

**LOUISIANA PUBLIC SERVICE COMMISSION**

PO Box 91154; Baton Rouge, LA 70821

(888) 342-5717 or (225) 342-4439

T-37230
RECEIVED
JUN 05 2024**WASTE BY MOTOR VEHICLE APPLICATION**PUBLIC SERVICE COMMISSION
TRANSPORTATION

Applicant desires to secure from the Louisiana Public Service Commission a Common Carrier Certificate authorizing applicant to operate as a **COMMON CARRIER OF WASTE BY MOTOR VEHICLE**.

BUSINESS ENTITY- APPLICANT INFORMATION**SECTION 1**

Business Entity Name: Equipment Transport LLC		
DBA: (Including any doing business as "dba" name) Equipment Transport LLC		
Business Entity's Authorized Representative: Jim Drumwright		
Business Address: 5220 Spring Valley Road, Suite 415		
City: Dallas	State: Texas	ZIP Code: 75254
Mailing Address: 5220 Spring Valley Road, Suite 415		
City: Dallas	State: Texas	ZIP Code: 75254
Telephone # (Include Area Code) 214-202-6730	Fax # (Include Area Code)	Cell # (Include Area Code)
Email Address: jdrumwright@etllcusa.com		
FEIN #: 26-1263913	OR	SS#
COMPANY TAX REPORTING YEAR (Check ONLY one box)		
<input checked="" type="checkbox"/> Company's Tax reporting year is on a CALENDAR basis reporting January 01 to December 31 each year.		
<input type="checkbox"/> Company's Tax reporting year is on a FISCAL basis reporting from _____ to _____ each year. Month/Day Month/Day		
COMPANY OWNERSHIP AND/OR INTEREST		
Check one box	Louisiana Domestic Corporation	Date of Incorporation _____
	Louisiana Domestic Limited Liability Company (LLC)	Date of Formation _____
	Louisiana Domestic Partnership	Date of Formation _____
	Louisiana Limited Liability Partnership	Date of Formation _____
	Foreign* Corporation in the State of _____	Date of Incorporation _____
	Foreign* Limited Liability Company (LLC) in the State of <u>Pennsyl</u>	Date of Formation <u>10/3/2007</u>
	Foreign* Partnership in the State of _____	Date of Formation _____
MUST attach copies of the company's Secretary of State Certificate & Articles of Incorporation or Formation from your state of origin or existence. *Foreign Entities must also register with the Louisiana Secretary of State's Office (La. SOS); submit copies of the paperwork filed with the La. SOS along with a copy of the Certificate of Good Standing issued by the La. SOS.		

BUSINESS ENTITY- APPLICANT INFORMATION**SECTION 1 (Continued)**

List Names of Officers and/or Members and percentage of ownership or number of shares below and check one box to indicate title.

Name	Title (Corporations list President, Vice President, Secretary, Treasurer and LLC companies list Members)	Ownership percentage of ownership or number of shares
Meridian Equipment Leasing LLC		100%

REPRESENTATION OF APPLICANT**SECTION 2**

If Applicant is represented by legal counsel or if this application is being filed by legal counsel please provide the following:

LEGAL COUNSEL'S NAME: N/A		
FIRM NAME:		
Mailing Address:		
City:	State:	ZIP Code:
Telephone # (Include Area Code)	Fax # (Include Area Code)	Cell # (Include Area Code)
Email Address:		

AUTHORITY TYPE**SECTION 3**

(Please check all types of waste you desire to acquire in this application below)

<input checked="" type="checkbox"/> Non-hazardous oilfield wastes (i.e. Exploration & Production wastes as defined by RS 45:162)
<input type="checkbox"/> Non-hazardous industrial solid waste (as defined by RS 45:162)
<input type="checkbox"/> Hazardous waste (as defined by RS 45:162)

GEOGRAPHICAL LOCATION

SECTION 4

<input checked="" type="checkbox"/>	Mark this box if you are seeking authority STATEWIDE
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OR applicant desires to transport waste as outlined in Section 3 originating
in the following parishes:

	Acadia		Allen		Ascension		Assumption
	Avoyelles		Beauregard		Bienville		Bossier
	Caddo		Calcasieu		Caldwell		Cameron
	Catahoula		Claiborne		Concordia		DeSoto
	East Baton Rouge		East Carroll		East Feliciana		Evangeline
	Franklin		Grant		Iberia		Iberville
	Jackson		Jefferson		Jefferson Davis		Lafayette
	Lafourche		LaSalle		Lincoln		Livingston
	Madison		Morehouse		Natchitoches		Orleans
	Ouachita		Plaquemines		Pointe Coupee		Rapides
	Red River		Richland		Sabine		St. Bernard
	St. Charles		St. Helena		St. James		St. John the Baptist
	St. Landry		St. Martin		St. Mary		St. Tammany
	Tangipahoa		Tensas		Terrebonne		Union
	Vermilion		Vernon		Washington		Webster
	West Baton Rouge		West Carroll		West Feliciana		Winn

EQUIPMENT

SECTION 5

Applicant proposes to commence operations with the following equipment:

(If additional space is needed, attach a separate sheet listing each vehicle)

Year (Ex. 2016)	Make (Ex. Peterbuilt)	Model (Ex. Tractor or Trailer)	Type (Ex. Vacuum, dump, roll-off, flat bed etc...)
	Please See Attached		

TERMINALS AND SERVICE OF PROCESS

SECTION 6

Please check one

- ☐ Applicant is located outside of Louisiana and understands if authority is granted a LOUISIANA TERMINAL in which operations shall commence, must be established prior to issuance of the certificate.
- ☒ Applicant proposes to commence operations from the following LOUISIANA TERMINAL/LOCATION(S) as listed below: (If applicant has additional Louisiana terminals or locations, attach a separate sheet listing each location)

LOUISIANA TERMINAL/LOCATION address: 231 Goodwill Road

City: Minden

State: LA

ZIP Code: 71055Gerry

TERMINALS AND SERVICE OF PROCESS

SECTION 6 (Continued)

OUT OF STATE CARRIERS MUST LIST AGENT FOR SERVICE OF PROCESS BELOW Any carrier domiciled outside of Louisiana and providing the intrastate transportation of waste for disposal in Louisiana shall register the company's name, address and telephone number with the Louisiana secretary of state and the Louisiana Public Service Commission. Service of process with respect to all civil, criminal, or administrative proceedings brought before any court or administrative agency located in the state may be served on the registered agent as filed with the Louisiana secretary of state by any means provided by the applicable rules or procedure for that court or agency providing service of process.

