



## **EVANS COUNTY LANDFILL FINANCIAL POLICY**

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### **SECTION ONE: CONTRACTED ACCOUNTS**

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Evans County Landfill customers seeking to establish a contracted account must submit an entirely completed Contracted Account Establishment Form (see Appendix A for Contracted Account Establishment Form) and accompanying documentation (see Appendix B for a sample Letter of Credit), as outlined on the form to: *Evans County Board of Commissioners, 3 Freeman St, Claxton, GA 30417*

#### **INVOICING AND PAYMENT**

Contracted Accounts will be invoiced on a monthly basis. Payments are due the 20<sup>th</sup> of the month following the invoice date. The C&D Rate for Contracted Accounts will be determined during the monthly billing process based on tonnage of waste disposed during the month (see Appendix C for Landfill Rate Schedule).

On the last day of the month following the invoice date (November 30 for an October 31 invoice date) by contracted accounts, contract landfill privileges will be terminated. At that time contracted accounts will be on a cash-pay basis and rates will change accordingly. If the contracted account is not paid in full, the account may be considered delinquent and may be subject to legal action.

Delinquent accounts may be permanently terminated and all landfill use may be revoked due to failure to comply with policy.

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### **SECTION TWO: NON-CONTRACT ACCOUNTS**

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Non-Contracted Accounts shall conduct business at the Evans County Landfill without establishing an account. Payment must be made at the time of service.

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### **SECTION THREE: ALL CUSTOMERS**

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#### **HOURS OF OPERATION**

Evans County Landfill hours of operation are: Monday through Friday 8:00 AM to 4:00 PM and Saturdays 8:00 AM to Noon; Excluding County Holidays

#### **INADEQUATE FUNDS**

Customers who pay for landfill services with inadequate funds (i.e. returned checks, fraudulent bills/coins, etc.) may permanently lose landfill privileges. Customers who remit payment with a check that is returned will no longer be allowed to remit payment via check and will be assessed a \$30 returned check fee for each check returned. Payment for all returned checks and all returned check fees must be made using cash or money order. Payment must be made in person to the Evans County Commissioners office.

#### **RATES AND POLICY CHANGES**

Rates and policy are subject to change at any time based on commissioner approval.

**APPENDIX A**  
**CONTRACTED ACCOUNT ESTABLISHMENT FORM**  
**EVANS COUNTY C&D LANDFILL**  
 2681 George Smith Rd  
 Claxton, GA 30417  
 (912) 334-2413

DATE \_\_\_\_\_

NAME / LEGAL NAME OF CORPORATION, PARTNERSHIP OR PROPRIETORSHIP \_\_\_\_\_

MAILING ADDRESS \_\_\_\_\_ CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_

PHYSICAL ADDRESS \_\_\_\_\_ CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_

BUSINESS PHONE: \_\_\_\_\_ EMAIL: \_\_\_\_\_

<b>REFERENCES // BANK</b>			
INSTITUTION NAME: _____			
ACCT # _____	PHONE: _____		
ADDRESS (STREET, P.O. BOX, ETC) _____	CITY _____	STATE _____	ZIP _____
<b>REFERENCES // SUPPLIER</b>			
INSTITUTION NAME: _____			
ACCT # _____	PHONE: _____		
ADDRESS (STREET, P.O. BOX, ETC) _____	CITY _____	STATE _____	ZIP _____

**CREDIT TERMS:** AT LEAST A **\$10,000** LETTER OF CREDIT FROM A VALID FINANCIAL INSTITUTION IS REQUIRED (See Appendix B for an example letter). IF YOU ARE ONLY USING OUR LANDFILL FOR A SHORT-TERM PROJECT (LESS THAN 3 MONTHS) YOU MAY OPT TO PROVIDE A \$10,000 CHECK INSTEAD OF A LETTER OF CREDIT.

**PAYMENT TERMS:** NET 30 DAYS FROM THE DATE OF THE INVOICE. ACCOUNTS NOT PAID IN FULL IN 30 DAYS WILL BE SUBJECT TO A FINANCE CHARGE OF 1.5% PER MONTH.

