

**COUNTY OF HAWAI'I - DEPARTMENT OF ENVIRONMENTAL MANAGEMENT
Solid Waste Division - Derelict/Abandoned Vehicle Section**

345 Kekūanāo'a Street, Suite 41 Hilo, Hawai'i 96720

Tel: (808) 961-8552 • Fax: (808) 961-8553

www.hawaiiizerowaste.org/recycle/automotive

VEHICLE DISPOSAL ASSISTANCE PROGRAM-PRIVATE PROPERTY:

DISPOSAL OF DERELICT VEHICLES LEFT UNATTENDED ON PRIVATE PROPERTY

ELIGIBILITY REQUIREMENTS

The Vehicle Disposal Assistance Program-Private Property (VDAP-PP) assists property owners in Hawai'i County with the disposal fee of up to two derelict vehicles that have been left on their private property without their permission. A property owner can dispose of up to two (2) derelict vehicles per property, per calendar year. Please review these requirements and instructions carefully. If any of these requirements are not met, your application will be denied.

Property Owner Eligibility:

- Two vehicles per property owner, per calendar year (property ownership will be verified with County Real Property website). The Derelict/Abandoned Vehicle Coordinator will keep a log of all property owners who participate in this program and will refuse any additional vehicles.
- The property owner is responsible for having the vehicle transported from its current location to the County's contracted vehicle disposal facility. The property owner will also be responsible for all costs associated in getting the vehicle from its current location to the County's contracted vehicle disposal facility. The County will only pay the disposal fee.

Vehicle Eligibility:

- The vehicle must meet criteria to be deemed derelict as defined under HRS Sec.290-8 (see below).

§290-8 Derelict vehicle. A vehicle shall be deemed a derelict vehicle by the administrative head of the county agency designated to carry out section 290-1, or by the executive director or a representative of the executive director of the Hawaii public housing authority in the case of a vehicle that has been abandoned on property owned, managed, or administered by the authority, if a part has been removed or material damage to the vehicle has rendered the vehicle inoperable and one of the following conditions exists:

(1) The vehicle is registered for the current registration period and the registered and legal owners no longer reside at the addresses on record with the county director of finance;

(2) The vehicle has been registered for the current or previous registration period and the registered and legal

owners disclaim ownership, or a notice of transfer has been submitted by the registered and legal owners and recorded with the director of finance and the new owner has not transferred the title or registration into the new owner's name within thirty days of release;

(3) The vehicle identification number and license plates have been removed so as to nullify efforts to locate or identify the current registered and legal owners;

(4) The vehicle has not been registered for the previous twelve month period; or

(5) The vehicle registration records of the county director of finance contain no record that the vehicle has ever been registered in the county.

Prior to authorizing the removal of a derelict vehicle, the administrative head of the county agency designated to carry out section 290-1 or the executive director or a representative of the executive director of the Hawaii public housing authority in the case of vehicles that have been abandoned on property owned, managed, or operated by the authority, shall notify the county chief of police only if the vehicle is reported stolen or otherwise needed for police investigation. [L 1971, c 28, pt of §1; am L 1983, c 96, §1; am L 1985, c 21, §1; am L 1987, c 77, §1; am L 1992, c 238, §2; am L 1996, c 58, §1; am L 1997, c 350, §14; am L 2005, c 196, §26(a); am L 2006, c 147, §2 and c 180, §16; am L 2018, c 48, §5]

- The vehicle must be a regular passenger vehicle, pick-up truck, or van that weighs no more than 3 tons (6,000 lbs.). Heavy equipment, mini-buses, and any other vehicle over 3 tons are not eligible for this program.
- The vehicle can have up to five (5) tires mounted or within the vehicle. If any vehicle comes in with more than 5 tires, the vehicle disposal facility has the right to charge the registered owner or refuse the vehicle in its entirety.
- The vehicle must be clean and clear of household trash, hazardous waste, extra tires, or any other excessive waste items. Determination of “excessive waste” will be made at the discretion of the vehicle disposal facility.

