

**McEWEN ENGINEERING
AND MINING CONSULTANT, INC.**

P.O. BOX 27
BEAVER DAM, KENTUCKY 42320
(502) 274-3356

December 28, 1992

Jan 4 1993
WASTE MANAGEMENT

Mr. Mohammad Alauddin, Branch Manager
Hazardous Waste Branch
Dept. for Environmental Protection
Frankfort Office Park
14 Reilly Road
Frankfort, KY 40601

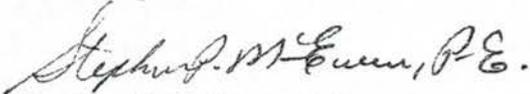
RE: Survey Plat of Closer SWMU:File #87--129
Dunaway Timber Company, Inc.

Dear Mr. Alauddin:

Enclosed is a copy of the Survey Plat of the above referenced closed waste unit which has been entered as record in the Ohio County Court Clerk's office. The description of the plat with the required restrictions has also been entered into the clerk's office record in a manner that any potential purchaser of the affected land tract will be aware of the restricted area. A copy of the recorded document is also enclosed with this letter.

If you have any comments concerning this information, please contact me at (502) 274-3356.

Sincerely,



Stephen P. McEwen, P.E.

SPM:shp
cc
enclosures

CERTIFICATION OF CLOSURE

The undersigned hereby certifies in accordance with 401 KAR 34:070 Section 6, that the hazardous waste management unit (EPA I.D.#KYD-006-369-557 - File #87-129) located on the S.M. Dunaway and Betty J. Dunaway property in Ohio County Kentucky and 0.5 mile north of the community of Fordsville has closure completed according to the specifications of the plan approved by the Kentucky Natural Resources and Environmental Protection Cabinet. Also, the closure construction took place and was completed on or before November 11, 1992.

x S. M. Dunaway

S.M. Dunaway, President
Dunaway Timber Company, Inc.

December 29, 1992

DATE

Subscribed to and Sworn before me by S. M. Dunaway

This 29th day of December 19 92.

Notary: Sarah H. Pappal

My Commission Expires: 10-05-95

Stephen P. McEwen, P.E.
Stephen P. McEwen, P.E., Ky. Reg. #9292

December 29, 1992

DATE

Subscribed to and Sworn before me by Stephen P. McEwen, P.E.

This 29th day of December 19 92.

Notary: Sarah H. Pappal

My Commission Expires: 10-05-95

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183

A F F I D A V I T

Come the undersigned, S.M. Dunaway and Betty J. Dunaway, his wife, Fordsville, Kentucky, and state as follows, to-wit:

Affiants are the owners of certain real estate located in Ohio County, Kentucky, near the Illinois Central Railroad line, said property being the same property conveyed affiants by Ellis F. Hartford and Alma B. Hartford, his wife, and others, by deed dated May 23, 1972, and of record in Deed Book 198 at Page 604 in the Office of the Clerk, Ohio County Court.

A spillage of diesel fuel and pentachlorophenol resulted upon a small part of the land. The boundaries of the land affected by the contaminants has been established by survey of Larry Lynch, LS No. 2044, as a tract containing 1.161 acres. Said 1.161 acre tract is shown on plat of Larry Lynch, dated December 14, 1992, which is recorded in the Office of the Clerk, Ohio County Court, as Slide Number 362, Plat Cabinet 1, and a copy of the plat is also on file with the Director of Waste Management, Commonwealth of Kentucky, Frankfort, Kentucky. Said plat and survey delineate the specific part of the property which has been used to manage hazardous waste and the portion of land the use of which is restricted in accordance with 401 KAR 34:070.

The part of the property is further described by survey as follows:

Lying on the Northern portion of Ohio County, Kentucky, approximately one mile Northwest of the community of Fordsville on the West side of Highway 1700 and being more particularly described by the following:

Commencing from a stone near the southwest property corner of tract no. 2 of the S.M. and Betty J. Dunaway property as described in deed book 198, page 604; thence proceeding North 33 degrees 42 minutes 50 seconds East 631.81 feet to a 1/2" diameter steel rod set at the true point of beginning; thence North 15 degrees 50 minutes 40 seconds West, 67.09 feet to a steel rod; thence North 18 degrees 32 minutes 57 seconds East, 162.11 feet to a steel rod; thence North 66 degrees 20 minutes 08 seconds East, 89.02 feet to a steel rod; thence North 57 degrees 02 minutes 18 seconds East, 95.80 feet to a steel rod; thence North 86 degrees 49 minutes 36 seconds East, 33.70 feet to a steel rod; thence South 63 degrees 28 minutes 05 seconds East, 38.95 feet to a steel rod; thence South 14 degrees 31 minutes 16 seconds West, 74.47 feet to a steel rod; thence South 30 degrees 10 minutes 19 seconds West, 87.98 feet to a steel rod; thence South 31 degrees 27 minutes 23 seconds West, 172.75 feet to a steel rod; thence North 87 degrees 25 minutes 31 seconds West, 110.74 feet to the point of beginning and containing 1.161 acres by survey of L.J. Lynch in November 1992 and shown on a plat of the same.

LODGED FOR REPORT
9:45

AM DEC 23 1992 PM

ROBERTA W. WATMAN
CLERK
Ohio County Court, Kentucky

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284

Being a part of the property conveyed S.M. Dunaway and Betty J^w Dunaway, his wife, by Ellis F. Hartford, and others, by deed dated May 23, 1972, recorded in Deed Book 198 at Page 604 in the Ohio County Court Clerk's Office.

Further, the affiants saith naught.

S. M. Dunaway
S.M. DUNAWAY

Betty J^w Dunaway
BETTY J^w DUNAWAY

STATE OF KENTUCKY
COUNTY OF OHIO

Subscribed and sworn to before me by S.M. Dunaway and Betty J^w Dunaway, his wife, on this the 23rd day of December, 1972.

[Signature]
NOTARY PUBLIC
My commission expires: 10/1/95

I certify this instrument was prepared by E. GLENN MILLER, Attorney at Law, P.O. Box 83, Hartford, KY 42347.

E. Glenn Miller
E. GLENN MILLER

I Attest that this is a true and exact copy of the original.
Notary: [Signature] My Commission Expires: 10-05-95.

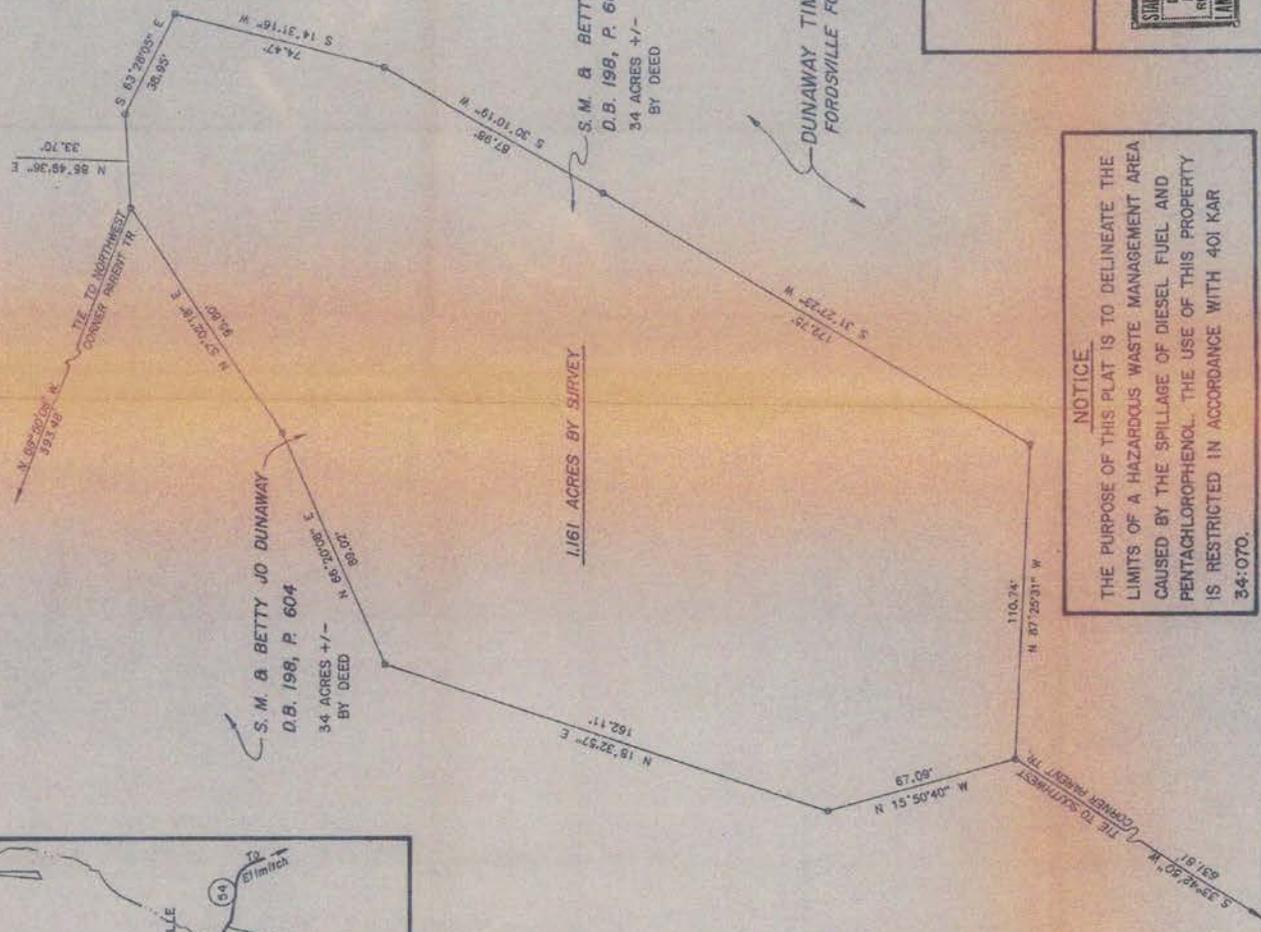
STATE OF KENTUCKY
COUNTY OF OHIO SCT

I, ROBERT C. MAGAN, Clerk of Ohio County, do certify that the foregoing [Signature] this day lodged in my office for record, and that I have recorded it, the foregoing, and this certificate in my said office.

Given under my hand this 23 day of Dec 1972
[Signature] Clerk
[Signature] Deputy Clerk

STATE OF KENTUCKY
COUNTY OF OHIO SCT.
I, ROBERT C. MAGAN, Clerk of Ohio County, do hereby certify that the above is a true and correct copy of same which is of record in Misc. Book 30 Page 283-284
Given under my hand this 23 day of Dec 1972
[Signature] Clerk
[Signature] Deputy Clerk

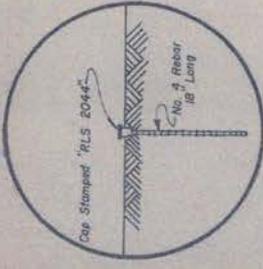
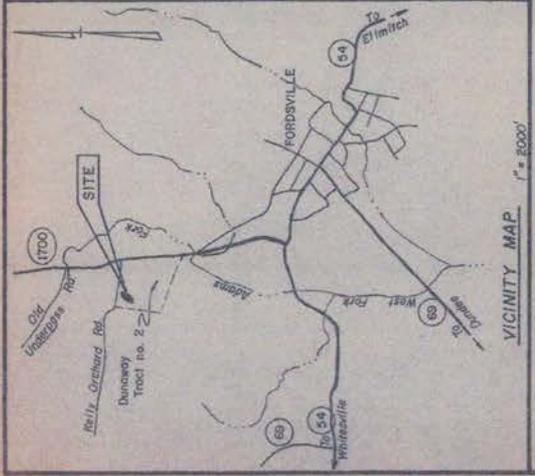
BEARINGS ARE BASED ON A MAGNETIC OBSERVATION TAKEN ALONG A REFERENCE BASELINE ON THE WEST SIDE OF THIS PARCEL.