I/WE certify that the above information is true and correct and I/WE agree to pay this account in accordance with your credit terms. I/WE authorize you to verify this information. In consideration for the credit extended the undersigned agrees to be personally liable for all indebtedness and interest now or hereafter incurred, whether or not any credit limit is exceeded or increased in the future. The undersigned also agrees to be liable for all reasonable attorney fees should any litigation be incurred for non-payment of account. Also, if account is not paid in full in thirty days (or satisfactory payment arrangements made), account may be considered delinquent and may subject you to legal action. Furthermore, delinquent accountholders will not be permitted to use the landfill. **NOTE:** *If a partnership, all partners must sign. If a corporation, an authorized officer must sign.*

SIGNED: _____	POSITION _____
TYPE OR PRINT NAME: _____	
SIGNED: _____	POSITION _____
TYPE OR PRINT NAME: _____	

**PLEASE SUBMIT COMPLETED FORM AND LETTER OF CREDIT DOCUMENTATION TO  
 THE EVANS COUNTY BOARD OF COMMISSIONERS OFFICE 3 FREEMAN ST, CLAXTON GA 30417**

**APPENDIX B**  
**SAMPLE LETTER OF CREDIT**  
**(TO BE SUBMITTED ON BANK LETTERHEAD)**

**DATE:** [INSERT DATE]

**BENEFICIARY**

Evans County Board of Commissioners  
3 Freeman Street, Claxton, GA 30417

**APPLICANT**

[YOUR BUSINESS NAME AND ADDRESS]

**RE: Irrevocable Letter of Credit Number XXXXXXXXXX**

We hereby establish this Irrevocable Letter of Credit in favor of the aforesaid addressee (“Evans County Board of Commissioners”) for drawings up to United States \$[INSERT AMOUNT OVER \$10,000] effective immediately and expiring at our office at [INSERT BANK ADDRESS] with our close of business on [INSERT EXPIRATION DATE].

The term “Beneficiary” shall include any successor by operation of law of the named Beneficiary, including, without limitation, any receiver, rehabilitator, conservator or liquidator of such Beneficiary.

We hereby undertake to promptly honor your sight draft(s) drawn on us indicating our Credit Number XXXXXXXXXX, for all or any part of this Credit if presented at our office at [INSERT BANK ADDRESS] on or before the expiry date or any automatically extended expiry date.

Except as expressly stated herein, this undertaking is not subject to any condition or qualification. The obligation of [BANK NAME] under this Letter of Credit shall be the individual obligation of [BANK NAME] in no way contingent upon reimbursement with respect thereto.

It is a condition of this Letter of Credit that it shall be deemed automatically extended without amendment for periods of one year from the expiry date hereof, or any future expiry date, unless 60 days prior to any expiration date we shall notify you by registered mail that we elect not to consider this Letter of Credit renewed for any such additional period.

Should you have occasion to communicate with us regarding this Credit, kindly direct your communication to the attention of our Letter of Credit Department, making specific reference to our Letter of Credit No. XXXXXXXXXX.

This letter of Credit is subject to the Uniform Customs and Practice for Documentary Credits (1993 Revision), International Chamber of Commerce Publication No. 500, and any subsequent revisions thereof approved by a congress of the International Chamber of Commerce and adhered to by us. If this Credit expires during an interruption of business as described in Article 17 of said Publication 500, the Bank hereby specifically agrees to effect payment, if this credit is drawn against within thirty (30) days after resumption of our business.

Very truly yours,

By: \_\_\_\_\_  
[NAME AND SIGNATURE OF BANK REPRESENTATIVE]

**APPENDIX C**  
**EVANS COUNTY LANDFILL RATES**

**Contract Rates**

<b>C&amp;D</b>	<b>REGULAR RATE</b>	<b>SHREDDED RATE</b>
0-100 Tons (Monthly)	\$30 / Ton	\$28 / Ton
101-500 Tons (Monthly)	\$25 / Ton	\$23 / Ton
501 Tons+ (Monthly)	\$20 / Ton	\$18 / Ton

<b>OTHER TYPES</b>	<b>RATE</b>
Brown Goods	\$55 / Ton
Tires	\$115 / Ton
Yard Waste	\$35 / Ton

**Non-Contract Rates**

<b>OTHER TYPES</b>	<b>RATE</b>
C&D	\$30 / Ton
Brown Goods	\$55 / Ton
Tires	\$115 / Ton
Yard Waste	\$35 / Ton