PORT EVERGLADES FRANCHISE APPLICATION

An application A separate		emed complete must be filed					
CHECK ONE		STEAMSHIP	AGENT		STEVEDORI	Ξ	
		CARGO HAN	DLER		TUGBOAT &	towing	
		VESSEL BUN	KERING	\nearrow	VESSEL OIL	Y WASTE RE	EMOVAL
		VESSEL SAN	ITARY WAS	STE WATE	R REMOVAL		
		l as the legal en ly only to the A					
Applicant's Name Free (Name	alvides le as it appears o	ASTE PEL	MOUA Se	n, charter, by	LLC, laws, or other off	icial document)	
Applicant's Bu	siness Add			i Ct Si	te 201 FT.	land F	.33316
Phone # (95%	597-	Numb		l address	Kdaltor	_@_ezw	RS.COM
Fax #: (954)	764.	45le9_					
Name of the p (This person's							
Name (Lit	Ford 1	- Derry	, Sr.				
Title Pus	dent						
Business Addre	3 <u>8 101</u> ses	Number/	Suite 20	Street	and Fr	. 3331(City/State/Zi	_ О
Phone # (954)	527.9	739		E-mail ac	ldress <u>Same</u>	AS About	<u> </u>
Fax #: (954)	764-6	456a					
Provide the Na this application							
Representative	's Name(Litrord	L. Be	my Si	~•• <u> </u>		
Representative	's Title	resident		· · · · · · · · · · · · · · · · · · ·	····	 ,	
Representative	's Business	Address 700	umber 32 Nd	Street	te 201 FT.	City/State/2	33316 Cip
Representative							
Representative	's E-mail ac	ldress <u>Kda</u>	Iton_	<u></u>	<u>jwrs</u> .co	M	
Representative				•	. /		

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

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

Officers	
Title resident	
First Name CLIFFORD	Middle Name \(\scale_{\cup} \)
Last Name Ron La	_
Business Street Address 701 58 32 ha	A. Suite 201
City, State, Zip Code FT. Laudenchale	
Phone Number (954) 527 - 9939	Fax Number (954) 764-4569
Email Address Kalby	@ equips. cop.
Title Oferations Manager First Name Kathy	
First Name Kathy	Middle Name 🙏
Last Name Delton	7
Business Street Address Tol SE 32 MC+	
City, State, Zip Code Ft. Landon Clase	
Phone Number (954) 527.9939	Fax Number (951) 764-4569
Email Address Kdalton	@equrs.con.
TD' -1	
Title	NA' LIL NI
First Name	Middle Name
Last Name	_
Business Street Address	
City, State, Zip Code	For Number (
Phone Number ()	
Email Address	_@·
Title	
First Name	Middle Name
Last Nama	ivildate i tallie
Business Street Address	-
City, State, Zip Code	
Phone Number ()	Fax Number ()
Email Address	@
	· · · · · · · · · · · · · · · · · · ·

Attach additional sheets if necessary.

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

S	ection	\mathbf{B}	
		-	

1.	P	lace checkmark to des	cribe the Applic	cant:			
	() Sole Proprietorship () Corporation () Partnership () Joint Venture (X)	Limited Liability	Company

2. Provide copies of the documents filed at the time the Applicant was formed including Articles of Incorporation (if a corporation); Articles of Organization (if an LLC); or Certificate of Limited Partnership or Limited Liability Limited Partnership (if a partnership). If the Applicant was not

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

new officers, list of new principals with titles and contact information, and effective date of changes. Attach additional sheets if necessary.

Section D

Provide copies of all fictitious name registrations filed by the Applicant with the State of Florida's

Section E

- 1. Has the Applicant acquired another business entity within the last five (5) years?

 Yes___ No__Y If "Yes," please provide the full legal name of any business entity which the Applicant acquired during the last five (5) years which engaged in a similar business activity as the business activity which is the subject of this Port Everglades Franchise Application.

 If none, indicate "None" _______.
- 2. Indicate in the space provided the date of the acquisition and whether the acquisition was by a stock purchase or asset purchase and whether the Applicant herein is relying on the background and history of the acquired firm's officers, managers, employees and/or the acquired firm's business reputation in the industry to describe the Applicant's experience or previous business history. Attach additional sheets if necessary.
- 3. Has the Applicant been acquired by another business entity within the last five (5) years? Yes___ No__ If "Yes," provide the full legal name of any business entity which acquired the Applicant during the last five (5) years which engaged in a similar business activity as the business activity which is the subject of this Port Everglades Franchise Application. If none, indicate "None" Lower Level 1997.
- 4. Indicate in the space provided the date of the acquisition and whether the acquisition was by a stock purchase or asset purchase and whether the Applicant herein is relying on the background and history of the parent firm's officers, managers, employees and/or the parent firm's business reputation in the industry to describe the Applicant's experience or previous business history. Attach additional sheets if necessary.

Section F

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

Section G

- 1. Provide a list of the Applicant's current managerial employees, including supervisors, superintendents, and forepersons. David Sills Project Maryer School Davids Charles Charles Charles Lange 2. List the previous work history/experience of the Applicant's current managerial employees,
- 2. List the previous work history/experience of the Applicant's current managerial employees, including their active involvement in seaports and length of time in the same or similar business activities as planned at Port Everglades.

Section H

List all seaports, including Port Everglades (if application is for renewal), where the Applicant is currently performing the services/operation which is the subject of this Franchise application. <u>Use this form for each seaport listed</u>. Photocopy additional pages as needed (one page for each seaport listed).

If none, state "None"	
Seaport Top Englados, FL.	Number of Years Operating at this Seaport
List below all of the Applicant's Clients for wh	nich it provides services at the seaport listed above.

Number of Years Applicant has Provided

Client Name (Company) Services to this Client

Client Name (Company)	Services to this Client
MLS-Ship Agent	5 yrs.
Cliff Born Inc.	5 yrs.
Norton Lilly	2 YRS.
U.S. COAST Guard	5 yrs.
Dept. of Environ. Protect	Ť
Pennafix	5 Yrs.
Kindy Inland Marine	4 yrs.
Sesbulk Internations	
Ship Supply-Ship Aport	5 yrs.
Valls Ship Agencies	2_ YRS.
Lacht Chandler	2 yrs.

Section H

List all seaports, including Port Everglades (if application is for renewal), where the Applicant is currently performing the services/operation which is the subject of this Franchise application. <u>Use this form for each seaport listed</u>. Photocopy additional pages as needed (one page for each seaport listed).

If none, state "None"	
Seaport Jost & Mintie N	umber of Years Operating at this Seaport _5_
List below all of the Applicant's Clients for which	a it provides services at the seaport listed above.
Client Name (Company)	Number of Years Applicant has Provided Services to this Client
MLS. Ship Agent	Syns
MLS. Ship Agent Ship Supply Ship Agent	S yrs
, , , ,	
	1

Section H

List all seaports, including Port Everglades (if application is for renewal), where the Applicant is currently performing the services/operation which is the subject of this Franchise application. <u>Use this form for each seaport listed</u>. Photocopy additional pages as needed (one page for each seaport listed).

If none, state "None"	
Seaport Tond CANANCIA	Number of Years Operating at this Seaport 5
List below all of the Applicant's Clients for wh	ich it provides services at the seaport listed above.
Client Name (Company)	Number of Years Applicant has Provided Services to this Client
MS-Ship Agents	5 yrs.

Section I

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

The description must include all of the following:

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

If none, indicate "None" None".

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



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

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

Section J

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

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Se	ction K
1.	The Applicant must provide its most recent audited or reviewed financial statements prepared in accordance with generally accepted accounting principles, or other documents and information which demonstrate the Applicant's creditworthiness, financial responsibility, and resources, which the Port will consider in evaluating the Applicant's financial responsibility.
2.	Has the Applicant or entity acquired by Applicant (discussed in Section E herein) sought relief

Has the Applicant or entity acquired by Applicant (discussed in Section E herein) sought relief under any provision of the Federal Bankruptcy Code or under any state insolvency law filed by or against it within the last five (5) year period? Yes No V
If "Yes," please provide the following information for each bankruptcy or insolvency proceeding:

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

3.	Has any receiver, fiscal agent, trustee, reorganization trustee, or similar officer been appointed
	in the last five (5) year period by a court for the business or property of the Applicant?
	Yes No_ <u>√</u>

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

- a) Name of person appointed
- b) Date appointed
- c) Name and address of court
- d) Reason for appointment
- 4. Has any receiver, fiscal agent, trustee, reorganization trustee, or similar officer been appointed in the last five (5) year period by a court for any entity, business, or property acquired by the Applicant? Yes No √

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

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

Section L	
List four (4) credit references for the Applicant, one of v	which must be a bank. Use this format:
Name of Reference Panadiso Bank Nat	ure of Business checking Lect
Contact Name Proke Fair Banks Title	Bauking Som. Spe dalist
Legal Business Street Address 540 N. Fedur	of thou.
City, State, Zip Code K. Laud. Fc. 3330	
Phone Number (959 764-8778	
(Provide on a separate sheet.)	

Section M

1. Security: Pursuant to Port Everglades Tariff 12, Item 960, all Franchisees are required to furnish an Indemnity and Payment Bond or Irrevocable Letter of Credit drawn on a U.S. bank in a format and an amount not less than \$20,000 as required by Broward County Port Everglades Department.

2. Has the Applicant been denied a bond or letter of credit within the past five (5) years?

Yes No V

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

Section N

1. Provide a list and description of all equipment currently owned and/or leased by the Applicant and intended to be used by the Applicant for the type of service(s) intended to be performed at Port Everglades including the age, type of equipment and model number.

2 Identify the type of fuel used for each piece of equipment. Die Sel

3. Indicate which equipment, if any, is to be domiciled at Port Everglades. None.

4. Will all equipment operators be employees of the Applicant, on the payroll of the Applicant, with wages, taxes, benefits, and insurance paid by the Applicant?

Yes No

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

Section O

Provide a copy of the Applicant's current Broward County Business Tax Receipt (formerly Occupational License).

Section P

1. Provide a copy of Applicant's safety program.

2. Provide a copy of Applicant's substance abuse policy.

3. Provide a copy of Applicant's employee job training program/policy.

4. Provide information regarding frequency of training.

5. Include equipment operator certificates, if any.

Section Q

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

 Yes V No
- 2. Has the Applicant received within the past five (5) years or does the Applicant have pending any citations, notices of violations, warning notices, or civil penalties from the U.S. Coast Guard? Yes___ No___
- 3. Has the Applicant received within the past five (5) years or does the Applicant have pending any citations, notices of violations, warning notices, or fines from the Occupational Safety and Health Administration?

Yes__ No_

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

- a) Name and address of the agency issuing the citation or notice
- b) Date of the notice
- c) Nature of the violation
- d) Copies of the infraction notice(s) from the agency
- e) Disposition of case
- f) Amount of fines, if any
- g) Corrective action taken

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

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

Section R

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

By signing and submitting this application, Applicant certifies that it has read and understands the governing rules and regulations for a franchise as provided in Chapter 32, Part II, of the Broward County Administrative Code as amended. For additional information, visit: http://www.municode.com/resources/gateway.asp?pid=13528&sid=9.

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

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

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

By signing and submitting this application, Applicant authorizes the Port Everglades Department of Broward County to make any inquiry or investigation it deems appropriate to verify or augment the information contained in this application, and authorizes others to release to the Port Everglades Department of Broward County any and all information sought in such inquiry. Applicant further understands that under the laws of the State of Florida, this application is subject to the Florida Public Records Act (Chapter 119, Florida Statutes) as may be amended.

