

Stark-Tuscarawas-Wayne Joint Solid Waste Management District

Disaster Debris Management Plan

June 2010

PURPOSE

The purpose of this document is to provide guidance for coordinating clean-up, removal and disposal of debris following a major emergency or disaster.

ROLE OF THE SOLID WASTE DISTRICT

This excerpt is taken from the District's Solid Waste Management Plan (STW-38 – Disaster Debris Management):

The District will consider funding for communities under the following criteria:

- *State of emergency by the Governor of Ohio must be declared for the County in which the disaster debris funds are being requested;*
- *Must be a political subdivision in the District;*
- *Funding to be provided for yard waste debris only;*
- *Funding will only be provided for transportation, processing, disposal and contracted (non-payroll) labor related to yard waste disaster debris;*
- *25% match funds (can be in-kind labor); and*
- *Individual funding requests will be limited to up to \$50,000.*

For projects that already receive federal funding from FEMA or other Federal, State or Local agencies/entities, the District may reduce requested fund amounts as determined by the Board of Directors of the District. If outside funding is received by the community after receiving a grant from the District, the community will be required to reimburse the District.

The District reserves the right to partially fund or deny any submitted application based on other requests and District budget restraints/availability.....

Because of the current economic conditions facing the District, an annual budgeted amount for this program is not being proposed. If a request for funding is submitted to the District under this program, the Board will consider the request and if a determination is made to provide funding, the dollars will come from either the General Plan Implementation line item or from the excess fund balance.

APPROACH

Ask neighboring communities for mutual aid! More often than not, other communities are happy to help. It is important to remember that following a disaster event, compliance with environmental protection laws and regulations is required. With that in mind, it is recommended that the removal of debris be prioritized as follows:

1. Phase One - Debris clearance to open access for emergency response vehicles and necessary traffic. This may be accomplished by jurisdiction officials due to the immediate nature of the situation.
2. Phase Two – Debris issues affecting health and safety. This may include such issues as chemical, sewage and flood contaminated debris, as well as dangerous limbs and trees, dead animals and spoiled food.
3. Phase Three - Other actions necessary to protect health and safety. This may include, but not be limited to, pest or rodent control activities associated with the presence of debris.
4. Phase Four – Remaining activities necessary to restore the area to pre-disaster condition.

DEBRIS TYPES

Debris types may include:

1. Trees and woody material
2. Household goods, including furniture, personal belongings and appliances
3. Food waste
4. Utility poles and wires
5. Hazardous materials and infectious waste
6. Vehicles and tires
7. Building materials
8. Animal carcasses
9. Silt and mud

TEMPORARY DEBRIS STORAGE AND REDUCTION SITE

Depending on the volume of debris and the specifics of the disaster, a Temporary Debris Storage and Reduction Site (TDSR) may be recommended. Some considerations when using these types of sites include:

1. **Location:** Care should be taken in selection of TDSR sites. Land use, proximity to housing, location of the nearest water table and/or public water supply and other factors that may impact the use of the site should be taken into account.
2. **Operations:** Monitoring receipt of debris and verifying types of debris received are critical functions for successful operation of a TDSR site. See Attachment 1 for a sample TDSR site layout.
3. **Closeout:** In order to close out a TDSR site, care should be taken to restore the site to its original condition in an environmentally friendly and timely manner. See Attachment 2 for a sample checklist for site closeout.

See Attachment 3 for more information on debris reduction.

DOCUMENTATION

Documentation of debris management activities is important for potential reimbursement of costs. In addition, documentation is important to record activities performed and to develop a historical record for updating plans. Photos are an excellent addition to applications for financial assistance.

At a minimum, documentation needs to address the following:

1. Labor, equipment, rental fees and material costs
2. Mutual-aid agreement expenses
3. Use of volunteered resources, including labor
4. Administrative expenses
5. Disposal costs
6. Types of debris collected, amounts of each type and location of origin

CONTRACTS

The following types of contracts may be used in conducting debris management operations:

1. **Time and Material:** Under a time and material contract, the contractor is paid on the basis of time spent and resources utilized in accomplishing debris management tasks. The Federal Emergency Management Agency policy required that the use of time and material contracts be limited to the first 72 work hours following a disaster event. See Attachment 4 to this document, Sample Time and Materials Contract.
2. **Lump Sum:** A lump sum contract establishes a total price using a one item bid from a contractor. It should be used only when a scope of work is clearly defined, with areas of work and quantities of material clearly identified. See Attachment 5 to this document, Sample Lump Sum Contract. Lump sum contracts can be defined in one of two ways:
 1. Area Method, where the scope of work is based on a one time clearance of a specified area.
 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.
3. **Unit Price:** A unit price contract is based on weight (tons) or volume (cubic yards) of debris hauled and should be used when the scope of work is not well defined. It requires close monitoring of collection, transportation and disposal to ensure that quantities are accurate. A unit price contract may be complicated by the need to segregate debris for disposal. See Attachment 6 to this document, Sample Unit Price Contract.

