COUNTY AGENDA REQUEST

Department:	Permits & Inspections	Presenter(s):	Joe Scarborough
Meeting Date:	June 27, 2013	Type of Request:	Consent

Wording for the Agenda:

Approval of staff's request to authorize Enviroprobe, LLC. to perform asbestos cleanup at 395 Oak Hill Drive, Fayetteville, in the amount of $6,787.00, to recover said funds by attaching a lien on the property, and to approve a Right of Entry Agreement which allows the County to access the property, assume responsibility for the cleanup, and to attach the lien for all associated costs.

Background/History/Details:

The property owner of 395 Oak Hill Drive, Fayetteville, began demolition of a residence without a permit. The Fayette County Marshal's Office filed a complaint with the Permits and Inspection Department, and a Stop Work Order was posted requiring the owner to submit an asbestos clearance letter, as required by State law. The property owner claims he does not have the funds available for asbestos testing.

Permits and Inspections contracted an independent testing agency which confirmed asbestos contamination throughout the demolition site. Four (4) estimates were submitted for asbestos remediation at this location, with Enviroprobe, LLC., being the least expensive. The total cost for the asbestos recovery, packaging, transportation, and disposal is $6,787.00.

The owner is unable to fund the cleanup and has signed a legal agreement provided by Mr. Dennis Davenport's Office. This agreement will allow the County permission to access the property, assume responsibility for the cleanup, and attach a lien to the property in the amount of all associated costs.

What action are you seeking from the Board of Commissioners?

Approval of staff's request to authorize Enviroprobe, LLC. to perform asbestos cleanup at 395 Oak Hill Drive, Fayetteville, in the amount of $6,787.00, to recover said funds by attaching a lien on the property, and to approve a Right of Entry Agreement which allows the County to access the property, assume responsibility for the cleanup, and to attach the lien for all associated costs.

If this item requires funding, please describe:

Not Applicable.

Has this request been considered within the past two years?	No	If so, when?	
Is Audio-Visual Equipment Required for this Request?*	No	Backup Provided with Request?	Yes

**** All audio-visual material must be submitted to the County Clerk's Office no later than 48 hours prior to the meeting. It is also your department's responsibility to ensure all third-party audio-visual material is submitted at least 48 hours in advance.***

Approved by Finance	Yes	Reviewed by Legal	
Approved by Purchasing	Not Applicable	County Clerk's Approval	Yes
Administrator's Approval			

Staff Notes:

Note: Cost will be expensed from legal fees and will be reimbursed upon settlement of property lien associated with cleanup and asbestos removal.

Enviroprobe, LLC

P. O. Box 2660, Covington Georgia 30015
404-557-9320 Office – 770-385-8655 Fax

Mr. Joe Scarborough
Fayette County Building Permits & Inspection Dept.
140 Stonewall Ave. West
Suite 201
Fayetteville, Georgia 30214

May 10, 2013

Ref: **Asbestos Containing Materials Abatement Cleanup Cost Proposal**
Demo Debris
395 Oak Hill Drive
Fayetteville, Georgia 30214

Enviroprobe proposes to cleanup all trash, debris and the Asbestos Containing Materials (ACM's) from the site referenced above.

- Load ACMs into lined 30 yd. roll off containers
- Transfer ACMs for disposal to Safeguard Landfill
- EPD Abatement notification & Fees
- Roll off Containers T&D
- Disposal of ACM's with manifest
- Certified Abatement Supervisor
- Certified Abatement Workers

Total Abatement $6,787.00

If you have any questions about the proposal please do not hesitate to call me at (404) 557-9320. Thank you for the opportunity of being of service to you.

Sincerely

Roy Mote

Roy Mote

Asbestos in Buildings:
Inspection and Assessment
Certificate Number 13511

RIGHT OF ENTRY
AGREEMENT

This Agreement made and entered into this 14th day of June, 2013, by and between FAYETTE COUNTY, GEORGIA (the "County") and DAVID A. BISHOP ("Property Owner").

WHEREAS, the Property Owner is the owner of that certain real property described in Exhibit "A" attached hereto and incorporated herein by reference (the "Property"); and

WHEREAS, as the result of the removal of a structure, the Property contains materials containing asbestos that must be removed for the health and safety of the citizens of Fayette County; and

WHEREAS, the Property Owner has requested that the County remove said materials containing asbestos; and

WHEREAS, for the health and safety of the citizens of Fayette County, the County desires to enter the Property and remove said materials containing asbestos.

WITNESSETH

In consideration of the covenants and agreements herein mentioned and for good and other valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1.

The Property Owner agrees to permit the County, or any persons or entity contracted by the County, to enter the Property for the purpose of performing asbestos abatement services on the Property.

2.

The term of this Right of Entry shall automatically terminate upon the completion of all work to

perform said asbestos abatement services.

3.

Property Owner understands and agrees that all costs incurred by the County in performing the work described in Paragraph 1 above shall constitute a lien against the Property. Said lien shall be filed by the County with the Clerk for the Superior Court of Fayette County.

4.

Property Owner agrees to indemnify, defend and save free and harmless the County, its officers, agents, employees and representatives from and against all claims, demands, losses, actions or causes of actions, including those related to injury to persons or property, which have, are, or may be asserted, prosecuted or established against them or any of them, or whatsoever kind of nature, arising out of or attributable to, or in any manner connected with the performance by the County of the work described in Paragraph 1 above.

IN WITNESS WHEREOF, all parties hereto have executed this Agreement by and through their respective authorized officers or officials, and have caused their respective seals to be hereunto affixed, upon the day and year first above written.

FAYETTE COUNTY

ATTEST:

_____

Steve Brown,
Chairman

Witness:

Joe Scarborough

DAVID A. BISHOP

David Allen Bishop

_____

Notary