

# Debris Management Plan

**December 2022**  
**v1.1**



## APPROVAL

This Debris Management Plan addresses Hamilton County's planned response to extraordinary disaster situations associated with all hazards such as natural disasters, technological accidents and human-caused incidents that generate large quantities of debris. It is the principal guide for coordinating debris management efforts involving demolition, clearance, removal, transport, storage, segregation, reduction, reuse, recycling, and disposal. Effective debris management assists in mitigating threats to the health, safety, and property of the public. It also aids in short-term recovery operations for county agencies and departments. It is intended to facilitate multiagency and multi-jurisdictional coordination, particularly among local, state, and federal agencies in emergency management, and establish a framework for an effective system of debris management.

This plan was developed using generally accepted emergency management principles and practices. Incorporated are planning elements derived from Federal Emergency Management Agency and Ohio Emergency Management Agency planning documents. Minor modifications to this plan may be made under the direction of the Hamilton County Emergency Management & Homeland Security Agency. Major revisions, those which significantly alter or establish new policy, must be reviewed and approved by the Debris Management Coordinating Agency, Hamilton County Department of Environmental Services. Adoption will occur following the established maintenance schedule; however, the plan may be modified in the interim without prior approval and formal adoption.

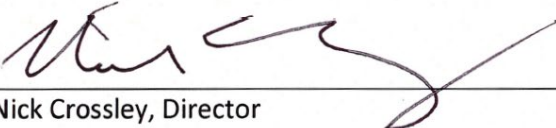
This plan supersedes any previous versions.

**Brad Johnson** Digitally signed by Brad Johnson  
Date: 2022.12.06 13:45:19 -05'00'

Brad Johnson, Director  
Hamilton County Department of Environmental Services

**12/6/2022**

Date



Nick Crossley, Director

Hamilton County Emergency Management & Homeland  
Security Agency

**12/6/2022**

Date

## REVISION HISTORY

Regular plan maintenance occurs following the schedule and method outlined in the Plan Maintenance Section. As plan reviews occur and/or changes are made they are documented in the table below.

#	Date	Section	Description of Change	Made By
1	6/20/2023	Authorities and References Section	<ul style="list-style-type: none"> <li>Updated the County Resolution Endorsing County Employee Assistance in Disasters and the date of the Damage Assessment Plan</li> </ul>	D. Jardin
2				
3				
4				
5				

## RECORD OF DISTRIBUTION

Upon approval of this plan an electronic copy of the final plan will be distributed to a representative from the coordinating agency, departments with responsibilities listed in the plan and to the Ohio Emergency Management Agency. A copy of this document will be made publicly available on our website (see below) and as such, a complete record of distribution cannot be maintained. Any additional requests for copies of the Debris Management Plan will be documented in the table below.

<http://www.hcready.org>

Name	Title	Organization	Date Distributed	Method of Distribution

# Table of Contents

<b>APPROVAL</b> .....	<b>I</b>
<b>REVISION HISTORY</b> .....	<b>II</b>
<b>RECORD OF DISTRIBUTION</b> .....	<b>II</b>
<b>OVERVIEW</b> .....	<b>1</b>
BACKGROUND .....	1
PURPOSE .....	1
SITUATION .....	1
ASSUMPTIONS .....	2
ADMINISTRATION AND LOGISTICS .....	3
STATE AND FEDERAL ASSISTANCE .....	3
<b>ORGANIZATION AND ASSIGNMENT OF RESPONSIBILITIES</b> .....	<b>4</b>
DEBRIS RESPONSE AND RECOVERY ORGANIZATION AND RESPONSIBILITIES.....	4
EMERGENCY COMMUNICATIONS PLAN .....	7
HEALTH AND SAFETY PROCEDURES .....	8
TRAINING SCHEDULE.....	8
<b>DEBRIS MANAGEMENT RESPONSE AND RECOVERY OPERATIONS</b> .....	<b>9</b>
DEBRIS FORECASTING.....	9
DEBRIS ESTIMATING.....	9
DAMAGE ASSESSMENT/PRIORITIES.....	10
PHASE I – INITIAL RESPONSE OPERATIONS.....	11
PHASE II – RECOVERY OPERATIONS .....	12
<i>Load Tickets</i> .....	14
FRANCHISE GARBAGE CONTRACTORS .....	15
HOUSEHOLD HAZARDOUS WASTE .....	15
WHITE GOODS .....	15
CONSTRUCTION AND DEMOLITION DEBRIS .....	15
UTILITY COMPANY PROPERTY .....	16
EQUIPMENT ASSETS.....	16
<b>CONTRACTOR DEBRIS REMOVAL AND DISPOSAL OPERATIONS</b> .....	<b>16</b>
PROCUREMENT PROCEDURES .....	17
TYPES OF DEBRIS CONTRACTS .....	17
<i>Time and Materials Contract</i> .....	17
<i>Unit Price Contract</i> .....	18
<i>Lump Sum Contract</i> .....	18
<i>Cost Plus Fixed Fee Contract</i> .....	19
DEBRIS CONTRACTOR OVERSIGHT.....	19
<i>Debris Loading Site Monitor(s)</i> .....	19
<i>Debris Tower Site Monitor(s)</i> .....	20
<b>DEBRIS MANAGEMENT SITE</b> .....	<b>21</b>
SITE IDENTIFICATION .....	21
<i>Environmental and Historic Preservation Concerns</i> .....	22
BASELINE DATA CHECKLIST.....	22
SITE OPERATIONS .....	23
CLOSEOUT COORDINATION.....	23
CLOSURE CHECKLIST .....	24
SITE REMEDIATION .....	24
RE-APPROVAL .....	24
<b>RECYCLING STORM DEBRIS</b> .....	<b>25</b>
<b>ENVIRONMENTAL REQUIREMENTS AND PERMITTING</b> .....	<b>26</b>

<b>SPECIALIZED DEBRIS REMOVAL.....</b>	<b>26</b>
STREAM CLEARANCE .....	26
ANIMAL CARCASSES.....	26
INFECTIOUS WASTE .....	27
ELECTRONIC WASTE.....	27
CHEMICAL, BIOLOGICAL, RADIOLOGICAL, NUCLEAR AND EXPLOSIVE (CBRNE)-CONTAMINATED DEBRIS .....	27
<b>PRIVATE PROPERTY DEMOLITION AND DEBRIS REMOVAL .....</b>	<b>28</b>
<b>PUBLIC INFORMATION STRATEGY.....</b>	<b>29</b>
ASSIGNMENT OF TASKS .....	29
DISTRIBUTION.....	29
INFORMATION TO BE INCLUDED.....	30
<b>PLAN DEVELOPMENT .....</b>	<b>31</b>
<b>PLAN MAINTENANCE .....</b>	<b>31</b>
EVALUATION .....	31
REVISION .....	32
<b>AUTHORITIES AND REFERENCES .....</b>	<b>33</b>
AUTHORITIES.....	33
<i>Federal</i> .....	33
<i>State</i> .....	33
<i>Local</i> .....	34
REFERENCES.....	34
<i>Federal</i> .....	34
<i>State</i> .....	34
<i>Local</i> .....	35
<b>ACRONYMS AND GLOSSARY .....</b>	<b>36</b>
ACRONYMS .....	36
GLOSSARY.....	37
<b>ATTACHMENT #1 – BUILDING DEPARTMENT JURISDICTION LIST .....</b>	<b>41</b>
<b>ATTACHMENT #2 – STOCKPILED DEBRIS FIELD SURVEY FORM .....</b>	<b>42</b>
<b>ATTACHMENT #3 – EMERGENCY CONTACTS FOR DEBRIS MANAGEMENT.....</b>	<b>43</b>
<b>ATTACHMENT #4 – MUTUAL AID AGREEMENTS .....</b>	<b>44</b>
<b>ATTACHMENT #5 – SAMPLE TIME AND MATERIALS CONTACT.....</b>	<b>56</b>
<b>ATTACHMENT #6 – SAMPLE LUMP SUMP CONTRACT .....</b>	<b>59</b>
<b>ATTACHMENT #7 – SAMPLE UNIT PRICE CONTRACT .....</b>	<b>62</b>
<b>ATTACHMENT #8 – POTENTIAL DEBRIS MANAGEMENT SITES.....</b>	<b>65</b>
<b>ATTACHMENT #9 – LANDFILL &amp; RECYCLER LIST.....</b>	<b>66</b>
<b>ATTACHMENT #10 – DEBRIS MONITORING TOOLS.....</b>	<b>71</b>
<b>ATTACHMENT #11 – TABLE OF EQUIPMENT INVENTORY .....</b>	<b>76</b>
<b>ATTACHMENT #12 – PROCUREMENT CHECKLIST.....</b>	<b>77</b>
<b>ATTACHMENT #13 – DEBRIS MANAGEMENT SITE CHECKLIST.....</b>	<b>82</b>
<b>ATTACHMENT #14 – SAMPLE DEBRIS MANAGEMENT SITE LAYOUT.....</b>	<b>84</b>
<b>ATTACHMENT #15 – DEMOLITION CHECKLIST.....</b>	<b>85</b>
<b>ATTACHMENT #16 – SECTION 106 REVIEW – PROJECT SUMMARY FORM .....</b>	<b>87</b>
<b>ATTACHMENT #17 – SAMPLE RIGHT OF ENTRY AGREEMENT .....</b>	<b>94</b>

**APPENDIX A: DEBRIS ESTIMATING GUIDE .....A-1**  
**APPENDIX B: DEBRIS REDUCTION METHODS ..... B-1**  
    REDUCTION BY GRINDING AND CHIPPING: ..... B-1  
    REDUCTION BY RECYCLING: ..... B-1  
    REDUCTION BY BURNING: ..... B-2  
    CLOSEOUT ISSUES..... B-2  
**APPENDIX C: SAMPLE DEBRIS REMOVAL AND DISPOSAL MONITORING PLAN ..... C-1**  
**APPENDIX D: STREAM CLEARANCE GUIDE .....D-1**  
**APPENDIX E: PUBLIC ASSISTANCE PRIVATE PROPERTY DEBRIS REMOVAL FACT SHEET ..... E-1**  
**APPENDIX F: DEBRIS FACT SHEET FOR LOCAL OFFICIALS ..... F-1**

Cover Image: Downtown Cincinnati from Mt. Adams at Sunset.  
Photo Credit: Trip Wright

# OVERVIEW

## Background

The Hamilton County Debris Management Plan (DMP) has been developed to provide Hamilton County and incorporated political subdivisions guidance on clearing, removing, transporting, segregating, reducing, and disposing of debris generated by a natural or human-caused event. This Plan focuses on the types of activities that are likely to be required during a disaster situation that generates large amounts of debris, without regard to the type or cause of that event.

To assist with recovery efforts, this DMP contains information and guidance regarding organization, responsibilities, documentation, contracting, plan activation, debris management sites (DMSs), informational fact sheets, and samples of agreements and contracts.

## Purpose

The purpose of this DMP is to provide for coordination of efforts in the demolition, clearance, removal, transport, storage, segregation, reduction, reuse, recycling, and disposal of debris following a major emergency or disaster situation in Hamilton County. This is done in order to mitigate against any potential threat to the lives, health, safety and welfare of the public, expedite recovery efforts in the impacted area, and address any threat of significant damage to improved public or private property.

Hamilton County recognizes that a debris generating event occurring in the geographical area may affect multiple jurisdictions. Recovery efforts would be expedited using combined assets of those jurisdictions and coordinating debris removal and cleanup. The County's Emergency Operations Center (EOC), if activated, will provide a common meeting location for responders to coordinate local response efforts and support on-scene activities with neighboring jurisdictions.

### The intent of this DMP is to:

- Establish the most efficient and cost-effective methods to resolve disaster debris clearance, removal and disposal issues.
- Facilitate multiagency coordination between local, county, state and federal agencies through communication and pre-planning.
- Discuss how to best expedite debris removal and disposal efforts that result in visible signs of recovery and mitigate the threat to the health, safety, and welfare of residents.
- Ensure effective use of resources.
- Support diverting as much debris from landfills as possible through reuse, recycling, and reduction methods.
- Minimize environmental and public health impacts.

## Situation

Natural and human-caused disasters precipitate a variety of debris that includes, but is not limited to, vegetation, soil, building construction material, furnishings, white goods, metals, vehicles, personal property, and hazardous materials. Debris management is best accomplished at the local level where jurisdictions are responsible for all debris removal operations conducted within their boundaries.

This Plan takes an all-hazards approach in responding to the 25 hazards listed in the *2018 Hamilton County Multi-Hazard Mitigation Plan*. The quantity and type of debris generated from any particular disaster will be a result of the location and kind of event experienced, as well as its magnitude, duration, and intensity.

- Some or all jurisdictions within Hamilton County may experience events which result in large amounts of debris that can complicate and delay disaster response activities such as medical care,

transportation of victims or relief teams, firefighting, and provision of food, water, and shelter to disaster survivors.

- The quantity and type of debris generated, its location, and the size of the area over which it is dispersed will have a direct impact on the type of collection, removal and disposal methods utilized to address the debris problem, associated costs incurred, and how quickly the problem can be addressed.
- Individuals and businesses will be responsible for the removal and disposal of debris on private property.
- Local jurisdictions must be prepared to conduct their own emergency debris removal efforts.
- Mutual aid agreements that exist among jurisdictions should be exhausted before assistance from the county is sought.
- Regulations at the local, county, state and federal level could impact the removal and disposal of debris.

The table below lists some of the debris-producing hazards most likely to impact the County and the possible resulting debris types for each. These debris types are defined in the glossary on page 36.

		Debris Types										
		Vegetative	Construction & Demolition (C&D)	Personal Property/ Household Items	Household Hazardous Waste (HHW)	White Goods	Soil, Mud & Sand	Vehicles & Vessels	Putrescent	Utility Systems	Hazardous Waste	Infectious Waste
Types of Disasters	Floods (Flash & Riverine)	X	X	X	X	X	X	X	X	X	X	X
	Tornadoes & High Wind Events	X	X	X	X	X		X	X	X	X	X
	Dam & Levee Failure	X	X	X	X	X	X	X	X	X	X	
	Earthquakes		X	X	X	X	X			X	X	
	Wildfires	X	X	X	X	X	X	X		X		
	Winter/Ice Storms	X	X	X	X			X		X		
	Severe Thunderstorms	X	X				X	X		X		
	Acts of Terrorism		X					X	X	X	X	X
	Major Transportation Incident							X		X	X	
	Landslides	X					X			X		

### Assumptions

This DMP addresses the clearing, removal and disposal of debris generated by a disaster event based on the following assumptions:

- A major natural or human-caused disaster that requires the removal of debris from public or private lands and waters could occur at any time.
- The quantity of debris resulting from a major disaster may exceed the jurisdiction’s and county’s removal and disposal capabilities.
- State and/or federal assistance will be available to supplement the county’s debris capabilities.
- Private contractors will be needed for additional resources to assist in the debris clearance, removal, collection, reduction, reuse, recycling, and disposal process.
- If a disaster event is large enough to require debris removal operations at the county level, the County’s Emergency Operations Center (EOC) will be activated.



- In order to combine local resources (personnel, equipment, supplies) various jurisdictions may join together to establish a DMS for collecting and handling debris.
- If a disaster event is large enough, DMSs will be strategically located in different parts of the county to reduce transportation time and costs.
- A coordinated community effort will be required to effectively segregate, reuse, recycle, remove, and dispose of debris following a disaster.
- Pre-disaster planning will provide the jurisdictions knowledge of debris management and how to organize locally to conduct debris removal operations, thus ensuring that cost effective and environmentally sound practices will be used.

### Administration and Logistics

All Hamilton County departments and agencies will maintain records of personnel, equipment, material resources, load tickets, debris totals, and contracted services used to execute debris management operations. Each jurisdiction (city, village, or township) involved in debris operations must maintain its own financial accounting for the jurisdiction's expenses (e.g., labor, equipment, supplies, etc.) incurred during debris clearance, collection, removal, reduction, reuse, recycling, and disposal processes. Such documentation will then be used to support reimbursement from any state or federal assistance that may be requested or required.

Jurisdictions in Hamilton County may also develop DMPs that should be written so debris management efforts are coordinated with the County. This coordination is especially important with respect to allocation of resources such as DMSs, contractors and disposal facilities.

Hamilton County Emergency Management and Homeland Security Agency (EMHSA) is responsible for reviewing this Plan every three years. This will be performed as outlined in the Plan Maintenance Section. It is the responsibility of each department and agency with responsibilities listed in this plan to routinely update their respective sections and inform EMHSA of any limitations and shortfalls so that work-around procedures are developed, where necessary.

### State and Federal Assistance

Supplemental assistance – when the debris generating event exceeds the County's in-house debris clearing, removal, and disposal capabilities – will be requested through the Hamilton County EOC. The request will be submitted to the Ohio EOC in accordance with the State's procedures for resource requests.

If the disaster event requires, the Governor may declare a State of Emergency that authorizes the use of state resources to assist in the removal and disposal of debris. In the event federal resources are required, the Governor would request, through the Federal Emergency Management Agency (FEMA), a Presidential Disaster Declaration.

The FEMA Public Assistance (PA) Program provides supplemental disaster grant assistance to state and local governments for debris removal and disposal; implementation of emergency protective measures; and the repair, replacement, or restoration of disaster-damaged public facilities and the facilities of certain qualified private nonprofit organizations. The federal PA Program is only applicable for Presidentially declared disasters to applicants that meet FEMA's eligibility criteria. All local jurisdictions are responsible for maintaining thorough documentation of their debris operations in order to receive reimbursement under the PA Program.

As per the *2020 Hamilton County Emergency Operations Plan*, the Federal Emergency Support Function (ESF) #3 may be activated for emergencies in Ohio requiring federal assistance. The Department of Defense and U.S. Army Corps of Engineers (USACE) are the Primary Agencies for the Federal ESF #3. The State's ESF #3 Primary Agency is the Ohio Department of Natural Resources. When activated to respond

to an incident, the Federal ESF #3 agencies will develop work priorities in cooperation with State, tribal, and/or local governments and in coordination with the Federal Coordinating Officer and/or the Federal Resource Coordinator.

## ORGANIZATION AND ASSIGNMENT OF RESPONSIBILITIES

### Debris Response and Recovery Organization and Responsibilities

The following provides a listing of primary debris related positions and responsibilities, as well as debris specific assignments for tasks and issues that normally arise during debris operations. The responsibilities listed are not all inclusive and additional responsibilities may be identified as an incident progresses.

#### Comprehensive Responsibilities:

The following list of responsibilities is applicable to all agencies, departments, and individuals who have a defined role as outlined in this DMP.

1. Maintaining an accurate alert roster for mobilizing during a debris generating event.
2. Developing and regularly updating internal resource listings of personnel, equipment, supplies, and services that may be needed during debris generating emergencies. Ensuring that emergency resources are operational and available.
3. Identifying and reporting safety problems during debris operations.
4. Keeping the DMCA informed of all debris related activities being conducted.
5. Notifying Hamilton County EMHSA if your agency, department, or jurisdiction has any changes in:
  - Mission
  - Concept of operations
  - Desired contracts
  - Pre-positioned contracts
  - Priorities
  - Resources
  - Organization
  - Responsibility
  - Limitations/capability gaps
  - Key stakeholders
  - Legislation or ordinance

#### Hamilton County Department of Environmental Services:

1. Will assume the role of Debris Management Coordinating Agency (DMCA)
2. Will coordinate the implementation of the DMP upon notification by the Director of Hamilton County Department of Environmental Services or their designee.
3. Will ensure that a representative from Hamilton County is available to attend meetings with other government agencies and/or private contractors involved with debris cleanup operations, if requested.
4. Will assist in the prioritization of needed activities and determination of appropriate strategies for collection and disposal, including identification of HHW drop-off locations (collection centers).
5. Will contact businesses holding pre-positioned contracts to advise them of impending conditions.
6. May ensure CBRNE-contaminated debris is cleared by law enforcement officials before removal and disposal, if applicable.
7. Will communicate timely information to the County EOC regarding the status of debris clearance, removal, and disposal operations.
8. Will share information with the Incident Public Information Officer (PIO) on debris operations.
9. Will work with EMHSA if additional debris management resources are needed to identify, locate, request, track, manage, and demobilize resources from external partners as appropriate.
10. Will coordinate with Ohio Environmental Protection Agency (OEPA) on regulatory requirements, permits, and other issues pertaining to debris removal.
11. May assist local and OEPA officials in developing a site remediation or restoration plan.
12. May receive updates from Jurisdictional Debris Coordinators regarding cleanup progress and any problems encountered or expected.
13. Will review the DMP every three years with EMHSA, approving any revisions needed.

#### Hamilton County Engineer's Office:

1. Will assess debris issues in county rights-of-way and on county roads.
2. Will provide personnel and/or equipment to assist in clearing major evacuation routes, access to critical facilities, and other debris operations, if available.
3. Will assist in identification of potential DMSs.
4. May assist in preparing debris estimates.
5. Will clear and dispose of animal remains from publicly owned county property.
6. Will provide damage assessment information and status of repairs of county-owned and managed roads, bridges, and other infrastructure to Hamilton County EMHSA.
7. May provide qualified individuals to supplement the local Damage Assessment Teams when local resources are exhausted in coordination with the Hamilton County Planning + Development.

#### Hamilton County EMHSA:

1. Will assist in preparing and submitting debris calculations and requests for assistance to the State of Ohio and FEMA.
2. May provide assistance to local jurisdictions in Hamilton County in the preparation of local plans and procedures related to debris operations.
3. Will review this DMP every three years in conjunction with the DMCA.
4. Will request applicable courses and trainings be available to county and local personnel on a regular basis.

#### Great Parks of Hamilton County:

1. Will assist in identification of available land for staging and/or reduction of vegetative debris.
2. May provide equipment if available.

#### Hamilton County Administration will:

1. Review and approve or reject purchases and expenditures.
2. Submit applications for FEMA PA funding.

#### Hamilton County Budget and Strategic Initiatives:

1. Will assist Hamilton County Administration with submitting the FEMA PA application.
2. May be responsible for funding, accounting, and compiling all disaster related costs.
3. May assist with bidding specifications and contract development.

#### Hamilton County Economic Inclusion and Equity will:

1. Assure the use of small and minority businesses, women's business enterprises, and labor surplus area firms as contractors, when possible.

#### Hamilton County Human Resources:

1. Will file Worker's Compensation claims.
2. Will identify, investigate and report claims for bodily injury and property loss.
3. May determine emergency leave and emergency pay guidelines.
4. The Risk Management Division may assign personnel to monitor DMSs for potential debris management safety issues.

#### Hamilton County Purchasing:

1. Will assist with coordinating and supporting county departments for expenses and scheduling, and documenting all resources, personnel, materials, and costs for reimbursement purposes.
2. May authorize emergency procurement/purchasing requests.
3. Will assist with bidding requirement compliance.
4. May coordinate with the Prosecutor's Office to assist with contractor negotiations and financial support for contracts.

Hamilton County Auditor's Office will:

1. Approve emergency procurement/purchasing requests from Hamilton County Purchasing.
2. Disburse checks or direct deposits to contractors and external vendors.

Hamilton County Communications Center:

1. Will report debris that is a hazard to the health and safety of the public or blocking a major transportation route to the Hamilton County EOC, if activated.
2. May direct public inquiries to a non-emergency number for debris related questions.
3. Will notify wrecker companies of vehicles in debris clearance routes that must be relocated.
4. Will notify utility companies of utility related debris requiring removal or debris impacting utility equipment and/or property.
5. Will make notifications to public works, the Engineer's Office, and/or Ohio Department of Transportation if route closure signs are needed.

Hamilton County Planning + Development:

1. Will issue official condemnation orders for buildings damaged by a disaster (see [Attachment #1: Building Department Jurisdiction List](#)).
2. Will assist in determining the structural integrity of buildings damaged by a disaster.
3. Will dispatch a field team to assess disaster affected area and inventory structures as "safe" or "unsafe" and post official orders on "unsafe" buildings ordering them to be removed or repaired.
4. May assist jurisdictions with demolition process, if requested by a jurisdiction.
5. May assist with prioritizing DMS closures and monitoring closeout activities to ensure that contractors complied with contract specifications.
6. May provide qualified individuals to supplement the local Damage Assessment Teams when local resources are exhausted, in coordination with the Hamilton County Engineer's Office.

Hamilton County Prosecutor's Office:

1. Will review potential contracts and permits (right of entry permits, time and materials contracts, lump sum contracts, condemnation notices, etc.).
2. Will provide legal oversight and counsel to County departments, as needed.
3. Will ensure all legal requirements are met when soliciting bids and hiring contractors.
4. May be responsible for assisting in the process of acquiring land for temporary DMSs.

Hamilton County Sheriff's Office:

1. May coordinate necessary security arrangements for the designated DMSs, if requested by the DMCA.
2. Will provide traffic control at ingress and egress points for DMSs, collection centers, and critical infrastructure, as needed.
3. Will enforce laws related to illegal dumping, as requested by the DMCA.
4. May assist in ensuring CBRNE-contaminated debris is cleared by appropriate law enforcement officials before removal and disposal, if applicable.

Cincinnati Animal Care Humane Society (Hamilton County Dog Warden) will:

1. Assist in identifying domesticated animal remains and reunifying deceased animals with their owners.

Individual Jurisdictions:

In order to facilitate coordination and to support the local jurisdictions before, during and after an incident, Hamilton County EMHSA has requested each of the 49 jurisdictions be responsible for the following when an incident that generates debris occurs:

1. Assign an individual or department as the Jurisdictional Debris Coordinator to oversee and manage all debris related activities within their jurisdictional boundaries.

2. Keep thorough documentation of all debris related operations and financial expenditures.
3. Provide regular reports to the County's DMCA on the status of debris operations within their jurisdiction and any anticipated problems or required external assistance.
4. Conduct initial damage assessments and maintain awareness of additional damage reports in order to begin identifying potential locations where debris management activities may need to occur.
5. Assist the DMCA, EMHSA, and OEPA in pre-determining satisfactory DMSs within or near jurisdictional boundaries.
6. Alert local utility companies of utility related debris requiring removal or debris impacting utility equipment and/or property.

Local Health Departments:

1. Will provide information about health risks and safety considerations to the DMCA and the Incident PIO for publication and distribution.
2. Will assist in identifying health issues.
3. May handle noise and smell reports/complaints for the DMSs.
4. Will assist in disposal of infectious waste.
5. May conduct final environmental site evaluation, if requested by the DMCA.
6. May assist in vector control, as necessary.
7. May conduct soil and water sampling, if requested by the DMCA.

Metropolitan Sewer District of Greater Cincinnati will:

1. Coordinate with Greater Cincinnati Water Works to clear debris from areas impacting sewer and water infrastructure.

Greater Cincinnati Water Works will:

1. Coordinate with the Metropolitan Sewer District of Greater Cincinnati to clear debris from areas impacting sewer and water infrastructure.

Cincinnati Urban Conservator may:

1. Assist in identifying damaged structures classified as nationally historical within Hamilton County, if requested by the DMCA.

Civil Air Patrol – Ohio Wing Group I may:

1. Provide aerial reconnaissance and imagery of the impacted area upon request.

Utility Companies will:

1. Remove and dispose of all utility related debris.
2. Notify OEPA of transformer related spills.
3. Clean up transformer related spills.
4. Dispatch technicians out to deenergize downed live wires.

## Emergency Communications Plan

Hamilton County has two Public Safety Answering Points (PSAPs): Hamilton County Communications Center and City of Cincinnati. The City of Loveland has a designated dispatch center, the Northeast Communications Center, but it is not a PSAP.

Both the Hamilton County and City of Cincinnati radio systems are part of the Ohio Multi-Agency Radio Communications System (MARCS) network, which improves communications interoperability statewide. In addition, PSAPs in Northern Kentucky and Dearborn County, Indiana also have MARCS radios with a few talkgroups for regional interoperability. Tactical talkgroups are typically available to Hamilton County as

needed, in addition to the regional and statewide talkgroups. The State of Ohio also has three 80-foot tower on wheels (TOWs) units available that Hamilton County can request.

Hamilton County also utilizes Amateur Radio Emergency Services that can be activated to support emergency communications. In the event communications are impacted during a debris generating event, the Hamilton County EOC should be notified, if activated.

### Health and Safety Procedures

All debris related activities shall be done in compliance with Hamilton County's *Risk Management Policy and Procedure Manual* (RMPPM). The RMPPM applies to Hamilton County, its employees, and the contractors operating under contractual obligation on behalf of the County. It does not apply to local jurisdictions or contractors under contractual obligation to a local jurisdiction.

The RMPPM aids the department, agency, and/or contractor conducting debris operations in avoiding accidents during debris recovery operations and protecting workers from exposure to hazardous materials. It establishes minimum safety standards for department, agency, and contractor personnel to follow.

Debris operations involve the use of heavy equipment to clear, transport, and process various types of debris. Many of these actions can pose safety hazards to emergency response and recovery personnel and the public. All equipment (e.g., grinders, chippers, backhoe, etc.) shall be operated in accordance with manufacturers' instructions and any regulations dictated by the State and federal agencies/departments. A copy of the manufacturers' instructions manual shall be maintained on site and made available upon request.

In addition to equipment safety hazards, exposure to certain types of debris, such as building materials that contain asbestos and mixed debris that contains hazardous materials can pose potential health risks to emergency workers. Departments, agencies, and contractors participating in debris operations will disseminate safety information and guidance on how to monitor compliance with the minimum safety standards to all emergency workers. Specific corrective actions will be taken if workers do not comply with the minimum safety standards. These corrective actions will be determined by supervisory personnel.

In all instances, workers should use equipment specifically designed to protect from asbestos and lead dust exposures during demolition and handling of debris, especially respirators, as required under the Occupational Safety and Health Administration.

The RMPPM provides emergency workers with information on how to safely operate heavy equipment, guidelines on the appropriate use of personal protective equipment (PPE), minimum safety training requirements, reporting requirements for Workers' Compensation and injury claims, and other risk/safety related topics.

### Training Schedule

Hamilton County will coordinate all training requirements with appropriate local, state, and federal departments/agencies responsible for disaster response and recovery operations.

The departments and agencies with direct roles and responsibilities in handling and managing debris are encouraged to take the following courses as appropriate for their role in debris operations:

- FEMA Independent Study (IS) 632a: Introduction to Debris Operations
- OH-607: Public Assistance Cost Documentation/Damage Assessment (for applicable positions)
- Hamilton County Damage Assessment
- OH-202: Debris Management Workshop

Hamilton County EMHSA will request the above courses be made available to the County on a regular basis.

Debris monitors may need to be trained to measure truck capacities for certification purposes. FEMA provides training to force account debris monitors (including temporary hires) upon request.

Upon their deployment for field operations, all contractor and sub-contractor personnel will be briefed or trained appropriately in their duties, responsibilities, and the procedures to be utilized throughout the debris management process, including safety procedures, load ticket management procedures, and accident reporting procedures.

## **DEBRIS MANAGEMENT RESPONSE AND RECOVERY OPERATIONS**

The DMCA will be the single point of contact to coordinate and facilitate all County personnel and equipment responding to a debris generating event. This DMP provides guidance for the efficient and effective control and coordination of initial debris assessments through debris clearance, removal, and disposal operations.

### **Debris Forecasting**

Forecasting the types and quantities of debris generated by potential disaster events allows a jurisdiction to define the anticipated scope of their debris operations, which can then be used to plan for the required response and recovery resources, the size and number of DMSs, and the final disposition of disaster-generated debris.

The type and quantity of debris that the County might contend with will be dependent upon the type, severity, and location of the disaster. A comprehensive Threat and Hazard Identification and Risk Assessment was conducted, which identified 25 hazards most likely to impact the County. These hazards can be found in the *2018 Hamilton County Multi-Hazard Mitigation Plan*. This assessment utilized historical disasters, FEMA's Hazus-MH (Multi-Hazard) modeling software, and Geographic Information System (GIS) analyses to forecast the potential cost and magnitude of the disasters most likely to affect the County.

To forecast the amount of debris a disaster might generate, the County may utilize standard debris estimating guidelines in addition to historical data, Hazus-MH, and GIS analyses (See [Appendix A: Debris Estimating Guide](#)).

### **Debris Estimating**

Immediately following a disaster, damage assessment teams/individuals will gather initial damage reports on the estimated level of impact to infrastructure and the community through windshield surveys. All local jurisdictions impacted by a disaster event should begin gathering initial damage estimates as soon as possible using their own damage assessment trained personnel.

If an incident is of a severity and magnitude that the resources needed to manage debris operations are expected to exceed local and state capabilities, the initial damage assessments conducted locally will be submitted to FEMA. FEMA will then deploy a damage assessment field team(s) that will conduct a Preliminary Damage Assessment (PDA). FEMA uses debris estimates obtained during PDA activities to provide part of the basis for its recommendation as to whether a disaster declaration should be approved. PA funds will only become available if a disaster declaration is made, making FEMA PDAs essential to debris management.

If time and personnel staffing levels allow, a more detailed debris estimate about the mix, amount, and location of debris may be gathered to assist in the development of priorities for clearance, collection,

removal, reduction/recycling options, and final disposal (see [Attachment #2: Stockpiled Debris Field Survey Form](#)).

