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United States Department of the Interior
OFFICE OF SURFACE MINING
Reclamation and Enforcement
POST OFFICE BLDG. RM. 270
DENVER, COLORADO 80202

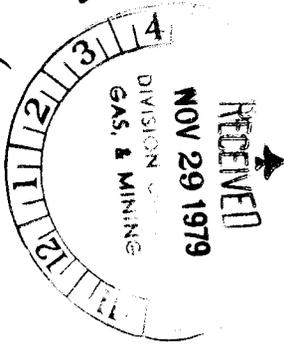
Brooks Towers
1020-15th Street

OFFICE OF THE REGIONAL DIRECTOR

*Expt R/t to
Mike
File in
Sufco File.
Previously approved
by us.*

#2

NOV 1979



Mr. John E. O'Rourke
Project Manager
Woodward-Clyde Consultants
Three Embarcadero Center, Suite 700
San Francisco, California 94111

Dear Mr. O'Rourke:

This office has reviewed the Notice of Intent to Drill, Install, and Operate Instrumentation submitted by Woodward-Clyde Consultants which covers a Department of Energy-sponsored subsidence monitoring study in the Fishlake National Forest. The proposed activities, as described in your correspondence to Mr. Hintze of the Fishlake National Forest on November 4, 1979, are approved pursuant to 30 CFR Part 211, subject to stipulations (attached). The subsidence monitoring instrumentation is to be installed over a portion of the active SUFCO No. 1 Mine near Salina, Utah. We have addressed this proposed program as exploration and have therefore reviewed this proposal with respect to the performance standards of 30 CFR 741.11 and with 30 CFR 815 of the Office of Surface Mining's Permanent Regulatory Program since, at the time of review, those were the applicable regulations.

During our review, it has become apparent that the original information submitted to this office on September 20, 1979, did not adequately describe the surface disturbance involved. For example, the initial correspondence gave no evidence that roads would be constructed. More time has been required to coordinate the review than was originally anticipated.

We have received concurrence with this approval from the Forest Service, the U.S. Geological Survey, and the State of Utah. In addition, this office has received clearance from the U.S. Fish and Wildlife Service regarding the presence of threatened and endangered species.

We have found the program proposed in your correspondence to the Fishlake National Forest of November 4, 1979, to be in general conformance with the previously cited regulations, and based on the concurrences noted above, we grant approval for this subsidence monitoring study subject to the attached.

Mr. John E. O'Rourke

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stipulations. It will be necessary for you to accept the stipulations in writing, and to submit adequate evidence of a bond amount no less than that specified prior to initiation of the authorized activities.

You are requested to provide notice to this office and the other individuals receiving copies of this letter of completion of drilling, a report of conditions encountered, and a complete record of completion techniques.

Sincerely,

DONALD A. CRANE

Attachment

cc: Jackson W. Moffitt, USGS/Salt Lake City, Utah
J. Kent Taylor, Forest Service/Richfield, Utah
Ron Daniels, Division of Oil, Gas and Mining/Salt Lake City, Utah ✓
Kerry Frame, SUFCO/Salina, Utah

Stipulations

Woodward-Clyde Consultants Subsidence Monitoring Study
(DOE-Sponsored)
Fishlake National Forest
Federal Coal Lease SL-062583

1. Woodward-Clyde Consultants (the operator) shall comply with the requirements of 30 CFR 211.40(b) (Performance Standards for Underground Mines) and 30 CFR 211.41 (Completion of Operations and Abandonment) and ensure full compliance with other applicable Federal, State, County, and municipal laws, ordinances, or regulations is made by all persons acting in his/her behalf, including all employees, agents, contractors, and subcontractors.
2. The operator will not cut or remove vegetation, including timber, without first obtaining approval from the District Ranger.
3. The operator shall repair to a standard acceptable by the District Ranger and the regulatory authority or pay the United States for any damage resulting from the operation.
4. The operator shall safeguard with fences, barriers, fills, covers, or other effective devices, any pits, cuts, or other excavations which otherwise would unduly imperil the lives, safety, or property of other persons.
5. Upon abandonment, termination, or revocation of this program, the operator shall remove all structures and facilities used in connection with the operations.
6. Approval of access routes, drill site locations, and other sites to be disturbed shall be obtained from the District Ranger and the regulatory authority prior to commencement of operations.
7. The operator shall take all reasonable precautions to prevent and suppress wildfires. All internal combustion engines shall be equipped with muffler and Forest Service-approved spark arrester. A fire extinguisher, shovel, axe, and bucket or similar water container shall be available with each drilling rig for use in fire suppression.
8. The operator shall ensure that no toxic additives or materials are used in the drilling operation.
9. Taking or using of water from the Forest requires prior approval from the District Ranger.
10. The operator shall reclaim all areas disturbed in connection with this operation, including temporary access routes, to the same general topographic contour and revegetation naturally existing prior to operations. Reclamation efforts shall occur as contemporaneously as practicable with

