

Right of Entry Permit

County of Tuolumne
Community Development Department
Environmental Health Division
2 So. Green Street
Sonora, CA 95370
Phone: (209) 533-5639
Email: EnvHealth@tuolumnecounty.ca.gov

▶ Name of Owner(s)/Agent: _____

▶ Phone Number of Owner(s)/Agent: _____

▶ Email Address of Owner(s)/Agent: _____

▶ Property Address: _____

▶ Assessor's Parcel No. (APN): _____

Right of Entry Permit for Debris and Hazard Tree Removal on Private Property¹

This Right of Entry Permit (ROE) enrolls the private property listed above in the Consolidated Debris and Hazard Tree Removal Program (referred to as "Debris and Hazard Tree Removal Program," or "Program"), which will remove debris from enrolled parcels including destroyed structures, destroyed vehicles (burned hulks), fire-damaged trees which threaten public infrastructure or present a hazard to debris removal crews, and all activities stated in Section 3 of this ROE at no out-of-pocket cost to the Owner. Participation in the Program is voluntary. The terms of this ROE describe the Program and what portion of your insurance coverage may need to be remitted to the Government (if the property or vehicles were insured), releases the Government from claims arising from work performed under the Program, and describes how to withdraw from the Program. After you have reviewed, completed, and signed this form, please return it to your county government at the address, email address, or fax number listed above.

¹ Reasonable Accommodations: Reasonable accommodations for individuals with disabilities are available upon request. Please send all accommodation requests to cdd@co.tuolumne.ca.us

A. PROGRAM OVERVIEW

This section describes what work will be conducted as part of the Debris and Hazard Tree Removal Program, the timeframe of the work, and how you will be notified when work is complete.

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

I / we hereby grant Tuolumne County ("County"), as well as the State of California ("State"), and the Federal Government, including their officers, employees, agencies, independent contractors, and tribal representatives (collectively, the "Government"), a right to enter upon the real property specified above by address and APN (hereafter the "Property") and will guarantee access to the property for the activities described herein.

2. Period: This ROE shall expire 18 months after the date of the Owner's signature(s), below, or when the Debris and Hazard Tree Removal Program described in Section 3 is completed, as determined in the sole discretion of the Government, whichever date is sooner. Owner shall be notified by the County of when work is complete and shall be provided a Final Sign Off Report documenting the completion of the work.

3. Authorized Activities: Owner hereby grants to the Government the right to determine, in the Government's sole discretion, which destroyed structures, hazard trees, materials, and items on the Property are eligible and will be removed as part of its Debris and Hazard Tree Removal Program. Submission of this ROE authorizes the Government to inspect, cut, fell, test, remove, clear, and monitor wildfire-generated debris of whatever nature from the Property. As part of the Debris and Hazard Tree Removal Program, Owner may not opt out of the removal of any particular type of wildfire-generated debris, such as foundations and hazard trees, that the Government determines must be removed. The Debris and Hazard Tree Removal Program includes:

- a) Assessment of the Property to identify site hazards, hazardous trees, environmental resources, and asbestos containing materials;
- b) Removal of asbestos containing materials, ash, debris from burned or partially burned structures, burned vehicles, burned vessels, burned heavy equipment, and other wastes;
- c) Removal of concrete foundations of burned or partially burned structures, which may result in a depression on the property;
- d) Removal of contaminated soil from affected areas;

- e) Testing of soil in affected areas to evaluate background soil conditions and fire-related soil contamination, and removal of additional soil if needed to meet cleanup goals, which may result in a depression on the property;
- f) Removal of fire damaged trees assessed as hazardous (not including stumps), and removal of other trees as needed which impact the public right of way or the debris removal crew's ability to access the Property safely and fell and remove hazardous trees;
- g) Installation of erosion control measures, such as straw wattles, compost socks, and/or hydro mulch; and
- h) Tribal Monitoring activities conducted for the purposes of historical and cultural preservation, in conjunction with the activities described above.

B. INSURANCE REIMBURSEMENT

This section is applicable if any of the fire-damaged structures or vehicles on the Property were insured. This section describes what portion of your insurance coverage may need to be provided to the Government and asks you to provide information on your insurance policies. If you did not have any insurance, you will sign at the end of this section.

4. Reimbursement: Wildfire-generated debris and hazard tree removal under the Debris and Hazard Tree Removal Program is provided at no direct cost to the Owner. However, the Owner hereby agrees to file an insurance claim if Owner possesses homeowner's, automobile, or property insurance. Most homeowners' insurance policies include coverage for debris removal and hazard tree removal. State and federal law require Owner to assign any debris removal and/or hazard tree 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 remove wildfire-related debris and hazard trees under the Debris and Hazard Tree Removal Program, Owner agrees to inform the insurance company listed below of this assignment and agrees to release their insurance information to the Government. This ROE shall constitute Owner's compliance with California Insurance Code section 791.13 authorizing the insurance company to communicate directly with the Government regarding any and all insurance issues related to the Debris and Hazard Tree Removal Program.

