

ITEM #19₍₃₎

**ADDITIONAL MATERIAL
REGULAR MEETING**

OCTOBER 22, 2024

**SUBMITTED AT THE REQUEST OF
COUNTY ADMINISTRATION**



KEVIN KELLEHER, Assistant County Administrator

115 S. Andrews Avenue, Room 409 • Fort Lauderdale, Florida 33301 • 954-357-7320 • FAX 954-357-7360

MEMORANDUM

DATE: October 17, 2024

TO: Mayor, Vice-Mayor, and Board of County Commissioners

FROM: Kevin Kelleher, Assistant County Administrator *[Signature]*

SUBJECT: ADDITIONAL MATERIAL - Agenda Item No. 19, October 22, 2024,
Commission Agenda

Item No. 19 on the October 22, 2024, Broward County Commission agenda relates to Height Limitations for Landfills within the Agricultural-Disposal A-6 District and amendments to Section 39-464 of the Broward County Code of Ordinances.

The Law Offices of Doumar, Allsworth, Laystrom, Voigt, Adair & Dishowitz, LLP has submitted a proposed Letter of Understanding on behalf of Waste Management Inc. of Florida, for your consideration.

Should you have any questions or like to discuss, please do not hesitate to contact me.

cc: Monica Cepero, County Administrator
Kimm Campbell, Deputy County Administrator
Leonard Vialpando, Director, Resilient Environment Department
Andrew J. Meyers, County Attorney
Robert Melton, County Auditor

LAW OFFICES
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VOIGT, ADAIR & DISHOWITZ, LLP**

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JODIE M. SIEGEL, P.A.

October 16, 2024

Honorable Mayor Nan Rich and Broward County Commissioners
BROWARD COUNTY
115 S. Andrews Avenue
Ft. Lauderdale, Florida 33301

Re: Monarch Hill Land Use Plan Amendment – Proposed Letter of Understanding

Dear Mayor and County Commissioners,

We appreciate the opportunity to discuss the upcoming Monarch Hill Land Use Plan Amendment and related solid waste system issues through the public hearing process. In order to consider a more global solution to the disposal of construction and demolition debris and Class III waste (i.e., bulky waste, yard waste, etc.), Waste Management Inc. of Florida ("Waste Management") proposes the following:

That if the County approves the pending Land Use Plan Amendment for a 24.6-acre parcel located at 2600 Wiles Road, Pompano Beach, Florida 33073 (the "Property"), and any other necessary actions thereafter and Waste Management is able to obtain all necessary licenses and permits so that the Property may be incorporated into the existing Monarch Hill property (Horizontal Expansion); and

If the County approves all appropriate actions to allow a maximum height for the entire Monarch Hill property (including the Property) to be no greater than 325 feet and Waste Management is able to obtain all necessary licenses and permits to use the property at a height above 225 feet but not greater than 325 feet (Vertical Expansion); then Waste Management will undertake the following actions:

1. Upon approval of the Horizontal Expansion and Vertical Expansion including all necessary licenses and permits, Waste Management will agree to no longer accept municipal solid waste [Household Waste and Commercial solid waste (as defined in 62-701.200 (49) and 62-701.200(22), F.A.C., respectively, hereinafter "Municipal Solid Waste"] for disposal at the entire Monarch Hill facility after the expiration of the present term of the Pompano Beach disposal contract on 9/30/2027. This commitment to no longer accept such waste is contingent upon the Horizontal Expansion and Vertical Expansion, and entry of a solid waste permit modification. Consistent with the 2015 agreement between Coconut Creek and Waste

Management, Household Waste and Commercial solid waste will only be accepted during a declared State of Emergency or if the Broward County Commission makes an express finding it is in the best interest of the public.

