



Solid Waste Division

Office: (864) 243-9672

Fax: (864) 243-5276

www.greenvillecounty.org

FY27 Waste Tire Application

1. Greenville County Solid Waste Division
2. Andrew Talkish, Sustainability Program Manager, 11075 Augusta Rd. Honea Path, SC 29654 (864) 566-3393 Atalkish@greenvillecounty.org

Ruth Parris, Budget Director, 301 University Ridge Suite N-2400. Greenville, SC 29601 (864) 467-7037 Rparris@greenvillecounty.org

Joseph Kernell, County Administrator, 301 University Ridge Suite N-4000. Greenville, SC 29601 (864) 467-7105 Jkernell@greenvillecounty.org
3. Greenville County has the following policy for residential tire collection:
 - a. Tires are accepted at all of our Residential Waste and Recycling Centers and landfill which include:
 - Blackberry Valley, 409 Blackberry Valley Rd. Greenville, 29617
 - Echo Valley, 3705 Geer Hwy. Marietta, 29661
 - Enoree, 1311 Anderson Ridge Rd. Greer, 29651
 - O'Neal, 3778 Camp Rd. Greer, 29651
 - Piedmont, 200 Owens Rd. Piedmont, 29673
 - Simpsonville, 517 Hipps Rd. Simpsonville, 29680
 - Twin Chimneys, 11075 Augusta Rd. Honea Path, 29654
 - b. Up to 4 tires are accepted at all locations free of charge from residents.
 - c. We expect to collect 176 tons of tires from residential collection in FY26
 - d. All tires collected are hauled by LTS Ridge Recyclers to their facility located at 490 Highway 121, Johnston, SC 29832 for processing and recycling
4. Greenville County has the following policy for in-county retailers of new tires:
 - a. Twin Chimneys Landfill, 11075 Augusta Rd. Honea Path, 29654
 - b. Tires are charged a tipping fee of \$150/ton regardless of ST-390
 - c. We expect to collect 0 tons of tires from new tire retailers in FY26
 - d. All tires collected are hauled by LTS Ridge Recyclers to their facility located at 490 Highway 121, Johnston, SC 29832 for processing and recycling



Solid Waste Division

Office: (864) 243-9672

Fax: (864) 243-5276

www.greenvillecounty.org

5. Greenville County has the following policy for tires from automotive dismantlers:
 - e. Twin Chimneys Landfill, 11075 Augusta Rd. Honea Path, 29654
 - f. Tires are charged a tipping fee of \$150/ton, AD forms are required
 - g. We expect to collect 120 tons of tires from automotive dismantlers in FY26
 - h. All tires collected are hauled by LTS Ridge Recyclers to their facility located at 490 Highway 121, Johnston, SC 29832 for processing and recycling

6. Greenville County has the following policy for tires from used tire dealers:
 - a. Twin Chimneys Landfill, 11075 Augusta Rd. Honea Path, 29654
 - b. Tires are charged a tipping fee of \$150/ton
 - c. We expect to collect 2463 tons of tires from used tire dealers in FY26
 - d. All tires collected are hauled by LTS Ridge Recyclers to their facility located at 490 Highway 121, Johnston, SC 29832 for processing and recycling

7. Greenville County has the following policy for tires from other entities:
 - a. Twin Chimneys Landfill, 11075 Augusta Rd. Honea Path, 29654
 - b. Tires are charged a tipping fee of \$150/ton
 - c. We expect to collect 50 tons of tires from other entities
 - d. All tires collected are hauled by LTS Ridge Recyclers to their facility located at 490 Highway 121, Johnston, SC 29832 for processing and recycling

8. Greenville County charges for undocumented tires

9. Greenville County's policy on tires is shown on the attached internal division policy

10. Greenville County accepts tires from residents at no charge to prevent illegal dumping/stockpiling. The county's Environmental Enforcement and Litter Prevention divisions identifies, cleans up, and prosecutes illegal dumping of tires

11. Greenville County is under contract with LTS Ridge Recycling to provide hauling, processing and recycling of all the waste tires collected by the Solid Waste Division (see attached contract)

12. N/A

13. Total amount requested is \$56,190.00 (see attached worksheet)



Solid Waste Division

Office: (864) 243-9672

Fax: (864) 243-5276

www.greenvillecounty.org

14. None



Solid Waste Division

(864) 243-9672

www.greenvillecounty.org

MEMORANDUM

To: Waste Tire Customers

From: Twin Chimneys Landfill Management Staff

Subject: Requirements for Tire Acceptance

Effective: January 1, 2026

As a reminder, the following requirements must be adhered to in order to bring your waste tires to the Twin Chimneys Landfill. Tires not complying with these requirements will be denied access to the collection facility. If you have any questions, please call the office at (864) 243-9672.

