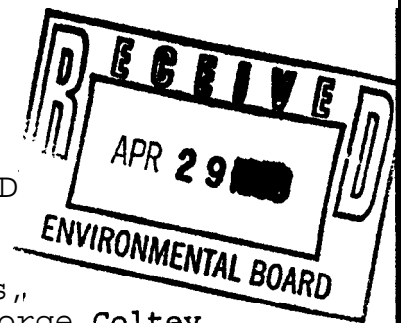


VERMONT ENVIRONMENTAL BOARD
10 V.S.A. Chapter 151



In the Matter of:

Lula DuBois,
Fay and George Coltey,
R. E. Tucker, Inc.
Land Use Permit #5W0837,
#5W0837 (Reconsideration),
#5W0837-1, #5W0837-2,
#5W0837-2-EB
REVOCATION

ASSURANCE OF DISCONTINUANCE

In settlement of the violations of Land Use Permit #5W0837, as amended, and in accordance with the Findings of Fact, Conclusions of Law and Order issued by the Environmental Board on January 19, 1988, pursuant to 10 V.S.A. § 6005, the Environmental Board and the Permittees Lula DuBois, Fay and George Coltey, and R. E. Tucker, Inc. hereby stipulate and agree to the following:

I. FINDINGS OF FACT

1. Lula DuBois and Fay and George Coltey are the owners of a gravel pit which is leased to the operator of the pit, R. E. Tucker, Inc.
2. The Permittees received Land Use Permit #5W0837 on October 9, 1985, authorizing the operation of the pit. The Permit was amended by #5W0837 (Reconsideration) on November 26, 1985, #5W0837-1 on April 18, 1986, #5W0837-2 on June 23, 1986, and #5W0837-2-EB on January 14, 1987. (The original Permit and all subsequent amendments thereto are hereinafter referred to as "the Permit.")
3. The Board received a petition to revoke the Permit on July 30, 1986. After conducting public hearings on the revocation petition on May 6, May 27, and September 9, 1987, the Board found that the Permittees had violated the Permit and that grounds for revoking the Permit exist.
4. Rather than revoking the Permit at this time, the Board decided to exercise its discretion under Board Rule 38(A) (3) to allow the Permittees an opportunity to correct past violations. Failure to correct past violations and to comply with this Assurance will result in revocation.

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II. ASSURANCE

1. The Permittees agree to comply fully with the requirements of Land Use Permit #5W0837 and all amendments thereto.
2. The Permittees agree to adhere to the maximum extraction limit of 25,000 cubic yards per year.
3. The Permittees agree to apply calcium chloride to the pit's access road beginning at the entrance on Route 12A for its entire length into the pit in accordance with the standards contained in Exhibit #18 of Land Use Permit Application #5W0837, which requires the application of 1500 pounds each spring and thereafter as necessary to control road dust.
4. The Permittees agree that there will be no servicing of vehicles, including changing of oil, at the site. Routine lubrication of vehicles is permitted.
5. The Permittees agree that the pit will be operated only between the hours of 7:00 a.m. to 5:00 p.m. Monday through Friday and 9:00 a.m. to 12:00 noon on a maximum of 19 Saturdays per year (in accordance with condition #6 of Land Use Permit Amendment #5W0837-2-EB), and that the pit will not be operated on State and federal holidays as recognized by legislative enactments.
6. The Permittees agree that vehicles in the pit will adhere at all times to the circular traffic plan indicated on Exhibit #19 of Land Use Permit #5W0837.
7. The Permittees agree that there will be no open burning of trees, brush or other materials at the site.
8. The Permittees agree that no trucks will enter or leave the project site from Home Wilde Lane, except when gravel is being delivered to residences or land located on Home Wilde Lane, and except for delivering or removing machinery or equipment which is too large to cross the access bridge.
9. The Permittees agree to comply with the erosion control and mining plans as approved by the District Commission.
10. The Permittees agree to comply with Condition #11 of Land Use Permit #5W0837 which requires the Permittees to submit a written report with a site plan that documents the limits of site excavations and reclamation procedures each year within 30 days of the close of pit operations.

11. The Permittees agree to reclaim all areas of the pit that have been exposed and to progressively reclaim the site as long as extraction continues. The Permittees agree to file with the District Commission, on or before May 8, 1988, a reclamation plan designed to minimize the exposed areas to the greatest extent possible and a proposed schedule for implementing such plan. The Permittees agree to comply with the schedule for reclamation as approved by the District Commission.
 12. Notwithstanding, the Permittees agree immediately to begin reclamation of all opened areas of the pit not in current use.
 13. The Permittees agree that on or before May 8, 1988, they shall provide the Environmental Board with an irrevocable letter of credit in the amount of \$10,000, in the name of the Environmental Board, to ensure compliance with the reclamation plan.
 14. Failure of the Permittees to sign this Assurance by May 8, 1988, or to comply with any provisions herein will result in revocation of the Permit in accordance with the Board's Order of January 19, 1988.
 15. The Permittees agree that they will not operate the gravel pit until they have signed this Assurance and submitted an irrevocable letter of credit in the amount of \$10,000.
 16. This Assurance shall be binding upon the Permittees and their heirs, successors and assigns, and upon the agents, officers, and employees of R. E. Tucker, Inc.
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The conditions of this Assurance of Discontinuance are approved and accepted.

Dated: 04/20/88

Lula G. DuBois
Lula DuBois

Dated: 04/20/88

Fay Coltey
Fay Coltey

Dated: 04/20/88

George Coltey
George Coltey

Dated: 04/20/88

R. E. Tucker
R. E. Tucker, Inc. by
its duly authorized
representative

Dated: 4/18/88

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Lawrence H. Bruce, Jr.
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