

0008

BEAVER CREEK Coal Company
P. O. Box 20
Price, Utah 84501
Telephone 801 637-5050

To Wayne
Route to town for info + file + comment
DWA
ACT/015/004 AS file
JWS

September 5, 1980

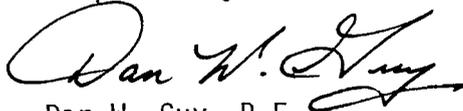
Mr. Don Crane
Regional Director
U.S. Department of Interior
Office of Surface Mining
Brooks Towers
1020 Fifteenth Street
Denver, Colorado 80202

Re: Huntington Canyon #4 Mine
Mining & Reclamation Plan
Ref. No. UT-0004
Special Stipulation #15

Dear Mr. Crane:

Please find enclosed seven (7) copies of the submittal by Beaver Creek Coal Company to comply with Special Stipulation #15 of the Huntington Canyon #4 Mining and Reclamation Plan Approval (Ref. No. UT-0004).

Respectfully,



Dan W. Guy, P.E.
Chief Engineer

DWG/rh

Enclosures

cc: J. Smith, Utah OG&M
Jeff Holligan, ARCO
File



HUNTINGTON CANYON #4 MINE
MINING & RECLAMATION PLAN
REFERENCE #UT-0004
SPECIAL STIPULATION #15

I) Agreement with the City of Huntington:

The enclosed copy of the agreement between Swisher Coal Co. (now Beaver Creek Coal Company) and the City of Huntington, Utah, contains the following statements in Paragraph 5:

"In the event that the mining operation diminishes or interferes with the flow of water from the spring, Swisher Coal Co. agrees to obtain water of a culinary quality from some other source and to place it in the culinary water system of Huntington City in such quantity and quality as would replenish the flow that is lost. In the event that mechanical water treatment is required to bring the water up to Utah State's standards for culinary water, the Swisher Coal Co. agrees to reimburse the City for the costs of treating this water through the City's treatment plant as long as the interruption continues."

The above statements commit Beaver Creek Coal Company (formerly Swisher Coal Co.) to water rights replacement. In addition, Beaver Creek Coal Company will, hereby, commit not to void this existing agreement with the City of Huntington unless approved by the regulatory authority.

II) Water Replacement:

In the event that the mining operation is determined to have interfered with or diminished the flow of water from the Little Bear Springs, Beaver Creek Coal Company will replace the lost water to the City of Huntington. The source of this replacement water (if needed) will be from the water rights owned by Beaver Creek Coal Company. Attached is a copy of the certificate for 800 Class "A" water shares owned in the Huntington-Cleveland Irrigation Co. This water can be taken out of the river and run through the Huntington City treatment plan to assure quality.

The Bear Canyon Springs flow less than one (1) c.f.s., and therefore, will flow less than 700 acre-feet per year. The 800 shares owned by Beaver Creek Coal Company amounts to 800 acre-feet; therefore, adequate replacement water is available if necessary.

The quality of the water in the area is best indicated by the Hydrologic Report on Huntington Canyon #4 Mine and Little Bear Spring, prepared by Vaughn Hansen Associates in August, 1977. This report was previously submitted as Exhibit #6 in the #4 Mining and Reclamation Plan.

503-4207
4444 Swisher
Am 300
2,00

A G R E E M E N T

THIS AGREEMENT entered into on this 24 day of September, 1976, by and between SWISHER COAL COMPANY, a Utah Corporation, and HUNTINGTON CITY, a Municipal Corporation;

W I T N E S S E T H :

THAT WHEREAS, SWISHER COAL COMPANY is undertaking to develop and put into operation a coal mine in Mill Fork Canyon, known as Huntington Canyon #4 Mine, in Emery County, Utah;

AND WHEREAS, HUNTINGTON CITY has received in the past and is now receiving a major portion of its culinary water supply from a spring in Little Bear Canyon in the general proximity of the proposed mining operation;

AND WHEREAS, the parties to this Agreement wish to cooperate with each other so as to assure that SWISHER COAL operation will not in any manner result in a loss or diminution of the water supply available to the CITY from the spring, do hereby AGREE and COVENANT between themselves as follows:

1. That SWISHER COAL COMPANY shall immediately initiate a full-scale hydrologic study of all of the area involved in the plan for the mining operation at Huntington Canyon #4 Mine and the area associated with the spring to be done by a professionally acknowledged hydrologic engineering firm employed by SWISHER COAL, and approved by HUNTINGTON CITY, for the purpose of determining the possible consequences to the flow of the spring as the result of the proposed mining operation.

2. That the CITY will maintain a flow meter at the spring site and shall take measurements from the meter on a continuing basis so that any interference with the water supply or diminution in the flow can be readily determined and the flow figures as measured shall be made available to SWISHER COAL COMPANY.

3. That explosives will not be used in the course of normal coal extraction in the Huntington Canyon #4 Mine.

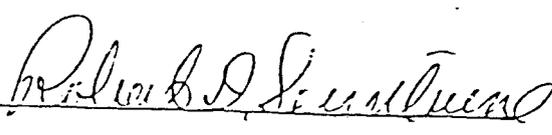
4. That in the event that SWISHER COAL COMPANY should encounter substantial volumes of water which may be contributory to Little Bear Spring as a result of the mining operation in the Huntington Canyon #4 Mine, SWISHER COAL will, within seven (7) days after such encounter, take such action as is necessary to divert the flow of water into the supply system of HUNTINGTON CITY in such a manner that will insure the culinary quality of the water. Upon the failure of SWISHER COAL to undertake such diverting action within the time specified, SWISHER agrees to respond in damages at the rate of ONE THOUSAND (\$1,000.00) DOLLARS per day until such action is taken.

