

James LaRock (Wyo. Bar No. 7-5814)
Allison L. Kvien (Wyo. Bar No. 7-5944)
Assistant Attorneys General
Wyoming Attorney General's Office
2320 Capitol Avenue
Cheyenne, WY 82002
Ph: (307) 777-6946
Fax: (307) 777-3542
james.larock@wyo.gov
Allison.kvien@wyo.gov
*Attorneys for the State of Wyoming
Department of Environmental Quality*

Raymond B. Hunkins (Wyo. Bar No. 4-1086)
4021 Carey Avenue
Cheyenne, WY 82001
(307) 514-3068
ray@rayhunkins.com
Counsel for Mr. Tinsley

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

**IN THE MATTER OF THE APPEAL)
OF NOTICE OF VIOLATION AND ORDER) Docket No. 17-2201A
ISSUED TO DELTON TINSLEY)
)**

JOINT MOTION TO DISMISS CONTESTED CASE HEARING

The State of Wyoming, Department of Environmental Quality (“Department”), and Mr. Delton Tinsley, by and through their respective undersigned counsel, hereby provide this joint motion to dismiss the contested case hearing set in the above-captioned matter.

1. On June 23, 2017, the Department issued Mr. Tinsley a Notice of Violation and Order (NOV and Order), DEQ Docket No. 5767-17, ordering Mr. Tinsley to take certain measures with respect to allegedly regulated asbestos-containing material on two of Mr. Tinsley’s properties.

2. The first property is located at 81 East Whalen Street, Guernsey, Wyoming (the “demolition site”). The second property is located at 599 US Highway 26, Wheatland, Wyoming (the “disposal site”).

3. NOV and Order, Docket No. 5767-17, contained four orders. Orders one through three apply to the demolition site; order four applies to the disposal site.

4. On July 10, 2017, Mr. Tinsley timely appealed that NOV and Order to the Council.

5. On August 22, 2017, the Council issued a Scheduling Order, which established various deadlines, including discovery deadlines and dates for a final hearing on this matter.

6. On November 9, 2017, both parties jointly requested that the Environmental Quality Council stay the deadlines established in the Scheduling Order, pending settlement negotiations to resolve the allegations in NOV and Order, Docket No. 5767-17.

7. On March 5, 2018, the parties negotiated a settlement agreement to resolve the orders that apply to the demolition site: orders one through three of NOV and Order, Docket No. 5767-17 (attached as Exhibit A).

8. This settlement agreement provided that Mr. Tinsley, without admitting that the soil at the demolition site contained asbestos, would agree to remove the soil and dispose of it at an approved landfill. In exchange, the Department agreed to dismiss orders one through three.

9. Mr. Tinsley has provided evidence to the Department which shows that he has removed the soil at the demolition site, that the soil was properly disposed, and that the remaining soil on the site does not currently contain asbestos.


10. On April 17, 2018, the Department partially dismissed NOV and Order, Docket No. 5767-17, with respect to orders one through three.

11. On April 30, 2018, the parties negotiated a settlement agreement to resolve the order that applies to the disposal site: order four of NOV and Order, Docket No. 5767-17 (attached as Exhibit B).

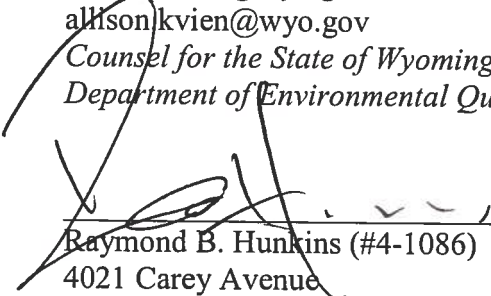
12. This settlement agreement provides that Mr. Tinsley, without admitting that the material at the disposal site was regulated asbestos-containing material, would apply for a one-time authorization from the Department's Solid and Hazardous Waste Division, and that the Department would impose conditions to protect the site for the foreseeable future. Mr. Tinsley also agrees to grant the Department an easement to access his property.

13. Because the Department and Mr. Tinsley have amicably resolved the orders the Department imposed in NOV and Order, Docket No. 5767-17, the parties jointly move to dismiss the appeal of that NOV and Order. A proposed order is attached.

Dated this 14 day of May, 2018.



