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**RECOVERY PLAN - SECTION IV
ANNEX C
DEBRIS CLEARANCE**

I. PURPOSE

This section describes the procedures and responsibilities of Boulder County/City of Boulder in providing debris clearance services following a disaster.

II. GENERAL INFORMATION

Major emergencies/disasters create a large amount of debris and wreckage which must be cleared from public and private property as part of the response and recovery process. Boulder County/City of Boulder initially responds to debris clearance needs on public property. Debris clearance from private property is the responsibility of the landowner. Along with local government resources, commercial and private equipment and personnel should be incorporated into this recovery effort. This response should be in an orderly and coordinated manner. In the case of a "State Emergency" or "Major Disaster", state or federal agencies may provide assistance and indemnification to the removal agency. In a "Major Disaster", debris removal beyond the capability of local and state agencies may be accomplished through direct federal assistance.

- C Debris clearance must be closely coordinated with search and rescue efforts. Especially in those cases where victims may be trapped within the debris. In such cases, debris clearance will be a support activity to the search and rescue function.
- C Health and safety of personnel conducting debris clearance must be considered with high priority when clearing debris in contaminated areas where the threat may be from chemical, radiological, or toxic life threatening materials.
- C Problems of debris clearance may become intense and large scale. Clean-up may be initially dependent on individual action with government support following when other higher priority actions have been addressed.
- C Debris clearance on state or federally owned property is the responsibility of that respective level of government.

- C If the requirement for resources is beyond the capabilities of local and state government combined, federal assistance is requested, and, when authorized, is coordinated, integrated, and facilitated by the State Department of Highways acting as the State Coordinating Agency for debris clearance.

III. RESPONSIBILITIES

Boulder County Transportation Director and City of Boulder Public Works/Utilities Directors will:

Develop plans to provide debris clearance service using local government equipment and personnel. These plans should include:

- _____ Designation of a debris clearance coordinator.
- _____ Identification of local agencies to be used.
- _____ Method of recording costs of debris clearance operations.
- _____ Procedures for requesting and facilitating state and federal assistance in clearance operations.
- _____ Integration of commercial and private resources.
- _____ Procedures on how debris on private property will be addressed.
- _____ Securing right of entry agreements from affected property owners.

Boulder County Building Inspection and City of Boulder Inspection Services will:

- _____ Provide for inspection and condemnation of damaged private and public structures when these structures create a hazard to public health and safety.

Boulder County Health Department Will:

- _____ Provide for inspection for malfunctioning septic systems, contaminated food sources and assist in locating alternative drinking water sources.

Boulder County Road Maintenance Supervisors and City of Boulder Street Maintenance will:

- _____ Provide immediate clearance of major thoroughfares and removal of debris to permit

emergency rescue operations and movement of emergency vehicles and supplies.

Emergency Management Director will:

_____ Request state assistance, if needed.

_____ Provide the "Right of Entry" agreement forms to the Debris Clearance Coordinator.

State Department of Highways will:

If federal assistance is authorized, State Department of Highways, acting as State Coordinating Agency for debris clearance will coordinate, integrate, and facilitate the utilization of federal resources, to include:

_____ Assisting in securing bids for debris clearance from private contractors, if private contractors are to be used.

_____ Providing liaison between the Federal Responding Agency (Normally Corps of Engineers) and local government.

_____ Securing appropriate legal authority and release from liability from local and state governments to enable the federal government to conduct debris clearance operations on public land.

_____ Arrange for unconditional authorization and indemnification for federal agencies conducting debris clearance operations.

_____ Arrange for "Right of Entry" agreements from private property owners.

RIGHT OF ENTRY AGREEMENT

I(We), _____

_____ the owner(s) of the property commonly identified at

_____ (Street - Attach legal description if available) _____ (City or Town)

_____ County, State of Colorado, do hereby grant and give freely and without coercion whatsoever, the right of access, entry and use of and to said property to the City of _____ County of _____, State of Colorado, their agencies, contractors, and subcontractors thereof, for the purpose of inspecting, removing and clearing any and all storm-generated debris of whatever nature from the above described property as may be necessary in the accomplishment of the foregoing.

It Is Fully Understood That This Permit Is Not An Obligation To Perform Debris Clearance.

The undersigned agrees and warrants to hold harmless _____, _____

_____ (City) _____ (County)

State of Colorado, their agencies, contractors and subcontractors, for any damage of any type whatsoever either to the above described property or persons situated thereon and hereby release, discharge and waive any and all action, either legal or equitable which might arise out of any use of activities on the above described property. The property owner(s) reserves the right to mark all or any storm damaged sewer lines, water lines, and other utility lines to be used as future reference points.

I(We) (have _____ have not) _____ (will _____, will not) _____ receive any compensation for debris removal from any other source including SBA, ASCS, private insurance, or any other Public Assistance Program. For the considerations and purposes set forth herein, I hereby set my hand and seal this _____ Day of _____, 19____.

(Witness)

(Owner/Owners)

(Owner/Owners)

(Current Address)

(Current Telephone Number)

NOTE: This agreement must be completed prior to entry on private property for purposes of conducting emergency or disaster work.

AUTHORIZATION FOR REMOVAL OF DEBRIS

I(We), _____ the owner(s) of the property commonly

identified at _____

_____ (Street) _____ (City/Town) _____ (County)

State of Colorado, do hereby authorize that _____

_____ (City/Town/District) _____ (County)

State of Colorado, or its contractors or subcontractors to conduct the removal of structures or debris, located on the above described property except _____.

I(We) make this authorization because I (We) desire to volunteer this property without compensation, recognizing that it presents a potential hazard to the public safety, health or welfare.

The undersigned agree and warrant to hold harmless the _____ and the

State of Colorado, including their agencies, contractors and subcontractors, for any damage of any type whatsoever either to the above described property or persons situated thereon and hereby release, discharge and waive any and all action, either legal or equitable which might arise out of any use or activities on the above described property.

For the considerations and purposes set forth herein, I hereby set my hand and seal this _____

Day of _____, 19____.

(Witness)

(Owner/Owners)

(Owner/Owners)

(Current Telephone Number)

NOTE: A Right of Entry Agreement must be negotiated at each site before work can start.