



City of Clearlake
14050 Olympic Drive, Clearlake, California 95422
(707) 994-8201 Fax (707) 995-2653
www.clearlake.ca.us

Name of Owner(s)/Agent: _____

Phone Number of Owner(s)/Agent: _____

Email of Owner(s)/Agent: _____

Property Address: _____

Assessor's Parcel No. (APN): _____

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

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 the City of Clearlake ("City"), as well as the State of California ("State"), and the Federal Government, including their officers, employees, agencies, independent contractors, and tribal monitors¹ (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.

I/we hereby acknowledge that both wildfire-generated debris and hazard trees, as defined below, must be removed, and that I/we cannot request for only wildfire-

¹ See Section 5.

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generated debris or only hazard trees to be removed unless the Government, at its sole discretion, determines that the Property only contains wildfire-generated debris or hazard trees.

1. **Purpose:** The Government is granted this ROE to inspect, cut, test, remove, clear and monitor 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, and hazard trees from the Property ("Debris and Hazard Tree Removal Program").

2. **Time Period:** This ROE shall expire 36 months after the date of the Owner's signature(s), below, or when the Debris and Hazard Tree Removal Program described in Section 1 is completed, as determined in the sole discretion of the Government, whichever date is sooner.

3. **Hazard Trees:** Hazard Trees are wildfire-damaged trees that are so damaged by the fires that their structural integrity is compromised and that pose an immediate threat of falling onto work crews or obstructing their access to the debris clearance site, or falling onto a public right of way or public improved property. The Government has sole discretion to determine whether a tree is hazardous. Debris and Hazard Tree Removal Program does not include the removal of tree stumps. The Government, at its sole discretion, may deem it necessary to remove non-fire-damaged trees to access and fell hazard trees, and to remove trees that pose a danger to or threaten work crews.

4. **Authorized Activities:** Owner hereby grants to the Government, the right to determine, in the Government's sole discretion, which 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 remove wildfire-generated debris of whatever nature including but not limited to burned or partially burned structures, ash, concrete foundations, contaminated soil, vehicles, trailers, waste, hazard trees or other debris 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. Owner is responsible for removing, at Owner's expense, any items not eligible for the Debris and Hazard Tree Removal Program. Owner's failure to remove items not eligible for Debris and Hazard Tree Removal Program may later be deemed a public nuisance by local officials.

Owner may withdraw from the entirety of the Debris and Hazard Tree Removal Program by cancelling this ROE pursuant to Section 15. 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 6 herein.

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5. **Tribal Monitoring:** Owner hereby acknowledges and accepts that activities by tribal monitors will be conducted on Owner's property for the purpose of conducting historical and cultural preservation monitoring commensurate and in conjunction with the purpose of inspecting, cutting, testing, removing, clearing and monitoring wildfire-generated debris as defined in Section 1 herein.

6. **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 agrees hereby to file an insurance claim if Owner possesses homeowner's, automobile, or property insurance. Most homeowner's insurance policies include coverage for Debris and Hazard Tree Removal Program. State and federal law require Owner to assign any Debris and Hazard Tree Removal Program 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.

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 these particular specific coverages to the City and hereby authorizes that any benefits or proceeds be paid directly and solely to City, 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 City.

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 City 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 City, in an amount not to exceed the actual cost of the wildfire-generated debris and hazard tree removal.

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 these particular specific coverages to the City and hereby authorizes that any benefits or

proceeds to be paid directly to City, 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 City.

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 City 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 City, 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 City of the amount of such proceeds and remit such insurance proceeds to City, 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: _____

If Owner does not have homeowner's or automobile insurance, or other similar insurance, then Owner certifies under penalty of perjury by his/her 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

Owner's signature Date

Owner's signature Date

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, and the new Owner fills out an ROE. Costs for work completed will be billed to the insurance company listed above if applicable.

7. 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 Hazardous Tree Removal Program. Please also see sections 12 and 13, 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. Nothing in this section

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impacts the Owner's right to pursue claims with insurance companies under their applicable insurance policy or policies.

Owner agrees that the methodology for identifying and removing debris material, hazard trees, and non-fire-damaged trees for access to and felling of hazard trees and trees that pose a danger to or threaten work crews, and the selection of personnel to identify the aforementioned trees and other debris material, shall be at the sole discretion of the Government. Owner expressly waives and releases any claims in that regard. Owner expressly waives his or her rights to bring proceedings in law or equity against the Government with respect to the identification and removal of debris material, hazard trees, and non-fire-damaged trees for access to and felling of hazard trees and trees that pose a danger to or threaten work crews.

