

REQUEST FOR BOARD ACTION

HENDERSON COUNTY BOARD OF COMMISSIONERS

MEETING DATE: November 2, 2009

SUBJECT: Abandoned Manufactured Home Removal Program

ATTACHMENTS: Yes

1. Application to Participate
2. AMHRP Agreement
3. Henderson County Contractor's Agreement
4. PowerPoint Presentation

SUMMARY OF REQUEST:

NCDENR has allocated funding for the removal of abandoned manufactured homes throughout the state. Each county can request reimbursement for the removal of up to 25 homes at \$1000 per home. Henderson County will contract with local companies to remove these homes and then request a reimbursement from the state of NC.

BOARD ACTION REQUESTED:

The Board is requested to approve the program as presented.

Suggested Motion:

I move that the Board of Commissioners approve the Henderson County Abandoned Manufactured Housing Removal Program as presented.

**APPLICATION TO PARTICIPATE IN HENDERSON COUNTY ABANDONED
MANUFACTURED HOME REMOVAL PROGRAM (AMHRP)**

INSTRUCTIONS: Clearly print or type all sections below. Mail or deliver the completed form to:

Henderson County Code Enforcement
Attn: AMHRP
100 N King St
Hendersonville NC 28792

A. Owner Information

Name_____

Mailing Address_____

Phone_____

E-Mail_____

B. Abandoned Home Information

Model_____

Color_____

Dimensions_____

Serial Number_____

C. Location

Please provide us with directions to the location of the abandoned home.

D. Tax Information

All taxes current and past have been paid on this manufactured home and there are no outstanding liens against the home.

The abandoned home to be deconstructed is or was listed with the Henderson County Tax Office in the name(s) of:

E. Agreement/Consent

By signing this application, I/we agree to remove all personal items from the home prior to deconstruction; disconnect or cause all utilities to be disconnected including water and electricity; and that reasonable access to the home for trucks and heavy equipment will be provided. I/we also agree that there are no violations on the property of Henderson County Code or North Carolina Code and grant Henderson County staff full access to the property. I/we certify that we are the owner of the manufactured home and have full authority to authorize its removal.

F. Certification of Compliance

By signing this application, I certify that the manufactured home to be deconstructed was not brought into Henderson County for the purpose of being included in this program.

G. Eligibility

Please provide Henderson County with W-2 forms from the previous two years in order to meet the low-income requirement for this program.

Income Definition	Percent (%) of Area Median Income (\$52,500)	Annual Income (\$)	Monthly Income (\$)	30 Percent of Monthly Income (\$)	Fair Market Rent as a Percent (%) of Maximum Affordable Rent
Low	>50 to 80	26,251 to 42,000	2,188 to 3,500	656 to 1,050	106% to 66%
Very low	>30 to 50	15,751 to 26,250	1,320 to 2,188	394 to 656	176% to 106%
Extremely low	<30	0 to 15,750	0 to 1,320	0 to 394	176% or more

Source: Department of Housing and Urban Development 2008

NOTICE: Development of the site formerly occupied by the deconstructed manufactured home must comply with all federal, state and Henderson County regulations.

NOTICE: Any violation of the terms of this program, including this application, voids participation.

Owner Print Name _____

Owner Signature: _____ Date: _____

OFFICIAL USE ONLY

Date Received: _____

Application Number: _____

Confirmation Sent: _____

Contractor Notified: _____

Processed By: _____

**STATE OF NORTH CAROLINA
COUNTY OF HENDERSON**

AMHRP AGREEMENT

This Agreement and Release of All Claims (hereinafter referred to as "the Agreement") is hereby made and entered into on this the _____ day of _____, 2000__ by and among the County of Henderson (hereinafter referred to as "County") and _____ (hereinafter referred to as "Property Owner"), all hereinafter sometimes collectively referred to as "the Parties".

WITNESSETH

WHEREAS, County has duly adopted a Public Health Nuisance Prevention Ordinance which prohibits abandoned manufactured homes in all zoning districts within Henderson County. Abandoned Manufactured Homes are defined in Chapter 126.3-2 as "a manufactured home that has not had legal power or was not properly connected to a permitted septic system and water supply in the last 6 months, not to be interpreted to include a manufactured home stored or parked in accordance with a valid zoning permit."

