



**PRIVATE PROPERTY DEBRIS AND HAZARD TREE REMOVAL PROGRAM  
RIGHT-OF-ENTRY PERMIT PACKET**

List the names of all owner(s) registered on title to the property:

Owner #1: \_\_\_\_\_

Owner #2: \_\_\_\_\_

Owner #3: \_\_\_\_\_

Owner #4: \_\_\_\_\_

(collectively, the "Owners")

Mobile Phone Number of Owner(s): \_\_\_\_\_

Email of Owner(s): \_\_\_\_\_

Property Address: \_\_\_\_\_

Legal Description of Property: \_\_\_\_\_

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**INSTRUCTIONS:**

- Return ROEP Packet, and if applicable, a copy of the insurance policies in-person (at the Resiliency Centre) or electronically to [building@lytton.ca](mailto:building@lytton.ca).

**ITEMS TO SUBMIT:**

- ROEP Packet (Ensure entire ROEP Packet is reviewed for completeness and signed/dated where applicable)
- Copy of insurance coverage in effect at time of wildfire:
  - Homeowner's Policy
  - Personal Property Policy
  - Automobile Policy

**\*\*CONTINUES ON NEXT PAGE\*\***



**RIGHT-OF-ENTRY PERMIT (“ROEP”)  
FOR DEBRIS AND/OR HAZARD TREE REMOVAL ON PRIVATE PROPERTY**

**To:** The Village of Lytton (the “VOL”), Her Majesty the Queen in Right of the Province of British Columbia, Her Majesty the Queen in Right of Canada, and their respective employees, representatives, elected officials, agents, and assigns (collectively, the “Government”)

**From:** (The Full Legal Names of All Owner(s) Registered on Title to the Property Must be Listed)

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(Collectively, the “Owner”)

**Re:** (Insert Civic Address and Legal Description of Property)

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(the “Property”)

1. **Grant of ROEP:** The Owner hereby grants to the Government a right of entry over and upon the Property, together with authority to access the Property as, when, and how the Government deems necessary for the purposes of carrying out Debris and Hazard Tree Removal Activities in accordance with the terms and conditions of this ROEP.
2. **Time Period:** This ROEP shall be valid as at the date of the Owner’s signature(s) below and shall expire on the sooner of: (a) twelve (12) months thereafter; and (b) the date on which the Debris and Hazard Tree Removal Activities are complete, as determined by the Government in its sole and absolute discretion.
3. **Debris and Hazard Tree Removal Activities:** For the purposes of this ROEP, “Debris and Hazard Tree Removal Activities” include the inspection, cutting, testing, removal, and clearance from the Property of any and all wildfire-generated debris of whatsoever kind and nature, including, without limitation: any and all burned or partially burned structures and/or their contents; ash; concrete foundations; contaminated soil and materials; vehicles; trailers; Hazard Trees; and all other waste and debris of every kind and nature whatsoever (collectively, “Debris Materials”).
4. **Hazard Trees:** For the purposes of this ROEP, “Hazard Trees” include any and all trees that, in the Government’s view: (a) have been so damaged by the fires that their structural integrity is compromised; (b) pose an immediate threat of falling onto work crews; (c) obstruct work crews’ access to a debris clearance site; or (d) pose an immediate threat of falling onto a public right-of-way or public improved property. The Owner acknowledges and agrees that the Government has sole and absolute discretion to: (i) determine whether a tree is a Hazard Tree; (ii) determine



whether to remove or leave any Hazard Tree; and (iii) approve the removal of Hazard Trees from private property and roads. For clarity, Debris and Hazard Tree Removal Activities do not include the removal of tree stumps unless the Government determines it is necessary for its own Debris and Hazard Tree Removal Activities.

