

ENCLOSURE B

STATEMENT OF CERTIFICATION

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine or imprisonment for knowing violations.

Signature Ernie Spragen Date 11-26-19
Printed Name Ernie Spragen
Title owner DER Disposal

40 CFR § 122.22 Signatories to permit applications and reports.

(a) *Applications.* All permit applications shall be signed as follows:

(1) **For a corporation.** By a responsible corporate officer. For the purpose of this section, a responsible corporate officer means: (i) A president, secretary, treasurer, or vice-president of the corporation in charge of a principal business function, or other person who performs similar policy- or decision-making functions for the corporation, or (ii) the manager of one or more manufacturing, production, or operating facilities, provided, the manager is authorized to make management decisions which govern the operation of the regulated facility including having the explicit duty of making major capital investment recommendations, and initiating and directing other comprehensive measures to assure long term environmental compliance with environmental laws and regulations; the manager can ensure that the necessary systems are established or actions taken to gather complete and accurate information for permit application requirements; and where authority to sign documents has been assigned or delegated to the manager in accordance with corporate procedures.

Note: EPA does not require specific assignments or delegations of authority to responsible corporate officer identified in Sec. 122.22(a)(1)(i). The Agency will presume that these responsible corporate officers have the requisite authority to sign permit applications unless the corporation has notified the Director to the contrary. Corporate procedures governing authority to sign permit applications may provide for assignment or delegation to applicable corporate positions under Sec. 122.22(a)(1)(ii) rather than to specific individuals.

(2) **For a partnership or sole proprietorship.** By a general partner or the proprietor, respectively; or

(3) **For a municipality, State, Federal, or other public agency.** By either a principal executive officer or ranking elected official. For purposes of this section, a principal executive officer of a Federal agency includes: (i) The chief executive officer of the agency, or (ii) a senior executive officer having responsibility for the overall operations of a principal geographic unit of the agency (e.g., Regional Administrators of EPA).

(b) All reports required by permits, and other information requested by the Director shall be signed by a person described in paragraph (a) of this section, or by a duly authorized representative of that person. A person is a duly authorized representative only if:

(1) The authorization is made in writing by a person described in paragraph (a) of this section;

(2) The authorization specifies either an individual or a position having responsibility for the overall operation of the regulated facility or activity such as the position of plant manager, operator of a well or a well field, superintendent, position of equivalent responsibility, or an individual or position having overall responsibility for environmental matters for the company, (A duly authorized representative may thus be either a named individual or any individual occupying a named position.); and,

(3) The written authorization is submitted to the Director.

11-26-19

Dear Erin Kleffner,

Here is the response to your information request after we spoke on the phone . I am going to answer your questions first give you a summery of what we talked about on the phone.

Your questions on page 4.

- A. Street address ... the land was 7.5 miles west of Lame Deer, MT on a large hay pivot belonging to Tom Robinson .
- B. Dates ... dates are included in the pump log provided from 8-9-18 to 10-7-18
- C. # of acers..... I do not know for sure but 40 +
- D. LOADS ... 34 -2300 gal loads = 78,200 gals plus two tanker off loads = 6,200 gal for a total of 84,400 gals
- E. ~This land was not within 500 feet of any occupied building
~Not within 150 of any surface water or wetlands
~Not with in 100 feet of any state , federal, county or city maintained road
~Not with in 100 feet of a drinking water supply source
~slopes were not greater than 6%
~Permission was given by the tribe
~No threatened or endangered species lived there
~sewage was spread with a splash plate
~No sewage was dumped in bad weather (rain, or before a rain, snow or freezing conditions)
- F. Using the states Maximum application rate of $AAR=100/0.0052 = 19,230 \text{ gal/acre/year}$ we stayed way below this number

I have enclosed the Subcontractor agreement I had with ADAMAS CON. And my pump LOG.