WHEREAS, County has instituted the Abandoned Manufactured Home Removal Program (hereinafter referred to as "AMHRP") to assist property owners in Henderson County with the deconstruction and removal of abandoned manufactured homes located in Henderson County as required by the Henderson County Zoning Ordinance.

WHEREAS, Property Owner is the owner of real property in Henderson County, North Carolina upon which a single-wide abandoned manufactured home is located.

WHEREAS, Property Owner is desirous of deconstructing and removing the abandoned manufactured home from the property and wishes to participate in AMHRP.

CONSIDERATIONS DESCRIBED BELOW, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY ACKNOWLEDGED, THE PARTIES TO THIS AGREEMENT DO HEREBY AGREE AS FOLLOWS:

1. Upon execution of this Agreement by Property Owner, Property Owner shall pay and deliver to County the sum of \$_____ by check or money order made payable to Henderson County for participation in AMHRP and Property Owner shall pay any excess tipping fees as described in paragraph three (3).

2. In consideration of the payment by Property Owner to County, and upon acceptance into the AMHRP, County shall coordinate the destruction and removal of the abandoned single-wide manufactured home by independent contractors selected by the County in its sole discretion. (Describe home below including address and serial number)

3. Property Owner recognizes that the cost of landfill tipping fees up to and including eight (8) tons are included under AMHRP for the disposal of the abandoned manufactured home. Property owner agrees to be responsible to pay the cost of all landfill tipping fees in excess of eight (8) tons for the disposal of the abandoned manufactured home within thirty (30) days of billing directly to Henderson County.

4. Prior to deconstruction, Property Owner agrees to disconnect or cause all utilities to be disconnected including water and electricity, identify and mark septic system location and cause reasonable access to the abandoned manufactured home for trucks and heavy equipment. Property Owner further understands that all white goods and appliances must be removed from the abandoned manufactured home prior to deconstruction by the contractor. Property Owner further understands that any items remaining in the home will be destroyed in the deconstruction process and removed for disposal in the County landfill.

5. Property Owner agrees that any re-use of the site formerly occupied by the manufactured home as identified herein must comply with all applicable Federal, State and Henderson County regulations.
6. Property Owner certifies that the manufactured home as identified herein was not brought into Henderson County for the purpose of being included in AMHRP nor that the manufactured home as identified herein is not located within a manufactured home park.
8. Property Owner agrees to remove all other violations from the subject property before this agreement may be executed. Property Owner also agrees to grant Henderson County staff full access to the property.
9. In consideration of acceptance into Henderson County Project AMHRP, the Property Owner and his agents, servants, successors, heirs, administrators, executors and assigns, do hereby fully release, remise, acquit and forever discharge and hold harmless the County of Henderson, its agents, servants, insurers and assigns from any and all claims in any way related to the identification, removal, transportation, storage or deconstruction of the abandoned manufactured home from the premises or property of Property Owner past, present, or future, as well as any and all claims, demands, actions or causes of action or suits of law or in equity of whatever kind or nature, whether based upon alleged contract, vicarious liability, or any other legal or equitable theory of recovery, past present or future, which are now known or should have been known at the time of the signing of this Agreement, which are suspected to exist or reasonably should have been suspected to exist at the time of the signing of this Agreement, which are anticipated or reasonably should have been anticipated at the time of the signing of this Agreement or which have arisen or are now arising in connection with the events or transactions described in the above-referenced paragraphs. The effect of this paragraph is to be a general release of all claims as against the County of Henderson and all other claims that are now known or should have been known at the time of the signing of this Agreement.
10. It is expressly understood and agreed that this is a fully, final and complete general release as to Henderson County and that the terms of this Agreement may not be amended orally.
11. If any paragraph or part of this Agreement is found void or unenforceable, the remainder of this Agreement shall not be affected by such a finding.
12. This Agreement is binding on the Parties' successors in interest, heirs and assigns.
13. The undersigned have read this Agreement, and acknowledge that no promise or representation of any kind, other than as contained herein, has been made by the County of Henderson or anyone acting for it. The parties to this Agreement have relied fully and completely on their own judgment in executing this Agreement. The property owner is here by bound to the conditions of the AMHRP.
14. This Agreement shall be construed in accordance with the laws of the State of North Carolina, and may be executed on separate signature pages, which may be combined to make a complete agreement.
15. The AMHRP will be based on the availability of funding from NCDENR Division of Pollution Prevention and Environmental Assistance.