Ineligible debris is not included in the estimate and includes debris not generated by the disaster such as: vegetative debris from natural, undeveloped areas; white goods previously designated for disposal; residential and commercial demolition materials not generated by the disaster; sediment; everyday household trash; and items such as old tires.

There are three methods available to develop debris estimates:

1. *Ground Measurements:* Using ground measurements to calculate debris estimates requires defining specific boundaries around areas covered by debris, dividing the area into sections based on debris type (e.g., vegetative, metals, building materials) and amount and carefully measuring the entire area. Once this information is gathered, these data can be plugged into standard conversion formulas to estimate debris amounts (See Appendix A: Debris Estimating Guide).
2. *Aerial Estimates:* Aerial and satellite photographs of impacted area are taken before and after the disaster may be used to estimate debris quantities and types based on the structures, features, and debris observed in the photos.
3. *Predictive GIS /Computer Models:* Computer models such as FEMA's Hazus-MH software includes a modeling system that can estimate debris generated by floods, tornadoes, earthquakes, and hurricanes. USACE has also developed technology that can estimate debris removal quantities, designed primarily for hurricane and storm events. These computer modeling systems base their analyses on historical information, GIS data, land use, zoning and the information obtained by the disaster magnitude.

The equipment and resources required will depend on the type of estimating method used. Examples of possible equipment include cameras, measuring tapes, and global positioning system (GPS) units. Examples of possible resources include the personnel required to develop the estimates, GIS data, aerial photos, and debris modeling information.

When performing debris estimates, remember:

- Look beyond the curb into side and backyards and at the condition of the homes. Most debris in these areas will eventually be moved to the curb.
- Events generating large amounts of water will produce more personal property debris (household furnishings, clothing, rugs, etc.) if roofs are blown away or flood damage occurs.
- Look for hanging debris such as broken tree limbs.
- Flood deposited sediments may be compacted in place. Volume may increase as debris is picked up and moved.
- Chipping and grinding vegetative debris reduces the volume by about 75 percent.
- Burning vegetative debris in a controlled environment reduces the volume by approximately 95 percent; however, Hamilton County will not burn debris as a reduction method.
- Using aerial photographs in combination with ground measurements will help determine if there are any voids in the middle of large debris piles.
- Treat debris piles as cubes, not a cone, when performing estimates.

See [Appendix A: Debris Estimating Guide](#) for conversions, formulas, and other information to assist in estimating debris amounts.

### Damage Assessment/Priorities

Local personnel will be assigned to conduct initial windshield surveys to broadly determine the areas majorly impacted by debris. The debris assessments can be used to prioritize impacted areas and determine potential resource needs. The results of the windshield surveys should be provided to the County EOC's ESF #3 representative, Department of Environmental Services. Damage assessment



personnel may use the Individual Assistance Street Sheet form found in the *2020 Hamilton County Damage Assessment Plan* to report damages.

The DMCA will assist in establishing initial priorities for debris clearance based upon the criteria listed below. The DMCA will coordinate with the Engineer's Office, first responders, incident command, EOCs, and other debris management personnel to establish consistent priorities among responding entities for a coordinated and unified approach. Note that the list of priorities is not necessarily in order of importance and should be tailored to the needs of the community.

- Extrication of people.
- Major flood drainage ways.
- Egress for fire, police, and medical responders.
- Ingress to hospitals, jails, EOCs and other critical service infrastructure.
- Major traffic routes.
- Points of distribution/supply distribution points.
- Government facilities.
- Public safety communication towers.
- Shelters.
- Secondary roads to neighborhood collection points.
- Access for utility restoration.
- Neighborhood streets.
- Private property adversely affecting public welfare.

### Phase I – Initial Response Operations

Phase I of debris management will be implemented immediately after a debris generating event to clear the debris that hinders immediate lifesaving actions being taken within the disaster area and debris which poses an immediate threat to public health and safety.

The major emphasis during this phase is to simply push debris to the right-of-way or curb. This activity is commonly referred to as debris clearance. Little or no effort is made to remove debris from the right-of-way. Roadway debris clearance involves the opening of arterial roads and collector streets by moving debris to the shoulders of the road. There is no attempt to physically remove or dispose of the debris, only to clear access routes to expedite the:

- Movement of emergency vehicles and law enforcement.
- Resumption of critical services.
- Assessment of damage to key public facilities and utilities such as schools, hospitals, government buildings and utilities.

The DMCA will be responsible for coordinating all Phase I activities with support from the County departments and agencies with designated responsibilities in this DMP (an emergency contact list for these departments is maintained in [Attachment #3](#)). Additionally, jurisdictions are recommended to participate in the County's debris response and recovery phases in order to decrease costs, reduce duplication of efforts, share resources and information, and increase the coordination and effectiveness of debris operations. Requests for additional assistance will be submitted to ESF #3 – Public Works in the County EOC. The County's ESF #3 Coordinating Agency is Hamilton County Department of Environmental Services.

#### Phase I activities include:

- Implementing the DMP
- Determining incident specific debris management responsibilities.
- Identifying critical routes that are essential to emergency operations.
- Establishing priorities based on evacuation needs and prediction models.

- Assessing damage to key public facilities and utilities such as schools, hospitals, government buildings, and municipally owned utilities.
- Determining the priority of opening access to other critical facilities such as municipal buildings, water treatment plants, wastewater treatment plants, power generation units, and airports.
- Identifying and procuring DMSs.
- Activating contractors and/or mutual aid agreements, if necessary to support clearance operations (See [Attachment #4](#) for Mutual Aid Agreements and [Attachments #5-7](#) for sample debris contracts).
- Implementing a public information strategy utilizing the concepts discussed in the *2020 Hamilton County Joint Information Systems Guide*.
- Coordinating and tracking resources.
- Compiling formal documentation of costs.
- Conducting cost price analysis if using contractors and estimating debris quantities.
- Determining the types of debris that may be encountered such as vegetative debris (e.g., blown down tree limbs, foliage, etc.), personal property (e.g., clothing, household items, mattresses, etc.), utility poles/wiring, and building debris.
- Developing procedures to determine the damage done to utility systems. Activities involving these facilities should be closely coordinated with the utility owners and/or operators.

Supervision and special considerations include:

- Special crews equipped with chain saws may be required to cut vegetative debris (e.g., downed trees). This activity is hazardous and safety considerations are necessary to reduce chance of injury and possible loss of life. When live electric lines are involved, work crews should coordinate with local utility companies to have power lines deenergized for safety reasons.
- Front-end loaders and dozers should be equipped with protective cabs.
- Driveway cutouts, fire hydrants, and stormwater inlets should be left unobstructed.
- All personnel should wear PPE such as hard hats, gloves, goggles, and safety shoes, as appropriate.

## Phase II – Recovery Operations

Phase II will begin to be implemented within two to five days following a major debris-generating event and will encompass the processes of debris removal and disposal. This delay is to allow time for affected citizens to return to their homes and begin the cleanup process.

Phase II may be lengthy as recovery operations continue until pre-disaster conditions are restored. The DMCA will be responsible for coordinating all Phase II activities with support from the County departments and agencies with designated responsibilities in this DMP. Additionally, jurisdictions are encouraged to participate in the County’s debris recovery phase operations.

### Public Property/Rights-of-Way Debris Removal

- Debris deposited on public property including the right-of-way will be the responsibility of local government.
- Curbside sorting and separation will be the preferred operation unless it will lead to slower overall recovery times and increased waste handling costs.

### Private Property Debris Removal

- Debris deposited on private property is the responsibility of the property owner.
- 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 or curb for removal by public/government forces.
- Volunteers or voluntary groups may assist private property owners in moving debris to the right-of-way.

- All costs and removal of debris from demolition of dangerous structures is the responsibility of the property owner. The cost of debris removal and disposal may be wholly or partly covered by insurance.
- Any water source located on private property is the responsibility of the property owner to clear of debris.

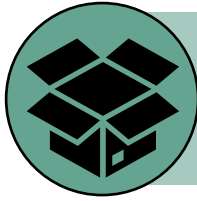
Phase II activities include:

- Activating contracts or mutual aid agreements, as needed.
- Executing a public information strategy, including notifying citizens of debris removal and segregation procedures.
- Removing debris from rights-of-way and critical public facilities to either DMSs or final disposition location (i.e., landfill, recycling facility, hazardous waste disposal facility, C&D recycler, etc.). See [Attachment #8](#) for a list of Potential Debris Management Sites and [Attachment #9](#) for a Landfill & Recycler List.
- Moving eligible debris from DMSs to permanent landfills.
- Conducting daily update briefings with key debris management personnel. Ensuring all major county debris removal and disposal actions are reviewed and approved by the DMCA.
- Assigning monitors to oversee contractor's performance in accordance with the terms, conditions, and specifications of their contracts or purchase orders.
- Ensuring appropriate agencies and departments are consulted in demolition projects.
  - Field teams must thoroughly photograph sites with structures set to be demolished before and after demolition occurs.
- Coordinating with regulatory agencies to ensure cleanup actions meet local, tribal, state, and federal regulations.
- Finalizing documentation of costs for reimbursement, as applicable.

For the purpose of this DMP there are two methods for debris collection that residents can utilize to dispose of their disaster related debris:

- **Curbside collection:** Debris is placed at the curb or public rights-of-way by the residents and is collected by the appropriate party. There are two different methods for curbside collection: mixed debris collection and source-segregated debris collection. Hamilton County will strive for source-segregated debris collection, when possible.
- **Collection centers:** Utilized for residents to transport debris to a central location for disposal. Large roll-off dumpsters may be placed in public rights-of-way or public property for the collection. Separate bins should be designated for particular types of debris and some degree of monitoring/oversight should be provided to prevent non-disaster waste from entering the debris stream and introduction of unintended items such as hazardous materials.

After debris has been source-segregated there are several methods of collection that may be utilized depending on the nature and severity of the disaster. Reduction efforts are emphasized throughout the debris management process due to the importance of reducing waste streams and diverting reusable, recyclable waste from landfills. The graphic below outlines the different methods of collection, reduction and disposal that may be conducted in Hamilton County. Incineration, while a viable option for debris reduction and disposal, will not be utilized by the County.



### Means of Collection

- Use of authorized waste transfer/disposal facilities
- Establishment of DMSs
- Direct pickup (curbside collection)
- Placement of dumpsters (collection centers)



### Means of Reduction

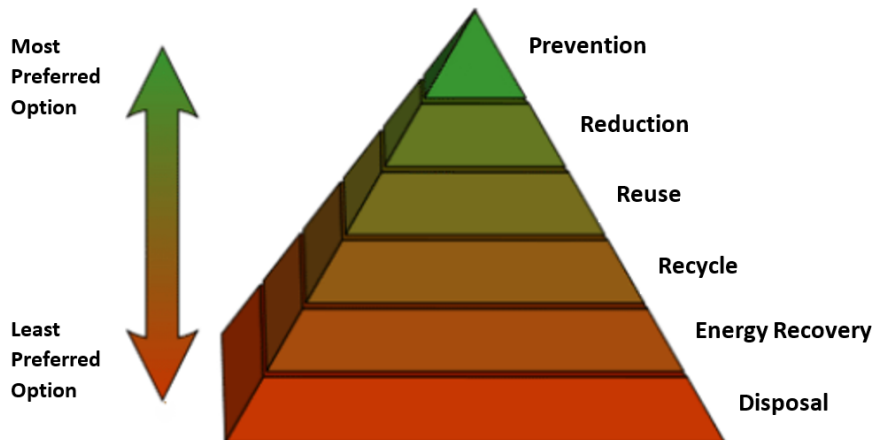
- Grinding, chipping, baling & compaction
- Separation
- Reuse & Recycling
- Incineration (as a last resort)



### Means of Disposal

- Landfill disposal
- Decontamination and reuse
- Incineration (as a last resort)

In an effort to minimize the amount of waste transported to landfills, debris management personnel will prioritize the final disposition of debris in the order shown in the figure below. The most preferred option being prevention and least preferred being disposal. For more information on debris reduction methods see [Appendix B](#).



### Load Tickets

The primary tracking mechanism for all debris loaded, hauled, and disposed of under this DMP will be the load ticket. All force account workers, contractors and sub-contractors will utilize an industry standard, FEMA compliant load ticket for documenting each load of debris from its origin to the DMS and/or final disposal location as indicated. This may take the form of an electronic or “paperless” version. Reasonable costs associated with the use of electronic load ticket systems and other automated debris monitoring systems may be eligible for PA funding.

Load tickets will be initiated at pickup sites and closed-out upon drop-off of each load at a DMS, landfill or other final disposition location, and will be used to document both County force account workers and contracted haulers. Load tickets will serve as supporting documentation for contractor payment as well as for reimbursement requests from federal grant programs (PA Program) and mutual aid requests. See [Attachment #10: Debris Monitoring Tools](#) for sample load tickets.

**Note:** Load tickets will need to be signed off on by a debris monitor at the pick-up location and at the DMS or final disposition.

### Franchise Garbage Contractors

Franchise garbage contractors, such as Rumpke Waste & Recycling, Clean Harbors, and Republic Services, will continue to pick up refuse in accordance with current procedures, routes, and removal schedules. They will not haul disaster debris unless expressly authorized in a contract with the Hamilton County Board of County Commissioners.

### Household Hazardous Waste

Household hazardous waste (HHW) refers to hazardous products and materials that are used and disposed of by residential, rather than commercial or industrial consumers. HHW includes some paints, stains, varnishes, solvents, pesticides, and other products or materials containing volatile chemicals that catch fire, react, or explode under certain circumstances, or that are corrosive or toxic.

Most HHW produced by residential consumers are in small quantities, so those wastes have been exempted from regulation as a hazardous waste by the U.S. EPA and the State of Ohio if the HHW is sent to a Subtitle D landfill for disposal. Wastes generated by commercial or industrial establishments that appear to be the same as household waste are not exempt from state/federal hazardous waste regulations.

The DMCA will identify one or more HHW drop-off locations for residents. Residents will be encouraged to separate and transport HHW to the pre-identified drop-off points (collection centers), or separate and leave in distinct piles at the curb. Contractors will be directed to separate HHW at the curb, if not already completed by residents. Hazardous waste and HHW will be taken directly to a final disposal facility and not a DMS for temporary storage.

For the collection of eligible industrial or commercial hazardous waste resulting from an event, the County will need to coordinate with OEPA and the local representative. This process will need to be handled by a licensed carrier and processed for proper disposal. Thorough documentation will be maintained.

### White Goods

White goods are defined as discarded household appliances such as refrigerators, freezers, air conditioners, heat pumps, ovens, ranges, washing machines, clothes dryers, or water heaters. Many white goods contain ozone-depleting refrigerants, mercury, or compressor oils. The Clean Air Act prohibits the release of refrigerants into the atmosphere and requires that certified technicians extract refrigerants from white goods before they can be further processed for disposal and recycling.

White goods will be separated in the field and then sent to a white goods recycling facility where the refrigerant is removed by a certified technician. Temporary storage of white goods at a designated location may be necessary before being taken to a recycling facility. To avoid the preemptive release of refrigerants or oils, the collection of white goods will be accomplished carefully by manually placing the appliance on trucks or by using lifting equipment that will not damage the elements that contain the refrigerant or oils. Residents will be encouraged to segregate white goods from other debris types. Documentation of proper disposal may be required for PA grant consideration.

### Construction and Demolition Debris

Construction and Demolition (C&D) debris can be defined as materials from houses, buildings, roadways, and industrial or commercial facilities. This can include concrete, brick, masonry, stone, glass, asphalt, dry wall, plaster, paneling, lumber, wood, tile, carpeting/floor coverings, window coverings, metal, pipes, plumbing fixtures, insulation, roofing materials, and wiring.

Some C&D debris may be hazardous, such as asbestos roofing and floor tile and lead pipes. Due to the extremely high quantity of lead piping and historic buildings in Hamilton County, using the proper Personal Protective Equipment (PPE) while handling C&D debris is imperative. Certain types of C&D debris are reusable or recyclable. To conserve landfill space, it is prudent to separate materials for reuse or recycling.

Typically, removal of construction by-products generated by repairs or rebuilding is covered by insurance policies or included in the overall cost for reconstruction projects; therefore, it is not eligible for PA grant funding as emergency work under debris removal. To be eligible for PA funding, C&D debris must be a result of a federally declared disaster. Documentation of the debris origin, any processing (reduction or recycling), and the final disposition is required for PA grant consideration.

### Utility Company Property

Duke Energy, Harrison Corporation, Buckeye Utilities, United Electric, CIS Energy, Sun Power, Cincinnati Bell, Spectrum Cable, Direct TV, Dish TV and other electric, phone and cable utility companies will remove and dispose of all utility related debris such as, power transformers, utility poles, cable, and other utility company material. Any transformer related spills will be treated as a hazardous material release. All spills will be documented and reported to the Local Emergency Planning Committee (LEPC) and OEPA.

The jurisdictions will be responsible for using the proper channels to notify their local utility companies of debris impacting the utility's equipment and/or property. For utilities in the County, the Hamilton County Communications Center or the Jurisdictional Debris Coordinator will contact the appropriate utility provider.

### Equipment Assets

A table summarizing the equipment Hamilton County departments currently have ready to be mobilized to assist with debris operations is included in [Attachment #11: Table of Equipment Inventory](#).

## CONTRACTOR DEBRIS REMOVAL AND DISPOSAL OPERATIONS

Disasters may generate debris of types and quantities that exceed the County's capabilities. For this reason, Hamilton County will implement a pre-positioned contracting process to have contractors on stand-by to respond within a pre-determined period to assist in requested aspects of debris operations. The DMCA or a designee will contact the contractors holding pre-positioned contracts and advise them of impending conditions if circumstances allow. Debris removal will be limited to disaster related debris on county-maintained streets, roads, and other public rights-of-way based on the extent of the disaster.

Each contractor, upon receipt of notice to proceed, will mobilize personnel and equipment as necessary to conduct the debris removal and disposal operations detailed in their contract. All contractor operations will be subject to review by the DMCA or a designee. Scheduled pick-up dates and times for each contractor will be provided to the Incident PIO for publication and notification by the news media.

The load ticket and monitors (see [Attachment #10: Debris Monitoring Tools](#) and [Appendix C: Sample Debris Removal and Disposal Monitoring Plan](#) for more information) will be the primary mechanisms for monitoring contractor performance and tracking quantities for pay purposes.

### Possible contracted services include:

- Collection, including clearance during response phase
- Reduction or recycling
- Hazardous waste handling, processing, and disposal
- Hauling to final disposition
- DMS activities
- Demolition
- Monitoring
- Environmental studies
- Project management

## Procurement Procedures

Procurement of resources should follow the below procedures:

- Procurement of all debris related services shall comply with current County procurement procedures and State procurement ordinances.
- The type and method of contracting needed to satisfy specific debris clearance, removal, and disposal requirements will be determined.
- Bids shall be solicited, offers evaluated, contracts awarded, and notices issued to proceed with all contract assignments, as appropriate.
- The full acquisition process for service and supply contracts and the oversight of contract actions to ensure conformance to regulatory requirements will be supervised.
- Procurement procedures will be consistent with the procurement checklist found in [Attachment #12](#) and the Hamilton County Purchasing Policy Manual.

## Types of Debris Contracts

FEMA provides reimbursement for four types of contracts with the following limitations:

- In accordance with 44 CFR 13.36(f)(4), **cost plus percentage of cost contracts shall not be used.** Use of such contracts may result in FEMA limiting the grant to an amount determined to be reasonable based on the eligible work performed.
- Contracts that are awarded by a local government to debarred contractors are prohibited pursuant to 44 CFR 13.35; thus, no federal funding can be awarded for eligible work completed.

## Time and Materials Contract

Time and materials contracts may be used for short periods of time immediately after the disaster to mobilize contractors for emergency removal efforts. The contractor is paid for actual time, materials used, and equipment usage based on hourly rates (should include operator, fuel, and maintenance costs). For FEMA reimbursement, it must have a dollar ceiling and/or a not-to-exceed limit for hours and should be terminated immediately when that limit is reached. FEMA generally limits PA grant reimbursement cost of a time-and-materials contract to 70 hours of actual work.

The contract should state that the:

- Price for equipment applies only when equipment is operating.
- Hourly rate includes operator, fuel, maintenance, and repair costs.
- County reserves the right to terminate the contract at its convenience.
- County does not guarantee a minimum number of hours.

Special Considerations:

- FEMA recommends time and materials contracts be avoided but they may be allowed for work that is necessary immediately after the disaster has occurred when a clear scope of work cannot be developed.
- Specific hours the contractor is to perform work should be listed so that monitoring personnel are present to document activity.
- Bids should include all overhead costs.
- If multiple contracts are awarded, the period of performance should run concurrently rather than consecutively.

Monitoring Considerations:

- Monitoring must be thorough and requires full-time trained monitors to document work completed and verify hours worked.
- Contractor expenses must be monitored and documented.
- The State should be contacted to ensure proper guidelines are followed.
- Inspection reports should be produced every day and should include the following information:

- Number of hours worked.
- Type and quantity of each type of truck/trailer/equipment used.
- Verification of equipment hours (document active work hours only)
  - “Stand-by” time is not eligible for FEMA funding.
- Verification of labor hours compared to equipment hours
- Weather conditions as they might affect daily work.
- Quantities of debris hauled in cubic yards (CY).
- Load tickets, which will be used as a method of checking contractor efficiency if debris is hauled based on CY.

### Unit Price Contract

Based on weight (in tons) or volume (in CY) of debris hauled and may be used when the scope of work is not well defined but individual work tasks are known. They require close monitoring of pick-up, hauling and dumping to ensure that quantities are accurate. This contract is best used when the scope of work is large, but the exact measurement of work is difficult to define.

#### Special Considerations:

- May be complicated by the need to segregate debris for disposal.
- Factors that influence the unit price include debris types, removal method, distance and routes used for hauling, permitting requirements, worksite limitations and restoration requirements.

#### Monitoring Considerations:

- Documentation of the location, eligibility, and quantities of debris is essential because the unit price contract is based on an estimate of debris quantities.
- Pick up, transportation, eligibility determination, segregation, staging, reduction, and final disposition must all be closely monitored.
- There should be monitors at the collection points and where the debris is unloaded (either the DMS or final disposition).
- Ensure accurate measurements of all trucks/trailers and certify all trucks before use.

### Lump Sum Contract

Establishes 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:

1. Area Method where the scope of work is based on a one-time clearance of a specified area.
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.

#### Special Considerations:

- The quantity, type and location of debris should be clearly defined.
- The contract should include a provision to cover if the collection or unloading location changes after the contract is awarded.
- Estimating the amount of debris to be brought to the rights-of-way can be difficult to determine.
- Requires cooperation of the public to place only eligible debris at the curb and participate in segregating materials.

#### Monitoring Considerations:

- Loading monitors must validate that only contract-identified debris is collected.
- Debris should only be obtained from eligible sources.
- Document truckloads and debris volumes to make sure final volume matches contract.



- Amount of debris collected, reduced/recycled, and disposed must be closely monitored and documented as it will be required to establish reasonable price.

### Cost Plus Fixed Fee Contract

Cost plus fixed fee contracts consist of either lump sum or unit price contracts with a fixed contractor fee added into the price.

**Note:** Emergency contracting is typically for a short period of time immediately following the event and allows the jurisdiction to complete lifesaving tasks (e.g., debris clearance). Once this is completed, the jurisdiction must formally procure a contractor for the debris removal and operations stage. A jurisdiction cannot use the emergency contracting procedure for the entire process, especially if there is the possibility of FEMA funding.

Sample contracts can be found in [Attachments #5-7](#).

### Debris Contractor Oversight

FEMA requires the local government/jurisdiction applying for PA funding (referred to as the “Applicant”) to monitor all contracted debris operations to ensure that the quantities and work claimed are accurate and eligible. This includes documenting debris quantities by type, quantities reduced, reduction methods, and pickup/disposal locations. If the Applicant does not monitor contracted debris removal operations, it jeopardizes the PA funding for that work.

In federally declared disasters, FEMA personnel periodically validate the Applicant’s monitoring efforts to ensure eligible debris is being removed and processed efficiently. Debris monitoring is primarily the responsibility of the local government/jurisdiction. Force account resources, temporary hires, and/or contractors may be used to accomplish the monitoring. FEMA provides training to an Applicant’s force account debris monitors (including its temporary hires) upon request.

If the Applicant outsources a monitoring task, the contract must be awarded to a contractor who has no vested interest in the debris removal contract or contractor. There must be no conflict of interest between the monitoring contractor and the debris removal contractor.

Monitoring operations is meant to ensure that the debris removal contractors are performing the scope of work required by their contract and documenting debris removal operations thoroughly. Monitors should be placed at ingress and egress points in order to quantify debris loads, issue/sign off on load tickets, inspect and validate truck capacities, check loads for hazardous waste, and perform quality control checks.

### Debris Loading Site Monitor(s)

Performs on-site, street-level debris monitoring at all contractor loading sites to verify debris eligibility based on the monitoring contract’s requirements and initiate debris removal documentation using load tickets.

#### Responsibilities may include:

- Monitoring designated loading sites to check and verify information on debris removal operations.
- Monitoring collection activities of trucks.
- Issuing load tickets at loading site for each load.
- Checking the area for safety considerations such as downed power lines and children playing in the area.

- Ensuring traffic control needs are met and trucks/equipment are operated safely, notifying supervisor(s) of concerns regarding the safe operation of trucks/equipment.
- Ensuring that white goods are sorted and ready for transport to a storage site or final disposition.
- Performing pre-work inspections of debris areas to identify potential problems such as covered utility meters, transformers, fire hydrants, mailboxes, etc., to mitigate damages from loading equipment (also serves as baseline to account for any damage resulting from debris removal operations).
- Documenting damage to utility components, driveways, road surfaces, private property, vehicles, etc., should it occur, with photographs. If possible, collecting information about the owner, circumstances of the damage and reporting it to the supervisor.
- Ensuring the work area is clear of debris to the specified level before equipment is moved to a new loading area.
- Notifying supervisor of any concerns regarding inadequate debris clearance.
- Properly monitoring and recording performance and productivity of debris removal crew.
- Remaining in regular contact with DMCA or their designee.
- Ensuring that loads are contained properly before leaving the loading area.
- Ensuring that only eligible debris from approved public areas is collected for loading/hauling, and that hazardous wastes are not mixed into loads.
- Receiving training to properly monitor debris operations.

#### Debris Tower Site Monitor(s)

Verifies estimated quantities of eligible debris being hauled by contractor trucks and confirms these quantities are properly documented on load tickets. Debris Tower Site Monitors are located at the DMS or other final disposition sites as appropriate.

#### Responsibilities may include:

- Accurately measuring and documenting load hauling compartments prior to debris hauling operations (and recertifying on regular basis). All trucks/trailers must be certified before beginning to haul debris.
- Documenting measurements and computations for all contractor trucks/trailers.
- Recording contract haulers' cubic yardage and other information (i.e., license plate number and vehicle description) as needed on the load ticket.
- Initialing each load ticket before permitting trucks to proceed from the check-in area to the tipping area.
- Remaining in regular contact with DMCA or their designee.
- Reporting to supervisor if debris removal work does not comply with all local ordinances as well as state and federal regulations (e.g., improper disposal of hazardous wastes).
- Verifying relevant permits were obtained for debris reduction operations.
- Recording the types of equipment and number of hours equipment was used, including down time of each piece of equipment every day (for time and materials contracts).
- Estimating the percentage of full capacity for each truck or trailer load.
- Ensuring trucks are not artificially loaded (e.g., debris is wetted, fluffed, or not compacted).
- Ensuring that all debris is removed from trucks at DMSs.
- Obtaining and becoming familiar with the requirements outlined in all debris removal and disposal contracts to ensure the contract requirements are implemented correctly.
- Overseeing debris reduction (e.g., chipping/grinding, baling/compacting, reuse, recycling).

**Note:** Debris monitors may need to be trained to measure truck capacities for certification purposes. Recertification of the hauling trucks on a random and periodic basis should be implemented for contract compliance and reimbursement considerations.

Truck certification allows the monitor to identify the truck itself and its hauling capacity in a standardized manner. It is important to know the truck hauling capacity since debris, specifically vegetative debris, is often hauled and billed by volume. The standard list of requirements include:

- Size of hauling bed in CY
- License plate number
- Truck identification number assigned by the owner
- Short physical description of the truck

## DEBRIS MANAGEMENT SITE

A Debris Management Site (DMS) is a location to temporarily store, reduce, segregate, and/or process debris before it is hauled to its final disposition. It is frequently used to increase operational flexibility when landfill space is limited or when the landfill is not near the debris removal area. By employing a DMS, debris can be collected from rights-of-way and public properties before it is ready to be taken to its final disposition location, in order to expedite recovery operations. Due to monitoring complications, residents will not be able to access or dispose of debris at the DMSs. Residents will normally be required to leave debris at the public right-of-way or at collection centers.

Removal and disposal actions should be handled at the lowest level possible based on the magnitude of the event. It follows the normal chain of responsibility (i.e., local jurisdiction, county, state), and when resources are exceeded at each level of responsibility, federal assistance may be requested according to established procedures. Because of the limited government debris removal and reduction resources, the establishment and operation of DMSs are generally accomplished by contracts.

Hamilton County has pre-identified potential DMSs for the sole purpose of temporarily storing, segregating, and reducing debris (See [Attachment #8: Potential Debris Management Sites](#)). There are economic benefits for debris volume reduction as it can reduce the overall cost of debris removal operations by reducing the volume of material that is taken to a landfill. All efforts will be made to have debris segregated at the rights-of-way and collection centers before having contractors haul the debris directly to its final disposition location. This is to minimize transportation and reduction costs. A listing of landfill and recycler locations is located in [Attachment #9](#).

Contractors and force account employees operating the DMSs will herein be referred to as “Operators.” The Operators will be responsible for all site setup, site operations, rodent control, closeout, and remediation costs at each of the sites. The Operators are also responsible for the lawful disposal of all debris reduction by-products that may be generated.

The Operators will restore the DMSs as close to the original condition as is practical so that it does not impair future land use. All sites are to be restored to the satisfaction of the DMCA in coordination with the appropriate county departments and regulatory agencies.

### Site Identification

The DMCA, Great Parks of Hamilton County and Hamilton County EMHSA will work with the local district office representative from OEPA to assist in pre-determining satisfactory DMSs located throughout the county. It is recommended that the Jurisdictional Debris Coordinators work with the DMCA to identify potential DMSs that can be inspected and pre-approved through OEPA prior to a debris generating event. If a local jurisdiction wishes to share resources, including DMSs, they must coordinate with the County DMCA and follow the minimum requirements established in this DMP.

Publicly owned property will be given priority as potential DMS locations with privately owned property being a last resort. Emergency debris sites will be strategically located considering distance from the

source of the waste, distance to other DMSs, and access issues. See [Attachment #13: Debris Management Site Checklist](#) for more location requirements.

The size of a DMS is dependent on the quantity of debris that needs to be stored and processed. The site should be large enough to safely accommodate processing of various debris materials, storing heavy equipment, and maneuvering trucks and large processing equipment.

The DMS requires ingress/egress capable of accommodating heavy truck traffic. The DMS selection criteria will consider access to major routes to allow for trucks to transport material to final disposition locations. Each DMS should be established in an area that does not impede the flow of traffic along major transportation corridors, disrupt local business operations, or cause dangerous conditions in residential neighborhoods or schools. Whenever possible, DMSs will not be located near residential areas, schools, churches, hospitals, and other such sensitive areas.

### Environmental and Historic Preservation Concerns

When selecting public or private sites, pre-existing conditions should be considered because the sites will have to be restored upon site closeout. For site closure reasons, field teams should refrain from aggravating an existing environmental issue during the debris management operations.

Therefore, a DMS should not be established in an environmentally or historically sensitive area such as wetlands, critical animal and plant habitats, sole source aquifers, freshwater well fields, historic districts, or archeological sites. This applies specifically to any Superfund site or area within a 100-year floodplain. DMS selection criteria should also take into consideration any disproportionately high or adverse impacts on minority or low-income populations, in accordance with Executive Order 12898. Adverse impacts should be avoided or minimized where possible.

The topography and soil/substrate conditions may be evaluated to determine the best site layout, as time and resources permit. Consideration will be given to ways that make site closure and restoration easier. For example, if the local soils are very thin, the topsoil can be scraped to bedrock and stockpiled in perimeter berms. Upon site closeout, the uncontaminated soil can be re-spread to preserve the integrity of the tillable soils. Operations that modify the landscape, such as substrate compaction and over excavation of soils when loading debris for final disposal, adversely affect landscape restoration.

By conducting a baseline data collection study, the DMCA and applicable partners can further establish the feasibility of potential sites, document the existing sites, and vet potential environmental issues. Data collection needs to be completed prior to establishing the site and continued throughout the debris operations. The final evaluation should include the same documentation in order to avoid disagreements on the condition of the site prior to the operations and the condition to which it was returned.

### Baseline Data Checklist

Baseline data collection is essential to documenting the condition of the land before it is used as a DMS. Private and public land used as a DMS needs to be returned to its original condition following the termination of all debris operations. The type of debris being stored and/or processed at each DMS shall determine if/what soil and water samples are needed.

