BOROUGH OF LAVALLETTE

1306 GRAND CENTRAL AVENUE
LAVALLETTE, NJ 08735
(732) 793-7477
TELEFAX (732) 830-8248

"The Ideal Family Seashore Resort"

SHELTERING AND TEMPORARY ESSENTIAL POWER (STEP) PROGRAM NEEDS SURVEY

APPLICANT: _____ CONTACT NUMBER: _____

OWNER: _____

PROPERTY ADDRESS: _____

BLOCK: _____ LOT: _____

STEP CONSISTS OF THREE ELEMENTS. PLEASE CHECK THE ELEMENT OF THE PROGRAM DESIRED AND PROVIDE A DESCRIPTION OF THE CONDITION THAT NEEDS CORRECTION:

RESIDENTIAL ELECTRIC METER REPAIRS: _____

Description of Work:

_____
_____
_____
_____

SHELTER ESSTENTIAL MEASURES: _____

Description of Work:

_____
_____
_____
_____

RAPID TEMPORARY EXTERIOR REPAIRS: _____

Description of Work:

_____
_____
_____
_____

Completing this form is not a guarantee of the Borough's commitment to participate in the STEP Program. This form is utilized to assess the need. Please mail completed forms to the Borough of Lavallette, 1306 Grand Central Avenue, Lavallette, NJ 08735. Hand delivered forms can be dropped off at the Administrative Trailer in the Fire Department Parking Lot.

Please use ballpoint or roller ball pens and print clearly

For FEMA/State/local/Tribal\ Use Only:
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/Burough		
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)