James LaRock (Wyo. Bar No. 7-5814)
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Assistant Attorneys General
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*Counsel for the State of Wyoming
Department of Environmental Quality*



Raymond B. Hunkins (#4-1086)
4021 Carey Avenue
Cheyenne, WY 82001
(307) 514-3068
Counsel for Mr. Tinsley

CERTIFICATE OF SERVICE

I hereby certify that on the 14th day of May, 2018, a copy of the foregoing document was filed electronically with the Wyoming Environmental Quality Council's online docket system and copies were served electronically via that system and by email on the following:

Amanda H. Newton
anewton@crowleyfleck.com

Raymond B. Hunkins
ray@rayhunkins.com

Todd Parfitt
todd.parfitt@wyo.gov



Wyoming Attorney General's Office

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

In the Matter of the Appeal)	Docket No. 17-2201A
Of Notice of Violation and Order)	
Issued to Delton Tinsley)	ORDER OF DISMISSAL
)	OF CONTESTED CASE

On March 8, 2018, the Council set a date for a final hearing on this matter. On May 14, 2018, the parties jointly filed a motion to dismiss the contested case hearing for this matter in light of Mr. Tinsley's performance under a partial settlement agreement and the parties' settlement of the final order in this matter.

Having reviewed the joint motion filed by the parties, the Council **HEREBY ORDERS** that the contested case hearing in this matter is dismissed.

ENTERED this ___ day of May, 2018.

Nick Agopian, Hearing Officer
Environmental Quality Council

PARTIAL SETTLEMENT AGREEMENT

The Wyoming Department of Environmental Quality (“DEQ”), 200 West 17th Street, Cheyenne, Wyoming 82002, and Delton Tinsley, 599 US Hwy 26 Wheatland, WY 82201, enter into this Settlement Agreement (“Agreement”) to fully and finally resolve without litigation three of the orders (specifically, Orders 1 through 3, but not Order 4) imposed by DEQ in Notice of Violation and Order (“NOVO”), Docket Number 5767-17, issued on June 23, 2017. The Wyoming Environmental Quality Act (“Act”) authorizes the DEQ to enter into stipulated settlements, including the payment of penalties, implementation of compliance schedules, or other settlement conditions, to resolve enforcement actions in lieu of litigation. Wyo. Stat. Ann. § 35-11-901(a)(ii). To that end, Delton Tinsley and the DEQ hereby agree as follows:

1. Delton Tinsley is an individual who lives in the State of Wyoming.
2. Delton Tinsley is a “person” within the meaning of the Act. Wyo. Stat. Ann. § 35-11-103(a)(vi).
3. Delton Tinsley owned and operated the site in NOVO 5767-17 at 81 East Whalen Street, Guernsey, Wyoming at the time the alleged violations identified in that NOVO occurred.
4. Delton Tinsley’s position in this matter has been and is that there was and is no regulated asbestos at the demolition site.
5. The DEQ is an executive branch agency of Wyoming government responsible for enforcing the Act and applicable rules and regulations promulgated pursuant to that Act. Wyo. Ann. Stat. § 35-11-109(a)(vii).
6. Delton Tinsley and the DEQ desire to resolve some of the orders required by NOVO 5767-17 without litigation (specifically, Orders 1 through 3, but not Order 4).
7. Without admitting liability, and in lieu of litigation pursuant to Wyo. Stat. Ann. § 35-11-901(a)(ii), Delton Tinsley agrees to develop a work plan for removing asbestos-contaminated soil at the demolition site at 81 East Whalen Street, Guernsey, Wyoming and performing confirmation sampling. Delton Tinsley agrees to submit the work plan to DEQ for review by April 1, 2018.
8. At a minimum, the work plan must include:
 - a. an explanation of the project, including an explanation of the material present at the site, the boundaries of the area, and the approximate quantities of soil to be removed;
 - b. the work practices to be used, including pre-work training for workers, dust prevention methods, the depth of soil to be removed, the landfill location to be used, the equipment and methods to be used to remove soil, the methods to prevent waste-hauling vehicle contamination, the methods to prevent contamination of clean soil,

the protective measures for storm-water drains, and decontamination of equipment and vehicles at the end of clean-up;

- c. and a description of confirmation testing, including the training for the sample collector, the types of samples to be collected, the analysis of methods to be used, the levels of clean-up that must be achieved, and the paperwork to be submitted to prove site clean-up is complete.

9. DEQ shall review, provide questions and comments, and request changes of the work plan required by Paragraph 7 within seven (7) calendar days of Delton Tinsley's submittal. Delton Tinsley shall provide a response to DEQ's review or incorporate any requested changes by within seven (7) calendar days of DEQ's response.

