

SNOHOMISH HEALTH DISTRICT
RESOLUTION OF THE BOARD OF HEALTH

6 - 74

RESOLUTION NUMBER: 6 - 74

RESOLUTION SUBJECT: A RESOLUTION AUTHORIZING THE SIGNING OF THE
CONTRACT WITH CENTURY EXPLORATIONS, INC.

WHEREAS Snohomish Health District has in the past contracted with Century Explorations, Inc., a corporation undertaking exploratory mining operations in the Sultan Water Basin, in order that such operations may be supervised and conducted in such a manner as to minimize the risk of impairing the water supply for the City of Everett and other water users in Snohomish County, and

WHEREAS Century Explorations, Inc. has advised that it intends to resume exploratory mining procedures again, and

WHEREAS Snohomish Health District intends to regularly inspect such exploratory mining operations and to make certain that sanitation requirements are being met, and

WHEREAS Century Explorations, Inc. has agreed to enter into a Contract with Snohomish Health District which sets forth sanitation requirements and provides for inspections by Snohomish Health District,

NOW THEREFORE the BOARD OF HEALTH of Snohomish Health District does authorize the Chairman to sign the Contract (copy of which is attached to this Resolution) with Century Explorations, Inc., the effective date of such contract to be October 15, 1973.

Adopted this 9th day of April 1974.



Charles Hill, Chairman
Board of Health

ATTEST:



Claris Hyatt, M.D.
Health Officer

April 9, 1974

CONTRACT

THIS AGREEMENT made this day by and between SNOHOMISH HEALTH DISTRICT, a Washington municipal corporation, hereinafter referred to as "THE DISTRICT", and CENTURY EXPLORATIONS, INC., a Washington corporation, hereinafter referred to as "CENTURY",

W I T N E S S E T H :

WHEREAS, CENTURY holds a lease from the Department of Natural Resources of the State of Washington which grants to CENTURY the right to conduct exploratory mining operations in that certain area in Snohomish County, Washington, commonly referred to as the Sultan Water Basin, which basin is a watershed for the municipal public water supply of the City of Everett and water users in South Snohomish County, and

WHEREAS, the conduct of exploratory mining operations by CENTURY could create a public health hazard to the water supply, and the parties desire to avoid such risk and to minimize the consequences of any public nuisance that could be created by such exploratory mining operations insofar as any impairment of the water supply is concerned, particularly with regard to CENTURY's provision of overnight living facilities for employees of CENTURY, its contractors and affiliates, and

WHEREAS, THE DISTRICT has authority and responsibility to enforce the rules and regulations of the State Board of Health relating to public water supplies, both now in force and as may hereafter be amended, relating to activities occurring on the lands involved in this contract, and

WHEREAS, the parties desire to contract with reference to the minimum sanitation standards to be followed by CENTURY in the watershed, NOW THEREFORE,

IT IS HEREBY AGREED AS FOLLOWS, TO-WIT:

1. SANITATION REQUIREMENTS

- a) CENTURY will provide Sani-Kans at the base camp and at the mine entrance. Sani-Kans will be properly serviced and records will be maintained of such service.
- b) CENTURY will provide a holding tank to receive all liquid wastes created by human habitation other than toilet wastes.

Accepted uniform plumbing procedures will be used in connecting fixtures to the holding tank and all connections will be watertight. The holding tank and all connections will be properly maintained.

- c) CENTURY will have the holding tank pumped as necessary and records will be maintained showing dates of pumping. Discharge of holding tank wastes from trucks will be into a public sewer system. CENTURY will furnish THE DISTRICT with a copy of an Agreement with a licensed septic tank pumper.
- d) CENTURY will provide fly-tight containers for collection of solid waste and such containers shall be removed from the Sultan Basin; provided, however, this does not apply to wastes from the mining operation.
- e) CENTURY will protect all tanks containing fuel in such a way to prevent any fuel leakage into the surrounding area. All waste oil from equipment shall be placed in containers and disposed of in a manner approved by THE DISTRICT.
- f) It is understood that additional sanitation measures may be required by THE DISTRICT from time-to-time depending upon conditions and inspection findings.

2. CHANGES IN OPERATIONS, PROCEDURES, OR PERSONNEL

CENTURY will be responsible for advising THE DISTRICT of any significant changes in operations or procedures which could affect sanitation in the Basin. CENTURY will keep THE DISTRICT advised of the number of persons employed and the number of persons remaining overnight. It is understood that the sanitation requirements described herein apply to a minimal number of workmen remaining overnight (not over six) and that significant increase in workmen living at the mine site will require approval of additional sanitation measures.

