

Matt VanWormer, WSB #7-5804  
Senior Assistant Attorney General  
Wyoming Attorney General’s Office  
109 State Capitol  
Cheyenne, WY 82002  
(307) 777-6199  
matt.vanwormer@wyo.gov

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

**IN THE MATTER OF THE BOND                    )**  
**FORFEITURE PROCEEDINGS                    )**  
**AGAINST THE BOND OF                         )**       **Docket No. 21-4501**  
**In RE Mineral Technology Corp.            )**  
**LE0258    )**

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**MOTION FOR BOND FORFEITURE**

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The Department of Environmental Quality, Land Quality Division, through the Wyoming Attorney General’s Office, requests that the Environmental Quality Council issue an order forfeiting Mineral Technology Corporation’s reclamation performance bond pursuant to Wyo. Stat. Ann. § 35-11-421(b). The Department states the following in support of this motion:

1. On November 13, 2003, the Department issued a License to Explore for Minerals, No. LE0258, to Mineral Technology Corporation (MTC). MTC’s exploration activities at LE0258 were located on private land approximately two miles southwest of Encampment, Wyoming and resulted in approximately two acres of surface disturbance.
2. Pursuant to Wyo. Stat. Ann. § 35-11-414(c), MTC posted a bond to ensure the reclamation of surface disturbance at LE0258. Specifically, MTC posted a \$5,000.00

Certificate of Deposit, Bond No. 12371, issued by First Western Bank of Custer, South Dakota. Ex. A. This branch of First Western Bank was acquired in 2008 by First Interstate Bank. *See* Ex. B.

3. MTC has not engaged in exploration activities at LE0258 since 2006.

4. MTC has not reclaimed any of the surface disturbance it created at LE0258.

5. On March 14, 2009, the Wyoming Secretary of State revoked MTC's status as a profit corporation due to delinquent taxes. Ex. C. As a result, MTC is no longer licensed to do business in Wyoming.

6. MTC filed a petition for Chapter 11 bankruptcy in the U.S. Bankruptcy Court for the District of South Dakota on July 23, 2015. Ex. D. MTC's bankruptcy case was converted to a Chapter 7 liquidation proceeding on March 10, 2016. *Id.*

7. Following MTC's bankruptcy filing, the Department's only point of contact for MTC has been Forrest Allred, the Trustee of MTC's bankruptcy estate.

8. On March 22, 2021, the Department issued MTC a Notice of Violation for failure to complete its reclamation obligations at LE0258 (Docket No. 6081-21). Ex. E.

9. Based on the facts set forth above, the Department determined that MTC's reclamation performance bond should be forfeited.

10. On June 1, 2021, in accordance with Wyo. Stat. Ann. § 35-11-421(a), Director Todd Parfitt filed a Bond Forfeiture Recommendation with the Council, requesting approval to have the Attorney General's Office begin bond forfeiture proceedings against MTC.

11. On August 17, 2021, the Council approved the Department's request to initiate bond forfeiture proceedings.

12. On August 31, 2021, the Attorney General's Office sent notice of the forfeiture proceedings to the following parties by certified mail: Mineral Technology Corporation, Attn: Stan Anker, Anker Law Group, P.C. (bankruptcy counsel for MTC); Forrest Allred (the Trustee of MTC's bankruptcy estate); and First Interstate Bank. Ex. F.

13. The notice stated that the Council would enter an order forfeiting Bond No. 12371, in the amount of \$5,000.00, unless MTC requested a hearing within thirty days. *Id.*

14. The notice was delivered to MTC on September 7, 2021, Mr. Allred on September 4, 2021, and First Interstate Bank on September 7, 2021. Ex. G.

15. Neither the Attorney General's Office nor the Council has received a hearing request from MTC, Forrest Allred, or First Interstate Bank.

16. If the operator does not demand a hearing before the Council within thirty days of receipt of notice, the Council shall order the bond forfeited. Wyo. Stat. Ann. § 35-11-421(b).

