

# STATE OF COLORADO

## DIVISION OF RECLAMATION, MINING AND SAFETY

Department of Natural Resources

1313 Sherman St., Room 215  
Denver, Colorado 80203  
Phone: (303) 866-3567  
FAX: (303) 832-8106



Bill Ritter, Jr.  
Governor

Harris D. Sherman  
Executive Director

Ronald W. Cattany  
Division Director  
Natural Resource Trustee

### MINERAL PROSPECTING DRILL HOLE PERMANENT ABANDONMENT FINAL REPORT

Pursuant to the terms of 34-32-113(5.5)(d) and (e) of the Act, all information provided in this report shall be protected as confidential information by the Mined Land Reclamation Board and shall never be a matter of public record.

Prospect Site Name: Centennial Project Prospect NOI No.: P- 2008-043

Drill Hole I.D. No. IN-14-33

Date Drilled: 4/28/09 Date Permanently Abandoned: 4/28/09

#### OPERATOR: (PROSPECTOR)

Name: PowerTech (USA) Inc.

Address: 5575 DTC Parkway

City: Greenwood Village St.: CO Zip: 80111

Telephone No.: (303) 790-7528

#### DRILLER:

Name: Layne-Western

Address: 17800 E. 22nd Ave.

City: Aurora St.: CO Zip: 80011

Telephone No.: (303) 755-1281

#### LOCATION:

The following information is required for all prospecting drill holes:

NE 1/4 of the SE 1/4 of Section 33, Township 10N, Range 67W,  
6 Prime Meridian, Weld County.

If the area has not been surveyed, supply the Longitude \_\_\_\_\_ West and Latitude \_\_\_\_\_ North, or attach a location map, preferably a USGS Quad.

The following additional information is required for artesian flowing holes:

Distances must be provided with an accuracy of  $\pm 200$  feet (34-32-113(5.5)(d))

\_\_\_\_\_ feet ( ) north ( ) south from the ( ) south ( ) north section line

\_\_\_\_\_ feet ( ) east ( ) west from the ( ) west ( ) east section line

**NOTE:** In the case of closely spaced drill holes having similar geologic and hydrologic characteristics, the Operator may, with the approval of the Division, submit a single consolidated final report including the location of all drill holes and a description of abandonment technique. In such a case, complete one abandonment final report form and attach a list of drill hole locations. If more space is needed to provide any of the information for this form, please attach separate sheets.

Complete One (1) of Either Subsections A or B; and Subsection C.

A. **PERMANENT ABANDONMENT** (Check the appropriate box and provide information)

( ) Plugged dry hole, method of plugging: \_\_\_\_\_

Depth at which concrete plug set: \_\_\_\_\_ feet below ground surface.

(X) Sealed Hole:

( ) Neat Cement Grout, top to bottom: grout mixture used: \_\_\_\_\_

( ) Neat Cement Grout, interval grouting: grout mixture used: \_\_\_\_\_

Intervals grouted (feet beneath ground surface, method and materials): \_\_\_\_\_

(X) Abandonment Fluid Mixture (Such as Sodium Bentonite with Polymer) Brand Name: Baroid  
20% Solids Quick Grout

Marsh Funnel viscosity of abandonment fluid: > 90 sec.

Type of surface plugging used: Cement

Depth at which plug set: 3-13 feet below ground surface,

Method: Poured Cement, Tremmed Quick Grout.

( ) Other method used with approval of the Division of Reclamation, Mining and Safety; describe in detail method and materials used on a separate attached sheet.

B. **CONVERSION TO A WATER WELL**

State Engineer's Permit No.: \_\_\_\_\_ (attach copy of permit)

County Where Well is Located: \_\_\_\_\_

Water Well Use: \_\_\_\_\_

C. **METHOD OF RECLAIMING DRILL SITE DISTURBANCE:** Drilling Pits were backfilled with material beneath topsoil. Topsoil will be spread, the drillpad cultivated, and approved seed mix applied during optimum planting season.

The Operator who conducted the prospecting drill operation states that the information set forth hereupon is true to the best of their knowledge.