1. Any business that sells new tires must use an approved Waste Tire Recycling and Processing Facility for waste tire management. Twin Chimneys Landfill is not an approved Waste Tire Recycling and Processing Facility. Waste tires delivered by these businesses to Twin Chimneys will be accepted only as a collection service, charged \$150 per ton, and may not be reported to SCDES as delivered to a recycling facility.
2. Generators or haulers who sell tires must provide proof of purchase on tires generated within Greenville County. The proof of purchase must include the number of tires sold and customer's signature. The cost of disposal will be \$150.00 per ton.
3. All waste tires delivered to Twin Chimneys Landfill must originate in Greenville County. A South Carolina Waste Tire Manifest must accompany each load to verify the origin of the tires. A separate manifest is required for each location where the tires originated. The required form is available on the South Carolina Department of Environmental Services (SCDES) website.
3. All waste tire haulers must provide a valid Greenville County Waste Tire Permit. You can apply at the County Sheriff's Office Central Annex located at 1200 Pendleton Street, Greenville SC 29611 (864-467-2639). You will need a valid Business Registration Letter. The annual Waste Tire Hauler Decal fee is \$100.

4. The tires must be dry and free of dirt. Tires, which have a significant amount of water or dirt, will be refused. Tires should be stored in a covered area to prevent the accumulation of water and subsequent breeding of mosquitoes.
5. All waste tire generators must register with Twin Chimneys Landfill before bringing waste tires for acceptance. Registration forms may be obtained by calling or visiting the landfill. Waste tires from businesses that are not registered will not be accepted.
- 6.. All waste tire haulers must be registered with the South Carolina Department of Environmental Services (SCDES). This requirement applies to anyone transporting waste tires. A copy of the hauler's SCDES registration must be on file with Twin Chimneys Landfill before tires will be accepted. Any hauler transporting waste tires without a current registration on file will be denied access to the collection facility, whether or not the generator is registered.
7. Waste tires from businesses must be removed from the rim before delivery unless prior approval is obtained from Twin Chimneys management staff.
8. Waste tires may be delivered to Twin Chimneys Landfill only Monday through Friday, between 8:30 a.m. and 4:00 p.m.
9. If you have recently purchased property that has abandoned tires, please call the office at (864) 243-9672 to receive instructions.

Approved Waste Tire Recycling & Processing Facility List

Central Carolina Tire Disposal, Cameron, NC, (919) 499-2301

Emanuel Tire Company, Baltimore, MD, (410) 947-9660

Greenman Technologies of Georgia, Inc., Jackson, GA, (700) 775-6107

Kiln Direct, Inc., Sumter, SC, (803) 481-5044

Systech Environmental Corporation, Harleyville, SC, (843) 462-7141

Cemex, Clinchfield, GA, (478) 987-2121

Rubber Recovery, Inc., Moncks Corner, SC, (843) 761-7955

Ridge Recyclers, Inc., Johnston, SC, (803) 275-5111

U.S. Tire Disposal, Inc., Concord, NC, (800) 328-8473

Liberty Tire Recycling, Inc., Atlanta, GA, (404) 355-0547

**TIRE FEE WORKSHEET
(COUNTY GOVERNMENTS ONLY)**

Applicant: Greenville County Solid Waste Division Tons passenger tires managed annually: 2,842 Recyclers) Tons commercial truck/bus tires managed annually: Current balance of state Treasurer's Office quarterly tire disbursement fund:	Tire Hauler: LTS Liberty (Ridge Recyclers) Tire Recycler: LTS Liberty (Ridge
--	---