Agent For Service Of Process Name

Gerry Mizell

Mailing Address:

PO Box 101

City:

Elm Grove

State:

LA

ZIP Code:

71051

VERIFICATION

SECTION 7

STATE OF

TEXAS

PARISH/COUNTY OF

DALLAS

BEFORE ME, the undersigned authority,

JIM DRUMWRIGHT

(Applicant) who represents EQUIPMENT TRAILERS (Business Entity) personally came and appeared, who, after being duly sworn, did depose and say that he/she is the APPLICANT in the above application; that he/she desires to secure from the Louisiana Public Service Commission a Common Carrier Certificate, authorizing the applicant to operate as a carrier of **Waste** as stated; and that he/she has read same and is familiar with the contents thereof and that facts as stated therein are true and correct, and to the best of his/her knowledge. FURTHERMORE, APPLICANT agrees to comply with all provisions of law and the rules and regulations of the Louisiana Public Service Commission respecting the operation of public service motor vehicles, and to file with the Commission a tariff which shows the services to be rendered and the basis for computation of rates, schedules and other required data; and to file such evidence of insurance or bonds as required by law and by the rules and regulations of the Louisiana Public Service Commission prior to commencement of operations. And understands that the information contained in this application may be shared with the Louisiana Department of Revenue for purposes of Inspection and Supervision Fees.

SWORN TO AND SUBSCRIBED before me this

4th

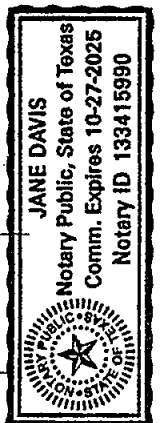
day of

JUNE, 2024

PRINTED NAME OF APPLICANT

PRINTED NAME OF NOTARY PUBLIC

SIGNATURE OF APPLICANT

SIGNATURE OF NOTARY PUBLIC
(including Notary Seal & Number)**LPSC OFFICE USE ONLY**

Accepted by Staff

Johnny Paul

Date

6-12-24

DOCKET #

T-37230

PUBLISHED IN BULLETIN #

1326

ON

6-21-24

Date

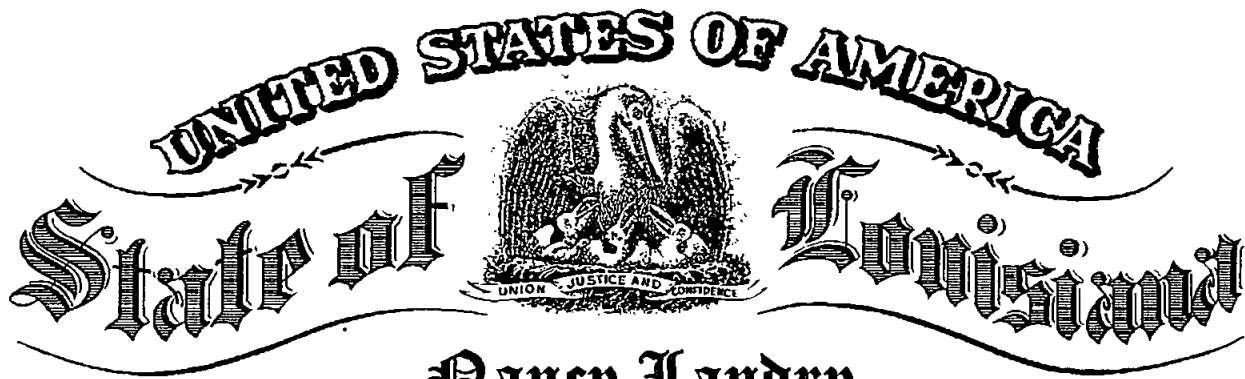
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Make	Model	Type
MACK	P64T	TRACTOR
MACK	P64T	TRACTOR
MACK	P64T	TRACTOR
MACK	GU700	TRACTOR
PETERBILT	367	TRACTOR
PETERBILT	367	TRACTOR
PETERBILT	367	TRACTOR
PETERBILT	367	TRACTOR
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PETERBILT	567	TRACTOR
PETERBILT	567	TRACTOR
MACK	GR64FT	TRACTOR
MACK	P64T	TRACTOR
MACK	GR64FT	TRACTOR
MACK	AN64T	TRACTOR
MACK	AN64T	TRACTOR
MACK	GR64FT	TRACTOR
MACK	GR64FT	TRACTOR
MACK	GR64FT	TRACTOR
MACK	P64T	TRACTOR
MACK	GR64FT	TRACTOR
MACK	GR64FT	TRACTOR
MACK	GR64FT	TRACTOR
MACK	GR64FT	TRACTOR
MACK	GR64FT	TRACTOR

[illegible]

[illegible]

[illegible]



Nancy Landry
SECRETARY OF STATE

As Secretary of State of the State of Louisiana I do hereby Certify that

The Certificate of Authority of

EQUIPMENT TRANSPORT, LLC OF PENNSYLVANIA

to transact business in the State of Louisiana was revoked on June 17, 2019, pursuant to R.S. 12:1353A(9).

I further certify that the revocation was suspended on April 25, 2024 and the Certificate of Authority to transact business in the State of Louisiana is reinstated.

In testimony whereof, I have hereunto set my hand and caused the Seal of my Office to be affixed at the City of Baton Rouge on,

April 26, 2024

Nancy Landry

Secretary of State

JJ 42562367Q



Certificate ID: 11876595#T9R93

To validate this certificate, visit the following web site, go to **Business Services, Search for Louisiana Business Filings, Validate a Certificate**, then follow the instructions displayed.
www.sos.la.gov

Pennsylvania Department of State
Bureau of Corporations and Charitable Organizations
PO Box 8722 | Harrisburg, PA 17105-8722
T: 717-787-1057
dos.pa.gov/BusinessCharities

Regarding: Equipment Transport, LLC
Request Type: Subsistence Certificate **Issuance Date:** April 25, 2024
Request No.: 034784435 **File No.:** 0003759941
Receipt No.: 001021331
Filing Type: Domestic Limited Liability Company
Filing Subtype: Limited Liability Company
Initial Filing Date: October 03, 2007
Status: Active

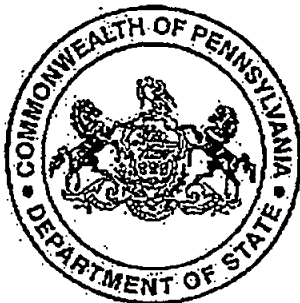
TO ALL WHOM THESE PRESENTS SHALL COME, GREETING:

I DO HEREBY CERTIFY THAT

Equipment Transport, LLC

is currently subsisting on the records of the Department of State as of the Issuance date herein.

I DO FURTHER CERTIFY THAT this Subsistence Certificate shall not imply that all fees, taxes and penalties owed to the Commonwealth of Pennsylvania are paid.



IN TESTIMONY WHEREOF, I have
hereunto set my hand and caused the seal
of my office to be affixed, the day and year
above written

Albert Schmidt
Secretary of the Commonwealth

Verify this certificate online at www.file.dos.pa.gov

PENNSYLVANIA DEPARTMENT OF STATE
CORPORATION BUREAU

Certificate of Amendment-Domestic
(15 Pa.C.S.)

- ☐ Limited Partnership (§ 8512)
☒ Limited Liability Company (§ 8951)

Name James D. Hughes, Esq. / Salzmman Hughes, PC		
Address 354 Alexander Spring Road, Suite 1		
City Carlisle, PA 17015	State	Zip Code 717-249-6333

Document will be returned to the
name and address you enter to
the left.



