

Resource Recovery Board

Chair: Commissioner Ilene Lieberman, Broward County Board of County Commissioners

Vice Chair: Commissioner Joseph Scutto, City of Sunrise

Commissioner Beam Furr-Hollywood • Commissioner Roy Gold-Coral Springs • Mayor Eric M. Hersh-Weston

Mayor Jim Naugle-Fort Lauderdale • Commissioner Lou Sarbone-Coconut Creek

Commissioner Frank Talerico-Margate • Mayor Layne Dallett Walls-Oakland Park

Executive Director: Ron Greenstein **District Counsel:** Eugene M. Steinfeld

AGENDA

RRB Technical Advisory Committee Meeting

Tuesday, December 16, 2008

Coconut Creek Community Center

1100 Lyons Road, Coconut Creek, 33063

(Directions and map attached)

Technical Advisory Committee Meeting	9:00 a.m.
Strategic Planning Workshop: "New ILA Terms Review II"	10:00 a.m.

- | | |
|---|---|
| <p>I. Roll Call (5 min.)
<i>Technical Advisory Committee</i></p> <p>II. Approval of Minutes
November 18, 2008 TAC Meeting (AI) (p. 4 - 9)
<i>Elle Ciccone, Recording Secretary</i></p> <p>III. Citizen Input</p> <p>IV. Statement of Meeting Objectives
<i>Brad Kaine, Chair, Technical Advisory Committee</i></p> <p>V. RRB Executive Director Report
<i>Ron Greenstein, RRB Executive Director</i></p> <p>VI. RRB Legal Counsel Report
<i>Eugene M. Steinfeld, District Counsel</i></p> <p>VII. Strategic Plan Subcommittee Reports (DI/AI)
Administration Subcommittee, <i>Rich Michaud, Chair</i>
Infrastructure Subcommittee, <i>Greg Turek, Chair</i>
Programs Subcommittee, <i>John Benton and Malini Siew-Narine, Co-chairs</i> (p. 10 - 20)</p> <p>VIII. Old Business (DI/AI)
 <ul style="list-style-type: none"> • Assets and Liabilities Update • Strategic Planning Update • MRF Update (p. 21 - 22) </p> <p>IX. New Business (DI)</p> <p>X. Informational Items (DI)
 Staff Reports
 <ul style="list-style-type: none"> • MRF Quarterly Distribution Report – FY 2008 4th Quarter (p. 23 - 24) TAC Attendance Record (p. 25)
 Next RRB Meeting – December 18, 2008, 2:00 p.m. - Broward County Governmental Center, Room 430
 Next TAC Meeting – January 27, 2008, 9:30 a.m. - 2nd Floor Hearing Room, 1 N University Drive </p> <p>XI. Adjournment</p> | <p>NOTE:</p> <p>Total meeting time limited to 2 hours. Time extensions to be approved by majority vote. Items not covered prior to adjournment will be carried to the next regular scheduled meeting.</p> <p>AI = Action Item
DI = Discussion Item</p> |
|---|---|

December 16, 2008

Coconut Creek Community Center

1100 Lyons Road, Coconut Creek, 33063

(MAP ATTACHED)

<u>Technical Advisory Committee Meeting</u>	<u>9:00 a.m.</u>
<u>Strategic Planning Workshop</u>	<u>10:00 a.m.</u>

The Coconut Creek Community Center is located on the southeast corner of Lyons Road and Coconut Creek Parkway.

Directions from the turnpike and I-95:

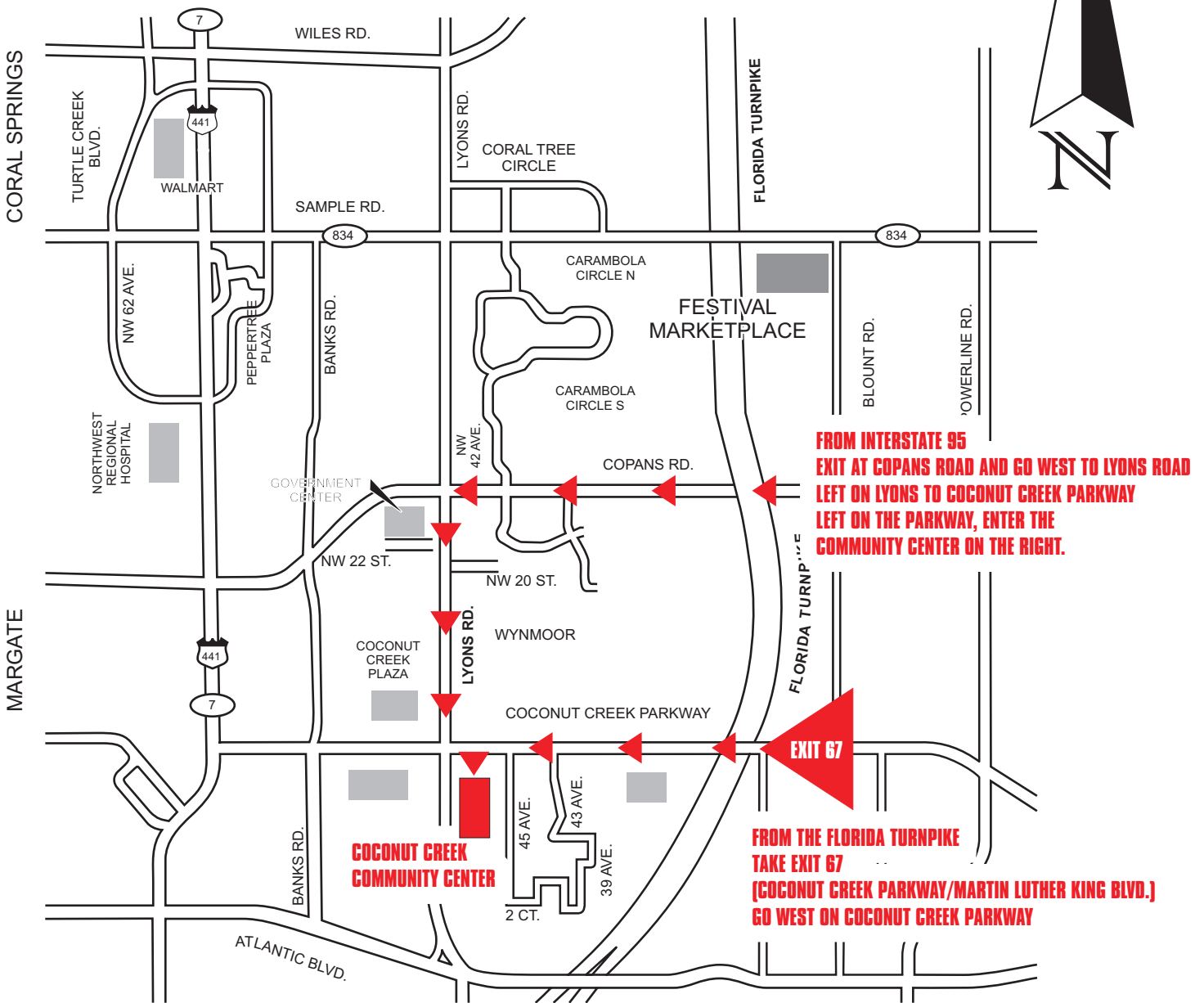
- From the Turnpike, north bound only, exit at Atlantic Boulevard. Turn left and head west to Lyons Road (second traffic signal). Turn right on Lyons Road and proceed north to the Community Center. Entrance is on the right just before Coconut Creek Parkway.
- From I-95, exit at Atlantic Boulevard and head west to Lyons Road. Turn right on Lyons Road and proceed north to the Community Center. Entrance is on the right just before Coconut Creek Parkway.

