October 6, 2020

RE: Debris Removal Assistance for Property Owners Affected by the Almeda Fire

Dear Property Owner:

If your property in the city of Talent was damaged or destroyed by the Almeda fire you may qualify for financial and other assistance to remove household hazardous waste and/or ash and debris from your property. Please read this letter carefully to find out what you need to do to begin the removal process.

With this letter are two agreement forms that will allow clean-up teams the right to enter and do work on your property. At least one of these Right of Entry (ROE) forms must be filled out for you to participate in this assistance program. The form that is titled “Right of Entry Permit – Hazardous Waste Only” is only for property owners who want clean-up assistance for household hazardous waste, such as propane tanks, paint, cleaners, pesticides and garden chemicals, etc.

The second form titled “Right of Entry – All Wildfire Debris” will allow teams to do both phases of clean-up (household hazardous waste and final ash and debris removal that will allow for rebuilding on the property). We have also sent these forms via US Mail to the addresses of impacted property owners. If you received the forms through the mail you only need to sign and return a form once.

Please review the Right of Entry Form you choose carefully so you understand what you are agreeing to allow. If you have any questions regarding this program or filling out the forms, please call the Oregon Right of Entry Processing Center help line at: 1-682-800-5737.

There are several ways to return the signed form:

- Mail the signed form to this address:
  Development Services – ROE Form Enclosed
  10 South Oakdale Ave., Room 100
  Medford, OR 97501

- Hand deliver the form to the above address.

- Go online to www.jacksoncounty.org/ROE to sign a digital form.

- E-mail a scan of the signed form to ColemaRK@jacksoncounty.org.

In compliance with the Americans with Disabilities Act, if you need special assistance, please contact TTY phone number 1-800-735-2900 for English and for Spanish please contact TTY phone number 1-800-735-3896.

The City of Talent is an Equal Opportunity Provider
If you choose not to participate in the program please let us know that by checking the “I wish not to participate box,” and then sign and send the form back using one of the methods listed above.

All responses need to be returned by October 16, 2020 in order to ensure participation.

Sincerely,

*Sandra Spelliscy*

Sandra Spelliscy  
City Manager  
City of Talent
**What this Permit Does:**

1) By signing this permit you allow emergency Assistance Providers to enter your property to inspect, clear, or remove household hazardous waste, debris, and to take emergency protective measures caused by the declared emergency from the September 2020 wildfires.

2) You agree to give up any right to sue or make a claim for damages against the Assistance Providers for any resulting damage.

3) You agree to make, or allow the Assistance Providers to make, an insurance claim to reimburse the Assistance Providers for covered services provided to you.

4) You authorize your insurance carrier to provide policy and claim information to the Assistance Providers relating to your claim for the coverage of debris removal services.

5) All personal information will be removed from any documentation prior to being sent to federal government or agency.

*This summary is subject to the full descriptions provided below.

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**Grant of Right of Entry:** By signing below the property Owner, tenant, or authorized agent collectively (“Owner”), hereby unconditionally authorizes the Assistance Providers (Jackson County, the State of Oregon, tribal governments, the United States of America including the Federal Emergency Management Agency (FEMA), and participating Voluntary Organizations Active in Disaster (VOAD) and their respective assigns, employees, agents, and contractors) to have the right of access and to enter in and onto the property, and all related appurtenances thereto described below for the purpose of performing work described below in “Scope of Work” resulting from the declared emergency due to the September 2020 wildfires at no expense to Owner which may threaten public health or safety, or public or private property, and to ensure economic recovery.

It is fully understood that this Right-of-Entry Permit (ROE) does not create any obligation on the part of the Assistance Providers to perform inspections, remove debris, and undertake emergency protective measures to the Property. Owner understands that no work will be performed until this ROE is completed in full. If Owner is a landlord, Owner agrees that Assistance Providers will be acting as landlord’s agent for purposes of ORS 90.322 and ORS 90.727

**Time Period:** The ROE shall expire the earlier of either: when the debris removal work is complete; or, 2 years after this form is signed; unless it is cancelled sooner than that according to the terms herein. The Assistance Providers – Indemnification- Hold Harmless provisions, once signed, survive the termination of the ROE.

**Scope of Work and Disclosures:** Removal or clearing of wildfire generated hazardous substances, debris or wreckage and/or inspections necessary to assess damage and scope necessary to complete the aforementioned work. By signing this ROE, Owner acknowledges that none, some, or all of the following work may be performed pursuant to this ROE and FEMA policy. Owner understands and accepts that the entity performing debris removal on behalf of the Assistance Providers 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 fireplaces, chimneys, structural foundations and trees deemed hazardous to work crews may also be removed pursuant to
this Permit and that the work may involve the use of raw or unfinished materials to provide only emergency protective measures necessary.

