



TRI-STATE GENERATION AND TRANSMISSION ASSOCIATION, INC.

HEADQUARTERS: P.O. BOX 33695 DENVER, COLORADO 80233-0695 303-452-6111

January 20, 2020

Mrs. Janet Binns
Environmental Protection Specialist
Colorado Division of Reclamation, Mining & Safety
Department of Natural Resources
1313 Sherman Street, Room 215
Denver, CO 80203

**RE: New Horizon North Mine
Permit No. C-2010-089
2019 Annual Reclamation Report**

Dear Mrs. Binns,

Tri-State Generation and Transmission Association, Inc. (Tri-State), is the parent company to Elk Ridge Mining and Reclamation, LLC New Horizon North Mine. The New Horizon Mine operates under the Colorado Division of Reclamation, Mining, and Safety Permit No. C-2010-089.

Per Rule 2.04.13(1), by February 15, or other such date as agreed on, each permittee shall file an annual reclamation report covering the previous calendar years for all areas under bond. New Horizon by permit is required to submit the report annually by March 15. Therefore, enclosed please find two (2) copies of the Annual Reclamation Report for the calendar year 2019 as required.

If you should have any additional questions or concerns please feel free to contact Tony Tenyson at (970) 824-1232 at your convenience.

Sincerely,

Daniel J. Casiraro
Senior Manager
Environmental Services

DJC:TT:der

Enclosure

cc:

Chris Gilbreath (via email)
Frank Ferris (via email)
File: G474-11.3(21)c-7

Elk Ridge Mining & Reclamation, LLC

PERMIT C-2010-089

NEW HORIZON NORTH MINE

2019 ANNUAL RECLAMATION REPORT

JANUARY 1, 2019 to DECEMBER 31, 2019

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A. Rule Requirements

Rule 2.04.13(1)(a-f) states, by February 15, or such date agreed on, each permitted shall file an annual reclamation report covering the previous calendar year for all areas under bond. The report shall include, but are not limited to, text, discussion and maps which address:

- the name and address of the permittee and permit number
- location and number of acres disturbed during that year
- location and number of acres backfilled and graded during that year
- location and number of acres topsoiled during that year
- the species, location and number of acres of vegetation planted during that year, including any augmented seeding or cultural practices
- location, number of acres and date of planting for all previously revegetated areas

Per Section 2.04.13 of Permit No. C-2010-089 the New Horizon North Mine submits the annual reclamation report annually by March 15. Additional requirements for contents of this annual reclamation report can be found in Section 2.05.4(2)(d), Section 2.05.4(2)(e), and Section 2.05.6(2).

B. Permittee

New Horizon North Mine
Permit No. C-2010-089
PO Box 628
Nucla, CO 81424

C. Disturbed Areas

During 2019, 0.0 acres of new disturbance occurred at the New Horizon North Mine.

At the end of 2019, the total disturbance was 157.1 acres. Of this, 42.9 acres are in long-term mining, reclamation, or facilities. All of the active mining areas have been backfilled, graded, and topsoiled. Therefore, there are no active mining areas exist at the New Horizon North Mine.

D. Backfill and Grading

During 2019, 0.0 acres were backfilled and graded.

E. Reclamation Activities**1. Spoil Quality**

The spoil sampling and analysis program for the New Horizon North Mine is described in Section 2.05.4(2)(d), Table 2.05.4(2)(d)-1 of the approved permit. All areas for spoil quality (Bench 1) have been sampled for the entire mine site. Please see previous annual reclamation reports for the results of the analyses.

2. Topsoil

During 201, 0.0 acres were topsoiled. Table 1 provides the overall stockpile volumes for the mine.

3. Seeding

The New Horizon North Mine permanently seeded 88.3 acres of Irrigated Pasture and 4.9 acres of Dryland Pasture in 2019. Please see Table 2 for specific details on each reclamation unit, and Map 1 for the areas seeded in 2019. Attachment 2 contains documentation on specific seed mix utilized and a sample of the seed tags for 2019.

See Section 2.05.4(2)(e) of the permit application package for seed mix information.

4. Soil Fertility Testing and Fertilizer Application

No soil fertility testing was conducted by the landowner in 2019.

Fertilizer was applied to reclamation unit IP-1. Fertilizer and rates that were applied in 2019 are as follows:

IP-1	
<u>Fertilizer</u>	<u>Pounds/Acre Applied</u>
Monoammonium Phosphate	76

F. Wildlife Monitoring and Mitigation

No wildlife monitoring occurred in 2019. In May and August of 2019, the New Horizon Mine North Mine conducted Prairie Dog mitigation in reclaimed areas where the species was present. The licensed exterminators employed carbon monoxide treatments to active holes.

