

BEFORE BROWARD COUNTY BOARD OF COUNTY COMMISSIONERS

BROWARD COUNTY,

Petitioner,

vs.

**NOTICE OF VIOLATION:
NOV09-0010**

SUN RECYCLING, LLC,

Respondent.

_____ /

SETTLEMENT AGREEMENT

This cause having been set for Hearing before a Hearing Examiner on August 5, 2010, to determine whether or not the Respondent, Sun Recycling, LLC violated Subsection 27-27(a)(2) of the Broward County Code of Ordinances ("BCC" or "Code") which states:

"(a) Violations: It shall be a violation of this chapter for any person: (2) To fail to obtain any license, environmental review approval, or any other approval required by this chapter or by rule or regulation, or to violate or fail to comply with any rule, regulation, order, license, certification, environmental review approval, or any other approval adopted or issued by EPD pursuant to its lawful authority."

And Section 27-216(c)(3)e.7., BCC which states:

"The owner or operator of a material recovery area or transfer station shall: ...7. At all times, control litter, fugitive particulate matter, insects, objectionable odors, noise, and disease vectors to prevent a nuisance condition and unsightly appearance."

when on or about January 28, 2009, January 29, 2009, February 2, 2009, February 11, 2009, February 18, 2009, February 27, 2009, and March 10, 2009 at 2281 NW 16th St, Pompano Beach, Respondent is alleged to have failed to control dust at all times; failed to utilize and maintain the sprinkler misting system(s) along the northern perimeter of the site to control dust; failed to utilize and maintain operational procedures that minimize dust from loading material into the process/picking line; failed to utilize and maintain water valves and hoses strategically throughout the site and elsewhere as site conditions dictate to address dust; failed to utilize workers with hoses to control specific dust sources during material processing, loading, and unloading activities at the facility;

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RESPONDENT: SUN RECYCLING, LLC

failed to monitor the perimeter of the site, wind direction, operation of dust control devices, and identify the operation(s) generating dust; and failed to cease the offending operation(s) until adequate dust control measures are instituted and effectively preventing dust from leaving the property; and failed to control litter at all times.

By settlement of this cause, it is understood that Respondent waives its rights to an administrative hearing and the rights set forth in Section 27-32 of the Code. It having been agreed by the Respondent to dispense with the Hearing and enter into this agreement, Respondent agrees to pay a monetary penalty of \$200,000 and administrative costs of \$300 for a total of \$200,300. Within thirty (30) days from the date of approval of this Agreement by Broward County, Respondent shall pay \$17,500 of the agreed penalty and \$300 in administrative costs for a total of \$17,800. The remaining balance of \$182,500 in monetary penalty shall be held in abeyance and waived if the Respondent completes its proposed in-kind construction project described below involving the partial encapsulation of the Sun Recycling, LLC #2 facility in accordance with the attached document entitled Proposed Site Plan & Roof Shelter dated March 31, 2010 (Attachment A) and the timeframe specified below.

In-kind Construction Project:

- Respondent agrees to partially encapsulate the Sun Recycling #2 facility located at 2281 NW 16th Street, Pompano Beach, in accordance with the attached Proposed Site Plan & Roof Shelter dated March 31, 2010.
- Construction shall be completed within 18 months of approval of this agreement by Broward County.
- Any modification to the Proposed Site Plan & Roof Shelter dated March 31, 2010 needs to be approved by the Department. Respondent shall schedule a meeting with the Department to discuss any proposed modification.
- Respondent shall obtain all necessary permits, licenses, or approvals necessary to complete the construction.
- If Respondent fails to complete construction of the Roof Shelter building within 18 months of approval of this agreement by Broward County or in accordance with the Proposed Site Plan & Roof Shelter dated March 31, 2010 or an approved modified plan, then Respondent agrees to pay \$25,000 per month for each month or portion of month that the project is late until the remaining balance of the monetary penalty held in abeyance is paid in full.
- Upon completion of construction of the Roof Shelter building, Respondent shall submit certified as-built plans from a registered Professional Engineer which shall specifically indicate that the construction was completed in accordance with the Proposed Site Plan & Roof Shelter dated March 31, 2010 or an approved modified plan.

