

REC'D OCT 24 2007

**BIDDING DUMPSITES
BY
CUBIC YARD**

**BID PROCESS
CONTRACTS & DOCUMENTS
DRAWINGS & SPECIFICATIONS
ADVERTISEMENT
PERTINENT INFORMATION**

Marion County Fiscal Court

**Keith Brock
Solid Waste & Environmental Coordinator
223 North Spalding Ave.
Room 204
Lebanon, Ky. 40033**

270-692-0799

EXAMPLE 1

SCOTT'S RIDGE DUMPSITE
HWY 527
RAYWICK, KY.

LATITUDE & LONGITUDE

37 Degrees 30.995' 0" / 85 Degrees 26.285' 0"

DUMP LOCATION & SIZE

Scott's Ridge Dumpsite is located approximately 3.96 miles South of Raywick, Kentucky on Highway 527. The main dump begins at a roadside pull off and lookout and continues downslope for approximately 147 yards. The first 75 yards of the dump consists of a steep grade possibly in excess of 70%. The base of the dump consists mainly of bermed waste possibly to a depth of 8-10 feet. The main dump chute is approximately 32 yards wide with the base expanding to a width of approximately 50 yards (See Diagram).

BID SPECIFICATIONS

- Provide proof of valid liability insurance with a minimum of \$300,000 coverage.
- Properly dispose of all waste using the Nelson Co. Landfill as the final disposal point. All waste must go to the Nelson County Landfill.
- Bids must be noted in DOLLARS PER CUBIC YARD.
- The Nelson Co. Landfill will determine the amount of Cubic Yards based on the truck or trailer capacity at the time of entry into the landfill.
- All reimbursement to the contractor will be accomplished based on CUBIC YARDS calculated by the Nelson Co. Landfill at the time of disposal.
- The actual Cost of Disposal paid to the Nelson Co. Landfill will be the responsibility of the Marion Co. Fiscal Court. The contractor is not responsible for the cost of disposal or other tipping fees.
- The contractor must separate all waste into the following categories for transport to and disposal in the Nelson Co. Landfill:
 1. Metals
 2. Tires
 3. All Other Waste
- Contractor must provide documentation consisting of a minimum of three (3) copies of invoices for work completed. Bid (Cubic Yards) must be itemized as noted in the attached Dump Cleanup Expense Log Worksheet in order to obtain reimbursement.
- The contractor may elect to recycle and sell any metals or other items of value from the dumpsite. However, the amount recycled or sold will not be reimbursed as part of this agreement. Only waste taken to the Nelson Co. Landfill will be eligible for reimbursement.

Bid spec sheets
Handed out @
Time of Pre Bid
Conference -
Conference
Videotaped (1)

- Cleanup must be approved by Marion County Fiscal Court and a Representative of the Kentucky Division of Waste Management.
- Comply with Kentucky Department of Transportation Encroachment Permit requirements (if required).
- Dumpsite must be surface cleaned and includes areas to the side of main dumpsite and area below the newly-constructed cul-de-sac terminating at the Rolling Fork River. Both areas should contain only a small amount of waste spillage from main dump site (Tires, Appliances, Litter, etc.). Previous test digs indicate approximately 8-10 of waste in bermed area near lower terminus of dump. It is assumed that much less waste exists in steeper portions of upper dumpsite.
- Surface of dumpsite must be filled to approximate grade evidenced in adjacent landscape. Fill material must be supplied by the contractor and be adequate to establish vegetative growth. Fill material may be available near the dumpsite. Contact Jackie Hunt @ 270-692-2062 or Gary Mattingly @ 270-692-3854 for pricing and arrangements if interested.
- Final surfacing must consist of seeding with Winter Wheat or Rye, Fescue and Crown Vetch in the following amounts:
 1. Wheat or Rye = Sixty (60) Pounds Per Acre
 2. Fescue = Thirty (30) Pounds Per Acre
 3. Inoculated Crown Vetch = Fifteen (15) Pounds Per Acre
- A two (2) inch layer of straw must be applied to the final seeding to assist in erosion control.
- The Marion Co. Fiscal Court will be responsible for road maintenance during the cleanup.
- The contractor must secure all loads during transport to the landfill. Damage or cleanup resulting from load spillage, accident or other such event shall be the sole responsibility of the contractor. The Marion County Fiscal Court shall be held harmless from any liability resulting from such events.
- All dumpsite work and submission of invoices must be accomplished by May 1, 2006. Under current state reimbursement guidelines all work must end May 1, 2006. Work conducted after that date may not be reimbursed. In the event that state funding guidelines permit additional time for work on the Scott's Ridge Dumpsite the contractor will be notified of this extension as soon as possible.
- Deadline for Submission of Bids is 4:00 PM Thursday, March 2, 2006
- Sealed bids must be submitted to:

David R. Hourigan, Marion Co. Judge Executive
102 West Main St.
Lebanon, Ky. 40033

All questions should be addressed to:

Keith Brock
Marion Co. Solid Waste & Environmental Coordinator
270-692-0799 Office
270-402-2316 Cell

WOODED AREA

±50 YDS (150')

±147 YDS. (441')

±32 YDS (96')

BASE OF STEEP SLOPE

±73 YDS (219')

