

# PORT EVERGLADES FRANCHISE APPLICATION

RECEIVED BY  
PORT EVERGLADES DEPT  
2021 MAR 18 PM 3:35

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 SUN TERMINALS, INC.

(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 11000 NW 29 STREET SUITE 201 DORAL, FL 33172

Phone # ( ) 305 591-7595 E-mail address isabella.montealegre@kingocean.com

Fax #: ( ) \_\_\_\_\_

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

Name FRANCO DA COSTA GOMEZ

Title SECRETARY/TREASURER

Business Address 11000 NW 29 STREET SUITE 201 DORAL, FL 33172

Phone # ( ) 305 591-7595 E-mail address FRANCO@KINGOCEAN.COM

Fax #: ( ) \_\_\_\_\_

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 ISABELLA MONTEALEGRE

Representative's Title DIRECTOR OF HUMAN RESOURCES

Representative's Business Address 11000 NW 29 STREET SUITE 201 DORAL, FL 33172

Representative's Phone # ( ) 305 597-1391

Representative's E-mail address ISABELLA.MONTEALEGRE@KINGOCEAN.COM

Representative's Fax # ( ) \_\_\_\_\_

**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 \_\_\_\_\_  
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 \_\_\_\_\_@\_\_\_\_\_.

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 ( ) 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  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  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 \_\_\_ 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) FRANCO DA COSTA GOMEZ, S/T  
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 XX 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 XX 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" \_\_\_\_\_.

Seaport Port Everglades, FL Number of Years Operating at this Seaport 23 Years

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
KING OCEAN SERVICES	23 years

**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 XX

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 XX

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 XX

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 XX

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 \_\_\_\_\_ 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 XX  
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.

**ENCLOSED**

2. Identify the type of fuel used for each piece of equipment. **DIESEL**
3. Indicate which equipment, if any, is to be domiciled at Port Everglades. **YES**
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 XXNo \_\_\_  
If "No," please explain in the space provided who will operate the equipment and pay wages, taxes, benefits, and insurance, if the franchise is granted. Use additional sheets if necessary.

**Section O**

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

**Section P**

1. Provide a copy of Applicant's safety program.
2. Provide a copy of Applicant's substance abuse policy.
3. Provide a copy of Applicant's employee job training program/policy.
4. Provide information regarding frequency of training.
5. Include equipment operator certificates, if any.

**Section Q**

1. Has the Applicant received within the past five (5) years or does the Applicant have pending any citations, notices of violations, warning notices, or fines from any federal, state, or local environmental regulatory agencies?  
Yes \_\_\_ No XX
  
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 XX
  
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 XX No \_\_\_

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

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

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

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

**Section R**

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

By signing and submitting this application, Applicant certifies that 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.

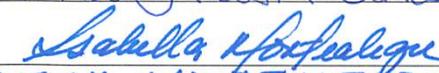
This application and all related records are subject to Chapter 119, F.S., the Florida Public Records Act.

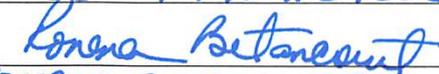
By its execution of this application, Applicant acknowledges that it has read and understands the rules, regulations, terms and conditions of the franchise it is applying for as set forth in Chapter 32, Part II, of the Broward County Administrative Code as amended, and agrees, should the franchise be 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 03/17/2021

Signature name and title - typed or printed Franco Da Costa Gomez, Sec/Trs.

Witness Signature (\*Required\*)   
Witness name-typed or printed ISABELLA MONTEALESRE

Witness Signature (\*Required\*)   
Witness name-typed or printed ROSANA BETANCOURT

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

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

Address \_\_\_\_\_ Phone (\_\_\_\_) \_\_\_\_\_



## CORPORATE OFFICERS & DIRECTOR

### **Mr. Franco Da Costa Gomez – Secretary/Treasurer**

Having studied at the University of Virginia and receiving a BA with a concentration in business, Franco has served as Controller at several local shipping and transportation companies.

In 2009, Franco joined Sun Terminals, Inc. as Controller where he honed his experience and financial knowledge, while guiding the organization from the bottom up. In 2016, Franco was named CFO of Sun Terminals, Inc. and has lent his expertise to ensure the financial upward trajectory of the organization.

### **Mr. John Metzger – Managing Director**

John Metzger has been serving as Managing Director for Sun Terminals, Inc. since October 2018. John brings over 30 years of industry and management experience, with a proven track record of excellence. Prior to joining Sun Terminals, Inc., John served as Regional Head of Procurement and Director of Operations for Hamburg Sud North America. John also holds a Bachelor's Degree in Marine Transportation and Logistics from the United States Merchant Marine Academy. As Managing Director John has streamlined operations, reduced costs, and implemented new efficiencies.

# State of Florida



## Department of State

I certify that the attached is a true and correct copy of the Articles of Incorporation of SUN TERMINALS, INC., a corporation organized under the Laws of the State of Florida, filed on February 18, 1991, as shown by the records of this office.

The document number of this corporation is S32572.

Given under my hand and the  
Great Seal of the State of Florida,  
at Tallahassee, the Capital, this the  
19th day of February, 1991.



CR2EO22 (6-88)

Handwritten signature of Jim Smith in cursive.

Jim Smith  
Secretary of State

ARTICLES OF INCORPORATION  
OF  
SUN TERMINALS, INC.

FILED

1991 FEB 18 PM 1:50

SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

The undersigned subscribers to these Articles of Incorporation, each a natural person competent to contract, hereby associate themselves together to form a corporation under the laws of the State of Florida.

ARTICLE I - NAME

The name of this corporation is:

SUN TERMINALS, INC.

ARTICLE II - NATURE OF BUSINESS

The general nature of the business to be transacted by this corporation is:

Any activity or business permitted under the laws of the United States of America and the State of Florida.

ARTICLE III - CAPITAL STOCK

The maximum number of shares of stock that this corporation is authorized to have outstanding at any one time is:

One Hundred (100) shares of common stock having a par value of Ten (\$10.00) Dollars per share.

ARTICLE IV - INITIAL STOCK

The amount of capital with which this corporation will begin business is:

Five Hundred (\$500.00) Dollars.

ARTICLE V - TERM OF EXISTENCE

This corporation shall exist perpetually.

ARTICLE VI - ADDRESS

The initial post office address of the principal office of this corporation in the State of Florida is Suite 300 Rochester Building, 8390 N.W. 53rd Street, Miami, Florida (Dade County) Zip Code is 33166. The Board of Directors may, from time to time, move the principal office to any other address in Florida.

ARTICLE VII - DIRECTORS

This corporation shall have one (1) director initially, and never more than twelve (12) directors. The number of directors may be increased or diminished from time to time by By-Laws adopted by the stockholders, but shall never be less than one (1).

ARTICLE VIII - INITIAL DIRECTORS

The names and post office addresses of the members of the first Board of Directors are:

President: HECTOR CALDERON  
Secretary/Director: GEORGE PATTERSON

\* both located at: 300 Rochester Building, 8390 N.W. 53rd Street,  
Miami, Florida 33166

ARTICLE IX - SUBSCRIBERS

The names and post office address of the subscribers to these Articles of Incorporation are:

RICHARD B. AUSTIN  
Suite 300, Rochester Building  
8390 N.W. 53rd Street  
Miami, Florida 33166

ARTICLE X

This corporation reserves the right to amend or repeal any provision contained in these Articles of Incorporation, and any right conferred upon the stockholders is subject to this reservation.

The initial By-Laws of this corporation shall be adopted by the Directors. The By-Laws may be amended from time to time by either the stockholders or the directors, but the directors may not alter or amend any By-Laws adopted by the Stockholders.

Ownership of stock shall not be required to make any person eligible to hold office either as an officer or director of this corporation.

The stockholders may, by By-Laws provision or by stockholders agreement, recorded in the minute book, impose such restrictions on the sale, transfer or encumbrance of the stock of this corporation as they may see fit.

Any subscriber or stockholder present at any meeting, either in person or by proxy, and any director present in person at any meeting of the Board of Directors shall conclusively be deemed to have received proper notice of such meeting unless he shall make objections at such meeting to any defect or insufficiency of notice.

Any contract or other transaction between the corporation and one or more of its directors, or between the corporation and any firm of which one or more of its directors are members or employees or in which they are interested, or between the corporation and any corporation or association of which one or more of its directors are shareholders, members, directors, officers or employees, or in which they are interested, shall be valid for all purposes, notwithstanding the presence of such directors at the meeting of the Board of Directors of the corporation, which acts upon, or in reference to, such contract or transaction, and notwithstanding his, or their participation in such action, if the fact of such interest shall be disclosed or known to the Board of Directors and the Board of Directors shall, nevertheless, authorize, approve, and ratify such contract or transaction by a vote of a majority of the directors present, such interested director or directors to be counted in determining whether a quorum is present, but not to be counted in calculating the majority necessary to carry such vote. This section shall not be construed to invalidate any transaction which would otherwise be valid under the common and statutory law applicable.

The Board of Directors in hereby specifically authorized to make provision for reasonable compensation to its members for their service as directors, and to fix the basis and conditions upon which compensation shall be paid. Any director of the corporation may also serve the corporation in any other capacity and receive compensation therefore in any form.

ARTICLE XI

The corporation shall indemnify any director, officer or employee or any former director, officer or employee of the corporation, or any person who may have served at its request as a director, officer or employee of another corporation in which it owns shares of capital stock, or of which it is a creditor, against expenses actually and necessarily incurred by him in connection with the defense of any action, suit or proceeding in which he is made a part by reason of being or having been such a director, officer or employee, except in relation to matters as to which he shall be adjudged in such action, suit or proceeding to be liable for negligence or misconduct in the performance of his duty. The corporation may also reimburse to any director, officer or employee the reasonable cost of settlement of any such action, suit or proceeding, if it shall be found by a majority of a committee composed of the directors not involved in the matter in controversy (whether or not a quorum) that it was to the interest of the corporation that such settlement be made and that such director, officer or employee was not guilty of negligence or misconduct. Such rights of indemnification and reimbursement shall not be deemed exclusive of any other rights to which such director, officer or employee may be entitled under any By-Law agreement, vote of shareholders, or otherwise.

ARTICLE XII - RESIDENT AGENT

The resident agent to accept service of process on behalf of the corporation shall be:

RICHARD B. AUSTIN  
Suite 300, Rochester Building  
8390 N.W. 53rd Street  
Miami, Florida 33166

AGREED AND CONSENTED TO:



ARTICLE XIII - REGISTERED OFFICE AGENT

The street address of the corporation's initial registered office and the name of its initial resident agent at such address is:

RICHARD B. AUSTIN  
Suite 300, Rochester Building  
8390 N.W. 53rd Street  
Miami, Florida 33166

ARTICLE XIV - AMENDMENTS

The Articles of Incorporation may be amended in the manner approved by law. Every amendment shall be approved by the Board of Directors, proposed by them to the stockholders and approved at a stockholder meeting by three-fourths of the stock entitled to vote thereon.



STATE OF FLORIDA  
COUNTY OF DADE

I HEREBY CERTIFY that on this day, before me, a notary public duly authorized to take acknowledgments in the State and County of aforesaid, personally appeared RICHARD B. AUSTIN, to me known to be the person(s) described as subscriber(s) in and who executed the foregoing Articles of Incorporation, and he (they) acknowledged before me that he (they) subscribed to those Articles of Incorporation.

WITNESS my hand and official seal in the County and State above named, this 15<sup>th</sup> day of February, 1991.

 (SEAL)  
Notary Public  
State of Florida at Large  
My Commission expires:

NOTARY PUBLIC STATE OF FLORIDA  
MY COMMISSION EXP. NOV. 23, 1992  
BONDED THROUGH GENERAL INS. AGENCY

# Detail by Entity Name

[Florida Department of State](#)

DIVISION OF CORPORATIONS



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

## Detail by Entity Name

Florida Profit Corporation  
SUN TERMINALS, INC.

### Filing Information

<b>Document Number</b>	S32572
<b>FEI/EIN Number</b>	65-0246224
<b>Date Filed</b>	02/18/1991
<b>State</b>	FL
<b>Status</b>	ACTIVE
<b>Last Event</b>	AMENDMENT
<b>Event Date Filed</b>	01/30/2017
<b>Event Effective Date</b>	NONE

### Principal Address

11000 NW 29 STREET, # 201  
MIAMI, FL 33172

Changed: 05/04/2005

### Mailing Address

11000 NW 29 STREET, # 201  
MIAMI, FL 33172

Changed: 05/04/2005

### Registered Agent Name & Address

PERDOMO, CARLOS  
11000 N.W. 29TH ST. SUITE 201  
MIAMI, FL 33172

Name Changed: 01/08/2004

Address Changed: 01/08/2004

### Officer/Director Detail

#### **Name & Address**

Title P

PERDOMO, CARLOS  
11000 N.W. 29TH ST. SUITE 201  
MIAMI, FL 33172

## Detail by Entity Name

Title ST

DA COSTA GOMEZ, FRANCO  
11000 NW 29 STREET  
SUITE 201  
MIAMI, FL 33172

### Annual Reports

Report Year	Filed Date
2019	02/08/2019
2020	01/15/2020
2021	01/12/2021

### Document Images

<a href="#">01/12/2021 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">01/15/2020 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">02/08/2019 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">01/16/2018 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">01/30/2017 -- Amendment</a>	<a href="#">View image in PDF format</a>
<a href="#">01/23/2017 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
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<a href="#">01/08/2014 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">01/18/2013 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">01/04/2012 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">01/04/2011 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">02/12/2010 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">01/26/2009 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">01/11/2008 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">02/19/2007 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">01/30/2006 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">05/04/2005 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">01/08/2004 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">02/10/2003 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">01/16/2002 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">05/16/2001 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">06/14/2000 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">05/05/1999 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">05/01/1998 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">06/11/1997 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">05/01/1996 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">07/25/1995 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">04/10/1995 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>





## **BUSINESS HISTORY**

**Sun Terminals was established and incorporated in 1991 as a marine terminal facility, cargo handlers, steamship agents & stevedoring service.**

**Since 1991 Sun Terminals has been the dedicated service supplier to King Ocean Services providing compliant services such as receiving of containers and loose cargoes – machinery, vehicles etc. – for exports as well as imports, stevedoring services for King Ocean chartered vessels and maintenance and repair services of containers & yard equipment as needed.**

**As steamship agents the boarding agents receive and dispatch each vessel calling at this terminal in an efficient & compliant fashion.**

**In recent years Sun Terminals has attracted additional customers in the area of cargo handling for ES Windows LLC and lumber giant UFP.**

**As we look towards the future we also look towards expanding our attraction to business when the new terminal is completed.**



## MANAGERIAL EMPLOYEES

THERE ARE NO LONGER ANY ACTUAL RESUMES IN THE EMPLOYEE FILES FOR THEM, HOWEVER YOU CAN SEE THAT WE HAVE LITTLE TO NO TURN-OVER. THEIR HISTORY WITHIN THE ORGANIZATION FOLLOWS

### **Juan Manuel Abud – Maintenance Manager:**

**Has been with the Sun Terminal organization since early 1988.  
Manage refrigerated cargo operation at the terminal with due consideration to cargo, costs, risks, and liabilities  
Oversee repairs of containers and chassis  
Manage the budget for equipment-related maintenance and services  
Ensure employees are performing their job duties in a safe and efficient manner**

### **Noel Carr – Stevedore Manager:**

**Has been with the Sun Terminal organization since 1983.  
Supervises advance-planning activities prior to vessel arrivals into port.  
Checks berth conditions for docking, work areas for safe operation of stevedores and checkers, and that all labor has been assembled for adequate and efficient operations  
Ensures that the load and discharge is performed accurately and in a timely manner  
Ensures that each gang is organized, that each person knows what to and when to do it**

**Shannon Ettaro – Cost Control/ Procurement Manager:**

**Has been with the Sun Terminal organization since 2020.**

**Researches, analyzes, and interprets financial information and market trends**

**Develops financial models to analyze deals and offers to determine viability and profitability**

**Manages key vendor relationships including measuring supplier performance, identifying performance improvement initiatives, and supports corrective action as required**