**Assistance Providers – Indemnification- Hold Harmless:** The Owner acknowledges that the Assistance Providers’ decisions on whether, when, where, and how to provide disaster relief to Owner’s property are discretionary functions. Additionally, the undersigned hereby indemnifies and holds harmless the Assistance Providers 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”), as well as any and all actions, either legal or equitable, which the undersigned has, or that might arise, of any nature whatsoever and by whomever made, or may have, by reason of or incident to any decision or action of aforesaid Assistance Providers taken or not taken in connection with entry onto the Property or to accomplish the aforementioned work.

**Duty to Apply for Insurance Benefits:** I understand that Federal law (42 U.S.C. § 5155) requires me to reimburse the Assistance Providers the cost of removing wildfire generated debris to the extent covered by any other source including FEMA, Small Business Administration, private insurance, or any other public assistance program. At the sole discretion of the Assistance Providers, Owner shall either:
(a) Make a claim against any applicable insurance policy related to the work performed by the Assistance Providers under this ROE for debris removal and reimburse the Assistance Providers within thirty (30) calendar days of receipt of any such insurance proceeds for the cost of the work performed by the Assistance Providers under this ROE for debris removal; or
(b) Assign to one or more of the Assistance Providers the right to make a claim against any applicable insurance policy and the right directly to receive payment for that claim. Owner shall provide notice of this assignment to all applicable insurers.

**Release of Insurance Policy and Claim Information:** Owner acknowledges that an insurance claim has been, or will be, presented to Owner’s insurance company as a result of the declared emergency for the losses and damages occurring at the property listed above. The Owner authorizes the insurance carrier to provide policy and claim information to the Assistance Providers, or assigns, relating to the coverage of debris removal services for the declared September 2020 wildfires emergency only.

**Authority to Sign:** Owner represents and warrants that Owner has full power and authority to execute and fully perform Owner’s obligations under this ROE. If Owner is an entity, Owner also represents and warrants that Owner has such power and authority pursuant to its governing instruments, without the need for any further action, and that the person(s) executing this ROE on behalf of Owner are the duly designated agents of Owner and are authorized to do so. Owner expressly represents and warrants that fee title to the Premises is vested solely in Owner.

**Property Access:** This ROE includes the right of ingress and egress on other lands of the Owner not described above, provided such ingress and egress is necessary and not otherwise conveniently available to the Assistance Providers. All tools, equipment, and other property taken upon or placed upon the property by the Assistance Providers shall remain the property of the Assistance Providers and may be removed by the Assistance Providers at any time within a reasonable period after the expiration of this ROE, if necessary.

**Duty of Truthfulness:** Owner understands that any individual who fraudulently or willfully misstates any fact in connection with this ROE shall be subject to a fine as provided under 18 U.S.C. § 1001 or imprisoned for not more than five years or both.
Information Sharing: Information is collected to make it possible for the Government, its employees, agents, contractors and/or representatives to enter your property, inspect for damage, and/or undertake emergency protective measures. Information submitted will be shared with other government agencies, Federal and nonfederal, their contractors, subcontractors and employees, as well as with voluntary agencies performing inspections and/or emergency protective, for official use only in accordance with the purposes stated in this ROE.

Disclosure is voluntary: However, failure to disclose the information will make it impossible for us to inspect your property or undertake emergency protective measures which may delay or prevent the provision of disaster services and/or assistance.

Contact Information:
Jackson County Development Services
10 South Oakdale Ave., Room 100, Medford, OR 97501
www.jacksoncounty.org/ROE
Right of Entry Phone Line: +1 682-800-5737

| Address: Owner/Tenant Name: (Circle one) __________________________________________________________ |
| Map & Tax Lot No. (This can be found on mailing label of envelope): ________________________________ |
| Household FEMA No.: ________________________________________________________________________ |
| Property Address: __________________________________________________________________________ |
| City: __________________________ State: __________________________ |

Owner’s Contact Information: (Information To Be Kept Confidential by Assistance Providers)
Mailing Address: __________________________________________________________________________ |
City: __________________________ State: __________________________ |
Date of Birth: ____________________________________________________________________________ |
Driver’s License: __________________________ State of Issuance: __________________________ |
Phone: 1. ( ) - 2. ( ) - __________________________________________________________ |
E-mail: ________________________________________________________________________________ |
Date: __________________________________________ |

Insurance
This property (___ is ___ is not) insured. (check one)
If tenant: does insurance cover real property: (yes/no)
Insurance Co. __________________________________________________________________________ |
Agent: ________________________________________________________________________________ |
Agent Phone: __________________________ Address for claims: __________________________ |
Policy No.: ____________________________________________________________________________ |
Claim No.: ____________________________________________________________________________ |