2. Waste Management will assume the cost to transport 35,000 tons per year of the County's residential and commercial waste (*i.e.* Contracted Processable Waste as defined under the Global Amendment) to alternate waste disposal site(s) (in lieu of Monarch Hill) of Waste Management's choosing from the date Residential and Commercial waste is diverted away from the Monarch Hill facility (per paragraph 1) through the final renewal term of Broward County's waste disposal agreement, if exercised, on July 2, 2033.
3. Waste Management will pay a per ton "Host Fee" to Broward County for every ton of waste disposed of at the Monarch Hill facility as follows: For Construction and Demolition and Class III waste (*i.e.* bulky waste, yard waste, etc.), Waste Management will pay the County \$3.50 per ton of waste disposed at the Monarch Hill facility. For Municipal Solid Waste from Broward County and waste of any nature shipped from outside of Broward County, Waste Management will pay the County \$6.00 per ton of waste disposed of at the Monarch Hill facility. Waste Management will initiate these Host Fee payments at 50% value after the issuance of a solid waste permit for either the Horizontal Expansion or the Vertical Expansion and will add the second 50% (of the aforementioned Host Fee) after the issuance of a solid waste permit for the additional area (*i.e.* after both the Horizontal Expansion and Vertical Expansion are granted). Waste Management will work expeditiously to permit both areas created by the Horizontal Expansion and Vertical Expansion without delay so as to reach 100% of the Host Fee payment value as quickly as possible. The Host Fee remains in effect for the duration of the landfill operating life for waste disposed at the Monarch Hill facility and Waste Management will propose a mechanism for future adjustment of the Host Fee.
4. Waste Management will continue to provide the use of its transfer station network at no charge to Broward County and participating communities for the transfer of Broward Waste to the Alternate Disposal Facility (as that term is defined in the Global Amendment) through the final renewal term of the County's waste disposal agreement which would expire on July 2, 2033. The estimated annual value of this service is between \$2.0M and \$2.5M per year based upon recent waste volumes.
5. Waste Management will make an in-kind contribution to the Broward Solid Waste Authority recycling education program in the following amounts over a 10-year period: Year 1 - \$500,000, Year 2 - \$400,000, Year 3 - \$300,000, Year 4 - \$200,000, Year 5 - \$150,000, Years 6-10 - \$150,000 (annually).
6. To address concerns with Greenhouse Gas Emissions, Waste Management is currently constructing a state-of-the-art renewable energy recovery facility at the WM Okeechobee Landfill. The Okeechobee Landfill is the Alternate Disposal Facility where excess Municipal Solid Waste that cannot be processed at the Waste to Energy Facility is sent for disposal. This new facility will capture the methane gas generated from the decomposition of waste, purify that methane to pipeline quality gas, whereupon it will be pressurized and injected into the gas utility pipeline. Waste Management will then remove the gas from the utility

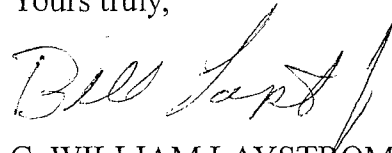
pipelines at each of its hauling companies where it will be used to fuel refuse collection vehicles thus completing the recycling and circularity loop.

7. Should Broward County choose to source separate and transport food waste and organics to the Okeechobee site in the future, Waste Management has agreed to restart the permitted composting facility at Okeechobee landfill and compost the Broward County organic and food waste at no incremental cost to the then current disposal rates. The Broward County organic and food waste disposal rate shall not exceed the rate charged Broward County for municipal solid waste disposal at the Okeechobee landfill.
8. At the request of Broward County, for the duration of the current disposal agreement and renewals as referenced in the 2015 Global Amendment, Waste Management has agreed to increase the capacity commitment at the Alternate Disposal Facility by 200,000 tons per year (from 575,000 to 775,000 tons per year).
9. At the request of Broward County, should the County decide to install a wastewater sludge dryer in the vicinity of the Monarch Hill facility, Waste Management agrees to work cooperatively to deliver methane gas generated at the Monarch Hill facility to the envisioned dryer facility. This concept as envisioned would provide renewable energy, which would otherwise be flared or underutilized, to help provide a solution to the County's wastewater sludge disposal.

Waste Management will file a rezoning application in order to effectuate the above understandings.

We look forward to formalizing these understandings through the public hearing process.

Yours truly,

A handwritten signature in black ink, appearing to read "Bill Laystrom", with a stylized flourish at the end.

C. WILLIAM LAYSTROM, JR.
For the Firm

CWL:lv

cc: County Administrator Monica Capero
Assistant County Administrator Kevin Kelleher
County Attorney Andrew J. Meyers

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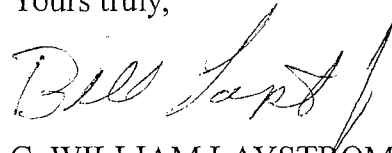
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