

**PORT EVERGLADES FRANCHISE APPLICATION**

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

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

FRANCHISE TYPE  
CHECK ONE

- STEAMSHIP AGENT       STEVEDORE
- CARGO HANDLER       TUGBOAT & TOWING       VESSEL BUNKERING
- VESSEL OILY WASTE REMOVAL       VESSEL SANITARY WASTE WATER REMOVAL
- MARINE TERMINAL SECURITY  
FIREARMS CARRYING SECURITY PERSONNEL       MARINE TERMINAL SECURITY  
NON-FIREARMS CARRYING SECURITY PERSONNEL

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

Applicant's

Name Everglades Waste Removal Services, LLC.

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

Applicant's Business Address 701 SE 32nd Ct, Suite 201, Fort Lauderdale, FL 33316  
Number / Street City/State/Zip

Phone # (954) 527-9939 E-mail address KBerry @ egwrs.com

Fax #: (954) 764-4569

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

Name Clifford L. Berry, Sr.

Title President

Business Address 701 SE 32nd Ct, Suite 201, Fort Lauderdale, FL 33316  
Number / Street City/State/Zip

Phone # (954) 527-9939 E-mail address @

Fax #: (954) 764-4569

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

Representative's Name Clifford L. Berry, Sr.

Representative's Title President

Representative's Business Address 701 SE 32nd Ct, Suite 201, Fort Lauderdale, FL 33316  
Number / Street City/State/Zip

Representative's Phone # (954) 527-9939

Representative's E-mail address KBerry @ egwrs.com

Representative's Fax #: (954) 764-4569

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

**Section A**

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

Officers:

Title President  
First Name Clifford Middle Name L.  
Last Name Berry, Sr.  
Business Street Address 701 SE 32nd Ct, Suite 201  
City, State, Zip Code Fort Lauderdale, FL 33316  
Phone Number ( ) 954-527-9939 Fax Number (954) 764-4569  
Email Address KBerry @ egwrs.com.

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

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

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

Attach additional sheets if necessary.

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

**Section B**

1. Place checkmark to describe the Applicant:  
( ) 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.

**Section C**

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

**Section D**

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

**Section E**

1. Has the Applicant acquired another business entity within the last five (5) years?  
Yes \_\_\_ No X If "Yes," please provide the full legal name of any business entity which the Applicant acquired during the last five (5) years which engaged in a similar business activity as the business activity which is the subject of this Port Everglades Franchise Application.  
If none, indicate "None" NONE.
  
2. Indicate in the space provided the date of the acquisition and whether the acquisition was by a stock purchase or asset purchase and whether the Applicant herein is relying on the background and history of the acquired firm's officers, managers, employees and/or the acquired firm's business reputation in the industry to describe the Applicant's experience or previous business history. Attach additional sheets if necessary.
  
3. Has the Applicant been acquired by another business entity within the last five (5) years?  
Yes \_\_\_ No X If "Yes," provide the full legal name of any business entity which acquired the Applicant during the last five (5) years which engaged in a similar business activity as the business activity which is the subject of this Port Everglades Franchise Application.  
If none, indicate "None" NONE.
  
4. Indicate in the space provided the date of the acquisition and whether the acquisition was by a stock purchase or asset purchase and whether the Applicant herein is relying on the background and history of the parent firm's officers, managers, employees and/or the parent firm's business reputation in the industry to describe the Applicant's experience or previous business history. Attach additional sheets if necessary.

**Section F**

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

**Section G**

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

Yes     No X

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

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

**Section J**

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

**Section 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. Use this form for each seaport listed. Photocopy additional pages as needed (one page for each seaport listed).

If none, state "None" Port Everglades

Seaport \_\_\_\_\_ Number of Years Operating at this Seaport 10

List below all of the Applicant's Clients for which it provides services at the seaport listed above.

Client Name (Company)	Number of Years Applicant has Provided Services to this Client
Various Cruise Ships	10
MLS Ship Agent	10
Cliff Berry, Inc.	10
Norton Lilly	7
US Coast Guard	10
Various Tow Companies	7-9
Various Ship Agents	7

**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. **Use this form for each seaport listed. Photocopy additional pages as needed (one page for each seaport listed).**

If none, state "None" \_\_\_\_\_.

Seaport Port Palm Beach Number of Years Operating at this Seaport 10

List below all of the Applicant's Clients for which it provides services at the seaport listed above.

Client Name (Company)	Number of Years Applicant has Provided Services to this Client
MLS - Ship Agent	10
Ship Supply - Ship Agent	10

**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. **Use this form for each seaport listed. Photocopy additional pages as needed (one page for each seaport listed).**

If none, state "None" \_\_\_\_\_.

Seaport Port Miami Number of Years Operating at this Seaport 10

List below all of the Applicant's Clients for which it provides services at the seaport listed above.

Client Name (Company)	Number of Years Applicant has Provided Services to this Client
MLS - Ship Agent	10
Ship Supply - Ship Agent	10

**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. **Use this form for each seaport listed. Photocopy additional pages as needed (one page for each seaport listed).**

If none, state "None" \_\_\_\_\_.

Seaport Port Canaveral Number of Years Operating at this Seaport 10

List below all of the Applicant's Clients for which it provides services at the seaport listed above.

Client Name (Company)	Number of Years Applicant has Provided Services to this Client
MLS Ship Agents	10

**Section K**

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

2. Has the Applicant or entity acquired by Applicant (discussed in Section E herein) sought relief under any provision of the Federal Bankruptcy Code or under any state insolvency law filed by or against it within the last five (5) year period?

Yes \_\_\_ No X

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

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

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

Yes \_\_\_ No X

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

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

~~4. Has any receiver, fiscal agent, trustee, reorganization trustee, or similar officer been appointed in the last five (5) year period by a court for any entity, business, or property acquired by the Applicant?~~

~~Yes \_\_\_ No X~~

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

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

**Section L**

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

Name of Reference SEE ATTACHED Nature of Business \_\_\_\_\_

Contact Name \_\_\_\_\_ Title \_\_\_\_\_

Legal Business Street Address \_\_\_\_\_

City, State, Zip Code \_\_\_\_\_

Phone Number (\_\_\_\_) \_\_\_\_\_

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

**Section N**

1. Provide a list and description of all equipment currently owned and/or leased by the Applicant and intended to be used by the Applicant for the type of service(s) intended to be performed at Port Everglades including the age, type of equipment and model number.
2. Identify the type of fuel used for each piece of equipment.
3. Indicate which equipment, if any, is to be domiciled at Port Everglades.
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 X  
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 \_\_\_ No X
  
2. Has the Applicant received within the past five (5) years or does the Applicant have pending any citations, notices of violations, warning notices, or civil penalties from the U.S. Coast Guard?  
Yes X No \_\_\_
  
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 X

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.

x-ray equipment. Highlight emphasis on weapon and contraband identification.  
Include equipment operator certificates, if any.

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

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

**Section P3- SECURITY GUARDS / SUPERVISORS**

- a. Provide Applicant's background requirements, education, training etc., for personnel hired as security guards.
- b. Provide historic annual turnover ratio for security guards.
- c. Provide a copy of Applicant's job training program/policy including a copy of training curriculum and copies of all manuals and take-home materials made available to security guards. Include information regarding frequency of training.
- d. Provide background requirements, experience, licensing and any and all advanced training provided to supervisory personnel.
- e. Provide present policy for individual communication devices either required of security guards or supplied by the employer.
- f. Provide procurement criteria and source as well as Applicant's certification requirements for K-9 workforce.
- g. Provide information on the number of security guards / supervisors currently employed or expected to be employed to provide security services at Port Everglades.

Supervisors \_\_\_\_\_  
Class D Guards \_\_\_\_\_  
Class G Guards \_\_\_\_\_  
K-9 Handlers \_\_\_\_\_

**Port Everglades Tariff 12**

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

**Application Fees**

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

**Stevedore**

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

Annual Fee

\$ 4,000.00

**Cargo Handler**

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

Annual Fee

\$ 4,000.00

**Steamship Agent**

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

4,000.00

Annual Fee

\$ 2,250.00

**Tugboat and Towing**

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

Annual Fee

By Contract

**Vessel Bunkering, Vessel Oily Waste Removal,**

**Vessel Sanitary Waste Water Removal**

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

Annual Fee

\$ 2,250.00

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

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

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

Port Everglades Business Administration Division

1850 Eller Drive, Fort Lauderdale, FL 33316

**Required Public Hearing**

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

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

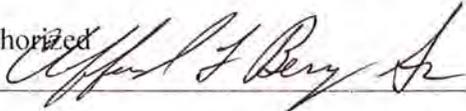
Applicant further understands that if there are any changes to the information provided herein (subsequent to this application submission) or to its officers, directors, senior management personnel, or business operation as stated in this application, Applicant agrees to provide such updated information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

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

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

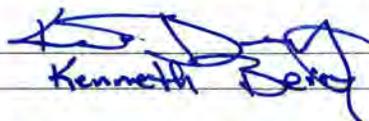
By its execution of this application, Applicant acknowledges that it has read and understands the rules, regulations, terms and conditions of the franchise it is applying for as set forth in Chapter 32, Part II, of the Broward County Administrative Code as amended, and agrees, should the franchise be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

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

Signature of Applicant's Authorized Representative  Date Signed 5/24/2018

Signature name and title - typed or printed Clifford L. Berry, Sr. - President

Witness Signature (\*Required\*)   
Witness name-typed or printed Diane Williams

Witness Signature (\*Required\*)   
Witness name-typed or printed Kenneth Berry

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

Name Ken Berry Title Manager

Address 701 SE 32nd Ct, Suite 201, Phone (954)527-9939  
Fort Lauderdale, FL 33316

**Section M**

1. Security: Pursuant to Port Everglades Tariff 12, Item 960, all Franchisees are required to furnish an Indemnity and Payment Bond or Irrevocable Letter of Credit drawn on a U.S. bank in a format and an amount not less than \$20,000 as required by Broward County Port Everglades Department.
2. Has the Applicant been denied a bond or letter of credit within the past five (5) years?  
Yes \_\_\_ No X  
If "Yes," please provide a summary explanation in the space provided of why the Applicant was denied. Use additional sheets if necessary.

**Section N**

1. Provide a list and description of all equipment currently owned and/or leased by the Applicant and intended to be used by the Applicant for the type of service(s) intended to be performed at Port Everglades including the age, type of equipment and model number.
2. Identify the type of fuel used for each piece of equipment.
3. Indicate which equipment, if any, is to be domiciled at Port Everglades.
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 X  
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 \_\_\_ No X
  
2. Has the Applicant received within the past five (5) years or does the Applicant have pending any citations, notices of violations, warning notices, or civil penalties from the U.S. Coast Guard?  
Yes X No \_\_\_
  
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 X

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.

If you have checked an Applicant box for VESSEL BUNKERING, VESSEL OILY WASTE REMOVAL, VESSEL SANITARY WASTE WATER REMOVAL, OR MARINE TERMINAL SECURITY, 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 REQUIRED

✓ **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. *Contract w/ Cliff Bey*

✓ **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. *not applicable*

✓ **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. - Open Contract.

**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.

**MARINE TERMINAL SECURITY**

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

**Section N2-** A copy of all manufacturers recommended service intervals and name of company contracted to provide such services on all aforementioned equipment.

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

**Section N4-** current training requirements and training syllabus for employees operating

**Clifford L. Berry, Sr.**  
700 S.E. 32<sup>nd</sup> 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.

**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. 32<sup>nd</sup> 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 Statutes.
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.

### 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. 32<sup>nd</sup> Court, Fort Lauderdale, Florida 33310 and *Betty Berry*, 700 S.E. 32<sup>nd</sup> 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.

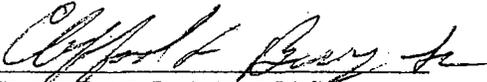
ARTICLE IX

**INITIAL REGISTERED OFFICE AND REGISTERED AGENT**

The address of the initial registered office of the limited liability company is 700 S.E. 32<sup>nd</sup> 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

  
CLIFFORD L. BERRY SR.

  
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 March, 2006.



Liora Poleg  
My Commission DD336154  
Expires September 07, 2008

  
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.

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700 S.E. 32<sup>nd</sup> Court  
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**KENNETH O. BERRY**  
Fort Lauderdale, FL 33305  
Cell: 617.510.8000  
[KennethOBerry@gmail.com](mailto:KennethOBerry@gmail.com)

## **SUMMARY:**

Results-oriented management professional, with a record of accomplishments in: Operations; Project Management; Consulting; Business Process Improvement and Data Analysis. Diverse industry experience that has included: government, healthcare, hospitality, professional services and manufacturing industries; working with customers and organizations that are experiencing significant growth and or change within their organization while leading project teams which have included senior executives, IT professionals and multiple third party vendors.

Major strengths include leadership, team building & collaboration skills; client & vendor management; conflict management and business analysis. Experienced in working with a variety of clients, which have included: Fortune 10, non-profit, private equity funded, privately held and government agencies.

## **PROFESSIONAL EXPERIENCE:**

*Everglades Waste Removal Services, LLC*  
**Operations Manager**

**2016 - Present**

*Serco Inc.*

**Lead Consultant – Product Manager**

**2014 - 2015**

Serco Inc., is a \$1.2 billion division of Serco Group PLC, an international service company specializing in Information Technology, Professional Services and Managed Services.

- Coordinated operational and functional project teams while working with senior leadership to develop and manage the deployment of new system functionality to achieve key milestones for our client, the Centers for Medicaid and Medicare Services (CMS). Served as the liaison between executive management, IT, operations and the client to ensure that the client's needs were met.
- Managed multi-state teams of approximately two thousand-four hundred associates, who investigated and resolved data discrepancies, related to consumer's applications for health insurance through the Affordable Care Act.

*WWPass Corporation*

**Senior Healthcare Specialist**

**2013 – 2013**

WWPass is a cloud based privacy & security company providing encryption, multi-factor authentication and secure distributed data storage solutions.

- Directed the company's launch efforts to expand into the healthcare market; facilitated efforts between the company's outside legal counsel and internal technical teams to ensure that new and existing products were HIPAA compliant.

*Impact Makers*

**Senior Consultant**

**2011 - 2013**

### **Client engagements included:**

- ***IT Project Manager – CIGNA Healthcare***

Managed a clinical data exchange pilot for a national health insurance provider that sought to exchange clinical data (via HL7) in real time with an Accountable Care Organization (ACO) that was utilizing an instance of Allscripts Enterprise; in order to determine the clinical and business value of the exchange.

- ***IT Project Manager – Commonwealth of Virginia***

Coordinated business process improvement initiatives at two departments within the Commonwealth of Virginia utilizing Agile methodology. Worked with the individual agencies and developed current and future workflows to streamline new and existing systems, while reducing development time by approximately 42% and decreased customer wait times by over 26%.

- **Project Manager – Virginia Association of Free Clinics**

Directed a selection process on behalf of the client, by analyzing the business and clinical needs of the Association and the individual member clinics in order to determine which EHR vendors would best suit the individual member clinic's needs.

**Rhode Island Quality Institute**

**Director, Regional Extension Center Program Management**

**2010 – 2011**

- Operationalized and managed a \$6.4 million CMS funded Regional Extension Center (REC) grant. Responsible for assisting one thousand primary care providers in selecting & implementing an Electronic Health Records (EHR) system and their subsequent achievement of Meaningful Use.
- Coordinated efforts with Rhode Island's Beacon Communities and HIE grants to integrate their products and services into the REC business model, expanding service offerings to healthcare providers statewide.
- Created and implemented a virtual vendor marketplace, where providers could learn more about Health IT, EHR vendors & consultants, and request quotes from vendors and consultants. Created a RFP process for vendors to apply to become members of the marketplace and provided standardized end user license agreement that vendors were required to use, allowing providers to compare and select EHR systems based on performance, pricing and functionality.

**Diagonal Service, Inc.**

**Principal Consultant**

**2006 – 2010**

**Client engagements included:**

- **Project Manager/Director – Astrum Hearing**

Served as a member of the client's Leadership Team, and was actively involved in decisions regarding: future site locations; product selection; technology needs assessments; and corporate marketing. Developed benefit programs for multi-state and multi-tier employee classes to assist in employee recruiting and retention, resulting in an annualized reduction of benefit costs of 31%. Managed, built and outsourced a human resource and talent acquisition department which screened, interviewed, hired, and trained licensed healthcare professionals and associates in multiple states so that new locations opened as scheduled.

- **Project Manager – BayCare Health System**

Analyzed, redesigned and re-launched Help Desk system tools, for more accurate departmental and enterprise performance measurement and reporting. Managed cross-departmental teams and documented current and future state processes for a Cerner Millennium EHR implementation; working with multiple hospital facilities and departments, which included surgery, pathology, and radiology.

**Be Our Guest, Inc.**

**General Manager**

**2000 – 2007**

**Controller**

**1996 – 2000**

- Increased sales by 53% and profits by 442% over a three year period by expanding the company's sales footprint from the greater Boston area to throughout the New England area and other selected markets.
- Improved margins by de-commoditizing the company's products by designing and introducing higher value custom made products that were exclusive to the company, industry and/or region.

**EDUCATION:**

**Northeastern University**

**Boston, MA**

**Masters of Business Administration**

**Kenneth O. Berry**

**PROFESSIONAL EXPERIENCE:**

Experienced professional in the environmental services and non-hazardous waste industries with over thirty years of experience. Worked with clients from major international shipping and petroleum companies, to both United States foreign-national Navy & Coast Guards, in addition to privately owned, independent companies.

*Everglades Waste Removal Services, LLC*  
**Project Manager**

*Fort Lauderdale, FL*  
**2007 - Present**

- Develop and coordinate tools and training programs to facilitate compliance of Federal and state laws and regulations
- Provide technical expertise and lead efforts to address emerging waste related environmental matters as they pertain to existing and new services offered
- Manages teams of employees responsible for compliance and field service operations
- Functions as the corporate subject matter expert on FDEP, DOT HAZMAT and other regulations and recycling programs
- Manages personnel activities such as hiring, performance evaluations, and mentoring
- Performs scope of work evaluations and prepares project estimates for new and existing customers

*Cliff Berry, Inc.*  
**Project Manager**

*Fort Lauderdale, FL*  
**1994 - 2007**

- Acted as a primary interface with customers at their headquarters location, collaborating with other business units throughout the company
- Led teams which helped solve complex environmental matters through operational expertise and knowledge of environmental laws and regulations
- Ensured adherence to client and corporate contract specifications in all activities including Health, Safety, Security, and Environment.
- Responsible for proposal preparation, including review of RFP's; preparation of written proposals, and qualification packages

*Cliff Berry Fort Lauderdale, FL*  
**Project Manager**

**1989 - 1994**

- Managed projects which included functioning as the lead technical person, primary client contact, scheduling of personnel, and other management duties
- Mentored and developed employees at various levels of the company
- Ensured availability, reliability, and functionality of all equipment and vehicles
- Formulated and maintained facility environmental and safety objectives complementary to corporate policies and goals
- Maintained compliance with all Company policies and procedures, including safety rules and regulations
- Provided support to operations on a 24/7 basis



ATTACHMENT E

FINANCIAL STATEMENTS

CONFIDENTIAL REQUESTED MEETING FOR FINANCIAL APPROVALS



# EVERGLADES

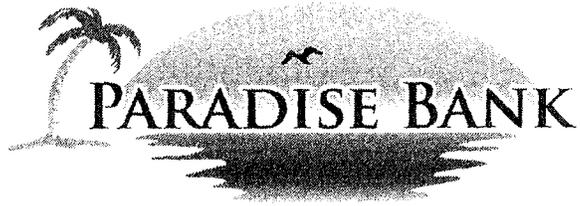
WASTE REMOVAL SERVICES, LLC

**Credit References:**

- Port Consolidated 954.522.1182 ext 8812
  - Contact: Nydia Castillo
  
- DB Trucking 954.761.9997
  - Contact: Marie
  
- McDonald's Hardware 954.463.2000
  - Contact: Kim McDonald

**Bank Reference:**

- Paradise Bank 954.764.8778
  - Bank Officer: Lenny Steinberg



May 9, 2018

RE: Everglades Waste Removal Services, LLC

To whom it may concern,

Please accept this proof of funds letter for Everglades Waste Removal Services, LLC. They currently have an account with Paradise Bank and the balance maintained is \$20,000.00. The account is held satisfactorily.