#### Before Debris Activities Begin:

- Take ground or aerial photographs and/or video.
- Note important features such as structures, fences, culverts, and landscaping.
- Take random soil samples, if appropriate.
- Take random groundwater samples, if appropriate.
- Take water samples from existing wells, if appropriate.
- Check the site for volatile organic compounds, if appropriate.

#### After Debris Activities Begin:

- Take spot soil samples at HHW and fuel storage areas.
- Establish groundwater-monitoring wells, if appropriate.
- Take groundwater samples, if appropriate.

#### Periodic Updates:

- Update photographs/videos.
- Update maps/sketches of site layout.
- Update quality assurance reports, fuel spill reports, etc.

### Site Operations

Lined temporary storage areas should be established for ash, HHW, fuels, and other materials that may contaminate soils and groundwater. Plastic liners should be placed under stationary equipment such as generators and mobile lighting units. If contracted, these actions should be included as a requirement in the contract scope of work. If the site is also an equipment storage area, fueling and equipment repair should be monitored to prevent and mitigate spills of petroleum products and hydraulic fluids.

To the extent possible, the effects of operations that might irritate occupants of neighboring areas will be lessened. A buffer zone may be established to abate concerns over smoke, dust, noise and traffic. Materials will be segregated based on planned volume reduction methods if they are unable to be hauled directly to their final disposition after collection.

Significant accumulation of debris should not be allowed to occur at DMSs due to environmental and safety concerns, such as the risk of fire. Additional DMSs may be required if the actual debris quantities flowing into the site are greater than the site storage and processing capacity. See [Attachment #14](#) for a Sample Debris Management Site Layout.

Some sites may only stage vegetative debris and shall not conduct any form of processing (e.g., chipping, grinding, composting, or baling/compacting). These debris sites shall only temporarily store the vegetative debris until it is to be hauled to a processing site for reduction. No processing may be conducted at a site solely designated for storing/staging.

Hamilton County will not utilize burning as a method of debris reduction. Vegetative and woody debris will be reduced by chipping and mulching. This eliminates the need for an ash pit and burn area.

### Closeout Coordination

Restoration of a site involves removing all traces of the debris operations and possible remediation of any contamination that may have occurred. The site, either publicly owned or leased, must be brought back to its original environmental state prior to being returned to the owner.

DMS Operators must satisfactorily demonstrate to the Engineer's Office that all DMSs are properly closed out and remediated. If there are multiple DMSs, the DMCA will assist the Engineer's Office in prioritizing site closures. The Operators are responsible for environmental restoration of both public and leased sites. All debris must be removed from sites for final disposal prior to closure. Debris, processing equipment, storage tanks, protection berms, and other structures built on the site should be removed upon completion of all debris removal and processing operations.

There will be significant costs associated with DMS closeout as well as close scrutiny by the public, media, and environmental groups. Collecting baseline data and following site operation procedures will assist in proper site closeout.

The final environmental site evaluation will be conducted by Hamilton County Public Health. Similar testing as completed in the baseline study will be conducted to confirm that the site has been returned to its pre-activity state. Test samples should be taken at the same locations as those of the initial assessment and monitoring program. However, if warranted, additional test samples may need to be taken at other locations on or adjacent to the site.

Based on the results of the testing, additional remediation may be required before the owner takes final acceptance of the site. If leasing private property, the lease agreement should have provisions to release the Applicant from future damages when the site is returned in its original condition or final acceptance is received from the owner.

The Hamilton County Engineer's Office with assistance from relevant partners will monitor all closeout activities to ensure that contractors complied with contract specifications. If necessary, local jurisdictions and OEPA officials will develop and implement a site remediation or restoration plan.

### Closure Checklist

DMS closeout is not considered complete until the following occurs:

- All processed, unprocessed vegetative material and inert debris shall be removed to a properly approved solid waste management site.
- Tires must be disposed of at a scrap tire collection center/processing facility; white goods and other metal scrap should be separated for recycling, as appropriate.
- All other materials, unrecoverable metals, insulation, wall board, plastics, roofing material, painted wood, and other material from demolished buildings that is not inert debris as well as inert debris that is mixed with such materials shall be removed to a properly permitted C&D recycling facility, C&D landfill, or municipal solid waste landfill.
- Hazardous waste is removed.
- Equipment and temporary structures are removed.
- Petroleum spills are remediated.
- Comparison of baseline information to conditions after the site has been vacated.

### Site Remediation

During the debris removal process and after the materials have been removed from each of the DMSs, environmental monitoring may be needed to close each of the sites. This is to ensure that no long-term environmental contamination remains. The type of monitoring will depend on the debris types stored at the DMS and the processing operations (i.e., chipping/mulching, baling, compacting, etc.) that were conducted. Monitoring can be done on soil and/or groundwater.

**Soil:** Monitoring of soils should be by portable inspection methods to determine if any of the soils are contaminated by volatile organic compounds. This may be done if it is determined that hazardous materials, such as oil or diesel fuel was spilled at the site. This phase of monitoring should be completed after all debris is removed from the DMSs.

**Ground Water:** The monitoring of groundwater can be done to determine the probable effects of rainfall leaching through the stockpile areas. This is not required if vegetative debris is the only debris type stored at a DMS.

### Re-Approval

Sites that were approved as a DMS during the planning process will require re-approval for long-term storage, reduction processing and permanent disposal if the site is not closed out in accordance with appropriate guidelines. Sites shall be managed and monitored in accordance with the local health department and OEPA requirements to prevent threats to the environment or public health.

## RECYCLING STORM DEBRIS

A primary objective of this DMP is to conserve landfill capacity and to protect natural resources to the maximum extent practical and efficient. This Plan promotes reduction of the debris stream utilizing chipping, grinding, baling, compaction, reuse, recycling, or other methods, as it may present an opportunity to reduce the overall cost of the operation.

**Metals:** Wind and tornadoes may cause extensive damage to mobile homes, sun porches, and green houses. Most of the metals are non-ferrous (not made of iron) and suitable for recycling. Mobile home and trailer frames and other ferrous metals are also suitable for recycling. Metals that have been processed for recycling (i.e., baling/compacting, removing nonmetal materials) can be sold to metal recycling firms. Recycling scrap metals and parts from white goods presents an opportunity to offset the collection and disposal costs. This also reduces the amount of waste going to a landfill.

**Soils:** Debris removal operations may include transporting large amounts of soil to the DMS. There it may be combined with other organic materials that will decompose over time. This procedure can produce significant amounts of soil that can be sold, recycled back into the agricultural community, or stored onsite to be used as cover.

In agricultural areas where chemical fertilizers are used heavily, recovered soil may be too contaminated for use on residential or existing agricultural land. It may be necessary to monitor and test the soil to ensure that it is not contaminated with chemicals. If the soil is not suitable for any agricultural or residential use, it may ultimately have to be disposed of at a permitted landfill.

**Wood:** Vegetative debris is bulky and consumes a significant volume of landfill space. To minimize the use of landfill space, it is prudent to reduce the volume of vegetative debris. Vegetative debris may be reduced by as much as 75 percent of its volume by chipping, mulching or grinding and as much as 90 percent of its volume through burning technologies. If the grinding operation is strictly for volume reduction, the size of the mulch is not important; however, mulch to be used for agricultural purposes must be of a certain size and virtually free of paper, plastic, and dirt.

Efforts will be made to avoid burning vegetative debris where possible. The primary method of reduction will be to take vegetative debris directly from public rights-of-way and collection points to businesses with the capability to grind, chip and mulch large quantities of vegetation. From there the business can keep the material for industrial heating fuel, residential, or agricultural use.

**Construction Materials:** Certain types of C&D debris are reusable or recyclable. To conserve landfill space, materials for reuse or recycling should be separated out. Concrete, asphalt, and masonry products can be crushed and used as base material for certain road construction products or as a trench backfill. Debris targeted for base material needs to meet certain size specifications as determined by the end user.

**Residue Material:** Residue material that cannot be recycled, such as cloth, rugs, and trash can be sent to a landfill for final disposal.

**Note:** If receiving FEMA reimbursement, funds that are received due to salvage cost from recycling must be deducted from the claimed amount.

## ENVIRONMENTAL REQUIREMENTS AND PERMITTING

Following a disaster event, compliance with environmental protection laws and regulations is required. Federal and state environmental protection agencies such as OEPA, Ohio Department of Natural Resources (DNR), and local health departments should be consulted for applicable regulatory requirements.

All debris related activities shall be coordinated with the necessary local, state, and federal agencies to ensure compliance with environmental and historic preservation laws/regulations/policies and determining environmental monitoring and reporting requirements for DMSs. All environmental and land-use variance permits necessary to establish temporary DMSs shall be obtained. Several agencies may be involved in issuing permits.

The following is a list of State agencies the County may potentially be required to contact in debris operations:

- OEPA
  - Temporary land use variances
  - Solid waste disposal regulations
  - Soil, air and water monitoring regulations
  - HHW regulations
  - Site remediation/restoration plan development
- Ohio DNR
  - Erosion and sediment control
  - Debris removal from waterways
  - Floodplain regulations
- Ohio State Historic Preservation Office
  - Temporary DMS regulations
  - Historical buildings and property located within the county

## SPECIALIZED DEBRIS REMOVAL

### Stream Clearance

To ensure that stream hazards are removed appropriately, local permitting is followed and debris clearance from streams is in accordance with all local rules and regulations, the DMCA may need to coordinate with:

- The County Floodplain Manager
- County Soil & Water Conservation District
- Ohio DNR
- USACE
- U.S. Coast Guard
- Local government departments/agencies
- The Prosecutor's Office
- Contractors specializing in marine salvage operations
- Commercial divers
- Certified surveyors

See [Appendix D](#) for the Stream Clearance Guide.

### Animal Carcasses

A debris generating event may cause the need for removal and disposal of animal carcasses and other fleshy organic matter. Each jurisdiction will utilize their public works department to dispose of animal remains found on public property. Any animal remains found on private property is the responsibility of the property owner to dispose of. For animal carcasses found on county-owned property the Engineer's Office will be responsible for clearance and disposal. Animal remains located on a state route are the



responsibility of the Ohio Department of Transportation. Livestock carcasses are the responsibility of OEPA and Ohio Department of Agriculture.

The DMCA will coordinate with the Engineer's Office, Ohio Department of Transportation, and Hamilton County's Dog Warden, to determine if a drop off location will need to be established for animal carcasses. The Dog Warden, Cincinnati Animal CARE, will assist in identification of domesticated animal remains and reunification of deceased animals with their owners, who will then be responsible for disposal.

If animal remains are to be placed into a dumpster or other waste container the remains must be in a sealed bag. If the animal remains are transported directly to a landfill they are not required to be in a sealed bag. Rumpke landfills are certified to accept animal carcasses.

### Infectious Waste

Infectious waste is capable of causing infections in humans, including contaminated animal waste, human blood and blood products, isolation waste, pathological waste, and discarded sharps (e.g., needles, scalpels, or broken medical instruments). The DMCA will need to coordinate through OEPA and state and local health departments for the oversight and removal of these products. This will also include the removal of human remains. A specialized environmental remediation contractor will need to be hired to oversee the proper removal and disposal of infectious waste. See [Attachment #9](#) for a Landfill & Recycler List.

Documentation that the disaster-related infectious waste is collected and separated in accordance with prescribed safety and medical practices is required. Verify that chains-of-custody of the collected materials are maintained. Based on the condition and type of materials, this debris may require special handling, containerization, and disposal (including incineration).

### Electronic Waste

Electronic waste, also known as e-waste, refers to electronic equipment that is no longer useable or wanted. It encompasses a broad and growing range of electronic devices including computers, televisions, cell phones, stereos, handheld tablets, copier machines, etc. E-waste is any electrical or electronic equipment that's been discarded. This includes working and broken items that are thrown in the garbage or donated to a charity reseller (e.g., Goodwill). Often, if the item goes unsold in the store, it will be thrown away. The United States generated 6.92 million tons of e-waste in 2019, only 15 percent of which was recycled.

E-waste is particularly dangerous due to toxic chemicals that naturally leach from the metals inside when buried. Dangerous levels of metals such as lead, steel, arsenic, and copper can leach from e-waste and affect the environment, wildlife, and health of the community. Recycling e-waste has environmental and monetary benefits. Therefore, Hamilton County will make efforts to segregate electronic waste at the public right-of-way before transporting directly to recycling facilities (See [Attachment #9](#) for a Landfill & Recycler List).

### Chemical, Biological, Radiological, Nuclear and Explosive (CBRNE)-Contaminated Debris

Chemical, biological, radiological, nuclear, and explosive (CBRNE)-contaminated debris is any debris contaminated by chemical, biological, radiological, nuclear, or explosive materials as a result of a natural or man-made disaster, such as a terrorist event or weapons of mass destruction (WMD). The clearance, removal, and disposal of CBRNE-contaminated debris should be performed in accordance with applicable federal and State statutes, regulations, policies, and other guidance documents.

The handling and disposal of debris generated from a WMD or terrorism event will exceed the capabilities of the County and will require immediate federal assistance. Normally, a WMD or terrorism event will, by its very nature, require all available assets and involve many more federal and adjacent state and county

departments and agencies. The nature of the waste stream as well as whether or not the debris is contaminated will dictate the necessary cleanup and disposal actions.

The debris handling considerations unique to this type of event include:

- Much of the affected area will likely be a crime scene. Law enforcement officials may need to clear the activities before debris operations can begin. The DMCA should ensure the CBRNE-contaminated debris is cleared by law enforcement officials before removal so as not to undermine the integrity of the crime scene. Debris operations may also proceed concurrently with incident investigations.
- Debris may contain CBRNE contaminants. If so, the debris will have to be stabilized, neutralized, containerized, etc. before disposal. CBRNE-contaminated debris may be either disposed of or taken to a special collection area for further analysis and processing. In such an occurrence, the operations may be under the supervision and direction of a federal agency and one or more specialty contractors retained by that agency. Verify and document that separation, processing, and disposal follow the prescribed procedures.
- Be aware of the types of evidentiary material being sought in case CBRNE-contaminated debris is encountered outside the identified crime scene area.
- The type of contaminant will dictate the required capabilities of the personnel working with the debris. Certain contaminants may preclude deployment of resources that are not properly trained or equipped.

The DMCA will continue to be the single point of contact for all debris removal and disposal issues within the county. Coordination will be exercised through the USACE ESF #3 Branch located at the designated FEMA Joint Field Office. In this type of event, the County will become a supporting element to the USACE, U.S. EPA, and/or the Department of Energy.

## **PRIVATE PROPERTY DEMOLITION AND DEBRIS REMOVAL**

Dangerous structures are the responsibility of the property owner to demolish in order to protect the health and safety of adjacent residents. However, experience has shown that unsafe structures will often remain in place due to lack of insurance or absentee landlords. Care must be exercised to ensure that the County properly identifies structures listed for demolition. See [Attachment #15: Demolition Checklist](#) for key tasks that should be addressed before demolition occurs.

Once identified, the Ohio State Historic Preservation Office (SHPO) will assist in identifying damaged structures classified as nationally historical. The County may request assistance in this process from the Cincinnati Urban Conservator. Identifying these structures will ensure compliance with historical preservation requirements. In a debris event, the SHPO will consult with the relevant County departments to identify the districts, sites, and structures that have been designated as historically important. If a location/structure is of major historical importance and must be demolished or have emergency work conducted (e.g., grinding tree stumps, clearing vegetative debris, etc.) the County will ensure:

- Before and after photos are taken.
- A detailed map is clearly marked with the location of the site/structure.
- All efforts are made to comply with Section 106 of the National Historic Preservation Act of 1966.
- The Section 106 Review Project Summary Form from the SHPO is filled out and submitted to the Resource Protection and Review Department at the SHPO as soon as possible (See [Attachment #16: Section 106 Review – Project Summary Form](#)).

Debris removal by the County from private property will be a rare occurrence and limited to only those situations where there is a clear danger (present/imminent/potential) to life, safety and/or public health. Once the right of entry is obtained, a site inspection is required prior to approval of private property debris removal (See [Appendix E: Public Assistance Private Property Debris Removal Fact Sheet](#)).

#### Acceptable private property debris removal examples include:

- Dangerously leaning/damaged trees or limbs over public rights-of-way or other public spaces.
- Partially or totally collapsed structures that could endanger the public.
- Debris that poses a clear and present fire danger.
- Debris that negatively impacts critical infrastructure and/or services.
- Hazardous or HHW which, if left unaddressed, may pose threat to public health and/or safety.

Debris that does not meet these (or similar) circumstances is the responsibility of individual property owners. Private property debris brought to the right-of-way and/or taken to established collection centers in accordance with published guidelines will be removed by designated debris clearance teams and is eligible for PA funding.

The DMCA will coordinate with all appropriate County officials, State officials (OEPA, Department of Health, State Historic Preservation Office, etc.), and FEMA, if appropriate, for:

- Demolition of private structures.
- Removing debris from private property.
- Local law and/or code enforcement requirements.
- Historic and archaeological site restrictions.
- Qualified environmental contractors to remove hazardous materials such as asbestos and lead-based paint.
- Execution of right of entry/hold harmless agreements with landowners. A sample right of entry/hold harmless agreement is shown in [Attachment #17](#).

## **PUBLIC INFORMATION STRATEGY**

After a disaster, residents want answers regarding recovery operations. The goal of the public information strategy is to ensure that the residents are given accurate and timely information for their use and individual planning purposes. If information is not distributed quickly, rumors and misinformation spread and erode confidence in the management of recovery operations.

The Incident Public Information Officer (PIO) is responsible for managing public information related to debris management. If no PIO has been established for the incident, one should be designated to share information with the public pertinent to debris management. If the County EOC is active, ESF #15 – Emergency Public Information can support this effort.

### Assignment of Tasks

The public information strategy will be overseen by the Incident PIO who should assign personnel the following tasks:

- Preparing information to be distributed.
- Implementing a process to distribute information.
- Applying a process to update, correct, revise, and redistribute information as operations progress.
- Coordinating with the DMCA to share debris-related information with the Joint Information Center.

### Distribution

The public information strategy is to disseminate the prepared information to the general public. This can be accomplished through a number of mediums:

- Media – social media, local television, radio, newspapers, or community newsletters.
- Internet Sites – Local department/agency websites.
- Public Forums – Interactive meetings at town halls or shopping mall kiosks.
- Direct Mail Products – Door hangers, direct mail, fact sheets, flyers within billings, and billboards.

Public information personnel will take advantage of every information medium available if power, utilities, and other infrastructure have been damaged.

### Information to be Included

Debris information should include the parameters, rules, and guidelines of debris operations so residents can begin their personal recovery activities. The staff responsible for developing and writing public messages will present the information in a clear, direct, and organized manner. The language used must be simple and easy for all residents to understand. Jargon and acronyms should be avoided. Information may have to be distributed in more than one language for it to be understood by non-English speaking populations and neighborhoods (See [Appendix F: Debris Fact Sheet for Local Officials](#) as a source for basic debris removal information).

The following is a list of topics that should be addressed with the public information strategy:

- Insurance coverage considerations.
- How the debris will be collected, including curbside segregation guidance.
- If curbside collection, answer the following:
  - Will Applicant employees or contractors collect the debris?
  - What are the schedules and the routes for collection?
  - What is the final collection date for streets, sectors, or subdivisions?
  - What type(s) of debris will be collected?
- If collection centers, answer the following:
  - Where are the collection centers?
  - What are the daily collection center hours?
  - Is debris to be segregated at the collection centers?
  - What types of debris will be accepted at the centers?
  - How long will the collection centers accept disaster-related debris?
- Disposal procedures for self-help and independent contractors.
- Restrictions and penalties for creating illegal dumps.
- How to submit questions concerning debris removal.
- Instructions for keeping debris piles away from fire hydrants, utility poles, mailboxes, and storm drains.
- Instructions on what to do if assistance is needed to get debris to the curb.
- Volunteers – where they should report, who will manage them, what they need help with, etc.
- Disposal methods and ongoing actions to comply with federal, state, and local environmental regulations.

### Debris Management Sites

Although unlikely in Hamilton County, a collection center and a DMS may be the same site. If so, the same information for the collection centers above applies to the DMSs, along with:

- Where can a resident find a site map of the DMS for public debris drop-off of HHW, C&D debris, etc.? Are these areas segregated and well-marked for vehicular traffic?
- Will residents be charged a fee to use the DMS?
- Will residents be restricted as to how much disaster-related debris can be dropped off at the DMS?
- Will the DMS have burning, chipping, grinding, or baling operations? If so, during which hours will these activities take place? Address any environmental concerns the public may have as well.
- How long will residents be able to bring their disaster-related debris to the DMS?
- How long will the DMS be open to process (reduce/recycle) debris?
- Are there traffic changes that will impact the general public due to the location or operation of the DMS?

## PLAN DEVELOPMENT

Stakeholders from the Coordinating Agency, Supporting Agencies, and subject matter experts at the county, state and federal level were engaged during the development of this DMP. This plan was developed in accordance with best practices as set forth in FEMA’s 2020 Public Assistance Program and Policy Guide, Comprehensive Preparedness Guide 101, 2021 Public Assistance Debris Monitoring Guide, 2010 Debris Estimating Field Guide, and the Ohio Emergency Management Agency’s Debris Management Workbook.

Multiple meetings were conducted in-person and virtually to discuss and review the DMP throughout the planning process. The Core Planning Team that oversaw the plan development consisted of EMHSA and Environmental Services. The Core Planning Team held initial meetings to review the requirements of the DMP.

Subsequent meetings were held with external partners and subject matter experts, including private businesses that provide recycling, waste management and disposal services, to discuss different elements of the plan. Vendors were contacted to determine if they would have the capacity and ability to contract with the County in the event of a disaster that generates a large amount of debris. Any businesses that were unwilling or unable to contract with the County to dispose of debris after a disaster were not included in [Attachment 9: Landfill & Recycler List](#).

Stakeholders and subject matter experts engaged in the planning process include:

- Great Parks of Hamilton County
- Hamilton County Communications Center
- Hamilton County Department of Environmental Services
- Hamilton County Engineer’s Office
- Hamilton County Planning + Development
- Hamilton County Public Health
- Hamilton County Purchasing Department
- Cincinnati Office of Environment and Sustainability
- Cincinnati Animal CARE
- Duke Energy
- State Historic Preservation Office
- Ohio EPA
- Ohio EMA

After the final draft of the DMP was completed, all organizations and agencies listed as having responsibilities under this plan were emailed a copy of the final draft and asked to review the plan and their responsibilities. All participants provided approval of their responsibilities and the suggested revisions were made to the plan.

After the stakeholders reviewed the DMP, the plan was submitted to Ohio EMA for a crosswalk evaluation. The DMP met the state’s standards and was then submitted by Ohio EMA to FEMA for review and approval. FEMA approved the plan and provided documentation stating that the *2022 Hamilton County Debris Management Plan* met the 12 components for a comprehensive debris management plan. The FEMA-approved DMP was then sent to Directors of EMHSA and Environmental Services for final approval.

## PLAN MAINTENANCE

### Evaluation

This DMP will be evaluated through periodic reviews and when the Plan is implemented during exercises and real-world events. Elements to consider when reviewing include:

- Whether any changes have occurred to personnel identified in the plan with responsibilities.
- Whether there were any changes to applicable state or local legislation.
- Whether any specific areas of improvement were identified after the plan was implemented during exercises and/or real-world events.

Hamilton County EMHSA is responsible for initiating a review of this plan every three years with Hamilton County Department of Environmental Services and other applicable departments. Plan reviews will occur at least every three years in accordance with the plan maintenance; however, plan updates may occur more frequently than this timeline. Any changes will be documented in the Revision History table.

### Revision

The DMP will be revised by Hamilton County EMHSA when plan updates are identified during plan reviews. Plan updates may be based on changes to policy or county structure and/or based on lessons learned and areas of improvement identified through events, drills, exercises, or after-action reviews. Any changes to this DMP will be documented in the Revision History Table.

Major revisions, those which significantly alter or establish new policy, must be reviewed and approved by the Debris Management Coordinating Agency (DMCA) - Hamilton County Department of Environmental Services. The Department of Environmental Services will be notified of any minor changes made by EMHSA.

## AUTHORITIES AND REFERENCES

### Authorities

#### Federal

Air Pollution Prevention and Control, 42 U.S.C. § 7661-7671q (2010).

Debris Removal, 42 U.S.C. § 5173 (2019).

Debris Removal, 44 C.F.R. § 206.224 (2009).

Emergency Planning and Community Right-to-Know, 42 U.S.C. § 11001 et seq. (1986).

Essential Assistance, 42 U.S.C. § 5170b (2010).

Exec. Order No. 12898, 3 C.F.R. 276-279 (1994).

General Federal Assistance, 42 U.S.C. § 5170a (2015).

General Procurement Standards, 2 C.F.R. § 200.318 (2014).

National Historic Preservation Act, 16 U.S.C. § 470f (1996).

Procurement, 44 C.F.R. § 13.36 (2001).

Repair, Restoration, and Replacement of Damaged Facilities, 42 U.S.C. § 5172 (2010).

Subawards to Debarred and Suspended Parties, 44 C.F.R. § 13.35 (2010).

#### State

Ohio Administrative Code 149-1-02 – Guidelines for Archaeological Investigations on Public Land, Archaeological Preserves, and Sites Listed in the State Registry of Archaeological Landmarks

Ohio Administrative Code 1301:7-7– Ohio Fire Code

Ohio Administrative Code 1301:7-9 – Underground Storage Tanks

Ohio Administrative Code 3745-27-19 – Operational Criteria for a Sanitary Landfill Facility

Ohio Administrative Code 4101:8 – Board of Building Standards: Residential Code of Ohio

Ohio Administrative Code 4501:3 – Local Organizations

Ohio Revised Code 125 – Department of Administrative Services: Office Services

Ohio Revised Code 307 – Board of County Commissioners: Powers

Ohio Revised Code 343.01 – Establishment and Maintenance of County or Joint Solid Waste Management District

Ohio Revised Code 2307.84-2307.98 – Civil Actions

Ohio Revised Code 2921.42 – Having an Unlawful Interest in a Public Contract

Ohio Revised Code 3704 – Air Pollution Control

Ohio Revised Code 3714 – Construction and Demolition Debris

Ohio Revised Code 3734 – Solid and Hazardous Wastes

Ohio Revised Code 3750 – Emergency Planning

Ohio Revised Code 3781 – Building Standards: General Provisions

Ohio Revised Code 4123 – Workers’ Compensation

Ohio Revised Code 5502 – Department of Public Safety

## Local

Hamilton County Resolution dated September 27, 1989 – Resolution Authorizing the Enactment of County Emergency Management Agreements.

Hamilton County Resolution dated June 20, 2023 – Resolution Endorsing the Participation of County Employees in Assisting with Responding and Recovering During a Declared Emergency or Disaster.

## References

### Federal

Federal Emergency Management Agency. (2007). *FEMA 325: Public Assistance Debris Management Guide*. Retrieved from [https://www.fema.gov/sites/default/files/2020-07/fema\\_325\\_public-assistance-debris-mgmt-plan\\_Guide\\_6-1-2007.pdf](https://www.fema.gov/sites/default/files/2020-07/fema_325_public-assistance-debris-mgmt-plan_Guide_6-1-2007.pdf)

Federal Emergency Management Agency. (2010). *FEMA 329: Debris Estimating Field Guide*. Retrieved from [https://www.fema.gov/sites/default/files/2020-07/fema\\_329\\_debris-estimating\\_field-guide\\_9-1-2010.pdf](https://www.fema.gov/sites/default/files/2020-07/fema_329_debris-estimating_field-guide_9-1-2010.pdf)

Federal Emergency Management Agency. (2020). *Public Assistance Program and Policy Guide (Version 4.0.)*. Retrieved from [https://www.fema.gov/sites/default/files/documents/fema\\_pappg-v4-updated-links\\_policy\\_6-1-2020.pdf](https://www.fema.gov/sites/default/files/documents/fema_pappg-v4-updated-links_policy_6-1-2020.pdf)

Federal Emergency Management Agency. (2021). *Public Assistance Debris Monitoring Guide*. Retrieved from [https://www.fema.gov/sites/default/files/documents/fema\\_debris-monitoring-guide\\_sop\\_3-01-2021.pdf](https://www.fema.gov/sites/default/files/documents/fema_debris-monitoring-guide_sop_3-01-2021.pdf)

### State

Ohio Department of Natural Resources Division of Soil & Water Resources. (n.d.). *Ohio Stream Management Guide*. Retrieved from <https://ohiodnr.gov/wps/portal/gov/odnr/discover-and-learn/safety-conservation/about-ODNR/water-resources/water-inventory-planning/stream-management-guides>

Ohio Emergency Management Agency. (2011). *Sample County Debris Management Plan*. Retrieved from [https://ema.ohio.gov/Documents/DRB/Sample\\_Plan/Sample\\_Debris\\_Plan\\_August2011.doc](https://ema.ohio.gov/Documents/DRB/Sample_Plan/Sample_Debris_Plan_August2011.doc)



Ohio Emergency Management Agency. (2014). *State of Ohio Emergency Operations Plan*. Retrieved from [http://ema.ohio.gov/EOP\\_Detail.aspx](http://ema.ohio.gov/EOP_Detail.aspx)

#### Local

Hamilton County Emergency Management and Homeland Security Agency. (2020). *Hamilton County Damage Assessment Plan*.

Hamilton County Emergency Management and Homeland Security Agency. (2020). *Emergency Operations Plan*. Retrieved from <http://www.hamiltoncountyohioema.org/wp-content/uploads/2021/03/EOP-Basic-Plan-v.-1.1.1.pdf>

Hamilton County Emergency Management and Homeland Security Agency. (2020). *Hamilton County Joint Information System Guide*.

Hamilton County Purchasing Department. (2017). *Hamilton County Purchasing Policy Manual*.

Hamilton County Risk Management Division. (2018). *Hamilton County Risk Management Policy and Procedure Manual*.

## ACRONYMS AND GLOSSARY

### Acronyms

<b>CBRNE</b>	Chemical, Biological, Radiological, Nuclear, Explosive
<b>CY</b>	Cubic Yards
<b>C&amp;D</b>	Construction & Demolition
<b>DMCA</b>	Debris Management Coordinating Agency
<b>DMP</b>	Debris Management Plan
<b>DMS</b>	Debris Management Site
<b>DNR</b>	Department of Natural Resources
<b>EMHSA</b>	Emergency Management & Homeland Security Agency
<b>EOC</b>	Emergency Operations Center
<b>EPA</b>	Environmental Protection Agency
<b>ESF</b>	Emergency Support Function
<b>FEMA</b>	Federal Emergency Management Agency
<b>GIS</b>	Geographic Information Systems
<b>GPS</b>	Global Positioning System
<b>HHW</b>	Household Hazardous Waste
<b>IS</b>	Independent Study
<b>LEPC</b>	Local Emergency Planning Committee
<b>MARCS</b>	Multi-Agency Radio Communications Systems
<b>MH</b>	Multi-Hazard
<b>OEPA</b>	Ohio Environmental Protection Agency
<b>PA</b>	Public Assistance
<b>PDA</b>	Preliminary Damage Assessment
<b>PIO</b>	Public Information Officer
<b>PPE</b>	Personal Protective Equipment
<b>PSAP</b>	Public Safety Answering Point
<b>RMPPM</b>	Risk Management Policy and Procedure Manual
<b>SHPO</b>	State Historic Preservation Office
<b>USACE</b>	United States Army Corps of Engineers
<b>WMD</b>	Weapons of Mass Destruction

## Glossary

**Applicant** – Applicant is a term used by FEMA for state and local governments, tribal authorities, and certain private non-profit organizations applying for Public Assistance Program funding.

**Baling** – Baling is a process that compresses material into a block (bale) which is secured by plastic or wire strapping.

**Chipping or Mulching** – Chipping and mulching are used interchangeably to indicate the process of reducing woody material, such as lumber and vegetative debris, by mechanical means into small pieces to be used as mulch or fuel.

**Collection Center** – Collection centers are utilized for residents to transport debris to a central location for disposal. Large roll-off dumpsters may be placed in public rights-of-way or public property for the collection. Separate bins should be designated for particular types of debris.

**Compacting** – Compacting is the exertion of force on something so that it becomes denser and takes up less space.

**Construction and Demolition Debris** – C&D debris is material from houses, buildings, roadways, and industrial and commercial facilities (i.e., concrete, brick, masonry, stone, glass, asphalt, dry wall, plaster, paneling lumber/wood, plumbing fixtures, carpet, tile, piping, insulation, roofing materials and wiring).

**Debris** – Debris is a blanket term that encompasses items and materials broken, destroyed, or displaced by a natural or human-caused disaster. Examples of debris include, but are not limited to, trees, construction and demolition material, silt, mud, personal property, and hazardous waste.

**Debris Clearance** – Debris clearance is the process of clearing roads by pushing debris to the roadside (right-of-way or curb) to accommodate emergency traffic. There is no attempt to physically remove or dispose of the debris, only to clear important access routes.

