

ANNEX M – DEBRIS MANAGEMENT (Tab A to ESF #3)

I. PURPOSE

The purpose of this annex is to provide for coordination of efforts in the clean-up, removal, and disposal of debris following a major emergency or disaster.

II. MISSION AREAS AND LIFELINES

A. Mission Areas

1. Prevention: The use of damage resistant vegetation and construction materials, and avoiding development in highly flood-prone areas helps prevent large amounts of storm debris.
2. Protection: Secure containment of hazardous chemicals and removal of damage-prone trees and dead vegetation protects property from experiencing spills or releases and heavy debris cover after storms.
3. Mitigation: Demolition of repetitive loss properties and development of economical pre-disaster affordable debris management contracts helps lessen the impact of waste after incidents.
4. Response: Effective debris management operations performed jointly by all jurisdictions provides for swift and complete removal of all types of debris in a reasonable time frame.
5. Recovery: Removal of all debris in a timely fashion allows the community to rebuild and repair quickly, and to restore services and the economy in a quick fashion.

B. Lifelines

1. Safety and Security
 - a. Initial response can occur only when responders can reach people and structures because the worst debris has been removed. Properties can be secured when debris is removed from structures and physical security can be implemented.
 - b. If debris is present, especially with live electrical wires or uncontained chemicals, fire is always a high-risk hazard.
 - c. Unmanaged debris hides a variety of hazards, including but not limited to, live electrical wires, hazardous chemicals, wildlife, and dangerous objects.
 - d. Roadways for evacuation, response, and other critical needs are not navigable until debris is removed.
2. Food, Water, and Shelter
 - a. Distribution of water and food and other critical supplies cannot occur while roadways are blocked by debris.
 - b. Shelters cannot operate if evacuees cannot reach the site due to debris-blocked roadways.
 - c. Supply chains cannot operate if debris prevents the restoration of utilities.
3. Health and Medical
 - a. Healthcare services and treatment cannot be provided in fixed facilities unless debris is removed and roadways are open for them to reach the facilities.

- b. Emergency medical services cannot reach patients if roads, driveways, and residences are blocked by debris.
 - c. Home health services cannot be delivered and home health equipment cannot be resupplied if debris blocks access.
 - d. The emotional impact of lingering debris is a constant reminder of destruction and loss, and is a serious barrier to community and individual recovery.
4. Energy
- a. Debris must be removed before power lines and substations can be repaired and power restored.
 - b. Repair crews must have access to lines, poles, and substations. Temporary power cannot be provided unless roads and streets are accessible.
 - c. Fuel for generators and vehicles cannot be delivered while debris covers roads, storage tanks, and properties.
5. Communications
- a. Towers, repeaters, and transmission lines must be restored after debris is removed.
 - b. Wireless communications are dependent upon line-of-sight transmission and cannot occur when debris blocks the line-of-sight.
 - c. Any satellite service can be interrupted by excessive debris that prevents receipt of a signal.
6. Transportation
- a. Roadways cannot be opened until debris is removed; closed roads prevent mass transit, individual travel, and commerce.
 - b. Debris on railroad tracks causes trains to derail, catch fire, or to throw objects that cause further damage to nearby property.
 - c. Sunken boats, spilled chemicals or fuel, and other debris can cause inland bodies of water and waterways to be hazardous.
 - d. Debris can cover pipeline markers, valves and controls and make incident management very difficult.

III. SITUATION & ASSUMPTIONS

A. Situation

- 1. Debris may be the result of natural, man-made, and technological hazards.
- 2. Shelby County may experience events which result in large amounts of debris.
- 3. All communities have unique circumstances that impact types, amounts, and responses to debris; these may include types of local business/industry, land use, size of the community, topography, and economics.
- 4. Jurisdictions must be prepared to conduct emergency debris removal on their own during the initial phases of an emergency or disaster.
- 5. Individuals and businesses will be responsible for the removal and disposal of debris on private property.
- 6. Debris management activities can be a major burden on the time and resources of everyone affected.

B. Assumptions

1. Extraordinary demands will be placed on public and private resources for debris management following a disaster event.
2. A coordinated effort will be required to effectively collect, remove, and dispose of debris following a disaster.
3. Proper planning and conduct of debris operations will be vital to ensure cost effective and environmentally sound practices are used.
4. During major emergencies financial and/or material assistance from the state or federal government may be required.
5. All debris is considered hazardous; some debris is considered contaminated.

IV. CONCEPT OF OPERATIONS

A. Core Capabilities

1. Operational Coordination
 - a. Shelby County EMA will coordinate the efforts of debris handlers and haulers with local responders. This may include coordinating utility restoration with debris haulers; coordinating access to affected areas by contractors, and residents with debris haulers, or conducting public information activities around debris removal work.
 - b. Reconstruction and repair efforts by public and private property owners will be coordinated with debris haulers to facilitate the most effective management of debris.
2. Environmental Response and Health and Safety
 - a. All debris will be considered hazardous unless otherwise established and precautions will be taken to prevent the spread of contamination, the extension of damages to natural resources, and the exposure of the public to dangerous substances.
 - b. Debris will be managed and disposed of without extension of any exposure to a hazardous substance to the fullest extent possible. Authorities and others with special expertise will be involved in determining the means and methods of removal and disposal.

B. Debris Management Team

1. Shelby County will coordinate disaster-related debris management activities through the formation of a debris management team.
 - a. Team membership may include representation by the following: Shelby County EMA, Solid Waste District, Shelby County Health Department, Shelby County Litter Prevention & Recycling, Ohio EPA, Shelby County Engineer, Shelby County Commissioners, and officials of the affected jurisdictions.
 - b. Representatives with specific expertise and state or federal liaisons may be added as needed.
2. The Debris Management Team will be activated by the EMA Director through the Emergency Operations Center (EOC) as soon as possible following the identification of extensive or dangerous debris.
3. The Director of the Shelby County EMA and the Solid Waste District Coordinator (or consultant, as applicable) shall act as Co-Chairs of the Debris Management Team.
 - a. The EMA Director will be responsible for planning and logistics functions.

- 1) Planning coordination with the team will include prioritization of needed activities and determination of appropriate strategies for collection and disposal.
- 2) Logistics support will include debris quantity calculations, preparation and submission of requests for state assistance through Ohio EMA, assessments for requests for federal assistance, and provision of needed materials for the conduct of debris collection and disposal. See Tab 1 to this annex, Debris Calculation Worksheet.
- b. The Solid Waste Coordinator shall serve as the Debris Manager. In this capacity he/she will have responsibility for coordinating the operations and finance activities.
 - 1) Operations coordination will include contacts with each affected jurisdiction and scheduling and coordination of resources conducting debris operations.
 - 2) Finance support will include procurement of contractors, support of and coordination with jurisdiction officials for expenses and scheduling, and documentation of all resources, personnel, materials, and costs for reimbursement purposes.
4. See Appendix 1 to this annex, Debris Management Fact Sheet, for guidance prepared by Ohio EMA and Ohio EPA on debris management planning and issues.
5. All required FEMA guidelines will be met in the disposal efforts. FEMA's Debris Management Guide (FEMA 325) provides detailed information and is available in the Shelby County Emergency Operations Center (EOC).
6. Regular meetings will be conducted until operations are complete.

C. Phased Approach

1. The Shelby County Debris Management Team will address debris issues using a multi-phase approach. Following are the phases as they will be addressed:
 - a. Phase One – Debris clearance to open access for emergency response vehicles and critical traffic. This may be accomplished by jurisdictions due to the immediate nature of the situation.
 - b. Phase Two – Debris issues affecting health and safety. This may include chemical, sewage, and flood contaminated debris, as well as dangerous limbs and trees, dead animals, and spoiled food.
 - c. Phase Three – Other actions necessary to protect health and safety. This may include, but not be limited to, pest or rodent control activities associated with the presence of debris.
 - 1) **It is important to note that these activities may or may not qualify for reimbursement under a state or federal declaration; however, they may be critical to preventing the spread of disease.
 - d. Phase Four – Remaining debris activities necessary to restore the county to pre-disaster condition.

D. Evaluation of Need

1. Team members will provide additional information that they have at the meeting.
2. A comprehensive assessment of debris management needs will be made and action items that need to be addressed will be established.
3. Action items will be prioritized based on the four phases of debris activities as listed in item B. above.

4. Mutual aid from unaffected jurisdictions and from other counties will be used whenever possible.
 - a. Assistance may be available from surrounding county health departments or solid waste districts.
 - b. Written agreements should be signed to clarify the terms of the assistance. See Appendix 2 to this annex, Sample Mutual Aid Agreement.

E. Environmental Compliance

1. Following a disaster event, compliance with environmental protection laws and regulations is still required.
2. Ohio Environmental Protection Agency (Ohio EPA) and local health department officials will be participating on the Debris Management Team and will be consulted for applicable regulatory requirements.

