

PORT EVERGLADES FRANCHISE APPLICATION

An application will not be deemed complete and ready for processing until all required documents and fees are received.

A separate application must be filed for each type of franchise applied for.

FRANCHISE TYPE

CHECK ONE

STEAMSHIP AGENT

STEVEDORE

CARGO HANDLER

TUGBOAT & TOWING

VESSEL BUNKERING

VESSEL OILY WASTE REMOVAL

VESSEL SANITARY WASTE WATER REMOVAL

MARINE TERMINAL SECURITY

MARINE TERMINAL SECURITY

FIREARMS CARRYING SECURITY PERSONNEL

NON-FIREARMS CARRYING SECURITY PERSONNEL

Note: Applicant is the legal entity applying for the franchise. If the Applicant is granted the franchise, it will be the named franchisee. All information contained in this application shall apply only to the Applicant, and not to any parent, affiliate, or subsidiary entities.

Applicant's

Name RAIDER ENVIRONMENTAL SERVICES OF FLORIDA, INC.

(Name as it appears on the certificate of incorporation, charter, or other legal documentation as applicable, evidencing the legal formation of the Applicant)

Applicant's Business Address 4103 NW 132ND STREET OPA LOCKA FL 33054
Number / Street City/State/Zip

Phone # (305) _____ E-mail address STEVE@RAIDERENVIRONMENTAL.COM
994-9949

Fax #: (305-681-6175) _____

Name of the person authorized to bind the Applicant (Person's signature must appear on Page 13.)

Name STEVE OBST

Title PRESIDENT

Business Address 4103 NW 132ND STREET OPA LOCKA FL 33054
Number / Street City/State/Zip

Phone # (_____) _____ E-mail address STEVE@RAIDERENVIRONMENTAL.COM
9546056853)

Fax #: (3056816175) _____

Provide the Name and Contact Information of Applicant's Representative to whom questions about this application are to be directed (if different from the person authorized to bind the Applicant):

Representative's Name _____

Representative's Title _____

Representative's Business Address _____
Number / Street City/State/Zip

Representative's Phone # (_____) _____

Representative's E-mail address _____ @ _____

Representative's Fax # () _____

PLEASE COMPLETE THIS APPLICATION AND LABEL ALL REQUIRED BACKUP DOCUMENTATION TO CLEARLY IDENTIFY THE SECTION OF THE APPLICATION TO WHICH THE DOCUMENTATION APPLIES (I.E., SECTION A, B, C, etc.).

Section A

1. List the name(s) of Applicant's officers, including, CEO, COO, CFO, director(s), member(s), partner(s), shareholder(s), principal(s), employee(s), agents, and local representative(s) active in the management of the Applicant.

Officers:

Title PRESIDENT
First Name _____ Last Name OBST
Middle Name _____
Business Street Address 4103 NW 132ND STREEY
City, State, Zip Code OPA LOCKA
Phone Number (_____) Fax Number (_____)
3059949949) @ _____ .
Email Address _____

Title VICE PRESIDENT
First Name _____ Middle Name _____
Last Name _____
Business Street Address _____
City, State, Zip Code _____
Phone Number (_____) Fax Number (_____)
Email Address _____ @ _____ .

Title _____
First Name _____ Middle Name _____
Last Name _____
Business Street Address _____
City, State, Zip Code _____
Phone Number (_____) Fax Number (_____)
Email Address _____ @ _____ .

Title _____
First Name _____ Middle Name _____
Last Name _____
Business Street Address _____
City, State, Zip Code _____
Phone Number (_____) Fax Number (_____)
Email Address _____ @ _____ .

Attach additional sheets if necessary.

2. RESUMES: Provide a resume for each officer, director, member, partner, shareholder, principal, employee, agent, and local representative(s) active in the management of the Applicant, as listed above.

PLEASE REFER TO PREVIOUS APPLICATIONS ON FILE

Section B

1. Place checkmark to describe the Applicant:
() Sole Proprietorship (X) Corporation () Partnership () Joint Venture () Limited Liability Company
2. Provide copies of the documents filed at the time the Applicant was formed including Articles of Incorporation (if a corporation); Articles of Organization (if an LLC); or Certificate of Limited Partnership or Limited Liability Limited Partnership (if a partnership). If the Applicant was not formed in the State of Florida, provide a copy of the documents demonstrating that the Applicant is authorized to conduct business in the State of Florida.

Section C

1. Has there been any change in the ownership of the Applicant within the last five (5) years? (e.g., any transfer of interest to another party)
Yes ___ No X If "Yes," please provide details in the space provided. Attach additional sheets if necessary.
2. Has there been any name change of the Applicant or has the Applicant operated under a different name within the last five (5) years?
Yes ___ No X If "Yes," please provide details in the space provided, including: Prior name(s) and Date of name change(s) filed with the State of Florida's Division of Corporations or other applicable state agency. Attach additional sheets if necessary.
3. Has there been any change in the officers, directors, executives, partners, shareholders, or members of the Applicant within the past five (5) years?
Yes ___ No X If "Yes," please provide details in the space provided, including:
Prior officers, directors, executives, partners, shareholders, members
Name(s) _____
New officers, directors, executives, partners, shareholders, members
Name(s) _____
Also supply documentation evidencing the changes including resolution or minutes appointing new officers, list of new principals with titles and contact information, and effective date of changes. Attach additional sheets if necessary.

Section D

Provide copies of all fictitious name registrations filed by the Applicant with the State of Florida's Division of Corporations or other State agencies. If none, indicate "None" NONE.

Section E

1. Has the Applicant acquired another business entity within the last five (5) years?
Yes___ No X If "Yes," please provide the full legal name of any business entity which the

Applicant acquired during the last five (5) years which engaged in a similar business activity as the business activity which is the subject of this Port Everglades Franchise Application.
If none, indicate "None" NONE.

2. Indicate in the space provided the date of the acquisition and whether the acquisition was by a stock purchase or asset purchase and whether the Applicant herein is relying on the background and history of the acquired firm's officers, managers, employees and/or the acquired firm's business reputation in the industry to describe the Applicant's experience or previous business history. Attach additional sheets if necessary.

3. Has the Applicant been acquired by another business entity within the last five (5) years?
Yes___ No X If "Yes," provide the full legal name of any business entity which acquired the

Applicant during the last five (5) years which engaged in a similar business activity as the business activity which is the subject of this Port Everglades Franchise Application.
If none, indicate "None" NONE.

4. Indicate in the space provided the date of the acquisition and whether the acquisition was by a stock purchase or asset purchase and whether the Applicant herein is relying on the background and history of the parent firm's officers, managers, employees and/or the parent firm's business reputation in the industry to describe the Applicant's experience or previous business history. Attach additional sheets if necessary.

Section F

Provide the Applicant's previous business history, including length of time in the same or similar business activities as planned at Port Everglades.

PLEASE REFER TO PREVIOUS APPLICATON, THIS IS A RENEWAL. RAIDER HAS BEEN PROVIDING MARITIME WASTE SERVICES FOR APPROXIMATELY 10 YEARS IN MOST MAJOR PORTS WITHIN THE STSET OF FLORIDA.

Section G

1. Provide a list of the Applicant's current managerial employees, including supervisors, superintendents, and forepersons.

STEVE MILLER, SUPERVISOR
LAZARO GONZALEZ FOREPERSON
YULIET BASALLO OFFICE MANAGER

2. List the previous work history/experience of the Applicant's current managerial employees, including their active involvement in seaports and length of time in the same or similar business activities as planned at Port Everglades.

RAIDER 'S TEAM OF EMPLOYEES HAVE BEEN SERVICEING SHIPS FOR CLOSE TO TEN YEARS NOW, WE ALSO HAVE BEEN WORKING IN OTHER PORTS, SUCH AS PORT OF MIAMI, PORT CANAVERAL , PORT MANATEE.

Section I

1. Provide a description of all past (within the last five (5) years) and pending litigation and legal claims where the Applicant is a named party, whether in the State of Florida or in another jurisdiction, involving allegations that Applicant has violated or otherwise failed to comply with environmental laws, rules, or regulations or committed a public entity crime as defined by Chapter 287, Florida Statutes, or theft-related crime such as fraud, bribery, smuggling, embezzlement or misappropriation of funds or acts of moral turpitude, meaning conduct or acts that tend to degrade persons in society or ridicule public morals.

The description must include all of the following:

- a) The case title and docket number
- b) The name and location of the court before which it is pending or was heard
- c) The identification of all parties to the litigation
- d) General nature of all claims being made

If none, indicate "None" NOTHING NEW SINCE LAST APPLICATION_____.

2. Indicate whether in the last five (5) years the Applicant or an officer, director, executive, partner, or a shareholder, employee or agent who is or was (during the time period in which the illegal conduct or activity took place) active in the management of the Applicant was charged, indicted, found guilty or convicted of illegal conduct or activity (with or without an adjudication of guilt) as a result of a jury verdict, nonjury trial, entry of a plea of guilty or nolo contendere where the illegal conduct or activity (1) is considered to be a public entity crime as defined by Chapter 287, Florida Statutes, as amended from time to time, or (2) is customarily considered to be a white-collar crime or theft-related crime such as fraud, smuggling, bribery, embezzlement, or misappropriation of funds, etc. or (3) results in a felony conviction where the crime is directly related to the business activities for which the franchise is sought.

Yes___ No X

If you responded "Yes," please provide all of the following information for each indictment, charge, or conviction:

- a) A description of the case style and docket number
- b) The nature of the charge or indictment
- c) Date of the charge or indictment
- d) Location of the court before which the proceeding is pending or was heard
- e) The disposition (e.g., convicted, acquitted, dismissed, etc.)
- f) Any sentence imposed
- g) Any evidence which the County (in its discretion) may determine that the Applicant and/or person found guilty or convicted of illegal conduct or activity has conducted itself, himself or herself in a manner as to warrant the granting or renewal of the franchise.

Section J

The Applicant must provide a current certificate(s) of insurance. Franchise insurance requirements are determined by Broward County's Risk Management Division and are contained in the Port Everglades Tariff No. 12 as amended, revised or reissued from time to time. The Port Everglades Tariff is contained in the Broward County Administrative Code, Chapter 42, and is available for inspection on line at: <http://www.porteverglades.net/development/tariff>.

Section K

1. The Applicant must provide its most recent audited or reviewed financial statements prepared in accordance with generally accepted accounting principles, or other documents and information which demonstrate the Applicant's creditworthiness, financial responsibility, and resources, which the Port will consider in evaluating the Applicant's financial responsibility.

2. Has the Applicant or entity acquired by Applicant (discussed in Section E herein) sought relief under any provision of the Federal Bankruptcy Code or under any state insolvency law filed by or against it within the last five (5) year period?
Yes ___ No X

If "Yes," please provide the following information for each bankruptcy or insolvency proceeding:

- a) Date petition was filed or relief sought
- b) Title of case and docket number
- c) Name and address of court or agency
- d) Nature of judgment or relief
- e) Date entered

3. Has any receiver, fiscal agent, trustee, reorganization trustee, or similar officer been appointed in the last five (5) year period by a court for the business or property of the Applicant?
Yes ___ No X

If "Yes," please provide the following information for each appointment:

- a) Name of person appointed
- b) Date appointed
- c) Name and address of court
- d) Reason for appointment

4. Has any receiver, fiscal agent, trustee, reorganization trustee, or similar officer been appointed in the last five (5) year period by a court for any entity, business, or property acquired by the Applicant?
Yes ___ No X

If "Yes," please provide the following information for each appointment:

- a) Name of person appointed
- b) Date appointed
- c) Name and address of court
- d) Reason for appointment

Section L

List four (4) credit references for the Applicant, one of which must be a bank. Use this format:

Name of Reference	<u>SUNTRUST BANK</u>	
Contact Name	<u>BERTA LUGO</u>	City, State, Zip Code _____
Legal Business Street Address	<u>777 Brickell</u>	Phone Number (<u>3055797196</u>) _____
Ave, 9 th Floor, Miami, FL 33131		(Provide on a separate sheet.)

Nature of Business _____
Title _____

Section M

1. Security: Pursuant to Port Everglades Tariff 12, Item 960, all Franchisees are required to furnish an Indemnity and Payment Bond or Irrevocable Letter of Credit drawn on a U.S. bank in a format and an amount not less than \$20,000 as required by Broward County Port Everglades Department.
2. Has the Applicant been denied a bond or letter of credit within the past five (5) years?
Yes___ No X

If "Yes," please provide a summary explanation in the space provided of why the Applicant was denied. Use additional sheets if necessary.

Section N

1. Provide a list and description of all equipment currently owned and/or leased by the Applicant and intended to be used by the Applicant for the type of service(s) intended to be performed at Port Everglades including the age, type of equipment and model number.
PLEASE SEE PREVIOUS APPLICATION , RAIDER WNS AND OPERATES A FLEET OF TRACTOR TRAILERS , ALL CURRENTLY PERMITTED WITH BROWARD COUNTY AND PEV
2. Identify the type of fuel used for each piece of equipment. DIESEL
3. Indicate which equipment, if any, is to be domiciled at Port Everglades. NONE
4. Will all equipment operators be employees of the Applicant, on the payroll of the Applicant, with wages, taxes, benefits, and insurance paid by the Applicant?
Yes X No ___

If "No," please explain in the space provided who will operate the equipment and pay wages, taxes, benefits, and insurance, if the franchise is granted. Use additional sheets if necessary.

Section O

Provide a copy of the Applicant's current Broward County Business Tax Receipt (formerly Occupational License). RAIDER IS LOCATED IN MIAMI DADE.

Section P

1. Provide a copy of Applicant's safety program. SAME AS PREVIOUS APPLICATION.
2. Provide a copy of Applicant's substance abuse policy. SAME AS PREVIOUS APPLICATION
3. Provide a copy of Applicant's employee job training program/policy. SAME AS PREVIOUS.

4. Provide information regarding frequency of training.

TRAINING VARIES PENDING JOB SPECIFICS, TRAINING AND SAFETY IS A DAILY OCCURRENCE. FROM JOB SPECIFIC TAILGATE MEETING THAN CAN BE DAILY, TO COAST GUARG REQUIRED QUARTELY, BI ANNUAL, YEARLY, OSHA , ETC...

5. Include equipment operator certificates, if any.

N/A

Section Q

1. Has the Applicant received within the past five (5) years or does the Applicant have pending any citations, notices of violations, warning notices, or fines from any federal, state, or local environmental regulatory agencies?

Yes ___ No X NO PENDING, AND NO NEW SINCE LAST RENEWAL

2. Has the Applicant received within the past five (5) years or does the Applicant have pending any citations, notices of violations, warning notices, or civil penalties from the U.S. Coast Guard?

Yes X No ___ PLEASE SEE ATTACHED INSPECTION REPORT, ALL (3) ISSUES

WERE RECTIFIED PRIOR TO MARCH 24TH 2021

3. Has the Applicant received within the past five (5) years or does the Applicant have pending any citations, notices of violations, warning notices, or fines from the Occupational Safety and Health Administration?

Yes ___ No ___

If you responded "Yes" to any of this section's questions 1, 2, or 3 above, please provide a detailed summary for each question containing the following information:

a) Name and address of the agency issuing the citation or notice

USCG

b) Date of the notice

MARCH 10TH 2021

c) Nature of the violation

HOSE

IDENTIFICATION

LABELS AND

RECORD KEEPING

d) Copies of the infraction notice(s) from the agency

SEE ATTACHED

e) Disposition of case YES

f) Amount of fines, if any

NONE

g) Corrective action

taken, HOSES

LABELED AND

RECORD KEEPING

BROUGHT UP TO

DATE

Attach copies of all citations, notices of violations, warning notices, civil penalties and fines issued by local, state, and federal regulatory agencies, all related correspondence, and proof of payment of fines.

4. Provide a statement (and/or documentation) which describes the Applicant's commitment to environmental protection, environmental maintenance, and environmental enhancement in the Port.

RAIDER HAS A VERY IMPORTANT ROLE IN THE PORT, AS WE ARE ONE OF THE VERY FEW SOURCES FOR SHIPS THAT ACCEPTS OPERATIONAL WASTES. PORT EVERGLADES IS MANDATED BY THE IMO TO BE HAVE TRANSFER FACILITIES LIKE OURS AVAILBALE IN THE PORT.

Section R

Provide written evidence of Applicant's ability to promote and develop growth in the business activities, projects or facilities of Port Everglades through its provision of the services (i.e., stevedore, cargo handler or steamship agent) it seeks to perform at Port Everglades. For first-time applicants (stevedore, cargo handler and steamship agent), the written evidence must demonstrate Applicant's ability to attract and retain new business such that, Broward County may determine in its discretion that the franchise is in the best interests of the operation and promotion of the port and harbor facilities. The term "new business" is defined in Chapter 32, Part II of the Broward County Administrative Code as may be amended from time to time.

N/A

If you have checked an Applicant box for VESSEL BUNKERING, VESSEL OILY WASTE REMOVAL, VESSEL SANITARY WASTE WATER REMOVAL, OR MARINE TERMINAL SECURITY, the following additional information is required:

VESSEL BUNKERING

Section T- A Letter of Adequacy from the U.S. Coast Guard and a copy of the applicant's operations manual approved by the U.S. Coast Guard.

Section V- A copy of the applicant's Oil Spill Contingency Plan for Marine Transportation Related Facilities approved by the U.S. Coast Guard.

Section W- A Terminal Facility Discharge Prevention and Response Certificate with a copy of an approved Oil Spill Contingency Plan from the Florida Dept. of Environmental Protection.

Section Z- An approved Discharge Cleanup Organization Certificate from the Florida Dept. of Environmental Protection which has been issued to the applicant or to its cleanup contractor with a copy of the cleanup contract showing the expiration date.

VESSEL OILY WASTE REMOVAL

Section S - Certificate of Adequacy in compliance with the Directives of MARPOL 73/75 and 33 CFR 158, if applicable. - *N/A*

Section T- A Letter of Adequacy from the U.S. Coast Guard and a copy of the Applicant's operations manual approved by the U.S. Coast Guard.

Section U- A Waste Transporter License from the Broward County Environmental Protection Department identifying the nature of the discarded hazardous (or non-hazardous) material to be transported.

Section V- A copy of the Applicant's Oil Spill Contingency Plan for Marine Transportation Related Facilities approved by the U.S. Coast Guard. - *ON FILE*

Section W- A Terminal Facility Discharge Prevention and Response Certificate with a copy of an approved Oil Spill Contingency Plan from the Florida Dept. of Environmental Protection.

Section X- A Used Oil Collector, Transporter, and Recycler Certificate from the Florida Dept. of Environmental Protection.

Section Y- An Identification Certificate from the U.S. Environmental Protection Agency. - *ON FILE*

Section Z- An approved Discharge Cleanup Organization Certificate from the Florida Dept. of Environmental Protection which has been issued to the Applicant or to its cleanup contractor with a copy of the cleanup contract showing the expiration date.

VESSEL SANITARY WASTE WATER REMOVAL

Section U- A Waste Transporter License from the Broward County Environmental Protection Department identifying the nature of the discarded hazardous (or non-hazardous) material to be transported.

Section Z1- A copy of the Applicant's operations manual. *ON FILE*

Section Z2- A Septage Receiving Facility Waste Hauler Discharge Permit from the Broward County Water and Wastewater Services Operations Division.

MARINE TERMINAL SECURITY

Section N1- A list of all metal detection devices, walk-through and hand held, as well as all luggage and carryon x-ray machines owned or leased, to be used or domiciled at Port Everglades. Listing must include brand name and model.

Section N2- A copy of all manufacturers recommended service intervals and name of

company contracted to provide such services on all aforementioned equipment.

Section N3- A description of current method employed to assure all equipment is properly calibrated and functioning.

Section N4- current training requirements and training syllabus for employees operating x-ray equipment. Highlight emphasis on weapon and contraband identification.

Include equipment operator certificates, if any.

Section O1- Provide copies of all local, state and federal licenses, including:

a. A copy of the Applicant's State of Florida Business License.

b. A copy of security agency's Manager's "M" or "MB" License and a copy of the security agency's "B" or "BB" License issued by the Florida Department of Agriculture and Consumer Services.

Section P3- SECURITY GUARDS / SUPERVISORS

a. Provide Applicant's background requirements, education, training etc., for personnel hired as security guards.

b. Provide historic annual turnover ratio for security guards.

c. Provide a copy of Applicant's job training program/policy including a copy of training curriculum and copies of all manuals and take-home materials made available to security guards. Include information regarding frequency of training.

d. Provide background requirements, experience, licensing and any and all advanced training provided to supervisory personnel.

e. Provide present policy for individual communication devices either required of security guards or supplied by the employer.

f. Provide procurement criteria and source as well as Applicant's certification requirements for K-9 workforce.

g. Provide information on the number of security guards / supervisors currently employed or expected to be employed to provide security services at Port Everglades.

Supervisors _____
Class D Guards _____
Class G Guards _____
K-9 Handlers _____

Port Everglades Tariff 12

References to the Port Everglades Tariff 12 as amended or reissued: <http://www.porteverglades.net/development/tariff>

Application Fees

The following fees have been established for franchised businesses at Port Everglades. Initial processing fees are nonrefundable. A franchise is required for each category of business.

Stevedore

Initial processing fee, assignment fee, or reinstatement fee \$ 11,000.00

Annual Fee

\$ 4,000.00

Cargo Handler

Initial processing fee, assignment fee, or reinstatement fee \$ 11,000.00

Annual Fee

\$ 4,000.00

Steamship Agent

Initial processing fee, assignment fee, or reinstatement fee \$

4,000.00

Annual Fee

\$ 2,250.00

Tugboat and Towing

Initial processing fee, assignment fee, or reinstatement fee \$ 26,000.00

Annual Fee

By Contract

Vessel Bunkering, Vessel Oily Waste Removal,

Vessel Sanitary Waste Water Removal

Initial processing fee, assignment fee, or reinstatement fee \$ 4,000.00

Annual Fee

\$ 2,250.00

For first-time franchise Applicants, both the initial application fee and the annual fee must be submitted at time of application. Thereafter, annual franchise fees are due and payable each year on the franchise anniversary date, which is defined as the effective date of the franchise.

Note: Check(s) should be made payable to:

BROWARD COUNTY BOARD OF COUNTY COMMISSIONERS and be mailed with this application to:

Port Everglades Business Administration Division

1850 Eller Drive, Fort Lauderdale, FL 33316

Required Public Hearing

Staff review of this application will not commence until such time as all of the above requested information and documentation has been provided and the franchise application has been determined by staff to be complete. All of the above requested information and Sections are required to be completed prior to the scheduling of the public hearing. Staff will request that the Broward County Board of County Commissioners set a public hearing to consider the franchise application and hear comments from the public. The Applicant will be notified of the Public Hearing date and must plan to attend the Public Hearing.

By signing and submitting this application, Applicant certifies that all information provided in this application is true and correct. Applicant understands that providing false or misleading information on this application may result in the franchise application being denied, or in instances of renewal, a franchise revoked. Applicant hereby waives any and all claims for any damages resulting to the Applicant from any disclosure or publication in any manner of any material or information acquired by Broward County during the franchise application process or during any inquiries, investigations, or public hearings.

Applicant further understands that if there are any changes to the information provided herein (subsequent to this application submission) or to its officers, directors, senior management personnel, or business operation as stated in this application, Applicant agrees to provide such updated information to the Port Everglades Department of Broward County, including the furnishing of the names, addresses (and other information as required above) with respect to persons becoming associated with Applicant after its franchise application is submitted, and any other required documentation requested by Port Everglades Department staff as relating to the changes in the business operation. This information must be submitted within ten (10) calendar days from the date of any change made by the Applicant.

Applicant certifies that all workers performing functions for Applicant who are subject to the Longshore and Harbor Workers' Act are covered by Longshore & Harbor Workers' Act, Jones Act Insurance, as required by federal law.

This application and all related records are subject to Chapter 119, F.S., the Florida Public Records Act.

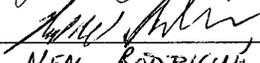
By its execution of this application, Applicant acknowledges that it has read and understands the rules, regulations, terms and conditions of the franchise it is applying for as set forth in Chapter 32, Part II, of the Broward County Administrative Code as amended, and agrees, should the franchise be granted by Broward County, to be legally bound and governed by all such rules, regulations, terms and conditions of the franchise as set forth in Chapter 32, Part II, of the Broward County Administrative Code as amended.

The individual executing this application on behalf of the Applicant, personally warrants that s/he has the full legal authority to execute this application and legally bind the Applicant.

Signature of Applicant's Authorized Representative  Date Signed 04/30/2021

Signature name and title - typed or printed Steve Obst, president

Witness Signature (*Required*) 
Witness name-typed or printed JUDY CARTER

Witness Signature (*Required*) 
Witness name-typed or printed NEAL RODRIGUEZ

If a franchise is granted, all official notices/correspondence should be sent to:
Name _____ Title _____

Address _____ Phone (____) _____

Resume

Steve Obst
Raider Environmental Services of Florida, Inc.

Company Title: President & Owner

Steve has been in the vacuum truck business since 1990. He began by servicing septic tanks and is a Florida registered Certified Septic Tank Contractor to this day. He began his career in domestic waste water and grease trap servicing working for Environmental Control Experts, a company owned by Southern Waste Services, Inc.

Steve assisted in dockside services as well as bilge and tank cleaning while ships were at dock over 25 years ago. He has overseen all aspects of marketing, purchasing, transportation, disposal, training, and compliance at Raider Environmental Services for the past 17 years.

He is assistant to the environmental and emergency coordinator at our company. He has completed the 40 hour hazwhopper, DOT 181, and trained in confined space entry. He is also an industrial wastewater treatment plant operator.

He has personally been responsible for the growth of the company since its inception, he has had the mindset to be adaptive to market conditions and have the company take multiple changes in direction while always seeking new opportunities to grow and offer a wider scope of services.

The most important thing that could be said is that he is not only bestowed with great common sense and the ability to make deals, he is also a people minded person. Creating a great working environment at Raider and surrounding himself with a quality group of highly motivated people that as a group make Raider the entity that it is today and in the future.

Resume

Tavia Obst
Raider Environmental Services, Inc.
Tel#954-316-0633
Fax#954-791-0050

Company Title: CFO

Tavia has been employed with the company since December, 2004. My duties consist of overseeing all office related matters, from staff hiring to year-end tax audits. I currently manage a staff of 45 + people and maintain records for a fleet of over 70 vehicles. I am the purchasing agent for the company insurance.

Prior to employment with Raider Environmental Services, Inc., I was a nursing student and worked part time as a legal secretary for Alan Green, P.A. for two years. Previous to that I was employed with County Line Chiropractic Center for five years and during my time there did all aspects of office duties, including front desk, medical billing, and office manager for one of their site offices.

**Electronic Articles of Incorporation
For**

**P01000073735
FILED
July 26, 2001
Sec. Of State**

RAIDER ENVIRONMENTAL SERVICES, INC.

The undersigned incorporator, for the purpose of forming a Florida profit corporation, hereby adopts the following Articles of Incorporation:

Article I

The name of the corporation is:

RAIDER ENVIRONMENTAL SERVICES, INC.

Article II

The principal place of business address:

210 S.W. 44 AVE
PLANTATION, FL. 33317

The mailing address of the corporation is:

210 S.W. 44 AVE
PLANTATION, FL. 33317

Article III

The purpose for which this corporation is organized is:

ANY AND ALL LAWFUL BUSINESS.

Article IV

The number of shares the corporation is authorized to issue is:

1000

P01000073735
FILED
July 26, 2001
Sec. Of State

Article V

The name and Florida street address of the registered agent is:

STEVE OBST
210 S.W. 44 AVE
PLANTATION, FL. 33317

I certify that I am familiar with and accept the responsibilities of registered agent.

Registered Agent Signature: STEVE OBST

Article VI

The name and address of the incorporator is:

SUSAN BEETZ
11140 N.W. 36TH COURT
CORAL SPRINGS, FL 33075

Incorporator Signature: SUSAN BEETZ

Article VII

The initial officer(s) and/or director(s) of the corporation is/are:

Title: P
STEVE OBST
210 SW 44 AVE
PLANTATION, FL. 33317

Title: V
CHRIS KESELESKI
210 SW 44 AVE
PLANTATION, FL. 33317

State of Florida

Department of State

I certify from the records of this office that RAIDER ENVIRONMENTAL SERVICES OF FLORIDA, INC. is a corporation organized under the laws of the State of Florida, filed on July 26, 2001.

The document number of this corporation is P01000073735.

I further certify that said corporation has paid all fees due this office through December 31, 2018, that its most recent annual report/uniform business report was filed on February 20, 2018, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Twentieth day of February,
2018*

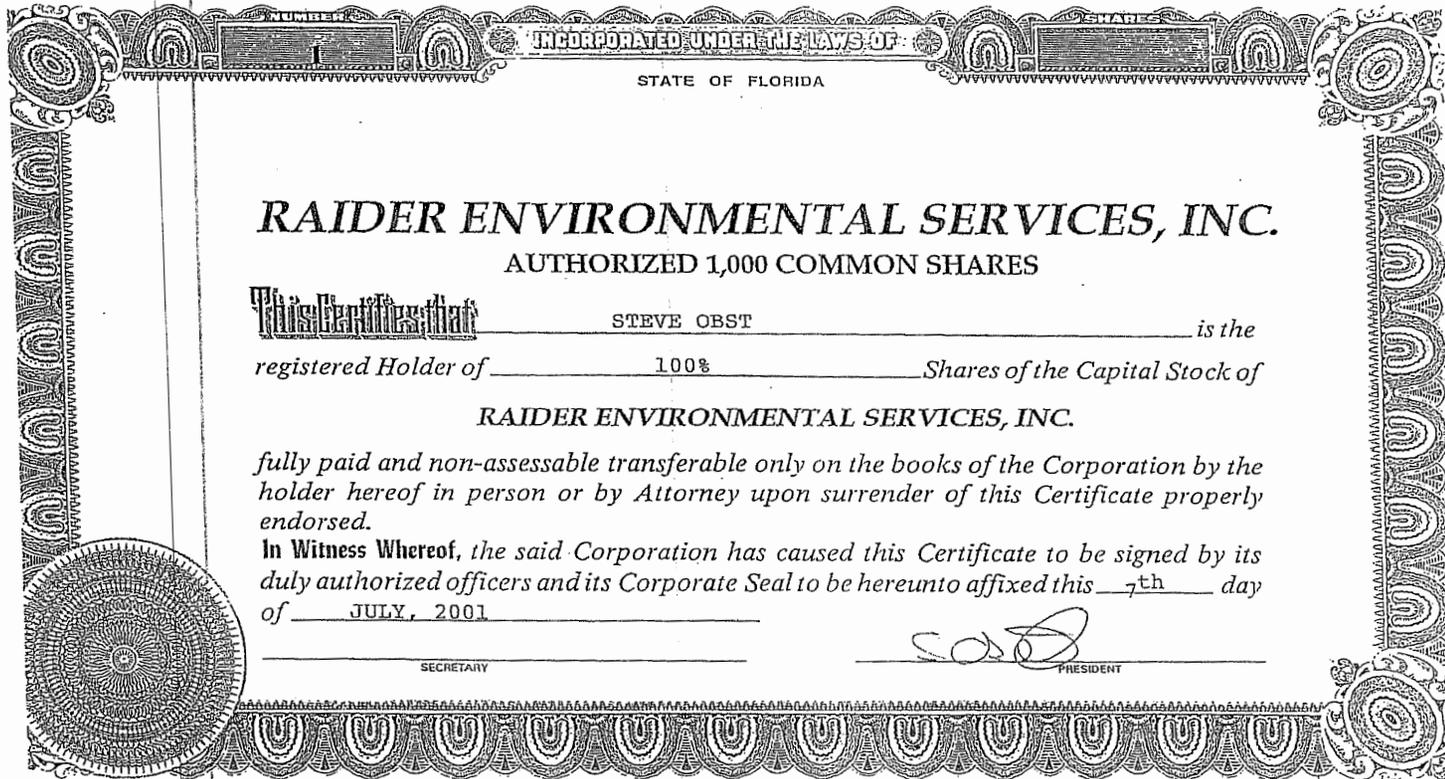


Ken Detjen
Secretary of State

Tracking Number: CC1727410406

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>



NUMBER 1 SHARES
INCORPORATED UNDER THE LAWS OF
STATE OF FLORIDA

RAIDER ENVIRONMENTAL SERVICES, INC.
AUTHORIZED 1,000 COMMON SHARES

~~This Certifies that~~ _____ STEVE OBST _____ is the
registered Holder of _____ 100% _____ Shares of the Capital Stock of
RAIDER ENVIRONMENTAL SERVICES, INC.

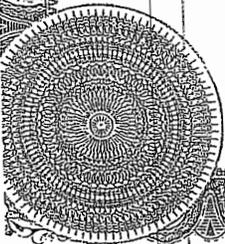
fully paid and non-assessable transferable only on the books of the Corporation by the holder hereof in person or by Attorney upon surrender of this Certificate properly endorsed.

In Witness Whereof, the said Corporation has caused this Certificate to be signed by its duly authorized officers and its Corporate Seal to be hereunto affixed this 7th day of JULY, 2001

SECRETARY

SOB

PRESIDENT



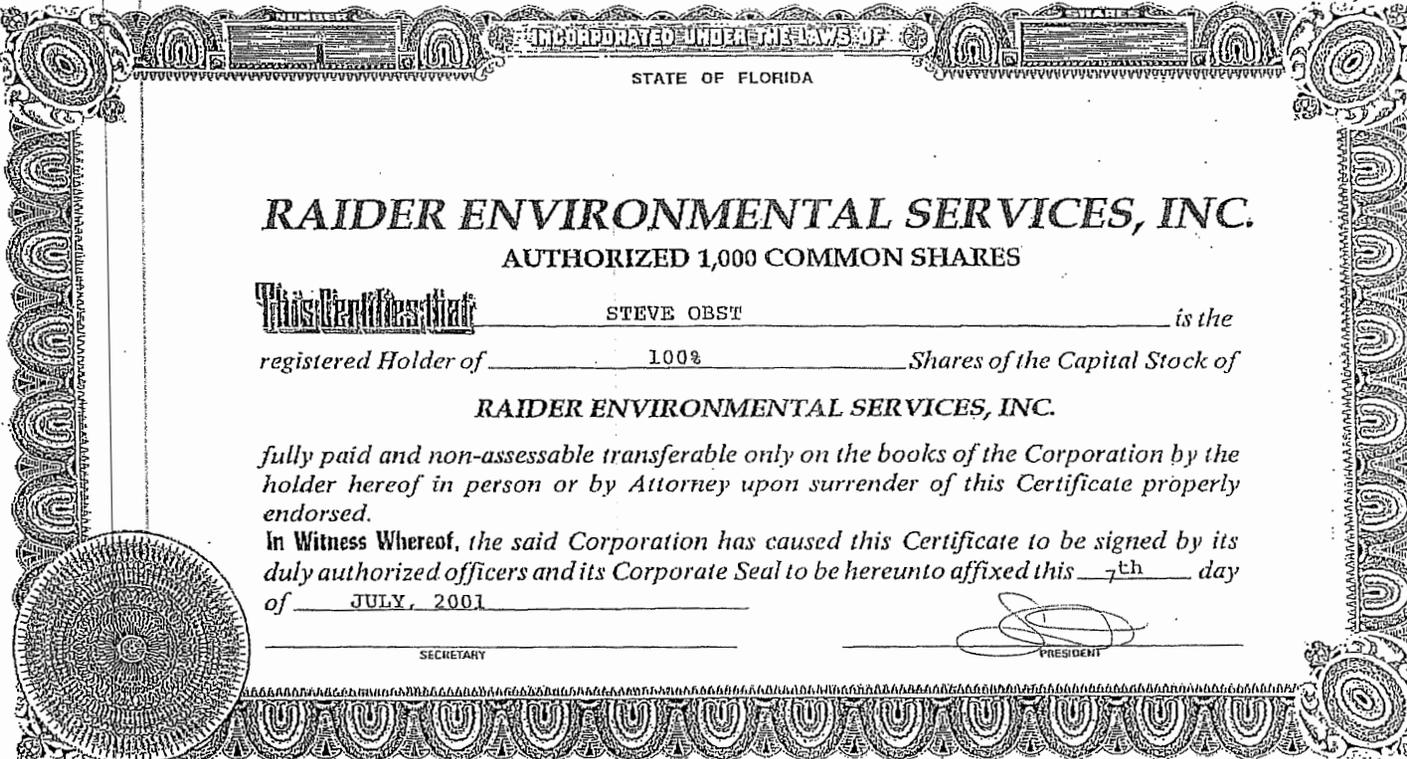
ACKSTONE

PAGE 02/02

LAW OFFICES

5594756505

11:46 AM 02/27/01



INCORPORATED UNDER THE LAWS OF

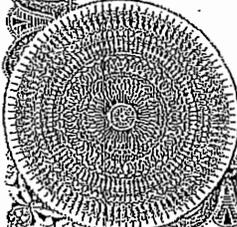
STATE OF FLORIDA

RAIDER ENVIRONMENTAL SERVICES, INC.
AUTHORIZED 1,000 COMMON SHARES

~~This Certificate~~ STEVE OBST is the
registered Holder of 100% Shares of the Capital Stock of
RAIDER ENVIRONMENTAL SERVICES, INC.

fully paid and non-assessable transferable only on the books of the Corporation by the holder hereof in person or by Attorney upon surrender of this Certificate properly endorsed.

In Witness Whereof, the said Corporation has caused this Certificate to be signed by its duly authorized officers and its Corporate Seal to be hereunto affixed this 7th day of JULY, 2001



SECRETARY

PRESIDENT

BLACKSTONE

DIVISION OF CORPORATIONS



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Florida Profit Corporation

RAIDER ENVIRONMENTAL SERVICES OF FLORIDA, INC.

Filing Information

Document Number	P01000073735
FEI/EIN Number	65-1125306
Date Filed	07/26/2001
State	FL
Status	ACTIVE
Last Event	AMENDMENT
Event Date Filed	07/17/2017
Event Effective Date	NONE

Principal Address

4103 NW 132ND ST.
OPA-LOCKA, FL 33054

Changed: 02/15/2009

Mailing Address

P.O. BOX 19645
PLANTATION, FL 33318

Changed: 04/22/2008

Registered Agent Name & Address

OBST, STEVE
210 S.W. 44 AVE
PLANTATION, FL 33317

Officer/Director Detail

Name & Address

Title PD

OBST, STEVE
4103 NW 132ND ST.
OPA-LOCKA, FL 33054

Title CEO/VP

OBST, TAVIA

**2003 FOR PROFIT CORPORATION
UNIFORM BUSINESS REPORT (UBR)**

FILED
Mar 20, 2003 8:00 am
Secretary of State

DOCUMENT # P01000073735				03-20-2003-90099 047 ***150.00	
1. Entity Name RAIDER ENVIRONMENTAL SERVICES, INC.				4. FEI Number 65-1125306 <input type="checkbox"/> Applied For <input type="checkbox"/> Not Applicable	
Principal Place of Business 210 S.W. 44 AVE PLANTATION FL 33317		Mailing Address 210 S.W. 44 AVE PLANTATION FL 33317			
2. Principal Place of Business		3. Mailing Address			
Suite, Apt. #, etc.		Suite, Apt. #, etc.			
City & State		City & State			
Zip	Country	Zip	Country	5. Certificate of Status Desired <input type="checkbox"/> \$8.75 Additional Fee Required	
6. Name and Address of Current Registered Agent			7. Name and Address of New Registered Agent		
OBST, STEVE 210 S.W. 44 AVE PLANTATION FL 33317			Name Street Address (P.O. Box Number is Not Acceptable) City FL Zip Code		
8. The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida. I am familiar with, and accept the obligations of registered agent.					
SIGNATURE: _____ DATE: _____ <small>Signature, typed or printed name of registered agent and fee if applicable. (NOTE: Registered Agent signature required when reissuing)</small>					
FILE NOW!!! FEE IS \$150.00 After May 1, 2003 Fee will be \$550.00 Make Check Payable to Florida Department of State			9. Election Campaign Financing Trust Fund Contribution. <input type="checkbox"/> \$5.00 May Be Added to Fees		
10. OFFICERS AND DIRECTORS			11. ADDITIONS/CHANGES TO OFFICERS AND DIRECTORS IN 11		
TITLE	P	<input type="checkbox"/> Delete	TITLE	<input type="checkbox"/> Change	<input type="checkbox"/> Addition
NAME	OBST, STEVE		NAME		
STREET ADDRESS	210 SW 44 AVE		STREET ADDRESS		
CITY-ST-ZIP	PLANTATION FL 33317		CITY-ST-ZIP		
TITLE		<input type="checkbox"/> Delete	TITLE	<input type="checkbox"/> Change	<input type="checkbox"/> Addition
NAME			NAME		
STREET ADDRESS			STREET ADDRESS		
CITY-ST-ZIP			CITY-ST-ZIP		
TITLE		<input type="checkbox"/> Delete	TITLE	<input type="checkbox"/> Change	<input type="checkbox"/> Addition
NAME			NAME		
STREET ADDRESS			STREET ADDRESS		
CITY-ST-ZIP			CITY-ST-ZIP		
TITLE		<input type="checkbox"/> Delete	TITLE	<input type="checkbox"/> Change	<input type="checkbox"/> Addition
NAME			NAME		
STREET ADDRESS			STREET ADDRESS		
CITY-ST-ZIP			CITY-ST-ZIP		
TITLE		<input type="checkbox"/> Delete	TITLE	<input type="checkbox"/> Change	<input type="checkbox"/> Addition
NAME			NAME		
STREET ADDRESS			STREET ADDRESS		
CITY-ST-ZIP			CITY-ST-ZIP		
12. I hereby certify that the information supplied with this filing does not qualify for the exemption stated in Section 119.07(3)(f), Florida Statutes. I further certify that the information indicated on this report or supplemental report is true and accurate and that my signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 507, Florida Statutes; and that my name appears in Block 10 or Block 11 if changed, or on an attachment with an address, with all other like empowered.					
SIGNATURE: 			Date: 3.17.03		Daytime Phone #: 954 322-4427

CR2E034 (10/02)

DIVISION OF CORPORATIONS



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Florida Profit Corporation

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Title PD

OBST, STEVE
4103 NW 132ND ST.
OPA-LOCKA, FL 33054

Title CEO/VP

OBST, TAVIA

210 SW 44TH AVE.
PLANTATION, FL 33317

Annual Reports

Report Year	Filed Date
2019	02/28/2019
2020	03/31/2020
2021	01/28/2021

Document Images

01/28/2021 -- ANNUAL REPORT	View image in PDF format
03/31/2020 -- ANNUAL REPORT	View image in PDF format
02/28/2019 -- ANNUAL REPORT	View image in PDF format
02/20/2018 -- ANNUAL REPORT	View image in PDF format
07/17/2017 -- Amendment	View image in PDF format
01/26/2017 -- ANNUAL REPORT	View image in PDF format
04/06/2016 -- ANNUAL REPORT	View image in PDF format
04/06/2015 -- ANNUAL REPORT	View image in PDF format
01/20/2015 -- Amendment	View image in PDF format
12/19/2014 -- Amendment	View image in PDF format
06/06/2014 -- Amendment and Name Change	View image in PDF format
01/17/2014 -- ANNUAL REPORT	View image in PDF format
02/18/2013 -- ANNUAL REPORT	View image in PDF format
01/27/2012 -- ANNUAL REPORT	View image in PDF format
02/17/2011 -- ANNUAL REPORT	View image in PDF format
04/09/2010 -- Amendment	View image in PDF format
02/17/2010 -- ANNUAL REPORT	View image in PDF format
08/03/2009 -- Amendment	View image in PDF format
05/29/2009 -- Amendment	View image in PDF format
02/15/2009 -- ANNUAL REPORT	View image in PDF format
04/22/2008 -- ANNUAL REPORT	View image in PDF format
12/08/2007 -- REINSTATEMENT	View image in PDF format
07/05/2006 -- ANNUAL REPORT	View image in PDF format
12/09/2005 -- REINSTATEMENT	View image in PDF format
01/14/2004 -- ANNUAL REPORT	View image in PDF format
03/20/2003 -- ANNUAL REPORT	View image in PDF format
04/02/2002 -- ANNUAL REPORT	View image in PDF format
07/26/2001 -- Domestic Profit	View image in PDF format



SECTION F

Raider Environmental Services has been providing environmental services since 2001 through the treatment, valorization and recycling of waste from different industrial and production activities. Initially started almost 16 years ago as a spinoff of a family owned and operated septic tank service company, that was founded in 1972. Raider Environmental has evolved into a full service waste transportation, treatment, recycling, disposal and now an autoclaving company.

Raider owns and operates its very own centralized waste water treatment plant and two used oil processing facilities. These facilities are core to our operations and offer our clients the added value of turning a portion of their waste into valuable commodities.

The maritime industry has been the focus of our expansion for the past eight years. In that time frame, we have expanded our operations with the opening of a brand new six acre facility located in Central Florida to facilitate operations from Port of Tampa and Port Canaveral. In addition, we have now included in our operations at our Central Florida facility a state of the art autoclave/sterilizer for treating Regulated Garbage, along with obtaining a Cartage Agreement for USDA Regulated Garbage.

Raider provides waste related services within the State of Florida and maintains Certificates of Adequacy (COAs) issued by the United State Coast Guard (USCG) as evidence that our facilities meet the requirement of the 1978 Protocol to the International Convention for the prevention of Pollution from Ships (MARPOL 73/78).

Raider has been providing ship waste solutions in the Port of Miami for over 9 years. Norwegian Cruise Line Holdings, Inc. has been partnered with us for that period of time and has elected to grow that relationship further by having us extend our service area to Port Canaveral and Port of Tampa. Raider has serviced Royal Caribbean Cruises, Ltd in all four ports, Port of Miami, Port Everglades, Port Canaveral and Port of Tampa for the last three years.

Raider has operated in Port Everglades for the last three years with RCCL. We have since secured a long term contract exclusively with their entire fleet statewide to manage all of their oily sludge waste, hazardous, non-hazardous and universal waste, including USDA waste.

Raider has grown to be a sustainable business which provides innovative and high-quality solutions. Our mission and values are the pillars on which we build the company's growth and are an expression to our customers, employees and ultimately society as a whole. We hope to continue to bring these values to Port Everglades and offer your clients some added values by being a multi-service Port Reception Facility with cost savings associated to facility ownership.

Since March of 2020, Raider has barely offered any Maritime Services due to COVID-19. Raider has greatly suffered due to the Pandemic and has had zero activity within Port Everglades for almost 2 years now. We hope to see things changes and for Raider to return to business as usual at some point in 2022.

Raider has focused on other sources of work for the past two years, mostly focusing on infrastructure work.

