company Act of the State of Delaware (the "Act"), the undersigned, being duly authorized, hereby certifies and states as follows:

1. Name of the Limited Liability Company. The name of the limited liability company formed hereby is Clean Harbors Wilmington, LLC (the "LLC").

2. Registered Agent and Office of the LLC. The name of the registered agent of the LLC in the State of Delaware is The Corporation Trust Company and the registered office address of the registered agent for the purposes of Section 18-104 of the Act is 1209 Orange Street, Wilmington, County of New Castle, Delaware 19801.

IN WITNESS WHEREOF, the undersigned hereby affirms that the facts stated herein are true, this 5th day of June, 2006.

/s/ C. Michael Malm
C. Michael Malm, Authorized Person

CLEAN HARBORS WILMINGTON, LLC

LIMITED LIABILITY COMPANY AGREEMENT

LIMITED LIABILITY COMPANY AGREEMENT effective as of August 18, 2006, by and among Eric W. Gerstenberg, Stephen H. Moynihan and William J. Geary, as Managers; and Clean Harbors, Inc., a Massachusetts corporation, as the sole Member. Certain capitalized terms used herein have the respective meanings set forth in Section 14.01 hereof.

ARTICLE I

ORGANIZATION

SECTION 1.01 Formation of the Company. Clean Harbors Wilmington, LLC (the "Company") has been formed as a limited liability company under the Delaware Limited Liability Company Act *(6 Del. C § 18-101, et seq.)*, as amended from time to time (the "Delaware Act"), through the filing of the Certificate with the Delaware Secretary of State on June 5, 2006. The parties hereto agree to conduct the business of the Company in accordance with the provisions of the Act and of this Agreement.

SECTION 1.02 Name, Registered Office and Agent, and Maintenance of Books and Records. The name of the Company is "Clean Harbors Wilmington, LLC." The initial address of the Company's registered office in Delaware is 1209 Orange Street, Wilmington, County of New Castle, Delaware 19801, and its registered agent at such address is The Corporation Trust Company. The Company's books and records shall be maintained at c/o Clean Harbors, Inc., 42 Longwater Drive, Norwell, Massachusetts 02061. A Majority of the Managers may change the location at which the Company's books and records shall be maintained to such other location within the United States as such Managers may determine at any time, upon written notice to the Member stating such new location. A Majority of the Managers may also change the Company's registered office and agent in Delaware from time to time in their sole discretion.

SECTION 1.03 Purposes. The purposes and objectives of the Company are to own, lease, manage and/or operate a licensed hazardous waste management facility, to provide environmental services, and to engage in any other lawful activities allowed to be conducted by a limited liability company.

SECTION 1.04 Powers. Subject to the terms of this Agreement, and consistent with the purposes stated in Section 1.03 hereof, the Company shall have the following powers: (i) to enter into all agreements and engage in all activities and transactions necessary or advisable to carry out the Company's purposes; and (ii) to have all other powers available to it as a limited liability company organized under the laws of the State of Delaware. Without limitation of the foregoing, the Company shall have the powers: to acquire and dispose of assets and other property; to act as a general partner, limited partner, manager and/or member of any other Person; negotiate, enter into, and modify agreements including, without limitation, partnership agreements, limited liability company agreements, and leases or subleases of any real estate or

personal property; to incur obligations for and in connection with its business; to borrow money and provide guarantees for the obligations of other Persons and, if required by any lender, as security therefor to mortgage, pledge and grant security interests in all or any part of the assets and other property owned by the Company; to repay, in whole or in part, refinance, consolidate, recast, increase, modify or extend any loans which may affect any of the assets and other property owned by the Company; and to execute any and all other documents and instruments and exercise all powers necessary or appropriate to carry out the business of the Company.

ARTICLE II

CONDUCT AND MANAGEMENT OF THE LLC

SECTION 2.01 Managers. Except as otherwise provided in this Agreement for actions which require or permit approval by the sole Member, the business of the Company shall be under the control of the Managers. The names and current addresses of the initial Managers are as described in Schedule A hereto. One or more substitute or additional Managers may be elected at any time in the future by the sole Member. Each of the original Managers and any such substitute or additional Managers shall serve as a Manager until either (i) his voluntary resignation as a Manager, or (ii) his removal as a Manager with or without cause at any time by a Majority of the Managers or the sole Member. The Managers shall not be required to make any Capital Contributions to the Company.

SECTION 2.02 Officers.

(a) In order to facilitate the day-to-day operation of the Company's business, the Company shall have the following Officers: a President, an Executive Vice President, one or more Senior Vice Presidents, one or more Vice Presidents, a Treasurer and a Secretary, and any such additional Officers as a Majority of the Managers may from time to time deem appropriate. The President shall be a Manager, but none of the other Officers need be a Manager. Unless otherwise determined from time to time by a Majority of the Managers or by the sole Member, Eric W. Gerstenberg shall be the President, James M. Rutledge shall be the Executive Vice President, Steven H. Moynihan shall be a Senior Vice President and the Treasurer, William J. Geary shall be a Vice President and the Assistant Secretary, and C. Michael Malm shall be Secretary. Unless otherwise determined from time to time by a Majority of the Managers or the sole Member, the President shall be the chief executive officer of the LLC, the Treasurer shall be responsible for maintaining the funds and financial books and records of the LLC, and the Secretary shall be responsible for maintaining the records of actions (whether by written consent or meeting) of the Managers and of the sole Member and the other non-financial records of the LLC. Each of the Officers of the LLC may be removed (and his successors elected) at any time by a Majority of the Managers or the sole Member.

(b) Except as may otherwise be determined from time to time by a Majority of the Managers or the sole Member, the Managers hereby delegate to each of the President, the Executive Vice President and any Senior Vice President then in office full authority to act on behalf of the LLC. Except as may otherwise be determined from time to time by a Majority of the Managers or the sole Member, each of the President, the Executive Vice President, any Senior Vice President and the Treasurer shall have, without further approval or consent of any of

the other Managers or the sole Member, full authority: to acquire and dispose of assets and other property on behalf of the LLC; to negotiate, enter into, execute or modify agreements on behalf of the LLC including, without limitation, partnership agreements, limited liability company agreements, and leases or subleases of any real estate or personal property; to incur obligations for and on behalf of the LLC for and in connection with its business; to borrow money and provide guarantees for the obligations of other Persons and, if required by any lender, as security therefor to mortgage, pledge and grant security interests in all or any part of the assets and other property owned by the Company; to repay, in whole or in part, refinance, consolidate, recast, increase, modify or extend any loans which may affect any of the assets and other property owned by the Company; and to execute any and all other documents and instruments and exercise all powers necessary or appropriate to carry out the business of the Company.

SECTION 2.03 Authorization.

(a) Every contract, agreement, and other instrument executed on behalf of the Company by any Manager, the President, the Executive Vice President, any Senior Vice President, or the Treasurer of the Company, shall be conclusive evidence in favor of every person or entity relying thereon or claiming thereunder that at the time of the delivery thereof (i) the Company was in existence, (ii) this Agreement had not been terminated or canceled or amended in any manner so as to restrict such authority (except as shown in the Certificate or other instrument duly filed with the Secretary of State of the State of Delaware), and (iii) the execution and delivery of such instrument were duly authorized by the Managers and/or the sole Member to the extent required.

(b) Any person or entity dealing with the Company may always rely on a certificate signed by any Manager, the President, the Executive Vice President, any Senior Vice President, any Vice President, the Secretary or an Assistant Secretary:

(i) as to who are the Managers, the Officers or the Member of the Company,

(ii) as to the existence or nonexistence of any fact or facts which (A) constitute conditions precedent to acts by the Company, or (B) are in any other manner germane to the affairs of the Company,

(iii) as to who is authorized to execute and deliver any instrument or document on behalf of the Company,

(iv) as to the authenticity of any copy of this Agreement and amendments thereto, or

(v) as to any act or failure to act by the Company, or as to any other matter whatsoever involving the Company or any Manager or Officer or Member of the Company.

SECTION 2.04 Actions by Managers or the Sole Member. Approval of any action by the Company which under the terms of this Agreement requires approval by a Majority of the Managers may be granted either by a written consent signed by a Majority of the Managers or by an affirmative vote of a Majority of the Managers at a meeting held for such purpose either with or without prior notice. Any Manager may participate in any such meeting by telephone if all

Managers participating in any such meeting shall be able to hear the other participating Managers. The participation of a Majority of the Managers shall constitute a quorum for all purposes. If any action is approved by a Majority of the Managers but any Manager shall not sign any written consent by which, or shall not participate in any meeting at which, such approval was granted, the Secretary of the Company shall promptly provide to such Manager following the date of such written consent or meeting a copy of such written consent or minutes of such meeting. Any action taken by the sole Member under the terms of this Agreement shall be by written consent of the sole Member.

SECTION 2.05 **Duty of Care.** The sole Member acknowledges that decisions concerning the Company's activities will involve the exercise of judgment and a risk of loss. The Managers, the Officers and their Affiliates shall not be liable to the Company or the Member for any loss suffered by the Company or the Member which arises out of any action or omission of a Manager, an Officer or any Affiliate of a Manager or an Officer, provided that (i) such Manager, Officer or Affiliate determined, in good faith, that such course of conduct was in, or not opposed to, the best interest of the Company or was otherwise permitted by this Agreement, and (ii) such course of conduct did not constitute gross negligence or willful malfeasance, a material breach of this Agreement, or an intentional violation of federal or state law by such Manager, Officer or Affiliate. The Managers, the Officers, and their Affiliates shall not be liable for the negligence, whether of omission or commission, dishonesty or bad faith of any employee, broker or other agent of the Company selected by the Managers or the Officers with reasonable care. Furthermore, the Managers, the Officers, and their Affiliates shall be entitled to indemnification by the Company to the extent provided in Article X hereof.

ARTICLE III

MEMBER

SECTION 3.01 **Name, Address, and Capital Contribution**. The name and current address of the sole Member are as described in Schedule A hereto. On and after the date of this Agreement, the Member shall make to the Company either in cash or in other tangible or intangible property such Capital Contributions as shall be determined by the Member. The Treasurer shall record the Member's Capital Contributions on the financial records of the Company.

SECTION 3.02 **Limited Liability.** In accordance with the Delaware Act, the liability of the Member to the Company and its creditors shall be limited to (i) any unpaid Capital Contribution which the Member has agreed to make to the Company; (ii) the amount of any distribution previously received from the Company which the Member may be required to return to the Company pursuant to Section 18-607(b) of the Delaware Act; and (iii) the unpaid balance of any other payments (if any) that the Member expressly is required, pursuant to this Agreement, to make to the Company.

SECTION 3.03 **No Control of Company**. Except as otherwise provided in this Agreement, the Member, in its capacity as such, shall not take part in the management or control of the affairs of the Company, or undertake any transactions on behalf of the Company, or have any power to sign for or otherwise to bind the Company.

SECTION 3.04 **Dissolution, Liquidation or Bankruptcy.** The dissolution, liquidation or bankruptcy of the Member shall not result in the termination of the Company, but the rights of the Member under this Agreement shall accrue to the Member's successors, estate or legal representatives. Except as expressly provided in this Agreement, no other event affecting the Member (including but not limited to insolvency) shall affect this Agreement.

ARTICLE IV

EXPENSES AND COMPENSATION

SECTION 4.01 **No Management Fee.** The Company shall not be obligated to pay to the Managers (or any Affiliate of the Managers) any management fee or similar compensation. However, the Managers shall be entitled to receive compensation from the Member and its Affiliates in the Managers' respective capacities as officers and employees of the Member and its Affiliates.

SECTION 4.02 **Expenses.** The Company shall be responsible for the payment from its own funds of all of the Company's expenses.

ARTICLE V

DISTRIBUTIONS

SECTION 5.01 **Amount, Timing and Form.** The Managers shall determine in their discretion the amount, timing and form of all distributions of Distributable Cash to be made by the Company to the sole Member.

ARTICLE VI

TAX ALLOCATIONS

SECTION 6.01 **Allocations of Net Profit or Net Loss.** As described in Articles II, III and V above, the sole Member shall be responsible for all Capital Contributions to the Company, and the Company shall make all distributions to the Member. All distributions of Net Profit or Net Loss by the Company will accordingly be made to the Member. The Company shall therefore be treated for U.S. federal income tax purposes as a "disregarded entity" of which all of the beneficial interests are held by the sole Member.

ARTICLE VII

DURATION OF THE COMPANY

SECTION 7.01 **Term of Company.** The term of the Company commenced on the filing of the Certificate with the Delaware Secretary of State and shall continue until the date on which the Company is dissolved as provided in Sections 7.02 or 7.03 or by operation of law.

SECTION 7.02 **Dissolution Upon Sale of Assets**. The Company shall be dissolved in the event of the sale or distribution by the Company of all or substantially all of the assets of the Company.

SECTION 7.03 **Dissolution by Written Consent of Member.** The sole Member may dissolve the Company at any time by written consent executed by the Member and a copy of which shall be provided to the Managers.

ARTICLE VIII

LIQUIDATION OF THE COMPANY

SECTION 8.01 **General Provisions.** Following the dissolution of the Company in accordance with Article VII hereof, the Company's assets shall be liquidated in an orderly manner. The Managers (or, at the Managers' election, another Person selected by a Majority of the Managers) shall be the liquidator to wind up the affairs of the Company pursuant to this Agreement.

SECTION 8.02 **Liquidating Distributions.** The liquidator shall pay or provide for the satisfaction of the Company's liabilities and obligations to creditors. Any Net Profit or Net Loss realized in connection with the liquidation of the Company shall be allocated to the Member pursuant to Article VI hereof, and the remaining assets of the Company shall then be distributed to the Member. In performing its duties, the liquidator is authorized to sell, exchange or otherwise dispose of the assets of the Company in such reasonable manner as the liquidator shall determine to be in the best interest of the Company and the Member.

SECTION 8.03 **Expenses of Liquidator.** The expenses incurred by the liquidator in connection with winding up the Company, and all other losses or liabilities of the Company incurred in accordance with the terms of this Agreement, shall be borne by the Company.

SECTION 8.04 **Duration of Liquidation.** A reasonable time shall be allowed for the winding up of the affairs of the Company in order to minimize any losses otherwise associated with such a winding up.

SECTION 8.05 **Duty of Care.** The liquidator shall not be liable to the Company or the Member for any loss attributable to any act or omission of the liquidator in good faith and in a manner such liquidator reasonably believed to be in, or not opposed to, the best interests of the Company in connection with the liquidation of the Company and distribution of its assets and provided that such act or omission did not constitute gross negligence, willful misconduct or a material breach of this Agreement. The liquidator may consult with counsel, investment banking firms, consultants and accountants with respect to liquidating the Company and distributing its assets and may act or omit to act in accordance with the advice of such counsel, investment banking firms, consultants or accountants, provided they shall have been selected with reasonable care.

SECTION 8.06 **No Liability for Return of Capital.** The liquidator(s), the Managers and their respective officers, directors, agents and Affiliates shall not be personally liable for the return of the Capital Contribution of the Member to the Company.

ARTICLE IX

TRANSFER OF INTERESTS

SECTION 9.01 Limitation on Transfer of Rights and Obligations of Managers. The Managers shall not assign, pledge, mortgage, hypothecate, sell or otherwise dispose of or encumber all or any part of their rights or obligations under this Agreement without the prior written consent of the Member.

SECTION 9.02 Transfer of Member Interests. Except as may otherwise be required to comply with applicable federal and state laws, the sole Member shall have the right to transfer all or any part of its interests in the Company by delivery to the Company of an assignment in writing duly executed by the Member.

ARTICLE X

INDEMNIFICATION

SECTION 10.01 General Provisions.

(a) Subject to the limitations set forth below in this Article X, each of the Managers, the Officers, the Affiliates of the Managers and the Officers, and the liquidator (if any), (each such Person being referred to hereafter as an "Indemnitee"), shall be indemnified by the Company (but only out of Company assets, including the proceeds of liability insurance) against any claim, demand, controversy, dispute, cost, loss, damage, expense (including attorneys' fees), judgment and/or liability incurred by or imposed upon the Indemnitee in connection with any action, suit or proceeding (including any proceeding before any administrative or legislative body or agency), to which the Indemnitee shall become a party or shall be threatened to become a party, by reason of the Indemnitee's being at the time the cause of action arose or thereafter, a Manager, an Officer, an Affiliate of a Manager or an Officer,, a liquidator (if any), or a director, officer, member, partner, employee, consultant or other agent of any other organization in which the Company owns an interest, which other organization the Indemnitee serves or has served as director, officer, manager, member, partner, employee, consultant or other agent at the request of the Company (whether or not the Indemnitee continues to serve in such capacity at the time such action, suit or proceeding is brought or threatened). Each Indemnitee may be entitled to such indemnification notwithstanding that the Company has sold, assigned, distributed or otherwise transferred its investment in such other organization prior to the time that such action, suit or proceeding is brought or threatened.

(b) The Indemnitee shall not be indemnified with respect to matters as to which the Indemnitee shall have been finally adjudicated in any such action, suit or proceeding (i) not to have acted in good faith and in the reasonable belief that the Indemnitee's action was in accordance with such Person's obligations to the Company or to have acted with gross negligence or a willful disregard of his duties, or in breach of his fiduciary obligations, or (ii) with respect to any criminal action or proceeding, not to have had cause to believe beyond any reasonable doubt the Indemnitee's conduct was criminal. In the event of settlement of any action, suit or proceeding brought or threatened, the indemnification provided for in this Article X shall

apply to all matters covered by the settlement except for matters as to which the Company is advised by counsel (who may be counsel regularly retained to represent the Company) that the Person seeking indemnification, in the opinion of such counsel, did not act in good faith or acted with gross negligence or a willful disregard of such Person's duties, or in breach of such Person's fiduciary obligations, or, with respect to any criminal action or proceeding, that the Person seeking indemnification had reasonable cause to believe such Person's conduct was criminal.

(c) The right of indemnification provided for in this Article X shall be in addition to any rights to which any Indemnitee may otherwise be entitled and shall inure to the benefit of the executors, administrators, personal representatives, successors or assigns of each such Indemnitee. Such Indemnitee shall first use reasonable efforts to pursue other readily available sources of indemnification before pursuing a claim for indemnification against the Company under this Article X.

SECTION 10.02 Advance Payment of Expenses. The Company shall pay the expenses incurred by an Indemnitee in defending a civil or criminal action, suit or proceeding, or in opposing any claim arising in connection with any potential or threatened civil or criminal action, suit or proceeding, in advance of the final disposition of such action, suit or proceeding, upon receipt of an undertaking by such Indemnitee satisfactory to the Managers to repay such payment if he shall be determined to be not entitled to indemnification therefor as provided herein; provided, however, that in such instance the Indemnitee is not commencing an action, suit, or proceeding against the Company, or defending an action, suit or proceeding commenced against the Indemnitee by the Company, or opposing a claim by the Company arising in connection with any such potential or threatened action, suit or proceeding.

SECTION 10.03 Insurance. At its election, the Managers may cause the Company to purchase and maintain insurance, at the expense of the Company and to the extent available, for the protection of the Managers, the Officers, the Affiliates of the Managers and the Officers, any liquidator, and the directors, officers, employees, consultants or other agents of any such Person, against any liability incurred by any such Person in any such capacity or arising out of his status as such, whether or not the Company has the power to indemnify such Person against such liability. The Managers may also cause the Company to purchase and maintain insurance for the protection of any officer, director, employee, consultant or other agent of any other organization in which the Company owns an interest or of which the Company is a creditor against similar liabilities, whether or not the Company has the power to indemnify any such Person against such liabilities.

ARTICLE XI

ACCOUNTING; RECORDS AND REPORTS

SECTION 11.01 Fiscal Year. The fiscal year of the Company shall be the calendar year, or such other year as required by the Code.

SECTION 11.02 Keeping of Accounts and Records. At all times the Managers shall cause to be kept proper and complete books of account, in which shall be entered fully and

accurately the transactions of the Company. Such books of account, together with (i) an executed copy of this Agreement (and any amendments hereto); (ii) the Certificate of the Company (and any amendments thereto); (iii) executed copies of any powers of attorney pursuant to which any of the aforesaid documents has been executed; and (iv) financial statements of the Company for each of the prior three years, shall at all times be maintained at the location specified in Section 1.02 hereof.

SECTION 11.03 Inspection Rights. Until the liquidation of the Company has been completed, the Member may examine the Company's books, records, accounts and assets, including bank balances, and may make, or cause to be made, any audit thereof at the Company's expense.

SECTION 11.04 Reports. The Managers shall prepare and transmit to the Member at the Company's expense such financial and other reports as shall be determined from time to time by the Member.

ARTICLE XII

WAIVER AND AMENDMENT

SECTION 12.01 Waiver and Amendment. Except for any waiver or amendment of the provisions of Sections 2.5 and 10.01 through 10.03 hereof which would adversely affect any Manager (or any Affiliate of a Manager), the terms and provisions of this Agreement may be waived, modified, terminated or amended at any time by the sole Member. The sole Member shall not waive or amend any provision of Sections 2.05 or 10.01 through 10.03 hereof in such a manner as would adversely affect any Manager (or any Affiliate of a Manager) without the written consent of such Manager.

ARTICLE XIII

GENERAL PROVISIONS

SECTION 13.01 Notices. Except where otherwise specifically provided in this Agreement, all notices, requests, consents, approvals and statements shall be in writing and shall be deemed to have been properly given by (i) personal delivery, (ii) first class mail, postage prepaid, (iii) electronic facsimile transmission, or (iv) courier service, addressed in each case: if to the Company, at the address where the Company's books and records are maintained as specified in Section 1.02 hereof; if to a Manager, at such Manager's address set forth in Schedule A; and if to the Member, to the Member's address set forth in Schedule A, or, in each case, to such other address or addresses (and/or by e-mail or other manner of delivery) as the addressee may have specified by written notice as aforesaid.

SECTION 13.02 Binding on Successors. This Agreement shall be binding upon and inure to the benefit of the respective heirs, successors, assigns and legal representatives of the parties hereto.

SECTION 13.03 **Counterparts.** This Agreement or any amendment hereto may be signed in any number of counterparts, each of which shall be an original, but all of which taken together shall constitute one agreement (or amendment, as the case may be).

SECTION 13.04 **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware.

SECTION 13.05 **Construction.** Whenever the content of this Agreement permits, the masculine gender shall include the feminine and neuter genders, and reference to singular or plural shall be interchangeable with the other. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the other provisions, and this Agreement shall be construed and reformed in all respects as if any such invalid or unenforceable provision(s) were omitted in order to give effect to the intent and purposes of this Agreement. References in this Agreement to particular sections of the Code or the Delaware Act shall be deemed to refer to such sections or provisions of the Code or the Delaware Act (or any successor legislation) as they may be amended after the date of this Agreement.

ARTICLE XIV

CERTAIN DEFINITIONS

SECTION 14.01 **Certain Definitions**. For purposes of this Agreement, the following terms have the respective meanings set forth below:

"Affiliate" means, with respect to the Person to which it refers, a Person that either (i) directly or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with, such Person or (ii) is the successor or assign to such Person.

"Agreement" means this Limited Liability Company Agreement, as it may be subsequently amended or restated in accordance with its terms.

"Capital Contribution" means the aggregate amount of cash or other property contributed by the Member to the Company pursuant to this Agreement.

"Certificate" means the certificate of formation of the Company and any amendments or restatements thereof as filed with the Delaware Secretary of State under the Delaware Act.

"Code" means the United States Internal Revenue Code of 1986 and the rules and regulations promulgated thereunder, as amended from time to time, or any successor statute thereto.

"Delaware Act" means the Delaware Limited Liability Company Act, as amended from time to time.

"Distributable Cash" means all cash of the Company that the Managers determine is available for distribution to the Member after the payment or provision for payment by the Company of all expenses incurred by the Company and in collecting any amounts then owed to the Company and so attributable.

“Indemnitee” shall have the meaning set forth in Section 10.01.

“Majority of the Managers” means (i) at least three of the Managers if there are then five or four Managers, (ii) at least two of the Managers if there are then three Managers, and (iii) both of the Managers if there are then only two Managers.

“Manager” means each of the Persons then serving as a Manager of the Company in accordance to Section 2.01 hereof, in his capacity as a Manager of the LLC.

“Member” means Clean Harbors, Inc., a Massachusetts corporation.

“Net Profit” or “Net Loss” means, with respect to any fiscal year, the sum of the Company’s: (a) net profit or loss as determined in accordance with the Code and the Regulations thereunder, and (b) any income exempt from federal income tax, after deduction of all expenses properly chargeable to the Company for such fiscal year (whether deductible or non-deductible and whether described in Section 705(a)(2)(B) of the Code, treated as so described pursuant to Treasury Regulations Section 1.704-1(b)(2)(iv)(i), or otherwise). For this purpose, Net Profit or Net Loss shall be determined in accordance with tax accounting principles rather than generally accepted accounting principles, and any expenses required to be capitalized and included in the Company’s adjusted tax basis in any asset or which reduce the amount realized by the Company on the disposition of any asset shall be disregarded.

“Officers” means the President, the Executive Vice President, the Senior Vice Presidents, the Vice Presidents, the Treasurer, the Secretary, and any such other officers of the Company as shall be elected by a Majority of the Managers or the sole Member in accordance with Section 2.02(a) hereof.

“Person” means any individual, general partnership, limited partnership, limited liability company, corporation, joint venture, trust, business trust, cooperative or association and the heirs, executors, administrators, legal representative, successors and assigns of such Person where the context so admits.

“Treasury Regulations” mean the Regulations promulgated by the United States Department of the Treasury under the Code, as amended.

IN WITNESS WHEREOF, the undersigned have executed this Limited Liability Company Agreement as of the effective date first above written.

MANAGERS:

/s/ Eric W. Gerstenberg
Eric W. Gerstenberg

/s/ Stephen H. Moynihan
Stephen H. Moynihan

/s/ William J. Geary
William J. Geary

MEMBER:

CLEAN HARBORS, INC.

By: /s/ Stephen H. Moynihan
Stephen H. Moynihan
Senior Vice President

CLEAN HARBORS WILMINGTON, LLC

SCHEDULE A

Name and Address

Managers:	**Sole Member:**
Eric W. Gerstenberg c/o Clean Harbors, Inc. 42 Longwater Drive Norwell, MA 02061	Clean Harbors, Inc. 42 Longwater Drive Norwell, MA 02061
Stephen H. Moynihan c/o Clean Harbors, Inc. 42 Longwater Drive Norwell, MA 02061	
William J. Geary c/o Clean Harbors, Inc. 42 Longwater Drive Norwell, MA 02061	

Exhibit 3.54

Crowley Disposal, LLC

CERTIFICATE OF FORMATION

Pursuant to the provisions of Section 18-201 of the Limited Liability Company Act of the State of Delaware (the "Act"), the undersigned, being duly authorized, hereby certifies and states as follows:

1. Name of the Limited Liability Company. The name of the limited liability company formed hereby is Crowley Disposal, LLC (the "LLC").

2. Registered Agent and Office of the LLC. The name of the registered agent of the LLC in the State of Delaware is Capitol Corporate Services, Inc. and the registered office address of the registered agent for the purposes of Section 18-104 of the Act is 32 Loockerman Square, Suite 109, Dover, Kent County, Delaware 19901.

IN WITNESS WHEREOF, the undersigned hereby affirms that the facts stated herein are true, this 30th day of April, 2002.

/s/ C. Michael Malm
C. Michael Malm, Authorized Person

CROWLEY DISPOSAL, LLC

LIMITED LIABILITY COMPANY AGREEMENT

LIMITED LIABILITY COMPANY AGREEMENT effective as of May 1, 2002, by and among Eric W. Gerstenberg, Gene A. Cookson, Stephen H. Moynihan, Roger A. Koenecke, Carl Paschetag, and William J. Geary, as Managers; and Clean Harbors Disposal Services, Inc., a Delaware corporation, as the sole Member. Certain capitalized terms used herein have the respective meanings set forth in Section 14.01 hereof.

ARTICLE I
CAPITAL CORPORATE SERVICES, INC.,
ORGANIZATION

SECTION 1.01 Formation of the Company. Crowley Disposal, LLC (the "Company") has been formed as a limited liability company under the Delaware Limited Liability Company Act *(6 Del. C § 18-101, et seq.)*, as amended from time to time (the "Delaware Act"), through the filing of the Certificate with the Delaware Secretary of State on the effective date of this Agreement. The parties hereto agree to conduct the business of the Company in accordance with the provisions of the Act and of this Agreement.

SECTION 1.02 Name, Registered Office, and Maintenance of Books and Records. The name of the Company is "Crowley Disposal, LLC." The initial address of the Company's registered office in Delaware is 32 Lookerman Square, Suite 109, Dover, Dent County, Delaware 19901, and its initial agent at such address for service of process is Capitol Corporate Services, Inc. The Company's books and records shall be maintained at c/o Clean Harbors, Inc., 1501 Washington Street, Braintree, Massachusetts 02184. A Majority of the Managers may change the location at which the Company's books and records shall be maintained to such other location within the United States as such Managers may determine at any time, upon written notice to the Member stating such new location. A Majority of the Managers may also change the Company's registered agent from time to time in their sole discretion.

SECTION 1.03 Purposes. The purposes and objectives of the Company are to own, lease, manage and/or operate a licensed hazardous waste facility, to provide environmental services, and to engage in any other lawful activities allowed to be conducted by a limited liability company.

SECTION 1.04 Powers. Subject to the terms of this Agreement, and consistent with the purposes stated in Section 1.03 hereof, the Company shall have the following powers: (i) to enter into all agreements and engage in all activities and transactions necessary or advisable to carry out the Company's purposes; and (ii) to have all other powers available to it as a limited liability company organized under the laws of the State of Delaware. Without limitation of the foregoing, the Company shall have the powers: to acquire and dispose of assets and other property; to act as a general partner, limited partner, manager and/or member of any other Person; negotiate, enter into, and modify agreements including, without limitation, partnership agreements, limited liability company agreements, and leases or subleases of any real estate or

personal property; to incur obligations for and in connection with its business; to borrow money and provide guarantees for the obligations of other Persons and, if required by any lender, as security therefor to mortgage, pledge and grant security interests in all or any part of the assets and other property owned by the Company; to repay, in whole or in part, refinance, consolidate, recast, increase, modify or extend any loans which may affect any of the assets and other property owned by the Company; and to execute any and all other documents and instruments and exercise all powers necessary or appropriate to carry out the business of the Company.

ARTICLE II

CONDUCT AND MANAGEMENT OF THE LLC

SECTION 2.01 Managers. Except as otherwise provided in this Agreement for actions which require or permit approval by the sole Member, the business of the Company shall be under the control of the Managers. The names and current addresses of the initial Managers are as described in Schedule A hereto. One or more substitute or additional Managers may be elected at any time in the future by the sole Member. Each of the original Managers and any such substitute or additional Managers shall serve as a Manager until either (i) his voluntary resignation as a Manager, or (ii) his removal as a Manager with or without cause at any time by a Majority of the Managers or the sole Member. The Managers shall not be required to make any Capital Contributions to the Company.

SECTION 2.02 Officers.

(a) In order to facilitate the day-to-day operation of the Company's business, the Company shall have the following Officers: a President, Senior Vice Presidents, a Treasurer and a Secretary, and any such additional Officers as a Majority of the Managers may from time to time deem appropriate. The President shall be a Manager, but none of the other Officers need be a Manager. Unless otherwise determined from time to time by a Majority of the Managers or by the sole Member, Eric W. Gerstenberg shall be the President, Steven H. Moynihan shall be a Senior Vice President and an Assistant Treasurer, Roger Koenecke shall be a Senior Vice President, Carl Paschetag shall be the Treasurer, William J. Geary shall be a Vice President and the Assistant Secretary, and C. Michael Malm shall be Secretary. Unless otherwise determined from time to time by a Majority of the Managers or the sole Member, the President shall be the chief executive officer of the LLC, the Treasurer shall be responsible for maintaining the funds and financial books and records of the LLC, and the Secretary shall be responsible for maintaining the records of actions (whether by written consent or meeting) of the Managers and of the sole Member and the other non-financial records of the LLC. Each of the Officers of the LLC may be removed (and his successors elected) at any time by a Majority of the Managers or the sole Member.

(b) Except as may otherwise be determined from time to time by a Majority of the Managers or the sole Member, the Managers hereby delegate to the President and any Senior Vice President then in office full authority to act on behalf of the LLC. Except as may otherwise be determined from time to time by a Majority of the Managers or the sole Member, each of the President and Senior Vice Presidents shall have, without further approval or consent of any of the other Managers or the sole Member, full authority: to acquire and dispose of assets and other

property on behalf of the LLC; to negotiate, enter into, execute or modify agreements on behalf of the LLC including, without limitation, partnership agreements, limited liability company agreements, and leases or subleases of any real estate or personal property; to incur obligations for and on behalf of the LLC for and in connection with its business; to borrow money and provide guarantees for the obligations of other Persons and, if required by any lender, as security therefor to mortgage, pledge and grant security interests in all or any part of the assets and other property owned by the Company; to repay, in whole or in part, refinance, consolidate, recast, increase, modify or extend any loans which may affect any of the assets and other property owned by the Company; and to execute any and all other documents and instruments and exercise all powers necessary or appropriate to carry out the business of the Company.

SECTION 2.03 Authorization.

(a) Every contract, agreement, and other instrument executed on behalf of the Company by any Manager, the President or any Senior Vice President, or by another Officer of the Company, if such execution is authorized by a Majority of the Managers, shall be conclusive evidence in favor of every person or entity relying thereon or claiming thereunder that at the time of the delivery thereof (i) the Company was in existence, (ii) this Agreement had not been terminated or canceled or amended in any manner so as to restrict such authority (except as shown in the Certificate or other instrument duly filed with the Secretary of State of the State of Delaware), and (iii) the execution and delivery of such instrument were duly authorized by the Managers and/or the sole Member to the extent required.

(b) Any person or entity dealing with the Company may always rely on a certificate signed by any Manager, the President, any Senior Vice President, the Secretary or an Assistant Secretary:

(i) as to who are the Managers, the Officers or the Member of the Company,

(ii) as to the existence or nonexistence of any fact or facts which (A) constitute conditions precedent to acts by the Company, or (B) are in any other manner germane to the affairs of the Company,

(iii) as to who is authorized to execute and deliver any instrument or document on behalf of the Company,

(iv) as to the authenticity of any copy of this Agreement and amendments thereto, or

(v) as to any act or failure to act by the Company, or as to any other matter whatsoever involving the Company or any Manager or Officer or Member of the Company.

SECTION 2.04 Actions by Managers or the Sole Member. Approval of any action by the Company which under the terms of this Agreement requires approval by a Majority of the Managers may be granted either by a written consent signed by a Majority of the Managers or by an affirmative vote of a Majority of the Managers at a meeting held for such purpose either with or without prior notice. Any Manager may participate in any such meeting by telephone if all Managers participating in any such meeting shall be able to hear the other participating

Managers. The participation of a Majority of the Managers shall constitute a quorum for all purposes. If any action is approved by a Majority of the Managers but any Manager shall not sign any written consent by which, or shall not participate in any meeting at which, such approval was granted, the Secretary of the Company shall promptly provide to such Manager following the date of such written consent or meeting a copy of such written consent or minutes of such meeting. Any action taken by the sole Member under the terms of this Agreement shall be by written consent of the sole Member.

SECTION 2.05 **Duty of Care.** The sole Member acknowledges that decisions concerning the Company's activities will involve the exercise of judgment and a risk of loss. The Managers, the Officers and their Affiliates shall not be liable to the Company or the Member for any loss suffered by the Company or the Member which arises out of any action or omission of a Manager, an Officer or any Affiliate of a Manager or an Officer, provided that (i) such Manager, Officer or Affiliate determined, in good faith, that such course of conduct was in, or not opposed to, the best interest of the Company or was otherwise permitted by this Agreement, and (ii) such course of conduct did not constitute gross negligence or willful malfeasance, a material breach of this Agreement, or an intentional violation of federal or state law by such Manager, Officer or Affiliate. The Managers, the Officers, and their Affiliates shall not be liable for the negligence, whether of omission or commission, dishonesty or bad faith of any employee, broker or other agent of the Company selected by the Managers or the Officers with reasonable care. Furthermore, the Managers, the Officers, and their Affiliates shall be entitled to indemnification by the Company to the extent provided in Article X hereof.

ARTICLE III

MEMBER

SECTION 3.01 **Name, Address, and Capital Contribution**. The name and current address of the sole Member are as described in Schedule A hereto. On and after the date of this Agreement, the Member shall make to the Company either in cash or in other tangible or intangible property such Capital Contributions as shall be determined by the Member. The Treasurer shall record the Member's Capital Contributions on the financial records of the Company.

SECTION 3.02 **Limited Liability.** In accordance with the Delaware Act, the liability of the Member to the Company and its creditors shall be limited to (i) any unpaid Capital Contribution which the Member has agreed to make to the Company; (ii) the amount of any distribution previously received from the Company which the Member may be required to return to the Company pursuant to Section 18-607(b) of the Delaware Act; and (iii) the unpaid balance of any other payments (if any) that the Member expressly is required, pursuant to this Agreement, to make to the Company.

SECTION 3.03 **No Control of Company**. Except as otherwise provided in this Agreement, the Member, in its capacity as such, shall not take part in the management or control of the affairs of the Company, or undertake any transactions on behalf of the Company, or have any power to sign for or otherwise to bind the Company.

SECTION 3.04 **Dissolution, Liquidation or Bankruptcy.** The dissolution, liquidation or bankruptcy of the Member shall not result in the termination of the Company, but the rights of the Member under this Agreement shall accrue to the Member's successors, estate or legal representatives. Except as expressly provided in this Agreement, no other event affecting the Member (including but not limited to insolvency) shall affect this Agreement.

ARTICLE IV

EXPENSES AND COMPENSATION

SECTION 4.01 **No Management Fee.** The Company shall not be obligated to pay to the Managers (or any Affiliate of the Managers) any management fee or similar compensation. However, the Managers shall be entitled to receive compensation from the Member and its Affiliates in the Managers' respective capacities as officers and employees of the Member and its Affiliates.

SECTION 4.02 **Expenses.** The Company shall be responsible for the payment from its own funds of all of the Company's expenses.

ARTICLE V

DISTRIBUTIONS

SECTION 5.01 **Amount, Timing and Form.** The Managers shall determine in their discretion the amount, timing and form of all distributions of Distributable Cash to be made by the Company to the sole Member.

ARTICLE VI

TAX ALLOCATIONS

SECTION 6.01 **Allocations of Net Profit or Net Loss.** As described in Articles II, III and V above, the sole Member shall be responsible for all Capital Contributions to the Company, and the Company shall make all distributions to the Member. All distributions of Net Profit or Net Loss by the Company will accordingly be made to the Member. The Company shall therefore be treated for U.S. federal income tax purposes as a "disregarded entity" of which all of the beneficial interests are held by the sole Member.

ARTICLE VII

DURATION OF THE COMPANY

SECTION 7.01 **Term of Company.** The term of the Company commenced on the filing of the Certificate with the Delaware Secretary of State and shall continue until the date on which the Company is dissolved as provided in Sections 7.02 or 7.03 or by operation of law.

SECTION 7.02 **Dissolution Upon Sale of Assets**. The Company shall be dissolved in the event of the sale or distribution by the Company of all or substantially all of the assets of the Company.

SECTION 7.03 **Dissolution by Written Consent of Member.** The sole Member may dissolve the Company at any time by written consent executed by the Member and a copy of which shall be provided to the Managers.

ARTICLE VIII

LIQUIDATION OF THE COMPANY

SECTION 8.01 **General Provisions.** Following the dissolution of the Company in accordance with Article VII hereof, the Company's assets shall be liquidated in an orderly manner. The Managers (or, at the Managers' election, another Person selected by a Majority of the Managers) shall be the liquidator to wind up the affairs of the Company pursuant to this Agreement.

SECTION 8.02 **Liquidating Distributions.** The liquidator shall pay or provide for the satisfaction of the Company's liabilities and obligations to creditors. Any Net Profit or Net Loss realized in connection with the liquidation of the Company shall be allocated to the Member pursuant to Article VI hereof, and the remaining assets of the Company shall then be distributed to the Member. In performing its duties, the liquidator is authorized to sell, exchange or otherwise dispose of the assets of the Company in such reasonable manner as the liquidator shall determine to be in the best interest of the Company and the Member.

SECTION 8.03 **Expenses of Liquidator.** The expenses incurred by the liquidator in connection with winding up the Company, and all other losses or liabilities of the Company incurred in accordance with the terms of this Agreement, shall be borne by the Company.

SECTION 8.04 **Duration of Liquidation.** A reasonable time shall be allowed for the winding up of the affairs of the Company in order to minimize any losses otherwise associated with such a winding up.

SECTION 8.05 **Duty of Care.** The liquidator shall not be liable to the Company or the Member for any loss attributable to any act or omission of the liquidator in good faith and in a manner such liquidator reasonably believed to be in, or not opposed to, the best interests of the Company in connection with the liquidation of the Company and distribution of its assets and provided that such act or omission did not constitute gross negligence, willful misconduct or a material breach of this Agreement. The liquidator may consult with counsel, investment banking firms, consultants and accountants with respect to liquidating the Company and distributing its assets and may act or omit to act in accordance with the advice of such counsel, investment banking firms, consultants or accountants, provided they shall have been selected with reasonable care.

SECTION 8.06 **No Liability for Return of Capital.** The liquidator(s), the Managers and their respective officers, directors, agents and Affiliates shall not be personally liable for the return of the Capital Contribution of the Member to the Company.

ARTICLE IX

TRANSFER OF INTERESTS

SECTION 9.01 Limitation on Transfer of Rights and Obligations of Managers. The Managers shall not assign, pledge, mortgage, hypothecate, sell or otherwise dispose of or encumber all or any part of their rights or obligations under this Agreement without the prior written consent of the Member.

SECTION 9.02 Transfer of Member Interests. Except as may otherwise be required to comply with applicable federal and state laws, the sole Member shall have the right to transfer all or any part of its interests in the Company by delivery to the Company of an assignment in writing duly executed by the Member.

ARTICLE X

INDEMNIFICATION

SECTION 10.01 General Provisions.

(a) Subject to the limitations set forth below in this Article X, each of the Managers, the Officers, the Affiliates of the Managers and the Officers, and the liquidator (if any), (each such Person being referred to hereafter as an "Indemnitee"), shall be indemnified by the Company (but only out of Company assets, including the proceeds of liability insurance) against any claim, demand, controversy, dispute, cost, loss, damage, expense (including attorneys' fees), judgment and/or liability incurred by or imposed upon the Indemnitee in connection with any action, suit or proceeding (including any proceeding before any administrative or legislative body or agency), to which the Indemnitee shall become a party or shall be threatened to become a party, by reason of the Indemnitee's being at the time the cause of action arose or thereafter, a Manager, an Officer, an Affiliate of a Manager or an Officer,, a liquidator (if any), or a director, officer, member, partner, employee, consultant or other agent of any other organization in which the Company owns an interest, which other organization the Indemnitee serves or has served as director, officer, manager, member, partner, employee, consultant or other agent at the request of the Company (whether or not the Indemnitee continues to serve in such capacity at the time such action, suit or proceeding is brought or threatened). Each Indemnitee may be entitled to such indemnification notwithstanding that the Company has sold, assigned, distributed or otherwise transferred its investment in such other organization prior to the time that such action, suit or proceeding is brought or threatened.

(b) The Indemnitee shall not be indemnified with respect to matters as to which the Indemnitee shall have been finally adjudicated in any such action, suit or proceeding (i) not to have acted in good faith and in the reasonable belief that the Indemnitee's action was in accordance with such Person's obligations to the Company or to have acted with gross negligence or a willful disregard of his duties, or in breach of his fiduciary obligations, or (ii) with respect to any criminal action or proceeding, not to have had cause to believe beyond any reasonable doubt the Indemnitee's conduct was criminal. In the event of settlement of any action, suit or proceeding brought or threatened, the indemnification provided for in this Article X shall

apply to all matters covered by the settlement except for matters as to which the Company is advised by counsel (who may be counsel regularly retained to represent the Company) that the Person seeking indemnification, in the opinion of such counsel, did not act in good faith or acted with gross negligence or a willful disregard of such Person's duties, or in breach of such Person's fiduciary obligations, or, with respect to any criminal action or proceeding, that the Person seeking indemnification had reasonable cause to believe such Person's conduct was criminal.

(c) The right of indemnification provided for in this Article X shall be in addition to any rights to which any Indemnitee may otherwise be entitled and shall inure to the benefit of the executors, administrators, personal representatives, successors or assigns of each such Indemnitee. Such Indemnitee shall first use reasonable efforts to pursue other readily available sources of indemnification before pursuing a claim for indemnification against the Company under this Article X.

SECTION 10.02 Advance Payment of Expenses. The Company shall pay the expenses incurred by an Indemnitee in defending a civil or criminal action, suit or proceeding, or in opposing any claim arising in connection with any potential or threatened civil or criminal action, suit or proceeding, in advance of the final disposition of such action, suit or proceeding, upon receipt of an undertaking by such Indemnitee satisfactory to the Managers to repay such payment if he shall be determined to be not entitled to indemnification therefor as provided herein; provided, however, that in such instance the Indemnitee is not commencing an action, suit, or proceeding against the Company, or defending an action, suit or proceeding commenced against the Indemnitee by the Company, or opposing a claim by the Company arising in connection with any such potential or threatened action, suit or proceeding.

SECTION 10.03 Insurance. At its election, the Managers may cause the Company to purchase and maintain insurance, at the expense of the Company and to the extent available, for the protection of the Managers, the Officers, the Affiliates of the Managers and the Officers, any liquidator, and the directors, officers, employees, consultants or other agents of any such Person, against any liability incurred by any such Person in any such capacity or arising out of his status as such, whether or not the Company has the power to indemnify such Person against such liability. The Managers may also cause the Company to purchase and maintain insurance for the protection of any officer, director, employee, consultant or other agent of any other organization in which the Company owns an interest or of which the Company is a creditor against similar liabilities, whether or not the Company has the power to indemnify any such Person against such liabilities.

ARTICLE XI

ACCOUNTING; RECORDS AND REPORTS

SECTION 11.01 Fiscal Year. The fiscal year of the Company shall be the calendar year, or such other year as required by the Code.

SECTION 11.02 Keeping of Accounts and Records. At all times the Managers shall cause to be kept proper and complete books of account, in which shall be entered fully and

accurately the transactions of the Company. Such books of account, together with (i) an executed copy of this Agreement (and any amendments hereto); (ii) the Certificate of the Company (and any amendments thereto); (iii) executed copies of any powers of attorney pursuant to which any of the aforesaid documents has been executed; and (iv) financial statements of the Company for each of the prior three years, shall at all times be maintained at the location specified in Section 1.02 hereof.

SECTION 11.03 Inspection Rights. Until the liquidation of the Company has been completed, the Member may examine the Company's books, records, accounts and assets, including bank balances, and may make, or cause to be made, any audit thereof at the Company's expense.

SECTION 11.04 Reports. The Managers shall prepare and transmit to the Member at the Company's expense such financial and other reports as shall be determined from time to time by the Member.

ARTICLE XII

WAIVER AND AMENDMENT

SECTION 12.01 Waiver and Amendment. Except for any waiver or amendment of the provisions of Sections 2.5 and 10.01 through 10.03 hereof which would adversely affect any Manager (or any Affiliate of a Manager), the terms and provisions of this Agreement may be waived, modified, terminated or amended at any time by the sole Member. The sole Member shall not waive or amend any provision of Sections 2.05 or 10.01 through 10.03 hereof in such a manner as would adversely affect any Manager (or any Affiliate of a Manager) without the written consent of such Manager.

ARTICLE XIII

GENERAL PROVISIONS

SECTION 13.01 Notices. Except where otherwise specifically provided in this Agreement, all notices, requests, consents, approvals and statements shall be in writing and shall be deemed to have been properly given by (i) personal delivery, (ii) first class mail, postage prepaid, (iii) electronic facsimile transmission, or (iv) courier service, addressed in each case: if to the Company, at the address where the Company's books and records are maintained as specified in Section 1.02 hereof; if to a Manager, at such Manager's address set forth in Schedule A; and if to the Member, to the Member's address set forth in Schedule A, or, in each case, to such other address or addresses (and/or by e-mail or other manner of delivery) as the addressee may have specified by written notice as aforesaid.

SECTION 13.02 Binding on Successors. This Agreement shall be binding upon and inure to the benefit of the respective heirs, successors, assigns and legal representatives of the parties hereto.

SECTION 13.03 **Counterparts.** This Agreement or any amendment hereto may be signed in any number of counterparts, each of which shall be an original, but all of which taken together shall constitute one agreement (or amendment, as the case may be).

SECTION 13.04 **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware.

SECTION 13.05 **Construction.** Whenever the content of this Agreement permits, the masculine gender shall include the feminine and neuter genders, and reference to singular or plural shall be interchangeable with the other. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the other provisions, and this Agreement shall be construed and reformed in all respects as if any such invalid or unenforceable provision(s) were omitted in order to give effect to the intent and purposes of this Agreement. References in this Agreement to particular sections of the Code or the Delaware Act shall be deemed to refer to such sections or provisions of the Code or the Delaware Act (or any successor legislation) as they may be amended after the date of this Agreement.

ARTICLE XIV

CERTAIN DEFINITIONS

SECTION 14.01 **Certain Definitions**. For purposes of this Agreement, the following terms have the respective meanings set forth below:

"Affiliate " means, with respect to the Person to which it refers, a Person that either (i) directly or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with, such Person or (ii) is the successor or assign to such Person.

"Agreement" means this Limited Liability Company Agreement, as it may be subsequently amended or restated in accordance with its terms.

"Capital Contribution " means the aggregate amount of cash or other property contributed by the Member to the Company pursuant to this Agreement.

"Certificate " means the certificate of formation of the Company and any amendments or restatements thereof as filed with the Delaware Secretary of State under the Delaware Act.

"Code " means the United States Internal Revenue Code of 1986 and the rules and regulations promulgated thereunder, as amended from time to time, or any successor statute thereto.

"Delaware Act" means the Delaware Limited Liability Company Act, as amended from time to time.

"Distributable Cash " means all cash of the Company that the Managers determine is available for distribution to the Member after the payment or provision for payment by the Company of all expenses incurred by the Company and in collecting any amounts then owed to the Company and so attributable.

"Indemnitee " shall have the meaning set forth in Section 10.01.

"Majority of the Managers" means (i) at least four of the Managers if there are then six Managers, (ii) at least three of the Managers if there are then five or four Managers, (iii) at least two of the Managers if there are then three Managers, and (ii) both of the Managers if there are then only two Managers.

"Manager" means each of the Persons then serving as a Manager of the Company in accordance to Section 2.01 hereof, in his capacity as a Manager of the LLC.

"Member" means Clean Harbors Disposal Services, Inc., a Delaware corporation.

"Net Profit" or "Net Loss " means, with respect to any fiscal year, the sum of the Company's: (a) net profit or loss as determined in accordance with the Code and the Regulations thereunder, and (b) any income exempt from federal income tax, after deduction of all expenses properly chargeable to the Company for such fiscal year (whether deductible or non-deductible and whether described in Section 705(a)(2)(B) of the Code, treated as so described pursuant to Treasury Regulations Section 1.704-1(b)(2)(iv)(i), or otherwise). For this purpose, Net Profit or Net Loss shall be determined in accordance with tax accounting principles rather than generally accepted accounting principles, and any expenses required to be capitalized and included in the Company's adjusted tax basis in any asset or which reduce the amount realized by the Company on the disposition of any asset shall be disregarded.

"Officers" means the President, the Senior Vice President, the Treasurer, the Secretary, and any such other officers of the Company as shall be elected by a Majority of the Managers or the sole Member in accordance with Section 2.02(a) hereof.

"Person " means any individual, general partnership, limited partnership, limited liability company, corporation, joint venture, trust, business trust, cooperative or association and the heirs, executors, administrators, legal representative, successors and assigns of such Person where the context so admits.

"Treasury Regulations" mean the Regulations promulgated by the United States Department of the Treasury under the Code, as amended.

IN WITNESS WHEREOF, the undersigned have executed this Limited Liability Company Agreement as of the effective date first above written.

MANAGERS:

/s/ Eric W. Gerstenberg
Eric W. Gerstenberg

/s/ Gene A. Cookson
Gene A. Cookson

/s/ Stephen H. Moynihan
Stephen H. Moynihan

/s/ Roger A. Koenecke
Roger A. Koenecke

/s/ Carl Paschetag
Carl Paschetag

/s/ William J. Geary
William J. Geary

MEMBER:

CLEAN HARBORS DISPOSAL SERVICES, INC.

By: /s/ Stephen H. Moynihan
Stephen H. Moynihan
Senior Vice President

CROWLEY DISPOSAL, LLC

SCHEDULE A

Name and Address

Managers:

Eric W. Gerstenberg
c/o Clean Harbors, Inc.
1501 Washington Street
Braintree, MA 02184

Gene A. Cookson
c/o Clean Harbors, Inc.
1501 Washington Street
Braintree, MA 02184

Stephen H. Moynihan
c/o Clean Harbors, Inc.
1501 Washington Street
Braintree, MA 02184

Roger A. Koenecke
c/o Clean Harbors, Inc.
1501 Washington Street
Braintree, MA 02184

Carl Paschetag
c/o Clean Harbors, Inc.
1501 Washington Street
Braintree, MA 02184

William J. Geary
c/o Clean Harbors, Inc.
1501 Washington Street
Braintree, MA 02184

Sole Member:

Clean Harbors Disposal Services, Inc.
1501 Washington Street
Braintree, MA 02184

Exhibit 3.55

Disposal Properties, LLC

CERTIFICATE OF FORMATION

Pursuant to the provisions of Section 18-201 of the Limited Liability Company Act of the State of Delaware (the "Act"), the undersigned, being duly authorized, hereby certifies and states as follows:

1. Name of the Limited Liability Company. The name of the limited liability company formed hereby is Disposal Properties, LLC (the "LLC").

2. Registered Agent and Office of the LLC. The name of the registered agent of the LLC in the State of Delaware is Capitol Corporate Services, Inc. and the registered office address of the registered agent for the purposes of Section 18-104 of the Act is 32 Loockerman Square, Suite 109, Dover, Kent County, Delaware 19901.

IN WITNESS WHEREOF, the undersigned hereby affirms that the facts stated herein are true, this 30th day of April, 2002.

/s/ C. Michael Malm
C. Michael Malm, Authorized Person

DISPOSAL PROPERTIES, LLC

LIMITED LIABILITY COMPANY AGREEMENT

LIMITED LIABILITY COMPANY AGREEMENT effective as of May 1, 2002, by and among Eric W. Gerstenberg, Gene A. Cookson, Stephen H. Moynihan, Roger A. Koenecke, Carl Paschetag, and William J. Geary, as Managers; and Clean Harbors Disposal Services, Inc., a Delaware corporation, as the sole Member. Certain capitalized terms used herein have the respective meanings set forth in Section 14.01 hereof.

ARTICLE I
CAPITAL CORPORATE SERVICES, INC.,
ORGANIZATION

SECTION 1.01 Formation of the Company. Disposal Properties, LLC (the "Company") has been formed as a limited liability company under the Delaware Limited Liability Company Act *(6 Del. C § 18-101, et seq.)*, as amended from time to time (the "Delaware Act"), through the filing of the Certificate with the Delaware Secretary of State on the effective date of this Agreement. The parties hereto agree to conduct the business of the Company in accordance with the provisions of the Act and of this Agreement.

SECTION 1.02 Name, Registered Office, and Maintenance of Books and Records. The name of the Company is "Disposal Properties, LLC." The initial address of the Company's registered office in Delaware is 32 Lookerman Square, Suite 109, Dover, Dent County, Delaware 19901, and its initial agent at such address for service of process is Capitol Corporate Services, Inc. The Company's books and records shall be maintained at c/o Clean Harbors, Inc., 1501 Washington Street, Braintree, Massachusetts 02184. A Majority of the Managers may change the location at which the Company's books and records shall be maintained to such other location within the United States as such Managers may determine at any time, upon written notice to the Member stating such new location. A Majority of the Managers may also change the Company's registered agent from time to time in their sole discretion.

SECTION 1.03 Purposes. The purposes and objectives of the Company are to own, lease, manage and/or operate a licensed hazardous waste facility, to provide environmental services, and to engage in any other lawful activities allowed to be conducted by a limited liability company.

