

NYC[®] **Rapid Repairs**
The City of New York

REQUEST FOR EXPRESSION OF INTEREST

November 17, 2012

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PURPOSE OF REQUEST FOR EXPRESSION OF INTEREST (RFEI)

Hurricane Sandy has caused unprecedented damage throughout the city. The City of New York has issued an emergency declaration in order to proceed with emergency procurements for the temporary restoration of heat, power, and hot water, as well as ancillary repairs necessary to provide heat, power, and hot water to residential properties damaged by Hurricane Sandy, protect them from further damage, and allow to remain in, or return to, their homes. Because of the number of displaced residents and the ensuing temporary housing crisis, as well as the large number of people remaining in their homes without adequate utility service and winter fast approaching, work under this procurement must be able to start immediately.

All work performed pursuant to these contracts will be done in accordance with guidelines established by the Federal Emergency Management Agency (FEMA) and will be managed through the City's recently created Rapid Repairs Program (RRP). The purpose of this Request for Expression of Interest (RFEI) is to solicit interest from a select list of building construction contractors capable of delivering these types of services on a large scale and harnessing the resources required to deliver at a rapid pace. Responses to this RFEI will be used to select up to 8 general contractors. Each selected contractor will be assigned a geographical sub-area of the City to execute the scope of services described in this RFEI. Residential properties will range from individual single family homes to multi-story residential buildings with over 100 units.

DESCRIPTION OF NEW YORK CITY RAPID REPAIRS PROGRAM

Approximately 60,000 residential buildings were located within the FEMA surge zone. Many buildings sustained flood-related damage and are still without heat, power, hot water or necessary repairs required to make them safe for residents. While a portion of the property owners have had the resources to make temporary or permanent repairs to their properties in the past few weeks, many have not. This leaves thousands of New Yorkers without acceptable living conditions and many remain displaced from their residences. Mayor Bloomberg recently announced the creation of the NYC Rapid Repairs Program (RRP). This program is designed to assist property owners in their efforts to restore services. FEMA is assisting the City and the public in their efforts to get people back into their homes safely and securely. While FEMA will reimburse the City for the costs associated with this program, the City must mobilize contractors to complete the work expeditiously.

Services pursuant to this procurement will be provided to eligible property owners in the storm damaged areas throughout the five boroughs. Work will take place in single and two family homes and

in larger residential buildings to the extent that the property owners qualify for the program. The estimated cost to repair single and two family homes, or privately owned condominiums or townhouses is approximately \$10,000 to \$30,000 per unit depending on the extent of damage and the size of the home. The estimated cost to provide largely temporary services to larger multi-unit buildings for up to a 90 day period, until the property owner can secure permanent materials and equipment, ranges from approximately \$100,000 to \$300,000, largely depending on the number of units per building and again, the extent of the damage.

The City will procure the services of up to 8 large construction firms to implement the temporary restoration of necessary services in single and multiple dwelling residences in damaged areas. Contractors will be chosen based on experience delivering similar programs and their local capacity to obtain materials and provide services on an expedited basis. Initial assignments will be divided in relatively even geographical sub-regions of the City, each containing approximately 2,000 to 3,000 residential building properties. Sub-areas will have a diverse make-up of single family and multi-family residences reflecting the diversity of neighborhoods in the City. The City will also procure the services of a Program Management firm under a separate professional services solicitation, to support the RRP in overseeing the execution of this program.

Each contractor is expected to be able to complete work orders for the 2,000 to 3,000 buildings in their geographic area, preferable by December 31, 2012, but no later than March 31, 2012. The City desires to have as many people back in their homes by year's end. To maximize work efficiencies, the City reserves the right to adjust workloads among the contractors on a weekly basis depending on performance, until all properties enlisted in the program are complete. DEP anticipates that contracts will be paid based on time and materials for the first two weeks of work. There after the full range of work will be converted to an alternative payment structure that may be based on unit price items and quantity take-offs, or other methods deemed to be in the best interest of the City. Unit item prices may include costs for field and corporate management as well as overhead and profit.

The Department of Environmental Protection (DEP) will enter into the contracts resulting from this RFEI. A Contract Term Sheet with signatory lines is included in this Request for Expression of Interest and will serve as the initial agreement between the City and selected Contractors to expedite the start of the work until the final contract is prepared for signature and filed with the Comptroller.

NEW YORK CITY RAPID REPAIRS PROGRAM SCHEDULE

The massive destruction of the storm leaving a vast number of New York City residents displaced or living unsafely in their homes, necessitates a rapid procurement process. Subsequently, the following schedule is desired for the solicitation, selection and execution of the Rapid Repairs Program:

Release of Request for Information	Saturday, November 17, 2012 at 7:00PM
Submission of Expression of Interest	Monday, November 19, 2012 at 10:00AM
Notice Contractors of Selection	Monday, November 19, 2012 at 5:00PM
Notice to Proceed (Signed Term Sheet)	Monday, November 19, 2012 at 9:00PM
Kick-Off Meeting with Selected Contractors	Tuesday, November 20, 2012 at 7:00AM
Initiate Work in Designated Zone	Tuesday, November 20, 2012 at 10:00AM
Complete Designated Zone Repairs	March 31, 2013

REQUEST FOR INTEREST INSTRUCTIONS

All questions and requests for additional information concerning this RFEI should be directed to Mary Pazan, the Agency Chief Contract Officer at mpazan@dep.nyc.gov. Expressions of Interest shall be hand delivered in a sealed envelope, no later than 10:00AM, Monday, November 19, 2012. E-mailed or faxed proposals will not be accepted. The envelope shall be delivered to the following address.

Mary Pazan, Chief Agency Chief Contracting Officer

NYC Department of Environmental Protection

250 Broadway, 24th Floor

New York, New York 10007

Expressions of Interest shall be limited to no greater more than 20 pages of single sided and single spaced text. The document shall include the following information:

1. Cover Letter (maximum of one page)
2. Description of Firm's Experience delivering similar types of scopes on large scale
3. Qualifications of Key Leadership to deliver similar type of program in size and scope
4. Availability of relevant resources for immediate mobilization to the City for execution of the scope of services and description of ability to ramp up to full capacity.
5. Capacity of team to execute the scope of work. As minimum, the capacity shall include: 1) an anticipated rate of productivity in the restoration of both single family residents and large multi-

story residential buildings (greater than 10 floors and 50 units); 2) an estimate of the number of buildings that could be reasonable restored by December 31, 2012 including assumptions and constraints.

6. Approach to delivery of the program to maximize efficiency and expedite delivery. Specific areas to address include overall project management and organizational structure, self-performance and subcontracting strategy, and data management capabilities.