Please sign in upon entering. There will be two clipboards with sign-in pages - one for TAC Members and the other for non-members. If you do not have the opportunity to sign in before or during the meeting, please see Elle (she will be taking minutes) before leaving the meeting so that your attendance will be reflected in the minutes.

There will be a second set of sign-in sheets for the workshop.

Thank you.

**THE COCONUT CREEK
COMMUNITY CENTER
1100 LYONS ROAD
COCONUT CREEK, FLORIDA**



MINUTES
RRB TECHNICAL ADVISORY COMMITTEE
BROWARD COUNTY
GOVERNMENT CENTER WEST
Tuesday, November 18, 2008

MEMBERS

PRESENT:

Troy Gies, Vice Chair, City of Tamarac
Scott J. Sundermeier, City of Coconut Creek
Richard Michaud, City of Coral Springs
Susan Dean, Town of Davie
Mario Reboa, City of Deerfield Beach
Cheryl Miller, Alternate, City of Deerfield Beach
Greg Slagle, City of Fort Lauderdale
Chris Van Vliet, Alternate, City of Lauderdale Lakes
Lurleen Evans, City of Lauderhill
Mary Pryde, Alternate, City of Lighthouse Point
Reddy Chitepu, City of Margate
Kenneth Resor, Alternate, City of Oakland Park
Malini Siew-Narine, Town of Southwest Ranches
Anthonio Thompson, City of Sunrise
Bob Taylor, Alternate, City of Wilton Manors
John Benton, Unincorporated Broward County
Robert Jindracek, Broward County School Board

MEMBERS

ABSENT:

Brad Kaine, Chair, City of Weston
Dave Cherry, Alternate, City of Coconut Creek
Susan Poling, Cooper City
Diane Patanelli, Alternate, Cooper City
John Saavedra, Alternate, City of Fort Lauderdale
Vacant, Town of Hillsboro Beach
Greg Turek, City of Hollywood
Oscar Petty, Alternate, City of Hollywood
Vacant, Town of Lauderdale-by-the-Sea (Primary TAC Member)
John Olinzock, Alternate, Town of Lauderdale-by-the-Sea
Vacant, City of Lauderdale Lakes (Primary TAC Member)
Sean Henderson, Alternate, City of Lauderhill
David Rushlow, Village of Lazy Lake
Art Graham, City of Lighthouse Point
Tom Good, City of Miramar
Mike Shields, City of North Lauderdale
Dave Womacks, City of Oakland Park
Todd Larson, Town of Pembroke Park
Frank DeCelles, City of Plantation
Vacant, Village of Sea Ranch Lakes
Harry Cruz, City of Sunrise
Diane Phillips, Alternate, City of Tamarac
George Keller, City of West Park
David Archacki, City of Wilton Manors
John Albert, Waste Management, Inc.
Rhonda Calhoun, Broward League of Cities
Michael Savino, Eco Waste/Public Waste
Hunter Varnedoe, All Service Refuse

ALSO

PRESENT: Eugene M. Steinfeld, RRB District Counsel
Kristy Gilbert, City of Miramar
James Tisdale, Town of Pembroke Park
Racquel Henry, ARC
Claire Baldwin, CDM
Kevin Leo, CDM
Rob French, MPI
Nichole Lynch-Cruz, Malcolm Pirnie (MPI)
Stephen Schwarz, MPI
Bernice Yalley, MPI
Brian Hogan, Resource Enterprises, Inc.
Phil Medico, Sun/SWS
Tony Spadaccia, WMIF
Howard Kusnick
Mary Beth Busutil, WRS Director
Peter Foye, WRS/RCAD Director
Ram Tewari, WRS/SWOD Director
Notosha Austin, WRS/RCAD
Phil Bresee, WRS/RCAD
Jeannie Clinton, WRS/ADMIN
Steve Kasselakis, WRS/RCAD
Donna Lane, WRS/ADMIN
Richard Meyers, WRS/SWOD
Bill Nealon, WRS/ADMIN
Gianfranco Nicolaci
Paula Pereny, WRS/ADMIN
Odette Reza-Brown, WRS/ADMIN
Troy Robert, WRS/RCAD
Karen Smith, WRS/RCAD
Elle Knight, WRS/ADMIN, Recorder

I. CALL TO ORDER

In the absence of Brad Kaine, Chair, the meeting of the Resource Recovery Board Technical Advisory Committee (TAC) was called to order by Troy Gies, Vice Chair, at 9:07 a.m. on November 18, 2008, at Broward County Government Center West. Roll call was taken and a quorum was present.

II. APPROVAL OF MINUTES

On motion of Rich Michaud, City of Coral Springs, and seconded by Ken Resor, TAC Alternate, City of Oakland Park and unanimously carried, the committee approved the Technical Advisory Committee minutes of October 28, 2008.

III. CITIZEN INPUT

Mr. Gies requested that anyone in the audience who wished to speak on anything not on the agenda come forward. No input was offered.

IV. STATEMENT OF MEETING OBJECTIVES

Mr. Gies told the group that today's meeting would be relatively brief and that a Strategic Planning Workshop would follow. He encouraged the members to stay for the workshop.

