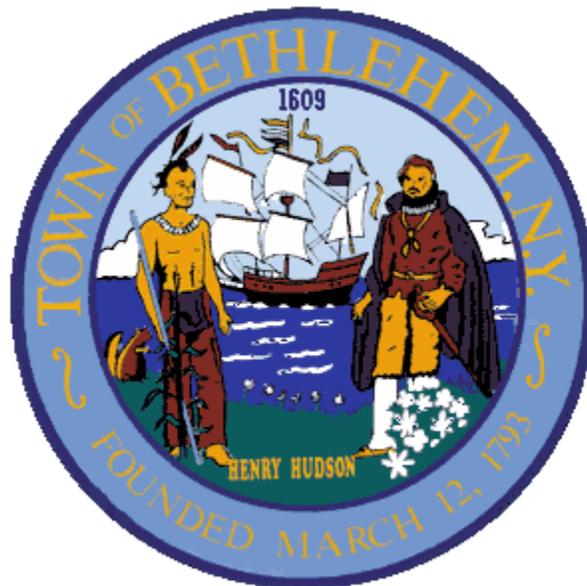


# Attachment 6

## TOWN OF BETHLEHEM

### *EMERGENCY MANAGEMENT*



## DEBRIS REMOVAL and RECYCLING PLAN

EMERGENCY MANAGEMENT OFFICE

445 Delaware Ave. Delmar, New York 12054

518-439-4955

Fax 518-439-1699

David VanLuven  
Supervisor

John E. Brennan  
Director

November 2024

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## **1. PURPOSE**

The purpose of this document is to provide a plan for the coordination of efforts for the clean-up, removal, handling and disposal of debris following a major emergency or disaster within the Town of Bethlehem, County of Albany, henceforth referred to as “the town”.

This plan has been derived from, and contains information and data found in the New York State Disaster Preparedness Commission’s, Emergency Clearance Policy and Procedures. This plan also follows guidance found in the County of Albany, Comprehensive Emergency Management Plan, and Appendix 5, dated December, 2023.

This plan, found as Attachment 6, of the Town of Bethlehem, Comprehensive Emergency Management Plan (CEMP) will serve, during times of a declared emergency, as the master plan for the town debris removal, clearance activities, recycling and contains guidance regarding organization, responsibilities, documentation, contracting, activation of the town’s CEMP and includes debris storage locations, temporary debris storage sites, travel routes, critical informational fact sheets, and samples of agreements and contracts along with other pertinent information.

It should be remembered that the expenses associated with the process of dealing with, the handling and disposal of debris is typically the largest response cost for disasters such as hurricanes, tornados and other similar disasters.

### **SITUATION & ASSUMPTIONS**

#### **A. Situation**

- i. Debris may be the result of natural, man-made, and technological hazards.
- ii. Some or all areas within the town may experience events which result in large amounts of debris that may adversely affect public safety.
- iii. Some areas have varying and unique circumstances that could impact the types and amounts of debris and the responses to debris cleanup and transportation. These may include types of local business/industry, land use, size of the community, topography, and economics
- iv. The town must be prepared to conduct emergency debris removal on its own during the initial phases of an emergency or disaster and must consider public safety as their first and top priority.
- v. Individuals and businesses will be responsible for the removal and disposal of debris on private property.
- vi. Debris management activities can be a major burden on the time and resources of everyone affected.
- vii. The benefits of localized (town) debris management activates, planning and operations are:
  - a. Increases local control.
  - b. Reduces costs.

- c. Increases speed and efficiency of clean-up.
- d. Minimizes short and long term environmental and public health impacts.
- e. Enables consistency with federal reimbursement requirements.

**B. Assumptions**

- i. Extraordinary demands will be placed on public and private resources for debris management following a disaster event.
- ii. A coordinated community effort will be required to effectively collect, remove, and dispose of debris following a disaster.
- iii. In order to combine local resources (personnel, equipment, supplies); various town government departments and external municipal or private organizations may join together to establish a local area of operations for collecting and handling the debris.
- iv. Mutual aid from adjacent jurisdictions will be coordinated with pre-disaster planning, particularly the Albany County and surrounding municipal agencies within Albany County.
- v. The following assistance agreements, as part of the town’s existing CEMP will be reviewed and help requested if appropriate:
  - a. Albany County, Multi-Jurisdictional All Hazards Mitigation Plan (Annex 10)
  - b. Intrastate Mutual Aid Plan, NYS Executive Law Article 2B, Section 29h (Annex 15)
  - c. Albany County Mutual Aid & Assistance Agreement (Annex 16).
  - d. Disaster Agreements Among Town and School Districts (Annex 17)
- vi. Temporary debris storage and reduction sites will be pre-located based on various factors and accessibility.
- vii. Pre-disaster debris removal planning will provide the town knowledge of debris management and how to organize to conduct debris removal operations.
- viii. During major emergencies, requests for county, state and/or federal disaster assistance may be necessary.
- ix. After emergency requests for direct financial relief may be requested through NYS Emergency Management and FEMA locations.

**2. ORGANIZATION AND PLANNING**

**A. Organization**

- i. If the disaster, while effecting the town, is wide spread within Albany County or beyond, Albany County will coordinate disaster-related debris management activities through the formation of a County Debris Management Team. This team will consist of agencies and organizations that have a concern or function in debris management and will serve to

provide guidance and expertise in the planning and execution of debris management.

- ii. A town “Debris Management Team” (DMT) will be formed. This Team and its Debris Manager will be appointed by the Town Supervisor after consultation with the Supervisor’s Strategy Board. This Debris Manager will organize the town’s response and coordinate with the town government departments and other organizations and with the County Debris Manager as necessary.
- iii. The Debris Management Team consists of various and appropriate agencies, organization and personnel that will assist with the development of guidance for town Disaster Management Plans. This group will provide input and guidance to the Supervisor which will include legal, environmental, organizational, response actions and other matters.
- iv. The DMT will include, but will not be limited to, representatives and personnel from town; Highway, DPW, Building, Police, EMO and will also will include outside resources, if needed, such as local fire and EMS personnel.
- v. The DMT will also include a representative from the Comptroller’s Office, who will track, monitor, document and record all fiscal aspects of the process.

**B. Planning**

- i. The Town of Bethlehem, Debris Management Plan will be developed by the Supervisor, the Supervisor’s Strategy Board and other select personnel, through the Director, Emergency Management Office. These individuals will assist with the development of this plan and provide their expertise for the completion of various portions of the plan such as legal, environmental, resource information to include contractors, etc.
- ii. The plan developed will be brief. As a concept of operations, the town plan will adopt the provisions of the Albany County Plan for operational guidance, information and to utilize the various forms, worksheets, checklists, sample contracts and agreements, etc., as found attached.
- iii. The Bethlehem town plan may include only its own jurisdiction or be a joint plan involving two or more jurisdictions in the same general geographical area and coordinated by a single joint area debris manager, as agreed.
- iv. Each jurisdiction (city, village and township) that is involved in a joint area plan must maintain its own financial accounting for the jurisdiction’s expenses (labor, equipment, supplies, etc.) incurred during debris clearance operations.
- v. The Supervisor, Director EMO and/or Department Heads, prior to and in anticipation of a possible disaster, should consider negotiating certain Memorandums of Understanding or pre-event agreements with external

private organizations, businesses or local municipalities. These agreements or understandings will consist of certain actions or disaster related debris removal and similar tasks.

- vi. Sample agreements or understandings/agreements can be found in the following appendices.

