

EMERGENCY DEBRIS MANAGEMENT
MEMORANDUM OF UNDERSTANDING
AND LICENSE

THIS MEMORANDUM OF UNDERSTANDING AND LICENSE (hereinafter "Agreement") is between the City of Greenfield, Indiana, by and through its Board of Public Works and Safety, hereinafter referred to as "Greenfield" and Covance Laboratories, Inc. by and through its successor, Laboratory Corporation of America Holdings, hereinafter referred to as "Labcorp".

PURPOSE OF AGREEMENT

The purpose of this Agreement is to provide for the terms and conditions for use of the approximately 2.16 acre area outlined in red on Exhibit A (the "Staging Site"), attached hereto and incorporated by reference herein to utilize said facilities for the purpose of emergency debris management in recognition of the mutual benefit to all citizens of the City of Greenfield, Indiana in the event of a natural and/or man-made disaster. The following terms are agreed to by the parties.

1. In consideration of ten dollars (\$10.00) and other good and valuable consideration, receipt of which is acknowledged, Labcorp will allow Greenfield to utilize as a Staging Site the area outlined in red on Exhibit A, attached hereto and incorporated by reference herein.
2. Greenfield will deposit at the Staging Site only organic and natural woody debris, including, but not limited to, rubble, soil and sediments, green waste such as trees, shrubs, ash, and charred wood.
3. The parties agree that the activities to be conducted on the designated site include, but are not limited to, those set forth on Exhibit B, attached hereto and incorporated by reference herein.
4. Greenfield agrees to hold Labcorp harmless from any claims, causes of action, lawsuits, award of damages, judgments of any other nature associated with Greenfield's staging activities on the subject location.
5. Any and all modifications, amendments, or additions to this agreement may be made only in writing, agreed to, and executed by the parties.
6. The term of this agreement shall be five (5) years from the date of execution, notwithstanding the early termination option below.
7. This agreement may be terminated by either party upon 30 days' prior written notice.

8. Greenfield will remove all debris from the Staging Site within sixty (60) days from the cessation of the event which necessitates use of the Staging Site, and promptly repair any damage or disturbance to the Staging Site caused by Greenfield's activities thereon.

9. Indemnity. Greenfield shall protect, indemnify and hold Labcorp, its officers, directors, employees, contractors, and agents (collectively, "Labcorp Parties") harmless from and against any and all losses, claims, liabilities or costs (including court costs and reasonable attorney's fees) incurred by reason of (a) any damage to any property (including, but not limited to, property of any Labcorp Parties) or any injury (including, but not limited to, death) to any person occurring in, on or about the Staging Site to the extent that such injury or damage is caused by or arises from any actual or alleged act, neglect, fault or omission by or of Greenfield.

10. No Liens. Greenfield shall not permit or suffer any lien to be put upon or arise or accrue against any part of the Staging Site in favor of any parties furnishing labor or material to Greenfield. Greenfield shall hold Labcorp and the Staging Site free from and against any and all liens, or rights or claims thereof that may or might accrue under or be based upon any mechanic's lien law, now in force or hereafter to be enacted, resulting from Greenfield's use and occupancy of the Staging Site, and cause the same to be released, or remedied by bonding or other statutory procedure.

11. Notices. All notices delivered to the parties shall be in writing, and shall be delivered by hand delivery, reputable overnight courier, or U.S. Postal Service (return receipt requested), and addressed to the respective parties as follows:

IF TO LABCORP: Laboratory Corporation of America Holdings
531 S. Spring Street
Burlington, NC 27215
Attn: Law Dept.

IF TO GREENFIELD: City of Greenfield
10 S State St
Greenfield, IN 46140
Attn: Clerk Treasurer office

12. No Hazardous Materials; Compliance with Laws. Greenfield agrees not to use or permit use of the Staging Site for the storage of any hazardous material. Greenfield is responsible for ensuring that the handling, storage and disposal of waste generated from Greenfield's use and operations of the Staging Site is in accordance with all applicable local, state and federal environmental and safety laws, rules and regulations. Greenfield is responsible for ensuring that its operations and activities on the Staging Site are in accordance with all applicable local, state, federal laws, including without limitation, all environmental, health and safety regulations.