Disaster response activities may require entering private property to remove debris that is a threat to the health and safety of occupants. See Attachment 7 to this document, Sample **Right-of-Entry/Hold Harmless Agreement**.

The sample contracts included in this plan are not endorsed by the Solid Waste District, nor do they constitute any legal or professional advice.

ASSISTANCE

State Agencies that may participate in debris removal activities:

- Ohio Department of Transportation
- Ohio Environmental Protection Agency
- Ohio Department of Health
- Ohio State Highway Patrol
- Ohio Emergency Management Agency
- Ohio National Guard
- Ohio Department of Corrections

LANDFILLS

There are three sanitary landfills in the STW Solid Waste District:

- American Landfill, 7916 Chapel St. SE, Waynesburg, 330-866-3265
- Countywide Recycling & Disposal Facility, 3619 Gracemont St. SW, East Sparta, 330-874-3855
- Kimble Sanitary Landfill, 3596 St. Rt. 39 NW, Dover, 330-343-1226

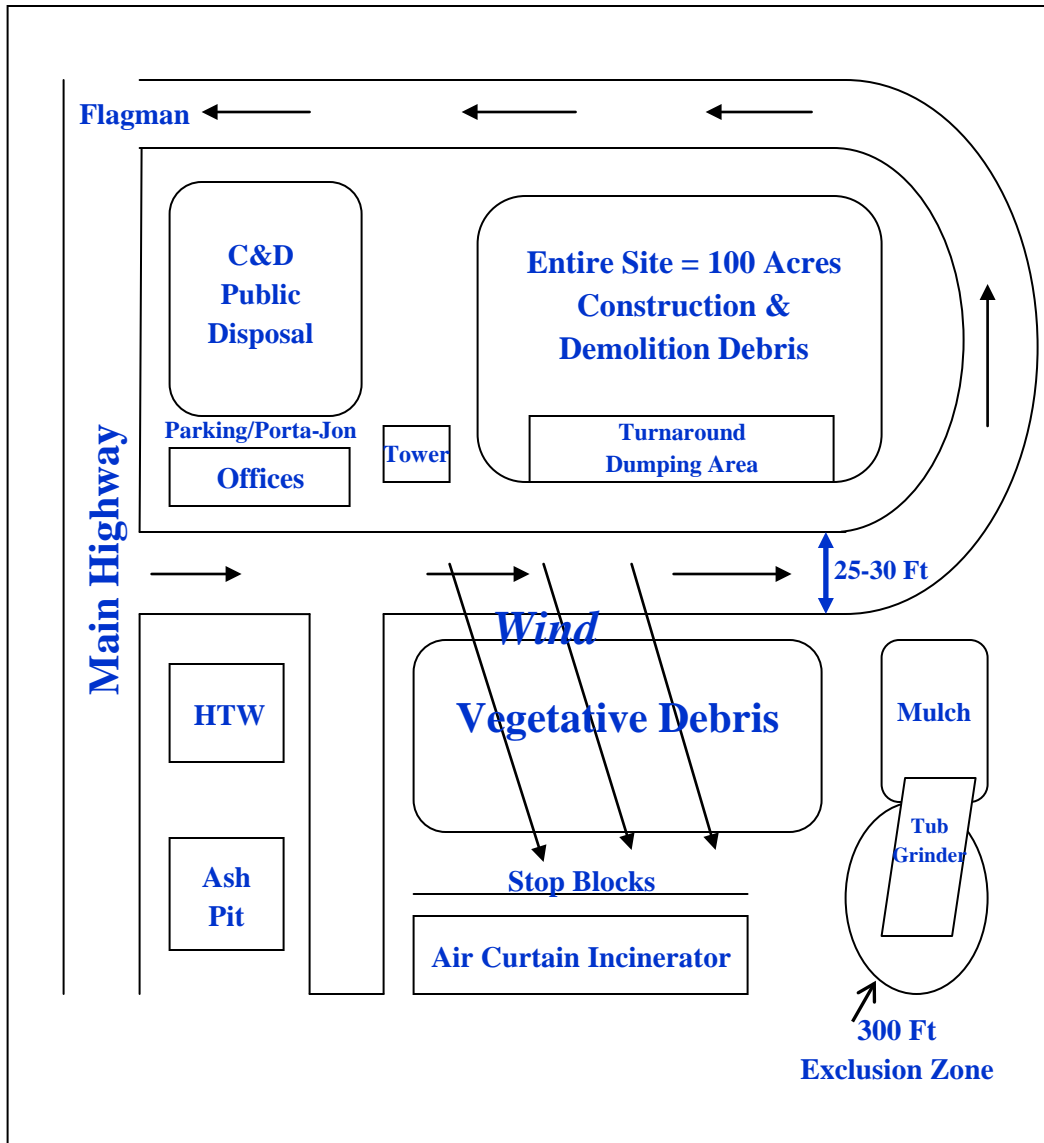
There are three construction & demolition debris landfills in the STW Solid Waste District:

- Minerva Enterprises, 8955 Minerva Rd., Waynesburg, 330-866-3435
- Stark C & D, 7280 Lisbon St. E, Canton, 330-488-6161
- Zollinger's C & D Landfill, 11687 Wadsworth Rd, Rittman, 330-855-2464

DEBRIS FACT SHEET

Attachment 8 contains valuable information compiled by the Ohio Emergency Management Agency, Ohio Environmental Protection Agency and Ohio Department of Public Safety.

Attachment 1
Sample Layout for TDSR Site



Attachment 2

TDSR Site Closeout Checklist

The following is a recommended TDSR site closeout checklist.

- Site Number and Location
- Date Closure Complete
- Household Hazardous Waste removed
- Contractor Equipment removed
- Contractor petroleum and other toxic spills cleaned
- Compare baseline information of the temporary site conditions after the contractor vacates site

Attachment 3

Debris Reduction Information

Reduction by Burning

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. However, many contractors are not familiar with this operation.

Refractor lined pit-burning uses a pre-manufactured lined pit. A refractor-lined pit operates under the same principal as the air curtain operating at high temperatures. The system allows for the reduction of debris by 95%. Manufacturers claim that reduction of 25 tons per hour is possible.

Environmental Controls

- Maintain at least 1000 feet between the burn pile and the debris piles or buildings.
- Extinguish the fire 2 hours before removal of ashes. Remove the ashes when they reach two inches below the top of the burn pit.
- Establish a burn area of no wider than eight feet and between nine and fourteen feet deep.
- Construct burn-pit with limestone and reinforce with anchors or wire mesh to support loaders. Seal the bottom of the pit with limestone or clay to keep ash out of aquifers.
- Seal the ends of the pits with dirt or ash to four feet tall.
- Construct a twelve-inch dirt seal on the lip of the pit to seal the blower nozzle. Place the nozzle three to six inches from the end of the pit.
- Construct one-foot high, unburnable stops along the edge of the pit to prevent the loaders from damaging the pit.

- Never place any hazardous chemicals or materials within the incineration pit.
- Place the airflow so it hits two feet below the top edge of the pit and don't allow the debris to break airflow except for loading.
- Construct the pit to no longer than the length of the blower system.

Reduction by Grinding and Chipping

- 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.
- Chipping operations are suitable in areas where streets are narrow or in groves of trees where it is cheaper to reduce the vegetation to mulch and then return it to affected areas. Check 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 also must remain free of paper and plastic if used for agricultural purposes. Make sure to discuss these issues with the contractor.
- Grinders are ideal for use at debris staging and reduction sites 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.

Reduction by Recycling

- Recycling offers an option to reduce debris before it is hauled to the landfill. Metals, wood and soils are commonly recyclable or reusable.
- Recycling, when chosen, should be by a contractor who specializes in sorting debris.
- Recycling should be given consideration early in a disaster because it may reduce cost of debris removal. Materials capable of being recycled include:
 - Metals – Most metals may be sold to metal recycling firms.
 - Soil – Large amounts of soil can be recovered if the material is put through a screening system. The resulting soil can be given back to the agricultural community or used as cover material for local landfills.
 - Wood – Wood debris can be ground or chipped into mulch.
 - Residue Material – Material that cannot be recycled, such as cloth, rugs and trash can be sent to landfills for disposal.

Attachment 4

Sample Time and Materials Contract

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:

Equipment/Machine/Operator	Mobilization/Demobilization Cost	Hourly Rate
<hr style="border: 0.5px solid black;"/>		
Manufacturer, Model which includes overhead, profit and other		Total unit rate shall be given maintenance, fuel, associated cost with the equipment.

