



- FINAL NOTICE TO PARTICIPATE-

SEVIER COUNTY/GATLINBURG WILDFIRE

CITY OF GATLINBURG/SEVIER COUNTY

PRIVATE PROPERTY DEBRIS REMOVAL AND DEMOLITION PROGRAM

Dear Property Owner,

If your property was impacted by the November 2016 wildfire and you have not already removed all debris, hazardous standing dead trees, and structures such as leaning or compromised walls, you must take action as described below.

Option 1: County/City Debris Removal and Demolition Program

- Complete and return “Property Owner Participation” and “Right-of-Entry on Private Property for Debris Removal Work” forms enclosed.
 - **Property owners must contact the County Debris Team by August 31st, 2017.**
- If eligible, work will be performed on your behalf by the County/City contractor.
- If insured for the work performed, property owners must remit insurance proceeds to the County/City.
 - Property owner’s costs are limited to insurance proceeds. The remainder is funded by FEMA and the County/City.
- If you do not have insurance, work will be performed at no cost to the owner.
- *The cleanup deadlines will not apply to eligible properties participating in the County/City’s FEMA-funded program.*

Option 2: Self-perform debris removal, demolition, slope stabilization, etc.

- **In Gatlinburg, all work must be completed by September 30th, 2017**
- Work must be performed to satisfy County/City codes and ordinances.

Option 3: No Action (NOT RECOMMENDED)

- **If no action is taken by the respective County/City deadlines, fines of \$50 per violation per day and/or other corrective action may be imposed.**

See enclosures for more information on the County/City Private Property Debris Removal and Demolition Program.

SEVIER COUNTY WILDFIRE PRIVATE PROPERTY DEBRIS REMOVAL AND DEMOLITION PROGRAM

PROGRAM INFORMATION

Sevier County (County) and the City of Gatlinburg (City) are in the process of implementing a program to perform disaster debris removal and demolition of hazardous structures on private property. Prior to being considered for such assistance, property owners must first complete and sign the included ROE form to allow the County, City, their contractors and subcontractors, State of Tennessee representatives, Federal Emergency Management Agency (FEMA) representatives and other stakeholders access to the property to first perform damage assessments in order to perform necessary work to eliminate threats to public health and safety, improved public and/or private property, and ensure the economic recovery of the community. If your property is deemed eligible by TEMA and FEMA, the County/City will perform work on your behalf. This process is outlined below. **Items in bold require action by the property owner:**

1.	Property identification and notification to owners (County/City)
2.	Property owner submits documentation (PROPERTY OWNER ACTION REQUIRED) <ul style="list-style-type: none">a. Signed Right-of-Entry (ROE) form, one form per property.b. Insurance information, complete with the following – as available.<ul style="list-style-type: none">i. Policyii. Declaration Pageiii. Schedule of Valuesiv. Claimsv. Settlement Statement(s)c. If you have no insurance, confirmation must be provided.d. Mortgage holder information.<ul style="list-style-type: none">i. Lien holder name/contact informationii. Account number
3.	Verification of owner information (County/City)
4.	County/City to perform site assessments (County/City)
5.	County/City to submit to Tennessee Emergency Management Agency (TEMA) and FEMA for review (TEMA/FEMA)
6.	County/City contractors to perform debris removal and/or demolition, upon FEMA approval (County/City)
7.	Remittance of Insurance Proceeds (PROPERTY OWNER ACTION MAY BE REQUIRED) <ul style="list-style-type: none">a. If insurance proceeds for work similar to that completed by the County/City are received by the property owner, the property owner should forward such funds on to the County/City as described in the attached ROE.

You can complete your application by submitting the enclosed forms and providing the required documentation. For additional information, contact the County/City Private Property Debris Removal (PPDR) Team.

BY EMAIL: ROE@seviercountyttn.gov

BY MAIL: Sevier County Emergency Management

Attn: Debris Team

321 Court Ave., Sevierville, TN 37862

BY PHONE: (865) 256-3492 (For information on how to submit your required paperwork. Please leave a message if you have any questions and your call will be returned as soon as possible)

To request or decline participation, please complete and return the enclosed form(s) with the documents requested to the PO Box or email address listed above or visit one of the in person locations during the posted operating hours. Priority is given in order of response. You must provide all information or contact the County Debris Team with your intent to participate by no later than August 31st, 2017.

SEVIER COUNTY WILDFIRE PRIVATE PROPERTY DEBRIS REMOVAL AND DEMOLITION PROGRAM

PROPERTY OWNER PARTICIPATION FORM

☐ **Check this box should you intend to participate in this program.** By selecting to participate, your information will be reviewed and you may be eligible for debris removal and/or structure demolition/site mitigation support. *If you are applying to participate, please complete and return the remainder of this form, the Right-of-Entry Form and all requested applicable documentation listed below. Documents may be returned via email to ROE@seviercountyttn.gov or mail to "Sevier County Emergency Management, Attn: PPDR Program Team" at 321 Court Ave., Sevierville, TN 37862*

☐ Check this box if you do **NOT** intend to participate in this program. If you are electing not to participate, your property will not be considered for support through the County/Cities voluntary private property debris removal and demolition program. **Please sign and return only this form via email to ROE@seviercountyttn.gov or mail to "Sevier County Emergency Management, Attn: PPDR Program Team" at 321 Court Ave., Sevierville, TN 37862**

Property Address: _____

Jurisdiction: GATLINBURG

Property Owner Name: _____

Mailing Address: _____

Phone Number(s): _____

Mortgage/Lien Holder Name: _____

Mortgage/Lien Holder Mailing Address: _____

Mortgage/Lien Account #: _____

In addition, the following documents must be provided, please check the included documents:

☐ Signed Right-of-Entry form (**REQUIRED, enclosed**)

☐ Copy of property owner's driver license (**REQUIRED**)

☐ Insurance Policy (**REQUIRED, if applicable**)

☐ Copy of Policy

☐ Claims

☐ Declaration Page

☐ Schedule of Values

☐ Settlement Statement(s)

☐ By checking this box the property owner certifies and attests that they **did not have insurance** on this property at the time of the wildfire event, 11/28/2016.

☐ By checking this box the property owner acknowledges that he/she must remit any insurance proceeds received from insurer(s) to the County/City for the performance of similar wildfire-related work that is ultimately performed by County/City and its' contractors on the owner's property. This may include insurance proceeds received specifically for environmental remediation, debris removal, hazardous tree removal, demolition of damaged structures deemed hazardous and/or other work necessary to mitigate hazardous conditions caused by the wildfire and associated operations, as performed by the County/City and its' contractors. (**REQUIRED**)

X

Property Owner Signature

Date

RIGHT-OF-ENTRY ON PRIVATE PROPERTY FOR DEBRIS REMOVAL WORK

FEMA DR-4293 | CITY OF GATLINBURG, TENNESSEE

ROE No.	Office use only
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Parcel ID	Office use only
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Date: _____

Property Address / Description: _____

Name (Owner or Owner's Authorized Agent): _____

Right-of-Entry

I certify and warrant that I am the title 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 the City of Gatlinburg (City), the State of Tennessee, and the United States of America, and their respective officers, employees, agents, contractors and subcontractors (collectively, the "DEMO/PPDR Team"). This Right-of-Entry (ROE) includes the right of ingress and egress on other lands for the purpose of performing demolition and debris clean up and removal to prevent further damage to this property and neighboring properties (the "DEMO/PPDR Work").

Waiver and Hold Harmless

I understand that the DEMO/PPDR Team is not obligated to perform the DEMO/PPDR Work, and is doing so solely as a voluntary service for the benefit of the above-described property and the entire City of Gatlinburg, Tennessee area. To the fullest extent permitted by law, I agree and warrant to hold harmless the DEMO/PPDR Team for damages of any type whatsoever, either to the above described property or to persons situated thereon, and I release, discharge, and waive any action, either legal or equitable, that might arise by reason of any action of the above entities.

Other Liens/Encumbrances on the Property

_____ The Property Owner certifies that no liens or encumbrances exist on said property that would prevent debris removal operations.

_____ The Property Owner certifies that this Property is described or encompassed by the attached notice or action taken pursuant to local ordinance above.

Government Not Obligated to Perform

It is fully understood that this Right-of-Entry (ROE) does not create an obligation of the Entities to perform the DEMO/PPDR Work. If determined necessary in accordance with Federal, State and local regulations, DEMO/PPDR work operations will be conducted at no expense to the Property Owner on the above-described property by personnel authorized by the DEMO/PPDR Team. In the event a Property Owner receives funds from insurance or another source to demolish, clean out the house, and/or remove debris as described here, the Property Owner will reimburse the City of Gatlinburg as set out below in the section entitled *Avoidance of Duplication of Benefit: Reporting Money Received*.

Avoidance of Duplication of Benefits: Reporting Money Received

The Property Owner understands and acknowledges that receipt of compensation or reimbursement for performance of DEMO/PPDR Work from any source, including the U.S. Small Business Administration, insurance (wildfire, homeowner's, commercial, private, NFIP, or otherwise), an individual and family grant program or any other public assistance program, state or federal, could constitute a duplication of benefits prohibited by federal law. In the event the undersigned receives any compensation from any source, including state or federal, for the performance of DEMO/PPDR work on this property, the Property Owner will report it to the City of Gatlinburg, Tennessee at 1230 East Parkway, Gatlinburg, TN 37738. This avoidance of duplication of benefits includes using reasonable efforts to inquire whether a benefit exists to cover work performed under this ROE and to pursue a claim for insurance or benefits available from another source, and to report any such compensation or reimbursement when received to the entity named above.

Insurance Information - Wildfire, Homeowner's or Other

_____ The Property Owner certifies there was no insurance coverage on this property during the recent wildfire event.

_____ The Property Owner certifies there is insurance coverage on the property, as stated below and my signature on this Right- of-Entry authorizes, in addition to the above, the following insurer(s) (or agent(s)) to release information relating to my coverage and payments associated with debris removal activities to the City identified herein and/or to the State of Tennessee and/or agencies of the government of the United States of America, including FEMA. Please fill out all applicable insurance information.

RIGHT-OF-ENTRY ON PRIVATE PROPERTY FOR DEBRIS REMOVAL WORK

FEMA DR-4293 | CITY OF GATLINBURG, TENNESSEE

Insurance Information - Wildfire, Homeowner's, or Other (continued)

Home Owners Insurance: _____ Other Insurance: _____
Policy No. _____ Policy No. _____
Claim No. _____ Claim No. _____

Acknowledgment of Prohibition on Fraud, Intentional Misstatements

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 U.S.C. § 1001.

Time Period

This ROE shall expire 360 days after signature, unless cancelled sooner in writing to the Entity listed above at the request of the Property Owner.

Signature and Witness: Property Owner or Property Owner's Authorized Legal Representative

Privacy Act Statement: The Property Owner I Owner's Authorized Legal Representative 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 allow access to perform debris removal on the above-mentioned property and to authorize the release of insurance policy and claim information.

For the considerations and purposes set forth herein, my signature below confirms that I have read this form, will abide by its terms, and agree to all terms stated herein. I certify under the laws of the State of Tennessee and the United States that my answers are truthful.

Property Owner or Owner's Authorized Legal Representative:

OWNER:

(Print Name) (Signature)

Date: _____

Current Address: _____

Current Phone: _____ Alternate Phone: _____

Alternate Address: _____

WITNESS:

(Print Name) (Signature)

Witness Address: _____

Witness Phone: _____