



**GREEN BOX SITE AGREEMENT**

**County of Floyd  
P.O. Box 218  
Floyd, Virginia 24091**

**Effective September 12, 2017**

THIS GREEN BOX SITE 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, green boxes to businesses within Floyd County for solid waste disposal. As part of this service the County will provide the green box to the User, **delivering the green box to site address of:** \_\_\_\_\_

The User and the County agree to pick up the green box and dispose of the solid waste deposited by the User \_\_\_\_\_ times per month, and in no event shall pick-ups be fewer than 2 times per month.

The User has requested to be provided a green box for the disposal of solid waste, upon monthly invoices, 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 green box (subject to availability) and shall pick up and dispose of the solid waste therein contained according to the number of times listed on this agreement or upon the request of the User. The User shall give the Transfer Station at least a 24-hour notice when requesting any changes in the scheduled number of pick-ups per month. 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.
- 2) **The current fee for green box pickups is \$50.00 per pickup with a minimum requirement of two pickups per month. 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 green box could cause damage to your property. The County will not be responsible for any damages while they are dropping off and picking up the green box. Also, if the driver deems the property could cause damage to the truck or green box, or the property is deemed to be inaccessible by the driver, this agreement is null and void and the green box will not be delivered.
- 4) The green box 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 green box while on the User's site. The User covenants that the site upon which the green box 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 green box thereon. Should the green box become damaged, stolen, or destroyed while on the site, the User shall pay to the County all costs of repair or replacement of the green box.
- 5) 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 green box. 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; tires; scrap metal; white goods; and/or other items prohibited either under the applicable DEQ regulations or under regulations adopted by the County of Floyd and shown on the placard attached to the green box shall be deposited in the green box. The User shall secure the green box 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.

- 6) All fees due to the County shall be billed to the User at the beginning of every month for the previous month's charges 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 green box 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 for the agreement?

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

Delivered by: \_\_\_\_\_

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

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

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

License Checked

Copied

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

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

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

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

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

Address on license if different than listed on this agreement:

\_\_\_\_\_

\_\_\_\_\_

Copy of agreement given to customer:

\_\_\_\_\_

# Floyd County Board of Superbisors

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