

### 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

☐

MARINE TERMINAL SECURITY

FIREARMS CARRYING SECURITY PERSONNEL

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 compliance @ 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 compliance@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 compliance @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 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 14

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	14
MLS Ship Agent	14
Cliff Berry, Inc.	14
Norton Lilly	11
US Coast Guard	14
Various Tow Companies	11-13
Various Ship Agents	11

**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 14

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	14
Ship Supply - Ship Agent	14

**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 14

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	14
Ship Supply - Ship Agent	14

### 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 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 ☒

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 ☒

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

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

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

Yes ☐ No ☒

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

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

**Section L**

List four (4) credit references for the Applicant, one of 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 ☒  
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 ☒  
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 X No
2. Has the Applicant received within the past five (5) years or does the Applicant have pending any citations, notices of violations, warning notices, or civil penalties from the U.S. Coast Guard?  
Yes      No X
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 X No

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

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

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

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

### Section R

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

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

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

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

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

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

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

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

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

☒ **VESSEL SANITARY WASTE WATER REMOVAL**

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

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

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

☐ **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.



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.

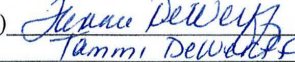
This application and all related records are subject to Chapter 119, F.S., the Florida Public Records Act.

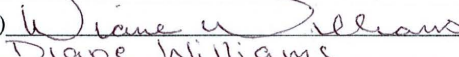
By its execution of this application, Applicant acknowledges that it has read and understands the rules, regulations, terms and conditions of the franchise it is applying for as set forth in Chapter 32, Part II, of the Broward County Administrative Code as amended, and agrees, should the franchise be 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 1/7/22

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

Witness Signature (\*Required\*)   
Witness name-typed or printed Tammi Dewey

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

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

Name Clifford Berry Sr. Title President

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

ATTACHMENT A

CURRENT OFFICERS & RESUME

**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.

ATTACHMENT B1

ARTICLES OF ORGANIZATION

**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 16th day of March, 2006.



Lora Poleg  
My Commission DD336154  
Expires September 07, 2008

  
NOTARY PUBLIC STATE OF FLORIDA

My Commission Expires:

### Statement Designating Registered Agent and Office

State of Florida ss  
County of Broward

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

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

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

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

Dated 3/10/06

Clifford L. Berry Sr.  
CLIFFORD L. BERRY SR.

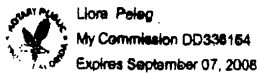
**STATE OF FLORIDA:**

SS

**COUNTY OF BROWARD**

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

SWORN TO and subscribed before me this 10th day of March, 2006.



Laura Peleg  
NOTARY PUBLIC STATE OF FLORIDA

My Commission Expires:

ATTACHMENT B2

BUSINESS HISTORY



#### **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.

ATTACHMENT C

CURRENT MANAGERIAL EMPLOYEES & WORK EXPERIENCE

**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.

**David C. Sills, Sr.**  
7074 N. W. 49<sup>th</sup> Street  
Lauderhill, FL 33319

**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 D

CERTIFICATE OF INSURANCE



# CERTIFICATE OF LIABILITY INSURANCE

CLIFBER-01

PATTERSONL

DATE (MM/DD/YYYY)  
12/21/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> License # 0E67768 Insurance Office of America 500 W. Cypress Creek Road Suite 320 Fort Lauderdale, FL 33309		<b>CONTACT</b> Lisa Patterson PHONE (A/C, No, Ext): (954) 334-2415 FAX (A/C, No): E-MAIL ADDRESS: Lisa.Patterson@ioausa.com	
		<b>INSURER(S) AFFORDING COVERAGE</b>	
		<b>INSURER A : Steadfast Insurance Company</b>	
		<b>INSURER B : Zurich American Insurance Company</b>	
		<b>INSURER C :</b>	
		<b>INSURER D :</b>	
		<b>INSURER E :</b>	
		<b>INSURER F :</b>	

<b>COVERAGES</b>	<b>CERTIFICATE NUMBER:</b>	<b>REVISION NUMBER:</b>
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.		

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab <input checked="" type="checkbox"/> XCU, Pollution Liab GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJCT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:		GPL 0274654-04	12/31/2021	12/31/2022	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY CA-9948 <input checked="" type="checkbox"/> MCS-90		BAP 0274662-04	12/31/2021	12/31/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		SXS 3944754-05	12/31/2021	12/31/2022	EACH OCCURRENCE \$ 8,000,000 AGGREGATE \$ 8,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	WC 0274657-04	12/31/2021	12/31/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000
A	Professional Liab.		GPL 0274654-04	12/31/2021	12/31/2022	Each Occ/Aggregate 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Workers' Compensation includes USL&H and Jones Act/Maritime Coverage. USL&H Coverage applies in Florida and South Carolina only. Transported Cargo Pollution and Contractors Pollution Liability is included in GPL 0274654-03. Certificate holder is an additional insured on a primary and non-contributory basis with respects to general liability per form # STF-ESP-101-F CW (04/13) and auto liability per form # U-CA-424-F FL (08/18), if required by written contract. Certificate holder is an additional insured with respects to marine general liability per form # M-1333-MGL-E031 (03-14), if required by written contract. A waiver of subrogation applies in favor of the certificate holder with respects to general liability per form # STF-ESP-248-CW (04/10), marine general liability per form # M-1333-MGL-E031 (03-14), auto liability per form # U-CA-424-F FL (08/18) and workers' compensation per form # WC 00 03 13 (4/84), if required by written contract.

<b>CERTIFICATE HOLDER</b>	<b>CANCELLATION</b>
Broward County 1850 Eller Drive Fort Lauderdale, FL 33316	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 

ATTACHMENT E

FINANCIAL STATEMENTS

CONFIDENTIAL REQUESTED MEETING FOR FINANCIAL APPROVALS

ATTACHMENT F

CREDIT REFERENCES



Credit References

1. Paradise Bank, NA  
540 N. Federal Hwy  
Ft Lauderdale, FL 33301  
Contact Name: Benjamin Montero  
Contact Phone: 954-764-8778
2. Central Tire Corp  
2801 S. Andrews Ave  
Ft Lauderdale, FL 33316  
Contact Name: Beatriz Leyva  
Contact Phone: 954-990-2434
3. Port Consolidated  
PO Box 350430  
Ft Lauderdale, FL 33335  
Contact Name: Nydia Castillo  
Contact Phone: 954-522-1182
4. Falcon Towing  
4406 SW 37<sup>th</sup> Ave  
Ft Lauderdale, FL 33312  
Contact Name: Natanis McKenzie  
Contact Phone: 954-765-3420

ATTACHMENT G

LETTER OF CREDIT



January 18, 2022

RE: EVERGLADES WASTE REMOVAL SERVICES, LLC

To whom it may concern,

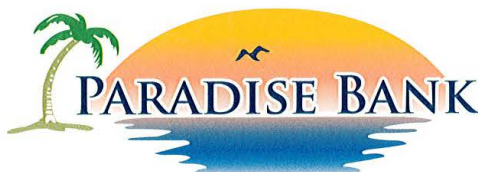
Please accept this proof of funds letter for EVERGLADES WASTE REMOVAL SERVICES, LLC. EVERGLADES WASTE REMOVAL SERVICES, LLC currently has an account with Paradise Bank and the balance maintained is \$20,000.00. The account is held satisfactorily.

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", is written over a horizontal line.

Lenny Steinberg  
VP, Branch Operations Manager



**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 22490  
Fort Lauderdale, Florida 33335

**LETTER OF CREDIT NO.:** 1014

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

**DATE OF LETTER OF CREDIT:**

September 14, 2007

**EXPIRATION DATE:**

September 14, 2008

RECEIVED  
2007 SEP 26 AM 8 50  
PORT EVERGLADES DEPT.  
BUSINESS ADMIN.

