



## Florida Waste Haulers & Recyclers Coalition

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January 25, 2022

Dear, Executive Director Mary Lou Tighe, Broward League of Cities

The Florida Waste Haulers & Recyclers Coalition, Inc. (FWHRC) has submitted numerous documents to the Broward League of Cities' Solid Waste Working Group as part of the League's Solid Waste Task Force., Several Broward County and DEP permitted recycling facilities are recommended as alternate disposal sites by Broward County and posted on their web site. While the SWWG is progressing in their goals, diversion of recyclable materials does not rank high if at all in their current plan. (SEE ATTACHMENT A)

In this regard, please consider the following:

**FIRST:** The Second Amendment document originally signed September 1,2012, amended February 27, 2018, and signed July 2 ,2018 at recitals D&E and Amendments 2, 3 & 4, detailed in the Second Amendment. All endorse recycling of the aforementioned materials.

“Yard waste, bulk waste, and/or construction and demolition debris hereinafter referred to as (“yard waste, bulk waste, and/or construction and demolition debris”) that is collected within Broward County to a facility other than the North Disposal Facility or the South Disposal Facility so that such material can be recycled.” ( SEE ATTACHMENT B )

**SECOND:** The second amendment which has been presented to the municipalities and asking for their commitment to include their yard waste, bulk, and C&D no later than May,6, 2022, is an abbreviated version of the second amendment with the previously mentioned Recitals and Amendments missing. Why was this document prepared in this format eliminating these key points? (SEE ATTACHMENT C)

**THIRD:** Considering the complete verbiage in the Second Amendment and the apparent inability of Wheelabrator to process the volume and in consideration of the multiple Broward County DEP approved alternate recycling sites. What is the reason for not including this information and encouraging the municipalities to deliver the” additional waste” to other Broward County approved facilities, eliminating the congestion and complying with the recently adopted Mission Statement (ATTACHMENT D)?

Exhibits Attached A B C D

**FLORIDA WASTE HAULERS & RECYCLERS COALITION,**

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Office (305) 556-4268 Fax (305) 861-0702  
6625 Miami Lakes Drive East, Suite 424, Miami Lakes, FL 33014

## Alternate Disposal Facilities in Broward County

Alternate Disposal Facilities	Address	City	Zip	Contact	Website	Materials Accepted	Customers Accepted
All County Waste Recycling (J&A)	1810 SW 42 Way	Deerfield Beach	33442	954-426-0505	<a href="http://www.jawastecorp.com/page/faq.html">http://www.jawastecorp.com/page/faq.html</a>	C&D, Bulk Waste & Yard Debris	Commercial & Residential
Coastal Waste and Recycling	1840 NW 33 St	Pompano Beach	33069	954-947-4000	<a href="https://www.coastalwasteinc.com/faq/">https://www.coastalwasteinc.com/faq/</a>	C&D, Bulk Waste & Yard Debris	Commercial & Residential
Deerfield Beach Recycling & Transfer (Waste Connection)	1751 SW 43 Ter	Deerfield Beach	33442	954-574-1311	<a href="https://www.wasteconnections.com/miami/deerfield-beach-transfer-station">https://www.wasteconnections.com/miami/deerfield-beach-transfer-station</a>	C&D, Bulk Waste & Yard Debris	Commercial & Residential
Envirocycle	849 SW 21 Ter	Fort Lauderdale	33312	954-792-8177	<a href="https://www.republicservices.com/customer-support/facilities?utm_source=y">https://www.republicservices.com/customer-support/facilities?utm_source=y</a>	C&D, Bulk Waste & Yard Debris	Commercial & Residential
Panzarella MRF LLC	1600 SW 2 <sup>nd</sup> PL	Pompano Beach	33069	954-320-9594	<a href="https://www.panzarellawaste.com/faq">https://www.panzarellawaste.com/faq</a>	C&D, Bulk Waste & Yard Debris	Commercial & Residential
Pembroke Park Recycling & Transfer (Waste Connection)	1899 SW 31 St	Pembroke Park	33009	954-989-9715	<a href="https://www.wasteconnections.com/miami/pembroke-park-transfer-station">https://www.wasteconnections.com/miami/pembroke-park-transfer-station</a>	C&D, Bulk Waste & Yard Debris	Commercial & Residential
WM Monarch Hill Landfill	2700 NW 48 St	Unincorporated	33073	954-984-2000	<a href="http://monarchhill.wm.com/landfill/index.jsp">http://monarchhill.wm.com/landfill/index.jsp</a>	C&D, Bulk Waste & Yard Debris	Commercial Only & Account Required
WM Recycling (Oaks Rd - Davie)	3250 SW 50 Ave	Davie	33314	954-308-9512	<a href="https://www.wmsolutions.com/locations/details/id/921">https://www.wmsolutions.com/locations/details/id/921</a>	C&D, Bulk Waste & Yard Debris	Commercial & Residential
WM Recycling (Pompano Beach)	2281 NW 16 St	Pompano Beach	33069	954-969-0911	<a href="https://www.wmsolutions.com/locations/details/id/914">https://www.wmsolutions.com/locations/details/id/914</a>	C&D, Bulk Waste & Yard Debris	Commercial & Residential
WM Reuter Recycling of Florida	20701 Pembroke Rd	Pembroke Pines	33029	954-436-9500	<a href="https://www.wmsolutions.com/locations/details/id/688">https://www.wmsolutions.com/locations/details/id/688</a>	C&D, Bulk Waste & Yard Debris	Commercial & Pembroke Pines Residents Only