G. Interim Revegetation Report

Interim vegetation monitoring did not occur at the New Horizon North Mine in 2019. Future Interim Vegetation Reports will be included as an attachment.

H. Weed Management

During April of 2019, noxious weeds were mitigated by spot spraying by a licensed contractor or hand removal. The actual treatment sites were generally small and random and thus too small to accurately depict on a map.

Target species for noxious weeds included Knapweed(s), Thistle(s), White Top, Russian-olive, saltceder/tamarisk, burdock, mullein, halogeton, purple loosestrife, and Western whorled milkweed. Other target species are included in the Montrose County (2010) and San Miguel County (2002) Noxious Weed lists.

Table 1 – Stockpile Volumes at the End of Report Year

<u>Stockpile Type</u>	<u>Volume (Cubic Yards)</u>
Topsoil Pile 1 - Mixed	33,720
Topsoil Pile 2 - Mixed	32,290
Topsoil Pile 3 - Progresso	16,580

Table 2 – New Horizon North Reclamation Table

Area	Reclamation Period		Status				Notes:
	Year	Acreage	Revegetated Years	Bond Release			
				Phase 1	Phase 2	Phase 3	
NHN-01	2017	3.7	2	2017			3.7 acres planted to Dryland Pasture
NHN-02	2017	2.7	2	2017			2.7 Acres planted to Dryland Pasture
NHN-03	2018	20.6	1	2017			20.6 Acres planted to Dryland Pasture
NHN-04	2019	88.3	0	2017			88.3 Acres planted to Irrigated Pasture
NHN-05	2019	4.9	0	2017			7.3 Acres planted to Dryland Pasture
Total		120.2					

Figure 1 - CDRMS Annual Reclamation Report Form**Colorado Division of Reclamation, Mining and Safety**

Annual Reclamation Report for Calendar Year – 2019

New Horizon North Mine	C-2010-089	Elk Ridge Mining & Reclamation, LLC.
Mine Name	Permit Number	Permittee
P.O Box 628 – 27646 W. 5 th Street Nucla, CO 81424		
Address		

This report, required by Rule 2.04.13, is due by February 15 of each year, or other date, as agreed upon by the Division. It should include text, discussion, and maps, at a minimum, in addition to any other reclamation monitoring data as required by the approved permit. The location of the acreage reported under each land status category and year of seeding (if applicable) should be clearly identified on a map included with the report.

Land Category	Last Year's Cumulative Total (from last year's ARR)	This Calendar Year			Cumulative Total
		Acres Added (+)	Acres Subtracted (-)		
Acreage in Active Mining Areas ¹	0	0	0	=	0

Land Category	Last Year's Cumulative Total (from last year's ARR)	This Calendar Year			Cumulative Total
		Acres Added (+)	Acres Subtracted (-)		
Acres Disturbed ²	157.1	0	0	=	157.1
Acres Backfilled and Graded	82.4	0	0	=	82.4
Acres Topsoiled	123.6	0	3.4*	=	120.2*

Acreage in Long-term Facilities ³	Last Year's Cumulative Total (from last year's ARR)	This Calendar Year			Cumulative Total
		Acres Added (+)	Acres Subtracted (-)		
Non-Permanent Facilities	43.3	0	0.4	=	42.9
Permanent Facilities (permitted)	0	0	0	=	0
Totals	43.3			=	42.9

Acres Seeded (permanent)	Last Year's Cumulative Total (from last year's ARR)	This Calendar Year			Cumulative Total
		Acres Added (+)	Acres Subtracted (-)		
9 Years and Less	27	93.2	0	=	120.2
10 Years and Greater	0	0	0	=	0
Totals	27			=	120.2

Bond Release	Last Year's Cumulative Total (from last year's ARR)	This Calendar Year			Cumulative Total
		Acres Added (+)	Acres Subtracted (-)		
Phase I Released	0	120.2	0	=	120.2
Phase II Released	0	0	0	=	0

New Horizon North Mine

Phase III Released	0	0	0	=	0
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¹Includes pits, topsoil stripped areas in advance of pits, and spoil not backfilled and graded

²Surface Mine Acres Disturbed = B&G + Long-Term Facilities + Active Mining Areas; Underground Mine Acres Disturbed = B&G + Long-Term Facilities; Separately-permitted Loadouts = B&G + Long-Term Facilities

³Includes haul, access and light-use roads, temporary dams and impoundments; permanent dams and impoundments; diversion and collector ditches, water and air monitoring sites; topsoil stockpiles; overburden stockpiles; repair, storage and construction areas; office area, repair shops, and parking; coal stockpiles, loading, and processing areas; railroads; coal conveyors; refuse piles and coal mine waste impoundments; head-of-hollow fills; valley fills; ventilation shafts and entryways; and non-coal waste disposal area (garbage dumps and coal combustion by-products disposal areas).