Secondary Insurance Co. __________________________________________________________________ |
Agent: ________________________________________________________________________________ |
Agent Phone: __________________________ Address for claims: __________________________ |
Policy No.: ____________________________________________________________________________ |
Claim No.: ____________________________________________________________________________ |

Additional Insurance Co. __________________________________________________________________ |
Agent: ________________________________________________________________________________ |
Agent Phone: __________________________ Address for claims: __________________________ |
Policy No.: ____________________________________________________________________________ |
Claim No.: ____________________________________________________________________________ |
RIGHT OF ENTRY PERMIT – ALL WILDFIRE DEBRIS

<table>
<thead>
<tr>
<th>For FEMA/State/local/Tribal Use Only:</th>
</tr>
</thead>
<tbody>
<tr>
<td>ROE Permit No.:</td>
</tr>
<tr>
<td>GPS Location – Long:</td>
</tr>
<tr>
<td>Remarks:</td>
</tr>
<tr>
<td>Parcel No.:</td>
</tr>
</tbody>
</table>

**Signatures:**

☐ I agree to the terms of the Right of Entry Permit freely.

_______________________________________  ________________________________________
Owner Signature  Date  Co-Owner Signature (if applicable)  Date

Approved by Assistance provider and verified that the property, APN, and Owner are accurate and meet the eligibility requirements of Program.

_______________________________________
Assistance Provider

OR

☐ I do not wish to participate in the program.

_______________________________________  ________________________________________
Owner Signature  Date  Co-Owner Signature (if applicable)  Date
What this Permit Does:

1) By signing this permit you allow emergency Assistance Providers to enter your property to inspect, clear, and remove **household hazardous waste only** caused by the declared emergency from the September 2020 wildfires. **IF YOU WOULD LIKE TO PARTICIPATE IN FUTURE DEBRIS REMOVAL PROGRAMS DO NOT SIGN THIS FORM.**

2) You agree to give up any right to sue or make a claim for damages against the Assistance Providers for any resulting damage.

3) You agree to make, or allow the Assistance Providers to make, an insurance claim to reimburse the Assistance Providers for covered services provided to you.

4) You authorize your insurance carrier to provide policy and claim information to the Assistance Providers relating to your claim for the coverage of debris removal services.

5) All personal information will be removed from any documentation prior to being sent to federal government or agency.

*This summary is subject to the full descriptions provided below.*

Grant of Right of Entry: By signing below the property Owner, tenant, or authorized agent collectively ("Owner"), hereby unconditionally authorizes the Assistance Providers (Jackson County, the State of Oregon, tribal governments, the United States of America including the Federal Emergency Management Agency (FEMA), and participating Voluntary Organizations Active in Disaster (VOAD) and their respective assigns, employees, agents, and contractors) to have the right of access and to enter in and onto the property, and all related appurtenances thereto described below for the purpose of performing work described below in “Scope of Work” resulting from the declared emergency due to the September 2020 wildfires **at no expense to Owner** which may threaten public health or safety, or public or private property, and to ensure economic recovery. It is fully understood that this Right-of-Entry Permit (ROE) does not create any obligation on the part of the Assistance Providers to perform inspections, remove hazardous substances. Owner understands that no work will be performed until this ROE is completed in full. If Owner is a landlord, Owner agrees that Assistance Providers will be acting as landlord’s agent for purposes of ORS 90.322 and ORS 90.727

Time Period: The ROE shall expire 90 days after this form is signed, unless it is cancelled sooner than that according to the terms herein. The Assistance Providers – Indemnification - Hold Harmless provisions, once signed, survive the termination of the ROE.

Scope of Work and Disclosures: Inspections, removal or clearing of wildfire generated hazardous substances. By signing this ROE, Owner acknowledges that none, some, or all of the following work may be performed pursuant to this ROE and FEMA policy. Owner understands and accepts that the entity performing hazardous substances removal on behalf of the Assistance Providers will determine on a case-by-case basis what materials qualify to be removed from the site.

Assistance Providers – Indemnification- Hold Harmless: The Owner acknowledges that the Assistance Providers' decisions on whether, when, where, and how to provide disaster relief to Owner's property are discretionary functions. Additionally, the undersigned hereby indemnifies and hold harmless the Assistance
Providers 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”), as well as any and all actions, either legal or equitable, which the undersigned has, or that might arise, of any nature whatsoever and by whomever made, or may have, by reason of or incident to any decision or action of aforesaid Assistance Providers taken or not taken in connection with entry onto the Property or to accomplish the aforementioned work.