If there are any questions, please call me at (954) 764-8778

Thank you,

A handwritten signature in black ink, appearing to read "Lenny Steinberg".

Lenny Steinberg  
AVP, Operations Manager



**AMENDMENT TO 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

**APPLICANT:**

Everglades Waste Removal Services, LLC  
P. O. Box 13079  
Fort Lauderdale, Florida 33316

**LETTER OF CREDIT NO.:** 1003

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

**DATE OF LETTER OF CREDIT:**

May 5, 2006

**EXPIRATION DATE:**

May 5, 2008

Paradise Bank hereby amends the above referenced letter of credit as follows:

1. The Applicant name has been amended to: Everglades Waste Removal Services, LLC.
2. The expiration date has amended extended to May 5, 2008.

All other terms and conditions of the original letter of credit remain the same and in effect.

Paradise Bank

By:   
Philip McNally  
Executive Vice President

Dated: May 3, 2007

RECEIVED  
2007 MAY 7 PM 1 00  
PORT EVERGLADES DEPT.  
BUSINESS ADMIN.



**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

**APPLICANT:**

Everglades Waste Removal Services, Inc.  
P. O. Box 13079  
Fort Lauderdale, Florida 33316

**LETTER OF CREDIT NO.:** 1003

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

**DATE OF LETTER OF CREDIT:**

May 5, 2006

**EXPIRATION DATE:**

May 5, 2007

We hereby establish our irrevocable Standby Letter of Credit No. 1003, in favor of Broward County and for account of Everglades Waste Removal Services, Inc., 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:

1. Draft drawn on us at sight.
2. 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. 1003  
May 9, 2006  
Page 2

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

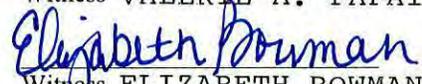
Any draft drawn under this Letter of Credit shall bear the clause "Drawn under Paradise Bank Irrevocable Standby Letter of Credit No. 1003 dated May 9, 2006". The original Letter of Credit must accompany any drawing, and the date and amount of each drawing must be endorsed on the reverse side of this 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 500, 1993 Revision, (effective January 1, 1994) 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

By:   
\_\_\_\_\_  
DAVID W. ENGLERT, CCO

Date: May 9, 2006

  
\_\_\_\_\_  
Witness VALERIE A. PAPAI  
  
\_\_\_\_\_  
Witness ELIZABETH BOWMAN

Vehicle	Year	Description	Capacity	Gallon	Fuel Used
EBT-01	1995	International Box Truck	NA	NA	Diesel
EBT-02	2000	International Box Truck	NA	NA	Diesel
EST-02	2002	Pace Cargo Trailer	NA	NA	NA
ESV-02	2000	Ford F350 Pickup	NA	NA	Diesel
ESV-06	1999	1999 Chevrolet 2500 Pickup	NA	NA	Gasoline
ETR-02	1998	Mack Tractor	NA	NA	Diesel
ETR-03	1992	Mack Tractor	NA	NA	Diesel
ETR-04	1995	Mack Tractor	NA	NA	Diesel
ETR-06	2001	Peterbilt Tractor	NA	NA	Diesel
ETR-08	1991	Mack Tractor TR53	NA	NA	Diesel
ETR-09	1990	Mack Tractor TR51	NA	NA	Diesel
ETR-10	1998	Mack Tractor	NA	NA	Diesel
ETT-01	1999	HM Tank Trailer	6,000	gallon	NA
ETT-02	1977	Fruehauf Transport Tanker Trailer	9,000	gallon	NA
ETT-03	1987	Fruehauf Tanker Trailer	9,000	gallon	NA
ETT-04	1992	Fruehauf Tanker Trailer	9,000	gallon	NA
ETT-06	1981	Heil Tanker Trailer	9,000	gallon	NA
ETT-07	1978	Fruehauf Tanker Trailer	9,000	gallon	NA
EVT-02	1995	International Vacuum Truck	3,000	gallon	Diesel
EVT-04	1994	Vacuum Truck	3,000	gallon	Diesel
EVT-05	1996	Vacuum Con Truck	3,000	gallon	Diesel
EVT-01	1980	Vacuum Trailer	5,250	gallon	NA
EWT-01	1991	Mack Tractor - Winch Truck	NA	NA	Diesel
SV-144	2016	Ford F250 Pickup	NA	NA	Diesel

**All vehicles are domiciled at Port Everglades**



# **Everglades Waste Removal Services, LLC**

## **Corporate Health & Safety Manual**

# Everglades Waste Removal Services, LLC

## Health and Safety Program Introduction

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

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

This program serves as a guide and reference for minimum rules and standards on all Everglades Waste Removal Services, LLC projects. It is an integral part of the Everglades Waste Removal Services, LLC Injury and Illness Prevention Program. It is not all-inclusive. You may choose to consult other Everglades Waste Removal Services, LLC sources for more detailed reference material or procedures.

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

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

**Everglades Waste  
Removal Services, LLC**

**Corporate Health and Safety Manual  
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**Everglades Waste  
Removal Services, LLC**

**Drug-Free Workplace Policy  
(DFWP)**

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**Section: Workplace Conduct**

**Drug-Free Workplace Policy**

**Purpose**

Everglades Waste Removal Service, LLC. is committed to protecting the health and safety of its 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

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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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**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 pre-employment 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.**

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**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.

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**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.

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**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

**Section: Workplace Conduct**

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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.

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**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 enable 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.

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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: If 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 thereof, 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.

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**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. 33<sup>rd</sup> Avenue  
Fort Lauderdale, FL 33309  
(800) 522-0230

Medical Review Officer (MRO)            U.S. HealthWorks  
407 S.E. 24<sup>th</sup> Street  
Fort Lauderdale, FL 33316  
(954) 467-2140

Collection Sites:                              U.S. HealthWorks  
407 S.E. 24<sup>th</sup> 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	Absolute Testing 2339 South US 1 Ft Pierce, FL 772-489-8930
M.D.& A.T. Services, Inc. 707 Mullet Rd., Suite 112 Cape Canaveral, Fl 32920 321-783-0922 office	Baptist Occupational Health 1325 San Marco, Suite 301 Jacksonville, FL 32207 (904) 202-2395
Occupational Medical Center, Inc. 3270 N.W. 36 <sup>th</sup> Street Miami, FL 33142 305-635-1445 (phone)	Occupational Health Service 3012 US Highway 301 N. Tampa, Florida 33619 813-615-7676

**Section: Workplace Conduct**

**Violence-Free Workplace**

## **Section: Benefits - Training, Educational & Professional Certification Assistance Program**

### **Training**

EGWRS is committed to ensuring that all of its employees are properly trained in accordance with their position needs. Each employee must provide copies of any licenses, certificates, and current training certifications prior to their first day on the job. If it is determined that the employee needs (additional) training in order to successfully complete their duties and responsibilities, they are enrolled in the next available training class that is available, e.g., Person in Charge Training.

Going forward, each employee's training/certification is tracked so that when a certificate or license is to expire, they are enrolled in the appropriate training/refresher course prior to their current certification/license expiration.

If the employee refuses to re-certify or renew their license, and it is a requirement for their position, they may be immediately suspended from their duties or have their employment terminated.

Additionally, training is provided on an ongoing basis in order to comply with EGWRS's licenses, e.g. U. S. Coast Guard Worst Case Scenario.

### **Educational Assistance Program**

EGWRS recognizes that the skills and knowledge of its employees are critical to the success of the Company. Educational assistance programs are available through accredited academic courses, in-house/local seminars, to encourage personal development, improve job-related skills and enhance an employee's ability to compete for reasonably attainable jobs in the Company. Applications may be made through your supervisor and must be approved by the President.

If you voluntarily resign your employment with the company, or are discharged for cause prior to successfully completing the course, payment will be denied.

If you resign or are discharged for cause from the company less than six (6) months from the completion of any educational course funded by EGWRS, then the full cost of the course must be paid back to EGWRS before your last paycheck will be authorized. If you resign or are discharged for cause from the company between six (6) months and one (1) year from the completion of any educational course funded by EGWRS, then one half on the full cost of the course must be paid back to EGWRS before your last paycheck will be authorized.

### **Professional Certification Assistance**

In accordance with the Educational Assistance Program EGWRS will reimburse employees who are attaining or renewing their Professional Certifications. The Company will assist with cost of the Certificate Maintenance fee on a case by case basis. Professional Certification covered under this policy must relate to the mission, work or business conducted by EGWRS (i.e., P.G., PE, CHEM., CET and Pollution Storage Removal License.)

Requests for reimbursement are to be submitted through your supervisor and approved by the President.

**Section: Benefits                      Educational & Professional Certification Assistance**  
**Program**

**Educational Assistance Program**

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**Required Certifications**

In accordance with OSHA and the United States Coast Guard (USCG) rules and regulations, all drivers are required to be HAZWOPER trained and certified. EGWRS provides employees with their initial 40-hour workplace training (if needed) and annual 8-hour refresher courses. Additional certifications are provided to employees at no cost as needed by their position, which may include Person-in-Charge (PIC), Hazardous Materials Training, and Confined Space Entry.

EGWRS also conducts monthly job safety meetings/training; field training on equipment and vehicles; and tabletop exercises in conjunction with the USCG.

Everglades Waste Removal Services, LLC (EGWRS) 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 that Mr. Berry and EGWRS provide in order to help keep the environment clean. Mr. Berry's fifty plus (50+) years of operating in Port Everglades demonstrate that he has been committed and passionate about maintaining and improving our environment. To this day, Mr. Berry continues to bring the same level of passion and commitment to protecting, maintaining and enhancing the environment via EGWRS that he has successfully demonstrated with previous companies which he has had the privilege to manage and own in Port Everglades.

In addition to our efforts to maintain and improve the environment through our hands-on day to day operations, EGWRS is also committed to energy conservation. Our current offices are located in a building that was constructed with the highest energy efficiency standards in mind, with the latest energy saving appliances, equipment and utilities available.

Port Everglades Franchise Application: Renewal Application  
- Everglades Waste Removal Services, LLC



# EVERGLADES

WASTE REMOVAL SERVICES, LLC

## STATEMENT OF INTENDED ACTIVITY AT PORT EVERGLADES

Everglades Waste Removal Services, LLC, (EGWRS) has been servicing vessels within Port Everglades since first being granted a Vessel Sanitary Waste Removal Services Franchise in June of 2006, and subsequently an Oily Waste Removal Services Franchise in October 2008.

Since that time, the company has continued to grow its business within Port Everglades by servicing multiple cruise lines, the United States Coast Guard and Navy, foreign-national naval vessels, cargo ships, ferries, and tugboats.

EGWRS has also had the honor of working multiple Fleet Weeks' for the United States Coast Guard Navy as part of Broward Navy Days over the years. Since our founding in 2006, EGWRS has serviced most of the major cruise lines that come into Port Everglades, including: Carnival Cruise Lines, Costa Cruise Lines, Cunard Line, Holland America, Princess Cruises, and Royal Caribbean.

EGWRS's ability to promote and develop growth in business activities, projects and or facilities within Port Everglades is without question. The volume of business that EGWRS does at Port Everglades has grown progressively since our inception, and we anticipate even more growth in the future as the Port continues to grow and expand.

**Section Q:**

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

Yes X No \_\_\_\_\_

a) Name and address of Agency issuing the citation or notice:

U. S. Department of Homeland Security  
United States Coast Guard  
100 Macarthur Causeway  
Miami Beach, FL 33139

b) Date of the Notice: March 3, 2015

c) Nature of the Violation: Oil discharge into Biscayne Bay on January 21, 2015

d) Copies of the infraction  
notice(s) from the agency: See attached

e) Disposition of the case: Warning in Lieu of Civil Penalty

f) Amount of fines, if any: NA

g) Corrective action taken:

1. Safety Meeting held addressing the four inspection procedures that were insufficient:
  - i. The PIC must be aware of their surroundings, i.e. change in tides
  - ii. Strain on the hoses caused by the shift in tides/tides turning
  - iii. No containment
  - iv. PIC Leaving the scene to go to the bathroom

2. Reviewed the PIC Training Program with marine Cargo Transfers:
  - a. Evaluation of the USCG Regulations
  - b. Best Practices and Responsibilities of the PIC
  - c. Declaration of Inspection
  - d. Transfer Hoses
  - e. Monitoring Operations
  - f. Pollution Prevention
  - g. Documentation
  - h. Policy Issues
  
3. Thirty-day additional training for Elmer Landero (PIC from Everglades Waste Removal Services, LLC, that led to the warning being issued)



16460/15-0106  
CASE# 714306

2015

Cliff Berry Sr.  
700 SE 32<sup>nd</sup> Court  
Fort Lauderdale, FL 33315

7003 1680 0000 2315 3618

Subject: WARNING IN LIEU OF CIVIL PENALTY

Dear Mr. Cliff Berry,

Coast Guard Pollution Responders received a report of an oil discharge into Biscayne Bay, on 21 January 2015 and discovered the following violation:

Violation Cite: 33 U.S.C. 1321(b)(3)

To wit: On 21 January 2015, approximately one cup (0.2 liters) of diesel oil was discharged from Everglades Waste Removal Services, LLC mobile facility. The discharge created a sheen into Biscayne Bay, a navigable waterway of the United States. You are being charged as the owner of the mobile facility.

I have determined that justice would be best served by issuing a warning rather than pursuing a monetary civil penalty for the violation set forth above. You are advised that this warning will become a matter of Coast Guard record and will be considered for any future enforcement actions against you. To answer this letter you must circle accept or decline below and return a copy of the signed and dated letter to the address above within 30 days of the date of receipt. Failure on your part to return this letter with clear indication that you have declined will result in the Coast Guard entering into your permanent record that this warning is accepted. A decision to decline this warning will result in the initiation of civil penalty proceedings against you in accordance with 33 CFR 1.07. You may contact ENS Gregory DeYoung at the number listed above with any questions.

Sincerely,

X. Vicencio Roldan

X. VICENCIO-ROLDAN  
Lieutenant Commander, U.S. Coast Guard  
Chief, Incident Management Division  
By direction

I hereby accept / decline the above mentioned warning.

Kathy Dalton  
Name (print & signature)

3/3/2015  
Date

Clifford L. Berry, Sr. - President  
Clifford L. Berry, Sr.



**EVERGLADES**  
WASTE REMOVAL SERVICES, LLC.

January 28, 2015

Page 1 of 2

United States Coast Guard  
Attn: Benjamin Colbert  
100 MacArthur Causeway  
Miami Beach, FL 33139

RE: Inspection Report dated 1/23/2015

Dear Mr. Colbert:

Everglades Waste Removal Services, LLC . was subcontracted by Cliff Berry, Inc. to remove (over the water transfer) tank bottoms from a barge by means of suction to a vacuum truck through reinforced hoses.

The PIC from CBI was Eustace Williams and the PIC from EGWRS was Elmer Landero. The crew successfully installed two sections of hose with a single connection that was placed on the barge. The connection ears were taped and a flexible plastic pipe was used to sleeve the hose where it crossed from the dock to the barge.

The crew deployed into the tank with the suction end of the hose and successfully removed product to the vacuum truck.

At around noon the crew took lunch and Eustace needed to pick up a pump and drums from the Miami Plant. Elmer Landero the PIC had to use the bathroom and when he returned there was a change in the tide and the barge had sufficiently lowered to put a strain on the hose. The hose connection was also leaking and had an uncontrolled release of an amount of oil that ran over the side of the barge and into the water. The team alerted the client's crew and the two teams quickly used absorbent pads to remove the oil from the water and the side of the barge to the satisfaction of the client.



The Coast Guard was notified and representatives arrived on the scene and conducted an investigation. The PIC Elmer Landero contacted Eustace Williams with CBI and failed to contact the QI at Everglades Waste Removal Services, LLC.

Lessons Learned:

The PIC is not to leave the scene.

Be aware of the surroundings and the shifts in the tide.

Be aware of the strain on the hoses.

Always have containment at all times.

PIC failed to contact the QI at Everglades Waste Removal Services, LLC. to inform of a release into the water.

Elmer Landero will undergo an additional month of PIC training.

Always check the gaskets.