**Debris Contracts** – In a debris generating event, a local jurisdiction may decide to use contractors for their debris operations based on insufficient resources or volume of debris to be removed. There are three types of contracts typically used in debris removal:

1. *Unit Price Contracts*: are based on weights (tons) or volume (cubic yards) of debris hauled and may be used when the scope-of-work is not well defined.
2. *Lump Sum Contracts*: establish the total contract price using a one-time bid from the contractor and will only be used when the scope-of-work is clearly defined, and the quantities of material are clearly defined.
3. *Time and Materials Contracts*: the contractor bills the Applicant for labor, equipment, materials and overhead. May be used for short periods of time immediately after the disaster to mobilize contractors for emergency removal efforts.

**Debris Estimating** – Debris estimating includes the techniques used to quantify the amount of debris generated after a disaster. This is typically accomplished by physically entering the area where the debris has been generated and completing windshield surveys and measurements to calculate the amount of debris that has been deposited. Use of the forecasting models will provide estimates of personal property debris that could be brought to the right-of-way from certain events such as floods or tornados.

**Debris Forecasting** – Debris forecasting is the technique of using models or historical data to predict the amount and type of debris that may be generated by an event prior to the event occurring. Debris forecasts can be used to determine the required response and recovery resources, the number and size of debris management sites, and the final disposition of disaster-related debris.

**Debris Management Coordinating Agency** – The Debris Management Coordinating Agency is the single point of contact responsible for managing, overseeing, and coordinating debris operations for the county.

**Debris Management Site** – A debris management site is a location for local jurisdictions to temporarily store, reduce, segregate, and/or process debris before it is hauled to its final disposition. It is frequently used to increase the operational flexibility when landfill space is limited or when the landfill is not in close proximity to the debris removal area.

**Debris Monitoring** – Debris monitoring includes actions taken in order to document eligible quantities and reasonable expenses during debris activities to ensure that the work complies with the contract scope-of-work, follows local, state, and federal environmental guidelines, and/or is eligible for Public Assistance grant reimbursement.

**Debris Monitors** – Debris monitors are individuals used in the coordination, oversight, and monitoring of all debris removal and disposal operations performed by private contractors.

**Debris Removal** – Debris removal can include picking up debris and taking it to a debris management site, composting facility, recycling facility, permanent landfill, or other reuse or end-use facility.

**Demolition** – Demolition is the act or process of reducing a structure, as defined by State or local code, to a collapsed state.

**Disposal** – Disposal refers to the delivery of debris and/or residue from volume reduction operations to an appropriately licensed disposal or transfer facility.

**Energy Recovery** – Energy recovery from waste is the conversion of non-recyclable waste materials into usable heat, electricity, or fuel through a variety of processes, including combustion, gasification, pyrolyzation, anaerobic digestion and landfill gas recovery.

**Final Disposition** – The final disposition is the disposal location for whole, reduced, or recycled debris. This can be landfills, recycling facilities, hazardous/infectious waste disposal facilities, etc.

**Force Account Labor** – Force account labor is labor performed by the jurisdiction’s permanent, full time, or temporary employees.

**Hazardous Waste** – Hazardous waste has properties that make it potentially harmful to human health or the environment. Hazardous waste is regulated under the Resource Conservation and Recovery Act (RCRA). In regulatory terms, a RCRA hazardous waste is a waste that appears on one of the four hazardous wastes lists or exhibits at least one of the following four characteristics: ignitability, corrosivity, reactivity, or toxicity.

**Hold Harmless** – Hold harmless generally refers to a contractual arrangement whereby one party agrees to hold the other party without responsibility for damage or other liability incurred as a result of a particular action or transaction.

**Household Hazardous Waste** – Household hazardous waste is any hazardous debris disposed of by residential consumers. Examples of household hazardous waste include small quantities of normal household cleaning and maintenance products, latex and oil-based paint, cleaning solvents, gasoline, oils, swimming pool chemicals, pesticides, and propane gas cylinders.

**Inert Debris** – Inert debris is solid waste that will not dissolve, burn or otherwise physically or chemically react, biodegrade or adversely affect other matter that it comes into contact with, in a way likely to cause environmental pollution or harm to human health. Inert waste is waste that does not undergo any significant physical, chemical, or biological transformations. Examples include sand and concrete.

**Infectious Waste** – Infectious waste is capable of causing infections in humans, including contaminated animal waste, human blood and blood products, isolation waste, pathological waste, and discarded sharps (needles, scalpels, or broken medical instruments).

**Legal Responsibility** – Legal responsibility in the context of debris management is a statute, formally adopted legal code, or ordinance that gives local government officials responsibility to perform work on public and/or private property.

**Load Tickets** – Load tickets are a tool that is used in the debris monitoring process. They typically track the amount of debris hauled from curbside pickup to final disposal. The load tickets must be signed by all locations and the drivers and turned into the appropriate party to ensure proper payment.

**Mixed Debris Collection** – Mixed debris collection includes the collection of any combination of debris types with different properties that are not separated before transport and disposal.

**Mutual Aid Agreement** – Mutual aid agreements are the legal basis for two or more entities to share resources. Often, a written understanding between local jurisdictions obligating assistance during a disaster.

**Operators** – Operators, in the context of this plan, are contractors and force account employees operating the Debris Management Sites.

**Public Safety Answering Point** – A Public Safety Answering Point is a facility that has been designated to receive 911 calls and route them to emergency service personnel.

**Putrescent Debris** – Putrescent debris is any debris that will decompose or rot, such as food products, animal carcasses and other fleshy organic matter.

**Recycling** – Recycling encompasses activities by which discarded materials are collected, sorted, processed, and converted into raw materials and are then used in the production of new products.

**Reduce/Reduction** – Reduce and reduction are terms meaning to diminish in size, amount or number the waste generated from a debris event. There are three main types of reduction methods to consider and use during debris operations: incineration, chipping/grinding, and recycling.

**Remediation** – Remediation is the process of returning the Debris Management Site back to its pre-disaster use and function. This process requires removal of all debris brought to the site, environmental, soil, and groundwater monitoring, and ensuring no long-term environmental contamination is left on site.

**Residue Material** – Residue material are items that cannot be recycled, such as cloth, rugs, and trash.

**Reuse** – Reuse means to use again, especially in a different way or after reclaiming or reprocessing. The major benefit of reusing materials is the energy and resources that one saves by reducing the production of new materials.

**Right of Entry** – Right of entry is the document by which a property owner confers to an eligible entity (i.e., local government or jurisdiction) or its contractor the right to enter onto private property for a specific purpose without committing trespass.

**Right-of-Way** – The right or rights-of-way are the portions of land over which facilities such as highways, railroads, or power lines are built. It includes land on both sides of the facility up to the private property line.

**Soil, Mud & Sand** – Floods, landslides, winds, wildfires, and storm surges often result in soil, mud, and sand debris on improved public property and public rights-of-way. Facilities commonly affected by this type of debris include streets, sidewalks, storm and sanitary sewers, water treatment facilities, drainage canals and basins, parks, and public swimming pools.

**Source-Segregated Debris Collection** – Source-segregated debris collection is the separation of different types of solid waste at the location where they are generated (i.e., a household or business). The number and types of categories into which wastes are divided usually depends on the collection system used and the final destination of the wastes.

**Staging Area** – A staging area is a stopping place or assembly point enroute to a destination.

**Tipping Area** – A tipping area is the area in which vehicles approach the active landfill face from the access/haul road and dispose of solid waste into the landfill.

**Tipping Fee** – A tipping fee is a fee based on weight or volume of debris dumped that is charged by landfills or other waste management facilities to cover their operating and maintenance costs.

**Utility Systems Debris** – Utility systems debris may include utility poles, wiring, conduit, and other items from power, telephone, cable TV, and other utilities.

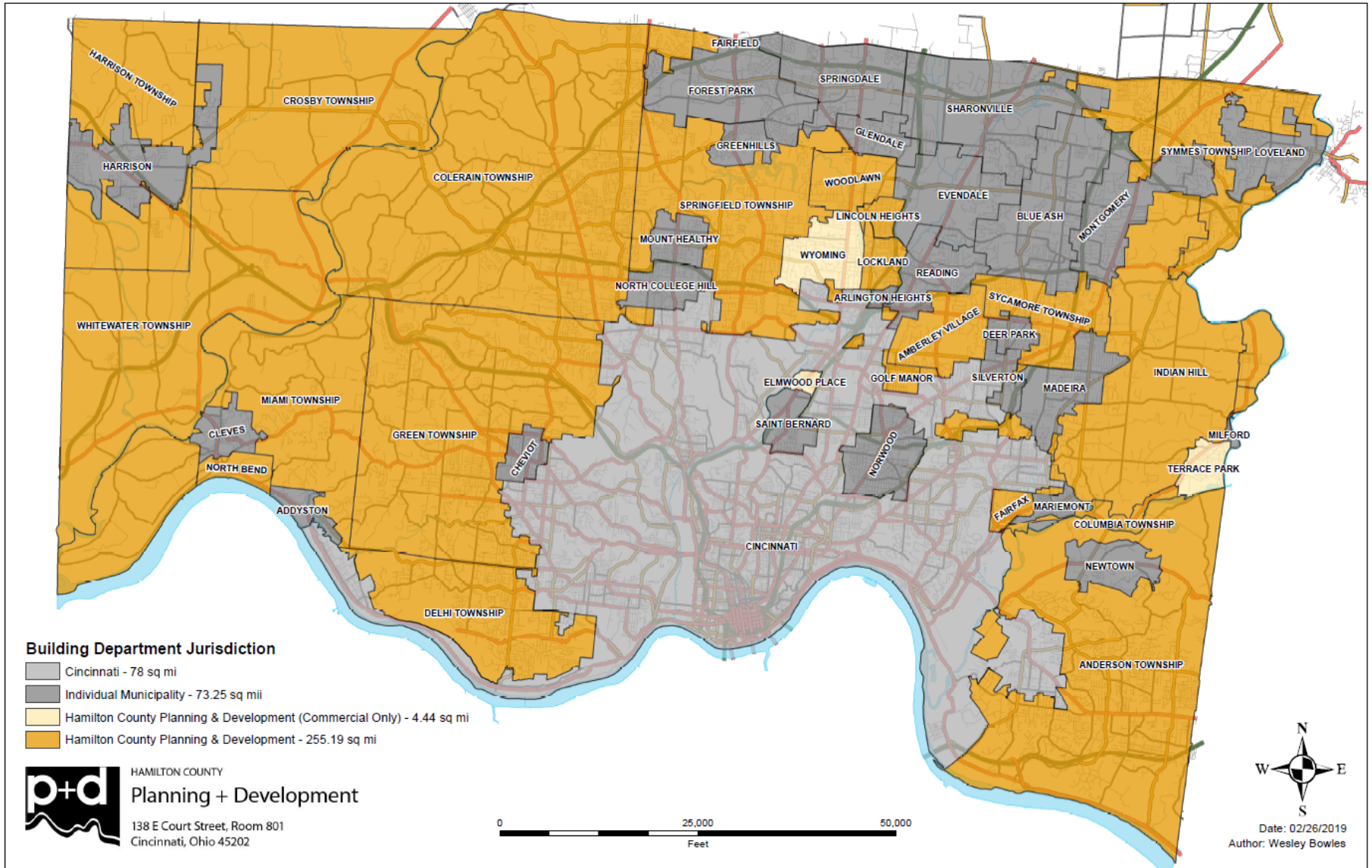
**Vegetative Debris** – Vegetative debris consists of whole trees, tree stumps, tree branches, tree trunks, and other leafy material.

**Vehicles & Vessels** – Vehicles & vessels encompass land-based machines used to transport people or goods (e.g., trains, cars, trucks, etc.) and watercraft bigger than a rowboat.

**Volatile Organic Compounds** – Volatile organic compounds are emitted as gases from certain solids or liquids. This includes a variety of chemicals, some of which may have short- and long-term adverse health effects.

**White Goods** – White goods are discarded household appliances such as refrigerators, freezers, air conditioners, heat pumps, ovens, ranges, washing machines, clothes dryers, and water heaters.

# ATTACHMENT #1 - BUILDING DEPARTMENT JURISDICTION LIST



**ATTACHMENT #2 – STOCKPILED DEBRIS FIELD SURVEY FORM**

**Debris Field Survey Form**

**Type of Material:**  
 Clean Vegetative \_\_\_ Mixed \_\_\_ C&D \_\_\_ Mulch \_\_\_ Other \_\_\_\_\_

**Stockpile Location:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Average Length of Stockpile:** \_\_\_\_\_ **Feet**

**Average Width of Stockpile:** \_\_\_\_\_ **Feet**

**Average Height of Stockpile:** \_\_\_\_\_ **Feet**

**Total Cubic Feet :** \_\_\_\_\_ **Cubic Feet**

**Total Cubic Yards:(Cubic Feet divided by 27)** \_\_\_\_\_ **Cubic Yards**

**Contractor's Representative:** \_\_\_\_\_ **Date** \_\_\_\_\_

**Government's Representative:** \_\_\_\_\_ **Date** \_\_\_\_\_

**Remarks:** \_\_\_\_\_

**See Sketch of Site on Reverse Side**

**Debris Field Survey Form**

**Stockpile Location:** \_\_\_\_\_

Width \_\_\_\_\_ Feet

Length \_\_\_\_\_ Feet

$\frac{L' \times W' \times H'}{27} = \text{CY}$

Height \_\_\_\_ Feet

Height \_\_\_\_ Feet

Height \_\_\_\_ Feet

Length \_\_\_\_\_ Feet

Remarks: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Width \_\_\_\_\_ Feet



## ATTACHMENT #3 – EMERGENCY CONTACTS FOR DEBRIS MANAGEMENT

Name	Department	Work Phone	Cell Phone	Email
<b>Chad Shaffer</b>	Duke Energy <i>Local Community Relations Contact</i>	(513) 287-1037	(217) 494-2050	<a href="mailto:Chad.Shaffer@duke-energy.com">Chad.Shaffer@duke-energy.com</a>
<b>Jason Rahe</b>	Great Parks of Hamilton County <i>Chief of Conservation and Parks</i>		(513) 404-9111	<a href="mailto:jrahe@greatparks.org">jrahe@greatparks.org</a>
<b>Dean Ferrier</b>	Rumpke <i>Municipal/Public Sector Specialist</i>	(800) 828-8171 ext.5273	(513) 200-0881	<a href="mailto:Dean.Ferrier@rumpke.com">Dean.Ferrier@rumpke.com</a>
<b>Jill Williams</b>	Hamilton County Purchasing <i>Interim Purchasing Director</i>	(513) 946-4337		<a href="mailto:Jill.Williams@hamilton-co.org">Jill.Williams@hamilton-co.org</a>
<b>Nick Crossley</b>	Hamilton County EMHSA <i>Director</i>	(513) 263-8201	(513) 470-3405	<a href="mailto:Nick.Crossley@hamiltoncountyohio.gov">Nick.Crossley@hamiltoncountyohio.gov</a>
<b>Eric Beck</b>	Hamilton County Engineer's Office <i>County Engineer</i>	(513) 946-8432	(513) 470-3422	<a href="mailto:Eric.Beck@hamilton-co.org">Eric.Beck@hamilton-co.org</a>
<b>Doug Hunt</b>	Bzak Landscaping & Garden Center <i>Office Manager</i>	(513) 831-0907		<a href="mailto:dhunt@bzak.com">dhunt@bzak.com</a>

## ATTACHMENT #4 – MUTUAL AID AGREEMENTS

The following attachment is a copy of the contract between an identified vegetative debris disposal company, Bzak Landscaping, and the Hamilton County Board of County Commissioners on behalf of the Hamilton County Department of Environmental Services. This contract may be used as a basis for an amendment to include disaster situations or act as a guide for future contracts.

### CONTRACT FOR MANAGEMENT OF WOOD CHIPS

This contract is entered into on \_\_\_\_\_ of December, 2008 between the Board of County Commissioners of Hamilton County on behalf of the Department of Environmental Services, Solid Waste Management District (hereinafter referred to as the “County”) and Bzak Landscaping, (hereinafter referred to as the “Contractor”) with an office at 931 Round Bottom Road, Milford, OH 45150 for the purpose of providing services to load, transport and manage wood chips.

#### I. TERM

This Contract shall become effective from and after December 1, 2008 and shall terminate January 31, 2009, unless otherwise extended by written agreement of the parties, or otherwise terminated in accordance with the terms hereof.

#### II. SCOPE OF SERVICE

The Contractor shall supply all supervision, material, labor, service, equipment, operations and expertise necessary to load and transport wood chips to the Contractor’s compost facility. The locations are as follows:

Community	Location	Price/Cubic Yard
Springfield	952 Compton, 45231	\$3.50
Woodlawn	Mayview Forest Drive, 45215	\$3.50
Colerain	Clippard Park - Dewhill Road; Senior Center - 4200 Springdale 45251	\$3.50
Green	6717 Kuliga Park; Reemelin Road, 45238	\$3.50
Harrison	Industrial Drive & behind wastewater plant (10999 Campbell Rd.), 45030	\$3.50
Addyston		\$3.50
Forest Park		\$3.50
Montgomery	7315 Cornell, 45242	\$3.00
Blue Ash	Osborne & Reed Hartman; 6131 Grooms Road, 45242	\$3.00
Amberley	8601 Ridge Road, 45237	\$3.00
Symmes	9783 Union Cemetary Loveland, 45140	\$3.00
Village of Newtown	3711 Debolt Road Cincinnati, Ohio 45244	\$3.00
Lincoln Heights	Steffens Avenue, 45215	\$3.00

The County will coordinate with the Contractor to schedule the servicing of the community sites.

Additional community wood chip sites that seek the County’s assistance will be added as an addendum to this Contract. Any reduction in the locations that seek the County’s assistance will be deleted as an addendum to this Contract.

The wood chips collected by the Contractor shall be properly composted or otherwise processed. The County has the authority to inspect compost operations given reasonable notice. Under no circumstances may the Contractor dispose of wood chips in landfills, or by illegal or improper dumping. The location, means and methods of handling, composting or otherwise processing the wood chips collected shall be performed at the sole cost and expense of the Contractor and shall be subject to approval of the County. The Contractor shall comply with all federal, state and local laws, rules and regulations.

### **III. BILLING AND PAYMENT**

The County agrees to pay the Contractor at the completion of its services. The County will pay the Contractor an amount not to exceed \$88,000 for loading, transporting, and managing wood chips. Billing will be based on the cubic yards collected from each site, as listed in Section II – Scope of Service.

The County shall pay the Contractor within 30 days of receipt of an acceptable invoice for work done consistent with the terms and conditions of the Contract.

### **IV. CONTRACTOR'S OBLIGATIONS**

The Contractor shall, in a satisfactory and proper manner as determined by the County, provide and furnish all labor, supervision, materials, permits, licenses, insurance, capital and equipment necessary to provide the loading, hauling, and management of wood chips disposed at the Contractor's compost facility described herein in accordance with all of the terms and conditions of this Contract, including those contained in the Request for Bid and the Contractor's Bid, copies of which are attached hereto as Exhibit A and Exhibit B, respectively, and are incorporated by this reference into the Contract. In the event of any conflict between the terms and conditions contained of the body this Contract document and the terms and conditions of Exhibits A and B, inconsistencies shall be resolved on the basis of the following order of priority:

1. This Contract document
2. Request for Bid (Exhibit A)
3. Contractor's Bid (Exhibit B)

### **V. NON-EXCLUSIVE AGREEMENT AND CONFLICT OF INTEREST**

This Contract in no way precludes, prevents, or restricts the County from obtaining and working under an additional contractual arrangement(s) with other parties.

The Contractor further agrees that there is no financial interest involved on the part of any officers, Board of County Commissioners or employees of the County involved in the delivery of this work product or the negotiation of this Contract. At the time of signing the Contract, the Contractor has no knowledge of any situation, which would be a conflict of interest. It is understood that a conflict of interest occurs when an employee will gain financially or receive personal favors as a result of the signing or implementation of this Contract.

The Contractor shall report the discovery of any potential conflict of interest to the County. Should a conflict of interest be discovered during the term of this Contract, the County may exercise any right under the Contract including termination of the Contract.

### **VI. GOVERNING LAW**

This Contact and any modifications, amendments, or alternations, shall be governed, construed, and enforced under the laws of Ohio.

### **VII. INTEGRATION AND MODIFICATION**

This instrument embodies the entire Contract of the parties. There are no promises, terms, conditions or obligations other than those contained herein; and this Contract shall supersede all previous communications, representations or Contract, either written or oral, between the parties to this Contract.

Also, this Contract shall not be modified in any manner except by an instrument, in writing, executed by the parties to this Contract.

#### **VIII. SEVERABILITY**

If any term or provision of this Contract or the application thereof to any person or circumstance shall, to any extent be held invalid or unenforceable, the remainder of this Contract or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term and provision of this Contract shall be valid and enforced to the fullest extent permitted by law.

#### **IX. TERMINATION FOR CONVENIENCE**

County may terminate the Contract for any reason upon five (5) days written notice to Contractor at any time during the term of the Contract. In the event of such termination, County shall not be liable to Contractor for costs, expenses, liabilities or damages of any kind or character which may arise out of such termination.

#### **X. DEFAULT AND TERMINATION FOR CAUSE**

County may, in addition to all other rights and remedies provided by law, equity or this Contract, terminate this Contract for cause by giving Contractor at least seven (7) calendar days prior written notice thereof. For purposes of this Paragraph, "cause" means the following: Contractor's failure to perform in accordance with the terms of the Contract; Contractor's breach of the Contract; Contractor's failure to make timely payments to any approved subcontractors, if any; Contractor's inability to comply with the Contract; Contractor's insolvency or inability to pay its debts as they mature; Contractor's general assignment for the benefit of its creditors, or appointment of a receiver for the whole or substantial part of Contractor's assets; or Contractor's becoming in any way the subject of a bankruptcy petition, unless such petition is filed by a person other than Contractor and is not dismissed within thirty (30) days of its filing. In the event the Contractor shall correct, or take substantial steps toward correcting the cause giving rise to the notice within seven (7) calendar days of the notice required above, as determined sufficient by County in its sole reasonable discretion, the cause of termination shall be deemed void and this Contract shall continue in effect. In the event Contractor does not correct or has not taken substantial steps toward correcting such cause to County's satisfaction prior to the stated termination date, Contractor shall halt performance of services, except as requested in writing by County, and shall prepare a final invoice for payment. Contractor shall not be entitled to any payments after County gives Contractor notice of termination until such time as County determines the increase in costs which it will bear in order to complete some or all of the services and any damages County may suffer as the consequence of a breach of this Contract by Contractor. At such time, County may remit the amount properly submitted, if any, less the amount of such increased costs and damages suffered by County. If County's costs and/or damages are greater than any amounts to which the Contractor may be entitled for work satisfactorily performed, any amount due and owing from Contractor to County shall be promptly remitted to County.

#### **XI. AVAILABILITY OF FUNDS**

This Contract is conditioned upon the availability of federal, state, or local funds which are appropriated or allocated for payment of this Contract. If funds are not allocated and available for the continuance of the function performed by the Contractor hereunder, the products or services directly involved in the performance of that function may be terminated by County at the end of the period for which funds are available. County shall notify the Contractor at the earliest possible time of any products or services, which will or may be affected by a shortage of funds. No penalty shall accrue to County in the event this provision is exercised, and County shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section.

## **XII. NON-DISCRIMINATION CLAUSE**

The Contractor certifies it is an equal opportunity employer and shall remain in compliance with state and federal civil rights and non-discrimination laws and regulations included but not limited to Title VI, and Title VII of the Civil Rights Act of 1964 as amended, the Rehabilitation Act of 1973, the Americans with Disabilities Act, the Age Discrimination Act of 1975, the Age Discrimination in Employment Act, as amended, and the Ohio civil rights laws.

During the performance of this Contract, the Contractor shall not discriminate against any employee, contract worker, or applicant for employment because of race, color, religion, sex, sexual orientation, national origin, ancestry, disability, Vietnam-era veteran status, age, political belief or place of birth. The Contractor shall take affirmative action to ensure that during employment, all employees are treated without regard to race, color, religion, sex, sexual orientation, national origin, ancestry, disability, Vietnam-era veteran status, age, political belief or place of birth. These provisions apply also to contract workers. Such action shall include, but is not limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising, layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices stating the Contractor complies with all applicable federal and state non-discrimination laws.

## **XIII. INDEMNIFICATION**

The Contractor shall protect, defend, indemnify and hold the County, its officers, employees, agents and Board of County Commissioners of Hamilton County free and harmless from and against any and all losses, penalties, damages, settlements, costs or liabilities of every kind and character arising out of or in connection with any acts, errors or omissions of the Contractor, negligent or otherwise, and its employees officers, agents, or independent Contractors. The Contractor agrees to pay all damages, costs and expenses of, officers, agents, employees and Board of County Commissioners in defending any action arising out of the aforementioned acts, errors or omissions.

## **XIV. INSURANCE**

### **GENERAL CONDITIONS**

#### **Insurance Provisions**

During the Contract and for such additional time as may be required, Contractor shall provide, pay for, and maintain in full force and effect the insurance outlined herein for coverage at not less than the prescribed minimum limits covering Contractor's activities, those activities of any and all subcontractors or those activities anyone directly or indirectly employed by Contractor or subcontractor or by anyone for whose acts any of them may be liable.

#### **Certificates of Insurance**

Before starting work, Contractor shall give the County a certificate of insurance completed by Contractor's duly authorized insurance representative certifying that at least the minimum coverage required herein is in effect; specifying the form that the liability coverage's are written on; and, confirming liability coverage's shall not be cancelled, non-renewed, or materially changed by endorsement or through issuance of other policy(ies) of issuance without thirty (30) days advance written notice to:

**Hamilton County Risk Manager**  
Room 607  
**138 East Court Street**  
Cincinnati, OH 45202  
**Facsimile: 513-946-4330**

Each policy required by this clause, except worker's compensation and professional liability, shall endorse "the Board of County Commissioners of Hamilton County, Ohio and its officials, employees, agents, and volunteers" as an additional insured. The additional insured endorsement shall be on an ACORD or ISO form.

The Contractor shall furnish the Hamilton County Risk Manager and the Purchasing Department with a Certificate of Insurance describing the insurance specified under the agreement. The certificate shall be provided on an ACORD 25 form or equivalent. The Bidder shall furnish the Hamilton County Risk Manager and the Purchasing Department with a copy of the Worker's Compensation Insurance Certificate if it is not described in the ACORD 25 insurance certificate.

Failure of the County to demand such certificate or other evidence of full compliance with these insurance requirements or failure of County to identify a deficiency from evidence provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

The acceptance of delivery by County of any certificate of insurance evidencing that the required coverage and limits does not constitute approval or agreement by the County that the insurance requirements have been met or that the insurance policies shown in the certificates of insurance are in compliance with the requirements.

The County shall have the right, but not the obligation, of prohibiting the Contractor or its subcontractor(s) from conducting business with the County until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by the County.

If Contractor fails to maintain the insurance as set forth herein, the County shall have the right, but not the obligation, to purchase said insurance at Bidder's expense. Alternatively, the Contractor's failure to maintain the required insurance may result in termination of this Contract at County's option.

If any of the coverages are required to remain in force after final payment, an additional certificate evidencing continuation of such coverage shall be submitted with Contractor's final invoice.

All certificates of insurance shall reference the project/contract number for which the insurance is being provided.

### **Insurer Qualifications**

To the extent feasible, all insurance shall be provided through companies admitted to do business in the State of Ohio. Insurance policies provided by companies not admitted to do business in the State of Ohio shall be reviewed by the Hamilton County Risk Manager. Each company shall minimally have an A.M. Best rating of A: VII. In addition, certified copies of all insurance policies or amendatory endorsements required shall be provided to the County within ten (10) days of Bidder's written request for those copies.

### **Insurance Primary**

All coverage required of Contractor shall be primary over any insurance or self funded program carried by the County. Any insurance or self insurance maintained by the County shall be excess of the Contractor's insurance and shall not contribute to it.

### **No Reduction or Limit of Obligation**

By requiring insurance, the County does not represent that coverage and limits shall necessarily be adequate to protect Contractor. Insurance effected or procured by Contractor shall not reduce or limit Contractor's contractual obligation to indemnify and defend County for claims or suits which result from or are connected with the performance of this Contract.

### **Additional Insured**

To the extent commercially available at no additional cost, the policy or policies providing insurance as required, with the exception of professional liability (if applicable) and workers' compensation, shall

defend and include the Board of County Commissioners, Hamilton County, Ohio and its officials, officers, employees, agents, and volunteers as additional insureds on a primary basis for work performed under or incidental to this Contract. The form of the Additional Insured endorsement shall be the most recent edition of Insurance Services Office CG 20 10 (Form B) or its equivalent. If any of the Additional Insureds have other insurance applicable to the loss, it shall be on an excess or contingent basis. The amount of Contractor's insurance shall not be reduced by the existence of such other insurance.

### **Severability of Interests**

Contractor shall require all insurance policies in any way related to the goods or services provided under this Contract and secured and maintained by Contractor to include a severability provision or an endorsement waiving "cross claim exclusion between insureds" verbiage contained therein. Contractor shall require of subcontractors, by appropriate written agreements, similar waivers are included in subcontractor's insurance policies.

### **Duration of Coverage**

All required coverage shall be maintained without interruption during the entire term of this Contract. The products and completed operations coverage under the Commercial General Liability policy shall maintain coverage for the entire term of this Contract, plus an additional two (2) years, following final acceptance of the product(s) or the service(s) by the County.

### **Continuous Operation**

Contractor's general liability insurance policy must be endorsed to reflect the fact that County and any tenants shall continue to operate business activities of Contractor and that no property used in connection with County and tenants' activities shall be considered by Contractor's insurance company as being in the care, custody, or control of Contractor.

### **Retroactive Date and Extended Reporting Period**

If any insurance required herein is to be issued or renewed on a claims-made form as opposed to the occurrence form, the retroactive date for coverage shall be no later than the commencement date of the project. Further the policy shall state that in the event of cancellation or non-renewal, claim discovery period or "tail coverage" shall be 1 year beyond the cancellation date.

### **Subcontractor's Insurance**

Contractor shall cause each subcontractor employed by Contractor to purchase and maintain insurance of the types specified below. When requested by the County, the Contractor shall furnish copies of certificates of insurance evidencing coverage for each subcontractor.

### **Joint Ventures**

If Contractor is a joint venture involving two (2) or more entities, then each independent entity shall satisfy the limits and coverage specified here or the joint venture shall be named insured under each policy specified.

### **Waiver of Subrogation**

Contractor shall require all insurance policies in any way related to the work and secured and maintained by Contractor to include clauses stating each underwriter shall waive all rights of recovery, under subrogation or otherwise, against the County. Contractor shall require of subcontractors, by appropriate written agreements, similar waivers each in favor of all parties enumerated in this section.

### **Cooperation**

Contractor and County agree to fully cooperate, participate, and comply with all reasonable requirements and recommendations of the insurers and insurance brokers issuing or arranging for issuance of the

policies required here, in all areas of safety, insurance program administration, claim reporting and investigating, and audit procedures.

### **Adjustment of Losses**

Any County's first party loss insured under the policies required herein shall be adjusted by Contractor and County, as their interest may appear, and made payable to County as trustee for the insured's as their interest may appear, subject to the requirements of any applicable mortgagee clause. The County, as trustee, shall have the power to adjust and settle any loss with the insurers unless one of the parties in interest objects in writing within five (5) days after the loss to County's exercise of this power. If such objection is made, an arbitrator mutually acceptable to the parties in interest and the County shall be chosen promptly.

The County, as trustee, shall in such case make settlement with the insurers in accordance with the directions of such arbitrator. If distribution of the insurance proceeds by arbitration is required, the arbitrators shall direct such distribution.

### **Replenishments of Limits**

At Contractor's expense, all limits must be maintained at all times due to claims on this project or any other project. Failure to do so may result in cancellation of this Contract at the County's sole discretion. If Contractor fails to renew, replace or replenish the coverage required, County may do on Contractor's behalf and deduct the cost from Contractor's payments.

### **Insurance Limits and Coverage**

To the extent applicable, the amounts and types of insurance shall conform to the minimum terms, conditions, and coverage of Insurance Service Office (ISO) policies, forms, and endorsements.

If Contractor has any self-insured retentions or deductible under any of the following minimum required coverage, Contractor must identify on the certificate of insurance the nature and amount of such self-insured retentions or deductible and provide satisfactory evidence of financial responsibility for such obligations. All self-insured retentions or deductible shall be Contractor's sole responsibility.

### **Commercial General Liability**

Contractor shall maintain commercial general liability insurance covering all operations by or on behalf of Contractor on an occurrence basis against claims for personal injury (including bodily injury and death) and property damage (including loss of use). Such insurance shall have these minimum limits and coverage:

#### Minimum Limits:

- \$1,000,000 each occurrence
- \$2,000,000 general aggregate
- \$2,000,000 products and completed operations aggregate
- \$100,000 fire liability

#### Coverage:

- Equivalent to most recent ISO commercial general liability form ISO CG 00 01
- Products and completed operations coverage maintained for at least two (2) years
- Blanket contractual liability
- Broad form property damage
- Severability of interest



- Personal injury
- Incidental medical malpractice (as applicable) (only needed when a Contractor is offering onsite services with Contractor personnel on site)
- Waiver of subrogation
- Joint venture as named insured (as applicable)
- Additional insured endorsement
- If this is a construction project contract, then the general aggregate limit shall apply to each project.