Duty to Apply for Insurance Benefits: I understand that Federal law (42 U.S.C. § 5155) requires me to reimburse the Assistance Providers the cost of removing wildfire generated debris to the extent covered by any other source including FEMA, Small Business Administration, private insurance, or any other public assistance program. At the sole discretion of the Assistance Providers, Owner shall either:
(a) Make a claim against any applicable insurance policy related to the work performed by the Assistance Providers under this ROE for debris removal and reimburse the Assistance Providers within thirty (30) calendar days of receipt of any such insurance proceeds for the cost of the work performed by the Assistance Providers under this ROE for debris removal; or
(b) Assign to one or more of the Assistance Providers the right to make a claim against any applicable insurance policy and the right directly to receive payment for that claim. Owner shall provide notice of this assignment to all applicable insurers.

Release of Insurance Policy and Claim Information: Owner acknowledges that an insurance claim has been, or will be, presented to Owner’s insurance company as a result of the declared emergency for the losses and damages occurring at the property listed above. The Owner authorizes the insurance carrier to provide policy and claim information to the Assistance Providers, or assigns, relating to the coverage of debris removal services for the declared September 2020 wildfires emergency only.

Authority to Sign: Owner represents and warrants that Owner has full power and authority to execute and fully perform Owner’s obligations under this ROE. If Owner is an entity, Owner also represents and warrants that Owner has such power and authority pursuant to its governing instruments, without the need for any further action, and that the person(s) executing this ROE on behalf of Owner are the duly designated agents of Owner and are authorized to do so. Owner expressly represents and warrants that fee title to the Premises is vested solely in Owner.

Property Access: This ROE includes the right of ingress and egress on other lands of the Owner not described above, provided such ingress and egress is necessary and not otherwise conveniently available to the Assistance Providers. All tools, equipment, and other property taken upon or placed upon the property by the Assistance Providers shall remain the property of the Assistance Providers and may be removed by the Assistance Providers at any time within a reasonable period after the expiration of this ROE, if necessary.

Duty of Truthfulness: Owner understands that any individual who fraudulently or willfully misstates any fact in connection with this ROE shall be subject to a fine as provided under 18 U.S.C. § 1001 or imprisoned for not more than five years or both.

Information Sharing: Information is collected to make it possible for the Government, its employees, agents, contractors and/or representatives to enter your property, inspect for damage, and/or undertake emergency protective measures. Information submitted will be shared with other government agencies, Federal and nonfederal, their contractors, subcontractors and employees, as well as with voluntary agencies performing inspections and/or emergency protective, for official use only in accordance with the purposes stated in this ROE.
Disclosure is voluntary: However, failure to disclose the information will make it impossible for us to inspect your property or undertake emergency protective measures which may delay or prevent the provision of disaster services and/or assistance.

Contact Information:
Jackson County Development Services
ROE Form Enclosed
10 South Oakdale Ave., Room 100, Medford, OR 97501
www.jacksoncounty.org/ROE
Right of Entry Phone Line: +1 682-800-5737

Address:
Owner/Tenant Name: (Circle one) __________________________________________________________
Map & Tax Lot No. (This can be found on mailing label of envelope):
Household FEMA No.:
Property Address: __________________________________________________________
City: __________________________________ State: ____________________________

Owner’s Contact Information: (Information To Be Kept Confidential by Assistance Providers)
Mailing Address: __________________________________________________________
City: __________________________________ State: ____________________________
Date of Birth: __________________________________________________________
Driver’s License: _________________________ State of Issuance: ________________________
Phone: 1. (    ) - 2. (    ) - ____________________________
E-mail: ____________________________
Date: ____________________________

Insurance
This property (___ is ___ is not) insured. (check one)
If tenant: does insurance cover real property: (yes/no)
Insurance Co. __________________________________________________________
Agent: ____________________________ Address for claims: ____________________________
Policy No.: ____________________________
Claim No.: ____________________________

Secondary Insurance Co. __________________________________________________________
Agent: ____________________________ Address for claims: ____________________________
Policy No.: ____________________________
Claim No.: ____________________________

Additional Insurance Co. __________________________________________________________
Agent: ____________________________ Address for claims: ____________________________
Policy No.: ____________________________
Claim No.: ____________________________

For FEMA/State/local/Tribal Use Only:
ROE Permit No.: ____________________________ Age of Structure: ____________________________
GPS Location – Long: ____________________________ Lat: ____________________________
Remarks: __________________________________________________________
Parcel No.: __________________________________________________________
RIGHT OF ENTRY PERMIT – HAZARDOUS WASTE ONLY

Signatures:

☐ I agree to the terms of the Right of Entry Permit – (Hazardous Waste Only) freely.

_____________________________  ________________________________  
Owner Signature                  Date                      Co-Owner Signature (if applicable)  Date

Approved by Assistance provider and verified that the property, APN, and Owner are accurate and meet the eligibility requirements of Program.

______________________________
Assistance Provider

OR

☐ I do not wish to participate in the program.