4103 Northwest 132nd Street ~ Opa-Locka ~ Florida ~ 33054 ~ Tel (305) 994-9949 ~ Fax (305) 681-6175

www.raiderenvironmental.com



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/15/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER SEEMAN HOLTZ PROPERTY & CASUALTY, LLC 301 YAMATO RD., SUITE 2250 BOCA RATON FL 33431		CONTACT NAME: TAMILYN SOSA PHONE (A/C, No, Ext): (561) 451-1900 FAX (A/C, No): E-MAIL ADDRESS: TSOSA@SEEMANHOLTZPC.COM	
INSURED RAIDER ENVIRONMENTAL SERVICES OF FLORIDA, INC. PO BOX 19645 PLANTATION FL 33318 FEIN: 651125306		INSURER(S) AFFORDING COVERAGE INSURER A: FWCJUA INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 2009150001 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOG OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/POP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			6G467464	9/15/2020	9/15/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000.00 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000.00 E.L. DISEASE - POLICY LIMIT \$ 1,000,000.00

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

*Caroline Dyk
Risk Manager
9/18/2020*

CERTIFICATE HOLDER Broward County 1850 Eller Dr Fort Lauderdale FL 33316 Phone Number: (954) 831-4000	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE:
--	---

1:31 PM
05/06/21
Accrual Basis

RAIDER ENVIRONMENTAL SERVICES
Profit & Loss
January through December 2020

** confidential **

	Jan - Dec 20
Ordinary Income/Expense	
Income	
40000 · Income	
41001 · ENVIRO SVCS	5,197,447.25
41003 · OIL	639,552.11
41004 · Environmental Fee	600.00
42004 · INCOME-OIL BUGGY - OIL	636,989.52
42005 · INCOME-DRUMS	25,142.16
40000 · Income - Other	8,246.86
	6,507,977.90
Total 40000 · Income	6,507,977.90
50009 · Returned Check Charges	225.00
	6,508,202.90
Total Income	6,508,202.90
Cost of Goods Sold	
COGS - Supplies	
5000 · Oil Processing	11,418.54
	11,418.54
Total COGS - Supplies	11,418.54
50000 · COST OF GOODS SOLD	
50010 · COGS - Oil	31,276.91
50011 · OTHER ALLOCATED COGS	1,497,212.46
50013 · DEPRECIATION ALLOCATED	697,393.93
50014 · Wages - Officer Allocated	130,423.04
50015 · Wages - Employee Allocated	957,935.62
50030 · COGS - Materials / Supplies	105,957.89
50040 · COGS - Disposal	235,566.31
50050 · COGS - Fees	7,039.00
50060 · COGS - Fuel	205,473.58
50070 · COGS - Sewer	168,834.15
50080 · COGS - Subcontract Labor	860,662.98
50090 · COGS - Tolls	23,567.62
	4,921,343.49
Total 50000 · COST OF GOODS SOLD	4,921,343.49
Total COGS	4,932,762.03
Gross Profit	1,575,440.87
Expense	
60000 · FIXED EXPENSES	
60100 · Advertising and Marketing	295.00
60300 · Depreciation Expense	77,488.21
60500 · Insurance	
60502 · Auto Personal Property	0.00
60503 · Commercial Auto	25,838.28
60505 · Commercial Property	797.43
60506 · Dental Insurance	153.18
60509 · Flood	429.20
60510 · Health Insurance	3,839.30
60511 · Life - Term	8,159.64
60515 · Sm Vehicle Commercial Auto	7,176.86
60516 · Supplemental	649.90
60519 · Workers Comp	6,516.70
	53,560.49
Total 60500 · Insurance	53,560.49
60600 · Interest Expense	78,327.16
60700 · Rent	
60705 · Mulberry	3,080.02
60720 · Miami Corp Rent	166,240.01
60740 · Opa locka 32nd Ave Yard Rent	20,964.94
60700 · Rent - Other	800.00
	209,085.00

1:31 PM

05/06/21

Accrual Basis

RAIDER ENVIRONMENTAL SERVICES

Profit & Loss

January through December 2020

	<u>Jan - Dec 20</u>
Total 60700 · Rent	191,084.97
60800 · Tags and Registrations	
60820 · Initial Registration	31.13
60830 · Tag Renewl	4,875.84
Total 60800 · Tags and Registrations	4,906.97
60850 · Telephone	
60851 · AT&T	6,630.05
60852 · FPL Fiber Net	7,238.21
60853 · Sprint	856.20
60854 · T-Mobile	7,062.20
60855 · Verizon-Long Distance	166.64
60856 · Verizon-Wireless	1,814.29
60850 · Telephone - Other	2,181.98
Total 60850 · Telephone	25,949.57
60900 · Utilities	
60930 · Gas and Electric	3,504.64
60950 · Water	9,425.57
Total 60900 · Utilities	12,930.21
Total 60000 · FIXED EXPENSES	444,542.58
64000 · PAYROLL	
64300 · Federal SS Taxes(941)	
64301 · ER - FICA	22,032.75
64302 · ER - Medicare	5,705.34
64303 · ER-Med Covid FFCRA Tax Credit	-42.63
Total 64300 · Federal SS Taxes(941)	27,695.46
64400 · Unemployment Taxes	
64401 · FUTA (940)	311.64
64402 · SUTA (UCT-6)	56.70
Total 64400 · Unemployment Taxes	368.34
64500 · Wages	
64501 · Officer Wages	130,423.03
64502 · Employee Wages	319,872.98
64503 · Employee Wages-Covid FFCRA Cred	-2,940.00
Total 64500 · Wages	447,356.01
Total 64000 · PAYROLL	475,419.81
64505 · 64505 - Employee Appreciation	2,776.62
65000 · B-VARIABLE EXPENSES	
65015 · Automobile Expense	
65501 · Fuel	7,198.27
65015 · Automobile Expense - Other	15,479.99
Total 65015 · Automobile Expense	22,678.26
65025 · Bad Debt Expense	-30,849.30
65030 · Bank Service Charges	
65031 · Bank United-Service Charges	2,068.87
65033 · Merchant Fees	17,329.25
68220 · Bank Service Charges	3,187.65
65030 · Bank Service Charges - Other	3,134.88
Total 65030 · Bank Service Charges	25,720.65
65045 · Business Expense	633.00
65050 · Cleaning	9,314.40

1:31 PM

RAIDER ENVIRONMENTAL SERVICES

Profit & Loss

05/06/21

January through December 2020

Accrual Basis

	Jan - Dec 20
65055 · Citations and Violations	351.00
65060 · Computer Software	7,337.35
65065 · Documentation Fee	0.35
65075 · Donations	812.00
65080 · Subscriptions	3,782.06
65085 · Education	-290.00
65091 · Tools and Machinery	912.88
65100 · Equipment Supplies	2,356.86
65105 · Equipment Rental	3,106.55
65110 · Finance Charges	5,309.45
65120 · Freight & Delivery	314.57
65130 · Licenses and Permits	978.47
65140 · Office Supplies	26,994.33
65145 · Operating Supplies	12,462.52
65150 · Plant Equipment Supplies	117.39
65155 · Printing and Reproduction	8,328.58
65160 · Professional Fees	
65161 · Accounting	58,500.00
65162 · Analytical	20,528.92
65163 · Consulting	15,909.07
65164 · Employee Drug Testing	627.00
65165 · Engineering	-768.14
65160 · Professional Fees - Other	6,013.00
Total 65160 · Professional Fees	100,809.85
65185 · Postage and Delivery	1,411.69
65190 · Property Operations	
65171 · Security	261.35
65190 · Property Operations - Other	2,637.36
Total 65190 · Property Operations	2,898.71
65499 · Travel-100% tax deductible	6,365.87
65500 · Travel & Ent-50% tax deductible	
65503 · Meals-50% tax deductible	9,097.45
65500 · Travel & Ent-50% tax deductible - Other	530.63
Total 65500 · Travel & Ent-50% tax deductible	9,628.08
65555 · Repair Parts	32.50
65560 · Repairs & Maintenance	
65561 · Building Repairs	766.37
65562 · Computer Repairs	22,621.79
65563 · Equipment Repairs	2,271.78
65564 · Facility Maintenance	3,866.52
65565 · Maintenance	889.63
65567 · Specialized Equipment Repairs	2,207.40
65568 · Tire Repairs	3,360.21
65569 · Truck Repairs	10,757.52
65570 · Truck Repairs - Mulberry	764.85
Total 65560 · Repairs & Maintenance	47,506.07
65580 · Uniforms	2,455.96
68200 · Taxes	
68201 · Federal	51.75
68203 · Local	135.75
68205 · Division Of Corporations	342.50
68209 · Highway Vehicle Tax	0.00
Total 68200 · Taxes	530.00
Total 65000 · B-VARIABLE EXPENSES	272,010.10

1:31 PM

05/06/21

Accrual Basis

RAIDER ENVIRONMENTAL SERVICES

Profit & Loss

January through December 2020

	Jan - Dec 20
Total Expense	1,194,749.11
Net Ordinary Income	380,691.76
Other Income/Expense	
Other Income	
70000 · Other Income	
70200 · Gain Sale of Assets	25,000.00
70300 · Interest Income	1,690.66
Total 70000 · Other Income	26,690.66
Total Other Income	26,690.66
Other Expense	
80000 · Other Expense	
80200 · Loss on Disposal of Asset	9,945.64
80000 · Other Expense - Other	67,170.00
Total 80000 · Other Expense	77,115.64
Total Other Expense	77,115.64
Net Other Income	-50,424.98
Net Income	<u>330,266.78</u>



SECTION L

List four (4) credit references for the Applicant, one of which must be a bank. Use this format:

Name of Reference Bluenex Technologies Nature of Business IT Support
Contact Name Edgard Salvatierra Title: President
Legal Business Street Address 8601 NW 83rd St
City, State, Zip Code Tamarac, FL 33321
Phone Number (954) 372-7416

List four (4) credit references for the Applicant, one of which must be a bank. Use this format:

Name of Reference Waste Management Nature of Business: Solid Waste Disposal
Contact Name Deborah Felipe Title Area RMC License
Legal Business Street Address 2700 Wiles Road
City, State, Zip Code Pompano Beach FL 33073
Phone Number (954) 984-2044

List four (4) credit references for the Applicant, one of which must be a bank. Use this format:

Name of Reference Port Consolidated Nature of Business: Petroleum
Contact Name Estella Moscovich Title Credit Dept
Legal Business Street Address 1000 South Pine Island Road, Suite #180
City, State, Zip Code Plantation, FL 33324
Phone Number (954) 449-1019

Pay from Restrict-Deposits

Security Deposits Held for Leasing

Period:

7/31/18

Workpaper: GL

209020/220020

WP Index:

T-2.1

Prepared by:

HF

DO NOT HIDE ROWS ON THIS WORKSHEET

CUSTOMER NAME	CODE	DESCRIPTION	SQ FT	COMMENTS	DATE	AMOUNT	AMOUNT
ST JOHNS SHIPPING CO.	STJ			GEAR SHOP RENT	06/20/08	368.02	
PORTUS-PEV, LLC-FORMERLY ST JOHN'S SHIPPING	PTUS	ADDITIONAL SEC DEP			07/23/12	280.12	
PORTUS-PEV, LLC-FORMERLY ST JOHN'S SHIPPING	PTUS	ADDITIONAL SEC DEP-EXPANSION	4651 SF	WAREHOUSE-BLDG 28A	10/24/12	7,452.86	
PORTUS-PEV, LLC-FORMERLY ST JOHN'S SHIPPING	PTUS	ADDITIONAL SEC DEP-EXPANSION	4651 SF	WAREHOUSE-BLDG 28A	11/07/13	103.40	
PORTUS-PEV, LLC-FORMERLY ST JOHN'S SHIPPING	PTUS	ADDITIONAL SEC DEP-EXPANSION	4651 SF	WAREHOUSE-BLDG 28A	11/05/15	103.42	
PORTUS-PEV, LLC-FORMERLY ST JOHN'S SHIPPING	PTUS	ADDITIONAL SEC DEP-EXPANSION	4651 SF	WAREHOUSE-BLDG 28A	11/08/17	919.96	12,167.10
PRINCESS CRUISE LINES, LTD	PRIN	TERM 2		OFC SPACE STE 102	09/25/97	20,127.00	20,127.00
RDP ASSESSMENT APPEAL SERV	N/A				09/09/97	50,000.00	
RDP ASSESSMENT APPEAL SERV	N/A	WRITE OFF SEC DEP			09/09/97	(50,000.00)	-
RAIDER ENVIRONMENTAL	RAID	SECURITY DEPOSIT IN LIEU OF BOND			08/18/15	20,000.00	20,000.00
RESOLVE FIRE & HAZARD RESPONSE	RFHR	LAND	1.05	.59 ACRES	03/09/04	4,510.80	
RESOLVE FIRE & HAZARD RESPONSE	RFHR	ADDITIONAL DEPOSIT			08/14/07	1,260.00	
RESOLVE FIRE & HAZARD RESPONSE	RFHR	REVERSE SEC DEP			03/21/08	(1,137.07)	
RESOLVE FIRE & HAZARD RESPONSE	RFHR	REV SEC DEP			07/31/08	(122.93)	
RESOLVE FIRE & HAZARD RESPONSE	RFHR	ADDL SEC DEP(REOLVE MARINE)			09/03/09	773.28	
RESOLVE FIRE & HAZARD RESPONSE	RFHR	ADDL SEC DEP(REOLVE MARINE)			10/30/15	1,059.92	
RESOLVE FIRE & HAZARD RESPONSE	RFHR	ADDL SEC DEP			10/30/15	100.00	6,444.00
ROBERT I JACKSON	JKSN	BLDG 611	17.5	400SF OFC SP	08/01/01	1,166.66	
ROBERT I JACKSON	JKSN				07/13/06	146.44	
ROBERT I JACKSON	JKSN	REF OF SEC DEP			12/04/12	(1,313.10)	-
S E L MADURO INC	SEL				06/21/88	3,043.14	
S E L MADURO INC	SEL				11/01/88	428.99	
S E L MADURO INC	SEL				09/30/91	66.85	
S E L MADURO INC	SEL				?	950.00	
S E L MADURO INC	SEL	WRITE-OFF SEC DEP			10/14/08	(4,488.98)	-
R.T. MILORD COMPANY	MLRD	SEC DEP	SOUTHPORT	16,000 SF VACANT LAND	04/12/13	1,893.33	
R.T. MILORD COMPANY	MLRD	REF SEC DEP	SOUTHPORT	16,000 SF VACANT LAND	01/02/15	(1,893.33)	-
SARGEANT BULKAINERS, INC	SARG				01/08/00	129.00	
SARGEANT BULKAINERS, INC	SARG	VAC LAND	1.06	29392SF	09/21/89	1,196.00	

BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-831-4000
VALID OCTOBER 1, 2020 THROUGH SEPTEMBER 30, 2021

DBA: RAIDER ENVIRONMENTAL SERVICES INC Receipt #: 326-7637
Business Name: Business Type: COURIER/TRANSPORT/DLVRY/TOWLING
(WASTE TRANSPORTATION)

Owner Name: STEVE OBST Business Opened: 02/16/2009
Business Location: 4120 PETERS RD State/County/Cert/Reg:
PLANTATION Exemption Code:
Business Phone: 954-316-0633

Rooms Seats Employees Machines Professionals
5

For Vending Business Only						
Number of Machines:				Vending Type:		
Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
33.00	0.00	0.00	0.00	0.00	0.00	33.00

THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS

**THIS BECOMES A TAX RECEIPT
WHEN VALIDATED**

This tax is levied for the privilege of doing business within Broward County and is non-regulatory in nature. You must meet all County and/or Municipality planning and zoning requirements. This Business Tax Receipt must be transferred when the business is sold, business name has changed or you have moved the business location. This receipt does not indicate that the business is legal or that it is in compliance with State or local laws and regulations.

Mailing Address:
STEVE OBST
210 SW 44 AVE
PLANTATION, FL 33317

Receipt #05A-19-00010030
Paid 07/30/2020 33.00

2020 - 2021

section 0



**Health and Safety Program
Introduction**

At Raider Environmental Services Inc. the safety of our employees and the safe operation of our facilities are key values. In support of these values, we have developed this Safety and Health Program in order to establish minimum safe work practices and procedures. It is designed to be used as a tool to assist each of us in incorporating safety into our daily operations. This will enable us to prevent injuries and illnesses, as well as damage to our equipment and facilities.

Our safety philosophy is built on trust, accountability and the belief that "**ALL INJURIES CAN AND SHOULD BE PREVENTED.**" Each RES employee must take an active role in every phase of safety to ensure our program's success. Collectively, we must strive to provide a safe workplace. Individually, we must learn and follow safe practices to protect our fellow employees and ourselves.

This program serves as a guide and reference for minimum rules and standards on all Raider Environmental Services Inc. (RES) projects. It is an integral part of the Raider Environmental Services Inc. Injury and Illness Prevention Program. It is not all-inclusive. You may choose to consult other RES sources for more detailed reference material or procedures.

RES's Safety Manager will review this program each December and update it with appropriate changes. Interim changes to this Program may be made throughout the year through the Safety Bulletin process.

The Safety Bulletin process is an important aspect of this Program. Should there be a safety item or issue that warrants immediate attention, the vehicle for disseminating this information throughout RES is the Safety Bulletin. Once a Safety Bulletin is approved and released for publication, it has the weight of corporate policy and becomes a part of this Health and Safety Program. Safety Bulletins that have been issued during the year will be incorporated into the Program during the end of year review process.

Appendix A

Hazard Assessment Procedures & Form

Hazard Assessment Form Procedures

I. WHEN TO CONDUCT A HAZARD ASSESSMENT

Hazard assessments shall be conducted or reviewed when the following exists

1. Expansions
2. New Facilities Construction
3. Changes to Existing or New Equipment
4. New Process
5. Adding / Changing Chemicals
6. Post Injury
7. Near Miss

II. COMPLETING THE HAZARD ASSESSMENT FORM

The upper section of the form is comprised of acknowledging what you will be assessing. There are three choices: Job Description, Task or Area. The three areas have specific examples to help with classifying what you actually are assessing.

1. Fill in the specific job description, task or area being assessed and date it.
2. Interview personnel in the area where the hazard assessment is being conducted.
3. Review the types of hazards found in the left hand column. Indicate "YES" or "NO" if a hazard is recognized for each type.
4. If "NO" hazards are recognized, document Hazard Assessment Form by acknowledging all types of hazards with a "NO". Then turn the form over, sign and date it. Forward the Hazard Assessment Form to the Safety Manager for signature and date.
5. If hazard(s) is/are recognized, describe the hazard(s). Provide more specific details on the back of the Hazard Assessment Form.
6. Indicate which body part(s) with an X – mark that Personal Protective Equipment (PPE) is required for.

-
7. Fill in the specific Job Class, Task or Area assessed on the back of the Hazard Assessment Form.
 8. For each type of hazard that has been identified, list the specific hazard, body part and what PPE will be required in detail.
 9. Print, sign and date the form, forwarding the completed Hazard Assessment Form to the Safety Manager for review, signature and date.

If there is a need for additional resources and/or interpretations of the Hazard Assessment Form, types of hazards or what type of PPE will be needed, document names of personnel for additional resources on the bottom of the form.

III. DEFINITIONS OF HAZARD TYPES

Impact: The source(s) of impact hazards are comprised of chipping, grinding, machining, drilling, chiseling, riveting, sanding, sawing and movement of personnel that could result in collision with stationary objects: falling objects or from dropping objects.

Penetration: The source(s) of penetration hazards are comprised of falling or dropping objects that are sharp, which might have the potential for piercing or cutting a body part. Stationary objects that can come in contact with a body part and have the potential for piercing or cutting the skin or protective devices.

Compression: The source(s) of compression hazards are comprised of rolling or pinching objects, which could crush the feet, hands or other bodily parts.

Chemical: The source(s) of chemical hazards are comprised of chemical exposures or releases that could result in burns or exposure to skin, eyes, lung or respiratory hazards.

Heat/Cold: The source(s) of Heat/Cold hazards are comprised of High/Low temperatures that could result in burns, eye injuries, heat stress / heat stroke, frostbite, hypothermia or ignition of PPE.

Dust/Fumes: The source(s) of Dust/Fume hazards are comprised of general dusty conditions: Silica, Asbestos, grinding and woodworking. Fumes from fuels, oil/greases, chemicals, welding, H₂S, etc.

Flammables: The source(s) of Flammable hazards are comprised of flammable vapors and liquids.

Light Radiation: The source(s) of Light Radiation hazards are comprised of welding, brazing, cutting, furnaces, heat-treating and high intensity lighting, which would cause irritation or burns to the skin and eyes. Also glare and brightness from the sun or lighting that could obstruct vision creating a hazard.

Fall Exposures: The source(s) of fall hazards are comprised of any unguarded elevated work greater than 6 feet or unguarded depth below grade.

Noise Exposures: The source(s) of noise hazards are comprised of any area with a noise decibel level greater than 85 dBA.

Electrical: the source(s) of electrical hazards are comprised of electrical breaker panels, switches and outlets, motors, equipment, transformers and/or transmission lines.

Repetitive Motion: the sources of repetitive motion are comprised of twisting/turning, striking, reaching, bending and tilting of the neck, wrist, fingers, elbows, knees, ankles and back.

Layout of Workplace: the source(s) of workplace hazards are comprised of insufficient lighting, zig zagging / crisscrossing isle ways or hallways, isles or escape ways that are too narrow, drop off in floor levels, insufficient means of egress, equipment positioning, ceiling heights and improper stairways. This also includes multiple workstations within a building such as welding shop and machine shop.



Job Hazard Assessment Form

This assessment is based upon the following (Check the appropriate box):

<input type="checkbox"/> Job Class: Assessing the hazards experienced during normal duties of an individual job class; e.g., Water Processor, Oil Processor, Welder or Mechanic.	<input type="checkbox"/> Task: Assessing the hazards associated with a specific project; e.g., tank cleaning, an engine / compressor overhaul, bulking of sludges or excavations.	<input type="checkbox"/> Area: Assessing the hazards associated with a specific area; e.g., a welding shop, tank farm, warehouse or tank.
---	--	--

Job Class; Task or Area assessed: _____ Date: _____

Basic Personal Protective Equipment required for this particular assessment: Hard Hat Safety Glasses with side-shields Safety Footwear

Type of Hazards	Hazard Recognized?		Describe Hazards	Head	Eye / Face	Hand / Arm	Foot / Leg	Torso	Hearing	Resp.	Other
	YES	NO									
IMPACT: Falling or flying objects / debris, striking against, etc.	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>							
PENETRATION: Potential puncture	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>							
COMPRESSION: Equipment or material handling...Pinch Points etc.	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>							
CHEMICAL: Splash, contact, etc.	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>							
HEAT – COLD: Ambient Temp., Steam, Welding, etc.	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>							
DUST / FUMES: H ₂ S, Silica, Asbestos, etc.	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>							
FLAMMABLES: Vapors, liquids, etc.	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>							
LIGHT RADIATION: Welding, Lasers, etc.	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>							
FALL: From elevation or below grade.	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>							
NOISE: 85 dBA or higher.	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>							
ELECTRICAL: Cables, panels, switches, outlets, equipment, etc.	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>							
REPETITIVE MOTION: Twisting, turning, bending, striking, etc.	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>							
LAYOUT: Proximity issues, work materials, loc. of co-workers, etc.	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>							
OTHER:	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>							

Raider

ENVIRONMENTAL SERVICES

Confined Space Entry Program

TABLE OF CONTENTS

	Page
SECTION I – SCOPE & APPLICATION	1
SECTION II – BACKGROUND	1
SECTION III – DEFINITIONS	2
SECTION IV – TRAINING.....	6
SECTION V – DUTIES.....	7
A. Entry Supervisor.....	7
B. Attendant.....	9
C. Entrants.....	12
SECTION VI – SAFETY MEETING	13
A. Frequency.....	13
B. Content	13
C. Documentation	14
SECTION VII – OPERATION PLANNING	14
A. Client Provided Information	14
B. Raider Environmental Services, Incorporated Information.....	15
SECTION VIII – PERMIT SYSTEM	15
A. Completion.....	15
B. Availability / Posting.....	15
C. Permit Duration	15
D. Canceling the Permit.....	16
E. Information Recording	16
F. Retention.....	16
SECTION IX – HAZARD ASSESSMENT	17

TABLE OF CONTENTS

	Page
SECTION IX – ENTRY GUIDELINES	17
A. Limiting Unauthorized Entry	18
B. No Entry	19
C. Isolation	20
D. Hazard Mitigation	20
E. Acceptable Entry Conditions.....	21
F. Isolation	24
G. Atmospheric Exposure Monitoring.....	24
H. Attendant Duties	26
I. Multiple Employer Entries.....	26
J. Additional Requirements.....	26
SECTION X – EMERGENCY PLANNING AND RESPONSE	28
A. Introduction.....	28
B. Outside Rescue Services	28
C. Raider Environmental Services, Incorporated Rescue Services.....	29
D. Non-Entry Rescue	30
E. Entry Rescue.....	31
SECTION XI – COMMUNICATION	31
A. Effective Communication	31
B. Signaling or Vocal Contact	32
C. Signaling System.....	32
D. Other Forms of Communication	32
E. Emergency Notification – Outside Services.....	32
F. Inability to Establish Effective Communication System	33
G. Entry Supervisor’s Responsibility.....	33
SECTION XII – RECLASSIFYING A CONFINED SPACE	33
APPENDIX A – CONFINED SPACE ENTRY PERMIT	34

Confined Space Entry Program

I. SCOPE & APPLICATION

- A. This standard establishes minimum requirements that Raider Environmental Services, Incorporated employees will be guided by for the preparation and entry of a confined space. Examples of confined spaces may include, (but are not limited to) above ground tanks, vacuum boxes, underground soakage pits, oily water separators, double-bottoms on-board ships and engine crankcases. This program shall be reviewed annually and revised as necessary to protect employees from confined space hazards.
- B. Raider Environmental Services, Incorporated personnel enter general industry confined spaces regulated under 29 CFR 1910.146 as well as confined spaces on marine industry ships and barges regulated under 29 CFR 1915. The philosophy and approach of 29 CFR 1910.146 and 29 CFR 1915 are different. Under the general industry regulations of 29 CFR 1910.146, the entrant is made safe to enter the space. Conversely, under the marine and shipyard regulations of 29 CFR 1915 the space is made safe for the entry of the worker.
- C. Raider Environmental Services, Incorporated personnel are routinely called upon to "make the spaces onboard vessels safe for entry" prior to a marine chemist issuing his certificate indicating the space is safe for entry and or hot-work. Accordingly, it is the policy of Raider Environmental Services, Incorporated to approach confined spaces onboard vessels and barges as permit required confined spaces in addition to the requirements of the attending marine chemist who has jurisdiction over entry into marine and shipyard confined spaces.
- D. This program will be reviewed on an annual basis (every 12 months) and revised as necessary according to regulation changes and Raider Environmental Services, Incorporated's operations. This program will be reviewed immediately if any unauthorized entries are made into a confined space, a hazard not covered in Raider Environmental Services, Incorporated's Health and Safety Program or the permit, an injury or near miss occurs during the entry or the Safety Manager deems it necessary based on current circumstances.

II. BACKGROUND

- A. Each confined space entry is a unique event and may be affected by on-site weather, site location and or hazardous atmospheres.
- B. Excavations greater than 4 ft. may meet the definition of a confined space if they are to be entered by personnel. These excavations should be entered in accordance with the Excavating and Trenching Safety Standard.

C. Confined Spaces are locations that, by design, satisfy the following definition:

1. Is large enough and so configured that an employee can bodily enter and perform work;
2. Has limited or restricted means for entry or exit; (Limited entry by means of configuration, location, size, number, etc.)
3. Is not designed for continuous worker occupancy.

D. Permit Required Confined spaces meet the definitions above and:

1. Contains or has a potential to contain a hazardous atmosphere;
2. Contains a material that has the potential for engulfing an entrant;
3. Has an internal configuration such that an entrant could be trapped or asphyxiated by inwardly converging walls or by a floor which slopes downward and tapers to a smaller cross-section;

III. DEFINITIONS

Acceptable entry conditions - means the conditions that must exist in a permit space to allow entry and to ensure that employees involved with a permit-required confined space entry can safely enter into and work within the space.

Attendant - means an individual stationed outside one or more permit spaces who monitors the authorized entrants and who performs all attendant's duties assigned in the employer's permit space program.

Authorized entrant - means an employee who is authorized by the employer to enter a permit space.

Blanking or blinding - means the absolute closure of a pipe, line, or duct by the fastening of a solid plate (such as a spectacle blind or a skillet blind) that completely covers the bore and that is capable of withstanding the maximum pressure of the pipe, line, or duct with no leakage beyond the plate.

Confined space - means a space that (1) Is large enough and so configured that an employee can bodily enter and perform assigned work; and (2) Has limited or restricted means for entry or exit (for example, tanks, vessels, silos, storage bins, hoppers, vaults, and pits are spaces that may have limited means of entry.); and (3) Is not designed for continuous employee occupancy.

Double block and bleed - means closure of a line, duct, or pipe by closing and locking or tagging two inline valves and by opening and locking or tagging a drain or vent valve in the line between the two closed valves.

Emergency - means any occurrence (including any failure of hazard control or monitoring equipment) or event internal or external to the permit space that could endanger entrants.

Engulfment - means the surrounding and effective capture of a person by a liquid or finely divided (flowable) solid substance that can be aspirated to cause death by filling or plugging the respiratory system or that can exert enough force on the body to cause death by strangulation, constriction or crushing.

Entry - means the action by which a person passes through an opening into a permit-required confined space. Entry includes ensuing work activities in that space and is considered to have occurred as soon as any part of the entrant's body breaks the plane of an opening into the space.

Entry permit (permit) - means the written or printed document that is provided by the employer to allow and control entry into a permit space and that contains the information specified in section (VII) of this document.

Entry supervisor - means the person (such as the employer, foreman, or crew chief) responsible for determining if acceptable entry conditions are present at a permit space where entry is planned, for authorizing entry and overseeing entry operations, and for terminating entry as required by this section.

Note: An Entry Supervisor also may serve as an Attendant as long as that person is trained and equipped as required by this section for each role he or she fills. Also, the duties of Entry Supervisor may be passed from one individual to another during the course of an entry operation.

Hazardous atmosphere - means an atmosphere that may expose employees to the risk of death, incapacitation and impairment of ability to self-rescue (that is, escape unaided from a permit space, injury, or acute illness from one or more of the following causes:

1. Flammable gas, vapor, or mist in excess of 10 percent of its lower flammable limit (LFL);
2. Airborne combustible dust at a concentration that meets or exceeds its LFL;

Note: This concentration may be approximated as a condition in which the dust obscures vision at a distance of 5 feet (1.52 m) or less.

3. ~~Atmospheric oxygen concentration below 19.5 percent or above 23.5 percent;~~

4. Atmospheric concentration of any substance for which a dose or a permissible exposure limit is published in Subpart G, Occupational Health and Environmental Control or in Subpart Z, Toxic and Hazardous Substances, of this part and which could result in employee exposure in excess of its dose or permissible exposure limit;

Note: An atmospheric concentration of any substance that is not capable of causing death, incapacitation and impairment of ability to self-rescue, injury, or acute illness due to its health effects is not covered by this provision.

5. Any other atmospheric condition that is immediately dangerous to life or health.

Note: For air contaminants for which OSHA has not determined a dose or permissible exposure limit, other sources of information, such as Material Safety Data Sheets that comply with the Hazard Communication Standard, 29 CFR 1910.1200 of this part, published information, and internal documents can provide guidance in establishing acceptable atmospheric conditions.

Hot work permits - means the employer's written authorization to perform operations (for example, riveting, welding, cutting, burning, and heating) capable of providing a source of ignition.

Immediately dangerous to life or health (IDLH) - means any condition that poses an immediate or delayed threat to life or that would cause irreversible adverse health effects or that would interfere with an individual's ability to escape unaided from a permit space.

Note: Some materials--hydrogen fluoride gas and cadmium vapor, for example--may produce immediate transient effects that, even if severe, may pass without medical attention, but are followed by sudden, possibly fatal collapse 12-72 hours after exposure. The victim 'feels normal' from "immediately" dangerous to life or health.

Inerting - means the displacement of the atmosphere in a permit space by a noncombustible gas (such as nitrogen) to such an extent that the resulting atmosphere is noncombustible.

Note: This procedure produces an IDLH oxygen-deficient atmosphere.

Isolation - means the process by which a permit space is removed from service and completely protected against the release of energy and material into the space by such means as: blanking or blinding; misaligning or removing sections of lines, pipes, or ducts; a double block and bleed system; lockout or tagout of all sources of energy; or blocking or disconnecting all mechanical linkages.

Line breaking - means the intentional opening of a pipe, line, or duct that is or has been carrying flammable, corrosive or toxic material, an inert gas, or any fluid at a volume, pressure, or temperature capable of causing injury.

Non-permit confined space - means a confined space that does not contain or, with respect to atmospheric hazards, have the potential to contain any hazard capable of causing death or serious physical harm.

Oxygen deficient atmosphere - means an atmosphere containing less than 19.5 per cent oxygen by volume.

Oxygen enriched atmosphere - means an atmosphere containing more than 23.5 percent oxygen by volume.

Permit-required confined space (permit space) - means a confined space that has one or more of the following characteristics:

1. Contains or has a potential to contain a hazardous atmosphere;
2. Contains a material that has the potential for engulfing an entrant;
3. Has an internal configuration such that an entrant could be trapped or asphyxiated by inwardly converging walls or by a floor which slopes downward and tapers to a smaller cross-section; or
4. Contains any other recognized serious safety or health hazard.

Permit-required confined space program (permit space program) - means the employer's overall program for controlling, and, where appropriate, for protecting employees from, permit space hazards and for regulating employee entry into permit spaces.

Permit system - means the employer's written procedure for preparing and issuing permits for entry and for returning the permit space to service following termination of entry.

Prohibited condition - means any condition in a permit space that is not allowed by the permit during the period when entry is authorized.

Rescue service - means the personnel designated to rescue employees from permit spaces.

Retrieval system - means the equipment (including a retrieval line, chest or full-body harness, wristlets, if appropriate, and a lifting device or anchor) used for non-entry rescue of persons from permit spaces.

Testing - means the process by which the hazards that may confront entrants of a permit space are identified and evaluated. Testing includes specifying the tests that are to be performed in the permit space.

Note: Testing enables employers both to devise and implement adequate control measures for the protection of authorized entrants and to determine if acceptable entry conditions are present immediately prior to and during entry.

IV. TRAINING

All Raider Environmental Services, Incorporated employees will be trained as an Entry Supervisor, Attendant and Entrant prior to a change in assigned duties if a new hazard has been created and/or if special deviations have occurred. The training will consist of 8 hours of classroom and 4 hours on the job training. The training will consist of:

1. Definition of a confined space;
2. Requirements for the Entry Supervisor, Attendant and Entrant;
3. Hazards associated with confined space entries;
4. Permit System;
5. Air Monitoring and Ventilation Techniques;
6. Raider Environmental Services, Incorporated's Entry Guidelines;
7. Communications;
8. Confined Space Rescue Operations.

All training will be documented by the Safety Manager and certificates issued upon successful completion of the classroom and on the job training.

V. ~~DUTIES~~

A. Entry Supervisor

1. General

The Entry Supervisor is responsible for both the thorough completion and safety of all aspects of confined space entry operations to which he/she is assigned. He/she has the authority to hold crewmembers accountable for their responsibilities and the responsibility to discontinue operations if any situation poses a threat to the safety of the operation or crewmembers. The Entry Supervisor has the authority to assign additional responsibilities in addition to those specified by this program (termed 'program' responsibilities). However, additional responsibilities shall not interfere with the primary responsibilities outlined below. Entry Supervisor's for confined space entry in shipyards or maritime vessels must be rescue trained and hold a current Competent Person Certificate.

2. Responsibilities

- a. Determines, understands and prepares for the hazards faced during entry-including the chemical (i.e. MSDS, mode, signs or symptoms and consequence of exposure to chemical substances, etc.) and physical hazards of the space.
- b. Reviews the Entry Permit to verify the following:
 - i. All appropriate entries are properly recorded on the permit
 - ii. All appropriate tests have been conducted
 - iii. All appropriate equipment and procedures specified by the permit are in before endorsing the permit and allowing entry to begin.
- c. Verifies that all information is accurate and appropriate before signing the permit.
- d. Terminates the entry and cancels the entry permit under the following conditions: Operation is complete, Entrants have left the space, and the space is secured; a condition not specified or allowed by the permit arises in or near the permit space.

-
- e. Verifies that rescue procedures, as specified by section (X) of this document are available and that the means for summoning or enacting them are operable.
 - f. Restricts, blocks or prevents (without creating a physical risk to him/her self) unauthorized individuals from entering or attempting to enter the permit space during Raider Environmental Services, Incorporated's entry operations.
 - g. Assures that the entry operation remains consistent with the terms of the permit and that acceptable entry conditions are maintained when entry responsibilities are transferred to another crewmember, shift change, etc.
 - h. Assigns additional responsibilities (tasks)
 - i. Conducts and documents the safety meeting.
 - j. Assures that the communication system is established.
 - k. Assures all participants are familiar with emergency procedures and their assigned responsibilities.
 - l. Notifies the Safety Manager of any unusual events, i.e., site problems, accidents, injuries, exposures, near misses, unauthorized entries or attempts, etc. that occur during the entry operation.

3. Space Entry by the Entry Supervisor

- a. The Entry Supervisor may enter the confined space to carry out responsibilities specified in (IV)(A)(2) or otherwise supervise the work being performed so long as there is an Attendant on duty.
- b. If the entry by the Entry Supervisor would compromise the capability of the rescue team, the Entry Supervisor may not enter the space.

4. Assumption of Attendant Duties

- a. The Entry Supervisor may also assume the Attendant's responsibility in addition to the Entry Supervisor's responsibility. This is permitted so long as the following is considered, and can be accomplished.
 - i. Rescue or other emergency services as specified in (IV)(B) can be summoned without relinquishing the Entry Supervisor or Attendant's duties--i.e. leaving their station.

~~This may be accomplished through an established and effective communication system (i.e., two-way radios, others).~~

- ii. The Entry Supervisor will be able to remove the Entrant using non-entry rescue unless an adequate rescue team or outside rescue service is available, assigned and will be utilized.
- iii. The Entry Supervisor/Attendant will not enter the space to perform supervisory responsibilities unless relieved by an authorized Attendant.

B. Attendant

1. Primary Responsibilities

- a. Has been trained in Confined space entry and its hazards given by Raider Environmental Services, Incorporated's Training staff in accordance with 29 CFR 1910.146(g).
- b. Reviews, understands and knows the hazards faced during entry, including the chemical (i.e., MSDS, mode, signs or symptoms and consequence of exposure to chemical substances, etc.) and physical hazards of the space.
- c. Is aware of possible behavioral effects of hazards exposure of entrants (see permit, MSDS, etc.).
- d. Continuously maintains an accurate count of Entrants in the permit space and ensures that the names listed on the Entry Permit accurately identify who is in the permit space.
- e. Communicates with authorized Entrants as necessary to monitor Entrant status and to alert Entrants of the need to evacuate the space under section (IV)(B)(1)(e) of this document.
- f. Monitors activities inside and outside the space to determine if it is safe for Entrants to remain in the space and orders the authorized Entrants to evacuate the permit space immediately under any of the following conditions:
 - i. If the Attendant detects a prohibited condition;
 - ii. If the Attendant detects the behavioral effects of hazard exposure in an authorized Entrant;

-
- iii. If the Attendant detects a situation outside the space that could endanger the authorized Entrants; or
 - iv. If the Attendant cannot effectively and safely perform all his/her duties.
- g. Summons rescue and other emergency services as soon as he/she determines that authorized entrants may need assistance to escape from permit space hazards.
- i. Takes the following actions when unauthorized persons approach or enter a permit space while entry is underway:
 - ii. Warns the unauthorized persons that they must stay away from the permit space;
 - iii. Advises the unauthorized persons that they must exit immediately if they have entered the permit space; and
 - iv. Informs the authorized Entrants and the Entry Supervisor without leaving the standby position, nor entering the permit space, if unauthorized persons have entered the permit space.
- h. Performs non-entry rescues as specified by the rescue plan and guidelines.
- i. Performs no other duties than monitoring and protecting the authorized Entrants.
- i. Conducts (as appropriate without entry) and documents atmospheric monitoring as specified by the permit or additional monitoring as deemed necessary.
 - ii. Documents monitoring results and operational conditions on permits.
 - iii. Remains outside the space during entry operations until relieved by another qualified Attendant. ("Qualified" means the relief Attendant is as knowledgeable in the responsibilities, hazards, conditions, etc. as the original Attendant.)

2. Other Attendant Duties

- a. OSHA recognizes that some tasks, particularly those that enhance the Attendant's knowledge of conditions in the space, can be performed safely by the Attendant. Accordingly, in order to protect authorized Entrants from unnecessary hazards, OSHA has decided to allow Attendants to perform only such duties as will not hinder their primary function of monitoring and protecting authorized Entrants.

The following are examples of permitted and prohibited duties--others should be evaluated on a case-by-case basis:

i. Permitted Duties

- 1) Passing tools and buckets to Entrants.
- 2) Pulling buckets while maintaining constant visual or verbal communication

ii. Prohibited Duties

- 1) Monitoring more than one confined space at any given time.
- 2) Directing traffic.
- 3) Walking to a vehicle to obtain a tool or operate equipment.
- 4) Loading or unloading a drum.

- iii. Regardless of the Attendant's regular or additional responsibilities, the following conditions must be maintained:

- 1) The Attendant maintains constant communication with the Entrant (s)
- 2) The use of an automated LEL/Oxygen/Toxic meter is used to continuously monitor the

confined space and immediately alerts the
Attendant and Entrant that a problem exists.

- 3) There must be a minimum of two properly trained Raider Environmental Services, Incorporated employees to conduct a confined space entry.

C. Entrants – Responsibilities

1. Adheres to all instructions provided by the Entry Supervisor and Attendant.
2. Knows the hazards that may be faced during entry, including information on the mode, signs or symptoms, and consequences of the exposure to a physical or atmospheric hazard.
3. Properly uses equipment:
 - a. Testing and monitoring equipment specified by the permit, as appropriate for Entrant's use;
 - b. Ventilating equipment needed to obtain acceptable entry conditions;
 - c. Communications equipment, methods, systems, signals, etc.;
 - d. Required personal protective equipment;
 - e. Lighting equipment needed to enable employees to see well enough to work safely and to exit the space quickly in an emergency;
 - f. Barriers and shields as specified by section (IX)(A);
 - g. Equipment, such as ladders, needed for safe entry and egress by authorized Entrants.
4. Alerts the Attendant whenever:
 - a. The Entrant recognizes any warning sign or symptom of exposure to a dangerous situation; or,
 - b. The Entrant detects a prohibited condition.

5. Exits from the permit space as quickly as possible whenever:

- a. An order to evacuate is given by the Attendant or the Entry Supervisor;
- b. The Entrant recognizes any warning sign or symptom of exposure to a dangerous situation;
- c. The Entrant detects a prohibited condition; or
- d. An evacuation alarm is activated;
- e. The Entrant suspected a problem has developed or is likely to develop with their respiratory protection or other personal protective equipment.

D. Raider Environmental does not allow the practice of a single attendant for several confined spaces during an emergency.

VI. SAFETY MEETING

A. Frequency

A Safety meeting should be conducted once the space has been characterized and:

1. Prior to the start of any activity;
2. Whenever new tasks are initiated,
3. For newly assigned Entrants, Attendant, etc.; and,
4. A minimum of once per shift, prior to the start of each operation.

B. Content

The following information must be discussed at each safety meeting:

1. Hazards of the space and surrounding area;
2. Rescue procedures;
3. The task to be completed;
4. Material Safety Data Sheets;

5. ~~Work assignments; and,~~

6. Responsibility of each function, i.e., Entrant, Attendant and Supervisor.

C. Documentation

1. **The Entry Supervisor:** (or his/her designee) must document the following information on the Confined Space Permit:
 - a. Information discussed;
 - b. those in attendance;
 - c. any questions posed by the crew; and,
 - d. scope of work assignments.
2. **Signature:** Each crewmember must sign the permit once they are satisfied they understand all operational and safety aspects of the assigned work.
3. **Withholding Signature:** Any crew member who has not had his/her questions answered to their satisfaction, does not thoroughly understand their responsibilities, or is unsure of methods to safely perform the operation may withhold their signature until their questions are answered and the information is provided. No entrant will be compelled to enter a confined space until they understand and agree to information indicated in section (V)(B).
4. **Agreement:** An Entrant's signature is his/her indication that they understand the hazards; agree to their responsibilities and have had all questions answered to their satisfaction. No entrant shall be compelled to sign his/her name, but should do so only after receiving adequate explanation of applicable information.

VII. OPERATION PLANNING

A. Client Provided Information

Prior to site work involving entry to clients confined space (preferably during the bid stage); Raider Environmental Services, Incorporated must solicit hazard information on the space to be entered. The following information must be requested from the client:

1. Whether the space is considered a permit space.

-
2. Requirements of the client's confined space entry program (these may result in additional requirements to Raider Environmental Services, Incorporated, but should not compromise the guidelines specified here)
 3. Client's experience with the space that makes the space in question a "permit-required" space.
 4. Known hazards of the space.
 5. Any precautions or procedures Raider Environmental Services, Incorporated employees should be aware of that the client has implemented for protection of employees in or near the space where work will be performed.
 6. Client's requirements for location of all gasoline and diesel powered equipment in relationship to the space to be entered. (i.e. outside or on top of the dike area, how far from the space, etc.)
 7. Will any of the client's personnel be working in or near the space? (Operations must be coordinated between Raider Environmental Services, Incorporated and the client to assure neither endangers the other's employees. See section (IX)(J) for additional guidance.)

B. Raider Environmental Services, Incorporated Information

1. See section (VIII), Hazard Assessment, for additional information needed during the planning of a confined space entry.

VIII. PERMIT SYSTEM

A. Completion

A Raider Environmental Services, Incorporated entry permit (Appendix A) must be accurately prepared by the Entry Supervisor prior to the entry. All items noted on the permit must be reviewed, evaluated and/or performed. Before the Entry Supervisor signs the permit, indicating all information is complete and accurate.

B. Availability/Posting

The completed permit and space conditions must be discussed with the Entrants and Attendant during the safety meeting. At that time, the Entrants and Attendant will be given an opportunity to review and confirm that pre-entry preparations have been completed. Each participant will be asked to sign the permit. The permit shall be posted, as appropriate.

C. Permit Duration

The permit is valid for the time period required to complete the assignment or job identified on the permit (entry purpose). If the job exceeds the expiration date and time, a new permit must be issued.

D. Canceling the Permit

The Entry Supervisor must terminate the entry and cancel the permit under the following conditions:

1. Entry operations covered by the permit have been completed and all entrants have exited the space.
2. A condition not allowed by the permit arises in or near the space.

E. Information Recording

The Attendant is responsible for recording, the following on the permit:

1. Monitoring results,
2. Entrant's time
3. In and out times
4. Other pertinent information contained on the permit.

F. Retention

1. Retention Period

- a. Each canceled permit must be retained for one (1) year to facilitate review of the confined space entry program. The permits will be retained in the job folders at the Corporate Headquarters.

2. Copies

- a. Copies of all permits should be available in the Job Folder.

3. Site Problems

- a. Any problems encountered during an entry shall be noted on the permit and must be communicated to Health and Safety by the

Entry Supervisor as soon as possible. In no case shall the notification be later than at the conclusion of the entry.

IX. HAZARD ASSESSMENT

A. The hazards of confined spaces are varied and potentially extensive. Before an operation is performed in a confined space, the hazards must be assessed and a control strategy developed to minimize the hazards. To assist the Entry Supervisor in this process, Raider Environmental Services, Incorporated has developed the following tools:

1. Confined Space Entry Operation Planning

- a. The manager that is bidding the job should gather this information. The compiled information should be provided to the Entry Supervisor prior to operational planning.

2. Hazard Assessment

- a. This must be accomplished during the bidding of confined space operations to identify and categorize confined space hazards. It is completed by the person bidding the job and provided to the Entry Supervisor prior to operational planning.

3. Substance Analysis

- a. To aid the Entry Supervisor in determining the chemical hazards, the following sources should be referenced:
 - i. Job folder from previous operations performed in this space;
 - ii. Chemical analysis of product stored in the space (total analysis must be available)
 - iii. Chemical assessment provided by the customer through a process analysis or Material Safety Data Sheets.

X. ENTRY GUIDELINES

The following guidelines are provided to help identify, evaluate and control the hazards typically encountered in confined spaces. Because each space is unique and presents obvious and less than obvious hazards, it is vital that each action be taken to identify and minimize the risk during entry.

A. Limiting Unauthorized Entry

1. Signs

A sign warning of the confined space must be posted at the entrance to each confined space while Raider Environmental Services, Incorporated is on site performing an entry. An example of acceptable wording includes the following.

**DANGER
PERMIT REQUIRED CONFINED SPACE
DO NOT ENTER**

2. Posting

The above sign should be posted in a conspicuous location such that any individual who happens upon a space's access may readily see it. It should not be placed on the cover (access way) to a space.

3. Access Protection

To further limit access of unauthorized Entrants to a confined space where Raider Environmental Services, Incorporated is working, but the access location is not being used for entry, the following methods should be used. Other methods may also achieve this objective.

- a. Station a worker at each entry/access point to inform unauthorized Entrants of the space and the prohibition against entering.
- b. Close off each entry point by reattaching the access cover if unattended.
- c. Close off unauthorized excess to pedestrians, and vehicles, using barriers as necessary to protect entrants from external hazards. (i.e. Cones, Tape, Jersey brriers)
- d. Attach (bolt) a secure barrier (expanded metal wire, etc.) to each access point that is unattended.

Note: Assure the material is sufficiently strong to prevent easy break-through--i.e. chicken wire is inappropriate for floor level openings. However expanded metal wire may provide adequate

stability and strength. Also, be sure this action does not create additional hazards--i.e. trip hazard, puncture wound, etc.

- e. Position a vehicle to block another vehicle's exhaust from entering the space.

Note: Exhaust gases may enter the confined space creating a potentially toxic environment. Therefore, either vent exhaust gases away from the space or turn the engine off. Also, when using this barrier during entries involving flammable materials, the ignition must be left in the OFF position at all times. The Entry Supervisor should install a tag on the steering wheel indicating the vehicle must remain off or lockout the vehicle by confiscating the keys.

The atmosphere around the entire vehicle must be evaluated to assure flammable vapors [greater than 10% of the LEL] do not accumulate before starting the vehicle.)

4. Host Employer/Another Employer

Prior to entry, meet with and appraise the client's contact or other contractors working on the site, etc. that Raider Environmental Services, Incorporated will be working in the space (identify the space). Ask that they inform their employees not to enter the space, nor perform any work around the space that may jeopardize the safety of the Entrants or operation. Indicate that this was done on the permit, under the section "Supervisor's Comments."

5. Reporting Unauthorized Entry or Attempts to Enter

- a. Any unauthorized entry or attempted entry must be reported to the Entry Supervisor immediately. The Entry Supervisor is responsible for removing unauthorized individuals who enter or who attempt to enter the space during entry operations.
- b. However, attempts should be made to deter the unauthorized person from entering the space. This should be done verbally. Bodily force should not be used.

B. No Entry

When planning a confined space entry, one option to consider is, NO ENTRY. This option may be viable with a little adaptation to the operation and should be considered before a decision to enter is made. Contact Health and Safety for assistance when considering this option.

C. Isolation

1. Prior to entry, the space must be removed from service and protected against the release of energy sources or introduction of material into the space. The following methods are available to achieve space isolation:
 - a. Blanking or blinding lines (flange nearest space)
 - b. Misaligning or removing sections of lines, pipes, ducts, etc. (line breaking)
 - c. Double block and bleed system.
 - d. Lockout/tagout of all sources of energy.
 - e. Blocking or disconnecting all mechanical linkages.
 - f. Other available methods, consult with Health and Safety.

D. Hazard mitigation

Methods to mitigate confined space hazards must be instituted prior to entry. Available methods include, but are not limited to:

1. Purging

Introducing a gas (inert or air) to flush the atmosphere of oxygen deficient or toxic gases, vapor, dust, mists, fumes, etc.

2. Inerting

Displacing the atmosphere with a non-combustible gas (such as nitrogen, carbon dioxide, argon, etc.) to such an extent that the resulting atmosphere is non-combustible.

Note: This procedure produces an IDLH, oxygen-deficient atmosphere. Notify the Environmental Health and Safety Manager prior to inerting any confined space.

3. Flushing

~~Introducing a liquid to the tank with the objective of mobilizing and removing product contained in the space.~~

4. Mechanical Venting

The process of reducing the hazardous atmosphere from the space by introducing or removing air from the space.

a. Forced Air Ventilation

Air should not be blown into a space that contains flammable or toxic atmospheres. Blowing air into a space will agitate and evaporate the contaminants and disperse them throughout the space. Blowing air into a space will also result in an uncontrolled expulsion of the hazardous atmospheres from the space through any openings in the space. This may result in contamination of adjacent spaces and areas.

Clean air may be blown into a space only when no flammable or toxic materials are present or being generated by the work process and only when ventilation is required merely to provide clean, uncontaminated air for breathing and general comfort. Contact Health and Safety for guidance.

b. Exhaust Venting

Exhausting air from the space removes the hazardous atmosphere and dilutes the remaining atmosphere with clean air. If properly arranged, exhaust venting has several advantages over Forced Air Ventilation. These include: (a) Removing hazardous atmospheres close to the source; (b) introducing uncontaminated (outside) air or diluted air in the breathing zone of the workers; and (c) greater ability to control vapor exhausts.

c. Natural Ventilation

This is not acceptable as an effective method to control atmospheric hazards.

5. Isolation - Refer to section (IX)(C) of this program.

E. Acceptable Entry Conditions

Prior to entering the confined space, the Entry Supervisor must determine and assure that conditions are acceptable for entry exists. The following are the conditions that must be met.

1. Hazard Assessment

The hazards of the space have been assessed using information provided by the client and information developed using on site hazard assessment. Additional hazards should be noted at this time. The Entry Supervisor must verify the accuracy of the hazard assessment by conducting a survey of the area (entry should not be performed to verify hazards). If additional hazards are identified, note these on the Hazard Assessment Guide and update the permit, identify appropriate control measures and discuss all pertinent information with the crew.

2. Permit

Acceptable Entry Conditions, as specified by the permit, are completed, accurate, discussed with the crew or posted and signed by all appropriate personnel. Acceptable conditions specified by the permit are met.

3. Hazard Control

Hazards identified prior to entry must be controlled, discussed, explained, etc. before initiating entry. This includes methods to control atmospheric, physical, etc. hazards identified in the Hazard Assessment Guide.

4. Atmospheric Evaluation

For guidelines see section (IX)(G) for methods.

a. Atmospheric Concentrations

Material	Acceptable Concentrations
Oxygen ^A	19.5 % - 23.5 % (Landside) 19.5 % - 22.0 % (Shipboard)
Flammable ^A	< 10% LEL; and
Toxic ^{B,C}	< ½ the "Permissible Exposure Limit" / TLV < ½ IDLH

-
- A. Ventilation must be used to maintain acceptable concentrations. ~~Other methods listed under Section (IX)(D), Hazard Mitigation, may be used to produce acceptable atmospheric conditions. However, it may not maintain the atmosphere at an acceptable level.~~
- B. If ventilation is not sufficient for producing and maintaining acceptable concentrations of toxic materials, it must nonetheless be used and must be supplemented with respiratory protection, see section (IX)(E)(4)(d).
- C. All toxic atmospheres will be measured using a Dragger Pump and the specific tubes.

b. "Prohibited" Conditions

- i. If a prohibited condition is identified, hazard mitigation techniques must be used to reduce the hazards before entry may be considered. Prohibited conditions include:
- ii. if concentrations beyond the range listed in (IX)(E)(4)(a) are detected;
- iii. if all toxic materials cannot be measured;
- iv. if "unknown" conditions exist or
- v. if permit conditions are not met.

c. Restricted Entry Conditions

A confined space SHALL NOT be entered where any of the following conditions exist:

- i. LEL is greater than 10%;
- ii. Oxygen concentration exceeds 23.5% (Landside) or 22.0% (Shipboard); or,
- iii. One-half the IDLH is exceeded.

d. Alternative Control Method – Personal Protective Equipment

Operations performed in the confined space may not enable Raider Environmental Services, Incorporated to thoroughly control toxic or oxygen deficient atmospheres. In those instances where hazard

mitigation has been used and does not reduce levels below $\frac{1}{2}$ the PEL (~~$\frac{1}{2}$ the IDLH may not be exceeded~~), they must none-the-less be used and respiratory protection must be used to supplement the hazard control strategy. This strategy is not applicable when RESTRICTED ENRTY CONDITIONS exist.

5. Isolation

The space has been isolated from hazardous sources as identified in section (IX)(C) above.

F. Verifying Acceptable Entry Conditions

Prior to and throughout the entry, the crew must be vigilant in assuring that Acceptable Entry Conditions exist. If, at any time during the entry, the acceptable entry conditions are not maintained in the space, the entry must be terminated immediately. Verification that acceptable conditions continue may be accomplished through the following means:

1. Atmospheric Exposure Monitoring

Atmospheric monitoring conducted by the Attendant and/or Entrants is maintained within Acceptable Concentrations as indicated in (IX)(E)(4)(a) or on the permit.

2. Communication

Changes that occur during the entry that might create unacceptable (not meeting conditions specified by the permit), prohibited or restricted entry conditions or may invalidate the permit, must be communicated IMMEDIATELY to the Attendant (Standby), other Entrants and Entry Supervisor.

3. Continuing Hazard Observations

As work progresses, additional hazards may develop. The Entrants and Attendant must be constantly aware of developing or changing conditions, how these may affect existing entry conditions and their ability to produce new or unforeseen hazards. If observations of the Entrants, Attendant or Entry Supervisor indicate changes to existing hazards or exposure to a new hazard, the Entry Supervisor must evacuate the space, update the permit, notify all crewmembers of the changes and reinitiate entry. The new hazard must also be controlled utilizing hazard mitigation methods or another effective means to control the hazard.

G. Atmospheric Exposure Monitoring

~~Atmospheric monitoring of the space must be conducted to determine if acceptable Entry Conditions exist before entry begins.~~

1. Materials

The following must be evaluated in the order listed:

- 1st. Oxygen
- 2nd. Combustible gases and vapors
- 3rd. Toxic gases and vapors

2. Monitoring Frequency

Monitoring must be conducted prior to, throughout the entry, and/or re-entry, and whenever monitoring is interrupted as would happen during breaks. When doing continuous monitoring, each material outlined in section (IX)(G)(1) above should be tested for.

Continuous monitoring, it is required in the following situations:

- a. Space Isolation Not Feasible - Examples include very large spaces or continuous systems such as sewers.
- b. Hazard Increasing Activities - These activities include, but are not limited to: Introducing organic solvents (hydrocarbon) to the space; hot work; movement of sludges ("mucking"); use of exhaust-producing equipment in the space; others. (Contact the Safety Manager.)
- c. Continuous monitoring is defined as the minimum response time of the test instruments specified by the manufacturer.
- d. Testing must continue throughout the entry to assure Acceptable Entry Conditions are maintained during the course of entry operations.

3. Recording

All monitoring results (including oxygen, combustible gases and vapor, and toxic gases and vapors) must be documented prior to any entry and every hour thereafter. Space is provided on the permit for this purpose.

4. Monitoring Location During Venting

It is critical to avoid monitoring outside air while venting is being used. Outside air monitoring occurs when samples are obtained from access ways that are under negative airflow due to the presence of Exhaust Venting. To avoid this, samples should be obtained from areas outside the stream of air flowing into the access way or where outside air has commingled with the confined space atmosphere and dilution has occurred. This will occur at locations removed from the immediate vicinity of the access way. Additional, remote areas of the space will provide representative monitoring of the confined space atmosphere (i.e., toxic and outside air combined)

H. Attendant Duties

The Attendant must remain outside the space performing the duties specified in section (IV)(B) for the duration of the entry. This person may have no other duties that would interfere with his/her primary responsibilities as specified in (IV)(B). The Attendant may only attend to one space at a time.

