

RESOLUTION No. 20-160

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE A SETTLEMENT AGREEMENT WITH WASTE MANAGEMENT INC. OF FLORIDA ON THE AMENDED PETITION FOR A FORMAL ADMINISTRATIVE HEARING, CHALLENGING THE DEPARTMENT OF FLORIDA ENVIRONMENTAL PROTECTION NOTICE OF INTENT TO ISSUE PERMIT MODIFICATION FOR THE VERTICAL EXPANSION OF THE MEDLEY LANDFILL; ATTACHED HERETO AND MADE PART HEREOF AS EXHIBIT "A"; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, Waste Management Inc of Florida (Company) applied ("Application") with the Department of Florida Environmental Protection ("Department") for a substantial modification of existing permit under Application number 0056401-030-SO-SM ("Permit") for the vertical expansion ("Expansion") of the Company's Landfill ("Landfill") located at 9350 NW 89th Avenue in Medley, Miami-Dade County, Florida; in 2015; and

WHEREAS the Department issued its ("Notice of Intent") Notice of Intent to Issue Permit Modification No. 0056401-030-SO-SM to Permit No. 0056401-029-SO-MM (dated June 26, 2019) in order to allow the vertical Expansion requested by Company in the Application; and

WHEREAS, the City filed with the Department an ("Amended Petition") Amended Petition for Formal Administrative Hearing Pursuant Sections 120.569 and 120.57, Florida Statutes concerning the Notice of Intent. This Amended Petition was assigned Department Case No. 19-1333; and

WHEREAS, the City and the Company now desire to resolve the referenced matter by entering into an agreement by which the Company agrees to undertake

certain additional measures and the City agrees to dismiss with prejudice the Amended Petition and allow the issuance of the Permit; and

WHEREAS, the Parties have negotiated a Settlement Agreement in good faith upon the terms and conditions set forth in the Settlement Agreement attached and incorporated as Exhibit "A".

WHEREAS, the City Council finds it to be in the best interests of the City and its residents to have the City enter into the Settlement Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DORAL AS FOLLOWS:

Section 1. Recitals. The above recitals are confirmed, adopted, and incorporated herein and made part hereof by this reference.

Section 2. Approval and Authorization. The Settlement Agreement between the City of Doral and the Company, substantially in the form attached hereto as Exhibit "A," is hereby approved, subject to the City Attorney's approval as to form, content and legal sufficiency. The City Manager is authorized to finalize and execute the Settlement agreement, in substantially the same form as attached and to authorize the City Attorney to dismiss the Amended Petition.

Section 3. Implementation. The City Manager and the City Attorney are hereby authorized to take such further action as may be necessary to implement the provisions of this Resolution.

Section 5. Effective Date. This Resolution shall take effect immediately upon adoption.

The foregoing Resolution was offered by Councilmember Cabrera who moved its adoption. The motion was seconded by Councilmember Cabral and upon being put to a vote, the vote was as follows:

Mayor Juan Carlos Bermudez	Yes
Vice Mayor Christi Fraga	Yes
Councilwoman Digna Cabral	Yes
Councilman Pete Cabrera	Yes
Councilwoman Claudia Mariaca	Yes

PASSED AND ADOPTED this 12 day of August, 2020.



JUAN CARLOS BERMUDEZ, MAYOR

ATTEST:



CONNIE DIAZ, CMC
CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY
FOR THE USE AND RELIANCE OF THE CITY OF DORAL ONLY:



LUIS FIGUEREDO, ESQ.
CITY ATTORNEY

EXHIBIT “A”