Sincerely,

  
Kathy Dalton

To: Benjamin. R.Colbert @uscg.mil

From: Randy Cordrey

Everglades Waste & Recycling

Business Development Manager

[rcordrey@egwrs.com](mailto:rcordrey@egwrs.com)

RE: Oil discharge 1-21-15

In response to your email on Thursday, April 9<sup>th</sup>

Everglades Waste & Recycling has completed the following tasks:

- 1.) January 29, 2015- Safety Meeting to address the oil spill incident on January 21, 2015. At this meeting we addressed the four inspection procedures that were insufficient.
  - a.) The PIC must notice your surroundings, i.e. (change in tides).
  - b.) Strain on the hoses caused by the shifts in the tide.
  - c.) No Containment
  - d.) PIC leaving the scene to go to the bathroom
- 2.) Reviewed the PIC Training Program with Marine Cargo Transfers
  - a.) Evaluation of the USCG Regulations
  - b.) Best practices and responsibilities of the PIC
  - c.) Declaration of Inspection
  - d.) Transfer Hoses
  - e.) Monitoring Operations
  - f.) Pollution Prevention
  - g.) Documentation
  - h.) Policy Issues

- 3.) 30- day additional training for Elmer Landero. (Documents attached)

SAFETY SHEET  
SIGN IN SHEET

January 29, 2015

Tom Louys

Treston Walters

Rachle Wiese

Jeremy Mathews

Boya Ciguine

Mike Daulton

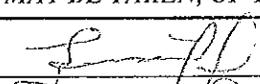
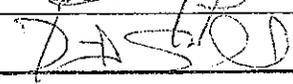
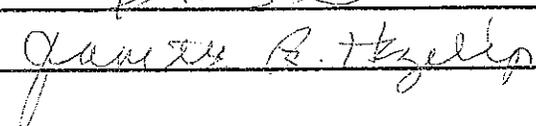
Emor Landers

DBS(D) David Sills

Jubbar Spencer

Bruce G. [unclear]



Employee: Elmer Landero		Employee ID#:		Date of Incident: 1/21/15	
Date: 1/27/2015	Job: Driver		Supervisor: David Sills		
<b>VIOLATION</b>					
<input type="checkbox"/> Attendance	Tardiness		Misconduct		Safety Violation
Insubordination	X Performance		Other		
<b>SUPERVISOR STATEMENT</b> (Describe Incident / Performance Problems, Please Be specific)					
<p>On Wednesday the 1/21/2015 Mr. Landero left his truck unattended and failed to complete his paper work when job was completed at the end of the day. (Sub contracted to CBI) ELMER Landero was working with Eustace Williams as project mgr. for CBI - barge transfer Kirby</p>					
<b>CORRECTIVE ACTION</b> (Describe Problem Resolution / Expected Behavior / Performance)					
Mr. Landero is required to receive an additional month of on the job training. If this matter happens again Mr. Landero will be terminated.					
<b>ACTION TAKEN</b>					
X Warning		Suspension:		Other	
<input type="checkbox"/> Verbal	<input checked="" type="checkbox"/> Written	<input type="checkbox"/> Final	Days/Date:		Date:
<b>EMPLOYEE STATEMENT</b>					
<input type="checkbox"/> I AGREE with Supervisor's Statement			<input type="checkbox"/> I DO NOT AGREE with Supervisor's Statement		
<b>NOTICE TO EMPLOYEE: IMMEDIATE SATISFACTORY IMPROVEMENT MUST BE SHOW OR FURTHER DISCIPLINARY ACTION MAY BE TAKEN, UP TO AND INCLUDING DISCHARGE.</b>					
Employee Signature: 				Date: 01/27/2015	
Supervisor Signature: 				Date: 01/27/2015	
Witness Signature: 				Date: 1/27/2015	

Corrective Action:



# Everglades Waste Removal Services, LLC.

This is to certify that

## Elmer Landero

Has successfully completed the certificate requirements for and is designated a:

### Person in Charge

{Per 33 CFR 154.710 (a) through (e)}

As evidence there of is awarded this:

## Certificate of Designation

on the 10th day of October, 2014



Cliff Berry Sr.  
EWGRS/President



David Sills  
EWGRS/Instructor

Certification No. EGWRS-141



Florida Department of  
Environmental Protection  
Hazardous Waste Inspection Report

**FACILITY INFORMATION:**

**Facility Name:** Everglades Waste Removal Services LLC  
**On-Site Inspection Start Date:** 12/15/2016 **On-Site Inspection End Date:** 12/15/2016  
**ME ID#:** 75033 **EPA ID#:** FLR000132506  
**Facility Street Address:** 701 SE 32nd Ct Ste 201, Ft Lauderdale, FL 33316-4133  
**Contact Mailing Address:** 700 SE 32nd Ct, Ft Lauderdale, FL 33316-4133  
**County Name:** BROWARD

**NOTIFIED AS:**

Non-Handler

**INSPECTION TYPE:**

Routine Inspection for Used Oil Generator facility  
Routine Inspection for CESQG (<100 kg/month) facility  
Routine Inspection for Used Oil Transporter facility

**INSPECTION PARTICIPANTS:**

**Principal Inspector:** Kathy R. Winston, Inspector  
**Other Participants:** Denise Watts, Environmental Specialist; Kathy Dalton, Owner/Manager

**LATITUDE / LONGITUDE:** Lat 26° 5' 5.4" / Long 80° 8' 10"

**SIC CODE:** 4959 - Trans. & utilities - sanitary services, nec

**TYPE OF OWNERSHIP:** Private

**Introduction:**

Everglades Waste Removal Services (EWRS) is located on approximately 3.5 acres, employs approximately eight people and has been in operation for eleven years. The facility consists of a parking lot where empty trucks are parked and a maintenance shop where trucks are serviced. Also in the maintenance area are privately-owned auto restoration projects, and race car repair projects that are hobbies of the owner.

The facility is registered as a used oil transporter, and used oil filter transporter; however, most of their business is bilge water from ships using Port Everglades. The facility's state transporter registration was not displayed in a prominent place in the facility, the facility had the paperwork readily available and sent pictures with all their regulatory permits and registration with both the state and the county framed and displayed on the office wall within one day. Since the facility is not a transfer facility, nothing is held over 24 hours and most of the waste picked up is taken directly to other transporters, processors, or, in the case of used oil filters, facilities that are legally able to accept such waste.

**Process Description:**

A single aqueous parts washer was observed in the shop area. It was pushed behind some other equipment and was no longer in use. This was verified by the facility representative who conducted the tour with the Department inspectors. The only wastes generated in the shop are used oil, used oil filters, oily waste, used antifreeze and spent lead acid batteries. Used oil, oily waste, and some of the used oil filters are removed by Cliff Berry, Inc. However, sometimes the used oil filters go directly to Wheelabrator. Used antifreeze is reused in their equipment. Spent lead acid batteries are returned to NAPA Auto Parts (NAPA), when new batteries are purchased. The facility was reminded to make sure that NAPA makes a note of how many cores

Inspection Date: 12/15/2016

oil pads/rags. Investigation revealed that two of the drums held used oil, one held used oil filters and only one was actually properly labeled. The inspector supply the facility with stencils to label the used oil and used oil filter drums and asked that pictures be sent to demonstrate compliance.

The facility's management only required safety glass and hard toes shoes as Personal Protective Equipment (PPE.) The inspector did note fire extinguishers that were charged and had been certified by a professional contractor within the last year.

**Record Review**

The only records issue that was noted at the inspection was that the training records were inadequate and did not state the content of the training, dates of last training, and the facility couldn't prove that their drivers and anyone else signing manifests were up to date on their DOT refreshers.

**New Potential Violations and Areas of Concern:**

**Violations**

Type: Violation  
Rule: 62-710.850(5)(a)  
Explanation: Facility didn't have their used oil filter drum properly labeled.  
Corrective Action: Please send picture of used oil filter drum properly labeled.

**Photo Attachments:**

mislabeled drums



correctly labeled used oil filters



---

Type: Violation  
Rule: 62-710.401(6)  
Explanation: Facility's used oil drums were not properly labeled.  
Corrective Action: Please send pictures demonstrating that the used oil drums have been properly labeled.

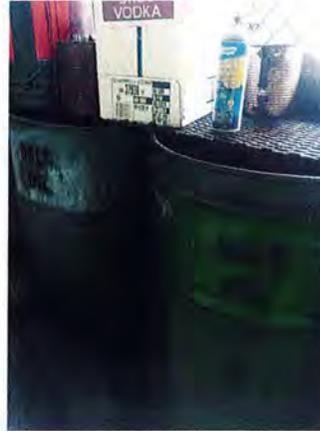
**Photo Attachments:**

Inspection Date: 12/15/2016

improperly labeled used oil drums



properly labeled used oil drums



**Conclusion:**

As indicated in the second paragraph, the Department received pictures the following day after the inspection demonstrating compliance with displaying their registration and labeling all their drums in their maintenance shop correctly. On December 20, 2016, the Department received confirmation on part of the training records requests from the facility but never received anything else. On February 28, 2017, another facility representative contacted the Department with all the outstanding answers to our training records questions. It appears that the person who had been communicating with the Department from the facility had left employment there and had not informed the new facility contact of the Department's issues. As of the writing of this inspection report, the facility has return to compliance.

Inspection Date: 12/15/2016

**1.0 - Pre-Inspection Checklist**

Requirements:

The requirements listed in this section provide an opportunity for the Department's inspector to indicate the conditions found at the time of the inspection. A "Not Ok" response to a requirement indicates either a potential violation of the corresponding rule or an area of concern that requires more attention. Both potential violations and areas of concern are discussed further at the end of this inspection report.

Item No.	Pre-Inspection Review	Yes	No	N/A
1.1	Has the facility notified with correct status? 262.12	✓		
1.2	Has the facility notified of change of status? 62-730.150(2)(b)			✓
1.3	Did the facility conduct a waste determination on all wastes generated? 262.11	✓		

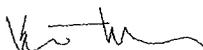
Inspection Date: 12/15/2016

**Signed:**

A hazardous waste compliance inspection was conducted on this date, to determine your facility's compliance with applicable portions of Chapters 403 & 376, F.S., and Chapters 62-710, 62-730, 62-737, & 62 -740 Florida Administrative Code (F.A.C.). Portions of the United States Environmental Protection Agency's Title 40 Code of Federal Regulations (C.F.R.) 260 - 279 have been adopted by reference in the state rules under Chapters 62-730 and 62-710, F.A.C.

Kathy R. Winston  
\_\_\_\_\_  
**PRINCIPAL INSPECTOR NAME**

Inspector  
\_\_\_\_\_  
**PRINCIPAL INSPECTOR TITLE**

  
\_\_\_\_\_  
**PRINCIPAL INSPECTOR SIGNATURE**

DEP  
\_\_\_\_\_  
**ORGANIZATION**

03/02/2017  
\_\_\_\_\_  
**DATE**

Denise Watts  
\_\_\_\_\_  
**Inspector NAME**

Environmental Specialist  
\_\_\_\_\_  
**Inspector TITLE**

FDEP  
\_\_\_\_\_  
**ORGANIZATION**

Kathy Dalton  
\_\_\_\_\_  
**Representative NAME**

Owner/Manager  
\_\_\_\_\_  
**Representative TITLE**

Everglades Waste Removal Services  
LLC  
\_\_\_\_\_  
**ORGANIZATION**

**Report Approvers:**

**Approver:** Karen E. Kantor  
\_\_\_\_\_

**Inspection Approval Date:** 03/09/2017  
\_\_\_\_\_

U.S. Department of  
Homeland Security

United States  
Coast Guard



Commander  
United States Coast Guard  
Sector Miami

100 MacArthur Causeway  
Miami Beach, FL 33139-5101  
Phone: (305) 695-2344  
Fax: (305) 535-8731

16471/17-0653  
October 10, 2017

MISLE#: 6207539  
FIN#: MIAMOB100

**FACILITY RESPONSE PLAN APPROVAL LETTER# 17-0653**

Everglades Waste Removal Services  
Attn: Ken Berry  
700 SE 32<sup>nd</sup> Court  
Fort Lauderdale, FL 33316

Dear Ken Berry:

My staff has determined that Everglades Waste Removal Services meets Title 33 Code of Federal Regulations Part 154 (33 CFR 154) and it is hereby approved. **This approval is valid until October 10, 2022.**

You are reminded that Everglades Waste Removal Services is prohibited from handling, storing, transporting, transferring, or lightering oil unless it is operating in full compliance with this plan. Compliance includes ensuring that the required resources are in place and available through contract or other approved means.

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 (305) 695-2344.

Sincerely,

A handwritten signature in black ink, appearing to read "J. K. Velasco".

J. K. VELASCO  
Lieutenant Commander  
Captain of the Port, Miami  
U. S. Coast Guard  
By direction

**Everglades Waste  
Removal Services, LLC**

**Mobile Transfer Facility  
Response Manual (FRP)**

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**This Response Manual meets the requirements of 33 CFR 154.**

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**APPENDIX E – SITE SPECIFIC SAFETY AND HEALTH PLAN**  
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**APPENDIX G – CBI/EWRS EMERGENCY RESPONSE CONTRACT; CBI  
PERSONNEL TRAINING & DRILLS**

## **INTRODUCTION AND PLAN CONTENT**

### **33CFR 154.1035(a)**

Everglades Waste Removal Services, LLC (EWRS)

**Physical address is:**

701 SE 32<sup>nd</sup> Court

Suite # 201

Fort Lauderdale, Broward County, FL 33316

**Mailing address:**

PO Box 22490

Fort Lauderdale, Broward County, FL 33305

**Telephone:** (954) 527-9939

**Fax:** (954) 764-4569

### **33CFR 154.1035(a)(1) - Geographic Location of Collection & Transfer**

**Facilities:**

Everglades Waste Removal Services, LLC mobile transfer facilities operate within the COTP Miami Zone. Wastes that are collected are transferred to a 3<sup>rd</sup> party licensed waste oil collection and processing facility located in Florida.

### **33CFR 154.1035(a)(2) – Physical Description of the Mobile Transfer Facility:**

This manual is for mobile transfer facilities. Mooring areas, transfer locations and other related site-specific requirements vary with each transfer. However, when doing a mobile transfer with a vessel, before signing a Declaration of Inspection, the Person in Charge (PIC) will verify that the appropriate safety precautions are taken prior to commencement of any transfer operations.

Everglades Waste Removal Services, LLC has three vehicle types in its fleet, which may be used in mobile transfers. They are: vacuum trucks, semi-tractor trailers and frac tanks. The vacuum trucks use onboard vacuum pumps to draw oils and oily wastes into their tanks, the semi-trailer tankers receive oils and oily wastes when pumped from the vessel. The vacor is listed as a separate vehicle type due to its capability to collect and deposit soils & sludge into drums without contaminating the truck's tank. A photo of each type is provided below. Also included is an instruction sheet showing the proper operation controls for the vacuum trucks pumps.

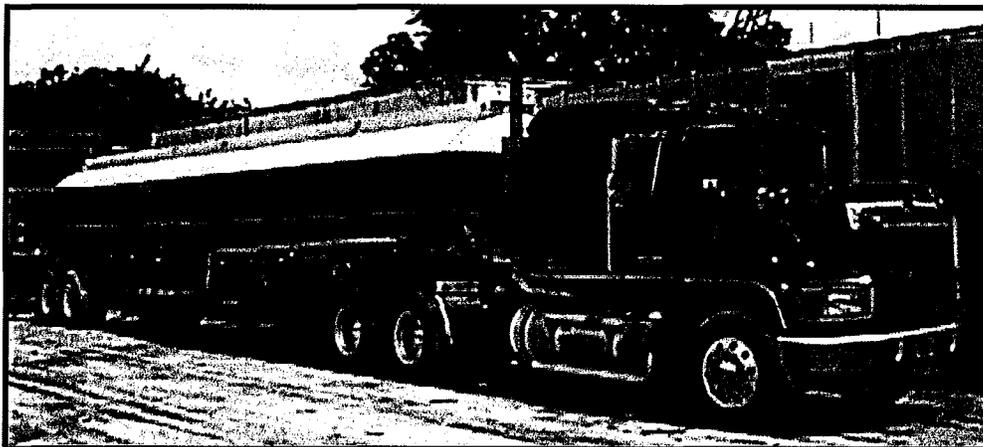
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Everglades Waste Removal Services, LLC

**Last Revised: October 10, 2017**



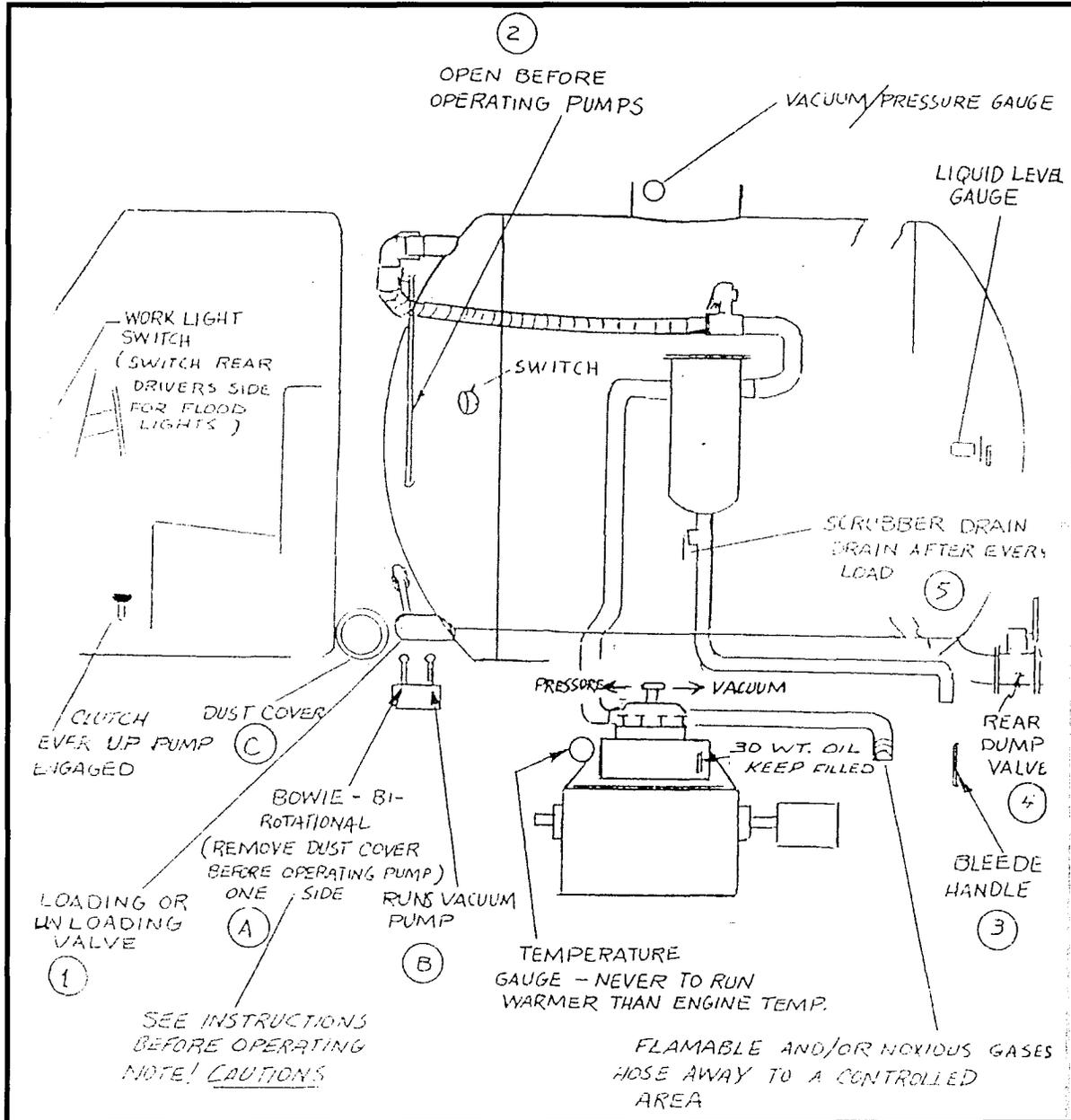
**33CFR 154.1035 (a)(2) (continued) - Physical Description of the Mobile Transfer Facility**



Everglades Waste Removal Services, LLC, utilizes several semi-trailers, as depicted below to off-load oily bilge water and waste-waters from vessels. These tankers have sorbents and related spill gear and a fire extinguisher located in the under carriage compartment near the middle of the tank, they are also equipped with “No Smoking” signs.