Commonwealth of Pennsylvania
LIMITED LIABILITY AMENDMENT 3 Page(s)

Fee: \$70



T0916011115

In compliance with the requirements of the applicable provisions (relating to certificate of amendment), the undersigned, desiring to amend its Certificate of Limited Partnership/Organization, hereby certifies that:

1. The name of the limited partnership/limited liability company is:
EQUIPMENT TRANSPORT, LLC

2. The date of filing of the original Certificate of Limited Partnership/Organization: 10/3/2007

3. Check, and if appropriate complete, one of the following:

☒ The amendment adopted by the limited partnership/limited liability company, set forth in full, is as follows:

Change the registered address to 9 Beverly Court, Carlisle, PA 17015

☐ The amendment adopted by the limited partnership/limited liability company is set forth in full in Exhibit A attached hereto and made a part hereof.

4. Check, and if appropriate complete, one of the following:

☒ The amendment shall be effective upon filing this Certificate of Amendment in the Department of State.

☐ The amendment shall be effective on: _____ at _____
Date Hour

PA DEPT. OF STATE

JUN 08 2009

5. Check if the amendment restates the Certificate of Limited Partnership/Organization:

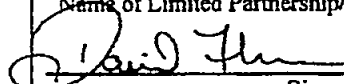
☐ The restated Certificate of Limited Partnership/Organization supersedes the original Certificate of Limited Partnership/Organization and all previous amendments thereto.

IN TESTIMONY WHEREOF, the undersigned limited partnership/limited liability company has caused this Certificate of Amendment to be executed this

4th day of June, 2009.

Equipment Transport, LLC

Name of Limited Partnership/Limited Liability Company



Signature

Title

PENNSYLVANIA DEPARTMENT OF STATE
CORPORATION BUREAU

Certificate of Organization
Domestic Limited Liability Company
(15 Pa.C.S. § 8913)

Name James D. Hughes, Esq.			717-249-6333
Address 354 Alexander Spring Road, Suite 1			
City Carlisle, PA	State PA	Zip Code 17015	

Document will be returned to the
name and address you enter to
the left.



Fee: \$125

In compliance with the requirements of 15 Pa.C.S. § 8913 (relating to certificate of organization), the undersigned desiring to organize a limited liability company, hereby certifies that:

1. The name of the limited liability company (*designator is required, i.e., "company", "limited" or "limited liability company" or abbreviation*):
Equipment Transport, LLC

2. The (a) address of the limited liability company's initial registered office in this Commonwealth or (b) name of its commercial registered office provider and the county of venue is:

(a) Number and Street 3607 Hartzdale Drive	City Camp Hill	State PA	Zip 17011	County Cumberland
(b) Name of Commercial Registered Office Provider c/o:				County

3. The name and address, including street and number, if any, of each organizer is (*all organizer's must sign on page 2*):

Name	Address
James D. Hughes	354 Alexander Spring Road, Suite 1, Carlisle, PA 17015

Commonwealth of Pennsylvania
CERTIFICATE OF ORGANIZATION 3 Page(s)



T0727624045

PA. DEPT. OF STATE

2007 OCT -3 PM 1:32

DSCB:15-8913-2

4. *Strike out if inapplicable term*

A member's interest in the company is to be evidenced by a certificate of membership interest.

5. *Strike out if inapplicable:*

~~No person or persons of the company is vested in a manager or managers.~~

6. The specified effective date, if any is: Upon Filing

month date year hour, if any

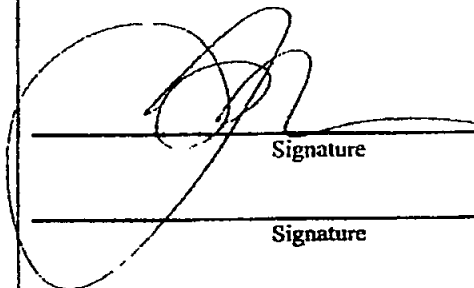
7. *Strike out if inapplicable:*

~~If company is a restricted professional company, organized to render the following permitted professional service(s):~~

8. For additional provisions of the certificate, if any, attach an 8½ x 11 sheet.

IN TESTIMONY WHEREOF, the organizer(s) has (have)
signed this Certificate of Organization this

15th day of October, 2007



Signature

Signature

Signature

PENNSYLVANIA DEPARTMENT OF STATE
CORPORATION BUREAU

Certificate of Amendment-Domestic
(15 Pa.C.S.)

EXPEDITE

☐ Limited Partnership (§ 8512)
☒ Limited Liability Company (§ 8951)

Name	CT - COUNTER		
Address	CT - COUNTER		
City	8504288	State	SO PA 1

Document will be returned to the
name and address you enter to
the left.



Commonwealth of Pennsylvania
LIMITED LIABILITY AMENDMENT 2 Page(s)



T1218458002

Fee: \$70

In compliance with the requirements of the applicable provisions (relating to certificate of amendment), the undersigned, desiring to amend its Certificate of Limited Partnership/Organization, hereby certifies that:

1. The name of the limited partnership/limited liability company is:
Equipment Transport, LLC

2. The date of filing of the original Certificate of Limited Partnership/Organization: 10/03/2007

3. Check, and if appropriate complete, one of the following:

☒ The amendment adopted by the limited partnership/limited liability company, set forth in full, is as follows:

1) Section 4 of the original Certificate is hereby deleted, and 2) Section 5 of the original Certificate is hereby

amended to state the following: "Management of the company is vested in a manager or managers."

☐ The amendment adopted by the limited partnership/limited liability company is set forth in full in Exhibit A attached hereto and made a part hereof.

4. Check, and if appropriate complete, one of the following:

☒ The amendment shall be effective upon filing this Certificate of Amendment in the Department of State.

☐ The amendment shall be effective on: _____ at _____.
Date Hour

5. Check if the amendment restates the Certificate of Limited Partnership/Organization:

☐ The restated Certificate of Limited Partnership/Organization supersedes the original Certificate of Limited Partnership/Organization and all previous amendments thereto.

IN TESTIMONY WHEREOF, the undersigned limited partnership/limited liability company has caused this Certificate of Amendment to be executed this

29th day of June, 2012.

Equipment Transport, LLC

Name of Limited Partnership/Limited Liability Company



Signature

Vice President

Title

**EQUIPMENT TRANSPORT, LLC
EXCLUSIVE RATE SHEET**

The rates to be charged by Equipment Transport, LLC, as Carrier, to Customer for water truck transportation services for the Louisiana Op Area are set forth below.

CARRIER: EQUIPMENT TRANSPORT, LLC
CUSTOMER: TBD
EFFECTIVE DATE: TBD
TERM: TBD

Product	Loaded Miles		Rate
Production Water	1	5	\$1.26
	6	10	\$1.49
	11	15	\$1.72
	16	20	\$1.95
	21	25	\$2.18
	26	30	\$2.41
	31	35	\$2.63
	36	40	\$2.86
	41	45	\$3.09
	46	50	\$3.32

Product	Loaded Miles		Rate
Production Water	51	55	\$3.55
	56	60	\$3.78
	61	65	\$4.01
	66	70	\$4.24
	71	75	\$4.47
	76	80	\$4.70
	81	85	\$4.93
	86	90	\$5.15
	91	95	\$5.38
	96	100	\$5.61

Product	Loaded Miles		Rate
Fresh Water	1	10	\$2.39
	11	30	\$3.31
	31	60	\$4.68
	61	100	\$5.94

Product	Loaded Miles		Rate
Brine Water	1	10	\$3.06
	11	30	\$4.38
	31	60	\$5.75
	61	100	\$7.58

The above printed rates are based on retail diesel at \$4.00/gallon. If retail diesel exceeds \$4.00/gallon, see fuel surcharge calculation below.

