

State of Hawaii
County of Maui
Department of Public Works
200 S. High Street
Wailuku, HI 96793
ROE@mauirecovers.org

▶ Name of Owner(s)/Agent: _____

▶ Phone Number of Owner(s)/Agent: _____

▶ Email Address of Owner(s)/Agent: _____

▶ Property Address: _____

▶ Property Tax Map Key No. (TMK): _____

Right of Entry Permit for Debris and Hazard Tree Removal on Private Property¹

This Right of Entry Permit (ROE) enrolls the private property listed above in the Consolidated Demolition, Debris and Hazard Tree Removal Program (referred to as "Demolition, Debris and Hazard Tree Removal Program," or "Program"), which will remove debris from enrolled parcels including destroyed structures, destroyed vehicles (burned hulks), fire-damaged trees which threaten public infrastructure or present a hazard to debris removal crews, demolition of clearly destroyed structures as determined by the County of Maui, 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, email address, or fax number listed above.

A. PROGRAM OVERVIEW

This section describes what work will be conducted as part of the Demolition, Debris and

¹ Reasonable Accommodations: Reasonable accommodations for individuals with disabilities are available upon request. Please send all accommodation requests to ada.coordinator@mauicounty.gov or (808) 463-3168.

Hazard Tree Removal Program, the timeframe of the work, and how you will be notified when work is complete.

1. Authorization: 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 County of Maui("County"), as well as the State of Hawaii ("State"), and the United States of America, including their respective agents, successors and assigns, contractors and subcontractors (collectively, the "Government"), a right to enter upon the real property specified above by address and TMK (hereafter the "Property") and will guarantee access to the property for the activities described herein.

2. Period: This ROE shall expire when the Demolition, Debris and Hazard Tree Removal Program described in Section 3 is completed, as determined in the sole discretion of the Government. Owner shall be notified by the County of Maui 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 Demolition, Debris and Hazard Tree 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 Demolition, Debris and Hazard Tree Removal Program, Owner may not opt out of the demolition of a clearly destroyed structure as determined by the County of Maui, or removal of any particular type of wildfire-generated debris, such as foundations and hazard trees, or demolition, that the Government determines must be removed/demolished. The Demolition, Debris and Hazard Tree Removal Program includes:

- a) Assessment of the Property to identify site hazards, hazardous trees, environmental resources, asbestos containing materials, and any survey related work to establish property boundaries;
- 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) Demolition and removal of clearly destroyed structures, structures that pose an immediate threat to the general public, or where there is an imminent threat of collapse of the structure as identified by the County of Maui;
- e) Removal of contaminated soil from affected areas;

- f) 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;
- g) Removal of fire damaged trees assessed as hazardous (not including stumps), and removal of other trees as needed which impact the public right of way or the debris removal crew's ability to access the Property safely and fell and remove hazardous trees;
- h) Installation of erosion control measures, such as straw wattles, compost socks, and/or gravel or crushed cinder; and
- i) Archaeological, cultural and historic 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 insured. This section describes what portion of your insurance coverage may need to be provided to the Government to avoid duplication of benefits 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: Demolition, Wildfire-generated debris and hazard tree removal under the Demolition, Debris and Hazard Tree 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 as applicable. Federal law prohibits an Owner from receiving insurance proceeds for demolition, debris removal/hazard tree removal if the same work is performed by 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 and to demolish clearly destroyed structures, structures that pose an immediate threat to the general public, or where there is an imminent threat of collapse of the structure as identified by the County of Maui, under the Demolition, Debris and Hazard Tree Removal Program, Owner agrees to assign any demolition, debris removal and/or hazard tree removal insurance proceeds to the Government to avoid duplication of benefits and 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 the Hawaii Insurance Code, Hawaii revised statutes chapter 431 authorizing the insurance company to communicate directly with the Government regarding any and all insurance issues related to the Demolition, Debris and Hazard Tree Removal Program.

- a. Specified Demolition, 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, hazard tree removal and demolition, 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 demolition, wildfire-generated debris and hazard tree removal. Owner shall not be liable for any further demolition, wildfire-generated debris and hazard tree removal costs to the County. If Owner spends some or all of this coverage on other demolition or 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 demolition or debris removal expenses with their insurance company.

b. No Specified Demolition, 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, hazard tree removal and demolition, 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, hazard tree removal and demolition remaining in a larger coverage category to County, in an amount not to exceed the actual cost of the wildfire-generated debris, hazard tree removal and demolition.