Representative Y Date Signed 5/7/13
Signature name and title - typed or printed CLIFFORD L. Derry Sx.
Witness Signature (*Required*)
Witness name-typed or printed KAthy Dalton
Witness Signature (*Required*) Milli Kill
Witness name-typed or printed Tanni, R Kilbury
If a franchise is granted, all official notices/correspondence should be sent to:
Name Kathy Dalton Title Operations Manager
Address P.O. Box 22490 Fr. Lauri Phone (954) 527-9939
T-1. 33335

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

VESSEL BUNKERING

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

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

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

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

VESSEL OILY WASTE REMOVAL

Section S - Certificate of Adequacy in compliance with the Directives of MARPOL 73/75 and 33 CFR 158, if applicable. Not Regulaed.

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

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

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

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

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

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

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

VESSEL SANITARY WASTE WATER REMOVAL

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

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

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

Clifford L. Berry, Sr. 700 S.E. 32nd Court

Ft. Lauderdale, FL 33316

Clifford L. Berry, Sr. began his career in Port Everglades in 1951 performing maintenance work for Pacific Molasses. Part of his job included connecting and disconnecting hoses to the molasses tanks that today hold fuel. In 1954 he shifted over to the petroleum industry by taking a position as clerk loader with Republic Oil Company, now Marathon Oil Company.

In addition to his full-time job Cliff became a hard working young entrepreneur on the docks of Port Everglades handling the rubber hoses that connected oil tankers to the underground pipeline system. By 1963 the hose handling business was good enough to support Cliff, his wife and six children on a full-time basis. He knew by then he had found his niche. In 1971, with 10 employees by his side, he incorporated his business now known as Cliff Berry and Associates, Inc.

Long gone are the days of physically handling rubber hoses as the way to connect oil tankers to the underground pipeline system. Cliff designed and built three sets of steel unloading arms to connect a ship to the shore side terminal. Hook-ups that used to take half a day now take half an hour. The benefits of this timesaving, self-contained system are an increase in safety, efficiency and ship turn-around times. During the last ten years, over 1 billion barrels of petroleum products (gasoline, diesel and jet fuels)-the entire supply for Florida south of Orlando-were off-loaded by Cliff Berry and Associates, Inc. in Port Everglades.

In 1999 Cliff Berry, Sr. was awarded the U.S. Coast Guard's Distinguished Public Service Award, the highest honor the USCG can bestow upon a civilian other than the Lifesaving Award. The citation was personally communicated by Coast Guard Admiral Norman Saunders. In 2002 Cliff was awarded The International Golden Compass Award, which honors men and women who have achieved distinction in the maritime world, whose vocation or avocation is the sea, or who has assisted seafarers or those who minister to them. In 2003 he received The Freedom Award during Broward Navy Days in recognition of his dedication to God, Family, and Country.

From churches and community associations to schools and the Little League, Cliff Berry has long been a lifeline of support for groups that improve the quality of life in his native Fort Lauderdale and Port Everglades.

Clifford L. Berry, Sr. 4411 E. Country Club Circle Plantation, FL. 33317 (954) 321-8978

(03/2006-Present)

Everglades Waste Removal Services, LLC. 700 SE 32nd Court

Ft. Lauderdale, FL. 33316

(954) 527-9939 Owner/President

Environmental Services which include,

Transportation, Waste Disposal, Bilge Pumping,

Spill Cleanup Services.

(01/1980-03/2006)

Cliff Berry & Associates, Inc.

851 Eller Drive

Ft. Lauderdale, FL. 33316

(954) 763-3390

Owner/President

Loading Arm System servicing the Oil Industry in Port Everglades Transferring millions of gallons of product underground to the Oil Companies Tank Farms.

Sold Co. to South Fla. Petroleum

(01/1969-101/1980)

Port Everglades Overnight Trailer Park

700 SE 32nd Court

Ft. Lauderdale, FL. 33316

Owner/President

Rental of overnight trailer lots Now Offices and Warehouses

Kathy A. Dalton 2119 S.W. 30th Terrace Fort Lauderdale, FL. 33312 (954) 325-7431

LICENSES/TRAINING 40-Hour OSHA Hazardous Materials Training Program

8-Hour Hazardous Waste Operations & Emergency Response Training

8-Hour Department of Transportation HM-181, 126F, 215A

PIC-Person In Charge-Port Everglades requirement Essentials of HR Law, Reasonable Suspicion Training

OFFICE SKILLS

ADP Pay Expert for Payroll. Accpac System for Accounts Receivable and Accounts Payables. Journal Entries. Daily Deposits. Bank Reconciliation's. Knowledge of Excel and

Word Programs, Quick Books..

(05/31/06-Present)

Everglades Waste Removal Services, LLC.

700 SE 32nd Court

Ft. Lauderdale, FL. 33316

(954) 527-9939

Supervisor/Cliff Berry Sr.

OPERATIONS MANAGER

Responsibilities include: Executive Assistant to President.

Handling all daily operations of an Environmental Transportation

Company. Interface with all government agencies

related to licensing, permitting and various regulatory activities.

Sales, Proposals, Human Resources.

EXPERIENCE

(5/28/96-05/01/06)

Cliff Berry & Associates, Inc.

Port Everglades, Fl. 33316

(054) 762 2200

(954) 763-3390

851 Eller Drive

Supervisor/Cliff Berry Sr.

ADMINISTRATIVE

Responsibilities include: Executive Assistant to President.

Handle all Accounts Receivables and Payables including collections, Daily Bank Deposits. Enter Wires. Assistant to Accountant. Bi-Weekly Payroll for

approx. 35 people.

Collect Rents and Process Fla. Sales Tax Reports.

(7/93-5/96)

Anchor Management Group, Inc.

Melbourne, Florida

Supervisor/Louis Spaccio

(321) 254-2920

BROKER ASSISTANT

Responsibilities included: Assistant to Four Brokers, Schedule Appointments, process new accounts and maintain existing ones, portfolio summaries, ACATS, give stock quotes, order prospectus material for the office, assistant to the

cashier.

(10/89-6/93)

Smith Barney (Formally Shearson Lehman Brothers)

Melbourne, Florida (321) 725-0050

WIRE OPERATOR/CASHIER

Entered Stocks/Options, Commodities, and Mutual Fund orders, Daily Deposits, Audit Broker's Commissions/Payroll. Balance Daily Receiving and Delivering

of Securities.

INTERESTS

Scuba Diving, Traveling



No Events No Name History

Return to Search Results

Entity Name Search

Search

Detail by Entity Name

Florida Limited Liability Company

EVERGLADES WASTE REMOVAL SERVICES, LLC

Filing Information

 Document Number
 L06000027895

 FEI/EIN Number
 204477571

 Date Filed
 03/14/2006

 State or Country
 FL

Status ACTIVE

Principal Address

700 S.E. 32ND COURT FORT LAUDERDALE, FL 33310

Mailing Address

P.O. BOX 22490 FORT LAUDERDALE, FL 33335

Changed: 04/23/2007

Registered Agent Name & Address

BERRY, CLIFFORD LSR 700 S.E. 32ND COURT FORT LAUDERDALE, FL 33310

Manager/Member Detail

Name & Address

Title MGRM

BERRY, CLIFFORD LSR 700 S.E. 32ND COURT FORT LAUDERDALE, FL 33310

Annual Reports

 Report Year
 Filed Date

 2011
 04/28/2011

 2012
 04/25/2012

 2013
 04/30/2013

Document Images

nome (Copyright © and Privacy Policies State of Florida, Department of State	1 LIST 1
Return to Search Results	Contact us Document Searches E-Filing Services Forms	
No Events No Name History		Entity Name Search
03/14/2006 Florida Limited Liability	View image in PDF format	
04/23/2007 ANNUAL REPORT	View image in PDF format	
01/08/2008 ANNUAL REPORT	View image in PDF format	
04/29/2009 ANNUAL REPORT	View image in PDF format	
04/30/2010 ANNUAL REPORT	View image in PDF format	Tolline Help
04/28/2011 ANNUAL REPORT Home Contact Us	View image in PDF format -Filing Services Document Searches	Forms Help
08/30/2011 ANNUAL REPORT	View image in PDF format	
04/25/2012 ANNUAL REPORT	View image in PDF format	
94/30/2013 ANNUAL REPORT	View image in PDF format	

ARTICLES OF ORGANIZATION OF EVERGLADES WASTE REMOVAL SERVICES, LLC

The undersigned certify that we have associated ourselves together for the purpose of becoming a limited liability company under the laws of the State of Florida, providing for the formation, rights, privileges, and immunities of limited liability companies for profit. We further declare that the following Articles shall serve as the Charter and authority for the conduct of business of the limited liability company.

ARTICLE I

NAME AND PRINCIPAL PLACE OF BUSINESS

The name of the limited liability company shall be Everglades Waste Removal Services, LLC and its principal office shall be located at 700 S.E. 32nd Court, Fort Lauderdale, County of Broward, State of Florida, 33310 but it shall have the power and authority to establish branch offices at any other place or places as the members may designate.

ARTICLE II

PURPOSES AND POWERS

In addition to the powers authorized by the laws of the State of Florida for limited liability companies, the general nature of the business or businesses to be transacted, and which the limited liability company is authorized to transact, shall be as follows:

- 1. To engage in any activity or business authorized under the Florida Statues.
- 2. In general, to carry on any and all incidental business; to have and exercise all the powers conferred by the laws of the State of Florida, and to do any and all things set forth in these Articles to the same extent as a natural person might or could do.
- 3. To purchase or otherwise acquire, undertake, carry on, improve, or develop, all or any of the business, good will, rights, assets, and liabilities of any person, firm, association, or corporation carrying on any kind of business of a similar nature to that which this limited liability company is authorized to carry on, pursuant to the provisions of these Articles; and to hold, utilize, and in any manner dispose of the rights and property so acquired.
- 4. To enter into and make all necessary contracts for its business with any person, entity, partnership, association, corporation, domestic or foreign, or of any domestic or foreign state, government, or governmental authority, or of any political or administrative subdivision, or department, and to perform and carry out, assign, cancel, or rescind any of such contracts.

- 5. To exercise all or any of the limited liability company powers, and to carry out all or any of the purposes, enumerated in these Articles and otherwise granted or permitted by law, while acting as agent, nominee, or attorney-in-fact for any persons or corporations, and perform any service under contract or otherwise for any corporation, joint stock company, association, partnership, firm, syndicate, individual, or other entity, and in this capacity or under this arrangement develop, improve, stabilize, strengthen, or extend the property and commercial interest of the property and to aid, assist, or participate in any lawful enterprise in connection with or incidental to the agency, representation, or service, and to render any other service or assistance it may lawfully do under the laws of the State of Florida, providing for the formation, rights, privileges, and immunities of limited liability companies for profit.
- 6. To do everything necessary, proper, advisable, or convenient for the accomplishment of any of the purposes, or the attainment of any of the objects, or the furtherance of any of the powers set forth in these Articles, either alone or in association with others incidental or pertaining to, or going out of, or connected with its business or powers, provided the same shall not be inconsistent with the laws of the State of Florida.

The several clauses contained in this statement of the general nature of the business or businesses to be transacted shall be construed as both purposes and powers of this limited liability company, and statements contained in each clause shall, except as otherwise expressed, be in no way limited or restricted by reference to or inference from the terms of any other clause. They shall be regarded as independent purposes and powers.

