# Avoiding Total Disaster: The Law and Emergencies

Disaster Preparedness Training for Local Government Legal Advisors

# Playbook; After A Crisis Parts 11-15

- Part 11: Terminating Disaster\Emergency
- Part 12: City Attorney County Counsel Specific Items
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COUNTY COUNSELS' ASSOCIATION

LEAGUE OF CALIFORNIA CITIES

# Avoiding Total Disaster: The Law and Emergencies

Disaster Preparedness Training for Local Government Legal Advisors

## Introduction

Enclosed you will find over 150 documents — including draft resolutions, draft ordinances, and draft contracts — that city attorneys and county counsels can use when they encounter a disaster. This playbook is organized by topic and has been separated into 15 parts for ease of use.

The committee of attorneys who compiled the playbook suggest that you print the playbook as three binders; one binder for items you need before a disaster strikes (Parts 1 through 3), one binder for items you use during the "crisis" part of the event (Parts 4 through 10), and one binder for items needed after the immediate crisis has ceased (Parts 11 through 15). It is recommended that the "crisis" binder be printed in hard copy and kept somewhere that is easily accessible during an emergency.

You may want to have some documents in their original Word format for ease of use. County Counsels' Association members can contact (916) 327-7535 and League of California Cities members can contact (916) 658-8200 to request a Word copy, where available.

These materials are not offered as or intended to be legal advice. Readers are advised to seek the advice of an attorney when confronted with legal issues. Attorneys are advised to perform an independent evaluation of the issues raised in these materials.

# Avoiding Total Disaster: The Law and Emergencies

## Disaster Preparedness Training for Local Government Legal Advisors

## Acknowledgements

The Avoiding Total Disaster Playbook was designed to serve as a companion guide to the Avoiding Total Disaster conference held June 24, 2019 in Sacramento, CA, hosted by the County Counsels' Association of California and the League of California Cities, giving municipal lawyers a playbook they could turn to in a disaster or emergency scenario. Members of the planning committee for the conference recruited and compiled the documents found in the playbook, dividing them into three distinct volumes; before a crisis, during an emergency, and after a disaster.

We would like to acknowledge the following people, whose expertise in a wide range of specialties and experience in local government made this book possible.

**Verne Ball**, Deputy County Counsel, *County of Sonoma*

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**Gregory G. Diaz**, City Attorney, *City of Ventura*

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**Christi Hogin**, City Attorney, *Lomita, Malibu and Palos Verdes Estates*

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**Alison Leary**, Deputy General Counsel, *League of California Cities*

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Avoiding Total Disaster: The Law and Emergencies
Disaster Preparedness Training for Local Government Legal Advisors

# Disaster and Emergency Playbook

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# Avoiding Total Disaster: The Law and Emergencies

Disaster Preparedness Training for Local Government Legal Advisors

# Playbook Part 11

# Terminating Emergency

**RESOLUTION NO. 20__-___**

**A RESOLUTION OF THE [CITY COUNCIL OR BOARD OF SUPERVISORS] OF THE [CITY OR COUNTY] OF _____, CALIFORNIA, PROCLAIMING TERMINATION OF A LOCAL EMERGENCY**

WHEREAS, On _____, 20__, the [City or County]'s Director of Disaster Services issued a Proclamation Declaring the Existence of a Local Emergency, finding that conditions of extreme peril to the safety of persons and property within the [City or County] were caused by _____; and,

WHEREAS, Said Proclamation was ratified by Resolution of the [City Council or Board of Supervisors] on _____, 20__ which is within seven days of the Proclamation Declaring the Existence of a Local Emergency by [City or County]'s Director of Disaster Services; and,

WHEREAS, The [City Council or Board of Supervisors] reviewed the need for continuing the local emergency at least once every 60 days thereafter as required by Government Code Section 8630(c); and,

WHEREAS, The situation resulting from said conditions of extreme peril is now deemed to be within the control of the normal protective services, personnel, equipment, and facilities of and within the [City or County].

NOW, THEREFORE, BE IT RESOLVED, that the [City Council or Board of Supervisors] of the [City or County] of _____ does hereby proclaim the termination of said local emergency.

PASSED AND ADOPTED this ____ day of _____, 20__.

_____
[Mayor or Chair of the
Board of Supervisors]

ATTEST:

_____
[Name]
[City Clerk or Clerk of the Board of Supervisors]

APPROVED AS TO FORM

BY: _____
[Name] Date
[City Attorney or County Counsel]

**RESOLUTION NO. 20__-____**

**A RESOLUTION OF THE [CITY COUNCIL OR BOARD OF SUPERVISORS] OF THE [CITY OR COUNTY] OF _____, CALIFORNIA, CONFIRMING EXISTENCE OF A LOCAL EMERGENCY AND DECLARING AN END OF A LOCAL EMERGENCY**

**WHEREAS,** Chapter _____ of the [City or County] Municipal Code empowers the Director of Disaster Services to proclaim the existence or threatened existence of a local emergency when the [City or County] is affected or likely to be affected by a public calamity and the [City Council or Board of Supervisors] is not in session, subject to ratification by the [City Council or Board of Supervisors]; and,

**WHEREAS,** Conditions of extreme peril to the safety of persons and property have arisen within this [City or County], caused by _____, commencing on or about _____on the ____ day of _____, 20__, at which time the [City Council or Board of Supervisors] of the [City or County] was not in session; and,

**WHEREAS,** Said [City Council or Board of Supervisors] does hereby find that the aforesaid conditions of extreme peril did warrant and necessitate the proclamation of the existence of a local emergency; and,

**WHEREAS,** The Director of Disaster Services did proclaim the existence of a local emergency within said [City or County] on the _____ day of _____, 20__; and,

**WHEREAS,** The conditions which created the local emergency have now abated.

**NOW, THEREFORE, IT IS HEREBY RESOLVED AND ORDERED** that said local emergency is declared terminated by this

Resolution of the [City Council or Board of Supervisors] of the [City or County] of _____, State of California.

PASSED AND ADOPTED this ____ day of _____, 20__.

_____
_____, [Mayor or Chair of the Board of Supervisors]

ATTEST:

_____
[Name]
[City Clerk or Clerk of the Board of Supervisors]

APPROVED AS TO FORM

BY: _____
Name Date
[City Attorney or County Counsel]

**RESOLUTION NO. 20__-_____**

**A RESOLUTION OF THE [CITYCOUNCIL OR BOARD OF SUPERVISORS] OF THE [CITY OR COUNTY] OF _____, CALIFORNIA, PROCLAIMING THE EXISTENCE AND TERMINATION OF A LOCAL EMERGENCY**

WHEREAS, A local emergency presently exists in the [City or County] in accordance with the proclamation thereof by the Director of Emergency Services at _____ a.m./p.m. on the ____ day of _____ 20__, at which time the [City Council or Board of Supervisors] of the [City or County] was not in session, as a result of conditions of extreme peril to the safety of persons and property within the [City or County] caused by _____ _____; and,

WHEREAS, The situation resulting from said conditions of extreme peril is now deemed to be within the control of the normal protective services, personnel, equipment, and facilities of and within the [City or County].

NOW, THEREFORE, BE IT RESOLVED, that the [City Council or Board of Supervisors] of the [City or County] of _____ hereby ratifies the proclamation of a local emergency as declared by the Director of Emergency Services and the termination of the local emergency on _____, 20__ at _____.

PASSED AND ADOPTED by the [City Council or Board of Supervisors] of the [City or County] of _____ at a regular meeting held on the ____ day of _____ 20__, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

_____
[Mayor or Chair of Board of Supervisors]

ATTEST:

BY:_____
[City Clerk or Clerk of the Board of Supervisors]

(SEAL)

APPROVED AS TO FORM:

_____
[City Attorney or County Counsel] Date

**RESOLUTION NO. 20__-_____**

**A RESOLUTION OF THE [CITY COUNCIL OR BOARD OF SUPERVISORS] OF THE [CITY OR COUNTY] OF _____, CALIFORNIA, DECLARING AN END OF A LOCAL EMERGENCY**

**WHEREAS,** Chapter ____ of the [City or County] Municipal Code empowers the Director of Emergency Services to proclaim the existence or threatened existence of a local emergency when the [City or County] is affected or likely to be affected by a public calamity and the [City Council or Board of Supervisors] is not in session, subject to ratification by the [City Council or Board of Supervisors]; and,

**WHEREAS,** Conditions of extreme peril to the safety of persons and property have arisen within this [City or County], caused by_____, commencing on or about _____ on the _____ day of _____, 20__, at which time the [[City Council or Board of Supervisors] of the [City or County] was not in session; and,

**WHEREAS,** Said [City Council or Board of Supervisors] by Resolution 20__-__ found that the aforesaid conditions of extreme peril did warrant and necessitate the proclamation of the existence of a local emergency; and,

**WHEREAS,** The conditions which created the local emergency have now abated.

**NOW, THEREFORE, IT IS HEREBY RESOLVED AND ORDERED** that said local emergency is declared terminated by this Resolution of the [City Council or Board of Supervisors] of the [City or County] of _____, State of California.

/ / /

/ / /

**PASSED AND ADOPTED** by the [City Council or Board of Supervisors] of the [City or County] of _____at a regular meeting held on the _____day of _____, 20__, by the following called vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

_____
[Mayor or Chair of the Board of Supervisors]

ATTEST:

_____
[NAME]
[CITY CLERK or CLERK OF THE BOARD OF SUPERVISORS]

(SEAL)

APPROVED AS TO FORM:

_____
[NAME] Date
[CITY ATTORNEY OR COUNTY COUNSEL]

{City Council or Board of Supervisors] [City or County]

RESOLUTION NO. 20 - ___

A RESOLUTION OF THE [CITY COUNCIL OR BOARD OF SUPERVISORS] OF THE [CITY OR COUNTY] PROCLAIMING TERMINATION OF LOCAL EMERGENCY

WHEREAS, a Local Emergency existed in the [City or County] in accordance with the proclamation thereof by the Director of Emergency Services of the [City or County]on the _____day of _____, 20__, and its ratification by the [City Council or County Board of Supervisors] by Resolution No. _____ on the _____ day of _____, _____; and,

WHEREAS, the situation resulting from said conditions of extreme peril is now deemed to be within the control of the normal protective services, personnel, equipment, and facilities of and within the [City or County]; now, therefore,

IT IS HEREBY PROCLAIMED AND ORDERED by the [City Council or Board of Supervisors] of the [City or County] that said Local Emergency is hereby terminated.

[CITY COUNCIL OR BOARD OF SUPERVISORS] OF THE [CITY OR COUNTY] OF _____, STATE OF CALIFORNIA

By:_____
[Mayor or Chair of the Board of Supervisors]

ATTEST:

By:_____
[CITY CLERK OR CLERK OF THE BOARD OF SUPERVISORS]

(SEAL)

\\

\\

APPROVED AS TO FORM:

By:_____
[CITY ATTORNEY OR COUNTY COUNSEL] Date

**DECLARATION OF THE TERMINATION OF A LOCAL EMERGENCY**

WHEREAS, The Director of Disaster Services proclaimed the existence of a local emergency at _____ a.m./p.m. on the ____ day of _____ 20__, as a result of conditions of extreme peril to the safety of persons and property within the [City or County] caused by _____;
and,

WHEREAS, The Director of Disaster Services of the [City or County] does hereby find that the conditions necessitating a local emergency no longer exist.

NOW, THEREFORE, IT IS HEREBY PROCLAIMED, that the existence of a local emergency throughout the [City or County] is terminated as of the date set forth below.

_____ _____
Date and Time Director of Disaster Services

APPROVED AS TO FORM:

_____
[City Attorney or County Counsel] Date

# Avoiding Total Disaster: The Law and Emergencies

Disaster Preparedness Training for Local Government Legal Advisors

# Playbook Part 12

# County Counsel/City Attorney Specific Items

**[CITY OR COUNTY]**
OFFICE OF THE [CITY ATTORNEY OR COUNTY COUNSEL]

# EMERGENCY/DISASTER OPERATIONS SCHEDULE

[Month Year]

In the event that the [City Attorney's or County Counsel's] Office needs to support the emergency and/or disaster response services of the [City or County], the following attorney and staff will be assigned to work the shifts as set forth below:

| 7:00 am-4:00 pm | 8:00 am-5:00 pm | 4:00 pm-10:00 pm | 5:00 pm-12:00 am | 10:00 pm-7:00 am | 12:00 pm-8:00 am |
|---|---|---|---|---|---|
| | | | | * | |
| | | | | * | |
| | | | | * | |
| | | | | * | |
| | | | | * | |
| | | | | * | |
| | | | | * | |

*It is anticipated, subject to availability, that the [City Attorney or County Counsel] will be available for the first shift of any emergency or disaster situation.

**<u>[City Attorney or County Counsel] Department Contact Information</u>**:

| Name | Home Telephone | Alternate Telephone |
|---|---|---|
| | | |
| | | |
| | | |
| | | |
| | | |

| Shift | Day Shift - Attys | Day Shift - Support Staff | Afternoon Shift | Midnight Shift |
|---|---|---|---|---|
| **8-Hours** | **8 am - 4 pm** | **8 am - 4 pm** | **4 pm - midnight** | **midnight - 8 a.m.** |
| **Monday** | Atty 2 | 1/Staff 1<br>2/Staff 2<br>3/Staff 3 | Atty 3 | Atty 1 |
| **Tuesday** | Atty 5 | 1/Staff 2<br>2/Staff 3<br>3/Staff 1 | Atty 4 | Atty 6 |
| **Wednesday** | Atty 1 | 1/Staff 3<br>2/Staff 1<br>3/Staff 2 | Atty 2 | Atty 3 |
| **Thursday** | Atty 6 | 1/Staff 1<br>2/Staff 2<br>3/Staff 3 | Atty 5 | Atty 4 |
| **Friday** | Atty 3 | 1/Staff 2<br>2/Staff 3<br>3/Staff 1 | Atty 1 | Atty 2 |
| **Saturday** | Atty 4 | 1/Staff 3<br>2/Staff 1<br>3/Staff 2 | Atty 6 | Atty 5 |
| **Sunday** | Atty 2 | 1/Staff 1<br>2/Staff 2<br>3/Staff 3 | Atty 3 | Atty 1 |

## 12-Hour Shift

| Shift | Day Shift | | Afternoon Shift |
|---|---|---|---|
| **12-Hours** | **8 am - 8 pm** | | **8 pm - 8 am** |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

[NAME], State Bar No. _____
[City Attorney or County Counsel]
[NAME], State Bar No. _____
[City Attorney or County Counsel]
NAME, State Bar No. _____
[City Attorney or County Counsel]
[CITY OR COUNTY]
{Street address]
P.O. Box __
[City], California [zip code]
Telephone: _____
Facsimile: _____
[email address]
[email address]
[email address]

Attorneys for Petitioner
[CITY OR COUNTY]

**[Exempt from Filing Fee Pursuant to Gov't Code §6103]**

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF _____

| | |
|---|---|
| In re Emergency Application of [CITY OR COUNTY] EMERGENCY for Continuance and Stay of Litigation Matters | Case No.:<br><br>[CITY OR COUNTY]'S APPLICATION FOR SIXTY DAY STAY OF MATTERS FILED WITH THIS COURT AND CONTINUANCE OF TRIAL DATES PRESENTLY SET<br><br>**Assigned to Department _____** |

The [City or County] [("City or County")] respectfully submits this application for an ex parte order staying all matters in which the [City or County] is a party to _____, 20__. The

[City or County] also requests the court vacate all trial dates of matters in which the [City or County] is a party to _____, 20__, or as soon thereafter as the court deems proper.

The grounds for this application are that the _____ _____ which occurred on _____, 20__, has severely and adversely impaired the ability of the [City Attorney's or County Counsel's] office to handle litigation and other legal matters for which it is responsible. Specifically, as set forth in more detail in the accompanying Declaration of _____, [city staff attorneys or county staff counsel] have no work spaces nor access to computers, word processors, or litigation support staff, extremely limited access to "hard copy" files, no access to [City Attorney or County Counsel] calendaring systems; there is no mail distribution system; and, building safety engineers have declared the building in which the above mentioned functions and equipment were housed as being unsafe for at least ___ days.

In addition to the above set forth factors, the state of emergency presently in existence in the [City or County] required litigation unit attorneys to assist advisory unit attorneys in analyzing and responding to numerous requests for emergency legal advice from [City or County] departments and personnel coordinating the emergency response to the problems caused by the _____.

DATED: [Month] ___, 20__

OFFICE OF THE [CITY ATTORNEY or COUNTY COUNSEL]
[CITY OR COUNTY]

By:_____
Name
[City Attorney or County Counsel]
Attorneys for Petitioner
[CITY OR COUNTY]

PROOF OF SERVICE – Code of Civil Procedure, §1013a

**STATE OF CALIFORNIA, COUNTY OF _____**

I am employed in the County of _____, State of California; I am over the age of eighteen years and not a party to the within action; my business address is [street address], [City], California [zip code].

On _____, 20__, I served the foregoing document described as [CITY OR COUNTY]'S APPLICATION FOR SIXTY DAY STAY OF MATTERS FILED WITH THIS COURT AND CONTINUANCE OF TRIAL DATES PRESENTLY SET on all interested parties in this action by placing a true copy of the original in a sealed envelope addressed as follows:

- ❑ **By Mail** I caused such envelope to be deposited in the mail at Ventura, California. The envelope was mailed with postage thereon fully prepaid.
- ❑ **By Express Mail** I caused such envelope to be deposited in the mail at Ventura, California. The envelope was mailed with Express Mail postage thereon fully prepaid.
- ❑ **By Overnight Delivery** I caused such envelope to be sent via overnight delivery service. The envelope was deposited in or with a facility regularly maintained by the express service carrier with delivery fees paid or provided for.
- ❑ **By Personal Service** I delivered such envelope by hand to the offices of the addressee(s).
- ❑ **By Facsimile** I caused such document to be faxed to the addressee(s).
- ❑ **State** I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.
- ❑ **Federal** I declare that I am employed in the office of a member of the bar of this court at whose direction this service was made.

Executed on _____, 20__ at [City], California.

_____

[NAME], State Bar No. _____
[City Attorney or County Counsel]
[CITY OR COUNTY]
[Street address]
[City], California [Zip code]
Telephone: _____
Facsimile: _____
[email address]

Attorneys for _____
[CITY OR COUNTY]

**[Exempt from Filing Fee Pursuant to Gov't Code §6103]**

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF _____

| | |
|---|---|
| In re Emergency Application of [CITY OR COUNTY] OF _____ | ) Case No.: _____ |
| EMERGENCY for Continuance and Stay Of Litigation Matters | ) DECLARATION OF _____ ) IN SUPPORT OF APPLICATION ) FOR EMERGENCY 60-STAY OF ) MATTERS FILED WITH THIS COURT |

I, _____, do say and declare as follows:

1. I have personal knowledge of the facts set forth herein and could competently testify thereto, if called upon to do so in a court of law.

2. I am the [City Attorney or County Counsel] of the [City or County] of _____.

3. Due to the _____ which occurred on _____, 20__, the [City or County] of _____ has experienced a local emergency. The _____ [City Council or Board of Supervisors] has declared that a state of emergency exists in the [City or County] of _____. (See Exhibit A)

4. The [City or County] of _____'s building safety engineers have declared that the office of the [City Attorney or County Counsel] is inaccessible and will remain so for at least 60 days.

5. The office of the [City Attorney or County Counsel] has been damaged to the extent that it has been declared unsafe and employees are prohibited from working in said office.

6. The [City Attorney or County Counsel]'s staff, therefore, has virtually no access to its legal files, calendaring, office supplies and materials, computers, typewriters, word processors, and library materials.

7. In addition, the entire office of the [City Attorney or County Counsel] is currently without office space, mail, and telephone service.

8. Staff members are therefore unable to perform their duties, respond to motions, review case materials, or adequately prepare for court appearances.

9. Due to the state of emergency, our litigation attorneys are required to assist in handling the flood of requests for emergency legal services from the [City or County]'s various departments and personnel.

This declaration is made under penalty of perjury this ____ day of _____, 20__, at _____, California.

DATED: _____

OFFICE OF THE [CITY ATTORNEY OR COUNTY COUNSEL]
[CITY OR COUNTY]

By:_____
(Attorney_____
(Title)_____
Attorneys for Defendant
[City or County]

PROOF OF SERVICE – Code of Civil Procedure, §1013a

**STATE OF CALIFORNIA, COUNTY OF _____**

I am employed in the County of _____, State of California; I am over the age of eighteen years and not a party to the within action; my business address is [street address], [City], California 93002-0099.

On _____, I served the foregoing document described as **ANSWER TO COMPLAINT** on all interested parties in this action by placing a true copy of the original in a sealed envelope addressed as follows:

_____ Attorneys for plaintiff _____
_____
_____
_____

- ❑ **By Mail** I caused such envelope to be deposited in the mail at [City], California. The envelope was mailed with postage thereon fully prepaid.
- ❑ **By Express Mail** I caused such envelope to be deposited in the mail at [City], California. The envelope was mailed with Express Mail postage thereon fully prepaid.
- ❑ **By Overnight Delivery** I caused such envelope to be sent via overnight delivery service. The envelope was deposited in or with a facility regularly maintained by the express service carrier with delivery fees paid or provided for.
- ❑ **By Personal Service** I delivered such envelope by hand to the offices of the addressee(s).
- ❑ **By Facsimile** I caused such document to be faxed to the addressee(s).
- ❑ **State** I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.
- ❑ **Federal** I declare that I am employed in the office of a member of the bar of this court at whose direction this service was made.

Executed on [Month] ___, 20__ at [City], California.

_____

Name

## INTERNET RESEARCH SITES

| | |
|---|---|
| 9th Circuit U.S. Court of Appeals | https://www.ca9.uscourts.gov/opinions/ |
| Acronyms & Abbreviations | www.acronymfinder.com |
| Administrative Law Judges | www.dgs.ca.gov/oah/About.aspx |
| Aleshire & Wynder, LLP | www.awattorneys.com |
| Area Codes | http://www.allareacodes.com/ |
| Ask Jeeves | www.ask.com |
| Assembly | http://assembly.ca.gov/ |
| Attorney General's Opinions | http://ag.ca.gov/opinions/opinions-archive.php |
| Attorney Search | http://members.calbar.ca.gov/fal/membersearch/quicksearch |
| Best, Best & Krieger, LLP | https://www.bbklaw.com/ |
| Best Ratings | www.ambest.com |
| Brown Act; Open & Public; League of CA Cities | https://www.cacities.org/ |
| Brownley, Julia, Congresswoman | http://juliabrownley.house.gov/ |
| Burke, Williams & Sorensen, LLP | http://bwslaw.com/ |
| Calendar – Calculate # Days Between 2 Dates | http://www.calendarhome.com/calculate/days-between-2-dates |

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| California Joint Powers Insurance Authority | http://cjpia.org/ |
| Central Coast Water Quality Control Board | http://www.swrcb.ca.gov/rwqcb3/ |
| CEQA | http://resources.ca.gov/ceqa/docs/2016_CEQA_Statutes_and_Guidelines.pdf |
| Code of Federal Regulations | http://www.ecfr.gov/cgi-bin/ECFR |
| Corporate Info. (Hoovers – Partially Free) | http://www.hoovers.com |
| Corporations & Partnerships | www.sos.ca.gov/business-programs/business-entities/cbs-search-tips/ |
| Court Rules/Forms/Dockets | www.llrx.com/courtrules/ |
| Daily Journal | www.dailyjournal.com |
| Dictionary & Thesaurus (Webster's) | https://www.merriam-webster.com |
| Expert Witnesses | www.experts.com OR http://expertpages.com |
| Fair Political Practices Commission | http://www.fppc.ca.gov/ |
| Find Law – Lawyers, etc. | http://findlaw.com/ |
| Find Law – CA Cases & Codes | https://caselaw.findlaw.com/california.html |
| Google | www.google.com |
| Immigration (U.S.) Information | https://www.uscis.gov/ |
| Insurance Companies | https://www.insurance.ca.gov/ |

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| Insurance Profiles; Verification of Companies | https://interactive.web.insurance.ca.gov/companyprofile/companyprofile |
| Judicial Council Forms | http://www.courts.ca.gov/ |
| Legal Dictionary | http://dictionary.findlaw.com |
| Lexis | www.lexis.com |
| License Look-Up | http://www2.dca.ca.gov/pls/wllpub/wllquery$.startup |
| Martindale-Hubbell | http://www.martindale.com/ |
| Municipal Code Sites | |
| Book Publishing Company | www.codebook.com |
| Municipal Code Corporation | https://www.municode.com/ |
| Neighborworks | http://www.neighborworks.org/ |
| Neighborhood Reinvestment Corporation | http://neighborworks.org/Community/Revitalization |
| OPR (Office of Planning Research Publications) | http://www.opr.ca.gov/publications.html |
| PERMA – Public Entity Risk Management Authority | http://www.perma.dst.ca.us/ |
| Public Works Contractor Prequalification Questionnaire | http://www.dir.ca.gov/prequal.htm |
| Robert's Rules of Order | http://www.robertsrules.org/ |
| Sign Law | www.signlaw.com |

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| State Legislative Inquiry | http://assembly.ca.gov/legislativebranch |
| State Water Resources Control Board | http://www.swrcb.ca.gov |
| The Appellate Counselor | http://www.appellate-counselor.com/resource/municode.htm |
| Ventura, City of | https://www.cityofventura.ca.gov/ |
| Ventura County Code | https://library.municode.com/ca/ventura_county/code_of_ordinances |
| Ventura County | https://www.ventura.org/ |
| Ventura County Association of Transportation | https://www.goventura.org/ |
| Ventura County Community College District | https://www.vcccd.edu/ |
| Ventura County Resource Conservation District | http://www.vcrcd.org/irrigation-related-programs/ |
| Ventura Municipal Code | https://library.municode.com/ca/san_buenaventura/codes/code_of_ordinances |
| Westlaw | www.westlaw.com |
| Zip Codes | http://www.usps.com/nationalpremieraccounts/findzipcodes.htm |
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# Avoiding Total Disaster: The Law and Emergencies

Disaster Preparedness Training for Local Government Legal Advisors

# Playbook Part 13

# Mutual Aid Agreements

# California Mutual Aid Region VI
# Intra-Region Cooperative Agreement
# For Emergency Medical and Health Disaster Services

This Agreement is made and entered into effective this _____day of _____, 2019 by and between the signatory counties of the California Governors' Office of Emergency Services (OES) Mutual Aid Region VI, that have executed this Agreement, including the Counties of Imperial, Inyo, Mono, Riverside, San Bernardino and San Diego (hereinafter referred to individually as the "County" and collectively as the "Counties") and shall take effect as provided in paragraph 2 below.

## RECITALS

WHEREAS, there exists a great potential for a medical and health emergency, disaster or catastrophic event capable of overwhelming local ability to respond to and recover from; and

WHEREAS, in preparation for this threat, the signatories of this document, singularly and severally, agree to assist any participating Counties by providing assistance to the extent it is reasonably available and possible without compromising each County's medical and health disaster responsibilities consistent with the Standardized Emergency Management System (SEMS); and

WHEREAS, the OES Region VI Regional Disaster Medical Health Coordinator (RDMHC), selected in accordance with California Health and Safety Code, Division 2.5, Section 1797.152 (a), is responsible for regional coordination of medical and health disaster assistance within OES Region VI when so requested by an affected County of Region VI; and

WHEREAS, each Medical Health Operational Area Coordinator (MHOAC), the Local Health Officer, and the Emergency Medical Services (EMS) Administrator, in accordance with California Health and Safety Code, Division 2.5, Section 1797.153, works in collaboration with their respective Operational Area Office of Emergency Services to follow Operational Area protocols and procedures; and

WHEREAS, each County is desirous of providing a reasonable and reciprocal exchange of services where feasible and appropriate; and

WHEREAS, this Agreement is made and entered into by and between the Counties for those agencies within their respective jurisdictions capable of providing emergency medical and health disaster services; and

WHEREAS, each County has emergency equipment and supplies which can be made available, in the spirit of cooperation and mutual assistance, under this Agreement; and

WHEREAS, each County enters into this Agreement for the prudent use and reimbursement of emergency medical and health disaster services, resources, supplies and/or equipment utilized in assisting any County participating in this Agreement with emergency management related tasks and activities.

## DEFINITIONS

1. Regional Disaster Medical and Health Coordination Program: Each OES Mutual Aid Region has a Regional Disaster Medical and Health Coordination Program. The Regional Disaster Medical and Health Coordination Program is made up of the Regional Disaster Medical and Health Coordinator (RDMHC) and the Regional Disaster Medical and Health Specialist (RDMHS).

2. Regional Disaster Medical and Health Coordinator (RDMHC): An appointed position in each of the six OES Mutual Aid Regions. The RDMHC coordinates disaster information and medical and health mutual aid and assistance within the OES Mutual Aid Region or in support of another affected OES Mutual Aid Region.

3. Regional Disaster Medical and Health Specialist (RDMHS): The RDMHS directly supports regional preparedness, response, mitigation and recovery activities. The RDMHS coordinates information as well as medical and health mutual aid and assistance within the OES Mutual Aid Region or in support of another affected OES Mutual Aid Region during an emergency response.

4. OES Mutual Aid Region: A geographical subdivision of California, made up of multiple Operational Areas, established to assist in the application, administration and coordination of mutual aid and other emergency-related activities. California's 58 Operational Areas are divided into six Mutual Aid Regions

5. Medical Health Operational Area Coordinator (MHOAC): Within each Operational Area, the Health and Safety Code authorizes the County Health Officer and local Emergency Medical Services Administrator to jointly act as the MHOAC or appoint another individual to fulfill the responsibilities. The MHOAC is responsible for medical and health disaster planning and for the provision of medical and health mutual aid within the Operational Area.

6. California Public Health and Medical Emergency Operations Manual (EOM): The EOM was developed by a workgroup of representatives and subject matter experts from local and state medical and health agencies. The EOM provides guidance on the roles, procedures, and coordination between California's many partners in the Public Health and Medical System.

7. 1997 Inter-Region Cooperative Agreement: An inter-region Agreement that allows for the provision of medical and health services, resources, supplies and equipment. This Agreement is currently in effect and signed by 11 Counties within OES Mutual Aid Region I and Region VI. The 11 signatory counties include: Imperial, Inyo, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Diego, San Luis Obispo, Santa Barbara, and Ventura.

8. Standardized Emergency Management System (SEMS): Guidelines intended to assist those responsible for implementing emergency preparedness and response activities by explaining principles and operating concepts. SEMS describes functions at field response, local government, operational area, region, and state levels and the relationship among each.

9. Providing County: The government entity providing medical and health services, resources, supplies and/or equipment.

10. Requesting County: The government entity requesting medical and health services, resources, supplies and/or equipment.

NOW THEREFORE, it is agreed as follows:

1. This Agreement is made by and between the Counties with respect to services provided by each County's Public Health, Emergency Medical Services, Behavioral/Mental Health, Environmental Health and other departments involved in the provision of medical and health disaster response services.

2. This Agreement shall become effective upon its execution by two or more Counties and shall remain in effect through June 30, 2023. At the option of all executing Counties, this Agreement may be renewed for successive periods not to exceed five (5) years each.

3. The MHOAC, the Local Health Officer, EMS Administrator or authorized designee from an affected County within OES Region VI may request emergency medical and health disaster services through the OES Region VI Disaster Medical Health Coordination System in accordance with the California Public Health and Medical Emergency Operations Manual (EOM), and the Standardized Emergency Management System (SEMS). A request for assistance pursuant to this Agreement that is submitted and mediated by the RDMHC Program to arrange for specific coordinated resources by one or more Providing Counties, shall establish a formal request by the Requesting County for purposes of initiating both Providing County mutual assistance and Requesting County financial responsibility obligations.

4. In responding to the request of an affected County (hereinafter referred to as "Requesting County") or to OES Region VI as a whole, each Providing County (hereinafter referred to as "Providing County") shall provide emergency medical and health disaster assistance to the extent it is reasonably available and to meet the requested needs.

5. A Requesting County shall be financially responsible for costs incurred by the Providing County in paying emergency medical and health disaster personnel assisting the Requesting County; and for associated travel-related expenses such as lodging, mileage and meals at the Providing County's rates. For resource requests that include supplies and consumables, the Providing County will be financially responsible for the actual costs of the supplies and consumables used by personnel who responded to Requesting County's request for such assistance. In addition, the Requesting County shall be financially responsible for up to ten percent of the responding personnel salary and benefits as indirect costs of the Providing County's administration staff directly responsible for documentation and county to county financial reimbursement submission efforts. Accurate records and documents related to assistance requests hereunder shall be maintained by both the Requesting and Providing County.

6. Where equipment is furnished, the Requesting County shall be financially responsible for amortizing a reasonable portion of the lifetime costs of that equipment (if requested to do so by the Providing County), for repairing any damage that occurs, and for replacing any equipment lost, stolen or destroyed while such equipment is furnished to and operated directly by the Requesting County.

7. Release or reassignment of assistance personnel, supplies and equipment among the Counties in OES Region VI, shall be coordinated by the Region VI RDMHC Program, the Requesting County and the Providing County.

8. The Requesting County is the controlling authority for use of emergency medical and health disaster services within its jurisdiction. In those instances where the Providing County's personnel arrive on scene before the Requesting County's personnel, the Providing County's personnel will take only such action as determined reasonably necessary to address the emergency situation. For purposes of paragraph 14 of this agreement, the actions and omissions of Providing County's personnel after Requesting County's personnel arrive on scene and assert controlling authority over Providing County's personnel shall be presumed to be at the Requesting County's direction.

9. Within one hundred eighty (180) days following its initial provision of services and/or supplies pursuant to this Agreement, or on such other time schedule as is agreed upon by the Requesting and Providing Counties, a Providing County shall present its billing and a precise accounting of its actual costs plus indirect costs, for the provision of services and/or supplies to the Requesting County. If the provision of services and/or supplies pursuant this Agreement lasts longer than 180 days, the Providing County shall present subsequent billings at least once every 90 days. The Requesting County shall pay each billing within one hundred eighty (180) days of its receipt.

10. In the event of disagreement or dispute as to the amount of the bill, the requesting and providing MHOACs will review all documentation and settle on a mutually agreed upon solution, consistent with paragraph 5 of this agreement.

11. In the event the requesting and providing MHOACs are unable to resolve the disagreement or dispute within thirty calendar days, or sooner upon joint provision of notice to their respective County Executive or Administrative Officers, the requesting and receiving County Executive/Administrative Officers will review all documentation and settle on a mutually agreed upon solution, consistent with paragraph 5 of this agreement.

12. In the event the County Executive/Administrative Officers are unable to resolve the disagreement or dispute within thirty calendar days, either party may pursue any and all remedies available at law or in equity.

13. Any County that is a party to this Agreement may terminate its participation in this Agreement upon ninety (90) days advance written notice to the other participating Counties.

14. The Requesting County shall indemnify, defend at its own expense, and hold harmless the Providing County and its authorized agents, officers, volunteers and employees from any and all liability claims, loses, damages, or expenses, including reasonable attorneys' fees, for personal injury (including death) or damage to property or loses (collectively, "Claims") arising from acts or omissions of Requesting County or its authorized agents, officers, volunteers and employees during the course of Providing County rendering services pursuant to the Requesting County's request for assistance. Providing County shall promptly notify Requesting County of any asserted Claims known to Providing County that may be subject to defense or indemnification by Requesting County, and shall assert all available defenses and shall not concede liability or settle any such Claims until Requesting County has had a reasonable opportunity to acknowledge or disclaim its obligation to defend and indemnify Providing County. Providing County shall cooperate in the defense of any Claims which Requesting County decides to defend.

The Providing County shall indemnify, defend at its own expense, and hold harmless the Requesting County and its authorized agents, officers, volunteers and employees from any and all liability, claims, loses, damages, or expenses, including reasonable attorneys' fees, for personal injury (including death) or damage to property or losses (collectively, "Claims") arising from acts or omissions of Providing County or its authorized agents, officers, volunteers and employees in the course of rendering services pursuant to the Requesting County's request for assistance (excluding acts or omissions that are a direct result of a Requesting County's direction). Requesting County shall promptly notify Providing County of any asserted Claims known to Requesting County that may be subject to defense or indemnification by Providing County, and shall assert all available defenses and shall not concede liability or settle any such Claims until Providing County has had a reasonable opportunity to acknowledge or disclaim its obligation to defend and indemnify Requesting County. Requesting County shall cooperate in the defense of any Claims which Providing County decides to defend.

If a Claim is asserted against or potentially implicates both Requesting County and one or more Providing Counties based on asserted concurrent acts, errors, omissions or negligence, whether active or passive, the counties shall cooperate in the defense or settlement of the claim, shall each bear their own defense costs, and shall apportion any cost or liability among themselves as adjudicated by a court or as agreed for Claims that are settled. However, no Providing County shall have any liability for acts or omissions that are a direct result of a Requesting County's direction, and no county shall have any obligation to defend or indemnify another county from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of the other county or its Related Parties.

15. Each County shall provide Statutory Workers' Compensation insurance coverage and Employer's Liability coverage for not less than $1 million ($1,000,000.00) per occurrence for all employees engaged in services or operations under this Agreement. The Providing County's Workers Compensation policy shall be endorsed with a waiver of subrogation in favor of Requesting County for all work and services provided by Providing County pursuant to this Agreement.

16. Many of the emergency medical and health disaster personnel provided under this agreement are public employees. During disaster situations, under California Government Code Section 3100, public employees are designated as Disaster Service Workers. The Providing County's Workers' Compensation covers any work-related injuries suffered by emergency medical and health disaster personnel resources when deployed. Emergency medical and health disaster personnel must immediately report any injury suffered while deployed to their assigned deployment supervisor, their MHOAC, and home agency.

17. Each County shall procure and maintain, during the entire term of this Agreement the following insurance (as noted) against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by Contractor, its agents, representatives, employees, or subcontractors. Each County may fulfill some or all of these requirements under a plan of self-insurance:

A. General Liability. Comprehensive General Liability Insurance protection which covers all the work and services to be performed by the Counties under this Agreement, including operations, products and completed operations, property damage, bodily injury (including death) and personal and advertising injury. Such policy shall provide limits of not less than $5,000,000.00 per claim or occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project or the general aggregate limit shall be twice the required occurrence limit.

Automobile/Aircraft/Watercraft Liability Insurance. Comprehensive Automobile/Aircraft/Watercraft Liability Insurance protection for bodily injury (including death) and property damage which provides total limits of not less than $5,000,000.00 per claim or occurrence applicable to all owned, non-owned and hired vehicles/aircraft/watercraft. If the services provided under this Agreement include the transportation of hazardous materials/wastes, then the Automobile Liability policy shall be endorsed to include Transportation Pollution Liability insurance covering materials/wastes to be transported by Contractor pursuant to this Agreement. Alternatively, such coverage may be provided in County's Pollution Liability policy.

18. Except as expressly stated, this Agreement expresses all understandings of the Counties concerning all matters covered and shall constitute the entire Agreement, whether by written or verbal understanding of the Counties, their officers, agents or employees. This Agreement does not replace, but exists as a supplement to the 1997 Inter-Region Cooperative Agreement for Emergency Medical and Health Disaster Assistance. No change or revisions shall be valid unless made in the form of a written amendment to this Agreement that is formally approved and executed by all the signatory Counties.

19. This Agreement supersedes the 1990 Region VI Disaster Medical/Health System Inter-County Cooperative Agreement and shall in no way affect or have any bearing on any preexisting resource assistance or mutual assistance made individually by any of the Counties to include but not limited to fire and rescue services, law enforcement, and emergency management. To the extent an inconsistency exists between such contract and this Agreement, the former shall control and prevail.

20. This Agreement does not relieve any of the Counties from the necessity and obligation of using its own resources for furnishing emergency medical and health disaster services within any part of its jurisdiction.

21. A Providing County's response to a request for assistance will be dependent upon the existing emergency conditions with its jurisdiction and the status of its resources.

22. This Agreement shall not be construed as, or deemed to be an agreement for the benefit of any person or entity not a party hereto, and any person or entity who is not a party hereto shall not have a right of action hereunder for any cause whatsoever.

23. Where written notice is required under this agreement it shall be sent by Certified Mail to each Region VI MHOAC. Each party shall provide the RDMHC Program updated contact information when changes occur. The RDMHC Program will distribute a contact list to all parties of this agreement.

24. This Agreement may be executed in one or more counterparts, each of which will be deemed an original.

IN WITNESS WHEREOF, the appropriate authority of each County has caused this Agreement to be subscribed on their behalf by their respective duly authorized officers, on the day, month and year noted.

(*County*)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

COUNTY OF RIVERSIDE

Date: _____

By: _____
Kevin Jeffries, Chairman
Board of Supervisors

FORM APPROVED COUNTY COUNSEL
BY: _____ 2/6/19
GREGORY P. PRIAMOS DATE

CONTRACT # ------

# INTER-REGION COOPERATIVE AGREEMENT FOR EMERGENCY MEDICAL AND HEALTH DISASTER ASSISTANCE

This Agreement is made and entered into by and between the signatory Counties of the State Office of Emergency Services (OES) Mutual Aid Region I and Region VI.

WHEREAS, there exists a great potential for a medical/health calamity capable of producing mass casualties that overwhelm local ability to contain and control; and

WHEREAS, in preparation for this threat, the signatories of this document, singularly and severally, agree to assist any participating County consistent with the OES Region I and Region VI Medical Health Mutual Aid Plans and the Standardized Emergency Management System by providing such assistance as possible without compromising each County's own jurisdiction's medical/health responsibility; and

WHEREAS, the OES Region I and Region VI Disaster Medical/Health Coordinators, selected in accordance with the OES Region I and Region VI Medical Mutual Aid Plan, are responsible for regional coordination of medical/health mutual aid within OES Region I and Region VI when so requested by an affected County of Region I or VI; and

WHEREAS, each County is desirous of providing to the others a reasonable and reciprocal exchange of emergency medical and health services where appropriate; and

WHEREAS, this Agreement is made and entered into by and between the Counties for those agencies within their respective jurisdictions, both public and private, capable of providing emergency medical and health support; and

WHEREAS, each County has emergency medical personnel, equipment, and supplies which can be made available, in the spirit of cooperation, under this Agreement; and

WHEREAS, each County enters into this Agreement for the prudent use and reimbursement of emergency medical and health services including, but not limited to, personnel, equipment, and supplies utilized in assisting any party participating in this Agreement.

NOW Therefore, it is agreed as follows:

1. The Operational Area Medical/Health Coordinators, the Health Officers, or authorized designee from the affected County within OES Region I or Region VI may request emergency medical health services through the OES Region I or Region. VI Disaster Medical/Health Coordination System in accordance with the Region Plan and the Standardized Emergency Management System.

2. Parties to this Agreement shall be financially responsible for those emergency medical and· health personnel and supplies, which they request. In responding to the request of an affected County identified in this Agreement or to the region as a whole, each of the assisting Counties shall provide emergency medical and health assistance to the extent it is reasonably available and to meet the needs of the requesting County.

3. Financial responsibility of the requesting parties to this Agreement shall be limited to costs for personnel, supplies, and equipment confirmed by their request for assistance. Accurate records and documents related to mutual aid requests hereunder shall be maintained by both the parties that provide and request mutual aid assistance.

4. Release or reassignment of mutual aid, personnel, supplies, and equipment between the Counties in OES Region I and Region VI, shall be coordinated through the requesting region.

5. Details as to amounts and types of assistance available, methods of dispatching same, communications during the mutual aid event, training programs and procedures, and the names of persons authorized to send and receive such requests, together with lists of equipment and personnel which may be utilized, shall be developed by the Health Officers of each County. Such details shall be provided to the signatories of this document.

6. The requesting County is the controlling authority for use of emergency medical and health within its jurisdiction. In those instances where the assisting operational area providers arrive on scene before the jurisdictional area, the assisting personnel will take the necessary action dictated by the situation.

7. Within one hundred eighty days (180) following its provision of services and supplies for a disaster or calamity, an assisting County shall present its billing and a precise accounting of its costs for the incident to the requesting County. The requesting County shall pay this billing within ninety (90) days of its receipt unless other arrangements are made between the assisting and requesting Counties.

8. Any party to this Agreement may terminate its participation in this Agreement upon ninety (90) days advance written notice to the other parties.

9. The requesting County agrees to indemnify and hold harmless the assisting County and their authorized agents, officers, volunteers and employees against any and all claims or actions arising from the requesting County's negligent acts or omissions and for any costs or expenses incurred by the assisting County or requesting County on account of any claim thereof The assisting County agrees to indemnify and hold harmless the requesting County and their authorized agents, officers, volunteers and employees against any and all claims or actions arising from the assisting County's negligent acts or omissions on account of any claim thereof.

10. The body of this Agreement expresses all understandings of the parties concerning all matters covered and shall constitute the total Agreement, whether by written or verbal understanding of the parties, their officers, agents or employees.

No change or revision shall be valid unless made in the form of a written amendment to this Agreement, which is formally approved and executed by all the participating parties.

11. This Agreement shall in no way affect or have any bearing on any preexisting mutual aid contracts between any of the Counties for fire and rescue services. To the extent an inconsistency exists between such contract and this Agreement, the former shall control and prevail.

12. This Agreement does not relieve any of the Counties from the necessity and obligation of using its own resources for furnishing emergency medical and rescue services within any part of its own jurisdiction. An assisting County's response to a request for assistance will be dependent upon the existing emergency conditions with its own jurisdiction and the status of its resources.

13. This Agreement shall not be construed as, or deemed to be an agreement for the benefit of anyone not a party hereto, and anyone who is not a party hereto shall not have a right of action hereunder for any cause whatsoever.

14. Notices hereunder shall be sent by first class mail, return receipt requested, to the Operational Area Disaster Medical Health Coordinator who represents the various signatory agencies.

IN WITNESS WHEREOF, the Board of Supervisors of each County has caused this Agreement to be subscribed on their behalf by their respective duly authorized officers, on the day, month, and year noted.

**CONTRACT #_____**

# INTER-REGION COOPERATIVE AGREEMENT FOR EMERGENCY MEDICAL AND HEALTH DISASTER ASSISTANCE

This Agreement is made and entered into by and between the signatory Counties of the State Office of Emergency Services (OES) Mutual Aid Region I and Region VI.

WHEREAS, there exists a great potential for a medical/health calamity capable of producing mass casualties that overwhelm local ability to contain and control; and

WHEREAS, in preparation for this threat, the signatories of this document, singularly and severally, agree to assist any participating County consistent with the OES Region I and Region VI Medical Health Mutual Aid Plans and the Standardized Emergency Management System by providing such assistance as possible without compromising each County's own jurisdiction's medical/health responsibility; and

WHEREAS, the OES Region I and Region VI Disaster Medical/Health Coordinators, selected in accordance with the OES Region I and Region VI Medical Mutual Aid Plan, are responsible for regional coordination of medical/health mutual aid within OES Region I and Region VI when so requested by an affected County of Region I or VI; and

WHEREAS, each County is desirous of providing to the others a reasonable and reciprocal exchange of emergency medical and health services where appropriate; and

WHEREAS, this Agreement is made and entered into by and between the Counties for those agencies within their respective jurisdictions, both public and private, capable of providing emergency medical and health support; and

WHEREAS, each County has emergency medical personnel, equipment, and supplies which can be made available, in the spirit of cooperation, under this Agreement; and

WHEREAS, each County enters into this Agreement for the prudent use and reimbursement of emergency medical and health services including, but not limited to, personnel, equipment, and supplies utilized in assisting any party participating in this Agreement.

NOW Therefore, it is agreed as follows:

1. The Operational Area Medical/Health Coordinators, the Health Officers, or authorized designee from the affected County within OES Region I or Region VI may request emergency medical health services through the OES Region I or Region VI Disaster Medical/Health Coordination System in accordance with the Region Plan and the Standardized Emergency Management System.

2. Parties to this Agreement shall be financially responsible for those emergency medical and health personnel and supplies which they request. In responding to the request of an affected County identified in this Agreement or to the region as a whole, each of the assisting Counties shall provide emergency medical and health assistance to the extent it is reasonably available and to meet the needs of the requesting County.

3. Financial responsibility of the requesting parties to this Agreement shall be limited to costs for personnel, supplies, and equipment confirmed by their request for assistance. Accurate records and documents related to mutual aid requests hereunder shall be maintained by both the parties that provide and request mutual aid assistance.

4. Release or reassignment of mutual aid, personnel, supplies, and equipment between the Counties in OES Region I and Region VI, shall be coordinated through the requesting region.

5. Details as to amounts and types of assistance available, methods of dispatching same, communications during the mutual aid event, training programs and procedures, and the names of persons authorized to send and receive such requests, together with lists of equipment and personnel which may be utilized, shall be developed by the Health Officers of each County. Such details shall be provided to the signatories of this document.

6. The requesting County is the controlling authority for use of emergency medical and health within its jurisdiction. In those instances where the assisting operational area providers arrive on scene before the jurisdictional area, the assisting personnel will take the necessary action dictated by the situation.

7. Within one hundred eighty days (180) following its provision of services and supplies for a disaster or calamity, an assisting County shall present its billing and a precise accounting of its costs for the incident to the requesting County. The requesting County shall pay this billing within ninety (90) days of its receipt unless other arrangements are made between the assisting and requesting Counties.

8. Any party to this Agreement may terminate its participation in this Agreement upon ninety (90) days advance written notice to the other parties.

9. The requesting County agrees to indemnify and hold harmless the assisting County and their authorized agents, officers, volunteers and employees against any and all claims or actions arising from the requesting County's negligent acts or omissions and for any costs or

expenses incurred by the assisting County or requesting County on account of any claim thereof. The assisting County agrees to indemnify and hold harmless the requesting County and their authorized agents, officers, volunteers and employees against any and all claims or actions arising from the assisting County's negligent acts or omissions on account of any claim thereof.

10. The body of this Agreement expresses all understandings of the parties concerning all matters covered and shall constitute the total Agreement, whether by written or verbal understanding of the parties, their officers, agents or employees.

    No change or revision shall be valid unless made in the form of a written amendment to this Agreement which is formally approved and executed by all the participating parties.

11. This Agreement shall in no way affect or have any bearing on any preexisting mutual aid contracts between any of the Counties for fire and rescue services. To the extent an inconsistency exists between such contract and this Agreement, the former shall control and prevail.

12. This Agreement does not relieve any of the Counties from the necessity and obligation of using its own resources for furnishing emergency medical and rescue services within any part of its own jurisdiction. An assisting County's response to a request for assistance will be dependent upon the existing emergency conditions with its own jurisdiction and the status of its resources.

13. This Agreement shall not be construed as, or deemed to be an agreement for the benefit of anyone not a party hereto, and anyone who is not a party hereto shall not have a right of action hereunder for any cause whatsoever.

14. Notices hereunder shall be sent by first class mail, return receipt requested, to the Operational Area Disaster Medical Health Coordinator who represents the various signatory agencies.

IN WITNESS WHEREOF, the Board of Supervisors of each County has caused this Agreement to be subscribed on their behalf by their respective duly authorized officers, on the day, month, and year noted.

# IMPERIAL COUNTY

IN WITNESS WHEREOF, the parties hereto have executed this contract.

COUNTY OF IMPERIAL

By _____

Bill Cole, Chairman
Board of Supervisors

Date: 8/26/97

## INYO COUNTY

IN WITNESS WHEREOF, the parties hereto have executed this contract.

COUNTY OF INYO

By Linda Arcularius
Linda Arcularius,

Chairman, Board of Supervisors

APPROVED AS TO FORM
AND LEGALITY

DEPUTY COUNTY COUNSEL

Date: September 2, 1997

## LOS ANGELES COUNTY

IN WITNESS WHEREOF, the parties hereto have executed this contract.

COUNTY OF LOS ANGELES

Date: _____

By _____
Mark Finucane
Director of Health Services

APPROVED AS TO FORM:
BY THE OFFICE OF COUNTY COUNSEL
DE WITT W. CLINTON

By _____
Deputy

Date: October 27, 1997

APPROVED AS TO CONTRACT ADMINISTRATION:

Department of Health Services

By _____
Acting Chief, Contracts and Grants Division

Date: October 24, 1997

## MONO COUNTY

IN WITNESS WHEREOF, the parties hereto have executed this contract.

COUNTY OF MONO

By Tom Farnetti
Tom Farnetti, Chairman
Board of Supervisors

Date: Nov 12, 1997

## ORANGE COUNTY

IN WITNESS WHEREOF, the parties hereto have executed this contract.

Date: 10-2-97

By: Janice Wirth
Program Director
Emergency Medical Services
Orange County Health Care Agency

Date: 10/2/97

By:
Medical Director
Emergency Medical Services
Orange County Health Care Agency

Date: 10/2/97

By:
Health Officer
County of Orange

Date: OCT 21 1997

By: William G. Steiner
Chair William G. Steiner
Orange County Board of Supervisors

Attest:

Alvin Davidson

By: DARLENE J. BLOOM
Deputy Clerk
County of Orange

OCT 21 1997

Date:

IN WITNESS WHEREOF, the parties hereto have executed this contract.

COUNTY OF RIVERSIDE

By Robert A. Buster
Robert Buster, Chairman
Board of Supervisors

ATTEST: GERALD A. MALONEY
CLERK of the BOARD OF SUPERVISORS
GERALD A. MALONEY, Clerk of the Board of Supervisors, County of Riverside, State of California

By Margie Ochoa
DEPUTY

Date: 10/28/97 3.31



3.31

# SAN BERNARDINO COUNTY

IN WITNESS WHEREOF, the parties hereto have executed this contract.

COUNTY OF SAN BERNARDINO

By _____

Jerry Eaves
Fifth District
Chairman, Board of Supervisors

Date: AUG 2 6 1997

97-711

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD.

CARDINE SPROAT
Clerk of the Board of Supervisors
of the County of San Bernardino

By _____ Deputy

BOARD OF SUPERVISORS
SAN BERNARDINO COUNTY, CA

CONTRACT # _____

# INTER-REGION COOPERATIVE AGREEMENT FOR EMERGENCY MEDICAL AND HEALTH DISASTER ASSISTANCE

**COUNTY OF SAN DIEGO**

ROBERT K. ROSS, M.D.

**(Printed Name)**

Director, Department of Health Services

**(Title)**

by Ian Shepard Asst. Dir.

**(Signature)**

**Date:** 2/13/97

SAN LUIS OBISPO COUNTY

IN WITNESS WHEREOF, the County of San Luis Obispo has executed this Contract on the date set forth below.

APPROVED AS TO FORM AND
LEGAL EFFECT

JAMES B. LINDHOLM, JR.
County Counsel

By: Warren R Jensen
Warren R. Jensen
Deputy County Counsel

Date: May 30, 1997

COUNTY OF SAN LUIS OBISPO

By: Frank E. Bracket
Chairperson, Board of Supervisors

Authorized by Board Action on
JUL 08 1997

ATTEST:

JULIE RODEWALD, County Clerk and
Ex-Officio Clerk of the Board of
Supervisors

By: Cheri Aupuno
Deputy Clerk

Date: 7-10-97

## SANTA BARBARA COUNTY

IN WITNESS WHEREOF, the parties hereto have executed this contract.

By: _____
Tom Urbanske, Chair

DATE: October 14, 1997

APPROVED AS TO FORM:
SANTA BARBARA COUNTY
HEALTH CARE SERVICES

By: _____
fc. Roger E. Heroux, Director

DATE: 9/24/97

ATTEST:
MIKE BROWN
CLERK OF THE BOARD
COUNTY OF SANTA BARBARA

By: _____

DATE: October 14, 1997

APPROVED AS TO FORM:
STEPHEN SHANE STARK
COUNTY COUNSEL

By: _____
Deputy County Counsel

DATE: 9/26/97

APPROVED AS TO FORM:
ROBERT W. GEIS, C.P.A.
AUDITOR - CONTROLLER
COUNTY OF SANTA BARBARA

By: _____
Deputy

DATE: 9-29-97

APPROVED AS TO FORM:
CHARLES MITCHELL
RISK MANAGEMENT

By: _____

DATE: 9/26/97

## VENTURA COUNTY

IN WITNESS WHEREOF, the parties hereto have executed this contract.

Date: 10/9/97

By: Patricia L. Bratfuhrer
Administrator
Emergency Medical Services
County of Ventura

Date: 10/14/97

By: _____
Medical Director
Emergency Medical Services
County of Ventura

Date: 10/3/97

By: Paul Russell MD
Health Officer
County of Ventura

Date: 9/9/97

By: John K. Flynn
Chair
Board of Supervisors
County of Ventura

Attest:

RICHARD D DEAN, County Clerk
County of Ventura, State of California
and ex officio Clerk of the Board of Supervisors

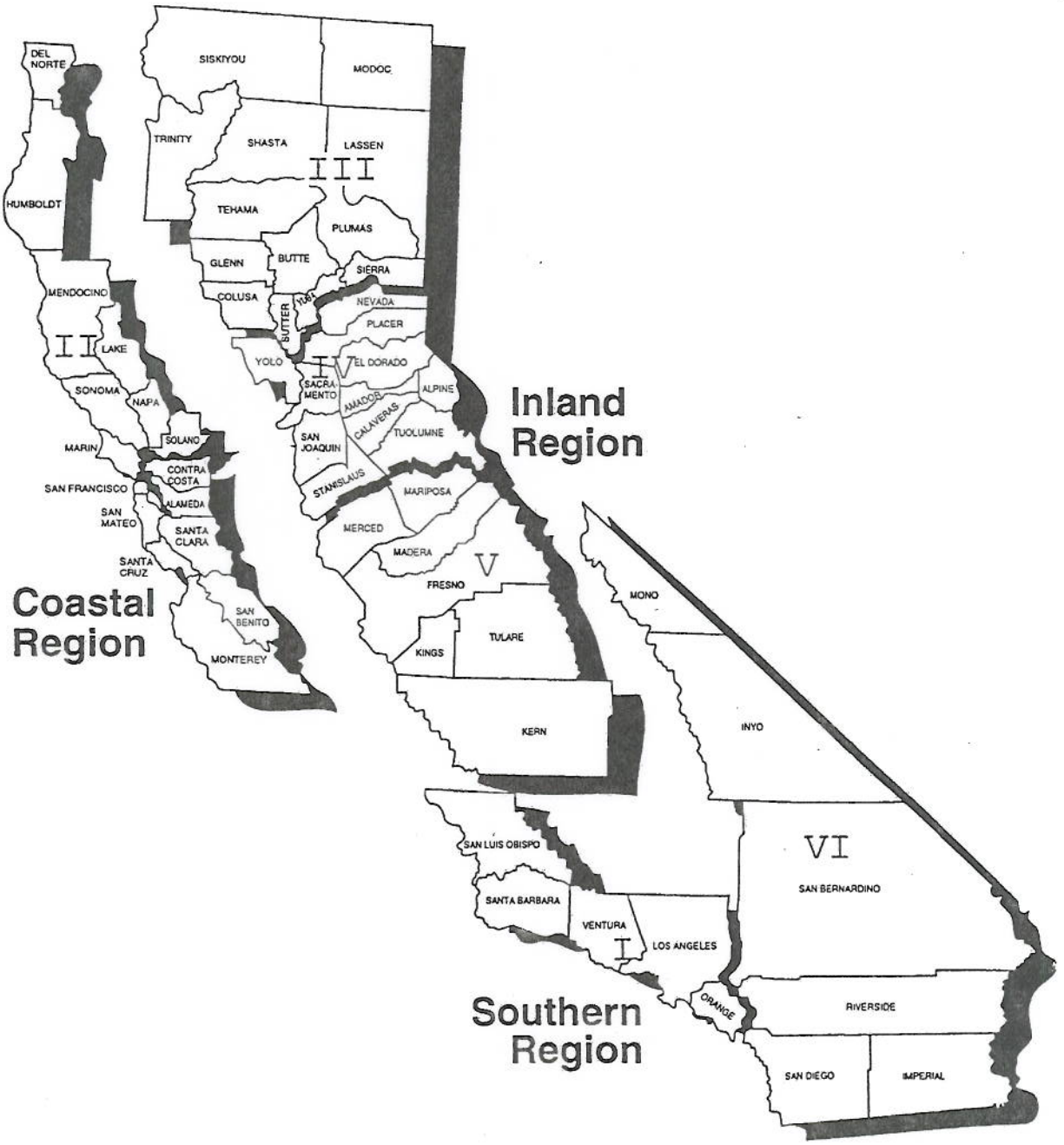
By: Faye Hilliard
Deputy Clerk
County of Ventura

Date: 9/26/97

# State Emergency Plan May 1998

## MAP 1

## California Governor's Office of Emergency Services Administrative Regions and Mutual Aid Regions



**SUBMITTAL TO THE [CITY COUNCIL OR BOARD OF SUPERVISORS]**
**[CITY OR COUNTY] OF [CITY OR COUNTY], STATE OF CALIFORNIA**

**ITEM___**
(ID # ___)
**MEETING DATE:**
[Day of the week, Month date, year]

**FROM:** EMERGENCY MANAGEMENT DEPARTMENT

**SUBJECT:** EMERGENCY MANAGEMENT DEPARTMENT: Approve and Execute the Memorandum of Agreement for Emergency Management Mutual Aid (EMMA) between [City or County] and {City or County]. Districts: All [$0]

**RECOMMENDED MOTION:** That the [city Council or board of Supervisors]:

1. Approve and execute the Memorandum of Agreement (MOA) between the [City or County] and {City or County] for Emergency Management Mutual Aid (EMMA), effective from date of execution through _____, with option to renew for additional five year periods.

**ACTION: Policy**

---

**MINUTES OF THE [CITY COUNCIL OR BOARD OF SUPERVISORS]**

On the motion of [Councilmember or Supervisor] [Name], seconded by [Councilmember or Supervisor] [Name] and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: [Names or None]

Nays: [Names or None]

Absent: [Names or None]

Date: [Month Date, Year]

xc: [Initials]

**SUBMITTAL TO THE [CITY COUNCIL OR BOARD OF SUPERVISORS]**
**[CITY OR COUNTY] OF [CITY OR COUNTY], STATE OF CALIFORNIA**

| FINANCIAL DATA | Current Fiscal Year: | Next Fiscal Year: | Total Cost: | Ongoing Cost |
|---|---|---|---|---|
| **COST** | $0 | $0 | $ N/A | $ N/A |
| **NET [CITY OR COUNTY] COST** | $0 | $0 | $ N/A | $ N/A |
| **SOURCE OF FUNDS:** N/A | | | **Budget Adjustment:** No | |
| | | | **For Fiscal year:** [__/__-__/__] | |

**C.E.O. RECOMMENDATION:** Approve

**BACKGROUND:**

**Summary**

Immediately following the [Event], city and county emergency managers, along with the Coastal, Inland, and Southern Regions of the California Office of Emergency Services (Cal OES), developed a coordinated emergency management concept called the Emergency Management Mutual Aid/Assistance system (EMMA). EMMA provided a process to effectively augment emergency management resources for [City or County] Emergency Operations Centers (EOC), Disaster Recovery Centers and Local Assistance Centers. The purpose of this Memorandum of Agreement (MOA) is to provide emergency management support through personnel, equipment and supplies to [City or County] and [City or County] during an emergency. This pre-disaster agreement will assist with response and recovery for the whole community without imposing an additional response burden on the impacted jurisdiction. Once this MOA is executed by both parties, there will be no need for a post-disaster MOA. This agreement is in accordance with the California Disaster and Civil Defense Master Mutual Aid Agreement (MMAA).

[City or County] has been working in collaboration with Cal OES and Operational Areas (OA) across the state on the update of the statewide EMMA Plan. During the planning process, it became apparent to all involved the need to establish pre-disaster mutual assistance agreements in order to identify resources in advance of an emergency response or catastrophic disaster to save time and personnel in finding vital resources. The establishment of this agreement will allow for either [City or County] or [City or County] to call upon each other and request or supply resources during an emergency response.

**Impact on Residents and Businesses**

Entering into a pre-event agreement for mutual aid will benefit the residents and businesses of [City or County] by providing for a more efficient and effective response to emergencies and natural disasters. It will also streamline the process for cost recovery related to mutual aid.

_____

[Name}, [City Attorney or County Counsel] [Date]

## MEMORANDUM OF AGREEMENT FOR

# EMERGENCY MANAGEMENT MUTUAL ASSISTANCE (EMMA) BETWEEN RIVERSIDE COUNTY, SAN BERNARDINO COUNTY AND SAN BERNARDINO COUNTY FIRE PROTECTION DISTRICT

This Memorandum of Agreement (hereafter "Agreement") is made and entered into by and among the signatory Counties of Riverside and San Bernardino and the San Bernardino County Fire Protection District. This Agreement shall be effective from the date of execution through 12/31/2022. At the option of the parties, this Agreement may be renewable for successive periods, not to exceed five (5) years each, to be memorialized in an amendment to this Agreement.

WHEREAS, there exists a great potential for an emergency, disaster or catastrophic event capable of overwhelming local ability to respond and recover; and

WHEREAS, it is desirable that each of the parties hereto should aid and assist each other in the event that a disaster occurs, by the interchange of services and equipment to cope with emergency management related tasks and activities; and

WHEREAS, each county is desirous of providing a reasonable and reciprocal exchange of services where appropriate; and

WHEREAS, this Agreement recognizes both county's Operational Area Agreements and jurisdictions, both public and private, capable of providing emergency management services; and

WHEREAS, each county has emergency management personnel, equipment and supplies which can be made available, in the spirit of cooperation and mutual assistance, under this Agreement; and

WHEREAS, mutual assistance resources may be requested by either party in accordance with the California Disaster and Civil Defense Master Mutual Aid Agreement, and the California Emergency Services Act to provide mutual assistance in support of the emergency, disaster or catastrophic event; and

WHEREAS, each county recognizes with mutual assistance there may be reasonable costs associated with services provided but not limited to, personnel, equipment, and supplies used in assisting any county participating in this Agreement.

NOW THEREFORE, it is agreed as follows:

1. Cooperatively, both counties use a system that includes an emergency organization structure, an information flow process, and forms necessary to coordinate the formal request, assignment, deployment, and demobilization of EMMA resources.

2. In responding to the request of an affected county ("Requesting County"), the assisting county ("Assisting County") shall provide assistance to the extent it is reasonably available to meet the requested needs.

3. The Requesting County shall request assistance once it has committed all its resources or anticipates full commitment to an emergency; or if the Requesting County has a unique need prior to the initiation of a mutual assistance request, this does not require actual exhaustion of all resources.

4. The Requesting County shall be financially responsible for the costs of personnel, equipment, and supplies received pursuant to the Requesting County's request for such assistance. Accurate records and documents related to assistance requests hereunder shall be maintained by both the Requesting and Assisting County.

5. Within one hundred eighty days (180) following its provision of services and supplies for a disaster or catastrophic event, an Assisting County shall present its billing and a precise accounting of its actual costs for the incident to the Requesting County. The Requesting County shall pay this billing within one hundred eighty (180) days of its receipt unless otherwise agreed to in writing by the Assisting and Requesting County.

6. Any party to this Agreement may terminate its participation in this Agreement upon ninety (90) days advance written notice to the other parties. Notwithstanding notice of termination, any outstanding claims shall be resolved in full as stipulated in section 5.

7. A Requesting County agrees to indemnify, defend at its own expense, and hold harmless the Assisting County and its authorized agents, officers, volunteers and employees from any and all liability claims, loses, damages, or expenses, including reasonable attorneys' fees, for personal injury (including death) or damage to property or loses arising from acts or omissions of Requesting County or its authorized agents, officers, volunteers and employees during the course of Assisting County rendering services pursuant to the Requesting County's request for assistance, and for any costs or expenses incurred by the Assisting County on

account of any claim thereof. An Assisting County agrees to indemnify, defend at its own expense, and hold harmless the Requesting County and its authorized agents, officers, volunteers and employees from any and all liability, claims, loses, damages, or expenses, including reasonable attorneys' fees, for personal injury (including death) or damage to property or loses arising from acts or omissions of Assisting County or its authorized agents, officers, volunteers and employees in the course of rendering services pursuant to the Requesting County's request for assistance (excluding acts or omissions that are a direct result of a Requesting County's direction), and for any costs or expenses incurred by the Requesting County on account of any claim thereof.

8. The Agreement expresses all understandings of the Parties concerning all matters covered and shall constitute the entire Agreement, whether by written or verbal understanding of the Parties, their officers, agents or employees. No change or revisions shall be valid unless made in the form of a written amendment to this Agreement that is formally approved and executed by all the parties.

9. This Agreement shall in no way affect or have any bearing on any preexisting resource assistance or mutual aid/assistance contracts between any of the counties for fire and rescue services, law enforcement, EMS, or medical/public health services. This Agreement is only specific to emergency management resources; to the extent an inconsistency exists between such contract and this Agreement, the former shall control and prevail.

IN WITNESS WHEREOF, the appropriate authority of each county has caused this Agreement to be subscribed on their behalf by their respective duly authorized officers, on the day, month and year noted.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

[CITY OR COUNTY] OF [CITY OR COUNTY]

Date: _____ By: _____
[Councilmember or Chairperson]
[City Council or Board of Supervisors]

ATTEST:
[Name], [City or County] Clerk

By: _____
[Name]

[CITY OR COUNTY] of [CITY OR COUNTY]

Date: _____ By: _____
[Councilmember or Chairperson]
[City Council or Board of Supervisors]

FORM APPROVED [CITY ATTORNEY OR COUNTY COUNSEL]

By: _____
[Name] [Date]

**CALIFORNIA**
**DISASTER AND CIVIL DEFENSE**
**MASTER MUTUAL AID AGREEMENT**

This agreement made and entered into by and between the STATE OF CALIFORNIA, its various departments and agencies, and the various political subdivisions, municipal corporations, and other public agencies of the State of California;

***WITNESSETH:***

***WHEREAS,*** it is necessary that all of the resources and facilities of the State, its various departments and agencies, and all its political subdivisions, municipal corporations, and other public agencies be made available to prevent and combat the effect of disasters which may result from such calamities as flood, fire, earthquake, pestilence, war, sabotage, and riot; and

***WHEREAS,*** it is desirable that each of the parties hereto should voluntarily aid and assist each other in the event that a disaster should occur, by the interchange of services and facilities, including, but not limited to, fire, police, medical and health, communication, and transportation services and facilities, to cope with the problems of rescue, relief, evacuation, rehabilitation, and reconstruction which would arise in the event of a disaster; and

***WHEREAS,*** it is necessary and desirable that a cooperative agreement be executed for the interchange of such mutual aid on a local, countywide, regional, statewide, and interstate basis;

***NOW, THEREFORE, IT IS HEREBY AGREED*** by and between each and all of the parties hereto as follows:

1. Each party shall develop a plan providing for the effective mobilization of all its resources and facilities, both public and private, to cope with any type of disaster.

2. Each party agrees to furnish resources and facilities and to render services to each and every other party to this agreement to prevent and combat any type of disaster in accordance with duly adopted mutual aid operational plans, whether heretofore or hereafter adopted, detailing the method and manner by which such resources, facilities, and services are to be made available and furnished, which operational plans may include provisions for training and testing to make such mutual aid effective; provided, however, that no party shall be required to deplete unreasonably its own resources, facilities, and services in furnishing such mutual aid.

3. It is expressly understood that this agreement and the operational plans adopted pursuant thereto shall not supplant existing agreements between some of the parties hereto providing for the exchange or furnishing of certain types of facilities and services on a reimbursable, exchange, or other basis, but that the mutual aid extended under this agreement and the operational plans adopted pursuant thereto, shall be without reimbursement unless otherwise expressly

b. Statewide and regional mutual aid operational plans shall be approved by the State Disaster Council and copies thereof shall forthwith be sent to each and every party affected by such operational plans. Such operational plans shall be operative as to the parties affected thereby 20 days after receipt thereof unless within that time the party by resolution or notice given to the State Disaster Council, in the same manner as notice of termination of participation in this agreement, declines to participate in the particular operational plan.

c. The declination of one or more of the parties to participate in a particular operational plan or any amendment, revision or modification thereof, shall not affect the operation of this agreement and the other operational plans adopted pursuant thereto.

d. Any party may at any time by resolution or notice given to the State Disaster Council, in the same manner as notice of termination of participation in this agreement, decline to participate in any particular operational plan, which declination shall become effective 20 days after filing with the State Disaster Council.

e. The State Disaster Council shall send copies of all operational plans to those state departments and agencies designated by the Governor. The Governor may, upon behalf of any department or agency, give notice that such department or agency declines to participate in a particular operational plan.

f. The State Disaster Council, in sending copies of operational plans and other notices and information to the parties to this agreement, shall send copies to the Governor and any department or agency head designated by him; the chairman of the board of supervisors, the clerk of the board of supervisors, the County Disaster Council, and any other officer designated by a county; the mayor, the clerk of the city council, the City Disaster Council, and any other officer designated by a city; the executive head, the clerk of the governing body, or other officer of other political subdivisions and public agencies as designated by such parties.

8. This agreement shall become effective as to each party when approved or executed by the party, and shall remain operative and effective as between each and every party that has heretofore or hereafter approved or executed this agreement, until participation in this agreement is terminated by the party. The termination by one or more of the parties of its participation in this agreement shall not affect the operation of this agreement as between the other parties thereto. Upon approval or execution of this agreement the State Disaster Council shall send copies of all approved and existing mutual aid operational plans affecting such party which shall become operative as to such party 20 days after

Signed by: EARL WARREN
GOVERNOR

On behalf of the State of California and all its Departments and Agencies

ATTEST:

November 15, 1950

Signed by: FRANK M. JORDAN
SECRETARY OF STATE

MEMORANDUM OF AGREEMENT (MOA) BETWEEN SONOMA COUNTY AND THE (COUNTY OF_____) PERTAINING TO EMERGENCY MANAGEMENT MUTUAL AID

**WHEREAS,** on October 9, 2017, an extreme fire, fueled by heavy brush, gusty winds, drought conditions, and low humidity, swept through the region; and,

**WHEREAS,** this event and associated conditions will collectively be referred to as the 'Tubbs Fire'; and

**WHEREAS,** on _____, 2017, the Federal Emergency Management Agency (FEMA) approved emergency assistance through the Fire Management Assistant Grant (FEMA-FM-51 1 1-FM- CA); and

**WHEREAS** on _____, 2017, a Presidential Major Declaration of Emergency (FEMA-4240-DR) was issued ; and

**WHEREAS,** the Sonoma County Board of Supervisors ratified this Proclamation of the Existence of a Local Emergency on October 10, 2017; and

**WHEREAS,** the Emergency Management Mutual Aid Plan is issued and revised under the authority of Sections 8550, and 8680, of the California Government Code, the California Emergency Plan, and California Disaster and Civil Defense Master Mutual Aid Agreement; and

**WHEREAS,** the Emergency Management Mutual Aid Plan delineates the current state policy concerning emergency management mutual aid and describes the standard procedures used to obtain emergency managers and technical specialists; and

**WHEREAS,** the county emergency manager is the Operational Area Emergency Management Mutual Aid Coordinator; and

**WHEREAS,** the Emergency Management Mutual Aid Plan provides, in pertinent part, "When an emergency develops or appears to be developing which cannot be resolved by emergency management resources within an Operational Area, it is the responsibility of the Operational Area Mutual Aid Coordinator to provide assistance and coordination to control the problem;" and

**WHEREAS,** the Sonoma County Emergency Manager requested the mutual aid assistance of (_____ County) pursuant to the Emergency Management Mutual Aid Plan to support Emergency Management in connection with the Tubbs Fire; and (_____ County) provided mutual aid assistance consisting of Emergency Managers, Technical Specialist and equipment, from (October __ 2017 through _____, 201 7) to assist with emergency management services in connection with the Tubbs Fire; and

**WHEREAS,** (_____ County) agrees to document all of its mutual aid assistance costs related to the Tubbs Fire as attachments to this MOA and submit to the County of Sonoma as soon as practicable.

**NOW, THEREFORE, IT IS HEREBY AGREED** by and between the (County of_____) and the County of Sonoma that the County of Sonoma may timely and expeditiously reimburse all reasonable costs associated with (_____ County)'s emergency management mutual aid assistance during the Tubbs Fire.

Dated:

Signed

Signed

**MEMORANDUM OF AGREEMENT (MOA) BETWEEN SONOMA COUNTY AND THE COUNTY/CITY OF _____ PERTAINING TO ASSISTANCE PROVIDED UNDER THE**

**EMERGENCY MANAGEMENT MUTUAL AID (EMMA) PLAN**

**WHEREAS**, this event and associated conditions will collectively be referred to as the Central LNU Complex fire; and

**WHEREAS**, on October 10, 2017, this declared emergency event consists of fire; and

**WHEREAS**, extreme conditions existed including, unpredictable winds, low humidity and drought which aided the Central LNU Complex fire that has swept through Sonoma County killing at least 35 people, burning thousands of acres, and destroying thousands of homes and businesses, power poles, public safety communications and telephone lines, and;

**WHEREAS**, on October 10, 2017, the Federal Emergency Management Agency (FEMA) announced that federal disaster assistance has been made available to the state of California to supplement local recovery efforts in the areas affected by wildfires from October 8, 2017 and continuing. (DR-4344); and

**WHEREAS**, the Emergency Management Mutual Aid Plan delineates the current state policy concerning Emergency Management Mutual Aid; and

**WHEREAS**, the Emergency Management Mutual Aid Plan describes the standard procedures used to acquire emergency management mutual aid resources and the method to ensure coordination of emergency management mutual aid planning and readiness; and

**WHEREAS**, the County Emergency Manager is the Operational Area Emergency Management Mutual Aid Coordinator; and

**WHEREAS**, Emergency Management Mutual Aid Plan provides, in pertinent part, "When an emergency develops or appears to be developing which cannot be resolved by emergency management resources within an Operational Area, it is the responsibility of the Operational Area Mutual Aid Coordinator to provide assistance and coordination to control the problem;" and

**WHEREAS**, the Emergency Management Mutual Aid Plan provides, in pertinent part, "A request for emergency management mutual aid requires the approval of an authorized official of the requesting jurisdiction;" and

**WHEREAS**, the County Emergency Manager of the County of Sonoma requested the mutual aid assistance of _____County, pursuant to the Emergency Management Mutual Aid Plan to provide emergency management support in connection with the Central LNU Complex fire; and

**WHEREAS**, _____ County provided emergency management mutual aid consisting of emergency management personnel, equipment, and/or materials during the period October 8, 2017 through October ___ 2017 to assist with emergency management services in connection with the Central LNU Complex Fire; and

**WHEREAS,** _____County agrees to document all of its mutual aid assistance costs related to the Central LNU Complex Fire as attachments to this MOA and submit to Sonoma County as soon as practicable;

**NOW, THEREFORE, IT IS HEREBY AGREED** by and between Sonoma County and _____ County that the County of Sonoma may reimburse all reasonable costs associated with Sonoma County emergency management mutual aid assistance during the Central LNU Complex Fire.

**Providing Jurisdiction**

By_____
(Signature)

Name:

Title:

County:

Date:

**Providing Agency** *(If different from Providing Jurisdiction)*

By_____
(Signature)

Name:

Title:

Agency:

Date:

**Requesting Jurisdiction**

By_____
(Signature)

Name: Christopher Helgren

Title: Sonoma County Emergency Manager
Sonoma County

Date: _____

**MEMORANDUM OF AGREEMENT (MOA) BETWEEN SONOMA COUNTY AND THE COUNTY/CITY OF _____ PERTAINING TO ASSISTANCE PROVIDED UNDER THE**

**EMERGENCY MANAGEMENT MUTUAL AID (EMMA) PLAN**

**WHEREAS**, this event and associated conditions will collectively be referred to as the Sonoma Complex fire; and

**WHEREAS**, on October 9, 2017, this proclaimed emergency event consists of fire and damages associated with response; and

**WHEREAS,** the Sonoma County Board of Supervisors ratified the Proclamation of the Existence of a Local Emergency on October 10, 2017; and

**WHEREAS**, extreme conditions existed including, unpredictable winds, low humidity and drought which aided the Sonoma Complex fire that has swept through Sonoma County killing at least 23 people, burning thousands of acres, and destroying thousands of homes and businesses, power poles, public safety communications and telephone lines, and;

**WHEREAS**, on October 10, 2017, the Federal Emergency Management Agency (FEMA) announced that federal disaster assistance has been made available to the state of California to supplement local response and recovery efforts in the areas affected by wildfires and the associated response and evacuations from October 8, 2017 and continuing. (DR-4344); and

**WHEREAS**, the Emergency Management Mutual Aid Plan delineates the current state policy concerning Emergency Management Mutual Aid; and

**WHEREAS**, the Emergency Management Mutual Aid Plan describes the standard procedures used to acquire emergency management mutual aid resources and the method to ensure coordination of emergency management mutual aid planning and readiness; and

**WHEREAS**, the County Emergency Manager is the Operational Area Emergency Management Mutual Aid Coordinator; and

**WHEREAS**, Emergency Management Mutual Aid Plan provides, in pertinent part, "When an emergency develops or appears to be developing which cannot be resolved by emergency management resources within an Operational Area, it is the responsibility of the Operational Area Mutual Aid Coordinator to provide assistance and coordination to control the problem;" and

**WHEREAS**, the Emergency Management Mutual Aid Plan provides, in pertinent part, "A request for emergency management mutual aid requires the approval of an authorized official of the requesting jurisdiction;" and

**WHEREAS**, the County Emergency Manager of the County of Sonoma requested the mutual aid assistance of _____County/City, pursuant to the Emergency Management Mutual Aid Plan to provide emergency management support in connection with the Sonoma Complex fire; and

**WHEREAS**, _____ County/City provided emergency management mutual aid consisting of emergency management personnel, equipment, and/or materials during the period October 8, 2017

through October ___ 2017 to assist with emergency management services in connection with the Sonoma Complex Fire; and

**WHEREAS**, _____County/City agrees to document all of its mutual aid assistance costs related to the Sonoma Complex Fire as attachments to this MOA and submit to Sonoma County as soon as practicable;

**NOW, THEREFORE, IT IS HEREBY AGREED** by and between Sonoma County and _____ County/City that the County of Sonoma shall reimburse all reasonable costs associated with Sonoma County emergency management mutual aid assistance during the Sonoma Complex Fires.

**Providing Jurisdiction**

By_____
(Signature)

Name:

Title:

County:

Date:

**Providing Agency** *(If different from Providing Jurisdiction)*

By_____
(Signature)

Name:

Title:

Agency:

Date:

**Requesting Jurisdiction**

By_____
(Signature)

Name: Christopher Helgren

Title: Sonoma County Emergency Manager
Sonoma County

Date: _____

# SAMPLE PRE/POST-EVENT AGREEMENT

**MEMORANDUM OF AGREEMENT (MOA) BETWEEN _____ (*PROVIDING AGENCY/JURISDICTION*) AND THE COUNTY OF _____ (*REQUESTING JURISDICTION*) PERTAINING TO ASSISTANCE PROVIDED UNDER THE EMERGENCY MANAGEMENT MUTUAL AID (EMMA) PLAN**

*NOTE: Use of such an agreement does not guarantee state or federal reimbursement.*

**WHEREAS,** this event and associated conditions will collectively be referred to as (Name of incident); and

**WHEREAS,** on (DATE), this declared emergency event consists of (List type of incident, i.e. fire, flood, earthquake, etc); and

**WHEREAS,** the following extreme conditions exist: (Briefly describe the incident, i.e. lives threatened, extent of property/infrastructure damaged and/or threatened. List the type of conditions contributing to the disaster such as strong winds and low humidity aiding fires that swept through the region); and

**(*If applicable*) WHEREAS,** on (DATE) a Presidential Declaration of Emergency (FEMA-XXXX-DR) was issued; and

**WHEREAS,** the Emergency Management Mutual Aid Plan delineates the current state policy concerning Emergency Management Mutual Aid; and

**WHEREAS,** the Emergency Management Mutual Aid Plan describes the standard procedures used to acquire emergency management mutual aid resources and the method to ensure coordination of emergency management mutual aid planning and readiness; and

**WHEREAS,** the county emergency manager is the Operational Area Emergency Management Mutual Aid Coordinator; and

**WHEREAS,** Emergency Management Mutual Aid Plan provides, in pertinent part, "When an emergency develops or appears to be developing which cannot be resolved by emergency management resources within an Operational Area, it is the responsibility of the Operational Area Mutual Aid Coordinator to provide assistance and coordination to control the problem;" and

**WHEREAS,** the Emergency Management Mutual Aid Plan provides, in pertinent part, "A request for emergency management mutual aid requires the approval of an authorized official of the requesting jurisdiction;" and

**WHEREAS,** the (*Authorized Official Title*) of the County of _____ (*Requesting Jurisdiction*) requested the mutual aid assistance of _____ (*Providing Agency/Jurisdiction*), pursuant to the Emergency Management Mutual Aid Plan to provide emergency management support in connection with the (Name of incident); and

**WHEREAS,** _____ (*Providing Agency/Jurisdiction*) provided emergency management mutual aid consisting of emergency management personnel, equipment, and/or materials from (date through date) to assist with emergency management services in connection with the (Name of incident); and

# SAMPLE PRE/POST-EVENT AGREEMENT

**WHEREAS,** _____ (*Providing Agency/Jurisdiction*) agrees to document all of its mutual aid assistance costs related to the (Name of incident) as attachments to this MOA and submit to the County of _____ (*Requesting Jurisdiction*) as soon as practicable;

**NOW, THEREFORE, IT IS HEREBY AGREED** by and between the County of _____ (*Requesting Jurisdiction*) and _____ (*Providing Agency/Jurisdiction*) that the County of _____ (*Requesting Jurisdiction*) shall reimburse all reasonable costs associated with _____ (*Providing Agency/Jurisdiction*) emergency management mutual aid assistance during the (Name of incident).

**Providing Jurisdiction**

By_____
(Signature)
Name:
Title:
County:
Date:

**Providing Agency** (*If different from Providing Jurisdiction*)

By_____
(Signature)
Name:
Title:
Agency:
Date:

**Requesting Jurisdiction**

By_____
(Signature)
Name:
Title:
County:
Date:

DEFINITIONS

**Authorized Official:** A person with expressed authority by a legal governing body to request resources, authorize purchases, and/or enter into contracts on behalf of a Requesting or Providing Jurisdiction during an emergency.

**EMMA Resource:** A person with a combination of training, experience and credentials that would serve in an ICS position, either in the field or an EOC, or as a technical specialist during an emergency response.

**Operational Area (OA):** An intermediate level of the state emergency services organization consisting of a county and all political subdivisions within the county area.

**Providing Agency/Jurisdiction:** The government entity providing EMMA resources. The different levels of providing jurisdictions include providing local jurisdiction, providing OA and providing region.

**Requesting Jurisdiction:** The government entity requesting EMMA resources. The different levels of requesting jurisdictions include requesting local jurisdiction, requesting OA and requesting region.

# Avoiding Total Disaster: The Law and Emergencies

Disaster Preparedness Training for Local Government Legal Advisors

# Playbook Part 14

# Recovery – Immediate

**LICENSE AGREEMENT**
**BETWEEN CITY OF SAN BUENAVENTURA AND**
**SOUTHERN CALIFORNIA EDISON COMPANY**

**This License Agreement** is made and entered into this **6th** day of **December, 2017**, by and between the City of San Buenaventura ("CITY"), a California charter municipal corporation, and Southern California Edison Company ("SCE" or "Licensee"), a California corporation, collectively referred to as the "Parties."

## RECITALS

WHEREAS, on December 4, 2017, the Thomas Fire, currently deemed the fifth largest fire in California history, erupted, claiming an undetermined number of structures throughout Ventura and Santa Barbara counties; and

WHEREAS, the Governor has declared a state of emergency for the counties; and

WHEREAS, the Parties now desire to commence recovery efforts, even as the Thomas Fire continues to burn beyond the City's borders; and

WHEREAS, the Parties wish to formalize their cooperative assistance to individuals and entities within the City through the efficient restoration of critical resources and services.

For valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

## AGREEMENT

### 1. Term of Agreement

This term of this Agreement shall be from December 6, 2017 to January 31, 2018.

**Comment [NJO1]:** Can we add something in here about extensions as needed due to continued fire acreage burned?

### 2. Responsibilities of the Parties

A. City hereby grants to SCE, and its officers, employees, and agents, the nonexclusive right to occupy and use that portion of City's Community Park (the "Park"), located at 901 S. Kimball Road, in Ventura, indicated on the attached Exhibit A incorporated by this reference as "SCE LDY AREA" and "APPROVED EXPANSION AREA FOR SCE LDY" ("License Area"), subject to any and all licenses and agreements City has with other entities.

B. SCE shall use the Park solely as a staging area for the deployment of staff and resources, and for other support as needed. SCE understands and agrees that its right to use the License Area for such purposes shall not be exclusive of the right of any other person to use any portion of the public right-of-way located within the License Area for the same or similar purpose pursuant to any other license now or hereafter granted by City.

**Comment [NJO2]:** Can we change this sentence to read: "SCE shall use the Park solely as a staging area for the deployment of staff and resources and for other support as needed"? If they change something or need something else, I don't want you to have to be adding addendums or creating more work for you. At this point, we have basically allowed them to do what is needed (within reason) within their laydown area.

C. In order to accommodate all entities using the park during the term of this Agreement, permissible ingress and egress by SCE shall be as indicated on Exhibit A by the yellow and

red arrows. Driving on turf areas is strictly prohibited, and SCE shall be responsible for the cost of any turf damage it contributes to or creates.

D. SCE shall at its sole cost and expense create an access point from Telephone Road, at the terminus of Ramelli Avenue, into the Park at the point indicated on Exhibit A, though the removal of curb and shrubs. SCE shall also be solely responsible for closure of the sidewalk and path at this location, and posting of a guard to control access and maintain safety.

E. In the event SCE requires additional parking space, overflow parking shall be located to the South and West of the Ventura Aquatic Center competition pool, with City's prior written approval.

F. SCE may erect temporary fencing within the License Area, which shall be removed at SCE's sole cost and expense at the conclusion of this Agreement. SCE shall be responsible for any damage to real or personal property belonging to City caused by said fencing.

G. SCE shall not grade any turf areas.

H. SCE may use the water source located by the 4 x 4 post adjacent to the former BMX track. City reserves the right to charge the cost of water to SCE at City's rate.

I. At the conclusion of this Agreement, SCE shall restore the License Area to its original condition, including restoration of the curb and shrubs removed pursuant to Section 2.D., to the satisfaction of the City's Park Manager.

**3. Compliance with Laws and Regulations**

At all times SCE is engaged in occupying and using the License Area pursuant to this Agreement, SCE shall carry on such occupancy and use in full compliance with all applicable laws and regulations.

**4. Independent Relationship**

City and SCE are independent entities and are not and shall not be construed as joint venturers, partners, employer/employee, or agents of the other, and neither shall have the power to bind or obligate the other, except as set forth in this agreement.

**5. Nonassignability of License**

Licensee shall not assign this License Agreement or any of the rights granted to Licensee pursuant to this License Agreement without the prior written approval of the City. Any such attempted assignment of this License Agreement and the rights granted to Licensee hereunder shall be null and void, and shall terminate this License Agreement and all rights of Licensee hereunder.

**6. Modification**

No alteration, change or modification of the terms of this Agreement will be valid unless made in writing and signed by both Parties hereto. This Agreement may not be amended by oral agreement or understanding between the parties unless the same shall be reduced to a writing duly approved and executed by both parties.

**7. Notices**

All notices or correspondence under this Agreement shall be given to the following addresses and shall be deemed delivered on the date of actual delivery or on the third business day after the date of mailing. Changes may be made in the names or addresses of persons to whom notices are to be given by giving notice in the manner described in this paragraph.

***SCE Representative***

| | |
|---|---|
| Name: | Fabiola Guerra, PMC |
| Title: | Land Services Agent, Real Properties – Northern Region |
| Address: | 10180 Telegraph Road |
| City State Zip: | Ventura, CA 93004 |
| Email: | Fabiola.Guerra@sce.com |

***City Representative***

| | |
|---|---|
| Name: | Nancy O'Connor |
| Title: | Director of Parks, Recreation and Community Partnerships |
| Address: | 501 Poli Street, Rm. 226 |
| City State Zip: | Ventura, CA 93004 |
| Email: | noconnor@cityofventura.ca.gov |

**8. Termination**

At any time, with or without cause, either party shall have the right to terminate this Agreement by giving written notice of termination pursuant to Section 7 of this Agreement, and such termination shall be effective immediately upon giving notice. There shall be no period of grace after giving the notice of termination. At the end of the license term or upon termination of this License Agreement, Licensee shall remove all encroachments within the public right-of-way/License Area at the Licensee's sole expense.

**9. Hold Harmless and Indemnification Obligations**

At all times this License Agreement remains in effect, SCE shall hold City, its officers, employees, agents, boards and commissions, and members thereof, harmless of and free from any and all claims, loss, damages, expenses, and liabilities which may arise out of or relate to this License Agreement and/or Licensee's occupancy and use of the License Area in the manner authorized by this License Agreement, including those claims arising from the active or passive negligence of the City, but excepting those claims arising from the sole negligence or willful misconduct of the City.

Should City or any of its officers, employees, agents, boards and commissions, and members thereof, be named in any suit, or should any claim be made against it or any of them by suit or otherwise, whether the same be groundless or not, arising out of or relating to this License Agreement and/or Licensee's occupancy and use of the License Area in the manner authorized by this License Agreement, SCE shall defend and indemnify them for any judgment rendered against them or any sums paid out in settlement or otherwise.

**10. Governing Law**

This Agreement shall be interpreted and construed under the laws of the State of California and neither for or against any of the Parties, regardless of the degree to which any of the Parties participated in its drafting. Should litigation occur, venue shall be in the Ventura County Superior Court.

**11. Entire Agreement**

This agreement of the Parties hereto with respect to the matters contained herein, shall constitute the entire understanding between the Parties and supersedes any prior agreement or understanding, oral or written. Except as otherwise provided, this Agreement will bind and inure to the benefit of the Parties to this Agreement and any subsequent successors and assigns.

**12. Severability**

If any provision of this agreement shall be held invalid, the remainder of this agreement shall not be affected thereby.

**IN WITNESS WHEREOF,** the parties hereto have executed this Agreement as of the date first above written.

**SOUTHERN CALIFORNIA EDISON COMPANY**

| | |
|---|---|
| _____ | _____ |
| Fabiola Guerra, PMC | Richard Chen |
| Land Services Agent | Land Management Manager |

**CITY OF SAN BUENAVENTURA**

_____
Nancy O'Connor
Director of Parks, Recreation and Community Partnerships

APPROVED AS TO FORM
Gregory G. Diaz, City Attorney

By: _____
Jennifer Lee, Assistant City Attorney

**ATTACHMENT**
Exhibit A - Map

# ORDINANCE NO. 743

## AN URGENCY ORDINANCE OF THE BOARD OF SUPERVISORS OF THE COUNTY OF SHASTA, STATE OF CALIFORNIA, ESTABLISHING REQUIREMENTS FOR THE REMOVAL OF FIRE DAMAGED DEBRIS FROM PRIVATE PROPERTY FOLLOWING THE CARR FIRE

Board of Supervisors of the County of Shasta, State of California, ordains as follows:

**SECTION 1**

This ordinance shall be known as the Shasta County Carr Fire Cleanup Emergency Ordinance.

**SECTION 2**

Emergency Findings. This urgency ordinance is adopted pursuant to California Government Code sections 25123(d) and 25131 and shall take effect immediately upon its approval by at least a four-fifths vote of the Board of Supervisors. The Board finds that this ordinance is necessary for the immediate preservation of the public peace, health and safety, based upon the following facts:

1. A large number of residential and commercial structures have burned in the Carr Fire.

2. The potential for widespread toxic exposures and threats to public health and the environment exists in the aftermath of a major wildfire disaster. Debris and ash from residential and commercial structure fires can contain hazardous substances and the health effects of hazardous substances releases after a wildfire are well-documented.

3. The combustion of building materials such as siding, roofing titles, and insulation can result in dangerous ash that contains asbestos, heavy metals, and other hazardous materials. Household hazardous waste such as paint, gasoline, cleaning products, pesticides, compressed gas cylinders, and chemicals may have been stored in homes, garages, or sheds that may have also burned in the fire, also producing hazardous materials.

4. Exposure to hazardous substances may lead to acute and chronic health effects, and may potentially cause long-term public health and environmental impacts. Uncontrolled hazardous materials and debris pose significant threats to public health through inhalation of dust particles and contamination of drinking water supplies. Improper handling can expose workers to toxic materials, and improper transport and disposal of fire debris can spread hazardous substances throughout the community.

5. Standards and removal procedures are needed immediately to protect the environment and public health, and to facilitate coordinated and effective mitigation of the risks to

the environment and public health from the health hazards generated in the Carr Fire disaster.

6. On August 1, 2018, pursuant to California Health and Safety Code sections 101075 through 101095 and 101040, the County Health Officer issued a "Proclamation of a Local Health Emergency" due to the threats to public health posed by the existence of wildfires burning throughout the County known as the Carr Fire (the "Order").

7. The Order prohibits removal of fire debris from residential properties without first obtaining a hazardous materials inspection from the United States Environmental Protection Agency or the California Department of Toxic Substances Control. Pending the enactment of additional requirements to address the Carr Fire disaster clean up, the Order prohibits, among other things, removal of fire-generated waste and debris without a hazardous materials inspection conducted by U.S. Environmental Protection Agency, California Department of Toxic Substances Control, or Shasta County Environmental Health Division personnel.

8. It is essential that this ordinance become immediately effective in order to mitigate the harm that could be caused to the public health and safety and to the environment from improper disturbance, removal and/or disposal of debris containing hazardous materials, and to facilitate the orderly response to the Carr Fire disaster.

**SECTION 3**

Removal of Fire Damaged Debris from Private Property.

1. Definitions.

(a) Director. The term Director shall mean the Shasta County Director of Environmental Health or his/her designee.

(b) OES Program. For purposes of this ordinance, the term "OES Program" shall mean the fire damage debris clearance program operated by the Office of Emergency Services for the Carr Fire in conjunction with other State and Federal agencies.

(c) Alternative Program: For purposes of this ordinance, the term "Alternative Program" shall mean the requirements for inspections and clean up established by the County of Shasta for property owners that opt out of or are ineligible for the OES Program.

(d) Private Action. For the purposes of this ordinance, the term "private action" shall mean the removal of fire debris from private property damaged by the Carr Fire by persons not eligible for or opting out of the OES Program.

(e) Removal of Fire Debris. The term "removal of fire debris" as used in this ordinance includes all cleanup of fire debris from structures resulting from the Carr Fire, including removal, transport and disposal of fire debris, but it does not include the removal of

personal property from residential sites unless such removal of personal property involves cleanup and the removal of ash from the property.

(f) Right of Entry Permit. The term "Right of Entry Permit" means the Debris Removal Right-of-Entry Permit (For Providing Debris Removal on Private Property) approved by the California Office of Emergency Services for use in the cleanup after the Carr Fire.

(g) Board. The term "Board" means the Board of Supervisors.

2. Term of this Ordinance.

This ordinance shall take effect immediately upon adoption and shall remain in effect until the cleanup of fire debris has been completed on all properties damaged by the Carr Fire.

3. Prohibition on Removal of Fire Debris from Private Property

No fire debris from structures shall be removed from private property without a hazardous materials inspection conducted either by the U.S. Environmental Protection Agency or California Department of Toxic Substances Control through the Office of Emergency Services' fire debris clearance program; or by another state or federal agency with the appropriate expertise approved by the Director through the Alternative Program.

4. Removal of Fire Debris through the OES Program.

(a) Effect of the Right of Entry Permit: The Right of Entry Permit shall function as the sole permit and authorization for participation in the OES Program.

(b) Notwithstanding any contrary provision in the Shasta County Code, no county approvals or permits for fire debris removal are required for structures participating in the OES Program, other than the Right of Entry agreement.

5. Removal of Fire Debris through the Alternative Program.

(a) The County shall administratively adopt and administer the Alternative Program in the unincorporated areas of Shasta County under the supervision of the County Executive Officer or his/her designee. The County shall utilize the state and federal standards and cleanup goals of the OES Program as the standards for the Alternative Program. Under the supervision of the County Executive Officer or his/her designee, the County may administratively update these standards as necessary to address ongoing changes in the administration of the OES Program and the need to efficiently remove hazardous fire debris from the community.

(b) For those persons who are not eligible for the OES Program, or who opt out of the OES Program, private action to remove fire debris from fire-damaged properties is prohibited unless and until a hazardous materials inspection has been performed and authorization from the Director has been provided pursuant to the Alternative Program.

(c) The Alternative Program shall require an application that identifies the appropriate licensed contractors who will perform the work and the submission of plans that demonstrate that the standards established in the Alternative Program will be met. Work shall not begin until the County approves the application and issues a demolition permit. The County may rely upon the subject matter expertise of multiple departments or agencies in deciding whether to approve the application.

(d) Upon completion of the work described in the approved plans, the Alternative Program shall require an application for certification of successful completion of the work required by the Alternative Program.

(e) A county demolition permit shall be required for private debris removal work for which the Director has issued an approval allowing such work to proceed.

(f) The City of Redding shall administer its own alternative program within its jurisdictional boundaries and the Director may assist the City of Redding in the enforcement of that alternative program. The Director shall be notified of applications within the City's alternative program, and compliance with the City's program is sufficient for the Order.

6. Hold on Building Permits.

(a) Any issued County of Shasta building permit to repair or reconstruct a fire damaged structure or private infrastructure shall be held in abeyance and not acted upon until fire debris cleanup is completed on the affected property and completion is confirmed to the County Building Official, either through the OES Program or through the Alternative Program.

7. Deadlines and Enforcement.

(a) The Board may set deadlines for filing either an acceptable Right of Entry Permit in the OES Program or an acceptable application for the Alternative Program by resolution.

(b) Properties that have fire ash and debris from the Carr Fire and that have neither an approved Right of Entry Permit for the OES Program nor an approved application for the Alternative Program by the deadline set by the Board are hereby declared a nuisance and health hazard.

(c) The Board may set deadlines for the completion of work in the Alternative Program by resolution. Properties that have fire ash and debris from the Carr Fire after that deadline are hereby declared a nuisance and health hazard.

(d) The Board's intent is to facilitate orderly remediation of a large scale disaster. Nothing in these deadlines shall limit the authority of the County to abate hazards more quickly where required by exigent circumstances. Nothing in this ordinance or in these deadline

limits the authority of the Health Officer to require preventive measures as defined in Health and Safety Code section 101040.

(e) Enforcement and Abatement.

(1) General Enforcement action. When the Director determines that an activity is being performed in violation of this Ordinance, the Director may initiate an enforcement action using the process set forth in the Shasta County Code and may seek the imposition of costs and civil penalties pursuant to the Shasta County Code. Nothing in this provision is intended to prevent alternate enforcement mechanisms, including but not limited to, health officer orders pursuant to Health & Safety Code section 101040.

(2) Summary Abatement. Pursuant to the authority of Cal. Const., art. XI, Section 7; Health & Safety Code Section 101040, Government Code Section 25845, and the Shasta County Code, if the Director determines that a violation of this ordinance has created an emergency condition which seriously endangers the public health or safety, the County may abate the condition within the unincorporated territory of the County of Shasta. The costs shall be charged to the property owner(s) and the County may, at its option, recover the same in an administrative or civil action. Such charges shall be in addition to any penalty for a violation of this Ordinance.

(i) Pre-Abatement Notice. Unless emergency conditions preclude doing so, the Director shall issue a Summary Abatement Notice and Order with reasonable notice. The Notice and Order shall be mailed to the property owner(s) as listed on the last equalized tax roll. A summary of the Notice and Order shall be posted in a conspicuous location on the property to be abated at least 10 calendar days prior to the summary abatement action.

(ii) Appeal and Waiver. The property owner(s) or any person or entity having a legal interest in the property may submit a written appeal of the Director's Order to the County Executive Officer or his/her designee no later than 10 calendar days from the date of mailing of the Notice and Order. The written appeal shall state the basis for the appeal. The County Executive Officer or his/her designee shall review the appeal and shall issue a written decision (the "Decision") no later than 10 calendar days after receipt. The Decision shall uphold, rescind or modify the determination of the Notice and Order. The Decision on the appeal shall be final. Failure to appeal within the time prescribed shall constitute a waiver of the right to contest the summary abatement.

(iii) Post Abatement Notice. After the summary abatement is completed, the Director shall serve the property owner(s) with a post abatement notice that sets forth: (a) The actions taken by the County; (b) the reasons for the actions; (c) a statement of the costs, expenses and attorneys fees, if any, of the abatement and notice of the County's intent to collect those costs; and (d) right to appeal the costs determination within 10 calendar days of the notice. If the property owner is responsible for any costs, expenses or attorney's fees, such costs shall become a lien against the property and a Notice of Abatement Lien may be recorded.

(iv) Post Abatement Costs Appeal. If the property owner(s) or anyone with a legal interest in the property submits a timely costs appeal, the County shall schedule an administrative hearing on the matter and provide the appealing party with reasonable notice of the hearing.

The hearing officer shall conduct an administrative hearing where each party shall have the opportunity to present evidence and the County shall have the obligation to establish that the costs, including expenses and attorney's fees, if any, incurred for the summary abatement were necessary by a preponderance of the evidence. After the hearing, the hearing officer shall issue a written decision and order that shall be served upon the appealing party within 30 calendar days of the hearing unless extended by agreement of the parties.

(3) Judicial Enforcement Action. County Counsel is authorized to initiate judicial enforcement as to a violation of any provision of this Ordinance without further Board approval.

(4) Remedies not exclusive. The remedies identified are in addition to and do not supersede or limit any and all other remedies, civil or criminal. The remedies provided in this chapter shall be cumulative and not exclusive. Should action be initiated under the Enforcement & Abatement provisions of this Urgency Ordinance, the Enforcement & Abatement provisions of this Urgency Ordinance shall control over any provisions in the Shasta County Code.

**SECTION 4**

Adoption of this Ordinance is exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Public Resources Code Section 21080(b)(3) regarding projects to maintain, repair, restore, or replace property or facilities damaged or destroyed as a result of a declared disaster and Section 21080(b)(4) regarding actions to mitigate or prevent an emergency, and CEQA Guidelines Section 15269(a) regarding maintaining, repairing, restoring, demolishing, or replacing property or facilities damaged or destroyed as a result of a disaster stricken area in which a state of emergency has been proclaimed by the Governor pursuant to the California Emergency Services Act, commencing with Section 8550 of the Government Code.

**SECTION 5**

If any section, subsection, sentence, clause, or phrase of this Ordinance is for any reason held to be unconstitutional or invalid, such decision shall not affect the validity of the remaining portion of this Ordinance. The Board of Supervisors hereby declares that it would have passed this Ordinance and every section, subsection, sentence, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared unconstitutional or invalid.

**SECTION 6**

This Ordinance shall be and the same is hereby declared to be in full force and effect immediately upon its passage by a four-fifths (4/5) or greater vote. The Clerk shall cause this ordinance to be published as required by law.