Print
Name _____

Signature _____ Date _____

The above signature certifies that the property owner is the owner of the manufactured home and has authority to remove home.

Henderson County Contractors Agreement for Abandoned Manufacture Home Removal Program (AMHRP)

The purpose of this agreement is to specify certain guidelines and standard operating procedures for the demolition and removal of abandoned manufactured homes. This agreement specifies the approved methods of notification, deconstruction, and debris removal that an approved demolition contractor must follow during the course of performing demolition services for Henderson County. This agreement specifies the limitations and liabilities that a contractor is subject. The guidelines and procedures set forth shall be followed by the contractor in order to retain the status of an approved demolition contractor.

Upon receiving notification of a project being awarded to the bid submitted, I agree and understand the following demolition and removal guidelines:

1. I agree to respond with a project bid by the specified date shown on the bid request form. I am aware that if I submit a bid after the specified date, it will not be considered for the project.
2. I will contact the property owner to coordinate an onsite inspection to verify any hazards, ensure permitted easements to allow access for all equipment and personnel, and notify the owner the time and date of deconstruction.
3. I agree that the deconstruction and removal of the home will occur within a thirty (30) day period from being notified of project award, unless an extension is granted by Henderson County.
4. I am aware that if I am awarded a project and fail to complete the deconstruction and removal within a thirty (30) day period and a time extension is not granted, the project will be reopened for bidding.
5. I agree to deconstruct all homes onsite. No homes will be allowed to be disposed of intact or transported to another site for deconstruction.
6. I agree that the deconstruction of the home will be performed in a manner that will prevent any debris from becoming airborne or otherwise affecting any adjacent properties.
7. I agree to recycle all metals and as much wood as possible from the project. I agree to ensure that County staff has removed all mercury switch thermostats from the homes before demolition.
8. I agree that the debris from the deconstructed home shall be transported on a vehicle capable of safely moving the materials from the demolition site to a certified landfill or recycling facility. During transportation, all debris must be covered with a tarp or fabric cover and shall be properly secured so not to allow any debris to fall from the vehicle.
9. I agree to level, compact, or fill any portion of the property that is affected by the deconstruction and removal of debris. I agree to remove and replace any contaminated soil that results from the spillage of any fluids or hazardous materials from equipment associated with performing the deconstruction or removal of the structure.
10. I am aware that all materials from the demolition of the manufactured home must be removed from the property before payment will be issued.
11. I am aware that upon completion of a project, all landfill receipts will be mailed or hand delivered to Henderson County within five (5) days.
12. I am aware that any accessory structures or other debris located on the property are not considered as a part of this project. Henderson County will only pay for debris removal that is a result of the deconstruction of the manufactured home. Other debris removed from the property will be the responsibility of the property owner.
13. I agree to take measures during the demolition and removal so as not to cause any

unnecessary damage to the property or any easements to or from the site.

14. If any damage to the property occurs during the demolition and removal process, I agree to notify Henderson County before leaving the property.

15. I agree to provide and maintain a level of insurance that will cover any damage or injuries that may occur to property or persons while performing the service of deconstruction and removal of the structure.