### **3. CONCEPT OF OPERATIONS**

#### **A. Disaster Response**

- i. In the event of a debris generating disaster or occurrence, the town's Supervisor, Director, EMO or designee would, if necessary, activate the town's Emergency Operations Center (EOC) and members of the Debris Management Team (DMT) may be requested to assist the EOC staff in the management of the debris situation.
- ii. The DMT will evaluate the amount of damage and debris within the town and provide Supervisor and the County EMO the necessary information on amount of damages and debris removal actions planned.

#### **B. Phased Approach**

- i. Debris Management Team (DMT) will address debris issues and response using a phased approach as noted below:
  - Phase One – Emergency debris clearance to open access for emergency response vehicles and necessary traffic. This may be accomplished immediately by town officials (BPD) due to the immediate nature of the situation.
  - Phase Two – Debris issues affecting health and safety. These may include such issues as chemical, sewage, and flood contaminated debris, potential building collapse, as well as dangerous limbs and trees, dead animals, and spoiled food. The town will immediately review this matter with County and NY State DOH.
  - Phase Three – Other actions necessary to protect health and safety. These may include, but not be limited to, pest or rodent control activities associated with the presence of debris.
  - Phase Four – Complete all remaining debris activities necessary to restore the town to pre-disaster condition.

#### **C. Evaluation of Need**

- i. When a debris generating event occurs - the Director/Deputy Director, EMO, or designee will brief the Team (DMT) regarding the extent of the damage produced by the event and of actions planned or underway. Team members will provide any assistance or response necessary at the time.
- ii. An assessment of the town-wide debris situation will be made to the Supervisor and will include estimates of damages within the town or joint jurisdiction(s) The Albany County EMO will be advised accordingly.

- iii. Debris cleanup activities will be prioritized based on the four phases of debris activities as listed under Phased Approach, above.
- iv. Mutual aid assistance from unaffected jurisdictions will be requested when-ever necessary, pursuant to agreements in place, see above.

**D. Determination of Appropriate Strategy**

- i. Debris types may include:
  - Woody and tree material
  - Household goods, including furniture, personal belongings, and appliances
  - Food waste
  - Utility poles and wires
  - Hazardous materials and infectious waste
  - Vehicles and tires
  - Building materials
  - Animal carcasses
  - Silt and mud
- ii. Means of collection may include:
  - Use of authorized waste transfer or disposal facilities
  - Establishment of alternate or Temporary Debris Storage and Reduction (TDSR) sites
  - Direct pickup
  - Placement of dumpsters
- iii. Means of Reduction:
  - Incineration
  - Grinding and chipping
  - Separation
  - Recycling
- iv. Means of Disposal:
  - Landfill disposal
  - Incineration
  - Sale or donation of reduced material
  - Decontamination and reuse
- v. Demolition of a structure may be the only option in certain instances when severe damage has occurred. This will only be recommended after all other options have been explored. Any building deemed unsafe by local fire chief and/or Town Building Inspector will be immediately razed and debris left on site.
  - Town of Bethlehem building and zoning officers are required to inspect any buildings sustaining major damage.
  - Albany County Public Health may also conduct inspection in certain cases and has the authority to condemn buildings.

- Permits for demolition are issued by the Town of Bethlehem, Building Department.
- Responsibility for all costs and removal of debris from demolition of a private structure is the responsibility of the property owner.
- When demolition is recommended, contracts and legal guidance will be necessary. See Appendix 7, Demolition Checklist, attached.

## **E. Debris Removal Operations**

Debris removal operations will be divided by public and private property

- i. **Public Property/Rights-of-Way Debris Removal:** Debris deposited on public lands including the right-of-way will be the responsibility of local government.
  - In some cases, where a health and/or safety threat exists, private property owners may move event-related debris to the public right-of-way for removal by government forces.
  - Government forces or volunteers may assist private property owners if necessary to remove event-related debris that poses a health and/or safety threat.
- ii. **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 for removal by government forces.
    - Debris removal schedules will be published through local media outlets and provided to officials in affected jurisdictions for release to private individuals.
    - Instructions for separation of debris and steps to follow if assistance is required in getting debris to the curbside will be published with the removal schedules.
  - Volunteers or voluntary groups may assist property owners.
  - Debris Removal and relocation efforts require personnel, appropriate storage, unloading locations and equipment. Found below is the most recent inventory of trucks and other suitable debris removal and movement equipment for the town of Bethlehem. While the below information is for Bethlehem, all other municipal Equipment Tracking inventories within Albany County are maintained by Albany County Emergency Management Office.

Municipality

Bethlehem Equipment Typing for Debris Removal--All Departments

Dump Truck Single Rear Axle	27
Dump Truck Dual Rear Axle	
Dump Truck Tri-Axle	
Dump Truck Tractor Trailer	
Front End Loader 2.5 Yard bucket or Less	4
Front End Loader 3 Yard Bucket or More	2
Gradall	
Rubber tracked or Wheeled Excavator No Thumb	
Rubber Tracked or Wheeled Excavator With Thumb	
Steel Track Excavator No Thumb	
Steel Track Excavator with Thumb	
Low Boy Trailer capable of Hauling Heavy Equipment	
Wheeled Skidsteer	5
Tracked Skidsteer	2
Class A CDL Operators	7
Class B CDL Operators	49
Laborers	25
Wood Chipper Size 6" or Smaller Diameter	
Wood Chipper Size 7" or Larger Diameter	3

Specialty Equipment Useful in a Storm Clean Up or Response

- Kubota-Side by Side

- Grapple attachment for loaders for trees

## **F. Primary/Temporary Debris Storage and Reduction Sites (TDSRS)**

- i. Town debris storage and reduction locations currently exist as a part of the normal debris collection, recycling and composting operations. These current locations will be designated as Primary Debris Storage and Reduction Sites (PDSRS). Due to the possibility of an overwhelming increase of debris in the event of an emergency, temporary location(s) for debris storage will be selected as Temporary Debris Storage and Reduction Sites (TDSRS).
- ii. The intent is to have debris storage and reduction site(s) in appropriate areas addressed by these plans.
- iii. Temporary debris storage and reduction sites (TDSRS) may be on public or private land. Sites selected should be located close as possible to the geographical area addressed by the plan.
- iv. The Town Debris Manager will work coordinate the size and locations of the various sites, to develop appropriate site layout diagrams, determine site ingress/egress and determine site use and limitations, and other issues as required.
- v. Albany County, NY State and Federal guidelines for debris sites will be followed. New York State Department of Environmental Conservation representative will be requested to review the sites and usage plans and provide comments as needed.
- vi. All sites will be entered into the Town and County GIS mapping systems and information on all sites within the county will be provided all jurisdictions and concerned agencies and organizations.
- vii. Primary Debris Storage and Reduction Site (PDSRS) locations for **vegetative debris** have been predetermined and are currently used in the normal course of business to be at; TOB Compost Facility.
- viii. Primary Debris Storage and Reduction Site (PDSRS) locations for **building and construction debris** have been predetermined and are currently used in the normal course of business to be at; TOB Landfill, Rupert Road Facility.
- ix. Temporary (secondary) Debris Storage and Reduction Site (TDSRS) locations, for all debris types, have not been predetermined due to the complexity of pre-selection, but may be selected, at the time, based on location and severity of the emergency situation(s) found. Such examples of these locations would be; Park & Ride, Public Park areas, large public parking and shopping areas, industrial centers or parks if appropriate.
- x. It is highly suggested that agreements or memoranda of understanding be initiated with local contractors that may offer services to assist in debris storage, cleanup and/or transportation.