Nothing contained in these Articles shall be deemed or construed as authorizing or permitting, or purporting to authorize or permit the limited liability company to carry on any business, exercise any power, or do any act which a limited liability company may not, under Florida laws, lawfully carry on, exercise, or do.

ARTICLE III

EXERCISE OF POWERS

All limited liability company powers shall be exercised by or under the authority of, and the business and affairs of this limited liability company shall be managed under the direction of, the members of this limited liability company. This Article may be amended from time to time in the regulations of the limited liability company by a unanimous vote of the members of the limited liability company.

: 4.6:

ARTICLE IV

MANAGEMENT

Management of this limited liability company is reserved to its members, whose names and addresses are as follows: Clifford L. Berry, Sr., 700 S.E. 32nd Court, Fort Lauderdale, Florida 33310 and Betty Berry, 700 S.E. 32nd Court, Fort Lauderdale, Florida 33310.

ARTICLE V

MEMBERSHIP RESTRICTIONS

Members shall have the right to admit new members by unanimous consent. Contributions required of new members shall be determined as of the time of admission to the limited liability company.

A member's interest in the limited liability company may not be sold or otherwise transferred except with unanimous written consent of all the members.

On the death, retirement, resignation, expulsion, bankruptcy, or dissolution of a member, or the occurrence of any other event that terminates the continued membership of a member in the limited liability company, the remaining members shall have the right to continue the business on unanimous consent of the remaining members.

ARTICLE VI

CAPITAL CONTRIBUTIONS

Capital contributions in the amount of \$100.00 cash shall be paid to the limited liability company by the two (2) members in equal shares. Additional contributions will be made as required for investment purposes, as determined by unanimous consent of the members. Members will make contributions in equal shares.

ARTICLE VII

PROFITS AND LOSSES

- (a) Profit Sharing. The members shall be entitled to the net profits arising from the operation of the limited liability company business that remain after the payment of the expenses of conducting the business of the limited liability company. Each member shall be entitled to an equal distributive share of the profits. The distributive share of the profits shall be determined and paid to the members: each year on the anniversary date of the commencement of business of the limited liability company, the month and day of the commencement date being September 1st.
- (b) Losses. All losses that occur in the operation of the limited liability company business shall be paid out of the capital of the limited liability company and the profits of the business, or, if these sources are insufficient to cover such losses, by the members in equal shares.

ARTICLE VIII

DURATION

This limited liability company shall exist in perpetuity or until dissolved in a manner provided by law, or as provided in the regulations adopted by the members.

ARTICLE IX

INITIAL REGISTERED OFFICE AND REGISTERED AGENT

The address of the initial registered office of the limited liability company is 700 S.E. 32nd Court, Fort Lauderdale 33310, County of Broward, State of Florida, and the name of the company's initial registered agent at that address is CLIFFORD L. BERRY SR.

The undersigned, being the original members of the limited liability company, certify that this instrument constitutes the proposed Articles of Organization of Everglades Waste Removal Services, LLC.

Executed by the undersigned at Fort Lauderdale, Florida

LIFFORD L. BERRY SK

BETTY BERRY

STATE OF FLORIDA:

SS

COUNTY OF BROWARD

BEFORE ME, the undersigned authority, duly licensed to administer oaths and take acknowledgments, personally appeared Clifford L. Berry Sr. and Betty Berry who, being first duly sworn, deposes and says, that they have read the foregoing and that it is true and correct to the best of their knowledge.

SWORN TO and subscribed before me this 10th day of Mu

, 2006.



NOTARY PUBLIC STATE OF FLORIDA

My Commission Expires:

Statement Designating Registered Agent and Office

State of Florida County of Broward

Pursuant to the provisions of Sections 608.415 (608.415) and 608.407 (1)(c) of the Florida Limited Liability Company Act, the limited liability company identified below submits the following statement in designating its registered office and registered agent in the State of Florida:

The name of the limited liability company is Everglades Waste Removal Services, LLC.

The name of the registered agent for Everglades Waste Removal Services, LLC, is CLIFFORD L. BERRY SR. and the street address of the company's principal office where the agent is located is 700 S.E. 32nd Court, Fort Lauderdale, Florida 33310.

This statement is to acknowledge that, as indicated above, Everglades Waste Removal Services, LLC. has appointed me, CLIFFORD L. BERRY SR., as its registered agent to accept service of process for the company at the place designated above in this certificate. I accept this appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statues relating to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent.

STATE OF FLORIDA:

COUNTY OF BROWARD

BEFORE ME, the undersigned authority, duly licensed to administer oaths and take acknowledgments, personally appeared Clifford L. Berry Sr. who, being first duly sworn, deposes and says, that he has read the foregoing and that it is true and correct to the best of his knowledge.

SWORN TO and subscribed before me this lot day of Mau



NOTARY PUBLIC STATE OF FLORIDA

My Commission Expires:



HISTORY OF EVERGLADES WASTE REMOVAL SERVICES, LLC.

Everglades Waste Removal Services, LLC. (EGWRS) was Incorporated in the State of Florida on March 14, 2006 by Clifford L. Berry, Sr. to provide waste removal and disposal services to South Florida. Mr. Berry has brought to this new company his fifty plus years of business experience and commitment to a clean environment that he has demonstrated with past successful companies in Port Everglades.

EGWRS was granted a franchise by the Broward County Board of County Commissioners on June 13, 2006 to perform vessel sanitary waste water removal and granted a franchise for vessel oily waste water services at Port Everglades on October 9, 2007. During the past five years EGWRS has been performing these services for a variety of vessels and clients at Port Everglades.

EGWRS has been honored to be involved in several Fleet Weeks over the last five years, disposing hundreds of thousands of gallons of sanitary waste water for the United States Navy.

David C Sills Sr 7074 NW 49th ST Lauderhill, FI 33319

Experience:

01/8/2006-01/08/2011

CDL Driver

Class B/Tanker/Hazmat

40-Hour Health & Safety Training Course

24-Hour Confined Space Training

Transportation Worker Identification Credential/TWIC

PIC/Person in Charge Training

8-Hour Confined Space Rescue Training

8-Hour Hazardous Waste Operation & Emergency Response Training

40-Hour Confined Space Rescue

Matthew Roberts

16901 SW 62nd Street

Southwest Ranches, FL 33331

Training: Training as a Heavy Equipment Operator, Fuel man and Mechanic

(1988-1990)	Team Land Development-Deerfield Beach FL -Heavy Equipment Operator, Fuel Man, Mechanic in training
(1990-1991)	Cliff Berry Inc. Fort Lauderdale, FL - Heavy Equipment Operator, CDL Truck Driver.
(1991-2009)	Sandbox Bulldozing Inc. SW Ranches, FL –President, Owner, Various Land Clearing, Site Development, Wetland Const and Excavation & Hauling.
(2009-2010)	Allied Builders Inc. Venus, FL- Supervisor for General Contractor.
(2010-Present)	Everglades Waste Removal Services Ft. Lauderdale- Supervisor in charge of the Land Development Department. Have done various jobs with both private companies and State and County work. Presently oversee all aspects of jobs from bidding thru on hand working on sites.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 1/15/2013

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 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	CONTACT NAME:				
nsurance Office of America - FTL Plaza 100 Building	PHONE (A/C, No, Ext): (954) 318-1379 FAX (A/C, No): (954)	318-1383			
100 NE Third Ave, Ste 850	E-MAIL ADDRESS:				
Fort Lauderdale, FL 33301	INSURER(S) AFFORDING COVERAGE	NAIC#			
	INSURER A: Chartis Specialty Insurance Company	26883			
INSURED	INSURER B : New Hampshire Ins. Co.	23841			
Everglades Waste Removal Services, LLC	INSURER C: Commerce & Industry Insurance Company	19410			
P.O. Box 22490	INSURER D:				
Fort Lauderdale, FL 33335	INSURER E :				
	INSURER F:				

COVERAGES CERTIFICATE NUMBER: 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.

NSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	(MM/DD/YYYY)	LIMIT	s	
	GENERAL LIABILITY					EACH OCCURRENCE	\$	1,000,000
Α	X COMMERCIAL GENERAL LIABILITY		EG14237168	12/31/2012	12/31/2013	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	300,000
	CLAIMS-MADE X OCCUR					MED EXP (Any one person)	\$	25,000
	X Contractual Liab.					PERSONAL & ADV INJURY	\$	1,000,000
	X XCU, Poll Legal Liab					GENERAL AGGREGATE	\$	2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					PRODUCTS - COMP/OP AGG	\$	2,000,000
- 1	POLICY X PRO-						\$	
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident)	\$	1,000,000
В	X ANY AUTO		CA1932175 12/31/201	12/31/2012	12/31/2013	BODILY INJURY (Per person)	\$	
	ALL OWNED SCHEDULED AUTOS			BODILY INJURY (Per accident)		\$		
	HIRED AUTOS NON-OWNED AUTOS					PROPERTY DAMAGE (PER ACCIDENT)	\$	
•	X MCS-90						\$	
	UMBRELLA LIAB X OCCUR		5#1			EACH OCCURRENCE	\$	9,000,000
Α	X EXCESS LIAB CLAIMS-MADE		EGU14237166	12/31/2012	12/31/2013	AGGREGATE	\$	9,000,000
	DED X RETENTION \$					Prod/Comp. Ops.	\$	9,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					X WC STATU- TORY LIMITS OTH- ER		
С	ANY PROPRIETOR/PARTNER/EXECUTIVE	N/A	WC5227222	12/31/2012	12/31/2013	E.L. EACH ACCIDENT	\$	1,000,000
	(Mandatory in NH)					E.L. DISEASE - EA EMPLOYEE	\$	1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - POLICY LIMIT	\$	1,000,000
Α	Pollution & Prof.		COPS 14253769	12/31/2012	12/31/2013	Each Loss/Aggregate		10,000,000

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

*30 Days notice of cancellation, except 10 Days notice of cancellation for non-payment of premium in accordance with policy provisions. Workers'
Compensation includes USL&H and Maritime Coverage. Excess Follows form. PLL: \$2,000,000 per occurrence. Cargo Pollution is included in EG14237168.

FRANCISCO

VASQUEZ 2013.01.16 08:25:13

Proof of insurance only.

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

Broward County 1850 Eller Drive Fort Lauderdale, FL 33316 AUTHORIZE

AUTHORIZED REPRESENTATIVE

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APPLICANT'S FINANCIAL DOCUMENTS HAVE BEEN REVIEWED BY PORT EVERGLADES FINANCE DIVISION





CREDIT REFERENCES

WASTE REMOVAL SERVICES, LLC.

