OGMCOAL DNR <ogmcoal@utah.gov>

Seeding Wildcat Topsoil

2 messages

Priscilla Burton <priscillaburton@utah.gov> Thu, Feb 16, 2017 at 2:06 PM
To: Joe Helfrich <joehelfrich@utah.gov>, OGMCOAL DNR <ogmcoal@utah.gov>

Hi Joe,

Topsoil piles and in-situ topsoil storage at Wildcat were seeded today. There was about 4-6 inches of crusted snow on the piles.
The seed mix is attached.

Priscilla Burton, MS, CPSSc
Environmental Scientist III
Utah Division of Oil, Gas & Mining
Price Field Office
phone: 435-613-3733

2 attachments

DSCN7839.JPG
6929K

2017_02_17 Wildcat topsoil seed.pdf
32K

Priscilla Burton <priscillaburton@utah.gov> Thu, Feb 16, 2017 at 2:23 PM
To: Joe Helfrich <joehelfrich@utah.gov>, OGMCOAL DNR <ogmcoal@utah.gov>

Priscilla Burton, MS, CPSSc
Environmental Scientist III
Utah Division of Oil, Gas & Mining
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phone: 435-613-3733

[Quoted text hidden]

2017 02 17 seed on snow .JPG
132K

seeded 02/16/2017 on all Wildcat topsoil

From: Granite Seed - Lehi
1697 W 2100 N
Lehi, UT 84043

Mix Name: UDOMG 1-43058

Mix #: 175001 UDOMG

% Pure	Common Name	Variety	G + O or H	Origin
34.92	WILDRYE, GREAT BASIN	Trailhead	97 - TZ	MT
33.30	WINTERFAT	VNS	90 - TZ	NM
16.70	KOCHIA, FORAGE	VNS	78 - TZ	NV

0.10 Other Crop Date Tested 18-Aug-16

14.89 Inert Matter Hard Seed 0.00

0.09 Weed Seed Noxious Weed NONE FOUND

Net Weight 19.21 Lbs PLS 25.00 Lbs Bulk

Coverage: 24.995 Lb

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 all seed sold has been labeled as required under [illegible] and federal seed law and that the seed conforms to the label description, within recog[illegible] WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, [illegible] WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE [illegible] WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE LABEL [illegible]

No claim shall be asserted against the labeled seller unless Buyer reports to the labeled seller within a reasonable period after discovery (not to exceed thirty days), any condition that might lead to a complaint. BUYER'S EXCLUSIVE REMEDY FOR ANY 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 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.

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 46-21-260), 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.

Wildcat Loadout
Kit Pappas
4855 N Spring Glen Rd
Helper, UT 84526

topsoil was covered with 4-6" snow. See images