- a. Specified Debris and/or Hazard Tree Removal Insurance Coverage:** If Owner's insurance in effect at the time of the wildfire provides specific coverage for wildfire-generated debris and hazard tree removal, then Owner hereby assigns any and all rights, benefits, and proceeds with respect to this specific coverage to the County and hereby authorizes that any benefits or proceeds be paid directly and solely to the County, in an amount not to exceed the actual cost of the wildfire-generated debris and hazard tree removal. Owner shall not be liable for any further wildfire-generated debris and hazard tree removal costs to the County. If Owner spends some or all of this coverage on other debris removal

expenses allowable under their insurance policy, they may offset these expenses from the amount remitted to the County. Records of these expenses should be retained by the Owner. Owner is responsible for confirming the allowability of debris removal expenses with their insurance company.

- b. No Specified Debris and/or Hazard Tree Removal Insurance Coverage:** If Owner's insurance in effect at the time of the wildfire does not provide specific and separate coverage for wildfire-generated debris and hazard tree removal, but such coverage is included within another larger coverage category, then payment to County shall be limited to the unused benefit amount after the residence is rebuilt. Owner hereby assigns any and all rights, benefits, and proceeds of any unused benefit amount that is eligible for debris and hazard tree removal remaining in a larger coverage category to County, in an amount not to exceed the actual cost of the wildfire-generated debris and hazard tree removal.

- c. Specified Automobile Insurance Coverage:** If Owner's automobile insurance in effect at the time of the wildfire provides specific coverage for vehicle removal, then Owner hereby assigns any and all rights, benefits, and proceeds with respect to this specific coverage to the County and hereby authorizes that any benefits or proceeds to be paid directly to County, in an amount not to exceed the actual cost of the vehicle removal. Owner shall not be liable for any further vehicle removal costs to County.

- d. No Specified Automobile Insurance Coverage:** If Owner's automobile insurance in effect at the time of the wildfire does not provide specific and separate coverage for vehicle removal, but vehicle removal coverage is included within another larger coverage category, then payment to County shall be limited to the unused benefit amount. Owner hereby assigns any and all rights, benefits, and proceeds of any unused benefit amount that is eligible for vehicle removal remaining in a larger coverage category to County, in an amount not to exceed the actual cost of the vehicle removal.

In the event the insurance company or companies listed below issue insurance proceeds for wildfire-generated debris and hazard tree removal or vehicle removal directly to Owner, then Owner shall promptly inform the County of the amount of such proceeds and remit such insurance proceeds to County, not to exceed the actual cost of the applicable wildfire-generated debris and hazard tree removal.

 Homeowner's Insurance:

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: _____

 Automobile Insurance for car, boat, trailer, or other vehicles on the Property:

Insurance Company: _____

Policy Number: _____

Claim Number: _____

Agent's Name: _____

Agent's Phone / Email: _____

 **No Insurance:** If Owner does not have homeowner's or automobile insurance, or other similar insurance, then Owner certifies under penalty of perjury by their signature below that no insurance coverage for the costs associated with wildfire-generated debris and hazard tree removal at the Property was in effect at the time of the wildfire:

_____ Owner's signature	_____ Date
_____ Second Owner's signature	_____ Date
_____ Third Owner's signature	_____ Date

5. Property Sales: Any property that is sold prior to issuance of the cleanup certification will be withdrawn from the program unless both new and previous Owners sign a property transfer affidavit (available from Tuolumne County) and the new Owner fills out an ROE. Costs for work completed will be billed to the insurance company of the owner of the Property at the time of the wildfire, if applicable.

C. RELEASE, INDEMNIFICATION, AND INCIDENTAL DAMAGE

This section releases and indemnifies the Government from claims that may result from the Debris and Hazard Tree Removal Program and describes damage to roadways and driveways that may occur.

6. Release and Waiver of Liability: Owner acknowledges that the Government's decisions about when, where, and how to provide wildfire-generated debris and hazard tree removal 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 the Government from all liability for any damage or loss whatsoever that may occur during or after the Debris and Hazard Tree Removal Program. Please also see sections 7 and 8 below.** Owner, therefore, waives any claims or legal action against the Government, in accordance with state and federal law, including the California Emergency Services Act, California Government Code section 8655, California Code of Regulations, Title 19, section 2925, and the Stafford Act, 42 United States Code, section 5148 and acknowledges the immunity contained therein for any and all activities conducted pursuant to this Right of Entry. Nothing in this section impacts the Owner's right to pursue claims with insurance companies under their applicable insurance policy or policies. Owner acknowledges that enrollment in the Debris and Hazard Tree Removal Program is entirely voluntary and hereby accepts the release and waiver of liability by affirmatively enrolling in the Debris and Hazard Tree Removal Program.