**DULY PASSED AND ADOPTED** this 14th day of August, 2018, by the Board of Supervisors, County of Shasta, State of California, by the following vote:

| | |
|---|---|
| AYES: | Supervisors Baugh, Kehoe, Moty, Rickert and Morgan |
| NOES: | None |
| ABSENT: | None |
| ABSTAIN: | None |
| RECUSE: | None |

LES BAUGH, CHAIRMAN
Board of Supervisors
County of Shasta
State of California

ATTEST:

LAWRENCE G. LEES
Clerk of the Board of Supervisors

By _____
Deputy

**RESOLUTION NO. 2018-080**

**RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF SHASTA ESTABLISHING DEADLINES FOR THE SUBMISSION OF DEBRIS REMOVAL RIGHT-OF-ENTRY PERMITS, ALTERNATIVE FIRE DEBRIS REMOVAL PROGRAM APPLICATIONS AND WORK PLANS AND COMPLETION OF DEBRIS REMOVAL UNDER THE ALTERNATIVE PROGRAM**

**WHEREAS,** a large number of residential and commercial structures have burned in the Carr Fire; and

**WHEREAS,** the potential for widespread toxic exposures and threats to public health and the environment exists in the aftermath of a major wildfire disaster; and

**WHEREAS,** on August 1, 2018, the County Health Officer issued a "Proclamation of a Local Health Emergency" pursuant to California Health and Safety Code sections 101075 through 101095 and 101040 due to the risk to public health posed by the Carr Fire; and

**WHEREAS,** the Board of Supervisors has adopted Ordinance No. 743 (Ordinance) establishing requirements for the removal of fire-damaged debris from private property following the Carr Fire; and

**WHEREAS,** the Ordinance made provisions for the removal of fire-damaged debris through the Office of Emergency Services (OES) Program in conjunction with other state and federal agencies; and

**WHEREAS,** a Debris Removal Right-of-Entry Permit is the sole permit and authorization for participation in the OES Program. All private property owners eligible for and who intend to participate in the OES Program must complete and submit a Debris Removal Right-of-Entry Permit to establish participation and allow state and federal agencies to enter their property to conduct the public fire damage debris removal project; and

**WHEREAS,** the Ordinance made provisions for the removal of fire debris through the Alternative Program by property owners that opt out of or are ineligible for the OES Program; and

**WHEREAS,** all private property owners who intend not to participate in the OES Program must complete and submit an Alternative Fire Debris Removal Program Application and abide by all of the terms and conditions required for participation in the Alternative Program; and

**WHEREAS,** the Ordinance made provisions for the setting of deadlines by resolution for enrollment in the OES Program, the Alternative Program, and for the completion of work in the Alternative Program; and

**WHEREAS,** the Ordinance declared that properties which have failed to meet specified deadlines are a nuisance and health hazard subject to enforcement and summary abatement.

**NOW, THEREFORE BE IT RESOLVED**, that the Board of Supervisors hereby adopts the following deadlines:

| Date | Milestone |
|---|---|
| September 30, 2018 | Submittal of an acceptable Right-of-Entry Permit for the OES Program<br>or<br>Submittal of an Alternative Fire Debris Removal Program Application and Work Plan |
| October 15, 2018 | Approved Work Plan per the Alternative Program |
| November 7, 2018 | Completion of debris removal under the Alternative Program |

**BE IT FURTHER RESOLVED,** that the Shasta County Executive Officer has the delegated authority, during the local emergency, to modify these deadlines as necessary to address public health needs and to facilitate the efficient removal of fire-damaged debris.

**DULY PASSED AND ADOPTED** this 11th day of September, 2018, by the Board of Supervisors of the County of Shasta, by the following vote:

AYES: Supervisors Moty, Rickert, Morgan, Baugh, and Kehoe
NOES: None
ABSENT: None
ABSTAIN: None
RECUSE: None

LES BAUGH, CHAIRMAN
Board of Supervisors
County of Shasta
State of California

ATTEST:

LAWRENCE G. LEES
Clerk of the Board of Supervisors

By: _____
Deputy

This letter was sent Sept. 14, 2018, to the following list of property owners:

# Shasta County

## DEPARTMENT OF PUBLIC WORKS

1855 PLACER STREET
REDDING, CA 96001-1759
530.225.5661 530.225.5667 FAX
800.479.8022 California Relay Service at 700 or 800.735.2922

**PATRICK J. MINTURN, DIRECTOR**
C. TROY BARTOLOMEI, DEPUTY
KEN D. CRISTOBAL, DEPUTY
SCOTT G. WAHL, DEPUTY

September 14, 2018

**COURTESY NOTICE: Carr Fire Debris Removal and Cleanup Deadline of September 30, 2018**

Dear Property Owner:

We understand that your home or building was destroyed in the Carr Fire. These losses have been a terrible tragedy for our community. As part of the recovery and cleanup process, we are following up with property owners about debris removal options and cleanup deadlines. Two options for debris removal and property cleanup are available: (1) the Cal Recycle Debris Removal Program, which requires property owner permission by completing a Right of Entry (ROE); or (2) the Alternative Opt-out Program.

As of the date of this letter, we have not received an ROE or Alternative (Opt-out) application for debris clean-up on your property. If you have already submitted your ROE or Alternative Opt-out application, you may disregard this courtesy notice. The ROE and Opt-out forms are available online www.shastareddingrecovers.org. The deadline to submit a form is **September 30, 2018** as set forth in the enclosed Resolution 2018-080.

Below is some information about the ROE Program to assist you in making a decision in regards to debris clean-up on your property.

- The ROE Program is managed by the California Department of Resources Recycling and Recovery (CalRecycle). Their experts have extensive experience in disaster debris removal.
- CalRecycle has mobilized dozens of crews and debris removal has commenced.
- The state-run ROE program covers asbestos testing and removal; site assessments; removal of foundations, ash and contaminated soil; air monitoring and dust control; soil sampling; soil re-scraping (as needed); erosion control and final inspection.
- State-managed crews follow stringent health and safety protocols to prevent additional harm during the cleanup process.
- There are no out-of-pocket costs to participating homeowners, regardless of actual cleanup costs or residential insurance coverage.

Property owners who decline to participate in the State-sponsored debris removal program shall be responsible for their own debris removal in accordance with the Opt-out Program. Debris removal under the Opt-out option must be performed to the same strict standards as the ROE Program. Additionally, documentation will be required to complete the demolition permit prior to rebuilding. Established guidelines shall be followed to ensure that health and safety risks to the community are adequately addressed. State disaster assistance funding may not be available. If you choose to opt-out, an application shall be submitted by September 30, 2018 and your debris shall be removed by November 7, 2018.

PROPERTIES WHICH HAVE FAILED TO MEET THE SPECIFIED DEADLINES SET FORTH IN RESOLUTION 2018-080 ARE DEEMED A NUISANCE AND HEALTH HAZARD AND WILL BE SUBJECT TO ENFORCEMENT AND SUMMARY ABATEMENT PURSUANT TO SHASTA COUNTY ORDINANCE NO. 743.

If you have questions on debris removal options, forms and processes, please contact the Debris Removal Operations Center (DROC), 1300 Hilltop Drive, Redding, CA 96003, (925) 216-3028 or visit the Recovery website at www.shastareddingrecovers.org.

Sincerely,

Patrick J. Minturn, Director
Carr Fire Recovery

Enclosure

This letter was sent on Sept. 25, 2018, to the following property owners:

# Shasta County

## DEPARTMENT OF PUBLIC WORKS

1855 PLACER STREET
REDDING, CA 96001-1759
530.225.5661 530.225.5667 FAX
800.479.8022 California Relay Service at 700 or 800.735.2922

**PATRICK J. MINTURN, DIRECTOR**
C. TROY BARTOLOMEI, DEPUTY
KEN D. CRISTOBAL, DEPUTY
SCOTT G. WAHL, DEPUTY

September 25, 2018

**SECOND NOTICE: Carr Fire Debris Removal and Cleanup Deadline of September 30, 2018**

Dear Property Owner:

We understand that your building was destroyed in the Carr Fire. Cleanup deadlines are approaching.

Two options for debris removal and property cleanup are available: (1) the Cal Recycle Debris Removal Program, which requires property owner permission by completing a Right of Entry (ROE); or (2) the Alternative Opt-out Program. As of the date of this letter, we have not received an ROE or Alternative (Opt-out) application for debris clean-up on your property. The deadline to submit a form is **September 30, 2018** as set forth in the enclosed Resolution 2018-080.

PROPERTIES WHICH HAVE FAILED TO MEET THE SPECIFIED DEADLINES SET FORTH IN RESOLUTION 2018-080 ARE DEEMED A NUISANCE AND HEALTH HAZARD AND WILL BE SUBJECT TO ENFORCEMENT AND SUMMARY ABATEMENT PURSUANT TO SHASTA COUNTY ORDINANCE NO. 743.

If you have questions on debris removal options, forms and processes, please contact the Debris Removal Operations Center (DROC), 1300 Hilltop Drive, Redding, CA 96003, (925) 216-3028 or visit the Recovery website at www.shastareddingrecovers.org. You may also contact Shasta County Environmental Health Division at (530) 225-5787.

Sincerely,

Patrick J. Minturn, Director
Carr Fire Recovery

Enclosure

# Shasta County

DEPARTMENT OF RESOURCE MANAGEMENT
1855 Placer Street, Redding, CA 96001

**Paul A. Hellman**
Director

**Dale Fletcher,CBO**
Assistant Director

**SUMMARY ABATEMENT NOTICE AND ORDER** **October 5, 2018**

CUPPLES CARL O & CLAUDINE TR
10144 SANDY LN
REDDING CA 96001

**PROPERTY ADDRESS**: 10144 SANDY LN, REDDING CA 96001

**APN**: 204-150-016-000

**Notice is hereby given** that the Shasta County Director of Environmental Health has determined that the above-referenced property is in violation of the Carr Fire Cleanup Urgency Ordinance No. 743, and is subject to emergency summary abatement as a public nuisance due to the existence of potentially hazardous, fire-generated debris from the Carr Fire in Shasta County.

**ACCORDING TO THE PROCLAMATION OF A LOCAL HEALTH EMERGENCY BY THE SHASTA COUNTY HEALTH OFFICER 8-1-18 and GOVERNOR BROWN'S EXECUTIVE ORDER B-53-18 (dated August 9, 2018)**, this hazardous fire-generated debris has resulted in emergency conditions, including the conditions on your property, which seriously endanger the public health and/or safety, and the environment. Unless you take immediate action, the County and/or CalRecycle will enter your property and remove all hazardous fire-generated debris. Through this summary abatement process, slabs and foundations will be removed. You may be charged for all related costs and billed for work completed. Also, a lien may be placed on your property if the bill is not paid within 30 days from receipt.

Our records indicate that you did not submit a Right of Entry form nor an Alternative Program Application (Opt Out) and Demolition Permit Application required to properly clean up your parcel. Should this be incorrect, or if you wish to discuss these options, please immediately contact the Debris Removal Operation Center (DROC) at 1300 Hilltop Drive, Redding, CA, 96003, (925) 216-3028.

Should you dispute this summary abatement determination, you must submit a written Appeal of this Summary Abatement Notice and Order within ten (10) calendar days from the date of this Notice. An Appeal of Notice and Order of Summary Abatement form is enclosed for your use. You can also submit a Right of Entry form for the CalRecycle cleanup during this time frame if you have not been able to do so to date at the DROC or email to resmgmt@co.shasta.ca.us, or fax to (530) 225-5413. The Right of Entry form can be found at: https://www.co.shasta.ca.us/index/drm_index/eh_index.aspx.

**FAILURE TO SUBMIT A TIMELY APPEAL WILL CONSTITUTE A WAIVER OF YOUR RIGHT TO CONTEST THE SUMMARY ABATEMENT.**

Caley Fletcher

Shasta County Building Official, Designee
(530) 225-5761

☐ *Suite 101*
AIR QUALITY MANAGEMENT DISTRICT
530 225-5674
Fax 530 225-5237

☐ *Suite 102*
BUILDING DIVISION
530 225-5761
Fax 530 245-6468

☐ *Suite 103*
PLANNING DIVISION
530 225-5532
Fax 530 245-6468

☒ *Suite 201*
ENVIRONMENTAL HEALTH DIVISION
COMMUNITY EDUCATION
530 225-5787
Fax 530 225-5413

☐ *Suite 200*
ADMINISTRATION
530 225-5789
Fax 530 225-5807

Toll Free Access Within Shasta County 1 800 528-2850

## APPEAL OF NOTICE AND ORDER OF SUMMARY ABATEMENT

Any property owner(s) or any person or entity with legal interest in the subject property may appeal the Summary Abatement Notice and Order. To appeal the Notice and Order of Summary Abatement, complete this form by explaining the reason for your appeal. You may also submit any documentation that is relevant to the basis of your appeal.

Please note: This Appeal Form must be submitted to Mary Williams, Clerk of the Board, within **ten (10)** days from the date of the Notice and Order of Summary Abatement. Failure to appeal within this time will be deemed a waiver of the right to contest the abatement.

**Submit Appeal to:** Shasta County Clerk of the Board, Attention: Mary Williams
1450 Court Street, Suite 308B, Redding, CA 96001
Phone: 530/225-3757

**□ I hereby appeal the Notice and Order of Summary Abatement for the following property based on the enclosed information. (See reverse side.)**

**Property Owner Information:**

**Names(s):** _____

_____

**Relationship to Subject Property:** _____

**Subject Property Address:** _____

**Subject Property APN:** _____

**Mailing Address:** _____

_____

_____

**Telephone No:** _____ **Email:** _____

This appeal will be reviewed by the County Executive Officer. Upon review, the County Executive Officer will issue a written decision no later than ten (10) days after receipt of the appeal. The County Executive Officer's decision shall be final.

_____ _____

Date Signature

*See Reverse Side for Written Basis for Appeal.*

**Written basis for appeal:**

□ Additional documentation enclosed.

**AFFIDAVIT OF MAILING**
**DECLARATION UNDER PENALTY OF PERJURY**

I, Laura Russell, declare:

I am over the age of 18 and not a party to this matter or have a conflict of interest. I am an employee of the County of Shasta.

On October 5, 2018, I served the document(s) listed below by placing them in an envelope and placing the envelope for collection and mailing following our ordinary business practices. I am familiar with the County's business practices for collecting and processing correspondence for mailing, it is deposited in the ordinary course of business with the United States Postal Service in a sealed envelope with postage fully prepaid.

DOCUMENT(S):

(1) Summary Abatement Notice and Order for:

**PROPERTY ADDRESS:** 10144 SANDY LN, REDDING CA 96001
**APN:** 204-150-016-000

(2) Appeal of Notice and Order of Summary Abatement

ENVELOPE(S) ADDRESSED TO:

CUPPLES CARL O & CLAUDINE TR
10144 SANDY LN
REDDING CA 96001

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed at Redding, California this 5th day of October, 2018.

Laura Russell

Laura Russell, Executive Assistant

# SHASTA COUNTY

**CLERK OF THE BOARD OF SUPERVISORS**
**A DIVISION OF THE ADMINISTRATIVE OFFICE**
**LAWRENCE G. LEES, CEO/CLERK OF THE BOARD**

1450 COURT STREET, SUITE 308B
REDDING, CALIFORNIA 96001
VOICE (530) 225-5550
TOLL FREE IN NORTH STATE (800) 479-8009
FAX (530) 225-5189
clerkoftheboard@co.shasta.ca.us
www.co.shasta.ca.us


October 22, 2018

Michael Duffy
1623 Beltline Road B-1
Redding, CA 96003

Re: **NOTICE OF DECISION – APPEAL OF SUMMARY ABATEMENT ORDER**
Carr Fire Debris Removal

Dear Michael Duffy:

This letter will serve as notice of the County Executive Officer's Decision regarding your appeal of the Shasta County Director of Environmental Health's Summary Abatement Notice and Order for your Property located at (address) (APN).

A copy of the Decision is attached hereto.

The County Executive Officer's Decision is final pursuant to County Ordinance No. 743 section 7(e)(2)(ii).

Please contact me if you have any questions.

Sincerely,

Mary Williams
Chief Deputy Clerk of the Board

# SHASTA COUNTY

**CLERK OF THE BOARD OF SUPERVISORS**
**A DIVISION OF THE ADMINISTRATIVE OFFICE**
**LAWRENCE G. LEES, CEO/CLERK OF THE BOARD**

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clerkoftheboard@co.shasta.ca.us
www.co.shasta.ca.us


October 18, 2018

Michael Duffy
1623 Beltline Rd., B1
Redding, CA 96003

Re: **DECISION ON APPEAL OF SUMMARY ABATEMENT ORDER**
Carr Fire Debris Removal
Property Owner(s): Michael Duffy
Property Address: 16117 Middle Creek Road
APN: 065-320-022-000

The Property Owner filed a letter with the Shasta County Department of Resource Management in response to the October 5, 2018 Summary Abatement Notice and Order regarding the above-referenced Property. The letter will be construed for these purposes as a timely appeal of the Summary Abatement Notice and Order.

The Record on appeal consisted of the Proclamation of a Local Health Emergency by the Shasta County Health Officer 8-1-18; Governor Brown's Executive Order B-53-18 (dated August 9, 2018); Carr Fire Cleanup Urgency Ordinance No. 743; Shasta County Resolution No. 2018-080, the September 14, 2018 Courtesy Notice: Carr Fire Debris Removal and Cleanup Deadline of September 30, 2018; the September 25, 2018 Second Notice: Carr Fire Debris Removal and Cleanup Deadline of September 30, 2018; the October 5, 2018 Summary Abatement Notice and Order; the Property Owner's Appeal of Notice and Order of Summary Abatement; written basis for the appeal and any additional documentation submitted by the Property Owner, responsive information provided by Shasta County, all regarding the above-referenced Property.

Having considered the entire Record presented, the Shasta County Executive Officer finds:

The Summary Abatement Notice and Order are upheld and the appeal is DENIED, but is STAYED pending timely compliance and completion of all work in accordance with the Alternative Plan. The Property Owner has submitted an Alternative Plan and a demolition permit has been issued. If the work required by the Alternative Plan is completed by November 7, 2018, Shasta County shall not abate the conditions regarding the above-referenced Property at this time. However, if the work is not completed by November 7, 2018, Shasta County is authorized to issue a Notice to Proceed to California Office of Emergency Services and/or CalRecycle to perform the wildfire debris removal and cleanup (summary abatement) of the above-referenced Property.

The County Executive Officer's decision is final pursuant to Shasta County Ordinance No. 743, Section 7(e)(2)(ii).

Lawrence G. Lees,
Shasta County Executive Officer

FDS 120106

October 26, 2018

Charles Rabamad Sent by Email: Charles.Rabamad@CalOES.ca.gov
Deputy State Coordinating Officer
California Governor's Office of Emergency Services
3650 Schriever Avenue
Mather, CA 95655

Subject: OES Cleanup Program
Parcel xxxxxxxxxxxxx
Notice to Proceed

Dear Mr. Rabamad:

The abatement order for the subject parcel has been signed and fully executed by the County of Shasta. You are hereby notified to proceed with cleanup of the Subject parcel.

If you have any questions, please call Shasta County Environmental Health Division at (530) 225-5787.

Sincerely,

Patrick J. Minturn, Director
Carr Fire Recovery

CC:
Melinda Stehr by email: Melinda.Stehr@CalOES.ca.gov
Sean Smith by email: Sean.Smith@CalOES.ca.gov
Alex Pal by email: Alex.Pal@CalOES.ca.gov

PJM/ldr

**PAUL A. HELLMAN**
**DIRECTOR**
Department of Resource Management
**DALE J. FLETCHER**
Building Official
Department of Resource Management
1855 Placer Street, Suite 102
Redding, California 96001
Ph (530) 225-5761
Fax (530) 245-6474

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**IN AND FOR THE COUNTY OF SHASTA**

| | |
|---|---|
| **IN THE MATTER OF INSPECTION OF:**<br><br>**14882 TRINITY MOUNTAIN ROAD**<br>**FRENCH GULCH 96033**<br>**(APN: 046-480-031-000)**<br><br>**Property of:**<br>**HEPLER JAMES** | **AFFIDAVIT OF MARC PELOTE IN SUPPORT OF ISSUANCE OF INSPECTION/ABATEMENT WARRANT (FORCIBLE ENTRY) (NO NOTICE REQUIRED)** |

1. I, MARC PELOTE, declare as follows:

From 1989 to 2000, I worked in the construction industry for three builders. My duties included building custom homes from start to finish, overseeing work crews, and construction management and production home construction. From 2000 to 2005, I was employed by the City of Sacramento as a Building Inspector. My duties as a Building Inspector included inspecting properties for compliance with the California Building Code and City of Sacramento codes. Beginning in 2006, I was employed as a Building Inspector in the City of Rancho Cordova. My duties included residential plan review, property and building inspection for compliance with State and City codes and ordinances. Beginning in July 2013, I began working for the County of Shasta, Resource Management, Building Division as a

Building Inspector II. My duties include property/building inspection for compliance with State and County codes and ordinances.

During my career, I have inspected over 1,000 properties and have testified in several hundred nuisance abatement hearings as an expert witness. The hearings addressed violations of various State, City and County codes and ordinances. Additionally, I am a certified Code Enforcement Officer and have attended ongoing continuing code enforcement education, including, but not limited to: August 4-8, 2014, March 16-20, 2015 and May 18-22, 2015 Sacramento Regional Safety Training Center classes for Basic, Intermediate and Advanced Code Enforcement.

On January 09, 2017, I accepted a Building Inspector III position with the County of Shasta.

On October 10-11 2018 I attended several classes in Seaside CA held by Matthew Silver and Curtis Wright concerning 4th Amendment Property Access and Inspection Warrant writing.

2. On July 26, 2018, the Director of Emergency Services of the County did proclaim the existence of a local emergency within the County of Shasta due to the Carr Fire.

3. On August 1, 2018, the Shasta County Public Health Officer declared a local health emergency due to the potential threat posed the existence of the Carr Fire and the debris removal process is on-going.

4. On July 30, 2018, the Shasta County Board of Supervisors ratified the Director of Emergency Services' local emergency proclamation.

5. Cleanup and hazard mitigation within the footprint of the Carr fire, to protect the public, is ongoing and beyond the control of the services, equipment, and facilities of Shasta County.

6. The Board of Supervisors continues to recognize that the circumstances that led to the July 26, 2018 local emergency proclamation continue to exist.

7. The Board of Supervisors of the County of Shasta Proclaimed and Ordered that during the existence of this local emergency, the powers, functions, and duties of the Director of Emergency Services and the emergency organization of this county shall be those prescribed by state law, ordinances, and resolutions of the County of Shasta and approved by the Board of Supervisors, and by the Shasta Operational Area Emergency Operations Plan, as approved by the Board of Supervisors.

8. On August 14, 2018, the Board of Supervisors adopted Ordinance 743, An Urgency Ordinance of the Board of Supervisors of the County of Shasta, State of California, Establishing

Requirements for the Removal of Fire Damaged Debris from Private Property Following the Carr Fire. Ordinance 743 permits the summary abatement of non-compliant properties.

9. This affidavit is made in support of a request for an inspection/abatement warrant to enter onto and inspect the property at **14882 TRINITY MOUNTAIN ROAD**, (APN **046-480-031-000**) known henceforth as "the Property") and abate any violations of Shasta County Ordinance 743, in the unincorporated area of Shasta County. The purpose of the inspection/abatement warrant is to precisely determine the nature of the remaining nuisance conditions existing on the Property, if any, and to abate any existing nuisance conditions consistent with the Summary Abatement Notice and Order issued on October 5, 2018. A true and correct copy of the Summary Abatement Notice and Order is attached hereto.

3. The alleged ordinance violations are;

Shasta County Ordinance 743.

4. I have reason to believe, based on my experience and the information provided in this affidavit that the violations of Shasta County Ordinance 743 exist on the Property

5. On October 5, 2018 a Summary Abatement Notice and Order (attached) was mailed to the owner's address as listed in the Megabyte Tax System. A copy of the Notice was also posted on the gate blocking the driveway. There were no responses to the mailing or the posting.

6. On October 26, 2018 the Final Order (attached) was drafted and sent to the Property owner and the State Office of Emergency Services Coordinating Officer Charles Rabamad. On the document the Property is identified by Assessor Parcel Number only. This document allows the State OES to begin the cleanup and abatement of the Property.

7. On October 29, 2018 I posted a copy of the Final Order (attached) to start the abatement process for the Property. There has been no response to the posting or the mailing.

8. On October 29, 2018 the CalOES/CalRecyle debris removal team from the State attempted to access the Property and could not get past a locked gate blocking the driveway. Due to the terrain the driveway is the only way to access the Property as the location of the area affected is on top of a hill.

9. To this date there has been no reply to the Summary Abatement Notice and Order or communication from with Mr. Hepler addressing the Notices despite repeated attempts to contact him. We have attempted to reach Mr. Hepler by telephone at three different numbers, but two of his

telephone numbers in our system are disconnected, and the third has no identification; however, we left a phone message on the third number, but have not received a return call.

10. The purpose of the inspection/abatement warrant is to determine the amount and nature of the violations on the Property and to abate any existing nuisance conditions consistent with the Summary Abatement Notice and Order issued on October 5, 2018. We ask to access the Property.

11. The Property may be reached by traveling west from Redding on State Highway 299 for 13.4 miles then turn north onto Trinity Mountain Road, follow for 4.9 miles then turn west onto Daily Drive, after 260 feet the driveway to the Property will be on the south side of the Drive. The gate will be found about 100 feet up the driveway.

12. We ask to access the Property using reasonable forcible entry because there is reasonable suspicion of violation of a state or local law or regulation relating to health which if the violation exits, would be an immediate threat to health or safety.

13. I further request that entry be authorized and that access be permitted between the hours of 8:00 a.m. and 6:00 p.m. during the entire duration of the warrant with or without the presence of HEPLER JAMES after posting the warrant thereby giving the Property Owner the opportunity to be present for the inspection and abatement. This authority is reasonably necessary to effectuate the purpose of ensuring that the Property's Carr Fire debris and clean up is inspected and abated.

14. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. This document was executed at Redding, County of Shasta, California on _____.

_____

(Signature of Affiant)

Reviewed for legal sufficiency by _____

(Signature of Deputy Counsel)

_____

(Printed Name of Deputy Counsel)

Subscribed and sworn before me this _____ day of _____ 2018 at Redding, California.

_____

JUDGE OF THE SUPERIOR COURT



Judicial Officer Initial _____

**PAUL A. HELLMAN**
**DIRECTOR**
Department of Resource Management
**DALE J. FLETCHER**
Building Official
Department of Resource Management
1855 Placer Street, Suite 102
Redding, California 96001
Ph (530) 225-5761
Fax (530) 245-6474

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**IN AND FOR THE COUNTY OF SHASTA**

| | |
|---|---|
| **IN THE MATTER OF INSPECTION OF**<br><br>**14882 TRINITY MOUNTAIN ROAD**<br>**FRENCH GULCH 96033**<br>**(APN: 046-480-031-000)**<br><br>**Property of:**<br>**HEPLER JAMES** | **INSPECTION ABATMENT WARRANT**<br>**(Forcible Entry Permitted)**<br>**(No Notice Required)** |

THE PEOPLE OF THE STATE OF CALIFORNIA TO:

The Director of the Shasta County Department of Resource Management and his authorized representatives and designees:

PROOF, by declaration/affidavit, having been made before me, Marc Pelote, an employee of the Shasta County Department of Resource Management,



Judicial Initial _____

THAT THERE IS CAUSE TO BELIEVE that there exists at: **14882 TRINITY MOUNTAIN ROAD** Assessor's Parcel Number **046-480-031-000** conditions of nonconformity with Shasta County Ordinance 743 as determined by a Summary Abatement Notice and Order dated October 5, 2018

THAT sections 8.28.010 through 8.28.060 of the Shasta County Code authorize or require an inspection of a nuisance at the property named in the caption above, as required by the Code of Civil Procedure sections 1822.50 *et seq.*

YOU ARE THEREFORE COMMANDED to enter and inspect the entire premises in order to determine whether conditions of nonconformity with Shasta County Ordinance 743 presently exist and abate any nonconformity. Your inspection may include the taking of evidence, as authorized and required by Code of Civil Procedure section 1822.50, to include the taking of photographs and/or videotape of the premises. You may also execute the Summary Abatement Order to abate any remaining nuisance on the Property.

THE INSPECTION/ABATEMENT MAY INCLUDE the entry of necessary personnel to accomplish the inspection including; the CalOES/CalRecycle debris removal teams and their contractors, subcontractors, employees, peace officers, law enforcement, and/or a locksmith. You may enter into all areas affected by the Carr Fire on the property whether the owner or occupant is present or not. You may enter into any structure(s) or structure(s) converted to a dwelling which is occupied by any person whether such person is present or not.

YOU SHALL advise the owner/occupant(s) of the property, if then present, that a willful refusal to permit inspection, as authorized by this warrant, is a misdemeanor pursuant to Code of Civil Procedure section 1822.57.

THE INSPECTION AND ENTRY may be made in the absence of the owner. Forcible entry onto the premises (ex. cutting lock(s) or breaking down impenetrable barriers or fences) is authorized.

Inspection and entry onto the premises shall not be made between the hours of 6:00 p.m. and 8:00 a.m. County inspectors are authorized to utilize the assistance of Shasta County Sheriff or other available Law Enforcement personnel in serving this warrant and inspecting the premises.

The Property may be reached by traveling west from Redding on State Highway 299 for 13.4 miles then turn north onto Trinity Mountain Road, follow for 4.9 miles then turn west onto Daily Drive, after 260 feet the driveway to the Property will be on the south side of the Drive. The gate will be found about 100 feet up the driveway

THIS WARRANT SHALL EXPIRE AT MIDNIGHT 14 days after issuance and the RETURN must be executed and delivered to the Judge whose signature is affixed below no later than ONE WEEK AFTER WARRANT EXPIRES.

APPLICANT MAY APPLY for a renewal of this inspection warrant/abatement, pursuant to Code of Civil Procedure section 1822.55, if this inspection/abatement is not completed within the time frame set forth above.

THIS INSPECTION WARRANT AND AFFIDAVIT were sworn to as true and subscribed before me on this _____day of _____, _____, at _____ am/pm

_____
(Signature of Magistrate)

_____
(Magistrate's Printed Name)

JUDGE OF THE SUPERIOR COURT OF CALIFORNIA, COUNTY OF SHASTA, DEPT. _____

Dated:_____ 2018

_____
JUDGE OF THE SUPERIOR COURT

DEPARTMENT OF RESOURCE MANAGEMENT
1855 Placer Street, Redding, CA 96001

**Paul A. Hellman**
Director
**Dale J. Fletcher, CBO**
Building Official

[Date]

**NOTICE OF PENDING ABATEMENT COSTS DETERMINATION AND INTENT TO FILE LIEN**

[Name]
[Mailing Address]
[City] [State] [Zip Code]

**PROPERTY ADDRESS:**
**APN:**
**VIOLATION CASE:**

The Shasta County Director of Environmental Health previously determined the above-referenced Property to be in violation of the Carr Fire Cleanup Urgency Ordinance No. 743, and was subject to emergency summary abatement as a public nuisance due to the existence of potentially hazardous, fire-generated debris from the Carr Fire in Shasta County.

As a result, the State of California (CalRecycle) took appropriate steps to abate the public nuisance conditions, including removal of all hazardous fire-generated debris from the Property. Pursuant to Shasta County Ordinance No. 743, you may be responsible for any costs, expenses or attorney's fees of the abatement. The amount of such costs is yet to be determined by the State. Once determined, you will receive notice of the amount of the post abatement costs and will also have the right to a costs appeal in accordance with Ordinance No. 743. Please be advised that the costs can become a lien on your property if not paid.

Pending the State's determination of costs, the County will, or has, recorded a Notice of Pending Lien-Nuisance Abatement with respect to the above-referenced property.

It is also the County's position that in the event you intend to convey, sell, grant, or otherwise transfer your property to a different owner, this information should be disclosed so that the new owner is aware of the potential for a lien on the Property.

Dale Fletcher, Shasta County Building Official, Designee
(530) 225-5761

We know that the loss of your home is life changing and that a critical step in rebuilding is clearing the burned debris on your property. The County, the City of Santa Rosa, the State of California's Office of Emergency Services, and other State and federal partners will be coordinating a subsidized cleanup effort of private properties that ensures economical, safe, and legal disposal. Although participation is voluntary, for private contractors an equivalent process is required.

**BENEFITS of the Public Cleanup Program:**

TIMELY and AFFORDABLE debris removal. OTHER THAN YOUR EXISTING DEBRIS REMOVAL INSURANCE COVERAGE THERE WILL NOT BE A PROGRAM COST TO YOU.

EXPEDITED inspections.

PROPER HANDLING of debris.

ALL INCLUSIVE: coordinates the entire debris removal process, including permitting, debris inspections, asbestos inspection and removal, debris containers, vehicle removal, and clearance for occupancy.

The attached **flowchart** summarizes the process.

All impacted properties will be inspected for hazardous waste. Ash and debris from burned buildings and homes can contain toxic substances due to the presence of synthetic and hazardous materials, and it must be disposed of properly. **Regardless of whether you want to participate, do not transport ash or debris to landfills and transfer stations in Sonoma County at this time.** Debris and ash from burned structures should remain undisturbed until further instructions are issued.

**As you contemplate the cleanup process:**

- BE SAFE. Fire debris can be very unsafe, as it can contain hazardous wastes, heavy metals, asbestos, and other contaminants. Wear appropriate protective clothing and boots and use goggles, masks, and gloves.
- PLEASE WAIT until notified of the official fire debris disposal procedures. If you do not take advantage of the public program, there will be additional guidance on permit requirements.
- DECIDE IF YOU WANT TO PARTICIPATE in the Public Cleanup Program.

If you choose to participate in the public cleanup, the first step is to fill out a **Right of Entry form** and return it to the **Sonoma County Department of Health – Environmental Health, 625 5th Street, Santa Rosa CA, 95404. Staff will be able to assist you after October 25.** Our office is open from 9:00 a.m. to 6:00 p.m. You will need your Assessor's Parcel Number, affected property address, insurance company name, policy, and policy number. You will also need to provide your telephone, e-mail, and address. Email questions to **EHROE@sonoma-county.org** or call (707) 565-6700.

# Sonoma Fire Debris Clearance

Clearing debris from properties includes many steps and a large team of workers performing a variety of tasks. Here is an overview:

**Step 1 — Register**

Register with Sonoma County Environmental Health and complete a Right-to-Entry form

**Step 2 — Hazardous Materials Inspection & Removal**

Teams inspect for: paints, oils, cleaners, batteries and pesticides

**Step 3 — Asbestos Survey/ Removal**

Test for and remove any asbestos on property

**Step 4 — Document Scope of Disposal**

Includes paints, oils, cleaners, batteries and pesticides

**Step 5 — Control Airborne Particles**

Staff will wet property to control potential airborne particles

**Step 6 — Air Sampling**

Air sampling is repeated to ensure no airborne contaminants are present

**Step 7 — Heavy Equipment**

Loaders and excavators are used to remove and sort materials: metal, ash, concrete, and soil

**Step 8 — Soil Sampling**

Soil sampling takes place to ensure hazardous materials are properly removed from soils

**Final — Ready for Occupancy**

Once the debris clearance process is completed the owner will be notified

**Info**

http://sonomacounty.ca.gov/EOC-and-PIO/Fires-October-2017/Services/Recovery-Resources/

https://www.facebook.com/SonomaCountyCal

https://twitter.com/CountyofSonoma

Graphics source: www f at con.com

sonomacounty
DEPARTMENT OF HEALTH SERVICES

# Residential Debris Removal Right-of-Entry Permit Checklist for Property Owners

Butte County and the Town of Paradise are working with CalOES and other federal and state partners in a program to facilitate safe removal and handling of burn debris and ash. **To obtain this service a homeowner must complete the proper paperwork to allow these agencies to clean up their property.** Incomplete applications will not be approved until all required information is received.

## Documents needed for submittal of the Debris Removal Right-of-Entry Permit:

- ☐ Residential Debris Removal Right of Entry Permit/Form
- ☐ Government Issued ID (Driver's license, passport)
- ☐ Insurance Policy:
  - ☐ Declaration page
  - ☐ Debris Removal coverage section/page
  - ☐ Assessor's parcel Number (APN)
- ☐ Signature of all owners, Trustees or Power of Attorney
- ☐ Trust or LLC Documents (ONLY if applicable)
  - ☐ 1st Page of Trust
  - ☐ Signature Authorization page
  - ☐ Power of Attorney signature page
  - ☐ Any other relevant pages
- ☐ Signed and notarized document for authorized agent (ONLY if property owner is not signing)

### Home Owned by 1 or more People

All owners listed on the title of the home must:

- Sign the Residential Debris Removal Right of Entry Permit/Form
- Show government Issued ID (Driver's license, passport)
- Signed and notarized document for authorized agent (ONLY if property owner is not signing)

### Home Owned by a Trust, LLC, or other Legal Entity:

If a home is owned by a trust, LLC or other legal entity, please bring:

- First page of the trust, LLC or other agreement
- Signature Authorization page
- Power of Attorney signature page
- Any other relevant pages

**All trustees or signatories must sign the Residential Debris Removal Right-of-Entry Permit**

Submittal for unincorporated and incorporated areas of the county can be made at these locations:

RETURN VIA MAIL OR IN PERSON TO:
Butte County, ATTN: Environmental Health, 202 Mira Loma Dr., Oroville CA 95965

RETURN IN PERSON ONLY: Disaster Recovery Center at the Chico Mall, 1982 E. 20th Street in Chico

E-MAIL TO: ROE@buttecounty.net

County of Butte
Department of Public Health- Environmental Health
202 Mira Loma Drive
Oroville, CA 95965

Phone: 530-552-3155
Email: ROE@buttecounty.net

# Debris Removal Right-of-Entry Permit

(For Providing Debris Removal on Private Property)

| | |
|---|---|
| Owner Name: | |
| Phone Number & Email: | |
| Property Address: | ☐Unincorporated or ☐City |
| Assessor's Parcel Number (APN): | |
| Age of Structure(s): | |

The undersigned hereby certifies they/he/she are/is (check):

_____ The owner(s) with authority to grant access to the property at (address)

_____.

_____ The authorized agent of the Property Owner resident at above address.

I / we, _____,
certify that I am / we are the owner(s) or authorized agent of the real property located at the above address (hereinafter "Owner"). I hereby certify that I have full power and authority to execute this Right of Entry (ROE) Permit without the need for any further action, including, but not limited to, notice to or approval from any other party.

I / we hereby grant the county of Butte, local government, as well as the State of California, and the Federal Government, and their officers, employees, agencies, and independent contractors (collectively, the "Government"), a ROE upon the real property specified above by address and APN (hereafter the "Property").

1. **Time Period**: This ROE shall expire 36 months after the date of the Owner's signature(s), below, or when the debris removal activities described below are complete, as determined in the sole discretion of the Government, whichever date is sooner.

2. **Purpose**: The Government is granted this ROE to inspect, test, remove, and clear wildfire-generated debris of whatever nature including but not limited to burned or partially burned structures, ash, concrete foundations, contaminated soil, vehicles, trailers, waste or other debris from the Property ("Debris Removal"). Tree or tree limbs and shrubbery deemed hazardous to work crews, or obstructing their access to the debris clearance site, may also be removed to accomplish this work.

3. **Authorized Activities**: Owner hereby grants to the Government, the right to determine, in the Government's sole discretion, which materials and items on the Property are eligible for Debris Removal. Owner is responsible for removing, at Owner's expense, any items not eligible for Debris Removal. Owner's failure to remove items not eligible for Debris Removal may later be deemed a public nuisance by local officials.

4. **Reimbursement**: All Debris Removal activities are provided by the Government at no direct cost to Owner. However, the Owner agrees hereby to file an insurance claim if Owner possesses homeowner's or property insurance. Most homeowner's insurance policies include coverage for debris removal. State and federal law require Owner to assign any debris removal insurance proceeds to the Government to avoid a duplication of benefits (42 USC 5155; 44 CFR 204.62). In consideration of the Government's agreement to perform Debris Removal, Owner agrees to inform the insurance company listed below of this assignment and agrees to release their insurance information to the Government.

5. **Specified Debris Removal Insurance Coverage:** If Owner's insurance in effect at the time of the wildfire provides specific coverage for debris removal, Owner hereby assigns any and all rights, benefits, and proceeds with respect to these particular specific coverages to the local government and hereby authorizes that any benefits or proceeds be paid directly to local government. Owner shall not be liable for any further costs to local government.

6. **No Specified Debris Removal Insurance Coverage:** If Owner's insurance in effect at the time of the wildfire does not provide specific and separate coverage for debris removal, but debris removal coverage is included within another larger coverage category, payment to local government shall be limited to the unused benefit amount, after the residence is rebuilt. Owner shall not be liable for further costs to local government. Owner hereby assigns any and all rights, benefits, and proceeds of any unused benefit amount that is eligible for debris removal remaining in a larger coverage category to local government.

In the event the insurance companies listed below issues insurance proceeds for Debris Removal

directly to Owner, Owner shall promptly inform the local government of the amount of such proceeds and remit such insurance proceeds to the local government.

Insurance Company: _____

Policy Number: _____

Claim Number: _____

Agent's Name: _____

Agent's Phone / e-mail: _____

Secondary Insurance, or personal property insurance for other damaged items on the Property:

Insurance Company: _____

Policy Number: _____

Claim Number: _____

Agent's Name: _____

Agent's Phone / Email: _____

If Owner does not have homeowner's or other similar insurance, Owner certifies under penalty of perjury by his/her signature below that no insurance coverage for the costs fire debris removal at the Property was in effect at the time of the wildfire:

_____ _____

Owner's signature Date

Any property that is sold prior to issuance of the cleanup certification will be withdrawn from the program and billed for cleanup services, unless both new and former Owners sign a property transfer affidavit. Costs for work completed will be billed to the insurance company listed above if applicable.

7. **Waiver of Liability:** Owner acknowledges that the Government's decisions about when, where, and how to provide Debris Removal services on Owner's property are discretionary functions. Owner hereby acknowledges that the Government is not liable for any claim based on the exercise or performance, or failure to exercise or perform, a discretionary function, and promises not to make such a claim. **Owner further releases and agrees to hold and save harmless the Government from all liability for any damage or loss whatsoever that may occur during or after performance of the Government's Debris Removal activities. Please also see paragraph 9, below.** Owner therefore waives any claims or legal action against the

Government. This indemnification is required by state and federal law, including the California Emergency Services Act, California Government Code section 8655 and the Stafford Act, 42 United States Code, sections 5148 and 5173.

8. **Foundations:** In order to participate in this program, Owner must allow removal of all foundations. Stem walls and retaining walls may be left on a case-by-case basis, as approved by the Operations Chief and/or his or her designee. Owner acknowledges and understands that removal of a foundation may leave a depression in the ground, and that it is Owner's responsibility to fill any depression(s) following the removal of a foundation.

9. **Soil Sampling**: Debris Removal includes taking soil samples in the debris footprint to ensure that all contaminants have been removed. If initial soil samples do not meet the cleanup goals for this project, additional soil will be removed from the debris footprint and more soil samples will be taken. Owner acknowledges and hereby authorizes the Government to remove enough soil to ensure cleanup goals have been met. Owner acknowledges this may leave a depression on the property and that it is Owner's responsibility to fill any depression left on the property.

10. **Markings of Infrastructure Facilities:** Owner agrees to make their best efforts to mark subgrade utility lines (sewer, water, electricity, gas, cable, solar), and to mark the location of septic tanks, wells, or other subgrade structures. Owner should carefully complete the attached *Property Information Form* and append any maps, diagrams, or legible notes that may be useful to the Government's contractor in locating subgrade structures.

11. **Driveway, Roadway and Other Incidental Damage:** Multi-ton excavators must perform much of the demolition, consolidation and loading of fire debris into trucks for removal to appropriate landfills. The scale and weight of this equipment, and the weight of loaded trucks hauling debris out of fire-damaged neighborhoods, often exceeds the design capacity of residential driveways, sidewalks, and roadways. Cracking and damage to asphalt and concrete pavement is a common and often unavoidable consequence, and is therefore considered incidental to Debris Removal. The Government, where feasible, will make reasonable efforts to mitigate such damage. However, by accepting Government Debris Removal at this Property, the Owner acknowledges the risk of such incidental damage as well as responsibility for the cost of any repairs to private property or jointly-owned private roadways that may be caused by Government contractors in the performance of Debris Removal operations. Owner hereby promises to hold and save harmless the Government from any repair claims described above, or any other incidental and unavoidable damage occurring as a result of routine operations.

12. **Damage to Improved Property:** Debris and ash removal crews will attempt to minimize impacts to improved property that was not damaged by the fire. The California Governor's Office of Emergency Services Operations Chief *may*, at their sole discretion, authorize attempted repair or replacement of improved property that was negligently damaged during the Debris Removal operations. However, Owner acknowledges paragraphs 5 and 9 of this ROE limit the liability of the Government and their contractors.

13. **Modification**: The provisions of this ROE may not be modified. Owner may cancel this ROE only by submitting an executed *Withdrawal Form* to the County (see attached).

14. **Fraudulent or Willful Misstatement of Fact**: An individual who fraudulently or willfully misstates any fact in connection with this agreement may be subject to penalties under state and federal law, including civil penalties, imprisonment for not more than five years, or both, as provided under 18 United States Code, section 1001.

Printed name of Owner or Agent

Signature of Owner or Agent | Date

Phone number of Owner or Agent | E-mail address of Owner or Agent

Mailing address of Owner or Agent

**Approved by County of Butte and verified that the Property, APN, and Owner are accurate and meet the eligibility requirements of program:**

Title and Printed name of County Representative

Signature of County Representative | Date

**Disaster Debris Removal Program**
**Property Information**

**Please identify all that apply on the Property:**

| Vehicles | Location | Description | Comments |
|---|---|---|---|
| Car | | | |
| Boat or Trailer | | | |
| Other vehicles | | | |
| Other: | | | |

| Underground Tanks | Location | Construction Date (If Known) | Comments |
|---|---|---|---|
| Septic[1] | | | |
| Fuel/Oil[2] | | | |
| Water | | | |
| Other: | | | |

1. Septic tanks will be pumped of all waste as part of the debris removal project only if they posed a hazard to crews.
2. Owner must provide documentation of ownership for large propane tanks to be removed.

| Underground Structures | Location | Construction Date (If Known) | Comments |
|---|---|---|---|
| Basement | | | |
| Root Cellar | | | |
| Other: | | | |

**Withdrawal Form**

To cancel this ROE, this cancellation form must be signed by the owner, delivered to the County in which the Property is located, and acknowledged by an authorized employee in advance of Debris Removal activities at the Property. Allow at least three (3) days to process.

Alternatively, the ROE may be cancelled at the Property site ***by obtaining the signature of designated County of Butte Representative present when the crew appears for work.*** Due to scheduling constraints, the government cannot provide specific dates and times when they will be available at the Property site to accept a cancellation.

I have read and understand the foregoing statement concerning cancellation policies. I hereby certify that the Debris Removal at the Property has not yet commenced, and that I request to cancel the Right of Entry (ROE).

_____

Printed name of Owner or Agent

_____ _____

Signature of Owner or Agent Date

_____ _____

Phone number of Owner or Agent E-mail address of Owner or Agent

_____

Mailing address of Owner or Agent

**I hereby acknowledge receipt of the foregoing withdrawal form:**

_____

Title and Printed name of County Representative

_____ _____

Signature of County Representative Date

# Debris Removal Right-of-Entry Permit

(For Providing Debris Removal on Private Property)

County of Sonoma
Department of Health - Environmental Health & Safety
625 5th Street
Santa Rosa, CA 95404

Property Address: _____
Assessor's Parcel Number (APN):
_____
Age of Structure(s): _____

The undersigned hereby certifies they/he/she are/is (check):

_____ The owner(s) with authority to grant access to the property at (address)_____.

_____ The authorized agent of the Property Owner resident at above address.

I, _____ (Owner/Owner's authorized agent) hereby permit the County of Sonoma (County), State of California, and Federal Government, and all of their officers, employees, agencies, contractors and subcontractors, to enter the Owner's property located at the above-referenced address (the Property), subject to all licenses, easements, encumbrances, and claims of title affecting the Property upon the following terms and conditions:

**1. Grant of Right-of-Entry**. Permission is hereby granted and Owner hereby grants to the County, State of California, Federal Government, and all of their officers, employees, designees and/or permittees a right of entry ("Permit") to enter upon the Property, and all related appurtenances thereto, for the purpose of inspecting, testing materials, removing and clearing any or all wildfire-generated debris of whatever nature including but not limited to ash, vehicles, trailers, miscellaneous debris, construction debris, waste or other materials from the Property, subject to the terms and conditions set forth in this Permit, and to perform all incidents necessary thereto. Owner understands and accepts that the entity performing debris removal on behalf of County will determine on a case-by-case basis what materials qualify as "debris" to be removed from the site pursuant to the removal program and that structural foundations and trees deemed hazardous to work crews may also be removed pursuant to this Permit. The Owner understands that this Permit does not obligate the County, its contractors, or other government agents to perform inspection, testing, or debris clearance. Owner understands that County will undertake no cleanup action until this Permit is signed and returned. Owner understands that participation in this program shall not operate to either require or prohibit County from later deeming a condition remaining on the property a public nuisance. Owner will not be charged for the work conducted by the County, government agencies, or its contractors. However, if the Owner receives insurance proceeds or compensation from any other source for debris removal, the Owner's obligation is set out in paragraphs 2 and 3, below.

**This is not a request for a permanent easement and/or right-of-way and the permission granted will automatically terminate upon completion of said work, as determined at the discretion of County, its officers, employees, designees and/or permittees.**

**2. <u>Private Insurance Coverage</u>**. Most homeowner and auto insurance policies have coverage to pay for the costs of removal of wildfire-generated debris and damaged items. Owner understands that in the event state financial assistance is received by Owner for purposes of inspection, testing or removing debris hereunder, state law (California Disaster Assistance Act, California Government Code sections 8680-8692) requires Owner to reimburse County for the cost of removing wildfire-generated debris to the extent covered in Owner's insurance policy. Owner hereby assigns to County any and all insurance proceeds he/she would be entitled to for the removal of debris and damaged items from the Property. Owner agrees to inform the insurance company listed below of this assignment, and will instruct the insurance company to issue all insurance proceeds directly to County. In the event the insurance company listed below issues insurance proceeds to Owner for the removal of debris from the Property, Owner agrees to immediately and without delay forward such insurance proceeds to County.

If the Owner has insurance in effect at the time of the wildfire that provides coverage for debris removal; and/or vehicle removal; or provides any other similar coverages, the Owner hereby assigns any and all rights, benefits, and proceeds with respect to these particular coverages under any applicable insurance policy to County. Owner also hereby authorizes that any benefits or proceeds payable under the coverage for vehicle and debris removal, or any other similar coverages, be paid directly to County up to the specified amount of coverage, after which Owner shall not be liable for any further costs to County. In the event that coverage for debris removal, or any other similar coverages, are not provided on the basis of a specified amount but are included within another coverage category, payment to County shall be limited to the unused benefit amount (if any) in that coverage category after the residence is rebuilt, after which Owner shall not be liable for further costs to County. Owner authorizes the release to County of Owner's pertinent insurance information (i.e., insurance policy, declarations page, and any policy endorsements) from Owner's insurance provider for the policy that was in effect at the time of the wildfire and authorizes County to request a copy of Owner's insurance policy and related documents from Owner's insurance provider. Owner makes this assignment and authorization in consideration of County's agreement to perform the services of removing wildfire-generated debris from the insured property.

Owner also understands that, when requested, Owner must provide a copy of the insurance policy, proof/statement of loss and settlement agreement from Owner's insurance company to County.

Owner (____ does, ____ does not) have homeowner's or other similar insurance. If Owner indicates that Owner does not have such insurance, Owner certifies under penalty of perjury under the laws of the State of California that there was no insurance in effect at the time of the wildfire which may provide coverage for the costs of inspection, testing or removing debris.

Insurance Information for the Property:
Insurance Company: _____
Policy Number: _____
Claim Number: _____
Agent Name: _____Phone:_____

Secondary Insurance Information for the Residential Property or other damaged items on the property:
Insurance Company: _____
Policy Number: _____
Claim Number: _____
Agent Name: _____Phone:_____

Additional Insurance Information for the Property or other damaged items on the property:
Insurance Company: _____
Policy Number: _____
Claim Number: _____
Agent Name: _____Phone:_____

**3. <u>Duplication of Benefits</u>**.
Property Owner/agent has an obligation to file an insurance claim if coverage is available. Property Owner/agent understands and acknowledges that receipt of compensation or reimbursement for performance of the aforementioned activities from any source, including Small Business Administration, private insurance, an individual and family grant program or any other public or private assistance program could constitute a duplication of benefits prohibited by federal law. If the Property Owner/agent receives any compensation from any source for debris removal activities on this Property, the Property Owner/agent will report it to the County.

Owner will advise County in writing of any insurance settlements for debris removal in accordance with the terms set forth in Section 2 of this Permit. Owner further agrees to reimburse County within thirty (30) calendar days of receipt from such insurance proceeds, for the cost of the debris removal conducted by County in accordance with the terms set forth in Section 2 of this Permit. In the event the insurance proceeds are less than the cost of debris removal incurred by County, Owner will not be responsible for the difference. If the insurance proceeds exceed County's cost of debris removal, Owner will keep any excess proceeds. Owner understands that all disaster related funding, including that for debris removal from private property, is subject to audit.

**4. <u>County's Obligations</u>**. In consideration of the permission granted, County agrees to the following:

a. No permanent structure that appears safe and habitable to the entity performing debris removal will be disturbed or damaged. Work will be performed in such a manner that it will not materially affect ingress or egress to or from the Property. This determination shall not operate to either require or prohibit County from later determining that a public nuisance exists on the Property. If Owner is present at time the debris removal team

enters the Property and demands that certain debris not be removed, this debris will not be removed. Owner understands and acknowledges that if he/she refuses to allow removal of debris deemed hazardous by federal, state, or local officials, Owner shall still be legally responsible to timely and lawfully remove the hazardous debris at his/her own cost.

b. Gates shall be closed and/or locked at all times, except when ash and debris removal activities are in progress.
c. Any pre-existing improvements on the Property, such as fences, gates, etc. which are damaged or temporarily removed in the debris removal process will be repaired and/or replaced.

**5. Indemnification – Hold Harmless**. County shall not be liable for, and Owner shall indemnify and hold harmless County, the State of California, California Governor's Office of Emergency Services (CalOES), the California Environmental Protection Agency (CalEPA), the California Department of Resources Recycling and Recovery (CalRecycle), the Federal Government, and any of their officers, agencies, agents, contractors, subcontractors, employees and volunteers, against any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, personal injury, death, and charges or costs of any kind or character, including attorneys' fees and court costs (hereinafter, collectively referred to as "Claims"), which arise out of or are in any way connected to actions arising out of this Permit, and Owner hereby releases, discharges, and waives any Claims or any action, in law or equity, arising therefrom.

**5.1 Owner shall make Owner's best efforts to mark any sewer lines, utilities (electricity, gas, cable, etc.), septic tanks and water lines located on the Property.**

**6. No County Assumption of Liability for Remediation**. In consideration of the assistance County is providing to Owner under this Permit at no cost to Owner, and subject to Section 4 of this Permit, County assumes no liability or responsibility, and Owner shall not seek to recover from County, CalOES, CalEPA, CalRecycle, the Federal Government, or any of their officers, agencies, agents, contractors, subcontractors, employees and volunteers, the costs of any remediation of damages to the Property incurred due to actions taken pursuant to this Permit.

**7. County's Agents**. Any person, firm, or corporation authorized in writing to work upon the Property by the County shall be deemed to be County's agent, including but not limited to the State of California, Cal OES, CalEPA, CalRecycle, the Federal Government, contractors and subcontractors and shall be subject to all applicable terms hereof.

**8. Authority**. Owner represents and warrants that it has full power and authority to execute and fully perform its obligations under this Permit without the need for any further action, including but not limited to any further action, notice to, or approval from any co-owner(s), leaseholder(s), tenant(s), lender(s), or lienholder(s), and any person(s) executing this Permit on behalf of the Owner(s) is the duly designated agent(s) of Owner(s) and is authorized to do so, and that fee title to the Property vests solely in Owner(s). If this Right of Entry Permit is executed by anyone other than Owner(s), it shall be accompanied by a complete and legible notarized authorization form signed by Owner(s). Incomplete or illegible authorization forms will not be recognized as a

lawful designation of authority.

**9. <u>State of California Disaster Debris Removal Program:</u>** By initialing each provision below, Owner(s) hereby acknowledge the following activities that will be conducted by County and/or County's Agents:

_____ **Eligibility:** This program is applicable **only** to residential property, including rental properties, and contents thereon, where occupants reside as a primary or secondary home. Any property that is sold prior to issuance of the cleanup certification will be withdrawn from the program and billed for cleanup services, unless both new and former owners sign a property transfer affidavit.

_____ **Owner Notification of Entry:** As this program involves access to the Property by County and/or County's agents at various times throughout the cleanup process, Owner(s) will only be contacted to arrange for cleanup at the "Ash and Debris Cleanup" phase (Step 4). This contact will attempt to be made 24-48 hours in advance. Owner(s) will not be contacted for property access during the other steps. All agents associated with the program will have proper identification and will provide that upon request.

The Property (_____ is, _____ is not) a rental property and Owner(s) (_____ does, _____ does not) request for the tenant to be contacted prior to entry for special instructions. Owner(s) (_____ do, _____ do not) transfer all decisions related to cleanup to tenant.

<u>Contact Information for the Tenant:</u>
Name: _____
Mailing Address: _____
Phone Number: _____
Email Address: _____

_____ **Property Accessibility:** Due to the need for property access by County and/or County's Agents, the Property will be made accessible throughout the cleanup process (i.e., Owner(s) will provide gate code/keys to ensure property access.) Owner(s) acknowledges either (_____) a gate code or (_____) a key is required for access. Owner shall provide a gate code: _____ or key which shall be dropped off at the debris removal operations center.

_____ **Foundations:** In order to participate in this program, Owner(s) must allow removal of all foundations. Stem walls and retaining walls may be left on a case-by-case basis for erosion control purposes only, as approved by the Operations Chief and/or his or her designee. Any Owner(s) initiating participation in the program and later deciding to keep a foundation will be withdrawn from the program and billed for cleanup services up to that point. In addition, it is Owner's responsibility to fill any depression(s) left on the Property from the removal of foundations.

_____ **Soil Sampling**: Part of the debris removal program is to take soil samples in the debris footprint to determine if all ash is removed and no longer poses a public threat. In some

instances, if soil samples do not meet the cleanup goals for this project, additional soil will be removed from the debris footprint and more soil samples will be taken. In order to participate in this program, Owner(s) must allow access to County's agents so all necessary soil sampling can be conducted after all debris and ash is removed.

_____ **Wells and Septic Systems:** Pumping and/or removal of wells and septic tanks/systems are not part of this program. Only those septic tanks that are deemed to be hazardous to cleanup crews will be pumped. All other identified wells/septic tanks will be fenced off to ensure proper marking and safety.

_____ **Propane/Fuel Tanks:** Propane and other fuel tanks found on the Property will be assessed as part of the "Household Hazardous Waste Assessment and Removal" phase (Step 1.) Tanks will be assessed to determine whether fuel remains. Small and medium tanks (less than 80 gallons capacity) will be removed. Large propane tanks that are leased by a gas company will not be removed through this program (property owners must contact the gas company and arrange for them to pick up/remove their damaged tank.) If tanks are owned by the property owner, they may be removed through this program during the "Ash and Debris Cleanup" phase (Step 4.)

Owner(s) acknowledge that they (_____ do, _____ do not) own large propane tank(s) and the Owner(s) (_____ does, _____ does not) want them removed during the "Ash and Debris Cleanup" phase.

_____ **Repairs:** Debris and ash removal crews will do their best to avoid and minimize damage to areas and intact structures surrounding the impacted property site. Where wells, septic and leach lines are properly identified in advance by Owner(s) as part of the Permit, the Operations Chief ***may*** authorize attempted repair of any damage done to these as part of the cleanup process. (Please note: before and after photos are taken of site conditions.) However, ultimately, Owner(s) acknowledges the Permit indemnification-hold harmless clause (Section 5 above) for all structures associated with the Property.

_____ **Driveways and Roads:** Repair of publicly accessed roads and driveways is not part of this program. Road damage to public right-of-ways will be addressed by County. Damage to privately owned driveways as a result of this program's operations will be assessed and ***may*** be repaired on a case-by-case basis, as determined by the Operations Chief. Repair to damaged concrete or asphalt driveways will consist only of gravel placement for purpose of ingress/egress.

**10. <u>Entire Agreement</u>**. This Permit constitutes the entire agreement between the parties with respect to the subject matter hereof, and all prior or contemporaneous agreements, understandings and representations, oral or written, are superseded.

**11. <u>Modification</u>**. The provisions of this Permit may not be modified, except by a written instrument signed by both parties.

**12. <u>Partial Invalidity</u>**. If any provision of this Permit is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Permit shall not be affected thereby. Each provision shall be valid and enforceable to the fullest extent permitted by law.

**13. <u>Successors and Assigns</u>**. This Permit shall bind and benefit the parties and their successors and assigns, except as may otherwise be provided herein.

**14. <u>Notices</u>**. Any notice required hereunder shall be provided as follows:

<u>Contact Information for the County</u>:
Department of Health - Environmental Health & Safety
Christine Sosko
County of Sonoma
625 5th Street
Santa Rosa, CA 95404

Contact Information for the Owner:
Name: _____
Mailing Address: _____
Phone Number: _____
Email Address: _____

**15. Submission by facsimile or email attachment**. In lieu of personal delivery, Owner(s) may elect, at his/her own option and at his/her own risk, to transmit to the County by facsimile or email attachment a complete, legible, and fully executed Right of Entry Permit and (as applicable) an Owner Authorization to Designate Agent form. Owner(s) is responsible to ensure complete, legible, timely, and accurate transmission of such documents, and County shall not be held responsible for any errors or omissions related to electronic or facsimile transmission, including but not limited to errors resulting from failed or delayed transmission, delays resulting from SPAM filters, technical malfunctions of facsimile machines or electronic communication equipment, inability to open attached documents, or other failure of the County to timely receive and act upon these documents.

a. Fax: (707) 565-6525
b. Email (attach as pdf): EHROE@sonoma-county.org

**16.** The Property Owner/agent understands that an individual who fraudulently or willfully misstates any fact in connection with this agreement may be subject to penalties under state and federal law, including civil penalties, imprisonment for not more than five years, or both, as provided under 18 USC 1001.

**IN WITNESS WHEREOF**, Owner and County of Sonoma have executed this Permit effective _____, 2017.

| | |
|---|---|
| _____ | _____ |
| Owner 1 Signature | Owner 2 Signature |
| Print Name: _____ | Print Name: _____ |

**Approved by County of Sonoma and verified that the Property, APN, and Owner are accurate and meet the eligibility requirements of program:**

By: _____
Director of Environmental Health

## Disaster Debris Removal Program
## Property Information

**Please check all that apply on the Property:**

| Large Item Description | Quantity | Keep | Remove | Comments |
|---|---|---|---|---|
| Vehicles | | | | |
| Boats | | | | |
| Trailers | | | | |
| Other: | | | | |
| | | | | |

| Underground Tanks | Location | Construction Date (If Known) | Comments |
|---|---|---|---|
| Septic[1] | | | |
| Fuel/Oil[2] | | | |
| Water | | | |
| Other: | | | |

1. Septic tanks will be pumped of all waste as part of the debris removal project if posed as a hazard to crews.
2. Owner(s) must provide documentation of ownership for large propane tanks to be removed.

| Underground Structures | Location | Construction Date (If Known) | Comments |
|---|---|---|---|
| Basement | | | |
| Root Cellar | | | |
| Other: | | | |

**Special Instructions**
(i.e. directions to contractors to access the Property or notable items Owner wishes to try to recover):

## RIGHT OF ENTRY-PERMIT – REQUEST FOR CANCELLATION

To cancel a previously-granted Right of Entry Permit, this cancellation form must be signed by the Owner(s), and either delivered to the Sonoma County Environmental Health at 625 5th Street, Santa Rosa CA 95404, or emailed to EHROE@sonoma-county.org as a signed PDF. Sonoma County Environmental Health must receive this form on or prior to November 22, 2017.

All owners who signed the Right of Entry Permit must sign this request. Phone-in and verbal cancellations cannot be accepted. Cancellations can only be accepted up until the U.S. Army Corps of Engineers attempts to notify the property owner 24-48 hours in advance of Ash and Debris Cleanup (as described in the Right of Entry Permit). Please note that the Director of Environmental Health may deny requests for cancellation after November 22, 2017 (the deadline for private cleanup application submission).

**CANCELLATION**

By canceling the Right of Entry Permit, I/we am acknowledging that I/we must perform cleanup of the parcel to the standards set by the City of Santa Rosa or the County of Sonoma, and that if I/we do not do so by the deadlines set by the City and County, my/our property will be subject to abatement.

I/we have read and understand the foregoing statement concerning cancellation policies. I hereby certify that I/we request to cancel my/our Right of Entry Permit, and that I/we am/are foregoing public disaster assistance with respect to my/our property.

I/we represent and warrant that I/we have authority to execute this document. I/we agree to accept all responsibility for loss or damage to any person or entity, and to defend and indemnify, hold harmless, and release County from any actions, claims, or damages that may be asserted by any person with respect to my/our private removal of debris and any hazardous material from the below mentioned real estate property.

Property Owner Name(s):

_____

Property Address:_____

City:_____

Assessor's Parcel Number (APN):_____

Application for Private Cleanup Program Submitted (circle one): Y / N

Property Owner Signature:_____

Date:_____

County Approval:_____

Date:_____

The Owner should make a copy of the signed cancellation prior to submitting this form.

**DEPARTMENT OF INSURANCE**
CONSUMER SERVICES & MARKET CONDUCT BRANCH
300 SOUTH SPRING STREET-SOUTH TOWER
LOS ANGELES, CA 90013
(213) 346-6800
(213) 897-6041(FAX)
www.insurance.ca.gov

# October 2017 Wildfires Consolidated Debris Removal Program Insurance Fact Sheet (11/1/2017)

As a result of the recent wildfires, local, state, and federal agencies have initiated a consolidated debris removal program. This action was taken due to the health and safety concerns associated with hazardous substances, ash, and other materials. Homeowners are being asked to sign a Right of Entry form in order to participate in this program. If the homeowner agrees to participate in the program and signs the Right of Entry Form the consolidated debris removal program is being done free of charge, whether the property owner is insured or not insured. If the property is insured, there will be no reduction in the homeowners' coverages available for the rebuilding process.

As noted in the Right of Entry Form, if the homeowner has insurance in effect at the time of the wildfire that provides specified coverage for debris removal (i.e. a certain dollar amount or percentage), the homeowner authorizes that these specified debris removal benefits be paid directly to County up to the specified amount of coverage, after which the homeowner will not be liable for any further costs to County. In the event that coverage for debris removal are not provided on the basis of a specified amount but are included within another coverage category, payment to County shall be limited to the unused benefit amount (if any) in that coverage category after the residence is rebuilt, after which Owner shall not be liable for further costs to County. The benefits of this program would apply even if the homeowner decides not to rebuild in the same location but purchases a replacement home in another location.

Homeowners' (HO) insurance policies cover costs for debris removal in a few different ways. You should consult your specific insurance policy to determine how debris removal benefits are paid. The most common type of HO policy will have (up to) three separate major coverages applicable to debris removal:

**Coverage A (Primary Structure):** Cost to rebuilt or replace the primary structure.
**Coverage B (Other Structures):** Cost to rebuilt or replace other structures including detached garages, sheds, etc.
**Coverage C (Contents or Personal Property):** Cost to replace personal property.

In addition to debris removal benefits that can be paid from the above coverages, many HO policies provide a specified additional benefit for debris removal. The most common HO policy will add additional debris removal coverage of 5% of the policy limits for Coverage A, if Coverage A limits are exhausted (used up) for the actual rebuild costs. Some policies also have additional coverage of 5% of the policy limits for Coverage B and for Coverage C.

Under these types of policies, FEMA, state and local governments (in order to avoid a duplication of benefits) would only require the County to collect up to the additional specified coverage amounts for debris removal (i.e. 5% of Coverage A, plus 5% of Coverage B, plus 5% of Coverage C). This would leave the primary coverage limits intact for the rebuild.

**Example 1: Typical HO Policy with Specified Additional Debris Removal Benefits:**

| Coverage | Coverage Limits | Specified Additional Debris Removal Coverage |
|---|---|---|
| Coverage A: Primary Structure | $200,000 | (5% Cov A): $10,000 |
| Coverage B: Other Structures | $20,000 | (5% Cov B): $1,000 |
| Coverage C: Contents | $100,000 | (5% Cov C): $5,000 |
| Total Direct Coverage Available for Debris Removal (Amount to be paid to County) | NA | $16,000 |
| Sample Debris Removal Cost* | | $75,000 |
| Deficiency (Homeowner not liable for this deficiency only if they go through the Consolidated Debris Removal Program)** | | $59,000 |

* The Average Cost for Debris Removal from the Valley and Butte Fires was about $115,000 per property, so $75,000 is a very conservative cost, even if the work is done by a private debris removal company (assuming they have all the permits, licenses, plans, equipment, and environmental clearances). Also, an insurer would not be expected to pay an unreasonable amount for debris removal costs.

** If the insured does NOT go through the consolidated debris removal program, the $59,000 deficiency would erode the insured's primary coverage limits, leaving less money to rebuild. Typically, the insurer would deduct the $59,000 from Coverage A (Primary Structure), leaving the insured (in this example) with only $141,000 to rebuild the Primary Structure.

**Example 2: Less Common Type of HO Policy:** Another type of HO policy has less coverage than the above scenario and does not provide for an additional specified debris removal coverage. In this case, as noted above, attempting to collect debris removal costs would erode most of the Coverage A, B and C limits leaving very little for the property owner to rebuild (i.e. underinsured). However, under these policies, FEMA, state, and local governments will only seek to collect from these types of policies if (after the property owner rebuilds or replaces the home) there is coverage left over in any of the Coverages A, B, or C (that have debris removal benefits). For example using the same coverage limits as above:

| Coverage | Coverage Limits | Coverage Used by Insured to Rebuild | Amount Available for Consolidated Debris Removal |
|---|---|---|---|
| Coverage A: Primary Structure | $200,000 | $200,000 | $0,000 |
| Coverage B: Other Structures | $20,000 | $18,000 | $2,000 |
| Coverage C: Contents | $100,000 | $ 93,000 | $7,000 |
| Total Coverage Available for Debris Removal (Amount paid to County) | NA | NA | $9,000 |
| Sample Cost on Invoice | | | $75,000 |
| Deficiency (Homeowner not liable for this deficiency only if they go through the Consolidated Debris Removal Program)** | | | $66,000 |

** If the insured does NOT go through the consolidated debris removal program, the $66,000 deficiency would erode the insured's primary coverage limits, leaving less money to rebuild. Some insurers would first deduct the full $75,000 from Coverage A (Primary Structure), leaving the insured with only $125,000 to rebuild the Primary Structure.

There are other types of residential property insurance policies that differ in how they cover debris removal costs. Homeowners should review their insurance policy to determine how debris removal costs are handled. But, regardless of what type of policy the homeowners has, if the homeowner agrees to participate in the program and signs the Right of Entry Form the consolidated debris removal program is being done **free of charge** to the homeowner. If a homeowner has questions on the consolidated debris removal program and the Right of Entry form, please contact your county administrative offices. If a homeowner has questions on any insurance-related issues, they may visit one of our insurance experts at the Local Assistance Center (while they are operational) in their county or contact the California Department of Insurance by calling our toll-free Hotline at (800) 927-4357 or visit us online at **www.insurance.ca.gov**

**COUNTY OF LAKE**
**HEALTH SERVICES DEPARTMENT**
Division of Environmental Health
922 Bevins Court, Lakeport 95453-9739
Telephone 707-263-1164

**Denise Pomeroy**
Interim Health Services Director

**Raymond Ruminski**
Environmental Health Director

# ASH AND BURN DEBRIS CLEAN UP AND REMOVAL PROCESS

The potential for widespread toxic exposures and threats to public health and the environment exists in the aftermath of a major wildfire disaster. Debris and ash from residential structure fires may contain hazardous substances and the health effects of hazardous substances releases after a wildfire is well-documented. Exposure to hazardous substances may lead to acute and chronic health effects, and may potentially cause long-term public health and environmental impacts. Uncontrolled hazardous materials and debris pose significant threats to public health through inhalation of dust particles and contamination of drinking water supplies. It is critical to contain many building materials such as siding, roofing titles, and insulation due to asbestos and the structural ash due to heavy metals. Household hazardous waste such as paint, gasoline, cleaning products, pesticides, compressed gas cylinders and chemicals may have been stored in homes, garages, or sheds that may have also burned in the fire. To ensure worker safety, the public and the environment certain protocols should be followed during a wildfire disaster when removing structural ash and debris from a fire.

1. If funding becomes available, owners may elect to participate in a county debris program where property with destroyed structure(s) from a wildfire are being offered a clean-up and debris removal service conducted by specialized work crews, contracted and managed by county and state waste specialists. This program will be paid for with state disaster assistance funds and portions of property owner's insurance related to debris removal. Owners must sign up for this program using a Right-to-Enter form to allow access to their property to complete the removal work. Removal work in this program will be completed using the 2016 Clayton Fire Incident Debris Removal Operations Plan for Lake County. The operation plan is available at the Environmental Health page at www.co.lake.ca.us

2. If owners elect <u>not to participate</u> in the county and state sponsored debris program they are expected to have their property cleaned up with the burn debris removed either on their own or with their own qualified contractor. The work must be done to standards established in ordinances and regulations so that health and safety risks are adequately addressed for the community and the environment. Documentation on adequate cleanup and proper disposal will be required. State and County disaster funding will not be able to reimburse for this work. **A Demolition Permit is required from Building and Safety Division.**

   Should owners who elect not to participate in the county and state clean-up and do not accomplish a clean-up on their own then the destroyed structure(s) will be inspected and identified as a public nuisance. The nuisance will be abated by the process described in Chapter 13 and Chapter 5 of the Lake County Code. Disaster funding is not available to property owners for their efforts in a nuisance

abate action. In addition the county expenses for contract work, staff time and administration is subject to cost recovery with a lien recorded on the property deed.

## Private Cleanup Process

The owner's contractor will need to meet the follow process and minimum safety standards. The contractor must possess either a valid class A-General Engineering or C-21 Building Moving, Demolition license.

1. The owner or contractor will submit a debris removal application to Lake County Environmental Health, 922 Bevins Court, Lakeport (707-263-1164). lakeeh@lakecountyca.gov
2. Once the debris removal application is accepted by Environmental Health, the owner or contractor will submit a demolition permit application to the Lake County Building and Safety Division, 255 North Forbes St., Lakeport (707-263-2382).
3. Once the demolition permit is approved the contractor may begin the removal process.
4. The removal shall follow the cleanup protocols and specifications below.
5. Before work begins the owner or contractor shall hire a Certified Asbestos Consultant to evaluate the site for bulk asbestos and hazardous asbestos waste.
6. Once completed, the owner or contractor shall hire a certified consultant and collect soil samples to be analyzed for heavy metals.
7. When the soil testing has met the cleanup goals the owner or contractor will submit a self-certification cleanup form to Environmental Health.
8. After the Cleanup Certification has been approved by Environmental Health, the owner or contractor will submit a copy to the Building and Safety Division to close the demolition permit.

## Private Cleanup Protocols

A. Pre-Debris Removal
   1. Notify USA underground (http://usanorth811.org/homeowners/).
   2. Secure all utilities
   3. Identify property corners; secure and protect any existing survey monuments.
   4. Thoroughly wet down the structural ash and debris before any removal activities begin. The debris site shall be wetted down 24 hours before debris activities begin.
   5. Identify septic tank and leach field locations on each property.
   6. Identify water wells or other water sources.
   7. Field measure and record foundation area.
   8. Identify other property-specific hazards (i.e. swimming pools, propane tanks, hazard trees).
   9. Identify, sample, analyze, and remove bulk asbestos containing materials by a Certified Asbestos Consultant/Contractor.

B. Debris Removal
   1. Complete notifications and obtain Demolition Permit from Building and Safety Division.
   2. Wet the site down again before beginning removal activities.
   3. Use appropriate personnel protective equipment.

4. Remove vehicles for recycling or disposal. Check with DMV and the homeowner before destruction.
5. Collect, consolidate, and remove metals for recycling.
6. Remove ash, debris and soil for disposal.
7. Remove 3 to 6 inches of soil under the ash.
8. Remove concrete foundations for recycling. If foundations are left contact the County Building department for further instruction.
9. Driveways may remain in place, when appropriate, to aid in rebuilding and erosion control. Driveways can be removed and replaced by the home builder as last step of the rebuilding process.
10. Remove hazardous trees for recycling or disposal.
11. Finish grading/smoothing ground surface.

C. Confirmation Sampling
   1. Sample and analyze soil for metals by using a certified consultant.
   2. Compare soil results to cleanup goals. (established as 2X background for metals)
   3. If results exceed cleanup goals, remove an area of soil surround by the failed soil sample by visual inspection and re-sample.
   4. If results are less than cleanup goals, prepare for final erosion control and certification.

D. Implement Erosion Control
   Implement storm water best management practices to control sediment runoff and promote vegetation from each remediated property in the area where destroyed structures were cleaned up.

## Private Cleanup Specifications

A. Structural ash and debris
   1. Shall be transported to and disposed of at an approved lined, Class III landfill.
      a) Eastlake Landfill at 16015 Davis St Clearlake, CA 95422 is an approved facility.
   2. Ash and debris shall be wetted, wrapped with plastic sheeting, taped closed, and covered with a tarp to eliminate the release of dust during transport.
   3. Property owners or contractors shall make contact with the landfill operator prior to hauling the waste in order assure its acceptance.
   4. A receipt for waste disposal shall be obtained from the landfill operator and a copy provided to Lake County Environmental Health as part of the self-certification process.

B. Dust control
   1. Ash and debris shall be thoroughly wetted prior to removal. Hoses with fine spray nozzles shall be used to apply water to the work site prior to and during active debris removal. The materials shall also be wetted while being loaded into trucks to prevent visible dust from crossing property lines. Care shall be taken to avoid excessive use of water in order to prevent runoff. Any runoff produced shall be contained onsite.

C. Erosion Control
   1. Best management practices shall be used to prevent ash or soil from washing into the street, drainage courses and culverts, or onto neighboring properties.
   2. Stockpiled materials that are not immediately loaded for transport shall be handled and stored on site in such a manner as to avoid offsite migration. This may include wetting and covering the waste until it is loaded and transported.

D. Hazard Trees
    1. Trees that pose a hazard to the home site or to workers during debris removal activities, or that will pose a hazard during reconstruction activities, shall be removed. Trees may be cut and set aside for firewood or taken off site and recycled per owner's instruction.

E. Hazardous materials
    1. Hazardous materials encountered, such as compressed gas cylinders, propane tanks, drums, batteries, paint, and other chemicals, etc., shall be set aside for later collection and not placed in the debris or ash waste stream.

F. Cleanup Confirmation Sampling
    1. Soil shall be sampled and analyzed to confirm that cleanup standards have been met.
    2. Following removal of all debris and impacted soil from the site, soil samples shall be collected from the impacted structure area. Sample collection shall be performed by a California Professional Geologist, Registered Civil Engineer or other Registered Professional. A report of analytical results shall be prepared by this engineering contractor and a copy provided to Lake County Environmental Health.
    3. Confirmation samples will be collected from the impacted structure area in native soil, at random locations. The selection of the random samples shall be based on a 10 by 10 foot grid overlay of the impacted area with the number of samples to be collected based on the square footage of the area impacted as follows (in square feet):

        (1) <2000 sf — 2 samples
        (2) 2001-3000 sf — 3 samples
        (3) 3001-4000 sf — 4 samples
        (4) >4000 sf — 1 sample per 1000 additional square feet or fraction thereof

    4. Samples are to be analyzed by a California State Certified Laboratory for *heavy metals (California Assessment Manual (CAM) 17 metals, EPA Method 6010B).*
    5. Samples must meet a cleanup goal as established by the CalRecycle Debris Removal Operations Plan.
    6. If soil sample analyses indicate that cleanup goals have not been achieved, then additional excavation and sampling may be required.

## Protection and Perpetuation of Survey Monuments

The perpetuation of survey monuments is required and intended to protect both public and private property rights in accordance with federal and state law. Survey monuments will be at risk during the ash and burn debris cleanup and removal efforts.

All governmental agencies, private contractors, organizations, landowners, and/or other persons engaged in ash and burn debris cleanup and removal shall be aware of and adhere to the requirements of Business and Professions Code Section 8771 relating to survey monument protection and perpetuation and a person licensed to practice surveying in the State of California shall be required to attest in writing that all monuments have been preserved in the course of any such cleanup and removal efforts upon completion of those efforts. A copy of Business and Professions Code Section 8771 is attached here.

## BUSINESS AND PROFESSIONS CODE

8771. (a) Monuments set shall be sufficient in number and durability and efficiently placed so as not to be readily disturbed, to ensure, together with monuments already existing, the perpetuation or facile reestablishment of any point or line of the survey.

(b) When monuments exist that control the location of subdivisions, tracts, boundaries, roads, streets, or highways, or provide horizontal or vertical survey control, the monuments shall be located and referenced by or under the direction of a licensed land surveyor or licensed civil engineer legally authorized to practice land surveying, prior to the time when any streets, highways, other rights-of-way, or easements are improved, constructed, reconstructed, maintained, resurfaced, or relocated, and a corner record or record of survey of the references shall be filed with the county surveyor.

(c) A permanent monument shall be reset in the surface of the new construction or a witness monument or monuments set to perpetuate the location if any monument could be destroyed, damaged, covered, disturbed, or otherwise obliterated, and a corner record or record of survey shall be filed with the county surveyor prior to the recording of a certificate of completion for the project. Sufficient controlling monuments shall be retained or replaced in their original positions to enable property, right-of-way and easement lines, property corners, and subdivision and tract boundaries to be reestablished without devious surveys necessarily originating on monuments differing from those that currently control the area.

(d) The governmental agency performing or permitting construction or maintenance work is responsible for ensuring that either the governmental agency or landowner performing the construction or maintenance work provides for monument perpetuation required by this section.

(e) It shall be the duty of every licensed land surveyor or licensed civil engineer legally authorized to practice land surveying to assist the governmental agency in matters of maps, field notes, and other pertinent records. Monuments set to mark the limiting lines of highways, roads, streets or right-of-way or easement lines shall not be deemed adequate for this purpose, unless specifically noted on the corner record or record of survey of the improvement works with direct ties in bearing or azimuth and distance between these and other monuments of record.

(f) The decision to file either a corner record or a record of survey as required by subdivision (b) or (c) shall be at the election of the licensed land surveyor or the licensed civil engineer legally authorized to practice land surveying submitting the document.

**Avoid heavy equipment near the property boundary and especially the corner areas of the lot.**

*We have information regarding firms who can provide services for asbestos and metals consulting and sampling. The county and state cannot make recommendations or referrals for*

*private businesses. There are many more qualified firms who can be contacted to provide these services.*

| | | |
|---|---|---|
| **Westlake Environmental Contractors**<br>**Cloverdale, CA**<br>**707-291-9115**<br>**www.westlakeenvironmental.com** | | **Adam Laboratories Inc**<br>**3807 Pasadena Ave # 190**<br>**Sacramento, CA 95821**<br>**916 – 979 - 9250**<br>http://adamlabs.com/ |
| **HB&T Environmental, Inc**<br>**1828 Tribute Road, Suite M**<br>**Sacramento, CA 95815**<br>**916- 646-6076**<br>**916- 646-6010 fax** | | **David Brinkerhoff, CIH, CIEC \| Director, Sacramento**<br>**7625 Sunrise Boulevard, Suite 104**<br>**Citrus Heights, California 95610**<br>**P: 916-726-1303**<br>**F: 916-726-3747**<br>**C: 925-408-2672**<br>dbrinkerhoff@forensicanalytical.com \|<br>www.forensicanalytical.com |

# PRIVATE CLEANUP APPLICATION CLAYTON INCIDENT

**Who needs to complete this form?**

Property owners who elect to cleanup their property on their own with a qualified contractor. The work must be done to standards established in ordinances and regulations so that health and safety risks are adequately addressed for the community and the environment. Documentation on adequate cleanup and proper disposal will be required. State and County disaster funding will not be able to reimburse for this work. **A Demolition Permit is required from Building and Safety Division.**

**Property Owner Name:** _____

**Property Address:** _____

**Assessor's Parcel #:** _____

Property Owner's mailing address _____

Property Owner's phone #_____ email_____

**Description of Debris Being Removed (How many structures, type of waste, etc.)**

_____

_____

## A. Program Participation and Household Hazardous Waste Removal

1. Who will perform the household hazardous waste sweep and asbestos screening?

   Owner / Name of Contractor _____

   Phone #: _____ Email:_____

2. Who will perform the debris removal? Licensed contractor, A or C-21

   Name of Contractor: _____

   Contractor License #:_____

   Start Date: _____

   Phone #: _____ Email: _____

## B. Property Owner Acceptance

I have reviewed the above protocols and specifications to remove debris from the Clayton Fire. I understand the ash and debris contain hazardous substances and can be a health hazard. I understand the ash and debris shall be wetted down prior to removal, wrapped in plastic and tarped prior to transport and disposal to control dust. I understand that soil samples shall to be collected in order to self-certify the project was completed. I understand that since cleanup of the above mentioned property was performed under my direction or my contractor, the County of Lake cannot certify that cleanup was adequate.

_____ _____

Property Owner/Contractor Signature Date

_____ _____

County Acknowledgement Date

# PRIVATE CLEANUP COMPLETION CERTIFICATION CLAYTON INCIDENT

**What is the purpose of this form?**

The purpose of this form is to verify that your parcel has been cleaned of hazardous wastes, ash, and debris. This form will be used to certify completion of cleanup by property owners so that building permits can be issued for new and replacement structures.

**Who needs to complete this form?**

Property owners who elect to cleanup their property on their own or with a qualified contractor.

| | |
|---|---|
| **Owner:** | **Street Address:** |
| **Parcel#** | **City:** |
| **Phone Number:** | **Email:** |

## A. Ash Disposal

1. The ash and debris was removed and disposed of by: ❑ Myself ❑ Licensed contractor

   Contractor and license number: _____

2. The ash and debris from my property was disposed at the following facility:

   Facility Name: _____

   Date(s) of Delivery: _____

   Date of Completion (Note attach disposal receipts):_____

## B. Cleanup Confirmation Sampling Results

1. Were soil samples collected? ❑ Yes ❑ No

   Consultant name and license: _____

   Did the samples meet the Lake County cleanup goal? ❑ Yes ❑ No (Please explain)

   _____

   Please attach a copy of the sampling results for the cleanup.

## C. Property Owner Certification

I hereby certify that the burn ash and debris generated by the 2015 Lake County Valley Wild land Fire has been identified removed and disposed as described herein and in conformance with the Lake County protocols and specifications.

The above mentioned cleanup was performed under my direction and not the County of Lake or the State of California.

_____ _____

Property Owner Signature Date

*County Approval*

8

# EMERGENCY ORDER OF THE SONOMA COUNTY HEALTH OFFICER PROHIBITING THE ENDANGERMENT OF THE COMMUNITY THROUGH THE UNSAFE REMOVAL, TRANSPORT, AND DISPOSAL OF FIRE DEBRIS

WHEREAS the potential for widespread toxic exposures and threats to public health and the environment exists in the aftermath of a major wildfire disaster. Debris and ash from residential structure fires contain hazardous substances and the health effects of hazardous substances releases after a wildfire are well-documented.

WHEREAS the combustion of building materials such as siding, roofing tiles, and insulation result in dangerous ash that may contain asbestos, heavy metals, and other hazardous materials. Household hazardous waste such as paint, gasoline, cleaning products, pesticides, compressed gas cylinders, and chemicals may have been stored in homes, garages, or sheds that may have burned in the fire, also producing hazardous materials.

WHEREAS exposure to hazardous substances may lead to acute and chronic health effects, and may cause long-term public health and environmental impacts. Uncontrolled hazardous materials and debris pose significant threats to public health through inhalation of dust particles and contamination of drinking water supplies. Improper handling can expose workers to toxic materials, and improper transport and disposal of fire debris can spread hazardous substances throughout the community.

WHEREAS areas that have been closed to reentry by residents and the public for safety reasons will be opened in the near future.

WHEREAS the California Office of Emergency Services is establishing a voluntary Fire Debris Clearance Program to ensure the safe removal, transport, and disposal hazardous fire debris.

WHEREAS property owners that do not participate in the Fire Debris Clearance Program must conduct their private debris removal, transport, and disposal in a manner that does not endanger the community and that complies with all legal requirements.

WHEREAS, the Sonoma County Health Officer finds that:

a. The Sonoma Complex Fire has created hazardous waste conditions in Sonoma County in the form of contaminated debris from household hazardous waste/materials and structural debris resulting from the destruction of thousands of structures.

b. This hazardous waste debris poses a substantial present or potential hazard to human health and the environment unless its removal and disposal is performed in a manner that will protect the public health and safety.

WHEREAS, the Sonoma County Board of Supervisors has proclaimed that the Sonoma Complex Fire has resulted in a local emergency.

WHEREAS Health and Safety Code section 101040 authorizes the Health Officer to require protective measures in the context of a local emergency.

**NOW THEREFORE**, the Sonoma County Health Officer **ORDERS** that:

1. No removal of fire debris from the Sonoma Complex Fire shall occur from residential sites without a hazardous materials inspection conducted either by the U.S. Environmental Protection Agency or California Department of Toxic Substance Control. The term "removal of fire debris" as used in this order includes all cleanup of fire debris, but it does not include the removal of personal property from residential sites.

2. Pending the enactment of additional requirements to address the Sonoma Complex Fire disaster clean up, no debris bins shall be provided to property owners for the purposes of the removal of fire debris without the authorization of the County of Sonoma.

3. Pending the enactment of additional requirements to address the Sonoma Complex Fire disaster clean up, property owners that choose to opt out of the Fire Debris Clearance Program must register and obtain the permission of the County of Sonoma before beginning the removal of fire debris.

4. This order applies in the incorporated and unincorporated areas of Sonoma County impacted by the Sonoma Complex Fire.

**SIGNED AND SUBSCRIBED AT** 08:40 a.m. this 23rd day of October 2017.

Karen Milman, MD, MPH
Sonoma County Health Officer

## DEBRIS REMOVAL GUIDELINES

To ensure safety to workers, the public, and the environment, certain protocols must be followed during a wildfire disaster when removing structural ash and debris from a fire. The County is currently offering **two ways** to manage the debris and ash resulting from the wildfire disaster. A property owner may elect to participate in the Consolidated Debris Removal Program or may elect to complete the property remediation and debris removal themselves.

1. Property Owners Who Elect To **Participate** In The Consolidated Debris Removal

Property with destroyed structure(s) from a wildfire are being offered a clean-up and debris removal service conducted by specialized work crews, which are contracted and managed by County and State waste specialists. This program is being paid for with public funds. If property owners have a specified amount for debris removal in their insurance policy, they will need to provide the specified amount to the County. However, a property owner may participate in the program even if the property is not insured. Property owners must sign up for the debris removal program by completing a Right-of-Entry Form, which allows access to their property to complete the removal work. *(For frequently asked questions regarding the Consolidated Debris Removal Program go to http://wildfirerecovery.org/wp-content/uploads/2017/10/Fact-Sheet-HHW-and-Debris-Removal.pdf).*

2. Property Owners Who Elect **Not To Participate** In The Consolidated Debris Removal Program

If property owners elect not participate in the Consolidated Debris Removal Program, the property owners are still required to remediate the property and remove the burn debris at their own expense in accordance with the County's Debris Removal Plan. The property owners will not be reimbursed with public funds for the remediation and debris removal. The property owners may complete the remediation and debris removal themselves or through a qualified contractor. Due to the Proclamation of a Local Health Emergency by the County Health Officer, the work must be completed in a manner that ensures the protection of public health and safety.

## Private Debris Clean-Up Process Overview

Below is an overview of the debris removal operations and protocols. This information was adapted from various sources and includes "best practices." Some of the source links are notated at the bottom of page 2.

| Clean-Up Operations | Clean-Up Protocols |
|---|---|
| Site Documentation | • Measure and record foundation and clean-up area.<br>• Notify appropriate entities of clean-up, including local utilities, USA Underground, and Air Pollution Control District(s). |
| Work Plan | • Create a Work Plan that provides for site testing and analysis, hazardous waste and asbestos removal, debris removal, erosion control, soil grading, and confirmation sampling. |
| Application Process | • Owner or contractor will submit a debris removal and demolition or similar permit application to the County.<br>• Once the application is approved, the County will issue a demolition or similar permit. |
| Site Testing and Analysis | • The property owner will need to hire a certified Asbestos Consultant and Soil Consultant to test the site. |
| Air Monitoring | • Fugitive Dust – Dust is a significant concern and there should be adequate dust control water applied to burn ash materials at all times, most importantly during contractor |

| | |
|---|---|
| | disturbance and loading. |
| Hazardous Waste and Asbestos Removal | • All remaining Hazardous Waste and Household Hazardous Waste must be identified and disposed of through the County Hazardous Waste Disposal Program by a certified Hazardous Materials Contractor.<br>• Asbestos must be assessed by a Certified Asbestos Consultant and removed by a licensed Asbestos Abatement Contractor. |
| Debris Removal | • Remove ash and debris, metals, and concrete from the site and dispose of properly.<br>• Recycle metals and concrete if possible. |
| Foundations | • Completely remove and dispose of foundation; **or**<br>• Submit a letter from a Licensed Civil or Structural Engineer certifying the foundation is acceptable for rebuild. The letter shall state reasons for their decision. |
| Soil Grading | • Remove 3 to 6 inches of soil from the impacted area after the burn ash and debris is removed to a level of visually clean. |
| Confirmation Sampling | • A licensed Soil Consultant will collect soil samples from 0-3 inches for confirmation sampling and compare soil sample results against clean-up goals as established by government agencies in the region, including the U.S. Army Corp of Engineers (USACE) and CalRecycle. |
| Appliance and Vehicle Recycling | • Appliances and vehicles must be handled properly to meet the requirements of metals recycling facilities. |

## Confirmation Sampling

Confirmation sampling should be conducted by a licensed professional after fire-related debris has been removed from a property. Representative soil samples should be collected and analyzed to determine compliance with clean-up goals as established by government agencies in the region, including the USACE and CalRecycle. For informational purposes, CalRecycle's typical operations plan sampling frequencies are included below. The total number of samples to be collected is based on estimated square footage of ash footprint as follows:

| Estimated Square Footage of Ash Footprint (Decision Unit) | Number of 5-Point Aliquots |
|---|---|
| 0-100 square feet | 1 |
| 101-1,000 square feet | 2 |
| 1,001-1,500 square feet | 3 |
| 1,501-2,000 square feet | 4 |
| 2,001-5,000 square feet | 5 |
| >5,000 square feet | Must consult with local environmental health officials |

All confirmation samples should be collected from a depth of 0-3 inches using a dedicated 4-ounce plastic scoop and be placed in 8-ounce jars. Samples should be shipped to an approved laboratory for analysis by Title 22 Metals for antimony, arsenic, barium, beryllium, cadmium, chromium, cobalt, copper, lead, molybdenum, nickel, selenium, silver, thallium, vanadium, and zinc by EPA Method 6020, and mercury by EPA Method 7471A.

## Sources


1. "CalRecycle Wildfires" located at: http://www.calrecycle.ca.gov/Disaster/Wildfires/
2. "CalEPA Debris Removal" located at: https://calepa.ca.gov/disaster/debris/
3. "Air Resources Board Asbestos Removal" located at: https://www.arb.ca.gov/enf/advs/advs443.pdf?_ga=2.100065755.470801255.1508961037-1745915130.1485557184
4. "Trinity County Private Contractor Packet" located at: http://www.lakecountyrecovers.com/uploads/1/4/9/6/14962408/clayton_private_contractor_cleanup_packet.pdf
5. "Trinity County Debris Removal Operations" (section 6 "Debris Removal") located at: http://www.calrecycle.ca.gov/Disaster/Fires2015/Trinity/OpsPlan.pdf
6. "CalRecycle Erskine Fire Debris" located at: http://www.calrecycle.ca.gov/NewsRoom/2016/08Aug/17.htm

City of Santa Rosa
PLANNING & ECONOMIC DEVELOPMENT

**Planning & Economic Development**
*100 Santa Rosa Ave, Rm. 3 • Santa Rosa, CA 95404*
**Phone: (707) 543-4691 • Email:** planning@srcity.org

# MANAGEMENT OF SONOMA COUNTY WILDFIRE DEBRIS

To ensure safety to workers, the public, and the environment, certain protocols must be followed during a wildfire disaster when removing structural ash and debris left from the fire. There are **two ways** for Property Owners to manage the debris and ash from the wildfire disaster.

1. **Owners Who Choose To Participate In The State Sponsored Consolidated Debris Removal Program.**

Residential properties with destroyed structure(s) from the wildfires are being offered a clean-up and debris removal service conducted by specialized work crews, contracted and managed by federal and state waste specialists. Under limited circumstances, some commercial properties may be eligible as well. This program is being paid for with state and federal funds. To avoid duplication of benefits, if property owners have a specified amount for debris removal in their insurance policy, they will need to provide that specified amount to the County for reimbursement of costs of the clean-up. However, a property owner may participate in the program even if the property is not insured. Owners must sign up for this program by completing a Right-of-Entry form, to allow access to their property to complete the debris removal work.

For the **Right of Entry** form and for **Frequently Asked Questions** regarding the Consolidated Debris Removal Program go to: https://www.sonomacountyrecovers.org/debris-removal

2. **Owners Who Choose Not To Participate In The State Sponsored Consolidated Debris Removal Program.**

Due to the public health emergency, property owners are required to cause their property to be cleaned up and all burn debris must be removed in a timely manner. If property owners choose not to participate in the Consolidated Debris Removal Program described above (or if their properties are ineligible for the program), they may undertake the clean-up at their own expense with work performed by qualified personnel as set forth below.

The owner will submit a *Santa Rosa Fire Clean-Up Application* (see attachment) and Work Plan to the City for approval. After implementation of the approved Work Plan, the owner must submit a certification showing that all work has been completed as specified. The work must be completed pursuant to standards set forth by the City and the State. These standards are established to ensure protection of public health and are the same standards applicable to the Consolidated Debris Removal Program. Documentation of adequate clean-up and proper disposal will be required. It is strongly encouraged that property owners review all requirements thoroughly before planning or pursuing their own debris removal. Property owners will not be allowed to build on their property until there is a certification that the property cleanup and removal of all hazardous waste has been completed in accordance with applicable standards and approved by the City.

A summary of the protocols and requirements is below:

| Clean Up Operations | Clean Up Protocols |
|---|---|
| **Site Documentation** | • Measure and record foundation and clean-up area.<br>• Notify appropriate entities of clean-up, including local utilities, USA Underground, and Air Pollution Control District(s). |
| **Work Plan** | • Create a Work Plan that provides for site testing and analysis, hazardous waste and asbestos removal, debris removal, erosion control, soil grading, and confirmation sampling. |
| **Application Process** | • Owner or contractor will submit a Santa Rosa Fire Clean-Up Application to the Santa Rosa Department of Planning and Economic Development, together with the Work Plan<br>• Once Application and Work Plan are approved, work may proceed. |
| **Site Testing and Analysis** | • The property owner will need to hire a certified Asbestos Consultant and Soil Consultant to test the site. |
| **Air Monitoring** | • Fugitive Dust – Dust is a significant concern and there should be adequate dust control water applied to burn ash materials at all times, most importantly during contractor disturbance and loading to meet applicable standards. |
| **Hazardous Waste and Asbestos Removal** | • All remaining Hazardous Waste and Household Hazardous Waste must be identified and disposed by a certified Hazardous Materials Contractor.<br>• Asbestos removal must be assessed and removed by a licensed Asbestos Abatement Contractor.<br>• Waste must be disposed of at an approved location from the list provided by the Sonoma County Department of Environmental Health. Available locations may change, and locations within Sonoma County may not be available. |
| **Debris Removal** | • Remove ash and debris, metals, and concrete from the site and dispose of properly.<br>• Recycle metals and concrete if possible.<br>• Waste must be disposed of at an approved location from the list provided by the Sonoma County Department of Environmental Health. Available locations may change, and locations within Sonoma County may not be available. |
| **Soil Grading** | • Remove 3 to 6 inches of soil from the impacted area after the burn ash and debris is removed to a level of visually clean. |
| **Confirmation Sampling** | • A licensed Soil Consultant will collect soil samples from 0-3 inches for confirmation sampling and compare soil sample results against clean-up goals. The testing standards will be available at the Santa Rosa Department of Planning and Economic Development and will be the same standards used for the public cleanup. |
| **Appliance and Vehicle Recycling** | • Appliances and vehicles must be handled properly to meet the requirements of metals recycling facilities. |

3. **Owners Who Choose Neither Option Above And Fail To Adequately Remove Debris From Their Property.**

Due to the public health dangers to the community, owners who choose **not to participate** in the State and Federal sponsored Consolidated Debris Removal Program and who **do not accomplish** an adequate clean-up through their own actions, will have the wildfire debris inspected by the City, and be subject to potential remedial action by the City that may include, but not be limited to, hazard removal and/or relocation, clean-up, site evaluation, soil testing, and/or chemical analysis. All City expenses incurred for such inspection and mitigation, including but not limited to, contract work, staff time, and administration, are subject to full cost recovery from the owner with a lien recorded on the property.

## Confirmation Sampling

Confirmation sampling should be conducted by a licensed professional after fire-related debris has been removed from a property. Representative soil samples must be collected and analyzed to determine compliance with clean-up goals used by the State and federal government which will be available at the Santa Rosa Department of Planning and Economic Development. The total number of samples to be collected should be based on estimated square footage of ash footprint:

| Estimated Square Footage of Ash Footprint (Decision Unit) | Number of 5-Point Aliquots |
|---|---|
| 0-100 square feet | 1 |
| 101-1,000 square feet | 2 |
| 1,001-1,500 square feet | 3 |
| 1,501-2,000 square feet | 4 |
| 2,001-5,000 square feet | 5 |
| >5,000 square feet | Must consult with local environmental health officials |

All confirmation samples should be collected from a depth of 0-3 inches using a dedicated 4-ounce plastic scoop and be placed in 8-ounce jars. Samples should be shipped to an approved laboratory for analysis by Title 22 Metals for antimony, arsenic, barium, beryllium, cadmium, chromium, cobalt, copper, lead, molybdenum, nickel, selenium, silver, thallium, vanadium, and zinc by EPA Method 6020, and mercury by EPA Method 7471A. This sampling guidance is informational and preliminary. Additional guidance regarding requirements will be provided with standards.

*This information is based upon statutes and regulations and is intended to provide a basic overview to help achieve compliance. This document does not replace or supersede relevant statutes and regulations and is not intended as legal advice.*

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# SANTA ROSA FIRE CLEAN-UP APPLICATION

**Who needs to complete this form?** Property owners who elect ***not*** to participate in the State sponsored debris clean-up program and choose to clean-up their property on their own, or with a qualified contractor. The work must be done to standards established in ordinances and regulations so that health and safety risks are adequately addressed for the community and the environment. Documentation on adequate cleanup and proper disposal will be required. State disaster funding will not be able to reimburse for this work.

**Property Owner Name**:_____ **Phone**:_____

**Property Owner Mailing Address**:_____

**Subject Property Address**:_____

**Assessor's Parcel Number (APN)**:_____

**Description: Provide Work Plan (provide additional paperwork as needed)**

_____

_____

_____

_____

**A. Program Participation**

1. Who will perform the debris removal? ☐ Owner ☐ Licensed contractor

   If contractor please provide the following:

   Name of Contractor:_____

   License Number:_____

   Start Date:_____

**B. Property Owner Acceptance**

I have reviewed the protocols as stated in the "Management of Sonoma County Wildfire Debris" document and specifications for private debris removal. I understand the ash and debris contain hazardous substances and can be a health hazard. I understand the ash and debris shall be wetted down prior to removal and dust shall be controlled. The ash and debris shall also be completely encapsulated with a tarp ("burrito wrap" method) prior to being transported for disposal. I understand that soil samples shall be collected in order to self-certify the project was completed.

Property Owner:_____ Date: _____

Contractor Signature:_____ Date:_____

City of Santa Rosa Acknowledgement:_____ Date:_____

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# PROPERTY CLEAN-UP COMPLETION CERTIFICATION

| | |
|---|---|
| **What is the purpose of this form?** | The purpose of this form is to certify that your parcel has been cleaned of hazardous wastes, ash, and debris. This form will be used to certify completion of clean-up by property owners or contractors so that building permits can be issued for new and replacement structures. |
| **Who needs to complete this form?** | Property owners who elect ***not*** to participate in the State sponsored debris program and choose to clean-up their property on their own or with a qualified contractor. |

Property Owner Name:_____

Property Owner Mailing Address:_____

Subject Property Address:_____ City:_____

Assessor's Parcel Number (APN):_____

## A. Program Participation

☐ Yes I completed the **"Fire Clean-Up Application"**

☐ Yes I read and understand the **"Management of Sonoma County Wildfire Debris"**

## B. Asbestos Screening and Disposal

1. ☐ Yes ☐ No My asbestos and household hazardous waste was screened and removed by a licensed certified contractor.

☐ Year structure was built:_____

If you checked "Yes" skip Part B2.

If you checked "No" please provide the following information in part B2:

2. **Asbestos/Hazardous Waste Screening**

Consultant Name:_____ Certification Number:_____

Contact Address:_____ Telephone:_____

**Asbestos/Hazardous Waste Disposal**

Contractor Name:_____ License Number:_____

Contact Address:_____ Telephone:_____

Disposal Facility:_____ (attach disposal facility documentation)

**C. Ash and Debris Disposal**

1. The ash and debris was removed and disposed of by: ☐ Myself ☐ Licensed contractor

If you checked "Myself" go to Part C2 below.

If you checked "Licensed Contractor," please provide the following information:

Contractor Name:_____ Telephone:_____

Contact Address:_____ City:_____

License Number:_____ License Type:_____

2. The ash and debris from my property was disposed at the following facility(s):

Facility Name:

_____

Date(s) of Delivery:_____

Date of Completion:_____ (attach disposal facility documentation)

Facility Name:_____

Date(s) of Delivery: _____

**D. Metal Recycling**

1. The metal was removed and disposed of by: ☐ Myself ☐ Licensed contractor

If you checked "Myself" go to Part D2 below.

If you checked "Licensed Contractor," please provide the following information:

Contractor Name:_____ License Number:_____

Contact Address:_____ Telephone:_____

2. The metal from my property was disposed at the following facility(s):

Facility Name:_____

Number of passenger vehicles:_____

Number of large vehicles:_____

Number of recreational vehicles:_____

Number of large equipment:_____

Any further itemized description of metal types:_____

Date(s) of Delivery:_____

Date of Completion:_____ (attach disposal facility documentation)

## E. Inert Waste (Concrete and Masonry) Disposal

1. The inert waste was removed and disposed of by: ☐ Myself ☐ Licensed contractor

If you checked "Myself" go to Part E2 below. If you checked "Licensed Contractor," please provide the following information:

Contractor Name:_____ License Number:_____

Contact Address:_____ Telephone:_____

2. The inert waste from my property was disposed at the following facility(s):

Facility Name:_____

Date(s) of Delivery:_____

Date of Completion:_____ (attach disposal facility documentation)

## F. Cleanup Confirmation Sampling Results

1. Consultant Name:_____ License Number:_____

Please attach a copy of the sampling locations and results.

## G. Sewer Lateral Capping

☐ YES The sewer lateral to this property has been capped to prevent fugitive sewer gasses from migrating to and around the subject property. The lateral has been secured in a manner that prevents debris or any foreign materials from entering the municipal sewer system.

☐ YES (Alternate if septic system is present). The sewer lateral to the septic system has been capped to prevent fugitive sewer gasses from migrating to and around the subject property. The lateral has been secured in a manner that prevents debris or any foreign materials from entering the septic system.

## H. Property Owner Certification and Indemnification

I have reviewed and understand the "Management of Sonoma County Wildfire Debris" requirements.

I hereby certify that all identifiable asbestos, household hazardous waste, and burn ash that may have been generated by the 2017 Sonoma Wildfire on my property identified in this document has been identified, removed and disposed as described herein and in conformance with the Management of Sonoma County Wildfire Debris plan attached, and in accordance with work described in the Work Plan dated_____

I understand that since cleanup of the above-mentioned property was performed under my direction, the City of Santa Rosa cannot certify that cleanup was adequate until I submit proof of clean up and soil testing.