the operation. Topsoil shall be salvaged from all areas to be disturbed and shall be stored in stockpiles in areas protected from wind and water erosion, and the stockpiles shall be appropriately stabilized. Topsoil shall not be stored as road berms. In reshaping the disturbed areas, the surface is to be finished moderately rough and in such a condition that runoff will be retarded or dispersed.

A vegetative cover, comparable in quality and quantity to that existing on the area prior to disturbance, or to that of an adjoining, undisturbed area, shall be established by the operator. Species to be used shall be approved by the District Ranger and the regulatory authority.

11. Mud pits must be backfilled to achieve approximate original contour by the operator and to eliminate the possibility of a depression resulting from settling of fill material. All drilling fluids and drilling mud in the pits must be pumped out and removed to an approved landfill; or allowed to dry and the dried material removed to an approved landfill prior to backfilling the pits. The operator shall inform the District Ranger of the landfill site prior to its use. No trash or other material will be buried in the mud pits.
12. When artesian flows or water horizons with possible development potential are encountered, the regulatory authority and the Forest Service shall be notified immediately so that a determination can be made concerning their use. Where possible, representative samples shall be collected by the operator for analysis by the regulatory authority.
13. Drill holes shall be cemented with proper slurry from the bottom to the collar. The operator shall be responsible for the proper plugging of each hole unless a written request to keep the hole open is made by the Area Mining Supervisor of the Geological Survey and is approved by the regulatory authority. If drill hole cannot be fully cemented, possibly due to sloughing or fractures, the Area Mining Supervisor and the District Ranger must be notified, and their instructions for subsequent plugging followed.
14. The cement slurry shall be made using 5.2 - 5.5 gallons of water per bag of cement. The drill stem shall be lowered to the bottom of the hole and sufficient slurry pumped through the stem to fill 200 feet of the hole. The drill stem will then be raised 200 feet and the process repeated. The drill hole shall be completely plugged using this method.
15. Surface casings not removed from the drill holes shall be cut off at least one foot below ground surface and the severed top removed from the hole. The hole location is to be marked by placing an approved marker such as a capped pipe, steel fencepost, or metal plate in the concrete plug. Such markers are to show hole number, year drilled, lessee name, and as feasible, the section, township, and range in which hole is located. Top of concrete plug must be set at least 10 inches below the surface.

16. All garbage, refuse, trash, and other material foreign to the area which result from the operation, including but not limited to cans, bottles, flagging, markers, boxes, wrappers, and survey stakes, shall be removed from the Forest by the operator and properly disposed of in an approved land fill.
17. Drill cuttings will be placed back in the hole to extent possible. Surplus cuttings shall be removed from the Forest or scattered or spread at a uniform depth of no greater than one inch over the site by the operator.
18. Dumping, pouring, or spilling of oil or petroleum products on the ground is prohibited.
19. As a further guarantee of the faithful compliance with the conditions of approval for this operation, the operator is required to maintain with the U.S. Government and the State of Utah, Division of Oil, Gas and Mining until reclamation is found to be completed and successful. A surety bond in the amount of 5,000.00. In lieu of a surety bond, the operator may deposit into a Federal depository, cash in a sum equivalent to surety bond, or may deposit with the Treasurer of the United States, a Federal Reserve Bank or Branch thereof, certain types of United States bonds or treasury notes in a sum equal at their par value to the amount of the surety bond or cash deposit otherwise required.
20. In addition to periodic progress reports, the following reports shall be submitted to the U.S. Geological Survey (Area Mining Supervisor) and the regulatory authority after the completion of the drilling and instrumentation phases of the program (within about four months):
 - a. Hydrologic logs using the attached form.
 - b. Geophysical and lithologic logs and all geologic interpretations of each log.
 - c. Coal analysis of any seams encountered which are more than three feet thick.
 - d. Total acreage of surface disturbed per hole, including acreage disturbed by access roads.
 - e. Instrumentation employed.

Note: All information submitted must contain the lease number. All logs must contain the surface elevation of drill hole and the location of the drill site. The sites will be located using coordinates and/or measured distances from the nearest line.