SURVEY OF A PORTION OF PROPERTY OF
S. M. and BETTY JO DUNAWAY
 NEAR FORDSVILLE IN OHIO
 COUNTY, KENTUCKY

PREPARED BY:
ENGINEERING FIELD SERVICES
 1220 S. BROADWAY SUITE 501
 LEXINGTON, KENTUCKY 40504
 PH. (606) 231-3772

DATE: _____
 SCALE: 1" = 30'
 GRAPHIC SCALE: _____
 DRG. NO. **092-92-01**



MONUMENT DETAIL

OWNERS CERTIFICATION
 I DO HEREBY CERTIFY THAT I AM THE OWNER OF RECORD OF PROPERTY SHOWN HEREON, AS RECORDED IN PG. _____ P. _____ IN THE OHIO COUNTY CLERKS OFFICE AND HEREBY ADOPT THIS SURVEY.

Name _____ Date _____
 Name _____ Date _____

SURVEYORS CERTIFICATION
 I HEREBY CERTIFY THAT THIS PLAT SHOWS A SURVEY, MADE BY ME, OR UNDER MY DIRECTION, BY METHOD OF RANGING STAKEOUT. ALL CORNERS OF THIS PROPERTY HAVE BEEN MONUMENTED WITH 1 1/2" IRON PIPS WITH AN IDENTIFYING CAP. THIS SURVEY AND PLAT MEETS OR EXCEEDS THE MINIMUM STANDARDS OF GOVERNING AUTHORITIES.

L.J. Lynch
 Land Surveyor
 2044 12/14/92
 L.S. No. _____ Date _____

NOTICE
 THE PURPOSE OF THIS PLAT IS TO DELINEATE THE LIMITS OF A HAZARDOUS WASTE MANAGEMENT AREA CAUSED BY THE SPILLAGE OF DIESEL FUEL AND PENTACHLOROPHENOL. THE USE OF THIS PROPERTY IS RESTRICTED IN ACCORDANCE WITH 401 KAR 34-070.

DUNAWAY TIMBER COMPANY
 FORDSVILLE FOREST PRODUCTS

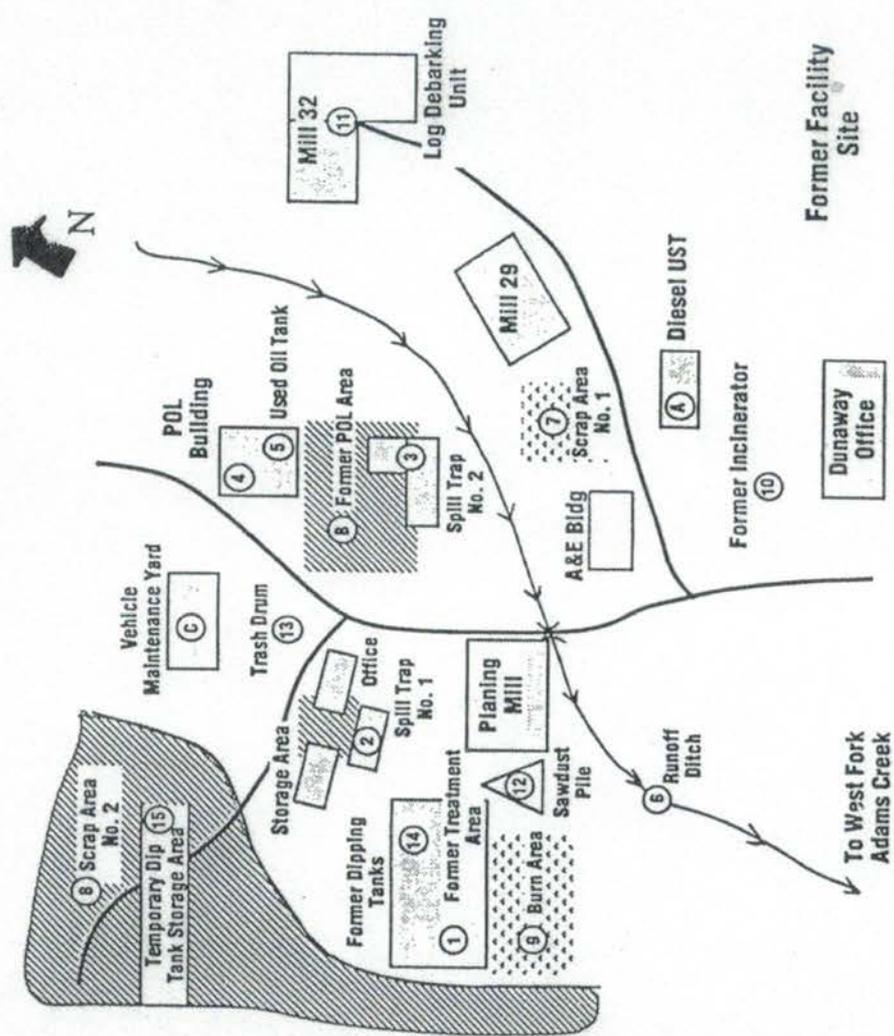
S. M. & BETTY JO DUNAWAY
 D.B. 198, P. 604
 34 ACRES +/-
 BY DEED

S. M. & BETTY JO DUNAWAY
 D.B. 198, P. 604
 34 ACRES +/-
 BY DEED

1.161 ACRES BY SURVEY

APPENDIX E: SWMU & AOC Site Sketch

Dunaway Timber Company SWMU Location Map (not to scale)



- | SWMU No. | SWMU Name |
|----------|-----------------------|
| 1. | Former Treatment Area |
| 2. | Spill Trap No. 1 |
| 3. | Spill Trap No. 2 |
| 4. | POL Building |
| 5. | Used Oil Tank |
| 6. | Runoff Ditch |
| 7. | Scrap Area No. 1 |
| 8. | Scrap Area No. 2 |
| 9. | Burn Area |
| 10. | Former Incinerator |

- | SWMU No. | SWMU Name |
|----------|---------------------------------|
| 11. | Log Debarking Unit |
| 12. | Old Sawdust Pile |
| 13. | Trash Drum |
| 14. | Former Dipping Tanks |
| 15. | Temporary Dip Tank Storage Area |
-
- | AOC Letter | AOC Name |
|------------|--------------------------|
| A. | Diesel UST |
| B. | Former POL Area |
| C. | Vehicle Maintenance Yard |

APPENDIX F: Site Photographs



DUNAWAY TIMBER LANDFILL

**Northeast View of
Landfill.**



**East View of
Landfill.**



ENVIRONMENTAL
SERVICES, LLC

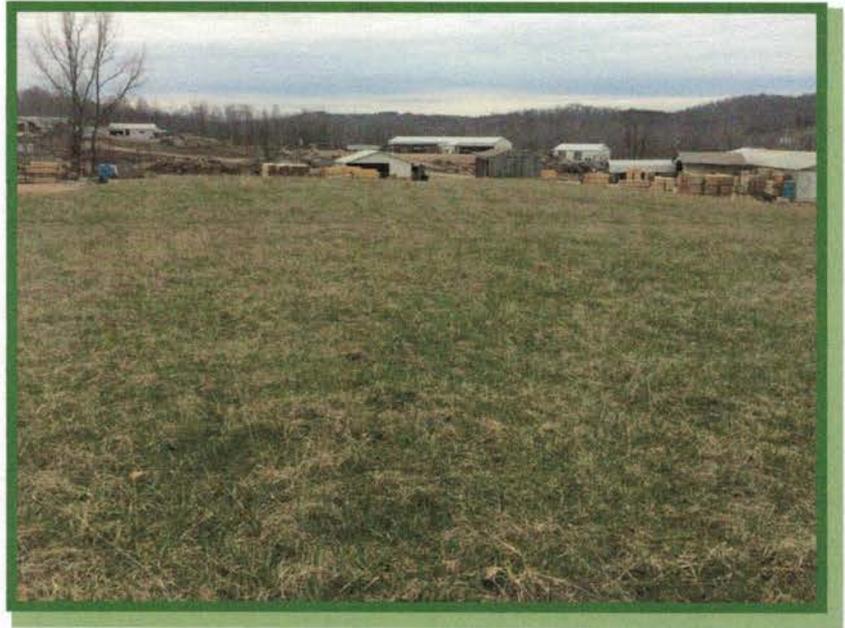
319 W. Broad St., Suite C
P. O. Box 761
Central City, KY 42345

Phone: 270-754-3737
Fax: 270-754-9623
Website: smrenv.com



DUNAWAY TIMBER LANDFILL

**North View of
Landfill.**



**Southwest View of
Landfill.**



ENVIRONMENTAL
SERVICES, LLC

319 W. Broad St., Suite C
P. O. Box 761
Central City, KY 42345

Phone: 270-754-3737
Fax: 270-754-9623
Website: smrenv.com

APPENDIX G: Closure Plan Approval Letter 9-2-1992

PHILLIP J. SHEPHERD
SECRETARY



#87-129
BRERETON C. JONES
GOVERNOR

COMMONWEALTH OF KENTUCKY
NATURAL RESOURCES AND ENVIRONMENTAL PROTECTION CABINET
DEPARTMENT FOR ENVIRONMENTAL PROTECTION
FRANKFORT OFFICE PARK
14 REILLY ROAD
FRANKFORT, KENTUCKY 40601

September 2, 1992

Mr. S. M. Dunaway
Dunaway Timber Company, Inc.
P. O. Box 157
Fordsville, Kentucky 42343

RE: Closure Plan Modification
Dunaway Timber Company
Fordsville, Ohio County, Kentucky
EPA ID# KYD-006-369-557
Pending File #87-129

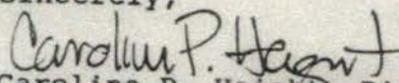
Dear Mr. Dunaway:

The Division of Waste Management did not receive any comments in response to the public notice regarding the above referenced modification to the closure plan. The public comment period ended August 15, 1992. The Division hereby approves the modification, submitted on April 28, 1992.

Dunaway Timber Company must now proceed with the closure activities and complete closure within ninety (90) days from the receipt of this letter.

In the event further modification to the closure plan is deemed to be necessary, 401 KAR 34:070, Section 3(3) must be followed.

If you have any questions regarding this matter, please contact Henry Rezvanian at 502/564-6716. extension 207.

Sincerely,

Caroline P. Haight, Director
Division of Waste Management

CPH/hr/lm

cc: Alan Farmer, U.S. EPA Region IV
Bowling Green Regional Office
Leah MacSwords, Enforcement Branch
Abbie Meyer
Henry Rezvanian
Brian Baker

Pending File #87-129

Dennis J. Conniff, 163 West Short Street, Suite 300,
Lexington, Kentucky 40507-1361



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APPENDIX H: Closure Certification Report Letter 4-16-1993

PHILLIP J. SHEPHERD
SECRETARY



BRERETON C. JONES
GOVERNOR

COMMONWEALTH OF KENTUCKY
NATURAL RESOURCES AND ENVIRONMENTAL PROTECTION CABINET
DEPARTMENT FOR ENVIRONMENTAL PROTECTION
FRANKFORT OFFICE PARK
14 REILLY ROAD
FRANKFORT, KENTUCKY 40601

April 16, 1993

Mr. S.M. Dunaway
Dunaway Timber Company, Inc.
P.O. Box 157
Fordsville, Kentucky 42343

RE: Closure Certification Report and Financial Assurance
Requirements for a Landfill
Dunaway Timber Company, Inc.,
Fordsville, Ohio County, Kentucky
EPA ID #KYD-006-369-557
Pending File #87-129

Dear Mr. Dunaway:

The Division of Waste Management has received the closure certification report for the landfill at the facility referenced above, submitted on January 4, 1993, and has finalized the review of this document. The report has been found acceptable and satisfies the 401 KAR 35:070, Section 6 submittal requirements.

Your company is in continuing violation for failure to provide post closure assurance and sudden and nonsudden liability coverage for this facility, thus, a Notice of Violation is attached. Liability coverage is required to be demonstrated retroactive to January 5, 1987 (the date the facility began operating). The post closure cost estimate adjusted for inflation to 1993 dollars is \$220,982. Your company is again instructed to provide adequate post closure assurance and liability coverage as required by KRS 224.46-520. Thus, the matter has been referred for appropriate enforcement action.

However, because your company has completed all closure activities in accordance with the approved closure plan, the Escrow Agreement for closure assurance has been returned to the bank and you are released from the requirement to maintain closure assurance for this facility in accordance with 401 KAR 35:090, Section 11.