I. Multiple Employer Entries

1. To avoid endangering either Raider Environmental Services, Incorporated or other employers' employees (client, trades, other contractor, etc.) from exposure to hazards created by the space, operation, etc., entry operations must be coordinated.
2. So far as possible, simultaneous entries must be avoided. If this is unavoidable, procedures must be developed to assure that Raider Environmental Services, Incorporated employees do not endanger the employees of another employer and vice versa.
3. If this is anticipated or occurs on site, contact the Safety Manager to develop and specify procedures to coordinate activities and minimize hazards. Also, see section (IX)(A) regarding unauthorized entry.

J. Additional Requirements

1. Personal Protective Equipment - See Health and Safety Programs for use and selection located in the Operations Department.

2. Lighting

- a. All work areas shall be adequately lighted for the work being performed.
- b. Portable lighting fed by 110-volt supply must be equipped with either: A low voltage isolation transformer; or, protected with a ground fault circuit interrupter (GFCI).
- c. All lighting equipment shall be approved for use in Class I, Division I Hazardous location where flammable or combustible materials are handled or encountered or a flammable or combustible atmosphere may exist.

3. CPR/Basic First Aid

A minimum of two people working on each Confined Space Entry must maintain current (within one year) valid CPR/Basic First Aid Training. One of the CPR/Basic First Aid trained individuals must remain outside the space at all times.

4. Fire extinguisher

A minimum of two (2) fire extinguishers is required for each space where flammable or combustible materials are encountered. A minimum of the following is necessary: 10lb Class A; 40lb Class B C.

5. Flushing Equipment

Whenever acid or caustic materials are handled, a means for flushing the eyes, face, or body must be available. The device must be capable of delivering sufficient flushing capabilities to continue flushing until first aid services can be obtained. Typically, a minimum of 15 minutes is needed. Flushing equipment can include: Eye wash; safety shower; or water hose (low pressure "garden" type hose.) The flushing equipment need not be owned by Raider Environmental Services, Incorporated so long as it is: Functional (provides adequate flushing capabilities) readily accessible to the work site; pH is neutral and available for use.

6. Electronic Communication Devices

- a. Various electronic communication devices are available and may be needed for a particular entry. Each device should be evaluated in the specific work environment to assure it will provide effective communication.

-
- b. ~~Communication equipment used in a flammable or combustible environment must possess the following classification: Class 1, Division 1.~~

XI. EMERGENCY PLANNING AND RESPONSE

A. Introduction

Two rescue services are available for retrieval of Entrants from a confined space in an emergency. They are:

1. Outside Rescue Services
2. Raider Environmental Services, Incorporated Rescue Service

B. Outside Rescue Service

1. Introduction

Outside rescue services may be a Fire Department or a client (customer) provided service. If the site Entry Supervisor wishes to utilize the client's Rescue Service or outside service, he/she must consult with the service to determine their capability, availability and applicability to perform the service. This must be done in preparation (bid stage) of a confined space entry.

2. Required Action

Outside Rescue Services must be contacted and notified during the preparation phase (bid stage) of a confined space entry (see below). If outside services will be used for emergency rescue services, they must be contacted and the following information must be determined. If an outside rescue service is used, the following must be done:

- a. Inform the outside service of the hazards.
- b. Provide the outside service with access to each space where rescue may be necessary, so they may develop appropriate rescue plans and practice rescue operations.
- c. Provide MSDS sheets or other toxic hazard information.
- d. Contact the outside services to determine if they can respond to a confined space entry emergency.

~~e. If they are available and are willing to render assistance if the need develops, determine the response time.~~

f. It is preferable to have the outside Rescue Service available throughout the entry. Services may be available and willing to do this for a fee.

3. Outside Service Planning

During entry planning, where outside emergency services will be utilized, they must be contacted and provided with hazard information and other information to enable proper planning of their response. The following information must be provided:

a. Space Hazards

i. Operational Planning

ii. Hazard Assessment

b. Space Access Points

So that the service can develop appropriate plans and practice rescue operations.

c. MSDS/Toxic Hazard Information

C. Raider Environmental Services, Incorporated Rescue Service

If the Entry Supervisor elects to utilize Raider Environmental Services, Incorporated's rescue service, he/she must ensure the following:

1. A sufficient number of trained rescue personnel are available to effect rescue; A minimum of two are required.
2. The rescue team is provided with and trained to properly use the personal protective equipment (PPE) and rescue equipment necessary for making rescues;
3. The rescue team is trained to perform their assigned duties and to the Entrant level;
4. The rescue team receives practical training once every twelve (12) months by means of simulated rescue operations;

5. The rescue team possesses current basic first-aid and cardiopulmonary resuscitation (CPR).

D. Non-Entry Rescue

1. This option should be used whenever possible.
2. Non-entry rescue involves removal of an Entrant from outside the space, without entry, using the retrieval system outlined below (see (X)(D)(4)). This method prevents exposure of rescuers from the hazards that created the emergency. However, under certain circumstances, non-entry rescue may be inappropriate, i.e., physical injury such as a broken bone. Here, movement may exacerbate the injury; immediate removal may not be required to minimize the impact, etc.
3. To facilitate non-entry rescue, retrieval systems or methods shall be used unless, in the concurrent opinion of the Safety Manager and the Entry Supervisor, the retrieval equipment would increase the overall risk of entry or would not contribute to the rescue of the Entrant. Examples where the mechanical retrieval may increase the overall risk of entry include:
 - a. Obstructions or turns that prevent pull on the retrieval line from being transmitted to the Entrant.
 - b. A permit space from which an employee being rescued with the retrieval system would be injured because of forceful contact with projections in the space.
4. Retrieval System Equipment
 - a. Harness
 - b. Lifeline
 - c. Wristlets (optional - contact the Safety Manager) See Below.
 - d. Mechanical Retrieval Device
5. Harness/Lifeline
 - a. Any Entrant entering a confined space alone must use a harness (chest or full-body) with a retrieval line attached. The other end of the retrieval line must be attached to a mechanical retrieval device (availability required for vertical entries 4 feet or greater) or fixed

point in such a manner that rescue can begin as soon as the rescuer (Attendant) becomes aware that rescue is necessary.

- b. Multiple Entrants that enter a confined space must use a harness (chest or full body) in the case of an emergency. A retrieval device with retrieval line must be stationed ready for use.

6. Wristlet

Wristlets may be used in lieu of the chest or full-body harness if use of the harness is not feasible or creates a greater hazard and the use of wristlets is the safest and most effective alternative. Involve Health and Safety in this decision-making process.

7. Mechanical Retrieval Device

A mechanical retrieval must be available on all vertical spaces more than four (4) feet deep.

E. Entry Rescue

In the event that the Entry Supervisor has determined that entry rescue will be utilized, items mentioned in section (X)(D) must be assured.

- F. Rescue Service must be on-site for immediately dangerous to life and health (IDLH) conditions while work is being performed.

XII. COMMUNICATION

A. Effective Communication

An effective means of communication is essential for limiting hazards, initiating methods to mitigate emergencies and assuring information is communicated promptly. Communications must be maintained at all times between Entrants and Attendant. This may be accomplished singularly or by a combination of the following methods:

1. Visual contact between Entrants and Attendants
2. Vocal contact between Entrants and Attendants
3. Electronically assisted vocal contact between Entrants and Attendants
4. Signal system, i.e., periodic taps, line jerks, etc.

~~5. Site Specific communications will be discussed during the tailgate safety meeting prior to any work being conducted.~~

B. Signaling or Vocal Contact

If signaling or vocal contact is used, the system established must assure that the Entrants and Attendant can see and understand the voice commands originals.

C. Signaling System

1. A clearly understandable signal system should be established before entry into the confined space. In the event of failure of the above means of communication, an alternative signal system such as using line-jerk signals in the following manner:
 - a. One pull--allow more slack in the line.
 - b. Two pulls--lead line is inadequate.
 - c. Three pulls--emergency, pull man from confined space.
 - d. No response--emergency, initiate rescue.
2. For this method to be used there can be no obstruction that would prevent clear signaling. Examples that may prevent signaling include: baffles; remote locations; corners; bends; etc.; others.
3. Entrants must be instructed to have direct contact with signal line. The line attached to either the airline or retrieval line may not be adequate for this method.

D. Other Forms of Communication

Other forms of communication may be used as well. For example, a loud horn may be used in large confined spaces where the workers may be some distance from the access openings. (Air horns may be a source of ignition and, therefore, should not be used in flammable or combustible atmospheres.)

E. Emergency Notification - Outside Services

A method to communicate to outside services (Ambulance, EMS, Fire, Rescue, etc.) must be arranged. Telephone, two-way radio, cellular phone, etc. must be arranged to assure that outside service can be notified in the event they are needed.

F. Inability to Establish Effective Communication System

If none of these means of communications is available or effective, no entry should be made into the confined space. Contact the Safety Manager.

G. Entry Supervisor's Responsibility

Prior to entry, the Entry Supervisor must establish an effective system of communication and assure, in practice, it is effective. To accomplish this, perform the following for each confined space:

1. Prior to entry, evaluate the space to determine an adequate system of communication. Acceptable communication systems include--but are not limited to--visual contact; verbal, either unassisted or electronically assisted or sounds--i.e. periodic taps.
2. Whenever the Attendant cannot see the Entrant(s), adequate communication means: Attendant and entrant(s) can hear and understand each other's voices or signals.
3. Initially, and periodically, verify that the established communication system is and continues to be effective.

XIII. RECLASSIFYING A CONFINED SPACE

Under certain conditions, a confined space may be reclassified as a non-permit confined space. Once reclassified, several provisions of Raider Environmental Services, Incorporated's Confined Space Program may be relaxed. However, one requirement to reclassify a space--namely, that all hazards within the space (atmospheric, physical, electrical, etc.) must be eliminated--renders application of this provision difficult to achieve in Raider Environmental Services, Incorporated's operations. There may, however, be certain circumstances where a Project Manager may wish to consider reclassifying a space. One potential opportunity may be on long-term projects. Contact the Safety Manager for guidance and additional requirements.

Appendix A
Confined Space Entry Permit



Confined Space Entry Permit

Company: _____ Location: _____ Date: _____
 Confined Space to be entered: _____ Date/Time Permit Expires: _____
 Scope of work to be performed: _____

NATURE OF HAZARDS IN CONFINED SPACE:

YES	NO	N/A	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Oxygen Deficiency (Less than 19.5% O ₂ at sea level)
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Flammable gases or vapors (Greater than 10 % of the flammable limit or greater than 23.5% O ₂ at sea level)
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Toxic gases or vapors (Greater than the PEL)
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Mechanical Hazards
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Electrical Shock
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Materials harmful to the skin
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Engulfment
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Configuration Hazards
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Other: _____

ELECTRICAL EQUIPMENT / TOOLS:

YES	NO	N/A	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Low Voltage
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Ground Fault Current Interrupters
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Approved for Hazardous Location

PREPARATION:

YES	NO	N/A	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Notify affected areas of service interruption
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Isolate-blanked or double valve with lock & tag
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Zero Energy State (Lock Out all energy sources)
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Cleaned, Drained, Washed & Purged
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Ventilation to provide fresh air
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Emergency Response Team Available
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Employees informed of specific CSE hazards
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Secure Area (Post signs and flag off area)
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Procedures reviewed with each employee
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Atmospheric testing in compliance (See above)
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Hot Work Permit Attached
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Other: _____

COMMUNICATION EQUIPMENT:

Visual Hand Signals Verbal without Radio
 Electronic Communications Cell Phone / Site Phone
 Other: _____

EQUIPMENT REQUIRED FOR ENTRY AND WORK:

Supplied Air with 5 minute escape pack
 S.C.B.A.
 Air Purifying Respirator (Cartridge Type) _____
 Protective Coveralls (Type) _____
 Inner Gloves (Type) _____
 Outer Gloves (Type) _____
 Hard Hats
 Face Shield (Type) _____
 Hearing Protection (Type) _____
 Harness & Lifeline
 Lighting (Explosion Proof)
 Fire Extinguishers (Type) _____
 Non - Sparking Tool Set
 Other _____
 Other _____

RESCUE TEAM / EQUIPMENT:

S.C.B.A. SAR w/ egress bottle
 Tripod w/ winch Harness & Lifeline
 Escape Ladder Backboard
 Other: _____

AUTHORIZED ATTENDANTS:

12. Additional Comments:

Sampling Performed By:	Title:
Signature:	Date:

Raider

ENVIRONMENTAL SERVICES

Electrical Safety Program

TABLE OF CONTENTS

	Page
SECTION I – PURPOSE	1
SECTION II – DEFINITIONS	1
SECTION III – PROGRAM REQUIREMENTS.....	2
SECTION IV – TRAINING REQUIREMENTS FOR QUALIFIED A.....	4
PERSON	
A. Hazards and Injuries.....	4
B. Task Related Safety Practices and Procedures.....	4
C. Other Safety Practices	4
D. CPR and First aid	4
E. Determining Nominal Voltage	5
F. Clearance and Approach Distances	5
G. Special Precautions	5
H. Voltage, Grounding, and Poles	6
I. Decision Making.....	6
SECTION V – TESTING ELECTRICAL GROUNDING CONDUCTORS.....	7

Electrical Safety Program

I. PURPOSE

Electric shock or injuries can result when work is performed near or on equipment or circuits that are or may be energized. Electrical Systems provides general guidance to Raider Environmental Services, Inc.' employees on the work practices they must use to prevent electric shock or other injuries related to electrical systems.

II. DEFINITIONS

Competent Person – means one who is capable of identifying existing and predictable hazards in the surroundings or working conditions which are unsanitary, hazardous, or dangerous to employees, and who has the authorization to take prompt corrective measures to eliminate them. Raider Environmental Services, Inc.'s Safety Manager is the Company's designated Competent Person.

Energized Parts – Live parts to which an employee might be exposed.

Flash Hazard – A dangerous condition associated with the release of energy caused by an arc that suddenly and violently changes materials into a vapor. This is also called an "Arc Flash".

Qualified Person Level I – Characterized by the person whose work requires that they become familiar with the hazards, construction, operation, and maintenance of equipment that may involve exposure to, but not work on, exposed energized parts, and be trained to perform the required tasks safely.

Qualified Person Level II (Authorized Person) – Characterized by the person's training and experience:

1. Enables them to perform work on, or near exposed energized equipment, power generation, transmission, distribution, and transfer equipment.
2. Enables them to recognize, control and isolate hazardous energy sources. A Qualified Person Level II shall perform all equipment modifications, repairs, and installations involving exposure to live parts. Qualified Level I employees pursuing Level II designation or Level II trainees may perform this work under the direct supervision of a Qualified Person Level II.

Unqualified Person – Persons who operate electrically powered equipment, but are not trained to perform any operation or maintenance on or near any exposed energized parts. These persons face risk of electric shock and shall be trained and familiar with electrically related safety practices relating to their perspective job or task.

Note: The term "work on" energized equipment does not include the testing of the equipment.

III. PROGRAM REQUIREMENTS

- A. Only Raider Environmental Services, Inc. Qualified Level II (Authorized) personnel or certified contractors should repair or install electrical equipment. Only Raider Environmental Services, Inc. Qualified Level I/II personnel can work around live circuits. All electrical circuits should be de-energized whenever possible before an employee works on or near the electrical equipment.
- B. All applicable personnel are to be trained in the hazards and safe work practices of working on or near electrically related equipment, to prevent electric shock or other injuries related to direct or indirect electrical contact. Guidelines and procedures will be established and implemented to eliminate all injuries resulting from possible malfunctions, improper grounding and/or defective electrical tools as per 1926.404(B)(1)(iii). While working on or near exposed energized electrical equipment the following precautions should be taken:
1. Consider all electrical conductors energized, even if working on or near de-energized parts. Utilize Raider Environmental Services, Inc.'s Control of Hazardous Energy Program (Lock Out / Tag Out).
 2. Use suitable protective equipment and tools including lineman's gloves, mats and blankets to provide insulation from other elements that are energized or grounded.
 3. Non-insulated metallic items, such as rings, neck chains, watches, eyewear etc. are not to be worn.
 4. Do not render electrical interlocks inoperative by removal, modification or destruction. Electrical interlocks may be defeated only temporarily during the performance of a specific task, and must be returned to working condition immediately thereafter.
 5. Blown fuses shall be replaced only with equal type and interrupting rating.
 6. Replacement of fuses with a rating of 50 volts or greater requires the use of proper personal protective equipment rated for use at or above the fuse voltage.
 7. Use non-conductive ladders when working on or near electrical equipment or conductors. The use of metal ladders is prohibited. Portable ladders shall have non-conductive side rails.

-
8. Defective electrical equipment or extension cords are to be tagged and ~~immediately removed from service until repairs or replacement can be performed.~~
 9. Portable cord and plug-connected equipment shall be inspected prior to each use and shall be equipped with a cord which has ground fault protection or is double insulated.
 10. Extension cord sets are not to be considered permanent installations.
 11. Electrical power tools and cords are to be checked for continuity/conductivity.
 12. Secure/tape extension cords to walking surface to prevent trip hazard.
 13. An assured grounding program should be established and followed if GFCI devices are not used.
 14. When working under overhead lines, the lines shall be de-energized and grounded before work begins. Arrangements shall be made prior to work commencing with the proper organization involved in de-energizing and grounding the overhead lines. 29CFR1910.333(c)(3)
 15. Sufficient illumination is required for employees working in spaces containing exposed energized parts.
 16. Protective shields, protective barriers or insulating materials shall be used when working in confined or enclosed work spaces where electrical hazards may exist.
 17. When handling conductive objects (such as ducts and pipes) in areas with exposed live parts, the employee shall use insulation, guarding, and material handling techniques, which will minimize the hazard.
 18. A daily visual inspections of electrical cords, plugs, receptacles, or other electrical equipment shall be made to determine external defects or indications of internal damage prior to use.
 19. Damaged items shall be tagged "DO NOT USE" and removed from service until repaired and tested by a Qualified Individual.

IV. TRAINING REQUIREMENTS FOR A QUALIFIED PERSON

This section describes the training required to become a "Qualified Person". An individual's training and qualification as a "Qualified Person" must be documented and kept in the Employee's training records.

A. Hazards and Injury

Principal hazards when working on circuits operating at 50 through 240 volts are shock and arc flash. Qualified persons must be able to identify and understand the:

1. Specific hazards associated with electrical energy
2. Relationship between electrical hazards and possible injury

B. Task Related Safety Practices and Procedures

Qualified persons must be familiar with the following related to their job or task assignments:

1. Safety-related work practices, such as "job planning" and "lockout/tagout"
2. Safety procedures
3. Other personnel safety requirements

C. Other Safety Practices

Qualified persons must also be familiar with other safety practices, including applicable emergency procedures related to their work and necessary for their safety. One example of such practices is precautions for work in hazardous (classified) locations.

D. CPR and First Aid

Qualified persons must have current certification in both of the following:

1. Cardiopulmonary resuscitation (CPR)
2. First aid

E. Determining Nominal Voltage

Qualified persons must have the skills and techniques necessary to determine the nominal voltage of exposed live parts. They must be able to distinguish 120 and 240-volt circuits, which they are qualified to work on, from higher-voltage equipment. Such higher-voltage equipment includes 227 volt lighting and 480 volt switchboards and motor control equipment.

F. Clearance and Approach Distances

Qualified persons must know and understand the clearance and minimum approach distances required when working with voltages to which employees will be exposed. For 240 volts and below, this means that the person must:

1. Be "qualified" to work within 10 feet of live parts.
2. Avoid working on live parts unless they are qualified and using insulated tools and insulating gloves.

Approach Distances for Qualified Employees—Alternating Current

Voltage range (phase to phase)	Minimum approach distance
300V and less	Avoid contact
Over 300V, not over 750V	1 ft. 0 in
Over 750V, not over 2kV	1 ft. 6 in
Over 2kV, not over 15kV	2 ft. 0 in
Over 15kV, not over 37kV	3 ft. 0 in
Over 37kV, not over 87.5kV	3 ft. 6 in
Over 87.5kV, not over 121kV	4 ft. 0 in
Over 121kV, not over 140kV	4 ft. 6 in

3. Vehicles and mechanical equipment capable of being elevated near energized overhead lines must maintain a clearance of 10 feet. If the equipment is an aerial lift insulated for the voltage involved, and a Qualified Individual is performing the work, then the clearance may be reduced according to the above table.

G. Special Precautions

Qualified persons must be trained to make proper use of the following when required:

1. Special precautionary techniques
2. Personal protective equipment

3. Insulating and shielding materials

4. Insulated tools

The following table explains these requirements.

Circuits being Worked On	Precautions Required
240 volt and 120 volt circuits with high short-circuit capacity (generally "main" panels supplied directly from transformer).	Flame-resistant clothing (long shirt and slacks, or coveralls), hard hat, and safety glasses.
Low-capacity (less than 10,000 amperes short-circuit available) panel boards and control circuits.	Usually only natural-fiber long-sleeve shirt and slacks and safety glasses.

Unqualified employees must maintain a 10' clearance distance. The program must specify unqualified must maintain a 10 foot distance.

H. Voltages, Grounding, and Poles

Qualified persons must have the skills and techniques necessary to understand all of the following:

1. Induced, static, and impressed voltages
2. Grounding integrity
3. Condition of poles and structures
4. Circuit equipment location

I. Decision Making

To perform a task safely, qualified persons must understand and follow the decision-making process necessary to determine the following:

1. Degree and extent of hazard
2. Personal protection equipment needed
3. Job planning needed
4. Whether a "stand-by person" of equal qualification is required

V. TESTING ELECTRICAL GROUNDING CONDUCTORS

All electrical equipment grounding conductors shall be tested for continuity and shall be electrically continuous.

Each receptacle and attachment cap or plug shall be tested for correct attachment of the equipment grounding conductors. The equipment grounding conductor shall be connected to its proper terminal:

1. Before each use.
2. Before equipment is returned to service following any repairs.
3. Before equipment is used such as when a cord has been run over.
4. At intervals not to exceed 3 months, except that cord sets and receptacles which are fixed and not exposed to damage shall be tested at intervals not exceeding 6 months.

Tests performed as required by this program shall be recorded as to the identity of each receptacle, cord set, and cord plug connected equipment that passed the test and shall indicate the last date tested or interval for which it was tested. This record shall be kept by the Safety manager and shall be available at any job site for inspection by Supervisors, or affected employees.

Any electrical equipment that does not meet these guidelines for testing shall not be permitted to be used by employees.



Lock Out Tag Out Program

Purpose

This procedure establishes the minimum requirements for the LOCKOUT/TAGOUT of energy sources. This procedure will be used whenever personnel are working on a piece of equipment or system that if inadvertently actuated could result in personnel injury. Examples of these types of systems are; Electrical, Pneumatic, Hydraulic, Steam, Gas.

Responsibility

Appropriate employees shall be instructed in the importance of following established Lockout/Tagout procedures. Such instruction will be conducted by the safety director or supervisor upon hire or upon assignment to a new job where the employee may come in contact with energy sources.

Management shall assign the overall responsibility to the Safety Director. The Safety Director shall be responsible for ensuring the ongoing effectiveness of the program.

It is the responsibility of the individual assigning the work and the individual performing the work to properly follow this lockout/tagout procedure.

It is the responsibility of the individual locking or tagging out the unit to remove all of his/her locks and tags after service is complete. It is the responsibility of all other employees to leave all locks and tags in place until they have been removed by the authorized individual.

Affected Employees – Affected employees are those whose job duties are affected by the lockout procedure (i.e. Machine Operator). Affected employees, unless authorized, are not authorized to place or remove locks.

Authorized Employees – Authorized employee are those who have been trained and authorized to lock out machinery and equipment. Authorized employees are responsible for the inspection of lock out equipment both before and after the lockout sequence and for the proper placement and removal of locks.

Any employee who violates this policy or in any way compromises a lock out sequence shall be subject to disciplinary action

Training

~~Prior to authorization, employees who will perform lockout/tagout shall attend a training session covering the following topics:~~

- Content of this policy
- Use of locks, tags and multi-lock hasps
- Other types of lockout equipment (i.e. Valve lockouts)
- Procedures for lockout
- Procedures for removing locks and resetting equipment
- Emergency removal of locks

Training/Retraining shall be verified by the trainer through the use of a practical exam during which the authorized employee shall perform the lock out procedure and verbally walk through each of the steps.

Training of authorized employees shall be documented on the employees individual training verification sheet.

~~Each affected employee shall receive training in the following areas:~~

- Content of this policy
- Emergency Removal of Locks

Retraining

is required when there is a change in job assignments, in machines, a change in the energy control procedures, or a new hazard

Definitions

Lock out - A means of isolating energy sources by securing switches, valves plugs, etc. with an appropriate keyed lock that can be removed only by the individual placing the lock.

Tag out - A tag used to clearly identify that an energy source is locked out and identifies who is responsible for the lockout. A tag may also be used as the only isolating method if the energy source is unable to be locked out.

Try out - Testing the energy source to ensure that the system or equipment has been successfully isolated.

Lock and Tag Criteria

Lock sets, manufactured by American Lock Company come in a set of 5 locks with each lock in the set keyed the same. Each lock set color coded either Blue, Brown, Green, Purple and

~~Red are for the exclusive use as a lockout device. Locks color coded Gold are for individual employee lockouts. These lock sets shall be used for the purpose of Lockout/Tagout only. Each lock set (other than Gold shall be issued to the authorized Crew Foreman or Field Supervisor.~~

Tags shall be durable and shall include, at a minimum. The following information:

“Do Not Operate, Equipment Locked out”
Employee name
Company
Date

The Supervisor or Crew Foreman placing the locks shall affix a tag to each lock indicating the employee name, employer, and date lock was placed. Tags shall not be used in place of a lockout devices unless specifically authorized by this policy or by the Safety Director on a case by case basis.

Procedures involving more than one service personnel (Multiple Lockouts)

In the preceding steps, if more than one person is required to perform work on the same piece of equipment or system, each shall place his/her own lock(s) and Tag(s) on the energy isolation device(s) or a group lockout procedure shall be used. When an energy isolation source can not accept multiple locks, a multiple lock hasps shall be used. As each person completes their work and no longer needs to maintain lockout or tagout protection, he or she will remove his/her lock.

Group Lockout

When servicing a piece of equipment or system which has multiple lockout points, group lockout is authorized.

Group lockout shall proceed as follows:

1. The Crew Leader, Foreman or Supervisor shall affix the necessary locks and tags to the appropriate lockout devices (The 5-lock sets shall be used for this purpose).
2. The keys for these lock sets shall be placed into a lock box.
3. The Crew Leader, Foreman, or Supervisor shall affix his lock to the lock box in a manner that ensures that this lock is the last one removed in order to open the box.
4. Each crew member shall affix their individual lock to the lock box.
5. Upon completion of the project, as each crew member completes his responsibilities and clears the machine or system he shall remove his individual lock from the lock box.

6. After all crew members have removed their respective locks the crew leader, ~~foreman or supervisor shall remove his lock form the lock box and obtain the keys for the remaining lock sets.~~
7. After ensuring all personnel are clear of the machinery or system, the Crew Leader, Foreman or Supervisor shall remove the lockouts form each lockout point.

Procedures when service work involves both company and customer employees

1. The company supervisor shall review the lockout procedure with the customer representative.
2. Both the supervisor and customer representative shall walk through the lockout process.
3. Unless specifically approved, both the company and the customer shall be responsible for placing their own lockout devices.

Extended work/Shift Changes

It shall be the policy of this company that lockout devices shall remain in place until such time the work is complete.

In order to maintain lockout continuity during shift changes the following procedures shall be followed:

1. Prior to the shift change both the off-going and on-coming supervisor shall walk through the locked out system. Each lockout point shall be identified and verified.
2. The on-coming supervisor shall place his individual lock on the group lockout device.
3. The off-going supervisor shall remove his individual lock from the group lockout device.

Preparation for Lockout or Tagout

Make a survey to identify and locate ALL isolating devices to be certain which switch(s), valve(s) or other energy isolating devices apply to the equipment or system to be locked or tagged out. More than one energy source may be involved.

Be sure to include a check for sources of STORED energy which may actuate a piece of equipment after lock out has been performed (i.e. Air supply tanks, Capacitors, pressurized systems, springs, elevated parts, rotating flywheels, gas, steam or water pressure).

Sequence of Lockout/Tagout

- 1) Notify all affected employees that a lock out or tag out system is going to be utilized and the reasons for it. The authorized employee shall know the type and magnitude of energy that the equipment or system utilizes and shall understand the associated hazards.
- 2) If the equipment or system is operating, shut it down by the normal stopping procedures.
- 3) Operate the switch, valve, or other energy isolating device(s) so that the equipment is isolated from its energy source(s). Stored energy must be dissipated or restrained by methods such as re-positioning, blocking, bleeding, etc.
- 4) Lockout and/or tagout the energy isolating device(s) with assigned individual lock(s) or tag(s).
- 5) After ensuring that no personnel are exposed, and as a check to ensure that energy sources are isolated, operate the switch or other normal operating control(s). This will ensure that the equipment will not operate. If the equipment or system DOES operate after being locked out notify your supervisor immediately. RETURN OPERATING CONTROLS TO THE OFF OR NEUTRAL POSITION AFTER THE TEST.
- 6) The equipment or system is now locked out.

Restoring equipment to normal operating condition

- 1) After servicing the equipment or system, check the Surrounding area to ensure that no one is exposed.
- 2) Remove all tools and other service equipment from the equipment or system,
- 3) Replace all guards.
- 4) Remove blocks or other stored energy suppression device(s).
- 5) Remove lock(s) or Tag(s).
- 6) Operate the energy isolation device(s) to restore the equipment or system to normal operation.

Types of equipment available for lockout/tagout

- Padlocks
- Lockout hasps (able to accept 6 locks)
- Power cord locks
- Valve cover for 2.5 to 5 inch valves (able to accept 3 locks)
 - Valve cover for 5 to 6.5 inch valves (able to accept 3 locks)
 - "Do Not Operate - Equipment Locked Out"

Each piece of equipment used for lockout/tagout shall be inspected immediately prior to use by the authorized employee and again following removal of the lockout equipment. Lockout equipment shall also be inspected periodically (i.e. monthly) as part of the equipment maintenance program.

Maintenance on Company Vehicles and Equipment

- When maintenance procedures are being performed on vehicles or other equipment lock out tag out will be used if the procedure could result in injury should the vehicle or equipment be inadvertently energized.

- A suitable lockout or tag out system will be used on all ignition or similar systems. When the vehicle or equipment does not provide a means for lock out, then as a minimum a tag will be placed on the ignition switch.

Procedures for removing locks and tags inadvertently left on a system after work is complete.

- Should an employee find a tag or lock left on a piece of equipment after work has been completed the following procedures will be adhered to;

- 1 - Notify your immediate supervisor or dispatcher.
- 2 - The dispatcher or supervisor will attempt to locate the owner of the lock or tag (as indicated on the lock or tag).
- 3 - If the responsible individual is located he or she will remove the lock or tag.
- 4 - If the responsible individual can not be located the supervisor or other person knowledgeable in the operation of the system locked or tagged out will follow all procedures re-energizing the system.

Prior to restoring the system the supervisor or knowledgeable person will determine that it is safe to remove any lock out or tag out devices.

5 - Only a supervisor or knowledgeable person is permitted to remove a lock or tag left on a system.

Periodic Inspection and Verification of Program Effectiveness

At a minimum, this lockout/tagout program shall be reviewed annually. The review shall consist of the following components:

1. Review of written policy and procedures
2. Inspection of vehicle maintenance operations for compliance with tagout requirements
3. Review of at least one field operation involving lockout/tagout

Raider
ENVIRONMENTAL SERVICES

Fall Protection Program

TABLE OF CONTENTS

	Page
SECTION I – PURPOSE	1
SECTION II – DEFINITIONS	1
SECTION III – FALL PROTECTION REQUIREMENTS	2
SECTION IV – FALL PROTECTION SYSTEMS	3
A. Personal Fall Arrest Systems	3
B. Guardrail Systems	4
C. Covers.....	5
D. Alternative Fall Protection Systems.....	5
SECTION V – PROTECTION FROM FALLING OBJECTS	7
A. Toeboards.....	7
B. Guardrails and Screens.....	7
SECTION VI – LADDERS.....	7
A. Self-Supporting Portable Ladders.....	8
B. Non Self Supporting Portable Ladders (Extension Ladders).....	8
C. Non-Conductive Ladders	8
SECTION VII – CONDITIONS FOR LADDER USE.....	8
A. Guidelines for using Ladders	9
B. Maintaining and Repairing Ladders.....	9
SECTION VIII – PERSONNEL LIFTS.....	10
A. Scaffolds.....	11
B. Boom and Scissor Lifts	11
SECTION IX – TRAINING REQUIREMENTS.....	11
A. Training Content	11
B. Retraining.....	12
C. Documentation	12

Fall Protection Program

I. PURPOSE

This Standard on Fall Protection details safety requirements when performing work tasks at heights greater than 6-ft from the walking/working surface. Employees shall be trained in the Fall Protection Program. Fall Arrest Systems are to be used when other fall protection systems are impractical or insufficient (i.e. Scaffold work requiring top and mid-rails to be removed).

On those occasions when loading racks are not available to load/unload tank trucks, use of installed safety guides and/or rails is mandatory to protect against falls.

II. DEFINITIONS

Anchorage - Secure point of attachment for lifelines, lanyards, or deceleration devices.

Body Harness - System of straps that attaches to employee and distributes fall-arrest force over thighs, pelvis, waist, chest, and shoulders. Can attach to other components of a personal fall-arrest system.

Competent Person - is an individual who, by way of training and/or experience, is knowledgeable of applicable standards, is capable of identifying workplace hazards relating to the specific operation, is designated by the employer, and has authority to take appropriate actions.

Connector - Device that couples or connects parts of personal fall-arrest system and positioning device systems together. May be either an independent component, such as a carabiner, or may be an integral part of the system, such as a belt or D-ring sewn into a body harness or a snap hook spliced to a lanyard.

Controlled Access Zone (CAZ) - Area where certain work may take place without use of fall-protection systems, because access to the area is controlled.

Free Fall - Act of falling before personal fall-arrest system applies force to stop the fall.

Free Fall Distance - Vertical displacement of fall-arrest attachment point on employee's body harness between onset of fall and point where system begins to apply force to arrest fall. Excludes deceleration distance and lifeline/lanyard elongation, but includes any deceleration-device slide distance or self-retracting lifeline/lanyard extension before they operate to arrest fall.

Guardrail System - Barrier erected to prevent employees from falling to a lower level.

Horizontal Lifeline - Lifeline that stretches horizontally and connects to anchorages at both ends.

Lanyard - Flexible rope, wire rope, or strap, generally with a connector at each end for connecting a body harness to deceleration device, lifeline, or anchorage.

Leading Edge - Any edge (such as a floor, a roof, or formwork for a floor) that changes location as additional sections are placed or constructed. Considered an "unprotected side and edge" during periods when it is not actively under construction.

Lifeline - Flexible line for connecting components of a personal fall-arrest system to an anchorage or anchorages. See vertical lifeline and horizontal lifeline.

Personal Fall Arrest System - System used to stop employee from falling. Consists of anchorage, connectors, and body harness, and may include lanyard, deceleration device, lifeline, or appropriate combinations of these.

Positioning Device System - Body-harness system rigged so employee working on a wall or other elevated vertical surface can have both hands free while leaning.

Safety-Monitoring System - Safety system that designates a competent person as responsible for recognizing fall hazards and warning employees. 29 CFR 1926.502(h)

Snap Hook - Connector comprised of hook-shaped member and normally closed keeper, or similar arrangement. You open a snap hook to receive an object and close it to retain the object. Snap hooks may be either non-locking or locking (having a self-closing, self-locking keeper that remains locked until pressed open). Use of non-locking snap hooks is prohibited on personal fall-arrest or positioning-device systems.

Toeboard - Low protective barrier that keeps materials and equipment from falling to lower levels and protects employees from falls.

Vertical Lifeline - Flexible line that connects to an anchorage at one end to hang vertically.

Warning System - Barrier erected on roof to warn employees of an unprotected side or edge. Designates area where roofing work may take place without protection of guardrail or safety-net systems.

III. FALL PROTECTION REQUIREMENTS

A Competent person shall be assigned to monitor the safety of employees using Fall Protection. The competent person will be assigned to:

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1. All fall protection plans shall be prepared by a qualified person and developed specifically for individual site work.
 2. Recognize fall hazards.
 3. Warn employees if they are unaware of a fall hazard or are acting in an unsafe manner.
 4. Be on the same working surface and in visual sight.
 5. Stay close enough for verbal communication.
 6. Not have other assignments that would take monitors attention from the monitoring function.

Accident Investigations and Near-miss accidents shall be investigated, implementing changes to the fall protection plan as necessary. Investigations will be carried out by the involved parties (i.e. Competent Person, Foreman / Supervisor on job site), and the Safety Manager.

Employees are required to use fall protection when exposed to falling 6 or more feet.

Use of Fall Protection is required – but not limited to – the following working situations:

1. Construction or demolition of facilities
2. Roof work, including leading-edge construction
3. Work performed in manbaskets
4. Work with hoists
5. Working with incomplete scaffolds
6. Painting
7. Hanging signs
8. Changing lights
9. Work on overhead pipeways
10. Work performed outside handrails

IV. FALL PROTECTION SYSTEMS

A. Personal Fall-Arrest Systems

A personal fall-arrest system includes an anchorage, a connector, and a body harness. Fall-arrest systems must be designed so that a worker cannot free-fall more than 6 feet. All Fall Arrest equipment must meet the ANSI and ASTM

requirements. They must limit the arresting force on a worker to 1,800 pounds ~~when used with a body harness.~~ Fall-arrest systems must be used only to protect workers. ~~Do not use a fall-arrest system to hoist materials.~~ If an employee is working in an area where he/she could fall into and be submerged in water, an approved life jacket or buoyant work vest must be worn and at least one life saving skiff or boat should be immediately available.

1. The following requirements apply to components of personal fall-arrest systems:
 - a. Connectors – Must be of dropforged, pressed, or formed steel, with a smooth surface and corrosion-resistant finish.
 - b. D-Rings and Snap Hooks - Must have minimum tensile strength of 5,000 pounds and proof-tested to a minimum tensile load of 3,600 pounds without cracking or breaking.
 - c. Lanyards and Vertical Lifelines - Must have minimum breaking strength of 5,000 pounds. When vertical lifelines are used, each worker must be attached to a separate lifeline.
2. Inspection Requirements - Inspect personal fall-arrest systems before each use for wear, damage, and deterioration. Remove any defective components from service.
3. Guidelines - Follow these guidelines when using a personal fall-arrest system:
 - a. Always anchor the lanyard waist high or higher to minimize fall distance to 6 feet.
 - b. Use extreme caution when selecting the fall-protection system's anchor points.
 - c. Anchor points must not reduce the overall strength of the system.
 - d. Visually check the snap-hook engagement. Do not rely on feel or sound.
 - e. Use of body belts in personal fall-arrest systems is prohibited.
 - f. Use of non-locking snap hooks is prohibited.

B. Guardrail Systems

1. Requirements:
 - a. Height - The top edge of the guardrail must be 42 inches - plus or minus 3 inches above the working level.

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- b. ~~Strength - Guardrail systems must withstand at least 200 pounds of force-applied-within-2-inches-of-the-top-edge. Midrails, screens, mesh, or equivalent structures must withstand at least 150 pounds of force.~~
 - c. Surface - Guardrail surfaces must not puncture or cut workers and must not snag clothing.
 - d. Use of Midrails, mesh or screen - Install midrails, screens, or mesh between the top edge of the guardrail and the working surface, when there is no wall at least 21 inches high.
 - i. Midrails must be midway between the top of the guardrail and the work surface.
 - ii. Screens or mesh must extend the full length between top rail and work surface.

C. Covers

Covers are used to protect employees from falling into holes, trenches, or other hazards.

Any cover must be:

1. Marked with the word "COVER."
2. Capable of supporting twice the weight of any worker.
3. Capable of supporting twice the maximum axle load of any vehicle or equipment that may be placed on it.

Note: These cover provisions do not apply to fixed manhole covers or to steel grating used to cover sumps or USTs.

D. Alternative Fall Protection Systems

The following fall-protection systems are not typically used but if needed they must conform to the OSHA fall protection standard 29 CFR 1926.500-503:

1. Safety-net systems

See section 1926.502 (c) in Appendix A for details regarding proper net specifications, installation and testing. Note the requirement for a drop test after installation. It is anticipated that the use of safety nets for fall protection will be limited at Raider Environmental Services, Inc. Facilities and projects.

2. Positioning-device systems

Positioning devices, such as belts, are not recognized as fall protection equipment and should not be used for such. Combination fall protection and position devices are available from some manufactures. See section 1926.502 (e) in Appendix A regarding positioning device requirements. Note the strength and snap-hook requirements for positioning devices.

3. Warning-line systems

Warning lines may be used on low-sloping areas in combination with other controls such as safety monitors, guardrails and personal fall arresting equipment or nets. Warning lines shall be made of rope, wire or chains and flagged every six feet with highly visible material. The line shall be supported by stanchions and the line shall be between 34 and 39 inches above walking/working surfaces. The stanchions shall be capable of withstanding a horizontal force of 18 pounds with out tipping over. The warning line shall have a minimum tensile strength of 500 pounds. Additional details regarding warning lines can be found in 1926.502 (f) of Appendix A.

4. Controlled access zones (CAZs)

A controlled access zone may be used as an option for visual inspections or other related activities or as part of a Site Specific Fall Protection Plan. Only authorized employees may enter this zone. Controlled access zones shall be provided between six and twenty-five feet from an unprotected or leading edge. The controlled access zones will be marked by a line that consists of rope, wire, tape or equivalent materials, supported by stanchions and flagged every six feet. The line must have a minimum breaking strength of 200 pounds and be located between 39 and 45 inches above the walking/working surface. The line must be approximately parallel to the leading edge or exposed edge and should be fastened to a secure surface such as a guardrail.

5. Safety-monitoring systems

A safety monitor is a competent individual (able to recognize fall hazards), located on the same working/walking surface as other at-risk individuals, who shall warn the individuals if they are acting in an unsafe manner that could result in a fall or are unaware of a fall hazard. The safety monitor shall be able to see the employees, not have other immediate work responsibilities and orally communicate with the at-risk individuals. The safety monitor shall provide for prompt rescue of employees in the event of a fall or shall assure that employees are able to rescue themselves. Safety monitors may be used for low sloping work areas in combination with other controls or in the Site Specific Fall Protection Plans. See section 1926.502 (h) in Appendix A for additional details regarding safety monitors.

V. PROTECTION FROM FALLING OBJECTS

Employees exposed to hazards from falling objects must wear hard hats. In addition to wearing hard hats, employees must use one of the following methods to prevent objects from falling:

1. Erect toeboards, screens, or guardrails.
2. Erect a canopy on the lower level and store materials away from the edge of the elevated work.
3. Barricade access to lower levels.

A. Toeboards

Toeboards used for protection from falling objects must be:

1. Erected along the edge of the overhead work surface at a distance great enough to protect workers below.
2. Able to withstand a force of at least 50 pounds.

B. Guardrails and Screens

Guardrails and screens must not contain openings through which objects can pass freely.

VI. LADDERS

If you follow ladder-safety precautions, you do not normally need fall protection if:

1. The job is of brief duration.
2. The ladder is less than 20 feet long.
3. The job is less than 20 feet above grade.

All portable ladders will be a minimum of Class 1A rated for 300 lb. (136.1 kg).

A. Self-Supporting Portable Ladders

When you use a portable ladder, its side rails must extend at least 3 feet higher than the surface you need to reach. A stepladder must be used with the spreader bars in the locked down position, never as a straight ladder. Never stand on the top two steps of a self-supporting ladder. If this is not possible, you must do both of the following:

1. Secure the top of the ladder to a rigid support that will not deflect.
2. Provide a grasping device, such as a grab rail, to assist workers in mounting and dismounting the ladder.

Note: The extension must not cause the ladder to deflect under a load and slip off its support.

B. Non-Self Supporting Ladders (Portable Extension Ladder)

When using a nonself-supporting ladder, follow these placement guidelines:

1. Angle the ladder so that the horizontal distance from the top support to the foot of the ladder is about one-fourth the working length of the ladder. Ladder shall be positioned at a safe angle, which is typically a 4:1 vertical to horizontal ratio.
2. The ladder shall be secured at the point of support to prevent movement. To accomplish this, a person will stabilize the ladder at the bottom while the climber climbs and secures the ladder at the top. If a ladder cannot be secured at the top, outriggers or another employee must stabilize the ladder while it is in use.
3. Place the top of a nonself-supporting ladder with the two rails supported equally, unless the ladder has a single-support attachment.

C. Non-Conductive Ladders

Ladders used near energized electrical equipment must have nonconductive side rails. All metal ladders shall be labeled "NOT FOR ELECTRICAL USE".

VII. CONDITIONS FOR LADDER USE

1. Use ladders only on stable and level surfaces, unless they are secured to prevent accidental displacement.
2. Do not use ladders on slippery surfaces, unless they are secured or provided with slip-resistant feet to prevent accidental displacement.
NOTE: Slip-resistant feet are not a substitute for care in placing, lashing,

or holding a ladder on a slippery surface. Slippery surfaces include flat metal and some concrete surfaces.

3. Ladders placed in high-traffic locations, such as passageways, doorways, or driveways, must be either:
 - a. Secured to prevent accidental displacement
 - b. Barricaded to keep activities or traffic away from ladder area
4. Keep the area around the top and bottom of a ladder clear.
5. If work from a ladder is long term in nature or requires heavy physical exertion, other methods such as scaffolds or personnel lifts should be used.

A. Guidelines for using ladders

1. Use a ladder only for the purpose for which it was designed and intended.
2. Do not use the top step of a ladder as a step.
3. Do not move, shift, or extend a ladder while it is occupied.
4. Do not climb on the cross-bracing on the rear of a ladder, unless the ladder has steps for climbing on both front and rear.
5. When ascending or descending on a ladder, always
 - a. Face the ladder.
 - b. Grasp the ladder with at least one hand.
6. Do not carry onto a ladder any object or load that could cause you to lose your balance and fall.
7. Do not use a ladder if your vision is restricted by a welding hood, blasting helmet, or burning goggles, except for welding or burning operations to start or complete a job.

B. Maintaining and Repairing Ladders

1. Maintain ladders free of oil, grease, or other slipping hazards.
2. A competent person must inspect ladders periodically for visible defects and after any occurrence that could affect their safe use.

3. Withdraw from service immediately any portable ladders with structural defects, including but not limited to the following:

- a. Broken or missing rungs, cleats, or steps
- b. Broken or split rails
- c. Corroded components
- d. Other faulty or defective components

You can withdraw a ladder from service by doing one of the following:

- a. Tag it with "Do Not Use" or similar language.
- b. Mark it in a manner that readily identifies it as defective.
- c. Block it (for example with a plywood attachment that spans several rungs).

4. A ladder may be restored to use only if it is repaired so that it meets its original design criteria.

VIII. PERSONNEL LIFTS

1. Written operating procedures are to be attached to the personnel lift.
2. A second person should be used as a "spotter" if working in a limited work area.
3. Only equipment that has been load rated and designed by the manufacturer for personnel lifting shall be utilized. Workers utilizing personnel lifts must wear a safety harness with lanyard attached to the manufacturers approved anchor point on the lift.
4. Personnel must work with both feet securely on the floor of the platform. Working with feet on a rail, or working from a ladder placed in the personnel lift is prohibited.
5. All entrance gates or chains must be in their fully closed position before moving the lift.

A. Scaffolds

- ~~1. A competent person shall supervise scaffold erection, dismantling, and alteration.~~
2. Scaffolds shall be inspected prior to use and periodically thereafter.
3. Scaffolds shall be secure, rigidly braced, and plumb.
4. Scaffolds shall be equipped with required toe boards or rails.
5. Scaffold planking shall not extend over the end of bracing less than six inches or more than eighteen inches. Plank spacing shall not exceed one inch between planks.
6. Scaffolds, including components, shall be capable of supporting without failure at least four times the intended maximum load.
7. Scaffolds shall be installed in accordance with the latest requirements outlined under subpart L of 29 CFR Part 1926 - OSHA.

B. Boom-Lifts and Scissor-Lifts

CBI personnel are not to use boom-lifts or scissor-lifts without first attending a training course in their use and passing a written test attesting to a full understanding of their use, application limits and dangers.

Prior to the use of boom-lifts or scissor lifts, the corporate office must be notified.

IX. TRAINING REQUIREMENTS

A. Training Content

Training shall consist of a training video accompanied by hands on instruction on proper ladder safety. Training shall enable employees to recognize the hazards of falling and the correct procedures to follow to minimize these hazards. A competent person must train all employees who will use fall protection on:

1. Recognizing and minimizing fall hazards at the facility.
2. Uses and limitations of fall-protection systems.
3. Anchoring and tie-off techniques.
4. Estimating free-fall distance and determining deceleration distance.
5. Inspecting and storing fall-protection systems.

B. Retraining

An employee should be retrained when:

1. Raider Environmental Services, Inc. changes fall-protection systems or equipment.
2. Deficiencies are noted during safety reviews.
3. Workplace changes.
4. OSHA changes fall-protection standards.

C. Documentation

Raider Environmental Services, Inc. shall keep written certifications showing the following:

1. Who was trained, when, dates of training;
2. Signature of the person providing the training and date employer determined training was deemed adequate.



Total Compliance Network, Inc.

Drug Free Workplace Programs

DRUG FREE WORKPLACE

HANDBOOK

FOR

EMPLOYEES

OF

Raider Environmental Services, LLC

2. **Accident and Injury Procedures**

Any employee involved in a work related accident, which requires medical treatment, above and beyond first-aid, must first receive treatment. The employee must then submit to a post-accident drug screen. A post-accident alcohol test may apply. The employee must report for testing to the designated collection site within 24 hours of the accident, if the drug and/or alcohol collection is not performed following treatment. Failure to do so will be considered a refusal to test, resulting in immediate termination.

3. **Routine Fitness-for-duty**

~~This company must require an employee to submit to a drug test IF the test is conducted as part of a routinely scheduled employee fitness-for-duty medical examination that is part of this company's established policy OR that is scheduled routinely for all members of an employment classification or group. Employees subject to any routine fitness-for-duty testing will be notified in writing and be required to sign a routine fitness-for-duty consent form.~~

4. **Return to work and Follow-up drug testing**

If an employee in the course of employment voluntarily enters an employee assistance program for drug-related problems, or an alcohol/drug rehabilitation program, this company must require the employee to submit to a drug and/or alcohol test as a follow-up to such program. Follow-up testing must be conducted at least once a year for a two (2) year period after completion of the program. Advanced notice of a follow-up testing date must not be given to the employee to be tested.

5. **Random Testing**

This company may conduct random drug testing, as stated in Florida Statutes 440.102. A third-party company designated by this company will generate a computerized random list of employees who would be required to submit to a random drug screen. When an employee is chosen for a random drug screen, their name automatically returns to the pool for future random tests.

C. **Basis for Discipline or Termination**

1. **Illegal Drug Use and Alcohol Abuse**

Any employee using, selling, purchasing, possessing, soliciting or distributing illegal drugs and/or unauthorized alcoholic beverages on company property or company business will be in violation of this policy, resulting in immediate termination of employment. Any employee who has a confirmed positive drug and/or alcohol test, as determined under Florida Administration Codes 59A-24 listed below, will be subject to the company disciplinary action, as outlined in the company Employment Acknowledgment Agreement Form.

Table of Positive Drug Levels in Urine					
Drug to Be Tested For:					
Drug	Initial	Confirmation	Drug	Initial	Confirmation
Alcohol (blood)	.04 g/dL	.04 g/dL	Barbiturates	300 ng/ml	150 ng/ml
Amphetamines	1,000 ng/ml	500 ng/ml	Benzodiazepines	300 ng/ml	150 ng/ml
Cannabinoids	50 ng/ml	15 ng/ml	Methaqualone	300 ng/ml	150 ng/ml
Cocaine	300 ng/ml	150 ng/ml	Methadone	300 ng/ml	150 ng/ml
Opiates	2000 ng/ml	2000 ng/ml	Propoxyphene	300 ng/ml	150 ng/ml
Phencytidine	25 ng/ml	25 ng/ml			

Any employee who has a confirmed positive drug and/or alcohol test may forfeit eligibility for medical and indemnity benefits under Florida's Worker's Compensation Law (Florida Statutes 440.101 and 440.102) and may also forfeit unemployment benefits, under Florida law.

2. **Refusal to Test**

Any employee who refuses to submit to a required drug and/or alcohol test will be subject to immediate termination of employment. A tampered with or an adulterated drug and/or alcohol specimen, will be considered a refusal to test, resulting in termination of employment. Any employee who refuses to test, tampers with or adulterates a drug and/or alcohol specimen, will automatically forfeit eligibility for medical and indemnity benefits under Florida's Worker's Compensation Law (Florida Statutes 440.101 and 440.102) and will also forfeit unemployment benefits under Florida law.