F. Documentation

1. Documentation of debris management activities is necessary for potential reimbursement of costs. In addition, documentation is necessary to record activities performed and authorizations granted, and to develop lessons learned and best practices for updating plans.
2. Documentation of activities is the responsibility of those performing work as well as those who provide oversight and direction.
3. At a minimum, documentation needs to include the following:
 - a. Labor, equipment, rental fees and material costs
 - b. Mutual-aid agreement expenses
 - c. Use of volunteered resources, including labor
 - d. Administrative expenses
 - e. Disposal costs
 - f. Types of debris collected, amounts of each type, and location of origin
4. Documentation must also meet State and/or FEMA standards in order for reimbursement of expenses to be approved.

G. Determination of Appropriate Strategy

1. Team members will discuss ideas, including the pros and cons of each, and determine the appropriate course of action for each phase. Solutions will vary based on the type of debris to be addressed and the affected area.
2. Debris types may include:
 - a. Wood, cellulose products and tree material
 - b. Household goods, including furniture, personal belongings, and appliances
 - c. Food waste
 - d. Utility poles and wires
 - e. Hazardous materials and infectious waste
 - f. Vehicles and tires

- g. Building materials
 - h. Animal carcasses
 - i. Silt and mud
3. Means of collection may include:
 - a. Use of authorized waste transfer or disposal facilities
 - b. Establishment of alternate or Temporary Debris Storage and Reduction (TDSR) sites
 - c. Direct pickup
 - d. Placement of dumpsters
 4. Means of Reduction
 - a. Incineration
 - b. Grinding and chipping
 - c. Separation
 - d. Recycling
 5. Means of Disposal
 - a. Landfill disposal
 - b. Incineration
 - c. Sale or donation of reduced material
 - d. Decontamination and reuse
 6. Demolition of a structure may be the only option in certain instances when severe damage has occurred. This will only be recommended after all other options have been eliminated.
 - a. Local building and zoning officers are required to inspect any buildings sustaining major damage.
 - b. The Shelby County Health Department may also conduct inspection in certain cases and has the authority to condemn buildings.
 - c. Responsibility for all costs and removal of debris from demolition is the responsibility of the property owner.
 - d. When demolition is recommended, contracts and legal guidance will be necessary. See Appendix 7 to this annex, Demolition Checklist.

H. Types of Contracts

1. The following types of contracts may be used in conducting debris management operations.
 - a. Time and Material: Under a time and material contract, the contractor is paid on the basis of time spent and resources utilized in accomplishing debris management tasks. The Federal Emergency Management Agency policy requires that the use of time and material contracts be limited to the first 72 work hours following a disaster event. See Appendix 4 to this annex, Sample Time and Materials Contract.
 - b. Lump Sum: A lump sum contract establishes a total price using a one item bid from a contractor. It should be used only when a scope of work is clearly defined, with areas of work and quantities of material clearly identified. See Appendix 5 to this annex, Sample Lump Sum Contract. Lump sum contracts can be defined in one of two ways:

- 1) Area Method, where the scope of work is based on a one-time clearance of a specified area, or
 - 2) Pass Method, where the scope of work is based on a certain number of passes through a specified area, such as a given distance along a right of way.
- c. Unit Price: A unit price contract is based on weight (tons) or volume (cubic yards) of debris hauled, and should be used when the scope of work is not well defined. It requires close monitoring of collection, transportation, and disposal to ensure that quantities are accurate. A unit price contract may be complicated by the need to segregate debris for disposal. See Appendix 6 to this annex, Sample Unit Price Contract.

I. Qualified Contractors

1. A list of certified contractors for Shelby County is maintained by the Shelby County EMA and contains separate categories for types of work.

J. Right-of-Entry/Hold Harmless Agreements

1. Disaster operations may require entering private property to remove debris that is a threat to the health and safety of occupants or the public.
2. Entry onto private property will be made only when absolutely necessary. Agreements will be necessary to protect private and public interests.
3. See Appendix 3, Sample Right-of-Entry/Hold Harmless Agreement.
 - a. The Shelby County Prosecutor will provide legal counsel and review of all proposed agreements.

V. ORGANIZATION & ASSIGNMENT OF RESPONSIBILITIES

A. Organization

1. Debris removal operations will be divided by public and private property.
 - a. Public Property/Rights-of-Way Debris Removal: Debris deposited on public lands including the right-of-way will be the responsibility of local government.
 - 1) In some cases, where a health and/or safety threat exists, private property owners may move event-related debris to the public right-of-way for removal by government forces.
 - 2) Government forces or volunteers may assist private property owners if necessary to remove event-related debris that poses a health and/or safety threat.
 - b. Private Property Debris Removal: Debris deposited on private property is the responsibility of the property owner.
 - 1) In some cases, where a health and/or safety threat exists, private property owners may move event-related debris to the public right-of-way for removal by government forces.
 - a) Debris removal schedules will be published through local media outlets and provided to officials in affected jurisdictions for release to private individuals.
 - b) Instructions for separation of debris and steps to follow if assistance is required in getting debris to the curbside will be published with the removal schedules.
 - 2) Volunteers or voluntary groups may assist property owners.

B. Assignment of Responsibilities

1. Agencies with primary responsibility for debris management are tasked with attending team meetings, participating in the planning process, and creating documentation of their actions.
 - a. EMA Director
 - 1) Activate Debris Management Team
 - 2) Serve as a co-chair of the team
 - 3) Update the team on debris status
 - 4) Prepare and submit debris calculations and requests for assistance to the State of Ohio and FEMA.
 - 5) Provide information to the County PIO for publication and distribution
 - b. Solid Waste Coordinator or Consultant
 - 1) Serve as a co-chair of the team and serve as the Debris Manager
 - 2) Coordinate contracted workers and government work forces
 - 3) Coordinate debris action plans and activities with jurisdictions
 - 4) Ensure that procurement follows FEMA guidelines
 - 5) Collect and prepare records of financial transactions for reimbursement
 - c. Shelby County Health Department
 - 1) Assist in identification of public health issues
 - 2) Inspect, coordinate and advise restaurants and grocery stores as they address contaminated or spoiled food
 - 3) Provide monitors for temporary debris storage and reduction sites, as needed
 - 4) Provide information about health risks and safety procedures to the team and to the County PIO for publication and distribution
 - d. Shelby County Engineer
 - 1) Assess debris issues in rights-of-way and on county roads
 - 2) Provide debris clearance personnel and equipment, as available
 - e. Shelby County Transfer Station
 - 1) Identify available options for activities that may be supported by the landfill
 - 2) Monitor debris shipped to the landfill
 - 3) Coordinate permits and requests with Ohio EPA
 - f. Ohio EPA Representative
 - 1) Coordinate state and federal agencies, such as EPA and Ohio Historical Preservation Office to ensure compliance with relevant laws/regulations/policies
 - 2) Evaluate and assist in selecting locations for TDSR sites
 - 3) Monitor and comply with reporting requirements for TDSR sites
 - 4) Assist in securing necessary permits
 - g. Officials of Affected Jurisdictions
 - 1) Clear roadways and assess debris to be collected, as possible
 - 2) Coordinate local debris operations through the county strategy

- 3) Distribute debris separation instructions and collection schedules to residents
 - 4) Maintain proper documentation of local expenses for purposes of reimbursement and historical records
2. Secondary responsibilities apply to the following agencies or individuals. They may have limited involvement in the planning process, but play a vital role in debris management operations.
- a. Shelby County Commissioners
 - 1) Authorize necessary expenditures for debris operations
 - 2) Coordinate with PIO to release information to the public
 - b. Shelby County Prosecutor
 - 1) Review insurance information and other assets to ensure benefits and resources are fully utilized
 - 2) Review contracts to ensure compliance with FEMA requirements
 - 3) Review rights-of-way and hold harmless agreements
 - 4) Ensure compliance with historical preservation issues
 - 5) Review contracts with vendors and advise the commissioners on legal aspects of the contracts.
 - c. Public Information Officer
 - 1) Coordinate with county and local officials to release debris collection information
 - d. Private Citizens
 - 1) Follow guidance provided for separation, drop-off, and/or collection of debris
 - 2) Assist neighbors, as able
 - 3) Report dangerous debris to local law enforcement

VI. DIRECTION & CONTROL

A. Activation of the Plan

1. The Debris Management Team will be a component of the Emergency Operations Center (EOC) and will coordinate and manage debris removal operations.
2. The Team will be activated by the EMA Director when EOC staff and/or jurisdictional officials recognize that hazardous or excessive amounts of debris will require action.

B. Establishment of Debris Removal Priorities

1. When a debris-generating event occurs, there is an immediate need for prioritization of actions.
 - a. The first priority for debris removal shall include roadways that allow ingress and egress to the critical public facilities such as fire stations, police stations, hospitals, and other critical facilities.
 - b. Other essential facilities include schools, municipal buildings, water treatment plants, wastewater treatment plants, power generation units, airports, temporary shelters for disaster victims, etc.