I agree to accept all responsibility for loss or damage to any person or entity, including City of Santa Rosa, and to defend and indemnify, hold harmless, and release City, its elected representatives, officers, agents, and employees, from and against any actions, claims, damages, demands, losses, liabilities, disabilities or expenses, defense costs (including reasonable attorney fees), of any kind or nature, that may be asserted by any person or entity with respect to the removal of debris and any hazardous material from the above mentioned real estate property.

Property Owner Signature:_____ Date:_____

City Acknowledgement:_____ Date:_____

*The City of Santa Rosa cannot make recommendations or referrals for private businesses.*
*There are many qualified firms who can be contacted to provide these services.*

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# Guidelines / Templates / Resource List for Property Owners, Contractors and Consultants

The following guidelines, templates, and resource list have been created in order to assist property owners and or / contractors and consultants through the clean-up process. While the templates presented here are optional, it is highly encouraged that the organizational processes outlined are adhered to in order to facilitate an expedient review and approval of work plans and reports such that a property completion certification can be issued.

**Guidelines/Templates/Resource Summary**

| | |
|---|---|
| Appendix A | Work Plan Checklist/Contents |
| Appendix B | Report Checklist/Contents |
| Appendix C | Solid Waste Disposal Site List |
| Appendix D | Recycling Resource List |

**Work Plans and Reports Checklist/Contents**

Please be advised it is the intent of Work Plans and Reports to provide working guidance such that no steps are missed in the clean-up process that might unduly burden property owners in having to perform additional or unnecessary work that may have been caught at the early stages of the project clean-up. With this, **submittals made under these guidelines can be abbreviated to the bare necessities** in order to achieve clean-up removal and disposal goals. For example, such line items as fugitive dust control may be addressed by referencing posted County documents and acknowledging that practices outlined therein will be adhered to.

Included as **Appendix A and B** to this document please find general work plan and report format templates that will assist in the timely review of submitted documents.

**Debris Removal Requirements to Solid Waste Disposal Facilities**

As a general note, sites that the EPA has flagged as potentially not cleared of household hazardous waste (HHW) must be appropriately addressed within the work for characterization, removal and disposal. Burn waste/ash at a minimum shall be disposed of at a Class III disposal facility with a liner approved by the Regional Water Control Board to accept the waste, and any characterization requirements of the disposal site must be met before transportation to such site. An approved hauler appropriately licensed for the material transported will need to perform such work, and the material must be wetted and burrito wrapped (CalRecycle protocol) and tarped for transport and ultimate disposal. Contractors/haulers failing to adhere to this standard

may have their material rejected at the disposal facility and/or a fine imposed.

Asbestos transport and disposal must be disposed of at a facility permitted to accept such waste. Best management practices shall be established in such handling and disposal (work plan should have provisions outlined where asbestos is encountered), and a hauler appropriately licensed for the material transported will need to perform such work.

Transport and Disposal documentation for generated debris removal should be retained and included with your property clean-up completion certification submittal. Included as **Appendix C**, is a preliminary list of disposal facilities provided in collaboration with the Regional Water Board and CalRecycle, which are likely to accept the material. Please note such facilities are working with their regulators in some cases with conditional waivers, and may not immediately be able to take the material. As such, as more information becomes available, disposal options updates will be provided.

**Dust Control**

- Property owners or their contractors must provide water or an approved dust palliative, or both, to prevent dust nuisance at each site. Dust resulting from performance of the work shall be controlled at all times.
- Each area of ash and debris to be removed must be pre-watered 48 to 72 hours in advance of the removal. Hoses with a fine spray nozzle are recommended. The water must be applied in a manner that does not generate runoff. Engineering controls for storm water discharges must be in place prior to dust control operations.
- All loads shall be covered with a tarp; this includes metal debris. Ash and debris loads shall be fully encapsulated with a tarp ("burrito wrap" method). Concrete loads are exempt from a tarp provided the loads are wetted prior to leaving. If concrete loads generate dust, then the loads must be wetted and covered.
- All waste material that is not unloaded at the end of each workday should be consolidated, sufficiently wetted, and/or covered to prevent the offsite migration of contaminants.
- All visibly dry disturbed soil surface areas of operation should be watered to minimize dust emissions during performance of work.
- Speeds must be reduced when driving on unpaved roadways.
- Procedures must be implemented to prevent or minimize dirt, soil, or ash contaminating roadways, neighboring parcels, or creating an airborne health hazard. The use of blower devices, dry rotary brushes, or brooms for removal or carryout and track out on public roads is strictly prohibited.

**Vehicle and Road Safety**

If removal activities on property owners' parcels will create a roadway blockage or hinder traffic patterns, property owners or their contractors are responsible for obtaining any required local permits and shall post all warning signs, as required by local ordinances. As there may be many contractors actively working on remediation efforts in the burn area, it is in property owners' best interests to identify removal and remediation efforts in adjacent areas that could impact the ability to locate, park, or transport equipment and materials.

**Soil Testing and Screening Criteria for Work Plans and subsequent Report of Findings**

Initial Screening Criteria have been established in consultation with CalRecycle for soil confirmation sampling after completion of visible clean-up of properties. Please note, that these are initial health screening criteria in the absence of background data. As such, screening levels provided here may be raised (more lenient) should ambient concentrations of metals be found to be prevalent in background data sets. **Testing of metals must be performed by EPA Lab Method 6020, with the exception of Mercury by EPA Method 7471A.**

| Initial Health Screening Criteria for Soil | | |
|---|---|---|
| Analyte | Health Screening Level mg/Kg | Clean-up Level |
| Antimony | 30 | Health Screen |
| Arsenic | 0.07 | Background |
| Barium | 5,200 | Health Screen |
| Beryllium | 15 | Health Screen |
| Cadmium | 1.7 | Health Screen |
| Chromium | 36,000 | Health Screen |
| Cobalt | 23 | Background and Health Screen |
| Copper | 3,000 | Health Screen |
| Lead | 80 | Background and Health Screen |
| Mercury | 5.1 | Health Screen |
| Molybdenum | 380 | Health Screen |
| Nickel | 490 | Health Screen |
| Selenium | 380 | Health Screen |
| Silver | 380 | Health Screen |
| Thallium | 5 | Health Screen |
| Vanadium | 390 | Health Screen |
| Zinc | 23,000 | Health Screen |

**General Recycling and Testing Guidelines**

Included as **Appendix D** is a resource guide for general recycling of concrete and metals. Please note, this list is provided as a courtesy and information contained herein should be verified by the property owner/ contractor / consultant before taking material to vendors listed. Additionally, for concrete, transport and disposal, disposal may be limited due to the potential presence of asbestos. As such testing is recommended before transport and disposal and acceptance criteria should be verified with potential processors.

**Well, Septic and Sewer Guidelines**

Well Safety

- Private well water is not regulated by any government agency. Although your well water may taste and smell fine, the only way to know your well water is safe is by testing it. It is the responsibility of the individual property owner to ensure that

their drinking water supply is safe by having the well water tested by a state certified laboratory. View a list of Laboratories that can perform these tests on the County of Sonoma Environmental Health & Safety website.

Septic Systems

- Onsite septic systems have most of their functional components below ground and are typically more resistant to fire damage. However, it is important to inspect the aboveground electrical and plumbing system for damage to PVC piping that may have been impacted by heat. If your wastewater disposal system has been damaged, or if your system is backing up or malfunctioning, discontinue use and contact Permit Sonoma 707-565-2849 or visit: http://sonomacounty.ca.gov/PRMD/Eng-and-Constr/Well-and-Septic/

Sewer Safety

- Identify location and condition of sewer lateral.
- Sewer lateral must be securely capped and not allow any material to enter the collection system.
- If the sewer lateral has not already been capped, this action should be completed as a first step in the debris removal process. Please contact the City of Santa Rosa Planning and Economic Development Department for additional details.

**Grading and Erosion Control**

Once grading has been completed, best management practices (BMPs) shall be implemented to establish erosion control at the disturbed site.

a. Follow best management erosion and sediment control practices (BMPs) to prevent ash, soil, and other pollutants from washing into the street, drainage courses and culverts, or onto neighboring properties. A copy of the City's storm water BMPs may be found at: https://srcity.org/1255/Low-Impact-Development.
b. Stockpiled materials that are not immediately loaded for transport shall be handled and stored on site in such a manner as to avoid offsite migration. Stockpiles may be stored for up to 180 days. This may include wetting and covering the waste until it is loaded and transported. Locate stockpiles away from drainage courses, drain inlets or concentrated flows of storm water.
c. Stockpiled material may not be stored or placed in a public roadway.
d. If a stockpile is classified as hazardous, it must be transported to a hazardous landfill. Hazardous materials and refuse must be kept in closed containers that are covered and utilize secondary containment, not directly on soil. If the stockpile is non-hazardous, it can be sent to a Class Three (3) landfill.
e. During the project rainy season, cover non-active soil stockpiles and contain them within temporary perimeter sediment barriers, such as berms, dikes, silt fences, or sandbag barriers. A soil stabilization measure may be used in lieu of cover.
f. Implement appropriate erosion control measures during debris removal and provide final site stabilization after debris removal is completed. PED staff will

assist applicants with the scope of these minimum requirements with submittal of the Demolition Permit.

**Foundation Study/Certification for Reuse Guidelines**

Should property owners wish to repurpose/use existing foundations, a California licensed civil/structural engineer will be required to certify such use is appropriate. The engineer will need to document any field testing, observations, or implemented lab material testing used to certify such conclusions and recommendations for reuse. A report of findings will need to be stamped by the licensed professional in a report which will be reviewed by a foundation engineer under contract with the City.

# Appendix A
# Work Plan Checklist/Contents

Index of Work Plan Contents:

Section 1: Property Information (Assessor's Parcel Number, Contacts for Owner/Contractor(s)/Consultants)

Section 2: Description of work to be performed:
- 2A Site Testing and Analyses Plan (Asbestos and Soil)
- 2B Air Monitoring Protocols for Fugitive Dust
- 2C Hazardous Waste and Asbestos Removal Plan
- 2D Debris Removal Plan
- 2E Soil Grading / Removal to level of visually clean
- 2F Foundations Plan (Removal or Testing for Potential Reuse)
- 2G Confirmation Sampling
- 2H Appliance and Vehicle Recycling or Disposal
- 2I Well and Septic Plan (if applicable)

Section 3: Vicinity Map, Plan Maps and Drawings

# Appendix B
# Report Checklist/Contents

Index of Report Contents:

Section 1: Property Information (Assessor's Parcel Number, Contacts for Owner/Contractor(s)/Consultants)

Section 2: Description of work performed:

- 2A Site Testing and Analyses description and summary of results (Asbestos and Soil)
- 2B Air Monitoring Protocols for Fugitive Dust Implementation
- 2C Hazardous Waste and Asbestos Removal Documentation
- 2D Debris Removal Documentation
- 2E Soil Grading / Removal to level of visually clean
- 2F Foundations (Removal or Testing results for Potential Reuse)
- 2G Confirmation Sampling Results Discussion
- 2H Documentation of Appliance and Vehicle Recycling or Disposal
- 2I Documentation of work related to Well and Septic

Section 3: Vicinity, Plan Maps and Drawings

Section 4: Analytical Table with results compared with Stated Health Screening Criteria

Section 5: Certified Lab Reports

# Appendix C
# Solid Waste Disposal Facilities

# Appendix D
# Recycling Resources

## Concrete/asphalt

Concrete and asphalt drop-off recycling fees typically range from no cost to $5/ton versus disposal fees at County Refuse Disposal Sites at $117.00/ton.

Concrete and asphalt are crushed to use for road base.

### Cotati

**Stony Point Rock Quarry**

http://www.stonypointrockquarry.com

7171 Stony Point Rd.

(707) 795-1775

M-F 7-3:00. Drop-off and fee: undamaged, asphalt chunks and grindings and concrete (rebar okay).

### Forestville

**Canyon Rock**

http://www.canyonrockinc.com

7525 Hwy. 116

(707) 887-2207

M-F 7-5, Sa 7-12. Drop-off and fee: asphalt grindings and clean concrete and/or asphalt chunks (rebar/wire okay), with letter confirming material is not contaminated.

**Jerry Krahne's Hauling**

(707) 206-1521

By appointment.  Pickup and fee: call for quote.

## Graton

**AC Hauling**

http://www.achauling.com

(707) 824-0640

By appointment.  Pickup and fee: all kinds; call for quote.

## Healdsburg

**Syar Industries - Healdsburg**

http://www.syar.com/

13666 Healdsburg Ave.

(707) 433-3366

M-F 7-3:30. Drop-off: asphalt grindings and clean concrete and/or asphalt chunks (rebar/wire okay); loads inspected.

## Petaluma

**1-800-ECOHAUL**

http://www.ecohaul.com

(800) ECO-HAUL (326-4285)

M-Sa 8-5. Pickup and fee: call for quote.

**Petaluma Refuse & Recycling**

http://unicycler.com/

1309 Dynamic St.

(707) 766-6026

M-F 7-6, Sa-Su 7-3.  Service area: Petaluma only. Pickup and fee.

## Rohnert Park

**Rohnert Park Disposal**

http://www.unicycler.com

(707) 586-2283

M-F 7-6, Sa-Su 7-3. Service area: Rohnert Park only. Pickup and fee: call for quote.

## Santa Rosa

**1-800-GOT-JUNK?**

http://www.1800gotjunk.com

(800) GOT-JUNK? (468-5865)

24-hour.  Pickup and fee: call for quote.

**BoDean Company, Inc., (Santa Rosa Asphalt Plant)**

http://www.bodeancompany.com/

1060 Maxwell Dr.

(707) 576-8205

M-F 7-4:30. Drop-off and fee: asphalt grindings and clean concrete and/or asphalt chunks three feet or less (no rebar/steel/wire), call first.

**Global Materials Recovery Services**

3899 Santa Rosa Ave.

(707) 586-6666 or 585-8246

Daily 8-5. Drop-off and fee: clean concrete and/or asphalt chunks three feet or less (no rebar/steel/wire).

**Industrial Carting**

http://www.industrialcarting.net/

3911 Santa Rosa Ave.

(707) 585-0511 or 585-8246

Daily 8-5. Pickup and fee: clean concrete and/or asphalt chunks three feet or less (no rebar/steel/wire). Drop-off at Construction and Demolition Recycling Facility.

**Santa Rosa Recycling and Collection Service**

http://www.unicycler.com

(707) 586-1478

M-F 7-6, Sa-Su 7-3.  Service area: Santa Rosa only. Pickup and fee: call for quote.

**Wheeler Zamaroni**

http://www.wzsupply.com

3500 Petaluma Hill Rd.

(707) 543-8400

M-F 7-4:30, Sa 8-4.  Drop-off and fee: clean concrete and/or asphalt chunks.

## Sonoma

**Soils Plus**

http://www.soils-plus.com

4343 Stage Gulch Rd.

(707) 996-3400

M-F 7-4, Sa 8-12:30. Drop-off and fee: asphalt chunks and grindings and concrete (rebar okay). No chicken wire, dirt or debris.

## Windsor

**Pacific Sanitation**

http://www.pacificsanitation.com/mrf-recycle-facility

(707) 545-4847/ (877) 698-8473

M-F 7:30-4:30. Pickup and fee: all kinds.

**Windsor Materials Recovery Facility**

http://www.mmservicesinc.com

590 Caletti Ave.

(707) 545-4847/838-2597

M-F 7:30-4, Sa 7-12. Drop-off and fee **(commercial loads only)**: all kinds.

### Other

**Hurricane Hauling & Demolition, Inc.**

http://www.hurricanehauling.com

(415) 456-3407

M-F 8-4. Pickup and fee.

## Metal, scrap

Ferrous metals contain iron (e.g., steel); magnets stick to ferrous metal.

Nonferrous metals do not contain iron (e.g., brass, aluminum, copper).

Recyclable scrap metal (ferrous and nonferrous metals) is banned from disposal at County Refuse Disposal Sites. All County Refuse Disposal Sites, as well as a number of other locations, offer recycling for scrap metal. See related topics on this website:

### Forestville

**Jerry Krahne's Hauling**

(707) 206-1521

By appointment. Pickup and fee: mixed ferrous/nonferrous metal (unstripped electric wire okay); call for quote.

### Graton

**AC Hauling**

http://www.achauling.com

(707) 824-0640

By appointment. Pickup and fee: ferrous/nonferrous metal (insulated wire okay); call for quote.

### Guerneville

**Guerneville Transfer Station-Recycling**

13450 Pocket Rd./Hwy. 116
(707) 869-3878
M-Tu 8-4, Th-Sa 8-4 (closed Sundays and Wednesdays). Drop-off: ferrous and nonferrous metals smaller than 4 foot x 8 foot.

## Healdsburg

**Healdsburg Transfer Station-Reuse & Recycling**
166 Alexander Valley Rd.
(707) 433-0321
M-Sa 8-4 (closed Sundays). Drop-off: ferrous and nonferrous metals smaller than 4 foot x 8 foot.

## Petaluma

**1-800-ECOHAUL**
http://www.ecohaul.com
(800) ECO-HAUL (326-4285)
M-Sa 8-5. Pickup and fee: ferrous/nonferrous metal (insulated wire okay); call for quote.

**Central Disposal Site-Reuse & Recycling**
500 Mecham Rd.
(707) 795-3660
M-Sa 7-3. Drop-off: ferrous and nonferrous metals smaller than 4 foot x 8 foot.

**Petaluma Junk Company**
http://www.maselliandsons.com/
519 Lakeville St.
(707) 778-7432
M-F 8-4:30, Sa 8-11:30. Drop-off and buyback: copper, brass, aluminum, stainless steel, electrical wire, radiators, lead, pot metal, motors, cast iron and scrap metal.

**Petaluma Refuse & Recycling**
http://unicycler.com/
1309 Dynamic St.
(707) 766-6026
M-F 7-6, Sa-Su 7-3. Service area: Petaluma only. Pickup and fee.

## Rohnert Park

**Rohnert Park Disposal**
http://www.unicycler.com
(707) 586-2283
M-F 7-6, Sa-Su 7-3. Service area: Rohnert Park only. Pickup and fee: mixed

ferrous/nonferrous metal (insulated wire okay); call for quote.

## Santa Rosa

**1-800-GOT-JUNK?**

http://www.1800gotjunk.com

(800) GOT-JUNK? (468-5865)

24-hour. Pickup and fee: ferrous/nonferrous metal (insulated wire okay); call for quote.

**Cream's Dismantling and Scrap, Inc.**

http://www.autowreckerssantarosa.com

3621 Copperhill Ln.

(707) 546-7553

M-F 8-5  Drop-off: ferrous and nonferrous metals. No dirt or concrete.

**Global Materials Recovery Services**

3899 Santa Rosa Ave.

(707) 586-6666 or 585-8246

Daily 8-5. Drop-off and buyback: ferrous/nonferrous metal and lead; call for more information.

**Industrial Carting**

http://www.industrialcarting.net/

3911 Santa Rosa Ave.

(707) 585-0511 or 585-8246

Daily 8-5. Pickup and fee: ferrous/nonferrous metal (insulated wire okay); call for quote.

**Redwood Empire Recycling**

http://www.unicycler.com

3400 Standish Ave.

(707) 585-0291

M-Sa 7-5. Drop-off: ferrous and nonferrous metals.

**Santa Rosa Recycling and Collection Service**

http://www.unicycler.com

(707) 586-1478

M-F 7-6, Sa-Su 7-3. Service area: Santa Rosa only. Pickup and fee: mixed ferrous/nonferrous metal (insulated wire okay); call for quote.

## Sonoma

**Sonoma Transfer Station- Recycling**

4376 Stage Gulch Rd.

(707) 996-5423

M-Sa 7-2:30 (closed Sundays).  Drop-off: ferrous and nonferrous metals smaller

than 4 foot x 8 foot.

## Windsor

**Pacific Sanitation**

http://www.pacificsanitation.com/mrf-recycle-facility

(707) 545-4847/ (877) 698-8473

M-F 7:30-4:30. Pickup and fee: ferrous/nonferrous metal (insulated wire okay); call for quote.

**West Coast Metals, Inc.**

470 Caletti Ave.

(707) 838-9731

M-F 7-3:30, Sa 8-3:30. Drop-off: ferrous/nonferrous metal (insulated wire okay); call for quote.

**Windsor Materials Recovery Facility**

http://www.mmservicesinc.com

590 Caletti Ave.

(707) 545-4847/838-2597

M-F 7:30-4, Sa 7-12. Drop-off and fee (commercial loads only): ferrous/nonferrous metal (insulated wire okay); call for quote.

## Other

**Hurricane Hauling & Demolition, Inc.**

http://www.hurricanehauling.com

(415) 456-3407

M-F 8-4.  Pickup and fee.

sonoma county
DEPARTMENT OF HEALTH SERVICES
PUBLIC HEALTH DIVISION

Barbie Robinson, MPP, JD – Director
Ellen Bauer, PhD, MPP – Division Director

**Sonoma County Complex Fires**
**Health Screening Level Guidance, Cleanup Goals and Background Data Sets**

The following summary tables provide updated health screening level guidance and cleanup goals for the Sonoma County Complex Fires Alternative Program. The USACE and CalRecycle have recently compiled background data sets for the fires that take into consideration the geologic and geographic location of sampling. Where confirmation soil sampling exceeds the health screening levels, a licensed professional (California licensed geologist, civil engineer or petroleum engineer[1]),may in their professional judgement certify that the results are naturally occurring, and additional cleanup will not be required based on the exceedance. This determination must take into consideration site specific data relative to local geology, and the geologic chemical data in the tables provided where results within 20% of the stated background data would be considered passing. Where confirmation sample results exceed data sets contained in the published tables and/or additional clearing with additional testing does not meet health screening criteria or published regional background sets, site specific background samples may be collected to establish that the cleanup has been performed to background levels.

**Guidance for Site Specific Background Data Collection and Analyses**

The following guidance is provided to assist licensed professionals establish site specific background data:

1) Three locations shall be identified away from the impacted/cleanup area, such that minimal air blown ash or debris may disturb the desired samples. Locations should be staggered to represent the area.
2) In order to assure a “clean” or “native” sample, the first 3 inches of dirt shall be removed from the ground surface.
3) Samples shall be collected from 3 to 9 inches and placed in appropriate containers for transport to an analytical laboratory
4) Samples shall be analyzed for metals under EPA Method 6020 and Mercury by EPA Method 7471A.
5) Analytical results will be reviewed and compiled by the licensed professional, and a determination made if the results are representative of background for the subject site.

**Additional Advisory:**
In cases where a subject site has been cleaned up to background levels, and health screening levels exceeded, property owners should be advised of the exceedance.

**Reporting:**
In order to facilitate the expedient review of cleanup documentation, results of testing and analyses should be outlined in tables for each site compared against the identified screening level. Certified analytical reports shall be attached including all QA/QC documentation from the lab. As the results presented will included interpretation, all reports must be signed and stamped by the licensed professional taking responsible charge for the work.

**Attachments:**
Sonoma Background Table V1 - PDF
Sonoma Background Sampling Locations - PDF

[1] California Code of Regulations Title 16, Division 29§§ 3000-3067 & Business and Professions Code §§ 7800 – 7887

**TABLE 1.**
**CLEANUP GOALS FOR METALS IN SOIL**
**SONOMA COUNTY, POCKET FIRE INCIDENT**
**KJFM GEOLOGIC AREA**

| Metal | Background | US EPA RSL [a] | CalEPA CHHSL [b] | DTSC HERO [c] | Cleanup Goal |
|---|---|---|---|---|---|
| Antimony | 0.278 | 31 | 30 | - | **30** |
| Arsenic | 8.006 | 0.7 | 0.1 | 0.07 | **8** |
| Barium | 640 | 15,000 | 5,200 | - | **5,200** |
| Beryllium | 0.818 | 160 | 16 | 15 | **15** |
| Cadmium | 0.132 | 71 | 1.7 | 5.2 | **1.7** |
| Chromium | 140.4 | 120,000 | 100,000 | 36,000 | **36,000** |
| Cobalt | 45.3 [d] | 23 | 660 | - | **45.3** |
| Copper | 127.8 | 3,100 | 3,000 | - | **3,000** |
| Lead | 16.44 | 400 | 80 | 80 | **80** |
| Mercury | 0.102 | 5.1 | 18 | 23 | **5.1** |
| Molybdenum | 1.215 | 390 | 380 | - | **380** |
| Nickel | 235.1 | 1,500 | 1,600 | 490 | **490** |
| Selenium | 1.171 | 390 | 380 | - | **380** |
| Silver | 0.063 | 390 | 380 | 390 | **380** |
| Thallium | 0.759 | 0.8 | 5 | - | **5** |
| Vanadium | 106.5 | 390 | 530 | 390 | **390** |
| Zinc | 105.9 | 23,000 | 23,000 | - | **23,000** |

**Notes:**

All results presented in milligrams per kilogram (mg/kg)

Cleanup goal selected using the higher value of background or appropriate health-based screening level

Complete statistical summary information is presented as Attachment 1

NA Statistics not conducted due to minimal detections

-- None listed

a U.S. Environmental Protection Agency, Risk-Based Screening Levels (www.epa.gov/Region9/superfund/prg). May 2016.

b California Environmental Protection Agency, Revised California Human Health Screening Levels for Lead (http://oehha.ca.gov.risk/pdf/LeadCHHSL091709.pdf). September 2010.

c California Department of Toxic Substances Control, Office of Human Health and Ecological Risk Assessment, Note 3 (www.dtsc.ca.gov/AssessingRisk.upload/HHRA-Note-3-2016-01.pdf). January 2016.

d Background levels up to 248 mg/kg of cobalt were detected but not included in the evaluation.

**TABLE 1.**
**CLEANUP GOALS FOR METALS IN SOIL**
**SONOMA COUNTY, POCKET FIRE INCIDENT**
**MZV GEOLOGIC AREA**

| Metal | Background | US EPA RSL [a] | CalEPA CHHSL [b] | DTSC HERO [c] | Cleanup Goal |
|---|---|---|---|---|---|
| Antimony | 0.212 | 31 | 30 | - | **30** |
| Arsenic | 9.87 | 0.7 | 0.1 | 0.07 | **9.9** |
| Barium | 787.8 | 15,000 | 5,200 | - | **5,200** |
| Beryllium | 1.92 | 160 | 16 | 15 | **15** |
| Cadmium | 0.244 | 71 | 1.7 | 5.2 | **1.7** |
| Chromium | 990 | 120,000 | 100,000 | 36,000 | **36,000** |
| Cobalt [d] | 54.8 | 23 | 660 | - | **54.8** |
| Copper | 106 | 3,100 | 3,000 | - | **3,000** |
| Lead | 11.3 | 400 | 80 | 80 | **80** |
| Mercury | 0.144 | 5.1 | 18 | 23 | **5.1** |
| Molybdenum | 1.061 | 390 | 380 | - | **380** |
| Nickel | 3,490 | 1,500 | 1,600 | 490 | **490** |
| Selenium | 1.74 | 390 | 380 | - | **380** |
| Silver | 0.193 | 390 | 380 | 390 | **380** |
| Thallium | N/A | 0.8 | 5 | - | **5** |
| Vanadium | 175 | 390 | 530 | 390 | **390** |
| Zinc | 110.7 | 23,000 | 23,000 | - | **23,000** |

**Notes:**

All results presented in milligrams per kilogram (mg/kg)

Cleanup goal selected using the higher value of background or appropriate health-based screening level

Complete statistical summary information is presented as Attachment 1

NA Statistics not conducted due to minimal detections

-- None listed

a U.S. Environmental Protection Agency, Risk-Based Screening Levels (www.epa.gov/Region9/superfund/prg). May 2016.

b California Environmental Protection Agency, Revised California Human Health Screening Levels for Lead (http://oehha.ca.gov.risk/pdf/LeadCHHSL091709.pdf). September 2010.

c California Department of Toxic Substances Control, Office of Human Health and Ecological Risk Assessment, Note 3 (www.dtsc.ca.gov/AssessingRisk.upload/HHRA-Note-3-2016-01.pdf). January 2016.

d Background levels up to 166 mg/kg of cobalt were detected but not included in the evaluation.

**TABLE 1.**
**CLEANUP GOALS FOR METALS IN SOIL**
**SONOMA COUNTY, TUBBS FIRE INCIDENT**
**KJFM/QPC GEOLOGIC AREA**

| Metal | Background | US EPA RSL [(a)] | CalEPA CHHSL [(b)] | DTSC HERO [(c)] | Cleanup Goal |
|---|---|---|---|---|---|
| Antimony | 0.127 | 31 | 30 | - | **30** |
| Arsenic | 7.812 | 0.7 | 0.1 | 0.07 | **7.8** |
| Barium | 223 | 15,000 | 5,200 | - | **5,200** |
| Beryllium | 0.97 | 160 | 16 | 15 | **15** |
| Cadmium | 0.106 | 71 | 1.7 | 5.2 | **1.7** |
| Chromium | 493 | 120,000 | 100,000 | 36,000 | **36,000** |
| Cobalt | 66.23 | 23 | 660 | - | **66.2** |
| Copper | 64.5 | 3,100 | 3,000 | - | **3,000** |
| Lead | 16.93 | 400 | 80 | 80 | **80** |
| Mercury | 0.163 | 5.1 | 18 | 23 | **5.1** |
| Molybdenum | 0.609 | 390 | 380 | - | **380** |
| Nickel | 632 | 1,500 | 1,600 | 490 | **490** |
| Selenium | 0.981 | 390 | 380 | - | **380** |
| Silver | 0.0621 | 390 | 380 | 390 | **380** |
| Thallium | 0.216 | 0.8 | 5 | - | **5** |
| Vanadium | 94.01 | 390 | 530 | 390 | **390** |
| Zinc | 93.84 | 23,000 | 23,000 | - | **23,000** |

**Notes:**

All results presented in milligrams per kilogram (mg/kg)

Cleanup goal selected using the higher value of background or appropriate health-based screening level

Complete statistical summary information is presented as Attachment 1

NA Statistics not conducted due to minimal detections

-- None listed

a U.S. Environmental Protection Agency, Risk-Based Screening Levels (www.epa.gov/Region9/superfund/prg). May 2016.

b California Environmental Protection Agency, Revised California Human Health Screening Levels for Lead (http://oehha.ca.gov.risk/pdf/LeadCHHSL091709.pdf). September 2010.

c California Department of Toxic Substances Control, Office of Human Health and Ecological Risk Assessment, Note 3 (www.dtsc.ca.gov/AssessingRisk.upload/HHRA-Note-3-2016-01.pdf). January 2016.

**TABLE 1.**
**CLEANUP GOALS FOR METALS IN SOIL**
**SONOMA COUNTY, TUBBS FIRE INCIDENT**
**Q/QPC GEOLOGIC AREA**

| Metal | Background | US EPA RSL [a] | CalEPA CHHSL [b] | DTSC HERO [c] | Cleanup Goal |
|---|---|---|---|---|---|
| Antimony | 0.255 | 31 | 30 | - | **30** |
| Arsenic | 22 | 0.7 | 0.1 | 0.07 | **22** |
| Barium | 198.5 | 15,000 | 5,200 | - | **5,200** |
| Beryllium | 0.704 | 160 | 16 | 15 | **15** |
| Cadmium | 0.253 | 71 | 1.7 | 5.2 | **1.7** |
| Chromium | 70.56 | 120,000 | 100,000 | 36,000 | **36,000** |
| Cobalt | 23.85 | 23 | 660 | - | **23.9** |
| Copper | 32.09 | 3,100 | 3,000 | - | **3,000** |
| Lead | 46.1 | 400 | 80 | 80 | **80** |
| Mercury | 0.33 | 5.1 | 18 | 23 | **5.1** |
| Molybdenum | 0.547 | 390 | 380 | - | **380** |
| Nickel | 100 | 1,500 | 1,600 | 490 | **490** |
| Selenium | 0.98 | 390 | 380 | - | **380** |
| Silver | 0.075 | 390 | 380 | 390 | **380** |
| Thallium | 0.239 | 0.8 | 5 | - | **5** |
| Vanadium | 77.49 | 390 | 530 | 390 | **390** |
| Zinc | 250 | 23,000 | 23,000 | - | **23,000** |

**Notes:**

All results presented in milligrams per kilogram (mg/kg)

Cleanup goal selected using the higher value of background or appropriate health-based screening level

Complete statistical summary information is presented as Attachment 1

NA Statistics not conducted due to minimal detections

-- None listed

a U.S. Environmental Protection Agency, Risk-Based Screening Levels (www.epa.gov/Region9/superfund/prg). May 2016.

b California Environmental Protection Agency, Revised California Human Health Screening Levels for Lead (http://oehha.ca.gov.risk/pdf/LeadCHHSL091709.pdf). September 2010.

c California Department of Toxic Substances Control, Office of Human Health and Ecological Risk Assessment, Note 3 (www.dtsc.ca.gov/AssessingRisk.upload/HHRA-Note-3-2016-01.pdf). January 2016.

**TABLE 1.**
**CLEANUP GOALS FOR METALS IN SOIL**
**SONOMA COUNTY, TUBBS FIRE INCIDENT**
**TV GEOLOGIC AREA**

| Metal | Background | US EPA RSL [a] | CalEPA CHHSL [b] | DTSC HERO [c] | Cleanup Goal |
|---|---|---|---|---|---|
| Antimony | 0.252 | 31 | 30 | - | **30** |
| Arsenic | 22 | 0.7 | 0.1 | 0.07 | **22** |
| Barium | 370 | 15,000 | 5,200 | - | **5,200** |
| Beryllium | 1.65 | 160 | 16 | 15 | **15** |
| Cadmium | 0.264 | 71 | 1.7 | 5.2 | **1.7** |
| Chromium | 300 | 120,000 | 100,000 | 36,000 | **36,000** |
| Cobalt | 65.9 | 23 | 660 | - | **65.9** |
| Copper | 39.3 | 3,100 | 3,000 | - | **3,000** |
| Lead | 118 | 400 | 80 | 80 | **118** |
| Mercury | 0.755 | 5.1 | 18 | 23 | **5.1** |
| Molybdenum | 0.591 | 390 | 380 | - | **380** |
| Nickel | 93.2 | 1,500 | 1,600 | 490 | **490** |
| Selenium | 1.62 | 390 | 380 | - | **380** |
| Silver | 0.0644 | 390 | 380 | 390 | **380** |
| Thallium | 0.629 | 0.8 | 5 | - | **5** |
| Vanadium | 142 | 390 | 530 | 390 | **390** |
| Zinc | 112 | 23,000 | 23,000 | - | **23,000** |

**Notes:**

All results presented in milligrams per kilogram (mg/kg)

Cleanup goal selected using the higher value of background or appropriate health-based screening level

Complete statistical summary information is presented as Attachment 1

NA Statistics not conducted due to minimal detections

-- None listed

a U.S. Environmental Protection Agency, Risk-Based Screening Levels (www.epa.gov/Region9/superfund/prg). May 2016.

b California Environmental Protection Agency, Revised California Human Health Screening Levels for Lead (http://oehha.ca.gov.risk/pdf/LeadCHHSL091709.pdf). September 2010.

c California Department of Toxic Substances Control, Office of Human Health and Ecological Risk Assessment, Note 3 (www.dtsc.ca.gov/AssessingRisk.upload/HHRA-Note-3-2016-01.pdf). January 2016.

**TABLE 1.**
**CLEANUP GOALS FOR METALS IN SOIL**
**SONOMA COUNTY, SONOMA VALLEY NORTH INCIDENT**
**Q/QOA/QPC GEOLOGIC AREA**

| Metal | Background | US EPA RSL [a] | CalEPA CHHSL [b] | DTSC HERO [c] | Cleanup Goal |
|---|---|---|---|---|---|
| Antimony | 0.378 | 31 | 30 | - | **30** |
| Arsenic | 6.534 | 0.7 | 0.1 | 0.07 | **6.5** |
| Barium | 210.3 | 15,000 | 5,200 | - | **5,200** |
| Beryllium | 2.215 | 160 | 16 | 15 | **15** |
| Cadmium | 0.311 | 71 | 1.7 | 5.2 | **1.7** |
| Chromium | 242 | 120,000 | 100,000 | 36,000 | **36,000** |
| Cobalt | 37.9 | 23 | 660 | - | **37.9** |
| Copper | 49.9 | 3,100 | 3,000 | - | **3,000** |
| Lead | 117 | 400 | 80 | 80 | **117** |
| Mercury | 4.49 | 5.1 | 18 | 23 | **5.1** |
| Molybdenum | 0.98 | 390 | 380 | - | **380** |
| Nickel | 392 | 1,500 | 1,600 | 490 | **490** |
| Selenium | 1.841 | 390 | 380 | - | **380** |
| Silver | 0.0885 | 390 | 380 | 390 | **380** |
| Thallium | 0.307 | 0.8 | 5 | - | **5** |
| Vanadium | 76.69 | 390 | 530 | 390 | **390** |
| Zinc | 141.9 | 23,000 | 23,000 | - | **23,000** |

**Notes:**

All results presented in milligrams per kilogram (mg/kg)

Cleanup goal selected using the higher value of background or appropriate health-based screening level

Complete statistical summary information is presented as Attachment 1

NA Statistics not conducted due to minimal detections

-- None listed

a U.S. Environmental Protection Agency, Risk-Based Screening Levels (www.epa.gov/Region9/superfund/prg). May 2016.

b California Environmental Protection Agency, Revised California Human Health Screening Levels for Lead (http://oehha.ca.gov.risk/pdf/LeadCHHSL091709.pdf). September 2010.

c California Department of Toxic Substances Control, Office of Human Health and Ecological Risk Assessment, Note 3 (www.dtsc.ca.gov/AssessingRisk.upload/HHRA-Note-3-2016-01.pdf). January 2016.

**TABLE 1.**
**CLEANUP GOALS FOR METALS IN SOIL**
**SONOMA COUNTY, SONOMA VALLEY NORTH INCIDENT**
**TV GEOLOGIC AREA**

| Metal | Background | US EPA RSL [(a)] | CalEPA CHHSL [(b)] | DTSC HERO [(c)] | Cleanup Goal |
|---|---|---|---|---|---|
| Antimony | 0.26 | 31 | 30 | - | **30** |
| Arsenic | 6.18 | 0.7 | 0.1 | 0.07 | **6.2** |
| Barium | 263.2 | 15,000 | 5,200 | - | **5,200** |
| Beryllium | 2.079 | 160 | 16 | 15 | **15** |
| Cadmium | 0.184 | 71 | 1.7 | 5.2 | **1.7** |
| Chromium | 110 | 120,000 | 100,000 | 36,000 | **36,000** |
| Cobalt | 29.2 | 23 | 660 | - | **29.2** |
| Copper | 40.35 | 3,100 | 3,000 | - | **3,000** |
| Lead | 39.76 | 400 | 80 | 80 | **80** |
| Mercury | 3.19 | 5.1 | 18 | 23 | **5.1** |
| Molybdenum | 0.759 | 390 | 380 | - | **380** |
| Nickel | 102.7 | 1,500 | 1,600 | 490 | **490** |
| Selenium | 1.208 | 390 | 380 | - | **380** |
| Silver | 0.0741 | 390 | 380 | 390 | **380** |
| Thallium | 0.355 | 0.8 | 5 | - | **5** |
| Vanadium | 120 | 390 | 530 | 390 | **390** |
| Zinc | 74.5 | 23,000 | 23,000 | - | **23,000** |

**Notes:**

All results presented in milligrams per kilogram (mg/kg)

Cleanup goal selected using the higher value of background or appropriate health-based screening level

Complete statistical summary information is presented as Attachment 1

NA Statistics not conducted due to minimal detections

-- None listed

a U.S. Environmental Protection Agency, Risk-Based Screening Levels (www.epa.gov/Region9/superfund/prg). May 2016.

b California Environmental Protection Agency, Revised California Human Health Screening Levels for Lead (http://oehha.ca.gov.risk/pdf/LeadCHHSL091709.pdf). September 2010.

c California Department of Toxic Substances Control, Office of Human Health and Ecological Risk Assessment, Note 3 (www.dtsc.ca.gov/AssessingRisk.upload/HHRA-Note-3-2016-01.pdf). January 2016.

**TABLE 1.**
**CLEANUP GOALS FOR METALS IN SOIL**
**SONOMA COUNTY, SONOMA VALLEY NORTH INCIDENT**
**UM GEOLOGIC AREA**

| Metal | Background | US EPA RSL [(a)] | CalEPA CHHSL [(b)] | DTSC HERO [(c)] | Cleanup Goal |
|---|---|---|---|---|---|
| Antimony | 0.13 | 31 | 30 | - | **30** |
| Arsenic | 11 | 0.7 | 0.1 | 0.07 | **11** |
| Barium | 206 | 15,000 | 5,200 | - | **5,200** |
| Beryllium | 1.369 | 160 | 16 | 15 | **15** |
| Cadmium | 0.372 | 71 | 1.7 | 5.2 | **1.7** |
| Chromium | 2,198 | 120,000 | 100,000 | 36,000 | **36,000** |
| Cobalt | 109.8 | 23 | 660 | - | **109.8** |
| Copper | 64.86 | 3,100 | 3,000 | - | **3,000** |
| Lead | 57.17 | 400 | 80 | 80 | **80** |
| Mercury | 0.251 | 5.1 | 18 | 23 | **5.1** |
| Molybdenum | 0.872 | 390 | 380 | - | **380** |
| Nickel | 2,913 | 1,500 | 1,600 | 490 | **490** |
| Selenium | 1.374 | 390 | 380 | - | **380** |
| Silver | 0.0393 | 390 | 380 | 390 | **380** |
| Thallium | N/A | 0.8 | 5 | - | **5** |
| Vanadium | 124.1 | 390 | 530 | 390 | **390** |
| Zinc | 185.7 | 23,000 | 23,000 | - | **23,000** |

**Notes:**

All results presented in milligrams per kilogram (mg/kg)

Cleanup goal selected using the higher value of background or appropriate health-based screening level

Complete statistical summary information is presented as Attachment 1

NA Statistics not conducted due to minimal detections

-- None listed

a U.S. Environmental Protection Agency, Risk-Based Screening Levels (www.epa.gov/Region9/superfund/prg). May 2016.

b California Environmental Protection Agency, Revised California Human Health Screening Levels for Lead (http://oehha.ca.gov.risk/pdf/LeadCHHSL091709.pdf). September 2010.

c California Department of Toxic Substances Control, Office of Human Health and Ecological Risk Assessment, Note 3 (www.dtsc.ca.gov/AssessingRisk.upload/HHRA-Note-3-2016-01.pdf). January 2016.

**TABLE 1.**
**CLEANUP GOALS FOR METALS IN SOIL**
**SONOMA COUNTY, SONOMA VALLEY SOUTH INCIDENT**
**QOA GEOLOGIC AREA**

| Metal | Background | US EPA RSL [(a)] | CalEPA CHHSL [(b)] | DTSC HERO [(c)] | Cleanup Goal |
|---|---|---|---|---|---|
| Antimony | 0.314 | 31 | 30 | - | **30** |
| Arsenic | 7.589 | 0.7 | 0.1 | 0.07 | **7.6** |
| Barium | 262.1 | 15,000 | 5,200 | - | **5,200** |
| Beryllium | 1.184 | 160 | 16 | 15 | **15** |
| Cadmium | 0.388 | 71 | 1.7 | 5.2 | **1.7** |
| Chromium | 40.95 | 120,000 | 100,000 | 36,000 | **36,000** |
| Cobalt | 22.38 | 23 | 660 | - | **22.4** |
| Copper | 30.22 | 3,100 | 3,000 | - | **3,000** |
| Lead | 132 | 400 | 80 | 80 | **132** |
| Mercury | 0.403 | 5.1 | 18 | 23 | **5.1** |
| Molybdenum | 0.558 | 390 | 380 | - | **380** |
| Nickel | 48.7 | 1,500 | 1,600 | 490 | **490** |
| Selenium | 1.082 | 390 | 380 | - | **380** |
| Silver | 0.0737 | 390 | 380 | 390 | **380** |
| Thallium | 0.236 | 0.8 | 5 | - | **5** |
| Vanadium | 49.32 | 390 | 530 | 390 | **390** |
| Zinc | 102.3 | 23,000 | 23,000 | - | **23,000** |

**Notes:**

All results presented in milligrams per kilogram (mg/kg)

Cleanup goal selected using the higher value of background or appropriate health-based screening level

Complete statistical summary information is presented as Attachment 1

NA Statistics not conducted due to minimal detections

-- None listed

a U.S. Environmental Protection Agency, Risk-Based Screening Levels (www.epa.gov/Region9/superfund/prg). May 2016.

b California Environmental Protection Agency, Revised California Human Health Screening Levels for Lead (http://oehha.ca.gov.risk/pdf/LeadCHHSL091709.pdf). September 2010.

c California Department of Toxic Substances Control, Office of Human Health and Ecological Risk Assessment, Note 3 (www.dtsc.ca.gov/AssessingRisk.upload/HHRA-Note-3-2016-01.pdf). January 2016.

**TABLE 1.**
**CLEANUP GOALS FOR METALS IN SOIL**
**SONOMA COUNTY, SONOMA VALLEY SOUTH INCIDENT**
**TV GEOLOGIC AREA**

| Metal | Background | US EPA RSL [(a)] | CalEPA CHHSL [(b)] | DTSC HERO [(c)] | Cleanup Goal |
|---|---|---|---|---|---|
| Antimony | 0.259 | 31 | 30 | - | **30** |
| Arsenic | 6.43 | 0.7 | 0.1 | 0.07 | **6.4** |
| Barium | 217.3 | 15,000 | 5,200 | - | **5,200** |
| Beryllium | 1.864 | 160 | 16 | 15 | **15** |
| Cadmium | 0.185 | 71 | 1.7 | 5.2 | **1.7** |
| Chromium | 47.5 | 120,000 | 100,000 | 36,000 | **36,000** |
| Cobalt | 30.2 | 23 | 660 | - | **30.2** |
| Copper | 36.8 | 3,100 | 3,000 | - | **3,000** |
| Lead | 32.84 | 400 | 80 | 80 | **80** |
| Mercury | 0.0747 | 5.1 | 18 | 23 | **5.1** |
| Molybdenum | 0.573 | 390 | 380 | - | **380** |
| Nickel | 24 | 1,500 | 1,600 | 490 | **490** |
| Selenium | 1.732 | 390 | 380 | - | **380** |
| Silver | 0.0759 | 390 | 380 | 390 | **380** |
| Thallium | 0.461 | 0.8 | 5 | - | **5** |
| Vanadium | 114.3 | 390 | 530 | 390 | **390** |
| Zinc | 59.49 | 23,000 | 23,000 | - | **23,000** |

**Notes:**

All results presented in milligrams per kilogram (mg/kg)

Cleanup goal selected using the higher value of background or appropriate health-based screening level

Complete statistical summary information is presented as Attachment 1

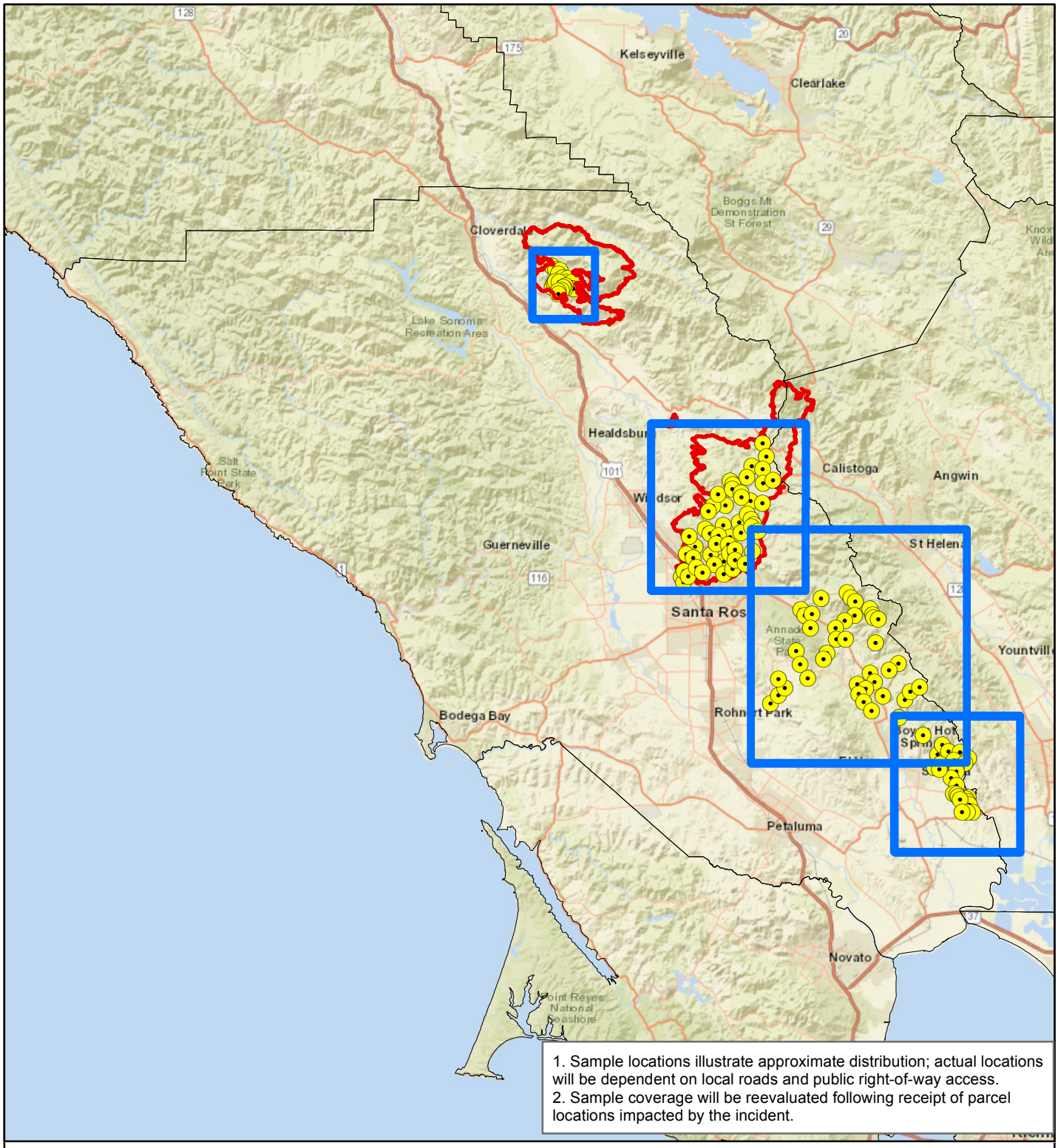
NA Statistics not conducted due to minimal detections

-- None listed

a U.S. Environmental Protection Agency, Risk-Based Screening Levels (www.epa.gov/Region9/superfund/prg). May 2016.

b California Environmental Protection Agency, Revised California Human Health Screening Levels for Lead (http://oehha.ca.gov.risk/pdf/LeadCHHSL091709.pdf). September 2010.

c California Department of Toxic Substances Control, Office of Human Health and Ecological Risk Assessment, Note 3 (www.dtsc.ca.gov/AssessingRisk.upload/HHRA-Note-3-2016-01.pdf). January 2016.




Background Sample Locations

Incident Boundary

Map Extents

N

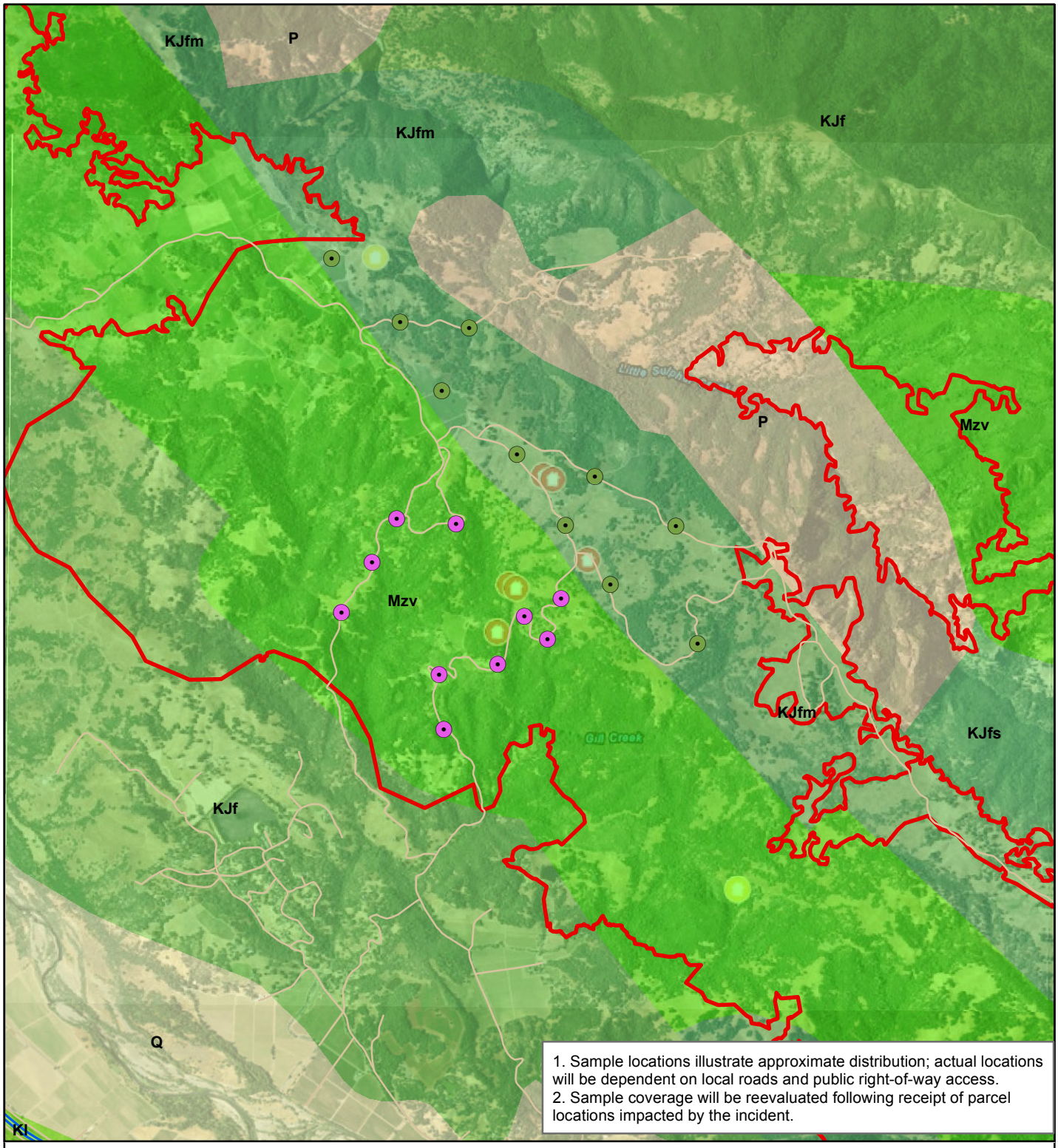
0 5 10 Miles

TETRA TECH

**Sonoma County Fires**
**Sonoma County, California**

## BACKGROUND SAMPLE LOCATIONS

11/2/2017 C:\CalRecycle\Sonoma County Fires\SonomaCounty_overall_BackgroundSamples.mxd TtEMI michelle.handley




Incident Boundary

## Background Sample Locations

- KJfm Formation Sample
- Mzv Formation Sample

N

0 1,500 3,000

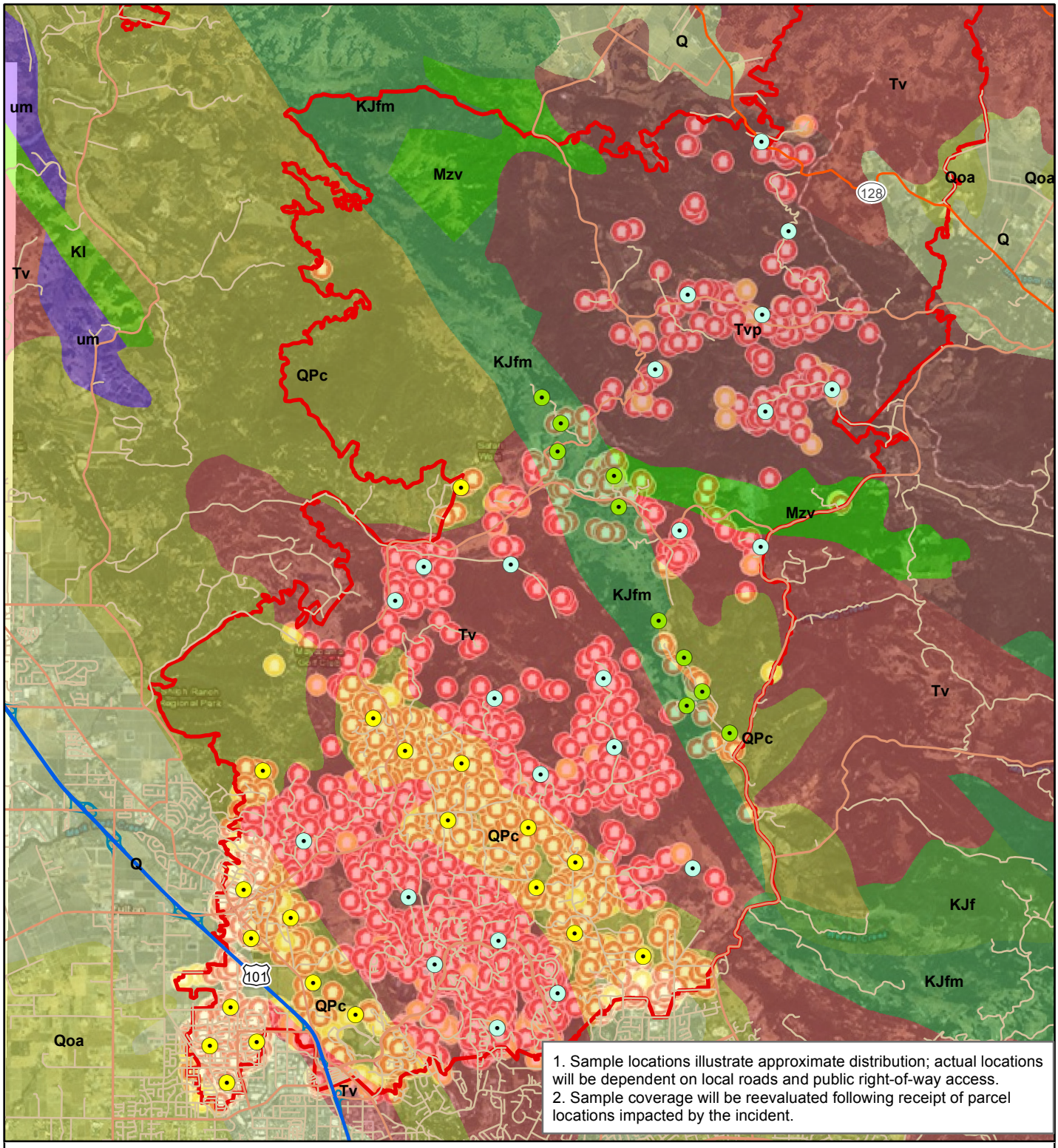
Feet

TETRA TECH

**Pocket Fire Incident**
**Sonoma County, California**

**BACKGROUND SAMPLE LOCATIONS**

11/2/2017 C:\CalRecycle\Pocket Fire\Pocket_BackgroundSamples.mxd TtEMI michelle.handley




Incident Boundary

## Background Sample Locations

- KJfm/QPc Formation Sample
- Q/QPc Formation Sample
- Tv Formation Sample

N

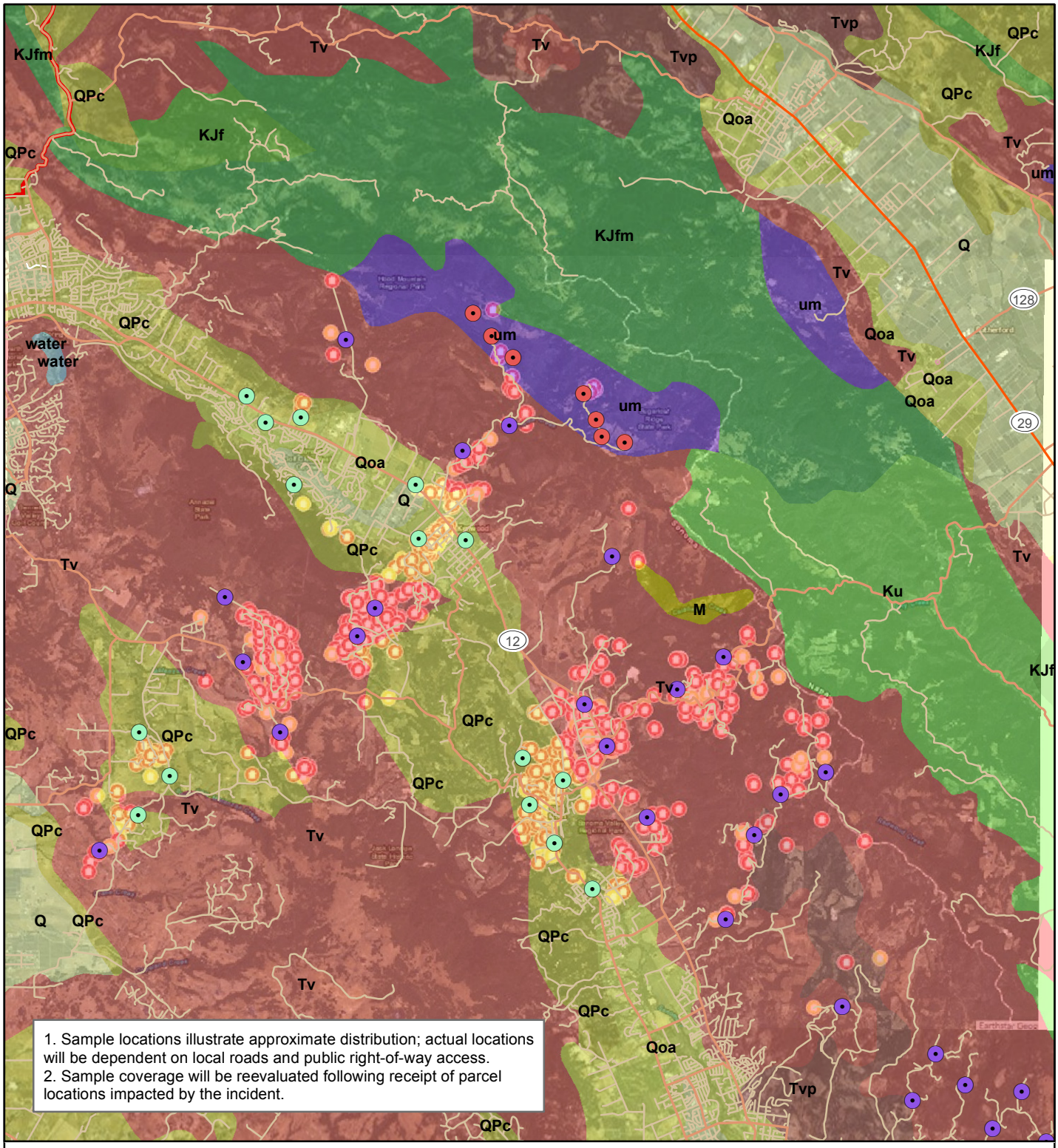
0 1 2 Miles

TETRA TECH

**Tubbs Fire Incident**
**Sonoma County, California**

**BACKGROUND SAMPLE LOCATIONS**

11/2/2017 C:\CalRecycle\Sonoma County Fires\SonomaCounty_tubbs_BackgroundSamples.mxd TtEMI michelle.handley




Incident Boundary

## Background Sample Locations

- Q/Qoa/QPc Formation Sample
- Tv Formation Sample
- um Formation Sample

N

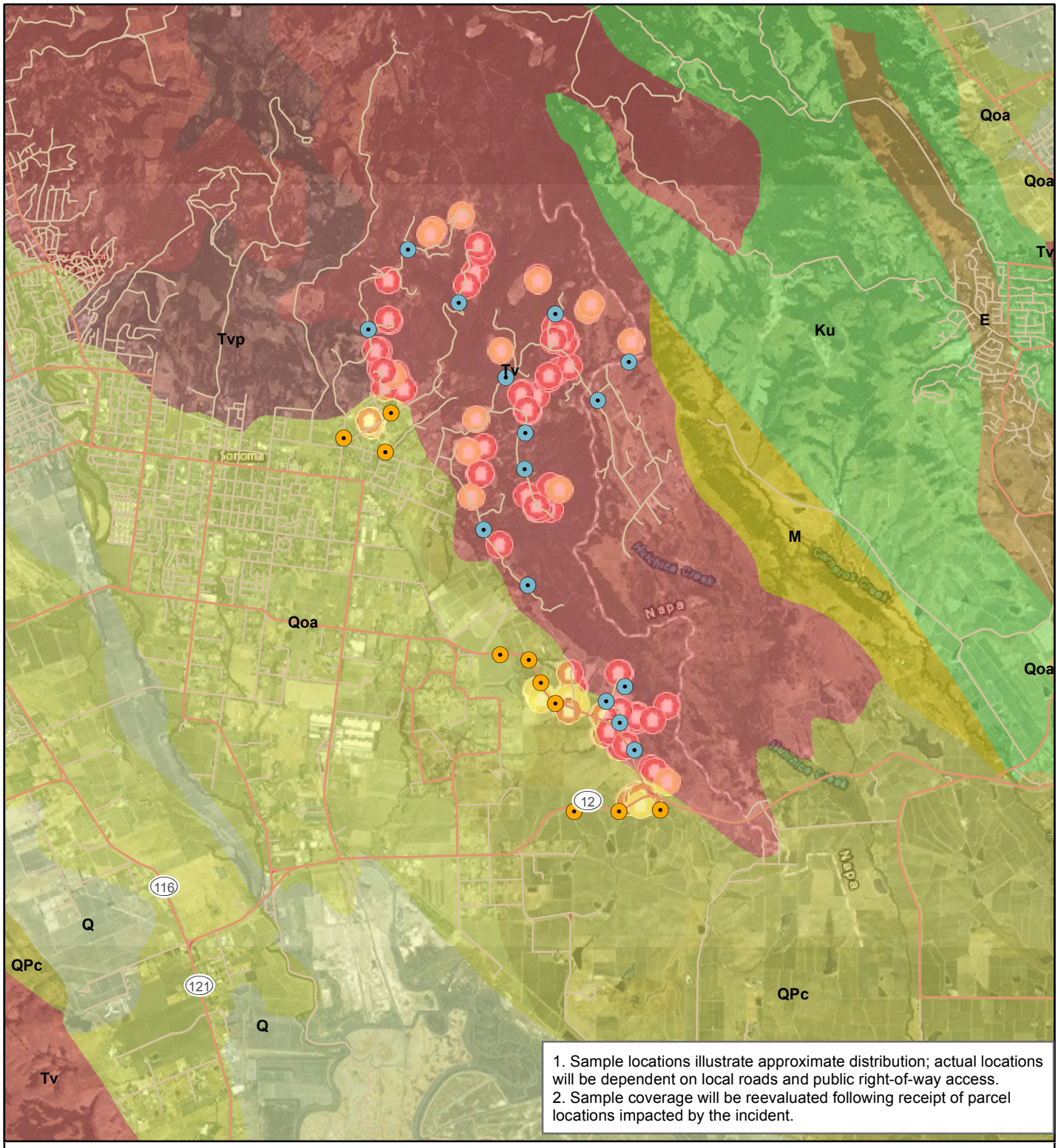
0 1 2 Miles

TETRA TECH

**Sonoma Valley Fire Incident (North)**
**Sonoma County, California**

**BACKGROUND SAMPLE LOCATIONS**

11/2/2017 C:\CalRecycle\Sonoma County Fires\SonomaCounty_southofTubbs_BackgroundSamples.mxd TtEMI michelle.handley




Incident Boundary

## Background Sample Locations

- Qoa Formation Sample
- Tv Formation Sample

N

0 3,000 6,000 Feet

TETRA TECH

**Sonoma Valley Fire Incident (South)**
**Sonoma County, California**

**BACKGROUND SAMPLE LOCATIONS**

11/2/2017 C:\CalRecycle\Sonoma County Fires\SonomaCounty_furthersouthofTubbs_BackgroundSamples.mxd TtEMI michelle.handley

CESPK-ED-EC 23 February 2018

MEMORANDUM FOR SONOMA COUNTY

SUBJECT: US Army Corps of Engineers Revised Sonoma Tv Background Concentrations for Arsenic Using Probability Plot Statistical Evaluation

Acronyms:
DTSC = Department of Toxic Substance Control (CA)

1. Purpose. Revise background value for arsenic based on observed data in the Tv geologic formation. Multiple properties within the Tv geologic unit failed the comparison to the original regional background value derived by a contractor, Tetra Tech, during this Fire Event, suggesting a more localized background condition.

**Data**

Data from properties along the transition between two different geologic units were used to develop the revised background value. Following the CalOES/CalRecycle methodology, site specific borings were collected from a number of properties, but the results did not provide enough evidence to modify the original regional background. In total, 383 discrete sample values ranging from 1.4 to 410 mg/kg were used for the statistical evaluation discussed in the next section.

**Statistical Evaluation**

Following California Department of Toxic Substance Control guidance for determining background concentrations (DTSC, 1997), data from properties within the Tv formation along the transition between the Tv and Qpc geologic formations were placed in rank order and graphed on a cumulative probability plot for arsenic (Figure 1). Prior to inclusion, an outlier analysis was conducted and the highest value from the arsenic (Figure 1) data set was dropped from evaluation as a likely outlier.

The inflection point (change in slope) in the plotted data represent different populations of data. Generally the background concentrations are all within a linear curve starting with the lowest detected concentration which extends to the inflection point transition to site-related concentrations. Linear regression trend lines were plotted to show the correlation coefficient ($R^2$) of the data. A high correlation coefficient shows a stronger relationship within a data set.

**Results**

Arsenic

Instead of a continuous curve that smoothly transitions through the inflection point, the data indicates three populations of concentrations. The observed inflection points for arsenic occur at 22 mg/kg and 37 mg/kg. On numerous sites in California where arsenical pesticides have been used historically, this type of distribution represents the background concentration and ambient concentration. In this data set, 87% of the

data falls at or below the background value of 22 mg/kg indicated by the probability plot results. Concentrations observed up to 37 mg/kg are likely an ambient condition and not related to fire debris.

The correlation coefficients for the observed populations are 0.88 and 0.98 for background and ambient, respectively.

Further, there is some indication based on an evaluation by contractor and USACE geologists that the volcanic (Tv) and surficial (QPc) formations are related. The surficial Q units are likely derived for one or both of the volcanic Tv and QThg (volcanic QPc), and the adjacent QPc background value is 22 mg/kg arsenic, which is consistent with the observed Tv background value. Many of the properties with arsenic values higher than the original background value are on the border between the Tv and QPc formation (Figure 2).

**Recommendations**

The proposed background value for arsenic in the Sonoma Tv formation represented by the evaluated properties is:

Arsenic: 22 mg/kg

The US Army Corps of Engineers, as Mission Assigned by the Federal Emergency Management Administration, will implement the proposed background value as the cleanup goal for the Tv geologic unit in the Tubbs Fire and suggests that the County of Sonoma adopt this value for private homeowner debris removal efforts.

**References**

DTSC, 1997. SELECTING INORGANIC CONSTITUENTS AS CHEMICALS OF POTENTIAL CONCERN AT RISK ASSESSMENTS AT HAZARDOUS WASTE SITES AND PERMITTED FACILITIES, FINAL POLICY. Human and Ecological Risk Division. February.

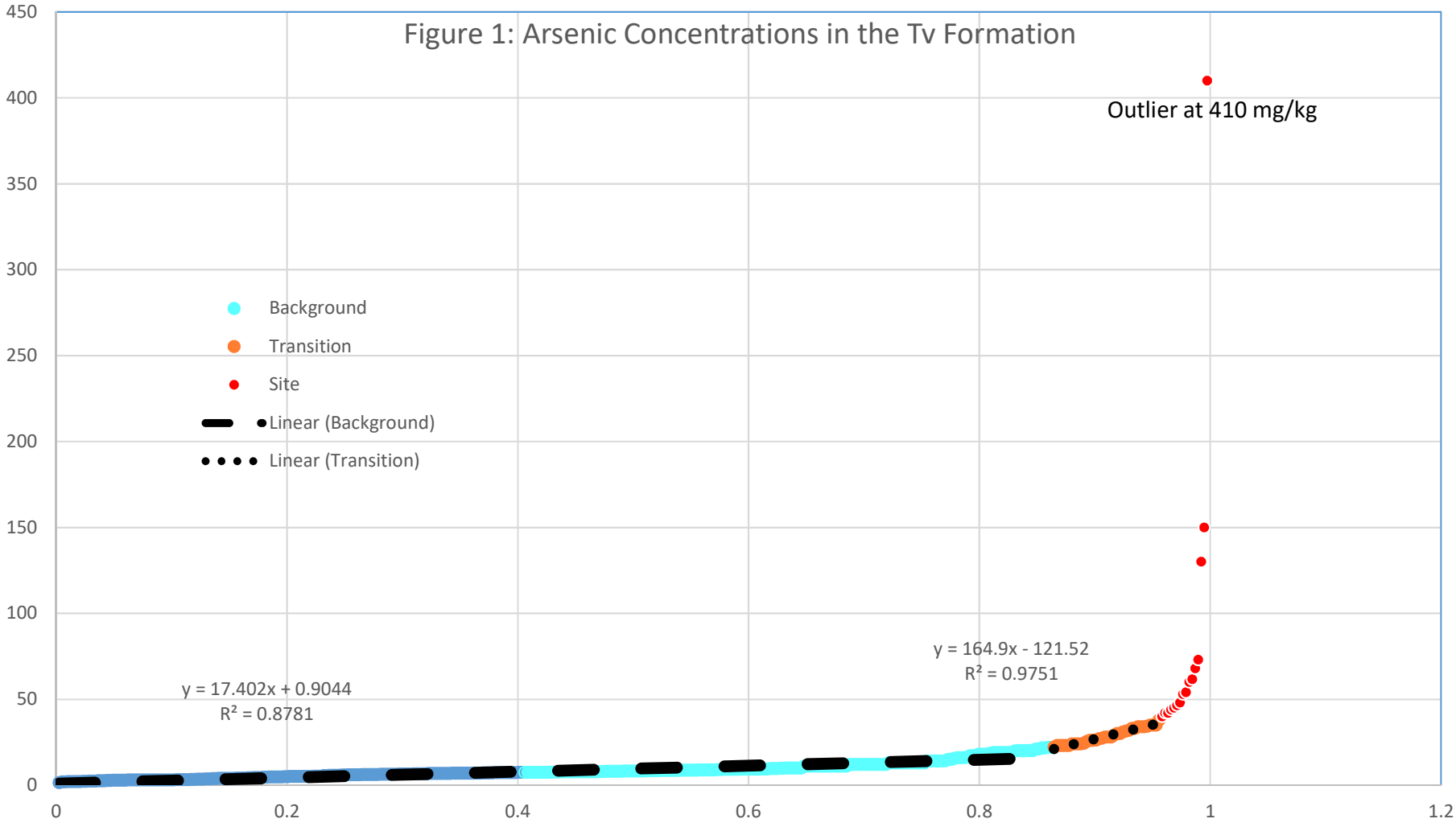
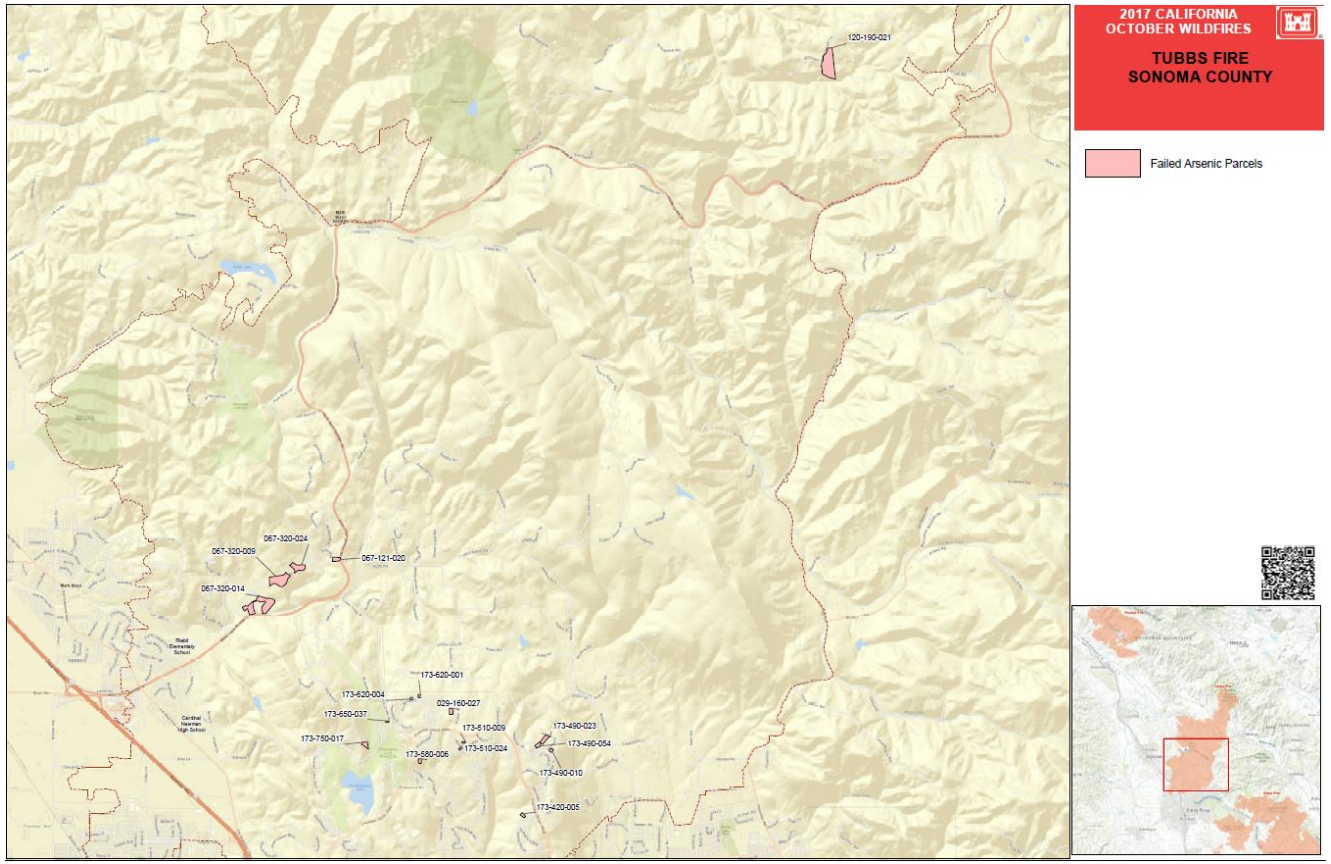


Figure 1: Arsenic Concentrations in the Tv Formation
Outlier at 410 mg/kg
Background
Transition
Site
Linear (Background)
Linear (Transition)
y = 17.402x + 0.9044
R² = 0.8781
y = 164.9x - 121.52
R² = 0.9751
450
400
350
300
250
200
150
100
50
0
0
0.2
0.4
0.6
0.8
1
1.2



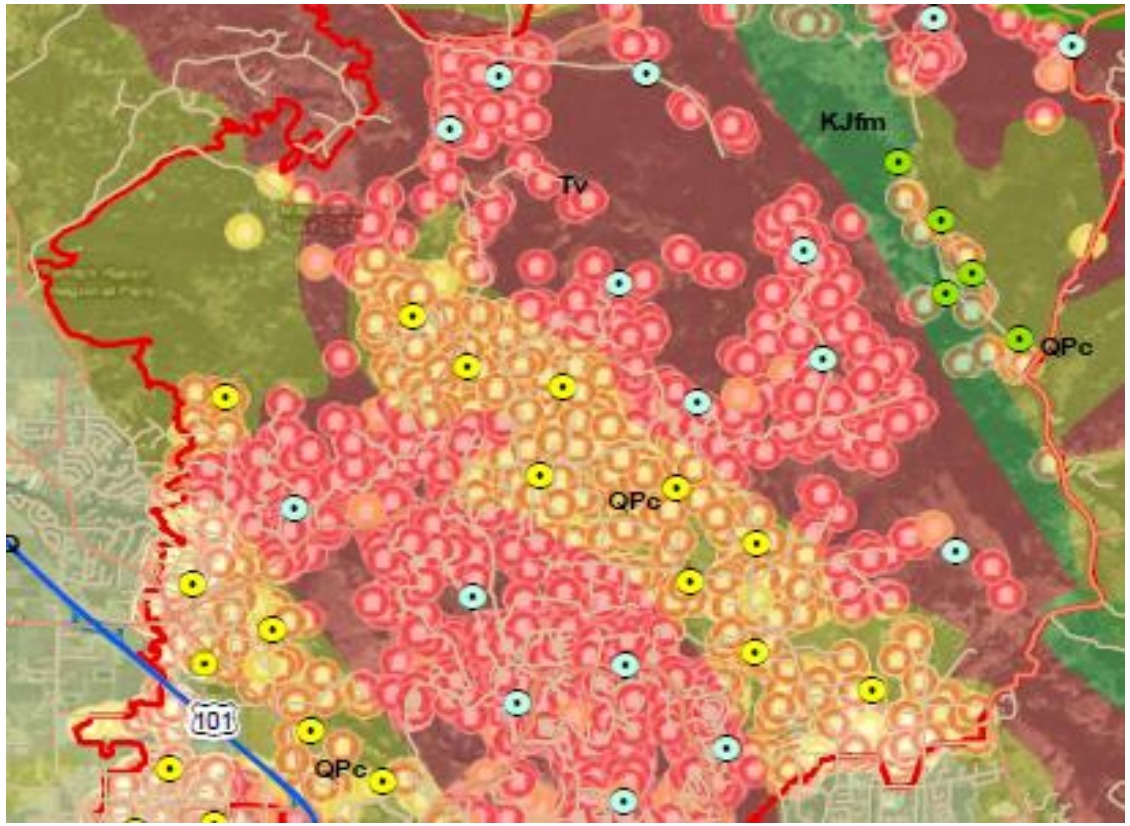




Figure 2: Left are the initial properties that failed when compared to the orignical arsenic background value of 7.2 mg/kg. Right – Geologic map showing impacted properties in the Tubbs Fire area.

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sonoma county
DEPARTMENT OF HEALTH SERVICES

Save Form

Clear Form

*For office use only*
FA _____
SR _____

# SONOMA COUNTY ALTERNATIVE PROGRAM FIRE CLEAN-UP APPLICATION

**Who needs to complete this form?** Property owners who elect ***not*** to participate in the State-sponsored debris clean-up program and choose to clean up their property on their own, or with a qualified contractor. The work must be done to standards established in ordinances and regulations so that health and safety risks are adequately addressed for the community and the environment. Documentation on adequate cleanup and proper disposal will be required. State disaster funding will not be able to reimburse for this work.

**Property Owner Name**: _____ **Phone(s)**: _____

**Property Address:** _____ **City:** _____

**Assessor's Parcel Number (APN)**: _____ **Email:** _____

**Mailing Address:** _____

**Mailing City:** _____ **State:** _____ **ZIP:** _____

**Description of Debris Being Removed (how many structures, type of waste, etc.)**

## A. Program Participation

1. Who will perform the debris removal? ☐ Owner ☐ Licensed contractor

   If contractor please provide the following:

   Name of Contractor: _____

   License Number: _____

   Proposed Start Date: _____

   **Required:** A work plan must be submitted with this application. Work plan approval by Environmental Health is required prior to starting debris cleanup.

## B. Property Owner Acceptance

I have reviewed the protocols as stated in the "Management of Sonoma County Wildfire Debris" document and specifications for private debris removal. I understand the ash and debris contain hazardous substances and can be a health hazard. I understand the ash and debris shall be wetted down prior to removal and dust shall be controlled. The ash and debris shall also be completely encapsulated with a tarp ("burrito wrap" method) prior to being transported for disposal. I understand that soil samples shall be collected in order to self-certify the project was completed.

Property Owner Signature (Required):_____ Date:_____

Contractor Signature:_____ Date:_____

Sonoma County Acknowledgement:_____ Date:_____

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# MANAGEMENT OF SONOMA COUNTY WILDFIRE DEBRIS

To ensure safety to workers, the public, and the environment, certain protocols must be followed during a wildfire disaster when removing structural ash and debris left from the fire. The County is offering **two ways** for property owners to manage the debris and ash from the wildfire disaster.

## 1. Owners Who Choose to Participate in the State Sponsored Consolidated Debris Removal Program.

Residential properties with destroyed structure(s) from the wildfires are being offered a clean-up and debris removal service conducted by specialized work crews, contracted and managed by federal and state waste specialists. Under limited circumstances, some commercial properties may be eligible as well. This program is being paid for with state and federal funds. To avoid duplication of benefits, if property owners have a specified amount for debris removal in their insurance policy, they will need to provide that specified amount to the County for reimbursement of some of the costs of the clean-up. However, a property owner may participate in the program even if the property is not insured. Owners must sign up for this program by completing a Right-of-Entry form, to allow access to their property to complete the debris removal work.

Additional City and County information, and the Right of Entry form is available here: https://www.sonomacountyrecovers.org/debris-removal/

## 2. Owners Who Choose Not to Participate in the State Sponsored Consolidated Debris Removal Program.

Due to the public health emergency, property owners are required to cause their property to be cleaned up and all burn debris must be removed in a timely manner. If property owners choose not to participate in the Consolidated Debris Removal Program described above (or if properties are ineligible), they may do so at their own expense with work performed by qualified personnel as set forth below.

The owner will submit a Sonoma County Alternative Program Fire Clean-Up Application (see attachment) and work plan to the County for approval at least two weeks prior to commencing debris removal. After implementation of the approved work plan, the owner must submit a certification showing that all work has been completed as specified. The work must be completed pursuant to standards set forth by the County and State. These standards are established to ensure protection of public health and are the same standards applicable to the Consolidated Debris Removal Program. Documentation of adequate clean-up and proper disposal will be required. It is strongly encouraged that property owners review all requirements thoroughly before planning or pursuing their own debris removal. Property owners will not be allowed to build on their property until there is a certification of completion

of the property cleanup and removal of all hazardous waste has been completed in accordance with applicable standards approved by the County.

A summary of the protocols and requirements is below:

| Clean Up Operations | Clean Up Protocols |
|---|---|
| Site Documentation | • Measure and record foundation and clean-up area.<br>• Notify appropriate entities of clean-up, including local utilities, Underground Service Alert (USA), and air quality districts. |
| Work Plan | • Create a work plan that provides for site testing and analysis, hazardous waste and asbestos removal, debris removal, erosion control, soil grading, and confirmation sampling. |
| Application Process | • Owner or contractor will submit a Sonoma County Alternative Program Fire Clean-Up Application to Environmental Health together with the work plan at least two weeks prior to proposed start date.<br>• Once application and work plan are approved work may proceed. |
| Site Testing and Analysis | • The property owner will need to hire a certified asbestos consultant and soil consultant to test the site. |
| Air Monitoring | • Fugitive Dust – Dust is a significant concern and there should be adequate dust control water applied to burn ash materials at all times, most importantly during contractor disturbance and loading to meet applicable standards. |
| Hazardous Waste and Asbestos Removal | • All remaining hazardous waste and household hazardous waste must be identified and disposed by a certified hazardous materials contractor.<br>• Asbestos assessment is required and, if identified, removed by a licensed asbestos abatement contractor.<br>• Waste must be disposed of at an approved location from the list provided by Environmental Health. Available locations may change, and locations within Sonoma County may not be available. |
| Debris Removal | • Remove ash and debris, metals, and concrete from the site and dispose of properly.<br>• Recycle metals and concrete if possible.<br>• Waste must be disposed of at an approved location from the list provided by Environmental Health. Available locations may change, and locations within Sonoma County may not be available. |
| Soil Grading | • Remove 3 to 6 inches of soil from the impacted area after the burn ash and debris is removed to a level of visually clean. |
| Foundations | • Completely remove and dispose of foundation; **or**<br>• Submit a letter from a licensed civil or structural engineer certifying the foundation is acceptable for rebuild. The letter shall state reasons for their decision. |
| Confirmation Sampling | • A licensed soil consultant will collect soil samples from 0-3 inches for confirmation sampling and compare soil sample results against clean-up goals. The testing standards will be provided by Environmental Health and will the same standards used for the public cleanup. |
| Appliance and Vehicle Recycling | • Appliances and vehicles must be handled properly to meet the requirements of metals recycling facilities. |

**3. Owners Who Choose Neither Option Above and Fail to Adequately Remove Debris from Their Property.**

Due to the public health dangers to the community, owners who choose **not to participate** in the state/federal sponsored Consolidated Debris Removal Program and who **do not accomplish** an adequate clean-up through the alternative program, will have the wildfire debris inspected by the County, and be subject to the County taking remedial action that may include, but not be limited to, hazard removal and/or relocation, clean-up, site evaluation, soil testing, and/or chemical analysis. All County expenses incurred for such inspection and mitigation, including but not limited to, contract work, staff time, and administration, are subject to full cost recovery from the owner with a lien recorded on the property.

**Confirmation Sampling**

Confirmation sampling should be conducted by a licensed professional after fire-related debris has been removed from a property. Representative soil samples must be collected and analyzed to determine compliance with clean-up goals used by the state and federal government which will be available at Environmental Health. The total number of samples to be collected should be based on estimated square footage of ash footprint:

| Estimated Square Footage of Ash Footprint (Decision Unit) | Number of 5-Point Aliquots |
|---|---|
| 0-100 square feet | 1 |
| 101-1,000 square feet | 2 |
| 1,001-1,500 square feet | 3 |
| 1,501-2,000 square feet | 4 |
| 2,001-5,000 square feet | 5 |
| >5,000 square feet | Must consult with local Environmental Health officials |

All confirmation samples should be collected from a depth of 0-3 inches using a dedicated 4-ounce plastic scoop and be placed in 8-ounce jars. Samples should be shipped to an approved laboratory for analysis for Title 22 Metals for antimony, arsenic, barium, beryllium, cadmium, chromium, cobalt, copper, lead, molybdenum, nickel, selenium, silver, thallium, vanadium, and zinc by EPA Method 6020, and mercury by EPA Method 7471A. CalRecycle is currently using EPA Method 6020 in the Consolidated Debris Removal Program.

*This information is based upon statutes and regulations and is intended to provide a basic overview to help achieve compliance. This document does not replace or supersede relevant statutes and regulations and is not intended as legal advice.*

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# Guidelines, Templates and Resource List for Property Owners, Contractors and Consultants

The following guidelines, templates, and resource list have been created in order to assist property owners and / or contractors and consultants through the cleanup process. While the templates presented here are optional, it is highly encouraged that the organizational processes outlined are adhered to in order to facilitate an expedient review and approval of workplans and reports such that a property completion certification can be issued.

**Guidelines/Templates/Resource Summary**

Appendix A Work Plan Checklist/Contents
Appendix B Report Checklist/Contents
Appendix C Solid Waste Disposal Site List
Appendix D Recycling Resource List

**Work Plans and Reports Checklist/Contents**
Please be advised it is the intent of Work Plans and Reports to provide working guidance such that no steps are missed in the cleanup process that might unduly burden property owners in having to perform additional or unnecessary work that may have been caught at the early stages of the project cleanup. With this, **submittals made under these guidelines can be abbreviated to the bare necessities** in order to achieve cleanup removal and disposal goals. For example, such line items as fugitive dust control may be addressed by referencing posted County documents and acknowledging that practices outlined therein will be adhered to.

Included as **Appendix A and B** to this document please find general work plan and report format templates that will assist in the timely review of submitted documents.

**Debris Removal Requirements to Solid Waste Disposal Facilities**
As a general note, sites that the EPA has flagged as potentially not cleared of household hazardous waste (HHW) must be appropriately addressed within the work for characterization, removal and disposal. Burn waste/ash at a minimum shall be disposed of at a Class III disposal facility with a liner approved by the Regional Water Control Board to accept the waste, and any characterization requirements of the disposal site must be met before transportation to such site. An approved hauler appropriately licensed for the material transported will need to perform such work, and the material must be wetted and burrito wrapped (CalRecycle protocol) and tarped for transport and ultimate disposal. Contractors/haulers failing to adhere to this standard may have their material rejected at the disposal facility and/or a fine imposed.

Asbestos transport and disposal must be disposed of at a facility permitted to accept such waste. Best management practices shall be established in such handling and disposal (work plan should

have provisions outlined where asbestos is encountered), and a hauler appropriately licensed for the material transported will need to perform such work.

Transport and Disposal documentation for generated debris removal should be retained and included with your property cleanup completion certification submittal. Included as **Appendix C**, is a preliminary list of disposal facilities provided in collaboration with the Regional Board and CalRecycle, which are likely to accept the material. Please note such facilities are working with their regulators in some cases with conditional waivers, and may not immediately be able to take the material. As such, as more information becomes available, disposal options updates will be provided.

**Dust Control**

- Property owners or their contractors must provide water or an approved dust palliative, or both, to prevent dust nuisance at each site. Dust resulting from performance of the work shall be controlled at all times.
- Each area of ash and debris to be removed must be pre-watered 48 to 72 hours in advance of the removal. Hoses with a fine spray nozzle are recommended. The water must be applied in a manner that does not generate runoff. Engineering controls for storm water discharges must be in place prior to dust control operations.
- All loads shall be covered with a tarp; this includes metal debris. Ash and debris loads shall be fully encapsulated with a tarp ("burrito wrap" method). Concrete loads are exempt from a tarp provided the loads are wetted prior to leaving. If concrete loads generate dust, then the loads must be wetted and covered.
- All waste material that is not unloaded at the end of each workday should be consolidated, sufficiently wetted, and/or covered to prevent the offsite migration of contaminants.
- All visibly dry disturbed soil surface areas of operation should be watered to minimize dust emissions during performance of work.
- Speeds must be reduced when driving on unpaved roadways.
- Procedures must be implemented to prevent or minimize dirt, soil, or ash contaminating roadways, neighboring parcels, or creating an airborne health hazard. The use of blower devices, dry rotary brushes, or brooms for removal of carryout and track out on public roads is strictly prohibited.

**Vehicle and Road Safety**

If removal activities on property owners' parcels will create a roadway blockage or hinder traffic patterns, property owners or their contractors are responsible for obtaining any required local permits and shall post all warning signs, as required by local ordinances. As there may be many contractors actively working on remediation efforts in the burn area, it is in property owners' best interests to identify removal and remediation efforts in adjacent areas that could impact the ability to locate, park, or transport equipment and materials.

**Soil Testing and Screening Criteria for Work Plans and subsequent Report of Findings**

Initial Screening Criteria have been establish in consultation with CalRecycle for soil confirmation sampling after completion of visible cleanup of properties. Please note, that these are initial

health screening criteria in the absence of background data. As such, screening levels provided here may be raised (more lenient) should ambient concentrations of metals be found to be prevalent in background data sets. **Testing of metals must be performed by EPA Lab Method 6020, with the exception of Mercury by EPA Method 7471A.**

| Initial Health Screening Criteria for Soil | | |
|---|---|---|
| Analyte | Health Screening Level mg/Kg | Cleanup Level |
| Antimony | 30 | Health Screen |
| Arsenic | 0.07 | Background |
| Barium | 5,200 | Health Screen |
| Beryllium | 15 | Health Screen |
| Cadmium | 1.7 | Health Screen |
| Chromium | 36,000 | Health Screen |
| Cobalt | 23 | Background and Health Screen |
| Copper | 3,000 | Health Screen |
| Lead | 80 | Background and Health Screen |
| Mercury | 5.1 | Health Screen |
| Molybdenum | 380 | Health Screen |
| Nickel | 490 | Health Screen |
| Selenium | 380 | Health Screen |
| Silver | 380 | Health Screen |
| Thallium | 5 | Health Screen |
| Vanadium | 390 | Health Screen |
| Zinc | 23,000 | Health Screen |

**General Recycling and Testing Guidelines**

Included as **Appendix D** is a resource guide for general recycling of concrete and metals. Please note, this list is provided as a courtesy and information contained herein should be verified by the property owner/ contractor / consultant before taking material to vendors listed. Additionally, for concrete, transport and disposal, disposal may be limited due to the potential presence of asbestos. As such testing is recommended before transport and disposal and acceptance criteria should be verified with potential processors.

**Well and Septic Guidelines**

Well Safety

- Contact Permit Sonoma at 707-565-1900 for water safety questions, well location, to obtain information on well repair permits or if you will be rewiring electrical lines to your well.
- Identify wells and water tanks on the property and take steps to protect them during debris removal.

Septic Systems

- Contact Permit Sonoma at 707-565-1900 for questions regarding your system location. Any electrical work will require a permit from Permit Sonoma.

- Identify septic tank and leach field locations and take steps to protect them during debris removal. Any immediate hazard involving the septic tank or septic system shall be mitigated prior to debris removal.

**Grading and Erosion Control**

Once grading has been completed, best management practices (BMPs) shall be implemented to establish erosion control at the disturbed site.

a. Follow best management erosion and sediment control practices (BMPs) to prevent ash, soil, and other pollutants from washing into the street, drainage courses and culverts, or onto neighboring properties. A copy of the County's storm water BMPs may be found at: http://www.sonoma-county.org/prmd/docs/grdord/bmpguide.htm.
b. Stockpiled materials that are not immediately loaded for transport shall be handled and stored on site in such a manner as to avoid offsite migration. Stockpiles may be stored for up to 180 days. This may include wetting and covering the waste until it is loaded and transported. Locate stockpiles away from drainage courses, drain inlets or concentrated flows of storm water.
c. Stockpiled material may not be stored or placed in a public roadway.
d. If a stockpile is classified as hazardous, it must be transported to a hazardous landfill. Hazardous materials and refuse must be kept in closed containers that are covered and utilize secondary containment, not directly on soil. If the stockpile is non-hazardous, it can be sent to a Class Three (3) landfill.
e. During the project rainy season, cover non-active soil stockpiles and contain them within temporary perimeter sediment barriers, such as berms, dikes, silt fences, or sandbag barriers. A soil stabilization measure may be used in lieu of cover.
f. Implement appropriate erosion control measures during debris removal and provide final site stabilization after debris removal is completed.

**Foundation Study/Certification for Reuse Guidelines**

Should property owners wish to repurpose/use existing foundations, a California licensed civil/structural engineer will be required to certify such use is appropriate. The engineer will need to document any field testing, observations, or implemented lab material testing used to certify such conclusions and recommendations for reuse. A report of findings will need to be stamped by the licensed professional in a report which will be reviewed by a foundation engineer under contract with the County.

# Appendix A
# Work Plan Checklist/Contents

Index of Work Plan Contents

Section 1: Property Information (Assessor's Parcel Number, Contacts for Owner/Contractor(s)/Consultants)

Section 2: Description of work to be performed:

- 2A Site Testing and Analyses Plan (Asbestos and Soil)
- 2B Air Monitoring Protocols for Fugitive Dust
- 2C Hazardous Waste and Asbestos Removal Plan
- 2D Debris Removal Plan
- 2E Soil Grading / Removal to level of visually clean
- 2F Foundations Plan (Removal or Testing for Potential Reuse)
- 2G Confirmation Sampling
- 2H Appliance and Vehicle Recycling or Disposal
- 2I Well and Septic Plan (if applicable)

Section 3: Vicinity Map, Plan Maps and Drawings

# Appendix B
# Report Checklist/Contents

Index of Report Contents

Section 1: Property Information (Assessor's Parcel Number, Contacts for Owner/Contractor(s)/Consultants)

Section 2: Description of work performed:

- 2A Site Testing and Analyses description and summary of results (Asbestos and Soil)
- 2B Air Monitoring Protocols for Fugitive Dust Implementation
- 2C Hazardous Waste and Asbestos Removal Documentation
- 2D Debris Removal Documentation
- 2E Soil Grading / Removal to level of visually clean
- 2F Foundations (Removal or Testing results for Potential Reuse)
- 2G Confirmation Sampling Results Discussion
- 2H Documentation of Appliance and Vehicle Recycling or Disposal
- 2I Documentation of work related to Well and Septic

Section 3: Vicinity, Plan Maps and Drawings

Section 4: Analytical Table with results compared with Stated Health Screening Criteria

Section 5: Certified Lab Reports

# Appendix C
# Solid Waste Disposal Facilities

**Landfills that can accept the waste today**

| Landfill | City | Phone Number | County | Accepts Asbestos* | Water Board Region | Water Board Waiver Status | Notes |
|---|---|---|---|---|---|---|---|
| Neal Road Landfill | Chico | (530) 538-7681 | Butte | Y | 5R | Received | Submitted NOI. |
| Chem Waste - Kettleman | Kettleman City | (559) 386-9711 | Kings | Y | 5F | Class I | NOI not necessary. |
| Forward Landfill | Manteca | (209) 982-4298 | San Joaquin | Y | 5S | Received | Submitted NOI. |
| Anderson Landfill | Anderson | (530) 347-5236 | Shasta | Y | 5R | Received | Submitted NOI. |
| Hay Road Landfill | Vacaville | (707) 678-4718 | Solano | Y | 5S | Received | Submitted NOI. |
| Ostrom Road Landfill | Wheatland | (530) 743-6321 | Yuba | Y | 5S | Received | Submitted NOI. |
| Central Landfill | Petaluma | (707) 795-1693 | Sonoma | N | 1 | 10/31/2017 | Letter allowing acceptance sent to landfill owner granting conditional permission. Landfill is ready to receive. |

**Landfills that are eligible now if they submit an NOI to Water Board**

| Landfill | City | Phone Number | County | Accepts Asbestos* | Water Board Region | Water Board Waiver Status | Notes |
|---|---|---|---|---|---|---|---|
| Altamont Landfill | Livermore | (510) 613-8710 | Alameda | Y | 5S | When NOI submitted | Note that if meets waste acceptance, may not need to submit NOI. |
| Rock Creek Landfill | Milton | (209) 754-6402 | Calaveras | N | 5S | When NOI submitted | Note that if meets waste acceptance, may not need to submit NOI. |
| East Lake Landfill | Clearlake | (707) 262-1760 | Lake | Y | 5S | When NOI submitted | Note that if meets waste acceptance, may not need to submit NOI. |
| Western Regional Landfill | Lincoln | (916) 543-3960 | Placer | Y | 5S | When NOI submitted | Note that if meets waste acceptance, may not need to submit NOI. |
| Kiefer Landfill | Sloughhouse | (916) 875-4557 | Sacramento | Y | 5S | When NOI submitted | Note that if meets waste acceptance, may not need to submit NOI. |
| Foothill Sanitary Landfill | Linden | (209) 468-3000 | San Joaquin | N | 5S | When NOI submitted | Note that if meets waste acceptance, may not need to submit NOI. |
| North County Landfill | Lodi | (209) 953-7316 | San Joaquin | N | 5S | When NOI submitted | Note that if meets waste acceptance, may not need to submit NOI. |
| Fink Road Landfill | Crows Landing | (209) 837-4816 | Stanislaus | Y | 5S | When NOI submitted | Note that if meets waste acceptance, may not need to submit NOI. |
| Yolo County Central Landfill | Davis | 530-666-8852 | Yolo | N | 5S | When NOI submitted | Note that if meets waste acceptance, may not need to submit NOI. |

**Landfills eligible after Water Board approval**

| Landfill | City | Phone Number | County | Accepts Asbestos* | Water Board Region | Water Board Waiver Status | Notes |
|---|---|---|---|---|---|---|---|
| Vasco Road Landfill | Livermore | (925) 447-0491 | Alameda | Y | 2 | 11/3/2017 | R2 anticipates sending a letter to landfill owners by 11/3/2017, granting conditional permission for waste to be accepted. |
| Keller Canyon Landfill | Pittsburg | (925) 458-9800 | Contra Costa | N | 2 | 11/3/2017 | |
| Redwood Landfill | Novato | (415) 892-2851 | Marin | Y | 2 | 11/3/2017 | |
| Clover Flat Landfill | Calistoga | (707) 942-4473 | Napa | Y | 2 | 11/3/2017 | |
| Ox Mountain Landfill | Half Moon Bay | 650-726-4718 | San Mateo | Y | 2 | 11/3/2017 | |
| Guadalupe Landfill | Los Gatos | (408) 268-1670 | Santa Clara | Y | 2 | 11/3/2017 | |
| Kirby Canyon Landfill | San Jose | 408-779-2206 | Santa Clara | Y | 2 | 11/3/2017 | |
| Newby Island Landfill | Milpitas | (408) 586-2313 | Santa Clara | Y | 2 | 11/3/2017 | |
| Potrero Hills Landfill | Suisun City | (707) 432-4627 | Solano | N | 2 | 11/3/2017 | |

* Contractor shall verify with landfill whether they can accept asbestos and if there are any restrictions. Information based on State Water Board lists.

Within a 50 miles radius of Santa Rosa.

Date: 11/1/2017

Developing Agency: CalRecycle - Engineering Support Branch

# Appendix D
# Recycling Resources

## Concrete/asphalt

Concrete and asphalt drop-off recycling fees typically range from no cost to $5/ton versus disposal fees at County Refuse Disposal Sites at $117.00/ton.

Concrete and asphalt are crushed to use for road base.

### Cotati

**Stony Point Rock Quarry**

http://www.stonypointrockquarry.com

7171 Stony Point Rd.

(707) 795-1775

M-F 7-3:00. Drop-off and fee: undamaged, asphalt chunks and grindings and concrete (rebar okay).

### Forestville

**Canyon Rock**

http://www.canyonrockinc.com

7525 Hwy. 116

(707) 887-2207

M-F 7-5, Sa 7-12. Drop-off and fee: asphalt grindings and clean concrete and/or asphalt chunks (rebar/wire okay), with letter confirming material is not contaminated.

**Jerry Krahne's Hauling**

(707) 206-1521

By appointment. Pickup and fee: call for quote.

### Graton

**AC Hauling**

http://www.achauling.com

(707) 824-0640

By appointment. Pickup and fee: all kinds; call for quote.

## Healdsburg

**Syar Industries - Healdsburg**

http://www.syar.com/

13666 Healdsburg Ave.

(707) 433-3366

M-F 7-3:30. Drop-off: asphalt grindings and clean concrete and/or asphalt chunks (rebar/wire okay); loads inspected.

## Petaluma

**1-800-ECOHAUL**

http://www.ecohaul.com

(800) ECO-HAUL(326-4285)

M-Sa 8-5. Pickup and fee: call for quote.

**Petaluma Refuse & Recycling**

http://unicycler.com/

1309 Dynamic St.

(707) 766-6026

M-F 7-6, Sa-Su 7-3. Service area: Petaluma only. Pickup and fee.

## Rohnert Park

**Rohnert Park Disposal**

http://www.unicycler.com

(707) 586-2283

M-F 7-6, Sa-Su 7-3. Service area: Rohnert Park only. Pickup and fee: call for quote.

## Santa Rosa

**1-800-GOT-JUNK?**

http://www.1800gotjunk.com

(800) GOT-JUNK?(468-5865)

24-hour. Pickup and fee: call for quote.

**BoDean Company, Inc., (Santa Rosa Asphalt Plant)**

http://www.bodeancompany.com/

1060 Maxwell Dr.

(707) 576-8205

M-F 7-4:30. Drop-off and fee: asphalt grindings and clean concrete and/or asphalt chunks three feet or less (no rebar/steel/wire), call first.

**Global Materials Recovery Services**

3899 Santa Rosa Ave.

(707) 586-6666 or 585-8246

Daily 8-5. Drop-off and fee: clean concrete and/or asphalt chunks three feet or less (no rebar/steel/wire).

**Industrial Carting**

http://www.industrialcarting.net/

3911 Santa Rosa Ave.

(707) 585-0511 or 585-8246

Daily 8-5. Pickup and fee: clean concrete and/or asphalt chunks three feet or less (no rebar/steel/wire). Drop-off at Construction and Demolition Recycling Facility.

**Santa Rosa Recycling and Collection Service**

http://www.unicycler.com

(707) 586-1478

M-F 7-6, Sa-Su 7-3. Service area: Santa Rosa only. Pickup and fee: call for quote.