If you have any questions and/or comments regarding the closure certification, please contact Henry Rezvanian or Mike Guffey at (502) 564-6716. If you have any questions concerning the financial assurance requirements for this facility, please contact Abbie Meyer at the same telephone number.

Sincerely,



Caroline P. Haight, Director
Division of Waste Management

CPH/ssb

Attachment: Notice of Violation

cc: Alan Farmer, U.S. EPA Region IV
Bowling Green Regional Office
Brian Baker, Division of Waste Management
Abbie Meyer, Division of Waste Management
Mike Guffey, Division of Waste Management
Henry Rezvanian, Division of Waste Management
Leah MacSwords, Division of Waste Management
Dennis J. Conniff
163 West Short Street
Suite 300
Lexington, Kentucky 40507-1361
Pending File #87-129

COMMONWEALTH OF KENTUCKY
NATURAL RESOURCES AND ENVIRONMENTAL PROTECTION CABINET
DEPARTMENT FOR ENVIRONMENTAL PROTECTION
DIVISION OF WASTE MANAGEMENT
FRANKFORT, KENTUCKY 40601

NOTICE OF VIOLATION

TO: Mr. S.M. Dunaway
Dunaway Timber Company, Inc.
P.O. Box 157

DATE OF VIOLATION: October 30, 1991
COUNTY: Ohio
ID. # (if applicable) KYD-006-369-557

This is to advise you that, because of the circumstances noted below, you are in violation of the provisions of KRS 224, Regulation(s) 401 KAR 35:100 and 35:120.

The extent of the violation(s) observed is as follows:

Failure to demonstrate financial assurance for post closure care; Failure to demonstrate sudden and nonsudden liability coverage retroactive to January 5, 1987.

Required action for remedial measures include, but are not limited to:

Provide post closure assurance of \$220,982; Provide \$2 million annual aggregate of sudden accidental liability coverage and \$6 million annual aggregate of nonsudden liability coverage retroactive to January 5, 1987. Other remedies as specified by the Enforcement Branch.

Violations of the above cited Kentucky Revised Statutes are subject to the maximum penalties of \$25,000 per day for each hazardous waste violation and \$1,000 per day for each solid waste violation.

To respond to this Notice of Violation, write to:

Department for Environmental Protection
Division of Waste Management
14 Reilly Road
Frankfort, Kentucky 40601

Attention: Abbie Meyer, or call (502) 564-6716

Signatures: Abbie Meyer
Title: Supervisor, Administrative Support

Date: 4/16/93

Michael D. Welch
Title: Manager, Hazardous Waste Branch

Date: 4/16/93

How Delivered: CERTIFIED MAIL

P 382 502 743

APPENDIX I: Confirmatory Sampling & Corrective Action Report Approval Letter

Appendix I

Confirmatory Sampling & Corrective Action Report Approval Letter

NOTE: After extensive research within Dunaway Timber Files and SMR Files the Confirmatory Sampling & Corrective Action Report Approval Letter was not located. SMR requested assistance from the Hazardous Waste Branch – Catherine Garrison to locate this letter within their database files and it was also not located, therefore it is not enclosed at this time. However SMR remembers this letter being issued and is noted by closure of said SWMU's & AOC's as indicated within the permit. If requested we can continue a search at a later date.

APPENDIX J: Interim Measures Report Approval Letter 9-19-2011

**ENERGY AND ENVIRONMENT CABINET**

Steven L. Beshear
Governor

Department for Environmental Protection
Division of Waste Management
200 Fair Oaks Lane
Frankfort, Kentucky 40601-1190
www.kentucky.gov

Leonard K. Peters
Secretary

September 19, 2011

Mr. Henry Christ
Dunaway Timber Co., Inc.
P.O. Box 157
Fordsville, Kentucky 42343

RE: Interim Measures Report
Fordsville, Ohio County, Kentucky 42343
EPA ID#: KYD-006-369-557
AI#: 44386

Dear Mr. Christ:

The Kentucky Division of Waste Management (KDWM) has reviewed the Interim Measures report (IM report) submitted by Dunaway Timber Co., Inc. (Dunaway), which was received on April 25, 2011. See below for comments.

- 1.) KDWM approves the Interim Measures Report in regards to the results for the absence of pentachlorophenol in the groundwater analysis. However, KDWM can not give a complete "no further action" (NFA) determination. One confirmatory sampling event does not give KDWM enough evidence with which to confidently approve an NFA. Also, the confirmatory analysis shows that three monitoring wells (SD-2, DB-1, and SD-4) have detects of Lead with one monitoring well above the Maximum Contaminant Levels (MCLs) from the U.S. E.P.A.'s National Primary Drinking Water Standards. The level of Lead in SD-4 is 0.022 mg/L, which is above the MCL level of 0.015mg/L. Since this is a first time occurrence and the fact that there has been only one confirmatory sampling event, eight (8) additional quarters of sampling for all parameters will be required to ensure that there are no further detects of Lead and establish confirmation of the absence of pentachlorophenol. After the allotted time, Dunaway may resubmit their request for an NFA determination.
- 2.) KDWM agrees with Dunaway Timber's suggestion to implementing an environmental covenant for the landfill. A draft environmental covenant can be

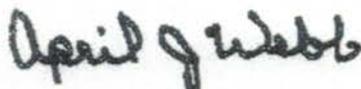
Mr. Henry Christ
Page 2 of 2
September 14, 2011

submitted to the attention of Virginia Gorley in the KDWM Office of Legal Services. KDWM has attached a copy of a model environmental covenant.

- 3.) It was indicated in our last conversation that Dunaway Timber now has a new owner. In order to transfer the permit to the new owner, Dunaway Timber will need to refer to State regulations 401 KAR 38:040 Sections 1, 2, and 401 KAR 38:050 Section 2 and Federal regulation 40 CFR 270.30

If you have further questions regarding this letter, please don't hesitate to contact Catherine S. Garrison at (502) 564-6716 ext 4706 or catherine.garrison@ky.gov.

Sincerely,



April J. Webb, P.E., Manager
Hazardous Waste Branch

AJW/csg

Attachments

cc: Karen Knight, EPA Region 4; knight.karen@epa.gov
Jason Anderson, P.G., SMR Environmental Services; jason@smrenv.com

APPENDIX K: Groundwater Sampling Field Report

DUNAWAY TIMBER**Groundwater Sampling Field Report**

Sampler(s) _____

Landfill Operator _____

Henry Christ

Sampling Date _____

Haz-Waste Landfill Permit # _____

KYD 006-369-557

Weather Conditions _____

Well #	SB-1	DB-1	SD-1	SD-2	SD-3	DD-1	DD-2	DD-3	SD-4
AKGWA #	8000-1807	8000-1812	8000-1811	8000-1809	8000-1810	8000-1805	8000-1806	8000-1808	8005-5674
Casing Diameter	2"	2"	2"	2"	2"	2"	2"	2"	2"
Total Depth	16.30	27.50	16.35	11.80	9.98	40.35	38.21	36.25	8.70
Top of Casing (Elevation FMSL)	509.94	503.80	501.90	500.12	495.73	510.85	509.65	508.27	491.11
ISL Measurement (Feet below top of casing)									
Static Water Elevation (FMSL)									
Purge Volume (3X)									
Time Sampled									
Duplicate ?									
Trip Blank									
pH									
Temperature									
Conductivity									
TDS									

Additional Comments:

APPENDIX L: Inspection Checklist

Dunaway Timber Company, Inc.

QUARTERLY INSPECTION CHECKLIST

Date: _____ Time: _____ Inspector: _____	<u>Status</u> = Satisfactory X = Unsatisfactory N/A = Not Applicable
--	---

LOCATION	STATUS	COMMENTS
<u>Groundwater Monitoring Wells</u>		
Well Caps and Locks in working order.		
Well Protective Barriers (Bollards) in adequate condition.		
Access to Monitoring Wells adequate.		
Groundwater Monitoring Conducted on Schedule.		
Monitoring Well Signs intact and visible.		
<u>Warning Signs</u>		
Original Warning Sign Intact.		
Signs visible from 25 feet (no obstructions)		
<u>Landfill</u>		
Vegetative Cover intact.		
Vegetation Maintenance being performed (mowing, reseeding)		
Diversion ditches working properly. (No debris or silt)		
Unauthorized Traffic being controlled.		
Survey Marker or Boundary Markers intact.		
<u>Training</u>		
New Employees trained within six months.		
Training records accurate and on file.		

APPENDIX M: Employee Training Record

APPENDIX N: Post Closure Plan

DUNAWAY TIMBER COMPANY, INC.

Planner Mill Operation
Fordsville, Kentucky
RE: KYD-006-369-557

POST-CLOSURE PLAN - PART "B"

Introduction

Dunaway Timber Company, Inc. or successor owner will initiate a Post-Closure Plan upon completion of the closure activities of the above referenced waste facility. This plan will be implemented and continued for a period of thirty (30) years after the date of closure completion.

The primary purpose of the closure or remediation activities is to prevent or fetter migration of contamination in the surface soil and groundwater transmitting zones. The restraint of migration may allow the contaminants to somewhat bio-degrade naturally within a controlled area with time. The construction of a low permeability cap, over the areas where infiltration would influence migration of the contaminants, is to be employed to meet the objectives. A groundwater monitoring program is also to be designed and implemented in order to determine if the migration has been controlled. Eight (8) groundwater monitoring wells will be constructed and monitored for a period of thirty (30) years.

The Post-Closure Plan shall be implemented to achieve the following:

- a.) Maintain the integrity and effectiveness of the final cover including making repairs to the cap as necessary to correct the effects of erosion or other events.
- b.) Maintain and inspect the groundwater monitoring system and comply with all other requirements of monitoring program.
- c.) Inspect and maintain constructed diversion ditches to prevent effects of run-off and run-on from eroding or damaging the final cover.
- d.) Protect and maintain survey benchmarks, control points, and signs or facility markers until final closure.

The initial contact during the post-closure period will be Mr. Rick Howard of Dunaway Timber Company, P.O. BOX 157, Fordsville, Kentucky 42343, Phone Number: 502-276-3367.

GROUNDWATER MONITORING:

The owner will contact a qualified laboratory to conduct groundwater sampling and analysis of the eight (8) monitoring wells installed during closure activities. The laboratory will also perform the statistical evaluation of results of analysis in order to determine if any significant changes occur of the parameters analyzed. (See Upper and Lower Groundwater Transmitting Zones Information Maps previously submitted in the approved Closure Plan).

The laboratory will supply signed copies of all groundwater analysis reports to Dunaway Timber Company, Inc. or owner and to the Cabinet of Natural Resources and Environmental Protection, Division of Waste Management within thirty (30) days of the end of each sampling period. The laboratory will also keep Dunaway Timber Company, Inc. informed of any needed maintenance of the groundwater monitoring system facilities. Dunaway Timber Company will receive a copy of all analysis reports, maintenance inspection reports and make this information part of the "Post-Closure Care" files.

Dunaway Timber Company, Inc. will be responsible for implementation and maintaining the groundwater monitoring program and related facilities. Dunaway Timber will appoint a person to be responsible for overseeing the monitoring program to insure conformance with the approved Post-Closure Plan. The appointed person(s) will make routine inspections of the monitoring facilities. Inspections should occur no later than one (1) month prior or no earlier than one (1) month after a sampling event. Inspection should also be made after every known activity in the vicinity of the monitoring system which involves motorized equipment or vehicles.

In the event of any damage or deterioration of the monitoring facilities area detected, Dunaway Timber will contact the testing laboratory for consulting services. Qualified personnel of the laboratory will then visit the facilities to make an assessment of the damage.

The assessment should describe the necessary repairs or maintenance, as well as how the damage may effect the performance or integrity of the monitoring program. All maintenance or repairs will be performed in a time frame so as to not interrupt the established frequency of the monitoring events. The assessment report and report of maintenance performed will be made of the "Post-Closure Care" files.

The following pages describe the groundwater monitoring activities and frequencies to be performed during the post-closure period.

Description of Wells:

The groundwater monitoring program will require the sampling and maintenance of eight (8) monitoring wells, due to the complexity of the hydrogeology related to the Waste Management Unit. The upper and a lower groundwater transmitting zone will be monitored.

There will be one (1) background monitoring well and three (3) detection wells for each groundwater zone.

The background monitoring well of the upper zone is located near PZ-1A where contamination has not been detected and up-gradient of the potentiometric surface from the SWMU.