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

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. 1014  
September 14, 2007  
Page 2

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



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

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

Paradise Bank

By:   
Dennis W. Gavin  
Executive Vice President

Date: September 12, 2007

  
Witness Rachel Raum  
  
Witness DENISE CICALESE

ATTACHMENT H

EQUIPMENT LIST

VEH#	CATEGORY	YEAR	VEHICLE DESCRIPTION	VIN#	TAG#
EBT03	BOX TRUCK	1996	INT'L CARGO VAN	1HTHCAHR8TH385+02	P1659B
ESV07	SERVICE VEHICLE	2016	FORD F250	1FT7X2AT0GEC28771	QSPL82
ESV08	SERVICE VEHICLE	2021	CHEVY SILVERADO	1GB4WRE78MF197534	LHAE71
EVT02	VACUUM TRUCK	1995	INTERNATIONAL 3000 GAL	2HSFHALR0SC017502	P1626B
ETR02	TRACTOR	1998	MACK	1M1AA18Y9WW093527	BCKN63
ETR03	TRACTOR	1992	MACK	1M2AA13Y8NW018240	HEHA32
ETR04	TRACTOR	1995	MACK	1M1AA13Y9SW047455	HEHA31
ETR05	TRACTOR	1995	MACK	1M1AA13Y1SW047448	LJGW56
ETR06	TRACTOR	2001	PETERBILT	1XP5DB9X61D528382	HEHA33
ETR10	TRACTOR	1998	MACK	1M1AA14YXWW082624	GEHJ78
ETR11	TRACTOR	1998	MACK TRACTOR	1M1AA14Y4WW082621	LHAE30
ETR12	TRACTOR	2006	FREIGHTLINER	1FUJA6CV46LV90991	NMIP42

ATTACHMENT I

BROWARD COUNTY BUSINESS TAX RECEIPT

# **BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT**

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-831-4000  
VALID OCTOBER 1, 2021 THROUGH SEPTEMBER 30, 2022

**DBA:** EVERGLADES WASTE REMOVAL SERVICES  
**Business Name:** LLC

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

**Owner Name:** CLIFFORD L BERRY SR  
**Business Location:** 701 S E 32 CT STE 201  
FT LAUDERDALE  
**Business Phone:** 954-527-9939

**Business Opened:** 08/01/2006  
**State/County/Cert/Reg:**  
**Exemption Code:**

**Rooms**                      **Seats**                      **Employees**                      **Machines**                      **Professionals**  
3

For Vending Business Only					
Number of Machines:			Vending Type:		
Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost
33.00	0.00	0.00	0.00	0.00	0.00
					Total Paid
					33.00

**THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS**

**THIS BECOMES A TAX RECEIPT**

**WHEN VALIDATED**

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

**Mailing Address:**

CLIFFORD L BERRY SR  
P O BOX 22490  
FORT LAUDERDALE, FL 33335

**Receipt #** 1CP-20-00010525  
**Paid** 07/22/2021 33.00  
**07/20/2021 Effective Date**

**2021 - 2022**

ATTACHMENT J

SAFETY PROGRAM

Section K (1)  
(Back-up) - Safety

# **Everglades Waste Removal Services, LLC**

## **Corporate Health & Safety Manual**

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## Everglades Waste Removal Services, LLC

## Health and Safety Program Introduction

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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.



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**Everglades Waste  
Removal Services, LLC**

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**Corporate Health and Safety Manual  
Table of Contents**

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<b>Section #</b>	<b>Title</b>
1	Distribution List
2	Safety Bulletin
3	Record of Change
4	Hazardous Waste Operations and Emergency Response Program
5	Hazard Communications Program
6	Discipline Program
7	First Aid / CPR Program
8	Bloodborne Pathogens Exposure Control Program
9	Fire Protection Program
10	Powered Industrial Truck Safety Program
11	Medical Surveillance Program
12	Respiratory Protection Program
13	Hearing Conservation Program
14	Benzene Management Program
15	Cadmium Management Program
16	Lead Management Program
17	Hydrogen Sulfide (H <sub>2</sub> S) Program
18	Personal Protective Equipment Program
19	Confined Space Entry Program
20	Reserved for <i>Air Monitoring Program</i>
21	Electrical Safety Program
22	Control of Hazardous Energy Program (Lock Out / Tag Out)
23	Hot Work Program
24	Fall Protection Program
25	Scaffolding Program
26	Crane and Rigging Program
27	Excavation Safety Program
28	Sandblasting Program
29	Naturally Occurring Radioactive Material (NORM) Program
30	Process Safety Management Program

ATTACHMENT K

SUBSTANCE ABUSE POLICY

Section K (2) – Substance Abuse  
(Back-up)

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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

**Section: Workplace Conduct**

**Drug-Free Workplace Policy**

4.     Work(ing):         Performing any activity under any conditions during any period time that a employee is covered by Workers' Compensation insurance (driving, on duty, on call, or performing any task as part of employment duties); lease 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.

**Section: Workplace Conduct**

**Drug-Free Workplace Policy**

**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.**

**Section: Workplace Conduct**

**Drug-Free Workplace Policy**

**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.

**Section: Workplace Conduct**

**Drug-Free Workplace Policy**

**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 statute, 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, voluntarily 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.



**Section: Workplace Conduct**

**Drug-Free Workplace Policy**

**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**

**Drug-Free Workplace Policy**

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.

**Section: Workplace Conduct**

**Drug-Free Workplace Policy**

**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.

**Section: Workplace Conduct**

**Drug-Free Workplace Policy**

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.

**Section: Workplace Conduct**

**Drug-Free Workplace Policy**

**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**

ATTACHMENT L

TRAINING PROGRAM/POLICY

**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/refreshers 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.



ATTACHMENT M

SECTION Q – RESPONSE TO VIOLATION QUESTIONS

Agency	Type	Contact	Date of Notice	Tracking No.	Action Complete	Applicable Regulation: Code	Description of Issue	Fine/Fee
Occupational Safety and Health Administration Fort Lauderdale Area Office 1000 South Pine Island Road Suite 100 Fort Lauderdale, FL 33324	OSHA	Beatriz Cabrera Direct Phone: 954-423-0380	3/31/2021	1495677	4/16/2021	29 CFR 1910.146(c)(5)(iii)(E)(2) 29 CFR 1910.146(c)(5)(ii)(F) 29 CFR 1910.146(d)(3)(vi) 29 CFR 1910.146(d)(9) 29 CFR 1910.146(k)(2)(ii)	Todd Sharpe incident 9/30/2020 - confined space violations were abated in informal conference on 4/16/21 by 40%	\$ 8,894.40

U. S. Department of Labor

Occupational Safety and Health Administration  
Fort Lauderdale Area Office  
1000 South Pine Island Road, Suite 100  
Fort Lauderdale, FL 33324



In the Matter of: Everglades Waste Removal Services, Inc.  
Inspection No.: 1495677

**INFORMAL SETTLEMENT AGREEMENT**

The undersigned Employer and the undersigned Occupational Safety and Health Administration (OSHA), in settlement of the above citation(s) and penalties which were issued on 03/31/2021, hereby agree as follows:

1. The Employer agrees to correct the violations as cited in the above citations or as amended below.
2. The Employer agrees to pay the proposed penalties, if any, as issued with the above citation(s), or, if amended by this agreement, as amended below.
3. The Employer and OSHA agree that the following citations and penalties, are not being amended:

Citation 1, Item 1b

Citation 1, Item 1c

4. OSHA agrees that the following citations and penalties are being amended as shown below:

Citation 1, Item 1a -- the penalty has been amended from \$5,461.00 to **\$3,276.60**

Citation 1, Item 2 -- the penalty has been amended from \$3,121.00 to **\$1,872.60.**

Citation 1, Item 3 -- the penalty has been amended from \$3,121.00 to **\$1,872.60.**

Citation 1, Item 4 -- the penalty has been amended from \$3,121.00 to **\$1,872.60.**