IN WITNESS WHEREOF, the parties have signed this Agreement this ____ day
of.....2024.

CITY OF GREENFIELD, INDIANA
BOARD OF PUBLIC WORKS AND
SAFETY

LABCORP

Mayor Guy Titus



Sarah E. Wall, Greenfield Campus Lead

Katherine Locke

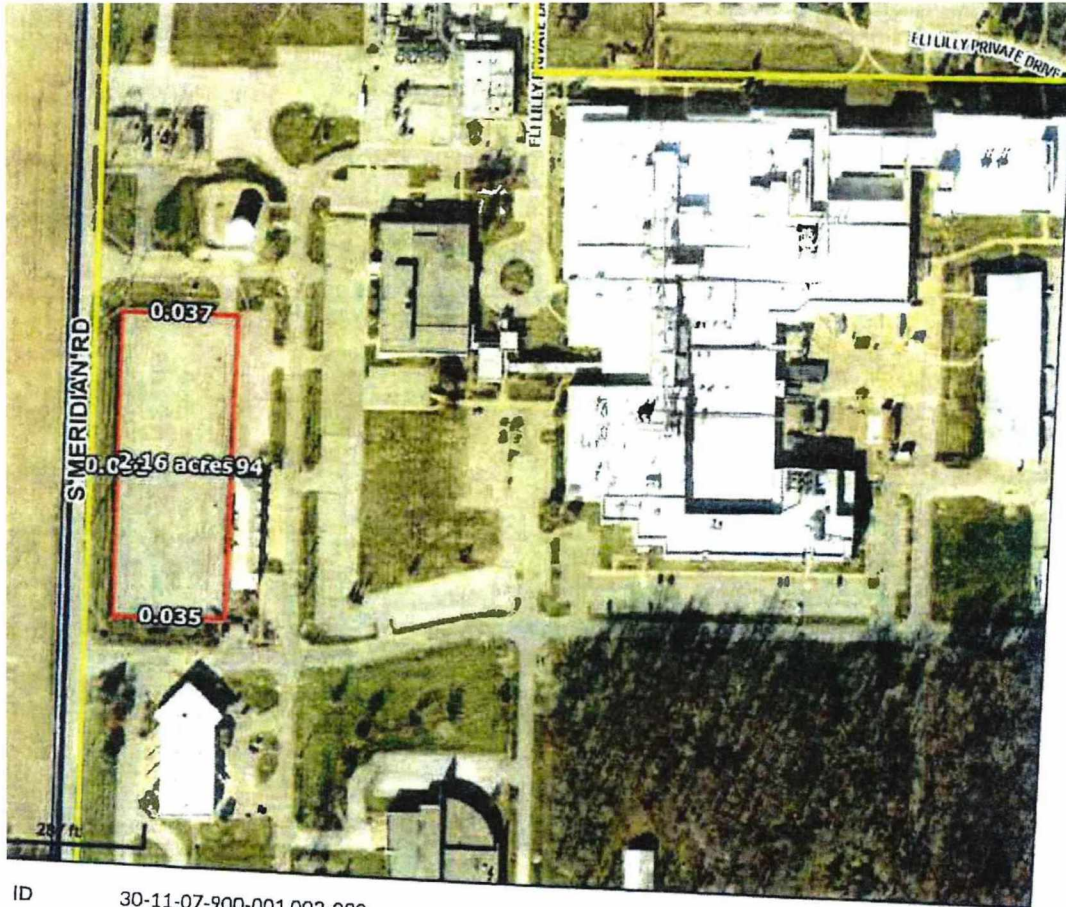
Larry Breese

Brent Robertson

Glenna Shelby





Attest: _____
Lori Elmore, Clerk-Treasurer





Overview



- Legend
-  City Limits
 -  Boundary
 -  Parcels
 -  Street Names

ID	30-11-07-900-001.002-020	Alternate ID	n/a	Owner Address	n/a
vp/Rng	n/a	Class	n/a		
Parcel ID	30-11-07-900-001.002-020	Acreage	n/a		
Sec/Twp/Rng	n/a				
Property Address					
District	n/a				
Brief Tax Description	n/a				

Not to be used on legal documents!