The backwater monitoring well of the lower aquifer is likewise located up-gradient potentiometrically from the contamination near PZ-21.

There are two (2) detection wells for the upper groundwater zone located along the compliance point down-gradient from the potentiometric surface on the east side of the SWMU. These wells are spaced approximately ninety (90') feet apart. A third detection well SD-2 is located down-gradient just northeast of PZ-4 and of the northern limits of the SWMU.

The lower groundwater detection wells are located along the compliance point on the west side of the SWMU which is down-gradient of the potentiometric surface from the contamination. These wells are spaced approximately fifty (50') feet apart.

All well locations were approved by Ky. Division of Waste Management prior to construction.

Description of Monitoring Well Installation:

Monitoring wells were constructed in conjunction with the Final Cover Construction of the Closure Plan. Monitoring wells were completed prior to certification of the closure. The location of the wells are shown on the Groundwater Information Maps provided on the following pages.

The construction of the monitoring wells were inspected and supervised by a technician familiar with the site hydrogeology.

The technician and Construction Quality Officer checked stake-out of all monitoring locations prior to construction of wells.

The following is the estimated bill of monitoring wells that were installed and final construction elevations are presented on the Groundwater Information Maps. Well sites SB-1, SD-1, SD-2 & SD-3 are associated with the shallow water transmitting zone and the remaining four (4) sites are associated with the deeper zones.

Bill of Monitoring Wells

<u>Monitoring Station</u>	<u>*Depth</u>	<u>Feet of</u> <u>2" I.D. Screen</u>	<u>Feet of</u> <u>2" PVC Casing</u>
SB-1	15.5 ft.	8.0 ft.	9.5 ft.
DB-1	27.0 ft.	10.0 ft.	19.0 ft.
SD-1	13.0 ft.	5.0 ft.	10.0 ft.
SD-2	10.0 ft.	5.0 ft.	7.0 ft.
SD-3	7.0 ft.	5.0 ft.	4.0 ft.
DD-1	38.0 ft.	10.0 ft.	30.0 ft.
DD-2	38.0 ft.	10.0 ft.	30.0 ft.
DD-3	36.0 ft.	10.0 ft.	28.0 ft.
TOTAL	185.5 ft.	63.0 ft.	143.5 ft.

The technician logged all monitoring well bore holes in order to insure proper construction for this intended purpose.

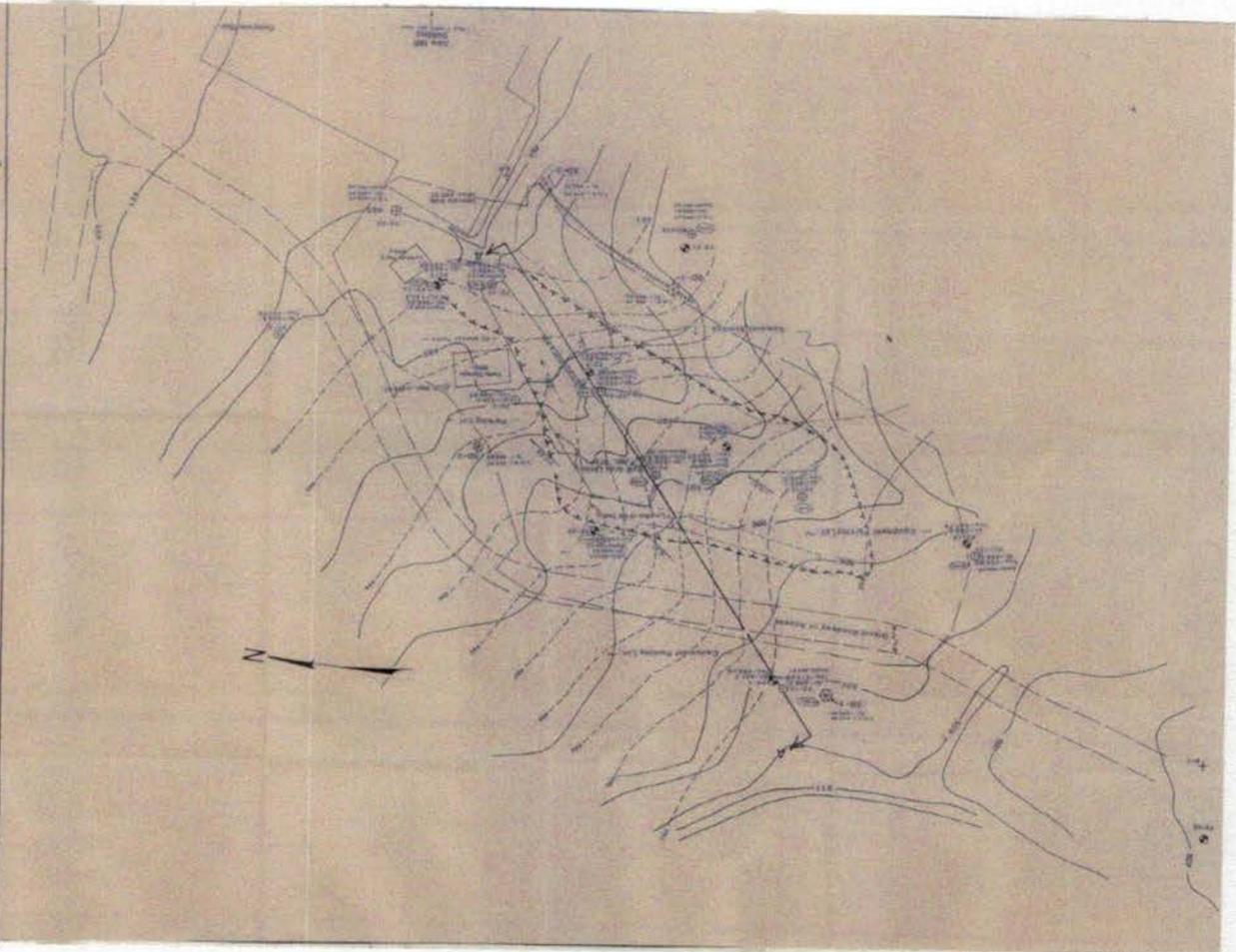
All wells have stainless steel 0.010 inch slotted screens. The riser pipe is Schedule 40 PVC. Riser pipe and screen have flush threaded joints and a two (2") inch inside diameter. The filter pack consists of coarse grain silica sand up to one (1) foot above the screen. A minimum of one (1) foot bentonite pellets is installed above the filter pack.

The annular space has been filled with Type II Portland Cement grout up to two (2) feet from the surface. Concrete was poured to fill the remainder of the annular space and develop a minimum three (3) foot diameter apron at the surface. A protective steel casing with a lockable cap has been installed in the concrete around the well riser pipe. Four (4) steel fence posts have been installed evenly around the concrete apron to provide additional protection to the well head.

All pre-approved well installation decontamination procedures and well development procedures were followed during construction.

NOTE: All distances in this map are measured in meters.

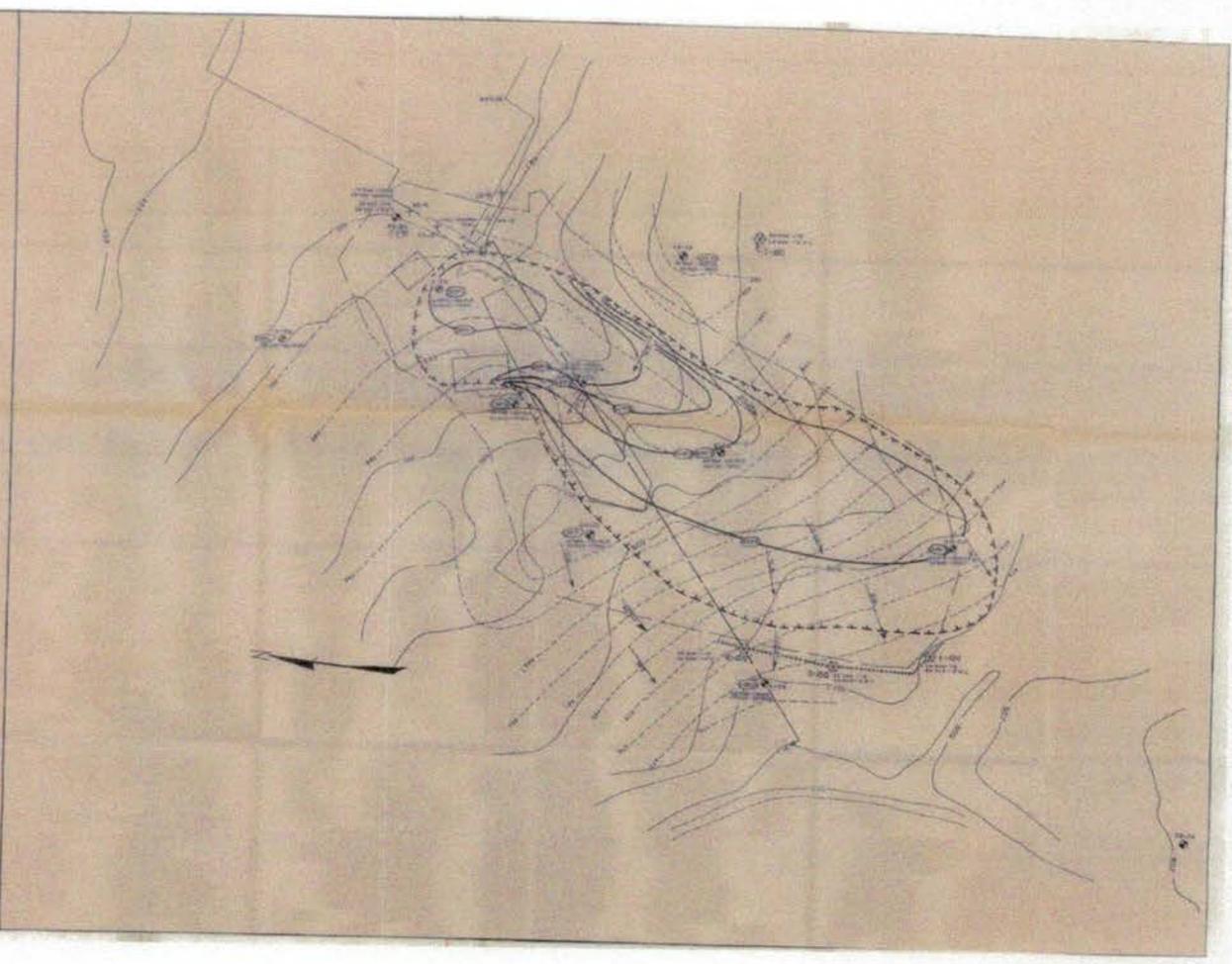
- Scale 1:50,000
- Contour Interval 10 meters
- Spot Height 10 meters
- Spot Height 20 meters
- Spot Height 30 meters
- Spot Height 40 meters
- Spot Height 50 meters
- Spot Height 60 meters
- Spot Height 70 meters
- Spot Height 80 meters
- Spot Height 90 meters
- Spot Height 100 meters
- Spot Height 110 meters
- Spot Height 120 meters
- Spot Height 130 meters
- Spot Height 140 meters
- Spot Height 150 meters
- Spot Height 160 meters
- Spot Height 170 meters
- Spot Height 180 meters
- Spot Height 190 meters
- Spot Height 200 meters
- Spot Height 210 meters
- Spot Height 220 meters
- Spot Height 230 meters
- Spot Height 240 meters
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- Spot Height 310 meters
- Spot Height 320 meters
- Spot Height 330 meters
- Spot Height 340 meters
- Spot Height 350 meters
- Spot Height 360 meters
- Spot Height 370 meters
- Spot Height 380 meters
- Spot Height 390 meters
- Spot Height 400 meters
- Spot Height 410 meters
- Spot Height 420 meters
- Spot Height 430 meters
- Spot Height 440 meters
- Spot Height 450 meters
- Spot Height 460 meters
- Spot Height 470 meters
- Spot Height 480 meters
- Spot Height 490 meters
- Spot Height 500 meters
- Spot Height 510 meters
- Spot Height 520 meters
- Spot Height 530 meters
- Spot Height 540 meters
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- Spot Height 570 meters
- Spot Height 580 meters
- Spot Height 590 meters
- Spot Height 600 meters
- Spot Height 610 meters
- Spot Height 620 meters
- Spot Height 630 meters
- Spot Height 640 meters
- Spot Height 650 meters
- Spot Height 660 meters
- Spot Height 670 meters
- Spot Height 680 meters
- Spot Height 690 meters
- Spot Height 700 meters
- Spot Height 710 meters
- Spot Height 720 meters
- Spot Height 730 meters
- Spot Height 740 meters
- Spot Height 750 meters
- Spot Height 760 meters
- Spot Height 770 meters
- Spot Height 780 meters
- Spot Height 790 meters
- Spot Height 800 meters
- Spot Height 810 meters
- Spot Height 820 meters
- Spot Height 830 meters
- Spot Height 840 meters
- Spot Height 850 meters
- Spot Height 860 meters
- Spot Height 870 meters
- Spot Height 880 meters
- Spot Height 890 meters
- Spot Height 900 meters
- Spot Height 910 meters
- Spot Height 920 meters
- Spot Height 930 meters
- Spot Height 940 meters
- Spot Height 950 meters
- Spot Height 960 meters
- Spot Height 970 meters
- Spot Height 980 meters
- Spot Height 990 meters
- Spot Height 1000 meters



THE SECRETARY OF WAR
WASHINGTON, D. C.
OFFICE OF THE CHIEF OF ENGINEERS
WASHINGTON, D. C.



