

D. David DeWald, WSB No. 7-5538  
Deputy Attorney General  
Shannon Leininger, WSB No. 8-6932  
Assistant Attorney General  
Wyoming Attorney General’s Office  
109 State Capitol  
Cheyenne, WY 82002  
Ph: (307) 777-7895  
Fax: (307) 777-3542  
david.dewald@wyo.gov  
shannon.leininger@wyo.gov

*Attorneys for the Department of Environmental Quality*

**BEFORE THE ENVIRONMENTAL QUALITY COUNCIL  
STATE OF WYOMING**

**In the Matter of the Bond Forfeiture )  
Proceedings Against the Bond of ) Docket No. 22-4503  
In Re Quality Landscape and )  
Nursery, Inc. Stevens Mine )**

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**PROPOSED FINDINGS OF FACT, CONCLUSIONS OF LAW, AND ORDER**

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The final contested case hearing in this matter occurred before the Environmental Quality Council on July 19-20, 2023, at the Grand Encampment Opera House, 622 Rankin Ave., Encampment, Wyoming.

**I. APPEARANCES**

Present for the Council was Hearing Officer and Chairman Steve Lenz. Also present were Council members John Corra, Stan Blake, Ryan Greene, Shane True, and Marge Bedessem. Council member J.D. Radakovich participated by video.

Present at the hearing representing Quality Landscape & Nursery, Inc. (Quality Landscape), was James Salisbury from the law firm The Salisbury Firm, P.C.

Present at the hearing representing the Wyoming Department of Environmental Quality (DEQ) was David DeWald, Deputy Attorney General; Shannon Leininger, Assistant Attorney General; and Tristan Fross, law student and intern at the Wyoming Attorney General's Office, who was authorized by the Hearing Examiner to appear pursuant to Rule 9 of the Rules governing the Wyoming State Bar and the Authorized Practice of Law.

Testifying on behalf of DEQ was Robin Jones, District 1 Supervisor for the Land Quality Division, Brian Goodnough, Surface Water Hydrologist, and Kyle Wendtland, Administrator of the Land Quality Division. Testifying on behalf of Quality Landscape was Craig Kopasz, Civil Engineer, Creed James former Mayor of the Town of Saratoga, and Randy Stevens on his own behalf. The following exhibits were entered into evidence: DEQ exhibits 1 through 32; QLN exhibits 1 through 21.

The Council, having now heard and considered all the evidence in this case and being fully advised, pursuant to the Wyoming Administrative Procedure Act, Wyo. Stat. Ann. § 16-3-110, finds and concludes that Quality Landscape's bond for limited mining operation (LMO) ET1496 should be forfeited.

## **II. JURISDICTION**

This case arises from DEQ's December 1, 2022, formal request for the Council to authorize DEQ to request the Wyoming Attorney General to begin bond forfeiture proceedings for LMO ET1496, pursuant to Wyo. Stat. Ann. § 35-11-421(a). Specifically, DEQ is seeking bond forfeiture on Quality Landscape's Bond No. 73880 in the amount of \$1,000 and Bond No. 202001 in the amount of \$65,000 for alleged violations of the Wyoming Environmental Quality Act, violations of DEQ's rules and regulations, and breach of a settlement agreement. On February 21, 2023, after review of the documentation submitted to the Council, this Council approved DEQ's request to

pursue bond forfeiture proceedings. On April 12, 2023, Quality Landscape filed a “Notice of Appeal and Petition for Hearing” in this matter, purporting to appeal from DEQ Notices of Violation (NOVs) 5970-19, 6176-22, and 6183-22. This Council interprets Quality Landscape’s filing as a timely written demand to the Council for a hearing under Wyo. Stat. Ann. § 35-11-421(b). Accordingly, the Council has jurisdiction to decide this bond forfeiture proceeding pursuant to Wyo. Stat. Ann. § 35-11-421.

### **III. STATEMENT OF THE CASE/ISSUES AND CONTENTIONS**

At issue in this case is whether this Council should grant DEQ’s request for bond forfeiture for LMO ET1496 for alleged violations of the Wyoming Environmental Quality Act, violations of DEQ’s rules and regulations, and breach of a settlement agreement. Alternatively, the Council must decide whether Quality Landscape has presented sufficient “statements, documents and other information with respect to the alleged violation” that support its claim that the NOVs and the evidence supporting DEQ’s allegations should be withdrawn. Wyo. Stat. Ann. § 35-11-421(c) (“At the hearing, the operator may present for the consideration of the council statements, documents and other information with respect to the alleged violation.”). DEQ contends that Quality Landscape violated the Act and related regulations, which is reflected in various NOVs DEQ issued to Quality Landscape. Further, DEQ contends that Quality Landscape violated a settlement agreement that purported to resolve the dispute between the parties by not meeting a deadline contained in that agreement. Quality Landscape generally denies the allegations contained in DEQ’s NOVs and claims that the Town of Saratoga interfered with its ability to perform Quality Landscape’s preferred option under the settlement agreement.