Name of Operator's Representative: DAN TSCHOPP Title: GEOLOGIST

Signature of Operator's Representative: DT Date: 10/1/09

***NOI P-2008-043 MD-03 Completeness Issue Item #16d Attachments***

# Custom Estimate Developed Especially for:

Michael Beshore  
Powertech  
5575 Dtc Parkway, Suite 140  
Greenwood Village, CO 80111  
Phone: 970-282-7777

Prepared on 10/22/2009 by:



**Rain  
for  
Rent**

Dwight Wozney  
Cell: (303)901-0595  
P O Box 149  
Fort Lupton, CO 80621  
Phone: 303-857-6246  
Fax: 303-857-4435

[www.rainforrent.com](http://www.rainforrent.com)



**Rain for Rent's Engineering Department designs a wide spectrum of liquid handling systems. From the simplest pumping operation to the most complex bypass project, our engineers are available to assist you in designing a system to fit your needs.**



**Rain  
for  
Rent** Denver

# Rental/Sale Estimate

www.rainforrent.com

P O Box 149  
Fort Lupton, CO 80621  
Phone: 303-857-6246  
Fax: 303-857-4435

Estimate Number: 10-056-303294  
Prepared By: Dwight Wozney

**Job Description:**  
Tanks to store ground water for well testing purposes. SEE ADDITIONAL SPECS FOR JOB PROCESS. Hauling is estimate: actual will be billed. Customer to clean tanks before return. Tanks to be cert. cleaned prior to job start.

Customer: Powertech  
Customer ID: R98591  
Address: 5575 Dtc Parkway, Suite 140  
City/State: Greenwood Village, CO 80111  
Contact: Michael Beshore  
Office: 970-282-7777  
Fax:

**Location:**  
Wellington - East of I-25

Rental Sub Total: \$4,575.00  
Sale Sub Total: \$1,391.42  
Sub Total: \$5,966.42

\*The Terms and Conditions of the Rain For Rent Rental and Acute Hazardous Waste Agreements, Credit Application, Invoice and this estimate contain the complete and final agreement between Rain For Rent and Customer and no other agreement in any way modifying or adding to any of said Terms and Conditions will be binding upon Rain For Rent unless made In writing and signed by a Rain For Rent Corporate Officer.  
\*Payment terms are net 30 days from invoice date. A 1.5%month late charge will be made on any past due invoices.  
\*Estimate is valid for 30 days and is subject to credit approval.  
\*Availability subject to change without notice.  
\*Estimates are based on Customer supplied information and are subject to change based on actual requirements and usage.

Est. Delivery Hauling	\$1,875.00
Est. Pick-up Hauling	\$1,875.00
Est. Install Labor	\$1,015.00
Est. Removal Labor	\$925.00
Est. Enviro. Recovery Fee	\$15.00
Est. Fuel Surcharge	\$300.00

( Does Not Include Sales Tax ) **Estimate Total: \$11,971.42**

Date Prepared: 10/22/2009

Valid Until: 11/21/2009

Customer \_\_\_\_\_

Date \_\_\_\_\_

By signing this estimate, customer represents that customer has read and agreed to all terms of this estimate, including those on Terms & Conditions page and those on the Additional Specifications page (if applicable).



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# Rental/Sale Estimate

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Estimate Number: 10-056-303294

Application: Storage Materials: Ground water

\*Rain for Rent Cycle = 28 Days.

This estimate has not been flagged as PREVAILING WAGE.

## Rental Items

Qty	Unit	Days	Item #	Description	Day	Perct	Cycle	Total Price
4	Each	28 Day	+560201	TANK-MANIFOLD UNCTD	\$35.00	\$0.00	\$0.00	\$3,920.00
1	Each	1 *Cycle	MRC	4" LOW FLOW DIESEL POWER PUMP	\$0.00	\$0.00	\$350.00	\$350.00
1	Each	1 Day	MRC	500 GAL POLY TANK W/ HYDROTEST WATER	\$100.00	\$0.00	\$0.00	\$100.00
1	Each	1 Day	MRC	HYDROSTATIC TEST	\$200.00	\$0.00	\$0.00	\$200.00
5	Each	1 Day	740697	SPILLGUARD BRIDGE- 4"- 6" HO	\$1.00			\$5.00

Rental Sub Total: \$4,575.00

## Sale Items

Qty	Unit	Item #	Description	Unit Price	Total Price
350	Feet	MS	4" SCH 40 PVC PIPE BELL END	\$2.51	\$878.50
2	Each	MS	4" SCH 40 PVC SOC END CAP	\$12.21	\$24.42
5	Each	MS	4" SCH 40 PVC SOC X MPT	\$4.24	\$21.20
25	Each	MS	4" SCH 40 PVC COUPLING	\$8.97	\$224.25
5	Each	MS	4" SCH 40 PVC SOC 90 DEG ELLBOW	\$19.57	\$97.85
5	Each	MS	4" SCH 40 PVC SOCXSOXSOC	\$29.04	\$145.20