- Scale 1" = 1000'
- Main Drainage Area Lines
 - Contour Lines
 - Drainage Dividing Lines
 - Drainage Lines
 - Drainage Lines of Subordinate Flow
 - Drainage Lines of Subordinate Flow - Intermittent
 - Drainage Lines of Subordinate Flow - Intermittent - Seasonal
 - Drainage Lines of Subordinate Flow - Intermittent - Seasonal - Intermittent
 - Drainage Lines of Subordinate Flow - Intermittent - Seasonal - Intermittent - Seasonal



SAMPLING AND ANALYSIS PROCEDURES

Well Evacuation Methods:

Individual wells will be sampled in the following manner. The sampling container will be a PVC bailer that will be a dedicated bailer for each well will be installed. The well's static water level is to be measured prior to bailing. This static water level and the depth of well is to be used to determine how much water is contained in the well bore. The well is then to be bailed at least three (3) times the volume of water or until the well is evacuated of all water. This procedure should remove all stale water and pull fresh water from the aquifer.

Sample Collection Method:

Once the well has been evacuated and sufficient water has entered the well sampling will commence. The bailer will be lowered into the water with as little disturbance as possible. The bailer is then to be withdrawn and the well water placed into two sample containers. A one liter plastic container is to be filled with water for metal analysis. A 40 milliliter glass vial with a teflon liner will be utilized to obtain samples for volatile organic analysis (VOA). Extreme care in minimizing turbulence will be taken in order to reduce losses of volatile organics.

Field Measurements:

Measurements of temperature, specific conductance, pH and depth to water will be performed in the field by the following procedures:

Temperature. Will be determined by a centigrade mercury thermometer or an electric thermometer both traceable to NBS certified thermometers. Accuracy will be + .5 degrees C.

Specific Conductance. Will be determined via a LaMotte conductivity meter utilizing appropriate standards to calibrate the instrument. Accuracy is 5 percent of scale reading.

pH. Hydrogen ion concentration (pH) will be determined utilizing an portable Orion pH meter. The meter will be three point calibrated utilizing fresh buffers prior to data recording. All values will be recorded to .01 decimal unit.

Depth to Water. All wells will be surveyed to the nearest 0.01 feet in elevation. This will be inscribed at the top of casing. Depth to water measurements will be accomplished by an electric tape with measurement recorded to the nearest 0.01 foot. A series of three readings will be obtained in order to insure accuracy. In addition to static water level the total depth will be measured during each sampling interval.

Sample Containers:

Sample containers will be of two types. Plastic 1-liter bottles will be utilized for metal and mineral analysis and a teflon lined glass 40 milliliter vial for VOA. A field blank, equipment blank and sample duplicates (5 percent of total) will be taken during each sample interval. All samples are to have a waterproof label with the following information;

- o Date & time of collection
- o Collector's name
- o Well number
- o Analytical Parameters
- o Type of Preservative
- o Comments or remarks

Sample Preservation and Shipment:

All samples are to be field cooled and delivered to the laboratory in an insulated cooler. The cooler will be sealed with taped. In addition to the tape seal an adhesive paper seal bearing the sample or signature will be placed on the border of the lid and body of the cooler in order to indicate opening prior to arrival at the laboratory. Metal sample will be field preserved with nitric acid (2 ml or pH < 2). VOA sample bottles will be filled to overflowing and immediately capped and placed in the cooler. Samples are to remain cool until delivery to laboratory (within 24-hours). The sample shipment is to have a chain-of-custody for the laboratory to complete. The chain-of-custody record will contain sufficient information to trace sample possession of the sample from collection to analysis.

Analytical Procedures:

All laboratory analysis are to be approved EPA procedures and are listed in SW 846. A listing of individual analysis for proposed analysis are as follows:

<u>Parameter</u>	<u>Detection Limit</u>	<u>Method</u>
Pentachlorophenol	.01 mg/L	EPA Method 8040
Lead	.01 mg/L	EPA Method 7420
Cadmium	.001 mg/L	EPA Method 7130
Volatile Organic Analysis	.001 to .0005 mg/L	EPA Method 8021
Benzene	.0005 mg/L	" "
Toluene	.0005 mg/L	" "
Ethylbenzene	.0005 mg/L	" "
1,3 - xylene	.0005 mg/L	" "
1,4 - xylene	.0005 mg/L	" "
1,2 - xylene	.0005 mg/L	" "
isopropylbenzene	.001 mg/L	" "
n-propylbenzene	.001 mg/L	" "
1,3,5-trimethylbenzene	.001 mg/L	" "
tert-butylbenzene	.001 mg/L	" "
1,2,4 trimethylbenzene	.001 mg/L	" "
sec-butylbenzene	.001 mg/L	" "
isopropyl toluene	.001 mg/L	" "
n-butylbenzene	.001 mg/L	" "
naphthalene	.001 mg/L	" "

For each set of analysis, a sample duplicate, field blank equipment blank and set of standards are to be analyzed. A laboratory quality control program which conforms to 40 CFR 146 will be followed.

Data Reporting

Data will be reported to the cabinet within sixty (60) days of sampling or fifteen (15) days after receipt of analyses, whichever is sooner. The report form will be as provided or approved by the cabinet. If sample analysis indicates contamination the operator will notify the cabinet within seven (7) days of receiving the analysis results. The operator shall arrange for the cabinet to split samples no later than ten (10) days from the receipt of the results.

Sample Frequency

Ground water samples will be collected at the following frequency:

<u>Year One</u>	<u>Frequency</u>	<u>Type of Determination</u>
Background Wells	Quarterly	Four Replicates
Detection Wells	Quarterly	Single Analysis
<u>After Year One</u>		
Background Wells	Semiannual	Single Analysis
Detection Wells	Semiannual	Single Analysis

Background Quality and Procedures for Statistically Significant Increase.

A minimum of two background (lower aquifer background well and upper aquifer background well) wells are to be utilized at this site. The two wells allow for comparison of background level parameter values to downgradient well values. Wells will be sampled quarterly for the first year with four replicate measurements made per well per sampling episode. The background mean, variance and standard deviation will be determined utilizing all data during the first year. These data form the basis against which all subsequent upgradient and downgradient measurements are to be compared.

The statistical analysis proposed is the Cochrens Approximation to Behrens-Fisher Student T-Test (CABF). This test is to be used to compare background parameters to downgradient parameter tests. If any downgradient test parameter is significantly greater than background then contamination of the groundwater at the site may have occurred. An example of the comparison is as follows:

Example: Set of four replicate measurements from wells.

Sample Site	Cadmium ug/L
Background-1A	3
Background-1B	2
Background-1C	4
Background-1D	5
Mean	= 3.5
Variance	= 1.67
Standard Deviation	= .42
Downgradient-1A	7
Downgradient-1A	6
Downgradient-1A	5
Downgradient-1A	7
Mean	= 6.3
Variance	= .92
Standard Deviation	= .18

The calculations are as follows:

Mean:

$$\bar{X} = \frac{(X_1 + X_2 + \dots + X_n)}{n}$$

and the variance is calculated by:

$$S^2 = \frac{(X_1 - \bar{X})^2 + (X_2 - \bar{X})^2 + \dots + (X_n - \bar{X})^2}{n-1}$$

n = number of observations in set of data

The t-test uses these data summary measures to calculate a t-statistic (t^*) and a comparison t-statistics (t_c). The t^* value is compared to the t_c value and a conclusion reached as to whether there has been a statistically significant change in any indicator parameter.

The t-statistic for all parameters except pH (two-tailed test) and similar monitoring parameters is:

$$t^* = \frac{\bar{X}_m - \bar{X}_B}{\sqrt{\frac{S_m^2}{m} + \frac{S_B^2}{B}}}$$

If the value of this t-statistic is negative then there is no significant difference between the monitoring data and background data.

The t-statistic (t_c) against which t^* will be compared, necessitates finding t_B and t_m from standard (one-tailed) tables where,

t_B = t-tables with $(B - 1)$ degrees of freedom, at the 0.05 level of significance.

t_m = t-tables with $(m - 1)$ degrees of freedom, at the 0.05 level of significance.

The special weightings w_B and w_m are defined as:

$$w_B = \frac{S_B^2}{n} \quad \text{and} \quad w_m = \frac{S_m^2}{n}$$

and so the comparison t-statistic is:

$$t_c = \frac{w_B t_B + w_m t_m}{w_B + w_m}$$

The t-statistic (t^*) is now compared with the comparison t-statistic (t_c) using the following decision rule:

If t^* is equal to or larger than t_c , then conclude that there

most likely has been a significant increase in this specific parameter.

If t^* is less than t_c , then conclude that most likely there has not been a change in this specific parameter.

pH Comparison

The t -statistic of testing pH is constructed in the same manner as previously described except the negative sign (if any) is discarded and the caveat concerning the negative value is ignored. The standard two tailed table are used in the construction of t_c for pH.

If t^* is equal to or larger than t_c , then conclude that there most likely has been a significant increase (if the initial t^* had been negative, this would imply a significant decrease).

If t^* is less than t_c then conclude that there most likely has been no change.

Comparison of Background Data with Downgradient Well Data
When the t -test for a downgradient well shows statistically significant increase relative to the the background data the facility may be affecting the ground water. If this occurs the following action will commence:

1. The Department will be notified in writing within seven (7) days when a statistically significant increase is found.
2. The operator will immediately resample and collect multiple ground-water samples from all wells.
3. The additional ground water samples are to be split into duplicates and analyzed. The resampling data are then evaluated using the same t -test methodology.
4. If the initial results are due to laboratory error and no significant increase has occurred, the detection program will continue.
5. If however the additional sampling still indicates a significant has occurred assessment monitoring will be initiated and the department notified.

Final Cover (Cap):

The constructed low permeability cover will be inspected and maintained by the owner of the waste management unit. The owner will appoint a person(s) responsible for these post-closure activities. Any change of the responsible person(s) will be reported to the Director of the Division of Waste Management.

The inspection will be conducted on a monthly frequency during the first year after final closure and on a quarterly basis thereafter. Any knowledge of vehicular traffic or any other activities, in the vicinity, that may pose a threat to the integrity of the final cover or related facilities will prompt an immediate additional inspection. Inspection reports will be made part of the "post-closure care" files.

Inspection at a minimum should cover an assessment of the conditions of the vegetative cover, the facility signs, markers and survey benchmarks, diversion ditch channels, and access control facilities and/or security devices.

(a.) Vegetative Cover: During the first year after closure, maintenance inspections of vegetative cover should occur monthly and after every intense precipitation event. If signs of erosion occur the appropriate means of control will be implemented. If erosion conditions re-occur after a first re-seeding and re-mulching attempt, the owner will contract a qualified consultant to design the additional erosion control measures.

All augmented seeding mixtures should be applied at the minimum rates of the initial Revegetation Plan approved in the Closure Plan. Analyses for soil amendments shall be obtained from soil samples of areas that are to be re-seeded and the specified amendments shall be applied during the re-seeding.