On 8-9-19 I showed up to start work , I meet Nathan with ADAMAS Con. He showed me 5 frack tanks he wanted off loaded. With in a few mins. A man arrived and introduced himself as George Cummins with Indian Health Services and some Tribal utilities Commission , and that he was representing the tribe. There were several other Tribal workers there too , another was James Bement from Tribal Utilities .. The others I did not know and they did not introduce themselves . I then went to work loading my fist load ,after I was loaded the whole group of us drove out to Tom's place ..were we found Tom pre tilling the field with a tractor and a disk. Some introductions were made . I made a test run while they walked along beside the truck it was determined I should maintain 10 mph speed. Some more rules were given 1. I was to stay on top of Tom's disk marks , that was soon change to inside his marks . this was easy because we worked from the outside in.. 2. Keep the gates closed so the cattle did not get in or out. 3 No

dumping in Bad weather. 4 Tom would control the dump area by pre disking. I did not have any direct contact with any tribe workers after that only Tom and Nathan , Tom and I spoke both over the phone and in the field while he was disking, coordinating together. Nathan and his team were on both ends of the Job , I saw them taking samples and moving pipe etc. I saw plenty of tribal trucks coming and going on the site but didn't speak to them.

On 8-17-18 Nathan hired a tanker truck to help when I showed up.. They had showed up the day before but had difficulty off loading , Nathan asked me to off load them so I did. Two loads totaling 6200 gal .. they were claiming a 5000 gal tank but my truck has sight glasses so I can measure how much I haul.

On 8-29-19 a tribal utilities pick flagged me down and said I was to stop work and locked me out of the job site. I went to the Utilities office and meet with Sherri Bement she was very rude , and told me I was being run off because we were not hiring enough natives and had not Paid our T.E.R.O. (Tribal Employment Rights Office) Fees ... I told her I did have my card ,and that the TERO office was in disarray , and that they had just got a new director Lavonne King, and that I was a one man band I had no other workers. She said she did not care she was sure ADAMAS did not hire his Quota and he needed to be paying money to the tribe... I asked if I could go in the job site to get my tools and she said NO. I told her she could stop me from making money and I needed my tools , and I would go get them anyway. She got on the phone with what she said was her lawyer , after the call she said I could go get my tools and her guys would let me in .. She then pulled me outside and asked me if I would like to go into partnership with her and make some money with my pump truck... I didn't even want to hear it and I cut the conversation short.

I got the green light to start pumping again on the 4th of Oct. and finished on the 7th of Oct.

I have still not been paid for my work, and I knew Nathan had only been paid for show up, not for work done, so on 4-5-19 I met Nathan, his wife, and his lawyer in Billings at Indian Health Services Office. There was a disagreement about how much solids were applied to the field. I.H.S. said we had hauled 3% solids . After long discussion we pointed out some mistakes in their sampling process , I.H.S. said they would get back to us in 15 days .. according to Nathans lawyer they 1st said they owe us money but it needs to be moved around before we get paid... Then they said they owe us but they are going to wait and see what the EPA says first .. IN any case I hope that this helps ... Ernie Sprague

Subcontractor Agreement

THIS AGREEMENT, made this 8th day of August A.D. 2018 by and between **ADAMAS CONSTRUCTION AND DEVELOPMENT SERVICES PLLC** hereinafter called the Contractor, and **D&R Disposal Ernie Sprague** hereinafter called the Subcontractor.

For the consideration hereinafter named, the said Subcontractor covenants and agrees with said Contractor, as follows:

FIRST. The Subcontractor agrees to furnish all material and perform all work necessary to complete the: The pumping, removal and hauling of bio-solid sludge from the frac tanks located at the Lame Deer Lagoons in Lame Deer Montana and haul it to Tom Robinsons Pivot line approximately 15 Miles round trip.

SECOND. The Subcontractor agrees to promptly begin said work as soon as notified by said Contractors, and will notify contractor when 30 loads have been hauled and haul no more unless given written permission from contractor. Estimated begin date is 8/8/18. Subcontractor will furnish Contractor with logs for each day of hauling and pumping.

THIRD. The Subcontractor shall take out and pay for Workmen's Compensation and Public Liability Insurance, also Property Damage and all other necessary insurance, as required by the Owner, Contractor or by the State in which the work is performed.