**Participates in the negotiation of purchase prices and executes business tenders**

**Stefanos Kassetas – Heavy Equipment Manager:**

**Has been with the Sun Terminal organization since 1983.**

**Manage all aspects of heavy equipment and vehicle fleet**

**Strive to minimize equipment ownership costs, while maximizing equipment uptime**

**Develop maintenance program for fleet**

**Closely monitor all shop and equipment expenditures**

**Jorge Molina – Terminal Manager:**

**Has been with the Sun Terminal organization since 2018.**

**Oversee the entire terminal, including machine operators and checkers and admin personnel**

**Monitor Budget, operational metrics, and compliance throughout terminal Plan, implement and oversee the work of staff members to ensure efficiency and compliance with organizational requirements and company procedures  
Initiate and direct investigations to resolve shipper or customer complaints**

**Luis Sanchez – Safety Manager:**

**Has been with the Sun Terminal organization since 2021.**

**Conducts accident investigations and completes incident reporting for Project Management review**

**Coordinates comprehensive on-site safety audits and periodically inspects workplaces and job sites**

**Anticipates required improvements and program changes necessary to ensure a continuous improvement in preventable injuries**

**Train, coach, and counsel staff in safety requirements and protocols**



## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/1/2020

**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> Arthur J. Gallagher Risk Management Services, Inc. 8333 NW 53rd Street Suite 600 Miami FL 33166	<b>CONTACT NAME:</b> PHONE (A/C. No, Ext): 305-592-6080      FAX (A/C. No): 305-592-4049 E-MAIL ADDRESS: _____ _____
<b>INSURED</b> Sun Terminals, Inc. 11000 Northwest 29th Street, Suite 201 Miami FL 33172	SUNTERM-01 <b>INSURER A:</b> American Longshore Mutual Association LTD <b>INSURER B:</b> Pennsylvania Manufacturers Assoc Ins Co      NAIC # 12262 <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>

**COVERAGES      CERTIFICATE NUMBER: 331952901      REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL/SUBR		POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
		INSD	WVD					
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: _____						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$	
	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$	
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$	
A B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	X	ALMA00905-07 USL&H 0429647Y State Act	10/1/2020 10/1/2020	10/1/2021 10/1/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

Workers Compensation includes USL&H coverage, via policy # ALMA00905-07  
 Waiver of Subrogation in favor of certificate holder is included as required by written contract

<b>CERTIFICATE HOLDER</b>  Broward County 1850 Eller Drive Fort Lauderdale FL 33316	<b>CANCELLATION</b>  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 
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<b>Confirmation of Insurance (C1)</b>		Issue Date 27 December 2018
<p><b>Assured</b></p> <p>Sun Terminals Inc. (USA) 3100 Eisenhower Boulevard Ft Lauderdale, FL 33316</p> <p>Assured's Policy of Insurance Number: 14148/2019/001</p>	<p>This confirmation is issued as a matter of information only and confers no rights upon the holder, nor does it amend, extend or alter the insurance coverage afforded.</p> <p>Insurer ("The Association")</p> <p style="text-align: center;"><b>TT Club</b></p> <p style="text-align: center;">Mutual Insurance Limited 90 Fenchurch Street London EC3M 4ST United Kingdom</p> <p>Issuer (on behalf of the Association) Through Transport Mutual Services (Americas) Harborside Financial Center Plaza 5, Suite 2710 185 Hudson Street Jersey City, NJ 07311</p>	
<p>This is to confirm that the Assured is presently insured by the Association under the above mentioned Policy of Insurance in accordance with the standard Insurance Clauses of the Association for the Cover stated below (a copy is available on request) and the terms and conditions of the Assured's insurance against the following principal risks:</p>		
V A L I D	Risks insured under Transport Operator Cover	Limit of Liability (each accident) (unless otherwise noted)
"X"	Clause/Paragraph	
<input checked="" type="checkbox"/>	C1	Customer Liabilities USD 5,000,000
<input checked="" type="checkbox"/>	C2	Errors & Omissions USD 100,000
<input checked="" type="checkbox"/>	C3	Third Party Liabilities USD 5,000,000
<input checked="" type="checkbox"/>	C4	Fines & Duty USD 5,000,000
<input checked="" type="checkbox"/>	C5	Costs USD 5,000,000
<input checked="" type="checkbox"/>	A1	Discretionary Insurance USD 5,000,000
<p>Note: Including Environmental Pollution Liability</p> <p>Note: King Ocean Services Ltd is an Operational Joint Assured on the above mentioned policy.</p>		<p>Account Year: 01 January 2019</p> <p>Policy Review Date: 31 December 2021</p>
<p>Confirmation Holder ("Holder")</p> <p><b>Broward County</b> <b>Attn: Port Everglades Dept.</b> <b>1850 Eller Drive</b> <b>Fort Lauderdale, FL 33316</b></p>		<p><b>Cancellation:</b> If it should become necessary to cancel the insurance before the Policy Review Date by reason of non payment of amounts due to the Association, the Association will endeavour to send 30 days written notice to the Holder, but failure to send such notice shall impose no obligation or liability of any kind upon the Association, its Managers or their agents or its correspondents</p> <p>Signed on behalf of the Insurer:</p> <p style="text-align: center;"><i>Julien F. Emile</i></p>

*Yomogene Dyf*  
Risk Manager  
12/28/18

## Confirmation of Insurance (C1)

Issue Date 27 December 2018

### Assured

Sun Terminals Inc. (USA)  
3100 Eisenhower Boulevard  
Ft Lauderdale, FL 33316

Assured's Policy of Insurance Number: 14088/2019/001

This confirmation is issued as a matter of information only and confers no rights upon the holder, nor does it amend, extend or alter the insurance coverage afforded.

Insurer ("The Association")

### TT Club

Mutual Insurance Limited  
90 Fenchurch Street  
London EC3M 4ST United Kingdom

Issuer (on behalf of the Association)  
Through Transport Mutual Services (Americas)  
Harborside Financial Center  
185 Hudson Street  
Plaza 5, Suite 2710  
Jersey City, NJ 07311

This is to confirm that the Assured is presently insured by the Association under the above mentioned Policy of Insurance in accordance with the standard Insurance Clauses of the Association for the Cover stated below (a copy is available on request) and the terms and conditions of the Assured's insurance against the following principal risks:

V A L I D	Risks insured under Cargo Handling Facility Cover		Limit of Liability (each accident) (unless otherwise noted)
	"X"	Clause/Paragraph	
	<input checked="" type="checkbox"/>	A3	Handling Equipment USD 10,000,000
Confirmation holder is named as an additional insured (Customer Joint Assured) on the above-referenced policy of insurance		Account Year: 01 January 2019	Policy Review Date: 31 December 2021

### Confirmation Holder ("Holder")

**Broward County**  
**Attn: Port Everglades Dept.**  
**1850 Eller Drive**  
**Fort Lauderdale, FL 33316**

### Cancellation:

If it should become necessary to cancel the insurance before the Policy Review Date by reason of non payment of amounts due to the Association, the Association will endeavour to send 30 days written notice to the Holder, but failure to send such notice shall impose no obligation or liability of any kind upon the Association, its Managers or their agents or its correspondents

Signed on behalf of the Insurer:



FOUNDATION RISK PART  
8700 W FLAGLER ST 320  
MIAMI, FL 33174



BROWARD COUNTY  
1850 ELLER DR.  
FT LAUDERDALE, FL 33316

**Policy number: 07648603-6**

Underwritten by:  
Progressive Express Ins Company  
Insured:

→ SUN TERMINALS INC  
September 26, 2020  
Policy Period: Oct 1, 2020 - Oct 1, 2021

**Mailing Address**

Progressive Express Ins Company  
PO Box 94739  
Cleveland, OH 44101

## Additional insured endorsement

**Name of Person or Organization**

BROWARD COUNTY  
1850 ELLER DR.  
FT LAUDERDALE, FL 33316

The person or organization named above is an **insured** with respect to such liability coverage as is afforded by the policy, but this insurance applies to said **insured** only as a person liable for the conduct of another **insured** and then only to the extent of that liability. **We** also agree with **you** that insurance provided by this endorsement will be primary for any power unit specifically described on the **Declarations Page**.

**Limit of Liability**

<b>Bodily Injury</b>	Not applicable
<b>Property Damage</b>	Not applicable
<b>Combined Liability</b>	\$1,000,000 each <b>accident</b>

**All other terms, limits and provisions of this policy remain unchanged.**

This endorsement applies to Policy Number: 07648603-6  
Issued to (Name of Insured): SUN TERMINALS INC  
Effective date of endorsement: 10/01/2020      Policy expiration date: 10/01/2021

Form 1198 (01/04)

*Younger D K*  
*Risk Manager*  
*10/9/2021*

# Confirmation of Insurance (C1)

Issue Date 17 March 2021

## Assured

Sun Terminals Inc. (USA)  
3100 Eisenhower Boulevard  
Ft Lauderdale, FL 33316

Assured's Policy of Insurance Number: 14148/2019/001

This confirmation is issued as a matter of information only and confers no rights upon the holder, nor does it amend, extend or alter the insurance coverage afforded.

Insurer ("The Association")

## TT Club

Mutual Insurance Limited

90 Fenchurch Street  
London EC3M 4ST United Kingdom

Issuer (on behalf of the Association)

Through Transport Mutual Services (Americas)  
Harborside Financial Center  
Plaza 5, Suite 2710  
185 Hudson Street  
Jersey City, NJ 07311

This is to confirm that the Assured is presently insured by the Association under the above mentioned Policy of Insurance in accordance with the standard Insurance Clauses of the Association for the Cover stated below (a copy is available on request) and the terms and conditions of the Assured's insurance against the following principal risks:

V A L I D	Risks insured under Transport Operator Cover		Limit of Liability (each accident) (unless otherwise noted)
	"X"	Clause/Paragraph	
	<input checked="" type="checkbox"/>	C1 Customer Liabilities	USD 5,000,000
	<input checked="" type="checkbox"/>	C2 Errors & Omissions	USD 100,000
	<input checked="" type="checkbox"/>	C3 Third Party Liabilities	USD 5,000,000
	<input checked="" type="checkbox"/>	C4 Fines & Duty	USD 5,000,000
	<input checked="" type="checkbox"/>	C5 Costs	USD 5,000,000
	<input checked="" type="checkbox"/>	A1 Discretionary Insurance	USD 5,000,000

Note: Including Environmental Pollution Liability

Account Year: 01 January 2019

Note: King Ocean Services Ltd is an Operational Joint Assured on the above mentioned policy.

Policy Review Date: 31 December 2021

### Confirmation Holder ("Holder")

**Broward County**  
**Attn: Port Everglades Dept.**  
**1850 Eller Drive**  
**Fort Lauderdale, FL 33316**

### Cancellation:

If it should become necessary to cancel the insurance before the Policy Review Date by reason of non payment of amounts due to the Association, the Association will endeavour to send 30 days written notice to the Holder, but failure to send such notice shall impose no obligation or liability of any kind upon the Association, its Managers or their agents or its correspondents

Signed on behalf of the Insurer:

*Andy Stephen*

### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
01/01/2021

**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 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 endorsements(s).**

<b>PRODUCER</b> ANOVA Marine Insurance Services, LLC 18501 Pinos Blvd Ste 206 Pembroke Pines, FL 33029	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.												
<b>INSURED</b> Sun Terminals, Inc. 11000 NW 29 Street Suite 201 Doral, Florida, 33172, United States	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURERS AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A: TT Club Mutual Insurance LTD</td> <td>AA-1124127</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> </table>	INSURERS AFFORDING COVERAGE	NAIC #	INSURER A: TT Club Mutual Insurance LTD	AA-1124127	INSURER B:		INSURER C:		INSURER D:		INSURER E:	
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**COVERAGES**

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

		TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
X		Handling Equipment	14088-2021-001	01/01/2021	12/31/2021	Cranes	\$10,000,000.00
						Handling Equipment	\$5,420,251.00
						Additional Equipment	\$243,900

Description of Vessel / Locations / Vehicles (Attach ACORD 101 Additional Remarks Schedule, if more space is required)

This certificate is issued for billing and tracking purposes only. TT Club to issue all Certificates of Insurance and Original Policy.

<b>CERTIFICATE HOLDER</b> <b>SUN TERMINALS, INC.</b>	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	<b>AUTHORIZED REPRESENTATIVE</b> 

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DATE (MM/DD/YYYY)  
01/01/2021

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**COVERAGES**

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#	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
X	Terminal Operator Liability	14148-2021-001	01/01/2021	12/31/2021	\$5,000,000	based on 229,957 TEUs

Description of Vessel / Locations / Vehicles (Attach ACORD 101 Additional Remarks Schedule, if more space is required)  
 This Certificate is issue for tracking and billing purposes only. TT Club will issue all COIs and the original policy.

<b>CERTIFICATE HOLDER</b> <b>SUN TERMINALS, INC.</b>	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
AUTHORIZED REPRESENTATIVE	



Date: 01/22/2021 - 10:50AM EST

**Customs Bond Confirmation / Renewal Confirmation**

Please retain this document for your records. If this is your initial bond, you will receive a copy of the bond that was filed with the FMC/Customs. If this is a renewal, you will not receive a copy of the bond because your original bond remains on file.

**IMPORTANT!!**

**PLEASE READ PAYMENT TERMS BELOW AND FOLLOW ALL DEADLINES:**

**Initial Bonds:**

Bond will be filed after payment is received  
(Surety/Bonding Company Requirement)

**Renewal Bonds:**

Payment is due **30 days** prior to effective date to avoid  
cancellation/non-renewal.  
(Surety/Bonding Company Requirement)

The above payment terms are non-negotiable and are set to comply with requirements of the surety company. Anova Marine is not responsible for failure to adhere to the above payment terms and any consequences resulting thereafter.

<b>Principal's Name:</b> Sun Terminals	<b>Bond Number:</b> 2021_16C00077_C-17	<b>Bond Amount:</b> 100000.00	<b>Start Date (From):</b> 03/18/2021
<b>Address:</b> 11000 NW 29 Street Suite 201 Doral 33172 United States	<b>Type of Bond:</b> C-17	<b>Annual Premium:</b> 1350.00	<b>Renewal Date (To):</b> 03/17/2022

**IMPORTANT NOTICE REGARDING BOND PREMIUMS AND SURETY COMPANY POLICIES**

For all initial bonds, premium is due after approval but before processing, your bond will not be placed unless payment in full has been received. For all renewal bonds, payment is due at least 30 days prior to the renewal date. Renewal bonds are due 30 days prior to commencement due to the requirements of the surety company. If bonds are not renewed or cancelled at least 30 days prior to renewal, the surety company may charge a pro-rated premium for any period beyond the renewal date that the bond remains in force. Please note that this policy is that of the surety company, Anova Marine is required to strictly adhere to the requirements set forth herein.



Date: 04/16/2020 - 14:36PM EST

**Customs Bond Confirmation / Renewal Confirmation**

Please retain this document for your records. If this is your initial bond, you will receive a copy of the bond that was filed with the FMC/Customs. If this is a renewal, you will not receive a copy of the bond because your original bond remains on file.

**IMPORTANT!!**

**PLEASE READ PAYMENT TERMS BELOW AND FOLLOW ALL DEADLINES:**

**Initial Bonds:**

Bond will be filed after payment is received  
(Surety/Bonding Company Requirement)

**Renewal Bonds:**

Payment is due **30 days** prior to effective date to avoid  
cancellation/non-renewal.  
(Surety/Bonding Company Requirement)

The above payment terms are non-negotiable and are set to comply with requirements of the surety company. Anova Marine is not responsible for failure to adhere to the above payment terms and any consequences resulting thereafter.

<b>Principal's Name:</b> Sun Terminals	<b>Bond Number:</b> 2020_0722409	<b>Bond Amount:</b> 75000.00	<b>Start Date (From):</b> 06/15/2020
<b>Address:</b> 11000 NW 29 Street Suite 201 Doral 33172 United States	<b>Type of Bond:</b> Performance	<b>Annual Premium:</b> 1050.00	<b>Renewal Date (To):</b> 06/14/2021

**IMPORTANT NOTICE REGARDING BOND PREMIUMS AND SURETY COMPANY POLICIES**

For all initial bonds, premium is due after approval but before processing, your bond will not be placed unless payment in full has been received. For all renewal bonds, payment is due at least 30 days prior to the renewal date. Renewal bonds are due 30 days prior to commencement due to the requirements of the surety company. If bonds are not renewed or cancelled at least 30 days prior to renewal, the surety company may charge a pro-rated premium for any period beyond the renewal date that the bond remains in force. Please note that this policy is that of the surety company, Anova Marine is required to strictly adhere to the requirements set forth herein.