Mowing of vegetative cover should occur frequently enough so as to not allow growth of small trees or bushes, and control weeds. (A minimum of five (5) times every growing season). Mowing machines shall be no larger than a small farm tractor.

(b.) Diversion Ditches: Three (3) diversion ditches are to be constructed to control run-on and run-off of drainage about the final cover. All ditches will be inspected for needed maintenance when inspection events occur for final cover. Ditches shall be cleaned or cleared of debris and silt in order that the design ditch line, grade and cross-section will be maintained. All areas of minor erosion shall be prepared for a seed bed and re-seeded and re-mulched according to the initial approved closure plan rates.

In the event of excessive erosion (deep gullies) occur, the owner shall contract a qualified consultant to make a assessment of the conditions and, if needed, develop a plan of remediation.

(c.) Survey Benchmarks, Facility Markers, Signs or Barriers: All survey benchmarks or control points shall be maintained and their integrity preserved. All control point guard stakes or markers shall be maintained to visible and conspicuous by brightly colored paint. The I.D. No.s of the points shall also be maintained throughout the "post-closure care" period.

If any noticeable disturbances has been detected of the control points during routine maintenance inspection, the owner shall contract a qualified consultant to check over the points and if necessary re-establish the reference datum. The change of control point datum will be supplied to the owner and made part of the "post-closure care" data files.

The closed facility will have several signs and boundary or barrier markers that will need to be maintained. They shall be repaired and/or painted in a manner to display maximum clarity and visibility.

(d.) Security: The owner/operator's plan for security for the post-closure period will be similar to the plan provided during closure activities.

The initial post-closure security will involve limiting traffic to authorized personnel to the closed solid waste management unit, and maintaining warning signs posted during closure. Maintenance inspection reports shall document the current person(s) responsible for security or access control.

In the event Dunaway Timber Company, Inc. ceases their current wood processing facility, the method of security will be revised and may involve the installation of additional barriers such as a gate and fence around the facility. All revised plans will be prepared and submitted to the Division for approval sixty (60) days prior to the expected time for need of change in the security control methods.

Amendment of Plan:

The owner or operator will submit a written request for a permit modification for authorization to change the approved Post-Closure Plan whenever:

1. Changes in the closure plan design effect the post-closure plan;
or
2. Events which occur during the closure of the facility affect the post-closure plan; or
3. There is a change in the expected year of final closure.

The owner will submit the request for permit modifications at least sixty (60) days prior to the proposed change in the facility design or operation or no later than sixty (60) days after an unexpected event occurred that will affect the post-closure plan.

In the event that the Director of Waste Management requests a modification due to the conditions described above, the operator will submit the written modified plan to the Director within sixty (60) days of receipt of the Director's request.

Certification of Completion of Post-Closure Care:

Prior to sixty (60) days after completion of the post-closure care period, the owner will submit to the Director by registered mail, a certification that the Post-Closure Care Plan was performed in accordance with the approved Post-Closure Plan. The certification will be signed by a registered professional engineer registered in the Commonwealth of Kentucky and by the owner. Upon the Director's request, documentation will be supplied supporting the engineer's certification until the Director releases the owner of financial assurance requirements of the post-closure care.

Post-Closure Care Cost Estimate:

The following cost estimate is based on the expected cost during the first year after closure when background groundwater monitoring is to be conducted and repairs and maintenance to the final cover and ditches are most expensive. After the first year background monitoring, the groundwater monitoring frequency will be semiannually. Maintenance of vegetation cover and ditches should also be less expensive in subsequent years of the post-closure care period. All amounts are based on today's costs.

Final Cover and Ditches:

Assuming owner to contract maintenance and repairs.

- Spot reseeding and mulching two (2) times (including equipment, two (2) men and materials).....	\$480/day X 4 days = \$1,920.00
- Cleaning diversion ditches two (2) times (including two (2) men, mobilization and equipment).....	\$560/day X 2 days = \$1,120.00
- Repair and paint boundary markers and signs one (1) time (Lump Sum).....	\$ 500.00
-Repair damage to monitoring well heads and barrier posts or survey control points at an estimated two (2) incidents first year at \$150.00 per incident.....	<u>\$ 300.00</u>
	Subtotal \$3,840.00

*Administration:

Assuming administration is performed by a consulting firm - \$ 70.00/hr. at 48 hours first year.....\$ 3,360.00
 Transportation - Six (6) trips at 60.0 miles each
 \$ 0.30/mi. X 360 miles..\$ 108.00

*Inspection:

Assuming obtaining consultant for services
 \$ 50.00/hr. at 30 hours first year.....\$ 1,500.00
 Transportation - Five (5) trips at 50.0 miles each
 \$ 0.30/mi. X 300.0 miles.\$ 90.00
 Subtotal:\$ 5,058.00

Post-Closure Groundwater Monitoring:

a.) Two (2) background monitoring wells to have one (1) sampling every six (6) months for thirty (30) years -

Pentachlorophenol - sampling and analysis -	\$ 70.00 ea. X 120....	\$ 8,400.00
Lead	" \$ 15.00 ea. X 120....	\$ 1,800.00
Cadmium	" \$ 15.00 ea. X 120....	\$ 1,800.00
Volatile Organics	" \$250.00 ea. X 120....	\$ 30,000.00

b.) Six (6) Detection Monitoring Wells to have one (1) sampling every six (6) months for thirty years -

Pentachlorophenol - sampling and analysis -	\$ 70.00 ea. X 360....	\$ 25,000.00
Lead	" \$ 15.00 ea. X 360....	\$ 5,400.00
Cadmium	" \$ 15.00 ea. X 360....	\$ 5,400.00
Volatile Organics	" \$250.00 ea. X 360....	\$ 95,400.00
	Subtotal:.....	\$173,200.00

Estimated Financial Liability at

Beginning of Post-Closure Care Period - Total.....\$182,098.00

*NOTE: At this time owner intends to conduct the administration and inspection responsibilities "in house".

Copies of the current Post-Closure Care Plan will be posted with the owner at the facility site, the sampling and testing laboratory(ies), the design or consulting engineering firm responsible for updating plan and with the Director of Waste Management.

At this time, the owner has appointed McEwen Engineering and Mining Consultants, Inc., P.O. BOX 27, Beaver Dam, Kentucky 42320, to be responsible for updating the Post-Closure Care Plan, prior to and during the post-closure period. Mr. Rick Harrell of Dunaway Timber Company, Inc. will be responsible for keeping the updated Post-Closure Plan on file at the facility and also maintaining a copy of the post-closure period data files. Dunaway Timber currently has conducted SMR Engineering and Environmental Services, Inc., P.O. Drawer D, Central City, Kentucky, 42330 to conduct groundwater monitoring activities. The consultant responsible for preparing revisions or amendments to the plan will also, upon approval, be responsible for updating all copies of the posted Post-Closure Care Plans.

APPENDIX O: Financial Assurance

Financial Assurance

- \$98,248 remains in balance per the original Escrow Agreement 6035J and 6035I
- \$1,000,000 remains in balance per the original Trust Agreement To Demonstrate Liability Coverage 6035P.

*This was verified on March 19th, 2018 by BB&T Bank Vice President Marlene Rogers.

Escrow Agreement To Demonstrate Closure And/Or Postclosure Care

THIS AGREEMENT, made, executed and delivered this the SECOND day of

MARCH 2007, by and between
(insert the month) *(insert the year)*

DUNAWAY TIMBER COMPANY, INC.
KYD-006-369-557

*(insert the name of the owner or operator,
the EPA identification number and address)*

as the Applicant/Permittee and

BB&T WEALTH MANAGEMENT
230 FREDERICA STREET
OWENSBORO, KY 42303

(insert name and address of the escrow agent)

as Escrow Agent, and the Kentucky Natural Resources and Environmental Protection Cabinet, Department for Environmental Protection, Division of Waste Management, hereinafter called the Cabinet.

WITNESSETH:

WHEREAS, the Applicant/Permittee desires to operate a hazardous waste site or facility in the Commonwealth of Kentucky; and

WHEREAS, the laws of the Commonwealth require that financial assurance be posted to insure the closure and/or postclosure care of the facility and to otherwise guarantee compliance with all applicable laws and regulations of the Commonwealth administered by the Cabinet; and

WHEREAS, the Applicant/Permittee desires to meet the financial assurance for a hazardous waste site or facility in the Commonwealth of Kentucky by executing such bond and posting surety in the sum of NINETY-EIGHT THOUSAND, TWO HUNDRED, FORTY EIGHT Dollars \$ 98,248

(insert the amount being posted in words)

(insert the numerical figure of the bond)

with the Cabinet to be held by the Escrow Agent, which sum is hereby acknowledged by the Cabinet to be sufficient and acceptable for the above named Applicant/Permittee; and

WHEREAS, such sum shall be placed in the safe custody of the Escrow Agent and the Escrow Agent is directed to purchase certificates of deposit, hereinafter the Certificates, of the

BB&T
230 FREDERICA STREET
OWENSBORO, KY 42303

*(insert name of financial institution issuing the
Certificates, and
address of financial institution)*

or establish a cash account, hereinafter the Account, which are more fully described as follows:

CERTIFICATE NO. 588-664-8172
DATE OF ISSUANCE 03/02/2007
PRINCIPAL AMOUNT \$98,248

(insert certificate number for each certificate) (insert date of issuance for each certificate) (insert principal amount for each certificate)

CASH ACCOUNT NO. DATE OF OPENING PRINCIPAL AMOUNT

(insert number of the Account) (insert opening date of the Account) (insert amount in the Account)

AND WHEREAS, this Agreement is a supplement to the Hazardous Waste Site or Facility Bond filed by the Applicant/Permittee with the EPA identification number(s) KY0-006-169-557 (insert EPA identification number(s)) for a permit to operate a hazardous waste facility;

NOW THEREFORE, in consideration of the premises set forth herein, the parties mutually agree as follows:

1. The Escrow Agent acknowledges receipt of the Certificates and the Account above listed, to be safely and securely kept by it for the stated purposes of this Agreement and subject to the terms and conditions herein, and binds itself to perform completely under the terms of this Agreement and to dispose of the Certificates or Account or the proceeds therefrom only as provided herein. The Escrow Agent further agrees to exercise due care in the safekeeping and delivery of the Certificates or the Account;
2. The parties agree that the Certificates or any subsequent Certificates are and shall be made payable in favor of the Escrow Agent only. If it is an Account, it is to be established in favor of the Escrow Agent. The parties further agree that until such time as the Cabinet orders that the bond be forfeited or until such time as the bond is released, all interest accruing on the Certificates or the Account shall be disposed of in accordance with paragraphs 4, 5, and 6 of this Agreement;
3. The parties agree that the Escrow Agent is hereby authorized and directed to insure that the Certificates or the Account remain in full force during the term of this Agreement and the Escrow Agent may, upon notice to all parties, and upon the maturity of the Certificates, issue new Certificates of face value equal to the outstanding amount of the bond. In the event of such issuance, the new Certificates shall replace the Certificates herein for all purposes and shall be subject to the conditions of this Agreement;