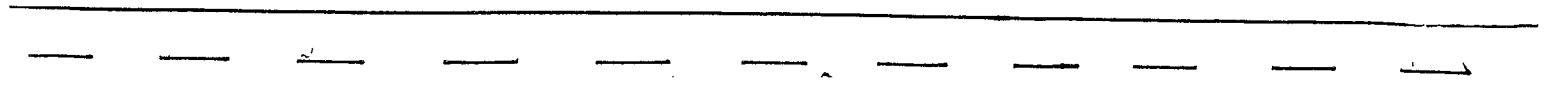
SCOTT'S RIDGE LOOKOUT
PULLOFF

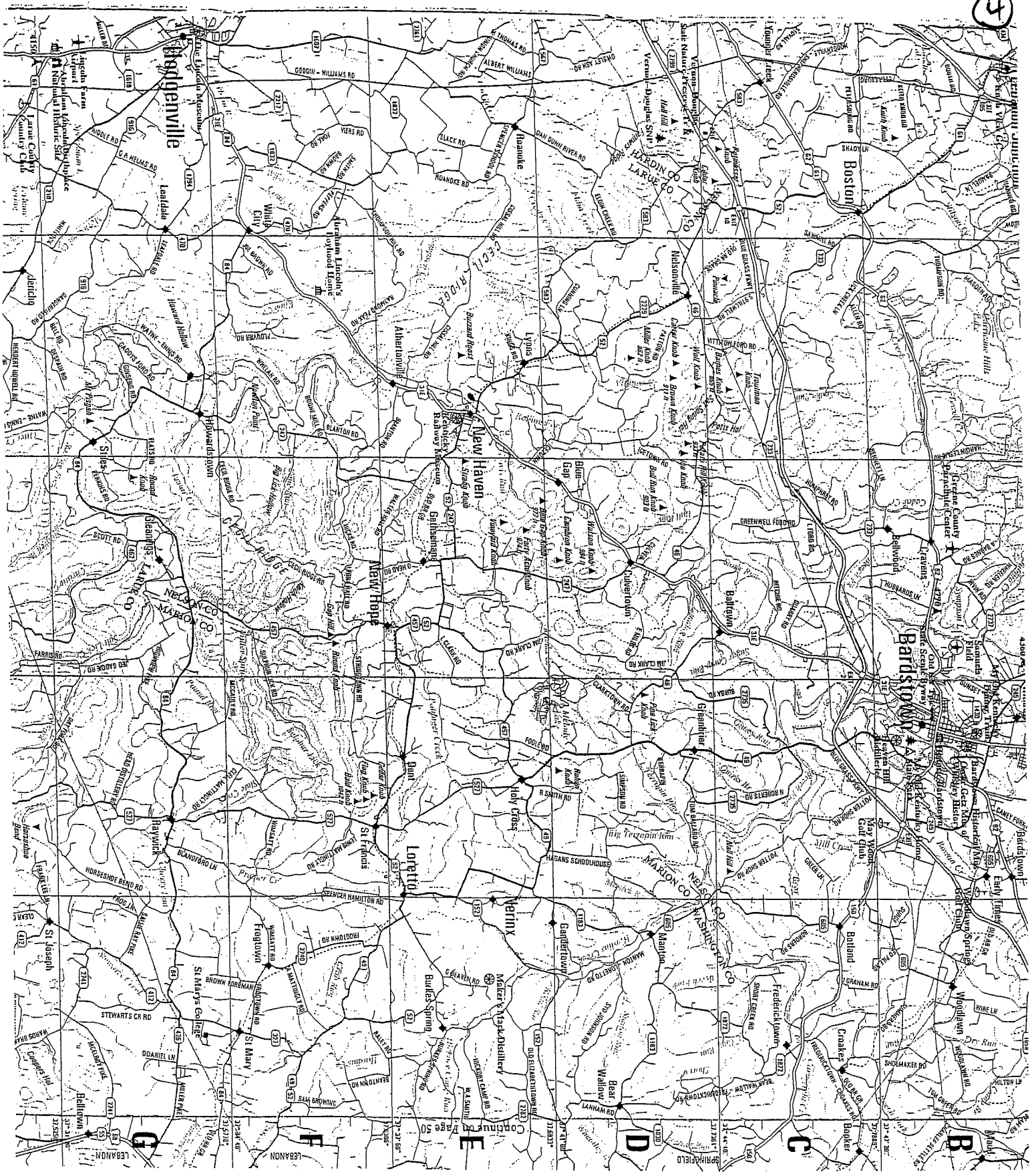
3

TOTAL AREA
(40 YD. AVERAGE
width)

52,920 sq ft.
(1.2149 ACRES)

Diagram ~
Scott's Ridge
Dumpsite
RAYWICK, Ky.





MAP HANDOUT @ PreBio
 CONFERENCE. EACH OF THE
 2 Routes were highlighted
 and labeled.

Mileage to
 Nelson Co.
 from
 Settle Ridge
 Dumpsite
 27.8 miles
 33.04 miles

*Bid Spec
FOR ROAD
CONSTRUCTION
TO DUMPSITE*

①

- I. Description of Work.
 - a. Clearing, Excavating, and Grading.
 - i. Contractor shall clear all vegetation and debris from right-of-way necessary to construct roadway. Removal of debris will be the responsibility of the contractor. Excavating will consist of cutting and filling sections to achieve a stable road base with a uniform cross section. The contractor will be required to move some excavated material to eliminate steep grade changes and fill low areas. It may be necessary to borrow material from off right-of-way to fill some areas of the roadway. Fill material shall not be placed in lifts greater than two feet and all fill must be compacted to a degree suitable to the project engineer. Excavating will also include constructing ditches at any and all locations necessary to provide positive drainage and prevent saturation of the roadway embankment. After completion of all excavation, contractor shall grade and shape entire roadway, including ditches, to ensure a uniform cross section free of irregularities. Grading shall be performed so that the roadway has an adequate crown and positive drainage in all ditches. The project engineer will determine the extent of work necessary and will be responsible for acceptance of work. Areas unsuitable that exhibit pumping, shoving, ponding, or otherwise unstable behavior will require corrective work at no additional cost to the county. These areas and the corrective actions necessary will be determined by the project engineer.
 - b. Culvert Installation.
 - i. Contractor will be responsible for installing culverts at all locations necessary to provide drainage across the roadway. Exact locations and lengths of culverts will be determined by the project engineer. Culvert Installation will consist of excavating trench, placing pipes and hardware, and backfilling and compacting trench.
 - c. Rock Roadbed.
 - i. Contractor shall construct a rock roadbed consisting of six inches of limestone Crushed Stone Base. The roadbed will maintain a 10' width unless specified otherwise by the project engineer. Pull-offs and turnarounds may be required in some locations. The roadbed shall be constructed so that an adequate crown is maintained throughout the project. After final grading and acceptance the contractor shall compact the roadbed. The type of equipment, method of compaction, and amount of compactive effort must meet the approval of the project engineer.
- II. Acceptance of Work and Materials.
 - a. All work and any materials used for completion of the work described hereto must be approved and accepted by the project engineer before payment.

III. Estimated Quantities.

a. Following is a list of estimated quantities of work and material. Actual quantities may vary.

- i. Linear feet of roadway to be cleared and excavated - 1,650'
- ii. Linear feet of roadway to be shaped and graded - 6,680'
- iii. Linear feet of 18" culvert pipe to be installed - 300'
- iv. Linear feet of 24" culvert pipe to be installed - 100'
- v. Linear feet of Rock Roadbed - 6,680'
- vi. Tons of crushed limestone DGA - 1,750 tons

IV. Method of Measurement and Payment.

a. Each item will be paid upon completion and acceptance of work.

- i. Clearing, Excavating, and Grading will not be measured but will be paid for as a lump sum.
- ii. Installation of Culvert pipe will be measured and paid for in linear feet of each size pipe installed.
- iii. Construction of the rock roadbed will be paid for as Tons of Crushed Stone Base.

b. Pay items.

- i. Clearing, Excavating, and Grading - Lump Sum
- ii. 18" Culvert Pipe - Linear Feet
- iii. 24" Culvert Pipe - Linear Feet
- iv. Crushed Stone Base - Tons

V. Notice to Bidders.

- a. Contractors bidding on project are required to make a site visit.
- b. Questions concerning scope of work should be directed to *****.

