

Jones Ecosystem Management

Ms. Kathy Winston
FDEP Hazardous Waste Section
400 North Congress Avenue
West Palm Beach, FL 33401

RECEIVED

SEP 01 2011

FL DEP
WEST PALM BEACH

August 29, 2011

RE: Raider Environmental Services WL # 11-0041HW13SED

Dear Ms. Winston:

Thank you for the time you and Ms. Kantor spent reviewing the subject Warning Letter and related inspection results. Our understanding of the discussion and the proposed conclusion of the enforcement action are shown below:

1. Mr. Obst stated that he was very surprised to receive the Warning Letter, and especially disturbed by the high penalty proposed. He reiterated that during every inspection, Raider responded immediately to any deficiencies noted. For example, missing labels on drums (only 3 noted out of thousands processed) were replaced immediately. Raider is committed to compliance with all regulations and while recognizing the role of the FDEP as a regulatory agency, relies upon the expertise of the inspectors for guidance.
2. With regard to alleged violation 62-710.800(2) for submittal of as-built drawings, Mr. Obst delivered copies of the latest proposed site diagram to the FDEP at our meeting. He pointed out that the tanks currently in service are identical to the tanks contained in the permit submission drawings. Since there was no change from the plans originally submitted, Raider was not aware there was a problem in not submitting additional sets of unchanged plans. Moreover, if the FDEP had requested the drawings, Mr. Obst would have been happy to supply another set.
3. Regarding the failure to label used oil filter containers, Raider immediately placed labels on the containers that were missing the stickers. Considering the high volume of containers managed, Raider considers the omission of labels on three containers, while not acceptable, not a deficiency that posed a threat to human health or the environment.
4. Regarding the failure to label used oil containers, Raider immediately placed labels on the tank that was missing the label. The tanks had recently been repainted and the tank identified was the only tank that had not been re-labeled following the painting.
5. The facility inspection logs have been maintained since the operation of the facility commenced. Attached to this letter are samples of the logs, which include a period prior to the FDEP inspection of March 14, 2011.

6. Updates to the contingency plan were made at the time of the inspection. There were recent personnel changes which required the changes to the Emergency Response coordinator contact information. It should be noted that even though the plan had not been modified, the phone numbers of the primary and secondary response coordinators were identified on the plant bulletin boards and were well known to all plant personnel.
7. Upon initial issuance of the permit, Mr. Obst stated that he had submitted a check to cover closure cost to the Department. He was unaware that this did not satisfy the Financial Assurance requirements of the permit. After Mr. Obst became aware of the specific requirements for the Financial Assurance mechanism, he contacted a lawyer and attempted to satisfy the requirements. Mr. Obst has been in contact with Mr. Tor Bejnar since he became aware of the deficiency and has worked diligently to attempt to satisfy the rather complicated mechanisms associated with the Financial Assurance. As stated previously, Mr. Obst was of the opinion that Raider was in compliance with the permit conditions since the inception of operation over three years ago. Had he been made aware of any deficiency, he would have pursued the matter previously. A copy of the fully executed Financial Assurance mechanism is attached to this letter.

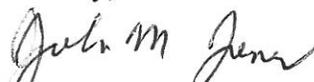
It is our contention that Raider is providing a recycling service that is essential to proper environmental stewardship. Severe financial penalties would hamper its ability to expand these services. Accordingly, Raider proposes to settle the Warning Letter by offering a settlement of \$2,400.00. This amount is derived from the following calculation:

<u>Alleged Violation</u>	<u>WL Penalty Amount</u>	<u>Raider Proposal</u>
1. Failure to submit	\$10,000.00	\$ 0.00
2. Labels-filters	\$ 4,599.00	\$ 600.00
3. Labels-tank	\$ 4,599.00	\$ 600.00
4. Facility logs	\$ 4,599.00	\$ 0.00
5. Contingency Plan	\$ 500.00	\$ 200.00
6. Financial Assurance	\$40,000.00	\$ 0.00
7. Department costs	<u>\$ 1,000.00</u>	<u>\$1,000.00</u>
Totals	\$65,297.00	\$2,400.00

Raider believes this penalty amount more closely reflects the operation of the facility and will not impose an onerous burden upon a company trying to offer environmentally friendly services during particularly trying financial times.

Thank you for your consideration in resolving these issues.

Sincerely,


John M. Jones, P.E.

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SEP 01 2011

FL DEP
WEST PALM BEACH

cc: Steve Obst

4103 NW 132nd Street
Opa Locka, Florida 33054

Phone: (479) 353-1368
e-mail: johnmjonespe@sbcglobal.net

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FL DEP
WEST PALM BEACH

Mail Document and Statements to:
Solid Waste Financial Coordinator
Florida Department of Environmental Protection
2600 Blair Stone Road MS 4565
Tallahassee, Florida 32399-2400

DEP Form # 62-701.900(5)(h)
Form Title SWM Fac. Standby Trust Fund Agreement
Form Effective Date January 6, 2010
Incorporated in Rule 62-701.630(6)

STATE OF FLORIDA SOLID WASTE MANAGEMENT FACILITY STANDBY TRUST FUND AGREEMENT TO DEMONSTRATE FINANCIAL ASSURANCE

Check Appropriate Box(es): Closing Long-Term Care Corrective Action

TRUST AGREEMENT, the "Agreement," entered into as of _____, by and between
RAIDER ENVIRONMENTAL SERVICES, INC. _____, a _____ FLORIDA
Name of Owner or Operator _____, a _____ Name of State
Corporation _____, the "Grantor," and _____ THE CORAL GABLES TRUST COMPANY
Legal Entity Type (e.g., proprietorship, partnership, corporation) _____ Name of Corporate Trustee
255 Alhambra Circle, Suite 333, Coral Gables, Florida _____
Address of Corporate Trustee
Incorporated in the State of Florida _____, the "Trustee."
Insert above "incorporated in the state of [state]" or "a national bank"

WHEREAS, the Florida Department of Environmental Protection (FDEP), an agency of the state of Florida, has established certain regulations applicable to the Grantor, requiring that an owner or operator of a solid waste management facility shall provide assurance that funds will be available when needed for the "Required Action" of the facility,

WHEREAS, the Grantor has elected to establish a trust to provide all or part of such financial assurance for the facilities identified herein,

WHEREAS, the Grantor, acting through its duly authorized officers, has selected the Trustee to be the trustee under this agreement, and the Trustee is willing to act as trustee,

NOW, THEREFORE, the Grantor and the Trustee agree as follows:

Section 1. Definitions. As used in this Agreement:

- (a) The term "Grantor" means the owner or operator who enters into this Agreement and any successors or assigns of the Grantor.
- (b) The term "Trustee" means the Trustee who enters into this Agreement and any successor Trustee.
- (c) The term "FDEP" means the Florida Department of Environmental Protection, an Agency of the state of Florida or any successor thereof.
- (d) The term "Required Action," as used in this document means closing, long-term care, or corrective action, or any combination of these, which is checked above.