SECTION 1.04 Powers. Subject to the terms of this Agreement, and consistent with the purposes stated in Section 1.03 hereof, the Company shall have the following powers: (i) to enter into all agreements and engage in all activities and transactions necessary or advisable to carry out the Company's purposes; and (ii) to have all other powers available to it as a limited liability company organized under the laws of the State of Delaware. Without limitation of the foregoing, the Company shall have the powers: to acquire and dispose of assets and other property; to act as a general partner, limited partner, manager and/or member of any other Person; negotiate, enter into, and modify agreements including, without limitation, partnership agreements, limited liability company agreements, and leases or subleases of any real estate or

personal property; to incur obligations for and in connection with its business; to borrow money and provide guarantees for the obligations of other Persons and, if required by any lender, as security therefor to mortgage, pledge and grant security interests in all or any part of the assets and other property owned by the Company; to repay, in whole or in part, refinance, consolidate, recast, increase, modify or extend any loans which may affect any of the assets and other property owned by the Company; and to execute any and all other documents and instruments and exercise all powers necessary or appropriate to carry out the business of the Company.

ARTICLE II

CONDUCT AND MANAGEMENT OF THE LLC

SECTION 2.01 Managers. Except as otherwise provided in this Agreement for actions which require or permit approval by the sole Member, the business of the Company shall be under the control of the Managers. The names and current addresses of the initial Managers are as described in Schedule A hereto. One or more substitute or additional Managers may be elected at any time in the future by the sole Member. Each of the original Managers and any such substitute or additional Managers shall serve as a Manager until either (i) his voluntary resignation as a Manager, or (ii) his removal as a Manager with or without cause at any time by a Majority of the Managers or the sole Member. The Managers shall not be required to make any Capital Contributions to the Company.

SECTION 2.02 Officers.

(a) In order to facilitate the day-to-day operation of the Company's business, the Company shall have the following Officers: a President, Senior Vice Presidents, a Treasurer and a Secretary, and any such additional Officers as a Majority of the Managers may from time to time deem appropriate. The President shall be a Manager, but none of the other Officers need be a Manager. Unless otherwise determined from time to time by a Majority of the Managers or by the sole Member, Eric W. Gerstenberg shall be the President, Steven H. Moynihan shall be a Senior Vice President and an Assistant Treasurer, Roger Koenecke shall be a Senior Vice President, Carl Paschetag shall be the Treasurer, William J. Geary shall be a Vice President and the Assistant Secretary, and C. Michael Malm shall be Secretary. Unless otherwise determined from time to time by a Majority of the Managers or the sole Member, the President shall be the chief executive officer of the LLC, the Treasurer shall be responsible for maintaining the funds and financial books and records of the LLC, and the Secretary shall be responsible for maintaining the records of actions (whether by written consent or meeting) of the Managers and of the sole Member and the other non-financial records of the LLC. Each of the Officers of the LLC may be removed (and his successors elected) at any time by a Majority of the Managers or the sole Member.

(b) Except as may otherwise be determined from time to time by a Majority of the Managers or the sole Member, the Managers hereby delegate to the President and any Senior Vice President then in office full authority to act on behalf of the LLC. Except as may otherwise be determined from time to time by a Majority of the Managers or the sole Member, each of the President and Senior Vice Presidents shall have, without further approval or consent of any of the other Managers or the sole Member, full authority: to acquire and dispose of assets and other

property on behalf of the LLC; to negotiate, enter into, execute or modify agreements on behalf of the LLC including, without limitation, partnership agreements, limited liability company agreements, and leases or subleases of any real estate or personal property; to incur obligations for and on behalf of the LLC for and in connection with its business; to borrow money and provide guarantees for the obligations of other Persons and, if required by any lender, as security therefor to mortgage, pledge and grant security interests in all or any part of the assets and other property owned by the Company; to repay, in whole or in part, refinance, consolidate, recast, increase, modify or extend any loans which may affect any of the assets and other property owned by the Company; and to execute any and all other documents and instruments and exercise all powers necessary or appropriate to carry out the business of the Company.

SECTION 2.03 Authorization.

(a) Every contract, agreement, and other instrument executed on behalf of the Company by any Manager, the President or any Senior Vice President, or by another Officer of the Company, if such execution is authorized by a Majority of the Managers, shall be conclusive evidence in favor of every person or entity relying thereon or claiming thereunder that at the time of the delivery thereof (i) the Company was in existence, (ii) this Agreement had not been terminated or canceled or amended in any manner so as to restrict such authority (except as shown in the Certificate or other instrument duly filed with the Secretary of State of the State of Delaware), and (iii) the execution and delivery of such instrument were duly authorized by the Managers and/or the sole Member to the extent required.

(b) Any person or entity dealing with the Company may always rely on a certificate signed by any Manager, the President, any Senior Vice President, the Secretary or an Assistant Secretary:

(i) as to who are the Managers, the Officers or the Member of the Company,

(ii) as to the existence or nonexistence of any fact or facts which (A) constitute conditions precedent to acts by the Company, or (B) are in any other manner germane to the affairs of the Company,

(iii) as to who is authorized to execute and deliver any instrument or document on behalf of the Company,

(iv) as to the authenticity of any copy of this Agreement and amendments thereto, or

(v) as to any act or failure to act by the Company, or as to any other matter whatsoever involving the Company or any Manager or Officer or Member of the Company.

SECTION 2.04 Actions by Managers or the Sole Member. Approval of any action by the Company which under the terms of this Agreement requires approval by a Majority of the Managers may be granted either by a written consent signed by a Majority of the Managers or by an affirmative vote of a Majority of the Managers at a meeting held for such purpose either with or without prior notice. Any Manager may participate in any such meeting by telephone if all Managers participating in any such meeting shall be able to hear the other participating

Managers. The participation of a Majority of the Managers shall constitute a quorum for all purposes. If any action is approved by a Majority of the Managers but any Manager shall not sign any written consent by which, or shall not participate in any meeting at which, such approval was granted, the Secretary of the Company shall promptly provide to such Manager following the date of such written consent or meeting a copy of such written consent or minutes of such meeting. Any action taken by the sole Member under the terms of this Agreement shall be by written consent of the sole Member.

SECTION 2.05 **Duty of Care.** The sole Member acknowledges that decisions concerning the Company's activities will involve the exercise of judgment and a risk of loss. The Managers, the Officers and their Affiliates shall not be liable to the Company or the Member for any loss suffered by the Company or the Member which arises out of any action or omission of a Manager, an Officer or any Affiliate of a Manager or an Officer, provided that (i) such Manager, Officer or Affiliate determined, in good faith, that such course of conduct was in, or not opposed to, the best interest of the Company or was otherwise permitted by this Agreement, and (ii) such course of conduct did not constitute gross negligence or willful malfeasance, a material breach of this Agreement, or an intentional violation of federal or state law by such Manager, Officer or Affiliate. The Managers, the Officers, and their Affiliates shall not be liable for the negligence, whether of omission or commission, dishonesty or bad faith of any employee, broker or other agent of the Company selected by the Managers or the Officers with reasonable care. Furthermore, the Managers, the Officers, and their Affiliates shall be entitled to indemnification by the Company to the extent provided in Article X hereof.

ARTICLE III

MEMBER

SECTION 3.01 **Name, Address, and Capital Contribution**. The name and current address of the sole Member are as described in Schedule A hereto. On and after the date of this Agreement, the Member shall make to the Company either in cash or in other tangible or intangible property such Capital Contributions as shall be determined by the Member. The Treasurer shall record the Member's Capital Contributions on the financial records of the Company.

SECTION 3.02 **Limited Liability.** In accordance with the Delaware Act, the liability of the Member to the Company and its creditors shall be limited to (i) any unpaid Capital Contribution which the Member has agreed to make to the Company; (ii) the amount of any distribution previously received from the Company which the Member may be required to return to the Company pursuant to Section 18-607(b) of the Delaware Act; and (iii) the unpaid balance of any other payments (if any) that the Member expressly is required, pursuant to this Agreement, to make to the Company.

SECTION 3.03 **No Control of Company**. Except as otherwise provided in this Agreement, the Member, in its capacity as such, shall not take part in the management or control of the affairs of the Company, or undertake any transactions on behalf of the Company, or have any power to sign for or otherwise to bind the Company.

SECTION 3.04 **Dissolution, Liquidation or Bankruptcy.** The dissolution, liquidation or bankruptcy of the Member shall not result in the termination of the Company, but the rights of the Member under this Agreement shall accrue to the Member's successors, estate or legal representatives. Except as expressly provided in this Agreement, no other event affecting the Member (including but not limited to insolvency) shall affect this Agreement.

ARTICLE IV

EXPENSES AND COMPENSATION

SECTION 4.01 **No Management Fee.** The Company shall not be obligated to pay to the Managers (or any Affiliate of the Managers) any management fee or similar compensation. However, the Managers shall be entitled to receive compensation from the Member and its Affiliates in the Managers' respective capacities as officers and employees of the Member and its Affiliates.

SECTION 4.02 **Expenses.** The Company shall be responsible for the payment from its own funds of all of the Company's expenses.

ARTICLE V

DISTRIBUTIONS

SECTION 5.01 **Amount, Timing and Form.** The Managers shall determine in their discretion the amount, timing and form of all distributions of Distributable Cash to be made by the Company to the sole Member.

ARTICLE VI

TAX ALLOCATIONS

SECTION 6.01 **Allocations of Net Profit or Net Loss.** As described in Articles II, III and V above, the sole Member shall be responsible for all Capital Contributions to the Company, and the Company shall make all distributions to the Member. All distributions of Net Profit or Net Loss by the Company will accordingly be made to the Member. The Company shall therefore be treated for U.S. federal income tax purposes as a "disregarded entity" of which all of the beneficial interests are held by the sole Member.

ARTICLE VII

DURATION OF THE COMPANY

SECTION 7.01 **Term of Company.** The term of the Company commenced on the filing of the Certificate with the Delaware Secretary of State and shall continue until the date on which the Company is dissolved as provided in Sections 7.02 or 7.03 or by operation of law.

SECTION 7.02 **Dissolution Upon Sale of Assets**. The Company shall be dissolved in the event of the sale or distribution by the Company of all or substantially all of the assets of the Company.

SECTION 7.03 **Dissolution by Written Consent of Member.** The sole Member may dissolve the Company at any time by written consent executed by the Member and a copy of which shall be provided to the Managers.

ARTICLE VIII

LIQUIDATION OF THE COMPANY

SECTION 8.01 **General Provisions.** Following the dissolution of the Company in accordance with Article VII hereof, the Company's assets shall be liquidated in an orderly manner. The Managers (or, at the Managers' election, another Person selected by a Majority of the Managers) shall be the liquidator to wind up the affairs of the Company pursuant to this Agreement.

SECTION 8.02 **Liquidating Distributions.** The liquidator shall pay or provide for the satisfaction of the Company's liabilities and obligations to creditors. Any Net Profit or Net Loss realized in connection with the liquidation of the Company shall be allocated to the Member pursuant to Article VI hereof, and the remaining assets of the Company shall then be distributed to the Member. In performing its duties, the liquidator is authorized to sell, exchange or otherwise dispose of the assets of the Company in such reasonable manner as the liquidator shall determine to be in the best interest of the Company and the Member.

SECTION 8.03 **Expenses of Liquidator.** The expenses incurred by the liquidator in connection with winding up the Company, and all other losses or liabilities of the Company incurred in accordance with the terms of this Agreement, shall be borne by the Company.

SECTION 8.04 **Duration of Liquidation.** A reasonable time shall be allowed for the winding up of the affairs of the Company in order to minimize any losses otherwise associated with such a winding up.

SECTION 8.05 **Duty of Care.** The liquidator shall not be liable to the Company or the Member for any loss attributable to any act or omission of the liquidator in good faith and in a manner such liquidator reasonably believed to be in, or not opposed to, the best interests of the Company in connection with the liquidation of the Company and distribution of its assets and provided that such act or omission did not constitute gross negligence, willful misconduct or a material breach of this Agreement. The liquidator may consult with counsel, investment banking firms, consultants and accountants with respect to liquidating the Company and distributing its assets and may act or omit to act in accordance with the advice of such counsel, investment banking firms, consultants or accountants, provided they shall have been selected with reasonable care.

SECTION 8.06 **No Liability for Return of Capital.** The liquidator(s), the Managers and their respective officers, directors, agents and Affiliates shall not be personally liable for the return of the Capital Contribution of the Member to the Company.

ARTICLE IX

TRANSFER OF INTERESTS

SECTION 9.01 Limitation on Transfer of Rights and Obligations of Managers. The Managers shall not assign, pledge, mortgage, hypothecate, sell or otherwise dispose of or encumber all or any part of their rights or obligations under this Agreement without the prior written consent of the Member.

SECTION 9.02 Transfer of Member Interests. Except as may otherwise be required to comply with applicable federal and state laws, the sole Member shall have the right to transfer all or any part of its interests in the Company by delivery to the Company of an assignment in writing duly executed by the Member.

ARTICLE X

INDEMNIFICATION

SECTION 10.01 General Provisions.

(a) Subject to the limitations set forth below in this Article X, each of the Managers, the Officers, the Affiliates of the Managers and the Officers, and the liquidator (if any), (each such Person being referred to hereafter as an "Indemnitee"), shall be indemnified by the Company (but only out of Company assets, including the proceeds of liability insurance) against any claim, demand, controversy, dispute, cost, loss, damage, expense (including attorneys' fees), judgment and/or liability incurred by or imposed upon the Indemnitee in connection with any action, suit or proceeding (including any proceeding before any administrative or legislative body or agency), to which the Indemnitee shall become a party or shall be threatened to become a party, by reason of the Indemnitee's being at the time the cause of action arose or thereafter, a Manager, an Officer, an Affiliate of a Manager or an Officer,, a liquidator (if any), or a director, officer, member, partner, employee, consultant or other agent of any other organization in which the Company owns an interest, which other organization the Indemnitee serves or has served as director, officer, manager, member, partner, employee, consultant or other agent at the request of the Company (whether or not the Indemnitee continues to serve in such capacity at the time such action, suit or proceeding is brought or threatened). Each Indemnitee may be entitled to such indemnification notwithstanding that the Company has sold, assigned, distributed or otherwise transferred its investment in such other organization prior to the time that such action, suit or proceeding is brought or threatened.

(b) The Indemnitee shall not be indemnified with respect to matters as to which the Indemnitee shall have been finally adjudicated in any such action, suit or proceeding (i) not to have acted in good faith and in the reasonable belief that the Indemnitee's action was in accordance with such Person's obligations to the Company or to have acted with gross negligence or a willful disregard of his duties, or in breach of his fiduciary obligations, or (ii) with respect to any criminal action or proceeding, not to have had cause to believe beyond any reasonable doubt the Indemnitee's conduct was criminal. In the event of settlement of any action, suit or proceeding brought or threatened, the indemnification provided for in this Article X shall

apply to all matters covered by the settlement except for matters as to which the Company is advised by counsel (who may be counsel regularly retained to represent the Company) that the Person seeking indemnification, in the opinion of such counsel, did not act in good faith or acted with gross negligence or a willful disregard of such Person's duties, or in breach of such Person's fiduciary obligations, or, with respect to any criminal action or proceeding, that the Person seeking indemnification had reasonable cause to believe such Person's conduct was criminal.

(c) The right of indemnification provided for in this Article X shall be in addition to any rights to which any Indemnitee may otherwise be entitled and shall inure to the benefit of the executors, administrators, personal representatives, successors or assigns of each such Indemnitee. Such Indemnitee shall first use reasonable efforts to pursue other readily available sources of indemnification before pursuing a claim for indemnification against the Company under this Article X.

SECTION 10.02 Advance Payment of Expenses. The Company shall pay the expenses incurred by an Indemnitee in defending a civil or criminal action, suit or proceeding, or in opposing any claim arising in connection with any potential or threatened civil or criminal action, suit or proceeding, in advance of the final disposition of such action, suit or proceeding, upon receipt of an undertaking by such Indemnitee satisfactory to the Managers to repay such payment if he shall be determined to be not entitled to indemnification therefor as provided herein; provided, however, that in such instance the Indemnitee is not commencing an action, suit, or proceeding against the Company, or defending an action, suit or proceeding commenced against the Indemnitee by the Company, or opposing a claim by the Company arising in connection with any such potential or threatened action, suit or proceeding.

SECTION 10.03 Insurance. At its election, the Managers may cause the Company to purchase and maintain insurance, at the expense of the Company and to the extent available, for the protection of the Managers, the Officers, the Affiliates of the Managers and the Officers, any liquidator, and the directors, officers, employees, consultants or other agents of any such Person, against any liability incurred by any such Person in any such capacity or arising out of his status as such, whether or not the Company has the power to indemnify such Person against such liability. The Managers may also cause the Company to purchase and maintain insurance for the protection of any officer, director, employee, consultant or other agent of any other organization in which the Company owns an interest or of which the Company is a creditor against similar liabilities, whether or not the Company has the power to indemnify any such Person against such liabilities.

ARTICLE XI

ACCOUNTING; RECORDS AND REPORTS

SECTION 11.01 Fiscal Year. The fiscal year of the Company shall be the calendar year, or such other year as required by the Code.

SECTION 11.02 Keeping of Accounts and Records. At all times the Managers shall cause to be kept proper and complete books of account, in which shall be entered fully and

accurately the transactions of the Company. Such books of account, together with (i) an executed copy of this Agreement (and any amendments hereto); (ii) the Certificate of the Company (and any amendments thereto); (iii) executed copies of any powers of attorney pursuant to which any of the aforesaid documents has been executed; and (iv) financial statements of the Company for each of the prior three years, shall at all times be maintained at the location specified in Section 1.02 hereof.

SECTION 11.03 **Inspection Rights.** Until the liquidation of the Company has been completed, the Member may examine the Company's books, records, accounts and assets, including bank balances, and may make, or cause to be made, any audit thereof at the Company's expense.

SECTION 11.04 **Reports.** The Managers shall prepare and transmit to the Member at the Company's expense such financial and other reports as shall be determined from time to time by the Member.

ARTICLE XII

WAIVER AND AMENDMENT

SECTION 12.01 **Waiver and Amendment.** Except for any waiver or amendment of the provisions of Sections 2.5 and 10.01 through 10.03 hereof which would adversely affect any Manager (or any Affiliate of a Manager), the terms and provisions of this Agreement may be waived, modified, terminated or amended at any time by the sole Member. The sole Member shall not waive or amend any provision of Sections 2.05 or 10.01 through 10.03 hereof in such a manner as would adversely affect any Manager (or any Affiliate of a Manager) without the written consent of such Manager.

ARTICLE XIII

GENERAL PROVISIONS

SECTION 13.01 **Notices.** Except where otherwise specifically provided in this Agreement, all notices, requests, consents, approvals and statements shall be in writing and shall be deemed to have been properly given by (i) personal delivery, (ii) first class mail, postage prepaid, (iii) electronic facsimile transmission, or (iv) courier service, addressed in each case: if to the Company, at the address where the Company's books and records are maintained as specified in Section 1.02 hereof; if to a Manager, at such Manager's address set forth in Schedule A; and if to the Member, to the Member's address set forth in Schedule A, or, in each case, to such other address or addresses (and/or by e-mail or other manner of delivery) as the addressee may have specified by written notice as aforesaid.

SECTION 13.02 **Binding on Successors**. This Agreement shall be binding upon and inure to the benefit of the respective heirs, successors, assigns and legal representatives of the parties hereto.

SECTION 13.03 **Counterparts.** This Agreement or any amendment hereto may be signed in any number of counterparts, each of which shall be an original, but all of which taken together shall constitute one agreement (or amendment, as the case may be).

SECTION 13.04 **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware.

SECTION 13.05 **Construction.** Whenever the content of this Agreement permits, the masculine gender shall include the feminine and neuter genders, and reference to singular or plural shall be interchangeable with the other. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the other provisions, and this Agreement shall be construed and reformed in all respects as if any such invalid or unenforceable provision(s) were omitted in order to give effect to the intent and purposes of this Agreement. References in this Agreement to particular sections of the Code or the Delaware Act shall be deemed to refer to such sections or provisions of the Code or the Delaware Act (or any successor legislation) as they may be amended after the date of this Agreement.

ARTICLE XIV

CERTAIN DEFINITIONS

SECTION 14.01 **Certain Definitions**. For purposes of this Agreement, the following terms have the respective meanings set forth below:

"Affiliate " means, with respect to the Person to which it refers, a Person that either (i) directly or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with, such Person or (ii) is the successor or assign to such Person.

"Agreement" means this Limited Liability Company Agreement, as it may be subsequently amended or restated in accordance with its terms.

"Capital Contribution " means the aggregate amount of cash or other property contributed by the Member to the Company pursuant to this Agreement.

"Certificate " means the certificate of formation of the Company and any amendments or restatements thereof as filed with the Delaware Secretary of State under the Delaware Act.

"Code " means the United States Internal Revenue Code of 1986 and the rules and regulations promulgated thereunder, as amended from time to time, or any successor statute thereto.

"Delaware Act" means the Delaware Limited Liability Company Act, as amended from time to time.

"Distributable Cash " means all cash of the Company that the Managers determine is available for distribution to the Member after the payment or provision for payment by the Company of all expenses incurred by the Company and in collecting any amounts then owed to the Company and so attributable.

“Indemnitee “ shall have the meaning set forth in Section 10.01.

“Majority of the Managers” means (i) at least four of the Managers if there are then six Managers, (ii) at least three of the Managers if there are then five or four Managers, (iii) at least two of the Managers if there are then three Managers, and (ii) both of the Managers if there are then only two Managers.

“Manager” means each of the Persons then serving as a Manager of the Company in accordance to Section 2.01 hereof, in his capacity as a Manager of the LLC.

“Member” means Clean Harbors Disposal Services, Inc., a Delaware corporation.

“Net Profit” or “Net Loss “ means, with respect to any fiscal year, the sum of the Company’s: (a) net profit or loss as determined in accordance with the Code and the Regulations thereunder, and (b) any income exempt from federal income tax, after deduction of all expenses properly chargeable to the Company for such fiscal year (whether deductible or non-deductible and whether described in Section 705(a)(2)(B) of the Code, treated as so described pursuant to Treasury Regulations Section 1.704-1(b)(2)(iv)(i), or otherwise). For this purpose, Net Profit or Net Loss shall be determined in accordance with tax accounting principles rather than generally accepted accounting principles, and any expenses required to be capitalized and included in the Company’s adjusted tax basis in any asset or which reduce the amount realized by the Company on the disposition of any asset shall be disregarded.

“Officers” means the President, the Senior Vice President, the Treasurer, the Secretary, and any such other officers of the Company as shall be elected by a Majority of the Managers or the sole Member in accordance with Section 2.02(a) hereof.

“Person “ means any individual, general partnership, limited partnership, limited liability company, corporation, joint venture, trust, business trust, cooperative or association and the heirs, executors, administrators, legal representative, successors and assigns of such Person where the context so admits.

“Treasury Regulations” mean the Regulations promulgated by the United States Department of the Treasury under the Code, as amended.

IN WITNESS WHEREOF, the undersigned have executed this Limited Liability Company Agreement as of the effective date first above written.

MANAGERS:

/s/ Eric W. Gerstenberg
Eric W. Gerstenberg

/s/ Gene A. Cookson
Gene A. Cookson

/s/ Stephen H. Moynihan
Stephen H. Moynihan

/s/ Roger A. Koenecke
Roger A. Koenecke

/s/ Carl Paschetag
Carl Paschetag

/s/ William J. Geary
William J. Geary

MEMBER:

CLEAN HARBORS DISPOSAL SERVICES, INC.

By: /s/ Stephen H. Moynihan
Stephen H. Moynihan
Senior Vice President

DISPOSAL PROPERTIES, LLC

SCHEDULE A

Name and Address

Managers:

Eric W. Gerstenberg
c/o Clean Harbors, Inc.
1501 Washington Street
Braintree, MA 02184

Gene A. Cookson
c/o Clean Harbors, Inc.
1501 Washington Street
Braintree, MA 02184

Stephen H. Moynihan
c/o Clean Harbors, Inc.
1501 Washington Street
Braintree, MA 02184

Roger A. Koenecke
c/o Clean Harbors, Inc.
1501 Washington Street
Braintree, MA 02184

Carl Paschetag
c/o Clean Harbors, Inc.
1501 Washington Street
Braintree, MA 02184

William J. Geary
c/o Clean Harbors, Inc.
1501 Washington Street
Braintree, MA 02184

Sole Member:

Clean Harbors Disposal Services, Inc.
1501 Washington Street
Braintree, MA 02184

Exhibit 3.56

AMENDED AND RESTATED CERTIFICATE OF INCORPORATION

OF

DURATHERM, INC.

DuraTherm, Inc., a corporation organized and existing under and by virtue of the provisions of the General Corporation Law of the State of Delaware (the "General Corporation Law"),

DOES HEREBY CERTIFY:

1. That the name of this corporation is DuraTherm, Inc., and that this corporation was originally incorporated pursuant to the General Corporation Law on January 24, 2008.

2. That the sole director of this corporation duly adopted resolutions proposing to amend and restate the Certificate of Incorporation of this corporation, declaring said amendment and restatement to be advisable and in the best interests of this corporation and its stockholders, and authorizing the appropriate officers of this corporation to solicit the consent of the stockholders therefor, which resolution setting forth such amendment and restatement, as follows, was duly adopted in accordance with the provisions of Sections 222, 242 and 245 of the General Corporation Law:

RESOLVED, that the Certificate of Incorporation of this corporation be amended and restated in its entirety to read as follows:

FIRST. The name of the corporation is DuraTherm, Inc. (the "Corporation").

SECOND. The address of the registered office of the Corporation in the State of Delaware is Corporation Trust Center, 1209 Orange Street, in the City of Wilmington, County of New Castle, Delaware 19801 and The Corporation Trust Company shall be the registered agent of the corporation in charge thereof.

THIRD. The purpose of the Corporation is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law.

FOURTH. The total number of shares of stock which the Corporation shall have the authority to issue is One Hundred (100), all of which shall be designated Common Stock, $0.001 par value per share.

FIFTH. The Corporation is to have perpetual existence.

SIXTH. The management of the business and the conduct of the affairs of the Corporation shall be vested in its Board of Directors.

SEVENTH. In furtherance and not in limitation of the powers conferred by statute, the Board of Directors is expressly authorized to adopt, repeal, rescind, alter or amend in any respect

the Bylaws of the Corporation. Election of Directors need not be by written ballot unless the Bylaws of the Corporation so provide.

EIGHTH. To the extent allowed by law, any action that is required to be or may be taken at a meeting of the stockholders of Corporation may be taken without a meeting if written consent, setting forth the action, shall be signed by persons who would be entitled to vote at a meeting those shares having voting power to cast not less than the minimum number (or numbers, in the case of voting by classes) of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote were present and voted. Prompt notice shall be given of the taking of corporate action without a meeting by less than unanimous written consent to those stockholders on the record date whose shares were not represented on the written consent.

NINTH. The Corporation shall indemnify and hold harmless any director or officer of the Corporation from and against any and all expenses and liabilities that may be imposed upon or incurred by him in connection with, or as a result of, any proceeding in which he may become involved, as a party or otherwise, by reason of the fact that he is or was such a director or officer of the Corporation, whether or not he continues to be such at the time such expenses and liabilities shall have been imposed or incurred, to the fullest extent permitted by the laws of the State of Delaware, as they may be amended from time to time. The indemnification provided for herein shall not be deemed exclusive of any other rights to which those indemnified may be entitled under any By-Law, agreement, vote of stockholders or disinterested directors or otherwise, both as to action in their official capacity and as to action in another capacity while holding such office, and shall continue as to a person who has ceased to be a director, officer, employee, or agent and shall inure to the benefit of the heirs, executors and administrators of such a person.

TENTH. No director or officer of the Corporation shall be personally liable to the Corporation or any stockholder of the Corporation for monetary damages for any breach of fiduciary duty as a director or officer, provided that this Article TENTH shall not limit the liability of a director or officer (i) for any breach of the director's or officer's duty of loyalty to the Corporation or its stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) under Section 174 of the General Corporation Law of Delaware, or (iv) for any transaction from which the director or officer derived an improper personal benefit. If the General Corporation Law of Delaware is amended to authorize corporate action further eliminating or limiting the personal liability of directors or officers, then the liability of a director or an officer shall be eliminated or limited to the fullest extent permitted by the General Corporation Law, as so amended from time to time. Any repeal or modification of the foregoing provisions of this Article TENTH by the stockholders of the Corporation shall not adversely affect any right or protection of a director of the Corporation existing at the time of such repeal or modification.

ELEVENTH. Whenever a compromise or arrangement is proposed between the Corporation and its creditors or any class of them and/or between the Corporation and its stockholders or any class of them, any court of equitable jurisdiction within the State of Delaware may, on the application in a summary way of the Corporation or of any creditor or stockholder thereof or on the application of any receiver or receivers appointed for the

Corporation under Section 291 of Title 8 of the Delaware Code or on the application of trustees in dissolution or of any receiver or receivers appointed for the Corporation under Section 279 of Title 8 of the Delaware Code order a meeting of the creditors or class of creditors, and/or of the stockholders or class of stockholders of the Corporation, as the case may be, to be summoned in such manner as the said court directs. If a majority in number representing three fourths in value of the creditors or class of creditors, and/or of the stockholders or class of stockholders of the Corporation, as the case may be, agree to any compromise or arrangement and to any reorganization of the Corporation as consequence of such compromise or arrangement, the said compromise or arrangement and the said reorganization shall, if sanctioned by the court to which the said application has been made, be binding on all the creditors or class of creditors, and/or on all the stockholders or class of stockholders, of the Corporation, as the case may be, and also on the Corporation.

IN WITNESS WHEREOF, this Amended and Restated Certificate of Incorporation has been executed by a duly authorized officer of this corporation on the 13th day of October, 2011.

By: /s/ James M. Rutledge
James M. Rutledge,
Executive Vice President, Chief
Financial Officer and Treasurer

BYLAWS

OF

DURATHERM, INC.

(F/K/A DURATHERM ASSET ACQUISITION CORP.)

I. CORPORATE OFFICES

1.1 Registered Office

The registered office of the corporation shall be in the City of Dover, County of Kent, State of Delaware. The name of the registered agent of the corporation at such location is Incorporating Services, Ltd.

1.2 Other Offices

The board of directors may at any time establish other offices at any place or places where the corporation is qualified to do business.

II. MEETINGS OF STOCKHOLDERS

2.1 Place of Meetings

Meetings of stockholders shall be held at any place, within or outside the State of Delaware, designated by the board of directors. The board of directors may, in its sole discretion, determine that a meeting shall not be held at any place, but may instead be held solely by means of remote communication as authorized by Section 211 of the General Corporation Law of Delaware.

If authorized by the board of directors in its sole discretion, and subject to such guidelines and procedures as the board of directors may adopt, stockholders and proxyholders not physically present at a meeting of stockholders may, by means of remote communication, participate in a meeting of stockholders be deemed present in person and vote at a meeting of stockholders whether such meeting is to be held at a designated place or solely by means of remote communication, provided that (a) the corporation shall implement reasonable measures to verify that each person deemed present and permitted to vote at the meeting by means of remote communication is a stockholder or proxyholder, (b) the corporation shall implement reasonable measures to provide such stockholders and proxyholders a reasonable opportunity to participate in the meeting and to vote on matters submitted to the stockholders, including an opportunity to read or hear the proceedings of the meeting substantially concurrently with such proceedings, and (c) if any stockholder or proxyholder votes or takes other action at the meeting by means of remote communication, a record of such vote or other action shall be maintained by the corporation.

2.2 Annual Meeting

The annual meeting of stockholders shall be held each year on a date and at a time designated by the board of directors. In the absence of such designation, the annual meeting of stockholders shall be held on the third Monday in April in each year at 1:00 p.m. However, if such day falls on a legal holiday, then the meeting shall be held at the same time and place on the next succeeding full business day. At the meeting, directors shall be elected and any other proper business may be transacted.

2.3 Special Meeting

Special meetings of the stockholders may be called, at any time for any purpose or purposes, by the board of directors or by such person or persons as may be authorized by the certificate of incorporation or these bylaws, or by such person or persons duly designated by the board of directors whose powers and authority, as expressly provided in a resolution of the board of directors, include the power to call such meetings, but such special meetings may not be called by any other person or persons.

2.4 Notice of Stockholders' Meetings

(a) Except to the extent otherwise required by law, all notices of meetings with stockholders shall be in writing and shall be sent or otherwise given in accordance with Section 2.5 of these bylaws not less than ten (10) nor more than sixty (60) days before the date of the meeting to each stockholder entitled to vote at such meeting. The notice shall specify the place, if any, date, and hour of the meeting, the means of remote communication, if any, by which stockholders and proxyholders may be deemed to be present in person and vote at such meeting, and, in the case of a special meeting, the purpose or purposes for which the meeting is called.

(b) Without limiting the manner by which notice otherwise may be given effectively to stockholders, any notice to stockholders given by the corporation shall also be effective if given by a form of electronic transmission consented to by the stockholder to whom the notice is given. Any such consent shall be revocable by the stockholder by written notice to the corporation. Any such consent shall be deemed revoked if (i) the corporation is unable to deliver by electronic transmission two consecutive notices given by the corporation in accordance with such consent, and (ii) such inability becomes known to the secretary or an assistant secretary of the corporation or to the transfer agent, or other person responsible for the giving of notice; provided, however, the inadvertent failure to recognize such revocation shall not invalidate any meeting or other action.

2.5 Manner of Giving Notice; Affidavit of Notice

(a) Written notice of any meeting of stockholders, if mailed, is given when deposited in the United States mail, postage prepaid, directed to the stockholder at his, her or its address as it appears on the records of the corporation. An affidavit of the secretary or an assistant secretary or of the transfer agent or other agent of the corporation that the notice has been given shall, in the absence of fraud, be prima facie evidence of the facts stated therein.

(b) Notice given pursuant to subsection 2.4(b) of this section shall be deemed given: (i) if by facsimile telecommunication, when directed to a number at which the stockholder has consented to receive notice; (ii) if by electronic mail, when directed to an electronic mail address at which the stockholder has consented to receive notice; (iii) if by a posting on an electronic network together with separate notice to the stockholder of such specific posting, upon the later of such posting and the giving of such separate notice; and (iv) if by any other form of electronic transmission, when directed to the stockholder. An affidavit of the secretary, an assistant secretary or the transfer agent or other agent of the corporation that the notice has been given by a form of electronic transmission shall, in the absence of fraud, be prima facie evidence of the facts stated therein.

(c) Without limiting the manner by which notice otherwise may be given effectively to stockholders, any notice to stockholders given by the corporation shall be effective if given by a single written notice to stockholders who share an address if consented to by the stockholders at that address to whom such notice is given. Any such consent shall be revocable by the stockholder by written notice to the corporation. Any stockholder who fails to object in writing to the corporation, within sixty (60) days of having been given written notice by the corporation of its intention to send the single notice permitted under this subsection 2.5, shall be deemed to have consented to receiving such single written notice. This section 2.5 shall not apply to any notice given to stockholders under sections 164 (notice of sale of shares of stockholder who failed to pay an installment or call on stock not fully paid), 296 (notice of disputed claims relating to insolvent corporations), 311 (notice of meeting of stockholders to revoke dissolution of corporation), 312 (notice of meeting of stockholders of corporation whose certificate of incorporation has been renewed or revived) and 324 (notice when stock has been attached as required for sale upon execution process) of the General Corporation Law of Delaware.

2.6 Quorum

The holders of a majority of the stock issued and outstanding and entitled to vote thereat, present in person or represented by proxy, shall constitute a quorum at all meetings of the stockholders for the transaction of business except as otherwise provided by statute or by the certificate of incorporation. If, however, such quorum is not present or represented at any meeting of the stockholders, then the stockholders entitled to vote thereat, present in person or represented by proxy, shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum is present or represented. At such adjourned meeting at which a quorum is present or represented, any business may be transacted that might have been transacted at the meeting as originally noticed.

2.7 Adjourned Meeting; Notice

When a meeting is adjourned to another time or place, unless these bylaws otherwise require, notice need not be given of the adjourned meeting if the time and place thereof, and the means of remote communication, if any, by which stockholders and proxyholders may be deemed to be present in person and vote at such meeting, are announced at the meeting at which the adjournment is taken. At the adjourned meeting the corporation may transact any business that might have been transacted at the original meeting. If the adjournment is for more than thirty (30) days, or if after the adjournment a new record date is fixed for the adjourned meeting, a

notice of the adjourned meeting shall be given to each stockholder of record entitled to vote at the meeting.

2.8 Voting

The stockholders entitled to vote at any meeting of stockholders shall be determined in accordance with the provisions of Section 2.11 of these bylaws, subject to the provisions of Sections 217 and 218 of the General Corporation Law of Delaware (relating to voting rights of fiduciaries, pledgors and joint owners of stock and to voting trusts and other voting agreements).

Except as otherwise provided in the certificate of incorporation or these bylaws, each stockholder shall be entitled to one vote for each share of capital stock held by such stockholder.

2.9 Waiver of Notice

Whenever notice is required to be given under any provision of the General Corporation Law of Delaware or of the certificate of incorporation or these bylaws, a written waiver thereof, signed by the person entitled to notice, or a waiver by electronic transmission by the person entitled to notice, whether before or after the time stated therein, shall be deemed equivalent to notice. Attendance of a person at a meeting shall constitute a waiver of notice of such meeting, except when the person attends a meeting for the express purpose of objecting, at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the stockholders need be specified in any written waiver or any waiver by electronic transmission of notice unless so required by the certificate of incorporation or these bylaws.

2.10 Stockholder Action by Written Consent Without a Meeting

Unless otherwise provided in the certificate of incorporation, any action required by this chapter to be taken at any annual or special meeting of stockholders of a corporation, or any action that may be taken at any annual or special meeting of such stockholders, may be taken without a meeting, without prior notice, and without a vote if a consent in writing, setting forth the action so taken, is signed by the holders of outstanding stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted. Notwithstanding the foregoing, following the effectiveness of the registration of any class of stock of the corporation effective upon the corporation's initial public offering of stock under the Securities Act of 1933, as amended, no action shall be taken by the stockholders of the corporation except at an annual or special meeting of stockholders called in accordance with these bylaws and no action shall be taken by the stockholders by written consent.

A telegram, cablegram or other electronic transmission consenting to an action to be taken and transmitted by a stockholder, proxyholder, or other person or persons authorized to act for a stockholder or proxyholder, shall be deemed to be written, signed and dated for the purposes of this section, provided that any such telegram, cablegram or other electronic transmission sets forth or is delivered with information from which the corporation can determine (a) that the telegram, cablegram or other electronic transmission was transmitted by the stockholder, proxyholder, or other authorized person or persons, and (b) the date on which

such stockholder, proxyholder or other authorized person or persons transmitted such telegram, cablegram or electronic transmission. The date on which such telegram, cablegram or electronic transmission is transmitted shall be deemed to be the date on which such consent was signed. No consent given by telegram, cablegram or other electronic transmission shall be deemed to have been delivered until such consent is reproduced in paper form and until such paper form shall have been delivered to the corporation by delivery to its registered office in this State, its principal place of business or an officer or agent of the corporation having custody of the book in which proceedings of meetings of stockholders are recorded. Delivery made to the corporation's registered office shall be made by hand or by certified or registered mail, return receipt requested. Notwithstanding the foregoing limitations on delivery, consents given by telegram, cablegram or other electronic transmission may be otherwise delivered to the principal place of business of the corporation or to an officer or agent of the corporation having custody of the book in which proceedings of meetings of stockholders are recorded if, to the extent and in the manner provided by resolution of the board of directors of the corporation. Any copy, facsimile or other reliable reproduction of a consent in writing may be substituted or used in lieu of the original writing for any and all purposes for which the original writing could be used, provided that such copy, facsimile or other reproduction shall be a complete reproduction of the entire original writing.

Prompt notice of the taking of the corporate action without a meeting by written consent shall be given to those stockholders who have not consented in writing. If the action that is consented to is such as would have required the filing of a certificate under any section of the General Corporation Law of Delaware if such action had been voted on by stockholders at a meeting thereof, then the certificate filed under such section shall state, in lieu of any statement required by such section concerning any vote of stockholders, that written notice and written consent have been given as provided in Section 228 of the General Corporation Law of Delaware.

2.11 Record Date for Stockholder Notice; Voting; Giving Consents

In order that the corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, or entitled to express consent to corporate action in writing without a meeting, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock or for the purpose of any other lawful action, the board of directors may fix, in advance, a record date that shall not be more than sixty (60) nor less than ten (10) days before the date of such meeting, nor more than sixty (60) days prior to any other action.

If the board of directors does not so fix a record date:

(a) the record date for determining stockholders entitled to notice of or to vote at a meeting of stockholders shall be at the close of business on the day next preceding the day on which notice is given, or, if notice is waived, at the close of business on the day next preceding the day on which the meeting is held.

(b) the record date for determining stockholders entitled to express consent to corporate action in writing without a meeting, when no prior action by the board of directors is necessary, shall be the day on which the first written consent is expressed; and

(c) the record date for determining stockholders for any other purpose shall be at the close of business on the day on which the board of directors adopts the resolution relating thereto.

A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the board of directors may fix a new record date for the adjourned meeting.

2.12 Proxies

Each stockholder entitled to vote at a meeting of stockholders or to express consent or dissent to corporate action in writing without a meeting may authorize another person or persons to act for him by a written proxy, signed by the stockholder and filed with the secretary of the corporation, but no such proxy shall be voted or acted upon after three (3) years from its date, unless the proxy provides for a longer period. A proxy shall be deemed signed if the stockholder's name is placed on the proxy (whether by manual signature, typewriting, telegraphic transmission or otherwise) by the stockholder or the stockholder's attorney-in-fact. The revocability of a proxy that states on its face that it is irrevocable shall be governed by the provisions of Section 212(e) of the General Corporation Law of Delaware.

2.13 List of Stockholders Entitled to Vote

The officer who has charge of the stock ledger of a corporation shall prepare and make, at least ten (10) days before every meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the name of each stockholder. The corporation shall not be required to include electronic mail addresses or other electronic contact information on such list. Such list shall be open to the examination of any stockholder for any purpose germane to the meeting for a period of at least 10 days prior to the meeting: (a) on a reasonably accessible electronic network, provided that the information required to gain access to such list is provided with the notice of the meeting, or (b) during ordinary business hours, at the principal place of business of the corporation. In the event that the corporation determines to make the list available on an electronic network, the corporation may take reasonable steps to ensure that such information is available only to stockholders of the corporation. If the meeting is to be held at a place, then the list shall be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any stockholder who is present. If the meeting is to be held solely by means of remote communication, then the list shall also be open to the examination of any stockholder during the whole time of the meeting on a reasonably accessible electronic network, and the information required to access such list shall be provided with the notice of the meeting.

2.14 Stockholder Proposals

Effective upon the corporation's initial public offering of stock under the Securities Act of 1933, as amended, any stockholder wishing to bring any other business before a meeting of stockholders, including, but not limited to, the nomination of persons for election as directors, must provide notice to the corporation not more than ninety (90) and not less than fifty (50) days before the meeting in writing by registered mail, return receipt requested, of the business to be presented by the stockholders at the stockholders' meeting. Any such notice shall set forth the following as to each matter the stockholder proposes to bring before the meeting: (a) a brief description of the business desired to be brought before the meeting and the reasons for conducting such business at the meeting and, if such business includes a proposal to amend the bylaws of the corporation, the language of the proposed amendment; (b) the name and address, as they appear on the corporation's books, of the stockholder proposing such business; (c) the class and number of shares of the corporation that are beneficially owned by such stockholder; (d) a representation that the stockholder is a holder of record of stock of the corporation entitled to vote at such meeting and intends to appear in person or by proxy at the meeting to propose such business; and (e) any material interest of the stockholder in such business. Notwithstanding the foregoing provisions of this section 2.14, a stockholder shall also comply with all applicable requirements of all applicable laws, rules and regulations, including, but not limited to, the Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder, with respect to the matters set forth in this section 2.14. In the absence of such notice to the corporation meeting the above requirements, a stockholder shall not be entitled to present any business at any meeting of stockholders.

III. DIRECTORS

3.1 Powers

Subject to the provisions of the General Corporation Law of Delaware and any limitations in the certificate of incorporation or these bylaws relating to action required to be approved by the stockholders or by the outstanding shares, the business and affairs of the corporation shall be managed and all corporate powers shall be exercised by or under the direction of the board of directors.

3.2 Number of Directors

The number of directors constituting the board of directors shall be not more than seven (7) but not less than one (1), and may be fixed or changed, within this minimum and maximum, by the stockholders or the board of directors. The number of directors constituting the initial board of directors shall be fixed at two (2).

No reduction of the authorized number of directors shall have the effect of removing any director before that director's term of office expires.

3.3 Election, Qualification and Term of Office of Directors

Except as provided in sections 3.4 and 3.18 of these bylaws, directors shall be elected at each annual meeting of stockholders to hold office until the next annual meeting. Directors need

not be stockholders unless so required by the certificate of incorporation or these bylaws, wherein other qualifications for directors may be prescribed. Each director, including a director elected to fill a vacancy, shall hold office until his or her successor is elected and qualified or until his or her earlier resignation or removal. Each director shall be a natural person.

Elections of directors need not be by written ballot.

3.4 Resignation and Vacancies

Any director may resign at any time upon notice given in writing or electronic transmission to the corporation. When one or more directors so resigns and the resignation is effective at a future date, a majority of the directors then in office, including those who have so resigned, shall have power to fill such vacancy or vacancies, the vote thereon to take effect when such resignation or resignations shall become effective, and each director so chosen shall hold office as provided in this section in the filling of other vacancies.

Unless otherwise provided in the certificate of incorporation or these bylaws:

(a) vacancies and newly created directorships resulting from any increase in the authorized number of directors elected by all of the stockholders having the right to vote as a single class may be filled by a majority of the directors then in office, although less than a quorum, or by a sole remaining director.

(b) whenever the holders of any class or classes of stock or series thereof are entitled to elect one or more directors by the provisions of the certificate of incorporation, vacancies and newly created directorships of such class or classes or series may be filled by a majority of the directors elected by such class or classes or series thereof then in office, or by a sole remaining director so elected.

If at any time, by reason of death or resignation or other cause, the corporation should have no directors in office, then any officer or any stockholder or an executor, administrator, trustee or guardian of a stockholder, or other fiduciary entrusted with like responsibility for the person or estate of a stockholder, may call a special meeting of stockholders in accordance with the provisions of the certificate of incorporation or these bylaws, or may apply to the Court of Chancery for a decree summarily ordering an election as provided in Section 211 of the General Corporation Law of Delaware.

If, at the time of filling any vacancy or any newly created directorship, the directors then in office constitute less than a majority of the whole board (as constituted immediately prior to any such increase), then the Court of Chancery may, upon application of any stockholder or stockholders holding at least ten (10) percent of the total number of the shares at the time outstanding having the right to vote for such directors, summarily order an election to be held to fill any such vacancies or newly created directorships, or to replace the directors chosen by the directors then in office as aforesaid, which election shall be governed by the provisions of Section 211 of the General Corporation Law of Delaware as far as applicable.

3.5 Place of Meetings; Meetings by Telephone

The board of directors of the corporation may hold meetings, both regular and special, either within or outside the State of Delaware.

Unless otherwise restricted by the certificate. of incorporation or these bylaws, members of the board of directors, or any committee designated by the board of directors, may participate in a meeting of the board of directors, or any committee, by means of conference telephone or other communications equipment by means of which all persons participating in the meeting can hear each other, and such participation in a meeting shall constitute presence in person at the meeting.

3.6 First Meetings

The first meeting of each newly elected board of directors shall be held at such time and place as shall be fixed by the vote of the stockholders at the annual meeting and no notice of such meeting shall be necessary to the newly elected directors in order legally to constitute the meeting, provided a quorum shall be present. In the event of the failure of the stockholders to fix the time or place of such first meeting of the newly elected board of directors, or in the event such meeting is not held at the time and place so fixed by the stockholders, the meeting may be held at such time and place as shall be specified in a notice given as hereinafter provided for special meetings of the board of directors, or as shall be specified in a written waiver signed by all of the directors.

3.7 Regular Meetings

Regular meetings of the board of directors may be held without notice at such time and at such place as shall from time to time be determined by the board.

3.8 Special Meetings; Notice

Special meetings of the board of directors for any purpose or purposes may be called at any time by the chairman of the board, the president, any vice president, the secretary or any director.

Notice of the time and place of special meetings shall be delivered either personally or by mail, telex, facsimile, telephone or electronic transmission to each director, addressed to each director at such director's address and/or phone number and/or electronic transmission address as it is shown on the records of the corporation. If the notice is mailed, it shall be deposited in the United States mail at least four (4) days before the time of the holding of the meeting. If the notice is delivered personally or by telex, facsimile, telephone or electronic transmission, it shall be delivered by telephone or transmitted at least forty-eight (48) hours before the time of the holding of the meeting. Any oral notice given personally or by telephone may be communicated either to the director or to a person at the office of the director who the person giving the notice has reason to believe will promptly communicate it to the director. The notice need not specify the purpose or the place of the meeting, if the meeting is to be held at the principal executive office of the corporation. Notice may be delivered by any person entitled to call a special meeting or by an agent of such person.

3.9 Quorum

At all meetings of the board of directors, a majority of the authorized number of directors shall constitute a quorum for the transaction of business and the act of a majority of the directors present at any meeting at which there is a quorum shall be the act of the board of directors, except as otherwise specifically provided by statute or by the certificate of incorporation. If a quorum is not present at any meeting of the board of directors, then the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum is present.

3.10 Waiver Of Notice

Whenever notice is required to be given under any provision of the General Corporation Law of Delaware or of the certificate of incorporation or these bylaws, a written waiver thereof, signed by the person entitled to notice, or a waiver by electronic transmission by the person entitled to notice, whether before or after the time stated therein, shall be deemed equivalent to notice. Attendance of a person at a meeting shall constitute a waiver of notice of such meeting, except when the person attends a meeting for the express purpose of objecting, at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the directors, or meeting of a committee of directors, need be specified in any written waiver of notice unless so required by the certificate of incorporation or these bylaws.

3.11 Adjourned Meeting; Notice

If a quorum is not present at any meeting of the board of directors, then the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum is present.

3.12 Board Action by Written Consent Without a Meeting

Unless otherwise restricted by the certificate of incorporation or these bylaws, any action required or permitted to be taken at any meeting of the board of directors, or of any committee thereof, may be taken without a meeting if all members of the board or committee, as the case may be, consent thereto in writing or by electronic transmission and the writing or writings or electronic transmission or transmissions are filed with the minutes of proceedings of the board or committee.

3.13 Fees and Compensation of Directors

Unless otherwise restricted by the certificate of incorporation or these bylaws, the board of directors shall have the authority to fix the compensation of directors.

3.14 Approval of Loans to Officers

Subject to compliance with applicable law, including without limitation any federal or state securities laws, the corporation may lend money to, or guarantee any obligation of, or otherwise assist any officer or other employee of the corporation or of its subsidiary, including

any officer or employee who is a director of the corporation or its subsidiary, whenever, in the judgment of the directors, such loan, guaranty or assistance may reasonably be expected to benefit the corporation. The loan, guaranty or other assistance may be with or without interest and may be unsecured, or secured in such manner as the board of directors shall approve, including, without limitation, a pledge of shares of stock of the corporation. Nothing in this section contained shall be deemed to deny, limit or restrict the powers of guaranty or warranty of the corporation at common law or under any statute.

3.15 Removal of Directors

Unless otherwise restricted by statute, by the certificate of incorporation or by these bylaws, any director or the entire board of directors may be removed, with or without cause, by the holders of a majority of the shares then entitled to vote at an election of directors; provided, that, whenever the holders of any class or classes or stock, or series thereof, are entitled to elect one or more directors by the provisions of the certificate of incorporation, removal of any directors elected by such class or classes of stock, or series thereof, shall be by the holders of a majority of the shares or such class or classes or stock, or series of stock, then entitled to vote at an election of directors.

No reduction of the authorized number of directors shall have the effect of removing any director prior to the expiration of such director’s term of office.

3.16 Chairman of the Board of Directors

The corporation may also have, at the discretion of the board of directors, a chairman of the board of directors. The chairman of the board shall, if such a person is elected, preside at the meetings of the board of directors and exercise and perform such other powers and duties as may from time to time be assigned to him or her by the board of directors, or as may be prescribed by these bylaws.

3.17 Classified Board of Directors

Effective upon the corporation’s initial public offering of stock under the Securities Act of 1933, as amended, the board of directors shall be divided into three (3) classes, Class I, Class II, and Class III, which shall be as nearly equal in number as possible. The term of office of each director in Class I shall expire at the first annual meeting of stockholders of the corporation following the effectiveness of this Section 3.17. The term of office of each director in Class II shall expire at the second annual meeting of the stockholders of the corporation following the effectiveness of this section 3.17. The term of office of each director in Class III shall expire at the third annual meeting of stockholders of the corporation following the effectiveness of this Section 3.17. Each director shall serve until the election and qualification of a successor or until such director’s earlier resignation, death, or removal from office. Upon the expiration of the term of office for each class of directors, the directors of such class shall be elected for a term of three (3) years, to serve until the election and

qualification of their successors or until their earlier resignation, death, or removal from office.

3.18 Nominating Procedures

Effective upon the corporation's initial public offering of stock under the Securities Act of 1933, as amended, nominations for election of directors shall be governed by this section 3.18. Nominations for the election of directors may only be made by the board of directors, by the nominating committee of the board of directors (or, if none, any other committee serving a similar function) or by any stockholder entitled to vote generally in elections of directors where the stockholder complies with the requirements of this section. Any stockholder of record entitled to vote generally in elections of directors may nominate one or more persons for election as directors at a meeting of stockholders only if written notice of such stockholder's intent to make such nomination or nominations has been given, either by personal delivery or by United States certified mail, postage prepaid, to the secretary of the corporation (i) with respect to an election to be held at an annual meeting of stockholders, not more than ninety (90) days nor less than fifty (50) days in advance of such meeting, and (ii) with respect to an election to be held at a special meeting of stockholders called for the purpose of the election of directors, not later than the close of business on the tenth business day following the date on which notice of such meeting is first given to stockholders. Each such notice of a stockholder's intent to nominate a director or directors at an annual or special meeting shall set forth the following: (A) the name and address, as they appear on the corporation's books, of the stockholder who intends to make the nomination and the name and residence address of the person or persons to be nominated; (B) the class and number of shares of the corporation which are beneficially owned by the stockholder; (C) a representation that the stockholder is a holder of record of stock of the corporation entitled to vote at such meeting and intends to appear in person or by proxy at the meeting to nominate the person or persons specified in the notice; (D) a description of all arrangements or understandings between the stockholder and each nominee and any other person or persons (naming such person or persons) pursuant to which the nomination or nominations are to be made by the stockholder; (E) such other information regarding each nominee proposed by such stockholder as would be required to be disclosed in solicitations of proxies for election of directors, or as would otherwise be required, in each case pursuant to Regulation 14A under the Securities Exchange Act of 1934, as amended, including any information that would be required to be included in a proxy statement filed pursuant to Regulation 14A had the nominee been nominated by the board of directors; and (F) the written consent of each nominee to be named in a proxy statement and to serve as director of the corporation if so elected. No person shall be eligible to serve as a director of the corporation unless nominated in accordance with the procedures set forth in this section. If the chairman of the stockholders' meeting shall determine that a nomination was not made in accordance with the procedures described by these bylaws, he shall so declare to the meeting, and the defective nomination shall be disregarded. Notwithstanding the foregoing provisions of this section, a stockholder shall also comply with all applicable requirements of the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder with respect to the matters set forth in this section.

IV. COMMITTEES

4.1 Committees of Directors

The board of directors may, by resolution passed by a majority of the whole board, designate one or more committees, with each committee to consist of one or more of the

directors of the corporation. The board may designate one or more directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of the committee. In the absence or disqualification of a member of a committee, the member or members thereof present at any meeting and not disqualified from voting, whether or not he or they constitute a quorum, may unanimously appoint another member of the board of directors to act at the meeting in the place of any such absent or disqualified member. Any such committee, to the extent provided in the resolution of the board of directors or in the bylaws of the corporation, shall have and may exercise all the powers and authority of the board of directors in the management of the business and affairs of the corporation, and may authorize the seal of the corporation to be affixed to all papers that may require it; but no such committee shall have the power or authority to (i) approve or adopt, or recommend to the stockholders, any action or matter expressly required by this chapter to be submitted to stockholders for approval, or (ii) adopt, amend or repeal any bylaws of the corporation.