Sale Sub Total: \$1,391.42

Sub Total: \$5,966.42



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## Rental/Sale Estimate

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Estimate Number: 10-056-303294

### OPTIONAL PRODUCTS

pricing for delivery will be \$95.00/hr at 3hrs = \$285.00

pricing for pickup will be \$95.00/hr at 3 hrs = \$285.00

#### Optional Rental Items

QTY	UNIT	Duration	Item	Description	Rate	Amount	Days	Sub Total
1	Each	0 Day	+560201	TANK-MANIFOLD UNCTD	\$35.00	\$0.00	\$0.00	\$0.00

Rental Sub Total: \$0.00

Optional Total: \$0.00



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Estimate Number: 10-056-303294

### **Additional Specifications**

#### **PROJECT PROCESS:**

Once items are on site and system is installed, a hydrotest will be performed on the piping to ensure no leaks are present (approx. 500 gallons of water needed for test). Water will then be pumped from the well into the tanks. After testing is complete, the water will be pumped back into the well at a slow rate. Tanks will then be tested by the customer for radon prior to cleaning. If radon levels read high, customer will decontaminate equipment prior to standard cleaning procedures.

\*Estimate for tactical cleaning of tanks is \$600.00 per tank. This is an estimate only and actual will be billed.





Estimate Number: 10-056-303294

## Terms & Conditions

### Additional Terms

1. A cycle is defined as 4 weeks. A week is defined as one third of a cycle and a day is one third of a week. Customers will be invoiced at the appropriate cycle, weekly or daily rate based on actual equipment usage except for filtration, pipe, hose and fittings which will be billed at the cycle rates only and will not be pro-rated.
2. The rental rate for pumps and equipment with hour meters are based on an 8 hour day or 48 hour running week. The rental rate will be multiplied by 1.5 for greater than 8 hours per day or 49-96 operating hours per week and multiplied by 2.0 for more than 16 hours per day or 96 operating hours per week. Customer will be invoiced for 24 hours per day if the hour meter has stopped functioning.
3. Overtime will be invoiced at 1.5 times the regular rate for work occurring outside of normally scheduled business hours and 2.0 times the regular rate for work occurring on company recognized holidays.
4. Customer shall pay for any changes to work scope including but not limited to schedule changes, material, labor, third party, permit, fee or service costs. It is the Customer's responsibility to cooperate in the timely processing, approval and payment of any charges within Rain For Rent's invoice terms.
5. Customer is responsible to determine the suitability of equipment for the application.
6. Delivery, Return, Installation and Removal costs are estimated. Customer will be invoiced for actual time. Transportation will be invoiced on a Portal to Portal basis.
7. Customer is responsible for flushing and cleaning tanks, roll off boxes, pipelines, pumps, filters and other Rain for Rent equipment prior to return.
8. Customer is responsible for equipment, repairs, maintenance and damage, excluding normal wear and tear. All returned equipment is subject to inspection by Rain for Rent personnel. Damages and accrued rent will be invoiced to Customer while equipment is out of service for repairs.
9. The Customer cannot alter the equipment without Rain For Rent's prior written approval.
10. Customer will provide "all risk" property insurance for rented equipment.
11. Customer will not allow any equipment to come in contact with any substance that will cause corrosion, damage or leakage.
12. The Customer assumes all risks of loss due to operation and use of the equipment.
13. Customer is responsible to obtain any permits, licenses, certificates, bonds and give all notices required by law.
14. The rental period begins the day the equipment is delivered and continues until returned to Rain For Rent's facility unless written confirmation of the release is provided to the Customer before that time.
15. Rental equipment must be returned to the renting Rain for Rent branch unless agreed to in writing before the rental period begins.
16. All material that comes in contact with Rain For Rent equipment including media is the responsibility of Customer as generator. Rain For Rent shall not be responsible for any fines or sanctions as a result of Customer's use of the equipment.
17. The equipment is sold "AS IS, WHERE IS" in its present condition. Seller makes no warranties, expressed or implied of any kind whatsoever with respect to the equipment. Buyer agrees that buyer has purchased the equipment based on his judgement and evaluation, without reliance upon any statements of representations of seller, and that seller is not responsible for any defects in its operation or for any repairs, parts or services, unless otherwise noted.
18. De-watering, Roll-off, Vacuum boxes and similar equipment are not liquid tight. Rentee accepts full responsibility for all losses, damages and costs caused by or arising out of spills, leakage or discharge from this equipment.
19. Customer will use the equipment in a careful and proper manner and in accordance with safety rules, industry standards, manufacturer's specifications, recommendations, regulations and applicable laws
20. Customer shall be responsible for environmental fees covering waste fluid, fuel, filter and other disposal costs.
21. A Fuel Surcharge will be calculated and invoiced based on the diesel fuel price as published by the Department of Energy on <http://tonto.eia.doe.gov/oog/info/wohdp/diesel.asp>
22. Customer shall pay Rain For Rent additional expenses caused by site, soil or underground conditions, including, but not limited to, rock formations, environmental conditions, regulations or restrictions, hard pan, boulders, cesspools, gas lines, water lines, drain pipes, underground electrical conduits or other above ground or underground obstructions.
23. Customer shall be responsible for acquiring and paying for, if necessary, all public and private property easements required by the project.
24. The estimated labor component of this quote is based on non-prevailing wage rates. If prevailing wage laws are applicable, Customer must notify Rain For Rent in writing before Rain For Rent estimate completed. If Rain For Rent was not properly notified, Customer shall promptly pay any change orders that adjust wages to prevailing wage rates. Customer is responsible for providing applicable prevailing wage rates to Rain for Rent. Rain For Rent will provide certified payrolls on a bi-weekly basis if notified in writing 10 days before the start of the project.
25. Customer is prohibited from deducting retention from Rain For Rent invoices and charging Rain for Rent liquidated damages.
26. Customer is responsible for all routine maintenance including fuel, fluids, lubrication and filters every 150 hours on engine driven equipment. Rain For Rent will charge Customer for servicing any equipment that is on rent or returned that has not been serviced in 150 hours. Rain For Rent can provide field service upon request for an additional service charge. Rain For Rent must be notified 2 business days in advance to schedule required field service.
27. This estimate excludes any additional costs to Rain For Rent associated with Owner Controlled Insurance (OCIP) or WRAP insurance programs that will be added to Rain For Rent's prices.
28. Customer is responsible to provide freeze protection for all equipment on site.
29. Customer will be responsible for security, traffic control and road crossings. Traffic control shall meet all applicable Federal, State, and Municipal laws and regulations to assure a safe work environment.