		FY2 Actual	FY2 Anticipated	FY2 Anticipated
Current Generation:	A.) Total tons managed	2,842	2,816	3,316
	B.) Contracted rate/ton for removal/recycling	\$ 207.55	\$ 218.55	\$ 218.55
	C.) Total Cost (A x B)	\$ 589,848	\$ 615,425	\$ 724,712
Stockpile Clean-ups:	D.) Total tons managed			
	E.) Contracted rate/ton for removal/recycling	\$	\$	\$
	F.) Total Cost (D x E)	\$	\$	\$
Automobile Dismantler:	G.) Total tons managed			
	H.) Contracted rate/ton for removal/recycling	\$	\$	\$
	I.) Total Cost (G x H)	\$	\$	\$
Revenues:	J.) Treasurer's Office Disbursement	\$ 237,865	\$ 341,515	\$ 341,515
	K.) Tipping Fees for Waste Tires	\$ 362,928	\$ 327,007	\$ 327,007
	L.) Revenue from other sources	\$	\$	\$
	M.) Total Revenues (J + K + L)	600,793	\$ 668,522	\$ 668,522

Calculate your anticipated shortfall amount using the numbers from FY Anticipated column above:			
Total anticipated cost for FY25 (C + F + I):			\$ 724,712
Less: Total anticipated Revenues for FY27 (M):			\$ 668,522
Anticipated Shortfall:			
Contractor costs requested cannot exceed this amount.			\$ 56,190



STATE OF SOUTH CAROLINA)
GREENVILLE COUNTY)

SERVICES AGREEMENT

**WASTE TIRE TRANSPORT AND
RECYCLING SERVICES**

RFP #23112

Greenville County
WASTE TIRE TRANSPORT AND RECYCLING SERVICES

I. Services Agreement

II. Terms & Conditions

III. Signature Page

1. SERVICES AGREEMENT

This AGREEMENT is made and entered into on this 1st day of July, 2023, by and between the **COUNTY OF GREENVILLE**, a political subdivision of the State of South Carolina, having its principal place of business at 301 University Ridge, Greenville, S.C. 29601 ("County"), and **LTR INTERMEDIATE HOLDINGS INC DBA LIBERTY TIRE RECYCLING LLC**, located at 490 Highway 121, Johnston, South Carolina 29832 ("Contractor").

In consideration of the covenants hereinafter set forth, the parties mutually agree as follows:

2. TERMS & CONDITIONS

2.1. CONTRACT PERIOD.

This Agreement shall begin on the effective date of the Notice to Proceed, and shall remain in effect until June 30, 2024, unless extended by the County for additional one (1) year term not to exceed a maximum of four (4) annual renewals, or otherwise terminated as hereinafter provided. The County may elect to extend the contract by providing notice to the Contractor at least thirty (30) days prior to the termination date.

2.2. SCOPE OF SERVICES.

County has employed Contractor to provide waste tire transport and recycling services.

These services to be provided by Contractor are set forth more fully in County Request for Proposals ("RFP") RFP #23112 and in Contractor's Response, received May 12, 2023, to County RFP #23112, attached hereto and incorporated herein by reference and email received May 31, 2023 from Rick Payne removing the Twenty Five and no/100 (\$25.00) dollar environmental charge confirming the removal during contract negotiations.

2.3. PRICE.

County agrees to pay Contractor a total sum not to exceed the pricing listed in Attachment "A", attached hereto and incorporated herein by reference.

2.4. STANDARD OF CARE.

Services performed by Contractor will be conducted in a manner consistent with that level of care and skill exercised by members of the profession with Contractor's experience and qualifications currently providing similar services.

2.5. DOCUMENTS.

In connection with the performance of the services, Contractor may deliver to County one or more reports or other written documents reflecting services provided. All such reports or other written documents shall become the property of County upon delivery; however, all original data gathered by Contractor and work papers produced by Contractor in the performance of services are, and shall remain the sole and exclusive property of Contractor.

2.6. PAYMENT TERMS.

Contractor will submit invoices to County, which shall include a detailed listing of charges upon completion of services. Within ten (10) days of receipt of an invoice County shall notify Contractor of any dispute with the invoice and Contractor, upon such notice, shall provide to County back-up data supporting the invoice. County and Contractor will, thereafter, promptly resolve any disputed items. Payment on undisputed invoice amounts is due upon receipt of the invoice by County and is past due thirty (30) days from the date the invoice is received. If payment remains past due sixty (60) days from the date the invoice is received by the County, then Contractor shall have the right to either suspend all services provided pursuant to this Agreement, without prejudice, or terminate this Agreement in

accordance with the provisions of Section 2.19. NO INTEREST OR OTHER LATE PENALTIES SHALL ACCRUE ON LATE PAYMENTS.