8. **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.

9. **Foundations:** In order to participate in this program, Owner must allow removal of all foundations from the subject Property. Stem walls and retaining walls may be left on a case-by-case basis, as approved by the State. Owner acknowledges and understands that the 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.

10. **Soil Sampling:** Debris and Hazardous Tree Removal Program includes taking soil samples in the debris footprint to ensure that all contaminants are removed. If initial soil samples do not meet the cleanup goals for this project, then 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 are 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.

11. **Markings of Infrastructure Facilities:** Owner agrees to make their best efforts to mark subgrade utility lines (sewer, water, electricity, gas, cable, etc.), and to mark the location of septic tanks, leach fields, water wells, hand dug wells/cisterns, 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 and instructing the crews which items the Owner may want to remain on the Property following the Debris and Hazard Tree Removal Program. The Government will endeavor to avoid all marked structures; however, **Owner acknowledges pursuant to Section 7, that they release the Government from any liability for damages to marked or unmarked structures.** Owner further acknowledges pursuant to Section 8 that they indemnify, hold and save

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harmless the Government from any claims or losses due to any damages to marked or unmarked structures.

12. 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 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 operations. Owner acknowledges pursuant to Section 8, 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.

13. Damage to Improved Property: Wildfire-generated debris and ash removal crews will attempt to minimize impacts to improved property that was not damaged by the fire. Owner may submit a complaint regarding any improved property that Owner believes was damaged during the Debris and Hazard Tree Removal Program operations to Alan Flora, City Manager, City of Clearlake at 14050 Olympic Dr., Clearlake, CA, 95422. However, Owner acknowledges Section 7 of this ROE limits the liability of the Government with respect to such damage, if any.

14. Erosion Control: Owner acknowledges that erosion control measures may be necessary, such as wattles, compost socks, and hydromulch, to stabilize soil on or about the Property. Such erosion control measures are at the sole discretion of the Government.

15. Modification: The provisions of this ROE may not be modified. Owner may cancel this ROE only by submitting an executed *Withdrawal Form* to Alan Flora, City Manager, City of Clearlake at 14050 Olympic Dr., Clearlake, CA, 95422 (see below).

16. 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.

17. **Public Records Act:** Owner acknowledges that completed ROE forms may be subject to public disclosure under the California Public Records Act (Government Code section 6250 et seq.). Other state and federal laws may apply. While efforts will be made to redact personally identifiable information, such redactions will be made at the sole discretion of the Government.

Printed name of Owner or Agent

Signature of Owner or Agent

Date

Printed name of Owner or Agent

Signature of Owner or Agent

Date

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

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

Title and Printed name of City Representative

Signature of City Representative

Date

Property Address: _____
APN: _____

**Disaster Debris and Hazard Tree Removal Program
Property Information**

Please identify all that apply on the Property:

Vehicles	Location	Description	Comments
Car			
Boat or Trailer			
Other vehicles (ATVs, motorcycles, trailers, vans, motorhomes, recreational vehicles, trailers, etc)			
Other (farm equipment, construction equip, etc):			

Underground Tanks	Location	Construction Date (If Known)	Comments
Septic ¹ Tanks and Leach Fields			
Fuel/Oil/Kerosene/Propane Tanks ²			
Water tanks			
Other:			

1. Septic tanks will be pumped of all waste as part of the Debris and Hazard Tree Removal Program only if they pose a hazard to crews.

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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 (water wells, cisterns/dug wells, mine shafts, bomb shelters, etc):			
Former or active buried trash and debris piles			

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Insert or Draw Map of Property

Property Address: _____
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**STOP HERE AND DO NOT FILL OUT THE BELOW PAGE UNLESS YOU WISH TO WITHDRAW
FROM THE DEBRIS AND HAZARD TREE REMOVAL PROGRAM**

Withdrawal Form

To cancel this ROE, this Withdrawal Form must be signed by the Owner, delivered to Alan Flora, City Manager of the City in which the Property is located at, and acknowledged by an authorized employee in advance of Debris and Hazard Tree Removal Program 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 City of Clearlake 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. Owner should therefore turn in the Withdrawal Form at the location designated by the City in the above paragraph if possible.

I have read and understand the foregoing statement concerning cancellation policies. I hereby certify that the Debris and Hazard Tree Removal Program 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 request for cancellation:

Title and Printed name of City Representative

Signature of City Representative Date

Property Address: _____
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