



Caldor Fire Recreational Cabin Debris Removal

Right-of-Entry Permit Checklist

DEADLINE TO SUBMIT IS 06/20/22 @ 5:00 PM

What is an ROE?

El Dorado County is working with CalOES and other state and federal partners in a program to facilitate safe removal and handling of burn debris, ash and hazardous trees. To obtain this service the Permit Holder(s) must complete a Right of Entry Permit (ROE) to allow these agencies to clean their property. Please complete the paperwork entirely to avoid delays. **CalOES has set a deadline for submittal of your ROE to the County by 6/20/22 @ 5:00 PM.** Thank you!

STEP 1

Documents needed for submittal of ROE Permit. **Provide copies of the following:**

- Government Issued ID (Driver's license, passport)
- Cabin Insurance Policy (provide following pages only if applicable):
 - Declaration page
 - Debris Removal coverage section/page
 - Fee Parcel # (APN) & Assessment #
- Completed Debris Removal Right of Entry (ROE) Form - (please include your Assessor's Parcel Number APN (Fee parcel on tax bill) and tax bill address on the bottom of each page)
- Signature of all Permit Holder(s), Trustees, or Authorized Agents

K. E. COLEMAN, M.B.A. Treasurer & Tax Collector		EL DORADO COUNTY 2021-2022 SECURED PROPERTY TAX STATEMENT For Fiscal Year Beginning July 1, 2021 and Ending June 30, 2022		
360 Fair Lane Placerville, CA 95667-4107 (530) 621-5800	ASSESSMENT # 000-000-000-000	FEE PARCEL # XXX-XXX-XXX-XXX	TAX RATE AREA 075-045	CORTAC #
CURRENT ASSESSEE(S)	RETURN THIS PORTION FOR YOUR RECORDS		PROPERTY DESCRIPTION / SITUS 1000 BRYANT CREEK RD	

STEP 2

Check that all trustees or signatories have signed the ROE Permit properly and copies of the information above are provided.

STEP 3

Return **checklist and ROE** via email, mail, or in-person to:

USFSROE@edcgov.us

**Environmental Management Department
2850 Fairlane Court, Bldg. C
Placerville, CA 95667**

**For inquiries and concerns, please call
(530) 621-5300 or email USFSROE@edcgov.us**

Right of entry forms missing required information will be sent back for completion



**Right-of-Entry Permit for Debris and Hazard Tree
Removal at Special Use Permitted Recreation Cabin
Sites on National Forest System Lands**



**County of El Dorado
Environmental Management Department
2850 Fairlane Court
Placerville, CA 95667
(530) 621-5300
(530) 642-1531 Fax
Email: USFSROE@edcgov.us**

Name of Permit Holder(s)/Agent:

Phone Number of Permit Holder(s)/Agent:

Email of Permit Holder(s)/Agent:

Property Address (including city as listed by on-line mapping):

Fee parcel (APN): _____ Assessment #: _____

I / we, _____, certify that I am / we are the permit holder(s), or authorized agent of the permit holder(s), of the personal property located at the above address (hereinafter "Holder"). I/we acknowledge that this Right-of-Entry Permit authorizing El Dorado County and the State of California, including their officers, employees, agencies, and independent contractors, to perform Debris and Hazard Tree Removal Program operations on federal land is supplemental to and consistent with the Recreational Resident Permit or similar use permit obtained from the United States Forest Service for the real property located at the above address. I/we hereby certify that I/we have full power and authority to execute this Right of

Property Address: _____
APN: _____ Assessment: _____

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 El Dorado County ("County"), as well as the State of California ("State"), and the Federal Government, including their officers, employees, agencies, independent contractors, and tribal monitors (collectively, the "Government"), a ROE 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 must be removed, and that I/we cannot request for only wildfire-generated debris or only hazard trees to be removed.

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 Holder'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. The Government has sole discretion on whether to take or leave the hazard trees, to determine whether a tree is hazardous, and to approve tree removal from private roads. 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: Holder 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, Holder 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. Holder is responsible for removing, at Holder's expense, any items not eligible for the Debris and Hazard Tree Removal Program.

Holder may withdraw from the entirety of the Debris and Hazard Tree Removal Program by cancelling this ROE pursuant to Section 15. If Holder withdraws after work commences under the Debris and Hazard Tree Removal Program, the Government may seek reimbursement for expenses incurred up to that point.

5. Tribal Monitoring: Holder hereby acknowledges and accepts that activities by tribal monitors will be conducted on Holder's special use permitted recreation cabin site 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

Holder. However, the Holder agrees hereby to file an insurance claim if Holder possesses homeowner's, automobile, or property insurance. Most homeowner's insurance policies include coverage for debris and hazard tree removal. State and federal law require Holder to assign any debris and 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, Holder 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 Holder'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

Holder's insurance in effect at the time of the wildfire provides specific coverage for wildfire-generated debris and hazard tree removal, then Holder hereby assigns any and all rights, benefits, and proceeds with respect to these particular specific coverages to the County and hereby authorizes that any benefits or proceeds be paid directly and solely to County, in an amount not to exceed the actual cost of the wildfire-generated debris and hazard tree removal. Holder shall not be liable for any further wildfire-generated debris and hazard tree removal costs to County.

No Specified Debris and/or Hazard Tree Removal Insurance Coverage: If

Holder'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. Holder 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.