### **Automobile Liability**

Contractor shall maintain business auto liability covering liability insurance arising out of any auto (including owned, hired, and non-owned autos) assigned to or used in performance of the work contemplated under this Contract. The policy shall be at least as broad as the current version of the ISO CA 00 01 form.

#### Minimum Limits:

- \$1,000,000 combined single limit each accident

#### Coverage:

- Additional insured endorsement
- Specific waiver of subrogation
- Contractual liability

### **Worker's Compensation**

Contractor shall maintain workers' compensation and employer's liability insurance.

#### Minimum Limits:

- Worker's compensation-statutory limit meeting the requirements under the laws of Ohio
- Employer's liability
  - \$1,000,000 bodily injury for each accident
  - \$1,000,000 bodily injury by disease for each employee
  - \$1,000,000 bodily injury disease aggregate

### **Umbrella/Excess Liability**

Contractor shall maintain umbrella/excess liability insurance on an occurrence basis in excess of the underlying insurance described in Commercial General Liability insurance, and Business Automobile Liability insurance, which is at least as broad as each and every one of the underlying policies.

The amounts of insurance required in section 3.6 Insurance, General Liability, Business Auto Liability and Umbrella/Excess Liability of the Request for Bids, Exhibit A, may be satisfied by Bidder purchasing coverage for the limits specified or by any combination of underlying and umbrella limits, so long as the total amount of insurance is not less than the limits specified in General Liability, Business Auto Liability and Umbrella/Excess Liability when added together.

#### Minimum Limits:

- \$3,000,000 combined single limit and aggregate limit.

Coverage:

- Additional insured endorsement
- Pay on behalf of wording
- Concurrency of effective dates with primary
- Blanket contractual liability
- Punitive damages coverage (where not prohibited by law)
- Aggregates: apply where applicable in primary
- Care, custody, and control-follow form primary
- Drop down feature
- Specific waiver of subrogation

**XV. RELATIONSHIP**

Contractor is and shall remain for all purposes an independent contractor, and Contractor shall have no power, nor shall it represent that it has any power, to bind the County or to assume or create any obligation, express or implied, on behalf of County, unless specifically authorized by this Contract or in writing by County. The method and manner in which Contractor's services herein shall be performed shall be determined by Contractor, in its sole discretion, and the County shall not exercise control over Contractor or its employees except insofar as may be reasonably necessary to ensure performance and compliance with this Contract. The employees, methods and equipment used by Contractor shall at all times be under its exclusive direction and control. Nothing in this Contract shall be construed to designate Contractor, or any of its employees, as employees or agents of Hamilton County.

Nothing in this Contract is intended to, nor shall it be deemed to constitute a partnership, association or joint venture between the Contractor and the County in the conduct of the provisions of the Contract. The Contractor shall at all times have the status of an independent contractor without the right or authority to impose tort, contractual or any other liability on the County or its employees or volunteers.

**XVI. AVAILABILITY AND RETENTION OF RECORDS**

All records relating to the service and products provided and supporting documentation for invoices submitted to the County by the Contractor shall be retained and made available by the Contractor for audit by the State of Ohio (including, but not limited to, the Auditor of the State of Ohio, Inspector General or duly appointed law enforcement officials) and agencies of the United States government for a minimum of three (3) years after payment under this Contract. If an audit is initiated during this time period, the Contractor shall retain such records until the audit is concluded and all issues resolved.

**XVII. DISCLOSURE**

The Contractor hereby covenants that it has disclosed any information that it possesses about any business relationship or financial interest that it has with a County employees, employee's business, or any business relationship or financial interest that a County employee has with the Contractor or in the Contractor's business.

**XVIII. WARRANTY**

The Contractor warrants that its services and/or goods shall be performed and/or provided in a professional and work-like manner in accordance with applicable professional standards.

**XIX. ASSIGNMENT**

The parties expressly agree that the Contractor shall not assign this Contract without the prior written approval of the County. The Contractor may not subcontract any of the services agreed to in this Contract

without the express written consent of the County. All subcontracts are subject to the same terms, conditions, and covenants contained within this Contract. The Contractor is responsible for making direct payment to all subcontractors for any and all services provided by such contractor.

**XX. FORCE MAJEURE**

If by reason of force majeure, the parties are unable in whole or in part to act in accordance with this Contract, the parties shall not be deemed in default during the continuance of such inability provided, however, that Contractor shall only be entitled to the benefit of this paragraph for fourteen (14) days if the event of force majeure does not affect Contractor's property or employees which are necessary to Contractor ability to perform.

The term "Force Majeure" as used herein shall mean without limitation: acts of God; strikes or lockout; acts of public enemies; insurrections; riots; epidemics; lightening; earthquakes; fire; storms; flood; washouts; droughts; arrests; restraint or government and people; civil disturbances; and explosions.

The Contractor shall, however, remedy with all reasonable dispatch any such cause to the extent within reasonable control, which prevents the Contractor from carrying out its obligations contained herein.

**XXI. GOVERNING LAW AND LEGAL ACTION**

This Contract and any modifications, amendments, or alterations, shall be governed, construed, and enforced under the laws of Ohio. Any legal action brought pursuant to the Contract shall be filed in the courts located in Hamilton County, Ohio and Ohio law shall apply.

**XXII. COMPLIANCE**

Contractor certifies that Contractor and all subcontractors who provide direct or indirect services under this Contract shall comply with all requirements of federal laws and regulations, state statutes and Ohio Administrative Code rules in the conduct of work hereunder. The Contractor accepts full responsibility for payment of any and all unemployment compensation premiums, all income tax deductions, pension deductions, and any and all other taxes or payroll deductions required for the performance of the work by the Contractor's full time employees. The County shall not be liable for any taxes under this Contract.

**XXIII. PUBLIC RECORDS**

This Contract is a matter of public record under the laws of the State of Ohio. Contractor agrees to make copies of the Contract promptly to any requesting party.

**XXIV. MEDIA RELATIONS, PUBLIC INFORMATION, AND OUTREACH**

Although information about and generated under this Contract may fall within the public domain, Contractor shall not release information about or related to this Contract to the general public or media verbally, in writing, or by any electronic means without prior approval from the County, unless Contractor shall not release requested information by law. The County reserves the right to announce to the general public and media: award of the Contract, Contract terms and conditions, scope of work under the Contract, deliverables and results obtained under the Contract, and the impact of Contract activities. Except where approval has been granted in advance, the Contractor shall not seek to publicize and shall not respond to unsolicited media queries requesting: announcement of Contract award, Contract terms and conditions, or Contract scope of work. If contacted by the media about this Contract, the Contractor agrees to notify the County in lieu of responding immediately to media queries. County contact is Holly Christmann at (513) 946-7705.

**XV. AUDIT RESPONSIBILITY**

The Contractor agrees to accept responsibility for receiving, replying to and/or complying with any audit exception by appropriate federal, state or local audit directly related to the provision of this Contract.

The Contractor agrees to repay the County the full amount of payment received for duplicate billings, erroneous billings, or false or deceptive claims. The Contractor recognizes and agrees the County may withhold any money due and recover through any appropriate method any money erroneously paid under this Contract if evidence exists of less than full compliance with this Contract.

**XXVI. DRUG-FREE WORKPLACE**

Contractor certifies and affirms that Contractor shall comply with all applicable state and federal laws regarding a drug-free workplace. Contractor shall make a good faith effort to ensure that all employees performing duties or responsibilities under this Contract, while working on state, county or private property, shall not purchase, transfer, use or possess illegal drugs or alcohol, or abuse prescription drugs in any way.

**XXVII. WAIVER**

Any waiver by either party of any provision or condition of this Contract shall not be construed or deemed to be a waiver of any other provision or condition of this Contract, nor a waiver of a subsequent breach of the same provision or condition.

**XXVIII. CHILD SUPPORT ENFORCEMENT**

Contractor agrees to cooperate with, Ohio Department of Job and Family Services and any other Child Support Enforcement Agency in ensuring that Contractor’s employees meet child support obligations established under state law. Further, by executing this Contract, Contractor certifies present and future compliance with any order for the withholding of support, which is issued pursuant to Sections 3113.21 and 3113.214 of the Ohio Revised Code.

**XXIX. SIGNATURES**

The terms of this contract are hereby agreed to by both parties, as shown by the signatures of representatives of each.

In witness whereof, the parties have hereunto set their hands on this \_\_ day of November, 2008.

Bzak Landscaping

Authorized Representative: \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_

County Administrator

Hamilton County, Ohio

By: \_\_\_\_\_

Department Representative

Hamilton County Department of Environmental

Services – Solid Waste Management District

Hamilton County, Ohio

**HAMILTON COUNTY**

**PURCHASE AMENDMENT**

This Amendment is entered into on \_\_\_ between the Board of County Commissioners of Hamilton County through the Hamilton County Department of Environmental Services – Solid Waste Management District and Bzak Landscaping (“Vendor”) with an office at 931 Round Bottom Road, Milford, OH 45150.

**I. TERM**

This Amendment will be effective from May 13, 2009 through June 17, 2009 inclusive, unless otherwise terminated or extended by formal amendment.

The total amount of the Amendment cannot exceed \$15,000.00 over the life of this Amendment. The dollar amount listed in this Amendment is contingent upon funding received from the Hamilton County Solid Waste Management District.

**II. SCOPE OF SERVICE**

This amendment is subject to terms and conditions set forth in the original contract signed by Hamilton County on February 4, 2009.

The Vendor shall supply all supervision, material, labor, service, equipment, operations and expertise necessary to tub grind brush from two political jurisdictions: Village of Woodlawn and Green Township.

The Vendor hereby acknowledges that the original copy of this Amendment must be signed and returned by the Vendor within ten (10) days of receipt of said Amendment for signature or this Amendment may be canceled and voided by the Hamilton County Department of Environmental Services – Solid Waste Management District.

The terms of this contract are hereby agreed to by both parties, as shown by the signatures of representatives of each.

In witness whereof, the parties have here unto set their hands on this \_\_day of \_\_\_\_\_ 2009.

Vendor or Authorized Representative: \_\_\_\_\_ Title: \_\_\_\_\_

By: \_\_\_\_\_  
County Administrator  
Hamilton County, Ohio

OR

By: \_\_\_\_\_  
Chief Purchasing Agent  
Hamilton County, Ohio

\_\_\_\_\_  
Department Representative  
Hamilton County Department of Environmental Services  
Solid Waste Management District  
Hamilton County, Ohio

## ATTACHMENT #5 – SAMPLE TIME AND MATERIALS CONTACT

### ARTICLE 1: Agreement Between Parties

This contract is entered into 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 bidder’s bid schedule, are as follows:

<b>Equipment/Machine/ Operator</b>	<b>Mobilization/ Demobilization Cost</b>	<b>Hourly Rate</b>
Manufacturer, Model	Total unit rate shall be given 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	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 borne by the Entity. A representative will be designated by the Entity for inspecting 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 their 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 (City, County, Town, etc.)

By \_\_\_\_\_

By \_\_\_\_\_ Seal

\_\_\_\_\_

Seal Principal of the firm

Contractor (Include address, City, State)



## ATTACHMENT #6 – SAMPLE LUMP SUMP CONTRACT

### 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 \_\_\_\_\_, 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 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 their 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 judgements 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, their subcontractors, or their 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, they 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 percent 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:

\_\_\_\_\_  
Entity (City, County, Town, etc.)

By \_\_\_\_\_ Seal

\_\_\_\_\_  
Contractor (Include Address, City, State)

By \_\_\_\_\_ Seal  
Principal of the Firm

# ATTACHMENT #7 – SAMPLE UNIT PRICE CONTRACT

## 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 their 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. They 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 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, their subcontractors, or their 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 percent 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:

\_\_\_\_\_  
Entity (City, County, Town, etc.)

By \_\_\_\_\_ Seal

\_\_\_\_\_  
Contractor (Include Address, City, State)

By \_\_\_\_\_ Seal  
Principal of the Firm

## ATTACHMENT #8 – POTENTIAL DEBRIS MANAGEMENT SITES

Name of Location	Address	Area Type	Potential Flood Area?	Level of Impact to Landowner	Accessibility Rating	Site Size	Site Rating for Debris Storage	Contact	Additional Comments
<b>Francis RecreAcres</b>	11982 Conrey Rd., Cincinnati, OH 45249	Soccer Field/ Parking Lot	No	Medium	Good	Large	Good	Great Parks of Hamilton County	<ul style="list-style-type: none"> <li>• Use of soccer fields for debris storage will complicate restoration time.</li> <li>• Near an elementary school and residential neighborhood.</li> </ul>
<b>Tanager Meadow / Big Sycamore Shelters</b>	9680 Timberlakes Dr., Harrison, OH 45030	Parking Lot/ Mowed Area	Yes	Low	Good	Medium	Good	Great Parks of Hamilton County	<ul style="list-style-type: none"> <li>• Great location except potential flood hazard from being near a creek.</li> </ul>
<b>Juneberry &amp; Fox Ridge Shelters</b>	8250 Old Kellogg Rd., Cincinnati, OH 45255	Parking Lot/ Mowed Area	No	Low	Fair (Poor?)	Medium	Fair	Great Parks of Hamilton County	<ul style="list-style-type: none"> <li>• Accessibility concerns.</li> </ul>
<b>Miami Whitewater Soccer Complex</b>	8715 Hamilton Cleves Pike, Cleves, OH 45002	Soccer Field	Yes	Medium	Good	Large	Fair	Great Parks of Hamilton County	<ul style="list-style-type: none"> <li>• Use of soccer fields for debris storage will complicate restoration time.</li> <li>• Great location except flood hazard from Great Miami River.</li> </ul>
<b>Park's Farm (Lower Lots)</b>	10073 Daly Rd., Cincinnati, OH 45231	Parking Lot/ Mowed Area	No	Medium	Fair	Medium	Fair	Great Parks of Hamilton County	<ul style="list-style-type: none"> <li>• Possible flood hazard from Winton Lake.</li> </ul>
<b>Sweetgum Slope &amp; Owl Overlook Shelters</b>	878 Lakeridge Dr., Cincinnati, OH 45231	Parking Lot/ Mowed Area	Yes	High	Good	Large	Fair	Great Parks of Hamilton County	<ul style="list-style-type: none"> <li>• Heavy public use of land.</li> </ul>
<b>Redbird Roost / Oak Opening Shelter</b>	878 Lakeridge Dr., Cincinnati, OH 45231	Parking Lot/ Mowed Area	Yes	High	Good	Large	Fair	Great Parks of Hamilton County	<ul style="list-style-type: none"> <li>• Heavy public use of land.</li> </ul>
<b>Steamboat Bend</b>	8619 Steamboat Dr., Cincinnati, OH 45255	Parking Lot	Yes	Low	Good	Medium	Good	Great Parks of Hamilton County	<ul style="list-style-type: none"> <li>• Located on bank of Ohio River.</li> <li>• Needs further evaluation by Great Parks.</li> </ul>

## ATTACHMENT #9 – LANDFILL & RECYCLER LIST

Scrap Tire Recycling Facilities		
Company	Address	Phone Number
Rumpke – Sanitary Landfill	3800 Struble Rd, Cincinnati, OH 45251	(800) 828-8171
Liberty Tires	3041 Jackson Pike, Grove City, OH 43123	(614) 871-8097

Construction and Demolition Debris Recycling Facilities			
Company	Address	Phone Number	Daily Limits/Comments
1-800-GOT-JUNK	11964 Tramway Dr. Cincinnati, OH, 45241	(800) 468-5865	-Transport company only, no on-site storage.
Evans Landscaping	4229 Round Bottom Rd Cincinnati, OH 45244	(513) 271-1119	-No daily limit. -Only Anderson location accepts debris. -Transport options: <ul style="list-style-type: none"> <li>• Container drop-off and pick-up</li> <li>• They provide trucks and a 3<sup>rd</sup> party loads.</li> <li>• 3<sup>rd</sup> party hauls to their facility.</li> </ul>
Newtown Landfill – C&D Recycling, Inc.	7960 Main St. Newtown, OH 45244	(513) 271-8540	-No daily limit. -No trucks to transport waste. -Almost at capacity. -Does not use Batavia Rd address.
Rumpke – Bond Rd	11425 Bond Rd. West Harrison, OH 45030	(800) 828-8171	-100 tons per day under solid waste permit and 4,000 tons per day under air permit. -7,123,000 cubic yards of airspace remaining. -Not currently accepting waste until eastern expansion project complete, estimated completion in 2023.
Rumpke – Sanitary Landfill	3800 Struble Rd. Cincinnati, OH 45251	(800) 828-8171	-12,500 tons per day. -4,500,000 cubic yards of airspace remaining.
Whitewater Reclamation	4250 Hooven Rd. Cleves, OH 45002	(513) 353-2555	-No daily limit. -Trucks can be contracted or 3 <sup>rd</sup> party can haul debris. -No tire disposal despite website information.



Vegetative Debris Recycling Facilities			
Company	Address	Phone Number	Daily Limits/Comments
<b>1-800-GOT-JUNK</b>	11964 Tramway Dr. Cincinnati, OH 45241	(800) 468-5865	-Transport company only, no on-site storage.
<b>AGRO</b>	10895 OH-128 Harrison, OH 45030	(513) 738-5678	-No daily limit. -3 <sup>rd</sup> part must transport. -Does not accept stumps. -Vegetative debris must be a certain size to be accepted.
<b>Bzak Landscaping</b>	3295 Turpin Ln. #3446 Cincinnati, OH 45244	(513) 271-0900	-Limited space at Cincinnati site, no limit at Milford location. -Can contract out machinery/trucks. -No soil or stones accepted.
<b>Bzak Landscaping</b>	931 Round Bottom Rd. Milford, OH 45150	(513) 831-0907	-Limited space at Cincinnati site, no limit at Milford location. -Can contract out machinery/trucks. -No soil or stones accepted.
<b>Evans Landscaping</b>	4229 Round Bottom Rd Cincinnati, OH 45244	(513) 271-1119	-No daily limit. -Only Anderson location accepts debris. -Transport options: <ul style="list-style-type: none"> <li>• Container drop-off and pick-up</li> <li>• They provide trucks and a 3<sup>rd</sup> party loads.</li> <li>• 3<sup>rd</sup> party hauls to their facility.</li> </ul>
<b>H Hafner &amp; Sons</b>	5445 Wooster Rd, Cincinnati, OH 45226	(513) 321-1895	-Limited constructed airspace.
<b>Junk King</b>	11430 Gondola St. Cincinnati, OH 45241	(513) 206-8945	-Transport company only, no on-site storage.
<b>Oakdale Elementary School</b>	3850 Virginia Ct. Cincinnati, OH 45248	(513) 574-1100	-Limited space available.
<b>Rumpke – Sanitary Landfill</b>	3800 Struble Rd. Cincinnati, OH 45251	(800) 828-8171	-12,500 tons per day. -4,500,000 cubic yards of airspace remaining.

### Scrap Metal Recycling Facilities

Company	Address	Phone Number	Daily Limits/ Comments
<b>1-800-GOT-JUNK</b>	11964 Tramway Dr. Cincinnati, OH 45241	(800) 468-5865	-Transport company only, no on-site storage.
<b>A &amp; A Recycling</b>	400 Station Ave. Arlington Heights, OH 45215	(513) 761-9000	-No daily limit. -Transport options: <ul style="list-style-type: none"> <li>• Container drop-off and pick-up</li> <li>• They provide trucks and a 3<sup>rd</sup> party loads.</li> <li>• 3<sup>rd</sup> party hauls metal to their facility.</li> </ul>
<b>Cohen Recycling – Norwood</b>	5038 Beech St. Cincinnati, OH 45212	(513) 731-7222	-No daily limit. -Does not accept vehicles. -Transport options: <ul style="list-style-type: none"> <li>• Container drop-off and pick-up.</li> </ul> -Accepts white goods, extra fee for items with refrigerant.
<b>Cohen Recycling – Sharonville</b>	12175 Reading Rd. Cincinnati, OH 45241	(513) 733-0606	-No daily limit but smaller than Norwood location. -Accepts vehicles. -Accepts white goods, extra fee for items with refrigerant.
<b>David Hirschberg Steel &amp; Recycling Center</b>	211 Longworth St. Cincinnati, OH 45215	(513) 821-0514	-No daily limit. -Transport options: <ul style="list-style-type: none"> <li>• Container drop-off and pick-up.</li> <li>• They provide trucks and a 3<sup>rd</sup> party loads.</li> <li>• 3<sup>rd</sup> party hauls metal to their facility.</li> </ul>
<b>Fairfield Recycling</b>	3217 Profit Dr. Fairfield, OH 45014	(513) 874-5400	-Limited space. -No transport options, drop-off only.
<b>Garden Street Iron &amp; Metal, Inc.</b>	2815 Spring Grove Ave. Cincinnati, OH 45225	(513) 721-4660	-No daily limit. -Transport trucks available but only have 3-4 truck drivers at any given time. -Accepts vehicles and appliances without refrigerant.
<b>Garden Street Iron &amp; Metal, Inc.</b>	7500 New Haven Rd., Harrison, OH 45030	(513) 738-2678	-No daily limit. -Satellite location to Cincinnati with less capabilities. -Accepts appliances without refrigerant.

### Scrap Metal Recycling Facilities

Company	Address	Phone Number	Daily Limits/ Comments
<b>H Hafner &amp; Sons</b>	5445 Wooster Rd, Cincinnati, OH 45226	(513) 321-1895	-Limited constructed airspace.
<b>Miamitown Auto Parts &amp; Recycling</b>	8379 Harrison Pike Cleves, OH 45002	(513) 353-1111	-Limited space and containers. -Transport options: <ul style="list-style-type: none"> <li>• Container drop-off and pick-up.</li> </ul> -Accepts vehicles.
<b>Recycling Group LTD</b>	630 Shepherd Dr. Cincinnati, OH 45215	(513) 769-9609	-No daily limit. -Transport options: <ul style="list-style-type: none"> <li>• Container drop-off and pick-up.</li> <li>• They provide trucks and a 3<sup>rd</sup> party loads.</li> <li>• 3<sup>rd</sup> party hauls metal to their facility.</li> </ul>
<b>River Metals Recycling</b>	1951 State Ave. Cincinnati, OH 45204	(513) 244-2134	-No daily limit. -Accepts vehicles.

### Hazardous Materials Disposal Facilities

Company	Address	Phone Number	Daily Limits/ Comments
<b>Clean Harbors</b>	4879 Spring Grove Ave., Cincinnati, OH 45232	(513) 681-6242	
<b>Cleanlites Recycling</b>	7806 Anthony Wayne Ave., Cincinnati, OH 45216	(513) 641-4155	
<b>Cleanlites Recycling</b>	419 Northland Blvd., Building A, Cincinnati, OH 45420	(513) 851-3500	
<b>Dearborn County Recycling Center</b>	10700 Prospect Ln., Aurora, IN 47001	(812) 926-9963	
<b>Environmental Enterprises Inc.</b>	650 Spring Grove Ave., Cincinnati, OH 45232	(800) 722-2818	

### Infectious Waste Disposal Facilities

Company	Address	Phone Number	Daily Limits/ Comments
<b>Clean Harbors</b>	4879 Spring Grove Ave., Cincinnati, OH 45232	(513) 681-6242	
<b>Cleanlites Recycling</b>	419 Northland Blvd., Building A, Cincinnati, OH 45240	(513) 851-3500	

### Infectious Waste Disposal Facilities

Company	Address	Phone Number	Daily Limits/ Comments
<b>Cleanlites Recycling</b>	7806 Anthony Wayne Ave, Cincinnati, OH 45216	(513) 641-4155	
<b>Safewaste Inc.</b>	140 Wooster Pike, Milford, OH 45150	(513) 248-0012	-Storage capacity of approximately 450 boxes of infectious waste.

### White Goods Disposal Facilities

Company	Address	Phone Number	Daily Limits/ Comments
<b>1-800-GOT-JUNK</b>	11964 Tramway Dr., Cincinnati, OH 45241	(800) 468-5865	-Transport company only, no on-site storage.
<b>Cohen Recycling - Norwood</b>	5038 Beech St., Cincinnati, OH 45212	(513) 731-7222	-Accepts all appliances with a fee for white goods with refrigerant.
<b>Cohen Recycling – Sharonville</b>	12175 Reading Rd., Cincinnati, OH 45241	(513) 733-0606	-Same as Norwood location.
<b>H Hafner &amp; Sons</b>	5445 Wooster Rd, Cincinnati, OH 45226	(513) 321-1895	-Will not accept white goods with refrigerant.
<b>Junk King</b>	11430 Gondola St., Cincinnati, OH 45241	(513) 206-8945	-Transport company only, no on-site storage.

### Electronics Recycling Facilities

Company	Address	Phone Number
<b>1-800-GOT-JUNK</b>	11964 Tramway Dr., Cincinnati, OH 45241	(800) 468-5865
<b>Cleanlites Recycling</b>	419 Northland Blvd., Building A, Cincinnati, OH 45240	(513) 851-3500
<b>Cleanlites Recycling</b>	7806 Anthony Wayne Ave., Cincinnati, OH 45216	(513) 641-4155
<b>Cohen Recycling – Norwood</b>	5038 Beech St., Cincinnati, OH 45212	(513) 731-7222
<b>Cohen Recycling – Sharonville</b>	12175 Reading Rd., Cincinnati, OH 45241	(513) 733-0606
<b>Junk King</b>	11430 Gondola St., Cincinnati, OH 45241	(513) 206-8945
<b>Republic Services</b>	10751 Evendale Dr., Evendale, OH 45241	(800) 543-1339
<b>River Metals Recycling</b>	1951 State Ave., Cincinnati, OH 45204	(513) 244-2134
<b>Tri State Escrap</b>	6001 Dry Fork Rd., Cleves, OH 45002	(513) 240-2521
<b>USA Green PC</b>	61 Jolly Industrial Park Dr., Wilder, KY 41076	(859) 314-9360

# ATTACHMENT #10 - DEBRIS MONITORING TOOLS

<b>LOAD TICKET</b>		Ticket No. 000001
<b>Section 1</b>		
Prime Contractor:	Date:	
Subcontractor (Hauler):	Departure Time:	
Driver:	Truck Plate No.:	
Measured Bed Capacity (cu. yds.):		
Debris Pickup Site Location: <small>(must be a street address)</small>		
Debris Type:	<input type="checkbox"/> <u>Vegetation</u> <input type="checkbox"/> Construction & Demolition <input type="checkbox"/> <u>Mixed</u> <input type="checkbox"/> Other: _____	
Loading Site Monitor:	Print Name: _____	
	Signature: _____	
Remarks:		
<b>Section 2</b>		
Debris Disposal Site Location:		
Estimate Debris Quantity (cu. yds.):	Arrival Time:	
Disposal Site Monitor:	Print Name: _____	
	Signature: _____	
Remarks:		
Copies:    White – Load Site Monitor                      Green – Disposal Site Monitor Canary, Pink, Gold – Onsite Contractor's Representative or Driver		

<b>Load Ticket</b>		Ticket No. 0012345	
Municipality (Applicant)		Prime Contractor	
		Sub-Contractor	
<b>Truck Information</b>			
Truck No		Capacity	
Truck Driver (print legibly)			
<b>Loading Information</b>			
<b>Loading</b>	Time	Date	Inspector/Monitor
Location (Address or Cross Streets)			
<b>When Using GPS Coordinates use Decimal Degrees (N xx.xxxxx)</b>			
<b>N</b>		<b>W</b>	
<b>Unloading Information</b>			
Debris Classification		Estimated %, CYs, or Actual Weight	
<input type="checkbox"/> Vegetation <input type="checkbox"/> C&D <input type="checkbox"/> White Goods <input type="checkbox"/> HHW <input type="checkbox"/> Other* See Below			
<b>Unloading</b>	Time	Date	Inspector/Monitor
DMS Name and Location			
*Other Debris Explanation		Original:            Applicant Copy 1:              _____ Copy 2:              _____ Copy 3:              _____	



## Debris Disposal Site Monitoring Checklist

Date: \_\_\_\_\_

Arrival Time: \_\_\_\_\_ Departure Time: \_\_\_\_\_ Weather Conditions: \_\_\_\_\_

Disposal Site Location: \_\_\_\_\_  
(Street address or nearest intersection)

GPS Location: N \_\_\_\_\_; W \_\_\_\_\_

Disposal Site Monitor's Name \_\_\_\_\_  
(Print Name)

Roving Monitor's Name: \_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Signature)

### Disposal Site

1. Is the Disposal Monitor filling out the Load Ticket properly? YES  NO

If NO, explain actions taken:

\_\_\_\_\_  
\_\_\_\_\_

2. Is the Disposal Monitor attaching a copy of the Weight Ticket to the Load Ticket? YES  NO

If NO, explain actions taken:

\_\_\_\_\_  
\_\_\_\_\_

3. Are the Contractor's trucks loaded to capacity? YES  NO

If NO, explain actions taken:

\_\_\_\_\_  
\_\_\_\_\_

4. Identify Contractor's truck numbers observed while on site:

\_\_\_\_\_; \_\_\_\_\_; \_\_\_\_\_; \_\_\_\_\_; \_\_\_\_\_; \_\_\_\_\_; \_\_\_\_\_;  
\_\_\_\_\_; \_\_\_\_\_; \_\_\_\_\_; \_\_\_\_\_; \_\_\_\_\_; \_\_\_\_\_; \_\_\_\_\_;

5. Were photographs taken at the loading site? YES  NO

If YES, list photo log numbers: \_\_\_\_\_; \_\_\_\_\_; \_\_\_\_\_; \_\_\_\_\_; \_\_\_\_\_;

General Notes and Comments: (Include observations of operations at the landfill)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ (Use reverse side if necessary)

Debris Disposal Site Load Tracking Log

Debris Disposal Site Load Tracking Log							
Date		Supervisor's Name			Debris Contractor's Site Representative's Name		
Weather: am:				Weather: pm			
Location			Monitor's Name(s)				
Truck No.	Ticket No.	Ticket Owner	Estimated Quantity (CY)	Monitor's Initials	Load Accepted	Load Denied	Remarks

**TOWER LOCATIONS:**

- #1 -
- #2 -
- #3 -

**Sample Debris Removal Monitoring Report**

PAGE \_\_\_\_ OF \_\_\_\_

TOWER LOCATION	DAILY COUNT	DATE	TIME	TRUCK NUMBER	CONTENTS	DISC NUMBER	PICTURE NUMBERS	CUBIC YD CAPACITY	% LOAD	LOAD VALUE
#	1							CY	%	CY
#	2							CY	%	CY
#	3							CY	%	CY
#	4							CY	%	CY
#	5							CY	%	CY
#	6							CY	%	CY
#	7							CY	%	CY
#	8							CY	%	CY
#	9							CY	%	CY
#	10							CY	%	CY
#	11							CY	%	CY
#	12							CY	%	CY
#	13							CY	%	CY
#	14							CY	%	CY
#	15							CY	%	CY
#	16							CY	%	CY
#	17							CY	%	CY
#	18							CY	%	CY
#	19							CY	%	CY
#	20							CY	%	CY
#	21							CY	%	CY
#	22							CY	%	CY
#	23							CY	%	CY
#	24							CY	%	CY
#	25							CY	%	CY
#	26							CY	%	CY
#	27							CY	%	CY
#	28							CY	%	CY
#	29							CY	%	CY
#	30							CY	%	CY
<b>PAGE TOTAL</b>										<b>CY</b>



## TRUCK CERTIFICATION FORM

DUMP TRUCK			
<b>Measurements</b>			
Truck Measurements	Length (L) = <input style="width: 100px;" type="text"/>	Width (W) ft = <input style="width: 100px;" type="text"/>	Height (H) ft = <input style="width: 100px;" type="text"/>
Hoist Measurement	Length <sub>1</sub> (L <sub>1</sub> ) ft = <input style="width: 100px;" type="text"/> Length <sub>2</sub> (L <sub>2</sub> ) ft = <input style="width: 100px;" type="text"/>	Width (W <sub>H</sub> ) ft = <input style="width: 100px;" type="text"/>	Height <sub>1</sub> (H <sub>1</sub> ) ft = <input style="width: 100px;" type="text"/>
Radius	Radius ft = <input style="width: 100px;" type="text"/> Height (H) = <input style="width: 100px;" type="text"/>		
<b>Calculations</b>			
Bed Volume (Basic)	$(L \times W \times H) / 27 =$ <input style="width: 100px;" type="text"/>	cyd	
Hoist Volume	$((L_1 + L_2) / 2) \times W_H \times H_1 / 27 =$ <input style="width: 100px;" type="text"/>	cyd	
Radius Volume	$(3.14 \times R^2 \times H) / 27 =$ <input style="width: 100px;" type="text"/>	cyd	
Total = <input style="width: 100px;" type="text"/>		Cubic Yards	
<div style="display: flex; justify-content: space-between; align-items: center;"> <div style="writing-mode: vertical-rl; transform: rotate(180deg); font-size: small;">Truck Measurements</div> </div>			
EXTRA TRAILER			
<b>Measurements</b>			
Truck Measurements (Basic)	Length (L) = <input style="width: 100px;" type="text"/>	Width (W) ft = <input style="width: 100px;" type="text"/>	Height (H) ft = <input style="width: 100px;" type="text"/>
Hoist Measurement	Length <sub>1</sub> (L <sub>1</sub> ) ft = <input style="width: 100px;" type="text"/> Length <sub>2</sub> (L <sub>2</sub> ) ft = <input style="width: 100px;" type="text"/>	Width (W <sub>H</sub> ) ft = <input style="width: 100px;" type="text"/>	Height <sub>1</sub> (H <sub>1</sub> ) ft = <input style="width: 100px;" type="text"/>
Radius	Radius ft = <input style="width: 100px;" type="text"/> Height (H) = <input style="width: 100px;" type="text"/>		
<b>Calculations</b>			
Bed Volume (Basic)	$(L \times W \times H) / 27 =$ <input style="width: 100px;" type="text"/>	cyd	
Hoist Volume	$((L_1 + L_2) / 2) \times W_H \times H_1 / 27 =$ <input style="width: 100px;" type="text"/>	cyd	
Radius Volume	$(3.14 \times R^2 \times H) / 27 =$ <input style="width: 100px;" type="text"/>	cyd	
Total = <input style="width: 100px;" type="text"/>		Cubic Yards	
<div style="display: flex; justify-content: space-between; align-items: center;"> <div style="writing-mode: vertical-rl; transform: rotate(180deg); font-size: small;">Trailer/Truck Combination</div> </div>			
ROUND BOTTOM TRUCK			
<b>Measurements</b>			
Truck Measurements	Length (L) ft = <input style="width: 100px;" type="text"/>	Diameter (D) ft = <input style="width: 100px;" type="text"/>	
<b>Calculations</b>			
Approx. Volume $(3.14 \times (D/2)^2 \times L) / 27 =$ <input style="width: 100px;" type="text"/>		cyd (round bottom portion only)	
<div style="display: flex; justify-content: space-between; align-items: center;"> <div style="writing-mode: vertical-rl; transform: rotate(180deg); font-size: small;">Round Bottom Truck</div> </div>			
		Cubic Yards	

## ATTACHMENT #11 – TABLE OF EQUIPMENT INVENTORY

Note: the equipment listed below are resources retained by various Hamilton County departments. There is no guarantee that the equipment listed will be available for use by the County for debris efforts. This is not a comprehensive list of equipment. Other equipment may be identified and/or needed in the future.