10. Delton Tinsley shall complete the tasks in the work plan by June 1, 2018.

11. Delton Tinsley shall provide access to the site to DEQ employees and their invitees for the purpose of ensuring compliance with the Act, its implementing regulations, and this Agreement.

12. Until the tasks in the work plan are complete, Delton Tinsley shall maintain interim measures at the site to prevent potential contamination from spreading. Specifically, Delton Tinsley agrees to:

- a. Repair and maintain a fence around the site to restrict site access;
- b. Re-apply magnesium chloride at the site every six months and according to manufacturer's directions;
- c. Comply with all requirements of the General Permit to Discharge Storm Water Associated with Small Construction Activity under the Wyoming Pollutant Discharge Elimination System ("Small Construction General Permit");
- d. Assure that no emissions are visible and that these interim measures are being maintained. Inform DEQ of any deviations or failures from the interim measures set forth herein.
- e. DEQ shall provide to Mr. Tinsley any forms needed to comply with permitting requirements of the DEQ for the work contemplated herein.

13. If Delton Tinsley does not submit an acceptable work plan to the Department by May 1, 2018, or Delton Tinsley does not complete the tasks in the work plan by June 1, 2018, Delton Tinsley agrees to pay DEQ fourteen thousand dollars (\$14,000), an amount that both DEQ and Delton Tinsley agree is a reasonable amount, sufficient for DEQ to conduct the work required to clean up the site.

- a. Delton Tinsley agrees to make full payment by check payable to the Wyoming DEQ and send that check to Ann Shed, DEQ, 200 W. 17th St., Cheyenne, WY 82002. Delton Tinsley agrees to make full payment within 30 days of receiving notice from DEQ that the tasks in the work plan have not been complete by June 1, 2018.

- b. If Delton Tinsley performs as required by this Agreement, then and in that event, the Department shall cause to timely be filed a Partial Order of Dismissal of the Notice of Violations and Orders 5767-17, stating that “the demolition site subject to the Notices of Violations and Orders above referenced, has been remediated to the Department’s satisfaction and there is no further remediation required.”

14. Notices required by this Agreement or by the work plan shall be provided telephonically and by email:

DEQ
Attention: Linda Dewitt
200 West 17th Street
Cheyenne, WY 82002
Phone: (307) 777-7394
Email: linda.dewitt@wyo.gov

Delton Tinsley
599 Us Hwy 26
Wheatland, WY 82201
Phone: (307) 259-2062
Email: dlt@wyoming.com

15. This Agreement represents a good faith settlement and resolution of Orders 1, 2, and 3 of NOVO 5767-17, in lieu of litigation and shall not constitute or be construed as an admission by Delton Tinsley or a retraction by the DEQ of the specific allegations in that NOVO. This Agreement does not affect Order 4 or any of the violations alleged in NOVO 5767-17. Delton Tinsley does not concede or admit any liability, fault, or statutory noncompliance, including those violations alleged in NOVO 5767-17.

16. Nothing contained in this agreement shall be construed to impact the ability of the parties to enforce, defend, conduct discovery and present evidence on the violations alleged in, or Order 4 of, NOVO 5767-17.

17. In the event that Delton Tinsley both fails to fulfill his obligations under this Agreement and fails to pay the Department \$14,000 as described in Paragraph 13, Delton Tinsley waives any statute of limitation claims that may apply in an enforcement action by the DEQ involving the specific matters described in NOVO 5767-17.

18. This Agreement shall be admissible by either Delton Tinsley or the DEQ without objection by the other party in any subsequent action between the parties to enforce its terms.

19. Any changes, modifications, revisions, or amendments to this Agreement which are mutually agreed upon by the parties to this Agreement shall be incorporated by written instrument, executed and signed by all parties to this Agreement.

20. The construction, interpretation and enforcement of this Agreement shall be governed by the laws of the State of Wyoming. The Courts of the State of Wyoming shall have jurisdiction over this Agreement and the parties. Venue shall be in the 1st Judicial District, Laramie County, Wyoming.

21. Should any portion of this Agreement be judicially determined to be illegal or unenforceable, the remainder of the Agreement shall continue in full force and effect, and the parties may renegotiate the terms affected by the severance.

22. The waiver of any breach of any term or condition in this Agreement shall not be deemed a waiver of any prior or subsequent breach. Failure to object to a breach shall not constitute a waiver.

23. This Agreement, consisting of five (5) pages, represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.

24. The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties and obligations contained in this Agreement shall operate only between the parties to this Agreement, and shall inure solely to the benefit of the parties to this Agreement. The provisions of this Agreement are intended only to assist the parties in determining and performing their obligations under this Agreement.