## **G. Public Notification and Information**

It is extremely important for the public to be notified of the procedures to be followed in handling the debris on their property and businesses as soon as the information is available. This information should include:

- i. Notice of how removal of debris from private property will be conducted and what is type of debris eligible to be picked up.
- ii. Dates and time and locations schedules for debris pickup within the jurisdiction.
- iii. Informational bulletins regarding the individual owner's responsibilities, insurance coverage considerations, volunteers. etc.

#### **4. DIRECTION & CONTROL**

##### **A. Activation of the Plan**

- i. The town plan will be activated as soon as it is apparent that there is a significant amount of debris that requires immediate action. Explicit information will be included in the Emergency Orders Section of the town Declaration of Emergency.
- ii. The Debris Management Team will be notified of the situation by the Supervisor or the Director, EMO and certain members may be activated with the EOC staff.
- iii. The Town Debris Manager will work with the Albany County EMO and staff to coordinate activities.

##### **B. Establishment of Debris Removal Priorities**

- i. The first priority shall include roadways that allow ingress and egress to the critical public facilities such as fire stations, police stations, hospitals, and other critical facilities.
- ii. Other essential, but perhaps not critical facilities include schools, municipal buildings, water treatment plants, wastewater treatment plants, power generation units, airports, temporary shelters for disaster victims, etc.
- iii. The town will need to prioritize debris removal from roadways that allow ingress or egress to these facilities.

#### **5. CONTINUITY OF GOVERNMENT**

##### **A. Temporary Debris Storage and Reduction (TDSR) Sites**

Some specific considerations when using these types of sites include:

- 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.
- Operations: Monitoring receipt of debris and verifying types of debris received are critical functions for successful operation of a TDSR site.

Included in the attachments to this document is a sample TDSR site review, page 24/25, following.

- Closeout: In order to close out a TDSR site, care should be taken to restore the site to its original condition in an environmentally friendly and timely manner. Included in the attachments to this document is a checklist for site closeout, page 24/25, following.

## **B. Direct Federal Assistance**

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

- Debris removal from critical roadways and facilities
- Debris removal from curbsides or from eligible facilities and hauling to either temporary or permanent sites
- Identification, design, operation, and closeout of debris management sites
- Monitoring debris contractor's activities
- Demolition or removal of disaster damaged structures and facilities in accordance with FEMA regulations and policies.

## **C. Technical Assistance**

New York State Technical Assistance is available to local officials for a variety of tasks related to debris planning. The New York State Department of Environmental Conservation and New York State Emergency Management Office can provide technical assistance in the following areas:

- County Debris Management Plans
- Debris Management Site plans
- Contract/TDSR checklist.
- Documentation aids (ex. Trip tickets)

## **D. Federal Technical Assistance**

Federal technical assistance may be available and applies when a state or county lacks technical knowledge or expertise to accomplish an eligible task. The Federal Emergency Management Agency will then request technical assistance from the appropriate federal agency in the National Response Plan. Eligible technical assistance includes:

- Assistance in developing an overall debris management plan
- Assistance in developing Debris Management Site plans
- Assistance in developing of monitoring plans
- Assistance in developing contract guidelines
- Assistance in developing and implementing trip tickets processes

## **E. Volunteer Organizations**

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

## **6. PLAN DEVELOPMENT & MAINTENANCE**

The Town of Bethlehem, Director of Emergency Management, or designee will prepare, coordinate, publish and distribute this plan as necessary and provide for necessary changes and revisions to this Plan.

This plan will be reviewed, updated and modified as required.

## **DEBRIS FACT SHEETS, FORMS AND DOCUMENTS FOR LOCAL OFFICIALS**

The information contained within this document was developed by the New York State Department of Conservation, New York State Department of Homeland Security and Emergency Services and Albany County EMO and is intended to assist local officials responsible for all or a portion of the issues relating to managing debris resulting from a disaster or significant emergency. Removal, reduction, recycling, temporary sites, contracting, disposal data and other information, as well as points of contact are included in the following pages. These documents and others contained herein are for the use of the municipalities in the event of an emergency or declared disaster. The use of these documents, lists, sample forms, appendices and annexes, etc. are not required or obligatory or mandated to be used during these disaster/emergency events.

The New York State Department of Conservation (NYSDEC) and New York State Emergency Management Office (DHSES) are two state agencies that have primary response to disasters. Disasters can generate a significant amount of debris and can disrupt local government operations in general. Their roles and day-to-day points of contact are detailed below.

### LOCAL GOVERNMENTS

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

Local Solid Waste Management Districts can help with recycling options and may have resources that could support cleanup efforts. For more information on recycling contact the North Country Recycles at <http://www.northcountryrecycles.org/>

### New York State Department of Environmental Conservation

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

### NEW YORK STATE EMERGENCY MANAGEMENT OFFICE (DHSES)

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

NYSOEM Region 3 – Capital District

DHSES

1220 Washington Ave

Albany NY 12226

Phone (518) 793-6646

[OEMRegion3dl@dhSES.ny.gov](mailto:OEMRegion3dl@dhSES.ny.gov)

## **DEBRIS MANAGEMENT SITES**

(PDRSS) & (TDSRS)

The selection of effective debris site locations requires evaluating a wide range of factors including parcel size, topography and ownership. In addition, past uses of the land and its proximity to residences, water supplies and wetlands should be considered.

Positive Location attributes:

- Owned or controlled by municipal entities,
- Large enough to accommodate large quantities of debris,
- Have easy access and egress,
- Near to area of debris generation,
- Close to transportation arteries,
- Ability to use as a staging area, if needed.

Negative Location attributes:

- Within Flood Plain area,
- Within 250 feet of private drinking water supply,
- Within 500 feet of public drinking water supply,
- Within 100 feet of surface water body,
- Within 250 feet of a residential dwelling,
- Within an Interim Wellhead Protection Area/Zone II,
- Within an Area of Critical Environmental Concern (ACEC)
- Within an endangered species habitat or historical site.

While these criteria should be met, when possible, to minimize environmental and public health risks and impacts, they are considered to be preferred criteria, rather than requirements. Options for debris management sites, in certain situations, may be very limited and it may not be possible to identify a site that meet all the noted criteria. In such a case, these criteria should be met to the maximum extent possible.

Environmental and Public Safety Precautions, when appropriate and if possible:

- Storm water controls,
- Environmental monitors,
- Caution signage,
- Fencing,
- Marked drop-off locations,
- Security measures,
- Fire control,
- Marked debris separation internal locations
- Record keeping for in-coming and outgoing shipments.