_____________________________  ________________________________  
Owner Signature                  Date                      Co-Owner Signature (if applicable)  Date
2020 Oregon Wildfire Recovery - What’s next for people whose homes or businesses burned?

wildfire.oregon.gov

Español/Spanish

Sign up to get updates on wildfire debris removal

Getting started

The State of Oregon is working with federal, state and local partners to safely address ash and debris from the 2020 Oregon wildfires. Removing fire debris is a two-step cleanup process. Step 1 is clearing properties of household hazardous waste to minimize exposure of hazardous materials to the public. Step 2 is removal of ash, debris and burned-out structures.

**Step 1: Household hazardous waste removal – No cost to property owners**

Before you can rebuild, your property must be cleared of household hazardous waste or other hazardous substances. Crews that specialize in identifying and removing hazardous substances will visit properties, determine what hazardous materials need to be removed, and remove them for safe disposal. **This service is funded by federal and state government and provided free of charge to property owners in Clackamas, Douglas, Jackson, Klamath, Lane, Lincoln, Linn and Marion counties.**

Household hazardous waste includes fuel and petroleum, pool chemicals, car batteries, antifreeze, used oil filters, solvents, fertilizers, pesticides, propane tanks, disinfectants, aerosols, paint, bleach, and ammunition. Crews will also safely identify and dispose of large pieces of asbestos materials.

**IMPORTANT:** Property owners must sign an access agreement by October 16 to allow cleanup crews onto their property. Contact your county to find more information about how to submit your access agreement.

**Step 2: Ash and debris removal**

Ash and debris removal (Step 2) cannot begin until household hazardous waste removal (Step 1) is complete. State, county, and federal partners are actively working to develop options for ash and debris removal. Check back here for the latest information as it develops.
Frequently asked questions

**Who is responsible for the hazardous waste and debris removal?**

The State of Oregon’s Debris Management Task Force is overseeing a coordinated effort by federal, state, and local government agencies to address hazardous waste and debris removal. The task force consists of the Office of Emergency Management, Oregon Department of Transportation and Oregon Department of Environmental Quality. Step 1: The U.S. Environmental Protection Agency will assess and remove household hazardous waste from burned-out properties. This work will be funded by FEMA and the State of Oregon. State, county and federal partners are actively working to develop options for Step 2: Ash and debris removal.

**What will the hazardous waste and debris removal cost me?**

The Step 1: Household hazardous waste removal will be provided at no cost to property owners. Federal and state governments are covering the costs of household hazardous waste removal. Property owners must sign an access agreement by October 16 to allow cleanup crews onto their property. Contact your county to find more information about how to submit your access agreement.

State, county, and federal partners are actively working to develop options for Step 2: Ash and debris removal.

**Are commercial or industrial properties included in hazardous waste & debris removal efforts?**

Yes.

**What if I want to take care of the cleanup myself?**

If you choose to clean up hazardous materials, it will be at your own cost. Removal of household hazardous waste and debris can be an incredibly expensive process, costing as much as $75,000. Even with insurance, a majority of this cost may not be covered. The state and federal government is committed to paying for removal of household hazardous waste, which means that property owners can reserve their insurance funds for other recovery efforts.
DEQ and EPA strongly urge individual property owners not to remove hazardous materials and debris themselves because of the potential risks to health and safety. However, if you take on cleanup yourself, please consider the following:

- **Contact your insurance provider** before you begin cleanup to learn of requirements they may have for reimbursement.
- Contact your county or city code enforcement agency to determine their cleanup requirements for new construction permits.
- Before cleaning up ash and other debris, **get the material tested** to determine if it contains asbestos. State rules govern various aspects of managing and removing asbestos. Refer to guidance on [DEQ's asbestos webpage](#) or contact DEQ prior to starting any demolition activities. If it contains asbestos, hire a **licensed asbestos abatement contractor**.
- Contact your local waste disposal site to learn what requirements they have for waste acceptance. Many landfills require specific documentation of the waste you drop off so they can handle it properly and comply with regulations. This can include lab results to determine what hazardous materials are in your debris. If you do not have the proper documentation, you may not be allowed to dispose of your debris.
- Cover ash and debris loads during transport.
- Recycle metal, concrete and wood debris. Clean recyclable materials with water prior to transport to reduce the spread of asbestos or other contaminants in the ash. Do not discharge water containing ash into the stormwater system or surface waters, as it can cause water quality issues.
- **Follow safety precautions outlined here.**

**Do undocumented residents qualify for hazardous waste and debris removal?**

Yes. The property owner just needs to sign an access agreement to allow cleanup crews on their property. The access agreement is called a Right of Entry form. Personal information will not be shared with the federal government. Contact your county to find more information about how to submit your access agreement.

**How can I stay safe while I search through my destroyed property for any remaining valuables?**

If you choose to return to your property, follow these safety tips to protect yourself and your family.