Only Estimated Cost per unit of material.
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 home 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 his employees against any liability for any and all claims, suits, judgments and awards alleged to have been caused by services rendered under this contract for disaster relief work unless such claims are the result of negligence on the part of the Contractor.

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

ARTICLE 9:
Insurance and Bonds

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

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

ARTICLE 10:
Contractor Qualifications

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

THIS CONTRACT IS DULY SIGNED BY ALL PARTIES HERETO:

Entity (City, County, Town, Etc.)

By _____ Seal

by _____ Seal
Principal of the firm

Contractor (Include address, city, state)

The sample contracts included in this plan are not endorsed by the Solid Waste District, nor do they constitute any legal or professional advice.

Attachment 5

Sample Lump Sum Contract for Debris Removal

ARTICLE 1: Agreement Between Parties

This contract is made and entered into on this ____ day of _____, 20____, by and between the city/county of _____, hereinafter called the ENTITY and _____, 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 his/her performance under the contract within _____ days of approval of the pay estimate. On contracts over 30 days in duration, the Entity shall pay the Contractor a pro-rata percentage of the contract amount on a monthly basis, based on the amount of work completed and approved in that month. The Entity will remunerate the Contractor within 30 days of the

approved application for payment, after which interest will be added at a rate of _____ on each payment. Retainer shall be released upon substantial completion of the work.

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

Local State 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, 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. Costs of construction permits and authority approvals will be borne by the Entity. A representative will be designated by the Entity for inspecting the work and answering on-site questions.

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

ARTICLE 9:
Claims

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

ARTICLE 10:
Insurance and Bonds

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

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

ARTICLE 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

The sample contracts included in this plan are not endorsed by the Solid Waste District, nor do they constitute any legal or professional advice.

Attachment 6: Sample Unit Price Contract for Debris Removal

ARTICLE 1: Agreement Between Parties

This contract is made and entered into on this ____ day of _____, 20____, by and between the 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 change 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 \$_____ per calendar day for any days over the approved contract amount.

ARTICLE 4: Contract Price

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

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

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

ARTICLE 5:

Payment

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

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

Local state or ordinance

ARTICLE 6:

Claims

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

ARTICLE 7:

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, 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 any on-site questions.

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

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

ARTICLE 9:
Insurance and Bonds

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

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

ARTICLE 10:
Contractor Qualifications

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

THIS CONTRACT IS DULY SIGNED BY ALL PARTIES HERETO:

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

By _____ Seal
Contractor, Address, City, State

By _____ Seal
Principal of the Firm

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Attachment 7

Sample Right of Entry Agreement

I/We _____, the owner(s) of the property commonly identified as _____, _____, _____, State of Ohio do hereby grant and give freely and without

(Street)

(City/Town)

(County)

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 & Address

The sample contracts included in this plan are not endorsed by the Solid Waste District, nor do they constitute any legal or professional advice.

Attachment 8:
Debris Fact Sheet for Local Officials

DEBRIS FACT SHEET FOR LOCAL OFFICIALS



**OHIO DEPARTMENT
OF PUBLIC SAFETY**
EDUCATION • 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 was 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)

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)