**33CFR 154.1035 (a)(2) - Vacuum unit instruction sheet**



**33 CFR 154.1035 (a)(3) Facility Owner**

**Qualified Individual (QI):**

Cliff Berry Sr. – President, Everglades Waste Removal Services, LLC

Home Address:

4411 East Country Club Circle

Plantation, FL 33317

954.321.8978 (h)

954-325-7429 ©

Email: [KBerry@egwrs.com](mailto:KBerry@egwrs.com)

**24 Hour Emergency  
Contact Phone Number:  
(954) 527-9939**



## EMERGENCY RESPONSE ACTION PLAN

### 33CFR 154.1035 (b)(1) – Spill Reporting Procedures: (Notification Procedures)

The following numbers should be utilized when reporting a spill into or upon the navigable waters of the United States.

### **(A) Everglades Waste Removal Services, LLC**

Qualified Individual: Cliff Berry, Sr.      Alt Qualified Individual: David Sills  
Alt Qualified Individual: Ken Berry

#### OIL SPILL EMERGENCY TELEPHONE NUMBERS

**Master Oil Spill Response Number:                      (954) 763-5455**

#### **Contact in the following priority:**

David Sills: Alt QI	(954) 864-6009
Ken Berry: Alt QI	(617) 510-8000
Cliff Berry, Sr.: QI	(954) 325-7429

<b>Cliff Berry Sr.</b> (H) (954) 321-8978	<b>ALT Q1 -</b> David Sills
(M) (954) 325-7429	(M) (954) 864-6009
	<b>ALT Q1 -</b> Ken Berry
	(M) (617) 510-8000

When reporting a spill, the PIC should be prepared to report the following information. (Use of form 1 (pg. 13) is recommended to assist in coordinating the collection of information pertinent to the spill).

### **(B) National Response Center**

1-800-424-8802 (24 hours)

National Response Center Commercial Number (202) 267-2675

<b>Sector Miami Zone:</b>	<b>Sector Miami:</b>	305-535-4300
		305-732-0160 (pager)
	<b>Group Miami:</b>	305-535-4313

**Department of Natural Resources**  
**Florida Marine Patrol**  
1-800-342-5367 (24 hours)

**Oil Spill Response Company**  
**Cliff Berry, Incorporated**

**(800) 899-7745**

**Report The Following Information:**

1. Name, Address and Phone Number of Person Reporting the Incident;
2. Exact Location of the Spill;
3. Name, Mailing Address and Telephone Number of the Responsible Party;
4. Date and Time the Spill Occurred;
5. Name of the Material Spilled;
6. Estimated Quantity Spilled Into Coastal Waters;
7. Source of Spilled Material;
8. Cause of the Spill (if known);
9. Containment and Clean-up actions taken;

**33 CFR 154.1035 (b)(1)(a) FIGURE 1**

FIGURE 1.—INFORMATION ON DISCHARGE \*  
[Involved Parties]

(A) Reporting party	(B) Suspected responsible party
Name	Name
Phone(s)	Phone(s)
Company	Company
Position	Organization Type:
Address	Private citizen
	Private enterprise
	Public utility
	Local government
	State government
	Federal government
City	City
State	State
Zip	Zip

\* It is not necessary to wait for all information before calling NRC, National Response Center—1-800-424-8802

Were materials Discharged (Y/N)?

Calling for Responsible Party (Y/N)

**Incident Description**

Source and/or Cause of Incident

Date - - - Time  
Cause

Incident Address/Location      Nearest City  
Distance from City  
Storage Tank Container Type—Above ground (Y/N)      Below ground (Y/N)      Unknown

**Facility Capacity**

Tank Capacity  
Latitude Degrees  
Longitude Degrees  
Mile Post or River Mile

**Materials**

Discharge Unit of Quantity	Measure	Discharged Material	Quantity in Water

**Response Action**

Actions Taken to Correct or Mitigate Incident

**Impact**

Number of Injuries	Number of Fatalities
Were there Evacuations (Y/N/U)?	Number Evacuated
Was there any Damage (Y/N/U)?	Damage in Dollars

**Additional Information**

Any information about the Incident not recorded elsewhere in the report

**Caller Notifications**

USCG	EPA	State	Other

## MOBILE TRANSFER FACILITY EMERGENCY RESPONSE PLAN

1. Stay with the vehicle Until Help Arrives.
2. Call 911 for FIRE, MEDICAL or POLICE assistance.
3. Contact Emergency Response Team using numbers on Page 7.
4. Dike off or Boom liquids from entering sewers, storm drains or water ways.
5. Follow Emergency Plan for further containment.

### Emergency Response Plan:

1. This Emergency Response Plan is not all inclusive, but designed to provide a guide for appropriate actions in the event of a spill. The most important thing to remember is to remain calm and try to get the situation under control as soon as possible.
2. DO NOT PANIC, REMAIN CALM. Examine your own condition first. If you or anyone with you is injured call for medical assistance.
3. Assess the extent of rupture or damage to the vehicle or hoses. CLOSE OFF any valves, hatches or hose connections; secure out flow.
4. Evaluate the degree of contamination to the environment and estimate the number of gallons spilled.
5. If possible, pump liquid back into the tank, even if the tank is ruptured. This will recycle the spilled oil to the truck's tank rather than spreading it onto the ground.
6. Do your best to Dike Ahead of the Spill to prevent oil from entering storm sewers and/or waterways.
7. Figure 1, 33 CFR 154.1035, follow as page 10. Along with the emergency information guidelines listed in this manual, Figure 1 may be used to collect and report information on the discharge of product into the navigable waters of the United States.
8. Initial notification must not be delayed pending collection of all information.

### **33 CFR 154.1035 (b)(2)-Facilities Spill Management Procedures**

- A. Average most probable discharge is 60 gallons
- B. Maximum most probable discharge is 600 gallons
- C. Worst case discharge is 6,000 gallons

#### **Person-In-Charge Responsibilities/Duties When Transferring and Pumping in order to mitigate a discharge:**

It shall be the responsibility of the Person-In-Charge to monitor the condition of the hose connections and to ensure that no leaks or overflows occur. It is also mandatory that the Person-In-Charge maintain physical presence in the vicinity of the truck. In the event of an emergency, the Person-In-Charge should: shut down the operations, initiate containment actions and do notifications prescribed on pages 7 and 8.

The Person-In-Charge must check that the length of hose is sufficient to accommodate any vessel movement within the limits of its moorings. Further, that the hose is supported in a manner to prevent excessive strain on the hose couplings and that the hose has no kinks, loose connections, bulges, soft spots or cuts that penetrate the first layer of the hose reinforcement. It is the responsibility of the Person-In-Charge to monitor the condition of the hose connections during the entire transfer evolution.

Each truck is equipped with portable 5 gallon drip pans for collecting any leakage that may occur at the hose connections. One of the portable drip pans is used at the truck hose connection, and a portable pan is deployed at hose connections between lengths of hose in the event that more than a single length of hose is employed. Any hose connections between hoses must be secured with tape or wire to prevent accidental opening or release. Further, Everglades Waste Removal Services, LLC has retrofitted its tank trailers with cam-lock fittings at the hatch cover loading points to eliminate non-secure connections to the tanker during transfer operations. In addition, flexiboom is provided for use between the vessel and the dock. Flexiboom deployment instructions are included at the end of this manual.

Upon the completion of the operation and after the vacuum pump has been shut down, the hose should be drained back into the truck. After draining the hose line, the truck valve should then be closed and checked to assure closure. **The vessel-end of the hose must be retrieved before the hose end is disconnected and capped off.**

In the event that the delivering unit is not able to utilize its on-board pumping system; Everglades Waste Removal Services, LLC will set up, operate and monitor an auxiliary pumping system. This system will consist of a portable auxiliary pump placed on-board the delivering unit. This auxiliary pumping system will be under the control of the Everglades Waste Removal Services, LLC PIC. All other requirements for the Marine –

Cargo Transfer will remain in effect as per this manual.

**Emergency Shutdown:**

Coast Guard rules and regulations stipulate that the Emergency Shutdown be capable of stopping the flow within 60 seconds after an emergency occurs. Therefore, it is mandatory that during transfer operations the PIC maintains physical presence in the vicinity of the truck in order to shut down the operation.

1. Stay with the vehicle Until Help Arrives.
2. Call 911 for FIRE, MEDICAL or POLICE assistance.
3. Contact Emergency Response Team using numbers on page 7.
4. Dike off or Boom liquids from entering sewers, storm sewers or water ways.  
Follow Emergency Plan for further containment.

**33CFR 154.1035 (b) (2) (ii)** - Spill mitigation prioritized procedures

For all discharges listed above Cliff Berry, Inc. (CBI) will provide the cleanup and waste disposal services for EVERGLADES WASTE REMOVAL SERVICES, LLC. CBI provides all labor, supervision, equipment, and machinery (fully maintained and operational), material, small tools, consumable supplies, safety equipment and personnel protection, transportation, temporary facilities, and all other items of expense required to perform and complete emergency cleanup, waste transfer, and disposal.

CBI holds an OSRO classification by the United States Coast Guard (0048) for River/Canal and Inland operating environments as: level MM through W3 and MM respectfully. Accordingly, CBI has access to and the ability to deploy all the materials required for spill clean-up.

Facility personnel responsible for performing prioritized specified procedures and actions to be taken in the event of a discharge are listed in following subsections.

**33CFR 154.1035 (b) (2) (ii)** – Spill mitigation scenarios

**(A) Failure of Manifold and Mechanical Loading Arm, Other Transfer Equipment, or Hoses.**

Upon discovery of any transfer equipment failure, the PIC will do the following:

- a. Immediately notify vessel to shut down all transfer operations.
- b. Shut down all shore side pumps and close all manifold valves.
- c. Notify facility management of situation (if not already aware).

If a spill occurs, facility management will do the following:

- a. Put into action the facility's Operations Manual. This includes notifying all appropriate agencies and notifying identified responders and contracted cleanup personnel.
- b. Assess situation and, if needed, deploy any spill containment equipment on-site.
- c. Continuously monitor situation and react to changing conditions.

**(B) Tank Overfill**

Upon discovery of a tank overfill, the operator will do the following:

- a. Immediately secure the source of the flow of product to the tank. If the source is from a vessel transfer, the vessel would be ordered to shut down the transfer. If the source is an internal transfer, the pump providing the flow would be secured.
- b. Close the tank valve. If product is in dike area, close closest valve to tank. No personnel should enter dike area if product is present without proper monitoring equipment.
- c. Notify facility management of situation (if not already aware).

If a spill occurs, facility management will do the following:

- a. Put into action the facility's Operations Manual. This includes notifying all appropriate agencies and notifying identified responders and contracted cleanup personnel.
- b. Assess situation and, if needed, deploy any spill containment equipment on-site.
- c. Continuously monitor situation and react to changing conditions.

**(C) Tank Failure**

Upon discovery of a tank failure, the operator will do the following:

- a. Secure the flow of any product to the tank, if applicable.
- b. Notify facility management of situation (if not already aware).
- c. Transfer any product remaining in the tank to another storage area.

If a spill occurs, facility management will do the following:

- a. Put into action the facility's Operations Manual. This includes notifying all appropriate agencies and notifying identified responders and contracted cleanup personnel.
- b. Assess situation and, if needed, deploy any spill containment equipment on-site.
- c. Continuously monitor situation and react to changing conditions.

**(D) Piping Rupture**

Upon discovery of a piping rupture, the operator will do the following:

- a. Secure flow through the pipeline by securing pumps or closing supply valves, as appropriate.

- b. If possible, re-route any flow upstream from the rupture.
- c. Notify facility management of situation (if not already aware).
- d. Provide temporary containment equipment at point of rupture until designated cleanup contractors arrive.

Facility management will do the following:

- a. Put into action the facility's Operations Manual. This includes notifying all appropriate agencies and notifying identified responders and contracted cleanup personnel.
- b. Assess situation and, if needed, deploy any spill containment equipment on-site.
- c. Continuously monitor situation and react to changing conditions.
- d. When deemed safe, initiate repair of pipeline.

**(E) Piping Leak**

Upon discovery of an explosion or fire, facility personnel will do the following:

- a. Secure flow through the pipeline by securing pumps or closing supply valves, as appropriate.
- b. Notify facility management of situation (if not already aware).
- c. If possible, re-route any flow upstream from the leak.
- d. Provide temporary containment equipment at point of leak until designated cleanup contractors arrive.

Facility management will do the following:

- a. Put into action the facility's Operations Manual. This includes notifying all appropriate agencies and notifying identified responders and contracted cleanup personnel.
- b. Assess situation and, if needed, deploy any spill containment equipment on-site.
- c. Continuously monitor situation and react to changing conditions.

**(F) Explosion Or Fire** Upon discovery of an explosion or fire, facility personnel will do the following:

- a. Report explosion or fire to the necessary authorities. (call 911)
- b. Evacuate all personnel to a safe distance if necessary.
- c. If product is flowing into affected area, secure flow.

If a spill occurs, facility management will do the following (after conferring with appropriate fire fighting officials):

- a. Put into action the facility's Operations Manual. This includes notifying all appropriate agencies and notifying identified responders and contracted cleanup personnel.
- b. Assess situation and, if needed, deploy any spill containment equipment on-site.
- c. Continuously monitor situation and react to changing conditions.

**(G) Equipment Failure**

Upon discovery of any equipment failure, facility personnel will do the following:

- a. Secure any flow of product associated with equipment to prevent possible spills, if applicable.
- b. Secure any valves associated with the equipment which can aid in preventing possible spills.
- c. Notify facility management of situation (if not already aware).

If a spill occurs, facility management will do the following:

- a. Put into action the facility's Operations Manual. This includes notifying all appropriate agencies and notifying identified responders and contracted cleanup personnel.
- b. Assess situation and, if needed, deploy any spill containment equipment on-site.
- c. Continuously monitor situation and react to changing conditions.

**33CFR 154.1035 (b) (2) (iii)** - Equipment list and personnel responsibilities for average most probable discharge.

Equipment lists for the local facilities is located in appendices. The local facility equipment and personnel is adequate to mitigate an average most probable discharge.

**In the Event of a Spill, the following procedures are to be followed:**

**SPILLS ON WATER:**

Call for appropriate lengths of Booms and Sweeps to contain the spill. Until additional help arrives, use any materials available (such as tree branches, extension hoses or floatable materials) to prevent the spread of the oil. Skim oil into the truck if possible. Determine the direction of water flow and set booms to dam the oil until help arrives.

**SPILLS ON PAVEMENT:**

Call for Booms and Pads in quantities appropriate for the spill. Use booms to contain the spill by wiping them in a circular motion. Use the truck's pump with skimmer to remove oil. If spill is too large for booms: A) call for sand and contain spreading of the oil by using sand to circle the spill. B) call for vacuum truck, steamer and backhoe. Remove oil-soaked sand onto plastic tarps and cover sand with additional tarps to prevent rain from spreading the oil. Steam or power-wash the ground to remove residue.

**SPILLS ON SOIL:**

Call for earth moving equipment (Loader, Backhoe, Dump truck) and sand. Determine direction of oil flow and excavate an area for the oil to flow into. Contain spill area with a sand berm. Pump liquid oils to the truck. Prepare a plastic tarp and sand berm on an area of clean ground. Remove oil-soaked soil to a tarp while making sure that the soil is contained by the tarp and berm. Have backhoe remove soil one foot below the surface or until visually clean. Call for additional assistance to remove the soil for treatment.

**REMOVING OIL-SOAKED SORBENT MATERIAL:**

Place all used sorbent material in double, heavy-gauge plastic bags. The Clean-Up Contractor will have these bags picked up and disposed of at an appropriate facility. Do not make bags (filled with contaminated soil) heavier than approximately 40 pounds each.

**33 CFR 154.1035 (b)(3)-Facilities Response Activities**

The PIC is responsible for the following, prior to the QI arriving:

**THE FOLLOWING ARE THE DUTIES OF THE PIC**

1. Activate internal alarms and hazard communication systems to notify all personnel.
2. Notify all personnel, as needed.
3. Identify the character, exact source, amount, and extent of the release, as well as the other items needed for notification.
4. Notify and provide necessary information to the appropriate Federal, State, and local authorities with designated response roles, including the National Response Center, State Emergency Response Commission, and Local Emergency Planning Committee.
5. Assess the interactions of the discharged substance with water and/or other substances and notify personnel at the scene of the assessment.
6. Assess the possible hazards to human health and the environment due to the release.
7. Assess and implement prompt removal actions to contain and remove the substance released.

8. Coordinate rescue and response actions as previously arranged with all response personnel.
9. Use authority to immediately access company funding to initiate cleanup activities.
10. Direct cleanup activities until properly relieved of the responsibility.

**33CFR 154.1035 (b) (3) (ii) – (154.1026)**

**Qualified Individuals Granting Authority:**

The QUALIFIED INDIVIDUALS listed in the notification portion of this plan have unconditional authority from Everglades Waste Removal Services, LLC to implement the facility response plan, activate and contract with the necessary oil spill removal organizations, act as liaison and communicate directly with the predesignated Federal On-Scene Coordinator and obligate, either directly or through prearranged contracts, any funds required to carry out all necessary or directed oil spill response activities. These individuals are available on a 24-hour basis and are able to arrive at the facility within a reasonable amount of time. These individuals are familiar with the implementation of the facility response plan and have been trained in their responsibilities under the plan. The individuals designated as QI and Alternate QI are authorized to commit the resources needed to carry out this plan.

**In the event that it is necessary to activate the Spill Management team, roles shall be filled as follows:**

- A. Command and Control:
  1. **David Sills - Company Alternate Qualified Individual**
  2. **Ken Berry - Company Alternate Qualified Individual**
  3. **Cliff Berry Sr. - Company Qualified Individual**
- B. Public Information: Manager: Manager from Oil Spill Clean-up Company: Cliff Berry, Inc.
- C. Safety: Manager from Oil Spill Clean-up Company: Cliff Berry, Inc
- D. Liaison: Manager from Oil Spill Clean-up Company: Cliff Berry, Inc.
- E. Operations: Manager from Oil Spill Clean-up Company: Cliff Berry, Inc.
- F. Planning: Manager from Oil Spill Clean-up Company: Cliff Berry, Inc.
- G. Logistics: Manager from Oil Spill Clean-up Company: Cliff Berry, Inc.
- H. Finance: Manager from Oil Spill Clean-up Company: Cliff Berry, Inc.

**Notes:**

1. Exact names of roles filled by the Oil Spill Clean-up Company-Cliff Berry, Inc. Managers will be determined by the Oil Spill Clean-up Company, Cliff Berry, Incorporated's On-Scene Senior Manager.

2. In the event there is a time delay in the arrival of the Qualified and Alternate Qualified, the Clean-up Contractor-Cliff Berry, Incorporated's On-Scene Senior Manager shall assume Command and Control of the entire response until the arrival of the Qualified or Alternate Qualified.
3. Cliff Berry, Inc. holds an OSHA Classification (0048) for COTP Miami, Tampa, Jacksonville, and Port Canaveral.