**SECOND AMENDMENT TO AGREEMENT FOR SOLID WASTE DISPOSAL SERVICES  
BETWEEN BROWARD COUNTY AND WHEELABRATOR ENVIRONMENTAL SERVICES INC.**

This Second Amendment to the Agreement for Solid Waste Disposal Services Between Broward County, a political subdivision of the State of Florida (“County”), and Wheelabrator Environmental Services Inc., a Delaware corporation (“Wheelabrator”) (collectively, the “Parties”), is entered into effective as of the date fully executed by the Parties (“Effective Date”).

RECITALS

A. County and Wheelabrator are parties to an Agreement for Solid Waste Disposal Services, dated June 26, 2012, which was subsequently amended by a Global Amendment, dated May 19, 2015 (as amended, the “Current Disposal Agreement”).

B. Following execution of, and in connection with, the Current Disposal Agreement, certain Broward municipalities (the “Participating Communities”) entered into an Interlocal Agreement for Solid Waste Disposal Support Services, dated September 1, 2012, which was subsequently amended by a February 27, 2018, First Amendment (as amended, the “Interlocal Agreement”).

C. Pursuant to the Current Disposal Agreement and the Interlocal Agreement, County and the Participating Communities agreed to deliver to Wheelabrator, and Wheelabrator agreed to accept from County and the Participating Communities, solid waste generated within Broward County.

D. The Current Disposal Agreement requires Wheelabrator to accept all Broward Waste, Facility(ies), which the Current Disposal Agreement defines as either the North Disposal Facility located at 2600 Wiles Road, Pompano Beach, Florida, or the South Disposal Facility located at 4400 South State Road 7, Davie, Florida. With limited exception not applicable here, the Current Disposal Agreement prohibits Wheelabrator from disposing of Broward Waste, including all Additional Waste, at a different disposal facility without approval of the County in its sole and absolute discretion.

E. The Parties desire to amend the Current Disposal Agreement to allow for the delivery in the form of yard waste, bulk waste, and/or construction and demolition debris (hereinafter referred to as “yard waste, bulk waste, and/or construction and demolition debris”) that is collected within Broward County to a facility other than the North Disposal Facility or the South Disposal Facility so that such material can be recycled.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties amend the Current Disposal Agreement as follows:

1. The foregoing recitals are true and correct, and are incorporated herein by reference.

2. Wheelabrator may direct County and each of the Participating Communities to deliver their yard waste, bulk waste, and/or construction and demolition debris to an alternative facility other than the North Disposal Facility or the South Disposal Facility, provided that such materials are recycled to the extent possible, that the alternative facility is approved in advance, in writing, by the County Administrator or designee, and that the alternative facility utilizes and maintains certified scales for weighing such materials.
3. Wheelabrator shall reimburse County and each of the Participating Communities for any and all additional cost incurred by County and such Participating Communities in connection with delivering yard waste, bulk waste, and/or construction and demolition debris to any approved alternative facility that Wheelabrator would otherwise have been required to accept at either the North Disposal Facility or the South Disposal Facility. Under no circumstances shall Wheelabrator fail to reimburse County or any Participating Community for any additional cost incurred as a result of delivering yard waste, bulk waste, and/or construction and demolition debris to an approved alternative facility for recycling. Any determination of reimbursements owed by Wheelabrator shall be based on consideration of the current (nonalternative) Disposal Facility that is closest in distance to the relevant unincorporated area of Broward County or Participating Community.
4. Wheelabrator shall monitor all yard waste, bulk waste, and construction and demolition debris that is delivered to any approved alternative facility consistent with the terms hereof for recycling. Wheelabrator shall provide a monthly report to County within sixty (60) days after the end of each calendar month that includes, for each approved alternative facility and each category of yard waste, bulk waste, and construction and demolition debris, the following information: the number of tons actually delivered pursuant to this Second Amendment; the number of those tons of delivered waste that is recycled; the total number of transactions; the name of the delivering party per transaction; and the Participating Community whose yard waste, bulk waste, and/or construction and demolition debris was delivered. Upon request, Wheelabrator shall provide either County or Participating Community with weight tickets for materials delivered to each approved alternative facility. Upon request, Wheelabrator shall also provide monthly reports to a requesting Participating Community detailing deliveries of yard waste, bulk waste, and/or construction and demolition debris made by or on behalf of such Participating Community.
5. Capitalized terms not otherwise defined herein shall have the meanings set forth in the Current Disposal Agreement.
6. In the event of any conflict or ambiguity between this Second Amendment and the Current Disposal Agreement, the Parties agree that this Second Amendment shall control.
7. The Current Disposal Agreement, as amended hereby, incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein, and the Parties agree that there are no commitments, agreements, or understandings concerning the subject matter hereof that

are not contained in the Current Disposal Agreement and this Second Amendment to the Current Disposal Agreement. Accordingly, the Parties agree that no deviation from the terms of this Second Amendment shall be predicated upon any prior representations or agreements, whether oral or written.

8. Preparation of this Second Amendment has been a joint effort of the Parties, and the resulting document shall not, solely as a matter of judicial construction, be construed more strictly against one of the Parties than the other.
9. Except as modified herein, all terms and conditions of the Current Disposal Agreement shall remain in full force and effect.
10. This Second Amendment may be executed in multiple originals, and may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.
11. County may unilaterally terminate this Second Amendment at any time within six (6) months of the Effective Date for any reason. If the County wishes to exercise its right to terminate this Second Amendment, County shall provide written notice thereof to Wheelabrator, and this Second Amendment shall be deemed terminated sixty (60) days from the date of such notice, even if said termination would become effective beyond six (6) months after the Effective Date. If this Second Amendment is terminated, the Current Disposal Agreement unmodified by this Second Amendment shall remain in full force and effect.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

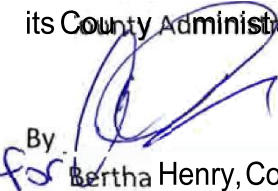
IN WITNESS WHEREOF, the Parties hereto have made and executed this Second Amendment: BROWARD COUNTY, through its County Administrator, authorized to execute same pursuant to Board of County Commission action taken on the 2zyJ day of 2028, and Wheelabrator Environmental Services Inc., signing by and through its a , duly authorized to execute same.

COUNTY

WITNESSES:

BROWARD COUNTY, by and through its County Administrator

Pri Name:


By:  \_\_\_\_\_  
Bertha Henry, County Administrator

  
Print Name: SUSAN SEFERIAN

day of \_\_\_\_\_, 2018

Insurance requirements approved by Broward County Risk Management Division

Approved as to form by  
Andrew J. Meyers  
Broward County Attorney  
Governmental Center, Suite 423  
115 South Andrews Avenue  
Fort Lauderdale, Florida 33301  
Telephone: (954) 357-7600  
Telecopier: (954) 357-7641

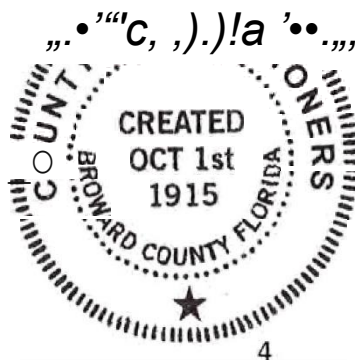
By:  07/02/18  
Signature (Date)  
Colleen Pounall Risk Analyst  
Print Name and Title above

By:  07/02/2018  
Keoki M. Baron (Date)  
Assistant County Attorney

By:  07/02/2018  
Angela F. Benjamin (Date)  
Senior Assistant County Attorney

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KMB/AFB  
Wheelabrator — 2nd Amdmt  
04/26/18



SECOND AMENDMENT TO AGREEMENT FOR SOLID WASTE DISPOSAL SERVICES BETWEEN BROWARD COUNTY AND WHEELABRATOR ENVIRONMENTAL SERVICES INC.