## IV. FINDINGS OF FACT<sup>1</sup>

### A. Background

1. On February 7, 2008, DEQ approved Quality Landscape's application for permit LMO ET1421. (*See* DEQ Ex. 3). The operator of the LMO was Randy Stevens and Randy Stevens Living Trust owned the land. (*See id.*).

2. On May 15, 2008, DEQ sent Quality Landscape NOV 4271-08, because Quality Landscape was mining without proper authorization and failing to protect or salvage topsoil. (Tr. Vol. I, p. 25, l. 4-13 (Jones testimony); DEQ Ex. 28). Quality Landscape's LMO authorization was withdrawn on July 30, 2008. (*See* DEQ Ex. 3).

3. On July 22, 2010, DEQ approved Quality Landscape's application for LMO ET1496. (*See* DEQ Ex. 3). The reclamation bond, Bond No. 73880, was set in the amount of one thousand dollars (\$1,000). (DEQ Ex. 3, 13).

4. To comply with the Town of Saratoga's subdivision master plan, Mr. Stevens removed the majority of the soil. (Tr. Vol. II, p. 257, l. 18 - p. 258, l. 19, (Stevens testimony)).

### B. Topsoil

5. From 2008 to 2019, Quality Landscape failed to protect, preserve, and identify topsoil pursuant to DEQ rules. (Tr. Vol. I, p. 25, l. 4-p. 27, l. 12, p. 44, l. 7-p. 45, l. 25 (Jones testimony); Tr. Vol. I, p. 139, l. 3-11, p.143, l. 7-9, p. 147, l. 3-20 (Goodnough testimony); DEQ Ex. 2, 3, 6, 15, 28).

6. While DEQ was unsure if topsoil was available for salvage prior to mining, Quality Landscape had created topsoil using excavated material mixed with compost. (DEQ Ex. 4). In

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<sup>1</sup> To the extent testimony is cited as the basis for a finding of fact, the Council has resolved any conflicts or disputes between testimony of others in favor of the cited testimony.

2018, DEQ instructed Quality Landscape to use this created topsoil for reclamation. (DEQ Ex. 4). However, by 2019 DEQ noted that there was no topsoil stored at the LMO. (DEQ Ex. 6).

### **C. Mining Outside of Permit Boundaries**

7. On July 22, 2011, in litigation where DEQ was not a party, a restraining order prevented Mr. Stevens from excavating in the alleyway owned by the Town of Saratoga. (Tr. Vol. II, p. 265, l. 10-p. 266, l. 9 (Stevens testimony); QLN Ex. 3).

8. Mr. Stevens testified that he was ordered by the Town and the Court to grade and excavate from the sheet pile wall in order for the town to build a ramp that would allow Mr. Stevens to access and empty his container. (Tr. Vol. II, p. 263, l. 7-22, p. 268, l. 1-25 (Stevens testimony)); *but see* (QLN Ex. 5) (“Within forty-five (45) days from the date of this Order Enforcing Settlement Agreement, the Town shall construct and install, at its own expense, a dirt access ramp or roadway to the front end of the Defendants’ storage container currently facing ease [sic] and situated on the southern edge of the Defendants’ real property.”). Mr. Stevens said the Town of Saratoga’s engineer authorized Mr. Stevens to mine up to the sheet pile wall, located on the Town’s property, at the court proceeding granting the restraining order. (Tr. Vol. II, p. 268, l. 14-25 (Stevens testimony)).

9. During the inspections for the 2013, 2014, and 2015 annual inspections report, DEQ started noting possible off-site disturbance, but due to ambiguity with the Carbon County Assessor’s website DEQ could not determine if there had been offsite disturbance at that time. (DEQ Ex. 3).

10. Beginning with the 2016, 2017, and 2018 inspection reports, DEQ started noting that the sheet pile wall had been excavated of the material supporting it from the side facing the LMO. (Tr. Vol. I, p. 28, l. 23- p. 29, l. 19, p. 42, l. 6-p. 43 l. 8, p. 50 l. 2-p. 51, l. 23, p. 71, l. 2-p.