### **33 CFR 154.1035 (b) (4)-Sensitive Areas**

Everglades Waste Removal Services, LLC maintains a copy of the Area Contingency Plan (ACP) for the South Florida Zone at our office at 701 Southeast 32<sup>nd</sup> Court, Suite 201, Fort Lauderdale, FL. 33316. Annexes of the COTP Area Contingency Plan, identifies areas of economic importance and environmental sensitivity, which could be potentially impacted. Additionally, they provide the stated response strategy the COTP intends to use and expects spill clean-up organizations to follow. Everglades Waste Removal Services, LLC, uses the ACP during its response to spills. As such, the ACP sensitive area maps (as well as supporting materials) will be utilized by our response personnel in the event of a release and response effort.

Current copies of area contingency plans can be located at:

<http://www.uscg.mil/vrp/acp/acp.shtml>

### **33 CFR 154.1035 (b) (5)-Disposal Plan Requirements**

Disposal of all recovered oil and contaminated material produced will be properly disposed of at a Licensed/Permitted Facility in accordance with all Federal, State and Local Laws and Requirements.

Disposal will be handled by the disposal coordinator.

**Note:**

Place all used absorbent material in double, heavy gauge plastic bags. The disposal coordinator will have these bags picked up and disposed of at a Licensed Facility. Do not make bags (filled with contaminated soil) heavier than approximately 40 lbs. each.

### **33 CFR 154.1035 (c) Training and Exercises**

#### **(1) – Training Procedures:**

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Everglades Waste Removal Services, LLC  
Last Revised: October 10, 2017

All personnel acting on behalf of EWRS and specifically as a "Person in Charge," undergo a comprehensive training program, including OSHA 29 CFR 1910.120 (40 hour course), consisting of the following:

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

All training records are located at EWRS, LLC's Fort Lauderdale office at 701 SE 32<sup>nd</sup> Court, Suite 201, Fort Lauderdale, FL. 33316. All records are maintained for a minimum of 3 years.

**(2) – Volunteer Training**

EWRS would not utilize volunteers to engage in spill cleanup operations as the resources within the company combined with the industry partners are more than sufficient for cleanup operations.

**(3) – Exercise Procedures**

EWRS conducts internal QI notification drills quarterly, but utilizes Cliff Berry Inc. (CBI) for meeting the exercise requirements. CBI is an active participant of the USCG PREP Program. This is an unsupervised program; all records of completed drills are located at the CBI Pt Everglades office at 851 Eller Drive, Ft Lauderdale, FL 33316. All records are maintained for a minimum of 3 years. These drills are designed so that all components of the response plan are exercised at least once every three years. Both announced and unannounced drills are to be performed in the following frequencies:

1. Facility equipment deployment drills are conducted semiannually. The unannounced drill may be credited toward one of the semiannual drills.
2. Spill management team table top drills will be conducted annually. In a 3 year period at least one of these includes a worst case discharge scenario.

**33 CFR 154.1035 (d) - Plan review and update procedures**

The Facility Response Plan is reviewed at least annually by the Facility Manager and updates or changes are noted in the Record of Changes log and submitted to the COTP on a cover letter describing the changes. The Facility Manager will submit the FRP to the appropriate U.S.C.G. office for review and approval at least every five years. All approved updates will be included in the working FRP and all plan holders will be notified of updates.

In the event of a discharge, a post discharge review and incident report will be completed by the Facility Manager. The report will be submitted to the EWRS Owner for management review and evaluation of the effectiveness of the FRP. If discrepancies are identified, changes to the plan will be implemented, noted in the Record of Changes, and a report submitted to the appropriate U.S.C.G authority.

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**Everglades Waste  
Removal Services, LLC**

**Appendix A  
Facility Specific Information**

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**33 CFR 154.1035(e)(1) - Geographic Location of Collection & Transfer Facilities:**

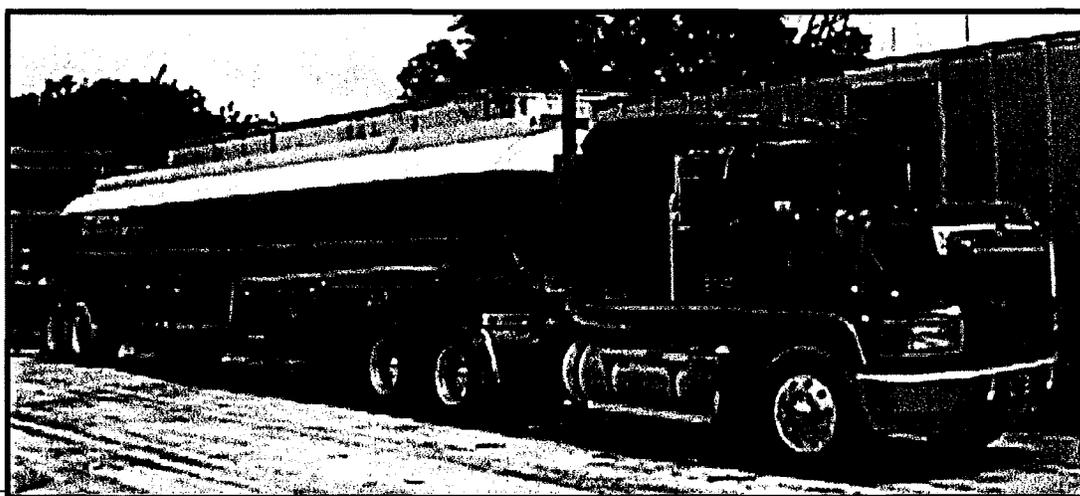
Everglades Waste Removal Services, LLC mobile transfer facilities operate within the COTP Miami Zone. Wastes that are collected are transferred to a 3<sup>rd</sup> party licensed waste oil collection and processing facility located in Florida.

Everglades Waste Removal Services, services the following vessels in transfers: pleasure yachts, tugs, barges, ferries and cruise ships.

**33 CFR 154.310 (a)(2) – Physical Description of the Mobile Transfer Facility:**

This manual is for mobile transfer facilities. Mooring areas, transfer locations and other related site-specific requirements vary with each transfer. However, when doing a mobile transfer with a vessel, before signing a Declaration of Inspection, the Person in Charge will verify that the appropriate safety precautions are taken prior to commencement of any transfer operations.

Everglades Waste Removal Services, LLC has three vehicle types in its fleet, which may be used in mobile transfers. They are: vacuum trucks, semi-tractor trailers and frac tanks. The vacuum trucks use onboard vacuum pumps to draw oils and oily wastes into their tanks, the semi-trailer tankers receive oils and oily wastes when pumped from the vessel. The vacor is listed as a separate vehicle type due to its capability to collect and deposit soils & sludge into drums without contaminating the truck's tank. A photo of each type is provided below. Also included is an instruction sheet showing the proper operation controls for the vacuum trucks pumps.

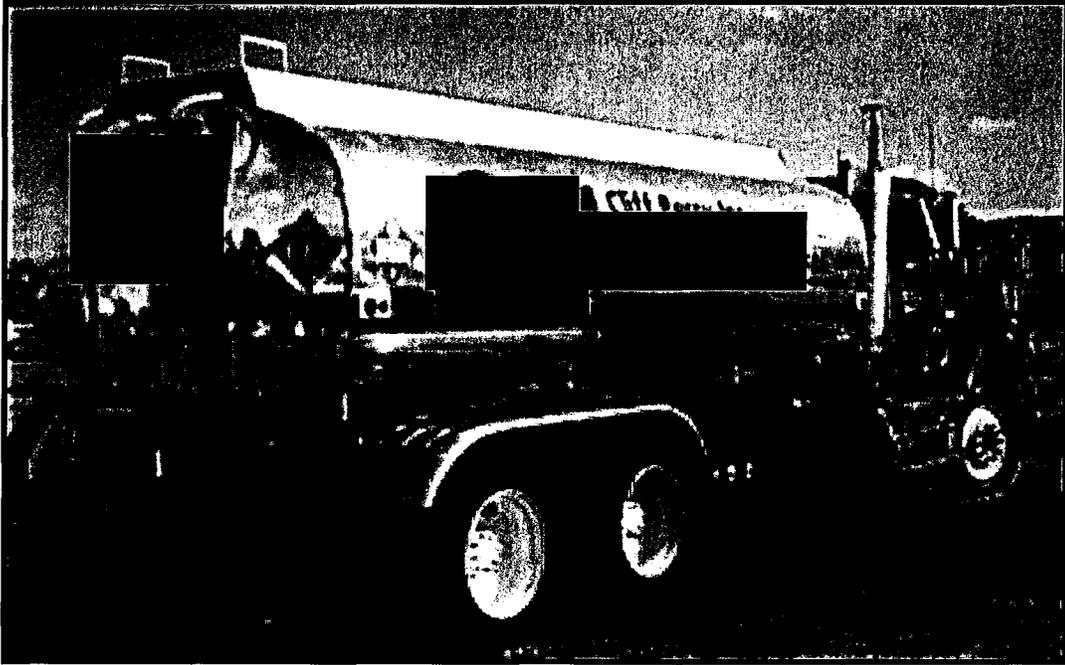


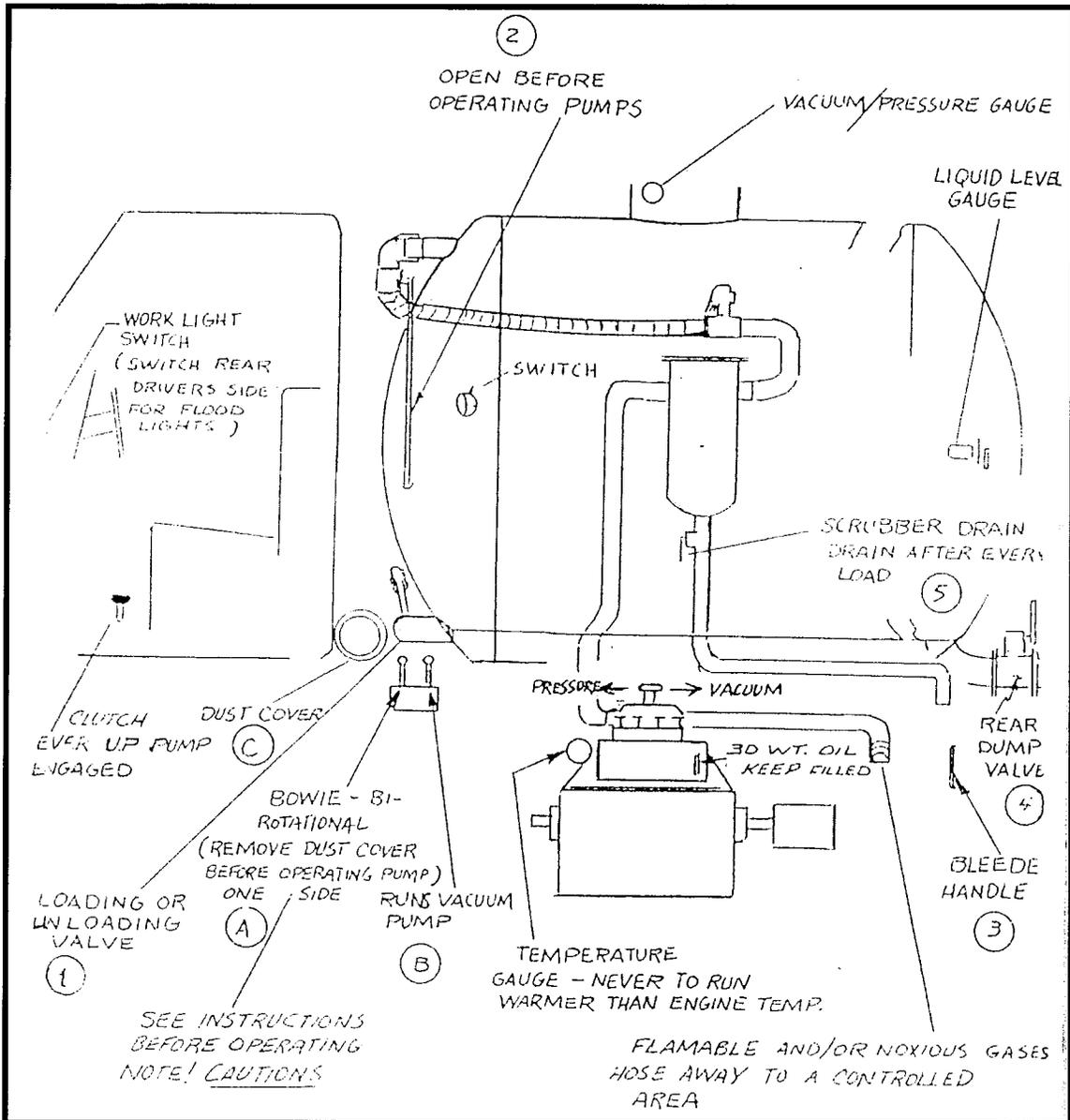
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Everglades Waste Removal Services, LLC utilizes several semi-trailers, as depicted above, to off-load oily bilge water and waste-waters from vessels. These tankers have sorbents and related spill gear and a fire extinguisher located in the under carriage compartment near the middle of the tank. The shut-off valve is located at the point of connection on the receiving facility where the PIC is located at all times during the transfer.

**33 CFR 154.310 (a)(2) – Physical Description of the Mobile Transfer Facility (continued):**







33 CFR 154.310 (a)(2) - Vacuum unit inst 1

**33 CFR 154.310 (a)(3) – Hours of Operation:**

Office: 0800 to 1700 Monday through Friday  
 Operations: 24 Hours - 7 Days per Week  
 Emergencies: 24 Hours - 7 Days per Week

Persons on Duty

Office: Two  
 Truck Drivers: Three (minimum)

**33 CFR 154.310 (a)(4) – Number of Vessels Serviced Simultaneously:**

Each mobile facility is assigned to only one vessel during the duration of the transfer. Transfers from more than one vessel are not conducted simultaneously. (The only exception would be the use of the mobile transfer facility during an emergency response to an oil spill.) In this instance, while under the direction of the cognizant COTP or his representative, there may be occasions where it may be deemed appropriate to transfer from more than one vessel, if doing so would mitigate the harmful effects of a pollution incident upon the environment. All transfers involving a vessel are from the vessel to the mobile facility. (Removal operations)

Everglades Waste Removal Services, LLC's mobile transfer facilities are set up and capable of servicing a wide range of vessels. The vessels serviced range from small yachts and coastal freighters to large passenger cruise liners and container vessels.

Everglades Waste Removal Services, LLC has the following inventory of vehicles that can transfer oil or hazardous materials from a Vessel and may be used in a Transfer.

<u>VEH #</u>	<u>DESCRIPTION</u>	<u>CAPACITY</u>
EVT-02	1995 Int'l Vacuum Truck	3,000 GAL
EVT-04	1994 Vacuum Truck	3,000 GAL.
EVT-05	1996 Vac Con Truck	3,000 GAL.

<u>VEH #</u>	<u>DESCRIPTION</u>	<u>CAPACITY</u>
ETT-02	1977 Fruehauf Tank Trailer	9,000 GAL
ETT-03	1987 Fruehauf Tank Trailer	9,000 GAL
ETT-04	1992 Fruehauf Tank Trailer	9,000 GAL
ETT-06	1981Heil Tank Trailer	9,000 GAL
ETT-07	1978 Fruhauf Tank Trailer	9,000 GAL
ETR-02	1998 Mack Tractor	NA

ETR-03 1992 Mack Tractor NA

<u>VEH #</u>	<u>DESCRIPTION</u>	<u>CAPACITY</u>
ETR-04	1995 Mack Tractor	NA
ETR-05	1995 Mack Tractor	NA
ETR-06	2001 Mack Tractor	NA
ETR-08	1991 Mack Tractor	NA
ETR-09	1990 Mack Tractor	NA
ETR-10	1998 Mack Tractor	NA
EST-01	1986 Interstate Cargo Trailer	NA
EST-02	2002 Pace Cargo Trailer	NA
EWT-01	1991 Mack	NA

<u>VEH #</u>	<u>DESCRIPTION</u>	<u>CAPACITY</u>
EFT-01	2003 Dragon Frac.Tank	21,000 Gal.

<u>VEH #</u>	<u>DESCRIPTION</u>	<u>CAPACITY</u>
EBT-01	1995 Int'l Box Truck	NA
EBT-02	2000 Int'l Box Truck	NA

**33 CFR 154.310 (a)(5) - Products Transferred:**

Products Transferred:

- Sewage
- Industrial Water
- NO. 6 Oil – Heavy Fuel Oil
- NO. 2 Oil – Diesel Fuel
- Jet A Kerosene
- Gasoline
- Oily water

**Sewage**

- A. The generic or chemical name: Sewage
- B. A description of the appearance and odor: dark liquid with strong odor of feces
- C. The physical and chemical characteristics: human waste, biological breakdown products and toilet rinse water
- D. The hazards involved in handling, including discharges: sewage may contain Bloodborne pathogens including Hepatitis B, Hepatitis C and HIV virus.
- E. Firefighting procedures and effective extinguishing agents: none required as this material is non-flammable

**Industrial water**

- A. The generic or chemical name: industrial water
- B. A description of the appearance and odor: light or dark liquid with mild non-descriptive or acrid chemical odor
- C. The physical and chemical characteristics: wash water that may possess a pH 2 – 12.5 characteristic. Typical sources are boiler or heat exchanger wash waters possessing acidic properties (pH 2 to 7) or vessel grey water (from sinks and showers) possessing alkali properties (pH 7 – 12.5). These wash waters are nonhazardous per EPA.
- D. The hazards involved in handling, including discharges: exposure to sensitive tissue may cause conditions ranging from mild irritation to chemical degradation depending on concentration and exposure time.
- E. Firefighting procedures and effective extinguishing agents: none required as this material is non-flammable

#### **NO. 6 Oil – Heavy Fuel Oil**

- A. The generic or chemical name: Number 6 Oil – Heavy Fuel Oil
- B. A description of the appearance and odor: dark liquid with strong petroleum and rotten egg odors
- C. The physical and chemical characteristics: heavy lubricating oil containing petroleum distillates. Poorly refined oil that mirrors crude oil in many of its characteristics and properties; thick and barely pourable at room temperature
- D. The hazards involved in handling, including discharges: exposure to sensitive tissue may cause conditions ranging from mild irritation to chemical degradation depending on concentration and exposure time. Discharge to water creates a thick oil slick that sticks to marine life, vegetation and rock outcroppings. Challenging to remove from the environment; physical removal with pumps and oil spill removal equipment will be effective on free floating material, however, power washing or thinning with diesel or the use of surfactants may be required to remove once adhered to marine life, vegetation or soils. Dispersants may require extended time and agitation in order to obtain the desired result.
- E. Firefighting procedures and effective extinguishing agents: the material is classified as an OSHA Combustible with a Flash Point of 140F; a Class B fire may ignite if the material is heated above the Flash Point however a fire is unlikely if spilled into the environment as at normal temperatures and pressures the material does not produce an ignitable vapor.