4.2 Committee Minutes

Each committee shall keep regular minutes of its meetings and report the same to the board of directors when required.

4.3 Meetings and Action of Committees

Meetings and actions of committees shall be governed by, and be held and taken in accordance with, the provisions of Article III of these bylaws, section 3.5 (place of meetings and meetings by telephone), section 3.7 (regular meetings), section 3.8 (special meetings and notice), section 3.9 (quorum), section 3.10 (waiver of notice), section 3.11 (adjourned meeting and notice), and section 3.12 (board action by written consent without a meeting), with such changes in the context of those bylaws as are necessary to substitute the committee and its members for the board of directors and its members; provided, however, that the time of regular meetings of committees may also be called by resolution of the board of directors and that notice of special meetings of committees shall also be given to all alternate members, who shall have the right to attend all meetings of the committee. The board of directors may adopt rules for the government of any committee not inconsistent with the provisions of these bylaws.

V. OFFICERS

5.1 Officers

The officers of the corporation shall be a chief executive officer, a president, one or more vice presidents, a secretary, and a treasurer. The corporation may also have, at the discretion of the board of directors, a chairman of the board, one or more assistant vice presidents, assistant secretaries, assistant treasurers, and any such other officers as may be appointed in accordance with the provisions of section 5.3 of these bylaws. Any number of offices may be held by the same person.

5.2 Election of Officers

The officers of the corporation, except such officers as may be appointed in accordance with the provisions of section 5.3 of these bylaws, shall be chosen by the board of directors, subject to the rights, if any, of an officer under any contract of employment.

5.3 Subordinate Officers

The board of directors may appoint, or empower the president to appoint, such other officers and agents as the business of the corporation may require, each of whom shall hold office for such period, have such authority, and perform such duties as are provided in these bylaws or as the board of directors may from time to time determine.

5.4 Removal and Resignation of Officers

Subject to the rights, if any, of an officer under any contract of employment, any officer may be removed, either with or without cause, by an affirmative vote of the majority of the board of directors at any regular or special meeting of the board or by any officer upon whom such power of removal may be conferred by the board of directors.

Any officer may resign at any time by giving written notice to the corporation. Any resignation shall take effect at the date of the receipt of that notice or at any later time specified in that notice; and, unless otherwise specified in that notice, the acceptance of the resignation shall not be necessary to make it effective. Any resignation is without prejudice to the rights, if any, of the corporation under any contract to which the officer is a party.

5.5 Vacancies in Offices

Any vacancy occurring in any office of the corporation shall be filled by the board of directors.

5.6 Chairman of the Board

The chairman of the board, if such an officer be elected, shall, if present, preside at meetings of the board of directors and exercise and perform such other powers and duties as may from time to time be assigned to him by the board of directors or as may be prescribed by these bylaws. If there is no chief executive officer, then the chairman of the board shall also be the chief executive officer of the corporation and shall have the powers and duties prescribed in section 5.7 of these bylaws. The chairman of the board of directors shall be chosen by the board of directors.

5.7 Chief Executive Officer

Subject to such supervisory powers, if any, as may be given by the board of directors to the chairman of the board, the chief executive officer of the corporation shall, subject to the control of the board of directors, have general supervision, direction and control of the business and the officers of the corporation. The chief executive officer shall preside at all meetings of the stockholders and, in the absence or nonexistence of a chairman of the board, at all meetings of

the board of directors at which he or she is present. The chief executive officer shall have the general powers and duties of management usually vested in the office of chief executive officer of a corporation and shall have such other powers and duties as may be prescribed by the board of directors or these bylaws.

5.8 President

Subject to such supervisory powers, if any, as may be given by the board of directors to the chairman of the board or the chief executive officer, if there be such officers, the president shall, subject to the control of the board of directors, have general supervision, direction, and control of the business and the officers of the corporation. In the absence or nonexistence of the chief executive officer, he or she shall preside at all meetings of the stockholders and, in the absence or nonexistence of a chairman of the board and chief executive officer, at all meetings of the board of directors at which he or she is present. He or she shall have the general powers and duties of management usually vested in the office of president of a corporation and shall have such other powers and duties as may be prescribed by the board of directors or these bylaws.

The board of directors may provide in their discretion that the offices of president and chief executive officer may be held by the same person.

5.9 Vice Presidents

In the absence or disability of the chief executive officer and president, the vice presidents, if any, in order of their rank as fixed by the board of directors or, if not ranked, a vice president designated by the board of directors, shall perform all the duties of the president and when so acting shall have all the powers of, and be subject to all the restrictions upon, the president. The vice presidents shall have such other powers and perform such other duties as from time to time may be prescribed for them by the board of directors, these bylaws, the president or the chairman of the board.

5.10 Secretary

The secretary or an agent of the corporation shall keep or cause to be kept, at the principal executive office of the corporation or such other place as the board of directors may direct, a book of minutes of all meetings and actions of directors, committees of directors, and stockholders. The minutes shall show the time and place of each meeting, whether regular or special (and, if special, how authorized and the notice given), the names of those present at directors' meetings or committee meetings, the number of shares present or represented at stockholders' meetings, and the proceedings thereof.

The secretary shall keep, or cause to be kept, at the principal executive office of the corporation or at the office of the corporation's transfer agent or registrar, as determined by resolution of the board of directors, a share register, or a duplicate share register, showing the names of all stockholders and their addresses, the number and classes of shares held by each, the number and date of certificates evidencing such shares, and the number and date of cancellation of every certificate surrendered for cancellation.

The secretary shall give, or cause to be given, notice of all meetings of the stockholders and of the board of directors required to be given by law or by these bylaws. The secretary shall keep the seal of the corporation, if one be adopted, in safe custody and shall have such other powers and perform such other duties as may be prescribed by the board of directors or by these bylaws.

5.11 Treasurer

The treasurer shall keep and maintain, or cause to be kept and maintained, adequate and correct books and records of accounts of the properties and business transactions of the corporation, including accounts of its assets, liabilities, receipts, disbursements, gains, losses, capital, retained earnings, and shares. The books of account shall at all reasonable times be open to inspection by any director.

The treasurer shall deposit all money and other valuables in the name and to the credit of the corporation with such depositaries as may be designated by the board of directors. The treasurer shall disburse the funds of the corporation as may be ordered by the board of directors, shall render to the president and directors, whenever they request it, an account of all of his or her transactions as treasurer and of the financial condition of the corporation, and shall have such other powers and perform such other duties as may be prescribed by the board of directors or these bylaws.

5.12 Assistant Secretary

The assistant secretary, or, if there is more than one, the assistant secretaries in the order determined by the stockholders or board of directors (or if there be no such determination, then in the order of their election) shall, in the absence of the secretary or in the event of his or her inability or refusal to act, perform the duties and exercise the powers of the secretary and shall perform such other duties and have such other powers as the board of directors or the stockholders may from time to time prescribe.

5.13 Representation of Shares of Other Corporations

The chairman of the board, the chief executive officer, the president, any vice president, the treasurer, the secretary or assistant secretary of this corporation, or any other person authorized by the board of directors or the chief executive officer, president or a vice president, is authorized to vote, represent, and exercise on behalf of this corporation all rights incident to any and all shares of any other corporation or corporations standing in the name of this corporation. The authority granted herein may be exercised either by such person directly or by any other person authorized to do so by proxy or power of attorney duly executed by such person having the authority.

5.14 Authority and Duties of Officers

In addition to the foregoing authority and duties, all officers of the corporation shall respectively have such authority and perform such duties in the management of the business of the corporation as may be designated from time to time by the board of directors or the stockholders.

VI. INDEMNITY

6.1 Indemnification of Directors

The corporation shall, to the maximum extent and in the manner permitted by the General Corporation Law of Delaware, indemnify each of its directors against expenses (including attorneys' fees), judgments, fines, settlements, and other amounts actually and reasonably incurred in connection with any proceeding, arising by reason of the fact that such person is or was an agent of the corporation. For purposes of this section 6.1, a director of the corporation includes any person (a) who is or was a director of the corporation, (b) who is or was serving at the request of the corporation as a director, manager, member, partner, trustee, or other agent of another corporation, limited liability company, partnership, joint venture, trust or other enterprise, or (c) who was a director of a corporation that was a predecessor corporation of the corporation or of another enterprise at the request of such predecessor corporation. Such indemnification shall be a contract right and shall include the right to receive payment of any expenses incurred by the indemnitee in connection with any proceeding in advance of its final disposition, consistent with the provisions of applicable law as then in effect. The right of indemnification provided in this section 6.1 shall not be exclusive of any other rights to which those seeking indemnification may otherwise be entitled, and the provisions of this section 6.1 shall inure to the benefit of the heirs and legal representatives of any person entitled to indemnity under this section 6.1 and shall be applicable to proceedings commenced or continuing after the adoption of this section 6.1, whether arising from acts or omissions occurring before or after such adoption. In furtherance, but not in limitation of the foregoing provisions, the following procedures, presumptions and remedies shall apply with respect to advancement of expenses and the right to indemnification under this section 6.1.

(a) Advancement of Expenses. All reasonable expenses incurred by or on behalf of the indemnitee in connection with any proceeding shall be advanced to the indemnitee by the corporation within 20 days after the receipt by the corporation of a statement or statements from the indemnitee requesting such advance or advances from time to time, whether prior to or after final disposition of such proceeding, unless, prior to the expiration of such 20-day period, the board of directors shall unanimously (except for the vote, if applicable, of the indemnitee) determine that the indemnitee has no reasonable likelihood of being entitled to indemnification pursuant to this section 6.1. Such statement or statements shall reasonably evidence the expenses incurred by the indemnitee and, if required by law at the time of such advance, shall include or be accompanied by an undertaking by or on behalf of the indemnitee to repay the amounts advanced if it should ultimately be determined that the indemnitee is not entitled to be indemnified against such expenses pursuant to this section 6.1.

(b) Procedure for Determination of Entitlement to Indemnification.

(i) To obtain indemnification under this section 6.1, an indemnitee shall submit to the Secretary of the corporation a written request, including such documentation and information as is reasonably available to the indemnitee and reasonably necessary to determine whether and to what extent the indemnitee is entitled to indemnification (the "Supporting Documentation"). The determination of the indemnitee's entitlement to indemnification shall be made not later than 60 days after receipt by the corporation of the written request for

indemnification together with the Supporting Documentation. The secretary of the corporation shall, promptly upon receipt of such a request for indemnification, advise the board of directors in writing that the indemnitee has requested indemnification, whereupon the corporation shall provide such indemnification, including without limitation advancement of expenses, so long as the indemnitee is legally entitled thereto in accordance with applicable law.

(ii) The indemnitee's entitlement to indemnification under this section 6.1 shall be determined in one of the following ways: (A) by a majority vote of the Disinterested Directors (as hereinafter defined), even though less than a quorum of the board of directors; (B) by a committee of such Disinterested Directors, even though less than a quorum of the board of directors; (C) by a written opinion of Independent Counsel (as hereinafter defined) if (x) a Change of Control (as hereinafter defined) shall have occurred and the indemnitee so requests or (y) a quorum of the board of directors consisting of Disinterested Directors is not obtainable or, even if obtainable, a majority of such Disinterested Directors so directs; (D) by the stockholders of the corporation (but only if a majority of the Disinterested Directors, if they constitute a quorum of the board of directors, presents the issue of entitlement to indemnification to the stockholders for their determination); or (E) as provided in paragraph (c) below.

(iii) In the event the determination of entitlement to indemnification is to be made by Independent Counsel pursuant to paragraph (b)(ii) above, a majority of the Disinterested Directors shall select the Independent Counsel, but only an Independent Counsel to which the indemnitee does not reasonably object; provided, however, that if a Change of Control shall have occurred, the indemnitee shall select such Independent Counsel, but only an Independent Counsel to which the board of directors does not reasonably object.

(iv) The only basis upon which a finding that indemnification may not be made is that such indemnification is prohibited by law.

(c) Presumptions and Effect of Certain Proceedings. Except as otherwise expressly provided in this section 6.1, if a Change of Control shall have occurred, the indemnitee shall be presumed to be entitled to indemnification under this section 6.1 upon submission of a request for Indemnification together with the Supporting Documentation in accordance with paragraph (b)(i), and thereafter the corporation shall have the burden of proof to overcome that presumption in reaching a contrary determination. In any event, if the person or persons empowered under paragraph (b)(ii) above to determine entitlement to indemnification shall not have been appointed or shall not have made a determination within 60 days after receipt by the corporation of the request therefor together with the Supporting Documentation, the indemnitee shall be deemed to be entitled to indemnification and the indemnitee shall be entitled to such indemnification unless (A) the indemnitee misrepresented or failed to disclose a material fact in making the request for indemnification or in the Supporting Documentation or (B) such indemnification is prohibited by law. The termination of any proceeding described in this section 6.1, or of any claim, issue or matter therein, by judgment, order, settlement or conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, adversely affect the right of the indemnitee to indemnification or create a presumption that the indemnitee did not act in good faith and in a manner that the indemnitee reasonably believed to be in or not opposed to the best interests of the corporation or, with respect to any criminal proceeding, that the indemnitee had reasonable cause to believe that the indemnitee's conduct was unlawful.

(d) Remedies of Indemnitee.

(i) In the event that a determination is made pursuant to paragraph (b)(ii) that the indemnitee is not entitled to indemnification under this section 6.1: (A) the indemnitee shall be entitled to seek an adjudication of his or her entitlement to such indemnification either, at the indemnitee's sole option, in (x) an appropriate court of the State of Delaware or any other court of competent jurisdiction, or (y) an arbitration to be conducted by a single arbitrator pursuant to the rules of the American Arbitration Association; (B) any such judicial proceeding or arbitration shall be de novo and the indemnitee shall not be prejudiced by reason of such adverse determination; and (C) in any such judicial proceeding or arbitration the corporation shall have the burden of proving that the indemnitee is not entitled to indemnification under this section 6.1.

(ii) If a determination shall have been made or is deemed to have been made, pursuant to paragraph (b)(ii) or (iii), that the indemnitee is entitled to indemnification, the corporation shall be obligated to pay the amounts constituting such indemnification within five days after such determination has been made or is deemed to have been made and shall be conclusively bound by such determination unless (A) the indemnitee misrepresented or failed to disclose a material fact in making the request for indemnification or in the Supporting Documentation, or (B) such indemnification is prohibited by law. In the event that: (X) advancement of expenses is not timely made pursuant to paragraph (a); or (Y) payment of indemnification is not made within five days after a determination of entitlement to indemnification has been made or deemed to have been made pursuant to paragraph (b)(ii) or (iii), the indemnitee shall be entitled to seek judicial enforcement of the corporation's obligation to pay to the indemnitee such advancement of expenses or indemnification. Notwithstanding the foregoing, the corporation may bring an action, in an appropriate court in the State of Delaware or any other court of competent jurisdiction, contesting the right of the indemnitee to receive indemnification hereunder due to the occurrence of an event described in subclause (A) or (B) of this clause (ii) (a "Disqualifying Event"); provided, however, that in any such action the corporation shall have the burden of proving the occurrence of such Disqualifying Event.

(iii) The corporation shall be precluded from asserting in any judicial proceedings or arbitration commenced pursuant to this paragraph (d) that the procedures and presumptions of this section 6.1 are not valid, binding and enforceable and shall stipulate in any such court or before any such arbitrator that the corporation is bound by all the provisions of this section 6.1.

(iv) In the event that the indemnitee, pursuant to this paragraph (d), seeks a judicial adjudication of or an award in arbitration to enforce his or her rights under, or to recover damages for breach of, this section 6.1, the indemnitee shall be entitled to recover from the corporation, and shall be indemnified by the corporation against, any expenses actually and reasonably incurred by the indemnitee if the indemnitee prevails in such judicial adjudication or arbitration. If it shall be determined in such judicial adjudication or arbitration that the indemnitee is entitled to receive part but not all of the indemnification or advancement of expenses sought, the expenses incurred by the indemnitee in connection with such judicial adjudication shall be prorated accordingly.

(e) Definitions. For purposes of this Section 6.1:

(i) "Change in Control" means a change in control of the corporation of a nature that would be required to be reported in response to Item 6(e) of Schedule 14A of Regulation 14A promulgated under the Securities Exchange Act of 1934, as amended (the "Act"), whether or not the corporation is then subject to such reporting requirement; provided that, without limitation, such a change in control shall be deemed to have occurred if (i) any "person" (as such term is used in Sections 13(d) and 14(d) of the Act) is or becomes the "beneficial owner" (as defined in Rule 13d-3 under the Act), directly or indirectly, of securities of the corporation representing 25% or more of the combined voting power of the corporation's then outstanding securities without the prior approval of at least a majority of the members of the board of directors in office immediately prior to such acquisition; (ii) the corporation is a party to a merger, consolidation, sale of assets or other reorganization, or a proxy contest, as a consequence of which members of the board of directors in office immediately prior to such transaction or event constitute less than a majority of the board of directors thereafter; or (iii) during any period of two consecutive years, individuals who at the beginning of such period constituted the board of directors (including for this purpose any new director whose election or nomination for election by the corporation's stockholders was approved by a vote of at least a majority of the directors then still in office who were directors at the beginning of such period) cease for any reason to constitute at least a majority of the board of directors.

(ii) "Disinterested Director" means a director of the corporation who is not a party to the proceeding in respect of which indemnification is sought by the indemnitee.

(iii) "Independent Counsel" means a law firm or a member of a law firm that neither presently is, nor in the past five years has been, retained to represent: (A) the corporation or the indemnitee in any matter material to either such party or (B) any other party to the proceeding giving rise to a claim for indemnification under this section 6.1. Notwithstanding the foregoing, the term "Independent Counsel" shall not include any person who, under the applicable standards of professional conduct then prevailing under such persons relevant jurisdiction of practice, would have a conflict of interest in representing either the corporation or the indemnitee in an action to determine the indemnitee's rights under this section 6.1.

(f) Invalidity; Severability; Interpretation. If any provision or provisions of this section 6.1 shall be held to be invalid, illegal or unenforceable for any reason whatsoever: (i) the validity, legality and enforceability of the remaining provisions of this section 6.1 (including, without limitation, all portions of any paragraph of this section 6.1 containing any such provision held to be invalid, illegal or unenforceable, that are not themselves invalid, illegal or unenforceable) shall not in any way be affected or impaired thereby; and (ii) to the fullest extent possible, the provisions of this section 6.1 (including, without limitation, all portions of any paragraph of this section 6.1 containing any such provision held to be invalid, illegal or unenforceable, that are not themselves invalid; illegal or unenforceable) shall be construed so as to give effect to the intent manifested by the provision held invalid, illegal or unenforceable. Reference herein to laws, regulations or agencies shall be deemed to include all amendments thereof, substitutions therefor and successors thereto.

6.2 Indemnification of Others

The corporation shall have the power, to the extent and in the manner permitted by the General Corporation Law of Delaware, to indemnify each of its officers, employees and agents (other than directors and officers) against expenses (including attorneys' fees), judgments, fines, settlements, and other amounts actually and reasonably incurred in connection with any proceeding, arising by reason of the fact that such person is or was an agent of the corporation. For purposes of this section 6.2, an officer, employee or agent of the corporation (other than a director or officer) includes any person (a) who is or was an officer, employee or agent of the corporation, (b) who is or was serving at the request of the corporation as an a director, officer, manager, member, partner, trustee, employee or other agent of another corporation, limited liability company, partnership, joint venture, trust or other enterprise, or (c) who was an officer, employee or agent of a corporation that was a predecessor corporation of the corporation or of another enterprise at the request of such predecessor corporation.

6.3 Insurance

The corporation may purchase and maintain insurance on behalf of any person who is or was a director, officer, manager, member, partner, trustee, employee or other agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, limited liability company, partnership, joint venture, trust or other enterprise against any liability asserted against him and incurred by him in any such capacity, or arising out of his or her status as such, whether or not the corporation would have the power to indemnify him against such liability under the provisions of the General Corporation Law of Delaware.

VII. RECORDS AND REPORTS

7.1 Maintenance and Inspection of Records

The corporation shall, either at its principal executive office or at such place or places as designated by the board of directors, keep a record of its stockholders listing their names and addresses and the number and class of shares held by each stockholder, a copy of these bylaws as amended to date, accounting books, and other records.

Any stockholder of record, in person or by attorney or other agent, shall, upon written demand under oath stating the purpose thereof, have the right during the usual hours for business to inspect for any proper purpose the corporation's stock ledger, a list of its stockholders, and its other books and records and to make copies or extracts therefrom. A proper purpose shall mean a purpose reasonably related to such person's interest as a stockholder. In every instance where an attorney or other agent is the person who seeks the right to inspection, the demand under oath shall be accompanied by a power of attorney or such other writing that authorizes the attorney or other agent to so act on behalf of the stockholder. The demand under oath shall be directed to the corporation at its registered office in Delaware or at its principal place of business.

Any records maintained by a corporation in the regular course of its business, including its stock ledger, books of account, and minute books, may be kept on, or by means of, or be in the form of, any information storage device or method, provided that the records so kept can be

converted into clearly legible paper form within a reasonable time. Any corporation shall so convert any records so kept upon the request of any person entitled to inspect such records pursuant to any provision of the certificate of incorporation, these bylaws or the General Corporation Law of Delaware. When records are kept in such manner, a clearly legible paper from or by means of the information storage device or method shall be admissible in evidence, and accepted for all other purposes, to the same extent as an original paper record of the same information would have been, provided the paper form accurately portrays the record.

7.2 Inspection by Directors

Any director shall have the right to examine the corporation's stock ledger, a list of its stockholders, and its other books and records for a purpose reasonably related to his or her position as a director. The Court of Chancery is hereby vested with the exclusive jurisdiction to determine whether a director is entitled to the inspection sought. The Court may summarily order the corporation to permit the director to inspect any and all books and records, the stock ledger, and the stock list and to make copies or extracts therefrom. The Court may, in its discretion, prescribe any limitations or conditions with reference to the inspection, or award such other and further relief as the Court may deem just and proper.

7.3 Annual Statement to Stockholders

The board of directors shall present at each annual meeting, and at any special meeting of the stockholders when called for by vote of the stockholders, a full and clear statement of the business and condition of the corporation.

VIII. GENERAL MATTERS

8.1 Checks

From time to time, the board of directors shall determine by resolution which person or persons may sign or endorse all checks, drafts, other orders for payment of money, notes or other evidences of indebtedness that are issued in the name of or payable to the corporation, and only the persons so authorized shall sign or endorse those instruments.

8.2 Execution of Corporate Contracts and Instruments

The board of directors, except as otherwise provided in these bylaws, may authorize any officer or officers, or agent or agents, to enter into any contract or execute any instrument in the name of and on behalf of the corporation; such authority may be general or confined to specific instances. Unless so authorized or ratified by the board of directors or within the agency power of an officer, no officer, agent or employee shall have any power or authority to bind the corporation by any contract or engagement or to pledge its credit or to render it liable for any purpose or for any amount.

8.3 Stock Certificates; Partly Paid Shares

The shares of the corporation shall be represented by certificates, provided that the board of directors of the corporation may provide by resolution or resolutions that some or all of any or

all classes or series of its stock shall be uncertificated shares. Any such resolution shall not apply to shares represented by a certificate until such certificate is surrendered to the corporation. Notwithstanding the adoption of such a resolution by the board of directors, every holder of stock represented by certificates and upon request every holder of uncertificated shares shall be entitled to have a certificate signed by, or in the name of the corporation by the chairman or vice chairman of the board of directors, or the president or vice president, and by the treasurer or an assistant treasurer, or the secretary or an assistant secretary of such corporation representing the number of shares registered in certificate form. Any or all of the signatures on the certificate may be a facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate has ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the corporation with the same effect as if he were such officer, transfer agent or registrar at the date of issue.

The corporation may issue the whole or any part of its shares as partly paid and subject to call for the remainder of the consideration to be paid therefor. Upon the face or back of each stock certificate issued to represent any such partly paid shares, and upon the books and records of the corporation in the case of uncertificated partly paid shares, the total amount of the consideration to be paid therefor and the amount paid thereon shall be stated. Upon the declaration of any dividend on fully paid shares, the corporation shall declare a dividend upon partly paid shares of the same class, but only upon the basis of the percentage of the consideration actually paid thereon.

8.4 Special Designation on Certificates

If the corporation is authorized to issue more than one class of stock or more than one series of any class, then the powers, the designations, the preferences, and the relative, participating, optional or other special rights of each class of stock or series thereof and the qualifications, limitations or restrictions of such preferences and/or rights shall be set forth in full or summarized on the face or back of the certificate that the corporation shall issue to represent such class or series of stock; provided, however, that, except as otherwise provided in Section 202 of the General Corporation Law of Delaware, in lieu of the foregoing requirements there may be set forth on the face or back of the certificate that the corporation shall issue to represent such class or series of stock a statement that the corporation will furnish without charge to each stockholder who so requests the powers, the designations, the preferences, and the relative, participating, optional or other special rights of each class of stock or series thereof and the qualifications, limitations or restrictions of such preferences and/or rights.

8.5 Lost Certificates

Except as provided in this section 8.5, no new certificates for shares shall be issued to replace a previously issued certificate unless the latter is surrendered to the corporation and cancelled at the same time. The corporation may issue a new certificate of stock or uncertificated shares in the place of any certificate theretofore issued by it, alleged to have been lost, stolen or destroyed, and the corporation may require the owner of the lost, stolen or destroyed certificate, or his or her legal representative, to give the corporation a bond sufficient to indemnify it against any claim that may be made against it on account of the alleged loss, theft or destruction of any such certificate or the issuance of such new certificate or uncertificated shares.

8.6 Construction; Definitions

Unless the context requires otherwise, the general provisions, rules of construction, and definitions in the Delaware General Corporation Law shall govern the construction of these bylaws. Without limiting the generality of this provision, the singular number includes the plural, the plural number includes the singular, and the term “person” includes both a corporation and a natural person.

8.7 Dividends

The directors of the corporation, subject to any rights or restrictions contained in the certificate of incorporation, may declare and pay dividends upon the shares of its capital stock pursuant to the General Corporation Law of Delaware. Dividends may be paid in cash, in property, or in shares of the corporation’s capital stock.

The directors of the corporation may set apart out of any of the funds of the corporation available for dividends a reserve or reserves for any proper purpose and may abolish any such reserve. Such purposes shall include but not be limited to equalizing dividends, repairing or maintaining any property of the corporation, and meeting contingencies.

8.8 Fiscal Year

The fiscal year of the corporation shall be fixed by resolution of the board of directors and may be changed by the board of directors.

8.9 Seal

The corporation may adopt a corporate seal which may be altered as desired, and may use the same by causing it or a facsimile thereof, to be impressed or affixed or in any other manner reproduced.

8.10 Transfer of Stock

Upon surrender to the corporation or the transfer agent of the corporation of a certificate for shares duly endorsed or accompanied by proper evidence of succession, assignation or authority to transfer, it shall be the duty of the corporation to issue a new certificate to the person entitled thereto, cancel the old certificate, and record the transaction in its books.

8.11 Stock Transfer Agreements and Restrictions

The corporation shall have power to enter into and perform any agreement with any number of stockholders of any one or more classes of stock of the corporation to restrict the transfer of shares of stock of the corporation of any one or more classes owned by such stockholders in any manner not prohibited by the General Corporation Law of Delaware.

8.12 Electronic Transmission

For purposes of these bylaws, "electronic transmission" means any form of communication, not directly involving the physical transmission of paper, that creates a record that may be retained, retrieved, and reviewed by a recipient thereof, and that may be directly reproduced in paper form by such a recipient through an automated process.

IX. AMENDMENTS

The original or other bylaws of the corporation may be adopted, amended or repealed by the stockholders entitled to vote; provided, however, that the corporation may, in its certificate of incorporation, confer the power to adopt, amend or repeal bylaws upon the directors. The fact that such power has been so conferred upon the directors shall not divest the stockholders of the power, nor limit their power to adopt, amend or repeal bylaws.

X. DISSOLUTION

If it should be deemed advisable in the judgment of the board of directors of the corporation that the corporation should be dissolved, the board, after the adoption of a resolution to that effect by a majority of the whole board at any meeting called for that purpose, shall cause notice to be mailed to each stockholder entitled to vote thereon of the adoption of the resolution and of a meeting of stockholders to take action upon the resolution.

At the meeting a vote shall be taken for and against the proposed dissolution. If a majority of the outstanding stock of the corporation entitled to vote thereon votes for the proposed dissolution, then a certificate stating that the dissolution has been authorized in accordance with the provisions of Section 275 of the General Corporation Law of Delaware and setting forth the names and residences of the directors and officers shall be executed, acknowledged, and filed and shall become effective in accordance with Section 103 of the General Corporation Law of Delaware. Upon such certificate's becoming effective in accordance with Section 103 of the General Corporation Law of Delaware, the corporation shall be dissolved.

Whenever all the stockholders entitled to vote on a dissolution consent in writing, either in person or by duly authorized attorney, to a dissolution, no meeting of directors or stockholders shall be necessary. The consent shall be filed and shall become effective in accordance with Section 103 of the General Corporation Law of Delaware. Upon such consent's becoming effective in accordance with Section 103 of the General Corporation Law of Delaware, the corporation shall be dissolved. If the consent is signed by an attorney, then the original power of attorney or a photocopy thereof shall be attached to and filed with the consent. The consent filed with the Secretary of State shall have attached to it the affidavit of the secretary or some other officer of the corporation stating that the consent has been signed by or on behalf of all the stockholders entitled to vote on a dissolution; in addition, there shall be attached to the consent a certification by the secretary or some other officer of the corporation setting forth the names and residences of the directors and officers of the corporation.

XI. CUSTODIAN

11.1 Appointment of a Custodian in Certain Cases

The Court of Chancery, upon application of any stockholder, may appoint one or more persons to be custodians and, if the corporation is insolvent, to be receivers, of and for the corporation when:

(a) at any meeting held for the election of directors the stockholders are so divided that they have failed to elect successors to directors whose terms have expired or would have expired upon qualification of their successors; or

(b) the business of the corporation is suffering or is threatened with irreparable injury because the directors are so divided respecting the management of the affairs of the corporation that the required vote for action by the board of directors cannot be obtained and the stockholders are unable to terminate this division; or

(c) the corporation has abandoned its business and has failed within a reasonable time to take steps to dissolve, liquidate or distribute its assets.

11.2 Duties of Custodian

The custodian shall have all the powers and title of a receiver appointed under Section 291 of the General Corporation Law of Delaware, but the authority of the custodian shall be to continue the business of the corporation and not to liquidate its affairs and distribute its assets, except when the Court of Chancery otherwise orders and except in cases arising under Sections 226(a)(3) or 352(a)(2) of the General Corporation Law of Delaware.

Exhibit 3.57

GTX Disposal, LLC

CERTIFICATE OF FORMATION

Pursuant to the provisions of Section 18-201 of the Limited Liability Company Act of the State of Delaware (the "Act"), the undersigned, being duly authorized, hereby certifies and states as follows:

1. Name of the Limited Liability Company. The name of the limited liability company formed hereby is GTX Disposal, LLC (the "LLC").

2. Registered Agent and Office of the LLC. The name of the registered agent of the LLC in the State of Delaware is Capitol Corporate Services, Inc. and the registered office address of the registered agent for the purposes of Section 18-104 of the Act is 32 Loockerman Square, Suite 109, Dover, Kent County, Delaware 19901.

IN WITNESS WHEREOF, the undersigned hereby affirms that the facts stated herein are true, this 30th day of April, 2002.

/s/ C. Michael Malm
C. Michael Malm, Authorized Person

GTX Disposal, LLC

CERTIFICATE OF AMENDMENT

Pursuant to the provisions of Section 18-202 of the Limited Liability Company Act of the State of Delaware (the "Act"), the undersigned, being duly authorized, hereby certifies and states as follows:

1. Name of the Limited Liability Company. The name of the limited liability company is GTX Disposal, LLC (the "LLC").

2. Amendment. The name of the LLC as set-forth in the Certificate of Formation, filed with the Delaware Secretary of State on May 1, 2002, is hereby changed to GSX Disposal, LLC.

IN WITNESS WHEREOF, the undersigned hereby affirms that the facts stated herein are true, this 12th day of July, 2002.

/s/ C. Michael Malm
C. Michael Malm, Authorized Person

GSX DISPOSAL, LLC

LIMITED LIABILITY COMPANY AGREEMENT

LIMITED LIABILITY COMPANY AGREEMENT effective as of May 1, 2002, by and among Eric W. Gerstenberg, Gene A. Cookson, Stephen H. Moynihan, Roger A. Koenecke, Carl Paschetag, and William J. Geary, as Managers; and Clean Harbors Disposal Services, Inc., a Delaware corporation, as the sole Member. Certain capitalized terms used herein have the respective meanings set forth in Section 14.01 hereof.

ARTICLE I
CAPITAL CORPORATE SERVICES, INC.,
ORGANIZATION

SECTION 1.01 Formation of the Company. GSX Disposal, LLC (the "Company") has been formed as a limited liability company under the Delaware Limited Liability Company Act *(6 Del. C § 18-101, et seq.)*, as amended from time to time (the "Delaware Act"), through the filing of the Certificate with the Delaware Secretary of State on the effective date of this Agreement. The parties hereto agree to conduct the business of the Company in accordance with the provisions of the Act and of this Agreement.

SECTION 1.02 Name, Registered Office, and Maintenance of Books and Records. The name of the Company is "GSX Disposal, LLC." The initial address of the Company's registered office in Delaware is 32 Lookerman Square, Suite 109, Dover, Dent County, Delaware 19901, and its initial agent at such address for service of process is Capitol Corporate Services, Inc. The Company's books and records shall be maintained at c/o Clean Harbors, Inc., 1501 Washington Street, Braintree, Massachusetts 02184. A Majority of the Managers may change the location at which the Company's books and records shall be maintained to such other location within the United States as such Managers may determine at any time, upon written notice to the Member stating such new location. A Majority of the Managers may also change the Company's registered agent from time to time in their sole discretion.

SECTION 1.03 Purposes. The purposes and objectives of the Company are to own, lease, manage and/or operate a licensed hazardous waste facility, to provide environmental services, and to engage in any other lawful activities allowed to be conducted by a limited liability company.

SECTION 1.04 Powers. Subject to the terms of this Agreement, and consistent with the purposes stated in Section 1.03 hereof, the Company shall have the following powers: (i) to enter into all agreements and engage in all activities and transactions necessary or advisable to carry out the Company's purposes; and (ii) to have all other powers available to it as a limited liability company organized under the laws of the State of Delaware. Without limitation of the foregoing, the Company shall have the powers: to acquire and dispose of assets and other property; to act as a general partner,

limited partner, manager and/or member of any other Person; negotiate, enter into, and modify agreements including, without limitation, partnership agreements, limited liability company agreements, and leases or subleases of any real estate or

personal property; to incur obligations for and in connection with its business; to borrow money and provide guarantees for the obligations of other Persons and, if required by any lender, as security therefor to mortgage, pledge and grant security interests in all or any part of the assets and other property owned by the Company; to repay, in whole or in part, refinance, consolidate, recast, increase, modify or extend any loans which may affect any of the assets and other property owned by the Company; and to execute any and all other documents and instruments and exercise all powers necessary or appropriate to carry out the business of the Company.

ARTICLE II

CONDUCT AND MANAGEMENT OF THE LLC

SECTION 2.01 Managers. Except as otherwise provided in this Agreement for actions which require or permit approval by the sole Member, the business of the Company shall be under the control of the Managers. The names and current addresses of the initial Managers are as described in Schedule A hereto. One or more substitute or additional Managers may be elected at any time in the future by the sole Member. Each of the original Managers and any such substitute or additional Managers shall serve as a Manager until either (i) his voluntary resignation as a Manager, or (ii) his removal as a Manager with or without cause at any time by a Majority of the Managers or the sole Member. The Managers shall not be required to make any Capital Contributions to the Company.

SECTION 2.02 Officers.

(a) In order to facilitate the day-to-day operation of the Company's business, the Company shall have the following Officers: a President, Senior Vice Presidents, a Treasurer and a Secretary, and any such additional Officers as a Majority of the Managers may from time to time deem appropriate. The President shall be a Manager, but none of the other Officers need be a Manager. Unless otherwise determined from time to time by a Majority of the Managers or by the sole Member, Eric W. Gerstenberg shall be the President, Steven H. Moynihan shall be a Senior Vice President and an Assistant Treasurer, Roger Koenecke shall be a Senior Vice President, Carl Paschetag shall be the Treasurer, William J. Geary shall be a Vice President and the Assistant Secretary, and C. Michael Malm shall be Secretary. Unless otherwise determined from time to time by a Majority of the Managers or the sole Member, the President shall be the chief executive officer of the LLC, the Treasurer shall be responsible for maintaining the funds and financial books and records of the LLC, and the Secretary shall be responsible for maintaining the records of actions (whether by written consent or meeting) of the Managers and of the sole Member and the other non-financial records of the LLC. Each of the Officers of the LLC may be removed (and his successors elected) at any time by a Majority of the Managers or the sole Member.

(b) Except as may otherwise be determined from time to time by a Majority of the Managers or the sole Member, the Managers hereby delegate to the President and any Senior Vice President then in office full authority to act on behalf of the LLC. Except as may otherwise be determined from time to time by a Majority of the Managers or the sole Member, each of the President and Senior Vice Presidents shall have, without further approval or consent of any of the other Managers or the sole Member, full authority: to acquire and dispose of assets and other

property on behalf of the LLC; to negotiate, enter into, execute or modify agreements on behalf of the LLC including, without limitation, partnership agreements, limited liability company agreements, and leases or subleases of any real estate or personal property; to incur obligations for and on behalf of the LLC for and in connection with its business; to borrow money and provide guarantees for the obligations of other Persons and, if required by any lender, as security therefor to mortgage, pledge and grant security interests in all or any part of the assets and other property owned by the Company; to repay, in whole or in part, refinance, consolidate, recast, increase, modify or extend any loans which may affect any of the assets and other property owned by the Company; and to execute any and all other documents and instruments and exercise all powers necessary or appropriate to carry out the business of the Company.

SECTION 2.03 Authorization.

(a) Every contract, agreement, and other instrument executed on behalf of the Company by any Manager, the President or any Senior Vice President, or by another Officer of the Company, if such execution is authorized by a Majority of the Managers, shall be conclusive evidence in favor of every person or entity relying thereon or claiming thereunder that at the time of the delivery thereof (i) the Company was in existence, (ii) this Agreement had not been terminated or canceled or amended in any manner so as to restrict such authority (except as shown in the Certificate or other instrument duly filed with the Secretary of State of the State of Delaware), and (iii) the execution and delivery of such instrument were duly authorized by the Managers and/or the sole Member to the extent required.

(b) Any person or entity dealing with the Company may always rely on a certificate signed by any Manager, the President, any Senior Vice President, the Secretary or an Assistant Secretary:

(i) as to who are the Managers, the Officers or the Member of the Company,

(ii) as to the existence or nonexistence of any fact or facts which (A) constitute conditions precedent to acts by the Company, or (B) are in any other manner germane to the affairs of the Company,

(iii) as to who is authorized to execute and deliver any instrument or document on behalf of the Company,

(iv) as to the authenticity of any copy of this Agreement and amendments thereto, or

(v) as to any act or failure to act by the Company, or as to any other matter whatsoever involving the Company or any Manager or Officer or Member of the Company.

SECTION 2.04 Actions by Managers or the Sole Member. Approval of any action by the Company which under the terms of this Agreement requires approval by a Majority of the Managers may be granted either by a written consent signed by a Majority of the Managers or by an affirmative vote of a Majority of the Managers at a meeting held for such purpose either with or without prior notice. Any Manager may participate in any such meeting by telephone if all Managers participating in any such meeting shall be able to hear the other participating

Managers. The participation of a Majority of the Managers shall constitute a quorum for all purposes. If any action is approved by a Majority of the Managers but any Manager shall not sign any written consent by which, or shall not participate in any meeting at which, such approval was granted, the Secretary of the Company shall promptly provide to such Manager following the date of such written consent or meeting a copy of such written consent or minutes of such meeting. Any action taken by the sole Member under the terms of this Agreement shall be by written consent of the sole Member.

SECTION 2.05 **Duty of Care.** The sole Member acknowledges that decisions concerning the Company's activities will involve the exercise of judgment and a risk of loss. The Managers, the Officers and their Affiliates shall not be liable to the Company or the Member for any loss suffered by the Company or the Member which arises out of any action or omission of a Manager, an Officer or any Affiliate of a Manager or an Officer, provided that (i) such Manager, Officer or Affiliate determined, in good faith, that such course of conduct was in, or not opposed to, the best interest of the Company or was otherwise permitted by this Agreement, and (ii) such course of conduct did not constitute gross negligence or willful malfeasance, a material breach of this Agreement, or an intentional violation of federal or state law by such Manager, Officer or Affiliate. The Managers, the Officers, and their Affiliates shall not be liable for the negligence, whether of omission or commission, dishonesty or bad faith of any employee, broker or other agent of the Company selected by the Managers or the Officers with reasonable care. Furthermore, the Managers, the Officers, and their Affiliates shall be entitled to indemnification by the Company to the extent provided in Article X hereof.

ARTICLE III

MEMBER

SECTION 3.01 **Name, Address, and Capital Contribution**. The name and current address of the sole Member are as described in Schedule A hereto. On and after the date of this Agreement, the Member shall make to the Company either in cash or in other tangible or intangible property such Capital Contributions as shall be determined by the Member. The Treasurer shall record the Member's Capital Contributions on the financial records of the Company.

SECTION 3.02 **Limited Liability.** In accordance with the Delaware Act, the liability of the Member to the Company and its creditors shall be limited to (i) any unpaid Capital Contribution which the Member has agreed to make to the Company; (ii) the amount of any distribution previously received from the Company which the Member may be required to return to the Company pursuant to Section 18-607(b) of the Delaware Act; and (iii) the unpaid balance of any other payments (if any) that the Member expressly is required, pursuant to this Agreement, to make to the Company.

SECTION 3.03 **No Control of Company**. Except as otherwise provided in this Agreement, the Member, in its capacity as such, shall not take part in the management or control of the affairs of the Company, or undertake any transactions on behalf of the Company, or have any power to sign for or otherwise to bind the Company.

SECTION 3.04 **Dissolution, Liquidation or Bankruptcy.** The dissolution, liquidation or bankruptcy of the Member shall not result in the termination of the Company, but the rights of the Member under this Agreement shall accrue to the Member's successors, estate or legal representatives. Except as expressly provided in this Agreement, no other event affecting the Member (including but not limited to insolvency) shall affect this Agreement.

ARTICLE IV

EXPENSES AND COMPENSATION

SECTION 4.01 **No Management Fee.** The Company shall not be obligated to pay to the Managers (or any Affiliate of the Managers) any management fee or similar compensation. However, the Managers shall be entitled to receive compensation from the Member and its Affiliates in the Managers' respective capacities as officers and employees of the Member and its Affiliates.

SECTION 4.02 **Expenses.** The Company shall be responsible for the payment from its own funds of all of the Company's expenses.

ARTICLE V

DISTRIBUTIONS

SECTION 5.01 **Amount, Timing and Form.** The Managers shall determine in their discretion the amount, timing and form of all distributions of Distributable Cash to be made by the Company to the sole Member.

ARTICLE VI

TAX ALLOCATIONS

SECTION 6.01 **Allocations of Net Profit or Net Loss.** As described in Articles II, III and V above, the sole Member shall be responsible for all Capital Contributions to the Company, and the Company shall make all distributions to the Member. All distributions of Net Profit or Net Loss by the Company will accordingly be made to the Member. The Company shall therefore be treated for U.S. federal income tax purposes as a "disregarded entity" of which all of the beneficial interests are held by the sole Member.

ARTICLE VII

DURATION OF THE COMPANY

SECTION 7.01 **Term of Company.** The term of the Company commenced on the filing of the Certificate with the Delaware Secretary of State and shall continue until the date on which the Company is dissolved as provided in Sections 7.02 or 7.03 or by operation of law.

SECTION 7.02 **Dissolution Upon Sale of Assets**. The Company shall be dissolved in the event of the sale or distribution by the Company of all or substantially all of the assets of the Company.

SECTION 7.03 **Dissolution by Written Consent of Member.** The sole Member may dissolve the Company at any time by written consent executed by the Member and a copy of which shall be provided to the Managers.

ARTICLE VIII

LIQUIDATION OF THE COMPANY

SECTION 8.01 **General Provisions.** Following the dissolution of the Company in accordance with Article VII hereof, the Company's assets shall be liquidated in an orderly manner. The Managers (or, at the Managers' election, another Person selected by a Majority of the Managers) shall be the liquidator to wind up the affairs of the Company pursuant to this Agreement.

SECTION 8.02 **Liquidating Distributions.** The liquidator shall pay or provide for the satisfaction of the Company's liabilities and obligations to creditors. Any Net Profit or Net Loss realized in connection with the liquidation of the Company shall be allocated to the Member pursuant to Article VI hereof, and the remaining assets of the Company shall then be distributed to the Member. In performing its duties, the liquidator is authorized to sell, exchange or otherwise dispose of the assets of the Company in such reasonable manner as the liquidator shall determine to be in the best interest of the Company and the Member.

SECTION 8.03 **Expenses of Liquidator.** The expenses incurred by the liquidator in connection with winding up the Company, and all other losses or liabilities of the Company incurred in accordance with the terms of this Agreement, shall be borne by the Company.

SECTION 8.04 **Duration of Liquidation.** A reasonable time shall be allowed for the winding up of the affairs of the Company in order to minimize any losses otherwise associated with such a winding up.

SECTION 8.05 **Duty of Care.** The liquidator shall not be liable to the Company or the Member for any loss attributable to any act or omission of the liquidator in good faith and in a manner such liquidator reasonably believed to be in, or not opposed to, the best interests of the Company in connection with the liquidation of the Company and distribution of its assets and provided that such act or omission did not constitute gross negligence, willful misconduct or a material breach of this Agreement. The liquidator may consult with counsel, investment banking firms, consultants and accountants with respect to liquidating the Company and distributing its assets and may act or omit to act in accordance with the advice of such counsel, investment banking firms, consultants or accountants, provided they shall have been selected with reasonable care.

SECTION 8.06 **No Liability for Return of Capital.** The liquidator(s), the Managers and their respective officers, directors, agents and Affiliates shall not be personally liable for the return of the Capital Contribution of the Member to the Company.

ARTICLE IX

TRANSFER OF INTERESTS

SECTION 9.01 Limitation on Transfer of Rights and Obligations of Managers. The Managers shall not assign, pledge, mortgage, hypothecate, sell or otherwise dispose of or encumber all or any part of their rights or obligations under this Agreement without the prior written consent of the Member.

SECTION 9.02 Transfer of Member Interests. Except as may otherwise be required to comply with applicable federal and state laws, the sole Member shall have the right to transfer all or any part of its interests in the Company by delivery to the Company of an assignment in writing duly executed by the Member.

ARTICLE X

INDEMNIFICATION

SECTION 10.01 General Provisions.

(a) Subject to the limitations set forth below in this Article X, each of the Managers, the Officers, the Affiliates of the Managers and the Officers, and the liquidator (if any), (each such Person being referred to hereafter as an "Indemnitee"), shall be indemnified by the Company (but only out of Company assets, including the proceeds of liability insurance) against any claim, demand, controversy, dispute, cost, loss, damage, expense (including attorneys' fees), judgment and/or liability incurred by or imposed upon the Indemnitee in connection with any action, suit or proceeding (including any proceeding before any administrative or legislative body or agency), to which the Indemnitee shall become a party or shall be threatened to become a party, by reason of the Indemnitee's being at the time the cause of action arose or thereafter, a Manager, an Officer, an Affiliate of a Manager or an Officer,, a liquidator (if any), or a director, officer, member, partner, employee, consultant or other agent of any other organization in which the Company owns an interest, which other organization the Indemnitee serves or has served as director, officer, manager, member, partner, employee, consultant or other agent at the request of the Company (whether or not the Indemnitee continues to serve in such capacity at the time such action, suit or proceeding is brought or threatened). Each Indemnitee may be entitled to such indemnification notwithstanding that the Company has sold, assigned, distributed or otherwise transferred its investment in such other organization prior to the time that such action, suit or proceeding is brought or threatened.

(b) The Indemnitee shall not be indemnified with respect to matters as to which the Indemnitee shall have been finally adjudicated in any such action, suit or proceeding (i) not to have acted in good faith and in the reasonable belief that the Indemnitee's action was in accordance with such Person's obligations to the Company or to have acted with gross negligence or a willful disregard of his duties, or in breach of his fiduciary obligations, or (ii) with respect to any criminal action or proceeding, not to have had cause to believe beyond any reasonable doubt the Indemnitee's conduct was criminal. In the event of settlement of any action, suit or proceeding brought or threatened, the indemnification provided for in this Article X shall

apply to all matters covered by the settlement except for matters as to which the Company is advised by counsel (who may be counsel regularly retained to represent the Company) that the Person seeking indemnification, in the opinion of such counsel, did not act in good faith or acted with gross negligence or a willful disregard of such Person's duties, or in breach of such Person's fiduciary obligations, or, with respect to any criminal action or proceeding, that the Person seeking indemnification had reasonable cause to believe such Person's conduct was criminal.

(c) The right of indemnification provided for in this Article X shall be in addition to any rights to which any Indemnitee may otherwise be entitled and shall inure to the benefit of the executors, administrators, personal representatives, successors or assigns of each such Indemnitee. Such Indemnitee shall first use reasonable efforts to pursue other readily available sources of indemnification before pursuing a claim for indemnification against the Company under this Article X.

SECTION 10.02 Advance Payment of Expenses. The Company shall pay the expenses incurred by an Indemnitee in defending a civil or criminal action, suit or proceeding, or in opposing any claim arising in connection with any potential or threatened civil or criminal action, suit or proceeding, in advance of the final disposition of such action, suit or proceeding, upon receipt of an undertaking by such Indemnitee satisfactory to the Managers to repay such payment if he shall be determined to be not entitled to indemnification therefor as provided herein; provided, however, that in such instance the Indemnitee is not commencing an action, suit, or proceeding against the Company, or defending an action, suit or proceeding commenced against the Indemnitee by the Company, or opposing a claim by the Company arising in connection with any such potential or threatened action, suit or proceeding.

SECTION 10.03 Insurance. At its election, the Managers may cause the Company to purchase and maintain insurance, at the expense of the Company and to the extent available, for the protection of the Managers, the Officers, the Affiliates of the Managers and the Officers, any liquidator, and the directors, officers, employees, consultants or other agents of any such Person, against any liability incurred by any such Person in any such capacity or arising out of his status as such, whether or not the Company has the power to indemnify such Person against such liability. The Managers may also cause the Company to purchase and maintain insurance for the protection of any officer, director, employee, consultant or other agent of any other organization in which the Company owns an interest or of which the Company is a creditor against similar liabilities, whether or not the Company has the power to indemnify any such Person against such liabilities.

ARTICLE XI

ACCOUNTING; RECORDS AND REPORTS

SECTION 11.01 Fiscal Year. The fiscal year of the Company shall be the calendar year, or such other year as required by the Code.

SECTION 11.02 Keeping of Accounts and Records. At all times the Managers shall cause to be kept proper and complete books of account, in which shall be entered fully and

accurately the transactions of the Company. Such books of account, together with (i) an executed copy of this Agreement (and any amendments hereto); (ii) the Certificate of the Company (and any amendments thereto); (iii) executed copies of any powers of attorney pursuant to which any of the aforesaid documents has been executed; and (iv) financial statements of the Company for each of the prior three years, shall at all times be maintained at the location specified in Section 1.02 hereof.

SECTION 11.03 Inspection Rights. Until the liquidation of the Company has been completed, the Member may examine the Company's books, records, accounts and assets, including bank balances, and may make, or cause to be made, any audit thereof at the Company's expense.

SECTION 11.04 Reports. The Managers shall prepare and transmit to the Member at the Company's expense such financial and other reports as shall be determined from time to time by the Member.

ARTICLE XII

WAIVER AND AMENDMENT

SECTION 12.01 Waiver and Amendment. Except for any waiver or amendment of the provisions of Sections 2.5 and 10.01 through 10.03 hereof which would adversely affect any Manager (or any Affiliate of a Manager), the terms and provisions of this Agreement may be waived, modified, terminated or amended at any time by the sole Member. The sole Member shall not waive or amend any provision of Sections 2.05 or 10.01 through 10.03 hereof in such a manner as would adversely affect any Manager (or any Affiliate of a Manager) without the written consent of such Manager.

ARTICLE XIII

GENERAL PROVISIONS

SECTION 13.01 Notices. Except where otherwise specifically provided in this Agreement, all notices, requests, consents, approvals and statements shall be in writing and shall be deemed to have been properly given by (i) personal delivery, (ii) first class mail, postage prepaid, (iii) electronic facsimile transmission, or (iv) courier service, addressed in each case: if to the Company, at the address where the Company's books and records are maintained as specified in Section 1.02 hereof; if to a Manager, at such Manager's address set forth in Schedule A; and if to the Member, to the Member's address set forth in Schedule A, or, in each case, to such other address or addresses (and/or by e-mail or other manner of delivery) as the addressee may have specified by written notice as aforesaid.

SECTION 13.02 Binding on Successors. This Agreement shall be binding upon and inure to the benefit of the respective heirs, successors, assigns and legal representatives of the parties hereto.

SECTION 13.03 **Counterparts.** This Agreement or any amendment hereto may be signed in any number of counterparts, each of which shall be an original, but all of which taken together shall constitute one agreement (or amendment, as the case may be).

SECTION 13.04 **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware.

SECTION 13.05 **Construction.** Whenever the content of this Agreement permits, the masculine gender shall include the feminine and neuter genders, and reference to singular or plural shall be interchangeable with the other. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the other provisions, and this Agreement shall be construed and reformed in all respects as if any such invalid or unenforceable provision(s) were omitted in order to give effect to the intent and purposes of this Agreement. References in this Agreement to particular sections of the Code or the Delaware Act shall be deemed to refer to such sections or provisions of the Code or the Delaware Act (or any successor legislation) as they may be amended after the date of this Agreement.

ARTICLE XIV

CERTAIN DEFINITIONS

SECTION 14.01 **Certain Definitions**. For purposes of this Agreement, the following terms have the respective meanings set forth below:

"Affiliate " means, with respect to the Person to which it refers, a Person that either (i) directly or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with, such Person or (ii) is the successor or assign to such Person.

"Agreement" means this Limited Liability Company Agreement, as it may be subsequently amended or restated in accordance with its terms.

"Capital Contribution " means the aggregate amount of cash or other property contributed by the Member to the Company pursuant to this Agreement.

"Certificate " means the certificate of formation of the Company and any amendments or restatements thereof as filed with the Delaware Secretary of State under the Delaware Act.

"Code " means the United States Internal Revenue Code of 1986 and the rules and regulations promulgated thereunder, as amended from time to time, or any successor statute thereto.

"Delaware Act" means the Delaware Limited Liability Company Act, as amended from time to time.

"Distributable Cash " means all cash of the Company that the Managers determine is available for distribution to the Member after the payment or provision for payment by the Company of all expenses incurred by the Company and in collecting any amounts then owed to the Company and so attributable.

“Indemnitee “ shall have the meaning set forth in Section 10.01.

“Majority of the Managers” means (i) at least four of the Managers if there are then six Managers, (ii) at least three of the Managers if there are then five or four Managers, (iii) at least two of the Managers if there are then three Managers, and (ii) both of the Managers if there are then only two Managers.

“Manager” means each of the Persons then serving as a Manager of the Company in accordance to Section 2.01 hereof, in his capacity as a Manager of the LLC.

“Member” means Clean Harbors Disposal Services, Inc., a Delaware corporation.

“Net Profit” or “Net Loss “ means, with respect to any fiscal year, the sum of the Company’s: (a) net profit or loss as determined in accordance with the Code and the Regulations thereunder, and (b) any income exempt from federal income tax, after deduction of all expenses properly chargeable to the Company for such fiscal year (whether deductible or non-deductible and whether described in Section 705(a)(2)(B) of the Code, treated as so described pursuant to Treasury Regulations Section 1.704-1(b)(2)(iv)(i), or otherwise). For this purpose, Net Profit or Net Loss shall be determined in accordance with tax accounting principles rather than generally accepted accounting principles, and any expenses required to be capitalized and included in the Company’s adjusted tax basis in any asset or which reduce the amount realized by the Company on the disposition of any asset shall be disregarded.