EXHIBIT A to Settlement Agreement

1. Company will install approximately 10 acres of final geomembrane cap on the Southwest side of the landfill facing Doral. This area will be capped with a final cover and then sod and will not be refilled with waste. The area, identified in Figure 1, will be filled to final permitted grades with waste material starting in late 2020 or early 2021 and the capping construction project will begin in 2021 and shall be continued with due diligence until completion, subject to delays caused by events of force majeure, the existing pandemic or similar events and conditions or events not in the control of Company such as delays in procuring or denials of required governmental permits. All landfill operations will begin to move away from the Doral boundary after filling and cap installation.
2. Company will construct a new landfill cell on the Southeast side of the landfill as shown in Figure 2 in order to provide landfiling airspace further away from the Doral boundary. Construction will commence in Q4 2020 or Q1 of 2021 and shall be continued with due diligence until completion and certification, subject to delays caused by events of force majeure, the existing pandemic or similar events and other conditions or events not in the control of Company such as delays in procuring or denials of required governmental permits. Once the new cell on the East side of the landfill is constructed and placed into service Company will move filling operations away from the City of Doral for as long as operationally feasible at the discretion of Company. In addition, Company will demolish and relocate the existing office building and maintenance shop in order to construct a new landfill cell on the East side of the landfill shown in Figure 3, to provide additional airspace capacity as far away from the City of Doral as possible. When the Company determines that the landfiling operation in the new Southeast cell or in the new East cell is no longer operationally feasible, Company will immediately notify the City and implement the odor mitigation controls identified in Sections 7, 8, and 9 for the areas referenced in those Sections. Upon request by the City the Company agrees to meet with the City to discuss odor complaints. If the Company reasonably determines that such complaints are a result of operations in other areas of the landfill, Company shall implement the odor mitigation controls identified in Item 7, 8 and 9 of this document in such areas and for such time as Company determines in its reasonable discretion that such action is necessary. Company shall exercise reasonable efforts to commence construction of the East side cell in Q1 or Q2 of 2022 and shall be continued with due diligence until completion, subject to delays caused by events of force majeure, the existing pandemic or similar events and other conditions or events not in the control of Company such as delays in procuring or denials of required governmental permits.
3. Company will continue the current bird control abatement program at the site to ensure that birds are not roosting at the landfill and becoming a nuisance to the surrounding neighborhood. Company has been utilizing an extensive bird abatement program that includes flying a trained falcon at the site to drive nuisance birds away and prevent them from roosting.

4. In order to ensure the continued efficient and complete collection of landfill gas, Company will install an additional 10-12 landfill gas collection wells as needed but in no event, less than 10 additional wells in the existing landfill footprint over and above those required by permit. The anticipated location of these wells is indicated in Figure 4; the exact location and number of additional wells will be determined by the Company and its engineering team to maximize gas collection. Company shall exercise commercially reasonable best efforts to install such additional landfill gas collection wells during or before Q1 2021 subject to delays caused by events of force majeure, the existing pandemic or similar events and other conditions and events, not in the control of Company such as delays or denials of required governmental permits.
5. In conjunction with the installation of additional gas collection wells Company will install approximately 10,000 additional feet of gas collection piping to further ensure the complete collection, transmission, and destruction of landfill gas. The installation of the additional gas collection piping will begin in 2020 and be completed by Q2 2021 and shall be continued with due diligence until completion, subject to delays caused by events of force majeure, the existing pandemic or similar events and other conditions or events not in the control of Company such as delays in procuring or denials of required governmental permits.
6. Although the current landfill flare capacity is sufficient for the destruction of all the gas produced by the Landfill, Company agrees to purchase and install an additional 5,000 cubic foot per minute landfill gas flare to expand and maintain the gas collection and management system at the site. This will provide both redundancy to the current flare system as well as expanded capacity to manage any additional gas produced from the additional wells and collection piping installed. Company shall exercise commercially reasonable best efforts to complete installation of the additional gas flare during or before Q2 of 2021. The gas collection and management system will operate continuously and burn landfill gas at high temperatures to destroy any odorous compounds contained in the gas stream.
7. Company will install a new vapor-based odor control system (“System”) targeting the Southwest corner of the Landfill facing the City of Doral. Company has been testing the System on a trial basis for the past several months with excellent results. In addition, Company will agree to extend the System along the Southern and Western boundaries of the Landfill as required to provide additional protections to the City of Doral. Company shall exercise commercially reasonable efforts to install the above mentioned extension of this System. The target date for installation will be December 2020 subject to delays caused by events of force majeure, the existing pandemic or similar events and other conditions and events, not in the control of Company such as delays or denials of required governmental permits. The System will be operated in accordance with the manufacturers guidelines and while the Company is conducting landfill operations in the currently constructed cells. It is the parties intent in this section to operate the System so as to enhance the benefits to the

Grand Bay neighborhood and other adjacent communities which are most impacted by the Landfill Operations, (hereinafter in this Exhibit “A” referred to as “Impacted Neighborhoods”).