Sun Terminals Inc.  
Balance Sheet  
January 31, 2021

ASSETS

Current Assets		
Bank of America - Chk Acct	\$	82,766.96
Fifth Third Bank - Chk Acct.		63,387.44
Bank of America - CD2153		50,000.00
Accounts Receivable		4,605,408.77
Accounts Receivable - Accrual		(32,266.67)
Martainer, Inc.		208,828.53
A/R King OCean Agency Inc		329,605.70
A/R - Camden Overseas Investmt		2,415.20
A/R - Dole Fresh Fruit Company		181,096.46
Employee Advances		14,698.07
Prepaid Insurance		154,461.36
Prepaid Expenses		13,449.99
		<hr/>
Total Current Assets		5,673,851.81
Property and Equipment		
Equipment and Machinery		5,524,483.78
Leasehold Improvement		673,267.00
Computer Equipment		11,324.09
Camera System (West/South)		27,499.00
Office Trailer 40'		24,000.00
Auto and Trucks		151,258.70
Forklift Model 8FD35U		30,790.00
Taylor Model XRS-9972		1,210,009.40
Taylor Model X-360L		252,100.63
Taylor T15U (Genset)		1,082,256.72
Portable Truck Scale		111,815.00
(4) 2012 Ottawa 4x2 Tractor		250,380.00
(2) 2009 Ottawa 4x2 Tractor		130,754.00
(5) 2006 Ottawa Comando YT50		133,750.00
1 Ottawa YT30T		32,798.70
6 Bomb Cart (Greenfield)		173,250.00
Taylor T15U (18 Genset)		267,120.00
Equipment and Machinery - A/D		(4,886,562.37)
Leasehold Improvements-A/D		(673,267.00)
Camera System (West/Sou) - A/D		(27,499.00)
Computer Equ. - A/D		(9,626.64)
Office Trailer 40'. - A/D		(9,776.42)
Auto and Trucks - A/D		(198,109.34)
Forklift Model 8FD35U - A/D		(30,790.00)
Taylor Model XRS-99.-A/D		(1,081,459.99)
Taylor Model X-360L.-A/D		(199,723.14)
Taylor Model T15U -A/D		(605,143.46)
Portable Truck Scale - A/D		(111,815.00)
(2)2009 Ottawa 4x2 Tractor A/D		(130,754.00)
(5) Ottawa Comando YT50 A/D		(133,750.00)
		<hr/>
Total Property and Equipment		1,988,580.66
Other Assets		
Security Deposits		370,747.67
		<hr/>
Total Other Assets		370,747.67
		<hr/>
Total Assets	\$	<u><u>8,033,180.14</u></u>

LIABILITIES AND CAPITAL  
Unaudited - For Management Purposes Only

Sun Terminals Inc.  
Balance Sheet  
January 31, 2021

<b>Current Liabilities</b>		
Accounts Payable	\$	401,200.99
Sales Tax Payable		801.80
A/P Cusa Investments, Inc.		240,000.00
		<hr/>
<b>Total Current Liabilities</b>		<b>642,002.79</b>
<b>Long-Term Liabilities</b>		
Taylor Leasing & Rental		256,134.02
Taylor Leasing & Rental		36,316.98
Taylor Leasing (Gensets)		67,201.06
Taylor Leasing ( 40 Gensets)		316,258.34
Taylor Leasing (25 Gensets)		256,833.36
Taylor Leasing (18 Gensets)		243,277.94
Fifth Third Bank PPP Funding		2,378,700.00
		<hr/>
<b>Total Long-Term Liabilities</b>		<b>3,554,721.70</b>
<b>Total Liabilities</b>		<b>4,196,724.49</b>
<b>Capital</b>		
Common Stock		1,000.00
Paid-in Capital		920,632.30
Retained Earnings		1,531,413.20
Net Income		1,383,410.15
		<hr/>
<b>Total Capital</b>		<b>3,836,455.65</b>
<b>Total Liabilities &amp; Capital</b>	\$	<b>8,033,180.14</b>
		<hr/> <hr/>

Sun Terminals Inc.  
Income Statement  
For the Four Months Ending January 31, 2021

	Current Month		Year to Date	
<b>Revenues</b>				
Box Rates	\$ 1,556,730.00	71.74	\$ 6,567,480.00	72.26
Box Rates - Bulk	19,800.00	0.91	80,730.00	0.89
Stripping/Stuffing	0.00	0.00	300.00	0.00
Stevedoring	0.00	0.00	2,100.00	0.02
Security Clearance	555.00	0.03	2,934.57	0.03
Bookings Equipment Dispatch	15,789.75	0.73	70,235.25	0.77
Chassis Repairs	29,244.50	1.35	106,627.15	1.17
Container Repairs	50,595.40	2.33	183,257.10	2.02
Container Inspection	16,302.40	0.75	66,755.20	0.73
Container Wash	38,703.25	1.78	245,651.50	2.70
Genset Repairs	36,311.25	1.67	140,616.25	1.55
Genset Fueling	6,035.63	0.28	23,996.82	0.26
Reefer Repairs	39,278.25	1.81	145,526.75	1.60
Refer Monitoring	16,413.75	0.76	67,140.75	0.74
Tire Repairs	5,221.00	0.24	18,400.00	0.20
Vessel Dispatch	763.21	0.04	2,830.83	0.03
Vessel Received	763.18	0.04	3,025.00	0.03
Miscellaneous Income	0.00	0.00	2,612.15	0.03
Doral Yard Rental Chassis	1,782.50	0.08	2,398.45	0.03
Doral Yard Repair & Mnt. Tires	9,695.00	0.45	30,397.50	0.33
Doral Yard Chassis Repair	14,795.75	0.68	89,298.83	0.98
Doral Yard Containers Repair	52,648.50	2.43	154,445.75	1.70
Doral Yard Gate Moves	3,018.75	0.14	16,710.62	0.18
Handling Charges-IN	23,652.00	1.09	118,602.00	1.30
Handling Charges - Out	8,406.00	0.39	41,652.00	0.46
STV - Discharge	75,773.38	3.49	328,834.52	3.62
Transportation Services - STT	35,610.00	1.64	175,710.00	1.93
Transportation Services - DOLE	28,475.00	1.31	123,615.00	1.36
Cold Room Inspection	1,000.00	0.05	4,000.00	0.04
Unstuffing & Transfer (E S W)	43,210.00	1.99	122,585.00	1.35
Unstuffing & Transfer (U F P)	26,520.00	1.22	128,905.00	1.42
STV (N S A)	10,200.00	0.47	17,950.00	0.20
Terminal SVCS (N S A)	920.00	0.04	1,800.00	0.02
Storage (N S A)	1,500.00	0.07	1,500.00	0.02
M & R (N S A)	183.39	0.01	183.39	0.00
	<hr/>		<hr/>	
<b>Total Revenues</b>	<b>2,169,896.84</b>	<b>100.00</b>	<b>9,088,807.38</b>	<b>100.00</b>
	<hr/>		<hr/>	
<b>Cost of Sales</b>				
Mule Tracking GPS Serv.	0.00	0.00	8,021.79	0.09
Wages - Terminal Management	61,101.05	2.82	405,046.26	4.46
Wages - Term/Mng-401K	1,839.60	0.08	12,395.68	0.14
Wages - Ter Mngt-Car All	1,946.16	0.09	8,757.72	0.10
Wages - Terminal Supervisory	31,270.08	1.44	170,648.07	1.88
Wages - Ter. Sup-401K	995.88	0.05	4,941.31	0.05
Wages - Heavy Equipment	27,767.65	1.28	147,058.70	1.62
Wages - Heavy Equipment-401K	810.64	0.04	4,016.92	0.04
Wages - Heavy Equipment-OT	10,910.45	0.50	44,749.94	0.49
Wages - Terminal Security	5,000.00	0.23	26,036.50	0.29
Wages - Ter. Sec-401K	200.00	0.01	968.96	0.01
Wages - Containers	26,383.60	1.22	141,438.76	1.56
Wages - Containers-401K	1,243.62	0.06	5,904.79	0.06
Wages - Containers-OT	7,634.91	0.35	35,295.57	0.39
Wages - Chassis	34,531.76	1.59	174,231.05	1.92
Wages - Chassis-401K	1,357.07	0.06	6,804.74	0.07
Wages - Chassis-OT	17,060.16	0.79	73,867.90	0.81
Wages - Mule	19,301.92	0.89	98,043.73	1.08
Wages - Mule 401K	694.79	0.03	3,005.68	0.03

For Management Purposes Only

Sun Terminals Inc.  
Income Statement  
For the Four Months Ending January 31, 2021

	Current Month		Year to Date	
Wages - Mule OT	7,255.99	0.33	22,231.18	0.24
Wages - Reefers	17,920.79	0.83	84,795.40	0.93
Wages - Reefers-401K	583.15	0.03	2,890.11	0.03
Wages - Reefers-OT	5,382.56	0.25	25,122.91	0.28
Wages - Tires	5,240.64	0.24	19,033.48	0.21
Wages - Tires 401K	190.60	0.01	676.06	0.01
Wages - Tires OT	1,252.32	0.06	4,631.43	0.05
Crane Expenses	0.00	0.00	4,410.00	0.05
Lashing Equipment Purchases	0.00	0.00	4,517.93	0.05
Tires Expenses	4,872.78	0.22	80,700.19	0.89
Repairs & Maint.-Machinery	27,625.33	1.27	124,536.95	1.37
Repairs & Maint. Terminal	14,805.69	0.68	29,849.77	0.33
Repairs & Maintenance-Courier	1,095.04	0.05	3,234.08	0.04
Gas, Oil and Lubricants	29,403.97	1.36	138,753.92	1.53
Supplies and Parts Purchases	5,508.82	0.25	34,699.63	0.38
Weld Consumables - Terminal	1,352.91	0.06	13,172.89	0.14
Payroll Taxes	52,254.88	2.41	266,073.17	2.93
Handling Equipment Insurance	10,342.56	0.48	38,711.57	0.43
Worker's Compensation	96,709.66	4.46	385,194.64	4.24
Insurance Group	61,446.70	2.83	316,972.47	3.49
Cargo Handling Facility Liabil	32,266.67	1.49	129,066.66	1.42
Equipment Rental	0.00	0.00	658.86	0.01
Terminal Use	163,929.14	7.55	808,274.12	8.89
Utilities	29,032.59	1.34	122,079.43	1.34
Water and Sewer	1,167.25	0.05	5,019.64	0.06
Ice / Bottled Water	846.03	0.04	3,478.85	0.04
Security	49,607.46	2.29	226,926.34	2.50
Doral Yard Purchases	23,623.45	1.09	72,711.17	0.80
Doral Yard Direct Labor	74,778.98	3.45	403,893.57	4.44
Doral Yard Direct Labor-401K	2,593.10	0.12	12,970.01	0.14
Doral Yard Direct -Car All	3,107.70	0.14	13,984.65	0.15
Doral Yard Direct Labor-OT	16,657.10	0.77	64,509.51	0.71
Doral Yard Water,Sewer & Electr	1,081.78	0.05	1,714.70	0.02
Doral Yard Waste Disposal	1,479.92	0.07	5,942.58	0.07
<b>Total Cost of Sales</b>	<b>993,464.90</b>	<b>45.78</b>	<b>4,842,671.94</b>	<b>53.28</b>
<b>Gross Profit</b>	<b>1,176,431.94</b>	<b>54.22</b>	<b>4,246,135.44</b>	<b>46.72</b>
<b>Expenses</b>				
Wages - Administration	13,989.28	0.64	72,538.06	0.80
Wages - Adm. 401K	511.57	0.02	2,497.37	0.03
Wages - Administration-Car All	203.86	0.01	917.37	0.01
Wages - Administration OT	91.11	0.00	1,778.81	0.02
Wages Yard Operation	167,001.17	7.70	879,811.18	9.68
Wages Yard Operation-401K	7,642.14	0.35	41,055.01	0.45
Wages Yard Operation-CAR	50.00	0.00	225.00	0.00
Wages Yard Operation-OT	57,551.72	2.65	366,925.27	4.04
Wages - Vessel Operation	69,339.63	3.20	380,913.42	4.19
Wages - Vessel Op. 401K	2,842.94	0.13	15,409.86	0.17
Wages - Vessel Op. OT	18,661.20	0.86	105,837.31	1.16
Doral Yard Rent	26,750.00	1.23	107,000.00	1.18
Taxes	0.00	0.00	7,009.16	0.08
Waste Disposal	2,824.93	0.13	8,451.87	0.09
Office Trailers Rent	2,132.95	0.10	9,898.68	0.11
Doral Yard Telephone	1,581.78	0.07	8,293.48	0.09
Doral Yard - Utilities FPL	1,641.12	0.08	6,340.59	0.07
Doral Yard - Uniforms	2,594.04	0.12	12,121.49	0.13
Doral Yard - Landscaping	1,700.00	0.08	4,850.00	0.05
Doral Yard - Ice / Water	172.38	0.01	987.94	0.01

For Management Purposes Only

Sun Terminals Inc.  
Income Statement  
For the Four Months Ending January 31, 2021

	Current Month		Year to Date	
Doral Yard - Weld Consumables	2,802.34	0.13	22,831.03	0.25
Bank Service Charges	4,858.51	0.22	16,073.67	0.18
Employee Screening	444.00	0.02	1,335.41	0.01
ADP Charges	793.86	0.04	2,564.79	0.03
Computer Service	0.00	0.00	11,308.38	0.12
Depreciation	58,559.83	2.70	367,989.32	4.05
Insurance - General	1,350.00	0.06	1,350.00	0.01
COVID 19 Testing expenses	2,140.00	0.10	7,276.00	0.08
Licenses and Other Taxes	6,700.00	0.31	151,659.31	1.67
Office Expenses	18,154.26	0.84	40,506.20	0.45
Office Repair & Maintenance	342.91	0.02	5,633.84	0.06
Safety Equipment	5,371.40	0.25	5,371.40	0.06
Vehicles	1,638.19	0.08	20,052.37	0.22
Professional Fees	17,302.50	0.80	94,807.21	1.04
Telephone	14,771.45	0.68	41,901.85	0.46
Interests Expenses	5,920.92	0.27	24,883.16	0.27
Meals & Entertainment	89.73	0.00	7,757.04	0.09
Sales Tax	1,042.10	0.05	6,562.44	0.07
	<u>519,563.82</u>		<u>2,862,725.29</u>	
Total Expenses	519,563.82	23.94	2,862,725.29	31.50
Net Income	<u>\$ 656,868.12</u>	30.27	<u>\$ 1,383,410.15</u>	15.22

For Management Purposes Only

Sun Terminals Inc.  
Statement of Cash Flow  
For the four Months Ended January 31, 2021

	Current Month	Year to Date
<b>Cash Flows from operating activities</b>		
Net Income	\$ 656,868.12	\$ 1,383,410.15
Adjustments to reconcile net income to net cash provided by operating activities		
Computer Equ. - A/D	293.76	1,175.04
Office Trailer 40'. - A/D	298.33	1,193.32
Auto and Trucks - A/D	3,394.67	13,578.68
Taylor Model XRS-99.-A/D	30,478.26	121,913.04
Taylor Model X-360L.-A/D	5,628.70	22,514.80
Taylor Model T15U -A/D	18,466.11	73,864.44
(5) Ottawa Comando YT50 A/D	0.00	133,750.00
Accounts Receivable	(803,436.06)	(1,710,656.07)
Accounts Receivable - Accrual	32,266.67	157,435.67
Martainer, Inc.	0.00	(1,971.00)
A/R King Ocean Agency Inc	(2,286.60)	(5,033.00)
A/R Others	20,000.00	0.00
A/R - Dole Fresh Fruit Company	(13,652.00)	43,996.97
Employee Advances	(4,260.00)	(538.65)
Prepaid Insurance	19,307.66	(154,461.36)
Prepaid Expenses	(13,449.99)	(13,449.99)
Accounts Payable	72,411.72	255,537.72
Sales Tax Payable	124.78	495.09
A/P - Others	0.00	(4,809.97)
	<u>(634,413.99)</u>	<u>(1,065,465.27)</u>
<b>Net Cash provided by Operations</b>	<u>22,454.13</u>	<u>317,944.88</u>
<b>Cash Flows from investing activities</b>		
Used For		
(5) 2006 Ottawa Comando YT50	0.00	(133,750.00)
1 Ottawa YT30T	0.00	(32,798.70)
	<u>0.00</u>	<u>(166,548.70)</u>
<b>Net cash used in investing</b>	<u>0.00</u>	<u>(166,548.70)</u>
<b>Cash Flows from financing activities</b>		
Proceeds From		
Used For		
Taylor Leasing & Rental	(20,818.48)	(82,798.19)
Taylor Leasing & Rental	(2,050.10)	(8,144.76)
Taylor Leasing (Gensets)	(2,400.82)	(9,525.92)
Taylor Leasing ( 40 Gensets)	(9,347.25)	(37,087.81)
Taylor Leasing (25 Gensets)	(5,546.53)	(21,995.23)
Taylor Leasing (18 Gensets)	(4,014.68)	(15,960.05)
	<u>(44,177.86)</u>	<u>(175,511.96)</u>
<b>Net cash used in financing</b>	<u>(44,177.86)</u>	<u>(175,511.96)</u>
<b>Net increase &lt;decrease&gt; in cash</b>	<u>\$ (21,723.73)</u>	<u>\$ (24,115.78)</u>
<b>Summary</b>		
Cash Balance at End of Period	\$ 220,969.40	\$ 220,969.40
Cash Balance at Beg of Period	<u>(242,693.13)</u>	<u>(245,085.18)</u>

Unaudited - For Internal Use Only.