CENTURY will notify the District Health Officer in writing of any such changes prior to instituting them and with reasonable notice.

3. INSPECTIONS

CENTURY agrees to pay THE DISTRICT \$60.00 per inspection, with the understanding that an inspection will be made on a monthly (unscheduled) basis. Following each inspection a report will be made to CENTURY.

CENTURY agrees further to pay additional inspection fees if violations are present requiring re-inspection in less than a month's time.

4. BOND

CENTURY agrees to provide and maintain an indemnity bond in the amount of \$5,000.00 conditioned that CENTURY will perform the terms and conditions of this contract and, in the event of default in their performance, the obligees of the bond may demand performance of the contract by the surety. The obligees under such bond shall be the DISTRICT and/or the City of Everett. Said bond shall contain the provisions that it may not be cancelled for the term of this contract and said bond shall further contain a provision that failure on the part of the obligees, or either of them, to enforce any breach of this contract by CENTURY shall not be deemed a waiver of the right of the obligees to enforce subsequent breaches by CENTURY and make claim for performance by the surety under the terms of the bond.

5. REMEDIES

Failure on the part of CENTURY to comply with any written Health Officer's Order of THE DISTRICT setting forth a breach or failure to comply with any of the terms of this agreement or a breach or violation of any appropriate law, rule or regulations regarding use or occupancy by CENTURY of the land involved, within twenty-four (24) hours shall be grounds for cessation of mining operation by CENTURY, its contractors or affiliates, on the premises described in said lease, and CENTURY shall, upon failure to comply with the terms of such Health Officer's Order, immediately cease that phase of mining operations described in the Order and remove their employees, their contractors' employees or their affiliates' employees from the mining site. In the event of any action under this contract brought by THE DISTRICT to enforce the same, it is agreed that the venue of any such action shall be fixed in Snohomish County, Washington, before the Superior Court of the State of Washington, and CENTURY agrees to pay, in addition to any other monetary judgment recovered in any such action, such sum as the Court may adjudge reasonable as attorneys' fees and costs incurred by THE DISTRICT in enforcing this contract.

6. TERM

This contract shall be for a period of one (1) year from the date hereof and, upon the expiration of said term, CENTURY agrees to cease any operations that require use or habitation,

except for appropriate watchman services on the premises described in said lease in the Sultan Water Basin; provided, however, this contract may be renewed for such additional term as THE DISTRICT may determine upon application therefor, provided CENTURY has complied with all of the terms and conditions hereof, and is still engaged in preliminary stages of mining or exploratory stages of mining, and use of the premises has not created an unreasonable risk of health hazard to the water quality of the water supply in the Sultan Water Basin. It is expressly understood that mining operations for the purpose of removing ore from the leased premises contemplates an entirely different type of use and occupancy and are not covered by this contract or any undertakings herein. In the event of mining operations for the removal of ore from the Sultan Water Basin by CENTURY, then it is agreed that no further habitation shall be permitted, except for appropriate watchman services, until an appropriate contract has been entered into between CENTURY and THE DISTRICT protecting the public health and safeguarding the water supply, if such contract is approved by the Board of Health of THE DISTRICT.

7. ASSIGNMENT

This contract may not be assigned by CENTURY without written approval of THE DISTRICT.

8. REGISTERED AGENT AND REGISTERED OFFICE OF CENTURY

The name of the registered agent of CENTURY in the State of Washington, and the registered office of CENTURY are as follows, to-wit:

Mathew D. Griffin

Name of Registered Agent

3101 Oakes

Everett, Washington 98201

Registered Address

9. APPLICABLE RULES AND RESOLUTIONS

Nothing contained in this contract shall relieve CENTURY from complying with any rules and regulations promulgated by any state agency and now in force, or as may hereafter be adopted, which apply to CENTURY's use or occupancy of land in the Sultan Water Basin.

SNOHOMISH HEALTH DISTRICT

By Charles Hill
Charles Hill
Chairman, Board of Health

April 9, 1974
Date signed

ATTEST

Clariss Hyatt
Clariss Hyatt, M.D.
Health Officer

CENTURY EXPLORATIONS, INC.

By Len Udell
President
W. D. Luff
Attorney in Fact

10-15-73
Date signed

ATTEST

M. D. Luff
Secretary