V. RRB EXECUTIVE DIRECTOR'S REPORT

Ron Greenstein, RRB Executive Director, was unavailable for today's meeting.

VI. RRB DISTRICT COUNSEL REPORT

Eugene Steinfeld, RRB District Counsel, told the committee that the status of the Southern Waste System lawsuit was unchanged and he had nothing new to report.

VII. STRATEGIC PLAN SUBCOMMITTEE REPORTS

Administration Subcommittee

Rich Michaud, City of Coral Springs TAC Representative and TAC Administration Subcommittee Chair, reminded the group that the Administration Subcommittee's focus had been on the Strategic Planning Workshops and that today's workshop would be the fourth of the four scheduled workshops. He said they hoped the RRB would adopt some of the recommendations that come out of the workshops, and that they would have a draft of the Interlocal Agreement to send to the cities for consideration. He said that they would then get back to the regular business of the subcommittee.

Infrastructure Subcommittee

In the absence of Greg Turek, City of Hollywood TAC Representative and TAC Infrastructure Subcommittee Chair, John Benton, Unincorporated Broward County TAC Representative and TAC Programs Subcommittee Chair, told the group that at the November 12, 2008 Infrastructure Subcommittee meeting the following recommendations were made:

1. That the Request for Expressions of Interest (RFEI) process be implemented and that a Request for Proposals or Request for Letters of Interest be issued as soon as possible since the agreement for the South Plant will expire in 2011
2. That the RRB presentation be coordinated and shown to all member cities as soon as possible
3. That the yard waste program be intensified to include a composting element
4. That the temporary debris management site (TDMS) adjacent to the Wheelabrator South facility be opened as a processing center in concert with the Request for Expressions of Interest

Programs Subcommittee

Mr. Benton said members received the following updates at the November 13, 2008 Programs Subcommittee meeting:

1. WRS Public Education staff gave an update on the Schools' Education Program:
 - o Four 28-minute educational segments will be developed and televised on BECON TV

- FCAT-based curriculum for grades 3 through 5 will be developed by the Museum of Discovery and Science (MODS)
- 40 events, presented by Beasley Marketing/KISS FM, will be held at after-care programs in Partner City Schools
- 40 curriculum-based outreach events will be presented by the Museum of Discovery and Science at Partner City schools (grades 3 through 5)

He said that staff had requested that a matrix of the schools being considered for these events be prepared and reviewed at the next subcommittee meeting.

2. WRS recycling staff gave an update on the End-of-Life (EOL) electronics recycling program for e-scrap. He said that participation in the program is at an all-time high. He informed them that the current agreement with ARC Broward would expire on September 30, 2009 and that there are no existing contract extensions available, making a re-bid necessary. He said that WRS staff would provide the subcommittee meeting with a scope of services at the December 11, 2008 Programs Subcommittee Meeting.

See Electronics Recycling Program Report – FY 2008 Annual Report, Pages 11-18 of November 18, 2008 TAC agenda.

3. Updated RRS Recycling Grant Application for FY 2009 grant funding for Partner Cities.
 - The subcommittee revised dates for submission
 - The document will be included in the December TAC agenda for approval

Mr. Benton took questions from the group regarding the Recycling Grant Application.

VIII. OLD BUSINESS

Assets and Liabilities Study

Mary Beth Busutil, Director, Waste and Recycling Services, informed the group that the RRB had asked WRS staff to get assurance from the accounting division and from the county attorney that they had confidence in the McGladrey firm to do the work. She said it was referred to them for comments, and the Accounting Director responded that they would not be able to assist in this work until the spring – March or possibly April.

Strategic Planning Update

Claire Baldwin, CDM, said it was great to see so many members present. She thanked them for coming and said she looked forward to their input. Mr. Gies also thanked the members for their participation.

MRF Update

Peter Foye, Director, Waste and Recycling Services/Recycling and Contract Administration Division, pointed out that a MRF 6th Amendment negotiation status report appeared on pages 9 – 10 of the November 18, 2008 TAC Agenda. He told the group that an agreement had not been reached with Waste Management and that there would be another negotiation meeting on December 3, 2008. Some issues still under discussion were:

- Start date
- Type of hauling vehicles

- Carts
- Public education
- Inspections
- Rejections

Tony Spadaccia, Waste Management Manager of Government Affairs, emphasized the importance of educating the community on the proper way to recycle so the single-stream process would work at its highest and best value. He expressed concern that residents would think that their recyclables were going into the garbage if the recycling vehicles were similar to the garbage trucks.

Discussion followed and Mr. Foye said he would report back to the next RRB meeting on whether negotiations had closed or if there were any unresolved issues. He said they would ask the Board for clarification in terms of direction.

Mr. Michaud suggested they not wait to report to the RRB Chair, but that the RRB Chair should be involved now, and continue to be involved so negotiations could move along. He said she should be involved in every negotiation meeting until an agreement was reached.

MOTION WAS MADE by Mr. Michaud, seconded by Susan Dean and unanimously carried, to request that the RRB Chair attend all MRF negotiation meetings from this point forward.

Non-municipal TAC Members

Mr. Steinfeld explained that the appointment of non-municipal members is the roll of the RRB and that there was nothing in the TAC by-laws that discussed the appointment of additional members. During discussion, a member pointed out that the RRB Executive Director would take the names to the Resource Recovery Board.

IX. NEW BUSINESS

No new business was brought before the Committee at today's meeting.

X. INFORMATIONAL ITEMS

Staff Reports

- Electronics Recycling Program – FY 2008 Annual Report (pages 11 – 18 of November 18, 2008 TAC Agenda)

Phil Bresee, Broward County Recycling Program Manager, told the members that in fiscal year 2008, they had crossed the million pound threshold for the amount of electronics recovered. He expressed concern that with the switch in February 2009 from analog to digital televisions, they might be deluged with outdated analog televisions.

Mr. Bresee explained to Robert Jindracek, Broward County School Board Non-municipal TAC member, that schools' electronics recycling was normally handled through their own OIT departments and suggested that he follow up internally.

- Trash Transfer Stations – FY 2008 Annual Report (pages 19 - 23 of November 18, 2008 TAC Agenda)
- Household Hazardous Waste Program – FY 2008 Annual Report (pages 24 - 34 of November 18, 2008 TAC Agenda)

Mr. Gies said that Broward County was currently scheduling dates for the 2009 Household Hazardous Waste program events.