Equipment	Quantity	Department/Agency with Ownership	Point of Contact for Mobilization
Blowers	15	Great Parks of Hamilton County	Jason Rahe
Chainsaws	50	Great Parks of Hamilton County	Jason Rahe
Backhoes	2	Great Parks of Hamilton County	Jason Rahe
Compact Excavators	2	Great Parks of Hamilton County	Jason Rahe
Skid Steer Loaders	8	Great Parks of Hamilton County	Jason Rahe
Gasoline Dump Trucks (1 Ton)	9	Great Parks of Hamilton County	Jason Rahe
Diesel International Single Axle Dump Trucks (10 Ton)	2	Great Parks of Hamilton County	Jason Rahe
Bulldozer	1	Great Parks of Hamilton County	Jason Rahe
Tractor Loaders	5	Great Parks of Hamilton County	Jason Rahe
Chippers	2	Great Parks of Hamilton County	Jason Rahe
Debris Vacuums	2	Great Parks of Hamilton County	Jason Rahe
Track Loader	1	Great Parks of Hamilton County	Jason Rahe
Trucksters (light, mid, medium & heavy duty)	79	Great Parks of Hamilton County	Jason Rahe
Pickup Trucks	60	Great Parks of Hamilton County	Jason Rahe
Snowplows	10	Great Parks of Hamilton County	Jason Rahe
Tractors	27	Great Parks of Hamilton County	Jason Rahe
Single Axle Dump Trucks	67	Hamilton County Engineer's Office	Eric Beck
Dump Trucks (1 Ton)	3	Hamilton County Engineer's Office	Eric Beck
Arrow Boards	3	Hamilton County Engineer's Office	Eric Beck
Chainsaws	48	Hamilton County Engineer's Office	Eric Beck
Chippers, Tow Unit	7	Hamilton County Engineer's Office	Eric Beck
Backhoes	5	Hamilton County Engineer's Office	Eric Beck
Heavy Equipment Loaders	4	Hamilton County Engineer's Office	Eric Beck
Bucket Trucks	8	Hamilton County Engineer's Office	Eric Beck

# ATTACHMENT #12 - PROCUREMENT CHECKLIST



FEMA

RECOVERY

## FACT SHEET RP9580.201

### Debris Contracting Guidance

#### Overview

Debris removal and monitoring contracts must meet rules for Federal grants, as provided for in Title 44 Code of Federal Regulations (CFR) §13.36, **Procurement** in order to be eligible for reimbursement under the Public Assistance Program. This fact sheet assists Public Assistance applicants with meeting procurement requirements established in 44 CFR Part 13, as well as other Public Assistance Program eligibility requirements, when procuring debris removal and monitoring contracts. Public Assistance applicants should comply with their own procurement procedures in accordance with applicable State and local laws and regulations, provided that they conform to applicable Federal laws and standards identified in Part 13.

#### Contract Procurement

To be eligible for Federal funding, applicants must comply with federal procurement standards as outlined in 44 CFR, §13.36, **Procurement**. Essential elements of the procurement process for debris removal and monitoring contracts include: competition; a clear and definitive scope of work; qualified bidders (documented by licenses, financial records, proof of insurance, and bonding, as applicable); a cost analysis to demonstrate cost reasonableness; compliance with all relevant local, State, and Federal requirements, laws and policies; and, clear documentation of the process/rationale followed in making procurement decisions. Federal regulations require applicants for Public Assistance grants to take the necessary steps to ensure there are opportunities to award contracts to minority, women-owned, and Labor Surplus Area businesses and firms whenever possible. This includes contracts with local organizations, firms, and individuals that support response and recovery activities in a declared major disaster or emergency area. Applicants' legal representatives should review their procurement process and any contract to be awarded to ensure they are in compliance with all Federal, State, and local requirements. Procurement policies must include procedures to handle protests and disputes related to contracts awarded. *FEMA will, when requested by applicants, assist in the review of debris removal contracts. However, such a review does not constitute approval.*

## RECOVERY FACT SHEET RP9580.201

### DEBRIS CONTRACTING GUIDANCE

In order to ensure that debris removal and monitoring contracting costs are eligible, applicants should:

- Use competitive bidding procedures to meet procurement requirements for Federal grants, as established in 44 CFR § 13.36, *Procurement*.
- Only use abbreviated emergency procurement procedures that include an expedited competitive bid process if time does not allow for more stringent procedures and if they are allowed under State or local laws, codes, or ordinances.
- Provide a clear and definitive scope of work in the request for proposals/bids.
- Require bidders to provide copies of references, licenses, financial records, and proof of insurance and bonding.
- Ensure that debris removal or monitoring contract costs are reasonable and necessary as defined and required by OMB Circular A-87 and 44 CFR Part 13. *Competitively bid contracts that comply with Federal, State, and local procurement regulations and procedures will establish reasonable costs for the work.*
- Complete and document a cost analysis to demonstrate price reasonableness on any contract or contract modification where adequate price competition is lacking, as detailed in 44 CFR § 13.36(f). See Attachment 1, *Debris Removal Contract Cost Analysis*, for guidance on completing a cost analysis.

### Cost Analysis

Pursuant to 44 CFR § 13.36, **Procurement**, Public Assistance applicants must complete a cost analysis for *any contract or contract modification where price competition is lacking*. Failure to complete a cost analysis may jeopardize FEMA Public Assistance grant funding. Applicants are encouraged to complete a cost analysis using the attached *Debris Removal Contract Cost Analysis*. Applicants are also encouraged to file documentation supporting the cost analysis with all associated contract documents.

Upon request, FEMA will provide guidance as necessary in the cost analysis process. Such a review does not constitute approval when determining the eligibility of costs for reimbursement under FEMA's Public Assistance Program.

### Pre-Disaster and Standby Contracts

Applicants are encouraged to pre-qualify debris removal contractors prior to an event and solicit bid prices from this list of contractors once an event has occurred to ensure competitive bidding and obtain reasonable market prices at the time of work performed. The solicitation for pre-qualifying contractors

## RECOVERY FACT SHEET RP9580.201

### DEBRIS CONTRACTING GUIDANCE

should adequately define in the proposed scope of work all potential debris types, anticipated haul distances, and size of events for which a contract may be activated.

## Debris Removal Contract Provisions

All debris removal contracts must contain the following provisions:

- All payment provisions must be based on unit prices (volume or weight).
- Payments based on time and material costs are limited to work performed during the first 70 hours of actual work following a disaster event.

*Note:* FEMA will typically only reimburse applicants for a time and materials contract for eligible debris clearance during the first 70 hours following a declared disaster. After 70 hours of work, the applicant should have sufficient information on the scope of work necessary to complete debris collection and disposal, and a basis for estimating a reasonable cost for the contract work to effectively solicit a lump sum or unit price contract. For some types of debris work time and materials contracts may be the most cost-effective and best suited to the type of work. Applicants should work closely with the State and FEMA when awarding such contracts to ensure eligibility requirements are met.

- Payment will be made only for debris that FEMA determines eligible. (This is an optional provision to protect the applicant.)
- Contractors must submit invoices regularly and for no more than 30-day periods.
- A "Termination for Convenience" clause allowing contract termination at any time for any reason.
- A time limit on the period of performance for the work to be done.
- A subcontract plan including a clear description of the percentage of the work the contractor may subcontract out and a list of subcontractors the contractor plans to use.
- A requirement that the contractor use mechanical equipment to load and reasonably compact debris into the trucks and trailers.
- A requirement that the contractor provide a safe working environment.
- A requirement that all contract amendments and modifications will be in writing.

## RECOVERY FACT SHEET RP9580.201

### DEBRIS CONTRACTING GUIDANCE

- A requirement that contractors must obtain adequate payment and performance bonds and insurance coverage.

### Debris Monitoring Contracts

Applicants must monitor all debris removal operations. Applicants must document all eligible debris removal expenses as a condition of receiving Public Assistance funding. Applicants may use contractors to monitor their debris removal operations. In addition to the guidance provided above, applicants should consider the following when procuring debris monitoring contracts:

- Debris monitoring contracts must be competitively procured as required by 44 CFR § 13.36, **Procurement**.
- Debris monitors should not be employed by or affiliated with the debris removal contractor.
- Debris monitoring contracts are typically time and materials contracts and must contain a not-to-exceed clause, pursuant to 44 CFR § 13.36, **Procurement**.
- The contract should include a requirement that the contractor provide a safe working environment, including properly constructed monitoring towers.
- Use of a load ticket system to record with specificity (e.g., street address, GPS coordinates) where debris is collected and the amount picked up, hauled, reduced, and disposed of.
- Debris monitors should be trained and possess skills adequate to fulfill the duties of the job. Labor rates should be commensurate with the skill level required by the job function. **Professional engineers and qualifications are not required to perform monitoring duties.**
- The contractor should demonstrate that its staff is familiar with FEMA debris removal eligibility criteria.

### Avoidance Checklist

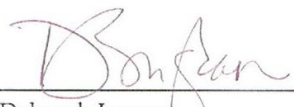
- DO NOT:** Award a debris removal or debris monitoring contract on a sole-source basis.
- DO NOT:** Sign a contract (including one provided by a contractor) until your legal representative has thoroughly reviewed it.
- DO NOT:** Allow any contractor to make eligibility determinations; only FEMA has authority to make final eligibility determinations.

## RECOVERY FACT SHEET RP9580.201

### DEBRIS CONTRACTING GUIDANCE

- DO NOT:** Accept any contractor's claim that it is "FEMA certified." FEMA does not certify, credential, or recommend debris contractors.
- DO NOT:** Award a contract to develop and manage debris management sites, unless the debris sites are part of your approved debris management plan or you contact the State or FEMA for technical assistance concerning the need for such an operation. Temporary Debris Storage and Reduction sites are not always necessary.
- DO NOT:** Allow separate line item payment for stumps 24 inches and smaller in diameter; you should treat these stumps as normal debris.
- DO NOT:** "Piggyback" or utilize a contract awarded by another entity. "Piggybacking" may be legal under applicable state law; however, the use of such a contract may jeopardize FEMA funding because these contracts do not meet requirements for competition established in 44 CFR § 13.36. If an applicant requests reimbursement for costs it incurred from a piggyback contract, FEMA will determine the reasonable cost for the performance of eligible work.
- DO NOT:** Award pre-disaster/stand-by contracts with mobilization costs or unit costs that are significantly higher than what they would be if the contract were awarded post-disaster. Such contracts should have variable mobilization costs depending upon the size of the debris work that may be encountered.
- DO NOT:** Allow for markups due to errors in volume calculations.
- DO NOT:** Allow for miscellaneous items, or for contract contingencies of any kind, including "unknowns."

See Attachment 2, *Debris Operations Contract Bid Sheet*, for additional guidance on debris contracts.

  
Deborah Ingram  
Acting Assistant Administrator  
Recovery Directorate

9/27/10  
Date

Attachments (2)

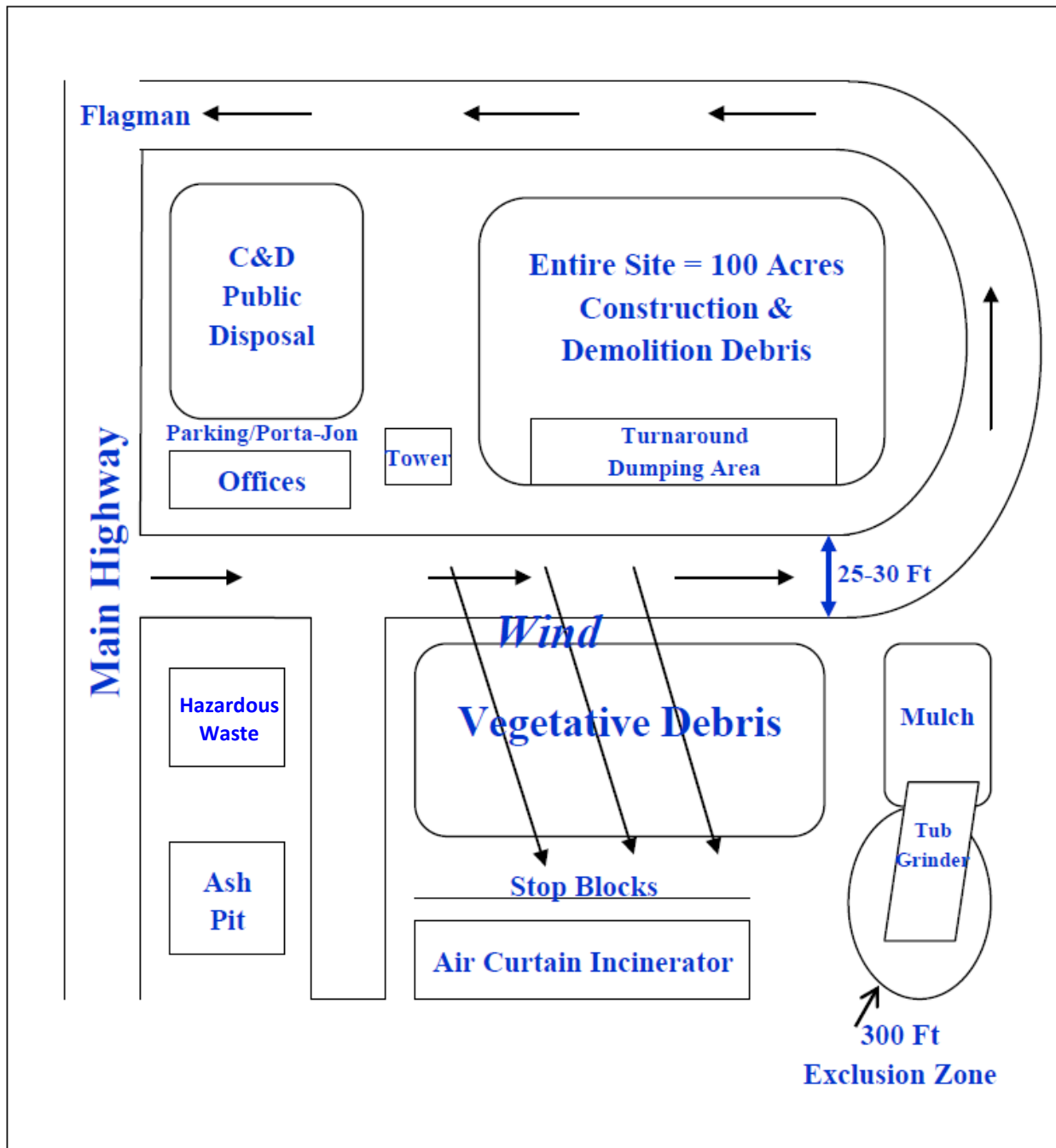
## ATTACHMENT #13 – DEBRIS MANAGEMENT SITE CHECKLIST

Issues to Consider	Notes
<b>Site Location</b>	<p>DMSs should not be established at the following areas:</p> <ul style="list-style-type: none"> <li>• Environmentally sensitive areas such as wetlands, historical sites, critical animal and plant habitats, archeological sites, or freshwater well fields.</li> <li>• Properties that are on the federal Superfund list or on properties that have a history of hazardous materials storage or contaminated wastes.</li> <li>• Where flow of traffic along major transportation corridors will be impeded.</li> <li>• Where local business operations will be disrupted.</li> <li>• Residential areas or near schools.</li> </ul>
<b>Site Size</b>	<p>Sites need to be large enough to accommodate:</p> <ul style="list-style-type: none"> <li>• Separate ingress and egress points.</li> <li>• The quantity of debris estimated to flow through the site on a daily basis.</li> <li>• Safe operations of multiple activities such as air curtain burning, recycling, mulching, grinding and household hazardous waste (HHW) storage and separation.</li> </ul>
<b>Environmental Assessments</b>	<p>An environmental impact evaluation, baseline, and final site assessments may be necessary to determine environmental impacts to the community and the condition of a property before a site becomes operational.</p> <p>Assessments may consist of the following:</p> <ul style="list-style-type: none"> <li>• Environmental impact disclosure statement.</li> <li>• Video documentation of the site from the ground and/or air.</li> <li>• Documentation of natural and improved features on the site.</li> <li>• An evaluation of historical or archeological significance.</li> <li>• Site soils for volatile organic compounds and/or other contaminants.</li> <li>• Groundwater analysis and review past groundwater reports for contaminants.</li> <li>• Surface water drainage patterns.</li> </ul> <p>*To determine the condition of the site after operations cease, a final environmental assessment will be necessary.</p>
<b>Acceptable Site Operations</b>	<p>Site operations should be limited to the following activities:</p> <ul style="list-style-type: none"> <li>• Grinding and mulching</li> <li>• Material separation for reuse and recycling</li> <li>• HHW separation</li> </ul> <p>*The storage of commercial hazardous waste is not an acceptable activity.</p>



Issues to Consider	Notes
<p><b>Site Permits &amp; Plans</b></p>	<p>Environmental permits and land use variances may be required to establish DMSs.</p> <p>The following plans/permits may be required before a site can become operational:</p> <p><b>Plans:</b></p> <ul style="list-style-type: none"> <li>• Site Layout</li> <li>• Grading Plan</li> <li>• Traffic Circulation Plan</li> <li>• Site Safety Plan</li> <li>• Environmental Monitoring Plan</li> <li>• Site Closure &amp; Restoration Plan</li> </ul> <p><b>Permits:</b></p> <ul style="list-style-type: none"> <li>• Land User/Variances</li> <li>• Environmental Policy Compliance (State/local)</li> <li>• HHW handling</li> <li>• Air Quality</li> <li>• Water quality</li> <li>• Fire department</li> <li>• Debris processing/recycling operations</li> </ul>
<p><b>Site Environmental Monitoring</b></p>	<p>To verify that site operations do not adversely affect the environment at a minimum the following testing/sampling should be considered periodically.</p> <ul style="list-style-type: none"> <li>• Groundwater</li> <li>• Soil</li> <li>• Ambient Noise</li> <li>• Air quality</li> </ul>

# ATTACHMENT #14 - SAMPLE DEBRIS MANAGEMENT SITE LAYOUT



## ATTACHMENT #15 – 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. The order in which the items are listed is not necessarily the order in which they should be completed.

- 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 identified 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 the 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 should not only evaluate the structural integrity of the building, but also must demonstrate “imminent and impending peril” to public health and safety.
- Remove 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 taken 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. The order in which the items are listed is not necessarily the order in which they should be completed.

- 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, 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 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 property is completed.

# ATTACHMENT #16 – SECTION 106 REVIEW – PROJECT SUMMARY FORM



## OHIO HISTORIC PRESERVATION OFFICE: RESOURCE PROTECTION AND REVIEW

### Section 106 Review - Project Summary Form

For projects requiring a license from the Federal Communications Commission, please use FCC Forms 620 or 621. **DO NOT USE THIS FORM.**

#### **SECTION 1: GENERAL PROJECT INFORMATION**

All contact information provided must include the name, address and phone number of the person listed. Email addresses should also be included, if available. Please refer to the Instructions or contact an OHPO reviewer (mailto:Section106@ohiohistory.org) if you need help completing this Form. Unless otherwise requested, we will contact the person submitting this Form with questions or comments about this project.

#### A. Project Info:

1. This Form provides information about:

New Project Submittal:

YES NO

Additional information relating to previously submitted project:

YES NO

OHPO/RPR Serial Number from previous submission:

2. Project Name (if applicable):

3. Internal tracking or reference number used by Federal Agency, consultant, and/or applicant to identify this project (if applicable):

- B. Project Address or vicinity:
- C. City/Township:
- D. County:
- E. Federal Agency and Agency Contact. *If you do not know the federal agency involved in your project, please contact the party asking you to apply for Section 106 Review, not OHPO, for this information. HUD Entitlement Communities acting under delegated environmental review authority should list their own contact information.*
- F. Type of Federal Assistance. *List all known federal sources of federal funding, approvals, and permits to avoid repeated reviews.*
- G. State Agency and Contact Person (if applicable):
- H. Type of State Assistance:
- I. Is this project being submitted at the direction of a state agency **solely** under Ohio Revised Code 149.53 or at the direction of a State Agency? *Answering yes to this question means that you are sure that no federal funding, permits or approvals will be used for any part of your project, and that you are seeking comments only under ORC 149.53.*
- YES NO
- J. Public Involvement- Describe how the public has been/will be informed about this project and its potential to affect historic properties. Please summarize how they will have an opportunity to provide comments about any effects to historic properties. (This step is required for all projects under 36 CFR § 800.2):
- K. Please list other consulting parties that you have contacted/will contact about this project, such as Indian Tribes, Certified Local Governments, local officials, property owners, or preservation groups. (See 36 CFR § 800.2 for more information about involving other consulting parties). Please summarize how they will have an opportunity to provide comments:



- B. Submit the exact project site location on a USGS 7.5-minute topographic quadrangle map for all projects. Map sections, photocopies of map sections, and online versions of USGS maps are acceptable as long as the location is clearly marked. Show the project's Area of Potential Effects (APE). It should be clearly distinguished from other features shown on the map:
1. USGS Quad Map Name:
  
  2. Township/City/Village Name:
- C. Provide a street-level map indicating the location of the project site; road names must be identified and legible. Your map must show the exact location of the boundaries for the project site. Show the project's Area of Potential Effects (APE). It should be clearly distinguished from other features shown on the map:
- D. Provide a verbal description of the APE, including a discussion of how the APE will include areas with the potential for direct and indirect effects from the project. Explain the steps taken to identify the project's APE, and your justification for the specific boundaries chosen:
- E. Provide a detailed description of the project. This is a critical part of your submission. Your description should be prepared for a cold reader who may not be an expert in this type of project. The information provided must help support your analysis of effects to historic properties, not other types of project impacts. Do not simply include copies of environmental documents or other types of specialized project reports. If there are multiple project alternatives, you should include information about all alternatives that are still under active consideration:

### **SECTION 3: IDENTIFICATION OF HISTORIC PROPERTIES**

Describe whether there are historic properties located within your project APE. To make that determination, use information generated from your own Background Research and Field Survey. Then choose one of the following options to report your findings. Please refer to the Instructions and/or contact an OHPO reviewer if you are unsure about how to identify historic properties for your project.

*If you read the Instructions and you're still confused as to which reporting option best fits your project, or you are not sure if your project needs a survey, you may choose to skip this section, but provide as much supporting documentation as possible in all other Sections, then check the box in Section 5.A. to request preliminary comments from OHPO. After reviewing the information provided, OHPO will then offer comments as to which reporting option is best suited to document historic properties for your project. Please note that providing information to complete this Section will still be required and that asking OHPO for preliminary comments may tend to delay completion of the review process for some projects.*



## **Recording the Results of Background Research and Field Survey:**

- A. **Summary of discussions and/or consultation with OHPO** about this project that demonstrates how the Agency Official and OHPO have agreed that no Field Survey was necessary for this project (typically due to extreme ground disturbance or other special circumstances). Please **attach copies** of emails/correspondence that document this agreement. You must explain how the project's potential to affect both archaeological and historic resources were considered.
  
- B. **A table that includes the minimum information** listed in the OHPO Section 106 Documentation Table (which is generally equivalent to the information found on an inventory form). This information must be printed and mailed with the Project Summary Form. To provide sufficient information to complete this Section, you must also include summary observations from your field survey, background research and eligibility determinations for each property that was evaluated in the project APE.
  
- C. **OHI (Ohio Historic Inventory) or OAI (Ohio Archaeological Inventory) forms-** New or updated inventory forms may be prepared using the OHI pdf form with data population capabilities, the Internet IForm, or typed on archival quality inventory forms. To provide sufficient information to complete this Section, you must include summary observations from your field survey and background research. You must also include eligibility determinations for each property that was evaluated in the project APE.
  
- D. **A historic or archaeological survey report** prepared by a qualified consultant that meets professional standards. The survey report should meet the Secretary of the Interior's Standards and Guidelines for Identification and OHPO Archaeological Guidelines. You may also include new inventory forms with your survey or update previous inventory forms. To complete this section, your survey report must include summary observations from your field survey, background research and eligibility determinations for each property that was evaluated within the APE.
  
- E. **Project Findings.** Based on the conclusions you reached in completing Section 3, please choose one finding for your project. There are (mark one):
  - Historic Properties Present in the APE:

No Historic Properties Present in the APE:

## **SECTION 4: SUPPORTING DOCUMENTATION**

This information must be provided for all projects.

- A. Photographs must be keyed to a street-level map and should be included as attachments to this application. Please label all forms, tables and CDs with the date of your submission and project name, as identified in Section 1. You must present enough documentation to clearly show existing conditions at your project site and convey details about the buildings, structures or sites that are described in your submission. Faxed or photocopied photographs are not acceptable. See Instructions for more info about photo submissions or 36 CFR

§ 800.11 for federal documentation standards.

1. Provide photos of the entire project site and take photos to/from historic properties from/towards your project site to support your determination of effect in Section 5.
  2. Provide current photos of all buildings/structures/sites described.
- B. Project plan, specifications, site drawings and any other media presentation that conveys detailed information about your project and its potential to affect historic properties.
- C. Copies or summaries of any comments provided by consulting parties or the public.

## **SECTION 5: DETERMINATION OF EFFECT**

- A. **Request Preliminary Comments.** For challenging projects, provide as much information as possible in previous sections and ask OHPO to offer preliminary comments or make recommendations about how to proceed with your project consultation. This is recommended if your project involves effects to significant historic properties, if the public has concerns about your project's potential to affect historic properties, or if there may be challenging procedural issues related to your project. Please be aware that providing information in all Sections will still be required and that asking OHPO for preliminary comments may tend to delay completion of the review process for some projects.

1. We request preliminary comments from OHPO about this project:

YES NO

2. Please specify as clearly as possible the particular issues that you would like OHPO to examine for your project (for example- help with developing an APE, addressing the concerns of consulting parties, survey methodology, etc.):

- B. **Determination of Effect.** If you believe that you have gathered enough information to conclude the Section 106 process, you may be ready to make a determination of effect and ask OHPO for concurrence, while considering public comments. Please select and mark one of the following determinations, then explain the basis for your decision on an attached sheet of paper:

**No historic properties will be affected** based on 36 CFR § 800.4(d) (1).  
Please explain how you made this determination:

**No Adverse Effect** [36 CFR § 800.5(b)] on historic properties. This finding cannot be used if there are no historic properties present in your project.

APE. Please explain why the Criteria of Adverse Effect, [36 CFR Part 800.5(a) (1)], were found not to be applicable for your project:

**Adverse Effect** [36 CFR § 800.5(d) (2)] on historic properties. Please explain why the criteria of adverse effect, [36 CFR Part 800.5(a) (1)], were found to be applicable to your project. You may also include an explanation of how these adverse effects might be avoided, reduced, or mitigated:

*Please print and mail completed form and supporting documentation to:*

*State Historic Preservation Office  
Resource Protection and Review Department  
800 E. 17<sup>th</sup> Avenue  
Columbus, OH 43211-2474*

## ATTACHMENT #17 – SAMPLE RIGHT OF ENTRY AGREEMENT

I/We \_\_\_\_\_, the owner(s) of the property commonly identified as \_\_\_\_\_ (Street), \_\_\_\_\_ (City/town), \_\_\_\_\_ (County), State of Ohio, 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

## APPENDIX A: DEBRIS ESTIMATING GUIDE

When calculating debris estimates be sure to check all work for accurate math and units of measure. The formulas, assumptions, and conversions used must be applicable to the circumstances of the disaster and be consistently applied. The following information will assist in determining the amount of debris from destroyed buildings, homes, and debris piles.

### Estimating Rules of Thumb:

- 15 trees, 8 inches in diameter = 40 CY
- Typical single-wide mobile home = 290 CY
- Typical double-wide mobile home = 415 CY
- Amount of debris from personal property for a slab on grade home (no basement) = 25-30 CY
- Amount of debris from personal property for a home with a basement = 45-50 CY
- A root system (8'-10' diameter) requires one flatbed trailer to move.
- Treat debris piles as a cube, not a cone, when performing estimates.
- Average pace = 2' 6"

### Formula Conversions:

- 27 cubic feet=1 CY
- 1 mile=5280 feet or 1760 yards
- 1 acre of debris 10 feet high = 16,133 CY of debris

The following are conversion factors for converting between tons and cubic yards of debris:

### Construction and Demolition (C&D) Debris:

- 1 ton = 2 CY  
To convert CY of C&D Debris to tons, divide by 2.  
To convert tons of C&D debris to CY multiply by 2.

### Mixed Debris:

- 1 ton = 4 CY  
To convert CY of mixed debris to tons, divide by 4.  
To convert tons of mixed debris to CY, multiply by 4.

### Legend

' = feet

" = inches

L' = length in feet

W' = width in feet

H' = height in feet

S = number of stories in the building

VCM = vegetative cover multiplier

CY = cubic yards

Actual conversion values for a particular disaster may be very different; therefore, field tests coordinated with the State may be necessary to confirm an appropriate conversion factor.

## Vegetative Debris:

- Hardwoods: 1 ton = 4 CY

To convert CY of hardwood debris to tons, divide by 4.

To convert tons of hardwood debris to CY, multiply by 4.

- Softwoods: 1 ton = 6 CY

To convert CY of softwood debris to tons, divide by 6.

To convert tons of softwood debris to CY, multiply by 6.

## General building formula:

$$\frac{L' \times W' \times H' \times 0.33}{27} = \text{CY (of debris)}$$

## Single family residence formula:

$$L' \times W' \times S \times 0.20 \times \text{VCM} = \text{CY (of debris)}$$

## Mobile home formula:

$$\frac{L' \times W' \times H'}{27} = \text{CY (of debris)}$$

## Debris pile formula:

$$\frac{L' \times W' \times H'}{27} = \text{CY (of debris)}$$

**Note:** The general building formula and single-family residence formula provide different results if applied to the same building because the general building formula was developed using a basic volume calculation and assumed air space, while the demolished single-family home formula was developed using field data. The debris estimator should select the formula for calculating debris volumes for buildings and residences based on which formula provides the most accurate debris estimate given the circumstances and data available from the particular disaster.

- The building square footage used in the formula is the total living space at and above ground level and includes attached garages.
- If buildings or residences are completely destroyed, square footage can still be calculated by measuring the length and width of the foundation and inquiring about the number of stories that were present before the disaster.

FEMA developed Vegetative Cover Multipliers (VCM) for use in combination with the formula for a demolished single-family residence, to estimate the quantity of vegetative debris that should be added to the quantity of debris estimated for demolished homes within a subdivision or neighborhood:

- Light (1.1 multiplier) includes new home developments where more ground is visible than trees and canopy cover is sparse.

- Medium (1.3 multiplier) generally has a uniform pattern of open space and tree canopy cover and is the most common description for vegetative cover.
- Heavy (1.5 multiplier) is found in mature neighborhoods and woodlots where the ground or houses cannot be seen due to the tree canopy cover.