Stipulations

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21. Within one month of receipt of this approval, the operator shall provide copies of a complete technical discussion of the instrumentation to be emplaced and the measurements scheduled.
22. If, during operations, cultural or paleontological sites are encountered, the operator shall immediately notify the District Ranger and the regulatory authority and shall not further disturb the sites until the necessary approval is obtained.
23. If any threatened or endangered species are found on the areas to be disturbed or within the adjacent area, the operator shall immediately notify the District Ranger and the regulatory authority.

November 27, 1979

Technical Analysis and Research Division
Office of Surface Mining
P. O. Building, 823 Stout Street
Denver, Colorado 80203

Attention: Mr. John Hardaway

Gentlemen:

Pursuant to our letter of 21 November 1979, we are attaching an endorsed copy of our Surety Bond for performance of reclamation provisions of the Woodward-Clyde Consultants Subsidence Monitor Study, as stated in our "Notice of Intent to Drill, Install and Operate Instrumentation," dated November 4, 1979, and as qualified by your itemized Stipulations of November 19, 1979.

Copies of the Surety Bond are being sent under separate cover to the USFS, and the State of Utah, Division of Oil, Gas and Mining.

If there are any questions or need for additional information, please telephone the undersigned.

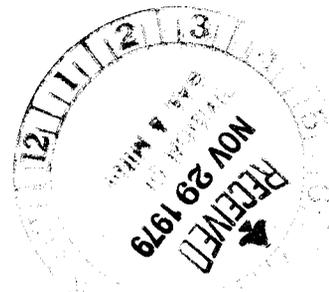
Sincerely yours,

John E. O'Rourke
John E. O'Rourke
Project Manager

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Attachment

cc: D. Hintze - USFS
✓ R. Daniels - State of Utah
B. Ranson



RECLAMATION BOND

Principal: Woodward-Clyde Consultants
 Three Embarcadero Center, Suite 700
 San Francisco, CA 94111

Project: Woodward-Clyde Consultants Subsidence Monitoring Study
 Description: Fishlake National Forest, Richfield Ranger District

Surety: Fireman's Fund Insurance Company
 #1 Market Plaza, San Francisco, CA 94105

date bond executed November 21, 1979

State of Incorporation California

Type of Organization; Corporation

Penal sum of bond \$5,000

Know all men by these presents that we, the Principal and Surety hereto, are firmly bound to the United States of America (hereinafter called the Government) in the above penal sum for the payment of which we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally; Provided, that, where the Surety is a Corporation acting as co-surety, we, the Surety, bind ourselves in such sum jointly and severally as well as severally only for the purpose of allowing a joint action or actions against any or all of us, and for all other purposes each Surety binds itself jointly and severally with the Principal, for the payment of such sum only as is set forth opposite of the name of each Surety but if no limit of liability is indicated the limit of liability shall be the full amount of the penal sum.

The condition of this obligation is such that whereas the Principal entered into the "Woodward-Clyde Consultants Subsidence Monitoring Study" identified above;

Now, therefore if the Principal shall;

perform and fulfill all the reclamation provisions and government stipulations of said Plan during the original term of said Plan and no extensions thereof that may be granted by the Government, with or without notice to the Surety, and during the life of any guarantee required under the Plan; and shall also perform and fulfill all the reclamation provisions of any and all duly authorized modifications of said Plan that may hereafter be made, notice of which modification to the Surety being hereby waived; then the above obligation shall be void and of no effect; at which time, written acceptance of the reclamation provisions will be provided by the Government (both the Office of Surface Mining and the Forest Service and by the State of Utah, Division of Oil, Gas and Mining).

In witness whereof, the Principal and Surety have executed this reclamation bond and have affixed their seals on the date set forth above

Principal: Woodward-Clyde Consultants

Corporate Seal

Corporate : Fireman's Fund Insurance Co.
 Surety #1 Market Plaza
San Francisco, CA 94105

State of Incorporation: California
 Liability Limits: \$5,000

Signature:

Frances Eubanks
 Frances Eubanks, Attorney-in-Fact

State of CALIFORNIA
County of SAN FRANCISCO

} ss.