- Waste Tire Program – FY 2008 Annual Report (pages 35 – 39 of November 18, 2008 TAC Agenda)

Next RRB Meeting: Broward County Governmental Center December 18, 2008

Next TAC Meeting: City of Coconut Creek December 16, 2008

TAC Attendance Record Final Page of TAC Agenda

There were no requests for further information regarding Informational Items.

XI. ADJOURNMENT

There being no further business to come before the Committee at this time, Mr. Gies adjourned the meeting at 9:54 a.m.

AGREEMENT
Between
THE RESOURCE RECOVERY BOARD
and

for
Recycling Grant Funds

This is an Agreement between THE RESOURCE RECOVERY BOARD, the governing body of THE BROWARD SOLID WASTE DISPOSAL DISTRICT, hereinafter referred to as "RRB" and _____, a municipal corporation of the State of Florida, hereinafter referred to as "GRANTEE,"

WITNESSETH:

WHEREAS, GRANTEE is a Resource Recovery System Partner; and

WHEREAS, RRB has created a grant program to stimulate recycling; and

WHEREAS, RRB recommends funding to assist GRANTEE with recycling efforts; and

WHEREAS, RRB has determined that these expenditures serve a DISTRICT and public purpose and have included same in the budget of the RRB; NOW THEREFORE,

IN CONSIDERATION of the mutual terms, conditions, promises, covenants and payments hereinafter set forth, RRB and GRANTEE agree as follows:

1. **PROJECT SCOPE**
GRANTEE shall use this grant solely as described in its grant proposal (Exhibit "A-1") attached hereto.
2. **TERM**
The term of this Agreement shall commence on the date it is fully executed by both parties and shall end on September 30, 2009.
3. **PROJECT FUNDING**
RRB agrees to reimburse GRANTEE for expenditures related to the implementation of the project as described in Exhibit "A-1" in the maximum amount of \$ 5,000. GRANTEE agrees to expend the funds granted no later than the termination date of this Agreement.

4. **METHOD OF PAYMENT AND FINANCIAL RESPONSIBILITY**

GRANTEE shall submit a reimbursement form (Exhibit "B") not later than 60 days after the termination of this agreement, certified as required on the reimbursement form, Exhibit B. The reimbursement request shall be supported by proper documentation including, copies of invoices, receipts, or other evidence of indebtedness for purchases and/or services incurred within the term of this agreement. RRB shall pay GRANTEE within thirty (30) calendar days of receipt of GRANTEE's properly documented reimbursement request. GRANTEE agrees and understands that all funding authorized through this program shall be used only as outlined in this Agreement.

5. **CHANGE IN PROJECT SCOPE**

The RRB may approve changes to the Project Scope, provided that the total grant awarded remains unchanged.

Proposed changes to the Project Scope shall be made in writing, signed by GRANTEE and may be approved by the RRB Executive Director.

6. **INDEMNIFICATION**

Nothing herein is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity may be applicable nor shall anything included herein be construed as consent to be sued by third parties in any matter arising out of this Agreement or any other contract. Parties are state agencies or political subdivisions as defined in Chapter 768.28, Florida Statutes, and agree to be fully responsible for the acts and omissions of its respective agents or employees to the extent permitted by law.

7. **AUDIT RIGHT AND RETENTION OF RECORDS**

RRB shall have the right to audit books, records (including financial receipts), and accounts of GRANTEE that are related to this Agreement. GRANTEE shall keep such books, record, and accounts as may be necessary in order to record complete and correct entries related to this Agreement. All books, records, and accounts of GRANTEE shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, GRANTEE shall make same available in written form at no cost to RRB.

GRANTEE shall preserve and make available, at reasonable times for examination and audit by RRB, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act (Chapter 119, Florida Statutes), if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after earlier termination of this Agreement. If an audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained by GRANTEE until final resolution of the audit findings. If the Florida Public Records Act is determined by RRB to be applicable

to GRANTEE's records, GRANTEE shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by GRANTEE. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for RRB's disallowance and recovery of any payment upon such entry.

8. **EQUAL EMPLOYMENT OPPORTUNITY (EEO) COMPLIANCE**

GRANTEE shall not unlawfully discriminate against any person in its operations and activities or in its use or expenditure of funds in fulfilling its obligations under this Agreement. GRANTEE shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded by RRB, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability) and all applicable regulations, guidelines, and standards. In addition, GRANTEE shall take affirmative steps to ensure nondiscrimination in employment against disabled persons.

GRANTEE's decisions regarding the delivery of services under this Agreement shall be made without regard to or consideration of race, age, religion, color, gender, sexual orientation (Broward County Code, Chapter 162) in performing any services pursuant to this Agreement.

9. **THIRD PARTY BENEFICIARIES**

Neither GRANTEE nor RRB intends to directly or substantially benefit a third party by this Agreement. Therefore, the parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.

10. **ASSIGNMENT**

Neither this Agreement nor any interest herein shall be assigned, transferred, or encumbered without the prior written consent of the other party. For the RRB, such written consent may be given by the RRB through the RRB Executive Director.

11. **MATERIALITY AND WAIVER OF BREACH**

RRB AND GRANTEE agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof.

RRB's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

12. **SEVERANCE**

In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless RRB or GRANTEE elects in writing to terminate this Agreement.

An election to terminate this Agreement based upon this provision shall be made within seven (7) days after the finding by the court becomes final.

13. **WAIVER OF JURY TRIAL**

By entering into this Agreement, GRANTEE and RRB hereby expressly waive any rights either party may have to a trial by jury of any civil litigation related to this Agreement.

14. **JOINT PREPARATION**

The parties acknowledge that they have sought and received whatever competent advice and counsel necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

15. **COMPLIANCE WITH LAWS**

GRANTEE shall comply with all federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations related to this Agreement.

16. **REPRESENTATION OF AUTHORITY**

Each individual executing this Agreement on behalf of any entity does hereby represent and warrant that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such party.

17. **NOTICES**

Whenever either party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or sent by commercial express carrier with acknowledgement of delivery, or by hand delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section.

For the present, the parties designate the following:

RESOURCE RECOVERY BOARD:

Executive Director, Resource Recovery Board
Broward Solid Waste Disposal District
P.O. Box 93-4114
Margate, Florida 33093

PARTNER CITY:

Attn: _____

City Administrator

City of _____

_____, Florida 33_____

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement: RESOURCE RECOVERY BOARD signing by and through the EXECUTIVE DIRECTOR, authorized to execute same.

By action approved by the Resource Recovery Board and _____ signing by and through its representative, duly authorized to execute same.