C. Environmental Compliance

1. Following a disaster event, compliance with environmental protection laws and regulations is required.
2. Federal and State Environmental Protection Agencies and local Health Departments should be consulted for applicable regulatory requirements.
3. Hazardous waste will be covered in the debris management strategy.
 - a. The county and other jurisdictions will work closely with federal and state environmental protection agencies to ensure proper removal and disposal of hazardous waste.
 - b. Procedures for establishing a separate staging area for hazardous waste, to include lining receptacles with an impermeable material so chemicals do not leak into the groundwater and soil must be developed.

VII. CONTINUITY OF GOVERNMENT

- A. Not used. Refer to Appendix 3 to the Basic Plan, Procedures for the Relocation and Safeguarding of Vital Records

VIII. ADMINISTRATION & LOGISTICS

A. Temporary Debris Storage and Reduction Site

1. Considerations for use of these types of sites include:
 - a. Location: Care should be taken in selection of TDSR sites. Land use, proximity to housing, location of the nearest water table and/or public water supply, and other factors that may impact the use of the site should be considered.
 - b. Operations: Monitoring receipt of debris and verifying types of debris received are critical functions for successful operation of a TDSR site. Included in the attachments to this document is a sample TDSR site layout.
 - c. Closeout: In order to close out a TDSR site, care should be taken to restore the site to its original condition in an environmentally friendly and timely manner. Included in the attachments to this document is a checklist for site closeout.
2. See Appendix 8, TDSR Checklist, Issues, and Layout, for more information.

B. Tracking of Resources

1. Procedures for tracking resources are available in the EOC.
2. The level of detail in the tracking system will be dependent upon the size and magnitude of the disaster.

C. Meetings and Briefings

1. Meetings and briefings will be conducted by or through the County EOC. The main purpose of the meetings is to brief EOC staff and media on current and future debris management activities after the development of operational objectives in debris management..
2. Debris management staff should participate in all EOC meetings and provide briefings as necessary.

D. Review of Documentation Process

1. Justification of operational decisions is important in identifying lessons learned and best practices for future incidents.
 - a. Examples may include site selection for TDSR sites, debris removal priorities, and demolition of public/private structures.

E. Contract Monitoring

1. In the event that contracts are used for debris removal, vendor performance must be monitored. The team will designate a person or persons for contract monitoring. Contract monitoring verifies that the following actions are taking place:
 - a. Debris being picked up is a direct result of the disaster
 - b. Trucks hauling debris are fully loaded.
 - c. Debris pick-up areas are being managed properly
 - d. Trucks are following established debris routes
 - e. Temporary storage sites are inspected to ensure operations are executed according to the contract
 - f. Security and control for temporary debris storage and reduction sites is verified

F. State Agency Support

State agencies that may participate in debris removal activities include the following:

1. Ohio Department of Transportation
2. Ohio Environmental Protection Agency – Solid Waste & Orphan Drum Programs
3. Ohio Department of Health – Emergency Response Section
4. Ohio Emergency Management Agency
5. Ohio Department of Natural Resources
6. Ohio Department of Agriculture – Animal or Food Safety Offices
7. Ohio National Guard
8. Ohio Department of Corrections
9. Ohio State Highway Patrol

G. Direct Federal Assistance

Direct federal assistance may be available during certain incidents; however, this applies only to emergency work (debris removal and emergency protective measures) and must meet general FEMA eligibility criteria. Debris activities that are eligible for Direct Federal Assistance include:

1. Debris removal from critical roadways and facilities
2. Debris removal from curbsides or from eligible facilities and hauling to either temporary or permanent sites
3. Identification, design, operation, and closeout of debris management sites
4. Monitoring debris contractor's activities

5. Demolition or removal of disaster damaged structures and facilities in accordance with FEMA regulations and policies

H. Technical Assistance

1. State Technical Assistance is available to local officials for a variety of tasks related to debris planning. The Ohio Environmental Protection Agency, and Ohio Emergency Management Agency, can provide technical assistance in the following areas:

- a. County debris management plan annex
- b. Debris management site plans.
- c. Contract/TDSR checklist.
- d. Documentation aids (ex. Trip tickets)

2. Federal Technical Assistance

- a. Federal technical assistance may be available to provide needed technical knowledge or expertise to accomplish an eligible task. The Federal Emergency Management Agency will then request technical assistance from the appropriate federal agency in the National Planning System. Eligible technical assistance includes:

- 1) Assistance in developing an overall debris management plan
- 2) Assistance in developing Debris Management Site plans
- 3) Assistance in developing of monitoring plans
- 4) Assistance in developing contract guidelines
- 5) Assistance in developing and implementing trip tickets processes

- b. Agencies that may be assigned missions from the Federal Government

- 1) Federal Highway Administration
- 2) United States Department of Agriculture
- 3) Environmental Protection Agency
- 4) United States Army Corps of Engineers
- 5) United States Coast Guard
- 6) Bureau of Indian Affairs

I. Volunteer Organizations

Volunteer organizations may provide assistance for debris removal from private property. There is a wide range of volunteer organizations at the local, state, and federal levels. The following is an incomplete list of organizations:

- a. American Red Cross
- b. Citizen Corps
 - 1) Community Emergency Response Teams
 - 2) Medical Reserve Corps
 - 3) Neighborhood Watch
- c. Catholic Social Services
- d. Salvation Army

- e. Voluntary Organizations Active in Disaster (VOAD)
 - f. Mennonite Services
 - g. Civic Clubs
 - h. Student Organizations
 - i. Church Organizations
2. Please refer to the Shelby County EMA Resource Manual for specific contact information.

IX. PLAN DEVELOPMENT & MAINTENANCE

- A. The Shelby County EMA Director and the Solid Waste Coordinator (in cooperation with the organizations listed in this annex) are responsible for updating this annex based on deficiencies identified through actual events, drills and exercises, and changes in government structure and emergency organizations.
- B. The Shelby County EMA Director will prepare, coordinate, publish and distribute necessary changes and revisions to this annex.

X. AUTHORITIES AND REFERENCES

- A. Authorities
 1. 44 CFR (Code of Federal Regulations) Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments
 2. 44 CFR Part 206, Disaster Assistance (subparts G-L pertain to the Public Assistance Program)
- B. References
 1. Debris Management Guide, FEMA 325, April 1999
 2. Public Assistance Policy Digest, FEMA 321, October 1998
 3. Public Assistance Guide, FEMA 322, October 1999
 4. FEMA Debris Management Course (G202)

XI. ADDENDA

- Appendix 1 – Debris Management Fact Sheet
- Appendix 2 – Sample Mutual Aid Agreement
- Appendix 3 – Sample Right of Entry Agreement
- Appendix 4 – Sample Time & Materials Contract
- Appendix 5 – Sample Lump Sum Contract
- Appendix 6 – Sample Unit Price Contract
- Appendix 7 – Demolition Checklist
- Appendix 8 – TDSR Checklist, Issues, and Layout
- Tab 1 – Debris Calculation Worksheet

XII. AUTHENTICATION

N

Shelby County Solid Waste Coordinator

Date

Shelby County EMA Director

Date

DEBRIS FACT SHEET FOR LOCAL OFFICIALS
Developed by Ohio EPA & Ohio EMA

The information contained within this document is intended to assist local officials responsible for all or a portion of the issues relating to managing debris resulting from a disaster or significant emergency. Removal, reduction, recycling, temporary sites, contracting and disposal data as well as points of contact are included in the following pages.

The Ohio Environmental Protection Agency (EPA) and Ohio Emergency Management Agency (EMA) are two state agencies that have primary response to disasters. Disasters can generate a significant amount of debris and can disrupt local government operations in general. Their roles and day-to-day points of contact are detailed below.

LOCAL GOVERNMENTS

Local Health Departments may be able to provide technical assistance regarding debris management and public health issues. Local health departments may also have primary responsibility during a disaster, in the regulatory oversight for proper management of debris. Of particular concern for public health and safety is the management and proper disposal of debris created by a disaster or by demolition, yard waste, household hazardous waste, food stuffs and spoiled food.

Local Solid Waste Management Districts can help with recycling options and may have resources that could support cleanup efforts. For more information on recycling contact the Department of Natural Resources at www.ohiodnr.com/recycling.

OHIO ENVIRONMENTAL PROTECTION AGENCY

Primary responsibility during a disaster is regulatory oversight for proper management of debris. This is accomplished by providing rule interpretations (regulatory requirements), technical assistance/coordination regarding temporary staging, collection, removal and disposal of debris, and resource lists.

www.epa.state.oh.us/dsiwm

Division of Solid and Infectious Waste Management, Central Office
Phone (614) 644-2621
Fax (614) 728-5315

OHIO EMERGENCY MANAGEMENT AGENCY

Primary responsibility is coordination of state assistance, through County Emergency Management Agency offices, to support the efforts of local officials following disasters and a Governor's Proclamation. The Disaster Recovery Branch administers reimbursement programs for costs associated with local response/recovery actions, including debris operations.