Table for Single Family, Single Story Homes

Typical House (Square Feet)	Vegetative Cover Multiplier			
	None	Light (1.1)	Medium (1.3)	Heavy (1.5)
1000 SF	200 CY	220 CY	260 CY	300 CY
1200 SF	240 CY	264 CY	312 CY	360 CY
1400 SF	280 CY	308 CY	364 CY	420 CY
1600 SF	320 CY	352 CY	416 CY	480 CY
1800 SF	360 CY	396 CY	468 CY	540 CY
2000 SF	400 CY	440 CY	520 CY	600 CY
2200 SF	440 CY	484 CY	572 CY	660 CY
2400 SF	480 CY	528 CY	624 CY	720 CY
2600 SF	520 CY	572 CY	676 CY	780 CY

For multiple-story residences, the debris generated by the demolished residence should be calculated using the total number of stories (as the formula dictates), however, the amount of vegetative debris calculated should be determined by applying the VCM to the amount of debris generated by just the first story square footage of the residence, i.e., the amount of debris calculated if S = 1.

The Table for Single-Family, Single-Story Homes is based on the application of the vegetative cover multipliers to the debris estimating formula for a demolished single-family, single-story home.

### VOLUME-TO-WEIGHT CONVERSION FACTORS

Materials:	Volume *	Weight in Pounds *
<b>PAPER:</b>		
Mixed Paper Grades/Junk Mail, loose	One cubic yard	875
Corrugated Cardboard (OCC), baled	One cubic yard	1,100
Corrugated Cardboard (OCC), baled	30" x 60" x 48"	900
Corrugated Cardboard (OCC), compacted	One cubic yard	500
Corrugated Cardboard (OCC), flattened, loose	40 cubic yard roll-off	2000
Newsprint (ONP), loose	One cubic yard	600
Newsprint (ONP), compacted	One cubic yard	860
Newsprint (ONP)	12" stack	35
Office paper	40" x 48" x 40"	650)
Office paper	One cubic yard	400
Phone Books	12" stack	25
<b>CONTAINERS:</b>		
Mixed PET, dairy, whole loose	One cubic yard	30 (Average)
Mixed PET, dairy & other rigid, whole, loose	One cubic yard	40 (Average)
PET (soda bottles), whole, loose	One cubic yard	35
PET (soda bottles), whole, loose	Gaylord	45
PET (soda bottles), whole, baled	30" x 48" x 60"	600
HDPE (dairy only), baled	30" x 48" x 60"	650
HDPE (mixed), baled	30" x 48" x 60"	750
HDPE (whole) uncompacted	One cubic yard	24
HDPE (whole) compacted	One cubic yard	270
Aluminum Containers, whole	One cubic yard	62
Aluminum Containers, flattened	One cubic yard	250
Steel Cans, whole	One cubic yard	150
Steel Cans, flattened	One cubic yard	850
Glass Whole Containers	One cubic yard	1,000
Glass Whole Container	Full grocery bag	15
<b>OTHER MATERIALS</b>		
Scrap Metal	One cubic yard	225

<b>Materials:</b>	<b>Volume *</b>	<b>Weight in Pounds *</b>
<b>Scrap Metal--Used Major Appliances (average of all types and brands)</b>	One appliance	150
<b>Pallets</b>	One, average size	35
<b>Pallets</b>	Five cubic yards	2000
<b>Electronic Scrap</b>	CRT (Computer Monitor)	50
<b>Electronic Scrap</b>	TV	90
<b>Plastic Film, baled</b>	30" x 42" x 48"	1,100
<b>Plastic Film, baled</b>	semi-trailer load	44,000
<b>Other Plastics:</b>		
<b>Mixed rigid, no film, granulated</b>	Gaylord	750
<b>Mixed rigid and densified by mixed plastic mold technology</b>	One cubic foot	average 60
<b>PS, granulated or peanuts</b>	One cubic yard	9
<b>Household Hazardous Waste</b>	One gallon	10
<b>Latex Paint</b>	One gallon	10.9
<b>Mixed Textiles, loose</b>	One cubic yard	240
<b>Mixed Textiles, baled</b>	One cubic yard	480
<b>Mixed Textiles, baled</b>	31" x 45" x 60"	885
<b>Carpet Padding</b>	One cubic yard	62
<b>MIXED MUNICIPAL SOLID WASTE (MSW)</b>		
<b>MSW, (uncompacted)</b>	One cubic yard	150-300 (225 Average)
<b>MSW, (compacted in truck)</b>	One cubic yard	500-1,000
<b>MSW, compacted in packer truck</b>	3.3 cubic yards	2000 (Average)
<b>C &amp; D; Clean Fill</b>		
<b>Concrete</b>	One cubic yard	860
<b>Asphalt Paving</b>	One cubic yard	773
<b>Brick, Ceramic, Porcelain</b>	One cubic yard	860
<b>Roofing</b>	One cubic yard	731
<b>Wood</b>	One cubic yard	169
<b>Industrial Waste (Similar to MSW and C &amp; D categories)</b>		
<b>Friable Asbestos/other Regulated Asbestos (Similar different type of C &amp; D)</b>	One cubic yard	Varies
<b>Infectious Waste (Similar to MSW categories)</b>		
<b>Ash</b>	One cubic yard	945-1080
<b>PCS (Petroleum Contaminated Soils)</b>	One cubic yard	929
<b>Offal (animal and fish scraps)</b>	One cubic yard	1350
<b>Sewage Sludge dry</b>	One cubic yard	945
<b>Sewage Sludge wet</b>	One cubic yard	1215
<b>Other Sludges (dry-wet)</b>	One cubic yard	945-1215
<b>Other Materials</b>		
<b>Vegetative--Food Waste</b>	One cubic yard	1,070
<b>Yard Waste, raw, mulched (either for composting or land application)</b>	One cubic yard	350
<b>Yard Waste, finished compost</b>	One cubic yard	1,400
<b>Brush, loose</b>	One cubic yard	300
<b>Scrap Tire-Passenger**</b>	One passenger	22.5
<b>Scrap Tire-Truck**</b>	One truck tire	60
<b>Used Motor Oil***</b>	One gallon	8
<b>Antifreeze***</b>	One gallon	8
<b>Lead Acid Batteries****</b>	One vehicle battery	40



\* Formula for converting cubic yards to tons:

# of cubic yards x weight in pounds ÷ 2000 pounds = tons

\*\*Formula for converting tires to tons:

# of tires x weight in pounds ÷ 2000 pounds = tons

\*\*\*Formula for converting gallons to tons:

# of gallons x weight in pounds ÷ 2000 pounds = tons

\*\*\*\*Formula for converting # of Lead Acid Batteries to tons:

# of batteries x weight in pounds ÷ 2000 pounds = tons

\*\* Gaylord size most commonly used is 40" x 48" x 36"; weight of empty Gaylord approx. 45 pounds

One cubic foot = 7.5 gallons or 1728 cubic inches

One cubic yard = 36" x 36" x 36" or 46,656 cubic inches

One cubic yard = 202 gallons or 27 cubic feet

18-bushel hamper = 0.83 cubic yards

## APPENDIX B: DEBRIS REDUCTION METHODS

### Reduction by Grinding and Chipping:

- Chipping operations are suitable in areas where streets are narrow (residential areas) or in orchards/groves of trees where it is cheaper to reduce the vegetation to mulch and then return it to affected areas.
- The DMCA should work with local environmental and agricultural groups to see if there is any market for mulch.
- When contracting a mulching project, the most important consideration is the specification of the size of the mulch. The mulch must remain free of paper and plastic if used for agricultural purposes. The following information is for the use of mulch as an agricultural product:
  - **Size:** Average size of wood chips is not to exceed four inches in length and one-half inch in diameter. The debris reduction rate for moderately contaminated debris is 100 to 150 cubic yards per hour and when the debris is relatively clean it is 200 to 250 cubic yards per hour.
  - **Contaminants:** **The contamination rate for material other than wood products should be less than ten percent of the mulch. Eliminate plastics completely.** Use rake loaders to pick up debris because normal loaders pick up earth, which is part of the contaminant list and harms the chipper.
- Trees present a problem if they are pushed to the side of the public right-of-way because of cost associated with transportation.
- Grinders are ideal for use at DMSs due to high volume capacity. Due to high capacity of debris, a large storage area is needed for a large grinding operation. Sound protection also becomes a very important issue.
- Strong winds and tornadoes present opportunity for large grinding and chipping operations. The resulting product may be used as a landfill product, topsoil, or residential applications.

### Reduction by Recycling:

- Recycling offers an option to reduce debris before it is hauled to the landfill. Recycling is a publicly supported function that has economic values for the recovered materials. Metals, wood, and soils are commonly recyclable or reusable. A drawback is the impact of recycling on the environment. In areas of agriculture there may be a large amount of fertilizer use. Therefore, use of soil may be limited due to contamination.
- Recycling, when chosen, should be by a contractor who specializes in sorting debris. Contract monitoring is a part of a recycling operation because the contractors must comply with local, state, and federal environmental regulations.
- Recycling should be given consideration early in a disaster because it may reduce cost of debris removal. The materials capable of being recycled include:
  - **Metals:** Most metals are able to be recycled and do not contain iron. However, trailer frames and other iron containing metals may be included in the recyclable materials. The metals are separated by the use of an electromagnet. The resulting materials can be sold to metal recycling firms.
  - **Soil:** Soil recycling operations use large pieces of equipment to pick up soil. The soil is transported to a site where it is combined with organic material that will decompose. Large amounts of soil can be recovered if the material is put through a screen system. The resulting soil can be given back to the agricultural community. The soil also may be used for local landfills as cover material.
  - **Wood:** Wood debris can be ground or chipped into mulch.
  - **Construction material:** Concrete or other building materials can be reused or shredded to reduce volume, then used as a cover for landfills.
  - **Residue material:** Material that cannot be recycled, such as cloth, rugs, and trash, can be sent to landfills for disposal.

## Reduction by Burning:

Burning as a reduction method in Hamilton County will only be used as a last resort due to environmental impacts, logistical complications and cost of operations.

- **Uncontrolled open burning** is the least desirable method of debris reduction because of the lack of environmental control. In some cases, this method may be used if a permit is obtained from the appropriate local authority.
- **Controlled open burning** is a cost-effective way of reducing debris. Controlled open burning may be used if there is clean wood debris. The controlled burning allows the remaining ash to be used as a soil additive if the Department of Agriculture or applicable local agency determines it can be recycled. If there is any treated lumber, poles, nails, bolts, tin, aluminum sheeting, or other building material, this operation must stop because of the hazards associated with the burning of these materials.
- **Air curtain pit burning** reduces environmental concerns by using a system that produces high temperatures and reduces pollutants released into the atmosphere.
- **Refractor lined pit-burning** uses a pre-manufactured lined pit. The system allows for the reduction of debris by 95%.

## Closeout Issues

**Environmental Restoration:** Stockpiled debris will be a mix of woody vegetation/yard waste, construction material, and household items. Household hazardous waste and medical wastes should be segregated and removed to their final disposal facilities, not transported to a DMS. Operations may result in contamination from petroleum spills or runoff from debris piles. 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:

- **Soils:** Monitoring consists of using portable meters to determine if soils are contaminated by volatile hydrocarbons. Contractors will conduct 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 stockpile areas.

## **APPENDIX C: SAMPLE DEBRIS REMOVAL AND DISPOSAL MONITORING PLAN**

### **Debris Removal and Disposal Monitoring**

There are three types of monitors which will need to be overseen during debris operations. The functions and responsibilities of the field monitors are described below.

#### **Roving Monitors**

- Two-person teams of Roving Monitors may be assigned to a specific zone/area or to a specific contractor depending upon the distribution of work assignments. The Roving Monitors' mission is to act as the "eyes and ears" for the DMCA to ensure that all contract requirements, including safety, are properly implemented and enforced.
- Roving Monitors will have the authority to monitor contractor operations and to report any problems back to the DMCA or their designee. Roving Monitors may request contract compliance, but do not have the authority to otherwise direct contractor operations or to modify the contract scope of work.

#### **Load Site Monitors**

- Load Site Monitors will be stationed at designated contractor debris loading sites. The Load Site Monitors' primary function is to verify that debris being picked up is eligible under the terms of the contract.
- Load Site Monitors will be assigned to each contractor's debris loading site within designated debris zones/areas and will initiate and sign load tickets as verification that the debris being picked up is eligible.

#### **Disposal Site Monitors**

- Disposal Site Monitors will be located at both DMSs and landfill/disposal sites as identified by the DMCA throughout the recovery process. The Disposal Site Monitors' primary function is to ensure that accurate load quantities are being properly recorded on pre-printed load tickets.
- At each DMS and landfill/disposal site, the contractor may be required to construct a monitoring station tower for use by the Disposal Site Monitor. The contractor should construct the monitoring station towers from pressure treated wood with a floor elevation that affords the Disposal Site Monitor a complete view of the load bed of each piece of equipment being utilized to haul debris. The contractor should also provide each site with chairs, table, and portable sanitary facilities.
- The Disposal Site Monitor will estimate the quantity (in cubic yards) of debris in each truck/trailer entering the contractor's selected temporary debris management site or landfill disposal site and will record the estimated quantity on pre-numbered debris load tickets. The contractor will only be paid based on the type of contract and what was deposited at the disposal site. The Disposal Site Monitor may have to track load tickets, tonnage, or cubic yards. This is to be done on all types of debris removal contracts and force account vehicles.
- The Disposal Site Monitors will be stationed at all debris management sites and landfill/disposal sites for the purpose of verifying the quantity of material being hauled by the contractor or force account labor. The Disposal Site Monitor will be responsible for closing out and signing each load ticket or weight tracking and returning a copy to the DMCA at the end of each day.

### **Load Ticket Disposition**

A commonly used load ticket is a 5-part pre-printed form. The following section uses the 5-part load ticket system as an example. Other formats, including electronic load tickets, may be used.

- Load tickets will typically be used for Unit Price Contract.
- At initiation of each load, the Load Site Monitor will fill out all items in Section 1 of the load ticket and will retain Part 1 (White Copy). The remaining copies will be given to the driver and carried with the load to the disposal site.
- Upon arrival at the disposal site, the driver will give all four copies to the Disposal Site Monitor. The Disposal Site Monitor will complete Section 2 of the load ticket and retain Part 2 (Green). Parts 3, 4, and 5 will be given either to the contractor's on-site representative or to the truck driver for subsequent distribution.
- All trucks will be measured by the contractor and debris management staff before the operation begins and periodically rechecked throughout the operation.
- The contractor will be paid based on the number of cubic yards of eligible debris hauled per truckload. Payment for hauling debris will only be approved upon presentation of Part 4 (Pink) of the load ticket with the contractor's invoice.
- Load tickets will also be completed and retained for county force account vehicles as a primary mechanism for tracking debris quantities deposited at debris management sites.

## **DEBRIS REMOVAL AND DISPOSAL MONITORING PLAN SAMPLE**

### **GENERAL**

The <insert name of contracting agency and jurisdiction> has entered into a contract with <insert name of Contractor> for the purposes of:

- Removing debris from public rights-of-way to Debris Management Sites, and hauling vegetative, recyclable Construction & Demolition, and mixed debris to a debris volume reduction site.
- Setting up and operating <insert appropriate number of DMSs conducting debris volume reduction operations> debris volume reduction site(s) located at <insert address>.
- Hauling chips/mulch from the debris volume reduction site to <insert name of landfill/disposal location> or a location of the DMCA's choosing.
- Hauling recycled concrete, metal and other recyclable C&D and mixed debris to <insert name of approved C&D landfill> or a location of the DMCA's choosing or, if permitted under the terms of the contract, to a location of the Contractor's choosing for profit.

<Insert name of agency, department, or division responsible for monitoring Contractor activities> will be responsible for monitoring the contractor's debris removal and disposal activities using <insert appropriate agency, department, or division> personnel to prepare debris load tickets and contract oversight.

### **PURPOSE**

The purpose of this plan is to outline the monitoring responsibilities of the <insert name of jurisdiction>'s contract monitoring personnel. This plan is subject to revision based on changing conditions.

### **MONITORING OPERATIONS**

The Contractor will be responsible for removing all eligible vegetative, C&D, and mixed debris from public rights-of-way and hauling limbs, branches, and yard wastes to designated final disposition locations or DMSs at <insert address(es) of DMS(s)>.

Tree trunks greater than <insert size> feet in diameter and root balls will be hauled directly to the <insert name of facility/site(s)>.

Monitoring activities will be controlled by the DMCA or a designee. Phone number for the Debris Manager is <insert DMCA's phone number>. Day to day operations and contracting problems/questions should be directed to <insert name, title, and phone number of appropriate person>.

The Debris Contract Monitor's workday is expected to be from <insert time> a.m. until <insert time> p.m. with <insert number> hour for lunch or maximum of <insert number> hours/day <insert number> days per week.

Monitors will be responsible for initiating debris load tickets at debris loading sites and estimating and recording the type and quantity of debris, in cubic yards, of vehicles entering the DMS on debris load tickets.

#### **DEBRIS LOADING SITE MONITORS**

The Load Site Monitors will complete Section 1 of the load ticket. The Load Site Monitor will keep one copy and give the remaining copies to the truck driver. The Monitor's copy will be turned into the DMCA or designated representative on a daily basis. Load ticket information will be entered into a database by <Insert name of agency, department, or division> personnel.

Transportation will be provided by <insert name of business, agency, department, or division> from <insert appropriate location address> and returning to <insert appropriate location address> or to/from a mutual meeting point.

#### **DMS MONITORS**

The Disposal Site Monitors will record the estimated quantity, in cubic yards, on Section 2 of the load ticket. The Monitor will keep one copy and give the remaining copies to the truck driver. The Disposal Site Monitor's copy will be turned into the DMCA or designated representative on a daily basis. Load ticket information will be entered into a database by <insert name of agency, department, or division> personnel.

Monitors will be located at the entrance to the DMS and/or disposal site where the inspection tower is located. They will be responsible for estimating and recording the cubic yards of debris in Section 2 of the load ticket for all incoming debris hauling vehicles. A copy of the debris load ticket is shown on the following page.

Transportation will be provided by <insert name of business, agency, department, or division> from <insert appropriate location address> and returning to <insert appropriate location address> or to/from a mutual meeting point.

#### **COMPLETING THE LOAD TICKET**

- The Disposal Site Monitor will be stationed in the inspection tower and will make an estimate of the quantity of debris contained in the truck or trailer (in cubic yards). Each truck or trailer will have the measured hauling capacity in cubic yards recorded on the side of the truck or trailer. That number should be validated with the quantity stated in Section 1.
- The Disposal Site Monitor will indicate the name and the arrival time of the truck and indicate the type of debris in the truck.
- The Disposal Site Monitor will record the estimated volume, in cubic yards, on the load ticket in the Estimated Debris Quantity block of material contained within the bed of the truck or trailer.
- An example of a Truck/Trailer Capacity Table is shown below.
- The Disposal Site Monitor will print and sign their name in the designated block.

- The Disposal Site Monitor will retain one copy of the load ticket and give the remaining copies to the truck driver. The Disposal Site Monitor's copy will be turned into the DMCA or representative at the end of each day.

**EXAMPLE TRUCK/TRAILER CAPACITY TABLE**

Truck Number	Driver	Model	License #	Capacity in CY
101	Joe Hauler	Self Loader	39X2520 GA	32 CY
102	Kim Driver	Self Loader	39X2522 TX	32 CY
103	Steve Loader	Trailer	63XN362 MD	47 CY
104	David Dump	Self Loader	63X5542 LA	46 CY
105	Chip Grinder	Trailer	W5008 FL	47 CY

- List vehicle number, drivers name, model, license number and measured capacity of truck/trailer bed in cubic yards.
- **NOTE:** Debris contract oversight personnel must measure and photograph every truck and trailer used by the contractor to move debris. Typical recommendation is at the start of every day. The DMCA should set this schedule. This should be done jointly with the Contractor's representative before debris removal operations begin.

**MONITORING STAFF ASSIGNMENTS**

Monitoring assignments and personnel names should be recorded in a table similar to the following:

**EXAMPLE MONITORING STAFF TRACKING TABLE**

Date	Monitor's Name	Monitor's Title	Disposal Site Name	Disposal Site Address	Hours Worked
10/1/21	Betty Rubble	Inspector	Mulching Park	123 Main St.	7 a.m. – 6 p.m.
10/1/21	Joe Blades	Tow Truck Operator	Redux Central	5000 South St.	7 a.m. – 7 p.m.

**TRAINING**

- All assigned monitors will attend a <insert number> hour training session starting at <insert time> on <insert date> at <insert location>. Alternate training date is <insert alternate date>, same time and location.

## APPENDIX D: STREAM CLEARANCE GUIDE



Over the years, Ohio citizens have frequently contacted the Department of Natural Resources seeking assistance in the resolution of problems they have encountered related to water resources. Many of the questions posed have concerned the authorities and duties of government, as well as the rights and responsibilities of individuals, with regard to surface water. This fact sheet poses some of the more frequently-asked questions, and provides the responses which have been passed along. It is intended to assist the lay person in understanding the basic legal concepts involved with some of Ohio's more common water rights issues. A more comprehensive analysis can be obtained through review of the references cited, which is strongly recommended. For those persons involved in water rights conflicts, this fact sheet is intended as a prelude to consultation with an attorney, not as a substitute for it.

**Who owns Ohio's streams?** Ohio's Constitution does not address this question, nor has there been a statute enacted in Ohio to address it. So the answer must be derived from the common law.

**What is "the common law"?** The common law, in this context, is the system of law initially developed in England by the higher courts and stated in the written opinions of these courts based on general customs or on reason and fixed principles of justice.<sup>1&2</sup> English common law had been adopted in the American colonies prior to the Revolutionary War, and those parts of it that were consistent with the Constitution of the United States were retained. Since then, opinions of federal and state courts in this country have modified, refined, and added to the common law of the United States and the State of Ohio.

**What if the federal or state government passes a law that contradicts the common law?** This type of law, called a statute, overrides the common law. Common law is used by the courts to interpret statutes and to determine the outcome of cases in which statutes are not controlling.

**Are there situations not addressed by the common law?** Yes, but because the common law is founded on the "laws of nature and the dictates of reason", even in the absence of a precedent it is

adaptable to new situations and circumstances.<sup>1&2</sup> A precedent is a past decision of a higher court (an appeals court or supreme court) which serves as an example for other courts to follow in similar cases. In situations where there is no clear precedent to follow, it is difficult to predict how the common law may be adapted or modified. Even in situations where there is a clear precedent, it still may be modified or reversed by a new court decision and a new precedent established. Significant changes to the common law, which normally are the result of Ohio or U.S. Supreme Court decisions, occur due to changing circumstances, an expanding knowledge base, and changing attitudes in society and in the courts.

**So what does the common law say about who owns Ohio's streams?** There are two components to a stream, the water flowing in it and the land beneath the water. The nature of flowing water makes it impossible for a landowner to exercise the kind of control over it that is essential for it to be considered private property. Despite a landowner's efforts to retain it, the water will inevitably seep into the ground or evaporate into the air or flow downhill onto the next property. Water is a "public good" and not ownable as private property. Landowners do have rights to make use of the water flowing through their property including the right to withdraw it and otherwise control it to the extent that nature permits, so long as the rights of others are not infringed upon.<sup>3</sup> Such rights are known as "riparian rights", meaning they are derived through the ownership of streamside property.

As to who owns the land beneath a stream, under Ohio common law the owner of the land beside the stream also owns the land beneath it. If the land on each side is owned by two different owners, then each owns to the center of the stream unless otherwise specified by the landowners' deeds. On navigable streams there is a public right of navigation, spelled out originally in the Northwest Ordinance, which states that navigable waters shall be common highways, forever free to the people of the United States. On such streams, boaters have the right to navigate on the stream, regardless of who owns the land beside it. Because of this, some have claimed that the owners of land beside a navigable stream do not own the land beneath it. But Ohio courts have long held that the owners of the land on the banks of a navigable



stream are also owners of the beds to the middle of the stream, as in the common law.<sup>4</sup> One exception is the submerged land beneath the Ohio portion of Lake Erie, which is owned and held in trust for the public by the State of Ohio.

**Does a landowner who owns the land on both sides of a stream (and, therefore, beneath the stream as well) have the right to construct a dam across it?** There are no constitutional provisions and, in most instances, no statutes that address this type of action. Under the common law, dam construction is allowed so long as it doesn't infringe on the rights of others. If a dam is constructed so that the water retained behind it backs up onto an upstream landowner's property and causes harm, the dam owner may be held liable in court for an unreasonable interference with the flow of surface water.<sup>5</sup> If the dam curtails the flow of water downstream and prevents reasonable uses by downstream property owners, the dam owner may also be held liable in court. If the dam collapses during a normal flood and causes harm to downstream landowners, the dam owner may likewise be held liable.<sup>6</sup> On navigable streams, the construction of a dam may interfere with the public's right to navigate the stream. This could result in a court decision disallowing a dam because it is an impediment to the public's right of navigation.<sup>7</sup>

There are also both state and federal statutes which are, in some instances, relevant to construction of a dam. Depending on the size of the dam and the amount of water it would retain, it may fall under the jurisdiction of Ohio's dam safety statute which requires a construction permit from the Ohio Department of Natural Resources, Division of Soil and Water Resources.<sup>8</sup> The purpose of the dam safety program is to require that dams are designed and constructed according to appropriate specifications to assure their structural integrity and the public safety. On a few large rivers in Ohio, construction of dams and other impediments to navigation is regulated by the U.S. Army Corps of Engineers. Impediments to navigation on these streams are generally not permitted.<sup>9</sup> Construction of a dam may also constitute placement of fill into waters of the United States, which may require a federal permit, also from the U.S. Army Corps of Engineers.<sup>10</sup> The federal and state statutes which are relevant to dam construction are outlined in Guide 06 Permit Checklist for Stream Modification Projects.

**Whether or not a stream is navigable seems to affect landowner rights in Ohio. What is a navigable stream and how can I find out if a particular stream is navigable?** Under Ohio common law, navigability cannot be determined by a precise formula which fits every stream under all circumstances and at all times. This means that the courts must decide the navigability of streams one at a time, on a case-by-case basis. Factors provided as

guidelines for the courts include the stream's capacity for boating in its natural condition, its capacity for boating after the making of reasonable improvements and its accessibility to public destinations.<sup>11</sup> A natural temporary obstruction to navigation, such as a logjam or sandbar, does not destroy the otherwise navigable nature of a stream.

Traditionally, a test of navigability has been whether a stream is used or could be used as a highway for commerce, over which trade and travel are or may be conducted in the customary modes of trade and travel on water. Recently, the definition of navigability has been broadened to include a stream's capacity for recreational navigation as well. The modern view is that navigation for pleasure and recreation is as important in the eyes of the law as navigation for commercial purposes.<sup>12</sup> At any rate, under Ohio common law it is not possible to know with certainty whether or not a specific stream is subject to the public's right of navigation until a court has made such a determination.

Navigability is also defined in different ways by several federal and state statutes based upon the regulatory jurisdictions of the U.S. Army Corps of Engineers and the U.S. Environmental Protection Agency. These definitions are relevant only within the context of the statutes in which they appear. More information about these statutes and their applicability can be found in Guide 06 Permit Checklist for Stream Modification Projects. Fact sheets explaining Section 404 permits and Section 401 water quality certifications are available from the Ohio Environmental Protection Agency by calling (614) 644-2001.<sup>13</sup>

**Do landowners along a stream have the right to improve drainage on their land and route the drainage outlets into the stream?** Again, there are no constitutional provisions or statutes which address this concern. Under the common law in Ohio, landowners have the right to make a reasonable use of their land, even though altering the flow of surface water may cause harm to others. Landowners incur liability only when their harmful interference with the flow of surface water is unreasonable.<sup>14</sup>

**But if the outlet is a "natural watercourse," aren't property owners allowed to discharge drainage water into it even if it does cause damage downstream?** Yes, but only if their actions are reasonable. Historically, the courts in Ohio maintained that upstream landowners could place surface water above and beyond the natural flow into natural watercourses without being liable to downstream owners.<sup>15</sup> However, more recent court decisions have applied a "reasonable use" rule instead. Under this rule, landowners are neither permitted to dispose of surface water any way they wish nor are they prohibited from interfering with the natural flow of surface water to the detriment of others. Landowners

are liable for damages caused by their interference with the natural flow of surface water only when their actions are "unreasonable".<sup>14</sup>

**Who determines when the harmful interference with the flow of surface water is unreasonable?** The reasonability of an alteration of the flow of surface water is decided by the courts on a case-by-case basis. A landowner along a stream who believes he or she has been harmed by another streamside landowner's actions must seek relief through court action. The court determines whether or not the harm is significant and material, whether it is unreasonable, and what the appropriate remedy should be. If the court determines that the harm is significant and material and that it is unreasonable, it may require that the action causing the harm be discontinued by granting an injunction against it. The court may also allow the action causing the harm to continue, but specify that compensation for damages be paid.

**If a drainage improvement diverts water into a stream from land that does not naturally drain into that stream, isn't that illegal?** Not necessarily. Historically, when the courts in Ohio allowed upstream landowners to place surface water above and beyond the natural flow into natural watercourses without being liable to downstream owners, one of the conditions was that none of the additional water could come from outside the watershed.<sup>15</sup> However, since the courts have been applying the reasonable use rule, the prohibition on diversion may no longer apply.<sup>16</sup> Under the reasonable use rule, such a diversion may be allowed unless a court determines that it constitutes a harmful interference with the flow of surface water that is unreasonable.

It is important to note that a state statute overrides the common law for diversions of water out of either the Lake Erie or Ohio River Basins in quantities greater than 100,000 gallons per day. A permit from the Ohio Department of Natural Resources is required for such diversions.<sup>17</sup> And under federal statute, diversions out of the Lake Erie Basin, regardless of quantity, must have the approval of all the Great Lakes States' Governors.<sup>18</sup>

**Who is responsible for clearing natural obstructions, such as logjams and sandbars, from streams to keep them free flowing?** It is not clear that anyone has such a responsibility. Governmental entities at the municipal, county, state, and federal levels have the statutory **authority** to undertake stream clearing and drainage improvement projects, but no governmental entity at any level has been assigned by statute the **responsibility** for such activities. The common law also does not specify that property owners must keep the streams flowing through their property clear of natural obstructions. Natural obstructions in a stream on one property may

cause harm to upstream property owners by reducing the stream's capacity for conveying runoff, resulting in flooding or reducing the effectiveness of artificial drainage systems. If these problems were caused by a landowner's actions, such as the construction of a dam across the stream, this harm would be actionable in court. It is unclear whether or not a landowner's inaction in failing to remove natural obstructions from the stream is similarly actionable.

On watercourses where drainage improvements have been made under authority of County Ditch<sup>19</sup> statutes, there are requirements for maintenance that may include removal of logjams, sandbars, and other natural obstructions. A county ditch project doesn't change a streamside landowner's basic rights to the use of the watercourse and, in fact, improves its capacity for carrying away excess water. The county (or a joint county board for multi-county drainage projects) retains a maintenance easement along the stream, and is required by the statute to maintain the original drainage project.<sup>20</sup> Landowners pay an annual maintenance assessment for these services. There are similar maintenance provisions on streams where water management improvement projects have been undertaken by one of Ohio's Conservancy Districts.<sup>21</sup>

Municipal governments also have the authority to undertake stream clearing and drainage improvement projects, and some cities and villages have enacted ordinances requiring that streams be maintained in their free-flowing states within the municipal boundaries.

The statutory authorities available for removing obstructions are discussed in Guide 04, A Catalog of Contacts for Stream Topics. The Ohio Department of Natural Resources recommends that, before an obstruction removal project is begun, consultation be made with the applicable local, state, and federal agencies listed in Guide 06, Permit Checklist for Stream Modification Projects. The extent of permit requirements will depend on the location and design of the particular project.

#### REFERENCES:

- 1 H.C. Black, 1968, Black's Law Dictionary, Definitions of Terms and Phrases of American and English Jurisprudence, Ancient and Modern, Revised Fourth Edition, edited by the publisher's editorial staff, West Publishing Company, St. Paul, Minnesota.
- 2 P.B. Gove, editor in chief, 1966, Webster's Third New International Dictionary of the English Language Unabridged, G.&C. Merriam Company, Springfield, Massachusetts.
- 3 3 Kent Comm. 439 (3d, 1836); VI-Amer. L. of Prop. § 28.55 (1954); Cooper v. Williams, (1831), 4 Ohio St. 253, 287; Salem Iron Co. v. Hyland, (1906), 74



# OHIO STREAM MANAGEMENT GUIDE

## Permit Checklist for Stream Modification Projects

Guide No. 06

This Ohio Stream Management Guide serves as a planning tool to assist you in obtaining information and the applicable permits for projects within a stream environment. Many of the requirements apply to projects proposed in wetlands, too. The size of the stream and your project design will affect your permit requirements. This checklist may not contain all of the permits necessary for your project, but will guide you in the procurement of most of the necessary permits.

The purpose of the project, a map showing the entire project and an identified contact person in your organization need to be included in your letter to the regulatory/resource agency in most cases.

### LOCAL PERMITS

**1. Special flood hazard area development permit** (contact the local governmental official designated as local floodplain administrator). Nearly 700 Ohio communities (counties, cities and villages) participate in the National Flood Insurance Program. The communities agree to review all development, structural and nonstructural, proposed in a federally identified special flood hazard area (SFHA). The SFHA is that area subject to inundation in the event of a 100-year flood. The 100-year flood has a one percent chance of occurring in any given year.