Published
Newspaper
Notification

5

PUBLIC NOTICE REQUEST FOR BIDS

The Marion County Fiscal Court is soliciting bids from contractors for the Phase One Surface Cleanup and removal of an illegal dump located in Marion County, Kentucky. The dump site is known as the SCOTT'S RIDGE DUMP and is located on Hwy. 527 approximately 3.96 miles South of Raywick, Kentucky. Interested contractors will meet at the newly-constructed Marion County Government Office Building on Spalding Ave. Lebanon, Kentucky Tuesday, February 21, 2006 AT 10:00 AM for a PRE-BID CONFERENCE AND FIELD VISIT to the Scott's Ridge Dumpsite. Bid Specifications and other pertinent information regarding cleaning of this dumpsite will be furnished during the Pre-Bid Conference and Site Visit. Dumpsite Cleanup and Invoice submittal must be completed by May 1, 2006. Deadline for submission of sealed bids will be Thursday, March 2, 2006 at 4 PM.

All contractors considering bidding on this project must attend the Pre-Bid Conference and Site Visit. Marion County Fiscal Court reserves the right to waive any informality or reject any and all bids.

Address questions to: Keith Brock, Marion Co. Solid Waste & Environmental Coordinator at 270-692-0799. Marion County Fiscal Court is an equal opportunity employer.

SCOTT'S RIDGE DUMPSITE
SIGN IN SHEET
TUESDAY, FEBRUARY 21, 2006

NAME	ADDRESS	PHONE NUMBER

Sign in sheet @
Prebid conference

*SAMPLE Q&A
When Talking w/ each
OF Bidders*

Questions/Concerns
Lowest Bidders
Scott's Ridge Dumpsite

Joe Boone Excavating
Land Development Contractor
3160 New Hope Road
New Haven, Ky. 40051
Home - Cell Phone - 502-549-3700
Bid Submitter: Joe Boone

BID: \$19.85 Per Cubic Yard
Straw Mulch or Netting

*502 -
507-5458 cell*

Phone Contact: *Joe Boone*

Questions:

- Your bid stated "Straw Mulch or Netting". What exactly does that statement mean? *STRAW & seed (self explanatory)
seed, netting & straw
(netting to help hold steepest areas)* will do what we require.
- Can contractor start immediately and devote resources to the job until May 1st?
within 1 week Yes
- Does contractor have adequate equipment and manpower to do the work?
Yes
- Would contractor be willing to give the Fiscal Court written assurances that the above needs are met? *Yes*

Equipment & Manpower To be Committed To The Scott's Ridge Cleanup Are:

*3- D6R Dozer
1- Tractor
1- High lift
2 Backhoe (rubber tires)
2 - Dump trailers (30' x 40 yd.)*

*1- Tandem Dumptrailer (20 yd.)
can get manpower - no problem*

Estimated Date Equipment Will Be Moved to Scott's Ridge Dumpsite: *1 wk.*

Estimated Start Date of Waste Removal: *same day as equipment is brought to site*

Other Notes of Interest:

Contacted Nelson Co. Landfill regarding any issues or knowledge they may have regarding contractor. Talked with Brad Spalding and Jim Lamieux. They had the following comments:

CONTRACT

THIS CONTRACT is made and entered into on this 13th day of March, 2006, by and between MARION COUNTY FISCAL COURT, 102 West Main Street, Lebanon, Kentucky 40033 (hereinafter the "County"), and JOE BOONE EXCAVATING, INC., 3160 New Hope Road, New Haven, Kentucky 40051 (hereinafter "Boone"),

WITNESSETH:

WHEREAS, the County has filed an application to participate in the "Kentucky Pride Fund" as described in KRS 224.43-505, for the purpose of recovering costs for the clean up of illegal open dump sites in Marion County, Kentucky, and

WHEREAS, the County has identified an illegal open dump located approximately 3.96 miles South of Raywick, Kentucky, just off of Kentucky Highway 527, commonly referred to as the "Scott's Ridge Dump Site" (hereinafter the "Project"); and

WHEREAS, in accordance with Kentucky statutes and regulations, the County solicited competitive bids for the clean up of the Project and, after considering all of the bids submitted, determined that the bid submitted by Boone was the winning bid; and

WHEREAS, Boone has accepted the award of its bid and is ready and able to begin work on the Project in accordance with the bid specifications, its bid and governing law;

NOW, THEREFORE, in consideration of the above recitals, the County and Boone do hereby agree as follows:

1. **Agreement to Furnish Equipment and Perform Work.**

(a) The County retains Boone as an independent contractor to perform the work set forth in the bid specifications for the Scott's Ridge Dump Site (the "Specifications"), all of which are incorporated herein by reference as if fully set forth. Boone shall furnish, at its expense, all labor, materials, equipment, permits and other incidentals necessary to perform the work set forth in the Specifications. Boone shall perform his work according to the provisions set forth in the Specifications, its bid, addenda and other contract documents, as well as the Kentucky Revised Statutes and any administrative regulations applicable to work performed under the "Kentucky Pride Fund."

(b) Boone agrees to perform his work under the general direction of the County and subject to final approval of the Marion County Solid Waste & Environmental Coordinator (the "Coordinator"). If any questions arise with respect to the interpretation of the Specifications or other provisions of this Contract, those questions shall be submitted to the Coordinator, whose decision shall be final and binding on Boone.

(c) Boone shall be responsible for its work, its materials and equipment, and shall be

liable for all losses and damages to any equipment while on the work site.

(d) Boone shall pay all taxes arising from its performance of its work. Boone assumes exclusive liability for the payment of any contributions or taxes for occupational taxes imposed by the County, for unemployment insurance and any obligations imposed now or hereafter by the government of the United States or of the Commonwealth of Kentucky, which are measured by the wages, salaries or other remuneration paid to persons employed by Boone to work on the Project.

2. Payments to Boone by the County.

(a) Payments shall be made to Boone for work performed under this Contract, at the rates set forth in its bid when and in amounts received by the County from the Kentucky Pride Fund.

(b) The County shall make no payments unless Boone's rate of progress and work performed are in compliance with the provisions of this Contract and Boone is not otherwise in default hereunder. All payments to Boone are conditioned upon receipt by the County of its payment from The Kentucky Pride Fund. Approval of any portion of Boone's work and payment to Boone for that portion does not constitute or imply acceptance by the County of any other portion of Boone's work.

(c) The County may deduct from any amounts due or to become due to Boone any amount owed by it to the County. If Boone breaches any provision or obligation of this Contract, or if a third party asserts a claim or lien against the County, or the premises upon with Boone's work is being performed and that claim or lien is a result of Boone's performance or failure to perform, the County shall have the right to withhold out of payments due or to become due to Boone an amount sufficient to completely protect the County from any and all loss, damage or expense from such breach, claim or lien. The County may withhold that amount until Boone has remedied the claim or lien to the satisfaction of the County.

3. Prosecution of Boone's Work.

(a) Time is of the essence in the performance of Boone's work. Boone agrees to its work punctually so that the entire Project may be completed according to the provisions of the Specifications. Boone shall not be entitled to any damages for delay or acceleration caused by weather or for any other reason.

(b) In the prosecution of Boone's work, Boone agrees to recognize and comply with all agreements, if any, of the County with local property owners. Boone shall comply with all social security laws, unemployment compensation laws, worker's compensation laws, the safety laws and all other federal and state laws and regulations, insofar as they are applicable to the performance of Boone's work.

