

your behalf) please complete, sign and return the enclosed forms along with the applicable insurance information as requested in the forms. If you wish to decline participation in this program, please complete and return only the Property Owner Participation Form.

READY TO PARTICIPATE IN THE CITY OF LYNN HAVEN PRIVATE PROPERTY DEBRIS REMOVAL AND DEMOLITION PROGRAM OR HAVE ADDITIONAL QUESTIONS?

You can complete your application by submitting the enclosed forms and providing the required documentation as instructed in the Property Owner Participation Form. For additional information, you can contact the City Private Property Debris Removal (PPDR) Team via the following:

BY PHONE: (850) 704-5768 (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)

BY EMAIL: ROE@cityoflynnhaven.com

BY MAIL: City of Lynn Haven PPDR Program Team
1412 Pennsylvania Ave
Lynn Haven, FL 32444

To request or decline participation, please complete and return the enclosed form(s) with the documents requested to the address or email address listed above or visit one of the in person locations during the posted operating hours. INFORMATION MUST BE RETURNED WITHIN 30 DAYS OF RECEIPT OF THIS LETTER.

Again, please contact the City of Lynn Haven PPDR Team as stated above with any questions you may have. Your response and information must be received within 30 days of receiving this letter for program participation.

Sincerely,

CITY OF LYNN HAVEN PPDR PROGRAM TEAM
ROE@cityoflynnhaven.com

Enclosed:

- Property Owner Participation Form for the City of Lynn Haven Hurricane Private Property Debris Removal and Demolition Program
- Right-of-Entry on Private Property for Debris Removal Work Form

CITY OF LYNN HAVEN PPDR 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@cityoflynnhaven.com or mail to PPDR Program Team at 817 Ohio Ave., Lynn Haven, FL 32444*

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 City private property debris removal and demolition program. **Please sign and return only this form via email to ROE@cityoflynnhaven.com or mail to PPDR Program Team at 817 Ohio Ave., Lynn Haven, FL 32444**

Property Address: _____

Jurisdiction: LYNN HAVEN _____

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 hurricane event, 10/10/2018.

By checking this box the property owner acknowledges that he/she must remit any insurance proceeds received from insurer(s) to the City for the performance of similar hurricane-related work that is ultimately performed by 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 hurricane and associated operations, as performed by the City and its' contractors. (42 U.S.C. 5155 et.seq.)(**REQUIRED**)

X

Property Owner Signature

Date

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

FEMA DR-4399 | LYNN HAVEN, FLORIDA

ROE No.	OFFICE USE ONLY
---------	-----------------

Parcel ID	OFFICE USE ONLY
-----------	-----------------

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 Bay County (County), the State of Florida, 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 lands for the purpose of identifying and performing demolition and debris clean up and removal to prevent further damage to this property and neighboring properties (the "DEMO/PPDR Work"). The Property Owner understands that the City is not obligated or responsible to take any action on the Property whatsoever or, may undertake a portion of the listed activities, which is in the City's sole discretion. The City reserves the right, in its sole discretion, to determine whether to perform any of the activities in question, the scope of the activities to be performed, and the methodologies to be employed. Property Owner further understands that large, heavy equipment, such as excavators and trucks, may access the Property if necessary, to demolish dangerous buildings and/or pick up debris, load the debris into trucks and remove the debris from the Property. Site restoration will be limited to damage caused by debris-removal activities.

Waiver and Hold Harmless

I understand that the DEMO/PPDR Team is not obligated to perform the DEMO/PPDR Work. 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. I will mark any sewer lines, septic tanks, water lines, and utilities located on the described property.

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. 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 Lynn Haven 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 (hurricane, 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 Lynn Haven, Florida at 817 Ohio Avenue, Lynn Haven, FL 32444. 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 - Hurricane, Homeowner's or Other

_____ The Property Owner certifies there was no insurance coverage on this property during the recent hurricane 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 County identified herein and/or to the State of Florida 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-4399 | LYNN HAVEN, FLORIDA

Insurance Information - Hurricane, 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/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 Florida 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: _____