Sun Terminals Inc.  
Statement of Cash Flow  
For the four Months Ended January 31, 2021

	Current Month	Year to Date
Net Increase <Decrease> in Cash	\$ <u>(21,723.73)</u>	\$ <u>(24,115.78)</u>

## SUN TERMINALS INC. CREDIT REFERENCES

VENDOR NAME

ADDRESS

TELEPHONE

VENDOR NAME

ADDRESS

TELEPHONE

VENDOR NAME

ADDRESS

TELEPHONE

VENDOR NAME

ADDRESS

TELEPHONE

RECEIVED BY  
PORT EVERGLADES DEPT.  
BUSINESS ADMINISTRATION

2018 JUN 28 AM 11:12

**INDEMNITY AND PAYMENT BOND**

BOND NO. 0722409

KNOW ALL BY THESE PRESENTS:

That we, SUN TERMINALS, INC. as INDEMNITOR and INTERNATIONAL FIDELITY INSURANCE COMPANY as SURETY, a surety company authorized to do business in the State of Florida, are held and firmly bound unto BROWARD COUNTY, as OBLIGEE, a political subdivision of the State of Florida, in the full sum of **SEVENTY-FIVE THOUSAND DOLLARS (\$ 75,000.00)**, for the payment of which we bind ourselves, our heirs, successors, assigns and personal representatives for the performance of the obligations hereinafter set forth:

NOW THEREFORE, the condition of this obligation is such that if INDEMNITOR, its heirs, executors, administrators, successors and assigns shall well and truly save harmless and keep indemnified BROWARD COUNTY, its successors and assigns, from and against all loss, costs, expenses, damages, injury, claims, actions, liabilities and demands of every kind (including but not limited to all reasonable attorney's fees to and through appellate, supplemental and bankruptcy proceedings) which arises from, is caused by, or results from or on account of:

- (i) failure of INDEMNITOR to pay to BROWARD COUNTY, when due, any and all tariff or other charges that have accrued at Port Everglades (whether relating to the furnishing of services or materials to INDEMNITOR, 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 INDEMNITOR, its principals, agents, servants or employees; or, otherwise); or
- (ii) non-compliance by INDEMNITOR, 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
- (iii) any act, omission, negligence or misconduct of INDEMNITOR, its principals, agents, servants or employees in Port Everglades (whether causing injury to persons or otherwise;

then these obligations shall be null and void, otherwise to remain in full force and effect.

AS A FURTHER CONDITION of this obligation that it shall remain in full force and effect until and unless the Surety provides at least ninety (90) days prior written notice to BROWARD COUNTY of its intention to terminate this Bond.

Any notices required herein shall be given in writing and be delivered to: Broward County's Port Everglades Department, Attn: Director of Administration, 1850 Eller Drive, Fort Lauderdale, Florida 33316, with a copy to: Broward County Administrator, Governmental Center, 115 S. Andrews Avenue, Fort Lauderdale, Florida 33301.

IN WITNESS WHEREOF, INDEMNITOR has caused this Bond to be executed by SUN TERMINALS, INC., on this 15TH day of JUNE, 2018, and attested to by its Secretary and its corporate seal to be affixed, and the Surety has caused this Bond to be executed on this 15TH day of JUNE, 2018, in its name, by its Attorney-in-Fact, duly authorized to do so.

**INDEMNITOR:**

ATTEST: 

Company Name: SUN TERMINALS, INC.

\_\_\_\_\_  
Corporate Secretary

By: 

FRANCO DA COSTA GOMEZ  
(Print Name of Secretary)

CARLOS PERDOMO  
(Print Name of Pres./Vice Pres.)

(SEAL)

Title: PRESIDENT  
(Print)

15TH day of JUNE, 20 18

**SURETY:**

Company Name: INTERNATIONAL FIDELITY INSURANCE COMPANY

ATTEST:  
See Power of Attorney

By: 

(SEAL)

JESSICA PALMERI  
(Print Name of Pres./Vice Pres.)

Title: ATTORNEY IN FACT  
(Print)

15<sup>th</sup> day of JUNE, 20 18

**POWER OF ATTORNEY**  
**INTERNATIONAL FIDELITY INSURANCE COMPANY**  
**ALLEGHENY CASUALTY COMPANY**

Bond # 0722409

One Newark Center, 20<sup>th</sup> Floor, Newark, New Jersey 07102-5207 PHONE: (973) 624-7200

**KNOW ALL MEN BY THESE PRESENTS:** That **INTERNATIONAL FIDELITY INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of New Jersey, and **ALLEGHENY CASUALTY COMPANY** a corporation organized and existing under the laws of the State of New Jersey, having their principal office in the City of Newark, New Jersey, do hereby constitute and appoint

LINDA C. SHEFFIELD, CONWAY C. MARSHALL, STEPHEN BEAHM, DAVID C. JOSEPH, JESSICA PALMERI, MARGARET SCHATZMAN, ROXANNE CRAVEN, ANDREA BECKER, CLARK P. FITZ-HUGH, DARLENE A. BORNT, CATHERINE C. KEHOE, KRISTINE DONOVAN, ELIZABETH W. KEARNEY

New Orleans, LA

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said **INTERNATIONAL FIDELITY INSURANCE COMPANY** and **ALLEGHENY CASUALTY COMPANY**, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of **INTERNATIONAL FIDELITY INSURANCE COMPANY** and **ALLEGHENY CASUALTY COMPANY** and is granted under and by authority of the following resolution adopted by the Board of Directors of **INTERNATIONAL FIDELITY INSURANCE COMPANY** at a meeting duly held on the 20th day of July, 2010 and by the Board of Directors of **ALLEGHENY CASUALTY COMPANY** at a meeting duly held on the 10th day of July, 2015 :

"**RESOLVED**, that (1) the Chief Executive Officer, President, Executive Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, **INTERNATIONAL FIDELITY INSURANCE COMPANY** and **ALLEGHENY CASUALTY COMPANY** have each executed and attested these presents on this 31st day of December, 2016



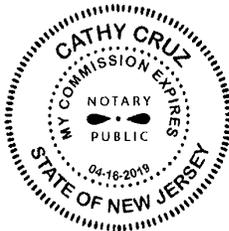
STATE OF NEW JERSEY  
County of Essex

George R. James

Executive Vice President (International Fidelity Insurance Company) and  
Vice President (Allegheny Casualty Company)



On this 31st day of December, 2016, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of **INTERNATIONAL FIDELITY INSURANCE COMPANY** and **ALLEGHENY CASUALTY COMPANY**; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.



IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

Cathy Cruz a Notary Public of New Jersey  
My Commission Expires April 16, 2019

**CERTIFICATION**

I, the undersigned officer of **INTERNATIONAL FIDELITY INSURANCE COMPANY** and **ALLEGHENY CASUALTY COMPANY** do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand on this day, June 15, 2018

Maria H. Branco, Assistant Secretary

## SUN TERMINALS YARD EQUIPMENT

DESCRIPTION	MAKE	MODEL	YEAR	SERIAL NUMBER OR VIN
MULE	OTTAWA	C-30	1995	304371
MULE	OTTAWA	C-30	1995	304369
MULE	OTTAWA	C-30	1995	304305
MULE	OTTAWA	C-30	1995	301689
MULE	OTTAWA	C-30	1995	304964
MULE	OTTAWA	C-30	1997	303562
MULE	OTTAWA	C-30	2000	301648
MULE	OTTAWA	C-30	1998	80988
MULE	OTTAWA	C-30	1995	80987
MULE	OTTAWA	C-30	1997	80984
MULE	OTTAWA	C-30	1999	80989
MULE	OTTAWA	C-30	1998	80978
MULE	OTTAWA	C-30	1997	73603
MULE	OTTAWA	C-30	1997	73609
MULE	OTTAWA	C-30	1997	73608
MULE	OTTAWA	C-30	1997	73601
MULE	OTTAWA	C-30	1997	73604
MULE	CAPACITY		2000	15478
BOMB CART		GE		123226
BOMB CART		GE		132630
BOMB CART		GE		132032
BOMB CART		GE		105250
BOMB CART		GE		105251
BOMB CART		GE		105252
BOMB CART		GE		108260
BOMB CART		GE		108259
BOMB CART		GE		108258
BOMB CART		GE		108264
BOMB CART		GE		108263
BOMB CART		GE		108262
BOMB CART		GE		108261

## SUN TERMINALS YARD EQUIPMENT

EMPTY CONTAINER HANDLER	TAYLOR	TEC150H	1992	H21549
EMPTY CONTAINER HANDLER	TAYLOR	TEC C155	2013	H25590
EMPTY CONTAINER HANDLER	HYSTER	H450	2000	15E2011564V
EMPTY CONTAINER HANDLER	HYSTER	H450	2005	214E02201C
TOP LOADER	TAYLOR	TEC950L	1991	SKI20926
TOP LOADER	TAYLOR	TEC950L	1991	SKI21072
TOP LOADER	TAYLOR	TEC950L	1996	SKI24115
TOP LOADER	TAYLOR	TEC950L	1993	SKI22333
TOP LOADER	TAYLOR	TEC950L	1997	SKI25371
TOP LOADER	TAYLOR	TEC950L	2006	SKI124758
TOP LOADER	TAYLOR	THDC975	2006	SX233058
TOP LOADER	TAYLOR	THDC955	2006	SX232788
TOP LOADER	TAYLOR	TXLC975	2012	SHB36916
FORK LIFT	CATERPILAR	DP135	1995	5DP00033
FORK LIFT	CATERPILAR	DP40	1995	3CM12469
FORK LIFT	CATERPILAR	DP40	2000	3CM16666
FORK LIFT	TAYLOR	Y52-WOM	1974	S-70-10188
FORK LIFT	TAYLOR	TE300M	1990	SH620505
FORK LIFT	TOYOTA	7FDAU50	2005	ST61142

## BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-831-4000  
VALID OCTOBER 1, 2020 THROUGH SEPTEMBER 30, 2021

**DBA:**  
**Business Name:** SUN TERMINALS INC

**Owner Name:** SUN TERMINALS INC  
**Business Location:** 4000 MCINTOSH ROAD  
HOLLYWOOD  
**Business Phone:** 305-591-7595

**Receipt #:** 329-268258  
**Business Type:** ALL OTHERS (CARGO  
HANDLER/STEVEDORE)

**Business Opened:** 04/01/2015  
**State/County/Cert/Reg:**  
**Exemption Code:**

Rooms                      Seats                      Employees                      Machines                      Professionals

100

Tax Amount	Number of Machines:			Vending Type:			Total Paid
	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost		
150.00	0.00	0.00	37.50	0.00	25.00	212.50	

### 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:**  
SUN TERMINALS INC  
11000 NW 29 ST #201  
DORAL, FL 33172

**Receipt #** WWW-20-00167644  
**Paid** 02/25/2021 212.50

2020 - 2021

## BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-831-4000  
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**Receipt #** WWW-20-00167644  
**Paid** 02/25/2021 212.50

# SUN TERMINAL, INC.

## Safety, Health & Environmental Manual

### Table of Contents

#### *Corporate Safety, Health and Environmental Policy*

#### **Safety & Health SOP's**

1. Motor Vehicle Safety	P01
2. Accident Investigation	P02
3. Hazard Communication	P03
4. Safe Work Permit	P04
5. Confined Space Entry	P05
6. Linebreaking	P06
7. Hot Work	P07
8. Lockout/Tagout	P08
9. Fall Protection and use of MEWPs\	P09
10. Respirator Program	P010
11. Haz Mat Transportation Security Program	P011
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14. Industrial Hygiene	P014
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**Environmental SOP's**

1. Environmental Management	E01
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3. Petroleum Product & Fuel Management	E03
4. Equipment Cleaning	E04
5. Mercury Containing Device & Lamp Mgmt	E05
6. Noise Abatement Program	E06
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**Guidance Documents**

1. Personal Protective Equipment Use and Matrix
2. Eyewash/Safety Shower Requirements
3. Handling and Storage of Flammable Materials
4. Grounding and Bonding Systems
5. Instructions for OSHA/EPA inspections
6. Press and Crisis Management
7. Inspection and Testing of Fire Equipment.
8. Hoist and Sling Inspections
9. Recordability Guidelines
10. Oxy-Acetylene Inspections
11. Working in and Around Water
12. Vehicle Safety Kits-Content & Inspection
13. Hearing Conservation Program
14. Classification of Hazardous Areas

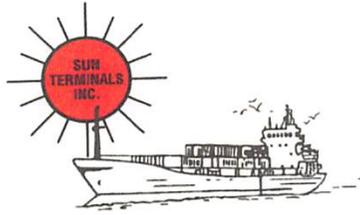
## **Forms**

### ***Safety Forms***

S-01-1	Driver Consent Form
S-02-1	Incident Investigation Form
S-03-1	Chemical Inventory Form
S-04-1	Safe Work Permit Form
S-09-1	MOT Weekly Inspection Form
S-09-2	MOT Daily Inspection Forms (Time Sheets)
S-09-3	Pre-Project Checklist
S-10-1	Respirator Training Record
S-10-2	Respirator Fit Test Record
S-10-3	Respirator Medical Clearance Form
S-12-1	Equipment Inspection Form
S-12-2	HAZMAT Vehicle Checklist
S-14-1	Employee Notification of Test Results Form
S-16-1	Hurricane Equipment Checklist
S-16-2	Hurricane Action Checklist
S-16-3	Hurricane Employee Tracking Form
S-18-1	Hepatitis A Vaccination Declination Form
S-18-2	Hepatitis A Vaccination Log
S-21-1	Trench Logs
SGD-12-1	Hoist-Sling Inspections
SGD-12-2	Hoist-Sling Inspection Monthly Report Fleet CDL Hours Exception Form

### ***Environmental Forms***

E-01, F-01	Environmental Compliance Attachment to Subcontracts
E-08, F-01	NPDES & SPCC Daily Inspection Log
E-08, F-02	NPDES & SPCC Weekly Inspection Log
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E-08, F-04	NPDES – Rainfall Log Sheet
E-08, F-05	Visual Water Quality Monitoring Form
E-09, F-01	Stormwater Pollution Prevention Plan (SWP3)
E-09, F-02	Erosion Control Plan (ECP)
E-09, F-03	FDEP Notice of Intent (NOI)
E-09, F-04	Authorized Representative Letter
E-09, F-05	FDEP Notice of Termination (NOT)
E-09, F-06A	Inspection Form (online form), private jobs
E-09, F-06B	Inspection Form (hand fill), private jobs
E-09, F-07	Subcontractor Certification Form



## SAFETY

Sun Terminals has had, since 2016, an established safety culture where safety meetings are conducted at least once per month with topics ranging from vehicle to yard safety and equipment operation.

