



A Tradition of Stewardship  
A Commitment to Service

## Planning, Building & Environmental Services

1195 Third Street, Suite 210  
Napa, CA 94559  
www.countyofnapa.org

**David Morrison**  
Director

### Instructions for Submitting a Right of Entry Permit

Please review the instruction steps and requirements provided in their entirety to ensure you are familiar with the differences between the Phase II government cleanup option and the private cleanup option before you submit documents to Napa County Planning, Building and Environmental Services (PBES).

1. Review the Phase II Debris and Ash cleanup options by visiting: [countyofnapa.org/2074/Fire-Debris-Information](http://countyofnapa.org/2074/Fire-Debris-Information) for documents, resources, and FAQ's. (Note: be sure you are familiar with all the requirements and approved debris cleanup options for your property.)
2. Once you have decided to pursue the government cleanup option, you must complete the Right of Entry Form in its entirety and submit it to PBES by email at: [Environmental-Fire@countyofnapa.org](mailto:Environmental-Fire@countyofnapa.org) or in-person by appointment. For a phone assistance appointment to review your ROE Form for completeness before submitting, follow the steps (a-c, below) to use our online scheduling system (due to COVID social distancing protocols, in-person appointments are limited to completeness review or submittal appointments only). **For general questions about the debris removal processes, please call 707-299-1350 before scheduling an appointment.**
  - a. From the [PBES Site](#) you can click the "Appointment Requests" button and follow the system prompts to enter your property information, contact information, then review and confirm.
  - b. Once completed, click the "Schedule Date/Time" button and follow the prompts to select a date/time, and confirm the contact information and appointment time.
  - c. Once you have finished and successfully scheduled your appointment, you will receive an email confirmation. If you cannot schedule online, please call (707) 299-1350 for assistance.
3. Prepare for submitting your ROE Form by compiling the required documents listed below, and then submit the fully completed, signed ROE Form either by email to [Environmental-Fire@countyofnapa.org](mailto:Environmental-Fire@countyofnapa.org) or in-person (by appointment, using steps a-c above for our online system).
  - ✓ **Fully completed Right of Entry (ROE) Form, including site plan(s), signed by the authorized property owner or agent**

Documents that may need to be submitted with the signed of ROE:

    - Signed and notarized Authorized Agent Form if a property owner is designating another party to act on their behalf or for instances when a property is owned by a Trust, LLC or other legal entity or there are multiple owners needing to designate one authorized agent
    - Trust or LLC documents:
      - 1<sup>st</sup> Page of trust & pages naming trustee(s)
      - Signature authorization page
      - Power of attorney, signature page
      - Any other relevant pages
    - A Statement of Facts (DMV Form 256) for each burned vehicle is to be removed as part of the public cleanup. The form can be found at: <https://www.dmv.ca.gov/portal/uploads/2020/06/reg256-1.pdf>
    - Access ROE from property owners if access is needed through other properties and no right-of-way easement has been recorded

4. Upon submission of the ROE (either by email or in-person by appointment), PBES staff will conduct a final completeness review, verify owner/agent information for property, finish the intake processes, and approve the application. Staff will provide you a hardcopy (and/or email) of your entire approved ROE for your records.



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

Name of Owner(s)/Agent: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Phone Number of Owner(s)/Agent: \_\_\_\_\_

Email of Owner(s)/Agent: \_\_\_\_\_

Property Address: \_\_\_\_\_

Assessor's Parcel No. (APN): \_\_\_\_\_

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 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 Napa County ("County"), as well as the State of California ("State"), 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") and will guarantee access to the property for the activities described herein.

**1. 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 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, cut, test, remove, and clear wildfire-generated debris of whatever nature including but not limited to burned or

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Property Address: \_\_\_\_\_

APN: \_\_\_\_\_

partially burned structures, ash, concrete foundations, contaminated soil, vehicles, trailers, waste, hazard trees or other debris from the Property ("Debris and Hazard Tree Removal").

**3. Hazard Trees:** Hazard Trees are wildfire-damaged trees that have been 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 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 does not include the removal of tree stumps.