72, l. 25 (Jones testimony); Tr. Vol. I, p. 141, l. 9-22, p. 142, l. 2-p. 143, l. 9, p. 149, l. 1-3 (Goodnough testimony); DEQ Ex. 3, 4, 5, 6, 7, 9).

11. In April 2018, a Wyoming State Mine Inspector inspected the property and noted safety concerns with the sheet pile wall. (DEQ Ex. 10). However, neither the Town of Saratoga nor Mr. Stevens were willing to repair or maintain the wall. (DEQ Ex. 4). Accordingly, the parties decided to resolve the dispute through legal means. (DEQ Ex. 4).

12. In March 2018, Randy Stevens and a representative of the town, Mr. Wilcoxson, represented to DEQ that Mr. Stevens had permission to mine up to the wall, which is on the property owned by the Town of Saratoga. (Tr. Vol. I, p. 38, l. 11-14 (Jones testimony); *see also* DEQ Ex. 5). Based on the understanding that Mr. Stevens had the Town's permission, DEQ did not require Quality Landscape to amend the tract of land being mined by Mr. Stevens out of respect for the litigation between the Town of Saratoga and Mr. Stevens. (DEQ Ex. 4).

13. In June 2019, DEQ received a letter from Mr. Wilcoxson stating that the Town of Saratoga never gave Mr. Stevens permission to mine up to the sheet pile wall. (Tr. Vol. I, p. 40, l. 18-p. 41, l. 41 (Jones testimony); DEQ Ex. 21). Mr. Wilcoxson explained that for the Town of Saratoga to authorize mining on the subject property, Mr. Stevens would have received a vote of the entire Town Council and a written letter granting permission. (DEQ Ex. 21).

14. Regardless of any permission granted by the Town of Saratoga, Mr. Stevens never amended the LMO permit and DEQ never granted Mr. Stevens permission to mine outside the mine boundaries. (Tr. Vol. I, p. 154, l. 19-21 (Goodnough testimony); Tr. Vol. I, p. 204, l. 19-24 (Wendtland testimony)). Further, Mr. Stevens never provided written consent from the Town of Saratoga to DEQ.

15. In June 2019, a DEQ inspector noted that Quality Landscape covered a few of the survey markers with material from the mine operation, which appeared to encroach upon the adjacent property owned by the Town of Saratoga. (Tr. Vol. I, p. 41, l. 6-p. 42, l. 16 (Jones testimony); DEQ Ex. 6. (“[S]urvey markers were either mined out or material stockpiles were place [sic] over the markers.”). Based on the inspection, DEQ noted that Mr. Stevens appeared to have removed material from the Town of Saratoga’s property and may have compromised the integrity of the sheet pile wall. (Tr. Vol. I, p. 43, l. 5-8 (Jones testimony); DEQ Ex. 6). DEQ, after being informed that Mr. Stevens did not have permission to mine on the Town of Saratoga’s property, determined that mining had occurred outside of the LMO’s legal description. (Tr. Vol. I, p. 40, l. 22-p. 41, l. 5, p. 43, l. 5-8 (Jones testimony); DEQ Ex. 6, 21).

16. DEQ told Quality Landscape to provide a survey if the company wanted to refute that it had mined outside the LMO legal description. (Tr. Vol. I, p. 43, l. 12-13 (Jones testimony); DEQ Ex. 6). DEQ also informed Quality Landscape that reclamation of the property and stabilizing the wall must begin or DEQ would proceed with enforcement actions. (Tr. Vol. I, p. 43, l. 14-16 (Jones testimony); DEQ Ex. 6). DEQ provided Quality Landscape an opportunity to respond in writing to any incorrect or misleading statements. (Tr. Vol. I, p. 43, l. 20-22 (Jones testimony); DEQ Ex. 6). Mr. Stevens never responded. (Tr. Vol. I, p. 43, l. 25-p. 44, l. 6 (Jones testimony)). In 2020 and 2021, a DEQ inspector noticed materials were still being stockpiled outside the LMO boundaries and against the sheet pile wall. (DEQ Ex. 8).

#### **D. Mining Operations End**

17. In 2019, Mr. Stevens and Quality Landscape ceased mining on LMO ET1496. (Tr. Vol. I, p. 203, l. 19-24 (Wendtland testimony)).