Date created: 6/5/2024
 Last Data Uploaded: 6/4/2024 11:05:32 PM
 Developed by Schneider
 TJE,OSP,VTI

**Emergency Debris Management Site Certification Form
Indiana Severe Storm FEMA- -DR-IN**

This form is a checklist for local officials who want to apply for FEMA funding for debris management activities which requires compliance with all Federal, state, and local environmental regulations. The completion of this form will facilitate the Federal Emergency Management Agency's environmental and historic preservation review as required by law. **The Indiana Department of Environmental Management requires all debris, other than woody vegetation, be disposed of in a State Permitted landfill.**

Applicant (Agency): City of Greenfield

Address: 10 S. State St. Room# 111

City: Greenfield

Zip Code: 46114-1400

Telephone#: 317-477-4300

Fax#: 317-477-4301

County: Hancock

IDEM approves of the woody debris management methods below. Please check method(s) used:

- Leaving the debris as is, either on site or moving it to another location with property owner approval.
- Chipping or reduction on site and returning to the place of generation.
- Chipping or reduction on site and leaving for local residents to recycle and/or use for firewood.
Hauling to municipal solid waste landfills, transfer facilities, or composting facilities.
- Burning of woody debris requires a burn permit from IDEM's Office of Air Quality. Contact Herm Carney (IDEM Air Quality Compliance) 317-232-8440 for information on burn permits.
- Other: _____

IF WASTE, OTHER THAN WOODY VEGETATION IS STAGED OR STOCKPILED AT A SITE OTHER THAN A PERMITTED TRANSFER STATION OR LANDFILL, COMPLETE THE REMAINDER OF THE FORM AND CONTACT: ANGIE LEE, IDEM AGRICULTURAL AND SOLID WASTE COMPLIANCE SECTION, AT (317) 308-3045 FOR SITE INSPECTION. IF NO STAGING SITE IS USED, ONLY APPLICANT SIGNATURE IS NEEDED BELOW.

Staging or Disposal site: GPS Lat-Long 39.777839, -85.801150 39.778509, -85.794828

Directions to Site: Labcorp

671 S Meridian Rd, Greenfield, IN 46140

Requirements for Emergency **NON-Woody** Debris Staging Sites

Failure to comply with environmental requirements may jeopardize funding.

- Located above the 100-year floodplain and outside of wetlands. (The floodplain map used for locating the site shall be an original Flood Insurance Rate Map prepared by the Federal Emergency Management Agency, a copy of the flood Prone Area Map prepared by the US Geological Survey or a National Wetlands Inventory map that depicts the limits and elevations of any 100 year floodplain or wetland on or adjacent to the proposed site.)
- Located at least 1/4 mile from a public or private water supply (surface or ground).
- The site has security to minimize uncontrolled dumping of solid waste.
Provisions are in place to ensure that regulated hazardous waste, radioactive waste, regulated polychlorinated biphenyls (PCB) wastes or regulated infectious wastes are excluded.
If any debris is taken to a transfer station or landfill, it must be a state permitted solid waste facility.
All debris management practices must follow applicable regulatory requirements regarding storage, transportation, treatment, and disposal.

I certify that City of Greenfield ----- has complied with all the above conditions:

Applicant's Representative

Mayor Guy Titus

Print

Sign

Date

Indiana Department of Environmental Management Certification

I certify that the above referenced site meets all requirements of the Indiana Department of Environmental Management.

IDEM Official's Signature

Date