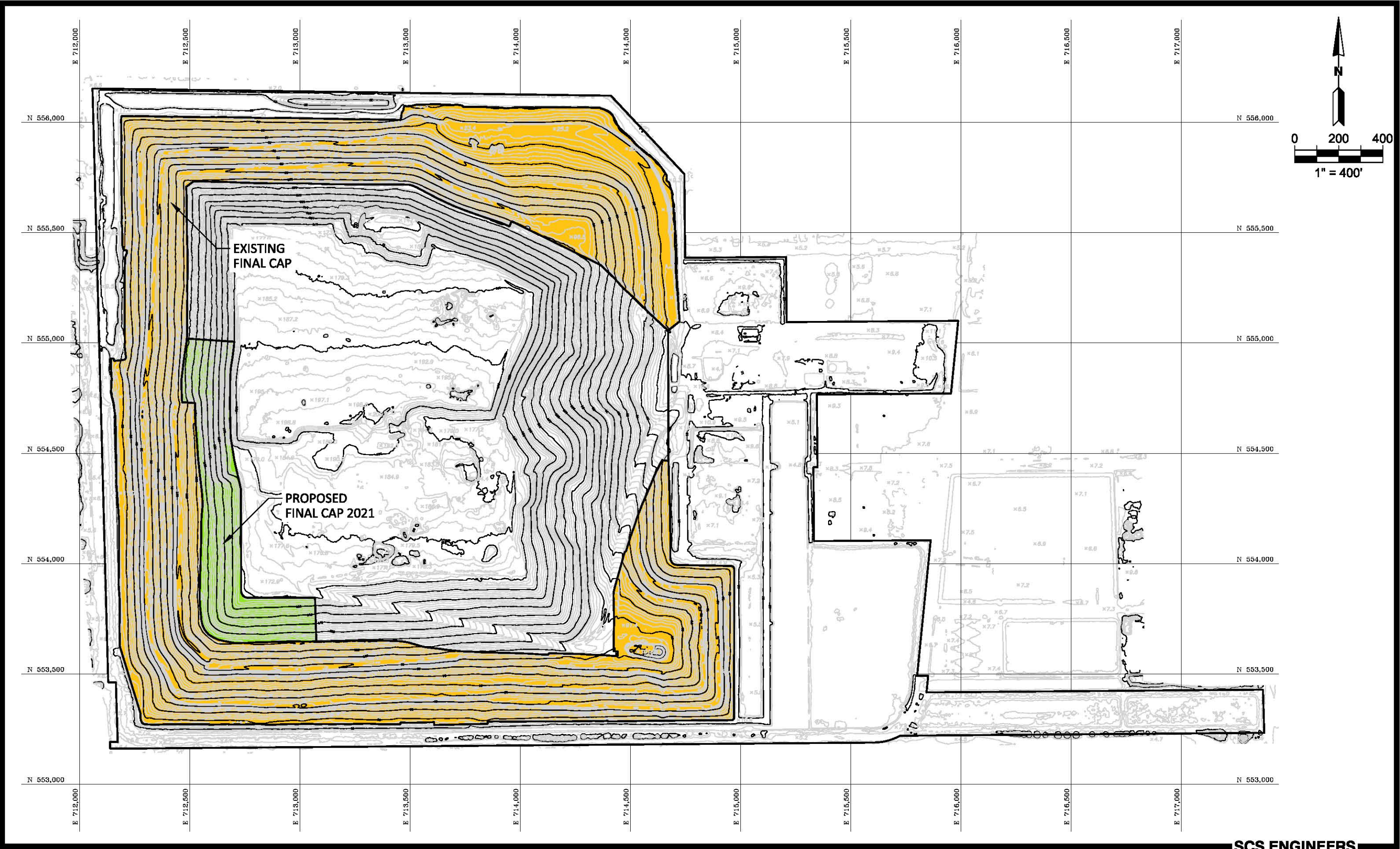
8. Company will expand the existing mobile odor neutralizing system to include 2 Working Face Misting Cannons (WFMC). These cannons will be operated at the point of material placement in accordance with best industry practices to neutralize any potential odors. The system will be operated whenever waste is being placed in the landfill cells adjacent to the City to continuously apply odor neutralizing agent while waste is being placed. It is the intent of the parties hereto to implement this System so as minimize the impact of the Landfill Operation on the Impacted Neighborhoods. The target date for installation will be September 15, 2020 subject to delays caused by events of force majeure, the existing pandemic or similar events and other conditions and events, not in the control of Company such delays or denials of required governmental permits. Company shall use commercially reasonable efforts to complete the work described herein. Upon request by the City the Company agrees to meet with the City to discuss odor complaints. If the Company reasonably determines that such complaints are a result of operations in other areas of the landfill, Company shall implement the odor mitigation controls identified in Sections 7, 8 and 9 of this document in such areas and for such time as Company determines in its reasonable discretion that such action is necessary.
9. Company will commit to utilizing the current Working Face Direct Application odor control product as operational requirements dictate going forward unless and until such time as a more effective product or method is identified. In addition, Company agrees to continue to evaluate both products and application rates to identify the most effective way of controlling odors from the working face.
10. Company investigates odor complaints received either directly or through the City of Doral 311 system. In addition, Company has established its own odor hotline and agrees to work with the City to promote the use of same by City residents. The company sends an employee to visit the location of any complaint and document the odor, wind direction and speed, and attempt to determine the source of the odor. If the odor is determined to be coming from the landfill operation a thorough inspection of the landfill is completed to determine the cause and implement a solution as quickly as possible. The majority of recent odor investigations have determined that the odor issues in Doral are caused by a site other than Company. Company is willing to participate in the funding of an independent 3rd party inspection process to investigate and determine the source of odor complaints in Doral.
11. Company agrees to limit the acceptance of the following waste types in order to minimize the potential for odors generated from waste discharged into the landfill:
 - Wastewater Treatment Plant Sludge and grit (WWTP waste): Due to contractual commitments Company cannot eliminate the acceptance of WWTP waste, however Company agrees to limit the acceptance of WWTP waste to a maximum of 5% of

