

TOWN OF GOLDEN BEACH, FLORIDA

RESOLUTION NO. 2466.16

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA APPROVING A WASTE DISPOSAL AGREEMENT WITH WHEELABRATOR SOUTH BROWARD, INC.; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Town Council of the Town of Golden Beach, Florida (the "Town") provides residential waste collection services for the Town residents and desires to deliver the waste to a waste management/disposal facility outside of the Town; and

WHEREAS, Wheelabrator South Broward, Inc. ("Wheelabrator") operates a waste disposal facility in Fort Lauderdale, Florida, where it accepts waste for a fee and generates energy from the waste; and

WHEREAS, the Town Council has determined that the Waste Disposal Agreement between the Town and Wheelabrator, attached hereto as Exhibit "A," (the "Agreement") is acceptable and will well serve the needs of the Town.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA AS FOLLOWS:

Section 1. Recitals Adopted. Each of the above-stated recitals are hereby adopted and confirmed.

Section 2. Agreement Approved. The Town Council hereby approves the Waste Disposal Agreement.

Section 3. Implementation. The Town Mayor and Town Manager are directed to take all steps reasonably necessary to implement this Resolution.


Section 4. Authorization. The Town Manager is authorized to execute the Agreement in substantially the same form as Exhibit "A," subject to the approval of the Town Attorney as to form, content, and legality.

Section 5. Effective Date. This Resolution shall be effective immediately upon adoption.

The Motion to adopt the foregoing Resolution was offered by Vice Mayor Bernstein, seconded by Councilmember Lusskin, and on roll call the following vote ensued:


Mayor Glenn Singer	<u>Aye</u>
Vice Mayor Kenneth Bernstein	<u>Aye</u>
Councilmember Judy Lusskin	<u>Aye</u>
Councilmember Bernard Einstein	<u>Absent</u>
Councilmember Amy Isackson-Rojas	<u>Aye</u>

PASSED AND ADOPTED by the Town Council of the Town of Golden Beach, Florida this 25th day of October, 2016.



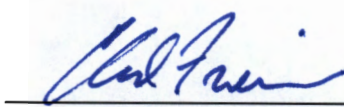
MAYOR GLENN SINGER

ATTEST:



LISSETTE PEREZ
TOWN CLERK

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:



STEPHEN J. HELFMAN
TOWN ATTORNEY

WASTE DISPOSAL AGREEMENT

THIS AGREEMENT, dated as of 10/1/2016, by and between Wheelabrator South Broward, Inc., (the "Company") and Town of Golden Beach, Florida, a Florida Municipal Corporation (the "Hauler"), pursuant to which Hauler shall deliver Acceptable Waste (as defined herein) to the resource recovery facilities operated by Company and located at 4400 South State Rd 7 Fort Lauderdale, Florida 33314 (the "Facility"), in accordance with the following terms and conditions:

1. **Delivery of Acceptable Waste.** Hauler shall only deliver Acceptable Waste to the Facility subject to the terms and conditions herein. For purposes of this Agreement, Acceptable Waste means all household garbage, trash, rubbish, refuse, normally or which may be hereinafter collected and disposed of by or on behalf of Hauler, but excluding, without limitation (a) Hazardous Waste, explosives and ordnance materials, pathological wastes, radioactive materials, lead acid batteries, sludges, highly inflammable substances, cesspool or other human wastes, human and animal remains, motor vehicles, farm or other large machinery, nonburnable construction materials and demolition debris and hazardous refuse of any type or kind including those addressed by regulations adopted by the United States Environmental Protection Agency ("EPA") pursuant to the Resource Conservation and Recovery Act of 1976, as amended, or other federal or state statutes, such as, but not limited to, cleaning fluids, hazardous paints, acids, caustics, poisons, radioactive materials, fine powdery earth used to filter cleaning fluid, and refuse of similar nature; (b) any item of waste exceeding six feet in any one of its dimensions or being in whole or in part a solid mass, the solid mass portion of which has dimensions such that a sphere with a diameter of eight inches could be contained within such solid mass portion; (c) all large household appliances, commonly referred to as "white goods" including, without limitation, refrigerators, stoves, washing machines, drying machines, water heaters, and the like; (d) any controlled substances regulated under the Controlled Substances Act, 21 USC 801 et seq., or any equivalent state law; (e) small appliances containing chlorofluorocarbons (CFCs) including, without limitation, air conditioners, water coolers, and dehumidifiers; and (f) all other items of waste which Company reasonably believes would be likely to pose a threat to health or safety or the acceptance and disposal of which may cause damage to the Facility or be in violation of any judicial decision, order, action, permit, authorization, license, approval or registration of any federal, state or local government or any agency thereof, or any other regulatory authority or applicable law or regulations.