**How will I know when my property has been cleared of hazardous waste?**

Your county will be working with EPA and DEQ to track progress on property cleanup. Check with your county for the latest information.
Why this process is important

We understand that, as Oregonians, we want to return to our communities and begin the recovery process. Waiting for a larger process to get set up can seem frustrating, but there are important reasons for doing this.

1. Save Money

Removal of household hazardous waste and debris can be an incredibly expensive process, costing as much as $75,000. Even with insurance, a majority of this cost may not be covered. The state is committed to paying for removal of household hazardous waste, which means that property owners can reserve their insurance funds for other recovery efforts.

2. FEMA Reimbursement and Eligibility

Currently, FEMA has only approved certain materials for removal and reimbursement, and very specific documentation procedures must be followed. The state will be paying for EPA cleanup teams to come out and do this work, which removes the financial risk from local property owners.

3. Threat to Your Health

Doing your own cleanup without proper protection puts your health at risk. Burned materials are hazardous and require more than gloves and a mask to protect your health. Buildings constructed before 2004 are likely to contain asbestos, which is carcinogenic.

4. Difficult to Dispose

Many landfills require specific documentation of the waste people drop off so they can handle it properly and comply with their regulation. This can include lab results to determine what hazardous materials are in your debris. If you do not have the proper documentation, you may not be allowed to dispose of your debris.
Recuperación de los incendios forestales de Oregón 2020: ¿Qué sigue para la gente cuyos hogares o negocios se quemaron?

wildfire.oregon.gov

Inglés/English

Primeros pasos
El Estado de Oregón está trabajando con socios federales, estatales y locales para abordar de manera segura las cenizas y los escombros de los incendios forestales de Oregón de 2020. La remoción de los restos del incendio es un proceso de limpieza de dos pasos. El paso 1 es limpiar las propiedades de los desechos peligrosos del hogar para minimizar la exposición de los materiales peligrosos al público. El paso 2 es la remoción de cenizas, escombros y estructuras quemadas.

Paso 1: Remoción de los desechos peligrosos del hogar – Sin costo para los propietarios
Antes de que pueda reconstruir, su propiedad debe ser limpiada de residuos domésticos peligrosos u otras sustancias peligrosas. Las cuadrillas que se especializan en identificar y eliminar sustancias peligrosas visitarán las propiedades, determinarán qué materiales peligrosos deben eliminarse y los retirarán para su eliminación segura. Este servicio está financiado por el gobierno federal y estatal y se proporciona gratuitamente a los propietarios de los condados de Clackamas, Douglas, Jackson, Klamath, Lane, Lincoln, Linn and Marion.

Los desechos domésticos peligrosos incluyen combustible y petróleo, productos químicos para piscinas, baterías de automóvil, anticongelante, filtros de aceite usados, disolventes, fertilizantes, pesticidas, tanques de propano, cilindros de alta presión, desinfectantes, aerosoles, pintura, lejía, municiones y más. Los equipos también identificarán y eliminarán de forma segura grandes piezas de materiales de asbesto.

IMPORTANTE: Los propietarios deben firmar un acuerdo de acceso antes del 16 de octubre para permitir que los equipos de limpieza entren en su propiedad. La información personal no será compartida con el gobierno federal. Contacte con
su condado para encontrar más información sobre cómo presentar su acuerdo de acceso:

**Paso 2: Remoción de cenizas y escombros**

La remoción de cenizas y escombros (Paso 2) no puede comenzar hasta que se complete la remoción de los desechos peligrosos del hogar (Paso 1). Los socios estatales, del condado y federales están trabajando activamente para desarrollar opciones para la remoción de cenizas y escombros. Vuelva aquí para ver la información más reciente a medida que se desarrolla.

**PREGUNTAS FRECUENTES**

**¿Quién es el responsable de la eliminación de desechos y escombros peligrosos?**

El Equipo de Tareas de Gestión de Escombros del Estado de Oregón supervisa un esfuerzo coordinado de los organismos gubernamentales federales, estatales y locales para abordar la eliminación de desechos y escombros peligrosos. El equipo de tareas está formado por la Oficina de Gestión de Emergencias, el Departamento de Transporte de Oregón y el Departamento de Calidad Ambiental de Oregón. Paso 1: La Agencia de Protección Ambiental de los EE.UU. evaluará y eliminará los residuos domésticos peligrosos de las propiedades quemadas. Este trabajo será financiado por la FEMA y el Estado de Oregón. Los socios estatales, del condado y federales están trabajando activamente para desarrollar opciones para el Paso 2: Remoción de cenizas y escombros.