## Storm Debris Management Guidelines

The following table provides guidance on the proper management of various types of debris that could be generated from natural disasters and/or major storm events. The most recent version of this is available at <https://www.dec.ny.gov/regulations/8751.html>

Debris Type	Recommended Handling	Other Options	More Information
Asbestos Containing Material (ACM)	See ACM Disaster Guidance		<a href="#">ACM Disaster Guidance (PDF, 54 KB)</a>
Asian Long-horned Beetle (ALB) Debris	Chip ALB host trees to less than 1 inch in two dimensions. Use as mulch/erosion control/bulking agent within quarantine area or outside quarantine area with Ag&M approval.	Dispose on-site Use chips as fuel at an approved facility with Ag&M approval.	<a href="#">NYS Asian Long-horned Beetle Guidance (Leaving DEC's Website)</a> <a href="#">USDA Plant Health: Asian Long-horned Beetle Guidance (Leaving DEC's Website)</a> <a href="#">USDA Asian Long-Horned Beetle Guidance (PDF, 7.84 mB) (Leaving DEC's Website. Note: this is a large file which may take a moment to download.)</a> <a href="#">Division of Air Resources - Stationary Sources</a>
Dead Animals	Compost on-site or at an accessible location in the area	MSW Landfill	<a href="#">Natural Rendering (Leaving DEC's Website, PDF, 900 KB)</a>

<p><a href="#">Electronic Waste (E-waste)</a></p>	<p>Consumers may segregate &amp; recycle electronic waste in accordance with the NYS Electronic Equipment Recycling &amp; Reuse Act. A list of registered E-waste collectors can be found under More Information in the right-hand column.</p> <p>Check with your local municipality for additional information and other alternatives.</p>	<p>In extreme storm conditions, federal, state and/or local emergency responders may arrange for special e-waste management services.</p>	<p><a href="#">New York State Electronic Equipment Information</a></p>
<p><a href="#">Emerald Ash Borer (EAB) Debris</a></p>	<p>Chip EAB host trees to less than 1 inch in two dimensions. Compost in accordance with USDA criteria. Use as mulch/erosion control/bulking agent within quarantine area or outside quarantine area with Ag&amp;M approval.</p>	<p>Dispose on-site Use chips as fuel at an approved facility with Ag&amp;M approval.</p>	<p><a href="#">EAB Regulations and Quarantines Division of Air Resources - Stationary Sources</a></p>
<p><a href="#">Food Spoilage</a></p>	<p>Compost either on-site or at existing compost facility</p>	<p>MSW Landfill</p>	
<p><a href="#">Household Hazardous Waste (HHW)</a></p>	<p>Store in a controlled area until it can be taken to a HHW facility or HHW collection event. Contact your local municipality for information on collection events.</p>	<p>In extreme storm conditions, federal, state and/or local emergency responders may arrange for special HHW management services.</p>	<p><a href="#">Household Hazardous Waste</a></p>
<p><a href="#">Land Clearing Debris (general)</a></p>	<p>Grind or chip on-site. Use as mulch/erosion control/bulking agent.</p>	<p>Dispose on-site. Use chips as fuel at an approved facility.</p>	<p><a href="#">Composting Information Division of Air Resources - Stationary Sources</a></p>

<p><a href="#">Oil-Contaminated Debris</a></p> <p>Debris contaminated with : Virgin #2, #4, or #6 fuel oil, fuel oil tank bottom waste, diesel fuel, crude oil, and gasoline.</p>	<p>Waste-to-Energy Facility (contact facility to determine acceptable wastes)</p>	<p>MSW Landfill</p>	<p><a href="#">Call Spills Hotline</a> 1-800-457-7362</p> <p><a href="#">Chemical and Petroleum Spills</a></p> <p><a href="#">Proper Management of Spill Residuals and Debris (PDF)</a> (218 KB)</p>
<p><a href="#">Utility Poles</a></p>	<p>Reuse (reuse of utility poles treated with creosote is limited unless the DEC commissioner grants a waiver from the Creosote Phase-Out Law)</p>	<p>MSW or C&amp;D landfill</p>	<p><a href="#">Creosote</a></p> <p><a href="#">Lumber Pressure Treated With Chromated Copper Arsenate</a></p>
<p><a href="#">White Goods and Automobiles</a></p>	<p>White goods (such as large appliances) and automobiles should be moved to an authorized staging area.</p>	<p>Recycled as scrap metal.</p>	<p><a href="#">Appliances</a></p> <p><a href="#">Vehicle Dismantling</a></p>

The NYS, DEC, Division of Materials Management recognizes the need for communities to perform efficient and timely cleanup of debris generated by natural disasters and/or major storm events. As a general policy, the DEC recommends that when possible, debris or other municipal solid wastes resulting from such events, be shipped from the point of origin directly to authorized recycling, reuse, transfer/processing or disposal facilities. If possible, those responsible for cleanup should first contact the [Regional Materials Management Contact](#) in the impacted Region for information on available solid waste management facilities in the immediate affected area. If local communication is not possible, the State Emergency Management Office at the State Emergency Coordination Center (SECC) should be contacted for a list of these facilities which will be provided to them by the Department's Bureau of Permitting and Planning.

Where possible, the DEC encourages the recycling and beneficial use of all solid wastes including solid wastes generated as a result of a natural disaster. In addition, proper attention to the types and appropriate separation of debris needs to be considered. Wastes which are considered exempt should be separated from those which are regulated whenever possible. Final management and/or disposal costs can thus be greatly reduced while ensuring that all disaster-related solid wastes are properly managed. For instance, significant volumes of tree and limb debris can be chipped into mulch or donated as firewood to avoid expensive disposal costs and the related consumption of valuable landfill air space if mixed with solid wastes. As noted below, communities can effectively collect, store and process tree and limb debris within the impacted community without need for DEC permitting. This, however, does not include the burning of tree and limb waste materials. Burning of debris requires special permits which may not be attainable in certain areas of the State due to concern for air quality and public safety.

In the event that solid wastes cannot be shipped directly from the point of origin to authorized transfer/processing or disposal facilities, there are several options available. Part 360 contains a number of regulatory exemptions for the management of land-clearing debris wastes (i.e., tree and limb generated as storm debris) as addressed above. Provisions also exist in Part 360 for the development of new registered facilities which can be used after major storm events for temporary storage of certain types of storm debris. Additionally, temporary storage operations can also be conducted under Emergency Authorizations or General Permits. Such authorizations have been used without known adverse impacts to the environment or public safety during each of the events which occurred in 1998. The discussions below provide specific guidance on all of the options discussed above.

### 1. Existing Disposal and Transfer/Processing Sites

Individuals are advised to check with the [Regional Materials Management Contact](#) located in the appropriate Regional Office for information on solid waste management facilities in the immediate area. Also, individuals should contact the disposal/handling facility regarding tipping fees and their ability/willingness to accept the waste in question. Some of the municipally-owned facilities may only accept wastes generated within their municipal boundaries.

### 2. Exemptions

The following are examples of exempt solid waste activities for which no permits are required:

#### Land Clearing Debris

##### **Exempt Wood Processing Facilities**

Facilities that receive and process (not dispose) only land-clearing debris are exempt from solid waste regulation [360-16.1(b)].

##### **Solid Waste Cessation**

The following items are not considered solid waste: unadulterated wood, wood chips, or bark from land-clearing operations, when these materials are placed in commerce for service as mulch, landscaping, animal bedding, erosion control, wood fuel production, and bulking agent at a compost facility [360-1.15(b)(3)]. This exemption does not apply to the disposal of such material.

##### **Exempt Disposal Facilities**

Landfills used for the disposal of trees, stumps, yard waste and wood chips generated from these materials are exempt when origin and disposal of such waste occur on properties under the same ownership or control.

### 3. Individual Emergency Authorizations

For those activities which are not exempt, for example, temporary storage areas for construction and demolition (C&D) debris which is not generated on-site, authorization can be made on a site-specific basis by appropriate NYSDEC Regional staff. This can be done under the provisions of "Individual Emergency Authorizations" pursuant to the provisions of 6 NYCRR Part 621, section 621.12. These provisions allow temporary storage of storm debris for a limited duration only (maximum time is 60 days) until arrangements can be made for waste transportation to either treatment or final disposal facilities. Contact the appropriate [Regional Permit Administrator](#) for further assistance with such authorizations.