In addition, the parties recognize that some substances which are not, as of the date of this Agreement, considered harmful or of a toxic nature or dangerous, may be determined by the EPA or any other federal, state, or local agency subsequent to the date hereof to be hazardous, toxic, dangerous, or harmful, and at the time of such determination, such substances shall cease to be Acceptable Waste.

2. **Manner of Delivery.** (a) Hauler shall deliver Acceptable Waste in a clean, orderly, and safe manner during scheduled delivery days and hours and in such manner that the Acceptable Waste will not be spilled or blown on the Facility site, or onto any adjacent roadways.

Should any waste be so spilled or blown, Hauler shall promptly, at its sole cost and expense, collect and remove such spilled or blown waste and, if Hauler fails to do so, Hauler shall be liable to Company for all costs of such clean-up by Company. Company may inspect the contents of any vehicle delivering waste to the Facility and may require Hauler, if it delivers to the Facility Unacceptable Waste (as defined herein) or Hazardous Waste (as defined herein) to separate all Unacceptable Waste or Hazardous Waste from Acceptable Waste. If such separation is impractical, Company may refuse the entire load. Hauler agrees to adhere to Company safety rules and regulations at all times while on the Facility premises as specified in Attachment D attached and made a part hereto. Hauler shall cause the Hauler's Declaration in the form attached hereto as Attachment A to be executed by its authorized representative prior to delivering any Acceptable Waste to the Facility.

(b) For purposes of this Agreement, (i) "Unacceptable Waste" means any waste other than Acceptable Waste and (ii) "Hazardous Waste" means (a) any waste identified as a hazardous waste in 40 CFR Part 261 or in any applicable state or local hazardous waste regulatory program; (b) any waste that is mixed with a listed Hazardous Waste as regulated in 40 CFR Part 261.3(a)(2)(iv) or any applicable state or local hazardous waste

regulatory program; (c) any waste containing polychlorinated biphenyls in concentrations that are subject to regulation under the federal Toxic Substances Control Act; (d) any waste containing radioactivity at levels that are subject to regulation under federal, state, or local law; or (e) any other waste that is regulated as a hazardous waste by any applicable federal, state, or local statutory or common laws, regulations, rules, or ordinances.

3. **Removal of Waste.** Hauler shall immediately and without delay remove from the Facility at its sole cost and expense and in compliance with all applicable laws any waste rejected by Company. Hauler shall, in the event Company is required to segregate such waste, remove it from the Facility, and dispose of such waste, pay Company upon demand for any costs and expenses incurred by Company for such segregation, removal, and disposal.

4. **Facility Access.** Company shall have the right to designate certain routes to be used by Hauler to deliver Acceptable Waste to the Facility. Hauler agrees to utilize only those designated routes that Company determines to constitute reasonable direct access to the Facility. Company will take whatever action is necessary to ensure compliance with the above directives, including, without limitation, barring the offending truck from the Facility or termination of this Agreement.

5. **Delivery Vehicles.** Hauler shall cause all vehicles used for deliveries of Acceptable Waste to the Facility to be self-emptying, in safe and clean condition, in good repair, and in compliance with all applicable requirements of the Department of Transportation. At Company's discretion, Hauler shall use only vehicles with the capability of dumping directly into the Facility's refuse pit.

6. **Weighing Procedures.** Company may utilize and maintain motor truck scales to weigh all vehicles delivering Acceptable Waste to the Facility. Waste vehicles delivering Acceptable Waste to the Facility shall have the name of Hauler and truck number permanently indicated and conspicuously displayed in a location approved by Company. Each incoming waste vehicle shall be weighed, indicating gross weight, time, Hauler, and truck identification number on a weight record. Each vehicle will also be weighed after unloading or a tare weight will be used at the sole discretion of Company.

7. **Refusal of Delivery.** Company shall have the right, in its sole discretion, to refuse deliveries of:

- (a) Waste other than Acceptable Waste.
- (b) Any waste delivered at other than the then established receiving hours as posted by Company.
- (c) Any other Acceptable Waste which Company is unable to accept or process for whatever reason.