Section 2. Identification of Facilities and Cost Estimates. This Agreement pertains to the facilities and cost estimates identified on attached Schedule A. On Schedule A, for each facility list the FDEP Identification Number, facility name, site address, and the current Required Action cost estimates, or portions thereof, for which financial assurance is demonstrated by this Agreement.

Section 3. Standby Trust. This Trust shall remain dormant until funded with the proceeds from financial instrument(s) as directed by the FDEP or from any other source. The Trustee shall have no duties or responsibilities beyond safekeeping this document. Upon funding, this Trust shall become active and be administered pursuant to the terms of this instrument.

Section 4. Establishment of Fund. The Grantor and the Trustee hereby establish a trust fund (the Fund), for the benefit of the FDEP. The Grantor and the Trustee intend that no third party have access to the Fund except as herein provided. Any property transferred to the Trustee is referred to as the Fund, together with all earnings and profits thereon, less any payments or distributions made by the Trustee pursuant to this Agreement. The Fund shall be held by the Trustee, IN TRUST, as hereinafter provided. The Trustee shall not be responsible nor shall it undertake any responsibility for the amount or adequacy of, nor any duty to collect from the Grantor, any payments necessary to discharge any liabilities of the Grantor established by the FDEP.

Section 5. Payment for Closure, Post-Closure Care, and Corrective Action. The Trustee shall make payments from the Fund as the FDEP Secretary, or the Secretary's designee (the "designee"), shall direct, in writing, to provide for the payment of the costs of Required Action of the facilities covered by this Agreement. The Trustee shall reimburse the Grantor or other persons as specified by the FDEP Secretary, or designee, from the Fund for Required Action expenditures in such amounts as the FDEP Secretary, or designee, shall direct in writing. In addition, the Trustee shall refund to the Grantor such amounts as the FDEP Secretary, or designee, specifies in writing. Upon refund, such funds shall no longer constitute part of the Fund as defined herein.

Section 6. Payments Comprising the Fund. Payments made to the Trustee for the Fund shall consist of cash or securities acceptable to the Trustee and may consist solely of proceeds from financial instrument(s) as directed by the FDEP.

Section 7. Trustee Management. The Trustee shall invest and reinvest the principal and income of the Fund and keep the Fund invested as a single fund, without distinction between principal and income, in accordance with general investment policies and guidelines which the grantor may communicate in writing to the Trustee from time to time, subject, however, to the provisions of this Section. In investing, reinvesting, exchanging, selling, and managing the Fund, the Trustee shall discharge his duties with respect to the trust fund solely in the interest of the beneficiary and with the care, skill, prudence, and diligence under the circumstances then prevailing which persons of prudence, acting in a like capacity and familiar with such matters, would use in the conduct of an enterprise of a like character and with like aims; except that:

- (a) Securities or other obligations of the Grantor, or any other owner or operator of the facilities, or any of their affiliates as defined in the Investment Company Act of 1940, as amended, 15 U.S.C. 80a-2.(a), shall not be acquired or held, unless they are securities or other obligations of the Federal or a State government;
- (b) The Trustee is authorized to invest the Fund in time or demand deposits of the Trustee, to the extent insured by an agency of the Federal or a State government; and
- (c) The Trustee is authorized to hold cash awaiting investment or distribution uninvested for a reasonable time and without liability for the payment of interest thereon.

Section 8. Commingling and Investment. The Trustee is expressly authorized in its discretion:

- (a) To transfer from time to time any or all of the assets of the Fund to any common, commingled, or collective trust fund created by the Trustee in which the Fund is eligible to participate, subject to all of the provisions thereof, to be commingled with the assets of other trusts participating therein; and
- (b) To purchase shares in any investment company registered under the Investment Company Act of 1940, 15 U.S.C. 80a-1 et seq., including one which may be created, managed, underwritten, or to which investment advice is rendered or the shares of which are sold by the Trustee. The Trustee may vote such shares in its discretion.

Section 9. Express Power of Trustee. Without in any way limiting the powers and discretions conferred upon the Trustee by the other provisions of this Agreement or by law, the Trustee is expressly authorized and empowered:

- (a) To sell, exchange, convey, transfer, or otherwise dispose of any property held by it, by public or private sale. No person dealing with the Trustee shall be bound to see to the application of the purchase money or to inquire into the validity or expediency of any such sale or other disposition;
- (b) To make, execute, acknowledge, and deliver any and all documents of transfer and conveyance and any and all other instruments that may be necessary or appropriate to carry out the powers herein granted;
- (c) To register any securities held in the Fund in its own name or in the name of a nominee and to hold any security in bearer form or in book entry, or to combine certificates representing such securities with

certificates of the same issue held by the Trustee in other fiduciary capacities, or to deposit or arrange for the deposit of such securities in a qualified central depository even though, when so deposited, such securities may be merged and held in bulk in the name of the nominee of such depository with other securities deposited therein by another person, or to deposit or arrange for the deposit of any securities issued by the United States Government, or any agency or instrumentality thereof, with a Federal Reserve bank, but the books and records of the Trustee shall at all times show that all such securities are part of the Fund;

- (d) To deposit any cash in the Fund in interest-bearing accounts maintained or savings certificates issued by the Trustee, in its separate corporate capacity, or in any other banking institution affiliated with the Trustee, to the extent insured by an agency of the Federal or a State government; and
- (e) To compromise or otherwise adjust all claims in favor of or against the Fund.

Section 10. Taxes and Expenses. All taxes of any kind that may be assessed or levied against or in respect of the Fund and all brokerage commissions incurred by the Fund shall be paid from the Fund. All other expenses incurred by the Trustee in connection with the administration of this Trust, including fees for legal services rendered to the Trustee, the compensation of the Trustee to the extent not paid directly by the Grantor, and all other proper charges and disbursements of the Trustee shall be paid from the Fund.