**Total Penalty is \$8,894.40**

5. The Employer, by signing this informal settlement agreement, hereby waives its rights to contest the above citation(s) and penalties, as amended in paragraph 4 of this agreement.
6. The employer agrees to immediately post a copy of this Settlement Agreement in a prominent place at or near the location of the violation(s) referred to in paragraph 4 above. This Settlement Agreement must remain posted until the violations cited have been corrected, or for 3 working days (excluding weekends and Federal Holidays), whichever is longer.
7. The employer agrees to continue to comply with the applicable provisions of the Occupational Safety and Health Act of 1970, and the applicable safety and health standards promulgated pursuant to the Act.
8. The employer agrees to conduct regular and frequent inspection of the workplace and to correct safety and health deficiencies found.
9. Each Party hereby agrees to bear its own attorney fees, costs and other expenses incurred by such party in connection with any stage of these proceedings, including, but not limited to, attorney's fees which may be available under the Equal Access to Justice Act, as amended.
10. The employer agrees to revise, enhance, and implement an effective safety and health program that includes:

- a. Implement a policy that incorporates at a minimum, daily pre-task briefings and inspections on the use of all equipment.
  - b. Ensure that all unsafe conditions observed are corrected prior to employees commencing work activities.
  - c. Ensure that all employees are provided with training, appropriate personal protective equipment (PPE) and all necessary equipment and tools are complete prior to the start of each job task.
  - d. Conduct and document unannounced monthly safety inspections of worksites.
11. The employer agrees to pay the amended penalty of **\$8,894.40** in **ten (10) monthly installments**. The first installment of **\$889.44** is due on or before **5/03/2021**, and the remaining installments of **\$889.44** are due on or before the **3<sup>rd</sup> day** of the subsequent months until paid in full. Otherwise, the entire remaining balance could become due in full within 30-days of the default on any payment.
12. The employer acknowledges the availability of the University of South Florida (USF) Consultation Program (telephone number: **866-273-1105**), whose services are free to small employers for assistance implementing an effective safety and health program.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

For the Occupational Safety and Health Administration  
Condell Eastmond

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

For the Employer

**NOTICE TO EMPLOYEES**

The law gives you or your representative the opportunity to object to any abatement date set for a violation if you believe the date to be unreasonable. Any contest to the abatement dates of the citations amended in paragraph 3 of this Settlement Agreement must be mailed to the U.S. Department of Labor Area Office at 1000 South Pine Island Road, Suite 100, Fort Lauderdale, FL 33324, within 15 working days (excluding weekend and Federal Holidays) of the receipt by the Employer of this Settlement Agreement. You or your representative also have the right to object to any of the abatement dates set for violations, which were not amended, provided that the objection is mailed to the office shown above within the 15-working-day period established by the original citation.





Port Everglades Department – Business Administration  
1850 Eller Drive, Fort Lauderdale, FL 33316  
954-523-3404, FAX 954-525-1910

**COMPLIANCE REPORT for the Month of April, 2021**

**NAME OF FRANCHISED COMPANY** Everglades Waste Removal Services, LLC

Type of Franchise: ☐ Stevedore ☐ Cargo Handler ☐ Steamship Agent ☐ Vessel Bunkering ☒ Vessel Oily Waste Removal  
☒ Vessel Sanitary Waste Water Removal ☐ Tugboat & Towing ☐ Marine Terminal Security

Date of Incident	Time of Incident	Location of Incident	Nature of Incident (Describe what happened to cause Injury or Property Damage)	Personal Injuries (Describe, if any) Exclude name of injured party and patient's medical information
none				

Date of Notice	Citation, Violation, or Warning No.	Issuing Agency	Status (Notify when issued; notify when resolved)	Description of Violation, Warning or Citation (Attach copies of any notices of violations, warning notices, citations, civil penalties or fines issued by: a. any federal, state or local environmental regulatory agency; b. the U.S. Coast Guard; and c. the Occupational Safety and Health Administration)
4/15/2021	Inspection # 1495677	OSHA	resolved	Technician failed to wear proper respiratory protection and use proper air monitoring equipment while conducting a cleaning of a tanker. Employee became light headed and was removed from the space. OSHA was notified of the incident due to employee being sent to hospital to ensure oxygen levels were ok. Employee released same day. OSHA investigated the incident due to hospitalization.

David Sills  
 Signature of Franchisee's Representative      David Sills      Operations Manager      8/4/2021  
 Print Name      Title      revised      Date

Report must be submitted on or before the 15<sup>th</sup> of the month. Submit report as follows:  
Scan and e-mail to [portcompliance@broward.org](mailto:portcompliance@broward.org) Attn: Franchise and Business Permit Manager.





03.08.2022

Port Everglades Administrative Office  
Franchise Renewal Department  
Email: [AOSORNOBELLEME@broward.org](mailto:AOSORNOBELLEME@broward.org), [NBREVETT@broward.org](mailto:NBREVETT@broward.org)

RE: Incident on Berth 25: March 7, 2022

On Monday, March 7, 2022, Everglades Waste Removal Services tank trailer, having just completed service of "Carnival Silhouette" with a load of oily water had collided with the passenger gantry crane steel beam at Berth 25. The collision caused a golf ball-size hole in the side of the tanker that released approximately 1,200 US gallons of oily water onto the asphalt surface. Everglades personnel reported the spill to authorities, including FDEP State Watch Office DEP Incident ID is 14381.

Cliff Berry, Inc. (CBI) as the Oil Spill Recovery Organization (OSRO) for Everglades Waste Removal Services responded at 11:15 AM with the following resources:

- 15 Personnel
- 8 Service Trucks
- 1 Emergency Spill Trailer
- 1 Vacuum Tanker
- 1 Vac Con "Jettter" Truck
- 1 Standard Vac Truck

Broward County Fire Department arrived on scene in a stand-by mode due to there being no fire threat from oily water and stayed until the CBI vacuum trucks arrived; no fire foam was deployed. CBI was in constant contact with the Port Authority including Harbor Master Conrad Strong and Port Director Jonathan Daniels; both were pleased with CBI's response.

Petty Officer Tim Rowe U.S. Coast Guard's Pollution Management Team arrived on scene to investigate, and alongside CBI, determined that although oily water had entered the stormwater catchment system none of the spilled materials entered the intra-coastal waterway (ICW) or other environment. Bridgette Bucell, FDEP was contacted by the NRC and remained updated as CBI resources remediated the site throughout the afternoon, removing more than 10,500 gallons of impacted water, restoring impacted areas of the asphalt, and completing the operation at 4:00 PM.

This incident could have been avoided had the driver implemented one of a number of safety controls consistent with operating a vehicle in close proximity to obstructions. The investigation is ongoing as to the safety controls that were unsuccessfully executed by the driver to avoid the collision; however, at minimum, the corresponding corrective actions necessary to eliminate recurrence include retraining the

driver on driving in close quarters, getting out and looking whenever clearance from obstructions is in doubt, and use of a spotter.

The swift response and subsequent communications with agencies and the port was successful. The material at no time constituted a threat of fire, and remediation efforts responding to the event assured that the environment was not impacted as 100% of the spilled 1200 gallons was recovered and remaining load of 4800 gallons was pumped off directly from the damaged tanker.

Again, this event should not have occurred and corrective actions are underway to prevent recurrence.

Sincerely,

A handwritten signature in blue ink that reads "Clifford L. Berry, Sr." with a stylized flourish at the end.

Cliff Berry, Sr.