2.7. NON-APPROPRIATION.

It is understood and agreed by the parties that in the event funds are not appropriated in the current fiscal year or any subsequent fiscal years, this contract will become null and void and the County will only be required to pay for services completed to the satisfaction of the County.

2.8. WARRANTY.

Contractor warrants to County that all services and labor furnished to progress the work under this contract will be performed in accordance with the standard of care and diligence normally practiced by recognized firms of this type in performing services of a similar nature, free from defects which would not normally be found in work of this nature, and that the work will be of good quality, and in strict conformance with this contract. All work not conforming to these requirements may be considered defective.

2.9. INSURANCE.

The Contractor is responsible for and must have all required insurance listed below and shall not commence work under the associated contract until it has obtained all insurance required, and the County has approved such insurance in writing, nor shall the Contractor allow any subcontractor to commence work on its subcontract until all similar insurance required of the subcontractor has been obtained. All insurance policies shall be maintained for the life of the contract.

- A. **THE COUNTY SHALL BE NAMED AS "ADDITIONAL INSURED" FOR ITS INTEREST** on all policies of insurance, except Worker's Compensation, Automobile Liability and Professional Errors and Omissions, regarding ongoing operations, products and completed operations, and this shall be noted on the face of the Certificate of Insurance. As a part of the certificate of insurance requirement the contractor shall also include acknowledgement and acceptance of the waiver of subrogation provision granted to the County of Greenville. This acknowledgement and acceptance should be included in the same section of the Certificate of Insurance that evidences the "Additional Insured" provision.
- B. Certificates for all such policies of insurance shall be provided by the contractor's insurance agent or broker to the County within 10 working days from the date of Notice of Award.
- C. All Certificates of Insurance submitted shall provide on the face of the certificate reference to County's RFP #23112.
- D. Contractor will provide County a minimum of 30 days advance notice in the event the insurance policies (or an insurance policy) are canceled.
- E. Subcontractors approved to perform work on this project are subject to all of the requirements in this Section.

- F. Contractor agrees to maintain and keep in force during the life of this Agreement, with a company or companies authorized to do business in South Carolina, the following insurance policies:
1. Comprehensive General Liability:
 - a. \$1,000,000 per occurrence - combined single limit / \$2,000,000 general aggregate, to include products and completed operations.
 2. Automobile Liability:
 - a. \$1,000,000 per occurrence - combined single limit (Coverage shall include bodily injury and property damage and cover all vehicles including owned, non-owned and hired)
 3. Statutory Worker's Compensation:
 - a. Coverage A - State of SC
 - b. Coverage B - Employers liability
 - i. \$1,000,000 Each Accident
 - ii. \$1,000,000 Disease, Per Employee
 - iii. \$1,000,000 Disease, Policy Limit
 - c. Policies shall contain a waiver of subrogation in favor of and/or that applies to the County of Greenville, its departments, agencies, boards, employees, and commissions for losses from work performed by or on behalf of the contractor.

No deviation from these coverages will be accepted unless, in the County's sole discretion, it is more advantageous to the County, i.e., \$1,000,000 - a \$2,000,000 or \$5,000,000 limit would be acceptable.

Vendors will provide County a minimum of 30 days advance notice in the event the insurance policy (or an insurance policy) is canceled. Subcontractors approved to perform work on this project are subject to all of the requirements in this Section.

2.10. INDEMNIFICATION.

Contractor agrees to defend, indemnify and save harmless the County and all County officers, agents and employees from and against any loss, damage, claim or action, including all expenses incidental to such claim and action, to the extent arising from any negligent acts or omissions by Contractor, its agents, staff, consultants and contractors employed by it, in the performance of the services under this Agreement. Contractor shall not be responsible for any loss, damage, or liability to the extent arising from acts of the County, its agents, staff, and other consultants employed by it.

2.11. RIGHT OF ENTRY.

The County will provide for the right of entry for Contractor, its subcontractors, and all necessary equipment in order to complete the work under this Agreement. Contractor agrees to be responsible for any damage to property that is caused by Contractor, its subcontractors and/or equipment and further

agrees to take all necessary corrective action for any damage to property that is caused by Contractor, its subcontractors and/or equipment.