*New Horizon North Mine noticed an issue with the acres topsoiled reported in 2017. The discrepancy was 3.4 acres and it has been corrected in the 2019 Annual Reclamation Report.

Attachment 1
Seed Mixture Tags

42 of 124

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

09-Apr-19

3-40376

Oats

OATS

Lot Number: MONICO1B

Variety: Monico

Pure Seed: 99.79 %

Other Crop: 0.00 %

Inert Matter: 0.21 %

Weed Seed: 0.00 %

Origin: MT

G + H or D: 99 + 0 = 99

Date Tested: 21-FEB-19

Bulk Weight: 50.00 Lbs.

PLS Weight: 49.40 Lbs.

Noxious Weed: None Found

NO BUYER LIMITATIONS OF WARRANTIES AND REMEDIES

and quality are dependent upon many factors beyond the control of the labeled seller and NO WARRANTY is made for crop yield and quality. The labeled seller warrants that all seed sold has been labeled as such under applicable state and federal seed law and that the seed conforms to the label description, within stated tolerances. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE LABEL.

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

Granite Seed - Denver
 From: 490 East 76th Ave., Unit A
 Denver, CO 80229 2 of 7

Mix Name: **Temporary Mix** 3-38609
 Mix #: **192443** Temporary Mix

% Pure	Common Name	Variety	G + D or H	Origin
38.79	SLENDER WHEATGRASS	Pryor	99 + 0 = 99	CAN
20.87	WESTERN WHEATGRASS	Amiba	92 - TZ	ID
20.00	CRESTED WHEATGRASS	Nordan	96 - TZ	CAN
7.50	ORCHARDGRASS	Palute	96 + 0 = 96	OR
5.00	BLUEGRASS, CANADA	Canon	96 + 0 = 96	WA
2.45	SUNFLOWER, ANNUAL	Four Corners	98 - TZ	CO
1.52	FIREWHEEL	VNS	9 + 70 = 79	MEX
1.48	CALIFORNIA POPPY	VNS	81 - TZ	WA
0.56	COREOPSIS, PLAINS	VNS	68 + 18 = 86	OK

0.02 Other Crop Date Tested: 07-Nov-17
 1.79 Inert Matter Hard Seed: 1.22
 0.02 Weed Seed Noxious Weed: barnyard grass

Net Weight: 47.04 Lbs. PLS 50.00 Lbs Bulk
 Coverage: 50.000 Bulk #

NOTICE TO BUYER LIMITATIONS OF WARRANTIES AND REMEDIES

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

By acceptance of the seed, Buyer agrees that the conditions stated above are a benefit to the bargain and constitute the entire agreement between Buyer and the labeled seller. 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, Mississippi, Montana, North Dakota, South Carolina (Section 40-21-260), 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 seller. North Carolina offers an alternative to court action that allows claims to be investigated and heard before the Special Seed Board. A complaint (sworn 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 seller as provided in individual state law. Information about these requirements may be obtained from the state Department of Agriculture.

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

15-Apr-19

3-40377

AV 120 Alfalfa

ALFALFA

Lot Number: AV120-17-1NC

Variety: AV120

Pure Seed: 99.46 %

Other Crop: 0.11 %

Inert Matter: 0.39 %

Weed Seed: 0.04 %

Origin: SD

G + H or D: 84 + 3 = 87

Date Tested: 14-FEB-19

Bulk Weight: 50.00 Lbs.

PLS Weight: 43.27 Lbs.

Noxious Weed: None Found

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

20-Feb-19

3-39789

Forage kochia

KOCHIA, FORAGE

Lot Number: V-109339
Variety: VNS
Pure Seed: 79.49 %
Other Crop: 0.00 %
Inert Material: 20.51 %
Weed Seed: 0.00 %

Origin: UT
G + H or D: 91 -TZ
Date Tested: 21-DEC-18
Bulk Weight: 34.88 Lbs.
PLS Weight: 25.00 Lbs.