25. Each party to this Agreement assumes the risk of any liability arising from its own conduct. Neither party agrees to insure, defend, or indemnify the other. Each party shall bear its own attorney fees and costs, if any, incurred through the date this Agreement is executed by both parties.

26. The State of Wyoming and the DEQ do not waive sovereign or governmental immunity by entering into this Agreement and specifically retain immunity and all defenses available to them pursuant to Wyo. Stat. § 1-39-104(a) and all other state or federal law. Designations of venue, choice of law, enforcement actions, and similar provisions should not be construed as a waiver of sovereign immunity. The parties agree that any ambiguity in this Agreement shall not be strictly construed, either against or for either party, except that any ambiguity as to sovereign immunity shall be construed in favor of sovereign immunity.

27. Each party represents that it is authorized to enter into this Agreement, agrees to comply with and be bound by the terms of this Agreement, and further agrees that it will not contest the basis or validity of this Agreement. This Agreement shall become binding upon the DEQ, Delton Tinsley, and his successors and assigns once executed, as determined by the latest date of all parties signing. The DEQ reserves the right to enforce this Agreement against any and all subsequent owners of the demolition site.

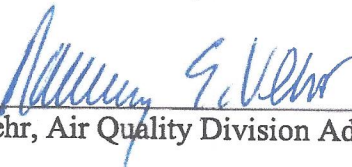
IN WITNESS THEREOF, the parties, by their duly authorized representatives, have executed this Agreement on the dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this Agreement:

DELTON TINSLEY:

By: 
Delton Tinsley

3-5-18
Date

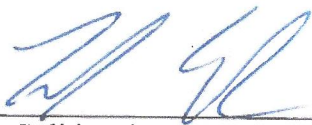
STATE OF WYOMING, DEPARTMENT OF ENVIRONMENTAL QUALITY:

By: 
Nancy Vehr, Air Quality Division Administrator

3/1/18
Date

By: 
Kevin Frederick, Water Quality Division Administrator

3-5-18
Date


By: 
Luke Esch, Solid and Hazardous Waste Division Administrator

3-1-18
Date

By: 
Todd Parfitt, Department of Environmental Quality Director

3/1/2018
Date

APPROVAL AS TO FORM:


[Kelly Shaw]
Assistant Attorney General
Attorney for DEQ

3/1/2018
Date

SETTLEMENT AGREEMENT

The Wyoming Department of Environmental Quality (“DEQ”), 200 West 17th Street, Cheyenne, Wyoming 82002, and Delton Tinsley, 599 US Hwy 26 Wheatland, WY 82201, enter into this Settlement Agreement (“Agreement”) to fully and finally resolve without litigation Notice of Violation and Order (“NOVO”), Docket Number 5767-17, issued on June 23, 2017. The Wyoming Environmental Quality Act (“Act”) authorizes the DEQ to enter into stipulated settlements, including the payment of penalties, implementation of compliance schedules, or other settlement conditions, to resolve enforcement actions in lieu of litigation. Wyo. Stat. Ann. § 35-11-901(a)(ii). To that end, Delton Tinsley and the DEQ hereby agree as follows:

1. Delton Tinsley is an individual who lives in the State of Wyoming.
2. Delton Tinsley is a “person” within the meaning of the Act. Wyo. Stat. Ann. § 35-11-103(a)(vi).
3. Delton Tinsley owned and operated the site in NOVO 5767-17 at 81 East Whalen Street, Guernsey, Wyoming (the “demolition site”) at the time the alleged violations identified in that NOVO occurred.
4. Delton Tinsley owns and operates a ranch at 599 US Hwy 26 Wheatland, WY 82201 (the “disposal site”), wherein certain material from the building at the demolition site was deposited on approximately 1/3 of an acre.
5. Delton Tinsley’s position in this matter has been and is that there was and is no regulated asbestos at either the demolition site or the disposal site.
6. The DEQ is an executive branch agency of Wyoming government responsible for enforcing the Act and applicable rules and regulations promulgated pursuant to that Act. Wyo. Ann. Stat. § 35-11-109(a)(vii).
7. On March 5, 2018, by a Partial Settlement Agreement, Delton Tinsley and the DEQ resolved Orders 1 through 3, but not Order 4, imposed by the DEQ in NOVO 5767-17.
8. This settlement agreement resolves Order 4, the final Order imposed by the DEQ in NOVO 5767-17.
9. Without admitting liability, and in lieu of litigation pursuant to Wyo. Stat. Ann. § 35-11-901(a)(ii), Delton Tinsley agrees to apply for a one-time authorization from the DEQ’s Solid and Hazardous Waste Division to dispose of the material which has already been buried and capped on his ranch at the disposal site.
10. The cap over the material at the disposal site is approximately one-third of an acre in size. The area burdened by the one-time authorization will be one square acre, with the center of the cap at the center of the square acre burdened by this Agreement.