- 1) Paradise Bank (See Page 7)
- 2) Napa Reliable Parts, Auto Parts Contact Name: Ed King, Owner 205 W. State Rd. 84, Ft. Laud. FL. 33315 (954) 522-2804
- 3) Rex Rental, Rental Equipment Contact Name: Jon Wright, Owner 1921 S. State Rd. 7 Ft. Laud. FL. 33317 (954) 584-1800
- 4) Industrial Hose & Hydraulics, Hoses & Fittings Contact Name: Joey Heckman, Owner 1100 SE 24th Street Port Everglades, Fl. 33315 (954) 525-8165





IRREVOCABLE STANDBY LETTER OF CREDIT

BENEFICIARY:

Broward County, Board of County Commissioners Broward County Port Everglades Department Attention: Director of Business Administration 1850 Eller Drive Fort Lauderdale, Florida 33316

LETTER OF CREDIT NO.: 1014

DATE OF LETTER OF CREDIT:

September 14, 2007

APPLICANT:

Everglades Waste Removal Services, P. O. Box 22490 Fort Lauderdale, Florida 33335

AMOUNT: \$20,000.00 Twenty Thousand Dollars and no/100

EXPIRATION DATE:

September 14, 2008

We hereby establish our irrevocable Standby Letter of Credit No. 1014, in favor of Broward County and for account of Everglades Waste Removal Services, LLC, available by Broward County's drafts drawn on us payable at sight up to an aggregate amount of U.S. Twenty Thousand Dollars and no/100 (\$20,000.00) when accompanied by this Letter of Credit and the following documents:

- Draft drawn on us at sight.
- A signed statement from the Port Director of Broward County, that the amount of the drawing represents amounts due and unpaid to Broward County arising from:
 - (a) failure of Applicant to pay to BROWARD COUNTY, when due, any and all tariff or other charges that have accrued at Port Everglades (whether relating to the furnishings of services or materials Applicant, its principals, agents, servants or employees at Port Everglades; or, due to injury to property of Port Everglades; or, stemming from the use of Port Everglades facilities by Applicant, its principals, agents, servants or employees; or, otherwise); or
 - (b) costs, expenses, losses, damages or injury sustained by BROWARD COUNTY from non-compliance by Applicant, its principals, agents, servants or employees with applicable laws, ordinances, rules and regulations of the federal, state and local governmental units or agencies (including but not limited to the terms and provisions of the BROWARD COUNTY Code of Ordinances, Administrative Code, and all procedures and policies of the Port Everglades Department), as amended from time to time; or
 - (c) costs, expenses, losses, damages or injury sustained by BROWARD COUNTY from any act, omission, negligence or misconduct of Applicant, its principals, agents, servants or employees in Port Everglades (whether causing injury to persons or otherwise).

This Letter of Credit shall be renewed for successive periods of one (1) year each unless we provide Broward County and the Director of the Port Everglades Department with written notice of our intent to terminate the credit herein extended, which notice must be provided at least ninety (90) calendar days prior Broward County, Board of County Commissioners Letter of Credit No. 1014 September 14, 2007 Page 2

to the expiration date of the original term hereof or any renewed one (1) year term.

Any draft drawn under this Letter of Credit shall bear the clause "Drawn under Paradise Bank Irrevocable Standby Letter of Credit No. 1014 dated September 14, 2007". The original Letter of Credit must accompany any drawing, and the date and amount of each drawing must be endorsed on the reverse side of this Letter of Credit by the negotiating bank, if any.

This Credit is subject to the "Uniform Customs and Practice for Documentary Credits", International Chamber of Commerce Publication Number 600, 2007 Revision, (effective July 1, 2007) and to the provisions of Florida law. If a conflict between the Uniform Customs and Practice for Documentary Credits and Florida law should arise, Florida law shall prevail. If a conflict between the law and another state or country and Florida law should arise, Florida law shall prevail.

Paradise Bank

Dennis W. Gavin

Executive Vice President

Date: September 12, 2007

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Page 1 of 2

VEHICLE DISCRIPTION LIST

Everglades Waste Removal Services, LLC.

VEH#	DESCRIPTION	CAPACITY	VIN NO.	TAG NO	INSPECTION DUE DATE
ESV-01	1995 Chevrolet 3500	SCRAPED	1GCHK33F6SF005797	642WIU	DELETED
ESV-02	2000 Ford	Pickup	1FDWF36F8YEC20700	718WIU	02/01/2013
ESV-03	1992 Chevrolet/Dully	Pickup	2GCHC39N7N1235632	102YPA	NEEDS REPAIR
ESV-04	1998 Chevrolet	Pickup	1GCEK19R6WR153381	AXTA66	02/001/13
<u>VEH#</u>	DESCRIPTION	CAPACITY	VIN NO.	TAG NO	INSPECTION
EVT-01	1985 Mack Vacuum Truck	3,000 GAL	. 1M2B116C1FA006997	N5551G	10/26/2013
EVT-02	1995 Int'l Vacuum Truck	3,000 GAL	2HSFHALR0SC017502	2 N07341	02/01/2013
EVT-03	1996 Vacuum Truck	1,500 GAL	J8DM7A128T3300051	N 9487L	02/01/2013
EVT-04	1994 Vacuum Truck	3,000 GAL.	4V2JCBBE1RR828628	N3601Q	02/01/2014
EVT-5	1996 Vac Con Truck	3,000 GAL	4V5JCBBE5TR847533	N3627Q	10/26/2013
VEH#	DESCRIPTION	CAPACITY	VIN NO.	TAG NO	INSPECTION
ETT-01	1999 HM Tank Trailer	6,000 GA	L. FLT1306MH	2036CE	01/05/2014
ETT-02	1977 Fruehauf Tank Trailer	9,000 GA	AL UNY566401	2035CE	02/02/2014
ETT-03	1987 Fruehauf Tank Trailer	9,000 GA	L 1H4T04225HK004800	3 2039CE	02/02/2013
ETT-04	1992 Fruehauf Tank Trailer	9,000 GA	L 1H4T04323NL012701	2040CE	01/15/2014
ETT-05	1973 Great Dane Tank Tra	iler 9,000 G <i>A</i>	L. HT925589	2038CE	01/20/2013
ETT-06	1981 Heil Tank Trailer	9,000 GA	L LA3A7B2B7G51560	3256CD	02/02/2013
ETT-07	1978 Fruhauf Tank Trailer	9,000 GA	L UNZ594602	3258CD	02/03/2014

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VEHICLE DISCRIPTION LIST

Everglades Waste Removal Services, LLC.

VEH# ETR-01	DE SCRIPTION 1989 Mack Tractor	CAPACIT	Y VIN NO. 1M2N277Y7KW010640	TAG NO T809RL	INSPECTION NEEDS REPAIRS
ETR-02	1997 Int'l. Tractor		2HSFMAHR6VC022468	397KKX	02/02/2013
ETR-03	1992 Mack Tractor		1M2AA13Y8NW018240	108VWX	02/03/2013
ETR-04	1995 Mack Tractor		1M1AA13Y9SW047455	106VWX	02/03/2014
ETR-05	1995 Mack Tractor		1M1AA13Y1SW047448	105VWX	01/16/2014
ETR-06	1992 Mack Tractor		1M2AA13Y1NW014885	640WIU	02/03/2013
ETR-07	SOLD				
ETR-08	1991 Mack Tractor		1M1AA05Y1MW010426	299YPA	01/16/2014
ETR-09	1990 Mack Tractor		1M1AA05Y6LW007228	291YPA	01/18/2014
VEH#	DESCRIPTION	CAPACITY	VIN NO.	TAG NO	INSPECTION
EST-01 EST-02	1986 Interstate Cargo 7 2002 Pace Cargo Trail		1UK500D17G1001848 1K907X1602D210728	269YPA 3406CJ	01/17/2014 01/17/2014
EVTT-01	5250 Gallon Vacuum	Trailer	NCX5754637	32577CD	
VEH#	DESCRIPTION	CAPACITY	VIN NO.	TAG NO	INSPECTION
EFT-01	2003 Dragon Frac Tank	21,000 Gal.	25213DRAGON	630WIW	NO INSP.
EFT-01 <u>VEH#</u>	2003 Dragon Frac Tank	21,000 Gal. CAPACITY	25213DRAGON VIN NO.	630WIW TAG NO	NO INSP.
	Ç	·			
VEH# EBT-01	DESCRIPTION 1995 Int'l Box Truck	·	VIN NO. 1HTSDAAN4SH690503	TAG NO	INSPECTION 01/19/2014

BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 - 954-831-4000 VALID OCTOBER 1, 2012 THROUGH SEPTEMBER 30, 2013

DBA: $_{\rm EVERGLADES}$ waste removal services Business Name: $_{\rm LLC}$

Receipt #:326-6797
COURIER/TRANSPORT/DLVRY/TOWING
Business Type: (TRANSPORTER)

Owner Name: CLIFFORD L BERRY SR

Business Location: 701 S E 32 CT STE 201

FT LAUDERDALE

Business Opened:08/01/2006

State/County/Cert/Reg:

Exemption Code:

Business Phone: 954-527-9939

Rooms

Seats

Employees

Machines

Professionals

3

For Vending Business Only						
	Number of Mach	lines:		Vending Type);	
Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
33.00	3.30	0.00	0.00	0.00	0.00	36.30

THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS

THIS BECOMES A TAX RECEIPT

WHEN VALIDATED

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

Mailing Address:

CLIFFORD L BERRY SR P O BOX 22490

FORT LAUDERDALE, FL

33335

Receipt #05A-11-00009785 Paid 07/18/2012 36.30

2012 - 2013



Broward County Florida Dept of Port Everglades 1850 Eller Drive Fort Lauderdale, FL. 33316

Re: Renewal of Vessel Oily Waste Removal Franchise

To Whom It May Concern:

Section P. Page 8

- 1) See attached revised Health & Safety Manual.
- 2) See attached.
- 3) All employees must have PIC Training, 40 hr. HAZWOP training and 40 hrs. "In house" hands on truck and facility operations training.
- 4) The frequency of training is once a quarter.
- 5) See attached.



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Bloodborne Pathogens Exposure Control Program

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Certificate of Completion

This certifies that

David Sills

has successfully completed

8 Hour HAZWOPER Refresher Training

In Accordance W/Federal OSHA Regulation 29 CFR 1910.120(e), (p) & (q)

Proof of initial certification and subsequent refresher training is NOT required to take refresher training

Julius Griggs

Outreach Instructor

Rod Zierenberg

Training Director

Julius P. Griggs
Julius P. Griggs

110531546264

5/31/2011

Julius P. Griggs
Program Administrator

Certificate Number

Issue Date

S Y S T E M S

HazMat Student, LLC

690A E-Los Angeles Suite 215 Simi Valley, CA 93065 http://hazmatstudent.otsystems.net

Refresher certification does not necessarily indicate initial 24 or 40 Hour HAZWOPER certification

Purpose

Everglades Waste Removal Service, LLC. is committed to protecting the health and safety of it employees, maintaining a productive work environment, and preserving our reputation and that of our employees. Consistent with this effort, EGWRS strictly enforces guidelines for a Drug-Free Workplace which prohibits the use, abuse, possession, distribution, trade or sale of alcohol, inhalants and/or drugs while on the job. Further, reporting to work with the presence of illegal drugs or alcohol in one's body is strictly prohibited.

Statement of Policy

It is a condition of employment to abide by the terms of this Policy. It is the policy of EGWRS, that the unlawful, unauthorized possession, use, consumption, sale, trade, purchase, distribution, dispensation, or manufacture by any employee of alcohol, inhalants/prescription inhalants, or any illegal drugs or illegally obtained drugs in the workplace, on EGWRS premises or within its facilities or vehicles, or in the conduct of Company related work off EGWRS premises is strictly prohibited and will be grounds for immediate termination.

EGWRS shall not permit any employee to work or to perform their duties after having been found to have ingested illegal or illegally obtained drugs, or while impaired or under the influence of alcohol or inhalants, as consistent with applicable regulations.

Employees shall not use or be under the influence of medication while working if the medication(s) has the potential to alter or adversely affect judgment or motor skills, induce sleepiness, or otherwise detract from the ability to safely perform the job. Employees must notify their manager if taking such medication. Employees are not required to disclose the medicine's name or the condition of which is being taken. However, the treating physician must provide documentation stating whether or not the employee can safely perform their specific job. The illegal use of prescription drugs is strictly prohibited.

