

ACCEPTED

HAZ-MAT SERVICES, INC.

**LPSC Tariff No. 1
Common Carrier Certificate No. 8015**

Applies To:

**Louisiana Intrastate Transportation of
Non-hazardous Oilfield Waste, Non-hazardous
Industrial Solid Waste and Hazardous Waste
for disposal, as restricted.**

Issued By:

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PART I – SCOPE OF AUTHORIZED OPERATIONS:

Transportation of non-hazardous oilfield waste, non-hazardous industrial solid waste, and hazardous waste for disposal, statewide, with the following restrictions:

1. Restricted against utilizing leased-operators or owner operators;
2. Limited to transportation in eight (8) power units;
3. Limited to transportation of waste which originates north of a line drawn west to east across the northern borders of Vernon, Rapides, Avoyelles, and Pointe Coupee Parishes; and
4. No application for additional or expanded authority to transport non-hazardous oilfield waste, non-hazardous industrial solid waste or hazardous waste shall be filed for a period of two (2) years from the date of the issuance of common carrier certificate No. 8015.

PART II – RULES AND REGULATIONS:

Rule No. 1

SHIPPER TO SPECIFY EQUIPMENT

In ordering equipment, Shipper must specify the commodity to be transported and the capacity of unit or units needed. The size of the unit or combination of units ordered will be used except when a larger unit is furnished at the convenience of the Carrier; the rate per hour will be that of the unit ordered. If the load tendered to the Carrier by the Shipper is greater than that which will be transported by the unit ordered, charges will be based upon equipment used. (EXCEPTION: In no case will the minimum weight provisions herein require loading of vehicles in excess of weight restrictions provided by Louisiana State Law.)

Rule No. 2

DISPOSITION OF TIME FRACTIONS

Except as otherwise provided herein, fractions of less than one-half (1/2) hour will be considered as one-half (1/2) hour. Fractions of one-half (1/2) hour or over will be considered as one full hour.

Rule No. 3

LOADING AND UNLOADING

- a. Carrier will not be responsible for products being unloaded into the wrong storage unit through no fault of the carrier.
- b. Carrier will not be responsible for delivery of contaminating products when such delivery is made through no fault of Carrier.

- c. Shipper is to furnish all facilities for loading unless prior arrangements are made with Carrier.
- d. Consignee shall furnish proper facilities for unloading.

Rule No. 4

METHOD OF COMPUTING TIME

Time will be computed commencing with the departure of equipment from Carrier's nearest terminal to the point of origin, thence to destination of shipment, and return to original terminal. All freight bills shall show date and time of the beginning and ending of such time upon which charges are based. When equipment and all or part of the extra labor used to perform a given service are assigned or diverted to a second revenue service prior to return to original terminal, the charges assigned or diverted to the second service shall terminate for the first service and begin for the second service at the time of assignment or diversion to the second service. No charges will be made for the time during which the service is stopped because of mechanical failure of Carrier's equipment, rest stops of Carrier's employees, or for other reasons for which Carrier is responsible.

Rule No. 5

OFF HIGHWAY OPERATIONS OR IMPASSABLE ACCESS ROADS

When either the loading or the unloading point is off highway, or the access road to either the loading or unloading point is impassable, making it impossible to operate the motor vehicle under its own power, Carrier may have the vehicle towed to either the loading or unloading point. The cost of having the motor vehicle towed will be charged to the party responsible for paying the freight.

Rule No. 6

COLLECTION OF CHARGES

Carrier shall not deliver or relinquish possession of any property transported by it until all rates and charges thereon have been paid in cash, by money order or by check acceptable to Carrier. When acceptable credit arrangements are made before movement of shipment or at time of delivery, credit may be extended for no more than thirty (30) days from date of presentation of freight bill to Shipper or Consignee. Nothing herein shall limit the right of Carrier to require at, or before, the time of shipment, the partial or full prepayment of freight charges or the guarantee thereof. If, upon inspection, it is ascertained that the articles shipped are not those described in the bill of lading, the charges must be paid upon the article actually being transported.

For the purpose of this item, the date of presentation of the freight bill shall be considered as the date postmarked on the envelope. The freight bill shall be considered paid as of the date postmarked on the envelope.

After sixty (60) days from the date of the presentation of freight bill, Carrier shall charge interest thereon at the rate of eighteen percent (18%) per annum, plus reasonable attorney fees incurred on the collection of all charges and interest.

Rule No. 7

REJECTED SHIPMENTS

If for any reason a shipment or any part thereof is rejected by the Consignee prior to release or departure of Carrier's vehicle from the point of rejection and is returned to Shipper, the rate for the return shipment will be calculated the same as the rate for the outbound shipment. Time consumed at the Consignee's facility awaiting orders under this rule and at Shipper's facility on the return shipment will be considered part of the unloading time and detention charges will be assessed as provided for in Rate No. 10.

Rule No. 8

CANCELLATION OF VEHICLES/NO LOAD

When a vehicle is ordered and the order is subsequently canceled by Shipper after the vehicle has been dispatched from Carrier's terminal, the normal rates as determined by Rate Nos. 1 and 2 will be charged.

The time spent awaiting orders under this rule will be considered part of loading time and detention charges will be assessed as provided for in Rate No. 10.

Rule No. 9

OVERWEIGHT FINES

Unless truck scales are available at Shipper's loading facility, Shipper will be responsible for any fines for being overweight in excess of the vehicle's legal gross weight.

