



PAGE COUNTY BATTLE CREEK LANDFILL  
RENTAL INFORMATION SHEET

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

Customer Name: \_\_\_\_\_

Tax ID/SSN: \_\_\_\_\_

Billing Address: \_\_\_\_\_

\_\_\_\_\_  
(City, State, Zip)

Delivery Address (if different than billing address):

\_\_\_\_\_  
(City, State, Zip)

Telephone: \_\_\_\_\_

Alternate: \_\_\_\_\_

Email: \_\_\_\_\_

Please list type(s) of waste to be disposed of in landfill:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Name of Insurance Carrier/Broker: \_\_\_\_\_

Insurance Carrier/Broker Phone Number: \_\_\_\_\_

Signature: \_\_\_\_\_



COUNTY OF PAGE  
Solid Waste Department  
219 Landfill Drive, Luray, VA 22835  
Ph: (540) 743-3854 Fax: (540) 743-3651

Company/Customer Name \_\_\_\_\_ (“Company”)

Company/Customer Tax ID Number \_\_\_\_\_

1. Company verifies that it has received the following policies which are attached hereto and made a part hereof:
  - a. Policy and Structure for Tip Fees
  - b. Approved Policy Regarding the Failure to Follow Regulations or Rules
  - c. Approved Policy Regarding Payment of Landfill Accounts
2. Company hereby agrees to abide by the above policies and further agrees to take all actions required to assure that Company’s employees, officers, directors, or agents also abide by the above policies.
3. Company further agrees that it will not dispose of any hazardous materials, medical waste or liquids of any type in Battle Creek Landfill and that Company has and will maintain at all times which this Agreement is in effect sufficient insurance with an insurance company licensed to do business in Virginia that will cover any improper dumping incident that might occur. In the event filing a claim becomes necessary, Company agrees to cooperate with Page County in completely all required documents and pursuing the claim. Upon request of Page County, Company will provide Page County with a Certificate of Insurance verifying such coverage.
4. The individual executing this Agreement hereby certifies that the Company has the authority to enter into this Agreement and that the individual is authorized to execute this document on behalf of the Company. Any individual executing this Agreement below as Guarantor hereby agree to guarantee all obligations of Company, including, but not limited to payment of any costs and expenses due and payable to Page County.
5. This document shall be binding upon any successors and/or assigns of the Company.
6. Whenever notice is to be given pursuant to any of the provisions of this Agreement, such notice shall be deemed to have been given when hand delivered or deposited in the U.S. mails with postage prepaid, for delivery by certified mail, return receipt requested, or upon pick-up for overnight delivery by United Parcel Service, or Federal Express. The date of that notice shall be deemed to have been given shall be determined by the postmark if sent by U.S. mail and by the invoice showing the date and time of pick-up if sent by courier. All notices shall be given to the

parties at the above referenced address, unless notified by a party of a change in address. Any date specified in this Agreement which is a Saturday, Sunday, or legal holiday shall be extended to the first regular business day after such date, which is not a Saturday, Sunday, or legal holiday.

7. In the event Page County incurs any costs, including, but not limited to attorneys' fees, in enforcing any of the provisions of this Agreement or Page County Policies, Page County shall be entitled to reimbursement by Company of all reasonable attorneys' fees and costs.
8. Any action or proceeding seeking to enforce any provision of, or based on any right arising out of, this Agreement may be brought in the courts of Page County, Virginia.
9. This Agreement will be governed by the laws of the Commonwealth of Virginia without regard to conflicts of laws principles.
10. This Agreement embodies the entire agreement and understanding between the parties with respect to the subject matter hereof, and supersedes all prior agreements and understandings, representations and warranties, whether written or oral, between the parties relating to the subject matter hereof.

Your signature below serves as a personal guarantor to the above Agreement.

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Customer/Company Name – Printed

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Customer/Company Name – Signature