Definitions:

1. Alcohol: Liquids containing ETHYL ALCOHOL (ETHANOL)

2. Drug(s): One or more of the following named substances,

AMPHETAMINES, CANNABINOIDS (MARIJUANA),

COCAINE, PHENCYCLIDINE (PCP), OPIATES,

INHALANTS.

3. Medication(s): Prescription and Non-Prescription substances obtained and used

legally to combat illness and injury or for other therapeutic

reasons

Section: Workplace Conduct

Drug-Free Workplace Policy

4. Work(ing): Performing any activity under any conditions during any period

time that a employee is covered by Workers' Compensation insurance (driving, on duty, on call, or performing any task as part of employment duties); lese and contract employees

included

5. Influence:

To be physically, mentally, or emotionally subject to the effects

of any substance

6. Employer:

EGWRS

7. Client:

All EGWRS Clients

8. Employee:

Anyone employed, or contracted with EGWRS who is covered

by Workers' Compensation Insurance obtained by EGWRS.

9. Donor:

An employee or applicant who has submitted body fluids and/or

breath samples for the purpose of determining the presence of

drugs and/or alcohol

10. Use/Using:

As it pertains to drugs, alcohol and medications; to drink, smoke, apply topically, inject, possess, solicit, distribute,

dispense, manufacture or transfer. Exceptions to these rules regarding the definition of Ause@ will be allowed only with

management's written permission.

11. MRO:

The Medical Review Officer (MRO) is licensed physician who

has knowledge of substance abuse disorders and has appropriate

medical training to interpret and evaluate an individual's

positive test results together with his or her medical history and

any other relevant biomedical information.

12. SAP:

The Substance Abuse Professional (SAP) is a licensed (Medical

Doctor or Doctor Osteopathy) or a licensed or certified

psychologist, social worker, employee assistance professional,

or addiction counselor who is certified by the National Association of Alcoholism and Drug Abuse Counselors

Certification Commission (NAADAC), or by the International Certification Reciprocity Consortium/Alcohol and Other Drug

Abuse, with knowledge of and clinical experience in the

diagnosis and treatment of drug and alcohol-related disorders.

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Rev: 2/1/2012

Drug/Alcohol Testing

All drug testing will be conducted by an EGWRS designated, licensed, and NIDA certified laboratory Collection Site. Lab analysis, and review shall be done in accordance with state and federal drug-free workplace requirements. The testing will be conducted with appropriate chain of custody procedures in place to ensure accuracy and continuity in specimen collection, handling, transfer, and storage.

EGWRS tests for any or all of the following drugs: amphetamines, Cannabinoids, cocaine, ethyl alcohol, inhalants, opiates and phencyclidine. Alcohol blood and/or breath alcohol testing will be performed when deemed appropriate as allowed by law. EGWRS reserves the right to have blood and/or urine samples collected when outside medical treatment is provided for a work related injury, as allowed by law. Blood tests may be performed on preemployment donors when a diagnosed long-term medical condition exists that renders the donor unable to provide an adequate urine specimen.

EGWRS shall pay the costs of initial and confirmation drug testing which it requires of Employee/Applicants. Employees/Applicants shall pay the cost of any additional drug testing not required by EGWRS.

Security of the collection site, chain of custody procedures, privacy of the individual, collection control, integrity and identity of the specimen and transportation of the specimen to the laboratory, as well as all laboratory security, laboratory chain of custody, transporting and receiving of specimens, specimen processing, retesting, storage of specimens, instrument calibration and reporting of results, shall be in accordance with NIDA requirements. These procedures are intended to ensure that specimens are properly collected, identified, and tested.

Pre-Employment Testing

Applicants for employment receive an offer of a job contingent on successfully passing a drug test. Failure of the pre-employment drug test will result in immediate discharge.

Post-Accident Testing

An employee who has caused, contributed to, or been involved in an accident in the course and scope of employment that results in injury to the employee or another person and requires medical attention by a licensed physician, must be drug tested. Additionally, if an employee is involved in an accident that results in physical damage to EGWRS and/or clients property, product, equipment or machinery, they must be drug tested. The employee must report for testing to the designated collection site within the following time constraints. Alcohol testing must be conducted within two (2) hours and drug testing must be conducted within eight (8) hours of the incident. Failure to do so will be considered a refusal to test, resulting in immediate termination.

EGWRS

Reasonable Suspicion

When EGWRS management or supervisory personnel has reasonable suspicion, based on objective evidence, to believe that an employee is using or has used drugs or alcohol in violation of the EGWRS's Drug-Free Workplace Policy, the employee will be tested. Management and supervisor are trained to ensure that they can determine whether reasonable suspicion exists to require an employee to undergo testing. The training consists of at least 60 minutes on alcohol misuse, and at least an additional 60 minutes of training on controlled substance use. The training covers the physical, behavioral, speech, and performance indicators of probable alcohol misuse and use of controlled substances.

Confirmation of such reasonable suspicion evidence must be based on contemporaneous, articulable observations concerning the appearance, behavior, speech or body odors of the employee, and it may consist of, but is not limited to:

- 1. Observable phenomena while at work, such as direct observation of drug, alcohol, inhalant use, or of the physical symptoms or manifestations of being under the influence of a drug, alcohol, or inhalant, or indications of the chronic or withdrawal effects of controlled substances.
- 2. Abnormal conduct or erratic behavior while at work or a significant deterioration in safe work performance.
- 3. A report of drug/alcohol use provided by a reliable and credible source.
- 4. Evidence that an individual has tampered with a drug/alcohol test during their employment with EGWRS.
- 5. Evidence that an employee has used, posses, sold, solicited, or transferred drugs/alcohol/inhalants while working or while on EGWRS and/or clients premises or while operating EGWRS's and/or vehicles, machinery, or equipment.
- 6. Before the controlled substance testing results are released and with 24 hours of the observed behavior, the supervisor who recommended reasonable suspicion testing shall complete A Reasonable Cause or Suspicion Recording@ form indicating the circumstances which formed the factual and regulatory basis of their belief that reasonable suspicion existed to warrant the testing.

Random Testing

EGWRS has also established random drug testing requirements in accordance with relevant government regulations. As such, EGWRS's policy is that 10% of the employees will be randomly tested on an annual basis. A third-party company designated by EGWRS, generates a computerized, random list of employees who will be required to submit to a random drug screen. When an employee is chosen for a random drug screen, they will be notified by their manager and must *immediately* report to the collection site for testing. The selected employees' names are automatically returned to the Apool@ for future random testing. Failure to do so will be considered a refusal to test, resulting in immediate termination.

Routine Fitness for Duty Testing

Drug and alcohol testing, pursuant to the Workers' Compensation stature, is required in conjunction with a routinely scheduled employee fitness for duty medical examination (e.g., annual physical exam)

Return to Work and Follow-Up Testing

If an employee, in the course of employment, voluntary enters, or is required/allowed to enter, an alcohol or drug rehabilitation program, the employee must comply with all treatment and testing requirements set forth by the Substance Abuse Professional (SAP). In addition, EGWRS will require the employee to submit to drug and/or alcohol test as a follow up to such program. Follow-up testing will be conducted no less than once per year for a two year period after completion of the program. Advance notice of any follow-up testing date will not be provided to effected employee. Other terms and conditions of continued employment may also be imposed by EGWRS.

Consequences of Positive Test Results/Refusals/Disciplinary Action

Job Applicants:

- a. Candidate with a confirmed positive test result will be ineligible for employment at that time.
- b. The candidate may initiate another inquiry after 90 days, but must present themselves as drug free.

During Employment:

- a. An employee who test positive (as confirmed by the MRO) will be immediately terminated. The employee may initiate another inquiry after 90 days, but must present themselves as drug free.
- b. An employee who is injured in the course and scope of his/her employment and who tests positive may forfeit his/her eligibility for Workers' Compensation medical and indemnity benefits.

Refusal to Test

Any employee who refuses to submit to required drug and/or alcohol testing, or who tampers with or adulterates a drug and/or alcohol specimen, will be subject to immediate termination of employment. Further, the employee will automatically forfeit eligibility for medical and indemnity benefits under Florida's Workers Compensation Law (Florida Statutes 440 101 and 440 102), and will also forfeit unemployment benefits under Florida Law.

Release and Review of Test Results

EGWRS will engage a Medical Review Officer (MRO - a licensed physician, medical doctor, or doctor of osteopathy) who will be responsible for receiving and reviewing all confirmed test results from the testing laboratory and reporting them to the Human Resource Manager. The MRO will also be responsible for contacting all individuals who tested positive to inquire about possible prescription or over-the-counter medications or other factors which could have caused a positive test result and to provide technical assistance for the purpose of interpreting the result.

Reporting Results

The testing laboratory shall report all drug test results to the MRO within an average of five (5) working days, but no later than seven (7) days, after receipt of the specimen by the laboratory. Only specimens which are confirmed as positive on the confirmation test shall be reported positive to an MRO for a specific drug. Also, the testing laboratory must provide a quantitative (measured) analysis of the test results to the MRO upon request.

The MRO shall notify the employee of a confirmed positive test result within three (3) days of receipt of the test result form the laboratory and inquire whether prescription or over-the-counter medications could have caused the positive test result.

If the MRO is unable to contact the positive testing donor within three (3) days of receipt of the test results from the laboratory, and has made and documented all reasonable efforts to

EGWRS

contact the employee, the MRO shall contact Human Resource Manager and request that HR Manager direct the donor to contact the MRO as soon as possible.

Under the Workers' Compensation rule, if the MRO has not been contacted by the donor within two (2) days from the request to HR Manager, the MRO shall verify the test results as positive. If the donor refused to talk with the MRO regarding a positive test result, the MRO shall validate the results as positive and annotate such refusal in the remarks within the specified time frame.

Under both DOT and Workers' Compensation Rules, the MRO may reopen the verification of the results, if the donor presents to the MRO information documenting the circumstances that prevented the donor from contacting the MRO within the specified time frame.

The MRO shall notify HR Manager in writing of the verified test result, either negative, positive or inconclusive. If the MRO determines that there is a legitimate medical explanation for the positive test result, the MRO shall report a negative test result to HR Manager. However, should the MRO feel that the legal use of the drug would endanger the donor or others, or if the donor is in a safety sensitive or high risk position, then the MRO shall report the test negative due to a validated prescription, but shall request that the individual be placed in a position which would not threaten the safety of the donor or others.

The results of all blood alcohol tests will be reported to the MRO by the collection site. The MRO will ensure the validity of the test and report the results directly to EGWRS.

Challenges to Test Results

Intra-Organization Challenge:

- 1. The donor has five (5) working days, after receiving notice of a confirmed positive test result to submit information to the MRO explaining or contesting the test result(s). Also, within five (5) working days after receiving notice of a confirmed, positive drug test result, the donor may request an additional test of the same specimen at his/her own expense.
- 2. If the donor's explanation or challenge of a positive result is deemed unsatisfactory by EGWRS, EGWRS shall provide the donor with a written explanation as to why his/her explanation is deemed unsatisfactory, along with the report of the positive result(s).

Administrative or Legal Challenge

The employee may undertake an administrative challenge to a test result, by filing a claim for benefits with a Judge of Compensation Claims. If no workplace injury has occurred, the donor must challenge the test result in a Court of Competent Jurisdiction. When a donor undertakes a challenge to the results of a test, it shall be their responsibility to notify the testing laboratory of the challenge, and the testing sample shall be retained by the laboratory until settled.

EGWRS Rev: 2/1/2012

Section: Workplace Conduct

Independent Testing

In the event of a positive test result, the donor, during the one hundred eighty (180) day period after written notification of a positive test result, may request, (independent of the same specimen and at their own expense), a portion of the tested specimen for verification of the test result.