5. **Authorized Activities:** The Owner hereby authorizes the Government to conduct Debris and Hazard Tree Removal Activities on the Property as, when, and how the Government deems fit. The Owner acknowledges and agrees that the Government retains sole and absolute discretion to manage all aspects of the Debris and Hazard Tree Removal Activities, including, without limitation: (a) determining which Debris Materials on the Property are eligible for removal; and (b) how and when those Debris Materials will be removed.
6. **Costs, Reimbursement, and Insurance Requirements:** Debris and Hazard Tree Removal Activities will be provided by the Government at no direct cost to the Owner. However, most homeowners' insurance policies include coverage for activities similar to the Debris and Hazard Tree Removal Activities. As consideration for the Government's agreement to perform Debris and Hazard Tree Removal Activities on the Property, where the Owner has homeowner's, automobile, or property insurance, the Owner hereby agrees to: (a) file insurance claim(s) for the Debris and Hazard Tree Removal Activities performed on the Property or in association with any of the Owner's vehicles; (b) assign to the VOL any and all insurance proceeds covering the Debris and Hazard Tree Removal Activities; (c) inform the applicable insurance company(ies) of this assignment; and (d) authorize the applicable insurance company(ies) to communicate directly with the Government in general and the VOL in particular regarding any and all insurance issues related to the Debris and Hazard Tree Removal Activities.
7. **Authorization for Disclosure and Communications:** For greater clarity, this ROEP shall constitute the Owner's authorization for and direction to the below-listed insurance company(ies) to communicate directly with the Government in general and the VOL in particular regarding any and all insurance issues, coverages, and payments related to the Debris and Hazard Tree Removal Activities performed on the Property or in association with the Owner's vehicles.
8. **Specified Debris and/or Hazard Tree Removal Insurance Coverage:** If the Owner's insurance in effect at the time of the wildfire provides specific coverage for debris and/or hazard tree removal, then the Owner hereby assigns to the VOL any and all rights, benefits, and proceeds with respect to these particular specific coverages, and hereby authorizes and directs that any benefits or proceeds in this regard be paid directly and solely to the VOL, in an amount not to exceed the actual cost of the Debris and Hazard Tree Removal Activities performed.
9. **No Specified Debris and/or Hazard Tree Removal Insurance Coverage:** If the Owner's insurance in effect at the time of the wildfire does not provide specific and separate coverage for debris and/or hazard tree removal, but such coverage is included within another larger coverage category, then payment to the VOL shall be limited to the unused benefit amount, after the primary structure is rebuilt. The Owner hereby assigns to the VOL any and all rights, benefits, and proceeds of any unused benefit amount that is eligible for debris and/or hazard tree removal remaining in a larger coverage category, and hereby authorizes and directs that all such benefits or proceeds in this regard be paid directly and solely to the VOL, in an amount not to exceed the actual cost of the Debris and Hazard Tree Removal Activities performed.
10. **Specified Automobile Insurance Coverage:** If the Owner's automobile insurance in effect at the time of the wildfire provides specific coverage for vehicle or trailer removal, then the Owner



hereby assigns to the VOL any and all rights, benefits, and proceeds with respect to these particular specific coverages, and hereby authorizes and directs that any such benefits or proceeds be paid directly to VOL, in an amount not to exceed the actual cost of the vehicle and trailer removals performed.

11. **No Specified Automobile Insurance Coverage:** If the Owner's automobile insurance in effect at the time of the wildfire does not provide specific and separate coverage for vehicle or trailer removal, but vehicle or trailer removal coverage is included within another larger coverage category, then payment to VOL shall be limited to the unused benefit amount. The Owner hereby assigns to the VOL any and all rights, benefits, and proceeds of any unused benefit amount that is eligible for vehicle or trailer removal remaining in a larger coverage category, and hereby authorizes and directs that any such benefits or proceeds be paid directly to VOL, in an amount not to exceed the actual cost of the vehicle or trailer removals performed.
  
12. **Notification and Particulars:** In the event an insurance company issues insurance proceeds directly to the Owner for any debris and/or hazard tree removal or vehicle removal, then the Owner shall promptly inform the VOL of the amount of such proceeds and remit such proceeds to the VOL, save that such amount shall not exceed the actual cost of the Debris and Hazard Tree Removal Activities performed by the Government.
  