8. **Tipping Fee and Payment.**

(a) Hauler shall deliver, and Company shall accept, in each year during the term hereof, the number of tons of Acceptable Waste listed on Attachment C for such year. Hauler agrees to pay Company the tip fee per ton ("short ton" of 2000 pounds) of Acceptable Waste delivered to the Facility set forth on Attachment C. A minimum charge for one ton of delivered waste shall be charged on each delivery weighing less than one ton. Company shall be entitled to additional payment from Hauler for applicable taxes, and for an equitable adjustment to the tip fee in the event of a change in law or regulation that materially impacts Company's disposal of Acceptable Waste hereunder.

(b) Company will invoice Hauler monthly. All payments for the preceding month shall be due and payable within twenty (20) days after the date on the invoice. Payments should be made to:

Regular Mail:

PNC Bank
c/o Wheelabrator Technologies, Inc.
PO Box 842226
Boston, Ma. 02284-2226

Wiring Instructions:

Bank name: PNC Bank

Bank ABA #: 031207607

Account Name: Wheelabrator Technologies, Inc.

Account #: 8026321183

Account Type: Checking

Reference: Plant name, Invoice #, Customer Account ###

Company may assess a monthly late fee of 2.5% of any unpaid amount of an invoice accruing from the due date of the invoice, with a minimum monthly charge of \$5.00, or such late fee allowable under applicable law or regulation.

9. Term. The term of this Agreement shall begin on October 1, 2016 and continue through September 30, 2019. Company may terminate this Agreement (a) upon 10 days notice to Hauler; or (b) immediately upon notice to Hauler for failure by Hauler to pay the tipping fee set forth in Section 8 or failure by Hauler to comply with any of its other obligations hereunder. Hauler's obligation to pay any sum of money due on or prior to the termination or expiration date of this Agreement shall survive the termination or expiration of this Agreement.

10. Indemnity. Hauler hereby agrees, to the maximum extent allowable by law, specifically Florida Statute section 768.28, to indemnify, hold harmless and defend Company, its affiliates, and their respective members, directors, employees, officers and agents, from and against any and all damages, penalties, costs, claims, demands, suits, causes of action and expenses (including attorneys' fees) which may be imposed upon or incurred by Company as a result of (a) personal injury (including death) or property damage to any party, including to the person or property of employees of Hauler or Company, arising out of, resulting from or in any way connected with Hauler's use of the Facility or entrance upon the Facility premises, including those arising out of any negligent or willful act or omissions of Hauler or its employees, agents or contractors; provided, however, the obligations of this section shall not extend to any such matters arising from the sole negligence of Company; (b) breach or violation by Hauler of any of its obligations, covenants, or undertakings herein; (c) breach or violation by Hauler of any federal, state, or local environmental laws or regulations in the performance of its obligations under this Agreement; or (d) any act or omission of Hauler under this Agreement that may result in any liability for Company under any federal, state, or local environmental laws or regulations, including, without limitation, any liability arising from the federal Comprehensive Environmental Response, Compensation and Liability Act, as amended, and any similar state laws. The obligations in Section 10 hereof shall survive the termination or expiration of this Agreement.

11. Insurance. Hauler shall at all times during this Agreement maintain in full force and effect the insurance coverages set forth in Attachment B which is attached and made a part hereof, and all other insurance as may be required by applicable state law. Hauler agrees to comply with all terms and conditions set forth on Attachment B.

12. Surety Bond. If requested, Hauler shall provide a corporate surety bond as security for the performance of services under this Agreement from such surety company and in such amount to be agreed to by Company and Hauler.

13. Applicable Law. The law of the state of Florida shall govern the validity, interpretation, construction, and performance of these terms and conditions.

14. Compliance with Laws. Hauler shall comply with all federal, state and local regulations and administrative positions. Hauler has, and will renew, all permits, licenses or permissions of governmental authorities necessary in connection with the performance of its obligations hereunder.

15. Assignment. Hauler shall not assign this Agreement or any rights hereunder without written notice to and the consent of Company. Any purported assignment by Hauler contrary to this provision shall be null and void. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their permitted successors and assigns.