The laboratory utilized for the independent testing must be a licensed or NIDA approved laboratory, and certified by the U.S. Department of Health and Human Services. The result(s) of the independent testing may be used in any administrative or legal challenge.

Record Retention and Confidentiality

All records required by this Policy will be maintained in a secure location with controlled access. These records shall be maintained in accordance with applicable laws, as well as EGWRS Policy.

All information, interviews, reports, statements, memoranda, and drug/alcohol test results received by EGWRS in conjunction with its Drug Testing Program are considered confidential communications and such information will not be disclosed or related except as authorized pursuant to state or federal law or regulations or written consent by the donor.

Reporting Medication Which May Alter or affect a Test Result

Each employee/applicant shall be provided a form which will unable them to report, both before and after being tested, the use of prescription or nonprescription medication which may alter or affect the outcome of a drug test as well as any other information relevant to the drug test result. The form shall contain a list of the most common medication, by brand name or common name, as well as by chemical name, which may alter or affect a drug test result. The information provided by the employee/applicant shall be kept confidential and shall only be reviewed by a Medical Review Officer (MRO) interpreting any confirmed positive results.

Employees/applicants have the right to consult with the MRO for technical information regarding prescription and nonprescription medication to determine whether the medication affected a drug test.

Rehabilitation

EGWRS supports sound treatment efforts and encourages those who abuse drugs and/or alcohol to voluntarily seek help. No employee will be retaliated against for voluntarily seeking assistance for problems relating to drug/alcohol use and /or abuse. It is EGWRS's policy that individuals be allowed to address and resolve any drug and alcohol related problems on a confidential basis.

Employees are advised to seek trained, professional assistance immediately, should they realize a dependency on drugs, alcohol or any controlled substance. You may check with the Benefit Specialist to see if the medical plan covers any substance abuse services.

Employees can consult the yellow page's directory listing A Drug Abuse and Addiction Information and Treatment @ for the names and locations of additional treatment facilities within the area. In addition, you may consult the white page's directory listing for United Way. This agency offers many confidential services at no charge. You may also contact the Human Resource Coordinator for a list of Substance Abuse Professional (SAP) in the state of Florida. The cost that may be affiliated with any of these types of services is the employee's complete responsibility.

Employees who have participated in an Employee Assistance Program or any substance abuse rehabilitation program are required to adhere to the treatment plan. This plan may include, but not limited to, performing a different job or type of work, and random drug/alcohol testing.

Please Note: It you have not previously sought assistance and subsequently test positive for alcohol and/or substance abuse during an involvement in an accident, a related work injury, or a random testing you will be immediately terminated.

Authority to Establish A Drug-Free Workplace Program

This Drug-Free Workplace Policy is implemented pursuant to applicable State Workers' Compensation Law/Statutes and/or other laws/statutes that have governing authority within your work jurisdiction.

Federal and State Law and Regulations

Nothing in this statement of Policy shall be presumed to override, amend or change any requirements of state or federal law. In the event any of the provisions of this Policy conflict with applicable laws and regulations such laws and regulations will be deemed to control.

Amendment and Severability

This policy may be amended in any respect at any time by EGWRS. If any provision of this Policy or the application there of, to any party or circumstance, is held invalid or unenforceable, the remainder of the terms of this Policy and the application of any invalid or unenforceable provisions to other parties or circumstances will not be affected, thereby, and to this end, the provisions of the Policy are severable.

Grievance

No grievance relating to test results or discipline issued under this Policy shall be permitted except as described herein or in the instance where the procedures set forth in this Policy have not been followed.

Drug-Free Workplace Policy - Center Information

Drug Testing Laboratory Universal Toxicology Laboratory

5361 N.W. 33rd Avenue Fort Lauderdale, FL 33309

(800) 522-0230

Medical Review Officer (MRO) U.S. HealthWorks

407 S.E. 24th Street

Fort Lauderdale, FL 33316

(954) 467-2140

Collection Sites: U.S. HealthWorks

407 S.E. 24th Street

Fort Lauderdale, FL 33316

(954) 467-2140

Other Collection Sites:

Bonscours OccuMed – Chesapeake Square 4300 Portsmouth Blvd., Suite 220 Chesapeake, VA 23321 757-465-4000 M.D.& A.T. Services, Inc. 707 Mullet Rd., Suite 112 Cape Canaveral, F1 32920 321-783-0922 office Occupational Medical Center, Inc. 3270 N.W. 36 th Street Miami, FL 33142 305-635-1445 (phone) Absolute Testing 2339 South US 1 Ft Pierce, FL 772-489-8930 Baptist Occupational Health 1325 San Marco, Suite 301 Jacksonville, FL 32207 (904) 202-2395 Occupational Health Service 3012 US Highway 301 N. Tampa, Florida 33619 813-615-7676	Other Concetion Sites.	
Chesapeake, VA 23321 757-465-4000 M.D.& A.T. Services, Inc. 707 Mullet Rd., Suite 112 Cape Canaveral, F1 32920 321-783-0922 office Occupational Medical Center, Inc. 3270 N.W. 36 th Street Miami, FL 33142 Ft Pierce, FL 772-489-8930 Baptist Occupational Health 1325 San Marco, Suite 301 Jacksonville, FL 32207 (904) 202-2395 Occupational Health Service 3012 US Highway 301 N. Tampa, Florida 33619	Bonscours OccuMed - Chesapeake Square	Absolute Testing
757-465-4000 M.D.& A.T. Services, Inc. 707 Mullet Rd., Suite 112 Cape Canaveral, Fl 32920 321-783-0922 office Descriptional Medical Center, Inc. 3270 N.W. 36 th Street Miami, FL 33142 Miama, FL 33142 Miama, Fl 3142 Raptist Occupational Health 1325 San Marco, Suite 301 Jacksonville, FL 32207 (904) 202-2395 Occupational Health Service 3012 US Highway 301 N. Tampa, Florida 33619	4300 Portsmouth Blvd., Suite 220	2339 South US 1
M.D.& A.T. Services, Inc. 707 Mullet Rd., Suite 112 Cape Canaveral, Fl 32920 321-783-0922 office Description of the street of	Chesapeake, VA 23321	Ft Pierce, FL
707 Mullet Rd., Suite 112 Cape Canaveral, Fl 32920 321-783-0922 office Occupational Medical Center, Inc. 3270 N.W. 36 th Street Miami, FL 33142 1325 San Marco, Suite 301 Jacksonville, FL 32207 (904) 202-2395 Occupational Health Service 3012 US Highway 301 N. Tampa, Florida 33619	757-465-4000	772-489-8930
3270 N.W. 36 th Street 3012 US Highway 301 Miami, FL 33142 N. Tampa, Florida 33619	707 Mullet Rd., Suite 112 Cape Canaveral, F1 32920	1325 San Marco, Suite 301 Jacksonville, FL 32207
1	3270 N.W. 36 th Street Miami, FL 33142	3012 US Highway 301 N. Tampa, Florida 33619

Section: Workplace Conduct Violence-Free Workplace



August 2nd 2013

Broward County Florida Dept of Port Everglades 1850 Eller Drive Fort Lauderdale, FL. 33316

Re: Renewal of Oily Water Removal Franchise

Re: N.O.V. Violation 13-0030

To Whom It May Concern:

In response to your letter to Serene Chang: Water & Wastewater OES (Pompano)

The product was discharged at Water & Wastewater, and was sampled and determined by Water & Wastewater to have higher parameter's of TRPH & Zinc then allowable.

Everglades Waste Removal Services, LLC, has implemented new procedure's from date of violation in effect from that point forward.

Between any job that trailer has been used on the tank man ways are removed and a technician get inside the tank and steam clean's tank with bleach, no exception to this rule.

Please contact me if you need any further clarification on our procedures.

Thank you,

Kathy Dalton
Operations Manger

EGWRS





April 17, 2013

Broward County Public Works Dept. Water and Wastewater Operations Division Utility Enforcement Section 2401 North Powerline Road Pompano Beach, FL. 33069

Re: Notice of Violation N,O.V. No. 13-0030 Notice of Violation N.O.V. No. 13-0031

Attn: Serene Chang, Enforcement Manager

In answer to the above violations, upon research our findings are that trailer no ETT-01 Sticker No. 3737, was used prior to 3/19/2013 and was not rinsed out therefore a a residue had been left in the trailer belly. This has been addressed and will not happen again.

I apologize for our over site contact me at 954-527-9939 if you have any further questions regarding the above incident.

Sincerely,

Kathy Dalton

Operations Manager

EGWRS



Broward County Public Works Department WATER AND WASTEWATER SERVICES

Customer Service (954) 831-3250 www.broward.org/waterservices

CUSTOMER NUMBER	STATEMENT NUMBER	SERVICE PERIOD		STATEME DATE	NT (CURRENT CHARGES DUE DATE	AMOUNT DUE
3085939	5548501	01/31/13 - 03/31/13		04/19/20	13	05/09/2013	\$1,610.57
	SERVICE ADDI	RESS	METER NO.	USAGE LAST YEAR	LAST READ	CURRENT READ	USAGE
SEPTIC COPA	ANS RD Pompano	Beach, FL 33335-2490	SEPTIC38	6	1093	1114	21

LANCE LAST BILL				\$984.14 (\$984.14)
JRRENT CHARGES			=	\$0.00
JST. ACCT FEE PTAGE D WW ENFORCE ACT PEI	NALTY		=	\$4.14 \$980.00 \$626.43
	` (PAY THIS AI	MOUNT	\$1,610.57
TS SUBJECT TO IMMEDIATE	TERMINATIO	N WITHOUT FUR	THER NOTIC	SE .
	YMENTS/CREDITS ST DUE / (CREDIT) JRRENT CHARGES JST. ACCT FEE PTAGE D WW ENFORCE ACT PEI	YMENTS/CREDITS ST DUE / (CREDIT) JRRENT CHARGES JST. ACCT FEE PTAGE D WW ENFORCE ACT PENALTY	AYMENTS/CREDITS ST DUE / (CREDIT) JRRENT CHARGES JST. ACCT FEE PTAGE D WW ENFORCE ACT PENALTY PAY THIS AI	YMENTS/CREDITS ===================================

This Bill is Due When Rendered

PLEASE RETURN THIS REMITTANCE STUB WITH YOUR PAYMENT

Customer Number: 3085939

Please do not staple stub & payment together

Amount Due: \$1,610.57

AMOUNT PAID: ____

Make checks payable to:

wws

P.O.Box 669300

Pompano Beach FL 33066-9300

3942 1 AT 0.384 EVERGLADES WASTE REMOVAL SVC PO BOX 22490 FT LAUDERDALE, FL 33335-2490

դրորդիրադրդութերի արկագիրերի անկան

000 3085939

0422

T13 P2

00157111 0018 0000161057



Public Works Department - Water and Wastewater Services WATER AND WASTEWATER OPERATIONS DIVISION - Utility Enforcement Section 2401 North Powerline Road • Pompano Beach, Florida 33069 • 954-831-3060 • FAX 954-831-3247

N.O.V. No. 13-0031

NOTICE OF VIOLATION

The undersigned certifies that he has just grounds to believe and does believe that on 3/19/2013 at 10:00 A.M.

Issued To:

Cliff Berry, Sr.

700 SE 32 Ct

Ft. Lauderdale, FL 33316

Registered Agent For:

Everglades Waste Removal Services L.L.C.