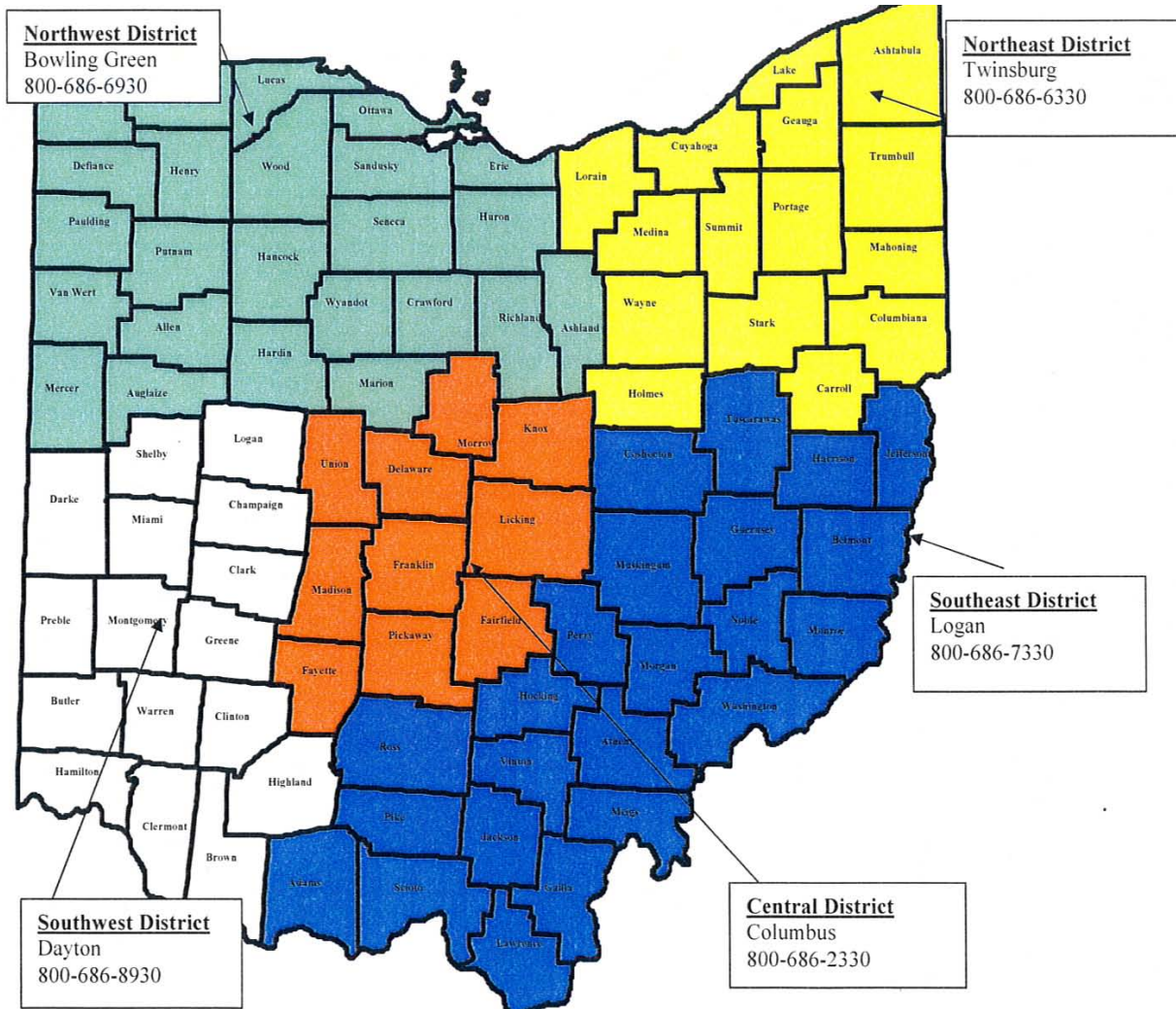
Disaster Recovery Branch
2855 West Dublin Granville Rd, Columbus, Ohio 43235
Phone (614) 799-3665 Fax (614) 791-0018

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 the local response/recovery actions, including debris operations.

DEBRIS MANAGEMENT CONTACTS

OHIO ENVIRONMENTAL PROTECTION AGENCY

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



ADDITIONAL CONTACTS

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

Ohio Environmental Protection Agency – Management Options for Disaster Related Wastes