D. **Confidentiality**

- All information, interviews, reports, statement memoranda and drug test results, written or otherwise, received by the employer through a drug testing program are confidential communications and may not be used or received in evidence, obtained in discovery, or disclosed in any public or private proceedings, except in accordance with this Rule, in determining compensability under Chapter 440.101 & 440.102 FL. Statutes.
- Employers, testing laboratories, employee assistance programs, drug and alcohol rehabilitation programs and their agents who receive or have access to information concerning drug test results shall keep all information confidential. Release of such information under any other circumstances shall be solely pursuant to a written consent form signed voluntarily by the person tested, unless such release is compelled by a hearing officer or a court of competent jurisdiction, in pursuant to an appeal taken under this section, or unless deemed appropriate by a professional licensing board in related disciplinary proceedings.

DRUG-FREE WORKPLACE COMPANY POLICY

Recognizing that substance abuse (including alcohol) is a detrimental problem facing society, this company will do the best we can to actively fight this problem. One of the ways we are addressing this problem is by implementing and maintaining a substance abuse policy to ensure the company will be a drug-free workplace.

~~We understand employees and applicants under a physician's care may be required to use prescription drugs; however, illegal use of prescribed medications is also substance abuse and will be dealt with in the same manner as the abuse of illegal substances. The ultimate goal of this policy is to balance our respect for individual privacy with our need to keep a safe, productive, drug-free environment. We encourage those who abuse drugs and/or alcohol to voluntarily seek help. This policy contains an employee assistance resource file which allows employees and their families to find help in dealing with alcohol or drug abuse. However, it is the employee's responsibility to seek help before drug and alcohol problems lead to disciplinary action.~~

Legal Drug: Includes prescribed drugs and over-the-counter medications which have been legally obtained and are being used solely for the purpose for which they were prescribed or manufactured.

Illegal Drug: Any drug: (a) which is not legally obtainable; (b) which may be legally obtainable but has not been legally obtained; or (c) which is being used in a manner or for a purpose other than as prescribed.

This company's Standard of Conduct requires that employees of this company shall not use illegal drugs or abuse alcohol or prescription medications. Any employee determined to be in violation of this policy is subject to disciplinary action, even for the first offense. In order to maintain this standard, this company shall establish and maintain the program and rules set forth below, under Florida statutes 440.101 and 440.102.

A. Post-Offer Job Applicant Screening

This company will conduct post-offer drug tests designed to prevent the hiring of individuals who use illegal drugs or abuse prescription medications. If a job applicant refuses to submit to the required drug test, tampers with or adulterates a drug test specimen or has a confirmed positive drug test result, he/she forfeits his/her eligibility for employment.

B. Current Employee Screening

This company will conduct drug and/or alcohol screens, as outlined in this policy, to identify employees who use illegal drugs or abuse alcohol, etc., either on or off the job. It shall be a condition of continued employment that all employees submit to a drug and/or alcohol screen in accordance with the provisions listed below. This company may suspend employees without pay, under this policy, pending the results of a drug and/or alcohol test or investigation.

1. Reasonable Suspicion Testing

"Reasonable suspicion testing" means drug and/or alcohol testing based on an employer's belief that an employee is using or has used drugs in violation of the employer's policy, drawn from specific visual or verbal facts that would lead a reasonable person, without any medical training but normal life experiences, to conclude the possibility of drug and/or alcohol use.

Whenever possible, the supervisor who is suspicious of an employee's behavior should have the suspicious behavior confirmed by another supervisor or manager before requiring the employee to be tested. Employees who refuse to be tested will be terminated.

If there is reasonable suspicion that an employee is under the influence of drugs and/or alcohol, the employee will be required to undergo drug and/or alcohol testing at a laboratory chosen by the company.

Occurrences that may be indicators of substance abuse and are considered grounds for reasonable suspicion are:

- a. Observable phenomena while at work, such as direct observation of drug use or of the physical symptoms or manifestations of being under the influence of a drug.
- b. Abnormal conduct or erratic behavior while at work or a significant deterioration in work performance.
- c. A report of drug use, provided by a reliable and credible source.
- d. Evidence that an individual has tampered with a drug test during his employment with the current employer.
- e. Information that an employee has caused, contributed to, or been involved in an accident while at work.
- f. Evidence that an employee has used, possessed, sold, solicited, or transferred drugs while working or while on the employer's premises or while operating the employer's vehicle, machinery, or equipment.

If an employee is arrested for or convicted of a drug-related crime, this company will investigate all of the circumstances, and company officials may utilize the drug-testing procedure if cause is established by the investigation. An arrest for a drug-related crime constitutes reasonable suspicion of drug use under this policy. As a condition of employment, an employee must notify the company's manager of Human Resources of any criminal drug statute arrest or conviction within five (5) days of such arrest or conviction.

The consent form must contain, at the minimum, the following:

- a. The name of the person authorized to obtain the information.
 - b. The signature of the person authorizing release.
 - c. The purpose of the disclosure.
 - d. The duration of the consent.
 - e. The precise information to be disclosed.
3. Information on drug test results shall not be released or used in any criminal proceeding against the employee or job applicant. Information released contrary to this section shall be inadmissible as evidence in any such criminal proceeding.
4. Nothing herein shall be construed to prohibit the employer, agent of the employer, or laboratory conducting a drug test from having access to employee drug test information when consulting with legal counsel in connection with actions brought under or related to this section or when the information is relevant to the company or its agent's defense in a civil or administrative matter.

E. Prescription and Non-Prescription Medications

This company will provide a standard form for the employee to confidentially report the use of prescription or non-prescription medications to the Medical Review Officer both prior to and after the drug or alcohol test. No prescription drug shall be brought upon the premises by any person other than the person for whom the drug is prescribed by a licensed medical practitioner, and shall be used only in the manner so prescribed. Employees must keep all such prescription medicines in the original container which identifies the date of the prescription and the prescribing physician. Employees should report the use of any prescribed medication which may alter the employee's physical or mental ability, prior to commencing work. This company retains the right to change the employee's job assignment during the term of treatment.

F. Drugs To Be Tested For: Common and Chemical Name

Over-the-counter and prescription drugs which could alter or affect the outcome of a drug test:

ALCOHOL: (booze, drink, beer, liquor, wine, moonshine) All liquid medications containing ethyl alcohol (ethanol). Please read the label for alcohol content. As an example, Vick's Nyquil is 10% (20 proof) ethyl alcohol, Comtrex is 20% (40 proof) and Listerine is 26.9% (54 proof).

AMPHETAMINES: (bennies, black beauties, crystal, speed, uppers, crank) Obetrol, Biphentamine, Desoxyn, Dexedrine, Dorex.

CANNABINOIDS: (marijuana, hashish, maryjane, grass, reefer, pot, dope, etc.) Marinol (Dronabinol, TEC).

COCAINE: (coke, crack, blow, nose candy, toot, snow) Cocaine HCl topical solution (Roxanne)

PHENCYCLIDINE: (PCP, angel dust) Not legal by prescription.

METHAQUALONE: (ludes, quahuds, opimil, parest) Not legal by prescription.

OPIATES: (heroin, horse, smack, powder) Paregoric, Prepectolin, Donnagel PG, Morphine, Tylenol with Codeine, Empirin with Codeine, APAP with Codeine, Aspirin with Codeine, Robitussin AC, Guitass AC, Novahistine DM, Novahistine Expectorant, Dilaudid (Hydromorphone), M-S Contin and Roxanol (morphine and sulfate), Percodan, Vicodin, etc.

BARBITURATES: (barbs, rainbows, downers, golfballs, reds, blues) Penobarbital, Tuinal, Amytal, Nembutal, Seconal, Lotusate, Fiorinal, Fioricet, Esgic, Bufoisol, Mebaral, Butabarbital, Butabital, Phrenilin, Triad, etc.

BENZODIAZEPINES: Ativan, Azene, Clonopin, Dalmane, Diazepam, Librium, Xanax, Serax, Tranxene, Valium, Vertran, Halcion, Paxipam, Restaril, Centrax.

METHADONE: Dolphine, Methadose

PROPOXYPHENE: Darvocet, Darvon N, Dolene, etc.

This company will test for the minimum of drugs which is described as a five (5) panel test (amphetamines, opiates, cocaine, pcp, cannabinoids), but is allowed to test up to all 10 drugs and alcohol, as listed above.

G. Challenge to Test Results

1. A requirement of a drug-free workplace program is that within five working days after receiving notice of positive, confirmed test result, the employee must be allowed to submit information to the Medical Review Officer explaining or contesting the test results. If the employee's explanation or challenge of the positive test result is unsatisfactory to the employer, the employee must be notified within fifteen days that the explanation is unsatisfactory and be given a copy of the positive test results. All documentation shall be kept confidential by the employer and shall be retained by the employer for at least one year.
2. An employee or job applicant may undertake an administrative challenge by filing a claim for benefits with a Judge or Compensation Claims pursuant to Chapter 440 F.S., or if no workplace injury has occurred, the person must challenge the test result in a court of competent jurisdiction.

H. Employee's Responsibility

When an employee undertakes a challenge, it shall be the employee's responsibility to notify the Medical Review Officer and the sample shall be retained by the laboratory until the case is settled.

I. Laboratory Assistance

The Medical Review Officer, designated by this company, shall provide clinical/technical assistance to the employee for the purpose of interpreting positive, confirmed test results which could have been caused by prescription or non-prescription medication taken by the employee. Additionally, employees and job applicants have the right to consult

the laboratory for technical information regarding prescription or non-prescription medication.

J. Employee Protection

1. Upon implementation of a drug-free workplace program, the employer shall detail in writing, within seven (7) days after testing an employee who had exhibited suspicious behavior, the circumstances leading to a determination of reasonable suspicion of drug and/or alcohol abuse to warrant the testing. A copy of this documentation shall be given to the employee upon request and the original documentation shall be kept and retained confidentially by the employer for at least one (1) year.
2. During the 180-day period after written notification of a positive test result, the employee or job applicant who has provided the specimen shall be permitted by the employer to have a portion of the specimen re-tested at the employee's expense. Such re-testing shall be done at another AHCA licensed or NIDA approved laboratory chosen by the employee or job applicant. The second laboratory must test for equal or greater sensitivity for the drug in question. The first laboratory is responsible for the transfer of the portion of the sample to be re-tested, and for the integrity of the chain-of-custody during the transfer.
3. The testing laboratory may not disclose any information concerning the health or mental condition of the tested employee.
4. This company may not request or receive from any testing facility any information concerning the personal health, habits, or condition of the employee or job applicant, including the presence or absence of HIV antibodies in that person's body fluids.
5. This company may not discharge, discipline, refuse to hire, discriminate against, or request or require rehabilitation of an employee or job applicant on the sole basis of a positive test result that has not been verified by a confirmation test. All initial positive results are automatically subject to a GC/MS confirmation test before any results are reported to the Medical Review Officer.
6. This company may not discharge, discipline or discriminate against an employee solely on the employee's voluntary seeking of treatment while employed by the company for a drug-related incident, if the employee has not previously tested positive for the drug, entered an employee assistance program for drug-related problems, or entered an alcohol and drug rehabilitation program.

K. Investigation

To ensure that illegal drugs and alcohol do not enter or affect the workplace, this company reserves the right to search all vehicles, containers, lockers, or other items on this company's property in furtherance of this policy. Individuals may be requested to display personal property for visual inspection upon this company's request. Searches will be conducted only where this company has reason to believe that the employee has violated this company's substance abuse policy. Failure to consent to a search or display personal property for visual inspection will be grounds for discharge or denial of access to this company's premises. Searches of an employee's personal property will take place only in the employee's presence. All searches under this policy will occur with the utmost discretion and consideration for the employee involved. Individuals may be required to empty their pockets, but under no circumstances will an employee be required to remove articles of clothing or be physically searched. Because the primary concern is the safety of its employees and their working environment, this company will not normally prosecute the employee in matters involving illegal substances. However, this company will turn over all confiscated drugs to the proper law enforcement authorities. Further, this company reserves the right to cooperate with or enlist the services of proper law enforcement authorities in the course of any investigation.

L. Collective Bargaining Rights

This policy does not eliminate the bargaining rights of any employee covered under any collective bargaining agreement between this company and any certified labor organization as provided in the collective bargaining process, if applicable.

M. AHCA (Agency for Health Care Administration) Certified Testing Laboratories and MRO

This company uses only AHCA certified testing laboratories and AAMRO Certified Medical Review Officers. For information concerning laboratories and medical review officer services please contact Total Compliance Network/South Atlantic Testing Services * (954) 341-2525 * 3300 University Drive, Suite 903, Coral Springs, FL 33065

N. Employer Protection

This policy supercedes any information provided to applicants and/or employees, either written or oral. This company reserves the right to change provisions of this policy and testing program at any time in the future.

O. Drug Referral Services and Support Groups

Nationwide:

1. Alcohol Hot-line: 1-800-ALCOHOL, 24 hour referral line for information on programs designed for alcoholics.
2. Cocaine Hot-line: 1-800-COCAINE, 24 hour referral line for information on programs designed for cocaine abuse.
3. National Drug & Alcohol Treatment and Referral Hot-line: 1-800-662-4357; Confidential information on treatment, self-help, and support programs for drug users.

THE MOST ABUSED SUBSTANCES AND THEIR EFFECTS ARE:

ALCOHOL - Alcohol is legal, socially acceptable and inexpensive substance to use. Because it is accepted part of many occasions, it's hard to recognize when you cross the invisible line from social drinking and abusive drinking.

The following check list may help you determine if you have a drinking problem. Do You:

*lose time from work due to drinking? *want to drink in the morning? *have trouble sleeping? *drink to feel more confident or outgoing? *feel easily frustrated? *find you are overanxious or oversensitive? *blame others for your problems? *drink alone? *let family or job responsibilities slide? *forget what happened when you're drinking? *find you have lost weight? *find your mind is not working quickly *have violent mood swings.

If you drink regularly, answering "yes" to any of these questions could indicate that you have a drinking problem. Admitting that you have a problem is the first step. The best place to start solving it is by contacting Alcoholics Anonymous. An AA group is as close as your phone book. Alcohol is a central nervous system depressant and is the most widely abused drug. About half of all auto accidents fatalities in this country are related to alcohol abuse.

Fact: A 12-ounce can of beer, a 5-ounce glass of wine and a 1-1/2 ounce shot of hard liquor all contain about the same amount of alcohol. Coffee, cold showers and exercise do not quicken sobriety. Each one-half ounce of alcohol takes the average body about one hour to process. Alcohol first acts on those parts of the brain that affect self-control and other learned behaviors. Low self-control often leads to the aggressive behavior associated with some people who drink. In large doses, alcohol can dull sensation and impair muscular coordination, memory and judgment. Taken in larger quantities over a long period of time alcohol damages the liver and heart and can cause permanent brain damage. On the average, heavy drinkers shorten their life span by about ten years. Other Effects:

*greatly impaired driving ability *reduced coordination and reflex action *impaired vision and judgment *inability to divide attention *lowering inhibitions *overindulgence (hangover) can cause: headaches, nausea, dehydration, unclear thinking, unsettled digestion and/or aching muscles.

MARIJUANA - Marijuana is also known as "grass", "pot", "weed", "Mary Jane", "herb", "a joint" and "a roach", among the other street names.

Fact: While alcohol dissipates in a matter of hours, marijuana stays in the body for 28 days. Marijuana alters sense of time and reduces the ability to perform tasks requiring concentration, swift reactions and coordination. The drug has a significant effect on judgment, caution, and sensory/motor abilities. Other Effects:

*increased pulse rate and blood pressure *rapidly changing emotions and erratic behavior *altered sense of identity *impaired memory *dulling of attention *hallucinations, fantasies and paranoia *reduction or temporary loss of fertility

COCAINE - is a stimulant drug, which increases heart rate and blood pressure. As a powder, Cocaine is inhaled (snorted), ingested, or injected. It is known as "coke", "snow", "nose candy" and "lady". Cocaine is also used in a free-base form known as "crack" or "the rock" which is smoked. It acquired its name from the popping sound heard when it is heated. Fact: Many people think that because crack is smoked, it is "safer" than other forms of cocaine use. It is not. Crack cocaine is one of the most addictive substances known today. The crack "high" is reached in 4-6 seconds and last about 15 minutes. The most dangerous effects of crack is that it can cause vomiting, rapid heartbeat, tremors and convulsive movements. All of this muscle activity increases the demand for oxygen, which can result in a cocaine-included heart attack. Since the heart regulating center in the brain is also disrupted, dangerously high body temperatures can occur. With high doses, brain functioning, breathing and heartbeat are depressed- leading to death. Other Effects:

*impaired driving ability * anxiety *reduced sense of humor *accelerated pulse, blood pressure and respiration mood swings* heightened, but momentary, feeling of confidence, strength and endurance *paranoia, which can trigger mental disorders in users prone to mental instability *repeated sniffing/snorting results in irritation of the nostrils and nasal membrane *compulsive behavior such as teeth grinding or repeated hand washing

AMPHETAMINES - are drugs that stimulate the central nervous system and promote a feeling of alertness and an increase in speech and general activity. Some common street names for amphetamines are "speed", "uppers", "black beauties", "bennies", "wake ups", "football" and "dexies".

Fact: People with a history of sustained low-dose use quite often become dependent and believe they need the drug to get by. These users frequently keep taking amphetamines to avoid the down mood they experience when the high wears off. Even small, infrequent doses can produce toxic effects in some people. Restlessness, anxiety, mood swings, panic, heartbeat disturbances, paranoid thoughts, hallucinations, convulsions and coma have been reported. Other Effects:

*loss of appetite *irritability, anxiety, apprehension *increased heart rate and blood pressure *difficulty in focusing eyes *exaggerated reflexes *distorted thinking *perspiration, headaches and dizziness *short term insomnia

OPIATES - Opiates, including heroin, morphine, and codeine, are narcotics used to relieve pain and induce sleep. Common street names are "horse", "hard stuff", "M", "brown sugar", "Harry" and "Mr. H".

Fact: Heroin, also called "junk", or "smack", accounts for 90% of the narcotic abuse in this country. Sometimes narcotics found in medicines are abused. This includes pain relievers containing opium and cough syrups containing codeine. Heroin is illegal, and cannot even be obtained with a physician's prescription. Most medical problems are caused by the uncertain

dosage level, use of unsterile needles, contamination of the drug, or combination of a narcotic with other drugs. These dangers depend on the specific drug, its source and the way it is used. Other Effects:

*reduced vision, impaired driving ability *change in sleeping habits, drowsiness followed by sleep *constipation, decreased physical ability *short-lived state of euphoria, possible death

PHENCYCLIDINE (PCP) - also called "angel dust", "rocket fuel", "super kools" and "killer weed" was developed as a surgical anesthetic in late 1950's. Later due to its unusual side effects in humans, it was restricted to use as a veterinary anesthetic and tranquilizer.

Fact: PCP is a very dangerous drug. It can produce violent and bizarre behavior even in people not otherwise prone to such behavior. More people die from accidents caused by erratic and unpredictable behavior produced by the drug than from the drug's direct effect on the body. PCP scrambles the brain's internal stimuli and alters how users see and deal with their environment. Routine activities like driving and walking become very difficult. Low doses of PCP produce a rush, sometimes associated with a feeling of numbness. Increased doses produce an excited, confused state including any of the following: muscle rigidity, loss of concentration and memory; visual disturbances, delirium, feelings of isolation and convulsions. Other Effects:

*impaired driving ability *drowsiness *thick, slurred speech *blank stare *involuntary eye movement *perspiration
*repetitive speech patterns *incomplete verbal responses

COMBINATIONS OF DRUGS - The number of drug variations that can be made, mixed and distributed is almost unlimited. Combining drugs makes physical and mental effects unpredictable and often much more severe than if the same drugs were taken separately. Combining alcohol with depressants, cocaine, marijuana, etc. can be especially dangerous.

As long as there is a demand for drugs and alcohol there will be a supply, in ever-changing variations. The solution is preventing the demand for drugs and alcohol.



Training

All personnel acting on behalf of RES undergo a comprehensive training program, including:

1. OSHA 29 CFR 1910.120 (40 hour course), consisting of the following:

1. Safety training; including first aid and procedures for notification in case of an accident, procedures in the usage and maintenance of personal protective gear; including the fit test of an assigned respirator and proper methods of handling hazardous materials.
2. Fire extinguishing procedures
3. Portable radio communication procedures
4. Hose connections and maintenance procedures.
5. Site safety procedures; including policy on health and safety, tail gate safety meetings and communication requirements.
6. Vehicle maintenance procedures and records.
7. Federal and State transportation requirements.
8. Hazardous waste management regulations; including manifesting products and chain of custody requirements.
9. Emergency response and spill containment procedures.

2. Personnel (29 CFR 1910.120)(c)(3)

Minimum of four (4) hours for job duties with low magnitude of risk.

For a high magnitude of risk forty (40) hours of initial training and three (3) days if supervised field experience under the direct supervision of a trained and experienced supervisor.

For a limited task or fully characterized area worker, twenty-four (24) hours of initial instruction and the minimum of one (1) day actual field experience under the direct supervision of a trained and experienced supervisor. Annual eight (8) hours of refresher training.

3. Management and Supervisors (29 CFR 1910.120(e)(4))

~~Forty (40) hours of initial training, three (3) days of supervised field experience and~~
at least eight (87) additional hours of specialized training at the time of job assignment on such topics as, but not limited to the employer's safety and health program and the associated employee training program.

4. Refresher Training

Personnel specified in ©(1) and ©(4) above shall receive eight (8) hours of refresher training annually and any critiques of incidents that have occurred in the past year that can serve as training examples of related work and other relevant topics.

5. Equivalent Training (29 CFR 1910.120(e)(9))

Employers who can show by documentation or certification that an employee's work experience and/or training has resulted in training equivalent to the training required in 1 & 2 above, shall not be required to prove initial training requirements. Employer shall provide a copy of the certification or documentation to the employee upon request.

Personnel also receive periodic familiarization training on the plan and training commensurate with their responsibilities to prepare them in carrying out their job responsibilities in a prompt and efficient fashion.

All training records are located at Raider Environmental Services Office located at 4103 North West 132nd Street in Opa-Locka, Florida 33054. All records are maintained for a minimum of 3 years.



ENVIRONMENTAL SERVICES

Corporate Health and Safety Manual
Table of Contents

Section	Title
1	Hazard Communication
2	Discipline Program
3	First Aid/CPR Program
4	Bloodborne Pathogens Exposure Control Program
5	Fire Protection Program
6	Medical Surveillance Program
7	Respiratory Protection Program
8	Hearing Conservation Program
9	Benzene Management Program
10	Hydrogen Sulfide (H ₂ S) Program
11	Personal Protective Equipment
12	Confined Space Entry Program
13	Electrical Safety Program
14	Control of Hazardous Energy Program (Lock Out/ Tag Out)
15	Fall Protection



Hazard Communication Program

TABLE OF CONTENTS

	Page
SECTION I – PURPOSE	1
SECTION II – SCOPE	1
SECTION III – RESPONSIBILITIES	1
A. Management.....	1
B. Employees	2
SECTION IV – DEFINITIONS.....	2
SECTION V – HAZARD DETERMINATION	3
SECTION VI – FACILITY CHEMICAL LIST	3
SECTION VII – MATERIAL SAFETY DATA SHEETS (MSDS).....	4
SECTION VIII – LABELS AND OTHER FORMS OF WARNING.....	5
A. Purchased Chemicals	6
B. In-Plant Container	6
C. Transferring Material From One Container To Another.....	6
SECTION IX – EMPLOYEE INFORMATION TRAINING	6
A. Employee Information and Training Requirements.....	6
B. Hazards of Non-Routine Tasks	7
C. Hazards of Chemicals in Unlabeled Piping Systems	7
SECTION X – CONTRACTOR NOTIFICATION	7
SECTION XI – RECORDKEEPING	8
APPENDIX A – CHEMICALS COVERED BY THE HAZCOM STANDARD	9
APPENDIX B – LABELING	18
APPENDIX C – MEASURES EMPLOYEES TAKE TO PROTECT THEMSELVES	21
APPENDIX D – FACILITY CHEMICAL LIST	24

Hazard Communication Program

I. PURPOSE

The purpose of a hazard communication program is to ensure that the hazards of all chemicals produced or used at Raider Environmental Services, Incorporated Facilities are evaluated and that information concerning those hazards is transmitted employees and contractors. Through written information (Material Safety Data Sheets), labeling of containers, and training sessions, the employee/contractor will be informed of:

1. Chemical hazards and properties;
2. Locations of these chemicals; and
3. Personal protective procedures and other precautions pertaining to employee safety.

This information, when used appropriately, meets or exceeds OSHA regulatory requirements in CFR 1910.1200 – Hazard Communication and the guidelines established in the Hazard Communication Policy.

II. SCOPE

This program applies to all chemicals known to be present in the work place in such a manner that exposure may occur under normal conditions of use or in the event of a foreseeable emergency. This Hazard Communication Program is applicable to all Raider Environmental Services, Incorporated Facilities.

III. RESPONSIBILITIES

A. Management will provide:

1. Give all employees and new hires (at their initial assignment) effective information and training on hazardous chemicals in their work area.
2. Location of written hazard communication program, listing of hazardous chemicals present and Material Safety Data Sheets (MSDS).
3. Methods and observations that may be used to detect the presence or release of hazardous chemicals by use of monitoring devices, visual appearance or odor.
4. The physical and health hazards of chemicals in the work area.
5. Protection measures to be utilized to prevent exposure, appropriate work practices, emergency procedures and proper PPE to be used.

-
6. Details of the hazard communication program, explanation of the labeling system and the MSDS and how employees can obtain and use the appropriate hazard information.
-

B. Employees will:

1. Understand the Hazard Communication Program.
2. Assist in obtaining Material Safety Data Sheets when bringing new chemicals into Raider Environmental Services, Incorporated.
3. Assist in proper labeling of containers and ensure that labels are not removed or defaced.

IV. DEFINITIONS

Chemical – means any element, chemical compound or mixture of elements.

Chemical Manufacturer – means an employer with a workplace where chemical(s) are produced for the use or distribution.

Chemical Name – means the scientific designation of a chemical or a name which will clearly identify the chemical for the purpose of conducting a hazard evaluation.

Common Name – means any designation or identification such as a code name, code number, trade name, brand name or generic name used to identify a chemical other than by its chemical name.

Container – means any bag, barrel, bottle, box, can, cylinder, drum, reaction vessel, storage tank or the like that contains a hazardous chemical.

Employee – means a worker who may be exposed to hazardous chemicals under normal operating conditions or in foreseeable emergencies.

Employers – means a person engaged in a business where chemicals are either used, distributed, or are produced for use or distribution, including a contractor or subcontractor.

Exposure or Exposed – means that an employee is subjected in the course of employment to a chemical that is a physical or health hazard, and includes potential exposure.

Hazardous Chemical – means any chemical which is a physical hazard or health hazard.

Hazard Warning – means any words, pictures, symbols, or combination thereof appearing on a label or other appropriate form of warning which convey the specific physical and health hazards.

Health Hazard – Includes chemicals which are carcinogens, toxic, irritants, corrosives, sensitizers, or agents which can damage the lungs, skin, eyes, or mucous membranes.

Label – means any written, printed, or graphic material displayed on or affixed to containers or hazardous chemicals.

Material Safety Data Sheets – means written or printed material concerning a hazardous chemical containing the Chemical Name, physical and chemical characteristics, chemical manufacturer, health hazards, etc.

Physical Hazard – means a chemical for which there is scientifically valid evidence that it is a combustible liquid, compressed gas, explosive, flammable, organic peroxide, an oxidizer, unstable or water-reactive.

Responsible party – means someone who can provide additional information on the hazardous chemical and appropriate emergency procedures.

Specific chemical identity – means the chemical name, Chemical Abstracts Service (CAS) registry number, or any other information that reveals the precise chemical designation of the substance.

Work Place – means an establishment, job site, or project, at one geographical location containing one or more work areas.

V. HAZARD DETERMINATION

Raider Environmental Services, Incorporated will rely on the hazard determination performed by the manufacturer or distributor for products purchased for use, including products brought in by contractors.

A material safety data sheet (MSDS) will be generated by Raider Environmental Services, Incorporated's Hazardous Waste Manager for products produced by Raider Environmental Services, Incorporated.

VI. FACILITY CHEMICAL LIST

An up-to-date list (Appendix D) of all chemicals known to be present in the work place shall be maintained at each Facility and kept with this program. Identities used on the Facility chemical list, container labels, and Material Safety Data Sheets shall be consistent and able to be cross-referenced to each other.

The Facility Chemical List will be maintained by each Facility Manager and a copy with the Safety Manager. Any new chemical product will be added to the list at the time of initial purchase or delivery by or to the warehouse. Since all employees interact within all Raider Environmental Services, Incorporated Facilities, all chemicals used by Raider Environmental Services, Incorporated are grouped together. The chemical list will be reviewed on an annual basis in order to delete any chemical product no longer in use. After the chemical list is updated, the previous list will be dated and forwarded to the Safety Manager to be filed for 30 years.

VII. MATERIAL SAFETY DATA SHEETS (MSDS)

It is Raider Environmental Services, Incorporated's policy to obtain and maintain Material Safety Data Sheets (MSDS) for all hazardous chemicals. Responsibility for obtaining and maintaining Facility MSDS's is assigned to each Facility Manager and the Safety Manager.

Before a new product is used, sufficient time will be allowed to obtain the MSDS for the product so that employees will have access to information on the hazards and recommended protective measures to be used when working with the product.

The Plant Manager will distribute copies of the MSDS's. Copies of these MSDS's will be placed in the Facility's hazard communication reference manual. The manual is located as follows: (insert location).

1. Plantation Facility
 - a. Locker Room
 - b. General Manager's Office
2. Opa-Locka Facility
 - a. Laboratory
 - b. Plant Manager's Office
 - c. General Manager's Office

The manual is easily available to employees so that they will have immediate access to information regarding the chemicals they work with.

At the time the location's chemical inventory is updated, the MSDS file will be reviewed to insure that all MSDS's correspond to the chemical inventory list and MSDS's of obsolete chemicals will be removed. A separate file of MSDS's for obsolete chemicals will be maintained by the Safety Manager.

VIII. LABELS AND OTHER FORMS OF WARNING

Labels may be any written, printed, or graphic materials displayed on or affixed to containers of hazardous chemicals, with the exceptions listed below for in-plant containers. Warning labels are used to provide information regarding the physical and health hazards of chemicals in containers. All in-plant labels will contain both 1) an identity (product name) and 2) appropriate hazard warning(s).

Containers include any: bag, barrel, box, can, cylinder, drum or storage tank which contains a chemical. Pipes and piping systems are not included.

A. Purchased Chemicals

It is the policy of Raider Environmental Services, Incorporated to require that all purchased chemicals have proper labeling affixed by the supplier. Those labels must be consistent with information on the Material Safety Data Sheet. Any purchased chemical not having a proper label will not be accepted into the Facility. The Facility Manager is responsible for verifying that labels on incoming products meet this requirement.

B. In-Plant Container

All bulk containers shall have a sign affixed with the chemical name as it appears on the MSDS and appropriate hazard warnings.

C. Transferring Material From One Container To Another

All chemicals received should remain in the labeled containers supplied by the manufacturer. If it does become necessary to transfer a material from one container to another, proper labeling (Hazardous Materials Identification System Label) for identity and hazard warnings must be affixed to the new container. This requirement applies to any size transfer container.

IX. EMPLOYEE INFORMATION AND TRAINING

Employees who may be exposed to chemical products in the course of their routine responsibilities or in a foreseeable emergency shall be provided with information and training about these potential hazards. Such information and training shall be provided at the time of initial assignment and whenever a new hazard is introduced into the employees' work area. New and transferred employees will receive their Hazard Communication Training as part of their safety orientation. Supervisors shall be responsible for the training of employees in the requirements of this program.

A. Employee Information and Training Requirements include:

1. Requirements of OSHA Hazard Communications Standard regarding information and training of employees.
2. Specific work areas and operations where chemicals may be encountered.
3. Location of the Hazard Communication Program, chemical inventory and MSDS's.
4. Methods and observations that may be used to detect the presence or release of a hazardous chemical.
5. The physical and health hazards associated with chemicals in employee work places.
6. Actions necessary for employees to protect themselves from these hazards, including the use of personal protective equipment, specified work practices and procedures and emergency procedures.
7. The details of the Hazard Communication Program, including an explanation of the labeling requirements, MSDS's, and how the employee may obtain and use the information provided.

Note: If an employee is unable to understand English, then this material will be translated into their speaking language so they can understand the material.

B. Hazards of Non-Routine Tasks

Employees shall be informed of chemical hazards associated with non-routine tasks (e.g., equipment maintenance, construction or renovation, spill cleanup, vessel entry, etc.). Pre-task safety meetings will be conducted with the express purpose of informing employees of actual and potential hazards, protective measures required, and the required operating procedures associated with the task. In addition, employees shall be reminded of the location of Material Safety Data Sheets and other pertinent hazard communication information.

These sessions will be conducted as often as deemed necessary, dependent upon the task, but no less than once prior to the task. Prior to engaging in ANY non-routine task where hazardous chemicals may be present, employees should contact their supervisors for any special instructions.

C. Hazards of Chemicals in Unlabeled Piping Systems

Employees will be informed of the hazards associated with chemicals in unlabeled piping systems during their required training sessions. Supervisors shall make sure the employees are informed of the hazards associated with any indoor natural gas,

oil, cooling water, and caustic piping. These chemicals shall be on the inventory list and the appropriate MSDS's shall be on file.

X. CONTRACTOR NOTIFICATION

For contract workers who may be exposed to hazardous chemicals at company locations, the supervisor shall:

- A. Provide the contractor the MSDS for each hazardous chemical the contract workers may be exposed to while working;
- B. Inform the contractor of any precautionary measures that need to be taken to protect employees during normal operations and in foreseeable emergencies from exposure or potential exposure to hazardous chemicals used in the workplace; and
- C. Inform the contractor of any special labeling provisions in the workplace.

It is the contractors' responsibility to train their own workers.

In addition, the contractor is required to inform the location supervisor of any hazardous chemicals that will be brought on site and that Raider Environmental Services, Incorporated personnel could be exposed to. The contractor must also provide the Supervisor with the same three items of information above. The Supervisor shall review this information and determine if the chemicals present a new hazard and whether Raider Environmental Services, Incorporated employees need to be trained. The supervisor shall make sure that all contractors MSDS's are available for employee review.

XI. RECORDKEEPING

- A. All training will be documented by the individual conducting the training.
- B. Each time the facility chemical list is updated, a copy of the outdated list will be retained by the location.
- C. MSDS's of materials no longer used at the facility will be maintained in a separate file.
 - 1. The Safety Manager is responsible for maintaining the above records. All records will be kept for 30 years.

Appendix A
Chemicals Covered by the Hazard
Communication Standard

Chemicals Covered by the Hazard Communication Standard

I. INTRODUCTION

The Hazard Communication Standard covers both actual and potential exposure to hazardous chemicals. This concern with exposure involves not only duration, but also the type of chemical. The chemicals used by Raider Environmental Services, Incorporated were classified into two types: plant/field, and consumer product chemicals.

Plant/field chemicals are those hazardous chemicals that are not normally purchased for personal, family, or household purposes. All chemicals purchased in bulk quantities are considered plant/warehouse chemicals.

Consumer product chemicals are those chemicals produced or distributed for sale to a consumer for normal household use.

Employees must be trained in the use and/or cleanup of all plant hazardous chemicals they encounter in the workplace. The requirements for consumer chemicals, however, are somewhat different. Employees do not need to be trained in the hazards of consumer products if use of the product meets both of the following criteria:

The product is used in the workplace in the same manner as normal consumer use; and

The use results in a duration and frequency of exposure not greater than exposures experienced by consumers.

II. OVERVIEW OF CHEMICAL HAZARDS

This part of the manual gives background information on general health and physical hazards of chemicals. It is presented in a question and answer format.

A. What is a "hazardous chemical?"

A "hazardous chemical" is any chemical, which is a physical hazard or a health hazard. The Hazard Communication Standard applies only to "hazardous chemicals."

B. What is a physical hazard?

A chemical is a physical hazard if it is a combustible liquid, a compressed gas, explosive, flammable, an organic peroxide, an oxidizer, pyrophoric (able to ignite spontaneously in air at 130° or below), unstable (reactive), or water reactive.

C. What is a health hazard?

Chemicals are considered to be hazards when they cause either short-term or long-term disease or injury in humans. These hazards can occur in different forms. They can be liquids, such as benzene; solids, such as heavy metals (mercury, lead); gases, such as hydrogen sulfide; or dusts, such as asbestos. The injuries and illnesses caused by exposure to hazardous chemicals; include dizziness, nausea, skin rashes, damage to the lungs, skin, eyes or mucous membranes, liver disease, and cancer.

While it is relatively easy to determine the cause of an injury on the job, the exact cause of an illness or disease acquired or aggravated from use or exposure to chemicals may be difficult to identify. The reasons for this difficulty are:

1. The chemical causing the disease may not be seen or smelled;
2. The symptoms of the disease may be mistaken for a common illness or for nothing at all. Some changes in the body are generally indicated by the occurrence of symptoms, such as shortness of breath, that are non-measurable subjective feelings. Nausea, headaches, and dizziness can be symptoms of work-related exposure, but it is easy to confuse these symptoms with illness;
3. Diseases or their symptoms may not appear until many years after an exposure to a hazardous chemical; and
4. A combination of chemicals may cause disease or illness.

D. Why is it important to know about health hazards?

Because disease and illness can be caused by exposure to health hazards, all employees should be knowledgeable about how they affect health, and what measures can be taken to prevent illness. Whether or not an exposure to a hazard will have harmful effects depends on any one or a combination of the following factors:

1. **Chemical makeup** – Certain chemicals are inherently more hazardous than others because of their chemical ingredients or structure.
2. **Type of contact** – A hazardous chemical can enter the body in different ways: through the skin, through the eyes, breathing into the lungs, or by swallowing (ingestion). Most ingestion occurs if employees forget to wash before eating or if food and/or cigarettes are stored in a hazardous chemical area. The way a chemical enters the body is called a *route of entry*. Each route of entry may cause a different type of effect.

3. **Amount** – The amount of exposure to a hazardous chemical is directly proportional to its harmful effect.

4. **Length of exposure** – The exposure time for a hazardous chemical is another factor that contributes to its effect.

5. **Dose** – A "dose" is the amount of chemical taken in by the body. The dose depends on the amount and length of time of the exposure. A threshold limit value, or TLV, is the exposure limit or "dose" that a worker can be exposed to over an eight hour period without adverse effects. It is usually measured in parts per million (ppm). Chemicals with high TLV's, such as freon (TLV = 1,000 ppm), are not very toxic. Chemicals with low TLV's, such as ozone (TLV = 0.1 ppm), are very dangerous in small amounts. TLVs are recommended limits. Permissible exposure limits (PEL's) are occupational exposure limits and are enforceable through regulation.

6. **Chemical mixtures** – Two or more chemicals can react and produce an effect greater than the effect of each chemical individually. The effects produced may have properties different from those of the original chemicals and may be more hazardous. This increased chemical effect is called synergism.

7. **Chemical reactions** – Two or more chemicals can react with each other to produce a more toxic chemical than the individual chemicals.

8. **Personal susceptibility** – Some individuals have personal habits or physical or genetic characteristics that cause them to be subject to increased risk of injury from hazardous chemicals. These personal factors can include diet, smoking, previous exposure or allergy to a particular chemical, and pregnancy.

E. What harm will exposure to health hazards cause?

The amount of harm a health hazard will cause depends on the eight factors listed in number 4. A single brief exposure to a small amount of a hazardous chemical may cause acute (short-term) effects. Often acute effects are immediate, reversible, and disappear soon after the exposure stops.

Sometimes, repeated contact with a substance over a period of time will lead to chronic (long-term) effects. Long-term effects are caused either through accumulation or nonreversible damage.

The standard provides that employee training can be either chemical- or hazard-specific. The employer can select the training methodology that would afford the most efficient training based on the number of chemicals in the workplace. This manual follows the hazard-specific approach because of the numerous chemicals found at Raider Environmental Services, Incorporated locations. Accordingly, "B" and "C" below and on the following pages describe specific fire and health hazards presented by chemicals produced, used, or stored by Raider Environmental Services, Incorporated. Chemical examples are also given. Note that some chemicals present more than one physical or health hazard.

III. FIRE HAZARDS

A. Combustible Liquids

A combustible liquid is any liquid that presents a danger of fire at slightly elevated temperatures but not when it is at or below a normal room temperature (flash point between 100° - 200°F).

Example:

Plant/Field	Diesel fuel, varsol, monoethanolamine
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B. Flammable Gases

A flammable gas is a gas 1) with a lower flammability limit (LFL) less than 13% by volume in air or 2) with an upper flammability limit (UFL) 12% higher than its LFL.

Example:

Plant/Field	acetylene, butane, hydrogen sulfide, natural gas (methane)
-------------	--

C. Flammable Liquids

A flammable liquid is a liquid that presents a fire hazard if present in open containers near a source of ignition at or below room temperature (flash point below 100°F).

Example:

Plant/Field	gasoline, methanol, Texadine, turpentine, acetone, ether, isopropyl alcohol
-------------	---

D. Flammable Solids

A flammable solid is a solid that can cause fire through friction, absorption of moisture, spontaneous chemical change, or retained heat from manufacturing or processing, or which can be ignited readily, and when ignited burns vigorously and persistently.

Example:

Field	magnesium metal
-------	-----------------

E. Oxidizers

An oxidizer is a chemical that can initiate or promote combustion in other materials, thereby causing fire either of itself or through the release of oxygen or other gases.

Example:

Plant/Field	chlorine gas, oxygen, HTH Tablets hydrogen peroxide, nitric acid
-------------	---

F. Water Reactive

A water reactive chemical reacts with water to produce a gas that is either flammable or presents a health hazard.

Example:

Field	sodium metal
-------	--------------

IV. HEALTH HAZARDS

A. Acute or Short-Term Hazards

1. Irritants

An irritant is a chemical that is not corrosive, but that causes reversible inflammation by chemical action at the site of contact. Irritants can be solids, liquids or gases.

Example:

Plant/Field	chlorine gas, vapors, soda ash
-------------	--------------------------------

2. Skin Hazards

A skin hazard is a chemical that will affect the dermal (inner) layer of the skin. Common effects are defatting of the skin, rashes and irritation.

Example:

Plant/Field	Acetone
-------------	---------

3. Corrosives

A corrosive is a chemical that causes visible destruction of, or irreversible alterations in, living tissue by chemical action at the site of contact.

Example:

Plant/Field	caustic soda (sodium hydroxide), sulfuric acid
-------------	---

4. Eye Hazards

An eye hazard is a chemical that affects the eye or visual capacity. Common eye hazards are acids, alkalis, and organic solvents.

Example:

Plant/Field	caustic soda (sodium hydroxide), sulfuric acid
-------------	---

B. Chronic or Long-Term Hazards

1. Carcinogens

A carcinogen is a chemical that has been found to cause cancer either in humans or in animals.

Example:

Plant/Field	benzene, carbon tetrachloride, formaldehyde, trichloroethylene
-------------	---

2. Reproductive toxins

A reproductive toxin is a chemical that can cause birth defects or sterility.

Example:

Plant/Field	lead compounds
-------------	----------------

3. Liver toxins

A liver toxin is a chemical that can cause liver damage such as enlargement or jaundice.

Example:

Plant/Field	carbon tetrachloride, chloroform, ethyl alcohol
-------------	---

4. Kidney toxins

A kidney toxin is a chemical that can cause kidney damage resulting in a build-up of fluid or large amounts of protein in the urine.

Example:

Plant/Field	ethyl alcohol
-------------	---------------

5. Nervous system toxins

A nervous system toxin is a chemical that produces its primary toxic effect on the nervous system.

Example:

Plant/Field	acetylene, mercury, amyl alcohol
-------------	----------------------------------

6. Sensitizer

A sensitizer is a chemical that causes a substantial proportion of exposed people or animals to develop an allergic reaction in normal tissue after repeated exposure to the chemical.

Example:

Field	Bromine
-------	---------

7. Chemicals that damage the lung

Chemicals that damage the lung cause irritation or damage to the lung tissue resulting in cough, tightness in the chest, or shortness of breath.

Example:

Plant/Field	asbestos, nitrogen dioxide, chlorine gas
-------------	--

These specific hazards should be noted on Sections 2, 4, and 6 of the MSDS's. Your Supervisor or Safety Manager should review with you the hazards presented by those chemicals produced, used, or stored at your work location.

V. IDENTIFICATION OF HAZARDS IN THE WORKPLACE

Now that you know the specific hazards presented by the chemicals in your work area, you must also be trained in the methods and observations to detect the presence or release of those chemicals.

The "Appearance and Odor" part in Section 3 of each MSDS provides the kind of information that will help you detect the chemicals you work with. The Safety Manager should review this part of the MSDS for the appropriate chemicals in your work area.

Appendix B
Labeling

Labeling

- A. Effective labeling may consist of affixed labels, securely attached tags, or highly visible signs posted immediately adjacent to a tank or vessel.
- B. Manufacturer, importer, or distributor labels must indicate the name of the chemical, the appropriate hazard warning, and the name and address of the manufacturer, importer, or other responsible party. Therefore, all plant/warehouse chemicals should be labeled accordingly.
- C. As new plant/warehouse chemicals arrive, the containers shall be checked for appropriate labels.
- D. There are a few special locations, such as the Laboratories, where chemical solutions are made, or chemicals are repackaged, and sent to other company locations. The HCS label requirements also apply to these chemicals.
- E. Each container of hazardous chemicals in the workplace must be labeled. Containers include any bag, barrel, box, can, cylinder, drum, storage tank, or the like which contains a chemical. Pipes or piping systems are not included.
- F. How is a label useful? First, the identity on the label is keyed to the material safety data sheet which contains additional information on the chemical involved. Most importantly, the label includes a hazard warning that contains specific information regarding both physical and health hazards. This hazard warning provides a precautionary statement such as "avoid inhalation". The warning also includes a statement regarding what type of effect inhalation could be expected to produce and an explanation of what protective action is warranted.
- G. You should also know that a label must not at any time be defaced either through handling of the container during shipment or use of the chemical. For example, when pouring paint out of a can, the paint can run on the label and cover printed information. OSHA would consider such a label defaced and in violation of the Standard. Therefore, it is a good idea to keep containers clean during chemical use to preserve the labeling. Simply wiping off the container with a rag will generally accomplish this.
- H. Labeling is required when labels are defaced or substances are transferred from original containers to smaller containers. The container shall have a label with the chemical name as it appears on the MSDS and appropriate hazard warnings. Hazard warnings shall provide information regarding the physical and health hazards of the chemical.

I. In addition to the OSHA labeling provisions for hazardous chemicals, there are two other commonly used labeling systems that you may want to become familiar with. They are the NFPA (National Fire Protection Agency) and DOT (Department of Transportation) systems. Although the OSHA rule provides that the chemical label should not conflict with DOT regulations, you should know that DOT labels do not satisfy HCS requirements. Therefore, chemicals may have both OSHA and DOT labels.

Appendix C

**Measures Employees can Take to
Protect Themselves**

Measures Employees Can Take To Protect Themselves

As you know, you can be exposed to hazardous chemicals through 1) the chemicals you routinely use in the workplace and 2) spills or leaks of chemicals from containers. Exposure results from inhalation, contact with the skin, or by oral ingestion. By far, inhalation is the most common form of exposure followed by skin contact, especially when working with solvents.

There are four steps you can follow to protect yourself from, or decrease your exposure to, hazardous chemicals in the workplace. They are described below:

A. Consult the MSDS.

When working with a hazardous chemical, your first step should always be to check the MSDS for special protection and precaution information. The MSDS provides specific precautionary measures for safe chemical use. During training, your instructor will review this information with you. If you have a specific concern about a chemical you work with, you can discuss it with your supervisor, instructor or area safety representative.

B. Select appropriate personal protective equipment.

The company provides personal protective equipment so that all employees will be able to perform the requirements of their work in as safe a manner as possible. You should know exactly what equipment is available and how to use it properly.

During training, your instructor will also tell you the specific personal protective equipment that is available for your use. If, from your review of MSDS information, you believe you need additional protective equipment, discuss the need with your Supervisor and/or Safety Manager. As always, your area safety representative will assist in obtaining or recommending equipment.

C. Use appropriate work practices.

Most hazardous chemicals at Raider Environmental Services, Incorporated workplaces can be safely handled and used wearing safety glasses and gloves. Depending on the chemical, you may also need to be aware of appropriate work practices. For example, work with benzene or ammonium hydroxide in the lab should always be done under the exhaust hood to prevent inhalation. Short-term work with solvents in the plant should always be done in a well-ventilated area. There are other chemicals for which work practices are not appropriate. For example, standing upwind when working on a gas chlorinator or with concentrated sulfuric acid at a cooling tower is not considered a safe practice. Special protective equipment should be available and must be used when working with such chemicals.

D. Always practice good hygiene.

There is one last step that all workers should remember and employ after working with chemicals: to wash your hands thoroughly, even if you wore rubber or latex gloves while handling hazardous chemicals. Good hygienic practices should always be the final step.

Appendix D
Facility Chemical List

Chemical Name	Manufacturer
20 / 20 Power Windsheild Wash Triple Formula	Pylon Manufacturer
6230 Attack – Aluminum Truck & Trailer Cleaner	Ardax
Acetone	Various
Acetylene	Various
Aluma Brite II	On & Off Chemical
Antifreeze	Prestone
Argon	Various
Brakleen Parts Cleaner	CRC
Butane	Various
Chevron Machine Oil AW ISO 150	Chevron
Chevron Rykon Oil AW ISO 68	Chevron
Cytec C – 1507 Flocculant	Various
Diatomaceous Earth	Various
Diesel Fuel	Various
DOT 3 Brake Fluid	Supra Tech
Enhance All Surface Protection	ZEP
Epoxy Coating Part A #4721	Porter Coating
Epoxy Hardener Part B	Porter Coating
Gasoline	Various
Go / Jo Hand Cleaner	
Hydrochloric Acid – 92%	Various

Imron VG-6005 Industrial Coating Activator	Dupont
Industrial Purple Cleaner	ZEP
Jet Fuel	Various
Latex Paint	Various
Lime Away	On & Off Chemical
Liquid Wrench	Liquid Wrench
Mansize	On & Off Chemical
Metal Scavenger (Vinment 1140)	Various
Mineral Spirits	Various
Morado Super Cleaner	ZEP
Motor Oil	Various
Natural C Citrus Degreaser	On & Off Chemical
Nitrogen Gas	Various
Oil Dry	Various
Oxygen	Various
Paint Thinner T-8805	Dupont
Portland Cement	Rinker
Propane	Various
PVC Cement	Oatey
PVC Cleaner	Oatey
Sodium Chlorite – 25%	Various
Sodium Hydroxide – 50%	Various

Raider

ENVIRONMENTAL SERVICES

Discipline Program

TABLE OF CONTENTS

	Page
SECTION I – PURPOSE & SCOPE	1
SECTION II – RESPONSIBILITIES	1
A. Management.....	1
B. Health & Safety.....	1
C. Employees.....	2
SECTION III – DISCIPLINE	2
SECTION IV – DISCIPLINE PROCEDURE	3
SECTION V – MANDATORY WORK PRACTICES	4
SECTION VI – RECORDKEEPING	8
A. Documentation.....	8
B. Positive Reinforcement	8
C. Reward System.....	8
APPENDIX A – INCIDENT REPORT	9

Disciplinary Program

I. PURPOSE & SCOPE

A. Purpose

To control the work environment so that workers are protected and accidents are prevented.

B. Scope

Raider Environmental Services, Incorporated has implemented a disciplinary program to ensure that Raider Environmental Services, Incorporated's policies and safe working practices are followed and taken seriously by employees. It reflects how the Raider Environmental Services, Incorporated expects employees to operate in relation to the goals of the Safety and Health Program. The Disciplinary Program lays out the actions the Raider Environmental Services, Incorporated will take if individuals do not meet the Raider Environmental Services, Incorporated's expectations. The employee's supervisor and all members of management are responsible for the enforcement of this disciplinary program.

II. RESPONSIBILITIES

A. Management will:

1. Follow the guidelines set forth in this program.
2. Communicate potential safety violations to prevent future disciplinary action.
3. Ensure that all employees are trained and understand this program.
4. Maintain Documentation per this program.
5. Work in coordination with the Safety Manager to ensure safety habits are consistence throughout the Raider Environmental Services, Incorporated. Raider Environmental Services, considers deviation from Raider Environmental written procedures or deviation from JSA (Job Safety Analysis) to be a potential safety violation.
6. Enforce Raider Environmental Services, Incorporated's commitment to safety.
7. Ongoing monitoring of work and safety habits offers the opportunity to correct any problems before serious situations develop.

B. Safety Manager will:

1. Review and update this Program on an annual basis to ensure compliance.
2. Instruct employees in the importance of workplace safety and health, the need to develop safety habits, Raider Environmental Services, Incorporated's operations, safe work practices, and the hazards they control, and the standards of behavior that the Raider Environmental Services, Incorporated expects.
3. Communicate a clear understanding of the policies and the consequences of breaking those policies
4. Safety Manager, Area Managers and supervisors are all responsible for promoting and performing physical inspections of employee work areas for cleanliness.
5. Physical inspection of employee work areas are to be performed at least once per month to ensure area is neat, clean and containing all required equipment.

C. Employees will:

1. Follow the guidelines set forth in this program.
2. Immediately report any noncompliance activities to the Manager or the Job Site Supervisor.
3. Raider Environmental Services, Incorporated's employees must understand the disciplinary system and the consequences of any deliberate, unacceptable behavior.