4. No interest shall be paid to the Applicant/Permittee on any Certificate or Account until a full release has been obtained from the Cabinet or until the bond has been forfeited and any penalty resulting from the cashing of the Certificate has been satisfied;
5. Upon the Cabinet's written notice to the Escrow Agent of the Cabinet's certification of the satisfactory completion of all or part of closure and/or postclosure activities and the release of such bond in whole or in part, the Applicant/Permittee may direct the Escrow Agent to either issue one (1) or more new Certificates in the name of the Applicant/Permittee or a cashier's check for the amount so released;
6. In the event of forfeiture of the hazardous waste site or facility bond herein and upon the Cabinet's written notice of such forfeiture to the Escrow Agent, the Escrow Agent shall promptly cash the Certificates or draw from the Account and forward to the Cabinet a cashier's check in the outstanding amount of the bond, pay any penalties which result from the interest accrued thereon, and remit any remaining interest and principal to the Applicant/Permittee;
7. The parties agree that neither the Escrow Agent nor the Cabinet shall be liable for any loss of interest which may result to the Applicant/Permittee as a result of an Order of Forfeiture;
8. In the event the Escrow agent cancels the Account or Certificate(s) of Deposit, as provided by regulation, the proceeds shall be paid to the Cabinet;
9. The Escrow Agent shall not be liable for inquiring whether there has been performance by the Applicant/Permittee or to see the application of any monies paid on the instruction of the Cabinet and in such matters the Escrow Agent may rely upon the instructions of the Cabinet executed by the Secretary of the Cabinet, his designee or his successor, or the successor agency as provided by law. The Escrow Agent need not verify the apparent authority of an agent of the Cabinet in carrying out the Cabinet's instructions. Nothing herein shall prevent the Commonwealth from designating a person authorized to act for it in any other lawful manner;
10. That for value received, the Applicant/Permittee does hereby assign, transfer, and set over to the Commonwealth of Kentucky all right, title and interest which the Applicant/Permittee may have in The Certificates or The Account. The parties agree that the Certificates or the Account are being held solely for the benefit of the Commonwealth of Kentucky and that the Applicant/Permittee has relinquished all right, title and interest to the Certificates or the Account as provided hereinafter. The Applicant/Permittee may not pledge or encumber in any manner the Certificates or the Account or any renewal certificates, or the interest due thereon, so long as the same are subject to the conditions of the bond herein;
11. The Cabinet agrees that upon the satisfactory completion of all closure and/or postclosure activities pursuant to the laws of the Commonwealth by the Applicant/Permittee and upon the Cabinet's inspection and certification of the same, the Cabinet shall release the bond herein and promptly notify the Escrow Agent and the Applicant/Permittee of such release;
12. It is agreed that in the event the Escrow Agent closes or goes into receivership, any Federal Deposit Insurance Corporation, Federal Savings and Loan Insurance Corporation, or National Credit Union Administration insurance proceeds paid on, to, or as a result of the Certificates or the Account shall first be applied to cover the Certificates or the Account;
13. The parties agree that the Escrow Agent shall be the Cabinet's agent for holding the Certificates or the Account for the purpose of perfecting the Cabinet's security interest in those Certificates or the Account under KRS Chapter 355;
14. This agreement shall be binding upon the successors and assigns of the respective parties; and
15. Upon receipt by the Escrow Agent of written notification by the Cabinet of the forfeiture or the release of the bond herein, and disbursement pursuant to this agreement by the Escrow Agent of the Certificates or in the proceeds therefrom and any interest accrued therein, the Escrow Agent shall be discharged of any and all duties and liabilities arising out of or as a result of this Agreement.

Hazardous Waste Site or Facility Bond To Demonstrate Closure And/Or Postclosure Care

Date bond executed: 03/02/2007 Effective Date: 03/02/2007
(insert date executed) *(insert effective date)*

Principal: *(insert legal name and business address of owner or operator)*
DUNAWAY TIMBER COMPANY, INC
214 EASTON ROAD
FORDSVILLE, KY 42343

Type of organization: CORPORATION
(insert "individual," "joint venture," "partnership," "association," or "corporation")

Commonwealth/State of incorporation: KENTUCKY
(insert state in which incorporated)

EPA Identification Number: KYD-006-369-557
(insert EPA identification number)

Closure and/or postclosure amount(s) for the facility guaranteed by this bond are:

Closure Bond Amount: \$ _____
(insert amount of closure bond)

Postclosure Bond Amount: \$ 98,248.00
(insert amount of postclosure bond)

Total Penal Sum: \$ 98,248.00
(insert total amount of bond)

Know all persons by these presents, that the Principal hereto is firmly bound to the Natural Resources and Environmental Protection Cabinet (hereinafter called Cabinet) in the above penal sum for the payment of which it binds itself, its heirs, executors, administrators, successors, and assigns, jointly and severally.

The above sum is herewith deposited with the Cabinet's Division of Waste Management by and through its Escrow Agent RB&T WEALTH MANAGEMENT as a guarantee that the Principal will comply with all applicable laws, rules, and regulations regarding closure and/or postclosure for the following facility(ies):
ONE ACRE AT Hwy 1700 North of Hwy 54 1.2 miles
(insert names of facility(ies))

Whereas, said Principal is required under Kentucky Revised Statutes Chapter 224 to have a permit or permits, or interim status, in order to own or operate each hazardous waste site or facility(ies) identified above; and
Whereas, said Principal is required to provide financial assurance for closure, or closure and postclosure care, as a condition of the permit or interim status.

The condition of this obligation is such that if the Principal shall faithfully perform all the requirements of the applicable laws, rules and regulations, then this obligation shall be released; otherwise, it is agreed that said penal sum shall be paid to the Commonwealth of Kentucky, Natural Resources and Environmental Protection Cabinet, upon receipt of an Order of the Secretary of the Cabinet.

The persons whose signatures appear below hereby certify that they are authorized to execute this bond on behalf of the Principal.

Principal

Signatures:

Henry Christ

(Authorized signature for Principal)

HENRY CHRIST

(Typed name of signatory)

PRESIDENT

(Typed title of signatory)

(Typed name of Principal)

(Authorized signature for Principal)

(Typed name of signatory)

(Typed title of signatory)

(Typed name of Principal)

(Corporate seal)

Subscribed and sworn to before me by HENRY CHRIST
(insert name of Principal(s))

this the 2ND day of MARCH, 2007
(insert date) (insert month) (insert year)

Notary Public: Mary V. Paul, notary
(signature of Notary Public)

My Commission expires: 2-12-2010
(insert day, month, and year of commission expiration)

DEP-60351, effective 2/10/94

(Note: Use of this form is required by 401 KAR 34:080.)

(Note: This form must be accompanied by the Escrow Agreement, form number DEP-60351, as required in 401 KAR 34:080.)

SIGNED, SEALED AND DELIVERED, the day and date first above written by the appropriately authorized officers.

APPLICANT/PERMITTEE: DUNAWAY TIMBER COMPANY, INC.
(insert the typed name of the owner or operator)

BY: *Henry Christ*
(signature of the owner or operator)

TITLE: PRESIDENT
(insert the typed title of the above signatory)

ESCROW AGENT: BB&T WEALTH MANAGEMENT
(insert the typed name of the escrow agent)

BY: *Michael Smith*
(signature of the authorized representative of the escrow agent)

TITLE: VICE PRESIDENT, WEALTH MANAGEMENT ADVISOR
(insert the typed title of the signatory for the escrow agent)

NATURAL RESOURCES AND ENVIRONMENTAL PROTECTION CABINET

BY: _____
(signature of the Director of Division of Waste Management)

TITLE: Director, Division of Waste Management

DEP-6035J, effective 2/10/94

(NOTE: Use of this form is required by 401 KAR 34.080.)

(NOTE: This form must be accompanied by the Hazardous Waste Site or Facility Bond, form number DEP-6035L, in accordance with 401 KAR 34.080.)

TRUST AGREEMENT TO DEMONSTRATE LIABILITY COVERAGE

Trust Agreement, the "Agreement," entered into as of 07/24/2007 by and between

DUNAWAY TIMBER CO., INC.
(name of owner or operator)

CORPORATION
(Name of State (insert "corporation," "partnership," "association," or "proprietorship"))

the "Grantor," and BRANCH BANKING AND TRUST CO.
(name of corporate trustee)

A NATIONAL BANK
(insert "incorporated in the State of" or "a national bank")

the "Trustee."

Whereas, the Kentucky Natural Resources and Environmental Protection Cabinet, an agency of the Commonwealth of Kentucky, has established certain regulations in 401 KAR Chapters 30 to 38 applicable to the Grantor, requiring that an owner or operator of a hazardous waste site or facility or group of facilities must demonstrate financial responsibility for bodily injury and property damage to third parties caused by sudden accidental and/or nonsudden accidental occurrences arising from operations of the facility or group of facilities.

Whereas, the Grantor has elected to establish a trust to assure all or part of such financial responsibility for the facilities identified herein.

Whereas, the Grantor, acting through its duly authorized officers, has selected the Trustee to be the trustee under this Agreement, and Trustee is willing to act as trustee.

Now, therefore, the Grantor and the Trustee agree as follows:

Article 1. Definitions. As used in this Agreement:

- (a) The term "Grantor" means the owner or operator who enters into this Agreement and any successors or assigns of the Grantor.
- (b) The term "Trustee" means the Trustee who enters into this Agreement and any successor Trustee.
- (c) The term "Cabinet" means the Kentucky Natural Resources and Environmental Protection Cabinet.

Article 2. Identification of Facilities. This Agreement pertains to the facility or facilities identified on attached Schedule A. (Schedule A must be attached and completely filled out with the following information for each facility: EPA Identification Number, name and address of each facility and the amount of liability coverage, or portions thereof, if more than one instrument affords combined coverage as demonstrated by this Agreement.)

Article 3. Establishment of Fund. The Grantor and Trustee hereby establish a trust fund, hereinafter the "Fund," for the benefit of any and all third parties injured or damaged by NONSUDDEN accidental occurrences arising from operation of the facility(ies) covered by (insert "sudden," "nonsudden" or "both sudden and nonsudden")

this guarantee, in the amounts of \$0 per occurrence and (insert dollar amount of coverage) annual aggregate for sudden accidental occurrences and \$0 (insert dollar amount of coverage) per occurrence and \$1,000,000 (insert dollar amount of coverage) annual aggregate for nonsudden occurrences, except that the Fund is not established for the benefit of third parties for the following:

- (a) Bodily injury or property damage for which DUNAWAY TIMBER CO., INC. (insert Grantor) is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that DUNAWAY TIMBER CO., INC. (insert Grantor) would be obligated to pay in the absence of the contract or agreement.

(b) Any obligation of DUNAWAY TIMBER CO., INC under a workers' compensation, disability benefits, or unemployment compensation law or any similar law.
 (insert Grantor)

(c) Bodily injury to:

(1) An employee of DUNAWAY TIMBER CO., INC arising from, and in the course of, employment by DUNAWAY TIMBER CO., INC; or
 (insert Grantor)

(2) The spouse, child, parent, brother or sister of that employee as a consequence of, or arising from, and in the course of employment by DUNAWAY TIMBER CO., INC.
 (insert Grantor)

This exclusion applies:

(A) Whether DUNAWAY TIMBER CO., INC may be liable as an employer or in any other capacity; and
 (insert Grantor)

(B) To any obligation to share damages with or repay another person who must pay damages because of the injury to persons identified in paragraphs (1) and (2).

(d) Bodily injury or property damage arising out of the ownership, maintenance, use, or entrustment to others of any aircraft, motor vehicle or watercraft.

(e) Property damage to:

(1) Any property owned, rented, or occupied by DUNAWAY TIMBER CO., INC;
 (insert Grantor)

(2) Premises that are sold, given away or abandoned by DUNAWAY TIMBER CO., INC if the property damage arises out of any part of those premises;
 (insert Grantor)

(3) Property loaned to DUNAWAY TIMBER CO., INC;
 (insert Grantor)

(4) Personal property in the care, custody or control of DUNAWAY TIMBER CO., INC;
 (insert Grantor)

(5) That particular part of real property on which DUNAWAY TIMBER CO., INC or any contractors or subcontractors working directly or indirectly on behalf of DUNAWAY TIMBER CO., INC are performing operations, if the property damage arises out of these operations.
 (insert Grantor)

In the event of combination with another mechanism for liability coverage, the Fund shall be considered EXCESS coverage.
 (insert "primary" or "excess")

The Fund is established initially as consisting of the property, which is acceptable to the Trustee, described in Schedule B attached hereto. Such property and any other property subsequently transferred to the Trustee is referred to as the Fund, together with all earnings and profits thereon, less any payments or distributions made by the Trustee pursuant to this Agreement. The Fund shall be held by the Trustee, IN TRUST, as hereinafter provided. The Trustee shall not be responsible nor shall it undertake any responsibility for the amount or adequacy of, nor any duty to collect from the Grantor, any payments necessary to discharge any liabilities of the Grantor established by the Cabinet.