Contractor Print Name:_____

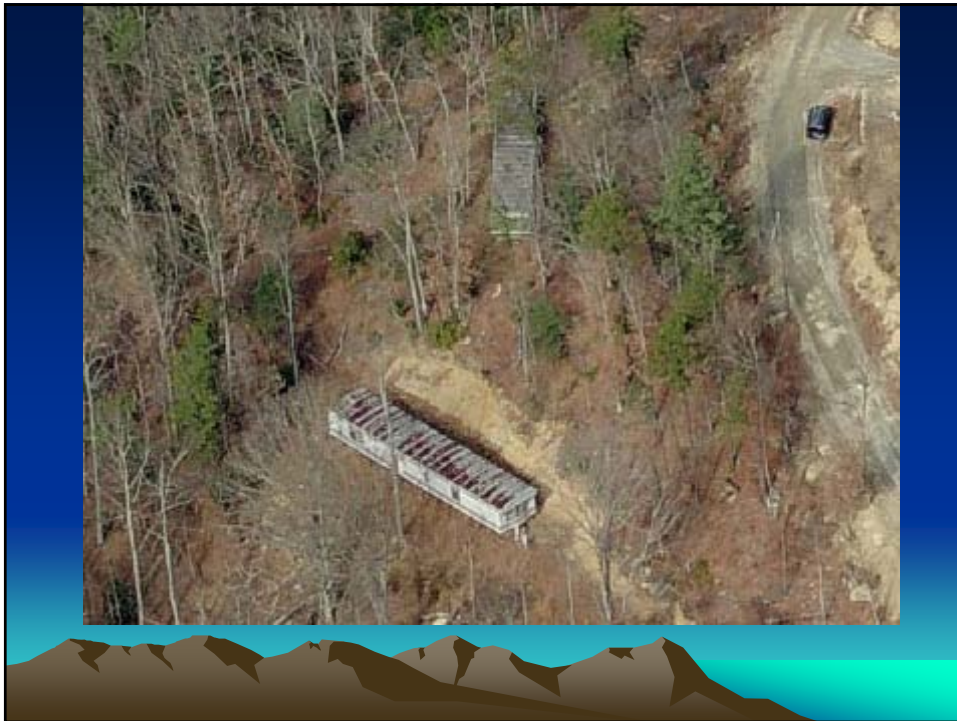
Contractor Signature:_____

Henderson County:_____

Date:_____

HENDERSON COUNTY

ABANDONED MANUFACTURED HOME REMOVAL PROGRAM



- HB 1134 granted Division of Pollution Prevention and Environmental Assistance program to fund removal of abandoned homes across NC at \$1000 per home through the Solid Waste Management Trust Fund
- Henderson County joined program through Solid Waste Management Plan in May 2009
- Publicity to identify low-income property owners who qualify for assistance
- County will contract with private companies and seek reimbursement from NC.



§ 130A-309.113. Management of abandoned manufactured homes.

Plan: Notify property owner through Nuisance procedures

- A method by which the county proposes to identify abandoned manufactured homes in the county: Complaint driven or owner request
- A plan for the deconstruction of these abandoned manufactured homes: Contracted Service
- A plan for the removal including mercury switches from thermostats, for reuse or recycling, as appropriate: Staff remove switches for Household Hazardous Waste
Contractor recycles as much metal as possible
- A plan for the proper disposal of abandoned manufactured homes that are not deconstructed under subdivision (2) of this subsection: N/A
- Authority to Contract. – A county may contract with private entity
- Fee Authority. – A unit of local government or a party that contracted with the county under subsection (b) of this section may charge a disposal fee for the disposal of any abandoned manufactured home at a landfill pursuant to this Part.
- An intact abandoned manufactured home shall not be disposed of in a landfill. (2008-136, s. 1.)



- Eligible recipients based on Income Level
- Manufactured home park owners ineligible
- Owner must unhook all utilities and remove contents
- Staff responsible for removing mercury switches
- Contractor must document landfill fees and recycling weight

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DPPEA Division of
Pollution Prevention and Environmental Assistance

AMH Grant Program Application Requirements

- Number of units intended to be managed.
- Process of identifying AMH responsible parties.
- Description of the process for recovery of funds from responsible parties
- Plan for meeting basic recycling requirements.
- Plan for removal and proper management of mercury thermostats.
- Plan for management of white goods/tires and other banned materials.
- Expected local program revenues generated from zoning fees, tipping, or other fees.
- Implementation timeline for overall AMH program
- Identification of abandoned units
- Deconstruction of units
- Program budget identifying key cost elements.

Discussion Points:

- Proceed with grant?
- Low income limit?
- Cost above grant?
- QUESTIONS?