Noxious Weed: None Found

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

Mix Name: **New Horizon Mix 8 - Dryland Pasture**

Mix #: **185591**

3-34549

New Horizon Mix 8 - Dryland Pasture

Pure Common Name	Variety	G + D or H	Origin
31.90 WESTERN WHEATGRASS	Amiba	95 + 0 = 95	WA
23.02 THICKSPIKE WHEATGRASS	Cntana	97 + 0 = 97	MT
21.83 WILD RYE, RUSSIAN	Bozolsky	95 + 0 = 95	MT
11.00 ALFALFA	Ladak 65	65 + 22 = 87	MT
8.70 SALT BUSH, FOURWING	VNS	55 - TZ	NM

0.03 Other Crop
 3.51 Inert Matter
 0.00 Weed Seed

Date Tested: 07-Sep-17
 Hard Seed: 2.42

Noxious Weed: NONE FOUND

Net Weight: 43.87 Lbs. PLS
 Coverage: 50.000 Bulk #

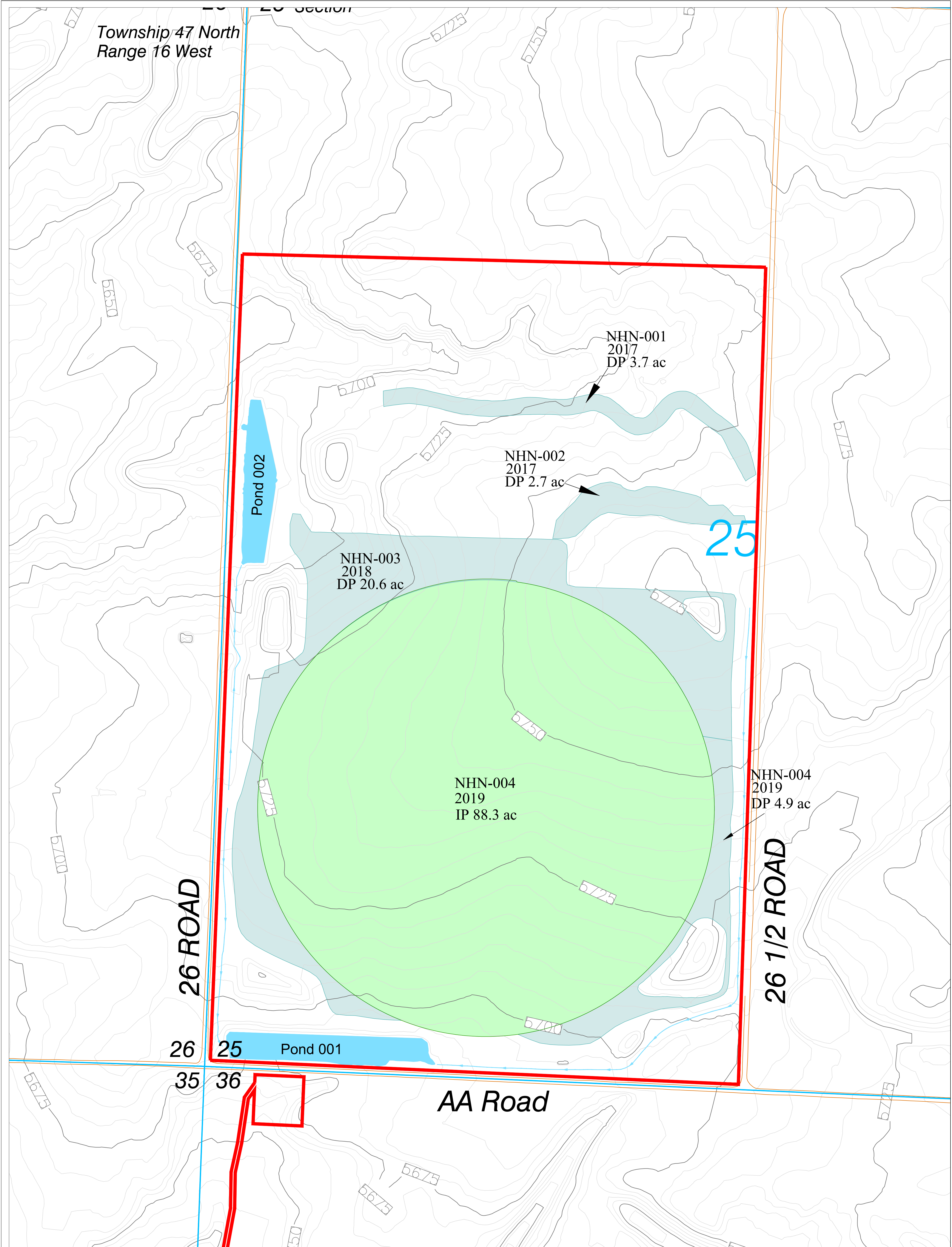
50.00 Lbs. Bulk

NOTICE TO BUYER LIMITATIONS OF WARRANTIES AND REMEDIES
 Crop yield and quality are dependent upon many factors beyond the control of the labeled seller and NO WARRANTY is made for crop yield and quality. The labeled seller warrants that the seed conforms to the description, within recognized tolerances. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE LABEL.

No claim can be asserted against the labeled seller unless Buyer reports to the labeled seller within a reasonable period after delivery (not to exceed thirty days), any condition that might lead to a complaint. BUYER'S EXCLUSIVE REMEDY FOR ANY DEFECT 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 REPAYMENT OF THE PURCHASE PRICE.

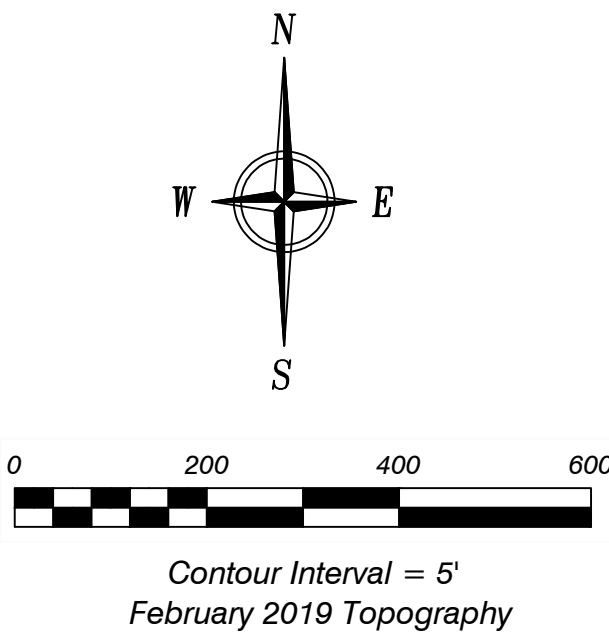
By acceptance of the seed, Buyer agrees the terms and conditions stated above are a benefit to the bargain and constitute the entire agreement between Buyer and the labeled seller. Buyer shall return the original unopened seed package to the labeled seller within twenty days of receipt for a refund of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