#### **NO. 2 Oil – Diesel Fuel**

- A. The generic or chemical name: Diesel fuel
- B. A description of the appearance and odor: light tan liquid with a strong petroleum odor
- C. The physical and chemical characteristics: fuel oil containing petroleum

- distillates. A refined oil; thin and pourable at room temperature
- D. The hazards involved in handling, including discharges: exposure to sensitive tissue may cause irritation depending on concentration and exposure time. Discharge to water creates a thin fast-spreading oil slick that harms marine life and discolors vegetation. Physical removal with pumps and oil spill removal equipment will be effective on free floating material and is readily removed from marine life using mild soap. Vegetation or soil exposure is typically conducted as a remediation. Dispersants should be fast-working to obtain the desired result. Large spills may produce strong petroleum odors and irritate the skin therefore Level C personal protective equipment including an oil vapor cartridge is recommended.
  - E. Firefighting procedures and effective extinguishing agents: the material is classified as an OSHA Combustible with a Flash Point of 125F; a Class B fire may ignite if the material is heated above the Flash Point however a fire is unlikely if spilled into the environment. At normal temperatures and pressures the material does not produce an ignitable vapor.

#### **Jet A - Kerosene**

- A. The generic or chemical name: Jet A - Kerosene
- B. A description of the appearance and odor: light tan or clear liquid with a strong petroleum odor
- C. The physical and chemical characteristics: fuel oil containing petroleum distillates. A refined oil; thin and pourable at room temperature
- D. The hazards involved in handling, including discharges: exposure to sensitive tissue may cause irritation depending on concentration and exposure time. Discharge to water creates a thin fast-spreading oil slick that harms marine life and discolors vegetation. Physical removal with pumps and oil spill removal equipment will be effective on free floating material and is readily removed from marine life using mild soap. Vegetation or soil exposure is typically conducted as a remediation. Dispersants should be fast-working to obtain the desired result. Large spills may produce strong petroleum odors and irritate the skin therefore Level C personal protective equipment including an oil vapor cartridge is recommended.
- E. Firefighting procedures and effective extinguishing agents: the material is classified as an OSHA Flammable with a Flash Point of 100F; a Class B fire may ignite if the material is heated above the Flash Point; a fire is possible if spilled into the environment onto hot surfaces or working equipment as the material may produce an ignitable vapor.

#### **Gasoline**

- A. The generic or chemical name: Gasoline
- B. A description of the appearance and odor: a clear liquid with a very strong sometimes stifling petroleum odor

- C. The physical and chemical characteristics: fuel oil containing petroleum distillates. A refined oil; thin and easily pourable at room temperature
- D. The hazards involved in handling, including discharges: exposure to sensitive tissue may cause irritation depending on concentration and exposure time. Discharge to water creates a thin fast-spreading oil slick that harms marine life and discolors vegetation. In warm climates this material may vaporize into the air and off water and soil surfaces to some extent. Physical removal with pumps and oil spill removal equipment will be effective on free floating material and is readily removed from marine life using rinse water and mild soap. Vegetation or soil exposure is typically conducted as a remediation if it persists. Dispersants should be fast-working to obtain the desired result. Large spills may produce strong petroleum odors and irritate the skin therefore Level C personal protective equipment including an oil vapor cartridge is recommended.
- E. Firefighting procedures and effective extinguishing agents: the material is classified as an OSHA Flammable with a Flash Point of -45F (minus 45F); a Class B fire will likely ignite if the material is heated above the Flash Point; a fire is possible if spilled into the environment onto hot surfaces or working equipment as the material is very likely to produce an ignitable vapor.

#### **Oily water**

- A. The generic or chemical name: oily water
- B. A description of the appearance and odor: light or dark liquid with a mild petroleum and rotten egg odor
- C. The physical and chemical characteristics: water and oil mixture with typically low oil concentration
- D. The hazards involved in handling, including discharges: exposure to sensitive tissue may cause irritation depending on concentration and exposure time. Discharge to water creates a thin fast-spreading oil slick that may harm marine life and discolor vegetation. Physical removal with pumps and oil spill removal equipment will be effective on free floating material and is readily removed from marine life using rinse water and mild soap. Vegetation or soil exposure is typically conducted as a remediation. Dispersants should be fast-working to obtain the desired result. Large or small spills typically do not produce conditions requiring more than Level D personal protective equipment.
- E. Firefighting procedures and effective extinguishing agents: the material is not classified for flammability; a Class B fire is unlikely; if spilled into the environment at normal temperatures and pressures the material does not produce an ignitable vapor.

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**Everglades Waste  
Removal Services, LLC**

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**Appendix B  
List of Contacts**



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**Everglades Waste  
Removal Services, LLC**

**Appendix C  
Equipment List and Records**

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**33 CFR 154.1035 (e)(3)**

Everglades Waste Removal Services, LLC has contracted Cliff Berry, Inc. (CBI) to respond to all oil spills.

Cliff Berry, Inc., holds an OSRO classification by the United States Coast Guard (0048) for the River/Canal and Inland operating environments as: level MM through W3 and MM respectfully. Accordingly, CBI has access to and the ability to deploy all the materials required for spill clean-up. CBI's current classification matrix may be found at: <http://www.uscg.mil/hq/nswfweb/nswfcc/ops/OSRO/links/osroinfoonclassifiedosro.html>. The time limit for a response at Port Everglades is 45 minutes, time limits for a response at the Port of Miami or the Miami River is 45 minutes. In addition to their Port Everglades location, Cliff Berry, Incorporated has offices in Miami at 3033 NW North River Drive, in Tampa at 5218 Saint Paul Street, in Fort Pierce at 400 Angle Road, in Cape Canaveral: 5855 Industrial Drive, and in Jacksonville: 5218 Talleyrand Road.

**OSRO EQUIPMENT LIST**

ST41	STORAGE TRAILER	GREAT DANE BOX TRL	FLL-FLEX
ST43	STORAGE TRAILER	RESPONSE TRAILER	FLL-FLEX
ST44	STORAGE TRAILER	ASPT BOOM TRAILER	FLL-FLEX
ST48	STORAGE TRAILER	GREAT DANE 43' BOX TRL	FLL-FLEX
PT17	PUMP TRUCK	Paramount MC406AL Truck Tank	Ft Lauderdale
PT20	PUMP TRUCK	KENWORTH T800 Cab & Chassis	Ft Lauderdale
PT21	PUMP TRUCK	FREIGHTLINER PUMP TRUCK	Ft Lauderdale
PT22	PUMP TRUCK	FREIGHTLINER PUMP TRUCK	Ft Lauderdale
PT23	SEWER TRUCK	FORD F800 SEWER MAINT TRUCK	Ft Lauderdale
PW60	PRESSURE WASHER	HOMEMADE	Ft Lauderdale
PW61	PRESSURE WASHER	HOMEMADE	Ft Lauderdale
RT15	ROLLOFF TRUCK	AUTO CAR ROLLOFF TRUCK	Ft Lauderdale
RT16	ROLLOFF TRUCK	KENWORTH ROLLOFF TRUCK	Ft Lauderdale
		1988 HYUNDAI 20' CONTAINER	
ST82	STORAGE TRAILER	CHASSIS ST82	Ft Lauderdale
		1987 HYUNDAI 20' CONTAINER	
ST83	STORAGE TRAILER	CHASSIS ST83	Ft Lauderdale
		1988 HYUNDAI 20' CONTAINER	
ST84	STORAGE TRAILER	CHASSIS ST84	Ft Lauderdale
		1988 HYUNDAI 20' CONTAINER	
ST85	STORAGE TRAILER	CHASSIS ST85	Ft Lauderdale
		1988 HYUNDAI 20' CONTAINER	
ST86	STORAGE TRAILER	CHASSIS ST86	Ft Lauderdale
		1999 WABASH DURAPLATE 53'	
ST88	STORAGE TRAILER	AIR RIDE ST88	Ft Lauderdale

ST89	STORAGE TRAILER	1999 WABASH DURAPLATE 53' AIR RIDE ST89	Ft Lauderdale
ST99	STORAGE TRAILER	2006 EX612SA STORAGE TRAILER	Ft Lauderdale
SV129	SERVICE VEHICLE	INTERNATIONAL BOX TRUCK	Ft Lauderdale
SV131	SERVICE VEHICLE	F350 KING RANCH	Ft Lauderdale
SV134	SERVICE VEHICLE	Ford E350 Super Duty S/A Van Truck	Ft Lauderdale
SV135	SERVICE VEHICLE	Chevy Truck Colorado 2 WD	Ft Lauderdale
TR54	TRACTOR	Freightliner Hackney Fire Support Tr	Ft Lauderdale
TR55	TRACTOR	PETERBILT SEMI W/PTO	Ft Lauderdale
TR56	TRACTOR	PETERBUILT TR	Ft Lauderdale
TR57	TRACTOR	PETERBUILT DAY CAB TRUCK	Ft Lauderdale
ME	MISC. EQUIP.	Mercury Analyzer	Ft. Lauderdale
AC	AIR COMPRESSOR	Mariner Diesel Compressor	Ft. Lauderdale
AC02	AIR COMPRESSOR	GRIMM A/COMP	Ft. Lauderdale
AC04	AIR COMPRESSOR	JOY A/COMP	Ft. Lauderdale
AC05	AIR COMPRESSOR	SULLIVAN A/COMP	Ft. Lauderdale
AC07	AIR COMPRESSOR	SULLAIR A/COMP	Ft. Lauderdale
AC10	AIR COMPRESSOR	INGERSOL RAND A/C	Ft. Lauderdale
AC16	AIR COMPRESSOR	2010 HMDE AC COMPRESSOR AC16	Ft. Lauderdale
AC17	AIR COMPRESSOR	SPEEDAIRE AC	Ft. Lauderdale
AC18	AIR COMPRESSOR	SPEEDAIRE AC	Ft. Lauderdale
B01	BOAT	LOWE 14' (ALUM)	Ft. Lauderdale
B04	BOAT	SEACRAFT 19'	Ft. Lauderdale
B05	BOAT	ROUGHNECK JON 16'	Ft. Lauderdale
B10	BOAT	OMC 15'	Ft. Lauderdale
B11	BOAT	SEA NYMPH 13' ALUM BOAT	Ft. Lauderdale
B12	BOAT	MONARK ALUM 26' (push)	Ft. Lauderdale
B13	BOAT	ALUM BOAT 19'	Ft. Lauderdale
B14	BOAT	CAROLINA SKIFF 19'	Ft. Lauderdale
B17	BOAT	CAROLINA SKIFF	Ft. Lauderdale
B19	BOAT	SCARIANO 36'	Ft. Lauderdale
B21	BOAT	HOMEMADE 20' ALUM	Ft. Lauderdale
B22	BOAT	MONARK JOHN BOAT	Ft. Lauderdale
B23	BOAT	MONARK JOHN BOAT	Ft. Lauderdale
B24	BOAT	MONARK JOHN BOAT	Ft. Lauderdale
B28	BOAT	ALUM WORKBOAT 26'	Ft. Lauderdale
B29	BOAT	FIRE BOAT 26'	Ft. Lauderdale
B31	BOAT	24' CAROLINA SKIFF	Ft. Lauderdale
B32	BOAT	ALUMACRAFT 20' JOHN	Ft. Lauderdale
B33	BOAT	ALUMACRAFT 20' JOHN	Ft. Lauderdale

B34	BOAT	ALUMACRAFT 20' JOHN	Ft. Lauderdale
B35	BOAT	ALUMACRAFT 20' JOHN	Ft. Lauderdale
B36	BOAT	ALUMACRAFT 20' JOHN	Ft. Lauderdale
B48	BOAT	30' Boom Platform Boat	Ft. Lauderdale
BM	BOAT MOTOR	30 Yamaha 2000 Model 30 MSHY	Ft. Lauderdale
BM	BOAT MOTOR	30 Yamaha 2000 Model 30 MSHY	Ft. Lauderdale
BM3	BOAT MOTOR	Boat Engine	Ft. Lauderdale
BM4	BOAT MOTOR	Boat Engine	Ft. Lauderdale
BM5	BOAT MOTOR	Boat Engine	Ft. Lauderdale
BM6	BOAT MOTOR	Boat Engine	Ft. Lauderdale
BM7	BOAT MOTOR		Ft. Lauderdale
BT01	BOAT TRAILER	ROCKET TRAILER 25'	Ft. Lauderdale
BT03	BOAT TRAILER	HITCH TRAILER	Ft. Lauderdale
BT04	BOAT TRAILER	ROUGHNECK TRAILER	Ft. Lauderdale
BT05	BOAT TRAILER	AQUASPORT TRAILER	Ft. Lauderdale
BT14	BOAT TRAILER	HOMEADE TRL 2 TIER	Ft. Lauderdale
BT18	BOAT TRAILER	MAGIC TILT TRAILER	Ft. Lauderdale
BT19	BOAT TRAILER	CONTINENTAL	Ft. Lauderdale
BT20	BOAT TRAILER	ROCKET TRAILER	Ft. Lauderdale
BT23	BOAT TRAILER	CONTINENTAL TRAILER	Ft. Lauderdale
C07	CONST EQUIP	580 SUPER K	Ft. Lauderdale
C12	CONST EQUIP	HOLLAND SKID STEER (BOBCAT)	Ft. Lauderdale
C18	CONST EQUIP	JOHN DEERE 310SE	Ft. Lauderdale
CT01	CONST TRAILER	LOWBOY TR/AC6	Ft. Lauderdale
CT02	CONST TRAILER	FONTAINE TRAILER	Ft. Lauderdale
CT03	CONST TRAILER	FRUEHAUF TRAILER	Ft. Lauderdale
CT06	CONST TRAILER	POWERPACK TRAILER	Ft. Lauderdale
CT07	CONST TRAILER	POWERPACK TRAILER	Ft. Lauderdale
CT08	CONST TRAILER	TANK/TRAILER	Ft. Lauderdale
CT10	CONST TRAILER	TANK/TRAILER	Ft. Lauderdale
CT12	CONST TRAILER	MILER WILDER TRAILER	Ft. Lauderdale
CT14	CONST TRAILER	1979 FLATBED TRAILER	Ft. Lauderdale
CT15	CONST TRAILER	FLATBED TRAILER	Ft. Lauderdale
CT16	CONST TRAILER	FLATBED TRAILER	Ft. Lauderdale
CT19	CONST TRAILER	LIGHT TOWER SET	Ft. Lauderdale
CT20	CONST TRAILER		Ft. Lauderdale
CT21	CONST TRAILER	HOTSYS/TANK	Ft. Lauderdale
CT22	CONST TRAILER	FILTER TRAILER	Ft. Lauderdale
CT23	CONST TRAILER	PUMP TRAILER	Ft. Lauderdale
CT24	CONST TRAILER	PUMP TRAILER	Ft. Lauderdale
CT25	CONST TRAILER	HYDROBLASTER	Ft. Lauderdale

CT26	CONST TRAILER	UTILITY TRLR FLATBED	Ft. Lauderdale
CT28	CONST TRAILER	ECONOLINE TRLR 23'BED	Ft. Lauderdale
CT29	CONST TRAILER	ECONOLINE TR 20' BED	Ft. Lauderdale
CT30	CONST TRAILER	FRUEHAUF FLATBED	Ft. Lauderdale
CT31	CONST TRAILER	FLAT BED (HMDE)	Ft. Lauderdale
CT36	CONST TRAILER	ISO chassis	Ft. Lauderdale
CT43	CONST TRAILER	Steel Container	Ft. Lauderdale
CT44	CONST TRAILER	Steel Container	Ft. Lauderdale
CT45	CONST TRAILER	Steel Container	Ft. Lauderdale
CT46	CONST TRAILER	Steel Container	Ft. Lauderdale
CT49	CONST TRAILER	1000 Gal Double Wall Tank	Ft. Lauderdale
CT50	CONST TRAILER	VERIZON TRAILER 6' HMDE	Ft. Lauderdale
CT51	TRAILER	NRC FLAT BED TRAILER	Ft. Lauderdale
CT52	TRAILER	TRAILER	Ft. Lauderdale
CT53	CAMPER TRAILER	FLEETWOOD CARAVAN TRAILER	Ft. Lauderdale
DT01	DUMP TRAILER	WARRANT DUMP TRAILER	Ft. Lauderdale
FL10	FORKLIFT	TOYOTA FORKLIFT	Ft. Lauderdale
FL16	FORKLIFT	KOMATSU FG25T-14 350LB FORKLIFT	Ft. Lauderdale
FL17	FORKLIFT	YALE FORKLIFT	Ft. Lauderdale
FT02	FRAC TANK	FRAC TANK	Ft. Lauderdale
FT03	FRAC TANK	FRAC TANK	Ft. Lauderdale
FT08	FRAC TANK	FRAC TANK	Ft. Lauderdale
FT09	FRAC TANK	FRAC TANK	Ft. Lauderdale
FT11	FRAC TANK	FRAC TANK	Ft. Lauderdale
FT13	FRAC TANK	FRAC TANK	Ft. Lauderdale
FT16	FRAC TANK	FRAC TANK	Ft. Lauderdale
FT18	FRAC TANK	FRAC TANK	Ft. Lauderdale
FT20	FRAC TANK	2010 Menard 500 Barrel Portable Frac Tank	Ft. Lauderdale
FT21	FRAC TANK	2011 Menard 500 Barrel Portable Frac Tank	Ft. Lauderdale
FT22	FRAC TANK	HY TECH 500 BARREL PORTABLE FLAT TOP FRAC TANK	Ft. Lauderdale
FT23	FRAC TANK	DELTA TANK 500 BARREL PORTABLE FLAT TOP FRAC TANK	Ft. Lauderdale
ISOT 107		1 x 20' TANK CONTAINER,IMO 1, 25K Liter	Ft. Lauderdale
ISOT 108		20' ISO TANK	Ft. Lauderdale
ISOT 109		20' ISO TANK	Ft. Lauderdale
ISOT 110		20' TANK CONTAINER	Ft. Lauderdale
ISOT 111		20' TANK CONTAINER	Ft. Lauderdale