**Wheeler Zamaroni**

http://www.wzsupply.com

3500 Petaluma Hill Rd.

(707) 543-8400

M-F 7-4:30, Sa 8-4. Drop-off and fee: clean concrete and/or asphalt chunks.

## Sonoma

**Soils Plus**

http://www.soils-plus.com

4343 Stage Gulch Rd.

(707) 996-3400

M-F 7-4, Sa 8-12:30. Drop-off and fee: asphalt chunks and grindings and concrete (rebar okay). No chicken wire, dirt or debris.

## Windsor

**Pacific Sanitation**

http://www.pacificsanitation.com/mrf-recycle-facility

(707) 545-4847/(877) 698-8473

M-F 7:30-4:30. Pickup and fee: all kinds.

**Windsor Materials Recovery Facility**

http://www.mmservicesinc.com

590 Caletti Ave.

(707) 545-4847/838-2597

M-F 7:30-4, Sa 7-12. Drop-off and fee **(commercial loads only)**: all kinds.

## Other

**Hurricane Hauling & Demolition, Inc.**

http://www.hurricanehauling.com

(415) 456-3407

M-F 8-4.  Pickup and fee.

## Metal, scrap

Ferrous metals contain iron (e.g., steel); magnets stick to ferrous metal.

Nonferrous metals do not contain iron (e.g., brass, aluminum, copper).

Recyclable scrap metal (ferrous and nonferrous metals) is banned from disposal at County Refuse Disposal Sites. All County Refuse Disposal Sites, as well as a number of other locations, offer recycling for scrap metal. See related topics on this website:

### Forestville

**Jerry Krahne's Hauling**

(707) 206-1521

By appointment.  Pickup and fee: mixed ferrous/nonferrous metal (unstripped electric wire okay); call for quote.

### Graton

**AC Hauling**

http://www.achauling.com

(707) 824-0640

By appointment.  Pickup and fee: ferrous/nonferrous metal (insulated wire okay); call for quote.

### Guerneville

**Guerneville Transfer Station-Recycling**

13450 Pocket Rd./Hwy. 116

(707) 869-3878

M-Tu 8-4, Th-Sa 8-4 (closed Sundays and Wednesdays).  Drop-off: ferrous and nonferrous metals smaller than 4 foot x 8 foot.

### Healdsburg

**Healdsburg Transfer Station-Reuse & Recycling**

166 Alexander Valley Rd.

(707) 433-0321

M-Sa 8-4 (closed Sundays).  Drop-off: ferrous and nonferrous metals smaller than 4 foot x 8 foot.

## Petaluma

**1-800-ECOHAUL**

http://www.ecohaul.com

(800) ECO-HAUL(326-4285)

M-Sa 8-5. Pickup and fee: ferrous/nonferrous metal (insulated wire okay); call for quote.

**Central Disposal Site-Reuse & Recycling**

500 Mecham Rd.

(707) 795-3660

M-Sa 7-3. Drop-off: ferrous and nonferrous metals smaller than 4 foot x 8 foot.

**Petaluma Junk Company**

http://www.maselliandsons.com/

519 Lakeville St.

(707) 778-7432

M-F 8-4:30, Sa 8-11:30. Drop-off and buyback: copper, brass, aluminum, stainless steel, electrical wire, radiators, lead, pot metal, motors, cast iron and scrap metal.

**Petaluma Refuse & Recycling**

http://unicycler.com/

1309 Dynamic St.

(707) 766-6026

M-F 7-6, Sa-Su 7-3. Service area: Petaluma only. Pickup and fee.

## Rohnert Park

**Rohnert Park Disposal**

http://www.unicycler.com

(707) 586-2283

M-F 7-6, Sa-Su 7-3. Service area: Rohnert Park only. Pickup and fee: mixed ferrous/nonferrous metal (insulated wire okay); call for quote.

## Santa Rosa

**1-800-GOT-JUNK?**

http://www.1800gotjunk.com

(800) GOT-JUNK?(468-5865)

24-hour. Pickup and fee: ferrous/nonferrous metal (insulated wire okay); call for quote.

**Cream's Dismantling and Scrap, Inc.**

http://www.autowreckerssantarosa.com

3621 Copperhill Ln.

(707) 546-7553

M-F 8-5  Drop-off: ferrous and nonferrous metals. No dirt or concrete.

**Global Materials Recovery Services**

3899 Santa Rosa Ave.

(707) 586-6666 or 585-8246

Daily 8-5.  Drop-off and buyback: ferrous/nonferrous metal and lead; call for more information.

**Industrial Carting**

http://www.industrialcarting.net/

3911 Santa Rosa Ave.

(707) 585-0511 or 585-8246

Daily 8-5.  Pickup and fee: ferrous/nonferrous metal (insulated wire okay); call for quote.

**Redwood Empire Recycling**

http://www.unicycler.com

3400 Standish Ave.

(707) 585-0291

M-Sa 7-5.  Drop-off: ferrous and nonferrous metals.

**Santa Rosa Recycling and Collection Service**

http://www.unicycler.com

(707) 586-1478

M-F 7-6, Sa-Su 7-3.  Service area: Santa Rosa only. Pickup and fee: mixed ferrous/nonferrous metal (insulated wire okay); call for quote.

## Sonoma

**Sonoma Transfer Station- Recycling**

4376 Stage Gulch Rd.

(707) 996-5423

M-Sa 7-2:30 (closed Sundays).  Drop-off: ferrous and nonferrous metals smaller than 4 foot x 8 foot.

## Windsor

**Pacific Sanitation**

http://www.pacificsanitation.com/mrf-recycle-facility

(707) 545-4847/(877) 698-8473

M-F 7:30-4:30.  Pickup and fee: ferrous/nonferrous metal (insulated wire okay); call for quote.

**West Coast Metals, Inc.**

470 Caletti Ave.

(707) 838-9731

M-F 7-3:30, Sa 8-3:30.  Drop-off: ferrous/nonferrous metal (insulated wire okay);

call for quote.

**Windsor Materials Recovery Facility**

http://www.mmservicesinc.com

590 Caletti Ave.

(707) 545-4847/838-2597

M-F 7:30-4, Sa 7-12. Drop-off and fee (commercial loads only): ferrous/nonferrous metal (insulated wire okay); call for quote.

## Other

**Hurricane Hauling & Demolition, Inc.**

http://www.hurricanehauling.com

(415) 456-3407

M-F 8-4. Pickup and fee.

**County of Sonoma Department of Health Services**
**Environmental Health**
625 5th Street ❖ Santa Rosa, CA 95404
707-565-6565 ❖ Fax 707-565-6525
www.sonoma-county.org/eh

# SONOMA COUNTY ALTERNATIVE PROGRAM
# PROPERTY CLEAN-UP COMPLETION CERTIFICATION

**What is the purpose of this form?** The purpose of this form is to certify that your parcel has been cleaned of hazardous wastes, ash, and debris. This form will be used to certify completion of clean-up by property owners or contractors so that building permits can be issued for new and replacement structures.

**Who needs to complete this form?** Property owners who elect ***not*** to participate in the State-sponsored debris program and choose to clean-up their property on their own or with a qualified contractor.

Property Owner Name:_____ Year Structure Built: _____

Property Address:_____ City:_____

Assessor's Parcel Number (APN): _____ Email: _____

Mailing Address: _____

Mailing City: _____ State: _____ ZIP: _____

## A. Program Participation

☐ Yes, I completed the **"Sonoma County Alternative Program Fire Clean-Up Application"**

☐ Yes, I read and understand the **"Management of Sonoma County Wildfire Debris"** requirements

## B. Asbestos Screening and Disposal

1. **Asbestos/Hazardous Waste Screening**

Consultant Name: _____ Certification Number: _____

Contact Address: _____ Telephone: _____

**Asbestos/Hazardous Waste Disposal (If applicable)**

Contractor Name: _____License Number: _____

Contact Address: _____ Telephone: _____

Disposal Facility: _____ (attach disposal facility documentation)

*For office use only:* FA _____ SR _____

## C. Ash and Debris Disposal

1. The ash and debris was removed and disposed of by: ☐ Licensed contractor ☐ Hauler

Contractor/Hauler Name: _____ Phone(s): _____

Contact Address: _____ City: _____

License Number: _____ License Type: _____

2. The ash and debris from my property was disposed at the following facility(s):

Facility Name: _____

Date(s) of Delivery: _____

Date of Completion: _____ (attach disposal facility documentation)

Facility Name: _____

Date(s) of Delivery: _____

Date of Completion: _____(attach disposal facility documentation)

## D. Metal Recycling

1. The metal was removed and disposed of by: ☐ Licensed contractor ☐ Hauler

Contractor/Hauler Name: _____ License Number: _____

Contact Address: _____ Telephone: _____

2. The metal from my property was disposed at the following facility(s):

Facility Name: _____

Itemized description of metal types and amounts:

Date(s) of Delivery: _____

Date of Completion: _____ (attach disposal facility documentation)

## E. Inert Waste (Concrete and Masonry) Disposal

1. The inert waste was removed and disposed of by: ☐ Licensed contractor ☐ Hauler/Myself

If you checked "Hauler/Myself" go to Part E2 below. If you checked "Licensed Contractor," please provide the following information and Part E2:

Contractor Name: _____ License Number: _____

Contact Address: _____ Telephone: _____

2. The inert waste from my property was disposed at the following facility(s):

Facility Name _____

Date(s) of Delivery _____

Date of Completion: _____(attach disposal facility documentation)

## F. Cleanup Confirmation Sampling Results

1. Consultant Name: _____License Number: _____

Please attach a copy of the consultant's report containing the sampling locations and results.

## G. Property Owner Certification and Indemnification

I have reviewed and understand the "Management of Sonoma County Wildfire Debris" requirements.

I hereby certify that all identifiable asbestos, household hazardous waste, and burn ash that may have been generated by the 2017 Sonoma County Wildfire on my property and identified in this document have been identified, removed and disposed as described herein and in conformance with the approved Management of Sonoma County Wildfire Debris work plan attached.

I understand that since clean-up of the property mentioned above was performed under my direction, the County of Sonoma cannot certify that clean-up was adequate until I submit proof of clean-up and soil testing.

I agree to accept all responsibility for loss or damage to any person or entity, including County of Sonoma, and to defend and indemnify, hold harmless, and release County, its elected representatives, officers, agents, and employees, from and against any actions, claims, damages, demands, losses, liabilities, disabilities or expenses, defense costs (including reasonable attorney fees), of any kind or nature, that may be asserted by any person or entity with respect to the removal of debris and any hazardous material from the above mentioned real estate property.

Property Owner Signature:_____Date:_____

Contractor Signature:_____Date:_____

County Acknowledgement:_____Date:_____

**Clear Form**

*The County of Sonoma cannot make recommendations or referrals for private businesses. There are many qualified firms who can be contacted to provide these services.*

**Save Form**

sonoma county
DEPARTMENT OF HEALTH SERVICES
PUBLIC HEALTH DIVISION

Barbie Robinson, MPP, JD – Director
Ellen Bauer, PhD, MPP – Division Director

MEMORANDUM

November 8, 2017

Jennifer Barrett
Deputy Director of Planning
County of Sonoma: Planning Division
2550 Ventura Avenue, Santa Rosa, CA 95403

Re: 72 Access Bridges in Burn Area
Exemption from Phase II Cleanup Requirements

Jennifer,

Per your inquiry and request for expedited treatment for access bridges, I concur with your suggestion that bridges be exempt from Alternative Program requirements subject to this guidance:

- Ash debris should be removed from the channel and burrito wrapped for transport following CalRecycle protocol and disposed of at an approved facility.
- Any stream protection guidelines or requirements of the California Department of Fish and Wildlife should be followed.

Please contact me at (707) 565-6521 or by e-mail at Christine.sosko@sonoma-county.org if you have any questions or wish to discuss this further.

Respectfully,

Christine Sosko, REHS
Director of Environmental Health
Sonoma County Health Services

c: Verne Ball, County Counsel
Tennis Wick, PRMD
Lou Pozzebon, DHS

**County of Sonoma Department of Health Services**
**Environmental Health**
625 5th Street ❖ Santa Rosa, CA 95404
707-565-6565 ❖ Fax 707-565-6525
www.sonoma-county.org/eh

# Exemption from Alternative Program Requirements for Minor Burn Debris Removal and Cleanup

Where the only burn debris on a parcel is from non-residential structures less than 120 SQFT, fences, and non-structural wood material, no work plan is required so long as the structures contained no paint, pesticides, herbicides, propane, or other similar hazardous substances, and so long as the requirements listed in this document are followed. This exemption does not apply to parcels with asbestos or parcels that the EPA has flagged as potentially not cleared of household hazardous waste (HHW).

**Processing and Disposal of Wood Waste**

There are numerous wood products that may be left after the fires that may need to be disposed of or processed on-site. For organic wood products (trees, brush, etc.) chipping and grinding may be a viable option provided that best management practices are followed.

Chipping and Grinding on Site

- Wood chips, waste wood, or bark mulch may last several seasons, depending on the material and its depth. Occasionally, these materials are combined with soil in an erosion control mix. Spread the material to a depth of 2–6 inches, primarily on slopes less than 4:1 (25%).

- Wood chips, waste wood, and bark mulch are not allowed in streams or where they may be subject to erosion.

- Fencing, particle board, preserved lumber are not appropriate for chip and grind on-site.

- Avoidance of Spontaneous Combustion – Precautions must be taken against spontaneous combustion, and storage and/or piling of mulch and wood chips should be avoided where possible.

**Grading and Erosion Control Requirements**

Once grading has been completed, best management practices (BMPs) must be implemented to establish erosion control at the disturbed site.

a. Follow best management erosion and sediment control practices (BMPs) to prevent ash, soil, and other pollutants from washing into the street, drainage courses and culverts, or onto neighboring properties. A copy of the County's storm water BMPs may be found at: http://www.sonoma-

county.org/prmd/docs/grdord/bmpguide.htm.

b. Stockpiled materials that are not immediately loaded for transport shall be handled and stored on site in such a manner as to avoid offsite migration. Stockpiles may be stored for up to 180 days. This may include wetting and covering the waste until it is loaded and transported. Locate stockpiles away from drainage courses, drain inlets or concentrated flows of storm water.
c. Stockpiled material may not be stored or placed in a public roadway.
d. If a stockpile is classified as hazardous, it must be transported to a hazardous landfill. Hazardous materials and refuse must be kept in closed containers that are covered and utilize secondary containment, not directly on soil. If the stockpile is non-hazardous, it can be sent to a Class Three (3) landfill.
e. During the project rainy season, cover non-active soil stockpiles and contain them within temporary perimeter sediment barriers, such as berms, dikes, silt fences, or sandbag barriers. A soil stabilization measure may be used in lieu of cover.
f. Implement appropriate erosion control measures during debris removal and provide final site stabilization after debris removal is completed.

**Debris Removal Requirements to Solid Waste Disposal Facilities**

Burn waste/ash must at a minimum be disposed of at a Class III disposal facility with a liner approved by the Regional Water Control Board to accept the waste, and any characterization requirements of the disposal site must be met before transportation to such site. An approved hauler appropriately licensed for the material transported will need to perform such work, and the material must be wetted and burrito wrapped (CalRecycle protocol) and tarped for transport and ultimate disposal. Contractors/haulers failing to adhere to this standard may have their material rejected at the disposal facility and/or a fine imposed. **Asbestos transport and disposal is not authorized by this exemption.**

**Dust Control Guidelines:**

- Property owners or their contractors should look to provide water or an approved dust palliative, or both, to prevent dust nuisance at each site. Dust resulting from performance of the work should be controlled at all times.
- Each area of ash and debris to be removed must be pre-watered 48 to 72 hours in advance of the removal. Hoses with a fine spray nozzle are recommended. The water must be applied in a manner that does not generate runoff. Engineering controls for storm water discharges must be in place prior to dust control operations.
- All loads shall be covered with a tarp; this includes metal debris. Ash and debris loads shall be fully encapsulated with a tarp ("burrito wrap" method). Concrete loads are exempt from a tarp provided the loads are wetted prior to leaving. If concrete loads generate dust, then the loads must be wetted and covered.
- All waste material that is not unloaded at the end of each workday should be consolidated, sufficiently wetted, and/or covered to prevent the offsite migration of contaminants.
- All visibly dry disturbed soil surface areas of operation should be watered to minimize dust emissions during performance of work.
- Speeds must be reduced when driving on unpaved roadways.
- Procedures must be implemented to prevent or minimize dirt, soil, or ash contaminating

roadways, neighboring parcels, or creating an airborne health hazard. The use of blower devices, dry rotary brushes, or brooms for removal of carryout and track out on public roads is strictly prohibited.

**Vehicle and Road Safety**

If removal activities on property owners' parcels will create a roadway blockage or hinder traffic patterns, property owners or their contractors are responsible for obtaining any required local permits and shall post all warning signs, as required by local ordinances. As there may be many contractors actively working on remediation efforts in the burn area, it is in property owners' best interests to identify removal and remediation efforts in adjacent areas that could impact the ability to locate, park, or transport equipment and materials.

**Well and Septic Guidelines**

Well Safety

- Contact Permit Sonoma at 707-565-1900 for water safety questions, well location, to obtain information on well repair permits or if you will be rewiring electrical lines to your well.
- Identify wells and water tanks on the property and take steps to protect them during debris removal.

Septic Systems

- Contact Permit Sonoma at 707-565-1900 for questions regarding your system location. Any electrical work will require a permit from Permit Sonoma.
- Identify septic tank and leach field locations and take steps to protect them during debris removal. Any immediate hazard involving the septic tank or septic system shall be mitigated prior to debris removal.

**Soil Testing and Screening Criteria Guidelines**

Soil testing and screening criteria are not required under this exemption, however, property owners must meet any waste characterization requirements of recipient disposal sites prior to transporting waste.

**Resources for Disposal and Recycling:**

Please see Appendix C and D of the alternative cleanup guidelines for a list of disposal and recycling facilities that may be available during your cleanup.

sonoma county
DEPARTMENT OF HEALTH SERVICES
Barbie Robinson, MPP, JD – Director

October 11, 2017

Pete Pouwels
Division Manager
Republic Services of Sonoma County
500 Mecham Road
Petaluma, CA 94952

RE: Request for Emergency Waiver

Dear Mr. Pouwels,

The Local Enforcement Agency (LEA) has received your October 10, 2017 Request for an Emergency Waiver submitted in accordance with California Code of Regulations (CCR) Title 14 Section 17210.3 requirements. This agency makes the following findings, in support of the Request for Waiver:

1. Republic Services of Sonoma County holds a valid Solid Waste Facility Permit (SWFP) for the following: Guerneville Transfer Station, Healdsburg Transfer Station, Sonoma Transfer Station, Annapolis Transfer Station, Central Transfer/Processing Facility and Central Disposal Site.
2. The waiver will not pose a threat to public health and safety or the environment.
3. The operator has identified and will implement, to the extent feasible, diversion programs to maximize diversion through reuse, recycling or composting of disaster-related waste.
4. Sonoma County has been included in the Governor's Declaration of a State of Emergency and Sonoma County Board of Supervisors Declaration of a Local State of Emergency.

Therefore, pursuant to CCR Title 14 Section 17210.4, an Emergency Waiver is issued for the following SWFP Terms and Conditions for the above noted SWF transfer station(s) and disposal site that may receive fire-related debris:

- Hours of operation: The normal operator/contractor hours of operation are suspended during the emergency response and fire clean-up as directed by Republic Services of Sonoma County management. The suspension of operator/contractor hours of operation applies only to fire clean-up operations and does not apply to access for the public.
- Daily tonnage limitations: The permitted peak daily tonnages are suspended for the duration of the emergency. The receipt of solid waste shall not exceed the design capacities of the transfer station or disposal site. Limitations on the quantities of solid waste left on the floor at the end of the operating day that are currently in effect are also suspended.

The effective period of the waiver shall not exceed 120 days. The waiver may be modified, cancelled or revoked by the LEA without advance notice if it is determined that the following conditions occur:

- The use of the waiver causes or contributes to a public health and safety or environmental problem;
- The terms of the waiver are not being used expressly to handle the state of emergency or local emergency and are not in the best interest of the public health and safety;


3313 Chanate Road, Santa Rosa, CA 95404 • phone (707) 565-4778 • fax (707) 565-7849

- The waiver is no longer necessary;
- The SWF operator is not utilizing disaster debris diversion programs to the extent feasible.

Republic Services of Sonoma County is required to submit a written report to the LEA and to the County of Sonoma Waste Management Agency within 90 days of activation of the waiver and every 90 days thereafter for the effective period of the activated waiver. The written report shall include the following information:

1. The daily amount of disaster debris received, diverted and disposed at the facility;
2. The jurisdiction (incorporated city or unincorporated area) of origin for the disaster debris received at the facility;
3. The increase in tonnage or volume of waste received per day during the effective period of the activated waiver; and
4. The facilities used to process the disaster debris.

Please contact me at 565-6534 or at Jennifer.Lyle@Sonoma-County.org if you would like to discuss the matter further.

Sincerely,

Jennifer Lyle
Senior Environmental Health Specialist
Sonoma County Local Enforcement Agency

C: Alan Friedman, SFWQCB
Teri Cia, NCRWQCB
Nevin Yeates, CalRecycle
Marcus Santillano, CalRecycle
Susan Klassen, DPTW
Rick Powell, North Bay Corporation
Christine Sosko, Director of Environmental Health
Leslye Choate, Environmental Health Program Manager
Marvin Moskowitz, Environmental Health Program Manager

## CALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD
## NORTH COAST REGION

## ORDER NO. R1-2017-0055

## A CONDITIONAL WAIVER OF WASTE DISCHARGE REQUIREMENTS FOR DISASTER-RELATED WASTES DURING A STATE OF EMERGENCY WITHIN THE NORTH COAST REGION

The California Regional Water Quality Control Board, North Coast Region (hereinafter North Coast Regional Water Board), finds:

1. Catastrophic events such as fires (and subsequent natural events such as storms that may result in floods and landslides) can create large amounts of disaster-related debris consisting of multiple categories of wastes (e.g., nonhazardous wastes, household hazardous wastes, universal wastes, or inert wastes).
2. The discharge of waste to land in the North Coast Region is an action subject to restrictions adopted in individual or general Waste Discharge Requirements (WDRs) by the North Coast Regional Water Board. Alternatively, the North Coast Regional Water Board may adopt a conditional waiver of WDRs for properties where waste management practices meet specified conditions.
3. California Water Code (Water Code), section 13260, subdivision (a)(1), requires that any person (including any city, county, district, or other entity) discharging, or proposing to discharge, wastes within the North Coast Region that could affect the quality of waters of the state, other than into a community sewer system, to file a Report Of Waste Discharge (ROWD) with the North Coast Regional Water Board. Unless waived, section 13263(a) requires the North Coast Regional Water Board prescribe discharge requirements for any existing or proposed waste discharges within its area of jurisdiction, except discharges into a community sewer system, even if no ROWD has been filed.
4. The issuance of WDRs prior to cleanup of disaster-related wastes requires time that may significantly impede the cleanup of disaster-related wastes, which would likely increase the threat to public health and the environment. Under emergency or disaster conditions, there is usually not time for those performing cleanup of disaster-related wastes to prepare a formal ROWD, and for the Regional Board to prescribe new WDRs or to revise existing WDRs. Therefore, to expedite the cleanup of disaster-related wastes, issuing a general conditional waiver for these types of discharge is in the public interest.
5. Under the provisions of Water Code, section 13269, subdivisions (c)(1) and (d), it is in the public interest to waive issuance of waste discharge requirements for the expeditious management and disposal of solid wastes resulting from the cleanup of emergency-declared disaster areas, provided certain conditions are met. A temporary conditional waiver of the requirements set forth in Water Code, section 13260, subdivisions (a) and (b); section 13263, subdivision (a); and section 13264, subdivision (a), for the discharge of disaster-related wastes derived from cleanup of disaster areas, and for short term discharges to temporary waste storage piles, would be in the public interest because

these discharges: (1) would comply with the conditions of this Order; (2) would be effectively regulated by other public agencies; and (3) would not result in violation of the North Coast Water Quality Control Basin Plan (Water Code section 13269, subdivision [d]). Furthermore, adoption of a conditional waiver would be in the public interest because this action helps to facilitate the expeditious cleanup of disaster-related wastes in areas in response to the Governor's declared State of Emergency.

6. This waiver of requirements for issuance of WDRs only applies to emergency situations for disaster-related wastes from areas where a state of emergency has been proclaimed by the Governor pursuant to the Government Code, section 8550 et seq. and is categorically exempt from California Environmental Quality Act (CEQA) (Title 14, California Code of Regulations, §15269).

7. Wildfires create a very large volume of solid waste that may include: burn ash, concrete, wood, green waste, electrical appliances, computer equipment, dead animals, food items, cars, household chemicals, paint, refrigerators, etc., collectively referred to as fire debris. In addition, wildfires can exacerbate the risk of flooding, erosion, debris flows, and slope failures as a result of the loss of vegetated cover within a watershed.

8. Waste materials resulting from these catastrophic events may have been mixed such that individual components are not practicably separable for purposes of waste management.

9. Emergency cleanup activities to address disaster events may create unusually large amounts of waste for landfills to handle in a short amount of time, may involve wastes that would not normally be accepted at a particular regulated waste management facility, and often necessitate temporary waste staging areas on land or at regulated waste management facilities.

10. For purposes of this Conditional Waiver of Waste Discharge Requirements for Disaster-Related Waste Handling and Disposal (Conditional Waiver), such wastes are considered to be "disaster-related debris and wastes" and are herein referred to as "disaster-related wastes".

11. **"Antidegradation Policy."** This Conditional Waiver is consistent with State Water Board Resolution No. 68-16 (Statement of Policy with Respect to Maintaining High Quality Waters in California), the state's "Antidegradation Policy." The Regional Water Board must maintain high quality waters of the state unless it is demonstrated that any degradation will be consistent with the maximum benefit to the people of the state, will not unreasonably affect beneficial uses, and will not result in water quality worse than that described in the Regional Water Board's policies. The Conditional Waiver includes conditions that require dischargers to minimize or eliminate discharges of pollutants that can have adverse impacts on the water quality that supports beneficial uses of waters of the state. This Conditional Waiver imposes conditions on discharges from Emergency Declared Disaster Areas that would not otherwise apply following the appropriate notification to the Regional Water Board. All discharges regulated under this Conditional Waiver are short-term and are not expected to cause degradation of water quality.

Coverage under the Conditional Waiver can be terminated if waiver conditions are not met.

## APPLICABILITY AND CONDITIONS

1. This Conditional Waiver conditionally waives the legal requirement for persons discharging waste ("Dischargers," including any city, county, district, or other entity) from cleanup of an emergency or disaster area to submit a ROWD and for the Regional Water Board to prescribe WDRs for discharges of wastes:
2. This Conditional Waiver applies to discharges necessary to protect life or property during emergency cleanup actions following disasters such as fires (and subsequent natural events such as storms that may result in floods and landslides) in which a state of emergency has been proclaimed by the Governor (Emergency Declared Disaster Area).
3. The requirements for obtaining coverage under this Conditional Waiver and the conditions applicable to each type of discharge are as follows:
    - All Discharges of Disaster-Related Wastes
    - Temporary Waste Piles at Regulated Facilities
    - Temporary Waste Piles Not at Regulated Facilities
    - Temporary Surface Impoundments Not at Regulated Facilities

## WAIVER CONDITIONS FOR EMERGENCY DISPOSAL

### A. GENERAL WAIVER CONDITIONS THAT APPLY TO ALL DISCHARGES OF DISASTER RELATED WASTES COVERED UNDER THIS CONDITIONAL WAIVER

1. For discharges of disaster-related wastes from a declared disaster, this Conditional Waiver does not become active and available until the Governor of California issues a proclamation, pursuant to Government Code sections 8625 and 8558(b).
2. This Conditional Waiver applies only to disaster-related waste streams from Emergency Declared Disaster Areas, or from other emergency discharges that are exempt from CEQA.
3. All conditions of this Conditional Waiver remain applicable until they have been met and Discharger submits a complete Notice of Termination, or the discharge becomes covered under WDRs or a site-specific waiver of WDRs. Authorization to discharge under this Conditional Waiver is temporary and shall expire under the following conditions, whichever is earliest, unless otherwise provided in writing by the Water Board:
    a. If applicable, the Governor or the Legislature terminates the state of emergency pursuant to California Government Code section 8629; or
    b. The Water Board terminates enrollment of individual Dischargers/Units, or all Dischargers/Units temporarily enrolled under the Conditional Waiver for a particular

emergency, or terminates this Conditional Waiver in its entirety; ("Units" in this context refers to any regulated landfill, temporary waste pile, or temporary surface impoundment being covered under this Conditional Waiver);

4. Cleanup activities and management of emergency wastes must minimize or eliminate the discharge of any pollutants that could adversely affect the quality or beneficial uses of the waters of the state.
5. The Discharger must prevent the direct or indirect discharge of emergency wastes to any surface waters of the state, including ephemeral streams and vernal pools.
6. Emergency waste management operations must not be performed in a manner that creates, or contributes, to a condition of pollution or nuisance.
7. Emergency waste management operations must not be performed in a manner that creates, or contributes, to conditions which violate the waste discharge prohibitions promulgated in the North Coast Basin Plan.
8. Emergency wastes must not be managed in a manner that causes corrosion, decay, or otherwise reduces or impairs the integrity of containment structures at any waste management unit, pursuant to California Code of Regulations (CCR), title 27, section 20200, subdivision (b)(1).
9. Emergency wastes must not be managed in a manner that mixes or commingles other wastes that can produce a violent reaction (including heat, pressure, fire or explosion), that can produce toxic byproducts, or that can produce any reaction products requiring a higher level of containment, or results in the mixture being classified as a restricted waste, pursuant to CCR, title 27, section 20200, subdivision (b)(2).
10. Inert wastes that are suitable for reuse or recycling do not require permanent disposal at a classified waste management or disposal facility (i.e., permitted landfill).
11. Waste streams covered under this Conditional Waiver shall only originate from disaster-impacted areas. These waste streams shall be discharged for treatment or permanent disposal only into:
    a. Liquid waste management or treatment units as allowed by waste discharge requirements issued by the Regional Water Board, or
    b. Solid waste management units or disposal facilities (e.g., Class III MSW landfills underlain with engineered composite liners and leachate collection systems that satisfy the requirements of State Water Board Resolution No. 93-62, and that have WDRs); or
    c. Emergency landfills established in accordance with the conditions of this Conditional Waiver; and
    d. Other categories of waste management units regulated under WDRs issued by the North Coast Regional Water Board that allow that type of waste.
12. The Discharger must comply with all applicable conditions of this Conditional Waiver.

13. Temporary waste staging areas may be located within Municipal Solid Waste (MSW) landfills, inert landfills, or other designated areas where disaster-related waste is temporarily discharged, stored, treated, or sorted for recycling, and where containment features and ancillary features for precipitation and drainage controls are present. Temporary waste staging areas are temporary de facto waste management units.

## APPLICABILITY AND CONDITIONS

The requirements for obtaining coverage under this Conditional Waiver and the conditions applicable to each type of discharge are as follows:

### B. CONDITIONS FOR DISCHARGE OF DISASTER-RELATED WASTES AT REGULATED CLASS III MSW WASTE DISPOSAL FACILITIES

1. The landfill(s) listed below may be designated to receive emergency wastes within waste management units underlain by engineered composite liners and leachate collection and removal systems (LCRS).

   Republic Services of Sonoma County, Central Landfill
   500 Mecham Road
   Petaluma, CA 94952

2. Disaster-related wastes transported to areas outside the North Coast Region may be subject to the provisions of the receiving Region's requirements.

3. Regulated landfills have WDRs implementing CCR, title 27; State Water Board Resolution No. 93-62; and federal Municipal Solid Waste Landfill Criteria in 40 CFR 258.

4. Dischargers that are owners/operators of regulated waste management or disposal facilities proposing to discharge waste from disaster-impacted areas to the regulated waste disposal facility and for which such discharge would or could otherwise cause a violation of the WDRs for the facility, shall submit a Notice of Intent to the North Coast Regional Water Board within 30 days after the initial discharge of any disaster-related emergency wastes for Emergency Declared Disaster Areas.

5. Emergency wastes (not otherwise suitable for recycling or reuse) derived from cleanup of emergency/disaster-impacted areas and managed under provisions of this Conditional Waiver must only be discharged for permanent disposal into units that are underlain with an engineered composite liner system and a leachate collection system meeting the requirements of CCR, title 27; and State Water Board Resolution No. 93-62.

6. Emergency wastes derived from cleanup of disaster-impacted areas and discharged into regulated waste disposal facilities must be isolated, to the extent practicable, from areas of the facility that are not lined.

7. Disposal of disaster-related wastes, to the extent practical, must not impede movement of leachate into an LCRS.

8. Food wastes, animal carcasses, and other putrescible wastes derived from cleanup of disaster-impacted areas must be discharged for disposal in compliance with conditions of this waiver and covered expeditiously.

9. Inert wastes derived from cleanup of disaster-impacted areas must be separated and recycled when appropriate and practicable.

10. To the extent practicable, wastes such as paint cans, gas cans, solvents, poisons, household cleaners, drums with unknown contents, electronic wastes, refrigerators, or any potentially hazardous wastes (other than ash from fire disaster areas) must be removed from the disaster-related waste stream and managed in accordance with the applicable regulatory requirements.

11. Within 30 days after the completion of discharges for each emergency, the owner/operator of a regulated waste disposal facility that accepted waste from disaster-impacted areas must submit an amendment to their Report of Waste Discharge (ROWD) (amendment to the facility's Joint Technical Document) describing the material change to their discharge, pertaining to the temporary acceptance, management, and disposal of the waste. The amended ROWD must include a completed Notice of Termination form and information about the waste types accepted, location of the discharge including a map, and approximate volumes discharged.

## C. CONDITIONS FOR DISCHARGE OF DISASTER-RELATED WASTES AT TEMPORARY WASTE STAGING AREAS AT REGULATED DISPOSAL FACILITIES

1. Owners/operators of regulated waste management or disposal facilities proposing to accept discharges of waste from disaster-impacted areas to a temporary waste staging area located at a regulated waste disposal facility must submit a Notice of Intent to the North Coast Regional Water Board within 30 days after the initial discharge of any disaster related emergency wastes for Declared Disaster Areas. The Notice of Intent must contain the information listed in Attachment A of this Conditional Waiver.

2. Owners/operators of regulated waste management or disposal facilities must prevent surface runoff/run-on from contacting wastes derived from cleanup of disaster-impacted areas and must prevent erosion and transport of soils containing disaster related emergency wastes or waste constituents by surface runoff from all temporary emergency waste piles. The facility owner/operator must implement management measures (MMs) and/or best management practices (BMPs) for storm water conveyance and control.

3. All emergency wastes derived from disaster-impacted areas must be placed at least 100 feet from any surface water of the state.

4. All emergency waste derived from disaster-impacted areas must be protected from flooding and inundation, in compliance with the current WDRs for the affected unit or units, at the regulated waste disposal facility.

5. Disaster related wastes discharged to temporary waste piles at regulated waste management or disposal facilities temporarily enrolled under this Conditional Waiver, together with any materials used to contain the temporary waste piles, must be removed from the temporary discharge site no later than 60 days after authorization to discharge under this Conditional Waiver has expired or as required by the North Coast Regional Water Board. Alternatively, the facility owner/operator must file an amended ROWD

(Joint Technical Document) and obtain amended WDRs from the North Coast Regional Water Board for any waste piles that will continue to exist after authorization to discharge under this Order has expired.

6. Owners/operators of regulated waste management or disposal facilities must submit a Notice of Termination to the North Coast Regional Water Board within 10 working days of completing removal of all disaster related wastes and restoring the site to its original condition. The Notice of Termination must contain the information listed in Attachment B of this Conditional Waiver.

## D. CONDITIONS FOR DISCHARGE OF DISASTER-RELATED WASTES AT TEMPORARY WASTE STORAGE AREAS (WASTE PILES) NOT LOCATED AT REGULATED WASTE DISPOSAL FACILITIES

1. The Discharger must comply with all applicable conditions in Section A of this Conditional Waiver.
2. Dischargers proposing to establish a temporary waste pile not located at a regulated waste disposal facility must submit a Notice of Intent to the Regional Water Board within 30 days
3. Owners/operators of temporary waste piles not at regulated facilities must ensure that they are sited, designed, constructed, operated, and maintained to ensure compliance the following minimum prescriptive and performance standards:
    a. The bottom of a temporary waste pile must be placed at least 5 feet above the highest historically known or anticipated level of groundwater, and more than 100 feet from any surface water of the state.
    b. Temporary waste piles must be protected from inundation or washout.
    c. Temporary waste piles must not be located on a known Holocene fault; waste piles must not be located in areas of potential rapid geologic change (e.g., landslides, debris flows, flash flood areas, etc.).
    d. Temporary waste piles must be adequately covered to prevent rainwater infiltration and runoff and to control fugitive dust, vectors, odors, blowing litter, and scavenging. The cover must not consist of or contain material classified as a designated waste.
    e. Temporary waste management operations that include wastes with a liquid content exceeding its moisture-holding capacity and/or containing free liquids must comply with requirements for temporary surface impoundments in accordance with the specific conditions in Section E of this Conditional Waiver, below.
    f. Temporary waste piles must be designed, constructed and operated to limit, to the greatest extent possible, ponding, infiltration, inundation, erosion, slope failure, and washout. Surface drainage from outside of the temporary waste pile must be diverted from the location of the temporary waste pile through implementation of MMs/BMPs for storm water control and conveyance.

4. When applicable, owners/operators of temporary waste piles not located at a regulated waste disposal facility must obtain coverage under the General Permit for Storm Water Discharges Associated with Construction Activities, and prepare a Storm Water Pollution Prevention Plan to obtain coverage under this Conditional Waiver.
5. Owners/operators of temporary waste piles not on regulated facilities must discharge any return water or ponded water contained within the temporary waste pile to a sanitary sewer system, a regulated facility permitted to receive the wastewater, or a temporary surface impoundment
6. Owners/operators of temporary waste piles not on regulated facilities must post at least one clearly visible sign listing the following minimum information: a) project name, b) brief project description, and c) operator name and phone number. The sign or signs must be in English and any other language common in the local community to more effectively communicate the minimum contact information. The sign(s) must be maintained in a legible condition so long as waste piles remain on site.
7. Emergency waste materials discharged to temporary waste piles not at regulated facilities, together with any materials used to contain the temporary waste piles, must be removed from the site as expeditiously as possible and the site must be restored to its original state.
8. Owners/operators of temporary waste piles not on regulated facilities must submit a **Notice of Termination** to the Regional Water Board within 10 working days of completing removal of all disaster related wastes and restoring the site to its original condition. The Notice of Termination must contain the information listed in Attachment B of this Conditional Waiver.

## E. CONDITIONS FOR DISCHARGE OF DISASTER-RELATED WASTES AT TEMPORARY SURFACE IMPOUNDMENTS NOT LOCATED ON REGULATED FACILITIES

1. Dischargers proposing to establish a temporary surface impoundment not located at a regulated waste disposal facility must submit a Notice of Intent to the Regional Water Board within 30 days after the initial discharge of any disaster related wastes from an Emergency Declared Disaster Area. The Notice of Intent must contain the information listed in Attachment A of this Conditional Waiver.
2. Owners/operators of temporary surface impoundments not on regulated facilities must ensure that they are sited, designed, constructed, operated, and maintained to ensure compliance with the following minimum prescriptive and performance standards:
    a. The bottom of a temporary surface impoundment must be placed at least 5 feet above the highest historically known or anticipated level of groundwater, and more than 100 feet from any surface water of the state.
    b. Temporary surface impoundments must be protected from inundation or washout.
    c. Temporary surface impoundments must not be located on a known Holocene fault.

d. Temporary surface impoundments must not be located in areas of potential rapid geologic change (e.g., landslides, debris flows, flashflood areas, etc.).

e. Temporary surface impoundments must be underlain by a temporary impermeable barrier (e.g., heavy gauge plastic with water-tight seams) or a relatively impermeable surface (e.g., competent asphalt, concrete, etc.). The liner must be installed prior to establishing a temporary surface impoundment and must protect all natural geological materials from contact with the waste.

f. Berms and containment structures of temporary surface impoundments must be constructed of materials that minimize leakage of the wastewater and must be composed of inert materials that will not cause adverse reactions (e.g., corrosion, decay, or otherwise reduce or impair the integrity of the containment structure) when placed in contact with the liquid wastes stored within the temporary surface impoundment.

g. Temporary surface impoundments must be designed, operated and maintained to ensure that liquid wastes are at least two feet below the top of the impoundment (measured vertically from the surface of the liquid up to the point on the surrounding lined berm or dike having the lowest elevation), and must be designed and constructed to prevent overtopping as a result of wind conditions likely to accompany precipitation conditions.

h. Direct pipeline discharges of liquid can occur only into temporary surface impoundments with automatic or manually operated fail-safe systems to prevent overfilling.

i. Temporary surface impoundments must be designed and constructed to prevent scouring of containment structures at the points of liquid discharge into the impoundments.

j. Temporary surface impoundments must be designed, constructed and operated to limit, to the greatest extent possible, inundation, erosion, slope failure, and washout. Surface drainage from outside of the temporary surface impoundments must be diverted from the location of the temporary surface impoundment through implementation of MMs/BMPs for storm water control and conveyance.

k. Liquid hazardous wastes or "restricted hazardous wastes" must not be discharged to temporary waste piles or temporary surface impoundments.

3. When applicable, owners/operators of temporary surface impoundments not located at a regulated waste disposal facility must obtain coverage under the General Permit for Storm Water Discharges Associated with Construction Activities, and prepare a Storm Water Pollution Prevention Plan to obtain coverage under this Conditional Waiver.

4. Owners/operators of temporary surface impoundments not on regulated facilities must ensure that only disaster related waste streams are discharged into temporary surface impoundments.

5. All visible portions of synthetic liner systems in temporary surface impoundments must be inspected weekly, or daily as necessary, until all free liquid is removed from the surface impoundment as part of closure. If, during the active life of the temporary surface impoundment, the wastes are removed and the bottom of the impoundment is cleaned down to the liner, an inspection must be made of the bottom of the liner prior to refilling the impoundment.
6. Owners/operators of temporary surface impoundments not on regulated facilities must post at least one clearly visible sign listing the following minimum information: a) project name, b) brief project description, and c) operator name and phone number. The sign or signs must be in English and any other language common in the local community to more effectively communicate the minimum contact information. The sign(s) must be maintained in a legible condition while temporary surface impoundments remain on site.
7. Wastes discharged to temporary surface impoundments not at regulated waste management or disposal facilities, together with any materials used to contain the temporary surface impoundments, must be removed from the site as expeditiously as possible and the site must be restored to its original state.
8. Owners/operators of temporary surface impoundments not on regulated facilities must submit a Notice of Termination to the North Coast Regional Water Board within 10 working days of completing removal of all disaster related wastes and restoring the site to its original condition. The Notice of Termination must contain the information listed in Attachment B of this Conditional Waiver.

## NOTICE OF INTENT

1. **Emergency Wastes From A Declared Disaster Area -** Dischargers seeking coverage under this Conditional Waiver must submit a fully executed Notice of Intent (NOI) (Attachment A) to the North Coast Regional Water Board that Conditional Waiver of Waste Discharge Requirements for Disaster-Related Emergency Waste Handling and Disposal Order No. R1-2017-0055, indicating the proposed discharge meets the conditions of this Conditional Waiver. The NOI must be completed with all required information and signed by the owner or authorized representative of the entity proposing to discharge emergency wastes.
2. To terminate coverage, Dischargers must send a fully executed Notice of Termination (NOT) (Attachment B) to the Regional Board that meets the conditions of this Conditional Waiver.

## STORM WATER DISCHARGES ASSOCIATED WITH DISASTER-RELATED WASTES

When applicable, Dischargers with coverage under this Conditional Waiver must also apply for coverage under the General Permit for Storm Water Discharges Associated with Construction Activities (Construction Storm Water Permit), and comply with its requirements. The Construction Storm Water Permit (State Board Order No. 2009-0009-DWQ) may be found on

the Internet at: http://www.waterboards.ca.gov/water issues/ programs/stormwater/construction.shtml. Compliance with the requirements in the Construction Storm Water Permit must prevent construction pollutants from contacting storm water and prevent products of erosion from moving off site into receiving waters, and are relevant and appropriate to apply to temporary waste staging areas.

## CERTIFICATION

I, Matthias St. John, Executive Officer do hereby certify that the foregoing is a full, true, and correct copy of an Order adopted by the California Regional Water Quality Control Board, North Coast Region, on November 3, 2017.

Matthias St.John Water Boards
Digitally signed by Matthias St.John
Date: 2017.11.03 12:05:15 -07'00'

Matthias St. John, Executive Officer

**ATTACHMENT A: Order No. R1-2017-0055**

# North Coast Regional Water Quality Control Board

## NOTICE OF INTENT

TO COMPLY WITH CONDITIONAL WAIVER OF

WASTE DISCHARGE REQUIREMENTS FOR DISASTER-RELATED WASTES DURING A STATE OF EMERGENCY WITHIN THE NORTH COAST REGION.

### I. PROPERTY / FACILITY INFORMATION

| | | | |
|---|---|---|---|
| Property/Facility Name: | | | |
| Property/Facility Contact: | | | |
| Property/Facility Address: | | | |
| City: | County: | State: | Zip: |
| Telephone: | Fax: | Email: | |
| Assessor Parcel Number(s): | | | |

### II. PROPERTY/FACILITY OWNER INFORMATION

| | | | |
|---|---|---|---|
| Property/Facility Owner Name: | | | |
| Owner Mailing Address: | | | |
| City: | County: | State: | Zip: |
| Telephone: | Fax: | Email: | |

### III. PROPERTY/FACILITY OPERATOR INFORMATION

| | | | |
|---|---|---|---|
| Property/Facility Operator Name: | | | |
| Operator Mailing Address: | | | |
| City: | County: | State: | Zip: |
| Telephone: | Fax: | Email: | |
| Assessor Parcel Number(s): | | | |

### IV. DESCRIPTION OF DISCHARGE

*Describe the discharge (i.e., source(s) of discharge, pollutants of concern, period and frequency, etc.). Use additional pages as needed. Provide a map of the property / facility.*

**ATTACHMENT B: Order No. R1-2017-0055**

**CALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD**
**NORTH COAST REGION**
5550 Skylane Blvd #A
Santa Rosa, California 95403

# NOTICE OF TERMINATION

## OF TEMPORARY FIRE DEBRIS STAGING OPERATIONS

### IN COMPLIANCE WITH REQUIREMENTS IN EMERGENCY ORDER R1-2017-0055

## I. FINAL WASTE DISPOSAL INFORMATION

| | | | |
|---|---|---|---|
| Final Disposition of Waste: | ☐ Off-site/Landfill Disposal | ☐ On-site Reuse/Disposal | |
| | ☐ Off-site Reuse/Disposal | ☐ Other: | |
| Property Owner/Discharger Name: | | | |
| Property Owner/Discharger Contact and Title: | | | |
| Property Owner/Discharger Mailing Address: | | | |
| City: | County: | State: | Zip: |
| Telephone: | Fax: | Email: | |
| Assessor Parcel Number(s): | | Hydrologic Area/Subarea: | |
| Date(s) Waste Disposed: | | | |
| Quantity of Waste Disposed: (in cubic yards for each disposal date) | | | |
| Disposal Location(s): (for each disposal date) | | | |

## II. FINAL DISPOSAL CERTIFICATION

I certify, under penalty of law, that I have personally examined and am familiar with the information submitted in this document and all attachments and that, based on my inquiry of those individuals immediately responsible for obtaining the information, I believe that the information is true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment.

Signature (Owner or Authorized Representative) _____ Date _____

Print Name _____ Title _____

November 3, 2017

Mr. Peter Pouwels
Division Manager, Republic Services
Sonoma Central Landfill
500 Mecham Road
Petaluma, CA 94952
ppouwels@republicservices.com

Dear Mr. Pouwels,:

Subject: Adoption of Conditional Waiver of Waste Discharge Requirements for Disaster Related Waste Acceptance at Sonoma County Central Solid Waste Disposal Site

File: Sonoma County Central Solid Waste Disposal Site, 500 Mecham Road, Petaluma, CA (Facility), WDID #1B99011RSON

On November 3, 2017, the Executive Officer of the North Coast Regional Water Quality Control Board (Regional Water Board) adopted *Conditional Waiver of Waste Discharge Requirements for Disaster-related Wastes During a State of Emergency within the North Coast Region*, Order No. R1-2017-0055. The Conditional Waiver includes conditions designed to protect the environment while at the same time facilitating management and disposal of fire-related wastes resulting from cleanup activities during this emergency.

The Conditional Waiver shall remain in effect until the Regional Water Board has an opportunity to consider this, or a similar conditional waiver, at a public meeting, in accordance with requirements of section 13269 of the California Water Code and Government Code section 11125, and in no event later than December 31, 2017.

The Conditional Water has been transmitted to you electronically, as an attachment to this letter. The adopted Conditional Waiver can also be obtained from the Regional Water Board office or from the Regional Water Board website at http://water100.waterboards.ca.gov/rb1/adopted_orders/.

If you have questions or concerns, please don't hesitate to contact me.

Sincerely,

Matthias St.John, Water Boards
Digitally signed by Matthias St.John
Date: 2017.11.03 14:06:12 -07'00'

Matthias St. John
Executive Officer

cc: Republic Services
Lochlin Caffey LCaffey2@republicservices.com
Andrea Valdivia AValdivia3@republicservices.com

Johannes Hoevertsz Johannes.Hoevertsz@sonoma-county.org
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Heaven Moore HMoore@srcity.org

**CALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD**
**NORTH COAST REGION**

**ORDER NO. R1-2017-0056**

**A CONDITIONAL WAIVER OF WASTE DISCHARGE REQUIREMENTS FOR DISASTER-RELATED WASTES DURING A STATE OF EMERGENCY WITHIN THE NORTH COAST REGION**

The California Regional Water Quality Control Board, North Coast Region (hereinafter North Coast Regional Water Board), finds:

1. Catastrophic events such as fires, storms, floods, landslides, earthquakes, mass animal mortality, spills, and other emergencies can create large amounts of disaster-related debris consisting of multiple categories of wastes (e.g., nonhazardous wastes, household hazardous wastes, universal wastes, or inert wastes).
2. The discharge of waste to land in the North Coast Region is an action subject to restrictions adopted in individual or general Waste Discharge Requirements (WDRs) by the North Coast Regional Water Board. Alternatively, the North Coast Regional Water Board may adopt a conditional waiver of WDRs for properties where waste management practices meet specified conditions.
3. California Water Code (Water Code), section 13260, subdivision (a)(1), requires that any person (including any city, county, district, or other entity) discharging, or proposing to discharge, wastes within the North Coast Region that could affect the quality of waters of the state, other than into a community sewer system, to file a Report Of Waste Discharge (ROWD) with the North Coast Regional Water Board. Unless waived, section 13263(a) requires the North Coast Regional Water Board prescribe discharge requirements for any existing or proposed waste discharges within its area of jurisdiction, except discharges into a community sewer system, even if no ROWD has been filed.
4. The issuance of WDRs prior to cleanup of disaster-related wastes requires time that may significantly impede the cleanup of disaster-related wastes, which would likely increase the threat to public health and the environment. Under emergency or disaster conditions, there is usually not time for those performing cleanup of disaster-related wastes to prepare a formal ROWD, and for the Regional Board to prescribe new WDRs or to revise existing WDRs. Therefore, to expedite the cleanup of disaster-related wastes, issuing a general conditional waiver for these types of discharge is in the public interest.
5. Under the provisions of Water Code, section 13269, subdivisions (c)(1) and (d), it is in the public interest to waive issuance of waste discharge requirements for the expeditious management and disposal of solid wastes resulting from the cleanup of emergency-declared disaster areas, provided certain conditions are met. A temporary conditional waiver of the requirements set forth in Water Code, section 13260, subdivisions (a) and (b); section 13263, subdivision (a); and section 13264, subdivision (a), for the discharge of disaster-related wastes derived from cleanup of

disaster areas, and for short term discharges to temporary waste storage piles, would be in the public interest because these discharges: (1) would comply with the conditions of this Order; (2) would be effectively regulated by other public agencies; and (3) would not result in violation of the Water Quality Control Plan for the North Coast Region (Water Code section 13269, subdivision [d]). Furthermore, adoption of a conditional waiver would be in the public interest because this action helps to facilitate the expeditious cleanup of disaster-related wastes in areas in response to a declared state of emergency.

6. This waiver of requirements for issuance of WDRs applies to emergency situations for disaster-related wastes from areas where a state of emergency has been proclaimed by the Governor pursuant to the Government Code, section 8550 et seq. and is categorically exempt from California Environmental Quality Act (CEQA) (Title 14, California Code of Regulations, §15269), or where a state of emergency has been proclaimed by a federal or local government agency, and an Incident Commander working through the Statewide Incident Management System and the California Office of Emergency Services directs that waste be discharged to mitigate the emergency.

7. Wildfires create a very large volume of solid waste that may include: burn ash, concrete, wood, green waste, electrical appliances, computer equipment, dead animals, food items, cars, household chemicals, paint, refrigerators, etc., collectively referred to as fire debris. In addition, wildfires can exacerbate the risk of flooding, erosion, debris flows, and slope failures as a result of the loss of vegetated cover within a watershed. Likewise, damage from earthquakes, landslides, and floods can affect vital infrastructure and threaten beneficial uses of waters of the State.

8. Waste materials resulting from these catastrophic events may have been mixed such that individual components are not practicably separable for purposes of waste management.

9. Emergency cleanup activities to address disaster events may create unusually large amounts of waste for landfills to handle in a short amount of time, may involve wastes that would not normally be accepted at a particular regulated waste management facility, and often necessitate temporary waste staging areas on land or at regulated waste management facilities.

10. For purposes of this Conditional Waiver of Waste Discharge Requirements for Disaster-Related Wastes During a State of Emergency Within the North Coast Region (Conditional Waiver), such wastes are considered to be "disaster-related debris and wastes" and are herein referred to as "disaster-related wastes" or "emergency wastes."

11. **"Antidegradation Policy."** This Conditional Waiver is consistent with State Water Board Resolution No. 68-16 (Statement of Policy with Respect to Maintaining High Quality Waters in California), the state's "Antidegradation Policy." The Regional Water Board must maintain high quality waters of the state unless it is demonstrated that any degradation will be consistent with the maximum benefit to

the people of the state, will not unreasonably affect beneficial uses, and will not result in water quality worse than that described in the Regional Water Board's policies. The Conditional Waiver includes conditions that require dischargers to minimize or eliminate discharges of pollutants that can have adverse impacts on the water quality that supports beneficial uses of waters of the state. This Conditional Waiver imposes conditions on discharges from Emergency Declared Disaster Areas that would not otherwise apply following the appropriate notification to the Regional Water Board. All discharges regulated under this Conditional Waiver are short-term and are not expected to cause degradation of water quality. Coverage under the Conditional Waiver can be terminated if waiver conditions are not met.

## A. APPLICABILITY

1. This Conditional Waiver conditionally waives the legal requirement for persons discharging waste ("Dischargers," including any city, county, district, or other entity) from cleanup of an emergency or disaster area to submit a ROWD and for the Regional Water Board to prescribe WDRs for discharges of wastes.
2. Discharges necessary to protect life or property during emergency cleanup actions following disasters such as fires, floods, storms, earthquakes, or mass mortality of animals in which a state of emergency has been proclaimed by the Governor or by a federal or local government agency, and an Incident Commander working through the Statewide Incident Management System and the California Office of Emergency Services directs that waste be discharged to mitigate the emergency (hereinafter referred to as "Emergency Declared Disaster Areas").
3. **Disaster-related waste generated in Emergency Declared Disaster Areas outside of the North Coast Region.** Disposal of such waste within the North Coast Region may also eligible for coverage under this Conditional Waiver.
4. The requirements for obtaining coverage under this Conditional Waiver and the conditions applicable to each type of discharge are as follows:
   a. All Discharges of Disaster-Related Wastes
   b. Temporary Waste Piles at Regulated Facilities
   c. Temporary Waste Piles Not at Regulated Facilities
   d. Temporary Surface Impoundments Not at Regulated Facilities
   e. Discharges of Diseased Mass Mortality Wastes to Emergency Landfills

## B. WAIVER CONDITIONS FOR EMERGENCY DISPOSAL

1. **<u>General Waiver Conditions that Apply to All Discharges of Disaster-related Wastes Covered under this Conditional Waiver</u>**
   a. For discharges of disaster-related wastes from a declared disaster, this Conditional Waiver does not become active and available until the Governor of

California issues a proclamation, pursuant to Government Code sections 8625 and 8558(b), or a federal or local governmental agency issues a proclamation, pursuant to applicable federal regulations or local codes.

**b.** This Conditional Waiver applies only to disaster-related waste streams from Emergency Declared Disaster Areas.

**c.** All conditions of this Conditional Waiver remain applicable until they have been met and Discharger submits a complete Notice of Termination, or the discharge becomes covered under WDRs or a site-specific waiver of WDRs. Authorization to discharge under this Conditional Waiver is temporary and shall expire under the following conditions, whichever is earliest, unless otherwise provided in writing by the Water Board:

**i.** If applicable, the Governor or the Legislature terminates the state of emergency pursuant to California Government Code section 8629;

**ii.** If applicable, a federal or local governmental agency terminates the state of emergency pursuant to applicable federal regulations or local codes; or

**iii.** The Regional Water Board terminates enrollment of individual Dischargers/Units, or all Dischargers/Units temporarily enrolled under the Conditional Waiver for a particular emergency, or terminates this Conditional Waiver in its entirety; ("Units" in this context refers to any regulated landfill, temporary waste pile, temporary surface impoundment, or mass mortality emergency landfill being covered under this Conditional Waiver).

**d.** Cleanup activities and management of emergency wastes must minimize or eliminate the discharge of any pollutants that could adversely affect the quality or beneficial uses of the waters of the state.

**e.** The Discharger must prevent the direct or indirect discharge of emergency wastes to any surface waters of the state, including ephemeral streams and vernal pools.

**f.** Emergency waste management operations must not be performed in a manner that creates, or contributes, to a condition of pollution or nuisance.

**g.** Emergency waste management operations must not be performed in a manner that creates, or contributes, to conditions which violate the waste discharge prohibitions promulgated in the North Coast Basin Plan.

**h.** Emergency wastes must not be managed in a manner that causes corrosion, decay, or otherwise reduces or impairs the integrity of containment structures at any waste management unit, pursuant to California Code of Regulations (CCR), title 27, section 20200, subdivision (b)(1).

**i.** Emergency wastes must not be managed in a manner that mixes or commingles other wastes that can produce a violent reaction (including heat, pressure, fire or explosion), that can produce toxic byproducts, or that can produce any reaction

products requiring a higher level of containment, or results in the mixture being classified as a restricted waste, pursuant to CCR, title 27, section 20200, subdivision (b)(2).

**j.** Inert wastes that are suitable for reuse or recycling do not require permanent disposal at a classified waste management or disposal facility (i.e., permitted landfill).

**k.** Waste streams covered under this Conditional Waiver shall only originate from Emergency Declared Disaster Areas. These waste streams shall be discharged for treatment or permanent disposal only into:

**i.** Liquid waste management or treatment units as allowed by waste discharge requirements issued by the Regional Water Board; or

**ii.** Solid waste management units or disposal facilities (e.g., Class III MSW landfills underlain with engineered composite liners and leachate collection systems that satisfy the requirements of State Water Board Resolution No. 93-62, and that have WDRs); or

**iii.** Emergency landfills established in accordance with the conditions of this Conditional Waiver; and

**iv.** Other categories of waste management units regulated under WDRs issued by the North Coast Regional Water Board that allow that type of waste.

**l.** The Discharger must comply with all applicable conditions of this Conditional Waiver.

**m.** Temporary waste staging areas may be located within Municipal Solid Waste (MSW) landfills, inert landfills, or other designated areas where disaster-related waste is temporarily discharged, stored, treated, or sorted for recycling, and where containment features and ancillary features for precipitation and drainage controls are present. Temporary waste staging areas are temporary de facto waste management units.

**2. <u>Conditions for Discharge of Disaster-related Wastes at Regulated Class III MSW Waste Disposal Facilities</u>**

**a.** The landfill listed below may be designated to receive emergency wastes within waste management units underlain by engineered composite liners and leachate collection and removal systems (LCRS).

Republic Services of Sonoma County, Central Landfill
500 Mecham Road
Petaluma, CA 94952

**b.** Disaster-related wastes transported to areas outside the North Coast Region may be subject to the provisions of the receiving Region's requirements.

**c.** Regulated landfills have WDRs implementing CCR, title 27; State Water Board Resolution No. 93-62; and federal Municipal Solid Waste Landfill Criteria in 40 CFR 258.

**d.** Dischargers that are owners/operators of regulated waste management or disposal facilities proposing to discharge waste from Emergency Declared Disaster Areas to the regulated waste disposal facility and for which such discharge would or could otherwise cause a violation of the WDRs for the facility, shall submit a Notice of Intent (NOI) to the North Coast Regional Water Board within 30 days after the initial discharge of any disaster-related emergency wastes for Emergency Declared Disaster Areas.

**e.** Emergency wastes (not otherwise suitable for recycling or reuse) derived from cleanup of emergency/disaster-impacted areas and managed under provisions of this Conditional Waiver must only be discharged for permanent disposal into units that are underlain with an engineered composite liner system and a leachate collection system meeting the requirements of CCR, title 27; and State Water Board Resolution No. 93-62.

**f.** Emergency wastes derived from cleanup of disaster-impacted areas and discharged into regulated waste disposal facilities must be isolated, to the extent practicable, from areas of the facility that are not lined.

**g.** Disposal of disaster-related wastes, to the extent practical, must not impede movement of leachate into an LCRS.

**h.** Food wastes, animal carcasses, and other putrescible wastes derived from cleanup of disaster-impacted areas must be discharged for disposal in compliance with conditions of this Conditional Waiver and covered expeditiously.

**i.** Inert wastes derived from cleanup of disaster-impacted areas must be separated and recycled when appropriate and practicable.

**j.** To the extent practicable, wastes such as paint cans, gas cans, solvents, poisons, household cleaners, drums with unknown contents, electronic wastes, refrigerators, or any potentially hazardous wastes (other than ash from fire disaster areas) must be removed from the disaster-related waste stream and managed in accordance with the applicable regulatory requirements.

**k.** Within 30 days after the completion of discharges for each emergency, the owner/operator of a regulated waste disposal facility that accepted waste from Emergency Declared Disaster Areas must submit an amendment to their Report of Waste Discharge (ROWD) (amendment to the facility's Joint Technical Document) describing the material change to their discharge, pertaining to the temporary acceptance, management, and disposal of the waste. The amended ROWD must include a completed Notice of Termination form and information about the waste types accepted, location of the discharge including a map, and approximate volumes discharged.

**l. Mass Animal Mortality Wastes** - Disposal of large numbers of animal carcasses, and other high moisture waste streams from mass mortality may cause wastes to exceed moisture-holding capacity at regulated MSW landfills. To limit the

impacts from such a large an additional moisture content associated with a mass mortality waste load, the owner/operator responsible for the regulated waste disposal facility should implement the following procedures:

i. Discharge high-moisture wastes (animal carcasses, animal related wastes, etc.) only in areas of the composite lined unit with a considerable thickness of other waste.

ii. Cover each layer of high-moisture mass mortality wastes (e.g., animal carcasses, animal related wastes, etc.) with at least three feet of absorbent wastes or soil.

iii. For disaster related mass mortality wastes streams that are in a liquid form (e.g. raw eggs, etc.), reduce the moisture content prior to discharge by mixing with an absorbent material (e.g., saw dust, mulch, soil, etc.).

3. **Conditions for Discharge of Disaster-Related Wastes at Temporary Waste Staging Areas at Regulated Disposal Facilities**

a. Owners/operators of regulated waste management or disposal facilities proposing to accept discharges of waste from Emergency Declared Disaster Areas to a temporary waste staging area located at a regulated waste disposal facility must submit a NOI to the North Coast Regional Water Board within 30 days after the initial discharge of any disaster related emergency wastes for Declared Disaster Areas. The NOI must contain the information listed in Attachment A of this Conditional Waiver.

b. Owners/operators of regulated waste management or disposal facilities must prevent surface runoff/run-on from contacting wastes derived from cleanup of disaster-impacted areas and must prevent erosion and transport of soils containing disaster related emergency wastes or waste constituents by surface runoff from all temporary emergency waste piles. The facility owner/operator must implement management measures (MMs) and/or best management practices (BMPs) for storm water conveyance and control.

c. All emergency wastes derived from Emergency Declared Disaster Areas must be placed at least 100 feet from any surface water of the state.

d. All emergency waste derived from Emergency Declared Disaster Areas must be protected from flooding and inundation, in compliance with the current WDRs for the affected unit or units, at the regulated waste disposal facility.

e. Owners/operators of regulated waste management or disposal facilities must manage temporary waste piles for disaster related mass mortality wastes as follows:

i. Temporary waste piles for mass mortality wastes may only be located in landfill areas underlain by a composite liner system and a significant thickness of other types of solid wastes.

ii. The owner/operator must implement a plan to prevent wild animals (e.g., birds, mammals, reptiles, etc.) from coming into contact with mass mortality wastes (e.g., provide and maintain adequate cover for temporary waste piles).

iii. The owner/operator must ensure that all temporary waste piles containing mass mortality wastes are discharged into landfill prior to the end of the working day, unless sufficient information is provided to demonstrate that a proposed alternative is protective of water quality and human health for a given temporary waste pile.

iv. The owner/operator must ensure that all mass mortality wastes are covered with soil or other waste immediately after it is discharged into the landfill.

v. The owner/operator must ensure that any storm water runoff that comes into contact with the disaster related wastes or containing waste constituents is managed as leachate.

f. Disaster related and mass mortality wastes discharged to temporary waste piles at regulated waste management or disposal facilities temporarily enrolled under this Conditional Waiver, together with any materials used to contain the temporary waste piles, must be removed from the temporary discharge site no later than 60 days after authorization to discharge under this Conditional Waiver has expired or as required by the North Coast Regional Water Board. Alternatively, the facility owner/operator must file an amended ROWD (Joint Technical Document) and obtain amended WDRs from the North Coast Regional Water Board for any waste piles that will continue to exist after authorization to discharge under this Order has expired.

g. Owners/operators of regulated waste management or disposal facilities must submit a Notice of Termination to the North Coast Regional Water Board within 10 working days of completing removal of all disaster related wastes and restoring the site to its original condition. The Notice of Termination must contain the information listed in Attachment B of this Conditional Waiver.

4. **Conditions for Discharge of Disaster-related Wastes at Temporary Waste Storage Areas (Waste Piles) NOT located at Regulated Waste Disposal Facilities**

a. The Discharger must comply with all applicable conditions in Section B.1 of this Conditional Waiver.

b. Dischargers proposing to establish a temporary waste pile not located at a regulated waste disposal facility must submit a NOI to the Regional Water Board within 30 days.

c. Owners/operators of temporary waste piles not at regulated facilities must ensure that they are sited, designed, constructed, operated, and maintained to

ensure compliance the following minimum prescriptive and performance standards:

i. The bottom of a temporary waste pile must be placed at least 5 feet above the highest historically known or anticipated level of groundwater, and more than 100 feet from any surface water of the state.

ii. Temporary waste piles must be protected from inundation or washout.

iii. Temporary waste piles must not be located on a known Holocene fault; waste piles must not be located in areas of potential rapid geologic change (e.g., landslides, debris flows, flash flood areas, etc.).

iv. Temporary waste piles must be adequately covered to prevent rainwater infiltration and runoff and to control fugitive dust, vectors, odors, blowing litter, and scavenging. The cover must not consist of or contain material classified as a designated waste.

v. Temporary waste management operations that include wastes with a liquid content exceeding its moisture-holding capacity and/or containing free liquids must comply with requirements for temporary surface impoundments in accordance with the specific conditions in Section B.5 of this Conditional Waiver, below.

vi. Temporary waste piles must be designed, constructed and operated to limit, to the greatest extent possible, ponding, infiltration, inundation, erosion, slope failure, and washout. Surface drainage from outside of the temporary waste pile must be diverted from the location of the temporary waste pile through implementation of MMs/BMPs for storm water control and conveyance.

**d.** When applicable, owners/operators of temporary waste piles not located at a regulated waste disposal facility must obtain coverage under the General Permit for Storm Water Discharges Associated with Construction Activities, and prepare a Storm Water Pollution Prevention Plan to obtain coverage under this Conditional Waiver.

**e.** Owners/operators of temporary waste piles not on regulated facilities must discharge any return water or ponded water contained within the temporary waste pile to a sanitary sewer system, a regulated facility permitted to receive the wastewater, or a temporary surface impoundment.

**f.** Owners/operators of temporary waste piles not on regulated facilities must post at least one clearly visible sign listing the following minimum information: a) project name, b) brief project description, and c) operator name and phone number. The sign or signs must be in English and any other language common in the local community to more effectively communicate the minimum contact information. The sign(s) must be maintained in a legible condition so long as waste piles remain on site.

**g.** Emergency waste materials discharged to temporary waste piles not at regulated facilities, together with any materials used to contain the temporary waste piles, must be removed from the site as expeditiously as possible and the site must be restored to its original state.

**h.** Owners/operators of temporary waste piles not on regulated facilities must submit a Notice of Termination to the Regional Water Board within 10 working days of completing removal of all disaster related wastes and restoring the site to its original condition. The Notice of Termination must contain the information listed in Attachment B of this Conditional Waiver.

**5. <u>Conditions for Discharge of Disaster-related Wastes at Temporary Surface Impoundments NOT located on Regulated Facilities</u>**

**a.** Dischargers proposing to establish a temporary surface impoundment not located at a regulated waste disposal facility must submit a NOI to the Regional Water Board within 30 days after the initial discharge of any disaster related wastes from an Emergency Declared Disaster Area. The NOI must contain the information listed in Attachment A of this Conditional Waiver.

**b.** Owners/operators of temporary surface impoundments not on regulated facilities must ensure that they are sited, designed, constructed, operated, and maintained to ensure compliance with the following minimum prescriptive and performance standards:

**i.** The bottom of a temporary surface impoundment must be placed at least 5 feet above the highest historically known or anticipated level of groundwater, and more than 100 feet from any surface water of the state.

**ii.** Temporary surface impoundments must be protected from inundation or washout.

**iii.** Temporary surface impoundments must not be located on a known Holocene fault.

**iv.** Temporary surface impoundments must not be located in areas of potential rapid geologic change (e.g., landslides, debris flows, flashflood areas, etc.).

**v.** Temporary surface impoundments must be underlain by a temporary impermeable barrier (e.g., heavy gauge plastic with watertight seams) or a relatively impermeable surface (e.g., competent asphalt, concrete, etc.). The liner must be installed prior to establishing a temporary surface impoundment and must protect all natural geological materials from contact with the waste.

**vi.** Berms and containment structures of temporary surface impoundments must be constructed of materials that minimize leakage of the wastewater and must be composed of inert materials that will not cause adverse reactions (e.g., corrosion, decay, or otherwise reduce or impair the integrity

of the containment structure) when placed in contact with the liquid wastes stored within the temporary surface impoundment.

**vii.** Temporary surface impoundments must be designed, operated and maintained to ensure that liquid wastes are at least two feet below the top of the impoundment (measured vertically from the surface of the liquid up to the point on the surrounding lined berm or dike having the lowest elevation), and must be designed and constructed to prevent overtopping as a result of wind conditions likely to accompany precipitation conditions.

**viii.** Direct pipeline discharges of liquid can occur only into temporary surface impoundments with automatic or manually operated fail-safe systems to prevent overfilling.

**ix.** Temporary surface impoundments must be designed and constructed to prevent scouring of containment structures at the points of liquid discharge into the impoundments.

**x.** Temporary surface impoundments must be designed, constructed and operated to limit, to the greatest extent possible, inundation, erosion, slope failure, and washout. Surface drainage from outside of the temporary surface impoundments must be diverted from the location of the temporary surface impoundment through implementation of MMs/BMPs for storm water control and conveyance.

**xi.** Liquid hazardous wastes or "restricted hazardous wastes" must not be discharged to temporary waste piles or temporary surface impoundments.

**c.** When applicable, owners/operators of temporary surface impoundments not located at a regulated waste disposal facility must obtain coverage under the General Permit for Storm Water Discharges Associated with Construction Activities, and prepare a Storm Water Pollution Prevention Plan to obtain coverage under this Conditional Waiver.

**d.** Owners/operators of temporary surface impoundments not on regulated facilities must ensure that only disaster related waste streams are discharged into temporary surface impoundments.

**e.** All visible portions of synthetic liner systems in temporary surface impoundments must be inspected weekly, or daily as necessary, until all free liquid is removed from the surface impoundment as part of closure. If, during the active life of the temporary surface impoundment, the wastes are removed and the bottom of the impoundment is cleaned down to the liner, an inspection must be made of the bottom of the liner prior to refilling the impoundment.

**f.** Owners/operators of temporary surface impoundments not on regulated facilities must post at least one clearly visible sign listing the following minimum information: a) project name, b) brief project description, and c) operator name and phone number. The sign or signs must be in English and any other language common in the local community to more effectively communicate the minimum

contact information. The sign(s) must be maintained in a legible condition while temporary surface impoundments remain on site.

**g.** Wastes discharged to temporary surface impoundments not at regulated waste management or disposal facilities, together with any materials used to contain the temporary surface impoundments, must be removed from the site as expeditiously as possible and the site must be restored to its original state.

**h.** Owners/operators of temporary surface impoundments not on regulated facilities must submit a Notice of Termination to the North Coast Regional Water Board within 10 working days of completing removal of all disaster related wastes and restoring the site to its original condition. The Notice of Termination must contain the information listed in Attachment B of this Conditional Waiver.

## C. NOTICE OF INTENT

1. **Emergency Wastes From A Declared Disaster Area -** Dischargers seeking coverage under this Conditional Waiver must submit a fully executed NOI (Attachment A) to the North Coast Regional Water Board that Conditional Waiver of Waste Discharge Requirements for Disaster-Related Emergency Waste Handling and Disposal Order No. R1-2017-0056, indicating the proposed discharge meets the conditions of this Conditional Waiver. The NOI must be completed with all required information and signed by the owner or authorized representative of the entity proposing to discharge emergency wastes.
2. To terminate coverage, Dischargers must send a fully executed Notice of Termination (NOT) (Attachment B) to the Regional Board that meets the conditions of this Conditional Waiver.

## D. STORM WATER DISCHARGES ASSOCIATED WITH DISASTER-RELATED WASTES

When applicable, Dischargers with coverage under this Conditional Waiver must also apply for coverage under the General Permit for Storm Water Discharges Associated with Construction Activities (Construction Storm Water Permit), and comply with its requirements. The Construction Storm Water Permit (State Water Board Order No. 2009-0009-DWQ) may be found on the Internet at: https://www.waterboards.ca.gov/water_issues/programs/stormwater/construction.shtml. Compliance with the requirements in the Construction Storm Water Permit must prevent construction pollutants from contacting storm water and prevent products of erosion from moving off site into receiving waters, and are relevant and appropriate to apply to temporary waste staging areas.

## E. EFFECTIVE DATE

This Conditional Waiver becomes effective on January 1, 2018, and remains in effect until January 1, 2023, unless rescinded, revised, or renewed by the Regional Water Board.

Enrollees covered under Conditional Waiver of Waste Discharge Requirements Order No. R1-2017-0055 are automatically enrolled under Order No. R1-2017-0056, provided that no information contained in the NOI for Order No. R1-2017-0055 has changed.

IT IS HEREBY ORDERED, pursuant to authority in Water Code sections 13263, 13267, and 13269, the Regional Water Board waives the requirement to submit a Report of Waste Discharge, and the requirement to obtain Waste Discharge Requirements for discharges of wastes resulting from cleanup during or after fires, floods, storms, earthquakes, and mass mortality of animals in a Declared Disaster Area as defined above, provided that Dischargers comply with the requirements and conditions of this Conditional Waiver.

I, Matthias St. John, Executive Officer do hereby certify that the foregoing is a full, true, and correct copy of an Order adopted by the California Regional Water Quality Control Board, North Coast Region, on December 13, 2017.

Matthias St.John Water Boards
Digitally signed by Matthias St.John
Date: 2017.12.15 11:11:58 -08'00'

Matthias St. John
Executive Officer

17_0056_Conditional_Waiver_Emergency_Disposal

**ATTACHMENT A: Order No. R1-2017-0056**

**North Coast Regional Water Quality Control Board**

**NOTICE OF INTENT**
TO COMPLY WITH CONDITIONAL WAIVER OF
WASTE DISCHARGE REQUIREMENTS FOR DISASTER-RELATED WASTES DURING A STATE OF EMERGENCY WITHIN THE NORTH COAST REGION

## I. PROPERTY / FACILITY INFORMATION

| | | | |
|---|---|---|---|
| Property/Facility Name: | | | |
| Property/Facility Contact: | | | |
| Property/Facility Address: | | | |
| City: | County: | State: | Zip: |
| Telephone: | Fax: | Email: | |
| Assessor Parcel Number(s): | | | |

## II. PROPERTY/FACILITY OWNER INFORMATION

| | | | |
|---|---|---|---|
| Property/Facility Owner Name: | | | |
| Owner Mailing Address: | | | |
| City: | County: | State: | Zip: |
| Telephone: | Fax: | Email: | |

## III. PROPERTY/FACILITY OPERATOR INFORMATION

| | | | |
|---|---|---|---|
| Property/Facility Operator Name: | | | |
| Operator Mailing Address: | | | |
| City: | County: | State: | Zip: |
| Telephone: | Fax: | Email: | |
| Assessor Parcel Number(s): | | | |

## IV. DESCRIPTION OF DISCHARGE

*Describe the discharge (i.e., source(s) of discharge, pollutants of concern, period and frequency, etc.). Use additional pages as needed. Provide a map of the property / facility.*

## V. FINAL DISPOSAL CERTIFICATION

I certify, under penalty of law, that I have personally examined and am familiar with the information submitted in this document and all attachments and that, based on my inquiry of those individuals immediately responsible for obtaining the information, I believe that the information is true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment.

Signature (Owner or Authorized Representative) _____ Date _____

Print Name _____ Title _____

**ATTACHMENT B: Order No. R1-2017-0056**

**North Coast Regional Water Quality Control Board**

**NOTICE OF TERMINATION**

OF TEMPORARY DISASTER-RELATED WASTE STAGING OPERATIONS IN COMPLIANCE WITH REQUIREMENTS IN ORDER R1-2017-0056

## I. FINAL WASTE DISPOSAL INFORMATION

| | | | |
|---|---|---|---|
| Final Disposition of Waste: | ☐ Off-site/Landfill Disposal<br>☐ Off-site Reuse/Disposal | ☐ On-site Reuse/Disposal<br>☐ Other: | |
| Property Owner/Discharger Name: | | | |
| Property Owner/Discharger Contact and Title: | | | |
| Property Owner/Discharger Mailing Address: | | | |
| City: | County: | State: | Zip: |
| Telephone: | Fax: | Email: | |
| Assessor Parcel Number(s): | | Hydrologic Area/Subarea: | |
| Date(s) Waste Disposed: | | | |
| Quantity of Waste Disposed:<br>(in cubic yards for each disposal date) | | | |
| Disposal Location(s):<br>(for each disposal date) | | | |

## II. FINAL DISPOSAL CERTIFICATION

I certify, under penalty of law, that I have personally examined and am familiar with the information submitted in this document and all attachments and that, based on my inquiry of those individuals immediately responsible for obtaining the information, I believe that the information is true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment.

| | |
|---|---|
| Signature (Owner or Authorized Representative) | Date |
| Print Name | Title |

# ORDINANCE NO. 6211(a)

## AMENDMENT TO THE SONOMA COMPLEX FIRE CLEANUP EMERGENCY ORDINANCE NO. 6211, MAKING FINDINGS AND ADDING ENFORCEMENT PROVISIONS

Section I. Ordinance No. 6211, adopted with Emergency Findings as an urgency ordinance with approval of a four-fifths vote on October 31, 2017, is hereby amended at Section III, "Removal of Fire Damaged Debris from Private Property," Subsection 7, "Deadlines and Enforcement," to add subdivision (e) as follows:

"Section I. This ordinance shall be known as the Sonoma Complex Fire Cleanup Emergency Ordinance.

Section II. Emergency Findings. This urgency ordinance is adopted pursuant to California Government Code sections 25123(d) and 25131 and shall take effect immediately upon its approval by at least a four-fifths vote of the Board of Supervisors. The Board finds that this ordinance is necessary for the immediate preservation of the public peace, health and safety, based upon the following facts:

1. A large number of residential and commercial structures have burned in the Sonoma Complex Fire.

2. The potential for widespread toxic exposures and threats to public health and the environment exists in the aftermath of a major wildfire disaster. Debris and ash from residential and commercial structure fires can contain hazardous substances and the health effects of hazardous substances releases after a wildfire are well-documented.

3. The combustion of building materials such as siding, roofing titles, and insulation can result in dangerous ash that contains asbestos, heavy metals, and other hazardous materials. Household hazardous waste such as paint, gasoline, cleaning products, pesticides, compressed gas cylinders, and chemicals may have been stored in homes, garages, or sheds that may have also burned in the fire, also producing hazardous materials.

4. Exposure to hazardous substances may lead to acute and chronic health effects, and may potentially cause long-term public health and environmental impacts. Uncontrolled hazardous materials and debris pose significant threats to public health through inhalation of dust particles and contamination of drinking water supplies. Improper handling can expose workers to toxic materials, and improper transport and disposal of fire debris can spread hazardous substances throughout the community.

5. Standards and removal procedures are needed immediately to protect the environment and public health, and to facilitate coordinated and effective mitigation

of the risks to the environment and public health from the health hazards generated in the Sonoma Complex Fire disaster.

6. On October 23, 2017, pursuant to California Health and Safety Code section 101040, the County Health Officer issued an Emergency Order Prohibiting the Endangerment of the Community through the Unsafe Removal, Transport and Disposal of Fire Debris (the "Order").

7. The Order prohibits removal of fire debris from residential properties without first obtaining a hazardous materials inspection from the United States Environmental Protection Agency or the California Department of Toxic Substances. Pending the enactment of additional requirements to address the Sonoma Complex Fire disaster clean up, the Order requires authorization of the County of Sonoma before removing fire debris and providing debris bins to property owners for the purposes of the removal of fire debris.

8. It is essential that this ordinance become immediately effective in order to mitigate the harm that could be caused to the public health and safety and to the environment from improper disturbance, removal and/or disposal of debris containing hazardous materials, and to facilitate the orderly response to the Sonoma Complex Fire disaster.

Section III. Removal of Fire Damaged Debris from Private Property.

1. Definitions.

   (a) Director. The term Director shall mean the Sonoma County Director of Environmental Health and her/his designee.

   (b) OES Program. For purposes of this ordinance, the term "OES Program" shall mean the fire damage debris clearance program operated by the Office of Emergency Services for the Sonoma Fire Complex in conjunction with other State and Federal agencies.

   (c) Alternative Program. For purposes of this ordinance, the term "Alternative Program" shall mean the requirements for inspections and clean up established by the County of Sonoma for property owners that opt out of or are ineligible for the OES Program.

   (d) Private Action. For the purposes of this ordinance, the term "private action" shall mean the removal of fire debris from private property damaged by the Sonoma Complex Fire by persons not eligible for or opting out of the OES Program.

   (e) Removal of Fire Debris. The term "removal of fire debris" as used in this ordinance includes all cleanup of fire debris from structures resulting from the Sonoma Complex Fire, including removal, transport and disposal of fire debris, but it does not include the removal of personal property from residential sites unless such removal of personal property involves cleanup and the removal of ash from the property.

(f) Right of Entry Permit. The term "Right of Entry Permit" means the Debris Removal Right-of-Entry Permit (For Providing Debris Removal on Private Property) approved by the California Office of Emergency Services for use in the cleanup after the Sonoma Complex Fire.

(g) Board. The term "Board" means the Board of Supervisors.

2. Term of this Ordinance.
This ordinance shall take effect immediately upon adoption and shall remain in effect until the cleanup of fire debris has been completed on all properties damaged by the Sonoma Complex Fire.

3. Prohibition on Removal Fire Debris from Private Property.
No fire debris from structures shall be removed from private property without a hazardous materials inspection conducted either by the U.S. Environmental Protection Agency or California Department of Toxic Substance Control through the Office of Emergency Services' fire debris clearance program, or by an entity approved through the Alternative Program.

4. Removal of Fire Debris through the OES Program.

(a) Effect of the Right of Entry Permit: The Right of Entry Permit shall function as the sole permit and authorization for participation in the OES Program.

(b) Notwithstanding any contrary provision in Sonoma County Code Chapter 7, no county approvals or permits for fire debris removal are required for properties participating in the OES Program, other than the Right of Entry agreement.

5. Removal of Fire Debris through the Alternative Program.

(a) The County shall administratively adopt and administer the Alternative Program in the unincorporated areas of Sonoma County under the supervision of the County Administrator. The County shall utilize the state and federal standards and cleanup goals of the OES Program as the standards for the Alternative Program. Under the supervision of the County Administrator, the County may administratively update these standards as necessary to address ongoing changes in the administration of the OES Program and the need to efficiently remove hazardous fire debris from the community.

(b) For those persons who are not eligible for the OES Program, or who opt out of the OES Program, private action to remove fire debris from fire-damaged properties is prohibited unless and until a hazardous materials inspection has been performed and authorization from the Director has been provided pursuant to the Alternative Program.

(c) The Alternative Program shall require an application that identifies the appropriate licensed contractors who will perform the work and the submission of plans that demonstrate that the standards established in the Alternative Program will be met. Work shall not begin until the County approves the application. The

County may rely upon the subject matter expertise of multiple departments in deciding whether to approve the application.

(d) Upon completion of the work described in the approved plans, the Alternative Program shall require an application for certification of successful completion of the work required by the Alternative Program.

(e) Notwithstanding any contrary provision in Sonoma County Code Chapter 7, no county demolition permit shall be required for private debris removal work for which the Director has issued an approval allowing such work to proceed.

(f) The City of Santa Rosa shall administer its own alternative program within its jurisdictional boundaries and the Health Officer may assist the City of Santa Rosa in the enforcement of that alternative program. Pursuant to the Health Officer's Order, the Director shall be notified of applications within the city's alternative program, and compliance with the City's program is sufficient for the Order.

6. Hold on Building Permits.

(a) Any issued County of Sonoma building permit to repair or reconstruct a fire damaged structure or private infrastructure shall be held in abeyance and not acted upon until fire debris cleanup is completed on the affected property and completion is confirmed to the county Building Official, either through the OES Program or through the Alternative Program.

7. Deadlines and Enforcement.

(a) The Board may set deadlines for filing either an acceptable Right of Entry Permit in the OES Program or an acceptable application for the Alternative Program by resolution.

(b) Properties that have fire ash and debris from the Sonoma Complex Fire and that have neither an approved Right of Entry Permit for the OES Program nor an approved application for the Alternative Program by the deadline set by the Board may be declared a nuisance and health hazard.

(c) The Board may set deadlines for the completion of work in the Alternative Program by resolution. Properties that have fire ash and debris from the Sonoma Complex Fire after that deadline may be declared a nuisance and health hazard.

(d) The Board's intent is to facilitate orderly remediation of a large scale disaster. Nothing in these deadlines shall limit the authority of the County to abate hazards more quickly where required by exigent circumstances. Nothing in this ordinance or in these deadline limits the authority of the Health Officer to require preventive measures as defined in Health and Safety Code section 101040.

(e) Enforcement and Abatement. ~~RESERVED.~~

(1) **General Enforcement action**. When the Director determines that an activity is being performed in violation of this Ordinance, the Director may initiate an enforcement action using the process set forth in Section 1-7.3 of the Sonoma County Code and may seek the imposition of costs and civil penalties pursuant to section 1-7.1 of this code. Nothing in this provision is intended to prevent alternate enforcement mechanisms, including but not limited to, health officer orders pursuant to Health & Safety Code section 101040.

(2) **Summary Abatement**. Pursuant to the authority of Cal. Const., art. XI, Section 7; Health & Safety Code Section 101040, Government Code Section 25845, Sonoma County Code Sections 1-7, 11A-11, 11a-12 and 29-17, if the Director determines that a violation of this ordinance has created an emergency condition which seriously endangers the public health or safety, the County may abate the condition within the unincorporated territory of the County of Sonoma. The costs shall be charged to the property owner(s) and the County may, at its option, recover the same in an administrative or civil action. Such charges shall be in addition to any penalty for a violation of this Ordinance.

(i) Pre-Abatement Notice. Unless emergency conditions preclude doing so, the Director shall issue a Summary Abatement Notice and Order with reasonable notice. The Notice and Order shall be given to the property owner(s) as listed on the last equalized tax roll. A summary of the Notice and Order shall be posted in a conspicuous location on the property to be abated at least 10 days prior to the summary abatement action.

(ii) Appeal and Waiver. The property owner(s) or any person or entity having a legal interest in the property may submit a written appeal of the Director's Order to the Health Officer no later than 10 days from the date of mailing of the Notice and Order. The written appeal shall state the basis for the appeal. The Health Officer shall review the appeal and shall issue a written decision no later than 10 days after receipt. The Health Officer's Decision shall uphold, rescind or modify the determination of the Notice and Order. The Health Officer's Decision on the appeal shall be final. Failure to appeal within the time prescribed shall constitute a waiver of the right to contest the summary abatement.

(iii) Post Abatement Notice. After the summary abatement is completed, the Director shall serve the property owner(s) with a post abatement notice that sets forth: (a) The actions taken by the County; (b) the reasons for the actions; (c) a statement of the costs, expenses and attorneys fees, if any, of the abatement and notice of the County's intent to collect those costs; and (d) right to appeal the costs determination within 10 days of the notice. If the property owner is responsible for any costs, expenses or attorney's fees, such costs shall become a lien against the property and a Notice of Abatement Lien may be recorded.

(iv) Post Abatement Costs Appeal. If the property owner(s) or anyone with a legal interest in the property submits a timely costs appeal, the County shall schedule an administrative hearing on the matter and provide the appealing party with reasonable notice of the hearing. The hearing officer shall conduct an administrative hearing where each party shall have the opportunity to present evidence and the County shall have the obligation to establish that the costs, including expenses and attorney's fees, if any, incurred for the summary abatement were necessary by a preponderance of the evidence. After the hearing, the hearing officer shall issue a written decision and order that shall be served upon the appealing party within 30 days of the hearing unless extended by agreement of the parties.

(3) **Judicial Enforcement Action.** County Counsel is authorized to initiate judicial enforcement as to a violation of any provision of this Ordinance without further Board approval.

(4) **Remedies not exclusive.** The remedies identified are in addition to and do not supersede or limit any and all other remedies, civil or criminal. The remedies provided in this chapter shall be cumulative and not exclusive."

Section II. Adoption of this Ordinance is exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Public Resources Code Section 21080(b)(3) regarding projects to maintain, repair, restore, or replace property or facilities damaged or destroyed as a result of a declared disaster and Section 21080(b)(4) regarding actions to mitigate or prevent an emergency, and CEQA Guidelines Section 15269(a) regarding maintaining, repairing, restoring, demolishing, or replacing property or facilities damaged or destroyed as a result of a disaster stricken area in which a state of emergency has been proclaimed by the Governor pursuant to the California Emergency Services Act, commencing with Section 8550 of the Government Code.

Section III. If any section, subsection, sentence, clause, or phrase of this Ordinance is for any reason held to be unconstitutional or invalid, such decision shall not affect the validity of the

remaining portion of this Ordinance. The Board of Supervisors hereby declares that it would have passed this Ordinance and every section, subsection, sentence, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared unconstitutional or invalid.

Section IV. This Ordinance shall be and the same is hereby declared to be in full force and effect immediately upon its passage by a four-fifths (4/5) or greater vote. A fair and accurate summary of this ordinance shall be published once before the expiration of fifteen (15) days after said passage, with the names of the Supervisors voting for or against the same, in *The Press Democrat*, a newspaper of general circulation published in the County of Sonoma, State of California.

In regular session of the Board of Supervisors of the County of Sonoma, introduced and passed on the 21st day of November, 2017, on regular roll call of the members of said Board by the following vote:

**SUPERVISORS:**

Gorin: Aye Rabbitt: Aye Gore: Aye Hopkins: Aye Zane: Absent

Ayes: 4 Noes: 0 Absent: 1 Abstain:

**WHEREUPON,** the Chair declared the above and foregoing Ordinance duly adopted and

**SO ORDERED.**

Chair, Board of Supervisors
County of Sonoma

ATTEST:

Sheryl Bratton,
Clerk of the Board of Supervisors

# Guidance for Conducting Emergency Debris, Waste and Hazardous Material Removal Actions Pursuant to a State or Local Emergency Proclamation

*October 7, 2011, Version 1.4.3*

California Environmental Protection Agency

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# 1. Introduction

In December 2010, the California Environmental Protection Agency (Cal/EPA) convened a Asbestos Debris Task Force to address the challenges the State of California faces for removing hazardous materials, waste, and debris from commercial and residential[1] areas during state and federal disaster response and recovery operations. The Task Force included members of the Air Resources Board (ARB), Bay Area Air Quality Management District (BAAQMD), California Emergency Management Agency (Cal EMA), Cal/EPA, California Air Pollution Controls Officers Association (CAPCOA), the Department of Resource, Recovery and Recycling (DRRR, aka CalRecycle), Department of Toxic Substances Control (DTSC), State Water Resources Control Board (SWRCB), and the U.S. Environmental Protection Agency (USEPA).

Previously, waste and debris removal from catastrophic incidents must be handled in accordance with the National Emissions Standards for Hazardous Air Pollutants (NESHAP). The Task Force sought to identify and agree on debris management options to address local, state, and federal regulations during a natural disaster or man-made incident. A sub-committee led by Cal/EPA and representatives from ARB, Cal/EPA, CalRecycle, and DTSC was formed to address the development of debris management guidance and protocols that would address the NESHAP regulations, while utilizing best management practices to maintain protection of human health and the environment.

This guidance document was created by the Task Force for conducting emergency hazardous material, waste, and debris removal actions under a local or state Proclamation of a State of Emergency.

[1] Residential means an area where the primary land use is housing, as opposed to industrial and commercial areas. Housing may vary significantly between, and through, residential areas. These include single family housing, multi-family residential, or mobile homes. Other land use area must be evaluated for site specific hazards.

## 2. Purpose

The purpose of this guidance to identify and standardize the approach for local and state agencies to utilize for conducting debris, waste, and hazardous material removal activities under a local or state Proclamation of a State of Emergency. This guidance identifies best management practices (BMP) for undertaking the removal of debris and hazardous materials (including asbestos) from residential and commercial structures after a natural disaster or large scale incident. These best management practices and standardized methods will provide a consistent statewide approach to the development of a debris management plan for conducting emergency removal and cleanup actions to protect response personnel, the surrounding community, public health, and the environment. *It should be noted that this document does not discuss debris from industrial sites. These waste streams should be separately characterized, handled, and disposed of outside residential and commercial waste streams.*

## 3. Background

Each year a disaster strikes California that produces debris which contains potentially hazardous substances. In addition to hazardous materials, debris from large scale incidents and natural disasters also includes building materials, sediment (sand, gravel), vegetative or organic matter (trees, etc.), vehicles, electronics, clothing, and other personal property. Debris from a catastrophic incident should be cleaned up, transported and disposed of in a manner that protects public health, meets worker safety standards and conforms to the applicable local, state, and federal requirements.

In the wake of a natural and human-caused emergency or disaster, local and state governments are left with the challenge of conducting the cleanup. Inconsistent protocols for the proper identification, handling, and disposal of residential, commercial, and industrial debris and hazardous materials may result in potential health and environmental impacts. An effective coordinated response from local and state agencies with jurisdictional and regulatory authority to conduct response actions is needed to assess, contain, identify and remove hazardous materials, waste and debris that pose threats to public health and the environment.

Recent residential debris cleanup activities by the California Department of Resources Recycling and Recovery (CalRecycle) and Department of Toxic Substances Control (DTSC) have identified inconsistent interpretation of the policies and regulations for conducting emergency debris removal actions throughout state. The main issue is whether or not the structural ash and debris from a wildland fire or other large-scale disaster should be treated as asbestos containing material (ACM) under the National Emissions Standards for Hazardous Air Pollutants (NESHAP) due to the assumption that the ash and debris may contain asbestos. DTSC currently classifies asbestos-containing material as hazardous waste if the waste contains more than one percent (>1%) friable asbestos. Some California Air Quality Management Districts (AQMD) have determined all the ash and commingled debris from a structural fire event should be managed as a California hazardous asbestos containing waste in accordance with the federal asbestos NESHAP and local air quality regulations. However, other air districts have not mandated this requirement and have cited the NESHAP exemption for single family homes. This has resulted in inconsistent cleanup and waste disposal practices for local governments and homeowners throughout the state.

Based on an assessment of structural burn debris from the 2003 and 2007 California Wildfires in San Bernardino and San Diego Counties, the ash and debris from burned residential structures can contain concentrated amounts of heavy metals, such as antimony, arsenic, cadmium, copper, lead, and zinc that can pose a health risk. The residual materials may also contain other chemicals of concern, such as polycyclic aromatic hydrocarbons (PAHs), chlorinated polycyclic aromatic hydrocarbons, and occasionally asbestos. Asbestos containing building materials (ACM) can include stucco, roofing, floor tile, fireplace insulation, furnaces, wall insulation (e.g. vermiculite), acoustical treatments, sheetrock, joint compound, construction adhesives, vapor barriers, pipe wraps, electrical wiring insulation, and other common building materials.

Results from air and bulk ash samples collected during previous wildfires and the 2010San Bruno natural gas pipeline explosion reveal that asbestos fibers from building materials containing asbestos may be consumed and the remnants dispersed into the thermal column of the fire[2]. According to the local air quality management district, the homes impacted by the fire contained significant asbestos containing building materials.

[2] San Bruno Debris Removal – Final Report, CA Dept. of Resources, Recycling and Recovery, February 2011. San Bruno Fire Letter Report to U.S. EPA, Ecology and Environment, November 19, 2011.

On-site air sampling for asbestos fibers during debris removal activities revealed 13 of 162 air samples contained asbestos; however, all asbestos air samples were below the Cal/OSHA permissible exposure limit (PEL) of 0.1 fiber/cubic centimeter, and transmission electron microscopy (TEM) analysis revealed only a few asbestos structures detected in any of the air samples collected along the property line at each residential lot.

In addition, results from community air sampling around the disaster site detected virtually no particulate matter or asbestos fibers during debris removal activities. Analytical results from samples collected of the burn ash revealed that asbestos fibers were not present above the DTSC or USEPA regulatory threshold of one percent. As further evidence of the fires destructive properties, only five out of 79 bulk building material samples contained asbestos greater than one percent (1%). These materials were primarily floor titles under the burn ash or in areas not exposed to extreme heat.

While the low concentrations of hazardous substances noted above are generally not classified as a California hazardous waste, they may pose an environmental and public health risk if the material is not properly handled or is allowed to enter the ecosystem. To protect the public from exposure to any potentially hazardous materials, and to reduce any environmental threats, consist handling and disposal practices and procedures should be implemented statewide.

## 4. Public Health Impacts from Disasters

There is a potential for widespread toxic exposures and threats to public health and the environment in the aftermath of major disasters. The health effects of hazardous substances releases following earthquakes, floods, and wildfires are well-documented. Exposure to hazardous substances may lead to acute and chronic health effects, and may potentially cause long-term public health and environmental impacts. Uncontrolled hazardous materials and debris pose significant threats to public health through inhalation of dust and particulates and contamination of drinking water supplies. It is critical that response efforts to address hazardous substance and debris removal are taken as quickly as possible to abate these impacts. State and local governments may need to enter private property to clear fire ash and debris, or to demolish and remove private structures made unsafe by disasters, to eliminate immediate threats to life, public health, and safety. Additional information on public health impacts from disasters can be found in Appendix B.

## 5. Conducting Emergency Removal Actions

During a local or state declaration of a State of Emergency, rapid response action is necessary to protect response personnel and the public from potential exposure to uncontrolled hazardous materials and substances. Previous disasters have demonstrated exposures to response personnel, and have shown that residents returning to their communities have encountered hazardous materials contained within the dust and debris. Without the proper identification, handling, and removal of hazardous materials and debris (including asbestos), the public will continue to be at the risk of exposure. Conducting emergency removal actions will mitigate threats posed by the uncontrolled hazardous substances that may be encountered from a natural or man-made disaster.

For the purposes of this guidance, “hazardous materials” is a general term intended to mean hazardous substances, pollutants, and contaminants as defined in the National Oil and Hazardous Substances Pollution Contingency Plan (NCP), 40 CFR Part 300, and the California Health and Safety Code (HSC) § 25316. Hazardous materials include chemical substances, whether accidentally or intentionally released and because of

their quantity, concentrations, or physical or chemical characteristics, pose a significant present or potential hazard to human health and safety or to the environment if released into the community [HSC §25411(c) 3].

A "release" means any spilling, leaking, escaping, leaching, dumping, or disposing into the environment [HSC §25411(d)]. Public health, safety, and welfare may be endangered by airborne, waterborne, or soil releases of substances which are toxic or injurious to humans or the environment [HSC 39650(a)].

Standard operating procedures should be considered for the following residential and commercial areas when undertaking removal activities: health and safety of response and cleanup personnel; the assessment, containment, identification and removal of hazardous materials, asbestos containing materials (ACM), and household hazardous waste (HHW); air monitoring and air sampling during removal activities; waste classification; and, the transport and disposal of wastes.

### a. Health and Safety

Before conducting assessment and removal activities, and to the extent possible, the site should be rendered safe from all structural hazards posed by partially collapsed buildings, electrical line, fall hazards, etc.

A site-specific Heath and Safety Plan (HASP) must be developed which meets the Occupational Safety and Health Administration (OSHA) requirement of 29 CFR 1910.120, Hazardous Waste Operations (HAZWOPER), and Title 8, Section 5192 of the California Code of Regulations (CCR).

All elements required by 29 CFR 1910.120 and CCR Title 8, Section 5192, should be thoroughly discussed in the HASP. These elements should address hazardous waste operations and emergency response and include: a health and safety program; site characterization and analysis; site control; personnel training requirements; medical surveillance; engineering control work practices; personal protective equipment (PPE) for employee protection; air monitoring; and, decontamination. The goal is to produce a site-specific safety plan that covers all activities being conducted for all personnel entering the site.

Additionally, a community safety plan may be necessary to meet the Community Right-To-Know Act due to the nature of the ash and debris. A community health and safety plan can help increase the public's knowledge and access to the information on the debris removal and the related hazards. This information will help protect the public health and the environment.

### b. Hazardous Materials Assessment and Removal

Standard operating procedures for conducting hazardous material (hazmat) assessment activities should be followed pursuant to CalOSHA and OSHA HAZWOPER requirements noted In Section 5a above.

Prior to commencing debris removal activities, all areas are to be cleared of hazardous materials, including the removal of easily identifiable (visible) gross asbestos, radioactive, and explosive materials. Explosive material includes firearms and ammunition, black powder, blasting caps, some fireworks, and military ordinance. If explosive materials are identified on-site, they should be handled by trained personnel and removed immediately to ensure safety of the public. If local agencies are unable to address explosive materials through their cleanup contract resources, contact the local law enforcement authority to provide assistance.

Prior to the removal of hazardous materials and household hazardous wastes (HHW) a California Division of Occupational Safety and Health (DOSH) Certified Asbestos Consultant (CAC) should assess and sample all residential, and other affected areas of the site, to identify and remove gross asbestos. This is to ensure that any areas identified as containing gross asbestos material will not be disturbed by hazardous materials cleanup personnel. Any ACM that is not found on the ground due to natural forces may be subject to the NESHAP requirement. Once the removal of easily identifiable gross asbestos has been completed, hazardous material and HHW may be identified, segregated, classified, and properly removed from the site.

Initial hazmat assessment activities must include screening for radioactivity and ensuring that a flammable atmosphere does not exist. Typical hazardous materials include HHW such as: automotive/marine batteries; automotive oils and fuel; compressed gas cylinders; propane tanks; herbicides and pesticides; solvents, paint thinners and strippers; oil and latex-based paints; and pool chemicals.

### c. Air Monitoring and Surveillance

Both onsite (industrial hygiene) and offsite (community based) air monitoring should be considered when planning debris removal operations for disaster recovery. A community based air monitoring program may be especially

important if there are elevated concerns about the impact to the surrounding community from recovery operations.

**Onsite Air Monitoring**

An onsite (industrial hygiene) air monitoring program is defined as one conducted within the immediate debris removal area with the objective of protecting occupational health and quantifying dust mitigation practices.

**Community Based (Offsite) Air Monitoring**

No off-site migration and/or emission of dust or airborne contaminants is expected from disaster debris removal operations when appropriate dust mitigation controls are in place, as recently demonstrated during recovery operations following the 2010 San Bruno natural gas pipeline explosion. However, a community based air monitoring program may be established to monitor offsite migration of airborne contaminants, especially if adjacent neighborhoods are reoccupied. Sampling or monitoring can also target sensitive population centers or locations such as schools and hospitals. While community monitoring is not required during disaster recovery efforts, increased community sensitivity following a disaster may justify a monitoring program.

Please see Section 5, Best Management Practices, below for guidance on performing air monitoring and sampling during debris and hazardous material removal operations.

### d. Waste Classification

Because the debris, burn ash, and other wastes identified during cleanup activities may include asbestos, as well as, heavy metals such as mercury or copper, federal regulations such as the Resource Conservation and Recovery Act (RCRA), the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), and the NESHAP may be applicable. Any State regulations that are more stringent than the federal requirements may be applicable to conducting the cleanup. Local agencies undertaking the removal action should consult with their state counterparts to identify any regulations that may apply if they have not be suspended or waived under the emergency proclamation.

In conducting removal activities as a result of a disaster or large scale incident, the local or state agency that is undertaking the action may be considered the "lead agency." The lead agency shall be responsible for the proper identification and classification of wastes generated during the cleanup. Waste streams are generally characterized through sampling and analysis, although some wastes can be identified through standard industrial and commercial processes.

In classifying waste streams, it must be determined whether a material is a waste or a product. This determination is important for establishing requirements for disposition of the material. To make this determination, two questions must be answered:

(1) What is the material composed of (for example, spent solvent, tires, commercial product, or wastewater, etc.)?

(2) What is, or has been, done with the material (for example, generated or produced, disposed of, or recycled)?

RCRA, 40 CFR § 261.2 defines a solid waste as any material that is abandoned or recycled or is inherently waste-like. When this determination is used to characterize waste streams during a cleanup, it is sometimes referred to as "generators knowledge of the waste."

Some waste streams from wildfires and other natural disasters may be considered "special waste" similar to those classified as universal wastes. This classification would require the burn ash and debris to be disposed and handled in a manner that is protective of both environment and public health.

NESHAP landfill requirements are separate from the Resource Conservation and Recovery Act (RCRA) solid waste regulations and state or local permit requirements. To determine if the material falls within the NESHAP requirements for disposal, the material must contain greater than1% asbestos identified by the polarized light microscopy (PLM) method. Asbestos-containing waste material (ACWM) can only be disposed of in a landfill that meets the Asbestos NESHAP requirements. Non-friable asbestos which will not be made friable through such demolition or renovation activities as sanding or grinding do not have to comply with these disposal requirements. Asbestos-containing material is also subject to state and local solid waste regulations. During an emergency, local or state proclamations of a State of Emergency may suspend or waive requirements for landfill disposal facilities.

If a waste stream is characterized as non-hazardous waste through analytical results, or the generators knowledge of the waste, consideration could be given to transport and dispose of the waste stream as non-hazardous asbestos containing waste. This classification will ensure the burn ash and debris generated after a disaster is properly handled to protect all on-site and disposal facility personnel, waste haulers, and landfill operators are aware of the potential risk of exposure to the waste stream.