5. In the event that the mining operation diminishes or interferes with the flow of water from the spring, SWISHER COAL COMPANY agrees to obtain water of a culinary quality from some other source and to place it in the culinary water system of HUNTINGTON CITY in such quantity and quality as would replenish the flow that is lost. In the event that mechanical water treatment is required to bring the water up to Utah State's standards for culinary water, the SWISHER COAL COMPANY agrees to reimburse the CITY for the costs of treating this water thru the CITY'S treatment plant as long as the interruption continues.

SWISHER COAL COMPANY

By: 

HUNTINGTON CITY

By: 

INCORPORATED UNDER THE LAWS

UTAH

NUMBER

No A 730

SHARES

800.00

HUNTINGTON-CLEVELAND IRRIGATION COMPANY

HUNTINGTON, UTAH

This Certifies that

Hardy Coal Company

IS THE OWNER OF

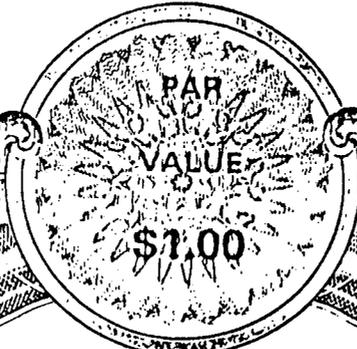
Eight Hundred and no/100 * * * * * SHARES OF THE CLASS A CAPITAL STOCK OF

HUNTINGTON-CLEVELAND IRRIGATION COMPANY
TRANSFERABLE ONLY ON THE BOOKS OF THE CORPORATION ON SURRENDER OF THIS CERTIFICATE
PROPERLY ENDORSED.

*In Witness Whereof the said Corporation has caused this Certificate to be signed by its
duly authorized officers and its Corporate Seal to be hereunto affixed
this 21 day of May A.D. 19 75*

Luis Lott
SECRETARY

Alfred Lundberg
PRESIDENT



BEAVER CREEK Coal Company
P. O. Box 40
Price, Utah 84501
Telephone 801 637-5050



September 5, 1980

Mr. Don Crane
Regional Director
U.S. Department of Interior
Office of Surface Mining
Brooks Towers
1020 Fifteenth Street
Denver, Colorado 80202

Re: Huntington Canyon #4 Mine
Mining & Reclamation Plan
Ref. No. UT-0004
Special Stipulation #15

Dear Mr. Crane:

Please find enclosed seven (7) copies of the submittal by Beaver Creek Coal Company to comply with Special Stipulation #15 of the Huntington Canyon #4 Mining and Reclamation Plan Approval (Ref. No. UT-0004).

Respectfully,

Dan W. Guy, P.E.
Chief Engineer

DWG/rh

Enclosures

cc: J. Smith, Utah OG&M ✓
Jeff Holligan, ARCO
File



HUNTINGTON CANYON #4 MINE
MINING & RECLAMATION PLAN
REFERENCE #UT-0004
SPECIAL STIPULATION #15

I) Agreement with the City of Huntington:

The enclosed copy of the agreement between Swisher Coal Co. (now Beaver Creek Coal Company) and the City of Huntington, Utah, contains the following statements in Paragraph 5:

"In the event that the mining operation diminishes or interferes with the flow of water from the spring, Swisher Coal Co. agrees to obtain water of a culinary quality from some other source and to place it in the culinary water system of Huntington City in such quantity and quality as would replenish the flow that is lost. In the event that mechanical water treatment is required to bring the water up to Utah State's standards for culinary water, the Swisher Coal Co. agrees to reimburse the City for the costs of treating this water through the City's treatment plant as long as the interruption continues."

The above statements commit Beaver Creek Coal Company (formerly Swisher Coal Co.) to water rights replacement. In addition, Beaver Creek Coal Company will, hereby, commit not to void this existing agreement with the City of Huntington unless approved by the regulatory authority.

II) Water Replacement:

In the event that the mining operation is determined to have interfered with or diminished the flow of water from the Little Bear Springs, Beaver Creek Coal Company will replace the lost water to the City of Huntington. The source of this replacement water (if needed) will be from the water rights owned by Beaver Creek Coal Company. Attached is a copy of the certificate for 800 Class "A" water shares owned in the Huntington-Cleveland Irrigation Co. This water can be taken out of the river and run through the Huntington City treatment plan to assure quality.

The Bear Canyon Springs flow less than one (1) c.f.s., and therefore, will flow less than 700 acre-feet per year. The 800 shares owned by Beaver Creek Coal Company amounts to 800 acre-feet; therefore, adequate replacement water is available if necessary.

The quality of the water in the area is best indicated by the Hydrologic Report on Huntington Canyon #4 Mine and Little Bear Spring, prepared by Vaughn Hansen Associates in August, 1977. This report was previously submitted as Exhibit #6 in the #4 Mining and Reclamation Plan.