(c) Boone shall keep the premises of the Project and the roadways leading thereto reasonably clean of debris resulting from the performance of Boone's work. If Boone refuses or fails to do so within 48 hours after receipt of notice of noncompliance from the County, the County may perform the necessary clean up and deduct the cost from any amounts due to Boone.

(d) Boone shall not be entitled to extra compensation for any additional work or changes to the job unless the County has issued a written order for such change. If the County orders extra work and Boone performs it without receiving a written change order, Boone shall be deemed to have waived any claim for extra compensation, regardless of any written or verbal protest or claims by Boone. When Boone proceeds with such changes without a change order it shall be responsible for all costs incurred by the County for changes of any kind made by Boone that increase the cost of the Project.

4. **Insurance and Indemnity.**

(a) Prior to starting Boone's work, it shall procure and maintain workmen's compensation insurance, employer's liability insurance, comprehensive general liability insurance with contractual coverage and automobile liability insurance and such other insurance, to the extent required by this Contract and the Specifications.

(b) To the fullest extent permitted by law, Boone agrees to indemnify, defend and hold harmless the County and all of its agents and employees from and against all claims, damages, liabilities, losses and expenses, including attorney fees, arising out of or resulting from the performance, or failure to perform, Boone's work regardless of whether such is caused in part by a party that is indemnified hereunder.

5. **Termination.**

(a) The following events constitute default of this Contract:

(i) If Boone at any time refuses or neglects to supply sufficient equipment of the proper quality and quantity or properly skilled workmen, or fails in any respect to prosecute Boone's work with promptness and diligence.

(ii) If Boone fails to comply with any of the provisions of this Contract.

(b) If Boone fails to cure the default within the specified period (which period shall not be less than 48 hours) set forth in the County's written notice of default, the County, at its option, may terminate this Contract by delivering written notice of termination to Boone.

6. **Miscellaneous**


(a) Boone shall not assign nor subcontract this Contract or any part or any interest in it without first obtaining the written consent of the County.

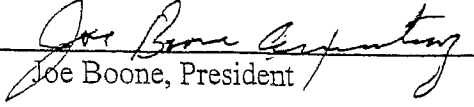
(b) This Contract shall be governed by the laws of the Commonwealth of Kentucky and the venue of any action involving this Contract of the Project shall be brought in the Marion Circuit Court of Kentucky.

IN WITNESS WHEREOF the parties hereto have executed this Contract the day and year above written.

MARION COUNTY, KENTUCKY

JOE BOONE EXCAVATING, INC.

By: 
David R. Hourigan,
Marion County Judge/Exec.

By:  INC.
Joe Boone, President

**SCOTT'S RIDGE
DUMPSITE
ROAD CONSTRUCTION
COST TOTALS**

*Fiscal Court
Briefing Sheet*

DATE	TOTAL COST	AMT. STATE REIMBURSEMENT (75%)	COST TO FISCAL COURT (25%)	COST TO DIVISION WASTE MGMT.
10/27/05	\$74,494.64	\$55,870.98 *	\$18,623.66	\$55,870.98

NOTES

* Reimbursement Received

**SCOTT'S RIDGE
DUMPSITE
TOTALS
ALL ACTIVITY
TO DATE**

DATE	TOTAL COST	AMT. STATE REIMBURSEMENT (75%)	COST TO FISCAL COURT (25%)	COST TO DIV. WASTE MAGT. (75%)
ROAD CONSTRUCTION OCT. 2005	\$74,494.64	\$55,870.98	\$18,623.66	\$55,870.98
DUMPSITE CLEANUP APR/MAY 2006	\$126,933.47	\$95,200.09	\$31,733.38	\$95,200.09
GRAND TOTAL ALL ACTIVITIES (Excluding Wall Construction)	\$201,428.11	\$151,071.07	\$50,357.04	\$151,071.07

WALL CONSTRUCTION *ESTIMATE* = \$13,500

AMOUNT ORIGINALLY ALLOCATED FOR 25% COST SHARING = \$250,000

Marion County Dump Access Road Estimate

ITEM	ESTIMATED QUANTITY	UNIT	UNIT COST (\$)	TOTAL (\$)
CLEARING, EXCAVATING, AND GRADING	1	LUMP SUM	20,000	20,000
CULVERT PIPE, 18"	300	LINEAR FEET	50	15,000
CULVERT PIPE, 24"	100	LINEAR FEET	75	7,500
CRUSHED STONE BASE	1750	TONS	12	21,000

TOTAL ESTIMATE: \$63,500.00

*ROAD ESTIMATE FROM
ENGINEER WORKING
FOR STATE DOT*

CALCULATIONS given
TO FISCAL COURT
Periodically @ Court Meeting

①

SCOTT'S RIDGE DUMPSITE
CALCULATIONS
AS OF WEDNESDAY, APRIL 6, 2006

Metal Removed (No Disposal Cost-Rebated by Nelson Co.) = 1229 Cubic Yards
Landfilled Waste Removed = 3442 Cubic Yards
TOTAL WASTE REMOVED = 4671 Cubic Yards

BOONE EXCAVATING REIMBURSEMENT

4671 Cubic Yards
X \$19.85 Cubic Yard Bid

\$92,719.35 Due to Contractor

Boone Excavating has requested reimbursement from Marion County Fiscal Court in the amount of \$47,838.50 to help defray current costs incurred during cleanup of dump.

Invoices and all paperwork *has* been submitted to Division of Waste Management for reimbursement of 75% of this amount to Fiscal Court (\$35,878.87).

TOTAL COSTS TO DATE

4671 Cubic Yards Removed
X \$19.85 Cubic Yard Bid
\$92,719.35 Due to Contractor

3442 Cubic Yards Landfilled
X \$9.00 Cost of Landfill (Estimate)
\$30,978.00 Disposal Cost

NOTE: All metal removed from dumpsite is recycled. All monies derived from recycling is rebated to Marion County Fiscal Court by Nelson County. No cost of disposal incurred from metal.

\$92,719.35 Contractor
+ \$30,978.00 Cost of Disposal
\$123,697.35 Total Cost to Date (75% back from State)

75% Reimbursement from Division of Waste Management = \$92,773.01

Actual Cost to Marion Co. Fiscal Court After Reimbursement = \$30,924.34**

**SCOTT'S RIDGE DUMPSITE
CALCULATIONS**

4/6/06
(Cont'd)

****NOTE: Does not include previous road construction.**

Cost of road to Fiscal Court approximately \$75,000. 75% of this reimbursed by State (\$56,250.00). Actual approximate cost of road construction to Fiscal Court = \$18,750.00.

**ACTUAL APPROXIMATE COST OF SCOTT RIDGE PROJECT TO MARION
COUNTY FISCAL COURT AFTER STATE REIMBURSEMENTS**

(As of 4/6/06)

\$30,924.34 Cost of Waste Removal & Disposal

\$18,750.00 Road Construction Costs

\$49,674.34 Total Actual Cost to Date (Estimate)

Total funds set aside by Fiscal Court of Scott's Ridge based on original cleanup estimate of \$1,000,000 (25% Match) = \$250,000.