### e. Transport and Disposal

The lead agency for undertaking the emergency removal actions must ensure compliance with applicable federal and state laws and regulations for transportation and disposal. A representative for the lead agency or generator must sign manifests for shipping solid and hazardous waste off site.

There is no Federal requirement to complete a RCRA hazardous waste shipment record for asbestos. The California Hazardous Waste Manifest (CHWM) would meet all of the requirements of the Asbestos NESHAP Waste Shipment Record (WSR). However, to use only the CHWM for shipping ACM waste, the following information must be added to the form:

1. Facility name and address where the waste is generated.
2. Facility owner name and telephone number (if different from generator).
3. Local District, state, an USEPA Regional office responsible for implementing the NESHAP regulation.
4. Quantity of material described in cubic yards.
5. Description/breakdown of material in friable and non-friable form.
6. Transporters address and telephone number.

Disposal of waste should be placed within a landfill cell that does not contain municipal or general garbage (sanitary waste). The pH of waste found in cells containing sanitary waste can be acidic and react and create “off-gassing” of hazardous materials.

### f. Post Removal Site Control

When removal actions have been completed by a local or state agency, control of the affected property will be returned to the property owner. During the transition, the local or state agency that conducted the cleanup will provide the

owner with a checklist of actions that have been completed and what activities remain (see Appendix H). Post removal site control (PRSC) includes actions necessary to ensure the effectiveness and integrity of the removal action. Post removal site control may also be conducted by local or state authorities, property owners, responsible parties, or the federal government. Post removal site control may also include institutional controls to restrict activities if hazardous substances remain that may present a long term health or environmental effect. Examples of institutional controls include: land or resource use; deed restrictions; well-drilling prohibitions; building permits; and, well use advisories. If no commitment is made to conduct PRSC, site conditions could worsen causing a release or threat to public health and the environment.

# 6. Best Management Practices

The following Best Management Practices should be utilized when undertaking removal actions pursuant to a declared State of Emergency. These BMPs should be undertaken to address the removal of hazardous materials, household hazardous waste (HHW), debris, asbestos containing materials (ACM's), and air monitoring and sampling from the disaster or incident site. Use of BMPs will also ensure the proper management and removal of hazardous materials, debris, burn ash, and other asbestos containing materials in a manner that ensures protection of public health and the environment, as well as, ensuring the health and safety of on-site personnel.

## a. Health and Safety

1. It is recommended that all on-site cleanup personnel entering the exclusion zone must be 40-hour HAZWOPER trained Under 29 CFR 1910.120, and CCR Title 8, Section 5192, and will be required to wear Level C PPE.
2. A full time heath and safety officer will be assigned to the project. It is recommended that the health and safety officer be a certified industrial hygienist (CIH).
3. Depending on the task and activity, all cleanup contractors' working on-site must have the following certifications and licenses:
    a. State Contractor's License – Must include an asbestos certification component (If conducting ACM removal), and general engineering, demolition and hazardous substance certifications depending on the task performed.
    b. Department of Occupational Safety & Health Asbestos Registration Number (If conducting ACM removal).
    c. Hazardous Waste Transporter Registration Number – Issued by CA Department of Toxic Substances Control
    d. RCRA EPA ID Number – Issued by USEPA, Region 9
    e. USDOT, Pipeline and Hazardous Materials Safety Administration - Hazardous Material Certificate of Registration
    f. California Highway Patrol - Hazardous Materials Transportation License
    g. USDOT, Federal Motor Carrier Safety Administration - USDOT Identification Number
    h. California DMV – Motor Carrier permit

### b. Hazardous Materials and Household Hazardous Waste (HHW)

1. The property, site or affected area of the disaster should be assessed for hazardous materials and household hazardous waste.
2. A Cal/OSHA Certified Asbestos Consultant (CAC) will be utilized to assess the area or each residential or commercial property for easily identifiable and removable pieces of ACM. After assessing each property or area, the CAC will consult with a licensed asbestos removal contractor to identify the location and area of ACM to be removed.
3. A Cal/OSHA certified Asbestos Removal Contractor will be responsible for overseeing the safe removal of ACM identified on-site by the CAC.
4. All on-site personnel working to remove ACM must have received the necessary health and safety training for conducting asbestos removal activities pursuant to OSHA 1910.100, and CCR Title 8, Section 5192, and will be required to wear Level C PPE when working in the exclusion zone.
5. All gross ACM that can easily be removed from the site will be adequately wetted prior to being bagged or bulked for removal. The easily identifiable gross ACM can be double-bagged and appropriately labeled as ACM. (At a minimum the plastic bags must be of at least 6-mil thickness.)
6. If bulk loading of ACM is utilized, the bin or container used for transport (e.g. end-dump trailer or roll-off box) shall be double-lined with 10-mil ploy in such a way that once loaded both layers can be sealed up independently.
7. HHW and hazardous materials identified on-site will be characterized, segregated, staged, consolidated, and packaged for transport and disposal by a licensed environmental contractor.
8. As noted in Sub-Section a. Health and Safety (above), all on-site cleanup personnel must be 40-hour HAZWOPER trained Under 29 CFR 1910.120, and CCR Title 8, Section 5192.
9. All hazardous waste and HHW removed from the site will be manifested and transported to a permitted treatment, storage, and disposal facility in good standing with local, state, and federal agencies.
10. Disposal facility emergency waivers and suspension of regulations for disposing of hazardous wastes generated from a disaster or large scale event must be coordinated with the local enforcement agency (LEA) and Regional Water Quality Control Board.

### c. Debris and Asbestos Containing Material (ACM)

If the burn ash or building material on the ground is from structures completely destroyed by natural forces (as opposed to structures demolished in whole or in part by human activity), this material is not subject to the

Asbestos NESHAP as it relates to the demolition and renovation, transport and disposal requirements. If the building material and debris is not completely destroyed and requires further demolition, it may be subject to the Asbestos NESHAP.

At a minimum, the flowing BMPs should be used for undertaking debris removal activities:

1. A California DOSH Certified Asbestos Consultant (CAC) will be utilized to assess the area or each residential or commercial property for easily identifiable and removable pieces of ACM. After assessing each property or area, the CAC will consult with a licensed asbestos removal contractor to identify the location and area of ACM to be removed.
2. A Cal/OSHA registered Asbestos Removal Contractor will be responsible for overseeing the safe removal of ACM identified on-site by the CAC.
3. All on-site personnel working to remove ACM must have received the necessary health and safety training for conducting asbestos removal activities pursuant to OSHA 1910.100, and CCR Title 8, Section 5192, and will be required to wear Level C PPE when working in the exclusion zone.
4. As noted in Sub-Section a. Health and Safety (above), all on-site cleanup personnel must be 40-hour HAZWOPER trained Under 29 CFR 1910.120, and CCR Title 8, Section 5192.
5. The affected disaster or incident area (commercial, residential, or rural properties) will be screened by a CAC to identify all gross ACM that can be easily removed from the ground or structure prior to debris removal activities.
6. Request an asbestos consultation from the state or local AQMD for any structure that is not completely destroyed or for any structure with vermiculite insulation, for large “facility” components or material that will be broken up upon movement, or for other asbestos issues as identified by the CAC. Note: Current field definition of destroyed means the structure does not have a roof or any load bearing walls.
7. During asbestos screening process, it is recommended that bulk samples be collected from 10 to 20 percent of the representative structures that have not been destroyed to determine the presence of ACM above NESHAP regulations, and to ensure residual building

materials do not contain asbestos that may change the overall waste classification.

8. All gross ACM that can be safely and easily removed from the site will be adequately wetted prior to being bagged or burrito wrapped to meet the NESHAP leak-tight requirement for removal. The easily identifiable gross ACM can be double-bagged and appropriately labeled as ACM. (At a minimum the plastic bags must be of at least 6-mil thickness, and the contents must remain wet.)
9. If bulk loading of ACM is utilized, the bin or container used for transport (e.g. end-dump trailer or roll-off box) shall be double-lined with 10-mil ploy in such a way that once loaded both layers can be sealed up independently.
10. Conduct on-site and off-site air monitoring and sampling for asbestos and heavy metals during all ACM and debris removal operations to demonstrate the effectiveness of engineering controls to protect cleanup personnel and the surrounding community.
11. Engineering controls must be utilized to maintain dust and fiber control during removal activities. A water fog must be used during debris handling, bulking/bagging, and waste loading operations. It is recommended that cleanup contractors will use fire grade firefighting nozzles with shut off valves for dust control. The fire nozzle shall have sufficient water pressure to generate a high mist fog stream. The fire nozzle should have an adjustable flow rate, preferably 20 to 60 gallons per minute, and constructed of hard coated aluminum with brass and stainless steel internal components. Plastic nozzles should not be used. While the costs of metal firefighting nozzles are significantly more than plastic nozzles, metal nozzles are only able to generate a sufficient fog to control dust.
12. All burn ash and debris must be sufficiently wetted 48 to 72 hours in advance of initiating removal of the material. The water shall be applied in a manner so not to generate significant runoff. Engineering controls for storm water discharges must be in place prior to dust control operations.
13. All waste material that is not loaded out at the end of each workday should be stockpiled, sufficiently wetted, and/or covered to prevent the offsite migration of contaminants.
14. All waste haulers who observe loading operations outside of the vehicle cab, and/or covering (e.g. tarping) the trailer or container must wear Level C PPE.

15. All approved landfill operators that may come in contact with the waste during off-loading operations should follow their facilities protocols for wearing PPE and respiratory protection.
16. All ACM and debris removed from the property, site or area must be manifested and transported for disposal to a permitted treatment, storage, and disposal facility in good standing with local, state, and federal agencies.
17. Cal/OSHA may require procedures for the receiving landfill facility to establish an appropriate site safety plan for the protection of the facility employees to potential ACM in the waste stream.
18. Disposal facility emergency waivers, and suspension of regulations for disposing of wastes generated from a disaster or large scale event, must be coordinated with the local enforcement agency and the Regional Water Quality Control Board.

### d. Air Monitoring and Sampling

To demonstrate the effectiveness of BMPs and the engineering controls used during emergency debris removal actions, air monitoring and sampling activities should be conducted in the exclusion zone (on-site) and along the perimeter of the site (community-based) during removal activities, as well as non-work hours to establish relevant background air pollution levels.

On-Site Monitoring and Sampling

1. Document onsite air monitoring activities in a Site-Specific Health and Safety Plan (HASP).
2. All personnel entering the immediate removal area should be required to wear Level C PPE, as defined in CCR Title 8 Section 5192; this level of PPE may be downgraded based on results of industrial hygiene air sampling.
3. Sample/monitor for dust, heavy metals, and asbestos. Particulate matter monitoring shall be done by direct reading instruments for real-time analysis. Heavy metal sampling can be conducted via cartridge or filter analysis using National Institute for Occupational Safety and Health (NIOSH) Method 7300 (metal scan). Asbestos samples should be collected with a 50mm antistatic cowel on a 25mm MCEF cassette and analyzed by transmission electron microscopy (TEM) NIOSH Method 7402 (high volume).
4. Collect at least one upwind and two downwind dust samples from the immediate debris removal area in a triangular configuration.

5. Personal air sampling collected in the breathing zone of site cleanup workers should be conducted for dust, heavy metals, and asbestos; Sampling can be representative rather than comprehensive so long as monitored personnel represent of various onsite operators, laborers, and supervisors.
6. The onsite air monitoring program shall include steps to modify debris removal operations to reduce the potential for exposures above the NIOSH Recommended Exposure Limits, the Threshold Limit Values published by the American Conference of Governmental Industrial Hygienists (ACGIH), or other protective occupational health guidance used in the site specific HASP.
7. It is recommended that a full-time safety officer be assigned to the removal operations, preferably a certified industrial hygienist (CIH).
8. At the conclusion of the debris removal project, a summary of air monitoring activities and any resulting health and safety issues should be provided to the project manager or Operations Chief.

Off-site (Community-Based) Monitoring and Sampling

1. Coordinate any monitoring and sampling efforts with county environmental health departments and local Air Quality Management Districts. Additional State and federal resources are available if local resources are unavailable or exhausted. The favored approach is an interagency effort with either the Air District or local health department as the lead agency.
2. Develop a Sampling Plan and document community monitoring activities in a Community Health and Safety Plan.
3. Monitoring may be for particulate matter alone or in combination with asbestos or other suspected contaminants. Particulate matter can serve as a proxy for the migration of other particulate-type airborne contaminants, but not gases and aerosols, which need separate monitoring.
4. Direct read or near real-time dust measurement instrumentation such as a data ram is preferred and allows immediate feedback to removal operations and to impacted communities.
5. If instituted, community monitoring should be conducted in both upwind and downwind locations relative to debris removal operations and/or the immediate impacted area.
6. Occupational health recommendations cannot be used in determining risk to public health. Only public health guidance values can be used to interpret community monitoring data.
7. Twenty-four hour average particulate matter concentrations ($PM_{2.5}$ or $PM_{10}$) should be equal to or less than 35 $\mu g/m^3$; 8-hr averages should be

equal to or less than 50 µg/m$^3$; and, 3hr averages should be equal to or less than 88 µg/m$^3$.[3]

8. Public health guidance values for other airborne contaminants are available from the Office of Environmental Health Hazard Assessment (http://oehha.ca.gov/air/allrels.html) or from the US Environmental Protection Agency provisional advisory levels (http://oaspub.epa.gov/eims/eimscomm.getfile?p_download_id=500613).

### e. Storm Water Controls

One of the most prevalent water pollution threats from burn sites is the discharge of ash and other burn related debris into storm drains or natural receiving waters. Sites where debris and ash have been removed are often graded and have soils prepared similar to those of construction projects. Debris removal and site clearing activities increase the exposure of soils to wind, rain, and concentrated flows that cause erosion and adversely impact storm water quality with high levels of total suspended solids (TDS) and many other pollutants, which subsequently impacts surface waters.

The main objective is to provide BMPs that stabilize disturbed soil and reduce sediment transport caused by erosion from entering a storm drain system or receiving water body during debris removal after a disaster. BMPs for storm water controls may include the use of fiber rolls, silt fences, erosion control blankets, hydro seeding, soil binders, and other devices to reduce sediments. Effort should be made to preserve existing vegetation, if practicable. Once the removal has been completed, operation and maintenance of storm water control measures must be maintained by the property owner or the local government. Please see Appendix F, Storm Water Controls, for specific information on the application of BMPs for storm water control.

[3] References:
National Ambient Air Quality Standards for Particulate Matter Final Rule, October 17, 2006
Revising the Air Quality Index and Setting a Significant Harm Level for PM2.5, February 12, 2007, US EPA Office of Air Quality Planning and Standards, www.epa.gov/airnow/aqi_issue_paper_020707.pdf
Wildfire Smoke: A Guide for Public Health Officials, Revised July 2008, www.arb.ca.gov/carpa/docs/wildfire-smoke-guide.pdf

# Appendix A – Glossary

Below is a list of acronyms and terms, and their associated definitions.

AAR – After Action Report

ACM – Asbestos Containing Material

ACWM – Asbestos Containing Waste Material

ACGIH – American Conference of Governmental Industrial Hygienists

AQMD – Air Quality Management District

ARB – Air Resources Board

BDO – Boards, Departments and Offices

BMP – Best Management Practices

CAC – Certified Asbestos Contractor

Cal EMA – California Emergency Management Agency

Cal/EPA – California Environmental Protection Agency

Cal Fire – California Department of Forestry and Fire Protection

Cal/OSHA – California Occupational Safety and Health Administration

CalTrans – California Department of Transportation

CAPCOA – California Air Pollution Controls Officers Association

CCR – California Code of Regulations

CDPH – California Department of Public Health

CERCLA - Comprehensive Environmental Response, Compensation and Liability Act

CFR – Code of Federal Regulations

CHWM – California Hazardous Waste Manifest

CIH – Certified Industrial Hygeinist

CSWC – California State Warning Center

DEH – Department of Environmental Health

DMV – Department of Motor Vehicles

DOSH – Division of Occupational Safety and Health

DPR – California Department of Pesticide Regulation

DRRR – California Department of Resource Recovery and Recycling (Cal Recycle)

DTSC – California Department of Toxic Substances Control

DW – Drinking Water

EF – Emergency Function

EOC – Emergency Operations Center

ERMaC – California Emergency Response Management Committee

HASP – Health and Safety Plan

HAZMAT – Hazardous Materials

HHW – Household Hazardous Waste

HSC – California Health and Safety Code

ICS – Incident Command System

LEA – Local Solid Waste Enforcement Agency

MAC–G - Multi-agency Coordination Group

NESHAP – National Emission Standards for Hazardous Air Pollutants

NIOSH - National Institute for Occupational Safety and Health

OEHHA – California Office of Environmental Health Hazard Assessment

PLM – Polarized Light Microscopy

PPE – Personal Protective Equipment

RCRA – Resource Conservation and Recovery Act

RWQCB - Regional Water Quality Control Board

SEMS – Standardized Emergency Management System

SOG – Standard Operating Guides

SWRCB – State Water Resources Control Board

US DOT – United States Department of Transportation

WSR – Waste Shipment Record

USEPA – United States Environmental Protection Agency

# Appendix B - Public Health Impacts of Recent California Disasters

There is a potential for widespread toxic exposures and threats to public health and the environment in the aftermath of major disasters. The health effects of hazardous substances releases following earthquakes, floods, and wildfires are well-documented. Some exposures may lead to acute health effects, while releases of hazardous substances may potentially cause long-term public health and environmental impacts. In general, CalEPA use the inherent hazards and extent of toxic releases to guide its emergency response and recovery efforts.

For example, residents returning to a neighborhood destroyed in a wildfire may be exposed to contaminants in debris and ash via dermal and inhalation exposure, both of which may result in adverse health effects. Contaminants may also pose an occupational health risk for recovery and public safety workers deployed to the area, as well risk to surface water and groundwater quality. Constituents of concern in burned debris include:

- Metal residue from batteries, treated wood, melted plumbing, building materials, and automobiles;
- Pesticides and herbicides from lawn, garden, and home products;
- Polycyclic aromatic hydrocarbons (PAHs) including dioxins and furans from burned tires, plastics, and substances containing hydrocarbons;
- Asbestos from building materials, insulation, flooring, and roofing materials, especially in older homes;
- Polychlorinated biphenyls (PCBs) from appliances, transformers, and automotive parts;
- Solvents, paints, fuels such as propane, and pool chemicals.

Removal of fire ash and debris is in the public interest because it can significantly reduce or eliminate immediate threats to life, public health or safety.

### A. Threats to Drinking Water Supplies following Wildfires

Drinking water supplies are subject to decrements in quality from deposition of toxics following wildland and residential fires. Particulate matter and ash are easily dispersed by wind and, depending on particle size, may deposit directly into the water or may fall out of the sky with precipitation. Likewise, any surface runoff, including storm drain effluent from burned areas, may result in contaminated surface water. This runoff can contaminate streams that feed drinking water reservoirs, and ultimately affect the water quality of the reservoirs themselves. In addition, groundwater is at risk from

contamination from toxic chemicals from the burned areas as they migrate into the aquifers that supply drinking water wells. Such uncontrolled contamination of drinking water supplies can affect hundreds of thousands of residents who rely on clean public drinking water sources.

The impacts of fire ash on water quality are well-known. Fire ash contamination can result in elevated turbidity levels in surface water, creating problems with filtration and disinfection. Ash can impact the pH of the drinking water supply, making it more difficult to remove the turbidity from the water supply through required water quality treatments. Destruction of surrounding vegetation may result in soil erosion during rain storms, thus creating an ongoing turbidity and debris problems in the water treatment plants. In addition, ash contains heavy metals, such as arsenic and lead, which have drinking water standards which will likely be exceeded because of runoff.

Analytical results from the Drinking Water Branch of the California Department of Health showed that contaminant levels rose dramatically in several drinking water reservoirs that serve the San Diego are following the 2003 Cedar and Paradise Fires. One week following the 2003 fires, arsenic concentrations rose to 29.9 parts per billion (29.9 ppb), three times the maximum contaminant level (MCL) of 10 ppb in Sutherland Lake. Concentrations of manganese were over 1000 ppb, which was 20 times the MCL of 50 ppb. The El Capitan Reservoir and its surface water streams also showed significant contamination following the 2003 fires. Two weeks after the fire, concentrations of lead, arsenic, aluminum, barium, manganese, and vanadium in three streams upstream of the reservoir all exceeded the federal or California MCLs. In addition, beryllium, cadmium, and nickel concentrations all exceeded their respective public health goals (PHG). Following the first rain, aluminum concentrations were above 10,000 ppb, manganese concentrations were above 7000 ppb, and barium concentrations were above 3000 ppb, all exceeding their respective MCLs by several-fold.

Conditions were similar following the 2007 Southern California fires, where there was an increased risk of watershed contamination of drinking water reservoir in the rainy season following the October 2007 fires. However, because fire ash and debris were removed in San Diego County in a coordinated debris removal program, the drinking water supplies for San Diego were not impacted. This was a direct result of the quick action taken by the County and State in conducting debris removal activities.

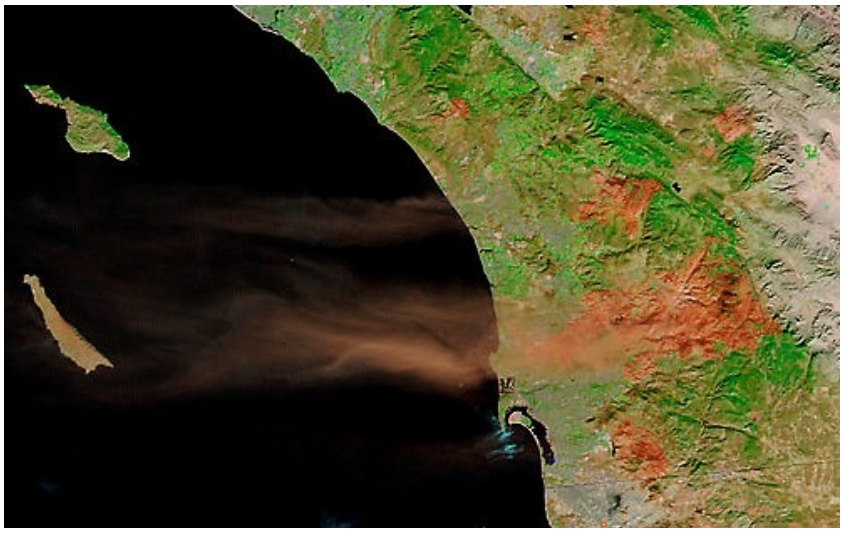
Likewise, monitoring conducted by the San Francisco Bay Regional Water Quality Control Board found no increased contaminant levels in the San Bruno Creek in Crestmoor Canyon following the debris removal efforts as a result of the September 2010 PG&E natural gas explosion.

Therefore, fire ash and debris removal programs have been successful in protecting the watershed and any downstream public water supply reservoirs. In addition, removing debris following major disasters has the added benefit of protecting aquifers from any toxic material that, if left in place, may have leached through soils and into groundwater supplies.

**B. Public Health Threats by Inhalation Exposure following Wildfires**

Following the Cedar and Paradise Fires, the California Division of Occupational Safety and Health (Cal/OSHA) conducted personal monitoring for federal recovery staff and contractors working in burned residential areas. Using the ash characterization data from GeoSyntec Consultants along with the personal dust concentrations from Cal/OSHA monitoring, the Office of Environmental Health Hazard Assessment (OEHHA) calculated that the mean exposure of arsenic from fire ash by unprotected workers would have exceeded the acute reference exposure levels (RELs) for arsenic and copper. In addition, the Cal/OSHA action levels for lead and arsenic would have been exceeded for unprotected workers.

Not only is there the potential for exposures directly at the site of fire-damaged or destroyed properties, but the general air quality in the vicinity of ash-strewn areas is also a concern. Re-entrained ash was an issue following the 2003 fires, as see in the following satellite image. Winds blowing through wide areas of uncontained ash and debris resulted in significantly elevated concentrations of ambient particulate matter.



*National Oceanic and Atmospheric Administration (NOAA) image, November 23, 2003, Southern California Ash (Entrainment) Plume.*

The 2007 Southern California fires were second only to the Cedar and Paradise Fires of 2003 in terms of the unprecedented loss of residential properties in Southern California.

Not unique to these fires, however, was the widespread debris and ash which puts a large population at risk of potentially harmful exposures should they re-enter burned areas.

There were significant time delays in the approval of a coordinated debris removal plan in San Diego and San Bernardino Counties following the 2007 wildfires. As a result, resident returning to destroyed neighborhoods, as well as recovery workers in such areas, were again at risk of exposure to potential harmful materials from the fire ash and debris. With weather conditions favoring a warm, dry offshore flow and very windy conditions, on Friday November 2, 2007 the San Diego County Air Pollution Control District called for residents to exercise caution and protect themselves from ash inhalation. The Air District forecast was for air quality levels unhealthy for sensitive groups and recommended that county residents curtail strenuous outdoor activity, and for those healthy enough to work outside to consider using a tight-fitting mask designed to filter out fine particles.

Conditions following the 2010 San Bruno natural gas pipeline explosion were smaller in scale when compared to the 2003 and 2007 Southern California wildfires. However, the constituents in fire ash and debris were qualitatively similar, creating a public health risk to returning residents and the surrounding community. However, a debris removal plan was instituted quickly resulting is significantly decreased occupational and public health risks from the fire ash and debris off-site migration or re-entrainment. A comprehensive interagency onsite and offsite air monitoring program showed the dust mitigation techniques used in the debris removal process were successful in eliminating any increases in particulate matter offsite and in the nearby community. Likewise, no detectable asbestos fibers were found using community air samplers in the surrounding neighborhood (On-site structural ACM investigations verified ACM was present in partially damaged residential structures.). [4]

**Conclusion**

It is critical to the well-being of California residents that all ash and debris from affected areas properties be promptly removed and properly disposed of to eliminate further risk to public health and safety. A protracted decision-making process for the debris management only increases the likelihood to potential exposures to contamination and

[4] San Bruno, CA Gas Pipeline Explosion: Glenview Incident Report, California Air Resources Board, Emergency Response Team, February 2011 (available by contacting ARBs Office of Emergency Response at (916) 445-3742).

the resulting adverse health effects. In addition, when appropriate fire ash and debris removal procedures are undertaken, there are clear, significant, and demonstrated decreases to the risk of public health and environmental degradation.

## REFERENCES

ARB, 2010. Glenview Incident: San Bruno, CA Gas Pipeline Explosion Recovery Operations After Action Report, California Air Resources Board, Emergency Response Team, December 2010.

ATSDR, 2007. US Department of Health and Human Services, Agency for Toxic Substances Disease Registry, Toxicological Profile for Arsenic, August 2007.

ATSDR, 2007. US Department of Health and Human Services, Agency for Toxic Substances Disease Registry, Toxicological Profile for Copper, September 2004.

ATSDR, 2007. US Department of Health and Human Services, Agency for Toxic Substances Disease Registry, Toxicological Profile for Manganese, September 2007.

Cal/EPA, 2005. Use of California Human Health Screening Levels in Evaluation of Contaminated Properties, California Environmental Protection Agency (Cal/EPA), January 2005.

DRRR, 2011. San Bruno Debris Removal – Final Report. Department of Resources Recycling and Recovery (CalRecycle), February 2011.

Geosyntec, 2003. Sampling and Analysis Plan: Cedar Fire and Paradise Fire Burned Areas, San Diego County. Report prepared for County of San Diego Department of Public Works by Geosyntec Consultants, San Diego, CA, December 2003.

Geosyntec, 2004. Assessment of Burned Debris Report: Cedar Fire and Paradise Fire Areas, San Diego County, California. Report prepared for County of San Diego Department of Public Works by Geosyntec Consultants, San Diego, CA, February 2004.

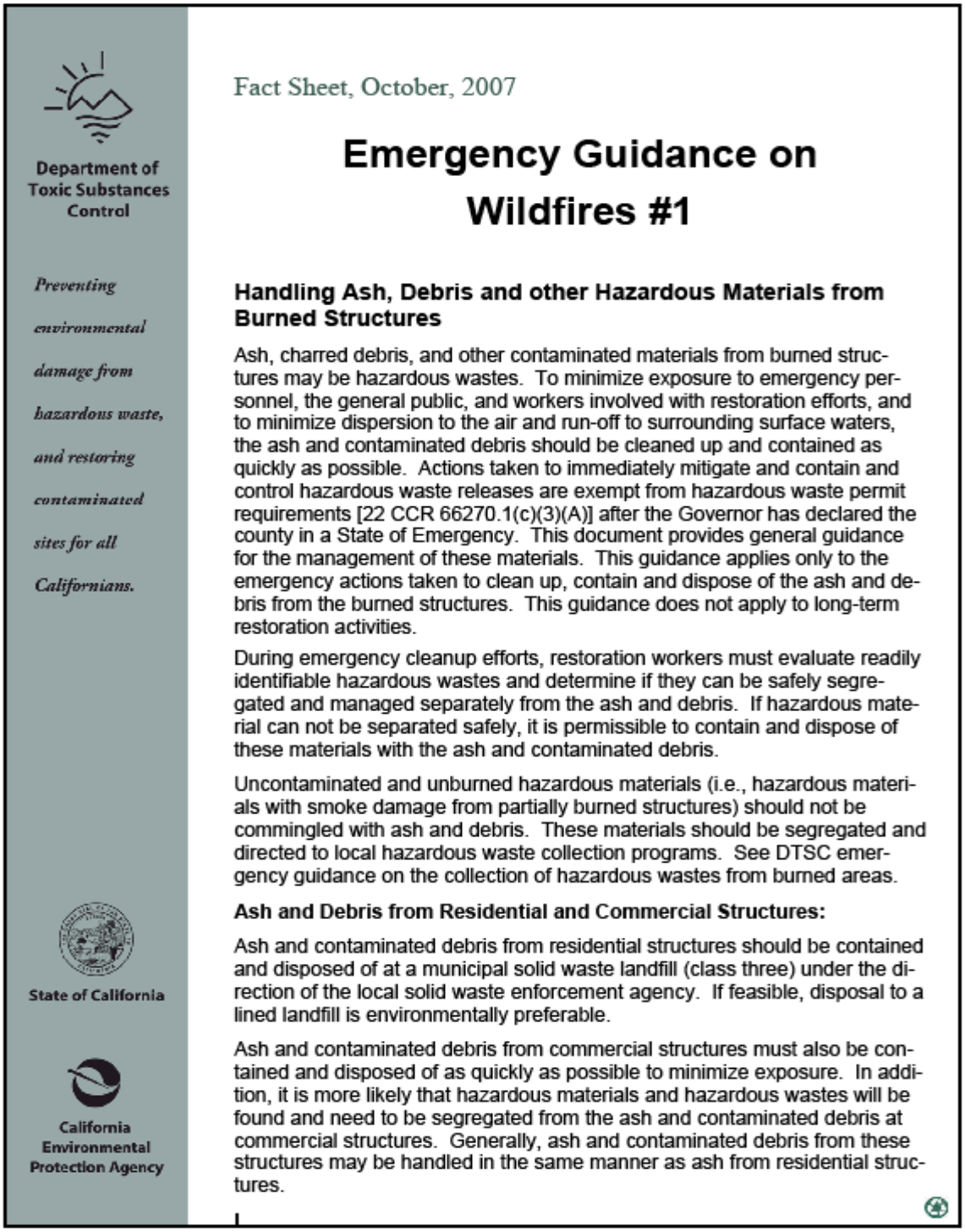
Geosyntec, 2007. Assessment of Burn Areas – 2007 Wildfires, San Bernardino and San Diego Counties, California. Report prepared for the California Environmental Protection Agency, Department of Toxic Substances Control by Geosyntec Consultants, San Diego, CA December 2007.

IARC, 1998a. World Health Organization, International Agency for Research on Cancer, IARC Monographs on the Evaluation of Carcinogenic Risks to Humans, Volume 23, Some Metals and Metallic Compounds, Summary of Data Reported and Evaluation, April 1998.

IARC, 1998b. World Health Organization, International Agency for Research on Cancer, IARC Monographs on the Evaluation of Carcinogenic Risks to Humans, Volume 14, Asbestos, March 1998.

OEHHA, 1999. Air Toxics Hot Spots Program, Risk Assessment Guidelines Part I: The Determination of Acute Reference Exposure Levels for Airborne Toxicants, March 1999

# Appendix C – Department of Toxic Substances Control, Emergency Guidance on Wildfires, Fact Sheet #1



Department of Toxic Substances Control

*Preventing environmental damage from hazardous waste, and restoring contaminated sites for all Californians.*

State of California

California Environmental Protection Agency

Fact Sheet, October, 2007

## Emergency Guidance on Wildfires #1

### Handling Ash, Debris and other Hazardous Materials from Burned Structures

Ash, charred debris, and other contaminated materials from burned structures may be hazardous wastes. To minimize exposure to emergency personnel, the general public, and workers involved with restoration efforts, and to minimize dispersion to the air and run-off to surrounding surface waters, the ash and contaminated debris should be cleaned up and contained as quickly as possible. Actions taken to immediately mitigate and contain and control hazardous waste releases are exempt from hazardous waste permit requirements [22 CCR 66270.1(c)(3)(A)] after the Governor has declared the county in a State of Emergency. This document provides general guidance for the management of these materials. This guidance applies only to the emergency actions taken to clean up, contain and dispose of the ash and debris from the burned structures. This guidance does not apply to long-term restoration activities.

During emergency cleanup efforts, restoration workers must evaluate readily identifiable hazardous wastes and determine if they can be safely segregated and managed separately from the ash and debris. If hazardous material can not be separated safely, it is permissible to contain and dispose of these materials with the ash and contaminated debris.

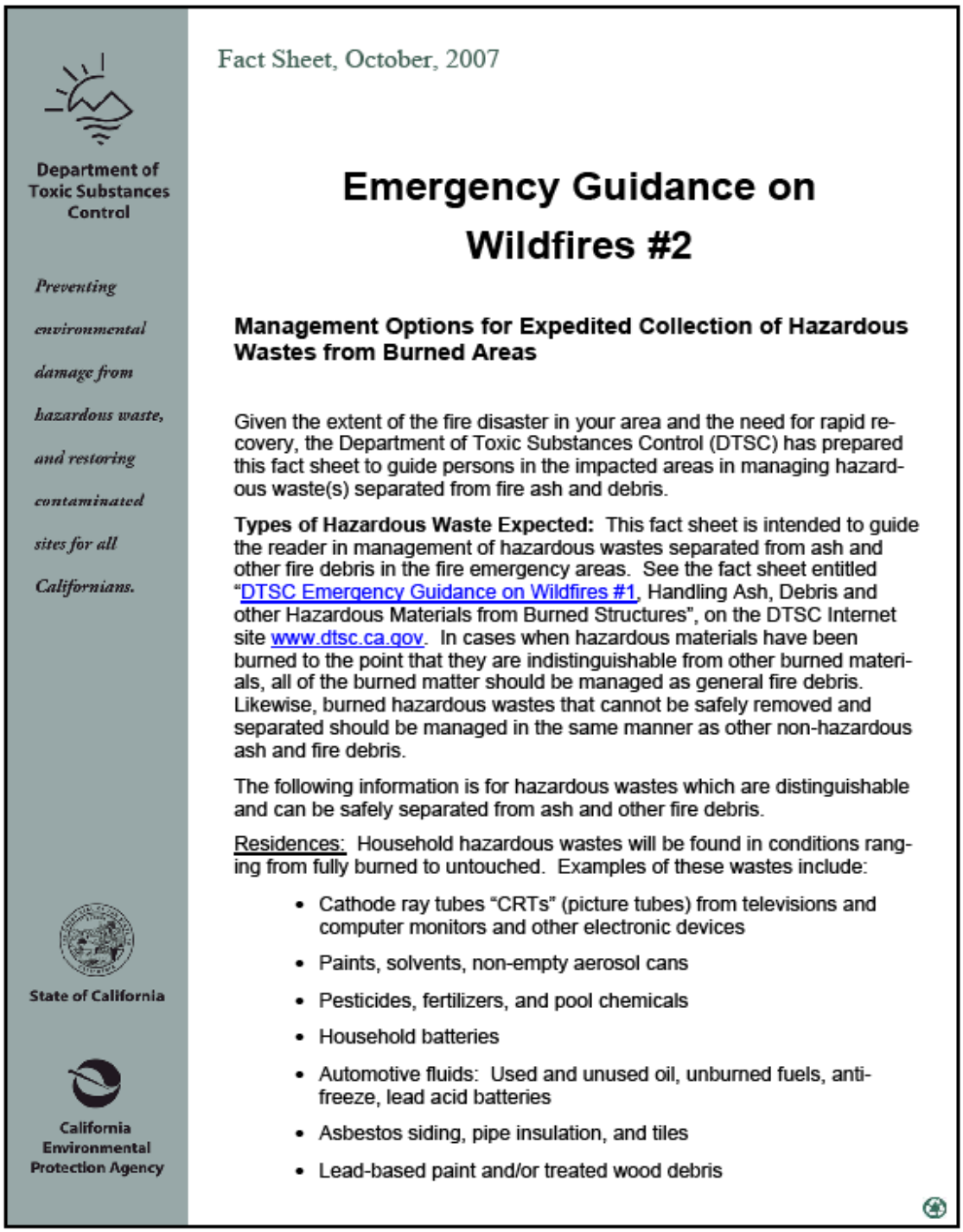
Uncontaminated and unburned hazardous materials (i.e., hazardous materials with smoke damage from partially burned structures) should not be commingled with ash and debris. These materials should be segregated and directed to local hazardous waste collection programs. See DTSC emergency guidance on the collection of hazardous wastes from burned areas.

**Ash and Debris from Residential and Commercial Structures:**

Ash and contaminated debris from residential structures should be contained and disposed of at a municipal solid waste landfill (class three) under the direction of the local solid waste enforcement agency. If feasible, disposal to a lined landfill is environmentally preferable.

Ash and contaminated debris from commercial structures must also be contained and disposed of as quickly as possible to minimize exposure. In addition, it is more likely that hazardous materials and hazardous wastes will be found and need to be segregated from the ash and contaminated debris at commercial structures. Generally, ash and contaminated debris from these structures may be handled in the same manner as ash from residential structures.

# Appendix D – Department of Toxic Substances Control, Emergency Guidance on Wildfires, Fact Sheet #2



Department of Toxic Substances Control

*Preventing environmental damage from hazardous waste, and restoring contaminated sites for all Californians.*

State of California

California Environmental Protection Agency

Fact Sheet, October, 2007

## Emergency Guidance on Wildfires #2

### Management Options for Expedited Collection of Hazardous Wastes from Burned Areas

Given the extent of the fire disaster in your area and the need for rapid recovery, the Department of Toxic Substances Control (DTSC) has prepared this fact sheet to guide persons in the impacted areas in managing hazardous waste(s) separated from fire ash and debris.

**Types of Hazardous Waste Expected:** This fact sheet is intended to guide the reader in management of hazardous wastes separated from ash and other fire debris in the fire emergency areas. See the fact sheet entitled "DTSC Emergency Guidance on Wildfires #1, Handling Ash, Debris and other Hazardous Materials from Burned Structures", on the DTSC Internet site www.dtsc.ca.gov. In cases when hazardous materials have been burned to the point that they are indistinguishable from other burned materials, all of the burned matter should be managed as general fire debris. Likewise, burned hazardous wastes that cannot be safely removed and separated should be managed in the same manner as other non-hazardous ash and fire debris.

The following information is for hazardous wastes which are distinguishable and can be safely separated from ash and other fire debris.

Residences: Household hazardous wastes will be found in conditions ranging from fully burned to untouched. Examples of these wastes include:

- Cathode ray tubes "CRTs" (picture tubes) from televisions and computer monitors and other electronic devices
- Paints, solvents, non-empty aerosol cans
- Pesticides, fertilizers, and pool chemicals
- Household batteries
- Automotive fluids: Used and unused oil, unburned fuels, anti-freeze, lead acid batteries
- Asbestos siding, pipe insulation, and tiles
- Lead-based paint and/or treated wood debris

- Mercury-containing thermometers, gauges, and switches
- Compressed gas cylinders: Propane and LPG, oxygen, welding gases
- Ammunition and ammunition reloading supplies

Small businesses: Many small businesses are likely to have hazardous waste. Condition of the wastes will range from fully combusted to virtually undamaged. Potential hazardous materials that may be associated with various businesses include:

- Automotive service and supply businesses: Fluids including used and new oil, antifreeze, solvents, paints and thinners; lead-acid storage batteries.
- Pool chemical supply: Muriatic acid, oxidizers, chelating agents.
- Hardware and Home and Garden Supply: Paints, paint thinners, adhesives and strippers, batteries, solvents, cleaning products, pool chemicals, pesticides and fertilizers.
- General Businesses: CRTs from computers and security cameras, battery backup units, small electronic devices.
- Sporting goods: Ammunition, reloading supplies.

Industrial Businesses: Larger businesses that have been impacted must be examined on an individual basis. For further information, contact Karl Palmer at (916) 445-2625 or Charles Corcoran at (916) 327-4499.

General Waste Management: While removing debris, home and business owners should remove white goods (appliances), automobile bodies, and other recyclable materials to the extent that is practical in order to avoid filling disposal sites with large objects that can be recycled as scrap metal. Likewise, concrete and other inorganic wastes may be segregated and recycled as aggregate for new concrete. Contact you local solid waste agency for further information.

Contractor Duties: Firms clearing land under contract to homeowners or businesses have the same responsibilities for proper waste management under the law as the home and business owners. This fact sheet also applies to contractors.

Identification Number: A hazardous waste facility identification number will be issued and is to be used by household collection agencies and other government agencies (and their contractors) for shipping hazardous wastes generated in the disaster.

**2. Management Options for Hazardous Wastes Removed from Debris:**

Indistinguishable Hazardous Materials and Materials that cannot be Safely Separated from Other Ash and Fire Debris at Residential Properties and Small Businesses:

These materials should be managed along with the ash and other debris. They may be taken to a municipal solid waste landfill. Care should be taken to avoid generation of dust by misting and covering loads or using bins with lids. For further information, see the fact sheet entitled "DTSC Emergency Guidance on Wildfires #1, Ash, Debris and other Hazardous Materials from Burned Structures", on the DTSC Internet site www.dtsc.ca.gov.

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Emergency Situations: Unstable situations may be addressed without any further authorization by removal or treatment of hazardous waste under the emergency response exemption from the usual hazardous waste permitting requirements (22 CCR 66270.1(c)(3)(A)). Under this exemption, released wastes may be cleaned up, wastes in damaged containers or tanks may be repackaged, and wastes that pose an imminent and substantial risk may be treated to remove the immediate hazard. Examples include, but are not limited to, pumping and repackaging of wastes from fire damaged tanks and neutralization of acids or alkalis contained in damaged tanks and containers. In emergencies such as the circumstances described here, no permit or other authorization is needed to take care of these wastes. There is also no notification required in these instances.

Universal Waste: Universal wastes expected to be found include non-automotive batteries, CRTs, fluorescent and streetlight-type lamps, mercury thermostats, and small electronic devices.

No authorization is needed to collect, transport, and accumulate universal wastes. Household hazardous waste collection agencies may collect these materials and may set up collection routes and locations without any additional authorization. The household hazardous waste collection agency is acting as a "small quantity handler of universal waste" (22, CCR, 66273.10 et seq.). To dispose of universal wastes, call the appropriate household hazardous waste agency. (See below)

Household Hazardous Waste: Household hazardous wastes are collected and managed by local household hazardous waste agencies.

Authorization for household hazardous waste collections: Both permanent and temporary household hazardous waste collection facilities are authorized by the appropriate Certified Unified Program Agency (CUPA), and can be authorized on an expedited basis if there is no previously authorized household hazardous waste collection facility in a particular area.

Special Household Hazardous Waste Programs: Household hazardous waste agencies can conduct mobile, door to door, and curbside collections in the affected areas upon issuance of a variance by DTSC from hazardous waste transporter and facility requirements. DTSC will expedite variance approvals for affected areas as needed and as appropriate. Please call André Algazi at (916) 324-3114. If you have an emergency situation after hours that must be handled immediately, call the CUPA if they have a 24-hour number or contact the State Office of Emergency Services (OES) Warning Center at 1(800) 852-7550 for 24 hour response; the OES Warning Center will pass the information on to DTSC as quickly as possible.

Small Business Hazardous Waste: State law allows small businesses to bring hazardous waste to household hazardous waste collection facilities as "small quantity commercial sources". The wastes may be self-transported in small quantities, transported by a registered hazardous waste hauler, or transported by a collection agency that has received a variance from the hazardous waste transportation requirements. For a local agency to obtain such a variance, see "Special Household Hazardous Waste Programs" above.

3

Industrial Hazardous Waste:

Industrial generators of hazardous waste have at least 90 days to store hazardous waste onsite in tanks or containers prior to offsite shipment. Extensions are possible – contact the appropriate CUPA to request an extension to the allowed accumulation time. Imminent hazards may be addressed without authorization under the emergency response exemption– see "Emergency Situations" above.

Emergency Permits: If special accumulation, treatment, or storage facilities must be established to respond to wastes from industrial businesses, DTSC is authorized to issue emergency hazardous waste facility permits over the telephone followed by the subsequent formal authorization process (22 CCR, 66270.61). For further information, please call Beverly Rikala at (916) 255-3746 from 8:00am to 5:00pm. If you have an emergency situation after hours, call the OES Warning Center at (800) 852-7550 for 24 hour response; the warning center will pass the information on to DTSC as quickly as possible.

DTSC Emergency Response Resources: Upon request by a state or local agency, DTSC may dispatch emergency response contractors to address imminent hazards. Local agencies should follow procedures in place for requesting emergency assistance in disaster situations, e.g. the county must contact the OES Regional Emergency Operations Center and request assistance.

Requests for Assistance: In general, all requests for assistance should be made through the County to the OES REOC to ensure that reimbursement is available for the activity. These requests will be forwarded to the appropriate State agency.

**3. Contacts:** Following are contacts for hazardous waste agencies:

DTSC Contact Information:

Karl Palmer (916) 445-2625
kpalmer@dtsc.ca.gov

**Certified Unified Program Agencies:**

http://www.calepa.ca.gov/CUPA/CUPAMail.htm

**California Office of Emergency Services Warning Center:** (800) 852-7550

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# Appendix E – Department of Toxic Substances Control, Emergency Ash Cleanup Guidance

## Safe Cleanup of Fire Ash

The recent fires have deposited large amounts of ash on indoor and outdoor surfaces in areas near the fire. Questions have been raised about possible dangers from contact with the ash and safe disposal procedures. The ash deposited by forest fires is relatively nontoxic and similar to ash that might be found in your fireplace. However, any ash will contain small amounts of cancer-causing chemicals. In addition, fire ash may be irritating to the skin, especially to those with sensitive skin. If the ash is breathed, it can be irritating to the nose and throat and may cause coughing. Exposure to ash in air might trigger asthmatic attacks in people who already have asthma. Therefore, in order to avoid possible health problems the following is recommended:

- Do not allow children to play in the ash, or in the vicinity of ash dust.
- Wash ash off children's toys before children play with them.
- Clean ash off house pets.
- Wear gloves, long sleeved shirts, and long pants and avoid skin contact.
- If you do get ash on your skin, wash it off as soon as possible.
- If you have a vegetable garden or fruit trees, wash the fruit or vegetables thoroughly before eating them.
- Avoid getting ash into the air as much as possible. Do not use leaf blowers or take other actions that will put ash into the air.
- Shop vacuums and other common vacuum cleaners do not filter out small particles, but rather blow such particles out the exhaust into the air where they can be breathed. The use of shop vacuums and other non-HEPA filter vacuums is not recommended. HEPA filter vacuums could be used, if available.
- Well fitting dust masks may provide some protection during cleanup. A mask rated N-95 or P-100 will be more effective than simpler dust or surgical masks in blocking particles from ash. In general, many ash particles are larger than those found in smoke; thus, wearing a dust mask can significantly reduce (but not completely eliminate) the amount of particles inhaled.

• Persons with heart or lung disease should consult their physician before using a mask during post-fire cleanup.

• Gentle sweeping of indoor and outdoor hard surfaces followed by wet mopping is the best procedure in most cases. A damp cloth or wet mop may be all that is needed on lightly dusted areas.

• The Regional Water Control Quality Board has asked the public to avoid washing ash into storm drains whenever possible.

• If ash is wet down, use as little water as possible.

• Collected ash may be disposed of in the regular trash. Ash may be stored in plastic bags or other containers that will prevent it from being disturbed.

Ash and debris inside burned structures may contain more toxic substances than forest fire ash because of the many synthetic and other materials present in buildings. Older buildings in particular may contain asbestos and lead. A more cautious approach should be taken in the removal of ash and other debris from inside burned structures. A NIOSH Interim fact sheet addressing burned structure clean up safety is attached.

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**NIOSH INTERIM FACT SHEET**

NIOSH Warns of Hazards during Cleanup Work Following Forest Fires The National Institute for Occupational Safety and Health (NIOSH) warns workers and volunteers of the potential dangers involved with cleanup operations following the devastation caused by forest fires. Because the level of experience varies among these workers, cleanup crews must work together and look out for one another to ensure safety. NIOSH urgently requests your assistance in disseminating the following warnings to all those involved in cleanup work following forest fires. The potential work-related hazards listed here are described below in greater detail: Fire, Electrical Hazards, Carbon Monoxide, Musculoskeletal Hazards, Thermal Stresses, Heavy Equipment, Structural Instability, Hazardous Materials, Confined Spaces, Power Line Hazards, Agricultural Hazards, Stress and Fatigue. Additional key resources on health and safety hazards related to fire fighting can be found on the NIOSH web site under the “spotlights” section titled “Fighting Wildfires” (http://www.cdc.gov/niosh/topics/firefighting/).

**General Considerations**

Before cleanup operations are initiated, local and State government emergency policies and guidelines should be checked to determine if any restrictions exist (e.g., water use, discharge of waste water, disposal of debris).

## POTENTIAL DANGERS INVOLVED IN CLEANUP OPERATIONS

### Fire

Heat sources may remain as a result of smoldering wood or other debris that could reignite if contact is made with a combustible material or if oxygen becomes available. Workers and employers must therefore take extra precautions. At least two fire extinguishers, each with a UL rating of at least 10A, should be provided at every cleanup activity.

### Electrical Hazards

NIOSH has investigated several work-related electrocution deaths following natural disasters. To prevent future electrocutions, NIOSH urges those involved in cleanup activities to take the following steps:

- If water has been present anywhere near electrical circuits and electrical equipment, turn off the power at the main breaker or fuse on the service panel. Do not turn the power back on until electrical equipment has been inspected by a qualified electrician. Never enter flooded areas or touch electrical equipment if the ground is wet, unless you are certain that the power is off. **NEVER** handle a downed power line. No not use electrical equipment that has been exposed to heat from the fire until checked by an electrician.
- When using gasoline and diesel generators to supply power to a building, switch the main breaker or fuse on the building service panel to the "off" position prior to starting the generator. This will prevent inadvertent energization of power lines from back feed electrical energy from the generators, and help to protect utility line workers from possible electrocution.
- If clearing or other work must be performed near a downed power line, contact the utility company to discuss de-energizing and grounding or shielding of power lines; maintain a safe distance from the power lines until they have been de-energized. Extreme caution is necessary when moving ladders and other equipment near overhead power lines to avoid inadvertent contact. If you are working on or near power lines, refer to the additional recommendations provided in that section below. Be aware of possible fire damage to poles and other structures carrying overhead power lines.

### Unstable Work Surfaces

Cleanup activities may involve walking on unstable surfaces such as construction debris, trees and other vegetation. Piles of debris and other unstable work surfaces create a risk for traumatic injury from slips, falls, puncture wounds from nails and sharp objects, and collapsing materials. Extreme caution is necessary when working on these

surfaces. Protective equipment, such as hard hats, safety glasses, leather gloves, and steel toe boots should be considered to minimize the risk of injury.

**Carbon Monoxide**

Cleanup activities may involve the use of gasoline- or diesel-powered pumps, generators, and pressure washers. Because these devices release carbon monoxide, a deadly, colorless, odorless gas, operate all gasoline-powered devices outdoors and **never** bring them indoors. It is virtually impossible to assess adequate ventilation. NIOSH has investigated several carbon monoxide poisoning deaths in the past caused by the use of gasoline-powered engines indoors or in confined spaces. Be aware that high levels of carbon monoxide may occur in confined spaces from the fires.

**Musculoskeletal Hazards**

Cleanup workers are at risk for developing serious musculoskeletal injuries to the hands, back, knees, and shoulders. Special attention is needed to avoid back injuries associated with manual lifting and handling of debris and building materials. To help prevent injury, use teams of two or more to move bulky objects, avoid lifting any material that weighs more than 50 pounds (per person), and use proper automated-assist lifting devices.

**Thermal Stresses**

Heat: Cleanup workers are at serious risk for developing heat stress. Excessive exposure to hot environments can cause a variety of heat-related problems, including heat stroke, heat exhaustion, heat cramps, and fainting. To reduce the potential for heat stress, drink a glass of fluid every 15 to 20 minutes and wear light-colored, loose- fitting clothing. Additionally, incorporate work-rest cycles into work routines, work during the cooler hours of the day, when possible, or distribute the workload evenly throughout the day. When air conditioning is unavailable, open windows and use fans.

Cold: If standing water is present from fire fighting be aware that working in water which is cooler than 75 degrees F (24 degrees C) will remove body heat more rapidly than it can be replaced, resulting in hypothermia. To reduce the risk of hypothermia, wear high rubber boots, ensure that clothing and boots have adequate insulation, avoid working alone, take frequent breaks out of the water, and change into dry clothing when possible.

**Heavy Equipment**

Only those properly trained should operate heavy equipment such as bulldozers, backhoes, and tractors. If you are operating this type of equipment, make sure you turn

it off and block it against motion when not in use. Operators should be aware of the activities around them to protect other workers on foot from being struck by moving equipment. Heavy equipment operators should not exceed the load capacity of cranes and other lifting equipment and ensure that workers do not walk under areas where cranes and other heavy equipment are being used to lift objects.

### Structural Instability

Fires can rearrange and damage natural walkways, as well as sidewalks, parking lots, roads, and buildings. Never assume that fire-damaged structures or ground are stable. Buildings that have been burned may have suffered structural damage and could be dangerous. Don t work in or around any building damaged by fire until it has been examined and certified as safe for work by a registered professional engineer or architect. Assume all stairs, floors, and roofs are unsafe until they are inspected. Leave immediately if you hear shifting or unusual noises as this may signal a possible collapse.

### Hazardous Materials

Fires to commercial and residential buildings and water used to fight the fire can dislodge tanks, drums, pipes, and equipment, which may contain hazardous materials such as pesticides or propane. Containers may be damaged by fire and heat. Do not attempt to move unidentified dislodged containers without first contacting the local fire department or hazardous materials team. If working in potentially contaminated areas, avoid skin contact or inhalation of vapors by wearing appropriate protective clothing and respirators. Contact NIOSH for more information on the proper safety equipment. Frequently and thoroughly wash skin areas that may have been exposed to pesticides and other hazardous chemicals.

## PREVENTION MEASURES

### First Aid

First aid, even for minor cuts and burns, is extremely important. Immediately clean out all open wounds and cuts with soap and clean water. Most cuts, except minor scratches, sustained during cleanup activities will warrant treatment to prevent tetanus. If you are injured, contact a physician to determine the necessary type of treatment.

### Protective Equipment

For most clean-up work activities, you will need the following personal protective equipment: hard hats, safety goggles, heavy work gloves, and watertight boots with steel toe and insole (not just steel shank). For information on what equipment you need

for protection, contact your local OSHA office or NIOSH. Excessive noise from equipment such as chain saws, backhoes, tractors, pavement breakers, blowers, and from heavy equipment (e.g., earth moving equipment, helicopters) may cause ringing in the ears and subsequent hearing damage. If working with any noise that you must shout over to be heard, you should wear earplugs or other hearing protection devices.

**Working in Confined Spaces**

If you are required to work in a boiler, furnace, pipeline, pit, pumping station, septic tank, sewage digester, storage tank, utility vault, well, silo, or similar enclosed structures, you should be aware of the hazards of working in confined spaces. A confined space has one or more of the following characteristics:

- limited openings for entry or exit;
- unfavorable natural ventilation; or
- Is not designed for continuous worker occupancy.

Toxic gases, a lack of oxygen, or explosive conditions may exist in the confined area, resulting in a potentially deadly atmosphere. Because many toxic gases and vapors cannot be seen or smelled, never trust your senses to determine if safe entry is possible. Never enter a confined space unless you have been properly trained, even to rescue a fellow worker! If you need to enter a confined space and do not have the proper training and equipment, contact your local fire department for assistance.

**Working On or Near Power Lines [Recommendations for Utility Workers-ONLY]**

Several workers have died of electrocution following natural disasters. Workers and employers must take extreme caution while attempting to restore power or clear areas near downed power lines. In one instance, a worker lost his life while removing trees from a de-energized power line that had been knocked down by a storm. While inspecting the completed work, the man stepped on the line and was electrocuted by "feedback" energy from a portable backup generator at a nearby gas station. Feedback energy occurs when a de-energized line becomes energized by a secondary power source.

Another worker died cleaning branches from a power line, following a storm. He was electrocuted after falling from a tree onto a line thought to be de-energized. Although the workers had opened a fused switch on a transformer, the line remained energized through another transformer. If you are working on or near power lines, the following steps may save your life:

- Treat all power lines as energized until you have followed the required procedures for personally de-energizing and testing them with an appropriate

testing device. Do not rely on "fuzzing" to determine if a power line has been de-energized.

- Verifying that a line is not energized may not ensure your safety. You must also ground lines on both the load and supply sides of the work area. Grounding is necessary to protect you from the hazards of feedback electrical energy from a secondary power source, such as a portable generator.
- When restoring power in underground vaults, added precautions are necessary to avoid explosion hazards. As vaults containing electrical connections are drained or pumped out, and energized, potentially explosive gases may form. If you are required to work in a utility vault, refer to the Confined Spaces section of this Fact Sheet.

**RESPIRATORY HAZARDS**

If you are involved in cleanup efforts you may be exposed to ash, soot and fire decomposition products that may cause irritation and other respiratory effects. Spoiled and/or wet vegetation and other organic/agricultural materials often grow large amounts of bacteria and mold during warm weather. Breathing these organisms and the organic dust produced may cause lung disease. Use proper engineering controls to exhaust and replenish adequate fresh air if working indoors. A high efficiency particulate air (HEPA)-type vacuum is recommended when cleaning surfaces contaminated with dust. The use of a typical household vacuum should be avoided since it will re-suspend the collected dust into the air. When exposure to dusts cannot be controlled or avoided, exposure can be reduced by routine use of a well-fitted NIOSH-certified air-purifying respirator (such as an N-95 or more protective respirator).

**STRESS, LONG HOURS, AND FATIGUE MAY INCREASE THE RISKS FOR INJURY AND ILLNESS**

Continued long hours of work, combined with emotional and physical exhaustion and losses from damaged homes and temporary job layoffs, can create a highly stressful situation for cleanup workers. Workers exposed to these stressful conditions have an increased risk of injury and emotional crisis, and are more vulnerable to stress-induced illnesses and disease. Emotional support from family members, neighbors, and local mental health professionals can help to prevent more serious stress-related problems in the difficult months ahead. People working in all phases of cleanup work can reduce their risks of injury and illness in several ways:

- Set priorities for cleanup tasks and pace the work over several days (or weeks). Avoid physical exhaustion.
- Resume a normal sleep schedule as quickly as possible. Get plenty of rest and take frequent rest breaks BEFORE exhaustion builds up.

- Take advantage of disaster relief programs and services in your community.
- Be alert to emotional exhaustion or strain. When family members and neighbors are unavailable for emotional support, consult professionals at community health and mental health centers.

For more information about these or other occupational safety and health topics contact NIOSH at: 1-800-35-NIOSH (1-800-356-4674) Fax: 513: 533-8573

E-mail: pubstaft@cdc.gov

www.cdc.gov/niosh

# Appendix F – Storm Water Controls, Best Management Practices

At a minimum, all impacted or potentially impacted residential/commercial lots should be protected by a combination of the following BMPs:

1. Fiber rolls

Description - Fiber rolls (also called fiber logs or straw wattles) are tube-shaped erosion-control devices filled with straw, flax, rice, coconut fiber material, or composted material. Each roll is wrapped with UV-degradable polypropylene netting for longevity or with 100 percent biodegradable materials like burlap, jute, or coir. Fiber rolls complement permanent best management practices used for source control and re-vegetation. When installed in combination with straw mulch, erosion control blankets, hydraulic mulches, or bounded fiber matrices for slope stabilization, these devices reduce the effects of long or steep slopes (Earth Saver Erosion Control Products, 2005). Fiber rolls help to slow, filter, and spread overland flows. Fiber rolls also help reduce sediment loads to receiving waters by filtering runoff and capturing sediments.

Application - On slopes, install fiber rolls along the contour with a slight downward angle at the end of each row to prevent ponding at the midsection (California Straw Works, 2005). Turn the ends of each fiber roll upslope to prevent runoff from flowing around the roll. Install fiber rolls in shallow trenches dug 3 to 5 inches deep for soft, loamy soils and 2 to 3 inches deep for hard, rocky soils. Determine the vertical spacing for slope installations on the basis of the slope gradient and soil type. According to California Straw Works (2005), a good rule of thumb is:

1:1 slopes = 10 feet apart

2:1 slopes = 20 feet apart

3:1 slopes = 30 feet apart

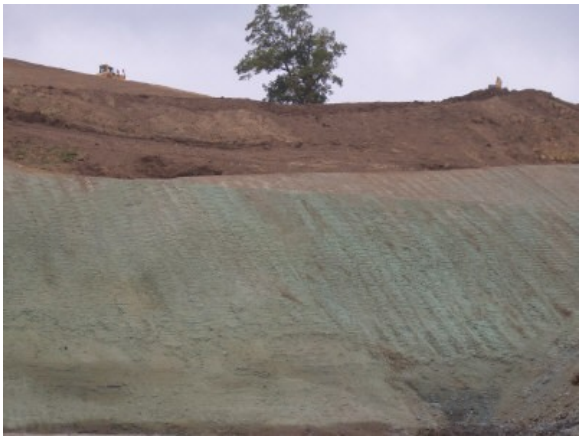
4:1 slopes = 40 feet apart

On projects without slopes, Fiber rolls can also be used at projects with minimal slopes. Typically, the rolls are installed along sidewalks, on the bare lot side, to keep sediment from washing onto sidewalks and streets and into gutters and storm drains. For installations along sidewalks and behind street curbs, it might not be necessary to stake the fiber rolls, but trenches must still be dug. Fiber rolls placed around storm drains and inlets must be staked into the ground. These rolls should direct the flow of runoff toward a designated drainage area. Place them 1 to 1½ feet back from the storm drain or inlet.

Maintenance - The maintenance requirements of fiber rolls are minimal, but short-term inspection is recommended to ensure that the rolls remain firmly anchored in place and are not crushed or damaged by equipment traffic (Murphy and Dreher, 1996). Monitor fiber rolls daily during prolonged rain events. Repair or replace split, torn, unraveled, or slumping fiber rolls. Fiber rolls are typically left in place on slopes. If they are removed, collect and dispose of the accumulated sediment. Fill and compact holes, trenches, depressions, or any other ground disturbance to blend with the surrounding landscape.

2. Hydro-seeding or mulching

**Hydroseeding is a popular technique for applying seeds, fertilizer, and chemical stabilizers in a single application (Source: Terra Firma Industries, 2000)**



Description - Seeding is used to control runoff and erosion on disturbed areas by establishing perennial vegetative cover from seed. It reduces erosion and sediment loss and provides permanent stabilization. This practice is economical, adaptable to different site conditions, and allows selection of a variety of plant materials.

Application - Seeding is well-suited in areas where permanent, long-lived vegetative cover is the most practical or most effective method of stabilizing the soil. Use seeding on roughly graded areas that will not be re-graded for at least a year. Vegetation controls erosion by protecting bare soil surfaces from displacement by raindrop impacts and by reducing the velocity and quantity of overland flow. Grasses typically emerge within 4-28 days.

Maintenance - Maintenance for seeded areas will vary depending on the level of use expected. Use long-lived grass perennials that form a tight sod and are fine-leaved for areas that receive extensive use, such as homes, industrial parks, schools, churches, and recreational areas. Whenever possible, choose native species that are adapted to local weather and soil conditions to reduce water and fertilizer inputs and lower maintenance overall. In arid areas, consider seeding with non-grass species that are adapted to drought conditions, called xeriscaping, to reduce the need for watering.

Low-maintenance areas are mowed infrequently or not at all and do not receive lime or fertilizer regularly. Plants must be able to persist with minimal maintenance over long periods of time. Use grass and legume mixtures for these sites because legumes fix nitrogen from the atmosphere. Sites suitable for low-maintenance vegetation include steep slopes, stream or channel banks, some commercial properties, and "utility" turf areas such as road banks.

3. Silt Fence

Description - Silt fences are used as temporary perimeter controls around sites where construction activities will disturb the soil. They can also be used around the interior of the site. A silt fence consists of a length of filter fabric stretched between anchoring posts spaced at regular intervals along the site at low/down slope areas. The filter fabric should be entrenched in the ground between the support posts. When installed correctly and inspected frequently, silt fences can be an effective barrier to sediment leaving the site in storm water runoff.

Application - Silt fences apply to construction sites with relatively small drainage areas. They are appropriate in areas where runoff will occur as low-level flow, not exceeding 0.5 cfs. The drainage area for silt fences should not exceed 0.25 acre per 100-foot fence length. The slope length above the fence should not exceed 100 feet (NAHB, 1995). The bottom of the silt fence must be keyed in or water may flow underneath it. A trench should be excavated along the proposed layout line of the fence. After the silt fence stakes have been driven into the trench, backfill over the fence fabric and compact soil.

Maintenance - Inspect silt fences regularly and frequently, as well as after each rainfall event, to make sure that they are intact and that there are no gaps where the fence meets the ground or tears along the length of the fence. If you find gaps or tears, repair or replace the fabric immediately. Remove accumulated sediments from the fence base when the sediment reaches one-third to one-half the fence height. Remove sediment more frequently if accumulated sediment is creating noticeable strain on the fabric and the fence might fail from a sudden storm event. When you remove the silt fence, remove the accumulated sediment as well.

4. Compost Blankets/Mats

Description - A compost blanket is a layer of loosely applied compost or composted material that is placed on the soil in disturbed areas to control erosion and retain sediment resulting from sheet-flow runoff. It can be used in place of traditional sediment and erosion control tools such as mulch, netting, or chemical stabilization. When properly applied, the erosion control compost forms a blanket that completely covers the ground surface. This blanket prevents storm water erosion by (1) presenting a more permeable surface to the oncoming sheet flow, thus facilitating infiltration; (2) filling in small rills and voids to limit channeled flow; and (3) promoting establishment of vegetation on the surface. Composts used in compost blankets are made from a variety of feedstock, including municipal yard trimmings, food residuals, separated municipal solid waste, bio-

solids, and manure. Compost blankets can be placed on any soil surface: rocky, frozen, flat, or steep. The method of application and the depth of the compost applied will vary depending upon slope and site conditions. The compost blanket can be vegetated by incorporating seeds into the compost before it is placed on the disturbed area (recommended method) or the seed can be broadcast onto the surface after installation (Faucette and Risse, 2001).

Application - Compost blankets are most effective when applied on slopes between 4:1 and 1:1, such as stream banks; road embankments; and construction sites, where storm water runoff occurs as sheet flow. Compost blankets are not applicable for locations with concentrated flow. Because the compost is applied to the ground surface and not incorporated into the soil, a compost blanket provides excellent erosion and sediment control on difficult terrain—including steep, rocky slopes.

Maintenance - The compost blanket should be checked periodically and after each major rainfall. If areas of the compost blanket have washed out, another layer of compost should be applied. In some cases, it may be necessary to add another storm water BMP, such as a compost filter sock or silt fence. On slopes greater than 2:1, establishing thick, permanent vegetation as soon as possible is the key to successful erosion and sediment control. Restricting or eliminating pedestrian traffic on such areas is essential (Faucette and Ruhlman, 2004).

5. Soil Binders / Chemical Stabilization

A truck applies chemical stabilizers to reduce soil erosion where vegetation can not be planted (Source: Terra Firma Industries, 1999)

Description - Chemical stabilizers, also known as soil binders or soil palliatives, provide temporary soil stabilization. Vinyl, asphalt, or rubber is sprayed onto the surface of exposed soils to hold the soil in place and minimize erosion from runoff and wind. These materials are easily applied to the surface of the soil, can stabilize areas where vegetation cannot be established, and provide immediate protection.

Application - Use chemical stabilizers alone in areas where other methods of stabilization are not effective because of environmental constraints, or use them in combination with vegetative or perimeter practices to enhance erosion and sediment control. Soil binders require a minimum of curing time before becoming fully effective, therefore binders should not be applied during or immediately before rainfall.

Maintenance – Inspect high traffic areas daily and low traffic areas on a weekly basis during debris removal activities. High traffic areas are those exposed to daily use (vehicle or foot traffic) by contractors or other personnel. Low traffic areas are those available for use but not in a daily manner. If necessary, reapply stabilizer.

Additionally, all storm drain inlets within the vicinity of the burn site need to be should have filter fabric installed underneath the inlet grate in addition to one of the following BMPs:

6. Sandbag Barrier or Fiber Rolls (surrounding inlet entrances)

Application - All temporary inlet protection should have a drainage area no greater than 1 acre per inlet. Temporary controls should be constructed before the surrounding landscape is disturbed. Excavated drop inlet protection and block and gravel inlet protection are applicable to areas of high flow, where drain overflow is expected. Fabric barriers are recommended for smaller, flatter drainage areas (slopes less than 5 percent leading to the drain). Temporary drop inlet control measures are often used in sequence or with other erosion control techniques.

Maintenance - Check all temporary control measures after each storm event. Remove all accumulated sediment from the area around the drop inlet when it reaches 1/3 the barrier height. Repair or replace broken or ripped bags, and reshape as necessary. When no longer needed, remove the barrier and accumulated sediment then clean, re-grade, and stabilize the area.

Given California's unique environment, both built and natural, special circumstances may arise that require additional care and attention to the protection of water quality and the installation of BMPs. For example, sites near natural receiving waters, drainage or irrigation canals, or steep slopes. The lead agency should contact their local Regional Water Quality Control Board office to discuss the most appropriate BMP application in these cases.

Additional photos and installation instructions for the above listed BMPs can be found on CalTrans Division of Construction's webpage at:

http://www.dot.ca.gov/hq/construc/stormwater/manuals.htm

# Appendix G – Naturally Occurring Asbestos Fact Sheet

## Naturally Occurring Asbestos: Approaches for Reducing Exposure

### *Purpose and Intended Audience*

This fact sheet provides an overview of approaches for reducing exposures to naturally occurring asbestos (NOA). It is intended to make general information about management options available to state and local government officials, project managers, and environmental professionals. The information should serve as a starting point for identifying current NOA management practices. In general, selecting an appropriate approach to reduce NOA exposure should be determined on a location-specific basis.

*NOA management approaches can reduce but may not completely eliminate potential exposures to naturally occurring asbestos.*

Information contained in this fact sheet was obtained from the currently available literature, including state and local government publications. To obtain more information on NOA management approaches, including their performance and frequency of use, refer to the resources provided at the end of this fact sheet.

### *Naturally Occurring Asbestos*

NOA occurs in rocks and soil as a result of natural geological processes. Natural weathering or human activities may disturb NOA-bearing rock or soil and release mineral fibers into the air, which pose a greater potential for human exposure by inhalation.

The U.S. Geological Survey (USGS) has an ongoing project to map the locations of historical asbestos mines, former asbestos exploration prospects, and natural asbestos occurrences. At least 35 states have reported NOA locations. To locate NOA areas in a specific part of the country, begin by consulting the USGS reports (see below) and contact a state geologist.

| | |
|---|---|
| **U.S. Geological Survey** | • Eastern United States http://pubs.usgs.gov/of/2005/1189/<br>• Central United States http://pubs.usgs.gov/of/2006/1211/<br>• Rocky Mountain States http://pubs.usgs.gov/of/2007/1182/<br>• Southwestern United States http://pubs.usgs.gov/of/2008/1095/ |
| **California Geological Survey** | Asbestos Reports, Maps and Guidelines for Geologic Investigations<br>• http://www.conservation.ca.gov/cgs/minerals/hazardous_minerals/asbestos/Pages/Index.aspx |

*This fact sheet is intended solely to provide general information on approaches that may be useful when addressing naturally occurring asbestos (NOA). It is not intended, nor can it be relied upon, to create any rights enforceable by any party, including any party in litigation with the United States. EPA considers NOA to be in an altered form if it has been disturbed by human activity; NOA is not considered to be altered if modified solely through naturally occurring processes or phenomena, from a location were it is naturally found. This fact sheet may be revised periodically without public notice. Use or mention of trade names does not constitute endorsement or recommendation for use.*

In this fact sheet, NOA does not refer to commercially processed, asbestos-containing material, such as insulation and fire protection in buildings or automobile brake linings. Information about commercial asbestos-containing products is available in other publications, including the resources mentioned on EPA's asbestos Web page http://www.epa.gov/asbestos.

## *Approaches for Mitigating Exposures to NOA*

The following general approaches to mitigate inhalation exposures to NOA are aimed at reducing NOA releases from rock or soil into the air:

- Leave NOA material in place and undisturbed
- Cover or cap NOA material
- Limit dust generating activities
- Excavate and dispose of NOA material

*Approaches for reducing NOA exposure are similar to practices used for asbestos-containing materials in commercial applications.*

Depending on the situation, a combination of engineering controls, work practices, and institutional (administrative) controls may be needed to implement an approach and reduce potential exposures to NOA. Selecting an approach depends on factors including:

- Accessibility of NOA (ground surface vs. below ground surface)
- Types of activities that disturb NOA (construction project vs. gardening)
- Climate and weather conditions
- Current and future land uses
- Technical and administrative feasibility of the approach

Typical engineering controls involve the use of covers and caps, vegetation, fencing, landscaping, and in some conditions, the application of water to suppress dust. Local factors, such as climate, influence the extent to which these approaches are implemented. For example, areas with dry or windy conditions may need more dust control than those with humid or less windy conditions.

Common work practices include limiting activities on NOA-containing areas, reducing driving speed on unpaved roads that may contain NOA, and cleaning vehicles driven over NOA. For example, during road construction or maintenance activities on unpaved areas where NOA is present, the Asbestos Airborne Toxics Control Measure (ATCM) for Construction, Grading, Quarrying, and Surface Mining Operations of the California Air Resources Board (ARB) requires that vehicle speeds not exceed 15 miles per hour.[1] Worker health and safety measures that include respiratory protection may be warranted. For information, consult with Occupational Safety and Health Administration Asbestos Standards for the General Industry and Asbestos Standards for the Construction Industry (http://www.osha.gov/SLTC/asbestos/hazards.html).

## *Examples of Engineering and Work Practices that Reduce Exposure to NOA*

| | |
|---|---|
| **Excavation, Grading, or Utility Work at Construction Projects** | • Wet road surfaces with water using trucks, hoses, or sprinklers[1]<br>• Wet piles of excavated material and cover them with tarps, plastic sheeting, or other items[1]<br>• Continuously mist the work area[1]<br>• Install wind barriers around the work area[1]<br>• Clean or decontaminate equipment and vehicles to ensure that no equipment or workers track soil out of the work area (a gravel pad, tire shaker, or wheel wash system may be used to clear soil from vehicles)[1]<br>• Wet the work area using a spray system attached directly to rock cutting or drilling equipment, such as a fine-mist sprayer or a variable-rate fogger nozzle (similar to those used in fire fighting)[2]<br>• Excavate utility trenches to an adequate depth and backfill them with clean soil so that future repair work will not need excavation into potential NOA-containing materials[3]<br>• When transporting NOA-containing materials, avoid overloading trucks; keep the material below the top of each truck compartment and cover material with a tarp[4]<br>• Limit personnel and vehicle access to the work area[5]<br>• Identify NOA-containing areas with signs[2]<br>• Reduce driving speed[1]<br>• Reduce drilling or excavating speeds[6]<br>• Excavate during periods of calm or low winds[1] |
| **Roads and Parking Areas (unpaved and gravel roads)** | • Cover roads with non-NOA-containing rock, chemical sealants or dust suppressants, chip seals, limestone aggregate, petroleum sealants, or asphalt cement paving[1, 7, 8]<br>• Wet road surfaces with water[1]<br>• Install windbreaks or berms[1]<br>• Reduce driving speed[1]<br>• Avoid dusty areas, especially in windy conditions[1] |

3

| | |
|---|---|
| **Around Communities (playgrounds, ball fields, pathways, and gardens)** | • Cover areas of rock and soil with clean soil, rock, vegetation, or other material (see next section, General Considerations for Using Covers or Caps)[3, 9]<br>• Pave over unpaved walkways, driveways, or roadways containing NOA[1, 10]<br>• Landscape areas with vegetation, such as NOA-tolerant plants, and add a layer of organic mulch or NOA-free soil. Water plants often until they are established to minimize erosion[9]<br>• Water garden areas before digging[9]<br>• Keep windows and doors closed on windy days and during periods when nearby rock or soil may be disturbed, such as during construction[9]<br>• Limit track-in by using entryway (door) mats, and wipe down pets before they enter buildings to reduce the amount of soil tracked indoors[4, 9]<br>• Allow children to play in outdoor areas only if the area has a ground covering, such as wood chips, mulch, sand, pea gravel, grass, asphalt, shredded rubber, or rubber mats[4]<br>• Relocate outdoor activities to areas that do not contain NOA (walk, run, hike, and bike only on paved trails)[4]<br>• Avoid dusty areas, especially in windy conditions[11] |

## *General Considerations for Using Covers or Caps*

One of the most common engineering controls is to place a cover system over the NOA. Cover materials may include clean soil or rock, concrete, chemical sealants or dust suppressants, chip seals, limestone aggregate, petroleum sealants, asphalt paving, geotextiles, wood chips, mulch, sand, pea gravel, shredded rubber, rubber mats, and vegetation.

The complexity of cover systems can vary from simple (e.g., a single soil layer) to complex (e.g., multiple layers of varying materials). Several factors, including cover material properties and site characteristics, affect the type of cover system appropriate for a particular area.

The availability of materials may influence the type of cover used. Materials that are readily available and close to the NOA area may be more desirable and cost effective than materials found farther away. For example, artificial turf and other imported materials may be more expensive than locally available soils. The cover material will likely need to be assessed for NOA or other undesirable constituents. Expected lifetime, maintenance, and monitoring requirements also affect the cost of covers.

The slope of the NOA area may influence the type and thickness of the cover material used. For example, steep slopes may need vegetation or shotcrete (concrete or mortar sprayed onto a surface with a pressurized hose) to promote slope stabilization. Steep slopes typically have a higher potential for erosion and therefore may demand thicker cover material.

The thickness of the cover material should provide a safety factor sufficient to ensure that airborne releases will not occur. Thicker covers may be needed in areas where there is a significant potential for erosion. The surface of a cover should protect against erosion by wind and rain. Materials used for erosion control typically include a layer of topsoil and vegetation. In areas where adequate vegetation is not possible, gravel, admixtures, or riprap may be used for the surface layer. The thickness of the cover may also depend on the presence of other cover components, such as irrigation lines.

4

A geotextile, which is a geosynthetic material made of polymer fabric, may be placed below the cover material to mark the presence of NOA and serve as an erosional indicator. Geotextiles also can provide protection, reinforcement, drainage, and separation when applied to the soil surface or between layers of materials. The California Department of Toxic Substances Control (DTSC) recommends that landscaped areas and play fields at schools include a geotextile marker covered by sufficient cover material to provide an effective barrier to reduce NOA exposures.[3] Placement of geotextile markers will demand additional time and expertise.

## *Long-Term Management Approaches*

For long-term management of areas with NOA, institutional controls (ICs) and a maintenance plan may be desirable. In areas where NOA poses potential health concerns, local and state government officials should consider providing educational material to supplement engineering approaches for reducing exposures to NOA. The Agency for Toxic Substances and Disease Registry has developed a fact sheet about asbestos and NOA for the general public entitled "Asbestos and Health: Frequently Asked Questions."[4]

### Institutional Controls

*For additional information about ICs, refer to the Land Use Controls Web site at http://www.lucs.org*

Generally, ICs are administrative or legal mechanisms that are designed to help minimize the potential for human exposure to contamination They also protect the integrity of the engineering measures. ICs are generally divided into four categories:

- *Government controls* include laws and permits (such as local zoning laws and permits required for excavating or digging). Work that may disturb NOA-containing soil may require government approval and may be subject to local or state construction guidelines. In California, the ATCM of the California ARB requires owners and operators to notify the local air quality management district within one business day of discovering NOA, serpentine mineral, or ultramafic rock in an area to be disturbed by construction, grading, quarrying, or surface mining operations.[1] In Virginia, the Fairfax County Health Department requires a compliance plan that includes air monitoring to ensure effective dust control during construction in areas containing NOA.[2]
- *Proprietary controls* include property use restrictions based on private property laws, such as land use easements or covenants.
- *Enforcement tools* include legally binding documents that require individuals or companies to conduct or prohibit specific actions.
- *Informational devices* include deed notices, public advisories, and other measures (such as warning signs and worker health and safety awareness training) that alert and educate people about an area.

### Maintenance Plan

A maintenance plan can help ensure that engineering controls and work practices remain effective. In California, for example, DTSC and school districts enter into an agreement to develop and implement an approved long-term operation and maintenance plan under DTSC oversight. These plans generally contain information about the following topics:[3]

- Building locations, utility line locations, and the thickness of cover material across the area
- Routine inspections

- Maintenance work, including erosion and storm water control
- Procedures for repairing cover damage
- Monitoring activities, such as perimeter or personal air monitoring
- Reporting format and frequency
- Restrictions on future activities that may expose NOA
- Management of imported soil and future excavation or trenching activities

| Additional Information | |
|---|---|
| | • Agency for Toxic Substances and Disease Registry - http://www.atsdr.cdc.gov/NOA |
| | • California Air Resources Board - http://www.arb.ca.gov/toxics/asbestos/asbestos.htm |
| | • El Dorado County, California - http://www.co.el-dorado.ca.us/emd/apcd/asbestos.html |
| | • Fairfax County, Virginia - http://www.fairfaxcounty.gov/hd/asb |
| | • Sacramento County, California - http://www.airquality.org/compliance/asbestosNaturallyOccurring.shtml |
| | • U.S. Environmental Protection Agency - http://www.epa.gov/asbestos/pubs/clean.html |

## *References*


1. California Environmental Protection Agency (Cal/EPA) Air Resources Board (ARB). 2002. Asbestos Airborne Toxic Control Measure for Construction, Grading, Quarrying, and Surfacing Mining Operations. Final Regulation Order. Section 93105. July 22. http://www.arb.ca.gov/toxics/atcm/asb2atcm.htm
2. Fairfax County Health Department. Undated. "Control and Prevention of Asbestos Exposure from Construction in Naturally Occurring Asbestos." http://www.fairfaxcounty.gov/hd/asb/pdf/tbrdpubfin.pdf
3. Cal/EPA Department of Toxic Substances Control (DTSC). 2004. Interim Guidance: Naturally Occurring Asbestos (NOA) at School Sites. September 29. http://www.dtsc.ca.gov/Schools/upload/SMBRP_POL_Guidance_Schools_NOA.pdf
4. Agency for Toxic Substances and Disease Registry. Undated. "Asbestos and Health: Frequently Asked Questions." U.S. Department of Health and Human Services. http://www.atsdr.cdc.gov/NOA/Asbestos-and%20Health.pdf
5. El Dorado County. 2003. Naturally Occurring Asbestos and Dust Protection. Ordinance. Chapter 8.44. June 12. http://www.co.el-dorado.ca.us/emd/apcd/PDF/Naturally_Occuring_Asbestos_June_12.pdf
6. Fairfax County Health Department. Undated. "Basic Elements for a Naturally Occurring Asbestos Compliance Plan." http://www.fairfaxcounty.gov/hd/asb/pdf/asb50.pdf
7. Cal/EPA ARB. 2002. "Fact Sheet #3: Ways to Control Naturally-Occurring Asbestos Dust." January. http://www.arb.ca.gov/toxics/asbestos/3control.pdf
8. Cal/EPA DTSC. 2005. "DTSC Recommends Resurfacing of Serpentine Gravel Roads Based on Garden Valley Study." April. http://www.dtsc.ca.gov/SiteCleanup/Projects/Garden_Valley.cfm
9. Cal/EPA ARB. 2002. "Asbestos-Containing Rock and Soil – What California Homeowners and Renters Need to Know." Compliance Assistance Program. CAP 03-035. http://www.arb.ca.gov/cap/pamphlets/asbestosbrochure.pdf

10. Cal/EPA DTSC. 2006. "Fact Sheet: Recommended Housekeeping Activities to Reduce Exposure to Naturally-Occurring Asbestos in Schools." October. http://www.dtsc.ca.gov/Schools/upload/Recommended_Housekeeping_for_NOA_102306.pdf

11. University of California Cooperative Extension. Undated. "Lake County Serpentine Landscape Demonstration Garden." Asbestos Serpentine Soils Education Program. http://www.capcoa.org/noa/%5B5%5D%20Lake%20County%20Serpentine%20Landscaping.pdf

## *List of Acronyms*

| | |
|---|---|
| ARB | Air Resources Board |
| ATCM | Airborne Toxic Control Measure |
| DTSC | Department of Toxic Substance Control |
| ICs | institutional controls |
| NOA | naturally occurring asbestos |
| USGS | U.S. Geological Survey |

# Appendix H – Post Removal Site Control

**POST REMOVAL SITE CONTROL**

**EMERGENCY REMOVAL ACTION**

**ASBESTOS/HAZARDOUS WASTE ASSESSMENT AND REMOVAL CHECKLIST**

| | | |
|---|---|---|
| **ADDRESS** | | |
| **APN** | | |
| **DATE** | | |
| **TIME INITIATED** | | |
| **PERSONNEL (ERRS/START)** | | |
| | | |

**Please mark the box as appropriate:**

| | | **YES** | **NO** |
|---|---|---|---|
| **ASBESTOS:** | Is there potentially ASBESTOS containing materials. | | |
| **PUBLIC CONTACT:** | Was there any with the PUBLIC at this address? | | |
| | If yes, describe below. | | |
| **EMPTY CONTAINERS:** | Were EMPTY CONTAINERS identified and marked with GREEN FLUORESCENT PAINT (green dot or MT)? | | |
| **FUEL TANKS?** | | | |
| **HHW REMOVED?** | | **# CONTRS** | **SIZE (GAL/LB)** |
| Used Oil | | | |
| Anifreeze/Batteries | | | |
| Paint | | | |
| Propane cylinders | | | |

| | | | |
|---|---|---|---|
| Pesticides/Fertilizers | | | |
| Pool or Cleaning Chemicals | | | |
| Gasoline | | | |
| | | | |
| **TYPES OF ASBESTOS** | | | |
| (i.e. transite piping and/or panels, chimney flue) | | | |
| | | | |
| | | | |
| | | | |
| **PHOTOS TAKEN:** | | **YES** | **NO** |
| Minimum one photo taken of each lot when completed sticker is applied to stake | | | |
| | | | |
| | | **INITIALS** | **DATE** |
| **FINAL – HHW REMOVAL COMPLETE:** | | | |
| **ASBESTOS REMOVAL COMPLETE:** | | | |
| **OTHER NOTES:** | | | |

| | | | | |
|---|---|---|---|---|
| | | | | |
| **Gamma Rad** | | | | |

# Appendix I – U.S. EPA NESHAP Memorandum

# Appendix J – Example of a Debris Management Plan

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California Environmental Protection Agency

# FINAL OPERATIONAL DEBRIS MANAGEMENT PLAN WITH PROJECT SPECIFICATIONS

for the

# GLENVIEW INCIDENT SAN BRUNO, CALIFORNIA

December 10, 2010

Prepared By:

Todd Thalhamer, P.E.

Operations Section Chief

CalRecycle, Solid Waste Cleanup Program

1001 “I” Street, Sacramento, California 95814

For:

Dean D. Peterson PE, REHS

Director Environmental Health

San Mateo County Environmental Health

2000 Alameda de las Pulgas, Suite 100

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## SUMMARY

Per the Executive Order S-14-10, Office of the Governor of the State of California, CalRecycle staff has prepared this structural debris removal report for the County of San Mateo, Environmental Management and the City of San Bruno, and CalRecycle's removal contractor(s). This document is the first of two documents that will treat the removal of the structural debris as a single organized project. A separate but similar document will be prepared for home owners who decide to opt out of the state sponsored cleanup process and perform the structure debris removal on their own. Additionally this document will be considered an interim report until all the supporting documents, which include, but are not limited to, the site specific health and safety plan, community safety plan, confirmation sampling plan are prepared by CalRecycle consultants. A final report for each home site will also be prepared.

The following document was compiled after a field assessment of the destroyed structures at the Glenview Incident, personal experience and knowledge of previous coordinated debris removal projects, environmental removal projects, structure fires, and waste management practices in the United States and abroad. Prior fire experience for Mr. Todd Thalhamer includes daily observations and inspections, direct management of emergency resources and personnel, evaluation of suppression tactics, assessment of environmental impacts, design of environmental remediation, and evaluation of potential impacts from waste fires.

The findings, information, and professional opinions are presented in accordance with generally accepted professional engineering methods and waste management strategies and are limited to the Glenview Incident Area. Any questions or comments concerning this report should be referred to Mr. Todd Thalhamer at 916.798.5464 (cell) or by e-mail at Todd.Thalhamer@CalRecycle.ca.gov. Mr. Thalhamer is a registered Professional Engineer in the State of California and his license number is C055197.

Mr. Thalhamer has prepared this report and his seal as a Registered Civil Engineer in the State of California is affixed below.

Note: This incident is dynamic and the plan will be updated as comments are received and consultants are performed with federal, state, county, and city agencies. No operational plan can be implemented within days of an incident and be considered final without local knowledge, permits and input.

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Appendix B. Right-Of-Entry Permit for Debris Removal on Private Property
Appendix C. Work Zones for the Glenview Incident Debris Removal
Appendix D. Glenview Incident Structural Debris Removal Forms
Appendix E. Acronyms and Abbreviations

# 1 Introduction

On September 10, 2010, the Governor of the State of California, Arnold Schwarzenegger, issued executive order S-14-10, which declared a state of emergency in San Mateo County as a result of an explosion and/or fire (See Attachment A). This order stated that all State agencies with responsibility, regulatory authority or expertise related to recovery efforts in connection with the Glenview Incident shall cooperate fully and act expeditiously in coordination with the California Resources and Environmental Protection Agencies (CalEPA), to facilitate the mitigation of the effects of the fire and the environmental restoration of the City of San Bruno.

The order also states the following:

> The California Emergency Management Agency (Cal EMA) shall coordinate assistance programs offered by all relevant federal, state and local agencies and departments, including, but not limited to, the California Conservation Corps, the Department of Public Health, the Department of Health Care Services, the Department of Mental Health, the Department of Social Services, the Department of Consumer Affairs, the Department of the Highway Patrol, the Department of Forestry and Fire Protection, the Department of Veterans Affairs, the Department of Aging, the Department of Transportation, the Department of Insurance, the Department of Housing and Community Development, the Employment Development Department and California Volunteers. All State agencies with responsibility, regulatory authority, or expertise related to recovery efforts in connection with this explosion and fire shall cooperate fully and act expeditiously in coordination with the California Resources Agency and the California Environmental Protection Agency, to facilitate the mitigation of the effects of the explosion and fire and the environmental restoration of the affected areas. State agencies shall, as necessary for the protection of public health and the environment, assist local governments to enter into contracts and arrange for the procurement of materials, goods, and services necessary to quickly remove dangerous debris, repair damaged resources, and restore and protect the impacted watershed. Because strict compliance with the provisions of the Government Code and the Public Contract Code applicable to state contracts would prevent, hinder, or delay these efforts, applicable provisions of those statutes, including, but not limited to, advertising and competitive bidding requirements, are suspended to the extent necessary to address the effects of the explosion and fire. The Department of Forestry and Fire Protection, the California Department of Corrections and Rehabilitation, and the California Conservation Corps, shall use employees, corps members, inmate and ward labor, where appropriate, to protect public health, safety, and water quality on public lands or where otherwise requested by private property owners.

Additionally the order stated that State agencies shall work with local officials to design and implement a comprehensive structural debris removal plan that will treat the removal of structural debris as a single organized project.

The objective of this document is to meet the above requirements and design a comprehensive structural debris removal plan. This document will be for the state sponsored debris removal and, if requested, a second document will be prepared for a private land owner who elects not to participate in the state sponsored debris removal. Both documents will require removal contractors to follow a set of specifications to mitigate known hazards and conditions to limit the impacts to the surrounding public, environment, and the City of San Bruno.

As part of the executive order, the Resources Agency assigned a number of tasks to agencies and boards under the Resources Agency umbrella. The Department of Resources Recycling and Recovery (CalRecycle) was tasked to design and implement a structural debris removal plan for the Glenview Incident in San Bruno, California. CalRecycle will use the Solid Waste Cleanup Program to implement and oversee the structural debris removal. CalRecycle has mobilized its environmental contractor and consultant to begin the removal process from homes sites once the Right-of-Entry Permits for debris removal on private property are signed by the individual property owners.

CalRecycle has compiled this Debris Plan for the Glenview Incident in the City of San Bruno. Information related to this project was obtained from the Office of the Governor, Glenview Fire Incident, County of San Mateo, Environmental Management, a review of the 2003 San Diego fires, 2007 San Diego and San Bernardino, and past CalRecycle debris removals.

CalRecycle has authorized its remediation contractor Pacific States Environmental Contractor, Inc (CONTRACTOR) to perform the structural debris removal for the County of San Mateo. Pacific States Environmental, Inc is a licensed general California Contractor (License # 723241) with the following classifications, A-General Engineering, C21-Building Moving, Demolition, HAZ-Hazardous Substances Removal, ASB-Asbestos (bid only). This debris management plan will be provided to CONTRACTOR, the County of San Mateo, City of San Bruno and other agencies for comment and review. Once comments are provided the CONTRACTOR will use this debris management plan for the project. This document is dynamic and will be updated as comments are received and consultations are conducted with federal, state, county, and city agencies. No

operational plan can be implemented within days of an incident and be considered final without local knowledge, permits and input.

The debris management plan presents the overall removal plan for the state sponsored cleanup. Table 1 outlines agencies and project participants and their responsibilities relative to the debris plan.

Table 1. Debris Management Plan Project Responsibility [Pending]

| Agency/Company | Contact | Responsibility/Assistance |
|---|---|---|
| San Mateo County Environmental Health | Dean D. Peterson PE, REHS<br>Director Environmental Health<br><br>Incident Commander | Overall Incident Management, On-site compliance, identifying household hazardous waste, community relationships, review of confirmation sampling, and county approval and oversight |
| Resources Agency - CalRecycle, Solid Waste Cleanup Program | Todd Thalhamer<br><br>On-site Project Engineer<br><br>Operations Section Chief | Responsible for the management of the operations. Oversight of project, cost control, waste removal, identifying hazards, structural hazards, and project mgmt. |
| Resources Agency- CalRecycle, Solid Waste Cleanup Program | Wes Mindermann<br><br>SWCP Supervisor | Implementation of CalRecycle SWCP requirements authorizing the debris removal, work orders for removal contractors, and invoicing. |
| CalEPA - Department of Toxic and Substances Control | Adam Palmer<br><br>Nancy McGee | On-site review and support of issues related to hazardous substances |
| CalEPA<br><br>Office of the Secretary | Pete Guria | Agency Representative |
| California Emergency Management Agency | Melinda Stehr<br><br>Deputy Operations Section Chief | Technical support for debris removal. Also acts as the operation chief. |

| | | |
|---|---|---|
| Recology San Bruno<br><br>Refuse | Kirsten Pinochi<br><br>General Manager | Local Waste Hauler and Disposal |
| Pacific States Environmental Contractor<br><br>Primary Contractor | Pete Timmerman<br><br>Project Manager | Prime contractor responsible for removing structural debris and waste. |
| ARCADIS | James Eisert, P.G.<br><br>Project Manager | Environmental consultant responsible for field documentation, foundation verification, ash footprint, confirmation sampling, final reports |
| Network Environmental Systems, Inc. | David Durst<br><br>Industrial Hygienist | Development of the Site Specific Safety Plan |
| Smith Crane and Rigging | Chad Smith<br><br>Project Manager | Tree removal |
| North Valley Resource Management | Danielle Banchio<br><br>Registered Forester | State Forester identification of hazard trees |

## 1.1 Site Description

Approximately 34 to 36 homes and other structures were destroyed during the Glenview Incident. One playground and approximately 3 acres of forested area in the adjacent Crestmoor Canyon Open Space Area were also destroyed. A potential of 12,000 tons of waste and debris have been identified for removal. The sites vary in composition: some contain just foundations, ash and metal debris, while others are partially burned. This debris removal plan will cover all structural debris and trees from the Glenview Incident. The CalRecycle operations section chief will make the final decision on what structures and material will be removed.

### 1.1.1 Site Ownership

The ownership of each structural debris site varies. Legal authority to enter each site will be handled by the County of San Mateo. No work by the CONTRACTOR will begin

on private property unless the property owner signs the Right-of-Entry Permit (See Appendix B). Once the forms are signed debris removal may begin. The CONTRACTOR will also note all issues and concerns by the residents on the form.

## 1.2 Vicinity and Site Maps

The Glenview Incident is located in the City of San Bruno next to Crestmoor Canyon Open Space. The impacted homes for this debris removal are located on Glenview Drive, Earl Avenue, Claremont Drive, Fairmont Drive, and Concord Way. The work zones have been divided into 3 divisions. Figures 1 through Figure 4 provide project details.

**Figure 1. General Location Map (Source Google Earth, September 2010)**

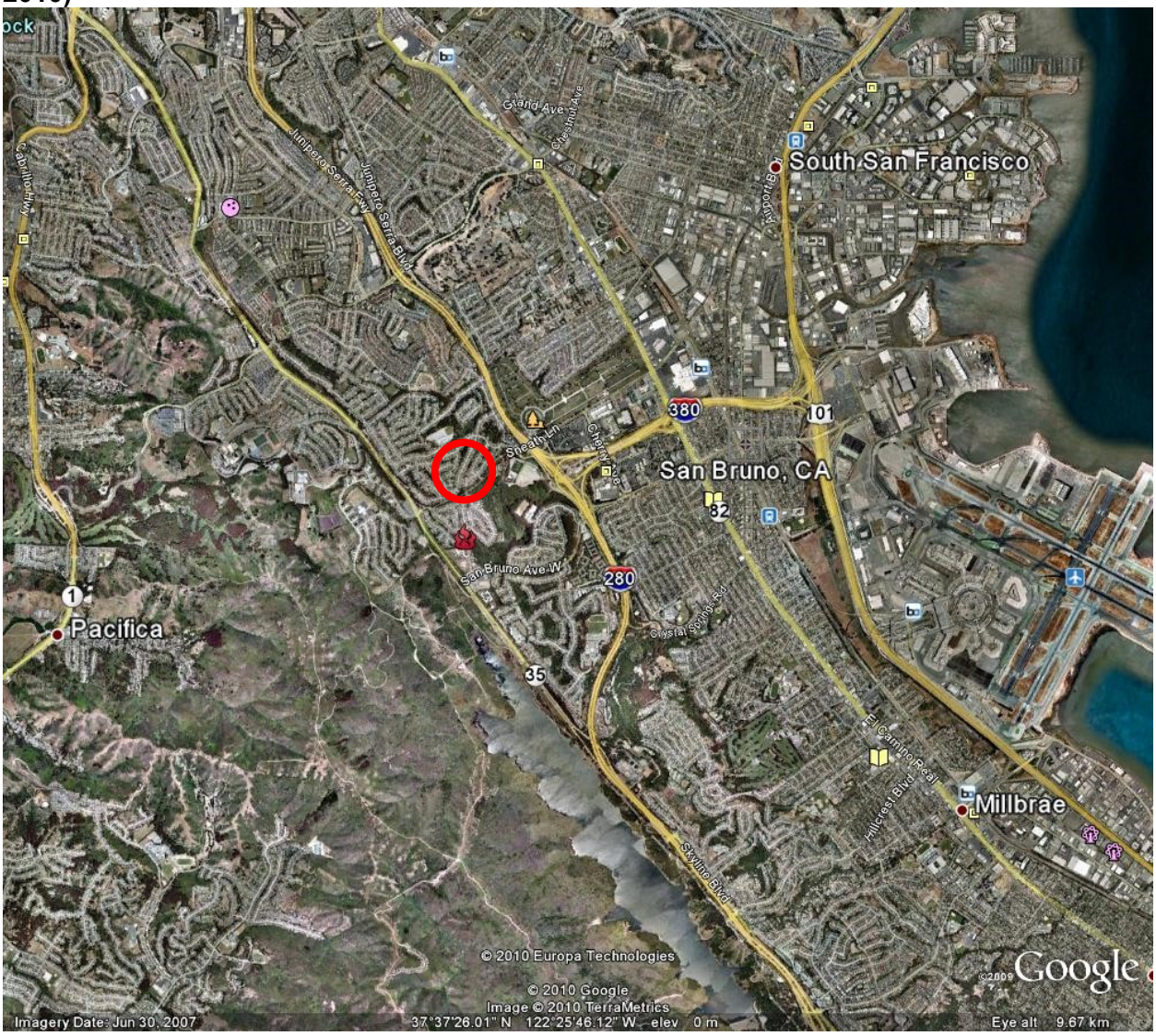


**Figure 2. Pre-Incident Condition (Source LA Times and Google September 2010)**

**Figure 3. Impacted Homes from the Glenview Incident. (Source : City of San Bruno, 2010)**

**Figure 4. Work Zones by Division Glenview Incident Debris Removal**

### 1.3 Site Characterization

Ash and debris from residential structures that are consumed by fires contain concentrated amounts of heavy metals, such as arsenic, barium, beryllium, copper, chromium, cadmium, lead and zinc. This concentration of metals has been demonstrated in the **Assessment of Burn Debris - 2007 Wildfires San Bernardino and San Diego Counties, California (http://www.calepa.ca.gov/Disaster/Fire/)**.

Hazardous asbestos in stucco, roofing, tile, surfacing materials was commonly used in pre-1984 homes. The Bay Area Air Quality Management District (BAAQMD) and United States Environmental Protection Agency (USEPA), Region 9, has determined that all ash and commingled debris from the Glenview Incident should be managed as hazardous asbestos containing waste in accordance with federal asbestos National Emissions Standards for Hazardous Air Pollutants (NESHAP) and Bay Area Air Quality Management District Regulation 11, Rule 2. Although site-specific surveys and testing under these requirements could be performed to differentiate ash and commingled debris not regulated as hazardous asbestos containing waste, United States Environmental Protection Agency (USEPA) Region 9 has concluded that in this Incident the surveys would probably not be cost effective and could delay response time. This requirement will be implemented for this Plan and is substantially more stringent than prior residential ash debris removal projects. All hazardous asbestos containing waste will be transported for disposal at the Hay Road Landfill, Solano County. The Hay Road Landfill is authorized to accept such material.

Impacted soil and debris outside the ash footprint will be managed as a non-hazardous solid waste for disposal at the Hay Road Landfill. Metal debris, wood and concrete will be recycled to the extent feasible. Tree debris will be taken to Hay Road landfill for use as biofuel. Table 2 provides an estimated range of possible tonnage by material per structure.

Table 2. Estimated Debris[1] per Home Site to be Transported to an Appropriate Facility

| MATERIAL | Average Tonnage |
|---|---|
| Soil and Debris | 150 to 200 |
| Ash and Debris | 20 to 60 |
| Concrete Debris (Recycle) | 20 to 30 |
| Brick | 0 to 5 |
| Metal Debris (Recycle) | 5 to 10 |
| Other (Trees, drainage, etc.) | 0 to 50 |

[1] Estimated based on tonnages removed from Tahoe 2007

Based on a count of 34 to 36 structures destroyed and/or damaged, the tonnage of debris from structures may reach as high as 12,000 tons.

### 1.4 Removal Costs

Based in general on prior similar debris removal projects, an initial cost estimate of $36,000 per home will be used for removal, and $3,000 for environmental sampling and reports. Overall the project costs are estimated to range from $1.5 million to $2.0 million dollars for debris removal on private lots, with an additional estimated cost of up to $200,000 for debris and tree removal from public areas (park and playground). Actual costs may vary based on site-specific conditions in the field. Removal costs may range from $25,000 for the smaller homes to as much as $65,000 for large homes with substantial concrete features, retaining walls, and foundations. Daily project costs will be tracked per home site. Other removal costs associated with privately owned site structural debris removal that are not based on direct charge, such as daily watering, street sweeper, project management, industrial sampling, etc., will be shared by each home site. The cost per home will be based on the square footage of the foundation and associated structures and the ash footprint. Any costs and activities associated with removal of structures, trees, debris or other features on public property will be estimated and approved by the Incident Commander and Operations Section Chief and will not be borne by private homeowners.

### 1.5 Known Hazards

Depending on how much of the structure is present, the known hazards will vary. If just ash and debris is present, the removal site may contain elevated levels of heavy metals and/or asbestos. All home sites located where there are burned trees will pose a fall hazard. There are a number of partly burned homes that will pose a fall hazard and all chimneys will also be considered a fall hazard. There are physical hazards (i.e., slips, trips, and falls) from exposed glass, metals and debris. Additionally, the weather will pose potential hazards from fog, rain and high winds. Other hazardous material or medical wastes may be discovered during the removal. Utilities, such as electrical, gas, cable, telephone, and sewer, are present and need to be accounted for while removing the debris.

## 2 Proposed Cleanup

### 2.1 Incident Command System (ICS)

This debris removal will use the ICS. ICS is the model management tool for command, control and coordination of all agencies and/or private companies as they work toward the common goal of removing the debris and protecting the environment. The incident will be managed by County of San Mateo Office of Emergency Service, County of San Mateo Environmental Health Department, and CalRecycle.

CalRecycle will act as operations and provide the necessary contractors, resources and management to operate the Debris Removal Operations Center (DROC). CalRecycle will provide an operation section chief responsible for CalRecycle's contractor and implementation of the plan. The operations section chief will have a phone/radio available at all times while on-site. If the operations chief leaves DROC for a significant amount of time, a designated person will be placed in charge. The operations section chief's responsibilities will include, but not be limited to:

- Establish debris removal protocols;
- Overall management of operational issues and concerns;
- Overall management of removal contractor resources;
- Overall management of environmental consultant and health and safety consultant;
- Review and approve debris removal sites;
- Review and approve of disposal locations
- Review and approve of all expenditures;
- Review and approve of all sampling and assessment protocols;
- Review of all safety requirements on-site ;
- Acts as a liaison with the public, media, and public officials;
- Field monitor the project

- Oversee the decontamination of all equipment, personal protective equipment, and samples from contaminated areas, when appropriate;
- Review and approve all purchases and ensures that all assigned equipment described in the safety plan is available and used as appropriate;
- Provide emergency response treatment procedures [i.e., CPR and First Aid];
- Monitor and document on-site health hazards;
- Is aware of and uses, if necessary, emergency procedures, evacuation routes, and the telephone numbers of the local hospital and police departments;
- Conduct inspections to determine if the safety plan is being implemented satisfactorily;
- Document final site conditions and note exceptions to the protocols

## 2.2 Scope of Work

Major items of work anticipated in this project may include, but are not limited to:

- Establishing a Debris Removal Operation Center (DROC) and providing site sanitation;
- Coordinating contractor resources;
- Installing of project signs indicating removal progress;
- Removing and disposal of disaster debris, solid waste, and demolition debris, including waste tires;
- Segregating and sorting of recyclable metal debris and delivery to recycling facilities;
- Hauling of ash debris to an appropriate facility;
- Recycling concrete debris;
- Providing traffic control signs;
- Site contouring, posting of signs, and erosion protection;
- Cost tracking;
- Installing erosion control devices; and
- Removing trees that pose a safety hazard.