“Officers” means the President, the Senior Vice President, the Treasurer, the Secretary, and any such other officers of the Company as shall be elected by a Majority of the Managers or the sole Member in accordance with Section 2.02(a) hereof.

“Person “ means any individual, general partnership, limited partnership, limited liability company, corporation, joint venture, trust, business trust, cooperative or association and the heirs, executors, administrators, legal representative, successors and assigns of such Person where the context so admits.

“Treasury Regulations” mean the Regulations promulgated by the United States Department of the Treasury under the Code, as amended.

IN WITNESS WHEREOF, the undersigned have executed this Limited Liability Company Agreement as of the effective date first above written.

MANAGERS:

/s/ Eric W. Gerstenberg
Eric W. Gerstenberg

/s/ Gene A. Cookson
Gene A. Cookson

/s/ Stephen H. Moynihan
Stephen H. Moynihan

/s/ Roger A. Koenecke
Roger A. Koenecke

/s/ Carl Paschetag
Carl Paschetag

/s/ William J. Geary
William J. Geary

MEMBER:

CLEAN HARBORS DISPOSAL SERVICES, INC.

By: /s/ Stephen H. Moynihan
Stephen H. Moynihan
Senior Vice President

GSX DISPOSAL, LLC

SCHEDULE A

Name and Address

Managers:

Eric W. Gerstenberg
c/o Clean Harbors, Inc.
1501 Washington Street
Braintree, MA 02184

Gene A. Cookson
c/o Clean Harbors, Inc.
1501 Washington Street
Braintree, MA 02184

Stephen H. Moynihan
c/o Clean Harbors, Inc.
1501 Washington Street
Braintree, MA 02184

Roger A. Koenecke
c/o Clean Harbors, Inc.
1501 Washington Street
Braintree, MA 02184

Carl Paschetag
c/o Clean Harbors, Inc.
1501 Washington Street
Braintree, MA 02184

William J. Geary
c/o Clean Harbors, Inc.
1501 Washington Street
Braintree, MA 02184

Sole Member:

Clean Harbors Disposal Services, Inc.
1501 Washington Street
Braintree, MA 02184

Exhibit 3.58

Hilliard Disposal, LLC

CERTIFICATE OF FORMATION

Pursuant to the provisions of Section 18-201 of the Limited Liability Company Act of the State of Delaware (the "Act"), the undersigned, being duly authorized, hereby certifies and states as follows:

1. Name of the Limited Liability Company. The name of the limited liability company formed hereby is Hilliard Disposal, LLC (the "LLC").

2. Registered Agent and Office of the LLC. The name of the registered agent of the LLC in the State of Delaware is Capitol Corporate Services, Inc. and the registered office address of the registered agent for the purposes of Section 18-104 of the Act is 32 Loockerman Square, Suite 109, Dover, Kent County, Delaware 19901.

IN WITNESS WHEREOF, the undersigned hereby affirms that the facts stated herein are true, this 30th day of April, 2002.

/s/ C. Michael Malm
C. Michael Malm, Authorized Person

HILLIARD DISPOSAL, LLC

LIMITED LIABILITY COMPANY AGREEMENT

LIMITED LIABILITY COMPANY AGREEMENT effective as of May 1, 2002, by and among Eric W. Gerstenberg, Gene A. Cookson, Stephen H. Moynihan, Roger A. Koenecke, Carl Paschetag, and William J. Geary, as Managers; and Clean Harbors Disposal Services, Inc., a Delaware corporation, as the sole Member. Certain capitalized terms used herein have the respective meanings set forth in Section 14.01 hereof.

ARTICLE I
CAPITAL CORPORATE SERVICES, INC.,
ORGANIZATION

SECTION 1.01 Formation of the Company. Hilliard Disposal, LLC (the "Company") has been formed as a limited liability company under the Delaware Limited Liability Company Act *(6 Del. C § 18-101, et seq.)*, as amended from time to time (the "Delaware Act"), through the filing of the Certificate with the Delaware Secretary of State on the effective date of this Agreement. The parties hereto agree to conduct the business of the Company in accordance with the provisions of the Act and of this Agreement.

SECTION 1.02 Name, Registered Office, and Maintenance of Books and Records. The name of the Company is "Hilliard Disposal, LLC." The initial address of the Company's registered office in Delaware is 32 Lookerman Square, Suite 109, Dover, Dent County, Delaware 19901, and its initial agent at such address for service of process is Capitol Corporate Services, Inc. The Company's books and records shall be maintained at c/o Clean Harbors, Inc., 1501 Washington Street, Braintree, Massachusetts 02184. A Majority of the Managers may change the location at which the Company's books and records shall be maintained to such other location within the United States as such Managers may determine at any time, upon written notice to the Member stating such new location. A Majority of the Managers may also change the Company's registered agent from time to time in their sole discretion.

SECTION 1.03 Purposes. The purposes and objectives of the Company are to own, lease, manage and/or operate a licensed hazardous waste facility, to provide environmental services, and to engage in any other lawful activities allowed to be conducted by a limited liability company.

SECTION 1.04 Powers. Subject to the terms of this Agreement, and consistent with the purposes stated in Section 1.03 hereof, the Company shall have the following powers: (i) to enter into all agreements and engage in all activities and transactions necessary or advisable to carry out the Company's purposes; and (ii) to have all other powers available to it as a limited liability company organized under the laws of the State of Delaware. Without limitation of the foregoing, the Company shall have the powers: to acquire and dispose of assets and other property; to act as a general partner, limited partner, manager and/or member of any other Person; negotiate, enter into, and modify agreements including, without limitation, partnership agreements, limited liability company agreements, and leases or subleases of any real estate or

personal property; to incur obligations for and in connection with its business; to borrow money and provide guarantees for the obligations of other Persons and, if required by any lender, as security therefor to mortgage, pledge and grant security interests in all or any part of the assets and other property owned by the Company; to repay, in whole or in part, refinance, consolidate, recast, increase, modify or extend any loans which may affect any of the assets and other property owned by the Company; and to execute any and all other documents and instruments and exercise all powers necessary or appropriate to carry out the business of the Company.

ARTICLE II

CONDUCT AND MANAGEMENT OF THE LLC

SECTION 2.01 Managers. Except as otherwise provided in this Agreement for actions which require or permit approval by the sole Member, the business of the Company shall be under the control of the Managers. The names and current addresses of the initial Managers are as described in Schedule A hereto. One or more substitute or additional Managers may be elected at any time in the future by the sole Member. Each of the original Managers and any such substitute or additional Managers shall serve as a Manager until either (i) his voluntary resignation as a Manager, or (ii) his removal as a Manager with or without cause at any time by a Majority of the Managers or the sole Member. The Managers shall not be required to make any Capital Contributions to the Company.

SECTION 2.02 Officers.

(a) In order to facilitate the day-to-day operation of the Company's business, the Company shall have the following Officers: a President, Senior Vice Presidents, a Treasurer and a Secretary, and any such additional Officers as a Majority of the Managers may from time to time deem appropriate. The President shall be a Manager, but none of the other Officers need be a Manager. Unless otherwise determined from time to time by a Majority of the Managers or by the sole Member, Eric W. Gerstenberg shall be the President, Steven H. Moynihan shall be a Senior Vice President and an Assistant Treasurer, Roger Koenecke shall be a Senior Vice President, Carl Paschetag shall be the Treasurer, William J. Geary shall be a Vice President and the Assistant Secretary, and C. Michael Malm shall be Secretary. Unless otherwise determined from time to time by a Majority of the Managers or the sole Member, the President shall be the chief executive officer of the LLC, the Treasurer shall be responsible for maintaining the funds and financial books and records of the LLC, and the Secretary shall be responsible for maintaining the records of actions (whether by written consent or meeting) of the Managers and of the sole Member and the other non-financial records of the LLC. Each of the Officers of the LLC may be removed (and his successors elected) at any time by a Majority of the Managers or the sole Member.

(b) Except as may otherwise be determined from time to time by a Majority of the Managers or the sole Member, the Managers hereby delegate to the President and any Senior Vice President then in office full authority to act on behalf of the LLC. Except as may otherwise be determined from time to time by a Majority of the Managers or the sole Member, each of the President and Senior Vice Presidents shall have, without further approval or consent of any of the other Managers or the sole Member, full authority: to acquire and dispose of assets and other

property on behalf of the LLC; to negotiate, enter into, execute or modify agreements on behalf of the LLC including, without limitation, partnership agreements, limited liability company agreements, and leases or subleases of any real estate or personal property; to incur obligations for and on behalf of the LLC for and in connection with its business; to borrow money and provide guarantees for the obligations of other Persons and, if required by any lender, as security therefor to mortgage, pledge and grant security interests in all or any part of the assets and other property owned by the Company; to repay, in whole or in part, refinance, consolidate, recast, increase, modify or extend any loans which may affect any of the assets and other property owned by the Company; and to execute any and all other documents and instruments and exercise all powers necessary or appropriate to carry out the business of the Company.

SECTION 2.03 Authorization.

(a) Every contract, agreement, and other instrument executed on behalf of the Company by any Manager, the President or any Senior Vice President, or by another Officer of the Company, if such execution is authorized by a Majority of the Managers, shall be conclusive evidence in favor of every person or entity relying thereon or claiming thereunder that at the time of the delivery thereof (i) the Company was in existence, (ii) this Agreement had not been terminated or canceled or amended in any manner so as to restrict such authority (except as shown in the Certificate or other instrument duly filed with the Secretary of State of the State of Delaware), and (iii) the execution and delivery of such instrument were duly authorized by the Managers and/or the sole Member to the extent required.

(b) Any person or entity dealing with the Company may always rely on a certificate signed by any Manager, the President, any Senior Vice President, the Secretary or an Assistant Secretary:

(i) as to who are the Managers, the Officers or the Member of the Company,

(ii) as to the existence or nonexistence of any fact or facts which (A) constitute conditions precedent to acts by the Company, or (B) are in any other manner germane to the affairs of the Company,

(iii) as to who is authorized to execute and deliver any instrument or document on behalf of the Company,

(iv) as to the authenticity of any copy of this Agreement and amendments thereto, or

(v) as to any act or failure to act by the Company, or as to any other matter whatsoever involving the Company or any Manager or Officer or Member of the Company.

SECTION 2.04 Actions by Managers or the Sole Member. Approval of any action by the Company which under the terms of this Agreement requires approval by a Majority of the Managers may be granted either by a written consent signed by a Majority of the Managers or by an affirmative vote of a Majority of the Managers at a meeting held for such purpose either with or without prior notice. Any Manager may participate in any such meeting by telephone if all Managers participating in any such meeting shall be able to hear the other participating

Managers. The participation of a Majority of the Managers shall constitute a quorum for all purposes. If any action is approved by a Majority of the Managers but any Manager shall not sign any written consent by which, or shall not participate in any meeting at which, such approval was granted, the Secretary of the Company shall promptly provide to such Manager following the date of such written consent or meeting a copy of such written consent or minutes of such meeting. Any action taken by the sole Member under the terms of this Agreement shall be by written consent of the sole Member.

SECTION 2.05 **Duty of Care.** The sole Member acknowledges that decisions concerning the Company's activities will involve the exercise of judgment and a risk of loss. The Managers, the Officers and their Affiliates shall not be liable to the Company or the Member for any loss suffered by the Company or the Member which arises out of any action or omission of a Manager, an Officer or any Affiliate of a Manager or an Officer, provided that (i) such Manager, Officer or Affiliate determined, in good faith, that such course of conduct was in, or not opposed to, the best interest of the Company or was otherwise permitted by this Agreement, and (ii) such course of conduct did not constitute gross negligence or willful malfeasance, a material breach of this Agreement, or an intentional violation of federal or state law by such Manager, Officer or Affiliate. The Managers, the Officers, and their Affiliates shall not be liable for the negligence, whether of omission or commission, dishonesty or bad faith of any employee, broker or other agent of the Company selected by the Managers or the Officers with reasonable care. Furthermore, the Managers, the Officers, and their Affiliates shall be entitled to indemnification by the Company to the extent provided in Article X hereof.

ARTICLE III

MEMBER

SECTION 3.01 **Name, Address, and Capital Contribution**. The name and current address of the sole Member are as described in Schedule A hereto. On and after the date of this Agreement, the Member shall make to the Company either in cash or in other tangible or intangible property such Capital Contributions as shall be determined by the Member. The Treasurer shall record the Member's Capital Contributions on the financial records of the Company.

SECTION 3.02 **Limited Liability.** In accordance with the Delaware Act, the liability of the Member to the Company and its creditors shall be limited to (i) any unpaid Capital Contribution which the Member has agreed to make to the Company; (ii) the amount of any distribution previously received from the Company which the Member may be required to return to the Company pursuant to Section 18-607(b) of the Delaware Act; and (iii) the unpaid balance of any other payments (if any) that the Member expressly is required, pursuant to this Agreement, to make to the Company.

SECTION 3.03 **No Control of Company**. Except as otherwise provided in this Agreement, the Member, in its capacity as such, shall not take part in the management or control of the affairs of the Company, or undertake any transactions on behalf of the Company, or have any power to sign for or otherwise to bind the Company.

SECTION 3.04 Dissolution, Liquidation or Bankruptcy. The dissolution, liquidation or bankruptcy of the Member shall not result in the termination of the Company, but the rights of the Member under this Agreement shall accrue to the Member's successors, estate or legal representatives. Except as expressly provided in this Agreement, no other event affecting the Member (including but not limited to insolvency) shall affect this Agreement.

ARTICLE IV

EXPENSES AND COMPENSATION

SECTION 4.01 No Management Fee. The Company shall not be obligated to pay to the Managers (or any Affiliate of the Managers) any management fee or similar compensation. However, the Managers shall be entitled to receive compensation from the Member and its Affiliates in the Managers' respective capacities as officers and employees of the Member and its Affiliates.

SECTION 4.02 Expenses. The Company shall be responsible for the payment from its own funds of all of the Company's expenses.

ARTICLE V

DISTRIBUTIONS

SECTION 5.01 Amount, Timing and Form. The Managers shall determine in their discretion the amount, timing and form of all distributions of Distributable Cash to be made by the Company to the sole Member.

ARTICLE VI

TAX ALLOCATIONS

SECTION 6.01 Allocations of Net Profit or Net Loss. As described in Articles II, III and V above, the sole Member shall be responsible for all Capital Contributions to the Company, and the Company shall make all distributions to the Member. All distributions of Net Profit or Net Loss by the Company will accordingly be made to the Member. The Company shall therefore be treated for U.S. federal income tax purposes as a "disregarded entity" of which all of the beneficial interests are held by the sole Member.

ARTICLE VII

DURATION OF THE COMPANY

SECTION 7.01 Term of Company. The term of the Company commenced on the filing of the Certificate with the Delaware Secretary of State and shall continue until the date on which the Company is dissolved as provided in Sections 7.02 or 7.03 or by operation of law.

SECTION 7.02 Dissolution Upon Sale of Assets. The Company shall be dissolved in the event of the sale or distribution by the Company of all or substantially all of the assets of the Company.

SECTION 7.03 Dissolution by Written Consent of Member. The sole Member may dissolve the Company at any time by written consent executed by the Member and a copy of which shall be provided to the Managers.

ARTICLE VIII

LIQUIDATION OF THE COMPANY

SECTION 8.01 General Provisions. Following the dissolution of the Company in accordance with Article VII hereof, the Company's assets shall be liquidated in an orderly manner. The Managers (or, at the Managers' election, another Person selected by a Majority of the Managers) shall be the liquidator to wind up the affairs of the Company pursuant to this Agreement.

SECTION 8.02 Liquidating Distributions. The liquidator shall pay or provide for the satisfaction of the Company's liabilities and obligations to creditors. Any Net Profit or Net Loss realized in connection with the liquidation of the Company shall be allocated to the Member pursuant to Article VI hereof, and the remaining assets of the Company shall then be distributed to the Member. In performing its duties, the liquidator is authorized to sell, exchange or otherwise dispose of the assets of the Company in such reasonable manner as the liquidator shall determine to be in the best interest of the Company and the Member.

SECTION 8.03 Expenses of Liquidator. The expenses incurred by the liquidator in connection with winding up the Company, and all other losses or liabilities of the Company incurred in accordance with the terms of this Agreement, shall be borne by the Company.

SECTION 8.04 Duration of Liquidation. A reasonable time shall be allowed for the winding up of the affairs of the Company in order to minimize any losses otherwise associated with such a winding up.

SECTION 8.05 Duty of Care. The liquidator shall not be liable to the Company or the Member for any loss attributable to any act or omission of the liquidator in good faith and in a manner such liquidator reasonably believed to be in, or not opposed to, the best interests of the Company in connection with the liquidation of the Company and distribution of its assets and provided that such act or omission did not constitute gross negligence, willful misconduct or a material breach of this Agreement. The liquidator may consult with counsel, investment banking firms, consultants and accountants with respect to liquidating the Company and distributing its assets and may act or omit to act in accordance with the advice of such counsel, investment banking firms, consultants or accountants, provided they shall have been selected with reasonable care.

SECTION 8.06 No Liability for Return of Capital. The liquidator(s), the Managers and their respective officers, directors, agents and Affiliates shall not be personally liable for the return of the Capital Contribution of the Member to the Company.

ARTICLE IX

TRANSFER OF INTERESTS

SECTION 9.01 Limitation on Transfer of Rights and Obligations of Managers. The Managers shall not assign, pledge, mortgage, hypothecate, sell or otherwise dispose of or encumber all or any part of their rights or obligations under this Agreement without the prior written consent of the Member.

SECTION 9.02 Transfer of Member Interests. Except as may otherwise be required to comply with applicable federal and state laws, the sole Member shall have the right to transfer all or any part of its interests in the Company by delivery to the Company of an assignment in writing duly executed by the Member.

ARTICLE X

INDEMNIFICATION

SECTION 10.01 General Provisions.

(a) Subject to the limitations set forth below in this Article X, each of the Managers, the Officers, the Affiliates of the Managers and the Officers, and the liquidator (if any), (each such Person being referred to hereafter as an "Indemnitee"), shall be indemnified by the Company (but only out of Company assets, including the proceeds of liability insurance) against any claim, demand, controversy, dispute, cost, loss, damage, expense (including attorneys' fees), judgment and/or liability incurred by or imposed upon the Indemnitee in connection with any action, suit or proceeding (including any proceeding before any administrative or legislative body or agency), to which the Indemnitee shall become a party or shall be threatened to become a party, by reason of the Indemnitee's being at the time the cause of action arose or thereafter, a Manager, an Officer, an Affiliate of a Manager or an Officer,, a liquidator (if any), or a director, officer, member, partner, employee, consultant or other agent of any other organization in which the Company owns an interest, which other organization the Indemnitee serves or has served as director, officer, manager, member, partner, employee, consultant or other agent at the request of the Company (whether or not the Indemnitee continues to serve in such capacity at the time such action, suit or proceeding is brought or threatened). Each Indemnitee may be entitled to such indemnification notwithstanding that the Company has sold, assigned, distributed or otherwise transferred its investment in such other organization prior to the time that such action, suit or proceeding is brought or threatened.

(b) The Indemnitee shall not be indemnified with respect to matters as to which the Indemnitee shall have been finally adjudicated in any such action, suit or proceeding (i) not to have acted in good faith and in the reasonable belief that the Indemnitee's action was in accordance with such Person's obligations to the Company or to have acted with gross negligence or a willful disregard of his duties, or in breach of his fiduciary obligations, or (ii) with respect to any criminal action or proceeding, not to have had cause to believe beyond any reasonable doubt the Indemnitee's conduct was criminal. In the

event of settlement of any action, suit or proceeding brought or threatened, the indemnification provided for in this Article X shall

apply to all matters covered by the settlement except for matters as to which the Company is advised by counsel (who may be counsel regularly retained to represent the Company) that the Person seeking indemnification, in the opinion of such counsel, did not act in good faith or acted with gross negligence or a willful disregard of such Person's duties, or in breach of such Person's fiduciary obligations, or, with respect to any criminal action or proceeding, that the Person seeking indemnification had reasonable cause to believe such Person's conduct was criminal.

(c) The right of indemnification provided for in this Article X shall be in addition to any rights to which any Indemnitee may otherwise be entitled and shall inure to the benefit of the executors, administrators, personal representatives, successors or assigns of each such Indemnitee. Such Indemnitee shall first use reasonable efforts to pursue other readily available sources of indemnification before pursuing a claim for indemnification against the Company under this Article X.

SECTION 10.02 Advance Payment of Expenses. The Company shall pay the expenses incurred by an Indemnitee in defending a civil or criminal action, suit or proceeding, or in opposing any claim arising in connection with any potential or threatened civil or criminal action, suit or proceeding, in advance of the final disposition of such action, suit or proceeding, upon receipt of an undertaking by such Indemnitee satisfactory to the Managers to repay such payment if he shall be determined to be not entitled to indemnification therefor as provided herein; provided, however, that in such instance the Indemnitee is not commencing an action, suit, or proceeding against the Company, or defending an action, suit or proceeding commenced against the Indemnitee by the Company, or opposing a claim by the Company arising in connection with any such potential or threatened action, suit or proceeding.

SECTION 10.03 Insurance. At its election, the Managers may cause the Company to purchase and maintain insurance, at the expense of the Company and to the extent available, for the protection of the Managers, the Officers, the Affiliates of the Managers and the Officers, any liquidator, and the directors, officers, employees, consultants or other agents of any such Person, against any liability incurred by any such Person in any such capacity or arising out of his status as such, whether or not the Company has the power to indemnify such Person against such liability. The Managers may also cause the Company to purchase and maintain insurance for the protection of any officer, director, employee, consultant or other agent of any other organization in which the Company owns an interest or of which the Company is a creditor against similar liabilities, whether or not the Company has the power to indemnify any such Person against such liabilities.

ARTICLE XI

ACCOUNTING; RECORDS AND REPORTS

SECTION 11.01 Fiscal Year. The fiscal year of the Company shall be the calendar year, or such other year as required by the Code.

SECTION 11.02 Keeping of Accounts and Records. At all times the Managers shall cause to be kept proper and complete books of account, in which shall be entered fully and

accurately the transactions of the Company. Such books of account, together with (i) an executed copy of this Agreement (and any amendments hereto); (ii) the Certificate of the Company (and any amendments thereto); (iii) executed copies of any powers of attorney pursuant to which any of the aforesaid documents has been executed; and (iv) financial statements of the Company for each of the prior three years, shall at all times be maintained at the location specified in Section 1.02 hereof.

SECTION 11.03 Inspection Rights. Until the liquidation of the Company has been completed, the Member may examine the Company's books, records, accounts and assets, including bank balances, and may make, or cause to be made, any audit thereof at the Company's expense.

SECTION 11.04 Reports. The Managers shall prepare and transmit to the Member at the Company's expense such financial and other reports as shall be determined from time to time by the Member.

ARTICLE XII

WAIVER AND AMENDMENT

SECTION 12.01 Waiver and Amendment. Except for any waiver or amendment of the provisions of Sections 2.5 and 10.01 through 10.03 hereof which would adversely affect any Manager (or any Affiliate of a Manager), the terms and provisions of this Agreement may be waived, modified, terminated or amended at any time by the sole Member. The sole Member shall not waive or amend any provision of Sections 2.05 or 10.01 through 10.03 hereof in such a manner as would adversely affect any Manager (or any Affiliate of a Manager) without the written consent of such Manager.

ARTICLE XIII

GENERAL PROVISIONS

SECTION 13.01 Notices. Except where otherwise specifically provided in this Agreement, all notices, requests, consents, approvals and statements shall be in writing and shall be deemed to have been properly given by (i) personal delivery, (ii) first class mail, postage prepaid, (iii) electronic facsimile transmission, or (iv) courier service, addressed in each case: if to the Company, at the address where the Company's books and records are maintained as specified in Section 1.02 hereof; if to a Manager, at such Manager's address set forth in Schedule A; and if to the Member, to the Member's address set forth in Schedule A, or, in each case, to such other address or addresses (and/or by e-mail or other manner of delivery) as the addressee may have specified by written notice as aforesaid.

SECTION 13.02 Binding on Successors. This Agreement shall be binding upon and inure to the benefit of the respective heirs, successors, assigns and legal representatives of the parties hereto.

SECTION 13.03 **Counterparts.** This Agreement or any amendment hereto may be signed in any number of counterparts, each of which shall be an original, but all of which taken together shall constitute one agreement (or amendment, as the case may be).

SECTION 13.04 **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware.

SECTION 13.05 **Construction.** Whenever the content of this Agreement permits, the masculine gender shall include the feminine and neuter genders, and reference to singular or plural shall be interchangeable with the other. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the other provisions, and this Agreement shall be construed and reformed in all respects as if any such invalid or unenforceable provision(s) were omitted in order to give effect to the intent and purposes of this Agreement. References in this Agreement to particular sections of the Code or the Delaware Act shall be deemed to refer to such sections or provisions of the Code or the Delaware Act (or any successor legislation) as they may be amended after the date of this Agreement.

ARTICLE XIV

CERTAIN DEFINITIONS

SECTION 14.01 **Certain Definitions**. For purposes of this Agreement, the following terms have the respective meanings set forth below:

"Affiliate " means, with respect to the Person to which it refers, a Person that either (i) directly or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with, such Person or (ii) is the successor or assign to such Person.

"Agreement" means this Limited Liability Company Agreement, as it may be subsequently amended or restated in accordance with its terms.

"Capital Contribution " means the aggregate amount of cash or other property contributed by the Member to the Company pursuant to this Agreement.

"Certificate " means the certificate of formation of the Company and any amendments or restatements thereof as filed with the Delaware Secretary of State under the Delaware Act.

"Code " means the United States Internal Revenue Code of 1986 and the rules and regulations promulgated thereunder, as amended from time to time, or any successor statute thereto.

"Delaware Act" means the Delaware Limited Liability Company Act, as amended from time to time.

"Distributable Cash " means all cash of the Company that the Managers determine is available for distribution to the Member after the payment or provision for payment by the Company of all expenses incurred by the Company and in collecting any amounts then owed to the Company and so attributable.

“Indemnitee “ shall have the meaning set forth in Section 10.01.

“Majority of the Managers” means (i) at least four of the Managers if there are then six Managers, (ii) at least three of the Managers if there are then five or four Managers, (iii) at least two of the Managers if there are then three Managers, and (ii) both of the Managers if there are then only two Managers.

“Manager” means each of the Persons then serving as a Manager of the Company in accordance to Section 2.01 hereof, in his capacity as a Manager of the LLC.

“Member” means Clean Harbors Disposal Services, Inc., a Delaware corporation.

“Net Profit” or “Net Loss “ means, with respect to any fiscal year, the sum of the Company’s: (a) net profit or loss as determined in accordance with the Code and the Regulations thereunder, and (b) any income exempt from federal income tax, after deduction of all expenses properly chargeable to the Company for such fiscal year (whether deductible or non-deductible and whether described in Section 705(a)(2)(B) of the Code, treated as so described pursuant to Treasury Regulations Section 1.704-1(b)(2)(iv)(i), or otherwise). For this purpose, Net Profit or Net Loss shall be determined in accordance with tax accounting principles rather than generally accepted accounting principles, and any expenses required to be capitalized and included in the Company’s adjusted tax basis in any asset or which reduce the amount realized by the Company on the disposition of any asset shall be disregarded.

“Officers” means the President, the Senior Vice President, the Treasurer, the Secretary, and any such other officers of the Company as shall be elected by a Majority of the Managers or the sole Member in accordance with Section 2.02(a) hereof.

“Person “ means any individual, general partnership, limited partnership, limited liability company, corporation, joint venture, trust, business trust, cooperative or association and the heirs, executors, administrators, legal representative, successors and assigns of such Person where the context so admits.

“Treasury Regulations” mean the Regulations promulgated by the United States Department of the Treasury under the Code, as amended.

IN WITNESS WHEREOF, the undersigned have executed this Limited Liability Company Agreement as of the effective date first above written.

MANAGERS:

/s/ Eric W. Gerstenberg
Eric W. Gerstenberg

/s/ Gene A. Cookson
Gene A. Cookson

/s/ Stephen H. Moynihan
Stephen H. Moynihan

/s/ Roger A. Koenecke
Roger A. Koenecke

/s/ Carl Paschetag
Carl Paschetag

/s/ William J. Geary
William J. Geary

MEMBER:

CLEAN HARBORS DISPOSAL SERVICES, INC.

By: /s/ Stephen H. Moynihan
Stephen H. Moynihan
Senior Vice President

HILLIARD DISPOSAL, LLC

SCHEDULE A

Name and Address

Managers:

Eric W. Gerstenberg
c/o Clean Harbors, Inc.
1501 Washington Street
Braintree, MA 02184

Gene A. Cookson
c/o Clean Harbors, Inc.
1501 Washington Street
Braintree, MA 02184

Stephen H. Moynihan
c/o Clean Harbors, Inc.
1501 Washington Street
Braintree, MA 02184

Roger A. Koenecke
c/o Clean Harbors, Inc.
1501 Washington Street
Braintree, MA 02184

Carl Paschetag
c/o Clean Harbors, Inc.
1501 Washington Street
Braintree, MA 02184

William J. Geary
c/o Clean Harbors, Inc.
1501 Washington Street
Braintree, MA 02184

Sole Member:

Clean Harbors Disposal Services, Inc.
1501 Washington Street
Braintree, MA 02184

Exhibit 3.59

The Commonwealth of Massachusetts
KEVIN H. WHITE
Secretary of the Commonwealth
STATE HOUSE
BOSTON, MASS.

ARTICLES OF ORGANIZATION
(Under G.L. Ch. 156B)

NAME (including given name in full)	POST OFFICE ADDRESS .
We, John F. Murphy	16 Harriet Avenue, Burlington, Mass.
Joan E. Murphy	16 Harriet Avenue, Burlington, Mass.

do hereby associate ourselves as incorporators with the intention of forming a corporation under the provisions of General Laws, Chapter 156B.

1. The name by which the corporation shall be known is:

   Murphy's Waste Oil Service Inc.

2. The purposes for which the corporation is formed are as follows:

   To remove, carry and hold for resale oil and waste oil and any other thing incidental to the buying and selling of oil and waste oil and to do all things permissible under the provisions of Chapter 156B of the General Laws of Massachusetts.

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3. The total number of shares and the par value, if any, of each class of stock which the corporation is authorized to issue is as follows:

	Without Par Value	With Par Value		
Class of Stock	**Number of Shares**	**Number of Shares**	**Par Value**	**Amount**
Preferred				$
Common	1,000			

4. If more than one class is authorized, a description of each of the different classes of stock with, if any, the preferences, voting powers, qualifications, special or relative rights or privileges as to each class thereof and any series now established:

   None

5. The restrictions, if any, imposed by the Articles of Organization upon the transfer of shares of stock of any class are as follows:

   See 5A.

6. Other lawful provisions, if any, for the conduct and regulation of the business and affairs of the corporation, for its voluntary dissolution, or for limiting, defining, or regulating the powers of the corporation, or of its directors or stockholders, or of any class of stockholders:

   None

5A.

Any stockholder, including the heirs, assigns, executors, or administrators of a deceased stockholder, desiring to sell or transfer such stock owned by him or them, shall first offer it to the corporation through the Board of Directors in the manner following:

He shall notify the directors of his desire to sell or transfer by notice in writing, which notice shall contain the price at which he is willing to sell or transfer and the name of one arbitrator. The directors shall within thirty days thereafter, either accept the offer, or by notice to him in writing, name a second arbitrator, and these two shall name a third. It shall then be the duty of the arbitrators to ascertain the value of the stock and, if any arbitrator shall neglect or refuse. to appear at any meeting appointed by the arbitrators, a majority may act in the absence of such arbitrator.

After the acceptance of the offer, or the report of the arbitrator as to the value of the stock, the directors shall have thirty days. within which to purchase the same at such valuation, but, if at the expiration of thirty days, the corporation shall not have exercised the right so to purchase, the owner of the stock shall be at liberty to dispose of, the some in any manner it may see fit.

No shares of stock shall be sold or transferred on the books of the corporation until these provisions have been complied with, but the Board of Directors may in any particular instance waive the requirement.

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7. The first meeting of the incorporators was duly held on the 29th day of December, 1971 at which by-laws of the corporation were duly adopted and at which the initial directors, president, treasurer and clerk, whose names are set out below, were duly elected.

8. The following information shall not for any purpose be treated as a permanent part of the Articles of Organization of the corporation.

a. The post office address of the initial principal office of the corporation in Massachusetts is:

16 Harriet Avenue, Burlington, Massachusetts

b. The name, residence, and post office address of each of the initial directors and following officers of the corporation elected at the first meeting are as follows:

	NAME	RESIDENCE	POST OFFICE ADDRESS
President: & Treasurer:	John F. Murphy	16 Harriet Avenue Burlington, MA	Same
Clerk:	Joan E. Murphy	16 Harriet Avenue Burlington, MA	Same
Directors:	John F. Murphy Joan E. Murphy William F. Murphy		

c. The date initially adopted on which the corporation's fiscal year ends is:

September 30, 1972

d. The date initially fixed in the by-laws for the annual meeting of stockholders of the corporation is:

First Tuesday of October

e. The name and business address of the registered agent, if any, of the corporation are:

None

IN WITNESS WHEREOF, and under the penalties of perjury, we the above-named INCORPO-RATORS, hereto sign our names, this 10th day of January, 1972.

/s/ John F. Murphy

/s/ Joan E. Murphy

THE COMMONWEALTH OF MASSACHUSETTS

ARTICLES OF ORGANIZATION
GENERAL LAWS, CHAPTER 158B, SECTION 12

I hereby certify that, upon an examination of the within-written articles of organization, duly submitted to me, it appears that the provisions of the General Laws relative to the organization of corporations have been complied with, and I hereby approve said articles; and the filing fee in the amount of $75 having been paid, said articles are deemed to have been filed with me this 12th day of January 1972.

Secretary of the Commonwealth

TO BE FILLED IN BY CORPORATION
PHOTO COPY OF ARTICLES OF ORGANIZATION TO BE SENT

TO:

C. David Sullivan, Esquire
One Wyman Street
Burlington, MA 01803
646-5150

FILING FEE: 1/20 of 1% of the total amount of the authorized capital stock with par value and one cent a share for all authorized shares without par value, but not less than $75. General Laws, Chapter 156B

Copy Mailed: January 20, 1972

The Commonwealth of Massachusetts
WILLIAM FRANCIS GALVIN
Secretary of the Commonwealth
ONE ASHBURTON PLACE, BOSTON, MASSACHUSETTS 02108

ARTICLES OF AMENDMENT
General Laws, Chapter 156B, Section 72

FEDERAL IDENTIFICATION
NO. 04-2490849

We James A. Pitts, Vice President and C. Michael Malm, Clerk of Murphy's Waste Oil Service. Inc. located at: 1200 Crown Colony Drive, Quincy, Massachusetts do hereby certify that these ARTICLES OF AMENDMENT affecting Articles NUMBERED: 5 of the Articles of Organization were duly adopted at a meeting held on April 26, 1995, by vote of:

100 shares of common stock out of 100 shares outstanding,

being at least two-thirds of each type, class or series outstanding and entitled to vote thereon and of each type, clause or series of stock whose rights are adversely affected thereby:

1 For amendments adopted pursuant to Chapter 156B, Section 70
2 For amendments adopted pursuant to Chapter 156B, Section 71.

NOTE: If the space provided under any Amendment or item on this form is insufficient, additions shall be set forth on separate 8 ½ x 11 sheets of paper leaving a left-hand margin of at least 1 inch for binding. Additions to more than one Amendment may be continued on a single sheet so long as each Amendment requiring each such addition is clearly indicated.

To CHANGE the number of shares and the par value (if any) of any type, class or series of stock which the corporation is authorized to issue, fill in the following:

The total presently authorized is:

WITHOUT PAR VALUE STOCKS		WITH PAR VALUE STOCKS		
TYPE	**NUMBER OF SHARES**	**TYPE**	**NUMBER OF SHARES**	**PAR VALUE**
COMMON:		COMMON:		
PREFERRED:		PREFERRED:		

CHANGE the total authorized to:

WITHOUT PAR VALUE STOCKS		WITH PAR VALUE STOCKS		
TYPE	**NUMBER OF SHARES**	**TYPE**	**NUMBER OF SHARES**	**PAR VALUE**
COMMON:		COMMON:		
PREFERRED:		PREFERRED:		

VOTED: That the restriction on transfer of stock contained in Article 5A of the Articles of Organization of the Corporation be deleted in its entirety; and be it further

VOTED: That Articles of Amendment executed by the appropriate officers of the Corporation which reflect the deletion of the restriction on transfer as set forth above be filed with the Secretary of State of the Commonwealth of Massachusetts and the proper filing fee be paid therefor.

The foregoing amendment will become effective when these articles of amendment are filed in accordance with Chapter 156B, Section 6 of The General Laws unless these articles specify, in accordance with the votes adopting the amendment, a later effective date not more than thirty days after such filing, in which event the amendment will become effective on such later date. LATER EFFECTIVE DATE:

IN WITNESS WHERE AND UNDER THE PENALTIES OF PERJURY, we have hereunto signed our names this 27th day of April, in the year 1995.

/s/ James A. Pitts, Vice President
James A. Pitts

/s/ C. Michael Malm, Clerk
C. Michael Malm

THE COMMONWEALTH OF MASSACHUSETTS

ARTICLES OF AMENDMENT
GENERAL LAWS, CHAPTER 156B, SECTION 72

I hereby approve the within articles of amendment and, the filing fee in the amount of $100 having been paid, said articles are deemed to have been filed on 1st day of May, 1995.

WILLIAM FRANCIS GALVIN
Secretary of the Commonwealth

TO BE FILLED IN BY CORPORATION

PHOTOCOPY OF ARTICLES OF AMENDMENT TO BE SENT

TO: John D. Chambliss, Esq.
Davis, Malm & D'Agostine, P.C.
One Boston Place
Boston, Massachusetts 02108
Telephone: 617-367-2500

MURPHY'S WASTE OIL SERVICE, INC.

BYLAWS

Article I Place of Business, Seal, and Fiscal Year

1. The principal place of business of the Murphy's Waste Oil Service Incorporated shall be at 16 Harriet Avenue, Burlington, Mass.

2. The corporation shall have a seal, consisting of a circular flat faced die, with the name of the corporation, the year of its organization, the name of the place in which the principal office of the corporation is located, so engraved on its face that is can be embossed on paper by pressure.

3. The corporation fiscal year shall terminate on the 30th day of September each year.

Article II Stockholders' Meetings

1. All meetings of the stockholders shall be held.in this Commonwealth.

2. All written notice, stating the place, day, and hour thereof, shall be given by the clerk, at least seven days before the meeting to each stockholder entitled to thereat and to each stockholder who, under the agreement of association or any amendment thereof or under the by-laws, is entitled to such notice, by leaving such notice with him or at his residence or usual place of business, or.by mailing it, postage prepaid and addressed to such stockholder at his address at it appears upon the books of the corporation. Notices of all meetings of stockholders shall state the purposes for which the meetings are called. No notice of the time, place, or purpose of any regular or spatial meeting of the stockholders shall be required if every stockholder entitled to notice hereof, or his attorney thereunto authorized, by a writing which is filed with the records of the meeting, waives such notice.

3. The annual meeting of the stockholders, which shall be held at the principal place of business of the corporation in the commonwealth, shall be called on the first Tuesday of October in each year at ten o'clock in the forenoon, and it may be held in any other place in the commonwealth named in the notice of the meeting or the waiver thereof.

4. The order of business at stockholders' annual meetings or adjournments thereof shall be as follows:

   (1) Calling of roll and determination of quorum.

   (2) Proof of due notice of meeting.

   (3) Reading and disposal of minutes of preceding meetings.

(4) Reports of officers and committees.

(5) Election of directors and other officers, the president first naming tellers.

(6) Unfinished business.

(7) New business.

(8) Adjournment.

5. Special meetings of stockholders may be called by the president or by a majority of the directors, and shall be called by the clerk or in the case of the death, absence, incapacity, or refusal of the clerk, by any other officer, upon written application of three or more stockholders who are entitled to vote and who hold at least one tenth part in interest of the capital stock entitled to vote at the meeting, stating the time, place, and purpose of the meeting.

6. The order of business at special meetings or adjournments thereof shall be as follows:

(1) Calling of roll and determination of quorum.

(2) Proof of due notice of meeting.

(3) Reading and disposal of minutes of preceding meetings, if any.

(4) Unfinished business.

(5) New business, including election of directors.

(6) Adjournment.

7. Stockholders who are entitled to vote shall have one vote for each share of stock owned by them. Capital stock shall not be voted upon if any installment of the subscription therefor which has been duly demanded is overdue and unpaid.

8. Stockholders may vote either in person or by proxy. So proxy which is dated more than six months before the meeting named therein shall be accepted, and no such proxy shall be valid after the final adjournment of such meeting.

9. The transfer books shall be closed for ten days, Sunday included, before the day set for any meeting of the corporation, annual or special, and those only shall be entitled to vote at such meeting who appear as holders of stock upon the books of the corporation when so closed. In case of a special meeting called less than ten days in advance, the books shall be closed only from the date of the call for the meeting. The transfer books shall be reopened on the day following the day upon which any meeting is held.

10. A majority in interest of all stock issued, outstanding, and entitled to vote shall constitute a quorum at any meeting.

11. a. All votes, at a meeting duly called for the purpose, to authorize an increase or a reduction of the capital stock, a change of the location of the principal office or place of business, a change of the par value of the share, proceedings for dissolution, a change of the corporate name, the nature of the business, the classes of the capital stock subsequently to be issued and their voting power, any other lawful amendment or alteration in the agreement of association or articles of organization, or a sale, lease, or exchange of all corporate property and assets, shall be cast by ballot.

    b. Upon the request of any stockholder the vote upon any question shall be cast by ballot.

12. Any meeting of the stockholders, annual or special, whether or not a quorum be present, may be adjourned to another day and hour, and the clerk shall thereupon give notice of the same by mail to all stockholders.

Article III Selection of Directors and Officers

1. The officers of the corporation shall be a board of three directors, who shall not have to be stockholders of the corporation, a president, a treasurer, and a clerk, all of whom shall belong to the board of directors. The same person may be director, treasurer and president.

2. All of the above officers shall be chosen by ballot at the annual meeting with the exception of the president who shall be chosen by the directors by ballot at a meeting of the board to be held as soon as practicable after the adjournment of the annual meeting. All officers shall hold office for one year and until their successors are chosen and qualified.

Article IV Directors' Meetings, Duties, and Powers

1. There shall be a meeting of the board of directors on the first Monday of each June and December at twelve o'clock, noon, in the principal office of the corporation, notice of which shall be given by the clerk by delivering the same in hand, or depositing the same in the mail addressed to each director, at least five days before said first Monday of June and December. There shall also be a meeting of the board held directly after each meeting of the stockholders. Special meetings of the board, which may be held within or by unanimous consent without the commonwealth, may be called at any time by a written agreement signed by all the members of the board, or they may be called by the president of the corporation or by any two members of the board by written notice signed by him or them, and served upon all the members of the board personally, or left at their usual places of business at least forty-eight hours before the time named for such special meeting. Any meeting of the board of directors shall be a legal meeting without notice, if each director, by a writing which is filed with the records of the meeting, waives such notice.

2. Two directors or more shall constitute a quorum at any meeting of the board. The clerk of the corporation shall be clerk of the board of directors. He shall keep accurate minutes of

all its proceedings; and, in his absence, a clerk pro tempore shall be elected, and shall serve as clerk during the meeting at and for which he is elected.

3. The board may exercise all of the powers of the corporation, except such as are conferred by law or by the by-laws of the corporation upon the stockholders; and they are empowered to fill all vacancies in the board or in any other office of the corporation.

4. The board may borrow money for legitimate purposes and incur proper obligations for its repayment, make or authorize the making of contracts, make promissory notes and draw checks or bills of exchange all in behalf of the corporation and for its legitimate purposes. The manner of executing contracts, deeds, mortgages; leases, bills of title, and similar instruments, and of issuing commercial paper, shall be determined by vote of the directors duly recorded in their minutes.

5. The order of business at directors' meetings, after the first meeting, shall be as follows:

(1) Reading and disposal of unapproved minutes.

(2) Reports of officers and committees.

(3) Unfinished business.

(4) New business.

(5) Adjournment.

Article V President

1. The president shall preside at all meetings of the stockholders and directors. He shall, with the treasurer, sign all certificates of stock, and he shall have general care and direction of the affairs of the corporation. He shall present to the stockholders at their annual meeting an accurate and complete report of the transactions and operations of the corporation for the preceding fiscal year, and he shall from time to time report to the directors all matters within his own information, which may in any way affect the interests of the corporation.

Article VI Treasurer

1. The treasurer shall be the custodian of the funds of the corporation and shall deposit the same in the name of the corporation in such banks or trust companies as the directors may designate. He shall keep accurate books of account which shall always be open to the inspection of the directors at his office during business hours, and he shall render to them at the regular meetings of the board, or whenever the directors may require it, a brief statement of the financial condition of the corporation, and he shall also present to the stockholders at their annual meeting a report giving the receipts and disbursements of the preceding fiscal year, and the then financial condition of the company. He shall indorse for collection the notes and checks made payable to the order of the corporation or to his own order as treasurer of the corporation, and shall accept all proper drafts drawn on the

corporation. He shall pay out by check or otherwise all money required for the legitimate use of the corporation, taking vouchers therefor.

2. The treasurer shall, with the president of the corporation, sign all certificates of stock, and shall keep the accounts of stock issued, registered, and transferred conformably to regulations, which the board of directors may prescribe, provided no trust company is appointed transfer agent and registrar of transfers.

Article VII Clerk

1. The clerk, who shall be a resident of this commonwealth, shalt be the custodian of the seal of the corporation, the stock certificate book, and all the other usual books of the corporation. He shall be sworn and shall record all votes of the corporation in a book to be kept for that purpose. He shall, at the request of the board of directors, act as their clerk.

Article VIII Stock Certificates and Transfers

1. Each stockholder shall be entitled to a certificate of stock, which shall be signed by the president and treasurer of the corporation, shall be sealed with its seal, and shall certify the number of shares owned by him. Except as prescribed by law, the form of stock certificate shall be fixed by the board of directors.

2. A person named as a stockholder in a certificate of stock may transfer the same by a written assignment signed by him, which shall be recorded by the clerk of the corporation in a book to be provided and kept by him for that purpose; and the transferee upon giving up the assignment and old certificate shall receive a new certificate.

3. The board of directors may appoint any reliable trust company, the transfer agent and registrar of transfers of this corporation, and may require that all certificates of stock shall bear its signature.

4. Stockholders of a lost, mutilated or destroyed certificate or his legal representative shall give a bond sufficient in opinion of the Board of Directors with or without surety to indemnify the corporation against any loss or claim which may arise by issue of a certificate in place of such lost, mutilated or destroyed certificate. The president and treasurer shall not sign a new stock certificate until these requests have been met by stockholder. The Board of Directors may on their discretion waive the request of such bond.

Article IX Dividends

1. a. The board of directors may declare dividends out of net earnings as hereinafter defined but in no event so as to impair the capital of the corporation.

b. At the end of every six months, whatever earnings of the corporation remain after payment of all expenses and allowances for all depreciation of the property of the corporation shall be regarded as "net earnings."

2. In case of a vote of the board of directors declaring a dividend, the transfer books shall be closed for ten days, Sunday included, before the day named in the vote for the payment thereof, and reopened the day thereafter; and those only shall be entitled to dividends who appear as shareholders upon the books of the corporation when so closed.

Exhibit 3.60

CERTIFICATE OF INCORPORATION

OF

PEAK ENERGY SERVICES USA, INC.

THE UNDERSIGNED, for the purpose of forming a corporation pursuant to the provisions of the General Corporation Law of the State of Delaware, does hereby certify and state as follows:

FIRST: The name of the corporation is Peak Energy Services USA, Inc. (the "Corporation").

SECOND: The address of the registered office of the Corporation in the State of Delaware is Corporation Trust Center, 1209 Orange Street, in the City of Wilmington, County of New Castle, Delaware 19801 and The Corporation Trust Company shall be the registered agent of the corporation in charge thereof.

THIRD: The purpose of the Corporation is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of the State of Delaware.

FOURTH: The total number of shares of stock which the Corporation shall have the authority to issue is Twenty (20), all of which shall be designated Common Stock, no par value per share.

FIFTH: The name and mailing address of the sole incorporator of the Corporation is as follows:

Daniel T. Janis, Esq.
Davis, Malm & D'Agostine, P.C.
One Boston Place, 37th Floor
Boston, MA 02108

SIXTH: The Corporation is to have perpetual existence.

SEVENTH: The management of the business and the conduct of the affairs of the Corporation shall be vested in its Board of Directors.

EIGHTH: In furtherance and not in limitation of the powers conferred by statute, the Board of Directors is expressly authorized to adopt, repeal, rescind, alter or amend in any respect the Bylaws of the Corporation. Election of Directors need not be by written ballot unless the Bylaws of the Corporation so provide.

NINTH: To the extent allowed by law, any action that is required to be or may be taken at a meeting of the stockholders of Corporation may be taken without a meeting if

written consent, setting forth the action, shall be signed by persons who would be entitled to vote at a meeting those shares having voting power to cast not less than the minimum number (or numbers, in the case of voting by classes) of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote were present and voted. Prompt notice shall be given of the taking of corporate action without a meeting by less than unanimous written consent to those stockholders on the record date whose shares were not represented on the written consent.

TENTH: The Corporation shall indemnify and hold harmless any director or officer of the Corporation from and against any and all expenses and liabilities that may be imposed upon or incurred by him in connection with, or as a result of, any proceeding in which he may become involved, as a party or otherwise, by reason of the fact that he is or was such a director or officer of the Corporation, whether or not he continues to be such at the time such expenses and liabilities shall have been imposed or incurred, to the fullest extent permitted by the laws of the State of Delaware, as they may be amended from time to time. The indemnification provided for herein shall not be deemed exclusive of any other rights to which those indemnified may be entitled under any By-Law, agreement, vote of stockholders or disinterested directors or otherwise, both as to action in their official capacity and as to action in another capacity while holding such office, and shall continue as to a person who has ceased to be a director, officer, employee, or agent and shall inure to the benefit of the heirs, executors and administrators of such a person.

ELEVENTH: No director or officer of the Corporation shall be personally liable to the Corporation or any stockholder of the Corporation for monetary damages for any breach of fiduciary duty as a director or officer, provided that this Article ELEVENTH shall not limit the liability of a director or officer (i) for any breach of the director's or officer's duty of loyalty to the Corporation or its stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) under Section 174 of the General Corporation Law of of Delaware, or (iv) for any transaction from which the director or officer derived an improper personal benefit. If the General Corporation Law of Delaware is amended to authorize corporate action further eliminating or limiting the personal liability of directors or officers, then the liability of a director or an officer shall be eliminated or limited to the fullest extent permitted by the General Corporation Law, as so amended from time to time. Any repeal or modification of the foregoing provisions of this Article ELEVENTH by the stockholders of the Corporation shall not adversely affect any right or protection of a director of the Corporation existing at the time of such repeal or modification.

TWELFTH: Whenever a compromise or arrangement is proposed between the Corporation and its creditors or any class of them and/or between the Corporation and its stockholders or any class of them, any court of equitable jurisdiction within the State of Delaware may, on the application in a summary way of the Corporation or of any creditor or stockholder thereof or on the application of any receiver or receivers appointed for the Corporation under Section 291 of Title 8 of the Delaware Code or on the application of trustees in dissolution or of any receiver or receivers appointed for the Corporation under Section 279 of Title 8 of the Delaware Code order a meeting of the creditors or class of

creditors, and/or of the stockholders or class of stockholders of the Corporation, as the case may be, to be summoned in such manner as the said court directs. If a majority in number representing three fourths in value of the creditors or class of creditors, and/or of the stockholders or class of stockholders of the Corporation, as the case may be, agree to any compromise or arrangement and to any reorganization of the Corporation as consequence of such compromise or arrangement, the said compromise or arrangement and the said reorganization shall, if sanctioned by the court to which the said application has been made, be binding on all the creditors or class of creditors, and/or on all the stockholders or class of stockholders, of the Corporation, as the case may be, and also on the Corporation.

THE UNDERSIGNED, as sole incorporator, has executed, signed and acknowledged this Certificate of Incorporation this 8th day of June, 2011.

/s/ Daniel T. Janis
Daniel T. Janis, Incorporator

BY-LAWS

OF

PEAK ENERGY SERVICES USA, INC.

Article I. Offices.

Section 1. Registered Office. The registered office of the Corporation shall be at Corporation Trust Center, 1209 Orange Street, City of Wilmington, County of New Castle, Delaware 19801 and the Corporation Trust Company shall be the registered agent of the corporation in charge thereof.

Section 2. Additional Offices. The Corporation may also have offices at such other places, both within and without the State of Delaware, as the Board of Directors may from time to time determine or as the business of the Corporation may require.

Article II. Meetings of Stockholders.

Section 1. Time and Place. A meeting of stockholders for any purpose may be held at such time and place within or without the State of Delaware as shall be stated in the notice of the meeting or in a duly executed waiver of notice thereof.

Section 2. Annual Meeting. Annual meetings of stockholders shall be held on the second Monday of March if not a legal holiday, or, if a legal holiday, then on the next secular day following, at 10:00 a.m., or at such other date and time as shall, from time to time, be designated by the Board of Directors and stated in the notice of the meeting. At such annual meetings, the stockholders shall elect a Board of Directors and transact such other business as may properly be brought before the meetings.

Section 3. Notice of Annual Meeting. Written notice of the annual meeting, stating the place, date, and time thereof, shall be given to each stockholder entitled to vote at such meeting not less than ten (unless a longer period is required by law) nor more than sixty days prior to the meeting.

Section 4. Special Meetings. Special meetings of the stockholders may be called at any time only by the directors, the President or by one or more stockholders who hold at least one-tenth part interest of the capital stock entitled to vote thereof. Such request shall state the purpose of the proposed meeting.

Section 5. Notice of Special Meeting. Written notice of a special meeting, stating the place, date, and time thereof and the purpose or purposes for which the meeting is called, shall be given to each stockholder entitled to vote at such meeting not less than ten (unless a longer period is required by law) nor more than sixty days prior to the meeting.

Section 6. List of Stockholders. The transfer agent or the officer in charge of the stock ledger of the Corporation shall prepare and make, at least ten days before every meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least ten days prior to the meeting, at a place within the city where the meeting is to be held, which place, if other than the place of the meeting, shall be specified in the notice of the meeting. The list shall also be produced and kept at the place of the meeting during the whole time thereof and may be inspected by any stockholder who is present in person thereat.

Section 7. Presiding Officer and Order of Business.

(a) Meetings of stockholders shall be presided over by the Chairman of the Board. If he is not present or there is none, they shall be presided over by the President, or, if he is not present or there is none, by a Vice President, or, if he is not present or there is none, by a person chosen by the Board of Directors, or, if no such person is present or has been chosen, by a chairman to be chosen by the stockholders owning a majority of the shares of capital stock of the Corporation issued and outstanding and entitled to vote at the meeting and who are present in person or represented by proxy. The Secretary of the Corporation, or, if he is not present, an Assistant Secretary, or, if he is not present, a person chosen by the Board of Directors, shall act as Secretary at meetings of stockholders; if no such person is present or has been chosen, the stockholders owning a majority of the shares of capital stock of the Corporation issued and outstanding and entitled to vote at the meeting who are present in person or represented by proxy shall choose any person present to act as secretary of the meeting.

(b) The following order of business, unless otherwise determined at the meeting, shall be observed as far as practicable and consistent with the purposes of the meeting:

(1) Call of the meeting to order.
(2) Presentation of proof of mailing of the notice of the meeting and, if the meeting is a special meeting, the call thereof.
(3) Presentation of proxies.
(4) Announcement that a quorum is present.
(5) Reading and approval of the minutes of the previous meeting.
(6) Reports, if any, of officers.
(7) Election of directors, if the meeting is an annual meeting or a meeting called for that purpose.
(8) Consideration of the specific purpose or purposes, other than the election of directors, for which the meeting has been called, if the meeting is a special meeting.
(9) Transaction of such other business as may properly come before the meeting.
(10) Adjournment.