WHEREFORE, the Department requests that the Council enter an order forfeiting MTC's reclamation bond of \$5,000.00, to be used by the Department to reclaim the lands affected by MTC's exploration activities under License to Explore No. LE0258.

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Dated this 25th day of October, 2021.



Matt Van Wormer, WSB# 7-5804  
Senior Assistant Attorney General  
Wyoming Attorney General's Office  
109 State Capitol  
Cheyenne, WY 82002  
(307) 777-6199  
matt.vanwormer@wyo.gov

*Attorney for the Wyoming  
Department of Environmental Quality*

## CERTIFICATE OF SERVICE

I hereby certify that I served a true and correct copy of the foregoing *Motion for Bond Forfeiture* upon the persons listed below, this 25th day of October, 2021, addressed as follows:

**Wyoming EQC (Original) – By Inter-Agency Mail**

Attn: Joe Girardin  
2300 Capitol Ave.  
Hathaway Bldg. 1st, Room 136  
Cheyenne, Wyoming 82002

**Mineral Technology Corporation - By US Mail**

Attn: Stan H. Anker  
Anker Law Group, P.C.  
1301 West Omaha Street, Suite 207  
Rapid City, South Dakota 57701

**Forrest C. Allred, Trustee – By US Mail**

14 SE 2nd Avenue, Suite 200  
Aberdeen, South Dakota 57401

**First Interstate Bank – By US Mail**

648 Mt Rushmore Road  
Custer, South Dakota 57730



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Cheryl Lobb, Paralegal  
Wyoming Attorney General's Office



208 LE Mineral Technology  
Receipt No. 196579

DIST 1

TPW-4 1/107

### Time Certificate of Deposit

Financial Institution: FIRST WESTERN BANK, FIRST WESTERN BANK CUSTER  
648 MT RUSHMORE RD, (605) 673-2215, CUSTER, SD 57730

12371

Account Name: WYOMING DEPARTMENT OF ENVIROMENTAL QUALITY -LAND  
QUALITY DIVISION  
SSN/TIN: 46-0393184  
BUSINESS TYPE: Corporation

Account Number	Issue Date	Deposit Amount	Term	Maturity Date
12371	November 5, 2003	\$5,000.00	60 Months	November 5, 2008

**Rate Information:** This Account is an interest bearing account. The interest rate paid on the entire balance in the account will be 3.39% with an annual percentage yield of 3.43%.

The interest rate and annual percentage yield will not change for the term of the account. The interest rate will be in effect until November 5, 2008. Interest begins to accrue on the business day you deposit noncash items (for example, checks). Interest will be compounded quarterly and will be credited quarterly. We will deposit the interest in an account that you designate. Interest will be credited quarterly to your account #126578. The annual percentage yield assumes interest will remain on deposit until maturity. A withdrawal will reduce earnings.

**Balance Information:** We use the daily balance method to calculate the interest on the account. This method applies a daily periodic rate to the principal in the account each day. We will use an interest accrual basis of 365 (or 366 in leap year) for each day in the year. You must maintain a minimum balance of \$100.00 in the account each day to obtain the disclosed annual percentage yield.

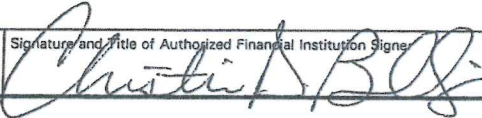
**Limitations:** You must deposit \$100.00 to open this account. You may not make additional deposits into this account.

**Time Account Information:** Your account will mature on November 5, 2008. If you withdraw any of the principal before the maturity date, we may impose a penalty of SIX (6) MONTHS SIMPLE INTEREST, calculated using the current rate the certificate is earning at the time of the early withdrawal. This account will automatically renew. You will have 10 DAYS after the maturity date to withdraw funds without penalty.