Types of Waste	Description of Waste	Management Options
<p>General Solid Waste</p> <p>(aka Municipal Solid Waste)</p>	<p>Food, packaging, clothing, appliances, furniture, machinery, electronic equipment, garbage, plastic, paper, bottles, cans, loose carpeting, paper products, scrap tires, street dirt, dead animals, vehicles</p> <p>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.</p>	<ul style="list-style-type: none"> • Recycling: segregate/recycle as much as possible (preferred) • MSW Landfill Disposal • MSW Transfer Facility Disposal • Scrap Tires: licensed tire recovery/recycling facility • Appliances: remove refrigerants prior to disposal • Vehicles: auto salvage yards • Dead Animals: landfill, compost, burn/bury/render (Per Ohio Dept. of Ag. Guidelines)
<p>Agricultural Waste & Vegetative Waste</p> <p>(aka Solid Waste)</p>	<p>Vegetative or woody waste, tree limbs, brush, shrubs (does not include buildings, other structures, dead animals or vehicles)</p>	<ul style="list-style-type: none"> • Recycling: drying, chipping, grinding for use in landscaping, mulching and as a fuel supplement (preferred) • MSW Landfill Disposal • MSW Transfer Facility Disposal • Appropriate Composting Facilities • Controlled Burning – for use in declared disaster areas only; air curtain destructor use and <u>Ohio EPA approval required</u>
<p>Construction & Demolition Debris (CDD)</p>	<p>Brick, stone, mortar, asphalt, lumber, wallboard, glass, roofing, metal piping, fixtures, electrical wiring, heating equipment, insulation, carpeting attached to structures, railroad ties, utility poles, mobile homes</p>	<ul style="list-style-type: none"> • Recycling: segregate and reuse as much materials as possible • CDD Landfill Disposal • MSW Landfill Disposal • MSW Transfer Facility Disposal • Mobile Homes: take to salvage company or CDD landfill
<p>Clean Hard Fill (a subset of CDD)</p>	<p>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</p>	<ul style="list-style-type: none"> • Segregate and reuse materials as appropriate. Notify local health District of intent to use clean hard fill in filling operations.
<p>Infectious Waste</p>	<p>Needles and medial related glass (“sharps”), syringes, blood containing or saturated items including tubing, clothing, bandages, etc.</p>	<ul style="list-style-type: none"> • Contact local health District or Ohio EPA District office for guidance.
<p>Hazardous Waste & Household Hazardous Wastes</p>	<p>Flammable materials (fuels, gasoline, kerosene, propane tanks, oxygen bottles, etc.), explosives, batteries, common household chemicals, industrial and agricultural chemicals, cleaners, solvents, fertilizers, etc.</p>	<ul style="list-style-type: none"> • Segregate materials as practical and dispose of an approved hazardous waste facility. Contact appropriate Ohio EPA District Office for guidance. • Household Hazardous Waste disposal is permitted at MSW facilities. However, <u>strongly</u> consider segregation from waste stream, where practical, and dispose of with other hazardous materials.
<p>Radiological Wastes</p>	<p>Nuclear medicine materials and associated patient wastes, certain monitoring equipment</p>	<ul style="list-style-type: none"> • Contact Ohio Department of Health for regulatory requirements and management options. Not regulated by Ohio EPA.

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 base 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 – DSIWM
 - 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 Dum Program – DERR
- Open Burning Regulations – DAPC
- Ohio EPA District Office Map and Contact Numbers (included with the fact sheet)

Ohio EPA Division of Solid & Infectious Waste Management (DSIWM)

www.epa.state.oh.us/dsiwm

(614) 644-2621

Ohio EPA Division of Emergency & Remedial Response (DERR)

www.epa.state.oh.us/derr

(614) 644-2924

Ohio EPA Division of Air Pollution Control (DAPC)

www.epa.state.oh.us/dapc

(614) 644-2270

CONTRACTING AND FEMA ELIBIGILITY

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 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 recreation areas is eligible when it affects improved facilities (i.e. 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 lithe work if performed by an eligible PA applicant, such as a municipal or county government. The cost or debris removal by private individuals is not eligible under the Public Assistance 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.

Documentation: To ensure that processing of federal funding is done as quickly as possible, applicants should maintain the following information: debris 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 he 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;
- Ensure adherence to state and local procurement guidance:
- 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 44 CFR 13.36(d)(4);

- To ensure federal reimbursement, applicants should follow FEMA requirements for procurement, 44 CFR Part 13.36. 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 5100.000) 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 be able 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 page 28 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, 153.57, 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 or pre-event contracts so long as they follow procurements requirements as outline in 44 CFT Part 13.36 and 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-time 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 contacts 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 be only 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 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 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 (i.e. time cards, etc.).
- T/M contracts must have a dollar ceiling or a not-to-exceed limit for hours (or both) and should be terminated immediately when this limit is reached;
- The contract should a) detail labor costs to include job classification, skill level and hourly rate, b) the price for labor and equipment applies only when in operation, c) cost for equipment includes fuel and maintenance, d) the community reserves the right to terminate the contract at its convenience and e) 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.

See www.epls.gov (federal-list) and www.sos.state.oh.us/SOS/recordsindexes.aspx (state-list) for debarred contractor information. A second site for suspended contractors is www.auditor.state.oh.us/resources/findings/default.htm.

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 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 the Ohio EPA.

OTHER FEDERAL AGENCIES

Debris removal on federal highways is not eligible under the FEMA Public Assistance Program except in very limited circumstances.

DEBRIS REMOVAL FROM WATERWAYS

If an applicant has debris (obstructions to include sunken vessels) generate by an event within waterways, FEMA has very specific eligibility criteria. Please see FEMA policy www.fema.gov/government/grant/pa/9523_5.shtm for additional information or contact Ohio EMA directly.