Additionally the CONTRACTOR will employ independent third party consultants to provide the following services, but not limited to:

- Prepare a site specific health and safety plan;
- Prepare a community safety plan;
- Prepare a native soils and asbestos background report;
- Perform field documentation for each home site;
- Perform an asbestos survey of each home site;
- Perform site specific air monitoring;
- Perform an assessment of hazardous trees;
- Perform confirmation sampling for each home site; and

- Prepare final report for the project and for each home site.

## 2.3 Work Plan

The following summarizes the tasks the CONTRACTOR, or an approved subcontractor, will undertake during structural debris removal:

1. CalRecycle's CONTRACTOR, or an approved subcontractor, will first inspect all structures at each site and evaluate hazards. Next CONTRACTOR will coordinate with local agencies and resources to determine what materials and tasks are required. (**Note: No work by CalRecycle's Contractor or its subcontractor(s), including inspection of structures and/or evaluation of hazards, will occur on private property until the property owner signs the Right-of Entry, no exceptions**).

2. The CONTRACTOR, or an approved subcontractor, shall provide the posts and address signs to the county to install. The CONTRACTOR will install site project signs and potentially address signs if required. The CONTRACTOR will prepare for emergency erosion control to prevent the issues with runoff associated with significant rain events.

3. The CONTRACTOR, or an approved subcontractor, will perform the necessary site documentation and an asbestos survey.

4. The CONTRACTOR, or an approved subcontractor, will then remove the ash and debris from the site. This material will be treated as a hazardous asbestos containing waste. Dust emissions during all phases of the removal will be controlled via a water spray from a fire fighting grade nozzle.

5. The CONTRACTOR, or an approved subcontractor, will separate and haul all recyclable metal to acceptable facilities for recycling. Dust emissions during all phases of the demolition will be controlled via a water spray from a fire fighting grade nozzle.

6. The CONTRACTOR, or an approved subcontractor, will be responsible for removing any other hazardous wastes except for household hazardous wastes discovered during the removal. Household hazardous waste will be segregated and stored on-site by CalRecycle for pickup by the County of San Mateo.

7. The CONTRACTOR, or an approved subcontractor, will remove all chimneys and foundations. CalRecycle's engineer has determined that all chimneys pose a health and safety risk to the removal team. All chimneys will be taken down with proper dust control. If feasible, the chimney and concrete foundation or slab will be recycled. The slab or foundation may have to be washed down to ensure the concrete is not contaminated. Additional excavation may be necessary around the area of the foundation/slab to remove ash and debris.

8. After all the appropriate debris is removed from the site, the CONTRACTOR, or an approved subcontractor, will remove 3 to 6 inches of soil from the impacted area.

9. Once debris, ash and soil removal is completed, the area will be tested by the CONTRACTOR, or an approved subcontractor, to ensure residual contamination is removed.

10. The CONTRACTOR, or an approved subcontractor, will assess trees in the projects area, and identify and remove all trees that require removal for the protection of public health and safety and the environment. All wastes generated from the removal of trees will be hauled to an appropriate waste or recycling facility.

11. After all debris is removed the CONTRACTOR, or an approved subcontractor, will complete the erosion control measures. The erosion control devices shall be installed using the erosion control guidelines established by the County of San Mateo, Building Department, or other appropriate agency. These specifications will be one of three levels of erosion control as determined by the operations section chief. Hydroseeding of lots will be completed as determined by the Operations Chief.

Table 3 provides disposal information to assist the CONTRACTOR in the removal of the debris from the Glenview Incident. CONTRACTOR is responsible for verifying that all disposal and recycling sites utilized in the completion of this project are properly licensed.

**Table 3. Disposal Matrix for Materials**

| Material | Disposal Contact or Facility |
|---|---|
| Ash and Debris | Operation Section Chief will be responsible for identifying the appropriate facility which requires disposal as a hazardous asbestos containing waste. This material will be disposed at the Recology Hay Road Landfill in Solano County. |
| Soil and Debris | Operations Section Chief will be responsible for identifying the appropriate facility. This material will be disposed of as a non-hazardous solid waste at the Recology Hay Road Landfill in Solano County. |
| Demolition Debris<br><br>(Damaged Homes) | CONTRACTOR will be responsible for identifying the appropriate facility. |
| Trees and Vegetation | CONTRACTOR will be responsible for identifying the appropriate facility. |
| Metal Debris | CONTRACTOR will be responsible for identifying the appropriate metal recycler. |
| Metal Discards (Appliances) | Freon Extraction is REQUIRED for refrigerators. Check with above metal recyclers to determine if they are in compliance with the Metallic Discard Act. Note: Furnaces shall be checked for asbestos before disposal. |
| Vehicles and Trailers | Vehicles and/or trailers that did not sustain damage or vehicles and/or trailers that sustained minor damage will be left on the property. These vehicles and/or trailer may be moved by the CONTRACTOR to complete the debris removal. |
| Tires | CONTRACTOR will be responsible for identifying the appropriate facility |
| Other Hazardous Waste | CONTRACTOR will be responsible for identifying the appropriate facility. |

| Table 3. Disposal Matrix for Materials Cont. | |
|---|---|
| Material | Disposal Contact or Facility |
| Household Hazardous Waste (HHW) | **Unlikely.** The County of San Mateo has performed a HHW sweep of the impacted area. If HHW is discovered the HHW will be segregated by the CalRecycle and/or the CONTRACTOR to a temporary on-site storage. As necessary the County of San Mateo will collect and transport HHW to the County facility @ no charge to CalRecycle and or CONTRACTOR. |
| Human Remains | CalRecycle will coordinate with the City and County to locate any human remains. If human remains are located the work will stop and CalRecycle will contact the County. Due care of the remains will be taken. |
| Dead Animals | If dead animals are discovered, they will be disposed of with the ash and debris, unless directed by the homeowner. |
| UXO (Unexploded Ordinance) | **Unlikely.** With the high temperatures from a forested wildland fire the likelihood of discovering any UXO is remote. If UXO is discovered the CONTRACTOR shall notify CalRecycle so proper disposal can occur by the County of San Mateo Sheriff Department. Small arms ammunition may be found in the damaged homes. |
| Radioactive Debris | **Unlikely.** All impacted lots will be screened for radiation before removal. If radioactive debris is encountered, the material will be removed and properly disposed of by CalRecycle and its CONTRACTOR. |
| Medical Waste | **Unlikely.** If medical wastes are discovered, they will be properly bagged and transported to the appropriate facility by CalRecycle and its CONTRACTOR. Small quantities of sharps (e.g., needles and illegal drug items) will be removed and disposed of through CalRecycle and its CONTRACTOR. Operations Section Chief will use sharp “mail-back” containers provided by CONTRACTOR. |

### 2.3.1 Schedule

Prior to beginning work, CONTRACTOR shall submit a proposed schedule of operation.

### 2.3.2 Sequence of Operation

Scheduling and coordination of construction activity shall be the sole responsibility of CONTRACTOR within the following limitations:

- CalRecycle and the County of San Mateo will determine which zone the CONTRACTOR will begin work. Three zones (Zone A, Zone B, Zone C) have been identified. (See Appendix C)
- CONTRACTOR shall employ the sequence of removal activity designed by the Operations Chief and described within this document.
- CONTRACTOR will verify appropriate rights to enter have been obtained and all necessary testing and documentation have been completed prior to implementing any phase of removal activity.
- All work shall be performed between the hours of 7:30 A.M. to 6:00 P.M., Monday through Saturday, unless authorized by the Operations Section Chief and the County of San Mateo. A daily briefing will commence at the staging area at 7:30 AM every day of operation.
- All construction equipment working within the residential zones shall maintain a speed of **10 mph or less**.

## 2.4 General Conditions

### Notices

The following notices, at a minimum, will apply to the project:

- The CONTRACTOR shall notify Underground Services Alert (USA) at least 48 hours prior to any excavation;

- The CONTRACTOR shall notify the local fire department prior to commencement of work;

- The CONTRACTOR shall notify the local power provider prior to removal of any damaged structure to ensure the electrical power has been shut off;

- The CONTRACTOR shall contact all local utilities and acquire their shut off plans for utilities at the destroyed structures;

- The CONTRACTOR shall notify CalRecycle at least 48 hours prior to commencement of the cleanup project. CONTRACTOR will use caution around all trees. Only trees identified and marked by a registered forester may be removed; and

- If CONTRACTOR discovers household hazardous materials, the material will be segregated by the CalRecycle and/or the CONTRACTOR to a temporary on-site storage. As necessary the County of San Mateo will collect and transport HHW to the County facility @ no charge to CalRecycle and or CONTRACTOR.

### 2.4.2 Dust Controls

The CONTRACTOR shall provide water or dust palliative, or both, to prevent dust nuisance at each site. ***Dust resulting from Contractor's performance of the work shall be controlled at all times during this project***. The Contractor will provide fire grade firefighting nozzles with shut off valves for dust control. Each removal crew will be provided at least one fire nozzle. These types of fire nozzles in past projects have proven successful in applying the appropriate amount of water to control dust.

### 2.4.3 Pre-Watering

The CONTRACTOR shall pre-water each impacted lot 48 to 72 hours in advance of the removal. The water shall be applied in a manner so not to generate significant runoff. Water may be applied using side spray from a water tender, hose line, or other method approved by Operations Section Chief.

### 2.4.4 Waste Load Controls

All loads shall have a tracking system to indicate material leaving the site.

All loads shall be wetted down before leaving the site. All loads shall be covered with a tarp; this includes metal debris. Concrete loads are exempt from a tarp provided the loads are wetted prior to leaving. If concrete loads generate dust, then the loads must be wetted and tarped.

### 2.4.5 Cost Controls

CONTRACTOR and the Operations Section Chief shall update cost tracking of the removal on a weekly basis. The CONTRACTOR will be responsible for establishing a cost tracking spread sheet and system. For each property, the CONTRACTOR will track all direct labor, equipment, disposal, transportation, and erosion costs.

### 2.4.6 Traffic Control

The CONTRACTOR will provide for all traffic controls established in the site specific health and safety plan and the community health and safety plan. Traffic controls and warnings standard to the construction industry and as required by the State of California motor vehicle code will be implemented on an as needed basis. Vehicles utilized for debris removal will be of legal weight according to the Cal/Trans State Standard Specifications (2002 Edition), Section 7-1.08 “Public Conveyance”, Section 7-1.09 “Public Safety”, Section 12 ”Construction Area Traffic Control Devices”. A traffic control plan for the project areas will be submitted prior to work being performed, and will be reviewed and approved by the Pacific States Environmental Contractors, Inc. project construction manager (CM). Traffic plans will be updated as needed to adjust for changing conditions on site and in the community. Updated traffic plans will be reviewed by the appropriate City representatives and communicated to all project personnel through the Daily Incident Action Plan.

The CONTRACTOR will also establish additional traffic controls as needed to control site vehicle traffic during specific site activities such as equipment movement, press events or visits by dignitaries.

### 2.4.7 Equipment Controls

All removal equipment supplied by the CONTRACTOR should have glass enclosures and weigh less than 80,000 lb. The goal is to use equipment that minimizes the impact to the local roadway while completing the removal. For example, excavators should be smaller than or equal to a 330 Caterpillar or equivalent and front end loaders should be small than or equal to a 950 Caterpillar or equivalent.

### 2.4.8 Pavement and Drainage Projections

The CONTRACTOR at all times will protect the edge of pavement and county drainage features to the extent feasibly possible.

#### 2.4.8.1 Trackout Management

CONTRACTOR will implement procedures to prevent or cleanup carryout and trackout as specified below. The use of blower devices, or dry rotary brushes or brooms, for removal of carryout and trackout on public roads is expressly prohibited. The removal

of carryout and trackout from paved public roads does not exempt an owner/operator from obtaining state or local agency permits which may be required for the cleanup of mud and dirt on paved public roads.

- The CONTRACTOR shall prevent carryout and trackout, or immediately remove carryout and trackout when it extends 50 feet or more from the nearest unpaved surface exit point of a site and at the minimum remove all other visible carryout and trackout at the end of each workday.
- Cleanup of carryout and trackout shall be accomplished by:
  - Manually sweeping and picking-up; or
  - Operating a rotary brush or broom accompanied or preceded by sufficient wetting; or
  - Operating a PM10-efficient street sweeper

### 2.4.9 Environmental Consultant Tasks

The CONTRACTOR shall employ third party environmental consultants to perform an environmental assessment of the impacted area. The assessment will include but is not limited to:

### 2.4.10 Determining Background Soil Metals Concentrations

A third party consultant will prepare a background soil analysis in the fire area to examine the naturally occurring metal concentrations for comparison with the confirmation sampling. All the background samples will be submitted to a California-certified laboratory and analyzed Title 22 metals (antimony, arsenic, barium, beryllium, cadmium, chromium, cobalt, copper, lead, mercury, molybdenum, nickel, selenium, silver, thallium, vanadium, and zinc) by EPA Method 6010 and mercury by EPA Method 7471A.

### 2.4.11 Radiological Monitoring

While unlikely to be an issue, a third party consultant shall perform a radiological survey around the impacted structures. The survey equipment should be designed for general radiological surveying such as a Ludlum 2241 or equivalent. CalRecycle will provide the calibrated radiological equipment to the consultant for the duration of the project.

The action level for this project is set at two times background. Should a level of 2x background be detected, the surveyor will isolate (i.e., cordon off) the area and notify the Operations Section Chief and/or County of San Mateo, Environmental Management.

### 2.4.12 Site Assessment

To prepare each property for cleanup, an approved third party environmental consultant will perform a site documentation on all the impacted lots. Site documentation will include photographic records as described in 2.4.9.4 and foundation verification as described in 2.4.9.5 and additional data as determined necessary by the Operations Chief.

### 2.4.13 Site Photo Logs

The Consultant will take a minimum of four photographs from all sides of the impacted structure. Additional photos should also be collected of other structures and vehicle if not shown in the original photos. The Consultant will collect a minimum of two other photos showing the location of the confirmation samples.

### 2.4.14 Foundation Verification

The Consultant will contact the County of San Mateo Building Department and coordinate a foundation investigation. The purpose of the investigation is to determine the previous square footage of the home. The Consultant will be responsible for providing the measurements of the foundation, piers, sheds, or other structures to the County. The Consultant will measure and record the dimensions of the burned structure footprint at each property, measure and record the dimensions of the ash area footprint at each property, and monitor the ash at each property for radioactivity with field monitoring equipment provided by CalRecycle.

### 2.4.15 Asbestos Survey

The consultant will perform a bulk asbestos survey of each lot. Should any visible asbestos be discovered, the material will be properly segregated and removed.

### 2.4.16 Confirmation Sampling

The consultant will collect at least two confirmation soil samples from each property unless the structure is a shed or other impacted area. Should the impacted area be greater than 2,000 sq. ft. then one additional sample per 1000 sq. ft. of contamination (e.g., 3 per 3,000 sq. ft., 4 per 4,000 sq. ft., etc.) will be collected. The samples will be submitted to a California-certified laboratory and analyzed for Title 22 metals (antimony,

arsenic, barium, beryllium, cadmium, chromium, cobalt, copper, lead, mercury, molybdenum, nickel, selenium, silver, thallium, vanadium, and zinc) by EPA Method 6010 and mercury by EPA Method 7471A.

#### 2.4.17 Site Approval

The Consultant will assist in establishing cleanup goals for the project. The Consultant will evaluate the analytical results by comparing the soil sampling results to the pre-determined background concentrations and cleanup goals, assist in determining whether additional excavation is necessary at each property based on the confirmation soil sampling results, and coordinate with CalRecycle and Contractor, if appropriate, to conduct additional removal activities. The Consultant may need to collect additional confirmation soil samples, as needed.

#### 2.4.18 Final Reports

The CONTRACTOR or his third party consultant will prepare and submit a report for each property to CalRecycle summarizing the data evaluation, a final project report and develop a cost analysis formula to assist with the cost recovery of insurance and/or other funds. Final Reports are described in detail in section 3.3 of this document.

## 2.5 Safety

The CONTRACTOR shall, at all times, operate equipment and perform labor in a safe manner to ensure the safety of its employees and the public. CONTRACTOR must pay particular attention to operations around local roads and take the necessary precautions. CONTRACTOR must note the number of power lines crossing the site, dead trees, chimneys, and all underground utilities.

The CONTRACTOR shall employ a third party certified industrial hygienist to develop a site specific health and safety plan for the entire State Sponsored Removal operation. The industrial hygienist consultant will also provide field oversight to ensure compliance with the health and safety plan, prepare an air monitoring plan, and prepare final report summarizing the air data.

The CONTRACTOR will designate eating areas and supply a hand and eye washer and mobile sanitary facilities for each project site.

### 2.5.1 Worker Safety

Given that ash may contain elevated levels of heavy metals and/or asbestos, an exclusion zone will be set up around each home site during removal. All personnel entering this area will be required to wear level "C" protective attire.

### 2.5.2 Industrial Air Monitoring

The CONTRACTOR shall use a certified industrial hygienist to perform air monitoring for the duration of the project or until the industrial hygienist determines the site air monitoring may cease. The methods for the air monitoring are as follows:

- Fugitive Dust - U.S. EPA approved equivalent methods for PM 2.5 and PM10 monitoring
- Heavy Metals - National Institute for Occupational Safety and Health (NIOSH) Method 7300, Metal Scan; and
- Asbestos - National Institute for Occupational Safety and Health (NIOSH) Method 7402, High Volume.

## 2.6 Special Provisions

### 2.6.1 Appliance and Vehicle Recycling

CONTRACTOR or its subcontractor shall provide for removal and disposal of material that may require special handling, such as various automobile or appliance components.

Materials that must be removed from appliances and vehicles prior to crushing, baling or shredding for recycling include, but are not limited to:

- Chlorofluorocarbons (CFCs), hydrofluorocarbons (HFCs), and hydrochloroflourocarbons (HCFCs) used as refrigerants.
- Polychlorinated biphenyls (PCBs) known to be contained within motor capacitors and fluorescent light ballasts.
- Used oils as defined in Article 13 of Chapter 6.5 of the Health and Safety Code (includes lubricating fluids, compressor oils, and transmission oils).

- Sodium azide canisters in unspent automobile air bags.
- Antifreeze in coolant systems.
- Mercury that may be found in thermometers, thermostats, barometers, electrical switches, and batteries.

The CONTRACTOR shall maintain accurate records detailing the removal and disposal operations involving all such materials, and shall provide the Operations Section Chief with all manifests and/or documentation pertaining to the work. Vehicles and appliances that were completely consumed by the fire will probably not contain any of the above items. The vehicles and appliances will be treated as metal debris and removed accordingly.

### 2.6.2 Household Hazardous Waste (HHW) Handling

The County of San Mateo and Department of Toxic Substances Control have performed a sweep of the impacted area to identify and remove any Household Hazardous Waste (HHW). If HHW is discovered during operations, the HHW will be segregated by the Operations Section Chief, its Health and Safety Consultant, or the CONTRACTOR to a temporary on-site storage. As necessary the County of San Mateo will collect and transport HHW to the County facility at no charge to CalRecycle and/or the CONTRACTOR.

To identify HHW or other hazards in the field the following color code and action has been established. If a questionable item is discovered that can not be immediately identified for removal from the waste stream then the hazardous item will be marked with bright orange spray paint to indicate a possible hazard. Once the item has been checked by a qualified individual and deemed not a hazard (e.g., propane tank without a valve), then the item will be marked with bright green spray paint with the words “O.K.” or two stripes.

| Potential Hazard | Material Safe for Normal Disposal |
|---|---|
| Bright Orange Spray Paint | Bright Green Spray Paint |

### 2.6.3 Potential Earthwork

No more than 50 cubic yards of clean soil will be placed on any one site without written authorization from the County of San Mateo and Operations Section Chief. If more than 50 cubic yards of material are necessary the CalRecycle engineer will apply for a grading permit. If fill material is necessary the soil shall be placed in thin lifts. Lifts shall not exceed 8 inches un-compacted and shall be applied within 3 percent of optimum

moisture content or as directed by the Operations Section Chief. The lift shall be compacted with a target compaction of 90 percent of the maximum dry density as determined by ASTM D 1557.

### 2.6.4 Debris and Tree Removal in Public Areas

The public areas (playground and park) adjacent to home sites are under the jurisdiction of the City of San Bruno. The City requested debris and tree removal within these areas is included in the project. The City has retained a professional forester to evaluate the area and identify the scope of tree removal on City property. If approved, the CONTRACTOR will conduct debris removal consistent with the process for private home sites, with the exclusion of erosion control. All erosion control on City property, including design, monitoring, and maintenance, will be conducted by the City of San Bruno.

### 2.6.5 Project Signs

Notification Sign (Not Required)

Address Sign (County of San Mateo)

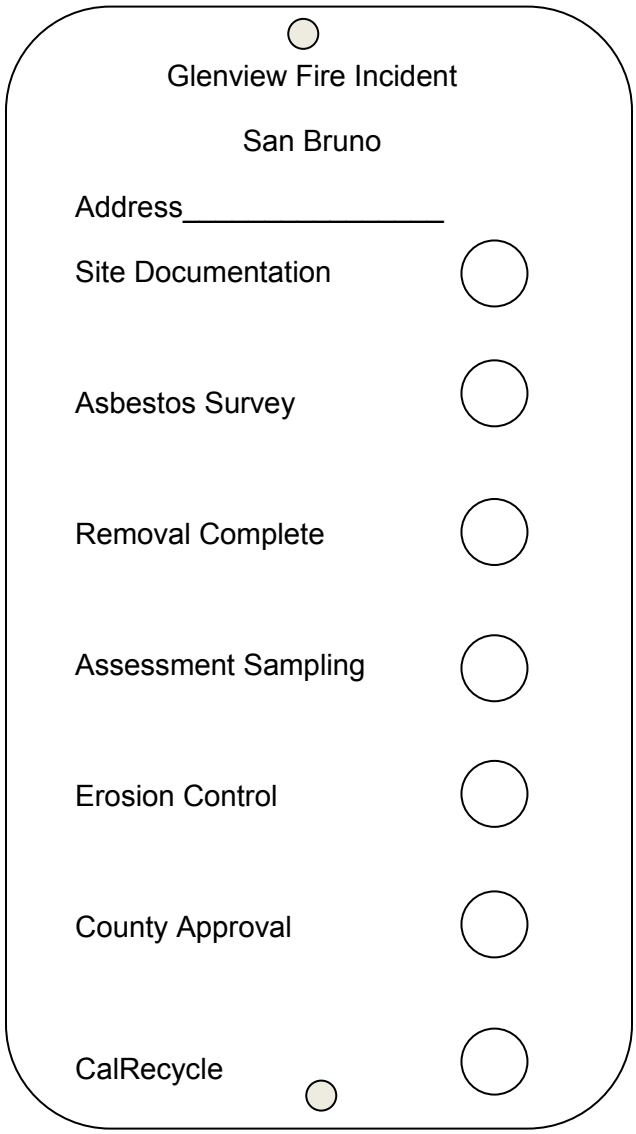
A maximum of 40 reflective aluminum address signs will also be required. The sign dimension should be 6 inches in width and 24 inches in height. The edges shall be round and free of sharp edges. The background shall be a reflective green and all the text shall be a reflective white. The County of San Mateo will reestablish all address. Each sign shall be mounted on a 6 foot pre-drill, u-channel steel post. The numbering for the address shall be at minimum of 4 inches in height.

Example:

Project Sign and Labels

A total of (TBA – max 40) white signs will also be required. These signs will be used for the coordination of the project with the various agencies. During the project, each phase will be signed off on the sign to indicate progress. Each sign will be 12 inches in width and 18 inches in height. The sign shall be made of aluminum and edges shall be round and free of sharp edges. The background shall be white and all the text shall be black. A sample sign is provided below. The CONTRACTOR shall also supply the necessary project supplies to produce the labels. The Operations Section Chief will provide the design for each label.

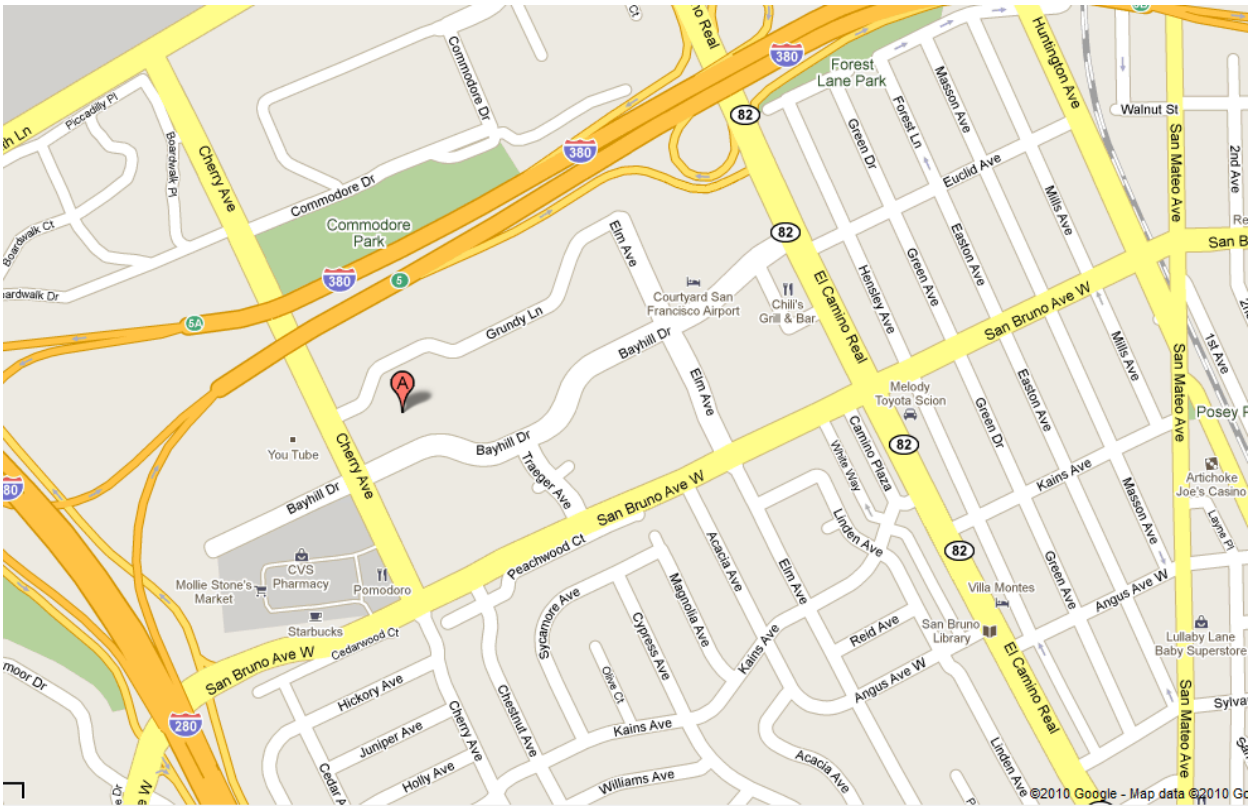
Example Sign Labels and Project Sign



### 2.6.6 Debris Removal Operations Center (DROC)

The CONTRACTOR shall operate and maintain a debris removal operations center (DROC) for the incident and a field operations center with adequate equipment staging area until the Operations Section Chief has directed the CONTRACTOR to demobilize the operations center. The DROC will be located at 900 Cherry Lane, 3rd Floor, San Bruno, California. The field operations center and staging area will be located on Glenview near the entrance to the incident area. At the field operations center, the CONTRACTOR will provide temporary fencing with a lockable gate, office trailer, site generator, sanitation facilities, 10 cubic yard waste bin and the other field items identified by the Operations Section Chief in writing. The CONTRACTOR will also supply the necessary office supplies, fax machines, copiers, drinking water, electrolyte fluids, electricity, and other services to maintain the field operations center. Figure 5 provides a location of the operations center.

**Figure 5. Debris Removal Operation Center Location, 900 Cherry Lane, San Bruno**



## 2.7 Hazard Tree Identification and Removal

A registered forester will perform an assessment of all trees in the impacted area and identify those trees which pose a hazard and must be removed. The objectives of the tree and assessment and inventory will include:

- Identification of all trees damaged by the explosion,
- GPS assessment of their individual locations,
- Assessment of the damage to each tree,
- Assessment of the survivability of each tree,
- Assessment of each tree against established indicators of hazardous tree criterion, and
- Determination if each tree should be removed during recovery efforts conducted by Cal Recycle.

Following identification and marking of hazardous trees and only after removal activities are complete and confirmation sampling has been taken, the CONTRACTOR, or an approved subcontractor, will remove trees employing all operational controls to mitigate dust generation and ensure site safety protocols.

## 2.8 Erosion Control

Erosion control for this project is critical for the success of this project. Erosion Control shall be installed after the lot has met the site specific cleanup goals. Prior to the removal of the structure, some erosion control will be necessary to prevent the migration of contaminates off site. Work may consist of installing silt fences, fiber rolls, erosion control blankets and other erosion control Best Management Practices (BMPs) necessary for improving site stability. Erosion control work shall be performed in accordance with the specifications and as directed by Operations Section Chief.

### 2.8.1 Erosion Control Specifications

The specifications for erosion control were based on the slope of each lot and proximity of the stream environment zone (SEZ). Each residential parcel will receive one of the following BMP treatments:

Level 1

Mulch

Mulch shall be between 4 to 6 inches in depth and cover over 90% of the lot impacted by the structural debris.

Level 2

Mulch and Fiber Log and/or Silt Fence

Fiber Logs shall be a minimum of 12” in diameter and shall be double-staked and keyed in. Silt Fences shall be wire-backed and used in areas on slopes greater than 7%.

Level 3

Mulch, Fiber Log and/or Silt Fence and Erosion Control Blanket

Level 4

Site Specific Treatment – consult with local agencies.

Additional erosion control specification may be developed after consultation with local agencies.

### 2.8.2 Erosion Control Materials

Materials shall be placed in accordance with the debris management plan or as specified by the Operations Section Chief. The following materials have been identified for the removal:

- Fiber bundles;
- Erosion Control Blankets;
- Silt Fence;
- cubic yards of class II road base or equivalent; and
- cubic yards of rock and/or cobble for erosion control

Quantities and location of the materials will be determined in the field by the Operations Section Chief.

Fiber Roll Barriers – Fiber roll barriers (also called sediment logs or straw wattles) are commercially manufactured and usually consist of milled wood or other natural fibers sewn into a circular weave fabric. Fiber rolls are good perimeter protection, designed to slow storm-water runoff and trap small amounts of sediment.

Fiber rolls shall be a minimum 12” diameter.

Erosion Control Blanket – Erosion control blanket is a manufactured blanket or mat that is designed to hold soil and seed in place on slopes. It consists of organic, biodegradable materials such as wood fiber, coconut fiber, or a combination of these materials. It is commercially manufactured and delivered to the site in rolls.

Erosion control blankets shall be 100% organic biodegradable (including parent material, stitching, and netting). The minimum thickness shall be 3/8" (9mm). The netting shall be stitched to prevent separation of the net from the parent material. The netting shall be capable of withstanding moderate foot traffic without tearing or puncturing. Neither the netting, nor the installation, shall pose a safety risk to people walking on/crossing over it. Neither shall the blanket or netting pose a hazard to wildlife such as birds, reptiles and amphibians.

Appropriate products include, but may not be limited to:

- Curlex I Fibernet (American Excelsior)
- Curlex II Fibernet (American Excelsior)
- AEC Premier Straw Fibernet (American Excelsior)
- S 75 BD (North American Green)
- S 150 BN (North American Green)
- SC 150 BN (North American Green)
- C125 BN (North American Green)
- Excel S-2 All Natural (Western Excelsior)
- Excel SS-2 All Natural (Western Excelsior)
- Excel CS-3 All Natural (Western Excelsior)
- Excel CC-4 All Natural (Western Excelsior)

Silt Fence – Silt fence consists of a permeable filter fabric that is keyed into the ground and staked beyond the toe of a slope. The fabric pools runoff, causing entrained sediment to settle out behind the fence while water slowly filters through the fabric.

Anchors – Anchors are devices that secure erosion control materials such as fiber roll barriers, erosion control blankets, and silt fence in place.

For erosion control blankets, anchors shall be completely biodegradable, environmentally safe, and shall have no potential for soil and/or water contamination. Steel wire pins or staples will not be approved. Petroleum based plastics or composites containing petroleum based plastics will not be approved. Materials deemed to present a hazard from splintering or spearing will not be approved. Wood stakes or stakes manufactured from wood byproducts may be approved.

Appropriate products include, but may not be limited to:

- E-Staple (American Excelsior)
- CF Bio Staple (CFM Corp)
- Green Stake (Green Stake)
- Bio-Stake (North American Green)
- Enviro-Stake (ODC Inc)

For silt fence, anchor posts shall be at least 36" long. Steel posts should weigh no less than one pound per linear foot.

For fiber roll barriers, stakes shall be wooden and at least 18" long.

Netting – Netting is a manufactured product intended to secure wood chips or pine needle mulch to the soil surface.

Netting shall be 100% organic biodegradable and may consist of paper, jute, or cotton netting. Netting material shall be approved by CalRecycle staff prior to installation.

Gravel Bags – Gravel bags are intended to slow storm-water flows and trap sediment on paved surfaces.

Gravel bags shall be filled with ¾" to 1½" *washed* rock. Bags filled with sand will not be approved.

### 2.8.3 Installation Standards

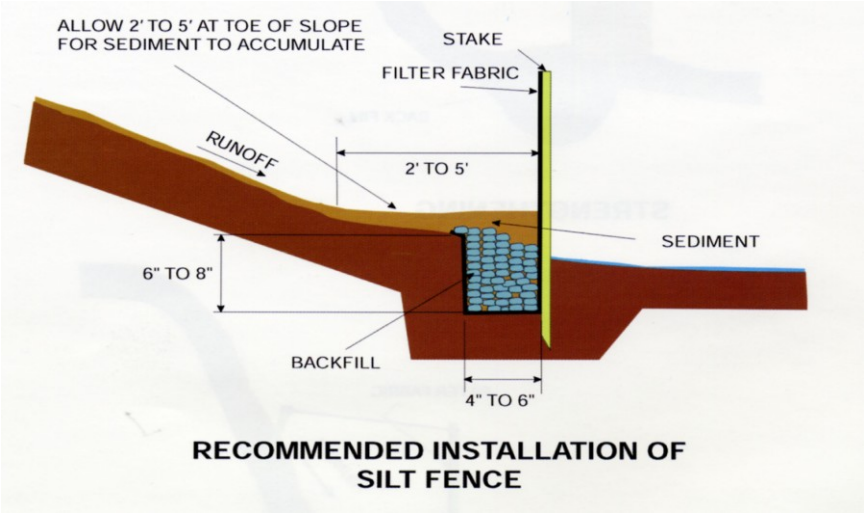
Erosion control BMPs installation shall consist of furnishing and applying erosion control materials. The work includes proper material handling, area preparation, proper application of the erosion control materials and structures, and stand maintenance for the areas shown on the Plans.

Area Management – Construction/demolition materials shall be stored to the maximum extent possible on paved surfaces. When this is not possible, construction/demolition materials shall be stored on areas where a future structure or other hard impervious surface will be constructed, such as a future building foundation or driveway.

Construction/demolition vehicles shall remain on paved surfaces to the maximum extent possible. When this is not possible, construction/demolition vehicles shall be used in areas where rebuild of impervious surfaces will occur, such as building foundation or driveway locations.

Silt Fence – Install silt fences as directed by the Operations Section Chief. Six inches of the fence shall be buried in a trench along the base of the fence. The posts shall be spaced a maximum of 10 feet apart and driven 18” into the soil or to refusal. Sediment shall be removed from the up-slope side of the fence when it reaches 1/3 the height of the fence. Refer to standard detail “Silt Fence” below.

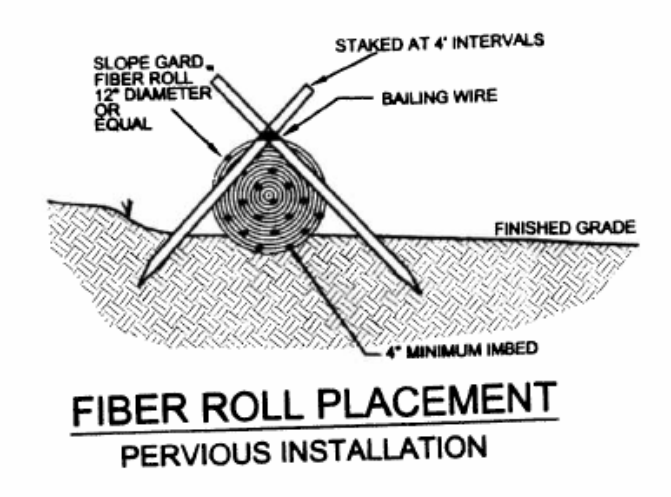
**Figure 6. Silt Fence Detail Drawing**



Erosion Control Blanket – Install erosion control blankets as directed by the Operations Section Chief. Starting at the top of the slope, anchor the blanket in a 6-inch trench, backfill, and securely tamp the backfilled soil. Unroll blanket down-slope overlapping parallel and subsequent blankets a minimum of 4 inches. Secure blankets with anchors along the overlaps and place a minimum of 3 anchors per square yard. CONTRACTOR shall determine if more anchors are required and shall be responsible for installing the erosion control blanket so that it will stay in place.

Fiber Roll Barriers – Install 12-inch fiber roll barriers as directed by Operations Section Chief. Place the fiber roll barrier in a 4-inch trench perpendicular to the flow path of storm-water. Drive stakes on either side of the roll and bind together with bailing wire. Weighted rolls may be used as appropriate, especially on driveways. Refer to standard detail “Fiber Roll” below.

**Figure 7. Fiber Roll Detail Drawing**




Gravel Bags – Gravel bags or weighted fiber rolls shall be placed on the down-slope edge of impervious surfaces, such as driveways. Place gravel bags in double row in a “U” shape.

## 2.9 Permits

To provide an understanding of the permits necessary for CONTRACTOR to obtain for the project, Table 4 is presented.

Table 4. Permit Matrix

| Permit and Agency | Responsibility | Contact/Comments |
|---|---|---|
| Site Authorization<br><br>Right-of-Entry | County of San Mateo | Prior signatures by property owners will be required before work |
| California Environmental Quality Act- | Not Applicable | Projects undertaken, carried out, or approved by a public agency to maintain, repair, restore, demolish or replace property or facilities damaged or destroyed as a result of a disaster are exempt from CEQA. Public Resources Code, §§ 21080(b)(3), 21172; see also, 14 CCR 15269(a). |
| 1601 Stream Alteration, Dept. of Fish and Game (DFG) | CalRecycle | Except for removal of burned trees, the project does not include work in the stream bed. CalRecycle will consult with the Department of Fish and Game as to the applicability of a 1601 |
| Storm Water Pollution Prevention | CalRecycle/City | Best Management Practices will be required. |
| Road Encroachment | CalRecycle and CONTRACTOR | Emergency work. The CONTRACTOR will obtain a general permit for the fire |

| | | |
|---|---|---|
| | | area. |
| Table 4. Permit Matrix cont. | | |
| Permit and Agency | Responsibility | Contact/Comments |
| Grading | Not Applicable | Soil import will be kept to a maximum of 50 cy per home. |
| Traffic Control | CONTRACTOR | CONTRACTOR will supply necessary signage as appropriate. Additional control devices may be necessary based on site conditions |
| Asbestos Notification | CONTRACTOR | CONTRACTOR will make the appropriate notification |
| Demolition Permit | County of San Mateo | CONTRACTOR will obtain from the Co. of San Mateo |
| Water Permit | CONTRACTOR | CONTRACTOR shall obtain the necessary water permit to be used for dust suppression |
| Hazardous Waste | CONTRACTOR | CONTRACTOR shall use the appropriate hauler and disposal facility |

# 3 Project Completion

The project will be considered complete after each lot has been compared to cleanup goals and approved by the unified command of County of San Mateo and CalRecycle, erosion control placed, final observations are documented, and the invoicing and final reports are provided to the property owners.

## 3.1 Cleanup Goals

The cleanup goals for the Glenview Incident Debris Removal Project are based on the CalEPA, Department of Toxic and Substances Control, California Human Health Screening Levels (CHHSL; 2005, updated 2010) and the local background concentration of metals in soils. The CHHSLs are used to evaluate the potential for soils to pose a health risk to residents. The cleanup goals were developed by first determining the local background concentration for metals in soil and comparing those naturally occurring metal concentrations to the CHHSLs. If the concentration of a background metal falls below an established CHSSL, the cleanup goal is based on the CHSSL. If the concentration of a background metal exceeds the CHHSL for a specific metal then the cleanup goal for that specific metal will be set at two times the naturally occurring background concentration. Background concentrations will be determined using public domain U.S. Environmental Protection Agency Pro UCL 4.0 software as twice the 95th percentile threshold.

To assess the effectiveness of the ash and debris removal, all confirmation samples will be compared to the cleanup goals. A parcel will be approved if the analytical results are below the cleanup goals. If a CHHSL metal result exceeds the cleanup goal then three additional samples from the same container will be reanalyzed. If one of the samples exceeds the goal then the property will be again excavated at the direction of the Operations Section Chief. Once the excavation is complete additional confirmation samples will be collected. If a background metal exceeds the cleanup goal, an individual site specific determination will be made by the Operations Section Chief. Table 5 provides the cleanup goals for the Glenview Incident Debris Removal.

**Table 5. Cleanup Goals for Metals in Soil, Glenview Fire Site**

| Analyte | CHHSLs for Residential Use[2] (mg/kg) | 2 X the ProUCL Calculated Background Concentration (distribution based on 95th percentile)[1] (mg/kg) | Cleanup Goals for Soil at the Glenview Fire Site (mg/kg) |
|---|---|---|---|
| Antimony | 30 | ND | **30** |
| Arsenic | 0.07 | 14 | **14** |
| Barium | 5,200 | 266 | **5,200** |
| Beryllium | 16 | 2.4 | **16** |
| Cadmium | 1.7 | ND | **1.7** |

| Analyte | CHHSLs for Residential Use[2] (mg/kg) | 2 X the ProUCL Calculated Background Concentration (distribution based on 95th percentile)[1] (mg/kg) | Cleanup Goals for Soil at the Glenview Fire Site (mg/kg) |
|---|---|---|---|
| Chromium | 100,000 | 296 | **100,000** |
| Cobalt | 660 | 36 | **660** |
| Copper | 3,000 | 65 | **3,000** |
| Lead | 80 | 38 | **80** |
| Mercury | 18 | ND | **18** |
| Molybdenum | 380 | ND | **380** |
| Nickel | 1,600 | 258 | **1,600** |
| Selenium | 380 | ND | **380** |
| Silver | 380 | ND | **380** |
| Thallium | 5 | ND | **5** |
| Vanadium | 530 | 142 | **530** |
| Zinc | 23,000 | 134 | **23,000** |

Notes:

[1] ProUCL: Statistical software used to calculate background threshold values (Singh et al, 2010)

[2] California Human Health Screening Level; Cal-EPA, September 2010

Cal-EPA = California Environmental Protection Agency

CHHSLs = California Human Health Screening Levels

mg/kg = milligrams per kilogram

ND = not detected

### 3.2 Field Documentation

The Operations Section Chief will document the erosion control for each lot not building this winter. Additionally the Operations Section Chief will document the final site conditions at the close of the project.

### 3.3 Documentation

The environmental consultant will also be responsible for designing a final report to document each property cleaned up in CalRecycle sponsored cleanup. The report will document the removal with photo documentation, foundation square footage, impact from ash foot print (i.e., ash square footage), soil confirmation analysis, and total costs.

# APPENDIX A
# OFFICE OF THE GOVERNOR
# EXECUTIVE ORDER S-14-10

**WHEREAS** due to the destruction caused by an explosion and fire on September 9, 2010, I have proclaimed a State of Emergency to exist in the County of San Mateo; and

**WHEREAS** the explosion and fire caused harm to people and property, damaged or destroyed numerous homes and other structures, forced evacuations, interrupted utility service and may have caused damage to resources and the environment; and

**WHEREAS** the explosion and fire caused the loss of valuable personal and business records; and

**WHEREAS** the people who lost or sustained damage to their homes, property, businesses or places of employment, may need to obtain or replace important government records such as certificates of birth, death, fetal death, or marriage, as well as marriage dissolution records, driver's licenses, identification cards, vehicle registration certificates, and certificates of title, in order to obtain assistance from federal, state and local governmental agencies, make claims for and collect insurance, find new employment, and for other purposes related to losses suffered in the explosion and fire; and

**WHEREAS** those who need to obtain or replace important government records to mitigate their losses and rebuild their lives as a consequence of the explosion and fire require immediate assistance from state and local governmental agencies to replace those records; and

**WHEREAS** existing law requires the Office of Vital Records of the Department of Public Health, along with local registrars, county recorders and county clerks, to impose fees upon persons requesting copies of certificates of birth, death, fetal death, marriage, and marriage dissolution records; and existing law requires the State Department of Motor Vehicles to impose fees upon persons requesting replacement driver's licenses, identification cards, vehicle registration certificates, and certificates of title; and

**WHEREAS** existing law requires the State Department of Motor Vehicles to impose late fees on persons who are late in renewing their vehicle registration or late in transferring ownership of a vehicle; and

**WHEREAS** workers are, or may be, unemployed as a result of the explosion and fire and are in need of immediate financial assistance; and

**WHEREAS** the suspension of the statutory one-week waiting period for unemployment insurance applicants who are unemployed due to the explosion and fire would provide these unemployed workers with immediate financial assistance; and

**WHEREAS** Local Assistance Centers can assist with the coordination of aid and expedite disaster assistance to those affected by an emergency.

**NOW, THEREFORE, I, ABEL MALDONADO,** Acting Governor of the State of California, in accordance with the authority vested in me by the Constitution and statutes of the State of California, including the Emergency Services Act and in particular Government Code sections 8567 and 8571, do hereby issue this Executive Order, effective immediately, to mitigate the effects of the emergency due to the explosion and fire in the County of San Mateo:

1. The provisions of Health and Safety Code sections 103525.5 and 103625, and the provisions of Penal Code section 14251, requiring the imposition of fees, are hereby suspended with regard to any request for copies of certificates of birth, death, fetal death, marriage, or marriage dissolution records by any resident of San Mateo County who suffered a loss of a family member, or who suffered loss or damage to property, business, or employment as a result of the explosion and fire. Copies of such records shall be provided to such persons without charge.

2. The provisions of Vehicle Code sections 9265(a), 9867, 14901, 14902 and 15255.2, requiring the imposition of fees, are hereby suspended with regard to any request for replacement of a driver's license, identification card, vehicle registration certificate or certificate of title by any resident of San Mateo County who suffered a loss of such documents as a result of the explosion and fire. A replacement driver's license, identification card, vehicle registration certificate, or certificate of title shall be provided to such persons without charge.

3. The provisions of Vehicle Code sections 4602 and 5902, requiring the timely registration or transfer of title, are hereby suspended with regard to any registration or transfer of title by any resident of San Mateo County who suffered a loss of such registration or title documents as a result of the explosion and fire. The time covered by this suspension shall not be included in calculating any late penalty pursuant to Vehicle Code section 9554.

4. The provisions of Unemployment Insurance Code section 1253 imposing a one-week waiting period for unemployment insurance applicants are suspended as to all applicants who are unemployed as a direct result of the explosion and fire in San Mateo County, who apply for unemployment insurance benefits during the time period beginning September 10, 2010, and ending on the close of business on December 10, 2010, and who are otherwise eligible for unemployment insurance benefits in California.

5. The California Emergency Management Agency (Cal EMA) shall coordinate assistance programs offered by all relevant federal, state and local agencies and departments, including, but not limited to, the California Conservation Corps, the Department of Public Health, the Department of Health Care Services, the Department of Mental Health, the Department of Social Services, the Department of Consumer Affairs, the Department of the Highway Patrol, the Department of Forestry and Fire Protection, the Department of Veterans Affairs, the Department of Aging, the Department of Transportation, the Department of Insurance, the Department of Housing and Community Development, the Employment Development Department and California Volunteers.

6. All State agencies with responsibility, regulatory authority, or expertise related to recovery efforts in connection with this explosion and fire shall cooperate fully and act expeditiously in coordination with the California Resources Agency and the California Environmental Protection Agency, to facilitate the mitigation of the effects of the explosion and fire and the environmental restoration of the affected areas.

7. State agencies shall, as necessary for the protection of public health and the environment, assist local governments to enter into contracts and arrange for the procurement of materials, goods, and services necessary to quickly remove dangerous debris, repair damaged resources, and restore and protect the impacted watershed. Because strict compliance with the provisions of the Government Code and the Public Contract Code applicable to state contracts would prevent, hinder, or delay these efforts, applicable provisions of those statutes, including, but not limited to, advertising and competitive bidding requirements, are suspended to the extent necessary to address the effects of the explosion and fire.

8. The Department of Forestry and Fire Protection, the California Department of Corrections and Rehabilitation, and the California Conservation Corps, shall use employees, corps members, inmate and ward labor, where appropriate, to protect public health, safety, and water quality on public lands or where otherwise requested by private property owners.

**IT IS FURTHER REQUESTED** that the Franchise Tax Board and the Board of Equalization consider using their administrative powers where appropriate to provide those individuals and/or businesses impacted by the explosion and fire with extensions for filing, audits, billing, notices, assessments and relief from subsequent penalties.

This Executive Order is not intended to, and does not, create any rights or benefits, substantive or procedural, enforceable at law or in equity, against the State of California, its agencies, departments, entities, officers, employees, or any other person.

**I FURTHER DIRECT** that as soon as hereafter possible, this Order shall be filed in the Office of the Secretary of State and that widespread publicity and notice be given to this Order.

**IN WITNESS WHEREOF** I have hereunto set my hand and caused the Great Seal of the State of California to be affixed this 10th Day of September 2010.

_____
ABEL MALDONADO
Acting Governor of California

**ATTEST:**

_____
DEBRA BOWEN
Secretary of State

# APPENDIX B

## RIGHT-OF-ENTRY PERMIT

[For Providing Debris Removal on Private Property]

_____ ("Owner"), hereby permits the County of San Mateo, its officers, employees, agents, contractors and subcontractors ("County"), to enter upon Owner's property commonly identified as

_____,

County of San Mateo, State of California ("Premises"), subject to all licenses, easements, encumbrances, and claims of title affecting the Premises upon the following terms and conditions:

1. Grant of Right-of-Entry. Owner hereby grants County a right-of-entry ("Permit") over the Premises for the purpose of inspecting the Premises, testing materials on the Premises, removing and clearing any or all fire-generated debris of whatever nature including but not limited to ash, vehicles, construction debris, trees, waste or other materials from the Premises, subject to the terms and conditions set forth in this Permit. It is fully understood that this Permit does not create any obligation on the County to perform inspection, testing or debris clearance. **Owner understands that the County will undertake no cleanup action until this Right-of-Entry Permit is signed and returned.**

2. Private Insurance Coverage. Most homeowner insurance policies have coverage to pay for the costs of removal of wildfire-generated debris. Owner understands that in the event federal financial assistance is received by the Owner for purposes of inspection, testing or debris removal hereunder, federal law (42 United States Code 5155, et seq.) requires Owner to reimburse the County for the cost of removing fire-generated debris to the extent covered in Owner's insurance policy. Owner also understands that, when requested, Owner must provide a copy of the

insurance policy, proof/statement of loss and settlement agreement from Owner's insurance company to County.

Owner further acknowledges that for consideration received, consisting of the removing and clearing of any or all fire generated debris, trees, waste or other material from the Premises, the County is subrogated to the rights of Owner and Owner transfers and assigns to County the rights of Owner under any policy of insurance which provides coverage for the removal of fire generated debris to recover those amounts which represent the cost of removing fire generated debris directly from the insurance company providing such coverage. This partial assignment is intended to convey to County all of Owner's right, title and interest in the assigned rights under the contract of insurance with full power to collect and bring an action on the assigned portion of the contract of insurance.

Owner (_____ does, _____ does not) have homeowners or other similar insurance. If Owner indicates that Owner does not have such insurance, Owner certifies under penalty or perjury that there was no insurance in effect at the time of the fire, which may provide coverage for the costs of inspection, testing or debris removal.

3. Duplication of Benefits. Owner ( _____ has, _____ has not) and ( _____ will, _____ will not) receive(d) any compensation for debris removal from any other source including Small Business Administration (SBA), individual and family grant program or any other public assistance program. Owner will advise County in writing within 10 days of receipt of any insurance settlements for debris removal. Owner further agrees to reimburse the County within 10 days of receipt of any insurance settlements for debris removal. Owner further agrees to reimburse the County within 30 days of receipt, from such insurance proceeds, for the cost of the debris removal conducted by the County. In the event the insurance proceeds are less than the cost of debris removal incurred by the County, Owner will not be responsible for the difference. If the insurance proceeds exceed the County's cost of debris removal, Owner will keep any excess proceeds. Owner understands that all disaster related funding, including that for debris removal from private property, is subject to audit.

4. Hold Harmless. County shall not be liable for, and Owner shall indemnify and hold harmless the County, the State of California, the City of San Bruno, and any of their officers, agencies, agents, contractors, subcontractors, employees and volunteers, against any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, personal injury, charges or costs of any kind or character, including attorneys' fees and court costs (hereinafter collectively referred to as "Claims"), which arise out of or are in any way connected to actions arising out of this Permit, and hereby release, discharge and waive any claims and action, in law or equity, arising therefore. Owner shall make Owner's best efforts to mark any sewer lines, utilities, septic tanks and water lines located on the Premises.

5. No County Assumption of Liability for Remediation. In consideration of the assistance County is providing to Owner under this Permit, at no cost to Owner, County assumes no liability or responsibility, and Owner shall not seek to recover from County, the United States Government, the State of California, the City of San Bruno or any of their officers, agencies, agents, contractors, subcontractors, employees and volunteers, the costs of any remediation of damages to the Premises incurred due to actions taken pursuant to this Permit.

6. Authority. Owner represents and warrants that it has full power and authority to execute and fully perform its obligations under this Permit pursuant to its governing instruments, without the need for any further action, and that the person(s) executing this Permit on behalf of Owner are the duly designated agents of Owner and are authorized to do so, and that fee title to the Premises vests solely in Owners.

7. Entire Agreement. This Permit constitutes the entire agreement between the parties with respect to the subject matter hereof, and all prior or contemporaneous agreements, understandings and representations, oral or written, are superseded.

8. Modification . The provisions of this Permit may not be modified, except by a written instrument signed by both parties.

9. Partial Invalidity. If any provision of this Permit is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Permit shall not be affected thereby. Each provision shall be valid and enforceable to the fullest extent permitted by law.

10. Successors & Assigns. This Permit shall bind and benefit the parties and their successors and assigns, except as may otherwise be provided herein.

11. Notices. Any notice required hereunder shall be provided as follows:
For the County:

Name: Dean Peterson

Department: County of San Mateo Environmental Health

Address: 2000 Alameda de las Pulgas, Suite 100

San Mateo, CA 94403

Phone number: (650) 5372-6200

For the Owner:

Name: _____

Address: _____

_____

Phone number: _____

IN WITNESS WHEREOF, Owner and County have executed this Permit effective as of _____ (date).

| | |
|---|---|
| COUNTY:<br><br>COUNTY OF SAN MATEO<br><br>A political subdivision of the<br><br>State of California | OWNER:<br><br>Property Address:<br>_____<br><br>_____ |

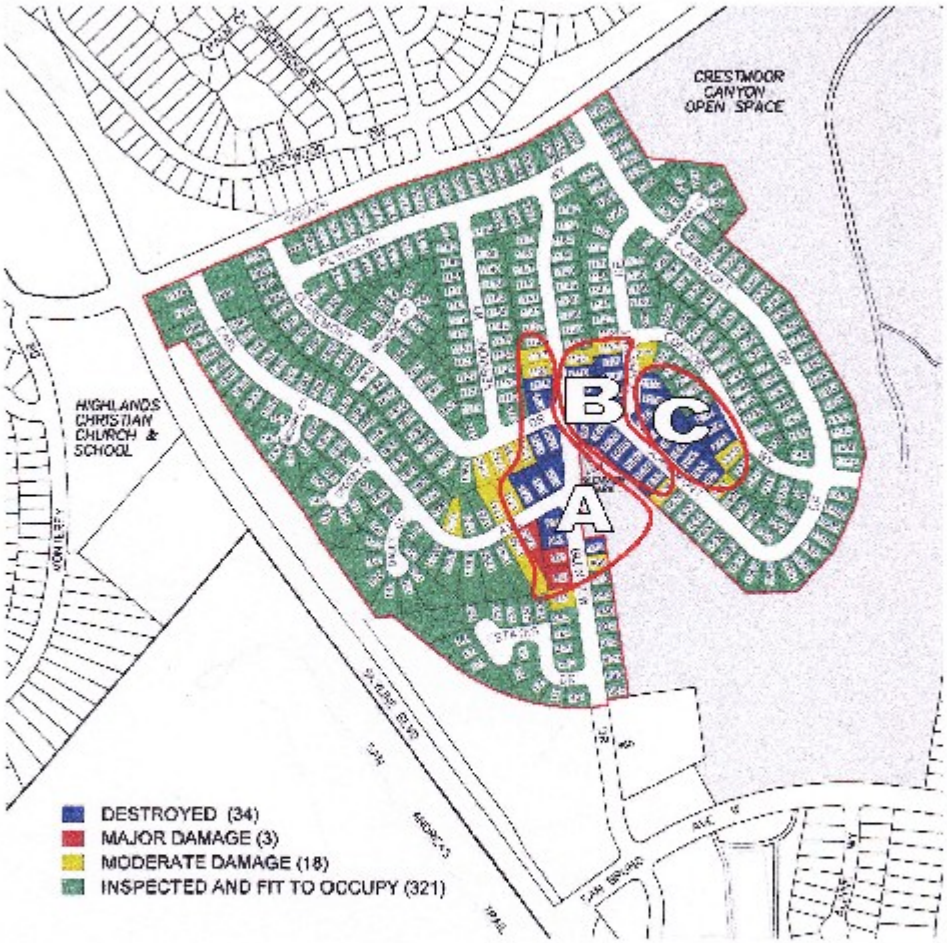
| | |
|---|---|
| By: _____ | By: _____<br>(signature)<br>Phone #1:_____<br>Phone #2:_____<br>Email address:<br>_____ |

Please supply the following Insurance Information:

| | |
|---|---|
| Insurance Company:<br>_____<br>Policy #<br>_____ | Agent Name:<br>_____<br>Agent<br>Phone#:_____ |

Special Instructions (i.e. gates, locks, major cross streets, and directions contractors will need for site access):

# APPENDIX C
# WORK ZONES


CRESTMOOR
CANYON
OPEN SPACE
HIGHLANDS
CHRISTIAN
CHURCH &
SCHOOL
B
C
A
DESTROYED (34)
MAJOR DAMAGE (3)
MODERATE DAMAGE (18)
INSPECTED AND FIT TO OCCUPY (321)

# APPENDIX D
# STRUCTURAL DEBRIS REMOVAL FORMS

GLENVIEW INCIDENT STRUCTURAL DEBRIS REMOVAL
CONFIRMATION SAMPLING
UNIFIED COMMAND APPROVAL FORM

SITE ADDRESS:_____

Sample Identification:_____ Number of Samples:_____

Date Sample Collected:_____ Laboratory:

**Cleanup Goal:** California Environmental Protection Agency (CalEPA), California Human Health Screening Levels (CHHSLs; 2005) for metals and the calculated naturally occurring background concentration for arsenic

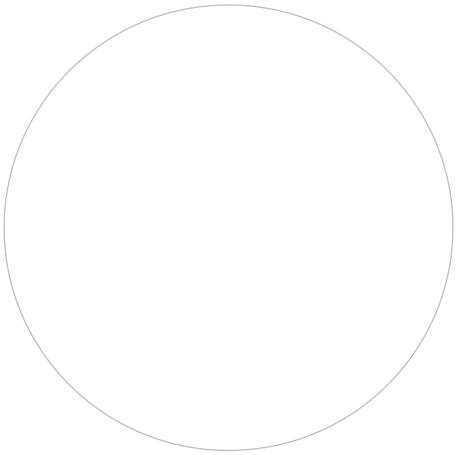
Date Approved:_____

**Observations:**

_____

_____

_____



_____ _____

Todd Thalhamer, P.E.
CalRecycle, Operations Section Chief

Planning Section Chief

GLENVIEW INCIDENT STRUCTURAL DEBRIS REMOVAL
Underground Storage Tank (UST)
CONFIRMATION SAMPLING
UNIFIED COMMAND APPROVAL FORM

SITE ADDRESS:_____

Sample Identification:_____ Number of Samples:_____

Date Sample Collected:_____ Laboratory: _____

**Cleanup Requirements:** The cleanup goal for UST's discovered at the Glenview Structural Debris Removal Program will be based on County of San Mateo's Ordinance Code for Underground Storage Tanks. The cleanup requirements for USTs will be less than 100 mg/kg for Diesel C10-C24 and non-detect for BTEX per LUFT guidelines.

Size of the Tank:_____ Water Present (Y/N): ___ Number of Samples___

Date Approved:_____

**Observations:**

_____

_____

_____

Todd Thalhamer, P.E.
CalRecycle, Operations Section Chief

Planning Section Chief

GLENVIEW STRUCTURAL DEBRIS REMOVAL
Erosion Control Work Sheet

SITE ADDRESS:_____

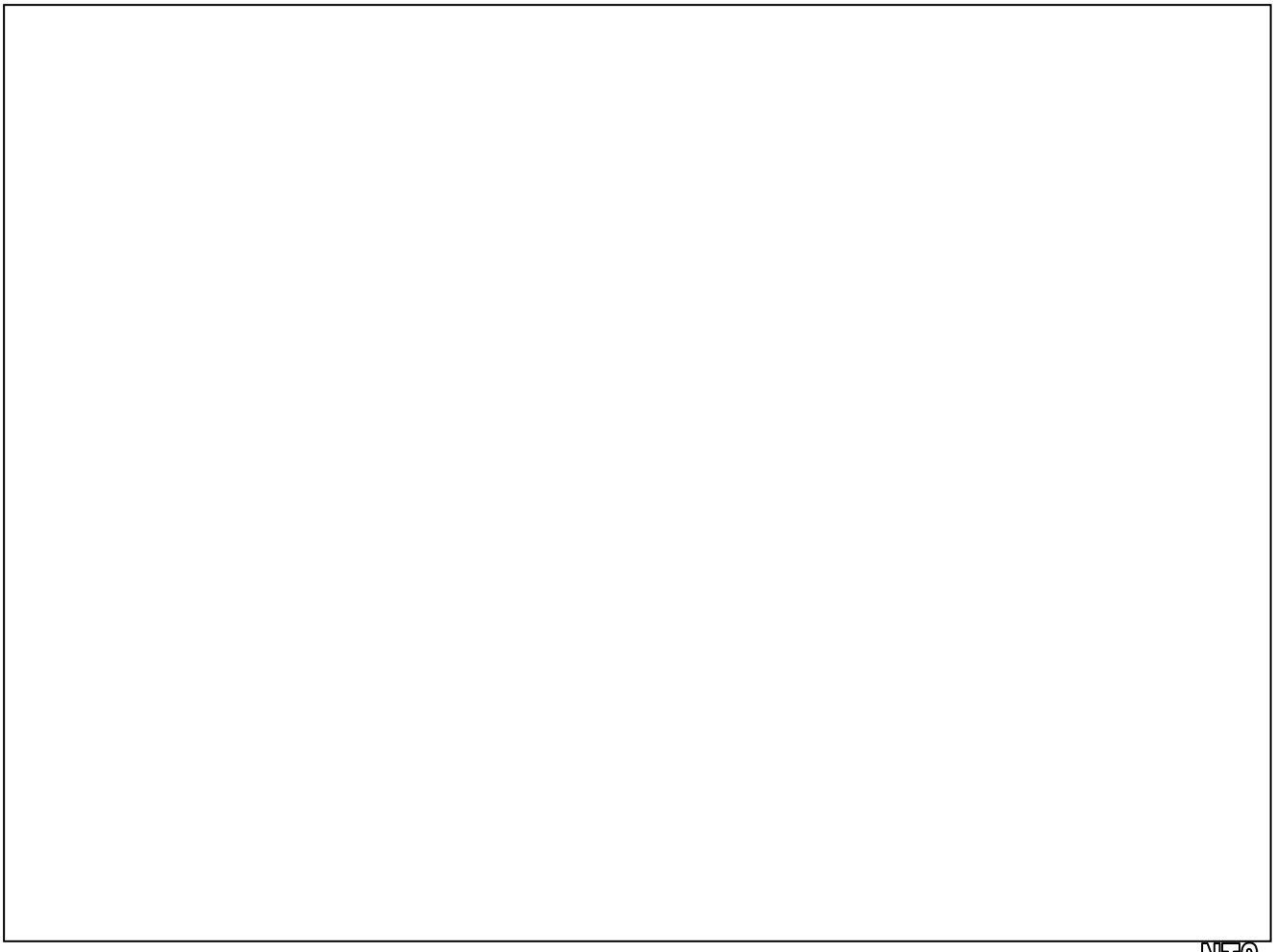
Level of Erosion Control per Erosion Control Work Group: Level __ (1, 2, 3, 4)

**Observations:**

_____

_____

_____




_____

Todd Thalhamer, P.E.
CalRecycle, Operations Section Chief

GLENVIEW INCIDENT STRUCTURAL DEBRIS REMOVAL
ENGINEER'S OBSERVATIONS

Road Damage Survey for the Glenview Incident Area

Date: Pending

**Observations:** The following road survey was performed by the CalRecycle Operations Section Chief who is also a licensed civil engineer in the State of California. The initial road survey conducted on xxx, indicated x areas that should be repaired and/or replaced due to impacts from the Incident directly or indirectly from the x shipments of debris, concrete, and metal. These observations are only recommendations to County of San Mateo.

Todd Thalhamer, P.E.
CalRecycle, Operations Section Chief

GLENVIEW INCIDENT STRUCTURAL DEBRIS REMOVAL
ENGINEER'S OBSERVATIONS

SITE ADDRESS:_____

Date:_____

Confirmation Sampling Approved ☐ No ☐ **Yes** (See Confirmation Sampling Form)

Building ☐ No ☐ Yes Status _____

Erosion Control Level/BMP (1, 2, 3, 4) _____ (See Erosion Control Form)

Building over erosion control ☐ No ☐ Yes

**Project Approved** ☐ No ☐ **Yes**

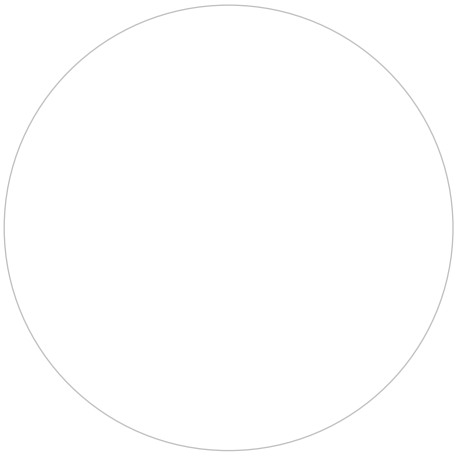
**Noted Observations:**

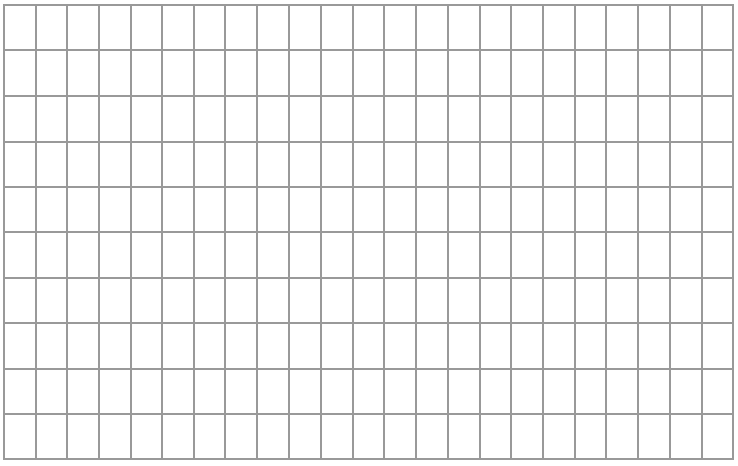
_____

_____

_____

_____





_____

Todd Thalhamer, P.E.

CalRecycle, Operations Section Chief

# APPENDIX E

**Acronyms and Abbreviations**

| | |
|---|---|
| ASTM | American Society for Testing and Materials |
| BAAQMD | Bay Area Air Quality Management District |
| BMP | Best Management Practices |
| CalEMA | California Emergency Management Agency |
| CalEPA | California Environmental Protection Agency |
| CalRecycle | The Department of Resources Recycling and Recovery |
| CCR | California Code of Regulations |
| CEQA | California Environmental Quality Act |
| CFCs | Chlorofluorocarbons |
| CHHSL | California Human Health Screening Levels |
| DROC | Debris Removal Operations Center |
| EPA | Environmental Protection Agency |
| HFCs | Hydrofluorocarbons |
| HCFCs | Hydrochlorofluorocarbons |
| HHW | Household Hazardous Waste |
| ICS | Incident Command System |
| NES | Network Environmental Systems, Incorporated |
| NESHAP | National Emissions Standards for Hazardous Air Pollutants |

| | |
|---|---|
| NIOSH | National Institute for Occupational Safety and Health |
| PCBs | Polychlorinated Biphenyls |
| PE | Professional Engineer |
| PM | Particulate Matter |
| PRC | Public Resources Code |
| REHS | Registered Environmental Health Specialist |
| USA | United States of America |
| USEPA | United States Environmental Protection Agency |
| USTs | Underground Storage Tanks |
| UXO | Unexploded Ordinance |

**County of Sonoma Department of Health Services**
**Environmental Health**
625 5th Street ❖ Santa Rosa, CA 95404
707-565-6565 ❖ Fax 707-565-6525
www.sonoma-county.org/eh

# RETURNING TO YOUR HOME OR BUSINESS AFTER A FIRE

A fire in a home can cause serious damage. The building and many of the things in your home may have been badly damaged by flames, heat, smoke and water.

You may find things that the fire did not burn up but are now ruined by smoke and soggy with water used to put out the flames. Anything that you want to save or reuse will need to be carefully cleaned.

The firefighters may have cut holes in the walls of the building to look for hidden flames. They may have cut holes in the roof to let out the heat and smoke. Cleanup will take time and patience.

Food facilities need to seek Environmental Health Services prior to reopening your facility. Contact Environmental Health at 707-565-6565.

**USE CAUTION!**

- Wear sturdy shoes (steel toes and shanks are recommended) and clothing
- Hazardous chemicals and conditions may be present
- Inspect propane tanks for visible damage before turning on
- Wear protective gear when sorting through possessions. Anything in contact with ash should be sanitized and cleaned. Sorting through/cleaning burn debris is **not recommended**.
- Be aware of slip, trip, fall and puncture hazards.

It is important to understand the risk to your safety and health even after the fire is out. The soot and dirty water left behind may contain things that could make you sick.

Be very careful if you touch any fire-damaged items. Ask the advice of the fire department, local building officials, your insurance agent, and restoration specialists before starting to clean or make repairs.

Do not eat, drink, or breathe in anything that has been near the flames, smoke soot, or water used to put the fire out.

## Safety

Fire ash may be irritating to the skin, nose and throat may cause coughing and/or nose bleeds. Fine particles can be inhaled deeply into lungs and may aggravate asthma and may make it difficult to breathe.

- **Refrain from cleaning ash and fire debris until professional hazardous material cleanup services are secured.**
- When exposure to dust or ash cannot be avoided, use a well-fitted NIOSH-certified air-purifying respirator N-95 mask.
- Children should not be in the vicinity while cleanup is in progress. Even if care is exercised, it is easy to stir up ash that may contain hazardous substances. In addition, the exploratory behavior of children may result in direct contact with contaminated materials.
- Clean ash off house pets and other domesticated animals if they have been in contaminated areas. It is best to not allow pets in these areas due to the potential risk to their health and their ability to spread outside of contaminated areas.

- Wear gloves, long-sleeved shirts, and long pants to avoid skin contact. Goggles are recommended. Contact with wet ash may cause chemical burns or irritation on skin. Change your shoes and clothing prior to leaving the decontamination site, to avoid tracking ash into your car, home, etc.

**Water**

Do not use your water if you suspect or have been told it is contaminated to wash dishes, brush your teeth, wash and prepare food, wash your hands, make ice, or make baby formula. Safe water for drinking, cooking, and personal hygiene includes bottled, boiled, or treated water.

If you have a drinking water well, listen to your local health authorities for advice on using your well water.

**Handwashing**

Keeping hands clean during an emergency helps prevent the spread of germs. If your tap water is not safe to use, wash your hands with soap and water that has been boiled or disinfected. Follow these steps to make sure you wash your hands properly:

- Wet your hands with clean, running water and apply soap.
- Rub your hands together (20 seconds) to make a lather and scrub them well.
- Rinse your hands well under running water.
- Dry your hands using a clean towel or air dry them.

* A temporary hand washing station can be created by using a large water jug that contains clean water.

Washing hands with soap and water is the best way to reduce the number of germs on them. If soap and water are not available, use an alcohol-based hand sanitizer that contains at least 60% alcohol. Alcohol-based hand sanitizers can quickly reduce the number of germs on hands in some situations, but sanitizers **DO NOT** eliminate all types of germs.

## IF RETURNING TO INHABIT YOUR HOME/BUSINESS

Please use caution and follow guidance provided about in addition to the following:

**Food Safety**

Foods exposed to fire can be compromised!

- Food in cans or jars may appear to be okay, but if they've been close to the HEAT of a fire, they may no longer be safe. Heat from a fire can activate food spoilage bacteria. If the heat is extreme, the cans or jars themselves can split or rupture, rendering the food unsafe.

- One of the most dangerous elements of a fire is sometimes not the fire itself, but TOXIC FUMES released from burning materials. Toxic fumes can permeate the packaging and contaminate the food. Any type of food stored in permeable packaging (cardboard, plastic wrap, etc.) should be thrown away. Discard any raw foods stored outside the refrigerator such as potatoes or fruit that

could be contaminated by fumes. Food stored in refrigerators or freezers can also become contaminated by fumes. The refrigerator seal isn't airtight and fumes can get inside.

- Chemicals used to fight fires contain toxic materials and can contaminate food and cookware. Foods that are exposed to chemicals should be thrown away. This includes food stored at room temperature, such as fruits and vegetables, as well as foods stored in permeable containers like cardboard and screw-topped jars and bottles.

**Reheating food that has become contaminated will not make it safe!**

**When in doubt, throw it out!**

## Cleaning and Sanitizing

Cleaning and sanitizing your household after an emergency is important to help prevent the spread of illness and disease.

Clean and sanitize surfaces in a four-step process

1. Wash with soap and hot, clean water.
2. Rinse with clean water.
3. Sanitize by immersing for 1 minute in a solution of 1 cup (8 oz/240 mL) of unscented household chlorine bleach in 5 gallons of clean water.
4. Allow to air dry.

Please remember the following safety tips when cleaning.

- Never mix bleach with ammonia or any other cleaner.
- Wear rubber or other non-porous boots, gloves, and eye protection.
- Try not to breathe in product fumes. If using products indoors, open windows and doors to allow fresh air to enter.
- Cleaning & Sanitizing with Bleach
- Use regular unscented 5%—6% household bleach and follow the instructions in the chart below.

## Smoke, Water, Ash and Debris Management

Seek professional damage and debris removal/restoration services.

**County of Sonoma Department of Health Services**
**Environmental Health**
625 5th Street ❖ Santa Rosa, CA 95404
707-565-6565 ❖ Fax 707-565-6525
www.sonoma-county.org/eh

# FACT SHEET

# Protecting Public Health from Home and Building Fire Ash

All persons accessing burned structures should be aware of the potential hazards associated with those sites. Cleanup efforts at these sites may expose you to ash, soot, and fire decomposition products that can cause health effects including, but not limited to, eye/skin/respiratory irritation. If possible, try to **AVOID** direct contact with ash. If you get ash on your skin, in your eyes, or in your mouth, wash it off as soon as you can, with clean or sterile water.

Ash from burned structures is generally more hazardous than forest ash. Fire ash contains microscopic particles (dust, dirt, soot) that can be deposited on indoor and outdoor surfaces and can also be inhaled if the ash becomes airborne. Unless tested, the ash is not classified as a hazardous waste, however it may contain traces of hazardous chemicals such as metals (lead, cadmium, nickel and arsenic), asbestos (from older homes or other buildings), perfluorochemicals (from degradation of non-stick cookware), flame retardants, and caustic materials. For these reasons, it is advisable to be cautious and avoid any unnecessary exposure to the ash.

**Health Effects of Ash:** Fire ash may be irritating to the skin, nose, and throat, and may cause coughing and/or nose bleeds. Fine particles can be inhaled deeply into lungs and may aggravate asthma and make it difficult to breathe. If the ash contains asbestos, nickel, arsenic or cadmium, then exposure is a particular concern because these substances can cause cancer. Because the substances in the ash vary, it is always best to be cautious.

**Sensitive People**: People with asthma or other lung diseases, pregnant women, and the elderly or very young should exercise special caution because they may be more susceptible to health effects from the ash.

**Children:** Do not allow children to play in ash. Wash and clean all children's toys carefully after possible contamination. Children should not be in the vicinity while cleanup is in progress. Even if you care is exercised, it is easy to stir up ash that may contain hazardous substances. In addition, the exploratory behavior of children may result in direct contact with contaminated materials.

**Pets:** Clean ash off house pets and other domesticated animals if they have been in contaminated areas. However, it is best to not allow pets in these areas due to the potential risk to their health and their ability to spread outside of contaminated areas.

**Clothing:** Covering clothing is recommended, when in proximity to ash. Wear gloves, long-sleeved shirts, and long pants to avoid skin contact, whenever possible. Goggles are recommended. Contact with wet ash may cause chemical burns or irritation on skin. Change your shoes and clothing prior to leaving the decontamination site, to avoid tracking ash into your car, home, etc.

**Masks:** When exposure to dust or ash cannot be avoided, use a well-fitted NIOSH-certified air-purifying respirator mask. This type of mask can be purchased from most hardware stores. A mask rated N-95 is much more effective than unrated dust- or surgical-masks in blocking ash particles. Although smaller sized masks may appear to fit a child's face, manufacturers do not recommend their use for children. If your child is in an area that warrants wearing a mask, you should remove them from that area to an environment with cleaner air. Persons with heart or lung disease should consult their physician before using a mask during post-fire cleanup.

## Message to All Media Personnel

We appreciate the excellent media coverage you have provided to keep our community informed about these devastating fires. News coverage of this event has been instrumental in providing critical and life-saving information to the public. We thank you for your efforts to keep our community and those abroad informed about our needs and recovery.

As we begin the recovery process our focus is on helping our residents return to their property, providing them with safe, secure, and private time to grieve, and making certain that they have the support services they need. We ask that you please be respectful. Our residents may not want to be interviewed or be on-camera as they reunite with family, friends and neighbors, evaluate their losses, and determine next steps.

Only residents with a permit and reporters with media credentials will be allowed into impacted areas. To ensure neighborhood residents have sufficient time to access to their property, please do not obstruct driveways or private property. We ask that media follow the instructions of public safety personnel in the neighborhood.

We've prepared this packet of materials for you to provide you copies of the materials distributed to residents returning to their neighborhoods today. You are our valued partners in keeping the public well informed about the process for returning to the burn areas and the precautions people should take when entering these zones.

Your cooperation is greatly appreciated.

County of Sonoma
City of Santa Rosa

# Returning to Your Neighborhood

We understand that visiting your property for the first time since the evacuation will be a very emotional experience and we want you to know that you are not alone—there are many people and agencies here to help you. This loss of a physical home, a shelter, a place of security, filled with memories, will be difficult to bear. For many, a sense of home comes from neighbors and from the wider community. The building you called home may be gone, but your community is with you to help you recover and rebuild. We extend our deepest sympathy to you and your family and we want you to know that we are committed to assuring you have access to the services and support you need and we will move forward together.

Please familiarize yourself with the information in this packet. It contains important details about the hazards of entering an area that has been in a fire.

## *What Has Occurred in Your Neighborhood Since the Fires*

Thorough searches for missing people who may have perished in the fire were undertaken with the utmost care and respect for the deceased and their families.

Crews have removed propane tanks, utility lines, and environmental hazards. Utility providers have gone through to shut off gas, electrical and water services.

## *What to Expect When You Arrive in Your Neighborhood*

Once evacuation orders are lifted, you will need to get and entry pass. Entry passes will be distributed at check in locations. Once you have recieved an entry pass you may enter your neighborhood though one of the official entry points.

The Condition of Your Property: After a fire, many dangers may remain and you if choose to enter the property, you are doing so at your own risk. For your safety, building inspectors have inspected homes that appear damaged from the exterior. When visiting your property, you may find it in one of the following conditions:

1. No Structure Remaining – There is no structure standing on your property.
2. Partial Structure Remaining – Some homes have sections of walls or chimneys still standing. These structures are not secure and pose an immediate risk of collapse. If you choose to enter the property, you are doing so at your own risk.
3. Red-Tagged – The home is standing but is not safe to re-enter. The structure on your property was inspected by a building inspector and deemed unsafe to re-enter. Conditions of structural support may be severely damaged and entry could cause bodily injury or even death. If your home is red-tagged please contact the building official on-site to arrange for an escorted entry into the property
4. Safe and Standing Property – The structure on your property is standing and is safe to re-enter. Although these properties may look intact, they may have sustained smoke or other damage. Those that do not show damage from the exterior have not been inspected.

If your property was not evacuated but was adjacent to or in close proximity of the fire, you might want to consider getting your home inspected for damages and check to see if you qualify for coverage.

## *Taking Care of Yourself and Your Family*

Know that You Have the Right to Privacy: The media has helped us stay connected and informed during these devastating fires. And, part of that coverage has included personal stories about how people's lives have been impacted. You and your family are not under any obligation to consent to be interviewed, photographed or filmed. If approached by a member of the media (reporter, camera person, photographer), you have the right to request your privacy.

As you return to your property our focus will be to provide you with safe, secure, and private time to grieve. We have asked that the media be respectful of this highly personal and difficult time, as you return to your neighborhood and reunite with friends and neighbors, evaluate your losses, and determine next steps.

Looking Through the Remains of Your Property: Sifting for valuables is permitted but not recommended for health reasons. Please be advised that digging, piling materials up or moving large pieces on or off the property can jeopardize your eligibility for free State sponsored cleanup through Cal Recycle and could put your health at risk. Small scale sifting through ashes to locate any remaining personal items will not impact your ability to get financial assistance.

If you chose to search through the remains of your home, wear proper protective equipment and take the following precautions:

- Wear sturdy shoes, long sleeve shirts and long pants
- Wear protective gear such as gloves, protective masks and googles, and keep children and pets away
- Anything with ash should be sanitized and cleaned.
- Asbestos, heavy metals, by-products of plastic combustion and various other chemicals may be present in your home and neighborhood.
- Walk around the perimeter before entering, noting any debris and structure that could fall

Emotional Support: During this time is important for all who have experienced this disaster. The emotional toll can be more devastating than the financial strains of loss of home, business, or personal property. Profound sadness, grief, and anger are normal reactions to an event such as this. Reach out to local faith-based organizations, voluntary agencies, or professional counselors for counseling. During your return to your neighborhood emotional support services will be available including mental health providers, the faith community and law enforcement chaplains.

## *Disposing of Hazardous Materials*

The County of Sonoma and the State of California's Office of Emergency Services (Cal-OES) will be coordinating a cleanup effort of private properties that ensures safe disposal. This will be in both the incorporated and unincorporated areas. Ash and debris from burned buildings and homes can contain toxic substances due to the presence of synthetic and hazardous materials.

Household hazardous waste has to be handled separately from other burn debris and may not go into local landfills. Residents are strongly urged to leave all the debris in place and are encouraged to NOT remove items from their properties. Household hazardous waste includes unused or leftover portions of products used in your home that contain toxic chemicals. Products labeled *caution, warning, danger, poison, toxic, flammable or corrosive* are considered hazardous waste.

## *Recovery and Rebuilding*

Visiting your neighborhood in the after the fire is an important step in accepting what has occurred and beginning the process of recovery and rebuilding our community. We will be working to establish programs to speed up and assist with rebuilding our community.

We are with you and we will move forward together.

## *Important Contacts*

www.sonoma-county.org
www.srcity.org/recovery

| | |
|---|---|
| Sonoma County Department of Health | 707-565-XXXX |
| Sonoma County Animal Services | 707-565-7100 |
| Santa Rosa Recovery | 707-543-XXXX |
| Santa Rosa Police Department | 707-543-5222 |
| FEMA | 800-621-3362 |
| American Red Cross | 707-577-7600 |

**DECLARATION OF THE DIRECTOR OF EMERGENCY SERVICES OF THE [CITY OR COUNTY] OF _____ PROHIBITING THE USE OF LEAF BLOWERS IN THE [CITY OR COUNTY]**

WHEREAS, under authority contained in California Government Code Sections 8610 and 8634 and _____ Municipal Code Section _____, the [City or County] of _____, on _____ __, 20__, declared the existence of a local emergency; and,

WHEREAS, I am empowered, upon proclamation of a disaster, to make and issue regulations on matters reasonably related to the protection of life and property as affected by such disaster; and,

WHEREAS, under conditions of the disaster, smoke impacts are widespread and air quality is unhealthy in areas directly impacted by smoke; and,

WHEREAS, fire damage to structures and other property has created unusual amounts of ash and particulates that the [City or County] seeks to discourage property owners from cleaning with leaf blowers due to potential contaminants and further impacts on air quality; and,

WHEREAS, life and property is deemed to be in peril and speed is of the essence.

NOW THEREFORE, I, _____, as Director of Emergency Services, hereby declare a [City or County]-wide ban on gas, electric, and battery-powered leaf blowers until such time that the conditions warranting this declaration have been abated. Only governmental entities dedicated to official cleanup efforts shall be exempted from the ban.

_____ _____

Date and Time

_____

Director of Emergency Services

ATTEST:

_____

[City Clerk or County Clerk of the Board of Supervisors]

APPROVED AS TO FORM:

_____

[City Attorney or County Counsel]  Date

**ORDINANCE NO. 20__-___**

**AN EMERGENCY ORDINANCE OF THE [CITY COUNCIL OR BOARD OF SUPERVISORS] OF THE [CITY OR COUNTY] OF _____, CALIFORNIA, PROHIBITING THE USE OF LEAF BLOWERS IN THE [CITY OR COUNTY]**

WHEREAS, under authority contained in California Government Code Sections 8610 and 8634 and _____ Municipal Code Section _____, the [City or County] of _____, on _____ __, 20__, declared the existence of a local emergency; and,

WHEREAS, under conditions of the disaster, smoke impacts are widespread and air quality is unhealthy in areas directly impacted by smoke; and,

WHEREAS, fire damage to structures and other property has created unusual amounts of ash and particulates that [City or County] seeks to discourage property owners from cleaning with leaf blowers due to potential contaminants and further impacts on air quality; and,

WHEREAS, life and property is deemed to be in peril and speed is of the essence.

The [City Council or Board of Supervisors] of the [City or County] of _____ does hereby ordain as follows:

Section 1. Due to the existing public health emergency and the harmful health effects of ash resulting from the [Event], there is hereby enacted a [City or County]-wide ban on gas-, electric-, and battery-powered leaf blowers on the [City or County]. Only governmental entities dedicated to official cleanup efforts shall be exempted from the ban when it is determined necessary to protect public health. Any person convicted of violating this Ordinance shall be guilty of a misdemeanor and subject to punishment in accordance with Chapter _____ of the _____ Municipal Code.

Section 2. This Ordinance shall be effective immediately upon adoption if approved by a four-fifths vote of the [City Council or Board of Supervisors] or a unanimous vote of the [City Council or Board of Supervisors] if all Members are not present.

Section 3. This Ordinance shall remain in effect until and through the last day of the existing emergency unless sooner terminated by action of the [City Council or Board of Supervisors].

Section 4. That the term "emergency" as used in this Ordinance shall mean the emergency declared by the Director of Disaster Services on _____ __, 20__.

Section 5. Within three (3) days of this Ordinance's adoption, the City Clerk is directed to cause a summary of this Ordinance to be published weekly for the duration of the emergency in a newspaper of general circulation within the [City or County].

Section 6. If any section, subsection, subdivision, sentence, clause, phrase, or portion of this Ordinance, is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The [City Council or Board of Supervisors] hereby declares that it would have adopted this Ordinance, and each section, subsection, subdivision, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, subdivisions, sentences, clauses, phrases, or portions thereof be declared invalid or unconstitutional.

PASSED and ADOPTED this ___ day of _____ 20__.

_____
_____, MAYOR

ATTEST:

_____
[CITY CLERK OR CLERK OF THE BOARD OF SUPERVISORS]

APPROVED AS TO FORM

By:_____
[CITY ATTORNEY OR COUNTY COUNSEL] Date

**PUBLIC NOTICE OF ADOPTION OF EMERGENCY ORDINANCE**

**[CITY OR COUNTY] OF _____**

**ORDINANCE NO. _____**

NOTICE IS HEREBY GIVEN that on _____ __, 20__, the [City Council or Board of Supervisors] of the [City or County] of _____ adopted Ordinance No. _____, entitled:

> "**AN EMERGENCY ORDINANCE OF THE [CITY COUNCIL OR BOARD OF SUPERVISORS] OF THE [CITY OR COUNTY] OF _____, CALIFORNIA, PROHIBITING THE USE OF LEAF BLOWERS IN THE [CITY OR COUNTY]"**

**Ordinance No. _____ prohibits the use of gas, electric, and battery powered leaf blowers [City or County]-wide for the duration of the emergency related to the _____ unless sooner repealed by the [City Council or Board of Supervisors].**

Ordinance No._____ was adopted by the following roll call vote of the [City Council or Board of Supervisors]:

AYES:

NOES:

ABSTAIN:

ABSENT:

A copy of the full text of Ordinance No. _____ is available for review in the Office of the [City Clerk or Clerk of the Board of Supervisors], [address], California, and on the [City or County]'s website at _____.

_____

[CITY CLERK OR CLERK OF THE BOARD OF SUPERVISORS]

PUBLISH:

Date: 12/15/2017

Agenda Item No.: _____

Meeting Date: 12/18/2017

**To: Hon. Mayor and Members of the City Council**

**From: Dan Paranick, Acting City Manager**

**Subject: Consideration of an Emergency Ordinance Prohibiting the Use of Leaf Blowers**

---

## RECOMMENDATIONS

That the City Council adopt an emergency ordinance, title as follows:

> "AN EMERGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SAN BUENA-VENTURA, CALIFORNIA, PROHIBITING THE USE OF LEAF BLOWERS IN THE CITY"

## DISCUSSION

Shortly after the start of the tragic Thomas Fire, air quality in the City of San Buenaventura as well as in Ventura County has been bad. It has become worse as the size and intensity of the fire has increased. Weather conditions have not improved significantly with the resultant smoke and ash becoming a potential health issue in the community.

Public health officials have repeatedly cautioned against the use of leaf blowers to clean up ash. Using leaf blowers to "clean up" the ash simply takes the ash and makes it airborne again—increasing the risk that it is inhaled by residents and animals. Because ash can contain harmful residues, it is highly recommended that it not be inhaled. This is why the City, the County, and others have distributed hundreds of thousands of masks to help protect the public. In fact, not just any mask is sufficient to provide protection—masks of the N95 type are necessary.

For the duration of the emergency or until the City Council repeals the emergency ordinance, the use of leaf blowers anywhere within the City is prohibited. The penalty for use of a leaf blower is a misdemeanor.

## ALTERNATIVES

1. Take action as recommended.
2. Provide direction to staff on modification of the proposed action.
3. Decline to take action.

## FISCAL IMPACTS

There are no fiscal impacts as a result of this action.

Prepared by:

_____

Dan Paranick, Acting City Manager

Reviewed as to Fiscal Impacts

_____

Gilbert A. Garcia
Finance and Technology Director

FORWARDED TO THE CITY COUNCIL

City Manager's Office

**ATTACHMENTS**:
Draft Emergency Ordinance

## TEMPORARY LICENSE AGREEMENT FOR USE OF FACILITIES

This Temporary License Agreement ("Agreement"), made and entered into ("Effective Date"), is by and between the COUNTY OF SONOMA, a political subdivision of the State of California ("Licensee"), and _____, a _____("Licensor"). Licensor and Licensee are sometimes collectively referred to herein as the "parties" and singularly, a "party."

### AGREEMENT

1. License. The Licensor hereby grants Licensee a license, subject to all the terms and conditions of this Agreement, to use that portion of real property described in Section 2 below.

2. Premises. Licensee is hereby permitted to use the real property as specifically shown or described in Exhibit A attached hereto and made a part hereof (hereinafter, the "Premises"), located _____ ("Property"), which _____ is situated on that certain real property know as _____(Address) on Sonoma County Assessor's Parcel Number _____, located in the City of _____, County of Sonoma, State of California .

3. Non-exclusive License. The license herein granted is non-exclusive. Licensor continues to maintain and control the Premises.

4. Term. The initial term of this Agreement ("Initial Term") shall commence on _____(Date)_____ and shall expire at midnight on _____ (Date)_____, unless earlier terminated in accordance with Section 19 below.

5. Consideration. [INTENTIONALLY LEFT BLANK]

6. Non-Monetary Consideration: (Optional) In consideration of this Agreement, Licensee shall provide public safety and emergency services to the people of the County of Sonoma.

7. Use. The Sonoma County Transportation and Public Works Department will use the premises as staging sites for storage, management, chipping, and staging for removal of burned trees. The uses described above in this Section 7 are hereinafter be referred to as the "Uses" or "uses".

8. Utilities/Repairs/Maintenance. Licensee shall be responsible for the payment of any utilities separately metered or sub-metered to the Premises. In the event any utilities are not separately metered or sub-metered to the Premises, Landlord may estimate Licensee's utility usage on a reasonable basis (e.g. by square footage and hours of use) using the actual, then-in-effect utility rates charged by utility providers. Licensee shall reimburse Licensor for the cost of any improvements, repair(s) that is (are) needed to the Premises in order to meet the operational needs of Licensee or to restore the Premises in the event of damage thereto during the term of this Agreement. Reimbursements due to Licensor for the cost of any repair(s) that is (are) needed shall be paid to Licensor within ninety (90) days of receipt of invoice by Licensee for said repairs.

9. Equipment Installation and Operation/Improvements. Licensee shall install the materials, supplies, and equipment as needed to operate a Staging Site at its sole cost and expense.

Licensee's equipment shall be installed, operated, and maintained in accordance with the highest standards now or hereafter generally employed for similar equipment. In the event the installation, operation, or maintenance of said equipment causes any direct or indirect interference with the operation of Licensor's facilities, equipment or the equipment of Licensor's tenants, or other licensees, Licensee shall correct said interference, at its sole cost and expense within thirty (30) days after notice of such interference, to the satisfaction of Licensor. In the event said interference cannot be corrected, Licensee shall promptly remove said equipment.

In the event Licensee desires to make any improvements to the Premises, Licensee shall, provide Licensor with plans and specifications therefor and obtain Licensor's prior consent, which consent shall not be unreasonably withheld or delayed but may be conditioned. Any conditions required of Licensee by Licensor in connection with any such improvements shall be provided by Licensor at the time of Licensor's consent. At the expiration of the term of this Agreement, Licensee shall restore the Premises to its original condition, normal wear and tear excepted, unless other arrangements are made with Licensor in writing.

10. Taxes. Licensee agrees to pay any and all lawful taxes, assessments, or charges which may be levied during the term of the License by any public entity upon any improvements made as a result of this Agreement.

11. Possessory Interest. Licensee expressly recognizes and understands that this Agreement may create a possessory interest subject to property taxation and that Licensee may be subject to the payment of property taxes levied on such interest.

12. Compliance with Laws. Licensee has represented to Licensor and hereby warrants to Licensor that Licensee has complied with all laws applicable to the acceptance and use of the license herein granted, including, without limitation, all improvements made by or through Licensee to the Premises. Licensee shall observe and comply at all times with all applicable federal, state and county statutes and ordinances, rules, regulations, directives, and orders of governmental agencies now in force or which may hereinafter be in force relating to or affecting the use of the license herein granted.

12.1. Certified Access Specialist Disclosure. (Not Applicable).

13. Waste; Nuisance. Licensee shall not commit, suffer, or permit the commission by others of: (i) any waste or nuisance on the Premises; (ii) any action or use of the Premises which interferes or conflicts with the use of the Premises by Licensor or any authorized person; or (iii) any action on the Premises in violation of any laws or ordinances.

14. Inspection. Licensor shall be permitted to enter and inspect the licensed Premises at any and all times.

15. Extent of Grant of License. This Agreement and the license herein granted are valid only to the extent of Licensor's jurisdiction as owner of the Premises. Acquisition of any other necessary permits or entitlements for Licensee's use (including the Uses) are the responsibility of Licensee. NOTHING CONTAINED IN THIS AGREEMENT SHALL BE CONSTRUED AS A RELINQUISHMENT OF ANY RIGHTS NOW HELD BY LICENSOR OR LICENSEE.

16. Deposit Refund. Not Applicable.

17. Bankruptcy. (Not Applcable0

18. Non liability of County. (NOT APPLICABLE).

19. Indemnification. Licensee agrees to accept all responsibility for loss or damage to any person or entity, including but not limited to Licensee, and to defend, indemnify, hold harmless, reimburse and release Licensor, its agents, and employees, from and against any and all actions, claims, damages, disabilities, liabilities and expense, including but not limited to attorneys' fees and the cost of litigation incurred in the defense of claims as to which this indemnity applies or incurred in an action by Licensor to enforce the indemnity provisions herein, whether arising from personal injury, property damage or economic loss of any type, that may be asserted by any person or entity, including Licensee, arising out of or in connection with any of the circumstances described in Sections 19.1, 19.2, 19.3 and 19.4, . Licensee agrees to provide a complete defense for any claim or action brought against Licensor based upon a claim relating to Licensee's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. Licensee shall have the right to select its legal counsel at its sole expense. This indemnification obligation does not cover or relate to any negligent or other conduct of Licensor.

    19.1. Use of Premises. Use of the Premises in any manner by Licensee, its agents, employees, invitees, subtenants, licensees and contractors, and the agents, employees, patrons, contractors and invitees of subtenants, including any use of the Premises not allowed under this Agreement.

    19.2. Breach by Licensee. Any breach by Licensee of the terms, covenants or conditions herein contained.

    19.3. Approval of Agreement. The approval of this Agreement by Licensee.

    19.4. Other Activities. Any other activities of Licensee, its agents, employees and subtenants.

20. Insurance. The parties acknowledge and agree that Licensee is a public entity and as such is self-insured, and Licensor agrees to accept such self-insurance as sufficient to cover Licensee's indemnification obligations under this Section 19.

21. Liability for Loss or Damage to County Property. County shall be liable to Licensor for any loss or damage to the Premises arising from or in connection with County's performance hereunder or any of its officers, agents, and employees.

22. Nondiscrimination. In the performance of this Agreement, County shall comply with all applicable federal, state and local laws, rules and regulations regarding nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, sexual orientation, marital status, age, medical condition or disability.

23. License is Personal. The license herein granted is personal to County and no right hereunder may be assigned, sublet, or otherwise transferred in whole or in part without the prior written consent of Licensor, and any attempt to assign, sublet or transfer shall be of no force or effect

whatsoever unless and until Licensor shall have given its written consent thereto. Licensor may withhold its consent for any reason.

24. Provisions are Conditions of Use/Occupancy. Each provision of this Agreement shall be deemed a condition of the right of Licensee to use or continue to occupy the Premises. Notwithstanding anything stated to the contrary herein, if Licensee fails to perform any provision of this Agreement at the time and in the manner herein provided, Licensor may at its option immediately terminate this Agreement; this right to terminate shall be cumulative to any other legal right or remedy available to Licensee.

25. Licensee to Act in Independent Capacity. Licensee, its officers, agents, and employees shall act in an independent capacity and shall not represent themselves to be or be construed to be officers, agents, or employees of Licensor.

26. License Not a Lease. This Agreement does not constitute a lease, but constitutes a mere revocable license and Licensee is limited to the use of the Premises expressly and specifically described above. If access routes are not specifically described in Section 2 of this Agreement, Licensee shall be entitled to use only the access route(s) designated by the County. Licensee shall have no right or privilege in any respect whatsoever to use any other part of the property of County for any purpose whatsoever. Licensee disclaims any interest that when coupled with the license herein granted would render it irrevocable. Termination by Licensor. Licensor may terminate this Agreement for any reason whatsoever upon sixty (60) days prior notice to Licensor.

27. Liability for Loss or Damage to Licensor Property. Licensee shall be liable to Licensor for any loss or damage to the Premises arising from or in connection with Licensee's performance hereunder or any of its officers, agents, and employees.

28. Nondiscrimination. In the performance of this Agreement, Licensee shall comply with all applicable federal, state and local laws, rules and regulations regarding nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, sexual orientation, marital status, age, medical condition or disability.
29. Notice. Any notice required or permitted to be given under this Agreement shall be in writing. Delivery of such written notice shall be conclusively taken as sufficiently given forty-eight (48) hours after deposit in the United States Mail, registered or certified, return receipt requested, with the postage thereon fully prepaid, addressed as follows:

If to LICENSOR: _____

_____

_____

_____

_____

If to LICENSEE: COUNTY OF SONOMA
General Services Department
Attn. Real Estate Manager
2300 County Center Drive, Suite A220
Santa Rosa, CA 95403

Either party may at any time change its address for notices by giving written notice of such change to the other party in the manner provided in this Section 35.

30. No Continuing Waiver. The waiver by either party of any breach of any of the provisions of this Agreement shall not constitute a continuing waiver of any subsequent breach of the same, or of any other provision of this Agreement.

31. Surrender. Upon the expiration or sooner termination of this Agreement, Licensee, at its sole cost and expense, shall remove, revise, or relocate such of its structures and equipment as is designated by Licensor, vacate the Premises.

32. General Provisions.

32.1. Time of Essence. Time is and shall be of the essence of this Agreement and of each and every provision contained in this Agreement.

32.2. Incorporation of Prior Agreements; Amendments. This Agreement contains all the agreements of the parties with respect to any matter mentioned herein. No prior agreement, or understanding pertaining to any such matter shall be effective. This Agreement may be modified in writing only, signed by the parties in interest at the time of the modification, and this sentence may not be modified or waived by any oral agreement, whether executed or unexecuted.

32.3. Binding Effect; Choice of Law. This Agreement shall be binding upon and inure to the benefit of the parties, their personal representatives, successors, and assigns. This Agreement shall be governed by the laws of the State of California and any action to enforce the terms of this Agreement or for the breach thereof shall be brought and tried in the County of Sonoma.

32.4. Amount Due Payable in U.S. Money. All sums payable under this Agreement must be paid in lawful money of the United States of America.

32.5. No Third Party Beneficiaries. Nothing contained in this Agreement shall be construed to create and the parties do not intend to create any rights in third parties.

33. Construction of Agreement; Severability. To the extent allowed by law, the provisions in this Agreement shall be construed and given effect in a manner that avoids any violation of statute, regulation, or law. County and Licensee agree that in the event any provision in this Agreement is held to be invalid or void by any court of competent jurisdiction, the invalidity of any such provision shall in no way affect any other provision in this Agreement. Licensee and Licensor acknowledge that they have each contributed to the making of this Agreement and that, in the event of a dispute over the interpretation of this Agreement, the language of the Agreement will not be construed against one party in favor of the other. Licensee and Licensor further acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement.

34. Relationship. The parties intend by this Agreement to establish the relationship of licensor and licensee only, and do not intend to create a partnership, joint venture, joint enterprise, or any business relationship other than that of licensor and licensee.

35. Captions. The captions in this Agreement are for convenience only and are not a part of this Agreement. The captions do not in any way limit or amplify the provisions hereof, and shall have no effect upon the construction or interpretation of any part hereof.

**LICENSOR AND LICENSEE HAVE CAREFULLY READ AND CONSIDERED THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT AND HEREBY AGREES TO BE BOUND BY ALL SAID TERMS AND CONDITIONS.**
36.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

"LICENSOR": _____

By: _____

"COUNTY": COUNTY OF SONOMA, a political subdivision of the State of California

By: _____
Director, Department of General Services

The General Services Director is authorized to execute this Agreement pursuant to the Board of Supervisors Summary Action dated _____, 20___.

APPROVED AS TO FORM
FOR COUNTY:

_____
Deputy County Counsel

APPROVED AS TO SUBSTANCE
FOR COUNTY:

_____
Real Estate Manager

# Avoiding Total Disaster: The Law and Emergencies

Disaster Preparedness Training for Local Government Legal Advisors

# Playbook Part 15

# Rebuild

**COUNTY OF VENTURA**
**APPLICATION FOR REASSESSMENT**
**PROPERTY DAMAGED BY MISFORTUNE OR CALAMITY**

**ASSESSOR OF VENTURA COUNTY**
800 S. VICTORIA AVENUE
VENTURA, CALIFORNIA 93009
EMAIL: ASSESSOR.DISASTER@VENTURA.ORG

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**Section 170 of the Revenue and Taxation Code of the State of California and Ventura County Ordinance No. 4388 contain provisions for reassessment of property damaged or destroyed by misfortune or calamity. A brief summary of eligibility requirements follows:**

1. The application must be made by the person who, on January 1, was the owner of, or had in his possession, or under his control, the taxable property which suffered damage or by a person who acquired the property after January 1 and is liable for the taxes for the next fiscal year commencing July 1.
2. The damage must have occurred by misfortune or calamity, without fault of the owner.
3. The application must be delivered to the Assessor within twelve (12) months of the calamity or misfortune.
4. The damage must be shown to be ten thousand dollars ($10,000) or more.

Application is hereby made for tax relief on the following described property which was damaged or destroyed. The property subject to this application is described as Assessor's Parcel Number(s) and address:

_____

_____

The date of the misfortune or calamity was _____

The type of misfortune or calamity was _____

_____

The date replacement and/or repair work was commenced _____

If not yet commenced, anticipated date of commencement _____

The date replacement and/or repair work was completed _____

**TO COMPUTE CORRECT TAX ADJUSTMENT, ASSESSOR MUST BE NOTIFIED OF COMPLETION.**
**IF NOT NOTIFIED BY JANUARY 1, DAMAGE WILL BE PRESUMED TO HAVE BEEN REPAIRED.**

The property destroyed or damaged consisted of _____

_____

Applicant's opinion of the value of the property before damage _____

Applicant's opinion of the value of the property after damage _____

**APPLICATION MUST BE FILED WITHIN TWELVE (12) MONTHS OF THE DAMAGE.**

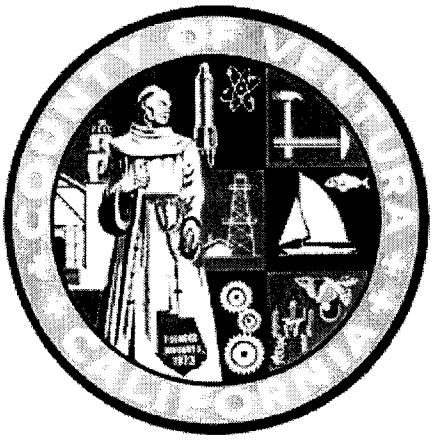
I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing and all information hereon, including any accompanying statements or documents, is true, correct and complete to the best of my knowledge and belief.