Section 11. Annual Valuation. The Trustee shall annually, at least 30 days prior to the anniversary date of establishment of the Fund, furnish to the Grantor and to the Secretary of the FDEP, or designee, a statement confirming the value of the Trust. Any securities in the Fund shall be valued at market value as of no more than 60 days prior to the anniversary date of establishment of the fund. The failure of the Grantor to object in writing to the Trustee within 90 days after the statement has been furnished to the Grantor and the FDEP Secretary, or designee, shall constitute a conclusively binding assent by the Grantor, barring the Grantor from asserting any claim or liability against the Trustee with respect to matters disclosed in the statement.

Section 12. Advice of Counsel. The Trustee may from time to time consult with counsel, who may be counsel to the Grantor, with respect to any question arising as to the construction of this Agreement or any action to be taken hereunder. The Trustee shall be fully protected, to the extent permitted by law, in acting upon the advice of counsel.

Section 13. Trustee Compensation. The Trustee is authorized to charge against the principal of the Trust its published Trust fee schedule in effect at the time services are rendered.

Section 14. Successor Trustee. The Trustee may resign or the Grantor may replace the Trustee, but such resignation or replacement shall not be effective until the Grantor has appointed a successor Trustee and this successor accepts the appointment. The successor trustee shall have the same powers and duties as those conferred upon the Trustee hereunder. Upon the successor trustee's acceptance of the appointment, the Trustee shall assign, transfer, and pay over to the successor trustee the funds and properties then constituting the Fund. If for any reason the Grantor cannot or does not act in the event of the resignation of the Trustee, the Trustee may apply to a court of competent jurisdiction for the appointment of a successor trustee or for instructions. The successor trustee shall specify the date on which it assumes administration of the trust in a writing sent to the Grantor, FDEP Secretary, or designee, and the present Trustee by certified mail 10 days before such change becomes effective. Any expenses incurred by the Trustee as a result of any of the acts contemplated by this Section shall be paid as provided in Section 10.

Section 15. Instructions to the Trustee. All orders, requests, and instructions by the Grantor to the Trustee shall be in writing, signed by such persons as are designated in the attached Exhibit A or such other designees as the Grantor may designate by amendment to Exhibit A. The Trustee shall be fully protected in acting without inquiry in accordance with the Grantor's orders, requests, and instructions. All orders, requests, and instructions by the FDEP Secretary, or designee, to the Trustee shall be in writing, signed by the FDEP Secretary, or the designee, and the Trustee shall act and shall be fully protected in acting in accordance with such orders, requests, and instructions. The Trustee shall have the right to assume, in the absence of written notice to the contrary, that no event constituting a change or a termination of the authority of any person to act on behalf of the Grantor or the FDEP hereunder has occurred. The Trustee shall have no duty to act in the absence of such orders, requests, and instructions from the Grantor and/or the FDEP, except as provided for herein.

Section 16. Amendment of Agreement. This Agreement may be amended by an instrument in writing executed by the Grantor, the Trustee, and the FDEP Secretary, or designee, or by the Trustee and the FDEP Secretary, or designee, if the Grantor ceases to exist.

Section 17. Irrevocability and Termination. Subject to the right of the parties to amend this Agreement as provided in Section 16, this Trust shall be irrevocable and shall continue until terminated at the written agreement of the Grantor, the Trustee, and the FDEP Secretary, or designee, or by the Trustee and the FDEP Secretary, or designee, if the Grantor ceases to exist. Upon termination of the Trust, all remaining trust property, less final trust administration expenses, shall be delivered to the Grantor.

Section 18. Immunity and Indemnification. The Trustee shall not incur personal liability of any nature in connection with any act or omission, made in good faith, in the administration of this Trust, or in carrying out any directions by the Grantor or the FDEP Secretary, or designee, issued in accordance with this Agreement. The Trustee shall be indemnified and saved harmless by the Grantor or from the Trust Fund, or both, from and against any personal liability to which the Trustee may be subjected by reason of any act or conduct in its official capacity, including all expenses reasonably incurred in its defense in the event the Grantor fails to provide such defense.

Section 19. Choice of Law. This Agreement shall be administered, construed, and enforced according to the laws of the State of Florida.

Section 20. Interpretation. As used in this Agreement, words in the singular include the plural and words in the plural include the singular. The descriptive headings for each Section of this Agreement shall not affect the interpretation or the legal efficacy of this Agreement.

IN WITNESS WHEREOF the parties have caused this Agreement to be executed by their respective officers duly authorized and their corporate seals to be hereunto affixed and attested as of the date first above written.

The persons whose signatures appear below hereby certify that the wording of this Agreement is identical to the wording as adopted and incorporated by reference in 62-701.630(6)(a), F.A.C.

GRANTOR



Signature of Grantor

Steve Obst, President

Type Name and Title

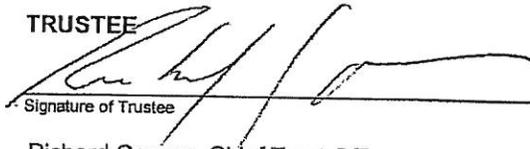
(954) 316-0633

Telephone Number

steve@raiderenvironmental.com

E-mail Address

TRUSTEE



Signature of Trustee

Richard Conger, Chief Trust Officer

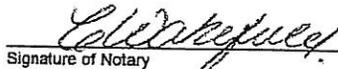
Type Name and Title

(786) 497-1212

Telephone Number

rconger@cgtrust.com

E-mail Address



Signature of Notary

Notary Seal



C. WAKEFIELD
NOTARY PUBLIC
STATE OF FLORIDA
Comm# EE027460
EXPIRES 10/14/2014

DAILY INSPECTION LOG

COMPLETED BY: Rob Stevens

DATE: Jan 11/10

TIME OF INSPECTION: 9:00am

Pass Fail

Action Taken

DRUM AREA

- Drum Area Clean
- All Drums Properly Labeled
- All Drums Have Lids
- Empty Drums Stacked
- Floor Clean
- Isle Space Between Drum
- CAT Walk in Place & Secure
- CAT Walk Damage

Drum Area Clean	✓	working in area
All Drums Properly Labeled	✓	
All Drums Have Lids	✓	
Empty Drums Stacked	✓	
Floor Clean	✓	1500 being cleaned
Isle Space Between Drum	✓	
CAT Walk in Place & Secure	✓	
CAT Walk Damage	✓	