Section 8. Quorum and Adjournments. The presence in person or representation by proxy of the holders of a majority of the shares of the capital stock of the Corporation issued and outstanding and entitled to vote shall be necessary to, and shall constitute a quorum for, the transaction of business at all meetings of the stockholders, except as otherwise provided by statute or by the Certificate of Incorporation. If, however, a quorum shall not be present or represented at any meeting of the stockholders, the stockholders entitled to vote thereat who are present in person or represented by proxy shall have the power to adjourn the meeting from time to time until a quorum shall be present or represented. If the time and place of the adjourned meeting are announced at the meeting at which the adjournment is taken, no further notice of the adjourned meeting need be given. Even if a quorum shall be present or represented at any meeting of the stockholders, the stockholders entitled to vote thereat who are present in person or represented by proxy shall have the power to adjourn the meeting from time to time for good cause to a date that is not more than thirty days after the date of the original meeting. Further notice of the adjourned meeting need not be given if the time and place thereof are announced at the meeting at which the adjournment is taken. At any adjourned meeting at which a quorum is present in person or represented by proxy, any business may be transacted that might have been transacted at the meeting as originally called. If the adjournment is for more than thirty days, or if, after the adjournment, a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder of record entitled to vote thereat.

Section 9. Voting.

(a) At any meeting of the stockholders, every stockholder having the right to vote shall be entitled to vote in person or by proxy. Except as otherwise provided by law or the Certificate of Incorporation, each stockholder of record shall be entitled to one vote for each share of capital stock registered in his name on the books of the Corporation.

(b) All elections shall be determined by a plurality vote, and, except as otherwise provided by law or the Certificate of Incorporation, all other matters shall be determined by a vote of a majority of the shares present in person or represented by proxy and voting on such other matters.

Section 10. Action by Consent. Any action required or permitted by law or the Certificate of Incorporation to be taken at any meeting of stockholders may be taken without a meeting, without prior notice if a written consent, setting forth the action so taken, shall be signed by the holders of outstanding stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present or represented by proxy and voted. Such written consent shall be filed with the minutes of the meetings of stockholders. Prompt notice of the taking of the corporate action without a meeting by less than unanimous written consent shall be given to those stockholders who have not consented in writing thereto.

Article III. Directors.

Section 1. General Powers, Number, and Tenure. The business of the Corporation shall be managed by its Board of Directors, which may exercise all powers of the Corporation and perform all lawful acts that are not by law, the Certificate of Incorporation, or these By-laws directed or required to be exercised or performed by the stockholders. The number of directors shall be determined by the Board of Directors; if no such determination is made, the number of directors shall be one. The directors shall be elected at the annual meeting of the stockholders, except as provided in Section 2 of this Article, and each director elected shall hold office until the next annual meeting and until his successor is elected and shall qualify. Directors need not be stockholders.

Section 2. Vacancies. If any vacancies occur in the Board of Directors, or there is an increase in the authorized number of directors, they may be filled by a majority of the directors then in office, or by a sole remaining director. Each director so chosen shall hold office until such director's successor is elected and qualified, or until such director's earlier death, resignation or removal. If there are no directors in office, any officer may call a special meeting of stockholders in accordance with the provisions of the Certificate of Incorporation or these By-laws, at which meeting such vacancies shall be filled.

Section 3. Removal or Resignation.

(a) except as otherwise provided by law or the Certificate of Incorporation, any director or the entire Board of Directors may be removed, with or without cause, by the holders of a majority of the shares then entitled to vote in the election of directors.

(b) Any director may resign at any time by giving written notice to the Board of Directors, the Chairman of the Board, if any, or the President or Secretary of the Corporation. Unless otherwise specified in such written notice, a resignation shall take effect on delivery thereof to the Board of Directors or the designated officer. It shall not be necessary for a resignation to be accepted before it becomes effective.

Section 4. Place of Meetings. The Board of Directors may hold meetings, both regular and special, either within or without the State of Delaware.

Section 5. Annual Meeting. The annual meeting of each newly elected Board of Directors shall be held immediately following the annual meeting of stockholders, and no notice of such meeting shall be necessary to the newly elected directors in order to constitute the meeting legally, provided a quorum shall be present.

Section 6. Regular Meetings. Additional regular meetings of the Board of Directors may be held without notice of such time and place as may be determined from time to time by the Board of Directors.

Section 7.   Special Meetings. Special meetings of the Board of Directors may be called by the Chairman of the Board, the President, or by two or more directors on at least two days' notice to each director, if such notice is delivered personally or sent by telegram, or on at least three days' notice if sent by mail. Special meetings shall be called by the Chairman of the Board, President, Secretary, or two or more directors in like manner and on like notice on the written request of one-half or more of the number of directors then in office. Any such notice need not state the purpose or purposes of such meeting, except as provided in Article XI.

Section 8.   Quorum and Adjournments. At all meetings of the Board of Directors, a majority of the directors then in office shall constitute a quorum for the transaction of business, and the act of a majority of the directors present at any meeting at which there is a quorum shall be the act of the Board of Directors, except as may be otherwise specifically provided by law or the Certificate of Incorporation. If a quorum is not present at any meeting of the Board of Directors, the directors present may adjourn the meeting from time to time, without notice other than announcement at the meeting at which the adjournment is taken, until a quorum shall be present.

Section 9.   Compensation. Directors shall be entitled to such compensation for their services as directors and to such reimbursement for any reasonable expenses incurred in attending directors' meetings as may from time to time be fixed by the Board of Directors. The compensation of directors may be on such basis as is determined by the Board of Directors. Any director may waive compensation for any meeting. Any director receiving compensation under these provisions shall not be barred from serving the Corporation in any other capacity and receiving compensation and reimbursement for reasonable expenses for such other services.

Section 10.   Action by Consent. Any action required or permitted to be taken at any meeting of the Board of Directors may be taken without a meeting, and without prior notice, if a written consent to such action is signed by all members of the Board of Directors and such written consent is filed with the minutes of its proceedings.

Section 11.   Meetings by Telephone or Similar Communications Equipment. The Board of Directors may participate in a meeting by conference telephone or similar communications equipment by means of which all directors participating in the meeting can hear each other, and participation in such a meeting shall constitute presence in person by any such director at such meeting.

Article IV. Committees.

Section 1. Executive Committee. The Board of Directors, by resolution adopted by a majority of the whole Board, may appoint an Executive Committee consisting of one or more directors, one of whom shall be designated as Chairman of the Executive Committee. Each member of the Executive Committee shall continue as a member thereof until the expiration of his term as a director or his earlier resignation, unless sooner removed as a member or as a director.

Section 2. Powers. The Executive Committee shall have and may exercise those rights, powers, and authority of the Board of Directors as may from time to time be granted to it by the Board of Directors to the extent permitted by law, and may authorize the seal of the Corporation to be affixed to all papers that may require it.

Section 3. Procedure and Meetings. The Executive Committee shall fix its own rules of procedure and shall meet at such times and at such place or places as may be provided by such rules or as the members of the Executive Committee shall fix. The Executive Committee shall keep regular minutes of its meetings, which it shall deliver to the Board of Directors from time to time. The Chairman of the Executive Committee or, in his absence, a member of the Executive Committee chosen by a majority of the members present, shall preside at meetings of the Executive Committee; and another member chosen by the Executive Committee shall act as Secretary of the Executive Committee.

Section 4. Quorum. A majority of the Executive Committee shall constitute a quorum for the transaction of business, and the affirmative vote of a majority of the members present at any meeting at which there is a quorum shall be required for any action of the Executive Committee; provided, however, that when an Executive Committee of one member is authorized under the provisions of Section 1 of this Article, that one member shall constitute a quorum.

Section 5. Other Committees. The Board of Directors, by resolutions adopted by a majority of the whole Board, may appoint such other committee or committees as it shall deem advisable and with such rights, power, and authority as it shall prescribe. Each such committee shall consist of one or more directors.

Section 6. Committee Changes. The Board of Directors shall have the power at any time to fill vacancies in, to change the membership of, and to discharge any committee.

Section 7. Compensation. Members of any committee shall be entitled to such compensation for their services as members of the committee and to such reimbursement for any reasonable expenses incurred in attending committee meetings as may from time to time be fixed by the Board of Directors. Any member may waive compensation for any meeting. Any committee member receiving compensation under these provisions shall not be barred from

serving the Corporation in any other capacity and from receiving compensation and reimbursement of reasonable expenses for such other services.

Section 8. Action by Consent. Any action required or permitted to be taken at any meeting of any committee of the Board of Directors may be taken without a meeting if a written consent to such action is signed by all members of the committee and such written consent is filed with the minutes of its proceedings.

Section 9. Meetings by Telephone or Similar Communications Equipment. The members of any committee designated by the Board of Directors may participate in a meeting of such committee by conference telephone or similar communications equipment by means of which all persons participating in such meeting can hear each other, and participation in such a meeting shall constitute presence in person by any such committee member at such meeting.

Article V. Notices.

Section 1. Form and Delivery. Whenever a provision of any law, the Certificate of Incorporation, or these By-laws requires that notice be given to any director or stockholder, it shall not be construed to require personal notice unless so specifically provided, but such notice may be given in writing, by mail addressed to the address of the director or stockholder as it appears on the records of the Corporation, with postage prepaid. These notices shall be deemed to be given when they are deposited in the United States mail. Notice to a director may also be given personally or by telephone or by telegram sent to his address as it appears on the records of the Corporation.

Section 2. Waiver. Whenever any notice is required to be given under the provisions of any law, the Certificate of Incorporation, or these By-laws, a written waiver thereof signed by the person entitled to said notice, whether before or after the time stated therein, shall be deemed to be equivalent to such notice. In addition, any stockholder who attends a meeting of stockholders in person or is represented at such meeting by proxy, without protesting at the commencement of the meeting the lack of notice thereof to him, or any director who attends a meeting of the Board of Directors without protesting at the commencement of the meeting of the lack of notice, shall be conclusively deemed to have waived notice of such meeting.

Article VI. Officers.

Section 1. Designations. The officers of the Corporation shall be chosen by the Board of Directors. The Board of Directors may choose a Chairman of the Board, a President, a Vice President or Vice Presidents, a Secretary, a Treasurer, one or more Assistant Secretaries and/or Assistant Treasurers, and other officers and agents that it shall deem necessary or appropriate. All officers of the Corporation shall exercise the powers and perform the duties that shall from time to time be determined by the Board of Directors. Any number of offices may be

held by the same person, unless the Certificate of Incorporation or these By-laws provide otherwise.

Section 2. Term of, and Removal From, Office. At its first regular meeting after each annual meeting of stockholders, the Board of Directors shall choose a President, a Secretary, and a Treasurer. It may also choose a Chairman of the Board, a Vice President or Vice Presidents, one or more Assistant Secretaries and/or Assistant Treasurers, and such other officers and agents as it shall deem necessary or appropriate. Each officer of the Corporation shall hold office until his successor is chosen and shall qualify. Any officer elected or appointed by the Board of Directors may be removed, with or without cause, at any time by the affirmative vote of a majority of the directors then in office. Removal from office, however, shall not prejudice the contract rights, if any, of the person removed. Any vacancy occurring in any office of the Corporation may be filled for the unexpired portion of the term by the Board of Directors.

Section 3. Compensation. The salaries of all officers of the Corporation shall be fixed from time to time by the Board of Directors, and no officer shall be prevented from receiving a salary because he is also a director of the Corporation.

Section 4. The Chairman of the Board. The Chairman of the Board will preside at all meetings of stockholders and of the Board of Directors.

Section 4(a). Chief Executive Officer. The Chief Executive Officer, subject to the direction of the Board of Directors, shall have general charge of the business, affairs, and property of the Corporation and general supervision over its other officers and agents.

Section 5. The President.

(a) The President, if there is no chief executive officer of the Corporation and, subject to the direction of the Board of Directors, shall have general charge of the business, affairs, and property of the Corporation and general supervision over its other officers and agents. In general, he shall perform all duties incident to the office of President and shall see that all orders and resolutions of the Board of Directors are carried into effect.

(b) Unless otherwise prescribed by the Board of Directors, the President shall have full power and authority to attend, act, and vote on behalf of the Corporation at any meeting of the security holders of other corporations in which the Corporation may hold securities. At any such meeting, the President shall possess and may exercise any and all rights and powers incident to the ownership of such securities that the Corporation might have possessed and exercised if it had been present. The Board of Directors may from time to time confer like powers upon any other person or persons.

Section 6. The Vice President. The Vice President, if any, or in the event there be more than one, the Vice Presidents in the order designated, or in the absence of any designation, in the order of their election, shall, in the absence of the President or in the event of his disability,

perform the duties and exercise the powers of the President and shall generally assist the President and perform such other duties and have such other powers as may from time to time be prescribed by the Board of Directors.

Section 7. The Secretary. The Secretary shall attend all meetings of the Board of Directors and the stockholders and record all votes and the proceedings of the meetings in a book to be kept for that purpose. He shall perform like duties for the Executive Committee or other committees, if required. He shall give, or cause to be given, notice of all meetings of stockholders and special meetings of the Board of Directors, and shall perform such other duties as may from time to time be prescribed by the Board of Directors, the Chairman of the Board, or the President, under whose supervision he shall act. He shall have custody of the seal of the Corporation, and he, or an Assistant Secretary, shall have authority to affix it to any instrument requiring it, and, when so affixed, the seal may be attested by his signature or by the signature of the Assistant Secretary. The Board of Directors may give general authority to any other officer to affix the seal of the Corporation and to attest the affixing thereof by his signature.

Section 8. The Assistant Secretary. The Assistant Secretary, if any, or in the event there be more than one, the Assistant Secretaries in the order designated, or in the absence of any designation, in the order of their election, shall, in the absence of the Secretary or in the event of his disability, perform the duties and exercise the powers of the Secretary and shall perform such other duties and have such other powers as may from time to time be prescribed by the Board of Directors.

Section 9. The Treasurer. The Treasurer shall have custody of the corporate funds and other valuable effects, including securities, and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the Corporation in such depositories as may from time to time be designated by the Board of Directors. He shall disburse the funds of the Corporation in accord with the orders of the Board of Directors, taking proper vouchers for such disbursements, and shall render to the Chairman of the Board, if any, the President, and the Board of Directors, whenever they may require it or at regular meetings of the Board, an account of all his transactions as Treasurer and of the financial condition of the Corporation.

Section 10. The Assistant Treasurer. The Assistant Treasurer, if any, or in the event there shall be more than one, the Assistant Treasurers in the order designated, or in the absence of any designation, in the order of their election, shall, in the absence of the Treasurer or in the event of his disability, perform such other duties and have such other powers as may from time to time be prescribed by the Board of Directors.

Article VII. Indemnification.

Reference is made to Section 145 and any other relevant provisions of the General Corporation Law of the State of Delaware. Particular reference is made to the class of persons, hereinafter called "Indemnitees", who may be indemnified by a Delaware corporation pursuant to the provisions of such Section 145, namely, any person, or the heirs, executors, or administrators of such person, who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative, by reason of the fact that such person is or was a director, officer, employee, or agent of such corporation or is or was serving at the request of such corporation as a director, officer, employee, or agent of such corporation or is or was serving at the request of such corporation as a director, officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise. The Corporation shall, and is hereby obligated to, indemnify the Indemnitees, and each of them, in each and every situation where the Corporation is obligated to make such indemnification pursuant to the aforesaid statutory provisions. The Corporation shall indemnify the Indemnitees, and each of them, in each and every situation where, under the aforesaid statutory provisions, the Corporation is not obligated, but is nevertheless permitted or empowered, to make such indemnification, it being understood that, before making such indemnification with respect to any situation covered under this sentence, (i) the Corporation shall promptly make or cause to be made, by any of the methods referred to in Subsection (d) of such Section 145, a determination as to whether each Indemnitee acted in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interests of the Corporation, and, in the case of any criminal action or proceeding, had no reasonable cause to believe that his conduct was unlawful, and (ii) that no such indemnification shall be made unless it is determined that such Indemnitee acted in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interests of the Corporation, and, in the case of any criminal action or proceeding, had no reasonable cause to believe that his conduct was unlawful.

Article VIII. Affiliated Transactions and Interested Directors.

Section 1. Affiliated Transactions. No contract or transaction between the Corporation and one or more of its directors or officers, or between the Corporation and any other corporation, partnership, association, or other organization in which one or more of its directors or officers are directors or officers or have a financial interest, shall be void or voidable solely for this reason, or solely because the director or officer is present at or participates in the meeting of the Board of Directors or committee thereof that authorizes the contract or transaction or solely because his or their votes are counted for such purpose if:

(a) The material facts as to his relationship or interest and as to the contract or transaction are disclosed or are known to the Board of Directors or the committee, and the Board of Directors or committee in good faith authorizes the contract or transaction by the affirmative

vote of a majority of the disinterested directors, even though the disinterested directors be less than a quorum; or

(b) The material facts as to his relationship or interest and as to the contract or transaction are disclosed or are known to the stockholders entitled to vote thereon, and the contract or transaction is specifically approved in good faith by the vote of the stockholders; or

(c) The contract or transaction is fair as to the Corporation as of the time it is authorized, approved, or ratified by the Board of Directors, a committee thereof, or the stockholders.

Section 2. Determining Quorum. Common or interested directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee thereof which authorizes the contract or transaction.

Article IX. Stock Certificates.

Section 1. Form and Signatures.

(a) Every holder of stock of the Corporation shall be entitled to a certificate stating the number and class, and series, if any, of shares owned by him, signed by the Chairman of the Board, if any, or the President and the Treasurer or an Assistant Treasurer, or the Secretary or an Assistant Secretary of the Corporation, and bearing the seal of the Corporation. The signatures and the seal may be facsimiles. A certificate may be signed, manually or by facsimile, by a transfer agent or registrar other than the Corporation or its employee. In case any officer who has signed, or whose facsimile signature was placed on, a certificate shall have ceased to be such officer before the certificate is issued, it may nevertheless be issued by the Corporation with the same effect as if he were such officer at the date of its issue.

(b) All stock certificates representing shares of capital stock that are subject to restrictions on transfer or to other restrictions may have imprinted thereon any notation to that effect determined by the Board of Directors.

Section 2. Registration of Transfer. Upon surrender to the Corporation or any transfer agent of the Corporation of a certificate for shares duly endorsed or accompanied by proper evidence of succession, assignment, or authority to transfer, the Corporation or its transfer agent shall issue a new certificate to the person entitled thereto, cancel the old certificate, and record the transaction upon the books of the Corporation.

Section 3. Registered Stockholders.

(a) Except as otherwise provided by law, the Corporation shall be entitled to recognize the exclusive right of a person who is registered on its books as the owner of shares of

its capital stock to receive dividends or other distributions and to vote or consent as such owner, and to hold liable for calls and assessments any person who is registered on its books as the owner of shares of its capital stock. The Corporation shall not be bound to recognize any equitable or legal claim to, or interest in, such shares on the part of any other person.

(b) If a stockholder desires that notices and/or dividends shall be sent to a name or address other than the name or address appearing on the stock ledger maintained by the Corporation, or its transfer agent or registrar, if any, the stockholder shall have the duty to notify the Corporation, or its transfer agent or registrar, if any, in writing of his desire and specify the alternate name or address to be used.

Section 4. Record Date. In order that the Corporation may determine the stockholders of record who are entitled to receive notice of, or to vote at, any meeting of stockholders or any adjournment thereof or to express consent to corporate action in writing without a meeting, to receive payment of any dividend or other distribution or allotment of any rights, or to exercise any rights in respect of any change, conversion, or exchange of stock or for the purpose of any lawful action, the Board of Directors may, in advance, fix a date as the record date for any such determination. Such date shall not be more than sixty nor less than ten days before the date of such meeting, nor more than sixty days prior to the date of any other action. A determination of stockholders of record entitled to notice of, or to vote at, a meeting of stockholders shall apply to any adjournment of the meeting taken pursuant to Section 8 of Article II; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

Section 5. Lost, Stolen, or Destroyed Certificates. The Board of Directors may direct that a new certificate be issued to replace any certificate theretofore issued by the Corporation that, it is claimed, has been lost, stolen, or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate to be lost, stolen, or destroyed. When authorizing the issue of a new certificate, the Board of Directors may, in its discretion and as a condition precedent to the issuance thereof, require the owner of the lost, stolen, or destroyed certificate, or his legal representative, to advertise the same in such manner as it shall require, and/or to give the Corporation a bond in such sum, or other security in such form, as it may direct as indemnity against any claims that may be made against the Corporation with respect to the certificate claimed to have been lost, stolen, or destroyed.

Article X. General Provisions.

Section 1. Dividends. Subject to the provisions of law and the Certificate of Incorporation, dividends upon the outstanding capital stock of the Corporation may be declared by the Board of Directors at any regular or special meeting, and may be paid in cash, in property, or in shares of the Corporation's capital stock.

Section 2. Reserves. The Board of Directors shall have full power, subject to the provisions of law and the Certificate of Incorporation, to determine whether any, and, if so, what part, of the funds legally available for the payment of dividends shall be declared as dividends and paid to the stockholders of the Corporation. The Board of Directors, in its sole discretion, may fix a sum that may be set aside or reserved over and above the paid-in capital of the Corporation as a reserve for any proper purpose, and may, from time to time, increase, diminish, or vary such amount.

Section 3. Fiscal Year. Except as from time to time otherwise provided by the Board of Directors, the fiscal year of the Corporation shall end on December 31 in each year.

Section 4. Seal. The corporate seal shall have inscribed thereon the name of the Corporation, the year of its incorporation, and the words "Corporate Seal" and "Delaware".

Article XI. Amendments.

The Board of Directors shall have the power to alter and repeal these By-laws and to adopt new By-laws by an affirmative vote of a majority of the whole Board, provided that notice of the proposal to alter or repeal these By-laws or to adopt new By-laws must be included in the notice of the meeting of the Board of Directors at which such action takes place.

Exhibit 3.61

Clean Harbors Plaquemine, LLC

CERTIFICATE OF FORMATION

Pursuant to the provisions of Section 18-201 of the Limited Liability Company Act of the State of Delaware (the "Act"), the undersigned, being duly authorized, hereby certifies and states as follows:

1. Name of the Limited Liability Company. The name of the limited liability company formed hereby is Clean Harbors Plaquemine, LLC (the "LLC").

2. Registered Agent and Office of the LLC. The name of the registered agent of the LLC in the State of Delaware is Capitol Corporate Services, Inc. and the registered office address of the registered agent for the purposes of Section 18-104 of the Act is 32 Loockerman Square, Suite 109, Dover, Kent County, Delaware 19901.

IN WITNESS WHEREOF, the undersigned hereby affirms that the facts stated herein are true, this 30th day of April, 2002.

/s/ C. Michael Malm
C. Michael Malm, Authorized Person

CLEAN HARBORS PLAQUEMINE, LLC

CERTIFICATE OF AMENDMENT TO CERTIFICATE OF FORMATION

Pursuant to the provisions of Section 18-202 of the Limited Liability Company Act of the State of Delaware (the "Act"), the undersigned, being duly authorized, hereby certifies and states as follows:

1. Name of the Limited Liability Company. The name of the limited liability company formed hereby is Clean Harbors Plaquemine, LLC (the "LLC").

2. The Amendment to the Certificate of Formation. The Certificate of Formation for the LLC, dated May 1, 2002, is hereby amended as follows:

The name of the limited liability company formed hereby is Plaquemine Remediation Services, LLC.

IN WITNESS WHEREOF, the undersigned hereby affirms that the facts stated herein are true, this 30th day of January, 2009.

/s/ William J. Geary
William J. Geary, Manager

PLAQUEMINE REMEDIATION SERVICES, LLC

[F/K/A CLEAN HARBORS PLAQUEMINE, LLC]

LIMITED LIABILITY COMPANY AGREEMENT

LIMITED LIABILITY COMPANY AGREEMENT effective as of May 1, 2002, by and among Eric W. Gerstenberg, Gene A. Cookson, Stephen H. Moynihan, Roger A. Koenecke, Carl Paschetag, and William J. Geary, as Managers; and Clean Harbors Disposal Services, Inc., a Delaware corporation, as the sole Member. Certain capitalized terms used herein have the respective meanings set forth in Section 14.01 hereof.

ARTICLE I
CAPITAL CORPORATE SERVICES, INC.,
ORGANIZATION

SECTION 1.01 Formation of the Company. Clean Harbors Plaquemine, LLC (the "Company") has been formed as a limited liability company under the Delaware Limited Liability Company Act *(6 Del. C § 18-101, et seq.)*, as amended from time to time (the "Delaware Act"), through the filing of the Certificate with the Delaware Secretary of State on the effective date of this Agreement. The parties hereto agree to conduct the business of the Company in accordance with the provisions of the Act and of this Agreement.

SECTION 1.02 Name, Registered Office, and Maintenance of Books and Records. The name of the Company is "Clean Harbors Plaquemine, LLC." The initial address of the Company's registered office in Delaware is 32 Lookerman Square, Suite 109, Dover, Dent County, Delaware 19901, and its initial agent at such address for service of process is Capitol Corporate Services, Inc. The Company's books and records shall be maintained at c/o Clean Harbors, Inc., 1501 Washington Street, Braintree, Massachusetts 02184. A Majority of the Managers may change the location at which the Company's books and records shall be maintained to such other location within the United States as such Managers may determine at any time, upon written notice to the Member stating such new location. A Majority of the Managers may also change the Company's registered agent from time to time in their sole discretion.

SECTION 1.03 Purposes. The purposes and objectives of the Company are to own, lease, manage and/or operate a licensed hazardous waste facility, to provide environmental services, and to engage in any other lawful activities allowed to be conducted by a limited liability company.

SECTION 1.04 **Powers.** Subject to the terms of this Agreement, and consistent with the purposes stated in Section 1.03 hereof, the Company shall have the following powers: (i) to enter into all agreements and engage in all activities and transactions necessary or advisable to carry out the Company's purposes; and (ii) to have all other powers available to it as a limited liability company organized under the laws of the State of Delaware. Without limitation of the foregoing, the Company shall have the powers: to acquire and dispose of assets and other property; to act as a general partner, limited partner, manager and/or member of any other Person; negotiate, enter into, and modify agreements including, without limitation, partnership

agreements, limited liability company agreements, and leases or subleases of any real estate or personal property; to incur obligations for and in connection with its business; to borrow money and provide guarantees for the obligations of other Persons and, if required by any lender, as security therefor to mortgage, pledge and grant security interests in all or any part of the assets and other property owned by the Company; to repay, in whole or in part, refinance, consolidate, recast, increase, modify or extend any loans which may affect any of the assets and other property owned by the Company; and to execute any and all other documents and instruments and exercise all powers necessary or appropriate to carry out the business of the Company.

ARTICLE II

CONDUCT AND MANAGEMENT OF THE LLC

SECTION 2.01 **Managers.** Except as otherwise provided in this Agreement for actions which require or permit approval by the sole Member, the business of the Company shall be under the control of the Managers. The names and current addresses of the initial Managers are as described in Schedule A hereto. One or more substitute or additional Managers may be elected at any time in the future by the sole Member. Each of the original Managers and any such substitute or additional Managers shall serve as a Manager until either (i) his voluntary resignation as a Manager, or (ii) his removal as a Manager with or without cause at any time by a Majority of the Managers or the sole Member. The Managers shall not be required to make any Capital Contributions to the Company.

SECTION 2.02 **Officers.**

(a) In order to facilitate the day-to-day operation of the Company's business, the Company shall have the following Officers: a President, Senior Vice Presidents, a Treasurer and a Secretary, and any such additional Officers as a Majority of the Managers may from time to time deem appropriate. The President shall be a Manager, but none of the other Officers need be a Manager. Unless otherwise determined from time to time by a Majority of the Managers or by the sole Member, Eric W. Gerstenberg shall be the President, Steven H. Moynihan shall be a Senior Vice President and an Assistant Treasurer, Roger Koenecke shall be a Senior Vice President, Carl Paschetag shall be the Treasurer, William J. Geary shall be a Vice President and the Assistant Secretary, and C. Michael Malm shall be Secretary. Unless otherwise determined from time to time by a Majority of the Managers or the sole Member, the President shall be the chief executive officer of the LLC, the Treasurer shall be responsible for maintaining the funds and financial books and records of the LLC, and the Secretary shall be responsible for maintaining the records of actions (whether by written consent or meeting) of the Managers and of the sole Member and the other non-financial records of the LLC. Each of the Officers of the LLC may be removed (and his successors elected) at any time by a Majority of the Managers or the sole Member.

(b) Except as may otherwise be determined from time to time by a Majority of the Managers or the sole Member, the Managers hereby delegate to the President and any Senior Vice President then in office full authority to act on behalf of the LLC. Except as may otherwise be determined from time to time by a Majority of the Managers or the sole Member, each of the President and Senior Vice Presidents shall have, without further approval or consent of any of

the other Managers or the sole Member, full authority: to acquire and dispose of assets and other property on behalf of the LLC; to negotiate, enter into, execute or modify agreements on behalf of the LLC including, without limitation, partnership agreements, limited liability company agreements, and leases or subleases of any real estate or personal property; to incur obligations for and on behalf of the LLC for and in connection with its business; to borrow money and provide guarantees for the obligations of other Persons and, if required by any lender, as security therefor to mortgage, pledge and grant security interests in all or any part of the assets and other property owned by the Company; to repay, in whole or in part, refinance, consolidate, recast, increase, modify or extend any loans which may affect any of the assets and other property owned by the Company; and to execute any and all other documents and instruments and exercise all powers necessary or appropriate to carry out the business of the Company.

SECTION 2.03 Authorization.

(a) Every contract, agreement, and other instrument executed on behalf of the Company by any Manager, the President or any Senior Vice President, or by another Officer of the Company, if such execution is authorized by a Majority of the Managers, shall be conclusive evidence in favor of every person or entity relying thereon or claiming thereunder that at the time of the delivery thereof (i) the Company was in existence, (ii) this Agreement had not been terminated or canceled or amended in any manner so as to restrict such authority (except as shown in the Certificate or other instrument duly filed with the Secretary of State of the State of Delaware), and (iii) the execution and delivery of such instrument were duly authorized by the Managers and/or the sole Member to the extent required.

(b) Any person or entity dealing with the Company may always rely on a certificate signed by any Manager, the President, any Senior Vice President, the Secretary or an Assistant Secretary:

(i) as to who are the Managers, the Officers or the Member of the Company,

(ii) as to the existence or nonexistence of any fact or facts which (A) constitute conditions precedent to acts by the Company, or (B) are in any other manner germane to the affairs of the Company,

(iii) as to who is authorized to execute and deliver any instrument or document on behalf of the Company,

(iv) as to the authenticity of any copy of this Agreement and amendments thereto, or

(v) as to any act or failure to act by the Company, or as to any other matter whatsoever involving the Company or any Manager or Officer or Member of the Company.

SECTION 2.04 Actions by Managers or the Sole Member. Approval of any action by the Company which under the terms of this Agreement requires approval by a Majority of the Managers may be granted either by a written consent signed by a Majority of the Managers or by an affirmative vote of a Majority of the Managers at a meeting held for such purpose either with or without prior notice. Any Manager may participate in any such meeting by telephone if all

Managers participating in any such meeting shall be able to hear the other participating Managers. The participation of a Majority of the Managers shall constitute a quorum for all purposes. If any action is approved by a Majority of the Managers but any Manager shall not sign any written consent by which, or shall not participate in any meeting at which, such approval was granted, the Secretary of the Company shall promptly provide to such Manager following the date of such written consent or meeting a copy of such written consent or minutes of such meeting. Any action taken by the sole Member under the terms of this Agreement shall be by written consent of the sole Member.

SECTION 2.05 **Duty of Care.** The sole Member acknowledges that decisions concerning the Company's activities will involve the exercise of judgment and a risk of loss. The Managers, the Officers and their Affiliates shall not be liable to the Company or the Member for any loss suffered by the Company or the Member which arises out of any action or omission of a Manager, an Officer or any Affiliate of a Manager or an Officer, provided that (i) such Manager, Officer or Affiliate determined, in good faith, that such course of conduct was in, or not opposed to, the best interest of the Company or was otherwise permitted by this Agreement, and (ii) such course of conduct did not constitute gross negligence or willful malfeasance, a material breach of this Agreement, or an intentional violation of federal or state law by such Manager, Officer or Affiliate. The Managers, the Officers, and their Affiliates shall not be liable for the negligence, whether of omission or commission, dishonesty or bad faith of any employee, broker or other agent of the Company selected by the Managers or the Officers with reasonable care. Furthermore, the Managers, the Officers, and their Affiliates shall be entitled to indemnification by the Company to the extent provided in Article X hereof.

ARTICLE III

MEMBER

SECTION 3.01 **Name, Address, and Capital Contribution**. The name and current address of the sole Member are as described in Schedule A hereto. On and after the date of this Agreement, the Member shall make to the Company either in cash or in other tangible or intangible property such Capital Contributions as shall be determined by the Member. The Treasurer shall record the Member's Capital Contributions on the financial records of the Company.

SECTION 3.02 **Limited Liability.** In accordance with the Delaware Act, the liability of the Member to the Company and its creditors shall be limited to (i) any unpaid Capital Contribution which the Member has agreed to make to the Company; (ii) the amount of any distribution previously received from the Company which the Member may be required to return to the Company pursuant to Section 18-607(b) of the Delaware Act; and (iii) the unpaid balance of any other payments (if any) that the Member expressly is required, pursuant to this Agreement, to make to the Company.

SECTION 3.03 **No Control of Company**. Except as otherwise provided in this Agreement, the Member, in its capacity as such, shall not take part in the management or control of the affairs of the Company, or undertake any transactions on behalf of the Company, or have any power to sign for or otherwise to bind the Company.

SECTION 3.04 **Dissolution, Liquidation or Bankruptcy.** The dissolution, liquidation or bankruptcy of the Member shall not result in the termination of the Company, but the rights of the Member under this Agreement shall accrue to the Member's successors, estate or legal representatives. Except as expressly provided in this Agreement, no other event affecting the Member (including but not limited to insolvency) shall affect this Agreement.

ARTICLE IV

EXPENSES AND COMPENSATION

SECTION 4.01 **No Management Fee.** The Company shall not be obligated to pay to the Managers (or any Affiliate of the Managers) any management fee or similar compensation. However, the Managers shall be entitled to receive compensation from the Member and its Affiliates in the Managers' respective capacities as officers and employees of the Member and its Affiliates.

SECTION 4.02 **Expenses.** The Company shall be responsible for the payment from its own funds of all of the Company's expenses.

ARTICLE V

DISTRIBUTIONS

SECTION 5.01 **Amount, Timing and Form.** The Managers shall determine in their discretion the amount, timing and form of all distributions of Distributable Cash to be made by the Company to the sole Member.

ARTICLE VI

TAX ALLOCATIONS

SECTION 6.01 **Allocations of Net Profit or Net Loss.** As described in Articles II, III and V above, the sole Member shall be responsible for all Capital Contributions to the Company, and the Company shall make all distributions to the Member. All distributions of Net Profit or Net Loss by the Company will accordingly be made to the Member. The Company shall therefore be treated for U.S. federal income tax purposes as a "disregarded entity" of which all of the beneficial interests are held by the sole Member.

ARTICLE VII

DURATION OF THE COMPANY

SECTION 7.01 **Term of Company.** The term of the Company commenced on the filing of the Certificate with the Delaware Secretary of State and shall continue until the date on which the Company is dissolved as provided in Sections 7.02 or 7.03 or by operation of law.

SECTION 7.02 **Dissolution Upon Sale of Assets**. The Company shall be dissolved in the event of the sale or distribution by the Company of all or substantially all of the assets of the Company.

SECTION 7.03 **Dissolution by Written Consent of Member.** The sole Member may dissolve the Company at any time by written consent executed by the Member and a copy of which shall be provided to the Managers.

ARTICLE VIII

LIQUIDATION OF THE COMPANY

SECTION 8.01 **General Provisions.** Following the dissolution of the Company in accordance with Article VII hereof, the Company's assets shall be liquidated in an orderly manner. The Managers (or, at the Managers' election, another Person selected by a Majority of the Managers) shall be the liquidator to wind up the affairs of the Company pursuant to this Agreement.

SECTION 8.02 **Liquidating Distributions.** The liquidator shall pay or provide for the satisfaction of the Company's liabilities and obligations to creditors. Any Net Profit or Net Loss realized in connection with the liquidation of the Company shall be allocated to the Member pursuant to Article VI hereof, and the remaining assets of the Company shall then be distributed to the Member. In performing its duties, the liquidator is authorized to sell, exchange or otherwise dispose of the assets of the Company in such reasonable manner as the liquidator shall determine to be in the best interest of the Company and the Member.

SECTION 8.03 **Expenses of Liquidator.** The expenses incurred by the liquidator in connection with winding up the Company, and all other losses or liabilities of the Company incurred in accordance with the terms of this Agreement, shall be borne by the Company.

SECTION 8.04 **Duration of Liquidation.** A reasonable time shall be allowed for the winding up of the affairs of the Company in order to minimize any losses otherwise associated with such a winding up.

SECTION 8.05 **Duty of Care.** The liquidator shall not be liable to the Company or the Member for any loss attributable to any act or omission of the liquidator in good faith and in a manner such liquidator reasonably believed to be in, or not opposed to, the best interests of the Company in connection with the liquidation of the Company and distribution of its assets and provided that such act or omission did not constitute gross negligence, willful misconduct or a material breach of this Agreement. The liquidator may consult with counsel, investment banking firms, consultants and accountants with respect to liquidating the Company and distributing its assets and may act or omit to act in accordance with the advice of such counsel, investment banking firms, consultants or accountants, provided they shall have been selected with reasonable care.

SECTION 8.06 **No Liability for Return of Capital.** The liquidator(s), the Managers and their respective officers, directors, agents and Affiliates shall not be personally liable for the return of the Capital Contribution of the Member to the Company.

ARTICLE IX

TRANSFER OF INTERESTS

SECTION 9.01 Limitation on Transfer of Rights and Obligations of Managers. The Managers shall not assign, pledge, mortgage, hypothecate, sell or otherwise dispose of or encumber all or any part of their rights or obligations under this Agreement without the prior written consent of the Member.

SECTION 9.02 Transfer of Member Interests. Except as may otherwise be required to comply with applicable federal and state laws, the sole Member shall have the right to transfer all or any part of its interests in the Company by delivery to the Company of an assignment in writing duly executed by the Member.

ARTICLE X

INDEMNIFICATION

SECTION 10.01 General Provisions.

(a) Subject to the limitations set forth below in this Article X, each of the Managers, the Officers, the Affiliates of the Managers and the Officers, and the liquidator (if any), (each such Person being referred to hereafter as an "Indemnitee"), shall be indemnified by the Company (but only out of Company assets, including the proceeds of liability insurance) against any claim, demand, controversy, dispute, cost, loss, damage, expense (including attorneys' fees), judgment and/or liability incurred by or imposed upon the Indemnitee in connection with any action, suit or proceeding (including any proceeding before any administrative or legislative body or agency), to which the Indemnitee shall become a party or shall be threatened to become a party, by reason of the Indemnitee's being at the time the cause of action arose or thereafter, a Manager, an Officer, an Affiliate of a Manager or an Officer,, a liquidator (if any), or a director, officer, member, partner, employee, consultant or other agent of any other organization in which the Company owns an interest, which other organization the Indemnitee serves or has served as director, officer, manager, member, partner, employee, consultant or other agent at the request of the Company (whether or not the Indemnitee continues to serve in such capacity at the time such action, suit or proceeding is brought or threatened). Each Indemnitee may be entitled to such indemnification notwithstanding that the Company has sold, assigned, distributed or otherwise transferred its investment in such other organization prior to the time that such action, suit or proceeding is brought or threatened.

(b) The Indemnitee shall not be indemnified with respect to matters as to which the Indemnitee shall have been finally adjudicated in any such action, suit or proceeding (i) not to have acted in good faith and in the reasonable belief that the Indemnitee's action was in accordance with such Person's obligations to the Company or to have acted with gross negligence or a willful disregard of his duties, or in breach of his fiduciary obligations, or (ii) with respect to any criminal action or proceeding, not to have had cause to believe beyond any reasonable doubt the Indemnitee's conduct was criminal. In the event of settlement of any action, suit or proceeding brought or threatened, the indemnification provided for in this Article X shall

apply to all matters covered by the settlement except for matters as to which the Company is advised by counsel (who may be counsel regularly retained to represent the Company) that the Person seeking indemnification, in the opinion of such counsel, did not act in good faith or acted with gross negligence or a willful disregard of such Person's duties, or in breach of such Person's fiduciary obligations, or, with respect to any criminal action or proceeding, that the Person seeking indemnification had reasonable cause to believe such Person's conduct was criminal.

(c) The right of indemnification provided for in this Article X shall be in addition to any rights to which any Indemnitee may otherwise be entitled and shall inure to the benefit of the executors, administrators, personal representatives, successors or assigns of each such Indemnitee. Such Indemnitee shall first use reasonable efforts to pursue other readily available sources of indemnification before pursuing a claim for indemnification against the Company under this Article X.

SECTION 10.02 Advance Payment of Expenses. The Company shall pay the expenses incurred by an Indemnitee in defending a civil or criminal action, suit or proceeding, or in opposing any claim arising in connection with any potential or threatened civil or criminal action, suit or proceeding, in advance of the final disposition of such action, suit or proceeding, upon receipt of an undertaking by such Indemnitee satisfactory to the Managers to repay such payment if he shall be determined to be not entitled to indemnification therefor as provided herein; provided, however, that in such instance the Indemnitee is not commencing an action, suit, or proceeding against the Company, or defending an action, suit or proceeding commenced against the Indemnitee by the Company, or opposing a claim by the Company arising in connection with any such potential or threatened action, suit or proceeding.

SECTION 10.03 Insurance. At its election, the Managers may cause the Company to purchase and maintain insurance, at the expense of the Company and to the extent available, for the protection of the Managers, the Officers, the Affiliates of the Managers and the Officers, any liquidator, and the directors, officers, employees, consultants or other agents of any such Person, against any liability incurred by any such Person in any such capacity or arising out of his status as such, whether or not the Company has the power to indemnify such Person against such liability. The Managers may also cause the Company to purchase and maintain insurance for the protection of any officer, director, employee, consultant or other agent of any other organization in which the Company owns an interest or of which the Company is a creditor against similar liabilities, whether or not the Company has the power to indemnify any such Person against such liabilities.

ARTICLE XI

ACCOUNTING; RECORDS AND REPORTS

SECTION 11.01 Fiscal Year. The fiscal year of the Company shall be the calendar year, or such other year as required by the Code.

SECTION 11.02 Keeping of Accounts and Records. At all times the Managers shall cause to be kept proper and complete books of account, in which shall be entered fully and

accurately the transactions of the Company. Such books of account, together with (i) an executed copy of this Agreement (and any amendments hereto); (ii) the Certificate of the Company (and any amendments thereto); (iii) executed copies of any powers of attorney pursuant to which any of the aforesaid documents has been executed; and (iv) financial statements of the Company for each of the prior three years, shall at all times be maintained at the location specified in Section 1.02 hereof.

SECTION 11.03 Inspection Rights. Until the liquidation of the Company has been completed, the Member may examine the Company's books, records, accounts and assets, including bank balances, and may make, or cause to be made, any audit thereof at the Company's expense.

SECTION 11.04 Reports. The Managers shall prepare and transmit to the Member at the Company's expense such financial and other reports as shall be determined from time to time by the Member.

ARTICLE XII

WAIVER AND AMENDMENT

SECTION 12.01 Waiver and Amendment. Except for any waiver or amendment of the provisions of Sections 2.5 and 10.01 through 10.03 hereof which would adversely affect any Manager (or any Affiliate of a Manager), the terms and provisions of this Agreement may be waived, modified, terminated or amended at any time by the sole Member. The sole Member shall not waive or amend any provision of Sections 2.05 or 10.01 through 10.03 hereof in such a manner as would adversely affect any Manager (or any Affiliate of a Manager) without the written consent of such Manager.

ARTICLE XIII

GENERAL PROVISIONS

SECTION 13.01 Notices. Except where otherwise specifically provided in this Agreement, all notices, requests, consents, approvals and statements shall be in writing and shall be deemed to have been properly given by (i) personal delivery, (ii) first class mail, postage prepaid, (iii) electronic facsimile transmission, or (iv) courier service, addressed in each case: if to the Company, at the address where the Company's books and records are maintained as specified in Section 1.02 hereof; if to a Manager, at such Manager's address set forth in Schedule A; and if to the Member, to the Member's address set forth in Schedule A, or, in each case, to such other address or addresses (and/or by e-mail or other manner of delivery) as the addressee may have specified by written notice as aforesaid.

SECTION 13.02 Binding on Successors. This Agreement shall be binding upon and inure to the benefit of the respective heirs, successors, assigns and legal representatives of the parties hereto.

SECTION 13.03 **Counterparts.** This Agreement or any amendment hereto may be signed in any number of counterparts, each of which shall be an original, but all of which taken together shall constitute one agreement (or amendment, as the case may be).

SECTION 13.04 **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware.

SECTION 13.05 **Construction.** Whenever the content of this Agreement permits, the masculine gender shall include the feminine and neuter genders, and reference to singular or plural shall be interchangeable with the other. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the other provisions, and this Agreement shall be construed and reformed in all respects as if any such invalid or unenforceable provision(s) were omitted in order to give effect to the intent and purposes of this Agreement. References in this Agreement to particular sections of the Code or the Delaware Act shall be deemed to refer to such sections or provisions of the Code or the Delaware Act (or any successor legislation) as they may be amended after the date of this Agreement.

ARTICLE XIV

CERTAIN DEFINITIONS

SECTION 14.01 **Certain Definitions**. For purposes of this Agreement, the following terms have the respective meanings set forth below:

"Affiliate" means, with respect to the Person to which it refers, a Person that either (i) directly or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with, such Person or (ii) is the successor or assign to such Person.

"Agreement" means this Limited Liability Company Agreement, as it may be subsequently amended or restated in accordance with its terms.

"Capital Contribution" means the aggregate amount of cash or other property contributed by the Member to the Company pursuant to this Agreement.

"Certificate" means the certificate of formation of the Company and any amendments or restatements thereof as filed with the Delaware Secretary of State under the Delaware Act.

"Code" means the United States Internal Revenue Code of 1986 and the rules and regulations promulgated thereunder, as amended from time to time, or any successor statute thereto.

"Delaware Act" means the Delaware Limited Liability Company Act, as amended from time to time.

"Distributable Cash" means all cash of the Company that the Managers determine is available for distribution to the Member after the payment or provision for payment by the Company of all expenses incurred by the Company and in collecting any amounts then owed to the Company and so attributable.

“Indemnitee” shall have the meaning set forth in Section 10.01.

“Majority of the Managers” means (i) at least four of the Managers if there are then six Managers, (ii) at least three of the Managers if there are then five or four Managers, (iii) at least two of the Managers if there are then three Managers, and (ii) both of the Managers if there are then only two Managers.

“Manager” means each of the Persons then serving as a Manager of the Company in accordance to Section 2.01 hereof, in his capacity as a Manager of the LLC.

“Member” means Clean Harbors Disposal Services, Inc., a Delaware corporation.

“Net Profit” or “Net Loss” means, with respect to any fiscal year, the sum of the Company’s: (a) net profit or loss as determined in accordance with the Code and the Regulations thereunder, and (b) any income exempt from federal income tax, after deduction of all expenses properly chargeable to the Company for such fiscal year (whether deductible or non-deductible and whether described in Section 705(a)(2)(B) of the Code, treated as so described pursuant to Treasury Regulations Section 1.704-1(b)(2)(iv)(i), or otherwise). For this purpose, Net Profit or Net Loss shall be determined in accordance with tax accounting principles rather than generally accepted accounting principles, and any expenses required to be capitalized and included in the Company’s adjusted tax basis in any asset or which reduce the amount realized by the Company on the disposition of any asset shall be disregarded.

“Officers” means the President, the Senior Vice President, the Treasurer, the Secretary, and any such other officers of the Company as shall be elected by a Majority of the Managers or the sole Member in accordance with Section 2.02(a) hereof.

“Person” means any individual, general partnership, limited partnership, limited liability company, corporation, joint venture, trust, business trust, cooperative or association and the heirs, executors, administrators, legal representative, successors and assigns of such Person where the context so admits.

“Treasury Regulations” mean the Regulations promulgated by the United States Department of the Treasury under the Code, as amended.

IN WITNESS WHEREOF, the undersigned have executed this Limited Liability Company Agreement as of the effective date first above written.

MANAGERS:

/s/ Eric W. Gerstenberg
Eric W. Gerstenberg

/s/ Gene A. Cookson
Gene A. Cookson

/s/ Stephen H. Moynihan
Stephen H. Moynihan

/s/ Roger A. Koenecke
Roger A. Koenecke

/s/ Carl Paschetag
Carl Paschetag

/s/ William J. Geary
William J. Geary

MEMBER:

CLEAN HARBORS DISPOSAL SERVICES, INC.

By: /s/ Stephen H. Moynihan
Stephen H. Moynihan
Senior Vice President

CLEAN HARBORS PLAQUEMINE, LLC

SCHEDULE A

Name and Address

Managers:

Eric W. Gerstenberg
c/o Clean Harbors, Inc.
1501 Washington Street
Braintree, MA 02184

Gene A. Cookson
c/o Clean Harbors, Inc.
1501 Washington Street
Braintree, MA 02184

Stephen H. Moynihan
c/o Clean Harbors, Inc.
1501 Washington Street
Braintree, MA 02184

Roger A. Koenecke
c/o Clean Harbors, Inc.
1501 Washington Street
Braintree, MA 02184

Carl Paschetag
c/o Clean Harbors, Inc.
1501 Washington Street
Braintree, MA 02184

William J. Geary
c/o Clean Harbors, Inc.
1501 Washington Street
Braintree, MA 02184

Sole Member:

Clean Harbors Disposal Services, Inc.
1501 Washington Street
Braintree, MA 02184

CLEAN HARBORS PLAQUEMINE, LLC

FIRST AMENDMENT TO THE LIMITED LIABILITY COMPANY AGREEMENT

THIS FIRST AMENDMENT TO THE LIMITED LIABILITY COMPANY AGREEMENT (this “Amendment”) is executed on this 30th day of January, 2009 (the “Effective Date”) and amends that certain Limited Liability Company Agreement (the “LLC Agreement”) of Clean Harbors Plaquemine, LLC (the “Company”) dated May 1, 2002.

1. The first sentence of Section 1.02 of the LLC Agreement shall be deleted in its entirety and replaced with the following:

   “The name of the Company is Plaquemine Remediation Services, LLC.”

2. The remainder of the LLC Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the sole Member of the Company has signed this Amendment, under seal, intending to be bound hereby.

SOLE MEMBER:

CLEAN HARBORS DISPOSAL SERVICES, INC.

By: /s/ William J. Geary
William J. Geary, Senior Vice President

Roebuck Disposal, LLC

CERTIFICATE OF FORMATION

Pursuant to the provisions of Section 18-201 of the Limited Liability Company Act of the State of Delaware (the “Act”), the undersigned, being duly authorized, hereby certifies and states as follows:

1. Name of the Limited Liability Company. The name of the limited liability company formed hereby is Roebuck Disposal, LLC (the “LLC”).

2. Registered Agent and Office of the LLC. The name of the registered agent of the LLC in the State of Delaware is Capitol Corporate Services, Inc. and the registered office address of the registered agent for the purposes of Section 18-104 of the Act is 32 Loockerman Square, Suite 109, Dover, Kent County, Delaware 19901.

IN WITNESS WHEREOF, the undersigned hereby affirms that the facts stated herein are true, this 30th day of April, 2002.

/s/ C. Michael Malm
C. Michael Malm, Authorized Person

ROEBUCK DISPOSAL, LLC

LIMITED LIABILITY COMPANY AGREEMENT

LIMITED LIABILITY COMPANY AGREEMENT effective as of May 1, 2002, by and among Eric W. Gerstenberg, Gene A. Cookson, Stephen H. Moynihan, Roger A. Koenecke, Carl Paschetag, and William J. Geary, as Managers; and Clean Harbors Disposal Services, Inc., a Delaware corporation, as the sole Member. Certain capitalized terms used herein have the respective meanings set forth in Section 14.01 hereof.

ARTICLE I
CAPITAL CORPORATE SERVICES, INC.,
ORGANIZATION

SECTION 1.01 Formation of the Company. Roebuck Disposal, LLC (the “Company”) has been formed as a limited liability company under the Delaware Limited Liability Company Act *(6 Del. C § 18-101, et seq.)*, as amended from time to time (the “Delaware Act”), through the filing of the Certificate with the Delaware Secretary of State on the effective date of this Agreement. The parties hereto agree to conduct the business of the Company in accordance with the provisions of the Act and of this Agreement.

SECTION 1.02 Name, Registered Office, and Maintenance of Books and Records. The name of the Company is “Roebuck Disposal, LLC.” The initial address of the Company’s registered office in Delaware is 32 Lookerman Square, Suite 109, Dover, Dent County, Delaware 19901, and its initial agent at such address for service of process is Capitol Corporate Services, Inc. The Company’s books and records shall be maintained at c/o Clean Harbors, Inc., 1501 Washington Street, Braintree, Massachusetts 02184. A Majority of the Managers may change the location at which the Company’s books and records shall be maintained to such other location within the United States as such Managers may determine at any time, upon written notice to the Member stating such new location. A Majority of the Managers may also change the Company’s registered agent from time to time in their sole discretion.

SECTION 1.03 Purposes. The purposes and objectives of the Company are to own, lease, manage and/or operate a licensed hazardous waste facility, to provide environmental services, and to engage in any other lawful activities allowed to be conducted by a limited liability company.

SECTION 1.04 Powers. Subject to the terms of this Agreement, and consistent with the purposes stated in Section 1.03 hereof, the Company shall have the following powers: (i) to enter into all agreements and engage in all activities and transactions necessary or advisable to carry out the Company’s purposes; and (ii) to have all other powers available to it as a limited liability company organized under the laws of the State of Delaware. Without limitation of the foregoing, the Company shall have the powers: to acquire and dispose of assets and other property; to act as a general partner, limited partner, manager and/or member of any other Person; negotiate, enter into, and modify agreements including, without limitation, partnership agreements, limited liability company agreements, and leases or subleases of any real estate or

personal property; to incur obligations for and in connection with its business; to borrow money and provide guarantees for the obligations of other Persons and, if required by any lender, as security therefor to mortgage, pledge and grant security interests in all or any part of the assets and other property owned by the Company; to repay, in whole or in part, refinance, consolidate, recast, increase, modify or extend any loans which may affect any of the assets and other property owned by the Company; and to execute any and all other documents and instruments and exercise all powers necessary or appropriate to carry out the business of the Company.

ARTICLE II

CONDUCT AND MANAGEMENT OF THE LLC

SECTION 2.01 Managers. Except as otherwise provided in this Agreement for actions which require or permit approval by the sole Member, the business of the Company shall be under the control of the Managers. The names and current addresses of the initial Managers are as described in Schedule A hereto. One or more substitute or additional Managers may be elected at any time in the future by the sole Member. Each of the original Managers and any such substitute or additional Managers shall serve as a Manager until either (i) his voluntary resignation as a Manager, or (ii) his removal as a Manager with or without cause at any time by a Majority of the Managers or the sole Member. The Managers shall not be required to make any Capital Contributions to the Company.

SECTION 2.02 Officers.

(a) In order to facilitate the day-to-day operation of the Company's business, the Company shall have the following Officers: a President, Senior Vice Presidents, a Treasurer and a Secretary, and any such additional Officers as a Majority of the Managers may from time to time deem appropriate. The President shall be a Manager, but none of the other Officers need be a Manager. Unless otherwise determined from time to time by a Majority of the Managers or by the sole Member, Eric W. Gerstenberg shall be the President, Steven H. Moynihan shall be a Senior Vice President and an Assistant Treasurer, Roger Koenecke shall be a Senior Vice President, Carl Paschetag shall be the Treasurer, William J. Geary shall be a Vice President and the Assistant Secretary, and C. Michael Malm shall be Secretary. Unless otherwise determined from time to time by a Majority of the Managers or the sole Member, the President shall be the chief executive officer of the LLC, the Treasurer shall be responsible for maintaining the funds and financial books and records of the LLC, and the Secretary shall be responsible for maintaining the records of actions (whether by written consent or meeting) of the Managers and of the sole Member and the other non-financial records of the LLC. Each of the Officers of the LLC may be removed (and his successors elected) at any time by a Majority of the Managers or the sole Member.