incoming waste measured by weight on a monthly basis starting immediately. In addition, Company agrees to making reasonable efforts to redirect as much WWTP waste as possible to Company disposal sites other than the Landfill. The Monthly WWTP Waste Limit shall not apply during any period of time in which the Governor of the State of Florida or other applicable Governing Body has declared a state of emergency as a result of the following: Hurricanes, tornadoes, cyclones, other weather events, acts of God or other events not in the control of the Company where such events result in increased WWTP Waste deliveries to the Land fill for any particular month during the emergency which extends beyond the WWTP Waste monthly Limits.

Miami Dade County Resource Recovery Facility (“RRF Facility”) “Unders”: Since 2017 “Unders” from the RRF Facility have been accepted at the Company’s Okeechobee Landfill rather than the Landfill. Company agrees to work cooperatively with Miami Dade County to provide disposal for “Unders” at the Okeechobee Landfill for as long as Miami Dade County has a need for the disposal of “Unders.” Although best efforts will be undertaken in regard to disposal of Unders at Okeechobee landfill, the Company reserves the right to extend, amend or continue the existing contracts with the County including the disposal of Unders as the County may require. [Further the Company may enter into new contracts with the County which may include Unders and determine the location where they may be disposed.] Company shall use commercially reasonable efforts to have County not dispose of Unders at the Landfill under any new contract with the County. However if County notwithstanding Company’s request as set forth above requires that Unders be accepted by the Company at the Landfill under a new contract, Company’s only obligation shall be to notify City.