RESOURCE RECOVERY BOARD

WITNESSES:

Signature

RRB Executive Director

Print Name

____ day of _____, 20____

Signature

Print Name

PARTNER CITY

WITNESSES:

Signature

(Authorized Signature)

Print Name

(Print name and title)

____ day of _____, 20____

Signature

Print Name

ATTEST:

Resource Recovery Board

Technical Advisory Committee

Recycling Grant Program

Submit Application to the Programs Subcommittee by February 1, 2009

PARTNER CITY: _____ Contact Name: _____

Contact Number: _____ Email: _____

Summary Program Description:

Total amount requested: \$ _____ Date: _____

The Recycling Grant Program is a reimbursement funding program with a purpose to:

1. Promote recycling
2. Implement and/or expand recycling programs
3. Increase Broward County's recycling rate to the 30% benchmark
4. Raise recycling awareness.

The Recycling Grant Program is a reimbursement funding program. All grant funding must meet audit requirements as set forth by the Resource Recovery Board's Executive Director. Grant fund allocation is based on the approval criteria set forth by the Programs Sub Committee for a share of the initial amount of \$75,000. Each Partner City will be provided the opportunity to submit an application to the Programs Sub Committee to receive program approval for their designated share of grant funding. Grant funding will be limited to \$5,000 per award due to the limited amount of funding for FY09.

December 18, 2008 – Applications Available

February 1, 2009 – Application Deadline; application shall be forwarded to the Programs Sub Committee for preliminary approval at their February 12, 2009 meeting and forwarded to the Technical Advisory Committee and the Resource Recovery Board Executive Director for final approval at the Technical Advisory Committee meeting on February 24, 2009.

May 30, 2009 – Deadline for Partner Cities to submit executed agreement.

September 30, 2009 – Deadline for documentation of expenditures.

November 30, 2009 – Evidence of Use of Grant Funds must be submitted to the Executive Director. Documentation evidencing use of grant funds in support of recycling, i.e.: invoices for materials purchased / labor / marketing, contract addendums, etc. must be submitted with "Exhibit B". Any grant funds applied for and not used or not used properly must be returned the Resource Recovery System.

All remaining / unexpended grant funds will be carried over and added into the following year's grant funding allocation if additional grant funds are approved.

Supporting documentation must be submitted to the Executive Director: Ron Greenstein, RRB Executive Director, Post Office Box 93-4114, Margate, Florida 33093

Resource Recovery System Use Only:

Total Amount Available \$ _____ Total Amount Granted \$ _____

EXHIBIT A-1

APPLICATION PROGRAM SUMMARY

Please submit the information requested below and project budget form, Exhibit A-2 by February 1, 2009 for review by the Programs Sub Committee at the February 12, 2009 meeting.

General Program description:

Program details:

- Goals and purposes of this project:
- Measurable objectives of this project:
- How the project will increase recycling volumes:
- Name of contact person who will provide the necessary documentation (and contact information):
- Whether this project is a continuation or expansion of an existing project or event?
- Assistance from the WRS Public Educations section will be limited to preprinted materials or templates that have been prepared for the Resource Recovery System. Other requests will be considered if they can be used by the Partner Cities. Please indicate whether such assistance is being requested and a description of the request.

Exhibit A-2

Project Budget: Submit this form with Exhibit A-1 for consideration by the Programs Subcommittee at the February 12, 2009 meeting.

	PROPOSED BUDGET
Grant Funds	<input type="text"/>
<u>Expenditures</u>	
Equipment	<input type="text"/>
Salary & Fringe Benefits	<input type="text"/>
Printing/Media	<input type="text"/>
Other supplies & services	<input type="text"/>
<u>Total Eligible Costs</u>	<input type="text"/>
City in kind contribution	<input type="text"/>
<u>Total Project Costs</u>	<input type="text"/>

EXHIBIT B

Recycling Grant Reimbursement Form
Submit this form with the required documentation
No later than 60days after agreement termination date of
September 30, 2009

	APPROVED BUDGET	ACTUAL
Grant Funds	<input type="text"/>	<input type="text"/>
<u>Expenditures</u>		
Equipment	<input type="text"/>	<input type="text"/>
Salary & Fringe Benefits	<input type="text"/>	<input type="text"/>
Printing/Media	<input type="text"/>	<input type="text"/>
Other supplies & services	<input type="text"/>	<input type="text"/>
<u>Total Eligible Costs</u>	<input type="text"/>	<input type="text"/>
Funds returned to RRS		<input type="text"/>
City matching in kind contribution	<input type="text"/>	<input type="text"/>
<u>Total Project Costs</u>	<input type="text"/>	<input type="text"/>



Public Works Department – Waste and Recycling Services
RECYCLING AND CONTRACT ADMINISTRATION DIVISION
1 N. University Drive, Suite 400 • Plantation, Florida 33324 • 954-765-4202 • FAX 954-577-2390

MEMORANDUM

To: Executive Director, RRB
Chair and Members, Technical Advisory Committee

From: Peter Foye, Director RCAD

Date: December 8, 2008

RE: MRF 6TH AMENDMENT – FINAL TERMS

County and RRB staff have concluded meetings with Waste Management (WM) regarding the MRF 6th Amendment and final terms were established. This has taken the shape of an Amended and Restated Agreement, which incorporates many of the elements developed for the MRF RFP. Most importantly, the draft Amendment contains the points agreed by the RRB, Chair and WM in the August 4, 2008 Memorandum of Understanding including:

- Allowance to deliver material from dual stream or single stream programs
- WM will pay net revenue rate of \$58.50 / ton paid on 100% of inbound Program Recyclables
- Residue from the Program Recyclables will be directed to the Waste to Energy plants
- Most Favored Nations provisions
- Net Revenue adjustments (up or down) based on agreed fuel index and market adjustment index factors.

WM has agreed with Administrative Charges that would be applied if complete and timely reports were not provided, if a Transfer Facility or RMPF was closed / unable to accept materials, if average turn- around time exceeded 30 minutes, and if Program Recyclables were disposed without approval.

There has been significant discussion on single stream program implementation, audit provisions and other administrative or programmatic issues. These include:

Single Stream Recycling –

WM agreed with a more open approach that would allow use of bins or bags consistent with current collection agreements, as well as carts. WRS and WM will collaborate on a single stream educational program. The nature of such an education program will be discussed at upcoming Programs Subcommittee meetings.