Executed at _____ California (if execution is outside the State of California, the application must be verified by affidavit).

| | |
|---|---|
| _____ | _____ |
| (Applicant's Name – Please type or print) | (Mailing Address) |
| _____ | _____ |
| (Daytime Telephone Number) | (City and State) |
| _____ | _____ |
| (Signature of Applicant) | (Date) |

**Email Address:** _____

AO-V 365 (Rev. 11/18)



# Ordinance Number

3606

# Date Adopted

8/3/1982

# Subject

VENTURA COUNTY ORDINANCE AMENDING ORDINANCE 3327 RELATING TO THE PROVISIONS FOR REASSESSMENT OF PROPERTY DAMAGED OR DESTROYED BY MISFORTUNE OR CALMITY

# Comments

ORDINANCE NO. 3606

AN AMENDMENT TO VENTURA COUNTY ORDINANCE NO. 3327 RELATING TO THE PROVISION FOR REASSESSMENT OF PROPERTY DAMAGED OR DESTROYED BY MISFORTUNE OR CALAMITY

The Board of Supervisors of the County of Ventura does ordain as follows:

Sections 2, 5, 6, 7 and 8 of Ventura County Ordinance No. 3327 are hereby amended; and Section 9 is hereby added to read as follows:

Sec. 1 - PURPOSE - The purpose of this ordinance is to provide relief from the responsibility to pay ad valorem taxes assessed against property in this County which may be damaged or destroyed by misfortune or calamity.

Sec. 2 - ELIGIBILITY - Every assessee of taxable property, or any person liable for the taxes thereon, whose property was damaged or destroyed by misfortune or calamity without his fault may, within the time specified in this ordinance, apply for reassessment of such property by delivering to the Assessor a written application showing the condition and value, if any, of the property immediately after the damage or destruction, which damage must be shown therein to be in excess of five thousand dollars ($5,000.00).

Sec. 3 - TIME TO FILE APPLICATION - Application for reassessment of taxable property which is subject to the provisions of this ordinance shall be made in writing to the Assessor of Ventura County within sixty (60) calendar days of the date of the occurrence of the damage or destruction caused by misfortune or calamity which is claimed to have caused a reduction in value in excess of five thousand dollars ($5,000.00).

Sec. 4 - APPLICATION - The application shall be executed under penalty of perjury, or if executed outside the State of California, verified by affidavit. Application forms may be obtained from the Assessor of Ventura County.

Sec. 5 - DAMAGE DISCOVERED BY ASSESSOR WITHOUT APPLICATION - If no such application is made and the Assessor determines that within the preceding six months a property has suffered damage caused by misfortune or calamity, which may otherwise qualify the property owner for relief under this ordinance, the Assessor shall, at his discretion, either:

a. Reassess the property and notify the last known owner of the property of the reassessment; or

b. Provide the last known owner of the property with an application for reassessment. The property owner shall file the completed application within 30 days of notification by the Assessor but in no case more than six months after the occurrence of said damage.

Sec. 6 - REASSESSMENT - Upon receipt of a properly completed, timely filed application, or, without application if the reassessment is made pursuant to Section 5a hereinabove, the Assessor shall reassess the property as provided in Revenue and Taxation Code section 170 and notify the assessee of said reassessment in the manner prescribed in said section.

Sec. 7 - APPEAL - An applicant may appeal the proposed reassessment to the Ventura County Board of Equalization within fourteen (14) days of the date of mailing the notice of proposed reassessment. Such appeals shall be governed by the provisions of Revenue and Taxation Code section 170 and such additional law and local rules as may be applicable thereto.

Sec. 8 - COMPUTATION-PAYMENT-REFUND - Any computation, payment or refund of tax on property reassessed pursuant to this ordinance shall be governed by the provisions of Revenue and Taxation Code section 170.

Sec. 9 - SUBSEQUENT YEARS - The taxable value of property reassessed pursuant hereto shall, for tax years subsequent to said reassessment, be determined as provided in Revenue and Taxation Code section 170.

PASSED AND ADOPTED this 3rd day of August, 1982, by the following vote:

AYES: Supervisors Lacey, Jones, Dougherty, Flynn and Erickson.

NOES: None.

ABSENT: None.

Maggie Erickson
CHAIR, BOARD OF SUPERVISORS

ATTEST:

ROBERT L. HAMM, County Clerk, County of Ventura, State of California, and ex officio Clerk of the Board of Supervisors thereof.

By Roberta Rodriguez
Deputy Clerk

BOARD OF SUPERVISORS, COUNTY OF VENTURA, STATE OF CALIFORNIA

TUESDAY, AUGUST 3, 1982, AT 8:30 O'CLOCK A.M.

* * * * * * *

ORD. 3606 / 203 / ORD. #3327

ADOPTING ORDINANCE NO. 3606, RE REASSESSMENT OF PROPERTY DAMAGED OR DESTROYED BY MISFORTUNE OR CALAMITY ; DIRECTING PUBLICATION

An ordinance amendment to Ventura County Ordinance No. 3327 Relating to the Provision for Reassessment of Property Damaged or Destroyed by Misfortune or Calamity,

is presented to the Board at this time, and upon motion of Supervisor Jones , seconded by Supervisor Dougherty , and duly carried, it is ordered that the same be passed and adopted as an ordinance of the County of Ventura, to be known as Ordinance No. 3606.

Upon the roll being called, the members of the Board vote as follows:

Ayes: Supervisors Lacey, Jones, Dougherty, Flynn and Erickson.

Noes: None.

Absent: None.

All members of the Board present voting on the passage and adoption of said ordinance, it is hereby declared and ordered that said ordinance is hereby passed and adopted as an ordinance of the County of Ventura, to be known as Ordinance No. 3606.

It is further ordered that said ordinance shall take effect and be in force at the expiration of thirty (30) days from the date hereof, and before the expiration of fifteen (15) days the same shall be published, with the names of the members of the Board of Supervisors voting for and against the same, at least once in the Santa Paula Chronicle , a newspaper of general circulation printed and published in the County of Ventura, State of California.

* * * * * * *

COPIES TO:

Assessor
Auditor-Controller
Clerk of the Board
County Counsel
Files (4)
Item 4A
8/3/82
rr

GI 6906

Ord 3606

# PROOF OF PUBLICATION

(2015.5 C.C.P.)

This space is for the County Clerk's Filing Stamp

RECEIVED
1982
OFFICE OF CLERK
BOARD OF SUPERVISORS

STATE OF CALIFORNIA,
County of Ventura
City of Santa Paula

I am a citizen of the United States and a resident of the County aforesaid; I am over the age of eighteen years, and not a party to or interested in the above-entitled matter. I am the principal clerk of the printer of the Daily Chronicle

a newspaper of general circulation, printed and published in the City of Santa Paula County of Ventura, and which newspaper has been adjudged a newspaper of general circulation by the Superior Court of the County of Ventura, State of California, under the date of Nov. 1951,

Case Number 3606; that the notice, of which the annexed is a printed copy (set in type not smaller than nonpareil), has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to-wit: August 13,

all in the year 19 82.

I certify (or declare) under penalty of perjury that the foregoing is true and correct.

Dated at Santa Paula

California, this 31 day of Aug., 1982.

Antoinette V. DeRosa

Signature

I hereby certify that the Affidavit of Publication to which this stamp is affixed attests to the publication of the Ventura County Ordinance duly adopted by the Board of Supervisors as set out in said affidavit.

ROBERT L. HAMM, County Clerk and Ex Officio Clerk of Board of Supervisors, County of Ventura, State of California.

By Shirley Howe
Deputy

**ORDINANCE NO. 3606**

AN AMENDMENT TO VENTURA COUNTY ORDINANCE NO. 3327 RELATING TO THE PROVISION FOR REASSESSMENT OF PROPERTY DAMAGED OR DESTROYED BY MISFORTUNE OR CALAMITY.

The Board of Supervisors of the County of Ventura does ordain as follows:

Sections 2, 5, 6, 7 and 8 of Ventura County Ordinance No. 3327 are hereby amended, and Section 9 is hereby added to read as follows:

Sec. 1 PURPOSE. The purpose of this ordinance is to provide relief from the responsibility to pay ad valorem taxes assessed against property in this County which may be damaged or destroyed by misfortune or calamity.

Sec. 2 ELIGIBILITY. Every assessee of taxable property, or any person liable for the taxes thereon, whose property was damaged or destroyed by misfortune or calamity without his fault may, within the time specified in this ordinance, apply for reassessment of such property by delivering to the Assessor a written application showing the condition and value, if any, of the property immediately after the damage or destruction, which damage must be shown therein to be in excess of five thousand dollars ($5,000.00).

Sec. 3 TIME TO FILE APPLICATION. Application for reassessment of taxable property which is subject to the provisions of this ordinance shall be made in writing to the Assessor of Ventura County within sixty (60) calendar days of the date of the occurrence of the damage or destruction caused by misfortune or calamity which is claimed to have caused a reduction in value in excess of five thousand dollars ($5,000.00).

Sec. 4 APPLICATION. The application shall be executed under penalty of perjury, or if executed outside the State of California, verified by affidavit. Application forms may be obtained from the Assessor of Ventura County.

Sec. 5 DAMAGE DISCOVERED BY ASSESSOR WITHOUT APPLICATION. If no such application is made and the Assessor determines that within the preceding six months a property has suffered damage caused by misfortune or calamity, which may otherwise qualify the property owner for relief under this ordinance, the Assessor shall, at his discretion, either:

a. Reassess the property and notify the last known owner of the property of the reassessment; or

b. Provide the last known owner of the property with an application for reassessment. The property owner shall file the completed application within 30 days of notification by the Assessor but in no case more than six months after the occurrence of said damage.

Sec. 6 REASSESSMENT. Upon receipt of a properly completed, timely filed application, or, without application if the reassessment is made pursuant to Section 5a hereinabove, the Assessor shall reassess the property as provided in Revenue and Taxation Code section 170 and notify the assessee of said reassessment in the manner prescribed in said section.

Sec. 7 APPEAL. An applicant may appeal the proposed reassessment to the Ventura County Board of Equalization within fourteen (14) days of the date of mailing the notice of proposed reassessment. Such appeals shall be governed by the provisions of Revenue and Taxation Code section 170 and such additional law and local rules as may be applicable thereto.

Sec. 8 COMPUTATION PAYMENT REFUND. Any computation, payment or refund of tax on property reassessed pursuant to this ordinance shall be governed by the provisions of Revenue and Taxation code section 170.

Sec. 9 SUBSEQUENT YEARS. The taxable value of property reassessed pursuant hereto shall, for tax years subsequent to said reassessment, be determined as provided in Revenue and Taxation Code section 170.

PASSED AND ADOPTED this 3rd day of August, 1982, by the following vote:

AYES: Supervisors Lacey, Jones, Dougherty, Flynn and Erickson.
NOES: NONE.
ABSENT: NONE.

MAGGIE ERICKSON
Chair, Board of Supervisors

ATTEST:
ROBERT L. HAMM, County Clerk,
County of Ventura, State of California, and ex officio Clerk of the Board of Supervisors thereof.
By Roberta Rodriguez
Deputy Clerk.

To be published in the Daily Chronicle August 13, 1982.
Publication No. 82 201.

BOARD OF SUPERVISORS, COUNTY OF VENTURA, STATE OF CALIFORNIA

TUESDAY, AUGUST 3, 1982, AT 8:30 O'CLOCK A.M.

203 / ORD. #3606 / ORD. #3327

Upon motion of Supervisor Jones, seconded by Supervisor Dougherty, and duly carried, the Board hereby approves the following matter:

**county of ventura**

**Office of the Assessor**
Jack M. Waterman
Assessor
Daryl R. Brown
Assistant Assessor

July 27, 1982

Board of Supervisors
County Government Center
800 South Victoria Avenue
Ventura, California 93009

An Amendment To Ventura County Ordinance No. 3327
Relating To The Provision For Reassessment Of
Property Damaged Or Destroyed By Misfortune
Or Calamity

RECOMMENDATION:

It is recommended that the Board of Supervisors approve the amendment of Ordinance No. 3327 to include the most current provisions of law.

DISCUSSION:

The recommended amendment to Ordinance 3327 is as a result of recent legislative changes. Section 170 of the Revenue and Taxation Code now permits the Assessor to reassess property damaged or destroyed by misfortune or calamity without application by the assessee. The present Ordinance allows reassessment only upon application initiated by the property owner.

The amended Ordinance has been reviewed and approved by County Counsel. If you have any questions, regarding this item, please call Daryl Brown at extension 2163.

Jack M. Waterman
JACK M. WATERMAN
County Assessor

COPIES TO:

Assessor
Auditor-Controller
Clerk of the Board
Files (4)
Item 4
8/3/82
rr

BOARD OF SUPERVISORS, COUNTY OF VENTURA, STATE OF CALIFORNIA

TUESDAY, JULY 27, 1982, AT 8:30 O'CLOCK A.M.

203 / ORD. #3327 / ORD. #

This is the time and place to hear the matter regarding An Amendment to Ventura County Ordinance No. 3327 Relating to the Provision for Reassessment of Property Damaged or Destroyed by Misfortune or Calamity.

Upon motion of Supervisor Jones, seconded by Supervisor Flynn, and duly carried, the Board hereby reads in title only the Ordinance and further continues final adoption of the Ordinance to August 3, 1982.

COPIES TO:

Assessor
Files (4)
Item 23
7/27/82
rr

ORDINANCE NO. 4388

AN AMENDMENT TO VENTURA COUNTY ORDINANCE NO. **3606** RELATING TO THE PROVISION FOR REASSESSEMNT OF PROPERTY DAMAGED OR DESTROYED BY MISFORTUNE OR CALAMITY

The Board of Supervisors of the County of Ventura does ordain as follows:

Ventura County Ordinance No.**3606** is hereby amended and restated as follows:

Sec. 1 – PURPOSE - The purpose of this ordinance is to provide relief from the responsibility to pay ad valorem taxes assessed against property in this County which may be damaged or destroyed by misfortune or calamity.

Sec. 2 – ELIGIBILITY – Every assessee of taxable property, or any person liable for the taxes thereon, whose property was damaged or destroyed by misfortune or calamity without his or her fault may, within the time specified in this ordinance, apply for reassessment of such property by delivering to the Assessor a written application showing the condition and value, if any, of the property immediately after the damage or destruction, which damage must be shown therein to be ten thousand dollars ($10,000) or more.

Sec. 3 – TIME TO FILE APPLICATION – Application for reassessment of the taxable property, which is subject to the provisions of this ordinance, shall be made in writing to the Assessor of Ventura County within twelve (12) months of the date of the occurrence of the damage or destruction caused by misfortune or calamity which is claimed to have caused a reduction in value of ten thousand dollars ($10,000) or more.

Sec. 4 – APPLICATION – The application shall be executed under penalty of perjury, or if executed outside the State of California, verified by affidavit. Application forms may be obtained from the Assessor of Ventura County.

Sec. 5 – DAMAGE DISCOVERED BY ASSESSOR WITHOUT APPLICATION – If no such application is made and the Assessor determines that within the preceding twelve (12) months a property has suffered damage caused by misfortune or calamity, which may otherwise qualify the property owner for relief under this ordinance, the Assessor shall at his discretion, either:

a. Reassess the property and notify the last known owner of the property of the reassessment; or

b. Provide the last known owner of the property with an application for reassessment. The property owner shall file the completed

application within twelve (12) months after the occurrence of said damage.

Sec. 6 – REASSESSMENT – Upon receipt of a properly completed, timely filed application, or, without application if the reassessment is made pursuant to Section 5a herein above, the Assessor shall reassess the property as provided in Revenue and Taxation Code section 170 and notify the assessee of said reassessment in the manner prescribed in said section.

Sec. 7 – APPEAL – An applicant may appeal the proposed reassessment to the Ventura County Board of Equalization within six (6) months of the date of the mailing the notice of proposed reassessment. Appeals shall be governed by the provisions of Revenue and Taxation Code Section 170, and such additional laws and local rules as may be applicable thereto.

Sec.8 – COMPUTATION-PAYMENT-REFUND – Any computation, payment or refund of tax on property reassessed pursuant to this ordinance shall be governed by the provisions of Revenue and Taxation Code section 170.

Sec. 9 – SUBSEQUENT YEARS – The taxable value of property reassessed pursuant hereto shall, for tax years subsequent to said reassessment, be determined as provided in Revenue and Taxation Code Section 170.

Approved, adopted and signed, effective July 22, 2008.

AYES: Supervisor Parks, Long, Foy, Flynn and Bennett.
NOES: None.
ABSENT: None.

Chair Pro Tempore Board of Supervisors

ATTEST:
Marty Robinson,
Clerk of the Board of Supervisors,
County of Ventura, State of California

By: _____
Deputy Clerk of the Board

**RESOLUTION NO. _____**

**A RESOLUTION OF THE [CITY COUNCIL OR BOARD OF SUPERVISORS] OF THE [CITY OR COUNTY] OF _____ DECLARING PROPERTY OWNERS AFFECTED BY THE [EVENT] TO BE ELIGIBLE FOR PERMIT FEE WAIVERS**

WHEREAS, The [City or County] proclaimed a local emergency due to the outbreak of the [Event] on [Day, Month Date], and the [City Council or Board of Supervisors] ratified said action on [Day, Month Date]; and,

WHEREAS, As of [Day, Month Date, Year], ___ residences and __ commercial structures have been destroyed, and another __ residences and _____ commercial structures have been damaged; and,

WHEREAS, As a result of the [Event], serious health and safety hazards currently exist from _____are likely to remain on affected parcels, such hazards requiring immediate attention and constituting a local emergency; and,

WHEREAS, The expeditious demolition of damaged structures and facilitation of the rebuilding and upgrading of the structures, including making the structures more resistant, is in the best interest of the citizens of [City or County]; and,

WHEREAS, The provision of fee waivers will provide critical relief to victims of the recent [event] _____, expedite the permitting process and waive permit fees for legally built structures that have been

destroyed; such relief is deemed to serve a public purpose; and,

WHEREAS, Section _____ of the [City or County] Code states that "all matters pertaining to fees are as established by resolution of the [City or County] [City Council or Board of Supervisors]."

**NOW, THEREFORE, BE IT RESOLVED that,**

Section 1. The [City Council or Board of Supervisors] hereby waives all County _____ permit fees associated with property owners removing, repairing and/or rebuilding the equivalent square footage of previously existing and damaged homes and structures (including accessory buildings) within the _____ areas of the [Event].

Section 2. Permit fee waivers will be granted one time for each affected parcel.

Section 3. All such County permit applications must be submitted to the _____ Department by [Month Date, Year].

**PASSED AND ADOPTED** by the [City Council or Board of Supervisors] of the [City or County] of _____ at a regular meeting of said [City Council or Board of Supervisors], held the ___day of _____, [Year], by the following vote:

Attest:

By:_____

_____

[NAME]
[CITY CLERK OR CLERK OF THE BOARD OF SUPERVISORS]

# ORDINANCE NO. 6210

## AN URGENCY ORDINANCE OF THE BOARD OF SUPERVISORS OF THE COUNTY OF SONOMA, STATE OF CALIFORNIA, ADDING CHAPTER 40, SONOMA COMPLEX FIRE DISASTER RECOVERY, TO THE SONOMA COUNTY CODE
## URGENCY ORDINANCE: 4/5 VOTE REQUIRED

The Board of Supervisors of the County of Sonoma, State of California, ordains as follows:

Section I. Emergency Findings. This urgency ordinance is adopted pursuant to California Government Code sections 25123(d) and 25131 and shall take effect immediately upon its approval by at least a four-fifths vote of the Board of Supervisors. The Board finds that this ordinance is necessary for the immediate preservation of the public peace, health and safety, based upon the following facts:

1. Conditions of extreme peril to the safety of persons and property within the County were caused by fast-moving and widespread fires, referred to as the Sonoma Complex Fire, commencing on the 8th day of October, 2017, at which time the Board of Supervisors was not in session.

2. California Government Code section 8630 and Sonoma County Code section 10-5 empower the County Administrator to proclaim the existence of a local emergency when the county is affected or likely to be affected by a public calamity, subject to ratification by the Board of Supervisors at the earliest practicable time.

3. On October 9, 2017, the County Administrator of the County of Sonoma proclaimed the existence of a local emergency within the Sonoma County Operational Area and also requested that the Governor of the State of California make available California Disaster Act Assistance and seek all available forms of disaster assistance and relief programs, including a request for a Presidential Declaration of a Major Disaster.

4. On October 9, 2017, the Governor of the State of California proclaimed a State of Emergency for Sonoma and other counties and has declared Sonoma County eligible for Fire Management Assistance Grant and other relief programs.

5. On October 10, 2017, the Board of Supervisors adopted Resolution No. 17-0389 ratifying the County Administrator's proclamation of the existence of a local emergency with the Sonoma County Operation Area and requesting that the Governor of the State of California make available California Disaster Act Assistance and seek all available forms of disaster assistance and relief programs, including a request for a Presidential Declaration of a Major Disaster.

6. On October 10, 2017, the President declared the existence of a major disaster in the State of California and ordered Federal aid to supplement

state and local recovery efforts in the areas affected by wildfires, including the Sonoma Complex Fire, beginning on October 8, 2017, and continuing.

7. The Sonoma Complex Fire to date has consumed well over one hundred thousand acres and has led to the destruction of thousands of homes. It is estimated that at least 1500 households in Sonoma County, including unincorporated Sonoma County and municipal jurisdictions within Sonoma County, are without homes.

8. The Board of Supervisors has previously found that Sonoma County is experiencing a housing crisis. Even prior to the Sonoma Complex Fire, there existed in the unincorporated county area a severe lack of rental housing that is affordable to lower and moderate income residents.

9. The housing units destroyed by the Sonoma Complex Fire increased this rental housing shortage by several orders of magnitude and also severely reduced the number of owner-occupied housing units in the County.

10. Destruction of housing units in other nearby counties, including Lake, Napa, Solano and Mendocino Counties further exacerbates the ability of persons who live and work in Sonoma County and have been displaced by the Sonoma Complex Fire to relocate to other housing.

11. By Resolution No. 17-0389, the Board of Supervisors ordered the waiver of permit fees for repair and reconstruction for already permitted fire-damaged residential, commercial and agricultural structures, until July 10, 2018.

12. By Resolution No. 17-0389, the Board of Supervisors ordered that the County of Sonoma shall review and consider waiver of other regulations that may hinder response and recovery efforts, including housing recovery.

13. It is essential that the changes made by this ordinance to the Sonoma County Code and various County housing, permitting and health and safety policies related to use and occupancy of residential dwellings be implemented immediately to allow the fastest possible transition of homeless and displaced residents to interim and long term shelter.

Section II. Chapter 40, entitled Sonoma Complex Fire Disaster Recovery, as set forth in Exhibit A to this ordinance, is hereby added to the Sonoma County Code, to remain in effect until December 31, 2019, unless extended or otherwise modified by the Board of Supervisors.

Section III. Adoption of this Ordinance is exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Public Resources Code Section 21080(b)(3) regarding projects to maintain, repair, restore, or replace property or facilities damaged or destroyed as a result of a declared disaster and Section 21080(b)(4) regarding actions to mitigate or prevent an emergency, and CEQA Guidelines Section 15269(a) regarding maintaining, repairing, restoring, demolishing, or replacing property

or facilities damaged or destroyed as a result of a disaster stricken area in which a state of emergency has been proclaimed by the Governor pursuant to the California Emergency Services Act, commencing with Section 8550 of the Government Code.

Section IV. If any section, subsection, sentence, clause, or phrase of this Ordinance is for any reason held to be unconstitutional or invalid, such decision shall not affect the validity of the remaining portion of this Ordinance. The Board of Supervisors hereby declares that it would have passed this Ordinance and every section, subsection, sentence, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared unconstitutional or invalid.

Section V. This Ordinance shall be and the same is hereby declared to be in full force and effect immediately upon its passage by a four-fifths (4/5) or greater vote. A fair and accurate summary of this ordinance shall be published once before the expiration of fifteen (15) days after said passage, with the names of the Supervisors voting for or against the same, in *The Press Democrat*, a newspaper of general circulation published in the County of Sonoma, State of California. Pursuant to Government Code section 25124, a complete copy of Exhibit "A" to this ordinance is on file with the Clerk of the Board of Supervisors and is available for public inspection and copying during regular business hours in the office of the Clerk of the Board of Supervisors, 575 Administration Drive, Room100A, Santa Rosa.

In regular session of the Board of Supervisors of the County of Sonoma, introduced and passed on the 24th day of October, 2017, on regular roll call of the members of said Board by the following vote:

**SUPERVISORS:**

Gorin: Aye Rabbitt: Aye Gore: Aye Hopkins: Aye Zane: Aye

Ayes: 5 Noes: 0 Absent: 0 Abstain: 0

**WHEREUPON,** the Chair declared the above and foregoing Ordinance duly adopted and

**SO ORDERED.**

Chair, Board of Supervisors
County of Sonoma

ATTEST: Sheryl Bratton
by:

Sheryl Bratton,
Clerk of the Board of Supervisors

# EXHIBIT A
# CHAPTER 40
# SONOMA COMPLEX FIRE DISASTER RECOVERY

## Article 02. – General.

### Sec. 40.02.010. – Title.

This chapter shall be known as the Sonoma Complex Fire Disaster Recovery Ordinance.

### Sec. 40.02.020. – Purpose.

This chapter is enacted for the purpose of modifying and/or temporarily suspending various county housing, permitting and health and safety codes and policies to allow the fastest possible transition of residents made homeless or displaced by the Sonoma Complex Fire to interim and long term shelter.

### Sec. 40.02.030. – Administration.

This chapter shall be administered under the direction of the board of supervisors, by and through the director and other departments specified herein.

### Sec. 40.02.040. – Effective Period.

A. The provisions in this chapter shall remain in effect until December 31, 2019, unless otherwise specified herein, subject to extension or modification by the board of supervisors. Unless extended or modified by the board of supervisors, this chapter shall expire on December 31, 2019, and be of no further force or effect.

B. Unless otherwise provided herein, no residential recreational vehicle use or interim housing authorized pursuant to this chapter shall be used for permanent housing after the expiration date of this ordinance.

## Article 3. – Glossary.

### Sec. 40.03.010. – Purpose.

This article provides definitions of terms and phrases used in this chapter that are technical or specialized, or that may not reflect common usage. If any of the definitions in this article conflict with definitions in other provisions of this code, these definitions shall control for the purposes of this chapter. If a word is not defined in this article, or in other provisions of this code, the director shall determine the correct definition.

### Sec. 40.03.020 – Definitions.

**CalOES.** The California Governor's Office of Emergency Services or successor agency.

**Director**. The director of the permit and resource management department of the county or his or her authorized representative.

**Displaced person(s)**. A county resident or residents whose residential dwelling has been destroyed or damaged by the Sonoma Complex Fire, such that the resident(s) cannot occupy the dwelling. Displaced person(s) may be required to provide verification to the county to substantiate their eligibility for uses, permits and/or approvals described in this chapter. Evidence may consist of verification by Federal Emergency Management Agency (FEMA) registration or damage assessment, and/or a driver's license or other government-issued identification card or utility bill, etc. with a physical address showing the resident resided on a legal parcel impacted by the Sonoma Complex Fire, as determined by the county. Such determination may be made by the director or other county personnel.

**Effective Date.** The date of board adoption of this ordinance.

**FEMA.** The Federal Emergency Management Agency or successor agency.

**Recreational vehicle.** A motor home, travel trailer, truck camper or camping trailer that is (1) self-contained and designed for human habitation for recreational or emergency occupancy; (2) self-propelled, truck-mounted, or permanently towable on California roadways; and (3) a California Department of Motor Vehicles licensed vehicle; or a similar vehicle or structure as determined by the director.

**Sonoma Complex Fire.** The series of fires that swept Sonoma County beginning on October 8, 2017, as referenced in board of supervisors resolution number 17-0389, adopted October 10, 2017, and which were the subject of the Proclamation of a State of Emergency by Governor Edmund J. Brown and the Major Disaster Proclamation for California issued by President Donald J. Trump.

**Article 4. – Residential Use of Recreational Vehicles.**

**Sec. 40.04.010. – Residential Use of Recreational Vehicles.**

A. Initial use. For a period of 45 days from the Effective Date, residential use and occupancy of recreational vehicles on any residential lot in any zoning district outside of the area affected by the Sonoma Complex Fire shall be allowed without county approval, zoning or building permit, provided that such lots and/or vehicles have temporary septic holding capacity and/or portable toilets that are serviced through routine pumping services or use of dump stations.

B. Recreational vehicles for reconstruction or repair of damaged dwellings. The use of recreational vehicles in any residential zoning district during the term of this ordinance shall be allowed, subject to county approval or permit as applicable, for use by displaced persons who are repairing or reconstructing a fire-damaged dwelling on the same or another parcel, subject to the standards in Section 40.04.010.

C. Standards. Other than as provided in Section 40.04.010.A, all residential use of recreational vehicles shall meet the following standards.

1. The property owner or the property owner's authorized agent shall obtain a county temporary use approval or permit and all other required permits. Written consent of the property owner is required in all cases.

2. Residential use of recreational vehicles is limited to vehicles not on a permanent foundation and used to house displaced persons during the Effective Period set forth in Section 40.02.040.

3. Residential use of recreational vehicles shall be located outside the boundaries of any recorded easements.

4. The recreational vehicle shall be connected to an approved source of water meeting one of the following criteria:

   a. Public water supply;

   b. Existing well provided that it has been approved by the director as safe for domestic consumption; or

   c. Other water source approved by the director.

5. The recreational vehicle shall be connected to an approved sewage disposal system meeting one of the following criteria:

   a. Public sewer system;

   b. Existing on-site sewage disposal system that has been approved by the director to be intact, adequately sized, and functioning following the disaster;

   c. Temporary holding tank with a contract with a pumping company for regular pumping. A copy of the contract shall be provided to the director; or

   d. Other method of sewage disposal approved by the director.

6. The recreational vehicle shall be connected to an approved source of electricity meeting one of the following criteria:

   a. Permitted electrical service hook-up; or

   b. Other power source approved by the director.

7. Residential use of recreational vehicles under this ordinance shall not be allowed in an area with health and safety hazards as determined by the director.

8. Recreational vehicles for residential use on fire-affected sites shall meet the following additional standards:

   a. Residential use of recreational vehicles on fire-affected sites shall be permitted only on parcels on which a permitted or legally established residence was destroyed, or damaged and rendered uninhabitable as

determined by the director as a result of the Sonoma Complex Fire. Proof that a destroyed or damaged residence was permitted or legally established shall be verified by the director based on prior final building permit or assessor's records, or other documentation satisfactory to the director.

b. Except as provided herein, no county approval or permit for residential use of a recreational vehicle shall be issued until the site is approved for reconstruction by the county, CalOES or FEMA.

c. Recreational vehicles may be located within Zoning Ordinance setback areas, other than riparian setbacks, such that placement of the recreational vehicle will allow for unobstructed reconstruction on the site.

9. Recreational vehicles for residential use on lots not affected by the Sonoma Complex Fire shall comply with all Zoning Ordinance and riparian setback requirements.

**Article 5 – Additional Housing Provisions**

**Sec. 40.05.010. – Suspension of Occupancy Limits on Seasonal Farmworker Housing.**

This code currently allows seasonal farmworker housing and extended seasonal farmworker housing in certain agricultural districts, to be occupied for not more than one hundred eighty (180) days in any calendar year and subject to regulation pursuant to Title 25 of the California Code of Regulations. Notwithstanding any contrary provision in this code, seasonal farmworker housing and extended seasonal farmworker housing may be occupied for up to 365 days in any calendar year, provided that such seasonal farmworker housing or extended seasonal farmworker housing shall remain subject to all other existing regulations and limitations, standards, except that the park and traffic mitigation fees described in County Code section 26-88-010(l)(13) shall not become due or payable as the result of interim housing use.

**Sec. 40.05.020. – Rental of Existing Guest Houses, Pool Houses and Residential Accessory Structures.**

Notwithstanding any contrary provision in this code, existing guest houses, pool houses, and residential accessory structures may be rented as interim housing for persons displaced by the Sonoma Complex Fire, but shall remain subject to all other existing regulations and limitations.

**Sec. 40.05.030. – Rental of Existing Promotional or Marketing Accommodations, Farmstays, Bed and Breakfast Inns, Resorts, Retreats, Camps or other similar uses.**

Notwithstanding any contrary provision in this code or use permit conditions, existing rental or residential occupancy of promotional or marketing accommodations, farmstays, bed and breakfast inns, resorts, retreats, camps or other similar visitor serving uses shall be allowed as interim housing for persons displaced by the Sonoma Complex Fire.

**Sec. 40.05.040. – Fee Waivers for Accessory Dwelling Units.**

A. Purpose. The code currently requires payment of permit processing fees and development fees in connection with applications for new accessory dwelling units (ADUs). Notwithstanding any contrary provision in this code, for fire-affected parcels where the primary dwelling is reconstructed, new ADU applications shall be eligible for fee waivers in accordance with this section.

B. Internal conversions. When a reconstructed single-family dwelling that was previously connected to public sewer service is built to the originally permitted dimensions without changing the footprint or square footage of the original dwelling, building permit processing fees shall be waived for an accessory dwelling unit (ADU) that is incorporated into the interior of the dwelling. No development fees are applicable. The ADU shall conform with all other applicable codes and standards, including Sec. 26-88-060, and shall be identified in the application submittal.

C. Detached ADUs. For any other new ADU that is constructed with a reconstructed single-family dwelling, fees shall be waived as follows, provided that the new ADU is consistent with zoning and meets applicable standards of Sec. 26-88-060 (accessory dwelling units):

1. Building and zoning permit fees.

2. Development fees:

   a. New ADUs up to 750 square feet: development fees waived.

   b. New ADUs between 751-1000 square feet: 50% of development fees waived.

**Sec. 40.05.050. – Safe Parking.**

A. Safe Parking at Designated County-Owned Facilities. Notwithstanding any contrary provision of Chapter 18 of this code, overnight parking shall be permitted at designated safe parking program sites on county-owned property, subject to the following basic requirements:

3. The site has been approved and designated by the Department of General Services as a "safe parking" site, subject to maximum capacity limitations and any other criteria deemed necessary or appropriate by General Services.

4. Overnight parking shall not be permitted except on designated sites that are actively managed and operated by a legal entity that has been approved by the Director of the Community Development Commission (CDC) and General Services as a safe parking program site manager. The safe parking program site manager shall ensure that its safe parking site provides the level of services and security commensurate with the overnight parking capacity of the safe parking site, as determined by CDC and General Services.

5. Registration is required for overnight parking at safe parking program sites. Registration shall not exceed the designated capacity of the site. Displaced persons shall have registration priority over other members of the public.

B. Safe Parking Programs on Privately Owned Sites. A safe parking program may be operated on privately owned sites in any zoning district with the permission of the property owner, subject to approval by the Director of CDC and further subject to compliance with any additional requirements that may be deemed reasonably necessary by the Director of CDC in consultation with County Counsel.

**Sec. 40.05.060. – Waiver of County Use Permit Requirement for Relocation of Damaged Child Care and Educational Facilities.**

Notwithstanding any contrary provision in this code, relocation of any day care center, child care facility, elementary school, junior high school, high school or institution of higher education housed in premises made uninhabitable by the Sonoma Complex Fire may be relocated to existing buildings in MP (Industrial Park), C1 (Commercial Neighborhood), CO (Administrative and Professional Office, PF (Public Facilities), or to any site within an existing religious facility, subject only to a zoning permit, and if required, a building permit for renovations. Nothing in this ordinance waives or affects any State law requirements applicable to such facilities.

**Sec. 40.05.070. – Legal Nonconforming Uses and Structures.**

A. Structures that Exceed Allowable Density. Notwithstanding any contrary provision of this code, nonconforming residential structures that exceed allowable density may be rebuilt and reconstructed and expanded in floor area by 10% of the original floor area.

B. Structures Damaged or Destroyed by the Sonoma Complex Fire. Notwithstanding any contrary provision of this code, nonconforming residential structures damaged or destroyed by the Sonoma Complex Fire need not be rebuilt on the original foundation footprint. Structures that conform to allowable density may be rebuilt and expanded subject to lot coverage and setback requirements and to all other applicable requirements of the code, provided that the improvements do not increase the existing nonconforming portion of the structure.

# ORDINANCE NO. 6212

## AN URGENCY ORDINANCE OF THE BOARD OF SUPERVISORS OF THE COUNTY OF SONOMA, STATE OF CALIFORNIA, ADDING SECTION 40.05.035, RENTAL OF CERTAIN EXISTING DWELLINGS ON AGRICULTURAL PARCELS, TO CHAPTER 40 OF THE SONOMA COUNTY CODE
## URGENCY ORDINANCE: 4/5 VOTE REQUIRED

The Board of Supervisors of the County of Sonoma, State of California, ordains as follows:

Section I. Emergency Findings. This urgency ordinance is adopted pursuant to California Government Code sections 25123(d) and 25131 and shall take effect immediately upon its approval by at least a four-fifths vote of the Board of Supervisors. The Board finds that this ordinance is necessary for the immediate preservation of the public peace, health and safety, based upon the following facts:

1. Conditions of extreme peril to the safety of persons and property within the County were caused by fast-moving and widespread fires, referred to as the Sonoma Complex Fire, commencing on the 8th day of October, 2017.

2. California Government Code section 8630 and Sonoma County Code section 10-5 empower the County Administrator to proclaim the existence of a local emergency when the county is affected or likely to be affected by a public calamity, subject to ratification by the Board of Supervisors at the earliest practicable time.

3. On October 9, 2017, the County Administrator of the County of Sonoma proclaimed the existence of a local emergency within the Sonoma County Operational Area and also requested that the Governor of the State of California make available California Disaster Act Assistance and seek all available forms of disaster assistance and relief programs, including a request for a Presidential Declaration of a Major Disaster.

4. On October 9, 2017, the Governor of the State of California proclaimed a State of Emergency for Sonoma and other counties and has declared Sonoma County eligible for Fire Management Assistance Grant and other relief programs.

5. On October 10, 2017, the Board of Supervisors adopted Resolution No. 17-0389 ratifying the County Administrator's proclamation of the existence of a local emergency with the Sonoma County Operation Area and requesting that the Governor of the State of California make available California Disaster Act Assistance and seek all available forms of disaster assistance and relief programs, including a request for a Presidential Declaration of a Major Disaster.

6. On October 10, 2017, the President declared the existence of a major disaster in the State of California and ordered Federal aid to supplement state and local recovery efforts in the areas affected by wildfires, including the Sonoma Complex Fire, beginning on October 8, 2017, and continuing.

7. The Sonoma Complex Fire to date has consumed well over one hundred thousand acres and has led to the destruction of thousands of homes. It is estimated that thousands of households in Sonoma County, including unincorporated Sonoma County and municipal jurisdictions within Sonoma County, are without homes.

8. The Board of Supervisors has previously found that Sonoma County is experiencing a housing crisis. Even prior to the Sonoma Complex Fire, there existed in the unincorporated county area a severe lack of rental housing that is affordable to lower and moderate income residents.

9. The housing units destroyed by the Sonoma Complex Fire increased this rental housing shortage by several orders of magnitude and also severely reduced the number of owner-occupied housing units in the County.

10. Destruction of housing units in other nearby counties, including Lake, Napa, Solano and Mendocino Counties further exacerbates the ability of persons who live and work in Sonoma County and have been displaced by the Sonoma Complex Fire to relocate to other housing.

11. On October 24, 2017, the Board of Supervisors adopted an urgency ordinance adding Chapter 40, Sonoma Complex Fire Disaster Recovery, to the Sonoma County Code, to remain in effect until December 31, 2019, unless extended or modified by the Board of Supervisors.

12. It is essential that the changes made by this ordinance to the Sonoma County Code and various County housing, permitting and health and safety policies related to use and occupancy of residential dwellings be implemented immediately to allow the fastest possible transition of homeless and displaced residents to interim and long term shelter.

Section II. Section 40.05.035 is hereby added to Chapter 40 of the Sonoma County Code, Sonoma Complex Fire Disaster Recovery, to read in full as follows:

**Sec. 40.05.035. – Rental of Certain Existing Dwellings on Agricultural Parcels.**

Notwithstanding any contrary provision in this code or the contrary terms of any agricultural easement or land conservation contract made pursuant to this code, existing main or primary dwellings and farm family dwellings on agricultural parcels may be used by or rented to persons displaced by the Sonoma Complex Fire, provided that such use or rental does not displace agricultural employees or farm workers.

Section IV. Adoption of this Ordinance is exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Public Resources Code Section 21080(b)(3) regarding projects to maintain, repair, restore, or replace property or facilities damaged or destroyed as a result of a declared disaster and Section 21080(b)(4) regarding actions to mitigate or prevent an emergency, and CEQA Guidelines Section 15269(a) regarding maintaining, repairing, restoring, demolishing, or replacing property or facilities damaged or destroyed as a result of a disaster stricken area in which a state of emergency has been proclaimed by the Governor pursuant to the California Emergency Services Act, commencing with Section 8550 of the Government Code.

Section V. If any section, subsection, sentence, clause, or phrase of this Ordinance is for any reason held to be unconstitutional or invalid, such decision shall not affect the validity of the remaining portion of this Ordinance. The Board of Supervisors hereby declares that it would have passed this Ordinance and every section, subsection, sentence, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared unconstitutional or invalid.

Section VI. This Ordinance shall be and the same is hereby declared to be in full force and effect immediately upon its passage by a four-fifths (4/5) or greater vote. A fair and accurate summary of this ordinance shall be published once before the expiration of fifteen (15) days after said passage, with the names of the Supervisors voting for or against the same, in *The Press Democrat*, a newspaper of general circulation published in the County of Sonoma, State of California.

In regular session of the Board of Supervisors of the County of Sonoma, introduced and passed on the 31th day of October, 2017, on regular roll call of the members of said Board by the following vote:

**SUPERVISORS:**

Gorin: Aye Rabbitt: Aye Gore: Aye Hopkins: Aye Zane: Aye

Ayes: 5 Noes: 0 Absent: 0 Abstain: 0

**WHEREUPON,** the Chair declared the above and foregoing Ordinance duly adopted and

**SO ORDERED.**

Chair, Board of Supervisors
County of Sonoma

ATTEST: Sheryl Bratton
By:

Sheryl Bratton,
Clerk of the Board of Supervisors

## ORDINANCE NO. SCC 2018-02

## AN URGENCY ORDINANCE OF THE BOARD OF SUPERVISORS OF THE COUNTY OF SHASTA, STATE OF CALIFORNIA, ADDING TITLE 19, SHASTA COUNTY CARR FIRE DISASTER RECOVERY, TO THE SHASTA COUNTY CODE

The Board of Supervisors of the County of Shasta, State of California, ordains as follows:

**SECTION I.**

This urgency ordinance is adopted pursuant to California Government Code sections 25123(d) and 25131 and shall take effect immediately upon its approval by at least a four-fifths vote of the Board of Supervisors. The Board finds that this ordinance is necessary for the immediate preservation of the public peace, health and safety, based upon the following facts:

1. Conditions of extreme peril to the safety of persons and property within the County were caused by fast-moving and widespread fires, referred to as the Carr Fire, commencing on the 23rd day of July, 2018, at which time the Board of Supervisors was not in session.

2. California Government Code section 8630 and Shasta County Code § 2.72.060 empower the director of emergency services to proclaim the existence of a local emergency when the county is affected or likely to be affected by a public calamity, subject to ratification by the Board of Supervisors at the earliest practicable time.

3. On July 26, 2018, the Shasta County Emergency Services Director (Sheriff) proclaimed the existence of a local emergency due to the Carr Fire and such proclamation was confirmed and ratified by the Shasta County Board of Supervisors on July 30, 2018.

4. On July 26, 2018, the Governor of the State of California proclaimed a State of Emergency for Shasta County as a result of the Carr Fire and has declared Shasta County eligible for Fire Management Assistance Grant and other relief programs.

5. By Executive Order B-53-18, Governor Brown suspended until August 9, 2021, certain provisions of the Health and Safety Code, the California Code of Regulations and planning and zoning requirements in Government Code sections 65852.3 through 65863.13 as said code and regulations apply to housing projects for recreational vehicles, mobile homes and manufactured homes and special occupancy parks damaged or destroyed as a result of the Carr Fire in Shasta County; and

6. On July 28, 2018, President Donald J. Trump declared the existence of a major disaster in the State of California and ordered Federal aid to supplement state and local recovery efforts in the areas affected by

wildfires, including the Carr Fire, beginning on July 23, 2018, and continuing.

7. On August 21, 2018, the Board of Supervisors adopted Resolution No. 2018-074, extending the proclamation of local emergency issued on July 26, 2018 for another 30 days, based on the ongoing and imminent threat to public safety and undamaged property arising from damage caused by the Carr Fire.

8. The Carr Fire destroyed approximately 1,079 housing structures in Shasta County, as well as damaged 190 residences, and has consumed approximately 230,000 acres and displaced thousands of Shasta County residents.

9. The State of California has declared that there is a statewide housing crisis. Even prior to the Carr Fire, there existed in the unincorporated county area a severe lack of rental housing.

10. The housing units destroyed by the Carr Fire increased and exacerbated this rental housing shortage and significantly reduced the number of owner-occupied housing units in the County.

11. It is essential that the changes made by this ordinance to the Shasta County Code and various County housing permitting and health and safety policies related to use and occupancy of residential dwellings be implemented immediately to allow the fastest possible transition of homeless and displaced residents to interim and long term shelter.

**SECTION II.**

Title 19, entitled Shasta County Carr Fire Disaster Recovery, as set forth in Exhibit A to this ordinance, is hereby added to the Shasta County Code, to remain in effect until August 9, 2021, unless extended or otherwise modified by the Board of Supervisors.

**SECTION III.**

Adoption of this Ordinance is exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Public Resources Code Section 21080(b)(3) regarding projects to maintain, repair, restore, or replace property or facilities damaged or destroyed as a result of a declared disaster and Section 21080(b)(4) regarding actions to mitigate or prevent an emergency, and CEQA Guidelines Section 15269(a) regarding maintaining, repairing, restoring, demolishing, or replacing property or facilities damaged or destroyed as a result of a disaster stricken area in which a state of emergency has been proclaimed by the Governor pursuant to the California Emergency Services Act, commencing with Section 8550 of the Government Code. Each exemption stands as a separate and independent basis for determining that this Ordinance is not subject to CEQA.

**SECTION IV.**

If any section, subsection, sentence, clause, or phrase of this Ordinance is for any reason held to be unconstitutional or invalid, such decision shall not affect the validity of the remaining portion of this Ordinance. If any provision of this ordinance or its application to any person or circumstance is held invalid, the invalidity does not affect other provisions or applications of this Ordinance that can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are severable. The Board of Supervisors hereby declares that it would have passed this Ordinance and every section, subsection, sentence, clause, or phrase thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

**SECTION V.**

All former ordinances and resolutions, or parts thereof, conflicting or inconsistent with the provisions of this Ordinance are hereby superseded by this Ordinance. The adoption of this Ordinance shall not in any manner affect any action or prosecution for violation of ordinances, which violations were committed prior to the effective date hereof, be construed as a waiver of any license, fee, or penalty required by or resulting from any such ordinance, or affect the validity of any bond (or cash deposit in lieu thereof) required to be posted, filed, or deposited pursuant to such ordinance.

**SECTION VI.**

This Ordinance shall be and the same is hereby declared to be in full force and effect immediately upon its passage by a four-fifths (4/5) or greater vote. The Clerk shall cause this Ordinance to be published as required by law.

**DULY PASSED AND ADOPTED** this 11th day of September, 2018, by the Board of Supervisors of the County of Shasta, State of California, by the following vote:

| | |
|---|---|
| AYES: | Supervisors Moty, Rickert, Morgan, Baugh, and Kehoe |
| NOES: | None |
| ABSENT: | None |
| ABSTAIN: | None |
| RECUSE: | None |

LES BAUGH, CHAIRMAN
Board of Supervisors
County of Shasta
State of California

ATTEST:

LAWRENCE G. LEES
Clerk of the Board of Supervisors

By: _____
Deputy

# EXHIBIT A
# TITLE 19
# SHASTA COUNTY CARR FIRE DISASTER RECOVERY

## Chapter 19.02 – General

### 19.02.010 Title

This title shall be known as the Shasta County Carr Fire Disaster Recovery Ordinance.

### 19.02.020 Purpose

This title is enacted for the purpose of modifying and/or temporarily suspending various county housing, permitting and health and safety codes and policies to expedite the transition of residents made homeless or displaced by the Carr Fire to interim and long term shelter and to house people in safe, secure, habitable housing on a temporary basis.

### 19.02.030 Administration

This title shall be administered under the direction of the Board of Supervisors, by and through the director and other departments specified herein.

### 19.02.035 Administrative Standards

The director may establish administrative standards for use in implementing this title. Any administrative standards established pursuant to this title shall be made available to the public on the Resource Management Department's website and upon request at the department.

### 19.02.040 Effective Period

A. The provisions in this title 19 shall remain in effect until August 9, 2021, unless otherwise specified herein, subject to extension or modification by the Board of Supervisors. Unless extended or modified by the Board of Supervisors, this title shall expire on August 9, 2021, and be of no further force or effect.

B. Unless otherwise provided herein, no interim housing authorized pursuant to this title shall be used for permanent housing after the expiration date of this Ordinance.

C. Unless otherwise provided herein, no cargo storage container authorized pursuant to this title shall be used after the expiration date of this title.

## Chapter 19.03 – Glossary, Purpose, and Application of Other Laws

### 19.03.010 Purpose

This chapter provides definitions of terms and phrases used in this title that are technical or specialized, or that may not reflect common usage. If any of the definitions in this chapter conflict with definitions in other provisions of this code, these definitions shall control for the purposes of this title. If a word is not defined in this chapter, or in other provisions of this code, the director shall determine the correct definition.

### 19.03.012 Conflict with Chapter 2.72

In the event of any conflict between the provisions of this title 19 and Chapter 2.72 ("Emergency Services"), the provisions of title 19 shall control.

### 19.03.014 Conflict with Certain Regulations

Nothing in this title removes or suspends regulatory requirements or authority of the State Department of Housing and Community Development to regulate residential use of recreational vehicles as special occupancy parks or otherwise, other than as such provisions are suspended or modified by State law and/or an Executive Order or emergency proclamation by the Governor.

### 19.03.020 Definitions

**CalOES.** The California Governor's Office of Emergency Services or successor agency.

**Cargo storage container.** A single metal box made of steel or other similar material, which is designed for securing and protecting items for temporary storage, not exceeding three hundred twenty (320) square feet in size, without utilities, and not used for human habitation.

**Carr Fire.** The series of fires that swept through Shasta County beginning on July 23, as referenced in Board of Supervisors Resolution No. 2018-067, adopted July 30, 2018, and which were the subject of the Proclamation of a State of Emergency by Governor Edmund J. Brown and the Major Disaster Proclamation for California issued by President Donald J. Trump

**Director.** The director of the Resource Management Department of the county or his or her authorized representative.

**Displaced person(s).** A county resident or residents, including their family member(s), whose residential dwelling has been destroyed or damaged by the Carr Fire, such that the resident(s) cannot occupy the dwelling. Displaced person(s) may be required to provide verification to the county to substantiate their eligibility for uses, permits and/or approvals described in this title. Evidence may consist of verification by Federal Emergency Management Agency (FEMA) registration or damage assessment, and/or a driver's license or other government-issued identification card or utility bill, etc. with a physical address showing the resident resided on a legal parcel impacted by the Carr Fire, as determined by the county. Such determination may be made by the director.

**Effective Date.** The date of Board adoption of this title.

**FEMA.** The Federal Emergency Management Agency or successor agency.

**Fire-damaged lot or parcel.** A lot or parcel, as defined in Sections 17.02.295 and 17.02.400 of this Code, that as of July 23, 2018, contained a previously established residence that was damaged or destroyed by the Carr Fire.

**Manufactured home.** For purposes of this title only, "manufactured home" means either a structure as defined in Section 17.02.355, provided however that the structure is not placed on a permanent perimeter foundation, or any type of temporary housing provided by or authorized for use by FEMA for housing related to recovery from the Carr Fire, including but not limited to manufactured housing, park model homes and other similar types of temporary housing.

**Mobile home.** For purposes of this title, "mobile home" means a structure as defined in Section 17.02.365.

**Movable tiny house.** For the purposes of this title, "movable tiny house" is a structure utilized as living quarters by one household that is licensed by and registered with the California Department of Motor Vehicles, meets the American National Standards Institute (ANSI) 119.5 or ANSI 119.2 (NFPA 1192) requirements and is certified by a qualified third party inspector for ANSI compliance, cannot move under its own power, is not longer than allowed by State law for movement on public highways, and has a total floor area of not less than 150 square feet and no more than 430 square feet of habitable living space.

**Reconstruction.** Replacement of a previously established residence that was destroyed by the Carr Fire on the same lot and with no change in use.

**Repair.** Repair of a structure damaged by the Carr Fire with no change in use.

**Recreational vehicle.** A motor home, travel trailer, truck camper or camping trailer that is (1) self-contained and designed for human habitation for recreational or emergency occupancy; (2) self-propelled, truck-mounted, or permanently towable on California roadways; and (3) a California Department of Motor Vehicles licensed vehicle; or a similar vehicle or structure as determined by the director.

**Temporary Dwelling.** For purposes of this title, a temporary dwelling includes a recreational vehicle, a manufactured home, a mobile home, or a movable tiny house.

## Chapter 19.04 – Use of Temporary Dwellings and Cargo Storage Containers

### 19.04.10 Standards of Temporary Dwellings and Cargo Storage Containers

A. Initial use of temporary dwellings in residential and non-residential areas. For a period of 60 days from the Effective Date, residential use and occupancy of temporary dwellings by displaced persons on any parcel in any zoning district shall be allowed without county approval, zoning, or building permit, provided that such parcels and/or temporary dwellings have temporary septic holding capacity; portable toilets that are serviced through routine

pumping services; or use of dump stations and which otherwise complies with other applicable laws and requirements.

B. Temporary dwellings and use of a single cargo storage container per parcel in residential zones after initial use period. The use of temporary dwellings and one cargo storage container per parcel in any residential zoning district during the term of this title shall be allowed, subject to county approval and permit as applicable, for use by persons displaced by the Carr Fire, subject to the requirements in Sections 19.04.010.C, D, and E.

C. Standards. Other than as provided in Section 19.04.010.A, all residential use of temporary dwellings and cargo storage containers shall meet the following standards.

1. The property owner or the property owner's authorized agent shall obtain all county permits for all temporary dwellings and cargo storage containers. Written consent of the property owner is required in all cases.

2. Residential use of temporary dwellings is limited to those not on a permanent foundation and used to house displaced persons during the Effective Period set forth in Section 19.02.040.

3. Use of a single cargo storage container shall be for storage of personal and household belongings only.

4. Residential use of temporary dwellings and cargo containers shall be located outside the boundaries of any recorded easements, road or driveway, designated flood hazard location, or areas prone to landslide or debris flow.

5. The temporary dwelling shall be connected to an approved source of water meeting one of the following criteria:

    a. Public water supply;

    b. Existing well provided that it has been approved by the Environmental Health Division as safe for domestic consumption; or

    c. Other water source approved by the Environmental Health Division.

6. The temporary dwelling shall be connected to an approved sewage disposal system meeting one of the following criteria:

    a. Public sewer system;

    b. Existing on-site sewage disposal system that has been approved by the Environmental Health Director to be intact, adequately sized, and functioning following the disaster;

c. Temporary holding tank with a contract with a pumping company for regular pumping. A copy of the contract shall be provided to the Environmental Health Division or;

d. Other method of sewage disposal approved by the Environmental Health Division.

7. The temporary dwelling shall be connected to an approved source of electricity meeting one of the following criteria:

   a. Permitted electrical service hook-up; or

   b. Other power source approved by the Director.

8. Residential use of temporary dwellings and cargo storage containers under this title shall not be allowed in areas with health and safety hazards as determined by the director.

9. Temporary dwellings and use of a cargo storage container for residential use on fire-damaged parcels shall meet the following additional standards:

   a. Residential use of temporary dwellings and cargo storage containers located on fire-damaged parcels shall be permitted on parcels where a previously established residence was destroyed, or damaged and rendered uninhabitable as determined by the director as a result of the Carr Fire. Proof that a destroyed or damaged residence was previously established shall be verified by the director based on prior final building permit or assessor's records, or other documentation satisfactory to the director.

   b. Except as provided herein, no county approval or permit for residential use of a temporary dwelling or cargo storage container shall be issued until the site is approved for reconstruction by the county, CalOES, CalRecycle, or FEMA.

   c. Temporary dwellings may be located within Zoning Ordinance setback areas other than riparian setbacks, such that placement of the temporary dwelling will allow for unobstructed debris removal and reconstruction on the site.

10. Temporary dwelling for residential use on lots which are not fire-damaged shall comply with all Zoning Ordinance setback requirements.

11. Parking of licensed personal vehicles shall comply with all applicable on-street parking restrictions.

D. Removal and disconnection. Every temporary dwelling placed on any site for residential use as permitted by this title shall be disconnected from sewer, septic, water and/or power connections and removed from the parcel on which it is located no later than the expiration date of this title or within 30 days of issuance of certificate of occupancy, whichever is earliest.

E. Removal of cargo storage container. Every cargo storage container placed on any parcel for residential use as permitted by this title shall be removed from the parcel on which it is located no later than the expiration date of this title or within 30 days of issuance of certificate of occupancy, whichever is earliest.

## 19.04.50 Temporary Dwellings in Non-Residential Zones

A. Subject to the approval of an administrative permit in accordance with section 17.92.050 of this code, temporary dwellings may be utilized for temporary residential uses by displaced persons on parcels not affected by the Carr Fire within all zone districts with the exception of the Designated Floodway (F-1), Public Facilities (PF), and Timber Production (TP) districts.

B. At a minimum, the use shall comply with the standards set forth in Section 19.04.010.C. Additional requirements, as applicable, may be imposed as conditions of approval of the administrative permit by the director.

## 19.04.060 Expansion of Existing Mobile Home Parks

Existing legally established mobile home parks may expand within the existing permitted site to a maximum permitted residential density of one hundred thirty five percent (135%) of the density established by the zoning map, subject to issuance of a zoning permit.

## 19.04.070 Standards for Residential Use of Manufactured Homes and Recreational Vehicles

Governor Brown's Executive Order B-53-18 provides in part that, "[T]he Department of Housing and Community Development (HCD) and local enforcement agencies, including those with delegated disaster authority, will jointly develop permitting, operating and construction standards to maintain reasonable health and safety standards for the disaster survivors, the residents and the surrounding communities in the impacted areas in Lake, Mendocino, Shasta, and Siskiyou Counties." Upon the adoption of such standards by HCD and the county, any use as defined herein and allowed pursuant to this title shall be subject to such standards, unless different and equally protective FEMA standards apply, in which case the FEMA standards shall apply.

## Chapter 19.05 – Additional Housing and Recovery Provisions

### 19.03.010 Rental of Existing Guest Houses

Notwithstanding any contrary provision in this code, existing guest houses as defined in Section 17.02.245 may be rented as interim housing for persons displaced by the Carr Fire, but shall remain subject to all other existing regulations and limitations.

### 19.05.020 Use and Rental of Certain Existing Dwellings on Agricultural Parcels

Notwithstanding any contrary provision in this code, or the contrary terms of any agricultural easement or land conservation contract made pursuant to this code, existing main or primary dwellings and farm family dwellings on agricultural parcels may be used by or rented to persons displaced by the Carr Fire, provided that such use or rental does not displace agricultural employees or farm workers.

### 19.05.030 Temporary Suspension of Development Impact Fees

A. Purpose. The code currently requires payment of development impact fees in connection with applications for new accessory dwelling units (ADUs). Notwithstanding any contrary provision in this code, for fire-damaged parcels, new ADU applications shall be eligible for a temporary suspension of those development impact fees that are imposed by the County of Shasta in accordance with this section. Development impact fees for new ADUs that are imposed by agencies other than the County of Shasta are not affected by this code.

B. Attached ADUs. When a reconstructed single-family dwelling is build, development impact fees shall be temporarily suspended for an accessory dwelling unit (ADU) that is incorporated into the interior of the dwelling. The ADU shall conform with all other applicable codes and standards and shall be identified in the application submittal.

C. Detached ADUs. For any new detached ADU, the development impact fee shall be temporarily suspended provided the new ADU is consistent with zoning and meets all other applicable codes and standards for ADUs.

### 19.05.040 Temporary Suspension of County Use Permit Requirement for Relocation of Damaged Child Care and Educational Facilities

Notwithstanding any contrary provision in this code, relocation of any day care center, child care facility, elementary school, junior high school, high school or institution of higher education housed in premises made uninhabitable by the Carr Fire may be relocated to existing buildings in the Community Commercial (C-2), Office Commercial (C-O), Commercial Light-Industrial (C-M), and Public Facilities (PF) zone districts or to any site with an existing educational or religious facility, subject only to a zoning permit, and if required, a building permit for renovations. Nothing in this title waives or affects any State law requirements applicable to such facilities.

### 19.05.050 Legal Nonconforming Uses and Structures

Notwithstanding any contrary provision of this code, the director may waive the requirements of Chapter 17.90 of the Shasta County Code, that prohibits the replacement, repair or reconstruction of a non-conforming building or use that has been destroyed in the Carr Fire, provided the director has determined that the requirements of Chapter 2.72.100.C.2(a) – (f), have been met.

## Chapter 19.06 -- Extensions of Specified Land Use Approvals

### 19.06.010 Tentative Maps

Notwithstanding any contrary provision of this Code, any tentative map for parcels that was approved on or after July 23, 2016, and has not already been granted an extension of time is hereby extended by one year beyond its current expiration date. As used in this chapter, the term "tentative map" refers to tentative maps, tentative parcel maps, and vesting tentative maps.

### 19.06.020 Concurrent Land Use Approvals

Notwithstanding any contrary provisions of this code, for tentative maps extended pursuant to Section 19.06.010 above, any separate discretionary land use approval that was granted in conjunction with the tentative map approval is hereby extended consistent with the extended tentative map.

### 19.06.030 Lot Line Adjustments

Notwithstanding any contrary provisions of this code, any lot line adjustment approved on or after July 23, 2016 and that has not already been granted an extension of time is hereby extended one year.

### 19.06.040 Other Approvals

Any use permit, zoning permit, variance or design review approval granted under this code that was approved on or after July 23, 2016 and that has not already been granted an extension of time is hereby extended for one year.

# ORDINANCE NO. 6215

## AN URGENCY ORDINANCE OF THE BOARD OF SUPERVISORS OF THE COUNTY OF SONOMA, STATE OF CALIFORNIA, AMENDING CHAPTER 40 OF THE SONOMA COUNTY CODE TO PROVIDE STANDARDS FOR TEMPORARY EMERGENCY HOUSING IN THE K, PF, M1, M2, AND MP ZONES AND THE REPAIR AND RECONSTRUCTION OF FIRE DAMAGED STRUCTURES, AND MAKE OTHER MINOR CHANGES URGENCY ORDINANCE: 4/5 VOTE REQUIRED

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The Board of Supervisors of the County of Sonoma, State of California, ordains as follows:

Section I. Emergency Findings. This urgency ordinance is adopted pursuant to California Government Code sections 25123(d) and 25131 and shall take effect immediately upon its approval by at least a four-fifths vote of the Board of Supervisors. The Board finds that this ordinance is necessary for the immediate preservation of the public peace, health and safety, based upon the following facts:

1. Conditions of extreme peril to the safety of persons and property within the County were caused by fast-moving and widespread fires, referred to as the Sonoma Complex Fire, commencing on the 8th day of October, 2017, at which time the Board of Supervisors was not in session.

2. California Government Code section 8630 and Sonoma County Code section 10-5 empower the County Administrator to proclaim the existence of a local emergency when the county is affected or likely to be affected by a public calamity, subject to ratification by the Board of Supervisors at the earliest practicable time.

3. On October 9, 2017, the County Administrator of the County of Sonoma proclaimed the existence of a local emergency within the Sonoma County Operational Area and also requested that the Governor of the State of California make available California Disaster Act Assistance and seek all available forms of disaster assistance and relief programs, including a request for a Presidential Declaration of a Major Disaster.

4. On October 9, 2017, the Governor of the State of California proclaimed a State of Emergency for Sonoma and other counties and has declared Sonoma County eligible for Fire Management Assistance Grant and other relief programs.

5. By Executive Order B-43-17, Governor Brown suspended until October 17, 2020 certain provisions of the Health and Safety Code, the California Code of Regulations and planning and zoning requirements in

Government Code sections 65852.3 through 65863.13 as said code and regulations apply to manufactured homes and mobile home parks for use as housing projects in Sonoma County; and

6. On October 10, 2017, the Board of Supervisors adopted Resolution No. 17-0389 ratifying the County Administrator's proclamation of the existence of a local emergency with the Sonoma County Operation Area and requesting that the Governor of the State of California make available California Disaster Act Assistance and seek all available forms of disaster assistance and relief programs, including a request for a Presidential Declaration of a Major Disaster.

7. On October 10, 2017, the President declared the existence of a major disaster in the State of California and ordered Federal aid to supplement state and local recovery efforts in the areas affected by wildfires, including the Sonoma Complex Fire, beginning on October 8, 2017, and continuing.

8. On November 7, 2017, the Board of Supervisors adopted Resolution No. 17-0431, amending Resolution No. 17-389 and extending the proclamation of local emergency issued on October 9, 2017 for another 30 days, based on the ongoing and imminent threat to public safety and undamaged property arising from damage caused by the Sonoma Complex Fire and the onset of the rainy season.

9. On December 5, 2017, the Board of Supervisors adopted a resolution extending the proclamation of emergency for an additional 30 days, due to the ongoing and imminent threat to public safety and undamaged property arising from damage caused by the Sonoma Complex Fire and the onset of the rainy season.

10. The Sonoma Complex Fire destroyed approximately 5,091 housing structures in Sonoma County, consumed more than 110,000 acres, and displaced thousands of Sonoma County residents.

11. The Board of Supervisors previously found that Sonoma County is experiencing a housing crisis. Even prior to the Sonoma Complex Fire, there existed in the unincorporated county area a severe lack of rental housing that is affordable to lower and moderate income residents.

12. The housing units destroyed by the Sonoma Complex Fire increased this rental housing shortage by several orders of magnitude and also severely reduced the number of owner-occupied housing units in the County.

13. Destruction of housing units in other nearby counties, including Lake, Napa, Solano and Mendocino Counties further exacerbates the ability of

persons who live and work in Sonoma County and have been displaced by the Sonoma Complex Fire to relocate to other housing.

14. By Resolution No. 17-0389, the Board of Supervisors ordered that the County of Sonoma shall review and consider waiver of other regulations that may hinder response and recovery efforts, including housing recovery.

15. It is essential that the changes made by this ordinance to the Sonoma County Code and various County housing, permitting and health and safety policies related to use and occupancy of residential dwellings be implemented immediately to allow the fastest possible transition of homeless and displaced residents to interim and long term shelter.

Section II. Chapter 40, entitled Sonoma Complex Fire Disaster Recovery, modified as set forth in Exhibit A to this ordinance, is hereby added to the Sonoma County Code, to remain in effect until December 31, 2019, unless extended or otherwise modified by the Board of Supervisors.

Section III. Adoption of this Ordinance is exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Public Resources Code Section 21080(b)(3) regarding projects to maintain, repair, restore, or replace property or facilities damaged or destroyed as a result of a declared disaster and Section 21080(b)(4) regarding actions to mitigate or prevent an emergency, and CEQA Guidelines Section 15269(a) regarding maintaining, repairing, restoring, demolishing, or replacing property or facilities damaged or destroyed as a result of a disaster stricken area in which a state of emergency has been proclaimed by the Governor pursuant to the California Emergency Services Act, commencing with Section 8550 of the Government Code.

Section IV. If any section, subsection, sentence, clause, or phrase of this Ordinance is for any reason held to be unconstitutional or invalid, such decision shall not affect the validity of the remaining portion of this Ordinance. The Board of Supervisors hereby declares that it would have passed this Ordinance and every section, subsection, sentence, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared unconstitutional or invalid.

Section V. This Ordinance shall be and the same is hereby declared to be in full force and effect immediately upon its passage by a four-fifths (4/5) or greater vote. A fair and accurate summary of this ordinance shall be published once before the expiration of fifteen (15) days after said passage, with the names of the Supervisors voting for or against the same, in *The Press Democrat*, a newspaper of general circulation published in the County of Sonoma, State of California. Pursuant to Government Code section 25124, a complete copy of Exhibit "A" to this ordinance is on file with the Clerk of the Board of Supervisors and is available for public inspection and copying during regular business hours in the office of the Clerk of the Board of Supervisors, 575 Administration Drive, Room100A, Santa Rosa.

In regular session of the Board of Supervisors of the County of Sonoma, introduced and passed on the 12th day of December, 2017, on regular roll call of the members of said Board by the following vote:

**SUPERVISORS:**

Gorin: Aye Rabbitt: Aye Gore: Aye Hopkins: Aye Zane: Aye

Ayes: 5 Noes: 0 Absent: 0 Abstain: 0

**WHEREUPON,** the Chair declared the above and foregoing Ordinance duly adopted and

**SO ORDERED.**

Chair, Board of Supervisors
County of Sonoma

ATTEST:
by:

Sheryl Bratton,
Clerk of the Board of Supervisors

# EXHIBIT A
# CHAPTER 40
# SONOMA COMPLEX FIRE DISASTER RECOVERY

## Article 02. – General.

### Sec. 40.02.010. – Title.

This chapter shall be known as the Sonoma Complex Fire Disaster Recovery Ordinance.

### Sec. 40.02.020. – Purpose.

This chapter is enacted for the purpose of modifying and/or temporarily suspending various county housing, permitting and health and safety codes and policies to allow the fastest possible transition of residents made homeless or displaced by the Sonoma Complex Fire to interim and long term shelter and to house people in safe, secure, habitable housing on a temporary basis.

### Sec. 40.02.030. – Administration.

This chapter shall be administered under the direction of the board of supervisors, by and through the director and other departments specified herein.

### Sec. 40.02.035. – Administrative standards.

The director may establish administrative standards for use in implementing this chapter. Any administrative standards established pursuant to this chapter shall be made available to the public on the Permit and Resource Management Department's website and upon request at the department.

### Sec. 40.02.040. – Effective Period.

A. The provisions in this chapter shall remain in effect until December 31, 2019, unless otherwise specified herein, subject to extension or modification by the board of supervisors. Unless extended or modified by the board of supervisors, this chapter shall expire on December 31, 2019, and be of no further force or effect.

B. Unless otherwise provided herein, no residential recreational vehicle use or interim housing authorized pursuant to this chapter shall be used for permanent housing after the expiration date of this ordinance.

## Article 3. – Glossary.

### Sec. 40.03.010. – Purpose.

This article provides definitions of terms and phrases used in this chapter that are technical or specialized, or that may not reflect common usage. If any of the definitions in this article

conflict with definitions in other provisions of this code, these definitions shall control for the purposes of this chapter. If a word is not defined in this article, or in other provisions of this code, the director shall determine the correct definition.

**Sec. 40.03.020. – Definitions.**

**CalOES.** The California Governor's Office of Emergency Services or successor agency.

**Director.** The director of the permit and resource management department of the county or his or her authorized representative.

**Displaced person(s).** A county resident or residents whose residential dwelling has been destroyed or damaged by the Sonoma Complex Fire, such that the resident(s) cannot occupy the dwelling. Displaced person(s) may be required to provide verification to the county to substantiate their eligibility for uses, permits and/or approvals described in this chapter. Evidence may consist of verification by Federal Emergency Management Agency (FEMA) registration or damage assessment, and/or a driver's license or other government-issued identification card or utility bill, etc. with a physical address showing the resident resided on a legal parcel impacted by the Sonoma Complex Fire, as determined by the county. Such determination may be made by the director or other county personnel.

**Effective Date.** The date of board adoption of this ordinance.

**FEMA.** The Federal Emergency Management Agency or successor agency.

**Fire-damaged lot.** A lot, as defined in Sec. 26-02-140 of this Code, that as of October 8, 2017 contained a legal permitted or legal non-conforming structure that was damaged or destroyed in the Sonoma Complex Fire.

**Manufactured home.** For purposes of this chapter only, "manufactured home" includes any type of temporary housing provided by or authorized for use by FEMA for housing related to recovery from the Sonoma Complex Fire, including but not limited to manufactured housing, park model homes and other similar types of temporary housing.

**Reconstruction.** Replacement of a conforming or legal non-conforming structure that was destroyed by the Sonoma Complex Fire on the same lot and with no change in use.

**Repair.** Repair of a structure damaged by the Sonoma Complex Fire with no change in use.

**Recreational vehicle.** A motor home, travel trailer, truck camper or camping trailer that is (1) self-contained and designed for human habitation for recreational or emergency occupancy; (2) self-propelled, truck-mounted, or permanently towable on California roadways; and (3) a California Department of Motor Vehicles licensed vehicle; or a similar vehicle or structure as determined by the director.

**Sonoma Complex Fire.** The series of fires that swept Sonoma County beginning on October 8, 2017, as referenced in board of supervisors resolution number 17-0389, adopted October 10, 2017, and which were the subject of the Proclamation of a State of Emergency by Governor Edmund J. Brown and the Major Disaster Proclamation for California issued by President Donald J. Trump.

**Article 4. – Residential Use of Recreational Vehicles and Manufactured Homes.**

**Sec. 40.04.010. – Residential Use of Recreational Vehicles.**

A. Initial use. For a period of 45 days from the Effective Date, residential use and occupancy of recreational vehicles on any residential lot in any zoning district outside of the area affected by the Sonoma Complex Fire shall be allowed without county approval, zoning or building permit, provided that such lots and/or vehicles have temporary septic holding capacity and/or portable toilets that are serviced through routine pumping services or use of dump stations.

B. Recreational vehicles for reconstruction or repair of damaged dwellings. The use of recreational vehicles in any residential zoning district outside of the coastal zone during the term of this ordinance shall be allowed, subject to county approval or permit as applicable, for use by persons displaced by the Sonoma Complex Fire, subject to the requirements in Sections 40.04.010.C and D.

C. Standards. Other than as provided in Section 40.04.010.A, all residential use of recreational vehicles shall meet the following standards.

1. The property owner or the property owner's authorized agent shall obtain a county temporary use approval or permit and all other required permits. Written consent of the property owner is required in all cases.

2. Residential use of recreational vehicles is limited to vehicles not on a permanent foundation and used to house displaced persons during the Effective Period set forth in Section 40.02.040.

3. Residential use of recreational vehicles shall be located outside the boundaries of any recorded easements.

4. The recreational vehicle shall be connected to an approved source of water meeting one of the following criteria:

   a. Public water supply;

   b. Existing well provided that it has been approved by the director as safe for domestic consumption; or

   c. Other water source approved by the director.

5. The recreational vehicle shall be connected to an approved sewage disposal system meeting one of the following criteria:

   a. Public sewer system;

   b. Existing on-site sewage disposal system that has been approved by the director to be intact, adequately sized, and functioning following the disaster;

   c. Temporary holding tank with a contract with a pumping company for regular pumping. A copy of the contract shall be provided to the director; or

   d. Other method of sewage disposal approved by the director.

6. The recreational vehicle shall be connected to an approved source of electricity meeting one of the following criteria:

   a. Permitted electrical service hook-up; or

   b. Other power source approved by the director.

7. Residential use of recreational vehicles under this ordinance shall not be allowed in an area with health and safety hazards as determined by the director.

8. Recreational vehicles for residential use on fire-affected sites shall meet the following additional standards:

   a. Residential use of recreational vehicles on fire-affected sites shall be permitted only on parcels on which a permitted or legally established residence was destroyed, or damaged and rendered uninhabitable as determined by the director as a result of the Sonoma Complex Fire. Proof that a destroyed or damaged residence was permitted or legally established shall be verified by the director based on prior final building permit or assessor's records, or other documentation satisfactory to the director.

   b. Except as provided herein, no county approval or permit for residential use of a recreational vehicle shall be issued until the site is approved for reconstruction by the county, CalOES or FEMA.

   c. Recreational vehicles may be located within Zoning Ordinance setback areas, other than riparian setbacks, such that placement of the recreational vehicle will allow for unobstructed reconstruction on the site.

9. Recreational vehicles for residential use on lots not affected by the Sonoma Complex Fire shall comply with all Zoning Ordinance and riparian setback requirements.

D. Removal and disconnection. Every recreational vehicle placed on any site for residential use as permitted by this Chapter shall be disconnected from sewer, septic, water and/or power connections and removed from the site on which it is located no later than the expiration date of this ordinance.

**Sec. 40.04.020. – Recreational Vehicles, Tent Camps and Campgrounds in K Zones.**

A. Permitted use. Notwithstanding any contrary provision of this code, during the term of this ordinance, recreational vehicles, tent camps and campgrounds shall be a permitted use in the K zone except within the coastal zone, subject to a zoning permit and administrative design review. The minimum requirements for sewage disposal, water connection and electrical connection set forth in Section 40.04.010.C shall be met.

B. Occupancy. Notwithstanding any contrary provision of this code, continuous occupancy of recreational vehicles, tent camps and campgrounds approved pursuant to this section shall be permitted 365 days per year provided that the occupants are displaced persons. Transient occupancy is not precluded for recreational vehicles, tent camps and campgrounds approved pursuant to this section, but all transient use shall remain subject to the payment and reporting of transient occupancy tax.

**Sec. 40.04.030. – Residential Use of Recreational Vehicles and Manufactured Homes for Temporary Emergency Housing in the PF, M1, M2 and MP Districts.**

A. Permitted uses. Notwithstanding any contrary provision of this code, multiple units or groups of manufactured homes and recreational vehicles as defined in this chapter shall be allowed for temporary emergency housing on privately owned property in the PF, M1, M2 and MP districts except within the coastal zone, subject to issuance of a zoning permit and administrative design review, provided that such uses meet or exceed the standards specified in section 40.04.010.C, meet all FEMA standards for such uses and are developed pursuant to a contract or agreement with FEMA or consist of housing units provided or approved by FEMA.

B. Occupancy by displaced persons. Use of manufactured homes or recreational vehicles allowed pursuant to this section shall be limited to displaced persons. During the term of this ordinance, notwithstanding any existing definition in county code, continuous occupancy shall be permitted 365 days per year for all manufactured homes or recreational vehicles allowed pursuant to this section. Transient or visitor serving occupancy is not permitted.

C. Removal requirements. Upon the expiration of this section the temporary use shall cease, and the operator and/or owner shall be required to remove all utility and other installations made to accommodate the use, to the satisfaction of the director. Permits

and other approvals issued pursuant to this section shall be conditioned to require compliance with this requirement. Execution of a covenant to perform removal tasks, satisfactory in form to the director and county counsel shall be required prior to issuance of a permit for the proposed use. A bond or undertaking sufficient to cover costs of removal may be required, in the discretion of the director.

**Sec. 40.04.040. – Expansion of Existing Mobile Home Parks.**

Existing mobile home parks authorized by use permit except within the coastal zone may expand within the existing permitted site to a maximum permitted residential density of one hundred thirty-five percent (135%) of the density established by the zoning map, subject to issuance of a zoning permit.

**Sec. 40.04.050. – Standards for Residential Use of Manufactured Homes and Recreational Vehicles.**

Governor Brown's Executive Order B-43-17 provides in part that, "[T]he Department of Housing and Community Development (HCD) and local enforcement agencies with designated disaster authority will jointly develop permitting, operating and construction standards to maintain reasonable health and safety standards for the disaster survivors, the residents and the surrounding communities in the impacted areas." Upon the adoption of such standards by HCD and the county, any use of manufactured homes or recreational vehicles as defined herein and allowed pursuant to this chapter shall be subject to such standards, unless different and equally protective FEMA standards apply, in which case the FEMA standards shall apply.

**Article 5 – Additional Housing And Recovery Provisions.**

**Sec. 40.05.010. – Suspension of Occupancy Limits on Seasonal Farmworker Housing.**

This code currently allows seasonal farmworker housing and extended seasonal farmworker housing in certain agricultural districts, to be occupied for not more than one hundred eighty (180) days in any calendar year and subject to regulation pursuant to Title 25 of the California Code of Regulations. Notwithstanding any contrary provision in this code, seasonal farmworker housing and extended seasonal farmworker housing may be occupied for up to 365 days in any calendar year, provided that such seasonal farmworker housing or extended seasonal farmworker housing shall remain subject to all other existing regulations and limitations, standards, except that the park and traffic mitigation fees described in County Code section 26-88-010(l)(13) shall not become due or payable as the result of interim housing use.

**Sec. 40.05.020. – Rental of Existing Guest Houses, Pool Houses and Residential Accessory Structures.**

Notwithstanding any contrary provision in this code, existing guest houses, pool houses, and residential accessory structures may be rented as interim housing for persons displaced by the Sonoma Complex Fire, but shall remain subject to all other existing regulations and limitations.

**Sec. 40.05.030. – Rental of Existing Promotional or Marketing Accommodations, Farmstays, Bed and Breakfast Inns, Resorts, Retreats, Camps or other similar uses.**

Notwithstanding any contrary provision in this code or use permit conditions, existing rental or residential occupancy of promotional or marketing accommodations, farmstays, bed and breakfast inns, resorts, retreats, camps or other similar visitor serving uses shall be allowed as interim housing for persons displaced by the Sonoma Complex Fire.

**Sec. 40.05.035. – Use and Rental of Certain Existing Dwellings and Recreational Vehicles on Agricultural Parcels.**

A. Existing dwellings. Notwithstanding any contrary provision in this code, or the contrary terms of any agricultural easement or land conservation contract made pursuant to this code, existing main or primary dwellings and farm family dwellings on agricultural parcels may be used by or rented to persons displaced by the Sonoma Complex Fire, provided that such use or rental does not displace agricultural employees or farm workers.

B. Recreational vehicles. Notwithstanding any contrary provision in this code, one or more recreational vehicles as defined herein may be placed on LIA, LEA and/or DA parcels outside of the coastal zone for use or rental by persons displaced by the Sonoma Complex Fire, subject to county permit or approval, and subject to the following standards.

1. All installations of recreational vehicles for residential use shall meet the standards for wastewater disposal, water and electrical power connections set forth in Section 40.04.010.C.

2. Additional capacity for disposal of wastewater may be achieved by placement of holding tank(s) on the parcel consistent with Section 40.04.010.C.

C. State regulations. Nothing in this ordinance removes or suspends regulatory requirements or authority of the State Department of Housing and Community Development to regulate residential use of recreational vehicles as special occupancy parks or otherwise, other than as such provisions are suspended or modified by State law and/or an Executive Order or emergency proclamation by the Governor.

**Sec. 40.05.040. – Fee Waivers for Accessory Dwelling Units.**

A. Purpose. The code currently requires payment of permit processing fees and development fees in connection with applications for new accessory dwelling units (ADUs). Notwithstanding any contrary provision in this code, for fire-affected parcels where the primary dwelling is reconstructed, new ADU applications shall be eligible for fee waivers in accordance with this section.

B. Internal conversions. When a reconstructed single-family dwelling that was previously connected to public sewer service is built to the originally permitted dimensions without

changing the footprint or square footage of the original dwelling, building permit processing fees shall be waived for an accessory dwelling unit (ADU) that is incorporated into the interior of the dwelling. No development fees are applicable. The ADU shall conform with all other applicable codes and standards, including Sec. 26-88-060, and shall be identified in the application submittal.

C. Detached ADUs. For any other new ADU that is constructed with a reconstructed single-family dwelling, fees shall be waived as follows, provided that the new ADU is consistent with zoning and meets applicable standards of Sec. 26-88-060 (accessory dwelling units):

1. Building and zoning permit fees.

2. Development fees:

a. New ADUs up to 750 square feet: development fees waived.

b. New ADUs between 751-1000 square feet: 50% of development fees waived.

**Sec. 40.05.050. – Safe Parking.**

A. Safe parking at designated county-owned facilities. Notwithstanding any contrary provision of Chapter 18 of this code, overnight parking shall be permitted at designated safe parking program sites on county-owned property, subject to the following basic requirements:

1. The site has been approved and designated by the Department of General Services as a "safe parking" site, subject to maximum capacity limitations and any other criteria deemed necessary or appropriate by General Services.

2. Overnight parking shall not be permitted except on designated sites that are actively managed and operated by a legal entity that has been approved by the Director of the Community Development Commission (CDC) and General Services as a safe parking program site manager. The safe parking program site manager shall ensure that its safe parking site provides the level of services and security commensurate with the overnight parking capacity of the safe parking site, as determined by CDC and General Services.

3. Registration is required for overnight parking at safe parking program sites. Registration shall not exceed the designated capacity of the site. Displaced persons shall have registration priority over other members of the public.

B. Safe parking programs on privately owned sites. A safe parking program may be operated on privately owned sites in any zoning district with the permission of the property owner, subject to approval by the Director of CDC and further subject to

compliance with any additional requirements that may be deemed reasonably necessary by the Director of CDC in consultation with County Counsel.

**Sec. 40.05.060. – Waiver of County Use Permit Requirement for Relocation of Damaged Child Care and Educational Facilities.**

Notwithstanding any contrary provision in this code, relocation of any day care center, child care facility, elementary school, junior high school, high school or institution of higher education housed in premises made uninhabitable by the Sonoma Complex Fire may be relocated to existing buildings in MP (Industrial Park), C1 (Commercial Neighborhood), CO (Administrative and Professional Office, PF (Public Facilities), or to any site within an existing religious facility, subject only to a zoning permit, and if required, a building permit for renovations. Nothing in this ordinance waives or affects any State law requirements applicable to such facilities.

**Sec. 40.05.070. – Legal Nonconforming Uses and Structures.**

A. Structures that exceed allowable density. Notwithstanding any contrary provision of this code, nonconforming residential structures that exceed allowable density may be rebuilt and reconstructed and expanded in floor area by 10% of the original floor area.

B. Structures damaged or destroyed by the Sonoma Complex Fire. Notwithstanding any contrary provision of this code, nonconforming residential structures damaged or destroyed by the Sonoma Complex Fire need not be rebuilt on the original foundation footprint. Structures that conform to allowable density may be rebuilt and expanded subject to lot coverage and setback requirements and to all other applicable requirements of the code, provided that the improvements do not increase the existing nonconforming portion of the structure.

**Article 6. – Reconstruction and Repair of Fire-Damaged Structures.**

**Sec. 40.06.010. – Design Review.**

A. Scenic Landscape Units.

1. Design standards. The director shall establish ministerial design standards for review of applications for reconstruction and repair of residential structures.
2. Reconstruction and repair of residential structures. Notwithstanding any contrary provisions of this code, applications for reconstruction and repair of residential structures on fire-damaged lots located in an SR combining district and also within a scenic landscape unit as shown in the general plan open space element shall be subject to review and approval by the director. Applications that conform to the design standards established under section 40.06.010.A shall be approved. The director's decision shall be final and the provisions of section 26-92-040(a)-(b) of this code shall not apply. Applications that do not comply with the design standards established under section 40.06.010.A shall be subject to administrative design review under Chapter 26 of this code.

B. Commercial and industrial structures. Notwithstanding any contrary provisions of this code, applications for reconstruction and repair of commercial and industrial structures on fire-damaged lots may, in the discretion of the director, be subject to administrative design review pursuant to Chapter 26 of this code. If the director determines that administrative design review is not appropriate or otherwise not applicable, the application for reconstruction or repair shall be subject to design review under Chapter 26 of this code.

**Sec. 40.06.020. – Residential Use of Manufactured Homes.**

Manufactured homes may be used for temporary residential use on fire-damaged lots by displaced persons where an application and site plan for reconstruction of the primary residential structure has been submitted to PRMD and the use complies with the standards set forth in Sections 40.04.010.C, except that the manufactured home may be placed on a pad or foundation. Upon completion of the permanent residential structure, and as a condition of receiving final inspection and approval for occupancy of the permanent residential structure, the manufactured home and any installed pad or foundation shall be removed. For purposes of this section only, the definition of manufactured home in section 26.02.040 of this code shall apply.

**Sec. 40.06.030. – Groundwater Availability.**

Notwithstanding any contrary provision in this code, compliance with sec. 7-12 of this code shall not be required in connection with an application for reconstruction or repair of a residential dwelling unit on a fire-damaged lot, as defined in this chapter.

**Article 7. – Extensions of Tentative Maps and Other Specified Land Use Approvals**

**Sec. 40-07-010. –Tentative Maps and Other Entitlements.**

A. Tentative maps. Notwithstanding any contrary provision of this Code, tentative maps for parcels outside the coastal zone that were approved or conditionally approved on or after December 12, 2015 and have not already been granted an extension of time are hereby extended by one year, to expire 36 months after the date of approval or conditional approval. As used in this article, the term "tentative map" refers to tentative maps, tentative parcel maps, and vesting tentative maps.

B. Concurrent land use approvals. Notwithstanding any contrary provision of this code, for tentative maps extended pursuant to Sec. 40-07-010(A) above, any separate discretionary land use approval that was granted in conjunFction with the tentative map approval is hereby extended consistent with the extended tentative map.

C. Lot line adjustments. Notwithstanding any contrary provision of this code, for parcels outside the coastal zone a lot line adjustment approval that is valid and not expired as of the effective date of this section is hereby extended one year beyond its current date of expiration.

D. Other approvals. Any use permit, zoning permit, variance, or design review approval granted under Chapter 26 of this code that is valid and not expired as of the effective date of this section is hereby extended for one year beyond its current date of expiration.

**ORDINANCE NO. 2018-007**

**AN EMERGENCY ORDINANCE OF THE COUNCIL OF THE CITY OF SAN BUENAVENTURA, CALIFORNIA, ESTABLISHING THE THOMAS FIRE REBUILD OVERLAY ZONE**

**Case No. OA-2-18- 43813**

The Council of the City of San Buenaventura does ordain as follows:

**Section 1. Title.** This ordinance shall be known as the Thomas Fire Rebuild Overlay Zone ("TF Overlay").

**Section 2. Findings.** The City Council finds that this Ordinance is necessary for the immediate preservation of the public peace, welfare, and health and safety based upon the following facts:

A. Conditions of extreme peril to the safety of persons and property within the City of San Buenaventura were caused by fast-moving and widespread fires, referred to as the Thomas Fire, commencing on or about 10:00 pm on the fourth day of December 2017, at which time the City Council of the City of San Buenaventura was not in session.

B. California Government Code section 8630 and San Buenaventura Municipal Code section 2.370.050 empower the City Manager to proclaim the existence of a local emergency when the City is affected or likely to be affected by a public calamity, subject to ratification by the City Council within seven days thereafter.

C. On December 4, 2017, the City Manager of the City of San Buenaventura proclaimed the existence of a local emergency within the City of San Buenaventura.

D. On December 5, 2017, the Governor of the State of California proclaimed a State of Emergency in Ventura County and ordered that the Office of Emergency Services provide local government assistance to Ventura County and that the California National Guard be mobilized to support disaster response and relief efforts.

E. On December 5, 2017, the State of California submitted a request to the U.S. Department of Homeland Security's Federal Emergency Management Agency (FEMA) for a Fire Management Assistance Declaration for the Thomas Fire. The state's request was approved on December 5, 2017, at 5:05 am EST, and was designated as FEMA-5224-FM-CA.

F. On December 7, 2017, the City Council adopted Ordinance No. 2017-019, suspending automatic approval deadlines for all land use, subdivision and zoning applications.

G. On December 11, 2017, the City Council adopted Resolution No. 2017-055 ratifying the City Manager's proclamation of the existence of a local emergency within the City of San Buenaventura.

H. On December 11, 2017, the City Council adopted Resolution No. 2017-056 ratifying the proclamation of the Public Health Officer for the County of Ventura's declaration of a local public health emergency within the City of San Buenaventura.

I. On December 18, 2017, the City Council adopted Resolution No. 2017-057 re-confirming the City Manager's proclamation of the existence of a local emergency within the City of San Buenaventura and re-confirming the proclamation of the Public Health Officer for the County of Ventura's declaration of a local public health emergency.

J. On January 2, 2018, the President of the United States of America declared the existence of a major disaster in the State of California and ordered Federal aid to supplement state and local recovery efforts in the areas affected by wildfires, including the Thomas Fire, beginning on December 4, 2017, and continuing.

K. On January 8, 2018, the City Council adopted Resolution No. 2018-001 re-confirming the City Manager's proclamation of the existence of a local emergency within the City of San Buenaventura and re-confirming the proclamation of the Public Health Officer for the County of Ventura's declaration of a local public health emergency.

L. On January 8, 2018, the City Council adopted Ordinance No. 2018-002 establishing local standards and procedures for cleanup of debris generated by the Thomas Fire, and authorizing abatement of public nuisances following issuance of an inspection and abatement warrant.

M. On January 22, 2018, the City Council adopted Resolution No. 2018-002 re-confirming the City Manager's proclamation of the existence of a local emergency within the City of San Buenaventura and re-confirming the proclamation of the Public Health Officer for the County of Ventura's declaration of a local public health emergency.

N. On February 12, 2018, the City Council adopted Resolution No. 2018-005 Re-Confirming the Continuing Existence of a Local Emergency and a Local Public Health Emergency.

O. The Thomas Fire consumed 281,893 acres and has led to the damaging and/or destruction of 1,063 residences in the County of Ventura and County of Santa Barbara, of those 644 are located within the City of San Buenaventura.

P. The City of San Buenaventura is experiencing a housing crisis. Even prior to the Thomas Fire, there existed throughout the City a severe lack of rental housing that is affordable to lower and moderate income residents.

Q. The County of Ventura apartment rental market continues to be plagued by exceptionally low vacancy rates under 3 percent, significantly contributing to record high rents.

R. The housing units destroyed by the Thomas Fire increased this rental housing shortage by several orders of magnitude and also severely reduced the number of owner-occupied housing units in the City.

S. Destruction of housing units in nearby Ojai and Santa Barbara County further exacerbates the ability of persons who live and work in the City of San Buenaventura and have been displaced by the Thomas Fire to relocate to other housing.

T. The standards within this Ordinance are intended to facilitate expedited redesign, repair, and replacement of structures within the proposed Thomas Fire Rebuild Overlay Zone that were damaged or demolished by the Thomas Fire.

U. Construction or reconstruction of no more than one residential dwelling unit and incidental uses or structures related thereto are not subject to the Hillsides Voter Participation Area Measure.

V. Pursuant to Government Code Sections 65803 and 65860(d), the City is exempt from various provisions of the state Planning and Zoning Law absent City Charter provisions to indicate otherwise.

W. Government Code Section 65852.25 provides that no local agency may enact or enforce any regulation that would prohibit the reconstruction, restoration, or rebuilding of a multifamily dwelling that is involuntarily damaged or destroyed by fire and not located in an

industrial zone, absent certain determinations made by the local agency.

X. It is essential that this Ordinance become immediately effective in order to mitigate the current housing crisis aggravated by the Thomas Fire.

**Section 3. Purpose.** Given the large scale devastation created by the Thomas Fire, these provisions are intended to facilitate the reconstruction of impacted neighborhoods to allow for the fastest possible transition of homeless and displaced residents to long term shelter.

**Section 4. - Applicability.** The TF Overlay shall apply to Qualifying Fire Damaged Structures within the Ventura City limits that were impacted by the Thomas Fire, as illustrated in Exhibit "A", and the standards herein shall only apply to those structures that are being reconstructed or repaired pursuant to damage caused by the fire. The TF Overlay shall regulate in addition to or in replacement of provisions of the underlying primary zoning district. Where a conflict exists between the two, this Ordinance shall take precedence unless otherwise stated herein.

**Section 5. – Term of this Ordinance.** This emergency ordinance is adopted pursuant to San Buenaventura City Charter Section 706 and shall take effect immediately upon its approval by at least a four-fifths vote of the City Council, except if less than all seven members are present, a unanimous vote shall be required. This Ordinance shall remain in effect until December 4, 2022, unless otherwise modified or extended by the City Council. All building permits subject to the standards within this Ordinance must be issued by December 4, 2022, with the expectation that construction and repairs be diligently pursued. Any planning or building permit application filed on or after December 5, 2022 shall be subject to the zoning regulations of the underlying zone without exception, with all deviations therefrom requiring a use permit, variance, or other authorization following standard land use procedures dictated by the Municipal Code and City rules and policies.

**Section 6. – Definitions.** The words and phrases included in this Ordinance shall employ the definitions found in the Chapters for the underlying zone; any term not defined therein or within this Ordinance shall have the meaning specified in Chapter 24.110 ("Definitions"). For purposes of this Ordinance, the following definitions shall apply:

*Date of Declaration of Local Emergency* means December 4, 2017.

*Expedited Review* means the Building and Safety Division performance objective to complete the first plan check review and corrections to a building permit application within fourteen (14) business days.

*Footprint* means the area of building where it meets the ground, exclusive of courtyards.

*Lidar* means digital elevation point data captured by means of laser pulses to create 3D images used to derive contour maps.

*Orientation* means the position of a building on a site.

*Permitted* means a final building permit for any structure and additions issued by the City of San Buenaventura or the County of Ventura prior to or on the Date of Declaration of Local Emergency.

*Qualifying Fire Damaged Structure* means any structure damaged by the Thomas Fire that is classified by the Cal Fire Office of the State Fire Marshal in the Thomas Incident Damage Inspection Report as Moderate damage (26% to 50% loss), Major damage (51% to 75% loss) or Destroyed (76% to 100% loss).

*Ridgeline* means – A horizontal line of intersection at the top between two sloping planes of a roof.

**Section 7. – Reconstruction and Repair of Fire-Damaged Structures.** Reconstruction and repair of Qualifying Fire Damaged Structures within the TF Overlay shall be consistent with all current zoning regulations and General Plan land use designations unless otherwise stated within this Ordinance. Moreover, all reconstruction and repair shall meet current State and local building and fire code standards.

A. Reconstruction of Conforming Structures.

1. Building permit applications for residential and non-residential structures within the TF Overlay that are reconstructed or repaired to conform to all code requirements of the underlying zone or as Permitted shall receive Expedited Review.

2. Building permit applications for residential and non-residential structures that vary from the Permitted footprint, height or ridgeline orientation, but which otherwise conform to the underlying zone standards, shall receive Expedited Review.

3. Building permit applications for residential and nonresidential structures that vary from the Permitted footprint, height, or ridgeline orientation and do not conform to the underlying zone standards, once any necessary Planning permit is approved, will receive Expedited Review.

B. Reconstruction of Legal Nonconforming Structures and Accessory Structures. Nonconforming or accessory Qualifying Fire Damaged Structures within the TF Overlay that were legally established as of the Date of Declaration of Local Emergency may receive Expedited Review if they are reconstructed or repaired like-for-like, as defined in Section 24.110.990, and the footprint, ridgeline orientation, and use remain unchanged. Under no circumstances may the nonconformity be increased absent a variance.

1. Nonconforming Setback Limited Flexibility Provision. Legal nonconforming structures are allowed to reconstruct with up to 10% increase of the preexisting structure's total square footage, applied to the building footprint only, in a manner that maintains but does not increase any nonconformity.

2. Nonconforming Lot Coverage Limited Flexibility Provision. Properties which exceeded the lot coverage requirement of the underlining zone are allowed to retain the nonconformity of lot coverage in any reconstruction footprint of the primary residence and/or accessory structures.

3. Determining Preexisting Lot Coverage. The Community Development Director will consider, but shall not be limited to, the following information, individually or collectively, to verify the preexisting square footage of all destroyed or damaged structures: building permit records, Lidar, County assessor records, as-built plans and aerial photos. The determination by the Director shall be final.

C. Corner Lot and Main Entrance. Reconstruction of a structure on a corner lot shall maintain the preexisting main entrance orientation and relationship to front lot line pursuant to Section 24.110.1110 which will retain the residential pattern of the preexisting neighborhood.

**Section 8**. - Continuance of Nonconforming Uses. Legal nonconforming uses of Qualifying Fire Damaged Structures within the TF Overlay may be re-occupied with the same use.

A. Enlargement or expansion of any legal nonconforming use is not allowed.

B. If re-occupancy does not commence within six (6) months of the issuance of a certificate of occupancy, the legal nonconforming status shall terminate and the property shall thereafter be subject to all current City Codes.

**Section 9**. - Accessory Dwelling Units ("ADU," formerly referred to as a 2nd unit). Any legal Accessory Dwelling Unit destroyed or damaged by the Thomas Fire may be reconstructed or repaired pursuant to the nonconformity provisions of this Ordinance. Construction of a new ADU, concurrent with the reconstruction of a destroyed or damaged primary residence, must conform to the City's ADU regulations, found in Municipal Code Chapter 24.430. The building permit application shall include both the ADU and the primary residence for zoning clearance and plan check.

**Section 10**. - Residential Planned Development Zoning Districts and Planned Development Permits. Properties within the TF Overlay that have a base zoning district of Residential Planned Development or a prior Planned Development permit approved on the subject property shall comply with the Municipal Code development standards of said district or prior permit approval.

**Section 11**. - Variances. Properties within the TF Overlay that had a variance approved for the subject property prior to the date this Ordinance goes into effect may rebuild the relevant structure according to the development standards granted by the variance. Except for the allowances provided in Section 7.B.(1) and (2), Nonconforming Limited Flexibility Provisions, a request to rebuild to exceed the standard granted under the variance will require the processing of a discretionary Variance application pursuant to the requirements of Chapter 24.535, subject to all findings made by the decision-maker.

**Section 12**. - Hillside Regulations. Reconstruction and repair of all destroyed or damaged structures in the TF Overlay shall be subject to the following provisions:

A. Ventura Hillside Voter Participation Measure Inapplicable. The Ventura Hillside Voter Participation Measure, approved by voters on November 13, 2001, does not apply to the reconstruction of a residential dwelling unit and incidental uses or structures related thereto.

B. Determining Preexisting Height. The Community Development Director will consider, but shall not be limited to, the following information, individually or collectively, to verify the preexisting height of all destroyed or damaged structures: building permit records, Lidar, County assessor records, as-built plans and site photos. The determination by the Director shall be final.

C. Exceeding Hillside Regulations. Rebuilding with a height increase will require the processing of an Administrative Variance application pursuant to the requirements of Municipal Code Chapter 24.535.

**Section 13**. - Design Review. In order to facilitate expeditious reconstruction of structures damaged or destroyed by the Thomas Fire within the TF Overlay, the Design Review regulations shall be as follows:

A. R-1 Single family residential, R-2 Two Family Residential, and Accessory Dwelling Units. Reconstruction of these categories are exempt from Design Review pursuant to Municipal Code Section 24.545.040.

B. R-3 Multifamily Residential (3 or more units). If reconstruction is like for like, as defined in Section 24.110.990, no Design Review shall be required. Design Review will be required where reconstruction is expanded in size, changed in building height or ridgeline orientation, architecture style or structural design, increased in unit number, and where a variance or other land use approval is sought. After no more than two public hearings, the Design Review Committee shall make a recommendation to the Community Development Director. After public notice is provided pursuant to Municipal Code Chapter 24.560, the Director or his designee shall consider the DRC recommendation and any public comment, and will render a decision.

**Section 14**. - Final Map Requirements. Nothing in this Ordinance shall exempt any new development or rebuilding from the provisions of the Subdivision Regulations, Division 26 of the Municipal Code.

**Section 15**. - Land Use, Zoning or Related Code Provisions Not Addressed. Pursuant to Municipal Code Section 24.500.040, the Community Development Director shall have the authority to make determinations regarding the applicability of any land use, zoning or related code provision of the Zoning Regulations, Division 24, not addressed in the TF Overlay.

**Section 16**. - Fees. The following fees shall be applicable to the reconstruction and repair of structures destroyed or damaged by the Thomas Fire within the TF Overlay:

A. Building Permit, Fire, and Land Development fees shall be as reflected on the current Fee Schedule.

B. Planning Permit Fees. Reconstruction of all structures that do not comply with the provisions of the TF Overlay or the underlying primary zone district, and therefore require discretionary permit approval, shall be subject to the fees adopted on the Planning Division Fee Schedule.

C. Development Impact Fees. No development impact fees will be required to rebuild any legally permitted Qualifying Fire Damaged Structure in the TF Overlay.

**Section 17**. - CEQA Findings.

Adoption of this Ordinance is exempt from the provisions of the California Environmental Quality Act ("CEQA") pursuant to Public Resources Code

Section 21080(b)(3) regarding repair, restoration, demolition, or replacement of property or facilities damaged or destroyed as a result of a disaster in an area for which a state of emergency has been proclaimed by the Governor and Section 21080(b)(4) regarding actions to mitigate or prevent an emergency, and CEQA Guidelines Section 15269(a) relating to projects to maintain, repair, restore, demolish, or replace property or facilities damaged or destroyed as a result of disaster in a disaster stricken area in which a state of emergency has been proclaimed by the Governor of California pursuant to the California Emergency Services Act, commencing with Section 8550 of the Government Code, and Section 15269(c) regarding specific actions necessary to prevent or mitigate an emergency.

**Section 18**. - Severability.

If any section, subsection, sentence, clause, or phrase of this ordinance is for any reason held to be invalid or unconstitutional by a court of competent jurisdiction, such decision will not affect the validity of the remaining portions of this ordinance. The City Council declares that it would have passed this ordinance and each and every section, subsection, sentence, clause, or phrase not declared invalid or unconstitutional without regard to whether any portion of the ordinance would be subsequently declared invalid or unconstitutional.

PASSED and ADOPTED this 26th day of February 2018.

Neal Andrews, Mayor

ATTEST:

ANTOINETTE M. MANN, MMC, CRM
CITY CLERK

APPROVED AS TO FORM
Gregory G. Diaz, City Attorney

By: 2-27-18
Jennifer Lee
Assistant City Attorney

Exhibit A: Thomas Fire Rebuild Overlay Zone

A18-00049

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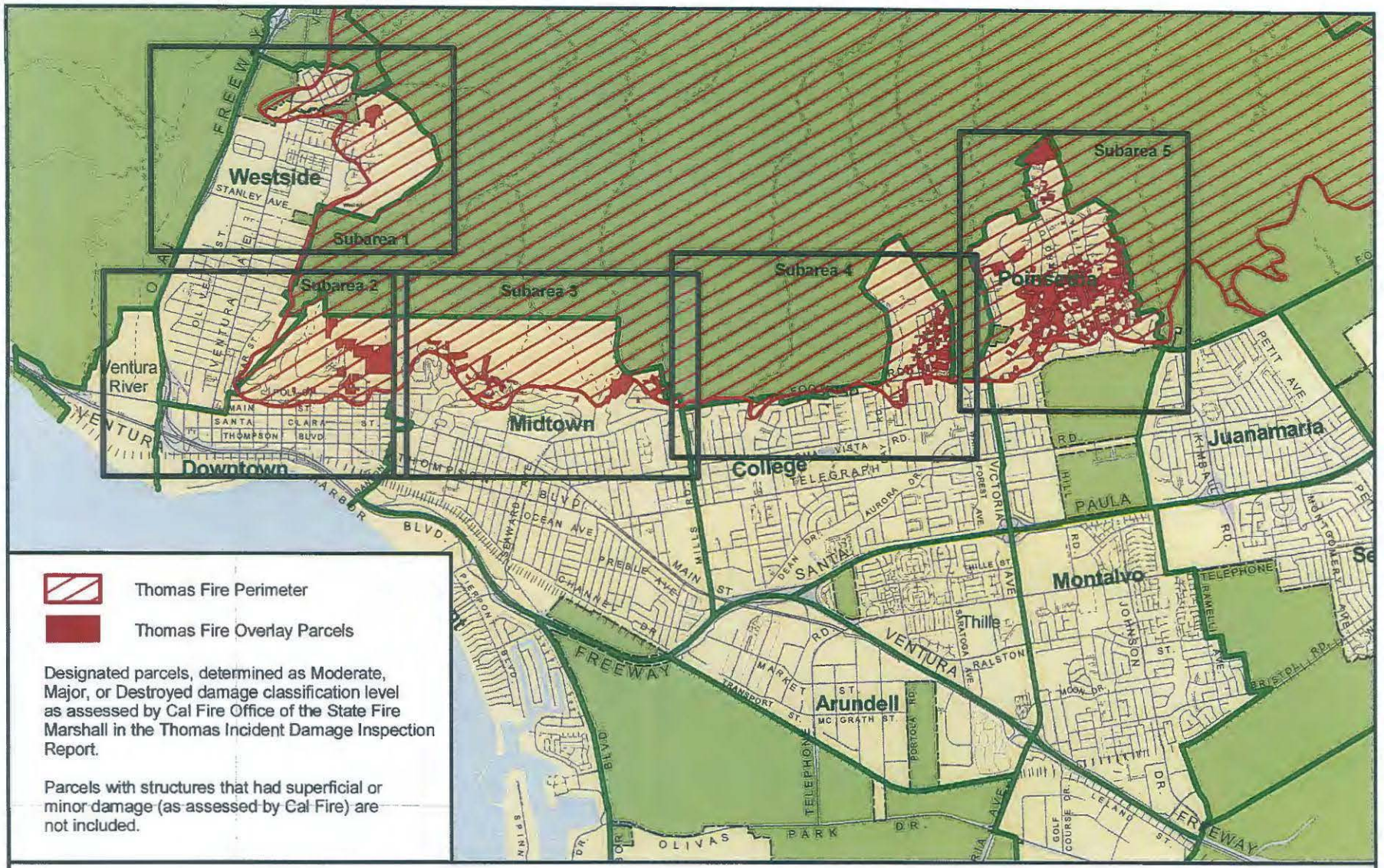


Subarea Map Nos. 1-5 remain on file with the Community Development Director and may only be viewed by impacted property owner or by their authorized representative.