DIFFERENCE = \$200,325.66

**APPROXIMATE PERCENTAGE OF COMPLETION FOR SCOTT'S RIDGE
PROJECT TO DATE: 95%**

Environmental and Public Protection Cabinet
Department for Environmental Protection
Division of Waste Management
Solid Waste Inspection Report

AI ID: 72819 **AI Type:** UNLISTED-Unlisted Agency Interest Type (nec)
AI Name: Scotts Ridge Dump
AI Address: HWY 527 South of Raywick.
City: Lebanon, **State:** Kentucky **Zip:**
County: Marion **Regional Office:** Columbia Regional Office
Latitude: 37.51658333 **Longitude:** -85.43808333
Site Contact: Keith Brock
Title: Marion Co. SWC **Phone #:**
Inspection Type: Open Dump **Activity #:** CIN20050001
Inspection Start Date: October 25, 2005 **Time:** 08:30 AM **End Date:** October 25, 2005 **Time:** 10:15 AM

Lead DEP Investigator: Brian Schrader

General Comments: Open dump verification inspection conducted at request of RCLA Branch. Participants included Keith Brock, Marion Co. SWC, and myself. The weather was 45° and cloudy. We drove in on the newly constructed gravel road, from HWY 527, to the base of the dump. The road was constructed to allow contractors access to the dump in all weather conditions. It consists of a 1.24 mile gravel road, with 3 pull-offs to allow trucks to pass, and a 115' diameter turnaround area at the base of the dump. Two test digs were made, using a track-hoe, to expose cross sections of the dump, one at the base and a second 75' up the hill. The maximum depth of waste at the first test dig was approximately 12'. The depth of waste at the second test dig was approximately 8'. I observed a large amount of complete autos, auto parts, white goods, and assorted metal junk. Very little putrescible waste remains in the dump at the base. The GPS Lat/Long at the turnaround at the base of the dump are: 37° 31' 01.6" / 85° 26' 10.4"

Overall Compliance Status: Not Evaluated

Investigation Results

SI: AREA1

Documentation

- | | |
|--|--|
| <input checked="" type="checkbox"/> Photos taken | <input type="checkbox"/> Record of visual determination of opacity |
| <input type="checkbox"/> Documents obtained from facility | <input type="checkbox"/> Samples taken by DEP |
| <input type="checkbox"/> Samples taken by outside source | <input type="checkbox"/> Regional office instrument readings taken |
| <input type="checkbox"/> Request for Submission of Documents | <input type="checkbox"/> Other documentation |

Inspector:

Brian Schrader

*EXAMPLE OF
INSPECTION FROM
STATE*

Date: 10/27/2005

HOUSE BILL 174 ILLEGAL DUMP REIMBURSEMENT
Attachment A: DWM Regional Office Verification Report for Dump Cleanup

Date: 10-25-05 Not/Com # of TEMPO #: 72819 County MAHON

Dump Name: SCOTTS RIDGE DUMP Lat/Long: 37°31'01.6"/85°26'10.4"

Date dumpsite inspected prior to cleanup: YES 10-25-05

Pre

This is to verify that the above referenced dump has been successfully cleaned.

DWM Regional Office Inspector Name: _____

Signature: _____

DWM Regional Office Location: _____

Date of final inspection: _____

Post

STATE
CERT. OF
DUMP

Dump Characterization Worksheet

Location/Name: _____
 Incident Number (if applicable): _____
 Directions from County Courthouse: _____

Latitude: _____ Longitude: _____

Dump Size: $\text{Width (ft) h} \times \text{Length (ft) h} \times \text{Depth (ft) h} = \text{Volume (ft}^3\text{)}$

How many single axle dump truck loads? _____

- Contents: Household
- (check all that apply)
- CD/D Building Material
 - CD/D Concrete
 - Brush or landscape
 - Appliances How many? _____
 - Tires How many? _____
 - Any Hazardous Material Describe: _____
 - Other List: _____

- Accessibility: Paved Steep Slope Trees surrounding site
- (check all that apply)
- Gravel/Dirt Road Water Surrounding Site
 - Other List: _____

- Type of Setting: Public Property Residential Area Private Property
- (check all that apply)
- Floodplain/Floodway Woods
 - Open Field Creek/River Bank
 - Sinkhole Old Quarry Pit
 - Cliff Roadside
 - Hillside
 - Other List: _____

Is there a well within 500 ft. of an open dump? Yes No How Far? _____

Date Dumpsite Identified: _____

Date to Clean: _____

List any local (schools, historic sites, etc.) factors and environmental issues of concern: _____

Responsible Party Known? Yes No List names and collection evidence _____

Enforcement Actions Underway? Yes No

Provide Digital Photos When Available

STANDARD
FORMS

Not/Com/TEMPO # 078-03
37° 30.995' 0" / 85° 26.285' 0"

Dump Name Scott's Ridge

Disposal Fees

Facility Name & Location	Tons Disposed or Recycled	Per Ton Cost	Total	Funding Source

DISPOSAL TOTAL: _____

Labor Costs

Employee Name & Title	Actual Work Hours	Hourly Wage	Total	Funding Source

LABOR TOTAL: _____

Miscellaneous Supplies

Specific Item	Quantity	Per Unit Cost	Total	Funding Source

MISCELLANEOUS TOTAL: _____

GRAND TOTAL COSTS: _____

County Representative Name and Position _____

Signature _____

HOUSE BILL 174 ILLEGAL DUMP REIMBURSEMENT
Attachment C: Dump Cleanup Expense Log Worksheet

Instructions: The participating County is responsible for completing this form to itemize the actual cleanup cost for each individual dump. Enter required information in the spaces below. If portions of the cleanup cost are through in-kind services or other grant sources, please indicate those costs by checking the in-kind services column. *Attach invoices, photographs and DWM Verification Report.*

County _____

Date _____

Not/Com/TEMPO # _____

Dump Name _____

Equipment Costs

Equipment Type	Actual Hourly Rate (Not to exceed Maximum Allowable Hourly Rate)	Hours Used	Total	Funding Source: County, PRIDE, or In-Kind Expenses
Bulldozer, 370-500 h.p.				
Bulldozer, 270-369 h.p.				
Bulldozer, 200-269 h.p.				
Bulldozer, 140-199 h.p.				
Bulldozer, 120-139 h.p.				
Bulldozer, 100-119 h.p.				
Bulldozer, 50-99 h.p.				
Rubber Tired Backhoe				
Crawler-Mounted Backhoe				
Excavator				
Track Loader				
Dumptruck, Single				
Dumptruck, Double-Axle				
Dumptruck, Triple Axle				
Pickup, 2 Wheel Drive				
Pickup, 4 Wheel Drive				
Crewcab, 2 Wheel Drive				
Crewcab, 4 Wheel Drive				
Roll-Off				
Other				
Other				

EQUIPMENT TOTAL: _____

*STANDARD
FORMS*

MARION COUNTY FISCAL COURT**PRE-BID SPECIFICATIONS*****ROLLERTOWN ROAD DUMP*****WREN DUMP*****MILL DAM ROAD DUMP*****MOORE'S CREEK ROAD DUMP*****DRY FORK ROAD DUMP****DUMP LOCATIONS****(GPS Coordinates in Decimal Degrees)**

Rollertown Road Dumpsite is located on private property off Hwy 337 on Rollertown Road in the Gravel Switch, Kentucky community. Land is owned by Clara Potts who resides at 75 Rollertown Road, Gravel Switch. This dumpsite is located @ the following GPS Coordinates: Lat 37.568960000 Long -85.08105000. The dumpsite measures approximately 150'X30'X5' and is assumed to be a surface dumpsite. Access to the dumpsite will be by dirt road that lies adjacent to the Clara Potts residence. Permission to enter for the purpose of cleaning this dumpsite has been granted to the contractor through an authorization and release form currently on file with the Marion County Fiscal Court.