16. Entire Agreement. This Agreement supersedes all earlier letters, conversations, purchase orders, proposals, memorandums, and other written and oral communications with respect to the subject matter hereof as of the date hereof, and it contains all the terms agreed on by the parties, and no changes in, additions to, or subtractions from, this Agreement will be binding on the parties unless in writing and signed by Hauler and Company.

17. Severability. If any term or provision of this Agreement or the application thereof to any circumstance shall be invalid or unenforceable the remainder of this Agreement or the application thereof to any circumstance other than that to which it is invalid or unenforceable shall not be effected thereby.

18. Notices. All notices hereunder shall be in writing with notice deemed to be given upon receipt, addressed as follows:

If to Hauler: Town of Golden Beach
1 Golden Beach Drive
Golden Beach, FL 33160
Attn: Maria Camacho, Direct of Finance
Alexander Diaz, Town Manager

If to Company: Wheelabrator South Broward, Inc.
c/o Wheelabrator Technologies Inc.
100 Arboretum Drive
Suite 310
Portsmouth, NH 03801
Attn: General Counsel

With a copy to: Same: Attention Fuel Sourcing VP

Changes in the respective addresses to which such notices shall be sent may be made from time to time by either party by notice to the other party. Notice given otherwise than by mailing shall be effective when received.

19. Public Records. Company shall comply with Florida's public records law, specifically Company shall: (1) Keep and maintain public records required by the Hauler to perform the service; (2) upon request from the Hauler's custodian of public records, provide the Hauler with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, Florida Statutes or as otherwise provided by law; (3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Company does not transfer the records to the Hauler; and (4) upon completion of the contract, transfer, at no cost, to the Hauler all public records in possession of the Company or keep and maintain public records required by the Hauler to perform the service. If the Company transfers all public records to the Hauler upon completion of the contract, the Company shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Company keeps and maintains public records upon completion of the

contract, the Company shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Hauler, upon request from the Hauler's custodian of public records, in a format that is compatible with the information technology systems of the Hauler.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT TOWN OF GOLDEN BEACH, TOWN CLERK, 1 GOLDEN BEACH DRIVE, GOLDEN BEACH, FL 33160, TELEPHONE: 305-932-0744 EXT. 238, LPEREZ@GOLDENBEACH.US.

WITNESS the execution hereof as an instrument under seal as of the date first above written.

By: _____
Bruce Stanas
Corporate Vice President-Fuel Sourcing

By: _____
Alexander Diaz
Town Manager, Town of Golden Beach

**ATTACHMENT A
HAULER'S DECLARATION**

As the duly authorized and designated representative of the Town of Golden Beach, Florida ("Hauler"), I hereby certify for and on behalf of Hauler that:

1. Hauler has been advised and instructed by Wheelabrator Technologies, Inc. and/or its affiliate Wheelabrator South Broward, Inc. ("Company") concerning working conditions, including potential hazards and specified rules as described in:

FM-OPS-COR-410-1 Tipping Floor Rules and Procedures for Haulers and Drivers.

2. Hauler acknowledges that it has read the above mentioned policy and has communicated this policy to all employees that will deliver to Wheelabrator sites.
3. List a contact person and phone number for the representative of Hauler to whom additional safety and health information can be provided, if needed.

Name: Alexander Diaz, Town Manager
Telephone Number: 305-932-074

Company Name: Town of Golden Beach

Signature: _____

Printed Name: _____

Title: _____

Date: _____

ATTACHMENT B

INSURANCE

During the term of this Agreement, Hauler shall keep in force the following minimum insurance coverages on an occurrence basis with insurance companies rated "B+" or better by A.M. Best rating service:

<u>Coverages</u>	<u>Limits of Liability</u>	
Comprehensive General Liability Insurance, including contractual and products/completed operations	Per Occurrence	\$1,000,000
	General Aggregate	\$2,000,000
Comprehensive Automobile Liability Insurance, including non-owned and hired vehicle coverage	For bodily injury and property damage	
	Per Occurrence	\$1,000,000
Comprehensive Excess Umbrella	Per Occurrence	\$4,000,000
Workers' Compensation Insurance	Statutory	
Employers' Liability Insurance	Per Occurrence	\$1,000,000

The comprehensive general liability insurance shall be specifically endorsed to provide coverage for the contractual liability accepted by Hauler in this Agreement.