18. During the 2019 inspection, DEQ determined that there were no more minable materials within the LMO boundaries. (DEQ Ex. 6). Accordingly, DEQ informed Quality Landscape that it must proceed with reclamation. (DEQ Ex. 6).

19. On September 20, 2019, DEQ sent Quality Landscape NOV 5970-19 for mining outside the LMO's legal description and failing to salvage topsoil for reclamation. (Tr. Vol. I, p. 44, l. 18-p. 45, l. 16 (Jones testimony); Tr. Vol. I, p. 146, l. 23-p. 147, l. 10 (Goodnough testimony); DEQ Ex. 15).

20. In 2020, DEQ increased the bond amount for the reclamation of the property to \$65,000. (Tr. Vol. I, p. 46, l. 24-p. 47, l. 3 (Jones testimony); DEQ Ex. 13). Quality Landscape posted the increased performance bond for LMO ET1496 in the form of a letter of credit totaling sixty-five thousand dollars (\$65,000) issued by RNB State Bank (Bond No. 202001). (DEQ Ex. 13).

#### **E. The Settlement Agreement**

21. On July 8, 2020, Mr. Stevens signed a settlement agreement with DEQ to address the alleged violations identified in NOV 5970-19. (Tr. Vol. I, p. 63, l. 19-p. 64, l. 6 (Jones testimony); DEQ Ex. 17). In that agreement, DEQ gave Quality Landscape two options to comply with the settlement agreement. (Tr. Vol. I, p. 64, l. 17- p. 65, l. 6 (Jones testimony); Tr. Vol. I, p. 155, l. 23-p. 156, l. 9 (Goodnough testimony); Tr. Vol. I, p. 205, l. 4-24 (Wendtland testimony); DEQ Ex. 17). Quality Landscape had twenty-four months to provide a plan, approved by the Town of Saratoga, for Quality Landscape's desired commercial use of the property to DEQ. (Tr. Vol. I, p. 64, l. 23-25 (Jones testimony); DEQ Ex. 17). However, if Quality Landscape was not able to get a plan to DEQ within that time, Quality Landscape must proceed with site reclamation. (Tr.



Vol. I, p. 64, l. 23- p. 65, l. 6 (Jones testimony); Tr. Vol. I, p. 205, l. 17-24 (Wendtland testimony); DEQ Ex. 17).

22. Under subsection 7(f) of the Agreement, the parties agreed “that if Quality Landscape violates any term of this Settlement Agreement, DEQ/LQD shall provide notice of the violation to Quality Landscape and provide Quality Landscape a reasonable opportunity to cure.” (DEQ Ex. 17).

23. In a subsequent inspection report, DEQ informed Quality Landscape that the deadline to meet either of the two options was July 8, 2022. (Tr. Vol. I, p. 70, l. 3-5 (Jones testimony)); (DEQ Ex. 8) (“LQD would like to reiterate the NOVSA for the NOV, Docket No. 5970-19 deadline of July 8, 2022 to complete the requirements described in this agreement. If QLN does not complete these requirements, LQD will proceed with the forfeiture process and execute the option to recover any additional cost to reclaim the LMO.”). DEQ instructed Quality Landscape to respond in writing if it identified any incorrect or misleading statements. (Tr. Vol. I, p. 70, l. 9-14 (Jones testimony); DEQ Ex. 8). Mr. Stevens did not respond. (Tr. Vol. I, p. 70, l. 15-17 (Jones testimony)).

#### **F. Settlement Agreement Deadline Passes**

24. During the twenty-four months, Mr. Stevens had discussions with the Town of Saratoga regarding development at LMO ET1496. In either late 2021 or early 2022, former mayor Creed James spoke with the Conservation District personnel regarding the development of the property. (Tr. Vol. II, p. 224, l. 6-p. 225, l. 25 (James testimony)).

25. On August 12, 2022, as provided in the settlement agreement, DEQ sent Quality Landscape NOV 6176-22 for violating the terms of the settlement agreement for NOV 5970-19. (Tr. Vol. I, p. 73, l. 16-p. 74, l. 5 (Jones testimony); Tr. Vol. I, p. 159, l. 25-p. 160, l. 6 (Goodnough

testimony); DEQ Ex. 18). DEQ provided forty-five days to cure the violation. (Tr. Vol. I, p. 74, l. 7-9 (Jones testimony); Tr. Vol. I, p. 160, l. 9-10 (Goodnough testimony); DEQ Ex. 18).

