



City of New Smyrna Beach

Maintenance Operations Department

October 28, 2016

To: Private/gated community or property owner on private street

Dear Sir:

Re: Hurricane Matthew Debris Removal in Private Communities/Streets

As you know as a result of Hurricane Matthew, many of our citizens have been seriously impacted by extensive damage to their homes and the property surrounding their homes. Given these damages, the amount of vegetative debris and construction & demolition (C & D) debris from the hurricane is expected to exceed 250,000 cubic yards in vegetative debris alone. The City began an extensive clean-up operation on Saturday, October 8th immediately following the storm. The "first pass" to remove the initial debris from all City roads was anticipated to take up to three (3) weeks. An additional pass on City roads would include further collection of vegetative debris from the storm and would add collection of C & D debris; this pass may take an additional 3-4 weeks depending on the volume of debris placed on the roadside for pick-up.

FEMA guidelines do not allow for reimbursement to the City for the costs associated with the removal of storm-related debris from within private communities or along private roads. The costs associated with the FEMA required hauling and monitoring process for storm debris on City roads is expected to cost the City over \$3.0 million which does not include the disposal (tipping) fees associated with all of this debris. Last week, the City formally requested an exemption from FEMA to allow for the collection and disposal of debris from private roads and gated communities to be reimbursed under the Public Assistance Grant Program. It is unknown at this time if this request will be answered and/or approved by FEMA in the near future.

Therefore, on October 25, 2016, the City Commission of the City of New Smyrna Beach voted to approve funding to cover the cost of removal of storm-related debris from private roads and communities within the City. City staff has recommended that funding for this non-reimbursable expense be covered by moving up a 10% solid waste fee increase to all residential customers of the City from October 1, 2017 to January 1, 2017. An Ordinance authorizing this rate increase will be scheduled for two public meetings before the City Commission in November.

It is anticipated that collection of storm-debris in private subdivisions and along private roads would start before the Thanksgiving holiday. Given the timeframe for removing all of this debris, please be reminded that private communities still have the option to have their debris moved out to a public right-of-way for pick-up, or to contract with a private hauler to remove the debris from the private communities/roads.

In order for the City to remove the storm-related debris from the private subdivisions, the subdivision's Homeowners' Association (HOA) or homeowner on a private road not within an HOA will be required to sign and submit a right-of-entry/hold-harmless agreement to the City, for both the Contractor, and the City, as protection from any liability claims while the City's hauler is operating on private roadways. Attached to this letter is a Right of Entry/Hold Harmless Agreement form that will need to be signed, notarized and returned to the City prior to the City beginning any removal of storm-related debris within your community or on your private road. Please understand the City will be unable to remove storm-related debris from your community or private road without a signed and properly notarized Right-of-Entry/Hold Harmless Agreement.

Please return the completed Right-of-Entry form to my attention to the address listed below or via email to: fmiller@cityofnsb.com. If you should have any additional questions or concerns regarding this debris removal process or the Right-of-Entry Agreement, please contact the City's Maintenance Operations Department at (386) 424-2205.

Sincerely,



Faith G. Miller, MMC/MPA
Maintenance Operations Director

Enclosure

RIGHT OF ENTRY/HOLD HARMLESS AGREEMENT
City of New Smyrna Beach, Florida

The undersigned hereby certifies that he/she is the title owner or authorized agent of the property (the "Property") described herein as: _____.

Street Name/Names or Legal Description (List all street names covered by this agreement or provide a map attached to this agreement with the roads marked that are covered by this agreement. If a portion of a road is covered, then list the starting and ending addresses of the road that is covered by this agreement):

City of New Smyrna Beach, State of Florida, and does hereby request aid in removing natural or man-made disaster-generated debris from the Property and grants and gives freely without coercion, the right of access and entry to the Property to the City of New Smyrna Beach (the "City), its successors and assigns, including its contractors and subcontractors, the Federal Emergency Management Agency (FEMA), the U.S. Corps of Engineers (USACE), USDA Forest Service and the Florida Division of Emergency Management (the "Invitees") for the purpose of removing disaster-generated debris.

The undersigned acknowledges that this Right of Entry/Hold Harmless Agreement does not obligate any or all of the Invitees to perform disaster-generated debris removal. In the event, any or all of the Invitees removes or causes to be removed disaster-generated debris from the Property, the undersigned agrees and warrants to hold harmless the Invitees of any damage of any type whatsoever, either to the Property or persons situated thereon, and hereby releases, discharges and waives any and all actions, either legal or equitable, which the undersigned has or ever might or may have by reason of any action of the Releases related to the removal of disaster-generated debris from the Property.

Further, the undersigned acknowledges that federal law (42 U.S. C. 5155 et seq.) requires that property owners to reimburse the City for the cost of removing the disaster-generated debris to the extent such costs are covered in the property owner's insurance policy. The undersigned also understands that he/she must provide a copy of the proof/statement of loss from the insurance company to the City. The undersigned agrees that upon receipt of payment from his/her insurance company for disaster-generated debris removal, he/she shall promptly notify and send payment and proof/statement of loss to the City so that the City may reimburse FEMA. The undersigned further acknowledges that all disaster-debris funding, including that for disaster-generated debris removal from private property, is subject to audit by the City and/or FEMA.

For consideration and purposes set forth herein, I hereby set my hand this _____ day
of _____, 20____.

Property Owner/Authorized Agent: Right of Entry/Hold Harmless Accepted

Printed Name: _____

Title: _____

Signature: _____ Date: _____

Current Address: _____

Current Telephone Number: _____

Name of Insurance Company: _____

Policy Number: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this _____ day of
_____, 2016 by _____, who is
personally known to me or who has produced _____ as
identification. (type of identification)

[NOTARY SEAL]

Signature - Notary Public, State of Florida