WHEELABRATOR ENVIRONMENTAL SERVICES INC.

WITNESSES:


WHEELABRATOR ENVIRONMENTAL SERVICES INC.

\_\_\_\_\_  
Signature

6czss6 D d/"-rcw/  
Print Name of Witness above

*Dawn Malerba*  
Signature

DAWN MALERBA  
Print Name of Witness above

  
By: \_\_\_\_\_  
Authorized Signor

*B. J. Steves*  
Print Name and Title

2 day of \_\_\_\_\_, 2018

ATTEST:

*MOE*  
Corporate Secretary or other person  
authorized to attest  
W. D' z'ie°m

(CORPORATE SEAL OR NOTARY)





## Second Amendment to September 1, 2012, Interlocal Agreement

This Second Amendment (the "Second Amendment") to the Interlocal Agreement between Broward County and Participating Communities for Solid Waste Disposal Support Services, dated September 1, 2012, is executed by and between Broward County, a political subdivision of the state of Florida ("County"), and ( ) a municipal corporation ("Participating Community"). County and Participating Community are sometimes each individually referred to as a "Party" and collectively as the "Parties".

### RECITALS

A. In June 2012, County entered into an agreement with Wheelabrator Environmental Systems Inc., a Delaware corporation ("Wheelabrator"), to provide for the disposal of solid waste generated within Broward County ("Original Disposal Agreement"). Subsequently, County and Wheelabrator have entered into two (2) amendments (the Original Disposal Agreement and its amendments, including the Global Amendment, are collectively referred to as the "Solid Waste Disposal Agreement").

B. County and Participating Community (and other similarly situated Broward County municipalities) entered into an interlocal agreement for solid waste disposal support services, dated September 1, 2012 ("Original Interlocal Agreement"), so that Broward County municipalities might benefit from the disposal capacity provided through the Solid Waste Disposal Agreement. The Original Interlocal Agreement was amended with a first amendment, the template for which was approved by action of the Broward County Board of County Commissioners on February 27, 2018, Agenda Item 58.B. ("First Amendment"), wherein each Participating Community selected Wheelabrator to provide waste disposal services (the Original Interlocal Agreement and First Amendment are collectively referred to as the "Interlocal Agreement").

C. The Solid Waste Disposal Agreement and the Interlocal Agreement each expire on July 2, 2023, unless extended.

D. The Solid Waste Disposal Agreement allows County to renew its term for an additional five (5) years through July 2, 2028, provided (in addition to certain other conditions) there are waste disposal commitments from municipalities within Broward County whose residents and businesses collectively generate at least 500,000 tons of residential and commercial Waste (as defined in the Solid Waste Disposal Agreement and otherwise known as "Contracted Processable Waste" in the Global Amendment and this Second Amendment) on an annual basis.

E. The Parties wish to continue working cooperatively, diligently, and in good faith with one another to find regional, cost-effective, and environmentally sustainable solutions to dispose of solid waste. The Parties desire to further that goal by entering into this Second Amendment to extend the term of the Interlocal Agreement by another five (5) years.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County and Participating Community hereby agree as follows:

1. The above Recitals are true and correct and are incorporated herein as if set forth in full hereunder. All capitalized terms not expressly defined within this Second Amendment shall retain the meaning ascribed to such terms in the Solid Waste Disposal Agreement or the Interlocal Agreement, as applicable.

2. The Interlocal Agreement is hereby renewed for a five (5) year period, commencing July 3, 2023, through July 2, 2028 (the "Renewal Period").

3. During the full term of the Renewal Period, Participating Community shall collect, transport, deliver, and deposit all Contracted Processable Waste within its boundaries to/at the appropriate receiving facility of Wheelabrator in accordance with the Solid Waste Disposal Agreement.

4. In addition to committing the Contracted Processable Waste referenced in paragraph 3 above, Participating Community may communicate its non-binding intent to collect, transport, deliver, and deposit all the following waste (as indicated by checking "Yes" below) within its boundaries to/at the appropriate receiving facility of Wheelabrator in accordance with the Solid Waste Disposal Agreement, except for waste or recycling material that is transported outside of the state of Florida. If Participating Community wishes to deliver and deposit any of the following waste to/at the appropriate receiving facility of Wheelabrator, it must provide a commitment to County and Wheelabrator by May 6, 2022.

**Yard Waste**

Yes

No

**Bulk Trash**

Yes

No

**Construction and Demolition Debris**

Yes

No

5. Pursuant to Article 8(B) of the Solid Waste Disposal Agreement, County must provide notice to Wheelabrator not less than eighteen (18) months prior to the expiration of the Renewal Period if it intends on exercising an additional renewal term, which would commence July 3, 2028 ("Additional Renewal Period"). If Participating Community does not intend to extend the Interlocal Agreement for the Additional Renewal Period, it must give written notice to County at least twenty-one (21) months prior to the expiration of the Renewal Period. Unless such written notice is timely sent to County, Participating Community shall be deemed to have renewed this Interlocal Agreement through July 3, 2028, and Participating Community acknowledges that County will rely on Participating Community renewing the Interlocal Agreement in making its decision on whether to extend the Solid Waste Disposal Agreement for the Additional Renewal Period.

6. Participating Community hereby authorizes County to provide an executed copy hereof to Wheelabrator to evidence Participating Community's commitment for the entirety of the Renewal Period.

7. Participating Community understands that the services to which it is obligating itself by executing this Second Amendment, and that the terms and conditions under which those services will be provided, are those specified in the Solid Waste Disposal Agreement.

8. Preparation of the Second Amendment has been a joint effort of County and Participating Community, and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than any other.

9. In the event of any conflict or ambiguity between this Second Amendment and the Interlocal Agreement, the Parties agree that this Second Amendment shall control regarding the matters set forth herein. The Interlocal Agreement, as amended by this Second Amendment, incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein, and the Parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Second Amendment that are not contained in the Interlocal Agreement as previously amended or as amended by this Second Amendment. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

10. This Second Amendment shall become effective at such date as the Broward County Board of County Commissioners renews or extends the Solid Waste Disposal Agreement, the option for which may be exercised once County has received waste disposal commitments from municipalities whose residents and businesses collectively generate 500,000 tons of Contracted Processable Waste on an annual basis. County shall not be liable to Participating Community, or any third party, for the action, inaction, or breach of a contractual obligation by Wheelabrator, including but not limited to any refusal by Wheelabrator to renew or extend the Solid Waste Disposal Agreement.

11. This Second Amendment may be fully executed in multiple copies by the parties, which together shall have the force and effect of an original document.

[Signatures Begin on the Next Page]

IN WITNESS WHEREOF, the Parties hereto have made and executed this Second Amendment: Broward County, through its County Administrator, authorized to execute same by Board of County Commissioners action on the \_\_\_\_\_ day of \_\_, 20\_\_, and [ ], signing by and through its \_\_\_\_\_ duly authorized to execute same.

COUNTY

ATTEST:

BROWARD COUNTY, by and through its Board of County Commissioners

\_\_\_\_\_  
Broward County Administrator, as ex officio Clerk of the Broward County Board of County Commissioners

By: \_\_\_\_\_  
Bertha Henry

\_\_\_\_\_ day of \_\_\_\_\_, 2021

Approved as to form by  
Andrew J. Meyers  
Broward County Attorney  
Governmental Center, Suite 423  
115 South Andrews Avenue  
Fort Lauderdale, Florida 33301  
Telephone: (954) 357-7600  
Telecopier: (954) 357-7641

By: \_\_\_\_\_  
[Name] (Date)  
Assistant County Attorney

By: \_\_\_\_\_  
[Name] (Date)  
Deputy County Attorney

**FINAL**

**Solid Waste Mission Statement Draft**

**Mission Statement:** To protect the long-term public health, safety and welfare, Broward County and the municipalities who are parties to this Interlocal Agreement commit to work collaboratively through the creation of the “\_\_\_\_\_”. The “\_\_\_\_\_” will develop and implement a long term, environmentally sustainable, transparent, innovative and economically efficient plan and approach to disposal, reduction, recycling and reuse of solid waste generated in Broward County.

**Goals:** The “\_\_\_\_\_” will (a.) encourage reduction, recycling and reuse, diverting solid waste from landfills, to ultimately reach zero waste, (b.) support regional solutions with other counties with priority being given to members of the “\_\_\_\_\_”, (c.) conduct public education campaigns, and (d.) engage in and/or support research and development into disposal, reduction, recycling, reuse and utilization of the latest technology to create a sustainable and resilient solid waste disposal system.

**Whereas Clauses:** The hauling of solid waste will be determined by each responsible local government.

Approved (unanimously), by SWWG January 5, 2022  
Commissioners Glassman & Ryan not in attendance