

Yeldell - DNR, Amy <amy.yeldell@state.co.us>

## RE: DRMS Inspection Rpt 5-14-19 - Reclamation Completed

1 message

Gerry Deschaine <gdeschaine@naturalsoda.com> Sat, Jun 1, 2019 at 1:15 PM To: "Yeldell - DNR, Amy" <amy.yeldell@state.co.us>, Kirk Daehling <kdaehling@naturalsoda.com>, "Daub, Gerald" <gjdaub@daubandassociates.com>, "Daggett, Paul" <pdaggett@blm.gov>

Amy,

This is to update you on this project as requested. The photos are the completed Natural Soda pad # 4-3H(V) spill reclamation. This brine spill repair included removal of contaminated soil, import of clean topsoil, grading, and handseeding with previously approved seed we had on hand (seed tag attached).

Best regards,

## **Gerry Deschaine**

Divisional Risk and Sustainability (HSE) Manager



## **Natural Soda**

3200 County Road 31, Rifle, Colorado, 81650, United States

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From: Yeldell - DNR, Amy <amy.yeldell@state.co.us>

Sent: Wednesday, May 29, 2019 3:09 PM

To: Kirk Daehling <a href="mailto:kirk Daehling@naturalsoda.com">kirk Daehling@naturalsoda.com</a>; Daub, Gerald <a href="mailto:kirk Daehling@naturalsoda.com">kirk Daehling@naturalsoda.com</a>; Daehling@naturalsoda.

<gdeschaine@naturalsoda.com>; Daggett, Paul <pdaggett@blm.gov>

Subject: DRMS Inspection Rpt 5-14-19

AII,

Please see the attached DRMS Insect Report from 5-14-19. A hard copy is in the mail to Kirk.

Amy Yeldell

**Environmental Protection Specialist** 

Minerals Program, Grand Junction Field Office

P 970.254.8511 Ext:8183| F 970.241.1516

101 S. 3rd St., Suite 301, Grand Junction, CO 81501

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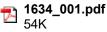
## 3 attachments



IMG\_3763.JPG 156K



IMG\_3762.JPG 160K



From

Granite Seed - Denver 490 East 76th Ave., Unit A Denver, CO 80229

Mix Name

Soda Mix

3-39228 Soda Mix

1 of 1

Mix #

193445

		Variety	G + D or H	Olifini
49 48	BLUEBUNCH, WHEATGRAS BEARDLESS ALFALFA THICKSPIKE WHEATGRASS	Wnitmar Ladak Gntana	97 + 0 = 97 51 + 17 = 98 99 -TZ	WA MT MT
- 30		Date Tested: 02-Jul-18		

Un Other Crop Hard Seed: 4 16 1.68 Inert 1-, 15pr

0.03 Weed Seed

NOXIDUS Weed: NONE FOUND

Alfalfa / Pre-Vall 3000 INOCU-ANT

Net Weight

41 OB Lbs PLS

41 67 Lbs Bulk

Coverage 41.874 Bulk #

NOTICE TO BUYER LIMITATIONS OF WARRANTIES AND REMEMBE

Crop yield and quality are dependent upon many factors beyond the contract this labeled seller and NO WARRANTY is made Urop yield and quality and dependent upon many factors beyond the control of the labeled seller and NO WARRANT'S in the for crop yield and quality. The labeled seller warrants that all seed gold has been to stoke a required under seplicible state and for crop yield and quality. The labeled seller warrants that all seed gold from to the label description, within recognized toll-rances. THIS WARRANTY'S IN LIEU OF ALL OTHER WARRANTIES EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF NOTWINITED THIS SERVICE APPROVED THE PROPERTY AND FITNESS FOR A PARTICULAR PLAPOSE THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DISCRIPTION ON THE

No claim shall be asserted against the labeled seller unless Buyer reports to the labeled seller within a reasonable peril. I after discovery (not to exceed thirty days), any condition that might lead to a complaint. BUYER'S EXCUSIVE REMEDY FOR MY CLAIM OR LOSS RESULTING FROM BREACH OF WARRANTY, BREACH OF CONTRACT OR NEGLIGENCE (INCLUDING BUT NOT LIMITED TO INCIDENTAL OR CONSEQUENTIAL DAMAGES) SHALL BE LIMITED TO REPRAYMENT OF THE PURCHASE PRICE

By acceptance of the seed. Buyer agrees the terms and conditions stated above are a banefit to the bargain and constitute the entire agreement between Buyer and the labeled seler. Buyer shall return the original unopened seed package to the labeled seller within twenty days of receipt for a refund of the purchase price if not accepted under these terms

NOTICE: REQUIRED ARBITRATION / CONCILIATION / MEDIATION

The seed laws of several states including Arkansas, California, Colorado, Florida, Georgia, Idaho, Illinois, Indiana, Minnesota, Masiasippi, Montana, North Dakota, South Carolina (Section 45-21-260), South Dakota, Texas and Washington require arbitration, conciliation or mediation of disputes involving alleged defective seed before certain legal actions may be maintained against a Saller. North Caroline of fars an aternative to court action that allows claims to be investigated and heard before the Special Saed Board A complaint (swom for AR, CO, FL, IL, IN, MN, MS, MT, NC, SC, TX, WA, signed only, CA, GA, ID, ND, SD) must be filed with the Department of Agriculture or Seed Commissioner (IN) or State Plant Board (AR) or Commissioner of Agriculture (NC) within such time to permit an inspection of seed, crops or plants (by an Arbitration Committee - AR, ID, MS, SC) in NC, failure to follow this procedure will limit the amount of damages recoverable. Certified copy of complaint must be sent by registered mail to the labeled saller as provided in individual state law. Information about these requirements may be obtained from the state Department of Agriculture.

> Valley Ranch Supply 1034 Julie Cr. Meeler CO 81641