Remarks:

working in area pressure clean

FARM TANK

- Farm Tank Area Clean
- All Tank Area Dry (Free Product)
- All Tank Markings/Label Good Condition
- Any Valve Leaking
- Any Flange Leaking
- Any Pump Leaking
- All SUMP Free of Product
- All Hoses in Good Condition
- Any Hoses Leaking
- All Hoses Clean of Product
- All Spill Bucket Empty
- All Spill Buckets (Labeled & Sealed)

Farm Tank Area Clean	✓	
All Tank Area Dry (Free Product)	✓	
All Tank Markings/Label Good Condition	✓	
Any Valve Leaking	✓	
Any Flange Leaking	✓	
Any Pump Leaking	✓	
All SUMP Free of Product	✓	
All Hoses in Good Condition	✓	
Any Hoses Leaking	✓	
All Hoses Clean of Product	✓	
All Spill Bucket Empty	✓	
All Spill Buckets (Labeled & Sealed)	✓	

Remarks:

top end pressure clean

OFFLOADING AREA

- Offloading Pit Clean (outside)
- Separator Pit Clean (inside)
- All Material Drums Labeled
- All Hoses In place

Offloading Pit Clean (outside)	✓	
Separator Pit Clean (inside)	✓	
All Material Drums Labeled	✓	
All Hoses In place	✓	

Remarks:

pressure clean

Fault reported to Bobby

Position _____

Date 1/11/10

*No faults
initials
[Signature]*

DAILY INSPECTION LOG

COMPLETED BY: Kevin - Becky

DATE: 2/24/16 Thursday

TIME OF INSPECTION: 5:00 pm

Pass Fail

Action Taken

DRUM AREA

- Drum Area Clean
- All Drums Properly Labeled
- All Drums Have Lids
- Empty Drums Stacked
- Floor Clean
- Isle Space Between Drum
- CAT Walk in Place & Secure
- CAT Walk Damage

✓		
✓		
✓		
✓		
✓		
✓		
✓		
✓		

Remarks:

2/25/16 put hoses back in Transition Cab not used

FARM TANK

- Farm Tank Area Clean
- All Tank Area Dry (Free Product)
- All Tank Markings/Label Good Condition
- Any Valve Leaking
- Any Flange Leaking
- Any Pump Leaking
- All SUMP Free of Product
- All Hoses in Good Condition
- Any Hoses Leaking
- All Hoses Clean of Product
- All Spill Bucket Empty
- All Spill Buckets (Labeled & Sealed)

✓		
✓		
✓		
✓		
✓		
✓		
✓		
✓		
✓		
✓		
✓		

Remarks:

OFFLOADING AREA

- Offloading Pit Clean (outside)
- Separator Pit Clean (inside)
- All Material Drums Labeled
- All Hoses In place

✓		
✓		
✓		
✓		

Remarks:

make Trash Run and drums to be caustic

Fault reported to _____ Position _____ Date _____

DAILY INSPECTION LOG

COMPLETED BY: Bobby-Turn

DATE: 2/23/14

TIME OF INSPECTION: 6:00am

Pass Fail

Action Taken

DRUM AREA

Drum Area Clean	ok		
All Drums Properly Labeled	ok		
All Drums Have Lids	ok		
Empty Drums Stacked	ok		
Floor Clean	ok		
Isle Space Between Drum	ok		
CAT Walk in Place & Secure	ok		
CAT Walk Damage	ok		

Remarks:

FARM TANK

Farm Tank Area Clean	ok		
All Tank Area Dry (Free Product)	ok		
All Tank Markings/Label Good Condition	ok		
Any Valve Leaking	ok		
Any Flange Leaking	ok		
Any Pump Leaking	ok		
All SUMP Free of Product	ok		
All Hoses in Good Condition	ok		
Any Hoses Leaking	ok		
All Hoses Clean of Product	ok		
All Spill Bucket Empty	ok		
All Spill Buckets (Labeled & Sealed)			

Remarks:

OFFLOADING AREA

Offloading Pit Clean (outside)	ok		
Separator Pit Clean (inside)	ok		
All Material Drums Labeled	ok		
All Hoses In place	ok		

Remarks:

Fault reported to _____ Position _____ Date _____

DAILY INSPECTION LOG

COMPLETED BY: Bobby

DATE: March 18, 2011 Friday

TIME OF INSPECTION: 1:36pm

Pass Fail

Action Taken

DRUM AREA

- Drum Area Clean
- All Drums Properly Labeled
- All Drums Have Lids
- Empty Drums Stacked
- Floor Clean
- Isle Space Between Drum
- CAT Walk in Place & Secure
- CAT Walk Damage

Drum Area Clean	X	
All Drums Properly Labeled	X	
All Drums Have Lids	X	
Empty Drums Stacked	X	
Floor Clean	X	
Isle Space Between Drum	X	
CAT Walk in Place & Secure	X	
CAT Walk Damage	X	

Remarks:

working in Area looks good

FARM TANK

- Farm Tank Area Clean
- All Tank Area Dry (Free Product)
- All Tank Markings/Label Good Condition
- Any Valve Leaking
- Any Flange Leaking
- Any Pump Leaking
- All SUMP Free of Product
- All Hoses in Good Condition
- Any Hoses Leaking
- All Hoses Clean of Product
- All Spill Bucket Empty
- All Spill Buckets (Labeled & Sealed)

Farm Tank Area Clean	X	
All Tank Area Dry (Free Product)	X	
All Tank Markings/Label Good Condition	X	
Any Valve Leaking	X	
Any Flange Leaking	X	
Any Pump Leaking	X	
All SUMP Free of Product	X	
All Hoses in Good Condition	X	
Any Hoses Leaking	X	
All Hoses Clean of Product	X	
All Spill Bucket Empty	X	
All Spill Buckets (Labeled & Sealed)	X	

Remarks:

OFFLOADING AREA

- Offloading Pit Clean (outside)
- Separator Pit Clean (inside)
- All Material Drums Labeled
- All Hoses In place

Offloading Pit Clean (outside)	X	
Separator Pit Clean (inside)	X	
All Material Drums Labeled	X	
All Hoses In place	X	

Remarks:

looks good washing Trucks

Fault reported to _____ Position _____ Date _____

DAILY INSPECTION LOG

COMPLETED BY:

Bobby -

DATE:

March 21, 2011 Monday

TIME OF INSPECTION:

6:30 AM
 Pass Fail

Action Taken

DRUM AREA

- Drum Area Clean
- All Drums Properly Labeled
- All Drums Have Lids
- Empty Drums Stacked
- Floor Clean
- Isle Space Between Drum
- CAT Walk in Place & Secure
- CAT Walk Damage

<input checked="" type="checkbox"/>		

Remarks:

FARM TANK

- Farm Tank Area Clean
- All Tank Area Dry (Free Product)
- All Tank Markings/Label Good Condition
- Any Valve Leaking
- Any Flange Leaking
- Any Pump Leaking
- All SUMP Free of Product
- All Hoses in Good Condition
- Any Hoses Leaking
- All Hoses Clean of Product
- All Spill Bucket Empty
- All Spill Buckets (Labeled & Sealed)

<input checked="" type="checkbox"/>		

Remarks:

OFFLOADING AREA

- Offloading Pit Clean (outside)
- Separator Pit Clean (inside)
- All Material Drums Labeled
- All Hoses In place

<input checked="" type="checkbox"/>		

Remarks:

Fault reported to _____ Position _____ Date _____

DAILY INSPECTION LOG

COMPLETED BY: Reky

DATE: 3/22/2011 Tuesday

TIME OF INSPECTION: 7:15am

Pass Fail

Action Taken

DRUM AREA

Drum Area Clean	ok		
All Drums Properly Labeled	ok		
All Drums Have Lids	ok		
Empty Drums Stacked	ok		
Floor Clean	ok		
Isle Space Between Drum	ok		
CAT Walk in Place & Secure	ok		
CAT Walk Damage	ok		

Remarks:

FARM TANK

Farm Tank Area Clean	ok		
All Tank Area Dry (Free Product)	ok		
All Tank Markings/Label Good Condition	ok		
Any Valve Leaking	ok		
Any Flange Leaking	ok		
Any Pump Leaking	ok		
All SUMP Free of Product	ok		
All Hoses in Good Condition	ok		
Any Hoses Leaking	ok		
All Hoses Clean of Product	ok		
All Spill Bucket Empty	ok		
All Spill Buckets (Labeled & Sealed)	ok		

Remarks:

OFFLOADING AREA

Offloading Pit Clean (outside)	ok		
Separator Pit Clean (inside)	ok		
All Material Drums Labeled	ok		
All Hoses In place	ok		

Remarks:

Fault reported to _____ Position _____ Date _____

DAILY INSPECTION LOG

COMPLETED BY: Bobby

DATE: 4/4/11

TIME OF INSPECTION: 7:00 am

Pass Fail

Action Taken

DRUM AREA

- Drum Area Clean
- All Drums Properly Labeled
- All Drums Have Lids
- Empty Drums Stacked
- Floor Clean
- Isle Space Between Drum
- CAT Walk in Place & Secure
- CAT Walk Damage

✓		
✓		
✓		
✓		
✓		
✓		
✓		
✓		

Remarks:

Fixing labels on Polka Filter containers

FARM TANK

- Farm Tank Area Clean
- All Tank Area Dry (Free Product)
- All Tank Markings/Label Good Condition
- Any Valve Leaking
- Any Flange Leaking
- Any Pump Leaking
- All SUMP Free of Product
- All Hoses in Good Condition
- Any Hoses Leaking
- All Hoses Clean of Product
- All Spill Bucket Empty
- All Spill Buckets (Labeled & Sealed)

✓		
✓		
✓		
✓		
✓		
✓		
✓		
✓		
✓		
✓		
✓		

Remarks:

Transfer pump need service 4/4/11

OFFLOADING AREA

- Offloading Pit Clean (outside)
- Separator Pit Clean (inside)
- All Material Drums Labeled
- All Hoses In place

✓		
✓		
✓		
✓		

Remarks:

working in area - emptying area from last night

Fault reported to _____ Position _____ Date _____

DAILY INSPECTION LOG

COMPLETED BY:

Ricky

DATE:

4/5/11

TIME OF INSPECTION:

6:52am

Pass Fail

Action Taken

DRUM AREA

- Drum Area Clean
- All Drums Properly Labeled
- All Drums Have Lids
- Empty Drums Stacked
- Floor Clean
- Isle Space Between Drum
- CAT Walk in Place & Secure
- CAT Walk Damage

✓		
✓		
✓		
✓		
✓		
✓		
✓		
✓		

Remarks:

Rained last night & morning - good

FARM TANK

- Farm Tank Area Clean
- All Tank Area Dry (Free Product)
- All Tank Markings/Label Good Condition
- Any Valve Leaking
- Any Flange Leaking
- Any Pump Leaking
- All SUMP Free of Product
- All Hoses in Good Condition
- Any Hoses Leaking
- All Hoses Clean of Product
- All Spill Bucket Empty
- All Spill Buckets (Labeled & Sealed)

✓		
✓		<u>Rain water</u>
✓		
✓		<u>Thermal valve has drip/fix</u>
✓		<u>Rain water</u>
✓		
✓		
✓		
✓		
✓		
✓		

Remarks:

Rained last night & morning - good

OFFLOADING AREA

- Offloading Pit Clean (outside)
- Separator Pit Clean (inside)
- All Material Drums Labeled
- All Hoses In place

✓		
✓		
✓		
✓		<u>Pick up hoses every night</u>

Remarks:

all empty all Thrash - good -

Fault reported to _____ Position _____ Date _____

DAILY INSPECTION LOG

COMPLETED BY: R. Kelly

DATE: 4/6/11

TIME OF INSPECTION: 6:35 am

Pass Fail

Action Taken

DRUM AREA

- Drum Area Clean
- All Drums Properly Labeled
- All Drums Have Lids
- Empty Drums Stacked
- Floor Clean
- Isle Space Between Drum
- CAT Walk in Place & Secure
- CAT Walk Damage

<input checked="" type="checkbox"/>		

Remarks:

FARM TANK

- Farm Tank Area Clean
- All Tank Area Dry (Free Product)
- All Tank Markings/Label Good Condition
- Any Valve Leaking
- Any Flange Leaking
- Any Pump Leaking
- All SUMP Free of Product
- All Hoses in Good Condition
- Any Hoses Leaking
- All Hoses Clean of Product
- All Spill Bucket Empty
- All Spill Buckets (Labeled & Sealed)