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 The seed laws of several states including Arkansas, California, Colorado, Florida, Georgia, Idaho, Illinois, Indiana, Mississippi, Montana, North Dakota, South Carolina (Section 46-21-760), South Dakota, Texas and Washington, allow for the arbitration or mediation of disputes involving alleged defective seed before certain legal actions may be filed. North Carolina offers an alternative to court action that allows claims to be investigated and resolved by the North Carolina Seed Commission (IN) or State Plant Board (SC). Plant Board (SC) may also be used for disputes involving alleged defective seed, crops or plants (by an Arbitration Commission or Seed Commission). A complaint (sworn for AR, CO, FL, IL, IN, MN, MS, MT, NC, SC, TX, WA, signed only by the complainant) must be filed with the Department of Agriculture or Seed Commission recoverable. Certified copy of the complaint must be filed with the time to permit an inspection of seed, crops or plants. Information about these laws is available from the labeled seller as provided in individual state law. Information New Horizon North Mine.



LEGEND

- Permit Boundary
- County Roads
- Permitter Ditch
- Sediment Pond
- Irrigated Pasture Reclamation Area
- Dryland Pasture Reclamation Areas



Annual Reclamation Map					
<div><p>ELK RIDGE MINING & RECLAMATION A LIMITED LIABILITY COMPANY NEW HORIZON MINE Permit C-1851008 P.O. Box 628, Nucleo, CO, 81424</p></div>			SCALE: 1" = 200' ORIGINAL DATE: 3/15/16 DWG. BY: TR APPROVED BY: Tony DWG NO.		
			Map 1		
No.	REVISION	DATE	BY	CHK	
1	Revised Topsoil/Backfill	3/13/17	TF	Tony	
2	Revised Topsoil/Backfill	2/22/18	TF	Tony	
3	Revised Entire Map	2/14/19	TF & Tony	Tony	
3	Revised Reclamation Areas & Legend	1/14/19	Tony	Tony	