**¿Cuánto me costará la remoción de desechos y escombros peligrosos?**

El paso 1: La remoción de los desechos peligrosos del hogar se proporcionará sin costo alguno a los propietarios. El gobierno federal y los gobiernos estatales están cubriendo los costos de la remoción de los desechos domésticos peligrosos. Los propietarios deben firmar un acuerdo de acceso antes del 16 de octubre para permitir que los equipos de limpieza entren en su propiedad. Contacte con su condado para encontrar más información sobre cómo presentar su acuerdo de acceso.

Los socios estatales, del condado y federales están trabajando activamente para desarrollar opciones para el Paso 2: Remoción de cenizas y escombros.
¿Se incluyen las propiedades comerciales o industriales en los esfuerzos de eliminación de desechos y escombros peligrosos?

Sí.

¿Y si quiero encargarme de la limpieza yo mismo?

Si decide limpiar los materiales peligrosos, será a su propio costo. La remoción de desechos y escombros peligrosos del hogar puede ser un proceso increíblemente caro, que cuesta hasta $75,000. Incluso con el seguro, la mayor parte de este costo puede no estar cubierto. El gobierno estatal y federal se ha comprometido a pagar por la remoción de los desechos domésticos peligrosos, lo que significa que los propietarios pueden reservar sus fondos de seguro para otros esfuerzos de recuperación.

El DEQ y la EPA instan encarecidamente a los propietarios individuales a que no retiren ellos mismos los materiales y escombros peligrosos debido a los riesgos potenciales para la salud y la seguridad. Sin embargo, si usted mismo se encarga de la limpieza, por favor considere lo siguiente:

- **Contacte con su proveedor de seguros** antes de comenzar la limpieza para conocer los requisitos que pueden tener para el reembolso.
- **Contacte con la agencia de aplicación del código de su condado o ciudad** para determinar sus requisitos de limpieza para los nuevos permisos de construcción.
- **Antes de limpiar las cenizas y otros escombros**, haga que el material sea analizado para determinar si contiene asbesto. Las normas estatales rigen varios aspectos de la gestión y la eliminación del asbesto. Consulte la guía en La página web sobre el asbesto del DEQ o contacte al DEQ antes de comenzar cualquier actividad de demolición. Si contiene asbesto, contrate a un contratista con licencia para la eliminación del asbesto.
- **Contacte con su sitio local de eliminación de residuos** para saber qué requisitos tienen para la aceptación de residuos. Muchos vertederos requieren una documentación específica de los residuos que deja para que puedan manejarlos adecuadamente y cumplir con los reglamentos. Esto puede incluir resultados de laboratorio para determinar qué materiales peligrosos hay en sus escombros. Si no tiene la documentación adecuada, puede que no se le permita deshacerse de sus escombros.
- **Cubra las cargas de cenizas y escombros durante el transporte.**
- **Recicle los restos de metal, hormigón y madera.** Limpie los materiales reciclables con agua antes de su transporte para reducir la propagación del asbesto u otros
contaminantes en la ceniza. No descargue agua que contenga cenizas en el sistema de aguas pluviales o en las aguas superficiales, ya que puede causar problemas de calidad del agua.

- **Siga las precauciones de seguridad indicadas aquí.**

**¿Califican los residentes indocumentados para la remoción de desechos y escombros peligrosos?**

Sí. El propietario solo tiene que firmar un acuerdo de acceso para permitir que los equipos de limpieza entren en su propiedad. El acuerdo de acceso se llama formulario de Derecho de Entrada. La información personal no será compartida con el gobierno federal. Contacte con su condado para encontrar más información sobre cómo presentar su acuerdo de acceso.

**¿FEMA está proporcionando alojamiento temporal mientras espero la limpieza?**

Hay varias maneras en que se puede disponer de un alojamiento temporal.

1. Las personas que se encuentran actualmente en viviendas proporcionadas por la Cruz Roja pueden permanecer allí hasta que los residuos sean eliminados.
2. El seguro individual de las personas puede cubrir el alojamiento temporal mientras esperan la limpieza.
3. Las personas pueden ser elegibles para la asistencia de alquiler a través de FEMA.

**¿Cómo puedo estar seguro mientras busco en mi propiedad destruida cualquier objeto de valor restante?**

Si decide volver a su propiedad, siga estos consejos de seguridad para protegerse a usted y su familia.

**¿Cómo sabré cuando mi propiedad haya sido limpiada de residuos peligrosos?**

Su condado trabajará con la EPA y el DEQ para seguir el progreso de la limpieza de la propiedad. Consulte con su condado para obtener la información más reciente.
Por qué este proceso es importante

Entendemos que, como habitantes de Oregón, queremos volver a nuestras comunidades y comenzar el proceso de recuperación. Esperar a que se establezca un proceso más grande puede parecer frustrante, pero hay razones importantes para hacerlo.