Specified Automobile Insurance Coverage: If Holder's automobile insurance in effect at the time of the wildfire provides specific coverage for vehicle removal, then Holder hereby assigns any and all rights, benefits, and proceeds with respect to these particular specific coverages 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. Holder shall not be liable for any further vehicle removal costs to County.

No Specified Automobile Insurance Coverage: If Holder'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. Holder 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 Holder, then Holder 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.

Do you have insurance coverage specific for your cabin*?

Yes - please continue to fill out insurance information

No - Do not fill out insurance information and proceed to Page 7

Leaseholder's Cabin Insurance:

Insurance Company: _____

Policy Number: _____

***Insurance information should be included if applicable to the cabin property only and not your primary residence.**

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 Holder does not have homeowner's or automobile insurance, or other similar insurance, then Holder 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:

Holder's signature _____ Date _____

Holder's signature _____ Date _____

Holder's signature _____ Date _____

*** If using Adobe sign, please do not select lock after signing.**

Any property that is transferred to another USFS permit holder prior to issuance of the cleanup certification will be withdrawn from the program, unless both new and previous Holders sign a property transfer affidavit, and the new Holder 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: Holder acknowledges that the Government's decisions about when, where, and how to provide wildfire-generated debris and hazard tree removal on Holder's property are discretionary functions. Holder 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. **Holder 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.** Holder 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 impacts the Holder's right to pursue claims with insurance companies under their applicable insurance policy or policies.

Holder agrees that the methodology for identifying and removing debris material and access to and felling of 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. Holder expressly waives and releases any claims in that regard. Holder 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 and access to and felling of trees that pose a danger to or threaten work crews.

8. **Indemnification:** Holder 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 consistent with federal law, including the Stafford Act, 42 United States Code, sections 5173. Please also see Section 12, below.

9. **Foundations:** In order to participate in this program, Holder 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. Holder acknowledges and understands that the removal of a foundation may leave a depression in the ground, and that it is Holder'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. Holder acknowledges and hereby authorizes the Government to remove enough soil to ensure cleanup goals are met. Holder acknowledges this may leave a depression on the Property and that it is Holder's responsibility to fill any depression left on the Property.

11. Markings of Infrastructure Facilities: Holder 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. Holder 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 Holder 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, **Holder acknowledges pursuant to Section 7, that they release the Government from any liability for damages to marked or unmarked structures.** Holder further acknowledges pursuant to Section 8 that they indemnify, hold and save 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, Holder 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 Holder 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. Holder 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. Holder may submit a complaint regarding any improved property that Holder believes was damaged during the Debris and Hazard Tree Removal Program operations at USFSROE@edcgov.us. However, Holder acknowledges Section 7 of this ROE limits the liability of the Government with respect to such damage, if any.

14. Erosion Control: Holder 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. Holder may cancel this ROE only by submitting an executed *Withdrawal Form* to the County at **Environmental Management Department, 2850 Fairlane Court Placerville, CA 95667** (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:** Holder 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 Permit Holder or Agent

Signature of Permit Holder or Agent

Date

Printed name of Permit Holder or Agent

Signature of Permit Holder or Agent

Date

Printed name of Permit Holder or Agent

Signature of Permit Holder or Agent

Date

*** If using Adobe sign, please do not select lock after signing.**

Phone number of Permit Holder and/or Agent E-mail address of Permit Holder or Agent

Mailing address of Permit Holder or Agent

Approved by County of El Dorado and verified that the Property, APN, and Permit Holder are accurate and meet the eligibility requirements of program:

Title and Printed name of County Representative

Signature of County Representative

Date

**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			

This page is not required to be completed

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.

2. Holder 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			

This page is not required to be completed

Insert or Draw Map of Property*

* You can submit existing photos or print this page and send with your application

Property Address: _____

Page 15 of 16

APN: _____ Assessment: _____



ELECTRONIC SIGNATURE ACKNOWLEDGEMENT

By executing this Electronic Signature Acknowledgment, I consent to and agree that any electronic signature, as defined by Civil Code sec. 1633.2(h), affixed on any document relating to any Right of Entry Permit for Debris and Hazard Tree Removal on Private Property (“ROE”) to which I am a party or signatory shall have the full force and effect as a wet or manual signature.

In lieu of personal delivery, I understand that I may elect, at my own option and at my own risk, to transmit to El Dorado County the signatures required on any form relating to any ROE to which I am a party or signatory by attaching to a properly addressed email a complete, legible, and fully executed electronic copy of the document. I understand that I am responsible for ensuring the complete, legible, timely, and accurate transmission of such documents, and El Dorado County, as well as the State of California and the Federal Government, and their officers, employees, agencies, and independent contractors (collectively, the “Government”) shall not be held responsible for any errors or omissions related to the electronic transmission, including, but not limited to errors resulting from failed or delayed transmission, delays resulting from SPAM filters, electronic communication equipment, inability to open attached documents, or other failure of the Government to timely receive and act upon these documents. An email with attached document(s) shall be addressed to: USFSROE@edcgov.us

I also agree that the ROE and any related documents may be executed in counterparts, and all such counterparts together shall constitute one and the same document.

PERMIT HOLDER’S SIGNATURE: _____

PRINT NAME: _____

PERMIT HOLDER’S PHONE #: _____

PERMIT HOLDER’S EMAIL ADDRESS: _____

*** If using Adobe sign, please do not select lock after signing.**

Please send your completed form and attachments/photos to USFSROE@edcgov.us

PRINT

Property Address: _____

Page 16 of 16

APN: _____ Assessment: _____