

ITEMS #57₍₁₀₎, 58₍₉₎, 59₍₅₎ & 60₍₇₎

ADDITIONAL MATERIAL

Public Hearing

JANUARY 28, 2025

SUBMITTED AT THE REQUEST OF

COMMISSIONER STEVE GELLER



January 27, 2025

Broward County Commissioners
115 S. Andrews Ave
Fort Lauderdale FL, 33301

Response to proposed Development Agreement for Monarch Hill

County Commissioners,

The City of Deerfield Beach has reviewed the declaration of restrictive covenants dated January 24, 2025 and has multiple comments and concerns regarding this document. Additionally, we have just become aware of additional information posted to the agenda for the January 28, 2025 meeting from Waste Management. For these reasons, we formally request that the approval of the declaration of restrictive covenants and the items it is attached to at the January 28, 2025 meeting (items 57,58 and 60) be postponed until the Cities concerns have been addressed. The concerns are as follows:

- The City of Deerfield Beach, the City of Coconut Creek and even Broward County's own staff have been providing detailed documentation since 2021 about the potential harm of the monarch hill expansion. All of these letters are provided in the back up for items 57-60 in the January 28, 2025 County Commission Meeting. No requests that the cities of Deerfield Beach and Coconut Creek have been repeatedly making are incorporated into the proposed agreement. To ensure quality of life for County residents, this document must incorporate, additional environmental safety and monitoring above County standards, necessary traffic improvements and continued maintenance of roadways, payments to BSO for service calls, additional landscape and buffers, and dust and debris mitigation during construction. The County and this agreement continue to ignore the legitimate concerns of the two cities who are most impacted by the Monarch Hill expansion.

- Section 2.6.3 regarding recycling, states “to the extent economically and operationally feasible”. Meaning that if recycling isn’t an economic benefit to Waste Management, then they don’t have to do it. This is the exact way in which Waste Management determined to close the wheelabrator site. In 2014, Waste Management told the County Commission that there wasn’t enough trash being generated to warrant keeping the waste-to-energy plant open. Regardless of the factuality of that statement, that was an economic decision made by Waste Management. Here again, Broward County is allowing Waste Management to make false promises because at the end of the day, Waste Management can choose to not recycle if they deem it not economically feasible. This Section must be amended to assure that Waste Management meets its recycling obligation as described in the agreement.
- What assurance do we have that this is the last expansion? The proposed restrictive covenant does not have any provisions against going above 325 feet. Should a request for another height increase ever be made in the future and even entertained, this agreement, must include penalties, conditions, payments and other reparations to be provided to the communities that would be impacted to even consider such a request.
- Section 2.4.3 provides for an unrealistic opportunity for the County to purchase back the land. The conditions set forth in the agreement, make it essentially impossible and financially impractical for the sale to occur. Waste Management knows that the financial commitment to buy the land back based on its highest and best use and then fund a new waste-to-energy facility at that location renders this option essentially worthless. So why is it in here?
- How and when will the Broward County Commission spend the host fee charge? While examples of how the charge can be used are provided in Section 3.1, as the document states that the County will determine to use the proceeds at its sole and absolute discretion, what assurance can the local municipalities be given that the County will effectively expend the funds in a way to benefit those most impacted by the Monarch Hill expansion? The agreement makes no mention to an annual report of funds collected by the host fee. The agreement does not indicate what reserve fund the host fee will go to, if that fund has the capacity to collect interest or how the public will be able to monitor the fees in said fund.

- Who exactly (as it is not described) are the additional operational commitments in Section 2.5 for? Additional capacity at the Okeechobee landfill benefits the County alone, or cities as well? How long will this benefit be for and why are transportation rates or fixed costs not included?
 - The City formally requests evidence made in the whereas clause conclusion that “*most local landfills have been replaced with larger, regional landfills, which further diffuse the benefits of the landfill across an even larger population throughout the region and further concentrate the detrimental impacts on a host community*”. This whereas clause indicates Deerfield Beach as the host community and that we are made to further suffer detrimental impacts for the benefits of the larger population. If true, what is this agreement doing to benefit the host community? However, with two other landfills in Broward County, both of which are not at capacity, how can this statement be made and even justified when capacity exists elsewhere in Broward County?
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Sincerely,

A handwritten signature in blue ink, appearing to read 'E.M. Power', with a long horizontal flourish extending to the right.

Eric M. Power, AICP, LIAF
Planning & Development Services Director