<input checked="" type="checkbox"/>		

Remarks:

rain water in Tank farm

OFFLOADING AREA

- Offloading Pit Clean (outside)
- Separator Pit Clean (inside)
- All Material Drums Labeled
- All Hoses In place

<input checked="" type="checkbox"/>		

Remarks:

two drum with no labels Trash drum / used oil

Fault reported to _____ Position _____ Date _____

DAILY INSPECTION LOG

COMPLETED BY: Bobby

DATE: 4/28/11 Thurs

TIME OF INSPECTION: 7:30am

Pass Fail Action Taken

DRUM AREA

- Drum Area Clean
- All Drums Properly Labeled
- All Drums Have Lids
- Empty Drums Stacked
- Floor Clean
- Isle Space Between Drum
- CAT Walk in Place & Secure
- CAT Walk Damage

/		work in progress
/		
/		
/		
/		
/		
/		
/		

Remarks:

FARM TANK

- Farm Tank Area Clean
- All Tank Area Dry (Free Product)
- All Tank Markings/Label Good Condition
- Any Valve Leaking
- Any Flange Leaking
- Any Pump Leaking
- All SUMP Free of Product
- All Hoses in Good Condition
- Any Hoses Leaking
- All Hoses Clean of Product
- All Spill Bucket Empty
- All Spill Buckets (Labeled & Sealed)

/		
/		Little Rain foots
/		
/		
/		
/		
/		
/		
/		
/		
/		

Remarks:

OFFLOADING AREA

- Offloading Pit Clean (outside)
- Separator Pit Clean (inside)
- All Material Drums Labeled
- All Hoses In place

/		Cleaning area in progress
/		
/		
/		

Remarks:

Fault reported to _____ Position _____ Date _____

DAILY INSPECTION LOG

COMPLETED BY:

Ricky

DATE:

4/21/11 Friday

TIME OF INSPECTION:

9:00 am

Pass

Fail

Action Taken

DRUM AREA

- Drum Area Clean
- All Drums Properly Labeled
- All Drums Have Lids
- Empty Drums Stacked
- Floor Clean
- Isle Space Between Drum
- CAT Walk in Place & Secure
- CAT Walk Damage

	Pass	Fail	Action Taken
Drum Area Clean	✓		
All Drums Properly Labeled	✓		
All Drums Have Lids	✓		
Empty Drums Stacked	✓		
Floor Clean	✓		
Isle Space Between Drum	✓		
CAT Walk in Place & Secure	✓		
CAT Walk Damage	✓		

Remarks:

FARM TANK

- Farm Tank Area Clean
- All Tank Area Dry (Free Product)
- All Tank Markings/Label Good Condition
- Any Valve Leaking
- Any Flange Leaking
- Any Pump Leaking
- All SUMP Free of Product
- All Hoses in Good Condition
- Any Hoses Leaking
- All Hoses Clean of Product
- All Spill Bucket Empty
- All Spill Buckets (Labeled & Sealed)

	Pass	Fail	Action Taken
Farm Tank Area Clean	✓		
All Tank Area Dry (Free Product)	✓		
All Tank Markings/Label Good Condition	✓		
Any Valve Leaking	✓		
Any Flange Leaking	✓		
Any Pump Leaking	✓		
All SUMP Free of Product	✓		
All Hoses in Good Condition	✓		
Any Hoses Leaking	✓		
All Hoses Clean of Product	✓		
All Spill Bucket Empty	✓		
All Spill Buckets (Labeled & Sealed)	✓		

Remarks:

OFFLOADING AREA

- Offloading Pit Clean (outside)
- Separator Pit Clean (inside)
- All Material Drums Labeled
- All Hoses In place

	Pass	Fail	Action Taken
Offloading Pit Clean (outside)			
Separator Pit Clean (inside)	✓		
All Material Drums Labeled	✓		
All Hoses In place	✓		Put hoses back every night

Remarks:

Fault reported to _____ Position _____ Date _____

DAILY INSPECTION LOG

COMPLETED BY:

Bobby/Ricky

DATE:

4/22/11 Sat

TIME OF INSPECTION:

Pass

Fail

Action Taken

DRUM AREA

- Drum Area Clean
- All Drums Properly Labeled
- All Drums Have Lids
- Empty Drums Stacked
- Floor Clean
- Isle Space Between Drum
- CAT Walk in Place & Secure
- CAT Walk Damage

Pass	Fail	Action Taken
✓		clean floor
✓		
✓		
✓		
✓		
✓		
✓		
✓		

Remarks:

two lids missing on drums / need Isle's help

FARM TANK

- Farm Tank Area Clean
- All Tank Area Dry (Free Product)
- All Tank Markings/Label Good Condition
- Any Valve Leaking
- Any Flange Leaking
- Any Pump Leaking
- All SUMP Free of Product
- All Hoses in Good Condition
- Any Hoses Leaking
- All Hoses Clean of Product
- All Spill Bucket Empty
- All Spill Buckets (Labeled & Sealed)

Pass	Fail	Action Taken
✓		
✓		
✓		
✓		
✓		
✓		
✓		
✓		
✓		
✓		
✓		

Remarks:

OFFLOADING AREA

- Offloading Pit Clean (outside)
- Separator Pit Clean (inside)
- All Material Drums Labeled
- All Hoses In place

Pass	Fail	Action Taken
✓		Remove Trash / drums 2- each
✓		
✓		
✓		Put All hoses back every shift

Remarks:

clean & pressure wash 4/24/11

Fault reported to _____

Position _____

Date _____

① Area for welding in front of Ricky office needs to be cleaned every day. (Every day)

DAILY INSPECTION LOG

COMPLETED BY: Bobby

DATE: May 6 Friday

TIME OF INSPECTION: 7:00 am

Pass

Fail

Action Taken

DRUM AREA

- Drum Area Clean
- All Drums Properly Labeled
- All Drums Have Lids
- Empty Drums Stacked
- Floor Clean
- Isle Space Between Drum
- CAT Walk in Place & Secure
- CAT Walk Damage

Drum Area Clean	✓	
All Drums Properly Labeled	/	
All Drums Have Lids	/	
Empty Drums Stacked	/	
Floor Clean	/	
Isle Space Between Drum	/	
CAT Walk in Place & Secure	/	
CAT Walk Damage	/	