NON TRANSFERABLE - NON NEGOTIABLE

Member  
FDIC

Signature and Title of Authorized Financial Institution Signer



#### TIME DEPOSIT AGREEMENT - 60 MONTH CERTIFICATE OF DEPOSIT

We appreciate your decision to open a time deposit account with us. This Agreement sets forth certain conditions, rates, and rules that are specific to your Account. Each signer acknowledges that the Account Holder named has placed on deposit with the Financial Institution the Deposit Amount indicated, and has agreed to keep the funds on deposit until the Maturity Date. As used in this Agreement, the words "you", "your" or "yours" mean the Account Holder(s), the word "Account" means this Time Deposit Account and the word "Agreement" means this Time Deposit Agreement, and the words "we", "us" and "our" mean the Financial Institution. This Account is effective as of the Issue Date and is valid as of the date we receive credit for noncash items (such as checks drawn on other financial institutions) deposited to open the Account. Deposits of foreign currency will be converted to U.S. funds as of the date of deposit and will be reflected as such on our records.

**ISSUE DATE.** If you open a time deposit account with us after 2:00 PM on a business day that we are open, we will consider that the transaction was made at the opening of the next business day for issue date and effective date purposes.

**INTEREST RATE.** The interest rate is the annual rate of interest paid on the Account which does not reflect compounding ("Interest Rate"), and is based upon the interest accrual basis described above.

**AUTOMATIC RENEWAL POLICY.** If the Account will automatically renew as described above, the principal amount and all paid earned interest that has not been withdrawn will automatically renew on each Maturity Date for an identical period of time as the original deposit term. Interest on renewed accounts will be calculated at the interest rate then in effect for time deposits of that Deposit Amount and term. If you wish to withdraw funds from your Account, you must notify us during the grace period after the Maturity Date.

**EARLY WITHDRAWAL PENALTY.** You have agreed to keep the funds on deposit until the Maturity Date of your Account. Any withdrawal of all or part of the funds from your Account prior to maturity may result in an early withdrawal penalty. We will consider requests for early withdrawal and, if granted, the penalty as specified above will apply.

**Minimum Required Penalty.** If you withdraw money within six (6) days after the date of deposit, the Minimum Required penalty is seven (7) days' simple interest on the withdrawn funds. If partial early withdrawal(s) are permitted, we are required to impose the Minimum Required Penalty on the amount(s) withdrawn within six (6) days after each partial withdrawal. The early withdrawal penalty may be more than the Minimum Required Penalty. You pay the early withdrawal penalty by forfeiting part of the accrued interest on the Account. If your Account has not earned enough interest, or if the interest has been paid, we take the difference from the principal amount of your Account.

**Exceptions.** We may let you withdraw money from your Account before the Maturity Date without an early withdrawal penalty: (1) when one or more of you dies or is determined legally incompetent by a court or other administrative body of competent jurisdiction; or (2) when the Account is an Individual Retirement Account (IRA) established in accordance with 26 USC 408 and the money is paid within seven (7) days after the Account is opened; or (3) when the Account is a Keogh Plan (Keogh), if you forfeit at least the interest earned on the withdrawn funds; or (4) if the Account is an IRA or a Keogh Plan established pursuant to 26 USC 408 or 26 USC 401, when you reach age 59 1/2 or become disabled; or (5) within an applicable grace period (if any).

**RIGHT OF SETOFF.** Subject to applicable law, we may exercise our right of setoff or security interest against any and all of your Accounts (except IRA, Keogh plan and Trust Accounts) without notice, for any liability or debt of any of you, whether joint or individual, whether direct or contingent, whether now or hereafter existing, and whether arising from overdrafts, endorsements, guarantees, loans, attachments, garnishments, levies, attorneys' fees, or other obligations. If the Account is a joint or multiple-party account, each joint or multiple-party account holder authorizes us to exercise our right of setoff against any and all Accounts of each Account Holder.