26. On August 31, 2022—over a month after the deadline in the settlement agreement expired—Mr. Stevens’ engineer signed and stamped a draft plan to send to the Town of Saratoga for discussion purposes. (Tr. Vol. II, p. 246, l. 20-25 (Kopasz testimony); QLN Ex. 21; DEQ Ex. 17). In September 2022, the Town of Saratoga sent Mr. Stevens three possible alternatives for the development of LMO ET1496 and Mr. Stevens responded with his thoughts and concerns. (Tr. Vol. II, p. 226, l. 5-16 (James testimony)).

27. On October 3, 2022, DEQ granted Mr. Stevens’ request for a deadline extension to October 7, 2022. (Tr. Vol. I, p. 74, l. 14-21 (Jones testimony); DEQ Ex. 19). Mr. Stevens did not submit a plan to DEQ during that time. (Tr. Vol. I, p. 74, l. 22-24 (Jones testimony)).

28. No plan has been approved by the Town of Saratoga for LMO ET1496. (Tr. Vol. II, p. 272, l. 2-7 (Stevens testimony)). Mr. Stevens admitted that he has been unable to move forward with the commercial development of the property because “the Town has not been able to come up with a solution that they can either afford or will actually be accepted by an engineer.” (Tr. Vol. II, p. 273, l. 17-22 (Stevens testimony)).

29. On October 17, 2022, DEQ sent to Mr. Stevens NOV 6183-22 for failing to fulfill the terms of the settlement agreement. (Tr. Vol. I, p. 75, l. 4-15 (Jones testimony); DEQ Ex. 20). On October 10, 2022, DEQ engaged the stipulated penalty (\$1,000/day) provision of the agreement. (Tr. Vol. I, p. 75, l. 16-#20; DEQ Ex. 17, 20).

30. On December 1, 2022, Todd Parfitt, director of DEQ, sought approval from the Environmental Quality Council to make a formal request to the Attorney General to begin bond

forfeiture proceedings. The Environmental Quality Council approved the request for bond forfeiture on February 21, 2023.

31. On April 12, 2023, Quality Landscape filed a “Notice of Appeal and Petition for Hearing” in this matter, purporting to appeal DEQ NOVs 5970-19, 6176-22, and 6183-22.

32. As of the date of DEQ’s case-in-chief, Mr. Stevens has not submitted a plan for DEQ’s approval pursuant to the settlement agreement. (Tr. Vol. I, p. 206, l. 8-10 (Wendtland testimony)). Mr. Stevens admitted that he only had two years to move the development forward under the settlement agreement, but he still has not submitted a plan to DEQ. (Tr. Vol. II, p. 280, l. 4-14 (Stevens testimony)).

## V. CONCLUSIONS OF LAW

### A. Principles of Law

33. Paragraphs 1 through 32 of the findings of fact are incorporated herein.

34. Wyoming Statute § 35-11-421 states:

(a) If the director determines that a performance bond should be forfeited because of any violation of this act, he shall, with the approval of the council, make formal request of the attorney general to begin bond forfeiture proceedings.

(b) The attorney general shall institute proceedings to forfeit the bond of any operator by providing written notice to the surety and to the operator that the bond will be forfeited unless the operator makes written demand to the council within thirty (30) days of his receipt of notice, requesting a hearing before the council. If no demand is made by the operator within thirty (30) days of his receipt of notice, then the council shall order the bond forfeited.

(c) The council shall hold a hearing within thirty (30) days after the receipt of the demand by the operator. At the hearing, the operator may present for the consideration of the council statements, documents and other information with respect to the alleged violation. At the conclusion of the hearing, the council shall either withdraw the notice of violation or enter an order forfeiting the bond.

Wyo. Stat. Ann. § 35-11-421(a)-(c).

35. In this matter, Quality Landscape must provide sufficient evidence establishing that DEQ's issuance of the NOV's was incorrect and not in accordance with law. "The burden of proving arbitrary, illegal or fraudulent administrative action is on the complainant, and this burden includes not only the clear presentation of the question, but also placement of evidence in the record to sustain the complainant's position." *Knight v. Env't Quality Council*, 805 P.2d 268, 273 (Wyo. 1991) (citing *Wyo. Bancorporation v. Bonham*, 527 P.2d 432 (Wyo. 1974)).

### **1. Violations of Statute**

36. "After the limited mining operations have ceased, the operator shall notify the administrator of such fact in the operator's next annual report and commence reclamation and restoration in compliance with the rules and regulations of the land quality division of the department of environmental quality." Wyo. Stat. Ann. § 35-11-401(e)(vi)(C).