Article 4. Payment for Bodily Injury or Property Damage. The Trustee shall satisfy a third party liability claim by making payments from the Fund only upon receipt of one the following documents:

(a) Certification from the Grantor and the third party claimant(s) that the liability claim should be paid. The certification shall be worded as follows:

CERTIFICATION OF VALID CLAIM

The undersigned, as parties DUNAWAY TIMBER CO., INC and _____
 (insert Grantor) (insert name and address)

_____ hereby certify that the claim of bodily injury and/or
 (of third party claimant(s))

property damage caused by a NONSUDDEN accidental occurrence arising from operating
(sudden or nonsudden)
DUNAWAY TIMBER CO., INC. hazardous waste treatment, storage, or disposal facility should be paid in
(insert Grantor)
the amount of \$ _____

Henry Christ
(Signature(s) of Grantor)

DUNAWAY TIMBER COMPANY, INC.
(Name(s) of Grantor, typed)

(Signature(s) of Claimant)

(Name(s) of Claimant typed)

(b) A valid final court order establishing a judgement against the Grantor for bodily injury or property damage caused by sudden or nonsudden accidental occurrences arising from the operation of the Grantor's facility or group of facilities.

Article 5. Payments Comprising the Fund. Payments made to the Trustee for the Fund shall consist of cash or securities acceptable to the Trustee.

Article 6. Trustee Management. The Trustee shall invest and reinvest the principal and income of the Fund, in accordance with general investment policies and guidelines which the Grantor may communicate in writing to the Trustee from time to time, subject, however, to the provisions of this Article. In investing, reinvesting, exchanging, selling, and managing the Fund, the Trustee shall discharge his duties with respect to the Trust Fund solely in the interest of the beneficiary and with the care, skill, prudence, and diligence under the circumstances then prevailing which persons of prudence, acting in a like capacity and familiar with such matters, would use in the conduct of an enterprise of a like character and with like aims, except that:

(a) Securities or other obligations of the Grantor, any other owner or operator of the facility or facilities, or any of their affiliates as defined in the Investment Company Act of 1940, as amended, 15 U.S.C. 80a-2.(a), shall not be acquired or held, unless they are securities or other obligations of the Federal or a state government;

(b) The Trustee is authorized to invest the Fund in time or demand deposits of the Trustee, to the extent insured by an agency of the Federal or a state government; and

(c) The Trustee is authorized to hold cash awaiting investment or distribution uninvested for a reasonable time and without liability for the payment of interest thereon.

Article 7. Commingling and Investment. The Trustee is expressly authorized in its discretion:

(a) To transfer from time to time any or all of the assets of the Fund to any common, commingled or collective trust fund created by the Trustee in which the Fund is eligible to participate, subject to all of the provisions thereof, to be commingled with the assets of other trusts participating therein; and

(b) To purchase shares in any investment company registered under the Investment Company Act of 1940, 15 U.S.C. 80a-1 et seq., including one which may be created, managed, underwritten, or to which investment advice is rendered or the shares of which are sold by the Trustee. The Trustee may vote such shares in its discretion.

Article 8. Express Powers of Trustee. Without in any way limiting the powers and discretions conferred upon the Trustee by the other provisions of this Agreement or by law, the Trustee is expressly authorized and empowered:

(a) To sell, exchange, convey, transfer, or otherwise dispose of any property held by it, by public or private sale. No person dealing with the Trustee shall be bound to see to the application of the purchase money or to inquire into the validity or expediency of any such sale or other disposition;

(b) To make, execute, acknowledge, and deliver any and all documents of transfer and conveyance and any and all other instruments that may be necessary or appropriate to carry out the powers herein granted;

(c) To register any securities held in the Fund in its own name or in the name of a nominee and to hold any security in bearer form or in book entry, or to combine certificates representing such securities with

certificates of the same issue held by the Trustee in other fiduciary capacities, or to deposit or arrange for the deposit of such securities in a qualified central depository even though, when so deposited, such securities may be merged and held in bulk in the name of the nominee of such depository with other securities deposited therein by another person, or to deposit or arrange for the deposit of any securities issued by the United States Government, or any agency or instrumentality thereof, with a Federal Reserve bank, but the books and records of the Trustee shall at all times show that all such securities are part of the Fund;

(d) To deposit any cash in the Fund in interest-bearing accounts maintained or savings certificates issued by the Trustee, in its separate corporate capacity, or in any other banking institution affiliated with the Trustee, to the extent insured by an agency of the Federal or a state government; and

(e) To compromise or otherwise adjust all claims in favor of or against the Fund.

Article 9. Taxes and Expenses. All taxes of any kind that may be assessed or levied against or in respect of the Fund and all brokerage commissions incurred by the Trust Fund shall be paid from the Fund. All other expenses incurred by the Trustee in connection with the administration of this Trust Fund, including fees for ordinary and necessary legal services rendered to the Trustee, the compensation of the Trustee (to the extent not directly paid by Grantor), and all other proper charges and disbursements of the Trustee shall be paid from the Fund.

Article 10. Annual Valuations. The Trustee shall annually, at least thirty (30) days prior to the anniversary date of establishment of the Fund, furnish to the Grantor and to the Director of the Division of Waste Management in the Cabinet a statement confirming the value of the Trust. Any securities in the Fund shall be valued at market value as of no more than sixty (60) days prior to the anniversary date of establishment of the Fund. The failure of the Grantor to object in writing to the Trustee within ninety (90) days after the statement has been furnished to the Grantor and the Director of the Division of Waste Management in the Cabinet shall constitute a conclusively binding assent by the Grantor, barring the Grantor from asserting any claim or liability against the Trustee with respect to matters disclosed in the statement.

Article 11. Advice of Counsel. The Trustee may from time to time consult with counsel, who may be counsel to the Grantor, with respect to any question arising as to the construction of this Agreement or any action to be taken hereunder. The Trustee shall be fully protected, to the extent permitted by law, in acting upon the advice of counsel.

Article 12. Trustee Compensation. The Trustee shall be entitled to reasonable compensation for its services as agreed upon in writing from time to time with the Grantor.

Article 13. Successor Trustee. The Trustee may resign or the Grantor may replace the Trustee, but such resignation or replacement shall not be effective until the Grantor has appointed a successor trustee and this successor accepts the appointment. The successor trustee shall have the same powers and duties as those conferred upon the Trustee hereunder. Upon the successor trustee's acceptance of the appointment, the Trustee shall assign, transfer, and pay over to the successor trustee the funds and properties then constituting the Fund. If for any reason the Grantor cannot or does not act in the event of the resignation of the Trustee, the Trustee may apply to a court of competent jurisdiction for the appointment of a successor trustee or for instructions. The successor trustee shall specify the date on which it assumes administration of the trust in a writing sent to the Grantor, the Director of the Division of Waste Management in the Cabinet and the present Trustee by certified mail ten (10) days before such change becomes effective. Any expenses incurred by the Trustee as a result of any of the acts contemplated by this Article shall be paid as provided in Article 9.

Article 14. Instructions to the Trustee. All orders, requests, certificates of valid claims, and instructions by the Grantor to the Trustee shall be in writing, signed by such persons as are designated in the attached Exhibit A or such other designees as the Grantor may designate by amendment to Exhibit A. The Trustee shall be fully protected in acting without inquiry in accordance with the Grantor's orders, requests and instructions. All orders, requests and instructions by the Director of the Division of Waste Management in the Cabinet to the Trustee shall be in writing and shall be signed by the Director of the Cabinet's Division of Waste Management or the Secretary of the Natural Resources and Environmental Protection Cabinet or their designees, and the Trustee shall act and shall be fully protected in acting in accordance with such orders, requests and instructions. The Trustee shall have the right to assume, in the absence of written notice to the contrary, that no event constituting a change or a termination of the authority of any person to act on behalf of the Grantor or the Cabinet hereunder has occurred. The Trustee shall have no duty to act in the absence of such orders, requests, and instructions from the Grantor and/or the Cabinet, except as provided for herein.

Article 15. Notice of Nonpayment. If a payment for bodily injury or property damage is made under Article 4 of this trust, the Trustee shall notify the Grantor of such payment and the amount(s) thereof within five (5) working days. The Grantor shall, on or before the anniversary date of the establishment of the Fund following such notice, either make payments to the Trustee in amounts sufficient to cause the trust to

return to its value immediately prior to the payment of claims under Article 4, or shall provide written proof to the Trustee that other financial assurance for liability coverage has been obtained equaling the amount necessary to return the trust to its value prior to the payment of claims. If the Grantor does not either make payments to the Trustee or provide the Trustee with such proof, the Trustee shall within-ten (10) working days after the anniversary date of the establishment of the Fund provide a written notice of nonpayment to the Director of the Division of Waste Management in the Cabinet.

Article 16. Amendment of Agreement. This Agreement may be amended by an instrument in writing executed by the Grantor, the Trustee, and the Director of the Division of Waste Management in the Cabinet, or by the Trustee and the Director of the Division of Waste Management in the Cabinet if the Grantor ceases to exist.

Article 17. Irrevocability and Termination. Subject to the right of the parties to amend this Agreement as provided in Article 16, this Trust shall be irrevocable and shall continue until terminated at the written agreement of the Grantor, the Trustee, and the Director of the Division of Waste Management in the Cabinet, or of the Trustee and the Director of the Division of Waste Management in the Cabinet if the Grantor ceases to exist. Upon termination of the Trust, all remaining Trust property, less final trust administrative expenses, shall be delivered to the Grantor.

The Cabinet will agree to termination of the Trust when the owner or operator substitutes alternate financial assurance as specified in this Agreement and 401 KAR 34:120 or 35:120.

Article 18. Immunity and Indemnification. The Trustee shall not incur personal liability of any nature in connection with any act or omission, made in good faith, in the administration of this Trust, or in carrying out any directions by the Grantor or the Director of the Division of Waste Management in the Cabinet issued in accordance with this Agreement. The Trustee shall be indemnified and saved harmless by the Grantor or from the Trust Fund, or both, from and against any personal liability to which the Trustee may be subjected by reason of any act or conduct in its official capacity, including all expenses reasonably incurred in its defense in the event the Grantor fails to provide such defense.

Article 19. Choice of Law. This Agreement shall be administered, construed, and enforced according to the laws of the Commonwealth of Kentucky.

Article 20. Interpretation. As used in this Agreement, words in the singular include the plural and words in the plural include the singular. The descriptive headings for each Article of this Agreement shall not affect the interpretation or the legal efficacy of this Agreement.

In Witness Whereof the parties have caused this Agreement to be executed by their respective officers duly authorized and their corporate seals to be hereunto affixed and attested as of the date first above written.

The parties below certify that the wording of this Agreement is identical to the wording specified in 401 KAR 34:080 as such regulations were constituted on the date first above written.

By *Henry Christ*
(Signature of Grantor)
PRESIDENT, DUNAWAY TIMBER CO., INC.
(Title, typed)

Attest: *Michael Smith*
(Signature)
TRUSTEE
(Title, typed)

(Seal)

By *Michael Smith*
(Signature of Trustee)
TRUSTEE
(Title, typed)

Attest: *K. A. O.*
(Signature)
Co-TRUSTEE
(Title, typed)

(Seal)

Certification of Acknowledgment

State of KENTUCKY

County of DAVISS

On this 07/24/07 before me personally came HENRY CHRIST
(date) (owner or operator)

to me known, who, being by me duly sworn, did depose and say that she/he resides at 7935 STATE ROUTE 1389, MALED, KY, 42355
(address)

that she/he is PRESIDENT of DUNAWAY TIMBER CO., INC.
(title) (corporation)

the corporation described in and which executed the above instrument; that she/he knows the seal of said corporation; that the seal affixed to such instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; and that she/he signed her/his name thereto by like order.

Mabel Smith
(Signature of Notary Public)

03/08/2011
(Date Notary Public Commission Expires)

(Seal of Notary Public)

Trust Fund Schedule A

GRANTOR'S FACILITY NAME DUNAWAY TIMBER Co, INC.

DUNAWAY TIMBER Co, INC.
(Grantor's Name)

DUNAWAY TIMBER Co, INC
(Facility Name)

KYD-006-369-557
(Facility's EPA Identification Number)

214 HWY 1700
(Street Name)

FORDSVILLE, KY 42343
(City, State, Zip)

\$0
(Amount of Sudden Liability Coverage)

\$1,000,000
(Amount of Nonsudden Liability Coverage)

Trust Fund Schedule B

The fund consists of \$ 1,000,000 IN FORM OF CD, #5886510529, SECURED.
AT BRANCA BANKING AND TRUST COMPANY.

Trust Fund Exhibit A

GRANTOR'S FACILITY NAME DONALDSON TIMBER CO., INC

The following is a list of all persons who are authorized by the Grantor to give orders, requests, and instructions to the Trustee:

- HENRY CHRIST