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 shall 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 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 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: _____

No Insurance: If Owner does not have homeowner's or automobile insurance, or other similar insurance, then Owner certifies under penalty of perjury by their 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
_____ Second Owner's signature	_____ Date
_____ Third Owner's signature	_____ Date

5. Property Sales: 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 (available from Maui County) and the new Owner fills out a new ROE. Costs for work completed will be billed to the insurance company of the owner of the Property at the time of the wildfire, if applicable.

C. RELEASE, INDEMNIFICATION, AND INCIDENTAL DAMAGE

This section releases and indemnifies the Government from claims that may result from the Demolition, Debris and Hazard Tree Removal Program and describes damage to roadways and driveways that may occur.

6. Release and Waiver of Liability: Owner acknowledges that the Government's decisions about when, where, and how to provide wildfire-generated debris, hazard tree removal and demolition 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 Demolition, Debris and Hazard Tree Removal Program. Please also see sections 7 and 9 below.** Owner, therefore, waives any claims or legal action against the Government, in accordance with state and federal law, including Hawaii Revised Statutes Section 127A-9 and the Stafford Act, 42 United States Code, section 5148 and acknowledges the immunity contained therein for any and all activities conducted pursuant to this Right of Entry. Nothing in this section impacts the Owner's right to pursue claims with insurance companies under their applicable insurance policy or policies. Owner acknowledges that enrollment in the Demolition, Debris and Hazard Tree Removal Program is entirely voluntary and hereby accepts the release and waiver of liability by affirmatively enrolling in the Demolition, Debris and Hazard Tree Removal Program.


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, as well as the determination of whether a structure is clearly destroyed, poses an immediate threat to the general public, or where there is an imminent threat of collapse of the structure as identified by the County of Maui and will be demolished, shall be at the sole discretion of the Government and Owner expressly waives and releases any claims in that regard.

- 7. Indemnification:** Owner agrees to indemnify, hold and save harmless the Government from any and all claims, damage, or losses arising out of the Demolition, Debris and Hazardous Tree Removal Program activities carried out pursuant to this ROE.
- 8. Notice to Mortgage/Lienholder if Demolition will be Performed:** Owner agrees to be responsible to notify any mortgage holder or other lienholder of the demolition of any clearly destroyed structures that will be performed as part of this ROE to the extent such notification is required by law or Owner's agreement with such mortgage/lienholder.
- 9. Markings of Infrastructure Facilities:** 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 Demolition, Debris and/or Hazard Tree Removal. The Government will endeavor to avoid all marked structures; however, Owner acknowledges pursuant to Section 7, they indemnify, hold and save harmless the Government from any damages to marked or unmarked structures.

D. OTHER TERMS

- 10. Modification:** The provisions of the ROE may not be modified. Owner may withdraw from the Program by submitting an executed *Withdrawal Form* to the County at ROE@mauirecovers.org or Department of Public Works, 200 S. High Street, Wailuku, HI 96793 (available upon request). If Owner withdraws after work commences under the Demolition, Debris and Hazard Tree Removal Program, the Government may seek reimbursement for expenses incurred up to the point of withdrawal, consistent with Section 4 herein, including insurance claims.
- 11. 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.

12. Privacy Statement and Public Records Act: Owner acknowledges that completed ROE forms may be subject to public disclosure under the Hawaii Uniform Information Practices Act (Hawaii Revised Statutes section 92F.) and other applicable state and federal laws. The information shared in this ROE form will be shared with other government agencies, federal and non-federal, and contractors, their subcontractors and employees, but only for the purposes of disaster relief management to meet the objections of this ROE form.

 _____

Printed name of Owner or Agent

 _____

Signature of Owner or Agent

_____ Date

 _____

Printed name of Second Owner or Agent

 _____

Signature of Second Owner or Agent

_____ Date

 _____

Printed name of Third Owner or Agent

 _____

Signature of Third Owner or Agent

_____ Date

Approved by County of Maui and verified that the Property, TMK, 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 Demolition, Debris and Hazard Tree 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 #	
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City		County	
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Zip Code		Tax Map Key Number (TMK)	
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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, ATV, 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

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