In most cases, the regulations enforced by each participating community address development in floodway and fringe locations. The floodway portion of the floodplain is the area of strongest current during a flood. **Any proposed action in the floodway** must be supported by hydrologic and hydraulic analysis to demonstrate that there will be no impact on the water surface elevations during the discharge of a 100-year flood. In fringe areas (that portion of the 100-year floodplain not identified as floodway), regulations will require development to meet certain standards to ensure its protection.

### OHIO DEPT. OF NATURAL RESOURCES (ODNR) PERMITS/REQUIREMENTS

**1. If instream blasting** is necessary, **written permission** from the Chief of the Division of Wildlife if required prior to blasting (O.R.C. 1533.58). Individuals should contact the Division of Wildlife's Environmental Section (614/265-6300).

**2. If dewatering in the project area** is anticipated during the course of project construction, and a **loss of aquatic life** is anticipated, **monetary compensation** is required for loss of those animals according to O.R.C. 1531.02. Contact the Division of Wildlife's Environmental Section (614/265-6300) for information.

**3. If dewatering a site with a pump(s)** that has the **capacity to withdraw 100,000 gallons per day** or more (70 gal./minute), a **temporary water withdrawal facility registration form** will need to be filed with the Division of Soil and Water Resources under O.R.C. 1521.16. For more information contact the Water Resources Section of the Division of Soil and Water Resources (614/265-6740).

**4. If spoil from the project is placed** in such a way as to **create a dike or levee** (as defined by the Division of Soil and Water Resources), a **permit** from the Division of Soil and Water Resources may be required (O.R.C. 1521.06). Contact the Division of Soil and Water Resources's Water Engineering Group (614/265-6731).

**5. If the project involves an area located near a State Scenic River**, authorization under the **Director's Approval Authority** may be needed before project commencement according to O.R.C. 1501.17. Those areas include portions of the Maumee, Sandusky, Chagrin, Grand, Upper Cuyahoga, Stillwater, Kokosing, Olentangy, and Little Miami rivers and the Little Beaver, Greenville and Big & Little Darby creeks. Contact the Division of Natural Areas and Preserves' Scenic Rivers staff at 614/265-6453 for more information.

**6. To aid the project planning process**, submit a request to the Division of Natural Areas and Preserves' **Natural Heritage Database** staff to locate any **endangered, threatened, or special interest species** found on or near your project site. Contact the Division of Natural Areas and Preserves' staff at 614/265-6453 for a request form.

### OTHER STATE AGENCY PERMITS/REQUIREMENTS

**1. Since the project involves work in a stream, a 401 Water Quality Certification** from the **Ohio Environmental Protection Agency** (Ohio EPA) may be required. The U.S. Army Corps of Engineers is the lead agency for coordinating the Clean Water Act permit application process (see Federal Agency Permits, below.) However, you should contact the Ohio EPA early, during project planning. They can identify water quality factors that should be considered in project design. This early coordination generally results in a faster process once you submit a Section 404 permit application. The Ohio EPA has fact sheets available which explain the certification and permit process. Ask for the fact sheets Section 401 Water Quality Certification and Section 404 Permits. The Ohio EPA also has a series of flow charts on Section 404 Nationwide Permits which will help you know whether your project falls within certain pre-authorized permit categories or whether you must apply for an individual permit. The Division of Surface Water should be contacted for more information at 614/644-2001.

**2. If the proposed project may impact a public water supply through dewatering**, the Ohio EPA's Division of Drinking and Ground Waters should be contacted at 614/644-2752.

**3. The Ohio Historic Preservation Office (OHPO)**, pursuant to the National Historic Preservation Act of 1966, Public Law 89-665 as amended, should be consulted on specific archaeological, prehistorical, or historical sites or structures which might be affected by the proposed project. The applicant **must**

consult with the OHPO under the federal Clean Water Act permitting process explained below. Submission of a letter to them requesting a OHPO consultation will suffice. Send correspondence to: Ohio Historic Preservation Office, Attn: Department Head, Technical & Review Services, 1982 Velma Avenue, Columbus, OH, 43211-2497, phone 614/297-2300.

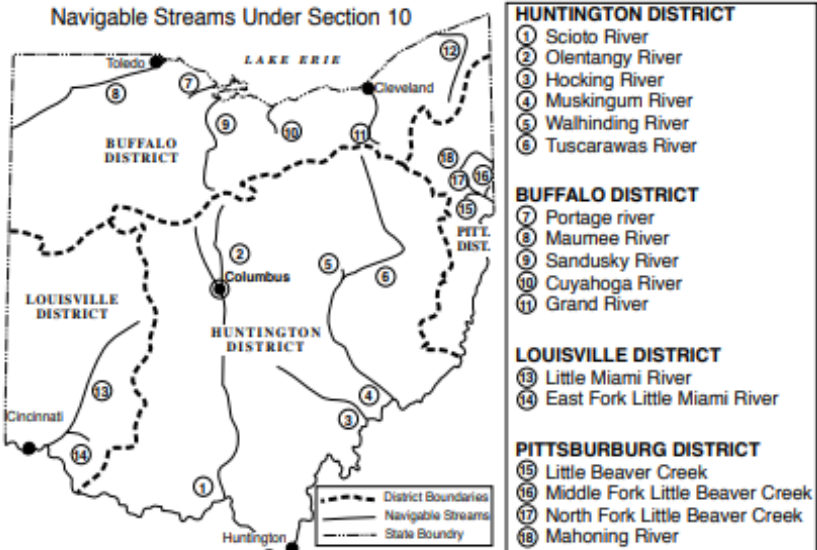
## FEDERAL AGENCY PERMITS/CONSULTATIONS

1. According to federal law, anyone who wishes to **dredge or place fill in waters of the United States** must obtain a **Section 10 Permit (Rivers & Harbors Act)** and/or a **Section 404 Permit (Clean Water Act)** from the **U.S. Army Corps of Engineers (COE)**. Waters of the United States include lakes, streams and wetlands. Note: The COE cannot permit an activity until the **Section 401 Water Quality Certification** is approved by the **Ohio EPA** (see above information regarding Ohio EPA).

Items that will need to be submitted to the COE for Clean Water Act permits include a COE application, project description and project drawings (both plan and cross sectional views). If the project is likely to impact a wetland area, include a delineation (identification of wetland and other water resources in the project vicinity) and an alternatives analysis (a summary of why the project must be constructed in the proposed location and as proposed).

Four COE Districts possess jurisdiction in Ohio (depicted on the map): Buffalo (Lake Erie Basin), Pittsburgh (Mahoning River Basin), Huntington (Muskingum, Hocking & Scioto river basins) and Louisville (Little & Great Miami river basins) districts. For more information contact the district in which your project is located:

- Buffalo District COE, Attn: Regulatory Branch, 1776 Niagara St., Buffalo, NY, 14207-3199, phone 716/879-4330
- Huntington District COE, Attn: Regulatory Branch, 502 Eighth St., Huntington, WV, 25701-2070, phone 304/529-5210
- Louisville District COE, Attn: Regulatory Branch, 600 Federal Place, P.O. Box 59, Louisville, KY, 40201-0059, phone 502/582-5607
- Pittsburgh District COE, Attn: Regulatory Branch, William S. Morrhead Federal Building, 1000 Liberty Ave., Pittsburgh, PA, 15222-4186, phone 412/395-7154



2. Additionally, the COE will require that an applicant **consult with the U.S. Fish and Wildlife Service (U.S. FWS)** regarding the **presence of federally listed threatened and endangered plants and wildlife** located in the project area (Endangered Species Act). Submission of a letter to the U.S. FWS requesting an endangered species consultation will suffice. Send correspondence to: U.S. Fish and Wildlife Service, Ecological Services, 6950-H Americana Parkway, Reynoldsburg, OH, 43068-4115, phone 614/469-6923.

Not all projects will require the same permits or same level of project documentation. By contacting agencies in the project planning stages, your time, resources and frustration can be reduced. Getting input prior to permit application can avoid costly changes required by the various agencies protecting our natural resources. Plan ahead...to avoid confusion later!



This Guide is one of a series of Ohio Stream Management Guides covering a variety of watershed and stream management issues and methods of addressing stream related problems. The overview Guides listed below, are intended to give the reader an understanding of the functions and values of streams. For more information about stream management programs, issues and methodologies, see Guide 05 Index of Titles or call the ODNR Division of Soil and Water Resources at 614/265-6739. All Guides are available from the Ohio Department of Natural Resources. Single copies are

available free of charge and may be reproduced.

For copies please contact:

ODNR  
Division of Soil and Water Resources  
2045 Morse Road, Bldg B  
Columbus, Ohio 43229-6693

The guides are also available on-line as web pages and PDF files so you may print high quality originals at your location. You will find the guides on-line at:

<http://www.ohiodnr.gov/soilandwater/>

Prepared by the Ohio Department of Natural Resources, Kim Baker, Division of Real Estate and Land Management, principal author. Input from staff of several ODNR divisions, state and federal agencies are used in the development of the Ohio Stream Management Guides.

Guides are available on-line at: <http://www.ohiodnr.gov/soilandwater/>

An equal opportunity employer--M/F/H.  
Printed on recycled paper

# APPENDIX E: PUBLIC ASSISTANCE PRIVATE PROPERTY DEBRIS REMOVAL FACT SHEET

Federal Emergency Management Agency



FEMA

Fact Sheet

## PUBLIC ASSISTANCE: PRIVATE PROPERTY DEBRIS REMOVAL

The Federal Emergency Management Agency (FEMA) Public Assistance (PA) Program provides supplemental assistance to states, territories, tribal, and local governments, as well as certain private nonprofit organizations (herein referred to as Applicants). FEMA's [Public Assistance Program and Policy Guide](#) (PAPPG) provides comprehensive information regarding FEMA assistance and the requirements that Applicants must meet in order to receive assistance. The purpose of this Fact Sheet is to provide clarifying guidance for private property debris removal (PPDR) requirements based on the type of private property. Guidance provided below will be reflected in the next scheduled update to FEMA's PAPPG.

### Approval Process

The Applicant must submit a written request to FEMA identifying the specific properties or areas of properties where PPDR activities will occur. Once the request is submitted, FEMA engages with the Recipient and Applicant to review the request and conduct site inspections. With exception of debris removal from commercial property, the Applicant does not need to wait for FEMA approval to start work. However, for the Applicant to receive PA funding, FEMA must determine that the PPDR work at each property is eligible.

FEMA only approves PA funding for PPDR if the Applicant demonstrates all of the following with sufficient documentation:

#### **1. Legal Authority and Indemnification**

FEMA will accept a written statement from an authorized Applicant official that:

- Certifies that it has legal authority and responsibility to remove debris from private property,
- Cites all applicable sources of authority (law, ordinance, code, contract, etc.), and
- Agrees to Indemnify the United States for any claim arising from the debris removal.

#### **2. Public Interest**

The Applicant must demonstrate that the PPDR was in the public interest.<sup>1</sup> This includes the basis for the determination that removing the debris from the private property locations requested was in the public's interest. The determination must be made by the state, tribal, territorial, or local government's public health authority or other public entity that has legal authority to make a determination that disaster-generated debris on private property constitutes an immediate threat to life, public health, or safety, or to the economic recovery of the community at large.

FEMA evaluates the submission to determine if it concurs that PPDR is in the public interest and provides a written response specifying any properties or area of properties for which it approves funding for debris removal.

<sup>1</sup> Stafford Act § 407, 42 U.S.C. § 5173; 44 C.F.R. § 206.224(b).  
Page 1 of 3

### Private Roads

Private roads are those that are not owned by a federal, state, tribal, territorial, or local entity (including orphan roads).

#### **1. Debris Clearance for Emergency Access**

Private roads are those that are not owned or operated by, or otherwise the legal responsibility of, a local, tribal, territorial, state, or federal entity. Clearance of private roads, including orphan roads; roads in gated communities; homeowners' association roads; etc. is in the public interest if the debris impairs emergency access by local emergency responders, ambulances, fire, and police. For example, downed trees may be cut and moved off the roadway. Eligible work is limited to that necessary for roads to remain passable but might include removal and disposal during the initial pass as necessary to ensure emergency access. The Applicant is not required to submit documentation demonstrating that debris clearance is in the public interest.

#### **2. Debris Removal**

Debris clearance activities that provide emergency access on private roads may be sufficient to eliminate immediate threats to public health and safety. Once clearance activities are complete, additional work to remove and dispose of the debris on private rights-of-way may exceed what is in the public interest. For example, clearance of vegetative debris from the private roads in lightly populated or undeveloped areas may sufficiently eliminate the public health and safety threat. However, if the public has unrestricted access (no locks, gates, or guards) and frequently uses the private road, then removal and disposal of the debris, including debris placed at the curbside by residents, is in the public interest, and the Applicant is not required to submit documentation demonstrating the debris removal is in the public interest. This does not include debris on private driveways or parking lots. It also does not include removal and disposal activities from private roads in areas with restricted access (roads behind locks, gates, or guards) or private roads that are unrestricted but rarely used by the public. The Applicant must provide further documentation to establish that removal is in the public interest in these areas and, though not required, Applicants should consider obtaining approval from FEMA prior to starting removal and disposal.

### Residential Property

Debris removal from residential property is usually not in the public interest because the debris does not typically present an immediate health and safety threat to the general public. If the disaster generates debris quantities and/or types of debris on residential property that is so widespread or of such magnitude that it creates an immediate threat to public health and safety, debris removal may be in the public interest. To determine if removal of debris from private residential property is in the public interest, FEMA evaluates the public health determination and will consider:

- Whether the debris is:
  - Located in open areas accessible to the public (e.g., in a yard with no fence barrier next to a public sidewalk)
  - Located in maintained areas
  - Creating a health and safety hazard (such as a rodent infestation);
- Volume of debris;
- Height of debris;
- Number of houses and blocks with large volumes of debris; and
- Amount of the public population affected.

Given these additional considerations, Applicants should consider obtaining approval from FEMA prior to starting work.

**Commercial Property (Requires FEMA's Pre-approval)**

Removal of debris from commercial properties, such as industrial parks, golf courses, cemeteries, apartments, condominiums, and trailer parks is usually not eligible because commercial enterprises are expected to retain insurance that covers debris removal. In very limited, extraordinary circumstances, FEMA may grant an exception. FEMA must approve the work prior to the Applicant removing the debris.

**Other Considerations**

**1. Duplication of Benefits**

The Applicant should work with private property owners to pursue and recover insurance proceeds and credit FEMA the Federal share of any insurance proceeds received. In some circumstances, FEMA may provide assistance to individuals for debris removal through FEMA's Individual Assistance (IA) program. Consequently, FEMA PA staff coordinate closely with IA staff to ensure FEMA does not fund the same work under both programs.

**2. Environmental Considerations for Debris Removal**

Although debris removal is usually statutorily excluded<sup>2</sup> from the National Environmental Policy Act review, FEMA must ensure compliance with other federal laws, regulations, and Executive Orders prior to funding the work. Accordingly, FEMA must ensure that the Applicant's debris removal operations avoid impacts to such resources as floodplains, wetlands, federally listed threatened and endangered species and their critical habitats, and historic properties (including maritime or underwater archaeological resources if waterways are impacted). The Applicant must stage debris at a safe distance from property boundaries, surface water, floodplains, wetlands, structures, wells, and septic tanks with leach fields. Additional coordination may be necessary for debris removal from waterways, stump removal, and use of fill.

The Applicant should contact applicable federal, state, and tribal regulatory agencies to ensure compliance with requirements and permits for debris-related operations. Upon completion of debris removal and disposal, site remediation may be necessary at staging sites and other impacted areas.

For more information on environmental and historic preservation compliance associated with debris removal, please refer to the [\*Environmental and Historic Preservation \(EHP\) Fact Sheet: Debris Removal Activities\*](#) as well as the PAPPG.

---

<sup>2</sup> Stafford Act § 316, 41 U.S.C. § 5159.

## APPENDIX F: DEBRIS FACT SHEET FOR LOCAL OFFICIALS



**OHIO DEPARTMENT  
OF PUBLIC SAFETY**  
SAFETY • SERVICE • PROTECTION



The information contained within this document is intended to assist local officials responsible for all or a portion of the issues relating to managing all types of waste (“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 the Ohio Emergency Management Agency (EMA) are two state agencies that have primary responsibilities and can disrupt local government operations in general. Their roles and day-to-day points of contracts 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 disaster or by demolition, yard waste, household hazardous waste, food stuffs and spoiled food.

### **Ohio Environmental Protection Agency ([www.epa.state.oh.us/dsiwm](http://www.epa.state.oh.us/dsiwm))**

Division of Solid and Infectious Waste Management, Central Office  
50 West Town Street, Suite 700, Columbus, Ohio 43212  
Phone (614) 644-2621 Fax (614) 728-5315

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.

### **Ohio Emergency Management Agency ([www.ema.ohio.gov](http://www.ema.ohio.gov))**

Disaster Recovery Branch  
2855 West Dublin Granville Road, Columbus, OH 43235  
Phone (614) 799-3665 Fax (614) 791-0018

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

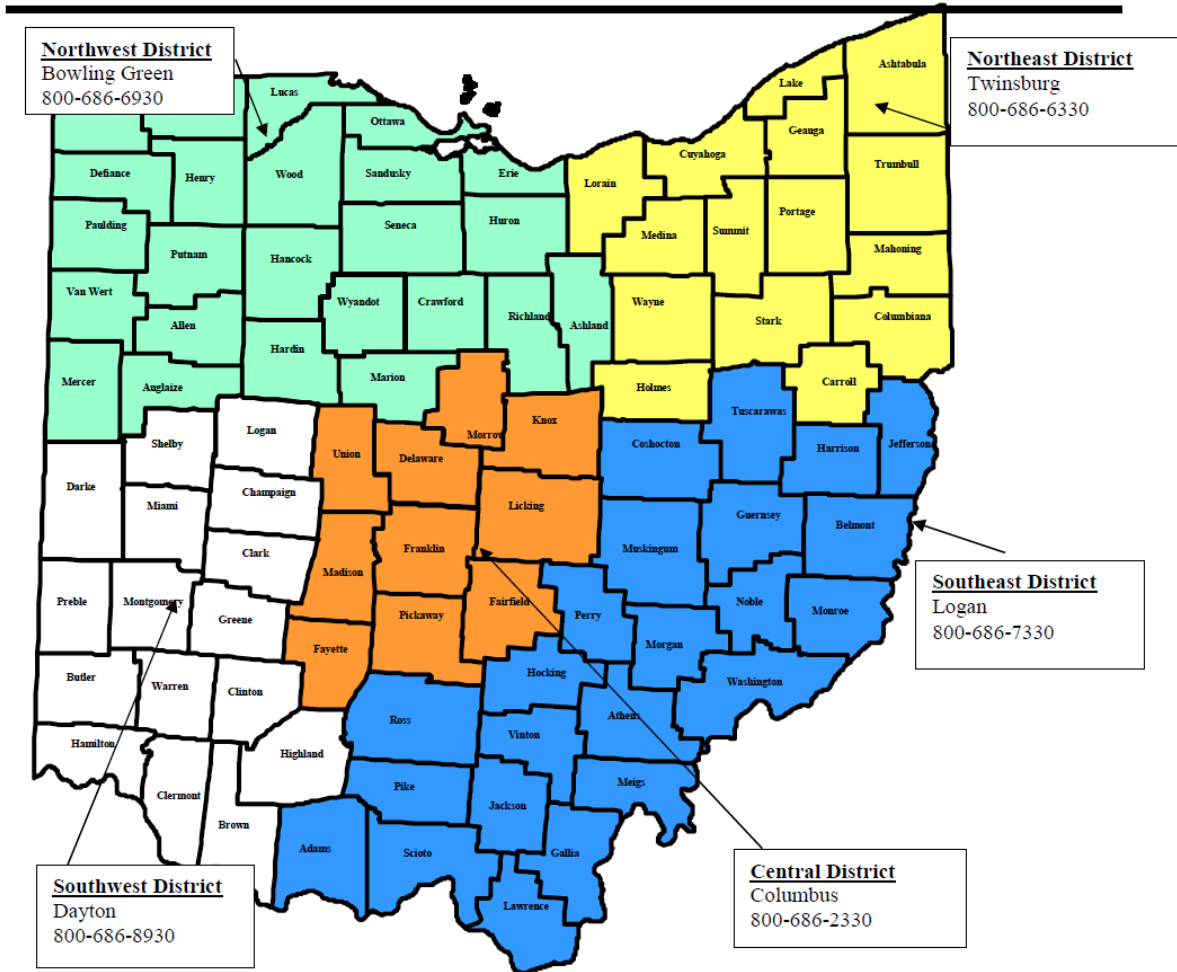
Page 1	Contact List	Page 4	Ohio EPA Resources
Page 2	Management Options Chart	Page 4	Contracting and FEMA Eligibility
Page 3	Temporary Debris Sites		



## DEBRIS MANAGEMENT CONTACTS

### OHIO ENVIRONMENTAL PROTECTION AGENCY

Div. Materials & Waste Management (includes solid, infectious, & hazardous)	(614) 644-2621
Public Drinking Water	(614) 644-2752
Waste Water Treatment	(614) 644-2001
Burn Permits	(614) 644-2270
Chemical Spills	(800) 282-9378



### **Additional Contacts**

Local Solid Waste Mgmt District (Recycling)	(513) 946-7766	Ohio EMA (Response and Recovery)	(614) 889-7150
Local Department of Health	(513) 946-7800	Ohio Historic Preservation Off (Environmental/Historic)	(614) 298-2000
Ohio Department of Health (Private Drinking Water)	(614) 466-1390	Attorney General (Consumer Protection)	(800) 282-0515
Ohio Department of Agriculture (Dead Animals)	(614) 728-6200	Ohio Dept. Natural Resources (Recycling, Floodplain Mgmt.)	(614) 265-6565
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)	Food, packaging, clothing, appliances, furniture, machinery, electronic equipment, garbage, plastic, paper, bottles, cans, loose carpeting, paper products, scrap tires, street dirt, dead animals, vehicles  Sand Bag Note: Sand from sand bags used to control flooding may be emptied from the bags and reused. The empty bags, if not reused, are considered solid waste. Sand contaminated with other materials (hazardous, etc.) should be handled appropriately.	<ul style="list-style-type: none"> <li>• <b>Recycling: segregate / recycle as much as possible (preferred)</b></li> <li>• MSW Landfill Disposal</li> <li>• MSW Transfer Facility Disposal</li> <li>• Scrap Tires: licensed tire recovery / recycling facility</li> <li>• Appliances: remove refrigerants prior to disposal</li> <li>• Vehicles: auto salvage yards</li> <li>• Dead Animals: landfill, compost, burn / bury / render (per Ohio Dept. of Ag. Guidelines)</li> </ul>
Agricultural Waste & Vegetative Waste (aka Solid Waste)	Vegetative or woody waste, tree limbs, brush, shrubs (does not include buildings, other structures, dead animals, or vehicles)	<ul style="list-style-type: none"> <li>• <b>Recycling: drying, chipping, grinding for use in landscaping, mulching, and as a fuel supplement (preferred)</b></li> <li>• MSW Landfills Disposal</li> <li>• MSW Transfer Facility Disposal</li> <li>• Appropriate Composting Facilities</li> <li>• Controlled Burning – for use in declared disaster areas only; air curtain destructor use and <b>Ohio EPA approval required</b></li> </ul>
Construction & Demolition Debris (CDD)	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	<ul style="list-style-type: none"> <li>• <b>Recycling: segregate and reuse as much materials as possible</b></li> <li>• CDD Landfill Disposal</li> <li>• MSW Landfill Disposal</li> <li>• MSW Transfer Facility Disposal</li> <li>• Mobile Homes: take to salvage company or CDD landfill</li> </ul>
Clean Hard Fill (a subset of CDD)	CDD which consists only of reinforced or non-reinforced concrete, asphalt concrete, brick, block, tile, and stone which can be reused as construction or fill material	<ul style="list-style-type: none"> <li>• Segregate and reuse materials as appropriate. Notify local health district of intent to use clean hard fill in filling operations</li> </ul>
Infectious Waste	Needles and medical related glass (“sharps”), syringes, blood containing or saturated items including tubing, clothing, bandages, etc.	<ul style="list-style-type: none"> <li>• Contact local health district or Ohio EPA District Office for guidance</li> </ul>
Hazardous Wastes & Household Hazardous Wastes	Flammable materials (fuels, gasoline, kerosene, propane tanks, oxygen bottles, etc.), explosives, batteries, common household chemicals, industrial and agricultural chemicals, cleaners, solvents, fertilizers, etc.	<ul style="list-style-type: none"> <li>• Segregate materials as practical and dispose of at an approved hazardous waste facility. Contact appropriate Ohio EPA District Office for guidance.</li> <li>• <b>Household hazardous waste</b> disposal is permitted at MSW facilities. However, <b>strongly</b> consider segregation from waste stream, where practical, and dispose of with other hazardous materials.</li> </ul>
Radiological Wastes	Nuclear medicine materials and associated patient wastes, certain monitoring equipment	<ul style="list-style-type: none"> <li>• Contact Ohio Department of Health for regulatory requirements and management options. Not regulated by Ohio EPA.</li> </ul>

**Variations / 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 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 is willing and properly authorized to accept the material.

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

# Temporary Debris Sites

## Things to Consider

Site Ownership – Use public lands whenever possible to avoid potentially costly and complicated leasing arrangements, and to lessen potential trespassing allegations. Use privately owned land only if no public sites are available. If using private lands, be sure to obtain proper, detailed usage agreements with all parties having an ownership interest.

### Site Location

- Consider impact of noise, dust, traffic
- Consider pre-existing site conditions
- Look for good ingress/egress at site
- Consider paved versus unpaved areas
- Consider potential impact on ground water
- Determine whether any existing drains need to be sealed
- Consider site size based on:
  - Expected volume of debris to be collected
  - Planned volume reduction and debris processing activities
- 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 areas
  - Record detailed conditions of chosen site (pictures, video, etc.)

### Site Operations

- Use portable containers
- Ensure portable containers are emptied/replaced when necessary
- 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 regulated hazardous materials
- If household hazardous waste is segregated, ensure disposal options exist
- Provide security (limit access to site)
- Ensure appropriate equipment is available for site operations

### Site Closeout

- Remove all remaining debris to authorized locations
- Restore site to pre-use conditions
- Record detailed conditions of site after closeout is complete (pictures, video, etc.)

## Ohio Environmental Protection Agency Resources

The following documents are available for download from the Ohio EPA Website or by contacting the appropriate Ohio EPA division.

- Ohio EPA Registered and/or Licensed Debris Disposal Facility and Company Listings - DMWM
  - Composting Facilities
  - Construction and Demolition Debris Landfills
  - Infectious Waste Transporters
  - Municipal Solid Waste Landfills
  - Municipal Solid Waste Transfer Facilities
  - Scrap Tire Storage and Disposal Facilities
  - Scrap Tire Transporters
  - Solid Waste Management District Contacts
- Emergency Response Contractors - DERR
- Orphan Drum Program – DERR
- Open Burning Regulations – DAPC
- Ohio EPA District Office Map and Contact Numbers (included with this fact sheet)

### Ohio EPA Division of Materials & Waste Management (DMWM)

[www.epa.state.oh.us/dmwm](http://www.epa.state.oh.us/dmwm)

(614) 644-2621

### Ohio EPA Division of Environmental Response and Revitalization (DERR)

[www.epa.state.oh.us/derr](http://www.epa.state.oh.us/derr)

(614) 644-2924

### Ohio EPA Division of Air Pollution Control

[www.epa.state.oh.us/dapc](http://www.epa.state.oh.us/dapc)

(614) 644-2270

## CONTRACTING AND FEMA ELIGIBILITY

### GENERAL WORK 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 and certain private non-profit organizations for costs associated with debris removal operations. Debris removal operations include collection, pick up, hauling, and storage at a temporary site, segregation, reduction, and final disposal. This document provides information on the eligibility of debris removal operations for Public Assistance (PA) funding.

Determination of eligibility is a FEMA responsibility. Removal and disposal of debris that is a result of the disaster, is within a declared county and is on public property, is eligible for federal assistance. Public property includes roads and publicly-owned facilities. Removal of debris from parks and recreational areas is eligible when it affects improved facilities (e.g. trails), 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 PA applicant, such as a municipal or county government. Private property debris removal also requires documentation of signed Right of Entry and Hold Harmless agreements with the property owner. The cost of debris removal by private individuals is not eligible under the PA Program however, during a specific time period a private property owner may move disaster-related debris to the curbside for pick up by an eligible PA

applicant. Applicants should set the specific period of time to ensure curbside debris does not include non-event related or reconstruction debris (ineligible).

**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, as long as the contract is reasonable and is properly procured.

**Documentation:** To ensure that processing of federal funding is done as quickly as possible, applicants should maintain the following information: debris quantities (estimated and actual), debris cost estimates, procurement information (bid requests, bid tabulations, etc.), contracts, invoices, and monitoring information (load tickets, scale records, etc). If an applicant performs 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.

## **CONTRACTING FOR DEBRIS REMOVAL**

### **Procurement**

- Determine the type of contracting needed to satisfy specific debris clearance, removal and disposal requirements of an unusual and compelling urgency;
- Document the entire procurement process. If you solicit quotes, document whom you spoke with, when and what was quoted.
- Ensure adherence to federal, state and local procurement guidance. Note that the minimum amount for which competitive proposals are required is lower for local government than for FEMA;
- 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 and/or 2 CFR 200.320(f));
- To ensure federal reimbursement, applicants should follow FEMA requirements for procurement, 2 CFR Part 200.317-200.326. FEMA requires that the procurement process allow for competition and reasonable cost. To show competition, applicants should at a minimum solicit three quotes (projects under \$150,000) or formally bid (advertise) the work. Reasonable costs are those that are fair and equitable for the type of work performed in the affected area. To show reasonable cost, the applicants should perform a cost analysis in order to document a base amount to which they compared the awarded bid;
- Solicit bids, evaluate offers, award contracts, and issue notices to proceed with all contract assignments. (See pg 8 of this document for debarred/suspended contractor information);
- Supervise the full acquisition process for service and supply contracts and the oversight of contract actions to ensure conformance to regulatory requirements;
- Coordinate with the local Department of Public Works and Department 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 fatality, supervision and certification of work done;
- 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 recommends use of pre-drafted contracts so long as they follow procurements requirements as outlined in 2 CFR Part 200.317-200.326. FEMA also recommends pre-qualifying contractors to expedite the bid process.

#### **Unit Price Contracts**

- 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.

#### **Lump Sum Contracts**

- Establishes the total contract price using a one-item bid from the contractor;
- Should only be used when the scope of work is clearly defined, with areas of work and quantities of material clearly identified;
- These 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.

#### **Time and Materials Contracts (T/M)**

- This is an administratively labor-intensive type of contract and should only be used if the applicant has the administrative resources to successfully accomplish and document the monitoring aspect;
- May be used for short periods of time immediately after the disaster to mobilize contractors for emergency removal efforts (generally FEMA accepts these contracts for the first 70 hours). Applicants should move towards either Unit Price or Lump Sum contract as soon as possible after the beginning of debris removal operations;
- If T/M contracts are determined by the applicant to be the most cost-effective and well-suited to the type of work, they may be continued beyond the initial 70 hour period if the following applies:
  - A determination was made and documented that no other contract was suitable and a ceiling price (do not exceed) was included;
  - The applicant can document monitoring of contractor activities. This includes but is not limited to monitoring load tickets or completion of daily reporting forms and requesting backup to contractor invoices (e.g.. time cards, etc.).
- T/M contracts must have a dollar ceiling or a not-to-exceed limit for hours (or both), and should state that any cost over the established amount is solely the responsibility of the contractor;
- The contract should: (a) detail labor costs to include job classification, skill level and hourly rate, (b) state that the price for labor and equipment applies only when in operation, (c) state that the cost for equipment includes fuel and maintenance, (d) state that the community reserves the right to terminate the contract at its convenience, and (e) state that the community does not guarantee a minimum number of hours.

#### **Contract Monitoring**

An employee or contractor should monitor the contractor's activities to ensure satisfactory performance. Monitoring includes: verification that all debris picked up 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.

**Contracting Do-Nots:** 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. Additionally, only FEMA has the authority to make eligibility determinations, not contractors. Finally, do not accept contractor-provided contracts without close review. FEMA /Ohio EMA can provide technical assistance on contracts and contract procedures, if requested to do so by local officials.

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

### **ENVIRONMENTAL CONSIDERATIONS**

Federal, state and local regulations, laws and ordinances need to be addressed and followed for all environmental and historic preservation issues. Examples of how these considerations could affect reimbursement for debris removal operations:

- Executive Order 11988, Floodplain Management: Temporary storage sites should not be in the floodplain;
- Executive Order 12898, Environmental Justice: Do not purposefully choose routes to disposal sites that avoid more affluent neighborhoods over minority or low-income neighborhoods;
- Clean Water Act: Temporary storage sites not located within ¼ mile from ground or surface water supply.
- Ohio EPA: There was no burning of debris unless expressly authorized by the Director of Ohio EPA.

### **DEBRIS REMOVAL FROM WATERWAYS**

If an applicant has debris (obstructions to include sunken vessels) generated by an event within waterways, FEMA has very specific eligibility criteria.