In addition, a temporary emergency waste transporter permit can be authorized to allow for the transportation of regulated wastes such as raw sewage, septage, sludge from a sewage treatment plant, waste tires, waste oil or industrial-commercial waste including hazardous waste and medical waste. Contact the appropriate [Regional Permit Administrator](#) for further assistance with such authorizations or contact the Waste Transporter Permit Program at (518) 402-8792.

#### 4. General Permits

General Permits for temporary Storage of storm debris are available from the NYS DEC Regional Office's Division of Environmental Permitting. This provision is typically employed when a State of Emergency or Disaster is declared by either the Governor or President. On matters regarding issues relative to the need for emergency General Permits, you may contact the appropriate Regional Permit Administrators.

#### 5. Registered Disposal Facilities

Part 360 also contains a streamlined registration process for landfills that only accept land-clearing debris for disposal and that are three acres or less in area, provided the facility is not located in Nassau or Suffolk County. The registration process, however, does specify that the registered landfill must be operated in compliance with all the applicable requirements [360-7.2]. The appropriate Regional Materials Management person should be contacted for guidance on the use of these provisions.

#### 6. Special Concerns

With emergency events, the Department has established response guidance based upon recent experience for the following areas of concern:

**Asbestos Contaminated Material (ACM)** - Significant storm events can result in the generation of large amounts of ACM. Cleanup (and repair) crews and emergency response officials should be made aware of asbestos removal and disposal requirements. This guidance is designed to provide a streamlined summary for proper handling of ACM generated during these storm events.

**Asian Long-horned Beetle infestation** - There are several areas in New York City and Long Island that are designated by the Department of Agriculture and Markets as emergency quarantine areas, pursuant to Section 139.2 of the Agriculture and Markets Law of New York State. Recent storm events resulted in disposal issues for trees and debris from areas under quarantine for Asian Long-horned Beetle infestation. All businesses, municipalities or individuals working inside the quarantine areas are required to be under a compliance agreement with the NYS Department of Agriculture and Markets for the proper handling and disposition of host material. Under the terms of the quarantine, there are also regulated articles within the quarantined area that require special handling. Regulated articles include all life stages of the Asian Long-horned Beetle (*Anoplophora glabripennis*) and host material living, dead, cut or fallen, inclusive of nursery stock, logs, green lumber, firewood, stumps, roots, branches and debris of one-half inch or more of certain genera.

Under compliance agreements for the movement of host trees or debris generated from tree trimming, removals, disposal or sales, it is mandatory for all businesses, municipalities or individuals to have crew leaders and/or supervisors attend an Asian Long-horned Beetle Training Workshop. Regulated materials are to be cut, chipped, and/or incinerated and removed in accordance with approved disposal procedures and practices identified by federal and state officials.

For more information about the program, you should contact the NYS Department of Agriculture and Markets' Division of Plant Industry at (518) 457-2087.

Please see the Links leaving DEC's website in the right column for ALB maps and regulations.

Additional information about [invasive species can be found here](#).

**Dead Animals** - Emergency storm events can result in significant loss of livestock, pets and natural wildlife. Part 360 contains provisions and exemptions for the disposal of dead animals. Paragraph 360-1.7(b)(3) allows disposal areas for animal carcasses generated on a farm to be located within the property boundaries of that farm. Please contact the Department of Agriculture & Markets, Division of Animal Industry at 518-457-3502 for further regulation/guidance pertaining to disposal of dead farm animals on the property where they were raised or kept for farm purposes. Paragraph 360-1.7(b)(10) allows the

disposal of road-killed animals within the right-of-way on local roads and State and County highways under the jurisdiction/ownership of government agencies.

**Electronic Waste (E-waste)** - Emergency storm events can result in the damage and loss of various electronic equipment, such as computers, computer peripherals, televisions, small scale servers and small electronic equipment. Consumers can segregate & recycle storm damaged electronic waste (E-waste) in accordance with the NYS Electronic Equipment Recycling & Reuse Act. Consumers may store E-waste, if intact, without harm and wait until equipment can be properly disposed of. Consumers can also contact their municipality for more information regarding additional recycling/reuse/disposal options which may be available locally. Reuse of working E-waste items is always an option and these items can be donated to various organizations. In extreme storm conditions, Federal, State and/or Local emergency responders may arrange for special e-waste management services, such as curbside collection/removal and/or drop off locations. In these special circumstances, all relevant information, including instructions and pick-up schedules will be developed and disseminated to the affected parties.

**Emerald Ash Borer Quarantines** - State quarantines are in place encompassing the majority of western New York, as well as Albany, Greene, Orange and Ulster Counties that restrict the movement of ash trees, ash products and firewood from all wood species in order to limit the potential introduction of emerald ash borer (EAB) to other areas of the state.

These quarantines restrict the intrastate movement of certain "regulated articles." The order specifically defines regulated articles as:

- Entire ash trees of any size, inclusive of nursery stock
- Any part of ash trees, including leaves, bark, stumps, limbs, branches, and roots
- Ash lumber or ash logs of any length
- Any item made from or containing ash wood
- Any article, product or means of conveyance determined by APHIS, NYSDAM or the Department to present a risk of spreading the EAB infestation
- Firewood from any tree species
- Wood chips and bark mulch from any tree species, larger than 1 inch in two dimensions, whether composted or un-composted

New York's order prohibits the movement of regulated articles beyond the quarantined counties without certification or compliance agreements issued by NYS DAM or USDA APHIS. The state order also restricts the movement of the regulated wood products into or through the quarantine district by requiring several provisions including, but not limited to documentation listing the origin and destination of shipments, and prohibiting transporters from unnecessarily stopping while traveling through the quarantine district.

View the [EAB Regulations & Quarantines](#) web page.

Additional information about [invasive species](#) can be found [here](#).

**Food Spoilage** - Communities are encouraged to establish provisions for the disposal of food spoilage caused by sustained power outages. Food losses can be prevalent during times of prolonged power outages and the spoiled food can present an immediate threat to public health if provisions are not promptly made for its safe handling and disposal. Communities can establish special emergency procedures for the collection and/or drop off points for spoiled food waste in the event that power outages exceed an established duration. This would help minimize the impacts caused by the untimely removal of food wastes in areas of widespread damage.

**Household Hazardous Waste Collection Stations** - Previous storm events have revealed the need to alert debris removal crews on the need for proper separation of Household Hazardous Waste when removing extensively damaged structures. These debris removal crews often find themselves in situations

where the content and nature of household/commercial or industrial wastes are unknown. Many households commonly contain numerous solvents, chemicals, paints, heavy metals, pesticides, compressed gases and petroleum products that are hazardous to human health if not handled properly. Additionally, many commercial establishments or local industries contain similar hazardous materials which raise concern if not properly handled upon discovery.

Proper precautions should be identified and implemented whereby cleanup crews can establish a controlled area to temporarily store household hazardous waste until a specialized contractor could be brought in to deal with the material. Many communities may have access to such contractors from conducting household hazardous waste cleanup days. In certain instances, organizations such as the National Guard are sometimes called in on debris cleanup detail and may have lists of contractors and funding abilities for such services. [Household Hazardous Waste Facilities](#) have been established for the collection and storage of Household Hazardous Waste. Any questions on determining if waste is hazardous should be directed to this Department at (518) 402-9543.

### **Oil-Contaminated Debris**

Oil-contaminated debris or material contaminated with other petroleum products should be segregated from other types of debris prior to disposal, and should be stored in a well-ventilated area. If stored outdoors, piles should be covered to keep precipitation from contaminating soil or water. Some oil-contaminated debris generated by households may be acceptable at a municipal waste combustor. Contact the specific facility to determine if your debris can be accepted. If not, oil-contaminated debris can be disposed of in a municipal solid waste landfill.