13. **Insurance Policies:** Below are the particulars of all applicable insurance policies

**(If you are uninsured, go to #14 below and check the uninsured box)**

**Homeowner's Insurance:**

Insurance Company: \_\_\_\_\_

Policy Number: \_\_\_\_\_

Claim Number: \_\_\_\_\_

Agent's Name: \_\_\_\_\_

Agent's Phone / e-mail: \_\_\_\_\_

**Secondary Insurance, or personal property insurance for other damaged items on the Property:**

Insurance Company: \_\_\_\_\_

Policy Number: \_\_\_\_\_

Claim Number: \_\_\_\_\_

Agent's Name: \_\_\_\_\_

Agent's Phone / Email: \_\_\_\_\_



**Automobile Insurance** for car, boat, trailer, or other vehicles on the Property:

Insurance Company: \_\_\_\_\_

Policy Number: \_\_\_\_\_

Claim Number: \_\_\_\_\_

Agent's Name: \_\_\_\_\_

Agent's Phone / Email: \_\_\_\_\_

**14. Owner's Insurance Declaration:**

**Check one box:**

I declare that the insurance information listed in this ROEP is complete, true, and accurate to the best of my knowledge. If I become aware of any inaccuracies or incomplete information, I will immediately notify the VOL of same, and ensure that this ROEP is updated accordingly.

**-OR-**

I declare that I do not have any homeowner's and/or automobile insurance, or other similar insurance, and I declare by my signature below that no insurance coverage for the costs associated with fire debris and/or hazard tree removal at the Property was in effect at the time of the wildfire.

\_\_\_\_\_  
Owner's signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Additional Owner's signature (if applicable)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Additional Owner's signature (if applicable)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Additional Owner's signature (if applicable)

\_\_\_\_\_  
Date

**15. Further Assurances:** The Owner shall with reasonable diligence, do all such things and provide all such reasonable assurances as may be required to complete all matters contemplated in this ROEP, and shall provide such further documents or instruments required by the Government as may be reasonably necessary or desirable to give effect to the purpose of this ROEP and carry out its provisions, whether before or after the expiry of this ROEP.