PROPOSAL EVALUATION AND CONTRACT AWARD PROCEDURES

The City will review the submitted responses and anticipates selecting up to eight highly qualified contractors. Contracts will be awarded to the contractors whose responses are determined to be the most advantageous to the City, taking into consideration the criteria which are set forth in this RFEI and clearly demonstrate the ability to commence work in 24 hours.

The proposals will be evaluated based on the following criteria:

- Demonstrated past experience delivering a program of similar type and on a large scale
- Ability to mobilize necessary resources and trades to execute work efficiently and expeditiously
- Program delivery approach to achieve maximum efficiency and speed
- Experience and qualifications of proposed management team and key leadership positions

Respondents are encouraged to obtain insurance in an amount that reasonably protects them against claims arising from the work described in the RFEI and to provide information regarding the cost of obtaining different levels of insurance. Please note that insurance is a reimbursable expense under FEMA's STEP program and the City is willing to reimburse contractors for insurance expenses.

It is the expectation of the City that all submitting proposers are willing and able to sign the Term Sheet by 9PM, November 19, 2012 and begin execution of the work by 8AM, November 20, 2012. Protracted negotiations must be avoided.

Term Sheet for NYC Rapid Recovery Program

The City of New York, acting through the City Department of Environmental Protection (DEP), and [Contractor's name and address] (Contractor) agree to the following terms and conditions which shall govern services provided by Contractor under the NYC Rapid Repairs STEP Program. Due to the immediate and critical need for such services, it is the parties' intent that this term sheet (Term Sheet) be a binding agreement, entered into pursuant to City Charter section 315. It is also the parties' intent to enter into a subsequent contract regarding this work, which contract shall contain additional terms and conditions and supersede this Term Sheet.

A. Scope of Services

1. The scope of services to be provided by Contractor shall include labor and materials required to restore heat, hot water, and power to and to make temporary exterior and internal repairs necessary to allow residents to safely inhabit single family and multi-unit dwellings that were adversely affected by Hurricane Sandy and are designated by the City for participation in the NYC Rapid Repair STEP Program (collectively the Properties; each individual residence or building shall be referred to as a Property).
2. A general description of the scope of allowable services in a residential unit is included in the FEMA Recovery Program Guidance document entitled "Sheltering and Temporary Essential Power (STEP) Pilot Program" and the FEMA Disaster Assistance Policy document entitled "Debris Removal from Private Property" which are included as **Exhibit A** to this Term Sheet. The City understands that there is significant room for interpretation in these document and has prepared a NYC RR Scope Description to help bridge the gap between the FEMA Guidance Document and the work to be completed in the full range of anticipated residential properties. This NYC RR Scope Description will be provided prior to commence of work with the understanding that there may still be some areas requiring interpretation and the NYC RR Program Team is responsible for updating this document as necessary to enhance clarity.
3. In accordance with FEMA Guidelines, work on Properties involves the use of raw, unfinished materials to provide only emergency protective measures; for example, plywood covering may be used to provide temporary security of a damaged window. Work on single- or two-family homes may include permanent repairs and replacements if they allow the residents to return home more quickly. Work in multiple dwellings must be limited to labor and materials to provide temporary power for a time period not to exceed 90 days.
4. Contractor shall ensure that workers are properly licensed and it shall obtain necessary permits from the Department of Buildings to make the repairs. Fees for DOB permits will not be reimbursed as the City has waived fees for DOB permits for Properties.

B. Program Management and Procedure

1. The City anticipates hiring up to 8 General Contractors with the capacity and resources for rapid mobilization and execution of the Scope of Services. The City will divide the Surge Zone into geographical sub-areas to create a relatively even distribution of impacted properties. Each

prime contractor will be assigned one sub-area and will be responsible for conducting assessments and executing work orders of all enlisted and eligible property owners in this sub-area, consistent with the allowable scope of services.

2. For the purposes of planning work, each contractor will be provided with a data set of property owner addresses within their assigned zone. Attributes of each property shall include property type, number of units, Department of Buildings (DOB) assessments (red, yellow, green tagging system), Utility power service status, Utility gas service status, and any other available information that facilitates planning and executing the work.
3. The City shall designate a Project Manager to each contractor to ensure delivery in accordance with all NYC Rapid Repair Program protocols and policies and to serve as a liaison to other City Agencies and the Program Team to support the contractor in execution of the work.
4. The City, through its Customer Management consultant, will be responsible for the intake of property owners into the program and setting appointments for homeowner assessments and work order execution. The City will take responsibility for ensuring that all property owners requesting enrollment in the program are eligible to receive these benefits. The City, shall schedule appointments for inspections for one of three windows: 8:00 a.m. to 12:00 noon; 12:00 noon to 5:00 p.m.; and 5:00 p.m. to 9:00 p.m. and notify Contractor 24 hours in advance of appointments scheduled. Close communication and coordination between the City's Customer Management consultant and the selected contractor will be essential to ensure that the contractor has the appropriate resource capacity to keep pace with the appointments and that no appointments are missed. The contractor will be required to assign staff as necessary to expertly and efficiently support this coordination.
5. Each contractor will be required to have the homeowner, or its authorized representative, sign a Right of Entry form prior to execution of any inspection or repair work in the home. A copy of the Right of Entry form is attached to this Contract Term Sheet (**Exhibit B**). The Contractor will be required to submit an electronic copy of the signed form to the City's delegated Project Manager within 24 hours of receipt.
6. Each contractor will be required to use a uniform NYC RR Assessment Checklist and Work Order form to drive consistency in delivery across the entire program. The standardized protocols will also assist in confining the work to items allowable for FEMA reimbursement. Contractors will be expected to work cooperative with the City in refining these tools and protocols over the first week of the program as improvements are identified and lessons learned are shared. The City, through its Program Management Team, will be responsible for revising the tools and templates for redistribution to the Contractors in an expeditious manner.
7. Contractors are expected to utilize tablets or other means of electronically entering and managing all fields on the assessment and work order forms and documenting progression of the work. All completed assessments forms and subsequent production of work orders shall be delivered in electronic format, to the City's Project Manager within 24 hours of completion of the assessment. Contractors shall not execute any actual work in the residence that is not clearly identified as requiring repair or replacement on the assessment form and work order.
8. Contractors will be required to implement minimum project controls and statusing protocols dictated by the City's Program Management team to ensure consistent and timely transmission of data for reporting purposes.
9. On a weekly basis, the City shall assess the progress of work by each prime contractor emphasizing both the number of total residents that have been provided with safe heat, electricity and hot water and the total number of buildings that have been completed. There is a desire to prioritize the execution of the program to large multi-family buildings that reinstall the maximum number of displaced residents and to homes where repairs can be made rapidly

based on the assessment. Consideration for the types of buildings and the associated complexity will be considered in this analysis. Based on this analysis, properties will be transition from lower performing teams to higher performing teams for the sole purpose of maximizing the number of residents returned to their home at the earliest date.