Rule No. 10

TITLE OF WASTE

Title of the commodity transported shall remain with Shipper or its customer.

PART III – RATES:

Rate No. 1 – Transportation

The hourly rates for the units listed below are as follows. All additional charges provided for in this tariff shall apply to any shipment.

The following services include Power Unit, Operator and Trailer/Equipment:

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- 130 Barrel Vacuum Truck w/operator \$90.00-\$135.00 per hour
 - Bob Tail Roll Off Truck w/operator \$95.00-\$135.00 per hour
 - Double Hauler Roll Off Truck w/operator \$95.00-\$145.00 per hour

The following services include Power Unit or Power Unit with dedicated tank and operator only:

- 80 Barrel Vacuum Truck w/operator \$90.00-\$135.00 per hour
- Tractor w/ operator only \$80.00-\$120.00 per hour

Rates subject to negotiation with Shipper based on current market conditions, Shipper history, requests of Shipper, length of any agreement/contract, volume to be transported, and/or other terms of any contract/agreement.

Rate No. 2 – Minimum Charge

A three (3) hour minimum charge is applicable on all shipments moved under the rates provided for in Rate No. 1 of this tariff. All additional charges provided for in this tariff shall apply to any shipment.

Rate No. 3 – Disposal

Carrier shall dispose of the carried products for the cost of disposal plus a twenty percent (20%) administrative handling charge.

Rate No. 4 – Charge for Additional Hose

When additional hose in excess of 125 feet in length is requested by Shipper for loading and unloading a shipment, Carrier shall furnish such hose at a charge of \$3.00 per foot for such additional hose.

If it is necessary to send a service truck to transport additional hose for loading or unloading of shipment, a charge of \$40.00 per pickup truck per hour or fractional part thereof will be made which will be in addition to all other charges, and will include the service of the driver, if needed, in assisting in the stringing, connecting, disconnecting, and picking up of the hose. Where additional hose is required or requested, if such hose is available, Carrier will furnish it from the terminal located nearest to the point of the loading or unloading. If extra hose is requested by the Shipper at the time the initial order for the Carrier's service is placed, or within a reasonable time before departure, Carrier will make an effort to transport such hose on the equipment ordered for loading.

Rate No. 5 – Toll Charges

The rates published herein do not include toll charges for use of bridges, tunnels or roads. Where the shortest available regularly traveled highway route, origin to destination, requires the use of bridges, tunnels or roads and where tolls are assessed, the toll charges shall be paid by the carrier

and charged back to the shipper or other party paying freight charges and shall be in addition to all other lawful charges applicable.

Rate No. 6 – Water Movements

When vacuum units are placed on barges or other waterway vessels for movement to water locations, a charge of \$15.00 per hour for each vehicle is applicable. Rate will be computed from the time the vacuum unit is located onto the barge at the loading dock until returned to the loading dock and placed on dry land for highway travel. This charge will be in addition to all other applicable rates and charges.

Rate No. 7 – Charge for Additional Equipment

When additional equipment, such as tarps, tarp straps, bed liner, or other extraordinary equipment, is required or requested by Shipper, Carrier shall furnish the equipment at a charge of cost plus fifteen percent (15%)

Rate No. 8 – Surcharge (Insurance)

An insurance surcharge of five (5%) percent will apply to all cases where special insurance is required outside of the normal policies that the Carrier maintains to operate.

Rate No. 9 – Surcharge (Fuel)

A variable fuel surcharge will be added to all loads. The fuel surcharge will be adjusted weekly and will be based on the price of diesel as listed by the U.S. Energy Information Administration, a Division of the U.S. Department of Energy. The Gulf Coast average is used to determine the percentage. The information can be found at: <https://www.eia.gov/petroleum/gasdiesel/>.

The Uniform Fuel Schedule listed in Special order Number 46-2005 is referenced under Attachment A of this document.

Rate No. 10 – Detention of Vehicles

Time consumed by delays caused by Shipper or Consignee beyond Carrier's control, will be computed and demurrage charged as follows:

1. Loading Detention at Customer's Facility

- 130 Barrel Vacuum Truck w/operator \$90.00-\$135.00 per hour
- 80 Barrel Vacuum Truck w/operator \$90.00-\$135.00 per hour
- Bob Tail Roll Off Truck w/operator \$95.00-\$135.00 per hour
- Double Hauler Roll Off Truck w/operator \$95.00-\$145.00 per hour

Rates subject to negotiation with Shipper based on current market conditions, Shipper history, requests of Shipper, length of any agreement/contract, volume to be transported, and/or other terms of any contract/agreement.

2. Unloading Detention at Consignee's Facility

- 130 Barrel Vacuum Truck w/operator \$90.00-\$135.00 per hour
- 80 Barrel Vacuum Truck w/operator \$90.00-\$135.00 per hour
- Bob Tail Roll Off Truck w/operator \$95.00-\$135.00 per hour
- Double Hauler Roll Off Truck w/operator \$95.00-\$145.00 per hour

Rates subject to negotiation with Shipper based on current market conditions, Shipper history, requests of Shipper, length of any agreement/contract, volume to be transported, and/or other terms of any contract/agreement.

Loading or unloading time will commence when the vehicle arrives at the entrance to Shipper's or Consignee's facility, and will end upon exiting Shipper's or Consignee's facility. Loading or unloading time will include all time consumed waiting to enter or exit Shipper's or Consignee's facility.