



ADAMAS CONSTRUCTION And DEVELOPMENT SERVICES PLLC <adamas.mt.406@gmail.com>

Compliance with 503

2 messages

Sheri Bement <bement.sheri@gmail.com>

Wed, May 9, 2018 at 11:35 AM

To: "Courtney, James (IHS/BIL)" <James.Courtney@ihs.gov>

Cc: Dion Killsback <dkillsback77@gmail.com>, ADAMAS CONSTRUCTION And DEVELOPMENT SERVICES PLLC <adamas.mt.406@gmail.com>, "White, Jim (IHS/BIL)" <Jim.White@ihs.gov>

James,

This is to confirm that all land applications will meet or exceed the requirements of, U.S. Environmental Protection Agency (EPA) Part 503 Complaint 40 U.S.C. 503 et. seq., Montana Department of Environmental Quality (DEQ) including DEQ Circular 2, Chapter 80-89, and will demonstrate compliance with applicable laws, rules and regulations to include but not limited to the Montana Water Quality Act non-degradation and Hazardous Waste Disposal requirements, Title 75, Chapter 5, MCA and the Federal Water Pollution Control act, 33 U.S.C. 1251 et. seq.

If you have any questions or concerns please let me know.

Thank you.

Sheri

NCUC GM

ADAMAS CONSTRUCTION And DEVELOPMENT SERVICES PLLC <adamas.mt.406@gmail.com>

Mon, Oct 1, 2018 at 1:18 PM

To: "J. Andrew Person" <japerson@garlington.com>

Andrew,

Here is email from Sheri Bement with NCUC to IHS stating she will comply with EPA 503 regulations. I feel as our company was is not the main contractor these questions are best suited for the NCUC.

[Quoted text hidden]

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Nathan Pierce - Owner/General Manager

ADAMAS Construction & Development Services PLLC

PH: 1-406-697-3022

EMAIL: ADAMAS.MT.406@GMAIL.COM

CONTRACTOR REGISTRATION# 228703

~ Building the Future with the Enviroment in Mind ~

~ GENERAL CONTRACTOR - COMMERCIAL - INDUSTRIAL - RESIDENTIAL - MUNICIPAL ~

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ADAMAS CONSTRUCTION And DEVELOPMENT SERVICES PLLC <adamas.mt.406@gmail.com>

Payments

Dion Killsback <dkillsback77@gmail.com>

Fri, Aug 24, 2018 at 4:52 PM

To: ADAMAS CONSTRUCTION And DEVELOPMENT SERVICES PLLC <adamas.mt.406@gmail.com>

Cc: Doris Limberhand <d_lhand@yahoo.com>, "White, Jim (IHS/BIL)" <Jim.White@ihs.gov>, Jace <voaxaa@hotmail.com>

Mr. Pierce,

Thank you for your email. I am the attorney for the Northern Cheyenne Utilities Commission. I do not have an attorney-client relationship with ADAMAS Construction, nor have I held myself out to represent ADAMAS Construction either directly or indirectly. I have informed you that the NCUC is responsible for the performance of the sludge removal and ADAMAS Construction, as a sub-contractor, I represented the NCUC's interest in trying to complete the project and subsequently engaged in attempting to resolve the calculation of overall sludge removal on NCUC and ADAMAS Construction's behalf. It is in this context and only in this context I represented both NCUC and ADAMAS Construction met with Indian Health Service on August 21, 2018 in an attempt to salvage the sludge removal project for Lame Deer Lagoon.

However, the Indian Health Service has recommended to cancel the contract for the sludge removal. The NCUC has cancelled the contract. Upon the cancellation it was understood that ADAMAS Construction would complete the application of the remaining stored sludge; and that ADAMAS Construction would provide documentation of the volume of application to NCUC in order to process payment.

Indian Health Service and NCUC and ADAMAS Construction have agreed to a settlement of the sludge removal at 600,000 gallons or approximately 2/3 of the overall contract, where ADAMAS Construction will be compensated accordingly.

In order to process your payment there are several things that must occur: 1) application of sludge should be completed; 2) the documentation to support your work should also be completed; 3) NCUC and IHS will review the work completed and supporting documentation; 4) once both NCUC and IHS have been satisfied with the submissions from ADAMAS Construction a waiver and release of claims will be need to be executed by you; 5) payment will be processed, minus any costs associated.