President

3/8/22, 3:40 PM

Enviros - Enforcement Action Advanced Search

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## ENVIROS

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3/11/22, 11:28 AM

Activity and Violation History



Florida Department of Environmental Protection

**Hazardous Waste Facility Compliance History**

Activity History Listing

**Activity History for:****EPAID: FLR000132506, Everglades Waste Removal Services LLC**

Note: ETA links to Enforcement Tracking Activity

Date Done	Activity Type	Activity Comments	ETA Link
7/31/2009	Site Inspection	Routine; CESQG (<100 kg/month) - Routine; VSQG (<100 kg/month) - Routine; Used Oil Transporter	
9/17/2009	Submittal Received By Department	Finished-09/17/2009	
12/15/2016	Site Inspection	Routine; CESQG (<100 kg/month) - Routine; Used Oil Transporter - Routine; Used Oil Generator - Routine; VSQG (<100 kg/month)	
2/23/2017	Status Report	Finished-02/23/2017	
3/22/2017	Department Comments	Finished-03/22/2017	
3/22/2017	Submittal Received By Department	Finished-03/22/2017	
3/22/2017	Submittal Received By Department	Finished-03/22/2017	
3/22/2017	Submittal Received By Department	Finished-03/22/2017	
3/22/2017	Site Photos	Finished-03/22/2017	
3/22/2017	Submittal Received By Department	Finished-03/22/2017	
6/8/2018	Site Inspection	Routine; Used Oil Transporter - Routine; Used Oil Transfer Facility	
7/26/2018	Compliance Assistance Offer	Sent-07/26/2018 - Finished-09/26/2018	
9/26/2018	Site Photos	Finished-09/26/2018	
9/26/2018	Submittal Received By Department	Finished-09/26/2018	
9/26/2018	Submittal Received By Department	Finished-09/26/2018	
9/26/2018	Request For Additional Information	Finished-09/26/2018	
9/26/2018	Submittal Received By Department	Finished-09/26/2018	
9/26/2018	Letter	Finished-09/26/2018	
9/26/2018	Letter	Finished-09/26/2018	

This pulls the Violation History

**Violation History**

Viol#	Area	Regulation	Opened By	Date Determined	Completed	ETA	Act	Act Date	Regulation Text Excerpt (mouse over for more text)
1	262.A	262.11	Wendell_Ch	7/31/2009	9/17/2009		111000000100195	7/31/2009	Hazardous waste determination. A person who generates a solid waste, as defined in 40 CFR 261.2, must determine if that waste is a hazardous waste using the following method:
2	XXS	62-710.850(5)(a)	Winston_K	12/15/2016	12/16/2016		179307	12/15/2016	All persons storing used oil filters shall store used oil filters in above ground containers which are clearly labeled "Used Oil Filters," and which are in good condition (no severe rusting, apparent structural defects or deterioration) with no visible
3	XXS	62-710.401(6)	Winston_K	12/15/2016	12/16/2016		179307	12/15/2016	No person may store used oil in tanks or containers unless they are clearly labeled with the words "used oil" are in good condition (no

3/11/22, 11:28 AM

Activity and Violation History

									severe rusting, apparent structural defects or deterioration), and not leaking (no visible leaks). If tanks or con
6	XXS	62-710.510(5)	Lopez_Dg	6/8/2018	9/6/2018		182927	6/8/2018	No later than March 1 of each year, each person required to register in accordance with Rule 62-710.500, F.A.C., shall submit an annual report for the preceding calendar year to the Department on DEP Form 62-710.901(3). The report shall summarize the
7	XXS	62-710.850(5)(a)	Lopez_Dg	6/8/2018	9/21/2018		182927	6/8/2018	All persons storing used oil filters shall store used oil filters in above ground containers which are clearly labeled "Used Oil Filters," and which are in good condition (no severe rusting, apparent structural defects or deterioration) with no visib
8	XXS	62-710.850(3)	Lopez_Dg	6/8/2018	8/21/2018		182927	6/8/2018	Registration. The following persons shall register with the Department in accordance with the requirements of subsections 62-710.500(2) and (4), F.A.C.:
9	XXS	62-710.600(2)(c)	Lopez_Dg	6/8/2018	6/11/2018		182927	6/8/2018	Maintain a record of training in the company's operating record and the individual personnel files indicating the type of training received along with the dated signature of those receiving and providing the training. These records shall be retained
10	279.E	279.44(d)	Lopez_Dg	6/8/2018	6/11/2018		182927	6/8/2018	Record retention. Records of analyses conducted or information used to comply with paragraphs (a), (b), and (c) of this section must be maintained by the transporter for at least 3 years.
11	279.E, XXS	279.46(a), 279.46(b), 62-710.510(1)	Lopez_Dg	6/8/2018	6/11/2018		182927	6/8/2018	Acceptance. Used oil transporters must keep a record of each used oil shipment accepted for transport. Records for each shipment must include:, Deliveries. Used oil transporters must keep a record of each shipment of used oil that is delivered to ano
12	XXS	62-710.500(1)	Lopez_Dg	6/8/2018	9/21/2018		182927	6/8/2018	The following persons shall annually register their used oil handling activities with the Department on DEP Form 62-710.901(1)(b), "8700-12FL - Florida Notification of Regulated Waste Activity," effective date April 23, 2013, which is hereby adopted

UNITED STATES  
DEPARTMENT OF LABOR

## OSHA

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## Inspection Detail

**Inspection: 1495677.015 - Everglades Waste Removal Services Llc**

Inspection Information - Office: Ft. Lauderdale					
Nr: 1495677.015		Report ID: 0418800		Open Date: 10/06/2020	
Everglades Waste Removal Services Llc					
3400 Se 9 Avenue			Union Status: NonUnion		
Fort Lauderdale, FL 33316					
SIC:					
NAICS: 562111/Solid Waste Collection					
Mailing: 701 Se 32 Avenue, Fort Lauderdale, FL 33316					
Inspection Type:		Referral			
Scope:		Partial	Advanced Notice:	N	
Ownership:		Private			
Safety/Health:		Safety	Close Conference:	10/06/2020	
			Close Case:	07/22/2021	
Related Activity:		Type	ID	Safety	Health
		Referral	1667189	Yes	

Violation Summary						
	Serious	Willful	Repeat	Other	Unclass	Total
Initial Violations	4					4
Current Violations	4					4
Initial Penalty	\$14,824	\$0	\$0	\$0	\$0	\$14,824
Current Penalty	\$8,894	\$0	\$0	\$0	\$0	\$8,894
FTA Amount	\$0	\$0	\$0	\$0	\$0	\$0

Violation Items										
#	ID	Type	Standard	Issuance	Abate	Curr\$	Init\$	Fta\$	Contest	LastEvent
1.	<b>01001A</b>	Serious	19100146 C05 II E 2	03/31/2021	04/06/2021	\$3,277	\$5,461	\$0		I - Informal Settlement
2.	<b>01001B</b>	Serious	19100146 C05 II F	03/31/2021	04/12/2021	\$0	\$0	\$0		I - Informal Settlement
3.	<b>01001C</b>	Serious	19100146 D03 VI	03/31/2021	04/12/2021	\$0	\$0	\$0		I - Informal Settlement
4.	<b>01002</b>	Serious	19100146 D09	03/31/2021	04/19/2021	\$1,873	\$3,121	\$0		I - Informal Settlement
5.	<b>01003</b>	Serious	19100146 K02 II	03/31/2021	04/19/2021	\$1,873	\$3,121	\$0		I - Informal Settlement
6.	<b>01004</b>	Serious	19100146 K03 I	03/31/2021	04/06/2021	\$1,873	\$3,121	\$0		I - Informal Settlement

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UNITED STATES  
DEPARTMENT OF LABOR

Occupational Safety and Health Administration  
200 Constitution Ave NW  
Washington, DC 20210  
☎ 800-321-6742 (OSHA)  
TTY  
www.OSHA.gov

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Plug-Ins Used by DOL  
Accessibility Statement

ATTACHMENT N

COMMITMENT TO ENVIRONMENTAL PROTECTION

### **STATEMENT OF ENVIRONMENTAL COMMITMENT**

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

ATTACHMENT O

BUSINESS DEVELOPMENT PLAN

Section R:  
Ability to promote  
& develop growth

### **STATEMENT OF INTENDED ACTIVITY AT PORT EVERGLADES**

Everglades Waste Removal Services, LLC, has been removing and disposing of oily waste streams from a variety of vessels and clients within Port Everglades since the company was granted a Vessel Oily Waste Removal Services Franchise in June of 2006. In February 2007 the company started servicing vessels owned by the United States Coast Guard. EGWRS has had the honor of working multiple Fleet Weeks' for the United States Navy, disposing of hundreds of thousands of gallons of waste. Since our founding in 2006, EGWRS has serviced most of the cruise lines that come into Port Everglades, including, Oasis, Holland America, and Princess, in addition to multiple barges and tugs.

