



KENTON COUNTY EOP SUPPORT PLAN
DEBRIS MANAGEMENT PLAN

KENTON COUNTY, KENTUCKY

DEBRIS
MANAGEMENT
PLAN



KENTON
COUNTY

LEADING FROM THE FRONTIER TO THE FUTURE



KENTON COUNTY EOP SUPPORT PLAN

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PURPOSE

The purpose of this Plan is to provide structure and guidance for Kenton County and its cities to provide for management of debris created by any natural or man-made disaster.

SITUATION AND ASSUMPTIONS

Joint Plan

This is a joint plan that applies to the jurisdictions of Kenton County Fiscal Court, the cities of Bromley, Covington, Crescent Springs, Crestview Hills, Edgewood, Elsmere, Erlanger, Fairview, Fort Mitchell, Fort Wright, Independence, Kenton Vale, Lakeside Park, Ludlow, Park Hills, Ryland Heights, Taylor Mill, Villa Hills, and Walton.

The term "Applicant" will be used to refer to these entities separately and / or any combination thereof. When the term "Applicant" is used it could apply to any and / or all jurisdictions.

Debris

Natural and man-made disasters create a variety of debris that includes, but is not limited to, such things as trees, sand, gravel, building / construction materials, vehicles, personal property, etc. The type and quantity of debris generated from any particular disaster is a function of the location and kind of event experienced, as well as its magnitude, duration, and intensity.

The type and quantity of debris generated, its location, and size of the area over which it is dispersed, directly impacts the type of collection and disposal methods used to address the debris problem, associated costs incurred, and the speed with which the problem can be addressed.

Safe, proper, and timely management of debris is an essential component of an emergency response to a disaster incident. It is important that disaster debris be properly managed so as to protect human health, comply with regulations, conserve disposal capacity, reduce injuries, and minimize / prevent environmental and / or historical preservation impacts.

Private Contractors And Waste Management

In a major or catastrophic disaster, the Applicant may have difficulty locating staff, equipment, and funds to devote to debris removal, both short term and long term. Private contractors may play a significant role in the debris removal, collection, reduction, and disposal process. The Debris Management Program implemented by the Applicant will be based on the waste management approach of reduction, reuse, reclamation, resource recovery, incineration, and land filling.

Duplication Of Benefits

The Applicant may not receive funding from two sources for the same item of work. This is called Duplication of Benefits. If assistance can be obtained for a project from another Federal Agency, such as Natural Resources Conservation Service (NRCS), then the Federal Emergency Management Agency (FEMA) cannot provide funds for that project.

Grants and cash donations received from non-Federal sources designated for the same purpose as public assistance funds are generally considered duplication of benefits. However, these funds may be applied towards the non-Federal cost share.

Grants and cash donations that are received for unspecified purposes and ineligible work do not constitute a duplication of benefits. Duplication of Benefits most commonly occurs with insurance settlements. If a damaged facility is insured, FEMA is required to reduce the amount of the grant by any insurance proceeds.



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that the Applicant anticipates or receives for the insured facility, even if the Applicant has not completed negotiations with the insurer.

The retention of duplicated funds is illegal and must be returned to FEMA. The Debris Management Team will closely track all debris management operations and all other eligible work, and will take all precautions to ensure there is no duplication of benefits received for any debris removal activity.

ORGANIZATION

Department Of Public Works (DPW)

Kenton County Public Works, and the public works or maintenance facilities of the cities signatory to this plan, will be referred to as the Department of Public Works (DPW) in this plan and is / are responsible for the debris removal function in their respective jurisdictions.

DPW will work in conjunction with designated support agencies, State Environmental Protection Agency (EPA), State Historical Preservation Office (SHPO), the Solid Waste Coordinator, utility companies, waste management firms, trucking companies and other transportation agencies to facilitate the debris clearance, collection, reduction and disposal needs following a disaster.

DPW will be responsible for removing debris from the public right-of-way. DPW may remove debris from private property only when it is pre-approved by the Applicant and deemed in the public interest. (**See ANNEX A** for a "Right to Entry Agreement" that affected residents and businesses should complete.)

Staff Roles And Responsibilities

The Applicant will ensure all state and local regulations, laws, and ordinances are addressed and followed for all environmental and historic preservation issues. The Applicant may select a "Debris Manager" to supervise a "Debris Management Team". The team may be comprised of (but not limited to) personnel who perform the following:

Administration: Housekeeping, supplies, equipment, funding, accounting, documentation, etc.

Contracting and Procurement: Bid requirements, forms, advertisements for bids, instructions to bidders, contract development, etc.

Legal: Contract review, Right Of Entry permits, community liability, condemnation of buildings, land acquisition (for temporary staging, reduction sites, disposal sites), insurance, etc. Also ensure all state and local regulations, laws, and ordinances are addressed and followed, including all environmental and historical preservation issues.

Operations: Identification and assignment of project tasks, preparation of estimates, plans, specifications, and recommendation of contract award. Includes supervision of government and contract resources, and overall project management.

Oversight and Support: Detailed damage assessment, documentation collection and consolidation, liaison with State and Federal agencies, volunteer support and management, support to all other functions.

Public Information: Coordinate press releases, contacts with local organizations, individuals, and media; Public notices for debris removal and disposal contracts; Communicate debris management instructions to the general public (e.g., separation / sorting of debris, scheduled pickup times, drop-off sites for different materials).

Other Assigned Tasks: The team may coordinate with State and Federal agencies responsible for disaster response and recovery operations. The team may be assigned but not limited to:



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1. Developing public information and education programs.
2. Training personnel in debris management techniques.
3. Maintaining pre-disaster maps, blueprints, photos and other documents.
4. Making a list of critical facilities (streets, roads, and bridges).
5. Identifying governmental and non-governmental groups that could assist.
6. Providing emergency communications to debris monitoring and management teams.
7. Ensuring health and safety issues are addressed throughout the operation, including potential health issues related to the debris removal process (e.g., mosquito/fly infestation, hazardous and infectious wastes).

Volunteers and Donated Resources

Donated resources (which include volunteer labor, donated equipment and donated materials) are eligible to offset the Applicant's portion of the cost share for emergency work (Category A and B). Donated resources must apply to actual eligible emergency work, such as debris removal or the filling and placing of sandbags. The donated services must be documented and must include a record of hours worked, the work site, and description of work (**See ANNEX M**).

Volunteer labor will be valued at the same hourly labor rate as someone in the Applicant's organization performing similar work.

The value for donated equipment should be determined by using the applicable FEMA equipment rate and multiplying it by the number of hours the piece of equipment was used to perform eligible emergency work.

Donated materials are valued at the current commercial rate.

CONCEPT OF OPERATIONS

Debris management activities will be conducted as a 4-step Phased Approach that includes Normal Operations, Increased Readiness, Response, and Recovery. Normal Operations and Increased Readiness tasks may be performed before a debris-generating event occurs. The primary focus of Response Operations is on clearing debris from the roadway for emergency resources. The Recovery part of the Debris Management Cycle includes debris removal, recycling, and disposal.

The Applicant will identify and resolve special considerations and issues as early as possible in the process, and will provide all necessary information relating to debris management operations to the appropriate agency or agencies (including the EPA and SHPO).

Normal Operations

Normal Operations encompass key activities to enhance the plan, keep the plan and its supporting information up-to-date, and to build and maintain staff readiness to implement the plan. Typical activities for this phase are as follows:

- Develop and maintain local and regional lists of contractors who can assist in all phases of debris management.
- Develop sample contracts with generic scopes of work to expedite the implementation of debris management strategies.
- Develop mutual aid agreements with other local governments and State agencies as appropriate, following Applicant procurement guidelines.
- Identify and pre-designate potential debris storage sites for the type and quantity of debris anticipated following a catastrophic event.



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- Pre-identify local and regional critical routes in cooperation with contiguous and regional jurisdictions.
- Develop site selection criteria checklists to assist in identifying potential debris storage sites. **(See ANNEX L)**
- Identify and coordinate with appropriate regulatory agencies regarding potential regulatory issues and emergency response needs.
- Develop the necessary Right Of Entry and Hold Harmless agreements indemnifying all levels of government against any potential claims. **(See ANNEX A)**
- Establish a debris assessment process to define the scope of the problem.
- Develop and coordinate pre-scripted announcements regarding the debris removal process, collection times, temporary storage sites, use of private contractors, environmental and health issues, etc.

Increased Readiness

The Increased Readiness phase begins when a natural or man-made disaster threatens the local area. Typical activities for this phase are as follows:

- Upon notice of any possible threat, the Applicant and all concerned parties shall meet as soon as possible to review and begin planning the debris removal process.
- Review and update plans, standard operating procedures, generic contracts, and checklists relating to debris removal, storage, reduction, and disposal process.
- Alert local departments that have debris removal responsibilities to ensure that personnel, facilities, and equipment are ready and available for emergency use.
- Relocate personnel and resources to pre-determined safe locations (out of harm's way) if necessary, and stage in areas where they can be effectively mobilized.
- Review potential local, regional, and debris staging and reduction sites that may be used in the response and recovery phases in the context of the impending threat.
- Review listing of private contractors who may assist in debris removal process and make the necessary arrangements to ensure their availability in the event of the disaster.

Response Operations

The Response Operations phase involves activities necessary to eliminate life and safety threats. Normally, the Applicant will use their own labor force and equipment to remove debris during this phase. When the existing labor force is not sufficient, or when specialized services are required, the Applicant may supplement their work efforts by activating mutual aid agreements or by awarding short-term debris removal contracts for specific work.

During Response Operations (usually the first 24 to 72 hours after the disaster) debris management activities should emphasize clearing key roads for emergency access by pushing debris to the edge of the right-of-way. There is no attempt during this phase to physically remove or dispose of the debris, only to clear key access routes to expedite the movement of emergency vehicles, law enforcement and / or resumption of critical services, assessment of damage to key public facilities, and locations such as schools, hospitals, government buildings, and utilities.

Response activities should also include identifying and removing any obvious debris situations that may pose an immediate threat to public health and safety (dangerously positioned damaged trees; debris piles that obstruct traffic visibility; fire prone debris piles; etc.). Response is a crucial time for organizing the majority of the tasks outlined in the plan.

Actions required during the Response Phase are usually completed within a matter of hours or days following a disaster event. The transition period from initial clearance activities to debris removal depends on the magnitude of the disaster.

Typical activities for this phase are as follows:



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- Activate the Debris Management Plan and coordinate with needs assessment team.
- Initiate Damage Assessment.
- Begin documenting debris management and removal costs.
- Coordinate and track resources, both public and private. **(See ANNEX M)**
- Establish priorities regarding allocation and use of available resources.
- Identify, establish and prepare debris temporary storage and disposal sites (local, regional).
- Address any legal, environmental and / or health issues relating to the debris removal process.
- Conduct briefings / meetings with key personnel.
- Issue press releases and continually keep the media and the public informed.

General Work Eligibility

Removal and disposal of debris that is a result of a 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.

Disaster-related debris may be removed from private property if it is pre-approved by FEMA, is a public health and safety hazard, and if the work is performed by the Applicant. Also, debris removal work from private property will comply with all applicable federal, state and local requirements including all environmental and historical preservation requirements.

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 the Applicant. That time period will be established by FEMA in coordination with the State. (The cost of picking up reconstruction debris and normal garbage pick-up is not eligible for FEMA reimbursement).

Debris Removal Priorities

The debris removal process should be initiated promptly and conducted in an orderly, effective manner in order to protect public health and safety following a major or catastrophic event. To achieve this objective, debris removal priorities are clearing debris from key access roads into impacted areas, providing access to critical facilities, and eliminating debris threats to public health and safety.

First Priority – Key Access Roads Into Impacted Areas

The first priority will be to clear debris from key roads in order to provide access for emergency vehicles and resources into the impacted area(s). Key roads should be identified based on the incident and impacted areas, but analysis should start with Interstates and Major Highways, then County and City Roads / Streets, and finally Rural Secondary Roads

Second Priority – Access To Critical Facilities

The need and demand for critical services will significantly increase following a disaster. Therefore, the second priority that debris removal resources will be assigned is providing access to critical facilities. Critical facilities in Kenton County have been identified as:

- Emergency Operations Centers
- Kenton County Emergency Communications Center
- DPW Facilities
- Emergency Services Facilities (Fire, EMS, Law Enforcement)
- Hospitals and Critical Medical Facilities
- Water and Sewer Distribution Facilities
- Electrical Distribution Facilities



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- Shelters
- Schools

Third Priority – Debris Threats to Public Health and Safety

The third priority for debris removal teams to address will be elimination of debris-related threats to public health and safety. This includes such things as the repair, demolition, or barricading of heavily damaged and structurally unstable buildings, systems, or facilities that pose a danger to the public.

If possible, controlling access to a threatened area or site may allow debris removal or mitigation actions to be deferred. Access control MUST eliminate the potential for harm to the public before deferral of mitigation activities.

Any actions taken to mitigate or eliminate the threat to the public health and safety must be closely coordinated with the owner or responsible party.

Recovery Operations

This phase of the Debris Management Cycle covers actions necessary to complete the debris removal, reduction, and disposal activities.

Recovery Actions

Typical activities for this phase are as follows:

- Identify and prioritize remaining debris removal sites.
- Establish controls to prevent or minimize illegal dumping and theft of services.
- Continue to collect, store, reduce, and dispose of debris generated from the event in a cost- effective and environmentally responsible manner.
- Closely monitor debris removal and recovery operations.
- Continue to document all debris management and removal costs.
- Upon completion of the debris removal mission, close out debris storage and reduction sites by developing and implementing the necessary site restoration actions.
- Perform necessary audits of the operation and submit a claim for Federal assistance.

Public Property/Right-of-Way Debris Removal

Debris on public lands, including the right-of- way, will be the responsibility of local government.

Do not remove debris from a natural waterway, unless the debris poses an immediate threat of flooding to improved property, and the Natural Resource Conservation Service (NRCS) has been contacted.

Private Property Debris Removal

Debris on private property is the responsibility of the property owner. Information regarding pickup times and locations for private property owners shall be distributed so that debris removal activities proceed efficiently.

If property owners move disaster-related debris to a public right-of-way, the Applicant may be eligible for reimbursement for debris pickup, hauling, and disposal from the right-of-way for a limited period of time. If the Applicant does not have the legal responsibility to maintain a right-of-way, then debris removal from that right-of-way is not eligible for reimbursement.

Reimbursement Requirements For Private Property Debris Removal

If the Applicant intends to seek reimbursement to remove debris from private property, they must submit a written request for reimbursement to the Federal Coordinating Officer (FCO) prior to commencement of work (**See ANNEX A**), and they must also receive written approval. The written request will include the following information:



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- Public Interest Determination
- Documentation of Legal Responsibility
- Authorization for Removal of Debris from Private Property
- Indemnification of the Federal Government

FEMA is prohibited from approving funds for work that is covered by any other source of funding. Therefore, the Applicant must take reasonable steps to prevent such an occurrence, and verify **that insurance coverage** or any other source of funding does not exist for the debris removal work accomplished on each piece of private property. When debris removal from private property is covered by an insurance policy, the insurance proceeds must be used as the first source of funding. Public Assistance grant funding may be used to pay for the remainder of the costs of debris removal from private property.

Debris removal work from private property will comply with all federal, state and local requirements and all applicable environmental and historical preservation requirements.

Debris Collection Methods

The fundamental component of debris management is collection of debris. The public expects to have debris removed immediately after a disaster event. The debris type, amount and urgency determines which collection method is used. The two main methods of debris collection are Curbside Collection and Collection Centers. The Debris Management Team may tailor the collection operation using curbside collection, collection centers or a combination of both depending on specific jurisdictions, quantities and types of debris.

Curbside Collection

Debris is placed at the curb or public rights-of-way by the residents for the Applicant's collection. The only difference between the subcategories below is the separation of the types of debris at the point of collection.

Mixed Debris Collection: Collecting mixed debris by the applicant allows the residents to place all debris types in one specified area, usually along the public right-of-way in front of their residence.

Source - Segregated Debris Collection: Residents are directed to sort the debris by material type and place it at the curb in separate piles. Trucks designated for a particular debris type collect the assigned debris and deliver it to a temporary staging area, or debris management site, reduction, recycling, or disposal facility. This method is important when collecting hazardous and environmentally sensitive debris, such as household hazardous waste and white goods. (See **ANNEX F** for guidelines to segregate debris.)

Collection Centers

Residents transport their debris to a common location. Large roll-off bins may be placed on public rights-of-way or public property for residents to bring their debris for collection. This is well suited for rural, sparsely populated areas or logistically difficult conditions where curbside collection is not practical. Separate bins can be designated for particular types of debris.

The Debris Management Team should assign employees to oversee operations of the collection center. Employees need to be stationed at the centers during the collection period to ensure debris materials are placed in the correct bins and to ensure a collection center does not become a dumping ground for non-disaster related debris.



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DEBRIS CLASSIFICATION AND SEGREGATION

FEMA defines disaster-generated debris as, "Any material, including trees, branches, personal property and building material on public or private property that is directly deposited by the disaster." FEMA often uses the terms "vegetative" for natural debris and "construction and demolition" for man-made debris.

Debris Classification and Segregation

The debris classification determines how removal will be handled. To facilitate the debris management process, the Applicant may segregate debris by type. It is recommended that the categories of debris established for recovery operations be standardized. If segregated, debris removed will consist of two broad categories (See **ANNEX F** for guidelines to segregate debris.):

- (1) Clean wood and vegetative debris
- (2) Construction and demolition (C&D) debris

Estimating Debris Quantities

Calculations developed by the US Army Corps of Engineers listed in the FEMA 325, Public Assistance Debris Management Guide may be used for debris estimation. Applicant may seek assistance from State Agencies or FEMA with debris estimation. Aerial view of debris may be used as a method to calculate debris quantities.

NOTE: To get a general idea of the debris quantity, some calculations say debris could consist of 30% clean woody material and 70% C&D. Of the 70% mixed C&D it is estimated 42% will be burnable but require sorting, 5% will be soil, 15% will be metals, and 38% landfill.

Debris Classifications

Burnable Materials

Burnable materials should be coordinated with the State EPA, FEMA, and the State Historical Preservation Office for an archeological and environmental reviews.

Burnable materials will be of two types and should use separate burn locations:

Burnable Debris: Consists predominately of trees and vegetation. It includes, but is not limited to, damaged and disturbed trees; bushes and shrubs; broken, partially broken, and severed tree limbs; and bushes. Burnable debris **does not include** garbage or construction and demolition materials.

Burnable Construction Debris: Burnable construction and demolition debris consists of non-creosote structural timber, wood products, and other materials designated by State EPA regulations.

Non-burnable Debris

Non-burnable construction and demolition debris includes, but is not limited to creosote timber, plastic, glass, rubber and metal products, sheet rock, roofing shingles, carpet, tires, and other materials as may be designated by State EPA. Garbage will be considered non-burnable debris.

Wet Debris

Debris in and around streams, culverts, bridges and other drainage structures.

FEMA will not fund the removal of debris from waterways. All wet debris projects should be communicated to the Natural Resources and Conservation Services (NRCS). Wet debris will not be touched and no work will be performed until NRCS has inspected the debris field.



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Ineligible Debris

Ineligible debris to remain in place includes, but is not limited to, chemicals petroleum products, paint products, asbestos, and power transformers.

Hazardous/Toxic Waste (HTW)

Any material found to be classified as HTW shall be reported immediately to the DPW. At the Applicant and DPW Director's direction, this material shall be segregated from the remaining debris in such a way as to allow the remaining debris to be loaded and transported. Standing broken utility poles, damaged and / or downed utility poles and accessories, transformers and other electrical material will be reported to DPW.

Overhead/ Underground Utilities

Emergency workers shall exercise caution with existing overhead and underground utilities and above ground paraphernalia, and shall advise DPW of any situation that poses a health or safety risk to on-site workers or the general population.

Vegetative Debris

Vegetative debris may consist of whole trees, tree stumps, tree branches, tree trunks, and other leafy material. Depending on the size of the debris, collection of vegetative debris may require the use of flatbed trucks, dump trucks, and grapple loaders.

Stumps: Stumps as outlined under current FEMA requirements will be considered tree remnants exceeding 24 inches in diameter; but no taller than 18 inches above grade, to include the stump ball. Any questionable stumps shall be referred to DPW for disposition determination. Stump grinding may be required for disposal.

Construction and Demolition Debris

Construction and demolition (C&D) debris can be defined as damaged components of buildings and structures, such as lumber and wood, gypsum wallboard, glass, metal, roofing material, tile, carpeting and floor coverings, window coverings, pipe, concrete, fully cured asphalt, equipment, furnishings, and fixtures. The C&D debris must be disaster-generated (eligible C&D debris cannot be the result of rebuilding efforts) and present an immediate threat to be considered for FEMA eligibility. Eligible demolition activities must satisfy environmental and historic preservation compliance review requirements as established by 44 CFR Parts 9 and 10, the National Historic Preservation Act, the Endangered Species Act, and all other applicable legal requirements.

Hazardous Waste

The Applicant will comply with federal, state, and local environmental requirements for handling hazardous waste. Hazardous waste is regulated under the [Resource Conservation and Recovery Act \(RCRA\)](#) and contains properties that make it potentially harmful to human health or the environment. In regulatory terms, a RCRA hazardous waste is a waste that appears on one of the four hazardous waste lists (refer to [Title 40 of the CFR Part 261](#)) or exhibits at least one of the following four characteristics: Ignitability, Corrosivity, Reactivity, Toxicity.

- a. Safety precautions will vary depending upon the circumstances and type of hazardous materials encountered, but they may include personal protective equipment, decontamination stations, closed and secured containers, and covered trucks or specialized containers.
- b. Hazardous material processing will be carefully and regularly monitored to verify that proper precautions are taken and that the chain-of-custody is maintained.



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- c. Verify that hazardous materials are delivered to an appropriate site since hazardous wastes typically require special handling, transportation, and final disposition that are significantly more costly than typical waste disposal.

Household Hazardous Waste

Household Hazardous Waste (HHW) refers to hazardous products and materials that are used and disposed of by residential consumers, rather than commercial or industrial consumers. HHW includes some paints, stains, varnishes, solvents, pesticides, and other products or materials containing volatile chemicals that catch fire, react, or explode under certain circumstances, or that are corrosive or toxic. State EPA should be contacted for the collection, handling, transport, and disposal of HHW.

White Goods

White goods are defined as discarded household appliances such as refrigerators, freezers, air conditioners, heat pumps, ovens, ranges, washing machines, clothes dryers, and water heaters. Many white goods contain ozone-depleting refrigerants, mercury, or compressor oils that must be removed and processed following environmental protocols and procedures before the white goods can be further processed for disposal and recycling.

- a. Document that white goods are collected separately, cleaned and processed to remove putrescent debris inside and to remove all oils, solvents, and refrigerants.
- b. If white goods are to be collected without being cleaned, verify and document that the debris disposal site includes ample space for processing collected white goods.
- c. This type of debris may be recyclable or have salvage value. Document separation and salvage activities that are implemented.

Soil and Mud

Floods, landslides, winds, and storms often deposit soil and mud on improved public property and public rights-of-way. Facilities commonly affected by this type of debris include streets, sidewalks, storm and sanitary sewers, drainage canals and basins.

- a. Document that only the disaster-generated silt and soils are removed. This requires an understanding of pre-disaster conditions as well as the documented maintenance of the affected area.
- b. Contaminated soils may require special handling depending on the contaminant. Document any contaminated soil issues to ensure proper handling, processing, and disposition.
- c. Verify that any contaminated disaster-generated soils are addressed by the EPA and managed appropriately in designated areas.

Vehicles and Vessels

Vehicles and vessels may be damaged, destroyed, displaced, or lost as a result of a disaster. These vehicles and vessels may eventually be abandoned because of the damage incurred or because the original owners have relocated. Vehicles and vessels may be classified as debris if they block public access and critical facilities.

- a. Verify that each vehicle or vessel identification number is documented.
- b. Verify that collected vehicles and vessels are transported to a collection area where they are secured and protected.



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Putrescent Debris

Putrescent debris is any debris that will decompose or rot, such as animal carcasses and other fleshy organic matter. Putrescent debris handling must comply with applicable federal, state, and local requirements.

- a. Document that putrescent debris is collected in accordance with contract specifications or other specific requirements.
- b. Document the volume of putrescent debris. The volume of putrescent materials cannot be determined based solely on the volume of the originally inventoried materials because the spoiled materials may have lost a significant portion of their volume. The actual volume removed needs to be documented.

DEBRIS DISPOSAL AND REDUCTION

Once debris is removed from the damage sites, it may be taken to temporary and/or permanent landfills. The four methods of debris disposal are burning, recycling, grinding/chipping, and permanent landfill. The Kenton County Solid Waste Coordinator shall ensure all debris is removed in accordance with state and local regulations, laws, and ordinances and all environmental and historic preservation compliance issues are followed. To every extent possible, all methods of debris removal and reduction should use a per-ton weight method.

Burning

The three primary burning methods that may be utilized are open burning, air curtain pit burning, and incineration. All burning methods shall meet environmental and historic preservation compliance requirements.

Controlled open burning

Cost-effective method for reducing clean woody debris in rural areas. Burning reduces the volume by 95%, leaving only ash residue to be disposed of.

Air curtain pit burning

Substantially reduces environmental concerns. The blower unit must have adequate air velocity to provide a "curtain effect" to hold smoke in and to feed air to the fire below.

Portable incinerators

Use the same methods as air curtain pit systems. The only difference is that portable incinerators utilize a pre-manufactured pit in lieu of an onsite constructed earth/limestone pit.

Recycling

Metals, wood, and soils are prime candidates for recycling. Most of the non-ferrous metals are suitable for recycling. The Applicant may recycle where feasible.

Grinding and Chipping

Grinding and chipping may be utilized as a viable debris reduction method. Grinding and chipping reduces the volume by cubic yard on a 4 to 1 ratio. When grinding and chipping is determined to be beneficial by the Applicant, material may be disposed of on-site and force account procedures shall be used for reimbursement. Grinding and chipping may also be used as a debris reduction method in order to reduce transportation and handling costs.



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Permanent Landfill

There is a licensed, environmental compliant permanent landfill located in Kenton County operated by Bavarian. This landfill may be used in the debris disposal and reduction process. Debris taken to the landfill shall meet landfill disposal requirements (See **ANNEX G**). These landfill restrictions will be updated on an annual basis at the same time the plan is updated.

CONTRACTED SERVICES AND COOPERATIVE AGREEMENTS

Private Contracting

Because of the limited quantity of resources and service commitments following a disaster, the Applicant may be relying heavily on private contractors to remove, collect, and manage debris for reuse, resource recovery, reduction, and disposal. Using private contractors instead of government workers in debris removal activities has a number of benefits.

- Shifts the burden of conducting the work from the Applicant to the private sector, freeing up government personnel to devote more time to their regularly assigned duties
- Stimulates local, regional, and State economies impacted by the storm
- Maximizes State and local governments' level of financial assistance from the Federal government
- Allows the Applicant to more closely tailor contract services to meet specific needs

The entire process (i.e., clearance, collection, transporting, reduction, and disposal, etc.) or segments of the process may be contracted out.

Pre-Approved Contractors

The Applicant, through their procurement processes, may also develop and maintain a list of pre-approved contractors who have the capability to provide debris removal, collection, and disposal in a cost effective, expeditious, and environmentally sound manner following a disaster.

Kenton County Fiscal Court (KCFC) may advertise a Request for Qualification for contractors to establish their company as a credible candidate for contract award. KCFC will provide Kentucky Emergency Management (KYEM) with a list of pre-approved contractors once the procurement process has been completed. This list will be part of **ANNEX D**.

Debris Contract and Cooperative Agreements Management

The Applicant, EM Director and DPW Director are responsible for managing the debris contract and the contractor from project inception to completion. Managing the debris contract and contractor includes such things as monitoring performance, contract modifications where needed, inspections, acceptance, payment, and close out of activities.

The Applicant may enter into cooperative agreements with other State agencies and local governments to maximize public assets. The development of such agreements must comply with the guidelines established in the Applicant's procurement policy.

Sample Contracts

Sample contracts with a menu of services and generic scopes of work may be developed by the Applicant, EM Director, DPW Director, the jurisdiction's Attorney's Office, and others as needed prior to the disaster to allow the Applicant to more closely tailor its contracts to its needs, as well as expedite their implementation in a prompt and effective manner.

The three types of contracts that may be used are:



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Unit Price Contract

A unit price contract is the preferred method for debris removal because it is the most accurate account of actual quantities removed.

The unit price contract is based on weight (tons) of debris hauled, and should be used when the scope-of-work is not well defined. It requires close monitoring of pick-up, hauling, and dumping at both the loading sites and the disposal site to ensure that quantities are accurate. All contractor trucks will be measured and the tare weight obtained prior to initial loading. Applicant will identify either portable or fixed certified scales to be used to monitor debris tonnage.

Debris will be removed per current FEMA requirements such as, but not limited to, load tickets identifying truck number, contract number, contractor's name, date, time departed site, and estimated volume. (See **ANNEX I** for Sample Debris Monitoring Forms.)

Lump Sum Contract

Price of the work is fixed unless there is a change in the scope of work to be performed. This contract should be used only when the scope of work is clearly defined, with areas of work and quantities of material clearly identified. It can be defined in one of two ways:

- a. Area method – the scope of work is based on a one-time clearance of a specified area
- b. Pass method – the scope of work is based on a certain number of passes through a specified area (such as a given distance along a right-of-way)

Time and Materials Contract

Will be limited to the **first 70 hours** of operation to mobilize contractors for emergency removal efforts, and only after all State and local equipment has been committed. It should 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. Applicant reserves the right to terminate the contract at its convenience
- d. Applicant does not guarantee a minimum number of hours

Intense monitoring of these contracts is extremely important. Work inspection reports should be completed each day that clearly state the amount of work accomplished in quantitative terms, the type and number of trucks used and the number of hours worked. FEMA will not fund standby or idle time costs.

NOTE: All contractors shall be required to meet any and all current FEMA debris removal requirements. A sample unit price contract is attached to this plan as **ANNEX E**.

Steps of the Contract Bid Process

1. A "Request for Qualifications" (RFQ) (See **ANNEX B**) will be posted in the newspaper and on the county website to solicit debris removal contractors every two years.
2. Debris Contract Bid Specifications (See **ANNEX C**) will be placed on the county website for potential debris removal contractors to review.
3. A scoring board will review contractors who have responded to the RFQ. Those who best meet the requirements of the Debris Contract Specifications as determined by the scoring board will be listed on a Pre-Approved Contractor Listing (See **ANNEX D**) in order of their score.



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4. When a disaster occurs, the Applicant will contact all pre-approved debris removal contractors and provide the estimated amount of debris in tons to be disposed of and the debris coverage area. The Applicant will also provide the distance the debris will need to be transported for disposal. The pre-approved contractors will then be asked to submit an overnight bid for debris removal and disposal at a per ton cost.
5. Once overnight bids are received, the Applicant will assess the bid and the qualifications, experience, capabilities and ability to deploy of the pre-approved contractors. Taking all factors into consideration, a contractor will be selected for the project. The Applicant reserves the right to reject any and all bids and to accept any bid, whether or not the lowest price, that the Applicant, in its sole discretion, deems to be in the best interest of sound fiscal management for its jurisdiction. When a non-competitive contract is selected, the Applicant will assess such costs on a reasonable and customary basis in determining the best value.
6. Once a pre-approved contractor has been selected to remove and dispose of the Applicant's debris, a contract (See **ANNEX E**) will be submitted for signature.

Contract Pitfalls

The Applicant will ensure that all personnel involved in oversight of the debris management efforts are aware that the following ***should not*** occur:

- Award a debris removal contract on a sole-source basis without coordinating with FEMA and KYEM
- Sign a contract (including one provided by a contractor) until it has been thoroughly reviewed by the legal office
- Allow any contractor to make eligibility determinations (only FEMA has that authority)
- Accept any contractor's claim that it is "FEMA certified" (FEMA does not certify, credential, or recommend debris contractors)
- Award a contract to develop and manage debris processing sites unless you know it is necessary. Temporary debris storage and reduction sites are not always needed.
- Allow separate line item payment for stumps 24 inches and smaller in diameter (these should be treated as normal debris)
- "Piggyback" or utilize a contract awarded by another entity. The use of such a contract may jeopardize FEMA funding without prior approval
- Award pre-disaster or stand-by contracts with mobilization costs or unit costs that are significantly higher than what they would be if the contract were awarded post-disaster. Such contracts should have variable mobilization costs depending upon the size of the debris work that may be encountered.

Mutual Aid Agreements

The Applicant may establish Mutual Aid Agreements/Memorandums of Understanding (See **ANNEX K**) with any of, but not limited to, the following entities to provide assistance with debris removal in the event of a disaster resulting in copious amounts of debris:

1. Kenton County
2. Cities within Kenton County
3. Kentucky Department of Transportation
4. Surrounding Counties
5. Private Sector

These agreements include, but are not limited to, utilization of personnel, equipment, temporary and permanent landfill sites, emergency services, and law enforcement. See **ANNEX J** for a sample of the



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Statewide Intergovernmental Emergency Mutual Aid Agreement and **ANNEX K** for a sample Mutual Aid Agreement.

The Applicant has also identified certain Volunteer Organizations Active in Disasters (VOAD), State and Federal agencies that are ready to assist as well. These agencies include Civic Clubs, Church organizations, Salvation Army, Kentucky Department of Transportation, the National Guard, scrap dealers, and the U.S. Department of Labor. National VOAD organizations will be coordinated by the State in conjunction with the Applicant.

DEBRIS MANAGEMENT SITES

Debris Management Sites

A Debris Management Site (DMS) is established when debris cannot be taken directly from the collection point to the final disposition location. It is frequently used to increase the operational flexibility when landfill space is limited, or when the landfill is not in close proximity to the debris removal area.

The DMT will determine if a DMS is necessary, and at what point in the debris management cycle that it will be established and opened. Prior to using the site, the DMT will ensure data is collected for a baseline study so that all environmental, archeological, and historical concerns are addressed. It is essential to document the condition of the land before it is used as a DMS (original condition vs ending condition). Past use and ownership should be researched to document any issues regarding the existence of historic structures or archeological sites. The State Historical Preservation Organization (SHPO) should be involved with this research. The baseline study will be used for an environmental evaluation to confirm the site has returned to a pre-activity state (test samples should be taken at the same locations as those of the initial assessment and environmental monitoring program).

Overview

Initially, debris may be placed in these temporary holding areas until such time as a detailed plan of debris collection and disposal is prepared. It is anticipated that this plan will not be developed until local traffic has been restored.

Temporary debris collection sites should be readily accessible by recovery equipment and should not require extensive preparation or coordination for use. Collection sites will be on public property, when feasible, to facilitate implementation of the mission and mitigate against any potential liability issues.

Activation of sites will be under the control of the DPW Director, and will be coordinated with other recovery efforts through the emergency operations center. Prior to the site being opened, coordination with the state will occur.

Local Sites

The following is a list of temporary holding sites in and near Kenton County. Others may be identified and used based on debris collection and disposal needs (See **ANNEX H**).

1. State Highway Department Complex – 3923 Madison Pike, Covington
2. Bavarian Landfill – 12764 McCoys Fork Rd, Walton
3. Hilltop Stone Complex – 1405 State Hwy 177 E, Butler
4. Reis Concrete property – 9522 Alexandria Pike, Alexandria
5. Carmeuse Mines property – 9043 KY-154, Butler

Permits

Environmental permits may be required to establish a DMS, and several agencies may be involved in issuing these permits and granting land-use approvals. Permits that may be required include:



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1. Waste processing and recycling operations permit
2. Temporary land-use permits
3. Land-use variances
4. Traffic circulation strategies
5. Air quality permits
6. Water quality permits
7. Fire department permits
8. Before use of a site, the Department for Environmental Protection (DEP) requires the following information to be provided:
 - a. Written statement of permission from the landowner
 - b. Map showing the location and size of the site
 - c. Roads and road conditions leading to and from the site
 - d. Distance to surface water, including wetlands
 - e. Actions taken to prevent release of contaminants to surface and ground water
 - f. Information regarding how the site will be operated: who is operating it, hours of operation, fees, security, and emergency/spill response

Opening

Before activities begin, photos and/or videos should be taken to establish the condition of the site before use as a DMS. Important features such as structures, fences, culverts, and landscaping will be noted that can help evaluate possible damage claims made later.

Video and photographic documentation should be periodically updated to track site evolution.

Random soil samples may need to be taken, as well as water samples from existing wells. The site may also need to be checked for volatile organic compounds.

Monitoring

After activities begin, constant monitoring of air quality should take place. Soil and water samples may also need to be taken at regular intervals.

Photos, maps, and sketches of the site should be updated.

Operations that may have a bearing on site closeout should also be documented, such as petroleum spills at fueling sites, hydraulic fluid spills at equipment breakdowns, installation of water wells for stock pile cooling or dust control, and commercial/agricultural/industrial hazardous and toxic waste storage and disposal.

Close-out

Each temporary debris staging and reduction site will eventually be emptied of all material and be restored to its previous condition and use. At close-out, final testing of soil, water, and air quality should be taken and compared to original conditions. All ash should be removed and any remediation actions taken.

MONITORING DEBRIS REMOVAL

Monitoring Agency

Debris removal operations may be monitored by use of Applicant forces, contractors, or a combination of both.

Preferred debris monitors are the Applicant's own employees because they are the most familiar with the jurisdiction and know the priorities of the debris management plan.

Force account labor tends to have a vested interest in keeping debris monitoring costs to a minimum. Also, force account employee overtime costs are reimbursed based on FEMA Public Assistance Program's labor



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cost policies for emergency work. In some cases, regular force account hours may be reimbursed with FEMA approval.

The debris monitoring task may need to be outsourced to a contractor. As with any contractual arrangement, the Applicant must ensure that the contractor is meeting the performance requirements of the contract. If a contractor is hired to perform a monitoring task, the Applicant is required to ensure that the hired contractor performs satisfactorily.

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

Debris Monitoring Operations Overview

Monitoring debris removal operations achieves two objectives:

1. Verifying that the work completed by the contractor is within the scope of work stipulated in the contract.
2. Providing the required documentation for Public Assistance grant reimbursement.

The primary role for debris monitors is to document the location and amount of debris collected. The key elements of information that are needed to verify the contractor's scope of work and determine eligibility are the:

1. Type of debris collected
2. Amount of debris collected
3. Original collection location

By positioning debris monitors at each point of the operations (collection, DMS, and final disposition), the eligible scope of work can be properly documented. This will help the Applicant document and track the debris from the initial collection location to the DMS and final disposal location.

Debris Monitor Roles and Responsibilities

The debris monitor's roles and responsibilities in the field include:

1. Measure and certify truck capacities (recertify on a regular basis), when applicable
2. Complete and physically control load tickets (in monitoring towers and the field)
3. Document hazardous trees (including hangers, leaner's, and stumps)
4. Ensure that trucks are accurately credited for their load
5. Ensure that trucks are not artificially loaded to maximize reimbursement (e.g., debris is wetted; debris is fluffed - not compacted)
6. Ensure that hazardous waste is not mixed in with loads
7. Ensure that all debris is removed from trucks at the DMS/Disposal Site
8. Ensure that only debris specified in the scope of work is collected and identify work as potentially eligible or ineligible
9. Monitor site development and restoration of the DMS
10. Ensure daily loads meet permit requirements
11. Ensure that work stops immediately in an area where human remains or potential archeological deposits are discovered
12. Report the following situations or conditions to the debris project manager:



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- Improper equipment is mobilized and used
- Contractor personnel safety standards are not followed
- General public safety standards are not followed
- Completion schedules are not on target
- Debris removal work does not comply with all local ordinances, as well as state and federal regulations

Debris Monitor Tools, Products and Positions

Forms, Reports and Logs

The Debris Monitor, on behalf of the Applicant, will ensure that all monitoring Forms, Reports and Logs are complete and submitted on a daily basis to the debris project manager for final reconciliation.

Camera and GPS

Debris monitors will utilize cameras with GPS capability (and/or separate GPS units) to visually document the location of debris throughout the debris management cycle.

Disposal Site Observation Tower

Debris monitors need a way to look down into the bed of trucks and containers that are being brought to the DMS or Disposal Site. This could also be done with a monitor trained in the use of a bucket truck.

Truck Certification List

A truck certification list allows the monitor to identify the truck itself and its hauling capacity in a standardized manner. The standard list of requirements includes:

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

Load Ticket System

The term load ticket refers to the primary debris-tracking document (See **ANNEX I**). A load ticket system tracks the debris from the original collection point to the DMS or landfill.

Paper tickets (with at least four copies generated for one load of debris) or a computer generated ticket system may be used. The computer-based system should include the same information as a traditional paper load ticket.

The Debris Project Manager will identify personnel to enter information from the load tickets each day into a load ticket database if the contractor is not performing this task.

If contracted haulers are used, this ticket can verify hauling activities and be used for billing purposes.

Monitoring Positions

Load Site Monitors: These are the Debris Monitors located at the debris site collection points. They are responsible for observing and documenting debris removal activities at loading sites. Load Site Monitors should document such activity using a Daily Debris Loading Site Monitor Log and record any issues that arise using a Daily Issue Log.

Disposal Tower/Site Monitors: These are the Debris Monitors who are located at the entrance to the DMS or Disposal Site.



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Roving Monitors: These are the Debris Monitors that randomly monitor operations at the collection point, the DMS/Disposal Site, and the routes in between these locations. They will make unannounced visits to all loading and disposal sites within their assigned areas.

Training

All Debris Monitors should be trained in their positions prior to being assigned.

Specific Monitoring Operations

The following section describes methods and/or systems to monitor and document work completed by Applicant forces or contractors.

Load Site Monitors

Specific duties of the Load Site Monitor include the following:

1. Coordinate with the contractor to verify the location of the loading sites each day
2. Assist in the measurement of each truck at the beginning of debris removal operations
3. Document the truck dimensions, note the truck number, and take a picture of each truck
4. Document the type of debris loaded (e.g., vegetative, construction and demolition, etc.)
5. Ensure pictures are taken and GPS coordinates are obtained of debris associated with each load ticket
6. Complete the loading portion of the debris load ticket and sign it
7. Retain a copy of the debris load ticket and provide two copies to the driver or contractor for billing purposes
8. Submit copies of load tickets to the debris monitor at the end of each day
9. Ensure only debris that is specified by the applicant is collected for loading and hauling
10. Ensure that hazardous wastes are not mixed in with debris loads
11. Ensure that debris loads are contained properly before leaving the loading area
12. Photograph and provide a written document of any damages made to utility components, driveways, road surfaces, private property, vehicles, etc.

Disposal Tower/Site Monitors

Specific duties of the Disposal Tower/Site Monitor include the following:

1. View and take pictures of the contents of each truck/container entering the DMS/Disposal Site
2. Obtain copies of the debris load ticket that has been signed by the Load Site Monitor from the truck driver
3. Sign the completed ticket and retain a copy, give the remaining copies to the truck driver
4. Obtain copies of the weight ticket of each truck leaving the DMS/Disposal Site
5. Ensure truck/container is completely empty prior to leaving the DMS/Disposal Site. Take pictures of each empty truck/container prior to it leaving the DMS/Disposal Site as verification.
6. Spot check truck measurements by periodically measuring the dimensions of the trucks after they have unloaded the debris they were hauling
7. Submit copies of the completed, signed load tickets to the Debris Project Manager at the end of each day



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8. Complete a Tower Monitor Log to record truck information, load weights, and types of debris brought into the DMS or landfill. This log should also be used to record any issues noted for the day and provide comments concerning the day's operation.

Roving Monitors

Specific duties of a Roving Monitor include the following:

1. Assist in the measuring of all contractor trucks and trailers with the contractor's representative and take photographs of all trucks and trailers
2. Obtain and become familiar with all debris removal and disposal contracts for which they are providing oversight
3. Drive around their assigned debris management areas to observe contractor operations
4. Complete a Debris Disposal Site Monitoring Checklist for every site visited; Ensure that operations are being followed as specified in the applicable debris removal and disposal contract
5. Prepare a daily Roving Monitor Report of contractor activities observed, including photographs of activities and sites visited
6. Roving monitors will submit their written daily reports at the end of each day to the Debris Project Manager. The report will outline their observations with respect to the following:
 - a. Is the contractor using the DMS site properly with respect to layout and environmental considerations?
 - b. Has the contractor established lined temporary storage areas for ash, household hazardous wastes, and other materials that can contaminate soil and groundwater?
 - c. Has the contractor established environmental controls in equipment staging areas, fueling, and equipment repair areas to prevent and mitigate spills of petroleum products and hydraulic fluids?
 - d. Has the contractor established appropriate rodent control measures?
 - e. Are burn sites constructed and operating in accordance with the plans and requirements as stated in the contract?
 - f. Has the contractor establish procedures to mitigate:
 - **Smoke** – Are the incineration pits constructed properly and being operated according to the contract statement of work?
 - **Dust** – Are water trucks employed to keep down the dust?
 - **Noise** – Have noise abatement procedures been employed?
 - **Traffic** – Does the DMS have a suitable layout for ingress and egress to help traffic flow?

PLAN IMPLEMENTATION

This plan goes into effect once all parties listed below have approved the plan. By signing in the appropriate section, representatives of those parties signify approval of this plan in its entirety.

Once all signatures have been accomplished, this document and all its Annexes (A through M) becomes the official Debris Management Plan for the County of Kenton and the cities signatory to this plan.



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This plan shall be approved by KYEM and FEMA before being submitted for signatures from all other parties listed.

Kenton County Homeland Security Emergency Management will ensure the plan is reviewed on an annual basis. The review will take place one year from the most current signature date.

DEBRIS PLAN ANNEXES

- ANNEX A: Right of Entry Agreement
- ANNEX B: Request for Statement of Qualifications (RFQ)
- ANNEX C: Debris Contract Bid Specifications
- ANNEX D: Pre-Approved Contractor Listing
- ANNEX E: Sample Unit Price Contract
- ANNEX F: Sample Debris Removal Guidelines
- ANNEX G: Landfill Waste Restrictions
- ANNEX H: Site Selection Contact List
- ANNEX I: Sample Debris Monitoring Forms
- ANNEX J: Intergovernmental Emergency Mutual Aid Agreement
- ANNEX K: Sample Mutual Aid Agreement
- ANNEX L: Site Selection Criteria Checklist
- ANNEX M: Resource Tracking Sheet



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City of Fort Mitchell	Title	Date
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City of Fort Wright	Title	Date
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City of Independence	Title	Date
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City of Kenton Vale	Title	Date
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City of Lakeside Park	Title	Date
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City of Ludlow	Title	Date
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City of Park Hills	Title	Date
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City of Ryland Heights	Title	Date
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City of Taylor Mill	Title	Date
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City of Villa Hills	Title	Date
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City of Walton	Title	Date
Kenton County Homeland Security Emergency Management	Title	Date
Kentucky Division of Emergency Management	Title	Date
Federal Emergency Management Agency	Title	Date



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ANNEX A - RIGHT-OF-ENTRY PERMIT

(Includes Hold Harmless and Insurance Clauses)

Property Address/Description

Permit No. _____ Name (Owner or Tenant): _____

Street Address: _____

City, State, and Zip: _____ Date: _____

Right of Entry

I certify that I am the owner, or an owner's authorized agent, of the property described above. I grant, freely and without coercion, the right of access and entry to said property to Kenton County Fiscal Court, its agents, contractors, and subcontractors, for the purpose of demolishing, removing and/or clearing any or all storm-generated debris of whatever nature from the above-described property.

Hold Harmless

I understand that this permit is not an obligation upon the government to perform debris removal. I agree to hold harmless the United States Government, the Federal Emergency Management Agency (FEMA), the Commonwealth of Kentucky, the County of Kenton and any of their agencies, agents, contractors, and subcontractors, for damages of any type whatsoever, either to the above-described property or to persons situated thereon. I release, discharge, and waive any action, either legal or equitable, that might arise by reason of any action of the above entities, while removing storm-generated debris from the property. I will mark any sewer lines, septic tanks, water lines, and utilities located on the described property.

Duplication of Benefits

Most homeowner's insurance policies have coverage to pay for removal of storm-generated debris. I understand that Federal law (42 United States Code 5155 et seq.) requires me to reimburse Kenton County Fiscal Court the cost of removing the storm-generated debris to the extent covered in my insurance policy. I also understand that I must provide a copy of the proof/statement of loss from my insurance company to Kenton County Fiscal Court. If I have received payment, or when I receive payment, for debris removal from my insurance company or any other source, I agree to notify and send payment and proof/statement of loss to Kenton County Fiscal Court. I understand that all disaster related funding, including that for debris removal from private property, is subject to audit.

Sworn and attested (All owners must sign):

Witness:

Print Name _____

Print Name _____

Signature _____

Signature _____

Date _____

Date: _____

Name of Insurance Company: _____

Policy Number: _____

Please do not remove the following items: _____

(Continue on back of sheet if necessary)



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ANNEX B - REQUEST FOR STATEMENT OF QUALIFICATIONS (RFQ)

This notice will be used by Kenton County Applicant Agents to solicit and procure Firms/Businesses that may be available to remove debris within the borders of the county and/or its cities should a catastrophic event occur.

PUBLIC NOTICE

REQUEST FOR STATEMENT OF QUALIFICATIONS (RFQ)

The Applicant Agent requests Statements of Qualifications from debris removal contractors to create a list of *Pre-Qualified Debris Removal Contractors* in the Kenton County community. Debris removal contractors are required to be placed on this list to be eligible to bid on debris removal contracts for Kenton County jurisdictions in the event of a manmade or natural disaster.

Contractors wishing to be considered for inclusion on the list of Pre-Qualified Debris Removal Contractors should send seven (7) copies of a Statement of Qualifications, not exceeding ten (10) pages, to Kris Knochelmann, Kenton County Judge/Executive (1840 Simon Kenton Way, Suite 5100, Covington, KY 41011). Statements of Qualifications must be received in the office by **(Time)** on **(Day) (Month) (Year)** to be considered for review.

Contractors submitting Statements of Qualifications **MUST** include:

- Statement acknowledging that their qualifications are based on providing services under the FEMA pre-approved Debris Management Plan Bid Specifications (**Annex C**)

NOTE: This notice and the FEMA pre-approved bid specifications are provided on the county website at www.kentoncounty.org and in the local newspaper, or they may be picked up at the aforementioned office of the Judge / Executive.

- Description of the contractor's capabilities and experience in the field of debris removal
- Resume of the individual(s) who are anticipated to oversee this specific project
- Statement specifying whether or not the firm/business will be directly performing the work
- A list of similar debris removal jobs performed by the contractor (including reference information)
- Statement of ability to provide responsive service to the county and/or cities
- Statement of ability to provide electronic documentation (i.e. Excel Spreadsheet) that includes pictures and GPS location of specific debris being picked up, and electronically tracked load tickets.
- Statement of ability to electronically document daily progress including road/structure imagery, addresses, and GPS coordinates using an open source mapping program such as Google Earth.

Contractors responding to the request will be ranked according to the information submitted. It is anticipated that multiple contractors will be selected for inclusion on the list of *Pre-Qualified Debris Removal Contractors*.

Upon an event requiring debris removal, each pre-qualified contractor will be asked to submit a debris clean up bid on a per-ton basis. Debris will be picked up in the disaster area and delivered to a designated site (areas to be identified when the bid is requested) and will be weighed and placed as per bid specifications. Such bid will be submitted in a sealed envelope and marked "Debris Removal Bid" and submitted over night to the Judge/Executive's office.

Kenton County reserves the right to reject any and all responses, to waive any technicalities and to negotiate with respondent who most nearly meets the project requirements. The county is not responsible or liable for any costs incurred by consultants replying to this request.



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ANNEX C - DEBRIS CONTRACT BID SPECIFICATIONS

GENERAL

These specifications apply to the jurisdictions of Kenton County Fiscal Court, and all cities signatory to this plan. The term "Applicant Agent" will be used to refer to these entities separately and/or any combination thereof. When the term Applicant Agent is used it could apply to any and/or all jurisdictions.

The purpose of these specifications are to inform contractors of the Applicant Agent's requirements for removal and disposal of all eligible debris from Kenton County, and all cities signatory to this plan, Kentucky Rights-of-Way (ROW) and publicly owned property. The area to be included as part of the contract is located within Kenton County, Kentucky.

1.0 SERVICES.

- 1.1. The Contractor shall provide for debris removal and disposal of all eligible debris from the Applicant Agent ROW and publicly owned property.
- 1.2. The debris shall be taken to an approved dumpsite(s) indicated on the [REDACTED] located in [REDACTED], Kentucky. All necessary permits shall be obtained by the Applicant Agent.
- 1.3. The estimated amount of debris to be removed under the contract shall be determined by FEMA, **but not guaranteed**. The unit price on the individual bid schedules will be used for payment.
- 1.4. The Contractor shall document the current conditions of all roadways, sidewalks and all structures to remain in the debris removal area. A representative of the Applicant Agent shall be present during this inspection. The Contractor shall provide photographic and/or video documentation which shall be submitted to the Applicant Agent prior to beginning the work.
- 1.5. Haul and Dispose: All debris shall be hauled and disposed of in accordance with FEMA guidelines and the Kenton County Debris Management Plan (Plan attached). All roadways along the haul routes shall be documented and, where possible, State Routes shall be a priority. Transporting of debris shall be done in a safe and lawful manner.

The work shall consist of clearing, separating and removing any and all eligible debris (see definitions of eligible debris and landfill waste restrictions) from public property only, including ROW of streets and roads. Work shall include:

- 1) Examining and sorting debris to determine whether or not debris is eligible and to determine whether eligible debris will be accepted by the landfill (items containing refrigerants and also tires must be separated and will be handled by the Applicant Agent)
- 2) Loading and sorting the debris
- 3) Hauling the eligible debris to an approved dumpsite(s)

Ineligible debris shall not be loaded, hauled, or dumped under the contract. The Department of Public Works (DPW) Supervisor shall be immediately notified of any ineligible debris placed at the ROW for collection. The Contractor is liable for separating all ineligible debris handled during the life of the contract.

- 1.5.1. The Contractor shall make a maximum of three (3) passes. The Contractor may be required to leave a minimum of one weekend between each pass. The Contractor shall not move from one designated work area to another designated work area without prior approval from the DPW Supervisor.
- 1.5.2. Any eligible debris (such as fallen trees) which extends onto the ROW from private property shall be cut at the point where it enters the ROW. Only that part of the debris that lies within the ROW shall be removed. The Contractor shall not enter onto private property during the performance of



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this contract. Hazardous limbs are considered eligible debris and are defined as limbs greater than two inches in diameter that are still hanging in the tree and are threatening a public use area, such as a trail, sidewalk, road, etc. Trees in the public ROW with more than 50% of the crown broken are eligible debris and shall be removed. Holes present as a result of uprooted trees in the public ROW shall be filled to ground level. The Contractor shall not enter onto private property during the performance of the contract, unless depth of debris exceeds right-of-way.

- 1.6. Contractors shall note that a portion of the project will occur in residential areas. The contractors should exercise due care to minimize any damages to trees, shrubs, landscaping, and general property. The contractor shall repair any damages caused by the contractor's equipment in a timely manner at no expense to the Applicant Agent. The debris work area shall be left clear of debris, and as clean as reasonable and practical under the conditions of the project.
- 1.7. The contractor shall use equipment and perform work in a manner to prevent damages to Applicant Agent's infrastructure facilities and adjacent ROWs, including all landscaped areas. The contractor shall repair any damages caused by the contractor's equipment in a timely manner at no expense to the Applicant Agent. All tracked equipment shall be approved by the Applicant Agent prior to use. All loading equipment is required to operate from the street/road using buckets and/or boom and grapple devices to remove and load the debris. Any damage to private property, sidewalks, curbs, or streets shall be repaired at the expense of the contractor.
- 1.8. The Contractor shall conduct the work so as not to interfere with the disaster response and recovery activities of federal, state, and local governments or agencies, or of any public utilities.
- 1.9. The government reserves the right to inspect the site, verify quantities and review operations at any time.
- 1.10. All work shall be accomplished in a safe manner in accordance with OSHA standards.

2.0 LOAD TICKETS.

- 2.1. Load Tickets shall be used for recording the load information of debris removed for disposal. Load Tickets furnished by Bavarian Landfill are a document approved by the Applicant Agent. A copy of the Load Ticket to be used by the contractor shall be submitted for Applicant Agent approval prior to beginning work. The Load Ticket shall be a minimum of four color-coded parts, and tickets shall be sequentially numbered. An example load ticket is included as an attachment.
- 2.2. Each ticket shall contain the following information, and shall be accompanied by a photograph of the pick-up site.
 - Ticket Number
 - Contract Number
 - Date
 - Contractor Name
 - Truck or Roll-off Number (Truck and Roll-off must be decalated separately)
 - Point of Debris Collection
 - Loading Departure Time/Inspector
 - Dump Arrival Time/Inspector
 - Debris Weight
 - Tare Weight
 - Truck Driver
 - Debris Classification
 - Debris Pick-up site (Road name and GPS coordinates)
 - Dumpsite
 - Debris Eligibility (Y/N)



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- 2.3. A minimum four-part load ticket will be issued by an Applicant Agent monitor prior to transport of the debris from the loading site. The entire four-part load ticket is given to the vehicle operator. Upon arrival at the certified scales, the vehicle operator shall give the entire four-part load ticket to the Applicant Agent monitor. The Applicant Agent monitor will verify the hauler and equipment, and establish a weight of the eligible debris load. After documenting this data on the load ticket, the Applicant Agent monitor will give one copy to the vehicle operator. One copy is then given to the contractor; the original is kept by the Applicant Agent monitor, and one copy goes to FEMA.

The original weigh ticket generated at the certified scales shall be attached to the original load ticket. Both the load ticket and the weigh ticket will be submitted with the daily report and must be reconciled daily (not to exceed 24 hours).

3.0 DEBRIS CLASSIFICATION.

- 3.1. Eligible Debris: Eligible debris is considered all storm related debris located within the right of way, Applicant Agent owned properties and other areas as defined below.

All debris from storm related damage will be accepted with the exception of tires, refrigerants and hazardous materials (as outlined in Bavarian's landfill waste restrictions).

4.0 PERFORMANCE SCHEDULE.

- 4.1. The Contractor shall commence performance no less than twenty-four (24) hours after receipt of notice to proceed.
- 4.2. Prior to commencing debris removal operations a contractor shall, with the Applicant Agent's direction, provide a work plan showing where operations will begin and which streets/roads will be cleared using both 7 day and 14 day projections. The plan shall be updated every Monday.
- 4.3. All activity associated with debris operations may be performed during working hours of 7:00 AM and 7:00 PM. The contractor may work six (6) days per week, excluding Sundays and Holidays.
- 4.4. The maximum allowable time for completion will be ninety (90) calendar days, unless the Applicant Agent initiates additions or deletions to the contract by written change orders. Both parties will equitably negotiate subsequent changes in cost and completion time pursuant to all applicable local, state, and federal laws.

5.0 EQUIPMENT.

- 5.1. The Contractor is responsible for ensuring all loading and transport equipment complies with applicable federal, state, and local rules and regulations. All trucks and other equipment must be equipped with backup alarms. All hauling equipment shall be weighed and marked for its tare weight.

Any truck used to haul debris must be capable of rapidly dumping its load without the assistance of other equipment. The contractor shall provide means to rapidly unload any trailer that does not have a means for dumping.

Sideboards or other extensions to the bed are allowable per FEMA guidelines provided they meet all applicable rules and regulations, cover the front and both sides, and are constructed in a manner to withstand severe operating conditions. The sideboards are to be constructed of 2" by 6" boards or greater, and not extend more than 2 feet above the metal bedsides. All extensions are subject to acceptance or rejection by the Applicant Agent.

All trailers shall have a metal-framed exterior and a minimum of 5/8" plywood (not wafer board) interior walls.



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All equipment used to haul debris shall be equipped with a tailgate that will effectively contain the debris during transport and permit the truck to be filled to capacity. **Plastic webbing is not acceptable for a tailgate.**

The Contractor prior to use will inspect all equipment and provide the Applicant Agent proof of inspection.

- 5.2. Trucks and other heavy equipment designated for use under the contract shall be equipped with two signs, one attached to each side, furnished by the Contractor (**magnetic signs are not permitted**). The signs shall contain the following information:

- Company Name
- Truck Number
- Tare
- Inspected by and Date

An example sign is included in FEMA's Debris Management Guide.

- 5.3. Prior to commencing debris removal operations, the Contractor shall present to the DPW Supervisor all trucks, trailers, or containers that will be used for hauling debris. Each truck or trailer shall be numbered for identification. Each truck or trailer shall be weighed and clearly display the tare weight with a permanent marking. The Applicant Agent may, at any time, request that the trucks be re-weighed. The Contractor shall notify the DPW Supervisor each time a new truck, trailer, or container is to be used under the contract.

- 5.4. Trucks or equipment which are designated for use under the contract shall not be used for any other work during the working hours of the contract. The Contractor shall not solicit work from private citizens or others to be performed in the designated work area during the period of the contract. **Under no circumstances will the Contractor mix debris hauled for others with debris hauled under the contract.**

- 5.5. Loading equipment used under the contract shall be rubber tired and sized properly to fit loading conditions. Excessive size loading equipment (6 CY and up) and non-rubber tired equipment must be approved by the DPW Supervisor.

6.0 REPORTING.

- 6.1. The Contractor shall submit an electronic report to the Applicant Agent during each day of the term of the contract. A daily operational report shall contain, at a minimum, the following information:

- Contractor's Name
- Contract Number
- Crew
- Location of work
- Day of Report
- Daily and cumulative totals of debris removed, by category
- Photographs of debris pick-up sites
- GPS coordinates of pick-up sites
- Map showing roads covered and individual pick-up sites
- Truck and Equipment

- 6.2. Discrepancies between the daily report and the corresponding weigh tickets shall be reconciled no later than the following day.

- 6.3. The contractor shall provide electronic documentation (such as an Excel Spreadsheet) that includes pictures of specific debris that was picked up, GPS location for each load of debris, and electronically tracked load tickets. The contractor shall also provide electronic documentation that shows daily



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progress including road/structure imagery, addresses, and GPS coordinates using an open source mapping program such as Google Earth.

7.0 OTHER CONSIDERATIONS.

- 7.1. 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, personnel, taxes, and fees necessary to perform under the terms of the contract.
- 7.2. The Contractor shall be duly licensed in accordance with the city's, state's and Applicant Agent's statutory requirements to perform the work.
- 7.3. The Contractor shall be responsible for taking corrective action in response to any notices of violations issued as a result of the Contractors or any subcontractors' actions or operations during the performance of the contract. Corrections for any such violations shall be at no additional cost to the Applicant Agent.
- 7.4. The Contractor shall be responsible for control of pedestrian and vehicular traffic in the work area. The Contractor shall provide all flag persons, signs, equipment, and other devices necessary to meet federal, state, and local requirements. The traffic control personnel and equipment shall be in addition to the personnel and equipment required in other parts of the contract. At a minimum, one flag person should be posted at each approach to the work area. Work shall be accomplished in a safe manner in accordance with OSHA standards.
- 7.5. The Contractor is responsible for obtaining all applicable environmental and regulatory permits prior to the contractor commencing operations.
- 7.6. The Contractor is responsible for dust control, and shall be in compliance with all state and local laws for dust control.
- 7.7. The Applicant Agent may suspend contractor operations due to inclement weather. The performance period may be extended for weather delays.
- 7.8. The Contractor shall employ as many local residents and subcontractors as possible as part of the contract.

8.0 FINAL DISPOSITION.

- 8.1. Landfill disposal fees are the responsibility of the Applicant Agent.

9.0 MEASUREMENT.

- 9.1. Measurement for all debris removed will be by the ton, as determined by the eligible debris delivered to the certified scales minus the tare weight, and as supported by the weigh ticket. Measurement shall be documented by the weigh ticket.

10.0 INSURANCE.

- 10.1. Prior to signing of contract, contractor agrees to furnish the Applicant Agent with all applicable Certificates Of Insurance. Within 24 hours following signing of contract, contractor shall provide copies of insurance policies including all endorsements.
- 10.2. The Contractor shall save and hold the Applicant Agent, its agents, and employees harmless from and against all liability, claims, and demands on account of personal injuries (including without limitation workmen's compensation and death claims) or property loss or damages of any kind whatsoever, which arise out of or be in any manner connected with, or are claimed to arise out of or be in any manner connected with, the performance of the contract, regardless of whether such injury, loss or damage



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shall be caused by, or be claimed to be caused by, the negligence or other fault of the Contractor, any subcontractor, agent or employee.

11.0 PAYMENT.

- 11.1. Payment for work completed may be invoiced on a semi-monthly basis. Invoices will be based on reconciled weigh tickets from the daily operational reports. Payment of any subcontractor is the sole responsibility of the primary contractor.
- 11.2. Time is of the essence to the performance hereunder and the Applicant Agent shall recover from the Contractor any delay costs caused by the acts or omissions of the contractor or its agents. Except as otherwise provided herein, payment shall be made for actual work accepted and completed. If the Contractor has not been paid within thirty days following the date of hand delivery to the Applicant Agent's authorized agent of said invoice, the Contractor shall also be paid a late payment charge consisting of interest calculated at the rate of one and one-half percent per month, calculated from the expiration of the thirty day period until fully paid. Payment made is based on the post mark date or hand delivery date. No late payment interest shall be due and owing for payments withheld in good faith for reasonable cause.
- 11.3. For reasonable cause, and/or when satisfactory progress has not been achieved by the contractor during any period for which a payment is to be made, the Applicant Agent's authorized agent shall hold 10% retainage until substantial completion of the contract value to insure performance of the contract. After substantial completion, retainage may be reduced to 5% until project closeout. Said cause and progress shall be determined by the Applicant Agent's authorized agent, in his sole discretion, based on his assessment of any past performance of the Contractor and the likelihood that such performance will continue. Upon completion of all contract requirements, retained amounts shall be paid promptly less any offsets or deductions authorized hereunder or by law.
- 11.4. The Applicant Agent may withhold payment or final payment for reasons including, but not limited to, the following:
 - Unsatisfactory job performance or progress
 - Defective or disputed work
 - Failure to comply with material provisions of the contract
 - Third party claims filed, or reasonable evidence that a claim will be filed
 - Any other reasonable cause.
- 11.5. Final payment, less any offsets or deductions authorized hereunder or by law, shall be made within thirty days of the certification of completion of the project by the Applicant Agent's authorized agent provided the Contractor has completed filing of all contractually required documents and certifications with the Applicant Agent's authorized agent including acceptable evidence of the satisfaction of all claims or liens.

NOTE: Does not include claims between contractor and any of their subcontractors - the contractor is responsible for all claims made by any of their subcontractors.

12.0 CHANGES, ADDITIONS, DEDUCTIONS, AND EXTRA WORK.

- 12.1. The Applicant Agent may authorize changes, additions or deductions from the work to be performed by written notice to the Contractor. No extra work shall be done, or any obligation incurred, except upon written order by the Applicant Agent. If any change causes an increase or decrease in the Contractor's cost of, or the time required for, the performance of any part of the work under the contract, the Applicant Agent shall make an equitable adjustment and modify the contract in writing.



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13.0 TERMINATION OF CONTRACT.

- 13.1 The contract may be terminated in writing at any time without cause for the convenience of the Applicant Agent. If this clause is executed, the Applicant Agent agrees to pay the contractor for all work completed through the termination date, as well as any demobilization costs that may have been part of the original contract.
- 13.2 The contract shall be terminated for cause if the Contractor defaults in the performance of any of the terms hereof, including but not limited to: unsatisfactory job performance or progress, defective work, disputed work, failure to comply with material provisions of the contract, third party claims filed or reasonable evidence that a claim will be filed, or other reasonable cause; or otherwise fails to correct any other deficiency identified by the Applicant Agent within 24 hours of delivery of notice of said deficiency. The Applicant Agent retains all other legal or equitable rights or remedies existing as a result of said default, including but not limited to any legal process necessary to obtain any sureties securing this contract. Any reasonable attorney's fee incurred in enforcing this contract will not exceed 5% of said contract price.

14.0 WARRANTIES AND REPRESENTATIONS.

- 14.1. The contract is binding upon and inures to the benefit of the Applicant Agent or Assigns and is the whole agreement of the parties and governed by the Law of the State of Kentucky. The appropriate venue for any litigation resulting hereunder is the Kenton Circuit Court, Kentucky.
- 14.2. The Contractor shall comply with all Federal, State, Applicant Agent, and municipal laws, ordinances, and regulations. The Contractor shall not discriminate against any employee or applicant due to sex, race, color, creed, national origin or ancestry.
- 14.3. The Contractor certifies he is eligible to perform the contract under local and Federal law, is not now and has never been debarred from performing Federal or State government contracts, and that all subcontractors used in the performance of this contract have the same qualifications.

15.0 DEFICIENCIES, CORRECTIVE ACTIONS AND DEDUCTIONS.

- 15.1. When the Contractor's work does not conform to the Contract requirements completely, a deficiency exists. If a deficiency(s) is serious enough to render a service unacceptable, it is also considered a defect. Defects are important in determining if non-compliance levels have been exceeded for services inspected.
- 15.2. Corrective Actions: If deficiencies are identified, the Applicant Agent must take action to correct those deficiencies using one, or in some cases a combination of, the following:
 - 15.2.1. **Stop Unsafe Work** – The DPW may immediately stop work on that portion of the job affected by a safety hazard, until it is corrected.
 - 15.2.2. **Issue a Stop Work Order** – If the DPW Supervisor determines the deficiency is serious, the Applicant Agent can issue a stop work order.
 - 15.2.3. **Reduced Value Deduction** – The Applicant Agent may reduce the Contract price to reflect the reduced value of the services performed. This method is normally used when the work is performed by the, Applicant Agent, or another contractor rather than the Contractor under the contract. The amount of the deduction is equal to the value of the service(s) not performed.
 - 15.2.4. **Termination** – The Contract may be terminated.
- 15.3. The Applicant Agent may discuss corrective actions with the Contractor to prevent future occurrences.
- 15.4. The contractor shall be responsible for abiding by all Federal, State and local laws. If the Applicant Agent or DPW observes non-compliance of these laws, the Applicant Agent will notify the Contractor



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in writing. Such notice, when delivered to the Contractor at the site of the work, shall be deemed sufficient for the purpose of work stoppage until the actions are corrected. After receipt of such notice, contractor will immediately inform the Applicant Agent/DPW Supervisor of proposed corrective action, and take such action as may be approved. If the Contractor fails or refuses to comply promptly, the Applicant Agent/DPW Supervisor may issue an order stopping all or part of the work until satisfactory corrective action has been taken. No part of the time lost due to any such stop orders shall be made the subject of a claim for extension of time, or for excess costs or damages by the Contractor.

16.0 NOTICES.

- 16.1. At the time of award, the Contractor shall designate in writing, including all contact information, an Applicant Agent Representative to receive any Notice required hereunder and who shall be available at the local work site in Kenton County, Kentucky, during all times that the Contractor is performing work in accordance herewith. A copy of said designation shall be provided to the Applicant Agent at the time of award.
- 16.2. The only Applicant Agent personnel authorized to receive any Notice required hereunder is the Applicant Agent or DPW Supervisor. Said Notice must be hand delivered during normal business hours to the location designated by the Applicant Agent.

17.0 OTHER CONTRACTS.

- 17.1. The Applicant Agent reserves the right to issue other contracts or direct other contractors to work within the area included in the contract.

18.0 ENCLOSURES/ATTACHMENTS.

- Example Daily Operational Report
- Example Load Ticket
- Example Truck Placard
- Landfill Location Map

19.0 ACCEPTANCE OF A CONTRACT.

- 19.1. The Contractor shall provide all the documentation required of the contract within the specified time limit, and provide a list of all Sub-Contracts and Proof of Insurance of all Sub- Contractors being used under the contract.
- 19.2. The Contractor shall provide the Applicant Agent the required insurance certificate(s) with a clause that shows Indemnity and Hold Harmless from injuries, damages, or losses caused by the negligent actions of the Contractor or its Employees to the Applicant Agent.
- 19.3. The Contractor shall provide proof of adequate insurance that covers any and all liability arising from the debris removal process and proof of Workman's Compensation as required by the State of Kentucky.

As agreed upon by the Applicant Agent and _____ (Contractor Name).

Local sub-contractors and individuals will be used, to the extent possible, during this debris removal project.

The Contractor agrees to complete the work in a professional, workmanlike manner and within the scope of work guidelines set forth above based on the unit pricing submitted by the contractor.



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DEBRIS CONTRACT BID SPECIFICATIONS - ATTACHMENT 1

EXAMPLE DAILY OPERATIONAL REPORT

CONTRACT NO. _____

DAILY REPORT					
CONTRACTOR:				DATE OF REPORT:	
CONTRACT NO:					
Truck No.	Location of Work	Landfill Trips	Tonnage Totals	Local Collection	Tonnage Totals
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					
DAILY TOTALS:					



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DEBRIS CONTRACT BID SPECIFICATIONS - ATTACHMENT 2

LOAD TICKET SAMPLE

LOAD TICKET		
TICKET NUMBER:		
CONTRACT NUMBER		
CONTRACTOR		
DATE:		
DEBRIS QUANTITY		
Truck No:	Tare Weight (ton):	
Load Size (Tons):		
Truck Driver:		
DEBRIS CLASSIFICATION		
	Burnable	
	Non-Burnable	
	Mixed	
	Other	
LOCATION		
Section/Area:	Dumpsite	
	Time	Inspector
Loading		
Dumping		
Eligible Debris? (Y/N):	Original: [County] [City] [State] Yellow: Contractor Pink: Driver Gold: FEMA	

Note: This is a four- part Form: Original goes to the Applicant Agent; Yellow to the Contractor; Pink to the Driver; Gold to FEMA



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DEBRIS CONTRACT BID SPECIFICATIONS - ATTACHMENT 3
SAMPLE TRUCK PLACARD

<hr/> <p>Company Name</p>
<hr/> <p>Truck Number</p>
<hr/> <p>Tare Weight</p>
<hr/> <p>Weighed by and Date</p>

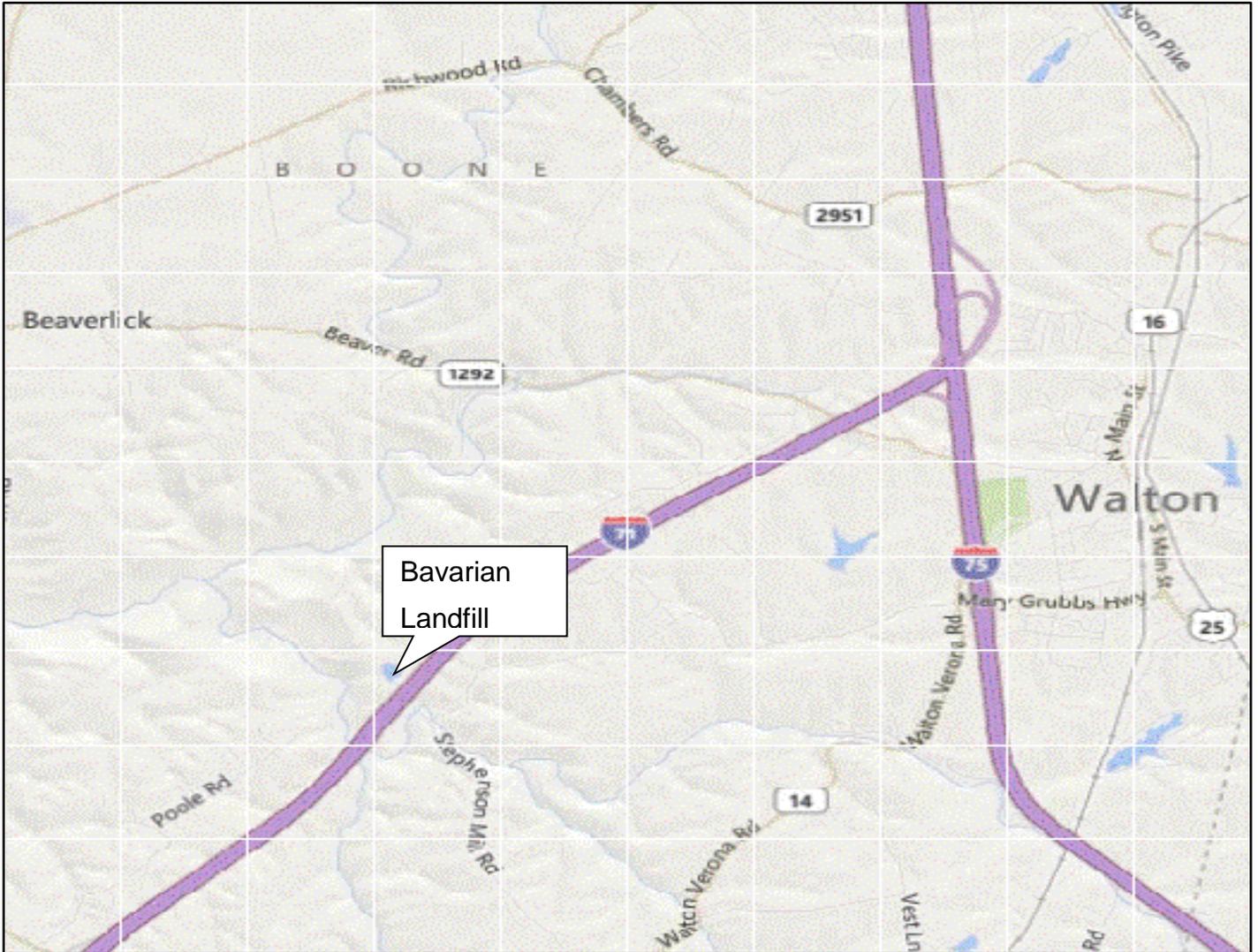


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DEBRIS CONTRACT BID SPECIFICATIONS - ATTACHMENT 4

Bavarian Landfill Location Map





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ANNEX D - Pre-Approved Contractor Listing

Should a catastrophic event take place, the following is a list of Firms/Businesses and their contact information that have submitted qualifications for the removal of debris within the boundaries of Kenton County. The firms/businesses are listed below according to their initial scoring with the number (1) one firm/business scoring the highest, number (2) scoring second, etc.

1. Name of Firm/Business: Phillips Management and Consulting LLC
Contact Person: Bobby Phillips
Address: 6911 Coleman Cove, Walls, MS 38680
Phone: 870-476-9019
Cell:
Email: qbphillipspmc@gmail.com
2. Name of Firm/Business: Crowder Gulf
Contact Person: John Campbell
Address: 5435 Business Parkway, Theodore, AL 36582
Phone: 800-992-6207
Cell: 859-963-8672
Email: icampbell@crowdergulf.com
3. Name of Firm/Business: Phillips and Jordan
Contact Person: Mike Hardwood
Address: 10201 Parkside Dr, Suite 300, Knoxville, TN 37922
Phone: 865-688-8342
Cell: 865-392-3082
Email: mharwood@pandj.com
4. Name of Firm/Business: Ceres Environmental
Contact Person: Gail Hanscom
Address: 6960 Professional Pkwy. East, Sarasota, FL, 34240
Phone: 800-218-4424
Cell:
Email: gail.hanscom@ceresenv.com



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ANNEX E - SAMPLE CONTRACT FOR DEBRIS REMOVAL UNIT PRICE BY TONNAGE

CONTRACT NUMBER _____

GENERAL

This contract applies to the jurisdiction of the Kenton County Fiscal Court; or the City of _____ . The term "Applicant Agent" will be used to refer to these entities separately and/or any combination thereof. When the term Applicant Agent is used it could apply to any and/or all jurisdictions.

The purpose of this document is to contract for removal and disposal of all eligible debris from the Applicant Agent of Kenton County, or City of _____ , Kentucky Rights-of-Way (ROW) and publicly owned property. The area included as part of this contract is located within Kenton County, Kentucky.

1.0 SERVICES.

- 1.1. The Contractor shall provide for debris removal and disposal of all eligible debris from the Applicant Agent ROW and publicly owned property.
- 1.2. The debris shall be taken to an approved dumpsite(s) indicated on the _____ located in _____ , Kentucky. All necessary permits shall be obtained by the Applicant Agent.
- 1.3. The estimated amount of debris to be removed under the contract shall be determined by FEMA, **but not guaranteed**. The unit price on the individual bid schedules will be used for payment.
- 1.4. The Contractor shall document the current conditions of all roadways, sidewalks and all structures to remain in the debris removal area. A representative of the Applicant Agent shall be present during this inspection. The Contractor shall provide photographic and/or video documentation which shall be submitted to the Applicant Agent prior to beginning the work.
- 1.5. Haul and Dispose: All debris shall be hauled and disposed of in accordance with FEMA guidelines and the Kenton County Debris Management Plan (Plan attached). All roadways along the haul routes shall be documented and, where possible, State Routes shall be a priority. Transporting of debris shall be done in a safe and lawful manner.

The work shall consist of clearing, separating and removing any and all eligible debris (see definitions of eligible debris and landfill waste restrictions) from public property only, including ROW of streets and roads. Work shall include:

- 1) Examining and sorting debris to determine whether or not debris is eligible and to determine whether eligible debris will be accepted by the landfill (items containing refrigerants and also tires must be separated and will be handled by the Applicant Agent)
- 2) Loading and sorting the debris
- 3) Hauling the eligible debris to an approved dumpsite(s)

Ineligible debris shall not be loaded, hauled, or dumped under the contract. The Department of Public Works (DPW) Supervisor shall be immediately notified of any ineligible debris placed at the ROW for collection. The Contractor is liable for separating all ineligible debris handled during the life of the contract.

- 1.5.1. The Contractor shall make a maximum of three (3) passes. The Contractor may be required to leave a minimum of one weekend between each pass. The Contractor shall not move from one designated work area to another designated work area without prior approval from the DPW Supervisor.
- 1.5.2. Any eligible debris (such as fallen trees) which extends onto the ROW from private property shall be cut at the point where it enters the ROW. Only that part of the debris that lies within the ROW shall be removed. The Contractor shall not enter onto private property during the performance of



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this contract. Hazardous limbs are considered eligible debris and are defined as limbs greater than two inches in diameter that are still hanging in the tree and are threatening a public use area, such as a trail, sidewalk, road, etc. Trees in the public ROW with more than 50% of the crown broken are eligible debris and shall be removed. Holes present as a result of uprooted trees in the public ROW shall be filled to ground level. The Contractor shall not enter onto private property during the performance of the contract, unless depth of debris exceeds right-of-way.

- 1.6. Contractors shall note that a portion of the project will occur in residential areas. The contractors should exercise due care to minimize any damages to trees, shrubs, landscaping, and general property. The contractor shall repair any damages caused by the contractor's equipment in a timely manner at no expense to the Applicant Agent. The debris work area shall be left clear of debris, and as clean as reasonable and practical under the conditions of the project.
- 1.7. The contractor shall use equipment and perform work in a manner to prevent damages to Applicant Agent's infrastructure facilities and adjacent ROWs, including all landscaped areas. The contractor shall repair any damages caused by the contractor's equipment in a timely manner at no expense to the Applicant Agent. All tracked equipment shall be approved by the Applicant Agent prior to use. All loading equipment is required to operate from the street/road using buckets and/or boom and grapple devices to remove and load the debris. Any damage to private property, sidewalks, curbs, or streets shall be repaired at the expense of the contractor.
- 1.8. The Contractor shall conduct the work so as not to interfere with the disaster response and recovery activities of federal, state, and local governments or agencies, or of any public utilities.
- 1.9. The government reserves the right to inspect the site, verify quantities and review operations at any time.
- 1.10. All work shall be accomplished in a safe manner in accordance with OSHA standards.

2.0 LOAD TICKETS.

- 2.1. Load Tickets shall be used for recording the load information of debris removed for disposal. Load Tickets furnished by Bavarian Landfill are a document approved by the Applicant Agent. A copy of the Load Ticket to be used by the contractor shall be submitted for Applicant Agent approval prior to beginning work. The Load Ticket shall be a minimum of four color-coded parts, and tickets shall be sequentially numbered. An example load ticket is included as an attachment.
- 2.2. Each ticket shall contain the following information, and shall be accompanied by a photograph of the pick-up site.
 - Ticket Number
 - Contract Number
 - Date
 - Contractor Name
 - Truck or Roll-off Number (Truck and Roll-off must be decalated separately)
 - Point of Debris Collection
 - Loading Departure Time/Inspector
 - Dump Arrival Time/Inspector
 - Debris Weight
 - Tare Weight
 - Truck Driver
 - Debris Classification
 - Debris Pick-up site (Road name and GPS coordinates)
 - Dumpsite
 - Debris Eligibility (Y/N)



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- 2.3. A minimum four-part load ticket will be issued by an Applicant Agent monitor prior to transport of the debris from the loading site. The entire four-part load ticket is given to the vehicle operator. Upon arrival at the certified scales, the vehicle operator shall give the entire four-part load ticket to the Applicant Agent monitor. The Applicant Agent monitor will verify the hauler and equipment, and establish a weight of the eligible debris load. After documenting this data on the load ticket, the Applicant Agent monitor will give one copy to the vehicle operator. One copy is then given to the contractor; the original is kept by the Applicant Agent monitor, and one copy goes to FEMA.

The original weigh ticket generated at the certified scales shall be attached to the original load ticket. Both the load ticket and the weigh ticket will be submitted with the daily report and must be reconciled daily (not to exceed 24 hours).

3.0 DEBRIS CLASSIFICATION.

- 3.1. Eligible Debris: Eligible debris is considered all storm related debris located within the right of way, Applicant Agent owned properties and other areas as defined below.

All debris from storm related damage will be accepted with the exception of tires, refrigerants and hazardous materials (as outlined in Bavarian's landfill waste restrictions).

4.0 PERFORMANCE SCHEDULE.

- 4.1. The Contractor shall commence performance no less than twenty-four (24) hours after receipt of notice to proceed.
- 4.2. Prior to commencing debris removal operations a contractor shall, with the Applicant Agent's direction, provide a work plan showing where operations will begin and which streets/roads will be cleared using both 7 day and 14 day projections. The plan shall be updated every Monday.
- 4.3. All activity associated with debris operations may be performed during working hours of 7:00 AM and 7:00 PM. The contractor may work six (6) days per week, excluding Sundays and Holidays.
- 4.4. The maximum allowable time for completion will be ninety (90) calendar days, unless the Applicant Agent initiates additions or deletions to the contract by written change orders. Both parties will equitably negotiate subsequent changes in cost and completion time pursuant to all applicable local, state, and federal laws.

5.0 EQUIPMENT.

- 5.1. The Contractor is responsible for ensuring all loading and transport equipment complies with applicable federal, state, and local rules and regulations. All trucks and other equipment must be equipped with backup alarms. All hauling equipment shall be weighed and marked for its tare weight.

Any truck used to haul debris must be capable of rapidly dumping its load without the assistance of other equipment. The contractor shall provide means to rapidly unload any trailer that does not have a means for dumping.

Sideboards or other extensions to the bed are allowable per FEMA guidelines provided they meet all applicable rules and regulations, cover the front and both sides, and are constructed in a manner to withstand severe operating conditions. The sideboards are to be constructed of 2" by 6" boards or greater, and not extend more than 2 feet above the metal bedsides. All extensions are subject to acceptance or rejection by the Applicant Agent.

All trailers shall have a metal-framed exterior and a minimum of 5/8" plywood (not wafer board) interior walls.



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All equipment used to haul debris shall be equipped with a tailgate that will effectively contain the debris during transport and permit the truck to be filled to capacity. **Plastic webbing is not acceptable for a tailgate.**

The Contractor prior to use will inspect all equipment and provide the Applicant Agent proof of inspection.

- 5.2. Trucks and other heavy equipment designated for use under the contract shall be equipped with two signs, one attached to each side, furnished by the Contractor (**magnetic signs are not permitted**). The signs shall contain the following information:

- Company Name
- Truck Number
- Tare
- Inspected by and Date

An example sign is included in FEMA's Debris Management Guide.

- 5.3. Prior to commencing debris removal operations, the Contractor shall present to the DPW Supervisor all trucks, trailers, or containers that will be used for hauling debris. Each truck or trailer shall be numbered for identification. Each truck or trailer shall be weighed and clearly display the tare weight with a permanent marking. The Applicant Agent may, at any time, request that the trucks be re-weighed. The Contractor shall notify the DPW Supervisor each time a new truck, trailer, or container is to be used under the contract.

- 5.4. Trucks or equipment which are designated for use under the contract shall not be used for any other work during the working hours of the contract. The Contractor shall not solicit work from private citizens or others to be performed in the designated work area during the period of the contract. **Under no circumstances will the Contractor mix debris hauled for others with debris hauled under the contract.**

- 5.5. Loading equipment used under the contract shall be rubber tired and sized properly to fit loading conditions. Excessive size loading equipment (6 CY and up) and non-rubber tired equipment must be approved by the DPW Supervisor.

6.0 REPORTING.

- 6.1. The Contractor shall submit an electronic report to the Applicant Agent during each day of the term of the contract. A daily operational report shall contain, at a minimum, the following information:

- Contractor's Name
- Contract Number
- Crew
- Location of work
- Day of Report
- Daily and cumulative totals of debris removed, by category
- Photographs of debris pick-up sites
- GPS coordinates of pick-up sites
- Map showing roads covered and individual pick-up sites
- Truck and Equipment

- 6.2. Discrepancies between the daily report and the corresponding weigh tickets shall be reconciled no later than the following day.

- 6.3. The contractor shall provide electronic documentation (such as an Excel Spreadsheet) that includes pictures of specific debris that was picked up, GPS location for each load of debris, and electronically tracked load tickets. The contractor shall also provide electronic documentation that shows daily



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progress including road / structure imagery, addresses, and GPS coordinates using an open source mapping program such as Google Earth.

7.0 OTHER CONSIDERATIONS.

- 7.1. 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, personnel, taxes, and fees necessary to perform under the terms of the contract.
- 7.2. The Contractor shall be duly licensed in accordance with the city's, state's and Applicant Agent's statutory requirements to perform the work.
- 7.3. The Contractor shall be responsible for taking corrective action in response to any notices of violations issued as a result of the Contractors or any subcontractors' actions or operations during the performance of the contract. Corrections for any such violations shall be at no additional cost to the Applicant Agent.
- 7.4. The Contractor shall be responsible for control of pedestrian and vehicular traffic in the work area. The Contractor shall provide all flag persons, signs, equipment, and other devices necessary to meet federal, state, and local requirements. The traffic control personnel and equipment shall be in addition to the personnel and equipment required in other parts of the contract. At a minimum, one flag person should be posted at each approach to the work area. Work shall be accomplished in a safe manner in accordance with OSHA standards.
- 7.5. The Contractor is responsible for obtaining all applicable environmental and regulatory permits prior to the contractor commencing operations.
- 7.6. The Contractor is responsible for dust control, and shall be in compliance with all state and local laws for dust control.
- 7.7. The Applicant Agent may suspend contractor operations due to inclement weather. The performance period may be extended for weather delays.
- 7.8. The Contractor shall employ as many local residents and subcontractors as possible as part of the contract.

8.0 FINAL DISPOSITION.

- 8.1. Landfill disposal fees are the responsibility of the Applicant Agent.

9.0 MEASUREMENT.

- 9.1. Measurement for all debris removed will be by the ton, as determined by the eligible debris delivered to the certified scales minus the tare weight, and as supported by the weigh ticket. Measurement shall be documented by the weigh ticket.

10.0 INSURANCE.

- 10.1. Prior to signing of contract, contractor agrees to furnish the Applicant Agent with all applicable Certificates Of Insurance. Within 24 hours following signing of contract, contractor shall provide copies of insurance policies including all endorsements.
- 10.2. The Contractor shall save and hold the Applicant Agent, its agents, and employees harmless from and against all liability, claims, and demands on account of personal injuries (including without limitation workmen's compensation and death claims) or property loss or damages of any kind whatsoever, which arise out of or be in any manner connected with, or are claimed to arise out of or be in any manner connected with, the performance of the contract, regardless of whether such injury, loss or damage



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shall be caused by, or be claimed to be caused by, the negligence or other fault of the Contractor, any subcontractor, agent or employee.

11.0 PAYMENT.

- 11.1. Payment for work completed may be invoiced on a semi-monthly basis. Invoices will be based on reconciled weigh tickets from the daily operational reports. Payment of any subcontractor is the sole responsibility of the primary contractor.
- 11.2. Time is of the essence to the performance hereunder and the Applicant Agent shall recover from the Contractor any delay costs caused by the acts or omissions of the contractor or its agents. Except as otherwise provided herein, payment shall be made for actual work accepted and completed. If the Contractor has not been paid within thirty days following the date of hand delivery to the Applicant Agent's authorized agent of said invoice, the Contractor shall also be paid a late payment charge consisting of interest calculated at the rate of one and one-half percent per month, calculated from the expiration of the thirty day period until fully paid. Payment made is based on the post mark date or hand delivery date. No late payment interest shall be due and owing for payments withheld in good faith for reasonable cause.
- 11.3. For reasonable cause, and/or when satisfactory progress has not been achieved by the contractor during any period for which a payment is to be made, the Applicant Agent's authorized agent shall hold 10% retainage until substantial completion of the contract value to insure performance of the contract. After substantial completion, retainage may be reduced to 5% until project closeout. Said cause and progress shall be determined by the Applicant Agent's authorized agent, in his sole discretion, based on his assessment of any past performance of the Contractor and the likelihood that such performance will continue. Upon completion of all contract requirements, retained amounts shall be paid promptly less any offsets or deductions authorized hereunder or by law.
- 11.4. The Applicant Agent may withhold payment or final payment for reasons including, but not limited to, the following:
 - Unsatisfactory job performance or progress
 - Defective or disputed work
 - Failure to comply with material provisions of the contract
 - Third party claims filed, or reasonable evidence that a claim will be filed
 - Any other reasonable cause.
- 11.5. Final payment, less any offsets or deductions authorized hereunder or by law, shall be made within thirty days of the certification of completion of the project by the Applicant Agent's authorized agent provided the Contractor has completed filing of all contractually required documents and certifications with the Applicant Agent's authorized agent including acceptable evidence of the satisfaction of all claims or liens.

NOTE: Does not include claims between contractor and any of their subcontractors - Contractor is responsible for all claims made by any of their subcontractors.

12.0 CHANGES, ADDITIONS, DEDUCTIONS, AND EXTRA WORK.

- 12.1. The Applicant Agent may authorize changes, additions or deductions from the work to be performed by written notice to the Contractor. No extra work shall be done, or any obligation incurred, except upon written order by the Applicant Agent. If any change causes an increase or decrease in the Contractor's cost of, or the time required for, the performance of any part of the work under the contract, the Applicant Agent shall make an equitable adjustment and modify the contract in writing.



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13.0 TERMINATION OF CONTRACT.

- 13.1 The contract may be terminated in writing at any time without cause for the convenience of the Applicant Agent. If this clause is executed, the Applicant Agent agrees to pay the contractor for all work completed through the termination date, as well as any demobilization costs that may have been part of the original contract.
- 13.2 The contract shall be terminated for cause if the Contractor defaults in the performance of any of the terms hereof, including but not limited to: unsatisfactory job performance or progress, defective work, disputed work, failure to comply with material provisions of the contract, third party claims filed or reasonable evidence that a claim will be filed, or other reasonable cause; or otherwise fails to correct any other deficiency identified by the Applicant Agent within 24 hours of delivery of notice of said deficiency. The Applicant Agent retains all other legal or equitable rights or remedies existing as a result of said default, including but not limited to any legal process necessary to obtain any sureties securing this contract. Any reasonable attorney's fee incurred in enforcing this contract will not exceed 5% of said contract price.

14.0 WARRANTIES AND REPRESENTATIONS.

- 14.1. The contract is binding upon and inures to the benefit of the Applicant Agent or Assigns and is the whole agreement of the parties and governed by the Law of the State of Kentucky. The appropriate venue for any litigation resulting hereunder is the Kenton Circuit Court, Kentucky.
- 14.2. The Contractor shall comply with all Federal, State, Applicant Agent, and municipal laws, ordinances, and regulations. The Contractor shall not discriminate against any employee or applicant due to sex, race, color, creed, national origin or ancestry.
- 14.3. The Contractor certifies he is eligible to perform the contract under local and Federal law, is not now and has never been debarred from performing Federal or State government contracts, and that all subcontractors used in the performance of this contract have the same qualifications.

15.0 DEFICIENCIES, CORRECTIVE ACTIONS AND DEDUCTIONS.

- 15.1. When the Contractor's work does not conform to the Contract requirements completely, a deficiency exists. If a deficiency(s) is serious enough to render a service unacceptable, it is also considered a defect. Defects are important in determining if non-compliance levels have been exceeded for services inspected.
- 15.2. Corrective Actions: If deficiencies are identified, the Applicant Agent must take action to correct those deficiencies using one, or in some cases a combination of, the following:
 - 15.2.1. **Stop Unsafe Work** – The DPW may immediately stop work on that portion of the job affected by a safety hazard, until it is corrected.
 - 15.2.2. **Issue a Stop Work Order** – If the DPW Supervisor determines the deficiency is serious, the Applicant Agent can issue a stop work order.
 - 15.2.3. **Reduced Value Deduction** – The Applicant Agent may reduce the Contract price to reflect the reduced value of the services performed. This method is normally used when the work is performed by the, Applicant Agent, or another contractor rather than the Contractor under the contract. The amount of the deduction is equal to the value of the service(s) not performed.
 - 15.2.4. **Termination** – The Contract may be terminated.
- 15.3. The Applicant Agent may discuss corrective actions with the Contractor to prevent future occurrences.
- 15.4. The contractor shall be responsible for abiding by all Federal, State and local laws. If the Applicant Agent or DPW observes non-compliance of these laws, the Applicant Agent will notify the Contractor



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in writing. Such notice, when delivered to the Contractor at the site of the work, shall be deemed sufficient for the purpose of work stoppage until the actions are corrected. After receipt of such notice, contractor will immediately inform the Applicant Agent/DPW Supervisor of proposed corrective action, and take such action as may be approved. If the Contractor fails or refuses to comply promptly, the Applicant Agent/DPW Supervisor may issue an order stopping all or part of the work until satisfactory corrective action has been taken. No part of the time lost due to any such stop orders shall be made the subject of a claim for extension of time, or for excess costs or damages by the Contractor.

16.0 NOTICES.

- 16.1. At the time of award, the Contractor shall designate in writing, including all contact information, an Applicant Agent Representative to receive any Notice required hereunder and who shall be available at the local work site in Kenton County, Kentucky, during all times that the Contractor is performing work in accordance herewith. A copy of said designation shall be provided to the Applicant Agent at the time of award.
- 16.2. The only Applicant Agent personnel authorized to receive any Notice required hereunder is the Applicant Agent or DPW Supervisor. Said Notice must be hand delivered during normal business hours to the location designated by the Applicant Agent.

17.0 OTHER CONTRACTS.

- 17.1. The Applicant Agent reserves the right to issue other contracts or direct other contractors to work within the area included in the contract.

18.0 ENCLOSURES/ATTACHMENTS.

- Example Daily Operational Report
- Example Load Ticket
- Example Truck Placard
- Landfill Location Map

19.0 ACCEPTANCE OF A CONTRACT.

- 19.1. The Contractor shall provide all the documentation required of the contract within the specified time limit, and provide a list of all Sub-Contracts and Proof of Insurance of all Sub- Contractors being used under the contract.
- 19.2. The Contractor shall provide the Applicant Agent the required insurance certificate(s) with a clause that shows Indemnity and Hold Harmless from injuries, damages, or losses caused by the negligent actions of the Contractor or its Employees to the Applicant Agent.
- 19.3. The Contractor shall provide proof of adequate insurance that covers any and all liability arising from the debris removal process and proof of Workman’s Compensation as required by the State of Kentucky.

As agreed upon by the Applicant Agent and _____ (Contractor Name).

Local sub-contractors and individuals will be used, to the extent possible, during this debris removal project.

The Contractor agrees to complete the work in a professional, workmanlike manner and within the scope of work guidelines set forth above based on the unit pricing submitted by the contractor.

Name	Signature	Title	Date
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SAMPLE CONTRACT - ATTACHMENT 1

EXAMPLE DAILY OPERATIONAL REPORT

CONTRACT NO. _____

DAILY REPORT						
CONTRACTOR:					DATE OF REPORT:	
CONTRACT NO:						
Truck No.	Location of Work	Landfill Trips	Tonnage Totals	Local Collection	Tonnage Totals	
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						
11						
12						
13						
14						
15						
DAILY TOTALS:						



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SAMPLE CONTRACT - ATTACHMENT 2

LOAD TICKET SAMPLE

LOAD TICKET		
TICKET NUMBER:		
CONTRACT NUMBER		
CONTRACTOR		
DATE:		
DEBRIS QUANTITY		
Truck No:	Tare Weight (ton):	
Load Size (Tons):		
Truck Driver:		
DEBRIS CLASSIFICATION		
	Burnable	
	Non-Burnable	
	Mixed	
	Other	
LOCATION		
Section/Area:	Dumpsite	
	Time	Inspector
Loading		
Dumping		
Eligible Debris? (Y/N):	Original: [County] [City] [State] Yellow: Contractor Pink: Driver Gold: FEMA	

Note: This is a four- part Form: Original goes to the Applicant Agent; Yellow to the Contractor; Pink to the Driver; Gold to FEMA



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SAMPLE CONTRACT - ATTACHMENT 3
SAMPLE TRUCK PLACARD

<hr/> <p>Company Name</p>
<hr/> <p>Truck Number</p>
<hr/> <p>Tare Weight</p>
<hr/> <p>Weighed by and Date</p>

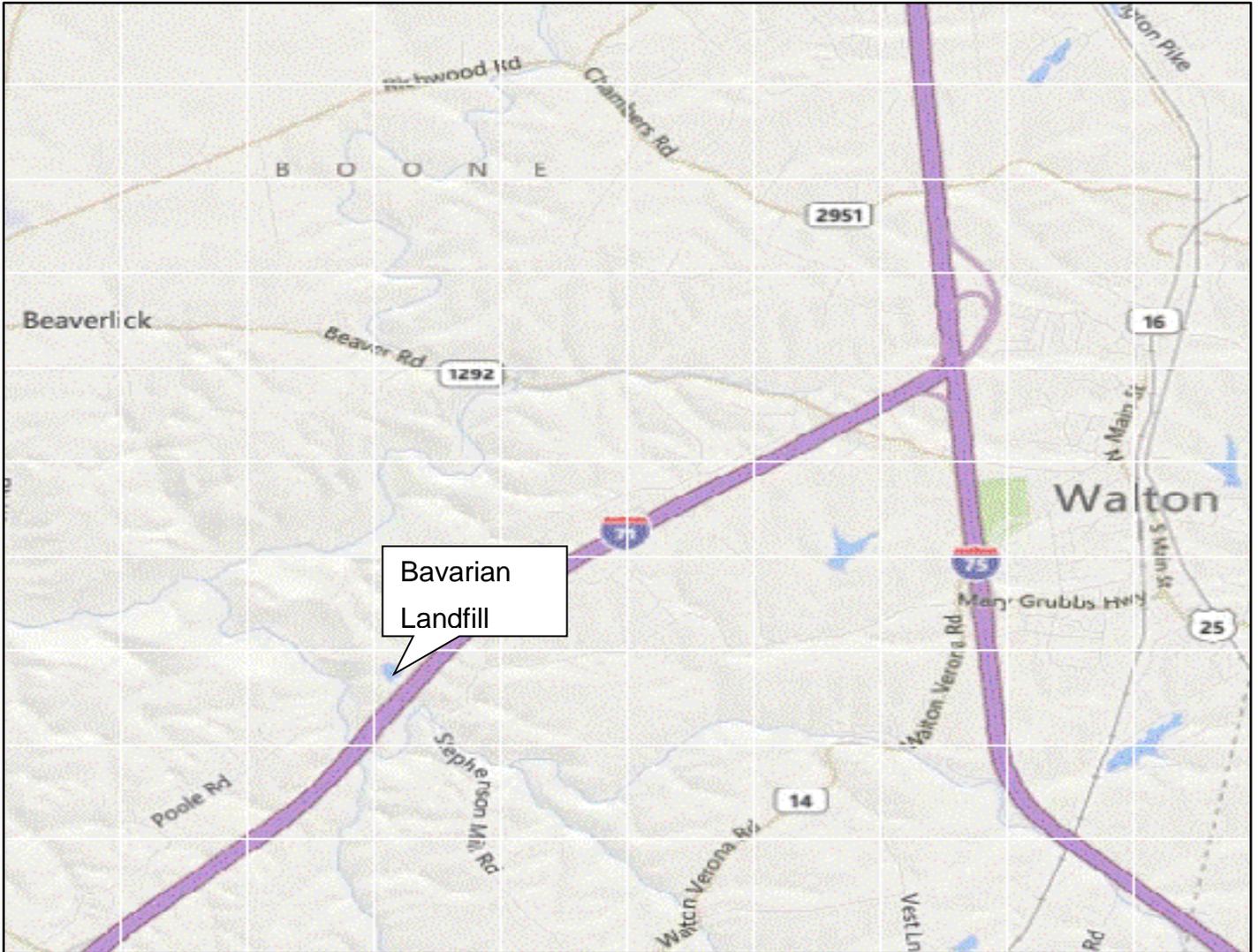


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SAMPLE CONTRACT - ATTACHMENT 4

Bavarian Landfill Location Map





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ANNEX F - SAMPLE DEBRIS REMOVAL GUIDELINES

Debris removal guidelines
In efforts to expedite the debris removal process, please follow these rules

Placing debris **near or on trees, poles or other structures** makes removal difficult. This includes fire hydrants and meters.

Debris separation
Please separate debris into the six categories, shown below.

Electronics
Television, computer, stereo, phone, DVD player

Large Appliances
Refrigerator, washer/dryer, air conditioner, stove, water heater, dishwasher

Hazardous waste
Oil, battery, pesticide, paint, cleaning supplies, compressed gas

Vegetative debris
Tree branches, leaves, logs, plants

Construction debris
Building materials, drywall, lumber, carpet, furniture, plumbing

Household garbage
Bagged garbage, discarded food, paper, packaging.

Do not leave doors **unsealed or unsecured**

Debris should be placed curbside

Debris should not **block roadway**

10 feet

FEMA
www.fema.gov

COMMONWEALTH OF KENTUCKY
DEPARTMENT OF EMERGENCY MANAGEMENT

US Army Corps of Engineers
www.usace.army.mil



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ANNEX G - BAVARIAN LANDFILL WASTE RESTRICTIONS

The following materials require approval by Bavarian prior to disposal:

- Manufacturing/process waste (sludge, sand, dust, filters, shot blast, various paint wastes)
- Rags, absorbent, and other materials impacted with paint, cleaners, or chemicals
- Spill cleanup materials
- Obsolete chemicals/products
- Dirt/soil and contaminated dirt/soil
- Fluorescent lamps and ballasts
- Batteries
- Electronics including computers and monitors
- Solidified liquids
- Pesticides, herbicides, and fertilizers
- Empty containers including drums, tanks, 5-gallon pails, aerosol cans
- PCB waste lower than 50 ppm
- Asbestos
- Appliances with refrigerant removed

None of the following materials may be sent to Bavarian for disposal:

- Liquids (may be solidified, but require prior approval)
- Corrosive, flammable, reactive, explosive, toxic, or otherwise hazardous materials
- Lead acid batteries
- Whole tires
- Medical/infectious/biohazard waste
- Any listed wastes in Title 40 Code of Federal Regulations - Part 261
- PCB waste 50 ppm or above
- Appliances containing refrigerant
- Radioactive waste



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ANNEX H - SITE SELECTION CONTACT LIST

The following is a list of temporary debris holding sites in Kenton County that may be used during a disaster or emergency that creates large amounts of debris. Contacts for each site are listed as well.

State Highway Department Complex

Jeff Winkle	Office: 859-654-2301	Cell:
Craig Moore	Office: 859-654-6105	Cell:
Kevin Rust	Office: 859-341-2700	Cell:

Bavarian Landfill

Brad Jordan	Office: 859-472-7339	Cell:
Todd Bavarian	Office: 859-472-7339	Cell:
Bill Fairchild	Office: 859-472-7339	Cell:

Hilltop Stone Complex

Roger Wafford	Office: 859-472-5591	Cell:
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Reis Concrete property

Jim Reis:	Office: 859-654-6400	Cell:
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Carmeuse Mines property

Chris Imbrogmo	Office: 859-472-8194	Cell:
Nick Caggiano	Office: 859-472-8194	Cell:
Greg Black	Office: 859-472-8114	Cell:



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ANNEX I - SAMPLE DEBRIS MONITORING FORMS

DAILY OPERATIONAL REPORT

CONTRACT NO. _____

DAILY REPORT					
CONTRACTOR:				DATE OF REPORT:	
CONTRACT NO:					
Truck No.	Location of Work	Landfill Trips	Tonnage Totals	Local Collection	Tonnage Totals
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					
DAILY TOTALS:					



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ANNEX I - SAMPLE DEBRIS MONITORING FORMS (Cont.)

LOAD TICKET

LOAD TICKET		
TICKET NUMBER:		
CONTRACT NUMBER		
CONTRACTOR		
DATE:		
DEBRIS QUANTITY		
Truck No:	Tare Weight (ton):	
Load Size (Tons):		
Truck Driver:		
DEBRIS CLASSIFICATION		
	Burnable	
	Non-Burnable	
	Mixed	
	Other	
LOCATION		
Section/Area:	Dumpsite	
	Time	Inspector
Loading		
Dumping		
Eligible Debris? (Y/N):	Original: [County] [City] [State] Yellow: Contractor Pink: Driver Gold: FEMA	

Note: This is a four- part Form: Original goes to the Applicant Agent; Yellow to the Contractor; Pink to the Driver; Gold to FEMA



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ANNEX I - SAMPLE DEBRIS MONITORING FORMS (Cont.)

SAMPLE TRUCK PLACARD

<hr/> <p>Company Name</p>
<hr/> <p>Truck Number</p>
<hr/> <p>Tare Weight</p>
<hr/> <p>Weighed by and Date</p>



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ANNEX J - COMMONWEALTH OF KENTUCKY STATEWIDE EMERGENCY MANAGEMENT MUTUAL AID AND ASSISTANCE AGREEMENT

This agreement, endorsed by the Kentucky Division of Emergency Management, is between each local entity in the Commonwealth of Kentucky that officially approves and adopts the agreement and thereby becomes a party to the agreement. Each party agrees to execute the agreement and provide mutual aid and assistance to other parties under the terms and conditions contained herein.

WHEREAS, the Commonwealth of Kentucky is geographically vulnerable to a variety of emergencies and disasters; and

WHEREAS, the Commonwealth of Kentucky through its Division of Emergency Management recognizes the importance of having each local entity respond in a coordinated and efficient manner to restore the public safety, health, and welfare of a community stricken by an emergency or disaster; and

WHEREAS, the Commonwealth of Kentucky wishes to encourage each local entity in Kentucky to become a party to this agreement to ensure the statewide availability of mutual aid and assistance to disaster or emergency-stricken communities as quickly, efficiently, and effectively as possible; and

WHEREAS, under the Kentucky Revised Statutes, a local entity entering into a mutual aid and assistance agreement may include provisions for the furnishing and exchanging of supplies, equipment, facilities, personnel, and services; and

WHEREAS, each local entity that has chosen to become a party to this agreement wishes to provide mutual aid and assistance to other parties in time of emergency or disaster;

NOW, THEREFORE, ALL PARTIES TO THIS AGREEMENT AGREE AS FOLLOWS:

SECTION 1 - DEFINITIONS

"*Agreement*" means the Commonwealth of Kentucky Statewide Emergency Management Mutual Aid and Assistance Agreement.

"*Aid and assistance*" means personnel, equipment, facilities, services, supplies and other resources.

"*Authorized representative*" means the employee of a party, who has been authorized in writing by that party to request, to offer, or to otherwise provide aid and assistance under the terms of this agreement.

"*Disaster*" means any incident or situation declared as such by executive order of the Governor, or the President of the United States pursuant to federal law, as a result of an occurrence or imminent threat of widespread or severe damage, injury or loss of life or property, resulting from any natural, technological, or man-made emergency situation, including incidents caused by accident, military, or paramilitary cause.

"*Emergency*" means any incident or situation which poses a major threat to public safety so as to cause, or threaten to cause, loss of life, serious injury, significant damage to property, or major harm to public health or the environment and which a local emergency response agency determines is beyond its capabilities.

"*Local emergency declaration*" means the written document signed by the chief executive officer of a local entity that specifies and attests that a disaster or emergency has occurred and the resulting emergency situation is beyond the capability of the local entity to manage using all local resources within its geographical limits.

"*Local emergency management agency*" means the organizational unit of a city, county, urban-county, or charter county government, created pursuant to Kentucky Revised Statutes Chapter 398, with primary jurisdiction, responsibility, and authority for all emergency management program activities within the geographical boundaries of a party.



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"Local entity" means a county, urban-county, charter-county, city, or other general or special purpose unit of government created pursuant to the Kentucky Revised Statutes with the express power and authority to enter into and execute a contract.

"Party" means a local entity that has officially approved and adopted this agreement by resolution of its governing body.

"Provider" means a party that furnishes, or is requested to furnish, aid and assistance to a recipient pursuant to this agreement.

"Recipient" means a party that requests or receives aid and assistance from a provider pursuant to this agreement.

SECTION II. - INITIAL RECOGNITION OF PRINCIPLES BY ALL PARTIES; AGREEMENT PROVIDES NO RIGHT OF ACTION FOR THIRD PARTIES

As this agreement is a reciprocal contract, it is recognized that any party to this agreement may be requested by another party to be a provider. It is mutually understood that each party's foremost responsibility is to its own citizens. The provisions of this agreement shall not be construed to impose an unconditional obligation on any party to this agreement to provide aid and assistance pursuant to a request from another party. Accordingly, when a party is requested to provide aid and assistance, it may in good faith deem itself unavailable to be a provider when the resources being requested are necessary to provide reasonable and adequate protection for its own citizens. A party unable to honor a request for aid and assistance will so inform the party initiating a request.

Given the finite resources of any party and the potential for each party to be unavailable for aid and assistance at a given point in time, the parties mutually encourage each other to enlist other local entities in mutual aid and assistance efforts and to enter into such agreements accordingly. Likewise, the parties fully recognize that there is ample public purpose for entering into this agreement, and accordingly shall attempt to render assistance in accordance with the terms of the agreement to the fullest extent possible.

All functions and activities performed under this agreement are hereby declared to be governmental functions. Functions and activities performed under this agreement are carried out for the benefit of the general public and not for the benefit of any specific individual or individuals. Accordingly, this agreement shall not be construed as or deemed to be an agreement for the benefit of any third parties or persons and no third parties or persons shall have any right of action under this agreement for any cause whatsoever. All immunities provided by law shall be fully applicable.

SECTION III. - PROCEDURES FOR REQUESTING ASSISTANCE

Mutual aid and assistance shall not be requested unless the resources available within a recipient's disaster or emergency-stricken area are deemed inadequate by a recipient. In these instances, a recipient may request mutual aid and assistance by communicating a request to a provider, indicating the request is made pursuant to this mutual aid agreement. A request shall be followed as soon as practicable by a written confirmation of the request, including a copy of a local emergency declaration and a statement or completed form describing the specific aid and assistance needed. All requests for mutual aid and assistance shall be transmitted by a recipient's authorized representative or local emergency management agency as set forth below. A list of authorized representatives for each party shall be attached to the officially-approved and adopted copy of this agreement. In the event of a change in personnel, unless otherwise notified, the presumption will be that the successor to that position will be the authorized representative.

A. **METHOD OF REQUEST FOR MUTUAL AID AND ASSISTANCE:** A recipient shall initiate a request as follows:

1. **REQUESTS ROUTED THROUGH A RECIPIENT'S LOCAL EMERGENCY MANAGEMENT AGENCY:** A recipient may directly contact the local emergency management agency that serves



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the recipient's geographical area of operation and provide the information referenced in paragraph 8 of Section III. The local emergency management agency shall then contact provider parties on behalf of a recipient to coordinate the provision of mutual aid and assistance.

2. **REQUESTS MADE DIRECTLY TO A PROVIDER:** A recipient may directly contact a provider's authorized representative, setting forth the information referenced in paragraph 8 of Section III. All communications shall be conducted directly between a recipient and provider. A provider and a recipient using this option shall be responsible for keeping their respective local emergency management agency advised of the status of response activities, in a timely manner.

B. REQUIRED INFORMATION: Each request for aid and assistance shall be accompanied by the following information, in writing or by other available means, to the extent known:

1. **STRICKEN AREA AND STATUS:** A general description summarizing the condition of the community (i.e., whether the disaster or emergency is imminent, in progress, or has already occurred) and of the damage sustained to date.
2. **SERVICES:** Identification of the service function(s) for which assistance is needed and the particular type of assistance needed.
3. **INFRASTRUCTURE SYSTEMS:** Identification of the type(s) of the public infrastructure system for which assistance is needed and the type of work assistance needed.
4. **AID AND ASSISTANCE:** The amount and type of personnel, equipment, materials, and supplies needed and a reasonable estimate of the length of time they will be needed.
5. **PROVIDER'S TRAVELING EMPLOYEE NEEDS:** Unless otherwise specified by a recipient, it is mutually understood that a recipient will provide for the basic needs of provider's traveling employees. A recipient shall pay for all reasonable and documented out-of-pocket costs and expenses of a provider's personnel, including transportation expenses for travel to and from the stricken area. Further, a recipient shall house and feed provider's personnel at the recipient's sole cost and expense. If a recipient cannot provide such food and / or housing at the disaster or emergency area, a recipient shall specify in its request for assistance that self-sustained and supported personnel are needed.
6. **FACILITIES:** The need for sites, structures, or building outside a recipient's geographical limits to serve as relief centers or staging areas for incoming emergency goods and services.
7. **MEETING TIME AND PLACE:** An estimated time and a specific place for a representative of a recipient to meet the personnel and resources of any provider.

C. STATE AND FEDERAL ASSISTANCE: A recipient shall be responsible for coordinating all requests for state or federal assistance with the local emergency management agency with jurisdiction.

D. LIST OF AUTHORIZED REPRESENTATIVES: The list of Authorized Representatives for each party executing this Agreement shall be attached to the executed copy of this Agreement. In the event of a change in personnel, unless otherwise notified, the presumption will be that the successor to that position will be authorized representative.

SECTION IV. - PROVIDER'S ASSESSMENT OF AVAILABILITY OF RESOURCES AND ABILITY TO RENDER ASSISTANCE.

When contacted by a recipient or a local emergency management agency regarding a request for aid and assistance, a provider's authorized representative shall assess the provider's own local situation in order to determine the availability of personnel, equipment, and other resources. If a provider's authorized representative determines that the provider has available resources, a provider's authorized representative shall so notify the



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recipient or the local emergency management agency (whichever communicated the request). A Provider shall submit a written acknowledgment of a request for aid and assistance received from a recipient or a local emergency management agency. The written acknowledgement must indicate a provider's decision to either render aid and assistance or to reject a request and shall be transmitted by the most efficient and practical means to a recipient or a local emergency management agency. A provider's acknowledgment shall contain the following information:

- A. In response to the items contained in the request, a description of the personnel, equipment, and other resources available;
- B. The projected length of time such personnel, equipment, and other resources will be available to serve a recipient particularly if the period is projected to be shorter than one week (as provided in the "Length of Time for Aid and Assistance" section (Section VI) of this agreement);
- C. The estimated time when the assistance provided will arrive at the location designated by the authorized representative of the recipient; and
- D. The name of the person(s) to be designated as the provider's supervisory personnel (pursuant to the "Supervision and Control" section (Section V) of this agreement).

When a provider submits a written acknowledgment to a local emergency management agency, the local emergency management agency shall notify a recipient's authorized representative and forward the information received from a provider. A recipient or a local emergency management agency shall respond to a provider's written acknowledgment by executing and returning a copy of the request form to a provider by the most efficient practical means, maintaining a copy for its file.

SECTION V. - SUPERVISION AND CONTROL

A provider shall designate supervisory personnel among its employees sent to render aid and assistance to a recipient. As soon as practical, a recipient shall assign work tasks to a provider's supervisory personnel and, unless specifically instructed otherwise, a recipient shall have the responsibility for coordinating communications between a provider's supervisory personnel and a recipient. A recipient shall provide necessary credentials to a provider's personnel authorizing them to operate on behalf of a recipient.

Based upon the assignments set forth by a recipient, a provider's supervisory personnel shall:

- A. Have the authority to assign work and establish work schedules for a provider's personnel. Further, have direct supervision and control of a provider's personnel, equipment and other resources which shall, at all times, remain with a provider's supervisory personnel. A provider should be prepared to furnish communications equipment sufficient to maintain communications among its respective operating units, and if this is not possible, a provider shall notify a recipient accordingly. It is expressly understood that this may involve a recipient providing radio frequencies to a provider while a provider is assisting a recipient.
- B. Maintain daily personnel time records, material records and a log of equipment hours.
- C. Report work progress to a recipient at mutually agreed upon intervals.

SECTION VI. - LENGTH OF TIME FOR AID AND ASSISTANCE; REVIEWABILITY; RECALL

The duration of a provider's assistance shall be for the period agreed upon by the authorized representatives of a provider and a recipient.

As noted in Section II of this agreement, a provider's personnel, equipment, and other resources shall remain subject to recall by a provider to provide for its own citizens if circumstances so warrant. A provider shall make a good faith effort to provide at least twenty-four (24) hours advance notice to a recipient of its (provider's) intent to terminate a mission, unless such notice is not practicable. In such a case, as much notice as is reasonable under the circumstances shall be provided.



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SECTION VII. - REIMBURSEMENTS

Except as otherwise provided below, it is understood that a recipient shall pay to a provider reasonable and documented expenses incurred by a provider as a result of extending assistance to a recipient. Such reimbursements shall commence 12 hours after the provider support is on scene and the recipient has signed a local emergency declaration. The terms and conditions governing reimbursement for any assistance provided under this agreement shall be in accordance with the following provisions, unless otherwise agreed in writing by a recipient and a provider. A recipient shall be ultimately responsible for reimbursement of all eligible reasonable and documented expenses.

- A. **PERSONNEL:** During the period of assistance, a provider shall continue to pay its employees according to its then prevailing ordinances, rules, and regulations. A recipient shall reimburse a provider for all direct and indirect payroll costs and expenses, including travel expenses, incurred during the period of assistance, including, but not limited to, employee retirement benefits as provided by Generally Accepted Accounting Principles (GAAP). However, as stated in Section IX of this agreement, a recipient shall not be responsible for reimbursing any amounts paid or due as benefits to a provider's personnel under the terms of the Kentucky Worker's Compensation Law.
- B. **EQUIPMENT:** A provider shall be reimbursed by a recipient for the use of its equipment during the period of assistance according to either a pre-established local or state hourly rate, or according to the actual replacement, operation, and maintenance expenses incurred. For those instances in which costs are reimbursed by the Federal Emergency Management Agency (FEMA), the FEMA-eligible direct costs shall be determined in accordance with 44C.F.R. 206.228. A provider shall pay for all repairs to its equipment as determined necessary by its on-site supervisor(s) to maintain such equipment in safe and operational condition. At the request of a provider, fuels, miscellaneous supplies, and minor repairs may be provided by a recipient if practical. The total equipment charges to a recipient shall be reduced by the total value of the fuels, supplies, and repairs furnished by a recipient and by the amount of any insurance proceeds received by a provider.
- C. **MATERIALS AND SUPPLIES:** A provider shall be reimbursed for the reasonable and documented costs of all materials and supplies furnished by it and used or damaged during the period of assistance, except for the costs of equipment, fuel and maintenance materials, labor, and supplies, which shall be included in the equipment rate established in subsection B of Section VII, unless such damage is caused by gross negligence, willful and wanton misconduct, intentional misuse, or recklessness, of a provider's materials and supplies used by them during the period of assistance. The measure of reimbursement may agree that a recipient will replace, with like kind and quality as determined by a provider, the materials and supplies used or damaged. If such an agreement is made, it shall be in writing.
- D. **RECORD KEEPING:** A recipient or its representative local emergency management agency, and Kentucky Division of Emergency Management personnel shall provide information, directions and assistance for record keeping to a provider's personnel. A provider shall maintain records and submit invoices for reimbursement by a recipient in accordance with the procedures and format used or required by FEMA publications, including 44 C.F.R. Part 13 and applicable Office of Management and Budget (OMB) Circulars.
- E. **PAYMENT; OTHER MISCELLANEOUS MATTERS AS TO REIMBURSEMENT:** The reimbursement costs and expenses with an itemized notice shall be forwarded as soon as practicable after the costs and expenses are incurred, but not later than sixty (60) days following the period of assistance, unless the deadline for identifying damage is extended in accordance with 44 C.F.R. Part 206. A recipient shall pay the bill or advise of any disputed items, not later than sixty (60) days following the billing date. These time frames may be modified in writing by mutual agreement.



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SECTION VIII. - RIGHTS AND PRIVILEGES OF PROVIDER'S EMPLOYEES

Whenever a provider's employees are rendering aid and assistance pursuant to this agreement, such employees shall retain the same powers, duties, immunities, and privileges they would ordinarily possess if performing their duties within the geographical limits of a provider.

SECTION IX. - PROVIDER'S EMPLOYEES COVERED AT ALL TIMES BY PROVIDER'S WORKER'S COMPENSATION POLICY

Every person in the service of the state or any of its political subdivisions or agencies, or of any county, city of any class under the contract of hire, express or implied, and every official or officer of those entities, whether elected or appointed, while performing his or her official duties shall be considered an employee of the state. Every person who is a member of a volunteer ambulance service, fire, or police department shall be deemed, for the purpose of this agreement, to be in the employment of the political subdivision of the state where the department is organized. Every person who is a regularly enrolled paid or volunteer member of an emergency management agency, or an emergency management agency-supervised operating unit, or a rescue squad, as established under KRS Chapters 39A to 39E, shall be deemed, for the purpose of this agreement, to be in the employment of the Commonwealth of Kentucky.

SECTION X. - IMMUNITY

All activities performed under this agreement are hereby declared to be governmental functions. Neither the parties to this agreement, nor, except in cases of willful misconduct, gross negligence, or bad faith, their personnel complying with or reasonably attempting to comply with this agreement or any ordinance, order, resolution, rule, or regulation enacted or promulgated pursuant to the provisions of this agreement shall be liable for the death of or injury to persons, or for damage to property as a result of any such activity.

SECTION XI. - PARTIES MUTUALLY AGREE TO HOLD EACH OTHER HARMLESS FROM LIABILITY

Each party (as indemnitor) agrees to protect, defend, indemnify, and hold the other party (as indemnitee), and its officers, employees, and agents, free and harmless from and against any and all losses, penalties, damages, assessments, costs, charges, professional fees, and other expenses or liabilities of every kind and arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of actions of every kind in connection with or arising out of indemnitor's negligent acts, errors and/or omissions. Indemnitor further agrees to investigate, handle respond to, provide defense for and defend any such claims, etc. at indemnitor's sole expense and agrees to bear all other costs and expenses related thereto. To the extent that immunity does not apply, each party shall bear the risk of its own actions, as it does with its day-to-day operations, and determine for itself what kinds of insurance, and in what amounts, it should carry. Each party understands and agrees that any insurance protection obtained shall in no way limit the responsibility to indemnify, keep, and save harmless the other parties to this agreement.

Notwithstanding the foregoing, to the extent that each party does not purchase insurance, it shall not be deemed to have waived its governmental immunity by law.

SECTION XII. - ROLE OF THE KENTUCKY DIVISION OF EMERGENCY MANAGEMENT

Under this agreement, the responsibilities of the Kentucky Division of Emergency Management are:

- A. To serve as the central depository for all locally-approved and adopted agreements, along with the attached listing of a party's authorized representatives and contact information, and to provide this listing to each of the parties on an annual basis.
- B. To coordinate the provision of mutual aid and assistance to a requesting party, pursuant to the provisions of this agreement.
- C. To keep a record of all requests for assistance and acknowledgments.



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- D. To report on the status of ongoing emergency or disaster-related mutual aid and assistance as appropriate.

SECTION XIII. - AMENDMENTS

Amendments to this agreement require:

- A. Approval and adoption of the agreement by the governing body of a party and the signature of a party's chief executive officer.
- B. Submission of a copy of an approved and adopted agreement, along with approved minutes of the legally constituted meeting at which the agreement was approved, to the Kentucky Division of Emergency Management.

SECTION XIV. - INITIAL DURATION OF AGREEMENT; RENEWAL; TERMINATION

This agreement shall be binding for not less than one (1) year from its effective date, unless terminated upon at least sixty (60) days written notice by a party as set forth below. Thereafter, this agreement shall continue to be binding upon the parties in subsequent years and shall be considered to renew automatically from year to year, unless terminated by written notification as provided above.

A party terminating their participation in this agreement shall submit a copy of their written termination notice to the Director of the Kentucky Division of Emergency Management. A party's termination of this agreement shall not affect a party's reimbursement obligations, or any other liability or obligation, incurred under the terms of this agreement. Once a termination is effective, a terminated entity shall no longer be a party to this agreement, but this agreement shall continue to be in force among the remaining parties.

SECTION XV. - HEADINGS

The headings of various sections and subsections of this agreement have been inserted for convenient reference only and shall not be construed as modifying, amending or affecting in any way the express terms and provisions of this agreement.

SECTION XVI. - SEVERABILITY; EFFECT ON OTHER AGREEMENTS

Should any clause, sentence, provision, paragraph or other part of this agreement be judged by any court of competent jurisdiction to be invalid, such judgment shall not affect, impair or invalidate the remainder of this agreement. Each of the parties declares that it would have entered into this agreement irrespective of the fact that any one or more of this agreement's clauses, sentences, provisions, paragraphs or other parts have been so declared invalid.

Accordingly, it is the intention of the parties that the remaining portions of this agreement shall remain in full force and effect without regard to the clause(s), sentence(s), provision(s), paragraph(s) or other part(s) invalidated.

In the event that parties to this agreement have entered into other mutual aid and assistance contracts, those parties agree that to the extent a request for mutual assistance is made pursuant to this agreement, those other mutual aid and assistance contracts are superseded by this agreement.



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SECTION XVII. - EFFECTIVE DATE; APPROVAL AND ADOPTION

Part I. - This agreement shall take effect upon approval and adoption of the following resolution by the entity seeking to become a party to the agreement.

BE IT RESOLVED BY THE FISCAL COURT OF KENTON COUNTY *(or insert name and county of other governing body entering into an agreement)*

THAT the Commonwealth of Kentucky Statewide Emergency Management Mutual Aid and Assistance Agreement is hereby approved and adopted, and

THAT Kris Knochemann, Kenton County Judge / Executive And

Steve Hensley, Kenton County Emergency Manager *(or insert name and title of other official governing body representatives)*

are hereby authorized to execute the agreement and to request, offer, or otherwise provide aid and assistance under the terms of the agreement for and on behalf of Kenton County, a public entity established under the laws of the Commonwealth of Kentucky, and to file a copy of this resolution with the Kentucky Division of Emergency Management for the purpose of entering into the agreement and thereby become a party to the Commonwealth of Kentucky Statewide Emergency Management Mutual Aid and Assistance Agreement.

Passed and approved this _____ day of _____, _____

(Signature Of Authorized Representative)

(Signature Of Authorized Representative)

CERTIFICATION

I, (Printed Name), duly appointed (Official Title) of (Name Of Government Entity) Kenton County, do hereby certify that the above is a true and correct copy of a resolution passed and approved by the (Name Of Government Entity) Kenton County Fiscal Court on the _____ day of _____, _____.

(Signature)

(Official Position / Title)



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Part II. - List of Authorized Representatives to Contact for Emergency Assistance For Kenton County

PRIMARY REPRESENTATIVE:

Name: Kris Knochelmann Title: Kenton County Judge/Executive
Address: 1840 Simon Kenton Way, Suite 5200 City: Covington State: KY Zip: 41011
Phone: (859) 392-1500 FAX: (859) 392-1412 Cell Phone: (859) 835-1500
E-Mail: kris.knochelmann@kentoncounty.org

ALTERNATE REPRESENTATIVE:

Name: Steve Hensley Title: Kenton County Emergency Manager
Address: 1840 Simon Kenton Way, Suite 2400 City: Covington State: KY Zip: 41011
Phone: (859) 392-1488 FAX: (859) 392-1489 Cell Phone: (859) 380-7540
E-Mail: steve.hensley@kentoncounty.org

Part III. - IN WITNESS WHEREOF, the Kentucky Division of Emergency Management has endorsed this agreement and the Party to Agreement listed above has caused this Commonwealth of Kentucky Statewide Emergency Management Mutual Aid and Assistance Agreement to be duly adopted in its name and on its behalf by its chief executive officer, who has signed accordingly and attested with approval of its governing body, as of the date set forth in this agreement.

BY: _____ DATE: _____
Director, Kentucky Division of Emergency Management



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ANNEX K - MUTUAL AID AGREEMENT TEMPLATE

MUTUAL AID AND ASSISTANCE AGREEMENT FOR DISASTERS AND OTHER RELATED EMERGENCIES

WHEREAS, the safety of the citizens of (Applicant Agent) is of the utmost importance to all levels of local government; and

WHEREAS, the Jurisdictions of _____ (the "Jurisdiction") and _____ ("XXXX") seek to enter a Mutual Aid and Assistance Agreement in order to provide for the sharing of resources, personnel, and equipment in the event of a local disaster or other emergency; and

WHEREAS, (Applicant Agent) and the Federal Emergency Management Agency (FEMA) have recognized the importance of the concept of written mutual aid agreements between all levels of government to facilitate reimbursement; and

WHEREAS, pursuant to Kentucky Revised Statute (KRS), municipalities and local governments are allowed to enter into mutual aid and assistance agreements, which may include provisions for the furnishing and exchanging of supplies, equipment, facilities, personnel, and services during a natural or human-made disaster and / or other emergency; now

THEREFORE, the parties agree as follows:

SECTION I - DEFINITIONS

"*Agreement*" shall mean this document, the "Mutual Aid Agreement for Disasters and Other Emergencies."

"*Aid and Assistance*" shall include, but not be limited to, personnel, equipment, facilities, services, supplies, and other resources.

"*Authorized Representative*" shall mean an official of a party to this Agreement who has been authorized in writing by that party pursuant to the terms of this Agreement, to request, offer, or provide assistance under the terms of this Agreement.

"*Disaster or other emergency*" shall mean the occurrence or imminent threat of widespread or severe damage, injury, loss of life or property damage resulting from an intentional, accidental, natural disaster or any other incident which directly affects public safety and poses an unreasonable risk to citizen safety, health and/or their property.

"*Provider*" means a party to this Agreement that has received a request to furnish aid and assistance to the party in need ("Recipient").

"*Recipient*" means a party to this Agreement receiving aid and assistance from another party.

SECTION II - OBLIGATIONS OF THE PARTIES

- A. **Provision of Aid and Assistance** – Pursuant to the terms and conditions set forth in this Agreement, the parties hereto shall provide each other with aid and assistance in the event of a local disaster or emergency. It is mutually understood that each party's foremost responsibility is to its own citizens. This Agreement shall not be construed to impose an absolute obligation on any party to this Agreement to provide aid and assistance pursuant to a request from another party.



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Accordingly, when aid and assistance have been requested, a party may deem itself unavailable to respond and shall so inform the party setting forth the request.

- B. Procedures for Requesting Assistance** – Requests for assistance shall be made by the Authorized Representative of a party to the Authorized Representative of the other party. Such request must indicate that it is made pursuant to this Agreement. Such request may be made by telephone, to be followed as soon as practicable by a written confirmation of that request.
- C. Designation of Authorized Representative** – Each party to this Agreement shall designate an Authorized Representative. Such designation shall be communicated, in writing, to the Chief Executive Officer of the other party upon the execution of this Agreement. Such designation may be amended at any time by the Chief Executive Officer of a party upon timely notice.
- D. Traveling Employees** – Unless otherwise specified by Recipient or agreed by the parties in writing, it is mutually understood that Recipient will provide for the needs of the Provider’s traveling employees. Recipient shall pay for all reasonable out-of-pocket costs and expenses of Provider’s personnel, including, without limitation, transportation expenses for travel to and from the disaster area, food, and, if necessary, lodging. If Recipient cannot provide such food and / or lodging at or near the disaster area, the Recipient shall so advise the Provider, and shall specify in its request for assistance that only personnel who can provide for their own needs are requested.
- E. Supervision and Control** – The Provider shall designate supervisory personnel amongst its employees sent to render aid and assistance to the Recipient. Recipient shall provide necessary credentials to the Provider’s personnel authorizing them to operate on behalf of the Recipient. Recipient shall assign work tasks to Provider’s supervisory personnel, and unless specifically instructed otherwise, Recipient shall have the responsibility for coordination between Provider’s supervisory personnel and Recipient. Based upon such assignments set forth by Recipient, Provider’s supervisory personnel shall have the authority to:
1. Assign work and establish work schedules for Provider’s personnel.
 2. Maintain daily personnel time records, material records, a log of equipment hours and Resource Tracking Sheets.
 3. Report work progress to Recipient at regular intervals as specified by Recipient.
- F. Period of Service; Renewability; Recall** – Unless agreed otherwise, the duration of the Provider’s assistance shall be for an initial period of 24 hours, starting from the time of arrival. Thereafter, assistance may be extended in increments agreed upon by the Authorized Representatives of Provider and Recipient. Provider’s personnel, equipment, and other resources shall remain subject to recall by Provider to provide for its own citizens if circumstances so warrant. Provider shall make a good faith effort to provide at least 8 hours advance notification to Recipient of Provider’s intent to terminate such assistance, unless such notice is not practicable, in which case as much notice as is reasonable under the circumstances shall be provided.

SECTION III - REIMBURSEMENT

- A.** Except as otherwise provided below, it is understood that Recipient shall reimburse Provider for the following documents costs and expenses incurred by Provider as a result of extending aid and assistance to Recipient.
1. Personnel – During the period of assistance, Provider shall continue to pay its employees their normal and customary wages, including overtime when necessary, according to any then prevailing ordinances, rules, regulations, and/or agreements.



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2. **Equipment** – Provider shall be reimbursed by Recipient for the use of its equipment during the period of assistance according to established FEMA equipment rates.
 3. **Material and Supplies** – Provider shall be reimbursed for all materials and supplies furnished by it, used, or damaged during the period of assistance. The Recipient shall not be responsible for reimbursing Provider for the costs of any damage caused by gross negligence, willful and wanton misconduct, intentional misuse, or recklessness of Provider’s personnel. Provider’s personnel shall use reasonable care at all times in the use and control of all materials and supplies used by them during the period of assistance. The measure for reimbursement for materials and supplies shall be determined in accordance with FEMA and Commonwealth of Kentucky reimbursement policies. In the alternative, the parties may agree in writing that Recipient will replace the materials and supplies used or damaged, with materials and supplies of like kind and quality.
- B. **Record Keeping** – Recipient shall provide information, directions, and assistance for record keeping to Provider’s personnel. Provider shall maintain records and invoices for reimbursement.
- C. **Billing and Payment** – Provider shall send an invoice for reimbursable costs and expenses, together with appropriate documentation as required by Recipient, as soon as practicable after said costs and expenses are incurred, but not later than forty-five (45) days following the period of assistance. Recipient shall pay the bill, or advise of any disputed items, not later than forty-five (45) days following the billing date.
- D. **Inspection of Records** – Provider agrees that it shall make its records regarding costs and expenses for assistance provided under this Agreement available for audit and inspection upon request by the Recipient, Commonwealth of Kentucky, and the federal government, and shall maintain such records for such time period as is defined in KRS for Records Retention.

SECTION IV - PROVIDER’S EMPLOYEES

- A. **Rights and Privileges** – Whenever Provider’s employees are rendering aid and assistance pursuant to this Agreement, such employees shall remain the responsibility of the Provider and retain the same powers, duties, immunities, and privileges they would ordinarily possess if performing their duties within the geographic limits of the Provider.
- B. **Workers’ Compensation** – Recipient shall not be responsible for reimbursing any amounts paid or due as benefits to Provider’s employees due to personal injury or death occurring during the periods of time such employees are engaged in the rendering of aid and assistance under this Agreement. It is mutually understood that Recipient and Provider shall be responsible for payment of such workers’ compensation benefits only to their own respective employees.

SECTION V - NONDISCRIMINATION

In accordance with Article 15 of the Executive Law (“Human Rights Law”) and all other applicable local, State, and Federal constitutional, statutory, and administrative nondiscrimination provisions, the parties to this Agreement shall not discriminate against any employee or the region for employment on account of race, creed, color, sex, national origin, disability, Vietnam Era Veteran status, or marital status.

SECTION VI - HOLD HARMLESS

To the extent permitted by law, each party (as Indemnitor) agrees to protect, defend, indemnify, and hold the other party (as Indemnitee), and its offices, employees, and agents, free and harmless from and against any and all losses, penalties, damages, assessments, costs, charges, professional fees, and other expenses or liabilities of every kind and nature arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of action of every kind in connection with or arising out of Indemnitor’s negligence, acts, errors and/or omissions. To the extent that immunity does not apply, each party shall bear the risk of its own actions, as it does with its day-to-day operations, and determine for itself what kinds of insurance, and in what



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amounts, it should carry. Each party understands and agrees that any insurance protection obtained shall in no way limit the responsibility to indemnify, keep, and save harmless the other parties to this Agreement.

SECTION VII - AMENDMENTS

This Agreement may be modified at any time upon the mutual written consent of the parties. Additional municipalities may become parties to this Agreement upon the acceptance and execution of this Agreement.

SECTION VIII - DURATION OF AGREEMENT

- A. **Term** – This Agreement shall be for a term of five (5) years from the date of execution by both parties, unless the Agreement is renewed or terminated as set forth in this section.
- B. **Renewal** – This Agreement may be extended for an additional five (5) year term by written agreement of the parties hereto.
- C. **Termination** – Any party may terminate this Agreement upon thirty (30) days written notice. A termination shall not affect the obligation of any party to reimburse the other for the costs and expenses of rendering aid and assistance incurred prior to the effective date of termination.

SECTION IX - HEADINGS

The headings of various sections and subsections of this Agreement have been inserted for convenient reference only and shall not be construed as modifying, amending, or affecting in any way the express terms and provisions of this Agreement.

SECTION X - SEVERABILITY

Should any clause, sentence, provision, paragraph, or other part of this Agreement be adjudged by any court of competent jurisdiction to be invalid, such judgment shall not affect, impair, or invalidate the remainder of this Agreement. In the event that parties to this Agreement have entered into other aid and assistance agreements, those parties agree that, to the extent a request for aid and assistance is made pursuant to this Agreement, those other aid and assistance agreements are superseded by this Agreement.

SECTION XI - EFFECTIVE DATE

This Agreement shall take effect upon its execution by both parties.



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ANNEX L - SITE SELECTION CRITERIA CHECKLIST

Before Use

- _____ Signed Document from Property Owner Permitting Use of Property
- _____ Readily Accessible by Recovery Equipment
- _____ Acceptable Distance From Lakes, Streams and Wells
- _____ Will Not Require Extensive Preparation (catchment berms, etc can easily be constructed)
- _____ DPW Will Have 24 Hour Access to the Site
- _____ GPS Coordinates of the Site Taken and Documented
- _____ Photos Taken of All Areas of the Site Before Operations Begin
- _____ Collect Random Soil Samples (Document date/time and where samples were taken)
- _____ Collect Random Water Samples of any Nearby Bodies of Water
- _____ County Solid Waste Coordinator Notified of Site Selection
- _____ KYEM Notified of Site Selection
- _____ State EPA Notified of Site Selection
- _____ Control Access to the Site
- _____ Monitor Air Quality

During Operations

- _____ Collect Random Soil Samples (Document date/time and where samples were taken)
- _____ Collect Random Water Samples (Document date/time and where samples were taken)
- _____ Take Photos Throughout the Operation
- _____ Make Sketches of the Site layout
- _____ Take Photos and Make Detailed Notes of any Fuel Spill or Other Out of the Ordinary Events

Site Closeout

- _____ Test Soil and Water and Compare to Original Conditions
- _____ Remove any Ash and Left-Over Debris
- _____ Complete Remediation Actions to Return Site to or Near Original Condition
- _____ Take Photos of Remediated Site
- _____ Site Release Document Signed by Property Owner



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ANNEX M - RESOURCE TRACKING FORM

RESOURCE TRACKING FORM

DATE: _____ NAME _____

LOCATION/ROADS: _____

WORK PERFORMED: _____

EQUIPMENT USED: _____

Employee Name	Vehicles and Equipment (list one item per person)	Hours Used



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MATERIALS:

Type	Quantity	Cost

VOLUNTEERS:

Name	Vehicles/Equipment (1 item per person)	Hours Used

ADDITIONAL NOTES (use back if necessary): _____