(b) Except as may otherwise be determined from time to time by a Majority of the Managers or the sole Member, the Managers hereby delegate to the President and any Senior Vice President then in office full authority to act on behalf of the LLC. Except as may otherwise be determined from time to time by a Majority of the Managers or the sole Member, each of the President and Senior Vice Presidents shall have, without further approval or consent of any of the other Managers or the sole Member, full authority: to acquire and dispose of assets and other

property on behalf of the LLC; to negotiate, enter into, execute or modify agreements on behalf of the LLC including, without limitation, partnership agreements, limited liability company agreements, and leases or subleases of any real estate or personal property; to incur obligations for and on behalf of the LLC for and in connection with its business; to borrow money and provide guarantees for the obligations of other Persons and, if required by any lender, as security therefor to mortgage, pledge and grant security interests in all or any part of the assets and other property owned by the Company; to repay, in whole or in part, refinance, consolidate, recast, increase, modify or extend any loans which may affect any of the assets and other property owned by the Company; and to execute any and all other documents and instruments and exercise all powers necessary or appropriate to carry out the business of the Company.

SECTION 2.03 Authorization.

(a) Every contract, agreement, and other instrument executed on behalf of the Company by any Manager, the President or any Senior Vice President, or by another Officer of the Company, if such execution is authorized by a Majority of the Managers, shall be conclusive evidence in favor of every person or entity relying thereon or claiming thereunder that at the time of the delivery thereof (i) the Company was in existence, (ii) this Agreement had not been terminated or canceled or amended in any manner so as to restrict such authority (except as shown in the Certificate or other instrument duly filed with the Secretary of State of the State of Delaware), and (iii) the execution and delivery of such instrument were duly authorized by the Managers and/or the sole Member to the extent required.

(b) Any person or entity dealing with the Company may always rely on a certificate signed by any Manager, the President, any Senior Vice President, the Secretary or an Assistant Secretary:

(i) as to who are the Managers, the Officers or the Member of the Company,

(ii) as to the existence or nonexistence of any fact or facts which (A) constitute conditions precedent to acts by the Company, or (B) are in any other manner germane to the affairs of the Company,

(iii) as to who is authorized to execute and deliver any instrument or document on behalf of the Company,

(iv) as to the authenticity of any copy of this Agreement and amendments thereto, or

(v) as to any act or failure to act by the Company, or as to any other matter whatsoever involving the Company or any Manager or Officer or Member of the Company.

SECTION 2.04 Actions by Managers or the Sole Member. Approval of any action by the Company which under the terms of this Agreement requires approval by a Majority of the Managers may be granted either by a written consent signed by a Majority of the Managers or by an affirmative vote of a Majority of the Managers at a meeting held for such purpose either with or without prior notice. Any Manager may participate in any such meeting by telephone if all Managers participating in any such meeting shall be able to hear the other participating

Managers. The participation of a Majority of the Managers shall constitute a quorum for all purposes. If any action is approved by a Majority of the Managers but any Manager shall not sign any written consent by which, or shall not participate in any meeting at which, such approval was granted, the Secretary of the Company shall promptly provide to such Manager following the date of such written consent or meeting a copy of such written consent or minutes of such meeting. Any action taken by the sole Member under the terms of this Agreement shall be by written consent of the sole Member.

SECTION 2.05 **Duty of Care.** The sole Member acknowledges that decisions concerning the Company's activities will involve the exercise of judgment and a risk of loss. The Managers, the Officers and their Affiliates shall not be liable to the Company or the Member for any loss suffered by the Company or the Member which arises out of any action or omission of a Manager, an Officer or any Affiliate of a Manager or an Officer, provided that (i) such Manager, Officer or Affiliate determined, in good faith, that such course of conduct was in, or not opposed to, the best interest of the Company or was otherwise permitted by this Agreement, and (ii) such course of conduct did not constitute gross negligence or willful malfeasance, a material breach of this Agreement, or an intentional violation of federal or state law by such Manager, Officer or Affiliate. The Managers, the Officers, and their Affiliates shall not be liable for the negligence, whether of omission or commission, dishonesty or bad faith of any employee, broker or other agent of the Company selected by the Managers or the Officers with reasonable care. Furthermore, the Managers, the Officers, and their Affiliates shall be entitled to indemnification by the Company to the extent provided in Article X hereof.

ARTICLE III

MEMBER

SECTION 3.01 **Name, Address, and Capital Contribution**. The name and current address of the sole Member are as described in Schedule A hereto. On and after the date of this Agreement, the Member shall make to the Company either in cash or in other tangible or intangible property such Capital Contributions as shall be determined by the Member. The Treasurer shall record the Member's Capital Contributions on the financial records of the Company.

SECTION 3.02 **Limited Liability.** In accordance with the Delaware Act, the liability of the Member to the Company and its creditors shall be limited to (i) any unpaid Capital Contribution which the Member has agreed to make to the Company; (ii) the amount of any distribution previously received from the Company which the Member may be required to return to the Company pursuant to Section 18-607(b) of the Delaware Act; and (iii) the unpaid balance of any other payments (if any) that the Member expressly is required, pursuant to this Agreement, to make to the Company.

SECTION 3.03 **No Control of Company**. Except as otherwise provided in this Agreement, the Member, in its capacity as such, shall not take part in the management or control of the affairs of the Company, or undertake any transactions on behalf of the Company, or have any power to sign for or otherwise to bind the Company.

SECTION 3.04 **Dissolution, Liquidation or Bankruptcy.** The dissolution, liquidation or bankruptcy of the Member shall not result in the termination of the Company, but the rights of the Member under this Agreement shall accrue to the Member's successors, estate or legal representatives. Except as expressly provided in this Agreement, no other event affecting the Member (including but not limited to insolvency) shall affect this Agreement.

ARTICLE IV

EXPENSES AND COMPENSATION

SECTION 4.01 **No Management Fee.** The Company shall not be obligated to pay to the Managers (or any Affiliate of the Managers) any management fee or similar compensation. However, the Managers shall be entitled to receive compensation from the Member and its Affiliates in the Managers' respective capacities as officers and employees of the Member and its Affiliates.

SECTION 4.02 **Expenses.** The Company shall be responsible for the payment from its own funds of all of the Company's expenses.

ARTICLE V

DISTRIBUTIONS

SECTION 5.01 **Amount, Timing and Form.** The Managers shall determine in their discretion the amount, timing and form of all distributions of Distributable Cash to be made by the Company to the sole Member.

ARTICLE VI

TAX ALLOCATIONS

SECTION 6.01 **Allocations of Net Profit or Net Loss.** As described in Articles II, III and V above, the sole Member shall be responsible for all Capital Contributions to the Company, and the Company shall make all distributions to the Member. All distributions of Net Profit or Net Loss by the Company will accordingly be made to the Member. The Company shall therefore be treated for U.S. federal income tax purposes as a "disregarded entity" of which all of the beneficial interests are held by the sole Member.

ARTICLE VII

DURATION OF THE COMPANY

SECTION 7.01 **Term of Company.** The term of the Company commenced on the filing of the Certificate with the Delaware Secretary of State and shall continue until the date on which the Company is dissolved as provided in Sections 7.02 or 7.03 or by operation of law.

SECTION 7.02 **Dissolution Upon Sale of Assets**. The Company shall be dissolved in the event of the sale or distribution by the Company of all or substantially all of the assets of the Company.

SECTION 7.03 **Dissolution by Written Consent of Member.** The sole Member may dissolve the Company at any time by written consent executed by the Member and a copy of which shall be provided to the Managers.

ARTICLE VIII

LIQUIDATION OF THE COMPANY

SECTION 8.01 **General Provisions.** Following the dissolution of the Company in accordance with Article VII hereof, the Company's assets shall be liquidated in an orderly manner. The Managers (or, at the Managers' election, another Person selected by a Majority of the Managers) shall be the liquidator to wind up the affairs of the Company pursuant to this Agreement.

SECTION 8.02 **Liquidating Distributions.** The liquidator shall pay or provide for the satisfaction of the Company's liabilities and obligations to creditors. Any Net Profit or Net Loss realized in connection with the liquidation of the Company shall be allocated to the Member pursuant to Article VI hereof, and the remaining assets of the Company shall then be distributed to the Member. In performing its duties, the liquidator is authorized to sell, exchange or otherwise dispose of the assets of the Company in such reasonable manner as the liquidator shall determine to be in the best interest of the Company and the Member.

SECTION 8.03 **Expenses of Liquidator.** The expenses incurred by the liquidator in connection with winding up the Company, and all other losses or liabilities of the Company incurred in accordance with the terms of this Agreement, shall be borne by the Company.

SECTION 8.04 **Duration of Liquidation.** A reasonable time shall be allowed for the winding up of the affairs of the Company in order to minimize any losses otherwise associated with such a winding up.

SECTION 8.05 **Duty of Care.** The liquidator shall not be liable to the Company or the Member for any loss attributable to any act or omission of the liquidator in good faith and in a manner such liquidator reasonably believed to be in, or not opposed to, the best interests of the Company in connection with the liquidation of the Company and distribution of its assets and provided that such act or omission did not constitute gross negligence, willful misconduct or a material breach of this Agreement. The liquidator may consult with counsel, investment banking firms, consultants and accountants with respect to liquidating the Company and distributing its assets and may act or omit to act in accordance with the advice of such counsel, investment banking firms, consultants or accountants, provided they shall have been selected with reasonable care.

SECTION 8.06 **No Liability for Return of Capital.** The liquidator(s), the Managers and their respective officers, directors, agents and Affiliates shall not be personally liable for the return of the Capital Contribution of the Member to the Company.

ARTICLE IX

TRANSFER OF INTERESTS

SECTION 9.01 Limitation on Transfer of Rights and Obligations of Managers. The Managers shall not assign, pledge, mortgage, hypothecate, sell or otherwise dispose of or encumber all or any part of their rights or obligations under this Agreement without the prior written consent of the Member.

SECTION 9.02 Transfer of Member Interests. Except as may otherwise be required to comply with applicable federal and state laws, the sole Member shall have the right to transfer all or any part of its interests in the Company by delivery to the Company of an assignment in writing duly executed by the Member.

ARTICLE X

INDEMNIFICATION

SECTION 10.01 General Provisions.

(a) Subject to the limitations set forth below in this Article X, each of the Managers, the Officers, the Affiliates of the Managers and the Officers, and the liquidator (if any), (each such Person being referred to hereafter as an "Indemnitee"), shall be indemnified by the Company (but only out of Company assets, including the proceeds of liability insurance) against any claim, demand, controversy, dispute, cost, loss, damage, expense (including attorneys' fees), judgment and/or liability incurred by or imposed upon the Indemnitee in connection with any action, suit or proceeding (including any proceeding before any administrative or legislative body or agency), to which the Indemnitee shall become a party or shall be threatened to become a party, by reason of the Indemnitee's being at the time the cause of action arose or thereafter, a Manager, an Officer, an Affiliate of a Manager or an Officer,, a liquidator (if any), or a director, officer, member, partner, employee, consultant or other agent of any other organization in which the Company owns an interest, which other organization the Indemnitee serves or has served as director, officer, manager, member, partner, employee, consultant or other agent at the request of the Company (whether or not the Indemnitee continues to serve in such capacity at the time such action, suit or proceeding is brought or threatened). Each Indemnitee may be entitled to such indemnification notwithstanding that the Company has sold, assigned, distributed or otherwise transferred its investment in such other organization prior to the time that such action, suit or proceeding is brought or threatened.

(b) The Indemnitee shall not be indemnified with respect to matters as to which the Indemnitee shall have been finally adjudicated in any such action, suit or proceeding (i) not to have acted in good faith and in the reasonable belief that the Indemnitee's action was in accordance with such Person's obligations to the Company or to have acted with gross negligence or a willful disregard of his duties, or in breach of his fiduciary obligations, or (ii) with respect to any criminal action or proceeding, not to have had cause to believe beyond any reasonable doubt the Indemnitee's conduct was criminal. In the event of settlement of any action, suit or proceeding brought or threatened, the indemnification provided for in this Article X shall

apply to all matters covered by the settlement except for matters as to which the Company is advised by counsel (who may be counsel regularly retained to represent the Company) that the Person seeking indemnification, in the opinion of such counsel, did not act in good faith or acted with gross negligence or a willful disregard of such Person's duties, or in breach of such Person's fiduciary obligations, or, with respect to any criminal action or proceeding, that the Person seeking indemnification had reasonable cause to believe such Person's conduct was criminal.

(c) The right of indemnification provided for in this Article X shall be in addition to any rights to which any Indemnitee may otherwise be entitled and shall inure to the benefit of the executors, administrators, personal representatives, successors or assigns of each such Indemnitee. Such Indemnitee shall first use reasonable efforts to pursue other readily available sources of indemnification before pursuing a claim for indemnification against the Company under this Article X.

SECTION 10.02 Advance Payment of Expenses. The Company shall pay the expenses incurred by an Indemnitee in defending a civil or criminal action, suit or proceeding, or in opposing any claim arising in connection with any potential or threatened civil or criminal action, suit or proceeding, in advance of the final disposition of such action, suit or proceeding, upon receipt of an undertaking by such Indemnitee satisfactory to the Managers to repay such payment if he shall be determined to be not entitled to indemnification therefor as provided herein; provided, however, that in such instance the Indemnitee is not commencing an action, suit, or proceeding against the Company, or defending an action, suit or proceeding commenced against the Indemnitee by the Company, or opposing a claim by the Company arising in connection with any such potential or threatened action, suit or proceeding.

SECTION 10.03 Insurance. At its election, the Managers may cause the Company to purchase and maintain insurance, at the expense of the Company and to the extent available, for the protection of the Managers, the Officers, the Affiliates of the Managers and the Officers, any liquidator, and the directors, officers, employees, consultants or other agents of any such Person, against any liability incurred by any such Person in any such capacity or arising out of his status as such, whether or not the Company has the power to indemnify such Person against such liability. The Managers may also cause the Company to purchase and maintain insurance for the protection of any officer, director, employee, consultant or other agent of any other organization in which the Company owns an interest or of which the Company is a creditor against similar liabilities, whether or not the Company has the power to indemnify any such Person against such liabilities.

ARTICLE XI

ACCOUNTING; RECORDS AND REPORTS

SECTION 11.01 Fiscal Year. The fiscal year of the Company shall be the calendar year, or such other year as required by the Code.

SECTION 11.02 Keeping of Accounts and Records. At all times the Managers shall cause to be kept proper and complete books of account, in which shall be entered fully and

accurately the transactions of the Company. Such books of account, together with (i) an executed copy of this Agreement (and any amendments hereto); (ii) the Certificate of the Company (and any amendments thereto); (iii) executed copies of any powers of attorney pursuant to which any of the aforesaid documents has been executed; and (iv) financial statements of the Company for each of the prior three years, shall at all times be maintained at the location specified in Section 1.02 hereof.

SECTION 11.03 Inspection Rights. Until the liquidation of the Company has been completed, the Member may examine the Company's books, records, accounts and assets, including bank balances, and may make, or cause to be made, any audit thereof at the Company's expense.

SECTION 11.04 Reports. The Managers shall prepare and transmit to the Member at the Company's expense such financial and other reports as shall be determined from time to time by the Member.

ARTICLE XII

WAIVER AND AMENDMENT

SECTION 12.01 Waiver and Amendment. Except for any waiver or amendment of the provisions of Sections 2.5 and 10.01 through 10.03 hereof which would adversely affect any Manager (or any Affiliate of a Manager), the terms and provisions of this Agreement may be waived, modified, terminated or amended at any time by the sole Member. The sole Member shall not waive or amend any provision of Sections 2.05 or 10.01 through 10.03 hereof in such a manner as would adversely affect any Manager (or any Affiliate of a Manager) without the written consent of such Manager.

ARTICLE XIII

GENERAL PROVISIONS

SECTION 13.01 Notices. Except where otherwise specifically provided in this Agreement, all notices, requests, consents, approvals and statements shall be in writing and shall be deemed to have been properly given by (i) personal delivery, (ii) first class mail, postage prepaid, (iii) electronic facsimile transmission, or (iv) courier service, addressed in each case: if to the Company, at the address where the Company's books and records are maintained as specified in Section 1.02 hereof; if to a Manager, at such Manager's address set forth in Schedule A; and if to the Member, to the Member's address set forth in Schedule A, or, in each case, to such other address or addresses (and/or by e-mail or other manner of delivery) as the addressee may have specified by written notice as aforesaid.

SECTION 13.02 Binding on Successors. This Agreement shall be binding upon and inure to the benefit of the respective heirs, successors, assigns and legal representatives of the parties hereto.

SECTION 13.03 **Counterparts.** This Agreement or any amendment hereto may be signed in any number of counterparts, each of which shall be an original, but all of which taken together shall constitute one agreement (or amendment, as the case may be).

SECTION 13.04 **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware.

SECTION 13.05 **Construction.** Whenever the content of this Agreement permits, the masculine gender shall include the feminine and neuter genders, and reference to singular or plural shall be interchangeable with the other. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the other provisions, and this Agreement shall be construed and reformed in all respects as if any such invalid or unenforceable provision(s) were omitted in order to give effect to the intent and purposes of this Agreement. References in this Agreement to particular sections of the Code or the Delaware Act shall be deemed to refer to such sections or provisions of the Code or the Delaware Act (or any successor legislation) as they may be amended after the date of this Agreement.

ARTICLE XIV

CERTAIN DEFINITIONS

SECTION 14.01 **Certain Definitions**. For purposes of this Agreement, the following terms have the respective meanings set forth below:

"Affiliate" means, with respect to the Person to which it refers, a Person that either (i) directly or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with, such Person or (ii) is the successor or assign to such Person.

"Agreement" means this Limited Liability Company Agreement, as it may be subsequently amended or restated in accordance with its terms.

"Capital Contribution" means the aggregate amount of cash or other property contributed by the Member to the Company pursuant to this Agreement.

"Certificate" means the certificate of formation of the Company and any amendments or restatements thereof as filed with the Delaware Secretary of State under the Delaware Act.

"Code" means the United States Internal Revenue Code of 1986 and the rules and regulations promulgated thereunder, as amended from time to time, or any successor statute thereto.

"Delaware Act" means the Delaware Limited Liability Company Act, as amended from time to time.

"Distributable Cash" means all cash of the Company that the Managers determine is available for distribution to the Member after the payment or provision for payment by the Company of all expenses incurred by the Company and in collecting any amounts then owed to the Company and so attributable.

“Indemnitee” shall have the meaning set forth in Section 10.01.

“Majority of the Managers” means (i) at least four of the Managers if there are then six Managers, (ii) at least three of the Managers if there are then five or four Managers, (iii) at least two of the Managers if there are then three Managers, and (ii) both of the Managers if there are then only two Managers.

“Manager” means each of the Persons then serving as a Manager of the Company in accordance to Section 2.01 hereof, in his capacity as a Manager of the LLC.

“Member” means Clean Harbors Disposal Services, Inc., a Delaware corporation.

“Net Profit” or “Net Loss” means, with respect to any fiscal year, the sum of the Company’s: (a) net profit or loss as determined in accordance with the Code and the Regulations thereunder, and (b) any income exempt from federal income tax, after deduction of all expenses properly chargeable to the Company for such fiscal year (whether deductible or non-deductible and whether described in Section 705(a)(2)(B) of the Code, treated as so described pursuant to Treasury Regulations Section 1.704-1(b)(2)(iv)(i), or otherwise). For this purpose, Net Profit or Net Loss shall be determined in accordance with tax accounting principles rather than generally accepted accounting principles, and any expenses required to be capitalized and included in the Company’s adjusted tax basis in any asset or which reduce the amount realized by the Company on the disposition of any asset shall be disregarded.

“Officers” means the President, the Senior Vice President, the Treasurer, the Secretary, and any such other officers of the Company as shall be elected by a Majority of the Managers or the sole Member in accordance with Section 2.02(a) hereof.

“Person” means any individual, general partnership, limited partnership, limited liability company, corporation, joint venture, trust, business trust, cooperative or association and the heirs, executors, administrators, legal representative, successors and assigns of such Person where the context so admits.

“Treasury Regulations” mean the Regulations promulgated by the United States Department of the Treasury under the Code, as amended.

IN WITNESS WHEREOF, the undersigned have executed this Limited Liability Company Agreement as of the effective date first above written.

MANAGERS:

/s/ Eric W. Gerstenberg
Eric W. Gerstenberg

/s/ Gene A. Cookson
Gene A. Cookson

/s/ Stephen H. Moynihan
Stephen H. Moynihan

/s/ Roger A. Koenecke
Roger A. Koenecke

/s/ Carl Paschetag
Carl Paschetag

/s/ William J. Geary
William J. Geary

MEMBER:

CLEAN HARBORS DISPOSAL SERVICES, INC.

By: /s/ Stephen H. Moynihan
Stephen H. Moynihan
Senior Vice President

ROEBUCK DISPOSAL, LLC

SCHEDULE A

Name and Address

Managers:

Eric W. Gerstenberg
c/o Clean Harbors, Inc.
1501 Washington Street
Braintree, MA 02184

Gene A. Cookson
c/o Clean Harbors, Inc.
1501 Washington Street
Braintree, MA 02184

Stephen H. Moynihan
c/o Clean Harbors, Inc.
1501 Washington Street
Braintree, MA 02184

Roger A. Koenecke
c/o Clean Harbors, Inc.
1501 Washington Street
Braintree, MA 02184

Carl Paschetag
c/o Clean Harbors, Inc.
1501 Washington Street
Braintree, MA 02184

William J. Geary
c/o Clean Harbors, Inc.
1501 Washington Street
Braintree, MA 02184

Sole Member:

Clean Harbors Disposal Services, Inc.
1501 Washington Street
Braintree, MA 02184

Exhibit 3.63

CERTIFICATE OF INCORPORATION

OF

SANITHERM USA, INC.

THE UNDERSIGNED, for the purpose of forming a corporation pursuant to the provisions of the General Corporation Law of the State of Delaware, does hereby certify and state as follows:

FIRST: The name of the corporation is Sanitherm USA, Inc. (the "Corporation").

SECOND: The address of the registered office of the Corporation in the State of Delaware is Corporation Trust Center, 1209 Orange Street, in the City of Wilmington, County of New Castle, Delaware 19801 and The Corporation Trust Company shall be the registered agent of the corporation in charge thereof.

THIRD: The purpose of the Corporation is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of the State of Delaware.

FOURTH: The total number of shares of stock which the Corporation shall have the authority to issue is One Thousand (1,000), all of which shall be designated Common Stock, no par value per share.

FIFTH: The name and mailing address of the sole incorporator of the Corporation is as follows:

Daniel T. Janis, Esq.
Davis, Malm & D'Agostine, P.C.
One Boston Place, 37th Floor
Boston, MA 02108

SIXTH: The Corporation is to have perpetual existence.

SEVENTH: The management of the business and the conduct of the affairs of the Corporation shall be vested in its Board of Directors.

EIGHTH: In furtherance and not in limitation of the powers conferred by statute, the Board of Directors is expressly authorized to adopt, repeal, rescind, alter or amend in any respect the Bylaws of the Corporation. Election of Directors need not be by written ballot unless the Bylaws of the Corporation so provide.

NINTH: To the extent allowed by law, any action that is required to be or may be taken at a meeting of the stockholders of Corporation may be taken without a meeting if written consent, setting forth the action, shall be signed by persons who would be entitled

to vote at a meeting those shares having voting power to cast not less than the minimum number (or numbers, in the case of voting by classes) of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote were present and voted. Prompt notice shall be given of the taking of corporate action without a meeting by less than unanimous written consent to those stockholders on the record date whose shares were not represented on the written consent.

TENTH: The Corporation shall indemnify and hold harmless any director or officer of the Corporation from and against any and all expenses and liabilities that may be imposed upon or incurred by him in connection with, or as a result of, any proceeding in which he may become involved, as a party or otherwise, by reason of the fact that he is or was such a director or officer of the Corporation, whether or not he continues to be such at the time such expenses and liabilities shall have been imposed or incurred, to the fullest extent permitted by the laws of the State of Delaware, as they may be amended from time to time. The indemnification provided for herein shall not be deemed exclusive of any other rights to which those indemnified may be entitled under any By-Law, agreement, vote of stockholders or disinterested directors or otherwise, both as to action in their official capacity and as to action in another capacity while holding such office, and shall continue as to a person who has ceased to be a director, officer, employee, or agent and shall inure to the benefit of the heirs, executors and administrators of such a person.

ELEVENTH: No director or officer of the Corporation shall be personally liable to the Corporation or any stockholder of the Corporation for monetary damages for any breach of fiduciary duty as a director or officer, provided that this Article ELEVENTH shall not limit the liability of a director or officer (i) for any breach of the director's or officer's duty of loyalty to the Corporation or its stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) under Section 174 of the General Corporation Law of of Delaware, or (iv) for any transaction from which the director or officer derived an improper personal benefit. If the General Corporation Law of Delaware is amended to authorize corporate action further eliminating or limiting the personal liability of directors or officers, then the liability of a director or an officer shall be eliminated or limited to the fullest extent permitted by the General Corporation Law, as so amended from time to time. Any repeal or modification of the foregoing provisions of this Article ELEVENTH by the stockholders of the Corporation shall not adversely affect any right or protection of a director of the Corporation existing at the time of such repeal or modification.

TWELFTH: Whenever a compromise or arrangement is proposed between the Corporation and its creditors or any class of them and/or between the Corporation and its stockholders or any class of them, any court of equitable jurisdiction within the State of Delaware may, on the application in a summary way of the Corporation or of any creditor or stockholder thereof or on the application of any receiver or receivers appointed for the Corporation under Section 291 of Title 8 of the Delaware Code or on the application of trustees in dissolution or of any receiver or receivers appointed for the Corporation under Section 279 of Title 8 of the Delaware Code order a meeting of the creditors or class of creditors, and/or of the stockholders or class of stockholders of the Corporation, as the

case may be, to be summoned in such manner as the said court directs. If a majority in number representing three fourths in value of the creditors or class of creditors, and/or of the stockholders or class of stockholders of the Corporation, as the case may be, agree to any compromise or arrangement and to any reorganization of the Corporation as consequence of such compromise or arrangement, the said compromise or arrangement and the said reorganization shall, if sanctioned by the court to which the said application has been made, be binding on all the creditors or class of creditors, and/or on all the stockholders or class of stockholders, of the Corporation, as the case may be, and also on the Corporation.

THE UNDERSIGNED, as sole incorporator, has executed, signed and acknowledged this Certificate of Incorporation this 8th day of June, 2011.

/s/ Daniel T. Janis
Daniel T. Janis, Incorporator

BY-LAWS

OF

SANITHERM USA, INC.

Article I. Offices.

Section 1. Registered Office. The registered office of the Corporation shall be at Corporation Trust Center, 1209 Orange Street, City of Wilmington, County of New Castle, Delaware 19801 and the Corporation Trust Company shall be the registered agent of the corporation in charge thereof.

Section 2. Additional Offices. The Corporation may also have offices at such other places, both within and without the State of Delaware, as the Board of Directors may from time to time determine or as the business of the Corporation may require.

Article II. Meetings of Stockholders.

Section 1. Time and Place. A meeting of stockholders for any purpose may be held at such time and place within or without the State of Delaware as shall be stated in the notice of the meeting or in a duly executed waiver of notice thereof.

Section 2. Annual Meeting. Annual meetings of stockholders shall be held on the second Monday of March if not a legal holiday, or, if a legal holiday, then on the next secular day following, at 10:00 a.m., or at such other date and time as shall, from time to time, be designated by the Board of Directors and stated in the notice of the meeting. At such annual meetings, the stockholders shall elect a Board of Directors and transact such other business as may properly be brought before the meetings.

Section 3. Notice of Annual Meeting. Written notice of the annual meeting, stating the place, date, and time thereof, shall be given to each stockholder entitled to vote at such meeting not less than ten (unless a longer period is required by law) nor more than sixty days prior to the meeting.

Section 4. Special Meetings. Special meetings of the stockholders may be called at any time only by the directors, the President or by one or more stockholders who hold at least one-tenth part interest of the capital stock entitled to vote thereof. Such request shall state the purpose of the proposed meeting.

Section 5. Notice of Special Meeting. Written notice of a special meeting, stating the place, date, and time thereof and the purpose or purposes for which the meeting is called, shall be given to each stockholder entitled to vote at such meeting not less than ten (unless a longer period is required by law) nor more than sixty days prior to the meeting.

Section 6. List of Stockholders. The transfer agent or the officer in charge of the stock ledger of the Corporation shall prepare and make, at least ten days before every meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least ten days prior to the meeting, at a place within the city where the meeting is to be held, which place, if other than the place of the meeting, shall be specified in the notice of the meeting. The list shall also be produced and kept at the place of the meeting during the whole time thereof and may be inspected by any stockholder who is present in person thereat.

Section 7. Presiding Officer and Order of Business.

(a) Meetings of stockholders shall be presided over by the Chairman of the Board. If he is not present or there is none, they shall be presided over by the President, or, if he is not present or there is none, by a Vice President, or, if he is not present or there is none, by a person chosen by the Board of Directors, or, if no such person is present or has been chosen, by a chairman to be chosen by the stockholders owning a majority of the shares of capital stock of the Corporation issued and outstanding and entitled to vote at the meeting and who are present in person or represented by proxy. The Secretary of the Corporation, or, if he is not present, an Assistant Secretary, or, if he is not present, a person chosen by the Board of Directors, shall act as Secretary at meetings of stockholders; if no such person is present or has been chosen, the stockholders owning a majority of the shares of capital stock of the Corporation issued and outstanding and entitled to vote at the meeting who are present in person or represented by proxy shall choose any person present to act as secretary of the meeting.

(b) The following order of business, unless otherwise determined at the meeting, shall be observed as far as practicable and consistent with the purposes of the meeting:

(1) Call of the meeting to order.
(2) Presentation of proof of mailing of the notice of the meeting and, if the meeting is a special meeting, the call thereof.
(3) Presentation of proxies.
(4) Announcement that a quorum is present.
(5) Reading and approval of the minutes of the previous meeting.
(6) Reports, if any, of officers.
(7) Election of directors, if the meeting is an annual meeting or a meeting called for that purpose.
(8) Consideration of the specific purpose or purposes, other than the election of directors, for which the meeting has been called, if the meeting is a special meeting.
(9) Transaction of such other business as may properly come before the meeting.
(10) Adjournment.

Section 8. Quorum and Adjournments. The presence in person or representation by proxy of the holders of a majority of the shares of the capital stock of the Corporation issued and outstanding and entitled to vote shall be necessary to, and shall constitute a quorum for, the transaction of business at all meetings of the stockholders, except as otherwise provided by statute or by the Certificate of Incorporation. If, however, a quorum shall not be present or represented at any meeting of the stockholders, the stockholders entitled to vote thereat who are present in person or represented by proxy shall have the power to adjourn the meeting from time to time until a quorum shall be present or represented. If the time and place of the adjourned meeting are announced at the meeting at which the adjournment is taken, no further notice of the adjourned meeting need be given. Even if a quorum shall be present or represented at any meeting of the stockholders, the stockholders entitled to vote thereat who are present in person or represented by proxy shall have the power to adjourn the meeting from time to time for good cause to a date that is not more than thirty days after the date of the original meeting. Further notice of the adjourned meeting need not be given if the time and place thereof are announced at the meeting at which the adjournment is taken. At any adjourned meeting at which a quorum is present in person or represented by proxy, any business may be transacted that might have been transacted at the meeting as originally called. If the adjournment is for more than thirty days, or if, after the adjournment, a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder of record entitled to vote thereat.

Section 9. Voting.

(a) At any meeting of the stockholders, every stockholder having the right to vote shall be entitled to vote in person or by proxy. Except as otherwise provided by law or the Certificate of Incorporation, each stockholder of record shall be entitled to one vote for each share of capital stock registered in his name on the books of the Corporation.

(b) All elections shall be determined by a plurality vote, and, except as otherwise provided by law or the Certificate of Incorporation, all other matters shall be determined by a vote of a majority of the shares present in person or represented by proxy and voting on such other matters.

Section 10. Action by Consent. Any action required or permitted by law or the Certificate of Incorporation to be taken at any meeting of stockholders may be taken without a meeting, without prior notice if a written consent, setting forth the action so taken, shall be signed by the holders of outstanding stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present or represented by proxy and voted. Such written consent shall be filed with the minutes of the meetings of stockholders. Prompt notice of the taking of the corporate action without a meeting by less than unanimous written consent shall be given to those stockholders who have not consented in writing thereto.

Article III. Directors.

Section 1. General Powers, Number, and Tenure. The business of the Corporation shall be managed by its Board of Directors, which may exercise all powers of the Corporation and perform all lawful acts that are not by law, the Certificate of Incorporation, or these By-laws directed or required to be exercised or performed by the stockholders. The number of directors shall be determined by the Board of Directors; if no such determination is made, the number of directors shall be one. The directors shall be elected at the annual meeting of the stockholders, except as provided in Section 2 of this Article, and each director elected shall hold office until the next annual meeting and until his successor is elected and shall qualify. Directors need not be stockholders.

Section 2. Vacancies. If any vacancies occur in the Board of Directors, or there is an increase in the authorized number of directors, they may be filled by a majority of the directors then in office, or by a sole remaining director. Each director so chosen shall hold office until such director's successor is elected and qualified, or until such director's earlier death, resignation or removal. If there are no directors in office, any officer may call a special meeting of stockholders in accordance with the provisions of the Certificate of Incorporation or these By-laws, at which meeting such vacancies shall be filled.

Section 3. Removal or Resignation.

(a) except as otherwise provided by law or the Certificate of Incorporation, any director or the entire Board of Directors may be removed, with or without cause, by the holders of a majority of the shares then entitled to vote in the election of directors.

(b) Any director may resign at any time by giving written notice to the Board of Directors, the Chairman of the Board, if any, or the President or Secretary of the Corporation. Unless otherwise specified in such written notice, a resignation shall take effect on delivery thereof to the Board of Directors or the designated officer. It shall not be necessary for a resignation to be accepted before it becomes effective.

Section 4. Place of Meetings. The Board of Directors may hold meetings, both regular and special, either within or without the State of Delaware.

Section 5. Annual Meeting. The annual meeting of each newly elected Board of Directors shall be held immediately following the annual meeting of stockholders, and no notice of such meeting shall be necessary to the newly elected directors in order to constitute the meeting legally, provided a quorum shall be present.

Section 6. Regular Meetings. Additional regular meetings of the Board of Directors may be held without notice of such time and place as may be determined from time to time by the Board of Directors.

Section 7. Special Meetings. Special meetings of the Board of Directors may be called by the Chairman of the Board, the President, or by two or more directors on at least two days' notice to each director, if such notice is delivered personally or sent by telegram, or on at least three days' notice if sent by mail. Special meetings shall be called by the Chairman of the Board, President, Secretary, or two or more directors in like manner and on like notice on the written request of one-half or more of the number of directors then in office. Any such notice need not state the purpose or purposes of such meeting, except as provided in Article XI.

Section 8. Quorum and Adjournments. At all meetings of the Board of Directors, a majority of the directors then in office shall constitute a quorum for the transaction of business, and the act of a majority of the directors present at any meeting at which there is a quorum shall be the act of the Board of Directors, except as may be otherwise specifically provided by law or the Certificate of Incorporation. If a quorum is not present at any meeting of the Board of Directors, the directors present may adjourn the meeting from time to time, without notice other than announcement at the meeting at which the adjournment is taken, until a quorum shall be present.

Section 9. Compensation. Directors shall be entitled to such compensation for their services as directors and to such reimbursement for any reasonable expenses incurred in attending directors' meetings as may from time to time be fixed by the Board of Directors. The compensation of directors may be on such basis as is determined by the Board of Directors. Any director may waive compensation for any meeting. Any director receiving compensation under these provisions shall not be barred from serving the Corporation in any other capacity and receiving compensation and reimbursement for reasonable expenses for such other services.

Section 10. Action by Consent. Any action required or permitted to be taken at any meeting of the Board of Directors may be taken without a meeting, and without prior notice, if a written consent to such action is signed by all members of the Board of Directors and such written consent is filed with the minutes of its proceedings.

Section 11. Meetings by Telephone or Similar Communications Equipment. The Board of Directors may participate in a meeting by conference telephone or similar communications equipment by means of which all directors participating in the meeting can hear each other, and participation in such a meeting shall constitute presence in person by any such director at such meeting.

Article IV. Committees.

Section 1. Executive Committee. The Board of Directors, by resolution adopted by a majority of the whole Board, may appoint an Executive Committee consisting of one or more directors, one of whom shall be designated as Chairman of the Executive Committee. Each member of the Executive Committee shall continue as a member thereof until the expiration of his term as a director or his earlier resignation, unless sooner removed as a member or as a director.

Section 2. Powers. The Executive Committee shall have and may exercise those rights, powers, and authority of the Board of Directors as may from time to time be granted to it by the Board of Directors to the extent permitted by law, and may authorize the seal of the Corporation to be affixed to all papers that may require it.

Section 3. Procedure and Meetings. The Executive Committee shall fix its own rules of procedure and shall meet at such times and at such place or places as may be provided by such rules or as the members of the Executive Committee shall fix. The Executive Committee shall keep regular minutes of its meetings, which it shall deliver to the Board of Directors from time to time. The Chairman of the Executive Committee or, in his absence, a member of the Executive Committee chosen by a majority of the members present, shall preside at meetings of the Executive Committee; and another member chosen by the Executive Committee shall act as Secretary of the Executive Committee.

Section 4. Quorum. A majority of the Executive Committee shall constitute a quorum for the transaction of business, and the affirmative vote of a majority of the members present at any meeting at which there is a quorum shall be required for any action of the Executive Committee; provided, however, that when an Executive Committee of one member is authorized under the provisions of Section 1 of this Article, that one member shall constitute a quorum.

Section 5. Other Committees. The Board of Directors, by resolutions adopted by a majority of the whole Board, may appoint such other committee or committees as it shall deem advisable and with such rights, power, and authority as it shall prescribe. Each such committee shall consist of one or more directors.

Section 6. Committee Changes. The Board of Directors shall have the power at any time to fill vacancies in, to change the membership of, and to discharge any committee.

Section 7. Compensation. Members of any committee shall be entitled to such compensation for their services as members of the committee and to such reimbursement for any reasonable expenses incurred in attending committee meetings as may from time to time be fixed by the Board of Directors. Any member may waive compensation for any meeting. Any committee member receiving compensation under these provisions shall not be barred from

serving the Corporation in any other capacity and from receiving compensation and reimbursement of reasonable expenses for such other services.

Section 8. Action by Consent. Any action required or permitted to be taken at any meeting of any committee of the Board of Directors may be taken without a meeting if a written consent to such action is signed by all members of the committee and such written consent is filed with the minutes of its proceedings.

Section 9. Meetings by Telephone or Similar Communications Equipment. The members of any committee designated by the Board of Directors may participate in a meeting of such committee by conference telephone or similar communications equipment by means of which all persons participating in such meeting can hear each other, and participation in such a meeting shall constitute presence in person by any such committee member at such meeting.

Article V. Notices.

Section 1. Form and Delivery. Whenever a provision of any law, the Certificate of Incorporation, or these By-laws requires that notice be given to any director or stockholder, it shall not be construed to require personal notice unless so specifically provided, but such notice may be given in writing, by mail addressed to the address of the director or stockholder as it appears on the records of the Corporation, with postage prepaid. These notices shall be deemed to be given when they are deposited in the United States mail. Notice to a director may also be given personally or by telephone or by telegram sent to his address as it appears on the records of the Corporation.

Section 2. Waiver. Whenever any notice is required to be given under the provisions of any law, the Certificate of Incorporation, or these By-laws, a written waiver thereof signed by the person entitled to said notice, whether before or after the time stated therein, shall be deemed to be equivalent to such notice. In addition, any stockholder who attends a meeting of stockholders in person or is represented at such meeting by proxy, without protesting at the commencement of the meeting the lack of notice thereof to him, or any director who attends a meeting of the Board of Directors without protesting at the commencement of the meeting of the lack of notice, shall be conclusively deemed to have waived notice of such meeting.

Article VI. Officers.

Section 1. Designations. The officers of the Corporation shall be chosen by the Board of Directors. The Board of Directors may choose a Chairman of the Board, a President, a Vice President or Vice Presidents, a Secretary, a Treasurer, one or more Assistant Secretaries and/or Assistant Treasurers, and other officers and agents that it shall deem necessary or appropriate. All officers of the Corporation shall exercise the powers and perform the duties that shall from time to time be determined by the Board of Directors. Any number of offices may be

held by the same person, unless the Certificate of Incorporation or these By-laws provide otherwise.

Section 2. Term of, and Removal From, Office. At its first regular meeting after each annual meeting of stockholders, the Board of Directors shall choose a President, a Secretary, and a Treasurer. It may also choose a Chairman of the Board, a Vice President or Vice Presidents, one or more Assistant Secretaries and/or Assistant Treasurers, and such other officers and agents as it shall deem necessary or appropriate. Each officer of the Corporation shall hold office until his successor is chosen and shall qualify. Any officer elected or appointed by the Board of Directors may be removed, with or without cause, at any time by the affirmative vote of a majority of the directors then in office. Removal from office, however, shall not prejudice the contract rights, if any, of the person removed. Any vacancy occurring in any office of the Corporation may be filled for the unexpired portion of the term by the Board of Directors.

Section 3. Compensation. The salaries of all officers of the Corporation shall be fixed from time to time by the Board of Directors, and no officer shall be prevented from receiving a salary because he is also a director of the Corporation.

Section 4. The Chairman of the Board. The Chairman of the Board will preside at all meetings of stockholders and of the Board of Directors.

Section 4(a). Chief Executive Officer. The Chief Executive Officer, subject to the direction of the Board of Directors, shall have general charge of the business, affairs, and property of the Corporation and general supervision over its other officers and agents.

Section 5. The President.

(a) The President, if there is no chief executive officer of the Corporation and, subject to the direction of the Board of Directors, shall have general charge of the business, affairs, and property of the Corporation and general supervision over its other officers and agents. In general, he shall perform all duties incident to the office of President and shall see that all orders and resolutions of the Board of Directors are carried into effect.

(b) Unless otherwise prescribed by the Board of Directors, the President shall have full power and authority to attend, act, and vote on behalf of the Corporation at any meeting of the security holders of other corporations in which the Corporation may hold securities. At any such meeting, the President shall possess and may exercise any and all rights and powers incident to the ownership of such securities that the Corporation might have possessed and exercised if it had been present. The Board of Directors may from time to time confer like powers upon any other person or persons.

Section 6. The Vice President. The Vice President, if any, or in the event there be more than one, the Vice Presidents in the order designated, or in the absence of any designation, in the order of their election, shall, in the absence of the President or in the event of his disability,

perform the duties and exercise the powers of the President and shall generally assist the President and perform such other duties and have such other powers as may from time to time be prescribed by the Board of Directors.

Section 7. The Secretary. The Secretary shall attend all meetings of the Board of Directors and the stockholders and record all votes and the proceedings of the meetings in a book to be kept for that purpose. He shall perform like duties for the Executive Committee or other committees, if required. He shall give, or cause to be given, notice of all meetings of stockholders and special meetings of the Board of Directors, and shall perform such other duties as may from time to time be prescribed by the Board of Directors, the Chairman of the Board, or the President, under whose supervision he shall act. He shall have custody of the seal of the Corporation, and he, or an Assistant Secretary, shall have authority to affix it to any instrument requiring it, and, when so affixed, the seal may be attested by his signature or by the signature of the Assistant Secretary. The Board of Directors may give general authority to any other officer to affix the seal of the Corporation and to attest the affixing thereof by his signature.

Section 8. The Assistant Secretary. The Assistant Secretary, if any, or in the event there be more than one, the Assistant Secretaries in the order designated, or in the absence of any designation, in the order of their election, shall, in the absence of the Secretary or in the event of his disability, perform the duties and exercise the powers of the Secretary and shall perform such other duties and have such other powers as may from time to time be prescribed by the Board of Directors.

Section 9. The Treasurer. The Treasurer shall have custody of the corporate funds and other valuable effects, including securities, and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the Corporation in such depositories as may from time to time be designated by the Board of Directors. He shall disburse the funds of the Corporation in accord with the orders of the Board of Directors, taking proper vouchers for such disbursements, and shall render to the Chairman of the Board, if any, the President, and the Board of Directors, whenever they may require it or at regular meetings of the Board, an account of all his transactions as Treasurer and of the financial condition of the Corporation.

Section 10. The Assistant Treasurer. The Assistant Treasurer, if any, or in the event there shall be more than one, the Assistant Treasurers in the order designated, or in the absence of any designation, in the order of their election, shall, in the absence of the Treasurer or in the event of his disability, perform such other duties and have such other powers as may from time to time be prescribed by the Board of Directors.

Article VII. Indemnification.

Reference is made to Section 145 and any other relevant provisions of the General Corporation Law of the State of Delaware. Particular reference is made to the class of persons, hereinafter called "Indemnitees", who may be indemnified by a Delaware corporation pursuant to the provisions of such Section 145, namely, any person, or the heirs, executors, or administrators of such person, who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative, by reason of the fact that such person is or was a director, officer, employee, or agent of such corporation or is or was serving at the request of such corporation as a director, officer, employee, or agent of such corporation or is or was serving at the request of such corporation as a director, officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise. The Corporation shall, and is hereby obligated to, indemnify the Indemnitees, and each of them, in each and every situation where the Corporation is obligated to make such indemnification pursuant to the aforesaid statutory provisions. The Corporation shall indemnify the Indemnitees, and each of them, in each and every situation where, under the aforesaid statutory provisions, the Corporation is not obligated, but is nevertheless permitted or empowered, to make such indemnification, it being understood that, before making such indemnification with respect to any situation covered under this sentence, (i) the Corporation shall promptly make or cause to be made, by any of the methods referred to in Subsection (d) of such Section 145, a determination as to whether each Indemnitee acted in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interests of the Corporation, and, in the case of any criminal action or proceeding, had no reasonable cause to believe that his conduct was unlawful, and (ii) that no such indemnification shall be made unless it is determined that such Indemnitee acted in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interests of the Corporation, and, in the case of any criminal action or proceeding, had no reasonable cause to believe that his conduct was unlawful.

Article VIII. Affiliated Transactions and Interested Directors.

Section 1. Affiliated Transactions. No contract or transaction between the Corporation and one or more of its directors or officers, or between the Corporation and any other corporation, partnership, association, or other organization in which one or more of its directors or officers are directors or officers or have a financial interest, shall be void or voidable solely for this reason, or solely because the director or officer is present at or participates in the meeting of the Board of Directors or committee thereof that authorizes the contract or transaction or solely because his or their votes are counted for such purpose if:

(a) The material facts as to his relationship or interest and as to the contract or transaction are disclosed or are known to the Board of Directors or the committee, and the Board of Directors or committee in good faith authorizes the contract or transaction by the affirmative

vote of a majority of the disinterested directors, even though the disinterested directors be less than a quorum; or

(b) The material facts as to his relationship or interest and as to the contract or transaction are disclosed or are known to the stockholders entitled to vote thereon, and the contract or transaction is specifically approved in good faith by the vote of the stockholders; or

(c) The contract or transaction is fair as to the Corporation as of the time it is authorized, approved, or ratified by the Board of Directors, a committee thereof, or the stockholders.

Section 2. Determining Quorum. Common or interested directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee thereof which authorizes the contract or transaction.

Article IX. Stock Certificates.

Section 1. Form and Signatures.

(a) Every holder of stock of the Corporation shall be entitled to a certificate stating the number and class, and series, if any, of shares owned by him, signed by the Chairman of the Board, if any, or the President and the Treasurer or an Assistant Treasurer, or the Secretary or an Assistant Secretary of the Corporation, and bearing the seal of the Corporation. The signatures and the seal may be facsimiles. A certificate may be signed, manually or by facsimile, by a transfer agent or registrar other than the Corporation or its employee. In case any officer who has signed, or whose facsimile signature was placed on, a certificate shall have ceased to be such officer before the certificate is issued, it may nevertheless be issued by the Corporation with the same effect as if he were such officer at the date of its issue.

(b) All stock certificates representing shares of capital stock that are subject to restrictions on transfer or to other restrictions may have imprinted thereon any notation to that effect determined by the Board of Directors.

Section 2. Registration of Transfer. Upon surrender to the Corporation or any transfer agent of the Corporation of a certificate for shares duly endorsed or accompanied by proper evidence of succession, assignment, or authority to transfer, the Corporation or its transfer agent shall issue a new certificate to the person entitled thereto, cancel the old certificate, and record the transaction upon the books of the Corporation.

Section 3. Registered Stockholders.

(a) Except as otherwise provided by law, the Corporation shall be entitled to recognize the exclusive right of a person who is registered on its books as the owner of shares of

its capital stock to receive dividends or other distributions and to vote or consent as such owner, and to hold liable for calls and assessments any person who is registered on its books as the owner of shares of its capital stock. The Corporation shall not be bound to recognize any equitable or legal claim to, or interest in, such shares on the part of any other person.

(b) If a stockholder desires that notices and/or dividends shall be sent to a name or address other than the name or address appearing on the stock ledger maintained by the Corporation, or its transfer agent or registrar, if any, the stockholder shall have the duty to notify the Corporation, or its transfer agent or registrar, if any, in writing of his desire and specify the alternate name or address to be used.

Section 4. Record Date. In order that the Corporation may determine the stockholders of record who are entitled to receive notice of, or to vote at, any meeting of stockholders or any adjournment thereof or to express consent to corporate action in writing without a meeting, to receive payment of any dividend or other distribution or allotment of any rights, or to exercise any rights in respect of any change, conversion, or exchange of stock or for the purpose of any lawful action, the Board of Directors may, in advance, fix a date as the record date for any such determination. Such date shall not be more than sixty nor less than ten days before the date of such meeting, nor more than sixty days prior to the date of any other action. A determination of stockholders of record entitled to notice of, or to vote at, a meeting of stockholders shall apply to any adjournment of the meeting taken pursuant to Section 8 of Article II; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

Section 5. Lost, Stolen, or Destroyed Certificates. The Board of Directors may direct that a new certificate be issued to replace any certificate theretofore issued by the Corporation that, it is claimed, has been lost, stolen, or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate to be lost, stolen, or destroyed. When authorizing the issue of a new certificate, the Board of Directors may, in its discretion and as a condition precedent to the issuance thereof, require the owner of the lost, stolen, or destroyed certificate, or his legal representative, to advertise the same in such manner as it shall require, and/or to give the Corporation a bond in such sum, or other security in such form, as it may direct as indemnity against any claims that may be made against the Corporation with respect to the certificate claimed to have been lost, stolen, or destroyed.

Article X. General Provisions.

Section 1. Dividends. Subject to the provisions of law and the Certificate of Incorporation, dividends upon the outstanding capital stock of the Corporation may be declared by the Board of Directors at any regular or special meeting, and may be paid in cash, in property, or in shares of the Corporation's capital stock.

Section 2. Reserves. The Board of Directors shall have full power, subject to the provisions of law and the Certificate of Incorporation, to determine whether any, and, if so, what part, of the funds legally available for the payment of dividends shall be declared as dividends and paid to the stockholders of the Corporation. The Board of Directors, in its sole discretion, may fix a sum that may be set aside or reserved over and above the paid-in capital of the Corporation as a reserve for any proper purpose, and may, from time to time, increase, diminish, or vary such amount.

Section 3. Fiscal Year. Except as from time to time otherwise provided by the Board of Directors, the fiscal year of the Corporation shall end on December 31 in each year.

Section 4. Seal. The corporate seal shall have inscribed thereon the name of the Corporation, the year of its incorporation, and the words "Corporate Seal" and "Delaware".

Article XI. Amendments.

The Board of Directors shall have the power to alter and repeal these By-laws and to adopt new By-laws by an affirmative vote of a majority of the whole Board, provided that notice of the proposal to alter or repeal these By-laws or to adopt new By-laws must be included in the notice of the meeting of the Board of Directors at which such action takes place.

Exhibit 3.64

Sawyer Disposal Services, LLC

CERTIFICATE OF FORMATION

Pursuant to the provisions of Section 18-201 of the Limited Liability Company Act of the State of Delaware (the "Act"), the undersigned, being duly authorized, hereby certifies and states as follows:

1. Name of the Limited Liability Company. The name of the limited liability company formed hereby is Sawyer Disposal Services, LLC (the "LLC").

2. Registered Agent and Office of the LLC. The name of the registered agent of the LLC in the State of Delaware is Capitol Corporate Services, Inc. and the registered office address of the registered agent for the purposes of Section 18-104 of the Act is 32 Loockerman Square, Suite 109, Dover, Kent County, Delaware 19901.

IN WITNESS WHEREOF, the undersigned hereby affirms that the facts stated herein are true, this 30th day of April, 2002.

/s/ C. Michael Malm
C. Michael Malm, Authorized Person

SAWYER DISPOSAL SERVICES, LLC

LIMITED LIABILITY COMPANY AGREEMENT

LIMITED LIABILITY COMPANY AGREEMENT effective as of May 1, 2002, by and among Eric W. Gerstenberg, Gene A. Cookson, Stephen H. Moynihan, Roger A. Koenecke, Carl Paschetag, and William J. Geary, as Managers; and Clean Harbors Disposal Services, Inc., a Delaware corporation, as the sole Member. Certain capitalized terms used herein have the respective meanings set forth in Section 14.01 hereof.

ARTICLE I
CAPITAL CORPORATE SERVICES, INC.,
ORGANIZATION

SECTION 1.01 Formation of the Company. Sawyer Disposal Services, LLC (the "Company") has been formed as a limited liability company under the Delaware Limited Liability Company Act *(6 Del. C § 18-101, et seq.)*, as amended from time to time (the "Delaware Act"), through the filing of the Certificate with the Delaware Secretary of State on the effective date of this Agreement. The parties hereto agree to conduct the business of the Company in accordance with the provisions of the Act and of this Agreement.

SECTION 1.02 Name, Registered Office, and Maintenance of Books and Records. The name of the Company is "Sawyer Disposal Services, LLC." The initial address of the Company's registered office in Delaware is 32 Lookerman Square, Suite 109, Dover, Dent County, Delaware 19901, and its initial agent at such address for service of process is Capitol Corporate Services, Inc. The Company's books and records shall be maintained at c/o Clean Harbors, Inc., 1501 Washington Street, Braintree, Massachusetts 02184. A Majority of the Managers may change the location at which the Company's books and records shall be maintained to such other location within the United States as such Managers may determine at any time, upon written notice to the Member stating such new location. A Majority of the Managers may also change the Company's registered agent from time to time in their sole discretion.

SECTION 1.03 Purposes. The purposes and objectives of the Company are to own, lease, manage and/or operate a licensed hazardous waste facility, to provide environmental services, and to engage in any other lawful activities allowed to be conducted by a limited liability company.

SECTION 1.04 Powers. Subject to the terms of this Agreement, and consistent with the purposes stated in Section 1.03 hereof, the Company shall have the following powers: (i) to enter into all agreements and engage in all activities and transactions necessary or advisable to carry out the Company's purposes; and (ii) to have all other powers available to it as a limited liability company organized under the laws of the State of Delaware. Without limitation of the foregoing, the Company shall have the powers: to acquire and dispose of assets and other property; to act as a general partner, limited partner, manager and/or member of any other Person; negotiate, enter into, and modify agreements including, without limitation, partnership

agreements, limited liability company agreements, and leases or subleases of any real estate or personal property; to incur obligations for and in connection with its business; to borrow money and provide guarantees for the obligations of other Persons and, if required by any lender, as security therefor to mortgage, pledge and grant security interests in all or any part of the assets and other property owned by the Company; to repay, in whole or in part, refinance, consolidate, recast, increase, modify or extend any loans which may affect any of the assets and other property owned by the Company; and to execute any and all other documents and instruments and exercise all powers necessary or appropriate to carry out the business of the Company.

ARTICLE II

CONDUCT AND MANAGEMENT OF THE LLC

SECTION 2.01 Managers. Except as otherwise provided in this Agreement for actions which require or permit approval by the sole Member, the business of the Company shall be under the control of the Managers. The names and current addresses of the initial Managers are as described in Schedule A hereto. One or more substitute or additional Managers may be elected at any time in the future by the sole Member. Each of the original Managers and any such substitute or additional Managers shall serve as a Manager until either (i) his voluntary resignation as a Manager, or (ii) his removal as a Manager with or without cause at any time by a Majority of the Managers or the sole Member. The Managers shall not be required to make any Capital Contributions to the Company.

SECTION 2.02 Officers.