Wren Dumpsite is located on private property off Riley-Gravel Switch Road in the Gravel Switch, Kentucky community. This dumpsite is located @ the following GPS Coordinates: Lat 37.57213000 Long -85.05339000. The Wren dumpsite measures approximately 165'X60'X5' and is assumed to be a surface dumpsite. Access to the dumpsite will be by a locked gate off the Riley-Gravel Switch Road. An access key to the gate entrance will be provided to the contractor by the Marion Co. Solid Waste & Environmental Coordinator. Permission to enter for the purpose of cleaning this dumpsite has been granted to the contractor through an authorization and release form currently on file with the Marion County Fiscal Court.

Mill Dam Road Dumpsite is located on private property off Hwy 289 in the New Market community. This dumpsite is located at the following GPS Coordinates: Lat 37.46976000 Long -85.30423000. The Mill Dam Road dumpsite is difficult to calculate with regard to size. However, estimates indicate sporadic waste strewn over an area of approximately 165'X45'. This dumpsite contains primarily appliances and some CD&D waste items that have been dumped from a small bridge that crosses a tributary of the Rolling Fork River. High water has carried some items downstream for approximately 165'. Viewing the dumped items during the pre-bid site visit should illustrate the type of equipment needed to retrieve the dumped items. Permission to enter for the purpose of cleaning this dumpsite has been granted to the contractor through an authorization and release form currently on file with the Marion County Fiscal Court.

Moore's Creek Road Dumpsite is located on public county road right-of-way off US Hwy 68 South near the Taylor county line. This dumpsite is located at the following GPS Coordinates: Lat 37.46976000 Long -85.30423000. The Moore's Creek Road dumpsite is a very small dumpsite that is directly adjacent to a creek and has been used for dumping a variety of waste. This dumpsite probably originated as a place for dumping brush and other yard waste and has subsequently been used for other types of waste. The Moore's Creek dumpsite measures approximately 33'X15'X4' and is assumed to be a surface dumpsite. Access to the dump will be from Moore's Creek Road and permission to enter is not necessary since this is a county road. Traffic control should be exercised in the cleaning of this dumpsite.

Dry Fork Road Dumpsite is located on private property off Hwy 527 approximately 4 miles South of the Raywick, Kentucky community. The dumpsite is located at the following GPS coordinates: Lat 37.526861 Long -85.445917. The Dry Fork Road dumpsite measures approximately 100'X25'X5'. This dumpsite is located on private property and is accessed off Dry Fork Road through a locked cable. A key for the cable will be provided to the contractor by the Marion Co. Solid Waste & Environmental Coordinator. Some special notes regarding the Dry Fork dump: This dumpsite lies adjacent to an old logging road. During the last logging operation, the logger tried to cover the waste material by pushing dirt over the top of the dumped waste at several locations along the road. Spotting the dumped waste while simply walking the old logging road is difficult. Leaving the road for a few feet and looking back toward the logging road will reveal the "backside" of the dumped waste that contains little or no cover material. Estimates of the exact size of these dumped items is difficult to calculate. The above calculations assume that the bermed waste is excavated and pushed to a central pile for removal to the landfill. Your guess is as good as our guess! Exact volume of waste should not be of extreme importance since you will be paid by cubic yards taken to the landfill. However, excavation time is a large factor with the Dry Fork Road dump.

NOTE:

- The above narratives are presented to help each contractor figure the dumpsites being bid. All calculations are *only* estimates! *You* put the pencil to it...and good luck!
- Please be aware that most of these dumpsites are located on private property. You must respect each owner's privacy and land ownership rights. Please work at each site with an awareness of these facts.

BID SPECIFICATIONS

- Contractor must provide proof of valid liability insurance with a minimum of \$300,000 coverage.
- Properly dispose of all waste using the Nelson County Landfill as a final disposal point. All waste must go to the Nelson County Landfill. *The only exception* to using the Nelson County Landfill as a final disposal point concerns the recycling of metal waste contained in the dumpsites. The contractor may elect to recycle metal contained in the dumpsites to be cleaned and retain all proceeds from the sale of the metal. In this case, the contractor will not be paid a cubic yard price for the metal waste recycled in this manner.
- The Nelson County Landfill will determine the amount of Cubic Yards based on the truck or trailer capacity at the time of entry into the landfill. All waste must be weighed by landfill personnel upon entry at the landfill.
- Bids must be submitted in DOLLARS PER CUBIC YARD. One Bid All Five Dumps.
- All COSTS OF DISPOSAL at the Nelson County Landfill will be paid by the Marion County Fiscal Court. The contractor is NOT responsible for any disposal costs or other tipping fees.
- All reimbursement to the contractor will be accomplished based on CUBIC YARDS as calculated by the Nelson Co. Landfill at the time of disposal.
- The contractor must separate waste removed from each dumpsite into the following categories for transport to and disposal in the Nelson Co. Landfill:
 1. METALS
 2. TIRES
 3. ALL OTHER WASTE
- Contractor must provide documentation consisting of a minimum of three (3) copies of invoices for work completed. Bid (Cubic Yards) must be itemized as noted in the attached Dump Cleanup Expense Log Worksheet in order to obtain reimbursement.
- Cleanup of each dumpsite must be approved by the Marion County Fiscal Court and a Representative of the Kentucky Division of Waste Management.
- Comply with Kentucky Department of Transportation Encroachment Permit requirements (if required).
- Dumpsite must be surface cleaned of all visible waste.
- Surface of dumpsite must be filled to approximate grade evidenced in adjacent landscape. Fill material must be supplied by the contractor when such material is not available at the dumpsite.
- The contractor is Not required to seed the final gradework.