Fuel Surcharge (FSC) Reimbursement: Gallons x FSC Reimbursement Rate

Gallons = Loaded Miles x 2 ÷ Fuel Mileage per Gallon (equal to 4.5).

FSC Reimbursement Rate = Avg. Monthly EIA Retail Diesel Price for GULF COAST (PADD 3) – \$4.00

Hourly Vacuum Truck Work: \$100.00 per hour point to point

Demurrage (Load/Unload): After first hour, \$85.00 per hour for each subsequent hour of Wait Time.

Split Tank or Split Site: \$35.00 per run that involves split tank or split site.

Rejects: \$100.00 upon submission of Carrier-numbered reject run ticket and validation.

Trailer Washout (at contractor cost + 10%)

Fresh Water (at contractor cost + 10%)

Brine Water (at contractor cost + 10%)

Disposal Produced Water (at contractor cost + 10%)

Minimum Load (BBLs): 120

NOTWITHSTANDING ANY OTHER WRITING, THIS RATE SHEET IS MADE EXPRESSLY SUBJECT TO THAT CERTAIN TRANSPORTATION SERVICES AGREEMENT BY AND BETWEEN CARRIER AND CUSTOMER.

CARRIER:

CUSTOMER:

By: _____
 Name: _____
 Title: _____
 Date: _____

By: _____
 Name: _____
 Title: _____
 Date: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/3/2024

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 Newfront Insurance Services 777 Mariners Island Blvd Suite 250 San Mateo, CA 94404 www.newfront.com	CONTACT NAME: Cert Request PHONE (A/C, No, Ext): 650-488-8565 FAX (A/C, No): E-MAIL: TechCertRequest@newfront.com ADDRESS: INSURER(S) AFFORDING COVERAGE <table><tr><td>INSURER A: Old Republic Insurance Company</td><td>NAIC # 24147</td></tr><tr><td>INSURER B: Upland Specialty Insurance Company</td><td>16988</td></tr><tr><td>INSURER C: Underwriters at Lloyd's of London</td><td>15792</td></tr><tr><td>INSURER D: Markel American Insurance Company</td><td>28932</td></tr><tr><td>INSURER E: Ironshore Specialty Insurance Co</td><td>25445</td></tr><tr><td>INSURER F: Gemini Insurance Company / Axis</td><td>10833</td></tr></table>	INSURER A: Old Republic Insurance Company	NAIC # 24147	INSURER B: Upland Specialty Insurance Company	16988	INSURER C: Underwriters at Lloyd's of London	15792	INSURER D: Markel American Insurance Company	28932	INSURER E: Ironshore Specialty Insurance Co	25445	INSURER F: Gemini Insurance Company / Axis	10833
INSURER A: Old Republic Insurance Company	NAIC # 24147												
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INSURER D: Markel American Insurance Company	28932												
INSURER E: Ironshore Specialty Insurance Co	25445												
INSURER F: Gemini Insurance Company / Axis	10833												
INSURED Equipment Transport, LLC of Pennsylvania 5220 Spring Valley Road Suite 415 Dallas TX 75254													

COVERAGES**CERTIFICATE NUMBER: 79854750****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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/>	MWZY31495624	3/1/2024	3/1/2025	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" 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	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/>	MWTB31495724	3/1/2024	3/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/>	USXTL0572324 P-001-001369498-01 GVE100315902	3/1/2024 3/1/2024 6/30/2024	3/1/2025 3/1/2025 3/1/2025	EACH OCCURRENCE \$2,000,000 Oc / Ag AGGREGATE \$3,000,000 Oc / Ag Occ / Aggregate \$3,000,000 Oc / Ag
F	DED <input type="checkbox"/> RETENTION \$					
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N N/A	MWC31495524	3/1/2024	3/1/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
D	Motor Truck Cargo	<input checked="" type="checkbox"/>	MKLM3IM0055919	3/1/2024	3/1/2025	Cargo Limit: \$100,000
E	Pollution	<input checked="" type="checkbox"/>	ISPILLSB7LT5004	3/1/2024	3/1/2025	\$1,000,000 Occurrence / \$6,000,000 Agg
C	Commercial Property	<input checked="" type="checkbox"/>	NMB-ETU2012583	3/1/2024	3/1/2025	\$23,228,729
	Excess Liability	<input checked="" type="checkbox"/>	XS0001524 -EXT30054834900	3/1/2024	3/1/2025	\$2,000,000 Occurrence / Aggregate

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

Re: Saltwater transportation/disposal within Louisiana

CERTIFICATE HOLDER**CANCELLATION**

Louisiana Public Service Commission Transportation Administrator - Transportation Div P.O. Box 91154 Baton Rouge, LA 70821	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 Rod Sockolov
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ACORD 25 (2016/03)

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AGENCY CUSTOMER ID: _____

LOC #: _____

**ADDITIONAL REMARKS SCHEDULE**

Page ____ of ____

AGENCY Newfront Insurance Services		NAMED INSURED Equipment Transport, LLC of Pennsylvania 5220 Spring Valley Road Suite 415 Dallas TX 75254	
POLICY NUMBER MKLM3IM0055919		EFFECTIVE DATE: 3/1/2024	
CARRIER Markel American Insurance Company	NAIC CODE 28932		

ADDITIONAL REMARKS**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,****FORM NUMBER:** 25 **FORM TITLE:** Certificate of Liability (03/16)**HOLDER:** Louisiana Public Service Commission Transportation Administrator - Transportation Div**ADDRESS:** P.O. Box 91154 Baton Rouge, LA 70821

AXIS Surplus Insurance Co - P-001-001369498-01 - \$3,000,000 - Excess Liability
Indemnity National Insurance Co - XS0001524 24 - \$1,000,000 - Excess Liability
Endurance American Specialty Ins Co - EXT30054834900 - \$1,000,000 - Excess Liability
All Excess policies are issued on a Follow Form basis

General Liability and Auto Liability includes Additional Insured on a Primary / Non-Contributory basis where required by written agreement. Waiver of Subrogation is included where required by written agreement.

Business Auto Policy includes MCS90 and CA 99481013

Workers Compensation includes Blanket Waiver of Subrogation

30 Day Notice of Cancellation applies to cert holders.

EQUIPMENT TRANSPORT

Safety / Compliance Policy

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Introduction

In conjunction with other Equipment Transport LLC policies and procedures, the Safety / Compliance Policy is intended to establish an effective policy, specifically for drivers and those who supervise or who have responsibility for these operations.

The purpose of the Safety / Compliance Policy is to promote safety for Equipment Transport LLC drivers as well as customers, motorists, and others who may be affected by our operations. Safe operation is an essential element of efficiency and excellent customer service.