III. DISCIPLINE

If an employee fails to meet Raider Environmental Services, Incorporated's overall expectations for performance of his/her job (including compliance with Raider Environmental Services, Incorporated's policies and procedures, as well as use of common sense and common courtesy), Raider Environmental Services, Incorporated must decide whether imposition of discipline is likely to fully correct performance deficiencies and turn the employee into a desirable worker.

If the Raider Environmental Services, Incorporated does not believe that discipline is likely to turn the employee into a desirable worker, then the employee is subject to

immediate termination. Instances where no disciplinary action is likely to be considered to be worthwhile include situations where, despite real effort, the employee simply cannot do the work assigned (whether due to lack of needed skills, lack of physical ability, personality issues, or other factors which the employee is likely to be unable to change within the time needed). Discipline also may be considered not to be worthwhile where the overall record of the employee is poor and/or the employee requires an excessive amount of supervisory time (e.g., the supervisor is often dealing with problems created by the employee, or often having to oversee the employee's work to get satisfactory work or effort, or often having to adjust schedules due to unexcused absences, tardiness or poor work effort by the employee).

In making the decision on whether to impose discipline, as well as what type of discipline to impose, Raider Environmental Services, Incorporated considers the following types of factors: the severity of the particular offense in question (some acts are so serious that termination is the only viable option); the prior overall record of the employee (including the number of times that the employee has presented past disciplinary problems, even if different from the current offense, the effect of the offense/discipline on the morale of other employees in Raider Environmental Services, Incorporated; the effect of the offense/discipline on those who do business with Raider Environmental Services, Incorporated; and whether the employee has demonstrated an overall aptitude, ability and willingness to satisfactorily perform assigned job duties.

IV. DISCIPLINE PROCEDURE

Employee understands they are an "at will" employee and they may be terminated from employment at any time and for any reason. All employees are expected to meet all performance and conduct requirements of the job or else they will receive appropriate disciplinary action up to and including their separation from Raider Environmental Services, Incorporated.

The following steps are presented as a guide when disciplining non-probationary regular employees:

STEP 1 - VERBAL REMINDER: If, after informal discussion and/or other training, an employee's performance or conduct does not meet the requirements of the job, he or she will receive a verbal warning from management. The employee will be given an opportunity to correct the problem and will be told that failure to do so will result in further disciplinary action. This verbal reminder will be documented for future reference.

STEP 2 - WRITTEN REMINDER: If the employee does not correct the unsatisfactory performance or conduct within a reasonable period of time after receiving the verbal warning, the employee may receive a written warning. A copy of this warning will go in the employee's personal file.

STEP 3 - SUSPENSION PENDING INVESTIGATION: Suspension of an employee (i.e., the temporary removal of the employee from work) may be used in the following cases:

1. As an alternative to discharge when an employee has received a written warning in the preceding six (6) month period and a performance problem occurs which justifies further discipline.
2. To provide time to investigate circumstances which indicate the employee may be subject to discharge. An employee who is suspended under these circumstances will be paid full pay for time lost if the investigation reveals no violation(s) of the performance standards has occurred. The employee will not be paid for time lost if he/she is terminated as a result of the investigation, nor will the employee be paid if the investigation reveals the suspension itself is the appropriate disciplinary action to be taken.

In all cases, the employee will be advised in writing of the reason for the suspension.

STEP 4 - DISCHARGE: An employee will be discharged as a result of:

1. The investigation following a suspension
2. Unsatisfactory performance after a written warning is issued and there is not any improvement in performance.
3. Unsatisfactory attendance record.
4. For gross misconduct.
5. For non-compliance with the mandatory work policies.

V. MANDATORY WORK POLICIES

A. Non-compliance with the following policies will result in DISCHARGE:

1. There will be no drinking of alcoholic beverages during working hours. No one will drink while on Raider Environmental Services, Incorporated time, be under the influence of any alcohol substance while on Raider Environmental Services, Incorporated time, or be in possession of any alcoholic substances on Raider Environmental Services, Incorporated property and/or in any Raider Environmental Services, Incorporated vehicle at any time.
2. There will be no use of drugs, stimulants, marijuana, narcotics or any other controlled substance while on Raider Environmental Services, Incorporated time. No one will be under the influence of any drug,

stimulants, marijuana, narcotics of any other controlled substance while on Raider Environmental Services, Incorporated time. No one will be in possession of any drugs, stimulants, marijuana, narcotics or any other controlled substance while on Raider Environmental Services, Incorporated property or in any Raider Environmental Services, Incorporated vehicle at any time.

3. There will be absolutely no salvaging or other retrieval or recycling activity, unless specifically requested or authorized by the supervisor, division manager or the person in charge.
4. Insubordination of any kind, such as refusal to perform work requirements, refusal to adhere to the Safety Manager's directions, the use of threatening or abusive language to supervisors, customers, or other personnel is prohibited.
5. Stealing or damaging Raider Environmental Services, Incorporated's, employee's or customer's property is prohibited.
6. Fighting with or assaulting supervisors, customers or other personnel is prohibited.
7. Dishonesty of any kind, such as falsification of employment records, Raider Environmental Services, Incorporated records and time cards is prohibited. This includes falsifying one's own time record.
8. Walking off the job without permission will be grounds for termination of employment.
9. Failure to report to work for two (2) consecutive days without giving notice to your supervisor will be considered your resignation.
10. Gaming on Raider Environmental Services, Incorporated property or Raider Environmental Services, Incorporated time is prohibited.
11. Failure to submit to a reasonable suspicion, post accident, random drug and/or alcohol test within prescribed time limits.

B. Non-Compliance with these policies will result in DISCIPLINARY ACTION:

1. Vehicle or equipment cabs or operating areas will be clean and uncluttered at all times. Each employee will be responsible for the vehicle they drive each day. Any debris accumulating in the cab or operating area will be removed prior to the expiration of the applicable work shift.

-
2. No Raider Environmental Services, Incorporated vehicle or equipment will be used for any purpose other than for which it is specifically designed unless authorized by the Raider Environmental Services, Incorporated in writing.
 3. Drivers will not deviate from their assigned routes and will not under any circumstances drive to any other location not on their scheduled route unless instructed by the Raider Environmental Services, Incorporated to do so. There will be no unscheduled pickups unless they are consistent with the operation center's procedures.
 4. Vehicles will never be operated in reverse until the driver ascertains the area behind the vehicle is clear of obstacles, personnel or other vehicles. When operating in reverse, each driver will require any helper or helpers, when available, to assist in backing up the vehicle.
 5. Employees will confine any "downtime" activities to the designated break area. Employees will not loiter, converse with or otherwise distract working employees when not on an assignment.
 6. No riders will be permitted in or on any vehicles, unless such rider is an employee of Raider Environmental Services, Incorporated is engaged in the performance of Raider Environmental Services, Incorporated business.
 7. Each driver will complete and turn in prior to the expiration of each shift a vehicle inspection slip. Each driver will clearly indicate any defects that may exist on his truck, and if there are no apparent defects, the driver will then indicate such by writing "OK" on the slip. The driver will then legibly sign the slip and place it in the designated place.
 8. An employee will not sign or incur any obligation for payment of any bill or invoice or other indebtedness unless authorized to do so by proper management personnel at Raider Environmental Services, Incorporated.
 9. No employee will operate a vehicle or other equipment in a careless or abusive manner or exceed the limitations of the vehicle or its equipment.
 10. Any employee utilizing any prescribed medications, such as Valium, or barbiturates or any substance not available over the counter, must advise his/her supervisor before the beginning of the work shift.
 11. No driver, tank cleaner, mechanic or other job classification as noted throughout Raider Environmental Services, Incorporated, will be allowed to work without first meeting the physical examination requirements of Raider Environmental Services, Incorporated.

-
12. In addition to meeting the physical requirements, no driver will be assigned work without providing an up to date Motor Vehicle Report (MVR), receiving appropriate driver training and passing the driver's road test.
 13. No employee will allow a contractor or vendor to enter Raider Environmental Services, Incorporated property and perform a service, until a Certificate of Insurance naming Raider Environmental Services, Incorporated as an additional insured has been received by Raider Environmental Services, Incorporated from the contractor.
 14. No sleeping, dozing or loitering on Raider Environmental Services, Incorporated time or property.
 15. Failure to notify Raider Environmental Services, Incorporated at least one (1) hour prior to the start of their scheduled work shift when they find it necessary to be absent from work.
 16. Employees will act courteously and conduct themselves in a business like manner at all times. Immoral or indecent behavior will not be tolerated.
 17. Posting, altering or removing any material from the bulletin board or Raider Environmental Services, Incorporated property without prior authorization is prohibited.
 18. Employees driving Raider Environmental Services, Incorporated vehicles are required to hold a valid driver's license. All truck drivers are required to have a valid CDL license with a Hazmat endorsement in whatever classification is required to operate the equipment they are assigned. Raider Environmental Services, Incorporated requires employees classified as a driver to obtain a minimum of a Class B CDL with a Hazmat endorsement. Drivers will immediately notify their supervisor and/or division manager upon revocation and/or suspension of their driver's license by any police, sheriff or other agency as bond for any violation.
 19. All injuries of any nature incurred by employees must be reported immediately upon which the injury occurred or as soon thereafter as possible when the employee becomes aware of such an injury. Such reports must be in writing and witnessed by the applicable supervisor and/or division manager.
 20. All oil spills, traffic violations or moving violations, including but not limited to speeding, improper turns, running a red light, reckless driving or any other similar violation incurred while driving Raider Environmental Services, Incorporated vehicles or equipment, will be the responsibility of

the driver and must be reported to the supervisor prior to the completion of their shift. Fines or penalties resulting from such a violation are the responsibility of the driver.

21. Any accidents involving an employee or a Raider Environmental Services, Incorporated vehicle or equipment are to be reported in writing, to the supervisor or the division manager immediately.
22. Possession of firearms, ammunition, weapons of any kind, firecrackers, or other similar items; intoxicating liquors, narcotic drugs, are prohibited on Raider Environmental Services, Inc. and/or clients property.
23. The vehicle radio equipment and cellular phones will be used for Raider Environmental Services, Incorporated business only. No additional radios, cellular phones, or sound equipment will be allowed unless authorized in writing by the Raider Environmental Services, Incorporated.
24. No unauthorized personnel will be allowed aboard a Raider Environmental Services, Incorporated vehicle..

VI. RECORDKEEPING

A. Documentation

Documentation serves a variety of purposes. It helps the Raider Environmental Services, Incorporated track the development of a problem, corrective actions, and the impact of measures taken. It provides information so that we can keep employees informed of problems that need correction.

When Raider Environmental Services, Incorporated is evaluating the managerial and supervisory skills of a supervisor, it provides a useful record of how they handled problems.

If warnings, retraining, and other corrective actions fail to achieve the desired effect, and if the Raider Environmental Services, Incorporated decides to discharge an employee, then documentation becomes even more critical.

1. Safety violations will be documented and a copy of the form (Appendix A) will become part of the employee's personnel record

B. Positive Reinforcement

Each supervisor should provide frequent reinforcement of work practices training. The informal observation described above serves not only to gauge training effectiveness, but also to reinforce the desired behavior. Supervisors shall periodically observe individual workers at their tasks and give oral and/or written feedback on what was done safely.

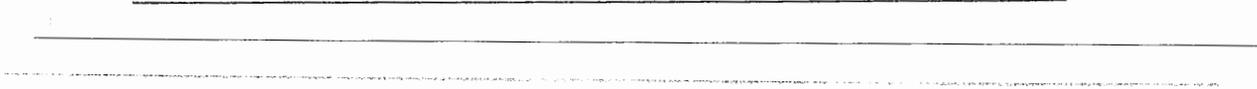
C. Reward System

Rewarding safe behavior is at least as important as correcting and punishing unsafe actions. It is especially important to recognize self-initiated acts of safety or health protection, those times when employees, of their own accord, act to protect themselves or others. Raider Environmental Services, Incorporated has set up an Awards of Excellence program that provides positive reinforcement for safe behavior and work practices (see Safety Awards Program Policy).

D. Discipline Reviews

Review and feed back of discipline reviews will be addressed during annual reviews and/or upon another discipline incident, whichever comes first.

Appendix A Incident Report





ENVIRONMENTAL SERVICES

Incident Report

Employee: _____ Title: _____

Employee ID #: _____ Date: _____

Supervisor: _____ Title: _____

Incident Type:

Date of Incident: _____ Place of Incident: _____

- | | | |
|--|--|---------------------------------------|
| <input type="checkbox"/> Failure to follow procedure | <input type="checkbox"/> Insubordination | <input type="checkbox"/> Safety |
| <input type="checkbox"/> Attendance | <input type="checkbox"/> Work Quality | <input type="checkbox"/> Carelessness |
| <input type="checkbox"/> Tardiness | <input type="checkbox"/> Misconduct | <input type="checkbox"/> Other |

Statement:

Employee Statement:

- I agree with the Supervisor's statement I disagree with the Supervisor's statement for the following reasons:

Action Taken:

- Warning
 - Verbal
 - Written
- Probation _____ Days
- Suspension _____ Days
 - With Pay
 - Without Pay

Verbal / Written Warning:

Employee's Signature (This is not an admission)

Date

Supervisor's Signature

Date

Witness Signature

Date



First Aid Program

TABLE OF CONTENTS

	Page
SECTION I – PURPOSE	1
SECTION II – DEFINITIONS	1
SECTION III – MEDICAL EMERGENCIES.....	1
A. Minor First Aid Treatment.....	1
B. Non-Emergency Medical Treatment.....	2
C. Emergency Medical Treatment	2
SECTION IV – FIRST AID PROCEDURES	2
A. Wounds	3
B. Broken Bones	3
C. Burns	3
D. Eye Injury.....	3
E. Neck and Spine Injury	4
F. Heat Exhaustion.....	4
SECTION V – FIRST AID KIT SUPPLIES	4

First Aid Program

I. PURPOSE

First Aid presents basic requirements for handling medical emergencies. Raider Environmental Services, Inc. provides a First Aid Kit on the premises at all facilities and projects. It is there for employees' use in the treatment of minor scratches, burns, headaches, nausea, etc. All employees shall know the location of the First Aid Kit and shall notify their supervisor if they need to use the First Aid Kit.

If an employee has a work related injury or illnesses that requires professional medical assistance, they shall notify their supervisor and let him/her know before they receive this assistance. If they fail to notify their supervisor, they may be ineligible for Worker's Compensation, benefits to pay for doctor's bills, and/or lost wages. A full accident investigation must be completed upon any employee receiving professional medical assistance.

II. DEFINITIONS

Exposure Incident - An exposure incident is when an employee, while performing his or her duties, contacts blood or other potentially infectious materials with any of the following:

1. Eyes
2. Mouth
3. Other mucous membrane
4. Non-intact skin (includes dermatitis, hang-nails, cuts, abrasions, chafing, etc.)
5. Parenteral contact (Any contact with either punctured skin or mucous membrane.)

First Aid - First aid is the immediate care given a person who has suffered an injury or has become suddenly ill, until professional help is obtained.

III. MEDICAL EMERGENCIES

A. Minor First Aid Treatment

First aid kits are stored in the break room in the Raider Environmental Services, Inc. Facility and in each Raider Environmental Services, Inc. Vehicle. If an employee sustains an injury or are involved in an accident requiring minor first aid treatment, they shall:

-
1. Inform their supervisor.

 2. Administer first aid treatment to the injury or wound.

 3. If a first aid kit is used, indicate usage on the accident investigation report.
 4. Access to a first aid kit is not intended to be a substitute for medical attention.
 5. Provide details for the completion of the accident investigation report.

B. Non-Emergency Medical Treatment

For non-emergency work-related injuries requiring professional medical assistance, management must first authorize treatment. If an employee sustains an injury requiring treatment other than first aid, they shall:

1. Inform your supervisor.
2. Proceed to the posted medical facility. Your supervisor will assist with transportation, if necessary.
3. Provide details for the completion of the accident investigation report.

C. Emergency Medical Treatment

If an employee sustains a severe injury requiring emergency treatment:

1. Call for help and seek assistance from a co-worker.
2. Use the emergency telephone numbers and instructions posted next to the nearest telephone in your work area to request assistance and ambulance services to the local hospital emergency room.
3. Provide details for the completion of the accident investigation report.

IV. FIRST AID PROCEDURES

Only employees who have received training and hold a valid certification from the Safety Manager or National Safety Council shall be able to render First Aid on work sites. The following are Raider Environmental Services, Inc. first aid procedures:

Quick Drenching / Flushing Facilities shall be used in the event an employee accidentally spills or splashes injurious chemicals or liquids on their clothing or body. Employees shall notify their supervisor if they use the Quick Drenching/Flushing Facility.

A. Wounds

1. Minor: Cuts, lacerations, abrasions, or punctures

- a. Wash the wound using soap and water; rinse it well.
- b. Cover the wound using clean dressing.

2. Major: Large, deep and bleeding

- a. Stop the bleeding by pressing directly on the wound, using a bandage or cloth.
- b. Keep pressure on the wound until medical help arrives.

B. Broken Bones

1. Do not move the victim unless it is absolutely necessary.
2. If the victim must be moved, "splint" the injured area. Use a board, cardboard, or rolled newspaper as a splint.

C. Burns

1. Thermal (Heat)

- a. Rinse the burned area, without scrubbing it, and immerse it in cold water; do not use ice water.
- b. Blot dry the area and cover it using sterile gauze or a clean cloth.

2. Chemical

- a. Flush the exposed area with cool water immediately for 15 minutes.

D. Eye Injury:

1. Small particles

- a. Do not rub the eyes.
- b. Use the corner of a soft clean cloth to draw particles out, or hold the eyelids open and flush the eyes continuously with water.

2. Large or stuck particles

- a. If a particle is stuck in the eye, do not attempt to remove it.
- b. Cover both eyes with bandage.

3. Chemical

- a. Immediately irrigate the eyes and under the eyelids, with water, for 15 minutes.

E. Neck and Spine Injury:

If the victim appears to have injured his or her neck or spine, or is unable to move his or her arm or leg, do not attempt to move the victim unless it is absolutely necessary.

F. Heat Exhaustion:

1. Loosen the victim's tight clothing.
2. Give the victim "sips" of cool water.
3. Make the victim lie down in a cooler place with the feet raised.

V. FIRST AID KIT SUPPLIES

First aid kits shall be stored in a weatherproof container with individual sealed packages of each type of item per ANSI standard Z308.1-1978 or Appendix A of CFR 1910.151.

The First aid kits shall consist of the following items:

10 or 16-Unit Kit Requirements

Items	Size or Description	Quantity
Adhesive Bandage	1 inch – 16 per unit	2 packages
Eyewash Solution	1 oz. bottle	1 package
Water Jel	4" x 4"	2 packages
Iodine Swabs	10 per unit, swipes or swabs	1 package
Triangular Bandage	40" triangular	1 package
Sting Kill	10 per unit	1 package
Bandage Compress	4 inch	1 package
CPR Microshield	CPR unit with gloves & disposable bag	1 package

36-Unit Kit Requirements

Items	Size or Description	Quantity
Gauze	1 inch by 10 yd. roll	1 package
Gauze	2 inch by 10 yd. roll	1 package
Gauze	3 inch by 10 yd. roll	1 package
Bandage Compress	2", 3" & 4" are acceptable substitute for gauze	2 packages
Adhesive Bandage	1", 16 per unit	2 packages
Triangular Bandage	40" triangular	2 packages
Iodine Swabs	10 per unit, swipes or swabs	2 packages
Iodine Swabs	10 per unit, swipes or swabs	2 packages
Water Jel	4" x 4"	2 packages
Sting Kill	10 per unit	1 package
Eyewash Solution	1 oz. Bottles	2 packages
CPR Microshield	CPR unit with gloves & disposable bag	2 packages

The Safety Manager shall designate employees who are qualified to inspect First Aid Kits before the kits are sent out to each job, and on a quarterly basis to ensure that they are filled and complete.



Bloodborne Pathogens Exposure
Control Program

Bloodborne Pathogens Exposure Control Program

I. PURPOSE

- A. To minimize or eliminate employee exposure to Bloodborne Pathogens.
- B. To provide guidelines for complying with OSHA regulation 1910.1030 – Bloodborne Pathogens.

II. RESPONSIBILITY

A. Management will:

- 1. Be responsible for the implementation of the Exposure Control Plan and ensure it is readily accessible to all employees.
- 2. Communicate exposures and provide information to the Health and Safety Department if personnel are exposed to Bloodborne Pathogens. This notification must be made within 2 hours of the exposure.
- 3. Provide the Safety Department with completed Exposure Incident Investigation Form located in Appendix A.
- 4. Maintain training and exposure documentation, and follow up on engineering controls to ensure their effectiveness.
- 5. Provide PPE, first aid and biohazard infection control/clean up kits and ensure that work practices and other general precautions are implemented to control exposures.
- 6. Ensure employees are appropriately trained per OSHA 1910.1030 – Bloodborne Pathogens, this policy, and the Exposure Control Plan requirements and maintain training documentation.
- 7. Maintain medical records per this policy for life of employment plus 30years after.

B. Safety Manager will:

- 1. Provide technical support.
- 2. Act as a coordinator between the employee and medical provider.
- 3. Review, and update the Exposure Control Plan to ensure regulatory compliance.

4. Develop, conduct and/or approve Bloodborne Pathogen training programs.

C. Employees will:

1. Follow the guidelines set forth in this policy.
2. Wear appropriate personal protective equipment (PPE) when exposure to bloodborne pathogens may occur.
3. Immediately report to supervision any incident that involves direct contact with another person's blood or other bodily fluids.
4. Provide information for the completion of the Exposure Incident Investigation Form if exposed, or potentially exposed, to blood or body fluids.
5. Complete appropriate training as outlined in this policy at no cost to the employee.

D. Medical Services will:

1. Provide counseling and medical follow-up after exposure incidents.
2. Maintain all confidential documentation, test results, and medical records during employment plus 3 years.

III. DEFINITIONS

HBV -Hepatitis B Virus

HIV -Human Immunodeficiency Virus

Bloodborne Pathogens - microorganisms present in the human blood and other bodily fluids that can cause and carry disease including human immunodeficiency virus (HIV) and hepatitis B virus (HBV).

Contaminated - The presence or reasonably anticipated presence of blood or other potentially infectious materials on an item or surface.

Exposure Control Plan - A plan which outlines how occupational exposure to bloodborne pathogens is minimized by a combination of engineering controls, work practice controls, personal protective equipment, training, medical surveillance, vaccination and other provisions.

Exposed Employee - Employee who came into contact with a source employee's body fluids:

Licensed health care professional - Person whose legally permitted scope of practice allows him or her to independently perform the activities required by paragraph 4.4 "Hepatitis B vaccination and post exposure evaluation and follow-up", should be appropriately trained and licensed to carry out activities that include: providing HB vaccine, ordering appropriate lab tests, determining contraindication to vaccination, providing post exposure prophylaxis and counseling.

Occupational Exposure - contact to the non-intact skin (such as abrasion or open wound), parenteral contact (such as needle stick), contact to the eye, mouth, or mucous membrane and other potentially infectious materials that result from the performance of an employee's duties.

Parenteral - The piercing of mucous membranes or skin through such events as needle sticks, human bites, cuts, and abrasions.

Personal protective equipment - Specialized clothing or equipment worn by an employee for protection against a hazard. In this standard it includes, but is not limited to gloves, gowns, masks, one-way mouthpieces, resuscitation bags and other ventilation devices. General work clothes are not included.

Regulated infectious waste -

1. Liquid or semi-liquid blood or other potentially infectious material.
2. Contaminated items that would release blood or potentially infected materials (see 3.) in a liquid or semi liquid state.
3. Items caked with blood or other potentially infectious material.
4. Contaminated sharps such as tools and needles.

Source employee - Injured employee.

Universal precautions - A method of infection control in which all human blood and certain body fluids are treated as infectious for HIV, HBV and other bloodborne pathogens.

IV. REQUIREMENTS AND COMPLIANCE

A. Job Classification

1. Employees rendering first aid only as a collateral duty, responding solely to injuries resulting from workplace incidents are reasonably expected to have occupational exposure to bloodborne pathogens.
2. Employees engaged in clean up of potentially infectious material.
3. Housekeeping or janitorial staff that may come in contact with potentially infectious material.

B. Exposure Determinants

1. Exposure determination is done without taking into consideration the use of personal clothing or equipment.
2. Engineering and work practice controls shall be used as a primary means of reducing or minimizing exposure.
3. The Safety Manager will periodically review the Exposure Control Plan, updated annually if necessary, and made accessible to all employees.

C. Types of Recordable Exposures for OSHA

The OSHA Standard for Bloodborne Pathogens requires the following types of exposures to be recorded on the Form 300 Log.

1. If the eye, mouth, mucous membrane or non-intact skin (broken skin and open wounds) come into contact with blood or other potentially infectious materials, and/or
2. If skin or mucous membrane are pierced with tools, needles, or other sharp objects contaminated with blood or other potentially infected materials, and/or
3. If the employee visits a health care professional and a Hepatitis B or HIV test is recommended.

NOTE: DO NOT record the results of any blood analysis on the OSHA Log 300.

D. Personal Protective Equipment (PPE)

1. Exposure determination shall be made without regards to the use of PPE.

-
2. PPE shall be used to prevent or lessen the entry of bloodborne pathogens and other infectious substances into the worker's body via visible or non-visible skin openings, or entry through the eye, nose or mouth.
 3. Contaminated personal protective equipment (clothes, gloves, etc.) shall be properly stored (refer to Work Practice Controls & PPE Disposal) and disposed of by a Raider Environmental Services, Inc. location under the direction of the Hazardous Waste Manager shall use a licensed infectious waste transporter.
 4. Personal protective equipment can be obtained individually or as an infection control kit at no cost to the employee.
 5. Employee clothing which becomes contaminated with blood or other potentially infectious fluids while rendering first aid must be removed and disposed of. Contaminated clothing must not be taken home and laundered but disposed of in biohazard bags along with other contaminated material. The employee will be reimbursed for the estimated cost of the contaminated clothing.
 6. Hand washing facilities are available at all RES facilities, however if on a job site and hand washing facilities are not feasible, Raider Environmental Services, Inc. shall provide either antiseptic hand cleanser with paper towels, or antiseptic towelettes.

E. Hepatitis B Virus (HBV) Vaccination

1. HBV vaccine will be made available to identified employees within a reasonable time after exposure determination is made.
2. Post-exposure prevention, using the HBV vaccine when appropriate, will be made available on a voluntary basis to any worker sustaining an occupational exposure.
3. Employees declining the vaccination are required to sign the Declination Statement located in Appendix B. The signed statement will be filed in the employee's medical folder.

F. Training

1. Training shall be provided to employees at the time of initial assignment to tasks where occupational exposure may take place.
2. Training shall be provided annually and within one year of previous training.
3. Training records will be kept for duration of no less than 3 years.

-
4. Additional training will be provided when changes in present tasks or newly initiated tasks occur that may affect occupational exposure.
 5. It shall be the responsibility of management to ensure that training is provided to employees.

The training program shall contain as a minimum, the following:

- a. Informing employees that they have access to a copy of the regulatory text (OSHA Bloodborne Pathogens Standard CFR 1910.1030) and Raider Environmental Services, Inc.'s exposure control plan.
- b. Information regarding proper procedures and persons to contact in an emergency involving blood or other potentially infectious materials.
- c. Information about bloodborne diseases including the epidemiology, symptoms, and modes of transmission of bloodborne pathogens, with emphasis on HIV and HBV.
- d. Explanation of the Exposure Control Plan and an explanation of appropriate methods for recognizing tasks and other activities that may involve exposures to blood or other potentially infectious material.
- e. Information on the types of personal protective equipment, their appropriate use removal, handling, and decontamination. Also, the disposal of contaminated clothing, personal protective equipment, and/or other potentially infectious materials and their containers, and their regulated waste containers.
- f. Information on engineering controls, an explanation of the use and indication of appropriate engineering controls, work practice controls and personal protective equipment.
- g. Information regarding hepatitis B vaccine, including information on its effectiveness, safety, method of administration, the benefits of receiving the vaccine, and that the vaccine will be offered at no cost to employees.
- h. Information on the post-exposure evaluation and follow-up that the employer is required to provide for the employee following an exposure incident.

G. Universal Precautions

A medical history and examination cannot reliably identify all employees infected with HIV or other bloodborne pathogens; therefore universal precautions should be consistently used.

Precautions previously recommended by the Center for Disease Control, (CDC), and referred to as "universal blood and body-fluid precautions" or "universal precautions", include, but are not limited to the following:

1. Blood-contaminated clothing, **SHALL NOT**, under any circumstances, is taken home.
2. Workers should routinely use appropriate barrier precautions to prevent skin and mucous membrane exposure when in contact with blood or other body fluids, mucous membranes, or non-intact skin and for handling items or surfaces soiled with blood or body fluids. Gloves should be changed after contact, and then disposed of properly.
3. Hands and other potentially contaminated skin surfaces shall be washed immediately after providing first aid or clean up of potentially infectious material.
4. Although saliva has not been implicated in HIV transmission, to minimize the need for direct contact during mouth-to-mouth resuscitation, mouthpieces, resuscitation bags, or other ventilation devices should be available for use in areas where the need for resuscitation may exist.
5. Under circumstances in which differential between bodies fluids is difficult or impossible, all body fluids will be considered potentially infectious.

H. Work Practice Controls & PPE Disposal

Work practice controls are specific methods and processes used to reduce the likelihood of exposure by altering the manner in which a task is performed.

1. When providing first aid, garments penetrated by blood shall be removed immediately or as soon as feasible. Additionally, all skin or mucous membranes shall be washed after contact with blood.
2. The employee should shower and change clothes if exposed to unusual and/or excessive amounts of blood or body fluids.

3. All contaminated personal protective equipment (PPE) shall be removed by the employee prior to leaving the work area and should be placed in a designated container for disposal. Personal protective equipment or contaminated clothing shall not, under any circumstances, be removed from the premises.

4. Items contaminated with blood, such as gloves, bandages, paper towels, and any other materials shall be placed in a container or red plastic bag appropriately labeled with the Biohazard symbol and sealed.

NOTE: Items like bandages, feminine hygiene products, etc. that are discarded into proper waste bags, that are not leaking blood are not covered by this standard.

5. As soon as possible, all contaminated equipment and working surfaces shall be cleaned and decontaminated with a ten (10) parts H₂O to one (1) part bleach solution by mopping wiping and drying after exposure to blood or other infectious products.

6. Latex gloves and ten (10) parts H₂O to one (1) part bleach solution shall be available for cleanup.

7. All general levels of cleanliness shall be maintained.

8. Regulated Waste Disposal

9. Contaminated waste must be isolated at the point of origin and disposed of per state, federal, and local regulations.

V. ACTION PLAN FOLLOWING POSSIBLE EXPOSURE TO HBV OR HIV

1. First aid must be provided as soon as possible and should include the rinsing of the exposed body part thoroughly with water, followed by scrubbing with an antimicrobial substance provided in the infection control kits.

2. Following a documented report of an exposure incident of parenteral or mucous-membrane exposure to blood or body fluids, a confidential medical evaluation by a medical doctor or nurse practitioner and follow-up will be provided to the employee at no cost.

3. If exposure occurs or is suspected, the Raider Environmental Services, Inc. Environmental Health and Safety Manager in Fort Lauderdale, Florida and local Facility Manager shall be informed **immediately** (within two hours) by completing and faxing the attached Exposure Incident Investigation Form. These circumstances will be recorded in the worker's confidential medical

record by the Environmental Health and Safety Manager. The report should include the following:

4. The names of all first aid providers who rendered assistance, regardless of whether personal protective equipment was used, and a description of the incident as defined by the Standard.
5. Date and time of exposure.
6. Tasks performed at the time of exposure.
7. Details of exposure, including nature of fluid or material, whether it involved blood, and severity of exposure (e.g., depth of injury); for a skin or mucous-membrane exposure, the extent and duration of the contact and the condition of the skin. (For details see Exposure Incident Investigation Form).

A. Information provided to the Health Care Professional

The employer shall ensure that the health care professional evaluating an employee after an exposure incident is provided the following information:

1. A copy of the OSHA Bloodborne Pathogen Standard.
2. A description of the exposed employee's duties as they relate to the exposure incident.
3. Documentation of the route(s) of exposure and circumstances under which the exposure occurred.
4. Results of the source individual's blood testing, if available.
5. All medical records relevant to the appropriate treatment of the employee, including the vaccination status, will be maintained at Raider Environmental Services, Inc.'s Corporate Office in Opa Locka, Florida. Medical records must have written consent of employee before being released.
6. The employee will notify the source patient of the incident and attempt to obtain consent to collect and test the source employee's blood to determine the presence of HIB and/or HBV infection.
7. The employer will offer to have the blood sample collected from the exposed worker as soon as possible after the exposure incident for determination of HIV, HBV and Hepatitis B status.
8. The employer will offer follow-up testing at six (6) weeks, twelve (12) weeks and six (6) months and provide control measures if medically indicated.

9. If the employee consents to baseline blood collection, but does not give consent at the time for HIV testing, the sample shall be preserved for at least ninety (90) days. If an employee elects to have testing done during this time, it will be done as soon as feasible.

10. Follow-up of the exposed worker includes counseling, medical evaluation of any acute feverish illness (fever) that occurs within twelve (12) weeks post-exposure, and use of safe and effective post-exposure measures according to recommendations for standard medical practice.

VI. HEPATITIS B VIRUS POST-EXPOSURE MANAGEMENT

Hepatitis B post-treatment should begin immediately.

For an exposure to a source individual found to be positive for Hepatitis B virus:

1. The employee who has not previously been given Hepatitis B vaccine will be given the option of receiving the vaccine series. A single dose of Hepatitis B immune globulin (HBIG) is also recommended, if this can be given within ten (10) days of exposure.
2. An employee who has previously received the Hepatitis B vaccine should be tested for the antibody to hepatitis B surface antigens (anti-HBs), and given one dose of vaccine and one dose of HBIG if they antibody level in the employees blood is inadequate.
3. If the source individual is negative for Hepatitis B antibody and has not been vaccinated, the opportunity should be provided to the exposed employee to receive the Hepatitis B vaccination.
4. If the source individual refuses testing or cannot be identified, the exposed employee shall have the opportunity to receive the Hepatitis B vaccination series.
5. HBIG administration should be considered on an individual basis when the source individual is known or suspected to be a high risk for HBV infections.
6. Management and treatment, if any, of previously vaccinated employees who receive an exposure from a source employee who refuses testing or is not identifiable should be considered on an individual basis.

**VII. HUMAN IMMUNODEFICIENCY VIRUS POST-EXPOSURE
MANAGEMENT**

Any employee exposed to a source individual who has AIDS, tests positive for HIV infection, or who refuses testing, shall immediately be referred to an infectious disease specialist for counseling regarding the risk of infection, and shall be offered testing for evidence of infection as soon as possible after the exposure.

The employee should be advised to report and seek medical evaluation for any acute feverish illness that occurs within twelve (12) weeks after exposure. Such an illness, particularly one characterized by fever or rash and swollen glands may be indicative of recent HIV infection.

Following the initial test at the time of exposure, negative employees should be retested six (6) weeks, twelve (12) weeks and six (6) months after exposure to determine whether transmission has occurred. During this follow-up period (especially the first 6-12 weeks after exposure, when most people are expected to develop the infection) exposed employees should follow U.S. Public Health (PHS) recommendations for preventing transmission of HIV. These include refraining from blood donation and using appropriate contraceptive devices during sexual intercourse. During all phases of follow-up it is vital that worker confidentiality be protected.

If the source individual was tested and found to be negative, baseline testing of the exposed employee with follow-up testing twelve (12) weeks later will be offered.

If the source individual cannot be identified, decisions regarding appropriate follow-up should be individualized. Testing is available for all employees who may be concerned they have been infected with HIV through an occupational exposure.

Appendix A
Exposure Incident Investigation Form



Exposure Incident Investigation Form

Note: Fax to RES Human Resource Department within two hours of exposure.

Facility: _____

Investigator: _____

Date of Exposure Incident: _____

Employee Information:

Name(s)	Home Address	Age & Sex		Social Security #

Time and Location of Incident: _____

Employee task and activities at time of incident: _____

Description of incident illness: _____

Supervisor at time of incident: _____

Part(s) of body contaminated: _____

Quantity of potentially infectious material to which personnel were exposed: _____

Name and address of physician and hospital providing post-exposure care: _____

What workplace condition, practice or personal protective equipment contributed to the incident? _____

Appendix B

**Hepatitis B Vaccination Declination
Statement Form**



**Hepatitis B Vaccination
Declination Form**

I understand that due to my occupational exposure to blood or other potentially infectious materials, I may be at risk of acquiring Hepatitis B Virus (HBV) infection. I have been given the opportunity to be vaccinated with the Hepatitis B vaccine, at no charge to myself. However, I decline the Hepatitis B vaccination at this time. I understand that by declining this vaccine, I continue to be at risk of acquiring Hepatitis B, a serious disease. If in the future I continue to have occupational exposure to blood or other potentially infectious materials and I want to be vaccinated with the Hepatitis B vaccine, I can receive the vaccination series at no charge to me.

Employee Name	Employee Signature	Date
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Witness Name	Witness Signature	Date
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Fire Protection Equipment Program

TABLE OF CONTENTS

	Page
SECTION I – PURPOSE	1
SECTION II – DEFINITIONS.....	1
SECTION III – GENERAL RESPONSIBILITIES.....	1
SECTION IV – PORTABLE FIRE EXTINGUISHERS	2
A. Location of Portable Fire Extinguishers	3
B. Inspecting Fire Extinguishers.....	4
C. Hydrostatic Testing	5
D. Record Keeping.....	6
E. How to use a Portable Fire Extinguisher	6
SECTION V – EXTINGUISHING AGENTS	7
A. Dry Chemical	7
B. Carbon Dioxide	8
C. Water	8
SECTION VI – FIRE HYDRANTS	8
A. Inspecting Facility Fire Hydrants.....	9
SECTION VII – FIRE ALARM.....	9
SECTION VIII – TRAINING.....	9

Fire Protection Equipment Program

I. PURPOSE

The purpose of this program is to ensure that Raider Environmental Services, Incorporated personnel understand how to inspect, maintain, document and use the fire protection equipment located at each Facility or job site.

II. DEFINITIONS

Extinguishing Agents – Materials used to put out fires. Extinguishing agents used at the Facilities and job sites are water, dry chemical and carbon dioxide.

Portable Fire Extinguisher – Hand-held fire extinguishing equipment that one person can readily use.

Inspection – As used in this program, “inspection” is a quick check to ensure that fire fighting equipment is in its designated place, is accessible, has not been tampered with or activated and is not damaged.

Maintenance – As used in this program, “maintenance is a thorough check of fire-fighting equipment, usually performed annually. This program uses “maintenance” and “service” interchangeably.

Hydrostatic Test – A pressure test to ensure that fire extinguishers and hoses are capable of holding the pressure for which they are designed.

Incipient-stage Fire – A fire in the initial or beginning stage of burning. Incipient-stage fires can be controlled or extinguished by portable fire extinguishers or small fire hoses without the need for protective clothing or breathing apparatus.

III. GENERAL RESPONSIBILITIES

Facility Manager’s and Onsite Supervisor’s, fire service companies and employees each have their responsibilities for fire protection equipment.

Facility Manager’s and Onsite Supervisor’s have the following responsibilities for fire protection equipment:

1. See that fire-extinguishing equipment is available and will operate.
2. Perform a daily visual check to ensure that the fire-protection equipment is in place and not blocked or damaged.

-
3. Conduct monthly inspections of equipment and maintain inspection documentation.
 4. Conduct monthly visual inspection of Fire Fighting Equipment on all Company Vehicles.

Fire equipment service companies that service the facilities and field operations fire protection equipment have the following responsibilities:

1. Perform annual maintenance service on all fire equipment such as hand-held fire extinguishers and wheeled fire extinguishers.
2. Conduct hydrostatic tests on fire extinguishers.
3. Maintain all records of their inspections, service, tests and maintenance on all fire-fighting equipment.

Raider Environmental Services, Incorporated's employees have the following responsibilities for fire-protection equipment:

1. Report missing, damaged or expended fire equipment to the Facility Manager or Onsite Supervisor immediately.
2. Keep access to fire-fighting equipment clear at all times.
3. Advise the Facility Manager or Onsite Supervisor immediately if a access way must be closed or an area barricaded which will prevent access to fire-fighting equipment.

IV. PORTABLE FIRE EXTINGUISHERS

Portable fire extinguishers, because of their short period of discharge, are designed for small, incipient-stage fires. They are selected based on:

1. Type of fire that could occur;
2. Type of operation; and
3. Number of employees who might be available for fire fighting.

One person can easily use a hand-held extinguisher, such as the 20-pound dry-chemical type or the CO₂ extinguisher.

Wheeled fire extinguishers are located in areas with greater fire potential, since they have much more capacity than hand-held extinguishers. One person can use a 150-pound wheeled extinguisher, if he or she is trained in its operation. The locations of the wheeled fire extinguishers are as follows:

1. Water Treatment Facility located in Opa-Locka, Florida

Raider Environmental Services, Incorporated employees must keep spare fire extinguishers available for fire watch and standby use where they are working. These extinguishers must be identified by special markings.

Contractors and Subcontractors must provide their own fire extinguishers for use by their watches.

A. Location of Portable Fire Extinguishers

Locate portable fire extinguishers to minimize distance. However, *do not* locate them so close that they would not be accessible in case of a fire.

Travel distance requirements are based on the type of hazard.

1. For Class A fires (wood, paper, etc.), place a fire extinguisher so maximum travel distance is 75 feet.
2. For Class B fires (flammable or combustible liquids), maximum travel distance from the hazard area to an extinguisher is 50 feet.

You can find where fire extinguishers and hydrants are located at the Facilities by using:

1. The Facility Pre-Fire Plan

The following guidelines apply to portable fire extinguishers:

1. Locate near doors or other avenues of access when possible.
2. Select locations visible from several directions.
3. Clearly mark locations.
4. Keep access to fire equipment clear at all times.
5. Do not store anything in front of a fire extinguisher or hang anything from one.

Follow these guidelines for mounting and storing portable fire extinguishers:

1. Do not place fire extinguishers on the floor, pavement or ground due to danger of bottom corrosion. It is best to hang them so that the top of the extinguisher is no more than 42 inches above the floor or ground.

-
2. Extinguishers on trucks should be mounted horizontally whenever possible to minimize compaction caused by constant vibration. See Section (IV)(E) for additional requirements.

B. Inspecting Fire Extinguishers

Inspect all fire extinguishers at least monthly at RES facilities. During the Pre-Trip inspections of all Vehicles fire Extinguishers need to be checked. Extinguishers in dirty or corrosive atmospheres may need more frequent inspections.

Follow these steps when inspecting portable fire extinguishers:

1. Make sure the extinguisher is in place and access is clear. Location must be highlighted and visible from several directions.
2. Check that no one has tampered with the extinguisher and that the seal and pin, if required are intact. If the extinguisher is the cartridge type model with a plastic indicator on top, make sure the indicator is not showing.
3. Check the annual maintenance tag and it is intact and the date is within the last 12 months.
4. Check that the hose is not severely cracked, broken or damaged.
5. For stored pressure units, check the gauge to ensure that the pressure is adequate.
6. Visually inspect the extinguisher for damage, rust or corrosion particularly on the bottom.
7. For the cartridge type extinguishers, ensure that the nozzle works freely and is clear of restrictions.
8. Check that the instruction label is intact and legible.
9. Check that the protective covering is in place, if provided.
10. Inform Facility Manager's or Onsite Supervisor's of any deficiencies that cannot be corrected on the spot.
11. Document the monthly inspection.

Whenever a portable extinguisher is sent to the fire extinguisher service company for service or repair, a replacement must be hung in its place.

Inspect wheeled fire extinguishers monthly.

Follow these steps when inspecting a wheeled extinguisher:

1. Check that the gauge pressure is 1500 psi or higher.
2. Check that the high-pressure hoses are not cracked, cut or damaged.
3. Check that the supply hose is coiled correctly on the hose holder.
4. Check that the nozzle handle works freely and is free of dirt and debris.
5. Check that the wheels are not damaged, turn freely and are lubricated as necessary.
6. Check that the cover is in place and nothing obstructs the unit.
7. Check that the annual service tag is intact and is dated within the last 12 months.
8. Document the monthly inspection.

All portable and wheeled extinguishers must receive a complete service at least annually. A qualified firm that specializes in servicing fire-fighting equipment must perform this service.

C. Hydrostatic Testing

Special testing firms perform hydrostatic testing. This procedure tests the strength and integrity of the tanks used to hold fire-extinguishing agent in a portable fire extinguisher.

Have extinguishers hydrostatically tested at the following intervals:

1. Dry Chemical: Every 12 years
2. Dry Chemical mounted on a vehicle: Every 5 years
3. CO₂: Every 5 years

The following requirements apply to hydrostatic testing:

1. Any extinguisher with a damaged or rust-pitted shell should be taken out of service and tested as soon as the problem is identified.

-
2. Only a qualified outside firm with trained staff and appropriate equipment, facilities and service manuals may perform hydrostatic tests.
 3. Date and year of the hydrostatic test must be stamped into the cylinder shell or otherwise identified on the extinguisher.

D. Record Keeping

Records are required for fire extinguisher annual service and monthly inspections.

As a record of annual service each fire extinguisher should have a securely attached tag showing:

1. Monthly and year annual service was performed.
2. Initials of person performing service.
3. If the extinguisher was recharged.

Keep inspection checklists on file for at least 2 years.

E. How to Use a Portable Fire Extinguisher

In case of fire, prompt action is essential. After making sure that the fire has been reported, call for help and try to rescue anyone who may be trapped. If the fire is still in the incipient stage and grab the nearest fire extinguisher and attempt to extinguish the flames.

Follow these steps to use a portable fire extinguisher:

1. Lift the extinguisher from the hanger carefully.
 - a. Keep back straight.
 - b. Lift with your legs.
 - c. Carry extinguisher in the left hand (or right if left handed).
2. If the extinguisher is truck-mounted, invert it and lightly tap it on the ground before using. This helps loosen any material compacted by the truck's vibration.
3. Break the seal on the extinguisher.
 - a. Cartridge Type Dry Chemical

-
- i. Remove the hose and break the seal.
 - ii. Pull the pin if necessary.
 - iii. With the nozzle and extinguisher pointed away from the body and hit the plunger.
- b. Stored Pressure Type
- i. Squeeze the handle and break the seal.
4. Before attacking the fire make sure the nozzle will discharge. Squeeze the nozzle or handle for a short burst.
 5. Approach upwind and have a backup person if possible.
 6. Apply extinguishing agent in the front of and below the leading edge of the fire. Do not apply the extinguishing agent directly into the fuel or fire.
 7. Sweep the nozzle back and forth working your way from front to rear.
 8. After the fire is extinguished always back away. Always be alert for a re-flash.

V. EXTINGUISHING AGENTS

Agents used to extinguish fires are dry chemical, carbon dioxide (CO₂) and water. Each distinctive characteristics and uses in fighting fires.

A. Dry Chemical

Dry chemical fire extinguishers come in two types: ABC and BC.

Use the ABC type dry chemical fire extinguishers on fires involving:

1. Flammable or combustible liquids or gases;
2. Electrical equipment;
3. Combustible materials (wood, paper, cloth etc.).

Use the BC type dry chemical fire extinguishers on small fires involving:

1. Flammable or combustible liquids or gases
2. Electrical equipment

Dry chemical extinguishers are not effective as water on deep seated fires in ordinary combustibles.

Use only dry chemical extinguishers for fire watch or standby. You may use a pressurized hose for backup.

B. Carbon Dioxide (CO₂)

CO₂ is a liquified gas stored under pressure, which vaporizes when released. It smothers the fire by excluding air.

CO₂ is best suited for indoor use. It is of limited value where wind or draft can affect the flow of the gas. Use CO₂ extinguishers:

1. Where water damage or fouling of delicate equipment is not an option.
2. Where cleanup is a consideration.
3. In a lab.
4. At a motor control center.

C. Water

Water is most effective on combustible material fires and is the best extinguishing agent on large fires.

Water is delivered through:

1. Portable fire extinguishers
2. Wheeled fire extinguishers
3. Fire hydrants located in and near the Facilities or job sites

VI. FIRE HYDRANTS

Fire hydrants usually have connections for 1 ½" and 2 ½" fire hose and a 4 ½" suction hose.

The city or county is responsible for maintaining hydrants located on city or county property. If a city or county hydrant is damaged or leaking, report it to the appropriate agency.

A. Inspecting Facility Fire Hydrants

Each fire hydrant inside the terminal should be inspected monthly.

Use the following procedure for inspecting fire hydrants inside the terminal:

1. Check that access to the hydrant is clear and that the hydrant and valves are in working order.
2. Open 1 ½" and 2 ½" valves to ensure that they open easily.
3. Check hydrant for leaks.
4. Check that thread protector caps are in place. Twist caps to be sure they are not frozen. Lubricate caps if necessary.
5. Check that spanner wrench is chained to the hydrant.
6. Record monthly inspection results.

VII. FIRE ALARM

Some facilities have an alarm to alert occupants of a fire or other major emergency where evacuation may be necessary. The alarm must be clearly audible throughout the terminal. It should be tested monthly to ensure that it is operational and can be heard.

VIII. TRAINING

Employees expected to use fire protection equipment at a Facility or job site must receive training upon initial employment and annually thereafter.

The training must include:

1. General principles of fire extinguisher use.
2. Hazards involved in incipient-stage fire fighting.
3. Training on specific equipment trainee is expected to use.

Raider
ENVIRONMENTAL SERVICES

Medical Surveillance Programs

TABLE OF CONTENTS

	<u>Page</u>
SECTION I – HAZARDOUS WASTE MONITORING EXAMINATION.....	1
A. HAZWOPER Medical Evaluation	1
SECTION II – ASBESTOS MEDICAL SURVEILLANCE & SCREENING	1
A. Medical Screening.....	1
B. Medical Surveillance.....	2
SECTION III – LEAD MEDICAL SURVEILLANCE & MEDICAL REMOVAL	3
A. Initial Medical Surveillance	3
B. Medical Surveillance Program	3
SECTION IV – BENZENE MEDICAL SURVEILLANCE.....	3
A. Initial Medical Surveillance	4
B. Annual Examinations	4
SECTION V – RESPIRATOR MEDICAL SURVEILLANCE	5
A. Medical Evaluation Procedures	5
B. Follow-Up Medical Examination.....	5
C. Employee Information provided to the Medical Review Officer	6
D. Medical Determination	6
E. Additional Medical Evaluations may be necessary.....	6
APPENDIX A – APPENXIX C TO SECTION 1910.134: OSHA RESPIRATOR.....	5
MEDICAL QUESTIONNAIRE (MANDATORY)	

Medical Surveillance Programs

I. HAZARDOUS WASTE MONITORING EXAMINATION

A. HAZWOPER Medical Evaluation

Only required and applicable to employees conducting cleanup or other HAZMAT Operations as described by 20 CFR 1910.120 (f)(2) – Hazardous Waste Operations and Emergency Response.

Baseline, annual, post-exposure and exit physicals to include:

1. Medical, Occupational, Surgical and Family Health History, Hands-on Physical Exam, Blood Pressure, Vision (Titmus), Hearing (Audiogram). DOT card and physical exam form must also be included with this physical.
2. Urinalysis
3. Blood Chemistry Profile/CBC (Benzene Standard): CBC (including Hemoglobin, Hematocrit or HCT and desired Erythrocyte Indices), Fasting SMAC 12 including – Total Cholesterol, Glucose, Bilirubin, SGOT, LDH, Phosphorous, Calcium, BUN Total Protein, Albumin, Alkaline Phosphates, Uric Acid.
4. Heavy Metals: Lead, Mercury and Chromium
5. Cadmium Standard (Blood Urine)
6. Chest X-Ray (2 views) – Read by Board-Certified Radiologist
7. Pulmonary Function Test
8. EKG: For employees over forty (40) or considered high risk.

II. ASBESTOS MEDICAL SURVEILLANCE AND SCREENING

A. Medical Screening

Prior to beginning a work assignment involving Asbestos Containing Material (ACM), Facility Managers must ensure a Medical Examination is completed for the employee(s) performing the work. The initial Medical Examination must include:

1. Medical and Work History with special emphasis directed to the pulmonary cardiovascular and gastrointestinal systems.

2. Standardized Medical History Questionnaire.

3. ~~Physical examination directed to the pulmonary and gastrointestinal systems, including a chest X-Ray to be administered at the discretion of the Physician.~~
4. Pulmonary function tests to include forced vital capacity (FVC) and forced expiratory volume at 1 second.
5. Any additional tests deemed appropriate by the examining Physician.

The Medical Review Officer will review the above items and determine if the employee is physically able to do the work and use respiratory equipment.

B. Asbestos Medical Surveillance

Employees will be included in the Asbestos Medical Surveillance Program if any of the following exist:

1. Employees perform a combined total of more than 30 days per year of Class II or Class III work. One day is defined as 1 hour or more of work in a 1-day period.
2. Employee exposure levels are over the PEL.
3. Employees are required to wear negative pressure respirators.
4. Medical surveillance for 1 or 2 above shall include:
 - a. A medical and work history.
 - b. Abbreviated Standardized Questionnaire.
 - c. Physical exam including a chest X-Ray.
 - d. Any other exams or tests deemed necessary by the Medical Review Officer.
 - e. Medical surveillance for 3 will require a determination by Medical Review Officer, that the employee is physically able to do the work and use respiratory equipment.