# Thomas Fire Rebuild (TF) Overlay

**PROJ-12143; OA-2-18-43813 EXHIBIT "A"**

| 20 FEB 2018 | This map is a product of the City of San Buenaventura, California. Although reasonable efforts have been made to ensure the accuracy of this map, the City of San Buenaventura cannot guarantee its accuracy. | 1" = 4500' |
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CERTIFICATION

STATE OF CALIFORNIA )
COUNTY OF VENTURA ) SS.
CITY OF SAN BUENAVENTURA )

I, ANTOINETTE M. MANN, City Clerk of the City of San Buenaventura, DO HEREBY CERTIFY that the foregoing is a full, true, and correct copy of Emergency Ordinance No. 2018-007 that was introduced and adopted by said City Council at a regular meeting held February 26, 2018, by the following vote:

AYES: Councilmembers Nasarenko, Weir, Tracy, Heitmann, Deputy Mayor LaVere and Mayor Andrews

NOES: None

ABSENT: Councilmember Monahan

I further certify that said Ordinance No. 2018-007 was published as required by law in the VENTURA COUNTY STAR, a newspaper of general circulation printed and published in said City.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of San Buenaventura, California.

Antoinette M. Mann

Antoinette M. Mann, MMC, CRM
City Clerk
City of San Buenaventura, California

February 28, 2018
Date Attested

CITY OF SAN BUENAVENTURA
1866
EUREKA
1905
CALIFORNIA

**ORDINANCE NO. 2018-010**

**AN EMERGENCY ORDINANCE OF THE COUNCIL OF THE CITY OF SAN BUENAVENTURA, CALIFORNIA, AMENDING AND RESTATING THE THOMAS FIRE REBUILD OVERLAY ZONE**

**Case No. OA-2-18- 44451**

The Council of the City of San Buenaventura does ordain as follows:

**Section 1. Findings.** On February 26, 2018, the City Council established the Thomas Fire Rebuild Overlay Zone (TF Overlay), Ordinance No. 2018-007, for the immediate preservation of the public peace, welfare, and health and safety based upon the following facts:

A. Conditions of extreme peril to the safety of persons and property within the City of San Buenaventura were caused by fast-moving and widespread fires, referred to as the Thomas Fire, commencing on or about 10:00 pm on the fourth day of December 2017, at which time the City Council of the City of San Buenaventura was not in session.

B. California Government Code section 8630 and San Buenaventura Municipal Code section 2.370.050 empower the City Manager to proclaim the existence of a local emergency when the City is affected or likely to be affected by a public calamity, subject to ratification by the City Council within seven days thereafter.

C. On December 4, 2017, the City Manager of the City of San Buenaventura proclaimed the existence of a local emergency within the City of San Buenaventura.

D. On December 5, 2017, the Governor of the State of California proclaimed a State of Emergency in Ventura County and ordered that the Office of Emergency Services provide local government assistance to Ventura County and that the California National Guard be mobilized to support disaster response and relief efforts.

E. On December 5, 2017, the State of California submitted a request to the U.S. Department of Homeland Security's Federal Emergency Management Agency (FEMA) for a Fire Management Assistance Declaration for the Thomas Fire. The state's request was approved on December 5, 2017, at 5:05 am EST, and was designated as FEMA-5224-FM-CA.

F. On December 7, 2017, the City Council adopted Ordinance No. 2017-019, suspending automatic approval deadlines for all land use, subdivision and zoning applications.

G. On December 11, 2017, the City Council adopted Resolution No. 2017-055 ratifying the City Manager's proclamation of the existence of a local emergency within the City of San Buenaventura.

H. On December 11, 2017, the City Council adopted Resolution No. 2017-056 ratifying the proclamation of the Public Health Officer for the County of Ventura's declaration of a local public health emergency within the City of San Buenaventura.

I. On December 18, 2017, the City Council adopted Resolution No. 2017-057 re-confirming the City Manager's proclamation of the existence of a local emergency within the City of San Buenaventura and re-confirming the proclamation of the Public Health Officer for the County of Ventura's declaration of a local public health emergency.

J. On January 2, 2018, the President of the United States of America declared the existence of a major disaster in the State of California and ordered Federal aid to supplement state and local recovery efforts in the areas affected by wildfires, including the Thomas Fire, beginning on December 4, 2017, and continuing.

K. On January 8, 2018, the City Council adopted Resolution No. 2018-001 re-confirming the City Manager's proclamation of the existence of a local emergency within the City of San Buenaventura and re-confirming the proclamation of the Public Health Officer for the County of Ventura's declaration of a local public health emergency.

L. On January 8, 2018, the City Council adopted Ordinance No. 2018-002 establishing local standards and procedures for cleanup of debris generated by the Thomas Fire, and authorizing abatement of public nuisances following issuance of an inspection and abatement warrant.

M. On January 22, 2018, the City Council adopted Resolution No. 2018-002 re-confirming the City Manager's proclamation of the existence of a local emergency within the City of San Buenaventura and re-confirming the proclamation of the Public Health Officer for the County of Ventura's declaration of a local public health emergency.

N. On February 12, 2018, the City Council adopted Resolution No. 2018-005 Re-Confirming the Continuing Existence of a Local Emergency and a Local Public Health Emergency.

O. On February 26, 2018, the City Council adopted Resolution No. 2018-006 Re-Confirming the Continuing Existence of a Local Emergency and a Local Public Health Emergency.

P. On March 19, 2018, the City Council adopted Resolution No. 2018-008 Re-Confirming the Continuing Existence of a Local Emergency and a Local Public Health Emergency.

Q. On April 9, 2018, the City Council adopted Resolution No. 2018-008 Re-Confirming the Continuing Existence of a Local Emergency and a Local Public Health Emergency.

R. The Thomas Fire consumed 281,893 acres and has led to the damaging and/or destruction of 1,063 residences in the County of Ventura and County of Santa Barbara, of those 644 are located within the City of San Buenaventura.

S. The City of San Buenaventura is experiencing a housing crisis. Even prior to the Thomas Fire, there existed throughout the City a severe lack of rental housing that is affordable to lower and moderate-income residents.

T. The County of Ventura apartment rental market continues to be plagued by exceptionally low vacancy rates under 3 percent, significantly contributing to record high rents.

U. The housing units destroyed by the Thomas Fire increased this rental housing shortage by several orders of magnitude and severely reduced the number of owner-occupied housing units in the City.

V. Destruction of housing units in nearby Ojai and Santa Barbara County further exacerbates the ability of persons who live and work in the City of San Buenaventura and have been displaced by the Thomas Fire to relocate to other housing.

W. The standards within this Ordinance are intended to facilitate expedited redesign, repair, and replacement of structures within the proposed Thomas Fire Rebuild Overlay Zone that were damaged or demolished by the Thomas Fire.

X. Construction or reconstruction of no more than one residential dwelling unit and incidental uses or structures related thereto are not subject to the Hillsides Voter Participation Area Measure.

Y. Pursuant to Government Code Sections 65803 and 65860(d), the City is exempt from various provisions of the state Planning and Zoning Law absent City Charter provisions to indicate otherwise.

Z. Government Code Section 65852.25 provides that no local agency may enact or enforce any regulation that would prohibit the reconstruction, restoration, or rebuilding of a multifamily dwelling that is involuntarily damaged or destroyed by fire and not located in an industrial zone, absent certain determinations made by the local agency.

AA. On February 26, 2018 during the consideration and adoption of the Thomas Fire Rebuild Overlay Zone, the City Council heard concerns from homeowners and city staff about the Hillside height regulations being too restrictive for rebuilding proposals to reconstruct for most homes with modern floor plans, ceiling plate heights, and the architectural style desires of homeowners choosing to rebuild. The City Council directed the Community Development Director to create new height flexibility regulations for single-story and two-story homes, and create a permit process for streamlined approvals in the Thomas Fire Rebuild Overlay Zone.

BB. During the month of March 2018, the Thomas Fire Rebuild Office in the Community Development Department held over 60 rebuild appointments with homeowners and their architects present. The Community Development Director used the rebuild proposals presented during the rebuild appointments to help identify what kind of zoning flexibility would be most beneficial and least impactful to surrounding homes, which informed the proposed amendments to the Thomas Fire Rebuild Overlay Zone regulations.

CC. It is essential that this Ordinance become immediately effective in order to mitigate the current housing crisis aggravated by the Thomas Fire.

**Section 2. Purpose.** Given the large-scale devastation created by the Thomas Fire, these provisions are intended to facilitate the reconstruction of impacted neighborhoods to allow for the fastest possible transition of homeless and displaced residents to long term shelter.

**Section 3. - Applicability.** The TF Overlay shall apply to Qualifying Fire Damaged Structures within the Ventura City limits that were impacted by the Thomas Fire, as illustrated in Exhibit "A", and the standards herein shall only apply to those structures that are being reconstructed or repaired pursuant to damage caused by the fire. The TF Overlay shall regulate in addition to or in replacement of provisions of the underlying primary zoning district. Where a conflict exists between the two, this Ordinance shall take precedence unless otherwise stated herein.

**Section 4. – Term of this Ordinance.** This emergency ordinance is adopted pursuant to San Buenaventura City Charter Section 706 and shall take effect immediately upon its approval by at least a four-fifths vote of the City Council, except if less than all seven members are present, a unanimous vote shall be required. This Ordinance shall remain in effect until December 4, 2022, unless otherwise modified or extended by the City Council. All building permits subject to the standards within this Ordinance must be issued by December 4, 2022, with the expectation that construction and repairs be diligently pursued. Any planning or building permit application filed on or after December 5, 2022 shall be subject to the zoning regulations of the underlying zone then in effect without exception, with all deviations therefrom requiring a use permit, variance, or other authorization following standard land use procedures dictated by the Municipal Code and City rules and policies. If this Ordinance is invalidated or its effectiveness stayed for any reason, Ordinance No. 2018-007 shall become operative again for the term set forth therein or until such time as this Ordinance is again determined to be valid or effective.

**Section 5. – Definitions.** The words and phrases included in this Ordinance shall employ the definitions found in the Chapters for the underlying zone; any term not defined therein or within this Ordinance shall have the meaning specified in Chapter 24.110 ("Definitions"). For purposes of this Ordinance, the following definitions shall apply:

*Abutting Primary Residential Structure* means the existing primary residence or preexisting destroyed primary residence located on an adjacent lot of record.

*Adjacent Property of Record* means adjacent properties located within 100 feet of the subject property, including any properties separated by a street or access easement, as measured from all subject property lines.

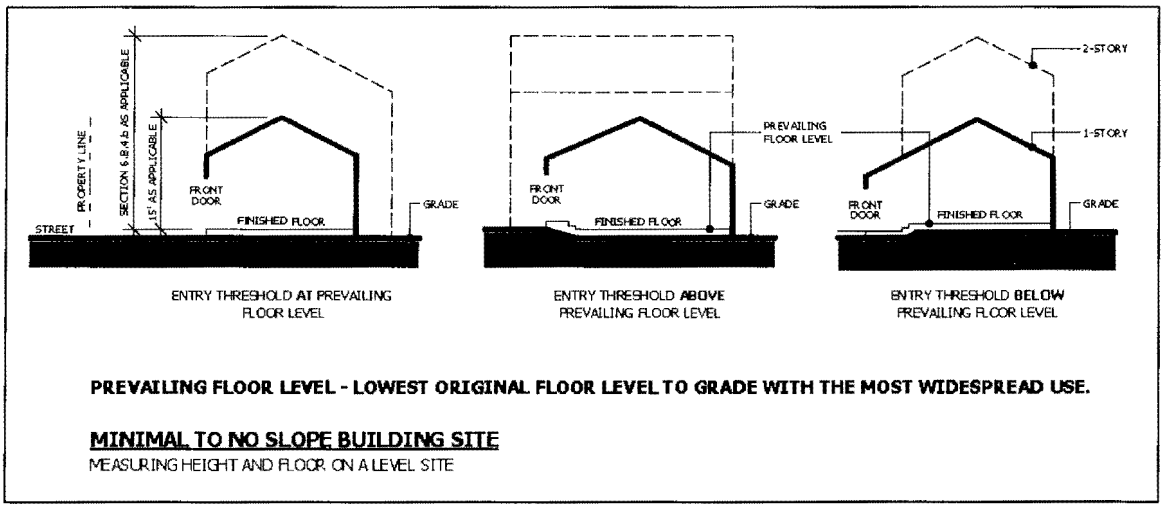
*Date of Declaration of Local Emergency* means December 4, 2017.

*Expedited Review* means the Building and Safety Division performance objective to complete the first plan check review and corrections to a building permit application within fourteen (14) business days.

*Finished Floor means:*

*Pad - for homes reconstructed on a preexisting level site, the finished floor is the prevailing floor level served by the prior main entrance to the residence.*

*Sloping Lot – for homes reconstructed on a sloping lot, the finished floor shall be established in conformance with the sloping lot diagrams in Section 7.D.1.*




*Footprint* means the area of building where it meets the ground, exclusive of courtyards.

*Lidar* means digital elevation point data captured by means of laser pulses to create 3D images used to derive contour maps.

*Orientation* means the position of a building on a site.

*Permitted* means a final building permit for any structure and additions issued by the City of San Buenaventura or the County of Ventura prior to or on the Date of Declaration of Local Emergency.

*Protectable Private View* means a far and distant view of ocean waters, the Channel Islands or coastline as viewed from the viewing area of the primary residence; but not the views within the city of urban areas, hillsides, agricultural lands or views of any lands located outside the city in the unincorporated county.

*Qualifying Fire Damaged Structure* means any structure damaged by the Thomas Fire that is classified by the Cal Fire Office of the State Fire Marshal in the Thomas Incident Damage Inspection Report as Moderate damage (26% to 50% loss), Major damage (51% to 75% loss) or Destroyed (76% to 100% loss).

*Ridgeline* means a horizontal peak at the top of one or more sloping planes of a roof.

*Structure Mass* means the three-dimensional space defined from tallest height, greatest width and greatest length measured at the structure's exterior.

*Thomas Fire Recovery Statement* means the vision statement adopted by the City Council on January 22, 2018 which states: "The City strives to quickly rebuild our communities to be more sustainable, more fire resistant, and consistent with current building materials and designs. We will work together to build communities, seeking to ensure new homes respect neighbors and a wider community identity. We will balance the needs for individual home styles and preferences with this desire to create and enhance our existing community images. The City will ensure the communities rebuilding continue to be served with adequate infrastructure."

*Viewing Area* means the portion of the structure that constitutes the primary living area of the house, which is the living room, family room, dining room, kitchen, or outdoor patio immediately adjacent to the house. If a master bedroom exists on the same level as the primary living area of the house, and if no views are enjoyed from the other primary living areas, view from the master bedroom may be determined by the Director as the primary living area. Accessory Dwelling Units are not considered primary living area. Exterior yard space is not a viewing area.

*Volume* means the three-dimensional space enclosed between the structure's floor, walls and roof, as measured from the exterior of each.

**Section 6. – Reconstruction and Repair of Fire-Damaged Structures.** Reconstruction and repair of Qualifying Fire Damaged Structures within the TF Overlay shall be consistent with all current zoning regulations and General Plan land use designations unless otherwise stated within this Ordinance. Moreover, all reconstruction and repair shall meet current State and local building and fire code standards.

A. Reconstruction of Conforming Structures.

1. Building permit applications for residential and non-residential structures within the TF Overlay that are reconstructed or repaired to conform to all code requirements of the underlying zone or as Permitted shall receive Expedited Review.

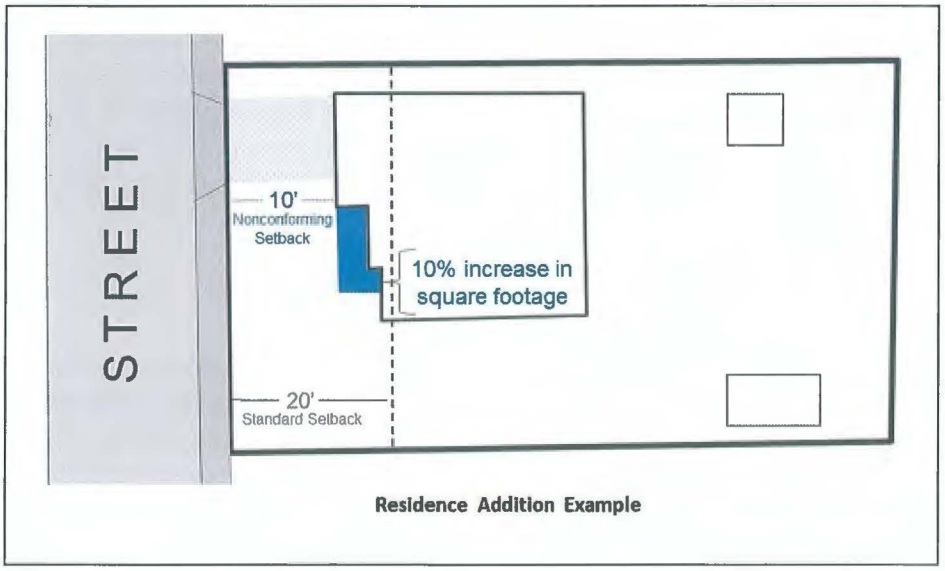
2. Building permit applications for residential and non-residential structures that vary from the previous Permitted footprint, height or ridgeline orientation, but which otherwise conform to the underlying zone standards, shall receive Expedited Review.

3. Building permit applications for residential and nonresidential structures that vary from the previous Permitted footprint, height, or ridgeline orientation and do not conform to the underlying zone standards, once any necessary Planning permit is approved, will receive Expedited Review.

4. Building Permit applications proposing a larger structure than what was previously Permitted but that fully complies with setbacks, lot coverage and height is allowed and will receive Expedited Review.

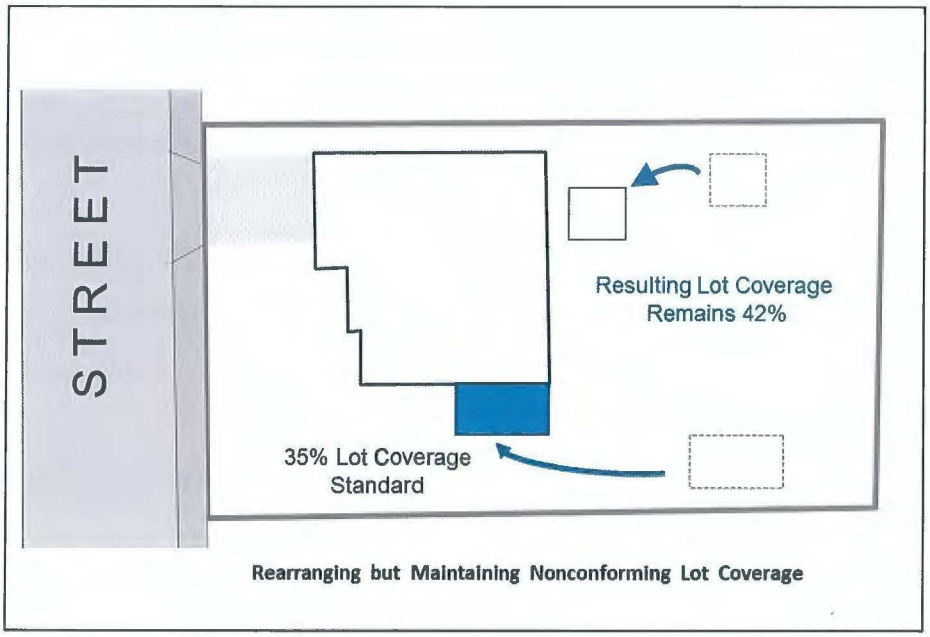
B. Reconstruction of Legal Nonconforming Structures and Accessory Structures. Nonconforming or accessory Qualifying Fire Damaged Structures within the TF Overlay that were legally established as of the Date of Declaration of Local Emergency may receive Expedited Review if they are reconstructed or repaired like-for-like, as defined in San Buenaventura Municipal Code Section 24.110.990, and the footprint, ridgeline orientation, and use remain unchanged unless specifically allowed pursuant to the limited flexibility provisions in this section. Except as provided herein, under no circumstances may the nonconformity be increased absent a variance.

1. Nonconforming Setback Limited Flexibility Provision. Legal nonconforming structures are allowed to reconstruct with up to 10% increase of the preexisting structure's total square footage, applied to the building footprint only, in a manner that maintains but does not increase any nonconformity.




**Residence Addition Example**

2. Nonconforming Lot Coverage Limited Flexibility Provision. Properties which exceeded the lot coverage requirement of the underlying zone are allowed to retain the nonconformity of lot coverage in any reconstruction footprint of the primary residence and/or accessory structures.

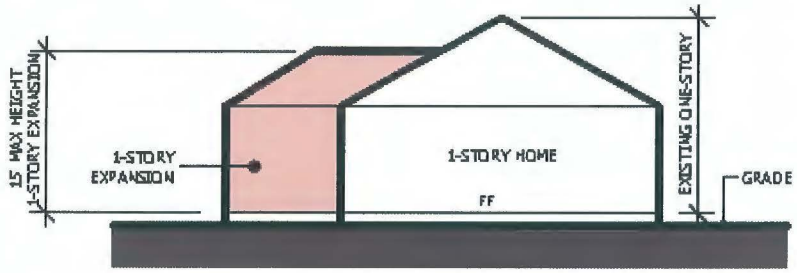



3. Determining Preexisting Lot Coverage and Setbacks. The Community Development Director will consider, but shall not be limited to, the following information, individually or collectively, to verify the preexisting square footage of all destroyed or damaged structures: building permit records, Lidar, County assessor records, as-built plans and aerial photos. The determination by the Director shall be final.

4. TF Overlay Zone Clearance Regulation to Rebuild a Previous nonconforming One-Story or Two-Story Residential Structure Mass. The following guidelines shall apply to the reconstruction of a one-story or two-story residence for ministerial zone clearance review:

a) A one-story rebuild residence (1) may use the maximum site allowed given setback and lot coverage provisions, (2) shall be permitted to construct at a height up to 15' as measured from the finished floor (see Section 7.D.1) , and (3) shall use the provision contained in Section 6.B.1 - Nonconforming Setback Limited Flexibility Provision for an increase of up to 10 percent of the floor area. Within the proposed residential

structure mass, the ridgeline may be reoriented, and/or a pitched roof can be changed.



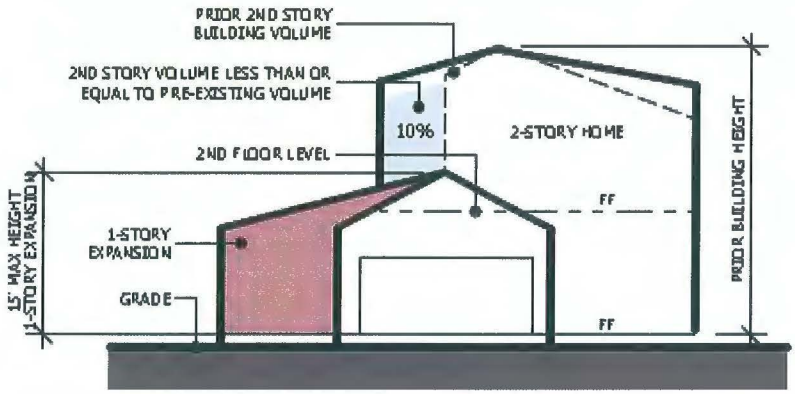

**MINISTERIAL EXPANSION TO 1-STORY**

- UP TO 10% FLOOR AREA EXPANSION INTO PRE-EXISTING NON-CONFORMING SETBACK, SEE 6.B.1 DIAGRAM
- COULD RE-ORIENT RIDGELINE AND/OR CHANGE ROOF PITCH
- ADDITIONS THAT CONFORM TO CURRENT ZONING REGULATIONS ARE ALLOWED UP TO A HEIGHT OF 15' OR IN COMPLIANCE WITH CURRENT HEIGHT REGULATIONS

**SECTION 6.B.4.a**

MINISTERIAL ZONE CLEARANCE REVIEW FOR 1-STORY FLOOR EXPANSION

b) A two-story rebuild residence may be rebuilt to be 1) no taller than the tallest ridgeline of the destroyed residence, 2) no closer than any required setback that existed for the destroyed residence, 3) may include a 2nd story increase of up to 10 percent of previous second-story floor area; within the proposed residential structure mass, the ridgelines may be reoriented and/or roof pitches can be changed from the original residence, as long as the volume of the original second-story portion of the mass, as measured from the second floor level, including roofs, is maintained. In no event shall a cantilevered second story be allowed. In conjunction with the reconstruction of a two-story home, a single-story addition is permitted provided it maintains the 15' height limit or height allowed per code, whichever is more permissive, and complies with setback and lot coverage standards.




**MINISTERIAL EXPANSION TO 2-STORY**

- UP TO 10% ADDITIONAL 2ND STORY FLOOR AREA
- COULD RE-ORIENT RIDGELINE AND/OR CHANGE ROOF PITCH
- 2ND STORY VOLUME NO MORE THAN PRE-EXISTING VOLUME MEASURED FROM 2ND FLOOR LEVEL

**SECTION 6.B.4.b**

MINISTERIAL ZONE CLEARANCE REVIEW FOR 2-STORY SECOND FLOOR EXPANSION

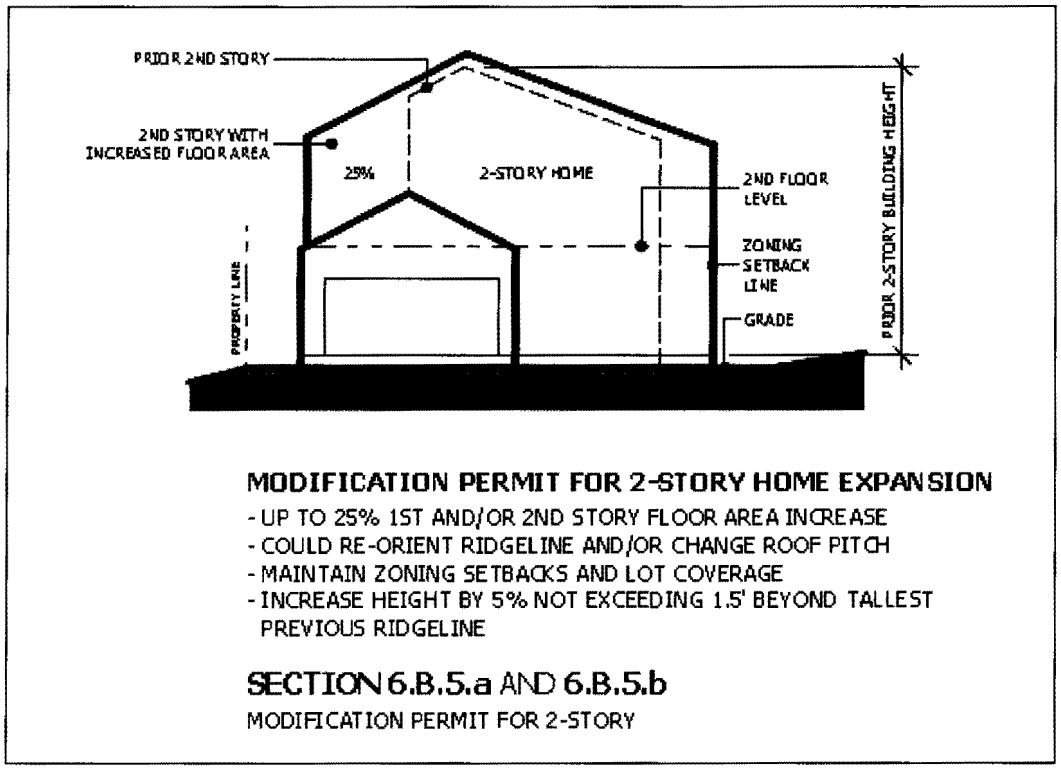
c) Director Substantial Consistency Determination. The Director may determine an application for rebuild is substantially consistent with the intent of the Thomas Fire Recovery Statement. The Director will consider information provided by the applicant such as site location within the neighborhood or previous subdivision tract information and may request additional information in making this determination. The determination by the Director shall be final and if determined to be substantially consistent, the rebuild application shall receive ministerial zone clearance review by the Planning Division staff.

5. TF Overlay Modification Permit Regulation to Rebuild a Previous One-Story or Two-Story Residential Structure with Limited Expansion. A Modification Permit is required for reconstruction of a nonconforming one-story or two-story residence subject to the following standards to allow for limited expansion:

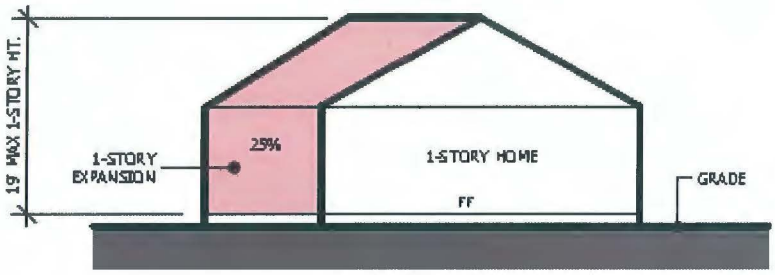
   a) Except for structure height, a primary residence may be expanded above 10 percent to a maximum 25 percent of the destroyed residence floor area, but no expansion shall result in the creation of a nonconforming setback or lot coverage

where the destroyed residence conformed to these development standards and in no event shall a cantilevered second story be allowed.

b) A two-story primary residence may reorient the ridgeline, increase height by no more than 5 percent, or both, but in no case to exceed 1.5 feet beyond the tallest preexisting ridgeline of the destroyed residence.




c) A one-story primary residence may be rebuilt above the 15' maximum height up to a maximum of 19' subject to the provisions of this section. Within the proposed residential structure mass, the ridgelines may be reoriented and/or roof pitches can be changed from the original residence.




**MODIFICATION PERMIT FOR 1-STORY HOME EXPANSION**

- UP TO 25% FLOOR AREA INCREASE
- COULD RE-ORIENT RIDGELINE AND/OR CHANGE ROOF PITCH
- MAINTAIN ZONING SETBACKS AND LOT COVERAGE
- 19' HEIGHT MAX

**SECTION 6.B.5.a AND 6.B.5.c**
MODIFICATION PERMIT FOR 1-STORY

d) Modification Permits are not allowed for the reconstruction of an accessory structure.

e) Any rebuild expansion proposed beyond these limitations shall require approval of a Variance application pursuant to the requirements of Chapter 24.535 of the San Buenaventura Municipal Code, subject to all findings made by the decision-maker.

6. Modification Permit Processing. In addition to filing a Modification Permit application and the project information as required by the Planning Division, the applicant shall provide the following information to assist review of the modification proposal and to inform the neighborhood:

a) Temporary Story Pole, Staking, and Flagging. The applicant shall construct on site a visual aid to depict a temporary frame with flagging to represent an accurate silhouette of the proposed rebuild, following the Staking and Flagging Guidelines provided by the Planning Division. Timing for installation of the story poles, staking, and flagging shall occur after filing the Modification Permit application and receiving consultation and notice to proceed by the assigned Project Case Planner. The story poles, staking and flagging shall be erected within 10 days of the Project Case Planer's issuance of the notice to proceed. The staking and flagging shall remain in place and in good condition through the

hearing date and for 10 calendars after the day of the hearing. If an appeal of the project is filed, the story poles, staking, and flagging shall remain in place and in good condition until the appeal process to a hearing is complete.

1. Waiver for Story Pole, Staking and Flagging. The applicant may be granted a waiver to install story pole, staking and flagging by the Director if 50 percent or more of the abutting adjacent property owners, the majority of which are owner signatures from upslope and similar elevation properties, have reviewed and indicated support for the proposed rebuild project plans, signing a Neighbor Project Support Form provided by the Planning Division.

b) Abutting Property Owner Acknowledgement Forms. The applicant shall share the proposed modification project site plan and building elevation plans, in person or by mail to the address on file with the County Assessor, with the property owners of the adjacent lots of record. The applicant shall use the Property Owner Acknowledgement Form provided by the Planning Division. The acknowledgement shall be a signature of the adjacent property owner stating awareness of the modification permit application, without expressing approval or disproval of the proposal. Receipt of adjacent property owner acknowledgement forms from 50 percent or more of the adjacent property owners shall be deemed by the Project Case Planner as satisfying this component of the Modification Permit Application.

1. In the event the applicant has attempted to obtain signatures from the abutting property owners and is unable to reach them, the applicant can send the notice by certified U.S. mail, return receipt requested, and submit the return receipts in lieu of the Property Owner Acknowledgement Form. The Project Case Planner will accept these return receipts in lieu of the Property Owner Acknowledgement Form.

c) Public Hearing Notice. The City shall notify all property owners within 300 feet of the exterior boundaries of the property of the subject application as well of the property owners involved in the application with postal cards or letters

mailed not less than ten days prior to the hearing date. The applicant shall (1) install onsite posted notice of the project using a sign and installation instructions provided by the Project Case Planner and (2) submit an applicant affidavit confirming signage has been posted. The onsite sign shall remain in place through the hearing date and for 10 calendars after the day of the hearing. If an appeal of the project is filed with the City, an updated public notice shall be provided by the Project Case Planner and the above posting procedure shall be followed and the sign remain in place until the appeal process is complete.

7. Modification Permit Findings. In order to approve a Modification Permit, the following findings must be made by the decision-making authority:

a) Approval of the Modification Permit for the rebuild proposal is consistent with the Thomas Fire Rebuild Statement;

b) Approval of the Modification Permit for the rebuild proposal is consistent with the provisions of the TF Overlay Modification Permit regulations;

c) Approval of the Modification Permit for the rebuild proposal does not significantly impair a Protectable Private View from the viewing area of an abutting primary residential structure;

d) A Height Certification by licensed surveyor has been required as condition of approval of the Modification Permit to ensure accuracy of the structure height during construction of the residence; and

e) Conditions of approval as may be necessary to enable the above findings to be made have been imposed.

8. Modification Permit Approval and Appeal Process. After public notice is provided pursuant to San Buenaventura Municipal Code Chapter 24.560, the Director or his designee shall consider any public comment and will render a decision. This decision is subject to appeal to the City Council following the procedural provisions of San Buenaventura Municipal Code sections 24.565.050.B, 24.565.050.C, and 24.565.060.

C. Corner Lot and Main Entrance. Reconstruction of a structure on a corner lot shall maintain the preexisting main entrance orientation and relationship to front lot line pursuant to San Buenaventura Municipal Code

Section 24.110.1110 which will retain the residential pattern of the preexisting neighborhood.

**Section 7**. - **Hillside Regulations**. Reconstruction and repair of all destroyed or damaged structures in the TF Overlay shall be subject to the following provisions:

A. Ventura Hillside Voter Participation Measure Inapplicable. The Ventura Hillside Voter Participation Measure, approved by voters on November 13, 2001, does not apply to the reconstruction of a residential dwelling unit and incidental uses or structures related thereto.

B. Determining Preexisting Height. The Community Development Director will consider, but shall not be limited to, the following information, individually or collectively, to verify the preexisting height of all destroyed or damaged structures: building permit records, Lidar, County assessor records, as-built plans and site photos. The determination by the Director shall be final.

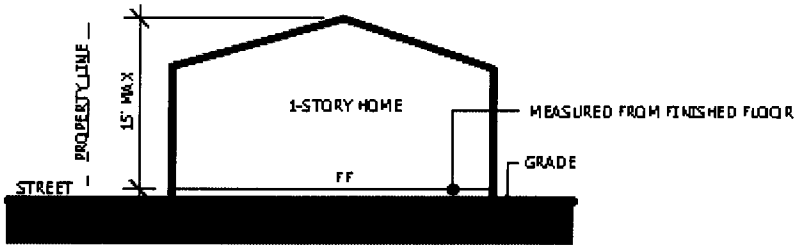
C. Exceeding Hillside Regulations. Except as provided for herein, rebuilding with a height increase will require the processing of an Administrative Variance application pursuant to the requirements of the San Buenaventura Municipal Code Chapter 24.535.

D. Height measurements in the TF Overlay. Height measurement shall occur from the general location of the preexisting primary residential structure site and shall be as follows:

1. A preexisting single-story home may be rebuilt per the single-story height standard below; a preexisting two-story home may be rebuilt per the two-story height standards below.

## SINGLE STORY:

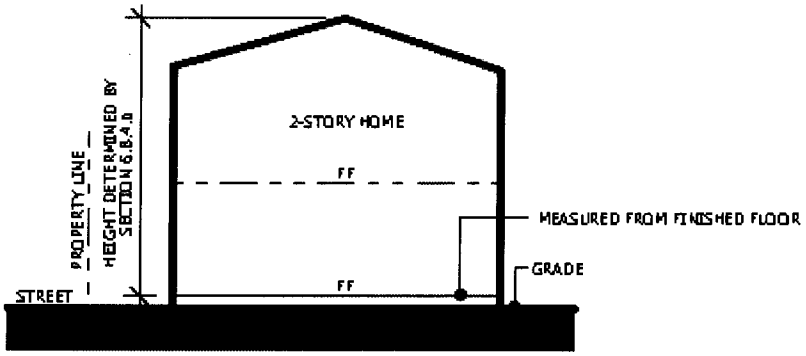
PAD - 1-STORY REBUILD ON A MINIMAL TO NO SLOPE BUILDING SITE:




MINIMAL TO **NO** SLOPE BUILDING SITE

## 2-STORY:

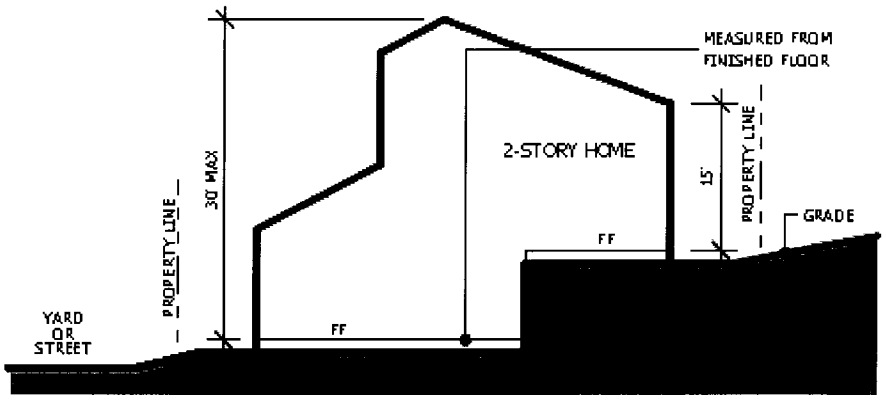
PAD - 2-STORY REBUILD ON A MINIMAL TO NO SLOPE BUILDING SITE SHALL FOLLOW THE PROVISIONS OF SECTION 6.B.4.b) HEREOF:




MINIMAL TO **NO** SLOPE BUILDING SITE

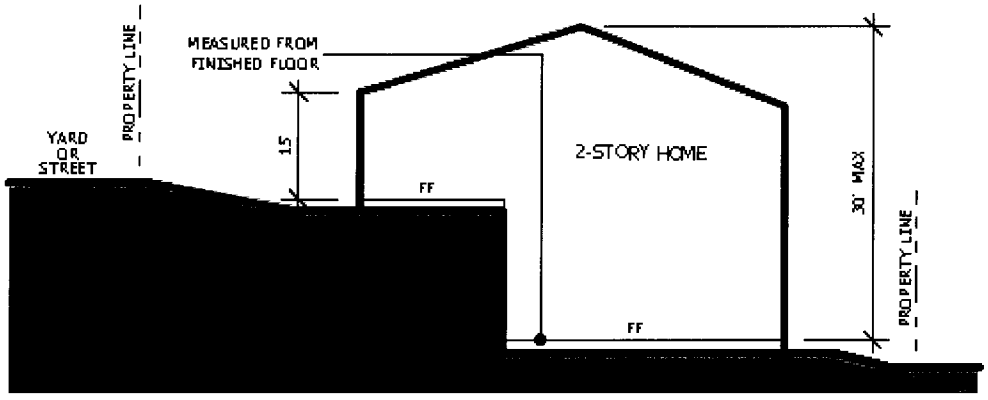
## TWO STORY:

UPSLOPE - FOR LOTS WHICH SLOPE UPHILL FROM A YARD OR STREET OF ACCESS, MEASURED FROM THE FINISHED FLOOR.




UPSLOPE LOT

DOWNSLOPE - FOR LOTS WHICH SLOPE DOWNHILL FROM A YARD OR STREET OF ACCESS. MEASURED FROM THE FINISHED FLOOR.




DOWNSLOPE LOT

2. Additional Height Regulations:

a) The definitions for basement and habitable story in the San Buenaventura Municipal Code shall apply.
b) Adding fill to pad, other than what has occurred as compaction fill due to the required Thomas Fire removal process, or construction of a raised foundation would be counted within the height measurement to avoid a property from building up the pad or foundation to increase potential height or to capture or enhance a view.
c) A licensed surveyor shall prepare property line and topographic information for the rebuild application plans, which information shall be submitted with the application.

**Section 8**. - Continuance of Nonconforming Uses. Legal nonconforming uses of Qualifying Fire Damaged Structures within the TF Overlay may be re-occupied with the same use.

A. Enlargement or expansion of any legal nonconforming use is not allowed.

B. If re-occupancy does not commence within six (6) months of the issuance of a certificate of occupancy, the legal nonconforming status shall terminate, and the property shall thereafter be subject to all current City Codes.

**Section 9**. - Accessory Dwelling Units ("ADU," formerly referred to as a 2nd unit). Any legal Accessory Dwelling Unit destroyed or damaged by the Thomas Fire may be reconstructed or repaired pursuant to the nonconformity provisions of this Ordinance. Construction of a new ADU, concurrent with the reconstruction of a destroyed or damaged primary residence, must conform to the City's ADU regulations, found in San Buenaventura Municipal Code Chapter 24.430. The building permit application shall include both the ADU and the primary residence for zoning clearance and plan check.

**Section 10**. - Residential Planned Development Zoning Districts and Planned Development Permits. Properties within the TF Overlay that have a base zoning district of Residential Planned Development or a prior Planned Development permit approved on the subject property shall comply with the San Buenaventura Municipal Code development standards of said district or prior permit approval.

**Section 11**. - Variances. Properties within the TF Overlay that had a variance approved for the subject property prior to the date this Ordinance goes into effect may rebuild the relevant structure according to the development standards granted by the variance. Except for the allowances provided in Sections 6 and 7 of this Ordinance, a request to rebuild to exceed the standard granted under this Ordinance will require the processing of a discretionary Variance application

pursuant to the requirements of San Buenaventura Municipal Code Chapter 24.535, subject to all findings made by the decision-maker.

**Section 12**. - Design Review. In order to facilitate expeditious reconstruction of structures damaged or destroyed by the Thomas Fire within the TF Overlay, the Design Review regulations shall be as follows:

A. R-1 Single family residential, R-2 Two Family Residential, and Accessory Dwelling Units. Reconstruction of these categories are exempt from Design Review pursuant to the San Buenaventura Municipal Code Section 24.545.040.

B. R-3 Multifamily Residential (3 or more units). If reconstruction is like for like, as defined in San Buenaventura Municipal Code Section 24.110.990, no Design Review shall be required. Design Review will be required where reconstruction is expanded in size, changed in building height or ridgeline orientation, architecture style or structural design, increased in unit number, and where a variance or other land use approval is sought. After no more than two public hearings, the Design Review Committee shall make a recommendation to the Community Development Director. After public notice is provided pursuant to San Buenaventura Municipal Code Chapter 24.560, the Director or his designee shall consider the DRC recommendation and any public comment and will render a decision.

**Section 13**. - Final Map Requirements. Nothing in this Ordinance shall exempt any new development or rebuilding from the provisions of the Subdivision Regulations, Division 26 of the San Buenaventura Municipal Code.

**Section 15**. - Land Use, Zoning or Related Code Provisions Not Addressed. Pursuant to the San Buenaventura Municipal Code Section 24.500.040, the Community Development Director shall have the authority to make determinations regarding the applicability of any land use, zoning or related code provision of the Zoning Regulations, Division 24, not addressed in the TF Overlay.

**Section 16**. - Fees. The following fees shall be applicable to the reconstruction and repair of structures destroyed or damaged by the Thomas Fire within the TF Overlay:

A. Building Permit, Fire, and Land Development fees shall be as reflected on the current Fee Schedule.

B. Planning Permit Fees. Reconstruction of all structures that do not comply with the provisions of the TF Overlay or the underlying primary zone district, and therefore require discretionary permit approval, shall be subject to the fees adopted on the Planning Division Fee Schedule, unless otherwise established by the City Council.

C. Development Impact Fees. No development impact fees will be required to rebuild any legally permitted Qualifying Fire Damaged Structure in the TF Overlay.

**Section 17**. - CEQA Findings.

Adoption of this Ordinance is exempt from the provisions of the California Environmental Quality Act ("CEQA") pursuant to Public Resources Code Section 21080(b)(3) regarding repair, restoration, demolition, or replacement of property or facilities damaged or destroyed as a result of a disaster in an area for which a state of emergency has been proclaimed by the Governor and Section 21080(b)(4) regarding actions to mitigate or prevent an emergency, and CEQA Guidelines Section 15269(a) relating to projects to maintain, repair, restore, demolish, or replace property or facilities damaged or destroyed as a result of disaster in a disaster stricken area in which a state of emergency has been proclaimed by the Governor of California pursuant to the California Emergency Services Act, commencing with Section 8550 of the Government Code, and CEQA Guidelines Section 15269(c) regarding specific actions necessary to prevent or mitigate an emergency.

**Section 18**. - Severability.

If any section, subsection, sentence, clause, or phrase of this ordinance is for any reason held to be invalid or unconstitutional by a court of competent jurisdiction, such decision will not affect the validity of the remaining portions of this ordinance. The City Council declares that it would have passed this ordinance and each and every section, subsection, sentence, clause, or phrase not declared invalid or unconstitutional without regard to whether any portion of the ordinance would be subsequently declared invalid or unconstitutional.

PASSED and ADOPTED this 23rd day of April 2018.

Neal Andrews, Mayor

ATTEST:

ANTOINETTE M. MANN, MMC, CRM
CITY CLERK

[Signatures continued on next page.]

APPROVED AS TO FORM
Gregory G. Diaz, City Attorney

By:_____
David Snow
Richards, Watson, and Gershon
Special Counsel

Exhibit A:
Map of Thomas Fire Rebuild Overlay Zone

**ORDINANCE NO. 2018-016**

**AN EMERGENCY ORDINANCE OF THE COUNCIL OF THE CITY OF SAN BUENAVENTURA, CALIFORNIA, AMENDING CERTAIN PROVISIONS PERTAINING TO HEIGHT DETERMINATIONS AND IMPLEMENTATION AND RESTATING THE THOMAS FIRE REBUILD OVERLAY ZONE**

**Case No. OA-2-18- 44451**

The Council of the City of San Buenaventura does ordain as follows:

**Section 1. Findings.** On February 26, 2018, the City Council established the Thomas Fire Rebuild Overlay Zone (TF Overlay), Ordinance No. 2018-007, for the immediate preservation of the public peace, welfare, and health and safety based upon the following facts:

A. Conditions of extreme peril to the safety of persons and property within the City of San Buenaventura were caused by fast-moving and widespread fires, referred to as the Thomas Fire, commencing on or about 10:00 pm on the fourth day of December 2017, at which time the City Council of the City of San Buenaventura was not in session.

B. California Government Code section 8630 and San Buenaventura Municipal Code section 2.370.050 empower the City Manager to proclaim the existence of a local emergency when the City is affected or likely to be affected by a public calamity, subject to ratification by the City Council within seven days thereafter.

C. On December 4, 2017, the City Manager of the City of San Buenaventura proclaimed the existence of a local emergency within the City of San Buenaventura.

D. On December 5, 2017, the Governor of the State of California proclaimed a State of Emergency in Ventura County and ordered that the Office of Emergency Services provide local government assistance to Ventura County and that the California National Guard be mobilized to support disaster response and relief efforts.

E. On December 5, 2017, the State of California submitted a request to the U.S. Department of Homeland Security's Federal Emergency Management Agency (FEMA) for a Fire Management Assistance Declaration for the Thomas Fire. The state's request was approved on

December 5, 2017, at 5:05 am EST, and was designated as FEMA-5224-FM-CA.

F. On December 7, 2017, the City Council adopted Ordinance No. 2017-019, suspending automatic approval deadlines for all land use, subdivision and zoning applications.

G. On December 11, 2017, the City Council adopted Resolution No. 2017-055 ratifying the City Manager's proclamation of the existence of a local emergency within the City of San Buenaventura.

H. On December 11, 2017, the City Council adopted Resolution No. 2017-056 ratifying the proclamation of the Public Health Officer for the County of Ventura's declaration of a local public health emergency within the City of San Buenaventura.

I. On December 18, 2017, the City Council adopted Resolution No. 2017-057 re-confirming the City Manager's proclamation of the existence of a local emergency within the City of San Buenaventura and re-confirming the proclamation of the Public Health Officer for the County of Ventura's declaration of a local public health emergency.

J. On January 2, 2018, the President of the United States of America declared the existence of a major disaster in the State of California and ordered Federal aid to supplement state and local recovery efforts in the areas affected by wildfires, including the Thomas Fire, beginning on December 4, 2017, and continuing.

K. On January 8, 2018, the City Council adopted Resolution No. 2018-001 re-confirming the City Manager's proclamation of the existence of a local emergency within the City of San Buenaventura and re-confirming the proclamation of the Public Health Officer for the County of Ventura's declaration of a local public health emergency.

L. On January 8, 2018, the City Council adopted Ordinance No. 2018-002 establishing local standards and procedures for cleanup of debris generated by the Thomas Fire, and authorizing abatement of public nuisances following issuance of an inspection and abatement warrant.

M. On January 22, 2018, the City Council adopted Resolution No. 2018-002 re-confirming the City Manager's proclamation of the existence of a local emergency within the City of San Buenaventura and re-

confirming the proclamation of the Public Health Officer for the County of Ventura's declaration of a local public health emergency.

N. On February 12, 2018, the City Council adopted Resolution No. 2018-005 Re-Confirming the Continuing Existence of a Local Emergency and a Local Public Health Emergency.

O. On February 26, 2018, the City Council adopted Resolution No. 2018-006 Re-Confirming the Continuing Existence of a Local Emergency and a Local Public Health Emergency.

P. On March 19, 2018, the City Council adopted Resolution No. 2018-008 Re-Confirming the Continuing Existence of a Local Emergency and a Local Public Health Emergency.

Q. On April 9, 2018, the City Council adopted Resolution No. 2018-008 Re-Confirming the Continuing Existence of a Local Emergency and a Local Public Health Emergency.

R. On April 23, 2018, the City Council adopted Resolution No. 2018-019 Re-Confirming the Continuing Existence of a Local Emergency and a Local Public Health Emergency.

S. On May 14, 2018, the City Council adopted Resolution No. 2018-028 Re-Confirming the Continuing Existence of a Local Emergency and a Local Public Health Emergency.

T. On June 4, 2018, the City Council adopted Resolution No. 2018-031 Re-Confirming the Continuing Existence of a Local Emergency and a Local Public Health Emergency.

U. On June 18, 2018, the City Council adopted Resolution No. 2018-037 Re-Confirming the Continuing Existence of a Local Emergency and a Local Public Health Emergency.

V. On July 9, 2018, the City Council adopted Resolution No. 2018-043 Re-Confirming the Continuing Existence of a Local Emergency and a Local Public Health Emergency.

W. On July 23, 2018, the City Council adopted Resolution No. 2018-046 Re-Confirming the Continuing Existence of a Local Emergency and a Local Public Health Emergency.

X. On August 9, 2018, the City Council adopted Resolution No. 2018-047 Re-Confirming the Continuing Existence of a Local Emergency and a Local Public Health Emergency.

Y. The Thomas Fire consumed 281,893 acres and has led to the damaging and/or destruction of 1,063 residences in the County of Ventura and County of Santa Barbara, of those 644 are located within the City of San Buenaventura.

Z. The City of San Buenaventura is experiencing a housing crisis. Even prior to the Thomas Fire, there existed throughout the City a severe lack of rental housing that is affordable to lower and moderate-income residents.

AA. The County of Ventura apartment rental market continues to be plagued by exceptionally low vacancy rates under 3 percent, significantly contributing to record high rents.

BB. The housing units destroyed by the Thomas Fire increased this rental housing shortage by several orders of magnitude and severely reduced the number of owner-occupied housing units in the City.

CC. Destruction of housing units in nearby Ojai and Santa Barbara County further exacerbates the ability of persons who live and work in the City of San Buenaventura and have been displaced by the Thomas Fire to relocate to other housing.

DD. The standards within this Ordinance are intended to facilitate expedited redesign, repair, and replacement of structures within the proposed Thomas Fire Rebuild Overlay Zone that were damaged or demolished by the Thomas Fire.

EE. Construction or reconstruction of no more than one residential dwelling unit and incidental uses or structures related thereto are not subject to the Hillsides Voter Participation Area Measure.

FF. Pursuant to Government Code Sections 65803 and 65860(d), the City is exempt from various provisions of the state Planning and Zoning Law absent City Charter provisions to indicate otherwise.

GG. Government Code Section 65852.25 provides that no local agency may enact or enforce any regulation that would prohibit the reconstruction, restoration, or rebuilding of a multifamily dwelling that is involuntarily damaged or destroyed by fire and not located in an industrial zone, absent certain determinations made by the local agency.

HH. On February 26, 2018 during the consideration and adoption of the Thomas Fire Rebuild Overlay Zone, the City Council heard concerns from homeowners and city staff about the Hillside height regulations being too restrictive for rebuilding proposals to reconstruct for most homes with modern floor plans, ceiling plate heights, and the architectural style desires of homeowners choosing to rebuild. The City Council directed the Community Development Director to create new height flexibility regulations for single-story and two-story homes, and create a permit process for streamlined approvals in the Thomas Fire Rebuild Overlay Zone.

II. During the month of March 2018, the Thomas Fire Rebuild Office in the Community Development Department held over 60 rebuild appointments with homeowners and their architects present. The Community Development Director used the rebuild proposals presented during the rebuild appointments to help identify what kind of zoning flexibility would be most beneficial and least impactful to surrounding homes, which informed the proposed amendments to the Thomas Fire Rebuild Overlay Zone regulations.

JJ. Since adoption of the Thomas Fire Rebuild Overlay Zone and implementation between April 24, 2018 and August 10, 2018, whereby the City conducted over 325 rebuild homeowner/architect appointments and evaluated over 200 rebuild proposals, the Community Development Director has found the need for new or revised regulations in the TF Overlay Zone would assist the impacted homeowners on rebuilding efforts for certain property situations and further expedite the City's Thomas Fire Recovery Plan for all neighborhoods to recover and is recommending that the City Council adopt the same.

KK. On August 6, 2018, the City Council held a public meeting on the status of the Thomas Fire Recovery Plan, received a Community Development Director presentation of the effectiveness implementing the plan, considered public testimony, and directed expeditiously that new regulations and regulation changes within the Thomas Fire Rebuild Overlay Zone and return to the City Council for consideration and adoption.

LL. It is essential that this Ordinance become immediately effective in order to mitigate the current housing crisis aggravated by the Thomas Fire.

**Section 2. Purpose.** Given the large-scale devastation created by the Thomas Fire, these provisions are intended to facilitate the reconstruction of impacted neighborhoods to allow for the fastest possible transition of homeless and displaced residents to long term shelter.

**Section 3. - Applicability.** The TF Overlay shall apply to Qualifying Fire Damaged Structures within the Ventura City limits that were impacted by the Thomas Fire, as illustrated in Exhibit "A", and the standards herein shall only apply to those structures that are being reconstructed or repaired pursuant to damage caused by the fire. The TF Overlay shall regulate in addition to or in replacement of provisions of the underlying primary zoning district. Where a conflict exists between the two, this Ordinance shall take precedence unless otherwise stated herein.

**Section 4. – Term of this Ordinance.** This emergency ordinance is adopted pursuant to San Buenaventura City Charter Section 706 and shall take effect immediately upon its approval by at least a four-fifths vote of the City Council, except if less than all seven members are present, a unanimous vote shall be required. This Ordinance shall remain in effect until December 4, 2022, unless otherwise modified or extended by the City Council. All building permits subject to the standards within this Ordinance must be issued by December 4, 2022, with the expectation that construction and repairs be diligently pursued. Any planning or building permit application filed on or after December 5, 2022 shall be subject to the zoning regulations of the underlying zone then in effect without exception, with all deviations therefrom requiring a use permit, variance, or other authorization following standard land use procedures dictated by the Municipal Code and City rules and policies. If this Ordinance is invalidated or its effectiveness stayed for any reason, Ordinance No. 2018-007 shall become operative again for the term set forth therein or until such time as this Ordinance is again determined to be valid or effective.

**Section 5. – Definitions.** The words and phrases included in this Ordinance shall employ the definitions found in the Chapters for the underlying zone; any term not defined therein or within this Ordinance shall have the meaning specified in Chapter 24.110 ("Definitions"). For purposes of this Ordinance, the following definitions shall apply:

*Abutting Primary Residential Structure* means the existing primary residence or preexisting destroyed primary residence located on an adjacent lot of record.

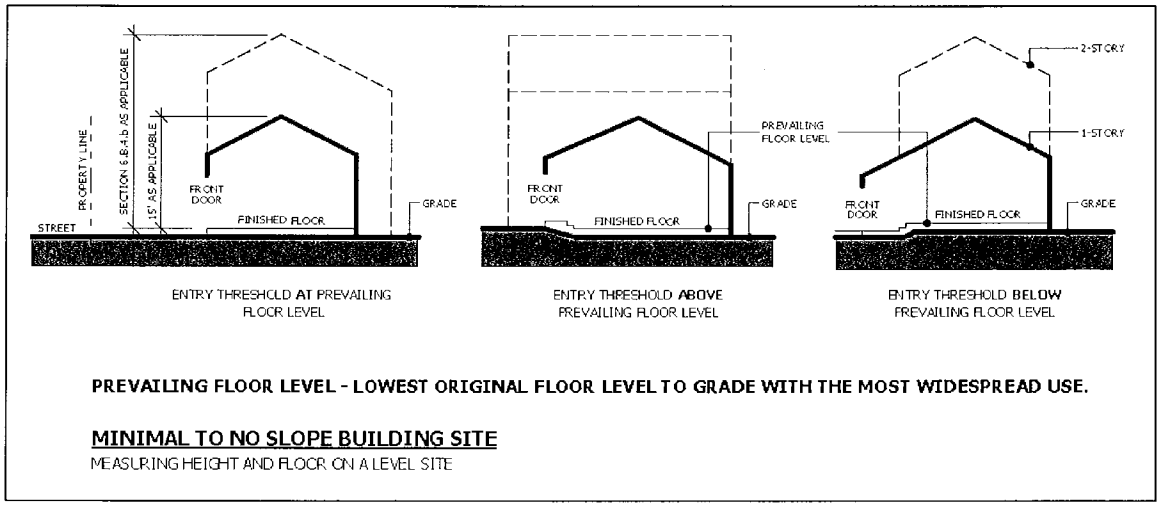
*Adjacent Property of Record* means adjacent properties located within 100 feet of the subject property, including any properties separated by a street or access easement, as measured from all subject property lines.

*Date of Declaration of Local Emergency* means December 4, 2017.

*Expedited Review* means the Building and Safety Division performance objective to complete the first plan check review and corrections to a building permit application within fourteen (14) business days.

*Finished Floor means:*

> *Pad - for homes reconstructed on a preexisting level site, the finished floor is the prevailing floor level served by the prior main entrance to the residence.*
>
> *Sloping Lot – for homes reconstructed on a sloping lot, the finished floor shall be established in conformance with the sloping lot diagrams in Section 7.D.1.*




*Footprint* means the area of building where it meets the ground, exclusive of courtyards.

*Lidar* means digital elevation point data captured by means of laser pulses to create 3D images used to derive contour maps.

*Orientation* means the position of a building on a site.

*Permitted* means a final building permit for any structure and additions issued by the City of San Buenaventura or the County of Ventura prior to or on the Date of Declaration of Local Emergency.

*Protectable Private View* means a far and distant view of ocean waters, the Channel Islands or coastline as viewed from the viewing area of the primary residence; but not the views within the city of urban areas, hillsides, agricultural lands or views of any lands located outside the city in the unincorporated county.

*Qualifying Fire Damaged Structure* means any structure damaged by the Thomas Fire that is classified by the Cal Fire Office of the State Fire Marshal in the Thomas Incident Damage Inspection Report as Moderate damage (26% to 50% loss), Major damage (51% to 75% loss) or Destroyed (76% to 100% loss).

*Ridgeline* means a horizontal peak at the top of one or more sloping planes of a roof.

*Structure Mass* means the three-dimensional space defined from tallest height, greatest width and greatest length measured at the structure's exterior.

*Thomas Fire Recovery Statement* means the vision statement adopted by the City Council on January 22, 2018 which states: "The City strives to quickly rebuild our communities to be more sustainable, more fire resistant, and consistent with current building materials and designs. We will work together to build communities, seeking to ensure new homes respect neighbors and a wider community identity. We will balance the needs for individual home styles and preferences with this desire to create and enhance our existing community images. The City will ensure the communities rebuilding continue to be served with adequate infrastructure."

*Viewing Area* means the portion of the structure that constitutes the primary living area of the house, which is the living room, family room, dining room, kitchen, or outdoor patio immediately adjacent to the house. If a master bedroom exists on the same level as the primary living area of the house, and if no views are enjoyed from the other primary living areas, view from the master bedroom may be determined by the Director as the primary living area. Accessory Dwelling Units are not considered primary living area. Exterior yard space is not a viewing area.

*Volume* means the three-dimensional space enclosed between the structure's floor, walls and roof, as measured from the exterior of each.

**Section 6. – Reconstruction and Repair of Fire-Damaged Structures.** Reconstruction and repair of Qualifying Fire Damaged Structures within the TF Overlay shall be consistent with all current zoning regulations and General Plan land use designations unless otherwise stated within this Ordinance. Moreover, all reconstruction and repair shall meet current State and local building and fire code standards.

A. Reconstruction of Conforming Structures.

1. Building permit applications for residential and non-residential structures within the TF Overlay that are reconstructed or repaired to conform to all code requirements of the underlying zone or as Permitted shall receive Expedited Review.

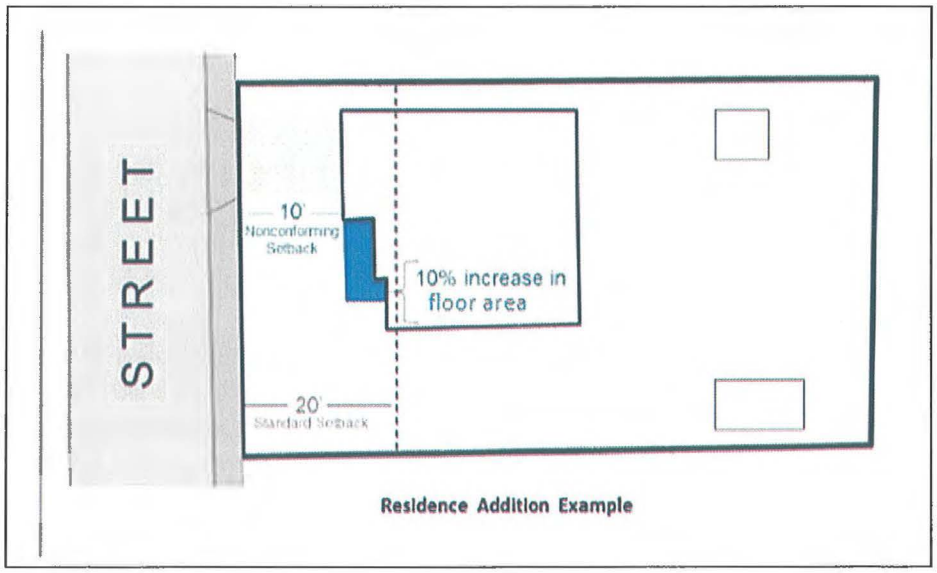
2. Building permit applications for residential and non-residential structures that vary from the previous Permitted footprint, height or ridgeline orientation, but which otherwise conform to the underlying zone standards, shall receive Expedited Review.

3. Building permit applications for residential and nonresidential structures that vary from the previous Permitted footprint, height, or ridgeline orientation and do not conform to the underlying zone standards, once any necessary Planning permit is approved, will receive Expedited Review.

4. Building Permit applications proposing a larger structure than what was previously Permitted but that fully complies with setbacks, lot coverage and height is allowed and will receive Expedited Review.

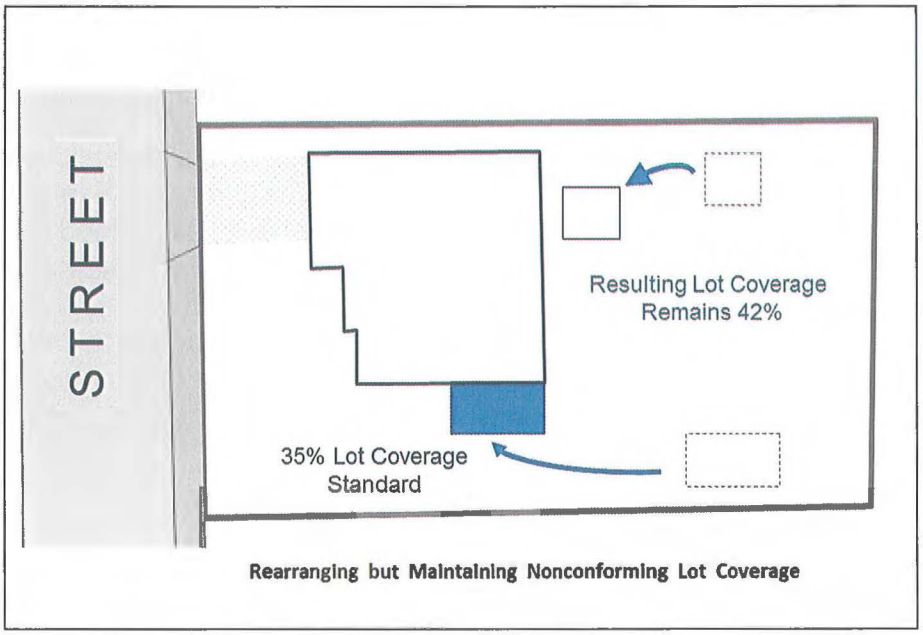
B. Reconstruction of Legal Nonconforming Structures and Accessory Structures. Nonconforming or accessory Qualifying Fire Damaged Structures within the TF Overlay that were legally established as of the Date of Declaration of Local Emergency may receive Expedited Review if they are reconstructed or repaired like-for-like, as defined in San Buenaventura Municipal Code Section 24.110.990, and the footprint, ridgeline orientation, and use remain unchanged unless specifically allowed pursuant to the limited flexibility provisions in this section. Except as provided herein, under no circumstances may the nonconformity be increased absent a variance.

1. Nonconforming Setback Limited Flexibility Provision. Legal nonconforming structures are allowed to reconstruct with up to 10% increase of the preexisting structure's total floor area, applied to the building footprint only, in a manner that maintains but does not increase any nonconformity.



Residence Addition Example

2. Nonconforming Lot Coverage Limited Flexibility Provision. Properties which exceeded the lot coverage requirement of the underlying zone are allowed to retain the nonconformity of lot coverage in any reconstruction footprint of the primary residence and/or accessory structures.

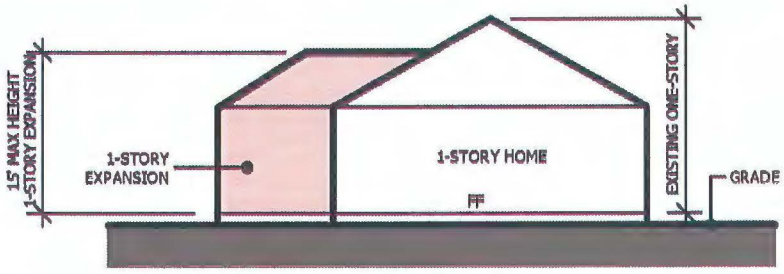


Rearranging but Maintaining Nonconforming Lot Coverage

3. Determining Preexisting Lot Coverage and Setbacks. The Community Development Director will consider, but shall not be limited to, the following information, individually or collectively, to verify the preexisting square footage of all destroyed or damaged structures: building permit records, Lidar, County assessor records, as-built plans and aerial photos. The determination by the Director shall be final.

4. TF Overlay Zone Clearance Regulation to Rebuild a Previous nonconforming One-Story or Two-Story Residential Structure Mass. The following guidelines shall apply to the reconstruction of a one-story or two-story residence for ministerial zone clearance review:

a) A one-story rebuild residence (1) may use the maximum site allowed given setback and lot coverage provisions, (2) shall be permitted to construct at a height up to 15' as measured from the finished floor (see Section 7.D.1), and (3) shall use the provision contained in Section 6.B.1 - Nonconforming Setback Limited Flexibility Provision for an increase of up to 10 percent of the floor area. Within the proposed residential structure mass, the ridgeline may be reoriented, and/or a pitched roof can be changed.

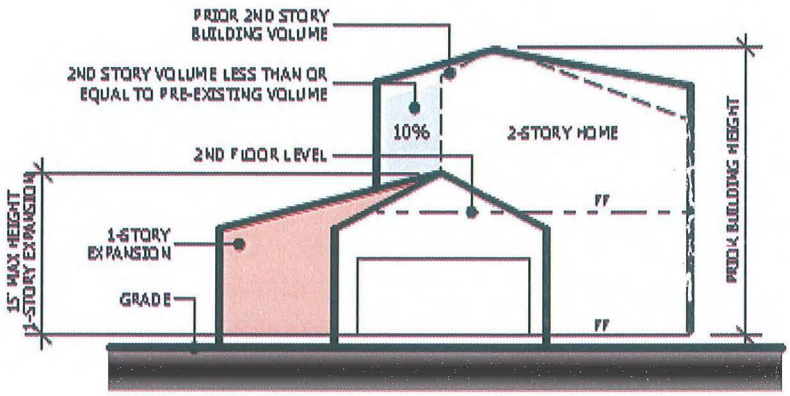



**EXPANSION TO ONE-STORY**
- UP TO 10% FLOOR AREA EXPANSION INTO PRE-EXISTING NON-CONFORMING SETBACK, SEE 6.B.1 DIAGRAM
- COULD RE-ORIENT RIDGELINE AND/OR CHANGE ROOF PITCH
- ADDITIONS ARE ALLOWED UP TO A HEIGHT OF 15'

**SECTION 6.B.4.a**
MINISTERIAL ZONE CLEARANCE REVIEW FOR 1-STORY FLOOR EXPANSION

b) A two-story rebuild residence may be rebuilt to be 1) no taller than the tallest ridgeline of the destroyed residence, 2) no closer than any required setback that existed for the destroyed residence, 3) may include a 2nd story increase of up to 10 percent of previous second-story floor area; within

the proposed residential structure mass, the ridgelines may be reoriented and/or roof pitches can be changed from the original residence, as long as the volume of the original second-story portion of the mass, as measured from the second floor level, including roofs, is maintained. In no event shall a cantilevered second story be allowed. In conjunction with the reconstruction of a two-story home, a single-story addition is permitted provided it maintains the 15' height limit and complies with setback and lot coverage standards.




**MINISTERIAL EXPANSION TO 2-STORY**

- UP TO 10% ADDITIONAL 2ND STORY FLOOR AREA
- COULD RE-ORIENT RIDGELINE AND/OR CHANGE ROOF PITCH
- 2ND STORY VOLUME NO MORE THAN PRE-EXISTING VOLUME MEASURED FROM 2ND FLOOR LEVEL

**SECTION 6.B.4.b**

MINISTERIAL ZONE CLEARANCE REVIEW FOR 2-STORY SECOND FLOOR EXPANSION

c) Director Substantial Consistency Determination. The Director may determine an application for rebuild is substantially consistent with the intent of the Thomas Fire Recovery Statement including, but not limited to, rebuild projects seeking adjustments in structure height, setback, and fill for pad. The Director will consider information provided by the applicant such as site location within the neighborhood or previous subdivision tract information and may request additional information in making this determination. The determination by the Director shall be final and if determined to be substantially consistent, the

rebuild application shall receive ministerial zone clearance review by the Planning Division staff.

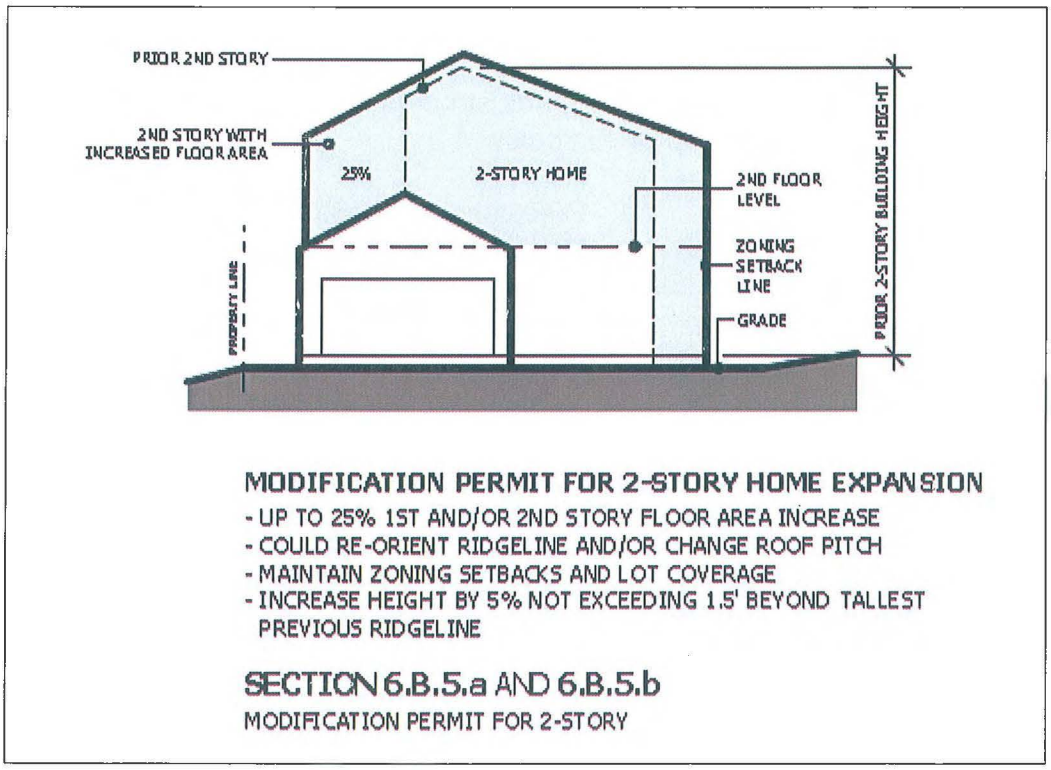
In addition to the adjustments provided for above, the following adjustments may be considered by following the process below:

1. Preexisting One-Story Proposing a Two-Story Rebuild. The Director may grant approval of a preexisting one-story structure proposed to be reconstructed as a two-story rebuild if both of the following determinations has been made:
    a. The rebuild property has been determined by the Director to be a no impact lot to the viewing area of a protectable private view from an immediately adjacent property; and,
    b. The Director has determined the rebuild property applicant has shared the proposed two-story project site plan and building elevation plans, in person or by mail to the address on file with the County Assessor, with the property owners of the adjacent lots of record and collected 100% support from adjacent property owners in the form of a Property Owner Two-Story Rebuild Support Forms provided by the Planning Division.

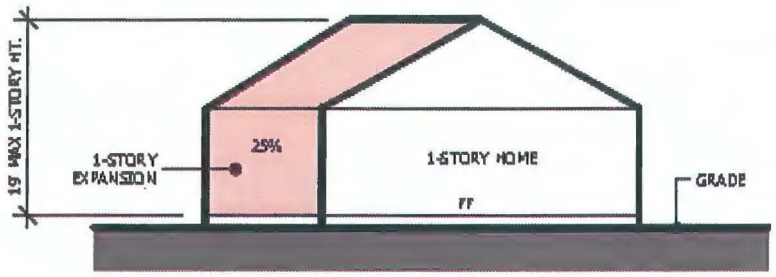
5. TF Overlay Modification Permit Regulation to Rebuild a Previous One-Story or Two-Story Residential Structure with Limited Expansion. A Modification Permit is required for reconstruction of a nonconforming one-story or two-story residence subject to the following standards to allow for limited expansion:

    a) Except for structure height, a primary residence may be expanded above 10 percent to a maximum 25 percent of the destroyed residence floor area, but no expansion shall result in the creation of a nonconforming setback or lot coverage where the destroyed residence conformed to these development standards and in no event shall a cantilevered second story be allowed.

    b) A two-story primary residence may reorient the ridgeline, increase height by no more than 5 percent, or both, but in no case to exceed 1.5 feet beyond the tallest preexisting ridgeline of the destroyed residence.




c) A one-story primary residence may be rebuilt above the 15' maximum height up to a maximum of 19' subject to the provisions of this section. Within the proposed residential structure mass, the ridgelines may be reoriented and/or roof pitches can be changed from the original residence.




**MODIFICATION PERMIT FOR 1-STORY HOME EXPANSION**

- UP TO 25% FLOOR AREA INCREASE
- COULD RE-ORIENT RIDGELINE AND/OR CHANGE ROOF PITCH
- MAINTAIN ZONING SETBACKS AND LOT COVERAGE
- 19' HEIGHT MAX

**SECTION 6.B.5.a AND 6.B.5.c**
MODIFICATION PERMIT FOR 1-STORY

d) Modification Permits are not allowed for the reconstruction of an accessory structure.

e) Any rebuild expansion proposed beyond these limitations shall require approval of a Variance application pursuant to the requirements of Chapter 24.535 of the San Buenaventura Municipal Code, subject to all findings made by the decision-maker.

6. Modification Permit Processing. In addition to filing a Modification Permit application and the project information as required by the Planning Division, the applicant shall provide the following information to assist review of the modification proposal and to inform the neighborhood:

a) Temporary Story Pole, Staking, and Flagging. The applicant shall construct on site a visual aid to depict a temporary frame with flagging to represent an accurate silhouette of the proposed rebuild, following the Staking and Flagging Guidelines provided by the Planning Division. Timing for installation of the story poles, staking, and flagging shall occur after filing the Modification Permit application and receiving consultation and notice to proceed by the assigned Project Case Planner. The story poles, staking and flagging shall be erected within 10 days of the Project Case Planer's issuance of the notice to proceed. The staking and flagging shall remain in place and in good condition through the

hearing date and for 10 calendar days after the day of the hearing. If an appeal of the project is filed, the story poles, staking, and flagging shall remain in place and in good condition until the appeal process to a hearing is complete.

1. Waiver for Story Pole, Staking and Flagging. The applicant may be granted a waiver to install story pole, staking and flagging by the Director if 50 percent or more of the abutting adjacent property owners, the majority of which are owner signatures from upslope and similar elevation properties, have reviewed and indicated support for the proposed rebuild project plans, signing a Neighbor Project Support Form provided by the Planning Division.

b) Abutting Property Owner Acknowledgement Forms. The applicant shall share the proposed modification project site plan and building elevation plans, in person or by mail to the address on file with the County Assessor, with the property owners of the adjacent lots of record. The applicant shall use the Property Owner Acknowledgement Form provided by the Planning Division. The acknowledgement shall be a signature of the adjacent property owner stating awareness of the modification permit application, without expressing approval or disproval of the proposal. Receipt of adjacent property owner acknowledgement forms from 50 percent or more of the adjacent property owners shall be deemed by the Project Case Planner as satisfying this component of the Modification Permit Application.

1. In the event the applicant has attempted to obtain signatures from the abutting property owners and is unable to reach them, the applicant can send the notice by certified U.S. mail, return receipt requested, and submit the return receipts in lieu of the Property Owner Acknowledgement Form. The Project Case Planner will accept these return receipts in lieu of the Property Owner Acknowledgement Form.

c) Public Hearing Notice. The City shall notify all property owners within 300 feet of the exterior boundaries of the property of the subject application as well of the property owners involved in the application with postal cards or letters mailed not less than ten days prior to the hearing date. The

applicant shall (1) install onsite posted notice of the project using a sign and installation instructions provided by the Project Case Planner and (2) submit an applicant affidavit confirming signage has been posted. The onsite sign shall remain in place through the hearing date and for 10 calendar days after the day of the hearing. If an appeal of the project is filed with the City, an updated public notice shall be provided by the Project Case Planner and the above posting procedure shall be followed and the sign remain in place until the appeal process is complete.

7. Modification Permit Findings. In order to approve a Modification Permit, the following findings must be made by the decision-making authority:

a) Approval of the Modification Permit for the rebuild proposal is consistent with the Thomas Fire Rebuild Statement;

b) Approval of the Modification Permit for the rebuild proposal is consistent with the provisions of the TF Overlay Modification Permit regulations;

c) Approval of the Modification Permit for the rebuild proposal does not significantly impair a Protectable Private View from the viewing area of an abutting primary residential structure;

d) A Height Certification by licensed surveyor has been required as condition of approval of the Modification Permit to ensure accuracy of the structure height during construction of the residence; and

e) Conditions of approval as may be necessary to enable the above findings to be made have been imposed.

8. Modification Permit Approval and Appeal Process. After public notice is provided pursuant to San Buenaventura Municipal Code Chapter 24.560, the Director or his designee shall consider any public comment and will render a decision. This decision is subject to appeal to the City Council following the procedural provisions of San Buenaventura Municipal Code Sections 24.565.050.B, 24.565.050.C, and 24.565.060.

C. Corner Lot and Main Entrance. Reconstruction of a structure on a corner lot shall maintain the preexisting main entrance orientation and relationship to front lot line pursuant to San Buenaventura Municipal Code

Section 24.110.1110 which will retain the residential pattern of the preexisting neighborhood.

**Section 7**. - **Hillside Regulations**. Reconstruction and repair of all destroyed or damaged structures in the TF Overlay shall be subject to the following provisions:

A. Ventura Hillside Voter Participation Measure Inapplicable. The Ventura Hillside Voter Participation Measure, approved by voters on November 13, 2001, does not apply to the reconstruction of a residential dwelling unit and incidental uses or structures related thereto.

B. Determining Preexisting Height. The Community Development Director will consider, but shall not be limited to, the following information, individually or collectively, to verify the preexisting height of all destroyed or damaged structures: building permit records, Lidar, County assessor records, as-built plans and site photos. The determination by the Director shall be final.

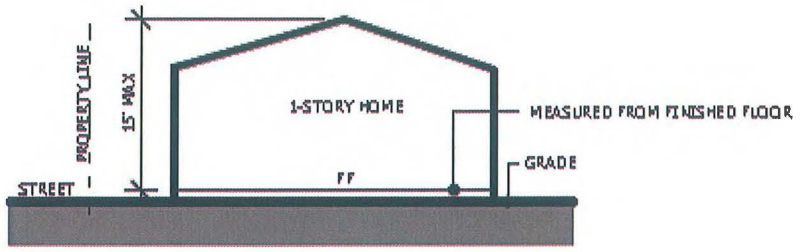
C. Exceeding Hillside Regulations. Except as provided for herein, rebuilding with a height increase will require the processing of an Administrative Variance application pursuant to the requirements of the San Buenaventura Municipal Code Chapter 24.535.

D. Height measurements in the TF Overlay. Height measurement shall occur from the general location of the preexisting primary residential structure site and shall be as follows:

1. A preexisting single-story structure may be rebuilt per the single-story height standard below; a preexisting two-story structure may be rebuilt per the two-story height standards below; and a preexisting single-story structure may be rebuilt to a two-story structure, subject to the requirement of Section 6.B.4.c.1, and per the two-story height measurement standards below.

## SINGLE STORY:

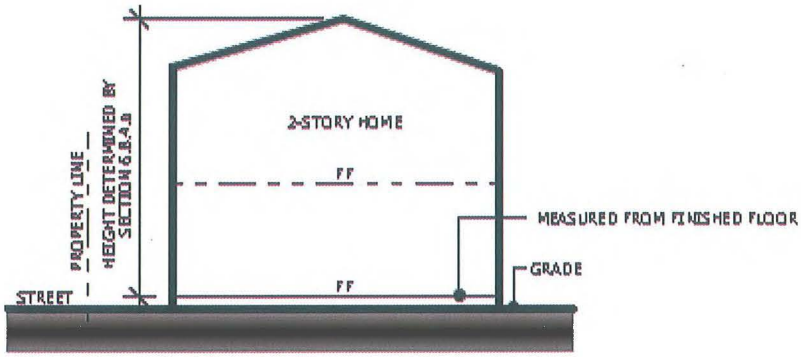
PAD - 1-STORY REBUILD ON A MINIMAL TO NO SLOPE BUILDING SITE:




MINIMAL TO **NO** SLOPE BUILDING SITE

## 2-STORY:

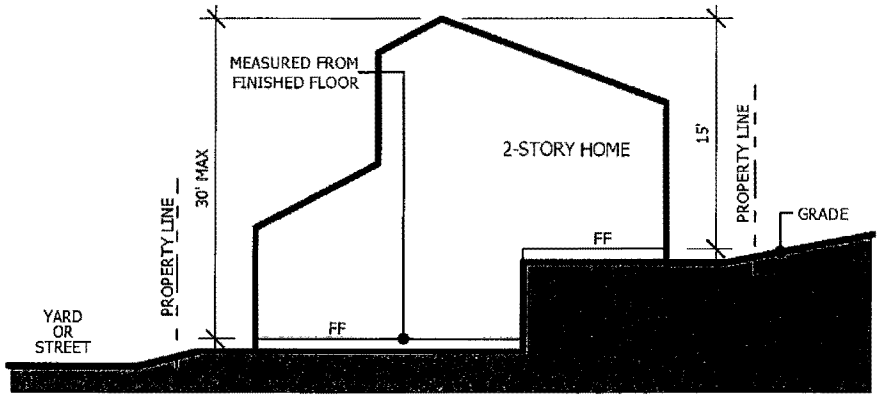
PAD - 2-STORY REBUILD ON A MINIMAL TO NO SLOPE BUILDING SITE SHALL FOLLOW THE PROVISIONS OF SECTION 6.B.4.b) HEREOF:




MINIMAL TO **NO** SLOPE BUILDING SITE

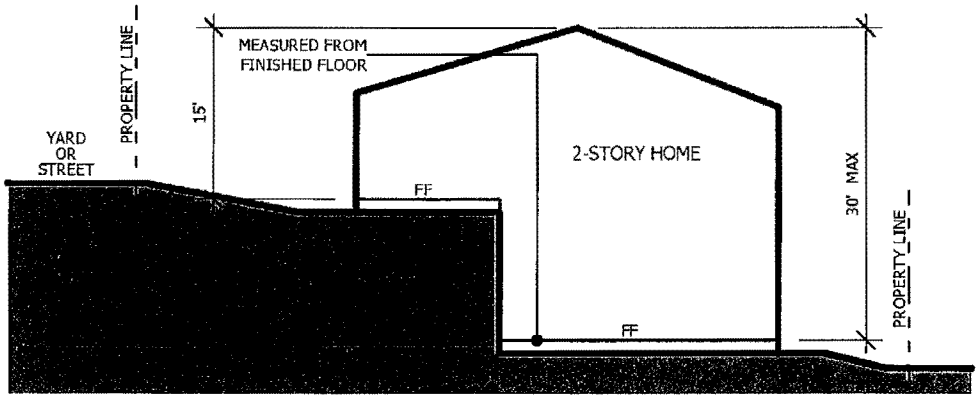
## TWO STORY:

UPSLOPE - FOR LOTS WHICH SLOPE UPHILL FROM A YARD OR STREET OF ACCESS, MEASURED FROM THE FINISHED FLOOR.




UPSLOPE LOT

DOWNSLOPE - FOR LOTS WHICH SLOPE DOWNHILL FROM A YARD OR STREET OF ACCESS. MEASURED FROM THE FINISHED FLOOR.




DOWNSLOPE LOT

2. Additional Height Regulations:

a) The definitions for basement and habitable story in the San Buenaventura Municipal Code shall apply.
b) Adding fill to pad, other than what has occurred as compaction fill due to the required Thomas Fire removal process, or construction of a raised foundation would be counted within the height measurement to avoid a property from building up the pad or foundation to increase potential height or to capture or enhance a view, except as may be allowed pursuant to Section 6.B.4.c.
c) A licensed surveyor shall prepare property line and topographic information for the rebuild application plans, which information shall be submitted with the application.

**Section 8**. - Continuance of Nonconforming Uses. Legal nonconforming uses of Qualifying Fire Damaged Structures within the TF Overlay may be re-occupied with the same use.

A. Enlargement or expansion of any legal nonconforming use is not allowed.

B. If re-occupancy does not commence within six (6) months of the issuance of a certificate of occupancy, the legal nonconforming status shall terminate, and the property shall thereafter be subject to all current City Codes.

**Section 9**. - Accessory Dwelling Units ("ADU," formerly referred to as a 2nd unit). Any legal Accessory Dwelling Unit destroyed or damaged by the Thomas Fire may be reconstructed or repaired pursuant to the nonconformity provisions of this Ordinance. Construction of a new ADU, concurrent with the reconstruction of a destroyed or damaged primary residence, must conform to the City's ADU regulations, found in San Buenaventura Municipal Code Chapter 24.430. The building permit application shall include both the ADU and the primary residence for zoning clearance and plan check.

**Section 10**. - Residential Planned Development Zoning Districts and Planned Development Permits. Properties within the TF Overlay that have a base zoning district of Residential Planned Development or a prior Planned Development permit approved on the subject property shall comply with the San Buenaventura Municipal Code development standards of said district or prior permit approval.

**Section 11**. - Variances. Properties within the TF Overlay that had a variance approved for the subject property prior to the date this Ordinance goes into effect may rebuild the relevant structure according to the development standards granted by the variance. Except for the allowances provided in Sections 6 and 7

of this Ordinance, a request to rebuild to exceed the standard granted under this Ordinance will require the processing of a discretionary Variance application pursuant to the requirements of San Buenaventura Municipal Code Chapter 24.535, subject to all findings made by the decision-maker.

**Section 12**. - Design Review. In order to facilitate expeditious reconstruction of structures damaged or destroyed by the Thomas Fire within the TF Overlay, the Design Review regulations shall be as follows:

A. R-1 Single family residential, R-2 Two Family Residential, and Accessory Dwelling Units. Reconstruction of these categories are exempt from Design Review pursuant to the San Buenaventura Municipal Code Section 24.545.040.

B. R-3 Multifamily Residential (3 or more units). If reconstruction is like for like, as defined in San Buenaventura Municipal Code Section 24.110.990, no Design Review shall be required. Design Review will be required where reconstruction is expanded in size, changed in building height or ridgeline orientation, architecture style or structural design, increased in unit number, and where a variance or other land use approval is sought. After no more than two public hearings, the Design Review Committee shall make a recommendation to the Community Development Director. After public notice is provided pursuant to San Buenaventura Municipal Code Chapter 24.560, the Director or his designee shall consider the DRC recommendation and any public comment and will render a decision.

**Section 13**. - Final Map Requirements. Nothing in this Ordinance shall exempt any new development or rebuilding from the provisions of the Subdivision Regulations, Division 26 of the San Buenaventura Municipal Code.

**Section 14**. - Land Use, Zoning or Related Code Provisions Not Addressed. Pursuant to the San Buenaventura Municipal Code Section 24.500.040, the Community Development Director shall have the authority to make determinations regarding the applicability of any land use, zoning or related code provision of the Zoning Regulations, Division 24, not addressed in the TF Overlay.

**Section 15**. - Fees. The following fees shall be applicable to the reconstruction and repair of structures destroyed or damaged by the Thomas Fire within the TF Overlay:

A. Building Permit, Fire, and Land Development fees shall be as reflected on the current Fee Schedule.

B. Planning Permit Fees. Reconstruction of all structures that do not comply with the provisions of the TF Overlay or the underlying primary zone district, and therefore require discretionary permit approval, shall be

subject to the fees adopted on the Planning Division Fee Schedule, unless otherwise established by the City Council.

C. Development Impact Fees. No development impact fees will be required to rebuild any legally permitted Qualifying Fire Damaged Structure in the TF Overlay.

**Section 16**. – Option to Use Hillside Regulations. While this Ordinance is in effect, a property owner of a Qualifying Fire Damaged Structure may elect to rebuild a structure on his/her/ their property in compliance with all zoning standards of the underlying zone, including the Hillside Height ordinance. Such election shall mean that the property owner shall not receive any of the benefits from the TF Overlay; however, the property owner shall receive building permit Expedited Review and the special fee provisions contained therein and as subsequently enacted by the City Council identified in Section 16 of the original TF Overlay and Section 15 hereof.

**Section 17**. - CEQA Findings.

Adoption of this Ordinance is exempt from the provisions of the California Environmental Quality Act ("CEQA") pursuant to Public Resources Code Section 21080(b)(3) regarding repair, restoration, demolition, or replacement of property or facilities damaged or destroyed as a result of a disaster in an area for which a state of emergency has been proclaimed by the Governor and Section 21080(b)(4) regarding actions to mitigate or prevent an emergency, and CEQA Guidelines Section 15269(a) relating to projects to maintain, repair, restore, demolish, or replace property or facilities damaged or destroyed as a result of disaster in a disaster stricken area in which a state of emergency has been proclaimed by the Governor of California pursuant to the California Emergency Services Act, commencing with Section 8550 of the Government Code, and CEQA Guidelines Section 15269(c) regarding specific actions necessary to prevent or mitigate an emergency.

**Section 18**. - Severability.

If any section, subsection, sentence, clause, or phrase of this ordinance is for any reason held to be invalid or unconstitutional by a court of competent jurisdiction, such decision will not affect the validity of the remaining portions of this ordinance. The City Council declares that it would have passed this ordinance and each and every section, subsection, sentence, clause, or phrase not declared invalid or unconstitutional without regard to whether any portion of the ordinance would be subsequently declared invalid or unconstitutional.

PASSED and ADOPTED this 10th day of September 2018.

NEAL ANDREWS
MAYOR

ATTEST:

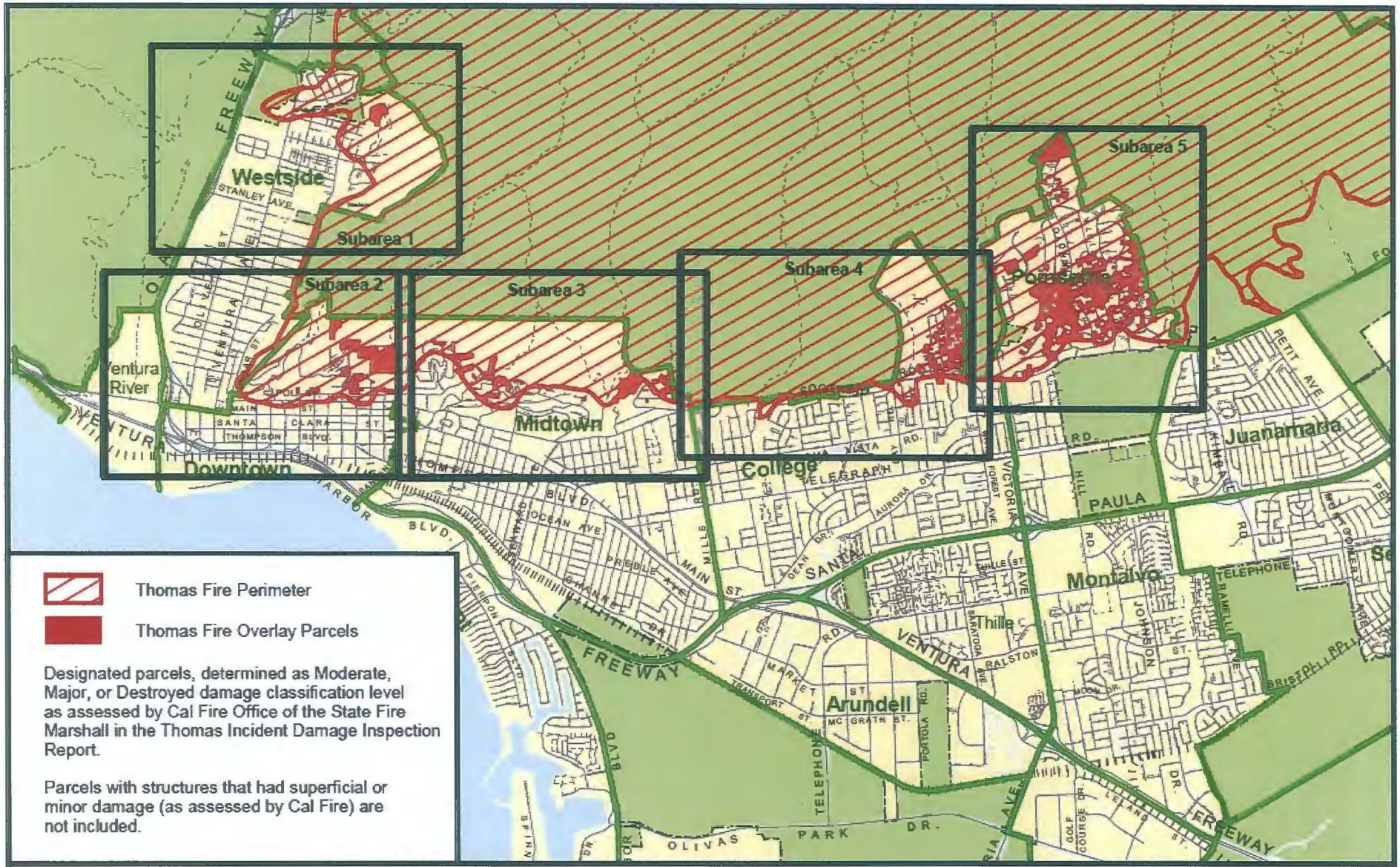
ANTOINETTE M. MANN, MMC, CRM
CITY CLERK

APPROVED AS TO FORM
Gregory G. Diaz, City Attorney

9/11/2018

GREGORY G. DIAZ Date
CITY ATTORNEY

**EXHIBITS**:
Exhibit A: Map of Thomas Fire Rebuild Overlay Zone




Subarea Map Nos. 1-5 remain on file with the Community Development Director and may only be viewed by impacted property owner or by their authorized representative.

# Thomas Fire Rebuild (TF) Overlay

**PROJ-12143; OA-2-18-43813 EXHIBIT "A"**

| 20 FEB 2018 | This map is a product of the City of San Buenaventura, California. Although reasonable efforts have been made to ensure the accuracy of this map, the City of San Buenaventura cannot guarantee its accuracy. | 1" = 4500' |
|---|---|---|

CERTIFICATION

STATE OF CALIFORNIA )
COUNTY OF VENTURA ) SS.
CITY OF SAN BUENAVENTURA )

I, ANTOINETTE M. MANN, City Clerk of the City of San Buenaventura, DO HEREBY CERTIFY that the foregoing is a full, true, and correct copy of Ordinance No. 2018-016 that was introduced by said City Council at a regular meeting held September 10, 2018, and adopted by said City Council at a regular meeting held September 10, 2018, by the following vote:

AYES: Councilmembers Nasarenko, Weir, Tracy, Heitmann, Monahan and Deputy Mayor LaVere

NOES: None

ABSENT: Mayor Andrews

I further certify that said Ordinance No. 2018-016 was published as required by law in the VENTURA COUNTY STAR, a newspaper of general circulation printed and published in said City.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of San Buenaventura, California.

Antoinette M. Mann

Antoinette M. Mann, MMC, CRM
City Clerk
City of San Buenaventura, California

September 18, 2018
Date Attested

ORDINANCE NO. _____ (CM)

**AN EMERGENCY ORDINANCE OF THE CITY OF WATSONVILLE IMPOSING A MORATORIUM ON THE ISSUANCE OF BUILDING PERMITS FOR NEW STRUCTURES OR GRADING PERMITS AND TO SUSPEND FILING OF APPLICATIONS FOR ALL BUILDING, GRADING, PLOT MAPS, AND ALL OTHER DOCUMENTS NORMALLY LEADING TO ISSUANCE OF BUILDING PERMITS BUT EXCLUDING REPAIR, REHABILITATION, DEMOLITION, OR RECONSTRUCTION OF EXISTING STRUCTURES DAMAGED AS A RESULT OF THE MAJOR EARTHQUAKE OF OCTOBER 17, 1989, AND DECLARING THE URGENCY THEREOF**

**WHEREAS,** on October 18, 1989, the City Council of the City of Watsonville declared that due to a major earthquake on October 17, 1989, that a state of emergency exists throughout the City; and

**WHEREAS,** as a result of said earthquake over 571 residential buildings and 34 commercial/industrial buildings have suffered either minor, major or complete damage; and

**WHEREAS,** the inspection of damaged buildings and the repair, rehabilitation, demolition and reconstruction of said damaged buildings must receive the utmost attention of City Staff; and

**WHEREAS,** in order to permit a reasonable period of time within which the City staff may devote to the inspection of buildings damaged as a result of said earthquake and to cause their repair, rehabilitation, demolition or reconstruction as quickly as possible, it is necessary to place a moratorium on the issuance of building permits except for repair, rehabilitation, demolition or reconstruction of existing structures, damaged as a result of the major earthquake of October 17, 1989, grading permits necessary thereto and to ban applications for all building, grading, plot maps,

and all other documents that normally lead to the issuance of building permits.

**NOW, THEREFORE, THE COUNCIL OF THE CITY OF WATSONVILLE, DOES ORDAIN AS FOLLOWS:**

**Section 1.** A moratorium is hereby declared on the issuance of building permits except for permits to repair, rehabilitate, or reconstruct structures damaged as a result of the major earthquake of October 17, 1989, and upon the issuance of grading permits necessary thereto.

**Section 2.** A moratorium is hereby declared on the filing of all applications before the Planning Department, Building Department, and Public Works Department for all building, grading, plot maps, and all other documents that normally lead to the issuance of building permits, except for repair, rehabilitation, or reconstruction of existing structures damaged as a result of the major earthquake of October 17, 1989.

**Section 3.** This ordinance shall take effect and be in force immediately upon its adoption, and shall remain in effect until forty-five (45) days from the date of its adoption, unless otherwise modified by Ordinance.

**Section 4.** This Council finds and determines that the moratorium must be imposed in order to protect and preserve the public interest, health, safety, comfort and convenience, and to preserve the public welfare; that it is necessary to preserve the public health and safety against the possibility of allowing building

construction without the possibility of adequate resources such as water supply, wastewater treatment, solid waste disposal and other services; that it is further necessary to protect all of the citizens of Watsonville against possible financial and economic losses in the event City resources and services are strained and there is demand beyond capabilities.

**Section 5.** Any provisions of the Watsonville Municipal Code or other Ordinances of the City inconsistent herewith, to the extent of such inconsistencies and no further, is suspended during the moratorium.

**Section 6.** If any provision of this ordinance is held to be unconstitutional herewith, to the extent of such inconsistencies and no further, is suspended during the moratorium.

**Section 7.** This ordinance is declared to be an emergency measure adopted pursuant to the provisions of Section 602 of the Watsonville City Charter and is necessary to preserve the public peace, health, safety and property, and the general welfare and the urgency for its adoption is set forth in the findings above.

**Section 8.** The City Clerk is hereby directed to cause this ordinance to be published once in the official newspaper within fifteen (15) days after its adoption.

**********

The foregoing emergency ordinance was introduced at a regular meeting of the Council of the City of Watsonville, held on the _____ day of _____, 1989, by Council Member _____, who moved its adoption, which motion being duly seconded by Council Member _____, was upon roll call carried and the emergency ordinance adopted by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

_____
MAYOR

ATTEST:

_____
CITY CLERK

ORDINANCE NO. _____ (CM)

**AN EMERGENCY ORDINANCE OF THE CITY OF WATSONVILLE EXEMPTING CERTAIN BUILDINGS FROM SECTION 14-20-080 OF THE WATSONVILLE MUNICIPAL CODE GOVERNING THE REPLACEMENT OF DAMAGED OR DESTROYED NON-CONFORMING USES**

**WHEREAS,** on October 18, 1989, the City Council of the City of Watsonville declared that due to a major earthquake on October 17, 1989, that a state of emergency exists throughout the City; and

**WHEREAS,** as a result of said earthquake over 571 residential buildings and 34 commercial/industrial buildings have suffered either minor, major or complete damage; and

**WHEREAS,** certain of said buildings are in immediate need of repair and rehabilitation in order to safeguard and protect the public health, safety and welfare; and

**WHEREAS,** the imposition of Section 14-20.080 of the Watsonville Municipal Code as to any buildings damaged more than sixty (60%) percent of its market value as a result of said earthquake would cause an undue hardship on the those individuals whose buildings suffered said damage; and

**WHEREAS,** it is necessary to suspend the operation of Section 14-20.080 as to any building damaged as a result of said earthquake to protect and preserve the public interest, health, safety, comfort and convenience, and preserve the public welfare by allowing the prompt repair and rehabilitation of certain said said buildings.

**NOW, THEREFORE, THE COUNCIL OF THE CITY OF WATSONVILLE, DOES ORDAIN AS FOLLOWS:**

**Section 1.** Those buildings in the City of Watsonville which have been damaged more than sixty (60%) percent of its market rate as a result of the major earthquake on October 17, 1989, and any of its aftershocks shall be exempt from the requirements of Section 14-20.080 of the Watsonville Municipal Code, provided that any such building is restored, reconstructed or used as before and that such be initiated within three (3) months and be substantially completed within six (6) months after such happening.

**Section 2.** This ordinance shall take effect and be in force immediately upon its adoption, and shall remain in effect until midnight of April 23, 1990, unless otherwise modified by Ordinance.

**Section 3.** This Council finds and determines that the exemption must be imposed in order to protect and preserve the public interest, health, safety, comfort and convenience, and to preserve the public welfare; that it is necessary to preserve the public health and safety against the possibility of illegal building repair or construction without the obtaining of building permits because a building has suffered damage in excess of sixty (60%) percent of its market value; that it is further necessary to protect all of the citizens of Watsonville against possible financial and economic losses resulting from said earthquake.

**Section 4.** Any provisions of the Watsonville Municipal Code or other Ordinances of the City inconsistent herewith, to the extent of such inconsistencies and no further, is suspended during the moratorium.

**Section 5.** If any provision of this ordinance is held to be unconstitutional herewith, to the extent of such inconsistencies and no further, is suspended during the moratorium.

**Section 6.** This ordinance is declared to be an emergency measure adopted pursuant to the provisions of Section 602 of the Watsonville City Charter and is necessary to preserve the public peace, health, safety and property, and the general welfare and the urgency for its adoption is set forth in the findings above.

**Section 7.** The City Clerk is hereby directed to cause this ordinance to be published once in the official newspaper within fifteen (15) days after its adoption.

**********

The foregoing emergency ordinance was introduced at a regular meeting of the Council of the City ofWatsonville, held on the _____ day of _____, 1989, by Council Member _____, who moved its adoption, which motion being duly seconded by Council Member _____, was upon roll call carried and the emergency ordinance adopted by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

_____
MAYOR

ATTEST:

_____
CITY CLERK