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INSTRUCTIONS

1. Complete, sign, and date the Vehicle Disposal Assistance Program-Private Property application for vehicles left on private property in the presence of a Public Notary. This application can be found on our webpage at: www.hawaii Zerowaste.org/recycle/automotive

2. Make sure you have all the correct paperwork and that you meet all the eligibility requirements. You must meet all eligibility requirements before receiving a confirmation letter. *If the vehicle is not eligible or you do not meet the eligibility requirements, your application will be denied.*

What to turn in when applying for the Vehicle Disposal Assistance Program:

- VDAP completed application and Waiver, Release, and Indemnity Agreement (signed in the presence of Notary Public).**
- A color photo of the vehicle being disposed of.**
- A copy of your Government-issued Photo ID (must be property owner).**

3. Applications can be submitted via the U.S. Postal Service or delivered in person to 345 Kekūanāo‘a Street, Suite 41, Hilo, Hawai‘i 96720, faxed to 808-961-8553 or emailed to VDAP@hawaii county.gov.

4. Applications will be reviewed by the Derelict/Abandoned Vehicle Coordinator and you will be contacted by the Derelict/Abandoned Vehicle Section once the review process is completed. If your application is approved, you will then schedule a disposal date and time with the Derelict/Abandoned Vehicle Section. If your application is denied, you will be contacted with reason(s) for denial.

**VEHICLE DISPOSAL ASSISTANCE PROGRAM-PRIVATE PROPERTY
WAIVER, RELEASE AND INDEMNITY AGREEMENT*
(for Submittal with Application Form)**

The undersigned party/parties to this document agree as follows:

1. RELEASOR COVENANTS:

Releasor covenants that Releasor has the authority to request the disposal of the above-described vehicle and one of the following conditions exist:

- a. The vehicle is registered for the current registration period, and the registered and legal owner no longer resides at the address on record with the County Director of Finance;
- b. The vehicle has been registered for the current or previous registration period, and the registered and legal owner disclaims ownership, or a notice of transfer has been submitted by the registered and legal owner and recorded with the County Director of Finance, and the new owner has not transferred the title or registration into the new owner's name within thirty (30) days of release;
- c. The vehicle identification number and license plates have been removed to nullify efforts to locate or identify the current registered and legal owner;
- d. The vehicle has not been registered for the current or previous 12-month period; or
- e. The vehicle registration records of the County Director of Finance contain no record that the vehicle has ever been registered in the County.
- f. The registered and legal owner(s) wishes to dispose of their vehicle.

Initial: _____

2. RELEASE:

For and in consideration of the County accepting Releasor's vehicle for disposal and for other good and valuable consideration, Releasor hereby releases, relinquishes, and forever discharges the County from any and all claims, liability, and damages whatsoever, whether at law or in equity, in any manner involving, concerning or relating to the County's disposal of Releasor's vehicle.

Initial: _____

3. INDEMNITY:

- a. Releasor agrees to indemnify and defend the County and its elected and appointed officers, employees, agents and contractors against any and all losses (including, without limitation, attorney's fees and litigation costs) arising out of the County accepting Releasor's subject vehicle. This indemnity shall terminate upon the expiration of all applicable statutes of limitation for claims covered by this indemnification.
- b. Releasor specifically understands and agrees that this indemnification includes the payment and satisfaction of claims by all entities who or which have claimed or may claim that they have monies due and owing to them as a result of the County accepting Releasor's subject vehicle, including but not limited to claims by persons, entities or organizations who have paid or will pay on behalf of or to the Releasor and each of them pursuant to contract or law.
- c. Releasor warrants that there are no outstanding liens that may be asserted against the County, and Releasor specifically understands and agrees to indemnify, defend and hold

harmless the County from any and all claims made against the County by lienors involving the County accepting Releasor's vehicle.

Initial: _____

4. UNDERSTANDING AND AGREEMENTS:

- a. Releasor acknowledges, agrees and understands that this Waiver, Release and Indemnity Agreement applies to all injuries, damages and losses resulting from matters covered in Paragraph 2, even though now unanticipated, unexpected and unknown, as well as to all injuries, damages and losses which have already developed and which are now known and anticipated.
- b. Releasor acknowledges and agrees that the photo attached to this the Agreement is a photograph of the Releasor subject vehicle.
- c. In the event Releasor is a registered and legal owner of the subject vehicle, Releasor agrees to submit copy of the vehicles Certificate of Title stamped "PERMANENTLY JUNK".

Initial: _____

5. DEFINITIONS:

Unless otherwise expressly stated in this Waiver, Release and Indemnity Agreement, the terms "Releasor" and "County" shall mean and be deemed to include all the following: the named parties, their respective elected and appointed officers, directors, agents, department, contractors, employees, representatives, successors and assigns.

Initial: _____

Signature of Releasor

Date submitted

Signature of Releasor

Date submitted

Signature of Releasor

Date submitted