37. If an operator does not have the written consent for the operation from a surface owner, the operator must not conduct mining or extend mining operations beyond the boundaries of the permit without obtaining a mining permit for the applicable land. *See* Wyo. Stat. Ann. § 35-11-401(e)(vi) (explaining that a limited mining operator loses its special status under Article 4 if the operator does not have the written consent of the surface owner); *see also* Wyo. Stat. Ann. § 35-11-405(a), (f) (requiring a mining permit for any tract of land that may be mined by the operator and any proposal to extend the boundaries of that permit is "subject to the standards applicable to new applications").

### **2. Violations of Regulations**

38. A violation of any rule, regulation, standard, or permit is a violation of the Wyoming Environmental Quality Act. *See* Wyo. Stat. Ann. § 35-11-901(a); *see also* Wyo. Stat. Ann. § 35-11-401(e)(vi)(C) ("After the limited mining operations have ceased, the operator shall

... commence reclamation and restoration in compliance with the rules and regulations of the land quality division of the department of environmental quality.”).

39. The operator must save and protect topsoil from affected lands, and the topsoil must be clearly identified by a sign. *Rules, Wyo. Dep’t of Env’t Quality, Land Quality-Non-Coal*, ch. 10, § 4(b).

40. Operators of LMOs are required to have the written consent from the surface owner of the land to be affected. *Id.*, § 1(a)(ii).

## **B. Applications of Principles of Law**

41. The Council finds and concludes that it has jurisdiction over this matter under Wyo. Stat. Ann. § 35-11-421.

42. The Council is required to determine whether DEQ has presented sufficient evidence of violations of the Wyoming Environmental Quality Act and regulations promulgated thereunder so that this Council may enter an order forfeiting the requested bonds, or whether Quality Landscape has presented sufficient “statements, documents and other information with respect to the alleged violation” to support withdrawing the NOV’s. Wyo. Stat. Ann. § 35-11-421(c).

43. The Council finds and concludes that based upon the testimony and exhibits provided during the contested case hearing, Quality Landscape violated the Wyoming Environmental Quality Act. Specifically, the uncontroverted evidence establishes that after Quality Landscaping ceased limited mining operations, it failed to timely notify the administrator of such fact in its next annual report, and further failed to commence reclamation and restoration in compliance with the rules and regulations of the land quality division of DEQ, in violation of Wyo. Stat. Ann. § 35-11-401(e)(vi)(C). Quality Landscape also violated the Wyoming

Environmental Quality Act for conducting mining operations without the written consent of the surface owner. Wyo. Stat. Ann. § 35-11-405(a), (f).

44. Furthermore, Quality Landscape violated land quality division rules and regulations by failing to preserve topsoil, comply with the terms of its permit by mining outside the permit boundary, and provide written consent to DEQ from the Town of Saratoga to mine on the Town's property. *See Rules, Wyo. Dep't of Env't Quality, Land Quality-Non-Coal*, ch. 10, §§ 1(a)(ii); 4(b).

45. This Council further concludes that Quality Landscape failed to comply with the terms of the settlement agreement with DEQ by not meeting its deadline to either provide DEQ a plan approved by the Town of Saratoga or to commence site reclamation.

46. The Council finds and concludes that based upon the testimony and exhibits provided during the contested case hearing, Quality Landscape has failed to provide sufficient evidence to support withdrawing any of the cited NOV's. In fact, based on the evidence, DEQ has proven that the performance bonds should be forfeited because of Quality Landscape's multiple violations of the Wyoming Environmental Quality Act, land quality rules and regulations, and the settlement agreement.

47. The Council finds and concludes that DEQ properly requested forfeiture of the bonds.

48. The Council finds and concludes that Quality Landscaping failed to provide any evidence which refuted any of the allegations contained in the NOV's issued by DEQ, or which tended to establish that the issuance of those NOV's were improper or not in compliance with law.

## **VI. ORDER AND DECISION**

**IT IS HEREBY ORDERED** that DEQ's issuance of NOV's 5970-19, 6176-22, and 6183-22 are affirmed in their entirety.

**IT IS FURTHER ORDERED** that Bond Nos. 202001 and 73880 in the amount of \$66,000 are forfeited to DEQ to reclaim LMO ET1496 and damage to surrounding properties caused by the operator.

**ENTERED** this \_\_ day of \_\_\_\_\_, 2023.

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Steve Lenz, Chairman  
Environmental Quality Council