11. The Department agrees to provide Delton Tinsley with an example of a successful application for a one-time authorization to dispose of material.

12. The one-time authorization shall contain the following requirements: that the material at the disposal site be capped in its current configuration; that the cap be maintained in perpetuity in its current configuration; that if the cap is not maintained in its current configuration, then and in that event the material shall be removed and transferred to a landfill which will accept it. If the material is removed and transferred to a landfill which will accept it, then and in that event, the one-time authorization shall be null and void and any burden remaining on the property shall be removed of record by the DEQ after the owner of the property samples the remaining soil for asbestos, removes any soil that contains asbestos, and samples the remaining soil again until the DEQ determines that the site no longer contains asbestos.

13. If at any point the DEQ determines that the site no longer contains regulated asbestos that is a danger or hazard to the public health and safety, the DEQ shall terminate the one-time authorization and the easement, record notice thereof with the Platte County Clerk and Recorder as aforesaid and there shall be no further obligation on the part of the landowner.

14. In order to ensure that future owners of the land have notice of the location, quantity, and requirements burdening the disposal site, Delton Tinsley shall record notice of the one-time authorization, which shall contain a legal description of the one acre burdened by this agreement as hereinafter set forth, together with a map or aerial photograph showing the location of the site, with the Platte County Clerk and Recorder. The Notice of one-time authorization shall be recorded within 60 days of the DEQ delivering the grant document to Tinsley.

15. The text of the recorded notice described in Paragraph 14 above shall include the following: "A one acre parcel described as follows: [legal description] and as shown on the attached is burdened by a one-time authorization from the Wyoming Department of Environmental Quality ("DEQ") to bury solid waste. This one-time authorization requires the owner of the property to maintain a cap over certain construction and demolition waste. portion of the construction and demolition waste consists of asbestos-containing material that the owner of the property and the Wyoming Department of Environmental Quality have agreed to treat as regulated asbestos-containing material under Wyoming Air Quality Standards and Regulations Chapter 3, Section 8 as those regulations stood on April 30, 2018. For more information, contact the Wyoming Department of Environmental Quality."

16. In order to guarantee access to DEQ employees and their invitees for the purpose of ensuring compliance with the one-time authorization and this Agreement, Delton Tinsley agrees to grant the DEQ an easement to access his property at 599 US Hwy 26 Wheatland, WY 82201. Delton Tinsley agrees to grant the DEQ this easement by August 1, 2018.

- a. The easement will guarantee access to the DEQ, its employees, and their invitees for the purpose of inspecting the one-acre area burdened by the one-time authorization.

- b. The parties will intend this easement to run with the land, such that any future owners of the property at 599 US Hwy 26 Wheatland, WY 82201 will also be bound by the easement.
- c. The DEQ, its employees, and their invitees shall have the right to access the property four (4) times a year as of right and also after any major precipitation events.
- d. The easement will provide that a “major precipitation event” is precipitation of 4 inches or more within a 24-hour period as reported by the National Oceanic and Atmospheric Administration weather station at the Torrington Municipal Airport.
- e. The easement will require the DEQ, its employees, and their invitees to provide the owner of the property with reasonable notice of their intent to exercise their right to inspect the one-acre area burdened by the one-time authorization.
- f. The easement will require the DEQ, its employees, and their invitees to use established roads to access the property.
- g. The easement will prohibit the DEQ, its employees, and their invitees from damaging the property.
- h. The easement will require the DEQ, its employees, and their invitees to leave any gates or related means of access open if the gates are open when they arrive and closed if the gates are closed when they arrive.
- i. The easement will run for 20 years from the date of the grant of the easement unless earlier terminated pursuant to the provisions of Paragraphs 12 and 13 above, after which it will terminate as a matter of law without action required by either the owner of the property or by the DEQ.
- j. The easement will provide that, if the DEQ determines that significant erosion has occurred at the area burdened by the one-time authorization, the owner of the property burdened by the one-time authorization shall execute a new easement on the same terms, re-initiating the 20 year term of the easement.
- k. The easement will provide that “significant erosion” is a failure of the soil cap such that any of the buried construction and demolition waste described by the one-time authorization is exposed to the air.