These policies may be amended as needed. As amendments are made, those who have access to the policy will be notified and the amended policies will be made available to them.

Part 1: Driver Qualification and Hiring Process

Before entering into an employment agreement with any driver, Equipment Transport LLC will, at a minimum, conduct an investigation and evaluation of the potential new driver as described below.

Following are traffic and other offenses, whether the violation occurred while driving a commercial vehicle, that will disqualify an applicant, and may disqualify a current driver operating under the authority of Equipment Transport LLC (also refer to 49 CFR 383.51 and 391.15):

- A. No serious or disqualifying traffic violations within the last three years as follows:
 - 1. Excessive speeding, involving any single offense for any speed of 15 mph or more above the posted speed limit.
 - 2. Reckless driving, as defined by state or local law or regulation, including but not limited to driving a motor vehicle in willful or wanton disregard for the safety of persons or property.
 - 3. Driving while under the influence of alcohol and/or drugs, as defined by local, state, or federal regulations.
 - 4. Improper use of handheld electronic devices (texting, hand-held phone, etc.).
 - 5. Improper or erratic lane changes.
 - 6. Following the vehicle ahead too closely.
 - 7. Hit and run, leaving the scene of an accident, or failure to report an accident.
- B. No more than four moving violations in the past 36 months, and no more than two moving violations in the previous 12 months.
- C. No preventable accidents involving a fatality, bodily injuries treated away from the scene, or disabling damage to a motor vehicle within three years. (Disabling damage means damage to a motor vehicle that precludes departure of any motor vehicle from the scene of an accident in its usual manner in daylight after simple repairs. This includes damaged vehicles that are drivable, but would incur further damage, if so driven.)
- D. Driving a commercial vehicle without the proper class of CDL and/or endorsements.

Drivers are required to have a minimum of two years of CDL truck driving experience including one year of tanker experience and have a verifiable, acceptable record of employment determined by the following:

- A. The employment application.
- B. The Pre-Employment Screening (PSP) report.
- C. The driver's Motor Vehicle Report (MVR).
- D. Check of FMCSA's Drug and Alcohol Clearinghouse records.
- E. Conduct a thorough driving test.
- F. A pre-employment drug screen, as required by FMCSA safety regulations.
- G. An inquiry, as required by FMCSA regulations, of previous employers.
- H. Satisfactory completion of new-driver orientation.

Prior to being assigned an orientation date, all required documents must be uploaded. All documents must be current.

While employed by Equipment Transport LLC, it is the responsibility of the driver to renew required documents prior to expiration.

Failure to provide updated, current documents will result in removal from dispatch, and possible disciplinary action.

After satisfactory completion of the hiring process, each driver will be subject to a ninety-day probationary period. Within reason, as determined by appropriate supervisors, any additional guidance or training will be provided to the driver during the probationary period. During the probationary period, the employment agreement with the driver may be terminated at any time, at the discretion of the appropriate supervisor.

At the discretion of the appropriate supervisor, the initial probationary period may be extended, for reasonable cause.

The hiring and orientation process is intended to help drivers to understand Equipment Transport LLC's requirements, and to succeed during their employment with Equipment Transport LLC.

Continued employment with Equipment Transport LLC is contingent upon adherence to the requirements of the safety policy and other requirements of the company or of the employment agreement.

It shall be the responsibility of drivers to comply, always, with company operating procedures and policies as well as with the rules, regulations and laws of federal, state, and local regulatory agencies having jurisdiction.

It is the responsibility of each driver to maintain a current, valid CDL with Tank and Hazardous Materials(if applicable) endorsements and a current Medical Card.

Drivers are required to maintain and are responsible for maintaining applicable hazardous materials and other certifications, and to attend training provided or required by Equipment Transport LLC.

Part 2: Discipline Policy

Established procedures are necessary to promote the safe, efficient operation of the company. These procedures are important and must always be followed to ensure the safety of you and your fellow drivers. Additionally, they ensure that the company and its drivers comply with all federal, state, local and shipper regulations specific to the operation of Equipment Transport LLC company business.

As with any organization, progressive discipline is an important part of the success of the company. Discipline is administered at various levels consistent with the problem's occurrence. Listed below are infractions, items and acts that are subject to disciplinary action, up to and including termination of employment.

Disciplinary action is administered in several levels and applies to all drivers as detailed below:

LEVEL 1: First violation receives verbal warning. The second violation involving any Level 1 act receives a written warning which is placed in the driver's file. Third action involving any Level 1 offense receives three (3) days removed from dispatch and a written reprimand placed into the driver's file. The fourth violation involving any Level 1 act will result in the immediate termination of employment.

LEVEL 2: First violation receives three (3) days removed from dispatch, with a written reprimand placed in the driver's file. The second Level 2 violation will result in immediate termination of employment.

LEVEL 3: Any Level 3 violation may result in immediate termination of employment. Involvement in any traffic accident where the driver is determined to be at fault will result in immediate termination of employment.

LEVEL 4: Level 4 infractions are reserved for violations of the Motor Carrier Safety and Hazardous Materials Regulations(if applicable). Written documentation as to the violation will be placed in the driver's file. Level 4 violations may be considered Level 1, 2, or 3 also.

All offenses, minor and major, will remain on the driver's record for a period of 12 months. All violations resulting in termination of employment will remain a permanent part of the driver's company history file.

A minor offense is defined as any act receiving a verbal or written reprimand. A major offense is defined as any act receiving disciplinary time off.

LEVEL 1:

1. Traffic violations not rising to the level of major offenses (as defined in 49 CFR Part 383.51 of the Federal Motor Carrier Safety Regulations). A driver will not exceed posted speed limits or violate other traffic statutes of states, cities or municipalities in which Equipment Transport LLC operates, or exceed the maximum safe and responsible speed considering road conditions.
2. Failure to properly utilize the Equipment Transport LLC designated ELD provider, maintain or prepare paper logs in the event said designated ELD device is inoperable, vehicle inspection reports, bills of lading, mileage reports and any other necessary records as required by this company or regulatory agencies.
3. Failure to use proper and approved personal protective equipment, when and if required.
4. Failure to call dispatch on a timely basis as set forth by established procedures.
5. Failure to comply with dispatch instructions regarding priority loads or loading and unloading destinations or other instructions during the normal course of business.
6. Failure to complete a complete pre and post trip vehicle/equipment inspection.
7. Smoking within 25 feet of any placarded vehicle.
8. Failure to use four-way flashers and emergency reflective devices when disabled along the side of roadway.
9. Leaving equipment unattended when loading or unloading. (No spill occurred)
10. Causing or being contributory to a non-traffic related accident.
11. Exceeding the load limit of 92% of trailer capacity per load (may be lower based on gravity) unless overweight permits have been purchased by the company. (Restrictions of overweight permits must be observed.) Multiple overloads in one day are to be counted separately regarding progressive discipline.
12. Failure to use spill containment bucket when loading and/or unloading.
13. Not attending safety meetings unless on approved days off.
14. Operating a motor vehicle when the following emergency equipment is not in place and ready for use: a gauge readable fire extinguisher with a rating of 10 BC or more; spare fuses, and three (3) bi-directional emergency reflective triangles.

