



TAB E
PRIVATE PROPERTY DEBRIS REMOVAL



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TAB E: PRIVATE PROPERTY DEBRIS REMOVAL

I. PRIVATE PROPERTY DEBRIS REMOVAL (PPDR).

- A. Debris located on private property is the responsibility of the property owner. Property owners and communities must rely heavily on private contractors to collect, remove, and otherwise manage debris located on private property.
- B. County jurisdictions may remove debris from private property when the following conditions are met:
 - 1. The debris located on private property is determined to be an immediate threat to the public. This determination may be made by:
 - a. The Public Health Department or other public entity with legal authority stating that disaster-generated debris on private property constitutes an immediate threat to life, public health, and/or safety; and/or
 - b. County jurisdictional Building Safety and Regulatory Services may also provide documentation stating that the debris on private property poses an immediate threat to improved property and that its removal is cost effective.
 - 2. The property is located within the jurisdiction's legal responsibility. The jurisdiction must demonstrate its authority and legal responsibility to enter private property to perform demolition of unsafe structures.
 - a. Ordinarily, County jurisdictions rely on established local condemnation and/or nuisance abatement ordinances to obtain legal responsibility prior to the commencement of debris removal work.
 - b. During emergency situations, ordinary condemnation and/or nuisance abatement procedures may be too time consuming to address an immediate public health and safety threat. Under these circumstances, County jurisdictions may not be required to precisely follow their established nuisance abatement procedures, or other ordinances that would prevent the jurisdiction from taking the appropriate protective measures required to protect the public's health and safety.
 - 3. Legal Documentation is established for PPDR. County jurisdictions are required to properly document all legal processes used to gain access to private property, as well as document applicable scopes



of work, and compliance with local, State, and Federal environmental and historic preservation review requirements. At a minimum, the following documents are recommended for PPDR work:

- a. Right-of-Entry. A Right-of-Entry signed by the property owner should include a Hold Harmless Agreement and indemnification applicable to the project's scope-of-work. County jurisdictional Legal Offices should review the Right-of-Entry form and the language of the Hold Harmless Agreement and indemnification. The Right-of-Entry form may also include space for the private property owner's insurance information (policy number) for verification purposes, if applicable.
- b. Photos are strongly encouraged to show the condition of the property prior to the beginning of the work. Generally, pictures are used to confirm the address and identified scope-of-work on the property.
- c. PPR Assessment. A PPDR Assessment is a property-specific assessment which establishes the scope of eligible work. This may be a map which serves as a guide indicating the location of the eligible items of work that present an immediate threat relative to improved property or ingress and egress routes. These maps may incorporate symbols and a legend to identify structures, property lines, and eligible items of work. This assessment may also be a work order or may be covered in the right-of-entry form, as long as the scope of work can be clearly identified.
- d. Documentation of Environmental and Historic Review. Debris removal work from private property must satisfy compliance review requirements as established by 44 CFR Parts 9 and 10 and all other applicable Federal environmental and historic preservation requirements.

II. DEMOLITION OF PRIVATE STRUCTURES.

- A. The primary responsibility for demolition of unsafe structures lies with the owner whether it is private or government owned property. Dangerous structures will be the responsibility of the owner to demolish to protect the health and safety of adjacent residents. However, if unsafe structures remain because of the lack of insurance and/or absentee landlords, local jurisdictions may need to enter private property to demolish private



structures made unsafe by disasters to eliminate immediate threats to life, public health, and safety.

- B. County jurisdictions may undertake the demolition of unsafe privately owned structures and subsequent removal of demolition debris when the following conditions are met:
1. The structures were damaged and made unsafe by the declared disaster, and are located in the area of the disaster declaration;
 2. The jurisdiction certifies that the structures are determined to be unsafe and pose an immediate threat to the public. An unsafe structure is a non-commercial or nonindustrial structure that threatens the life, health or safety of the public because the structure is so damaged or structurally unsafe that partial or complete collapse is imminent. This certification may be made by a State or local jurisdiction's building inspector and may be based on a structural assessment in accordance with local ordinances and building codes;
 3. The jurisdiction has the legal responsibility to perform the demolition. Similar to private property debris removal, the jurisdiction must demonstrate its authority and legal responsibility to enter private property to perform demolition of unsafe structures. The legal basis for this responsibility must be established by law, ordinance, or code at the time of the disaster and must be relevant to the post-disaster condition representing an immediate threat to life, public health, and safety, and not merely define the applicant's uniform level of services;
 4. A legally authorized official has ordered the demolition of unsafe structures and removal of demolition debris;
 5. The jurisdiction has indemnified the Federal government and its employees, agents, and contractors from any claims arising from the demolition work; and
 6. The demolition work is completed within the completion deadlines outlined in 44 CFR Section 206.204 for emergency work.
- C. Documentation for Demolition. Similar to the PPDR process described above, it is recommended jurisdictions maintain the following documentation for each property:
1. Right-of-entry;
 2. Photos of the structure(s);



3. Structural assessment(s), or other certification that the structure(s) determined to be unsafe pose an immediate threat to the public, based on local ordinances or building codes.
4. Notice(s) of Demolition; and
5. Documentation of environmental and historic review.

NOTE: FEMA PA funds may be used for demolition and removal of resulting debris under the authority of Section 403, Essential Assistance, of the Stafford Act. This section allows for the demolition of unsafe structures that pose an immediate threat to life, property, or public health and safety.

III. COMMERCIAL PROPERTY.

- A. The removal of debris from commercial property and the demolition of commercial structures is generally not the responsibility of the local jurisdiction. It is assumed and expected that these commercial enterprises retain insurance that can and will cover the cost of debris removal and/or demolition.
- B. However, in some cases as determined by the Federal Coordinating Officer (FEMA), the removal of debris from private commercial property and/or the demolition of private commercial structures by the local jurisdiction may be approved only if such removal is in the public interest.

NOTE. Industrial parks, private golf courses, commercial cemeteries, apartments, condominiums, and mobile homes in commercial trailer parks are generally considered commercial property.

IV. DUPLICATION OF BENEFITS

- A. Most homeowner's insurance policies have coverage to pay for removal of storm-generated debris.
- B. Federal law (42 U.S. C. 5155 *et seq.*) requires the homeowner to reimburse the eligible applicant the cost of removing the storm-generated debris to the extent covered in the homeowner's insurance policy.
- C. The homeowner must provide a copy of the proof/statement of loss from the insurance company to the eligible applicant. If/when the homeowner receives payment for debris removal from the insurance company or any other source, the homeowner must agree to notify and send payment and proof/statement of loss to the eligible applicant.



EXHIBIT 1
PRIVATE COMMUNITIES AND RIGHT OF ENTRY WAY AGREEMENTS



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EXHIBIT 1: PRIVATE COMMUNITIES AND RIGHT OF ENTRY WAY

PRIVATE COMMUNITIES AND RIGHT OF ENTRY WAY

- ☐ Autumn Lake
- ☐ Causton Bluff
- ☐ Dutch Island
- ☐ Emerald Point
- ☐ Enclave
- ☐ Forest cove
- ☐ Isle of South Harbour
- ☐ Long Point
- ☐ Modena Island
- ☐ Mosswood
- ☐ Scarborough Cove
- ☐ Stonebridge
- ☐ The Landings
- ☐ Turners Cove
- ☐ Winterberry
- ☐ Woodlands
- ☐ Wylly Island



RIGHT OF ENTRY/ HOLD HARMLESS AGREEMENT

RIGHT OF ENTRY PERMIT NO. _____

DATE _____

PROPERTY ADDRESS/DESCRIPTION

NAME (OWNER'S OR OWNER'S AUTHORIZED AGENT)

RIGHT OF ENTRY: I certify that I am the owner or the owner's authorized agent of the above-described property. I grant freely and without coercion the right of access and entry to said property to representatives of the Federal Emergency Management Agency (FEMA), the U.S. Army Corps of Engineers (USACE) and the USDA Forest Service to inspect the property for purposes of determining whether disaster-generated debris is eligible for removal under FEMA'S programs and to monitor that removal, and to (eligible applicant)_____, it's agents, contractors and subcontractors for the purpose of removing and/or clearing that disaster-generated debris from that property.

HOLD HARMLESS: I understand that this permit is not an obligation upon the government to perform debris removal. I agree to hold harmless the United States Government, FEMA, USACE, the USDA Forest Service, (eligible applicant) _____ and any of their agencies, agents, contractors and subcontractors, for damages of any type whatsoever either to the above-described property or to persons situated thereon. I release, discharge and waive any action either legal or equitable that might arise by reason of any action of the above entities while removing disaster-generated debris from the property. I will mark sewer lines, septic tanks, water lines and utilities located on the property.

DUPLICATION OF BENEFITS: Most homeowner's insurance policies have coverage to pay for removal of storm- generated debris. I understand that federal law (42 U.S. C. 5155 *et seq.*) requires me to reimburse (eligible applicant)_____ the cost of removing the storm-generated debris to the extent covered in my insurance policy. I also understand that I must provide a copy of the proof/statement of loss from my insurance company to (eligible applicant)_____. If I have received payment or when I receive payment, for debris removal from my insurance company or any other source, I agree to notify and send payment and proof/statement of loss to (eligible applicant)_____. I understand that all disaster-related funding, including that for debris removal from private property is subject to audit.

SWORN & ATTESTED

All owners/agents must sign below.

WITNESSED:

