



## ROLL-OFF CONTAINER AGREEMENT

County of Floyd

P.O. Box 218

Floyd, Virginia 24091

Effective September 12, 2017

THIS ROLL-OFF AGREEMENT, made this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between  
(name) \_\_\_\_\_  
whose billing address is \_\_\_\_\_  
and phone number is \_\_\_\_\_  
party of the first part, ("User") and the County of Floyd, Virginia (the "County").

### WITNESS

The County, as part of its governmental operations, operates a solid waste disposal service and provides, for a fee, roll-off containers to individuals and corporations within Floyd County for solid waste disposal. As part of this service the County will provide the roll-off container to the User, **delivering the container to site address of:**

\_\_\_\_\_. The User shall notify the County to pick up the container within 21 days of delivery. The County will pick up the container and dispose of the solid waste deposited within the container by the User. The fee charged for this service depends upon the amount of the solid waste deposited in the roll-off container and for the length of time the container is on the User's site. In addition, there is a delivery fee regardless of the amount of waste or the length of time. **A deposit of \$100.00 for the delivery fee shall be paid at the time of signing this agreement. If the User requires use of the roll-off for more than 21 days, the User must sign a new agreement and pay an additional \$100.00 deposit.**

The User has requested to be provided a roll-off container for the disposal of solid waste and the County is willing to provide the same, under the following terms and conditions to which the User agrees:

- 1) The County shall deliver within \_\_\_\_\_ days to the above site a roll-off container (subject to availability) and shall pick up and dispose of the solid waste therein contained upon the request of the User. The User shall request the container be returned within 21-days beginning the first full day following delivery. **Containers held for more than 21-days shall be subject to a late return penalty of \$4.00 per day in addition to the prescribed fees assessed for this service.** The User shall give the Transfer Station at least a 24- hour notice that the container needs to be picked up. The Floyd County Transfer Station can be reached at 540-745-9367. They are open 8:00am-4:00pm Monday through Friday and 8:00am-11:30am on Saturday. If no notice to pick up the roll-off container has been received 30 days after the date of this agreement, the Transfer Station will remove the roll-off container from the property and the User shall remain liable for any charges incurred from the amount of waste, any late fees, and penalties.
- 2) **The current fees charged for a roll-off are \$100.00 delivery fee and \$55.00 per ton for the weight of the waste in the container. These fees are charged in addition to the \$100.00 roll-off deposit fee and will be invoiced within 30 days after the container is picked up and emptied by the County. The \$100.00 deposit will be applied to the delivery fee when invoiced. Please note that any tires disposed of in the roll-off container will be an additional charge of \$1.00 for passenger car/small truck tire (per tire) or \$10.00 for tractor-trailer, off-road, or agricultural implement tires (per tire). The fee schedule is attached to this agreement and can also be found at <https://floydcova.org/residents/solid-waste-recycling/>.**
- 3) The trucks used to deliver and pick up the roll-off container could cause damage to your property. The County will not be responsible for any damages while they are dropping off and picking up the roll-off container. Also, if the driver deems the property could cause damage to the truck or roll-off, or if the property is deemed to be inaccessible by the driver, this agreement is null and void and the roll-off container will not be delivered.
- 4) The roll-off container shall at all times remain the sole property of the County. The User shall be strictly liable to the County and responsible for any damage, loss or destruction of the container while on the User's site. The User covenants that the site upon which the container is placed either is owned by the User or otherwise within the possession and control of the

User and that the User has the right to place the container thereon. Should the container become damaged, stolen, or destroyed while on the site, the User shall pay to the County all costs of repair or replacement of the container. The User agrees to keep access to the roll-off accessible at all times by leaving a clear area of space of 10 feet on each side of the roll-off container in addition to allowing adequate space for the County truck to access the container.

- 5) Waste cannot be loaded any higher than the sides of the roll-off container by the User. If waste is found to be loaded higher than the sides of the roll-off container by the User, additional fees may be applied when the User is invoiced.
- 6) The User covenants that only solid waste acceptable under the applicable regulations of the Virginia Department of Environmental Quality ("DEQ") for disposal in a sanitary landfill will be deposited in the container. No hazardous or explosive material; putrescible waste; sludges, including sewage sludge; waste oil; free liquids; containers holding liquid waste; regulated hazardous waste; solid wastes, residues, or soils containing TEF (dioxins); solid waste, residues, or soils containing PCB's; pesticide containers; drums that are not empty, properly cleaned and opened; contaminated soil; and/or other items prohibited either under the applicable DEQ regulations or under regulations adopted by the County of Floyd. The User shall secure the container and remains strictly responsible for the quality and quantity of the material deposited in the container. Should the County determine that unacceptable material has been deposited in the container it shall be the sole responsibility of the User to remove such material and properly dispose of the same or, at the County's election, the County may properly dispose of such material as it, in its sole discretion, determines and the User shall be responsible for all costs and expenses incurred by the County for such disposal.
- 7) All fees due to the County shall be billed to the User within 30 days after the container is picked up by the County and is due and payable upon billing. The User shall pay all charges within thirty (30) days from the date of the bill. Failure to pay when due shall cause interest at 1.5% per month to accrue and the User shall be responsible for attorney fees and all costs of collection. No further roll-off service will be provided during any period of non-payment and service may be declined if the User has failed to pay previous billings in a timely fashion.

User

\_\_\_\_\_  
(Signature of User)

\_\_\_\_\_  
(User's name printed)

**FOR OFFICE USE ONLY**

If agreement is listed under a company name, what is the title of the individual signing the agreement?

\_\_\_\_\_ (Must be an owner or an individual of higher authority)

Roll-Off Container #: \_\_\_\_\_

Delivered By: \_\_\_\_\_

Date Delivered: \_\_\_\_\_

Deposit Collected?  YES  NO

Collected By: \_\_\_\_\_

Cash  Check # \_\_\_\_\_

Picked up by: \_\_\_\_\_

Date Picked Up: \_\_\_\_\_

Copy of agreement given to customer:

License Checked  Copied

State Issued: \_\_\_\_\_

License Number: \_\_\_\_\_

Expiration: \_\_\_\_\_

Name on License: \_\_\_\_\_

DOB: \_\_\_\_\_

Address on license if different than listed on this agreement:  
\_\_\_\_\_  
\_\_\_\_\_

# Floyd County Board of Supervisors

P.O. Box 218

Floyd, Virginia

24091

## Floyd County Code Appendix A - Fee Schedule Chapter 42. Solid Waste Fees Amended September 12, 2017

42-58(1)

**Municipal/Commercial/Industrial Solid Waste Tipping Fees:**  
\$55.00 per ton

**Tire Fees:**

\$1.00 Passenger car/small truck tire, per tire

\$10.00 Tractor-trailer, off-road and agricultural implement tire, per tire

**Roll-Off Container:**

\$100.00 delivery fee

\$55.00 per ton of waste deposited in container

\* \$100.00 deposit required. \*

Any tires that are disposed of in the roll-off container will be an additional charge of \$1.00 for passenger car/small truck tire (per tire) or \$10.00 for tractor-trailer, off-road, or agricultural implement tires (per tire). Roll-offs that are held for more than 21-days shall be subject to a late return penalty of \$4.00 per day in addition to the prescribed fees assessed for this service.

**Private Green Box Site:**

\$50.00 per pick-up of each green box on site. Minimum of two pick-ups per month required.

**Application fee for solid waste management facility certificate, minimum \$12,000.00**

*Municipal/Commercial/Industrial Solid Waste Tipping Fees and Tire Fees must be paid in person at the Transfer Station at the time of the disposal by cash or check unless an account to invoice has been approved and established prior to the time of disposal. To obtain a Roll-Off Container, a \$100.00 deposit by cash or check and signed agreement are required before the Roll-Off Container can be delivered. The deposit is applied to the delivery fee when invoiced, and the tonnage rate will be invoiced. To establish a Private Green Box Site, an agreement must be signed prior to the delivery of the green box(es). The fee for Private Green Box Site is dependent upon the number of pick-ups per month and will be invoiced. All invoices are due 30 days from the date of the invoice.*

*Failure to pay for services when they are due shall cause interest at 1.5% per month to accrue and the User of said services shall be responsible for attorney fees and all costs of collection. No further service(s) will be provided during any period of non-payment and service(s) may be declined if the User has failed to pay previous billings in a timely fashion.*

**Floyd County Transfer Station**

(540) 745-9367

139 Transfer Station Road SE

P.O. Box 218

Floyd, VA 24091

**Hours of Operation:**

8:00 AM to 4:00 PM Monday through Friday, 8:00 AM to 11:30 AM Saturday, Closed on Holidays

**Contact Information:**

Sherrell Thompson, Solid Waste Manager, Jabe Graham, Assistant Solid Waste Manager and Recycling Coordinator

**Directions:**

Route 8 South (Parkway Ln S), left on State Route #710 (Storkers Knob Rd), go to end, right on Transfer Station Rd

540-745-9300

FAX 540-745-9305

www.floydcova.org