Disaster Recovery Branch
2855 West Dublin Granville Road, Columbus, Ohio 43235
Phone (614) 889-7171 Fax (614) 791-0018

Included within this Debris Management Fact Sheet:

Page 1 - Contact List

Page 2 - Management Options Chart

Page 3 - Temporary Debris Sites

Page 4 - Ohio EPA Resources

Page 5 - Contracting

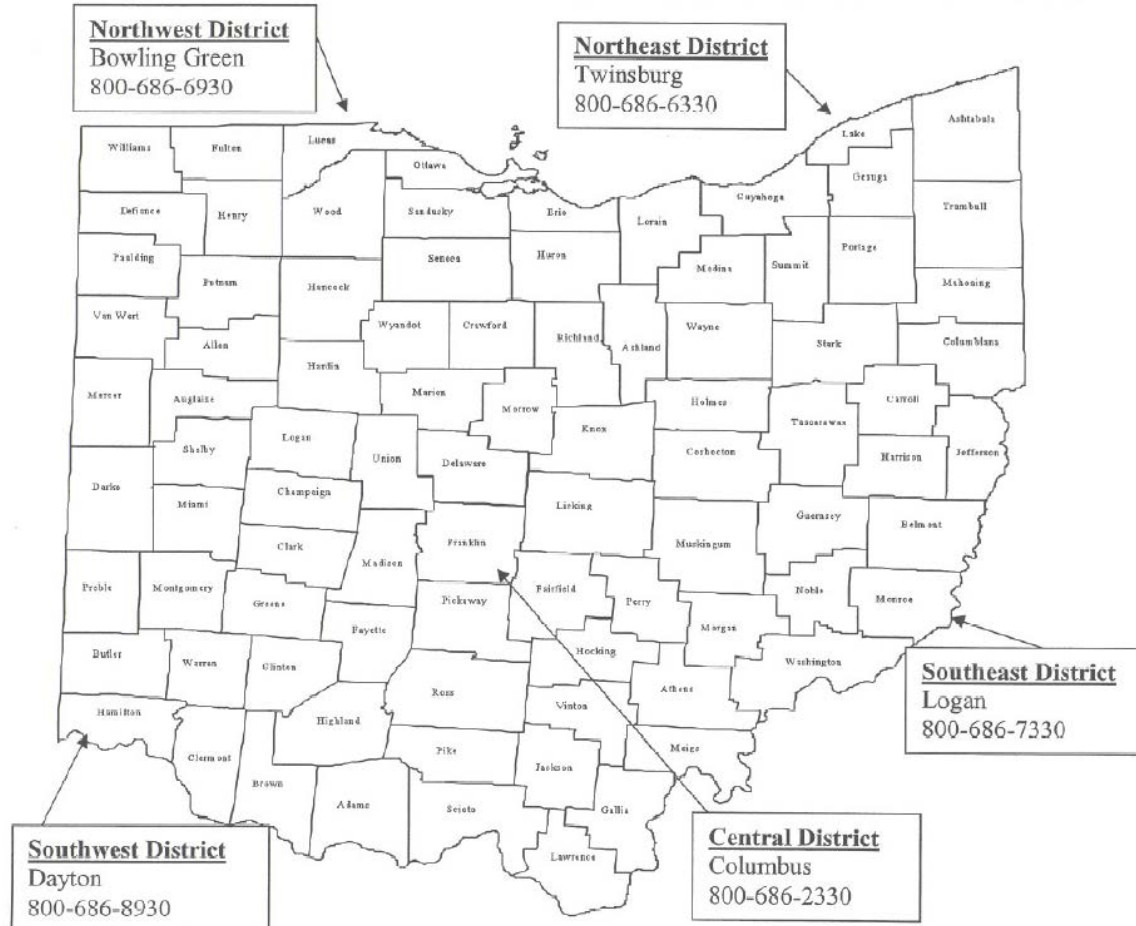
Pages 6-7 - FEMA Eligibility

* The debris means all waste types generated during an event

DEBRIS MANAGEMENT CONTACTS

OHIO ENVIRONMENTAL PROTECTION AGENCY

Div. of Solid/Infectious Waste	(614) 644-2621	Hazardous Waste	(614) 644-2917
Public Drinking Water	(614) 644-2752	Burn Permits	(614) 644-2270
Waste Water Treatment	(614) 644-2001	Chemical Spills	(800) 282-9378



ADDITIONAL CONTACTS

Local Solid Waste Mgmt. District (Recycling)	- See Local Listing	Ohio EMA	(877) 644-6362 (Response and Recovery)
Local Department of Health	- See Local Listing	Ohio Historic Preservation	(614) 298-2000 (Environmental/Historic)
Ohio Department of Health (Private Drinking Water)	(614) 466-1390	Attorney General	(800) 282-0515 (Consumer Protection)
Ohio Department of Agriculture (Dead Animals)	(614) 728-6200	ODNR	(614) 265-6565 (Recycling, Floodplain Mgmt.)
U.S. Corp of Engineer (Regulatory-Great Lakes Division)	(513) 684-3002		

Ohio Environmental Protection Agency Management Options for Disaster Related Wastes

Type of Waste	Description of Waste	Management Options
General Solid Waste (aka Municipal Solid Waste)	<p>food, packaging, clothing, appliances, furniture, machinery, electronic equipment, garbage, plastic, paper, bottles, cans, loose carpeting, paper products, scrap tires, street dirt, dead animals</p> <p>note regarding sand bags used for controlling flood water: the sand may be emptied from the bags and reused; only the bags (if not reused) are considered solid waste and should be disposed of appropriately</p>	<ul style="list-style-type: none"> * MSW Landfills * MSW Transfer Facilities <p>preferred option for general solid wastes: segregate and recycle materials as much as possible to reduce disposal costs</p> <p>scrap tires: take to tire recovery/recycling facility or tire monofill</p> <p>dead animals: bury, burn, or render per Dept. of Agriculture guidelines or take to MSW Landfill</p>
Agricultural Waste/ Vegetative Waste (aka solid waste)	<p>vegetative or woody waste, tree limbs, brush, shrubs (does not include buildings, dead animals, or vehicles)</p>	<ul style="list-style-type: none"> * MSW Landfills * MSW Transfer Facilities * Composting Facilities * Controlled Burning (For individuals in declared disaster areas only; local governments must contact local Ohio EPA District Office to receive approval to use air curtain destructors.) <p>preferred option: drying, chipping, grinding, mulching for reuse</p>
Construction & Demolition Debris (C&DD)	<p>brick, stone, mortar, asphalt, lumber, wallboard, glass, roofing, metal, piping, fixtures, electrical wiring, heating equipment, insulation, carpeting attached to structures, railroad ties, utility poles, mobile homes</p> <p>clean, hard fill: C&DD which consists only of reinforced or non-reinforced concrete, asphalt concrete, brick, block, tile, and/or stone which can be reused as construction or fill material</p>	<ul style="list-style-type: none"> * C&DD Landfills * MSW Landfills * MSW Transfer Facilities <p>preferred option: segregate and reuse clean, hard fill as much as possible to reduce disposal costs</p> <p>mobile homes: can take to a salvage company or C&DD Landfill</p>
Infectious Waste	<p>sharps (needles, medical related glass, etc), syringes, blood-containing items such as tubing, clothing, bandages, etc.</p>	<p>Contact Local Health Department or Ohio EPA District Offices for guidance.</p>
Hazardous Waste	<p>flammable materials (fuels, gasoline, kerosene, propane tanks, oxygen bottles, etc.), explosives, batteries, common household chemicals, industrial and agricultural chemicals, cleaners, solvents, fertilizers, etc.</p>	<p>Segregate (where practical) and dispose at an approved Hazardous Waste Facility. Contact Ohio EPA District Offices for guidance.</p>

Variances/Exemptions: All regulated disposal facilities in Ohio have operational requirements/restrictions regarding the types and volume of waste that can be accepted for disposal. During emergency events, a facility may seek authorization from the Director of the Ohio EPA to temporarily accept different waste streams or an increased volume of waste. Before taking disaster-related debris to a disposal facility, please make sure that the facility may accept the material.

Stream Cleanup Activities: Prior to removing debris from streams/waterways, please make sure you have the appropriate authorizations, if necessary (e.g., permits from COE and/or Ohio EPA, permission from private property owners, etc.). Once debris is removed from the streams/waterways, segregate the debris as much as practical, and manage according to the options outlined above.

TEMPORARY DEBRIS SITES

SITE EVALUATION

Site Ownership:

Use public lands to avoid costly leases and trespassing allegations. Use private land only if public sites are unavailable.