**Utility Pole/Treated Wood Reuse & Disposal - Utility poles, retaining walls and fencing made with treated wood can all become damaged during storm events. All these materials have been treated with preservatives to increase their useful life, and must be managed properly during storm cleanup. Utility poles are often treated with creosote. Retaining walls may have been treated with creosote or other preservatives. Older wood fencing is typically treated with chromated copper arsenate, while more recently installed wood fencing is likely treated with one of a variety of other copper-based preservatives.**

As of January 2008, New York State law prohibits creosote-treated lumber from being reused for other purposes such as landscaping or retaining walls. The only exception is railroads, or utility companies that maintain control or ownership of the materials. In that case the wood treated with creosote can be reused or stockpiled for re-use by those entities.

Wood treated with creosote from construction and demolition (C&D) activities can be disposed in a permitted municipal solid waste (MSW) landfill that accepts C&D debris, or at a permitted C&D debris landfill, or burned in a permitted municipal solid waste or hazardous waste combustion facility that is authorized to accept such material.

Treated wood should not be chipped into mulch or burned in fireplaces, stoves, outdoor wood-fired boilers or open fires.

### **White Goods and Automobiles**

Equipment that has rusted or deteriorating surfaces, or if it includes flood-damaged wood/particle board or plastic laminate components should be discarded. Nonworking refrigerators, freezers and air conditioners will need to have Freon removed by a certified technician prior to recycling. Most large appliances, particularly if they contain at least some metal, can be recycled as scrap metal once the Freon is removed.

Vehicles with minor flood or fire damage may be repairable, but as with restoring other personal belongings, time is a factor. Water damage can become irreparable in a short period. Contact your

insurance company to have the vehicle examined by a professional. Both fire and water can damage electrical and mechanical systems. Sewage, sand, and other debris can harm the engine. Do not attempt to start the car until it has been examined-have the vehicle towed. Mold growth in the interior is probable in flood damaged vehicles; carpet and padding must be removed and cleaned.

Most metal scrap yards or junk auto dealers will haul non-salvageable vehicles for recycling. Consult the telephone directory under "automobile wrecking and salvage" or "scrap metal."

**To further assist you on general solid waste issues, staff in the NYS DEC, Bureau of Permitting and Planning may be reached at (518) 402-8678.**

**Disaster Debris Management Site Selection Worksheet**

Site Name \_\_\_\_\_

Site Address \_\_\_\_\_

Estimated Size in Acres \_\_\_\_\_

Estimated Volume of Debris Able to Hold (cubic yards) \_\_\_\_\_  
*(Note: Assume up to 16,000 cubic yards/acre and only 40 percent of site available for debris storage.)*

Primary Local Government Point of Contact:

Name \_\_\_\_\_ Phone \_\_\_\_\_ Email \_\_\_\_\_

Secondary Local Government Point of Contact:

Name \_\_\_\_\_ Phone \_\_\_\_\_ Email \_\_\_\_\_

**Preferred Disaster Debris Management Site Criteria**

- The site is owned or controlled by municipal or state government.
- The site has easy access, including being near the area of debris generation, easy to enter and exit, and near transportation arteries.
- The site is ready to use as a debris management site without extensive site modifications.
- The debris storage and handling areas would be at least 100 feet from property lines.
- To the maximum extent possible, the site location minimizes potential environmental and public health impacts, including considering setbacks from public water supplies, surface water bodies, and residential dwellings and avoiding areas such as flood plans, drinking water Zone IIs, and Areas of Critical Environmental Concern.

If any of these criteria are not met, please explain why not and how any concerns regarding that criterion would be addressed: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Anticipated Site Activities**

*(Note: intended for use only in declared disaster, NOT for routine operation.)*

- A site plan and layout has been prepared that considers the management and operating practices recommended in this guidance.

What types of disaster debris do you expect to manage at this site? (e.g., vegetative waste, C&D debris, hazardous household products, etc) \_\_\_\_\_  
\_\_\_\_\_

What debris processing or other handling activities do you expect to conduct at this site? (e.g., sorting and transfer for recycling, chipping vegetative waste, transfer of trash for disposal, etc.) \_\_\_\_\_  
\_\_\_\_\_

Please summarize any other benefits or concerns with using this site as a debris management site. \_\_\_\_\_  
\_\_\_\_\_

Submit to: Solid Waste Section Chief, applicable MassDEP Regional Office

### Appendix 1 - Debris Calculation Worksheet

Damage Class	Quantity	CY of Debris Each	Total Debris
Mobile Home (25-30 CY Each)			
Destroyed			
Major			
Minor			
Affected			
Sub-Total			
Single Family w/o Basement (25-30 CY Each)			
Destroyed			
Major			
Minor			
Affected			
Sub-Total			
Single Family w/Basement (45-50 CY Each)			
Destroyed			
Major			
Minor			
Affected			
Sub-Total			
Multiple Family w/o Basement (55-60 CY Each)			
Destroyed			
Major			
Minor			
Affected			
Sub-Total			
Other			
Double Storage Units			
Single Storage Units			
Inaccessible			
Sub-Total			
<b>Total</b>			

## **Appendix 2 - TEMPORARY DEBRIS SITE INFORMATION**

### **SITE EVALUATION**

#### **Site Ownership:**

Use public lands to avoid costly leases and trespassing allegations. Use private land only if public sites are unavailable. Suggest photo documentation of original site location prior to establishing working site.

#### **Site Location:**

Consider impact of noise, dust and traffic;

Consider pre-existing site conditions;

Look for good ingress/egress at site(s);

Consider impact on ground water;

#### **Consider site size based on:**

Expected volume of debris to be collected;

Planned volume reduction methods;

#### **Avoid environmentally sensitive areas, such as:**

Wetlands;

Rare and critical animals or plant species;

Well fields and surface water supplies;

Historical/archaeological sites;

Sites near residential areas, schools, churches, hospitals and other sensitive are

Perform recordation of site chosen (pictures, videos).

#### **Site Operations:**

Use portable containers;

Separate types of waste as operations continue;

Monitor site at all times;

Perform on-going volume reduction (on site or removal for disposal/reduction);

Provide nuisance management (dust, noise, etc.);

Provide vector controls (rats, insects, etc);

Provide special handling for hazardous materials;

Provide security (limit access);

Ensure appropriate equipment is available for site operations.

#### **Site Closeout:**

Remove all remaining debris to authorized locations;

Restore site to pre-use condition;

Perform recordation of site (pictures, videos) pursuant to Site Ownership.

## **Appendix 3 - CONTRACTING**

### **CONTRACTING OFFICE RESPONSIBILITIES**

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

### **TYPES OF DEBRIS CONTRACTS**

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

## **CONTRACT MONITORING**

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

## Appendix 4 - FEMA ELIGIBILITY

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

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

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

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

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

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

- . Do not allow contractors to make eligibility determinations; they have no authority to do so;
- . Utilize pre-negotiated contracts, if available;

- . Consider using qualified local contractors because of their familiarity with the area;
- . Request copies of references, licenses and financial records from unknown contractors;
- . Document procedures used to obtain contractors;
- . Do not accept contractor-provided contracts without close review. FEMA can provide technical assistance on contracts and contract procedures, if requested to do so by local officials.

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

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

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

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

## **Appendix 5 - Sample Mutual Aid Agreement**

THIS AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_ by the participating parties hereto:

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

WHEREAS such a mutual aid agreements are authorized by (Site Statutory Agency).