2.12. SAFETY, HEALTH, AND SECURITY.

Contractor shall be solely responsible for its activities, that of its employees on the site and activities of its consultants, contractors and/or subcontractors for maintaining a safe job site. Contractor's activities and activities of its consultants, contractors and/or subcontractors shall comply with all local, state, and federal safety regulations and their enforcement agencies. Contractor shall at all times conduct its operations under this Contract in a manner to avoid risk of endangerment to the health and safety of persons and property. The Contractor shall have sole responsibility for implementing its safety and health programs, taking all safety and health precautions necessary and continuously inspecting all equipment, materials and work to prevent, discover, determine and correct any conditions which might result in personal injury, equipment damage or damage to property or the public. Contractor's safety, health and security programs shall be in compliance with all regulatory requirements and shall furnish accident, incident, injury, and other records and reports required by the Occupational Safety and Health Administration, State and Local laws, or by the County.

2.13. COMPLIANCE WITH CODES AND STANDARDS.

Contractor's professional services shall incorporate those federal, state and local laws, regulations, codes and standards that are applicable at the time Contractor rendered its services. Contractor shall not be responsible for any claim or liability for injury or loss allegedly arising from Contractor's failure to abide by federal, state or local laws, regulations, codes and standards that were not in effect or publicly announced at the time Contractor rendered its services.

2.14. ILLEGAL IMMIGRATION REFORM ACT COMPLIANCE.

By submitting an offer, Contractor certifies that it will comply with the applicable requirements of Title 8, Chapter 14 of the South Carolina Code of Laws (originally enacted as Section 3 of The South Carolina Illegal Immigration Reform Act, 2008 S.C. Act No. 280) and agrees to provide upon request any documentation required to establish either: (a) the applicability of Title 8, Chapter 14 to Contractor and any subcontractors or sub-subcontractors; or (b) the compliance with Title 8, Chapter 14 by Contractor and any subcontractor or sub-subcontractor. Pursuant to Section 8-14-60, "A person who knowingly makes or files any false, fictitious, or fraudulent document, statement, or report pursuant to this chapter is guilty of a felony, and upon conviction, must be fined within the discretion of the court or imprisoned for not more than five years, or both." Contractor agrees to include in any contracts with its subcontractors language requiring the subcontractors to (a) comply with the applicable requirements of Title 8, Chapter 14, and (b) include in any contracts with the sub-subcontractors language requiring the sub-subcontractor to comply with the applicable requirements of Title 8, Chapter 14. In the event any contractor, subcontractor and/or sub-subcontractor is found not to be in compliance with the SC Immigration Reform Act [hereinafter "The Act"], the contractor agrees to fully indemnify the County for any loss suffered by the County as a result of such contractor, subcontractor or sub-subcontractor's failure to comply with the Act.

2.15. PUBLIC RESPONSIBILITY.

The County has a duty to conform to applicable codes, standards, regulations and ordinances with regard to public health and safety. Contractor will at all times alert the County to any matter of which Contractor becomes aware and believes requires the County to issue a notice or report to certain public officials, or to otherwise conform with applicable codes, standards, regulations or ordinances. If the County decides to disregard Contractor's recommendations in these respects, Contractor shall employ its best judgment in deciding whether or not it should notify public officials.

2.16. CLIENT LITIGATION.

Contractor agrees to produce documents, witnesses and/or general assistance to any litigation, arbitration or mediation involving the County, if the County requests such documents, witnesses and/or general assistance. The County shall reimburse Contractor for all direct expenses incurred and time according to Contractor's rate schedule as of the date of the execution of this Agreement.

2.17. CONFIDENTIALITY.

Contractor will maintain as confidential any documents or information provided by the County and will not release, distribute or publish same to any third party without prior permission from the County, unless compelled by law or order of a court or regulatory body of competent jurisdiction. Such release will occur only after prior notice to the County.

2.18. NOTICES.

All notices made pursuant to this Agreement shall be in writing and delivered personally or sent by registered or certified mail, return receipt requested, to the parties at their respective addresses set forth below:

COUNTY

Bob Brewer, NIGP-CPP, CPPO, CPPB, Director
Procurement Services Division
County of Greenville
Procurement Services Division
301 University Ridge, Suite 100
Greenville, SC 29601

CONTRACTOR

Rick Payne
Accounts / Sales Manager
LTR Intermediate Holdings Inc d/b/a Liberty Tire Recycling LLC
490 Highway 121
Johnston, South Carolina 29832

Any party may change the person to whom notices are to be sent by giving ten (10) calendar days written notice of such change to the other party.