Remarks:

Put hoses back in place every night

FARM TANK

- Farm Tank Area Clean
- All Tank Area Dry (Free Product)
- All Tank Markings/Label Good Condition
- Any Valve Leaking
- Any Flange Leaking
- Any Pump Leaking
- All SUMP Free of Product
- All Hoses in Good Condition
- Any Hoses Leaking
- All Hoses Clean of Product
- All Spill Bucket Empty
- All Spill Buckets (Labeled & Sealed)

Farm Tank Area Clean	/	
All Tank Area Dry (Free Product)	/	
All Tank Markings/Label Good Condition	/	
Any Valve Leaking	/	
Any Flange Leaking	/	
Any Pump Leaking	/	
All SUMP Free of Product	/	
All Hoses in Good Condition	/	
Any Hoses Leaking	/	
All Hoses Clean of Product	/	
All Spill Bucket Empty	/	
All Spill Buckets (Labeled & Sealed)	/	

Remarks:

need to pressure wash wash next week

OFFLOADING AREA

- Offloading Pit Clean (outside)
- Separator Pit Clean (inside)
- All Material Drums Labeled
- All Hoses in place

Offloading Pit Clean (outside)	/	
Separator Pit Clean (inside)	/	
All Material Drums Labeled	/	
All Hoses in place	/	

Remarks:

need to pressure wash next week

Fault reported to _____ Position _____ Date _____

DAILY INSPECTION LOG

COMPLETED BY:

Ross, Kevin

DATE:

May 9, 2011

TIME OF INSPECTION:

9:30am

Pass

Fail

Action Taken

DRUM AREA

- Drum Area Clean
- All Drums Properly Labeled
- All Drums Have Lids
- Empty Drums Stacked
- Floor Clean
- Isle Space Between Drum
- CAT Walk in Place & Secure
- CAT Walk Damage

Remarks:

O.K.

FARM TANK

- Farm Tank Area Clean
- All Tank Area Dry (Free Product)
- All Tank Markings/Label Good Condition
- Any Valve Leaking
- Any Flange Leaking
- Any Pump Leaking
- All SUMP Free of Product
- All Hoses in Good Condition
- Any Hoses Leaking
- All Hoses Clean of Product
- All Spill Bucket Empty
- All Spill Buckets (Labeled & Sealed)

Remarks:

O.K.

OFFLOADING AREA

- Offloading Pit Clean (outside)
- Separator Pit Clean (inside)
- All Material Drums Labeled
- All Hoses In place

Remarks:

O.K.

Fault reported to _____ Position _____ Date _____

DAILY INSPECTION LOG

COMPLETED BY: Bobby

DATE: May 10th Tues

TIME OF INSPECTION: 7:00 am

Pass

Fail

Action Taken

DRUM AREA

- Drum Area Clean
- All Drums Properly Labeled
- All Drums Have Lids
- Empty Drums Stacked
- Floor Clean
- Isle Space Between Drum
- CAT Walk in Place & Secure
- CAT Walk Damage

Drum Area Clean	X	
All Drums Properly Labeled	X	
All Drums Have Lids	X	
Empty Drums Stacked	X	
Floor Clean	X	
Isle Space Between Drum	X	
CAT Walk in Place & Secure	X	
CAT Walk Damage	X	

Remarks:

need more space between drums

FARM TANK

- Farm Tank Area Clean
- All Tank Area Dry (Free Product)
- All Tank Markings/Label Good Condition
- Any Valve Leaking
- Any Flange Leaking
- Any Pump Leaking
- All SUMP Free of Product
- All Hoses in Good Condition
- Any Hoses Leaking
- All Hoses Clean of Product
- All Spill Bucket Empty
- All Spill Buckets (Labeled & Sealed)

Farm Tank Area Clean	X	
All Tank Area Dry (Free Product)	X	
All Tank Markings/Label Good Condition	X	
Any Valve Leaking	X	
Any Flange Leaking	X	
Any Pump Leaking	X	
All SUMP Free of Product	X	
All Hoses in Good Condition	X	
Any Hoses Leaking	X	
All Hoses Clean of Product	X	
All Spill Bucket Empty	X	
All Spill Buckets (Labeled & Sealed)	X	

Remarks:

little leak at Thermal Valve being fix 5/10/11

OFFLOADING AREA

- Offloading Pit Clean (outside)
- Separator Pit Clean (inside)
- All Material Drums Labeled
- All Hoses in place

Offloading Pit Clean (outside)	X	
Separator Pit Clean (inside)	X	
All Material Drums Labeled	X	
All Hoses in place	X	

Remarks:

Trash Removal need to be done

Fault reported to _____ Position _____ Date _____

DAILY INSPECTION LOG

COMPLETED BY: Bobby

DATE: June 2, 2011 Thursday

TIME OF INSPECTION: 8:00am

Pass

Fail

Action Taken

DRUM AREA

- Drum Area Clean
- All Drums Properly Labeled
- All Drums Have Lids
- Empty Drums Stacked
- Floor Clean
- Isle Space Between Drum
- CAT Walk in Place & Secure
- CAT Walk Damage

✓		
✓		
✓		
✓		
✓		
✓		
✓		
✓		

Remarks:

needs to be once overed this morning -

FARM TANK

- Farm Tank Area Clean
- All Tank Area Dry (Free Product)
- All Tank Markings/Label Good Condition
- Any Valve Leaking
- Any Flange Leaking
- Any Pump Leaking
- All SUMP Free of Product
- All Hoses in Good Condition
- Any Hoses Leaking
- All Hoses Clean of Product
- All Spill Bucket Empty
- All Spill Buckets (Labeled & Sealed)

↑		
↓		

Remarks:

needs to be swept and walked thru for pickup

OFFLOADING AREA

- Offloading Pit Clean (outside)
- Separator Pit Clean (inside)
- All Material Drums Labeled
- All Hoses In place

✓		
✓		
✓		
✓		

Remarks:

clean up inside of pit

Fault reported to Ricky Position _____ Date _____

DAILY INSPECTION LOG

COMPLETED BY: Ricky

DATE: June 3, 2011 Friday

TIME OF INSPECTION: 2:30pm

Pass

Fail

Action Taken

DRUM AREA

- Drum Area Clean
- All Drums Properly Labeled
- All Drums Have Lids
- Empty Drums Stacked
- Floor Clean
- Isle Space Between Drum
- CAT Walk in Place & Secure
- CAT Walk Damage