1. Ahorro de dinero

La remoción de desechos y escombros peligrosos del hogar puede ser un proceso increíblemente caro, que cuesta hasta $75,000. Incluso con el seguro, la mayor parte de este costo puede no estar cubierto. El estado se ha comprometido a pagar por la remoción de los desechos domésticos peligrosos, lo que significa que los propietarios pueden reservar sus fondos de seguro para otros esfuerzos de recuperación.

2. Reembolso y elegibilidad de FEMA

Actualmente, FEMA solo ha aprobado ciertos materiales para su retirada y reembolso, y se deben seguir procedimientos de documentación muy específicos. El estado pagará para que los equipos de limpieza de la EPA salgan a hacer este trabajo, lo que elimina el riesgo financiero de los propietarios locales.

3. Amenaza para su salud

Hacer su propia limpieza sin la protección adecuada pone en riesgo su salud. Los materiales quemados son peligrosos y requieren algo más que guantes y una mascarilla para proteger su salud. Es probable que los edificios construidos antes de 2004 contengan asbesto, el cual es cancerígeno.

4. Dificultad para desechar

Muchos vertederos requieren una documentación específica de los residuos que las personas dejan para que puedan manejarlos adecuadamente y cumplir con su reglamentación. Esto puede incluir resultados de laboratorio para determinar qué materiales peligrosos hay en sus escombros. Si no tiene la documentación adecuada, puede que no se le permita deshacerse de sus escombros.
Debris Removal

Cleaning up after a fire is traumatic. As you go through this process, it’s important to protect yourself and the environment as you begin the first steps to recovery.

Should I try to clean up my property myself?

Jackson County and the Cities of Phoenix and Talent are currently recommending that you do not attempt to clean up your property yourself.

Reasons for this recommendation are as follows:

• There may be hazards such as asbestos fibers, toxic chemicals, hazardous trees and structural hazards on your property.
• Complying with state and federal hazardous waste laws is complex and requires special licenses and certifications.
• Many homeowner insurance policies may not cover the full cost of the cleanup.
• Plans are currently being developed by the state to clean properties on a comprehensive and systematic basis. This will take some time, but there are large benefits to individual property owners.
• A single coordinated approach will avoid blight and help maintain property values. It ensures your cleanup will be in compliance with Federal and State regulations.

We are expecting the Oregon Department of Environmental Quality, using US EPA strike teams, to arrive on scene in mid October to begin household hazardous waste cleanup. This is the first step in this cleanup process.

Fire debris can include hazards such as:

• Tiny particles of dust, dirt, and soot that can easily become airborne and inhaled
• Toxic amounts of heavy metals including arsenic, cadmium, copper, lead, and mercury
• Asbestos
• Material such as propane tanks, air conditioners, batteries, cleaning products, pesticides, and herbicides that are hazardous or require special handling and disposal
If you choose to remove debris yourself, please do the following:

**Protect yourself.**
Make sure it is safe to start work. Get clearance from the appropriate authorities supervising the fire clean-up. Follow your jurisdiction’s procedures. Identify and mitigate hazards such as damaged trees and unstable structures. Wear a N95 mask, gloves, safety glasses, & sturdy shoes.

**When possible...**
Any clean up of the impacted properties should be conducted by professionals who have the appropriate expertise for these activities.

**Don’t wash it down the drain.**
Never wash waste or debris into storm drains. Using a broom or a low pressure hose you may push very small amounts of ash onto soil or landscaped areas.

**Know what you have, segregate materials, dispose of properly.**
Debris removal requires approval from the Cities of Talent and Phoenix. Contact your city for info. Different types of materials are disposed of differently. Contact your Disposal Company so you know how to dispose of ash, metal, and hazardous materials, including vehicles, appliances, medical waste, and contaminated soil.

**Use caution around debris.**
- Be aware of electrical hazards.
- Wear sturdy footwear, eye goggles, a properly fitted N95 or KN95 respirator, and heavy-duty work gloves.
- Cloth face coverings, paper masks, or bandannas are not effective at filtering out fine airborne ash, dust, or asbestos fibers.
- Don’t use a leaf blower.
- Children should not be involved in cleanup activities.

**Important information:**
- If you see a spill or hazardous material, call the DEQ 1-888-997-7888 or report online at: oregon.gov/deq/Get-Involved/Pages/File-Pollution-Complaint.aspx
- If there is a spill that poses a threat to public health and safety, call 911.
- How to safely manage ash and debris from burned buildings: ordeq.org/afterthefire
- Advice for returning to a home that survived a wildfire: ordeq.org/returninghome
- City of Talent: (541) 535-1566
- City of Phoenix: joe.slaughter@phoenixoregon.gov
- Rogue Valley Sewer Services: (541) 664-6300
- Recology: (541) 482-1471
- Rogue Disposal: (541) 779-4161
- DEQ, Medford Office: (541) 776-6010
- FEMA: 1-800-621-3362