



Mosquito Fire Recovery Right-of-Entry (ROE) Permit Checklist for Property Owners

Property Owners must complete an Right-of-Entry Permit Application For Debris Removal On Private Property (ROE Permit Application) and provide the proper paperwork to enroll in the Government Program. Please follow the checklist below to make sure you have all the necessary documents to submit the ROE Permit Application.

Applications will not be approved until all required information is received. Please only submit ONE ROE Permit Application per property. Final approval of enrollment in the government debris removal program is contingent upon authorization by the Board of Supervisors necessary to allow the program.

Documents needed for submittal of the ROE Permit Application:

ROE Permit Application for Debris Removal on Private Property

Government Issued ID (Driver's License or Passport)

Home Owners Insurance Policy:

- D Declaration page
- Debris Removal coverage section/page

Assessor's Parcel Number (APN)

Signature of all Property Owners, Trustees or Power of Attorney

Trust or LLC Documents (ONLY if applicable)

- 1st Page of Trust & Pages naming Trustees
- Power of Attorney signature page
- Signature Authorization page
- Any other relevant pages

Signed and notarized document for authorized agent (ONLY if Property Owner is not signing)

Burned Vehicle Identification and Insurance:

- VIN and/or description of each vehicle on the property
- Policy for all insured vehicles on the property

All trustees or signatories must sign the ROE Permit Application for Debris Removal on Private Property

ROE Permit Applications may be submitted:

MAIL:

3091 County Center Dr, Suite 180
Auburn, CA 95603

E-MAIL:

envhealth@placer.ca.gov

FOR MORE INFORMATION

CALL: 530.745.2300

Property Owned by 1 or more Individuals

All Owners listed on the title of the home must:

- Sign the ROE Permit for Debris Removal on Private Property
- Show Government Issued ID (Driver's License/Passport)
- Sign and notarize document for authorized agent (ONLY if Property Owner is not signing)

Property Owned by a Trust, LLC, or other Legal

Entity:

If a home is owned by a trust, LLC or other legal entity, please bring:

- First page of the trust, LLC or other agreement
- Signature Authorization page/Pages naming Trustees
- Power of Attorney signature page
- Any other relevant pages



RIGHT-OF-ENTRY PERMIT APPLICATION FOR DEBRIS REMOVAL ON PRIVATE PROPERTY

Department of Health and Human Services, Environmental Health Division
3091 County Center Drive, Suite 180, Auburn, CA 95603, (530) 745-2300
775 North Lake Blvd, Suite 203, P.O. Box 1909, Tahoe City, CA 96145, (530) 581-6240
envhealth@placer.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 Removal on Private Property¹

This Right of Entry Permit (ROE) enrolls the private property listed above in the Consolidated Debris Removal Program (referred to as "Debris Removal Program," or "Program"), which will remove debris from enrolled parcels including destroyed structures, destroyed vehicles (burned hulks), fire-damaged trees 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 or email address, listed above.

A. PROGRAM OVERVIEW

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

1. Authorization: I / we, _____

¹ Reasonable Accommodations: Reasonable accommodations for individuals with disabilities are available upon request. Please send all accommodation requests to envhealth@placer.ca.gov or call 530-745-2300.

Property Address: _____
APN: _____

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 Placer 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 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 Placer 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 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 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 Removal Program includes:
 - a) Assessment of the Property to identify site hazards, , 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 which impact the debris removal crew's ability to access and work on the Property safely;
 - g) Installation of erosion control measures, such as straw wattles, compost socks, and/or hydromulch; 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

Property Address: _____
APN: _____

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 removal under the Debris 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. 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 remove wildfire-related debris and hazard trees under the Debris 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 Removal Program.

a. Specified Debris Removal Insurance Coverage: If Owner's insurance in effect at the time of the wildfire provides specific coverage for wildfire-generated debris 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 removal. Owner shall not be liable for any further wildfire-generated debris 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 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 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 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 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 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: _____

any and all claims, damage, or losses arising out of the Debris Removal Program activities carried out pursuant to this ROE.

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 Removal Program. By signing this ROE and opting into the Government Debris 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 Removal Program. Owner may submit a complaint regarding any improved property that Owner believes was damaged as a result of negligence during the Debris Removal Program operations at envhealth@placer.ca.gov. However, 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 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@placer.ca.gov (Withdrawal Forms available upon request). If Owner withdraws after work commences under the Debris 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 6250 et seq.) and other applicable state and federal laws.

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

Approved by County of Placer 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 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 #	
City		County	
Zip Code		Assessor's Parcel Number (APN)	

Destroyed Structures

Is there a destroyed structure 120 square feet (10' by 12') or larger on the property?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unknown	Is the property currently occupied?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> 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?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unknown	Description:
Is there a septic or leach field on the property?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unknown	Description:
Is there a well or water tank on the property?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unknown	Description:
Did you run a business on the property (not including home-based businesses)?	<input type="checkbox"/> Yes <input type="checkbox"/> 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.).	

Destroyed Vehicles

Please indicate the type of vehicle (for example, Car, Van, SUV, Pickup Truck, Motorcycle, Heavy Truck, Tractor, Heavy Equipment, Vessel, Other), Make/Model, 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.

Type	Make/Model	Year	VIN	Exclude from Debris Removal?
				<input type="checkbox"/> Exclude
				<input type="checkbox"/> Exclude
				<input type="checkbox"/> Exclude
				<input type="checkbox"/> Exclude

Property Sketch

Property Address: _____
APN: _____

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