16. **Sale of Property:** If the Property or any items thereon are sold prior to issuance of the cleanup certification, they will be withdrawn from the Debris and/or Hazard Tree Removal Program, unless both the new and former owners sign a property transfer affidavit. Costs for work completed will be billed to the insurance company(ies) listed above, if applicable.
17. **GENERAL WAIVER AND RELEASE OF LIABILITY:** IN CONSIDERATION OF THE GOVERNMENT PERFORMING THE DEBRIS AND HAZARD TREE REMOVAL ACTIVITIES, THE OWNER HEREBY RELEASES AND WAIVES ANY AND ALL CLAIMS AGAINST THE GOVERNMENT AND THEIR RESPECTIVE INSURERS (THE "RELEASED PARTIES") AND PROMISES TO INDEMNIFY AND HOLDS HARMLESS THE RELEASED PARTIES, FROM ANY AND ALL LIABILITY AND CLAIMS FOR ALL INJURY, DEATH, LOSS, DAMAGE, AND EXPENSE OF ANY KIND THAT THE OWNER OR ANY OTHER PERSON MAY SUFFER AS A RESULT OF OR IN CONNECTION WITH THE DEBRIS AND HAZARD TREE REMOVAL ACTIVITIES DUE TO ANY CAUSE WHATSOEVER, INCLUDING WITHOUT LIMITATION, NEGLIGENCE, BREACH OF CONTRACT, BREACH OF THIS ROEP, BREACH OF ANY STATUTORY DUTY OR DUTY OF CARE ON THE PART OF ANY OF THE RELEASED PARTIES, AND ALSO INCLUDING THE FAILURE ON THE PART OF ANY OF THE RELEASED PARTIES TO SAFEGUARD OR PROTECT ANY PERSON OR PROPERTY FROM THE RISKS, DANGERS, AND HAZARDS ASSOCIATED WITH THE DEBRIS AND HAZARD TREE REMOVAL ACTIVITIES. THIS GENERAL WAIVER AND RELEASE OF LIABILITY PROVISION WILL SURVIVE EXPIRY OR SOONER TERMINATION OF THIS ROEP.
18. **Further Waiver and Release:** Without in any way limiting the foregoing, the Owner acknowledges and agrees that the methodology for identifying and removing Hazard Trees and all other Debris Materials shall be at the sole discretion of the Government, and the Owner expressly waives and releases any and all claims in that regard. THE OWNER HEREBY RELEASES THE RELEASED PARTIES AND WAIVES THEIR RIGHT TO BRING PROCEEDINGS IN LAW OR EQUITY AGAINST THE RELEASED PARTIES WITH RESPECT TO THE IDENTIFICATION AND/OR REMOVAL OF HAZARD TREES AND ALL OTHER DEBRIS MATERIALS. THIS FURTHER WAIVER AND RELEASE PROVISION WILL SURVIVE EXPIRY OR SOONER TERMINATION OF THIS ROEP.
19. **Foundations:** In order to participate in this program, the Owner must allow removal of all foundations from the subject Property. Stem walls and retaining walls may be left on a case-by-case basis, as approved by the Government. THE OWNER ACKNOWLEDGES AND AGREES THAT THE REMOVAL OF A FOUNDATION MAY LEAVE A DEPRESSION IN THE GROUND AND THAT DEPRESSION MAY CONSTITUTE A HAZARD. THE OWNER ACKNOWLEDGES AND AGREES THAT THEY ARE SOLELY RESPONSIBLE FOR FILLING ANY DEPRESSION(S) ON THE PROPERTY FOLLOWING THE COMPLETION OF THE DEBRIS AND HAZARD TREE REMOVAL ACTIVITIES.
20. **Soil Sampling:** Debris Materials removal includes taking soil samples in the Debris Material footprint to ensure that all contaminants have been removed. If initial soil samples do not meet the cleanup goals for this Project, then additional soil will be removed from the Debris Materials footprint and more soil samples will be taken. The Owner acknowledges and hereby authorizes the Government to remove enough soil to ensure the Government's cleanup goals have been met. THE OWNER ACKNOWLEDGES AND AGREES THAT: (A) THIS MAY LEAVE A DEPRESSION ON THE PROPERTY AND THAT DEPRESSION MAY CONSTITUTE A HAZARD; AND (B) THE OWNER IS SOLELY RESPONSIBLE FOR FILLING ANY DEPRESSION(S) ON THE PROPERTY FOLLOWING THE COMPLETION OF THE DEBRIS AND HAZARD TREE REMOVAL ACTIVITIES.