Site Location:

Consider impact of noise, dust and traffic;
Consider pre-existing site conditions;
Look for good ingress/egress at site(s);
Consider impact on ground water;

Consider site size based on:

Expected volume of debris to be collected;
Planned volume reduction methods;

Avoid environmentally sensitive areas, such as:

Wetlands;
Rare and critical animals or plant species;
Well fields and surface water supplies;
Historical/archaeological sites;
Sites near residential areas, schools, churches, hospitals and other sensitive are
Perform recordation of site chosen (pictures, videos).

Site Operations:

Use portable containers;
Separate types of waste as operations continue;
Monitor site at all times;
Perform on-going volume reduction (on site or removal for disposal/reduction);
Provide nuisance management (dust, noise, etc.);
Provide vector controls (rats, insects, etc.);
Provide special handling for hazardous materials;
Provide security (limit access);
Ensure appropriate equipment is available for site operations.

Site Closeout:

Remove all remaining debris to authorized locations;
Restore site to pre-use condition;
Perform recordation of site (pictures, videos).

CONTRACTING

CONTRACTING OFFICE RESPONSIBILITIES

1. Determine the type of contracting needed to satisfy specific debris clearance, removal and disposal requirements of an unusual and compelling urgency.
2. Determine if any purchasing and contracting requirements are waived as a result of the disaster and subsequent declarations of emergency (See Ohio Revised Code 125.023).
3. Solicit bids, evaluate offers, award contracts, issue notices to proceed with all contract assignments.
4. Supervise the full acquisition process for service and supply contracts and the oversight of contract actions to ensure conformance to regulatory requirements.
5. Coordinate with the local Dept. of Public Works and Dept. of Solid Waste Management staffs and consult with legal counsel. The contracting office must take care to avoid the solicitation of assistance from the general public and giving the impression that compensation will be provided for such assistance. In general, this would be considered as volunteer actions. In addition, there are a number of other issues involved with such a solicitation, including licensing, bonding, insurance, the potential for the communities to incur liability in the event of injury or death, supervision and certification of work done.

TYPES OF DEBRIS CONTRACTS

1. Time and Materials Contracts may be used for short periods of time immediately after the disaster to mobilize contractors for emergency removal efforts. They must have a dollar ceiling or a not-to-exceed limit for hours (or both), and should be terminated immediately when this limit is reached. The contract should state that (a) the price for equipment applies only when equipment is operating, (b) the hourly rate includes operator, fuel, maintenance, and repair, (c) the community reserves the right to terminate the contract at its convenience, and (d) the community does not guarantee a minimum number of hours.
2. Unit Price Contracts are based on weights (tons) or volume (cubic yards) of debris hauled, and should be used when the scope of work is not well defined. They require close monitoring of pick-up, hauling and dumping to ensure that quantities are accurate. Unit price contracts may be complicated by the need to segregate debris for disposal.
3. Lump Sum Contracts establish the total contract price using a one-item bid from the contractor. They should be used only when the scope of work is clearly defined, with areas of work and quantities of material clearly identified. Lump sum contracts can be defined in one of two ways: Area Method where the scope of work is based on a one-time clearance of a specified area; and Pass Method where the scope of work is based on a certain number of passes through a specified area, such as a given distance along a right-of-way.

CONTRACT MONITORING

The debris staff member should monitor the contractor's activities to ensure satisfactory performance. Monitoring includes: verification that all debris picked up is from public property or right-of-way and is a direct result of the disaster; measurement and inspection of trucks to ensure they are fully loaded; on-site inspection of pick-up areas, debris traffic routes, temporary storage sites, and disposal areas; verification that the contractor is working in its assigned contract areas; verification that all debris reduction and disposal sites have access control and security.

Please see the Ohio Revised Code, Sections 125.023 307.86-.92, 153.54, 153.57, 2921.01 and 2921.42 and supplementary rules and local ordinances for additional information pertaining to competitive bidding.

FEMA ELIGIBILITY

Under a Presidential disaster declaration for the State of Ohio, the Federal Emergency Management Agency (FEMA) may provide assistance to state and local governments for costs associated with debris removal operations. (Debris removal operations include collection, pickup, hauling, and disposal at a temporary site, segregation, reduction, and final disposal.) This document provides information on the eligibility of debris removal operations for Public Assistance funding.

Public / Private Insurance Coverage: FEMA requires that any and all insurance coverage is invoked and claimed prior to consideration for state or federal reimbursement of expenses. All entities are required to notify their insurance company and determine coverage immediately following an event. Deductibles and expenses over \$1,000 that are not covered by insurance may be reimbursable.

General Work Eligibility: Determination of eligibility is a FEMA responsibility. Removal and disposal of debris that is a result of the disaster, and is on public property, is eligible for Federal assistance. Public property includes roads, streets, and publicly-owned facilities. Removal of debris from parks and recreation areas is eligible when it affects public health and safety or limits the use of those facilities.

Debris Removal from Private Property: Costs incurred by local governments to remove debris from private property may be reimbursed by FEMA if it is pre-approved by the Federal Disaster Recovery Manager, is a public health and safety hazard, and if the work is performed by an eligible applicant, such as a municipal or county government. The cost of debris removal by private individuals is not eligible under the Public Assistance Program; however, within a specific time period, a private property owner may move disaster-related debris to the curbside for pick-up by an eligible applicant. That time period will be established by FEMA in coordination with the state and local government. (The cost of picking up reconstruction debris is not eligible for FEMA reimbursement.)

Eligible Costs: If an applicant uses force account (their own) personnel and equipment, the cost of the equipment and overtime costs for personnel are eligible for federal funding. If an applicant chooses to award a contract(s) for debris operations, the costs of the contracts are also eligible for federal funding. Applicants should exercise judicious care in contracting for debris operations, since by law, FEMA is authorized only to assist with reasonable costs. Reasonable costs are those that are fair and equitable for the type of work performed in the affected area. If desired, FEMA staff will provide technical assistance on this subject prior to contract award.

Use of Contractors: If an applicant decides to award contracts for debris removal, FEMA advises the following:

- . Do not allow contractors to make eligibility determinations; they have no authority to do so;
- . Utilize pre-negotiated contracts, if available;
- . Consider using qualified local contractors because of their familiarity with the area;
- . Request copies of references, licenses and financial records from unknown contractors;
- . Document procedures used to obtain contractors;
- . Do not accept contractor-provided contracts without close review. FEMA can provide technical assistance on contracts and contract procedures, if requested to do so by local officials.

FEMA does not recommend, pre-approve, or certify any debris contractor. FEMA does not certify or credential personnel other than official employees and Technical Assistance Contract personnel assigned to the disaster by FEMA. Only FEMA has the authority to make eligibility determinations.

Ineligible contracts: FEMA will not provide funding for cost-plus-percentage of cost contracts, contracts contingent upon receipt of state or federal disaster assistance funding, or contracts awarded to debarred contractors.

Documentation: To ensure that processing of federal funding is done as quickly as possible, applicants should keep the following information: debris estimates, procurement information (bid requests, bid tabulations, etc.), contracts, invoices, and monitoring information (load tickets, scale records). If an applicant does debris removal, the payroll and equipment hours must be kept. All records should be maintained in the manner prescribed by the local government with consideration of state and federal record retention guidelines.

Federal Assistance: FEMA and the state may provide technical assistance with planning, carrying out and monitoring of debris removal operations. If disaster-related debris removal and disposal operations are beyond the capability of the state and local governments to perform or contract for the work, the state may request direct federal assistance. In such instances, FEMA will give the US. Army Corps of Engineers a mission assignment to prepare, execute, and monitor contracts for debris operations. Applicants in need of technical assistance should contact the State Public Assistance Office, Ohio EMA, by calling (614) 799-3665.

Ohio Environmental Protection Agency Resources

1. Master Facilities List (licensed in Ohio)
2. Registered Composting Facilities (Ohio)
3. Registered Infectious Waste Transporters (Ohio)
4. Registered Scrap Tire Transporters (Ohio)
5. Emergency Response Contractors
6. Solid Waste Management District Contacts
7. Orphan Drum Program - DERR
8. Ohio EPA Contact List/District Jurisdictions Map
9. Open Burning Regulations – DAPC

Contact the appropriate Ohio EPA division for copies of the above publications or visit the Ohio EPA website at www.epa.state.oh.us

# 1-4, 6 & 8	Division of Solid and Infectious Waste Mgmt.	(614) 644-2621
#5&7	Division of Emergency & Remedial Response	(614) 644-2924
#9	Division of Air Pollution Control	(614) 644-2270

Sample Mutual Aid Agreement

THIS AGREEMENT, entered into this ___ day of _____ by the participating parties hereto:

WHEREAS, each of the parties hereto desires to furnish mutual aid to each other in the event of a disaster, for which neither party might have sufficient equipment or personnel to cope, and,

WHEREAS, such a mutual aid agreement is authorized by (Site Statutory Agency).