(a) In order to facilitate the day-to-day operation of the Company's business, the Company shall have the following Officers: a President, Senior Vice Presidents, a Treasurer and a Secretary, and any such additional Officers as a Majority of the Managers may from time to time deem appropriate. The President shall be a Manager, but none of the other Officers need be a Manager. Unless otherwise determined from time to time by a Majority of the Managers or by the sole Member, Eric W. Gerstenberg shall be the President, Steven H. Moynihan shall be a Senior Vice President and an Assistant Treasurer, Roger Koenecke shall be a Senior Vice President, Carl Paschetag shall be the Treasurer, William J. Geary shall be a Vice President and the Assistant Secretary, and C. Michael Malm shall be Secretary. Unless otherwise determined from time to time by a Majority of the Managers or the sole Member, the President shall be the chief executive officer of the LLC, the Treasurer shall be responsible for maintaining the funds and financial books and records of the LLC, and the Secretary shall be responsible for maintaining the records of actions (whether by written consent or meeting) of the Managers and of the sole Member and the other non-financial records of the LLC. Each of the Officers of the LLC may be removed (and his successors elected) at any time by a Majority of the Managers or the sole Member.

(b) Except as may otherwise be determined from time to time by a Majority of the Managers or the sole Member, the Managers hereby delegate to the President and any Senior Vice President then in office full authority to act on behalf of the LLC. Except as may otherwise be determined from time to time by a Majority of the Managers or the sole Member, each of the President and Senior Vice Presidents shall have, without further approval or consent of any of

the other Managers or the sole Member, full authority: to acquire and dispose of assets and other property on behalf of the LLC; to negotiate, enter into, execute or modify agreements on behalf of the LLC including, without limitation, partnership agreements, limited liability company agreements, and leases or subleases of any real estate or personal property; to incur obligations for and on behalf of the LLC for and in connection with its business; to borrow money and provide guarantees for the obligations of other Persons and, if required by any lender, as security therefor to mortgage, pledge and grant security interests in all or any part of the assets and other property owned by the Company; to repay, in whole or in part, refinance, consolidate, recast, increase, modify or extend any loans which may affect any of the assets and other property owned by the Company; and to execute any and all other documents and instruments and exercise all powers necessary or appropriate to carry out the business of the Company.

SECTION 2.03 Authorization.

(a) Every contract, agreement, and other instrument executed on behalf of the Company by any Manager, the President or any Senior Vice President, or by another Officer of the Company, if such execution is authorized by a Majority of the Managers, shall be conclusive evidence in favor of every person or entity relying thereon or claiming thereunder that at the time of the delivery thereof (i) the Company was in existence, (ii) this Agreement had not been terminated or canceled or amended in any manner so as to restrict such authority (except as shown in the Certificate or other instrument duly filed with the Secretary of State of the State of Delaware), and (iii) the execution and delivery of such instrument were duly authorized by the Managers and/or the sole Member to the extent required.

(b) Any person or entity dealing with the Company may always rely on a certificate signed by any Manager, the President, any Senior Vice President, the Secretary or an Assistant Secretary:

(i) as to who are the Managers, the Officers or the Member of the Company,

(ii) as to the existence or nonexistence of any fact or facts which (A) constitute conditions precedent to acts by the Company, or (B) are in any other manner germane to the affairs of the Company,

(iii) as to who is authorized to execute and deliver any instrument or document on behalf of the Company,

(iv) as to the authenticity of any copy of this Agreement and amendments thereto, or

(v) as to any act or failure to act by the Company, or as to any other matter whatsoever involving the Company or any Manager or Officer or Member of the Company.

SECTION 2.04 Actions by Managers or the Sole Member. Approval of any action by the Company which under the terms of this Agreement requires approval by a Majority of the Managers may be granted either by a written consent signed by a Majority of the Managers or by an affirmative vote of a Majority of the Managers at a meeting held for such purpose either with or without prior notice. Any Manager may participate in any such meeting by telephone if all

Managers participating in any such meeting shall be able to hear the other participating Managers. The participation of a Majority of the Managers shall constitute a quorum for all purposes. If any action is approved by a Majority of the Managers but any Manager shall not sign any written consent by which, or shall not participate in any meeting at which, such approval was granted, the Secretary of the Company shall promptly provide to such Manager following the date of such written consent or meeting a copy of such written consent or minutes of such meeting. Any action taken by the sole Member under the terms of this Agreement shall be by written consent of the sole Member.

SECTION 2.05 **Duty of Care.** The sole Member acknowledges that decisions concerning the Company's activities will involve the exercise of judgment and a risk of loss. The Managers, the Officers and their Affiliates shall not be liable to the Company or the Member for any loss suffered by the Company or the Member which arises out of any action or omission of a Manager, an Officer or any Affiliate of a Manager or an Officer, provided that (i) such Manager, Officer or Affiliate determined, in good faith, that such course of conduct was in, or not opposed to, the best interest of the Company or was otherwise permitted by this Agreement, and (ii) such course of conduct did not constitute gross negligence or willful malfeasance, a material breach of this Agreement, or an intentional violation of federal or state law by such Manager, Officer or Affiliate. The Managers, the Officers, and their Affiliates shall not be liable for the negligence, whether of omission or commission, dishonesty or bad faith of any employee, broker or other agent of the Company selected by the Managers or the Officers with reasonable care. Furthermore, the Managers, the Officers, and their Affiliates shall be entitled to indemnification by the Company to the extent provided in Article X hereof.

ARTICLE III

MEMBER

SECTION 3.01 **Name, Address, and Capital Contribution**. The name and current address of the sole Member are as described in Schedule A hereto. On and after the date of this Agreement, the Member shall make to the Company either in cash or in other tangible or intangible property such Capital Contributions as shall be determined by the Member. The Treasurer shall record the Member's Capital Contributions on the financial records of the Company.

SECTION 3.02 **Limited Liability.** In accordance with the Delaware Act, the liability of the Member to the Company and its creditors shall be limited to (i) any unpaid Capital Contribution which the Member has agreed to make to the Company; (ii) the amount of any distribution previously received from the Company which the Member may be required to return to the Company pursuant to Section 18-607(b) of the Delaware Act; and (iii) the unpaid balance of any other payments (if any) that the Member expressly is required, pursuant to this Agreement, to make to the Company.

SECTION 3.03 **No Control of Company**. Except as otherwise provided in this Agreement, the Member, in its capacity as such, shall not take part in the management or control of the affairs of the Company, or undertake any transactions on behalf of the Company, or have any power to sign for or otherwise to bind the Company.

SECTION 3.04 **Dissolution, Liquidation or Bankruptcy.** The dissolution, liquidation or bankruptcy of the Member shall not result in the termination of the Company, but the rights of the Member under this Agreement shall accrue to the Member's successors, estate or legal representatives. Except as expressly provided in this Agreement, no other event affecting the Member (including but not limited to insolvency) shall affect this Agreement.

ARTICLE IV

EXPENSES AND COMPENSATION

SECTION 4.01 **No Management Fee.** The Company shall not be obligated to pay to the Managers (or any Affiliate of the Managers) any management fee or similar compensation. However, the Managers shall be entitled to receive compensation from the Member and its Affiliates in the Managers' respective capacities as officers and employees of the Member and its Affiliates.

SECTION 4.02 **Expenses.** The Company shall be responsible for the payment from its own funds of all of the Company's expenses.

ARTICLE V

DISTRIBUTIONS

SECTION 5.01 **Amount, Timing and Form.** The Managers shall determine in their discretion the amount, timing and form of all distributions of Distributable Cash to be made by the Company to the sole Member.

ARTICLE VI

TAX ALLOCATIONS

SECTION 6.01 **Allocations of Net Profit or Net Loss.** As described in Articles II, III and V above, the sole Member shall be responsible for all Capital Contributions to the Company, and the Company shall make all distributions to the Member. All distributions of Net Profit or Net Loss by the Company will accordingly be made to the Member. The Company shall therefore be treated for U.S. federal income tax purposes as a "disregarded entity" of which all of the beneficial interests are held by the sole Member.

ARTICLE VII

DURATION OF THE COMPANY

SECTION 7.01 **Term of Company.** The term of the Company commenced on the filing of the Certificate with the Delaware Secretary of State and shall continue until the date on which the Company is dissolved as provided in Sections 7.02 or 7.03 or by operation of law.

SECTION 7.02 **Dissolution Upon Sale of Assets**. The Company shall be dissolved in the event of the sale or distribution by the Company of all or substantially all of the assets of the Company.

SECTION 7.03 **Dissolution by Written Consent of Member.** The sole Member may dissolve the Company at any time by written consent executed by the Member and a copy of which shall be provided to the Managers.

ARTICLE VIII

LIQUIDATION OF THE COMPANY

SECTION 8.01 **General Provisions.** Following the dissolution of the Company in accordance with Article VII hereof, the Company's assets shall be liquidated in an orderly manner. The Managers (or, at the Managers' election, another Person selected by a Majority of the Managers) shall be the liquidator to wind up the affairs of the Company pursuant to this Agreement.

SECTION 8.02 **Liquidating Distributions.** The liquidator shall pay or provide for the satisfaction of the Company's liabilities and obligations to creditors. Any Net Profit or Net Loss realized in connection with the liquidation of the Company shall be allocated to the Member pursuant to Article VI hereof, and the remaining assets of the Company shall then be distributed to the Member. In performing its duties, the liquidator is authorized to sell, exchange or otherwise dispose of the assets of the Company in such reasonable manner as the liquidator shall determine to be in the best interest of the Company and the Member.

SECTION 8.03 **Expenses of Liquidator.** The expenses incurred by the liquidator in connection with winding up the Company, and all other losses or liabilities of the Company incurred in accordance with the terms of this Agreement, shall be borne by the Company.

SECTION 8.04 **Duration of Liquidation.** A reasonable time shall be allowed for the winding up of the affairs of the Company in order to minimize any losses otherwise associated with such a winding up.

SECTION 8.05 **Duty of Care.** The liquidator shall not be liable to the Company or the Member for any loss attributable to any act or omission of the liquidator in good faith and in a manner such liquidator reasonably believed to be in, or not opposed to, the best interests of the Company in connection with the liquidation of the Company and distribution of its assets and provided that such act or omission did not constitute gross negligence, willful misconduct or a material breach of this Agreement. The liquidator may consult with counsel, investment banking firms, consultants and accountants with respect to liquidating the Company and distributing its assets and may act or omit to act in accordance with the advice of such counsel, investment banking firms, consultants or accountants, provided they shall have been selected with reasonable care.

SECTION 8.06 **No Liability for Return of Capital.** The liquidator(s), the Managers and their respective officers, directors, agents and Affiliates shall not be personally liable for the return of the Capital Contribution of the Member to the Company.

ARTICLE IX

TRANSFER OF INTERESTS

SECTION 9.01 Limitation on Transfer of Rights and Obligations of Managers. The Managers shall not assign, pledge, mortgage, hypothecate, sell or otherwise dispose of or encumber all or any part of their rights or obligations under this Agreement without the prior written consent of the Member.

SECTION 9.02 Transfer of Member Interests. Except as may otherwise be required to comply with applicable federal and state laws, the sole Member shall have the right to transfer all or any part of its interests in the Company by delivery to the Company of an assignment in writing duly executed by the Member.

ARTICLE X

INDEMNIFICATION

SECTION 10.01 General Provisions.

(a) Subject to the limitations set forth below in this Article X, each of the Managers, the Officers, the Affiliates of the Managers and the Officers, and the liquidator (if any), (each such Person being referred to hereafter as an "Indemnitee"), shall be indemnified by the Company (but only out of Company assets, including the proceeds of liability insurance) against any claim, demand, controversy, dispute, cost, loss, damage, expense (including attorneys' fees), judgment and/or liability incurred by or imposed upon the Indemnitee in connection with any action, suit or proceeding (including any proceeding before any administrative or legislative body or agency), to which the Indemnitee shall become a party or shall be threatened to become a party, by reason of the Indemnitee's being at the time the cause of action arose or thereafter, a Manager, an Officer, an Affiliate of a Manager or an Officer,, a liquidator (if any), or a director, officer, member, partner, employee, consultant or other agent of any other organization in which the Company owns an interest, which other organization the Indemnitee serves or has served as director, officer, manager, member, partner, employee, consultant or other agent at the request of the Company (whether or not the Indemnitee continues to serve in such capacity at the time such action, suit or proceeding is brought or threatened). Each Indemnitee may be entitled to such indemnification notwithstanding that the Company has sold, assigned, distributed or otherwise transferred its investment in such other organization prior to the time that such action, suit or proceeding is brought or threatened.

(b) The Indemnitee shall not be indemnified with respect to matters as to which the Indemnitee shall have been finally adjudicated in any such action, suit or proceeding (i) not to have acted in good faith and in the reasonable belief that the Indemnitee's action was in accordance with such Person's obligations to the Company or to have acted with gross negligence or a willful disregard of his duties, or in breach of his fiduciary obligations, or (ii) with respect to any criminal action or proceeding, not to have had cause to believe beyond any reasonable doubt the Indemnitee's conduct was criminal. In the event of settlement of any action, suit or proceeding brought or threatened, the indemnification provided for in this Article X shall

apply to all matters covered by the settlement except for matters as to which the Company is advised by counsel (who may be counsel regularly retained to represent the Company) that the Person seeking indemnification, in the opinion of such counsel, did not act in good faith or acted with gross negligence or a willful disregard of such Person's duties, or in breach of such Person's fiduciary obligations, or, with respect to any criminal action or proceeding, that the Person seeking indemnification had reasonable cause to believe such Person's conduct was criminal.

(c) The right of indemnification provided for in this Article X shall be in addition to any rights to which any Indemnitee may otherwise be entitled and shall inure to the benefit of the executors, administrators, personal representatives, successors or assigns of each such Indemnitee. Such Indemnitee shall first use reasonable efforts to pursue other readily available sources of indemnification before pursuing a claim for indemnification against the Company under this Article X.

SECTION 10.02 Advance Payment of Expenses. The Company shall pay the expenses incurred by an Indemnitee in defending a civil or criminal action, suit or proceeding, or in opposing any claim arising in connection with any potential or threatened civil or criminal action, suit or proceeding, in advance of the final disposition of such action, suit or proceeding, upon receipt of an undertaking by such Indemnitee satisfactory to the Managers to repay such payment if he shall be determined to be not entitled to indemnification therefor as provided herein; provided, however, that in such instance the Indemnitee is not commencing an action, suit, or proceeding against the Company, or defending an action, suit or proceeding commenced against the Indemnitee by the Company, or opposing a claim by the Company arising in connection with any such potential or threatened action, suit or proceeding.

SECTION 10.03 Insurance. At its election, the Managers may cause the Company to purchase and maintain insurance, at the expense of the Company and to the extent available, for the protection of the Managers, the Officers, the Affiliates of the Managers and the Officers, any liquidator, and the directors, officers, employees, consultants or other agents of any such Person, against any liability incurred by any such Person in any such capacity or arising out of his status as such, whether or not the Company has the power to indemnify such Person against such liability. The Managers may also cause the Company to purchase and maintain insurance for the protection of any officer, director, employee, consultant or other agent of any other organization in which the Company owns an interest or of which the Company is a creditor against similar liabilities, whether or not the Company has the power to indemnify any such Person against such liabilities.

ARTICLE XI

ACCOUNTING; RECORDS AND REPORTS

SECTION 11.01 Fiscal Year. The fiscal year of the Company shall be the calendar year, or such other year as required by the Code.

SECTION 11.02 Keeping of Accounts and Records. At all times the Managers shall cause to be kept proper and complete books of account, in which shall be entered fully and

accurately the transactions of the Company. Such books of account, together with (i) an executed copy of this Agreement (and any amendments hereto); (ii) the Certificate of the Company (and any amendments thereto); (iii) executed copies of any powers of attorney pursuant to which any of the aforesaid documents has been executed; and (iv) financial statements of the Company for each of the prior three years, shall at all times be maintained at the location specified in Section 1.02 hereof.

SECTION 11.03 **Inspection Rights.** Until the liquidation of the Company has been completed, the Member may examine the Company's books, records, accounts and assets, including bank balances, and may make, or cause to be made, any audit thereof at the Company's expense.

SECTION 11.04 **Reports.** The Managers shall prepare and transmit to the Member at the Company's expense such financial and other reports as shall be determined from time to time by the Member.

ARTICLE XII

WAIVER AND AMENDMENT

SECTION 12.01 **Waiver and Amendment.** Except for any waiver or amendment of the provisions of Sections 2.5 and 10.01 through 10.03 hereof which would adversely affect any Manager (or any Affiliate of a Manager), the terms and provisions of this Agreement may be waived, modified, terminated or amended at any time by the sole Member. The sole Member shall not waive or amend any provision of Sections 2.05 or 10.01 through 10.03 hereof in such a manner as would adversely affect any Manager (or any Affiliate of a Manager) without the written consent of such Manager.

ARTICLE XIII

GENERAL PROVISIONS

SECTION 13.01 **Notices.** Except where otherwise specifically provided in this Agreement, all notices, requests, consents, approvals and statements shall be in writing and shall be deemed to have been properly given by (i) personal delivery, (ii) first class mail, postage prepaid, (iii) electronic facsimile transmission, or (iv) courier service, addressed in each case: if to the Company, at the address where the Company's books and records are maintained as specified in Section 1.02 hereof; if to a Manager, at such Manager's address set forth in Schedule A; and if to the Member, to the Member's address set forth in Schedule A, or, in each case, to such other address or addresses (and/or by e-mail or other manner of delivery) as the addressee may have specified by written notice as aforesaid.

SECTION 13.02 **Binding on Successors**. This Agreement shall be binding upon and inure to the benefit of the respective heirs, successors, assigns and legal representatives of the parties hereto.

SECTION 13.03 **Counterparts.** This Agreement or any amendment hereto may be signed in any number of counterparts, each of which shall be an original, but all of which taken together shall constitute one agreement (or amendment, as the case may be).

SECTION 13.04 **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware.

SECTION 13.05 **Construction.** Whenever the content of this Agreement permits, the masculine gender shall include the feminine and neuter genders, and reference to singular or plural shall be interchangeable with the other. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the other provisions, and this Agreement shall be construed and reformed in all respects as if any such invalid or unenforceable provision(s) were omitted in order to give effect to the intent and purposes of this Agreement. References in this Agreement to particular sections of the Code or the Delaware Act shall be deemed to refer to such sections or provisions of the Code or the Delaware Act (or any successor legislation) as they may be amended after the date of this Agreement.

ARTICLE XIV

CERTAIN DEFINITIONS

SECTION 14.01 **Certain Definitions**. For purposes of this Agreement, the following terms have the respective meanings set forth below:

"Affiliate" means, with respect to the Person to which it refers, a Person that either (i) directly or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with, such Person or (ii) is the successor or assign to such Person.

"Agreement" means this Limited Liability Company Agreement, as it may be subsequently amended or restated in accordance with its terms.

"Capital Contribution" means the aggregate amount of cash or other property contributed by the Member to the Company pursuant to this Agreement.

"Certificate" means the certificate of formation of the Company and any amendments or restatements thereof as filed with the Delaware Secretary of State under the Delaware Act.

"Code" means the United States Internal Revenue Code of 1986 and the rules and regulations promulgated thereunder, as amended from time to time, or any successor statute thereto.

"Delaware Act" means the Delaware Limited Liability Company Act, as amended from time to time.

"Distributable Cash" means all cash of the Company that the Managers determine is available for distribution to the Member after the payment or provision for payment by the Company of all expenses incurred by the Company and in collecting any amounts then owed to the Company and so attributable.

“Indemnitee” shall have the meaning set forth in Section 10.01.

“Majority of the Managers” means (i) at least four of the Managers if there are then six Managers, (ii) at least three of the Managers if there are then five or four Managers, (iii) at least two of the Managers if there are then three Managers, and (ii) both of the Managers if there are then only two Managers.

“Manager” means each of the Persons then serving as a Manager of the Company in accordance to Section 2.01 hereof, in his capacity as a Manager of the LLC.

“Member” means Clean Harbors Disposal Services, Inc., a Delaware corporation.

“Net Profit” or “Net Loss” means, with respect to any fiscal year, the sum of the Company’s: (a) net profit or loss as determined in accordance with the Code and the Regulations thereunder, and (b) any income exempt from federal income tax, after deduction of all expenses properly chargeable to the Company for such fiscal year (whether deductible or non-deductible and whether described in Section 705(a)(2)(B) of the Code, treated as so described pursuant to Treasury Regulations Section 1.704-1(b)(2)(iv)(i), or otherwise). For this purpose, Net Profit or Net Loss shall be determined in accordance with tax accounting principles rather than generally accepted accounting principles, and any expenses required to be capitalized and included in the Company’s adjusted tax basis in any asset or which reduce the amount realized by the Company on the disposition of any asset shall be disregarded.

“Officers” means the President, the Senior Vice President, the Treasurer, the Secretary, and any such other officers of the Company as shall be elected by a Majority of the Managers or the sole Member in accordance with Section 2.02(a) hereof.

“Person” means any individual, general partnership, limited partnership, limited liability company, corporation, joint venture, trust, business trust, cooperative or association and the heirs, executors, administrators, legal representative, successors and assigns of such Person where the context so admits.

“Treasury Regulations” mean the Regulations promulgated by the United States Department of the Treasury under the Code, as amended.

IN WITNESS WHEREOF, the undersigned have executed this Limited Liability Company Agreement as of the effective date first above written.

MANAGERS:

/s/ Eric W. Gerstenberg
Eric W. Gerstenberg

/s/ Gene A. Cookson
Gene A. Cookson

/s/ Stephen H. Moynihan
Stephen H. Moynihan

/s/ Roger A. Koenecke
Roger A. Koenecke

/s/ Carl Paschetag
Carl Paschetag

/s/ William J. Geary
William J. Geary

MEMBER:

CLEAN HARBORS DISPOSAL SERVICES, INC.

By: /s/ Stephen H. Moynihan
Stephen H. Moynihan
Senior Vice President

SAWYER DISPOSAL SERVICES, LLC

SCHEDULE A

Name and Address

Managers:

Eric W. Gerstenberg
c/o Clean Harbors, Inc.
1501 Washington Street
Braintree, MA 02184

Gene A. Cookson
c/o Clean Harbors, Inc.
1501 Washington Street
Braintree, MA 02184

Stephen H. Moynihan
c/o Clean Harbors, Inc.
1501 Washington Street
Braintree, MA 02184

Roger A. Koenecke
c/o Clean Harbors, Inc.
1501 Washington Street
Braintree, MA 02184

Carl Paschetag
c/o Clean Harbors, Inc.
1501 Washington Street
Braintree, MA 02184

William J. Geary
c/o Clean Harbors, Inc.
1501 Washington Street
Braintree, MA 02184

Sole Member:

Clean Harbors Disposal Services, Inc.
1501 Washington Street
Braintree, MA 02184

Exhibit 3.65

Clean Harbors Chemical Sales, LLC

CERTIFICATE OF FORMATION

Pursuant to the provisions of Section 18-201 of the Limited Liability Company Act of the State of Delaware (the "Act"), the undersigned, being duly authorized, hereby certifies and states as follows:

1. Name of the Limited Liability Company. The name of the limited liability company formed hereby is Clean Harbors Chemical Sales, LLC (the "LLC").

2. Registered Agent and Office of the LLC. The name of the registered agent of the LLC in the State of Delaware is Capitol Corporate Services, Inc. and the registered office address of the registered agent for the purposes of Section 18-104 of the Act is 32 Loockerman Square, Suite 109, Dover, Kent County, Delaware 19901.

IN WITNESS WHEREOF, the undersigned hereby affirms that the facts stated herein are true, this 30th day of April, 2002.

/s/ C. Michael Malm
C. Michael Malm, Authorized Person

Clean Harbors Chemical Sales, LLC

CERTIFICATE OF AMENDMENT

Pursuant to the provisions of Section 18-202 of the Limited Liability Company Act of the State of Delaware (the "Act"), the undersigned, being duly authorized, hereby certifies and states as follows:

1. Name of the Limited Liability Company. The name of the limited liability company is Clean Harbors Chemical Sales, LLC (the "LLC").

2. Amendment. The name of the LLC as set forth in the Certificate of formation, filed with the Delaware Secretary of State on May 1, 2002, is hereby changed to Chemical Sales, LLC.

IN WITNESS WHEREOF, the undersigned hereby affirms that the facts stated herein are true, this 28th day of August, 2002.

/s/ Fred C. Chase
Fred C. Chase, Authorized Person

Chemical Sales, LLC

CERTIFICATE OF AMENDMENT

Pursuant to the provisions of Section 18-202 of the Limited Liability Company Act of the State of Delaware (the "Act"), the undersigned, being duly authorized, hereby certifies and states as follows:

1. Name of the Limited Liability Company. The name of the limited liability company is Chemical Sales, LLC (the "LLC").

2. Amendment. The name of the LLC as set-forth in the Certificate of Formation, filed with the Delaware Secretary of State on May 1, 2002, is hereby changed to Service Chemical, LLC.

IN WITNESS WHEREOF, the undersigned hereby affirms that the facts stated herein are true, this 22nd day of October, 2002.

/s/ C. Michael Malm
C. Michael Malm, Authorized Person

SERVICE CHEMICAL, LLC

(F/K/A CLEAN HARBORS CHEMICAL SALES, LLC)

LIMITED LIABILITY COMPANY AGREEMENT

LIMITED LIABILITY COMPANY AGREEMENT effective as of May 1, 2002, by and among Eric W. Gerstenberg, Gene A. Cookson, Stephen H. Moynihan, Roger A. Koenecke, Carl Paschetag, and William J. Geary, as Managers; and Clean Harbors Disposal Services, Inc., a Delaware corporation, as the sole Member. Certain capitalized terms used herein have the respective meanings set forth in Section 14.01 hereof.

ARTICLE I
CAPITAL CORPORATE SERVICES, INC.,
ORGANIZATION

SECTION 1.01 **Formation of the Company.** Clean Harbors Chemical Sales, LLC (the "Company") has been formed as a limited liability company under the Delaware Limited Liability Company Act *(6 Del. C § 18-101, et seq.)*, as amended from time to time (the "Delaware Act"), through the filing of the Certificate with the Delaware Secretary of State on the effective date of this Agreement. The parties hereto agree to conduct the business of the Company in accordance with the provisions of the Act and of this Agreement.

SECTION 1.02 **Name, Registered Office, and Maintenance of Books and Records.** The name of the Company is "Clean Harbors Chemical Sales, LLC." The initial address of the Company's registered office in Delaware is 32 Lookerman Square, Suite 109, Dover, Dent County, Delaware 19901, and its initial agent at such address for service of process is Capitol Corporate Services, Inc. The Company's books and records shall be maintained at c/o Clean Harbors, Inc., 1501 Washington Street, Braintree, Massachusetts 02184. A Majority of the Managers may change the location at which the Company's books and records shall be maintained to such other location within the United States as such Managers may determine at any time, upon written notice to the Member stating such new location. A Majority of the Managers may also change the Company's registered agent from time to time in their sole discretion.

SECTION 1.03 **Purposes.** The purposes and objectives of the Company are to own, lease, manage and/or operate a licensed hazardous waste facility, to provide environmental services, and to engage in any other lawful activities allowed to be conducted by a limited liability company.

SECTION 1.04 **Powers.** Subject to the terms of this Agreement, and consistent with the purposes stated in Section 1.03 hereof, the Company shall have the following powers: (i) to enter into all agreements and engage in all activities and transactions necessary or advisable to carry out the Company's purposes; and (ii) to have all other powers available to it as a limited liability company organized under the laws of the State of Delaware. Without limitation of the foregoing, the Company shall have the powers: to acquire and dispose of assets and other property; to act as a general partner, limited partner, manager and/or member of any other

Person; negotiate, enter into, and modify agreements including, without limitation, partnership agreements, limited liability company agreements, and leases or subleases of any real estate or personal property; to incur obligations for and in connection with its business; to borrow money and provide guarantees for the obligations of other Persons and, if required by any lender, as security therefor to mortgage, pledge and grant security interests in all or any part of the assets and other property owned by the Company; to repay, in whole or in part, refinance, consolidate, recast, increase, modify or extend any loans which may affect any of the assets and other property owned by the Company; and to execute any and all other documents and instruments and exercise all powers necessary or appropriate to carry out the business of the Company.

ARTICLE II

CONDUCT AND MANAGEMENT OF THE LLC

SECTION 2.01 Managers. Except as otherwise provided in this Agreement for actions which require or permit approval by the sole Member, the business of the Company shall be under the control of the Managers. The names and current addresses of the initial Managers are as described in Schedule A hereto. One or more substitute or additional Managers may be elected at any time in the future by the sole Member. Each of the original Managers and any such substitute or additional Managers shall serve as a Manager until either (i) his voluntary resignation as a Manager, or (ii) his removal as a Manager with or without cause at any time by a Majority of the Managers or the sole Member. The Managers shall not be required to make any Capital Contributions to the Company.

SECTION 2.02 Officers.

(a) In order to facilitate the day-to-day operation of the Company's business, the Company shall have the following Officers: a President, Senior Vice Presidents, a Treasurer and a Secretary, and any such additional Officers as a Majority of the Managers may from time to time deem appropriate. The President shall be a Manager, but none of the other Officers need be a Manager. Unless otherwise determined from time to time by a Majority of the Managers or by the sole Member, Eric W. Gerstenberg shall be the President, Steven H. Moynihan shall be a Senior Vice President and an Assistant Treasurer, Roger Koenecke shall be a Senior Vice President, Carl Paschetag shall be the Treasurer, William J. Geary shall be a Vice President and the Assistant Secretary, and C. Michael Malm shall be Secretary. Unless otherwise determined from time to time by a Majority of the Managers or the sole Member, the President shall be the chief executive officer of the LLC, the Treasurer shall be responsible for maintaining the funds and financial books and records of the LLC, and the Secretary shall be responsible for maintaining the records of actions (whether by written consent or meeting) of the Managers and of the sole Member and the other non-financial records of the LLC. Each of the Officers of the LLC may be removed (and his successors elected) at any time by a Majority of the Managers or the sole Member.

(b) Except as may otherwise be determined from time to time by a Majority of the Managers or the sole Member, the Managers hereby delegate to the President and any Senior Vice President then in office full authority to act on behalf of the LLC. Except as may otherwise be determined from time to time by a Majority of the Managers or the sole Member, each of the

President and Senior Vice Presidents shall have, without further approval or consent of any of the other Managers or the sole Member, full authority: to acquire and dispose of assets and other property on behalf of the LLC; to negotiate, enter into, execute or modify agreements on behalf of the LLC including, without limitation, partnership agreements, limited liability company agreements, and leases or subleases of any real estate or personal property; to incur obligations for and on behalf of the LLC for and in connection with its business; to borrow money and provide guarantees for the obligations of other Persons and, if required by any lender, as security therefor to mortgage, pledge and grant security interests in all or any part of the assets and other property owned by the Company; to repay, in whole or in part, refinance, consolidate, recast, increase, modify or extend any loans which may affect any of the assets and other property owned by the Company; and to execute any and all other documents and instruments and exercise all powers necessary or appropriate to carry out the business of the Company.

SECTION 2.03 Authorization.

(a) Every contract, agreement, and other instrument executed on behalf of the Company by any Manager, the President or any Senior Vice President, or by another Officer of the Company, if such execution is authorized by a Majority of the Managers, shall be conclusive evidence in favor of every person or entity relying thereon or claiming thereunder that at the time of the delivery thereof (i) the Company was in existence, (ii) this Agreement had not been terminated or canceled or amended in any manner so as to restrict such authority (except as shown in the Certificate or other instrument duly filed with the Secretary of State of the State of Delaware), and (iii) the execution and delivery of such instrument were duly authorized by the Managers and/or the sole Member to the extent required.

(b) Any person or entity dealing with the Company may always rely on a certificate signed by any Manager, the President, any Senior Vice President, the Secretary or an Assistant Secretary:

(i) as to who are the Managers, the Officers or the Member of the Company,

(ii) as to the existence or nonexistence of any fact or facts which (A) constitute conditions precedent to acts by the Company, or (B) are in any other manner germane to the affairs of the Company,

(iii) as to who is authorized to execute and deliver any instrument or document on behalf of the Company,

(iv) as to the authenticity of any copy of this Agreement and amendments thereto, or

(v) as to any act or failure to act by the Company, or as to any other matter whatsoever involving the Company or any Manager or Officer or Member of the Company.

SECTION 2.04 Actions by Managers or the Sole Member. Approval of any action by the Company which under the terms of this Agreement requires approval by a Majority of the Managers may be granted either by a written consent signed by a Majority of the Managers or by an affirmative vote of a Majority of the Managers at a meeting held for such purpose either with

or without prior notice. Any Manager may participate in any such meeting by telephone if all Managers participating in any such meeting shall be able to hear the other participating Managers. The participation of a Majority of the Managers shall constitute a quorum for all purposes. If any action is approved by a Majority of the Managers but any Manager shall not sign any written consent by which, or shall not participate in any meeting at which, such approval was granted, the Secretary of the Company shall promptly provide to such Manager following the date of such written consent or meeting a copy of such written consent or minutes of such meeting. Any action taken by the sole Member under the terms of this Agreement shall be by written consent of the sole Member.

SECTION 2.05 Duty of Care. The sole Member acknowledges that decisions concerning the Company's activities will involve the exercise of judgment and a risk of loss. The Managers, the Officers and their Affiliates shall not be liable to the Company or the Member for any loss suffered by the Company or the Member which arises out of any action or omission of a Manager, an Officer or any Affiliate of a Manager or an Officer, provided that (i) such Manager, Officer or Affiliate determined, in good faith, that such course of conduct was in, or not opposed to, the best interest of the Company or was otherwise permitted by this Agreement, and (ii) such course of conduct did not constitute gross negligence or willful malfeasance, a material breach of this Agreement, or an intentional violation of federal or state law by such Manager, Officer or Affiliate. The Managers, the Officers, and their Affiliates shall not be liable for the negligence, whether of omission or commission, dishonesty or bad faith of any employee, broker or other agent of the Company selected by the Managers or the Officers with reasonable care. Furthermore, the Managers, the Officers, and their Affiliates shall be entitled to indemnification by the Company to the extent provided in Article X hereof.

ARTICLE III

MEMBER

SECTION 3.01 Name, Address, and Capital Contribution. The name and current address of the sole Member are as described in Schedule A hereto. On and after the date of this Agreement, the Member shall make to the Company either in cash or in other tangible or intangible property such Capital Contributions as shall be determined by the Member. The Treasurer shall record the Member's Capital Contributions on the financial records of the Company.

SECTION 3.02 Limited Liability. In accordance with the Delaware Act, the liability of the Member to the Company and its creditors shall be limited to (i) any unpaid Capital Contribution which the Member has agreed to make to the Company; (ii) the amount of any distribution previously received from the Company which the Member may be required to return to the Company pursuant to Section 18-607(b) of the Delaware Act; and (iii) the unpaid balance of any other payments (if any) that the Member expressly is required, pursuant to this Agreement, to make to the Company.

SECTION 3.03 No Control of Company. Except as otherwise provided in this Agreement, the Member, in its capacity as such, shall not take part in the management or control

of the affairs of the Company, or undertake any transactions on behalf of the Company, or have any power to sign for or otherwise to bind the Company.

SECTION 3.04 **Dissolution, Liquidation or Bankruptcy.** The dissolution, liquidation or bankruptcy of the Member shall not result in the termination of the Company, but the rights of the Member under this Agreement shall accrue to the Member's successors, estate or legal representatives. Except as expressly provided in this Agreement, no other event affecting the Member (including but not limited to insolvency) shall affect this Agreement.

ARTICLE IV

EXPENSES AND COMPENSATION

SECTION 4.01 **No Management Fee.** The Company shall not be obligated to pay to the Managers (or any Affiliate of the Managers) any management fee or similar compensation. However, the Managers shall be entitled to receive compensation from the Member and its Affiliates in the Managers' respective capacities as officers and employees of the Member and its Affiliates.

SECTION 4.02 **Expenses.** The Company shall be responsible for the payment from its own funds of all of the Company's expenses.

ARTICLE V

DISTRIBUTIONS

SECTION 5.01 **Amount, Timing and Form.** The Managers shall determine in their discretion the amount, timing and form of all distributions of Distributable Cash to be made by the Company to the sole Member.

ARTICLE VI

TAX ALLOCATIONS

SECTION 6.01 **Allocations of Net Profit or Net Loss.** As described in Articles II, III and V above, the sole Member shall be responsible for all Capital Contributions to the Company, and the Company shall make all distributions to the Member. All distributions of Net Profit or Net Loss by the Company will accordingly be made to the Member. The Company shall therefore be treated for U.S. federal income tax purposes as a "disregarded entity" of which all of the beneficial interests are held by the sole Member.

ARTICLE VII

DURATION OF THE COMPANY

SECTION 7.01 **Term of Company.** The term of the Company commenced on the filing of the Certificate with the Delaware Secretary of State and shall continue until the date on which the Company is dissolved as provided in Sections 7.02 or 7.03 or by operation of law.

SECTION 7.02 **Dissolution Upon Sale of Assets**. The Company shall be dissolved in the event of the sale or distribution by the Company of all or substantially all of the assets of the Company.

SECTION 7.03 **Dissolution by Written Consent of Member.** The sole Member may dissolve the Company at any time by written consent executed by the Member and a copy of which shall be provided to the Managers.

ARTICLE VIII

LIQUIDATION OF THE COMPANY

SECTION 8.01 **General Provisions.** Following the dissolution of the Company in accordance with Article VII hereof, the Company's assets shall be liquidated in an orderly manner. The Managers (or, at the Managers' election, another Person selected by a Majority of the Managers) shall be the liquidator to wind up the affairs of the Company pursuant to this Agreement.

SECTION 8.02 **Liquidating Distributions.** The liquidator shall pay or provide for the satisfaction of the Company's liabilities and obligations to creditors. Any Net Profit or Net Loss realized in connection with the liquidation of the Company shall be allocated to the Member pursuant to Article VI hereof, and the remaining assets of the Company shall then be distributed to the Member. In performing its duties, the liquidator is authorized to sell, exchange or otherwise dispose of the assets of the Company in such reasonable manner as the liquidator shall determine to be in the best interest of the Company and the Member.

SECTION 8.03 **Expenses of Liquidator.** The expenses incurred by the liquidator in connection with winding up the Company, and all other losses or liabilities of the Company incurred in accordance with the terms of this Agreement, shall be borne by the Company.

SECTION 8.04 **Duration of Liquidation.** A reasonable time shall be allowed for the winding up of the affairs of the Company in order to minimize any losses otherwise associated with such a winding up.

SECTION 8.05 **Duty of Care.** The liquidator shall not be liable to the Company or the Member for any loss attributable to any act or omission of the liquidator in good faith and in a manner such liquidator reasonably believed to be in, or not opposed to, the best interests of the Company in connection with the liquidation of the Company and distribution of its assets and provided that such act or omission did not constitute gross negligence, willful misconduct or a material breach of this Agreement. The liquidator may consult with counsel, investment banking firms, consultants and accountants with respect to liquidating the Company and distributing its assets and may act or omit to act in accordance with the advice of such counsel, investment banking firms, consultants or accountants, provided they shall have been selected with reasonable care.

SECTION 8.06 **No Liability for Return of Capital.** The liquidator(s), the Managers and their respective officers, directors, agents and Affiliates shall not be personally liable for the return of the Capital Contribution of the Member to the Company.

ARTICLE IX

TRANSFER OF INTERESTS

SECTION 9.01 Limitation on Transfer of Rights and Obligations of Managers. The Managers shall not assign, pledge, mortgage, hypothecate, sell or otherwise dispose of or encumber all or any part of their rights or obligations under this Agreement without the prior written consent of the Member.

SECTION 9.02 Transfer of Member Interests. Except as may otherwise be required to comply with applicable federal and state laws, the sole Member shall have the right to transfer all or any part of its interests in the Company by delivery to the Company of an assignment in writing duly executed by the Member.

ARTICLE X

INDEMNIFICATION

SECTION 10.01 General Provisions.

(a) Subject to the limitations set forth below in this Article X, each of the Managers, the Officers, the Affiliates of the Managers and the Officers, and the liquidator (if any), (each such Person being referred to hereafter as an "Indemnitee"), shall be indemnified by the Company (but only out of Company assets, including the proceeds of liability insurance) against any claim, demand, controversy, dispute, cost, loss, damage, expense (including attorneys' fees), judgment and/or liability incurred by or imposed upon the Indemnitee in connection with any action, suit or proceeding (including any proceeding before any administrative or legislative body or agency), to which the Indemnitee shall become a party or shall be threatened to become a party, by reason of the Indemnitee's being at the time the cause of action arose or thereafter, a Manager, an Officer, an Affiliate of a Manager or an Officer,, a liquidator (if any), or a director, officer, member, partner, employee, consultant or other agent of any other organization in which the Company owns an interest, which other organization the Indemnitee serves or has served as director, officer, manager, member, partner, employee, consultant or other agent at the request of the Company (whether or not the Indemnitee continues to serve in such capacity at the time such action, suit or proceeding is brought or threatened). Each Indemnitee may be entitled to such indemnification notwithstanding that the Company has sold, assigned, distributed or otherwise transferred its investment in such other organization prior to the time that such action, suit or proceeding is brought or threatened.

(b) The Indemnitee shall not be indemnified with respect to matters as to which the Indemnitee shall have been finally adjudicated in any such action, suit or proceeding (i) not to have acted in good faith and in the reasonable belief that the Indemnitee's action was in accordance with such Person's obligations to the Company or to have acted with gross negligence or a willful disregard of his duties, or in breach of his fiduciary obligations, or (ii) with respect to any criminal action or proceeding, not to have had cause to believe beyond any reasonable doubt the Indemnitee's conduct was criminal. In the event of settlement of any action, suit or proceeding brought or threatened, the indemnification provided for in this Article X shall

apply to all matters covered by the settlement except for matters as to which the Company is advised by counsel (who may be counsel regularly retained to represent the Company) that the Person seeking indemnification, in the opinion of such counsel, did not act in good faith or acted with gross negligence or a willful disregard of such Person's duties, or in breach of such Person's fiduciary obligations, or, with respect to any criminal action or proceeding, that the Person seeking indemnification had reasonable cause to believe such Person's conduct was criminal.

(c) The right of indemnification provided for in this Article X shall be in addition to any rights to which any Indemnitee may otherwise be entitled and shall inure to the benefit of the executors, administrators, personal representatives, successors or assigns of each such Indemnitee. Such Indemnitee shall first use reasonable efforts to pursue other readily available sources of indemnification before pursuing a claim for indemnification against the Company under this Article X.

SECTION 10.02 Advance Payment of Expenses. The Company shall pay the expenses incurred by an Indemnitee in defending a civil or criminal action, suit or proceeding, or in opposing any claim arising in connection with any potential or threatened civil or criminal action, suit or proceeding, in advance of the final disposition of such action, suit or proceeding, upon receipt of an undertaking by such Indemnitee satisfactory to the Managers to repay such payment if he shall be determined to be not entitled to indemnification therefor as provided herein; provided, however, that in such instance the Indemnitee is not commencing an action, suit, or proceeding against the Company, or defending an action, suit or proceeding commenced against the Indemnitee by the Company, or opposing a claim by the Company arising in connection with any such potential or threatened action, suit or proceeding.

SECTION 10.03 Insurance. At its election, the Managers may cause the Company to purchase and maintain insurance, at the expense of the Company and to the extent available, for the protection of the Managers, the Officers, the Affiliates of the Managers and the Officers, any liquidator, and the directors, officers, employees, consultants or other agents of any such Person, against any liability incurred by any such Person in any such capacity or arising out of his status as such, whether or not the Company has the power to indemnify such Person against such liability. The Managers may also cause the Company to purchase and maintain insurance for the protection of any officer, director, employee, consultant or other agent of any other organization in which the Company owns an interest or of which the Company is a creditor against similar liabilities, whether or not the Company has the power to indemnify any such Person against such liabilities.

ARTICLE XI

ACCOUNTING; RECORDS AND REPORTS

SECTION 11.01 Fiscal Year. The fiscal year of the Company shall be the calendar year, or such other year as required by the Code.

SECTION 11.02 Keeping of Accounts and Records. At all times the Managers shall cause to be kept proper and complete books of account, in which shall be entered fully and

accurately the transactions of the Company. Such books of account, together with (i) an executed copy of this Agreement (and any amendments hereto); (ii) the Certificate of the Company (and any amendments thereto); (iii) executed copies of any powers of attorney pursuant to which any of the aforesaid documents has been executed; and (iv) financial statements of the Company for each of the prior three years, shall at all times be maintained at the location specified in Section 1.02 hereof.

SECTION 11.03 Inspection Rights. Until the liquidation of the Company has been completed, the Member may examine the Company's books, records, accounts and assets, including bank balances, and may make, or cause to be made, any audit thereof at the Company's expense.

SECTION 11.04 Reports. The Managers shall prepare and transmit to the Member at the Company's expense such financial and other reports as shall be determined from time to time by the Member.

ARTICLE XII

WAIVER AND AMENDMENT

SECTION 12.01 Waiver and Amendment. Except for any waiver or amendment of the provisions of Sections 2.5 and 10.01 through 10.03 hereof which would adversely affect any Manager (or any Affiliate of a Manager), the terms and provisions of this Agreement may be waived, modified, terminated or amended at any time by the sole Member. The sole Member shall not waive or amend any provision of Sections 2.05 or 10.01 through 10.03 hereof in such a manner as would adversely affect any Manager (or any Affiliate of a Manager) without the written consent of such Manager.

ARTICLE XIII

GENERAL PROVISIONS

SECTION 13.01 Notices. Except where otherwise specifically provided in this Agreement, all notices, requests, consents, approvals and statements shall be in writing and shall be deemed to have been properly given by (i) personal delivery, (ii) first class mail, postage prepaid, (iii) electronic facsimile transmission, or (iv) courier service, addressed in each case: if to the Company, at the address where the Company's books and records are maintained as specified in Section 1.02 hereof; if to a Manager, at such Manager's address set forth in Schedule A; and if to the Member, to the Member's address set forth in Schedule A, or, in each case, to such other address or addresses (and/or by e-mail or other manner of delivery) as the addressee may have specified by written notice as aforesaid.

SECTION 13.02 Binding on Successors. This Agreement shall be binding upon and inure to the benefit of the respective heirs, successors, assigns and legal representatives of the parties hereto.

SECTION 13.03 **Counterparts.** This Agreement or any amendment hereto may be signed in any number of counterparts, each of which shall be an original, but all of which taken together shall constitute one agreement (or amendment, as the case may be).

SECTION 13.04 **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware.

SECTION 13.05 **Construction.** Whenever the content of this Agreement permits, the masculine gender shall include the feminine and neuter genders, and reference to singular or plural shall be interchangeable with the other. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the other provisions, and this Agreement shall be construed and reformed in all respects as if any such invalid or unenforceable provision(s) were omitted in order to give effect to the intent and purposes of this Agreement. References in this Agreement to particular sections of the Code or the Delaware Act shall be deemed to refer to such sections or provisions of the Code or the Delaware Act (or any successor legislation) as they may be amended after the date of this Agreement.

ARTICLE XIV

CERTAIN DEFINITIONS

SECTION 14.01 **Certain Definitions**. For purposes of this Agreement, the following terms have the respective meanings set forth below:

"Affiliate" means, with respect to the Person to which it refers, a Person that either (i) directly or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with, such Person or (ii) is the successor or assign to such Person.

"Agreement" means this Limited Liability Company Agreement, as it may be subsequently amended or restated in accordance with its terms.

"Capital Contribution" means the aggregate amount of cash or other property contributed by the Member to the Company pursuant to this Agreement.

"Certificate" means the certificate of formation of the Company and any amendments or restatements thereof as filed with the Delaware Secretary of State under the Delaware Act.

"Code" means the United States Internal Revenue Code of 1986 and the rules and regulations promulgated thereunder, as amended from time to time, or any successor statute thereto.

"Delaware Act" means the Delaware Limited Liability Company Act, as amended from time to time.

"Distributable Cash" means all cash of the Company that the Managers determine is available for distribution to the Member after the payment or provision for payment by the Company of all expenses incurred by the Company and in collecting any amounts then owed to the Company and so attributable.

“Indemnitee” shall have the meaning set forth in Section 10.01.

“Majority of the Managers” means (i) at least four of the Managers if there are then six Managers, (ii) at least three of the Managers if there are then five or four Managers, (iii) at least two of the Managers if there are then three Managers, and (ii) both of the Managers if there are then only two Managers.

“Manager” means each of the Persons then serving as a Manager of the Company in accordance to Section 2.01 hereof, in his capacity as a Manager of the LLC.

“Member” means Clean Harbors Disposal Services, Inc., a Delaware corporation.

“Net Profit” or “Net Loss” means, with respect to any fiscal year, the sum of the Company’s: (a) net profit or loss as determined in accordance with the Code and the Regulations thereunder, and (b) any income exempt from federal income tax, after deduction of all expenses properly chargeable to the Company for such fiscal year (whether deductible or non-deductible and whether described in Section 705(a)(2)(B) of the Code, treated as so described pursuant to Treasury Regulations Section 1.704-1(b)(2)(iv)(i), or otherwise). For this purpose, Net Profit or Net Loss shall be determined in accordance with tax accounting principles rather than generally accepted accounting principles, and any expenses required to be capitalized and included in the Company’s adjusted tax basis in any asset or which reduce the amount realized by the Company on the disposition of any asset shall be disregarded.

“Officers” means the President, the Senior Vice President, the Treasurer, the Secretary, and any such other officers of the Company as shall be elected by a Majority of the Managers or the sole Member in accordance with Section 2.02(a) hereof.

“Person” means any individual, general partnership, limited partnership, limited liability company, corporation, joint venture, trust, business trust, cooperative or association and the heirs, executors, administrators, legal representative, successors and assigns of such Person where the context so admits.

“Treasury Regulations” mean the Regulations promulgated by the United States Department of the Treasury under the Code, as amended.

IN WITNESS WHEREOF, the undersigned have executed this Limited Liability Company Agreement as of the effective date first above written.

MANAGERS:

/s/ Eric W. Gerstenberg
Eric W. Gerstenberg

/s/ Gene A. Cookson
Gene A. Cookson

/s/ Stephen H. Moynihan
Stephen H. Moynihan

/s/ Roger A. Koenecke
Roger A. Koenecke

/s/ Carl Paschetag
Carl Paschetag

/s/ William J. Geary
William J. Geary

MEMBER:

CLEAN HARBORS DISPOSAL SERVICES, INC.

By: /s/ Stephen H. Moynihan
Stephen H. Moynihan
Senior Vice President

CLEAN HARBORS CHEMICAL SALES, LLC

SCHEDULE A

Name and Address

Managers:

Eric W. Gerstenberg
c/o Clean Harbors, Inc.
1501 Washington Street
Braintree, MA 02184

Gene A. Cookson
c/o Clean Harbors, Inc.
1501 Washington Street
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Braintree, MA 02184

Sole Member:

Clean Harbors Disposal Services, Inc.
1501 Washington Street
Braintree, MA 02184

Exhibit 3.66

CERTIFICATE OF INCORPORATION
OF
SPRING GROVE RESOURCE RECOVERY, INC.

ARTICLE I

The name of the corporation is Spring Grove Resource Recovery, Inc.

ARTICLE II

The address of the corporation's registered office in the State of Delaware is Corporation Trust Center, 1209 Orange Street, County of New Castle, Wilmington, Delaware 19801. The name of its registered agent at such address is The Corporation Trust Company.

ARTICLE III

The nature of the business or purposes to be conducted or promoted by the corporation is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of the State of Delaware.

ARTICLE IV

The total number of shares of stock which the corporation shall have authority to issue is one thousand (1,000) shares of common stock of the par value of one cent ($.01) each.

The exclusive voting power of the corporation shall be vested in the common stock of the corporation. Each share of common stock shall entitle the holder thereof to one vote at all meetings of the stockholders of the corporation.

ARTICLE V

The corporation shall indemnify its directors and officers, and may indemnify its employees and agents, to the extent permitted by the General Corporation Law of the State of Delaware.

ARTICLE VI

To the extent permitted by the General Corporation Law of the State of Delaware, no director of the corporation shall be personally liable to the corporation or its stockholders for monetary damages for breach of fiduciary duty as a director.

ARTICLE VII

The name and mailing address of each person who is to serve as an initial director of the corporation until the first annual meeting of stockholders of the corporation, or until his successor is elected and qualified, are set forth below:

Name	Address
Edgar J. Marston III	1200 Smith Street Suite 2400
	Houston, Texas 77002

ARTICLE VIII

The name and mailing address of the incorporator are as follows:

Name	Address
John L. Keffer	2900 South Tower
	Pennzoil Place
	Houston, Texas 77002

ARTICLE IX

In furtherance and not in limitation of the powers conferred by statute, the board of directors is expressly authorized to make, alter or repeal the bylaws of the corporation, but the stockholders may make additional bylaws and may alter or repeal any bylaw whether adopted by them or otherwise.

ARTICLE X

Elections of directors need not be by written ballot unless the bylaws of the corporation shall so provide.

Meetings of stockholders may be held within or without the State of Delaware, as the bylaws may provide. The books of the corporation may be kept (subject to any provision contained in the statutes of the State of Delaware) outside the State of Delaware at such place or places as may be designated from time to time by the board of directors or in the bylaws of the corporation.

ARTICLE XI

The corporation reserves the right to amend, alter, change or repeal any provision contained in this Certificate of Incorporation, in the manner now or hereafter prescribed by statute, and all rights conferred upon the directors or stockholders of the corporation herein or in any amendment hereof are granted subject to this reservation.

I, THE UNDERSIGNED, being the incorporator hereinabove named, for the purpose of forming a corporation pursuant to the General Corporation Law of the State of Delaware, do make this Certificate, hereby declaring and certifying that this is my act and deed and the facts herein stated are true, and accordingly have hereunto set my hand this 22nd day of June, 1990.

/s/ John L. Keffer
John L. Keffer

BYLAWS

OF

SPRING GROVE RESOURCE RECOVERY, INC.

ARTICLE I.

Meetings of Stockholders

Section 1. The annual meeting of stockholders shall be held at such date and time and at such place as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting, for the purposes of electing directors and of transacting such other business as may properly come before the meeting.

Section 2. Special meetings of the stockholders may be called at any time by any director. Upon written request of any person or persons who have duly called a special meeting, it shall be the duty of the Secretary of the Corporation to mail written notice of such meeting to the stockholders as provided in Section 4 of this Article I within five business days after receipt of the request and to give due notice thereof. If the Secretary shall neglect or refuse to fix the date of the meeting and give notice thereof, the person or persons calling the meeting may do so.

Section 3. Every annual or special meeting of the stockholders shall be held at such place within or without the State of Delaware as the Board of Directors may designate, or, in the absence of such designation, at the registered office of the Corporation in the State of Delaware.

Section 4. Written notice of every meeting of the stockholders shall be given by the Secretary of the Corporation to each stockholder of record entitled to vote at the meeting, by placing such notice in the mail at least ten days, but not more than sixty days, prior to the day named for the meeting addressed to each stockholder at his address appearing on the books of the Corporation or supplied by him to the Corporation for the purpose of notice.

Section 5. The Board of Directors may fix a date, not less than ten nor more than sixty days preceding the date of any meeting of stockholders, as a record date for the determination of stockholders entitled to notice of, or to vote at, any such meeting. The Board of Directors shall not close the books of the Corporation against transfers of shares during the whole or any part of such period.

Section 6. The notice of every meeting of the stock holders may be accompanied by a form of proxy approved by the Board of Directors in favor of such person or persons as the Board of Directors may select.

Section 7. Each stockholder shall be entitled, at every meeting of the stockholders, to one vote in person or by proxy for each share of the capital stock having voting power held by such stockholder, but no proxy shall be voted after three years from its date, unless the proxy provides for a longer period.

Section 8. Except as otherwise provided by law or by the Certificate of Incorporation of the Corporation, as from time to time amended, the presence in person or by proxy of the holders of a majority of the outstanding shares of stock of the Corporation entitled to vote thereat shall constitute a quorum at each meeting of the stockholders and all questions shall be decided by vote of the majority of the shares so represented in person or by proxy at the meeting and entitled to vote thereat. The stockholders present at any duly organized meeting may continue to do business until adjournment, notwithstanding the withdrawal of enough stockholders to leave less than a quorum.

Section 9. The holders of a majority of the shares of stock of the Corporation entitled to vote at any meeting, present in person or represented by proxy, whether a quorum is present or not, shall have the power to adjourn the meeting from time to time, without notice other than

announcement at the meeting, until a quorum shall be present or represented. At any such adjourned meeting at which a quorum shall be present, any action may be taken that could have been taken at the meeting originally called; provided, that if the adjournment is for more than thirty days, or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder of record entitled to vote at the adjourned meeting.