ISOT 114		ISO TANK CONTAINER	Ft. Lauderdale
ISOT 115		ISO TANK CONTAINER	Ft. Lauderdale
ISOT 116		ISO TANK CONTAINER	Ft. Lauderdale
ISOT 117		ISO TANK CONTAINER	Ft. Lauderdale
ISOT 118		ISO TANK CONTAINER	Ft. Lauderdale
ISOT 119		ISO TANK CONTAINER	Ft. Lauderdale
ISOT 120		ISO TANK CONTAINER	Ft. Lauderdale
ISOT 121		ISO TANK CONTAINER	Ft. Lauderdale
ME	MISC. EQUIP.	3 Copus Portable Ventilation Fan Multi-Skimmer w/Diesel power pack 24	Ft. Lauderdale
ME	MISC. EQUIP.	600000 Gal. Storage Tank	Ft. Lauderdale
ME	MISC. EQUIP.	Maxcrete IV National Crane (SN#18719) attached to 1987 Ford Truck, ID#	Ft. Lauderdale
ME	MISC. EQUIP.	1fdpx84n4hva23479 Terex TC4485 Crane (SN#4401298089) attached to 1999 Sterling Truck ID#	Ft. Lauderdale
ME	MISC. EQUIP.	2FZNDJBB4XA985905	Ft. Lauderdale
ME	MISC. EQUIP.	Diesel Water Blaster 6K	Ft. Lauderdale
ME	MISC. EQUIP.	Diesel Water Blaster 10K	Ft. Lauderdale
ME	MISC. EQUIP.	32 x 8 Mobile Office Trailer	Ft. Lauderdale
PP01	POWER PACK	4CY Hydraulic Power Plant PAC	Ft. Lauderdale
PP02	POWER PACK	4cyl hydraulic Power Plant PAC	Ft. Lauderdale
PP03	POWER PACK	Sloan Pump with power unit & hose	Ft. Lauderdale
PP04	POWER PACK	Sloan Pump with Power Unit Power pack - American Industrial	Ft. Lauderdale
PP05	POWER PACK	LP30045 Power pack - American Industrial	Ft. Lauderdale
PP07	POWER PACK	LP30045	Ft. Lauderdale
PT02	PUMP TRUCK	INT'L PUMP TRUCK	Ft. Lauderdale
PT04	PUMP TRUCK	INT'L PUMP TRUCK	Ft. Lauderdale
PT07	PUMP TRUCK	PETERBILT PUMP TRUCK	Ft. Lauderdale
PUMP1	PUMP	ANI Submersible Sewage Pump	Ft. Lauderdale
PUMP2	PUMP	Kruncher Oil Can Crusher	Ft. Lauderdale
PUMP3	PUMP	6" Hydraulic Submersible Pump	Ft. Lauderdale
PUMP4	PUMP	3" Wildon Dbl. Diaphragm Pump	Ft. Lauderdale
PUMP5	PUMP	2" Trash Pump	Ft. Lauderdale
PUMP6	PUMP	4" Sludge Master Pumping System	Ft. Lauderdale

PUMP8	PUMP	SCREW PUMP	Ft. Lauderdale
PUMP9	PUMP	SCREW PUMP	Ft. Lauderdale
R01	ROLLOFF	ROLLOFF BOX	Ft. Lauderdale
R02	ROLLOFF	ROLLOFF BOX	Ft. Lauderdale
R03	ROLLOFF	ROLLOFF BOX	Ft. Lauderdale
R04	ROLLOFF	ROLLOFF BOX	Ft. Lauderdale
R05	ROLLOFF	ROLLOFF BOX	Ft. Lauderdale
R06	ROLLOFF	ROLLOFF BOX	Ft. Lauderdale
R07	ROLLOFF	ROLLOFF BOX	Ft. Lauderdale
R08	ROLLOFF	ROLLOFF BOX	Ft. Lauderdale
R09	ROLLOFF	VACUUM BOX	Ft. Lauderdale
R10	ROLLOFF	VACUUM BOX	Ft. Lauderdale
R11	ROLLOFF	ROLLOFF BOX	Ft. Lauderdale
R12	ROLLOFF	ROLLOFF BOX	Ft. Lauderdale
R13	ROLLOFF	ROLLOFF BOX	Ft. Lauderdale
R14	ROLLOFF	ROLLOFF BOX	Ft. Lauderdale
R15	ROLLOFF	ROLLOFF TANK	Ft. Lauderdale
R16	ROLLOFF	ROLLOFF TANK	Ft. Lauderdale
R17	ROLLOFF	ROLLOFF FLATBED	Ft. Lauderdale
R18	ROLLOFF	ROLLOFF BOX(DEWATERING)	Ft. Lauderdale
R19	ROLLOFF	SLUDGE BOX	Ft. Lauderdale
R20	ROLLOFF	SLUDGE BOX	Ft. Lauderdale
R22	ROLLOFF	VACUUM BOX	Ft. Lauderdale
R24	ROLLOFF	ROLLOFF BOX (FILTERS)	Ft. Lauderdale
R25	ROLLOFF	ROLLOFF BOX (ASH)	Ft. Lauderdale
R26	ROLLOFF	ROLLOFF TRAILER	Ft. Lauderdale
R26	ROLLOFF	ROLLOFF FLATBED	Ft. Lauderdale
R31	ROLLOFF	SLUDGE BOX	Ft. Lauderdale
R32	ROLLOFF	SLUDGE BOX	Ft. Lauderdale
R36	ROLLOFF	BENLEE 25'11" SUPERMINI ROLLOFF TRAILER	Ft. Lauderdale
R37	ROLLOFF	GHMC HOIST ROLLOFF TR	Ft. Lauderdale
R38	ROLLOFF	20 CY ROLLOFF CONTAINER	Ft. Lauderdale
R39	ROLLOFF	20 CY ROLLOFF CONTAINER	Ft. Lauderdale
R40	ROLLOFF	20 CY ROLLOFF CONTAINER	Ft. Lauderdale
R41	ROLLOFF	20 CY ROLLOFF CONTAINER	Ft. Lauderdale
R42	ROLLOFF	20 CY ROLLOFF CONTAINER	Ft. Lauderdale
ST02	STORAGE TRAILER	SPILL TRAILER (HOMEMADE) P.E.	Ft. Lauderdale
ST03	STORAGE TRAILER	GREAT DANE TR (DROP DECK)	Ft. Lauderdale
ST04	STORAGE TRAILER	42' BOX TRAILER - WP	Ft. Lauderdale
ST05	STORAGE TRAILER	40' TRAILER - ABSORBENT	Ft. Lauderdale
ST06	STORAGE TRAILER	18 1/2' BOX TRAILER	Ft. Lauderdale

ST08	STORAGE TRAILER	REMKE RESPONSE TRAILER 14'	Ft. Lauderdale
ST100	FLAT BED TRAILER	FRUEHAUF FLATBED TRAILER	Ft. Lauderdale
ST101	FLAT BED TRAILER	GREAT DANE FLATBED TRAILER	Ft. Lauderdale
ST102	FLAT BED TRAILER	Anderson Manufacturing Inc ENCLOSED CARGO TRAILER 2	Ft. Lauderdale
ST103	STORAGE TRAILER	AXLE 16'	Ft. Lauderdale
ST11	STORAGE TRAILER	CARGO TRAILER	Ft. Lauderdale
ST12	STORAGE TRAILER	WELLS CARGO UTILITY TR	Ft. Lauderdale
ST15	STORAGE TRAILER	BOOM TRAILER	Ft. Lauderdale
ST16	STORAGE TRAILER	TRAILER -VT22 HOSES	Ft. Lauderdale
ST17	STORAGE TRAILER	TANK TRAILER	Ft. Lauderdale
ST18	STORAGE TRAILER	BOX TRAILER 48'	Ft. Lauderdale
ST19	STORAGE TRAILER	TRAILER VT23 HOSES	Ft. Lauderdale
ST21	STORAGE TRAILER	CARGO TRAILER	Ft. Lauderdale
ST26	STORAGE TRAILER	KENT BOOM TRAILER 40'	Ft. Lauderdale
ST27	STORAGE TRAILER	KENT TRAILER 45'	Ft. Lauderdale
ST28	STORAGE TRAILER	TRAILER	Ft. Lauderdale
ST33	STORAGE TRAILER	UTILITY TRAILER	Ft. Lauderdale
ST34	STORAGE TRAILER	UTILITY TRAILER	Ft. Lauderdale
ST36	STORAGE TRAILER	UTILITY TRAILER	Ft. Lauderdale
ST38	STORAGE TRAILER	UTILITY TRAILER	Ft. Lauderdale
ST39	STORAGE TRAILER	CAR TRAILER 20'	Ft. Lauderdale
ST40	STORAGE TRAILER	LUFKIN BOX TRAILER 40'	Ft. Lauderdale
ST49	STORAGE TRAILER	DRAGGIN 16'	Ft. Lauderdale
ST51	STORAGE TRAILER	MONON 53'	Ft. Lauderdale
ST52	STORAGE TRAILER	MONON 53'	Ft. Lauderdale
ST53	STORAGE TRAILER	MONON 53'	Ft. Lauderdale
ST57	STORAGE TRAILER	28' GREATDANE PUP	Ft. Lauderdale
ST58	STORAGE TRAILER	14' TILT TRAILER	Ft. Lauderdale
ST59	STORAGE TRAILER	MONON 53'	Ft. Lauderdale
ST60	STORAGE TRAILER	WABASH TRAILER	Ft. Lauderdale
ST65	STORAGE TRAILER	Better Built	Ft. Lauderdale
ST66	STORAGE TRAILER	FRUEHAUF TRAILER	Ft. Lauderdale
ST91	STORAGE TRAILER	HAWKEYE CONTAINER CHASSIS	Ft. Lauderdale
ST92	STORAGE TRAILER	HAWKEYE CONTAINER CHASSIS	Ft. Lauderdale
ST93	STORAGE TRAILER	JINDO CONTAINER CHASSIS	Ft. Lauderdale
ST94	STORAGE TRAILER	JINDO CONTAINER CHASSIS	Ft. Lauderdale
ST95	STORAGE TRAILER	SUPER MINI 26' STINGER TAIL	Ft. Lauderdale
ST97	STORAGE TRAILER	JNLN LIVE FLOOR TLR	Ft. Lauderdale
ST98	STORAGE TRAILER	CARGO TRAILER	Ft. Lauderdale
ST99	STORAGE TRAILER	20' WABA CHASIS	Ft. Lauderdale

SV101	SERVICE VEHICLE	CHEVY 2500HD-Utility Body	Ft. Lauderdale
SV102	SERVICE VEHICLE	CHEVY 2500HD-Crew Cab	Ft. Lauderdale
SV103	SERVICE VEHICLE	CHEVY 2500HD-Ext Cab	Ft. Lauderdale
SV104	SERVICE VEHICLE	INTL CURTAIN SIDE	Ft. Lauderdale
SV107	SERVICE VEHICLE	FORD F-250	Ft. Lauderdale
SV109	SERVICE VEHICLE	Nissan Morano	Ft. Lauderdale
SV111	SERVICE VEHICLE	Ford F-250	Ft. Lauderdale
SV113	SERVICE VEHICLE	Ford E-350	Ft. Lauderdale
SV114	SERVICE VEHICLE	Ford F-550 Diesel	Ft. Lauderdale
SV117	SERVICE VEHICLE	Ford F-250	Ft. Lauderdale
SV118	SERVICE VEHICLE	Ford F-350	Ft. Lauderdale
SV120	SERVICE VEHICLE	Ford F550	Ft. Lauderdale
SV126	SERVICE VEHICLE	Ford Ranger	Ft. Lauderdale
SV127	SERVICE VEHICLE	Ford F450	Ft. Lauderdale
SV138	SERVICE VEHICLE	Ford F-250	Ft. Lauderdale
SV34	SERVICE VEHICLE	INT'L BOX TRUCK	Ft. Lauderdale
SV36	SERVICE VEHICLE	FORD F350 P/U	Ft. Lauderdale
SV37	SERVICE VEHICLE	FORD F550 P/U	Ft. Lauderdale
SV38	SERVICE VEHICLE	FORD F550 P/U	Ft. Lauderdale
SV40	SERVICE VEHICLE	CHEVY 2500 P/U	Ft. Lauderdale
SV46	SERVICE VEHICLE	FORD F550	Ft. Lauderdale
SV47	SERVICE VEHICLE	FORD 550	Ft. Lauderdale
SV48	SERVICE VEHICLE	CHEVY 2500	Ft. Lauderdale
SV49	SERVICE VEHICLE	FORD WELDING RIG	Ft. Lauderdale
SV51	SERVICE VEHICLE	INT'L BOX (FILTERING)	Ft. Lauderdale
SV59	SERVICE VEHICLE	CHEVY 1500	Ft. Lauderdale
SV60	SERVICE VEHICLE	DODGE RAM VAN 3500	Ft. Lauderdale
SV64	SERVICE VEHICLE	FORD STAKEBED TR	Ft. Lauderdale
SV73	SERVICE VEHICLE	STERLING TEREX W/CRANE	Ft. Lauderdale
SV91	SERVICE VEHICLE	INT'L CARGO VAN	Ft. Lauderdale
SV94	SERVICE VEHICLE	FREIGHTLINER BOX TRUCK	Ft. Lauderdale
SV95	SERVICE VEHICLE	CHEVROLET PICKUP	Ft. Lauderdale
SV96	SERVICE VEHICLE	BUICK LUCERNE	Ft. Lauderdale
SV99	DO NOT USE		Ft. Lauderdale
TR16	TRACTOR	MACK TRACTOR	Ft. Lauderdale
TR23	TRACTOR	MACK TRACTOR	Ft. Lauderdale
TR24	TRACTOR	MACK TRACTOR	Ft. Lauderdale
TR25	TRACTOR	MACK TRACTOR	Ft. Lauderdale
TR26	TRACTOR	MACK TRACTOR	Ft. Lauderdale
TR28	TRACTOR	MACK TRACTOR	Ft. Lauderdale
TR30	TRACTOR	MACK TRACTOR	Ft. Lauderdale

TR31	TRACTOR	MACK TRACTOR	Ft. Lauderdale
TR32	TRACTOR	FORD TRACTOR	Ft. Lauderdale
TR33	TRACTOR	MACK TRACTOR	Ft. Lauderdale
TR39	TRACTOR	MACK TRACTOR	Ft. Lauderdale
TR40	TRACTOR	MACK TRACTOR	Ft. Lauderdale
TR41	TRACTOR	KENWORTH TRACTOR	Ft. Lauderdale
TR48	TRACTOR	PETERBILT TRACTOR	Ft. Lauderdale
TR63	TRACTOR	KENWORTH TRACTOR	Ft. Lauderdale
TR64	TRACTOR	KENWORTH TRACTOR	Ft. Lauderdale
TR65	TRACTOR	PETERBUILT 379 SLEEPER CAB	Ft. Lauderdale
TT02	TANK TRAILER	FRUEHAUF ALUM	Ft. Lauderdale
TT05	TANK TRAILER	ALLIED TANK TRAILER	Ft. Lauderdale
TT07	TANK TRAILER	FRUEHAUF ALUM	Ft. Lauderdale
TT27	TANK TRAILER	TANK TRAILER	Ft. Lauderdale
TT28	TANK TRAILER	PRESVAC VAC TRAILER (SS)	Ft. Lauderdale
TT31	TANK TRAILER	HEIL TRAILER	Ft. Lauderdale
TT32	TANK TRAILER	HEIL TRAILER	Ft. Lauderdale
TT33	TANK TRAILER	FRUEHAUF TRAILER 5 hole	Ft. Lauderdale
TT34	TANK TRAILER	HEIL TRAILER	Ft. Lauderdale
TT35	TANK TRAILER	VACUUM TANKER (Stainless)	Ft. Lauderdale
TT43	TANK TRAILER	DYNA-VAC TRAILER	Ft. Lauderdale
TT44	TANK TRAILER	HEIL TRAILER	Ft. Lauderdale
TT46	TANK TRAILER	FRUEHAUF TANKER	Ft. Lauderdale
TT47	TANK TRAILER	FRUEHAUF TANKER	Ft. Lauderdale
TT49	TANK TRAILER	KROHNER TANK TRAILER	Ft. Lauderdale
TT52	TANK TRAILER	TRAILMASTER-SINGLE HOLE	Ft. Lauderdale
TT55	TANK TRAILER	Fruehauf	Ft. Lauderdale
TT56	TANK TRAILER	Heil	Ft. Lauderdale
TT63	TANK TRAILER	HEIL TANKER SEMI TRAILER	Ft. Lauderdale
TT65	TANK TRAILER	HEIL	Ft. Lauderdale
TT66	TRAILMOBILE	28' SEMI TRAILER	Ft. Lauderdale
VT27	VAC TRUCK	FORD KING VAC	Ft. Lauderdale
VT32	VAC TRUCK	FORD VACTOR	Ft. Lauderdale
VT34	VAC TRUCK	FORD AEROMAX VAC TR	Ft. Lauderdale
VT35	VAC TRUCK	STERLING VACTOR	Ft. Lauderdale
VT42	VAC TRUCK	PETERBILT VAC	Ft. Lauderdale
VT44	VAC TRUCK	MACK VAC TRUCK	Ft. Lauderdale
VT48	VAC TRUCK	PETERBILT VAC TR	Ft. Lauderdale
VT52	VAC TRUCK	INTERNATIONAL	Ft. Lauderdale
VT54	VAC TRUCK	PETERBILT VAC TR	Ft. Lauderdale
VT56	VAC TRUCK	Mack CD713	Ft. Lauderdale

VT57	VAC TRUCK	FREIGHTLINER	Ft. Lauderdale
VT60	VAC TRUCK	WHITEGMC	Ft. Lauderdale
VT63	VAC TRUCK	KENWORTH	Ft. Lauderdale
VT65	VAC TRUCK	KENWORTH	Ft. Lauderdale
VT66	VAC TRUCK	STERLING	Ft. Lauderdale
VT71	VAC TRUCK	FREIGHTLINER FL 112	Ft. Lauderdale
	VAC TRUCK	MACK VAC TRUCK	Ft. Lauderdale
B03	BOAT	JON 14' ALUM	Ft. Pierce
B06	BOAT	LOWE JON 16'	Ft. Pierce
B25	BOAT	COMBEE AIRBOAT	Ft. Pierce
BT13	BOAT TRAILER	CONTINENTAL BOAT TR	Ft. Pierce
BT16	BOAT TRAILER	AIRBOAT TRAILER	Ft. Pierce
PT08	PUMP TRUCK	INT'L PUMP TRUCK	Ft. Pierce
PT15	PUMP TRUCK	FREIGHTLINER PUMP TRUCK	Ft. Pierce
PT16	PUMP TRUCK	PETERBILT PUMP TRUCK	Ft. Pierce
PT19	PUMP TRUCK	KENWORTH T800 Cab & Chassis	Ft. Pierce
ST01	STORAGE TRAILER	SUNCOAST TRAILER	Ft. Pierce
ST32	STORAGE TRAILER	UTILITY TRAILER	Ft. Pierce
SV112	SERVICE VEHICLE	Ford F-350	Ft. Pierce
SV116	SERVICE VEHICLE	Ford F-250	Ft. Pierce
SV132	SERVICE VEHICLE	FORD F250	Ft. Pierce
SV63	SERVICE VEHICLE	CHEVY 2500	Ft. Pierce
TR37	TRACTOR	MACK TRACTOR	FT. Pierce
TR43	TRACTOR	PETERBILT TRACTOR	Ft. Pierce
TR45	TRACTOR	PETERBILT TRACTOR	Ft. Pierce
TT09	TANK TRAILER	BUTLER ALUM TANK TR	Ft. Pierce
TT45	TANK TRAILER	FRUEHAUF TANKER	FT. Pierce
VT31	VAC TRUCK	PETERBUILT VAC TRUCK	Ft. Pierce

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Everglades Waste  
Removal Services, LLC

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Appendix D  
Communications Plan

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**33 CFR 154.1035 (e)(4)**

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Everglades Waste Removal Services, LLC Mobile Transfer Facilities are equipped with Cell Phones that work off repeaters throughout the state.