III. LEAD MEDICAL SURVEILLANCE AND MEDICAL REMOVAL PROGRAMS

A. Initial Lead Medical Surveillance

Initial Blood analysis for total lead and zinc protoporphyrin (ZPP) will be done for any employee occupationally exposed on any day to lead at or above the action level.

B. Lead Medical Surveillance Program

Employees exposed to greater than the action level for 30 or more days in any consecutive 12 months will be included in the medical surveillance program. The following must be conducted:

1. Biological Monitoring for blood lead and ZPP levels.
2. Medical examinations to include:
 - a. Detailed work and medical history.
 - b. Physical examination.
 - c. Urinalysis with microscopic examination.

Note: If an employee's blood level reaches 50 ug/dl (deci-liter) blood, the employer must remove the employee from all lead work where potential exposure is above the action level until the employee's blood level drops below 40 ug/dl of blood. All other details of the medical surveillance, removal and reinstatement of the employee will be observed per 29 CFR 1926.62 Appendix C.

IV. BENZENE MEDICAL SURVEILLANCE

The following employees are subject to the Benzene Medical Surveillance Program:

1. Employees potentially exposed to benzene at or above the action level of .5 ppm, 8-hour TWA for 10 or more days per year.
2. Employees potentially exposed to benzene at or above the PEL of 1 ppm, 8-hour TWA for 10 or more days per year.
3. Employees who develop signs and symptoms commonly associated with toxic exposure to benzene.
4. Employees exposed to an emergency situation involving a benzene containing material.

A. Initial Benzene Medical Surveillance

A detailed occupational history, that includes:

1. Past work exposure to benzene or any other hematological toxins.
2. A family history of blood disorders to include neoplasms (cancer), genetic hemoglobin abnormalities, and abnormal function of formed blood elements.
3. A history of renal or liver dysfunction.
4. A history of medical drugs taken routinely.
5. A history of previous exposure to ionizing radiation.
6. Exposure to marrow toxins outside of the current work situation.
7. A complete physical examination.
8. A complete blood count including a leukocyte count with differential, a quantitative thrombocyte count, hematocrit, hemoglobin, erythrocyte count and erythrocyte indices (MCV, MCH, MCHC).
9. Additional tests as required by the examining Physician.

B. Annual Examinations

Annual Examinations to include:

1. A brief history regarding any new exposure to potential marrow toxins, changes in medicinal drug use and the appearance of physical signs relating to blood disorders.
2. A complete blood count including a leukocyte count with differential, a quantitative thrombocyte count, hematocrit, hemoglobin, erythrocyte count and erythrocyte indices (MCV, MCH, MCHC).
3. Additional tests as requested by the examining physician.

V. RESPIRATOR MEDICAL SURVEILLANCE

It is the intent of Raider Environmental Services, Incorporated to meet the requirements of 29 CFR 1910.134(e). Raider Environmental Services, Incorporated will ensure that all medical examinations and procedures are provided without cost to the employee and as a reasonable time and place. All employees who are required to use or have the potential to use a respirator during their duties shall be included in medical surveillance under this program.

1. A medical evaluation or a specific medical examination must be completed to determine the employee's ability to use a respirator before the employee is fit tested or the employee is required to use the respirator in the workplace. The Respirator Medical Evaluation Questionnaire (Appendix A) or medical exams that obtains the same information as the questionnaire will be conducted on an annual basis.
2. The only type of respiratory protection approved by Raider Environmental Services, Incorporated is a Full Face Respirator. The use of this type of mask will allow upgraded protection to the employee by protecting the face and the eyes.

A. Medical Evaluation Procedures

The Medical Review Officer should perform the medical evaluation using the OSHA Respirator Medical Evaluation Questionnaire or equivalent medical evaluation.

Note: When employee's only respirator use is for escape purposes, it is not necessary to provide a medical evaluation.

B. Follow-Up Medical Examination

1. A follow-up medical examination or interview must be provided for an employee whose initial medical examination demonstrates the need for a follow-up medical examination or the employee will not be allowed to use the respirator.
2. This medical examination shall include any medical tests, consultations or diagnostic procedures that the Medical Review Officer deems necessary to make a final determination.

C. Employee Information provided to the Medical Review Officer

1. The Employee Information provided to the Medical Review Officer should be completed in order to provide appropriate information to the Medical Review Officer before a recommendation is determined concerning an employee's ability to use a respirator. Also, a copy of the revised 29 CFR 1910.134 and a copy of the written Respiratory Protection Program must be submitted to the PLHCP prior to evaluating the employee.
2. A new Medical Review Officer must be provided with a copy of these procedures prior to conducting medical evaluations.

D. Medical Determination

1. Following the evaluation or examination, a written recommendation regarding the employee's ability to use the respirator must be provided by the Medical Review Officer. The recommendation shall provide the following information:
 - a. Any limitations on respirator use related to the medical condition of the employee or relating to the workplace conditions in which the respirator will be used, including whether or not the employee is medically able to use the respirator;
 - b. The need, if any, for follow-up medical evaluations; and
 - c. A statement that the Medical Review Officer has provided the employee with a copy of the Medical Review Officer's written recommendation.

E. Additional Medical Evaluations may be necessary if:

1. An employee reports medical signs or symptoms that are related to his/her ability to use a respirator
2. A Medical Review Officer, Safety Manager and Human Resource Coordinator inform the employer that an employee needs to be reevaluated.
3. Information from the Respiratory Protection Program, including observations made during fit testing and program evaluation indicates a need for employee evaluation.
4. A change occurs in workplace conditions (e.g., physical work effort, protective clothing and temperature) that may result in a substantial increase in the physiological burden placed on an employee.

U.S. DEPARTMENT OF HOMELAND SECURITY U.S. COAST GUARD CG-835 (Rev. 03-10)		Vessel/Facility Inspection Requirements			
Date of Inspection 10 MAR 21		COTP/OCMI Zone SECTOR MIAMI			
Vessel/Facility Name RACER ENVIRONMENTAL		QN/EIN MIAMI 1587		Inspection Type 154 ANNUAL	
You must inform the inspecting officer when the following item(s) have been corrected:					
Description		Cite		Due Date	
HOSES WERE NOT MARKED WITH MAWP OR DATE OF LATEST TEST		33CFR154.500 (F) ²		24 MAR 21	
ALTERNATE QI DID NOT HAVE THE KNOWLEDGE REQUIRED FOR THE POSITION		33CFR 154.1026 (b)(4)		24 MAR 21	
FACILITY DID NOT KEEP RECORDS FOR TRAINING OF THE PICs		33CFR 154.710 (C)		24 MAR 21	
NOT CONDUCTED QI NOTIFICATIONS QUARTERLY		154 33CFR 154.1055 (a)(1)		24 MAR 21	
Vessel/Facility Representative: <i>[Signature]</i>		Sign: <i>[Signature]</i>			
USCG Inspector: (print) MST3 FRANCIS SANTIAGO		Email: FACMIAMI@USCG.MI			
Phone: 786-295-9023					

U.S. Dept. of Homeland Security, USCG, CG-835, Rev. 03-10

MASTER/REPRESENTATIVE

July 31st, 2021

Broward County
Port Everglades Department
1850 Eller Drive,
Fort Lauderdale, FL 33316

In response to your letter dated July 30th, 2021. Raider offer the following response.

Company History.

Since March of 2020, Raider has barely offered any Maritime Services due to COVID-19. Raider has greatly suffered due to the Pandemic and has had zero activity within Port Everglades for almost 2 years now. We hope to see things changes and for Raider to return to business as usual at some point in 2022. Raider has focused on other sources of work for the past two years, mostly focusing on infrastructure work.

Raider has not purchased any new equipment in the past 2 years due to COVID-19. Our fleet has essentially remained unchanged. Please see attached fleet list.

Please see attached Broward County local tax receipt.

In reference to our US Coast Guard Inspection on March 10th, 2021. No violations were cited. 3 items were found in need of corrections which took place within the following week. Hoses were updated with new identification tags with operating pressures. Alternate QI was re trained to update his knowledge requirement for the position. Training logs were updated to reflect the updated training . None of these issues resulted in a violation.

Please see attached statement of commitment to environmental protection and Promoting growth at port everglades as well as our Broward County local business tax, our FDEP Permits and our FDEP terminal facility discharge prevention and response certificate as requested.

Please note our Broward County Business tax receipt expires sept 30, 2021 therefore we include our Miami dade permit which expires in 2022.

Respectfully,

Steve

U.S. Department of
Homeland Security

United States
Coast Guard



Commandant
United States Coast Guard
PORT EVERGLADES DEPARTMENT
BUSINESS ADMINISTRATION
2019 MAY -8 PM 4:37

2703 Martin Luther King Jr., Ave., SE
Stop 7501
Washington, DC 20593-7501
Staff Symbol: CG-INV-3
Phone: (202) 372-1283
Fax: (202) 372-8366
Email: Ternia.r.Pipkins@uscg.mil

5720
FOIA 2019-CGFO-01262
April 30, 2019

Ms. Angela Osorno Belleme
Port Everglades Department
1850 Eller Dr., Suite 603
Ft. Lauderdale, FL 33316-4201

Dear Ms. Osorno Belleme:

This letter is in response to your Freedom of Information Act (FOIA) request of March 21, 2019, for any environmental infractions, fines, penalties, and resolutions involving Tethys Supply and Marketing, LLC, SOS Security, LLC, or Raider Environmental Services of Florida, Inc. occurring from March 1, 2014 to present. This office received your request on March 27, 2019.

A search of the Marine Information for Safety and Law Enforcement (MISLE) database found no environmental infractions, fines, penalties, and resolutions involving Tethys Supply and Marketing, LLC or SOS Security, LLC occurring from March 1, 2014 to present. The search looked for any environmental infractions, fines, penalties, and resolutions involving Tethys Supply and Marketing, LLC, SOS Security, LLC occurring from March 1, 2014 to present. The search was conducted on keywords: Tethys Supply and Marketing, LLC or SOS Security, LLC occurring from March 1, 2014 to present. This records search was conducted on April 29, 2019 by Ms. Ternia Pipkins, IT Specialist, of Commandant (CG-INV-3). We conducted a reasonable search for records responsive to your request and conclude there are no responsive records.

This is not a denial. You may appeal the adequacy of our search. Your appeal must be made in writing and you must submit it within 90 days from the date of receipt of this letter. Your letter should indicate that you are making an appeal based on a "no records" determination of a request made under the Freedom of Information Act and the envelope should be prominently marked "FOIA Appeal." Include in your appeal the reason(s) why you believe the search was inadequate and a copy of this letter. Send your appeal to:

Commandant (CG-611)
U.S. Coast Guard
Attn: FOIA/PA Officer
2703 Martin Luther King Jr. Ave., SE, STOP 7710
Washington, DC 20593-7710

While an adequate search was conducted, if you need any further assistance or would like to discuss any aspect of your request, please contact the (Unit/Directorate) that processed your request. You may send an e-mail to efoia@uscg.mail, call 202-475-3522, or you may contact our FOIA Public Liaison in the same manner. Additionally, you have a right to seek dispute resolution services from the Office of Government Information Services (OGIS) which mediates disputes between FOIA requesters and Federal agencies as a non-exclusive alternative to litigation. If you are requesting access to your own records (which is considered a Privacy Act request), you should know that OGIS does not have the authority to handle requests made under the Privacy Act of 1974. You may contact OGIS as follows: Office of Government Information Services,

5720
FOIA 2019-CGFO-01262
April 30, 2019

National Archives and Records Administration, 8601 Adelphi Road-OGIS, College Park, Maryland 20740-6001, e-mail at ogis@nara.gov; telephone at 202-741-5770; toll free at 1-877-684-6448; or facsimile at 202-741-5769.

Per your written correspondence on March 21, 2019, it is our understanding that you do not request the following information: names of junior Coast Guard personnel and tax identification numbers. We are granting your request under the FOIA, Title 5 U.S.C. § 552, as amended, and DHS' implementing regulations, 6 CFR Chapter I and Part 5. After carefully reviewing the environmental enforcement actions involving Raider Environmental Services of Florida, Inc. occurring from March 1, 2014 to present, I determined that they are appropriate for public release.

Provisions of the FOIA allow us to recover part of the cost of complying with your request. In this instance, because the cost is below \$14 minimum, there is no charge.

We have enclosed all of the available information requested in your letter of March 21, 2019. If this does not reflect your understanding, please advise me in writing within twenty days from the receipt of this letter. You may send an email to efoia@uscg.mil, call 202-475-3522, or you may contact our FOIA Public Liaison in the same manner.

Sincerely,



D. PATTERSON
Chief, Data Administration Division
U.S. Coast Guard
By direction

Enclosure: (1) Marine Information for Safety and Law Enforcement printouts
(2) Enforcement Report number 5752301
(3) (008) Pages Released

Copy: CG-DCO Directorate FOIA Coordinator

Preliminary Letter of Warning Activity # 5752301

UNITED STATES OF AMERICA		
DEPARTMENT OF HOMELAND SECURITY		UNITED STATES COAST GUARD
Charged Party Raider Environmental Services of Florida, Inc.	Enforcement Activity # 5752301	Originating Unit MSD PrtCanvrl
Enforcement Summary	Violation Location Cruise Terminal 10, Port Canaveral FI	
	Violation Date 04 Jun 2018	

Summary of Current Violation(s)		
Law/Reg	Description	Recommended Penalty
33 CFR 156.120	Failure to comply with requirements for oil transfer.	Warning

Narrative Overview of the Activity
<p>On 04JUN18, I conducted an inspection on Raider Environmental Services transfer operations. Code of Federal Regulations (CFR) describes a transfer as "means any movement of oil or hazardous material to, from, or within a vessel by means of pumping, gravitation, or displacement." Raider Environmental Services has the capacity/capability to conduct over the water transfers of over 250 barrels (10,500 gallons) to vessels. The transfer being conducted was an offload of approximately 6,000 gallons of oily sludge from the NORWEGIAN SUN (IMO 9218131) to Raider Environmental Services tank truck, see exhibit 003. Before any transfers can be conducted, a Declaration of Inspection (DOI), see exhibit 001, must be conducted between the vessel and facility attesting to all the requirements of Code of Federal Regulations (CFR) 33 Part 156.120. The DOI is a form which provides a list of the requirements that both the person in charge (PIC) for the vessel and facility must sign to acknowledge that the requirements of 33CFR156.120 were met. Upon conducting the inspection, it was discovered that the transfer hose in use had defects, see exhibits 004 & 006. Code of Federal states no person shall conduct an oil or hazardous material transfer operation unless each transfer hose has no unrepaired loose covers, kinks, bulges, soft spots, or any other defect which would permit the discharge of oil or hazardous material through the hose material and no gouges, cuts, or slashes that penetrate the first layer of hose reinforcement. Exhibits 004 & 006 of the transfer hose in question shows defects, kinks, and cracks. Exhibit 005, shows a comparison between a hose with defects versus one without defects. Upon completion of the inspection, I presented the PIC of Raider Environmental Services with my findings. The findings can be found on U.S. Coast Guard Pollution Prevention Compliance Report, see exhibit 002.</p> <p>Raider Environmental Services chose to conduct an oily sludge transfer signing off on a Declaration of Inspection that failed to capture the apparent defects in their transfer hose. Per exhibit 007, Corporate Office/Owner acknowledges the condition of the hose in question and in response alert a fleet wide assessment of all their hoses and the purchasing of new hoses. Per exhibit 007, Raider Environmental Services' Corporate Office also brought awareness to the fact its company practice to remove any hoses that are in fair or poor condition from over the water transfer operation. However, on 04JUN18, a hose in arguable fair condition was used during a transfer operation with NORWEGIAN SUN. The PIC for Raider Environmental Services signed a DOI acknowledging the condition of the hose, proceeded to conduct a transfer all the while failing to follow company practice which is identified in exhibit 007 is to remove hoses in fair and poor condition from any over the water transfer operations. I recommend a civil penalty in the amount of \$1,500 to Raider Environmental Services for conducting an over the water transfer with a hose that had visible defects.</p> <p>//s/ [REDACTED] MST/E-4//</p>

Charged Party's Particulars		
Name	Capacity in which Charged	Tax ID

Preliminary Letter of Warning Activity # 5752301

Raider Environmental Services of Florida, Inc.		owner	
Street 4103 NW 132nd St			
City Opa-Locka	State FL	Zip 33054	Country US
Phone (Primary) (305)994-9949		Fax	

Involved Subjects		
Facility Name Raider Environmental Services	ID SYS-100085440	Role Inspected Facility
Waterway Name Port Canaveral Harbor	Local Name MM 1-3, West Turning Basin and Harbor	Description Canaveral Barge Canal from Canaveral Locks t

Other Involved Parties (besides Charged Party)	
Name Raider Environmental Services of Florida, Inc.	
Role Subject of Investigation	Tax ID [REDACTED]

Past Violation(s) History				
Law/Reg	Description	Violation Date (Activity #)	Finding	Penalty
33 CFR 151.15	Failure to report a discharge or probability of a discharge.	03 Nov 2012 (4496809)	Dismissed w/out Prejudice	\$0
33 CFR 151.15	Failure to report a discharge or probability of a discharge.	03 Nov 2012 (4496809)	Dismissed w/out Prejudice	\$0
33 USC § 1321(b)(3)	Discharge of oil or a hazardous substance into the navigable waters of the United States, adjoining shoreline, or contiguous zone.	03 Nov 2012 (4496809)	Proved	\$250
33 USC § 1321(b)(3)	Discharge of oil or a hazardous substance into the navigable waters of the United States, adjoining shoreline, or contiguous zone.	03 Nov 2012 (4496809)	Proved	\$250

Preliminary Letter of Warning Activity # 5752301

1st Charge	
Law or Regulation Cite	33 CFR 156.120
Description	Failure to comply with requirements for oil transfer.
Statutory Authority	33 U.S.C. 1321(j)
Max Penalty	\$88613
Recommended Penalty:	Warning
Date of the Violation	04 Jun 2018
Location	Cruise Terminal 10, Port Canaveral Fl

Details of the Violation

Jurisdictional Elements

PERSON: A person conducting an oil or hazardous material transfer.

PLACE: Navigable waters or contiguous zone of the U.S. for each vessel with a capacity of 250 barrels or more.

1. Raider Environmental Services of Florida, Inc. is charged as the owner of Raider Environmental Services.
2. Port Canaveral Harbor is U.S Navigable Waterway.

Factual Elements

ACT: 1. The vessel's moorings are strong and secure and allow for adjustments.

2. Transfer hoses and loading arms allow the vessel to move to the limits of its moorings.
3. Each hose is supported.
4. The transfer system allows the flow of oil or hazardous material.
5. Unnecessary parts of the transfer system are shut or blanked off.
6. Hoses and loading arms not connected for the transfer are blanked off.
7. The transfer system is attached to fixed connection on the vessel and facility except when a vessel is receiving fuel.
8. All overboard discharge or sea suction valves connected to the system is sealed or lashed in the closed position except for ballast operations.
9. Each transfer hose has no defects.
10. Each transfer hose meets the requirements in 154.500 and 154.510.
11. Each connection meets 156.130.

Preliminary Letter of Warning Activity # 5752301

12. Monitoring devices are installed and operating properly.
13. Discharge containment equipment is readily accessible or deployed.
14. Discharge containment is in place and periodically drained to provide the required capacity.
15. Each drain and scupper is closed by mechanical means required.
16. All connections in the transfer system are leak free except within containment limits.
17. Communications are operable.
18. Emergency shutdown is in place and operable.
19. There is a person in charge at the transferring vessel or facility and receiving vessel or facility.
20. Each person in charge is at the site of the transfer operation and available; has a copy of the facility operations manual or vessel transfer procedures; and, conducts the transfer operation in accordance with the manual or procedures.
21. The personnel required to conduct the transfer operation are on duty and conduct the operation in accordance with the facility operations manual or vessel transfer procedures.
22. One person is at the site that speaks the language of both persons in charge.
23. The persons in charge held a conference to understand the identity of the product; sequence of transfer operations, transfer rate; name, title and location of each person involved in the operation; details of each transferring and receiving operation;
critical stages of the operation; federal, state and local requirements; emergency procedures; discharge containment procedures; discharge reporting procedures; watch or shift arrangement; transfer shutdown procedures; and, a predetermined frequency.
24. Persons in charge agree to begin the transfer operation.
25. Between sunset and sunrise there is appropriate lighting.
26. Transfer operation with vapor emissions must have the following verified by the person in charge:
manual valves in the vapor collection system is in the right position; vapor collection hose or arm is connected to the vessel's vapor connection;
electrical insulating device is in position; initial loading rate and maximum transfer rate are determined; maximum and minimum pressure are determined; tank barge overfill system is connected and operating; the alarm and automatic shutdown system have
been tested and analyzers have been checked for calibration by use of a span gas; each vapor recovery hose has no defects; and, oxygen content of vessel's cargo tank, if inerted, is at or below 8 percent by volume.
27. The overfill device oil transfer operations into a cargo tank is installed and operating properly.
28. Smoking is not permitted except in designated areas.
29. Welding, hot work operations and smoking are prohibited on vessels during transfer of flammable or combustible materials except in designated areas.

Preliminary Letter of Warning Activity # 5752301

1. 33 Code of Federal Regulations Part 156.120(i) states, "Each transfer hose has no unrepaired loose covers, kinks, bulges, soft spots, or any other defect which would permit the discharge of oil or hazardous material through the hose material and no gouges, cuts, or slashes that penetrate the first layer of hose reinforcement ("reinforcement" means the strength members of the hose, consisting of fabric, cord and/or metal)". Raider Environmental Services conducted an over the water transfer operation of oily sludge with the cruise vessel NORWEGIAN SUN where the transfer hose in use exhibited multiple defects.

Exhibit Label: 6433682 - [REDACTED] - 001

Evidence Desc: Declaration of Inspection between facility Person in Charge and vessel Person in Charge

Exhibit Label: 6433682 - [REDACTED] - 002

Evidence Desc: Transfer Monitor conducted by USCG Facility Inspectors

Exhibit Label: 6433682 - [REDACTED] - 004

Evidence Desc: Photograph of Raider's Transfer Hose with kink

Exhibit Label: 6433682 - [REDACTED] - 005

Evidence Desc: Photograph of Raider's degraded transfer hose (left), compared to Colonial Fuels transfer hose (right)

Exhibit Label: 6433682 - [REDACTED] - 006

Evidence Desc: Photograph of Raider's Transfer hose with defects

Exhibit Label: 6433682 - [REDACTED] - 007

Evidence Desc: Notice of Violation Denial Letter presented by Raider Environmental Services

Exhibit Label: 6433682 - [REDACTED] - 008

Evidence Desc: Facility Inspector Statement

Preliminary Letter of Warning Activity # 5752301

Preliminary Letter of Warning Activity # 5752301

The Coast Guard has introduced the following exhibits:

1. Exhibit Label: 6433682 - [REDACTED] - 008

Evidence Desc: Facility Inspector Statement

Exhibit Desc:

2. Exhibit Label: 6433682 - [REDACTED] - 004

Evidence Desc: Photograph of Raider's Transfer Hose with kink

Exhibit Desc:

3. Exhibit Label: 6433682 - [REDACTED] - 002

Evidence Desc: Transfer Montior conducted by USCG Facility Inspectors

Exhibit Desc:

4. Exhibit Label: 6433682 - [REDACTED] - 006

Evidence Desc: Photograph of Raider's Tranfer hose with defects

Exhibit Desc:

5. Exhibit Label: 6433682 - [REDACTED] - 001

Evidence Desc: Declaration of Inspection between facility Person in Charge and vessel Person in Charge

Exhibit Desc:

6. Exhibit Label: 6433682 - [REDACTED] - 003

Evidence Desc: Advance Notice of Transfer sent by Raider Environmental Services

Exhibit Desc:

7. Exhibit Label: 6433682 - [REDACTED] - 005

Preliminary Letter of Warning Activity # 5752301

Evidence Desc: Photograph of Raider's degraded transfer hose (left), compared to Colonial Fuels transfer hose (right)

Exhibit Desc:

8. Exhibit Label: 6433682 - [REDACTED] - 007

Evidence Desc: Notice of Violation Denial Letter presented by Raider Environmental Services

Exhibit Desc:



Department of Regulatory and Economic Resources

Environmental Resources Management

701 NW 1st Court, 6th Floor

Miami, Florida 33136-3912

T 305-372-6902 F 305-372-6630

miamidade.gov

August 4, 2021

Steve Obst, President & Manager
Raider Environmental Services of Florida, Inc., Permittee
Raider Realty LLC, Property Owner
4103 NW 132nd Street
Opa-Locka, FL 33054

Certified Mail No. 7020 1810 0000 0787 8632
Return Receipt Requested

Re: Settlement Agreement Status for Raider Environmental Services of Florida, Inc. facility located at, near, or in the vicinity of 4103 NW 132nd Street, Opa-Locka, Miami-Dade County, Florida. Folio No. 08-2129-000-0140 (DERM file no. IWP-342/Case No. 2018-35581 CA 11)

Dear Mr. Obst,

DERM is in receipt of the required recorded easement which satisfies Condition #3(b)(iii) of the attached Settlement Agreement (SA). The Department had secured the subject area in accordance with the SA.

In addition, DERM staff reviewed the proposed GPS system pursuant to Condition #6 of the SA. Verification that the correct product is purchased, specifically a GO6 or newer with Pro Plus for "Active Tracking", must be submitted. Upon confirmation that the GPS system meets the requirements of the SA, Mr. Stephen Lerdo De Tejada with DERM and copied herein, will be the Department's point of contact for coordination of GPS data management, tracking system information, etc. If a device or any part of the approved system fails or the data review indicates that a device and/or the system is not functioning properly in accordance with the requirements of the SA, you are required to repair or replace the GPS tracking device and/or system prior to transporting wastes in the affected waste collection vehicles in compliance with the requirements of the SA. Furthermore, prior to operating any new waste collection vehicle the approved GPS tracking system shall be installed and said vehicle permitted under the Liquid Waste Hauler (LW) permit. At the time of renewal of the LW permit all registered vehicles transporting wastes, shall not be issued a decal unless said vehicle is equipped with the approved and functioning GPS tracking system.

The subject SA is inclusive of conditions that remain in effect during the duration of daily operations. Continued compliance with these requirements is required.

If you should have any questions concerning the above, please contact me at (305) 372-6810 or via email at elynn@miamidade.gov.

Sincerely,

A handwritten signature in blue ink, appearing to read "Lynn Westall".

Lynn Westall, Environmental Code Enforcement Officer
RER-DERM

Encl.: Settlement Agreement w/o Exhibits

Ec: Bernardo Bieler, P.E., Carlos Hernandez, P.E., JoAnne Clingerman, Patti Emad, Isabel Puente, Mario Irigoyen, Johnny Vega, P.E., Keith McIntosh - DERM
David Sherman, Assistant County Attorney
Cliff Schulman, Esq., Weiss Serota Helfman Cole & Bierman – Cshulman@wsh-law.com
Stephen Lerdo De Tejada, Engineer, DERM via phone at 305-372-6454 and via email at Stephen.LerdoDeTejada@miamidade.gov
Steve Obst, President, Raider Environmental Services, Inc. – steve@raiderenvironmental.com

Delivering Excellence Every Day

IN THE CIRCUIT COURT OF THE ELEVENTH JUDICIAL CIRCUIT
IN AND FOR MIAMI-DADE COUNTY, FLORIDA

MIAMI-DADE COUNTY,
a political subdivision of
the State of Florida,

GENERAL JURISDICTION DIVISION

Plaintiff,

CASE NO. 18-35581 CA 11

vs.

Raider Environmental Services of Florida, Inc.,
a Florida corporation; Raider Realty, LLC,
a Florida limited liability company, and
Steve Obst, Individually;
Defendants.

TWP-432

STIPULATION OF SETTLEMENT AND JOINT MOTION
FOR ORDER APPROVING SETTLEMENT

COME NOW the parties hereto, Plaintiff MIAMI-DADE COUNTY, by and through the Division of Environmental Resources Management ("DERM" or "Department"), and Defendants Raider Environmental Services of Florida, Inc.; Raider Realty LLC; and Steve Obst (collectively "Defendants"), and enter into this Settlement Agreement with the terms and conditions expressed below:

WHEREAS, Defendant Raider Environmental Services of Florida, Inc. a Florida corporation, operates a Centralized Waste Treatment (CWT) facility on the property that is the subject of this action, which is located at or in the vicinity of 4103 NW 132 Street, Opa Locka, Florida (Folio No. 08-2129-000-0140) (hereafter "the Property" or "CWT facility" or "Defendants' facility"), within the jurisdictional boundaries of Miami-Dade County; and

WHEREAS Defendant Raider Realty, LLC, Steve Obst, Member, is the current property owner, and Defendant Raider Environmental Services of Florida, Inc., a Florida Corporation (name change from Raider Environmental Services, Inc. during 2014), and Steve Obst, President/Director, is and has been the facility operator for the duration of the described violations; and

Settlement Agreement – Miami-Dade County v. Raider Env. Svcs. of Fla., Inc., et al
Case No. 2018-35581 CA 11

WHEREAS, Raider Environmental Services of Florida has, or has had at times relevant to this action, an industrial waste pretreatment operating permit (IWP-432), and liquid waste permits (LW-578 and LW-649), issued by DERM; and two additional permits (LW-852, and LW-866, for the transportation of radiator and hazardous waste respectively, which are unrelated to this action); and

WHEREAS, permit IWP-432 (attached herein as EXHIBIT A) allows Defendants to operate a Centralized Waste Treatment facility regulated under 40 CFR 437.47 for the collection, storage and treatment of metal, oil and organic bearing wastewaters, as defined therein, in compliance with the specific and general conditions described in said permit; and

WHEREAS, permits LW-578 and LW-649 (attached herein as EXHIBIT B), issued by DERM under the authority of Sections 24-18 and 24-46 of the Code of Miami-Dade County, authorizes or authorized (as permit LW-649 is no longer current) the operation of a liquid waste transporter business from the Defendants' facility in compliance with the specific and general conditions described in each permit; and

WHEREAS, the Plaintiff has documented numerous environmental violations at the Property, including but not limited to violations of Sections 24-18, 24-25(2), 24-25(4), 24-27, 24-28, 24-29, 24-31(7), 24-42.4, and 24-46(5) of the Code of Miami-Dade County ("the Code"); the Code of Federal Regulations Title 40 Section 403.5(b)(6), [40 CFR 403.5(b)(6)], 40 CFR 403.12, 40 CFR 403.8(f)(2), and 40 CFR 437; and Chapter 62-625 Florida Administrative Code (F.A.C.), as described below:

i) a. Repeated unauthorized discharges of oil and greases and petroleum hydrocarbons, metals, and hazardous levels of volatile and semi-volatile organics to the public sanitary sewer system at and around Defendants' facility, as documented through various inspections and more specifically on February 1, 2017 during the televising of the sanitary sewer lateral line serving the facility;

Settlement Agreement – *Miami-Dade County v. Raider Env. Svcs. of Fla., Inc., et al*
Case No. 2018-35581 CA 11

i) b. Violations of the Code of Federal Regulations, Title 40 Section 403.12, as a result of the Defendants' failure to report the referenced violations pursuant to Condition 12 of the facility permit IWP-432;

i) c. Significant Non-Compliance (SNC) with the Federal Pretreatment Standards set forth in 40 CFR 403.8(f)(2); due to prohibited discharges documented during the period July 14 through August 19, 2014, and violations of the discharge standards for Vanadium documented between January and May 2015; and

ii) a. Transportation and disposal of industrial wastes including wastes which exceed sanitary sewer discharge standards in violation of Defendants' Liquid Waste Hauler's Permits numbered 578 and 649;

ii) b. Transportation and disposal of liquid wastes at the county treatment facility without proper documentation of the wastes generation in violation of Defendant's Liquid Waste Hauler's Permits numbered 578 and 649;

iii) a. Violation of the requirements of the Consent Agreement executed between DERM and the Defendants on February 17, 2016 (attached herein as Exhibit C), including but not limited to the submittal and reporting requirements set forth in paragraphs 8, 9, 11, 12 and 14 of said Consent Agreement;

iii) b. Substantial modifications of Defendants' facility, including but not limited to Defendants' treatment units/processes documented by DERM on March 8, March 12 and March 21, 2019. Said modifications were performed without prior DERM approval and in violation of Condition 27 of the facility permit IWP-432, Section 24-15 the Code, and Condition 10 of the Consent Agreement executed between DERM and the Defendants on February 17, 2016, which required DERM approval for recertification of the Defendants' existing treatment system;

iv) a. Violations Involving Self-Monitoring Reports (SMRs) submitted by Defendants from the months of December 2016 to March 2017 which were determined to contain

Settlement Agreement – Miami-Dade County v. Raider Env. Svcs. of Fla., Inc., et al
Case No. 2018-35581 CA 11

deficiencies and inconsistencies within the required reported parameters, which specifically constitutes violation of the monitoring and reporting requirements of Defendants' Industrial Waste Permit, IWP-432; and

iv) b. Discharge violations documented on September 18, 2017, based on information obtained by DERM in which staff of Defendants' operations discharged the contents of Defendants' vacuum ("vac") trucks onto open ground areas, on private property located at or in the vicinity of Golf Course Boulevard and Jaan Avenue, in Opa locka, Florida; and

WHEREAS, Defendants have been the subjects of multiple enforcement actions by DERM for the violations listed above, including but not limited to: a Notice of Violation and Orders for Corrective Action (NOV) issued on September 1, 2009; a Final Notice Prior to Court Action issued on April 28, 2010; a Demand Letter issued on December 2, 2010; a voluntary Consent Agreement executed on March 28, 2011; an NOV issued on October 21, 2014 for repeated and additional violations; an Enforcement Letter dated January 14, 2015; a voluntary Consent Agreement executed on February 17, 2016; and a Warning Notice issued on March 12, 2019, for facility modifications without prior DERM approval; and

WHEREAS, Defendants on January 28, 2015 filed a Letter of Intent to Request an Environmental Quality Control Board Hearing (EQCB) for an appeal of the October 21, 2014 NOV and the January 14, 2015 Enforcement Letter, both issued by DERM; and

WHEREAS, Defendants voluntarily withdrew said EQCB hearing request on April 9, 2015; and

WHEREAS, this Agreement intends to settle finally all claims as between the parties listed above; and

WHEREAS, the Defendants, in an effort to avoid time consuming and costly litigation but without either admitting or denying the allegations made in the Complaint, hereby consent to the terms and conditions of this Agreement as delineated below.

Settlement Agreement – *Miami-Dade County v. Raider Env. Svcs. of Fla., Inc., et al*
Case No. 2018-35581 CA 11

NOW, THEREFORE, in consideration of the mutual covenants and undertakings set forth in this Agreement, together with such other and good consideration, the receipt and sufficiency of which is hereby acknowledged, the parties do hereby agree as follows:

1. Incorporation of Recitals: Except as otherwise noted above, the above recitals are true and correct and incorporated into and made a part of this Agreement.
2. Defendants shall immediately Cease and Desist from: any further unauthorized discharges including but not limited to the Publicly Owned Treatment Works that includes the public sanitary sewer system, the associated manholes, sewer lines and pump stations; all activities which are causing or allowing the discharge of inadequately treated waste or wastewater to said Publicly Owned Treatment Works; any industrial waste discharges from Defendants' facility operations including but not limited to discharges from the Defendants' vac trucks on to open ground areas; and any unauthorized modifications to the Defendants' CWT facility.
3. Defendants shall correct the environmental violations at the Defendants' facility which is owned and operated by Defendants and is located at 4103 NW 132 Street, Opa Locka, Miami-Dade County, Florida, 33054, Folio No. 08-2129-000-0140 as follows:
 - (a)(i) Within thirty (30) days of the effective date of this Agreement, Defendants shall submit to DERM copies of the following documents for the time period beginning October 1, 2017, through the effective date of this Agreement:
Waste profiles for waste generators, transportation manifests associated with all loads collected from generators that are transported by Defendants or third party haulers associated with the Defendants, waste pre-acceptance forms and any associated laboratory results, logs of wastewater shipments received and rejected, and effluent discharge tracking forms and associated internal analytical results.

Settlement Agreement – Miami-Dade County v. *Raider Env. Svcs. of Fla., Inc., et al*
Case No. 2018-35581 CA 11

- (a)(ii) Beginning on the effective date of this Agreement and continuing henceforth, as part of the facility's daily operations and Standard Operating Procedures, Defendants shall keep and maintain records utilizing the forms included with the latest version of the Waste Characterization and Classification Plan and the Specific Tracking Plan submitted to the Department. Said forms are made a part of this Agreement as Exhibit D and shall be submitted by Defendants to DERM upon request.
- (a)(iii) Beginning on the effective date of this Agreement and continuing henceforth, as part of the facility's daily operations and Standard Operating Procedures, Defendants shall implement and maintain a record keeping system to document all wastes accepted at the Defendant's facility and waste profiles of the Defendant's customers, including waste profiles from sources served by third party haulers which use the Defendant's facility for final waste disposal. For wastes accepted at the facility, the Defendants shall, at a minimum, document the information outlined in Exhibit E in an electronic system. Defendants shall report said information in an electronic format that is acceptable to the Department as part of the Self-Monitoring Report permit requirement. Access to the Defendant's records and electronic record keeping system shall be provided to Department personnel upon request during facility inspections.
- (a)(iv) Within thirty (30) days of the effective date of this Agreement and continuing henceforth, Defendants shall correct all reporting violations previously cited in DERM notices issued to the Defendants and described in paragraph iv)a. Including but not limited to submittal of complete, legible reports and photocopies when applicable; calibration, sampling and reporting of chemical parameters in accordance with the Florida Department of Environmental

Settlement Agreement – *Miami-Dade County v. Raider Env. Svcs. of Fla., Inc., et al*
Case No. 2018-35581 CA 11

Protection Sampling Standard Operating Procedures (SOPs); submittal of Chain of Custody (COC) records for any and all effluent samples collected and analyzed regardless of sampling collection dates. Additionally, if an analytical laboratory report is amended by the contracted laboratory, a written explanation for such amendment shall be submitted by the contract laboratory.

(a)(v) Within sixty (60) days of the effective date of this Agreement, Defendants shall submit to DERM for review and approval plans for the substantial modification to its CWT facility, including but not limited to the facility's treatment units/processes, documented by DERM during recent inspections conducted on March 8, March 12 and March 21, 2019. Defendants shall, at a minimum, submit engineering plans, an engineering report, and a permit modification application that are prepared, signed and sealed by a State of Florida registered professional engineer with experience in the analysis, design and implementation of industrial wastewater treatment processes and systems. The engineering plans shall provide a complete representation of the entire wastewater treatment facility to include, but not be limited to, floor plans, equipment (e.g., storage/process tanks, treatment systems, etc.), piping, valves, and flow/process diagrams. The engineering report shall provide a listing of the types of wastes to be received following the waste subcategory classification system enumerated in 40 CFR 437 (i.e., metal bearing waste, oily wastes and organic wastes), and said report shall further provide a detailed description of the treatment processes and technologies to be used for each waste subcategory to establish compliance with all applicable federal and local sanitary sewer discharge standards. If Defendants opt to maintain the current IWP-432 permit designation as a multiple waste stream CWT facility regulated under 40 CFR 437, subpart D, the report shall provide all necessary supporting

Settlement Agreement – *Miami-Dade County v. Raider Env. Svcs. of Fla., Inc., et al*
Case No. 2018-35581 CA 11

documentation to re-establish equivalent treatment in accordance with 40 CFR 437. The engineering plans and report shall include provisions for the installation of sampling points at appropriate locations within the individual treatment units/processes to evaluate pollutant removal efficiencies. Said sampling points shall be changed at DERM's request if the proposed sampling points or sampling locations are found to be inadequate.

(a)(v)(1) The above referenced documentation (i.e., engineering plans, engineering report and permit modification application) shall be submitted to the City of Opa-Locka Building Department for review prior to the DERM review.

(a)(v)(2) Within ten (10) days of completing all DERM approved modifications, Defendants shall submit to DERM a Certification of Completion (COC), signed and sealed by the engineer of record, to certify completeness of the modifications in accordance with approved plans.

(a)(v)(3) Defendants may continue to accept, store and treat wastes at the subject facility, and may elect to transport said wastes to an off-site permitted treatment or disposal facility, including other approved CWT facility locations. Defendants shall cease all discharges of non-domestic waste from the subject CWT facility into the public sanitary sewer system, associated manholes, sewer lines and pump stations until Defendant obtains the required COC approval pursuant to paragraph 3(a)(v)(2) above.

(a)(vi) Within thirty (30) days of DERM's receipt of the COC referenced in paragraph 3(a)(v)(2), above, Defendants shall submit to DERM a Certification Plan intended to confirm equivalent treatment of the waste subcategories to be

Settlement Agreement—Miami-Dade County v. Raider Env. Svcs. of Fla., Inc., et al
Case No. 2018-35581 CA 11

accepted through a full scale treatability test in accordance with the EPA Small Entity Compliance Guide for Centralized Waste Treatment (EPA Document No. 821-B-01-003, as amended). Said plan shall provide for the collection of samples from the individual treatment units/processes and shall be based on test batches of appropriate wastewater quantities that can be fully treated within a regular workday. The Defendants shall complete the certification activities within ninety (90) days of the Department's approval of the plan. Sampling activities in support of certification shall be conducted during regular workdays, Monday through Friday, 8am to 5pm, excluding legal County holidays, and shall be conducted at dates and times approved by DERM to allow Department personnel to be present during said activities. Sampling activities shall be performed by or at the direction of the Defendants at the Defendants' expense. The Department reserves the right to collect split samples during the activities.

- (a)(vii) Within thirty (30) days of completing the sampling activities, Defendants shall provide to the Department a final report that includes a summary of all sample results and a technical evaluation which assesses whether or not equivalent treatment has been achieved in accordance with the EPA Small Entity Compliance Guide and 40 CFR 437. If Defendants fail to timely conduct certification activities or validate that the facility provides equivalent treatment for any of the waste subcategories, Defendants shall be prohibited from further acceptance of wastes of said subcategory at the CWT facility.
- (b) Within ninety (90) days of the effective date of this Agreement, Defendants shall submit to the DERM Water and Wastewater Division construction drawings, engineering reports, and all applicable forms and applications, all of which are required by, and shall be sufficient for approval pursuant to Chapter

Settlement Agreement – Miami-Dade County v. Raider Env. Svcs. of Fla., Inc., et al
Case No. 2018-35581 CA 11

24, Code of Miami-Dade County, and Section 62-604, F.A.C., to implement the following:

- (b)(i) Abandonment of all existing sanitary sewer connections to the public gravity sanitary sewer system, including removing all pipes and/or providing concrete plugs at entrance/exit of pipes (plugs shall be a minimum of twenty-four inches in length and full pipe diameter with #5 rebar inserted at pipe spring line and protruding one inch so as to be visible within manholes), and further, Defendants shall obtain any required permits, approvals and/or authorizations to timely accomplish the aforementioned requirements.
- (b)(ii) Conveyance of all site sewage flows, domestic and industrial, originating on the Defendant's property to an existing public sanitary sewer force main approved by DERM and the Utility. Conveyance shall be accomplished utilizing a new private pump station, new private force main and new public force main. There shall be no other off-site discharges. The system shall be configured to assure all discharges comply with all sanitary sewer discharge limitations and pretreatment standards, Section 24-42.4, Miami-Dade County Code.
- (b)(iii) Measurement of all site sewage quality and flows, instantaneous and totalizing, by a third party vendor using sensors and flow meter located prior to discharging off-site to a public force main. The third party vendor shall be selected by the Defendants but shall be approved by DERM. The sensors and flow meter shall be located within a fenced/secured area, where said area shall be a utility easement or property deeded to the Utility by the Defendants, as determined and approved by the Utility and DERM. The fenced/secured area shall only be accessible by the

Settlement Agreement – Miami-Dade County v. Raider Env. Servs. of Fla., Inc., et al
Case No. 2018-35581 CA 11

Utility, DERM, and to the aforementioned third party vendor, and access shall be direct and not require entry through the Defendants' property. A sampling point located no less than two pipe diameters after the meter shall be provided within the fenced/secured area. The fenced/secured area shall be equipped with electrical power and electrical meter, outlets, lighting, web-based camera, sensors and flow meter with associated digital flow indicator and data transmitter. All equipment required within the fenced/secured area shall be approved by the Utility and DERM prior to being conveyed to the Utility and Defendants shall obtain all other required permits, approvals and/or authorizations prior to installation, repair or modification. Remote access to the web-based camera, sensors and meter data, including failure alarms, shall be provided to DERM and the Utility in a manner approved by DERM and the Utility, and shall be fully functional within five (5) days of the private pump station startup testing and prior to conveyance. Sensors shall be capable of inline real time monitoring of wastewater quality changes based on continuous real time detection of pollutants in the final effluent. At a minimum, sensors shall be capable of continuous detection of hydrocarbons by measuring total petroleum hydrocarbons, oil and grease or indirectly by measuring chemical oxygen demand. Sensors shall be calibrated and maintained in accordance with manufacturer specifications. All sensor and flow data shall be stored for a period of not less than one (1) year and available for downloading by DERM upon DERM request.

- (c) If DERM requires the Defendants to provide additional information, upon review of plans submitted pursuant to the requirements of the Consent

Settlement Agreement – Miami-Dade County v. Raider Env. Svcs. of Fla., Inc., et al
Case No. 2018-35581 CA 11

Agreement executed February 17, 2016 and as set forth in paragraph 3 of this Settlement Agreement, the additional information shall be provided to DERM within thirty (30) days of Defendants' receipt of the DERM correspondence requiring additional information. Additionally, all plan submittals shall be accompanied by payment of the applicable plan review fees.

- (d) Within two hundred ten (210) days of the effective date of this Agreement, Defendants shall complete construction, testing, conveyance and certification of all modifications, required in paragraph 3(b) of this Agreement. Defendants shall obtain certification of completion (or equivalent) from the Building Department, Utility, Public Works Department, DERM and any other agency with jurisdiction over the work required in this Agreement within two hundred and forty (240) days of the effective date of this Agreement.

- 4. Defendants shall, within thirty (30) days of the effective date of this Agreement, submit to DERM for review and approval a testing plan (referred to as a Notice of Required Testing Plan or "NORTP") to determine the impacts of industrial waste discharges to the ground and ground water located in the area of Golf Course Boulevard and Jaan Avenue, the private property impacted by Defendants' vac truck discharges on September 18, 2017. Said plan shall be developed utilizing standard technical guidance criteria provided by the DERM Environmental Monitoring and Restoration Division. Upon receipt of DERM's approval or approval with modifications of the NORTP, Defendants shall implement and complete said testing in accordance with the terms and timeframes specified in said NORTP review letter issued by DERM, and Defendants shall timely implement all follow-up reporting and other actions required by DERM, pursuant to Section 24-7 of the Code, until any required site restoration is complete.

Settlement Agreement – Miami-Dade County v. Retired Env. Svcs. of Fla., Inc., et al
Case No. 2018-35581 CA 11

5. If, upon review of Defendants' technical report submittals, DERM requires the submittal of additional information, the Defendants shall submit the required additional information along with the associated review fees within the timeframes specified by DERM. All submittals to DERM in accordance with paragraphs 4 and 5 of this Agreement shall be sent to: DERM Environmental Monitoring and Restoration Division, 701 NW 1 Court, Floor 4, Miami, FL, 33136.
6. Within thirty (30) days of written request by DERM, Defendants shall select, and submit to DERM for review and concurrence, a provider of Vehicle Global Positioning System (GPS) tracking devices, that shall at a minimum: provide web-based tracking and reporting of vehicle movement that includes real-time 24-hour location tracking which is supported by a third party vendor; The GPS software shall accurately locate and track vehicles within +/- three meters, and shall show the closest addresses or intersection along the street traveled, as well as the vehicle status (stopped, moving), speed, mileage, vehicle identification number, coordinates, and time duration stopped at locations; The software shall store such information in cloud-based servers and shall interface with the historical data providing a means to digitally extract the data for individual vehicles, location, time frames and any combination thereof; The software shall have the necessary tools to allow DERM exclusive functionality for retrieving, reviewing, and printing reports, and shall be set up to provide such to DERM; The software shall include a function of remote diagnostics or fault notification where the system is capable of notification if the system has been tampered with, and such notifications shall be set to be sent to DERM; The software shall be capable of date and time stamping all recording events; The software shall protect audit logs from unauthorized access, and shall log changes to administrative functions; Administrative access shall be provided to DERM only; The software shall be capable of keeping a minimum of six months of historical data at all times; and data history shall be

Settlement Agreement – Miami-Dade County v. Raider Env. Svcs. of Fla., Inc. et al
Case No. 2018-35581 CA 11

transferred or provided to DERM at least every six months, or sooner when requested; Within sixty (60) days of receiving DERM written concurrence and continuing thereafter, Defendants shall, at the Defendants' expense, install and maintain in working order the aforementioned DERM-approved GPS tracking devices on all of the Defendants' waste collection vehicles.

7. Administrative Costs and Penalties. Pursuant to Sections 24-29, 24-31, and 1-5 of the Code, Defendants agree to pay to Miami-Dade County the administrative costs and penalties accumulated in this matter. The Defendants shall pay the amount of one-hundred-five-thousand-dollars-and-zero-cents (\$105,000.00) in penalties, and shall pay the amount of twenty nine thousand three hundred forty-dollars-and-zero-cents (\$29,340.00) in administrative costs.¹ Defendants shall pay the total of these amounts, one-hundred-thirty-four-thousand-three-hundred-forty-dollars-and-zero-cents (\$134,340.00), by making four (quarterly) installment payments, with the first payment of \$33,585.00 due within thirty (30) days of the effective date of this Settlement Agreement. Thereafter, the Defendants shall submit to DERM on the first day of the month for each remaining three (3) quarters a payment of \$33,585.00 until the \$134,340.00 Settlement is paid in full. Payments shall be made by cashier's check payable to MIAMI-DADE COUNTY and delivered to: DERM Cashier, 3rd Floor, 701 NW 1st Court, Miami, Florida 33136, ATTN: Sharon Crabtree, DERM Code Enforcement Officer.

¹ This total largely consists of costs relating to expended monies and reimbursement of staff resources for enforcement, but also includes a portion of the anticipated administrative costs going forward, which will derive from one DERM effluent sampling and related analysis costs per month for 12 months. The County reserves the right to charge for other administrative costs of enforcement in accordance with paragraph 13 below.

Settlement Agreement – Miami-Dade County v. Raider Env. Svcs. of Fla., Inc., et al
Case No. 2018-35581 CA 11

- (a) DERM agrees to consider mitigation of the above referenced penalties (\$105,000.00) upon complete and timely, or expedited, compliance with all requirements of this Agreement, as follows:
- (a)(I) Upon the Defendants' full and timely compliance with all of the requirements of this Agreement, DERM will consider the Defendants' costs and expenses related to full compliance with the provisions of Paragraph 6 above, for the costs to install and maintain the GPS system, with a maximum reduction of penalties in the amount of no more than \$28,250, or the equivalent of one of the quarterly installment penalty payments referenced in paragraph 7 above. This shall not, however, be construed to guarantee a reduction in penalties, nor guarantee a reduction in an amount equal to the costs and expenses related to full compliance with the provisions of Paragraph 6 above if any reduction of penalties is provided.
- (a)(II) Raider's expedited compliance, as determined by DERM, with the timeframes required by paragraph 3(b) of this Agreement (including its subparts) shall result in a reduction of the above referenced penalties in the amount of \$250 per day for each day of compliance prior to the provided deadlines required by paragraph 3(b) and its subparts, up to a maximum of 30 days prior to the deadline, or no greater than a maximum penalty reduction of \$7,500 as it pertains to paragraph 3(b) and its subparts. For purposes of the mitigation of penalties for early compliance with paragraph 3(b) of the Settlement Agreement, the determinative date is the time of submission of the approvable version of the construction drawings, engineering reports, and all applicable forms and applications, with the approvability determined by DERM in

Settlement Agreement – *Miami-Dade County v. Raider Env. Svcs. of Fla., Inc., et al*
Case No. 2018-35581 CA 11

accordance with Chapter 24, Code of Miami-Dade County, and Section 62-604, F.A.C. For example, if DERM agrees that Raider completed the compliance requirements of paragraph 3(b) (including all subparts) five days prior to the written deadline, Raider would receive a \$1,250.00 penalty reduction. Similarly, if DERM agrees that Raider was in full compliance thirty days prior to the written deadlines for paragraph 3(b) and its subparts, then Raider will receive the maximum penalty reduction of \$7,500 as it pertains to paragraph 3(b) and its subparts.

- (a)(iii) Raider's early compliance, as determined by DERM, with the respective timeframes required by paragraph 3(d) of this Agreement shall result in a reduction of the above referenced penalties in the amount of \$250 per day for each day of compliance prior to the provided deadlines required by paragraph 3(d), up to a maximum of 30 days prior to the deadline, or no greater than a maximum penalty reduction of \$7,500 as it pertains to paragraph 3(d). For purposes of the mitigation of penalties for early compliance with paragraph 3(d) of the Settlement Agreement, the determinative date is the aggregate time for the physical construction, testing, conveyance, and certification of all modifications required by Paragraphs 3(b) including its subparts, and paragraph 3(c) of the Agreement, and further includes the time for the Defendants to obtain the Certificate of Completion (or equivalent) relating to construction, testing, conveyance, and certification of all modifications required therein, but shall exclude the period(s) of time for County review of approvable plans submitted within the timeframes required in paragraph 3(b),

Settlement Agreement – Miami-Dade County v. Raider Env. Svcs. of Fla., Inc., et al
Case No. 2018-35581 CA 11

above. For example, if DERM agrees that Raider completed the compliance requirements of paragraph 3(d) five days prior to the written deadline, not including County review time of approvable plans submitted within the timeframes required in paragraph 3(b), above, Raider would receive a \$1,250.00 penalty reduction. If DERM agrees that Raider completed the compliance requirements of paragraph 3(b)(including subparts) AND paragraph 3(d) thirty days prior to the required deadlines in this Agreement, not including County review time of approvable plans submitted within the timeframes required in paragraph 3(b), above, Raider would receive a \$15,000.00 penalty reduction.