Following are examples.











## **Drug and Alcohol Policy**

### **Purpose**

In compliance with the Drug-Free Workplace Act of 1988, our Company has a longstanding commitment to provide a safe, quality-oriented and productive work environment. Alcohol and drug abuse poses a threat to the health and safety of our Company employees and to the security of the company's equipment and facilities. For these reasons, our Company is committed to the elimination of drug and alcohol use and abuse in the workplace.

### **Scope**

This policy applies to all employees and all applicants for employment of our Company. The human resource (HR) department is responsible for policy administration.

### **Employee Assistance**

The Company will assist and support employees who voluntarily seek help for drug or alcohol problems before becoming subject to discipline or termination under this or other Company policies. Such employees will be allowed to use accrued paid time off, placed on leaves of absence, referred to treatment providers and otherwise accommodated as required by law. Employees may be required to document that they are successfully following prescribed treatment and to take and pass follow-up tests if they hold jobs that are safety-sensitive or require driving, or if they have violated this policy previously. Once a drug test has been initiated under this policy, unless otherwise required by the Family and Medical Leave Act or the Americans with Disabilities Act, the employee will have forfeited the opportunity to be granted a leave of absence for treatment, and will face possible discipline, up to and including discharge.

Employees should report to work fit for duty and free of any adverse effects of illegal drugs or alcohol. This policy does not prohibit employees from the lawful use and possession of prescribed medications. Employees must, however, consult with their doctors about the medications' effect on their fitness for duty and ability to work safely, and they must promptly disclose any work restrictions to their supervisor.

### **Work Rules**

1. Whenever employees are working, are operating any Company vehicle, are present on Company premises or are conducting company-related work offsite, they are prohibited from:
  - a. Using, possessing, buying, selling, manufacturing or dispensing an illegal drug (to include possession of drug paraphernalia).
  - b. Being under the influence of alcohol or an illegal drug as defined in this policy.
  - c. Possessing or consuming alcohol.
2. The presence of any detectable amount of any illegal drug, illegal controlled substance or alcohol in an employee's body system, while performing company business or while in a company facility, is prohibited.

3. The Company will also not allow employees to perform their duties while taking prescribed drugs that are adversely affecting their ability to safely and effectively perform their job duties. Employees taking a prescribed medication must carry it in a container labeled by a licensed pharmacist or be prepared to produce the container if asked.
4. Any illegal drugs or drug paraphernalia will be turned over to an appropriate law enforcement agency and may result in criminal prosecution.

### **Required Testing**

#### ***Pre-employment***

Applicants being considered for hire must pass a drug test before beginning work or receiving an offer of employment. Refusal to submit to testing will result in disqualification of further employment consideration.

#### ***Reasonable suspicion***

Employees are subject to testing based on (but not limited to) observations by at least two members of management of apparent workplace use, possession or impairment. HR should be consulted before sending an employee for testing. Management must use the Reasonable Suspicion Observation Checklist to document specific observations and behaviors that create a reasonable suspicion that an employee is under the influence of illegal drugs or alcohol.

Examples include:

- Odors (smell of alcohol, body odor or urine).
- Movements (unsteady, fidgety, dizzy).
- Eyes (dilated, constricted or watery eyes, or involuntary eye movements).
- Face (flushed, sweating, confused or blank look).
- Speech (slurred, slow, distracted mid-thought, inability to verbalize thoughts).
- Emotions (argumentative, agitated, irritable, drowsy).
- Actions (yawning, twitching).
- Inactions (sleeping, unconscious, no reaction to questions).

When reasonable suspicion testing is warranted, both management and HR will meet with the employee to explain the observations and the requirement to undergo a drug and/or alcohol test within two hours. Refusal by an employee will be treated as a positive drug test result and will result in immediate termination of employment

*Under no circumstances will the employee be allowed to drive himself or herself to the testing facility. A member of management must transport the employee or arrange for a cab and arrange for the employee to be transported home.*

#### ***Post-accident***

Employees are subject to testing when they cause or contribute to accidents that seriously damage Company vehicle, machinery, equipment or property or that result in an injury to themselves or another employee requiring offsite medical attention. A circumstance that constitutes probable belief will be presumed to arise in any instance involving a work-related accident or injury in which an employee who was operating a motorized vehicle (including a Company forklift, pickup truck, overhead crane or aerial/man-lift) is found to be responsible for

causing the accident. In any of these instances, the investigation and subsequent testing must take place within two hours following the accident, if not sooner. Refusal by an employee will be treated as a positive drug test result and will result in immediate termination of employment.

*Under no circumstances will the employee be allowed to drive himself or herself to the testing facility. A member of management must transport the employee or arrange for a cab and arrange for the employee to be transported home.*

### **Collection and Testing Procedures**

Employees subject to alcohol testing will be transported to a Company-designated facility and directed to provide breath/urine specimens. Specimens will be tested by trained technicians using federally approved testing devices capable of producing printed results that identify the employee. If an employee's breath alcohol concentration is .04 or more, a second breath specimen will be tested approximately 20 minutes later. The results of the second test will be determinative. Alcohol tests may, however, be a breath, blood or saliva test, at the company's discretion. For purposes of this policy, test results generated by law enforcement or medical providers may be considered by the company as work rule violations.

Applicants and employees subject to drug testing will be sent to a Company-designated testing facility and directed to provide urine specimens. Applicants and employees may provide specimens in private unless they appear to be submitting altered, adulterated or substitute specimens. Collected specimens will be sent to a federally certified laboratory and tested for evidence of marijuana, cocaine, opiates, amphetamines, PCP, benzodiazepines, methadone, methaqualone and propoxyphene use. (Where indicated, specimens may be tested for other illegal drugs.) The laboratory will screen all specimens and confirm all positive screens. There must be a chain of custody from the time specimens are collected through testing and storage.

The laboratory will transmit all positive drug test results to a medical review officer (MRO) retained by our Company, who will offer individuals with positive results a reasonable opportunity to rebut or explain the results. Individuals with positive test results may also ask the MRO to have their split specimen sent to another federally certified laboratory to be tested at the applicant's or employee's own expense. Such requests must be made within 72 hours of notice of test results. If the second facility fails to find any evidence of drug use in the split specimen, the employee or applicant will be treated as passing the test. In no event should a positive test result be communicated to our Company until such time that the MRO has confirmed the test to be positive.

### **Consequences**

Applicants who refuse to cooperate in a drug test or who test positive will not be hired and will not be allowed to reapply/retest in the future.

Employees who refuse to cooperate in required tests or who use, possess, buy, sell, manufacture or dispense an illegal drug in violation of this policy will be terminated. If the employee refuses to be tested, yet the company believes he or she is impaired, under no circumstances will the employee be allowed to drive himself or herself home.

Employees who test positive, or otherwise violate this policy, will be subject to discipline, up to and including termination. Depending on the circumstances, the employee's work history/record and any state law requirements, our Company may offer an employee who violates this policy or

tests positive the opportunity to return to work on a last-chance basis pursuant to mutually agreeable terms, which could include follow-up drug testing at times and frequencies determined by our Company for a minimum of one year but not more than two years as well as a waiver of the right to contest any termination resulting from a subsequent positive test. If the employee either does not complete the rehabilitation program or tests positive after completing the rehabilitation program, the employee will be immediately discharged from employment.

Employees will be paid for time spent in alcohol or drug testing and then suspended pending the results of the drug or alcohol test. After the results of the test are received, a date and time will be scheduled to discuss the results of the test; this meeting will include a member of management and HR. Should the results prove to be negative, the employee will receive back pay for the times/days of suspension.

### **Confidentiality**

Information and records relating to positive test results, drug and alcohol dependencies, and legitimate medical explanations provided to the MRO will be kept confidential to the extent required by law and maintained in secure files separate from normal personnel files. Such records and information may be disclosed among managers and supervisors on a need-to-know basis and may also be disclosed when relevant to a grievance, charge, claim or other legal proceeding initiated by or on behalf of an employee or applicant.

### **Inspections**

Our Company reserves the right to inspect all portions of its premises for drugs, alcohol or other contraband. All employees, contract employees and visitors may be asked to cooperate in inspections of their persons, work areas and property that might conceal a drug, alcohol or other contraband. Employees who possess such contraband or refuse to cooperate in such inspections are subject to appropriate discipline, up to and including discharge.

### **Crimes Involving Drugs**

Our Company prohibits all employees, from manufacturing, distributing, dispensing, possessing or using an illegal drug in or on company premises or while conducting company business. Company employees are also prohibited from misusing legally prescribed or over-the-counter (OTC) drugs. Law enforcement personnel may be notified, as appropriate, when criminal activity is suspected.

Our Company does not desire to intrude into the private lives of its employees but recognizes that employees' off-the-job involvement with drugs and alcohol may have an impact on the workplace. Therefore, our Company reserves the right to take appropriate disciplinary action for drug use, sale or distribution while off company premises. All employees who are convicted of, plead guilty to or are sentenced for a crime involving an illegal drug are required to report the conviction, plea or sentence to HR within five days. Failure to comply will result in automatic discharge. Cooperation in complying may result in suspension without pay to allow management to review the nature of the charges and the employee's past record with our Company.

**Definitions**

“Company premises” includes all buildings, offices, facilities, grounds, parking lots, warehouses, places and vehicles owned, leased or managed by our Company or any site on which the company is conducting business.

“Illegal drug” means a substance whose use or possession is controlled by federal law but that is not being used or possessed under the supervision of a licensed health care professional. (Controlled substances are listed in Schedules I-V of 21 C.F.R. Part 1308.)

“Refuse to cooperate” means to obstruct the collection or testing process; to submit an altered, adulterated or substitute sample; to fail to show up for a scheduled test; to refuse to complete the requested drug testing forms; or to fail to promptly provide specimen(s) for testing when directed to do so, without a valid medical basis for the failure. Employees who leave the scene of an accident without justifiable explanation prior to submission to drug and alcohol testing will also be considered to have refused to cooperate and will automatically be subject to discharge.

“Under the influence of alcohol” means an alcohol concentration equal to or greater than .04, or actions, appearance, speech or bodily odors that reasonably cause a supervisor to conclude that an employee is impaired because of alcohol use.

“Under the influence of drugs” means a confirmed positive test result for illegal drug use per this policy. In addition, it means the misuse of legal drugs (prescription and possibly OTC) when there is not a valid prescription from a physician for the lawful use of a drug in the course of medical treatment (containers must include the patient’s name, the name of the substance, quantity/amount to be taken and the period of authorization).

**Enforcement**

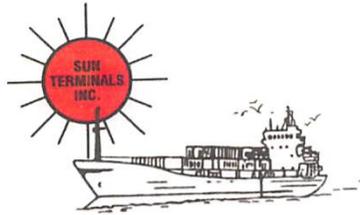
The HR department is responsible for policy interpretation, administration and enforcement.

**Drug and Alcohol Policy Certificate of Receipt**

I hereby certify that I have received a copy of the Company’s Drug and Alcohol Policy.

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date



## EQUIPMENT OPERATORS

**(1) Trevor Cain**

**(2) Maynor Castro**

**(3) Felix Folgar**

**(4) Alexander Velez**

**(5) Oscar Garcia**

**(6) Eliemar Salazar**

**(7) Frantz Nelson**

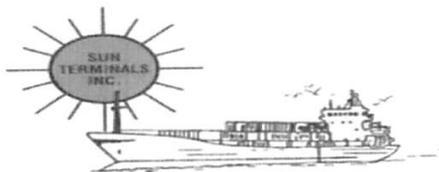
**(8) Harold Roqueso**

**(9) Heriberto Padilla**

**(10) Leonardo Pena**

**(11) Annie Varela**

**(12) Camilo Veras**



# CERTIFICATE OF COMPLETION

AWARDED TO

**TREVOR CAIN**

FOR SUCCESSFULLY COMPLETING  
**LIFT TRUCK SAFETY COURSE**

**TAYLOR 950**

DECEMBER 2020

Date

(FILE COPY)

NOEL CARR - Instructor



# CERTIFICATE OF COMPLETION

AWARDED TO

**MAYNOR CASTRO**

FOR SUCCESSFULLY COMPLETING  
**LIFT TRUCK SAFETY COURSE**  
**TAYLOR 950**

DECEMBER 2020

Date

(FILE COPY)

NOEL CARR - Instructor



# CERTIFICATE OF COMPLETION

AWARDED TO

**FELIX FOLGAR**

FOR SUCCESSFULLY COMPLETING  
**LIFT TRUCK SAFETY COURSE**

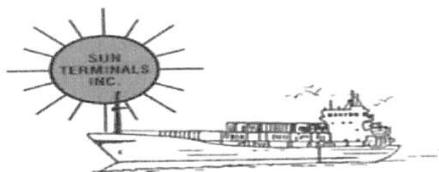
**TAYLOR 950**

DECEMBER 2020

Date

(FILE COPY)

NOEL CARR - Instructor



# CERTIFICATE OF COMPLETION

AWARDED TO

**ELIEMAR SALAZAR**

FOR SUCCESSFULLY COMPLETING  
**LIFT TRUCK SAFETY COURSE**

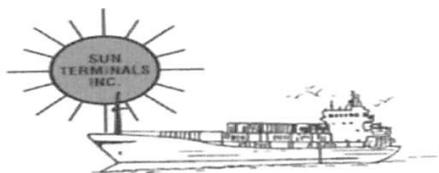
**TAYLOR 950**

DECEMBER 2020

Date

(FILE COPY)

NOEL CARR - Instructor



# CERTIFICATE OF COMPLETION

AWARDED TO

**CAMILO VERAS**

FOR SUCCESSFULLY COMPLETING

**LIFT TRUCK SAFETY COURSE**

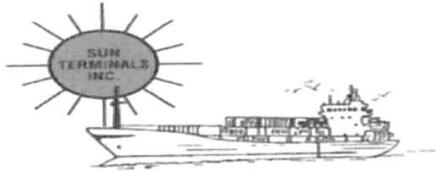
**TAYLOR 950**

DECEMBER 2020

Date

(FILE COPY)

NOEL CARR - Instructor



# CERTIFICATE OF COMPLETION

AWARDED TO

**ANNIE VARELA**

FOR SUCCESSFULLY COMPLETING

**LIFT TRUCK SAFETY COURSE**

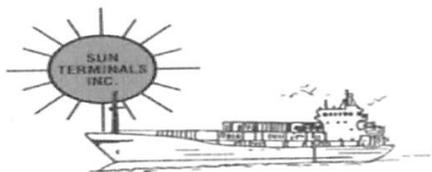
**TAYLOR 950**

DECEMBER 2020

Date

(FILE COPY)

NOEL CARR - Instructor



# CERTIFICATE OF COMPLETION

AWARDED TO

**OSCAR GARCIA**

FOR SUCCESSFULLY COMPLETING  
**LIFT TRUCK SAFETY COURSE**

**TAYLOR 950**

NOVEMBER 2020

Date

(FILE COPY)

NOEL CARR - Instructor



# CERTIFICATE OF COMPLETION

AWARDED TO

**FRANTZ NELSON**

FOR SUCCESSFULLY COMPLETING  
**LIFT TRUCK SAFETY COURSE**

**TAYLOR 950**

NOVEMBER 2020

Date

(FILE COPY)

NOEL CARR - Instructor



# CERTIFICATE OF COMPLETION

AWARDED TO

**HAROLD ROQUESO**

FOR SUCCESSFULLY COMPLETING  
**LIFT TRUCK SAFETY COURSE**

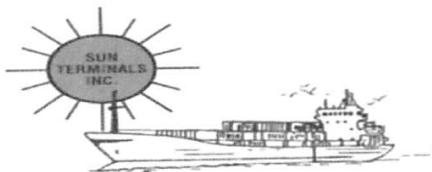
**TAYLOR 950**

JANUARY 2021

Date

(FILE COPY)

NOEL CARR - Instructor



# CERTIFICATE OF COMPLETION

AWARDED TO

**HERIBERTO PADILLA**

FOR SUCCESSFULLY COMPLETING  
**LIFT TRUCK SAFETY COURSE**

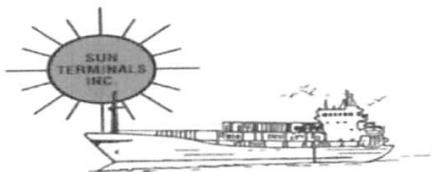
**TAYLOR 950**

JANUARY 2021

Date

(FILE COPY)

NOEL CARR - Instructor



# CERTIFICATE OF COMPLETION

AWARDED TO

**LEONARDO PENA**

FOR SUCCESSFULLY COMPLETING

**LIFT TRUCK SAFETY COURSE**

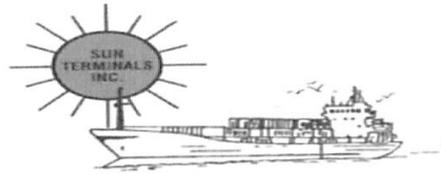
**TAYLOR 950**

JANUARY 2021

Date

(FILE COPY)

NOEL CARR - Instructor



# CERTIFICATE OF COMPLETION

AWARDED TO

**ALEXANDER VELEZ**

FOR SUCCESSFULLY COMPLETING  
**LIFT TRUCK SAFETY COURSE**

**TAYLOR 950**

DECEMBER 2020

Date

(FILE COPY)

NOEL CARR - Instructor



ENVIROS

Enforcement Action Advanced Search

Search Reset

**No information was found matching your selection criteria. Please try again.**

Enforcement Action Number:

House Number:  To:

Street:      
**Direction Street Name Street Type Suite**

City:  Zip:

Section:  Township:  Range:

Respondent:

[Help on this page](#)  
Screen ID: 23473



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# Florida Hazardous Waste Handler Search Results



Florida Department of Environmental Protection

## Hazardous Waste Facilities Search Results

### Selection Criteria for This Handler Search:

EPAID: % ; Name: SUN TERMINALS, INC.% ; Address: % ; City: % ; County: %

#### For Facility Data Links:

**A**ctivities -- provides a list of RCRA compliance activities and violations.

**M**apping in GIS -- this opens a **[NEW IMPROVED]** GIS mapping tool focused on the facility.

**D**ocuments -- this provides a list of electronic documents available online.

**E**rror Reporting -- send us feedback to address data errors.

**C**ounty Verification -- County or RPC verification of Facility and Waste for this site.

#### For a Generator Status History:

click on the **Status**. - **N**NOT indicates a facility is a Non-Notifier and may not have been issued the associated EPAID - **C**heck with **DEP** before using that EPAID!

[Legend of Status Types](#)

EPA ID	Name	County	Address	Contact	Status	As of	Data Links
<b>Search has retrieved 0 Facilities</b>							

### Legend of Status Types:

- LQG - Large Quantity Generator
- SQG - Small Quantity Generator
- CES - Conditionally Exempt Small Quantity Generator
- UOT - Used Oil Transporter
- TRA - Hazardous Waste Transporter
- TSD - Treatment/Storage/Disposal Facility
- CLO - Closed
- NHR - Non-Handler of Hazardous Waste

UNITED STATES  
DEPARTMENT OF LABOR



Occupational Safety and Health Administration

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## Establishment Search Results

Establishment	Date Range	Office	Zipcode	State
Sun Terminals Inc.	03/01/2016 to 03/20/2021	all	all	all

*Please note that inspections which are known to be incomplete will have the identifying Activity Nr shown in italic. Information for these open cases is especially dynamic, e.g., violations may be added or deleted.*

Sort By: **Date** | Name | Office | State Return to Search ↻

Results 1 - 4 of 4

### By Date

	#	Activity	Opened	RID	St	Type	Sc	SIC	NAICS	Vio	Establishment Name
<input type="checkbox"/>	1	1255261.015	08/15/2017	0418800	FL	FollowUp	Partial		488320		Sun Terminals, Inc.
<input type="checkbox"/>	2	1215914.015	03/08/2017	0418800	FL	Referral	Partial		488320		Sun Terminals, Inc.
<input type="checkbox"/>	3	1183707.015	10/11/2016	0418800	FL	Fat/Cat	Complete		488320	2	Sun Terminals, Inc.
<input type="checkbox"/>	4	1138902.015	04/08/2016	0418800	FL	Referral	Partial		488320		Sun Terminals, Inc.

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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White House  
Severe Storm and Flood Recovery Assistance  
Disaster Recovery Assistance

**OCCUPATIONAL SAFETY AND HEALTH**

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Freedom of Information Act

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Inspection Detail | Occupational Safety and Health Administration

UNITED STATES  
DEPARTMENT OF LABOR



Occupational Safety and Health Administration

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Inspection Detail

Case Status: **CLOSED**

Inspection: **1183707.015 - Sun Terminals, Inc.**

Inspection Information - Office: Ft. Lauderdale

Nr: <b>1183707.015</b>	Report ID: 0418800	Open Date: 10/11/2016
Sun Terminals, Inc.		
4000 Mcintosh Rd		Union Status: NonUnion
Fort Lauderdale, FL 33316		
SIC:		
NAICS: 488320/Marine Cargo Handling		
Mailing: 11000 Nw 29th Street Suite 201, Doral, FL 33172		
Inspection Type:	Fat/Cat	
Scope:	Complete	Advanced Notice: N
Ownership:	Private	
Safety/Health:	Safety	Close Conference: 04/05/2017
Emphasis:	L:Maritime	Close Case: <b>08/29/2017</b>
Related Activity:	Type	ID
	Accident	1144602
		Safety
		Health

Case Status: **CLOSED**

Violation Summary

	Serious	Willful	Repeat	Other	Unclass	Total
Initial Violations	2					2
Current Violations	2					2
Initial Penalty	\$25,223	\$0	\$0	\$0	\$0	\$25,223
Current Penalty	\$16,429	\$0	\$0	\$0	\$0	\$16,429
FTA Amount	\$0	\$0	\$0	\$0	\$0	\$0

Violation Items

#	ID	Type	Standard	Issuance	Abate	Curr\$	Init\$	Fta\$	Contest	LastEvent
1.	<b>01001</b>	Serious	19170044 E	04/05/2017	07/21/2017	\$10,140	\$12,675	\$0		I - Informal Settlement
2.	<b>01002</b>	Serious	19170044 F	04/05/2017	07/21/2017	\$6,289	\$12,548	\$0		I - Informal Settlement

Accident Investigation Summary

Summary Nr: 89511.015	Event: 10/10/2016	Employee Is Killed When Struck By Tractor Trailer.
At 2:15 p.m. on October 10, 2016, an employee driving a golf cart at the terminal yard, crossed an intersection and the employee was struck and killed by tractor trailer.		

**U.S. Department of Labor**  
Occupational Safety and Health Administration  
1000 South Pine Island Road  
Suite 100  
Fort Lauderdale, FL 33324  
Phone: 954-424-0242 Fax: 954-424-3073



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## Citation and Notification of Penalty

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**To:**  
Sun Terminals, Inc.  
and its successors  
11000 NW 29th Street Suite 201  
Doral, FL 33172

**Inspection Number:** 1183707  
**Inspection Date(s):** 10/11/2016 - 04/05/2017  
**Issuance Date:** 04/05/2017

**Inspection Site:**  
4000 MCINTOSH RD  
Fort Lauderdale, FL 33316

*The violation(s) described in this Citation and Notification of Penalty is (are) alleged to have occurred on or about the day(s) the inspection was made unless otherwise indicated within the description given below.*

---

This Citation and Notification of Penalty (this Citation) describes violations of the Occupational Safety and Health Act of 1970. The penalty(ies) listed herein is (are) based on these violations. You must abate the violations referred to in this Citation by the dates listed and pay the penalties proposed, unless within 15 working days (excluding weekends and Federal holidays) from your receipt of this Citation and Notification of Penalty you either call to schedule an informal conference (see paragraph below) or you mail a notice of contest to the U.S. Department of Labor Area Office at the address shown above. Please refer to the enclosed booklet (OSHA 3000) which outlines your rights and responsibilities and which should be read in conjunction with this form. Issuance of this Citation does not constitute a finding that a violation of the Act has occurred unless there is a failure to contest as provided for in the Act or, if contested, unless this Citation is affirmed by the Review Commission or a court.

**Posting** - The law requires that a copy of this Citation and Notification of Penalty be posted immediately in a prominent place at or near the location of the violation(s) cited herein, or, if it is not practicable because of the nature of the employer's operations, where it will be readily observable by all affected employees. This Citation must remain posted until the violation(s) cited herein has (have) been abated, or for 3 working days (excluding weekends and Federal holidays), whichever is longer.

**Informal Conference** - An informal conference is not required. However, if you wish to have such a conference you may request one with the Area Director during the 15 working day contest period. During such an informal conference you may present any evidence or views which you believe would support an adjustment to the citation(s) and/or penalty(ies).

If you are considering a request for an informal conference to discuss any issues related to this Citation and Notification of Penalty, you must take care to schedule it early enough to allow time to contest after the informal conference, should you decide to do so. Please keep in mind that a written letter of intent to contest must be submitted to the Area Director within 15 working days of your receipt of this Citation. The running of this contest period is not interrupted by an informal conference.

If you decide to request an informal conference, please complete, remove and post the Notice to Employees next to this Citation and Notification of Penalty as soon as the time, date, and place of the informal conference have been determined. Be sure to bring to the conference any and all supporting documentation of existing conditions as well as any abatement steps taken thus far. If conditions warrant, we can enter into an informal settlement agreement which amicably resolves this matter without litigation or contest.

**Right to Contest** – You have the right to contest this Citation and Notification of Penalty. You may contest all citation items or only individual items. You may also contest proposed penalties and/or abatement dates without contesting the underlying violations. Unless you inform the Area Director in writing that you intend to contest the citation(s) and/or proposed penalty(ies) within 15 working days after receipt, the citation(s) and the proposed penalty(ies) will become a final order of the Occupational Safety and Health Review Commission and may not be reviewed by any court or agency.

**Penalty Payment** – Penalties are due within 15 working days of receipt of this notification unless contested. (See the enclosed booklet and the additional information provided related to the Debt Collection Act of 1982.) Make your check or money order payable to “DOL-OSHA”. Please indicate the Inspection Number on the remittance. You can also make your payment electronically on [www.pay.gov](http://www.pay.gov). On the left side of the pay.gov homepage, you will see an option to Search Public Forms. Type “OSHA” and click Go. From the results, click on OSHA Penalty Payment Form. The direct link is:

<https://www.pay.gov/paygov/forms/formInstance.html?agencyFormId=53090334>.

You will be required to enter your inspection number when making the payment. Payments can be made by credit card or Automated Clearing House (ACH) using your banking information. Payments of \$25,000 or more require a Transaction ID, and also must be paid using ACH. If you require a Transaction ID, please contact the OSHA Debt Collection Team at (202) 693-2170.

OSHA does not agree to any restrictions or conditions or endorsements put on any check, money order, or electronic payment for less than the full amount due, and will process the payments as if these restrictions or conditions do not exist.

**Notification of Corrective Action** – For each violation which you do not contest, you must provide *abatement certification* to the Area Director of the OSHA office issuing the citation and identified above. This abatement certification is to be provided by letter within 10 calendar days after each abatement date. Abatement certification includes the date and method of abatement. If the citation indicates that the violation was corrected during the inspection, no abatement certification is required for that item. The abatement certification letter must be posted at the location where the violation appeared and the corrective action took place or employees must otherwise be effectively informed about abatement activities. A sample abatement certification letter is enclosed with this Citation. In addition, where the citation indicates that *abatement documentation* is necessary, evidence of the purchase or repair of equipment, photographs or video, receipts, training records, etc., verifying that abatement has occurred is required to be provided to the Area Director.

**Employer Discrimination Unlawful** – The law prohibits discrimination by an employer against an

employee for filing a complaint or for exercising any rights under this Act. An employee who believes that he/she has been discriminated against may file a complaint no later than 30 days after the discrimination occurred with the U.S. Department of Labor Area Office at the address shown above.

**Employer Rights and Responsibilities** – The enclosed booklet (OSHA 3000) outlines additional employer rights and responsibilities and should be read in conjunction with this notification.

**Notice to Employees** – The law gives an employee or his/her representative the opportunity to object to any abatement date set for a violation if he/she believes the date to be unreasonable. The contest must be mailed to the U.S. Department of Labor Area Office at the address shown above and postmarked within 15 working days (excluding weekends and Federal holidays) of the receipt by the employer of this Citation and Notification of Penalty.

**Inspection Activity Data** – You should be aware that OSHA publishes information on its inspection and citation activity on the Internet under the provisions of the Electronic Freedom of Information Act. The information related to these alleged violations will be posted when our system indicates that you have received this citation. You are encouraged to review the information concerning your establishment at [www.osha.gov](http://www.osha.gov). If you have any dispute with the accuracy of the information displayed, please contact this office.

**U.S. Department of Labor**  
Occupational Safety and Health Administration



## NOTICE TO EMPLOYEES OF INFORMAL CONFERENCE

An informal conference has been scheduled with OSHA to discuss the citation(s) issued on 04/05/2017. The conference will be held by telephone or at the OSHA office located at 1000 South Pine Island Road, Suite 100, Fort Lauderdale, FL 33324 on \_\_\_\_\_ at \_\_\_\_\_ . Employees and/or representatives of employees have a right to attend an informal conference.

**CERTIFICATION OF CORRECTIVE ACTION WORKSHEET**

**Inspection Number: 1183707**

Company Name: Sun Terminals, Inc.  
Inspection Site: 4000 MCINTOSH RD, Fort Lauderdale, FL 33316  
Issuance Date: 04/05/2017

List the specific method of correction for each item on this citation in this package that does not read "Corrected During Inspection" and return to: **U.S. Department of Labor – Occupational Safety and Health Administration, 1000 South Pine Island Road, Suite 100, Fort Lauderdale, FL 33324**

Citation Number \_\_\_\_\_ and Item Number \_\_\_\_\_ was corrected on \_\_\_\_\_  
By (Method of Abatement): \_\_\_\_\_

Citation Number \_\_\_\_\_ and Item Number \_\_\_\_\_ was corrected on \_\_\_\_\_  
By (Method of Abatement): \_\_\_\_\_

Citation Number \_\_\_\_\_ and Item Number \_\_\_\_\_ was corrected on \_\_\_\_\_  
By (Method of Abatement): \_\_\_\_\_

Citation Number \_\_\_\_\_ and Item Number \_\_\_\_\_ was corrected on \_\_\_\_\_  
By (Method of Abatement): \_\_\_\_\_

Citation Number \_\_\_\_\_ and Item Number \_\_\_\_\_ was corrected on \_\_\_\_\_  
By (Method of Abatement): \_\_\_\_\_

Citation Number \_\_\_\_\_ and Item Number \_\_\_\_\_ was corrected on \_\_\_\_\_  
By (Method of Abatement): \_\_\_\_\_

I certify that the information contained in this document is accurate and that the affected employees and their representatives have been informed of the abatement.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Typed or Printed Name

\_\_\_\_\_  
Title

**NOTE: 29 USC 666(g) whoever knowingly makes any false statements, representation or certification in any application, record, plan or other documents filed or required to be maintained pursuant to the Act shall, upon conviction, be punished by a fine of not more than \$10,000 or by imprisonment of not more than 6 months or both.**

**POSTING: A copy of completed Corrective Action Worksheet should be posted for employee review**

**U.S. Department of Labor**  
Occupational Safety and Health Administration

**Inspection Number:** 1183707  
**Inspection Date(s):** 10/11/2016 - 04/05/2017  
**Issuance Date:** 04/05/2017



**Citation and Notification of Penalty**

**Company Name:** Sun Terminals, Inc.  
**Inspection Site:** 4000 MCINTOSH RD, Fort Lauderdale, FL 33316

---

**Citation 1 Item 1** Type of Violation: **Serious**

29 CFR 1917.44(e): Stop signs were not posted at main entrances and exits of structures and at blind intersections where visibility was impaired.

On or about 10/11/2016, at the above addressed jobsite, employees are exposed to a struck-by hazard due to stop signs not being posted at intersections at the terminal yard.

**ABATEMENT DOCUMENTATION REQUIRED FOR THIS ITEM**

Date By Which Violation Must be Abated:	04/17/2017
Proposed Penalty:	\$12675.00

See pages 1 through 4 of this Citation and Notification of Penalty for information on employer and employee rights and responsibilities.

U.S. Department of Labor

Occupational Safety and Health Administration  
Fort Lauderdale Area Office  
1000 Pine Island Road - Suite 100



Fort Lauderdale, FL 33324  
Phone: (954) 424-0242  
Fax: (954) 424-3073

March 28, 2017

**MEMORANDUM FOR:** KURT A. PETERMEYER  
Regional Administrator

BA Concurrence	4/3/17
Enforcement Program Concurrence	4/3/17

**FROM:** CONDELL EASTMOND  
Area Director

**SUBJECT:** Notification of Results of Fatality Investigation

EMPLOYER NAME: Sun Terminals, Inc.		INSPECTION#: 1183707	6-MONTH DATE: April 10, 2017	
DATE/ TIME OF ACCIDENT: October 10, 2016 (4) approximately 2:26 PM	DATE/ TIME OF DEATH: October 10, 2016 (4) approximately 2:26 PM	DATE/ TIME OF REPORTING October 10, 2016 (4) approximately 5:04 PM	INSPECTION DATE: October 11, 2016	
CSHO NAME (b) (7)(C)	TEAM LEADER: Beatriz Cabrera	TYPE OF INDUSTRY: Loading and unloading services at ports and harbors	NAICS: 488320	# OF EE'S: 150
PROPOSED PENALTY: \$25,223.00	ACCIDENT RELATED ITEMS: YES	WITNESS STATEMENTS: YES	COMPREHENSIVE INSPECTION: YES	

**ESTABLISHMENT INFORMATION:** Sun Terminals, Inc. is a company based in Port Everglades, Florida that performs loading and unloading services at ports and harbors. The shipping container terminal yard where the accident occurred is located at 4000 McIntosh Road in Port Everglades, Florida. At the time of the accident and for the prior year, the company had a total of 150 employees. A search of the IMIS system revealed that the company has received serious citations in the past 5 years. A prior incident occurred at this same facility on February 10, 2016,

where an employee was run-over and crushed to death by a tractor trailer that was being driven by a self-employed truck driver who was entering the marine terminal. Below is the summary of the violations and citations issued as a result of that inspection.

**Inspection: 1125182.015 - Sun Terminals, Inc. Violation Items**

	#ID	Type	Standard	Issuance
1.	01001	Serious	19100334 A02 II	07/29/2016
2.	01002	Serious	19170030 A01	07/29/2016
3.	01003	Serious	19170071 E	07/29/2016
4.	01004	Serious	19170151 G01	07/29/2016
5.	01005	Serious	19170151 G04	07/29/2016
6.	02001	Other	19101200 E01	07/29/2016

Crowley Liner Services, LLC is a company based in Port Everglades, Florida that performs loading and unloading services at ports and harbors. The company had a total of 10,000 employees. A search of the IMIS system revealed the following inspection.

**Inspection: 1108758.015 - Crowley Liner Services LLC Violation Items**

	#ID	Type	Standard	Issuance
1.	01001	Serious	19100304 B02	12/22/2015

**LOCAL & NATIONAL UNION INFORMATION:** Sun Terminals, Inc. is a non-union shop. Crowley Liner Services is a union shop with International Brotherhood of Teamsters Local-769.

**FALLS STRUCK-BY CAUGHT-IN ELECTROCUTION DROWNING BURNS CHEMICAL OTHER:**

**NEXT-OF-KIN INVOLVEMENT:** AAD Cabrera called (b) (7)(C) on 10/12/2016 at 8:00AM and left him a voice message referencing OSHA's condolences on behalf of the loss of his wife and provided him with the OSHA Fatality investigation process along with the compliance officer's work phone extension number in the event (b) (7)(C) would need to contact the compliance officer for future assistance. On October 14, 2016, the compliance officer (CSHO) called and spoke with (b) (7)(C) husband of the deceased, and informed him of the inspection process. On October 14, 2016, a letter of notification and condolence was sent by the area office to the decedent's husband via mail. On October 15, 2016, a letter of notification and condolence from the Assistant Secretary was also sent to the National Office. On November 11th, 2016, December 15th, 2016 and January 16th, 2017, the NOK was updated on the status of the investigation.

**ACCIDENT DESCRIPTION:** On October 10, 2016, Ms. Luisa Anderson (victim), Yard Supervisor for Sun Terminals, Inc. (STI), was operating a Textron EZ-GO electric golf cart at the STI marine terminal. While crossing an intersection, the victim was struck-by (b) (7)(C)

(b) (7)(C) driver of an orange 2016 Capacity "mule tractor" and trailer, employed by Crowley Liner Services, LLC (CLS). The accident was reported to the area office by Mr. Frederic Ward, STI Safety Consultant from Bowman and Brook, on October 10, 2016.

**INVESTIGATION FINDINGS:** During the CSHO's investigation interviews, (b) (7)(C) (b) (7)(C) Operator for STI, stated that while he was in the process of loading a 45 foot container onto a tractor trailer of an independent truck driver, he observed Ms. Anderson on a golf cart at the STI marine terminal traveling in the westbound direction. The independent truck driver that was waiting for a container was parked at the north side of where the 45 foot containers were located, but didn't obstruct the visibility of any of the tractor trailer drivers. As soon as (b) (7)(C) grabbed the container, he looked back and the accident had occurred. (b) (7)(C) indicated that Ms. Anderson, driver of the Textron EZ-GO electric golf cart, was an employee of STI, and that (b) (7)(C) driver of the mule tractor that was involved in the accident, was an employee from CLS. The mule was traveling in the eastbound direction when it collided with the golf cart.

On October 11, 2016, the CSHO visited the location of where the accident had occurred which was within a driving path that was boarded on all sides by stacked shipping containers. There was a path that permitted traffic to travel north and south and a path that permitted traffic to travel east and west. The two paths intersected; however, there were no stop signs, speed limit signs, traffic signals, vehicular routes (lane markings), or other traffic control devices that regulated traffic.

There was a stop sign observed at another intersection located approximately 180 feet (measured with a measuring tape) from the accident location. Also, at approximately 40 feet from that same stop sign, was another stop sign that was on the ground as it appeared to have been run over by a truck which was confirmed through interviews - Also, based on the accident photos provided by (b) (7)(C) the CSHO observed that the container configurations had changed and was informed by STI management that the configuration changes on a daily basis and is dependent on the amount of containers on any given day.

During the visual inspection of the tractor trailer (mule) involved in the collision, the CSHO observed the inside cab where a monitor with a numeric keyboard had been mounted on the right side of the cab which partially blocked the operator's view to the right. The CSHO performed a visual inspection of the golf cart and observed that the front-left wheel was detached as a result of the crash. For both vehicles, no mechanical defects were observed that would have contributed to or caused the crash.

Mr. Danilo Ferrer, Terminal Manager for STI and Supervisor of Ms. Anderson, indicated that on the day of the accident, Ms. Anderson was checking the availability of containers. Mr. Ferrer indicated that the golf carts are used by management on a daily basis to move around the yard since it is a big yard. Mr. Ferrer indicated that the company did not train him on the use of a golf cart. Mr. Ferrer stated that he doesn't think the golf cart can travel more than 10 miles per hour (MPH) and that he hasn't seen a written company policy that determines the minimum or maximum speed limit. However, the unwritten policy imposed by STI is that the speed limit is 10 MPH. Mr. Ferrer also indicated that he has worked in the marine industry for 15 years and the speed limit for the industry is 10 MPH.

Mr. Ferrer informed the CSHO, that at the yard, there are currently no vehicular flow markings or a vehicular flow company policy that he's aware of. (b) (7)(C) also indicated that there are no stop signs and no vehicular flow markings at the yard and that he thinks the speed limit is 5 MPH. Mr. Ferrer also stated that Ms. Anderson was riding on the main access/street that goes south to north and that (b) (7)(C) was supposed to stop at the intersection. Mr. Ferrer indicated the instruction is that any motor vehicle that crosses this main access/street at an intersection needs to stop; however, there is no written company policy for this instruction that he's aware of. However, Mr. Ferrer said they have verbally communicated this instruction to the employees of STI.

During the CSHO's interview, Ms. Vanessa Maduro, Human Resource Manager for STI, indicated that one of their security cameras was able to record the accident. The CSHO requested a copy of the surveillance video which was provided to the CSHO. The CSHO reviewed the video tape and observed that (b) (7)(C) was driving eastbound through the yard, and as he approached the intersection, he passed another large truck that was stopped on the right side and entered the intersection without coming to a stop. At the same time, Ms. Anderson can be seen traveling northbound (Ms. Anderson traveled westbound first then northbound when the collision occurred), entering the intersection traveling left-of-center without stopping, and driving toward the path of (b) (7)(C) consequently both colliding at the intersection.

Ms. Maduro also indicated that when ships arrive to the terminal, CLS employees will unload the containers because STI employees are non-union. CLS employees will bring loaded containers to the STI terminal and will pick-up empty containers. The empty containers are from CLS since they have a space allotted at the STI terminal. Ms. Maduro also indicated that there is a written contractual agreement between CLS and King Ocean Services (KOS) for the allotment of empty containers. Both King Ocean Services (KOS) and STI are owned by the same owner. STI provides KOS the following services: receiving and dispatch of containers/cargo, stevedoring, storage/depot of cargo and containers, and container and chassis maintenance & repair. The terminal lease is with KOS, but it is operated by STI. Ms. Maduro indicated that she had no knowledge if CLS employees were made aware by STI of the instruction for a motor vehicle to stop when crossing the main access/street.

CLS submitted to the CSHO a copy of the Space Charter and Sailing Agreement between KOS and CLS dated December 23, 2015. The purpose of this agreement is for CLS to charter space at the KOS terminal. The agreement discusses the purpose, parties involved, geographic scope, and overview of the agreement, officials and delegation of authority, memberships and withdrawals, and the jurisdiction of the agreement which was filed to the Federal Maritime Commission. The agreement also includes a Memorandum of Understanding which discusses the amount of Twenty-Foot Equivalent Units (TEU's<sup>1</sup>), availability of charter space, booking dates and costs per TEU. The agreement doesn't discuss any safety and health policies.

On 2/08/2017, the CSHO interviewed (b) (7)(C) who stated she has worked for STI for six years and that Luisa Anderson (victim) was her supervisor. (b) (7)(C) indicated (b) (7)(C) does not drive the golf cart, but has been in the golf cart with one of the STI managers and drives around throughout the yard to look at container seals and numbers. (b) (7)(C) was out in the yard

<sup>1</sup> TEU stands for Twenty-Foot Equivalent Unit which can be used to measure a ship's cargo carrying capacity. The dimensions of one TEU are equal to that of a standard 20' shipping container. 20 feet long, 8 feet tall. Usually 9-11 pallets are able to fit in one TEU

with (b) (7)(C) on 2/07/2017, and while driving around the yard, (b) (7)(C) saw stop signs on the ground and thinks they may have been hit by trucks. (b) (7)(C) also does not remember seeing any speed limit signs nor does she know what the speed limit is. (b) (7)(C) thinks that Stefano Kaserra, Manager for STI, maintains the signs. (b) (7)(C) stated that she has not been provided with golf cart and defensive driving training.

(b) (7)(C) for STI, was interviewed on 2/08/2017, where he stated he has worked at STI for four years and his job is to fill containers. (b) (7)(C) has seen stop signs at the yard; however, he has not seen speed limit signs and does not know what the speed limit is in the yard. (b) (7)(C) stated he operates a fork lift and has been trained. He added that most of the independent truck drivers speed at the yard.

(b) (7)(C) Operator for STI, stated in his 2/08/2017 interview that he has been working at STI for six years and has seen stop signs at the yard, but stated they are not enforced. He stated there are no speed limit signs at the yard and has driven the golf cart a couple of times, but has not received training on the use of vehicles, golf carts, and defensive driving. (b) (7)(C) stated he has seen trucks and company drivers speeding in the yard. He stated passengers are not allowed in the vehicles.

On 2/08/2017, Vanessa Maduro, Human Resources/Manager Director for STI for 16 years, stated that Mr. Frederic Ward, Safety Consultant, was hired by STI and has been working for approximately eight months. Mr. Ward developed and trained STI employees on the Hazard Communication Program and an Evacuation Action Plan. Also, in coordination with STI management, he created a Safety Committee in August 2016, consisting of top managers from each department. Ms. Maduro stated that Mr. Danilo Ferrer is head of safety at the site. She stated that each supervisor is responsible for enforcing the daily safety at the site and enforcement of "in plain view" hazards. They are also responsible for conducting monthly safety meetings with all employees. Ms. Maduro stated that she does not have knowledge if the CLS employees or the independent drivers that enter the terminal have been provided with a safety orientation or guidance on driving at the STI yard. Also, STI has not provided any training to CLS and STI employees on the operation of the trailer trucks (mules), golf carts or defensive driving.

Ms. Maduro also indicated that managers from all the departments were responsible for the maintenance of the stop and speed limit signs at the yard. This was never enforced by the managers. Also, she indicated that there are no written regulations on how to follow the maintenance of the signs and how to enforce the stop and speed limit at the yard.

On 1/19/2017, (b) (7)(C) Driver of the tractor trailer involved in the accident, has been working with CLS for 12 years. He stated the company provided him with on-the-job training in the operation of the yard mules. The training included instruction on slowing down at intersections and sounding the horn. He explained how he is evaluated by his supervisor (Max Wigglesworth) by identifying specific parts of the tractor trailer and their function. (b) (7)(C) has been driving the tractor trailers for about 5 months. He indicated that at the time of the accident, he slowed down by taking his leg off of the gas pedal, looked at both sides of the intersection, and proceeded to cross, when the victim struck his vehicle with the golf cart. He did not see the golf cart coming. (b) (7)(C) stated that he did not make a full stop, but that he slowed down when he removed his leg off the gas pedal. He does not remember pressing the brakes. He also indicated that he does not know what the speed limit is at the STI yard, but that

the speed limit at the CLS yard is 15 MPH; and that he has not seen any stop or speed limit signs at the STI yard.

On 2/13/2017, (b) (7)(C) Driver for CLS for 25 years, stated that he saw the tractor trailer and the golf cart collide. He indicated that he did not know if the location where they collided was an intersection but that he did not see any stop or speed limit signs where the tractor trailer and the golf cart collided. Also, (b) (7)(C) stated that he does not know the speed limit at the STI yard but that at the CLS yard, the speed limit is 15 MPH. (b) (7)(C) indicated that CLS provides training on the operation of the trucks. CLS gives them a test on how to park, drive through corners, and straight driving. Also, a video is presented to the employees on how to operate the truck and the safety features. (b) (7)(C) said the training was given a while back and he does not remember when the training was given or if refresher training was also given to him.

A review of STI's written safety and health program revealed that it was outdated (last revised in November 6, 1999 by Alternative Risk Services). Ms. Maduro indicated that STI is in the process of updating their current safety and health program and they have added a Hazard Communication Program and an Evacuation Action Plan. However, under the current safety and health program, in Section 2: General Code of Safe Work Practices, under Sub-Section: Driving, it states "Drive safely. If vehicles are used during the work day, seat belts and shoulder harnesses are to be worn at all times. Vehicles must be locked when unattended to avoid criminal misconduct. Do not exceed the speed limit. Vehicles must be parked in legal spaces and must not obstruct traffic. Defensive driving must be practiced by all employees. Employees should park their vehicles in well-lighted areas at/or near entrances to avoid criminal misconduct."

Ms. Anderson worked for STI approximately eight years. Her job responsibilities were to supervise the yard personnel. She would work with USDA inspections, segregation of containers, and their availability. Training records show that Mrs. Anderson was trained on the Hazard Communication Program and the Evacuation Action Plan. No training for the operation of the golf cart or defensive driving was provided.

(b) (7)(C) has been working for CLS approximately 12 years. He has been driving the tractor trailers for about five months. Training records show that (b) (7)(C) was trained on fire extinguisher safety, storm water pollution prevention, powered industrial trucks (tractor trailers), and hearing conservation. No training documentation for defensive driving was provided.

According to the Police Report #86669740, a conclusion was reached based on evidence observed. Starting west of the crash location and walking east, the first physical evidence observed were faint tire marks that extended fifteen (15) feet up to the rear tires of the tractor trailer. Where the tire marks ended, the golf cart was observed stopped facing east. The tractor trailer had contact damage on the front-right corner. Scrapes were also visible on the front-right tractor tire. The deceased was lying on the ground underneath the tractor trailer and the deceased's head was facing north with her legs facing southeast. The deceased's head was a few inches west of the tractor trailer's rear-right tire. Directly south of the deceased's body, the golf cart was observed facing east. It had contact damage to the front-left corner. The front-left wheel of the golf cart was detached and came to final rest wedged between the rear-right tire of the tractor trailer and the ground. Also, the Area of Collision (AOC) was left-of-center of the northbound path, which indicated the deceased was traveling left-of-center as she drove into the intersection and toward impact with the tractor trailer.