Primary forms of communications during a transfer are by means of cell phone or orally in person if the vessel's PIC is in person. Alternate forms of communication include cell phone to landline; or cell phone to Everglades Waste Removal Services office to cell phone, in the event that a conference call may be of use in speaking with multiple parties in the form of a conference call.

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Everglades Waste  
Removal Services, LLC

Appendix E  
Site Specific Safety and Health  
Plan

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**33 CFR 154.1035 (e)(5)**



**Site-Specific Safety & Health Plan  
(Short Form)**

CLIENT: \_\_\_\_\_ JOB LOCATION: \_\_\_\_\_  
 ADDRESS: \_\_\_\_\_ UNDERGROUND CLEARANCE #: \_\_\_\_\_  
 CLIENT CONTACT NAME: \_\_\_\_\_ CBI JOB #: \_\_\_\_\_  
 CLIENT CONTACT PHONE #: \_\_\_\_\_ CBI LOCATION: \_\_\_\_\_  
 DATE: \_\_\_\_\_ CBI PHONE #: \_\_\_\_\_  
 DAY DATE H & S REP.: \_\_\_\_\_  
 DESCRIPTION OF WORK: \_\_\_\_\_

EMERGENCY TELEPHONE NUMBERS  
 FIRE: \_\_\_\_\_ POLICE: \_\_\_\_\_ AMBULANCE/RESCUE: \_\_\_\_\_  
 HOSPITAL NAME & LOCATION: \_\_\_\_\_

**HAZARDS:**

<input type="checkbox"/> Toxic: _____	<input type="checkbox"/> Extreme Cold / Heat	<input type="checkbox"/> Soil Excavation	<input type="checkbox"/> Vehicle Traffic	<input type="checkbox"/> Hotsy / Water Blast
<input type="checkbox"/> Corrosive: _____	<input type="checkbox"/> Drains / Sumps	<input type="checkbox"/> Tank Excavation	<input type="checkbox"/> Hot Work	<input type="checkbox"/> Elevated Work Area
<input type="checkbox"/> Flammable: _____	<input type="checkbox"/> Sharp Objects	<input type="checkbox"/> Underground / Overhead Utilities	<input type="checkbox"/> Vapor / Guzzler	<input type="checkbox"/> Live Electrical Circuits
<input type="checkbox"/> Combustible: _____	<input type="checkbox"/> Drilling in Soil	<input type="checkbox"/> Trenching	<input type="checkbox"/> Ladders	<input type="checkbox"/> Pneumatic Tools
<input type="checkbox"/> Reactive: _____	<input type="checkbox"/> Lighting	<input type="checkbox"/> Floor Holes	<input type="checkbox"/> Noise	<input type="checkbox"/> Drum Handling
<input type="checkbox"/> Path Waste	<input type="checkbox"/> Slips / Trips / Falls	<input type="checkbox"/> Working on or near water	<input type="checkbox"/> Lifting	<input type="checkbox"/> Confined Space
<input type="checkbox"/> Asbestos	<input type="checkbox"/> Abrasive Blasting			

<input type="checkbox"/> Supplied Air Respirator	<input type="checkbox"/> Protective Coveralls	<input type="checkbox"/> Overboots	<input type="checkbox"/> Safety Glasses	<input type="checkbox"/> Hard Hats
<input type="checkbox"/> SAR with Egress Bottle	Type: _____	<input type="checkbox"/> Outer Gloves	<input type="checkbox"/> Chemical Goggles	<input type="checkbox"/> Eye Wash
<input type="checkbox"/> SCBA	<input type="checkbox"/> Fully Encapsulating Suit	Type: _____	<input type="checkbox"/> Face Shield	<input type="checkbox"/> Safety Shower
<input type="checkbox"/> Air Purifying Respirator	<input type="checkbox"/> Flash Suit	<input type="checkbox"/> Inner Gloves	<input type="checkbox"/> Lifebelt / Lanyard	<input type="checkbox"/> First-Aid Kit
Cartridge: _____	<input type="checkbox"/> Hearing Protection	Type: _____	<input type="checkbox"/> Communications	<input type="checkbox"/> Ventilation
<input type="checkbox"/> Barrier Cream	<input type="checkbox"/> Nomex Coveralls	<input type="checkbox"/> Reflective Vests	<input type="checkbox"/> PFD's	<input type="checkbox"/> Evacuation Plan
<input type="checkbox"/> Work Area Designated	<input type="checkbox"/> Bunker Suit	<input type="checkbox"/> Properly Sloped Excavation / Trench		

**FIRE SAFETY:**

<input type="checkbox"/> Alarm Box in Area	<input type="checkbox"/> Non-Sparking Tools	<input type="checkbox"/> Equipment Grounded & Bonded	<input type="checkbox"/> Hot Work Permit	<input type="checkbox"/> Fire Hose Laid Out
Location: _____			<input type="checkbox"/> Fire Blanket	<input type="checkbox"/> Area Kept Wet
<input type="checkbox"/> Water Hose Running	<input type="checkbox"/> Eliminate Ignition Sources	<input type="checkbox"/> Explosion Proof Equipment	<input type="checkbox"/> Smoking Area Designate	
<input type="checkbox"/> Fire Extinguisher	Type: _____		Location: _____	

**ISOLATE EQUIPMENT:**

<input type="checkbox"/> Establish Exclusion Zone	<input type="checkbox"/> Post Work Signs
<input type="checkbox"/> Stop Transfers	<input type="checkbox"/> Caution Tape Area
<input type="checkbox"/> Disconnect & Blank	<input type="checkbox"/> Eliminate Ignition Sources

**ELECTRICAL SAFETY:**

<input type="checkbox"/> Lock Out / Tag Out	<input type="checkbox"/> Non-Conductive Tools
<input type="checkbox"/> Equipment Grounded	
<input type="checkbox"/> GFCI	

CLIFF BERRY, INC. PERSONNEL (PRINT NAME & SIGNATURE)  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

AIR MONITORING TYPE OF METER: \_\_\_\_\_ DATE LAST CALIBRATED: \_\_\_\_\_  
(AIR MONITORING LOG ON 2<sup>ND</sup> SHEET)

SUBSTANCE	ACTION LEVELS		
	LEVEL B MAX	LEVEL C MAX	LEVEL D MAX

FORMAN'S COMMENTS / MINUTES OF SAFETY MEETING: \_\_\_\_\_  
 \_\_\_\_\_

HEALTH & SAFETY COMMENTS: \_\_\_\_\_  
 \_\_\_\_\_

FOREMAN'S SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_  
 Last Revised: October 2017 Page 1 of 2



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Everglades Waste  
Removal Services, LLC

Appendix F  
List of Acronyms and Definitions

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**33 CFR 154.1035 (e)(6) LIST OF ACRONYMS AND DEFINITIONS**

- **ACP – Area Contingency Plan**
- **CBI – Cliff Berry, Inc.**
- **COTP – Captain of the Port**
- **EWRS / EGWRS – Everglades Waste Removal Services, LLC**
- **DOI – Declaration of Inspection**
- **PIC – Person-In-Charge**
- **MSD – Marine Safety Department**
- **MSDS – Material Safety Data Sheet(s)**
- **PSI – Pounds per Square Inch (measurement of pressure volume)**

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Everglades Waste  
Removal Services, LLC

**Appendix G**  
**Cliff Berry, Inc: Emergency**  
**Response Contract; Personnel**  
**Training & Drills**

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## PERSONNEL TRAINING & DRILLS

Cliff Berry, Inc. is contracted by Everglades Waste Removal Services, LLC to perform OSRO services and as such, CBI maintains records sufficient to document training for the organization's personnel and can make these records available for inspection upon request.

Everglades Waste Removal Services, LLC operating personnel are instructed in the proper operation and maintenance of equipment to prevent the discharge of oil and applicable pollution control rules and regulations. They also receive spill prevention briefings at intervals frequent enough to assure adequate understanding of this plan.

The training of all appropriate personnel in the prompt and effective responses to an oil spill incident is an important aspect of Cliff Berry Inc.'s oil spill preparedness. Training is intended to assure that all personnel clearly understand the contents of this plan and their respective roles. Personnel also receive periodic familiarization training on the plan and training commensurate with their responsibilities to prepare them in carrying out their job responsibilities in a prompt and efficient fashion.

Since Cliff Berry, Inc. (CBI) also offers a contract service of twenty four (24) hour oil spill response, all personnel receive invaluable on the job training responding to real spill events. This practical application of oil spill mitigation techniques supplements the OSHA mandated Haz Woper training.

In addition to the above training, CBI has elected to implement the National Preparedness' for Response Exercise Program (PREP) to satisfy exercise requirements under the Oil Pollution Act of 1990 (OPA-90). The PREP is a unified, Federal effort which incorporates the exercise requirements of the U.S. Coast Guard (USCG), the Environmental Protection Agency (EPA) and the Research and Special Programs Administration (RSPA) Office of Pipeline Safety under the Department of Transportation.

**33 CFR 154.1035 (b) (4)** - Fish and Wildlife Sensitive Environments

- A. Environmental Sensitivity Index: East Florida. This identifies all fish and wildlife sensitive environments potentially impacted in the area of operations.
- B. Shoreline Habitat Descriptions. This describes the various types of shoreline habitats, predicted oil behavior, and appropriate response considerations.
- C. Calculation of the Planning Distance. (40CFR 112, appendix C, attachment III) This describes formulas used to determine distances from the point of discharge to the potential site of impact on moving and still waters.
- D. Guidelines for Interpreting ESI Maps and map legend.
- E. Environmental Sensitivity Index Maps. We use the ACP sensitive areas and response criteria. We also utilize the updated sensitive area maps located at: <http://ocean.floridamarine.org/ACP/MIAACP/Maps.html>



## WASTE TRANSPORTER LICENSE

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

License Number: WT-18-0023

This license is issued under the provisions of Chapter 27 of the Broward County Code of Ordinances hereinafter called the Code. The above-named applicant, hereinafter called Licensee, is hereby authorized to perform the work or operate the facility shown on the approved drawings, plans, documents, and specifications submitted by Licensee and made a part hereof and described specifically below. If no objection to this license is received within 14 days, you will be deemed to have accepted it and all the attached terms and conditions.

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

### Nature of Business:

#### *Sludge Hauling*

- Grease Trap
- Sewage from Lift Stations
- Storm & Sanitary Sewer Debris
- Sewage from Vessels

#### *Discarded Hazardous Material Hauling*

- Used Oil
- Nonhazardous Industrial Waste (Solid)
- Nonhazardous Industrial Waste (Liquid)
- Contaminated Soils

Prepared By: Didier Dupuy  
Application Received: 03/01/2018  
Date of Issue: 03/12/2018  
Renewal App. Due: 03/01/2020  
Expiration Date: 04/30/2020

  
Environmental Engineering and Permitting Division



Water and Wastewater Services  
2401 North Powerline Road, Pompano Beach, Florida 33069

**SEPTAGE RECEIVING FACILITY  
WASTE HAULER DISCHARGE PERMIT**

**Permit Number: 1165-17**

In accordance with the provisions of § Broward County Sewer Use Ordinance Chapter 34-140 (e) the conditions accompanying this Permit, and all applicable Federal and state laws or regulations, permission is hereby granted to:

**Name of Permittee: Everglades Waste Removal Services L.L.C.**

**Address: 701 SE 32 Court Suite 201**

**City, State & Zip: Ft. Lauderdale, FL 33316**

For the disposal of waste at the Broward County Septage Receiving Facility located at 3100 N. Powerline Road, Pompano Beach, Broward County, FL 33069.

This Permit is based on information provided by the permittee and is in effect for the period set forth below. The Permit may be suspended or revoked for noncompliance and is not transferable. If no objection to this permit is received within 15 days of receipt, Everglades Waste Removal Services L.L.C. will be deemed to have accepted it with all the terms and conditions.

Effective date: 7/31/2017

Expiration date: 9/30/2019

Mark Darmanin, Director, Water and Wastewater Operations Division  
Broward County Water and Wastewater Services (BCWWS)

Prepared by: Denise Ramos  
Prepared Date: August 1, 2017

Filing deadline for renewal is: July 31, 2019

ATTACHMENT S

USED OIL TRANSPORTER LICENSE



Florida Department of  
Environmental Protection

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

Rick Scott  
Governor

Carlos Lopez-Cantera  
Lt. Governor

Noah Valenstein  
Secretary

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February 27, 2018

Kenneth Berry  
Everglades Waste Removal Services LLC  
PO Box 22490

Fort Lauderdale, FL 33335

**BE IT KNOWN THAT**

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

Ft Lauderdale, FL 33316 4133

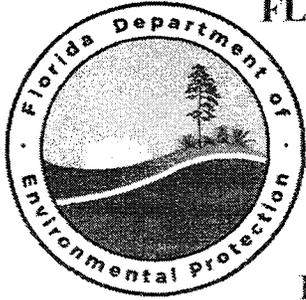
**IS HEREBY REGISTERED AS A USED OIL**

Transporter for Hire-Small, Filter Transporter

pursuant to Chapter 62-710, Florida Administrative Code (F.A.C)  
The Department of Environmental Protection hereby issues  
Registration Number **FLR000132506** on **February 27, 2018**  
Transporter Type: **Small For-Hire Transporter**

**This registration will expire on 06/30/2019**

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.



**FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION**

SOUTHEAST DISTRICT OFFICE  
3301 Gun Club Road, MSC 7210-1  
West Palm Beach, Florida 33406  
(561) 681-6600

**TERMINAL FACILITY  
DISCHARGE PREVENTION AND RESPONSE CERTIFICATE**

---

Issued to: **Cliff Berry, Inc.**

County: Broward

Address: 851 Eller Drive

Date: May 3, 2018

Fort Lauderdale, Florida 33316

This Discharge Prevention and Response Certifies that the holder has demonstrated to the Department satisfactory pollutant discharge Containment and cleanup capabilities to Section 376.065, Florida Statutes.

Issued By: \_\_\_\_\_

  
Signature of DEP Representative

Expires: Twelve (12) months after the date of issuance.

DEP Facility ID #: *NA*

**Florida Department of  
Environmental Protection**

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

Rick Scott  
Governor

Carlos Lopez-Cantera  
Lt. Governor

Noah Valenstein  
Secretary

**Receipt for Submission**

February 27, 2018

Kenneth Berry  
Everglades Waste Removal Services LLC  
701 SE 32nd Ct Ste 201

Ft Lauderdale, FL 33316 4133

Your application for Registration of a Used Oil Handler Facility for Everglades Waste Removal Services LLC (located at 701 SE 32nd Ct Ste 201 , Ft Lauderdale) is complete. Your facility identification number (EPA ID) is FLR000132506. This registration is valid until July 1, 2019. The receipt number for the registration fee you paid is 967185.

You must comply with the requirements specified in Chapter 62-710, Florida Administrative Code (F.A.C.) in order to maintain qualification for the registration program. A copy of Chapter 62-710 Used Oil Management Rules is attached.

If you need further information, please contact the Used Oil Program Coordinator at the above address, Mail Station 4560, telephone (850) 245-8707, or email [Used.Oil@dep.state.fl.us](mailto:Used.Oil@dep.state.fl.us).



## Florida Department of Environmental Protection

Marjory Stoneman Douglas Building  
3900 Commonwealth Boulevard  
Tallahassee, Florida 32399-3000

Rick Scott  
Governor

Carlos Lopez-Cantera  
Lt. Governor

Noah Valenstein  
Secretary

6/19/2018

Cliff Berry, Inc.  
Mr. Cliff Berry Sr.  
851 Eller Drive  
Fort 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, 2019**. 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 Mr. Shane Gibbs at (850) 245-2872 or via email at [Shane.Gibbs@dep.state.fl.us](mailto:Shane.Gibbs@dep.state.fl.us). You may also contact your District Emergency Response Manager to address any questions or issues regarding this program.

Sincerely,

A handwritten signature in blue ink, appearing to read "John Johnson".

John Johnson, Director  
Office of Emergency Response



Cliff Berry, Incorporated  
Environmental Services

P.O. Box 13079  
Fort Lauderdale, Florida 33316  
954-763-3390  
Fax: 954-764-0415  
Fort Lauderdale • Miami • Tampa • Fort Pierce  
Cape Canaveral • Jacksonville • Portsmouth, Virginia

**24 HOUR EMERGENCY NUMBER**  
**1-800-899-7745**

Discharge Cleanup Contractor  
Emergency Response Agreement  
For  
Terminal Facilities / Vessels

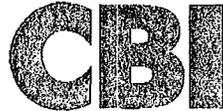


January 1, 2018

# **EMERGENCY RESPONSE AGREEMENT**

**24 HOUR EMERGENCY NUMBER  
800.899.7745**

By and Between



**CLIFF BERRY, INC.**  
P.O. Box 13079  
Port Everglades Station  
Fort Lauderdale, FL 33316  
Office: 954.763.3390  
Fax: 954.764.0415

And

**EVERGLADES WASTE REMOVAL SERVICES, LLC.**  
701 Southeast 32<sup>nd</sup> Court, Suite 201  
Fort Lauderdale, FL 33316  
ATTN: Ken Berry

**CUSTOMER NUMBER #:**

This agreement for Emergency Response Services (the "Agreement") is made this **1st day of January, 2018** between **CLIFF BERRY, INC.** with its principal offices located at 851 Eller Drive, Fort Lauderdale, FL 33316 and **EVERGLADES WASTE REMOVAL SERVICES, LLC.** (hereafter referred as the "Client") with its principal offices located at **701 Southeast 32<sup>nd</sup> Court, Suite 201, Fort Lauderdale, FL 33316.**

### RECITALS

**WHEREAS** Cliff Berry, Inc. 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, Inc. shall be hereinafter referred to as CBI; and

**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 Client's 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 four hour minimum that will be applied to the service order. In the event that CBI cannot 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 the services of CBI by telephone - 24 hours/day - 7 days/week - by calling its emergency number **800.899.7745**. When the Client requests CBI 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.

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 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, whereby a verbal "ORDER" followed by a written fax to CBI's corporate office (954-763-8375) 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 **\$ 0.00** 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 Client's collective bargaining agreements, or if the Client deems it 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:**

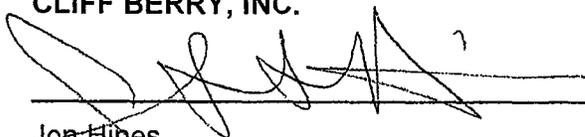
Unless otherwise stated, terms are **NET UPON RECEIPT OF INVOICE**. The parties further acknowledge making payment for all services provided by CBI as outlined under the terms set forth in this agreement. Failure to make timely payment will result in a 1.5% monthly interest penalty which is to be added 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.

COMPANY NAME: **EVERGLADES WASTE REMOVAL SERVICES, LLC.**

CLIENT SIGNATURE:   
CLIENT PRINTED: Kenneth Berry  
TITLE: Operations Manager  
DATE: ~~1/1/2018~~ 1/1/2018

Witnessed: **CLIFF BERRY, INC.**  
Authorized Signature:  12.18.17  
Signature Printed: Jon Hines  
Title: Area Manager for South Florida