FOURTH. The Subcontractor shall pay all Sales Taxes, Old Age Benefit and Unemployment Compensation Taxes upon the material and labor furnished under this contract, as required by the United States Government and the State in which the labor is performed.

FIFTH. No extra work or changes under this contract will be recognized or paid for, unless agreed to in writing before the work is done or the changes made. Contractor or representative of contractor to verify each load or charges under this contract will not be recognized or paid for.

SIXTH. This contract shall not be assigned by the Subcontractor.

IN CONSIDERATION WHEREOF, the said Contractor agrees that he will pay to the said Subcontractor, the sum of Three Hundred and Twenty Dollars (\$320.00) for each 2500 gallon load of sludge removed from the Lame Dear Lagoon and hauled to Tom Robinsons field and applied at an even rate, said amount to be paid as follows: Contractor shall pay to the said Subcontractor within 3 business days after the Subcontractor shall have completed his work to the full satisfaction of the said contract or Owner and has submitted final invoice to contractor.

The Contractor and Subcontractor for themselves, their successors, executors, administrators and assigns, hereby agree to the full performance of the covenants of this agreement.

IN WITNESS WHEREOF, they have executed this agreement the day and date written above.

Witnesses:

Subcontractor

By

Contractor

By

Lame Deer Pump Log

Date	Load	Gal.	Time	Tank #	Tanker off load	Time	Daily total
8-9-18	1	2300	10:00	9			
---	2	2300	11:00	9			
---	3	2300	12:00	9			
---	4	2300	1:12	9			
---	5	2300	2:40	9			
---	6	2300	4:00	9			
---	7	2300	5:20	9/17			16,100
8-10-188	8	2300	10:00	17			
---	9	2300	11:38	17			
---	10	2300	1:12	17			
---	11	2300	2:17	14			
---	12	2300	5:25	14			
---	13	2300	6:30	14			
---	14	2300	7:45	14			
---	15	2300	9:10 pm	14/17			18,400
8-17-18	16	2300	8:30 am	18			
---	17	2300	10:30	18			
---					1	2300 11:20	
---					2	1000 1140	
---	18	2300	12:25	18			
---	19	2300	1:40	18			
---					3	2300 2:35	
---					4	600 2:50	15,400
8-20-18	20	2300		18			2,300

Date	Load	Gal.	Time	Tank #	Tanker off load	Time	Daily total
8-23 -18	21	2300	8:10	19			
---	22	2300	9:37	19			
---	23	2300	10:54	19			
---	24	2300	11:59	19			
---	25	2300	2:20	19/9			11,500
8-26-18	26	2300	8:20	9			2300
10-4-18	27	2300	1:15	9			
---	28	2300	2:25	9			
---	29	2300	3:30	9			
---	30	2300	5:05	9/14			9,200
10-06-18	31	2300	2:00pm	14			
---	32	2300	4:05	14/19			
---	33	2300	5:15	19/18			6,900
10-07-18	34	2300	11:50am	18			2300

Totals

Tanker Offload Totals

Dump Totals

6,200

78,200

Combined Total Of Field Spread By D&R Truck

Grand Total 84,400 Gal

SC

D&R DISPOSAL

INVOICE

Ernie Sprague
P.O. Box 552
Colstrip, MT 59323
(406) 749-1122
Fed ID#: 83-0843998

SOLD TO:
ADAMAS CONSTRUCTION
16550 Cottontail Trail
Shepherd MT
59079

Invoice Number: 18-095
Invoice Date: 31-Oct-18
Terms: Net 10 Days, Past due
30 day accounts will be
charged 1.5% per month
(18% per year)

SHIPPED TO:
LAME DEER LAGOON

Nathon
697-3022

Quantity	Description	Price	Amount
34	loads hauled to Tom Robinsons fields from 8-9-18 to 10-7-18 2300 gals each total 84,400 ^	\$320.00	\$10,880.00
2	off load of tanker truck X 2	\$300.00	\$600.00
Monthly Total			\$11,480.00
Past Due			
TOTAL Due			\$11,480.00

THANK YOU FOR YOUR BUSINESS

SC