LEVEL 2:

1. Failure to report citations, violations, warnings, arrests, or other offenses involving a CDL required notifications to their immediate supervisor on the day of occurrence regardless of severity.
2. Any spill of more than 5 gallons.
3. Careless or negligent damage to equipment of company or customer's property.
4. Insubordination towards any supervisor, manager, or customer.
5. Failure to call and speak to dispatch when a truck has broken down.
6. Loading at wrong lease or from wrong tank.
7. Failure to report all roadside inspections and traffic violations.
8. Having any unauthorized person or pet in your tractor.

LEVEL 3:

1. Unauthorized use of equipment or permitting unauthorized or illegal use of equipment.
2. Use of intoxicants and/or drugs while on duty or on company property. Arrest for driving while intoxicated or use of illegal drugs, either off duty or on duty will result in immediate removal from dispatch and upon conviction, driver's termination of employment with Equipment Transport LLC.
3. Reckless operation, or other major offenses as defined in 49 CFR Part 383.51 of the Federal Motor Carrier Safety Regulations, whether a citation was issued, or charges filed.
4. Driving any vehicle or device declared and marked out of service.
5. Dishonesty or theft.
6. Negligently operating or driving a vehicle that was involved in any "at fault" traffic crash resulting in a fatality, serious injuries, or property damage.
7. Committing a felony.
8. Carrying firearms in vehicles or bringing firearms onto Equipment Transport LLC properties.
9. Being barred from a customer's plant, lease or offload site for misconduct or negligence.
10. Physical violence directed at any fellow driver, customer, or member of management.
11. Failure to notify Equipment Transport LLC if your license to operate a vehicle has been revoked, suspended, denied, withdrawn, or expired.
12. Failure to report an accident, damage to equipment, spillage, or property damage to your immediate supervisor on the day of the occurrence regardless of severity.
13. Failure to obey railroad crossing devices or unsafe crossing of railroad tracks.
14. Deliberate falsification of required documents (e.g., tickets, etc.)
15. Causing or being contributory to an accident (major traffic accident, fatality, extensive damage to property or vehicles)
16. Receiving 2 out of service violations during separate roadside enforcement inspections during any 12-month period.
17. Failure to wear seatbelt.

LEVEL 4:

1. Any violation of D.O.T. hours of service regulations.
2. Any violation of the Federal Motor Carrier Safety Regulations specific to the driver's qualification or requirements placed on the driver by the regulations. (49 CFR 390.11, 383.51 and 390.15)
3. Failing to maintain a valid and current CDL with proper endorsements issued by state of domicile.
4. Offenses leading to the disqualification of drivers as codified in 49 CFR 383.51 and 391.15.

All disciplinary action will be sent to the Safety/Compliance Manager for review and retention. Retention of disciplinary action must be retained in their permanent files. All level 1 violations may be purged after one calendar year from written violation. Disciplinary action retained in the driver's permanent file will never be purged.

A 34-hour reset must be taken prior to any removal from dispatch days being levied against the driver.

Any action deemed to be not conducive with Equipment Transport LLC standards that is not covered in this document will result in disciplinary action. Determination of disciplinary level will result from a committee based upon the Field Supervisor, and Safety/Compliance Managers.

The driver will not receive loads until a level has been established and disciplinary action has been performed.

The driver will be personally responsible for payment of fines for citations issued for any violation regardless of amount or severity.

Addendum to Discipline Policy

The following are to be included in the Discipline policy

Excessive Speeding – anything over 75 MPH

1. 1st offense – Written communication
2. 2nd offense – 3 days off dispatch and 90 days probation
3. 3rd offense – Termination of employment

HOS Violations – anything over 15 minutes

1. 1st offense – Written communication
2. 2nd offense – 3 Days off dispatch and 90 days probation
3. 3rd offense – Termination of employment

HOS Violation – Egregious Violation

1. 1st offense – Termination of employment

Safety Scorecard – High Risk Driver

1. 1st offense – 90 Days probation
2. 2nd offense – Termination of employment

Safety Scorecard – Medium Risk Driver

1. 1st offense – Written communication
2. 2nd offense – 90 days probation
3. 3rd offense – Termination of employment

DOT Violation – LVL 1,2 3

1. 1st offense – 3 Days off dispatch after violations have been corrected and 90 days probation
2. 2nd offense – 7 Days off dispatch after violations have been corrected
3. 3rd offense – Termination of employment

Part 3: Drug and Alcohol Policy

Equipment Transport LLC has a strict no-tolerance policy concerning use of drugs and alcohol. Evidence of alcohol and/or use of drugs affecting a safety-sensitive driver's abilities to work safely will be grounds for immediate termination of employment. (Evidence may include, but is not limited to failure of drug and/or alcohol testing, refusal to test, providing adulterated testing samples, possession of illegal drugs and/or alcohol on their person, in a commercial vehicle or company vehicle or otherwise in possession, etc.)

Drivers, and others who are subject to Federal Motor Carrier Safety Regulations (49 CFR, Part 382) are required to be familiar with and adhere to the following:

Field Supervisors, Area Manager, and compliance personnel shall be trained, as required in 49 CFR 382.603, in reasonable suspicion testing.

FMCSRs require those in safety sensitive positions, as defined in the regulations, to submit to pre-employment, random, post-crash, reasonable suspicion, and other drug and/or alcohol testing.

Equipment Transport LLC requires all employed by the company to be compliant with applicable regulations.

All drivers are required to complete pre-employment drug testing prior to starting work. All drivers will be tested for drugs and/or alcohol randomly as required by regulations. Failure to test will be considered a refusal. Refusals and positive tests will be grounds for termination of employment.

Supervisors will require drivers to submit to reasonable suspicion testing for drugs and/or alcohol. Refusals and positive tests will be grounds for termination of employment.

As required by regulations and by company policy, drivers are required to complete post-accident drug and alcohol testing when involved in accidents or crashes. Failure to comply will be considered a refusal. Refusals and positive tests will be grounds for termination of employment.

Post-crash drug and alcohol testing will be conducted as required in 49 CFR 382.303, described below:

The following table notes when a post-accident DOT test is required to be conducted:

Type of accident involved	Citation issued to the CMV driver	Test must be performed by employer
Human fatality	YES NO	YES YES
Bodily injury with immediate medical treatment away from the scene	YES NO	YES NO
Disabling damage to any motor vehicle requiring tow away	YES NO	YES NO

Drivers in safety-sensitive positions may be required to submit to non-DOT drug and/or alcohol testing as part of incident investigations, as determined by supervisors or others involved in the investigation. Failure to submit, or positive test results will be grounds for immediate termination of employment.

Any drug and/or alcohol testing, completed as part of any investigation being conducted by Equipment Transport LLC, which does not meet the criteria set forth in FMCSA regulations must be completed as non-DOT testing.

Termination of Employment agreement

Drivers are required to maintain communication with their supervisors, including giving proper notice when they are taking time off, or cancelling their employment agreement. For random drug and/or alcohol testing purposes, a driver who has not made other arrangements with their supervisor for a period of 30 days since they last worked will be considered to have cancelled their employment agreement. After a period of 30 days, the driver will be removed from the random drug and/or alcohol testing list. If the driver later desires to return to work, the onboarding process including pre-employment drug testing, orientation, etc. will be required.