NOW THEREFORE, the parties do mutually agree as follows:

ARTICLE I - TERM

This agreement shall commence at 12:01 a.m. on _____, and continue through _____, subject to the right of each party to terminate sooner as provided herein.

ARTICLE II - SERVICES

In the event of a disaster that requires aid of equipment and personnel beyond that which each party is able to provide for itself, all parties hereto agree that at the request of any party Hereto the others will loan such equipment and personnel as the respective officials of the lending jurisdiction, in their discretion, shall determine can be reasonably spared at the time without placing their own community in jeopardy.

Since time is of the essence during emergencies as herein referred to, the authority to dispatch equipment and personnel or call for in accordance with the terms and conditions of this agreement shall be delegated specifically to the chief official or acting chief official of the parties hereto.

The lending party shall be responsible for the delivery of said equipment and personnel to the location specified by requesting party.

Upon arrival at said location, the officer in charge of the said equipment and personnel shall report to the officer in charge at the location of the disaster, who shall assume full charge of all operations at a disaster or emergency location.

All equipment and personnel loaned hereunder shall be returned upon demand of the lending party or when released by the requesting party upon the cessation of the emergency.

ARTICLE III - PAYMENT

No charge shall be assessed for services rendered by any party hereto.

ARTICLE IV - WAIVER OF CLAIMS

Each party hereto hereby waives all claims against the other for compensation for any loss, damage, personal injury, or death occurring in consequence of the performance of either party, their agents, or employees hereunder.

ARTICLE V- TERMINATION

This Agreement may be terminated by either party upon at least thirty days prior written notice to the other.

ARTICLE VI - INTEGRATION

This Agreement contains the entire understanding between the parties, and there are no understandings or representations not set fourth or incorporated by reference herein. No subsequent modifications of this Agreement shall be of any force or effect unless in writing signed by the parties.

ARTICLE VII - COMPLIANCE WITH LAWS

In the performance of this Agreement, each party shall comply with all applicable Federal, State, and Local laws, rules, and regulations.

ARTICLE VIII - SIGNATURES OF AGREEING OFFICIALS

Official

Official

Official

Official

Sample Right of Entry Agreement

I/We _____, the owner(s) of the property commonly
Identified as _____,
(Street) (City/town)
_____, State of Ohio
(Township) (County)

do hereby grant and give freely and without coercion, the right of access and entry to said property in the County/City of _____, its agencies, contractors, and subcontractors thereof, for the purpose of removing and clearing any or all storm-generated debris of whatever nature from the above described property.

It is fully understood that this permit is not an obligation to perform debris clearance. The undersigned agrees and warrants to hold-harmless the City/County of _____, State of Ohio, its agencies, contractors, and subcontractors, for damage of any type, whatsoever, either to the above described property or persons situated thereon and hereby release, discharge, and waive any action, either legal or equitable that might arise out of any activities on the above described property. The property owner(s) will mark any storm damaged sewer lines, water lines, and other utility lines located on the described.

I/We (have____, have not____) (will____, will not____) receive any compensation for debris removal from any other sources including Small Business Administration, National Resource Conservation Service, private insurance, individual and family grant program or any other public assistance program. I will report for this property any insurance settlements to me or my family for debris removal that has been performed at government expense. For the considerations and purposes set forth herein, I set my hand this____day of _____, 20____.

Witness

Owner

Owner Telephone Number and Address

Sample Time and Materials Contract

ARTICLE 1:
Agreement Between Parties

This contract is entered into on this _____ day of _____, 20____, by and between the city/county of _____, hereinafter called the ENTITY and _____, hereinafter called the CONTRACTOR.

ARTICLE 2:
Scope of Work

This contract is issued pursuant to the Solicitation and Procurement on _____, 20____, for the removal of debris caused by the sudden natural or man-made disaster of _____ to _____, 20____. It is the intent of this contract to provide equipment and manpower to remove all hazards to life and property in the affected communities. Clean up, demolition, and removal will be limited to 1) that which is determined to be in the interest of public safety and 2) that which is considered essential to the economic recovery of the affected area.

ARTICLE 3:
Schedule of Work

Time is of the essence for this debris removal contract.

Notice to proceed with Work: The work under this contract will commence on _____, 20____. The equipment shall be used for (recommended not to exceed 70) hours, unless the ENTITY initiates additions or deletions by written change order. Based upon unit prices of equipment and labor, no minimum or maximum number of hours is guaranteed.

ARTICLE 4:
Contract Price

The hourly rates for performing the work stipulated in the contract, documents, which have been transposed from the low bidder's bid schedule, are as follows:

Equipment/Machine/Operator	Mobilization/Demobilization Cost	Hourly Rate
----------------------------	----------------------------------	-------------

Manufacturer, Model, and Total unit rate shall be given which includes maintenance, fuel, overhead, profit, and other associated cost with the equipment.

Estimated Cost per unit of material. Only actual invoice amounts will be paid.

Labor man-hours shall include protective clothing, fringe benefits, hand tools, supervision, transportation, and any other costs.

ARTICLE 5:
Payment

The ENTITY shall pay the Contractor for mobilization and demobilization if the Notice to Proceed is issued and will pay for only the Time that the equipment and manpower is actually being used in accomplishing the work. The Contractor shall be paid within ____ days of the receipt of a pay estimate and verification of work by the inspector.

ARTICLE 6:
Claims

Not Applicable

ARTICLE 7:
Contractor's Obligations

The Contractor shall supervise accomplishment of the work effort directed by labor and proper equipment for all tasks. Safety of the Contractor's personnel and equipment is the responsibility of the Contractor. Additionally, the Contractor shall pay for all materials, personnel, liability insurance, taxes, and fees necessary to perform under the terms of the contract.

Caution and care must be exercised by the Contractor not to cause any additional damage to sidewalks, roads, buildings, and other permanent fixtures.

ARTICLE 8:
Insurance and Bonds

The Entity's representative(s) shall furnish all information necessary for commencement of the Work and direct the Work effort. Costs of construction permits, disposal sites and authority approvals will be home borne by the Entity. A representative will be designated by the Entity for inspection the work and answering any on-site questions. This representative shall furnish the Contract daily inspection reports including work accomplished and certification of hours worked.

The Entity shall designate the public and private property areas where the work is to be performed. Copies of complete "Right of Entry" forms, where they are required by State or local law for private property shall be furnished to the contractor by the Entity. The Entity shall hold-harmless and indemnify the Contractor and his employees against any liability for any and all claims, suits, judgments, and awards alleged to have been caused by services rendered under this contract for disaster relief work unless such claims are the result of negligence on the part of the Contractor.

The Entity will terminate the contract for failure to perform or default by the Contractor.

ARTICLE 9:
Insurance and Bonds

The Contractor shall furnish proof of Worker's Compensation Coverage, Automobile Liability Coverage, and Comprehensive General Liability Insurance (Premises-Operations, Personnel Injury, etc, as deemed necessary by the Entity).

Surety: The Contractor shall deliver so the Entity fully executed Performance and Payment Bonds in the amount of 100% of the contract amount, if required by the specifications, general or special conditions of the contract. The Entity will reimburse the Contractor for the costs of the bonds, the costs of which will be included in the base bid.

ARTICLE 10:
Contractor Qualifications

The Contractor must be duly licensed in the State per statutory requirements.

THIS CONTRACT IS DULY SIGNED BY ALL PARTIES HERETO:

Entity (County, City, Village, Township)

By _____ Seal
Principal of the firm

by _____ Seal
Contractor

Address _____

City & State _____

Sample Lump Sum Contract for Debris Removal

ARTICLE 1:
Agreement Between Parties

This contract is made and entered into on this ___day of _____, 20____, by and between the city/county of _____, hereinafter called the ENTITY and _____, herein after called the CONTRACTOR.

ARTICLE 2:
Scope of Work

This contract is issued pursuant to the Solicitation and Procurement on _____, 20_, for the removal of debris caused by the sudden natural or manmade disaster of _____ to _____, 20____. It is the intent of this contract to provide equipment and manpower to remove all hazards to life and property in the affected communities. Clean up, demolition, and removal will be limited to 1) that which is determined to be in the interest of public safety and 2) that which is considered essential to the economic recovery of the affected area.

ARTICLE 3:
Schedule of Work

Time is of the essence for this debris removal contract.
Notice to proceed with the Work: The Work under this contract will commence on _____, 20____. Maximum allowable time for completion will be _____ calendar days, unless the Entity initiates additions or deletions by written change order. If the Contractor does not complete Work within the allotted time, liquidated damages will be assessed in the amount of _____ per day.

ARTICLE 4:
Contract Price

The lump sum price for performing the work stipulated in the contract document is.
\$_____.