✓		
✓		
✓		
✓		
✓		
✓		
✓		
✓		

Remarks:

FARM TANK

- Farm Tank Area Clean
- All Tank Area Dry (Free Product)
- All Tank Markings/Label Good Condition
- Any Valve Leaking
- Any Flange Leaking
- Any Pump Leaking
- All SUMP Free of Product
- All Hoses in Good Condition
- Any Hoses Leaking
- All Hoses Clean of Product
- All Spill Bucket Empty
- All Spill Buckets (Labeled & Sealed)

✓		
✓		
✓		
✓		
✓		
✓		
✓		
✓		
✓		
✓		
✓		
✓		

Remarks:

OFFLOADING AREA

- Offloading Pit Clean (outside)
- Separator Pit Clean (inside)
- All Material Drums Labeled
- All Hoses in place

✓		
✓		
✓		
✓		

Remarks:

Fault reported to J.P/Bobby Position _____ Date _____

DAILY INSPECTION LOG

COMPLETED BY: Bobby

DATE: 7/15/11 Friday

TIME OF INSPECTION: 6:00 am

Pass Fail Action Taken

DRUM AREA

Drum Area Clean	X		
All Drums Properly Labeled	X		
All Drums Have Lids	X		
Empty Drums Stacked	X		
Floor Clean	X		
Isle Space Between Drum	X		
CAT Walk in Place & Secure	X		
CAT Walk Damage	X		

Remarks:

FARM TANK

Farm Tank Area Clean	X		
All Tank Area Dry (Free Product)	X		
All Tank Markings/Label Good Condition	X		
Any Valve Leaking	X		
Any Flange Leaking	X		
Any Pump Leaking	X		
All SUMP Free of Product	X		
All Hoses in Good Condition	X		
Any Hoses Leaking	X		
All Hoses Clean of Product	X		
All Spill Bucket Empty	X		
All Spill Buckets (Labeled & Sealed)	X		

Remarks:

OFFLOADING AREA

Offloading Pit Clean (outside)	X		
Separator Pit Clean (inside)	X		
All Material Drums Labeled	X		
All Hoses in place	X		

Remarks:

Fault reported to _____ Position _____ Date _____

DAILY INSPECTION LOG

COMPLETED BY:

Bobby LeClair

DATE:

7/18/11 Monday

TIME OF INSPECTION:

6:10am

Pass

Fail

Action Taken

DRUM AREA

- Drum Area Clean
- All Drums Properly Labeled
- All Drums Have Lids
- Empty Drums Stacked
- Floor Clean
- Isle Space Between Drum
- CAT Walk in Place & Secure
- CAT Walk Damage

X		
X		
X		
X		
X		
X		
X		
X		

Remarks:

Rained last night pump out containment bench / Rainwater monthly cleaning of areas - Labeling and spec good

FARM TANK

- Farm Tank Area Clean
- All Tank Area Dry (Free Product)
- All Tank Markings/Label Good Condition
- Any Valve Leaking
- Any Flange Leaking
- Any Pump Leaking
- All SUMP Free of Product
- All Hoses in Good Condition
- Any Hoses Leaking
- All Hoses Clean of Product
- All Spill Bucket Empty
- All Spill Buckets (Labeled & Sealed)

X		
X		
X		
X		
X		
X		
X		
X		
X		
X		
X		
X		

Remarks:

pump out Rain water from farm - / month cleaning this week - put hoses back in place

OFFLOADING AREA

- Offloading Pit Clean (outside)
- Separator Pit Clean (inside)
- All Material Drums Labeled
- All Hoses In place

X		
X		
X		
X		

Remarks:

pump out containment from Rain water / tools and hose back in place

Fault reported to _____ Position _____ Date _____

DAILY INSPECTION LOG

COMPLETED BY: Picky

DATE: 8/11/11

TIME OF INSPECTION: 7:30am

Pass

Fail

Action Taken

DRUM AREA

Drum Area Clean	✓		
All Drums Properly Labeled	✓		
All Drums Have Lids	✓		
Empty Drums Stacked	✓		
Floor Clean	✓		
Isle Space Between Drum	✓		
CAT Walk in Place & Secure	✓		
CAT Walk Damage	✓		

Remarks:

FARM TANK

Farm Tank Area Clean	✓		
All Tank Area Dry (Free Product)	✓		
All Tank Markings/Label Good Condition	✓		
Any Valve Leaking	✓		
Any Flange Leaking	✓		
Any Pump Leaking	✓		
All SUMP Free of Product	✓		
All Hoses in Good Condition	✓		
Any Hoses Leaking	✓		
All Hoses Clean of Product	✓		
All Spill Bucket Empty	✓		
All Spill Buckets (Labeled & Sealed)	✓		

Remarks:

OFFLOADING AREA

Offloading Pit Clean (outside)	✓		
Separator Pit Clean (inside)	✓		
All Material Drums Labeled	✓		
All Hoses In place	✓		

Remarks:

Fault reported to _____ Position _____ Date _____

DAILY INSPECTION LOG

COMPLETED BY:

Mac S

DATE:

9/12/11

TIME OF INSPECTION:

8:30am

Pass Fail

Action Taken

DRUM AREA

- Drum Area Clean
- All Drums Properly Labeled
- All Drums Have Lids
- Empty Drums Stacked
- Floor Clean
- Isle Space Between Drum
- CAT Walk in Place & Secure
- CAT Walk Damage

X		
X		
X		
X		
X		
X		
X		
X		

Remarks:

Rainy

FARM TANK

- Farm Tank Area Clean
- All Tank Area Dry (Free Product)
- All Tank Markings/Label Good Condition
- Any Valve Leaking
- Any Flange Leaking
- Any Pump Leaking
- All SUMP Free of Product
- All Hoses in Good Condition
- Any Hoses Leaking
- All Hoses Clean of Product
- All Spill Bucket Empty
- All Spill Buckets (Labeled & Sealed)

X		
X		
X		
X		
X		
X		
X		
X		
X		
X		
X		
X		

Remarks:

Rainy

OFFLOADING AREA

- Offloading Pit Clean (outside)
- Separator Pit Clean (inside)
- All Material Drums Labeled
- All Hoses In place

X		
X		
X		
X		

Remarks:

Rainy

Fault reported to _____ Position _____ Date _____