On October 12, 2016, OSHA requested the Medical Examiner's report. The Medical Examiner's Report Number 16-3058 indicated the cause of death as multiple blunt force injuries.

To prevent this accident from happening again, STI is in the process of developing a new safety and health program. STI also has implemented a speed limit policy which consists of an employee that has been assigned to verify the speed with a speed gun on all vehicles at the yard. If a violator is found, a verbal warning is given for the 1<sup>st</sup> violation, a written warning is given for the 2<sup>nd</sup> violation and sent directly to the company, and the driver/employee could be suspended or banned from entering the STI premises for a 3rd violation. Also, STI is studying the possibility of eliminating the golf carts, marking the main lanes at the yard and erecting and maintaining the stop signs at the intersections. STI implemented a "no walking throughout the yard" policy and will provide defensive driving training to the employees. In addition, a pamphlet with the safety rules, regulations and actions to be taken, will be created to be handed to STI employees and all incoming independent truck driver operators.

**PROPOSED ACTIONS/ VIOLATIONS:**

**STI:** As a result of this investigation, one serious accident-related citation item and one serious non-accident-related citation item are being recommended. In accordance with the Field Operations Manual, the employer was given 0% size reduction for the proposed citation that is related to the fatality and 10% size reduction for the non-accident related citation item. The employer received a 10% increase for history due to receiving serious citations that became a final order in August 24, 2016. The employer received 0% reduction for good faith due to high gravity serious violations being proposed.

**Serious**

**Citation 1, Item 1 - 29 CFR 1917.44(e):** Stop signs were not posted at main entrances and exits of structures and at blind intersections where visibility was impaired.

**Citation 1, Item 2 - 29 CFR 1917.44(f):** Vehicular routes, traffic rules, and parking areas were not established, identified, and/or used.

**CLS:** A Hazard Alert Letter is being issued to CLS to address training for the tractor trailer drivers and establishment of a defensive driving policy.

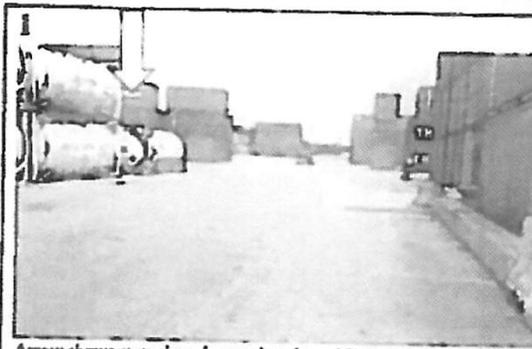
**SPECIAL CIRCUMSTANCES/PROBLEMS:** Employees from two different companies were involved in the accident. Ms. Anderson (the victim), employed by STI, who was driving the golf cart and Mr. Wright, employed by CLS, who was driving the tractor trailer. The accident occurred at the STI marine terminal.

**JUSTIFICATIONS FOR WILLFUL/REPEAT/5(a)(1):** The possibility of willful violations was reviewed. Following OSHA instruction CPL 2.103, Chapter III, C.2.d, the element of a willful violation was not present. The proposed serious violation(s) do not reflect evidence where the employer intentionally violated the Act and/or showed plain indifference.

**SUMMARY OF PROPOSED VIOLATION ITEMS**

<b>CIT/ ITEM</b>	<b>PROPOSED STANDARD</b>	<b>INSTANCE DESCRIPTION</b>	<b>ACCIDENT RELATED?</b>	<b>PROPOSED PENALTY</b>
<b>SERIOUS</b>				
1-1	1917.44(e)	Stop signs were not posted at main entrances and exits of structures and at blind intersections where visibility was impaired.	Yes	\$12,675.00
1-2	1917.44(f)	Vehicular routes, traffic rules, and parking areas were not established, identified, and/or used.	No	\$12,548.00
<b>TOTAL PENALTY</b>				<b>\$25,223.00</b>

### CASE FILE PHOTOS



1 Arrow shows stop sign observed at about 180 feet from the accident location for another intersection.



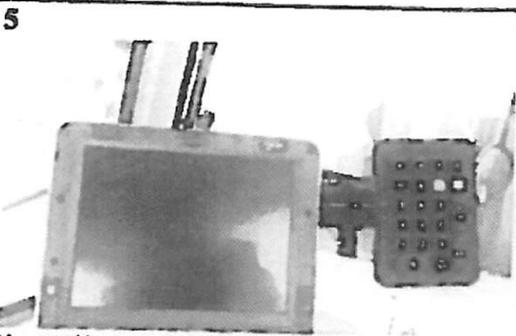
2 Stop sign observed on the floor at a different intersection.



3 EZGO Golf cart involved in the accident.



4 Tractor trailer involved on the accident.



5 Monitor with a numeric keyboard mounted on the right side of the cab and it partially blocked the view to the right.



6 Intersection where the accident occurred.

**U.S. Department of Labor**  
Occupational Safety and Health Administration

**Inspection Number:** 1183707  
**Inspection Date(s):** 10/11/2016 - 04/05/2017  
**Issuance Date:** 04/05/2017



**Citation and Notification of Penalty**

**Company Name:** Sun Terminals, Inc.  
**Inspection Site:** 4000 MCINTOSH RD, Fort Lauderdale, FL 33316

**Citation 1 Item 2** Type of Violation: **Serious**

29 CFR 1917.44(f): Vehicular routes, traffic rules, and parking areas were not established, identified, and/or used.

On or about 10/11/2016, at the above addressed jobsite, employees are exposed to a struck-by hazard due to speed limit signs not being placed and clearly identified throughout the terminal yard.

**ABATEMENT DOCUMENTATION REQUIRED FOR THIS ITEM**

Date By Which Violation Must be Abated:  
Proposed Penalty:

04/17/2017  
\$12548.00

  
**Condell Eastmond**  
Area Director

See pages 1 through 4 of this Citation and Notification of Penalty for information on employer and employee rights and responsibilities.

**U.S. Department of Labor**  
Occupational Safety and Health Administration  
1000 South Pine Island Road  
Suite 100  
Fort Lauderdale, FL 33324  
Phone: 954-424-0242 Fax: 954-424-3073



## INVOICE / DEBT COLLECTION NOTICE

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**Company Name:** Sun Terminals, Inc.  
**Inspection Site:** 4000 MCINTOSH RD, Fort Lauderdale, FL 33316  
**Issuance Date:** 04/05/2017

<b>Summary of Penalties for Inspection Number</b>	<b>1183707</b>
<b>Citation 1, Serious</b>	<b>\$25223.00</b>
<b>TOTAL PROPOSED PENALTIES</b>	<b>\$25223.00</b>

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To avoid additional charges, please remit payment promptly to this Area Office for the total amount of the uncontested penalties summarized above. Make your check or money order payable to: "DOL-OSHA". Please indicate OSHA's Inspection Number (indicated above) on the remittance. You can also make your payment electronically on [www.pay.gov](http://www.pay.gov). On the left side of the pay.gov homepage, you will see an option to Search Public Forms. Type "OSHA" and click Go. From the results, click on **OSHA Penalty Payment Form**. The direct link is <https://www.pay.gov/paygov/forms/formInstance.html?agencyFormId=53090334>. You will be required to enter your inspection number when making the payment. Payments can be made by credit card or Automated Clearing House (ACH) using your banking information. Payments of \$25,000 or more require a Transaction ID, and also must be paid using ACH. If you require a Transaction ID, please contact the OSHA Debt Collection Team at (202) 693-2170.

OSHA does not agree to any restrictions or conditions or endorsements put on any check, money order, or electronic payment for less than the full amount due, and will cash the check or money order as if these restrictions or conditions do not exist.

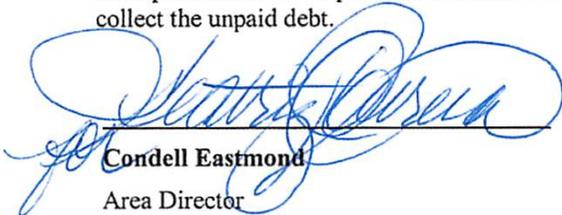
If a personal check is issued, it will be converted into an electronic fund transfer (EFT). This means that our bank will copy your check and use the account information on it to electronically debit your account for the amount of the check. The debit from your account will then usually occur within 24 hours and will be shown on your regular account statement. You will not receive your original check back. The bank will destroy your original check, but will keep a copy of it. If the EFT cannot be completed because of insufficient funds or closed account, the bank will attempt to make the transfer up to 2 times.

Pursuant to the Debt Collection Act of 1982 (Public Law 97-365) and regulations of the U.S. Department of Labor (29 CFR Part 20), the Occupational Safety and Health Administration is required to assess interest, delinquent charges, and administrative costs for the collection of delinquent penalty debts for violations of the Occupational Safety and Health Act.

**Interest:** Interest charges will be assessed at an annual rate determined by the Secretary of the Treasury on all penalty debt amounts not paid within one month (30 calendar days) of the date on which the debt amount becomes due and payable (penalty due date). The current interest rate is one percent (1%). Interest will accrue from the date on which the penalty amounts (as proposed or adjusted) become a final order of the Occupational Safety and Health Review Commission (that is, 15 working days from your receipt of the Citation and Notification of Penalty), unless you file a notice of contest. Interest charges will be waived if the full amount owed is paid within 30 calendar days of the final order.

**Delinquent Charges:** A debt is considered delinquent if it has not been paid within one month (30 calendar days) of the penalty due date or if a satisfactory payment arrangement has not been made. If the debt remains delinquent for more than 90 calendar days, a delinquent charge of six percent (6%) per annum will be assessed accruing from the date that the debt became delinquent.

**Administrative Costs:** Agencies of the Department of Labor are required to assess additional charges for the recovery of delinquent debts. These additional charges are administrative costs incurred by the Agency in its attempt to collect an unpaid debt. Administrative costs will be assessed for demand letters sent in an attempt to collect the unpaid debt.

  
Condell Eastmond  
Area Director

  
Date



U.S. Department of Labor



1000 S. Pine Island Road, Suite 100  
Fort Lauderdale, FL 33324  
Phone: (954) 424-0242  
Fax: (954) 424-3073

In the Matter of: **Sun Terminal Inc.**  
OSHA Inspection No.: **1183707**

**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 04/05/2017, 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, if any, is not being amended:
4. OSHA agrees that the following citations and penalties are being amended as shown below:

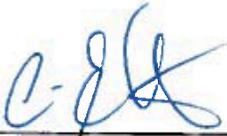
Citation 1, Item 1 – the penalty has been reduced from \$12,675.00 to **\$10,140.00**, Date by Which Violation Must Be Abated has been changed from 04/17/2017 to **07/21/2017**.

Citation 1, Item 2 – the penalty has been reduced from \$12,578.00 to **\$6,289.00**, Date by Which Violation Must Be Abated has been changed from 04/17/2017 to **07/21/2017**.

Original Penalty: \$25,223.00  
Total Penalty Due: **\$16,429.00**

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 inspection of the workplace and to correct safety and health deficiencies found.

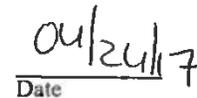
9. Each Party hereby agrees to bear its own attorney fees, costs and other expenses incurred by such party in connection with any stage of these proceedings, including, but not limited to, attorney's fees which may be available under the Equal Access to Justice Act, as amended.
  
10. The employer agrees to pay the penalty of \$16,429.00, paid in ten (10) monthly installments of \$1,642.90. The first installment of \$1,642.90 is due on or before May 15<sup>th</sup>, 2017, with the remaining payments due on or before the 15<sup>th</sup> day of the subsequent months until paid in full; otherwise the penalty could revert to the full amount.
  
11. The employer agrees to revise and implement an effective safety and health program that includes ongoing work site evaluations in order to improve safety and health.
  
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.



## Receipt

### Your payment is submitted

Pay.gov Tracking ID: 262F6IBL  
Agency Tracking ID: 75244984293  
Form Name: OSHA Penalty Payment Form  
Application Name: OSHA Penalty Collection

### Payment Information

Payment Type: Bank account (ACH)  
Payment Amount: \$16,429.00  
Transaction Date: 05/15/2017 02:59:59 PM EDT  
Payment Date: 05/16/2017  
Company Name: SUN TERMINALS INC  
Company Address: 11000 NW 29 STREET, SUITE 201, DORAL, FL 33172  
Doing Business As:  
Contact Name: VANESSA MADURO  
Contact Phone Number: (305) 591-7595 Extension: 1389  
Contact Email Address: VANESSA.MADURO@SUNTERMINALS.COM  
Inspection 1: Number: 1183707 -- Amount: \$16,429.00  
Inspection 2:  
Inspection 3:  
Inspection 4:  
Transaction ID:

### Account Information

Account Holder Name: SUN TERMINALS, INC.  
Routing Number: 066009456  
Account Number: \*\*\*\*\*6967

### Email Confirmation Receipt

Confirmation Receipts have been emailed to:  
VANESSA.MADURO@SUNTERMINALS.COM

SUN TERMINALS, INC

Occupational Safety and Health Adm.

023785

Check Number: 023785  
Check Date: May 15, 2017

Check Amount: \$16,429.00

Invoice	Date	Discount Taken	Amount Paid	Quantity	Description
1183707	5/15/17		16,429.00	1.00	Citation#1183707

SUN TERMINALS, INC  
11000 NW 29TH ST STE 201  
MIAMI, FL 33172



Continental National Bank  
1801 S.W. 1st Street  
Miami, Florida 33135

023785

63-945/660

MEMO:

Check Number: 023785

May 15, 2017

Amount:  
16,429.00

Sixteen Thousand Four Hundred Twenty-Nine and 00/100 Dollars

PAY  
TO THE  
ORDER OF

Occupational Safety and Health Adm.  
1000 S. Pine Island Road  
Suite 100  
Ft. Lauderdale, FL 33324

*Paid by Phone*  
*[Signature]*

Security Features: Details on back



AUTHORIZED SIGNATURE

⑈023785⑈ ⑆066009456⑆ ⑆00086967⑈

SUN TERMINALS, INC

Occupational Safety and Health Adm.

023785

Check Number: 023785  
Check Date: May 15, 2017

Check Amount: \$16,429.00

Invoice	Date	Discount Taken	Amount Paid	Quantity	Description
1183707	5/15/17		16,429.00	1.00	Citation#1183707



## **STATEMENT OF COMMITMENT TO ENVIRONMENTAL RESPONSIBILITY**

Since 1991 Sun Terminals has been dedicated to providing a quality level of service to our customers while keeping the norms and requirements of environmental responsibility.

Sun Terminals ensures that standards of cleanliness and proper disposal of refuse as well as goods that require proper disposal handling are followed and are not discarded with regular rubbish, on the tarmac or in the water.

All substances are properly labeled and handled accordingly.



## **EVIDENCE OF ABILITY TO PROMOTE GROWTH**

Over the past franchise term, Sun Terminal has expanded its business focus and service offerings. Sun Terminal has gone from acting solely as the stevedore and cargo handler for its Principle (King Ocean) to a providing a robust and bona fide logistics platform for multiple business partners within the Port.

Examples of the aforementioned include but are not limited to:

- A two year extension of stevedore and terminal services agreement with Dole Fresh Fruit
- A two year agreement with National Shipping of America bringing Jones Act / Marine Highway Designation to the Port
- Agreements with ES Windows and United Forest Products to provide pre-carriage and post-carriage cross dock services previously performed off dock
- Provision of stevedoring services to multiple ad hoc calls (Sol Group, World Direct Shipping)
- Investment in a mobile climate controlled cross dock transfer unit
- Ongoing discussions to bring "new and regular" liner services to the Port

Over the past franchise term, Sun Terminal has increased TEU handling by 8.2% and FTE headcount by 11.98%

Concurrent with the above, Sun Terminal continues to plan for and invest in its Final Premise 40+ acre cargo handling facility solidifying their role as a critical business partner of the Port for the future.