ARTICLE 5:
Payment

The Contractor shall submit certified pay requests for completed work. The Entity shall have 10 Calendar Days to approve or disapprove the pay request. The Entity shall pay the Contractor for his/her performance under the contract within __ days of approval of the pay estimate. On contracts over 30 days in duration, the Entity shall pay the Contractor a pro-rata percentage of the contract amount on a monthly basis, based on the amount of work completed and approved in that month. The Entity will remunerate the Contractor within 30 days of the approved application for payment, after which interest will be added at a rate of _____ on each payment. Retainer shall be released upon substantial completion of the work.

Funding for this contract is authorized pursuant to Public Law of the State of Ohio,

And _____
(Local Statute or Ordinance)

ARTICLE 6:
Change Orders

If the scope of work is changed by the Entity, the change in price and contract time will be promptly negotiated by the parties, prior to commencement of work.

ARTICLE 7:
Contractor's Obligations

The Contractor shall supervise and direct the Work, using skillful labor and proper equipment for all tasks. Safety of the Contractor's personnel and equipment is the responsibility of the Contractor. Additionally, the Contractor shall pay for all materials, equipment, personnel, taxes, and fees necessary to perform under the terms of the contract.

Any unusual, concealed, or changed conditions are to be immediately reported to the Entity. The Contractor shall be responsible for the protection of existing utilities, sidewalks, roads, building, and other permanent fixtures. Any unnecessary damage will be repaired at the Contractor's expense.

ARTICLE 8:
Entity's Obligations

The Entity's representative(s) shall furnish all information, documents, and utility locations, necessary for commencement of Work. Costs of construction permits and authority approvals will be borne by the Entity. A representative will be designated by the Entity for inspecting the work and answering on-site questions.

The Entity shall designate the public and private property areas where the disaster mitigation work is to be performed. Copies of complete "Right of Entry" forms, where they are required by the State and local law for private property, shall be furnished to the Contractor by the Entity. The Entity shall hold harmless and indemnify the Contractor judgments and awards alleged to have been caused by services rendered under this contract for disaster relief work unless such claims are caused by the gross negligence of the Contractor, his subcontractors or his employees.

ARTICLE 9:
Claims

If the Contractor wishes to make a claim for additional compensation, for work or materials is not clearly covered in the contract, or not ordered by the Entity as a modification to the contract, he/she shall notify the Entity in writing. The Contractor and the Entity will negotiate the amount of adjustment promptly; however, if no agreement is reached, a binding settlement will be determined by a third party acceptable to both Entity and Contractor under the sections of applicable State law.

ARTICLE 10:
Insurance and Bonds

The contractor shall furnish proof of Worker's Compensation Coverage, Automobile Liability Coverage, and Comprehensive General Liability Insurance (Premises-Operations, Personal injury, etc. as deemed necessary by the Entity).

Surety: The Contractor shall deliver to the Entity fully executed Performance and Payment Bonds in the amount 100% of the contract amount, if required by the specifications, or general or special conditions of the contract. The Entity will reimburse the Contractor for the costs of the bonds, the cost of which will be included in the base bid.

ARTICLE 11:
Contractor Qualifications

The Contractor must be duly licensed in the State per statutory requirements.

THIS CONTRACT IS DULY SIGNED BY ALL PARTIES HERETO:

By _____ Seal
Contractor

Address _____

City & State _____

Entity (County, City, Village, Township)

By _____ Seal
Principal of the Firm

Sample Unit Price Contract for Debris Removal

ARTICLE 1:

Agreement Between Parties

This contract is made and entered into on this the _____, 20____, by and between the county of _____, hereinafter called the ENTITY and _____, hereinafter called the CONTRACTOR.

ARTICLE 2:

Scope of Work

This contract is issued pursuant to the Solicitation and Procurement on _____, 20____, for the removal of debris caused by the sudden natural or man-made-disaster of _____ to _____, 20____. It is the intent of this contract to provide equipment and manpower to remove all hazards to life and property in the affected communities. Clean up, demolition, and removal will be limited to 1) that which is determined to be in the interest of public safety and 2) that which is considered essential to the economic recovery of the affected area.

ARTICLE 3:

Schedule of Work

Time is of the essence for this debris removal contract.

Notice to proceed with the Work: The work under this contract will commence on _____, 20____. Maximum allowable time for the completion will be _____ Calendar days unless the Entity initiates additions or deletions by written charge order. Subsequent changes in cost and completion time will be equitably negotiated by both pursuant to applicable State law. Liquidated damages shall be assessed at \$ _____/calendar day for any days over the approved contract amount.

ARTICLE 4:

Contract Price

The unit prices for performing the work stipulated in the contract documents, which have been transposed from the low bidder's bid schedule are as follows:

Quantity	Unit of Measure Description	Unit Cost	Total
		Subtotal _____	
		Cost of Bond _____	
		Grand Total _____	

*Debris shall be classified as one of the following units: cubic yards, each, square foot, linear foot, gallon, or an approved unit measure applicable to the specific material to be removed.

ARTICLE 5:

Payment

The Contractor shall submit certified pay request for completed work. The Entity shall have 10 calendar days to approve or disapprove the pay request. The Entity shall pay the Contractor for his performance under the contract within 20 days of approval of the pay estimate. On contracts over 30 days in duration, the Entity shall pay the Contractor a pro-rata percentage of the contract amount on a monthly basis based on the amount of work completed and approved in the month. The Entity will remunerate the Contractor within 30 days of the approved application for payment. After which interest will be added at a rate of _____ per annum. Payments shall be subject to a retainage of _____ on each payment. Retainage shall be released upon substantial completion of the work.

Funding for this contract is authorized pursuant to Public Law of the State of Ohio, _____, and _____, local statute or ordinance.

ARTICLE 6:

Claims

If the Contractor wishes to make a claim for additional compensation, for work or materials not clearly covered in the contract, or not ordered by the Entity as a modification to the contract. He/she shall notify the Entity in writing. The Contractor and the Entity will negotiate the amount of adjustment promptly; however, if no agreement is reached a binding settlement will be determined by a third party acceptable to both Entity and Contractor under the auspices of applicable State law.

ARTICLE 7:

Contractors Obligations

The Contractor shall supervise and direct the Work, using skillful labor and proper equipment for all tasks. Safety of the Contractor's personnel and equipment is the responsibility of the Contractor. Additionally, the Contractor shall pay for all materials, equipment, personnel, taxes, and fees necessary to perform under the terms of the contract.

Any unusual, concealed, or changed conditions are to be immediately reported to the Entity. The Contractor shall be responsible for the protection of existing utilities, sidewalks, roads, buildings, and other permanent fixtures. Any unnecessary damage will be repaired at the Contractor's expense.

ARTICLE 8:

Entity's Obligations

The Entity's representative(s) shall furnish all information, documents, and utility locations for necessary for commencement of Work. Costs of construction permits and authority approvals will be borne by the Entity. A representative will be designated by the Entity for inspecting the work and answering and on-site questions.

The Entity shall designate the public and private property areas where the disaster mitigation work is to be performed. Copies of "Right of Entry" forms, as required by State laws for private property, shall be furnished to the Contractor by the Entity. The Entity shall hold harmless and indemnify the Contractor

judgments and awards alleged to have been caused by services rendered under this contract for disaster relief work unless such claims are caused by the gross negligence of the Contractor, his/her subcontractors, or his/her employees.

The Entity will terminate this contract for failure to perform as specified, or for default by the Contractor.

ARTICLE 9:
Insurance and Bonds

The contractor shall furnish proof of Worker's Compensation Coverage, Automobile Liability Coverage, and Comprehensive General Liability Insurance (Premises-Operations, Personal Injury, etc...as deemed necessary by the Entity).

Surety: The contractor shall deliver to the Entity fully executed Performance and Payment Bonds in the amount of 100% of the contract amount, if required by the specifications, or general or special conditions of the contract. The Entity will reimburse the Contractor for the costs of the bonds, the cost of which will be included in the base bid.

ARTICLE 10:
Contractor Qualifications

The contractor must be fully licensed in the State of Ohio.

THIS CONTRACT IS DULY SIGNED BY ALL PARTIES HERETO:

by _____ Seal

Contractor

Address _____

City, State _____

Entity (City, County, Township, Village, etc.)

by _____ Seal

Principal of the firm

Demolition Checklist

Local Responsibilities Checklist

The following checklist identifies key tasks that local officials should address before a structure is approved for demolition. To expedite the overall effort, many of the tasks can be conducted concurrently.