Early Start-up of Single-Stream –

The contractual commencement date is 10/1/2009. Early start-up of any single stream collection program would require the prior approval of WM and the County. Specific conditions would be developed, documented in a Memorandum of Understanding and subject to review and approval by the County Attorney and RRB Attorney.

Type of Vehicles –

WM and County agreed that single stream programs could use rear-loader packer trucks, provided such vehicles are clearly distinguishable from those that collect solid waste. This will avoid confusion among residents, who otherwise may assume that their recyclables would be destined for disposal. There is a provision that rear-loaders may be used in emergency situations with prior approval of the Contract Administrator and advance notice to the MRF Contractor.

Rejections –

WM and County agreed that deliveries that contained > 10% non-program materials could be rejected. The Contractor would be required to forward electronic pictures that clearly show the level of contamination to the Hauler, Contract Community and Contract Administrator. The Contractor would bill the Hauler for any handling and disposal charges (which is current process); however, if Hauler does not pay within 60 days, the County will reimburse the Contractor and debit the charges from the revenues due the Contract Community. This revised process will help ensure that only Program Recyclable are collected and delivered by the Hauler.

Inspections –

WM did agree with access for data review and scale house oversight visits, as well as “walk-through” viewings.

Modifications of Standard County Language:

Termination for Convenience –

WM has requested the deletion of this provision, which is not included in the current Agreement (5th Amendment). They indicated that they would agree, if they have the equal right to terminate for convenience. County has agreed to delete termination for convenience based on the limited term of the Amendment.

Audit –

In the absence of contractual payments or specific revenue share provisions, the primary issue relates to accurate records of inbound Program Recyclables. There are no CDBE requirements or other subcontractor actions that affect the net revenue / ton process. It was agreed to delete reference to sub-contractor audit provisions and replace reference to “this / the Project” with the processing of Program Recyclables and disposition of Residue. WM did agree to full on-site data reviews, scale house access, etc.

Indemnification –

County agreed to WM request that the Contractor have authority to settle claims, subject to COUNTY review and approval, which shall not be unreasonably withheld.

Force Majeure –

County agreed to WM request to include “or any other cause beyond the reasonable control of a party.”

Payable Interest -

County agreed to delete this section based on the net revenue nature of this Amended Agreement, wherein there are no payments issued by the County to the Contractor.

- CC: Eugene Steinfeld, RRB Attorney
- Mary Beth Busutil, Director, WRS
- Phil Bresee, Recycling Program Manager
- Steve Kasselakis, Contract Administrator
- Purvi Bhogaita, Assistant County Attorney
- John Casagrande, Waste Management
- Ron Kaplan, Esq., Waste Management

**BROWARD SOLID WASTE DISPOSAL DISTRICT
PROGRAM RECYCLABLE MATERIALS
REVENUE DISTRIBUTION REPORT**

4th QUARTER, FY '08 (Period Ending 9/30/08)
MRF REVENUE DISTRIBUTION CALCULATION

CONTRACT COMMUNITIES PROGRAM MATERIALS DELIVERED	COCONUT CREEK	COOPER CITY	CORAL SPRINGS	DAVIE	DEERFIELD BEACH	FORT LAUDERDALE	HOLLYWOOD	LAUDERDALE BY-THE-SEA	LAUDERDALE LAKES	LAUDERHILL	LIGHTHOUSE POINT	MARGATE	MIRAMAR	NORTH LAUDERDALE
Paper Products Delivered	283.42	170.76	641.91	419.28	473.76	690.99	363.04	30.32	73.59	121.42	93.44	228.32	304.86	92.07
Mixed Paper Delivered	114.08	68.74	258.38	168.77	190.70	278.14	146.13	12.20	29.62	48.87	37.61	91.91	122.71	37.06
Commingled Products Delivered	168.87	156.43	494.83	279.05	521.29	876.17	361.37	26.17	27.91	84.44	79.05	156.56	249.87	74.79
Total Deliveries	566.37	395.93	1,395.12	867.10	1,185.75	1,845.30	870.54	68.70	131.12	254.73	210.10	476.79	677.44	203.91

PAPER REVENUES	COCONUT CREEK	COOPER CITY	CORAL SPRINGS	DAVIE	DEERFIELD BEACH	FORT LAUDERDALE	HOLLYWOOD	LAUDERDALE BY-THE-SEA	LAUDERDALE LAKES	LAUDERHILL	LIGHTHOUSE POINT	MARGATE	MIRAMAR	NORTH LAUDERDALE
Community Tons Delivered	283.42	170.76	641.91	419.28	473.76	690.99	363.04	30.32	73.59	121.42	93.44	228.32	304.86	92.07
Percent of Total Paper Deliveries	4.73%	2.85%	10.72%	7.00%	7.91%	11.54%	6.06%	0.51%	1.23%	2.03%	1.56%	3.81%	5.09%	1.54%
Total Tons Sold	5,988.13	5,988.13	5,988.13	5,988.13	5,988.13	5,988.13	5,988.13	5,988.13	5,988.13	5,988.13	5,988.13	5,988.13	5,988.13	5,988.13
Community Tons Sold	283.42	170.76	641.91	419.28	473.76	690.99	363.04	30.32	73.59	121.42	93.44	228.32	304.86	92.07
Average Revenue Price Per Ton (Paper)	\$165.41	\$165.41	\$165.41	\$165.41	\$165.41	\$165.41	\$165.41	\$165.41	\$165.41	\$165.41	\$165.41	\$165.41	\$165.41	\$165.41
Paper Revenue Share	\$37,504	\$22,596	\$84,941	\$55,482	\$62,691	\$91,436	\$48,040	\$4,012	\$9,738	\$16,067	\$12,364	\$30,213	\$40,341	\$12,183

MIXED PAPER REVENUES	COCONUT CREEK	COOPER CITY	CORAL SPRINGS	DAVIE	DEERFIELD BEACH	FORT LAUDERDALE	HOLLYWOOD	LAUDERDALE BY-THE-SEA	LAUDERDALE LAKES	LAUDERHILL	LIGHTHOUSE POINT	MARGATE	MIRAMAR	NORTH LAUDERDALE
Community Tons Delivered	114.08	68.74	258.38	168.77	190.70	278.14	146.13	12.20	29.62	48.87	37.61	91.91	122.71	37.06
Percent of Total Paper Deliveries	4.73%	2.85%	10.72%	7.00%	7.91%	11.54%	6.06%	0.51%	1.23%	2.03%	1.56%	3.81%	5.09%	1.54%
Total Tons Sold	2,410.37	2,410.37	2,410.37	2,410.37	2,410.37	2,410.37	2,410.37	2,410.37	2,410.37	2,410.37	2,410.37	2,410.37	2,410.37	2,410.37
Community Tons Sold	114.08	68.74	258.38	168.77	190.70	278.14	146.13	12.20	29.62	48.87	37.61	91.91	122.71	37.06
Average Revenue Price Per Ton (Paper)	\$90.86	\$90.86	\$90.86	\$90.86	\$90.86	\$90.86	\$90.86	\$90.86	\$90.86	\$90.86	\$90.86	\$90.86	\$90.86	\$90.86
Mixed Paper Revenue Share	\$8,292	\$4,996	\$18,781	\$12,267	\$13,861	\$20,217	\$10,622	\$887	\$2,153	\$3,552	\$2,734	\$6,680	\$8,919	\$2,694

COMMINGLED REVENUES	COCONUT CREEK	COOPER CITY	CORAL SPRINGS	DAVIE	DEERFIELD BEACH	FORT LAUDERDALE	HOLLYWOOD	LAUDERDALE BY-THE-SEA	LAUDERDALE LAKES	LAUDERHILL	LIGHTHOUSE POINT	MARGATE	MIRAMAR	NORTH LAUDERDALE
Community Tons Delivered	168.87	156.43	494.83	279.05	521.29	876.17	361.37	26.17	27.91	84.44	79.05	156.56	249.87	74.79
Percent of Total Commingled Deliveries	3.33%	3.09%	9.76%	5.51%	10.29%	17.29%	7.13%	0.52%	0.55%	1.67%	1.56%	3.09%	4.93%	1.48%
Total Tons Sold	5,068.01	5,068.01	5,068.01	5,068.01	5,068.01	5,068.01	5,068.01	5,068.01	5,068.01	5,068.01	5,068.01	5,068.01	5,068.01	5,068.01
Community Tons Sold	168.87	156.43	494.83	279.05	521.29	876.17	361.37	26.17	27.91	84.44	79.05	156.56	249.87	74.79
Average Revenue Price Per Ton (Commingled)	\$142.78	\$142.78	\$142.78	\$142.78	\$142.78	\$142.78	\$142.78	\$142.78	\$142.78	\$142.78	\$142.78	\$142.78	\$142.78	\$142.78
Commingled Products Revenue Share	\$19,289	\$17,868	\$56,521	\$31,874	\$59,544	\$100,079	\$41,277	\$2,990	\$3,188	\$9,645	\$9,030	\$17,883	\$28,541	\$8,542

TOTAL REVENUE SHARE	\$65,084.76	\$45,460.23	\$160,243.30	\$99,622.52	\$136,095.75	\$211,731.71	\$99,938.23	\$7,888.63	\$15,078.77	\$29,264.08	\$24,127.59	\$54,776.41	\$77,801.21	\$23,419.11
Adjustment: FYE 2007 Annual Reconciliation	(494.63)	(269.45)	(957.80)	(584.80)	(989.72)	(1,120.63)	(711.64)	(54.41)	(127.21)	(215.75)	(138.46)	(347.24)	(443.25)	(157.99)
TOTAL DISTRIBUTIONS	\$64,590.13	\$45,190.78	\$159,285.50	\$99,037.72	\$135,106.03	\$210,611.08	\$99,226.59	\$7,834.22	\$14,951.56	\$29,048.33	\$23,989.13	\$54,429.17	\$77,357.96	\$23,261.12

(All figures are formula calculated. Minor differences are the result of rounding.)

Source: Recycle America Alliance Tipping Reports
Recycle America Alliance Monthly Statements

Note ** Wilton Manors includes tonnage from Lazy Lake

**BROWARD SOLID WASTE DISPOSAL DISTRICT
PROGRAM RECYCLABLE MATERIALS
REVENUE DISTRIBUTION REPORT**

4th QUARTER, FY '08 (Period Ending 9/30/08)
MRF REVENUE DISTRIBUTION CALCULATION

CONTRACT COMMUNITIES	OAKLAND	PEMBROKE	SOUTHWEST			WEST	WILTON		UNINCORP.		TOTALS
PROGRAM MATERIALS DELIVERED	PARK	PARK	PLANTATION	RANCHES	SUNRISE	TAMARAC	PARK	WESTON	MANORS	UNINCORP.	TOTALS
Paper Products Delivered	134.88	2.34	507.84	47.42	305.37	414.05	32.22	444.80	78.01	34.05	5,988.13
Mixed Paper Delivered	54.29	0.94	204.42	19.09	122.92	166.67	12.97	179.04	31.40	13.71	2,410.37
Commingled Products Delivered	164.83	2.23	284.47	48.56	302.38	257.85	44.69	278.51	83.48	44.22	5,068.01
Total Deliveries	354.00	5.51	996.73	115.07	730.67	838.57	89.87	902.35	192.88	91.97	13,466.50

PAPER REVENUES	OAKLAND	PEMBROKE	SOUTHWEST			WEST	WILTON		UNINCORP.		TOTALS
	PARK	PARK	PLANTATION	RANCHES	SUNRISE	TAMARAC	PARK	WESTON	MANORS	UNINCORP.	TOTALS
Community Tons Delivered	134.88	2.34	507.84	47.42	305.37	414.05	32.22	444.80	78.01	34.05	5,988.13
Percent of Total Paper Deliveries	2.25%	0.04%	8.48%	0.79%	5.10%	6.91%	0.54%	7.43%	1.30%	0.57%	100.00%
Total Tons Sold	5,988.13	5,988.13	5,988.13	5,988.13	5,988.13	5,988.13	5,988.13	5,988.13	5,988.13	5,988.13	5,988.13
Community Tons Sold	134.88	2.34	507.84	47.42	305.37	414.05	32.22	444.80	78.01	34.05	5,988.13
Average Revenue Price Per Ton (Paper)	\$165.41	\$165.41	\$165.41	\$165.41	\$165.41	\$165.41	\$165.41	\$165.41	\$165.41	\$165.41	\$165.41
Paper Revenue Share	\$17,848	\$309	\$67,201	\$6,275	\$40,409	\$54,790	\$4,263	\$58,859	\$10,322	\$4,506	\$792,389

MIXED PAPER REVENUES	OAKLAND	PEMBROKE	SOUTHWEST			WEST	WILTON		UNINCORP.		TOTALS
	PARK	PARK	PLANTATION	RANCHES	SUNRISE	TAMARAC	PARK	WESTON	MANORS	UNINCORP.	TOTALS
Community Tons Delivered	54.29	0.94	204.42	19.09	122.92	166.67	12.97	179.04	31.40	13.71	2,410.37
Percent of Total Paper Deliveries	2.25%	0.04%	8.48%	0.79%	5.10%	6.91%	0.54%	7.43%	1.30%	0.57%	100.00%
Total Tons Sold	2,410.37	2,410.37	2,410.37	2,410.37	2,410.37	2,410.37	2,410.37	2,410.37	2,410.37	2,410.37	5,988.13
Community Tons Sold	54.29	0.94	204.42	19.09	122.92	166.67	12.97	179.04	31.40	13.71	2,410.37
Average Revenue Price Per Ton (Paper)	\$90.86	\$90.86	\$90.86	\$90.86	\$90.86	\$90.86	\$90.86	\$90.86	\$90.86	\$90.86	\$165.41
Mixed Paper Revenue Share	\$3,946	\$68	\$14,858	\$1,387	\$8,935	\$12,114	\$943	\$13,014	\$2,282	\$996	\$175,200

COMMINGLED REVENUES	OAKLAND	PEMBROKE	SOUTHWEST			WEST	WILTON		UNINCORP.		TOTALS
	PARK	PARK	PLANTATION	RANCHES	SUNRISE	TAMARAC	PARK	WESTON	MANORS	UNINCORP.	TOTALS
Community Tons Delivered	164.83	2.23	284.47	48.56	302.38	257.85	44.69	278.51	83.48	44.22	5,068.01
Percent of Total Commingled Deliveries	3.25%	0.04%	5.61%	0.96%	5.97%	5.09%	0.88%	5.50%	1.65%	0.87%	100.00%
Total Tons Sold	5,068.01	5,068.01	5,068.01	5,068.01	5,068.01	5,068.01	5,068.01	5,068.01	5,068.01	5,068.01	5,068.01
Community Tons Sold	164.83	2.23	284.47	48.56	302.38	257.85	44.69	278.51	83.48	44.22	5,068.01
Average Revenue Price Per Ton (Commingled)	\$142.78	\$142.78	\$142.78	\$142.78	\$142.78	\$142.78	\$142.78	\$142.78	\$142.78	\$142.78	\$142.78
Commingled Products Revenue Share	\$18,827	\$255	\$32,493	\$5,547	\$34,538	\$29,453	\$5,104	\$31,812	\$9,535	\$5,051	\$578,885

TOTAL REVENUE SHARE	\$40,621.37	\$632.61	\$114,552.39	\$13,209.29	\$83,882.04	\$96,356.56	\$10,310.11	\$103,684.77	\$22,139.31	\$10,552.46	1,546,473.21
Adjustment: FYE 2007 Annual Reconciliation	(275.99)	(10.29)	(725.06)	(71.55)	(558.46)	(580.79)	(62.45)	(602.66)	(122.59)	(72.05)	(9,694.87)
TOTAL DISTRIBUTIONS	\$40,345.38	\$622.32	\$113,827.33	\$13,137.74	\$83,323.58	\$95,775.77	\$10,247.66	\$103,082.11	\$22,016.72	\$10,480.41	\$1,536,778.34

(All figures are formula calculated. Minor difference)

Source: Recycle America Alliance Tipping Report:
Recycle America Alliance Monthly Staten

Note ** Wilton Manors includes tonnage from Laz;

2008													2009					
Municipality	8-Jan	26-Feb	1-Apr	6-May	27-May	8-Jul	29-Jul	26-Aug	23-Sep	28-Oct	18-Nov	Dec	Jan	Feb	Mar	Apr	May	June
Coco Creek																		
Raj Verma	P	P	P	SUND. P	P		P	P		P	P							
Jean Dupuis, Alt.				Kritt		CHERRY P			P	P								
Cooper City																		
Carl Miller			P			P	POLING P			P								
Diane Patanelli, Alt.	P	P		P				P										
Coral Springs-Michaud	P	P	P	P	P	P		P	P		P							
Davie- Susan Dean	P	P		P	P	P	P	P	P	P	P							
Deerfield Bch																		
Mario Reboa		P		P		P			P		P							
Cheryl Miller, Alt		P	P	P		P		P	P	P	P							
Ft. Lauderdale																		
Greg Slagle	P	P			P	P		P	P	P	P							
C. Eckels, Alt		P	P			SAAVEDRA	P		P									
Hillsboro Bch-VACANT																		
Hollywood																		
Greg Turek	P	P		P		P	P	P	P	P								
Oscar Petty	P			P														
Laud-by-Sea																		
Primary -VACANT																		
John Olinzock, Alt.																		
Laud. Lakes																		
Primary -VACANT																		
Chris Van Vliet., Alt.	P	P	P	P	P	P	P	P	P		P							
Lauderhill																		
Lurleen Evans	P	P				P		P			P	P						
Sean Henderson, Alt.			P	P			P											
Lazy Lake- Rushlow																		
Lighthouse Pt.																		
Art Graham																		
Mary Pryde, Alt.	P			P					P	P	P							
Margate - Chitepu	P	P		P		P	P			P	P							
Miramar - Tom Good	P		P				P											
N. Lauderdale - Shields																		
Oakland Park																		
Dave Womack																		
Ken Resor, Alt	P	P	P	P	P	P	P	P	P	P	P							
Pembroke Park- Todd Larson		P	P	P	P		P											
Plantation - DeCelles	P	P				P	P			P								
Sea Ranch Lakes - Sokolow	P																	
Southwest Ranches- Malini	P	P	P				P	P	P	P								
Sunrise - Harry Cruz	P	P	P	P	P	P	P	P	P	P	P*							
Tamarac																		
Troy Gies	P	P	P	P	P	P	P	P			P							
Diane phillips, Alt.	P																	
West Park-Keller	P				P													
Weston - Brad Kaine	P	P	P		P	P	P	P	P	P								
Wilton Manors																		
David Archacki																		
Bob Taylor, Alt.		P	P	P	P	P	P	P		P	P							
Uninc. - John Benton			P	P		P	P	P	P	P	P							
Non Municipal																		
John Albert	P		P	P	P			P	P									
Rhonda Calhoun		P		P		P			P									
Rob Jindrcek		P		P				P			P							
Michael Savino	P			P	P					P								
Hunter Varnedoe		P	P	P	P	P	P	P										

*A. Thompson present