12. Company and City shall hold semi-annual meetings to monitor progress on the implementation of the odor mitigation and other measures stipulated in paragraphs. 1 through 11 above, (Progress Meeting). The Progress Meeting shall terminate on the 30th day of December, 2022 or sooner (Deadline) if Company achieves substantial completion under standard industry practices of the implementation of the odor mitigation and other measures stipulated in paragraphs 1 through 11 above. The deadline shall be extended to cover any period after Deadline necessary for Company to substantially complete the above described work.

Figure 1



SCS ENGINEERS

FIGURE 1. PROPOSED FINAL CAP 2021
MEDLEY LANDFILL

Figure 2

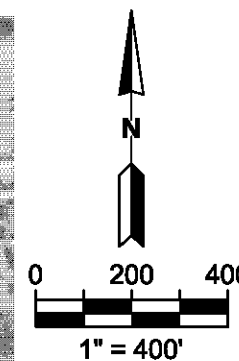
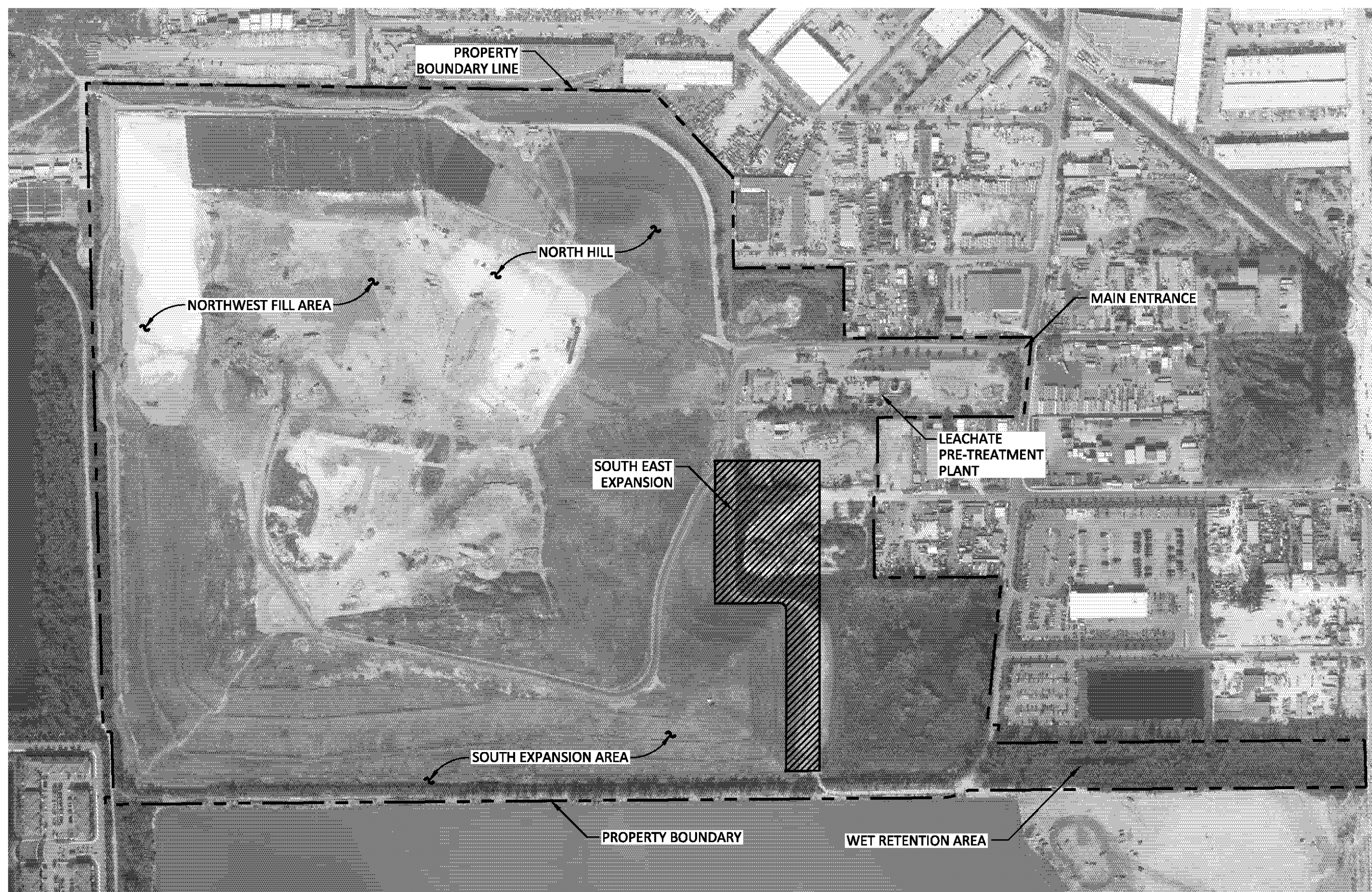