NOW THEREFORE, the parties do mutually agree as follows:

### **ARTICLE I - TERM**

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

### **ARTICLE II - SERVICES**

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

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

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

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

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

### **ARTICLE III - PAYMENT**

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

**ARTICLE IV - WAIVER OF CLAIMS**

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

**ARTICLE V- TERMINATION**

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

**ARTICLE VI - INTEGRATION**

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

**ARTICLE VII - COMPLIANCE WITH LAWS**

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

**ARTICLE VIII - SIGNATURES OF AGREEING OFFICIALS**

\_\_\_\_\_  
Official

\_\_\_\_\_  
Official

\_\_\_\_\_  
Official

\_\_\_\_\_  
Official

**Appendix 6 - Debris Ticket Format for Landfill Disposal**

**NON-HAZARD  
LOAD TICKET**

<b>Ticket Number</b>	
<b>Invoice Date</b>	

<i>PO Number (EMO Will Assign)</i>	
--	--

<b>SOLD TO:</b>	<b>SHIP TO:</b>

<b>DRIVER</b>	<b>TRUCK NUMBER</b>	<b>TRUCK CAPACITY (Cubic Yards)</b>	<b>ZONE/SECTOR</b>

<b>Loading Time</b>	<b>Dump Time</b>	<b>Load Description</b>	<b>Unit: (Cubic Yards)</b>	<b>Zone/Sector/Area</b>
	<b>Signatures:</b>	<b>Loading Site Monitor:</b> _____		
		<b>Dump Site Monitor:</b> _____		

**NOTE:** Driver retains the Original and Pink copy. Yellow Copy must be torn out & submitted to the Landfill for processing.

**Ticket Information:** Record size of load in Cubic Yards.

## Appendix 7 - Demolition Checklist

### Local Responsibilities Checklist

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

\_\_\_\_\_ Provide copies of all ordinances that authorize the local officials to condemn privately owned structures. The authority to condemn privately owned structures would probably have to be accomplished by an ordinance other than one designed or enacted for the demolition of publicly owned structures.

\_\_\_\_\_ The local officials should coordinate all lands, easements, and rights of way necessary for accomplishing the approved work.

\_\_\_\_\_ Implement laws that reduce the time it takes to go from condemnation to demolition.

\_\_\_\_\_ Provide copies of all applicable permits required for demolition of subject structure(s).

\_\_\_\_\_ Provide copies of pertinent temporary well capping standards.

\_\_\_\_\_ Coordinate all pertinent site inspections with local, State, and Federal inspection team(s).

\_\_\_\_\_ Identify household hazardous waste materials prior to demolition.

\_\_\_\_\_ Notify the owner/and or renter of any and all site inspections.

\_\_\_\_\_ Verify that all personal property has been removed from public and/or structure(s).

\_\_\_\_\_ Immediately prior to demolition, verify that the building is unoccupied.

\_\_\_\_\_ Ensure that the property is properly posted.

\_\_\_\_\_ Provide a clear, concise, and accurate property description and demolition verification.

\_\_\_\_\_ Include a Public Health official on the demolition inspection team.

\_\_\_\_\_ The inspection not only should evaluate the structural integrity of the building, but also must demonstrate “imminent and impending peril” to public health and safety.

\_\_\_\_\_ Segregate all household hazardous waste materials to a permitted facility prior to building demolition.

\_\_\_\_\_ Provide photographs of the property and verify the address. Provide additional photographs of the property take immediately prior to and following demolition.

## Private Property Utilities Checklist

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

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

## Appendix 8 - Debris Removal from Private Property

There are many considerations in debris removal to ensure that the debris removal activities of the jurisdiction comply with FEMA eligibility policies and debris removal guidance.

### Removal of eligible debris for private property:

Reference see FEMA Publication 325 entitled '*Debris Removal Guide*'.

Issues regarding removal of debris from private property are common. Problems may arise regarding the definitions of 'public health and safety'.

Removal of debris from private property is primarily the responsibility of the *individual property owner*, aided by insurance settlements or volunteer organizations.

Jurisdictions (applicants) must be aware of FEMA's guidance and eligibility rules. The following items need to be understood and considered by the authorities when setting local clean-up policies:

- Applicants must be aware of the limitations of debris removal from private property early in the disaster.
- Be aware that only FEMA makes eligibility determinations regarding removal of debris from private property. FEMA's representative on the ground will make this determination after consideration of all issues.
- If FEMA determines that debris is so widespread that removal from private property is appropriate the applicant must ensure that specific requirements (right-of-entry, insurance, release from liability, etc.) are complied with before removal of the debris.
- Ensure that the term 'economic recovery of the affected areas' is not being misapplied. Use of this criterion is normally restricted to removal of disaster-related debris from large commercial areas to expedite restoration of the economic viability of the affected community.
- Ensure that the determination that a 'public health and safety issue exists' is NOT based on building codes. Generally, the determination would be based on ordinances related to condemnation.
- Ensure that there is a clear understanding that a public health and safety hazard must exist for the removal of the debris to be eligible. Again, FEMA will make the final determination for removal from private property.
- Concrete slabs or foundations-on-grade do not present a health or safety hazard to the general public except in very unusual circumstances, such as erosion under a concrete slab on a hillside.
- Broken slabs or slabs incapable of supporting a new structure, do not constitute a public health or safety hazard. Costs of removing substantially damaged structures, as well as associated slabs, driveways, fencing, garages, and similar appurtenances, are eligible when the property is part of a Section 404 Hazard Mitigation buyout and relocation project.

### Eligibility of Curbside Pick-up:

Debris may continue to accumulate as residents bring debris from their properties to public rights-of-way. Normally this will occur in three stages:

1. Woody debris and yard waste moved to the right-of way.
2. Household waste, such as damaged personal goods, moved to the right-of way.
3. Construction and demolition materials removed by the homeowner prior to receipt of insurance and individual assistance payments.

The following curbside policies and issues must be considered:

- **Residents must not mix garbage with debris.** Debris deposited at the curbside must be disaster-related to be eligible for pickup and disposal by the jurisdiction. The jurisdiction should resume normal garbage pick-up schedules as soon as possible.
- Construction and demolition materials from minor and major repairs of reconstruction by contractors should not be deposited at the curbside. Contractors should remove and deposit the debris at approved landfills.
- Insurance proceeds usually cover the cost for demolition debris removal from private property. Remember, only disaster-related debris removal costs *not covered* by insurance are eligible for reimbursement.
- Deadlines for curbside pickup must be coordinated with appropriate State and FEMA officials and announced to the public as soon as practical following the event. Normally a 72 hour period following the end of the disaster event would be allowable. Any time extension given to State applies only to disaster-related debris.

### Homeowners' Insurance Coverage for Debris Removal:

Essentially all general homeowner's insurance policies contain a provision for the pick-up of debris resulting from damages to a facility covered by the policy. That usually includes structures, fences, playground equipment, etc., but maybe not the removal of vegetative debris. The insurance policy must be checked to determine whether or not it covers vegetative debris. If removal of vegetative debris is not covered by insurance that does not mean that it is eligible for federal funding.

**Appendix 9 - Time and Materials Contract**

ARTICLE 1:

Agreement Among Parties

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

ARTICLE 2:

Scope of Work

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

ARTICLE 3:

Schedule of Work

Time is of the essence for this debris removal contract.

Notice to proceed with Work: The work under this contract will commence on \_\_\_\_\_

\_\_\_\_\_, 20\_\_\_\_. The equipment shall be used for (recommended not to exceed 70) hours, unless the ENTITY initiates additions or deletions by written change order. Based upon unit prices of equipment and labor, no minimum or maximum number of hours is guaranteed.

ARTICLE 4:  
Contract Price

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

<b>Equipment/Machine/Operator</b>	<b>Mobilization/Demobilization Cost</b>	<b>Hourly Rate</b>
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Manufacturer, Model, and Total unit rate shall be given which includes maintenance, fuel, overhead, profit, and other associated cost with the equipment.

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

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

ARTICLE 5:  
Payment

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

ARTICLE 6:  
Claims

Not Applicable

## ARTICLE 7:

### Contractor's Obligations

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

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

## ARTICLE 8:

### Insurance and Bonds

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

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

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

ARTICLE 9:

Insurance and Bonds

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

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

ARTICLE 10:

Contractor Qualifications

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

THIS CONTRACT IS DULY SIGNED BY ALL PARTIES HERETO:

Entity (County, City, Village, Township)

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

Principal of the firm

by \_\_\_\_\_ Seal

Contractor

Address \_\_\_\_\_

City & State \_\_\_\_\_

**Appendix 10 - Lump Sum Contract for Debris Removal**

ARTICLE 1:

Agreement Among Parties

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

ARTICLE 2:

Scope of Work

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

ARTICLE 3:

Schedule of Work

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

ARTICLE 4:

Contract Price

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

\$ \_\_\_\_\_.

ARTICLE 5:

Payment

The Contractor shall submit certified pay requests for completed work. The Entity shall have 10 Calendar

Days to approve or disapprove the pay request. The Entity shall pay the Contractor for his/her performance under the contract within \_\_\_\_\_ days of approval of the pay estimate. On contracts over 30

days in duration, the Entity shall pay the Contractor a pro-rata percentage of the contract amount on a

monthly basis, based on the amount of work completed and approved in that month. The Entity will remunerate the Contractor within 30 days of the approved application for payment, after which interest

will be added at a rate of \_\_\_\_\_ on each payment. Retainer shall be released upon substantial

completion of the work.

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

And \_\_\_\_\_.

(Local Statute or Ordinance)

ARTICLE 6:

Change Orders

If the scope of work is changed by the Entity, the change in price and contract time will be promptly

negotiated by the parties, prior to commencement of work.

## ARTICLE 7:

### Contractor's Obligations

The Contractor shall supervise and direct the Work, using skillful labor and proper equipment for all tasks.

Safety of the Contractor's personnel and equipment is the responsibility of the Contractor. Additionally,

the Contractor shall pay for all materials, equipment, personnel, taxes, and fees necessary to perform

under the terms of the contract.

Any unusual, concealed, or changed conditions are to be immediately reported to the Entity. The

Contractor shall be responsible for the protection of existing utilities, sidewalks, roads, building, and other

permanent fixtures. Any unnecessary damage will be repaired at the Contractor's expense.

## ARTICLE 8:

### Entity's Obligations

The Entity's representative(s) shall furnish all information, documents, and utility locations, necessary for

commencement of Work. Costs of construction permits and authority approvals will be borne by the

Entity. A representative will be designated by the Entity for inspecting the work and answering on-site

questions.

The Entity shall designate the public and private property areas where the disaster mitigation work is to

be performed. Copies of complete "Right of Entry" forms, where they are required by the State and local

law for private property, shall be furnished to the Contractor by the Entity. The Entity shall hold harmless

and indemnify the Contractor judgments and awards alleged to have been caused by services rendered

under this contract for disaster relief work unless such claims are caused by the gross negligence of the

Contractor, his subcontractors or his employees.

ARTICLE 9:

Claims

If the Contractor wishes to make a claim for additional compensation, for work or materials is not clearly

covered in the contract, or nor ordered by the Entity as a modification to the contract, he/she shall notify the Entity in writing. The Contractor and the Entity will negotiate the amount of adjustment promptly;

however, if no agreement is reached, a binding settlement will be determined by a third party acceptable

to both Entity and Contractor under the sections of applicable State law.

ARTICLE 10:

Insurance and Bonds

The contractor shall furnish proof of Worker's Compensation Coverage, Automobile Liability Coverage,

and Comprehensive General Liability Insurance (Premises-Operations, Personal injury, etc. as deemed

necessary by the Entity).

Surety: The Contractor shall deliver to the Entity fully executed Performance and Payment Bonds in the

amount 100% of the contract amount, if required by the specifications, or general or special conditions of the contract. The Entity will reimburse the Contractor for the costs of the bonds, the cost of which will be included in the base bid.

ARTICLE 11:

Contractor Qualifications

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

THIS CONTRACT IS DULY SIGNED BY ALL PARTIES HERETO:

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

Address \_\_\_\_\_  
City & State \_\_\_\_\_

Entity (County, City, Village, Township)

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

**Appendix 11 - Unit Price Contract for Debris Removal**

ARTICLE 1:

Agreement Between Parties

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

ARTICLE 2:

Scope of Work

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

ARTICLE 3:

Schedule of Work

Time is of the essence for this debris removal contract.

Notice to proceed with the Work: The work under this contract will commence on

\_\_\_\_\_, 20\_\_\_. Maximum allowable time for the completion will be \_\_\_\_\_

Calendar days unless the Entity initiates additions or deletions by written charge order. Subsequent changes in cost and completion time will be equitably negotiated by both pursuant to applicable State law. Liquidated damages shall be assessed at \$\_\_\_\_\_/calendar day for any days over the approved contract amount.

ARTICLE 4:

Contract Price

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

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

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

ARTICLE 5:

Payment

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

Funding for this contract is authorized pursuant to Public Law of the State of New York, \_\_\_\_\_, and \_\_\_\_\_, local statute or ordinance.

ARTICLE 6:

Claims

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

ARTICLE 7:

Contractors Obligations

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

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

## ARTICLE 8:

### Entity's Obligations

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

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

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

## ARTICLE 9:

### Insurance and Bonds

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

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

ARTICLE 10:  
Contractor Qualifications

The contractor must be fully licensed in the State of New York.

THIS CONTRACT IS DULY SIGNED BY ALL PARTIES HERETO:

by \_\_\_\_\_ Seal  
Contractor

Address \_\_\_\_\_

City, State \_\_\_\_\_

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

by \_\_\_\_\_ Seal  
Principal of the firm

**Appendix 12 - Right of Entry Agreement**

I/We \_\_\_\_\_, the owner(s) of the property commonly

Identified as \_\_\_\_\_, \_\_\_\_\_,  
(Street) (City/Town)

\_\_\_\_\_, \_\_\_\_\_, State of New York  
(Township) (County)

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

It is fully understood that this permit is not an obligation to perform debris clearance. The undersigned agrees and warrants to hold-harmless the City/County of \_\_\_\_\_, State of New York, 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. 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 13 - TDSR Checklist and Issues

### Temporary Debris Storage and Reduction (TDSR) Site Closeout Checklist

The following is a recommended TDSR site closeout checklist.

\_\_\_\_\_ Site Number and Location

\_\_\_\_\_ Date closure complete

\_\_\_\_\_ Household Hazardous Waste removed

\_\_\_\_\_ Contractor equipment removed

\_\_\_\_\_ Contractor petroleum and other toxic spills cleaned up

\_\_\_\_\_ Ash piles removed

\_\_\_\_\_ Compare baseline information of the temporary site conditions after the contractor vacates the site.

### TDSR Closeout Issues

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

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

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

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

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

Develop a checklist for site close out procedures at the discretion of the New York State Department of Environmental Conservation. A sample checklist is included in this document.

November 2024

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