- _____ Provide copies of all ordinances that authorize the local officials to condemn privately owned structures. The authority to condemn privately owned structures would probably have to be accomplished by an ordinance other than one designed or enacted for the demolition of publicly owned structures.
- _____ The local officials should coordinate all lands, easements, and rights of way necessary for accomplishing the approved work.
- _____ Implement laws that reduce the time it takes to go from condemnation to demolition.
- _____ Provide copies of all applicable permits required for demolition of subject structure(s).
- _____ Provide copies of pertinent temporary well capping standards.
- _____ Coordinate all pertinent site inspections with local, State, and Federal inspection team(s).
- _____ Identify household hazardous waste materials prior to demolition.
- _____ Notify the owner/and or renter of any and all site inspections.
- _____ Verify that all personal property has been removed from public and/or structure(s).
- _____ Immediately prior to demolition, verify that the building is unoccupied.
- _____ Ensure that the property is properly posted.
- _____ Provide a clear, concise and accurate property description and demolition verification.
- _____ Include a Public Health official on the demolition inspection team.
- _____ The inspection not only should evaluate the structural integrity of the building, but also must demonstrate "imminent and impending peril" to public health and safety.
- _____ Segregate all household hazardous waste materials to a permitted facility prior to building demolition.
- _____ Provide photographs of the property and verify the address. Provide additional photographs of the property take immediately prior to and following demolition.

Private Property Utilities Checklist

The following checklist identifies key tasks that local officials should address before the structure is approved for demolition. To expedite the overall effort, many of the tasks can be conducted concurrently.

- _____ Locate, mark, turn off, and disconnect all water and sewer lines.
- _____ Locate, mark, turn off, and disconnect electrical, telephone, and cable television services.
- _____ Provide executed right of entry agreements that have been signed by the owner and by renter, if rented. Right of entry should indicate any known owner intent to rebuild to ensure foundation and utilities are not damaged.
- _____ Use radio, public meetings, and newspaper ads to give notice to property owners and their renters to remove personal property in advance of demolition.
- _____ Document the name of the owner on the title, the complete address, and legal description of the property, and the source of this information. Document name of renter, if available.
- _____ Ensure property will be vacated by demolition date.
- _____ Provide written notice to property owners that clearly and completely describe the structures designated for demolition. Additionally, provide a list that also identifies related structures, trees, shrubs, fences, and other items to remain on the respective property.
- _____ Notify mortgagor of record.
- _____ Provide the property owner the opportunity to participate in decision on whether the property can be repaired.
- _____ Determine the existence and amount of insurance on the property prior to demolition.
- _____ Specify procedures to determine when cleanup of the property is completed.

TDSR Checklist, Issues, and Layout

Temporary Debris Storage and Reduction (TDSR) Site Closeout Checklist

The following is a recommended TDSR site closeout checklist.

- _____ Site Number and Location
- _____ Date closure complete
- _____ Household Hazardous Waste removed
- _____ Contractor equipment removed
- _____ Contractor petroleum and other toxic spills cleaned up
- _____ Ash piles removed
- _____ Compare baseline information of the temporary site conditions after the contractor vacates the site.

TDSR Closeout Issues

Environmental Restoration Stockpiled debris will be a mix of woody vegetation, construction material, household items, and yard waste. Household hazardous waste and medical wastes should be segregated and removed prior to being stockpiled. Activities done at the temporary debris storage and reduction site will include stockpiling, sorting, recycling, incineration, grinding, and chipping. Incineration operations will occur in air curtain pits and only woody debris will be incinerated. Due to operations occurring contamination from petroleum spills or runoff from incineration and debris piles may occur. Therefore close monitoring of the environmental conditions is a coordinated effort.

Site Remediation During the debris removal process and after the material is removed from the debris site; environmental monitoring will need to be conducted. This is to ensure no long-term environmental effects occur. Environmental monitoring is needed for the following areas:

Ash- Monitoring consists of chemical testing to determine suitability of material for landfill placement.

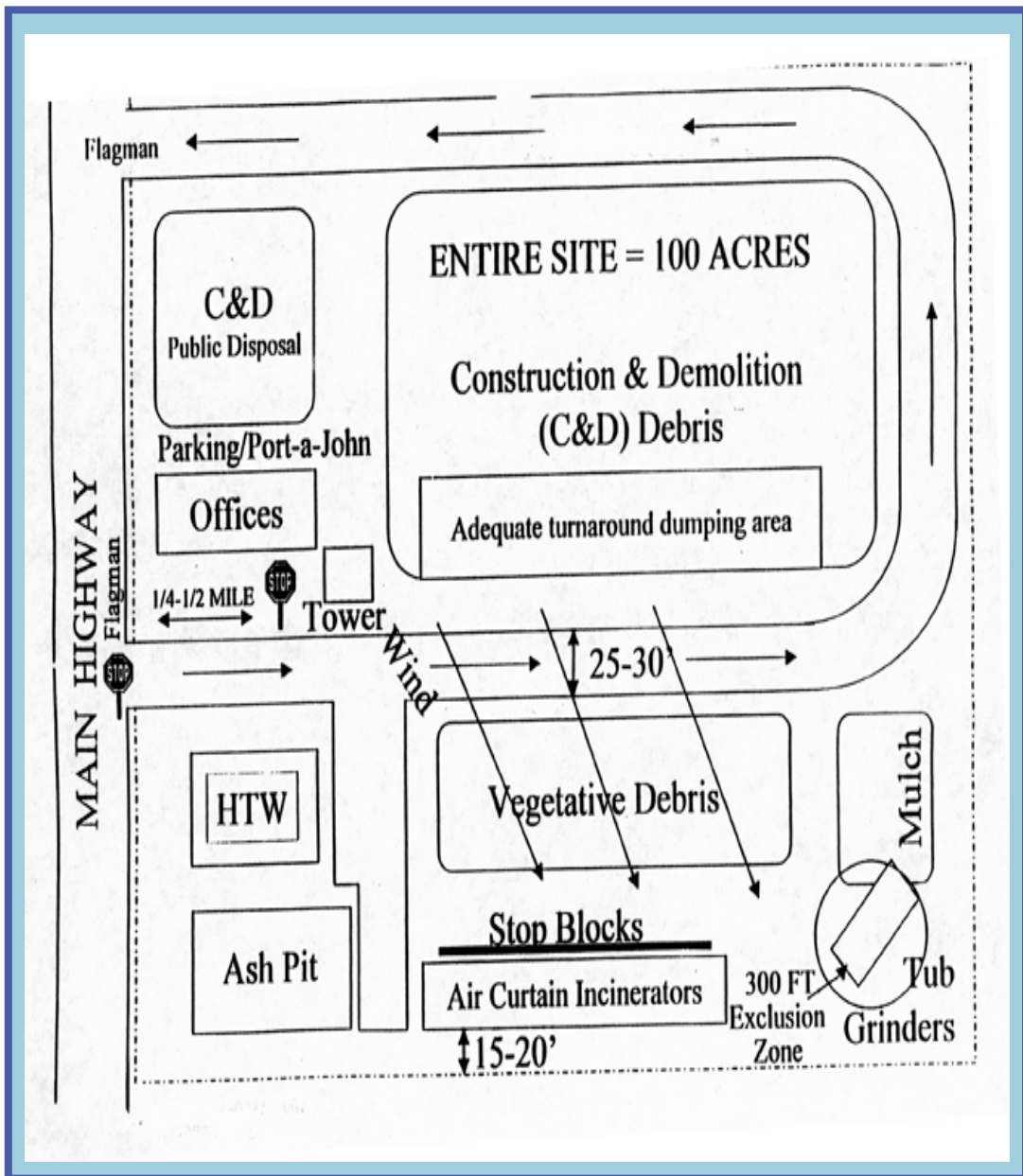
Soils- Monitoring consists of using portable meters to determine if soils are contaminated by volatile hydrocarbons. Contractors do monitoring if there has been a determination that chemicals such as oil or diesel has spilled on site.

Groundwater- Monitoring is done on selected sites to determine effects of rainfall leaching (leaking) through ash areas or stockpile areas.

Develop a checklist for site close out procedures. A sample checklist is included in this document.

Sample TDSR Layout

The following is a sample layout for a Temporary Debris Storage & Reduction Site.



Damage Class	Quantity	CY of Debris Ea.	Total Debris
Mobile Home (25-30 CY Each)			
Destroyed		30	0
Major		20	0
Minor		10	0
Affected		5	0
SubTotal	0		0
Single Family w/o Basement (25-30 CY Each)			
Destroyed		30	0
Major		20	0
Minor		10	0
Affected		5	0
SubTotal	0		0
Single Family w/ Basement (45-50 CY Each)			
Destroyed		30	0
Major		20	0
Minor		10	0
Affected		5	0
SubTotal	0		0
Multiple Family w/o Basement (55-60 CY Each)			
Destroyed		60	0
Major		40	0
Minor		20	0
Affected		0	0
SubTotal	0		0
Other			
Double Storage Units (10X10)		30	0
Single Storage Units (5X10)		15	0
Inaccessible		20	0
SubTotal	0		0
Total	0		0

Per FM 5-412:

For 5T Dump, 42.00 Hrs per 1000CY (Based on 15Min Turnaround)

So 5T Dump, 168 Hrs (4*42.00 Hrs) per 1000CY (Based on 60 Min Turnaround)

(4945/1000) CY * 168 Hrs/1000 CY = 0

For 10 Trucks per day* 8 Hrs per Truck per day 0

Notes: