

DISASTER DEBRIS MANAGEMENT PLAN

TEMPLATE APPENDICES

November 2016



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APPENDIX A: DEBRIS PLAN ACRONYMS AND TERMS

Acronyms:

ABC	Asphalt, Brick, and Concrete rubble
BOH	Board of Health
BOS	Board of Selectmen
C&D	Construction and Demolition
CEMP	Comprehensive Emergency Management Plan
CERT	Community Emergency Response Team
CFR	Code of Federal Regulations
CWA	Clean Water Act
DCAM	Division of Capital Asset Management
DCR	Division of Conservation and Recreation
DFW	Department of Fish and Game/Division of Fisheries and Wildlife
DLTA	District Local Technical Assistance Grant from DHCD
DHCD	Department of Housing and Community Development
DMC	Debris Management Coordinator
DMS	Debris Management Site
DPH	Department of Public Health
DOT	Department of Transportation
DPW	Department of Public Works
DSG	Disaster Specific Guidance
EEA	Executive Office of Environmental Affairs and Energy
EMD	Emergency Management Director
EO	Executive Order
EOPSS	Executive Office of Public Safety and Security
EOTC	Executive Office of Transportation and Construction
EPA	Environmental Protection Agency
ER	Emergency Relief
ESA	Endangered Species Act
REPC	Regional Emergency Planning Committee
SWMD	Solid Waste Management District
FEMA	Federal Emergency Management Agency
FHWA	Federal Highway Administration
GIS	Geographic Information System
GPS	Global Positioning System
HHP	Household Hazardous Products
HHW	Household Hazardous Waste
HUD	Department of Housing and Urban Development
LOA	Letter of Agreement
IA	Individual Assistance
ICS	Incident Command System
MAA	Mutual Aid Agreement
MAESF	Massachusetts Emergency Support Function
MassDEP	Massachusetts Department of Environmental Protection

MassDOT	Massachusetts Department of Transportation
MDAR	Massachusetts Department of Agriculture
MEMA	Massachusetts Emergency Management Agency
MEP	Massachusetts Environmental Police
MOU	Memorandum of Understanding
MRC	Medical Reserve Corps
MSW	Municipal Solid Waste
MWRA	Massachusetts Water Resources Authority
NIMS	National Incident Management System
NWMIMT	Northwest Massachusetts Incident Management Team
PA	Public Assistance
PAC	Public Assistance Coordinator
PDA	Preliminary Damage Assessment
PIO	Public Information Officer
PNP	Private Nonprofit
PPDR	Private Property Debris Removal
PPT	Pay Per Throw
PW	Project Worksheet
ROE	Right of Entry
ROW	Right of Way
USACE	United States Army Corps of Engineers
VOAD	Volunteers Active in Disaster
WebEOC	Web Emergency Operation Center

Terms Used in This Document:

Chipping or Mulching - The process of reducing woody material, such as lumber and vegetative debris, by mechanical means into small pieces to be used as mulch or fuel. Woody debris can be reduced in volume by approximately 75 percent, based on data obtained during reduction operations. The terms “chipping” and “mulching” are often used interchangeably.

Construction and Demolition Debris (C&D) - The definition of construction and demolition debris may vary between States. Construction and demolition 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.

Debris - Items and materials broken, destroyed, or displaced by a natural or man-made disaster. Examples of debris include, but are not limited to, trees, construction and demolition material, and personal property.

Debris Clearance - Clearing roads by pushing debris to the roadside to accommodate emergency traffic.

Debris Management Site (DMS) - A location where debris is sorted, processed, reduced in volume, and/or disposed of (if debris management activities take place at a permanent disposal site).

Debris Removal - Picking up debris and taking it to a debris management site, composting facility, recycling facility, permanent landfill, or other reuse or end-use facility.

Demolition - The act or process of reducing a structure, as defined by State or local code, to a collapsed state. It contrasts with deconstruction, which is the taking down of a building while carefully preserving valuable elements for reuse.

Force Account Labor - Labor performed by the applicant's permanent, full time, or temporary employees.

Garbage - Waste that is regularly picked up by an applicant. Common examples of garbage are food, packaging, plastics, and papers. (Also referred to as "trash.")

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

Hold Harmless - Generally, a contractual arrangement whereby one party agrees to hold the other party without responsibility for damage or other liability incurred as a result of a particular action or transaction.

Household Hazardous Products (HHP) - Used or leftover contents of consumer products that contain chemicals defined in regulatory terms under the Resource Conservation and Recovery Act as appearing on one of the four hazardous waste lists or exhibiting one of the following characteristics: ignitability, corrosivity, reactivity, or toxicity. Examples of household hazardous waste include small quantities of normal household cleaning and maintenance products, latex and oil based paint, cleaning solvents, gasoline, oils, swimming pool chemicals, pesticides, and propane gas cylinders.

APPENDIX B: DISASTER DEBRIS MANAGEMENT RESOURCES—WEB LINKS

Massachusetts Emergency Management Agency (MEMA)

Commonwealth of Massachusetts All Hazards Disaster Debris Management Plan and Appendices, Revision #5, MEMA, 2-2014:

<http://www.mass.gov/eopss/docs/mema/2014debrisplanfinal.pdf> and
<http://www.mass.gov/eopss/docs/mema/2014debrisplanappendices.pdf>

National Incident Management System:

<http://www.mass.gov/eopss/funding-and-training/homeland-sec/trng-and-courses/nims/>

Mutual Aid:

<http://www.mass.gov/eopss/agencies/mema/resources/response/mutual-aid/>

Public Assistance:

<http://www.mass.gov/eopss/agencies/mema/resources/public-assistance/>

Massachusetts Department of Environmental Protection (MassDEP)

MassDEP Managing Disaster Debris Page:

<http://www.mass.gov/eea/agencies/massdep/recycle/regulations/waste-and-recycling-policies-and-guidance.html#3>

Q&A: Managing Solid Waste Debris After an Emergency:

<http://www.mass.gov/eea/agencies/massdep/recycle/regulations/managing-solid-waste-debris-after-an-emergency.html>


Summary of MA Disaster Debris Monitoring and Management Contracts:

<http://www.mass.gov/eea/docs/dep/recycle/laws/ddcontsm.pdf>

[Disaster Debris Management Planning: An Introduction for Local Government Officials, July 2014](#)  

[Massachusetts Local Disaster Debris Management Plan Checklist, July 2014](#)  

[Disaster Debris Management Planning Form, July 2014](#)  

[Northeast Recycling Council \(NERC\) Guide to Municipal & Residential Disaster Debris Management](#) 

[Presentation: Avian Flu & Carcass Management Planning](#)  

[Storm Preparedness & Emergency Response Resources](#)

[Disposal of Tree Debris from Specific Natural Disasters](#)

Learn how to properly manage woody debris after a storm.

MassDEP: Managing Construction & Demolition (C&D) Wastes:

<http://www.mass.gov/eea/agencies/massdep/recycle/reduce/managing-construction-demolition-wastes.html>

- [Material-Specific Information](#)
- [Project Planning Tools](#)
- [Recycling, Reuse & Disposal Options](#)
- [Reports, Data & Case Studies](#)

MassDEP, Final 2010-2020 Solid Waste Master Plan: A Pathway to Zero Waste:

<http://www.mass.gov/eea/docs/dep/recycle/priorities/swmp13f.pdf>

[List of Active Landfills in Massachusetts](#)

Sorted by municipality and facility name. June 2013.

[List of Active Combustion Facilities in Massachusetts](#)

Sorted by municipality. September 2011.

[List of Active Handling Facilities in Massachusetts](#)

Sorted by municipality. September 2011.

[List of Active Composting Sites in Massachusetts](#)

Sorted by municipality. May 2012.

[Inactive/Closed Landfills & Dumping Grounds List](#)

Sorted by municipality and facility name. June 2013.

[Massachusetts Solid Waste Facilities Master List](#)

Provides basic information on landfills/dumping grounds, handling/transfer facilities, and combustion facilities across Massachusetts. Updated June 2013

Federal Emergency Management Agency (FEMA)

FEMA Regional contacts:

<https://www.fema.gov/fema-regional-contacts>

FEMA 321 Public Assistance Policy Digest - January 2008 - Easy-to-read, brief summary of Public Assistance program policies. ([PDF](#) 1.12MB)

[FEMA 322 Public Assistance Guide - June 2007](#) - Describes provisions and application procedures for Public Assistance program grants. ([PDF](#) 1.62MB)

FEMA 323 Applicant Handbook - March 2010 - Questions and answers on how to apply for Public Assistance program grants. ([PDF](#) 1.92MB, [TXT](#) 200KB)

[FEMA 325 Debris Management Guide](#) - July 2007 - Comprehensive guidance for community leaders in planning, mobilizing, organizing, and controlling large-scale debris clearance and disposal operations. ([PDF](#) 15MB)

<http://www.fema.gov/pdf/government/grant/pa/demagde.pdf>

(Note: Appendices to the DMG (pp 153-260) include FEMA forms for tracking labor and equipment, monitoring forms, Debris Collection and Management Site Hazard Analysis, Demolition Checklist, and Policies and Fact-sheets on various aspects of debris management.)

FEMA 327 Debris Monitoring Guide - Oct. 2010, ([PDF](#) 1.4MB, [TXT](#) 127KB)

FEMA 329 Debris Estimating Field Guide - Sept. 2010, ([PDF](#) 1.3MB, [TXT](#) 19KB)

Memorandum of Understanding for Contaminated Debris Management - ([PDF](#) 4MB, [TXT](#) 16KB)

FEMA DAP9523.13, Debris Removal from Private Property:

www.fema.gov/pdf/government/grant/pa/9523_13.pdf

FEMA DAP9523.4, Demolition of Private Structures:

www.fema.gov/pdf/government/grant/pa/9523_4.pdf

FEMA Public Assistance Alternative Procedures Pilot Program - Debris Removal: Debris Management Plan Review Job Aid; June 28, 2015:

<https://www.fema.gov/media-library-data/1435583120468-5f159dfe61d4cea48d22a67980a42786/PAAPDebrisManagementPlanJobAidv2FINAL062515508.pdf>

US Environmental Protection Agency (US EPA)

EPA's Planning for Disaster Debris manual highlights planning for debris cleanup, including lessons learned from communities experienced in disaster recovery:

<https://www.epa.gov/large-scale-residential-demolition/disaster-debris-planning>

EPA special guidance on managing Asbestos Containing Materials in the course of building demolition following a large-scale disaster:

<http://www.epa.gov/katrina/debris.html>

EPA information on construction and demolition (C&D) debris recycling:

<https://www.epa.gov/smm/best-practices-reducing-reusing-and-recycling-construction-and-demolition-cd-materials>

EPA national listing of approved refrigerant (freon) recyclers:

<http://www.epa.gov/ozone/title6/608/reclamation/reclist.html>

Other Federal Agencies

US Army Corps of Engineers Debris Volume Estimation Model:

<http://www.usace.army.mil/Missions/EmergencyOperations/DisasterImpactModels.aspx>

Occupational Safety and Health Administration (OSHA) eMatrix provides guidance on how to keep workers safe during disaster debris cleanup/management (Note: more people are typically injured during cleanup than during disasters):

<http://www.osha.gov/SLTC/etools/hurricane/index.html>

Federal Highway Administration Emergency Relief Program - information on federal reimbursement for repair of disaster-damaged federally funded highways:

<http://www.fhwa.dot.gov/programadmin/erelief.cfm>

Other State Resources

CommBUYS: <https://www.commbuys.com/bsa/>

Department of Labor Standards (DLS) prevailing wage site:

<http://www.mass.gov/lwd/labor-standards/prevaling-wage-program/>

Disaster Debris Management Plan, Westborough, MA, June 2008:

http://www.town.westborough.ma.us/Public_Documents/WestboroughMA_Health/DisasterDebris/

Massachusetts geoDOT—GIS for Transportation:

<http://massdot.maps.arcgis.com/apps/PublicGallery/index.html?appid=8e959aade58249f3be95a96e48c52ff0>

Massachusetts Road Jurisdiction Maps (from MA geoDOT):

http://gis.massdot.state.ma.us/Images/CurrentMaps/Jurisdiction_Display2015.pdf

Other Recycling Resources

Institutional Recycling Network C&D Recycling webpage with numerous resources:

<http://www.wastemiser.com/resources.html>

Whole Building Design Guide website lists 6 MA companies that accept C&D material, land-clearing debris, soils, and other materials in their Construction Waste Management Database at

<http://www.wbdg.org/tools/cwm.php>

General recycling information for other demolition materials is available for:

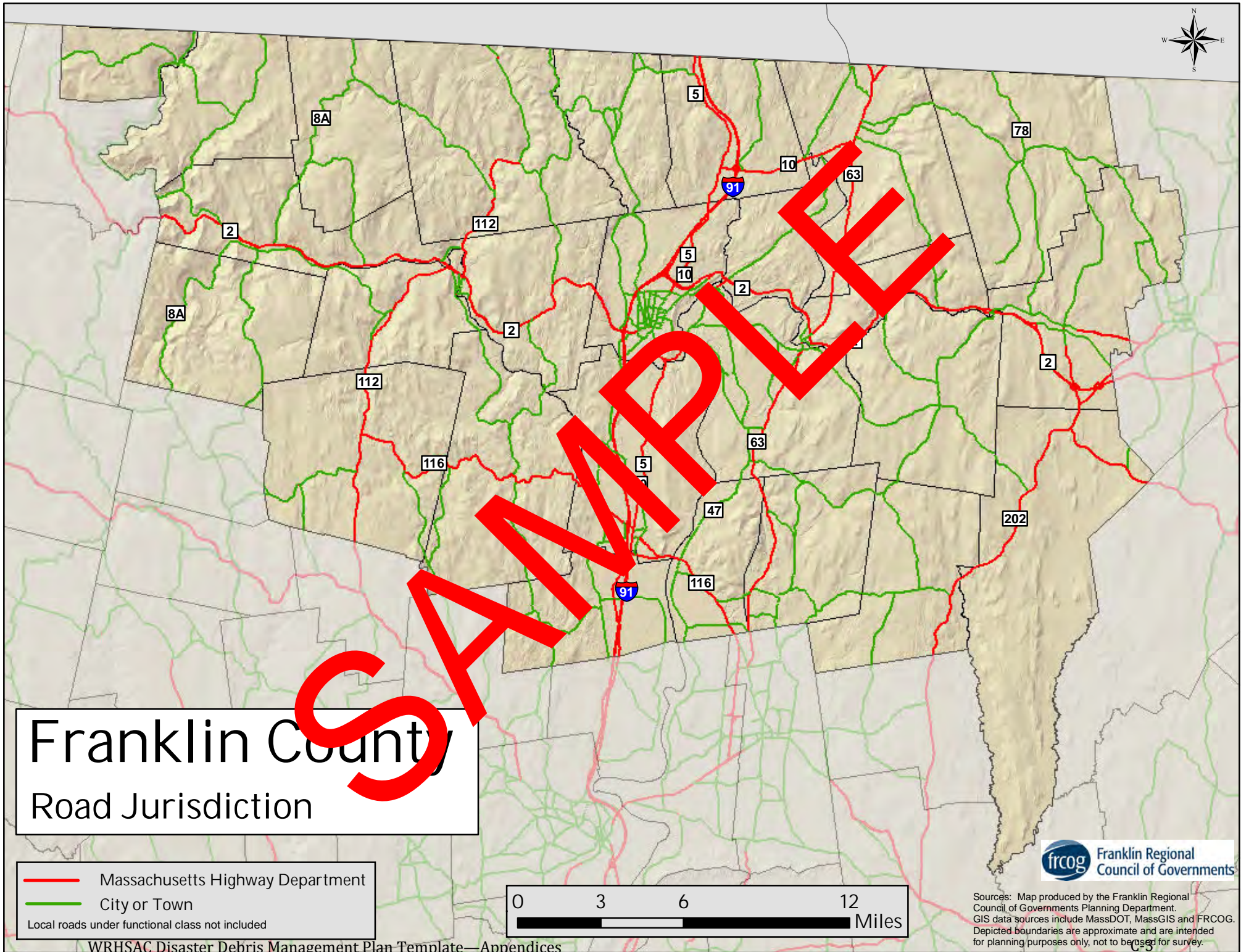
Concrete at <http://www.concreterecycling.org>

Asphalt shingles at <http://www.shinglerecycling.org>

Mixed metals at:

- Institute of Scrap Recycling Industries <http://www.isri.org>
- Steel Recycling Institute <http://www.recycle-steel.org>
- Automotive Recyclers Association <http://www.a-r-a.org>

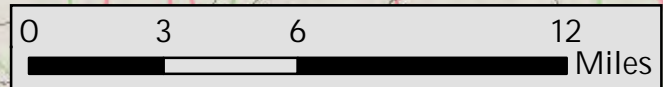
APPENDIX C: ROAD JURISDICTION MAP



Franklin County

Road Jurisdiction

- Massachusetts Highway Department
- City or Town
- Local roads under functional class not included



Sources: Map produced by the Franklin Regional Council of Governments Planning Department. GIS data sources include MassDOT, MassGIS and FRCOG. Depicted boundaries are approximate and are intended for planning purposes only, not to be used for survey.

APPENDIX D: FEMA PUBLIC ASSISTANCE PILOT PROGRAM GUIDES

- 1) Public Assistance Alternative Procedures Pilot Program Guide for Debris Removal (Version 2); June 27, 2014**
- 2) Debris Management Plan Review Job Aid; September 16, 2013**
- 3) Public Assistance Alternative Procedures Pilot Program – Debris Removal Standard Operating Procedures; June 27, 2014**
- 4) Public Assistance Alternative Procedures Pilot Program for Debris Removal: Frequently Asked Questions; June 27, 2014**

Public Assistance Alternative Procedures Pilot Program Guide for Debris Removal (Version 4)

June 28, 2016



FEMA

WRHSAC Disaster Debris Management Plan Template—Appendices
November 2016

**Federal Emergency Management Agency
Department of Homeland Security**
500 C Street, S.W.
Washington, DC 20472

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PART I. OVERVIEW

On January 29, 2013, President Obama signed into law the Sandy Recovery Improvement Act of 2013 (P.L. 113-2). This law amends Title IV of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5121 et seq.) (Stafford Act). Specifically, the law adds section 428, which authorizes alternative procedures for the Public Assistance Program under sections 403(a)(3)(A), 406, 407 and 502(a)(5) of the Stafford Act. It also authorizes the Federal Emergency Management Agency (FEMA) to implement the alternative procedures through a pilot program. The pilot program for the alternative procedures that pertain to debris removal is available through June 27, 2017. FEMA will analyze data documented throughout the pilot to assess the procedures' effectiveness at achieving the goals outlined in the Sandy Recovery Improvement Act. Based on the assessment, FEMA may elect to discontinue the program, extend the pilot for an additional performance period, or issue regulations that would institute the program changes authorized by the law.

The law identifies the following goals for these procedures:

- Reducing the costs to the Federal Government of providing Public Assistance.
- Increasing flexibility in the administration of such assistance.
- Expediting the provision of assistance to a state, tribal or local government, or nonprofit owner or operator of a private nonprofit facility.
- Providing financial incentives and disincentives for timely and cost-effective completion of projects with such assistance.

Public Assistance Program Features Included in the Alternative Procedures

The alternative procedures authorized under the law pertain to debris removal (emergency work) and repair, restoration, and replacement of disaster-damaged public and private nonprofit facilities (permanent work). This guide outlines the alternative procedures for debris removal only.

Alternative Procedures for Debris Removal

For debris removal, the law allows for, and FEMA is currently piloting:

- The use of a sliding scale for determining the federal share for removal of debris and wreckage based on the time it takes to complete debris and wreckage removal;
- The use of program income from recycled debris without offset to the award amount;
- Reimbursing base and overtime wages for the employees of state, tribal or local governments, or owners or operators of private nonprofit facilities performing or administering debris and wreckage removal; and

-
- Providing incentives to a state or tribal or local government to have a debris management plan accepted¹ by the FEMA Administrator and have pre-qualified one or more debris and wreckage removal contractors before the start of the declaration's incident period.

The law also authorizes FEMA to make awards for debris removal on the basis of fixed estimates, and to allow subrecipients to use excess funds from those awards for approved purposes. FEMA is not implementing these procedures as part of this pilot. FEMA continues to work to improve debris estimating methodologies and will consider implementing these procedures in the future.

A. Applicability

In accordance with the law, state, tribal, and local governments, and the owners and operators of certain private nonprofit facilities may participate in the alternative procedures during the pilot performance period.² Participation in the pilot program and use of the alternative procedures for debris removal is voluntary. If subrecipients use any of the alternative procedures, they must sign an acknowledgement regarding these procedures, which FEMA will attach to the Subaward Application (Project Worksheet).

The alternative procedures for the debris removal pilot program are available to any applicant, upon request, for any major disaster or emergency declared on or after June 28, 2013, and until the end of the pilot program period. For incidents declared between June 28, 2013, and June 27, 2014, the alternative procedures contained in this document are for large projects only with the exception of reimbursement for straight time force account labor which can be applied to both small and large projects.³ (See **Debris Removal Straight Time Force Account Labor** section.) For disasters and emergencies declared on or after June 28, 2014, all of the debris removal alternative procedures can be applied to both small and large projects. Small projects, with the exception of those using the Accelerated Debris Removal--Increased Federal Cost Share (Sliding Scale) alternative procedure, will be processed using the Simplified Procedures authorized by Section 422 of the Stafford Act.

¹ FEMA will review debris management plans as described in the Debris Management Plan Job Aid.

² See "FEMA: Public Assistance Interim Program Guidance on 2 C.F.R. Part 200," which applies to all major disasters and emergencies declared on or after December 26, 2014. "Recipient" is a "state or Indian tribal government that receives a Federal award directly from FEMA to carry out an activity under the PA Program." "Subrecipient" is a "non-Federal entity that receives a subaward from a pass-through entity [e.g., a state or Indian tribal government that provides a subaward to a subrecipient to carry out an activity under the PA program] to carry out an activity under the PA program."

³ A Large Project is a project with a total estimated cost that exceeds the monetary threshold established in section 422 of the Stafford Act and 44 CFR §206.203(c). For major disasters and emergencies declared after October 1, 2015, the threshold is \$121,800. This threshold will be adjusted annually for inflation. A small project is any project with a value less than the large project threshold.

B. Compliance With Applicable Laws, Regulations, and Policies

The law authorizes FEMA to carry out the alternative procedures via this guidance as a pilot program. Accordingly, FEMA has developed this document to provide the framework for implementing the alternative procedures as a pilot program and to establish acceptable requirements for those elements of existing regulations that are excepted by the provisions of the law. This guidance document addresses exceptions to regulations in 44 CFR §§206.203(c)(1), 206.204(e), 206.206, and 206.253(a).

Subrecipients participating in this pilot program must abide by the elements of this guidance document for applicable components of the Public Assistance Program; and FEMA will approve projects to which the alternative procedures apply in accordance with this document. However, all other statutory, regulatory and policy requirements of the Public Assistance Program apply and are not affected by the alternative procedures. The alternative procedures also do not affect requirements for compliance with other federal requirements, including environmental and historic preservation (EHP) laws, regulations, and executive orders.

C. Purpose of this Guidance Document

This document provides guidance to FEMA, recipients, and subrecipients for implementing the alternative procedures for the debris removal pilot program. This guidance document pertains only to procedures authorized under the law. FEMA, recipients, and subrecipients will implement all other aspects of the Public Assistance Program in accordance with standard procedures. It describes the scope and limitations of the alternative procedures; describes changes to the aspects of the Public Assistance Program to which these procedures apply; identifies responsibilities for certain activities; and, identifies timelines for key actions and decisions.

As described previously, FEMA is implementing the alternative procedures initially through a pilot program. The pilot will allow FEMA to gather meaningful information on the effectiveness of the alternative procedures, to establish controls for the proper use of federal funds, and to inform a potential future proposed rulemaking.

PART II. ALTERNATIVE PROCEDURES FOR DEBRIS REMOVAL

These procedures contain provisions intended to increase the effectiveness of debris removal operations and reduce federal administrative costs. Although some provisions are most effective when used together, such as employing a debris management plan in an accelerated debris removal operation, subrecipients may elect to use one or more of the procedures for their debris removal projects. Utilizing multiple debris removal alternative procedures is not required for any given debris removal project in order to receive the incentive for any of the other provisions. These alternative procedures are addressed in greater detail in the following sections.

A. Requesting Alternative Procedures for Debris Removal

Upon the declaration of a major disaster or emergency by the President authorizing FEMA to provide debris removal assistance, FEMA will provide eligible Public Assistance subrecipients the opportunity to participate in the alternative procedures for the debris removal pilot program. Subrecipients must notify FEMA of their intent to participate in the alternative procedures by signing and submitting the *Public Assistance Alternative Procedures Pilot Program for Debris Acknowledgement* (Appendix A) before obligation of their first subaward for debris removal or within 60 days of the Kickoff Meeting, whichever occurs earlier.

B. Accelerated Debris Removal--Increased Federal Cost Share (Sliding Scale)

The pilot program authorizes an increased federal cost share for the collection, hauling, processing, and disposal of debris when subrecipients perform removal operations within a specified time frame (Table 1). To participate in this procedure, debris removal projects must include all debris for which a subrecipient will be requesting FEMA assistance.

Table 1. Alternative Procedure Federal Cost Share

Debris Removal Work (Days from Start of Incident Period)	Federal Cost Share
1-30	85%
31-90	80%
91-180	75%
Federal dollars will NOT be provided for debris removal after 180 days (unless an extension is authorized by FEMA)	

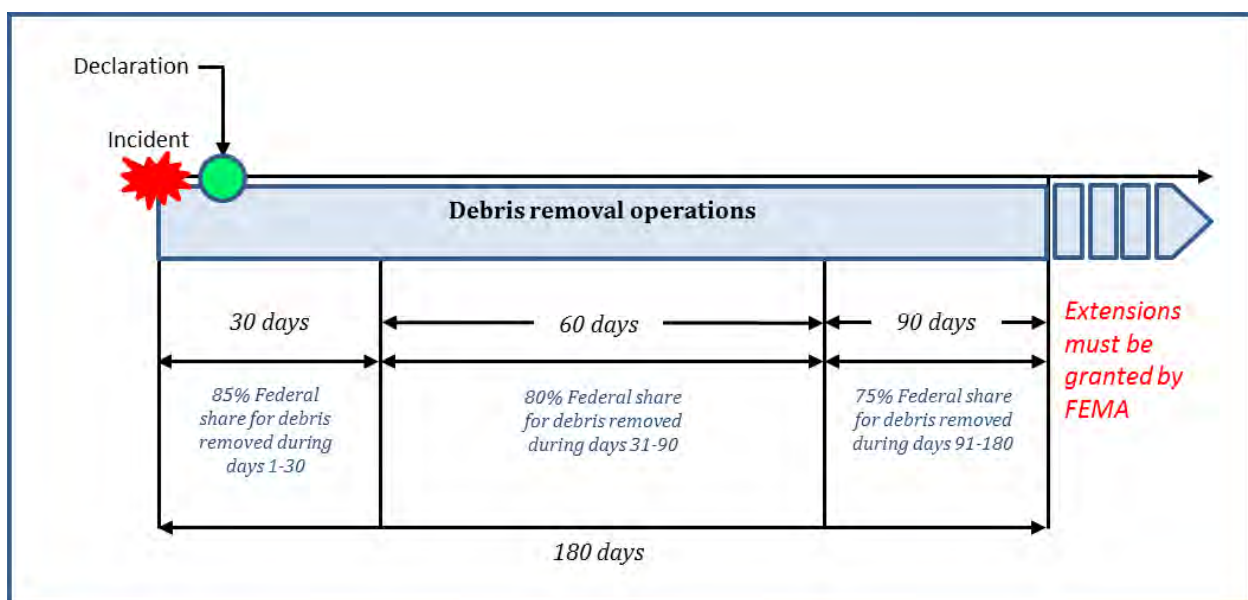
Reimbursement provided to subrecipients will be based on the federal cost share percentages shown in Table 1 for debris removal work performed within the specified time frames. The

subaward shall reflect actual costs for debris removal activities conducted from the incident's start date until the ending time frame specified in the table. The increased federal cost share for accelerated debris removal is available only for assistance provided to a subrecipient for the debris removal it performs. It does not apply to debris removal conducted under Direct Federal Assistance (DFA).

A subaward will be prepared at the appropriate cost share to reflect the amount of debris removal work completed during each operational time frame. If the subrecipient agrees to this alternative procedure, no debris removal activities conducted after 180 days from the start of the incident period will be funded, unless FEMA authorizes an extension. FEMA will fund eligible direct administrative costs (DAC) incurred after the end of the 180-day timeframe or the end of the approved time extension. Only DAC related to eligible debris removal performed within the approved time frame is eligible.

All requests for an extension to the 180-day timeframe must be submitted through the recipient, and only FEMA may authorize extensions. Generally, FEMA will only authorize extensions when unusual circumstances delay the start or completion of work. FEMA is unlikely to authorize extensions for weather-related delays or the inability to obtain permits in a timely fashion. See 44 CFR 206.204(d) for further information on requesting extensions. Additional debris removal beyond the 180 days cannot be funded through DFA. After agreeing to this alternative procedure, and once the first subaward is prepared and obligated at the increased Federal share, the subrecipient cannot revert to standard procedures for the remaining debris removal costs. Figure 1 describes the overall timeline for use of the sliding scale.

Figure 1. Timeline for use of the sliding scale for debris removal.



C. Recycling Revenues

Subrecipients may retain revenues received through recycling eligible disaster debris. The subrecipient shall provide the recipient written notification of the revenue received as part of its final accounting of actual costs. This should include the completion date of the debris removal operations, a brief description of the quantity and types of debris recycled, and the cost for processing debris for recycling. The recipient will forward this information to FEMA in the accounting of the final project costs. The cost of establishing and managing the recycling program or process and additional sorting and processing of the debris for recycling purposes cannot be claimed as a direct project cost on the debris removal subaward. This alternative procedure can be used in combination with any other alternative procedure or on its own.

Subrecipients can use revenues from debris recycling only for the following approved purposes: to meet the cost sharing requirements of Public Assistance subaward funding for debris removal; to develop comprehensive disaster preparedness and assistance plans, programs, and capabilities; to conduct activities that reduce the risk of future damage, hardship or suffering from a major disaster; or to improve future debris removal operations or planning. Activities that improve future debris removal operations and planning may include:

- Developing disaster debris management plans.
- Updating or revising existing plans.
- Enhancing subrecipient landfill-management sites.
- Installing mechanisms such as debris trash racks, K-Rail debris guards and silt fences to control the flow of disaster debris in future events.
- Buying equipment such as street sweepers, shredders, backhoes, balers and sorting conveyors that would facilitate sorting, volume reduction, or removing disaster debris.
- Purchasing debris recycling equipment.
- Purchasing software and hardware products to facilitate quantifying disaster debris.
- Buying onboard weight measurement systems for debris-collection trucks.
- Purchasing software systems for debris load management to assist in tracking trucks, drivers and routes.

If revenues are not used for an authorized purpose, subaward funding will be reduced by the amount of that revenue as program income.

D. Straight Time Force Account Labor

When subrecipients use their own labor forces to perform all or part of debris removal operations, FEMA will reimburse, at the appropriate cost share level, the base and overtime wages for existing employees and hiring of additional staff. This alternative procedure can be used with any other alternative procedure or on its own.

E. Debris Management Plans

A subrecipient with a FEMA-accepted debris management plan at the time of an event can increase the effectiveness of its debris management operations. Specifically, a debris management plan should improve a subrecipient's ability to complete debris removal within the timelines associated with the sliding scale.

When the subrecipient has a FEMA-accepted debris management plan before the date of the declared incident period, FEMA will provide a one-time incentive of a two (2) percent cost share adjustment applied to debris removal work completed within 90 days. This one-time incentive will not be available to the same subrecipient again during the course of the pilot. This procedure can be used with any of the other pilot procedures or on its own. FEMA will review plans submitted through the recipient. Plans should include all of the following 12 elements:

- Debris management overview
- Events and assumptions
- Debris collection and removal plan
- Debris disposal locations and debris management sites
- Debris removal on private property
- Use and procurement of contracted services
- Use of force account labor
- Monitoring of debris operations
- Health and safety requirements
- Environmental considerations and other regulatory requirements
- Public information
- Identification of one or more prequalified debris removal contractors

Please see FEMA's Alternative Procedures Debris Management Plan Job Aid at <https://www.fema.gov/alternative-procedures> for more information.

The legislation also requires a subrecipient to have at least one (1) or more pre-qualified debris removal contractors.⁴ Any debris contract award must comply with federal procurement requirements, as outlined in 2 CFR Part 200. Federal procurement compliance may have more stringent requirements than state or local requirements.

In addition, the content of the plans will vary and depend highly on state and local ordinances and zoning, as well as the location of critical infrastructure, emergency services, disposal locations, and other localized factors. FEMA will review the plans to ensure that subrecipients have considered the 12 elements previously listed. FEMA review or acceptance of the plan does

⁴ A pre-qualified contractor is one that has been identified and evaluated by a local government and has been determined to be capable to perform debris removal work (e.g., capabilities, bonding, insurance, availability). Identification of these qualifications should be done in conjunction with the drafting of a debris management plan, which should include specific contract requirements and explain how contractor qualifications are established. Identifying a pre-qualified contractor does not create a "stand-by" contract.

not mean it is approving any operational component of the plan and does not commit the Federal Government to funding any aspect of the plan.

PART III. FEDERAL AWARDS MANAGEMENT REQUIREMENTS

The process for monitoring and closing projects is streamlined under the alternative procedures. The federal awards management requirements are outlined in the sections that follow.

A. Federal Awards Management Activities

For projects funded under the alternative procedures, major activities conducted during the Federal Awards Management phase are as follows:

- The subrecipient must complete work within established regulatory time frames and request time extensions as appropriate, pursuant to 44 CFR §206.204(d) *Requests for time extensions*;
- The subrecipient must submit quarterly progress reports to the recipient for large projects in which the work is not completed and financially reconciled, pursuant to 44 CFR §206.204(f) *Progress reports*;
- The recipient will provide funds to the subrecipient in accordance with federal and state requirements;
- The recipient will ensure that subrecipients understand and adhere to federal procurement requirements as well as other requirements of 2 CFR Part 200. The recipient will ensure that subrecipients comply with EHP requirements, notify FEMA of any work that requires EHP compliance reviews, and provide necessary documentation to conduct EHP reviews;
- The subrecipient must not deposit subaward funds in an interest-bearing account. If that occurs, the subrecipient must remit any interest earned to FEMA; and
- The subrecipient will submit to the recipient a final report of project costs. This report will be used to track and monitor the success of the pilot (see Standard Operating Procedures 9570.14, *Program Management and Closeout* for information on closeout processes and requirements). The final report should include the following components as documented on the Project Worksheet (FEMA Form 90-91):
 - Total actual costs to complete the subaward
 - Actual quantities of debris removed
 - Time frames for full removal of debris
 - Compliance with federal procurement requirements
 - Documentation of compliance with all subaward conditions
 - Compliance with EHP conditions

B. Subaward Closure

Alternative procedures subawards are closed when the approved scope of work is completed, and the subrecipient provides the recipient an accounting of the subaward in accordance with the requirements detailed in subsection A – Federal Awards Management Activities. The recipient will provide the accounting of project costs to FEMA and will request the project be closed.

C. Appeals

For subawards funded using the alternative procedures, the subrecipient can submit an appeal, in accordance with 44 CFR §206.206, only for the following:

- Subaward approval and obligation
- Corrective actions resulting from compliance reviews such as an audit

D. Audits and Compliance Reviews

The Office of Inspector General may audit any subrecipient and/or subaward. FEMA also can conduct compliance reviews of awards and subawards. Any corrective actions the Agency takes as a result of these audits or compliance reviews may be appealed in accordance with 44 CFR §206.206. For alternative procedures subawards, a compliance audit will review subawards and costs to ensure that the subrecipient complied with the guidelines contained within this document and other applicable requirements.

PART IV. REPORTING AND PERFORMANCE MEASURES

FEMA will review and evaluate the alternative procedures pilot program to determine if the pilot met the objectives of the Sandy Recovery Improvement Act. FEMA will assess if the pilot achieved the objectives for the alternative procedures outlined in the law, namely:

- Reducing the costs to the Federal Government of providing Public Assistance.
- Increasing flexibility in the administration of such assistance.
- Expediting the provision of assistance to a state, tribal or local government, or nonprofit owner or operator of a private nonprofit facility.
- Providing financial incentives and disincentives for timely and cost-effective completion of projects with such assistance.

FEMA will implement a comprehensive assessment based on performance measures and metrics that are identified to measure the success of the pilot in meeting these objectives. If the pilot is determined to be effective, the data will be used to inform the development of future proposed rulemaking.

APPENDIX - A

Public Assistance Alternative Procedures Pilot Program for Debris Removal Acknowledgement

In accordance with the Sandy Recovery Improvement Act of 2013, the Federal Emergency Management Agency (FEMA) is implementing alternative procedures for the Public Assistance (PA) Program through a pilot program.

As a representative of the subrecipient, we elect to participate in the following:

- ☐ Accelerated Debris Removal - increased federal cost share (sliding scale)
 - ☐ Recycling Revenue (subrecipient retention of income from debris recycling without a award offset)
 - ☐ One-time incentive for a FEMA-accepted debris management plan and identification of at least one pre-qualified contractor
 - ☐ Reimbursement of straight time force account labor costs for debris removal
1. The pilot is voluntary and the subrecipient must apply the selected alternative procedures to all of its debris removal subawards.
 2. For the sliding scale, the subrecipient accepts responsibility for any costs related to debris operations after six months from the date of the incident unless, based on extenuating circumstances, FEMA authorizes a time extension.
 3. The subrecipient acknowledges that FEMA may request joint quantity evaluations and details regarding subrecipient operations necessary to assess the pilot program procedures.
 4. All contracts must comply with local, state, and federal requirements for procurement, including provisions of 2 CFR Part 200.
 5. The subrecipient must comply with all federal, state and local environmental and historic preservation laws, regulations, and ordinances.
 6. The Office of Inspector General may audit any subrecipient and/or subaward.

Signature of Subrecipient's Authorized Representative

Date

Printed Name and Title

Subrecipient Name

PA ID Number

- ☐ We elect to **not** participate in the Alternative Procedures for Debris Removal.

PUBLIC ASSISTANCE ALTERNATIVE PROCEDURES PILOT PROGRAM – DEBRIS REMOVAL



FEMA

Debris Management Plan Review Job Aid

This job aid outlines the process the U.S. Department of Homeland Security's Federal Emergency Management Agency (FEMA) will use to review Debris Management Plans (Plan) submitted for consideration under the Public Assistance (PA) Alternative Procedures Pilot Program for Debris Removal (Debris Pilot). The Sandy Recovery Improvement Act of 2013 (SRIA) (P.L. 113-2) authorized FEMA to provide an incentive to State, Tribal, or local governments, or owner or operator of a private nonprofit facility to have a Plan in place and accepted by FEMA prior to the declaration of a major disaster or emergency declaration. A Plan is a written document establishing procedures and guidance for managing disaster debris in an expeditious, efficient and environmentally sound manner. Recipients and subrecipients may refer to the *Public Assistance Debris Management Guide* (FEMA 325) for more extensive details regarding items to consider in development of a Plan.

A. Cost Share Incentive

When a recipient or subrecipient has a Plan determined acceptable by FEMA and has identified at least one or more pre-qualified contractors before the date of the disaster declaration incident period, FEMA will provide a one-time incentive of a two (2) percent increased cost share adjustment for the first 90 days of debris removal activities, beginning the first day of the declared incident period, provided the Plan is implemented for that disaster.

B. Basic Plan Elements

The content of each Plan will vary depending on State, Tribal and local ordinances, zoning, locations of area-critical infrastructure, emergency services, disposal locations, and other localized factors. However, the following 12 elements are the basic components of a comprehensive Plan:

- 1. Debris Management Plan Overview.** This section of the Plan should include a discussion explaining the Plan's purpose and its overarching goals. It should also include a brief discussion about how the Plan was developed; who participated in the Plan development (effort should be made to include all internal departments and external entities that may be involved with the debris removal operations); and whether the Plan is officially adopted by the governing body.

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FEMA

- 2. Events and Assumptions.** Forecasting the type and quantity of debris is essential to the debris removal planning process. The Plan should identify the types and severity of disasters that are most likely to occur along with the types and anticipated quantities of debris that may be generated. It should also identify the type of handling that would be necessary to safely manage the debris. The Plan should describe the general terrain types, land use, and accessibility for the areas which would most likely be impacted by the disaster and how these characteristics may affect debris operations.
- 3. Debris Collection and Removal.** A debris collection strategy establishes a systematic approach for the efficient removal of debris so that the community can recover quickly after a disaster. The clearance and collection of disaster debris should be structured to meet response and recovery priorities. As such, the Plan should identify and prioritize facilities that will be impacted by disaster debris. It should also define the priorities during both the response and recovery phase operations and describe the coordination process with other entities responsible for managing debris. The Plan should identify roles and responsibilities for all functions involved (e.g., Public Works, Finance, Solid Waste Departments, etc.). Additionally, the Plan should address the methods that will be used to remove debris (i.e., curbside collection, community drop-off bins, etc.).
- 4. Temporary Debris Management Sites and Disposal Locations.** The Plan should identify locations where the disaster debris will be segregated, reduced and disposed and/or whether it will be recycled. The Plan should address traffic circulation at each of the disposal sites, disposal capacity and how debris will be managed if there is a lack of landfill capacity.
- 5. Debris Removal on Private Property.** Debris removal from private property is generally the responsibility of the individual property owners; however, when it is in the public interest to remove debris, the recipient or subrecipient may act to abate the threat. The Plan should identify the circumstances under which the recipient or subrecipient will take such action and identify the enabling laws that allow government to intercede in private property matters. The Plan should also provide discussion on the specific steps it will undertake to obtain permissions to enter on the private property and how it will recoup costs (such as insurance proceeds) for the debris removal.
- 6. Use and Procurement of Contracted Services.** The Plan should discuss the circumstances when contracted services will be required and describe the types of debris operations that will be contracted. The Plan should describe the process and procedure for acquiring competitively procured contracted services. All contracts must comply with

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Federal procurement requirements (i.e., complete bidding), as outlined in Title 2 Code of Federal Regulations (CFR) Part 200; Federal requirements may be more stringent than State or local requirements (See also Recovery Fact Sheet 9580.201 *Debris Contracting Guidance*).

- 7. Use of Force Account Labor.** The Plan should clearly define the types of work that will be performed by force account labor.
- 8. Monitoring of Debris Operations.** Debris monitoring helps ensure that the debris removal contractors are performing the agreed upon scope of work as per the contract and helps to maintain the required documentation for FEMA PA reimbursement. The Plan should include details as to how the recipient or subrecipient will monitor its debris removal contractor at pickup sites, Debris Management Sites/Temporary Debris Storage and Reduction Sites and final disposal areas. Specifically, the Plan should discuss who will perform the monitoring and describe each monitoring task.
- 9. Health and Safety Requirements.** Debris operations involve the use of heavy equipment and numerous types of trucks, which can pose safety hazards to emergency workers and the public. In addition to safety hazards, exposure to certain types of debris can pose potential health risks to emergency workers and the public. The Plan should include specific details as to how workers and the public will be protected and discuss the specific measures for adherence to safety rules and procedures.
- 10. Environmental Considerations and Other Regulatory Requirements.** The removal and disposal of certain types of debris have impact on the human and physical environment. Successful debris operations depend on compliance with Federal, State and local environmental laws. The Plan should identify all debris operations that may trigger compliance with environmental and historic preservation laws. It should also identify how compliance will be attained.
- 11. Public Information.** The dissemination of debris removal information is critical to the effective and efficient removal of disaster debris. The Plan should include a public information strategy to ensure that residents receive accurate and timely information about the parameters, rules, and guidelines for debris removal.
- 12. Identification of Debris Removal Contractors.** The recipient or subrecipient must identify at least one or more debris contractors that it has pre-qualified to perform debris operations. A pre-qualified contractor is one that has been identified and evaluated by a local government and has been determined to be capable to perform debris removal work

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FEMA

(e.g., capabilities, bonding, insurance, availability). Identification of these qualifications should be done in conjunction with drafting the debris management plan, which should include specific contract requirements and explain how contractor qualifications are established. The purpose of having a pre-qualified contractor is to have a list of qualified contractors to compete the work. A pre-qualified contractor does not constitute a stand-by contractor. Subrecipients must still comply with Federal procurement requirements (i.e., competitive bidding), as outlined in 2 CFR Part 200.

C. Plan Submittal and FEMA Review

Subrecipients should submit their Plan to the recipient for initial review and coordination. The recipient should review the Plan to validate that it meets the overall intent of establishing processes and procedures to remove debris expeditiously, efficiently and in an environmentally sound manner and provide the subrecipient with any necessary feedback on the content. Once the recipient confirms that the Plan sufficiently addresses each of the elements in the *Debris Management Plan Checklist* (Plan Checklist) (attached), the recipient should forward it to the FEMA Regional Administrator for review.

FEMA will use the Plan Checklist to ensure that the Plan addresses the 12 basic components of a comprehensive debris management plan:

- Debris management overview
- Events and assumptions
- Debris collection and removal plan
- Temporary Debris Management Sites and disposal locations
- Debris removal on private property
- Use and procurement of contracted services
- Use of force account labor
- Monitoring of debris operations
- Health and safety requirements
- Environmental considerations and other regulatory requirements
- Public information
- Identification of one or more prequalified debris removal contractors

If upon completion of review, FEMA determines that the Plan does not sufficiently address all of the Plan elements outlined above, then FEMA will provide written notification to the recipient citing the Plan's deficiencies. The subrecipient may revise the Plan and resubmit it through the recipient to FEMA for review.

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When a Plan is accepted, the FEMA Regional Administrator will send an acceptance letter to the recipient (see attached template). FEMA should provide its determination of whether the Plan is acceptable no later than 30 days from the date of receipt of the Plan. Review and acceptance of a Plan does not mean that FEMA is approving any operational component of the plan, nor does it mean that the Federal government will fund any aspect of the Plan. Eligibility of costs for debris removal and management in a declared major disaster or emergency will be determined based on established PA Program authorities, regulations, policies and guidance.

The recipient should retain a record of the Plan and ensure the subrecipient receives a copy of the acceptance letter. After a major disaster or emergency declaration, the subrecipient must notify the recipient whether it would like to request the one-time two (2) percent Federal cost share increase for that incident.

FEMA will track the subrecipients that submit a Plan for review and acceptance. This will include whether FEMA accepted the Plan and which subrecipients have received the two (2) percent Federal cost share incentive. Each FEMA Regional Office will maintain the spreadsheet located in the corresponding folder for that region under the Debris Management Plan folder on the FEMA Headquarters SharePoint site.



FEMA

Debris Management Plan Checklist

Applicant Name

State/Territory/Tribe

Applicant Point of Contact

Contact Number

Yes	No	Plan Requirements	Comment
		Overview – Does the plan describe the purpose and objectives?	
		Events and Assumptions - Does the plan provide information on the types and anticipated quantities of debris that will be generated from various types and sizes of events?	
		Debris Collection and Removal - Does the plan have a debris collection strategy? Does the plan discuss the methods that will be used to remove debris and establish priorities for clearance and removal? Does the plan outline the roles and responsibilities of the various functions involved (Public Works, Finance, and Solid Waste Departments, etc.)?	
		Debris Disposal Locations and Debris Management Sites - Does the plan identify where the disaster debris will be segregated, reduced, and disposed or whether debris will be hauled to a recycler?	
		Debris Removal on Private Property - Does the plan address the authority and processes for private property debris removal?	
		Use and Procurement of Contracted Services - Does the plan describe the types of debris operations that will be contracted? Does the plan describe the process and procedure for acquiring competitively procured contracted services?	
		Use of Force Account Labor - Does the plan define the types of work force account labor will accomplish?	



Yes	No	Plan Requirements	Comment
		Monitoring of Debris Operations- Does the plan describe who and how debris removal contractors will be monitored at pickup sites, Debris Management Sites/Temporary Debris Storage and Reduction Sites and final disposal?	
		Health and Safety Requirements- Does the plan describe how workers and the public will be protected and discuss the specific measures for adherence to safety rules and procedures?	
		Environmental Considerations and Other Regulatory Requirements- Does the plan identify all debris operations that will trigger compliance with environmental and historic preservation laws and how compliance will be attained?	
		Public Information- Does the plan include a public information strategy to ensure that residents receive accurate and timely information about debris operations?	
		Identification of Debris Removal Contractors- Does the jurisdiction identify at least one or more debris contractors that it has prequalified?	



Debris Management Plan Acceptance Letter Template

Addressed to the Recipient

Dear [Insert Name],

This letter responds to the [your, or Name the State Office of Emergency Services ...] request dated [date of correspondence] for the U.S. Department of Homeland Security's Federal Emergency Management Agency (FEMA) to accept the [name of jurisdiction] Debris Management Plan (Plan) for participation in the Public Assistance (PA) Alternative Procedures Pilot Program for Debris Removal. This pilot program allows a one-time two (2) percent Federal cost share increase for debris removal operations performed within 90 days from the start of the incident period of a major disaster or emergency declaration.

FEMA Region [XX] has determined that the Plan:

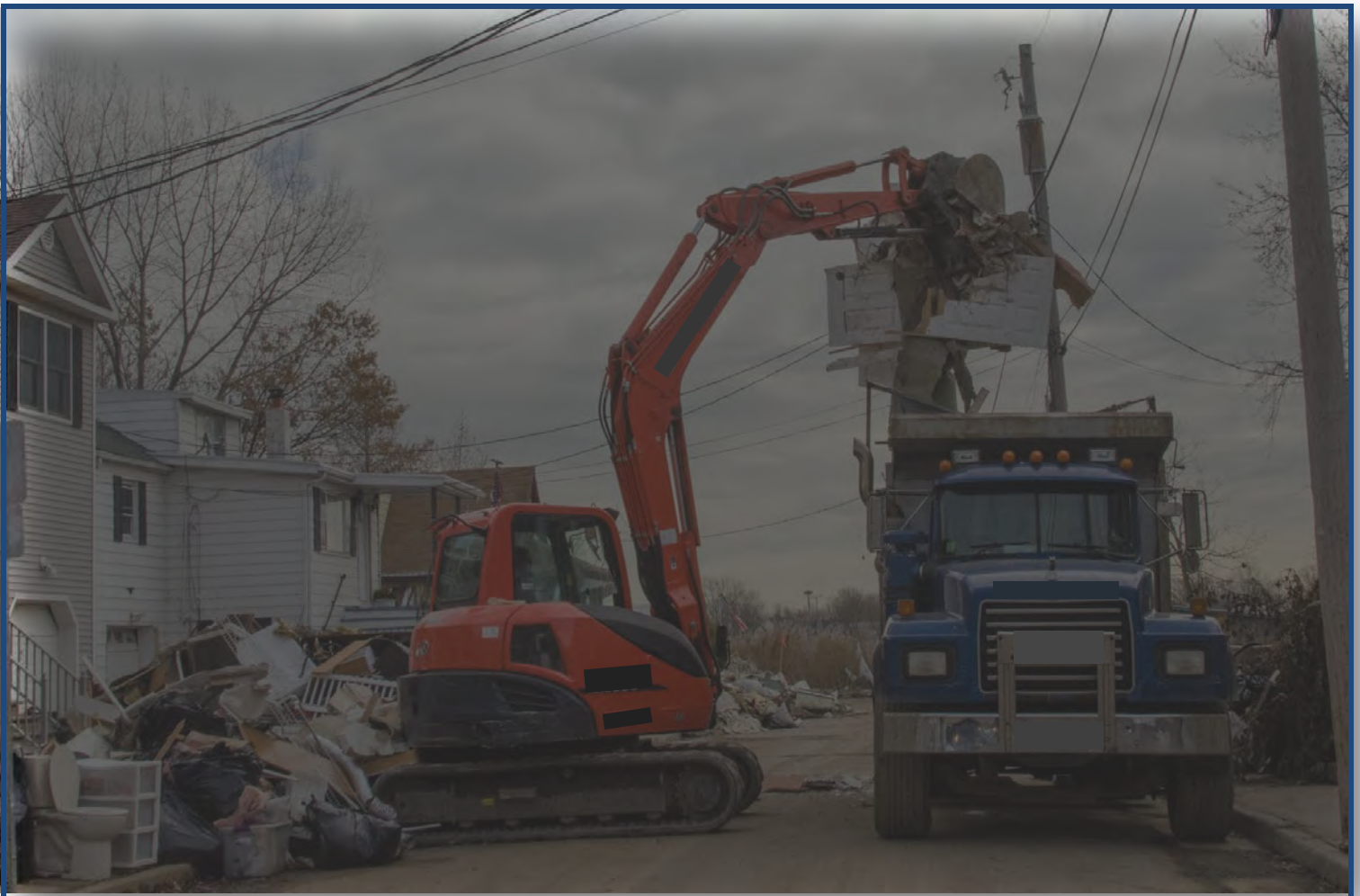
- ☐ Contains the basic planning elements of a Debris Management Plan along with at least one prequalified debris and wreckage removal contractor (see enclosed Debris Management Plan Checklist). Therefore, FEMA has determined the Plan is acceptable. Accordingly, the [name of jurisdiction] may receive a one-time two (2) percent Federal cost share increase as part of the PA Alternative Procedures Pilot Program for Debris Removal. Your office should notify FEMA when [name of Jurisdiction] wishes to apply the incentive to its debris removal work.
- ☐ Does not contain the basic planning elements as noted in the enclosed Debris Management Plan Checklist. The [name of jurisdiction] may revise its Plan and resubmit it to FEMA, through your office, for reconsideration.

Acceptance of this Plan does not mean that FEMA is approving any operational component of the plan nor does it mean that the Federal government will fund work conducted under any aspect of the Plan. Eligibility of costs for debris removal and management in a declared major disaster or emergency will be determined based on established PA Program authorities, regulations, policies and guidance. subrecipients must comply with Federal procurement requirements (i.e., competitive bidding), as outlined in 2 CFR Part 200, in the procurement of debris removal services.

Should [you, or the State Office of Emergency Services] have any questions you may contact [name of FEMA personnel] at xxx-xxx-xxxx.

Sincerely,

Signed
Regional Administrator or Designee



Public Assistance Alternative Procedures Pilot Program – Debris Removal Standard Operating Procedures

June 27, 2014



FEMA

**Federal Emergency Management Agency
Department of Homeland Security
500 C Street, S.W.
Washington, DC 20472**

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Standard Operating Procedures

A. Purpose and Applicability

This Public Assistance (PA) Alternative Procedures Pilot Program for Debris Removal (Debris Pilot) - Standard Operating Procedures (SOP) applies to debris removal subgrants in all major disasters and emergencies declared on or after June 28, 2013. The Debris Pilot will remain in place through June 27, 2015, at which point the Federal Emergency Management Agency (FEMA) will assess the pilot's effectiveness at achieving its goals.

This SOP outlines procedures for documenting and processing requests for federal disaster assistance under the Debris Pilot. The requirements and procedural information outlined in this document are to ensure that the program is consistently implemented and resulting information is captured in a manner that will allow for effective data collection and analysis. Data will be gathered and used to determine whether to discontinue the Debris Pilot until regulations are promulgated, or extend it for an additional performance period. Therefore, it is critical that the tools and processes outlined throughout this SOP be used for data tracking and reporting purposes.

B. Subgrantee Participation

The Public Assistance Crew Leader (PACL) will explain the Debris Pilot at the Kickoff Meeting in order to ensure a thorough discussion of the subgrantee's options. Subgrantees must notify FEMA of their intent to participate in the alternative procedures by signing and submitting the *Public Assistance Alternative Procedures Pilot Program for Debris Acknowledgement* (Appendix A) before obligation of their first subgrant for debris removal or within 60 days of the Kickoff Meeting, whichever occurs earlier. The PACL must attach the signed form to the first applicable Subgrant Application/Project Worksheet (subgrant) and the Case Management File (CMF). The PACL must note in the CMF that the subgrantee is "Participating in Alternative Procedures for Debris Removal" or "Not Participating in Alternative Procedures for Debris Removal". The subgrantee can reverse or modify its decision to participate prior to the 60 day deadline unless any of its subgrants for debris removal work are obligated. Once a subgrantee has debris subgrants that are obligated, it may not alter its decision regarding participation in the alternative procedures.



C. Project Formulation

1. EMMIE Project Title Number/Cost Codes/Standard Comments

FEMA has established national standard project title numbers, cost codes and standard comments to capture and report data and **must** be used at all Joint Field Offices and Regional Offices. Project Title 120 Debris Alternative Procedures must be used for any subgrant that includes any of the alternative procedures for debris removal. It should not be used on any subgrant that does not include at least one (1) of the Debris Pilot procedures.

Title Number	Subgrant Title
120	Debris Alternative Procedures

Staff must use the following Debris Pilot cost codes in the cost section on all applicable subgrants. If a de-obligation is necessary, use the same cost code and a negative dollar amount.

Cost Codes for Debris Pilot		
Cost Code Number	Cost Code Description	
9221	PAAP Accelerated Debris Removal 0-30 days – 85% Federal Share	No value
9222	PAAP Accelerated Debris Removal 31-90 days – 80% Federal Share	No value
9223	PAAP Accelerated Debris Removal 91-180 days – 75% Federal Share	No value
9224	PAAP Debris Recycling Revenues	\$\$
9225	PAAP Debris Recycling Revenue Offset	\$\$
9226	Force Account Labor (Straight-Time) – Debris Removal	\$\$
9227	Force Account Labor (Over-Time) – Debris Removal	\$\$
9228	PAAP One-Time 2% Incentive for Debris Management Plan	No value
9229	Force Account Labor (Straight-Time) – Debris Monitoring	\$\$
9230	Force Account Labor (Over-Time) – Debris Monitoring	\$\$
9231	Contract – Debris Removal	\$\$
9232	Contract – Debris Monitoring	\$\$

Staff must use the following cost codes on all Category A subgrants that are not participating in the Debris Pilot:

Cost Code Number	Cost Code Description
9100	Force Account Overtime Debris Removal
9101	Force Account Overtime Debris Monitoring
9102	Contract Debris Removal
9103	Contract Debris Monitoring



Staff must continue to use the standard cost codes that are in EMMIE (common cost codes are shown below). Staff must NOT use Cost Code 9999 for line items with costs as it will cause inaccurate data collections.

Cost Codes for Commonly Claimed Costs	
Cost Code Number	Cost Code Description
9004	Rented Equipment
9008	Equipment (Force Account)
9009	Material
9901	DAC Subgrantee
9902	DAC Grantee

See Appendix B for the standard comments to be used for Debris Pilot subgrants.

2. Accelerated Debris Removal--Increased Federal Cost Share (Sliding Scale) Procedure

When a subgrantee has elected to participate in the Accelerated Debris Removal – Increased Federal Cost Share (Sliding Scale) Procedure, the debris removal work performed within each timeframe specified in the table must be documented on successive versions of the subgrant in order to obligate the costs with the appropriate federal cost share. FEMA must select the appropriate cost share for each version in the final review queue in EMMIE. FEMA must validate that the federal cost share is accurate prior to obligating the subgrant.

All subgrants using this alternative procedure must be prepared based on the actual costs of the eligible debris removal work performed during each timeframe. They should not be prepared based on estimates. The corresponding cost code must be used for reporting purposes. The applicable standard comment from Appendix B (19, 20, or 21, depending on the timeframe) must be noted in subgrants that include the Sliding Scale Procedure.

Cost Code	Debris Removal Completed (Days from Start of Incident Period)	Federal Cost Share
9221	0-30	85%
9222	31-90	80%
9223	91-180	75%
No federal dollars for debris removal after 180 days (unless extended by FEMA)		



The following is an example of documenting each timeframe with versions (for this example, the subgrantee removed the debris with contract labor and used force account to monitor the debris removal):

Cost Code	Description	Unit of Quantity	Unit of Measure	Unit Price	Cost Estimate
0000	Version 0	1	LS	N/A	N/A
9221	PAAP Accelerated Debris Removal 0-30 days - 85% Federal Share	1	LS	N/A	N/A
9231	Contract – Debris Removal	1	LS	\$actual costs	\$actual costs
9229	Force Account Labor (Straight-Time) – Debris Monitoring	1	LS	\$actual costs	\$actual costs
9230	Force Account Labor (Over-Time) – Debris Monitoring	1	LS	\$actual costs	\$actual costs
0000	Version 1	1	LS	N/A	N/A
9222	PAAP Accelerated Debris Removal 31-90 days - 80% Federal Share	1	LS	N/A	N/A
9231	Contract – Debris Removal	1	LS	\$actual costs	\$actual costs
9229	Force Account Labor (Straight-Time) – Debris Monitoring	1	LS	\$actual costs	\$actual costs
9230	Force Account Labor (Over-Time) – Debris Monitoring	1	LS	\$actual costs	\$actual costs
0000	Version 2	1	LS	N/A	N/A
9223	PAAP Accelerated Debris Removal 91-180 days - 75% Federal Share	1	LS	N/A	N/A
9231	Contract – Debris Removal	1	LS	\$actual costs	\$actual costs
9229	Force Account Labor (Straight-Time) – Debris Monitoring	1	LS	\$actual costs	\$actual costs
9230	Force Account Labor (Over-Time) – Debris Monitoring	1	LS	\$actual costs	\$actual costs
Total Cost:					\$



3. Straight-Time Force Account Labor Procedure

When a subgrantee has elected to participate in the Straight-Time Force Account Labor Procedure, the base wages with associated fringe benefits must be captured under cost codes 9226 (debris removal) and 9229 (debris monitoring). The overtime wages with associated fringe benefits must be captured under cost code 9227 (debris removal) and 9230 (debris monitoring). Subgrantees must keep detailed hourly records for each employee and extra hire assigned to debris removal activities. This procedure can be applied to both large and small subgrants. Standard comment 22 must be noted in any subgrant that includes the Straight-Time Force Account Labor Procedure.

Example using Straight Time Force Account Labor Procedure (showing both force account debris removal and force account monitoring of a debris removal contractor):

Cost Code	Description	Unit of Quantity	Unit of Measure	Unit Price	Cost Estimate
9008	Equipment	1	LS	\$actual costs	\$actual costs
9226	Force Account Labor (Straight-Time) – Debris Removal	1	LS	\$actual costs	\$actual costs
9227	Force Account Labor (Over Time) – Debris Removal	1	LS	\$actual costs	\$actual costs
9231	Contract – Debris Removal	1	LS	\$actual costs	\$actual costs
9229	Force Account Labor (Straight-Time) – Debris Monitoring	1	LS	\$actual costs	\$actual costs
9230	Force Account Labor (Over Time) – Debris Monitoring	1	LS	\$actual costs	\$actual costs
Total Cost:					\$

4. Recycling Revenue Procedure

When a subgrantee elects to use the Recycling Revenue Procedure, it should provide documentation of any revenue received no later than 30 days after completion of the debris removal operation. In order to retain revenue received, the subgrantee must use the revenue prior to the period of performance deadline toward an approved purpose. Any use of revenue for expenditures such as equipment or training would not require additional EHP review; however, funds applied for a project that involves ground disturbing activities require EHP review prior to construction. Additionally, when applicable, subgrantee must provide documentation demonstrating compliance with the Resource Conservation and Recovery Act (RCRA). The subgrantee should provide an accounting of how the revenue was used no later than 90 days after the period of performance deadline.



The Recycling Revenue Procedure **requires both an obligation line item (9224) and a de-obligation/offset line item (9225)**. The net total of the two line items must “zero” out, unless the subgrantee receives revenue that they are not using for an authorized purpose in which case the net result would be a negative amount. This provides a method to capture data in EMMIE in order to report the outcome and usage of the Recycling Revenue Procedure. Standard comment 23 must be noted in any subgrant that includes the Recycling Revenue Procedure.

Cost Code	Description	Unit of Quantity	Unit of Measure	Unit Price	Cost Estimate
9224	PAAP Debris Recycling Revenues	1	LS	\$actual costs	\$actual costs
9225	PAAP Debris Recycling Revenue Offset	1	LS	(-\$actual costs)	(-\$actual costs)
Total Cost:					\$0

5. Debris Management Plan Procedure

If a subgrantee has a FEMA-accepted Debris Management Plan (Plan) and one (1) or more pre-qualified debris removal contractors by the start date of declared incident and elects to receive the one-time two percent federal cost share increase incentive, the PACL must attach a copy of FEMA’s *Debris Management Plan Acceptance Letter* to the CMF. Reference the *Debris Management Plan Review Job Aid* and FEMA 325 *Public Assistance Debris Management Guide* for details regarding development and review of a Plan.

As this procedure is limited to the first 90 days of debris removal, beginning the first day of the incident period, any debris removal costs incurred after day 90 must be captured on a separate subgrant or version.

The federal cost share will be increased by two percent during the final review phase in EMMIE, not in the cost section of the subgrant. However, cost code 9228 must still be used (with no dollar amount listed) for the purpose of automated data collection. Use of this code allows a report to summarize how many subgrants include the use of this procedure. Standard comment 24 must be noted in any subgrant that includes the Debris Management Plan Procedure.

Cost Code	Description	Unit of Quantity	Unit of Measure	Unit Price	Cost Estimate
9228	PAAP One-Time 2% Incentive for Debris Management Plan	1	LS	N/A	N/A
9231	Contract Costs – Debris Removal	1	LS	\$actual costs	\$actual costs
Total Cost:					\$



6. Using Multiple Debris Removal Alternative Procedures

All four (4) procedures (or any combination thereof) may be combined on a subgrant. The subgrantee must determine which procedures they wish to use prior to the obligation of subgrants. If multiple procedures are applied to a single subgrant, all applicable cost codes must be included for each procedure.

The following example shows three (3) procedures being used: Accelerated Debris Removal from Day 0-30; Debris Management Plan, and Straight-Time Force Account Labor:

Cost Code	Description	Unit of Quantity	Unit of Measure	Unit Price	Cost Estimate
0000	Version 0	1	LS	N/A	N/A
9009	Material	1	LS	\$actual costs	\$actual costs
9221	PAAP Accelerated Debris Removal Actual Costs Day 0-30	1	LS	N/A	N/A
9228	PAAP One Time 2% Incentive for Debris Management Plan	1	LS	N/A	N/A
9226	Force Account Labor (Straight-Time) – Debris Removal	1	LS	\$actual costs	\$actual costs
9227	Force Account Labor (Overtime) – Debris Removal	1	LS	\$actual costs	\$actual costs
Total Cost:					\$

**PUBLIC ASSISTANCE
ALTERNATIVE PROCEDURES
PILOT PROGRAM FOR DEBRIS REMOVAL**



FEMA

APPENDICES

Appendix A – Public Assistance Alternative Procedures
Pilot Program for Debris Removal Acknowledgement

Appendix B – Standard Comments for Debris Pilot

Appendix C – Example Subgrant with Combined Debris Removal Alternative Procedures

Appendix D – Debris Pilot Data Collection

APPENDIX - A

Public Assistance Alternative Procedures Pilot Program for Debris Removal Acknowledgement

In accordance with the Sandy Recovery Improvement Act of 2013, the Federal Emergency Management Agency (FEMA) is implementing alternative procedures for the Public Assistance (PA) Program through a pilot program.

As a representative of the subgrantee, we elect to participate in the following:

- ☐ Accelerated Debris Removal - increased federal cost share (sliding scale)
 - ☐ Recycling Revenue (Subgrantee retention of income from debris recycling without a grant offset)
 - ☐ One-time incentive for a FEMA-accepted debris management plan and identification of at least one pre-qualified contractor
 - ☐ Reimbursement of straight time force account labor costs for debris removal
1. The pilot is voluntary and the subgrantee must apply the selected alternative procedures to all of its debris removal subgrants.
 2. For the sliding scale, the subgrantee accepts responsibility for any costs related to debris operations after six months from the date of the incident unless, based on extenuating circumstances, FEMA grants a time extension.
 3. The subgrantee acknowledges that FEMA may request joint quantity evaluations and details regarding subgrantee operations necessary to assess the pilot program procedures.
 4. All contracts must comply with local, state, and federal requirements for procurement, including provisions of 44 CFR Part 13.
 5. The subgrantee must comply with all federal, state and local environmental and historic preservation laws, regulations, and ordinances.
 6. The Office of Inspector General may audit any subgrantee and/or subgrant.

Signature of Subgrantee's Authorized Representative

Date

Printed Name and Title

Subgrantee Name

PA ID Number

- ☐ We elect to **not** participate in the Alternative Procedures for Debris Removal.

APPENDIX - B

Standard Comments for Debris Pilot

Standard Comment Number:	Standard General Comment:
19	Accelerated Debris Removal (85% Federal Share): Subgrantee has chosen to participate in the Accelerated Debris Removal Alternative Procedure. This covers debris removal activities from day 0-30 after the start of the incident period reimbursable at the authorized 85% Federal Share.
20	Accelerated Debris Removal (80% Federal Share): Subgrantee has chosen to participate in the Accelerated Debris Removal Alternative Procedure. This covers debris removal activities from days 31-90 reimbursable at the authorized 80% Federal Share.
21	Accelerated Debris Removal (75% Federal Share): Subgrantee has chosen to participate in the Accelerated Debris Removal Alternative Procedure. This covers debris removal activities from day 91-180 reimbursable at 75% Federal Share.
22	Force Account Labor (Straight-Time): Subgrantee has chosen to participate in the Straight-Time Force Account Labor Alternative Procedure for Debris Removal. As a result, straight-time force account labor, including fringe benefits, will be reimbursed on the PW.
23	Recycling Revenues: Subgrantee has chosen to participate in the Recycling Revenue Alternative Procedure. There will be no salvage value deducted for debris recycling revenue. The Subgrantee will provide an accounting of revenue received from the recycling of debris and an accounting of how the revenue was spent.
24	One-time Incentive for Debris Management Plan: This Subgrantee has a FEMA accepted Debris Management Plan. For this event, the Subgrantee has requested to use the Debris Management Plan Alternative Procedure and will receive a one-time Federal cost share increase of 2% for its debris removal operations during the first 90 days from the start of the incident period.

APPENDIX – C

Example Subgrant with Multiple Debris Removal Alternative Procedures

The following example Subgrant combines three (3) Alternative Procedures (Debris Management Plan, Accelerated Debris Removal and Straight Time Force Account Labor):

Project Description	
Disaster Number:	4125
Pre-Application Number:	PA-08-SD-4125-RPA-0010
Applicant ID:	014-49211-00
Applicant Name:	MOORE
Subdivision:	Participating
Project Number:	MOO1ARP
Standard Project Number/Title:	120 - Debris Alternative Procedures
Please Indicate the Project Type:	Neither Alternate nor Improved
Application Title:	Accelerated Debris Removal, Debris Management Plan Incentive, and Straight-time
Category:	A.DEBRIS REMOVAL
Percentage Work Completed?	36.0 %
As of Date:	08-04-2013

Example Damage Description and Dimensions – Multiple Alternative Procedures:

As a direct result of severe storms, flooding and tornadoes occurring during the incident period of July 1 through July 14, 2013, the Town of Moore sustained widespread C&D debris, downed trees, hazardous hanging limbs, hazardous trees, white goods, e-waste, and hazardous house hold materials on public property and right-of-ways within the Town, which posed a threat to public health and safety and inhibited emergency vehicles from responding to the emergency. Estimates compiled by field inspections indicate approximately ## tons (## CYs) of debris throughout the area.

This PW only addresses the first thirty day period from July 1 through July 31, 2013. Additional PWs will be prepared to facilitate the various cost shares.

Example Scope of Work – Multiple Alternative Procedures with Accelerated Federal Share from 0-30 Days:

Work Completed through July 31, 2013, (30 days from the start of the incident period):

The Subgrantee elected to participate in the Alternative Procedures Pilot Program for Debris Removal (see CMF for signed acknowledgement). The Subgrantee wants to participate in Accelerated Debris Removal, Debris Management Plan; and Straight Time Force Account Labor Procedures.

Code	Material and/or Description	Unit of Quantity	Unit of Measure	Unit Price	Cost Estimate
9008	Equipment	1	LS	\$actual costs	\$actual costs
9221	PAAP Accelerated Debris Removal Actual Costs Day 0-30	1	LS	N/A	N/A
9228	PAAP One Time 2% Incentive for Debris Management Plan	1	LS	N/A	N/A
9231	Contract – Debris Removal	1	LS	\$actual costs	\$actual costs
9229	Force Account Labor (Straight-Time) – Debris Monitoring	1	LS	\$actual costs	\$actual costs
9230	Force Account Labor (Overtime) – Debris Monitoring	1	LS	\$actual costs	\$actual costs
Total Cost:					\$

APPENDIX – D

Debris Pilot Data Collection

A subgrantee must track and provide detailed information about its debris operation.

The same level of detail is required regardless of whether the subgrantee utilizes its own force account or contractors to remove the debris. Subgrantee's straight-time labor and equipment usage related to debris removal must be tracked separately from straight-time labor and equipment usage related to debris monitoring.

Subgrantees should provide the following data, as applicable:

- ☐ Contracts and procurement process
- ☐ Start date of debris removal operation
- ☐ Completion date of debris removal operation
- ☐ Whether location is rural or urban
- ☐ Pick-up locations
- ☐ Type(s) of eligible debris removed
 - Vegetative
 - C&D
 - White Goods
 - Hazardous stumps (#, sizes, whether it was extracted and GPS locations)
 - Hanging Limbs (#, sizes, GPS locations)
 - Leaning Trees (#, type, sizes, GPS locations)
 - Vehicles/Vessels
 - Household Hazardous Waste
 - Waterway Debris
- ☐ Quantity of each type of debris
- ☐ Temporary Debris Staging and Reduction Site
 - Location
 - Haul distance (e.g. 0-15, 15-30, 31-60, 61+ miles)
 - Reduction method
 - Quantity reduced
 - Environmental permits
- ☐ Landfill/Final disposal
 - Location
 - Haul distance
 - Environmental permits
 - Quantity disposed of

☐ Recycling facility

- Location
- Haul distance
- Type(s) of debris recycled
- Quantity of each type of debris

☐ Force account Labor/Equipment:

- Timesheets
- Employee logs to support the activities performed by each employee
- Equipment logs
- Overtime policy

PUBLIC ASSISTANCE ALTERNATIVE PROCEDURES PILOT PROGRAM FOR DEBRIS REMOVAL



FEMA

Frequently Asked Questions

On January 29, 2013, President Obama signed into law the Sandy Recovery Improvement Act of 2013 (P.L. 113-2). This law amended the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Stafford Act) to include Section 428, which authorized alternative procedures for the Public Assistance (PA) Program for debris removal. Section 428 authorizes the U.S. Department of Homeland Security's Federal Emergency Management Agency (FEMA) to implement the alternative procedures through a pilot program.

This document provides answers to frequently asked questions regarding the alternative procedures for debris removal. For additional information, refer to the *Public Assistance Alternative Procedures Pilot Program Guide for Debris Removal*.

General

1. What are the alternative procedures for debris removal?

Section 428 authorized the following alternative procedures for debris removal:

1. Accelerated Debris Removal – Increased Federal Cost Share (Sliding Scale)
2. Recycling Revenues
3. Straight-Time Force Account Labor
4. Debris Management Plan and one (1) or more Pre-Qualified Contractor(s)

FEMA is not currently implementing the alternative procedures for fixed estimate awards/subawards and use of excess funds for debris removal as part of this pilot program.

2. Is it optional for the subrecipient to participate in the alternative procedures for Debris Removal?

Yes. Participation in the alternative procedures is voluntary.

3. Can a subrecipient elect which alternative procedures it would use?

Subrecipients may elect to use one or more of the procedures for their debris removal projects. Utilizing multiple alternative procedures is allowed, but not required for any given debris removal project.

4. How long will the alternative procedures be available?

The program will remain in place through June 27, 2016, at which point FEMA will determine whether to extend it for an additional performance period.

PUBLIC ASSISTANCE ALTERNATIVE PROCEDURES PILOT PROGRAM FOR DEBRIS REMOVAL



FEMA

5. How can a subrecipient request participation in the alternative procedures?

The subrecipient must notify the recipient and FEMA of its intent to participate in the alternative procedures by signing and submitting the *Public Assistance Alternative Procedures Pilot Program for Debris Acknowledgement* before obligation of its first subaward for debris removal or within 60 days of the Kickoff Meeting, whichever occurs earlier.

6. Can a subrecipient rescind its request to participate in the alternative procedures for debris removal?

Yes. If the subrecipient wishes to rescind its participation in one or more of the alternative procedures, and none of its subawards for debris removal have been obligated, it must provide FEMA written notification within 60 days of the Kickoff Meeting. Once the subrecipient's first subaward for debris is obligated or the 60 days after the Kickoff meeting have passed, the subrecipient may not alter its decision regarding participation in the alternative procedures.

7. Do the alternative procedures apply to both small and large projects?

For disasters declared between June 28, 2013, and June 27, 2014, the alternative procedures apply only to large projects with the exception of the Straight-Time Force Account Labor Procedure, which applies to both small and large projects. For disasters declared on or after June 28, 2014, all of the alternative procedures apply to both small and large projects.

8. How will FEMA obligate project costs with different federal cost share percentages?

FEMA will prepare versions to a project for each time period associated with a change to the federal cost share.

9. Is Direct Federal Assistance (DFA) for debris removal available to be used in conjunction with the alternative procedures?

DFA is not authorized in conjunction with the Accelerated Debris Removal Procedure. If DFA is authorized under the declaration, the recipient (on behalf of the subrecipient) may request DFA in conjunction with other alternative procedures.

PUBLIC ASSISTANCE ALTERNATIVE PROCEDURES PILOT PROGRAM FOR DEBRIS REMOVAL



FEMA

Accelerated Debris Removal - Increased Federal Cost Share (Sliding Scale)

10. What is the Accelerated Debris Removal Procedure?

The Accelerated Debris Removal Procedure is an increase in the federal cost share based on completion of debris removal work within the following timelines:

Debris Removal Completed (Days from Start of Incident Period)	Federal Cost Share
0-30	85%
31-90	80%
91-180	75%
No federal dollars for debris removal after 180 days (unless an extension is approved by FEMA)	

11. Under what circumstances will FEMA approve a time extension beyond 180 days?

FEMA approves time extensions based on extenuating circumstances or unusual project requirements that are beyond a subrecipient's control. However, FEMA is unlikely to authorize extensions for weather-related delays or the inability to obtain permits in a timely fashion.

Recycling Revenues

12. Can the subrecipient retain revenues generated through recycling of eligible disaster- related debris?

Yes. The subrecipient may retain the revenue when used to:

1. Meet the non-federal cost sharing requirements of PA Program funding for debris removal;
2. Develop comprehensive disaster preparedness and assistance plans, programs, and capabilities;
3. Conduct activities that reduce the risk of future damage, hardship or suffering from a major disaster or emergency; or
4. Conduct activities to improve future debris removal operations or planning.

13. Is there a deadline to use the revenue?

Yes. Funds should be used prior to the period of performance deadline to complete the debris removal activities.

PUBLIC ASSISTANCE ALTERNATIVE PROCEDURES PILOT PROGRAM FOR DEBRIS REMOVAL



FEMA

14. What are the subrecipient's requirements for notifying the recipient regarding receipt and use of recycling revenue?

The subrecipient should provide documentation of any revenue received no later than 30 days after completion of the debris removal operation, to include the quantity and types of debris recycled. The subrecipient should provide a detailed accounting of how the funds were used no later than 90 days after the period of performance deadline.

15. Is the cost of establishing and managing a recycling program or process eligible for PA Program funding?

No. The cost of establishing and managing a recycling program or process cannot be claimed as a direct project cost on the debris removal subaward.

16. Is the cost of collecting, sorting, processing and transporting disaster debris to a recycling facility eligible?

The costs for collecting, sorting, processing and transporting disaster debris, including recyclable materials, may be eligible. However, costs related to additional sorting, processing and transporting debris for the purpose of recycling is not eligible.

Straight-Time Force Account Labor

17. What types of personnel are eligible for straight-time force account labor?

Straight-time is eligible for the labor of budgeted employees and extra hires who are engaged in eligible debris removal operations. Straight-time eligibility can also apply to salaried and exempt employees. The salary must be comparable to labor rates for similar types of work.

18. Is straight-time force account labor eligible for other emergency work activities?

No. Straight-time force account labor is only eligible for debris removal under these alternative procedures.

19. Does reimbursement of straight-time force account labor include associated fringe benefits?

Yes. Straight-time fringe benefits are eligible for reimbursement.

20. What documentation does FEMA require for reimbursement of straight-time force account labor?

The subrecipient should document all costs related to the work performed, including, but not limited to, the specific activities performed by each employee, volume and type of debris removed, employee rates, and breakdown of fringe benefits. Documentation should differentiate overtime versus straight-time work and costs.

PUBLIC ASSISTANCE ALTERNATIVE PROCEDURES PILOT PROGRAM FOR DEBRIS REMOVAL



FEMA

Debris Management Plans

21. What are the requirements that a subrecipient must meet for the one-time two percent incentive?

The subrecipient must have a FEMA accepted Debris Management Plan and have identified one (1) or more pre-qualified debris removal contractor(s) before the date of the declaration's incident period. The adjustment is applied to debris removal work completed within 90 days from the first day of the incident period. Once a subrecipient utilizes this incentive, it is not available to the same subrecipient in a subsequent declaration during the course of the pilot program.

22. If FEMA reviewed a Debris Management Plan prior to the implementation of the Alternative Procedure Pilot Program for Debris Removal, must a jurisdiction re-submit its plan for review and acceptance to be eligible for the one-time two percent incentive?

Yes. The subrecipient should submit its plan to the recipient. The recipient will review and forward to FEMA for consideration. Prior to submission, the subrecipient should update its plan to incorporate any changes or additions.

23. What are the parameters of FEMA's review of a Debris Management Plan?

FEMA will ensure that the Debris Management Plan contains the basic components of a comprehensive plan that include at least the following 12 planning elements:

1. Debris management overview
2. Events and assumptions
3. Debris collection and removal plan
4. Temporary debris management sites and disposal locations
5. Debris removal on private property
6. Use and procurement of contracted services
7. Use of force account labor
8. Monitoring of debris operations
9. Health and safety requirements
10. Environmental considerations and other regulatory requirements
11. Public information
12. Identify one (1) or more pre-qualified debris and wreckage removal contractors

Additional guidance is available in the Public Assistance Alternative Procedures - Debris Management Plan Review Job Aid.

24. By reviewing the Debris Management Plan, is FEMA committing to fund operations guided by the plan?

No. FEMA funding will be based on costs that are eligible under the PA Program.

PUBLIC ASSISTANCE

ALTERNATIVE PROCEDURES

PILOT PROGRAM FOR DEBRIS REMOVAL



FEMA

25. When a subrecipient has identified a pre-qualified contractor, does the applicant need to competitively bid a contract?

Yes, the subrecipient must still comply with 2 CFR Part 200. A pre-qualified contractor is not a contractor that has been awarded a contract. The importance of identifying pre-qualified contractors is to have qualified contractors that can readily bid on the debris removal project.

26. How can stand-by contracts with debris removal contractors meet the requirement of being “pre-qualified”?

The process to pre-qualify contractors requires that the subrecipient identify and evaluate contractors’ abilities to perform debris removal work (capabilities, insurance, availability, etc). If the subrecipient has signed a stand-by contract with debris removal contractors that meet the subrecipient’s qualification standards to perform debris removal work, FEMA would consider those contractors as pre-qualified. If the subrecipient utilizes the stand-by contract, federal reimbursement will be based on reasonable costs and compliance with the procurement requirements detailed in 2 CFR Part 200.

27. Can the one-time incentive of a two percent increased cost share adjustment be used in conjunction with the Accelerated Debris Removal – Increased Federal Cost Share (Sliding Scale) Procedure?

Yes. If the subrecipient has a Debris Management Plan that FEMA has accepted, has identified at least one (1) pre-qualified contractor and elects to utilize both procedures, FEMA will add an additional two percent to the incentive associated with the sliding scale for the first 90 days of debris removal operations.

Special Considerations

28. How will insurance proceeds be applied to subawards processed using the alternative procedures?

Any insurance proceeds will be deducted from the subaward, inclusive of any private property debris removal subawards, in order to comply with Section 312 of the Stafford Act, which prohibits duplication of benefits.

PUBLIC ASSISTANCE

ALTERNATIVE PROCEDURES

PILOT PROGRAM FOR DEBRIS REMOVAL



FEMA

29. Will FEMA review alternative procedures subawards for compliance with environmental and historic preservation (EHP) laws, regulations, and executive orders?

Yes. FEMA must review alternative procedure subawards for compliance with all applicable EHP requirements. This includes the use of revenues generated from recycling disaster-related debris. Any use of revenue for expenditures such as equipment or training would not require additional EHP review; however, should funds be applied for a project that involves ground disturbing activities such projects would require EHP review prior to construction (including any demolition or site preparation activities). Additionally, when applicable, the subrecipient should provide documentation demonstrating compliance with the Resource Conservation and Recovery Act (RCRA).

Awards Management, Closeout, Appeals, and Audits

30. When is a debris removal alternative procedures subaward closed?

Debris removal alternative procedures subawards are closed upon FEMA's receipt of a detailed accounting of the work performed and the recipient's certification that the subrecipient completed the approved scope of work.

31. Can a subrecipient submit an appeal for a debris removal alternative procedures subaward?

Yes. A subrecipient may appeal any determination that FEMA makes during the subaward approval and obligation process. A subrecipient may appeal changes that are made to an alternative procedures subaward following an audit.

32. Are alternative procedure subawards open to audit?

Yes. The Office of Inspector General may audit any subrecipient and/or subaward. FEMA also can conduct compliance reviews of awards and subawards. For alternative procedures subawards, a compliance audit will review subawards and costs to ensure that the subrecipient complied with the guidelines contained within this document and other applicable requirements.

APPENDIX E: MUTUAL AID AGREEMENTS

- 1) Western Massachusetts Intergovernmental Emergency Mutual Aid Agreement**
- 2) MEMA Statewide Public Safety Mutual Aid Agreement**
- 3) MEMA Statewide Public Works Mutual Aid Agreement**

**Western Massachusetts Intergovernmental
Emergency Mutual Aid Agreement
By and Between the Town of**

and all other
Local Governments That Have Signed This Agreement

Section 1: Purpose

The purpose of this Agreement is to provide for mutual aid and assistance between the municipalities entering into the Agreement to provide services to prevent and combat the effects of a mass casualty incident or emergency and disasters as defined in Chapter 639 of the Acts of 1950 when a local emergency has been declared and local resources are insufficient to meet this unusual need.

The safety and well being of a community will best be protected through the concerted efforts of multiple governments providing assistance to one another. The promotion and coordination of this assistance through this Agreement is desirable for the effective and efficient provision of mutual aid and assistance.

Section 2: Authority

The Agreement is intended for use in an emergency situation, “in the light of exigencies of an extreme emergency situation” as excerpted from Chapter 639 of the Acts of 1950, as codified under Mass Gen. Laws. C. 33, appendix and other relevant State and local laws and policies. In addition, pursuant to M.G.L. Chapter 40, Section 4A, mutual aid agreements may be made among municipalities or municipal agencies, with the authorization of the City Council and Mayor in a city, and of Town Meeting in a town.

Section 3: Definitions

Mutual Aid means aid to another local government in the form of personnel, equipment, facilities, services, supplies, or other resources appropriate to public safety and welfare.

Inter-municipal refers to the surrounding local governments participating in this mutual aid agreement.

Receiving Government means the local government requesting mutual aid from another local government.

Sending Government means the local government sending mutual aid to another local government.

Section 4: Other Agreements

This Agreement supersedes prior mutual aid agreements or inter-municipal agreements

among the signatories of this Agreement, except for the Berkshire, Franklin, Hamden and Hampshire Counties Fire and Police Mutual Aid Agreements and the State Fire Mobilization Agreements which are not superseded by this agreement.

This Agreement does not limit any municipalities' ability to enter into mutual aid agreements in the future.

Section 5: Requests for Assistance

In order to request mutual aid pursuant to this Agreement, the Receiving Government must declare a local emergency as defined in Chapter 639 of the Acts of 1950 and then request mutual aid from the Sending Government.

Section 6: Limitations

The provision of mutual aid is voluntary. Neither the Sending nor Receiving Government shall be required to deplete its own resources.

Section 7: Supervision and Control

Personnel and equipment dispatched to a Receiving Government shall remain employees of their respective Sending Government, but shall work under the overall discretion of the Receiving Government.

The Receiving Government will utilize the incident command system and responding resources from Sending Government(s) will be incorporated as appropriate into that system.

Section 8: Powers and Rights

Employees of the Sending Government agencies that are parties to this Intergovernmental Mutual Aid Agreement shall be granted recognition of their respective jurisdiction, authority, licenses or permits outside their original jurisdiction under this Intergovernmental Mutual Aid Agreement.

Section 9: Liability

The Sending Government will maintain workers compensation coverage for its employees and liability coverage for its vehicles and equipment. Any uninsured or extraordinary expenses may be part of a claim for reimbursement. The Receiving Government agrees to maintain adequate liability insurance or be self insured and to hold harmless and indemnify the Sending Government for any and all claims occurring while its personnel and equipment are working under the direction of the Receiving Government. These indemnities shall include legal fees and costs that may arise from providing emergency aid pursuant to this Agreement, to the extent permissible under Massachusetts General Laws.

Section 10: Workers Compensation

The Sending Government will maintain workers compensation coverage for its employees and liability coverage for its vehicles and equipment. Any uninsured or extraordinary expenses may be part of a claim for reimbursement. The Receiving Government agrees to maintain adequate liability insurance or be self insured and to hold harmless and indemnify the Sending Government for any and all claims occurring while its personnel and equipment are working under the direction of the Receiving Government. These indemnities shall include legal fees and costs that may arise from providing emergency aid pursuant to this Agreement, to the extent permissible under Massachusetts General Laws.

Section 11: Reimbursement

Hourly rates, equipment costs, and hours worked by those providing Emergency mutual aid will be provided to the Receiving Government for all actual costs. The Sending Government providing emergency mutual aid may request reimbursement for all actual costs. The Receiving Government agrees to promptly process and pay actual costs to the Sending Government providing emergency mutual aid based on customary and good practices notwithstanding potential reimbursements from State or Federal emergency relief programs.

Notwithstanding the requirements contained in the foregoing paragraph, no Receiving Government shall be required to violate their annual budgets, and shall only be required to make good faith efforts to meet the financial obligations contained herein. Meeting financial obligations shall be interpreted to mean reaching inter-municipal agreements for payment over time, or agreeing to wait for reimbursement in anticipation of funds from State or Federal emergency relief programs, or such other mutually acceptable, practical arrangement between Sending and Receiving Government(s).

Section 12: Implementation

The purpose of these recitals is to insure that the Sending Government is reimbursed all specified and reasonable costs and assumes no additional liabilities as a result of the Agreement. The Sending Government and its designee shall determine the manner and degree which such emergency mutual aid is utilized.

During the performance of this Agreement, the Receiving Government agrees as follows:

The Receiving Government will not discriminate against any client or applicant for services because of race, color, religion, sex, age, sexual orientation, disability, family status, veteran status, ancestry or national origin. The Receiving Government will take affirmative action to ensure that clients, applicants and employees are treated without regard to their race, color, religion, sex, age, sexual orientation, disability, family status, veteran status, ancestry or national origin.

In the event of the Receiving Government's noncompliance with the nondiscrimination clauses of this Agreement or with any of such rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the Receiving Government may be declared ineligible to participate in a further emergency mutual aid Agreements.

The Receiving Government further covenants that in the performance of this Agreement, they do not have any interest, direct or indirect, which will conflict in any manner or degree with the performance of the emergency mutual aid hereunder.

This Agreement shall be governed by the law of the Commonwealth of Massachusetts unless otherwise specified. Any action, whether at law or equity, shall be brought only in the Superior Court of the county in which the complaining municipality resides, or the Federal District Court sitting in Springfield, Massachusetts.

Both the Sending Government and the Receiving Government shall comply with all applicable rules and regulations promulgated by all local, state, federal and national boards, bureaus and agencies.

Section 13: Term of Agreement

This Agreement represents the entire and integrated Agreement between the LOCAL GOVERNMENTS THAT HAVE SIGNED THIS AGREEMENT and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by all the LOCAL GOVERNMENTS THAT HAVE SIGNED THIS AGREEMENT.

This Agreement is to remain in effect for twenty-five years from the date of execution, at which time it may be extended in accordance with Massachusetts law. Any party may withdraw from this Agreement at any time by sending fourteen (14) days' prior written notice to all other parties. This Agreement shall continue to be in effect among the remaining parties.

Section 14: Severability

This Agreement may be amended only by written instrument signed by all the LOCAL GOVERNMENTS THAT HAVE SIGNED THIS AGREEMENT.

Should any portion of this Agreement be judged to be invalid by any court of competent jurisdiction, such judgment shall not impair or invalidate the remainder of this Agreement, and for this purpose the provisions of this Agreement are declared severable.

Western Massachusetts Intergovernmental Emergency Mutual Aid Agreement:

Town of _____

Chief Elected Official authorized to enter into Mutual Aid Agreements

By: _____
[Print name and title]

By: _____ Date: _____
[Signature]

Town Board of Health Chair

By: _____
[Print name and title]

By: _____ Date: _____
[Signature]

[Recommend to add as exhibits, documents reflecting the votes or authorizations for each municipality to join the agreement]

Check your local charter, ordinances, or bylaws for signature requirements. Local laws may require a different form of approval than what is given here, so you may need to make appropriate changes. We strongly advise that your city or town attorney review the Agreement.



THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF PUBLIC SAFETY AND SECURITY



MASSACHUSETTS EMERGENCY MANAGEMENT AGENCY

400 Worcester Road, Framingham, MA 01702-5399

Tel: 508-820-2000 Fax: 508-820-2030

Website: www.mass.gov/mema

Deval L. Patrick
Governor

Timothy P. Murray
Lieutenant Governor

Mary Elizabeth Heffernan
Secretary

Kurt N. Schwartz
Director

August 17, 2011

TO: Elected Municipal Officials
Town/City Managers and Administrators
Police Chiefs
Fire Chiefs
Emergency Management Directors
Public Works Directors

Dear Municipal Official:

In a letter to you in January of 2011, I encouraged your city/town to formally adopt the Statewide Public Safety Mutual Aid Law (GL C. 40, §4J) that was enacted earlier in 2010. The Public Safety Mutual Aid Law provides a comprehensive multi-discipline mutual aid system for cities and towns which are impacted and overwhelmed by a public safety incident or disaster to ask for, and receive assistance from municipalities that may have resources to share. The Commonwealth is not immune to disasters: in the past 16 months we have received Presidential Disaster or Emergency Declarations for flooding (March 2010), a massive potable water shortage resulting from a failure in the MWRA system (May 2010), a threatened hurricane (September 2010), a record breaking snowstorm (January 2011), and tornadoes (June 2011). The Statewide Public Safety Mutual Aid Law enables cities and towns to request and receive mutual aid from other municipalities during these types of disasters and other public safety incidents, *but only if the city/town has formally opted-in as required by the law.*

Since I wrote to you in December of 2010, almost 100 cities and towns across the Commonwealth have opted-in to the Statewide Public Safety Mutual Aid Law. (See the current list attached to this letter.) Today, these cities and towns are able to request help from municipalities across the Commonwealth: in an emergency, municipal resources including emergency management; emergency medical services; building inspectors; engineers; health agents and inspectors; water and sewer officials; transportation officials and resources; communications capabilities; highway, parks and cemetery workers and equipment, Medical Reserve Corps and Community Emergency Response Teams, and police and fire are available to help respond to, and recover from disasters and other public safety incidents.

Region I
P.O. Box 116
365 East Street
Tewksbury, MA 01876
Tel: 978-328-1500 Fax: 978-851-8218

Region II
P.O. Box 54
12-I Rear Administration Road
Bridgewater, MA 02324-0054
Tel: 508-427-0400 Fax: 508-697-8869

Region III / IV
1002 Suffield Street
Agawam, MA 01001
Tel: 413-821-1500 Fax: 413-821-1599

If your municipality has not opted-in to the Statewide Public Safety Mutual Aid Law, I urge you to do so: our comprehensive mutual aid system needs the participation of all 351 cities and towns in the Commonwealth.

I also would like to introduce you to another mutual aid law: the Public Works Municipal Mutual Aid Law (GL C. 40, §4K). This mutual aid law, which also was enacted in 2010, differs from the Statewide Public Safety Mutual Aid Law in that it allows municipal officials to share public works resources in support of every day, non-emergency operations. Participants in the Public Works Mutual Aid Law may be able to realize efficiencies and savings by sharing public works resources across municipal boundaries.

Like the Comprehensive Statewide Mutual Aid Law, the Public Works Mutual Aid Law requires a city, town or other governmental unit to affirmatively “opt-in” in order to participate in and enjoy the benefits of the law: a municipality may not ask for, or receive assistance under the law until it affirmatively acts.

The Public Works Mutual Aid Law established a statewide Advisory Committee consisting of the secretary of public safety, who serves as chair of the committee and representatives of each of the following public works professional associations: the Massachusetts Highway Association; the New England Chapter of the American Public Works Association, who is a resident of the commonwealth; the New England Water Environment Association, who is a resident of the commonwealth; the Massachusetts Tree Wardens' and Foresters' Association; the Massachusetts Water Works Association; and the Massachusetts Municipal Association. The Advisory Committee is responsible for the administration and coordination of the statewide mutual aid agreement. The advisory committee will be developing and making available to parties forms to facilitate requests for aid, including a form to track the movement of public works equipment and personnel.

The Advisory Committee has reviewed the Public Works Mutual Aid Law and unanimously recommends that all cities and towns in the Commonwealth participate by affirmatively opting-in. Ultimately, my hope is that your jurisdiction will opt-in to the Public Works Mutual Aid Law by taking the required vote.

With the enactment of the Public Safety and Public Works mutual aid laws, the Commonwealth has comprehensive multi-discipline mutual aid statutes that provide a mechanism, or system for cities and towns which are impacted and overwhelmed by a public safety incident or disaster to ask for, and receive assistance from municipalities that may have resources to share. In addition, the new Public Works mutual aid law allows communities to share public works resources in support of every day, non-emergency work.

Each of these mutual aid laws require a city, town or other governmental unit to affirmatively “opt-in” in order to participate in and enjoy the benefits of these mutual aid agreements. Each statute spells out the vote that a jurisdiction must take to opt-in to these mutual aid statutes. In order to maintain a central registry of cities and towns that have opted in to the mutual aid agreements, we ask that each jurisdiction notify MEMA, in writing, using the enclosed form, once it takes the required votes to opt-in to one or all of the mutual aid agreements.

Opting in to either of these agreements does not require a jurisdiction to provide mutual aid if doing so is not reasonable and practicable. A jurisdiction is permitted to withhold requested resources to the extent necessary to provide reasonable protection and coverage for its own jurisdiction or if it does not wish to bear the expense of providing mutual aid. Opting in to the Public Safety or Public Works mutual aid agreements **does not** affect, supersede or invalidate any other statutory or contractual mutual aid or assistance agreements. Additionally, a party may enter into supplementary mutual aid agreements with other parties or jurisdictions. A jurisdiction may also opt out of the Public Safety and Public Works agreements at any time by providing 10 days written notice to MEMA.

In closing, I urge your jurisdiction to opt-in to these three mutual aid statutes by taking the required votes. I have enclosed the following documents to facilitate your jurisdiction's review of the three mutual aid statutes:

- Summaries of the two mutual aid statutes (Attachment A);
- Instructions on the steps/actions your jurisdiction must take to opt-in to the mutual aid agreements (Attachment B);
- Notification Form to complete and return to MEMA after your jurisdiction opts-in to one or more of the mutual aid agreements (Attachment C);

Should you have any questions, please contact MEMA's statewide mutual aid coordinator Allen Phillips at 508-820-1426 or at allen.phillips@state.ma.us.

Very truly yours,



Kurt N. Schwartz
Undersecretary for Homeland Security & Emergency Management
Director, Massachusetts Emergency Management Agency
Executive Office of Public Safety & Security

ATTACHMENT A

Summaries of Mutual Aid Laws

Chapter 40, Section 4J: Statewide Public Safety Mutual Aid

Creates a statewide public safety mutual aid agreement. Assistance provided under the agreement includes, but is not limited to, fire service, law enforcement, emergency medical services, transportation, communications, public works, engineering, building inspection, planning and information assistance, resource support, public health, health and medical services, search and rescue assistance and any other resource, equipment or personnel that a party to the agreement may request or provide in anticipation of, or in response to, a public safety incident.

Opt-in mutual aid agreement – If a city/town/governmental unit wishes to join the Agreement they must notify MEMA in writing. The city/town/governmental unit shall become a party to the agreement 30 days after MEMA's receipt of the written notification.

A city/town/governmental unit that has joined the agreement may opt out of the agreement by notifying MEMA in writing of its intention to opt out. A city/town/governmental unit's removal from the agreement takes effect 10 days after MEMA's receipt of the written notification.

A request by a party to receive mutual aid under this agreement shall be made, either orally or in writing, by an authorized representative of the requesting party to an authorized representative of the sending party or to MEMA. All oral requests shall be reduced to writing by the requesting party and delivered to the sending party at the earliest possible date, but not later than 72 hours after making the oral request.

The requesting party shall be responsible for the overall operation, assignment and deployment of resources and personnel provided by the sending party consistent with the incident command system. Unless otherwise agreed to, the sending party shall retain direct supervision, command and control of personnel, equipment and resources provided by the sending party. Unless the requesting and sending parties agree otherwise, the sending party shall be responsible for the operation of its equipment and for any damage thereto.

Unless the requesting and sending parties agree otherwise, the sending party shall pay all expenses, including salary and overtime, incurred by the sending party. A sending party shall document its costs of providing mutual aid assistance under the agreement. Except as otherwise agreed to by the parties, the requesting party shall seek reimbursement under any applicable federal and state disaster assistance programs for the cost of responding to the public safety incident. The requesting party and each sending party shall receive,

based on the documented costs of providing mutual aid assistance, its pro rata share of the disaster assistance reimbursement provided to the requesting party.

While providing mutual aid assistance under the agreement, employees of the sending party shall be afforded the same powers and duties, rights and privileges as they are afforded in the sending party's geographical jurisdiction or location.

While in transit to, returning from and providing mutual aid assistance under the agreement, employees of a sending party shall have the same rights of defense, immunity and indemnification that they would otherwise have under the law if they were acting within the scope of their employment under the direction of their employer. A sending party shall provide to, and maintain for, each of its employees who provide mutual aid assistance under the agreement the same indemnification, defense, right to immunity, employee benefits, death benefits, workers' compensation or similar protection and insurance coverage that would be provided to those employees if they were performing similar services in the sending party's jurisdiction.

Each party to the agreement shall waive all claims and causes of action against each other party to the agreement that may arise out of their activities while rendering or receiving mutual aid under the agreement.

Each requesting party shall defend, indemnify and hold harmless each sending party from all claims by third parties for property damage and personal injury which may arise out of the activities of the sending party or its employees, including travel, while providing mutual aid assistance under the agreement.

This section shall not affect, supersede or invalidate any other statutory or contractual mutual aid or assistance agreements. A party may enter into supplementary mutual aid agreements with other parties or jurisdictions.

Chapter 40, Section 4K: Statewide Public Works Municipal Mutual Aid

Creates a statewide public works municipal mutual aid agreement. Assistance provided under the agreement includes, but is not limited to, services related to public works, personnel, equipment, supplies and facilities to prepare for, prevent, mitigate, respond to and recover from public works incidents. Participation in the agreement is also available to governmental units in states contiguous to the Commonwealth. Creates a statewide public works municipal mutual aid advisory committee to be chaired by the secretary of public safety and security or his designee.

Opt-in mutual aid agreement – If a city/town/governmental unit wishes to join the Agreement they must notify the mutual aid advisory committee in writing. The city/town/governmental unit shall become a party to the agreement 30 days after the advisory committee's receipt of the written notification.

A city/town/governmental unit that has joined the agreement may opt out of the agreement by notifying the advisory committee in writing of its intention to opt out. A city/town/governmental unit's removal from the agreement takes effect 10 days after the advisory committee's receipt of the written notification.

A request by a party to receive mutual aid under this agreement shall be made, either orally or in writing, by the chief executive officer of the requesting party or one of its designated points of contact to the chief executive officer or a designated point of contact of the sending party. All oral requests shall be reduced to writing by the requesting party and delivered to the sending party at the earliest possible date, but not later than 72 hours after making the oral request.

A party that receives a request for mutual aid assistance shall provide and make available, to the extent reasonable and practicable under the circumstances, the resources requested by the requesting party; provided, however, that a sending party may withhold requested resources to the extent necessary to provide reasonable protection and coverage for its own jurisdiction.

The requesting party shall be responsible for the overall operation, assignment and deployment of resources and personnel provided by the sending party. Unless otherwise agreed to, the sending party shall retain direct supervision, command and control of personnel, equipment and resources provided by the sending party. Unless the requesting and sending parties agree otherwise, the sending party shall be responsible for the operation of its equipment and for any damage thereto.

Unless the requesting and sending parties agree otherwise, the sending party shall pay all expenses, including salary and overtime, incurred by the sending party. A sending party shall document its costs of providing mutual aid assistance under the agreement. Except as otherwise agreed to by the parties, the requesting party shall seek reimbursement under any applicable federal and state disaster assistance programs for the cost of responding to the public works incident. The requesting party and each sending party shall receive, based on the documented costs of providing mutual aid assistance, its pro rata share of the disaster assistance reimbursement provided to the requesting party.

While providing mutual aid assistance under the agreement, employees of the sending party shall be afforded the same powers and duties, rights and privileges as they are afforded in the sending party's geographical jurisdiction or location. While providing mutual aid assistance under the agreement, employees of the sending party shall be considered similarly licensed, certified or permitted in the requesting party's jurisdiction if the employee holds a valid license, certificate or permit issued by the employee's governmental unit.

While in transit to, returning from and providing mutual aid assistance under the agreement, employees of a sending party shall have the same rights of defense, immunity and indemnification that they would otherwise have under the law if they were acting within the scope of their employment under the direction of their employer. A sending

party shall provide to, and maintain for, each of its employees who provide mutual aid assistance under the agreement the same indemnification, defense, right to immunity, employee benefits, death benefits, workers' compensation or similar protection and insurance coverage that would be provided to those employees if they were performing similar services in the sending party's jurisdiction.

Each party to the agreement shall waive all claims and causes of action against each other party to the agreement that may arise out of their activities while rendering or receiving mutual aid under the agreement.

Each requesting party shall defend, indemnify and hold harmless each sending party from all claims by third parties for property damage and personal injury which may arise out of the activities of the sending party or its employees, including travel, while providing mutual aid assistance under the agreement.

All equipment requested and deployed pursuant to this agreement shall be insured by the sending party.

This section shall not affect, supersede or invalidate any other statutory or contractual mutual aid or assistance agreements. A party may enter into supplementary mutual aid agreements with other parties or jurisdictions.

ATTACHMENT B
MUTUAL AID “OPT-IN” INSTRUCTIONS

The statutory requirements for jurisdictions to opt-in to the mutual aid agreement(s) are set forth below.

MGL c. 40, §§ 4J & 4K – Public Works & Public Safety Mutual Aid Agreements

If a city or town wishes to join the Public Safety or Public Works agreement(s), the mayor in the case of a city, the city manager in the case of a Plan D or Plan E city, or the town manager, town administrator or chairman of the board of selectmen with the approval by a majority of the board of selectmen, may act on behalf of the city or town to join the agreement by notifying the director of MEMA in writing.

If a governmental unit that is not a city or town wishes to join the agreement(s), the chief executive officer of the governmental unit may act on its behalf to join the agreement by notifying the director of MEMA in writing.

Once a jurisdiction has properly authorized joining any or all of the above listed mutual aid agreements please complete each applicable section of the attached form. Upon completion, please return the form to:

Massachusetts Emergency Management Agency
400 Worcester Road
Framingham, MA 01702-5399
Attn: Allen Phillips

**ATTACHMENT C
MUTUAL AID "OPT-IN" FORM**

CITY/TOWN/ DISTRICT OF _____

I hereby certify by my signature(s) below that the city/town/district or other governmental unit has authorized, in accordance with each of the applicable statutes, its participation in each of the mutual aid agreements indicated below (each individual section below must be completed for each agreement authorized).

MGL c. 40, §4J – Statewide Public Safety Mutual Aid Agreement

Signature _____ Date of Vote/Execution _____

Title _____

MGL c. 40, §4K – Statewide Public Works Municipal Mutual Aid Agreement

Signature _____ Date of Vote/Execution _____

Title _____

Once each applicable section of this form is completed please return the form to:

Massachusetts Emergency Management Agency
400 Worcester Road
Framingham, MA 01702-5399
Attn: Allen Phillips



Print

PART I ADMINISTRATION OF THE GOVERNMENT
(Chapters 1 through 182)

TITLE VII CITIES, TOWNS AND DISTRICTS

CHAPTER 40 POWERS AND DUTIES OF CITIES AND TOWNS

Section 4J Public safety mutual aid agreement; procedure for joining agreement; requests to receive assistance; rights and responsibilities of requesting and sending parties

Section 4J. (a) As used in this section, the following words shall have the following meanings unless the context clearly requires otherwise:

“Agency”, the Massachusetts emergency management agency.

“Agreement”, the statewide public safety mutual aid agreement established in subsection (b).

“Authorized representative”, in the case of a city or town, the mayor, city manager, town manager, town administrator, executive secretary, police chief or on-duty shift commander of the police department, fire chief or on-duty shift commander of the fire department, health director or chairperson of the board of health and the emergency management director and, in the case of a governmental unit that is not a city or town, the chief executive officer or his designee.

“Employee”, a person employed full-time or part-time by a governmental unit, a volunteer officially operating under a governmental unit, or a person contractually providing services to a governmental unit.

“Governmental unit”, a city, town, county, regional transit authority established under chapter 161B, water or sewer commission or district established under chapter 40N or by special law, fire district, regional health district established under chapter 111, a regional school district or a law enforcement council.

“Incident command system”, the standardized national incident management system that establishes an on-scene management system of procedures for controlling personnel, facilities, equipment and communications from different agencies at the scene of an emergency or other event for which mutual aid assistance is provided.

“Law enforcement council”, a nonprofit corporation comprised of municipal police chiefs and other law enforcement agencies established to provide: (i) mutual aid to its members pursuant to mutual aid agreements; (ii) mutual aid or requisitions for aid to non-members consistent with section 8G of this chapter or section 99 of chapter 41; and (iii) enhanced public safety by otherwise sharing resources and personnel.

“Mutual aid assistance”, the cross-jurisdictional provision of emergency services, materials or

facilities from 1 party to another when existing resources are, or may be, inadequate.

“Party”, a governmental unit that has joined the agreement.

“Public safety incident”, an event, emergency or natural or man-made disaster, that threatens or causes harm to public health, safety or welfare and that exceeds, or reasonably may be expected to exceed, the response or recovery capabilities of a governmental unit including, but not limited to, a technological hazard, planned event, civil unrest, health-related event and an emergency, act of terrorism and training and exercise that tests and simulates the ability to manage, respond to or recover from any such event.

“Requesting party”, a party that requests aid or assistance from another party pursuant to the agreement.

“Sending party”, a party that renders aid or assistance to another party under the agreement.

(b) There shall be a statewide public safety mutual aid agreement to create a framework for the provision of mutual aid assistance among the parties to the agreement in the case of a public safety incident. The assistance to be provided under the agreement shall include, but not be limited to, fire service, law enforcement, emergency medical services, transportation, communications, public works, engineering, building inspection, planning and information assistance, resource support, public health, health and medical services, search and rescue assistance and any other resource, equipment or personnel that a party to the agreement may request or provide in anticipation of, or in response to, a public safety incident.

(c)(1) If a city or town wishes to join the agreement, the mayor in the case of a city, the city manager in the case of a Plan D or Plan E city, or the town manager, town administrator or chairman of the board of selectmen with the approval of the board of selectmen, may act on behalf of the city or town to join the agreement by notifying the director of the agency in writing. The municipality shall be a party to the agreement 30 days after receipt by the agency of the written notification.

A city or town that has joined the agreement may opt out of the agreement in the same manner as provided for joining the agreement and by notifying the agency in writing of its intention to opt out. The removal of the municipality from the agreement shall take effect 10 days after receipt by the agency of the written notification.

(2) If a governmental unit that is not a city or town wishes to join the agreement, the chief executive officer of the governmental unit may act on its behalf to join the agreement by notifying the director of the agency in writing. The governmental unit shall be a party to the agreement 30 days after receipt by the agency of the written notification.

If a governmental unit that is not a city or town has joined the agreement but wishes to opt out of

the agreement, the chief executive officer of the governmental unit may act on its behalf to opt out of the agreement by notifying the agency in writing. The removal of the municipality from the agreement shall take effect 10 days after receipt by the agency of the written notification.

(d)(1) A request by a party to receive mutual aid assistance under the agreement shall be made, either orally or in writing, by an authorized representative of the requesting party and shall be communicated to an authorized representative of the sending party or to the agency; provided, however, that if the request is communicated orally, the requesting party shall reduce the request to writing and deliver it to the sending party or to the agency at the earliest possible date, but not later than 72 hours after making the oral request. A party to the agreement may request mutual aid assistance during, in anticipation of or as a result of a public safety incident.

(2) An oral or written request for mutual aid assistance under the agreement shall include the following information:

(i) a description of the public safety incident;

(ii) the nature, type and amount of personnel, equipment, materials, supplies or other resources being requested;

(iii) the manner in which the resources shall be used and deployed;

(iv) a reasonable estimate of the length of time for which the resources shall be needed;

(v) the location to which the resources shall be deployed; and

(vi) the requesting party's point of contact.

(3) A party that receives a request for mutual aid assistance shall provide and make available, to the extent reasonable and practicable under the circumstances, the resources requested; provided, however, that a sending party may withhold requested resources to the extent necessary to provide reasonable protection and coverage for its own jurisdiction.

(e) The requesting party shall be responsible for the overall operation, assignment and deployment of resources and personnel provided by a sending party consistent with the incident command system. The sending party shall retain direct supervision, command and control of personnel, equipment and resources provided by the sending party unless otherwise agreed to by the requesting party and the sending party. During the course of rendering mutual aid assistance under the agreement, the sending party shall be responsible for the operation of its equipment and for any damage thereto unless the sending party and the requesting party agree otherwise.

(f)(1) All expenses incurred by the sending party in rendering mutual aid assistance pursuant to the agreement shall be paid by the sending party; provided, however, that a requesting party and

a sending party may enter into supplementary agreements for reimbursement of costs associated with providing mutual aid assistance incurred by a sending party.

(2) A sending party shall document its costs of providing mutual aid assistance under the agreement, including direct and indirect payroll and employee benefit costs, travel costs, repair costs and the costs of materials and supplies. A sending party shall also document the use of its equipment and the quantities of materials and supplies used while providing mutual aid assistance under the agreement.

(3) Except as otherwise agreed to by the parties, the requesting party shall seek reimbursement under any applicable federal and state disaster assistance programs for the costs of responding to the public safety incident. The requesting party and each sending party shall receive, based on the documented costs of providing mutual aid assistance, its pro rata share of the disaster assistance reimbursement provided to the requesting party.

(g) While providing mutual aid assistance under the agreement, employees of a sending party shall: (i) be afforded the same powers, duties, rights and privileges as they are afforded in the sending party's geographical jurisdiction or location; and (ii) receive the same salary, including overtime, that they would be entitled to receive if they were operating in their own governmental unit. In the absence of an agreement to the contrary, the sending party shall be responsible for all such salary expenses, including overtime.

(h)(1) While in transit to, returning from and providing mutual aid assistance under the agreement, employees of a sending party shall have the same rights of defense, immunity and indemnification that they otherwise would have under the law if they were acting within the scope of their employment under the direction of their employer. A sending party shall provide to, and maintain for, each of its employees who provide mutual aid assistance under the agreement the same indemnification, defense, right to immunity, employee benefits, death benefits, workers' compensation or similar protection and insurance coverage that would be provided to those employees if they were performing similar services in the sending party's jurisdiction.

(2) Each party to the agreement shall waive all claims and causes of action against each other party to the agreement that may arise out of their activities while rendering or receiving mutual aid assistance under the agreement, including travel outside of its jurisdiction.

(3) Each requesting party shall defend, indemnify and hold harmless each sending party from all claims by third parties for property damage or personal injury which may arise out of the activities of the sending party or its employees, including travel, while providing mutual aid assistance under the agreement.

(i) This section shall not affect, supersede or invalidate any other statutory or contractual mutual aid or assistance agreements involving parties to the agreement including, but not limited to,

those established pursuant to section 4A or 8G. A party may enter into supplementary mutual aid agreements with other parties or jurisdictions.



PART I ADMINISTRATION OF THE GOVERNMENT
(Chapters 1 through 182)

TITLE VII CITIES, TOWNS AND DISTRICTS

CHAPTER 40 POWERS AND DUTIES OF CITIES AND TOWNS

Section 4K Public works municipal mutual aid agreement; procedure for joining agreement; advisory committee; requests to receive assistance; rights and responsibilities of requesting and sending parties

Section 4K. (a) As used in this section, the following words shall, unless the context clearly requires otherwise, have the following meanings:—

“Advisory committee”, the statewide public works municipal mutual aid advisory committee established in subsection (d).

“Agreement”, the statewide public works municipal mutual aid agreement established in subsection (b).

“Employee”, a person employed full-time or part-time by a governmental unit, a volunteer officially operating under a governmental unit, or a person contractually providing services to a governmental unit.

“Governmental unit”, a city, town, county or district, however constituted, or water or sewer commission established under the provisions of chapter 40N or any other general or special law.

“Mutual aid assistance”, cross-jurisdictional provision of services, materials or facilities from 1 party to another when existing resources are, or may be, inadequate.

“Party”, a governmental unit that has joined the agreement.

“Public works incident”, a foreseeable or unforeseeable event, emergency or natural or manmade disaster that affects or threatens to affect the public works operations of a governmental unit.

“Requesting party”, a party that requests aid or assistance from another party pursuant to the agreement.

“Sending party”, a party that renders aid or assistance to another party under the agreement.

(b) There shall be a statewide public works municipal mutual aid agreement to facilitate the provision of public works resources across jurisdictional lines in the case of a public works incident that requires mutual aid assistance from 1 or more municipalities. The mutual aid assistance to be provided under the agreement shall include, but not be limited to, services related to public works, personnel, equipment, supplies and facilities to prepare for, prevent, mitigate, respond to and

recover from public works incidents.

(c)(1) If a city or town wishes to join the agreement, the mayor in the case of a city, the city manager in the case of a Plan D or Plan E city, or the town manager, town administrator or chair of the board of selectmen upon approval by a majority vote of the board of selectmen, may act on behalf of the city or town to join the agreement by notifying the advisory committee in writing. The municipality shall be a party to the agreement 30 days after receipt by the advisory committee of the written notification.

If a city or town has joined the agreement but wishes to opt out of the agreement, the mayor in the case of a city, the city manager in the case of a Plan D or Plan E city, or the town manager, town administrator or chair of the board of selectmen upon approval by a majority vote of the board of selectmen in the case of a town, may act on behalf of the city or town to opt out of the agreement by notifying the advisory committee in writing. The removal of the municipality from the agreement shall take effect 10 days after receipt by the advisory committee of the written notification.

(2) If a governmental unit that is not a city or town wishes to join the agreement, the chief executive officer of the governmental unit may act on its behalf to join the agreement by notifying the advisory committee in writing. The governmental unit shall be a party to the agreement 30 days after receipt by the advisory committee of the written notification.

If a governmental unit that is not a city or town has joined the agreement but wishes to opt out of the agreement, the chief executive officer of the governmental unit may act on its behalf to opt out of the agreement by notifying the advisory committee in writing. The removal of the governmental unit that is not a city or town from the agreement shall take effect 10 days after receipt by the advisory committee of the written notification.

(3) If a governmental unit in a state contiguous to the commonwealth wishes to join the agreement, the governmental unit may join the agreement by notifying the advisory committee in writing. The governmental unit shall be a party to the agreement 30 days after receipt by the advisory committee of the written notification.

If a governmental unit in a state contiguous to the commonwealth has joined the agreement but wishes to opt out of the agreement, the governmental unit may opt out of the agreement by notifying the advisory committee in writing. The removal of the governmental unit from the agreement shall take effect 10 days after receipt by the advisory committee of the written notification.

(d) There shall be a statewide public works municipal mutual aid advisory committee to consist of the secretary of public safety and security or his designee, who shall serve as chair of the committee; and 1 member appointed by the secretary of public safety and security from each of the following: the Massachusetts Highway Association; the New England Chapter of the American Public Works Association, who shall be a resident of the commonwealth; the New England Water

Environment Association, who shall be a resident of the commonwealth; the Massachusetts Tree Wardens' and Foresters' Association; the Massachusetts Water Works Association; and the Massachusetts Municipal Association.

The advisory committee shall develop procedural plans, protocols and programs for intrastate and interstate cooperation to be used by public works agencies in response to a public works incident. The advisory committee shall be responsible for the administration and coordination of the statewide mutual aid agreement. The advisory committee shall develop and make available to parties forms to facilitate requests for aid, including a form to track the movement of public works equipment and personnel.

(e) Each party shall identify not more than 3 points of contact to serve as the primary liaison for all issues relating to the agreement.

(f)(1) A request by a party to receive mutual aid assistance shall be made, either orally or in writing, by the chief executive officer of the requesting party or by 1 of its designated points of contact and shall be communicated to the chief executive officer or 1 its designated points of contact from the sending party; provided, however, that if the request is communicated orally, the requesting party shall reduce the request to writing and deliver it to the sending party at the earliest possible date, but not later than 72 hours after making the oral request. (2) A requesting party may request the assistance of 1 or more parties to assist with or manage a public works incident, including recovery-related exercises, testing or training.

(2) An oral or written request for mutual aid assistance under the agreement shall include the following information:

(i) a description of the public works incident response and recovery functions for which assistance is needed;

(ii) the nature, type and amount of public works services, personnel, equipment, materials, supplies or other resources being requested;

(iii) the manner in which the resources shall be used and deployed;

(iv) a reasonable estimate of the length of time for which the resources shall be needed;

(v) the location to which the resources shall be deployed; and

(vi) the requesting party's point of contact.

(3) A party that receives a request for mutual aid assistance shall provide and make available, to the extent reasonable and practicable under the circumstances, the resources requested by the requesting party; provided, however, that a sending party may withhold requested resources to the extent necessary to provide reasonable protection and coverage for its own jurisdiction.

(g) The requesting party shall be responsible for the overall operation, assignment and deployment of resources, equipment and personnel provided by a sending party. The sending party shall retain direct supervision, command and control of personnel, equipment and resources provided by the sending party unless otherwise agreed to by the requesting party and the sending party. During the course of rendering mutual aid assistance under the agreement, the sending party shall be responsible for the operation of its equipment and for any damage thereto unless the sending party and the requesting party agree otherwise.

(h)(1) All expenses incurred by the sending party in rendering mutual aid assistance pursuant to the agreement shall be paid by the sending party; provided, however, that a requesting party and a sending party may enter into supplementary agreements for reimbursement of costs associated with providing mutual aid assistance incurred by a sending party.

(2) A sending party shall document its costs of providing mutual aid assistance under the agreement, including direct and indirect payroll and employee benefit costs, travel costs, repair costs and the costs of materials and supplies. A sending party shall also document the use of its equipment and the quantities of materials and supplies used while providing mutual aid assistance under the agreement.

(3) Except as otherwise agreed to by the parties, the requesting party shall seek reimbursement under any applicable federal and state disaster assistance programs for the costs of responding to the public works incident. The requesting party and each sending party shall receive, based on the documented costs of providing mutual aid assistance, its pro rata share of the disaster assistance reimbursement provided to the requesting party.

(4) While providing mutual aid assistance under the agreement, employees of a sending party shall: (i) be afforded the same powers, duties, rights and privileges as they are afforded in the sending party's geographical jurisdiction or location; (ii) be considered similarly licensed, certified or permitted in the requesting party's jurisdiction if the employee holds a valid license, certificate or permit issued by the employee's governmental unit; and (iii) receive the same salary, including overtime, that they would be entitled to receive if they were operating in their own governmental unit. In the absence of an agreement to the contrary, the sending party shall be responsible for all such salary expenses, including overtime.

[There is no subsection (i).]

(j)(1) While in transit to, returning from and providing mutual aid assistance under the agreement, employees of a sending party shall have the same rights of defense, immunity and indemnification that they otherwise would have under the law if they were acting within the scope of their employment under the direction of their employer. A sending party shall provide to, and maintain for, each of its employees who provide mutual aid assistance under the agreement the same indemnification, defense, right to immunity, employee benefits, death benefits, workers' compensation or similar protection and insurance coverage that would be

provided to those employees if they were performing similar services in the sending party's jurisdiction.

(2) Each party to the agreement shall waive all claims and causes of action against all other parties that may arise out of their activities while rendering or receiving mutual aid assistance under the agreement, including travel outside of its jurisdiction.

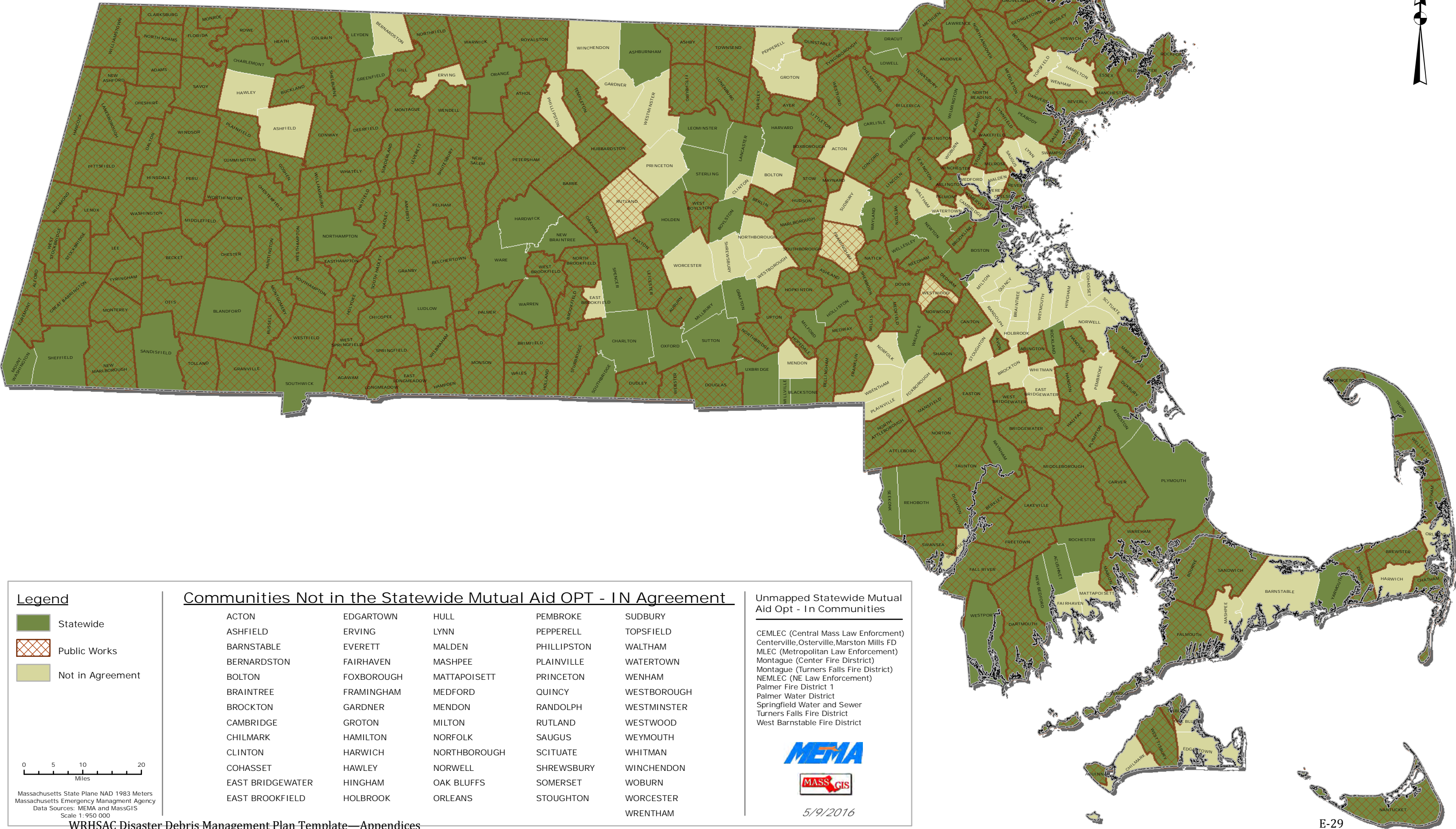
(3) Each requesting party shall defend, indemnify and hold harmless each sending party from all claims by third parties for property damage or personal injury which may arise out of the activities of the sending party or its employees, including travel, while providing mutual aid assistance under the agreement.

(4) All equipment requested and deployed pursuant to the statewide municipal mutual assistance agreement shall be insured by the sending party.

(k) This section shall not affect, supersede or invalidate any other statutory or contractual mutual aid or assistance agreements involving parties to the agreement including, but not limited to, those established pursuant to section 4A. A party may enter into supplementary mutual aid agreements with other parties or jurisdictions.



STATEWIDE MUTUAL AID OPT - IN COMMUNITIES



Mutual Aid Agreements				
Town	Western MA Intergovernmental Emergency Mutual Aid Agreement	Regional Sheltering Addendum (as of 12/23/2013)	Statewide Public Safety Mutual Aid Agreement (as of 6/26/2013)	Statewide Public Works Municipal Mutual Aid Agreement (as of 6/26/2013)
Ashfield	x			
Bernardston	x			
Buckland	x		x	x
Charlemont	x		x	
Colrain	x		x	x
Conway	x		x	x
Deerfield	x		x	x
Erving	x			
Gill	x	x	x	
Greenfield	x	x		
Hawley	x			
Heath	x	x	x	x
Leverett	x			
Leyden	x		x	
Monroe	x		x	x
Montague	x		x	x
New Salem	x	x		
Northfield	x		x	x
Orange	x		x	
Rowe	x		x	x
Shelburne	x	x		
Shutesbury	x		x	x
Sunderland	x			
Warwick	x	x	x	x
Wendell	x	x	x	x
Whately	x	x	x	x

APPENDIX F: CORPS OF ENGINEERS DEBRIS MODELING METHODOLOGY AND DEBRIS ESTIMATES BY MUNICIPALITY

CORPS OF ENGINEERS DEBRIS MODELING METHODOLOGY

The modeling methodology described below was developed by the Corps of Engineers Emergency Management staff using actual data from Hurricanes Frederick, Hugo, and Andrew. The estimates produced by the model are predicated to have an accuracy of $\pm 30\%$ (accuracy is limited due to the many variables inherent to the debris removal process). The primary factor the model utilizes to estimate storm generated debris is the total number of households in a developed urban/suburban area. Other factors utilized are cubic yards of debris generated per household per storm category, vegetative cover, commercial density, and precipitation. The household debris includes debris generated from damage to the house including contents and surrounding shrubs/trees. Vegetative cover includes all trees /shrubby and other debris located on public rights of way. Commercial density includes debris generated by damage to businesses and industrial facilities. The majority of commercial related debris will be removed by private contractors; however disposal/reduction space is still required. The amount of precipitation generated by a storm has a direct relationship on debris quantities. Very wet storms will cause ground saturation increasing tree fall.

For planning purposes, the worst case scenario should be used, with one storm category for the subject area. For actual events the wind speeds will vary and more accurate debris estimates can be determined by detailed analysis. The most accurate process to determine the defined areas is by using Doppler Radar (National Weather Service Broadcasts) and GIS (Geographical Information Systems). The Doppler radar will define the storm's intensity and the exact track of the "EYE" of the storm in relation to the affected area. By tracking the storm and plotting the eye path and 5 mile wide bands out from the eye, defined areas and estimated wind speeds can be determined. The wind speed of the eye wall normally determines the reported storm category with the outward or five mile bands being a lesser category. The storm then can be tracked inland until the winds speeds dissipate below hurricane strength. The areas now outlined can be divided by storm category. Once divided, coordinates can be entered into GIS to determine areas and demographic information such as population, schools, businesses required by the model to calculate debris quantities.

ESTIMATING DEBRIS QUANTITIES

Determine population (**P**) in the affected area (for example, 1990 census data for Harrison County, MS is 165,500). Therefore, for Harrison Co, **P** = 165,500. Population density per square mile can also be used to determine debris estimates per square mile.

The assumption of three persons per household (**H**) is used for this model. Known/estimated population (**P**) for a jurisdiction may be used to determine a value for **H**.

$$\mathbf{H} = \mathbf{P} / 3$$

The formula used in this model will generate debris quantity as an absolute value based on a known/estimated population or as a debris quantity per square mile based upon population density per square mile.

The model formula is: $Q = H (C) (V) (B) (S)$

where

Q is quantity of debris in cubic yards

H is the number of households

C is the storm category factor in cubic yards

V is the vegetation characteristic multiplier

B is the commercial/business/industrial use multiplier

S is the storm precipitation characteristic multiplier

C is the storm category factor. It expresses debris quantity in cubic yards (cy) per household by hurricane category and includes the house and its contents, and land foliage.

<u>Hurricane Category</u>	<u>Value of C Factor</u>
1	2 cy
2	8 cy
3	26 cy
4	50 cy
5	80 cy

V is the vegetation multiplier. It acts to increase the quantity of debris by adding vegetation including shrubbery and trees on public rights of way.

<u>Vegetative Cover</u>	<u>Value of V Multiplier</u>
Light	1.1
Medium	1.3
Heavy	1.5

B is the multiplier which takes into account areas which are not solely single-family residential, but includes small retail stores, schools, apartments, shopping centers and light industrial/manufacturing facilities. Built into this multiplier is the offsetting commercial insurance requirement for owner/operator salvage operations.

<u>Commercial Density</u>	<u>Value of Multiplier</u>
Light	1.0
Medium	1.2
Heavy	1.3

S is a precipitation multiplier that takes into account either a "wet" or "dry" storm event; in a "wet" storm trees will up-root generating a larger volume of storm generated debris (for category III or greater storms only).

<u>Precipitation Characteristic</u>	<u>Value of Multiplier</u>
None to Light	1.0
Medium to heavy	1.3

Example: A category 4 storm passes through Harrison County, Mississippi. The area is primarily single family dwellings with some apartment complexes, schools and shopping centers. Vegetation characteristic is heavy due to the presence of residential landscape shrubbery and trees throughout the area. The storm is a very wet storm with rain before and continuing for a few days after the wind pass.

$$Q = H (C) (V) (B) (S)$$

$$H = P/3 = 165,500 / 3 = 55,167 \quad (3 \text{ persons/household})$$

$$C = 50 \quad (\text{factor for a Category 4 storm})$$

$$V = 1.5 \quad (\text{multiplier for heavy vegetation})$$

$$B = 1.3 \quad (\text{multiplier for heavy commercial due to schools/stores/apartments})$$

$$S = 1.3 \quad (\text{multiplier for wet storm event})$$

$$\text{then } Q = 55,167 (50) (1.5) (1.3) (1.3) = 6,992,374 \text{ cy debris or } \underline{\mathbf{7 \text{ Million CY}}}$$

DEBRIS MANAGEMENT SITE REQUIREMENTS

Current Corps guidance for debris management (storage/handling) sites is to estimate stack heights of 10 feet with 60% usage of land area to provide for roads, safety buffers, burn pits, HTW areas etc.

$$1 \text{ acre (ac)} = 4,840 \text{ sq yd (sy)}$$

$$10 \text{ feet stack height} = 3.33 \text{ yards}$$

$$\text{total volume per ac} = 4,849 \text{ sy/ac } (3.33 \text{ y}) = 16,133 \text{ cy/ac}$$

From the example above, the acreage required for debris reduction sites is:

$$7,000,000 \text{ cy} / 16,133 \text{ cy/ac} = 434 \text{ acres required for debris storage only, no buffers, etc.}$$

To provide for roads, buffers, etc., the acreage must be increased by a factor of 1.66 or divided by 60%:

$$434 \times 1.66 = \mathbf{720 \text{ acres}}$$

or, since one square mile (sm) = 640 acres

720 acres / 640 ac/sm = 1.12 square miles

If you assume a 100 acre reduction site can be cycled every 45 to 60 days, or one time during the recovery period, then, $720 / 2 = 360$ acres or **four 100 acre sites would be required**. The number of sites varies with size, distance from source, speed of reduction (mixed debris is slower than clean woody debris) and removal urgency. If existing landfill space is not readily available to start reducing site volumes immediately, additional sites will be required. Publicly owned property should be considered first, then predesignated leases with land owners as an alternative. Predesignation of sites is critical for expediting initial debris removal operations.

The Corps commonly removes approximately 70% of the total volume generated with local governments, volunteer groups, and private individuals removing the remainder. If 7 million cy is estimated, the Corps would estimate removing approximately 70% or 4.9 million cy.

The debris removed will consist of two broad categories: clean woody, and construction and demolition (C&D) debris. The clean debris will come early in the removal process as residents and local governments clear yards and rights of ways. The debris removal mission can be facilitated if debris is segregated as much as possible at the origin, i.e., along the Right of Way, according to type. The public should be informed regarding debris segregation as soon as possible after the storm. The most effective process is to set time periods for removal, i.e., the first 7-10 days clean woody debris only, and then followed by all other debris, segregating the metals from the non-metals.

Most common hurricane generated debris will consist of the following:

30% Clean woody debris

70% Mixed C&D

of the 70% mixed C&D,

- 42% Burnable but requires sorting (and advance approval from MassDEP Regions)
- 5% Soil
- 15% Metals
- 38% Landfilled

Based on the example above, 7,000,000 cy would break down as follows:

2,100,000 cy Clean woody debris

4,900,000 cy Mixed C&D

of the 4,900,000 cy of mixed C&D,

- 2,058,000 cy is Burnable but requires sorting or landfilling
- 245,000 cy of Soil
- 735,000 cy of Metals
- 1,862,000 cy Landfilled

Burning will produce about 95% reduction. Of less environmental concern than burning is the use of chippers and/or tub grinders. The chips/mulch produced have agricultural value as well as

being easily converted to pelletized fuel. Chipping and grinding reduces the debris volume on a 1 to 4 ratio (4 cy is reduced to 1cy) or by 75%. The rate of burning versus chipping/grinding is basically equal, about 200 cy/hr. However chipping requires on-site storage and disposal of the chips/mulch.

The US Army Corps of Engineers Debris Modeling Methodology was used to estimate the quantity of debris that can be expected from a worst-case scenario (category 3 hurricane) for each town in Massachusetts.

DEBRIS ESTIMATES BY MUNICIPALITY

City/Town	Population	Housing units	Corps of Engineers Debris Model	
			Debris Estimate (CY)	DMS Required (Acers)
Abington, Plymouth County	14,605	5,348	281,989	29
Acton, Middlesex County	20,331	7,680	404,951	42
Acushnet, Bristol County	10,161	3,889	205,059	21
Adams, Berkshire County	8,809	4,362	229,999	24
Agawam, Hampden County	28,144	11,659	614,755	63
Alford, Berkshire County	399	279	14,711	2
Amesbury, Essex County	16,450	6,623	349,217	36
Amherst, Hampshire County	34,874	9,427	497,066	51
Andover, Essex County	31,247	11,590	611,117	63
Aquinnah, Dukes County	344	463	24,413	3
Arlington, Middlesex County	42,389	19,411	1,023,503	105
Ashburnham, Worcester County	5,546	2,204	116,212	12
Ashby, Middlesex County	2,845	1,011	53,308	5
Ashfield, Franklin County	1,800	821	43,289	4
Ashland, Middlesex County	14,674	5,794	305,506	31
Athol, Worcester County	11,299	4,824	254,359	26
Attleboro, Bristol County	42,068	16,554	872,859	90
Auburn, Worcester County	15,901	6,579	346,897	36
Avon, Norfolk County	4,443	1,740	91,746	9
Ayer, Middlesex County	7,287	3,154	166,304	17
Barnstable, Barnstable County	47,821	25,018	1,319,149	136
Barre, Worcester County	5,113	1,988	104,823	11
Becket, Berkshire County	1,755	1,451	76,508	8
Bedford, Middlesex County	12,595	4,708	248,243	26
Belchertown, Hampshire County	12,968	5,050	266,276	27
Bellingham, Norfolk County	15,314	5,642	297,491	31
Belmont, Middlesex County	24,194	9,980	526,225	54
Berkley, Bristol County	5,749	1,885	99,392	10
Berlin, Worcester County	2,380	893	47,086	5
Bernardston, Franklin County	2,155	879	46,347	5
Beverly, Essex County	39,862	16,275	858,148	88
Billerica, Middlesex County	38,981	13,071	689,207	71
Blackstone, Worcester County	8,804	3,331	175,636	18
Blandford, Hampden County	1,214	526	27,734	3
Bolton, Worcester County	4,148	1,476	77,826	8

City/Town	Population	Housing units	Corps of Engineers Debris Model	
			Debris Estimate (CY)	Debris Required (Acers)
Boston, Suffolk County	589,141	251,935	13,284,028	1367
Bourne, Barnstable County	18,721	9,648	508,719	52
Boxborough, Middlesex County	4,868	1,906	100,499	10
Boxford, Essex County	7,921	2,610	137,620	14
Boylston, Worcester County	4,008	1,606	84,681	9
Braintree, Norfolk County	33,828	12,973	684,040	70
Brewster, Barnstable County	10,094	7,339	386,970	40
Bridgewater, Plymouth County	25,185	7,652	403,474	42
Brimfield, Hampden County	3,339	1,396	73,608	8
Brockton, Plymouth County	94,304	34,837	1,836,885	189
Brookfield, Worcester County	3,051	1,302	68,651	7
Brookline, Norfolk County	57,107	26,413	1,392,704	143
Buckland, Franklin County	1,991	839	44,238	5
Burlington, Middlesex County	22,876	8,445	445,287	46
Cambridge, Middlesex County	101,355	44,725	2,358,259	243
Canton, Norfolk County	20,775	8,163	430,418	44
Carlisle, Middlesex County	4,717	1,655	87,264	9
Carver, Plymouth County	11,163	4,127	217,608	22
Charlemont, Franklin County	1,358	628	33,113	3
Charlton, Worcester County	11,263	4,008	211,333	22
Chatham, Barnstable County	6,625	6,743	355,544	37
Chelmsford, Middlesex County	33,858	13,025	686,782	71
Chelsea, Suffolk County	35,080	12,337	650,505	67
Cheshire, Berkshire County	3,401	1,470	77,510	8
Chester, Hampden County	1,308	580	30,582	3
Chesterfield, Hampshire County	1,201	524	27,629	3
Chicopee, Hampden County	54,653	24,424	1,287,828	133
Chilmark, Dukes County	843	1,409	74,293	8
Clarksburg, Berkshire County	1,686	688	36,276	4
Clinton, Worcester County	13,435	5,844	308,142	32
Cohasset, Norfolk County	7,261	2,805	147,902	15
Colrain, Franklin County	1,813	776	40,916	4
Concord, Middlesex County	16,993	6,153	324,435	33
Conway, Franklin County	1,809	749	39,493	4
Cummington, Hampshire County	978	452	23,833	2
Dalton, Berkshire County	6,892	2,832	149,325	15
Danvers, Essex County	25,212	9,762	514,730	53
Dartmouth, Bristol County	30,666	11,283	594,930	61
Dedham, Norfolk County	23,464	8,908	469,701	48
Deerfield, Franklin County	4,750	2,060	108,619	11
Dennis, Barnstable County	15,973	14,105	743,728	77
Dighton, Bristol County	6,175	2,280	120,219	12
Douglas, Worcester County	7,045	2,588	136,460	14
Dover, Norfolk County	5,558	1,884	99,339	10
Dracut, Middlesex County	28,562	10,643	561,184	58
Dudley, Worcester County	10,036	3,910	206,166	21
Dunstable, Middlesex County	2,829	944	49,775	5
Duxbury, Plymouth County	14,248	5,345	281,831	29
East Bridgewater, Plymouth County	12,974	4,427	233,426	24
East Brookfield, Worcester County	2,097	849	44,766	5

City/Town	Population	Housing units	Corps of Engineers Debris Model	
			Debris Estimate (CY)	DMS Required (Acers)
East Longmeadow, Hampden County	14,100	5,363	282,780	29
Eastham, Barnstable County	5,453	5,535	291,849	30
Easthampton, Hampshire County	15,994	7,083	373,472	38
Easton, Bristol County	22,299	7,631	402,367	41
Edgartown, Dukes County	3,779	4,360	229,894	24
Egremont, Berkshire County	1,345	866	45,662	5
Erving, Franklin County	1,467	630	33,218	3
Essex, Essex County	3,267	1,446	76,244	8
Everett, Middlesex County	38,037	15,908	838,797	86
Fairhaven, Bristol County	16,159	7,266	383,121	39
Fall River, Bristol County	91,938	41,857	2,207,035	227
Falmouth, Barnstable County	32,660	20,055	1,057,460	109
Fitchburg, Worcester County	39,102	16,002	843,753	87
Florida, Berkshire County	676	294	15,502	2
Foxborough, Norfolk County	16,246	6,299	332,133	34
Framingham, Middlesex County	66,910	26,734	1,409,630	145
Franklin, Norfolk County	29,560	10,327	544,522	56
Freetown, Bristol County	8,472	3,029	159,713	16
Gardner, Worcester County	20,770	8,838	466,010	48
Georgetown, Essex County	7,377	2,616	137,936	14
Gill, Franklin County	1,363	560	29,527	3
Gloucester, Essex County	30,273	13,958	735,977	76
Goshen, Hampshire County	921	536	28,262	3
Gosnold, Dukes County	86	215	11,336	1
Grafton, Worcester County	14,894	5,828	307,298	32
Granby, Hampshire County	6,132	2,295	121,010	12
Granville, Hampden County	1,521	595	31,373	3
Great Barrington, Berkshire County	7,527	3,352	176,744	18
Greenfield, Franklin County	18,168	8,301	437,695	45
Groton, Middlesex County	9,547	3,393	178,906	18
Groveland, Essex County	6,038	2,096	110,517	11
Hadley, Hampshire County	4,793	1,953	102,977	11
Halifax, Plymouth County	7,500	2,841	149,800	15
Hamilton, Essex County	8,315	2,825	148,956	15
Hampden, Hampden County	5,171	1,846	97,335	10
Hancock, Berkshire County	721	472	24,887	3
Hanover, Plymouth County	13,164	4,445	234,375	24
Hanson, Plymouth County	9,495	3,178	167,569	17
Hardwick, Worcester County	2,622	1,086	57,262	6
Harvard, Worcester County	5,981	2,225	117,319	12
Harwich, Barnstable County	12,386	9,450	498,279	51
Hatfield, Hampshire County	3,249	1,431	75,453	8
Haverhill, Essex County	58,969	23,737	1,251,604	129
Hawley, Franklin County	336	192	10,123	1
Heath, Franklin County	805	648	34,167	4
Hingham, Plymouth County	19,882	7,368	388,499	40
Hinsdale, Berkshire County	1,872	970	51,146	5
Holbrook, Norfolk County	10,785	4,153	218,979	23
Holden, Worcester County	15,621	5,827	307,246	32
Holland, Hampden County	2,407	1,317	69,442	7

City/Town	Population	Housing units	Corps of Engineers Debris Model	
			Debris Estimate (CY)	DMS Required (Acers)
Holliston, Middlesex County	13,801	4,868	256,679	26
Holyoke, Hampden County	39,838	16,210	854,720	88
Hopedale, Worcester County	5,907	2,289	120,694	12
Hopkinton, Middlesex County	13,346	4,548	239,806	25
Hubbardston, Worcester County	3,909	1,360	71,710	7
Hudson, Middlesex County	18,113	7,168	377,954	39
Hull, Plymouth County	11,050	5,366	282,938	29
Huntington, Hampshire County	2,174	935	49,300	5
Ipswich, Essex County	12,987	5,601	295,329	30
Kingston, Plymouth County	11,780	4,525	238,594	25
Lakeville, Plymouth County	9,821	3,662	193,089	20
Lancaster, Worcester County	7,380	2,141	112,890	12
Lanesborough, Berkshire County	2,990	1,382	72,870	7
Lawrence, Essex County	72,043	25,601	1,349,889	139
Lee, Berkshire County	5,985	2,927	154,334	16
Leicester, Worcester County	10,471	3,826	201,737	21
Lenox, Berkshire County	5,077	2,713	143,051	15
Leominster, Worcester County	41,303	16,976	895,110	92
Leverett, Franklin County	1,663	648	34,167	4
Lexington, Middlesex County	30,355	11,333	597,566	61
Leyden, Franklin County	772	306	16,134	2
Lincoln, Middlesex County	8,056	2,911	153,491	16
Littleton, Middlesex County	8,184	3,055	161,084	17
Longmeadow, Hampden County	15,633	5,879	309,987	32
Lowell, Middlesex County	105,167	39,468	2,081,068	214
Ludlow, Hampden County	21,209	7,841	413,440	43
Lunenburg, Worcester County	9,401	3,668	193,406	20
Lynn, Essex County	89,050	34,637	1,826,339	188
Lynnfield, Essex County	11,542	4,273	225,306	23
Malden, Middlesex County	56,340	23,634	1,246,173	128
Manchester-by-the-Sea, Essex County	5,228	2,327	122,698	13
Mansfield, Bristol County	22,414	8,120	428,151	44
Marblehead, Essex County	20,377	8,906	469,595	48
Marion, Plymouth County	5,123	2,439	128,603	13
Marlborough, Middlesex County	36,255	14,903	785,805	81
Marshfield, Plymouth County	24,324	9,954	524,854	54
Mashpee, Barnstable County	12,946	8,325	438,960	45
Mattapoisett, Plymouth County	6,268	3,172	167,253	17
Maynard, Middlesex County	10,433	4,406	232,319	24
Medfield, Norfolk County	12,273	4,048	213,442	22
Medford, Middlesex County	55,765	22,687	1,196,240	123
Medway, Norfolk County	12,448	4,248	223,988	23
Melrose, Middlesex County	27,134	11,248	593,084	61
Mendon, Worcester County	5,286	1,886	99,445	10
Merrimac, Essex County	6,138	2,295	121,010	12
Methuen, Essex County	43,789	16,885	890,312	92
Middleborough, Plymouth County	19,941	7,249	382,225	39
Middlefield, Hampshire County	542	263	13,867	1
Middleton, Essex County	7,744	2,347	123,752	13
Milford, Worcester County	26,799	10,713	564,875	58

City/Town	Population	Housing units	Corps of Engineers Debris Model	
			Debris Estimate (CY)	DMS Required (Acers)
Millbury, Worcester County	12,784	5,109	269,387	28
Millis, Norfolk County	7,902	3,066	161,664	17
Millville, Worcester County	2,724	958	50,513	5
Milton, Norfolk County	26,062	9,161	483,041	50
Monroe, Franklin County	93	67	3,532	0
Monson, Hampden County	8,359	3,213	169,415	17
Montague, Franklin County	8,489	3,844	202,686	21
Monterey, Berkshire County	934	830	43,764	5
Montgomery, Hampden County	654	257	13,551	1
Mount Washington, Berkshire County	130	128	6,749	1
Nahant, Essex County	3,632	1,704	89,848	9
Nantucket, Nantucket County	9,520	9,210	485,624	50
Natick, Middlesex County	32,170	13,368	704,867	73
Needham, Norfolk County	28,911	10,846	571,887	59
New Ashford, Berkshire County	247	110	5,800	1
New Bedford, Bristol County	93,768	41,511	2,188,792	225
New Braintree, Worcester County	927	328	17,294	2
New Marlborough, Berkshire County	1,494	963	50,777	5
New Salem, Franklin County	929	422	22,251	2
Newbury, Essex County	6,717	2,816	148,482	15
Newburyport, Essex County	17,189	7,897	416,393	43
Newton, Middlesex County	83,829	32,112	1,693,201	174
Norfolk, Norfolk County	10,460	2,861	150,854	16
North Adams, Berkshire County	14,681	7,088	373,736	38
North Andover, Essex County	27,202	9,943	524,274	54
North Attleborough, Bristol County	27,143	10,635	560,762	58
North Brookfield, Worcester County	4,683	1,902	100,288	10
North Reading, Middlesex County	13,837	4,870	256,785	26
Northampton, Hampshire County	28,978	12,405	654,090	67
Northborough, Worcester County	14,013	5,002	263,745	27
Northbridge, Worcester County	13,182	4,941	260,529	27
Northfield, Franklin County	2,951	1,262	66,542	7
Norton, Bristol County	18,036	5,961	314,311	32
Norwell, Plymouth County	9,765	3,318	174,951	18
Norwood, Norfolk County	28,587	11,945	629,835	65
Oak Bluffs, Dukes County	3,713	3,820	201,420	21
Oakham, Worcester County	1,673	591	31,162	3
Orange, Franklin County	7,518	3,303	174,160	18
Orleans, Barnstable County	6,341	5,073	267,489	28
Otis, Berkshire County	1,365	1,572	82,888	9
Oxford, Worcester County	13,352	5,228	275,661	28
Palmer, Hampden County	12,497	5,402	284,836	29
Paxton, Worcester County	4,386	1,461	77,035	8
Peabody, Essex County	48,129	18,898	996,453	103
Pelham, Hampshire County	1,403	556	29,316	3
Pembroke, Plymouth County	16,927	5,897	310,937	32
Pepperell, Middlesex County	11,142	3,917	206,535	21
Peru, Berkshire County	821	378	19,931	2
Petersham, Worcester County	1,180	474	24,993	3
Phillipston, Worcester County	1,621	739	38,965	4

City/Town	Population	Housing units	Corps of Engineers Debris Model	
			Debris Estimate (CY)	DMS Required (Acers)
Pittsfield, Berkshire County	45,793	21,366	1,126,586	116
Plainfield, Hampshire County	589	311	16,398	2
Plainville, Norfolk County	7,683	3,111	164,036	17
Plymouth, Plymouth County	51,701	21,250	1,120,470	115
Plympton, Plymouth County	2,637	872	45,978	5
Princeton, Worcester County	3,353	1,196	63,062	6
Provincetown, Barnstable County	3,431	3,890	205,111	21
Quincy, Norfolk County	88,025	40,093	2,114,023	218
Randolph, Norfolk County	30,963	11,533	608,112	63
Raynham, Bristol County	11,739	4,209	221,932	23
Reading, Middlesex County	23,708	8,823	465,219	48
Rehoboth, Bristol County	10,172	3,597	189,662	20
Revere, Suffolk County	47,283	20,181	1,064,103	109
Richmond, Berkshire County	1,604	833	43,922	5
Rochester, Plymouth County	4,581	1,634	86,157	9
Rockland, Plymouth County	17,670	6,649	350,588	36
Rockport, Essex County	7,767	4,202	221,563	23
Rowe, Franklin County	351	209	11,020	1
Rowley, Essex County	5,500	2,004	105,666	11
Royalston, Worcester County	1,254	526	27,734	3
Russell, Hampden County	1,657	641	33,798	3
Rutland, Worcester County	6,353	2,392	126,125	13
Salem, Essex County	40,407	18,175	958,331	99
Salisbury, Essex County	7,827	4,156	219,137	23
Sandisfield, Berkshire County	824	647	34,115	4
Sandwich, Barnstable County	20,136	8,748	461,264	47
Saugus, Essex County	26,078	10,122	533,712	55
Savoy, Berkshire County	705	326	17,189	2
Scituate, Plymouth County	17,863	7,685	405,214	42
Seekonk, Bristol County	13,425	4,947	260,845	27
Sharon, Norfolk County	17,408	6,026	317,738	33
Sheffield, Berkshire County	3,335	1,634	86,157	9
Shelburne, Franklin County	2,058	886	46,717	5
Sherborn, Middlesex County	4,200	1,451	76,508	8
Shirley, Middlesex County	6,373	2,156	113,681	12
Shrewsbury, Worcester County	31,640	12,696	669,434	69
Shutesbury, Franklin County	1,810	807	42,551	4
Somerset, Bristol County	18,234	7,143	376,636	39
Somerville, Middlesex County	77,478	32,477	1,712,447	176
South Hadley, Hampshire County	17,196	6,784	357,706	37
Southampton, Hampshire County	5,387	2,025	106,774	11
Southborough, Worcester County	8,781	2,997	158,025	16
Southbridge, Worcester County	17,214	7,511	396,040	41
Southwick, Hampden County	8,835	3,533	186,288	19
Spencer, Worcester County	11,691	4,938	260,370	27
Springfield, Hampden County	152,082	61,172	3,225,477	332
Sterling, Worcester County	7,257	2,637	139,043	14
Stockbridge, Berkshire County	2,276	1,571	82,835	9
Stoneham, Middlesex County	22,219	9,289	489,790	50
Stoughton, Norfolk County	27,149	10,488	553,011	57

City/Town	Population	Housing units	Corps of Engineers Debris Model	
			Debris Estimate (CY)	DMS Required (Acers)
Stow, Middlesex County	5,902	2,128	112,205	12
Sturbridge, Worcester County	7,837	3,335	175,847	18
Sudbury, Middlesex County	16,841	5,590	294,749	30
Sunderland, Franklin County	3,777	1,668	87,950	9
Sutton, Worcester County	8,250	2,950	155,547	16
Swampscott, Essex County	14,412	5,930	312,677	32
Swansea, Bristol County	15,901	6,070	320,058	33
Taunton, Bristol County	55,976	22,908	1,207,893	124
Templeton, Worcester County	6,799	2,597	136,934	14
Tewksbury, Middlesex County	28,851	10,158	535,611	55
Tisbury, Dukes County	3,755	2,720	143,420	15
Tolland, Hampden County	426	478	25,203	3
Topsfield, Essex County	6,141	2,144	113,048	12
Townsend, Middlesex County	9,198	3,184	167,885	17
Truro, Barnstable County	2,087	2,551	134,509	14
Tyngsborough, Middlesex County	11,081	3,806	200,682	21
Tyringham, Berkshire County	350	265	13,972	1
Upton, Worcester County	5,642	2,084	109,885	11
Uxbridge, Worcester County	11,156	4,090	215,657	22
Wakefield, Middlesex County	24,804	9,937	523,958	54
Wales, Hampden County	1,737	796	41,971	4
Walpole, Norfolk County	22,824	8,229	433,898	45
Waltham, Middlesex County	59,226	23,880	1,259,144	130
Ware, Hampshire County	9,707	4,336	228,628	24
Wareham, Plymouth County	20,335	10,670	562,607	58
Warren, Worcester County	4,776	2,014	106,194	11
Warwick, Franklin County	750	343	18,085	2
Washington, Berkshire County	544	236	12,443	1
Watertown, Middlesex County	32,986	15,008	791,341	81
Wayland, Middlesex County	13,100	4,735	249,667	26
Webster, Worcester County	16,415	7,554	398,307	4841
Wellesley, Norfolk County	26,613	8,861	467,222	48
Wellfleet, Barnstable County	2,749	3,998	210,806	22
Wendell, Franklin County	986	439	23,147	2
Wenham, Essex County	4,440	1,320	69,600	7
West Boylston, Worcester County	7,481	2,458	129,605	13
West Bridgewater, Plymouth County	6,634	2,510	132,347	14
West Brookfield, Worcester County	3,804	1,534	80,884	8
West Newbury, Essex County	4,149	1,423	75,031	8
West Springfield, Hampden County	27,899	12,259	646,392	67
West Stockbridge, Berkshire County	1,416	769	40,547	4
West Tisbury, Dukes County	2,467	1,849	97,494	10
Westborough, Worcester County	17,997	6,773	357,126	37
Westfield, Hampden County	40,072	15,441	814,173	84
Westford, Middlesex County	20,754	6,941	365,985	38
Westhampton, Hampshire County	1,468	623	32,849	3
Westminster, Worcester County	6,907	2,694	142,049	15
Weston, Middlesex County	11,469	3,825	201,684	21
Westport, Bristol County	14,183	6,143	323,908	33
Westwood, Norfolk County	14,117	5,251	276,874	28

City/Town	Population	Housing units	Corps of Engineers Debris Model	
			DMS Required (Acers)	DMS Required (Acers)
Weymouth, Norfolk County	53,988	22,573	1,190,229	122
Whately, Franklin County	1,573	652	34,378	4
Whitman, Plymouth County	13,882	5,104	269,123	28
Wilbraham, Hampden County	13,473	5,048	266,170	27
Williamsburg, Hampshire County	2,427	1,073	56,577	6
Williamstown, Berkshire County	8,424	3,053	160,978	17
Wilmington, Middlesex County	21,363	7,158	377,427	39
Winchendon, Worcester County	9,611	3,660	192,984	20
Winchester, Middlesex County	20,810	7,908	416,973	43
Windsor, Berkshire County	875	474	24,993	3
Winthrop, Suffolk County	18,303	8,067	425,356	44
Woburn, Middlesex County	37,258	15,391	811,536	84
Worcester, Worcester County	172,648	70,723	3,729,082	384
Worthington, Hampshire County	1,270	582	30,687	3
Wrentham, Norfolk County	10,554	3,507	184,917	19
Yarmouth, Barnstable County	24,807	16,605	875,548	90
Massachusetts (total)	6,349,097	2,621,989	138,252,235	14,225
Population and housing unit data Source: U.S. Census Bureau, Census 2000 Summary File 1				
Debris calculations based on Corps of Engineers Debris Model				

APPENDIX G: STANDARD PUBLIC COMMUNICATIONS

- 1) Sample Emergency Declaration**
- 2) Sample Press Releases**
- 3) Media Resources**

1) EMERGENCY DECLARATION

[PLACE ON CITY OR TOWN LETTERHEAD]

WHEREAS, a sudden, generally unexpected occurrence of circumstances demanding public action has arisen within the **CITY/TOWN**; and

WHEREAS, The **TITLE** of the **CITY/TOWN**, Massachusetts, upon advice from the Director of the community Department of Emergency Management, or their designees, have determined that the incident poses a present, reasonable and imminent danger to public health, safety, or general welfare of the people of **CITY/TOWN** or their property so that it has become necessary for the Director to utilize and coordinate the services, equipment, supplies, and facilities of existing departments, offices, and agencies or the community for the purposes of emergency management and emergency functions; and

WHEREAS, the Governor of the Commonwealth of Massachusetts has determined that the immediate public action is needed to prevent, minimize, or mitigate damage to public health, safety, or general welfare of the people of **CITY/TOWN** or the property which may otherwise result from the above described incident and that taking the time required to comply with the various state and local procurement laws would endanger the health or safety of the people or their property; and procurement laws would endanger the health and safety of the people and their property; and

WHEREAS, the Governor of the Commonwealth of Massachusetts has recommended that a State of Emergency be declared in the community of **CITY/TOWN**, and

WHEREAS, the people of the community of **CITY/TOWN** should be able to depend upon guidance from their Chief Municipal Official,

NOW THEREFORE, I, **NAME CHIEF MUNICIPAL OFFICIAL**, **TITLE** of the community of **CITY/TOWN**, Massachusetts, hereby declare that as of **TIME, DAY, YEAR** a State of Emergency exists in the community of **CITY/TOWN**. This Declaration of Emergency shall remain in effect until notice is given, pursuant to my judgment, that the State of Emergency no longer exists.

Date:

TITLE of **CITY/TOWN**

2) SAMPLE PRESS RELEASES

PRE-EVENT PRESS RELEASE

For Immediate Release

[INSERT MUNICIPALITY], Massachusetts

[INSERT MUNICIPALITY] will begin clearing debris from [INSERT EVENT] as soon as conditions are safe. The debris removal process will have three initial stages. Stage one will be an Emergency Road Clearance. Access roads to Hospitals, Police and Fire Stations, as well as critical Government Buildings will be cleared first, followed by all major arteries within the County. This process will be completed within approximately 70 daylight hours. The next phase of debris removal will be for pick-up of Vegetative Debris placed in Right-of-Way in front of your homes. The third stage will be Construction and Demolition Debris removal. Any shingles, siding, and treated wood will be removed during this phase. You can follow the debris removal efforts in your neighborhood and the rest of Franklin County by going to the Franklin County Solid Waste Management District's website at <http://www.franklincountywastedistrict.org/index.html>, or by calling _____.

PRESS RELEASE ABOUT SEGREGATION OF WASTES

For Immediate Release

[INSERT MUNICIPALITY], Massachusetts

[INSERT MUNICIPALITY] will begin clearing debris from [INSERT EVENT] in the very near future. [INSERT MUNICIPALITY] residents should make every effort to separate clean, woody debris from construction and demolition debris. Please put vegetative debris at your Right-of-Way at the edge of your property between the sidewalk and on the tree belt, and debris removal crews will pick it up as quickly as possible. Please do not mix household garbage, tires, or roof singles with the vegetative debris. In order for the Construction and Demolition debris to be picked up, it must be a direct result of [INSERT EVENT]. All reconstruction debris is the responsibility of the homeowner. Please do not mix hazardous material, such as paint cans, aerosol sprays, batteries, or appliances with the C&D Debris. Those items must be dropped off at the _____ Debris Handling Area located at _____ during normal business hours. You can follow the debris removal efforts by going to the Solid Waste Management District's website at _____, or by calling _____.

PRESS RELEASE ON LOCAL GOVERNMENT RESPONSE

For Immediate Release

[INSERT MUNICIPALITY], Massachusetts

Preparations are being made for debris removal in the wake of [INSERT EVENT]. As [INSERT MUNICIPALITY] and the rest of Franklin County begins to rebuild and recover from this latest disaster, rest assured that the State and local Governments are working hard

to restore your normal way of life. Debris removal efforts might have already begun in your neighborhood. If they haven't, they will shortly. To help those efforts, you can place any organic vegetative debris, such as branches, limbs, or shrubbery, at the edge of your property in the public Right-of-Way between the sidewalk and on the tree belt, and debris removal crews will pick it up as quickly as possible. Pay attention to your local newspaper, radio stations and the SWMD's Web Site for information regarding construction and demolition debris removal. The recovery process is a long one, but with your help and patience, we will get through it.

PRESS RELEASE(S) ABOUT ROW CLEANUP

For Immediate Release

[INSERT MUNICIPALITY], Massachusetts

[INSERT MUNICIPALITY] residents should have any debris from [INSERT EVENT] in front of their homes on the public Right-of-Way (ROW) no later than [INSERT DATE AND TIME] in order to be eligible for pick-up. At this time, [INSERT MUNICIPALITY] will ONLY be picking up Vegetative Debris. Debris removal crews will only be making one pass on each street, so it is crucial for that you have debris you want removed out on the right of way by the aforementioned deadline. You can follow the debris removal efforts in your neighborhood and the rest of Franklin County by going to the Solid Waste Management District's website at _____, or by calling _____.

For Immediate Release

[INSERT MUNICIPALITY], Massachusetts

Final preparations are being made for the final pass of debris removal in the wake of [INSERT EVENT]. [INSERT MUNICIPALITY] residents should have any debris in front of their homes on the public Right-of-Way (ROW) no later than [INSERT DATE AND TIME] in order to be eligible for pick-up. Debris removal crews will only be making one pass on each street, so it is crucial for that you have debris you want removed out on the right of way by the aforementioned dead line. Please continue to separate Vegetative Debris (woody burnable debris such as limbs and shrubbery) and Construction & Demolition Debris (siding, drywall, etc.). Any storm-damaged appliances may such as refrigerators and air conditioning units may also be put on the Right-of-Way separate from other debris. You may continue to deposit hazardous household chemicals such as paint cans and batteries at the _____ during normal business hours. You can follow the debris removal efforts in your neighborhood and the rest of [INSERT MUNICIPALITY] by going to the SWMD's web site at _____, or by calling _____.

PRESS RELEASE ABOUT PLANNED CLOSING OF DEBRIS MANAGEMENT SITES

For Immediate Release

[INSERT MUNICIPALITY], Massachusetts

Debris removal operations in [INSERT MUNICIPALITY] in the wake of [INSERT EVENT] will be ending as of [INSERT DATE]. Town officials request that you please remove any debris remaining in the Right-of-Way (ROW), as there will be no more curbside pick-ups. If you have questions about how to dispose of any remaining debris, please call _____. Your patience and assistance during this difficult recovery process is much appreciated.

3) MEDIA RESOURCES

INSERT LIST OF MEDIA RESOURCES IN JURISDICTION

APPENDIX H: DEBRIS MANAGEMENT SITE DATA

Disaster Debris Management Site Selection Worksheet

Site Name _____

Site Address _____

GPS Coordinates _____

Estimated Size in Acres _____

Estimated Volume of Debris Able to Hold (cubic yards) _____

(Note: Assume up to 16,000 cubic yards/acre and only 40 percent of site available for debris storage.)

Primary Local Government Point of Contact:

Name _____ Phone _____ Email _____

Secondary Local Government Point of Contact:

Name _____ Phone _____ Email _____

Preferred Disaster Debris Management Site Criteria

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

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

Anticipated Site Activities

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

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

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

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

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

Submit to applicable MassDEP Regional Office Solid Waste Chief.

12/06/13

DRAFT

Greenfield Community College

GREEN RIVER

2

DRAFT

Big Y
Supermarket

Home Depot



- Estimated Debris Site Boundary
 - Public Water Supply
 - Road
 - Wetland
 - Zone II Recharge Area
 - 100 Year Flood Plain Area
 - Natural Heritage & Endangered Species Program
 - Priority Habitat of Rare Species
- Note: not all layers may be present in map location

Franklin Regional Council of Governments

Debris Management Site Locus Map Greenfield Community College

0 625 1,250 2,500 Feet

Sources: Map produced by the Franklin Regional Council of Governments Planning Department. GIS data sources include MassDOT, MassGIS and FRCOG. Depicted boundaries are approximate and are intended for planning purposes only, not to be used for survey.



DRAFT

DRAFT

Lot E

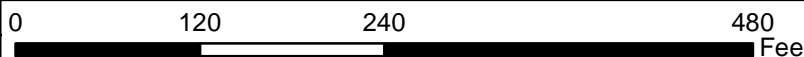
Lot D

- A** Entrance to Site
- B** Security Gate
- C** Entrance to DMS
- D** Monitoring Tower
- E** Raw Woody Debris
- F** Processing/Reduction Equipment
- G** Processed Woody Debris
- H** Porta-Potty
- I** Exit from Site
- J** Other Debris

Note: not all stations may be present in map location

12/06/13

Debris Management Site Map
Greenfield Community College



APPENDIX I: STATE CONTRACT USER GUIDES

- 1) MassDEP Summary of Massachusetts Disaster Debris Monitoring & Management Contracts**
- 2) Disaster Debris Monitoring Services (HLS02)**
- 3) Disaster Debris Management Services (HLS03)**
- 4) Hazardous, Medical, Hard-to-Manage Waste, Collection, Disposal and Emergency Response Statewide Contract (FAC53)**

**The Commonwealth of Massachusetts
Executive Office of Energy & Environmental Affairs
Department of Environmental Protection**



**Summary of Massachusetts
Disaster Debris Monitoring & Management Contracts**

Updated July 2014

Massachusetts Disaster Debris Contracts

Disaster Debris Monitoring Services

Contract Purpose: This contract provides monitoring and oversight of disaster debris management work by public agency staff and private contractors. This monitoring is important to ensure that this work meets applicable federal standards for reimbursement in the event of a federally declared disaster event. This contractor also will monitor work to ensure that it is done in compliance with all applicable state and federal regulations and the Massachusetts Disaster Debris Management Plan.

Eligible Entities: This contract may be activated by any state agency, municipality, public authority, or any other public entity eligible to use state contracts, at the activating entity's expense.

Contractor Name: O'Brien's Response Management Inc.

Contractor Contacts

- Rose Hightower, 401-701-1172, x1754, roseann.hightower@obriensrm.com
- Emergency Contact: Daniel Sanford, 941-735-7858, daniel.sanford@obriensrm.com

Commonwealth's Contract Manager

- Tina Urato, MEMA, 508-820-1423, tina.urato@state.ma.us

Contractor Services: The Contractor will monitor debris collection from the field and operation of temporary disaster debris monitoring sites. This will ensure that only eligible debris is collected, that volumes of debris collected in the field match those at receiving sites, and that debris amounts are measured and recorded accurately and that supporting documentation is maintained and provided to the activating entity. The contractor also will attend daily meetings with the activating entity and, if applicable, the debris management contractor, to ensure that all debris management work is properly monitored.

Pricing: The contract pricing is on an hourly rate, by position category. This rate is all inclusive, including all overhead costs, administrative costs, equipment, etc. The contractor shall be responsible for all necessary support services and equipment for its workforce.

For More Information

- Visit www.commbuys.com
- Select the Contract & Bids Search
- Click on Contracts/Blankets
- In Contract/Blanket Description enter "HLS02"
- Click "Find It"

Massachusetts Disaster Debris Contracts Disaster Debris Management Services

Contract Purpose: This contract provides comprehensive disaster debris management services, to support all stages of disaster debris management, in the event that local and state resources are insufficient. This includes services to clear debris, collect and transport debris, establish and operate temporary debris management sites, and send materials for final recycling or disposal. The contractor will be responsible for conducting these activities in accordance with the *Commonwealth of Massachusetts' Disaster Debris Management Plan* and all applicable state and federal requirements.

Eligible Entities: This contract may be activated by any state agency, municipality, public authority, or any other public entity eligible to use state contracts, at the activating entity's expense.

Contractor Name: AshBritt, Inc.

Contractor Contacts

- Rob Ray, Office: 954-545-3535, Cell: 954-868-9502, rroy@ashbritt.com
- Emergency Contact, John Noble, 954-683-0427, jnoble@ashbritt.com

Commonwealth's Contract Manager

- Tina Urato, MEMA, 508-820-1423, tina.urato@state.ma.us

Contractor Services: Includes debris clearance and collection of all material categories, establishment, operation and closure of temporary disaster debris management sites, and sending materials for final recycling and disposal. Where necessary, the contractor will identify and procure land for temporary debris management sites (if the activating entity cannot identify sites.)

Pricing: The contract pricing is divided into three components:

- Initial Debris Clearance Activities (first 70 hours only) – priced at an hourly rate
- Debris Management Services – priced on a unit basis by material category
- Leasing of Debris Management Sites (if public sites not available) – priced on a monthly basis per acre

These rates are all inclusive, including all overhead and administrative costs, equipment, etc. The contractor shall be responsible for all necessary support services and equipment for its workforce.

For More Information

- Visit www.commbuys.com
- Select the Contract & Bids Search
- Click on Contracts/Blankets
- In Contract/Blanket Description enter "HLS03"
- Click "Find It"

Other Disaster Debris Planning Resources

Managing debris in the aftermath of a storm, flood or other disaster can often be the largest cost a town or city faces in helping its residents and businesses recover. By developing plans in advance, municipal and regional governments can be better prepared to manage and dispose of disaster debris quickly, safely and cost-effectively.

The Massachusetts Department of Environmental Protection (MassDEP) web site provides access to a variety of resources and tools that you can use in planning for disaster response. For more information, please see:

Massachusetts Department of Environmental Protection Disaster Debris Web Page
<http://www.mass.gov/eea/agencies/massdep/recycle/regulations/waste-and-recycling-policies-and-guidance.html#3>

Disaster Debris Management Planning: An Introduction for Local Officials
<http://www.mass.gov/eea/docs/dep/recycle/laws/debrguid.pdf>

Massachusetts Local Disaster Debris Management Plan Checklist
<http://www.mass.gov/eea/docs/dep/recycle/laws/debrchck.pdf>

Massachusetts Emergency Management Agency
<http://www.mass.gov/eopss/agencies/mema/>

Federal Emergency Management Agency (FEMA) Debris Management Guide
<http://www.fema.gov/pdf/government/grant/pa/demagde.pdf>

How to Use Disaster Debris Monitoring Services Statewide Contract

Contract #: HLS02designatedMEMA

Contract Duration: 06/08/2010 to 05/31/15

MMARS #: HLS02designatedMEMA*

Options to renew: Options to renew through 5/31/21

Contract Manager: Ronald L. Whitaker - 617-720-3112 ron.whitaker@state.ma.us

This contract contains: Supplier Diversity Office (SDO) Businesses and Environmentally Preferable Products (EPP) Programs and Prompt Pay Discount Program

Last change date: 2/20/13

Contract Summary

This contract is for Disaster Debris Monitoring Services. The purpose of this contract is to monitor private firms and force account labor performing disaster debris removal, disposal, and debris site management activities and to provide comprehensive oversight, guidance and documentation of those activities. The contractor is responsible for ensuring that all firms and personnel engaged in these operational activities perform in an environmentally responsible manner that complies with the *Commonwealth of Massachusetts' All Hazards Disaster Debris Management Plan*, (the Debris Plan), and conforms with all applicable state and federal laws, regulations, policies and procedures. The Contractor is also responsible for maximizing potential federal reimbursement for disaster debris management expenditures under FEMA Public Assistance (PA) Programs, if applicable. The Statewide Contract for Disaster Debris Monitoring Services may be used simultaneously by all Commonwealth entities, including Cities, Towns and State Agencies. This contract may be activated by a city, town or state agency that will be the applicant for reimbursement under the Federal Emergency Management Agency (FEMA) Public Assistance Program (known as the "activating entity" under this contract).

Benefits and Cost Savings

- Prompt Pay Discount
- Work Scheduling and Daily Meetings with the entity's designated debris manager
- Field Monitoring Operations to assure collected is from approved areas
- Debris Management Site Monitoring to assure that applicable FEMA PA guidelines are followed

Who Can Use This Contract

Applicable Procurement Law: MGL c. 7, § 22; c. 30, § 51, § 52; 801 CMR 21.00

Eligible Entities:

01. Cities, towns, districts, counties and other political subdivisions
02. Executive, Legislative and Judicial Branches, including all Departments and elected offices therein;
03. Independent public authorities, commissions and quasi-public agencies
04. Local public libraries, public school districts and charter schools;
05. Public Hospitals, owned by the Commonwealth;
06. Public institutions of high education
07. Public purchasing cooperatives;
08. Non-profit, UFR-certified organizations that are doing business with the Commonwealth;
09. Other states and territories with no prior approval by the State Purchasing Agent required; and

10. Other entities when designated in writing by the State Purchasing Agent

Contact Information

David Mahr, MEMA CFO: (508) 820-2017

Pricing and Purchase Options

Purchase Options: Pricing information may be obtained under the “Vendor” tab for hourly rate pricing. Contract users should click on the Vendor tab and scroll down the bottom of the page to the file titled “Hourly Rate Pricing.” The price structure is an all inclusive hourly rate, by job position. This includes all overhead costs, administrative costs, equipment costs, etc. Purchases will be direct, outright purchases with no delivery charges.

Pricing and buying details: Cost tables detail the cost structure of the equipment. Payment is based solely on the cost tables or catalogs supplied by the vendor and are posted under the “Vendor” tab on Comm-PASS.

Additional Information

Massachusetts’ approach to disaster debris management is documented in the Debris Plan, an annex to the State’s Comprehensive Emergency Management Plan (CEMP). The Debris Plan is activated at the direction of the Governor following a declaration of a State of Emergency. Implementation of the plan is coordinated by the Massachusetts Emergency Management Agency (MEMA) in consultation with state agencies working in Emergency Support Function 3 (ESF3) as outlined in the state CEMP.

The Debris Plan is primarily designed for situations where available resources are inadequate to manage disaster-related debris. In such instances, MEMA would initiate the Debris Plan, in part or total, to task State resources and identify debris storage and processing facilities and systems.

The Debris Plan and monitoring contract provide for comprehensive observation and documentation of work performed, beginning from the point of debris collection to the delivery at final disposal sites. The Debris Plan and monitoring contract also ensure that workers are performing eligible work in accordance with FEMA Public Assistance (PA) Guidelines, and in compliance with applicable federal, state and local regulations.

No compensation will accrue to the contractor unless the contract has been activated either in anticipation, during or immediately after a disaster. The contract may be activated by any eligible entity at the activating entity’s expense.

Mobilization, Demobilization, and Support - When a major disaster occurs or is imminent, the activating entity will contact the Contractor and advise them of the activating entity’s intent to activate the contract. The Contractor will begin coordination of the following elements with the activating entity immediately following notification:

- Essential contractor staff with key experience in the "response" phase of disaster events will immediately mobilize in order to participate in initial response actions.
- When additional debris monitoring is needed to meet FEMA monitoring requirements, the Contractor shall be prepared to increase the number of monitors and other staff for the activating entity to use as needed.
- Upon completion of assigned tasks, the Contractor shall be responsible for closing out all related operations, including but not limited to, records and documents to support the activating entity’s requests for reimbursement for disaster-related expenses.
- The Contractor shall be responsible for providing all goods, services, and equipment to support its staff and subcontractors.
- The Contractor shall also be responsible for the health and safety of its workforce.

Unless otherwise noted, all of the duties in this contract only apply upon activation of the contract by the activating entity.

Comments & Complaints - Departments are encouraged to submit comments & complaints to the Contract Manager regarding any occurrence which relate to a contractor's performance that does not meet the terms and conditions of the contract.

Vendor List and Contract Information

Awarded contractors are listed below and on the "Vendor" tab of [Comm-PASS](#) at the bottom of the vendor detail page with "Pricing Information." Supplier involvement in any of the following programs will have the appropriate icon appearing on the "Vendor" tab page in Comm-PASS. Programs include Small Business Purchasing Program (SBPP), Supply Diversity Office Certification (SDO, formerly SOMWBA Certification), Supplier Diversity Program (SDP, formerly AMP), Environmentally Preferable Products Program (EPP), and Prompt Pay Discount PPD).

Vendors	Contact	Telephone	Email	Programs
O'Brien's Response Management Inc	Rose Hightower	407-701-1172x1754	roseann.hightower@obriensrm.com	PPD 2.5% 10 days, EPP,SDP

Strategic Sourcing Services Team Members

Tina Urato

MEMA

Tina.Urato@state.ma.us

Where to Obtain Important Contract Information

To obtain in depth contract information please go to the [Comm-PASS](#) website, click on "Contracts" then search by document number 2 to locate the following contract information:

Contract User Guide

"Forms & Terms" tab

Request for Response (RFR)

"Forms & Terms" tab

Cost Tables

"Vendors" tab bottom of Vendor Information page

How to Use the Disaster Debris Management Services Statewide Contract

Contract #: HLS03designatedMEMA	Contract Duration: 9/24/2010 to 8/31/2015
MMARS #: HLS03designatedMEMA *	Options to renew: Options to renew through 8/31/2021
Contract Manager: Ronald L. Whitaker - 617-720-3112 Ronald.Whitaker@state.ma.us	
This contract contains: Small Business Purchasing Program (SBPP), Supplier Diversity Office (SDO) Prompt Payment Discount (PPD) Programs	
Last change date: 1/29/13	

Contract Summary

This contract can be activated and used by any eligible entity without the advance approval by or notification to MEMA. This Statewide Contract, designated to the Massachusetts Emergency Management Agency (MEMA) by the Operational Services Division (OSD) is for the coordination of **Disaster Debris Management Services** during an emergency or such circumstance when debris management services are required. There is one contractor on this contract, **AshBritt, Inc.** This document offers guidance for eligible entities to secure the service, support and financial information necessary to meet the needs of their community in an emergency. No debris management work shall be conducted without the presence of a debris monitoring company available under the contract for **Debris Monitoring Services, HLS02** through **O'Brien's Response Management, Inc** or state and local agency staff.

Benefits and Cost Savings

- One vendor as the central point for coordinating debris management/removal services,
- Specific pricing by debris category, pricing basis (per tree, unit, 55gal drum, vehicle or vessel),
- Availability of equipment, operator and/or crew,
- County by county of temporary Debris Management Site (DMS),
- Quick estimates for cost proposals,
- Initial debris clearance limited to within the first 70 hours.

Who Can Use This Contract?

Eligible Entities:

01. Cities, towns, districts, counties and other political subdivisions
02. Executive, Legislative and Judicial Branches, including all Departments and elected offices therein;
03. Independent public authorities, commissions and quasi-public agencies
04. Local public libraries, public school districts and charter schools;
05. Public Hospitals, owned by the Commonwealth;
06. Public institutions of high education
07. Public purchasing cooperatives;
08. Non-profit, UFR-certified organizations that are doing business with the Commonwealth;
09. Other states and territories with no prior approval by the State Purchasing Agent required; and
10. Other entities when designated in writing by the State Purchasing Agent.

Contact Information

David Mahr, MEMA CFO: (508) 820-2017

Pricing plus Purchase Options & Requirements

Prices are inclusive of all contractor staff, equipment, supplies, administrative costs, indirect costs and any other costs to manage the specified category of debris. The Comm-PASS file includes three worksheets:

- Table 1: Disaster Debris Management Services (DMS): Pricing by Debris Type
- Table 2: Initial Debris Clearance (limited to first 70 hours)
- Table 3: DMS Leasing (if the activating entity cannot identify a suitable site(s) as a temporary DMS)

Table 1: Disaster Debris Management Services (DMS): Pricing by Debris Type

Prices are all inclusive of all contractor costs for managing the listed debris, with the exception of the pricing specifically requested for leasing a temporary debris management site and for debris clearance during the initial 70 hours response period. Tipping fees will be paid separately per Section 3.2.4 Site Operations of the RFR:

Debris Category	Pricing Basis	Price for Collection / DMS Operations & Processing / Transportation to Final Destination – Per Tree or Drum	
		<150 miles	>150 miles
Hanging tree limb removal (initial cutting only, other debris management cost should be included as part of clean vegetative debris)	per tree	\$ 195.00	N/A
Leaning tree removal (initial cutting only, other debris management cost should be included as part of clean vegetative debris)	per tree	\$ 585.00	N/A
Eligible Stump Removal (initial removal only, other debris management cost should be included as part of clean vegetative debris)	per tree	\$ 337.50	N/A
Appliances/White Goods (refrigerators, stoves, washers, dryers, etc.)	per unit	\$ 142.00	\$ 185.00
Freon removal	per unit	\$ 75.00	\$75.00
Hazardous household waste*	per 55 gal drum	\$ 2,275.00	\$ 2,889.25 *
Vehicles (cars / light trucks)	per vehicle	\$ 1,500.00	\$ 2,600.00
Vehicles (medium & heavy trucks)	per vehicle	\$ 2,100.00	\$ 3,600.00
Vessels (boats up to 20 ft.)	per vessel	\$ 9,500.00	\$ 11,400.00
Vessels (boats - 21 - 59 ft.)	per vessel	\$ 35,000.00	\$ 41,000.00
Vessels (boats - 60 ft. plus)	per vessel	\$ 72,000.00	\$ 84,000.00
* Hazardous household waste pricing is the maximum price. AshBritt will provide an accurate quote for this debris category after the disaster that may be less than the price listed on this file.			

Table 1: Disaster Debris Management Services (DMS): Pricing by Debris Type

Debris Category	Price for Collection/DMS Operations & Processing/Transportation to Final Destination – By Cubic Yard and Per Ton			
	<150 miles		>150 miles	
	Per Cubic Yard	Per Ton	Per Cubic Yard	Per Ton
Clean Vegetative Debris	\$ 31.00	\$ 125.00	\$ 38.00	\$ 155.00
Mixed Building Debris	\$ 36.00	\$ 245.00	\$ 52.0	\$ 396.00
Regulated Asbestos Containing Material	\$ 75.00	\$ 384.00	\$132.00	\$ 668.00
Scrap Metal	\$ 33.00	\$ 245.00	\$ 43.00	\$ 396.00
Household Goods/Furniture	\$ 35.00	\$ 245.00	\$ 52.00	\$ 396.00
Household Trash (including spoiled food)	\$ 46.00	\$ 245.00	\$ 78.00	\$ 396.00
Electronics (computers, monitors, televisions)	\$ 152.00	\$ 331.00	\$225.00	\$ 365.00
Tires	\$36.00	\$245.00	\$52.00	\$ 396.00
Contaminated sediments/soils (incl. sandbags)	\$46.00	\$239.00	\$86.45	\$ 438.00
Road and bridge debris (asphalt, concrete, etc.)	\$36.00	\$245.00	\$52.01	\$ 396.00
Animal carcasses - non-diseased	\$75.00	\$384.00	\$132.76	\$ 600.00
Animal carcasses diseased	\$75.00	\$384.00	\$132.76	\$ 600.00
Other infectious/medical waste	\$88.90	\$16,891.00	\$170.63	\$34,126.00

Table 2: Initial Debris Clearance (limited to the first 70 hours)

These hourly rates apply only to debris clearance activities during the initial 70-hour clearance period. Any costs for debris collection, processing, or disposal and any debris management costs after the initial 70-hours must be covered under the unit prices listed in the spreadsheet titled "Pricing by Debris Type."

Personnel/Equipment Type	Price Per Hour
One Truck, Dump, 16-20 cy capacity, with Operator	\$91.00
One Loader, Front-end, 3-5 cy capacity, with Operator	\$ 168.00
One Knuckleboom, 10 ton lifting capacity, with Operator	\$158.00
Three Laborers with Chainsaws, (tree crew) 16"min. bar, traffic flags, and misc. small tools (axes, shovels, safety equip.)	\$135.00
One Low Bed Equipment Trailer , 20 Ton capacity, and Tractor Truck with operator	\$108.00
Dozer, tracked, 2-3 cy Blade Capacity, with Operator	\$178.00
Backhoe, with loader, 1 cy bucket, with Operator	\$103.00
One Skidsteer, with Operator	\$92.00

Table 3: DMS Leasing (if the activating entity cannot identify a suitable site(s) as a temporary DMS). List price based on a monthly per acre price by county.

County	Monthly Price Per Acre
Barnstable County	\$4,005.00
Berkshire County	\$3,115.00
Bristol County	\$3,115.00
Dukes County	\$5,785.00
Essex County	\$3,115.00
Franklin County	\$3,115.00
Hampden County	\$3,115.00
Hampshire County	\$3,115.00
Middlesex County	\$3,115.00
Nantucket County	\$5,785.00
Norfolk County	\$3,115.00
Plymouth County	\$4,005.00
Suffolk County	\$3,115.00
Worcester County	\$3,115.00

Additional Information

Massachusetts' approach to disaster debris management is documented in the Debris Plan, an annex to the State's Comprehensive Emergency Management Plan (CEMP). Implementation of the plan is coordinated by the Massachusetts Emergency Management Agency (MEMA) in consultation with state agencies working in Emergency Support Function 3 (ESF-3) for Public Works and Engineering, as outlined in the state CEMP.

The Debris Plan is primarily designed for situations where available resources are unable to adequately manage disaster-related debris. In such instances, MEMA would initiate the Debris Plan, in part or total, to task State resources and identify debris storage and processing facilities and systems. This contract is intended for use by a state agency or local government when local and state resources are insufficient to adequately manage disaster debris. No compensation will accrue to the Contractor unless the contract has been activated either in anticipation, during or immediately after a disaster. The contract may be activated by any eligible entity at the activating entity's expense. Eligible debris will be collected curbside and transported to either temporary Debris Management Sites (DMS) or directly to final recycling, composting, or disposal sites. Eventually all debris will be transported to a final recycling, composting, or disposal facility.

A Debris Plan requires the following debris removal and disposal operations be established:

- Divert as much material from disposal as possible through recycling, composting and other legitimate diversion options.
- Utilize volume reduction techniques to improve debris management efficiencies and minimize impacts on landfill capacities.
- Consider alternative technologies for managing portions of the debris waste stream, in-state or out-of-state (i.e., biomass facilities).
- Use only approved DMS for processing debris for recycling and disposal.

Mobilization/Demobilization - When a major disaster occurs or is imminent, the activating entity will contact the Contractor advising them of the entity's intent to activate the contract. Once the contract is activated the following steps will take place:

- The Contractor will begin coordination with the activating entity immediately following notification.
- Essential contractor staff with key experience in the "response" phase of disaster events will immediately mobilize in order to participate in initial response actions.
- When additional debris clearance and removal work is required, the Contractor will increase the number of staff and equipment for the activating entity to use as needed.
- Upon completion of assigned tasks, the Contractor is responsible for closing out all related operations, including but not limited to, removing equipment, properly closing any DMSs, and restoring any property used by the Contractor to its original condition prior to the disaster event.

Equipment/Supplies Mobilization - The Contractor will prepare key equipment needed for the debris management response and, if needed, transport that equipment to the affected area. The contractor will also contact key vendors (e.g. construction trailer vendors, etc.) to expedite provision of field equipment that will be required for an extended debris management assignment. This shall include all equipment required to support and supply the contractor's staff (including all subcontractors). Equipment should be prepared for mobilization prior to the contract being activated. The latest and most proven technology, as determined by the activating entity, shall be used throughout the life of this contract.

Initial Debris Clearance - As requested by the activating entity, the contractor will clear debris from designated roadways, utility corridors, shipping corridors, other transportation infrastructure, and any other critical infrastructure. This task shall only include the debris clearance necessary to restore transportation services, utility service, and other critical services and does not include debris removal and disposal. During the first 70 hours following the event, these services are provided at an hourly rate.

Work Scheduling - The selected contractor will work with the activating entity's designated debris manager and, if applicable, the debris monitoring contractor to schedule and assign priorities for debris management work on a daily basis. No debris management work shall be conducted without the presence of a monitor. This monitor can be the monitoring company under contract HLS02, Debris Monitoring Services or state and local agency staff.

Right of Way Collection - As requested by the activating entity, the contractor shall collect and transport eligible debris from affected rights of way to temporary DMSs or final disposal sites, as directed by the activating entity. Eligible debris includes all applicable types of debris and disaster related debris placed along the right of way by residents.

- **Segregated debris** shall not be mixed and must be transported to the DMS and managed at the DMS as separate categories of debris. The contractor will not receive payment for a load if it contains previously separated debris that the contractor mixed together.
- **Debris collection routes and the geographical sequences** shall be subject to the approval of the activating entity and, if applicable, the Massachusetts Department of Transportation (MassDOT), in accordance with FHWA Emergency Relief Program (Federal Highway Administration).

Public Property Collection - The Contractor is responsible for collecting debris from public areas, at the request of the activating entity.

Private Property - When directed and specifically approved by the activating entity, the contractor shall remove debris from private property and transport that debris to a DMS or final disposal sites, as directed by the activating entity.

Load Tickets - When the debris monitoring contract is activated, the debris management contractor must use the load tickets provided by the monitoring contractor. If the debris monitoring contract is not activated, the debris management contractor must use a load ticket that meets FEMA and FHWA requirements in terms of the information collected for each load.

Traffic Control - Unless otherwise directed by the activating entity, the Contractor shall be responsible for control of pedestrian and vehicular traffic in debris collection zones.

Debris Management Site Identification and Establishment

- If the activating entity already has identified sites that can be used as temporary DMS, the Contractor will conduct any needed site preparation to prepare the site for use as a disaster debris management site. (Note that the Massachusetts Debris Plan identifies criteria for siting DMSs and local governments should notify the appropriate MassDEP regional office if they will be using a temporary DMS.) Identifying potential sites in advance provides municipalities with important benefits, including avoiding paying for leasing private property for use as a DMS.
- If the activating entity does not have a site(s) identified, the contractor will identify and lease private property for use as a DMS. However, the contractor will then bill the activating entity for the DMS site leasing, as shown in “Worksheet 3: DMS Leasing” in the contract Price List.

Debris Management Site Operation

- The Contractor is responsible for providing all staff and equipment, including scales if requested, to operate the DMS as directed by the activating entity.
- The Contractor is responsible for identifying end markets for debris. Where end markets are not available, the Contractor is responsible for identifying disposal outlets and associated tipping fees.
- All debris management activities, including end destinations, are subject to the approval of the activating entity.
- All DMS operations must be conducted in accordance with the Massachusetts Debris Plan.
- Unless specifically otherwise requested by the activating entity, no ineligible debris shall be accepted and managed by the Contractor.
- The Contractor will be required to manage all categories of debris as requested by the activating entity.
- The activating entity will reimburse the Contractor for tipping fees at final recycling or disposal facilities. Prior to final disposal, the Contractor will provide to the activating entity three bids for final recycling or waste disposal facilities. If the Contractor receives a payment for materials, that payment shall be returned to the activating entity.

Debris Management Site Closure

- The Contractor will be responsible for closing the DMS and returning it to its pre-disaster condition. This shall include removing all debris from the site, cleaning up any contamination from debris management activities, and removing all equipment and temporary structures or site alterations.
- The Contractor will prepare and maintain before and after documentation to demonstrate that the DMS was properly closed. This documentation shall include, but is not limited to, photographs, soil sampling, and water sampling.
- The Contractor will obtain written approval from the activating entity that the site is properly closed and has been returned to its pre-disaster condition.

Compliance with Regulations and Debris Plan - All debris collection will be done in accordance with applicable state, federal, and local laws and regulations and must be consistent with the State’s Debris Plan.

Animal Carcasses and Infectious and Hazardous Waste Management - The Contractor may be required to manage various types of infectious waste, including diseased animal carcasses in order to prevent the further transmission of disease agents.

Specific management protocols for diseased carcasses shall be subject to approval by MassDEP and MassDPH, in consultation with the Department of Agricultural Resources. Unlike other debris, in some cases, infectious waste may need to be treated on site prior to being transported. All animal carcasses must be managed in accordance with the Massachusetts Debris Plan.

- The Contractor will also be responsible for the management of animal carcasses due to other disaster events in addition to diseases.
- Hazardous materials and hazardous wastes must be separated from other debris and managed in accordance with all state and federal requirements.
- The Contractor shall not be responsible for responding to spills of oil or hazardous materials, which are covered by a separate MassDEP contract. MassDEP shall coordinate responses(s) to spills of oil or other hazardous materials.

Vendor List and Contract information

The awarded vendor is listed below. Refer to the "Vendor" tab of [Comm-PASS](#) for vendor involvement in any of the following programs which will have the appropriate icon appearing against their name. Programs include Small Business Purchasing Program (SBPP), Supply Diversity Office Certification (SDO, formerly SOMWBA Certification), Supplier Diversity Program (SDP, formerly AMP), Environmentally Preferable Products Program (EPP) & Prompt Pay Discount PPD).

AshBritt, Inc. SDP, EPP, PPD 2%/10 through 30 days
480 S. Andrews Avenue; Suite 103
Pompano Beach, FL 33069

Main Contact:

Matthew Melillo, Business Development
Phone: 954-545-3535 or 800-244-5094
Fax: 954-545-3585
Website: ashbritt.com
Email: mmelillo@ashbritt.com

Emergency Contact Information (24/7):

John W. Noble, Chief Operations Officer
Phone: 954-683-0427
Email: jnoble@ashbritt.com

Strategic Sourcing Services Team Members

Tina Urato	MEMA	Tina.Urato@state.ma.us
Ron Whitaker	OSD	Ron.Whitaker@state.ma.us

Summary of Where to Obtain Important Contract Information

To obtain in depth contract information please go to the [Comm-PASS website](#), click on "Contracts" then search by document number **HLS03designatedMEMA** to locate the following contract information:

Contract User Guide	"Forms & Terms" tab
Purchase Order form	"Forms & Terms" tab
Prevailing Wage Schedule	"Forms & Terms" tab
Request for Response (RFR)	"Forms & Terms" tab
Additional Contacts	"Vendor" tab bottom of Vendor Information page
Price List	"Vendor" tab bottom of Vendor Information page and above

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Contract User Guide

Contract User Guide How to Use the Hazardous/Universal, Medical, and Electronic Waste Disposal and Emergency Response Statewide Contract

Contract #: FAC82 **Contract Duration:** 4/1/14-12/31/16

MMARS #: FAC82* **Options to Renew:** Three (3) 1-year renewals

Contract Manager: Jodi Paris Anastos – 617-720-3169
jodi.parisanastos@state.ma.us

This contract contains: Environmentally Preferable Products (EPP), Small Business Purchasing Program (SBPP), and Supplier Diversity Office (SDO) Contractors

UNSPSC: 76-12-19, 76-12-19-0000

Last change date: 6/3/16

Contract Summary

Contract Description: This is a statewide contract for Hazardous/Universal, Medical, and Electronic Waste Disposal and Emergency Response that includes the following categories:

- Category 1 - Hazardous Materials Collection and Disposal
- Category 2 - Hazardous Waste Collection Events (HHW)
- Category 3 - Universal Waste (except pesticides): Mercury Waste & Batteries
- Category 4a - Sharps Collection and Disposal (including Sharps Kiosks)
- Category 4b - Sharps Mail-In
- Category 5 - Onsite Medical Waste Treatment Systems
- Category 6 - Medical Waste Collection and Disposal
- Category 7 - Electronic Waste
- Category 8 - Tanks, Above Ground and Underground Storage (AST/UST)
- Category 9 - Emergency Response

Benefits and Cost Savings

- Depending on the markets, many of these materials have the potential to generate a revenue stream for recyclers, which may equate to rebates and other cost savings for contract users.

Contract users should obtain quotes from more than one vendor in an effort to obtain the best pricing.

- Free item collection (or for a fee paid **to** the contract user) for select items in Categories 1, 3 & 7 (for example, motor oil, batteries, electronics). Please check the Price List for items that indicate “no charge” or a fee amount paid to the contract user.
- Milk-run (multi-site) discounts for combined pickups offered by select vendors in Categories 1, 3 & 7.
- Low-load discounts (for small purchasing entities) offered in Category 2 HHW.
- Most FAC82 contractors offer free end user training. Please consult the Vendor Info tab on the Price List for a list of contractors who offer training, and contact the vendor directly regarding the specific training offered.
- Some contractors also offer Resource Management Services. Unlike traditional solid waste service contracts, resource management (RM) compensates waste contractors based on performance in achieving waste reduction goals rather than the volume of waste disposed. As a result, RM aligns waste contractor incentives with facility goals to explore innovative approaches that foster cost-effective resource efficiency through prevention, recycling, and recovery.
- Quick response times. See chart within this guide for maximum response times (emergency and non-emergency) for each contractor in each category. This information can also be found on the Price List, Vendor Info tab.
- No surcharges are allowed on this contract.

Who Can Use This Contract?

Applicable Procurement Law: MGL c. 7, § 22; c. 30, § 51, § 52; 801 CMR 21.00

Eligible Entities:

1. Cities, towns, districts, counties and other political subdivisions
2. Executive, Legislative and Judicial Branches, including all Departments and elected offices therein;
3. Independent public authorities, commissions and quasi-public agencies
4. Local public libraries, public school districts and charter schools;
5. Public Hospitals, owned by the Commonwealth;
6. Public institutions of high education
7. Public purchasing cooperatives;
8. Non-profit, UFR-certified organizations that are doing business with the Commonwealth;
9. Other states and territories with no prior approval by the State Purchasing Agent required; and
10. Other entities when designated in writing by the State Purchasing Agent.

Vendor List and Contact Information

Contractor	Contact Name	Phone	Email	Categories Serviced (statewide if not otherwise noted)
Clean Harbors Environmental Services	Kristen Mahoney	781-380-7160	mahoney.kristen@cleanharbors.com	2, 6, 9
Complete Recycling Solutions	Keith Boyea	508-402-7700	kboyea@crsrecycle.com	3, 7
Curtis Bay Medical Waste Services	Jim Denoncourt	978-807-6047	jdenoncourt@curtisbayenergy.com	4a, 4b, 6
Electronix Redux Corp.	Casey Sawyer	508-384-1112	caseysawyer@electronixredux.com	7
ENPRO Services (formerly TMC Environmental)	Angela Coe	508-966-6000	acoe@enpro.com	8, 9
Environmental Integrity Co.	Kristina Czepiel Dearborn	413-420-0035	kczepiel@eic-llc.net	3, 7
New England Disposal Technologies	Michael J. Robertson	508-234-4440	mrobertson@nedtinc.com	1, 9 (Cat 9 region 2, 3, 5)
PC Survivors of Massachusetts	Lisa Bacewicz	844-514-5093	ldbacewicz@aol.com	7
RMG Enterprise	Robert Gallinaro	603-437-6945	bobg@rmgenterprise.com	7
Stericycle, Inc. <i>(reinstated to contract effective 3/15/16)</i>	Mike Meyer	847-943-6636	government@stericycle.com	4a, 6
Stericycle Environmental (formerly PSC Environmental)	Amanda Wuoti	617-852-3086	amanda.wuoti@stericycle.com	1, 2
Triumvirate Environmental	Timothy Mooney	617-628-8098	tmooney@triumvirate.com	1, 4a, 4b, 6, 8, 9
Veolia	Amanda Poverchuk	774-296-6030	amanda.poverchuk@veolia.com	3, 4b

Service Regions

The majority of contractors offer statewide service. If regions are indicated, please see the Region Map tab within the Price List file.

Vendors offering statewide service must include the Boston Harbor Islands. Any services provided on Boston Harbor Islands or other islands not identified in this RFR will be negotiated between the Contractor and the Eligible Entity.

Pricing and Purchase Options

Most purchases made through this contract will be made on a fee for service basis. Eligible Entities may purchase waste containers and packaging outright in cases where they are not provided as part of the service.

Referencing the Statewide Contract. In order to ensure that you receive all the benefits and savings associated with the statewide contract, please **always reference the statewide contract** and the document number (**FAC82**) when opening an account or signing a service agreement with a Contract vendor.

Statewide Awards. With the exception of Category 9 Emergency Response, all Contractors provide services statewide. Service regions for Category 9 contractors are referenced in the above Vendor List table. A Region Map and List of Towns by Region can be found within the Price List, as an attachment on the contract record in COMMBUYS.

Performance and Payment Time Frames which Exceed Contract Duration. All agreements for services entered into during the duration of this Contract and whose performance and payment time frames extend beyond the duration of this Contract shall remain in effect for performance and payment purposes (limited to the time frame and services established per each written agreement). No written agreement shall extend more than one (1) year beyond the final termination date of this Statewide Contract. No agreements for services may be executed after the Contract has expired.

Detailed Specifications and Pricing

Appendix A. Appendix A of this document provides further description and price structure notes for each category. Detailed specifications for the services available on this contract can be found within the RFR in the Specifications section for each category.

Price files. One combined Price List is posted on COMMBUYS under the vCurrent MBPO (the main contract record), and also attached to each vendor MBPO for FAC82. Note that there are separate tabs for each category within the Price List file. Pricing for each awarded vendor within a category is offered side-by-side for easy price comparisons. Categories 8 & 9 do not have price lists, and will require the buyer to request quotes from the qualified vendor list, according to the buyer's statement of work. The Price List also contains a Vendor Info tab, which is a summary of contact information, category service, response times, and prompt pay discounts.

No surcharges. No transportation, fuel, energy, insurance or any other surcharges will be allowed throughout the duration of the contract(s).

No pre-payments. Contractor must not request any form of pre-payments by the Eligible Entity before the service is rendered.

Quotations and Negotiation

All pricing on this contract is “ceiling” or “not-to-exceed” pricing. Eligible Entities have the right to issue requests for quote or negotiate with contractors in order to enhance the value of the contract.

Prevailing Wage Requirements

All or part of the service(s) available under this RFR and resulting contracts may require the payment of prevailing wages pursuant to G.L. c. 149, Sections 26 through 27D (construction); Section 27F (trucks, vehicles and other equipment performing public works functions (non-construction); Section 27G (moving office furniture) and 27H (state cleaning contracts). The awarding authority has a legal obligation to request a prevailing wage schedule from the Department of Labor Standards (DLS) at www.mass.gov/dols. If this is a statewide contract or department contract that can be used by other eligible public entities, then any such eligible public entities, then any such eligible public entity that uses the contract will be considered the “awarding authority” and must also request a prevailing wage schedule at the time of the engagement of the contractor for specific services. In addition, bidders and proposers must agree to comply with the Prevailing Wage Law, as administered by the DLS. Questions regarding the Prevailing Wage Law may be answered by accessing the DLS website at www.mass.gov/lwd/labor-standards/ or by calling the DLS Prevailing Wage Program at (617) 626-6953.

Response Times by Contractor

This information can also be found in the Price List, on the Vendor Info tab. For Category 3 Mercury and Category 7 E-waste, expedited pickup within 2 days of service order is available from select vendors (some for a fee and some at no charge). Please consult Price List.

Company Name	Categories Serviced	Max. Non-Emergency Response Time (days until pickup)	Max. Emergency Response Time (hours until response)
Clean Harbors Environmental Services	2, 6, 9	7	2
Complete Recycling Solutions	3, 7	5	n/a
Curtis Bay Medical Waste Services	4a, 4b, 6	7	n/a
Electronix Redux Corp.	7	2	n/a
ENPRO Services (formerly TMC)	8, 9	5	2
Environmental Integrity Co.	3, 7	6	n/a
New England Disposal Technologies	1, 9	10	2
PC Survivors of Massachusetts	7	3	n/a
RMG Enterprise	7	5	n/a
Stericycle, Inc.	4a, 6	1	n/a
Stericycle Environmental (formerly PSC)	1, 2	10	n/a
Triumvirate Environmental	1, 4a, 4b, 6, 8, 9	7	1.5
Veolia	3, 4b	10	n/a

2 hrs. or less
mandatory

Training and Technical Assistance

Most contractors offer training and education to users of the contract within their category, including basic education to users on processes and procedures for appropriate storage, handling or packaging of hazardous materials. Please reference the Price List, Vendor Info tab, for a list of contractors who offer free training. Consult each contractor for a detailed list of offerings and associated costs, if any.

Summary of Where to Obtain Important Contract Information in COMMBUYS

This contract has been set up as a zero dollar line item catalog in COMMBUYS.

Each vendor has been assigned a unique Master Blanket Purchase Order. Vendor price lists are located in the attachments tab on each Master Blanket Purchase Order.

Each vendor has a catalog line for each contract category awarded.

How to place an order

P.O. FOR ONE-TIME SERVICES

Once a service and price is determined, the ordering process is as follows:

- Initiate a new requisition
- Search for an item (Use FAC82) in the description
- Select the vendor you will be placing an order with
- Select the appropriate catalog line
- Enter "1" in the Quantity field and the total price in the Unit Cost field
- Attach the vendor quote and/or a detailed order summary
- Submit for approval

P.O. FOR ONGOING SERVICES

If the price is estimated for ongoing services (monthly pickups, etc.), then you may enter a PO for the full amount of the estimate, as per the instructions above, and place partial receipts as you receive billing from the vendor. In such purchase orders insert the following language in the special instructions box of the PO: " This Purchase Order represents the total estimated expenditure for this engagement (*insert brief description*), against which (*identify department*) will execute partial receipts in COMMBUYS upon receipt and approval of invoices, in order to record the work accomplished according to the agreed upon engagement terms. All estimated expenditures are subject to reconciliation based on invoices rendered for agreed-upon delivery of goods and/or services."

Further direction is available in the ["How to Complete a Partial Receipt in COMMBUYS" Job Aid.](#)

EMERGENCY SERVICES

For emergency services, or in situations where the price is unknown until the service is complete, you may utilize the RPA function. This contract has RPA Release enabled to allow contract users to capture spend after-the-fact associated with this contract. Contract Managers have carefully selected the contracts that would qualify for RPA Release transactions. Typically this is due to system or process impracticality and/or emergency situations preventing the standard COMMBUYS purchase order processes from being followed to process paper invoices. For more details please consult the COMMBUYS Policy Document.

Once the paper invoice for the goods or services is received by the agency, follow the directions in the RPA Release Job Aid located at [Job Aids for Buyers](#) in entering the information into COMMBUYS; use

below guidance for entering items off of the paper invoice and into a Release Requisition in the “Items” Tab:

1. Follow directions in Release Requisition Job Aid until you come to the Search field in the “Items tab.”
2. In the “Items” tab Search field, type in the following to get the items: contract description (“FAC82”), and the vendor name.
3. Select the appropriate catalog line.
4. In the zero dollar line items, accurately fill in the data.
5. Enter accurate invoice numbers in the mandatory Invoice Number field for each item.
6. Attach scans of all records pertaining to order placement (could be an unofficial email quote), the receipt of goods or services, and the final invoice in the “Attachments” section.
7. The final invoice amount should match the Release Requisition total on the Summary tab. Enter only one invoice per Release Requisition.

Where to find complete FAC82 contract information on COMMBUYS

If full statewide contract details are required please refer to FAC82 files listed under the Conversion Vendor “**vCurrent**” link, found by performing an advanced search for Contracts/Blankets by entering the **document number** (“FAC82”) in the **Contract Description** field. This link provides the entire detailed information as it relates to the statewide contract RFR, award information and specifications.

Strategic Sourcing Services Team Members

Jan Ameen	Franklin County Solid Waste Mgmt Authority
Andrew Bakinowski	DOC
Dana Cerrito	OSD
Tessa David	Devens HHW & MassToss
Max Feldpausch	DOT
Dmitriy Nikolayev	OSD
Jodi Paris Anastos	OSD
Dawn Quirk	DEP
Katherine West	POL
Julia Wolfe	OSD

Appendix A – Category Descriptions and Price Structures

Detailed specifications for each category, including key provisions of the contract, can be found within the RFR, attached to the main contract record for FAC82 (vCurrent) in COMMBUYS.

Category 1 – Hazardous Materials Collection and Disposal

A variety of materials, including High Hazard Waste Management, can be collected via this category. Please consult the Price List for those materials with contract pricing. Upon request from an Eligible Entity for the collection of a specific material not listed on the Price List, Contractors must inform the Eligible Entity whether or not the identified materials will be collected. Pricing for all such requests must be negotiated between the Eligible Entity and the Contractor.

Storage Containers

Contractors offer for sale all storage containers necessary to properly handle hazardous materials, including, but not limited to: 5-gal pails; 30 gallon drum; 55 gallon drums; 85-gallon drums; Cubic-yard boxes; 80 gallon over-pack containers. Contractors also offer hazardous waste storage labels at no cost to Eligible Entities who purchase storage containers from the Contractor.

Compensation Structure/Pricing

The total disposal cost for the Eligible Entity will be calculated as a sum of the applicable components below:

- Material Collection/Disposal
- Transportation from the Generating Facility to the Contractor's Receiving Facility
- Containers
- Waste Profiling
- Labor
- Any additional products/services
- Discounts for multi-site pickups, as detailed on the Price List

Category 2 – Hazardous Waste Collection Events

Contractors provide hazardous waste collection event services in accordance with 310 CMR 30.390, Provision for Accumulation of Household Hazardous Waste. The Contractor may be asked to operate a permanent household hazardous waste collection center in accordance with 310 CMR 30.393.

Additional Services

Contractors are able to provide the following additional services:

- Online event registration (for events scheduled with PSC Environmental Services): webpage enabling Eligible Entities to register community members attending the event.
- In cases where multiple Eligible Entities sponsor one event, issuing separate invoices for those Eligible Entities.

Compensation Structure/Pricing

Each Category 2 Contractor offers two pricing plans: per-load and per-item. All prices include labor, travel time, containers, packaging material, labels, placards, paperwork, safety and spill control equipment as well as any other costs necessary to accomplish the scope of work for this category.

The price specified will be the highest price which may be charged for this item under the contract. Eligible Entities may negotiate better pricing with Contractors on an individual basis.

In addition, PSC Environmental offers “milk-run” discount for multi-site pickups, and low-load-equivalent discounts for small towns and purchasing entities.

Per-Load Pricing

- A “load” or “load-equivalent” is defined as each increment of acceptable hazardous material up to 25 pounds if solid or 25 gallons if liquid, excluding other items priced separately. Similarly, a “half-load” is defined as each increment of acceptable hazardous material up to 10 pounds if solid or 10 gallons if liquid, excluding other items priced separately. A “small load” is defined as each increment of acceptable hazardous material up to 3 pounds if solid or 3 gallons if liquid, excluding other items priced separately. Such excluded other items are listed as “desirable” on the price sheet.
- Multiple “load-equivalents” shall be a whole number based upon the total weight or volume of hazardous waste divided by 25 pounds or 25 gallons and rounded up.
- “Unsorted household hazardous waste” shall include linear and other fluorescent light bulbs added to the weight of the other material using the following factors:

Product	Conversion Factor
Linear fluorescent	0.5 lbs per each 4 linear ft
U-tube	0.5 lbs each
HID bulb	0.5 lbs each

- Per-Load pricing is provided in the Price List, on the Cat. 2 HHW Event Per Load tab.
- If an Eligible Entity using per-load pricing elects to include any of the “desirable” items listed on the price sheet into the list of items acceptable at an event, these items will not be included into the “load-equivalent” count and will be charged for separately based on the rates provided on the price sheet or agreed on by the Contractor and the Eligible Entity.

Per-Unit Pricing

Per-unit prices for specific types of hazardous waste are listed in the Price List, on the Cat. 2 HHW Event Per Unit tab.

Category 3 – Universal Waste, Mercury & Batteries

The Contractor will collect and provide processing and recycling of intact fluorescent lamps, HID, and other lamps (including neon, mercury vapor, high-pressure sodium, and metal halide lamps), elemental mercury, mercury-contaminated items, mercury-containing devices (including thermometers, barometers, thermostats, electrical switches, relays, medical and scientific instruments), non-leaking waste PCB and DEHP ballasts, and a variety of batteries (including non-mercury batteries). In addition, select vendors offer the removal of barometers from schools. Please consult the Price List for a list of materials and associated pricing.

The Mercury sub-category offers low minimum orders (\$50 or below) and milk-run (multi-site) discounts from one vendor, Environmental Integrity.

For Mercury disposal, contractors may pick up from generating facilities, or eligible entities may deliver to the contractor's facility via independent truck hired by the Eligible Entity. There are no minimum delivery requirements. The Eligible Entity should check with the contractor for delivery and equipment requirements for contractor's facility to accept the material. All three Mercury collection vendors provide one-day collection event management services for mercury containing articles from residents and businesses.

In the Battery sub-category, Environmental Integrity offers free collection (or pays a fee for collection) of select items. Please see the Price List for further distinctions.

Identification of Recycling Processes and End-Markets

Mercury and mercury-containing products collected under this contract cannot be landfilled or incinerated in the US or overseas. Vendors have certified that mercury recycled under this contract is further reused as feedstock for manufacturing new products or is retired at a MassDEP-approved elemental mercury long-term disposal facility.

Category 4 – Sharps (4a Sharps Pickup & Kiosks, 4b Sharps Mail-in)

Contractors service Eligible Entities that provide collection programs for non-commercially generated sharps. There are 3 options for contract users:

- **Pick-Up Service:** for the following container sizes: 2.2 cubic foot box, 4.0 cubic foot box, 4.5 cubic foot box, 30 gallon container. There are 2 Disposal Pricing structures: Small Quantity Generators (SQG) for less than 50 lb. every 30 days, and Large Quantity Generators (LQG).
- **Mail-In Service:** for containers sized 1.4 qt, 1 gallon, 2 gallon, and 3 gallon. Pricing includes shipping. Volume discounts available from Curtis Bay Medical.
- **Kiosks:** Purchase price and collection fees as listed within Curtis Bay Medical pricing on Sharps Pick-Up tab in Price List.

Please reference the Price List for associated pricing and contractors available for each option.

Category 5 – Onsite Medical Waste Treatment Systems –

Not Currently Awarded

The contract in this category was not awarded due to low bidder participation.

Category 6 – Medical/Infectious Waste Collection and Disposal

Category 6 Contractors provide services for the following material categories as defined within 40 CFR Part 259.30, and amendments thereto:

- Cultures and Stocks of Infectious Agents and Associated Biologicals
- Human Blood and Blood Products
- Isolation Waste
- Residually Contaminated Materials

Contractors provide a full service program, at no added charge, including all packaging supplies and labels, transportation, proper disposal and manifesting of an Eligible Entity's infectious waste in compliance with all appropriate regulations.

Compensation Structure/Pricing

The pricing provided in the Price List on the Category 6 tab is based on collecting waste in the following container sizes: 2.2 cubic foot box, 4.0 cubic foot box, 4.5 cubic foot box, 30 gallon container. The Price File also includes an alternative pricing structure for medical waste (per pound as well as per container), and Eligible Entities may choose the price structure that is most advantageous for their situation. There are 2 Disposal Pricing structures: Small Quantity Generators (SQG) for less than 50 lb. every 30 days, and Large Quantity Generators (LQG). Eligible Entities may also negotiate better pricing with Contractors on an individual basis.

Category 7 – Electronic Waste

All Vendors in this category are either R2 and/or E-Stewards certified for responsible handling of hazardous e-waste. All are capable of collecting and recycling a variety of electronic waste, including televisions, computer monitors, laptops, central processing units (CPUs), computer peripherals, cell phones, and other electronic devices. Please consult the Price List for materials with contract pricing. It should be noted that the Material Recycling Pricing does not include transportation, and a separate Transportation Charge applies to each site from which materials are collected.

Most vendors in Category 7 offer the following additional services and discounts. Consult the Price List for further information.

- Many items are recycled at no charge.
- Milk run discounts of up to 15% for multi-site pickups.
- Discounts of up to 20% for sorted materials from generating facility.
- Select containers at no charge.
- Expedited pickup within 2 days (at no charge from most vendors).
- Certificate of safe disposal at no charge.
- Free online materials tracking system.
- Collection services for under 200 lb. at no additional charge.

Contractors may pick up from generating facilities, or eligible entities may deliver to the contractor's facility via independent truck hired by the Eligible Entity. There are no minimum delivery requirements. The Eligible Entity should check with the contractor for delivery and equipment requirements for contractor's facility to accept the material. All contractors in this category provide one-day collection event management services for e-waste from residents and businesses.

Category 8 – Tanks

Category 8a Cylinder Tanks was not awarded due to low bidder participation. Cylinder tank collection and disposal is covered under Category 1 Hazardous Materials and pricing for propane tank collection can be found in the Price List on the Cat. 1 HazMat tab.

AST/UST Tank Collection and Disposal Services

Above Ground Storage Tanks (ASTs) and Underground Storage Tanks (USTs) may be collected and disposed of under Category 8. Category 8 does not have a price list, and will require the buyer to request quotes from the qualified vendor list, according to the buyer's statement of work. Jobs that include site restoration and other construction services are limited to \$10,000 under this contract.

Category 9 – Emergency Response

Emergency Response (ER) Services

Category 9 contractors offer Emergency Response (ER) services that facilitate the containment and removal and disposal of sudden releases of oil and hazardous materials (OHM); and to facilitate preliminary response actions and risk reduction measures by the removal and disposal of reportable concentrations of OHM in soil, on public properties, for the purposes of protecting public health, safety, welfare and the environment.

It is not the intent of this contract to provide a remediation service. It is intended for situations that require immediate emergency actions of limited scope and duration in order to protect public health and the environment.

Response Actions covered by this contract are limited to the following activities: Limited Removal Actions (LRA), Immediate Response Actions (IRA), Release Abatement Measures (RAM), and Utility-related Abatement Measures (URAM) and includes all documentation associated with the aforementioned activities. Without exception, contractors are responsible for adherence to all relevant sections of the Massachusetts Contingency Plan (MCP, 310 CMR 40.0000) when performing response services under this contract.

Emergency Response Services as defined in this contract are those Response Actions as defined in 310 CMR 40.0400 et seq. required to assess, contain, isolate, remove or secure a release or threat of release of oil and/or hazardous materials. Contractors must be able to respond to emergencies within a two hour time frame, which means contractors must have equipment and personnel on-site and ready to begin work within two hours of being contacted by an agency.

Immediate Response Actions shall be taken by those parties responsible for a release, to assess and, where necessary, remediate all releases and threats of release of oil and/or hazardous materials to the environment.

The chief distinction between Emergency Response Services and Immediate Response Actions is that the latter category can be planned and scheduled in advance. Contractors providing IRA services may therefore be required by Eligible Entities to submit work plans, cost estimates, project schedules and other planning documents prior to commencing the service.

Contractors providing ER or IRA services must comply with the following:

For Emergency Response Services, upon receipt of a Mobilization Order from an authorized Eligible Entity employee, the Contractor must promptly initiate mobilization and deployment of such personnel, equipment and other resources as directed by the Eligible Entity. If the Eligible Entity's call to a contractor is picked up by an answering service, the contractor must call the Eligible Entity field representative back within 10 minutes, or the Eligible Entity will cancel the mobilization order and call another contractor.

For Emergency Response Services, the Contractor shall commence the response action as soon as possible and, unless otherwise authorized by the Eligible Entity in no case later than two (2) hours following receipt of the Mobilization Order, except in the case where the response action is on either Nantucket, Martha's Vineyard, or the Elizabeth Islands, in which case the contractor shall commence the response action as soon as possible but not later than three (3) hours following receipt of the Mobilization Order. The response action shall not be deemed to commence until all necessary personnel and equipment are at the location and have begun working as determined by the Eligible Entity's field representative, unless the Eligible Entity authorizes an earlier commencement based on an agreed-upon sequence of arrival of personnel and equipment. The Commonwealth shall not be liable for any costs incurred by the contractor prior to the response action commencing. If a Contractor commits to meeting the response time established by the Eligible Entity in a mobilization order, and fails to do so, the Commonwealth may impose sanctions, including reducing payment to the contractor for that day's work by 10% for every half-hour the contractor is late, and/or cancelling the mobilization order and calling another contractor. A pattern of failure to meet response times may result in the imposition of future sanctions including suspension or termination from the contractor rotation schedule.

For Immediate Response Action Support Services, upon Eligible Entity approval of a Work and/or Cost Plan (if required), and authorization by the Eligible Entity to proceed.

The Contractor will bear principal responsibility for determining the extent and nature of the circumstances of all releases or threats of releases of oil or hazardous materials and the techniques and methods for dealing therewith. However, the contract allows Eligible Entities to limit or otherwise determine the ultimate extent and level of effort to be applied in response actions, and to restrict or otherwise control the contractor's level of effort in Immediate Response Action activities in compliance with State laws and statutes and Eligible Entity policies and procedures. In such event, the contractor shall perform services under this contract in accordance with any such limitation or determination. Should the contractor object, it shall, upon receiving notice of such limitation or determination, orally state with particularity such objections and the reasons for them and shall provide as soon as reasonably possible a written notice to the Contract Administrator describing with particularity such objection and the reasons for them.

Emergency Response and Immediate Response Action Pricing

Category 9 does not have a price list, and will require the buyer to obtain price quotes from the qualified vendor list, according to the services required. The rates quoted must be inclusive of wages, fringe benefits, travel time, administrative costs, overhead and profit, directly or indirectly related to the performance of the services performed under the contract. Overtime rates must exclude office administrative costs and overhead, and vacation and sick time allowances which are covered by the rates quoted for straight time work. All scheduled Immediate Response Action Support Services activities are to be performed during straight time hours. For those IRA Support Services where overtime is appropriate and for ER Services, overtime will only be allowed for those individuals working at the site of the response action unless specifically authorized by the Eligible Entity. Holidays shall mean federal holidays.

APPENDIX J: LOCAL CONTRACTOR PROCEDURES AND FORMS



GLENN A. CUNHA
INSPECTOR GENERAL

The Commonwealth of Massachusetts

Office of the Inspector General

John W. McCormack
State Office Building
One Ashburton Place
Room 1311
Boston, MA 02108
Tel: (617) 727-9140
Fax: (617) 723-2334

October 2012

Dear Local Official:

I am pleased to provide a model Purchase Order Form (October 2012) that can be used as a contract for purchases by Commonwealth of Massachusetts cities, towns, districts, counties, and authorities (cities and towns) from vendors on Massachusetts Operational Services Division (OSD) statewide contracts and contracts issued by an executive department, pursuant to 801 CMR 21.00 that is open for use by other entities (department contracts). The Purchase Order Form is attached to this letter.

I hope that you find the Purchase Order Form useful. We are interested to hear any comments that you have on the Purchase Order Form. Please direct your comments to the Chapter 30B telephone line at 617-722-8838.

Sincerely,

A handwritten signature in blue ink, appearing to read "Glenn A. Cunha".

Glenn A. Cunha
Inspector General

COMMONWEALTH OF MASSACHUSETTS
CITY, TOWN, DISTRICT, COUNTY AND AUTHORITY PURCHASE ORDER
FOR COMMODITIES AND/OR SERVICES

* ☐ COMMODITY/EQUIPMENT ☐ SERVICE

☐ THIS PURCHASE ORDER CONFIRMS AN ORDER THAT WAS PREVIOUSLY PLACED. PLEASE DO NOT DUPLICATE.

*Purchase Order Issue Date:	*Purchase Order Number:	
	Contract Number:	
Requested Delivery Date:	Call to Schedule Delivery Appointment: <input type="checkbox"/> yes (tel.) <input type="checkbox"/> no	Freight Terms: <input type="checkbox"/> Freight on Board - Destination <input type="checkbox"/> Other (Specify) _____

Vendor Information	
*Name: *Address: *City, State, Zip Code:	Contact Person: Telephone: Fax: Email: Quote Number (if applicable):

Awarding Authority Information	
*Ship to Awarding Authority Name: *Contact Person: *Address: *City, State, Zip Code: *Telephone: Email: Delivery Instructions:	*Bill to Awarding Authority Name: *Contact Person: *Address: *City, State, Zip Code: Telephone: Email: Prompt Payment Discount (Terms & %):

Instructions to the Vendor:

1. The vendor's invoice must include the following minimum information: Purchase order number, quantity and description of item(s) shipped, unit of measure, unit price, total dollar amount of any discount, total price and the vendor's invoice number.
2. The purchase order number must appear on the vendor's packing list.
3. See attached specifications, if any, related to this purchase order. If this purchase order is for services, please see the section entitled Engagement of Services below. Additional specifications are not necessary if the details of the performance are covered in the contract.
4. Vendor assumes risk of loss for commodities in transit. All commodities are subject to inspection upon delivery. Commodities delivered after the Requested Delivery Date above may be rejected. Rejected commodities will be returned at the vendor's expense.

*** Engagement of Services:** Provide a brief description of the services (attach detailed specifications, if appropriate), including the Statement of Work (SOW), start and end dates of service, deliverables, number of hours, hourly rates and total costs associated with this engagement. The vendor must sign this form for the engagement of services.

Dates of Services: _____ - _____ Hourly Rate: \$ _____ Number of Hours: _____ Total Cost: _____

Line #	Vendor Item Number	Item Description	Unit of Measure	Quantity	Unit Price	Subtotal (Quantity x Unit Price)	Discount	Total Price (Subtotal minus Discount)
1								
2								

Awarding Authority Approval: Signature: _____ *Printed Name: _____ *Date: _____ <input type="checkbox"/> Check box to indicate that additional legal terms of Awarding Authority are attached, and/or check off box(es) on page 2 of 2 of this form to incorporate requirements on that page. Where the legal terms of a Commonwealth Contract and any Awarding Authority conflict, the Commonwealth Contract's legal terms shall prevail. * Vendor Signature (By signing this purchase order the vendor accepts the additional legal terms and requirements of the Awarding Authority, if any.) *Signature: _____ *Printed Name: _____ *Date: _____	Subtotal: Shipping and Handling (if applicable): _____ **Total Order Amount: _____
--	---

* Indicates required field. **Purchase Order is Tax Exempt.

COMMONWEALTH OF MASSACHUSETTS
CITY, TOWN, DISTRICT, COUNTY AND AUTHORITY PURCHASE ORDER
FOR COMMODITIES AND/OR SERVICES

Awarding Authorities may incorporate the following requirements by checking the boxes below and filling in any information where indicated:

- ☐1. **Prevailing wage job identification number** _____. (Awarding Authority must request a wage schedule from the Division of Occupational Safety prior to selecting a Statewide or Department Contract.)
- ☐2. The contract term will be ____ , ____ through ____ , ____ , with an option to renew for an additional year from ____ , ____ through ____ , ____ . This option is exercisable solely at the Awarding Authority's discretion.
- ☐3. The contract term will be ____ , ____ through ____ , ____ , with two options to renew for an additional year from ____ , ____ through ____ , ____ and from ____ , ____ through ____ , ____ . These options are exercisable solely at the Awarding Authority's discretion.

VENDOR CERTIFICATIONS

Commonwealth Contract Terms and Conditions and Standard Contract Form Certifications apply to this Purchase Order.

The Vendor agrees that by executing this Purchase Order all contract terms and rights of the Commonwealth in the Commonwealth Contract shall inure to the benefit of the Awarding Authority, thereby placing the Awarding Authority in the same position as the Commonwealth, including but not limited to the terms and conditions that are found in the Commonwealth Terms and Conditions Form and/or the certifications made by the Contractor by signing the Commonwealth Standard Contract Form.

CERTIFICATE OF NON-COLLUSION

The undersigned certifies under penalties of perjury that this quote has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

Signature of individual submitting quote

Name of business

AWARDING AUTHORITY CERTIFICATION

CERTIFICATION AS TO AVAILABILITY OF FUNDS:

Town Accountant [See comment, below] Date

[Comment: Wording will vary depending on the form of government of the jurisdiction.]



THE COMMONWEALTH OF MASSACHUSETTS
DEPARTMENT OF LABOR
DIVISION OF OCCUPATIONAL SAFETY
PREVAILING WAGE PROGRAM
www.mass.gov/dos/pw

The Massachusetts Prevailing Wage Law
M.G.L. c. 149, §§26-27

NOTICE TO AWARDING AUTHORITIES

The enclosed wage schedule applies only to the specific project listed at the top of the schedule, and these rates will remain in effect for the duration of the project.

You should request an updated wage schedule from the Division of Occupational Safety if you have not opened bids or selected a contractor within 90 days of the date of issuance of the enclosed wage schedule.

The wage schedule shall be incorporated in any advertisement or call for bids for the project for which it has been issued.

Once a contractor has been selected by the awarding authority, the wage schedule shall be made a part of the contract for that project.

NOTICE TO CONTRACTORS

The enclosed wage schedule must be posted in a conspicuous place at the work site during the life of the project.

The wages listed on the enclosed wage schedule must be paid to employees on public works projects regardless of whether they are employed by the prime contractor, a filed sub-bidder, or any sub-contractor.

The enclosed wage schedule applies to all phases of the project, including the final clean-up. Contractors whose only role is to perform final clean-up must pay their employees according to this wage schedule.

All apprentices must be registered with the Massachusetts Division of Apprenticeship Training (DAT) in order to be paid at the lower apprentice rates. All apprentices must keep his/her apprentice identification card on his/her person during all work hours. If a worker is not registered with DAT, they must be paid the "total rate" listed on the wage schedule regardless of experience or skill level. For further information, please call 617-626-5409, or write to DAT, 19 Staniford Street, Floor 1, P.O. Box 146759, Boston, MA 02114.

WEEKLY PAYROLL RECORDS REPORT & STATEMENT OF COMPLIANCE

In accordance with Massachusetts General Law c. 149, §27B, a true and accurate record must be kept of all persons employed on the public works project for which the enclosed rates have been provided. A Payroll Form has been printed on the reverse of this page and includes all the information required to be kept by law. Every contractor or subcontractor is required to keep these records and preserve them for a period of three years from the date of completion of the contract.

In addition, every contractor and subcontractor is required to submit a copy of their weekly payroll records to the awarding authority. This is required to be done on a weekly basis. Once collected, the awarding authority is also required to preserve those records for three years from the date of completion of the project.

Each such contractor or subcontractor shall furnish to the awarding authority directly within 15 days after completion of its portion of the work, a statement, executed by the contractor, subcontractor or by any authorized officer thereof who supervised the payment of wages, this form.

STATEMENT OF COMPLIANCE

_____, 20_____

I, _____, _____
(Name of signatory party) (Title)

do hereby state:

That I pay or supervise the payment of the persons employed by

_____ on the _____
(Contractor, subcontractor or public body) (Building or project)

and that all mechanics and apprentices, teamsters, chauffeurs and laborers employed on said project have been paid in accordance with wages determined under the provisions of sections twenty-six and twenty-seven of chapter one hundred and forty nine of the General Laws.

Signature _____

Title _____

09/11

MASSACHUSETTS WEEKLY CERTIFIED PAYROLL REPORT FORM



Company's Name:			Address:					Phone No.:				Payroll No.:							
Employer's Signature:			Title:					Contract No.:		Tax Payer ID No.:		Work Week Ending:							
Awarding Authority's Name:			Public Works Project Name:					Public Works Project Location:				Min. Wage Rate Sheet No.:							
General / Prime Contractor's Name:			Subcontractor's Name:					"Employer" Hourly Fringe Benefit Contributions											
			Appr. Rate (%)	Hours Worked							Project Hours (A) All Other Hours	Hourly Base Wage (B)	Health & Welfare Insurance (C')	ERISA Pension Plan (D)	Supp. Unemp. (E)	Total Hourly Prev. Wage (F)	(B+C+D+E)	(A x F)	Check No. (H)
				Su.	Mo.	Tu.	We.	Th.	Fr.	Sa.							Project Gross Wages (G) Total Gross Wages		

NOTE: Pursuant to MGL Ch. 149 s.27B, every contractor and subcontractor is required to submit a "true and accurate" copy of their weekly payroll records directly to the awarding authority. Failure to comply may result in the commencement of a criminal action or the issuance of a civil citation.

Date recieved by awarding authority <div style="text-align: center;">/ /</div>
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DEVAL L. PATRICK
Governor

TIMOTHY P. MURRAY
Lieutenant Governor

THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DIVISION OF OCCUPATIONAL SAFETY

Prevailing Wage Rates

**As determined by the Commissioner under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H**



JOANNE F. GOLDSTEIN
Secretary of Labor and Workforce Development

GEORGE E. NOEL
Director of Labor

HEATHER E. ROWE
Acting Commissioner of
Division of Occupational Safety

Awarding Authority: Operational Services Division

Contract Number:

City/Town: DEERFIELD

Description of Work: Environmental clean up, Tree trimming, Truck drivers, Soil removal, Asbestos containment

Job Location: FRANKLIN COUNTY

Classification	Effective Dates and Total Rates							
Construction								
(2 AXLE) DRIVER - EQUIPMENT	06/01/2010	\$43.830	12/01/2011	\$44.430	06/01/2011	\$45.180		
	12/01/2011	\$45.840	06/01/2012	\$46.900	12/01/2012	\$47.520		
(3 AXLE) DRIVER - EQUIPMENT	06/01/2010	\$43.900	12/01/2011	\$44.500	06/01/2011	\$45.250		
	12/01/2011	\$45.910	06/01/2012	\$46.560	12/01/2012	\$47.590		
(4 & 5 AXLE) DRIVER - EQUIPMENT	06/01/2010	\$44.020	12/01/2011	\$44.620	06/01/2011	\$45.370		
	12/01/2011	\$46.000	06/01/2012	\$46.700	12/01/2012	\$47.710		
ADS/SUBMERSIBLE PILOT	08/01/2009	\$101.100	08/01/2010	\$104.640	08/01/2011	\$108.760		
AIR TRACK OPERATOR	06/01/2010	\$41.340	12/06/2010	\$41.840	06/06/2011	\$42.840		
	12/05/2011	\$43.390	06/04/2012	\$44.390	12/03/2012	\$45.340		
AIR TRACK OPERATOR (HEAVY & HIGHWAY)	06/01/2010	\$40.970	12/01/2010	\$41.970	06/01/2011	\$42.970		
	12/01/2011	\$42.220						
ASBESTOS WORKER (PIPES & TANKS)	12/01/2009	\$40.250						
ASPHALT RAKER	06/01/2010	\$40.840	12/06/2010	\$41.340	06/06/2011	\$42.340		
	12/05/2011	\$42.890	06/04/2012	\$43.890	12/03/2012	\$44.840		
ASPHALT RAKER (HEAVY & HIGHWAY)	06/01/2010	\$40.220	12/01/2010	\$41.470	06/01/2011	\$42.470		
	12/01/2011	\$43.720						
AUTOMATIC GRADER-EXCAVATOR (RECLAIMER)	06/01/2009	\$44.890						
BARCO-TYPE JUMPING TAMPER	06/01/2010	\$40.840	12/06/2010	\$41.340	06/06/2011	\$42.340		
	12/05/2011	\$42.890	06/04/2012	\$43.890	12/03/2012	\$44.840		
BATCH/CEMENT PLANT - ON SITE	12/01/2009	\$44.360						
BLOCK PAVER, RAMMER / CURB SETTER	06/01/2010	\$41.340	12/06/2010	\$41.840	06/06/2011	\$42.840		
	12/05/2011	\$43.390	06/04/2012	\$44.390	12/03/2012	\$45.340		
BLOCK PAVER, RAMMER / CURB SETTER (HEAVY & HIGHWAY)	06/01/2010	\$40.720	12/01/2010	\$41.970	06/01/2011	\$42.970		
	12/01/2011	\$44.220						
BOILER MAKER	01/01/2010	\$55.850						
APPRENTICE: BOILERMAKER - Local 29								
Ratio	Step	1	3	4	5	6	7	8
1:5	%	65.00	70.00	75.00	80.00	85.00	90.00	95.00
Apprentice wages shall be no less than the following:								
Step 1\$42.66/2\$42.66/3\$44.54/4\$46.43/5\$48.31/6\$50.20/7\$52.08/8\$53.97								
BRICK/STONE/ARTIFICIAL MASONRY (INCL. MASONRY WATERPROOFING)	03/01/2010	\$55.300	09/06/2010	\$56.600	03/07/2011	\$57.900		
	09/05/2011	\$59.250	03/05/2012	\$60.650				
APPRENTICE: BRICK/PLASTER/CEMENT MASON - Local 1 Springfield/Pittsfield								
Ratio	Step	1	2	3	4	5	6	
1:5	%	50.00	60.00	70.00	80.00	90.00	95.00	
Apprentice wages shall be no less than the following:								
Step 1\$38.05/2\$41.50/3\$44.95/4\$48.40/5\$51.85/6\$53.58								
BULLDOZER/POWER SHOVEL/TREE SHREADER	12/01/2009	\$44.890						

This wage schedule must be posted at the work site in accordance with M.G.L. c. 149, § 27. Failure of the employer to pay "prevailing wage rates," which are the minimum wage rates listed above, on public works projects is a violation of M.G.L. c. 149, § 27. Employees not receiving such rates should report the violation to the Fair Labor Division of the Office of the Attorney General, 100 Cambridge Street, Boston, MA 02108; Tel: 617-727-3465. Contractors with questions about the wage rates or classifications included on the wage schedules have an affirmative obligation to inquire with DOS at www.mass.gov/dos/pw or at 617-626-6952.

Sample emergency purchasing process:

Emergency Procurements Definition: Emergency procurements may be made when a threat to public health, welfare or safety exists, provided that such emergency procurement shall be made with such competition as is practical under the circumstances.

In case of an emergency requiring immediate purchase of materials, supplies, equipment or services, the Town Administrator hereby authorizes the Department Heads to approve such emergency purchase if the situation permits. The Town Administrator shall be notified as soon as possible as to the emergency and the associated purchases. A written determination for the basis of the emergency and for the selection of the particular contractor or vendor shall accompany the purchase order. As soon as is practicable, standard purchasing procedures will be reinstated.

APPENDIX K: LOCAL GOVERNMENT OFFICIALS GUIDE AND CHECKLIST

- 1) Disaster Debris Management Planning: An Introduction for Local Government Officials**
- 2) Massachusetts Local Disaster Debris Management Plan Checklist**



Disaster Debris Management Planning An Introduction for Local Government Officials Updated July 2014

INTRODUCTION

Many people do not realize that disaster debris management is typically the largest response cost for disasters such as hurricanes, other storms, animal disease outbreaks, earthquakes and other disaster events. In disaster events, local governments are the lead responders. Local resources need to be fully utilized before state resources can be brought into play. Similarly, state resources must also be fully utilized before federal agencies will provide assistance. Even when state and federal agencies do become involved with disaster response actions, local agencies will play critical roles.

The benefits of advance planning for disaster debris management include:

- Increasing local control of disaster debris management
- Reducing debris management costs
- Increasing the speed and efficiency of clean-up
- Minimizing the short and long term environmental and public health impacts
- Enabling consistency with federal reimbursement requirements

Massachusetts has a statewide Disaster Debris Management Plan, which is an annex to the Commonwealth's Comprehensive Emergency Management Plan. That plan was updated in February 2010. The state plan mirrors this guidance, except that this document is primarily focused on planning at the local and regional level.

There are several key themes that run through this guidance:

- **Diverting Debris from Disposal:** Massachusetts has very limited disposal capacity to accommodate disaster debris. Therefore, all stages of debris management must emphasize debris separation to maximize recycling, composting, and other diversion from disposal.
- **Determining Debris Management Sites in Advance:** It is critical that local governments pre-identify locations within their jurisdictions that can be temporarily used for disaster debris storage, staging, and/or processing prior to final disposition or disposal. Having these locations identified in advance will improve local government

ability to implement emergency debris clearing; conduct processing, consolidation, recycling, diversion and removal of debris materials, and return the jurisdiction to pre-disaster condition as soon as possible. Pre-identification of DMSs also allows advance planning of site plans, layout and operations.

- **Track and Monitor All Work for Reimbursement Purposes:** In the event of a federal state of emergency, local debris management costs will be at least partially reimbursed, but it is critical that these activities are done in accordance with state and federal regulations, that debris management activities are properly monitored, that costs are recorded and documented, and that other FEMA reimbursement requirements are adhered to.

LOCAL GOVERNMENT ROLES AND RESPONSIBILITIES

Disaster Debris Management Team: The best time to determine and clarify the roles of local departments, managers, and staff is before a disaster strikes. The first step should be to establish a local debris management team to coordinate across department responsibilities. This team should include clear authority and chain of command, including establishing a local incident commander. This team should include all relevant local operations needed for disaster debris management, including administration, contracting/procurement, legal, operations, and engineering. Contact information for all team members should be readily available in multiple formats (i.e., paper and electronic) and locations. Any debris management planning should be closely coordinated with local comprehensive emergency planning and the local emergency management director.

All aspects of debris management should be clearly assigned within this team. These include:

- Pre-planning, including identifying local government and contractor resources, establishing a master street map and recommended debris collection routes, and identifying a debris management site(s)
- Monitoring and tracking costs for reimbursement purposes
- Communicating with state and federal emergency management officials
- Managing and overseeing any applicable contractors, including what duties contractors will be responsible for
- Establishing or updating mutual aid agreements with adjacent and other nearby towns

TIP: For towns with curbside trash and recycling collection, those collection routes may be the best routes to use for debris collection. You should ensure that your town has these routes readily available for use following a disaster. This collection may be done by your regular trash collection company, or by another company. If you plan to use your regular trash collection company, keep in mind the increase in volume of material to be collected as well as the specific sorting requirements for disaster debris. Or, school bus routes may be used for planning debris collection. Snow plow routes that prioritize key roadways and facilities (e.g., hospitals) may be particularly useful for debris clearance purposes.

While this guidance focuses on disaster debris management, the local debris management team should be integrated with other local emergency response planning, so that the debris

management is addressed as part of the overall disaster response. You should also establish a schedule for updating your debris management and other disaster response planning on a regular basis.

DEBRIS QUANTITIES AND TYPES

It is not possible to precisely identify the amount of debris that could be generated by all types of disaster events. However, it is possible to estimate the “worst case” for a major disaster event, given the size of your municipality and relative density of buildings and vegetation. You should also be aware of the types of debris that you could expect to be generated and ensure that your debris planning addresses each category of debris.

To forecast a rough estimate of the overall amount of debris that you might expect from a hurricane or similar major storm event, you can either use actual data from a previous disaster event in your municipality or nearby municipalities, generic modeling developed by the United States Army Corps of Engineers (USACE), or a combination of both. The Army Corps model can be found at <https://eportal.usace.army.mil/sites/ENGLink/DebrisManagement/default.aspx>.

The factors that go into the USACE hurricane debris-estimating model are:

- Households in your jurisdiction
- Storm category factor (1-5)
- Vegetative cover (light, medium, or heavy)
- Commercial density (light, medium, or heavy)
- Precipitation factor (none/light or medium/heavy)

Example: For a municipality with 10,000 households and medium vegetative and commercial density, a worst-case debris estimate based on this model would be:

$$\begin{array}{ccccccc}
 10,000 & \times & 26 \text{ cubic yards} & \times & 1.3 & \times & 1.2 & \times & 1.3 \\
 \text{households} & & \text{cat 3 storm factor} & & \text{veg. cover} & & \text{comm. Density} & & \text{precip. factor} \\
 = & & 527,280 \text{ cubic yards} & & & & & &
 \end{array}$$

Estimating debris generation will enable you to understand what local resources will be needed to manage disaster debris as well as at what point local resources would likely be overwhelmed and state and/or federal assistance required. In addition to having an estimate of the overall amount of debris that may need to be managed, you also need to anticipate what types of debris may be generated and what management solutions may be needed for these types of debris. Typical categories of debris include:

Vegetative Waste: This is typically one of the largest volume debris streams and much of it can be diverted from disposal through using for lumber, chipping for mulch, composting, or using as fuel for power plants with wood-fired boilers.

Building Debris: Building debris is also generated in large amounts in most disaster events. Depending on the composition and condition, it may be possible to divert much of this debris from disposal through construction and demolition debris processing facilities.

TIP: If building debris contains obvious asbestos containing materials, those materials must be separated and managed separately from the rest of the debris and disposed of as asbestos waste. Otherwise, the entire amount of debris may need to be managed as asbestos containing materials.

Bulky Waste: Material such as carpet, furniture, mattresses, etc. must typically be sent for disposal.

Appliances and Electronics: These should be collected separately and diverted from disposal for recycling.

TIP: Residents setting out refrigerators and freezers for collection should be asked to remove all food and dispose of that separately as trash, and also remove doors for safety.

Vehicles: Whether cars, trucks, or boats, vehicles must be held to allow them to be claimed for insurance purposes and should be tracked by vehicle identification number (VIN) or license plate number.

Trash: There will likely be a significant increase in household trash after many disaster events as people return to their homes and clean out damaged items. Trash collection may also be temporarily increased if trash collection is disrupted for some amount of time.

Hazardous Household Products/Oil and Hazardous Material: These should be collected for separate management and disposal. Your municipality's existing household hazardous waste collection company may be able to handle this collection, though those companies may have limited ability and be extremely busy following a disaster. Your municipality may wish to collect hazardous products from small businesses. Otherwise, businesses are responsible for managing and safely disposing of their own hazardous materials. In other cases, disasters may result in damaged oil tanks and oil spills that may require cleanup through the 21E Waste Site Cleanup program.

Soils and Sediments: Disasters that have large amounts of rainfall and result in flooding may leave behind large amounts of soil and sediments that need to be managed. These materials need to be handled carefully and may need to be handled as hazardous waste, as they may contain high levels of bacterial or toxic contamination. Debris management staff working in and around contaminated flood waters and sediments may require personal protective equipment as well as work safety practices to guard against exposure to contaminated materials.

Infectious/Medical Waste: In the case of animal or human disease outbreaks, there will likely be large amounts of infectious and medical waste. Because these materials require special and costly handling and management, and because of the risks they pose, the focus should be to keep these materials separate from other trash to minimize the amount of material that needs to be

disposed of as medical waste. In addition, any workers handling or otherwise exposed to this material should wear personal protective equipment to protect against infectious agents. MassDEP is developing separate guidance on managing animal carcasses with different types of infectious diseases.

DEBRIS CLEARANCE AND COLLECTION

Debris management typically occurs in two phases (1) initial clearance of debris (e.g. from roadways, power lines, etc., to facilitate emergency services) and (2) long term removal, processing, and management of debris. During the first phase, debris is cleared from power lines and key roadways to restore transportation, emergency access, and utility services as quickly as possible. At this stage, debris will most likely be left at the side of the road for later collection. Debris clearance will be the primary debris management activity during the first few days following a disaster. This may require coordination with utility companies, local and state police, and public works/highway agencies.

Following initial debris clearance, debris management will shift to removing, collecting, processing, and disposing of debris. This will include all debris in public areas, as well as debris set out by residents for collection.

TIP: FEMA reimbursement is generally limited to debris collected from public rights of way.

Typically, local resources must be exhausted and either a state or federal emergency declaration issued before state and federal agencies will assist with debris management, so local governments should plan to play a primary role in clearing, collecting, and managing debris. Local planning should identify all local resources, whether municipal or private, that may be available to assist with debris collection and management, recognizing that primary options may not be available or may be overwhelmed.

Massachusetts has prepared statewide contracts for disaster debris management services and disaster debris monitoring that can be used by local or regional government agencies. You can find information on these contracts on the MassDEP web site at <http://www.mass.gov/eea/agencies/massdep/recycle/regulations/waste-and-recycling-policies-and-guidance.html#3> or by visiting the state procurement web site at www.commbuys.com and searching for contract numbers “HLS02” and HLS03”.

Collection options may include:

- Curbside collection through existing solid waste and recycling contractors
- Additional clearance and collection routes run by municipal staff or contractors
- Collecting material at existing or temporary additional drop-off centers
- Residents self-hauling material directly to debris management sites
- Relying on the state disaster debris management contract if local resources are exhausted.

TIP: In order to enable diversion of debris from disposal, it is critical that different types of debris be segregated at the point of collection.

Quick collection immediately after the disaster event will assure the public that recovery efforts are in progress and help the community return as quickly as possible to pre-disaster conditions. While prompt removal of debris is an important goal, it is even more important that debris that can be diverted from disposal is segregated from other debris that must be disposed. This is particularly important in Massachusetts, as disposal capacity will be extremely limited following a large disaster event. Because segregating mixed debris at debris management sites is practically impossible, it is critical that different debris types are segregated at the time of collection. Therefore, it is also critical to provide clear guidance to residents on how to properly segregate material, so that collection can be done efficiently and maximize debris segregation. Similarly, debris that is delivered to debris management sites in segregated form must be kept separate at the debris management site. The state disaster debris management contract requires the contractor to ensure that debris set out separately is collected and managed separately.

Because of the importance of keeping debris segregated and because debris may be set out over the course of multiple weeks, it is likely that collection crews will need to repeat the same collection routes multiple times. For example, one truck may only collect white goods and electronics and cover each collection route multiple times, while other vehicles would only collect building debris or vegetative waste.

Local debris management plans should pre-identify all recycling, composting, and other diversion outlets within reasonable shipping range, as well as transfer stations, landfills, and municipal waste combustors that can be utilized in the event of a disaster. This analysis should begin with existing facilities that the municipality works with. However, it is important to recognize that some facilities may not be operational or available and that alternative facilities may be needed.

DEBRIS MANAGEMENT SITES

In cases where existing collection contracts and existing drop-off centers are overwhelmed, there may be a need to consolidate and process debris collected locally before shipping it for ultimate disposition. A debris management site is a location to temporarily store, segregate, and/or process debris before it is hauled to its final disposition.

Whenever possible, local governments should identify debris management sites in their communities prior to a disaster event. Identifying sites in advance will enable more efficient and faster debris removal and management, as well as better site selection. By contrast, selecting and establishing a debris management site after a disaster strikes will be very difficult and will result in delays in collecting and processing debris and may result in a poor site being selected. This document provides summary guidance for selecting a debris management site location, operating a debris management site, and properly closing the site.

Debris Site Selection: Locating effective debris sites requires evaluating a wide range of factors including parcel size, topography, and ownership, in addition to past uses of the land and its proximity to residences, water supplies and wetlands. Poorly located sites can quickly fill with

debris and/or lead to nuisance conditions, contamination of water supplies, damage to other resources, and public health risks.

- Where possible, storage and staging sites should be:
 - owned or controlled by municipal or state government;
 - large enough to accept and store large quantities of debris (where possible, recommend 50-100 acre sites for large debris staging areas);
 - have easy access, including being near the area of debris generation, be easy to enter and exit, and be near transportation arteries; and
 - ready to use as staging areas without extensive site modifications.
- Where possible sites generally should not be:
 - within an identifiable or known floodplain and flood prone areas;
 - within 250 feet of a private drinking water supply;
 - within 500 feet of a public drinking water supply;
 - within 100 feet of a surface water body;
 - within 250 feet of a residential dwelling;
 - within an Interim Wellhead Protection Area or Zone II; or
 - within an Area of Critical Environmental Concern (ACEC), endangered species habitat or historic site.

In addition, debris storage areas should be at least 100 feet from property lines.

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

Debris staging sites may be of different sizes and have different siting criteria depending on the type and volume of materials they are intended to handle and the type of handling and processing that will be done at the site. For example, sites that will need to accept large amounts of vegetative waste and building debris (the two largest debris streams in most disaster events) would need to be very large sites with flat open areas that could accommodate very large amounts of debris. Such sites would likely need to operate for a long period of time before they can be fully cleared out and closed. On the other hand, some smaller volume debris streams, such as white goods (appliances), electronics, and hazardous household products, may be able to be collected at smaller sites such as local Departments of Public Works facilities, transfer stations, or recycling centers.

The U.S. Army Corps of Engineers model used above to estimate debris quantities (<http://www.usace.army.mil/Missions/EmergencyOperations/NationalResponseFramework/DebrisManagement.aspx>) can also be used to estimate the number of acres of debris management sites needed to handle a given quantity of debris. This model uses assumptions that may not be

relevant for Massachusetts (e.g., burn pits) but it still can give you an approximate idea of the area that you may need for debris management.

This model assumes that debris piles are stacked 10 feet high, which would allow up to 16,117 cubic yards/acre. The USACE model also assumes that 60% of the site area would need to be used for roadways, safety buffers, and other activities and, therefore, not available for debris storage. Using a simple figure (which may be high for many municipalities in many disaster events), if you had to manage 1,000,000 cubic yards of debris and this debris was cycled through once during the period of debris management (i.e., the site only had to handle up to 500,000 cubic yards at one time), this would require 31 acres for debris storage, or a total site area of 51 acres (assuming only 40 percent of the site could be used for debris storage). Keep in mind that a DMS may not need to handle all of the debris generated locally, as some may be hauled directly to other locations.

MassDEP can work with your municipality to review a proposed debris management site with regard to the above criteria. Working with MassDEP in advance will ensure that a debris management site is consistent with state criteria and avoid disagreement over debris management site locations during a disaster event. To guide you in determining a debris management site, MassDEP has developed the form attached at the end of this document. Once your municipality has selected a proposed debris management site location, you should submit that information to the Solid Waste Section Chief in your MassDEP Regional Office.

TIP: In a declared state of emergency, debris management sites operated on a temporary basis are not expected to require state permits. However, the local government should notify MassDEP of any local debris management site(s) activated in response to a disaster event. MassDEP may inspect sites to ensure that they are properly operated and closed. Advance coordination with MassDEP, along with local agencies such as the Conservation Commission, Board of Health, Public Works Department and Fire Department, will help to ensure better site selection and reduce potential problems with debris site operation and closure.

Debris Site Operation: Debris management sites are only intended for use during a disaster event and state of emergency and associated debris management activities. In the absence of an emergency, these sites and activities would be subject to solid waste permitting and site assignment regulations. During a declared state of emergency, MassDEP expects to waive these regulatory requirements to allow the temporary operation of debris management sites for up to 90 days. Entities that need to operate a DMS beyond that 90 day period will require separate approval from the solid waste section chief in the appropriate MassDEP regional office.

To the maximum extent possible, DMSs should have:

- Storm-water controls, such as silt fences, to prevent discharge of contaminated runoff into water bodies;
- Controls to prevent offsite migration of dust, wood chips or other debris residuals from vehicular traffic and from the handling of debris;

- Monitors to correctly identify and segregate waste types for appropriate management and ensure that the site is operated properly;
- Monitoring towers to enable monitors to view incoming truck loads;
- Clearly marked separate staging/processing areas for all material categories targeted for recycling or diversion;
- Fencing surrounding the operating areas of the site;
- Clearly marked entrance(s) and exit(s) for haulers and citizens delivering materials;
- Site layout that facilitates drop-off traffic flow and/or parking by citizens, while also separating truck loading/unloading and equipment operation from pedestrian traffic as much as possible;
- Access control and security measures after operating hours to limit unauthorized access to the site;
- Signs to inform haulers and the general public of the types of waste accepted, hours of operation, and who to contact in case of after hours emergency;
- Fire control equipment available on site (fire extinguishers, water connection, soil)
- Operating costs should be tracked in accordance with FEMA requirements, in the event that cost reimbursement is pursued with FEMA. (See <http://www.fema.gov/government/grant/pa/policy.shtm> for FEMA Public Assistance information.)

To the maximum extent possible, debris received at the staging site should be separated into the following categories and should be stored separately to minimize cross-contamination:

- Vegetative Waste
- C&D debris
- White goods
- Household trash and bulky waste
- Other separated recyclable categories where applicable (i.e., metal, asphalt, brick and concrete, etc.)

One of the main functions of debris management sites is to serve as volume reduction and consolidation areas for debris brought to the sites from the impacted areas. Preferred volume reduction methods include recycling, composting, and chipping woody debris for mulch or biomass fuel. Where possible, mixed C&D debris should be sent to a C&D processor that can separate and divert metal, asphalt, brick, and concrete, wood and other materials from disposal. If C&D debris contains asbestos, it must be managed as regulated asbestos containing material. Trash delivered to the staging area should be placed in transfer trailers at the end of the working day, and all windblown/scattered debris shall be picked up at the end of the day.

Burning of vegetative debris is not a preferred disposal option, but may be allowed on a case-by-case basis if all other options are exhausted. Any burning allowed will only be in accordance with specific prior written approval from MassDEP after consultation and concurrence with the local Fire Department. The use of air curtain technology would be required. (Burning of other types of debris will not be allowed.)

TIP: For sites that may handle large amounts of vegetative waste, it is helpful to identify where equipment such as chippers and grinders may be obtained or readily available locally or on a shared basis with other municipalities. Equipment sharing should be considered in mutual aid agreements.

In accordance with the National Fire Protection Association, mulch and chip piles should not exceed 18 feet in height, 50 feet in width or 350 feet in length. Piles should be subdivided by fire lanes at least 25 feet wide around each pile. These piles should not be compacted. Smoking should only be allowed in designated areas well away from any combustible material. The local fire department shall be notified upon commencement of debris management site activities.

If possible before starting operations, or otherwise within no more than 48 hours of opening a debris management site, the municipality should notify the appropriate MassDEP regional office of the following information:

- a description of the nature of the site operations (types of material accepted and how managed, operating hours)
- a description of the physical address and GPS coordinates, if available;
- a description of any operating conditions or practices not addressed in this guidance;
- where materials will be sent from the staging site; and
- a primary and secondary local contact person and their contact information.

Key aspects of these requirements include:

- (1) The debris management covers only what is needed to return to pre-disaster conditions in public areas, although under special circumstances where public health and safety are threatened, clean-up can occur on private land (see references above).
- (2) All costs must be documented with records kept and activities must be monitored to guard against fraudulent costs.
- (3) All work for which reimbursement is requested must be done in compliance with all state and federal requirements.
- (4) The municipality should have proper local monitors to ensure that work activities and costs are thoroughly documented and records are retained appropriately.
 - (a) Example: Debris load tickets should identify as closely as possible the cross-street and exact location where each load of debris is collected in order for the cost to be reimbursed.

Debris Site Closure: DMSs should only be operated as long as it is necessary to store and process disaster debris that cannot be handled by the existing solid waste management infrastructure. These are only intended to operate as temporary staging areas, not as ongoing solid waste facilities. Entities that need to operate a DMS for more than 90 days will require separate MassDEP approval. Debris is expected to be processed and removed from DMSs as quickly as possible so that debris can be safely managed and the site expeditiously returned to its previous use. Once this activity is completed, the DMS must be properly closed. Otherwise the

operator may be subject to MassDEP enforcement. Key aspects of properly closing a DMS include:

- Remove all materials from the site for proper use or disposal. Material such as wood chips or other materials that cannot be sent for recycling or other beneficial uses should be sent for disposal so that the site can be returned to its pre-disaster state.
- Areas that were used for building debris or other mixed debris should typically have soil and groundwater sampling conducted to identify any contamination from operating the site. Unless otherwise specified by MassDEP, these samples should typically include total RCRA metals, volatile organic compounds, and semi-volatile organic compounds.

TIP: Because a DMS should be restored to its pre-disaster condition upon closure, it is important to gather baseline information about a location prior to bringing debris there. This should include photos of the site and identification of any existing contamination.

Local governments must obtain final written approval from the MassDEP solid waste section chief in the region where the site is located in order for any debris management site to be considered properly closed. The site operator should contact the appropriate MassDEP regional office (<http://www.mass.gov/eea/agencies/massdep/about/contacts/find-the-massdep-regional-office-for-your-city-or-town.html>) to discuss what is necessary for site closure and should again notify the regional office when closure is deemed complete.

COMMUNICATION AND OUTREACH

Your disaster debris management plan should include a plan for communicating with residents on debris management issues. This plan should emphasize the fact that normal communication and outreach channels may not be available or effective, particularly if people have been forced to leave their homes and if electronic communication systems are down. Planning must identify and develop alternative outreach channels that can be used. These may include radio announcements, distributing information at shelters, and distributing information door to door. It may be helpful to prepare a template of public information on debris management as part of your pre-disaster planning and then fill in specific information (e.g., dates, times, locations of collection) after the disaster event.

Important information to include in public service announcements or other public communication on disaster debris collection:

- Where to put material for collection (e.g., at curbside, ensure it is not obstructing vehicle traffic)
- How to separate and prepare materials for collection (e.g., separate vegetative debris, building materials, appliances, hazardous products; empty refrigerators/freezers and remove doors)
- When will regular collection for household trash, recycling, and yard waste resume and how to manage those materials until regular collection begins

- Other collection mechanisms available for public use, if applicable (e.g., drop-off centers, specific debris management site area for use by residents)
- Expected dates and schedule for collection (when specific dates are known)
- Contact information for questions on managing debris

FUNDING, REIMBURSEMENT, MONITORING, AND RECORD-KEEPING

It is critical that you keep records of all debris management activities and costs incurred in the event that federal reimbursement is available. Debris management activities also need to be monitored to ensure that bills for debris management services are legitimate. It is important to keep in mind that any federal funding will be on a reimbursement basis and not paid in advance. Your plan should identify local General Fund or private funds that can be used to start debris management until FEMA reimbursement is received. If you do not already have mutual aid agreements established with nearby municipalities, you should consider establishing these for disaster debris management and other disaster recovery activities.

Within the overall disaster response Incident Command System, record-keeping and monitoring for debris management activities should be planned for within the “Finance and Administration” function and connected with that emergency response function. The state contract for disaster debris monitoring (HLS02) can be used by local governments to access disaster debris monitoring services. Note that the local government would be responsible for paying the contractor if they elect to activate this contract.

More details on FEMA reimbursement requirements can be found on the FEMA web site at http://www.fema.gov/pdf/government/grant/pa/fema_327_debris_monitoring.pdf.

Disaster Debris Management Site Selection Worksheet

Site Name _____

Site Address _____

Estimated Size in Acres _____

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

Primary Local Government Point of Contact:

Name _____ Phone _____ Email _____

Secondary Local Government Point of Contact:

Name _____ Phone _____ Email _____

Preferred Disaster Debris Management Site Criteria

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

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

Anticipated Site Activities

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

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

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

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

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

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

Summary Listing of Web Resources

FEMA

FEMA Debris Management Guide: <http://www.fema.gov/public-assistance-local-state-tribal-and-non-profit/debris-management-guide>

FEMA Public Assistance Guidance: <http://www.fema.gov/government/grant/pa/policy.shtm>

US Army Corps of Engineers Emergency Response Portal:

<https://eportal.usace.army.mil/sites/ENGLink/DebrisManagement/default.aspx>

MEMA

<http://www.mass.gov/eopss/agencies/mema/>

MassDEP

Disaster Debris Management Web Page (includes links to state debris plan, local government guidance and state disaster debris contracts):

<http://www.mass.gov/dep/recycle/laws/policies.htm#disaster>

List of Solid Waste, Composting, and C&D Processing Facilities:

<http://www.mass.gov/eea/agencies/massdep/recycle/regulations/waste-and-recycling-policies-and-guidance.html#3>

Finding Recycling Facilities

<http://www.mass.gov/eea/agencies/massdep/recycle/solid/>



Commonwealth of Massachusetts
Executive Office of Energy & Environmental Affairs

Department of Environmental Protection

One Winter Street Boston, MA 02108 • 617-292-5500

DEVAL L. PATRICK
Governor

MAEVE VALLELY BARTLETT
Secretary

DAVID W. CASH
Commissioner

Massachusetts Local Disaster Debris Management Plan Checklist Updated July 2014

This checklist is a companion document to the Massachusetts *Disaster Debris Management Planning: An Introduction for Local Government Officials* guide located at <http://www.mass.gov/eea/agencies/massdep/recycle/regulations/waste-and-recycling-policies-and-guidance.html#3>. The purpose of this checklist is to assist local governments in identifying important elements to include in a disaster debris management plan. For in-depth guidance on developing a plan, please refer to the updated FEMA 325 Debris Management Guide, which is posted on the FEMA Debris Management web page at <http://www.fema.gov/pdf/government/grant/pa/demagde.pdf>

If you have comments, questions, or suggestions or would like assistance working on a local disaster debris management plan, please contact the MassDEP or MEMA staff listed below.

MassDEP

John Fischer, (617) 292-5632, john.fischer@state.ma.us

MEMA

Mike Philbin, (508) 820-2008, mike.philbin@state.ma.us

This information is available in alternate format. Call Michelle Waters-Ekanem, Diversity Director, at 617-292-5751. TDD# 1-866-539-7622 or 1-617-574-6868
MassDEP Website: www.mass.gov/dep

Printed on Recycled Paper

LOCAL GOVERNMENT ROLES AND RESPONSIBILITIES

Does your plan do the following:

- ☐ Establish a debris management team?
 - ☐ Outline who is responsible for the functions identified? The following lists some of the major roles and types of staff that have typically been responsible for that function, although staffing will vary by community:
 - ☐ Pre-planning: This includes forecasting debris quantities, identifying local government and contractor resources, establishing a master street map and recommended debris collection routes, and identifying a debris management site(s) (*operations, contracting, planning*)
 - ☐ Estimating post-disaster debris quantities (*operations, Debris Management Site project manager, monitors and safety personnel*)
 - ☐ Local incident command: Overseeing debris management activities as part of the overall disaster response.
 - ☐ Conducting response activities (*administration, operations, engineering, contractors*)
 - ☐ Conducting recovery activities (*administration, operations, engineering, contractors*)
 - ☐ Monitoring and tracking costs for reimbursement purposes (*planning, administration, monitors*)
 - ☐ Managing reimbursement with state and federal government (*contracting, administration*)
 - ☐ Communicating with state and federal emergency management officials (*local incident command, operations, public information staff*)
 - ☐ Preparing public information and outreach (*public information staff*)
 - ☐ Managing and overseeing any applicable contractors, including what duties contractors will be responsible for (*contracting, operations, engineering*)
 - ☐ Establishing or updating mutual aid agreements with adjacent and other nearby towns (*administration, legal*)
 - ☐ Ensuring that health and safety procedures are in accordance with State/local health and safety standards/requirements (*administration, legal*).
 - ☐ Establish an organizational chart with names and contact numbers for distribution to the planning staff?
 - ☐ List information in different formats (i.e., paper and electronic) and in multiple locations?
-

GENERAL DEBRIS MANAGEMENT PLANNING

- ☐ Have you coordinated with MassDEP and MEMA on the development of your debris plan?

Does your plan do the following:

- ☐ Address health and safety procedures in accordance with State/Local health and safety standards/requirements?
- ☐ Include a schedule to train staff and others on the debris management plan?
- ☐ Include a debris collection and management site hazard analysis? (see FEMA's Public Assistance: Debris Management Guide – 325, Appendix E: Debris Collection and Management Site Hazard Analysis at:
<http://www.fema.gov/pdf/government/grant/pa/demagde.pdf>)
- ☐ Identify equipment and other resources that could be shared among neighboring municipalities? Does the community have mutual aid agreements with other communities?
- ☐ Identify local ordinances that may apply to debris management activities?
- ☐ Identify procedures for acquiring required regulatory permits or other approvals?
- ☐ Ensure that debris management planning is addressed in the jurisdiction's Comprehensive Emergency Management Plan?
- ☐ Include a schedule to update the debris management plan?

DEBRIS QUANTITIES AND TYPES

Does your plan do the following:

- ☐ Forecast the type and quantity of debris to better determine the required response and recovery resources, number and size of storage and reduction sites, and the final disposition of the disaster-related debris. A community may plan and forecast using existing and historical information, or, they can also use the USACE model for hurricanes (see the US Army Corps of Engineers Hurricane Debris Estimating Model at <http://www.usace.army.mil/Missions/EmergencyOperations/DisasterImpactModels.aspx>) Even though all disasters are different and there are many variables that can affect debris estimates, if the community plans for a class 3-hurricane, in Massachusetts, that will likely be the worst-case scenario.
- ☐ Address the basis for planning, which includes assumptions for various events and forecasting/modeling for debris volumes? Does the plan use historical or existing information, or, does it use the USACE forecasting model?
- ☐ Identify the overall debris estimate total for a class 3 hurricane? If included, specify here
_____ *cubic yards*

- ☐ Consider the different types of debris? For a list of debris types see the MassDEP's *Disaster Debris Management Planning: An Introduction for Local Government Officials* guide located at <http://www.mass.gov/eea/agencies/massdep/recycle/regulations/waste-and-recycling-policies-and-guidance.html#3>
-
-

DEBRIS CLEARANCE AND COLLECTION PLAN

Does your plan do the following:

- ☐ Include priorities for the clearance of debris and outline a response operation, including mapping critical facilities and anticipated concentrations of debris?
- ☐ Include priorities for collection of debris? What collection options does the plan include? (you may check more than one)
- ☐ Curbside collection through existing solid waste and recycling contractors
 - ☐ Additional clearance and collection routes for certain types of debris (e.g., white goods or electronics, vehicles)
 - ☐ Collecting material at existing or temporary additional drop-off centers
 - ☐ Residents self-hauling material directly to debris management sites
 - ☐ Relying on the state disaster debris management contract (HLS03) if local resources are fully utilized.
- ☐ Identify all local resources that may be available to assist with debris collection and management?
- ☐ Outline contracting needs/operations to be outsourced?
- ☐ Emphasize debris separation to maximize recycling, composting, and other diversion from disposal throughout all stages of debris management?
- ☐ Identify a process for the collection of any materials that require separation (e.g., hazardous waste, white goods, vehicles)?
- ☐ Address monitoring of the debris pickup sites?
-
-

DEBRIS DESTINATIONS AND DEBRIS MANAGEMENT SITES (DMS)

Does your plan do the following:

- ☐ Include an estimate of the number of acres of debris management sites needed to handle the given quantities of debris? (To estimate debris site storage requirements from a hurricane, see the US Army Corps of Engineers Hurricane Debris Estimating Model at <http://www.usace.army.mil/Missions/EmergencyOperations/DisasterImpactModels.aspx>

*Estimated Acreage Needed*_____

- ☐ Identify all recycling, composting, C&D processing, and other diversion outlets within reasonable shipping range, as well as transfer stations, landfills and other municipal waste combustors that can be used?
- ☐ Include priorities for clearance, collection, and disposal of debris?
- ☐ Include a process for the management of hazardous waste and/or white goods?
- ☐ Design the necessary environmental controls for hazardous waste at the collection centers, such as liners and berms?
- ☐ List a selected DMS site(s) that meets the preferred selection criteria set by MassDEP? If it is not possible to meet all the criteria, sites that meet the criteria as closely as possible should be selected. (For preferred selection criteria in Massachusetts, see MassDEP's *Disaster Debris Management Planning: An Introduction for Local Government Officials* guide located at <http://www.mass.gov/eea/agencies/massdep/recycle/regulations/waste-and-recycling-policies-and-guidance.html#3>).
- ☐ Address notification to MassDEP of the proposed DMS site location(s)?
- ☐ Address local, state, and federal DMS environmental requirements? (Local requirements may vary. For State requirements, see MassDEP's *Disaster Debris Management Planning: An Introduction for Local Government Officials* guide located at <http://www.mass.gov/eea/agencies/massdep/recycle/regulations/waste-and-recycling-policies-and-guidance.html#3>. For other requirements see FEMA's Public Assistance: Debris Management Guide – 325: <http://www.fema.gov/pdf/government/grant/pa/demagde.pdf>) Particular issues to consider include:
- ☐ Necessary permits or permission to operate
 - ☐ Baseline data for each location that includes photos and identification of any existing contamination
 - ☐ Proper ingress and egress routes for each site
 - ☐ Site layout and the proper flow of debris throughout the site
 - ☐ Proper site preparation

- ☐ A process to consolidate materials for recycling
- Volume reduction methods and procedures?
- ☐ For Chipping?
 - ☐ For Burning? (only with prior written approval from MassDEP)
 - ☐ Disposing of materials that cannot be diverted?
 - ☐ Include an environmental monitoring program? Are there sample debris monitor reports?
 - ☐ Have a site closure plan?
- ☐ Whether the locality will contract out operation of the DMS? If so, are there clear contracting terms on proper management of the site?
-

PRIVATE PROPERTY DEMOLITION AND DEBRIS REMOVAL

Does your plan address the following:

- ☐ Authority and processes for private property debris removal including condemnation criteria and procedures? Does it include:
- ☐ Legal documentation
 - ☐ Demolition permitting
 - ☐ Inspection authority
 - ☐ Hazardous waste removal authority
-

CONTRACTING

Does your plan do the following:

- ☐ Identify contractor resources necessary to conduct disaster debris management work if local resources are overwhelmed? (Note: State contract # “HLS03” provides disaster debris management services that can be accessed by cities and towns at their cost.) You may also choose to rely on an existing contract (e.g., trash and recycling collection, hazardous product collections) for some services. For more information:
- Visit www.commbuys.com
 - Select the Contract & Bids Search
 - Click on Contracts/Blankets
 - In Contract/Blanket Description enter “HLS03”
 - Click “Find It”

COMMUNICATION AND OUTREACH

Does your plan do the following:

- ☐ Address the dissemination of information to the general public and media?
- ☐ Identify and outline alternative outreach channels that can be used? *Please list:* _____
- ☐ Include pre-scripted information (e.g., fliers explaining collection and separation procedures, emergency contact information, etc...)?

FUNDING, REIMBURSEMENT, MONITORING, AND RECORD KEEPING

Does your plan do the following:

- ☐ Outline funding mechanisms for debris management?
- ☐ Include monitoring report procedures and forms as listed in the appendices of the FEMA's Public Assistance: Debris Management Guide – 325:
<http://www.fema.gov/pdf/government/grant/pa/demagde.pdf>?
Note that state contract # “HLS02” provides disaster debris monitoring services that can be accessed by cities and towns at their cost.

APPENDIX L: SAMPLE RIGHT OF ENTRY (ROE) FORM

Right of Entry Form

Contractor Name: _____

Address: _____

Tel. Number: _____

RIGHT OF ENTRY – WITHOUT PREJUDICE

Owner(s) of Record: Property owners name

Address: (address of property)

Permission is hereby given to the above contractor to enter upon my property to make drainage repairs and improvement as discussed on such and such date and other details that might be pertinent

This entry to be made without prejudice to my rights in settlement of claims for damages that may hereafter appear.

Granted by:

Owner(s) or Authorized Representative

Date

Contractor Signature – Title

Date

Printed Name & Title Above

APPENDIX M: MassDEP SITE APPROVAL LETTER

INSERT LETTER

APPENDIX N: MEMA AND FEMA ACCEPTANCE LETTERS

INSERT LETTERS

APPENDIX 0: REGIONAL AGENCY ADOPTION LETTERS

INSERT LETTERS

APPENDIX P: MUNICIPAL ENDORSEMENTS

- 1) Certificate Of Adoption**
- 2) FEMA Public Assistance Alternative Procedures Pilot Program For Debris Removal Acknowledgement; December 13, 2013**

<TOWN LETTERHEAD>

CERTIFICATE OF ADOPTION

CITY OF/ TOWN OF, MASSACHUSETTS

BOARD OF SELECTMEN/ CITY COUNCIL/MAYOR

**A RESOLUTION ADOPTING THE CITY OF/ TOWN OF
FRANKLIN COUNTY DISASTER DEBRIS MANAGEMENT PLAN**

WHEREAS, the City of/ Town of has reviewed the Franklin County Disaster Debris Management Plan developed by the Franklin Regional Council of Governments; and

WHEREAS, the Franklin County Disaster Debris Management Plan contains information about pre-certified Disaster Debris Management Sites and guidelines and procedures to assist in the recovery from potential impacts from multiple hazards in the City of/ Town of, and will enable the Town to benefit from the increased cost share adjustments available under the FEMA Public Assistance Alternative Procedures (PAAP) Pilot Program for Debris Removal, and

WHEREAS, a duly-noticed public meeting was held by the Board Of Selectmen/ City Council/Mayor on Date, and

WHEREAS, the City of/ Town of authorizes responsible departments and/or agencies to execute their responsibilities demonstrated in the plan, and

NOW, THEREFORE BE IT RESOLVED that the City of/ Town of Board Of Selectmen/ City Council/Mayor /other authorized elected official, adopts the Franklin County Disaster Debris Management Plan.

ADOPTED AND SIGNED this Date.

Name(s)

Title(s)

Signature(s)

ATTEST:

Public Assistance Alternative Procedures Pilot Program for Debris Removal Acknowledgement

In accordance with the Sandy Recovery Improvement Act of 2013, the Federal Emergency Management Agency (FEMA) is implementing alternative procedures for the Public Assistance (PA) Program through a pilot program.

As a representative of the Subgrantee, we elect to participate in the following:

- ☐ Accelerated debris removal - increased federal cost share (sliding scale)
 - ☐ Recycling Revenue (Subgrantee retention of income from debris recycling without a grant offset)
 - ☐ One-time incentive for a FEMA-accepted debris management plan and identification of at least one pre-qualified contractor
 - ☐ Reimbursement of straight time force account labor costs for debris removal
1. The pilot is voluntary, and the Subgrantee must apply the selected alternative procedures to all of its debris removal subgrants.
 2. For the sliding scale, the Subgrantee accepts responsibility for any costs related to debris operations after six months from the date of the incident unless, based on extenuating circumstances, FEMA grants a time extension.
 3. The Subgrantee acknowledges that FEMA may request joint quantity evaluations and details regarding Subgrantee operations necessary to assess the pilot program procedures.
 4. All contracts must comply with local, State, and Federal requirements for procurement, including provisions of 44 CFR Part 13.
 5. The Subgrantee must comply with all Federal, State and local environmental and historic preservation laws, regulations, and ordinances.
 6. The Office of Inspector General may audit any Subgrantee and/or subgrant.
 7. Once a subgrant is awarded/obligated using a debris removal alternative procedure, the subgrant cannot revert back to standard program procedures.

Signature of Subgrantee's Authorized Representative

Date

Printed Name and Title

Subgrantee Name

PA ID Number

- ☐ We elect to **not** participate in the Alternative Procedures for Debris Removal.

APPENDIX Q: FEMA PUBLIC ASSISTANCE FORMS

The following forms are available in the Forms Library on the FEMA Web site:

<https://www.fema.gov/forms>

FEMA Form 90-49 Request for Public Assistance (Pre-application)

FEMA Form 90-61 Hazard Mitigation Proposal (HMP):
www.fema.gov/media-library/assets/documents/11991

FEMA Form 90-91 Project Worksheet (Subgrant Application)

NOTE: The Electronic Project Worksheet (PW) previously utilized is no longer valid. ALL PWs MUST be entered directly into EMMIE. The following forms may be used to assist in data collection for data entering into EMMIE.

FEMA Form 90-91A Project Worksheet – Damage Description and Scope of Work Continuation Sheet

FEMA Form 90-91B Project Worksheet – Cost Estimate Continuation Sheet

FEMA Form 90-91C Project Worksheet – Maps and Sketches Sheet

FEMA Form 90-91D Project Worksheet – Photo Sheet

FEMA Form 90-118 Validation Worksheet

FEMA Form 90-119 Project Validation Form

FEMA Form 90-120 Special Consideration Questions

FEMA Form 90-121 Private Nonprofit (PNP) Facility Questionnaire

FEMA Form 90-122 Historic Review Assessment for Determination of Adverse Effect

FEMA Form 90-123 Force Account Labor Summary Record

FEMA Form 90-124 Materials Summary Record

FEMA Form 90-125 Rented Equipment Summary Record

FEMA Form 90-126 Contract Work Summary Record

FEMA Form 90-127 Force Account Equipment Summary Record

FEMA Form 90-128 Applicant's Benefits Calculation Worksheet



FACT SHEET

9580.5

ELEMENTS OF A PROJECT WORKSHEET

Overview

This Fact Sheet outlines the types of and order in which necessary documentation should be compiled to support a Project Worksheet (PW). It will be used to promote consistency in PW preparation by Public Assistance staff nationwide. The provision of timely, thorough, and accurate documentation will facilitate PW uniformity and expedite data entry, Quality Assurance/Quality Control (QA/QC), the obligation of funds, and eventual project closeout. States may require additional documentation applicable to sub-grantees.

PW Documentation

To facilitate efficient review and processing of PWs by Joint Field Office (JFO) staff, PW writers should compile all PW documentation (refer to Figure 1 and subsequent explanations) in the same order. Every PW must contain the required support documentation to substantiate the scope of work being funded. The scope of work documents *"work completed"* and/or *"work to be completed."*

Records for eligible *"work completed"* costs incurred should be included in summary format, and may include: labor, materials from inventory, materials purchased, equipment owned, equipment rented, services purchased (e.g., engineering), labor benefits, labor policies, etc. The format should follow (and must include all of the information indicated on) FEMA Forms 90-123 through 90-128, even if the Applicant elects not to use the FEMA forms. Source documentation, such as copies of time sheets, payroll records, and invoices should not be attached to a PW; instead, the PW writer should sample and note in the general comments section the percentage of source documents verified and percentage of errors. However, source documentation must be available for final closeout, audits, or other required follow-up actions. An Applicant is responsible for maintaining support documentation per 44 CFR Part 13.

Records for *"work to be completed"* should include detailed information that supports the estimated costs.

DISASTER ASSISTANCE FACT SHEET DAP9580.5

ELEMENTS OF A PROJECT WORKSHEET

Documentation for the PW should be compiled in the following order:

1. **Project Worksheet Cover** – FEMA Form 90-91. The PW is the primary form used to document the project and includes the location, damage description and dimensions, scope of work, and cost estimate for each project.
 - a. *Location*
 - i. Identifies location of all damages using addresses and/or proximity to landmarks.
 - ii. Includes latitude and longitude of the project, if known.
 - b. *Damage Description*
 - i. Describes the damage, including the cause of the damage.
 - ii. Quantifies specific disaster-related damages or emergency services provided.
 - iii. Quantifies specific non-disaster-related damages, if applicable.
 - c. *Scope of Work*
 - i. Describes the work necessary to remove and dispose of disaster-related debris, conduct emergency response measures, or repair or replace a disaster-damaged facility to pre-disaster condition.
 - ii. Documents the percentage of “work completed” and/or “work to be completed.”
 - iii. Describes the basis for the cost estimate.
 - iv. Quantifies eligible costs.
 - v. Describes any Special Considerations that affect the scope of work.
 - vi. Documents ineligible work and associated costs.
 - d. *Cost Estimate*
 - i. Summarizes actual costs incurred or expected for the project.
 - ii. Identifies unit prices.
 - iii. Documents total project cost.
2. **Damage Description and Scope of Work Continuation Sheet** – FEMA Form 90-91A. Used, if necessary, to expand the PW blocks for damage quantities and description, scope of work, and cost extensions.
3. **Project Worksheet – Cost Estimating Continuation Sheet** – FEMA Form 90-91B. Includes Cost Estimating Format (CEF) worksheets for large permanent work projects. If the CEF is not applicable, the basis for the cost estimate should be clearly denoted in the scope of work.

DISASTER ASSISTANCE FACT SHEET DAP9580.5

ELEMENTS OF A PROJECT WORKSHEET

4. **Special Considerations Questions** – FEMA Form 90-120.
5. **Hazard Mitigation Proposal (HMP)** – FEMA Form 90-61. Hazard mitigation applies to Categories C through G. In addition to the HMP itself, the proposal should include any documentation supporting the recommendation.
6. **Force Account Labor Summary Record** – FEMA Form 90-123.
7. **Applicant's Benefits Calculation Worksheet** – FEMA Form 90-128.
8. **Force Account Equipment Summary Record** – FEMA Form 90-127.
9. **Rented Equipment Summary Record** – FEMA Form 90-125.
10. **Materials Summary Record** – FEMA Form 90-124.
11. **Contract Work Summary Record** – FEMA Form 90-126.
12. **Contract Documentation** – Minimum documentation for contracted work should include: contract cover sheet or sheets, those portions of the contract defining principal parties, units of work bid, unit costs, and any other contract stipulations affecting scope of work or costs. Any addendums or extra work orders should be included, as well as procurement documentation indicating scope of work of the contract, number of bidders, and unit cost or lump sum bid by each bidder. If a bidder is disqualified, include an explanation. Frequently, a large portion of the contract defines general conditions. This portion of the contract is not required as an attachment, but should be maintained by the Applicant as source documentation.
13. **Insurance Information** – Attach only the information specific to the PW. This may include the Detailed Adjuster's Report, Statement of Loss, binders, settlement offers, insurance estimates, technical/engineering reports prepared by insurance company or adjuster, etc. In cases where several projects are covered by the same insurance policy, the information should be cross-referenced in the PW and the policy maintained in the Applicant's central file.
14. **Project Worksheet Maps and Sketches Sheet** – FEMA Form 90-91C. Used, as needed, to illustrate disaster-related damages, completed work, and proposed repairs. Limit attachments to 8.5 x 11-inch pages. If pages larger than 8.5 x 11 inches are required, they should be identified in the PW (title, date, preparer, number of sheets, etc.). Include a copy of the Flood Insurance Rate Map (FIRM) location and other site location maps.
15. **Project Worksheet Photo Sheet** – FEMA Form 90-91D. Used, as necessary, to illustrate and describe general project site conditions, disaster related damages, site irregularities, conditions relating to

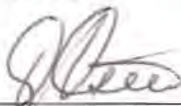
DISASTER ASSISTANCE FACT SHEET DAP9580.5

ELEMENTS OF A PROJECT WORKSHEET

damaged elements, facility identification (e.g., front gate or building signs), and completed work, or to demonstrate the presence of an immediate threat.

16. **Other Documentation** – Other information as required (e-mails, communications, etc.).
17. **Do Not Copy/Scan Sheet** – Back up documentation behind this sheet is not scanned into the database.
18. **Materials Back up Documentation** – If applicable, may include:
 - a. Engineering/technical reports that were considered in eligibility determinations. Reference such reports in the PW's scope of work by title, subject, date, preparer, pages, etc.
 - b. Source documentation sampled by the PW writer, such as copies of time sheets, payroll records, and invoices.
 - c. Applicable codes and standards, if a code upgrade is triggered. A copy of the code/standard, a copy of the legal action (resolution, ordinance, etc.) formally adopting the code/standard, and/or amendments or annexes to the code/standard should be submitted and referenced in the PW scope of work.
 - d. Lease or rental agreements for facilities rented *by* an eligible Applicant or rented *to* an eligible Applicant. If insurance is required as part of the agreement, refer to the insured item.
 - e. Facility maintenance records are required for: roads (if condition or usage is questionable), engineered channels (other than flood control works), debris basins and reservoirs where debris removal is contemplated, beaches where repair to an engineered beach is contemplated, and other facilities requiring maintenance to ensure proper function or that capacity has been maintained.
 - f. Facility inspection/safety reports for bridges.
 - g. Mutual aid agreements (referenced in the body of the PW).

For more information on writing and compiling documentation for a PW, please refer to FEMA's *Public Assistance Program Project Worksheet Development Guide*.



Carlos J. Castillo
Assistant Administrator
Disaster Assistance Directorate

12/17/24
Date

Attachment

DISASTER ASSISTANCE FACT SHEET DAP9580.5

ELEMENTS OF A PROJECT WORKSHEET

Attachment

ELEMENTS OF A PROJECT WORKSHEET	Attached	
	Yes	No
1. Project Worksheet Cover – FEMA Form 90-91		
2. Damage Description and Scope of Work Continuation Sheet – FEMA Form 90-91A		
3. Project Worksheet – Cost Estimating Continuation Sheet – FEMA Form – 90-91B		
4. Special Considerations Questions – FEMA Form 90-120 (as applicable)		
5. Hazard Mitigation Proposal – FEMA Form 90-61 (as applicable)		
6. Force Account Labor Summary Record – FEMA Form 90-123		
7. Applicant's Benefits Calculation Worksheet – FEMA Form 90-128		
8. Force Account Equipment Summary Record – FEMA Form 90-127		
9. Rented Equipment Summary Record – FEMA Form 90-125		
10. Materials Summary Record – FEMA Form 90-124		
11. Contract Work Summary Record – FEMA Form 90-126		
12. Contract Documentation		
13. Insurance Information		
14. Project Worksheet Maps and Sketches Sheet – FEMA Form 90-91C		
15. Project Worksheet Photo Sheet – FEMA Form 90-91D		
16. Other Documentation		
17. Do Not Copy/Scan Sheet		
18. Materials Back up Documentation		