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Date



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August 30, 2006

Revision #1 Adopted July 7, 2015

**Approved Policy Regarding Payment of Landfill Accounts**

1. Landfill Accounts are to be billed monthly via statements that summarize the preceding month's charges by the Solid Waste Department. Statements shall be mailed to customers within the first five workdays of the month.
2. Payment in full is required before the last day of the month following the month of the charges. Any accounts that have not been paid and received by the last day of the month they are due shall be considered "late".
3. One month late accounts shall receive a "Reminder: Past Due" notice on their next statement.
4. Late accounts, whether a month or more, shall be assessed a late fee per month. This fee shall be 1 ½% of the total outstanding balance or \$10.00 (Ten Dollars), whichever is greater until such time that the Page County Treasurer is granted a judgement. Once judgement on the remaining balance is granted, the applicable annual interest rate at the time of such judgment will be applied and late fees will be discontinued. The Treasurer will notify the Director of Solid Waste of the amounts of interest to be added to the account for billing purposes.
5. Accounts that are late two months shall be considered "delinquent". Such customers shall be contacted via telephone and shall be sent a letter via U.S. Mail with a return receipt requested. Delinquent customers shall not be allowed to dispose of any further materials with Page County. Once a delinquent account has been brought current, the account may be reinstated at the discretion of the Page County Solid Waste Director. All reinstated accounts shall be on a minimum of a three-month probationary period where they shall be required to operate on a pre-paid or cash-only basis.
6. All payments for charges shall be sent to the Page County Treasurer. Collections activities beyond item number 5 shall be performed by the Page County Treasurer. Once the balance due on an account is aged by 6 months the Treasurer will notify the County Administrator of such account for review and presentation to the Board of Supervisors. During this process monthly statements will continue to be generated by the Solid Waste Department and a copy will be

forwarded to the Treasurer's Office. Late fees according to policy will continue to be added until the Solid Waste Director is notified otherwise.

7. Holders of late accounts may request to enter a payment plan with the Page County Treasurer to bring their amount current. The decision to grant the request, and the establishment of specific repayment terms, shall rest with the Page County Treasurer. The Treasurer's decision in this regard shall not be subject to appeal. The late amount, the customer's payment and dumping history, and the repayment terms shall form the basis for the Treasurer's decision. Repayment plans shall be established in writing and signed by the customer or his duly appointed representative. Customers with late accounts shall only have the opportunity to utilize a repayment plan a single time. If a customer becomes late additional times after having worked through a repayment plan, this customer shall be considered chronically delinquent and will be required to bring the account current without additional recourse via a repayment plan. Customers utilizing an approved repayment plan that fail to meet the terms of their plan shall be considered "delinquent" as in paragraph 5 above. Use of Page County Solid Waste Facilities shall be suspended until delinquent account is paid in full including all late fees and/or interest.
8. Customers who are placed on delinquent status a second time shall be required to bring their account current and shall not be allowed to dispose of any further materials with Page County until such time. When their account has been brought current, their account may be reinstated at the discretion of the Solid Waste Director. However, under such a reinstatement the customer will only be allowed to operate on a pre-paid or cash-only basis. This pre-paid or cash-only status shall be permanent. Pre-paid amount will be sent to the Page County Treasurer and the customer will be responsible for ensuring amount will cover any waste to be disposed of. Should there not be sufficient funds to cover the load; cash at the time of disposal will be required.
9. Judgement Accounts: A customer that Page County has sought and received judgment for will be considered a "high risk" and shall be required to be placed on a cash only basis for a period of 7 (seven) years from the time the account is paid in full. Customers with judgments granted will not be allowed to use the Page County Solid Waste Facilities until the account is satisfied and judgment is released.
10. Returned Checks: All returned checks will be processed in accordance with the Page County Treasurers standard procedures. Use of all Page County Solid Waste Facilities shall be suspended until such time that the Treasurer notifies the landfill that the check and any applicable charges are paid. The landfill will not accept future checks from any customer that has a returned check.



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**Policy and Structure for Tip Fees**

**Effective 1/16/2006**

**Revision 1 Effective 6/21/2006**

**Revision 2 Effective 5/15/2012**

1. Page County residents are allowed to dispose of residential/household trash and recycling at the county convenience sites or landfill free of charge. Non-residents, commercial customers, or materials that are not considered to be residential/household bagged trash are charged a "Tip Fee". Residential/Household is refuse that is typical from a household generated by private citizens from their home of residence. Scrap tires are NOT considered to be residential/household trash. Only bagged residential/household trash and recycling may be disposed of at the county convenience sites. All other materials require a scale weight and shall be disposed of at the Battle Creek Landfill.
2. A Tip Fee of \$45.00 per ton shall be charged for bagged, non-construction debris or bulky materials that are not Page County "residential/household".
3. A Tip Fee of \$60.00 per ton shall be charged for all rough materials that are bulky in nature such as mixed loads, loose items, construction debris, furniture, sludge, and land clearing debris.
4. Segregated recyclables brought by Page County commercial customers shall not be assessed a Tip Fee and shall be accepted free of charge. Recyclables brought by Non Page County customers shall be charged a Tip Fee in accordance with items 2 & 3 listed above.
5. The Tip Fee for loads of segregated very light materials, such as foam, rubber products, or Styrofoam shall be based on volume rather than weight. This fee will be set at \$5.00 per cubic yard. Volume shall be computed on the outside dimensions of the container carrying these materials.
6. Whenever the scales are rendered inoperable, Tip Fees will be assessed on a per-load basis as follows:

- a. Pickup truck, no racks, or smaller vehicles: \$10.00
  - b. Pickup truck with racks, or single-axle trailer: \$20.00
  - c. Single-axle dump truck, or tandem-axle trailer: \$45.00
  - d. Stake body truck: \$65.00
  - e. Tandem-axle dump truck: \$90.00
  - f. Compactor type vehicle up to 10 cubic yard capacity: \$90.00
  - g. Compactor type vehicle with capacity over 10 cubic yards up to 19 cubic yards: \$135.00
  - h. Truck with open top roll-off bin: \$225.00
  - i. Tractor Trailer with dump body: \$225.00
  - j. Compactor type vehicle with capacity over 20 cubic yards up to 29 cubic yards: \$225.00
  - k. Compactor type vehicle with capacity over 30 cubic yards: \$315.00
7. Tires brought in for disposal by anyone, including citizens, shall be charged at the following rate schedule:
- a. Passenger/light truck tires: \$1.50 per tire
  - b. Rims/wheels: \$1.00 per rim
  - c. Truck tires: \$4.00 per tire
  - d. Tractor/oversize tires: \$2.00 per quarter section
  - e. Bulk or business tire rate: \$155/ton



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**Approved Policy Regarding the Failure to Follow Regulations or Rules**

1. Federal and State regulation, plus provisions of the Solid Waste Permit issued by the Commonwealth of Virginia for Battle Creek Landfill (BCLF), set forth what materials can and cannot be accepted for disposal at BCLF. Violation of the rules and permit provisions are violations of the Code of Virginia.
2. To ensure these rules and provisions are adhered to, a random waste screening program is in effect at BCLF. Also, County employees are trained and expected to be vigilant of all loads brought to BCLF for disposal.
3. The Page County Board of Supervisors has also enacted a Tip Fee Policy that sets payment rates for certain categories of customers and materials.
4. BCLF also has rules/policies in place which set forth where and how the various materials typical of a municipal solid waste stream are to be handled.
5. Customers who bring prohibited materials to BCLF shall not be allowed to dump them and shall be required to dispose of such materials in a proper manner.
6. Any incident where prohibited items are dumped at BCLF, or handled contrary to BCLF rules, shall be considered an incident of "improper dumping." This shall include occasions where a customer misrepresents the types or source (including either activity or location) of materials being brought in.
7. If improper materials are found in a load after dumping has occurred, the responsible customer shall be required to have these materials removed, and shall be required to bear all expense of such removal. This shall include reimbursement of any expense incurred by the County to deal with the incident. Non-payment to reimburse the County for such expenses shall result in a suspension of the customer's dumping privileges at BCLF or any County facility.
8. Any incident of improper dumping that violates the regulations or permit shall require notification of the appropriate representatives of the Virginia Department of Environmental Quality (VADEQ).
9. A customer's first incident of improper dumping shall result in a warning letter sent to the customer via U.S. Mail with a return receipt requested. This customer will be placed on



probationary status, and as far as is practice, BCLF will conduct an increased frequency of examination of this customer's loads. These examinations can include scrutiny prior to dumping, and may require the customer's driver and vehicle to wait while any examinations are conducted. Timing of examinations shall be at the discretion of the County and shall be determined by the availability of trained personnel and suitable equipment. This probationary status will be in effect for a year, and shall only be removed if the year passes without adverse incident. Upon the third incident of improper dumping, the customer will be prohibited from further access to dump at BCLF or any other County facility. Occurrence of such a third incident of improper dumping shall result in a suspension notice letter sent to the customer via fax (where possible) and via U.S. Mail with a return receipt requested. Reinstatement after suspension would only be contemplated upon establishment of some suitable precautionary measure such as posting of an appropriate bond.

# BATTLE CREEK HAULING & RENTAL

## Unacceptable Waste

The Landfill is unable to accept the following types of waste:

- Radioactive/Volatile wastes
- Infectious/Biomedical wastes
- Substances determined to be toxic
- Hazardous material, including contaminated soil
- Industrial waste not meeting criteria
- Oil and gas wastes
- Manufacturing or mining wastes or by-products
- Automobiles
- Automobile fluff or other fluff materials
- Commercial chemical products
- Free liquids including petroleum, solvents, printing inks, dyes, and pesticides
- Ignitable, flammable, or explosive substances
- Agricultural wastes
- Polychlorinated Biphenyls (PCBs)
- Lead
- Solid waste, residues, or soils containing Bioxins or PCBs
- Unstabilized sewage sludge or sludges that have not been dewatered
- Pesticide containers that have not been triple rinsed
- Drums that are not empty, properly cleaned, opened and crushed
- Asbestos containing materials or friable asbestos material
- Paint, wood stains, wood sealers, or paint thinner

Additionally, any recyclable material (IE. Brush, Rock, Concrete, Appliances) need to be hauled separately.