- 21. Markings of Infrastructure Facilities:** The Owner agrees to make their best efforts to mark subgrade utility lines (sewer, water, electricity, gas, cable, etc.), and to mark the location of septic tanks, leach fields, water wells, hand dug wells/cisterns, and other subgrade structures. The Owner should carefully complete the attached Property Information Form and append any maps, diagrams, or legible notes that may be useful to the Government's contractor(s) in locating subgrade structures and instructing the crews which items the Owner may want to remain on the Property following Debris and Hazard Tree Removal Activities. The Government will endeavor to avoid all marked structures; HOWEVER, THE OWNER HEREBY WAIVES, RELEASES, AND PROMISES TO INDEMNIFY, HOLD, AND SAVE HARMLESS, THE RELEASED PARTIES FROM ANY DAMAGES TO MARKED OR UNMARKED STRUCTURES. THIS WAIVER, RELEASE, AND INDEMNITY PROVISION WILL SURVIVE EXPIRY OR SOONER TERMINATION OF THIS ROEP.
- 22. Voluntary Assumption of Risk, Waiver, Release, and Indemnification for Driveway, Roadway, and Other Incidental Damage:** Excavators must perform much of the demolition, consolidation, and loading of Debris Materials into trucks for removal to appropriate recycling and disposal and end-use sites. The scale and weight of this equipment, and the weight of loaded trucks hauling Debris Materials out of fire-damaged neighborhoods, often exceeds the design capacity of residential driveways, sidewalks, and roadways. Crews will take reasonable precautions to mitigate against damage. However, the Owner acknowledges and agrees that cracking and damage to asphalt and concrete pavement is a common and unavoidable consequence and is therefore considered incidental to Debris and Hazard Tree Removal Activities. BY SIGNING THIS ROEP AND OPTING INTO THE GOVERNMENT'S DEBRIS AND/OR HAZARD TREE REMOVAL ACTIVITIES AT THE PROPERTY, THE OWNER ACKNOWLEDGES AND VOLUNTARILY ACCEPTS THE RISK OF SUCH INCIDENTAL DAMAGE AS WELL AS RESPONSIBILITY FOR THE COST OF ANY REPAIRS TO PRIVATE PROPERTY OR JOINTLY OWNED PRIVATE ROADWAYS THAT MAY BE CAUSED BY GOVERNMENT CONTRACTORS IN THE PERFORMANCE OF DEBRIS AND HAZARD TREE REMOVAL ACTIVITIES. THE OWNER HEREBY WAIVES, RELEASES, AND PROMISES TO INDEMNIFY, HOLD, AND SAVE HARMLESS, THE RELEASED PARTIES FROM ANY REPAIR CLAIMS DESCRIBED ABOVE, AND FROM ANY OTHER INCIDENTAL AND UNAVOIDABLE DAMAGE OCCURRING AS A RESULT OF ROUTINE OPERATIONS ASSOCIATED WITH SUCH DEBRIS AND HAZARD TREE REMOVAL ACTIVITIES. THIS VOLUNTARY ASSUMPTION OF RISK, WAIVER, RELEASE, AND INDEMNITY PROVISION WILL SURVIVE EXPIRY OR SOONER TERMINATION OF THIS ROEP.
- 23. Damage to Improved Property:** Debris and ash removal crews will attempt to minimize impacts to improved property that was not damaged by the wildfire. The Owner may submit to the VOL a complaint regarding any improved property that Owner believes was damaged during the Debris and Hazard Tree Removal Activities. HOWEVER, THE OWNER ACKNOWLEDGES AND AGREES THAT THE TERMS AND CONDITIONS OF THIS ROEP LIMITS THE LIABILITY OF THE RELEASED PARTIES WITH RESPECT TO SUCH DAMAGE, IF ANY.
- 24. Modification:** The provisions of this ROEP may not be modified without the written consent of all parties. The Owner may cancel this ROEP only by providing written notice to the VOL.
- 25. Authority:** The Owner declares that: (a) they are the rightful and only owner(s) of the Property; and (b) they have full power and authority to execute this Right of Entry Permit without the need for any further action, including, but not limited to, notice to or approval from any other party.



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Printed name of Owner

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Signature of Owner

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Date

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Printed name of Owner #2 (if applicable)

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Signature of Owner #2 (if applicable)

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Date

-----  
Printed name of Owner #3 (if applicable)

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Signature of Owner #3 (if applicable)

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Date

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Primary Mobile Phone Contact (Owner)

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Primary E-mail address (Owner)

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Mailing address of Owner

**FOR USE BY VOL ONLY - DO NOT WRITE BELOW THIS LINE ON THIS PAGE**

Property ownership verified by:

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Name of VOL Representative

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Signature of VOL Representative

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Date

**Approved by VOL and verified that the Property, Legal Description, and Owner are accurate and complete, and that the Owner and Property meet the eligibility requirements of program:**

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Title and Printed Name of Authorized VOL Representative

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Signature of Authorized VOL Representative

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Date