Prior to disposing of any Acceptable Waste at the Facility, Hauler shall furnish Company certificates of insurance on standard ACORD forms or other evidence satisfactory to Company to the effect that such insurance has been procured and is in force. At least thirty (30) days prior to the expiration of any of the insurance policies required herein, Hauler shall furnish Company certificates of insurance on standard ACORD forms, in accordance with the terms hereof, evidencing the renewal of such insurance for a period equal to at least the earlier of (a) the expiration of the term of this Agreement and (b) one year from the date of expiration of the then current insurance policies.

The insurance policies required herein shall be endorsed with, and the certificates of insurance shall contain, the following language:

“Wheelabrator Environmental Systems Inc., and its affiliates are named as an additional insured with respect to the comprehensive general, excess umbrella, and automobile liability policies set forth herein. A waiver of the underwriter’s rights of subrogation applies in favor of Wheelabrator Environmental Systems Inc., and its affiliates as their interest may appear with respect to all policies described herein.”

ATTACHMENT C
ANNUAL TONS AND
TIP FEE PER TON

Year	Annual Tons	Tip Fee per Ton
10/1/2016-09/30/2017	Up to 1,200	\$60.51
10/1/2017-09/30/2018	Up to 1,200	\$62.34
10/1/2018-09/30/2019	Up to 1,200	\$64.21

In consideration of the tip fee per ton set forth above, Hauler shall deliver, and Company shall accept, in each year during the term hereof, the number of tons of Acceptable Waste listed above for such year (the "Annual Tons"). Hauler agrees to pay Company the tip fee per ton ("short ton" of 2000 pounds) of Acceptable Waste delivered to the Facility set forth in this Attachment C. A minimum charge for one ton of delivered waste shall be charged on each delivery weighing less than one ton.

Hauler acknowledges that Attachment C, above, is incorporated in the Waste Disposal Agreement, dated 10/1/2016.

**NOTICE OF TIPPING FLOOR RULES AND PROCEDURES VIOLATION
(WHEELABRATOR SOUTH BROWARD)**

Name of Delivery Company: _____

License Plate or Truck No.: _____

State of Registration: _____

Date of Violation: _____

Time of Violation: _____ am / pm (circle one)

Violation (check all that apply):

- Six-Foot Rule (stay within 6 feet of delivery vehicle)
- Not dumping at the 15-foot marker or as specified.
- Fifteen-foot Rule (stay at least 15 feet from edge of pit)
- More than one person out of vehicle (how many out)? _____
- Riding on outside of vehicle
- Not obeying signals or instructions from operator
- PPE (what not worn)? _____
- Smoking
- Scavenging
- Cell phone use while driving vehicles or operating the controls of equipment
- Other (specify): _____

Other Information: _____

Name of Person Filing Report: _____

Date: _____

Distribution: Plant Manager
EHS Compliance Manager
Manager Health and Safety – Hampton

Tipping Floor – Special Waste Offloading Procedure

Arrival at the Facility.

These Procedures apply during the hours of 0800 – 1700.

The truck drives onto the scale completely to facilitate weighing of the vehicle. The weighing will be keyed in manually by the scalehouse operator for ALL specialty waste loads.

The driver is directed to the Tipping Hall area by personnel in the Scalehouse Building.

The scalehouse personnel notifies the Tipping Hall Supervisor that a truck containing Specialty Waste is awaiting Quality Control and Quality Assurance review prior to offloading.

The Tipping Hall Supervisor or designated appointee will collect the necessary documentation and equipment to assist in the Quality Control of the Specialty Waste load (e.g., shipping documents, pre-shipment notification and load inventory).

The seal numbers on the truck are compared to the seal numbers on the shipping and pre-shipment paperwork. If the seals coincide, the truck is directed to the offloading area.

The Tipping Hall Supervisor or QA/QC personnel identifies the Bay number to which the driver is directed to offload.

The tipping Hall Supervisor supplies a pallet jack to the driver.

Specialty waste loads will be directed the tipping floor for QA/QC. The Specialty Waste will be offloaded in a place so as to not obstruct traffic in the tipping hall and in an expedited manner. The following will be discussed as part of the offloading process:

Driver Responsibility in the Unloading Process.