Pre-Bid Specs – Marion County
2007 – Five Dump Cleanup

- The contractor must properly secure all loads during transport to the landfill or recycling facility.
- Damage or cleanup resulting from road spillage, accident or other such event shall be the sole responsibility of the contractor. The Marion County Fiscal Court shall be held harmless from liability resulting from such events.
- All dumpsite work and submission of invoices must be accomplished by MONDAY, OCTOBER 1, 2007. Work conducted after that date may not be eligible for reimbursement.
- DEADLINE FOR SUBMISSION OF BIDS is 4:00 PM Thursday, May 17, 2007.
- Sealed Bids must be submitted to:

John G. Mattingly, Marion County Judge Executive
David R. Hourigan Government Office Bldg.
223 North Spalding Ave.
Room 201
Lebanon, Ky. 40033

- All Questions should be addressed to:
Keith Brock
Marion Co. Solid Waste & Environmental Coordinator
223 North Spalding Ave.
Room 204
Lebanon, Ky. 40033
270-692-0799 Office
270-402-2316 Cell

**CONTRACTOR
QUESTIONS
FIVE DUMP CLEANUP
MAY 2007**

CONTRACTOR:
American Enviro-Services
Crestwood, Ky.

BID AMOUNT:
\$18.78 Cubic Yard

CONTACT PERSON/PHONE:
Jerry McCandless, Owner
502-241-4171

CONTACT DATE:
Tuesday, May 29, 2007

- **Can contractor devote resources to project insuring completion by Oct. 1, 2007? YES**

- **What Equipment and Manpower will be devoted to project?
315 TRACK HOE w/GRAPPLER – TWO TRI-AXLE DUMP TRUCKS
ONE D-3 BULLDOZER – 5 OR 6 WORKERS**

- **Willing to sign Contract with Fiscal Court? YES**

- **Estimated Date Equipment will be moved to dumpsite?
2 – 3 WEEKS**

- **Estimated Start Date of Work at dumpsites?
AFTER EQUIPMENT IS MOVED TO FIRST SITE**

- **Will all dumpsites be cleaned after initial start of work or will work be on sporadic basis? ALL DUMPS ONCE EQUIPMENT IS MOVED TO SITE**

- **Has contractor cleaned illegal dumpsite in the past? If so, where?
YES – BELL COUNTY, KENTUCKY**

- **References:
Greenup County, Kentucky
Dennis Bass, EMS Coordinator
Called Mr. Bass and he stated..."Couldn't get a better firm that will do what they say they will do. Will bend over backwards and can't pat them on the back enough. They worked on a sunken tug boat in the Little Sandy River to remediate a spill of diesel, oil and gas".**

Teledyne Portland Forge, Lebanon, Kentucky

Richard Osborne

692-3554 Ext. 214

Called Mr. Osborne and he stated..”have worked with American Enviro-Services for approximately 7 seven years. They pump our waste pits, dispose of waste oil soaked mats, etc. They do fine work and am very pleased”.

Jefferson County Health Department

Connie Mendel – Environmental Services Supervisor

502-574-6650

Called Ms. Mendel and she stated...”that, being a state agency, they could not recommend any specific firm to do environmental remediation. However, American Enviro-Services has done a lot of work in Jefferson County and are a very professional firm. She indicated that, whenever American Enviro-Services showed up on the scene of a spill or other type mitigation projects the government workers could go home because, unlike other firms, they know that the job, paperwork and waste disposal would be done properly”.

ILLEGAL OPEN DUMP REIMBURSEMENT GRANT PROGRAM
Expense Log Voucher

DEC - 6 2007

Instructions: The participating County is responsible for completing this form to itemize the actual cleanup cost for each individual dump. Enter required information in the spaces below. If portions of the cleanup cost are through in-kind services or other grant sources, please indicate those costs the in-kind services column. *Attach invoices, photographs and DWM Verification Report.*

County Marion

Date 12/04/07

Not/Com/TEMPO # 81261

Site Name Wren Dump
Gravel Sitch, Ky.

Equipment Costs

Equipment Type	Actual Hourly Rate (Not to exceed Maximum Allowable Hourly Rate)	Hours Used	Total	Funding Source: County, PRIDE, or In-Kind Expenses
Bulldozer, 370-500 h.p.				
Bulldozer, 270-369 h.p.				
Bulldozer, 200-269 h.p.				
Bulldozer, 140-199 h.p.	55.00	32	1760.00	County/Pride
Bulldozer, 120-139 h.p.				
Bulldozer, 100-119 h.p.				
Bulldozer, 50-99 h.p.				
Rubber Tired Backhoe				
Crawler-Mounted Backhoe				
Excavator	70.00	64	4480.00	County/Pride
Track Loader				
Dumptruck, Single				
Dumptruck, Double-Axle	25.00	64	1600.00	County/Pride
Dumptruck, Triple Axle				
Pickup, 2 Wheel Drive				
Pickup, 4 Wheel Drive				
Crewcab, 2 Wheel Drive				
Crewcab, 4 Wheel Drive				
Roll-Off				
Other				
Other				

EQUIPMENT TOTAL: 7840.00

County Marion

Not/Com/TEMPO # _____

Site Name Wren Dump
Gravel Switch, Ky.

Disposal Fees

Facility Name & Location	Tons Disposed or Recycled	Per Ton Cost	Total	Funding Source
<u>Nelson Co. Landfill</u> <u>Bardstown, Ky.</u>	<u>160.15</u> <u>(415 cu yds.)</u>	<u>23.52</u>	<u>3766.28</u>	<u>County/Pride</u>

DISPOSAL TOTAL: 3766.28 ^{156.78 based on total receipt}
3609.50

Labor Costs

Employee Name & Title	Actual Work Hours	Hourly Wage	Total	Funding Source
<u>3 Employees</u>	<u>24</u>	<u>15.00</u>	<u>360.00</u>	<u>County/Pride</u>
<u>Michael Kidd</u> <u>Lite</u>	<u>(8 hrs.)</u>			
<u>Derek Williams</u> <u>worker</u>	<u>(8 hrs.)</u>			
<u>Dallas Boler</u>	<u>(8 hrs.)</u>			

LABOR TOTAL: 360.00

Miscellaneous Supplies

Specific Item	Quantity	Per Unit Cost	Total	Funding Source
<u>Channel 6 TV</u>	<u>1 TAPE</u>	<u>100.00</u>	<u>100.00</u>	<u>County/Pride</u>
<u>Tape Rec'd Conference</u>	<u>SESSION</u>			

MISCELLANEOUS TOTAL: 100.00
GRAND TOTAL COSTS: 11,851.80 ^{11,809.50}

County Representative Name and Position
Signature [Signature]

Marion Co. Solid waste & Environmental Coord.



Marion County Solid Waste & Environmental Coordinator

Marion County Fiscal Court

223 North Spalding Avenue

Room 204

Office Phone: (270) 692-0799

Lebanon, KY 40033

Fax: (270) 692-9487

May 1, 2007

To:

Dear Mr. _____,

I will be holding a pre-bid conference with potential dump site cleanup contractors at 10:00 AM next Tuesday, May 8th at the David R. Hourigan Government Office Building in Lebanon. The purpose of meeting with the contractors is to inform them of the requirements for cleaning the dumpsite located on your property. It will *not* be necessary for you to be present at this meeting. However, I will need access to the property if locked.