Everglades Waste Removal Services L.L.C.

At:

700 SE 32 Ct.

CITY: Ft. Lauderdale COUNTY: Broward STATE: Florida ZIP: 33316

S.U.O. SECTION VIOLATED: sBroward County Sewer Use Ordinance Chapter 34-139(d) "No person shall discharge wastewater . . . which exceed the local pollutant limits established by the county. "

Parameter Limit Result Units Zinc 1.48 5.66 mg/L

Within ten (10) days of receipt of the Notice of Violation (NOV), a written explanation of your company's intent to correct the deficiencies noted in this NOV shall be submitted to the Interim Enforcement Manager, Utility Enforcement Section, at the above address.

Other charges or escalated enforcement action, in accordance with B.C. Code Chapter 34, Article VI, may be assessed for a non-acceptable written explanation or non-response.

An invoice for the assessed penalty of \$282.43 will follow receipt of your response.

If you have any questions regarding this matter, please contact Screne Chang at (954) 831-3049.

Serene Chang, Enforcement Mana

Utility Enforcement Section

cc: Kathy Dalton 700 SE 32 Ct.

Ft. Lauderdale, FL 33316

Date of mailing by Certified Mail, 7012 1640 0000 5071 2178, 04/12/13.



WATER & WASTEWATER SERVICES ANALYTICAL LABORATORY

Analytical Report

Environmental Certification #E56441

ID:

- 20130320-0024

Group:

C&M

Point ID:

Everglades Waste Removal

Matrix:

Non-Potable Water

Service Sample Location: 3737

1999 HMDE

Received Date / Time:

3/20/2013 8:35:00 AM

Type/Program:

INVESTIGATION

Report Number:

20130320-0024

Parameter	Collection Date / Time	Sample Type	Data	Units	MDL	PQL	DQC	Method	Date / Time	Analyst
TRPH	3/19/13 / 13:00	Grab	222	mg/l	16.4	65.6		EPA 1664A	3/28/13	WK
Cadmium	3/19/13 / 13:00	Grab	0.0019	mg/i	0.0007	0.0028	1	EPA 200.7	3/27/13	MF
Chromium	3/19/13 / 13:00	Grab	0.0567	mg/l	0.009	0.036		EPA 200.7	3/27/13	MF
Copper	3/19/13 / 13:00	Grab	1.643	mg/l	0.004	0.016		EPA 200.7	3/27/13	MF
Lead	3/19/13 / 13:00	Grab	0.1146	mg/l	0.012	0.048		EPA 200.7	3/27/13	MF
Nickel	3/19/13 / 13:00	Grab	0.1257	mg/l	0.003	0.012		EPA 200.7	3/27/13	MF
Zinc	3/19/13 / 13:00	Grab	5.660	mg/l	0.075	0.3		EPA 200.7	3/27/13	MF

Page 1 of 2

Broward County Board of County Commissioners

Sue Gunzburger - Dale V.C. Holness - Kristin Jacobs - Martin David Kiar - Chip LaMarca - Stacy Ritter - Tim Ryan - Barbara Sharief - Lois Wexter

www.broward.org/water



Public Works Department -- Water and Wastewater Services WATER AND WASTEWATER OPERATIONS DIVISION - Utility Enforcement Section 2401 North Powerline Road • Pompano Beach, Florida 33069 • 954-831-3060 • FAX 954-831-3247

N.O.V. No. 13-0030

NOTICE OF VIOLATION

The undersigned certifies that he has just grounds to believe and does believe that on 3/19/2013 at 10:00 A.M.

Issued To:

Cliff Berry, Sr.

700 SE 32 Ct

Ft. Lauderdale, FL 33316

Registered Agent For:

Everglades Waste Removal Services L.L.C.

Everglades Waste Removal Services L.L.C.

At:

700 SE 32 Ct.

CITY: Ft. Lauderdale COUNTY: Broward STATE: Florida ZIP: 33316

S.U.O. SECTION VIOLATED: sBroward County Sewer Use Ordinance Chapter 34-139(d) "No person shall discharge wastewater . . . which exceed the local pollutant limits established by the county. "

Parameter	Limit	Result	Units
TRPH	50	222	mg/L

Within ten (10) days of receipt of the Notice of Violation (NOV), a written explanation of your company's intent to correct the deficiencies noted in this NOV shall be submitted to the Interim Enforcement Manager, Utility Enforcement Section, at the above address.

Other charges or escalated enforcement action, in accordance with B.C. Code Chapter 34, Article VI, may be assessed for a non-acceptable written explanation or non-response.

An invoice for the assessed penalty of \$344.00 will follow receipt of your response.

If you have any questions regarding this matter, please contact Serene Chang at (954) 831-3049.

Serene Chang, Enforcement Manag

Utility Enforcement Section

cc: Kathy Dalton 700 SE 32 Ct.

Ft. Lauderdale, FL 33316

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Analytical Report

Environmental Certification #E56441

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Everglades Waste Removal

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Chromium	3/19/13 / 13:00	Grab	0.0567	mg/l	0.009	0.036		EPA 200.7	3/27/13	MF	
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Broward County Board of County Commissioners
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www.broward.org/water



STATEMENT OF ENVIRONMENTAL COMMITMENT

Everglades Waste Removal Services, LLC. was Incorporated in March 2006 by Clifford L. Berry Sr. to provide waste removal and disposal services to South Florida. This is a critically important service he is providing to help keep the environment clean. In reviewing Mr. Berry's Resume, it is obvious from his fifty plus (50+) years operating in Port Everglades, that he has been committed to a clean environment. He has brought the same level of commitment to environmental protection, environmental maintenance and environmental enhancement with EGWRS that he has demonstrated with past successful companies in Port Everglades.

Everglades Waste Removal Services, LLC. is committed to energy conservation. Our new office building has been built with energy efficiency in mind, with the most updated building codes and energy saving appliances and utilities available.

STATEMENT OF INTENDED ACTIVITY AT PORT EVERGLADES

Everglades Waste Removal Services, LLC. Has been removing and disposing sanitary waste streams from a variety of vessels and clients at Port Everglades since the company was granted a Vessel Sanitary Waste Removal Services Franchise in June of 2006. In February 2007 the company started servicing vessels owned by the United States Coast Guard. EGWRS has had the honor of working several Fleet Weeks for the United States Navy, disposing of hundreds of thousands of gallons of sanitary waste. Most of the cruise lines that come to Port Everglades, such as the Oasis, Holland America, Princess as well as barges and tugs have been serviced by EGWRS. Mr. Clifford L. Berry, Sr's ability to promote and develop growth in the business activities, projects or facilities of Port Everglades is without question. The volume of business that Everglades Waste does at Port Everglades has grown immensely over the last five years, we anticipate even more growth in the future.

Everglades Waste Removal Services, LLC. Also provides Oily Waste Removal Services at Port Everglades. We have also removed and disposed of Oily Waste from most of the clients listed above as well and also anticipate additional growth in the future.

Specifically concerning the need for a Discharge Prevention Response Certificate (DPRC), EGWRS will be pumping and transferring only oily water/bilge water. Therefore it is our understanding that we do not need a DPRC. In the event of a spill or discharge, the Everglades Waste Removal Services, LLC. Response Manual (approved by the USCG) would go into effect and our approved oil spill cleanup contractor, Cliff Berry, Inc. (CBI) an DFDEP and USCG approved OSRO, would be called for the cleanup.



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Everglades Waste Removal Services, LLC

Mobile Transfer Facility
Operations Manual

This Operations Manual meets the requirements of 33 CFR 154.

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Everglades WasteRemoval Services, LLC

Mobile Transfer Facility Operations Manual



This Operations Manual meets the requirements of 33 CFR 154.



Environmental Protection and Growth Management Department POLLUTION PREVENTION, REMEDIATION AND AIR QUALITY DIVISION One North University Drive, Suite 102, Plantation, FL 33324 954-519-1260 · FAX 954-519-1494

WASTE TRANSPORTER LICENSE

APPLICANT:

License Number: WT-12-0013

Everglades Waste Removal Services, LLC Attention: Clifford L. Berry, President PO Box 22490 Fort Lauderdale, FL 33335

This license is issued under the provisions of Chapter 27 of the Broward County Code of Ordinances hereinafter called the Code. The above-named applicant, hereinafter called Licensee, is hereby authorized to perform the work or operate the facility shown on the approved drawings, plans, documents, and specifications submitted by Licensee and made a part hereof and described specifically below. The issuance of this license is a final agency determination. A person with a substantial interest may file a petition to request review of or to intervene in a review of a final administrative determination, subject to the provisions of Section 27-14, Broward County Code of Ordinances. If no objection to this license is received within 14 days, you will be deemed to have accepted it and all the attached terms and conditions.

ALL GENERAL CONDITIONS and SPECIFIC CONDITIONS, as attached, are considered to constitute the requirements of this license. The Licensee is required to fully comply with all these conditions. Any failure to comply with the conditions or requirements as set forth may result in revocation or suspension of this license and may subject the Licensee to enforcement action in accordance with the provisions of Article 1, Division 4 of the Code.

Nature of Business:

Sludge Hauling
Grease Trap, Sewage from Vessels, Storm Sewer Debris
Discarded Hazardous Material Hauling
Used Oil

Nonhazardous Industrial Waste (Solid) Nonhazardous Industrial Waste (Liquid) Contaminated Soils

Prepared By:

Didier Dupuy

Application Received:

02/10/2012

Date of Issue:

02/10/2012

Renewal App. Due:

03/01/2014

Expiration Date:

04/30/2014



Commander United States Coast Guard Sector Miami 100 MacArthur Causeway Miami Beach, FL 33139-5101 Phone: (786) 777-0775 Fax: (786) 777-0791

16471 / 12-1244 March 26, 2012

MISLE#: 4268911 FIN#: MIAMOB100

FACILITY RESPONSE PLAN APPROVAL LETTER# 12-1244

Everglades Waste Removal Services, LLC. Attn: Kathy Dalton 700 SE 32nd Court Fort Lauderdale, FL 33316

Dear Ms. Dalton,

My staff has determined that Everglades Waste Removal Services, LLC's Facility Response Plan meets Title 33 Code of Federal Regulations Part 154 (33 CFR 154) and it is hereby approved. This approval is valid until March 25, 2017.

You are required to resubmit an updated plan every five years in accordance with 33 CFR 154.1030 and 33 CFR 154.1060. If you make any changes outlined in 33 CFR 154.1065(b), such as changing the types of oil handled or your OSRO, you must submit revisions to this office within 30 days. Finally, you must notify this office if you make revisions to personnel and telephone number lists included in the response plan.

Please refer to the facility identification number MIAMOB100 in any future correspondence. If you have any questions, please contact the Sector Miami Prevention Department, Facilities and Containers Branch at (786) 777-0775.

Sincerely,

D. G. MCCLELLAN Commander, U. S. Coast Guard

Captain of the Port, Miami

By direction

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Everglades Waste Removal Services, LLC

Last Revised: April 20, 2007

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The State of Florida Department of Environmental Protection has advised that a U.S. Coast Guard approved Facility Response Manual (Section V of the franchise application) exceeds the requirements of the Terminal Facility Discharge Prevention and Response Certificate issued by Florida DEP and is therefore accepted by that agency in lieu of the Terminal Facility Discharge Prevention and Response Certificate.