17. Notices required by this Agreement or by the work plan shall be provided telephonically or by email:

DEQ
Attention: Solid and Hazardous Waste Administrator
200 West 17th Street
Cheyenne, WY 82002
Phone: (307) 777-7937
Email: wyodeq@wyo.gov

Delton Tinsley
599 Us Hwy 26
Wheatland, WY 82201
Phone: (307) 259-2062
Email: dlt@wyoming.com

18. This Agreement represents a good faith settlement and resolution of NOVO 5767-17, in lieu of litigation and shall not constitute or be construed as an admission by Delton Tinsley or a retraction by the DEQ of the specific allegations in that NOVO. Delton Tinsley does not concede or admit any liability, fault, or statutory noncompliance, including those violations alleged in NOVO 5767-17.

19. This Agreement shall be admissible by either Delton Tinsley or the DEQ without objection by the other party in any subsequent action between the parties to enforce its terms.

20. Any changes, modifications, revisions, or amendments to this Agreement which are mutually agreed upon by the parties to this Agreement shall be incorporated by written instrument, executed and signed by all parties to this Agreement.

21. The construction, interpretation and enforcement of this Agreement shall be governed by the laws of the State of Wyoming. The Courts of the State of Wyoming shall have jurisdiction over this Agreement and the parties. Venue shall be in the 1st Judicial District, Laramie County, Wyoming.

22. Should any portion of this Agreement be judicially determined to be illegal or unenforceable, the remainder of the Agreement shall continue in full force and effect, and the parties may renegotiate the terms affected by the severance.

23. The waiver of any breach of any term or condition in this Agreement shall not be deemed a waiver of any prior or subsequent breach. Failure to object to a breach shall not constitute a waiver.

24. This Agreement, consisting of six (6) pages, represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.

25. The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties and obligations contained in this Agreement shall operate only between the parties to this Agreement, and shall inure solely to the benefit of the parties to this Agreement. The provisions of this Agreement are intended only to assist the parties in determining and performing their obligations under this Agreement.

26. Each party to this Agreement assumes the risk of any liability arising from its own conduct. Neither party agrees to insure, defend, or indemnify the other. Each party shall bear its own attorney fees and costs, if any, incurred through the date this Agreement is executed by both parties.

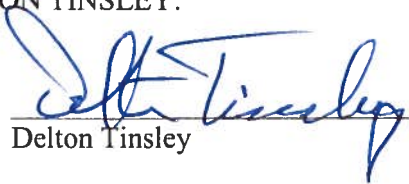
27. The State of Wyoming and the DEQ do not waive sovereign or governmental immunity by entering into this Agreement and specifically retain immunity and all defenses available to them pursuant to Wyo. Stat. § 1-39-104(a) and all other state or federal law.

Designations of venue, choice of law, enforcement actions, and similar provisions should not be construed as a waiver of sovereign immunity. The parties agree that any ambiguity in this Agreement shall not be strictly construed, either against or for either party, except that any ambiguity as to sovereign immunity shall be construed in favor of sovereign immunity.

28. Each party represents that it is authorized to enter into this Agreement, agrees to comply with and be bound by the terms of this Agreement, and further agrees that it will not contest the basis or validity of this Agreement. This Agreement shall become binding upon the DEQ, Delton Tinsley, and his successors and assigns once executed, as determined by the latest date of all parties signing. The DEQ reserves the right to enforce this Agreement against any and all subsequent owners of the demolition site.

IN WITNESS THEREOF, the parties, by their duly authorized representatives, have executed this Agreement on the dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this Agreement:

DELTON TINSLEY:

By: 
Delton Tinsley

4-30-18
Date

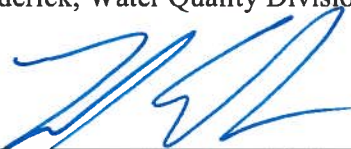
STATE OF WYOMING, DEPARTMENT OF ENVIRONMENTAL QUALITY:

By: 
Nancy Vehr, Air Quality Division Administrator

4/30/18
Date

By: 
Kevin Frederick, Water Quality Division Administrator

4-30-18
Date


By: 
Luke Esch, Solid and Hazardous Waste Division Administrator

4-30-18
Date

By: 
Todd Parfitt, Department of Environmental Quality Director

4/30/18
Date

APPROVAL AS TO FORM:


[James LaRock]
Assistant Attorney General
Attorney for DEQ

4/30/18
Date