It is the responsibility of the driver to bring the specialty waste material loaded in their vehicle to the tail of the truck to allow for off-loading utilizing a forklift. A pallet jack will be supplied by the facility and will be loaded onto the rear of the truck when the driver determines adequate space is available to maneuver the pallet jack. The driver is to wear all appropriate Health and Safety equipment as designated by the facility. The minimum requirement is as follows:

- Hard Hat
- Safety Glasses
- Long sleeved shirt
- Long pants - no shorts.
- Reflective vest

The use of the Facility-supplied un-loading equipment

- Pallet Jack
- Clamps, Chains, Cables and Ropes (if required)

- Forklift (only forklift-certified Wheelabrator personnel are permitted to drive the forklift)

General Tipping Floor Safety for Transporters and Haulers.

Transporters will follow all the Rules and Regulations of the facility and any additional direction given by the Facility Managers and Supervisors. NO transporter is to come within 15 feet of the Pit edge to observe any waste delivery; doing so may result in immediate expulsion from the facility.

Loads containing Pit and Direct Feed specialty waste materials.

Pit Fed materials will be deposited into the pit.

Direct Combustor Fed materials will be staged until such time as the Crane Operator deems it appropriate to start feeding the materials to the combustor. The staging area will be cordoned off to prevent any unnecessary access to the area adjacent to the area where the material will be elevated to the hopper.

The segregation of different wastes on loads may be required to expedite the off-loading of specialty wastes and the release of the truck in a timely manner.

Hopper Feed materials will be loaded at the tail of each truck to be off-loaded first and processed expeditiously.

Special Handling Procedures

Certain specialty wastes by nature of their Chemical Composition, Health and Safety, Physical Form or Generator request may require special handling during processing at the Facility. It will be most important to have all the special conditions outlined on the Pre-Shipment notification to allow the facility to prepare for the shipment of special handling specialty wastes.

In some cases, the Generator, Customer Representative, or Third-Party Security accompany the loads as witness to the assured destruction process.

Departing the Facility

The driver exits over the scale, and gets a signed copy of the shipping documents, a tare weight and a copy of a scale ticket. ALL original documents will remain with the facility. A copy is forwarded to SWC by the facility.

Invoicing and Payment

An invoice, copy of scale ticket, copy of signed Manifest or Bill of Lading and a Certificate of Destruction or Disposal (if requested) will be sent to the customer by SWC. SWC invoices the customer at the appropriate disposal rate and payment terms and conditions as outlined on the approval letter from SWC to the customer.

SITE GENERAL RULES

1. **Follow all speed limits while on Wheelabrator property.**
2. **Approach the truck scales slowly; no sudden stops or starts.**
3. **Vehicle idling is prohibited over 5 minutes unless waiting in traffic onsite or operating vehicle to accomplish work for which the vehicle was designed.**
4. **Stop and wait at the door to tipping floor for directions where to unload before entering.**
5. **Do not release or unscrew hold-downs or latches until arrival on tipping floor. All tailgate doors must be latched open with a chain or cable while unloading.**
6. **All open container trucks must be covered upon entering Wheelabrator property. They shall not be uncovered until arrival on tipping floor.**
7. **NO SMOKING ON TIPPING FLOOR**
8. **Maintenance of vehicles will not be allowed on the tipping floor.**
9. **All debris must be cleaned from rear of vehicles before leaving tipping floor. All trucks must close gates and lower boxes to drive position prior to exiting tipping floor.**
10. **No littering on company property.**
11. **No urinating on company roadways, scales or tipping floor.**
12. **Picking through refuse or scavenging from the tipping floor refuse pit is strictly prohibited.**
13. **The USE or POSSESSION of ALCOHOL, CONCEALED or UNCONCEALED WEAPONS OR FIREARMS, NARCOTICS or ANY CONTROLLED SUBSTANCE is STRICTLY FORBIDDEN. THOSE CAUGHT WILL BE DETAINED FOR ARREST BY LOCAL AUTHORITIES.**

Dear Customer:

Wheelabrator South Broward Inc. would like to notify you of a federal regulation that affects the recycling and disposal of appliances, small appliances, motor vehicle air conditioners (MVACs), and motor vehicle-like appliances (MVAC-like appliances) containing refrigerants. Examples of these units include: refrigerators, ice makers, window air conditioners, freezers, chillers, drinking water coolers, air conditioners from on-road and off-road motor vehicles. This regulation is found in 40 CFR 82.150 and it prohibits the release of refrigerants into the environment as well as the disposal of any of these units containing refrigerants after July 13, 1993.