The Northern Cheyenne Tribe, the President, Administrator and Tribal Council do not have any authority to process payment or expedite the process outlined above. Allegations and statements that go beyond the sludge removal work are not relevant for processing this payment, and if anything only complicate matters for NCUC and may actually cause delay in the processing of payment.

I am not authorized to provide you legal advice as I am not your attorney. However, based on your statement upon leaving the meeting on August 21, 2018 you indicated that you would be seeking legal counsel. I have therefore, instructed the NCUC staff to refrain from contacting you and ask that you also refrain from NCUC and direct all communication to my office.

ADAMAS Construction is no longer a consultant and is no longer a contractor of NCUC. ADAMAS Construction is not authorized to speak, work or represent in any manner on behalf of the NCUC. Other than the completion of the application of remaining sludge in your storage facilities, this is the only work authorized by NCUC for ADAMAS Construction to complete.

Thank you for your attention to this matter in advance.

Dion Killsback, Esq.

Killsback Law PLLC
Attorney at Law
P.O. Box 294
Busby, MT 59016
Mobile: (406) 672-4779
dkillsback77@gmail.com

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[Quoted text hidden]

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ADAMAS CONSTRUCTION And DEVELOPMENT SERVICES PLLC <adamas.mt.406@gmail.com>

Notice to Cease and Desist

Dion Killsback <dkillsback77@gmail.com>

Wed, Aug 29, 2018 at 9:54 AM

To: ADAMAS CONSTRUCTION And DEVELOPMENT SERVICES PLLC <adamas.mt.406@gmail.com>

Cc: Sheri Bement <bement.sheri@gmail.com>, doris.ncuc@gmail.com

Mr. Pierce,

The Northern Cheyenne Utilities Commission is aware that you have applied sludge to property on the Northern Cheyenne Reservation pursuant to your obligations under the agreement during the week of August 20, 2018. You are now directed to cease and desist all further work regarding the sewage sludge removal and application.

ADAMAS Construction contract for sludge removal and application with the NCUC has been terminated. ADAMAS Construction is no longer a contractor/consultant for the NCUC. ADAMAS Construction, its employees and subcontractors are not permitted to be on NCUC properties and are not permitted to be conducting any work.

Please provide a final invoice and supporting documentation for work up until August 24, 2018.

Any questions or concerns should be addressed to me in writing by email or regular mail.

Dion Killsback, Esq.

Killsback Law PLLC
Attorney at Law
P.O. Box 294
Busby, MT 59016
Mobile: (406) 672-4779
dkillsback77@gmail.com

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JUL 12 2019

Billings Area
Indian Health Service
2900 4th Avenue North
P.O. Box 36600
Billings, MT 59107

The Honorable Steve Daines
United States Senator
13 South Willson Avenue, Suite 8
Bozeman, Montana 59715

Dear Senator Daines:

I received your inquiry on behalf of your constituent, Mr. Nathan Pierce. Mr. Pierce is the owner and General Manager of ADAMAS Construction & Development Services, PLLC. His concern relates to a compensation dispute for work performed by ADAMAS on a sewage lagoon renovation project at Lame Deer, Montana, on the Northern Cheyenne Indian Reservation.

The Indian Health Service (IHS) entered into a project agreement with the Northern Cheyenne Utility Commission (NCUC) to complete the lagoon renovation project. The project agreement was executed by the IHS and NCUC with an effective date of May 11, 2018. NCUC then entered into a separate contract with ADAMAS on May 15, 2018 to perform much of the required work. It is important to note that there is not a contract between the IHS and ADAMAS. The IHS project agreement is solely with NCUC.

During performance of this work, a dispute arose regarding the amount of sludge that ADAMAS had pumped from the lagoon. It is the position of the IHS that the compensation dispute regarding the amount of sludge that was pumped, transported, and applied, is a dispute to be resolved between ADAMAS and NCUC. IHS has no authority to pay ADAMAS directly.

The IHS counsel conferred with counsel for NCUC on July 11, 2019 and was advised that settlement discussions between NCUC and ADAMAS are ongoing.

I trust this information is helpful and appreciate your continued interest in the health and well-being of American Indians and Alaska Natives.

Sincerely,

Bryce Redgrave, B.S., M.B.A.
Acting Area Director

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