10. The City, through its Program Management Team, will implement an independent Quality Assurance and Quality Control program. The program will consist of a random sampling of property assessments and completed work orders with the intent of identifying excessive loading of work orders with unnecessary repairs, inadequate identification of necessary repairs included in the scope of work, discrepancy in actual work completed and itemized work orders, quality of workmanship of completed work, etc. There will be a **zero tolerance policy** for any abuse in the program.
11. Safety is the City's highest priority. Contractor shall provide protective gear and employee health and safety training to all workers who enter Properties. The City, through its Program Management team has prepared requirements for the management of Environmental Health and Safety (EHS) in the execution of this program. These EHS requirements are consistent with OSHA and Best Practices and each Contractor will be expected to develop and implement a program-specific EHS Management Plan to ensure worker health and safety. The Program Management Team will oversee whether the Contractor's plan is being properly implemented.
12. The City has prepared guidance documents to help facilitate contractor understanding of local and state regulatory and permitting requirements related to the Rapid Recovery Program in the areas of Department of Buildings permit filing requirements; Con Ed, Long Island Power Authority (LIPA) and National Grid utility restoration, and Department of Environmental Protection Asbestos Inspection and Abatement . The Contractor is responsible for all filings and applications described in these documents. The delegated City Project Manager will serve as a liaison to the Contractor with the listed City Agencies and Utilities to support the Prime Contractors receipt of timely clarifications and the Program Team will update the NYC RRP guidance documents to reflect changes in protocols.

C. Term and Payment

1. This contract shall commence on November 19, 2012 and terminate on March 31, 2013.
2. To facilitate expeditious reimbursement from FEMA for program costs, a fair and reasonable unit price payment structure is desired. The City understands that the breadth of this program does not readily facilitate negotiation of unit prices at notice to proceed. To address this concern, for an initial term not longer than 14 days from the commencement of work, the City shall pay Contractor on a time and materials basis plus 10% for overhead and 10% for profit. After 14 days, or such other time as determined in the sole discretion of the City, the City, in consultation with Contractor shall establish an alternative payment and pricing structure. Such alternative payment and pricing structure may be based on RS Means with the appropriate region multiplier, unit costs, or any other basis deemed reasonable by the City. Upon the establishment of an alternative means of payment or price structure, Contractor shall have the option to continue its contract with the City or to terminate its contract. Notice of termination shall be provided within 1 day of the City's notice to the Contractor of the alternative payment and pricing structure. Those contractors electing to continue with the program may be provided redistributed geographical areas and will be paid for all services provided under the program from Notice to Proceed through Final Acceptance utilizing the unit prices.

3. Upon Application of the Contractor with appropriate documentation, the City may agree to pay up to 30% of the invoiced cost of buying certain materials prior to completion of the work in those cases where materials are needed immediately in large quantities and where supplies may be constrained (e.g. boilers, fire water pumps, etc.) due to high demands as a result of Hurricane Sandy and where it is the best interest of the City in the expeditious execution of the work. In the event that materials bought with advanced funds are not installed, the contractor is required to return the material and the City will be liable only for the reshelving or similar fee, up to a cap of 15% of the original invoice price including shipping and handling.
4. The contractor shall be paid for approved work that has been performed pursuant to the approved Work Order form regardless of whether FEMA ultimately reimburses the City for such work.

D. Compliance with Law

1. All services provided by Contractor shall be performed in accordance with all laws, rules and regulations, including those related to the health and safety of employees and residents.
2. Contractor shall pay employees in accordance with Davis-Bacon wage rates or City prevailing wage rates, whichever is higher for a particular title; comply with federal Equal Employment Opportunity requirements (Executive Order 11246 of September 24, 1965 as amended); comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act ([40 U.S.C. 327-330](#)) as supplemented by Department of Labor regulations (29 CFR Part 5); and comply with 44 CFR 13.36(i).

E. Audit and Termination

1. Under the direction of the NYC Department of Investigation (DOI), an independent monitor(s) will be hired to conduct audits and investigations as may be appropriate to ensure that Rapid Repair Program contractors comply with local, state and federal laws, rules and regulations in connection with all Rapid Repair Program work; that the contractors comply with all the terms and conditions of the contracts and agreements they enter into with the City in connection with the Rapid Response Program; and that the contractors prepare, maintain and submit accurate payroll reports and payment requisitions in connection with the Rapid Repair Program. In connection with this work, the monitor(s) will examine such documents and any other operations of the Rapid Repair Program contractors, their key people, employees, subcontractors, suppliers, vendors, affiliated businesses, that may relate to the responsibility of the Rapid Repair Program contractors as a vendor(s) for the City of New York. If the monitor(s) finds an integrity issue, the monitor(s) shall immediately report it to DOI. If the monitor(s) finds a work quality and/or safety issue the monitor(s) shall immediately report that to the RR Program. If any such work quality/safety issues also relate to the integrity or responsibility of the Rapid Repair Program contractors, that too would be reported to DOI as well as to the RR Program. With respect to intervention and remediation of any issues identified by the monitor(s) relating to work quality/safety, the RR Program will determine what steps need to be taken if a contractor fails to do its job or does an inadequate job. The monitor(s) will identify performance issues for the RR Program, but the RR Program and not the monitor(s) will determine the best way to proceed (e.g., make the contractor redo the job, withhold payment, replace the contractor).
2. The City may terminate this agreement for convenience upon five days' notice to Contractor.

3. The Contractor agrees to fully cooperate in all matters with the work and requests of the independent monitor, and consents to the appointment of the monitor.

F. Subcontracting and Assignment

1. Contractor may subcontract a portion of the work. Subcontractors must be approved by the City in advance. Contractor shall submit the name, EIN number and anticipated scope of work, and estimated dollar value of work for each subcontractor to the Mayor's Office of Contract Services (MOCS) by sending an email to dsugarman@cityhall.nyc.gov with the subject line "Subcontractor Approval for Rapid Response Program." The City shall endeavor to issue an approval or denial of a proposed subcontractor within 24 hours in advance of the subcontractor's proposed start of work; however, approvals and denials may take longer if, for example, MOCS requests additional information about the subcontractor.
2. The City encourages the Contractor to enter into subcontracts with certified M/WBE firms.
3. This agreement may be assigned by the City to FEMA or any corporation, agency or instrumentality having authority to accept such assignment.

G. Insurance and Bonds

1. Contractor shall maintain Commercial General Liability Insurance covering the Contractor as Named Insured and the City and its employees and officers as an Additional Insured in an amount per occurrence and in the aggregate appropriate for the work to be done, subject to approval of the City. Such insurance shall protect the City and the Contractor from claims for property damage and/or bodily injury, including death that may arise from any of the operations under this Agreement. Coverage under this insurance shall be at least as broad as that provided by the most recently issued Insurance Services Office ("ISO") Form CG 0001, and shall be "occurrence" based rather than "claims-made." Such Commercial General Liability Insurance shall name the City, together with its officials and employees, as an Additional Insured with coverage at least as broad as the most recently issued ISO Form CG 20 10.
2. Contractor shall maintain, and ensure that each subcontractor maintains, Workers' Compensation Insurance, Disability Benefits Insurance, and Employer's Liability Insurance in accordance with the Laws of the State on behalf of, or with regard to, all employees providing services under this Agreement.
3. The Contractor shall maintain Business Automobile Liability insurance in the amount of at least One Million Dollars (\$1,000,000) each accident combined single limit for liability arising out of ownership, maintenance or use of any owned, non-owned, or hired vehicles to be used in connection with this Agreement. Coverage shall be at least as broad as the most recently issued ISO Form CA0001.
4. Contractor shall obtain a performance and payment bond for 100 percent of the value of the work within 24 hours of start of work.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on
the dates appearing by their respective signatures.

CONTRACTOR

BY: _____

Corporate Seal

TITLE: _____

FED. EMPLOYER I.D. NO. OR SOC. SEC. NO.

DATE: _____

THE CITY OF NEW YORK DEPARTMENT OF ENVIRONMENTAL PROTECTION

BY: _____

Mary Pazan, Assistant Commissioner

DATE: _____

Approved as to form and certified as to legal authority
by standard type of class for up to 8 contracts

Acting Corporation Counsel

STATE OF NEW YORK)

ss:

COUNTY OF NEW YORK)

On this _____ day of _____, 2012, before me personally came Mary Pazan, to me known and known to me to be Assistant Commissioner of the Department of Environmental Conservation of the CITY OF NEW YORK, the person described in and who is duly authorized to execute the foregoing instrument on behalf of the Commissioner, and s/he acknowledged to me that s/he executed the same for the purpose therein mentioned.

NOTARY PUBLIC

STATE OF NEW YORK)

ss:

COUNTY OF NEW YORK)

On this _____ day of _____, 2012, before me personally came _____, to me known, who, being by me duly sworn, did depose and say that s/he resides at _____, that s/he is the _____ of _____, the corporation described in and which executed the above instrument; that s/he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; and that s/he signed her/his name thereto by like order.

NOTARY PUBLIC

Exhibits

Exhibit A:

**FEMA Recovery Program Guidance –
Sheltering and Temporary Essential Power
(STEP) Pilot Program and FEMA Disaster
Assistance Policy – Debris Removal from
Private Property**



FEMA

RECOVERY PROGRAM GUIDANCE

I. TITLE: *Sheltering and Temporary Essential Power (STEP) Pilot Program*

II. DATE: November 16, 2012

III. PURPOSE: FEMA designed—in the immediate aftermath of Hurricane Sandy—the Sheltering and Temporary Essential Power (STEP) Pilot Program to assist State, local, and Tribal governments in performing work and services essential to saving lives, protecting public health and safety, and protecting property. In particular, FEMA intends STEP to provide essential power to affected residences, thereby reducing the demand for other shelter options and allowing individuals to return to or remain in their home.

On October 29, 2012, Hurricane Sandy made landfall, impacting coastal and inland communities resulting in loss of life, major flooding, structural damage, and power loss to over 8.5 million homes and business (directly affecting over 17 million individuals). A dangerous nor'easter followed nine days later causing additional damage and power outages. Thirteen days after Hurricane Sandy's landfall and initial impact, 166,499 customers across three states remained without power, in large part due to damage to their electrical systems, which prevents electric utility companies from turning on power to the home. Without additional government assistance, many of these households may be without power for months, including over the winter, creating an immediate and undue threat to public health and safety. Accordingly, STEP delivers the urgent assistance needed to save lives and protect public health and safety.

In addition to catastrophic power loss and cascading effects, housing damage projections indicate that a significant number of residences affected by Hurricane Sandy in the States of New York, New Jersey, and Connecticut may need emergency protective measures to mitigate further damage to structures and contents and to secure homes, particularly with onset of winter weather in the northeast.

Where safe and practicable, STEP may enable residents to return to or remain in their homes, as a form of shelter while permanent repairs are completed, thereby reducing the number of individuals in congregate shelters or in the Transitional Shelter Assistance (TSA) Program. Further, STEP, used along with FEMA's Private Property Debris Removal program (See Recovery Policy DAP9523.13, *Debris Removal from Private Property*), where appropriate, can increase efficiency and improve assistance to survivors in need.



FEMA

RECOVERY PROGRAM GUIDANCE

IV. OBJECTIVES:

- A. STEP is intended to save lives, to protect public health and safety, and to protect property. It is also meant to minimize the disruption of the normal functioning of communities by enabling State, local, and Tribal governments (collectively referred to hereafter as "applicants") to help members of their communities shelter in their own homes, when safe and appropriate. STEP may also reduce the demand for congregate sheltering and TSA.
- B. STEP consists of three distinct elements. Applicants may use one or more elements of the program as appropriate to the needs of their community:
 - 1. Residential Electrical Meter Repairs;
 - 2. Shelter Essential Measures; and
 - 3. Rapid Temporary Exterior Repairs.
- C. At the request of the State, FEMA may deliver the STEP program through Direct Federal Assistance; reimbursement of applicants who perform, or contract for the performance of, authorized emergency protective measures; or a combination of the two. Individual residential property owners are not eligible for reimbursement under STEP.

V. **SCOPE AND AUDIENCE:** This policy is intended to guide all FEMA personnel responsible for providing STEP assistance.

VI. **AUTHORITY:** Section 403, 42 U.S.C. 5170b(a)(3)(B) and (I), and 5170b(a)(4) of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended.

VII. POLICY:

- A. STEP is only available for declared counties in FEMA-4085-DR-NY, FEMA-4086-DR-NJ, and FEMA-4087-DR-CT.
- B. Direct Federal Assistance and reimbursement through the Public Assistance Program will be at the Federal cost share rate established by the President for Category B emergency protective measures.
- C. STEP is for residential properties only.
- D. The applicant must provide FEMA and the State, with a frequency determined by the Federal Coordinating Officer (FCO), with a list of residences that receive assistance



FEMA

RECOVERY PROGRAM GUIDANCE

under STEP to include: owner/occupant's name, address, and FEMA registration number, if applicable. (Some residences receiving assistance under STEP may not have applied for FEMA's Individuals and Households Program (IHP)).

- E. FEMA makes no warranties of any sort for any assessments or temporary repairs undertaken pursuant to this program.
- F. Within 30 days of receiving approval from the FCO pursuant to paragraph VII.H.1, the applicant must obtain a Right of Entry (ROE) from each participating property owner on a form approved by FEMA. At the FCO's discretion, this may be extended for an additional 30 days. The ROE allows FEMA, applicants, or their authorized contractors and representatives, access to the property. STEP work will not be completed without the submission of a ROE. All STEP work must be completed within 60 days after receipt of the ROE.
- G. Eligible costs must be reasonable and are limited to \$10,000 per residential unit to include equipment, materials, labor and any associated inspection fees that are necessary to accomplish work that is eligible under STEP. At the request of the GAR, the FCO may authorize that a higher cost is reasonable. The FCO and the GAR must make such determinations only for good cause and in writing.
- H. **Implementing the Program.**
 - 1. The Governor's Authorized Representative (GAR) must submit a written request for STEP to the FCO within 30 days of the date of the declaration and, in that request, designate the areas requested for STEP.
 - 2. Upon receipt of the GAR's request, FEMA will coordinate with the State and applicant to determine:
 - a. The elements of the program the applicant intends to use by designated location. Applicants will make the element-to-area designation in writing. Element-to-area designations may be as broad as countywide, or limited by zip code, by street, or other identifier selected by the applicant.
 - b. Whether the applicant requests, through the State, that the program is implemented through Direct Federal Assistance, through reimbursement under the Public Assistance Program, or through some combination of these mechanisms.



FEMA

RECOVERY PROGRAM GUIDANCE

- c. If the applicant requests, through the State, that FEMA implement the program through Direct Federal Assistance: whether materials and equipment necessary for the emergency protective measures will be purchased by FEMA, the State or by the applicant.
 3. Upon approval of the GAR's request and scoping of the work with the applicant, FEMA will provide Direct Federal Assistance or reimbursement assistance under the Public Assistance Program.
- I. **Identifying Residences.** Applicants, mission-assigned agencies, and contractors, as applicable, may identify residences potentially appropriate for STEP through a variety of sources. To be appropriate for STEP, a residence must:
 1. Be located within the geographic area established by the GAR in the STEP request;
 2. Be a structure of such a sound nature that authorized emergency work can be safely made, with no large impediments blocking access to the dwelling such as large trees; and
 3. Be reasonably able to serve as a suitable shelter upon completion of the emergency protective measures authorized under this program.
- J. **Applicant Responsibilities.**
 1. The applicant will obtain a signed ROE agreement from each residential property owner for the type of work to be performed in accordance with paragraph VII.F.
 2. The applicant must issue a written finding that there exists an immediate threat to lives, public health and safety, and that emergency measures taken through STEP are necessary to cope with this threat.
 3. The applicant is responsible for accelerating and facilitating the issuance of any and all electrical or other permits required to complete the eligible work and will arrange, accelerate, and facilitate any and all inspections required by State or municipal law.
 4. If the applicant selects reimbursement through the Public Assistance Program, it must comply with the Federal procurement standards in 44 CFR 13.36. The applicant will submit its claim for reimbursement in the form of a Project Worksheet through the State to the FEMA Public Assistance Program.



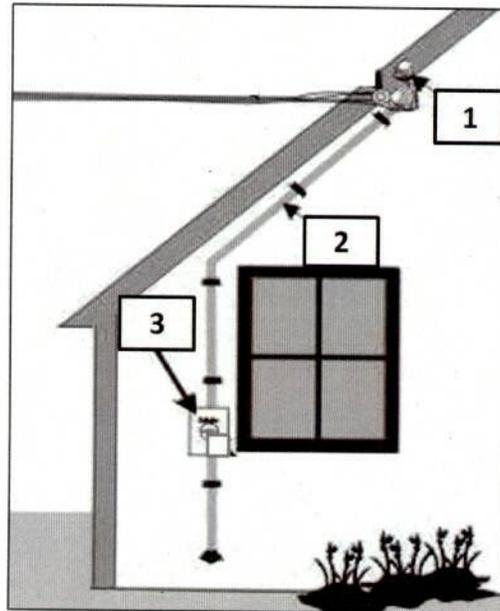
FEMA

RECOVERY PROGRAM GUIDANCE

K. **Residential Electrical Meter Repairs** - Residential Electrical Meter Repair is intended to accelerate power restoration to residences with storm-damaged electrical meters when such repairs are a necessary and essential condition precedent to a utility company re-energizing a qualified residence.

1. The following items are eligible for repair:
 - a. The weather head (*item 1* in the figure below) – attaches to the service cable and prevents water damage to the wiring.
 - b. Service cable (*item 2* in the figure below) – runs from the weather head to the meter box and from there to the panel box inside the house.
 - c. Meter socket and box (*item 3* in the figure below).

The diagram identifies the eligible elements of an exterior electrical system.



2. Standby time for electricians is not an eligible cost.

L. **Shelter Essential Measures** – Shelter Essential Measures are intended to provide electricity, heat, and hot water to disaster-impacted residences to meet basic life-sustaining needs so that occupants may shelter-in-place until more permanent repairs can be made.



FEMA

RECOVERY PROGRAM GUIDANCE

1. Eligible work may include measures necessary to provide essential electrical supply, heat, and hot water and necessary inspections.
2. Measures taken under this program may not necessarily provide permanent repair to a residence's electrical infrastructure, or restore electricity to all portions of the residence.
3. Damaged portions of the electrical system not essential to restoring the electrical supply to the meter and into the residential unit may be disconnected from the utility as an eligible expense of this program.

M. Rapid Temporary Exterior Repairs – Rapid temporary exterior repairs are intended as necessary and essential assistance to protect storm-damaged residences from further damage that may present an immediate threat to life and property, and where appropriate, facilitate sheltering-in-place pending repairs that are more permanent.

1. The following work may be eligible:
 - a. Securing broken windows;
 - b. Covering damaged exterior walls and roofs; and
 - c. Patching or otherwise securing damaged exterior doors.
2. Note: STEP involves the use of raw, unfinished materials to provide only emergency protective measures. For example, plywood, secured with a padlock, may be installed in the entryway of the home, to serve as a temporary door.

N. Effect on Other Assistance.

1. Participation in the STEP Pilot Program will make a FEMA IHP applicant ineligible for further TSA assistance, if authorized, or subsequent lodging expense reimbursement once work performed under the STEP program is completed. The FCO may grant exceptions to this requirement, including for individuals with access or functional needs.
2. Removal of debris to allow access to the residence is **not** covered under STEP. For information on debris removal from private property see DAP9523.13, *Debris Removal from Private Property*.

O. FEMA will evaluate this pilot program on a variety of factors, including whether it:



FEMA

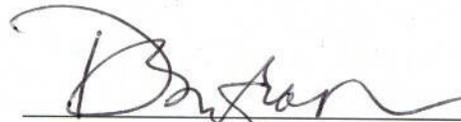
RECOVERY PROGRAM GUIDANCE

1. Successfully protected public health and safety, and property, from immediate threats;
2. Resulted in participants re-occupying their residences more quickly than they would have using traditional assistance programs; and
3. Resulted in overall cost-savings to the government relative to traditional FEMA assistance programs.

VIII. ORIGINATING OFFICE: Recovery Directorate.

IX. SUPERSESION: This Program Guidance supersedes the Sheltering and Temporary Essential Power (STEP) Pilot Program guidance dated November 13, 2012.

X. REVIEW DATE: This policy is in effect from the date in paragraph II above for these events. Before implementing STEP in a future event, the initiative will undergo a comprehensive review.



Deborah Ingram
Assistant Administrator
Recovery Directorate

11/16/12
Date



Brad Kierserman
Chief Counsel

11/16/12
Date



FEMA

DISASTER ASSISTANCE POLICY

DAP9523.13

I. TITLE: Debris Removal from Private Property

II. DATE: JUL 18 2007

III. PURPOSE:

This policy describes the criteria that the Federal Emergency Management Agency (FEMA) will use to evaluate the eligibility of debris removal work from private property under the Public Assistance Program.

IV. SCOPE AND AUDIENCE:

The policy is applicable to all major disasters and emergencies declared on or after the date of publication of this policy. It is intended for FEMA personnel involved in the administration of the Public Assistance Program.

V. AUTHORITY:

Sections 403(a)(3)(A), 407, and 502 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Stafford Act), 42 U.S.C. 5170b, 42 U.S.C. 5173, 42 U.S.C. 5192, and 44 CFR 206.224.

VI. BACKGROUND:

A. Sections 403(a)(3)(A) and 407 of the Stafford Act, 42 U.S.C. 5170b and 5173, respectively, provide FEMA authority to fund debris removal from private property provided that the State or local government arranges an unconditional authorization for removal of the debris, and agrees to indemnify the Federal government against any claim arising from the removal.

B. The regulations implementing Sections 403 and 407 of the Stafford Act at 44 CFR 206.224 establish the requirement that debris removal be in the "public interest" in order to be eligible for reimbursement. "Public interest" is defined as being necessary to:

1. eliminate immediate threats to life, public health, and safety; or
2. eliminate immediate threats of significant damage to improved public or private property; or



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3. ensure economic recovery of the affected community to the benefit of the community-at-large.

C. Generally, debris removal from private property following a disaster is the responsibility of the property owner. However, large-scale disasters may deposit enormous quantities of debris on private property over a large area resulting in widespread immediate threats to the public-at-large. In these cases, the State or local government may need to enter private property to remove debris to: eliminate immediate threats to life, public health, and safety; eliminate immediate threats of significant damage to improved property; or ensure economic recovery of the affected community to the benefit of the community-at-large. In these situations, debris removal from private property may be considered to be in the public interest and thus may be eligible for reimbursement under the Public Assistance Program (44 CFR 206.224).

VII. POLICY:

A. Definitions.

1. Disaster-generated debris: Any material, including trees, branches, personal property and building material on public or private property that is directly deposited by the disaster.

2. Improved property: Any structure, facility, or equipment that was built, constructed, or manufactured. Examples include houses, sheds, car ports, pools, and gazebos. Land used for agricultural purposes is not improved property (44 CFR 206.221(d)).

3. Legal responsibility: A statute, formally adopted State or local code, or ordinance that gives local government officials responsibility to enter private property to remove debris or to perform work to remove an immediate threat (44 CFR 206.223(a)(3), 44 CFR 206.221(c), and 44 CFR 206.225(a)(3)).

4. Private property: Land and structures, to include contents within the structures, built on land that is owned by non-governmental entities (44 CFR 206.224(b)).

5. Private road: Any non-public road for which a subdivision of the State is not legally responsible to maintain. Private roads include roads owned and maintained by homeowners associations, including gated communities, and roads for which no entity has claimed responsibility. Local police, fire, and emergency medical entities may use these roads to provide services to the community (44 CFR 206.224(b)).



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B. Approval for FEMA Assistance. FEMA will work with states affected by a disaster to designate those areas where the debris is so widespread that removal of the debris from private property is in the “public interest” pursuant to 44 CFR 206.224, and thus is eligible for FEMA Public Assistance reimbursement on a case-by-case basis.

1. Any State or local government that intends to seek reimbursement to remove debris from private property within a designated area will, prior to commencement of work, submit a written request for reimbursement to, and receive approval from, the Federal Coordinating Officer (FCO). The written request will include the following information:

a. Public Interest Determination (44 CFR 206.224(a)):

i. Immediate Threat to Life, Public Health, and Safety Determination. The basis of a determination by the State, county or municipal government's public health authority or other public entity that has legal authority to make such a determination that disaster-generated debris on private property in the designated area constitutes an immediate threat to life, public health, and safety; or

ii. Immediate Threat to Improved Property Determination. The basis of the determination by the State, county, or municipal government that the removal of disaster-generated debris is cost effective. The cost to remove the debris should be less than the cost of potential damage to the improved property in order for the debris removal to be eligible; or

iii. Ensure Economic Recovery of the Affected Community to the Benefit of the Community at Large Determination. The basis of the determination by the State, county, or municipal government that the removal of debris from commercial properties will expedite economic recovery of the community-at-large. Generally, commercial enterprises are not eligible for debris removal.

b. Documentation of Legal Responsibility (44 CFR 206.223(a)(3)).

A detailed explanation documenting the requesting State or local government’s authority and legal responsibility at the time of disaster to enter private property to remove debris, and confirmation that all legal processes and permission requirements (e.g., right-of-entry) for such action have been satisfied.

i. The eligible applicant requesting assistance must demonstrate the legal basis as established by law, ordinance, or code upon which it exercised or intends to exercise its responsibility following a major disaster to remove disaster-related debris from private property. Codes and ordinances must be germane to the condition representing an immediate



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threat to life, public health, and safety, and not merely define the applicant's uniform level of services. Typically, solid waste disposal ordinances are considered part of an applicant's uniform level of services.

States and local governments ordinarily rely on condemnation and/or nuisance abatement authorities to obtain legal responsibility prior to the commencement of debris removal work. There may be circumstances, however, where the State or local government determines that ordinary condemnation and/or nuisance abatement procedures are too time-consuming to address an immediate public health and safety threat. In such circumstances, applicants do not have to precisely follow their nuisance abatement procedures or other ordinances that would prevent the State or local government from taking emergency protective measures to protect public health and safety (44 CFR 206.225(a)).

ii. The applicant's legal responsibility to take action where there is an immediate threat to life, public health, and safety must be independent of any expectation, or request, that FEMA will reimburse costs incurred for private property debris removal. In addition, legal responsibility is not established solely by an applicant obtaining signed rights-of-entry and hold harmless agreements from property owners.

c. Authorization for Debris Removal from Private Property (44 CFR 206.223(a)(3)). Confirmation that a legally-authorized official of the requesting applicant has ordered the exercise of public emergency powers or other appropriate authority to enter onto private property in the designated area in order to remove/reduce threats to life, public health, and safety threat via debris removal.

d. Indemnification (44 CFR 206.9). The requesting entity indemnifies the Federal government and its employees, agents, and contractors from any claims arising from the removal of debris from private property.

2. The FCO will approve or disapprove in writing each written request submitted by the State or local government for FEMA to designate areas eligible for private property debris removal. After receiving approval from the FCO, the State or local government may begin identifying properties and the specific scope of work for private property debris removal activities and apply for supplemental assistance through the Public Assistance Program.

C. Duplication of Benefits (44 CFR 206.191). FEMA is prohibited by Section 312 of the Stafford Act from approving funds for work that is covered by any other source of funding. Therefore, State and local governments must take reasonable steps to prevent such an occurrence, and verify that insurance coverage or any other source of funding does not exist for the debris removal work accomplished on each piece of private property.



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1. When debris removal from private property is covered by an insurance policy, the insurance proceeds must be used as the first source of funding. Public Assistance grant funding may be used to pay for the remainder of the costs of debris removal from private property.

2. If FEMA discovers that a duplication of benefits from any other source of funding has occurred, FEMA will de-obligate funds from the Grantee in the amount that such assistance duplicates funding that the property owners received from other sources.

D. Eligibility of Debris Removal Work from Private Property (44 CFR 206.224(b)).

1. Eligible debris removal work from private property includes removal of:

a. Large piles of disaster-generated debris in the living, recreational, and working areas of properties in urban, suburban, and rural areas, including large lots.

b. Disaster-generated debris obstructing primary ingress and egress routes to improved property.

c. Disaster-damaged limbs and leaning trees in danger of falling on improved property, primary ingress or egress routes, or public rights-of-way.

i. Hazardous tree removal is eligible only if the tree is greater than six inches in diameter (measured at diameter breast height) and meets any of the following criterion: more than 50% of the crown is damaged or destroyed; the trunk is split or broken branches expose the heartwood; or the tree is leaning at an angle greater than 30 degrees and shows evidence of ground disturbance.

ii. Hazardous limb removal is eligible only if the limb is greater than two inches in diameter measured at the point of break.

d. Debris created by the removal of disaster-damaged interior and exterior materials from improved property.

e. Household hazardous wastes (such as household cleaning supplies, insecticides, herbicides, etc.)

f. Disaster-generated debris on private roads, including debris originating from private property and placed at the curb of public or private rights-of-way, provided that the



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removal of the debris is the legal responsibility of an eligible applicant, on the basis of removing an immediate threat to life, public health, and safety.

2. Ineligible debris removal work on private property includes the removal of:

- a. Debris from vacant lots, forests, heavily wooded areas, unimproved property, and unused areas.
- b. Debris on agricultural lands used for crops or livestock.
- c. Concrete slabs or foundations-on-grade.
- d. Reconstruction debris consisting of materials used in the reconstruction of disaster-damaged improved property.

E. Debris Removal from Commercial Property. The removal of debris from commercial property is generally ineligible for Public Assistance grant funding. It is assumed and expected that these commercial enterprises retain insurance that can and will cover the cost of debris removal. However, in some cases as determined by the FCO, the removal of debris from private commercial property by a State or local government may be eligible for FEMA reimbursement only when such removal is in the public interest (44 CFR 206.224(a) and (b)).

Industrial parks, golf courses, commercial cemeteries, apartments, condominiums, and mobile homes in commercial trailer parks are generally considered commercial property with respect to Public Assistance funding.

F. Environmental and Historic Review Requirements. Eligible debris removal activities on private property must satisfy environmental and historic preservation compliance review requirements as established by 44 CFR Parts 9 and 10, the National Historic Preservation Act, the Endangered Species Act, and all other applicable legal requirements.



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VIII. ORIGINATING OFFICE: Disaster Assistance Directorate (Public Assistance Division)

IX. SUPERSESSION: This policy supersedes Recovery Policies 9523.13 and 9523.14, dated October 23, 2005, and all previous guidance on this subject.

X. REVIEW DATE: Three years from date of publication.

A handwritten signature in blue ink, appearing to read "C. Castillo", written over a horizontal line.

Carlos J. Castillo
Assistant Administrator
Disaster Assistance Directorate

Exhibit B:

Right of Entry Form

What am I signing?

This is a Right of Entry form. This form gives NYC Rapid Repairs teams (government employees and contractors) the legal right to enter your home. We cannot enter your home until you sign this form.

What does this form authorize?

This form legally allows NYC Rapid Repairs to:

- Enter your home and property to inspect for damages, and
- If you choose to continue participation, make repairs that are covered under the NYC Rapid Repairs program.

NYC Rapid Repairs teams cannot inspect or make repairs unless you sign the Right of Entry form.

Okay, but this form is three pages! What is the fine print?

You must read the form carefully. However, some of the items in the form include (but are not limited to):

- ALL inspections and repairs done by the NYC Rapid Repairs teams are at NO COST to you, the homeowner.
- This form is valid for 90 days unless cancelled by the homeowner (see page 3 of the form).
- You are waiving liability and indemnifying the Federal, State, and City government and their contractors against any loss, damage, or destruction to the home or items in the home, or injury or death to people on the property.
- The Contractor may share any information it collects with other parties – such as government agencies and Contractors – in order to inspect and repair your home. The City and the Contractor will not share this information with parties outside the NYC Rapid Repairs program.

Remember, this form only authorizes people with an official NYC Rapid Repairs ID to enter your home. If someone comes to your home and you are not sure if they are part of NYC Rapid Repairs, call 311.

NYC[®] Restore

NYC Restoration Centers

Bronx

Locust Point

St Francis de Chantal
190 Hollywood Avenue
Between Harding Avenue and Silver Beach Place
(opens Monday, November 19th)

Brooklyn

Gravesend

SSA Building
10 Bouck Court

Red Hook

Coffey Park
85 Richards Street

Queens

Arverne

Shorefront B and C
68-20 Rockaway Beach Blvd
(opens Monday, November 19th)

Breezy Point

Fort Tilden Building
321 Rockaway Point Blvd at Hero Road

Far Rockaway

10-01 Beach 20th Street

Staten Island

Dongan Hills

Manfredi Auto Dealership
1976 Hylan Boulevard

Visit NYC.gov, call 311, or visit a Restoration Center for more information.

Please use ballpoint or roller ball pens and print clearly

<u>For FEMA/State/local/Tribal Use Only:</u>	
ROE No.: _____	Age of Structure: _____
GPS Location: Long: _____	Lat: _____
Remarks: _____	

RIGHT-OF-ENTRY PERMIT

Owner Name		
Insurance Company; Policy No. & Claim No.		
Owner's FEMA Individual Assistance Registration Number		
Street Address		
City/Town/Borough		
County/Parish		
Phone	Primary	Alternate

The undersigned, ("Owner"), hereby unconditionally authorizes the City/Borough/County in which the above property is located (City/Borough/County), the State in which the above property is located (State), tribal governments, the United States of America including the Federal Emergency Management Agency (FEMA) , and participating Voluntary Organizations Active in Disaster (VOAD), and their respective assigns, employees, agents, and contractors (collectively, with FEMA, the "Assistance Providers") to have the right of access and to enter in and onto the property described above for the purpose of performing inspections and/or emergency protective measures resulting from Hurricane Sandy at no expense to Owner for purposes of participating in the Sheltering and Temporary Essential Power (STEP) Assistance Program.

It is fully understood that this Right of Entry Permit (ROE) does not create any obligation on the part of the Assistance Providers to perform inspections or undertake emergency protective measures to the Property. Owner understands that no emergency protective measures will be performed until this ROE is completed in full.

- 1. Time Period:** The ROE shall expire 90 days after this form is signed, unless sooner cancelled according to the terms herein.
- 2. Inspection/Emergency Protective Measures Authorized:** The ROE authorizes inspection, and emergency protective measures to the Property. Owner understands that the Government, its employees, agents, contractors and/or representatives shall, in their sole discretion, determine the extent of the required emergency protective measures. If Owner disagrees with the nature or extent of proposed actions, Owner may refuse any additional work and cancel this ROE at any time.
- 3. Disclosures:** By signing this ROE, Owner acknowledges that none, some, or all of the following work may be performed pursuant to this ROE and FEMA policy. Owner further acknowledges that work may involve the use of raw, unfinished materials to provide only emergency protective measures.
 - 1) Repairs to storm-damaged electrical meters (consisting of the weather head, service cable, meter socket, and meter box) necessary for a utility to re-energize the residence;
 - 2) Measures necessary to provide essential electrical supply, heat, and hot water;
 - 3) Disconnecting damaged portions of the residential electrical system not essential to restoring electrical supply to the meter and into the residential unit;
 - 4) Securing broken windows, covering damaged exterior walls and roofs, and patching or otherwise securing damaged exterior doors; and/or
 - 5) Inspections necessary to complete the aforementioned work.

4. Local, State, Federal, and Tribal Governments and VOADS Held Harmless: The Owner acknowledges that the Government's decisions on whether, when, where, and how to provide disaster relief to Owner's property are discretionary functions. Owner recognizes that 42 USC § 5148 states: "The Federal Government shall not be liable for any claim based upon the exercise or performance of or the failure to exercise or perform a discretionary function or duty on the part of a Federal agency or an employee of the Federal Government in carrying out the provisions of this chapter." Additionally, the undersigned will indemnify and hold harmless the Assistance Providers for any and all liability, loss, damage, or destruction 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 liability, claims, demands, damages, injuries, losses, penalties, fines, costs, causes of action, judgments, expenses, as well as any and all actions, either legal or equitable, which the undersigned has, or that might arise, of any nature whatsoever and by whomever made, or may have, by reason of or incident to any action of aforesaid Assistance Providers taken to accomplish the aforementioned purpose.

5. Miscellaneous:

a. Owner represents and warrants that Owner has full power and authority to execute and fully perform Owner's obligations under this ROE. If Owner is an entity, Owner also represents and warrants that Owner has such power and authority pursuant to its governing instruments, without the need for any further action, and that the person(s) executing this ROE on behalf of Owner are the duly designated agents of Owner and are authorized to do so. Owner expressly represents and warrants that fee title to the Premises is vested solely in Owner.

b. This ROE includes the right of ingress and egress on other lands of the Owner not described above, provided such ingress and egress is necessary and not otherwise conveniently available to the Assistance Providers. All tools, equipment, and other property taken upon or placed upon the property by the Assistance Providers shall remain the property of the Assistance Providers and may be removed by the Assistance Providers at any time within a reasonable period after the expiration of this ROE, if necessary.

c. Owner understands that any individual who fraudulently or willfully misstates any fact in connection with this ROE shall be subject to a fine as provided under 18 U.S.C. § 1001 or imprisoned for not more than five years or both.

Privacy Act Statement:

a. Legal Authority: 10 U.S.C. § 3013; The Robert T. Stafford Disaster Relief and Emergency Assistance Act as amended, 42 U.S.C. §§ 5121-5207; 4 U.S.C. §§ 2904 and 2906; 4 C.F.R. § 206.2(a)(27).

b. Information Sharing: Information is collected to make it possible for the Government, its employees, agents, contractors and/or representatives to enter your property, inspect for damage, and/or undertake emergency protective measures. Information submitted will be shared with other government agencies, Federal and nonfederal, their contractors, subcontractors and employees, as well as with voluntary agencies performing inspections and/or emergency protective, for official use only in accordance with the purposes stated in this ROE.

c. Whether Disclosure is Mandatory or Voluntary: Disclosure is voluntary; however, failure to disclose the information will make it impossible for us to inspect your property, or undertake emergency protective measures may delay or prevent the individual from provision of disaster services and/or assistance.

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 _____, 2012.

Owner Signature Date

Co-Owner Signature (if applicable) Date

Phone Number

Phone Number

Owner's FEMA Registration Number (if applicable)

WITNESS

RIGHT-OF-ENTRY PERMIT -REQUEST FOR CANCELLATION

To cancel a previously-granted Right of Entry (ROE) permit, this cancellation form must be signed by the Owner, and delivered to the Federal Emergency Management Agency (FEMA) at a Disaster Recovery Center, by **FAX** to FEMA's National Processing Service Center at 1-800-827-8112,. Allow at least three (3) days to process. ***Alternatively, the ROE may be cancelled at the Property site by obtaining the signature of the authorized representative present when the crew appears for work.*** It is recommended that the Owner make a copy of the signed cancellation prior to giving this form to the authorized representative. The authorized representative will keep the original signed copy for its records. Reproduction capability may not be available at the ROE collection points. Phone-in and verbal cancellations will not be accepted.

By canceling the ROE, Owner acknowledges that inspections and emergency protective measures may not be performed by the County/Parish/Borough, the City / County, the State/Tribe, the United States of America including FEMA and the Corps of Engineers, or participating Voluntary Organizations Active in Disaster (VOAD), and their respective assigns, employees, agents, and contractors.

I have read and understand the foregoing statement concerning cancellation policies. I hereby certify that I request to cancel the foregoing ROE and my request for disaster-related emergency protective measures.

Signature: _____
Owner Date Time

Printed Name: _____ Address: _____

I hereby acknowledge receipt of the foregoing request for cancellation:

Signature: _____
Authorized Representative Date Time

Printed Name: _____ Title: _____
(Indicate authorized organization and title)