

ROE No. _____	<b>PRIVATE CONTRACTOR/FORCE ACCOUNT</b> <b>SOE Hurricane IDA</b> <b>DW: Private Property Debris Removal</b> _____, Louisiana
<b>GPS Location:</b> Longitude _____ Latitude _____	<b>Remarks:</b> _____ <b>Age of Structure/Property:</b> _____

**RIGHT-OF-ENTRY ONTO PRIVATE PROPERTY FOR DEBRIS REMOVAL  
HURRICANE IDA DISASTER ASSISTANCE (SOE HURRICANE IDA)**

Ownership Interest, Debris Removal Request, and Grant of Right of Entry

The undersigned hereby certifies they/he/she are/is the owner(s), or lessee(s) or mortgagor(s) with authority to grant access to the property bearing municipal number: \_\_\_\_\_, and do(es) hereby request aid in removing debris which presents an immediate threat to the lives, public health and safety of the Citizens of Plaquemines Parish, and to prevent further damage to the property and authorize(s) the Parish of Plaquemines, State of Louisiana, its agents, successors and assigns and its contractors and subcontractors, the United States of America and its agents and assigns, and its contractors and subcontractors (collectively, the “Debris Removal Parties”), to have the right of access and to enter in and onto the property for the purpose of removing and clearing any or all Hurricane Ida-generated debris of whatever nature from the above described property.

Removal of All Non-Dwelling Debris

If there is vegetative, construction and demolition waste, white goods and other miscellaneous debris (except motor vehicles) that is to be removed on private property:

- I/We expressly give permission to the Debris Removal Parties remove the vegetative, construction and demolition waste, white goods and other miscellaneous debris (except motor vehicles); and
- If insured, I/we certify that the insurance adjuster has seen vegetative, construction and demolition waste, white goods and other miscellaneous debris (except motor vehicles).
- Not applicable.

Removal of Any Motor Vehicles

If there is motor vehicle debris that is to be removed on private property:

- I/We expressly give permission to the Debris Removal Parties remove any motor vehicle; and
- If insured, I/we certify that the insurance adjuster has seen the motor vehicle.
- Not applicable.

### Removal of Any Dwellings and Structures

If there is a dwelling or structure that is to be removed on private property:

- I/We expressly give permission to the Debris Removal Parties to remove the dwellings and structures; and
- If insured, I/we certify that the insurance adjuster has seen the dwellings and structures.
- Not applicable

### Removal of Any Solitary Standing Wall

If there is a solitary standing wall that is to be removed on private property:

- I/We expressly give permission to the Debris Removal Parties remove the solitary standing wall; and
- If insured, I/we certify that the insurance adjuster has seen the wall.
- Not applicable.

### Debris Touching Any Dwelling

If there is debris on or touching a dwelling on private property:

- I/We expressly give permission to the Debris Removal Parties to remove the debris touching any dwelling; and
- If insured, I/we certify that the insurance adjuster has seen the dwelling.
- Not applicable

### Government Not Obligated; No Expense Except For Insurance Proceeds

It is fully understood that this Right-of-Entry is not an obligation of the Debris Removal Parties to perform debris clearance. If determined necessary and in the public interest in accordance with federal regulations, the debris clearance will be conducted at no expense to the said property owner(s) by personnel authorized by the Plaquemines Parish Government, although insurance, reimbursement or other proceeds paid to myself/us for debris removal resulting from Hurricane Ida must be handled as set out below.

### Government Indemnified and Held Harmless

Additionally, the undersigned will indemnify and hold harmless the Debris Removal Parties for any damage of any type whatsoever to the above described property or to personal property and fixtures situated thereon, or for bodily injury or death to persons on the property, and hereby releases, discharges and waives any and all actions, either legal or equitable, which the undersigned has, or ever might or may have, by reason of any action of aforesaid Debris Removal Parties taken to accomplish the aforementioned purpose.

## Avoidance of Duplication of Benefits; Reporting Receipt of Money for Debris Removal

The undersigned understands and acknowledges that receipt of compensation or reimbursement, compensation for performance of the aforementioned activities from any other source, including Small Business Administration, Natural Resources Conservation Service, private insurance, an individual and family grant program or any other public assistance program could constitute a duplication of benefits prohibited by federal law. In the event any compensation from any source is received by the undersigned or any other party for performance of the aforementioned activities on this property, the undersigned will report the same to the Plaquemines Parish Government identified herein where the property is located. The undersigned will report any such compensation or reimbursement received as of this date.

The undersigned agrees to work with the PLAQUEMINES PARISH GOVERNMENT, GOHSEP, and FEMA to pursue and recover insurance proceeds applicable to this work and credit FEMA the federal share of any proceeds received.

## Power and Authority to Sign Right of Entry

The undersigned represents and warrants that he/she/they has/have full power and authority to execute and fully perform the obligations under this Right-of-Entry without the need for any further action, or that he/she/they is/are duly appointed agent(s) of the owner/lessee/mortgagor, and that he/she/they has/have full power and authority to execute and fully perform the obligations under this Right-of-Entry without the need for any further action. Additionally, the undersigned is fully aware that an individual who fraudulently or willfully misstates any fact in connection with this agreement 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 USC 1001.

## Release of Insurance Information

If insured, the undersigned, authorizes its insurer, \_\_\_\_\_ to release information relating to coverage and payments for debris removal (claim # \_\_\_\_\_ policy # \_\_\_\_\_) to the Plaquemines Parish Government identified herein and/or to the State of Louisiana and/or to the United States of America and its FEMA employees or their contractors who present this form.

[SIGNATURES ON PAGE 4]

Signature(s) and Witness

For the considerations and purposes set forth herein, I/we hereby set my/our hand(s) and seal(s) this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

Witnesses:

\_\_\_\_\_  
Printed Name \_\_\_\_\_

\_\_\_\_\_  
Person with Property Interest or  
Their Authorized Agent  
Print Name: \_\_\_\_\_  
Current Telephone No. \_\_\_\_\_  
Current Address: \_\_\_\_\_

\_\_\_\_\_  
Printed Name \_\_\_\_\_

\_\_\_\_\_  
Property Owner or Property Owner's Authorized  
Agent  
Print Name: \_\_\_\_\_  
Current Telephone No. \_\_\_\_\_  
Current Address: \_\_\_\_\_

Privacy Act Statement: The above signed acknowledge(s) that information submitted will be shared with other government agencies, federal and nonfederal, and contractors, their subcontractors and employees for purposes of disaster relief management and for the objectives of this Right-of-Entry.

This form is signed in order to gain access to perform debris removal operations on the above-mentioned property and authorize the release of insurance policy and claim information.

*For more information, please contact Chris Bellavia at (561) 504-1053 or email [cbellavia@rostan.com](mailto:cbellavia@rostan.com)*