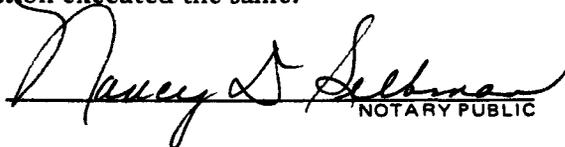
On Nov. 21, 1979, before me, the undersigned,
a Notary Public of said county and state, personally appeared

FRANCES EUBANKS

known to me to be the Attorney-in-Fact of

FIREMAN'S FUND INSURANCE COMPANY,

the Corporation that executed the within instrument, and known
to me to be the person who executed the said instrument on
behalf of the Corporation therein named, and acknowledged to
me that such Corporation executed the same.


NOTARY PUBLIC



OFFICIAL SEAL
NANCY D. SELBMAN
NOTARY PUBLIC - CALIFORNIA
San Francisco County

My Commission Expires Sept. 11, 1981

3 Embarcadero Center, San Francisco, CA 94111

FIREMAN'S FUND INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That FIREMAN'S FUND INSURANCE COMPANY, a Corporation duly organized and existing under the laws of the State of California, and having its principal office in the City and County of San Francisco, in said State, has made, constituted and appointed, and does by these presents make, constitute and appoint

---FRANCES EUBANKS---

SAN FRANCISCO, CA

its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, seal, acknowledge and deliver any and all bonds, undertakings, recognizances or other written obligations in the nature thereof

and to bind the Corporation thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the Corporation and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises.

This power of attorney is granted pursuant to Article VIII, Section 30 and 31 of By-laws of FIREMAN'S FUND INSURANCE COMPANY now in full force and effect.

Article VIII. Appointment and Authority of Resident Assistant Secretaries, and Attorney-in-Fact and Agents to accept Legal Process and Make Appearances.

Section 30. Appointment. The Chairman of the Board of Directors, the President, any Vice-President or any other person authorized by the Board of Directors, the Chairman of the Board of Directors, the President or any Vice-President, may, from time to time, appoint Resident Assistant Secretaries and Attorneys-in-Fact to represent and act for and on behalf of the Corporation and Agents to accept legal process and make appearances for and on behalf of the Corporation.

Section 31. Authority. The Authority of such Resident Assistant Secretaries, Attorneys-in-Fact, and Agents shall be as prescribed in the instrument evidencing their appointment, and any such appointment and all authority granted thereby may be revoked at any time by the Board of Directors or by any person empowered to make such appointment.

This power of attorney is signed and sealed under and by the authority of the following Resolution adopted by the Board of Directors of FIREMAN'S FUND INSURANCE COMPANY at a meeting duly called and held on the 15th day of July, 1966, and said Resolution has not been amended or repealed:

RESOLVED, that the signature of any Vice-President, Assistant Secretary, and Resident Assistant Secretary of this Corporation, and the seal of this Corporation may be affixed or printed on any power of attorney, on any revocation of any power of attorney, or on any certificate relating thereto, by facsimile, and any power of attorney, any revocation of any power of attorney, or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Corporation.

IN WITNESS WHEREOF, FIREMAN'S FUND INSURANCE COMPANY has caused these presents to be signed by its Vice-President.

and its corporate seal to be hereunto affixed this 22nd day of October 1979



FIREMAN'S FUND INSURANCE COMPANY

By William W. Lauber Vice-President

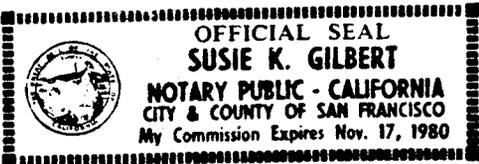
STATE OF CALIFORNIA,

} ss.

CITY AND COUNTY OF SAN FRANCISCO

On this 22nd day of October 1979 before me personally came William W. Lauber to me known, who, being by me duly sworn, did depose and say: that he is Vice-President of FIREMAN'S FUND INSURANCE COMPANY, the Corporation described in and which executed the above instrument; that he knows the seal of said Corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Corporation and that he signed his name thereto by like order.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year herein first above written.



Susie K. Gilbert Notary Public

CERTIFICATE

STATE OF CALIFORNIA,

} ss.

CITY AND COUNTY OF SAN FRANCISCO

I, the undersigned, Assistant Secretary of FIREMAN'S FUND INSURANCE COMPANY, a CALIFORNIA Corporation, DO HEREBY CERTIFY that the foregoing and attached POWER OF ATTORNEY remains in full force and has not been revoked, and furthermore that Article VIII, Sections 30 and 31 of the By-laws of the Corporation, and the Resolution of the Board of Directors, set forth in the Power of Attorney, are now in force.

Signed and sealed at the City and County of San Francisco, Dated the 21st day of NOVEMBER 1979



Winifred H. Browne Assistant Secretary