

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:	<input type="checkbox"/> Unincorporated or <input type="checkbox"/> 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.

Property Address: _____
APN: _____

I/ we hereby grant _____ 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.

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.

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

Property Address: _____
APN: _____

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 [Insert County] 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

Property Address: _____
APN: _____

**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 _____ 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