Mr. Berry'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 immensely over the last several years; and we anticipate even more growth in the future.

EGWRS also provides Vessel Sanitary Waste Removal Services (under a separate franchise agreement) at Port Everglades. We have also removed and disposed of Sanitary Waste from most of the clients listed above as well and also anticipate additional growth in the future.

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



ATTACHMENT P

USCG LETTER OF ADEQUACY AND FACILITY RESPONSE OPERATIONS MANUAL

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)

---

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

**TABLE OF CONTENTS**  
**Facility Response Plan (FRP)**

---

**INTRODUCTION AND PLAN CONTENT**

<b><u>33 CFR 154.1035 (a)</u></b> .....	<b>4</b>
<b><u>33 CFR 154.1035 (a) (1) Geographic Location of Collection &amp; Transfer</u></b> .....	<b>5</b>
<b><u>33 CFR 154.1035 (a) (2) Physical Description of the Mobile Transfer Facility</u></b> .....	<b>6-7</b>
<b><u>33 CFR 154.1035 (a) (2) Vacuum Instruction Sheet</u></b> .....	<b>8</b>
<b><u>33 CFR 154.1035 (a) (3)</u></b> .....	<b>9</b>
<b><u>RECORD OF CHANGES</u></b> .....	<b>10</b>
<b><u>33 CFR 154.1035 (b) (1) Spill Reporting Procedures</u></b> .....	<b>11-12</b>
<b><u>33 CFR 154.1035 (b) (1)(a) (Figure 1)</u></b> .....	<b>13</b>
<b><u>MOBILE TRANSFER FACILITY EMERGENCY RESPONSE PLAN</u></b> .....	<b>14</b>
<b><u>33 CFR 154.1035 (b) (2) Facilities Spill Reporting Procedures</u></b> .....	<b>15</b>
<b><u>33 CFR 154.1035 (b) (3) Facilities Response Activities</u></b> .....	<b>16-21</b>
<b><u>33 CFR 154.1035 (b) (4) Sensitive Areas</u></b> .....	<b>22</b>
<b><u>33 CFR 154.310 (b) (5) Disposal Plan Requirements</u></b> .....	<b>22</b>
<b><u>33 CFR 154.1035 (c) Training and Exercises</u></b> .....	<b>23</b>
<b><u>33 CFR 154.1035 (d)</u></b> .....	<b>23</b>

**TABLE OF CONTENTS**  
**Emergency Response Plan**

---

**33 CFR 154.1030(b)(5) APPENDICES**

**APPENDIX A – FACILITY SPECIFIC INFORMATION**  
**33 CFR 154.1030(b)(5)(i)**

**APPENDIX B – LIST OF CONTACTS**  
**33 CFR 154.1035 (e) (2)**

**APPENDIX C – EQUIPMENT LIST AND RECORDS**  
**33 CFR 154.1035 (e) (3)**

**APPENDIX D – COMMUNICATIONS PLAN**  
**33 CFR 154.1035 (e) (4)**

**APPENDIX E – SITE SPECIFIC SAFETY AND HEALTH PLAN**  
**33 CFR 154.1035 (e) (5)**

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

**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.

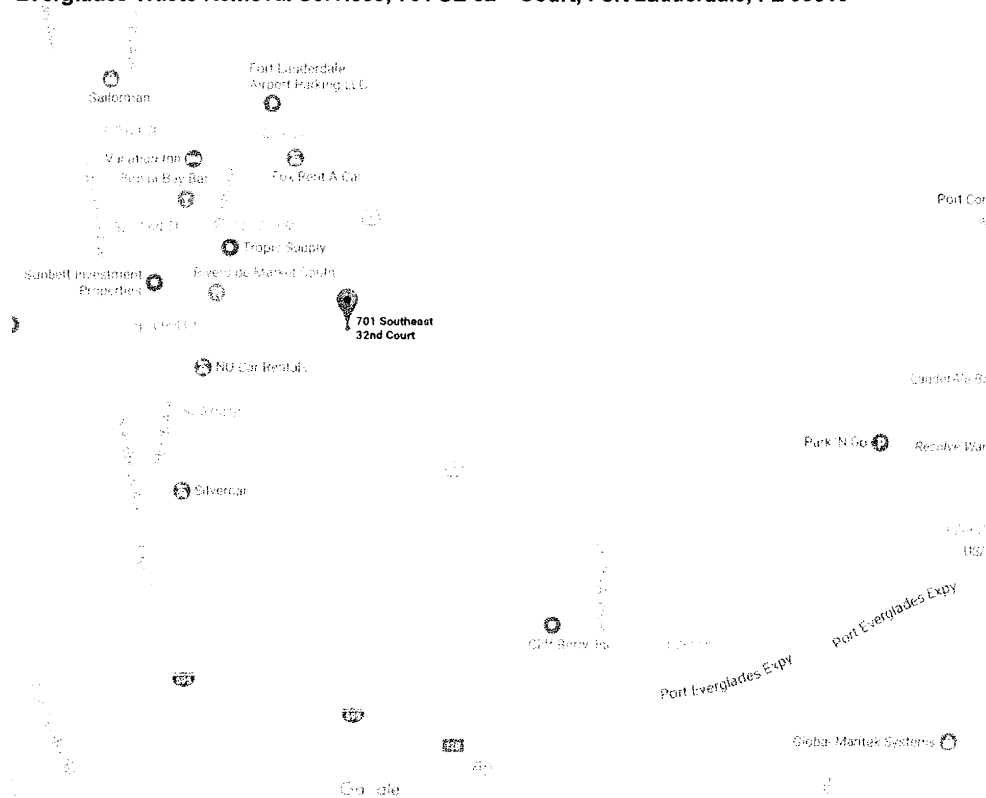
---

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

Our offices are located at 701 SE 32<sup>nd</sup> Court, Fort Lauderdale, FL 33316, between Federal Highway, Andrews Avenue, and I-595, which is near Port Everglades Spangler Avenue and Eller Drive entrances. Our offices can be found via the hyperlink below or the following map.

