

Rebuttal to Wake Stone Statements Concerning the proposed Quarry on RDU Land at the May 21, 2019 Raleigh City Council meeting.

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The four local governments (City of Raleigh, City of Durham, County of Wake and County of Durham) that own RDU and the Odd Fellows tract must not abdicate their authority to evaluate the merits of the proposed quarry. The quarry would permanently destroy irreplaceable, forested public land, better dedicated to genuine recreational needs. There are better ways to fund RDU airport than cannibalizing scarce public resources. The Conservation Fund purchase proposal allows for substantial guaranteed RDU revenue and perpetual public use of this gem.

I am a plaintiff in the litigation to void the RDU mineral lease of the Odd Fellows tract for a quarry on the grounds that local governments must approve the commercial sale of public property, the very soil and rock that constitutes the land. This lease is not remotely in the best public interest. Wake Stone Corporation and RDU Airport desperately want the four owning local governments to abdicate their rights to review and vote on the lease and as a tactic, have resorted to promoting several miss-information myths. These quarry myths are tempting to accept for those unwilling to look more closely.

1. MYTH: Local governments need not get involved because the NC Mining Permit process is the best way to evaluate the quarry.

Don't be fooled by the promise Wake Stone Corporation officials make, that the NC mining permit process and associated public hearing is "the right process for us to move forward." It surely is for Wake Stone, but not for deciding whether a quarry on this public property is in the best public interest. It is responsibility of the four owning local governments to determine for themselves if this disposal of public property is in the best public interest. The mining permit process will not afford that opportunity.

The NC Mining Permit Process all but guarantees a mining permit will be issued despite public opposition or the view of the local governments that own the property. It is the process that in 1980 allowed Wake Stone to establish its quarry at the front door to William B Umstead State Park; even after the NC Department of Natural Resources and Environment (now Department of Environmental Quality) denied the permit because of negative impacts to the park. You see, it is the Mining Commission, controlled by mining interests, that has the final decision and they saw no reason not to issue the permit. I heard Wake Stone use the same mining permit process ruse back then. Unfortunately in 1980 the Wake County Commission was fooled into thinking it did the right thing by following the mining permit process and that's why there is a quarry next to Umstead.

2. MYTH: After the quarry lease expires the quarry will become a beautiful recreational lake everyone will enjoy.

More recently Wake Stone presented another ruse, an artist's rendering of the abandoned quarry as an idyllic lake surrounded by lush green space just like Lake Crabtree County Park. In reality, the RDU quarry pit will be one enormous, very steep-

sided crater just like the existing Wake Stone quarry at the entrance to Umstead Park (check Google Earth). Over many decades, maybe longer, it will eventually fill with rainwater resulting in a mini “crater lake” surrounded by sheer cliffs towering as high as 90 feet or more above the water. The crater lake will be hundreds of feet deep, virtually bottomless and the vertical walls of this crater will not have handholds or places of refuge. Getting out of lake after falling in will likely be a life changing experience. Consider the investment that will be required to ensure that a visitor does not fall into the crater and that there are places of refuge to await rescue when someone does fall in (assuming the fall is not fatal). Without substantial expense there will be no way for the public to safely recreate on or around the lake: it will be a death trap. **How many lives will eventually be lost to generate revenue for RDU?** Who will pay? The liabilities of this attractive nuisance will be formidable and the cost to make it safe for recreation and emergency response immense. Honestly, will it ever be so used?

3. MYTH: The lake in the abandoned quarry will be a future water supply.

It happens that in 2003 the Town of Cary retained CH2MHill to look at Wake Stone’s Triangle Quarry as a potential water supply source. CH2MHill issued a report to this end and updated the report in 2010. The take away was that CH2MHill did not consider the quarry pit as a water supply on its own. **The quarry pit would essentially be a large storage tank, unable to serve as an adequate water supply without a real source of water such as Crabtree Creek or Lake Jordan.** If the lake is drained for a one-time use of stored water where will the water be treated? I suggest the cost to install a pipe from this crater lake to the nearest treatment plant 16 miles away (RDU does not have one) will likely be greater than all the revenues RDU could receive from the quarry. The fact is that Wake Stone will soon be making its existing quarry available just across the creek. If RDU truly needs a big water tank, there it is.

4. MYTH: The quarry lease is a good deal and will bring in \$24 million revenue

Wake Stone and RDU have been leading with this figure in every speaking event and publication. However, none of this money is guaranteed, nor is this figure even mentioned in the lease. In fact, the only funds guaranteed in the lease agreement total to only \$8.5 million, most of which is in the latter years. The lease has only \$100K/year for the first 5 years; only \$200K for years 6-10. Contrast this to a recent sandwich and drink concessionaire lease that RDU just signed for Terminal 1. The sandwich shop lease is estimated to bring in \$289,750 for year 1 along, almost 3 times the quarry guarantee. **Three sandwich shops will bring in more revenue over 25 years than the 105-acre quarry lease, highlighting the marginal value of Wake Stone’s ‘deal.’**

In the lease agreement, Wake Stone can terminate the lease at ANY TIME if it finds that continuing to mine on the property is “uneconomic.” This means that Wake Stone could potentially mine the property for 3 years of the 25 year term, terminate the lease agreement, and be completely off the hook for any of the subsequent payments; leaving RDU with no revenue stream and a piece of property that would be a liability.

The lease has no restrictions appropriate to reflect concerns the public has raised for Umstead Park, Capital Area Greenway and Crabtree Creek that surround the property.

The lease sets no limitations on the extent of quarry land disturbances beyond what the Mining Commission approves and environmental law minimums. The size of the quarry could easily grow from 45 acres to 60 acres or more. NC mining rules allow the buffer along Old Reedy Creek Road greenway corridor and other properties to be only 50 ft. There are no requirements on operating hours, noise restrictions or screening to mitigate impacts to park and greenway user's experience. Wake Stone is free to install chain-link fencing 10 ft. tall chain link with razor wire on top at the property boundary.

This lease does not demonstrate consideration of the Triangle's resources and overall well-being. Such a distorted view of the public good is why the local governments that own RDU must assert their authority now.

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