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- Any extension to the timeframe needs to be approved by the Department or the Hearing Examiner and will be based upon a demonstration of good faith efforts to complete the work and that any delays were outside the control of the Respondent.
- If Respondent fails to complete construction of the Roof Shelter building by the deadline or in accordance with the Proposed Site Plan & Roof Shelter dated March 31, 2010 or an approved modified plan, the Department reserves the right to petition the Hearing Examiner for penalties that were held in abeyance.
- Respondent agrees that this Agreement shall become part of Solid Waste Management License # SW-WP00008-09.

Respondent acknowledges and agrees that failure to comply with this Agreement may result in the denial, suspension or revocation of any Environmental Protection and Growth Management Department (Department) license, permit or approval pending or held by Respondent, pursuant to the Code.

Respondent agrees that these amounts and corrective actions are reasonable and shall not contest them in any subsequent action that may be brought regarding this Settlement Agreement. Any extensions of the time frames identified in this Agreement must be approved by the Department.

Entry of this Settlement Agreement does not relieve the Respondent of the need to comply with all applicable federal, state, or local laws, regulations or ordinances. Respondent recognizes its responsibility to take all reasonable measures necessary to prevent future violations of Chapter 27 of the Code. The County hereby expressly reserves the right to initiate appropriate legal action to prevent or prohibit the future violation of applicable statutes or regulations, or to alleviate an immediate serious danger to the public health, safety or welfare.

The County does not waive the following provisions of the Code: Subsections 27-4(20), 27-55(d)(7) and 27-63(b)(6) regarding habitual violators, Subsection 27-22(a)(5) regarding history of noncompliance and Subsection 27-38(d) regarding habitual citation violators. By entering into this Agreement, Respondent neither admits nor denies the allegation, nor is it exercising its rights to an administrative hearing and the rights set forth in Section 27-32 of the Code. Instead, Respondent commits to use its financial resources to construct a state of the art recycling facility thereby serving and protecting the public and the environment.

Pursuant to Section 27-34 of the Code, the failure of the Respondent to comply with a settlement agreement approved by Broward County will result in the rendition of the settlement into a final order by the hearing examiner.

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The parties acknowledge that they have had the opportunity to seek and receive whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein. 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 because of such party's preparation of this Agreement.

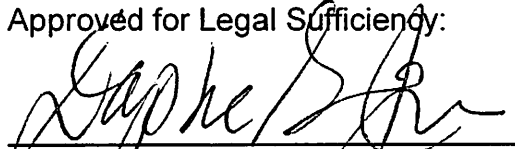
This Settlement Agreement is not final nor shall be deemed accepted until approved by Broward County. Respondent acknowledges that this has been verbally explained and that this document is a proposal that is final only upon acceptance by Broward County.

DO NOT send payment until you have received notice of this agreement being finalized. When finalized, make check payable to **Broward County Board of County Commissioners**. Mail to Broward County Environmental Protection and Growth Management Department, One N. University Drive, Suite 102, Plantation, FL, 33324, ATTN: Collections Department.

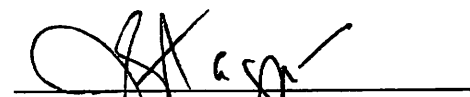
NOTICES OF VIOLATION: NOV09-0010
RESPONDENT: SUN RECYCLING, LLC

COUNTY

Approved for Legal Sufficiency:




Daphne E. Jones
Assistant County Attorney



John Stagnari
Environmental Compliance
Administrator

Prepared by:



Tanya King, NRS II
Enforcement Administration

DONE AND EXECUTED this _____ day of _____ 2010

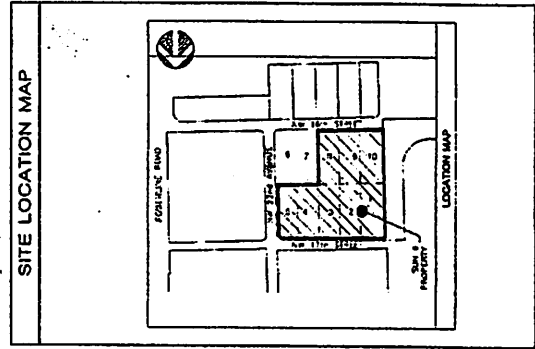
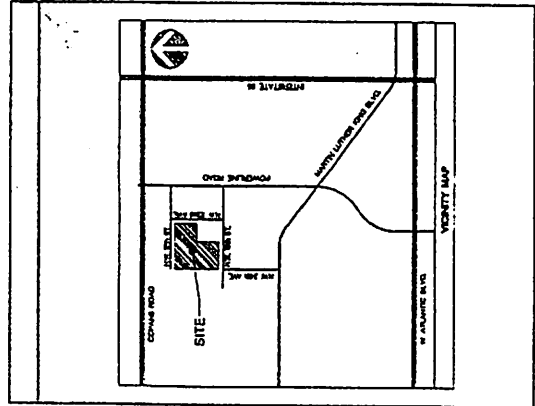
FOR AND BY DIRECTION OF BROWARD COUNTY
KEN KEECHL
MAYOR

by: _____

SUN RECYCLING 2

PROPOSED SITE PLAN & ROOF SHELTER

2281 N.W. 16TH STREET
POMPANO BEACH, FLORIDA



LIST OF CONSULTANTS

OWNER	SUN RECYCLING, LLC 1411 PINEWOOD ROAD POMPANO BEACH, FL 33068 (954) 381-6688
ARCHITECT	WILLIAM A. DAVIS, ARCHITECT 1773 7th Street POMPANO BEACH, FL 33068 (954) 381-6688
ENGINEER	FOR ENGINEERING, INC. 3310 N.W. 34th Avenue P.O. Box 11109 Pompano Beach, FL 33069 (954) 333-1242
SURVEYOR	PHILLIP SURVEYING 4555 WEST WILSON ROAD POMPANO BEACH, FL 33073 (954) 381-6688
STRUCTURAL ENGINEER	DAVID DICK, P.E. 1411 PINEWOOD ROAD POMPANO BEACH, FL 33068 (954) 381-6688

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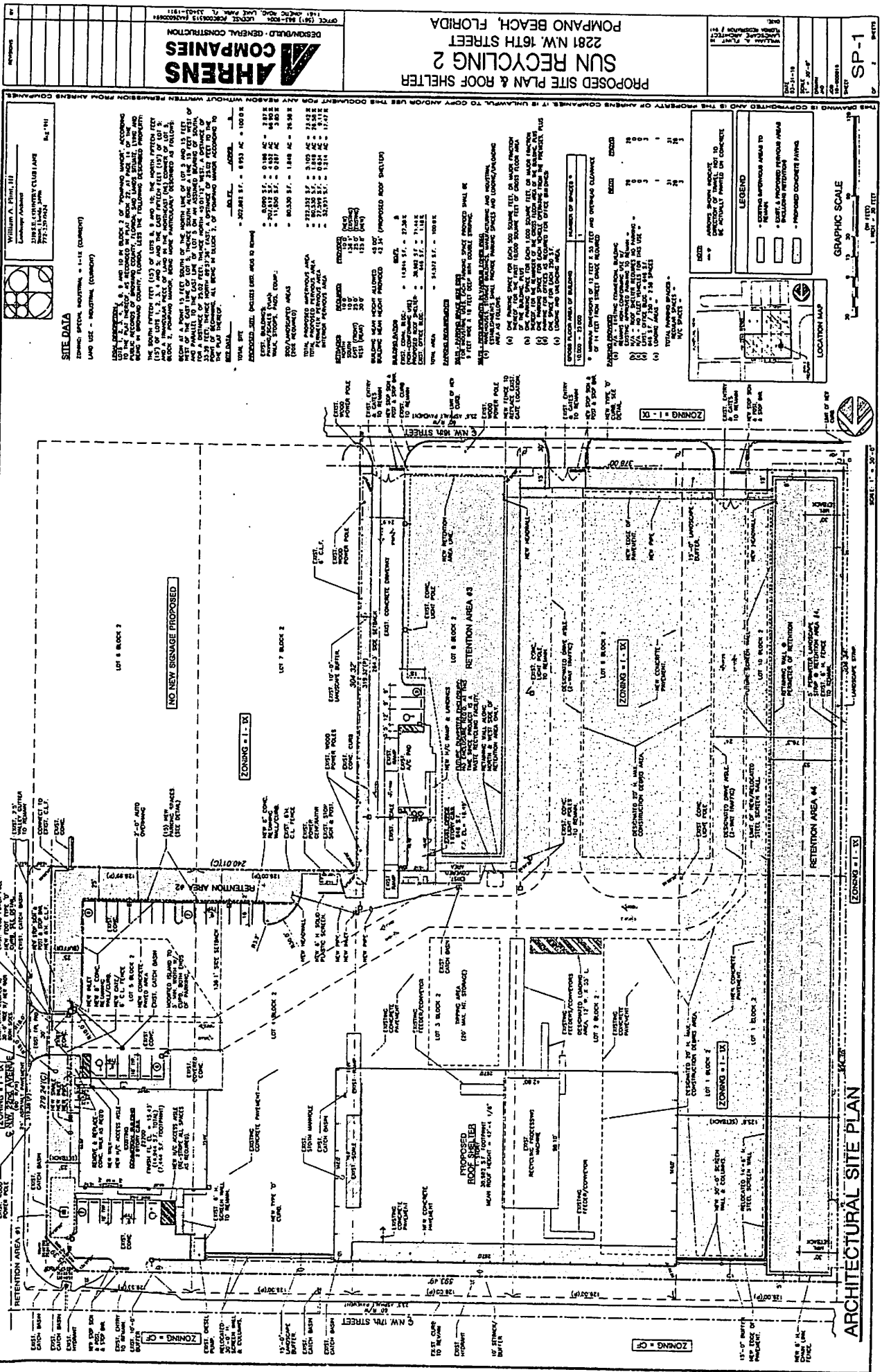
T-1	TITLE SHEET
	SURVEY
D-1	EXISTING SITE PLAN/UTILITIES PLAN
D-2	ARCHITECTURAL SITE PLAN
S-P-2	SITE DETAILS
C-1	PAVING, GRASSING, AND DRAINAGE PLAN
C-2	WATER AND SEWER UTILITIES PLAN
L-1	LANDSCAPE PLAN
L-2	LANDSCAPE DETAILS
I-1	IRRIGATION PLAN
PH-1	PHOTOMETRICS PLAN
301	FLOOR PLAN
302	NORTH & SOUTH ELEVATIONS
303	EAST & WEST ELEVATIONS

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PROPOSED SITE PLAN & ROOF SHELTER
 SUN RECYCLING 2
 2281 N.W. 16TH STREET
 POMPANO BEACH, FLORIDA

AARENS COMPANIES
 DESIGN/BUILD - GENERAL CONSTRUCTION
 1411 PINEWOOD ROAD, POMPANO BEACH, FL 33068
 (954) 381-6688

SHEET NO. T-1
 OF 1



William A. Smith, III
STATE LICENSED SURVEYOR
10000 W. BOULEVARD
SUITE 1000
POMPANO BEACH, FLORIDA 33064
754-781-1111

SITE DATA
ZONING SPECIAL REQUIREMENT = I-1X (EXCEPT)
LAND USE = INDUSTRIAL (COMMUNITY)

LOT 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100

NO NEW SIGNAGE PROPOSED

RETENTION AREA #2

RETENTION AREA #3

RETENTION AREA #4

RETENTION AREA #1

AREAS COMPANIES
DESIGN/BUILD - GENERAL CONSTRUCTION
OFFICE (201) 841-8000
LOCAL (904) 939-2222
1451 N.W. 10TH AVENUE, SUITE 100
POMPANO BEACH, FLORIDA 33064

PROPOSED ROOF SHELTER
MEAN ROOF HEIGHT = 12'-4" 1/4"
MEAN ROOF AREA = 17'-0" x 23'-0"
MEAN ROOF PERIMETER = 11'-0" x 23'-0" x 11'-0" x 23'-0" = 110'-0"

RETENTION AREA #2
AREA: 17'-0" x 23'-0" = 391.00 SQ. FT.
PERIMETER: 11'-0" x 23'-0" x 11'-0" x 23'-0" = 110'-0"

RETENTION AREA #3
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PERIMETER: 11'-0" x 23'-0" x 11'-0" x 23'-0" = 110'-0"

RETENTION AREA #4
AREA: 17'-0" x 23'-0" = 391.00 SQ. FT.
PERIMETER: 11'-0" x 23'-0" x 11'-0" x 23'-0" = 110'-0"

RETENTION AREA #1
AREA: 17'-0" x 23'-0" = 391.00 SQ. FT.
PERIMETER: 11'-0" x 23'-0" x 11'-0" x 23'-0" = 110'-0"

AREAS COMPANIES

NO.	DESCRIPTION	AREA (SQ. FT.)	PERIMETER (LINEAR FEET)
1	PROPOSED ROOF SHELTER	391.00	110.00
2	RETENTION AREA #1	391.00	110.00
3	RETENTION AREA #2	391.00	110.00
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LEGEND
AREAS SHOWN HEREIN TO BE ACTUALLY PROVIDED BY CONTRACTOR
EXISTING IMPROVEMENTS TO BE MAINTAINED
EXISTING IMPROVEMENTS TO BE REMOVED
PROPOSED IMPROVEMENTS

GRAPHIC SCALE
1" = 20'-0"
1" = 10'-0"
1" = 5'-0"

LOCATION MAP

ZONING = I-1X

ZONING = I-1X

ZONING = I-1X

PROPOSED SITE PLAN & ROOF SHELTER
SUN RECYCLING 2
2281 NW 16TH STREET
POMPANO BEACH, FLORIDA

DATE: 10/13/11
SCALE: 1" = 20'-0"
SHEET: SP-1 OF 1

DESIGNER: AREAS COMPANIES
PROJECT NO.: 11-0001

CLIENT: SUN RECYCLING 2

ADDRESS: 2281 NW 16TH STREET, POMPANO BEACH, FLORIDA 33064

PHONE: (904) 939-2222

PROPOSED ROOF SHELTER
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ARCHITECTURAL SITE PLAN

ZONING = I-1X

ZONING = I-1X

ZONING = I-1X

ZONING = I-1X

ZONING = I-1X

PROPOSED SITE PLAN & ROOF SHELTER
SUN RECYCLING 2
2281 NW 16TH STREET
POMPANO BEACH, FLORIDA

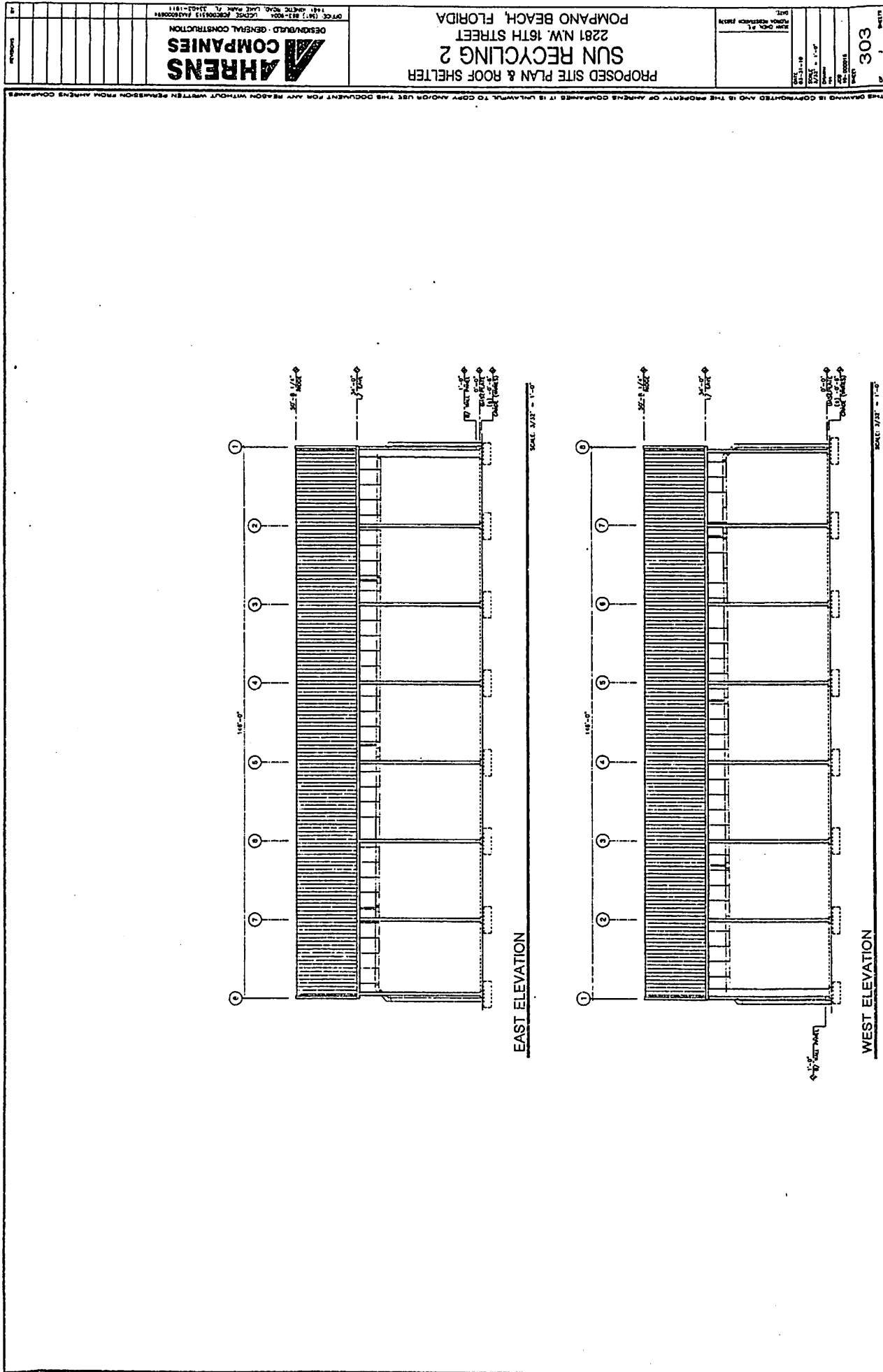
DATE: 10/13/11
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SHEET: SP-1 OF 1

DESIGNER: AREAS COMPANIES
PROJECT NO.: 11-0001

CLIENT: SUN RECYCLING 2

ADDRESS: 2281 NW 16TH STREET, POMPANO BEACH, FLORIDA 33064

PHONE: (904) 939-2222



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303	DATE: _____	SCALE: 1/8" = 1'-0"	PROJECT: _____	DRAWN BY: _____	CHECKED BY: _____
AHRENS COMPANIES DESIGN/BUILD - GENERAL CONSTRUCTION OFFICE: (305) 821-1801 LICENSE #20006313 FAY GODDARD 1481 MARINE BLVD. LAKE PARK FL 33403-1811	PROPOSED SITE PLAN & ROOF SHELTER SUN RECYCLING 2 2281 N.W. 16TH STREET POMPANO BEACH, FLORIDA				