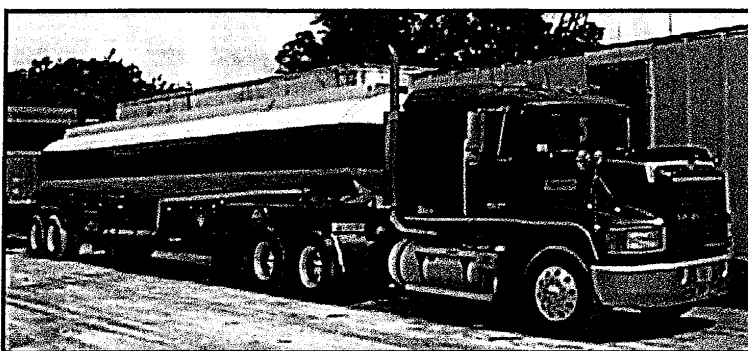
<https://goo.gl/maps/BptvfUG4m6m>

**Everglades Waste Removal Services, 701 SE 32<sup>nd</sup> Court, Fort Lauderdale, FL 33316**



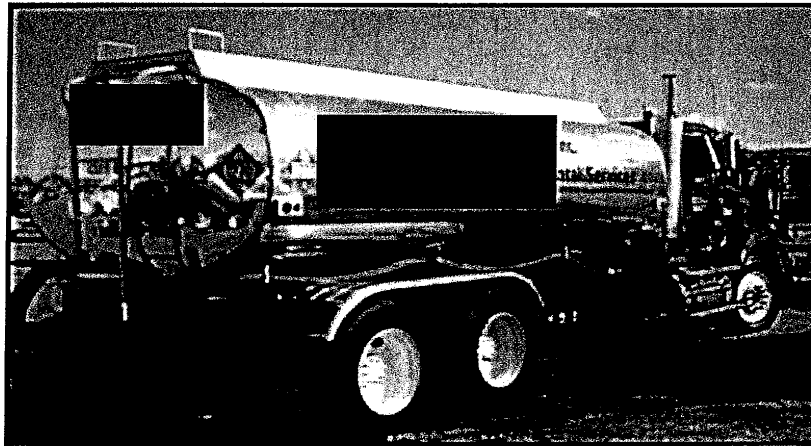
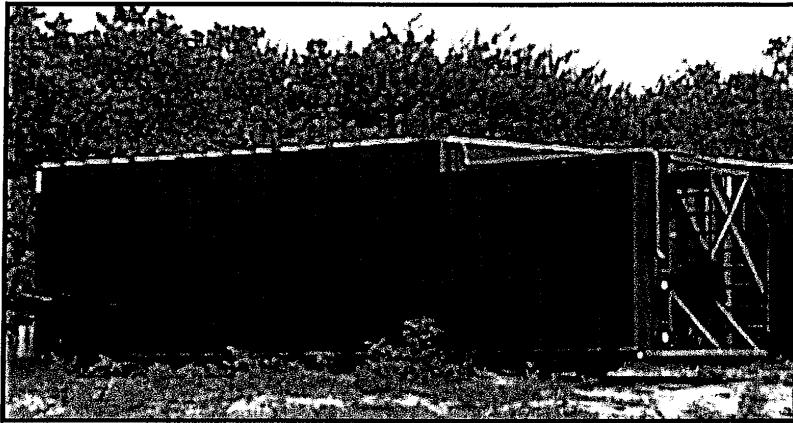
As a mobile transfer facility, transfers are performed onsite at our customer's location, which are typically located in Port Everglades, Port of Miami, on the Miami River in Miami, FL and at local marinas.

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

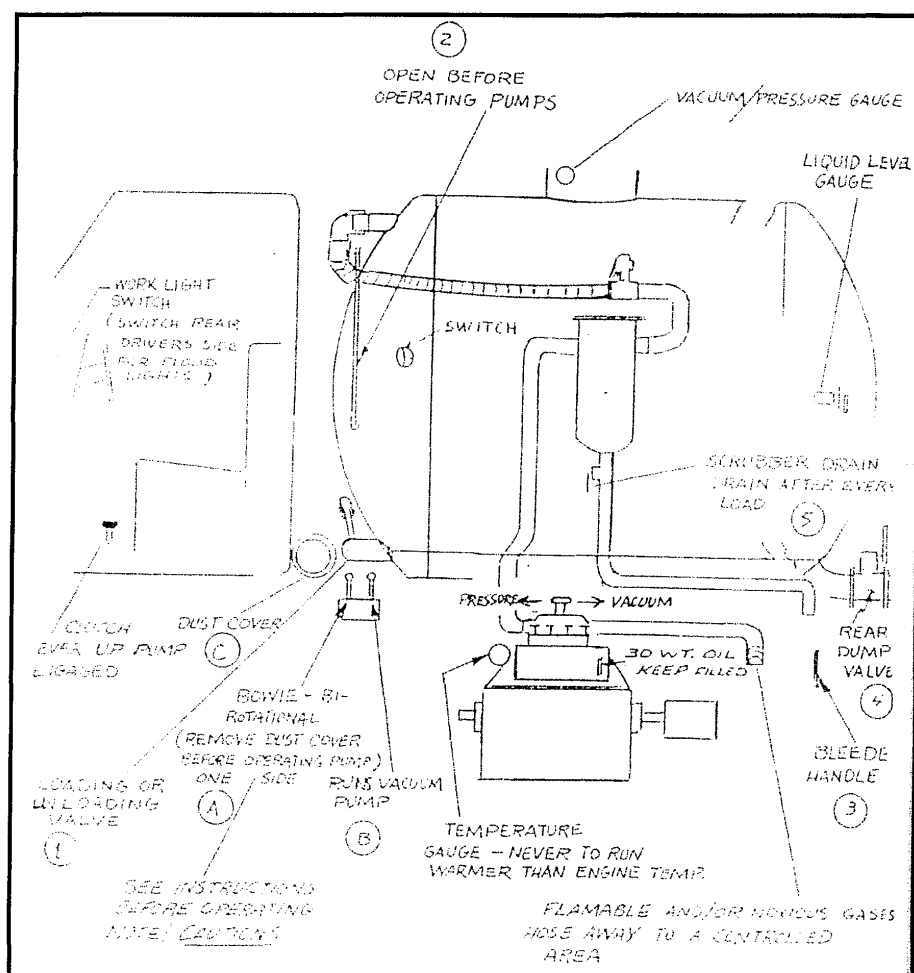


Everglades Waste Removal Services, LLC, utilizes several semi-trailers, as depicted below to off-load oily bilge water and waste-waters from vessels. These tankers have sorbents and related spill gear and a fire extinguisher located in the under carriage compartment near the middle of the tank, they 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**

**RECORD OF CHANGES**

Change #:	Date:	Content Changed:	Change Made By:
1.	<u>6/30/2017</u>	<u>Updated Alt Q1's &amp; phone #'s</u> <u>Updated for quinquennial filing</u> <u>Updated Vehicle Listing</u>	<u>Ken Berry</u>
2.	<u>8/3/2017</u>	<u>Updated minor clerical and</u> <u>Typographical entries</u>	<u>Ken Berry</u>
3.	<u>10/10/2017</u>	<u>Updated Facility Response</u>	<u>Kelly Brandenburg</u>
4.		<u>Plan</u>	
5.	<u>          </u>	<u>                                  </u>	<u>                                  </u>
6.	<u>          </u>	<u>                                  </u>	<u>                                  </u>
7.	<u>          </u>	<u>                                  </u>	<u>                                  </u>
8.	<u>          </u>	<u>                                  </u>	<u>                                  </u>
9.	<u>          </u>	<u>                                  </u>	<u>                                  </u>
10.	<u>          </u>	<u>                                  </u>	<u>                                  </u>
11.	<u>          </u>	<u>                                  </u>	<u>                                  </u>
12.	<u>          </u>	<u>                                  </u>	<u>                                  </u>
13.	<u>          </u>	<u>                                  </u>	<u>                                  </u>
14.	<u>          </u>	<u>                                  </u>	<u>                                  </u>
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18.	<u>          </u>	<u>                                  </u>	<u>                                  </u>
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20.	<u>          </u>	<u>                                  </u>	<u>                                  </u>
21.	<u>          </u>	<u>                                  </u>	<u>                                  </u>
22.	<u>          </u>	<u>                                  </u>	<u>                                  </u>

## 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

**Cliff Berry Sr.** (H) (954) 321-8978  
(M) (954) 325-7429

**ALT Q1 -** David Sills  
(M) (954) 864-6009

**ALT Q1 -** 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

**Sector Miami Zone:**

<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
Employee	Phone(s)
Company	Company
Business	Organization Type
Address	Private citizen
Address	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--1-800-424-6802

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**

Action Taken to Correct or Mitigate Incident \_\_\_\_\_

**Impact**

Number Injured	Number of Fatigues
Were there Evacuations (Y/N)?	Number Evacuated
Was there any Damage (Y/N)?	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

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Appendix A  
Facility Specific Information

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

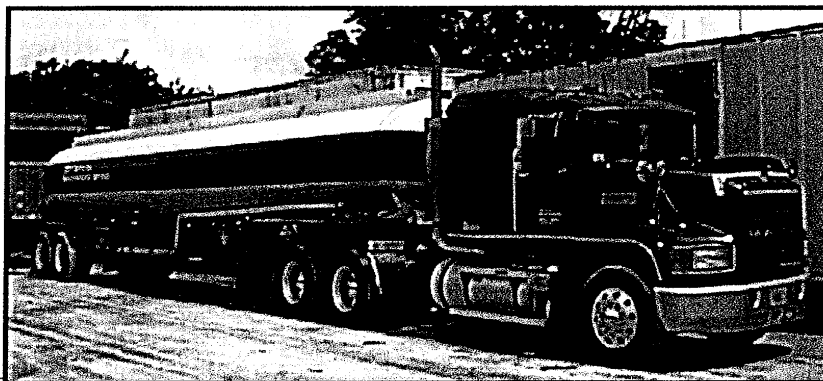
Everglades Waste Removal Services, LLC mobile transfer facilities operate within the COTP Miami Zone. Wastes that are collected are transferred to a 3<sup>rd</sup> party licensed waste oil collection and processing facility located in Florida.

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.

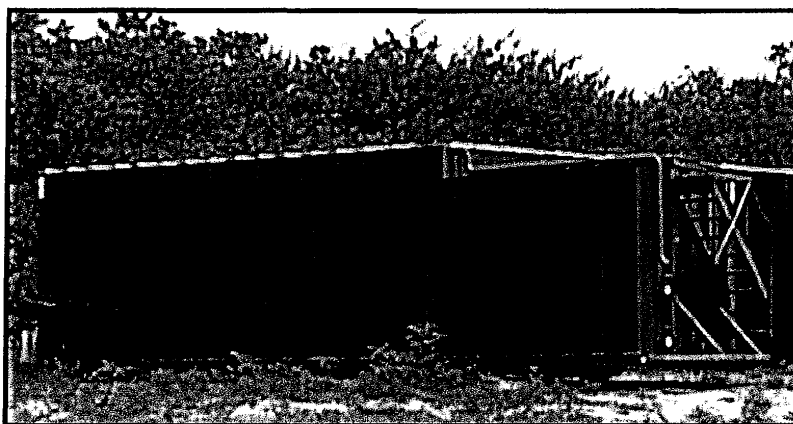
Everglades Waste Removal Services, LLC has three vehicle types in its fleet, which may be used in mobile transfers. They are: vacuum trucks, semi-tractor trailers and frac tanks. The vacuum trucks use onboard vacuum pumps to draw oils and oily wastes into their tanks, the semi-trailer tankers receive 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.



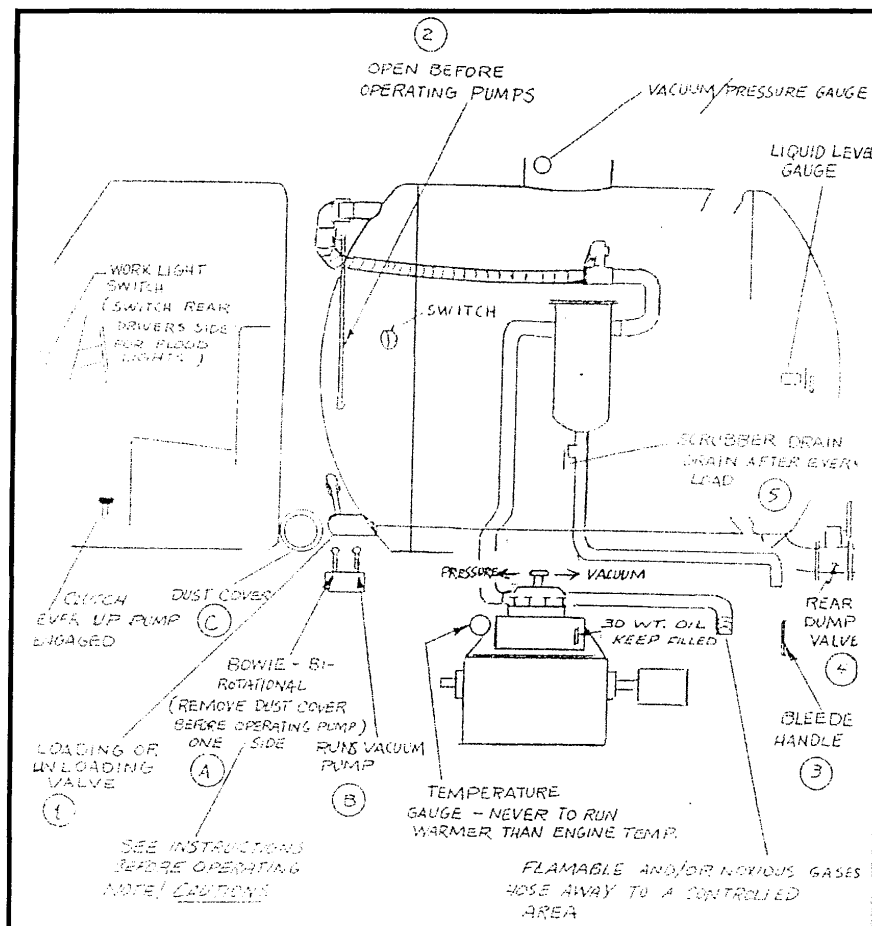
Everglades Waste Removal Services, LLC  
Last Revised: October 10, 2017

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.

<b><u>VEH #</u></b>	<b><u>DESCRIPTION</u></b>	<b><u>CAPACITY</u></b>
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.
<b><u>VEH #</u></b>	<b><u>DESCRIPTION</u></b>	<b><u>CAPACITY</u></b>
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	1981 Heil Tank Trailer	9,000 GAL
ETT-07	1978 Fruhauf Tank Trailer	9,000 GAL
ETR-02	1998 Mack Tractor	NA

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



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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**33 CFR 154.1035 (e)(2)**

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**

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

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

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

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

**(800) 899-7745**

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Everglades Waste  
Removal Services, LLC

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**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/nswweb/nswcc/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 KOMATSU FG25T-14 350LB FORKLIFT	Ft. Lauderdale
FL16	FORKLIFT	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	Ft. Lauderdale
		Multi-Skimmer w/Diesel power	
ME	MISC. EQUIP.	pack 24	Ft. Lauderdale
ME	MISC. EQUIP.	600000 Gal. Storage Tank	Ft. Lauderdale
ME	MISC. EQUIP.	Maxcrete IV	Ft. Lauderdale
		National Crane (SN#18719) attached	
		to 1987 Ford Truck, ID#	
ME	MISC. EQUIP.	1fdpx84n4hva23479	Ft. Lauderdale
		Terex TC4485 Crane	
		(SN#4401298089) attached to 1999	
		Sterling Truck ID#	
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	Ft. Lauderdale
		Power pack - American Industrial	
PP05	POWER PACK	LP30045	Ft. Lauderdale
		Power pack - American Industrial	
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

Everglades Waste Removal Services, LLC

Last Revised: October 10, 2017

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

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**Appendix E**  
**Site Specific Safety and Health**  
**Plan**

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

 <p><b>EVERGLADES</b> WASTE REMOVAL SERVICES, LLC</p>	<p><b>Site-Specific Safety &amp; Health Plan</b> <b>(Short Form)</b></p>
<p>CLIENT: _____</p> <p>ADDRESS: _____</p> <p>CLIENT CONTACT NAME: _____</p> <p>CLIENT CONTACT PHONE #: _____</p> <p>DATE: _____</p> <p style="text-align: center;">DAY                      DATE</p> <p>DESCRIPTION OF WORK: _____</p>	<p>JOB LOCATION: _____</p> <p>UNDERGROUND CLEARANCE #: _____</p> <p>CBI JOB #: _____</p> <p>CBI LOCATION: _____</p> <p>CBI PHONE #: _____</p> <p>H &amp; S REP.: _____</p>

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**EMERGENCY TELEPHONE NUMBERS**

FIRE: \_\_\_\_\_ POLICE: \_\_\_\_\_ AMBULANCE/RESCUE: \_\_\_\_\_

HOSPITAL NAME & LOCATION: \_\_\_\_\_

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**HAZARDS:**

<input type="checkbox"/> Toxic	<input type="checkbox"/> Extreme Cold / Heat	<input type="checkbox"/> Soil Excavation	<input type="checkbox"/> Vehicle Traffic	<input type="checkbox"/> Hot / 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	<input type="checkbox"/> Vapor / Gusher	<input type="checkbox"/> Live Electrical Circuits
<input type="checkbox"/> Combustible	<input type="checkbox"/> Drilling in Soil	<input type="checkbox"/> Utilities	<input type="checkbox"/> Ladders	<input type="checkbox"/> Pneumatic Tools
<input type="checkbox"/> Reactive	<input type="checkbox"/> Lighting	<input type="checkbox"/> Trenching	<input type="checkbox"/> Noise	<input type="checkbox"/> Drum Handling
<input type="checkbox"/> Path Waste	<input type="checkbox"/> Slips / Trips / Falls	<input type="checkbox"/> Floor Holes	<input type="checkbox"/> Lifting	<input type="checkbox"/> Confined Space
<input type="checkbox"/> Asbestos	<input type="checkbox"/> Abrasive Blasting	<input type="checkbox"/> Working on or near water		

<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"/> Lifeline / 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"/> Eliminate Ignition Sources	<input type="checkbox"/> Explosion Proof Equipment	<input type="checkbox"/> Fire Blanket	<input type="checkbox"/> Area Kept Wet
<input type="checkbox"/> Water Hose Running	Type: _____		<input type="checkbox"/> Smoking Area Designate	
<input type="checkbox"/> Fire Extinguisher			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 (AIR MONITORED LOG ON 2<sup>ND</sup> SHEET)                      TYPE OF METER: \_\_\_\_\_                      DATE LAST CALIBRATED: \_\_\_\_\_

ACTION LEVELS			
SUBSTANCE	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

## AIR MONITORING LOG

1. Date:	5. Project Manager:
2. Project Site:	6. Onsite Supervisor:
3. Project Number:	7. Level of Protection:
4. Site Description (activities, operations, etc.):	8. Environmental Conditions (weather, temperature, etc.)

[illegible]

12. Additional Comments:

Sampling Performed By:	Title:
Signature:	Date:

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Everglades Waste  
Removal Services, LLC

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**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

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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 interval's 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.

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Everglades Waste  
Removal Services, LLC

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**Appendix H  
Fish & Wildlife Sensitive  
Environments**

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**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>

ATTACHMENT Q

WASTE TRANSPORTER LICENSE



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

**SEPTAGE RECEIVING FACILITY**  
**WASTE HAULER DISCHARGE PERMIT**

**Permit Number: 1165-21**

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: 8/2/2021

Expiration date: 9/30/2023

A handwritten signature in black ink, appearing to be "Mark Darmanin", written over a horizontal line.

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

Prepared by SL  
Prepared Date: 8/2/21

Filing deadline for renewal is July 31, 2023

**COVER PAGE**  
**SEPTAGE RECEIVING FACILITY**  
**WASTE HAULER DISCHARGE PERMIT**

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

**Permit Number: 1165-21**

In accordance with the provisions of § Broward County Sewer Use Ordinance Chapter 34-140 (e) and the terms described in this Waste Hauler Discharge Permit Everglades Waste Removal Services L.L.C. is authorized to discharge into the Septage Receiving Facility at 3100 N. Powerline Road, Pompano Beach, Broward County, FL 33069.

Compliance with this Permit does not relieve Everglades Waste Removal Services L.L.C. of its obligation to comply with all regulations, standards or requirements under local, state and Federal laws, including any such laws, regulations, standards or requirements that may become effective during the term of this permit.

Noncompliance with the terms and conditions of this shall constitute a violation of the Broward County Sewer Use Ordinance.

**This Permit shall become effective on 8/2/2021 and shall expire on 9/30/2023.**



Serene Chang, Natural Resources Administrator

ATTACHMENT S

USED OIL TRANSPORTER LICENSE



## FLORIDA DEPARTMENT OF Environmental Protection

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

**Ron DeSantis**  
Governor

**Jeanette Nuñez**  
Lt. Governor

**Shawn Hamilton**  
Interim Secretary

August 09, 2021

David Sills  
Everglades Waste Removal Services LLC  
PO Box 22490  
Fort Lauderdale, FL 33335- 2490

### BE IT KNOWN THAT

Everglades Waste Removal Services LLC  
3400 SE 9th Avenue, Suite B  
Fort Lauderdale, FL 33316- 3065

### IS HEREBY REGISTERED AS A USED OIL

Transporter, Filter Transporter

pursuant to Chapter 62-710, Florida Administrative Code (F.A.C.)

For regulatory guidance, go to:

[http://www.dep.state.fl.us/waste/categories/used\\_oil/default.htm](http://www.dep.state.fl.us/waste/categories/used_oil/default.htm)

The Department of Environmental Protection hereby issues

Registration Number **FLR000229468** on August 09, 2021

Transporter Type: **FH**

**This registration will expire on 6/30/2022**

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 cancelled check are your receipts.

A handwritten signature in cursive script that reads "Janet Ashwood".

**Janet Ashwood**  
**Environmental Consultant**  
**Waste Compliance Assistance Program**



ATTACHMENT T

APPROVED DISCHARGE CLEANUP ORGANIZATION & CONTRACT WITH CLIFF BERRY, INC.



## FLORIDA DEPARTMENT OF Environmental Protection

Office of Emergency Response  
Marjory Stoneman Douglas Building  
3900 Commonwealth Boulevard, MS 659  
Tallahassee, FL 32399

**Ron DeSantis**  
Governor

**Jeanette Nuñez**  
Lt. Governor

**Shawn Hamilton**  
Interim Secretary

6/21/2021

Cliff Berry, Inc.  
Mr. Clifford L. Berry II  
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, 2022**. 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 cursive script that reads "Mary Alice McElheney".

Mary Alice McElheney, Assistant Deputy Secretary  
Regulatory Programs



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



Cliff Berry, Incorporated  
Environmental Services

Monday, August 24, 2009

## **EMERGENCY RESPONSE AGREEMENT**

**24 HOUR EMERGENCY NUMBER**  
**1.800.899.7745**

By and Between



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

And

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

PROPOSAL NUMBER #: CBEG2009

**CLIFF BERRY, INCORPORATED  
EMERGENCY RESPONSE SERVICES**

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

**RECITALS**

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

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

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

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

**SCOPE OF WORK**

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

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

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

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

**EMERGENCY NOTIFICATION**

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

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

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

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

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

#### **CHANGE ORDER**

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

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

#### **SITE ACCESS**

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

#### **RETAINER**

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

#### **LICENSING**

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

#### **SUPPLEMENTARY TERMS AND CONDITIONS**

##### **MANIFEST AND PRODUCT PROFILING:**

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

**PERSONNEL:**

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

**INSURANCE:**

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

**TAXES:**

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

**RENTAL:**

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

**TERMS OF PAYMENT:**

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

**PROPOSAL ACCEPTANCE**

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

COMPANY NAME:

Everglades Water Repair Saw, LLC

CLIENT SIGNATURE:

Kathy Dalton

CLIENT PRINTED:

Kathy Dalton

TITLE:

Operations Mgr

DATE:

8/1/2009

Witnessed:

Cliff Berry, Incorporated

Authorized Signature:

Kirk Roberts

Signature Printed:

KIRK ROBERTS

Title:

SALES MANAGER

Date:

8/1/2009