In order to comply with this law and to protect the environment, Wheelabrator South Broward Inc. asks for your cooperation in the proper management of all appliances, small appliances, MVACs, and MVAC-like appliances containing refrigerants. The following option may be available to you, to assure that refrigerants are properly recovered and recycled in accordance with this law.

The customer will hire a contractor to recover the refrigerant, prior to the unit being transported to Wheelabrator South Broward Inc. for disposal.

In either case, Waste Management will require that the appropriate parties complete an Appliance Acceptance Form before the appliance will be recycled or disposed of at this facility. If not, the following will take place:

Trucks with **WHITE GOODS** will be:

- (1) Denied Entry, or
- (2) Reloaded and Removed at the Hauler's Expense.

If you have any specific questions about the applicability of the regulations to you or about the steps outlined above, please contact Wheelabrator South Broward Inc. We hope you will join us in our efforts to maintain a clean and healthful environment.

Jim Epsilantis
Plant Manager

PROHIBITED WASTES AT WHEELABRATOR SOUTH BROWARD

The following wastes are not allowed at our facility.

- (1) Pathological and biological wastes.
- (2) Sludge type materials.
- (3) Highly inflammable substances.
- (4) Motor vehicles/trailer parts.
- (5) Comparable bulky items of machinery or equipment.
- (6) Liquid wastes.
- (7) Manure.
- (8) Hazardous wastes.
- (9) Mercury containing lamps and devices.
- (10) Vehicular batteries.
- (11) Lead-acid batteries.
- (12) Nickel-Cadmium batteries.
- (13) Explosives and ordnance materials.
- (14) Radioactive materials.
- (15) Nuclear wastes.
- (16) Beryllium containing wastes.
- (17) White goods.
- (18) Sharps.
- (19) Non-Burnable construction material/demolition debris.
- (20) Wallboard/Drywall.
- (21) Asbestos or asbestos products.
- (22) Chemicals (including empty containers).
- (23) Tree logs and wood greater than 6 Feet in length and 8 inches in diameter.
- (24) Metal drums.
- (25) Computers/monitors/CRT/TV screens
- (26) Animal Carcasses.

Trucks with prohibited wastes shall be:

- (1) Denied Entry, or
- (2) Reloaded and Removed at the Hauler's Expense.

Note: All Vehicles Subject to Inspection.



Tipping Floor Rules and Procedures for Haulers and Drivers

Each Hauler and Driver must follow the signs posted at each facility. Signs are posted at the scale house and the entrance to the Tipping Building. When in doubt of what to do, always ask the Loader Operator for assistance.

The following are tipping floor/receiving area standards:

- Do not enter the Tipping Building without receiving directions from the Loader Operator.
- While on-site, always obey all signs, signals and instructions from the Loader Operator.
- Be aware of other vehicles around you and drive slowly.
- The person exiting the delivery vehicle shall always wear the required personal protective equipment (PPE) listed below:
 - Hard hat;
 - Sturdy work shoes; (recommended puncture resistant safety toe shoe)
 - Eye protection; and
 - High-visibility vest (ANSI Class II otherwise listed as REFLECTIVE).
- All delivery vehicle occupants must remain in their vehicles when entry and exit ramps to the tipping floor are higher than 4ft above a lower level and the sides or edges of the ramp are not protected by use of an OSHA-compliant guardrail system.
- Dump your load no closer than 15 feet from the pit edge unless specified by the Loader Operator due to a potential fall hazard.
- Not more than one person per waste delivery vehicle may exit a vehicle on the Tipping Floor. All other vehicle occupants must remain in the vehicle.
- The riding of a person on the outside of delivery vehicle is prohibited.
- The person exiting the vehicle must stay within 6 feet of their vehicle when in the Tipping Building.
- Vehicles are not to be left unattended.
- The person exiting the vehicle shall stay at least 15 feet away from the pit opening.
- After tipping their load, delivery vehicles shall pull away from the pit to a clear, safe area as directed within the Tipping Building to close the vehicle doors.
- Any violation of these rules by a waste delivery vehicle driver or occupant will be reported to the hauling company's district office, the plant manager and facility OHS manager.
- Smoking is not permitted in the Tipping Building and is only permitted in posted areas.
- Scavenging is prohibited at all times.
- Cell phone use is prohibited while driving vehicles or operating the controls of equipment or vehicles.

Failure to comply with these rules will subject the delivery vehicle occupants and their company to being banned from the facility.