Part 4: Accident, Crash, and Incident Procedures

Drivers shall remain in the work area and be attentive whenever loading or unloading and be prepared to take appropriate action should a leak or spill occur.

Any spill shall be immediately photographed and reported to the appropriate supervisor. Necessary measures shall be taken to contain and minimize spills whenever possible. Small spills, no matter the size, shall be photographed, reported, and cleaned up.

Should any driver be involved in a traffic crash, accident, or incident, his or her supervisor shall be immediately notified. In the case of a traffic crash, whether on private or public property, no matter the amount of damage to property, law enforcement shall be notified. Photographs shall be taken whenever possible, and those photographs shall be made available to the supervisor. The driver shall remain at the scene until released by the supervisor.

A supervisor shall respond to the scene of any crash or incident to complete an on-scene investigation. Investigation reports should be completed as soon as possible and submitted to Equipment Transport LLC for review and, when required, further investigation.

As part of the investigation, and when required by applicable regulations, drug and/or alcohol testing may be required, as described in the drug and alcohol policy.

In cases involving recordable crashes, as defined in 49 CFR, part 390.5 ("Accident" definition), required reports and an accident register, at a minimum, shall be maintained.

Generally, for crashes and traffic accidents, the following guidance applies:

Accident Procedures

When you're in an accident and not seriously hurt, you need to act to prevent further damage or injury. The basic steps to be taken at any accident are to:

1. Protect the area.

The first thing to do at an accident scene is to keep another accident from happening in the same spot. To protect the accident area:

- If your vehicle is involved in the accident, try to get it to the side of the road. This will help prevent another accident and allow traffic to move.
- If you're stopping to help, park away from the accident. The area immediately around the accident will be needed for emergency vehicles.
- Put on your flashers.

- Set out reflective triangles to warn other traffic. Make sure other drivers can see them in time to avoid the accident.
- If a driver must exit the vehicle, you must put on and wear a yellow reflective safety vest until you have been relieved from the scene by emergency personnel and your immediate supervisor.

2. Notify the authorities.

If you have a cell phone or CB, call for assistance before you get out of your vehicle. If not, wait until after the accident scene has been properly protected, then phone or send someone to phone the police. Try to determine where you are so you can give the exact location.

Call dispatch and your immediate supervisor.

3. Care for the injured.

If a qualified person is at the accident and helping the injured, stay out of the way unless asked to assist. Otherwise, do the best you can to help any injured parties. Here are some simple steps to follow in giving assistance:

- Don't move a severely injured person unless the danger of fire or passing traffic makes it necessary.
- Stop heavy bleeding by applying direct pressure to the wound.
- Keep the injured person warm.

4. Collect Data.

Obtain the following information:

- Obtain other parties driver's license and insurance information. (Take photos if possible)
- Witness written statements, driver's license, and phone number.
- Take numerous pictures from different views with camera, of your vehicle, other parties' vehicle, skid marks, intersection, or roadway, etc... capture the entire story.
- Complete a written statement.

Accident, Crash, and Incident Investigation

Accidents, crashes, and incidents are categorized generally as follows:

Category 1:

Minor incidents including:

- Small spills that can be cleaned up by the driver.
- Other very minor incidents involving no injuries or damage to property.
- ***All traffic crashes, no matter how minor and no matter the location will be treated as category 2, 3 or 4 incidents.***

Category 1 incidents shall be reported to the appropriate supervisor, who will determine the best course of action and ensure the incident is properly investigated, reported, and recorded.

Category 1 incidents, when necessary, may require Level 1 or Level 4 disciplinary action. The need for possible disciplinary action and/or training will be determined and administered by the immediate supervisor and will be part of the driver's file.

Category 2:

Category 2 incidents, when necessary, may require Level 2 or Level 4 disciplinary action, as determined first by the immediate supervisor, or other supervisors as required.

Incidents including:

- Spills of less than 5 gallons.
- Any incidents involving damage to property and/or minor injuries requiring minimal treatment at the scene of the incident.
- Traffic crashes involving relatively minor damage to property.

Category 3:

Category 3 incidents, when necessary, may require Level 3 or Level 4 disciplinary action, as determined first by the immediate supervisor, or other supervisors as required.

Incidents including:

- Spills of 5 gallons or more.
- Any incident involving serious damage to property and/or injuries.
- Any traffic crash involving disabling damage to vehicles.

Category 4:

Category 4 incidents, when necessary, may require Level 3 disciplinary action, as determined first by the immediate supervisor, or other supervisors as required.

Incidents including:

- Any incident, accident, or crash involving serious injury or death, or serious property damage.

In the case of incidents, accidents and crashes that are reasonably likely to result in litigation, steps will be taken to ensure preservation of documents, evidence, and other related items that may be required.

Any incidents, accidents, and crashes, particularly Category 3 and 4, may be subject to review by a committee consisting of the area supervisor, safety/compliance manager, and other staff as needed. The committee shall review the investigation and make recommendations concerning the possible need for further investigation, address possible training and/or policy needs or other measures to prevent future incidents, and recommend disciplinary action, when appropriate, for those involved.

Part 5: Electronic Logging Devices and Hours of Service

Electronic Logging Devices:

Established procedures are necessary to promote the safe, efficient operation of the company. These procedures are important and must always be followed to ensure the safety of you and your fellow drivers. Additionally, they ensure that the company and its drivers comply with all federal, state, local, and shipper regulations specific to the operation of Equipment Transport LLC. company business.

As with any organization, a strictly enforced Electronic Logging Device Policy is an important part of the success of the company. The Equipment Transport LLC ELD policy must be followed by all drivers to ensure compliance with the Federal Motor Carrier Safety Regulations and to maintain employment with Equipment Transport LLC.

Equipment Transport LLC will provide an ELD for drivers. Drivers will be required to care for and ensure the hardware is properly maintained. Damage not consistent with normal wear and tear will be the responsibility of the driver.

1. All trucks/tractors must have installed and properly utilize the Electronic Logging Device currently in use by Equipment Transport LLC.
2. Drivers must acknowledge in writing they have received and understand the ELD training, operating procedure, and disciplinary actions for non-compliance prior to obtaining their first load.
3. Drivers must not tamper with or remove ELD while employed by Equipment Transport LLC.

4. Drivers must contact dispatch and their immediate supervisor if the ELD unit malfunctions or is damaged.
5. Drivers must always carry a paper logbook in the event their ELD is inoperable. Paper logs must be kept up to date, completed properly and submitted to their supervisor upon request. Normally, paper logs should not be used for more than one working day. If ELD repairs take longer than one day, use of paper logs will be kept to an absolute minimum, no more than 7 days.
6. Use of paper logs is prohibited without written consent of the Safety/Compliance Manager.

Neglecting to use or tampering with the Equipment Transport approved electronic logging device will result in further disciplinary action as listed in the Equipment Transport Discipline Policy.