7. **Indemnification:** Owner agrees to indemnify, hold and save harmless the Government from any and all claims, damage, or losses arising out of the Debris and Hazardous Tree Removal Program activities carried out pursuant to this ROE. This indemnification is required by state and federal law, including but not limited to the Stafford Act, 42 United States Code, sections 5173. Please also see Section 12, below.
8. **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 recycling and disposal and end use sites. 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. Crews will take reasonable precautions to mitigate against damage. However, Owner acknowledges that cracking and damage to asphalt and concrete pavement is a common and unavoidable consequence and is therefore considered incidental to the Debris and Hazard Tree Removal Program. By signing this ROE and opting into the Government Debris and Hazard Tree Removal Program at this Property, the Owner acknowledges the risk of such incidental damage, as well as their 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 and Hazard Tree Removal Program. Owner may submit a complaint regarding any improved property that Owner believes was damaged as a result of negligence during the Debris and Hazard Tree Removal Program operations at debris@co.tuolumne.ca.us. Owner acknowledges that Section 7 of this ROE limits the liability of the Government with respect to such damage if any. Owner acknowledges pursuant to Section 8 that they indemnify, 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 associated with the Debris and Hazard Tree Removal Program.

D. OTHER TERMS

This section describes how to cancel this Right of Entry Permit if you later change your mind about participating in the Debris and Hazard Tree Removal Program and includes other legal provisions regarding fraud and public records.

9. **Withdrawing from the Program:** Owner may withdraw from the Program by submitting an executed *Withdrawal Form* to the County at EnvHealth@tuolumnecounty.ca.gov (a). If Owner withdraws after work commences under the Debris and Hazard Tree Removal Program, the Government may seek reimbursement for expenses incurred up to the point of withdrawal, consistent with Section 5 herein, including insurance claims.

- 10. Fraudulent or Willful Misstatement of Fact:** An individual who fraudulently or willfully misstates any fact in connection with this ROE 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.
- 11. Public Records Act:** Owner acknowledges that completed ROE forms may be subject to public disclosure under the California Public Records Act (Government Code section 7920.000 et seq.) and other applicable state and federal laws.

 Property Address: _____

 Assessor's Parcel No. (APN): _____

 _____

Printed name of Owner or Agent

 _____

Signature of Owner or Agent

_____ Date

 _____

Printed name of Second Owner or Agent

 _____

Signature of Second Owner or Agent

_____ Date

 _____

Printed name of Third Owner or Agent

 _____

Signature of Third Owner or Agent

_____ Date

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

Title and Printed name of County Representative

Signature of County Representative

_____ Date

Property Information Form

Consolidated Debris and Hazard Tree Removal Program

Please complete this form to assist in the removal of debris from your property, including destroyed structures and vehicles, and submit it with your Right of Entry Permit.

General Information

Street Address		Unit #	
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City		County	
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Zip Code		Assessor's Parcel Number (APN)	
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Destroyed Structures

Is there a destroyed structure 120 square feet (10' by 12') or larger on the property?	☐ Yes ☐ No ☐ Unknown	Is the property currently occupied?	☐ Yes ☐ No ☐ Unknown
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Type of Structure	Number of Destroyed Structures
Houses (including mobile homes)	
Detached Garages	
Outbuildings	
Sheds	
Barns	
Storage Containers	
Other	
Description of Other Structures	

Year of Construction of Main Structure		
Is there a basement or root cellar on the property?	☐ Yes ☐ No ☐ Unknown	Description:

Is there a septic or leach field on the property?	☐ Yes ☐ No ☐ Unknown	Description:
Is there a well or water tank on the property?	☐ Yes ☐ No ☐ Unknown	Description:
Did you run a business on the property (not including home-based businesses)?	☐ Yes ☐ No	Description:

Other Details and Access Information

Please describe any other details about the property (stream crossings, property easements, neighbor concerns, etc.).	
Please describe the typical way to access the property and any concerns you may have (locked gates, bridge access required, dogs or other animals, etc.).	