Section 10. The officer who has charge of the stock ledger of the Corporation shall prepare and make, at least ten days before every meeting of stockholders, a complete list of stockholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least ten days prior to the meeting, either at a place within the city where the meeting is to be held, which place shall be specified in the notice of the meeting, or, if not so specified, at the place where the meeting is to be held. The list shall also be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any stockholder who is present.

ARTICLE II.

Board of Directors

Section 1. The business, affairs and property of the Corporation shall be managed by or under the direction of the Board of Directors. The number of directors composing the initial Board of Directors shall be one. Upon resolution of the Board of Directors the number of directors may be increased or decreased, but no decrease shall have the effect of shortening the term of any incumbent director. Each director shall hold office until the annual meeting of stockholders next succeeding his election, and until his successor is duly elected and shall

qualify, or until his earlier death, resignation or removal. A director need not be a resident of the State of Delaware or a stockholder of the Corporation.

Section 2. Any vacancy in the Board of Directors, including vacancies resulting from an increase in the number of directors, shall be filled by a majority of the remaining members of the Board though less than a quorum. Any director elected to fill a vacancy shall hold office until the annual meeting of stockholders next succeeding his election, and until his successor has been duly elected and qualified, or until his earlier death, resignation or removal.

Section 3. Any director may resign at any time by written notice to the Corporation. Any such resignation shall take effect at the date of receipt of such notice or at any later time specified therein, and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 4. Regular meetings of the Board of Directors shall be held at such place or places within or without the State of Delaware, at such hour and on such day as may be fixed by resolution of the Board of Directors, without further notice of such meetings. The time or place of holding regular meetings of the Board of Directors may be changed by a majority of the Board by giving written notice thereof as provided in Section 6 of this Article II.

Section 5. Special meetings of the Board of Directors shall be held, whenever called by the Chairman of the Board or the President, by a majority of the directors or by resolution adopted by the Board of Directors, at such place or places within or without the State of Delaware as may be stated in the notice of the meeting.

Section 6. Written notice of the time and place of, and general nature of the business to be transacted at, all special meetings of the Board of Directors, and written notice of any change in the time or place of holding the regular meetings of the Board of Directors, shall be given to

each director either personally or by mail or telegraph at least one day before the day of the meeting; provided, however, that notice of any meeting need not be given to any director if waived by him in writing, or if he shall be present at such meeting except when the director attends for the express purpose of objecting, at the beginning of the meeting, to the transaction of any business on the grounds that the meeting is not lawfully called or convened.

Section 7. A majority of the directors in office shall constitute a quorum of the Board of Directors for the transaction of business; but a lesser number may adjourn from day to day until a quorum is present. Except as otherwise provided by law or in these Bylaws, all questions shall be decided by the vote of a majority of the directors present. Directors may participate in any meeting of the directors, and members of any committee of directors may participate in any meeting of such committee, by conference telephone or similar communications equipment by means of which all persons participating in such meeting can hear each other, and such participation shall constitute presence in person at any such meeting.

Section 8. Any action which may be taken at a meeting of the directors or members of any committee of directors may be taken without a meeting if a consent in writing setting forth the action so taken shall be signed by all of the directors or members of any committee of directors as the case may be and shall be filed with the Secretary of the Corporation. Such writing, which may be in counterparts, shall be manually executed if practicable; provided, however, that if circumstances so require, effect shall be given to written consent transmitted by telegraph, telex, telecopy or similar means of visual data transmission.

Section 9. Directors shall be entitled to such compensation for their services as may be approved by the Board of Directors, including, if so approved by resolution of the Board of Directors, a fixed sum and expenses of attendance, if any, for attendance at each regular or

special meeting of the Board of Directors or any meeting of a committee of directors. No provision of these Bylaws shall be construed to preclude any director from serving the Corporation in any other capacity and receiving compensation therefor.

ARTICLE III.

Committees of Directors

Section 1. The Board of Directors may, by resolution adopted by a majority of the whole Board, designate one or more committees. Any committee designated by the Board of Directors shall consist of one or more of the directors of the Corporation. Any committee designated by the Board of Directors shall have and may, except as otherwise limited by statute, the Certificate of Incorporation or these Bylaws, exercise such powers and authority of the Board of Directors in the management of the business of the Corporation as may be provided in the resolution adopted by the Board of Directors designating such committee. The Board of Directors may designate one or more directors as alternate members of any committee. In the absence or on the disqualification of any member of such committee or committees, the member or members thereof present at any meeting and not disqualified from voting, whether or not such member or members constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of any such absent or disqualified member. Such committee or committees shall have such name or names and such limitations of authority as may be determined from time to time by resolution adopted by the Board of Directors.

Section 2. Each committee of directors shall keep regular minutes of its proceedings and report the same to the Board of Directors when required.

Section 3. Members of committees shall be entitled to receive such compensation for serving on such committees as the Board of Directors shall determine.

ARTICLE IV.

Officers

Section 1. The officers of the Corporation shall consist of President, Vice President, Secretary, Treasurer and such other officers as may be elected or appointed by the Board of Directors. Any number of offices may be held by the same person. All officers shall hold office until their successors are elected or appointed by the Board of Directors, except that the Board of Directors may remove any officer at any time at its discretion.

Section 2. The officers of the Corporation shall have such powers and duties as generally pertain to their offices, except as diminished or enlarged from time to time by action of the Board of Directors. The President shall preside at all meetings of the Board and of the stockholders, and in his absence a presiding officer shall be appointed by action of a majority of the directors or stockholders, as the case may be.

ARTICLE V.

Seal

The seal of the Corporation shall be in such form as the Board of Directors shall prescribe.

ARTICLE VI.

Certificates of Stock

The shares of stock of the Corporation shall be represented by certificates of stock, signed by the President or such Vice President or other officer designated by the Board of Directors, countersigned by the Treasurer or the Secretary; and if such certificates of stock are signed or countersigned by a transfer agent other than the Corporation, or by a registrar other than the Corporation, such signature of the President, Vice President, or other officer, such countersignature of the Treasurer or Secretary, and the seal, or any of them, may be executed in

facsimile, engraved or printed. In case any officer who has signed or whose facsimile signature has been placed upon any share certificate shall have ceased to be such officer before the certificate is issued, it may be issued by the Corporation with the same effect as if the officer had not ceased to be such at the date of its issue. The certificates of stock shall be in such form as the Board of Directors may from time to time prescribe.

ARTICLE VII.

Indemnity

Section 1. The Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director or officer of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement to the fullest extent permitted by Delaware law.

Section 2. Expenses incurred by an officer or director in defending a civil or criminal action, suit or proceeding shall be paid by the Corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if it shall be ultimately determined that he is not entitled to be indemnified by the Corporation.

ARTICLE VIII.

Amendments

These Bylaws may be altered, amended, added to or repealed by the stockholders at any annual or special meeting, by at least a majority of the votes that all stockholders are entitled to cast, and the power to alter, amend, add to or repeal these Bylaws is also vested in the Board of

Directors, acting by a majority vote of the members of the Board of Directors in office (subject always to the power of the stockholders to change such action).

* * *

Exhibit 3.67

Tulsa Disposal, LLC

CERTIFICATE OF FORMATION

Pursuant to the provisions of Section 18-201 of the Limited Liability Company Act of the State of Delaware (the "Act"), the undersigned, being duly authorized, hereby certifies and states as follows:

1. Name of the Limited Liability Company. The name of the limited liability company formed hereby is Tulsa Disposal, LLC (the "LLC").

2. Registered Agent and Office of the LLC. The name of the registered agent of the LLC in the State of Delaware is Capitol Corporate Services, Inc. and the registered office address of the registered agent for the purposes of Section 18-104 of the Act is 32 Loockerman Square, Suite 109, Dover, Kent County, Delaware 19901.

IN WITNESS WHEREOF, the undersigned hereby affirms that the facts stated herein are true, this 30th day of April, 2002.

/s/ C. Michael Malm
C. Michael Malm, Authorized Person

TULSA DISPOSAL, LLC

LIMITED LIABILITY COMPANY AGREEMENT

LIMITED LIABILITY COMPANY AGREEMENT effective as of May 1, 2002, by and among Eric W. Gerstenberg, Gene A. Cookson, Stephen H. Moynihan, Roger A. Koenecke, Carl Paschetag, and William J. Geary, as Managers; and Clean Harbors Disposal Services, Inc., a Delaware corporation, as the sole Member. Certain capitalized terms used herein have the respective meanings set forth in Section 14.01 hereof.

ARTICLE I
CAPITAL CORPORATE SERVICES, INC.,
ORGANIZATION

SECTION 1.01 Formation of the Company. Tulsa Disposal, LLC (the "Company") has been formed as a limited liability company under the Delaware Limited Liability Company Act *(6 Del. C § 18-101, et seq.)*, as amended from time to time (the "Delaware Act"), through the filing of the Certificate with the Delaware Secretary of State on the effective date of this Agreement. The parties hereto agree to conduct the business of the Company in accordance with the provisions of the Act and of this Agreement.

SECTION 1.02 Name, Registered Office, and Maintenance of Books and Records. The name of the Company is "Tulsa Disposal, LLC." The initial address of the Company's registered office in Delaware is 32 Lookerman Square, Suite 109, Dover, Dent County, Delaware 19901, and its initial agent at such address for service of process is Capitol Corporate Services, Inc. The Company's books and records shall be maintained at c/o Clean Harbors, Inc., 1501 Washington Street, Braintree, Massachusetts 02184. A Majority of the Managers may change the location at which the Company's books and records shall be maintained to such other location within the United States as such Managers may determine at any time, upon written notice to the Member stating such new location. A Majority of the Managers may also change the Company's registered agent from time to time in their sole discretion.

SECTION 1.03 Purposes. The purposes and objectives of the Company are to own, lease, manage and/or operate a licensed hazardous waste facility, to provide environmental services, and to engage in any other lawful activities allowed to be conducted by a limited liability company.

SECTION 1.04 Powers. Subject to the terms of this Agreement, and consistent with the purposes stated in Section 1.03 hereof, the Company shall have the following powers: (i) to enter into all agreements and engage in all activities and transactions necessary or advisable to carry out the Company's purposes; and (ii) to have all other powers available to it as a limited liability company organized under the laws of the State of Delaware. Without limitation of the foregoing, the Company shall have the powers: to acquire and dispose of assets and other property; to act as a general partner, limited partner, manager and/or member of any other Person; negotiate, enter into, and modify agreements including, without limitation, partnership agreements, limited liability company agreements, and leases or subleases of any real estate or

personal property; to incur obligations for and in connection with its business; to borrow money and provide guarantees for the obligations of other Persons and, if required by any lender, as security therefor to mortgage, pledge and grant security interests in all or any part of the assets and other property owned by the Company; to repay, in whole or in part, refinance, consolidate, recast, increase, modify or extend any loans which may affect any of the assets and other property owned by the Company; and to execute any and all other documents and instruments and exercise all powers necessary or appropriate to carry out the business of the Company.

ARTICLE II

CONDUCT AND MANAGEMENT OF THE LLC

SECTION 2.01 Managers. Except as otherwise provided in this Agreement for actions which require or permit approval by the sole Member, the business of the Company shall be under the control of the Managers. The names and current addresses of the initial Managers are as described in Schedule A hereto. One or more substitute or additional Managers may be elected at any time in the future by the sole Member. Each of the original Managers and any such substitute or additional Managers shall serve as a Manager until either (i) his voluntary resignation as a Manager, or (ii) his removal as a Manager with or without cause at any time by a Majority of the Managers or the sole Member. The Managers shall not be required to make any Capital Contributions to the Company.

SECTION 2.02 Officers.

(a) In order to facilitate the day-to-day operation of the Company's business, the Company shall have the following Officers: a President, Senior Vice Presidents, a Treasurer and a Secretary, and any such additional Officers as a Majority of the Managers may from time to time deem appropriate. The President shall be a Manager, but none of the other Officers need be a Manager. Unless otherwise determined from time to time by a Majority of the Managers or by the sole Member, Eric W. Gerstenberg shall be the President, Steven H. Moynihan shall be a Senior Vice President and an Assistant Treasurer, Roger Koenecke shall be a Senior Vice President, Carl Paschetag shall be the Treasurer, William J. Geary shall be a Vice President and the Assistant Secretary, and C. Michael Malm shall be Secretary. Unless otherwise determined from time to time by a Majority of the Managers or the sole Member, the President shall be the chief executive officer of the LLC, the Treasurer shall be responsible for maintaining the funds and financial books and records of the LLC, and the Secretary shall be responsible for maintaining the records of actions (whether by written consent or meeting) of the Managers and of the sole Member and the other non-financial records of the LLC. Each of the Officers of the LLC may be removed (and his successors elected) at any time by a Majority of the Managers or the sole Member.

(b) Except as may otherwise be determined from time to time by a Majority of the Managers or the sole Member, the Managers hereby delegate to the President and any Senior Vice President then in office full authority to act on behalf of the LLC. Except as may otherwise be determined from time to time by a Majority of the Managers or the sole Member, each of the President and Senior Vice Presidents shall have, without further approval or consent of any of the other Managers or the sole Member, full authority: to acquire and dispose of assets and other

property on behalf of the LLC; to negotiate, enter into, execute or modify agreements on behalf of the LLC including, without limitation, partnership agreements, limited liability company agreements, and leases or subleases of any real estate or personal property; to incur obligations for and on behalf of the LLC for and in connection with its business; to borrow money and provide guarantees for the obligations of other Persons and, if required by any lender, as security therefor to mortgage, pledge and grant security interests in all or any part of the assets and other property owned by the Company; to repay, in whole or in part, refinance, consolidate, recast, increase, modify or extend any loans which may affect any of the assets and other property owned by the Company; and to execute any and all other documents and instruments and exercise all powers necessary or appropriate to carry out the business of the Company.

SECTION 2.03 Authorization.

(a) Every contract, agreement, and other instrument executed on behalf of the Company by any Manager, the President or any Senior Vice President, or by another Officer of the Company, if such execution is authorized by a Majority of the Managers, shall be conclusive evidence in favor of every person or entity relying thereon or claiming thereunder that at the time of the delivery thereof (i) the Company was in existence, (ii) this Agreement had not been terminated or canceled or amended in any manner so as to restrict such authority (except as shown in the Certificate or other instrument duly filed with the Secretary of State of the State of Delaware), and (iii) the execution and delivery of such instrument were duly authorized by the Managers and/or the sole Member to the extent required.

(b) Any person or entity dealing with the Company may always rely on a certificate signed by any Manager, the President, any Senior Vice President, the Secretary or an Assistant Secretary:

(i) as to who are the Managers, the Officers or the Member of the Company,

(ii) as to the existence or nonexistence of any fact or facts which (A) constitute conditions precedent to acts by the Company, or (B) are in any other manner germane to the affairs of the Company,

(iii) as to who is authorized to execute and deliver any instrument or document on behalf of the Company,

(iv) as to the authenticity of any copy of this Agreement and amendments thereto, or

(v) as to any act or failure to act by the Company, or as to any other matter whatsoever involving the Company or any Manager or Officer or Member of the Company.

SECTION 2.04 Actions by Managers or the Sole Member. Approval of any action by the Company which under the terms of this Agreement requires approval by a Majority of the Managers may be granted either by a written consent signed by a Majority of the Managers or by an affirmative vote of a Majority of the Managers at a meeting held for such purpose either with or without prior notice. Any Manager may participate in any such meeting by telephone if all Managers participating in any such meeting shall be able to hear the other participating

Managers. The participation of a Majority of the Managers shall constitute a quorum for all purposes. If any action is approved by a Majority of the Managers but any Manager shall not sign any written consent by which, or shall not participate in any meeting at which, such approval was granted, the Secretary of the Company shall promptly provide to such Manager following the date of such written consent or meeting a copy of such written consent or minutes of such meeting. Any action taken by the sole Member under the terms of this Agreement shall be by written consent of the sole Member.

SECTION 2.05 **Duty of Care.** The sole Member acknowledges that decisions concerning the Company's activities will involve the exercise of judgment and a risk of loss. The Managers, the Officers and their Affiliates shall not be liable to the Company or the Member for any loss suffered by the Company or the Member which arises out of any action or omission of a Manager, an Officer or any Affiliate of a Manager or an Officer, provided that (i) such Manager, Officer or Affiliate determined, in good faith, that such course of conduct was in, or not opposed to, the best interest of the Company or was otherwise permitted by this Agreement, and (ii) such course of conduct did not constitute gross negligence or willful malfeasance, a material breach of this Agreement, or an intentional violation of federal or state law by such Manager, Officer or Affiliate. The Managers, the Officers, and their Affiliates shall not be liable for the negligence, whether of omission or commission, dishonesty or bad faith of any employee, broker or other agent of the Company selected by the Managers or the Officers with reasonable care. Furthermore, the Managers, the Officers, and their Affiliates shall be entitled to indemnification by the Company to the extent provided in Article X hereof.

ARTICLE III

MEMBER

SECTION 3.01 **Name, Address, and Capital Contribution**. The name and current address of the sole Member are as described in Schedule A hereto. On and after the date of this Agreement, the Member shall make to the Company either in cash or in other tangible or intangible property such Capital Contributions as shall be determined by the Member. The Treasurer shall record the Member's Capital Contributions on the financial records of the Company.

SECTION 3.02 **Limited Liability.** In accordance with the Delaware Act, the liability of the Member to the Company and its creditors shall be limited to (i) any unpaid Capital Contribution which the Member has agreed to make to the Company; (ii) the amount of any distribution previously received from the Company which the Member may be required to return to the Company pursuant to Section 18-607(b) of the Delaware Act; and (iii) the unpaid balance of any other payments (if any) that the Member expressly is required, pursuant to this Agreement, to make to the Company.

SECTION 3.03 **No Control of Company**. Except as otherwise provided in this Agreement, the Member, in its capacity as such, shall not take part in the management or control of the affairs of the Company, or undertake any transactions on behalf of the Company, or have any power to sign for or otherwise to bind the Company.

SECTION 3.04 **Dissolution, Liquidation or Bankruptcy.** The dissolution, liquidation or bankruptcy of the Member shall not result in the termination of the Company, but the rights of the Member under this Agreement shall accrue to the Member's successors, estate or legal representatives. Except as expressly provided in this Agreement, no other event affecting the Member (including but not limited to insolvency) shall affect this Agreement.

ARTICLE IV

EXPENSES AND COMPENSATION

SECTION 4.01 **No Management Fee.** The Company shall not be obligated to pay to the Managers (or any Affiliate of the Managers) any management fee or similar compensation. However, the Managers shall be entitled to receive compensation from the Member and its Affiliates in the Managers' respective capacities as officers and employees of the Member and its Affiliates.

SECTION 4.02 **Expenses.** The Company shall be responsible for the payment from its own funds of all of the Company's expenses.

ARTICLE V

DISTRIBUTIONS

SECTION 5.01 **Amount, Timing and Form.** The Managers shall determine in their discretion the amount, timing and form of all distributions of Distributable Cash to be made by the Company to the sole Member.

ARTICLE VI

TAX ALLOCATIONS

SECTION 6.01 **Allocations of Net Profit or Net Loss.** As described in Articles II, III and V above, the sole Member shall be responsible for all Capital Contributions to the Company, and the Company shall make all distributions to the Member. All distributions of Net Profit or Net Loss by the Company will accordingly be made to the Member. The Company shall therefore be treated for U.S. federal income tax purposes as a "disregarded entity" of which all of the beneficial interests are held by the sole Member.

ARTICLE VII

DURATION OF THE COMPANY

SECTION 7.01 **Term of Company.** The term of the Company commenced on the filing of the Certificate with the Delaware Secretary of State and shall continue until the date on which the Company is dissolved as provided in Sections 7.02 or 7.03 or by operation of law.

SECTION 7.02 **Dissolution Upon Sale of Assets**. The Company shall be dissolved in the event of the sale or distribution by the Company of all or substantially all of the assets of the Company.

SECTION 7.03 **Dissolution by Written Consent of Member.** The sole Member may dissolve the Company at any time by written consent executed by the Member and a copy of which shall be provided to the Managers.

ARTICLE VIII

LIQUIDATION OF THE COMPANY

SECTION 8.01 **General Provisions.** Following the dissolution of the Company in accordance with Article VII hereof, the Company's assets shall be liquidated in an orderly manner. The Managers (or, at the Managers' election, another Person selected by a Majority of the Managers) shall be the liquidator to wind up the affairs of the Company pursuant to this Agreement.

SECTION 8.02 **Liquidating Distributions.** The liquidator shall pay or provide for the satisfaction of the Company's liabilities and obligations to creditors. Any Net Profit or Net Loss realized in connection with the liquidation of the Company shall be allocated to the Member pursuant to Article VI hereof, and the remaining assets of the Company shall then be distributed to the Member. In performing its duties, the liquidator is authorized to sell, exchange or otherwise dispose of the assets of the Company in such reasonable manner as the liquidator shall determine to be in the best interest of the Company and the Member.

SECTION 8.03 **Expenses of Liquidator.** The expenses incurred by the liquidator in connection with winding up the Company, and all other losses or liabilities of the Company incurred in accordance with the terms of this Agreement, shall be borne by the Company.

SECTION 8.04 **Duration of Liquidation.** A reasonable time shall be allowed for the winding up of the affairs of the Company in order to minimize any losses otherwise associated with such a winding up.

SECTION 8.05 **Duty of Care.** The liquidator shall not be liable to the Company or the Member for any loss attributable to any act or omission of the liquidator in good faith and in a manner such liquidator reasonably believed to be in, or not opposed to, the best interests of the Company in connection with the liquidation of the Company and distribution of its assets and provided that such act or omission did not constitute gross negligence, willful misconduct or a material breach of this Agreement. The liquidator may consult with counsel, investment banking firms, consultants and accountants with respect to liquidating the Company and distributing its assets and may act or omit to act in accordance with the advice of such counsel, investment banking firms, consultants or accountants, provided they shall have been selected with reasonable care.

SECTION 8.06 **No Liability for Return of Capital.** The liquidator(s), the Managers and their respective officers, directors, agents and Affiliates shall not be personally liable for the return of the Capital Contribution of the Member to the Company.

ARTICLE IX

TRANSFER OF INTERESTS

SECTION 9.01 Limitation on Transfer of Rights and Obligations of Managers. The Managers shall not assign, pledge, mortgage, hypothecate, sell or otherwise dispose of or encumber all or any part of their rights or obligations under this Agreement without the prior written consent of the Member.

SECTION 9.02 Transfer of Member Interests. Except as may otherwise be required to comply with applicable federal and state laws, the sole Member shall have the right to transfer all or any part of its interests in the Company by delivery to the Company of an assignment in writing duly executed by the Member.

ARTICLE X

INDEMNIFICATION

SECTION 10.01 General Provisions.

(a) Subject to the limitations set forth below in this Article X, each of the Managers, the Officers, the Affiliates of the Managers and the Officers, and the liquidator (if any), (each such Person being referred to hereafter as an "Indemnitee"), shall be indemnified by the Company (but only out of Company assets, including the proceeds of liability insurance) against any claim, demand, controversy, dispute, cost, loss, damage, expense (including attorneys' fees), judgment and/or liability incurred by or imposed upon the Indemnitee in connection with any action, suit or proceeding (including any proceeding before any administrative or legislative body or agency), to which the Indemnitee shall become a party or shall be threatened to become a party, by reason of the Indemnitee's being at the time the cause of action arose or thereafter, a Manager, an Officer, an Affiliate of a Manager or an Officer,, a liquidator (if any), or a director, officer, member, partner, employee, consultant or other agent of any other organization in which the Company owns an interest, which other organization the Indemnitee serves or has served as director, officer, manager, member, partner, employee, consultant or other agent at the request of the Company (whether or not the Indemnitee continues to serve in such capacity at the time such action, suit or proceeding is brought or threatened). Each Indemnitee may be entitled to such indemnification notwithstanding that the Company has sold, assigned, distributed or otherwise transferred its investment in such other organization prior to the time that such action, suit or proceeding is brought or threatened.

(b) The Indemnitee shall not be indemnified with respect to matters as to which the Indemnitee shall have been finally adjudicated in any such action, suit or proceeding (i) not to have acted in good faith and in the reasonable belief that the Indemnitee's action was in accordance with such Person's obligations to the Company or to have acted with gross negligence or a willful disregard of his duties, or in breach of his fiduciary obligations, or (ii) with respect to any criminal action or proceeding, not to have had cause to believe beyond any reasonable doubt the Indemnitee's conduct was criminal. In the event of settlement of any action, suit or proceeding brought or threatened, the indemnification provided for in this Article X shall

apply to all matters covered by the settlement except for matters as to which the Company is advised by counsel (who may be counsel regularly retained to represent the Company) that the Person seeking indemnification, in the opinion of such counsel, did not act in good faith or acted with gross negligence or a willful disregard of such Person's duties, or in breach of such Person's fiduciary obligations, or, with respect to any criminal action or proceeding, that the Person seeking indemnification had reasonable cause to believe such Person's conduct was criminal.

(c) The right of indemnification provided for in this Article X shall be in addition to any rights to which any Indemnitee may otherwise be entitled and shall inure to the benefit of the executors, administrators, personal representatives, successors or assigns of each such Indemnitee. Such Indemnitee shall first use reasonable efforts to pursue other readily available sources of indemnification before pursuing a claim for indemnification against the Company under this Article X.

SECTION 10.02 Advance Payment of Expenses. The Company shall pay the expenses incurred by an Indemnitee in defending a civil or criminal action, suit or proceeding, or in opposing any claim arising in connection with any potential or threatened civil or criminal action, suit or proceeding, in advance of the final disposition of such action, suit or proceeding, upon receipt of an undertaking by such Indemnitee satisfactory to the Managers to repay such payment if he shall be determined to be not entitled to indemnification therefor as provided herein; provided, however, that in such instance the Indemnitee is not commencing an action, suit, or proceeding against the Company, or defending an action, suit or proceeding commenced against the Indemnitee by the Company, or opposing a claim by the Company arising in connection with any such potential or threatened action, suit or proceeding.

SECTION 10.03 Insurance. At its election, the Managers may cause the Company to purchase and maintain insurance, at the expense of the Company and to the extent available, for the protection of the Managers, the Officers, the Affiliates of the Managers and the Officers, any liquidator, and the directors, officers, employees, consultants or other agents of any such Person, against any liability incurred by any such Person in any such capacity or arising out of his status as such, whether or not the Company has the power to indemnify such Person against such liability. The Managers may also cause the Company to purchase and maintain insurance for the protection of any officer, director, employee, consultant or other agent of any other organization in which the Company owns an interest or of which the Company is a creditor against similar liabilities, whether or not the Company has the power to indemnify any such Person against such liabilities.

ARTICLE XI

ACCOUNTING; RECORDS AND REPORTS

SECTION 11.01 Fiscal Year. The fiscal year of the Company shall be the calendar year, or such other year as required by the Code.

SECTION 11.02 Keeping of Accounts and Records. At all times the Managers shall cause to be kept proper and complete books of account, in which shall be entered fully and

accurately the transactions of the Company. Such books of account, together with (i) an executed copy of this Agreement (and any amendments hereto); (ii) the Certificate of the Company (and any amendments thereto); (iii) executed copies of any powers of attorney pursuant to which any of the aforesaid documents has been executed; and (iv) financial statements of the Company for each of the prior three years, shall at all times be maintained at the location specified in Section 1.02 hereof.

SECTION 11.03 Inspection Rights. Until the liquidation of the Company has been completed, the Member may examine the Company's books, records, accounts and assets, including bank balances, and may make, or cause to be made, any audit thereof at the Company's expense.

SECTION 11.04 Reports. The Managers shall prepare and transmit to the Member at the Company's expense such financial and other reports as shall be determined from time to time by the Member.

ARTICLE XII

WAIVER AND AMENDMENT

SECTION 12.01 Waiver and Amendment. Except for any waiver or amendment of the provisions of Sections 2.5 and 10.01 through 10.03 hereof which would adversely affect any Manager (or any Affiliate of a Manager), the terms and provisions of this Agreement may be waived, modified, terminated or amended at any time by the sole Member. The sole Member shall not waive or amend any provision of Sections 2.05 or 10.01 through 10.03 hereof in such a manner as would adversely affect any Manager (or any Affiliate of a Manager) without the written consent of such Manager.

ARTICLE XIII

GENERAL PROVISIONS

SECTION 13.01 Notices. Except where otherwise specifically provided in this Agreement, all notices, requests, consents, approvals and statements shall be in writing and shall be deemed to have been properly given by (i) personal delivery, (ii) first class mail, postage prepaid, (iii) electronic facsimile transmission, or (iv) courier service, addressed in each case: if to the Company, at the address where the Company's books and records are maintained as specified in Section 1.02 hereof; if to a Manager, at such Manager's address set forth in Schedule A; and if to the Member, to the Member's address set forth in Schedule A, or, in each case, to such other address or addresses (and/or by e-mail or other manner of delivery) as the addressee may have specified by written notice as aforesaid.

SECTION 13.02 Binding on Successors. This Agreement shall be binding upon and inure to the benefit of the respective heirs, successors, assigns and legal representatives of the parties hereto.

SECTION 13.03 **Counterparts.** This Agreement or any amendment hereto may be signed in any number of counterparts, each of which shall be an original, but all of which taken together shall constitute one agreement (or amendment, as the case may be).

SECTION 13.04 **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware.

SECTION 13.05 **Construction.** Whenever the content of this Agreement permits, the masculine gender shall include the feminine and neuter genders, and reference to singular or plural shall be interchangeable with the other. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the other provisions, and this Agreement shall be construed and reformed in all respects as if any such invalid or unenforceable provision(s) were omitted in order to give effect to the intent and purposes of this Agreement. References in this Agreement to particular sections of the Code or the Delaware Act shall be deemed to refer to such sections or provisions of the Code or the Delaware Act (or any successor legislation) as they may be amended after the date of this Agreement.

ARTICLE XIV

CERTAIN DEFINITIONS

SECTION 14.01 **Certain Definitions**. For purposes of this Agreement, the following terms have the respective meanings set forth below:

"Affiliate" means, with respect to the Person to which it refers, a Person that either (i) directly or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with, such Person or (ii) is the successor or assign to such Person.

"Agreement" means this Limited Liability Company Agreement, as it may be subsequently amended or restated in accordance with its terms.

"Capital Contribution" means the aggregate amount of cash or other property contributed by the Member to the Company pursuant to this Agreement.

"Certificate" means the certificate of formation of the Company and any amendments or restatements thereof as filed with the Delaware Secretary of State under the Delaware Act.

"Code" means the United States Internal Revenue Code of 1986 and the rules and regulations promulgated thereunder, as amended from time to time, or any successor statute thereto.

"Delaware Act" means the Delaware Limited Liability Company Act, as amended from time to time.

"Distributable Cash" means all cash of the Company that the Managers determine is available for distribution to the Member after the payment or provision for payment by the Company of all expenses incurred by the Company and in collecting any amounts then owed to the Company and so attributable.

“Indemnitee” shall have the meaning set forth in Section 10.01.

“Majority of the Managers” means (i) at least four of the Managers if there are then six Managers, (ii) at least three of the Managers if there are then five or four Managers, (iii) at least two of the Managers if there are then three Managers, and (ii) both of the Managers if there are then only two Managers.

“Manager” means each of the Persons then serving as a Manager of the Company in accordance to Section 2.01 hereof, in his capacity as a Manager of the LLC.

“Member” means Clean Harbors Disposal Services, Inc., a Delaware corporation.

“Net Profit” or “Net Loss” means, with respect to any fiscal year, the sum of the Company’s: (a) net profit or loss as determined in accordance with the Code and the Regulations thereunder, and (b) any income exempt from federal income tax, after deduction of all expenses properly chargeable to the Company for such fiscal year (whether deductible or non-deductible and whether described in Section 705(a)(2)(B) of the Code, treated as so described pursuant to Treasury Regulations Section 1.704-1(b)(2)(iv)(i), or otherwise). For this purpose, Net Profit or Net Loss shall be determined in accordance with tax accounting principles rather than generally accepted accounting principles, and any expenses required to be capitalized and included in the Company’s adjusted tax basis in any asset or which reduce the amount realized by the Company on the disposition of any asset shall be disregarded.

“Officers” means the President, the Senior Vice President, the Treasurer, the Secretary, and any such other officers of the Company as shall be elected by a Majority of the Managers or the sole Member in accordance with Section 2.02(a) hereof.

“Person” means any individual, general partnership, limited partnership, limited liability company, corporation, joint venture, trust, business trust, cooperative or association and the heirs, executors, administrators, legal representative, successors and assigns of such Person where the context so admits.

“Treasury Regulations” mean the Regulations promulgated by the United States Department of the Treasury under the Code, as amended.

IN WITNESS WHEREOF, the undersigned have executed this Limited Liability Company Agreement as of the effective date first above written.

MANAGERS:

/s/ Eric W. Gerstenberg
Eric W. Gerstenberg

/s/ Gene A. Cookson
Gene A. Cookson

/s/ Stephen H. Moynihan
Stephen H. Moynihan

/s/ Roger A. Koenecke
Roger A. Koenecke

/s/ Carl Paschetag
Carl Paschetag

/s/ William J. Geary
William J. Geary

MEMBER:

CLEAN HARBORS DISPOSAL SERVICES, INC.

By: /s/ Stephen H. Moynihan
Stephen H. Moynihan
Senior Vice President

TULSA DISPOSAL, LLC

SCHEDULE A

Name and Address

Managers:

Eric W. Gerstenberg
c/o Clean Harbors, Inc.
1501 Washington Street
Braintree, MA 02184

Gene A. Cookson
c/o Clean Harbors, Inc.
1501 Washington Street
Braintree, MA 02184

Stephen H. Moynihan
c/o Clean Harbors, Inc.
1501 Washington Street
Braintree, MA 02184

Roger A. Koenecke
c/o Clean Harbors, Inc.
1501 Washington Street
Braintree, MA 02184

Carl Paschetag
c/o Clean Harbors, Inc.
1501 Washington Street
Braintree, MA 02184

William J. Geary
c/o Clean Harbors, Inc.
1501 Washington Street
Braintree, MA 02184

Sole Member:

Clean Harbors Disposal Services, Inc.
1501 Washington Street
Braintree, MA 02184

Exhibit 4.7A

FIRST AMENDMENT TO SECURITY AGREEMENT
(U.S. DOMICILED LOAN PARTIES)

This FIRST AMENDMENT TO SECURITY AGREEMENT (U.S. DOMICILED LOAN PARTIES) (this "Amendment") dated as of September 12, 2012, amends that certain Security Agreement dated as of May 31, 2011 (as amended hereby and as may be further amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement") among CLEAN HARBORS, INC., a Massachusetts corporation (the "U.S. Borrower"), each of the subsidiaries of the U.S. Borrower listed on Annex A thereto or that has become a party thereto pursuant to Section 8.13 thereof (each such subsidiary being a "Subsidiary Grantor" and, collectively, the "Subsidiary Grantors"; the Subsidiary Grantors and the U.S. Borrower are referred to collectively as the "Grantors"), and BANK OF AMERICA, N.A., as administrative agent (hereinafter, in such capacity together with its successors and assigns, the "Agent") under the Credit Agreement referred to below.

W I T N E S S E T H

WHEREAS, the U.S. Borrower and Clean Harbors Industrial Services Canada, Inc., an Alberta corporation (the "Canadian Borrower" and, together with the U.S. Borrower, the "Borrowers"), have entered into that certain Third Amended and Restated Credit Agreement dated as of May 31, 2011 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"; capitalized terms used herein and not otherwise defined having the respective meanings ascribed to them in the Credit Agreement and the Security Agreement, as applicable) with the lenders from time to time party thereto (collectively, the "Lenders" and individually, a "Lender") and the Agent, pursuant to which the Lenders, subject to the terms and conditions set forth therein, have agreed to make Loans and other financial accommodations to the Borrowers;

WHEREAS, pursuant to the Security Agreement, the Grantors granted the Agent a security interest in substantially all of their assets including, without limitation, the Rolling Stock (as defined in the Security Agreement); and

WHEREAS, the Grantors have requested that the Agent, on behalf of itself and the Lenders, release its lien on and security interest in the Rolling Stock, and the Agent is willing to do so, subject to the terms and conditions set forth herein.

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, it is hereby agreed as follows:

1. Amendments to Security Agreement.

(a) Section 1(b) of the Security Agreement is hereby amended by deleting the definition of "Excluded Property" set forth therein in its entirety and inserting in lieu thereof the following:

"Excluded Property" shall mean:

(a) prior to the Discharge of the Senior Secured Notes Obligations (as defined in the Intercreditor Agreement), any Deposit Account or Securities Account established solely to hold the identifiable proceeds of any sale of Non-Accounts Collateral;

(b) assets owned by any Grantor on the date hereof or hereafter acquired and any proceeds thereof that are subject to a Lien securing Debt in respect of Capital Leases permitted to be incurred pursuant to Sections 10.2.2(f) of the Credit Agreement to the extent and for so long as the contract or other agreement in which such Lien is granted (or the documentation providing for such Debt in respect of such Capital Lease) validly prohibits the creation of any other Lien on such assets and proceeds;

(c) any property of a person existing at the time such person is acquired or merged with or into or consolidated with any Grantor that is subject to a Lien permitted by Section 10.2.1(o) of the Credit Agreement to the extent and for so long as the contract or other agreement in which such Lien is granted validly prohibits the creation of any other Lien on such property;

(d) any intent-to-use trademark application to the extent and for so long as creation by a Grantor of a security interest therein would result in the loss by such Grantor of any material rights therein;

(e) assets of the Grantors held outside of the United States and Canada;

(f) assets of any Foreign Subsidiary;

(g) any capital stock, notes, instruments, other equity interests and other Securities of any Subsidiary or Affiliate of the U.S. Borrower (other than any Securities Account); provided, that (x) notwithstanding the foregoing, intercompany Debt held by any Grantor shall be deemed Collateral, but no notes or Securities evidencing the same shall be required to be delivered to the Agent hereunder and such notes or Securities (but not the Debt underlying such notes and Securities) shall not be Collateral, (y) no Grantor or any of its Subsidiaries shall pledge or grant any security interest in any such note or Security to any Person without the consent of the Agent, and (z) the intercompany loans (or any whole or partial replacements or refinancing thereof) being made on or about the date hereof to one or more Canadian Subsidiaries shall not be evidenced by a note or a security;

(h) any property or asset only to the extent and for so long as the grant of a security interest in such property or asset is prohibited by any Applicable Law or requires the consent not obtained of any Governmental Authority pursuant to any Applicable Law; and

(i) subject to Section 4.8, any Rolling Stock.

provided, however, that (A) Excluded Property shall not include any Proceeds, substitutions or replacements of any Excluded Property referred to in clauses (a), (b), (c), (d), (e), (f), (g), (h) or (i) (unless such Proceeds, substitutions or replacements would constitute Excluded Property referred to in clause (a), (b), (c), (d), (e), (f), (g), (h) or (i)),

and (B) any property or asset that constitutes Excluded Property by reason of any violation or restriction shall cease to be Excluded Property upon the ineffectiveness, lapse or termination of such prohibition or restriction."

(b) Section 2(a) of the Security Agreement is hereby amended by deleting clause (ix) thereof in its entirety and inserting in lieu thereof the following:

"(ix) all Goods, including Equipment and Inventory;"

(c) Section 3.2(a) of the Security Agreement is hereby amended by deleting clause (i)(C) thereof in its entirety and inserting in lieu thereof the following:

"(C) [intentionally omitted]"

(d) Section 4.8 of the Security Agreement is hereby amended by deleting such section in its entirety and inserting in lieu thereof the following:

"4.8 Special Covenants with Respect to Rolling Stock. Each Grantor covenants and agrees that, in the event that such Grantor grants any Liens on any Rolling Stock to any Person (including, without limitation, pursuant to Sections 10.2.1(l) and (m) of the Credit Agreement), then simultaneously therewith such Grantor shall take whatever action as may be necessary or advisable in the opinion of the Agent (including executing and delivering an amendment to this Security Agreement and the filing of UCC financing statements) to vest in the Agent (or in any representative of the Agent designated by it) valid and subsisting Liens in such Rolling Stock. To the extent that any Grantor grants the Agent a Lien in any Rolling Stock pursuant to the immediately preceding sentence, (a) such Grantor shall cause such Rolling Stock (whether then owned or thereafter acquired by such Grantor) that, under Applicable Law, is required to be registered, to be properly registered (including, without limitation, the payment of all necessary taxes and receipt of any applicable permits) in the name of such Grantor and cause such Rolling Stock (whether then owned or thereafter acquired by such Grantor), the ownership of which, under Applicable Law (including, without limitation, any Motor Vehicle Law), is evidenced by a certificate of title or ownership, to be properly titled in the name of such Grantor, and in the case of any individual Rolling Stock of such Grantor with a fair market value in excess of $50,000, the Security Interest of the Agent shall be noted thereon, and (b) the Agent shall be authorized to enter into a collateral agency agreement, at the expense of the Grantors, with a Person reasonably acceptable to the Grantors to act as collateral agent with respect to Rolling Stock for the benefit of the Agent."

(e) Section 6.2 of the Security Agreement is hereby amended by deleting the third paragraph thereof in its entirety.

2. Reaffirmation; Grant of Security Interest. Each Grantor reaffirms all of its obligations under the Security Agreement, the Credit Agreement and the other Loan Documents to which it is a party, each as amended from time to time. In addition, each Grantor hereby (a) ratifies and reaffirms all of the Liens and security interests heretofore granted pursuant to the Security Agreement and the other Loan Documents to which it is a party, each as amended from time to time,

and (b) bargains, sells, conveys, assigns, sets over, mortgages, pledges, hypothecates and transfers to the Agent, for the benefit of the Secured Parties, and hereby grants to the Agent, for the benefit of the Secured Parties, a security interest in all of the following property now owned or hereafter acquired by such Grantor or in which such Grantor now has or at any time in future may acquire any right, title or interest, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations: (i) all Accounts Collateral; (ii) all cash and/or money; (iii) all Chattel Paper; (iv) all Deposit Accounts; (v) all Documents; (vi) all General Intangibles; (vii) all Instruments; (viii) all Intellectual Property; (ix) all Goods, including Equipment and Inventory; (x) all Investment Property; (xi) all Commercial Tort Claims described on Schedule 15 to the U.S. Perfection Certificate; (xii) all Supporting Obligations; (xiii) all Letter-of-Credit Rights; (xiv) books and records pertaining to the Collateral; (xv) any other contract rights or rights to payment of money, insurance claims and proceeds; and (xvi) to the extent not otherwise included, all Proceeds and products of any and all of the foregoing. Notwithstanding anything to the contrary contained in clauses (i) through (xvi) above, the security interest created by this Amendment shall not extend to, and the term "Collateral" shall not include, any Excluded Property.

3. Effect on Security Agreement. The execution, delivery, and performance of this Amendment shall not operate as a waiver or amendment of any right, power, or remedy of the Agent under the Security Agreement or any other Loan Document. Except to the extent expressly amended hereby, the Security Agreement shall be unaffected hereby, shall continue in full force and effect, is ratified and confirmed, and shall constitute the legal, valid, binding and enforceable obligation of each Grantor to the Agent.

4. GOVERNING LAW. THIS AMENDMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK (WITHOUT GIVING EFFECT TO PRINCIPLES OF CONFLICTS OF LAWS OTHER THAN SECTION 5-1401 AND SECTION 5-1402 OF THE GENERAL OBLIGATIONS LAWS OF THE STATE OF NEW YORK AND FEDERAL LAWS RELATING TO NATIONAL BANKS).

5. Counterparts; Delivery by Facsimile or Electronic Mail. This Amendment may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed and delivered, shall be deemed an original, and all of which, when taken together, shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Amendment by facsimile or electronic mail shall be as effective as delivery of a manually executed counterpart of this Amendment. Any party delivering an executed counterpart of this Amendment by facsimile or electronic mail also shall deliver a manually executed counterpart of this Amendment but the failure to deliver a manually executed counterpart shall not affect the validity, enforceability, and binding effect of this Amendment.

[*The remainder of this page is intentionally left blank.*]

IN WITNESS WHEREOF, each of the undersigned has caused this First Amendment to Security Agreement to be duly executed and delivered as of the date first above written.

CLEAN HARBORS, INC.

By: /s/ James M. Rutledge
Name: James M. Rutledge
Title: Vice Chairman, President and Chief Operating Officer

CLEAN HARBORS ENVIRONMENTAL SERVICES, INC.
CLEAN HARBORS INDUSTRIAL SERVICES, INC.

By: /s/ James M. Rutledge
Name: James M. Rutledge
Title: Executive Vice President

(signatures continued on next page)

ALTAIR DISPOSAL SERVICES, LLC
BATON ROUGE DISPOSAL, LLC
BRIDGEPORT DISPOSAL, LLC
CH INTERNATIONAL HOLDINGS, LLC
CLEAN HARBORS (MEXICO), INC.
CLEAN HARBORS ANDOVER, LLC
CLEAN HARBORS ANTIOCH, LLC
CLEAN HARBORS ARAGONITE, LLC
CLEAN HARBORS ARIZONA, LLC
CLEAN HARBORS BATON ROUGE, LLC
CLEAN HARBORS BDT, LLC
CLEAN HARBORS BUTTONWILLOW, LLC
CLEAN HARBORS CATALYST TECHNOLOGIES, LLC
CLEAN HARBORS CHATTANOOGA, LLC
CLEAN HARBORS CLIVE, LLC
CLEAN HARBORS COFFEYVILLE, LLC
CLEAN HARBORS COLFAX, LLC
CLEAN HARBORS DEER PARK, LLC
CLEAN HARBORS DEER TRAIL, LLC
CLEAN HARBORS DEVELOPMENT, LLC
CLEAN HARBORS DISPOSAL SERVICES, INC.
CLEAN HARBORS EL DORADO, LLC
CLEAN HARBORS FLORIDA, LLC
CLEAN HARBORS GRASSY MOUNTAIN, LLC
CLEAN HARBORS KANSAS, LLC
CLEAN HARBORS KINGSTON FACILITY CORPORATION
CLEAN HARBORS LAPORTE, LLC
CLEAN HARBORS LAUREL, LLC
CLEAN HARBORS LONE MOUNTAIN, LLC
CLEAN HARBORS LONE STAR CORP.
CLEAN HARBORS LOS ANGELES, LLC
CLEAN HARBORS OF BALTIMORE, INC.
CLEAN HARBORS OF BRAINTREE, INC.
CLEAN HARBORS OF CONNECTICUT, INC.
CLEAN HARBORS PECATONICA, LLC
CLEAN HARBORS PPM, LLC
CLEAN HARBORS RECYCLING SERVICES OF CHICAGO, LLC
CLEAN HARBORS RECYCLING SERVICES OF OHIO, LLC
CLEAN HARBORS REIDSVILLE, LLC
CLEAN HARBORS SAN JOSE, LLC
CLEAN HARBORS SERVICES, INC.
CLEAN HARBORS TENNESSEE, LLC
CLEAN HARBORS WESTMORLAND, LLC
(list continued on next page)

CLEAN HARBORS WHITE CASTLE, LLC
CLEAN HARBORS WILMINGTON, LLC
CROWLEY DISPOSAL, LLC
DISPOSAL PROPERTIES, LLC
DURATHERM, INC.
GSX DISPOSAL, LLC
HILLIARD DISPOSAL, LLC
MURPHY'S WASTE OIL SERVICE, INC.
PEAK ENERGY SERVICES USA, INC.
ROEBUCK DISPOSAL, LLC
SANITHERM USA, INC.
SAWYER DISPOSAL SERVICES, LLC
SERVICE CHEMICAL, LLC
SPRING GROVE RESOURCE RECOVERY, INC.
TULSA DISPOSAL, LLC

By: /s/ James M. Rutledge
Name: James M. Rutledge
Title: Executive Vice President

ARC ADVANCED REACTORS AND COLUMNS, LLC
CLEAN HARBORS EXPLORATION SERVICES, INC.

By: /s/ James M. Rutledge
Name: James M. Rutledge
Title: Executive Vice President

PLAQUEMINE REMEDIATION SERVICES, LLC

By: /s/ Michael McDonald
Name: Michael McDonald
Title: President

BANK OF AMERICA, N.A.,
as Administrative Agent

By:	/s/ Christopher M. O'Halloran
Name:	Christopher M. O'Halloran
Title:	Senior Vice President

[Signature Page to First Amendment to Security Agreement (U.S. Domiciled Loan Parties)]

EXHIBIT 5.1

DAVIS, MALM & D'AGOSTINE, P.C.
ONE BOSTON PLACE
BOSTON, MA 02108
TEL. 617-367-2500

September 24, 2012

Clean Harbors, Inc. and the
Guarantors listed on Exhibit A
42 Longwater Drive
Norwell, MA 02161-9149

Re: Registration Statement on Form S-4

Ladies and Gentlemen:

You are seeking to register under the Securities Act of 1933, as amended, $800,000,000 principal amount of 5.25% Senior Notes due 2020 (the "New Notes") of Clean Harbors, Inc., a Massachusetts corporation (the "Company"), and the related Guarantees of the Company's subsidiaries (the "Guarantors") which are listed as Guarantor Registrants in the Registration Statement on Form S-4, as amended by Amendment No. 1 which you are filing with the Securities and Exchange Commission (the "Commission"). Such Registration Statement, as it may hereafter be further amended, is referred to hereafter as the "Registration Statement," and the form of prospectus included in, or filed under, the Registration Statement is referred to hereafter as the "Prospectus." The New Notes and the Guarantees (collectively, the "New Securities") will be issued under the Indenture dated as of July 30, 2012 (the "Indenture") among the Company, the Guarantors and U.S. Bank National Association, as Trustee. As described in the Prospectus, you propose to offer the New Securities to the holders of the Company's $800,000,000 principal amount of outstanding unregistered 5.25% Senior Notes due 2020 which you issued and sold on July 30, 2012 (the "Old Notes") in exchange for the Old Notes and the related guarantees of the Guarantors (collectively, the "Old Securities"). You have requested that we furnish to you an opinion as to the legality and enforceability of the New Securities, which opinion will be filed as an Exhibit to the Registration Statement.

We have examined the Old Securities, the proposed form of the New Securities, the Indenture, the organization documents of the Company and the Guarantors, as amended, copies of votes of the Boards of Directors (or equivalent managers) of the Company and the Guarantors, the Registration Statement and the Exhibits thereto, and such other documents as we deemed pertinent. We have also made such examination of law as we have felt necessary in order to render this opinion.

As to certain factual matters relevant to this opinion, we have relied conclusively upon originals or copies, certified or otherwise identified to our satisfaction, of such records, agreements, documents and instruments, including certificates or comparable documents of officers of the Company and the Guarantors and certificates of public officials, as we have deemed appropriate as a basis for the opinion hereinafter set forth. Except to the extent expressly set forth herein, we have made no independent investigation with regard to matters of fact, and we do not express any opinion as to matters of fact that might have been disclosed by independent verification. In rendering our opinion set forth below, we have assumed, without independent verification, (i) the genuineness of all signatures, (ii) the legal capacity of all natural persons, (iii) the authenticity of all documents submitted to us as originals, (iv) the conformity to the original documents of all documents submitted to us as conformed, facsimile, photostatic or electronic copies, (v) that the form of the New Securities will conform to that included in the Indenture, and (vi) the due authorization, execution and delivery of the Indenture by the Trustee and of the exchange documentation described in the Prospectus by the holders of the Old Securities.

Based upon and subject to the foregoing, we are of the opinion that, upon (i) the issuance of an appropriate order by the Commission allowing the Registration Statement to become effective and (ii) due execution of the New Securities by the Company and the Guarantors, due authentication thereof by the Trustee in accordance with the

Indenture, and issuance and delivery thereof in exchange for the Old Securities as contemplated by the Registration Statement, the New Securities will be validly issued and will constitute legally binding obligations of the Company and the Guarantors entitled to the benefits of the Indenture and enforceable against the Company and the Guarantors in accordance with their terms subject to (a) applicable bankruptcy, insolvency, liquidation, reorganization, moratorium, usury, fraudulent conveyance and other laws relating to or affecting the rights and remedies of creditors generally, (b) general equitable principles, regardless of whether the issue of enforceability is considered in a proceeding in equity or at law, and (c) concepts of good faith and fair dealing, materiality and reasonableness. Furthermore, we express no opinion as to the availability of any equitable or specific remedy, or as to the successful assertion of any equitable defense, upon any breach of any agreements or documents or obligations referred to herein, inasmuch as the availability of such remedies or defenses may be subject to the discretion of a court.

We are providing this opinion to you for your use in connection with the Registration Statement and the transactions contemplated by the Registration Statement. The only opinion rendered by us consists of those matters set forth in the preceding paragraph, and no opinion may be implied or inferred beyond the opinion expressly stated.

We hereby consent that this opinion may be filed as an Exhibit to the Registration Statement and to the use of our name under the heading “Legal Matters” in the Prospectus.

Very truly yours,

DAVIS, MALM & D’AGOSTINE, P.C.

By: /s/ C. Michael Malm
C. Michael Malm,
Managing Director

Exhibit A

Altair Disposal Services, LLC
ARC Advanced Reactors and Columns, LLC
Baton Rouge Disposal, LLC
Bridgeport Disposal, LLC
CH International Holdings, LLC
Clean Harbors Andover, LLC
Clean Harbors Antioch, LLC
Clean Harbors Aragonite, LLC
Clean Harbors Arizona, LLC
Clean Harbors Baton Rouge, LLC
Clean Harbors BDT, LLC
Clean Harbors Buttonwillow, LLC
Clean Harbors Catalyst Technologies, LLC
Clean Harbors Chattanooga, LLC
Clean Harbors Clive, LLC
Clean Harbors Coffeyville, LLC
Clean Harbors Colfax, LLC
Clean Harbors Deer Park, LLC
Clean Harbors Deer Trail, LLC
Clean Harbors Development, LLC
Clean Harbors Disposal Services, Inc.
Clean Harbors El Dorado, LLC
Clean Harbors Environmental Services, Inc.
Clean Harbors Exploration Services, Inc.
Clean Harbors Florida, LLC
Clean Harbors Grassy Mountain, LLC
Clean Harbors Industrial Services, Inc.
Clean Harbors Kansas, LLC
Clean Harbors Kingston Facility Corporation
Clean Harbors LaPorte, LLC
Clean Harbors Laurel, LLC
Clean Harbors Lone Mountain, LLC
Clean Harbors Lone Star Corp.
Clean Harbors Los Angeles, LLC
Clean Harbors (Mexico), Inc.
Clean Harbors of Baltimore, Inc.
Clean Harbors of Braintree, Inc.
Clean Harbors of Connecticut, Inc.
Clean Harbors Pecatonica, LLC
Clean Harbors PPM, LLC
Clean Harbors Recycling Services of Chicago, LLC
Clean Harbors Recycling Services of Ohio, LLC
Clean Harbors Reidsville, LLC
Clean Harbors San Jose, LLC
Clean Harbors Services, Inc.
Clean Harbors Tennessee, LLC
Clean Harbors Westmorland, LLC
Clean Harbors White Castle, LLC
Clean Harbors Wilmington, LLC
Crowley Disposal, LLC
Disposal Properties, LLC
DuraTherm, Inc.
GSX Disposal, LLC
Hilliard Disposal, LLC
Murphy's Waste Oil Service, Inc.
Peak Energy Services USA, Inc.
Plaquemine Remediation Services, LLC
Roebuck Disposal, LLC
Sanitherm USA, Inc.
Sawyer Disposal Services, LLC
Service Chemical, LLC
Spring Grove Resource Recovery, Inc.
Tulsa Disposal, LLC

EXHIBIT 23.1

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We consent to the use in this Amendment No. 1 to Registration Statement No. 333-183641 on Form S-4 of our report dated February 29, 2012 (July 16, 2012 as to the effects of the method of presenting comprehensive income and of the segment change) relating to the financial statements and financial statement schedule of Clean Harbors, Inc. (which report expresses an unqualified opinion and includes an explanatory paragraph related to the effects of the retrospective adoption of changing the method of presenting comprehensive income and of the financial statement disclosures related to the change in the composition of the reportable segments described in Note 2), appearing in the Current Report on Form 8-K dated July 16, 2012 of Clean Harbors, Inc. and our report dated February 29, 2012 relating to the effectiveness of Clean Harbors, Inc.'s internal control over financial reporting appearing in the Annual Report on Form 10-K for the year ended December 31, 2011 of Clean Harbors, Inc., incorporated by reference in the Prospectus, which is part of this Registration Statement.

We also consent to the reference to us under the heading "Experts" in such Prospectus.

/s/ Deloitte & Touche LLP

Boston, Massachusetts
September 24, 2012