2.19. TERMINATION.

This contract is subject to termination for failure to comply with the specifications, terms and conditions by the County or the Contractor upon written notice by registered mail. Such termination will be effective not less than ten (10) days nor more than sixty (60) days after Contractor's receipt of such notice from the County, nor less than thirty (30) days nor more than sixty (60) days after receipt by the County from the Contractor. Receipt of notice by one party to terminate the contract will nullify any subsequent reciprocal notice by the receiving party prior to the announced termination date. In the event of termination, the County shall be responsible to pay the Contractor only for work satisfactorily completed upon the effective date of termination, and the County shall not be responsible for any other charges.

Should the County fail to make payment on any undisputed invoice amount within sixty (60) business days upon receipt of such invoice, Contractor may elect to either suspend the services provided or terminate this Agreement; provided, however, prior to termination, the County shall be given notice of the default and an opportunity to cure such default within seven (7) business days after receipt of the notice of default. Should this Agreement be terminated by Contractor, Contractor shall be entitled to be paid only for the services actually completed to the satisfaction of the County as of the date of termination.

The County may terminate this contract for convenience by providing thirty (30) calendar days advance written notice to the Contractor.

This Agreement may also be terminated pursuant to the pertinent portions of Section 2.6 or Section 2.7 herein.

This Agreement may also be terminated by the written mutual consent of both parties.

2.20. CONTRACT DOCUMENTS.

This Agreement, along with the provisions contained in County RFP #23112 and Contractor's Response to County RFP #23112 represents the entire agreement between the parties and supersedes any and all prior agreements, whether written or oral, that may exist between the parties regarding same. If there is a conflict between any of the terms of these contract documents the order of precedence of these contract documents shall be;

- A. Any amendment signed after the execution date of this agreement;
- B. This Agreement;
- C. Contractor's Response to County RFP #23112;
- D. County RFP #23112.

2.21. ASSIGNMENT.

This Agreement may not be assigned by either party without the prior written consent of the other party.

2.22. SEVERABILITY

Should any section, paragraph, clause, phrase, or provision of this Agreement be determined invalid or held unconstitutional by a court of competent jurisdiction, such declaration shall not affect the validity of this Agreement as a whole or any part or provision thereof, other than the part so decided to be invalid or unconstitutional.

2.23. APPLICABLE LAW AND VENUE.

The construction, interpretation and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina.

The County and Contractor further agree that this Agreement shall be deemed to be made and performed in Greenville County, South Carolina. For the purposes of venue, all suits or causes of action arising out of this Agreement shall be brought in the courts of Greenville County, South Carolina.

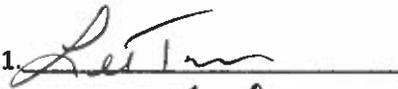
3. SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

LTR INTERMEDIATE HOLDINGS INC D/B/A LIBERTY TIRE RECYCLING LLC

By: 

Its: General Manager

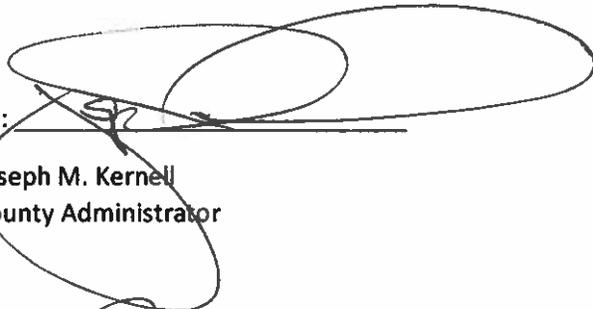
WITNESS 1. 

WITNESS 2. 

COUNTY OF GREENVILLE

By: 

Dan Tripp, Chairman
Greenville County Council

By: 

Joseph M. Kernell
County Administrator

ATTEST: 

Regina McCaskill
Clerk to Council

Waste Tire Transport and Recycling Services, RFP#23112
Attachment "A"

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Cost per ton mixed loads	1	ea	\$185.00	\$185.00
2	Cost per ton for 3/4 truck tire	1	ea	\$185.00	\$185.00
3	Cost per ton OTR tires	1	ea	\$500.00	\$500.00
4	Cost for rubber tracks in the load	1	ea	\$100.00	\$100.00
5	Cost for trash in the load	1	ea	\$250.00	\$250.00
6	Transportation per load/trip	1	ea	\$340.00	\$340.00