Hours of Service:

Drivers, and others who are subject to Federal Motor Carrier Safety Regulations (FMCSRs) are required to be familiar with and adhere to the following:

Federal Motor Carrier Safety Regulations (49 CFR Part 395), which applies to hours of service. Those subject to these regulations are required to be familiar with, and comply with, current, applicable regulations. To ensure familiarity with current regulations, the Safety/Compliance Manager will provide appropriate supervisors with current information, changes in regulations, etc. Supervisors will ensure that drivers are provided with updates, and the training for drivers is documented. Documentation of training shall be maintained in the driver's files.

Operators will be trained in the use of the required ELD during orientation, and will agree, in writing, to comply with FMCSRs, all other local and State regulations, and to use the ELD system whenever operating the truck, whether on or off duty.

Drivers subject to FMCSRs are required to maintain accurate records of duty status (logbooks), in compliance with current regulations. Supervisors and the safety manager will ensure records of duty status are monitored regularly. Drivers who are not compliant with current regulations and/or policies will receive training and/or discipline in accordance with Equipment Transport LLC policies and procedures. Training and/or discipline will be administered by the Safety/Compliance Manager, Operations Manager or Field Supervisor within the established chain of command.

Drivers found to be out of compliance with hours-of-service regulations, or who are not properly using his or her ELD will be placed out-of-service and will not be dispatched again until compliance is achieved. Further action will follow the guidance outlined in the disciplinary policy.

Compliance with hours-of-service regulations will be regularly monitored by Equipment Transport LLC. Hours of service and related violations may result in disciplinary action, as outlined in the disciplinary policy.

Part 6: Equipment Maintenance

It is the overall responsibility of Equipment Transport LLC to ensure drivers maintain their equipment in a safe working order, in accordance with established regulations. Regulations require Equipment Transport LLC to maintain maintenance records for all equipment under its control.

To help ensure safe operations, drivers are required to make their equipment available for inspection by supervisors as instructed by the supervisor. Failing to do so will result in the vehicle not being dispatched again until the inspection is completed, and the equipment is found to be in good, safe working order.

Inspections by Equipment Transport LLC supervisors should include equipment, the driver's records of duty status, and any required paperwork.

If a driver receives inspections from any law enforcement agency or officer, inspection forms shall be given to the appropriate supervisor as soon as reasonable possible. Any deficiencies identified must be repaired as soon as reasonably possible, before the next workday or as otherwise instructed by the inspecting officer. Inspection reports received from law enforcement personnel shall be given to the appropriate supervisor as soon as possible. If any equipment violations are noted, repairs must be made, and documentation of the repairs must be attached to the inspection report.

Drivers of commercial vehicles are required to complete thorough pre and post trip equipment inspections every workday. Time taken to complete both pre and post trip inspections shall be noted on the driver's daily record of duty status (logbook). Any equipment deficiencies must be noted in the daily vehicle inspection report (DVIR).

Minor deficiencies must be repaired or corrected prior to the following workday. All repairs and/or corrections must be noted on the DVIR. Documentation of the repairs must be provided to Equipment Transport LLC.

Any deficiencies that create an immediate safety hazard, or violations that would render the driver or vehicle out-of-service as defined in the North American Standard Out-of-Service

Criteria published by Commercial Vehicle Safety Alliance (CVSA) shall be repaired or corrected before the vehicle is driven.

Pre and Post trip equipment inspections shall include, but not necessarily be limited to inspection of the following items:

1. Driver

- Current CDL with Proper Endorsements
- Current Medical Certification
- PPE Availability and Condition

2. Driver's Daily Log

- Previous 7 Days Logs
- Supply of Blank Paper Logs
- ELD Instruction Sheet for Inspectors and User Manual
- Ensure the ELD is working properly.

3. Paperwork

- Truck and Trailer Registration
- Current Annual Inspection
- Any Required Overweight/Oversize Permits
- HazMat Permits(if applicable)
- Bill of Lading w/Proper Shipping Name/Description
- Current Emergency Response Guidebook (if applicable)

4. Cab

- City Horn and Air Horn
- Check ABS Lights on Dash and Trailer
- Windshield Wipers and Washer Fluid
- Windshield Condition – Cracks, Etc.
- Mirror Adjustment
- Seat Belt
- Emergency Equipment – Fire Extinguisher (Charged and Secured) and Triangles
- Check Parking Brakes
- With Brake Applied, Listen for Air Leaks while watching Air Pressure
- Check Low Air Warning (Audible and Visible)
- Steering Wheel – Excess Travel, Etc.

5. Under the Hood

- Check Hoses, Belts, Fluid Levels, and Leaks (Air, Liquid, Exhaust)
- Steering Axle Brakes, including Air Line Condition, Leaks, Brake Shoes/Pads, Adjustment

- Steering Mechanism including Oil Leaks, Excess Travel, Bolts, Etc.
 - Steering Tires (Tread Depth, Tire Damage, Tire Pressure, Etc.)
 - Proper Adjustment of Steering System
6. Walk-Around Inspection – Systematically Check All of the Following:
- Headlights, both are Working on High and Low Beam
 - Turn Signals, Front and Rear of Tractor, and Trailer
 - Identification Lights (Top of Cab)
 - All Required Marker and Clearance Lights
 - Reflective Tape, Placement and Condition
 - Emergency Flashers
 - Glad hand Connections to Trailer – Check for Wear, Leaks, Proper Connection
 - Electrical Connection to Trailer - Properly Connected and Secured, and Condition
 - Tires, Including Air Pressure, Tread, Damage, Etc.
 - Spare Tire, Including Proper Securement
 - Wheels, Including Properly Fastened, Damage (cracks, etc.), Wheel Seals and Hubs
 - 5th Wheel and other Coupling Devices, Including Damage, Wear, Mounting Bolts, Etc.
 - Brakes, Including Shoe/Pad Wear, Adjustment, Air Line Condition, Leaks, Etc.
 - Frame, Including Damage, Cracks, Loose Bolts (Suspension, Etc.)
 - Fuel System, Including Proper Tank Securement, Fuel Leaks, Caps, Etc.
7. Cargo Tank
- Tank, Hoses, Valves, for Damage, Leaks, Etc.
 - Emergency Shut-Off Valves
 - Placard Condition and Placement(if applicable)
 - Required Tank Certifications
 - Proper Mounting (Bolts/Brackets)

Part 7: Safe Driving

Equipment Transport LLC requires adherence to State, local, and other applicable traffic laws.

All equipment operating under Equipment Transport LLC's authority will not exceed 70 MPH.

Use of handheld phones and other electronic devices while driving is strictly prohibited. Only hands-free devices are permitted, if not otherwise prohibited by state, local or other statutes.

Hours-of-service regulations are designed and intended to prevent fatigued driving. Drivers are not to drive while fatigued, ill, or otherwise unable to drive safely.

Use of radar detectors or similar devices is strictly prohibited.

No passengers are allowed while under dispatch, unless they are authorized, properly trained employees.

No pets are allowed in the truck.

Safety/Compliance Policy Acknowledgment

I _____ have received and agree to adhere to Equipment Transport LLC's Safety/Compliance Policy.

Driver Name

Date