After a short meeting at the Government Office Building we will be visiting your dumpsite in order for each potential bidder to view the actual amount of waste on your property. This visit will allow each potential bidder to more accurately calculate their individual bid.

I simply wanted to inform you that we will be visiting your property for the above purpose shortly after the meeting on May 8th. We will be coming to your property sometime shortly after Noon on May 8th.

Final bids from each contractor will be opened at the regular Marion County Fiscal Court meeting to be held at 4:00 PM on Thursday May 17th. Cleanup of the actual dumpsite must take place prior to October 1, 2007.

Thank you for your cooperation!

Sincerely,

Keith E. Brock, R.S.,R.E.H.S.

Marion County Solid Waste & Environmental Coordinator



Marion County Solid Waste & Environmental Coordinator

Marion County Fiscal Court

223 North Spalding Avenue

Room 204

Office Phone: (270) 692-0799

Lebanon, KY 40033

Fax: (270) 692-9487

April 30, 2007

Dear Sir,

The Marion County Fiscal Court has advertised for the cleanup of five (5) dumpsites in Marion County, Kentucky. Since your firm was present at the pre-bid conference for the Scott's Ridge Dumpsite cleanup on February 21, 2006, we wanted you to know about this new opportunity for the cleanup of dumpsites in our county.

I have enclosed a copy of the advertisement for these dumpsite cleanups that was placed in *The Lebanon Enterprise* on April 25th for your information and possible action. This same advertisement will run again on May 2nd.

If you have interest in bidding on these dumpsites please insure that you have a representative present at the pre-bid conference to be held on Tuesday, May 8th, 2007.

Sincerely,

Keith E. Brock, R.S., R.E.H.S.
Marion County Solid Waste & Environmental Coordinator

Encl.



Marion County Solid Waste & Environmental Coordinator

Marion County Fiscal Court

223 North Spalding Avenue

Room 204

Office Phone: (270) 692-0799

Lebanon, KY 40033

Fax: (270) 692-9487

July 2, 2007

Jennifer Lanham
American Enviro-Services
7416 Highway 329
Crestwood, Ky. 40014

Dear Ms. Lanham,

Your firm recently received the bid to clean five (5) illegal roadside dumps in Marion County, Kentucky. I have enclosed a standard contract between your firm and the Marion County Fiscal Court that must be signed and returned prior to the initiation of any cleanup activity at these dumpsites. A recent conversation with Jerry McCandless indicated that you would be the primary signatory since he would be out of the country for the next few weeks.

Please review this contract and return it to my office signed at your earliest convenience. If you have any questions regarding this document please contact me.

Sincerely,

Keith E. Brock
Marion Co. Solid Waste & Environmental Coordinator

Encl.



Marion County Solid Waste & Environmental Coordinator

Marion County Fiscal Court

223 North Spalding Avenue

Room 204

Office Phone: (270) 692-0799

Lebanon, KY 40033

Fax: (270) 692-9487

October 9, 2006

Leslie J. King, Supervisor
Division of Waste Management
Resource Conservation & Local Assistance Branch
14 Reilly Road
Frankfort, Ky. 40601

Dear Ms. King,

Enclosed please find a Quarterly Progress Report covering five (5) illegal open dumps in Marion County. This report is pursuant to the requirements outlined in the Illegal Open Dump Grant Disbursement Agreement between Kentucky Division of Waste Management and the Marion County Fiscal Court. The report covers the period ending October 15, 2006.

If you have additional questions regarding this submission please feel free to contact me.

Sincerely,

Keith E. Brock, R.S., R.E.H.S.
Marion County Solid Waste & Environmental Coordinator

Encl.

Cc: John A. Elder
Marion Co. Judge Executive

*Property
Owner
Release*

AUTHORIZATION AND RELEASE

THIS AUTHORIZATION AND RELEASE is made and entered into on this ___ day of _____, 2007, by and between MARION COUNTY FISCAL COURT, its agents, officials and employees, 223 North Spalding Avenue, Lebanon, Kentucky 40033 (hereinafter the "County"), and _____, whose address is _____, Kentucky _____ (hereinafter "Property Owner"),

WITNESSETH:

WHEREAS, the County has identified an illegal open dump located on the property of the Property Owner located at _____ and in accordance with Kentucky statutes and regulations, monies may be allocated to clean up said illegal dump site; and

WHEREAS, Property Owner is desirous of having the illegal open dump located on his/her property cleaned and therefore agrees to assist the county in this effort.

NOW, THEREFORE, in consideration of the above recitals, the County and Property Owner do hereby agree as follows:

1. **Authorization to Come Upon Property.** Property Owner, by execution hereof, does authorize the County, to come upon his/her property at all reasonable hours for the purpose of remediation of the illegal dump located upon the property. Property Owner does further authorize the County to bring upon the property necessary vehicles and equipment to complete the remediation of the illegal open dump.
2. **Agreement to Provide Equipment and Perform Work:** The Property Owner shall not be obligated to contribute to the cost of remediation of the illegal open dump and the County shall furnish, at its expense, all labor, materials, equipment, permits and other incidentals necessary to perform the work. However, the Property Owner shall be responsible for any grade work, sodding, seeding or finish work of the property to return the property to a condition satisfactory to Property Owner.
3. **Release.** Property Owner does hereby release and discharge the County for any damages or injury which may occur upon the property unless such damages or injury is the result of the gross negligence of the county.
4. **Future Access.** In consideration of the work and remediation performed by the County, Property Owner agrees and covenants that he/she will take reasonable measures, including fencing, so as to restrict access to the site cleaned up by the County so as to deter future dumping at said site.

IN WITNESS WHEREOF the parties hereto have executed the Authorization and Release the day and year above written.

MARION COUNTY, KENTUCKY

By: _____
Keith E. Brock, Marion County Solid Waste
& Environmental Coordinator

Property Owner

STATE
INFO
LETTER



ERNIE FLETCHER
GOVERNOR

ENVIRONMENTAL AND PUBLIC PROTECTION CABINET

DEPARTMENT FOR ENVIRONMENTAL PROTECTION
DIVISION OF WASTE MANAGEMENT
14 REILLY ROAD
FRANKFORT, KENTUCKY 40601-1190
www.kentucky.gov

LAJUANA S. WILCHER
SECRETARY

October 21, 2005

To: County Judge Executives and Solid Waste Coordinators

IMPORTANT ANNOUNCEMENT

Please be advised Division of Waste Management field inspectors must inspect all illegal open dumps, which the county expects to request reimbursement through House Bill 174, prior to the dumpsite being cleaned.

401 KAR 49:080 defines an illegal open dump as "any facility or site for the disposal of solid waste that does not have a valid permit issued by the cabinet or does not meet the standards established by the cabinet and is equal to or greater than two (2) consolidated cubic yards of solid waste."

Documentation for identifying and characterizing illegal dumpsites is a part of the annual report form.

If you have any questions, please contact Leslie King at (502) 564-6716, ext. 631.

Respectfully,

A handwritten signature in black ink, appearing to read "R. Bruce Scott".

R. Bruce Scott, Director
Division of Waste Management