8. Attorney's Fees for Miami-Dade County. Pursuant to Sections 24-31 and 1-5 of the Code, Defendants agree to pay Miami-Dade County the total sum of seven-thousand-five-hundred-dollars-and-zero-cents (\$7,500) as and for attorney's fees in this matter, with payment being due within sixty (60) days of the execution of this Settlement Agreement. Payment shall be made by cashier's check made payable to MIAMI-DADE COUNTY and delivered to David Sherman Esq., (or his successor), Assistant County Attorney, 111 N.W. 1st Street, Suite 2810, Miami, Florida 33128.
9. Failure to Timely Pay. Failure to timely make any of the payments set forth herein shall entitle Miami-Dade County to a judgment against Defendants for any and all unpaid amounts and the entire balance remaining, including interest at the statutory rate, after notice to Defendants and a ten (10) day opportunity to cure, and upon the filing of an affidavit of non-payment with this Court.
10. Access to Property. The Defendants agree to grant the Plaintiff access to the subject Properties upon request for the purposes of determine compliance with this Settlement Agreement.

Settlement Agreement – *Miami-Dade County v. Raider Env. Svcs. of Fla., Inc., et al*
Case No. 2018-35581 CA 11

11. **Failure to Comply.** Failure to comply with the requirements contained in this Settlement Agreement shall subject the Defendants to the following penalties in accordance with Chapter 24 of the Miami-Dade County Code:
 - (a) For non-compliance with the provisions of paragraphs 2, 3b, and 3d, including subparts, the Defendants shall be liable to Miami-Dade County for monetary penalties of \$500 per each day for each instance of any such non-compliance, and for any violations continuing beyond 30 days from the required compliance timelines in paragraphs 2, 3b and 3d (and their subparts), DERM shall revoke permits for Defendants' operations; and the Court may afford any other relief allowed by law that it deems just.
 - (b) For non-compliance with the provisions of paragraphs 3a, 3c, 4, 5, and 6, including subparts, the Defendants shall be liable to Miami-Dade County for monetary penalties of \$250 per day per each day for each instance of any such non-compliance; and the Court may afford any other relief allowed by law that it deems just.
12. **Dismissal.** This Settlement Agreement shall be filed with the Court and approved by the Court by entry of an Agreed Order. Upon approval by the Court, this action against the Defendants shall be dismissed with prejudice, with the Court retaining jurisdiction to enforce the terms and provisions of this Settlement Agreement.
13. **Enforcement of Agreement.** This Settlement Agreement may be enforced in a court of competent jurisdiction through the issuance of an Injunctive Order or such other legal remedy as may be available. In the event Defendants fail to comply with the provisions of this Settlement Agreement, Miami-Dade County shall be entitled to seek specific performance of this Settlement Agreement. In the event of any action to enforce the terms and provisions of this Settlement Agreement, the Plaintiff shall be entitled to all costs, including reasonable attorney's fees. Costs as used in this paragraph shall

Settlement Agreement – Miami-Dade County v. Raider Div. Svcs. of Fla., Inc., et al
Case No. 2018-35581 CA 11

include administrative staff time necessary to the enforcement of this Settlement Agreement. The settling parties agree and desire for the Court to retain jurisdiction over the provisions of this Settlement Agreement and to enter such orders as are necessary to enforce compliance with the terms thereof.

14. Future Compliance with Code. Nothing herein shall relieve the Defendants from the requirements of future compliance with the Code of Miami-Dade County.
15. Costs and Attorney's Fees. Except as otherwise provided herein, each of the parties shall bear its own costs and attorney fees.
16. Effective date. This Agreement shall become effective ("Effective Date") upon the execution by all Parties.
17. Acknowledgment. Everyone who signs this Agreement represents by signing it that each has fully reviewed the contents of this documentation, each understands the contents of the documentation, has had advice of counsel regarding the contents and legal effect of this documentation, is not relying on the representations of any other Party or the attorneys for the other Party in entering into this Agreement, executes this Agreement of his/her own free will and accord, and that each agrees to be fully bound by the terms and conditions of this Agreement, and that anyone signing this Agreement in a representative capacity has full authority to execute this Agreement in such representative capacity and to bind legally the Party for whom he or she signs.
18. Governing Law and Enforcement. This Agreement shall be construed, interpreted, enforced, and applied in accordance with Florida law without regard to any conflict of laws provisions. The Parties agree that any action to enforce this Agreement shall be brought in state court in Miami-Dade County, Florida.
19. Construction. This Agreement was negotiated and mutually drafted by the Parties in good faith to avoid further litigation and/or administrative proceedings and thus embodies a final settlement of all claims among them with respect to the subject matter

Settlement Agreement – Miami-Dade County v. Raider Env. Svcs. of Fla., Inc., et al
Case No. 2018-35581 CA 11

hereof. Therefore, this Agreement is not to be construed against any Party as the drafter. In agreeing to the terms of this Agreement, no Party is relying upon any representation or statement made by any other Party, nor by anyone representing or employed by that Party except such representations as are expressly set forth in this Agreement.

20. Advice of Counsel. The Parties represent, by signing this Agreement, they have relied upon the advice of their attorneys, who are attorneys of their own choice, and that they have carefully read and understood the terms of this Agreement, and that those terms are fully understood and voluntarily accepted by them. Each Party has made such investigation of the facts pertaining to this Agreement and of all other matters as they deem necessary, and each Party agrees to be fully bound by the terms and conditions of this Agreement.
21. Binding Effect. This Agreement shall be binding upon the Parties hereto, their heirs, successors and/or assigns.
22. Amendment. No modification, waiver, amendment, discharge or change of this Agreement shall be valid, unless the same is in writing and signed by each of the Parties.
23. Waiver. The Parties agree that the waiver of any breach of this Agreement by any party shall not constitute a waiver of any other breach of this Agreement.
24. Headings. The headings used in this Agreement are solely for the convenience of the Parties and not to be used in the interpretation or construction of the Agreement.
25. Survival. The representations, covenants, and agreements of the Parties hereto made in this Agreement shall remain operative and survive the execution and delivery hereof.
26. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute a single

Settlement Agreement – Miami-Dade County v. Raider Env. Svcs. of Fla., Inc., et al
Case No. 2018-35581 CA 11

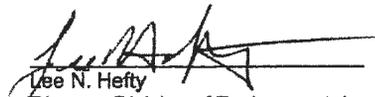
Instrument. Signatures to this Agreement provided electronically shall be deemed original signatures.

27. Further Cooperation. Each of the Parties hereto shall execute such further documents reasonable and necessary in order to carry out the purpose and intent of this Agreement.

28. DERM Obligations. DERM agrees to reinstate permit LW-649 upon full execution of this Agreement.

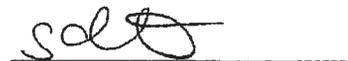
AGREED this 17 day of MAY, 2019.

MIAMI-DADE COUNTY

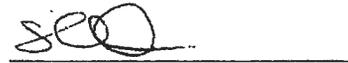

Lee N. Hefty
Director, Division of Environmental
Resources Management


David Sherman Esq.
Attorney for Plaintiff
Assistant County Attorney
Florida Bar No.: 69663
Telephone: (305) 375-5151
Facsimile: (305) 375-5611
E-mail: Sherman@miamidade.gov
Ulla@miamidade.gov

DEFENDANT


Steve Obst, Member
Raider Realty, LLC


Steve Obst, President/Director
Raider Environmental Services of Florida, Inc.


Steve Obst, Individually


Cliff Schulman, Esq.
Attorney for Defendants
Weiss Serota Helfman Cole & Bierman
2525 Ponce de Leon Blvd, Suite 700
Coral Gables, FL 33134
Florida Bar No.: 150010
Telephone: (305) 854-0800
Facsimile: (954) 764-7770
Email: CSchulman@wsh-law.com

Filing # 89744613 E-Filed 05/17/2019 05:33:52 PM

**IN THE CIRCUIT COURT OF THE ELEVENTH JUDICIAL CIRCUIT
IN AND FOR MIAMI-DADE COUNTY, FLORIDA**

CASE NO.: 2018-035581-CA-01
SECTION: CA11
JUDGE: Mavel Ruiz

Miami-Dade County
Plaintiff(s) / Petitioner(s)

vs.

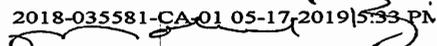
Raider Environmental Services of Florida Inc et al
Defendant(s) / Respondent(s)

AGREED ORDER OF DISMISSAL

THIS CAUSE having come before this Court on the parties' Stipulation of Settlement and Joint Motion for Order Approving Settlement ("the Stipulation"), and the parties being in agreement after consultation through their respective attorneys, the Court having reviewed the file including the Stipulation, and being otherwise fully advised in the premises, it is hereby

ORDERED AND ADJUDGED that the above-styled action be and the same is hereby dismissed with prejudice, each party to bear its own costs except as provided in the Settlement Agreement. This Court retains jurisdiction to enforce the terms of the Settlement Agreement.

DONE and **ORDERED** in Chambers at Miami-Dade County, Florida on this 17th day of May, 2019.


2018-035581-CA-01 05-17-2019 5:33 PM

2018-035581-CA-01 05-17-2019 5:33 PM

Hon. Mavel Ruiz

CIRCUIT COURT JUDGE

Electronically Signed

CaseNo: 2018-035581-CA-01
Page 2 of 2

Final Order as to All Parties SRS #: 12 (Other)

THE COURT DISMISSES THIS CASE AGAINST ANY PARTY NOT LISTED IN THIS FINAL ORDER OR PREVIOUS ORDER(S). THIS CASE IS CLOSED AS TO ALL PARTIES.

Copies Furnished To:

Abigail Price-Williams , Email : Sherman@miamidade.gov
Abigail Price-Williams , Email : Ulla.Peralta@miamidade.gov
Abigail Price-Williams , Email : Schevis@miamidade.gov
Clifford A. Schulman , Email : lpimienta@wsh-law.com
Clifford A. Schulman , Email : cschulman@wsh-law.com
David Sherman , Email : maria.cruz2@miamidade.gov
David Sherman , Email : ulla@miamidade.gov
David Sherman , Email : Sherman@miamidade.gov
David Sherman, Assistant County Attorney , Email : sherman@miamidade.gov
John J. Quick , Email : lmartinez@wsh-law.com
John J. Quick , Email : jquick@wsh-law.com
Richard B. Rosengarten , Email : rosengarten@wsh-law.com
Richard B. Rosengarten , Email : szavala@wsh-law.com
Richard Schevis, Assistant County Attorney , Email : Schevis@miamidade.gov

IN THE CIRCUIT COURT OF THE ELEVENTH JUDICIAL CIRCUIT
IN AND FOR MIAMI-DADE COUNTY, FLORIDA

MIAMI-DADE COUNTY,
a political subdivision of
the State of Florida,

Plaintiff,

GENERAL JURISDICTION DIVISION

CASE NO. 18-35581 CA 11

vs.

Raider Environmental Services of Florida, Inc.,
a Florida corporation; Raider Realty, LLC,
a Florida limited liability company, and
Steve Obst, individually;
Defendants.

**STIPULATION OF SETTLEMENT AND JOINT MOTION
FOR ORDER APPROVING SETTLEMENT**

COME NOW the parties hereto, Plaintiff MIAMI-DADE COUNTY, by and through the Division of Environmental Resources Management ("DERM" or "Department"), and Defendants Raider Environmental Services of Florida, Inc.; Raider Realty LLC; and Steve Obst (collectively "Defendants"), and enter into this Settlement Agreement with the terms and conditions expressed below:

WHEREAS, Defendant Raider Environmental Services of Florida, Inc. a Florida corporation, operates a Centralized Waste Treatment (CWT) facility on the property that is the subject of this action, which is located at or in the vicinity of 4103 NW 132 Street, Opa Locka, Florida (Folio No. 08-2129-000-0140) (hereafter "the Property" or "CWT facility" or "Defendants' facility"), within the jurisdictional boundaries of Miami-Dade County; and

WHEREAS Defendant Raider Realty, LLC, Steve Obst, Member, is the current property owner, and Defendant Raider Environmental Services of Florida, Inc., a Florida Corporation (name change from Raider Environmental Services, Inc. during 2014), and Steve Obst, President/Director, is and has been the facility operator for the duration of the described violations; and

Settlement Agreement – Miami-Dade County v. Raider Env. Svcs. of Fla., Inc., et al
Case No. 2018-35581 CA 11

WHEREAS, Raider Environmental Services of Florida has, or has had at times relevant to this action, an industrial waste pretreatment operating permit (IWP-432), and liquid waste permits (LW-578 and LW-649), issued by DERM; and two additional permits (LW-852, and LW-866, for the transportation of radiator and hazardous waste respectively, which are unrelated to this action); and

WHEREAS, permit IWP-432 (attached herein as EXHIBIT A) allows Defendants to operate a Centralized Waste Treatment facility regulated under 40 CFR 437.47 for the collection, storage and treatment of metal, oil and organic bearing wastewaters, as defined therein, in compliance with the specific and general conditions described in said permit; and

WHEREAS, permits LW-578 and LW-649 (attached herein as EXHIBIT B), issued by DERM under the authority of Sections 24-18 and 24-46 of the Code of Miami-Dade County, authorizes or authorized (as permit LW-649 is no longer current) the operation of a liquid waste transporter business from the Defendants' facility in compliance with the specific and general conditions described in each permit; and

WHEREAS, the Plaintiff has documented numerous environmental violations at the Property, including but not limited to violations of Sections 24-18, 24-25(2), 24-25(4), 24-27, 24-28, 24-29, 24-31(7), 24-42.4, and 24-46(5) of the Code of Miami-Dade County ("the Code"); the Code of Federal Regulations Title 40 Section 403.5(b)(6), [40 CFR 403.5(b)(6)], 40 CFR 403.12, 40 CFR 403.8(f)(2), and 40 CFR 437; and Chapter 62-625 Florida Administrative Code (F.A.C.), as described below:

l) a. Repeated unauthorized discharges of oil and grease and petroleum hydrocarbons, metals, and hazardous levels of volatile and semi-volatile organics to the public sanitary sewer system at and around Defendants' facility, as documented through various inspections and more specifically on February 1, 2017 during the televising of the sanitary sewer lateral line serving the facility;

Settlement Agreement – Miami-Dade County v. *Raider Env. Svcs. of Fla., Inc., et al*
Case No. 2018-35581 CA 11

I) b. Violations of the Code of Federal Regulations, Title 40 Section 403.12, as a result of the Defendants' failure to report the referenced violations pursuant to Condition 12 of the facility permit IWP-432;

I) c. Significant Non-Compliance (SNC) with the Federal Pretreatment Standards set forth in 40 CFR 403.8(f)(2); due to prohibited discharges documented during the period July 14 through August 19, 2014, and violations of the discharge standards for Vanadium documented between January and May 2015; and

II) a. Transportation and disposal of industrial wastes including wastes which exceed sanitary sewer discharge standards in violation of Defendants' Liquid Waste Hauler's Permits numbered 578 and 649;

II) b. Transportation and disposal of liquid wastes at the county treatment facility without proper documentation of the wastes generation in violation of Defendant's Liquid Waste Hauler's Permits numbered 578 and 649;

III) a. Violation of the requirements of the Consent Agreement executed between DERM and the Defendants on February 17, 2016 (attached herein as Exhibit C), including but not limited to the submittal and reporting requirements set forth in paragraphs 8, 9, 11, 12 and 14 of said Consent Agreement;

III) b. Substantial modifications of Defendants' facility, including but not limited to Defendants' treatment units/processes documented by DERM on March 8, March 12 and March 21, 2019. Said modifications were performed without prior DERM approval and in violation of Condition 27 of the facility permit IWP-432, Section 24-15 the Code, and Condition 10 of the Consent Agreement executed between DERM and the Defendants on February 17, 2016, which required DERM approval for recertification of the Defendants' existing treatment system;

IV) a. Violations involving Self-Monitoring Reports (SMRs) submitted by Defendants from the months of December 2016 to March 2017 which were determined to contain

Settlement Agreement – Miami-Dade County v. Raider Env. Svcs. of Fla., Inc., et al
Case No. 2018-35581 CA 11

deficiencies and inconsistencies within the required reported parameters, which specifically constitutes violation of the monitoring and reporting requirements of Defendants' Industrial Waste Permit, IWP-432; and

iv) b. Discharge violations documented on September 18, 2017, based on information obtained by DERM in which staff of Defendants' operations discharged the contents of Defendants' vacuum ("vac") trucks onto open ground areas, on private property located at or in the vicinity of Golf Course Boulevard and Jaan Avenue, in Opa locka, Florida; and

WHEREAS, Defendants have been the subjects of multiple enforcement actions by DERM for the violations listed above, including but not limited to: a Notice of Violation and Orders for Corrective Action (NOV) issued on September 1, 2009; a Final Notice Prior to Court Action issued on April 28, 2010; a Demand Letter issued on December 2, 2010; a voluntary Consent Agreement executed on March 28, 2011; an NOV issued on October 21, 2014 for repeated and additional violations; an Enforcement Letter dated January 14, 2015; a voluntary Consent Agreement executed on February 17, 2016; and a Warning Notice issued on March 12, 2019, for facility modifications without prior DERM approval; and

WHEREAS, Defendants on January 28, 2015 filed a Letter of Intent to Request an Environmental Quality Control Board Hearing (EQCB) for an appeal of the October 21, 2014 NOV and the January 14, 2015 Enforcement Letter, both issued by DERM; and

WHEREAS, Defendants voluntarily withdrew said EQCB hearing request on April 9, 2015; and

WHEREAS, this Agreement intends to settle finally all claims as between the parties listed above; and

WHEREAS, the Defendants, in an effort to avoid time consuming and costly litigation but without either admitting or denying the allegations made in the Complaint, hereby consent to the terms and conditions of this Agreement as delineated below.

Settlement Agreement – Miami-Dade County v. *Ralder Env. Svcs. of Fla., Inc., et al*
Case No. 2018-35581 CA 11

NOW, THEREFORE, in consideration of the mutual covenants and undertakings set forth in this Agreement, together with such other and good consideration, the receipt and sufficiency of which is hereby acknowledged, the parties do hereby agree as follows:

1. Incorporation of Recitals: Except as otherwise noted above, the above recitals are true and correct and incorporated into and made a part of this Agreement.
2. Defendants shall immediately cease and desist from: any further unauthorized discharges including but not limited to the Publicly Owned Treatment Works that includes the public sanitary sewer system, the associated manholes, sewer lines and pump stations; all activities which are causing or allowing the discharge of inadequately treated waste or wastewater to said Publicly Owned Treatment Works; any industrial waste discharges from Defendants' facility operations including but not limited to discharges from the Defendants' vac trucks on to open ground areas; and any unauthorized modifications to the Defendants' CWT facility.
3. Defendants shall correct the environmental violations at the Defendants' facility which is owned and operated by Defendants and is located at 4103 NW 132 Street, Opa Locka, Miami-Dade County, Florida, 33054, Folio No. 08-2129-000-0140 as follows:
 - (a)(i) Within thirty (30) days of the effective date of this Agreement, Defendants shall submit to DERM copies of the following documents for the time period beginning October 1, 2017, through the effective date of this Agreement:
Waste profiles for waste generators, transportation manifests associated with all loads collected from generators that are transported by Defendants or third party haulers associated with the Defendants, waste pre-acceptance forms and any associated laboratory results, logs of wastewater shipments received and rejected, and effluent discharge tracking forms and associated internal analytical results.

Settlement Agreement – Miami-Dade County v. *Raider Env. Svcs. of Fla., Inc., et al*
Case No. 2018-35581 CA 11

- (a)(II) Beginning on the effective date of this Agreement and continuing henceforth, as part of the facility's daily operations and Standard Operating Procedures, Defendants shall keep and maintain records utilizing the forms included with the latest version of the Waste Characterization and Classification Plan and the Specific Tracking Plan submitted to the Department. Said forms are made a part of this Agreement as Exhibit D and shall be submitted by Defendants to DERM upon request.
- (a)(III) Beginning on the effective date of this Agreement and continuing henceforth, as part of the facility's daily operations and Standard Operating Procedures, Defendants shall implement and maintain a record keeping system to document all wastes accepted at the Defendant's facility and waste profiles of the Defendant's customers, including waste profiles from sources served by third party haulers which use the Defendant's facility for final waste disposal. For wastes accepted at the facility, the Defendants shall, at a minimum, document the information outlined in Exhibit E in an electronic system. Defendants shall report said information in an electronic format that is acceptable to the Department as part of the Self-Monitoring Report permit requirement. Access to the Defendant's records and electronic record keeping system shall be provided to Department personnel upon request during facility inspections.
- (a)(IV) Within thirty (30) days of the effective date of this Agreement and continuing henceforth, Defendants shall correct all reporting violations previously cited in DERM notices issued to the Defendants and described in paragraph iv)a. including but not limited to submittal of complete, legible reports and photocopies when applicable; calibration, sampling and reporting of chemical parameters in accordance with the Florida Department of Environmental

Settlement Agreement – *Miami-Dade County v. Raider Env. Svcs. of Fla., Inc., et al*
Case No. 2018-35581 CA 11

Protection Sampling Standard Operating Procedures (SOPs); submittal of Chain of Custody (COC) records for any and all effluent samples collected and analyzed regardless of sampling collection dates. Additionally, if an analytical laboratory report is amended by the contracted laboratory, a written explanation for such amendment shall be submitted by the contract laboratory.

- (a)(v) Within sixty (60) days of the effective date of this Agreement, Defendants shall submit to DERM for review and approval plans for the substantial modification to its CWT facility, including but not limited to the facility's treatment units/processes, documented by DERM during recent inspections conducted on March 8, March 12 and March 21, 2019. Defendants shall, at a minimum, submit engineering plans, an engineering report, and a permit modification application that are prepared, signed and sealed by a State of Florida registered professional engineer with experience in the analysis, design and implementation of industrial wastewater treatment processes and systems. The engineering plans shall provide a complete representation of the entire wastewater treatment facility to include, but not be limited to, floor plans, equipment (e.g., storage/process tanks, treatment systems, etc.), piping, valves, and flow/process diagrams. The engineering report shall provide a listing of the types of wastes to be received following the waste subcategory classification system enumerated in 40 CFR 437 (i.e., metal bearing waste, oily wastes and organic wastes), and said report shall further provide a detailed description of the treatment processes and technologies to be used for each waste subcategory to establish compliance with all applicable federal and local sanitary sewer discharge standards. If Defendants opt to maintain the current IWP-432 permit designation as a multiple waste stream CWT facility regulated under 40 CFR 437, subpart D, the report shall provide all necessary supporting

Settlement Agreement – *Miami-Dade County v. Ralder Env. Svcs. of Fla., Inc., et al*
Case No. 2018-35581 CA 11

documentation to re-establish equivalent treatment in accordance with 40 CFR 437. The engineering plans and report shall include provisions for the installation of sampling points at appropriate locations within the individual treatment units/processes to evaluate pollutant removal efficiencies. Said sampling points shall be changed at DERM's request if the proposed sampling points or sampling locations are found to be inadequate.

(a)(v)(1) The above referenced documentation (i.e., engineering plans, engineering report and permit modification application) shall be submitted to the City of Opa-Locka Building Department for review prior to the DERM review.

(a)(v)(2) Within ten (10) days of completing all DERM approved modifications, Defendants shall submit to DERM a Certification of Completion (COC), signed and sealed by the engineer of record, to certify completeness of the modifications in accordance with approved plans.

(a)(v)(3) Defendants may continue to accept, store and treat wastes at the subject facility, and may elect to transport said wastes to an off-site permitted treatment or disposal facility, including other approved CWT facility locations. Defendants shall cease all discharges of non-domestic waste from the subject CWT facility into the public sanitary sewer system, associated manholes, sewer lines and pump stations until Defendant obtains the required COC approval pursuant to paragraph 3(a)(v)(2) above.

(a)(vi) Within thirty (30) days of DERM's receipt of the COC referenced in paragraph 3(a)(v)(2), above, Defendants shall submit to DERM a Certification Plan intended to confirm equivalent treatment of the waste subcategories to be

Settlement Agreement – Miami-Dade County v. Raider Env. Svcs. of Fla., Inc., et al
Case No. 2018-35581 CA 11

accepted through a full scale treatability test in accordance with the EPA Small Entity Compliance Guide for Centralized Waste Treatment (EPA Document No. 821-B-01-003, as amended). Said plan shall provide for the collection of samples from the individual treatment units/processes and shall be based on test batches of appropriate wastewater quantities that can be fully treated within a regular workday. The Defendants shall complete the certification activities within ninety (90) days of the Department's approval of the plan. Sampling activities in support of certification shall be conducted during regular workdays, Monday through Friday, 8am to 5pm, excluding legal County holidays, and shall be conducted at dates and times approved by DERM to allow Department personnel to be present during said activities. Sampling activities shall be performed by or at the direction of the Defendants at the Defendants' expense. The Department reserves the right to collect split samples during the activities.

- (a)(vii) Within thirty (30) days of completing the sampling activities, Defendants shall provide to the Department a final report that includes a summary of all sample results and a technical evaluation which assesses whether or not equivalent treatment has been achieved in accordance with the EPA Small Entity Compliance Guide and 40 CFR 437. If Defendants fail to timely conduct certification activities or validate that the facility provides equivalent treatment for any of the waste subcategories, Defendants shall be prohibited from further acceptance of wastes of said subcategory at the CWT facility.
- (b) Within ninety (90) days of the effective date of this Agreement, Defendants shall submit to the DERM Water and Wastewater Division construction drawings, engineering reports, and all applicable forms and applications, all of which are required by, and shall be sufficient for approval pursuant to Chapter

Settlement Agreement – Miami-Dade County v. *Ratler Env. Svcs. of Fla., Inc., et al*
Case No. 2018-35581 CA 11

24, Code of Miami-Dade County, and Section 62-604, F.A.C., to implement the following:

- (b)(i) Abandonment of all existing sanitary sewer connections to the public gravity sanitary sewer system, including removing all pipes and/or providing concrete plugs at entrance/exit of pipes (plugs shall be a minimum of twenty-four inches in length and full pipe diameter with #5 rebar inserted at pipe spring line and protruding one inch so as to be visible within manholes), and further, Defendants shall obtain any required permits, approvals and/or authorizations to timely accomplish the aforementioned requirements.
- (b)(ii) Conveyance of all site sewage flows, domestic and industrial, originating on the Defendant's property to an existing public sanitary sewer force main approved by DERM and the Utility. Conveyance shall be accomplished utilizing a new private pump station, new private force main and new public force main. There shall be no other off-site discharges. The system shall be configured to assure all discharges comply with all sanitary sewer discharge limitations and pretreatment standards, Section 24-42.4, Miami-Dade County Code.
- (b)(iii) Measurement of all site sewage quality and flows, instantaneous and totalizing, by a third party vendor using sensors and flow meter located prior to discharging off-site to a public force main. The third party vendor shall be selected by the Defendants but shall be approved by DERM. The sensors and flow meter shall be located within a fenced/secured area, where said area shall be a utility easement or property deeded to the Utility by the Defendants, as determined and approved by the Utility and DERM. The fenced/secured area shall only be accessible by the

Settlement Agreement – Miami-Dade County v. Raider Env. Svcs. of Fla., Inc., et al
Case No. 2018-35581 CA 11

Utility, DERM, and to the aforementioned third party vendor, and access shall be direct and not require entry through the Defendants' property. A sampling point located no less than two pipe diameters after the meter shall be provided within the fenced/secured area. The fenced/secured area shall be equipped with electrical power and electrical meter, outlets, lighting, web-based camera, sensors and flow meter with associated digital flow indicator and data transmitter. All equipment required within the fenced/secured area shall be approved by the Utility and DERM prior to being conveyed to the Utility and Defendants shall obtain all other required permits, approvals and/or authorizations prior to installation, repair or modification. Remote access to the web-based camera, sensors and meter data, including failure alarms, shall be provided to DERM and the Utility in a manner approved by DERM and the Utility, and shall be fully functional within five (5) days of the private pump station startup testing and prior to conveyance. Sensors shall be capable of inline real time monitoring of wastewater quality changes based on continuous real time detection of pollutants in the final effluent. At a minimum, sensors shall be capable of continuous detection of hydrocarbons by measuring total petroleum hydrocarbons, oil and grease or indirectly by measuring chemical oxygen demand. Sensors shall be calibrated and maintained in accordance with manufacturer specifications. All sensor and flow data shall be stored for a period of not less than one (1) year and available for downloading by DERM upon DERM request.

- (c) If DERM requires the Defendants to provide additional information, upon review of plans submitted pursuant to the requirements of the Consent

Settlement Agreement – Miami-Dade County v. Raider Env. Svcs. of Fla., Inc., et al
Case No. 2018-35581 CA 11

Agreement executed February 17, 2016 and as set forth in paragraph 3 of this Settlement Agreement, the additional information shall be provided to DERM within thirty (30) days of Defendants' receipt of the DERM correspondence requiring additional information. Additionally, all plan submittals shall be accompanied by payment of the applicable plan review fees.

(d) Within two hundred ten (210) days of the effective date of this Agreement, Defendants shall complete construction, testing, conveyance and certification of all modifications, required in paragraph 3(b) of this Agreement. Defendants shall obtain certification of completion (or equivalent) from the Building Department, Utility, Public Works Department, DERM and any other agency with jurisdiction over the work required in this Agreement within two hundred and forty (240) days of the effective date of this Agreement.

4. Defendants shall, within thirty (30) days of the effective date of this Agreement, submit to DERM for review and approval a testing plan (referred to as a Notice of Required Testing Plan or "NORTP") to determine the impacts of industrial waste discharges to the ground and ground water located in the area of Golf Course Boulevard and Jaan Avenue, the private property impacted by Defendants' vac truck discharges on September 18, 2017. Said plan shall be developed utilizing standard technical guidance criteria provided by the DERM Environmental Monitoring and Restoration Division. Upon receipt of DERM's approval or approval with modifications of the NORTP, Defendants shall implement and complete said testing in accordance with the terms and timeframes specified in said NORTP review letter issued by DERM, and Defendants shall timely implement all follow-up reporting and other actions required by DERM, pursuant to Section 24-7 of the Code, until any required site restoration is complete.

Settlement Agreement – Miami-Dade County v. *Ralder Env. Svcs. of Fla., Inc., et al*
Case No. 2018-35581 CA 11

5. If, upon review of Defendants' technical report submittals, DERM requires the submittal of additional information, the Defendants shall submit the required additional information along with the associated review fees within the timeframes specified by DERM. All submittals to DERM in accordance with paragraphs 4 and 5 of this Agreement shall be sent to: DERM Environmental Monitoring and Restoration Division, 701 NW 1 Court, Floor 4, Miami, FL, 33136.
6. Within thirty (30) days of written request by DERM, Defendants shall select, and submit to DERM for review and concurrence, a provider of Vehicle Global Positioning System (GPS) tracking devices, that shall at a minimum: provide web-based tracking and reporting of vehicle movement that includes real-time 24-hour location tracking which is supported by a third party vendor; The GPS software shall accurately locate and track vehicles within +/- three meters, and shall show the closest addresses or intersection along the street traveled, as well as the vehicle status (stopped, moving), speed, mileage, vehicle identification number, coordinates, and time duration stopped at locations; The software shall store such information in cloud-based servers and shall interface with the historical data providing a means to digitally extract the data for individual vehicles, location, time frames and any combination thereof; The software shall have the necessary tools to allow DERM exclusive functionality for retrieving, reviewing, and printing reports, and shall be set up to provide such to DERM; The software shall include a function of remote diagnostics or fault notification where the system is capable of notification if the system has been tampered with, and such notifications shall be set to be sent to DERM; The software shall be capable of date and time stamping all recording events; The software shall protect audit logs from unauthorized access, and shall log changes to administrative functions; Administrative access shall be provided to DERM only; The software shall be capable of keeping a minimum of six months of historical data at all times; and data history shall be

Settlement Agreement – Miami-Dade County v. *Raider Env. Svcs. of Fla., Inc., et al*
Case No. 2018-35581 CA 11

transferred or provided to DERM at least every six months, or sooner when requested; Within sixty (60) days of receiving DERM written concurrence and continuing thereafter, Defendants shall, at the Defendants' expense, install and maintain in working order the aforementioned DERM-approved GPS tracking devices on all of the Defendants' waste collection vehicles.

7. Administrative Costs and Penalties. Pursuant to Sections 24-29, 24-31, and 1-5 of the Code, Defendants agree to pay to Miami-Dade County the administrative costs and penalties accumulated in this matter. The Defendants shall pay the amount of one-hundred-five-thousand-dollars-and-zero-cents (\$105,000.00) in penalties, and shall pay the amount of twenty nine thousand three hundred forty-dollars-and-zero-cents (\$29,340.00) in administrative costs.¹ Defendants shall pay the total of these amounts, one-hundred-thirty-four-thousand-three-hundred-forty-dollars-and-zero-cents (\$134,340.00), by making four (quarterly) installment payments, with the first payment of \$33,585.00 due within thirty (30) days of the effective date of this Settlement Agreement. Thereafter, the Defendants shall submit to DERM on the first day of the month for each remaining three (3) quarters a payment of \$33,585.00 until the \$134,340.00 Settlement is paid in full. Payments shall be made by cashier's check payable to MIAMI-DADE COUNTY and delivered to: DERM Cashier, 3rd Floor, 701 NW 1st Court, Miami, Florida 33136, ATTN: Sharon Crabtree, DERM Code Enforcement Officer.

¹ This total largely consists of costs relating to expended monies and reimbursement of staff resources for enforcement, but also includes a portion of the anticipated administrative costs going forward, which will derive from one DERM effluent sampling and related analysis costs per month for 12 months. The County reserves the right to charge for other administrative costs of enforcement in accordance with paragraph 13 below.

Settlement Agreement – Miami-Dade County v. Raider Env. Svcs. of Fla., Inc., et al
Case No. 2018-35581 CA 11

- (a) DERM agrees to consider mitigation of the above referenced penalties (\$105,000.00) upon complete and timely, or expedited, compliance with all requirements of this Agreement, as follows:
- (a)(i) Upon the Defendants' full and timely compliance with all of the requirements of this Agreement, DERM will consider the Defendants' costs and expenses related to full compliance with the provisions of Paragraph 6 above, for the costs to install and maintain the GPS system, with a maximum reduction of penalties in the amount of no more than \$26,250, or the equivalent of one of the quarterly installment penalty payments referenced in paragraph 7 above. This shall not, however, be construed to guarantee a reduction in penalties, nor guarantee a reduction in an amount equal to the costs and expenses related to full compliance with the provisions of Paragraph 6 above if any reduction in penalties is provided.
- (a)(ii) Raider's expedited compliance, as determined by DERM, with the timeframes required by paragraph 3(b) of this Agreement (including its subparts) shall result in a reduction of the above referenced penalties in the amount of \$250 per day for each day of compliance prior to the provided deadlines required by paragraph 3(b) and its subparts, up to a maximum of 30 days prior to the deadline, or no greater than a maximum penalty reduction of \$7,500 as it pertains to paragraph 3(b) and its subparts. For purposes of the mitigation of penalties for early compliance with paragraph 3(b) of the Settlement Agreement, the determinative date is the time of submission of the approvable version of the construction drawings, engineering reports, and all applicable forms and applications, with the approvability determined by DERM in

Settlement Agreement – *Miami-Dade County v. Raider Env. Svcs. of Fla., Inc., et al*
Case No. 2018-35581 CA 11

accordance with Chapter 24, Code of Miami-Dade County, and Section 62-604, F.A.C. For example, if DERM agrees that Raider completed the compliance requirements of paragraph 3(b) (including all subparts) five days prior to the written deadline, Raider would receive a \$1,250.00 penalty reduction. Similarly, if DERM agrees that Raider was in full compliance thirty days prior to the written deadlines for paragraph 3(b) and its subparts, then Raider will receive the maximum penalty reduction of \$7,500 as it pertains to paragraph 3(b) and its subparts.

(a)(iii) Raider's early compliance, as determined by DERM, with the respective timeframes required by paragraph 3(d) of this Agreement shall result in a reduction of the above referenced penalties in the amount of \$250 per day for each day of compliance prior to the provided deadlines required by paragraph 3(d), up to a maximum of 30 days prior to the deadline, or no greater than a maximum penalty reduction of \$7,500 as it pertains to paragraph 3(d). For purposes of the mitigation of penalties for early compliance with paragraph 3(d) of the Settlement Agreement, the determinative date is the aggregate time for the physical construction, testing, conveyance, and certification of all modifications required by Paragraphs 3(b) including its subparts, and paragraph 3(c) of the Agreement, and further includes the time for the Defendants to obtain the Certificate of Completion (or equivalent) relating to construction, testing, conveyance, and certification of all modifications required therein, but shall exclude the period(s) of time for County review of approvable plans submitted within the timeframes required in paragraph 3(b),

Settlement Agreement – Miami-Dade County v. Raider Env. Svcs. of Fla., Inc., et al
Case No. 2018-35581 CA 11

above. For example, if DERM agrees that Raider completed the compliance requirements of paragraph 3(d) five days prior to the written deadline, not including County review time of approvable plans submitted within the timeframes required in paragraph 3(b), above, Raider would receive a \$1,250.00 penalty reduction. If DERM agrees that Raider completed the compliance requirements of paragraph 3(b)(including subparts) AND paragraph 3(d) thirty days prior to the required deadlines in this Agreement, not including County review time of approvable plans submitted within the timeframes required in paragraph 3(b), above, Raider would receive a \$15,000.00 penalty reduction.

8. Attorney's Fees for Miami-Dade County. Pursuant to Sections 24-31 and 1-5 of the Code, Defendants agree to pay Miami-Dade County the total sum of seven-thousand-five-hundred-dollars-and-zero-cents (\$7,500) as and for attorney's fees in this matter, with payment being due within sixty (60) days of the execution of this Settlement Agreement. Payment shall be made by cashier's check made payable to MIAMI-DADE COUNTY and delivered to David Sherman Esq., (or his successor), Assistant County Attorney, 111 N.W. 1st Street, Suite 2810, Miami, Florida 33128.
9. Failure to Timely Pay. Failure to timely make any of the payments set forth herein shall entitle Miami-Dade County to a judgment against Defendants for any and all unpaid amounts and the entire balance remaining, including interest at the statutory rate, after notice to Defendants and a ten (10) day opportunity to cure, and upon the filing of an affidavit of non-payment with this Court.
10. Access to Property. The Defendants agree to grant the Plaintiff access to the subject Properties upon request for the purposes of determine compliance with this Settlement Agreement.

Settlement Agreement – Miami-Dade County v. Raider Env. Svcs. of Fla., Inc., et al
Case No. 2018-35581 CA 11

11. **Failure to Comply.** Failure to comply with the requirements contained in this Settlement Agreement shall subject the Defendants to the following penalties in accordance with Chapter 24 of the Miami-Dade County Code:
 - (a) For non-compliance with the provisions of paragraphs 2, 3b, and 3d, including subparts, the Defendants shall be liable to Miami-Dade County for monetary penalties of \$500 per each day for each instance of any such non-compliance, and for any violations continuing beyond 30 days from the required compliance timelines in paragraphs 2, 3b and 3d (and their subparts), DERM shall revoke permits for Defendants' operations; and the Court may afford any other relief allowed by law that it deems just.
 - (b) For non-compliance with the provisions of paragraphs 3a, 3c, 4, 5, and 6, including subparts, the Defendants shall be liable to Miami-Dade County for monetary penalties of \$250 per day per each day for each instance of any such non-compliance; and the Court may afford any other relief allowed by law that it deems just.
12. **Dismissal.** This Settlement Agreement shall be filed with the Court and approved by the Court by entry of an Agreed Order. Upon approval by the Court, this action against the Defendants shall be dismissed with prejudice, with the Court retaining jurisdiction to enforce the terms and provisions of this Settlement Agreement.
13. **Enforcement of Agreement.** This Settlement Agreement may be enforced in a court of competent jurisdiction through the issuance of an Injunctive Order or such other legal remedy as may be available. In the event Defendants fail to comply with the provisions of this Settlement Agreement, Miami-Dade County shall be entitled to seek specific performance of this Settlement Agreement. In the event of any action to enforce the terms and provisions of this Settlement Agreement, the Plaintiff shall be entitled to all costs, including reasonable attorney's fees. Costs as used in this paragraph shall

Settlement Agreement – Miami-Dade County v. Ralder Env. Svcs. of Fla., Inc., et al
Case No. 2018-35581 CA 11

include administrative staff time necessary to the enforcement of this Settlement Agreement. The settling parties agree and desire for the Court to retain jurisdiction over the provisions of this Settlement Agreement and to enter such orders as are necessary to enforce compliance with the terms thereof.

14. Future Compliance with Code. Nothing herein shall relieve the Defendants from the requirements of future compliance with the Code of Miami-Dade County.
15. Costs and Attorney's Fees. Except as otherwise provided herein, each of the parties shall bear its own costs and attorney fees.
16. Effective date. This Agreement shall become effective ("Effective Date") upon the execution by all Parties.
17. Acknowledgment. Everyone who signs this Agreement represents by signing it that each has fully reviewed the contents of this documentation, each understands the contents of the documentation, has had advice of counsel regarding the contents and legal effect of this documentation, is not relying on the representations of any other Party or the attorneys for the other Party in entering into this Agreement, executes this Agreement of his/her own free will and accord, and that each agrees to be fully bound by the terms and conditions of this Agreement, and that anyone signing this Agreement in a representative capacity has full authority to execute this Agreement in such representative capacity and to bind legally the Party for whom he or she signs.
18. Governing Law and Enforcement. This Agreement shall be construed, interpreted, enforced, and applied in accordance with Florida law without regard to any conflict of laws provisions. The Parties agree that any action to enforce this Agreement shall be brought in state court in Miami-Dade County, Florida.
19. Construction. This Agreement was negotiated and mutually drafted by the Parties in good faith to avoid further litigation and/or administrative proceedings and thus embodies a final settlement of all claims among them with respect to the subject matter

Settlement Agreement – Miami-Dade County v. Ralder Env. Svcs. of Fla., Inc., et al
Case No. 2018-35581 CA 11

hereof. Therefore, this Agreement is not to be construed against any Party as the drafter. In agreeing to the terms of this Agreement, no Party is relying upon any representation or statement made by any other Party, nor by anyone representing or employed by that Party except such representations as are expressly set forth in this Agreement.

20. Advice of Counsel. The Parties represent, by signing this Agreement, they have relied upon the advice of their attorneys, who are attorneys of their own choice, and that they have carefully read and understood the terms of this Agreement, and that those terms are fully understood and voluntarily accepted by them. Each Party has made such investigation of the facts pertaining to this Agreement and of all other matters as they deem necessary, and each Party agrees to be fully bound by the terms and conditions of this Agreement.
21. Binding Effect. This Agreement shall be binding upon the Parties hereto, their heirs, successors and/or assigns.
22. Amendment. No modification, waiver, amendment, discharge or change of this Agreement shall be valid, unless the same is in writing and signed by each of the Parties.
23. Waiver. The Parties agree that the waiver of any breach of this Agreement by any party shall not constitute a waiver of any other breach of this Agreement.
24. Headings. The headings used in this Agreement are solely for the convenience of the Parties and not to be used in the interpretation or construction of the Agreement.
25. Survival. The representations, covenants, and agreements of the Parties hereto made in this Agreement shall remain operative and survive the execution and delivery hereof.
26. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute a single

Settlement Agreement – Miami-Dade County v. Raider Env. Svcs. of Fla., Inc., et al
Case No. 2018-35581 CA 11

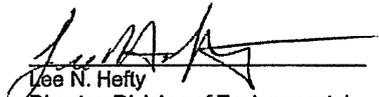
instrument. Signatures to this Agreement provided electronically shall be deemed original signatures.

27. Further Cooperation. Each of the Parties hereto shall execute such further documents reasonable and necessary in order to carry out the purpose and intent of this Agreement.

28. DERM Obligations. DERM agrees to reinstate permit LW-649 upon full execution of this Agreement.

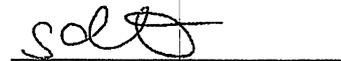
AGREED this 17 day of MAY, 2019.

MIAMI-DADE COUNTY

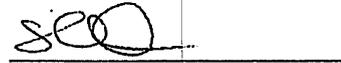

Lee N. Hefty
Director, Division of Environmental
Resources Management


David Sherman Esq.
Attorney for Plaintiff
Assistant County Attorney
Florida Bar No.: 69663
Telephone: (305) 375-5151
Facsimile: (305) 375-5611
E-mail: Sherman@miamidade.gov
Ulla@miamidade.gov

DEFENDANT


Steve Obst, Member
Raider Realty, LLC


Steve Obst, President/Director
Raider Environmental Services of Florida, Inc.


Steve Obst, Individually


Cliff Schulman, Esq.
Attorney for Defendants
Wells Serota Helfman Cole & Bierman
2525 Ponce de Leon Blvd, Suite 700
Coral Gables, FL 33134
Florida Bar No.: 150010
Telephone: (305) 854-0800
Facsimile: (954) 764-7770
Email: CSchulman@wsh-law.com

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Florida Department of Environmental Protection

Hazardous Waste Facility Compliance History

Activity History Listing

Activity History for:

EPAID: FLR000143891, Raider Environmental Services

Note: ETA links to Enforcement Tracking Activity

Date Done	Activity Type	Activity Comments	ETA Link
11/13/2008	Site Inspection	Routine; CESQG (<100 kg/month) - Routine; Used Oil Transporter - Routine; Used Oil Processor - Routine; Used Oil Marketer - Routine; VSQG (<100 kg/month)	
11/19/2008	Informal Verbal Enforcement	Finished-11/19/2008	
8/11/2009	Submittal Received By Department	Finished-08/11/2009	
4/15/2010	Informal Verbal Enforcement	Finished-04/15/2010	
4/15/2010	Site Photos	Finished-04/15/2010	
4/15/2010	Site Inspection	Routine; CESQG (<100 kg/month) - Routine; Used Oil-Other - Routine; Hazardous Waste Transporter - Routine; Used Oil Transporter - Routine; Used Oil Processor - Routine; Used Oil Marketer - Routine; VSQG (<100 kg/month)	
4/22/2010	Submittal Received By Department	Finished-04/22/2010	
6/9/2010	Submittal Received By Department	Finished-06/09/2010	
6/9/2010	Submittal Received By Department	Finished-06/09/2010	
6/9/2010	Submittal Received By Department	Finished-06/09/2010	
9/13/2010	Submittal Received By Department	Finished-09/13/2010	
3/14/2011	Site Inspection	Complaint; Non-Handler - Complaint; Transporter - Complaint; Used Oil Transporter - Complaint; Used Oil Transfer Facility - Complaint; Used Oil Processor	
3/16/2011	Site Photos	Finished-03/16/2011	
3/16/2011	Site Photos	Finished-03/16/2011	
3/16/2011	Site Photos	Finished-03/16/2011	
3/16/2011	Site Photos	Finished-03/16/2011	
3/16/2011	Informal Verbal Enforcement	Finished-03/16/2011	
3/16/2011	Site Photos	Finished-03/16/2011	
3/24/2011		SNY Facility was not up-to-date on Financial Assurance and had not submitted as built that were required under their permit.; DAY 0: 14-MAR-11	150718

Activity and Violation History

	Federal Significant Noncompliance - Yes		
6/23/2011	Civil Penalty Authorization Memo	Approved for CIVIL PENALTY AUTHORIZATION MEMO-06/17/2011 - Finished-06/23/2011	150718
7/7/2011	Warning Letter	Finished-07/07/2011 - Sent for WARNING LETTER-07/07/2011	150718
8/18/2011	Submittal Received By Department	Finished-08/18/2011	150718
8/18/2011	Submittal Received By Department	Finished-08/18/2011	150718
8/18/2011	Submittal Received By Department	Finished-08/18/2011	150718
8/23/2011	Department Comments	Finished-08/23/2011	150718
8/23/2011	Informal Hearing	Finished-08/23/2011	150718
8/23/2011	Meeting	Finished-08/23/2011	150718
9/7/2011	Department Comments	Finished-09/07/2011	150718
9/7/2011	Submittal Received By Department	Finished-09/07/2011	150718
1/9/2012	Federal Significant Noncompliance - No	SNN Facility return to compliance on 11/29/2011, when at a meeting in Tally they provided paperwork to support having Financial Assurance and produced "as built" that were required by their permit.; DAY 0: 14-MAR-11	150718
1/9/2012	Letter	Finished-01/09/2012	150718
1/17/2012	Short Form Consent Order	Executed for SHORT FORM CONSENT ORDER-01/17/2012 - Finished-01/17/2012	150718
1/17/2012	Submittal Received By Department	Finished-01/17/2012	150718
1/18/2012	Submittal Received By Department	Finished-01/18/2012	150718
1/18/2012	Department Comments	Finished-01/18/2012	150718
3/7/2012	Penalty	Finished-03/07/2012	150718
6/19/2012	Letter	Finished-06/19/2012	150718
6/25/2012	Penalty	Finished-06/25/2012	150718
7/17/2012	Letter	Finished-07/17/2012	
7/23/2012	Penalty	Finished-07/23/2012	150718
8/7/2012	Penalty	Finished-08/07/2012	150718
8/14/2012	Penalty	Finished-08/14/2012	150718
8/22/2012	Penalty	Finished-08/22/2012	150718

Activity and Violation History

9/19/2012	Penalty	Finished-09/19/2012	150718
10/4/2012	Site Inspection	Routine; CESQG (<100 kg/month) - Routine; Hazardous Waste Transporter - Routine; Used Oil Transporter - Routine; Used Oil Transfer Facility - Routine; Used Oil Processor - Routine; Used Oil Marketer - Routine; VSQG (<100 kg/month)	
10/9/2012	Site Photos	Finished-10/09/2012	
10/9/2012	Status Report	Finished-10/09/2012	
10/16/2012	Penalty	Finished-10/16/2012	150718
10/22/2012	Submittal Received By Department	Finished-10/22/2012	
12/5/2012	Penalty	Finished-12/05/2012	150718
12/11/2012	Submittal Received By Department	Finished-12/11/2012	
12/11/2012	Submittal Received By Department	Finished-12/11/2012	
12/11/2012	Submittal Received By Department	Finished-12/11/2012	
12/11/2012	Submittal Received By Department	Finished-12/11/2012	
12/11/2012	Submittal Received By Department	Finished-12/11/2012	
12/11/2012	Submittal Received By Department	Finished-12/11/2012	
1/30/2013	Federal Significant Noncompliance - Yes	SNY Facility made major modifications to the facility without notifying Tally UOP case manager concerning changes to their permit. Also, no "as built" were supplied for these modifications. These are similar violations to those noted in the last inspection. They just finished making payments on a Consent Order from that inspection.; DAY 0: 04-OCT-12	165063
2/4/2013	Submittal Received By Department	Finished-02/04/2013	165063
2/13/2013	Enforcement Tracking	Finished-02/13/2013	150718
5/13/2013	Federal Significant Noncompliance - No	SNN Major Modification of permit was completed on 4/1/2013; DAY 0: 04-OCT-12	165063
5/13/2013	Return To Compliance Letter	Finished-05/13/2013	165063
10/4/2013	Warning Letter	Sent for WARNING LETTER-10/04/2013 - Finished-10/07/2013	165063
11/14/2013	Informal Hearing	Finished-11/14/2013	165063
12/4/2013	Submittal Received By Department	Finished-12/04/2013	165063
12/17/2013	Meeting	Finished-12/17/2013	165063
3/5/2014	Site Inspection	Routine; CESQG (<100 kg/month) - Routine; Hazardous Waste Transporter - Routine; Used Oil Transporter - Routine; Used Oil Transfer Facility - Routine; Used Oil Generator - Routine; Used Oil Processor - Routine; Used Oil Marketer - Routine; VSQG (<100 kg/month)	
3/10/2014	Status Report	Finished-03/10/2014	

