



0017

STATE OF UTAH  
NATURAL RESOURCES  
Oil, Gas & Mining

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May 30, 1988

Ms. Jean Semborski  
Environmental Coordinator  
U. S. Fuel Company  
Hiawatha Mine  
Hiawatha, Utah 84527

Re: U.S. Fuel Company, Hiawatha Mine, ACT/007/011, Carbon County,  
Utah

Dear Jean,

Please excuse us for the tardy response to your March 30, 1988 letter summarizing the verbal agreement established between U. S. Fuel and DOGM regarding maintenance of the pipeline at the "Mohrland Road" area. I believe your letter documents the spirit of the meeting well and offer the following changes:

U.S. Fuel will install up to three (3) additional water bars on the Mohrland Road in locations mutually agreed upon.

Comment: U.S. Fuel will install additional hydrologic controls, including water bars and/or riprapped channels along the Mohrland Road as mutually agreed upon in joint field review.

U.S. Fuel will inspect the pipeline in the Mohrland area at least twice a week during the critical seasons i.e., late Fall, early Spring, and once per week during less critical time of the year.

Comment: Based upon recent performance of the pipeline (leak record) there does not appear to be a critical season. A twice weekly inspection should be conducted year-round.

U.S. Fuel will make a record of all inspections and brakes in the pipeline.

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Comment: No change.

U.S. Fuel will repair leaks as expeditiously as possible and road damage caused by leak will be fully repaired as weather conditions permit.

Comment: The Division will prefer to modify this by saying U.S. Fuel will repair leaks as expeditiously as possible and road and attendant damage caused by a leak will be fully repaired, as weather conditions permit.

The Division retains right to take appropriate action..... With regard to this section, the Division will make every attempt to notify U.S. Fuel in the event of the necessity of issuing an NOV. Statutorily DOGM cannot agree not to issue an NOV prior to giving U.S. Fuel an opportunity to respond. I would feel more comfortable if the Division were to receive a redrafted version of the March 30, 1988 letter with this particular section deleted but with the understanding that the Division will work with U.S. Fuel in terms of notification.

U.S. Fuel will not be held responsible for problems resulting from activities conducted by other parties such as Emery County Road Department, or climatic events. The Emery County Road Department will be notified of this agreement to seek their cooperation.

Comment: No changes required to this section.

Jean, please feel free to call and discuss the above changes, if you feel they diverge significantly with our verbal agreement. Again I apologize for the late response to you.

Sincerely,



L. P. Braxton  
Administrator  
Mineral Resource Development  
and Reclamation Program

LPB/as  
cc: S. Linner  
Daron Haddock  
0799R/24-25