Florida Department of Environmental Protection

Bob Martinez Center 2600 Blair Stone Road Tallahassee, Florida 32399-2400 Rick Scott Governor

Jennifer Carroll
Lt. Governor

Herschel T. Vinyard Jr. Secretary

January 23, 2013

Kathy Dalton Everglades Waste Removal Services LLC PO Box 22409

Fort Lauderdale, FL 33335

BE IT KNOWN THAT

Everglades Waste Removal Services LLC 700 SE 32nd Ct Ste 201

Ft Lauderdale, FL 33316 4133

IS HEREBY REGISTERED AS A USED OIL

Transporter for Hire, Filter Transporter

pursuant to Chapter 62-710, Florida Administrative Code (F.A.C)
The Department of Environmental Protection hereby issues
Registration Number FLR000132506 on January 23, 2013
Insurance Carrier: NEW HAMPSHIRE INSURANCE
Insurance Policy #: CA1932175
Insurance Ex. Date: 12/31/2013
Transporter Type: For-Hire Transporter

This registration will expire on 06/30/2014

This certificate documents receipt of your annual registration and annual report. It shall be displayed in a prominent place at your facility. This certificate and your on-line payment receipt are your receipts.



Department of Environmental Protection

Twin Towers Office Building 2600 Blair Stone Road Tallahassee, Florida 32399-2400

Colleen M. Castille Secretary

10/10/2006

William Parkes, Manager Reg Affairs Everglades Waste Removal Services LLC 700 SE 32nd Ct Ste B Fort Lauderdale, FL 33316-4133

The Hazardous Waste Regulation Section has reviewed your application for a hazardous waste DEP/EPA Identification Number. Based on the information received you have been issued the following identification number for the facility located at **700 SE 32nd Ct Ste A, Ft Lauderdale.**

FLR000132506

Your facility status is the following:

Non-handler, Used Oil handler.

THIS LETTER IS NOT AN APPROVAL TO TRANSPORT HAZARDOUS WASTE OR TO OPERATE A HAZARDOUS WASTE TREATMENT, STORAGE, OR DISPOSAL (TSD) FACILITY. PLEASE CONTACT THE DEPARTMENT FOR COMPLETE REQUIREMENTS FOR HAZARDOUS WASTE TRANSPORTERS AND TSDs.

Please notify us in writing if there is any change in your operations which would affect your status. For further assistance, please call (850)245-8760 or (850)245-8772.

Sincerely,

Michael X. Redig

Environmental Manager

Hazardous Waste Regulation Section

richalk Bedig

ME ID: 75033

Email Address: WEP1971@aol.com



FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

MARJORY STONEMAN DOUGLAS BUILDING 3900 COMMONWEALTH BOULEVARD TALLAHASSEE, FLORIDA 32399-3000 RICK SCOTT GOVERNOR HERSCHEL T. VINYARD JR. SECRETARY

June 6, 2013

Cliff Berry & Associates, Inc. Cliff Berry, Sr. 700 SE 32nd court Ft. Lauderdale, FL 33316

RE: Renewal of Certificate for Discharge Cleanup Organization

Dear Mr. Berry:

You are currently listed as an Approved Discharge Cleanup Organization (DCO) for the State of Florida. We are extending the expiration date of your DCO Certificate to *June 30, 2014*. Please notify this office of any significant changes in your capabilities as a DCO, as well as, changes in addresses, phone numbers, or contacts.

Retain a copy of this letter with your most current DCO certificate as evidence of your certification status. If you have any questions, or wish to provide updates, please contact Ms. Amanda Hartsfield at (850) 245-2870 or via email at Amanda.Hartsfield@dep.state.fl.us. You may also contact your District Emergency Response Manager to address any questions or issues regarding this program.

Sincerely,

Gwen Keenan, Director

Office of Emergency Response

cc: District OER Managers

Monday, August 24, 2009

EMERGENCY RESPONSE AGREEMENT

24 HOUR EMERGENCY NUMBER 1.800.899.7745

By and Between



P.O. BOX 13079
PORT EVERGLADES STATION
FT. LAUDERDALE, FL 33316
954.763.3390 OFFICE
954.764.0415 FAX

And

EVERGLADES WASTE REMOVAL SERVICES, LLC 700 SE 32ND COURT FT. LAUDERDALE, FL 33316 KATHY DALTON

PROPOSAL NUMBER #: CBEG2009

CLIFF BERRY, INCORPORATED EMERGENCY RESPONSE SERVICES

This agreement for Emergency Response Services (the "Agreement") is made this 1st day of August 2009 between Cliff Berry, Incorporated with its principal offices located at 851 Eller Drive, Ft. Lauderdale, FL 33316 and Everglades Waste Removal Services, LLC (hereafter referred as the "Client") with its principal offices located at 700 SE 32nd Court in Ft. Lauderdale, FL 33316.

RECITALS

WHEREAS Cliff Berry, Incorporated has been awarded a contract to perform Emergency Response Services on an as-called basis for certain companies (hereinafter referred to as the "Client"); and whereas Cliff Berry, Incorporated shall be hereinafter referred to as CBI.

WHEREAS CBI represents that it is capable of providing additional Emergency Response resources to "Client" which services include, but may not be limited to, Emergency Response Services reasonably required to mitigate oil, chemical and other hazardous or non-hazardous substances released into the environment on an as-called basis, twenty-four (24) hours per day, seven (7) days per week; and

WHEREAS CBI wishes to establish in advance the terms and procedures whereby the "Client" may, from time to time, contract Emergency Response Services under the Prime Agreement.

NOW THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, do hereby agree as follows:

SCOPE OF WORK

The scope of work to be performed by CBI shall be determined by the Parties at the time the "Client" requests the services and as authorized by the "Clients" authorized representative. A request from the "Client" for CBI to perform services under this agreement constitutes an "ORDER" placed for these services. The "Client" acknowledges and agrees that CBI may, at its sole discretion, expand, modify, and/or discontinue the services with appropriate notice to the "Client". If such changes result in an increase or decrease in costs, these costs adjustments shall be documented in a written change order, signed by the parties.

Should the "Client" discontinue the request for services once the "ORDER" has been placed and authorization to proceed has been given, the "Client" concedes that CBI has deployed equipment, personnel and managerial staff in support of the service order. Accordingly, the "Client" agrees to mobilization charges equivalent to a 4 hour minimum that will be applied to the service order. In the event that CBI can not respond due to uncontrollable circumstances, CBI shall notify the "Client" in a judicious manner.

The services to be provided by CBI include, but are not limited to:

- Site evaluation, decontamination and restoration
- Containment, recovery, repackaging and removal of Hazardous & Non-Hazardous substances
- Transportation, storage, treatment or disposal of recovered wastes
- · Technical services, including sampling, laboratory analysis, and other related services
- Training and mock spill drill deployments

EMERGENCY NOTIFICATION

The "Client" may request services of CBI by telephone - 24 hours / day - 7 days a week by calling its emergency number 800.899.7745. When the "Client" requests CBI to take action in an Emergency Response, such a request shall constitute an "ORDER" which may be accepted or rejected by CBI.

When the "ORDER" has been placed, CBI shall provide the "Client" with a written "JOB AUTHORIZATION, ACCEPTANCE OF TERMS AND CONDITIONS FORM" either in person or via fax to be signed by an authorized agent of the "Client" empowering CBI to perform the scope of work. (See attached exhibit A)

When placing an "ORDER", the "Client" shall identify the location and preliminary scope of services requested. Initial information may include, to the extent practicable:

- ✓ The surface impacted (soil, concrete, pavement, storm drains, etc...),
- ✓ The substance released
- ✓ The products chemical name and trade name
- ✓ Amount of release
- ✓ Name of either Party's on-scene representative.

*Client is responsible for advising all Federal, state, local, and any other governing authorities of the spill event occurrence. (See Emergency Response Spill – Reporting & Notification Requirements)

CHANGE ORDER

CBI may, at any time, by verbal order followed by a written change order; make specific changes in the scope of work under any "ORDER" accepted by CBI. Should such changes involve additional services on the part of CBI, then CBI shall submit an estimate of the amounts of additional personnel and equipment it expects to be utilized for such changes. CBI will not proceed with the changes until it has received written authorization from the "Client" unless the "ORDER" is issued under emergency conditions, were by a verbal "ORDER" followed by a written fax to CBI's corporate office shall control.

In an emergency where the safety of persons or property is threatened, CBI shall act, at its sole discretion, to prevent threatened damage, injury or loss to persons or property. Any such actions must be prudent, cost effective and justifiable. Such actions will be compensated in accordance with this agreement.

SITE ACCESS

The "Client" shall be responsible for securing all necessary approvals, judicial and/or administrative orders necessary to ensure CBI legal access to the site.

RETAINER

CBI shall charge a yearly retainer fee of \$ 00.00 which shall be prepaid before any services, equipment, or materials are made available to the "Client". The retainer is required to offset the cost of storage, maintenance, training and administrative fees. If CBI is called upon to respond to a spill, the annual fee shall be credited to the cleanup charge.

LICENSING

CBI warrants that it is properly licensed and has the requisite skills and related expertise to provide the services described or reasonably implied in this agreement.

SUPPLEMENTARY TERMS AND CONDITIONS

MANIFEST AND PRODUCT PROFILING:

CBI will provide the "Client" a manifest for all waste removed from the spill site. CBI reserves the right to determine the exact amount of waste transported and disposed thereof. Costs are determined based on the generator's waste material profile sheet and certification of the representative sample submitted. Should the waste be different from the sample submitted, the "Client" will be responsible for any additional disposal surcharges assessed by the disposal facility or incurred during subsequent transportation.

PERSONNEL:

All personnel sent on-site from CBI are technical personnel with the capacity of performing the entire operation on a given job. If, for any reason, due to the "Clients" collective bargaining agreements, or if the "Client" deems it is necessary to utilize other personnel in the performance of the work, such personnel shall be furnished by and at the sole expense of the "Client". Such additional personnel shall work under the direction and supervision of the "Client" and shall not be employees of CBI.

INSURANCE:

CBI shall observe and comply with all applicable laws in the state where such work is performed relating to Worker's Compensation and Longshoreman's and Harbor Worker's Insurance coverage for its employees and shall carry public liability insurance.

TAXES:

Unless otherwise indicated, all applicable federal, state, local taxes and tariffs are to be added to the quoted price(s).

RENTAL:

The "Client" assumes and agrees to be liable for all risks of physical loss or damage (other than ordinary wear and tear due to use) to the equipment after delivery to the "Client's" work site until returned to CBI's possession at point of origin. If such equipment is lost or damaged so as to be unrepairable, the "Client" shall pay CBI its replacement cost.

TERMS OF PAYMENT:

Unless otherwise stated, terms are NET UPON RECEIPT OF INVOICE. The parties further acknowledge making payment for all services provided by CBI as outlined under the terms set forth in this agreement. Failure to make timely payment will result in a 1.5% monthly interest penalty which is to be added to the outstanding balance, as well as any cost incurred during the process of securing payment, including but not limited to attorney's fees and the cost of collection.

PROPOSAL ACCEPTANCE

By my signature below I acknowledge that I have read the proposal and agree to its terms, including all those set forth above. In addition, I concede receiving a copy of the CBI Price List and that I have read all provisions set forth and agree to all terms and conditions thereof.

10

COMPANY NAME:	revalables 11 bits Kepart Jow. LCC
CLIENT SIGNATURE:	John Josh
CLIENT PRINTED:	Kathy Dalton
TITLE:	Operations by
DATE:	8/1/30087
Witnessed:	Cliff Berry, Incorporated
Authorized Signature:	Mul
Signature Printed:	KIRK ROBERTS
Title:	CALES MANAGER.
Date:	8/1/2009.

0,1111