

ITEMS #33-36

ADDITIONAL MATERIAL

PUBLIC HEARING

FEBRUARY 25, 2025

SUBMITTED AT THE REQUEST OF

MAYOR BEAM FURR

FACT SHEET PREPARED AT REQUEST OF SWA
Waste Management Proposal regarding Monarch Hill

Capacity – The Broward County Board of County Commissioners has the statutory obligation to ensure capacity for solid waste disposal for the entire County. Florida Statute 403.706(1)

Master Plan Consultant - Points made at the SWA Workshop on February 10, 2025

1. Landfill capacity will be needed under any scenario
2. Time will be needed to implement any scenario, including the necessary shift in culture and behavior
3. Cost to municipalities for any scenario will be more than currently paid today

WM Voluntary Commitments - To address potential impacts of the proposed horizontal and vertical expansions, Waste Management (WM) has proposed a number of voluntary commitments that have been reduced to a proposed formal written agreement and incorporated into a declaration of restrictive covenants to ensure that the obligations “run with the land”.

The following is a summary of the material terms of the proposed agreement (with agreement section reference in parenthesis):

If both the horizontal and vertical expansions are granted, WM has committed to:

Capacity

- ✓ Increase capacity at WM’s Okeechobee facility by 200,000 tons of Municipal Solid Waste (MSW) annually to a total annual capacity of 1.5 million tons of MSW (2.5.1)
- ✓ Dispose of 35,000 ton of MSW at Monarch Hill or assume the cost of transporting MSW elsewhere once MSW is excluded in 2027 (2.5.2) (cost avoidance of approx. \$1M)
- ✓ Continue to provide unlimited capacity for construction & demolition debris (C&D) and yard/bulky waste (2.5.3)
- ✓ Continue to provide use of WM’s 3 transfer stations at no additional processing cost (2.5.4) (cost avoidance of approx. \$2M)
- ✓ Agree to provide contingency disposal services on the same terms in the event that the South Broward Waste-to-Energy facility (WTE) is inoperable or the operator ceases operation (2.9)
- ✓ Provides capacity for storm-related debris
- ✓ Specifically excludes recycled, reused, composted, or source separated for purposes of recovering materials, or processed at tri-county WTE facility (3.3.2)

Recycling and other Diversionary Efforts

- ✓ Exclude accepting MSW at Monarch after October 1, 2027 (2.3.3)
- ✓ Recycle methane gas at its Okeechobee facility (2.6.1) to reduce greenhouse gas emissions of Broward waste processed at the facility
- ✓ Potentially compost source separated food and organic waste at its Okeechobee facility (2.6.3)
- ✓ Potentially supply methane gas from Monarch Hill to power a wastewater sludge dryer (when installed by County) to provide a sustainable solution for wastewater sludge (“bio-solids”) disposal (2.4.2)
- ✓ Contribute \$2.3 million over a 10-year period to recycling education (2.6.2)

Financial and Other Commitments at Monarch Hill

- ✓ Pay a Host Charge of \$3.50 per ton of Class III waste (C&D, bulky, yard) and \$6.00 per ton of MSW and waste of any nature generated outside of Broward County to be used in

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connection with solid waste disposal, education, etc.; adjusted annually by CPI (2.2.2 and 2.2.4)

- ✓ Limit non-Broward waste to no more than 20% (2.4.1)
- ✓ Option to purchase Horizontal Expansion Site for 18 months at Fair Market Value (2.4.3)
- ✓ WM fully agrees to continue to comply with contractual obligations to City of Coconut Creek as set forth in their 2015 settlement agreement (2.10)
- ✓ Pay for certain short-term diversion costs under certain circumstances (2.5.2.1)

If only one of the expansions is granted, the commitment is limited to:

- Dispose of 35,000 ton of MSW at Monarch Hill or assume the cost of transporting (2.5.2.1)
- Recycle methane gas at its Okeechobee facility (2.6.1)
- Contribute \$1.150 million over a 10-year period to recycling education (2.6.2)
- Pay the Host Charge at 50% of above-stated amounts (2.2.6)

If neither of the expansions is granted, the following is likely to occur:

- × WM will provide none of the aforementioned commitments
- × WM will begin diverting waste to Okeechobee that will increase transportation costs to municipalities (estimated to be \$8M annually) and more trucks on the road with carbon emissions.
 - NOTE: This does not include any impact to the construction industry for higher C&D transportation costs which will likely be passed on to the public in the form of higher costs for construction including residential.
- × The County's current disposal agreement with Wheelabrator will expire July 2, 2028, forcing the County's to obtain, for the benefit of all municipalities, disposal capacity on the best terms achievable at that time

Summary

In summary, the voluntary commitments provided by WM:

- Provide requisite capacity to assist the County in meeting its statutory obligations on behalf of the entire County (incorporated and unincorporated)
- Provide contingency capacity in event of WTE failure (including fire) or storm event
- Provides the infrastructure (transfer stations) needed to move waste to final disposal destinations
- Provides recycling benefits, most notably funding for critical education
- Provides funding to offset costs and mitigate impacts while new (and more costly) scenarios can be explored
- Provides option to purchase horizontal expansion site (24.2 acres) at fair market value
- Provides time for SWA to complete its important work without the threat of disposal services agreement expiration

In short, the Master Plan consultant said we WILL need landfill capacity regardless of amounts recycled or processed at a WTE. The voluntary commitments from WM provide Broward residents and businesses cost-effective access to 2 landfills -- and by facilitating an option to extend with Wheelabrator -- 3 landfills (including the ash monofil) and the WTE beyond 2028. This provides the capacity needed to ensure the County and its municipal partners have the time needed to sufficiently analyze, develop, implement, and achieve the goals of the Master Plan.