30. Cold Weather Packages for tanks consist of up to 4 tank heaters and a submersible pump which is designed for use in a non-combustible or corrosive environment.
31. Tank heaters are operated on 120 volts, 12.5 amps each or 50 amps total. The submersible pump operates at 120 volts, 10 amps.
32. Customer is responsible for electrical connections and compliance with applicable permits, regulations and code requirements.
33. Tank Cold Weather Packages are not to be used in combustible or corrosive environments.
34. Tank Cold Weather Packages are a preventative measure that may keep fluids inside the tank from freezing. RFR will not guarantee fluids from freezing and any resulting damages.

### **Job Specific Terms**

35. Rain for Rent must be advised of application and product being stored in tanks before the estimate is completed. Manifolding available at an additional charge.
36. Customer shall hold harmless, indemnify and defend Rain For Rent from any claims whatsoever, arising from or related to (A) any pollution, contamination, environmental impairment and/or similar condition directly or indirectly caused by or resulting in whole or in part from Customer's use of any Equipment or (B) any environmental statutory or regulatory compliance requirements applicable to any equipment (or any use thereof) and required under any and all foreign or domestic federal, state or local laws, ordinances, regulations, codes, or requirements of any governmental authorities which regulate or impose standards of liability or conduct concerning air, water, soils, wetlands and watercourses, solid waste, hazardous waste and/or materials, worker and community right-to-know, noise, resource protection, health protection and similar environmental, health, safety, and land use concerns as may now or at any time hereafter be in effect. This indemnification shall survive the termination of the agreement.
37. Rentee acknowledges that Units may have contained Hazardous Waste in the past. Rentee may, at its sole option and expense, test a Unit prior to taking delivery of it from Rentor. In the event that Hazardous Waste is detected in a Unit prior to Rentee taking delivery thereof, Rentee shall have the option to terminate the renting of such Unit. IN THE EVENT THAT RENTEE ELECTS NOT TO (I) TERMINATE THE RENTING OF ANY SUCH UNIT OR (II) TEST ANY UNIT, RENTEE SHALL THEREBY WAIVE ANY RIGHT TO OBJECT TO THE PRESENCE OF HAZARDOUS WASTE IN SUCH UNIT OR MAKE ANY CLAIM AGAINST RENTOR IN RESPECT THEREOF.