FIGURE 2. SOUTH EAST EXPANSION
MEDLEY LANDFILL

Figure 3

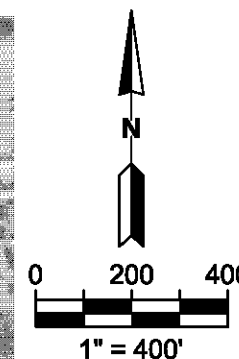
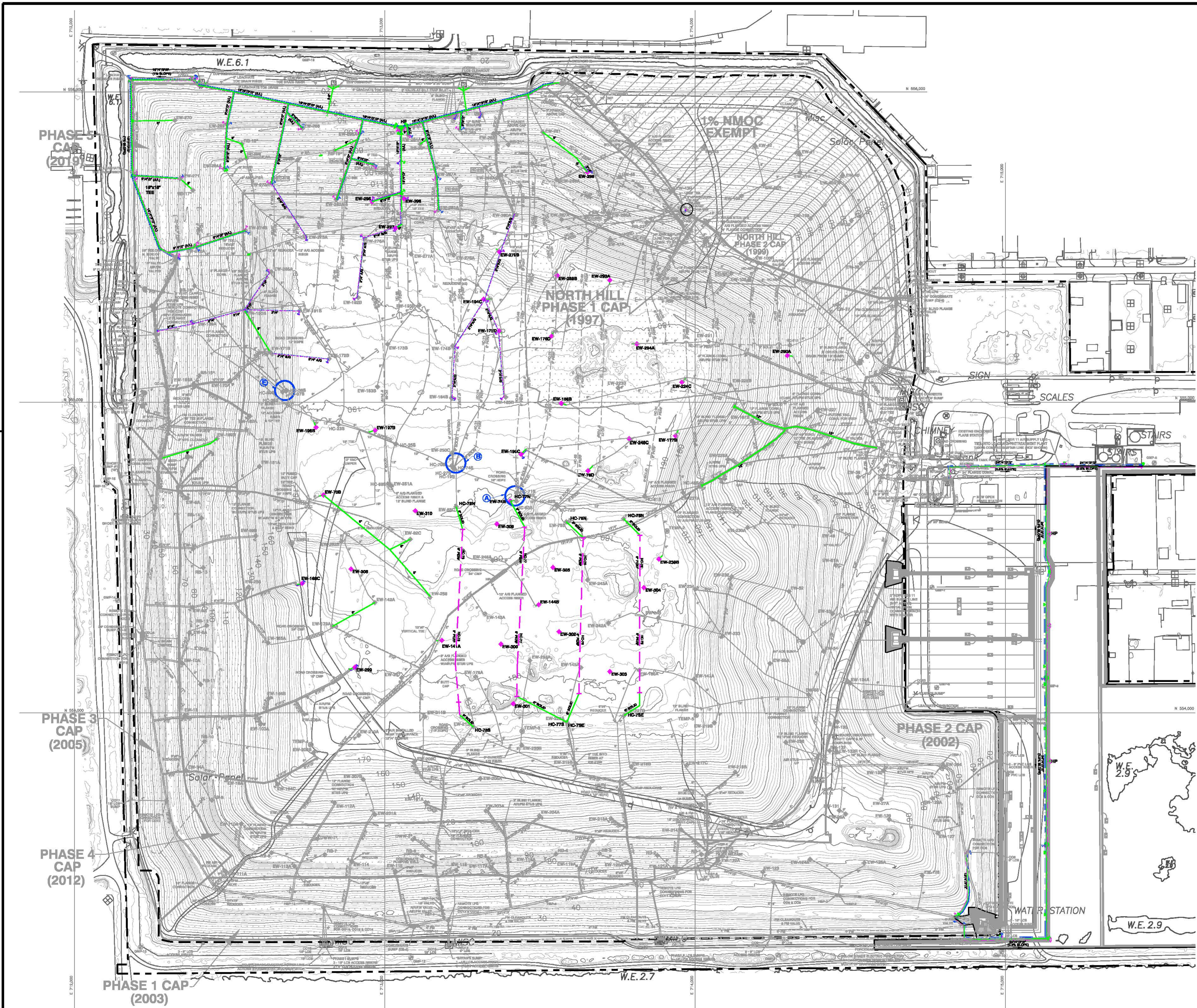