**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 for Debris and Hazard Tree Removal. Owner is responsible for removing, at Owner's expense, any items not eligible for Debris and Hazard Tree Removal. Owner's failure to remove items not eligible for Debris and Hazard Tree Removal may later be deemed a public nuisance by local officials.

**5. Reimbursement:** All Debris and Hazard Tree 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, automobile, or property insurance. Most homeowner's insurance policies include coverage for Debris and Hazard Tree Removal. State and federal law require Owner 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 perform Debris and Hazard Tree Removal, 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.

**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 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 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 Debris and/or Hazard Tree Removal. Owner shall not be liable for any further Debris and Hazard Tree Removal costs to County.

**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 Debris and/or 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/or Hazard Tree Removal remaining in a larger coverage category to County, in an amount not to exceed the actual cost of the Debris and/or 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 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.

**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 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 Debris and/or Hazard Tree Removal.

**Homeowner's Insurance:**

Insurance Company: \_\_\_\_\_

Policy Number: \_\_\_\_\_

Claim Number: \_\_\_\_\_

Agent's Name: \_\_\_\_\_

Agent's Phone / e-mail: \_\_\_\_\_

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Property Address: \_\_\_\_\_

APN: \_\_\_\_\_



6. **Waiver of Liability:** Owner acknowledges that the Government's decisions about when, where, and how to provide Debris and Hazard Tree 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 and Hazardous Tree Removal activities. Please also see sections 10 and 11, below.** Owner therefore waives any claims or legal action against the Government. This indemnification is required by 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, sections 5148 and 5173. Nothing in this section 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 hazard trees, and other debris material, and the selection of personnel to identify hazard trees and other debris material, shall be at the sole discretion of the Government and 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/or removal of hazard trees and other debris material.**

7. **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.

8. **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, 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 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.

9. **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 Debris and/or Hazard Tree Removal. The Government will endeavor to avoid all marked structures; however, Owner acknowledges pursuant to Section 6, they indemnify, hold and save harmless the Government from any damages to marked or unmarked structures.

**10. 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 Debris and Hazard Tree Removal. By signing this ROE and opting into the Government Debris and Hazard Tree 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 and Hazard Tree Removal operations. Owner hereby promises to 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 such Debris and Hazard Tree Removal.

**11. Damage to Improved Property:** 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 operations at [Environmental-Fire@countyofnapa.org](mailto:Environmental-Fire@countyofnapa.org). However, Owner acknowledges Section 6 of this ROE limits the liability of the Government with respect to such damage, if any.

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

**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 at [Environmental-Fire@countyofnapa.org](mailto:Environmental-Fire@countyofnapa.org) (see below).

**14. 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.



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

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Title and Printed name of County Representative

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Signature of County Representative

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Date

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Property Address: \_\_\_\_\_

APN: \_\_\_\_\_

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

**Please identify all that apply on the Property:**

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

<b>Underground Tanks</b>	<b>Location</b>	<b>Construction Date (If Known)</b>	<b>Comments</b>
Septic <sup>1</sup> Tanks and Leach Fields			
Fuel/Oil <sup>2</sup>			
Water			
Other:			

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Property Address: \_\_\_\_\_

APN: \_\_\_\_\_

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

2. Owner must provide documentation of ownership for large propane tanks to be removed.

<b>Underground Structures</b>	<b>Location</b>	<b>Construction Date (If Known)</b>	<b>Comments</b>
Basement			
Root Cellar			
Other (water wells, cisterns/dug wells, mine shafts, etc):			

**Insert or Draw Map of Property**

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Property Address: \_\_\_\_\_  
APN: \_\_\_\_\_





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## ELECTRONIC SIGNATURE ACKNOWLEDGEMENT

By executing this Electronic Signature Acknowledgement, 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 Napa 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 Napa 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: [Environmental-Fire@countyofnapa.org](mailto:Environmental-Fire@countyofnapa.org).

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.

OWNER'S SIGNATURE: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

OWNER'S PHONE #: \_\_\_\_\_

OWNER'S EMAIL ADDRESS: \_\_\_\_\_