Battery Back-up Power Sources

Does your property have any alternative power storage devices (i.e. lithium-ion battery wall, solar)?	☐ Yes ☐ No ☐ Unknown	Description/Location:
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Destroyed Vehicles

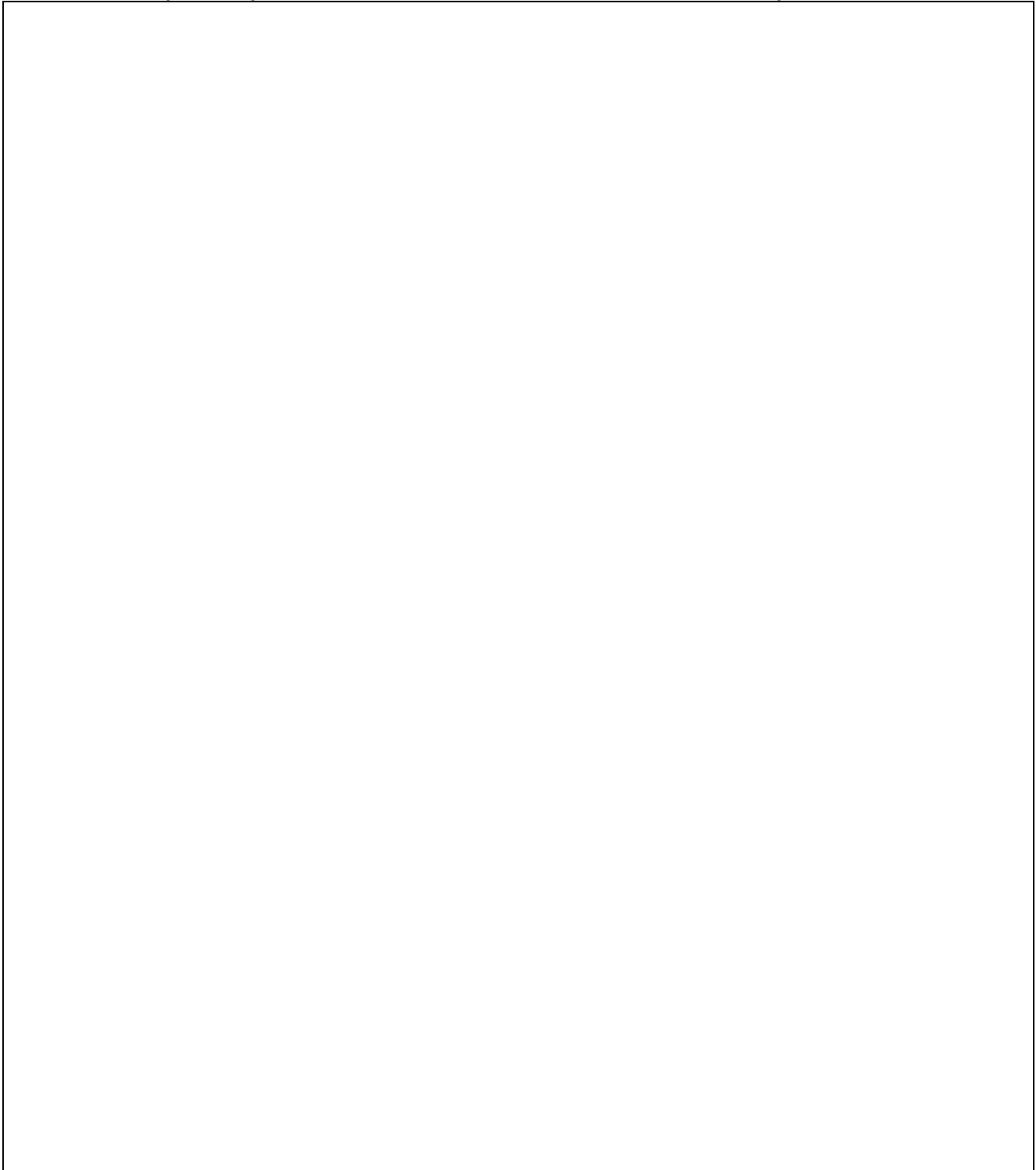
Please indicate the type of vehicle (for example, Car, Van, SUV, Pickup Truck, Motorcycle, ATV, Heavy Truck, Tractor, Heavy Equipment, Vessel, Other), Make/Model (please check box if an Electric/Hybrid Vehicle), Year, and VIN of each destroyed vehicle on the property. You may also indicate whether you would like the vehicle excluded from debris removal. If you request to exclude a vehicle, our crews will do their best to honor your request. It may be necessary to relocate the vehicle to access debris and remove contaminated soil from under the vehicle.

Please use the back of this form for additional entries.

Vehicle Type	Make/Model	Year	VIN	Exclude from Debris Removal?
	☐ EV			☐ Exclude
	☐ EV			☐ Exclude
	☐ EV			☐ Exclude
	☐ EV			☐ Exclude

Property Sketch

Items to include: Location of destroyed structures and vehicles, location of septic tanks, leach fields, and wells, access from main road, any streams/rivers or bridges, approximate property boundaries, any items you would like excluded from debris removal, any site hazards.

A large, empty rectangular box with a thin black border, intended for a hand-drawn property sketch. It occupies the majority of the page below the instructions.