Activity and Violation History

3/10/2014	Case Report	Sent to OGC for CASE REPORT-02/14/2014 - Finished-03/10/2014	165063
3/10/2014	Site Photos	Finished-03/10/2014	
3/26/2014	Department Comments	Finished-03/26/2014	165063
6/3/2014	Submittal Received By Department	Received for SUBMITTAL RECEIVED BY DEPARTMENT-03/18/2014 - Finished-06/03/2014	
6/11/2014	Verbal Compliance Assitance Offer	Compliance Assistance On-Site Visit -03/05/2014 - Finished-06/11/2014	
4/10/2015	Short Form Consent Order	Sent for SHORT FORM CONSENT ORDER-04/10/2015 - Finished-04/15/2015	165063
4/14/2015	Short Form Consent Order	Executed for SHORT FORM CONSENT ORDER-04/14/2015 - Finished-04/15/2015	165063
4/15/2015	Penalty	Finished-04/15/2015	165063
6/22/2015	Enforcement Tracking	Finished-06/22/2015	165063
12/8/2016	Site Inspection	Routine; CESQG (<100 kg/month) - Routine; Hazardous Waste Transporter - Routine; Used Oil Transporter - Routine; Universal Waste Transporter - Routine; Hazardous Waste Transfer Facility - Routine; Used Oil Transfer Facility - Routine; Used Oil Processor - Routine; Used Oil Marketer - Routine; VSQG (<100 kg/month)	
1/12/2017	Status Report	Finished-01/12/2017	
1/12/2017	Site Photos	Finished-01/12/2017	
1/19/2017	Submittal Received By Department	Finished-01/19/2017	
3/20/2017	Submittal Received By Department	Finished-03/20/2017	
8/23/2018	Site Inspection	Routine; CESQG (<100 kg/month) - Routine; Hazardous Waste Transporter - Routine; Used Oil Transporter - Routine; Universal Waste Transporter - Routine; Used Oil Transfer Facility - Routine; Used Oil Generator - Routine; Used Oil Processor - Routine; VSQG (<100 kg/month)	
11/7/2018	Site Inspection	Complaint; Used Oil Processor	
1/17/2019	Site Photos	Finished-01/17/2019	
1/17/2019	Site Photos	Finished-01/17/2019	
1/17/2019	Site Photos	Finished-01/17/2019	
1/17/2019	Status Report	Finished-01/17/2019	
1/17/2019	Document Forwarded	Finished-01/17/2019	
1/17/2019	Financial Record	Finished-01/17/2019	
1/17/2019	Public Notice Publication	Finished-01/17/2019	
1/22/2019	Financial Record	Finished-01/22/2019	
3/8/2019	Complaint	Finished-03/08/2019	
3/8/2019	Document Forwarded	Finished-03/08/2019	
3/8/2019	Site Photos	Finished-03/08/2019	
3/8/2019	Site Photos	Finished-03/08/2019	
3/8/2019	Submittal Received By Department	Finished-03/08/2019	
3/14/2019	Site Photos	Finished-03/14/2019	
8/25/2020	Site Inspection		

Activity and Violation History

		Routine; CESQG (<100 kg/month) - Routine; Hazardous Waste Transporter - Routine; Used Oil Transporter - Routine; Universal Waste Transporter - Routine; Used Oil Transfer Facility - Routine; Used Oil Processor - Routine; VSQG (<100 kg/month)	
9/28/2020	Submittal Received By Department	Finished-09/28/2020	
9/30/2020	Status Report	Finished-09/30/2020	
9/30/2020	Site Photos	Finished-09/30/2020	
9/30/2020	Site Photos	Finished-09/30/2020	

This pulls the Violation History

Violation History

Vio#	Area	Regulation	Opened By	Date Determined	Completed	ETA	Act	Act Date	Regulation Text Excerpt (mouse over for more text)
1	279.F	279.52(a)	Quigley_J	11/13/2008	8/11/2009		13881	11/13/2008	Preparedness and prevention. Owners and operators of used oil processing and re-refining facilities must comply with the following requirements:
2	XXS	62-710.401(6)	Quigley_J	11/13/2008	8/11/2009		13881	11/13/2008	No person may store used oil in tanks or containers unless they are clearly labeled with the words "used oil" and are in good condition (no severe rusting, apparent structural defects or deterioration) with no visible oil leakage. If tanks or contain
3	279.E	279.46(a)(1)	Quigley_J	11/13/2008	8/11/2009		13881	11/13/2008	The name and address of the generator, transporter, or processor/re-refiner who provided the used oil for transport;
4	263.B	263.20	Winston_K	4/15/2010	6/9/2010		117000000100427	4/15/2010	The manifest system.
5	XXS	62-710.850(5)(a)	Winston_K	4/15/2010	6/9/2010		117000000100427	4/15/2010	All persons storing used oil filters shall store used oil filters in above ground containers which are clearly labeled "Used Oil Filters," and which are in good condition (no severe rusting, apparent structural

Activity and Violation History

									defects or deterioration) with no visib
6	XXS	62-710.850(4)(c)	Winston_K	4/15/2010	6/9/2010		117000000100427	4/15/2010	No later than March 1 of each year, each registered used oil filter processor shall submit an annual report for the preceding calendar year to the Department on Form 62-710.901(5). This report shall summarize the records kept pursuant to paragraph (a
7	279.F	279.54(f)	Winston_K	4/15/2010	6/9/2010		117000000100427	4/15/2010	Labels.
8	279.F	279.52(a)(6)	Winston_K	4/15/2010	6/9/2010		117000000100427	4/15/2010	Arrangements with local authorities.
9	279.F	279.52(b)(2)	Winston_K	4/15/2010	6/9/2010		117000000100427	4/15/2010	Content of contingency plan.
10	279.F	279.54(f)	Winston_K	3/14/2011	3/14/2011	150718	117000000100780	3/14/2011	Labels.
11	XXS	62-710.850(5)(a)	Winston_K	3/14/2011	3/14/2011	150718	117000000100780	3/14/2011	All persons storing used oil filters shall store used oil filters in above ground containers which are clearly labeled "Used Oil Filters," and which are in good condition (no severe rusting, apparent structural defects or deterioration) with no visib
12	279.F	279.52(a)(1)	Winston_K	3/14/2011	11/28/2011	150718	117000000100780	3/14/2011	Maintenance and operation of facility. Facilities must be maintained and operated to minimize the possibility of a fire, explosion, or any unplanned sudden or non-sudden release of used oil to air, soil, or surface water which could threaten human he
13	279.F	279.52(b)(2)	Winston_K	3/14/2011	11/28/2011	150718	117000000100780	3/14/2011	Content of contingency plan.
14	PCR	62-710.800(6)	Winston_K	3/14/2011	11/28/2011	150718	117000000100780	3/14/2011	Financial assurance.
15	PCR	62-710.800(2)	Winston_K	3/14/2011	11/28/2011	150718	117000000100780	3/14/2011	An owner or operator of a used oil processing

Activity and Violation History

									facility shall operate, modify, or close such a facility only pursuant to a permit issued by the Department in accordance with this chapter.
16	279.F	279.55(b)	Winston_K	10/4/2012	10/22/2012		163013	10/4/2012	On-specification used oil fuel in 279.72. At a minimum, the plan must specify the following if 279.72 is applicable:
17	PCR	62-710.800(2)	Winston_K	10/4/2012	4/1/2013	165063	163013	10/4/2012	An owner or operator of a used oil processing facility shall operate, modify, or close such a facility only pursuant to a permit issued by the Department in accordance with this chapter.
18	PCR	62-710.800(6)	Winston_K	10/4/2012	10/23/2012		163013	10/4/2012	Financial assurance.
19	279.F	279.52(a)(2)(iii)	Winston_K	10/4/2012	10/22/2012		163013	10/4/2012	Portable fire extinguishers, fire control equipment (including special extinguishing equipment, such as that using foam, inert gas, or dry chemicals), spill control equipment and decontamination equipment; and
20	XXS	62-710.600(2)(c)	Winston_K	10/4/2012	10/22/2012		163013	10/4/2012	Maintain a record of training in the company's operating record and the individual personnel files indicating the type of training received along with the dated signature of those receiving and providing the training. These records shall be retained
21	279.F	279.52(b)(2)	Winston_K	10/4/2012	10/22/2012		163013	10/4/2012	Content of contingency plan.
22	XXS	62-710.600(2)(c)	Winston_K	3/5/2014	3/18/2014		170942	3/5/2014	Maintain a record of training in the company's operating record and the individual personnel

Activity and Violation History

									files indicating the type of training received along with the dated signature of those receiving and providing the training. These records shall be retained
23	279.E	279.43(b)	Winston_K	12/8/2016	12/23/2016		179251	12/8/2016	DOT Requirements. Used oil transporters must comply with all applicable requirements under the U.S. Department of Transportation regulations in 49 CFR parts 171 through 180. Persons transporting used oil that meets the definition of a hazardous mater

Occupational Safety and Health Administration

Menu

SEARCH OSHA

OSHA ▾ STANDARDS ▾ ENFORCEMENT TOPICS ▾ HELP AND RESOURCES ▾ [Contact Us](#) [FAQ](#) [A to Z Index](#) [English](#)
[Español](#)

Establishment Search

Reflects inspection data through 07/29/2021

This page enables the user to search for OSHA enforcement inspections by the name of the establishment. Information may also be obtained for a specified inspection or inspections within a specified SIC.

Note: Please read important information below regarding interpreting search results before using.

Search By:

Your search did not return any results.

Establishment
(This box can also be used to search for a State Activity Number for the following states: NC, SC, KY, IN, OR and WA)

State

OSHA Office

Site Zip Code

Case Status All Closed Open

Violation Status All With Violations Without Violations

Inspection Date

Start Date

End Date

Can't find it?

[Wildcard use %](#)

[Basic Establishment Search Instructions](#)

[Advanced Search Syntax](#)

NOTE TO USERS

Establishment Search Page | Occupational Safety and Health Administration Page 2 of 2

The Integrated Management Information System (IMIS) was designed as an information resource for in-house use by OSHA staff and management, and by state agencies which carry out federally-approved OSHA programs. Access to this OSHA work product is being afforded via the Internet for the use of members of the public who wish to track OSHA interventions at particular work sites or to perform statistical analyses of OSHA enforcement activity. It is critical that users of the data understand several aspects of the system in order to accurately use the information.

The source of the information in the IMIS is the local federal or state office in the geographical area where the activity occurred. Information is entered as events occur in the course of agency activities. Until cases are closed, IMIS entries concerning specific OSHA inspections are subject to continuing correction and updating, particularly with regard to citation items, which are subject to modification by amended citations, settlement agreements, or as a result of contest proceedings. THE USER SHOULD ALSO BE AWARE THAT DIFFERENT COMPANIES MAY HAVE SIMILAR NAMES AND CLOSE ATTENTION TO THE ADDRESS MAY BE NECESSARY TO AVOID MISINTERPRETATION.

The Integrated Management Information System (IMIS) is designed and administered as a management tool for OSHA to help it direct its resources. When IMIS is put to new or different uses, the data should be verified by reference to the case file and confirmed by the appropriate federal or state office. Employers or employees who believe a particular IMIS entry to be inaccurate, incomplete or out-of-date are encouraged to contact the OSHA field office or state plan agency which originated the entry.

UNITED STATES DEPARTMENT OF LABOR

Occupational Safety and Health Administration
200 Constitution Ave NW
Washington, DC 20210
800-321-6742 (OSHA)
TTY
www.OSHA.gov

FEDERAL GOVERNMENT

White House
Severe Storm and Flood Recovery Assistance
Disaster Recovery Assistance
DisasterAssistance.gov
USA.gov
No Fear Act Data
U.S. Office of Special Counsel

OCCUPATIONAL SAFETY AND HEALTH

Frequently Asked Questions
A - Z Index
Freedom of Information Act
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Plug-Ins Used by DOL
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STATEMENT OF COMMITMENT TO ENVIRONMENTAL PROTECTION

At Raider, we take compliance seriously and are committed to achieving and maintaining our exceptional compliance record with the maritime industry, through the careful diligence of our trained , professional employees.

Our turnkey service includes a thorough review of the waste generated by our clients, to ensure that the waste being removed from their facilities is properly qualified and managed in full compliance with applicable regulations.

Through our management team, we routinely identify potential hazards, prioritize and implement action plans that will eliminate or mitigate environmental and safety risks, and protect our employees and customers.

We emphasize the importance of going above and beyond industry standards and company policies and guidance, promoting sustainable efforts to protect the environment. We continue to strive to ensure that our services, facilities and activities protect our customers, communities , and the environment.

PROMOTING GROWTH AT PORT EVERGLADES

Raider has always been a sustainable company by virtue of the environmental services it provides to its communities and customers. Our business's core value is in reusing, recycling, which are put back into the supply chain.

Creating a successful business and building a better world are not conflicting goals – they are both essential for long-term growth that benefits our employees, customers, and the communities where we live and work.

Our commitment to sustainability begins with the waste materials we collect. Whenever possible, the waste will be recycled, reused, or implemented in a waste-to-energy process. By providing premier, sustainable, and cost-effective services, we continue to protect the earth's resources and help the business world run cleaner.

In pursuit of this goal, we have invested in developing multiple waste recovery centers around the State, including (2) oil processing facilities, and a wastewater treatment facility .Our waste life cycles benefit not only our own sustainability initiatives, but those of our customers as well.

We are driven to continuously improve and create goals that provide future generations the ability to build a better world. Now more than ever we strive to further develop and implement an environmental, social, and corporate governance plan that is committed to measuring, monitoring, and providing excellence in environmental performance that benefits all members of our communities.

U.S. Department of
Homeland Security
United States
Coast Guard



Commander
United States Coast Guard
Sector Miami

100 MacArthur Causeway
Miami Beach, FL 33139-5101
Phone: (305) 695-2344
Fax: (305) 535-8731
Email: facmiami@uscg.mil

16471/19-0330
April 23, 2019

MISLE#: 6661233
FIN#: MIAM4587

FACILITY RESPONSE PLAN APPROVAL LETTER # 19-0330

Raider Environmental Services
Attn: Steve Obst
4103 Northwest 132nd Street
Opa Locka, FL 33054

Dear Sir:

The Facility Response Plan (FRP) for Raider Environmental Services, submitted to meet the requirements of Title 33 Code of Federal Regulations (CFR) Part 154, is approved. **This approval is valid until April 23, 2024.**

You are reminded that Raider Environmental Services must be in full compliance with this plan in order to handle, store, transport, transfer, or lighter any oil or oil products. Compliance includes ensuring the required resources are in place and available through contract or other approved means. In addition, you should maintain a copy of the response plan at the marine transportation related portion of your facility.

You are required to resubmit an updated plan every five years in accordance with 33 CFR 154.1030 and 154.1060. If you make any changes outlined in 33 CFR 154.1065(b), such as changing the types of oil handled or your OSRO, you must submit revisions to this office within 30 days. Finally, you must notify this office if you make revisions to personnel and telephone number lists included in the response plan.

If you have any questions, please contact the Sector Miami Facilities and Containers Branch at (305) 695-2344 or by e-mail at facmiami@uscg.mil.

Sincerely,

A handwritten signature in black ink, appearing to read "J. K. Velasco".

J. K. VELASCO
Lieutenant Commander
Captain of the Port, Miami
U. S. Coast Guard
By direction



Environmental Protection and Growth Management Department
ENVIRONMENTAL ENGINEERING AND PERMITTING DIVISION
1 North University Drive, Mailbox 201, Plantation, Florida 33324
954-519-1483 * FAX 954-519-1412

WASTE TRANSPORTER LICENSE

Raider Environmental Services, Inc.
Attention: Steve Obst, Owner
4103 NW 132 ST
Opa Locka, FL 33054

License Number: WT-21-0046

This license is issued under the provisions of Chapter 27 of the Broward County Code of Ordinances hereinafter called the Code. The above-named applicant, hereinafter called Licensee, is hereby authorized to perform the work or operate the facility shown on the approved drawings, plans, documents, and specifications submitted by Licensee and made a part hereof and described specifically below. If no objection to this license is received within 14 days, you will be deemed to have accepted it and all the attached terms and conditions.

ALL GENERAL CONDITIONS and SPECIFIC CONDITIONS, as attached, are considered to constitute the requirements of this license. The Licensee is required to fully comply with all these conditions. Any failure to comply with conditions or requirements as set forth may result in revocation or suspension of this license and may subject the Licensee to enforcement action in accordance with the provisions of Article 1, Division 4 of the Code.

Nature of Business:

Sludge Hauling

- Grease Trap
- Sewage from Lift Stations
- Storm & Sanitary Sewer Debris
- Sewage from vessels

Discarded Hazardous Material Hauling

- Used Oil
- RCRA Hazardous Waste
- Nonhazardous Industrial Waste (Solid)
- Nonhazardous Industrial Waste (Liquid)
- Contaminated Soils

Biomedical Waste Hauling

Prepared By: Didier Dupuy
Application Received: 02/20/2021
Date of Issue: 05/03/2021
Renewal App. Due: 12/30/2022
Expiration Date: 02/28/2023


Environmental Engineering and Permitting Division

WASTE TRANSPORTER LICENSE

GENERAL CONDITIONS

- (1) The terms, conditions, requirements, limitations and restrictions set forth herein are accepted by the Licensee and must be completed by the Licensee and are enforceable by Environmental Protection and Growth Management Department (EPGMD) pursuant to Chapter 27 of the Broward County Code of Ordinances (BCC). EPGMD will review this license periodically and may revoke or suspend the license, and initiate administrative and/or judicial action for any violation of the conditions by the Licensee, its agents, employees, servants or representatives.
- (2) This license is valid only for the specific uses set forth in the license application and any deviation from the approved uses may constitute grounds for revocation, suspension, and/or enforcement action by EPGMD.
- (3) In the event the Licensee is temporarily unable to comply with any of the conditions of the license or with Chapter 27 BCC, the Licensee shall notify EPGMD within eight (8) hours or as stated in the specific section of Chapter 27 BCC. Within three (3) working days of the event, the Licensee shall submit a written report to EPGMD that describes the incident, its cause, the measures being taken to correct the problem and prevent its reoccurrence, the owner's intention regarding the repair, replacement and reconstruction of destroyed facilities and a schedule of events leading toward operation with the license condition.
- (4) The issuance of this license does not convey any vested rights or exclusive privileges, nor does it authorize any injury to public or private property or any invasion of personal rights, or any violation of federal, state or local laws or regulations.
- (5) This license must be available for inspection on the Licensee's premises during the entire life of the license.
- (6) By accepting this license, the Licensee understands and agrees that all records, notes, monitoring data and other information relating to the construction or operation of this licensed facility or activity, that are submitted to the county, may be used by the county as evidence in any enforcement proceeding arising under Chapter 27 BCC, except where such use is prohibited by section 403.111, Florida Statutes.
- (7) The Licensee agrees to comply and shall comply with all provisions of the most current version of Chapter 27 BCC.
- (8) Any new owner or operator of a licensed facility shall apply by letter for a transfer of license within thirty (30) days after sale or legal transfer. The transferor shall remain liable for performance in accordance with the license until the transferee applies for and is granted a transfer of license. The transferee shall be liable for any violation of Chapter 27 BCC that results from the transferee's activities. The transferee shall comply with the transferor's original license conditions when the transferee has failed to obtain its own license.
- (9) The Licensee, by acceptance of this license, specifically agrees to allow access and shall allow access to the licensed source, activity or facility at times to EPGMD personnel for the purposes of inspection and testing to determine compliance with this license and Chapter 27 BCC.
- (10) This license does not constitute a waiver or approval of any other license, approval, or regulatory requirement by this or any other governmental agency that may be required.
- (11) Enforcement of the terms and provisions of this license shall be at the reasonable discretion of EPGMD, and any forbearance on behalf of EPGMD to exercise its rights hereunder in the event of any breach by the Licensee, shall not be deemed or construed to be a waiver of EPGMD's rights hereunder.



Environmental Protection and Growth Management Department
ENVIRONMENTAL ENGINEERING AND PERMITTING DIVISION
1 North University Drive, Mailbox 201, Plantation, Florida 33324
954-519-1483 * 954-519-1412

WASTE TRANSPORTER LICENSE INVENTORY

APPLICANT:
Raider Environmental Services, Inc.
Attention: Steve Obst, Owner
4103 NW 132 ST
Opa Locka, FL 33054

License Number: WT-21-0046
License Issue Date: 05/03/2021
License Expiration Date: 02/28/2023

STORAGE LOCATIONS:

Address
4103 NW 132nd Street
Opa Locka, FL 33054

LICENSED VEHICLES:

<u>Decal #</u>	<u>License Plate #</u>
08042	FL/N8573U
08062	FL/P9661A
08116	FL/0258CW
08117	FL/1566CS
08118	FL/1567CS
08119	FL/1568CS
08120	FL/1569CS
08121	FL/1572CS
08123	FL/4408CW
08124	FL/4939CV
08126	FL/4940CV
08127	FL/6471CT
08128	FL/6472CT
08129	FL/6799CV
08130	FL/6800CV
08131	FL/6801CV
08134	FL/P5057A
08135	FL/P6179A
08136	FL/P6185A
09673	FL/3252CQ
09674	FL/397MLL

Environmental Protection and Growth Management Department
ENVIRONMENTAL ENGINEERING AND PERMITTING DIVISION
1 North University Drive, Mailbox 201, Plantation, Florida 33324
954-519-1483 * 954-519-1412

WASTE TRANSPORTER LICENSE INVENTORY

<i>Decal #</i>	<i>License Plate #</i>
09676	FL/5283CM
09677	FL/5284CM
09678	FL/5285CM
09717	FL/2844CU
09718	FL/2843CU
09719	FL/2841CU
09720	FL/2842CU

Prepared By: Didier Dupuy
Inventory Date: 05/05/2021



FLORIDA DEPARTMENT OF Environmental Protection

Bob Martinez Center
2600 Blair Stone Road
Tallahassee, FL 32399-2400

Ron DeSantis
Governor

Jeanette Nuñez
Lt. Governor

Noah Valenstein
Secretary

April 16, 2021

Steve Obst
Raider Environmental Services
4103 NW 132nd St
Opa Locka, FL 33054-4510

Re: Florida Hazardous Waste Transporter Approval

Dear Steve Obst:

Your Florida Hazardous Waste Transporter Approval Certificate is enclosed. The terms and conditions of approval are specified in Sections 62-730.170 and 62-730.171 of Chapter 62-730, Florida Administrative Code, <https://www.flrules.org/gateway/ChapterHome.asp?Chapter=62-730>. Please note the following.

1. You must demonstrate proof of liability coverage on an annual basis, even if your insurance policy is issued on a multi-year basis. If no changes in status or insurance coverage have occurred, you can meet this requirement by submitting a certificate of liability coverage form.
2. A copy of your insurance policy, together with any endorsements, must be maintained at your principal place of business.
3. Your insurer can not terminate your coverage until 30 days after filing written notice with DEP, by Certified mail, that your policy has expired or has been canceled.
4. Any changes to the information specified on your approval certificate will render it null and void. It is your responsibility to advise DEP of any changes in liability coverage or status.
5. A copy of the Department approval shall be carried in each vehicle transporting hazardous waste for the transportation company.
6. RENEWAL DATE: If you are also a registered used oil handler, you must submit the 8700-12FL – Florida Notification of Regulation Waste Activity [Form 62-730.900(1)(b)] and evidence of casualty/liability insurance by **March 1** of each year, with your annual used oil registration. If you are not a registered used oil handler, you must submit these documents by **September 1** of each year.

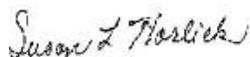
Steve Obst
April 16, 2021
Page Two

This letter does not authorize you to operate a hazardous waste transfer facility. Please refer to Form 8700-12FL, page 2, item 7(e) for a list of all the required documents that must be submitted.

If you are currently operating an authorized transfer facility, you must maintain records of incoming and outgoing hazardous waste shipments. These records must include generator names and manifest numbers, and, unless otherwise approved by the Department, must be maintained at the transfer facility in accordance with Rule 62-730.171, 7(6), F.A.C.

If you have any questions, please contact me at 850/245-8778.

Sincerely,



Susan Horlick
Environmental Specialist III
Hazardous Waste Regulation Section

SH

Enclosures: Hazardous Waste Transporter Approval Certificate
Insurance Verification

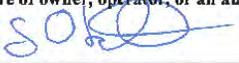
	8700-12FL - FLORIDA NOTIFICATION OF REGULATED WASTE ACTIVITY DEP Waste Management Division—HWRS, MS4560 2600 Blair Stone Rd. Tallahassee, FL 32399-2400 (850) 245-8707		RECEIVED Florida Department of Environmental Protection (For Official Use Only) MAR 01 2021 Permitting & Compliance ASSISTANCE CENTER													
	EPA ID: F L R 0 0 0 1 4 3 8 9 1		Please use the instructions document to complete this form * mandatory fields													
1. Reason for Submittal: (all submitters must complete pages 1 and 2 and sign page 7. Pages 3 through 6 - complete as applicable) Mark 'X' in the correct box*: <ul style="list-style-type: none"> <input type="checkbox"/> To obtain a new EPA ID number (for hazardous waste, universal waste, used oil activities, or PCW activities). <input type="checkbox"/> To provide updated information for an EPA ID number (to update status and facility identification information). <input type="checkbox"/> To provide the final information for an EPA ID number (closing). (see instructions—must complete pages 1, 2, 3, 7) <input type="checkbox"/> To obtain new or updating an EPA ID number for conducting Electronic Manifest Broker activities. <input type="checkbox"/> Submitting new or revised notification for Part A for permitted facilities. (must choose one if a notification)																
FL Registration(s) <ul style="list-style-type: none"> <input type="checkbox"/> UW Mercury (see page 4) <input type="checkbox"/> HW Transporter (see page 5) <input type="checkbox"/> Used Oil (see page 6) 																
2. Facility or Business Name:* <p style="text-align: center;">Raider Environmental Services</p>																
3. Facility Physical Location Information: (No P.O. Boxes) Physical Street Address*: <input type="checkbox"/> Vessel <p style="text-align: center;">4103 NW 132nd Street</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">City or Town: Opa Locka</td> <td style="width: 10%;">State: FL</td> <td style="width: 40%;">Zip Code: 33054</td> </tr> <tr> <td>County*: Miami-Dade</td> <td colspan="2">Country (if not USA)*</td> </tr> </table>					City or Town: Opa Locka	State: FL	Zip Code: 33054	County*: Miami-Dade	Country (if not USA)*							
City or Town: Opa Locka	State: FL	Zip Code: 33054														
County*: Miami-Dade	Country (if not USA)*															
4. Facility or Business Mailing Address: <input checked="" type="checkbox"/> Same address as # __ above or*:																
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 40%;">City or Town*:</td> <td style="width: 10%;">State*:</td> <td style="width: 20%;">Zip/Postal Code*:</td> <td style="width: 30%;">Country (if not USA):</td> </tr> </table>					City or Town*:	State*:	Zip/Postal Code*:	Country (if not USA):								
City or Town*:	State*:	Zip/Postal Code*:	Country (if not USA):													
5. Facility North American Industry Classification System (NAICS) Code(s)*: (at least 5 digits)																
A. <table border="1" style="display: inline-table; border-collapse: collapse;"><tr><td>3</td><td>2</td><td>4</td><td>1</td><td>9</td><td>1</td></tr></table> (required)		3	2	4	1	9	1	B. <table border="1" style="display: inline-table; border-collapse: collapse;"><tr><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td></tr></table>								
3	2	4	1	9	1											
C. <table border="1" style="display: inline-table; border-collapse: collapse;"><tr><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td></tr></table>								D. <table border="1" style="display: inline-table; border-collapse: collapse;"><tr><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td></tr></table>								
6. Facility or Business RCRA Contact Person: <input checked="" type="checkbox"/> Same address as # __ above or:																
First Name*: Steve		Last Name*: Obst		Title*: Owner												
Phone Number*: 3059949949		Extension*:		Fax*:												
E-Mail*: steve@raiderenvironmental.com																
Street or P.O. Box (or same address box is checked)*:																
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 40%;">City or Town*:</td> <td style="width: 10%;">State*:</td> <td style="width: 20%;">Zip Code*:</td> <td style="width: 30%;">Country (if not USA):</td> </tr> </table>					City or Town*:	State*:	Zip Code*:	Country (if not USA):								
City or Town*:	State*:	Zip Code*:	Country (if not USA):													

RCRA Hazardous Waste Status Notification or Out of Business Notification		EPA ID No.*		FLR000143891
7. Real Property (FL Land) Owner of the Facility's Physical Location (List additional owners in the comments section.)				
Name of Owner*: Steve Obst		Date became Owner*: ___/___/___ <input type="checkbox"/> New Owner mm dd yy		
Street or P.O. Box (or same address box is checked)*:		Phone Number*: 305 949-9949		
City or Town*:	State*:	Zip Code*:	Country (if not USA):	
E-Mail*: steve@raiderenvironmental.com				
Owner Type*: <input type="checkbox"/> Private <input type="checkbox"/> Federal <input type="checkbox"/> Municipal <input type="checkbox"/> State <input type="checkbox"/> County <input type="checkbox"/> Other _____				
Comments:				
8. Facility Operator (List additional Operators in the comments section). Same address as # ___ above or:				
Name of Operator*: Raider Environmental Services		Date became Operator*: ___/___/___ <input type="checkbox"/> New Operator mm dd yy		
Street or P.O. Box (or same address box is checked)*:		Phone Number*: 305 994-9949		
City or Town*: 4103 NW 132nd St	State*: FL	Zip Code*: 33054	Country (if not USA):	
E-Mail*: steve@raiderenvironmental.com				
Operator Type*: <input checked="" type="checkbox"/> Private <input type="checkbox"/> Federal <input type="checkbox"/> Municipal <input type="checkbox"/> State <input type="checkbox"/> County <input type="checkbox"/> Other _____				
Comments:				
9. RCRA Hazardous Waste Activities at this Facility: (Mark 'X' in all that apply):				
(1) Generator of Hazardous Waste				
<input type="checkbox"/> Yes <input type="checkbox"/> No (This does not include Universal Waste or Used Oil)				
If YES, Choose only one of the following three categories.				
<input checked="" type="checkbox"/> a. Large Quantity Generator (LQG):				
- Generates in any calendar month (includes quantities imported by importer site) 1,000 kilograms or greater per month (kg/mo) (2,200 lbs/mo.) of non-acute hazardous waste; or				
- Generates in any calendar month, or accumulates at any time, more than 1 kg/mo (2.2 lbs/mo) of acute hazardous waste; or				
- Generates in any calendar month, or accumulates at any time, more than 100 kg/mo (220 lb/mo) of acute hazardous spill cleanup material.				
<input type="checkbox"/> b. Small Quantity Generator (SQG):				
- Generates in any calendar month greater than 100kg/mo but less than 1,000 kg/mo (>220 to <2,200 lbs.) of non-acute hazardous waste and/or 1 kg (2.2 lbs) or less of acute hazardous waste and/or no more than 100 kg (220 lbs) of any acute hazardous spill cleanup material.				
<input checked="" type="checkbox"/> c. Very Small Quantity Generator (VSQG):				
- Generates in any calendar month 100 kg/mo or less (220 lbs.) of non-acute hazardous waste and/or 1 kg (2.2 lbs) or less of acute hazardous waste.				
In addition, indicate other generator activities that apply.				
<input type="checkbox"/> d. Short-Term Generator (one-time, not on-going)				
<input type="checkbox"/> e. Mixed Waste (hazardous and radioactive) Generator				
<input type="checkbox"/> f. United States Importer of hazardous waste				
<input type="checkbox"/> g. LQG notifying of VSQG Hazardous Waste Under Control of the Same Person pursuant to 40 CFR 262.17(f). (Addendum A Required)				
<input type="checkbox"/> h. Episodic: Not lasting more than 60 days: <input type="checkbox"/> SQG <input type="checkbox"/> LQG (Addendum B Required)				
<input type="checkbox"/> i. Electronic Manifest Broker, as defined in 40 CFR 260.10, electing to use EPA electronic manifest system to obtain, complete, and transmit an electronic manifest under a contractual relationship with a hazardous waste generator.				

RCRA Hazardous Waste Status Notification or Out of Business Notification	EPA ID No.* FLR000143891																					
9. RCRA Hazardous Waste Activities at this Facility continued: (Mark 'X' in all that apply):																						
For Items 3 through 9, mark 'X' in all that apply.																						
<p>(2) Treater, Storer, or Disposer of Hazardous Waste (at your facility—Choose Only One) Note: A hazardous waste permit may be required for this activity.</p> <p><input type="checkbox"/> a. Operating Commercial TSD</p> <p><input type="checkbox"/> b. Operating Non-Commercial TSD</p> <p><input type="checkbox"/> c. Non-Operating: Postclosure or Corrective Action Permit or Order (HSWA, etc.)</p> <p>(3) <input type="checkbox"/> Recycler of Hazardous Waste (at your facility)</p> <p>Specify: <input type="checkbox"/> Commercial <input type="checkbox"/> Non-Commercial</p> <p>Specify: <input type="checkbox"/> Stores prior to recycling <input type="checkbox"/> Does not store prior to recycling.</p> <p>Note: A permit maybe required for storage prior to recycling.</p> <p>(4) <input type="checkbox"/> Exempt Boiler and/or Industrial Furnace</p> <p><input type="checkbox"/> a. Small Quantity On-site Burner Exemption</p> <p><input type="checkbox"/> b. Smelting, Melting, and Refining Furnace Exemption</p> <p>(5) <input type="checkbox"/> Person Authorized to Manage Very Small Quantity Waste Generated at Other Facilities</p> <p>Choose this management activity ONLY if you attach EITHER a copy of your application for such authorization OR the authorization you received from FDEP.</p> <p>(6) <input type="checkbox"/> Receives Hazardous Waste from Off-Site</p> <p>(7) <input type="checkbox"/> Underground Injection Control</p> <p>(8) <input type="checkbox"/> Recognized Trader— Mark all that apply</p> <p><input type="checkbox"/> a. Importer</p> <p><input type="checkbox"/> b. Exporter</p> <p>(9) <input type="checkbox"/> Importer/ Exporter of Spent Lead-Acid Batteries (SLABs) under 40 CFR subpart G— Mark all that apply</p> <p><input type="checkbox"/> a. Importer</p> <p><input type="checkbox"/> b. Exporter</p>																						
<p>10. Waste Codes for Federally Regulated Hazardous Wastes*: List the waste codes of the Federal hazardous wastes handled at your facility. List them in the order they are presented in the regulations (e.g., D001, D003, F007, K019, P012, U112). Hazardous waste transporters must list codes routinely or usually transported. Use comments or an additional page if more spaces are needed.</p> <table border="1" style="width:100%; border-collapse: collapse; text-align: center;"> <tr> <td>1</td><td>2</td><td>3</td><td>4</td><td>5</td><td>6</td><td>7</td> </tr> <tr> <td>8</td><td>9</td><td>10</td><td>11</td><td>12</td><td>13</td><td>14</td> </tr> <tr> <td>15</td><td>16</td><td>17</td><td>18</td><td>19</td><td>20</td><td>21</td> </tr> </table>		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21
1	2	3	4	5	6	7																
8	9	10	11	12	13	14																
15	16	17	18	19	20	21																
<p>11. Other Status Changes (If no longer handling waste or closed, items 9 and 10 should be left blank and items 12-16 skipped):</p> <p>(A) Central Accumulation Area (CAA) or Facility Closed:</p> <p><input type="checkbox"/> Central Accumulation Area (CAA)</p> <p><input type="checkbox"/> Facility Closed (Complete this section only if <u>all</u> business activities at this facility have ceased.)</p> <p>(B) Closure Dates:</p> <p><input type="checkbox"/> (1) Expected closure date _____ (date in mm/dd/yyyy)</p> <p><input type="checkbox"/> (2) Requesting new closure date _____ (date in mm/dd/yyyy)</p> <p><input type="checkbox"/> (3) Date of closure: _____ (date in mm/dd/yyyy)</p> <p><input type="checkbox"/> a. In compliance with the closure performance standards in 40 CFR 262.17(a)(8)</p> <p><input type="checkbox"/> b. Not in compliance with the closure performance standards in 40 CFR 262.17(a)(8)</p> <p>(C) Property Tax Default <input type="checkbox"/> (D) Petition for Bankruptcy Protection <input type="checkbox"/></p>																						

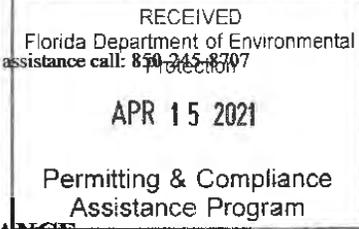
Hazardous Waste Transporter and Academic Laboratories	EPA ID No.* FLR000143891										
14. HW Transporter Activities: (Mark 'X' and complete all that apply if you need to register your HW Transporter activities)											
<p>Transporters of and Transfer Facilities for Hazardous Waste in the State of Florida are required to register and annually renew their registration. Evidence of casualty/liability insurance pursuant to 62-730.170(2)(a) is required as part of this registration. Transporters and transfer facilities may only begin operations after receiving approval from the Department.</p> <p>Generators who transport waste only within the boundaries of their facility should NOT register in box 14.A below.</p>											
A. HW Transporter Registration Information (must be completed annually and when this information changes)											
<p>This form is: <input type="checkbox"/> Initial Registration <input checked="" type="checkbox"/> Renewal <input type="checkbox"/> Notification of changes <input type="checkbox"/> Cancel Registration</p> <p><input type="checkbox"/> 1. For own waste only</p> <p><input checked="" type="checkbox"/> 2. For commercial purposes</p> <p><input type="checkbox"/> 3. Both commercial and own waste</p> <p>4. Transportation Mode <input type="checkbox"/> Air <input type="checkbox"/> Rail <input checked="" type="checkbox"/> Highway <input type="checkbox"/> Water <input type="checkbox"/> Other - specify _____</p>											
B. HW Transfer Facility Registration Information (must be completed annually and when this information changes)											
<p><input type="checkbox"/> This facility is a Hazardous Waste Transfer Facility: (as listed in Item 3) Storage Volume _____</p> <p>This form is: <input type="checkbox"/> Initial Registration <input checked="" type="checkbox"/> Renewal <input type="checkbox"/> Notification of changes <input type="checkbox"/> Cancel Registration</p> <p>Note: Hazardous Waste transfer facilities must comply with the requirements of Rule 62-730.171, F.A.C., and Rule 62-730.182, F.A.C.</p> <p>The Transfer Facility records required under the provisions of Rule 62-730.171(6), F.A.C., are kept at (check one):</p> <p><input type="checkbox"/> Our mailing (business) address <input checked="" type="checkbox"/> The site (facility) address</p> <p>Please enter the EPA ID Number of the HW Transporter who carries the insurance for this Transfer Facility:</p> <div style="border: 1px solid black; padding: 5px; display: inline-block; text-align: center;"> <table border="1" style="border-collapse: collapse;"> <tr> <td style="padding: 2px 5px;">F</td> <td style="padding: 2px 5px;">L</td> <td style="padding: 2px 5px;">R</td> <td style="padding: 2px 5px;">0</td> <td style="padding: 2px 5px;">0</td> <td style="padding: 2px 5px;">4</td> <td style="padding: 2px 5px;">2</td> <td style="padding: 2px 5px;">2</td> <td style="padding: 2px 5px;">7</td> <td style="padding: 2px 5px;">1</td> </tr> </table> </div> <p>Please see 14.C for additional items to be submitted for registration of a Hazardous Waste Transfer Facility [Rule 62-730.171(3), Florida Administrative Code (F.A.C.):]</p>		F	L	R	0	0	4	2	2	7	1
F	L	R	0	0	4	2	2	7	1		
C. The following items are required to be submitted with the initial notification for a transfer facility and any changed items must be submitted with any subsequent submission [Rule 62-730.171(3), Florida Administrative Code (F.A.C.):]											
<p>___ Certification by a responsible corporate officer of the transporter facility that the proposed location satisfies the criteria of Section 403.7211(2), Florida Statutes (F.S.) [Rule 62-730.171(3)(a)1., F.A.C.]</p> <p>___ Evidence of the transporter facility's financial responsibility [Rule 62-730.171(3)(a)3., F.A.C.]</p> <p>___ A brief general description of the transfer facility operations [Rule 62-730.171(3)(a)4., F.A.C.]</p> <p>___ A copy of the facility closure plan [Rule 62-730.171(3)(a)5., F.A.C.]</p> <p>___ A copy of the contingency and emergency plan [Rule 62-730.171(3)(a)6., F.A.C.]</p> <p>___ A map or maps of the transfer facility [Rule 62-730.171(3)(a)7., F.A.C.]</p>											
15. Eligible Academic Entities with Laboratories—Notification for opting into or withdrawing from managing laboratory hazardous wastes pursuant to 40 CFR Part 262 Subpart K											
<p><input type="checkbox"/> 1. Opting into or currently operating under 40 CFR Part 262 Subpart K for the management of hazardous wastes in laboratories</p> <p style="padding-left: 40px;"><i>See the item-by-item instructions for definitions of types of eligible academic entities. Mark all that apply:</i></p> <p><input type="checkbox"/> a. College or University</p> <p><input type="checkbox"/> b. Teaching Hospital that is owned by or has a formal written affiliation agreement with a college or university</p> <p><input type="checkbox"/> c. Non-profit Institute that is owned by or has a formal written affiliation agreement with a college or university</p> <p><input type="checkbox"/> 2. Withdrawing from 40 CFR Part 262 Subpart K for the management of hazardous wastes in laboratories</p>											

Used Oil and Hazardous Secondary Material	EPA ID No.* FLR000143891
16. Used Oil and Used Oil Filter Activities: (Mark 'X' and complete all that apply)	
<p>Transporters (exemptions in 40 CFR 279.40(a)(1-4)), transfer facilities, processors, off-specification burners, and/or marketers <u>must annually register</u> with the Department using this form. An annual \$100 registration fee is required for all, except used oil (UO) Processors and collection centers.</p> <p>This form is: <input type="checkbox"/> Initial Registration <input checked="" type="checkbox"/> Renewal <input type="checkbox"/> Notification of changes <input type="checkbox"/> Cancel Registration</p> <p><input checked="" type="checkbox"/> If applicable, a check or money order, in the amount of \$100, payable to Florida Department of Environmental Protection is enclosed. UO Collection Centers must check 16.(2) of this form (not as a registration).</p>	
<p>(1) Used Oil Transporter - mark 'X' in all that apply: (occurring in Florida)</p> <p><input type="checkbox"/> a. Transporter (off-site) and noncontiguous locations</p> <p><input checked="" type="checkbox"/> b. Transfer Facility</p> <p>(2) <input checked="" type="checkbox"/> Collection Center (From businesses, no more than 55 gal per shipment)</p> <p>(3) <input checked="" type="checkbox"/> Used Oil Processor (A permit is required.)</p> <p>(4) <input type="checkbox"/> Used Oil Re-refiner (A permit is required.)</p> <p>(5) <input type="checkbox"/> Off-Specification Used Oil Burner <input type="checkbox"/> Utility Boiler <input type="checkbox"/> Industrial Boiler <input type="checkbox"/> Industrial Furnace</p> <p>(6) Used Oil Fuel Marketer <input type="checkbox"/> On-Spec <input checked="" type="checkbox"/> Off-Spec</p> <p>(7) Used Oil Filter Management (must annually register)</p> <p><input checked="" type="checkbox"/> a. Transporter</p> <p><input checked="" type="checkbox"/> b. Transfer Facility</p> <p><input checked="" type="checkbox"/> c. Processor (Annual Report Required)</p> <p><input type="checkbox"/> d. End User (see instructions for definition)</p> <p>(8) The records required under the provisions of Rule 62-710.510, FAC, are kept at (check one):</p> <p><input type="checkbox"/> Our mailing (business) address (as listed in Item 4)</p> <p><input checked="" type="checkbox"/> The site (facility) address (as listed in Item 3)</p>	
<p>(9) Used Oil Transporters: (Exemptions in 40 CFR 279.40(a)(1-4))</p> <ul style="list-style-type: none"> • ALL registered UO transporters must submit an annual report except generators transporting UO from noncontiguous operations within their own company. • UO transporters transporting off-site over public highways only within their own company must submit proof of insurance. • UO transporters transporting more than 500 gallons/year must submit proof of insurance annually, and must sign and certify this submission as a certified used oil transporter in section 19 (except those exempted by Rule 62-710.600(1), F.A.C.). <p><input checked="" type="checkbox"/> The used oil annual report is attached <input checked="" type="checkbox"/> Evidence of Liability Insurance pursuant to 62-710.600(2)(e), F.A.C. is attached.</p>	
17. Notification of Hazardous Secondary Material (HSM) Activity	
<p>(1) <input type="checkbox"/> Notifying under 40 CFR 260.42 that you will begin managing, are managing, or will stop managing hazardous secondary material under 40 CFR 260.30, 40 CFR 261.4(a)(23), (24), or (27). (Addendum C Required)</p> <p>(2) <input type="checkbox"/> Notifying under 40 CFR 260.43(a)(4)(iii) that the product of your recycling process has levels of hazardous constituents that are not comparable to or unable to be compared to a legitimate product or intermediate but that the recycling is still legitimate. (Addendum C Required)</p>	

Required signature page		EPA ID No.*	FLR000143891
18. Comments (attach a page if more space is needed):			
<p>19. Certification: I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. The information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for known violations.</p>			
<p><input checked="" type="checkbox"/> I certify as a Used Oil Transporter that I am familiar with the applicable Florida and Federal laws and rules governing used oil transportation and have an annual and new employee training program in place covering the applicable used oil rules. Evidence of financial responsibility is demonstrated by the Used Oil Transporter Certificate of Liability Insurance, DEP form 62-730.900(5)(a), F.A.C..</p>			
Signature of owner, operator, or an authorized representative:		Date Signed (mm-dd-yyyy):	
		02/20/2021	
Print Name (First, Middle Initial, Last):		Title:	
steve obst		president	
Organization:		Used Oil <input checked="" type="checkbox"/>	
raider environmental services of florida, inc			
Email:			
steve@raiderenvironmental.com			
Signature of owner, operator, or an authorized representative:		Date Signed (mm-dd-yyyy):	
		02/22/21	
Print Name (First, Middle Initial, Last):		Title:	
steve obst		president	
Organization:		Used Oil <input checked="" type="checkbox"/>	
raider environmental services of florida, inc			
Email:			
If the person that filled in this form is not the Facility Contact or Operator, please complete the information below:			
_____		_____	_____
steve obst		9546056853	steve@raiderenvironmental.com
(Name of person completing this form)		(Phone Number)	(E-mail Address)

Mail original completed form to: Department of Environmental Protection
2600 Blair Stone Road, Mail Station 4560
Tallahassee, Florida 32399-2400

For assistance call: 850-245-8707



**STATE OF FLORIDA
CERTIFICATE OF LIABILITY INSURANCE
HAZARDOUS WASTE TRANSPORTER AND USED OIL HANDLER**

1. Starr Indemnity & Liability Company
(Name of Insurer)

(the "Insurer"), of 399 Park Ave., 2nd Fl., New York, NY 10022
(Address of Insurer)

hereby certifies that it has issued liability insurance covering bodily injury and property damage including environmental restoration for sudden accidental occurrences to

Raider Environmental Services, Inc.
(Name of Insured)

(the "Insured"), of 4103 NW 132nd St., Opa Locka, FL 33054
(Physical Address of Insured)

in connection with the insured's obligation to demonstrate financial responsibility under Florida Administrative Code Rule 62-710.600(2) and 62-730.170. The coverage applies at:

<u>EPA/DEP I.D. No.</u>	<u>Name</u>	<u>Physical Address</u>
FLR000143891	Raider Environmental Serv Inc	4103 NW 132nd St Opa Locka,FL 33054
FLR000176271	Raider Environmental Serv Inc	5080 E SR 60 Mulberry,FL 33860

(If coverage is for multiple facilities, identify each facility insured.)

This insurance is primary and the company shall not be liable for amounts in excess of \$ 1,000,000 for each accident, exclusive of legal defense costs. The coverage is provided under policy number 1000638045201, issued on 07/11/2020.
(date)

The effective date of said policy is 07/11/2020 and the expiration date of said policy is 07/11/2021.
(date)

This insurance is excess and the company shall not be liable for amounts in excess of \$ _____ for each accident in excess of the underlying limit of \$ _____ for each accident, exclusive of legal defense costs. The coverage is provided under policy number _____, issued on _____ . The effective date of said policy is _____ and the expiration date of said policy is _____.
(date) (date)

Mail original completed form to: Department of Environmental Protection For assistance call: 850-245-8707
2600 Blair Stone Road, Mail Station 4560
Tallahassee, Florida 32399-2400

2. The Insurer further certifies the following with respect to the insurance described in Paragraph 1:
- (a) Bankruptcy or insolvency of the insured shall not relieve the Insurer of its obligations under the policy.
 - (b) The Insurer is liable for the payment of amounts within any deductible applicable to the policy, with a right of reimbursement by the insured for any such payment made by the Insurer.
 - (c) Whenever requested by the Secretary (or designee) of the Florida Department of Environmental Protection (FDEP), the Insurer agrees to furnish to the Department a signed duplicate original of the policy and all endorsements.
 - (d) Cancellation of the insurance, whether by the Insurer or the Insured and any other termination of the insurance (e.g., expiration, non-renewal), will be effective only upon written notice and only after the expiration of thirty (30) days after a copy of such written notice is received by the Secretary of the FDEP as evidenced by certified mail return receipt.
 - (e) The Insurer shall not be liable for the payment of any judgment or judgments against the Insured for claims resulting from accidents which occur after the termination of the insurance described herein, but such termination shall not affect the liability of the Insurer for the payment of any such judgment or judgments resulting from accidents which occur during the time the policy is in effect.

I hereby certify that the Insurer is licensed to transact the business of insurance, or eligible to provide insurance as an excess or surplus lines insurer, in one of more States including Florida.



(Signature of Authorized Representative of Insurer)

Kevin Kill

(Typed name)

Chief Underwriting Officer - Environmental

(Title)

Authorized Representative of

Starr Indemnity & Liability Company

(Name of Insurer)

399 Park Ave., 2nd Fl., New York, NY 10022

(Address of Representative)



**FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
SOUTHEAST DISTRICT
3301 Gun Club Rd., MSC 7210-1
West Palm Beach, FL 33406**

**TERMINAL FACILITY
DISCHARGE PREVENTION AND RESPONSE CERTIFICATE**

Issue to: **Raider Environmental Services**

County: Miami -Dade

Address: 4103 NW 132nd Street
Davie, FL 33314

Date: May 3, 2021

This Discharge Prevention and Response Certifies that the holder has demonstrated to the department satisfactory pollutant discharge containment and cleanup capabilities to Section 376.065, Florida Statutes.

Issued by: _____

Juliana Suarez-Mitnik
Juliana Suarez-Mitnik, Environmental Specialist
Florida Department of Environmental Protection
Southeast District Office
3301 Gun Club Rd., MSC 7210-1
West Palm Beach, FL 33406

Expires: Twelve (12) months after the date of issuance.



FLORIDA DEPARTMENT OF Environmental Protection

Bob Martinez Center
2600 Blair Stone Road
Tallahassee, FL 32399-2400

Ron DeSantis
Governor

Jeanette Nuñez
Lt. Governor

Noah Valenstein
Secretary

March 24, 2020

Orlando Solis
Raider Environmental Services
4103 NW 132nd St
Opa Locka, FL 33054- 4510

BE IT KNOWN THAT

Raider Environmental Services
4103 NW 132nd St
Opa Locka, FL 33054- 4510

IS HEREBY REGISTERED AS A USED OIL

Transporter, Transfer Facility, Processor, Filter Transporter, Filter Transfer Facility, Filter Processor

pursuant to Chapter 62-710, Florida Administrative Code (F.A.C)

For regulatory guidance, go to:

http://www.dep.state.fl.us/waste/categories/used_oil/default.htm

The Department of Environmental Protection hereby issues

Registration Number **FLR000143891** on March 24, 2020

Transporter Type: **FH**

This registration will expire on 6/30/2021

This certificate documents receipt of your annual registration and annual report. It shall be displayed in a prominent place at your facility. This certificate and your cancelled check are your receipts.

A handwritten signature in cursive script that reads "Janet Ashwood".

Janet Ashwood
Environmental Consultant
Waste Compliance Assistance Program



Water and Wastewater Services
2401 North Powerline Road, Pompano Beach, Florida 33069

SEPTAGE RECEIVING FACILITY

WASTE HAULER DISCHARGE PERMIT

Permit Number: 1137-19

In accordance with the provisions of § Broward County Sewer Use Ordinance Chapter 34-140 (e) the conditions accompanying this Permit, and all applicable Federal and state laws or regulations, permission is hereby granted to:

Name of Permittee: Raider Environmental Services, Inc

Address: 4103 N.W. 132nd Street

City, State & Zip: Opa Locka, FL 33054

For the disposal of waste at the Broward County Septage Receiving Facility located at 3100 N. Powerline Road, Pompano Beach, Broward County, FL 33069.

This Permit is based on information provided by the permittee and is in effect for the period set forth below. The Permit may be suspended or revoked for noncompliance and is not transferable. If no objection to this permit is received within 15 days of receipt, Raider Environmental Services, Inc will be deemed to have accepted it with all the terms and conditions.

Effective date: 1/10/2019

Expiration date: 9/30/2021

Mark Darmanin, Director, Water and Wastewater Operations Division
Broward County Water and Wastewater Services (BCWWS)

Prepared by: Katrina Cook
Prepared Date: February 7, 2019

Filing deadline for renewal is: July 31, 2021

COVER PAGE

SEPTAGE RECEIVING FACILITY

WASTE HAULER DISCHARGE PERMIT

Permittee: Raider Environmental Services, Inc

Permit Number: 1137-19

In accordance with the provisions of § Broward County Sewer Use Ordinance Chapter 34-140 (e) and the terms described in this Waste Hauler Discharge Permit Raider Environmental Services, Inc is authorized to discharge into the Septage Receiving Facility at 3100 N. Powerline Road, Pompano Beach, Broward County, FL 33069.

Compliance with this Permit does not relieve Raider Environmental Services, Inc of its obligation to comply with all regulations, standards or requirements under local, state and Federal laws, including any such laws, regulations, standards or requirements that may become effective during the term of this permit.

Noncompliance with the terms and conditions of this shall constitute a violation of the Broward County Sewer Use Ordinance.

This Permit shall become effective on 1/10/2019 and shall expire on 9/30/2021.

Serene Chang, Natural Resources Administrator