FIGURE 3. EAST EXPANSION
MEDLEY LANDFILL

Figure 4



LEGEND

- PROPERTY BOUNDARY
- LIMITS OF WASTE
- FINAL COVER AREAS
- 1% NMOC EXEMPT AREA
- 2 FT TOPOGRAPHIC CONTOUR LINE
- 10 FT TOPOGRAPHIC CONTOUR LINE
- METHANE MONITORING PROBES
- EXISTING LFG HEADER/LATERAL
- EXISTING LFG HORIZONTAL COLLECTOR
- INACTIVE LFG HORIZONTAL COLLECTOR (DRAIN ONLY)
- EXISTING CONDENSATE FORCEMAIN
- EXISTING AIR SUPPLY LINE
- EXISTING LFG VERTICAL WELL
- EXISTING LFG DOWNSLOPE WELL
- EXISTING LFG TEMPERATURE PROBE
- EXISTING LFG ISOLATION VALVE
- EXISTING CONDENSATE SUMP/TRAP
- EXISTING STUB UP
- EXISTING HEADER SAMPLE PORT
- SURFACE LFG DRAIN PIPING
- SURFACE LFG WELLHEAD LOCATION
- * INDICATES FUTURE CONNECTION

2020 ADDITIONAL LFG FEATURES

- NEW LANDFILL GAS COLLECTION PIPING
- NEW PERFORATED LANDFILL GAS PIPE
- NEW LFG VERTICAL WELL
- LFG CONDENSATE FORCEMAIN
- LFG AIR SUPPLY LINE

NOTES:

- TOPOGRAPHIC CONTOURS TAKEN FROM AERIAL SURVEY DATED FEBRUARY 19, 2020 BY PICKETT AND ASSOCIATES AND PROVIDED TO CEC BY MEDLEY LANDFILL.
- THE EXISTING LFG COLLECTION SYSTEM SHOWN HERE WAS COMPILED FROM VARIOUS SOURCES, AS-BUILT INFORMATION, AND AVAILABLE SITE DRAWINGS AND PROVIDED TO CEC BY MEDLEY LANDFILL.
- PROPOSED 2020 GAS COLLECTION SYSTEM FOR NEW WELLS AND PIPING TO IMPROVE COLLECTION AND ELIMINATE ODORS. ADDITIONAL 11 WELLS AND OVER 10,000 FEET OF GAS COLLECTION PIPING BEYOND THE ORIGINAL 2020 BUDGET PLAN FOR MEDLEY LANDFILL. LOCATION OF WELLS AND GAS COLLECTION PIPING MAY VARY BASED ON FIELD CONDITIONS.

2020 GCCS		
PROPOSED QUANTITIES		
ITEM	UNIT	QUANTITY
VERTICAL WELLS	EA	11
VERTICAL DRILLING	VF	880
6", 8", 12", 18" & 24" LANDFILL GAS PIPING	LF	>10,000

FOR PLANNING PURPOSES ONLY