**OTHER ACCOUNT RULES.** The following rules also apply to the Account.

**Surrender of Instrument.** We may require you to endorse and surrender this Agreement to us when you withdraw funds, transfer or close your Account. If you lose this Agreement, you agree to sign any affidavit of lost instrument, or other Agreement we may require, and agree to hold us harmless from liability, prior to our honoring your withdrawal or request.

**Death of Account Holder.** Each Account Holder agrees to notify us immediately upon the death of any other Account Holder. You agree that we may hold the funds in your Account until we have received all required documentation and instructions.

**Indemnity.** If you ask us to follow instructions that we believe might expose us to any claim, liability or damages, we may refuse to follow your instructions or may require a bond or other protection, including your agreement to indemnify us.

Original

Ex. A

**Pledge.** You agree not to pledge your Account without our prior consent. You may not withdraw funds from your Account until all obligations secured by your Account are satisfied.

### SURRENDER OF TIME DEPOSIT

CD # 12371

This certificate is hereby surrendered.

Date: \_\_\_\_\_

Number of Signers Required: Any one (1) of the Authorized Signers(s) shown below.

ACCOUNT HOLDER:

MINERAL TECHNOLOGY CORPORATION

WYOMING DEPARTMENT OF ENVIRONMENTAL QUALITY- LAND QUALITY DIVISION, Agent of MINERAL TECHNOLOGY CORPORATION

By: \_\_\_\_\_  
Authorized Signer





### Telephone System Issues



We are currently experiencing telephone system issues at some of our branch in Idaho, Oregon, and Washington. For immediate assistance, please call our Client Contact Center at 855-342-3400 or utilize our online contact form at <https://www.firstinterstatebank.com/applications/support/>. Thank you for your patience and understanding.

## We're here for you.

For decades, First Interstate has been part of the fabric of many hard-working towns and cities. Our belief—that community banking means so much more than simply transactions and accounts—is rooted in an approach to service centered around you.

**First Interstate Bank—Built for you.**

## Right where we need to be.

First Interstate is a community bank headquartered in Billings, Montana. With more than 150 offices across Idaho, Montana, Oregon, South Dakota, Washington, and Wyoming, we're dedicated to helping these diverse communities reach their greatest potential—answering the needs of residents and businesses with practical financial solutions while supporting communities through business development and philanthropy.

[Explore more about us](#)





### 1968

First Interstate Bank was established on the principles and values of our founder Homer Scott. In 1968, Mr. Scott purchased the Bank of Commerce in Sheridan, Wyoming, and began building his vision of a premier community bank committed to providing quality customer service, attracting high quality employees, and serving the local community with long-term perspective and discipline.

### 1970

Mr. Scott purchased the Security Trust and Savings Bank in Billings, Montana. These two bank acquisitions formed the foundation on which our company began its notable history of sustained growth and expansion.

### 1971

In 1971, Mr. Scott incorporated our company as a holding company and over the next 10 years acquired two more banks and established six de novo banks within various communities of Montana and Wyoming.

### 1981

By 1981, our company had grown to 10 branches.

### 1984

We entered into a franchise agreement with First Interstate Bancorp, headquartered in Los Angeles, California, in 1984 to use the "First Interstate" name in Montana and Wyoming.

### 1996

In 1996, Wells Fargo acquired First Interstate Bancorp, but not our bank. Instead, we obtained an exclusive license to use the "First Interstate" name and logo in Montana, Wyoming, and the neighboring states of Idaho, Utah, Colorado, Nebraska, South Dakota, and North Dakota. We also purchased six banking offices—previously owned by First Interstate Bancorp—in Montana and Wyoming, bringing our total number of branches to 27.

### 1999

By the end of 1999, First Interstate had grown to 42 branches through a combination of de novo start-ups and acquisitions. We also experienced significant organic growth with increases in total assets, deposits, and loans. This pattern of organic, de novo, and acquisition growth has since resulted in further expansion of our business and market areas.

### 2008

In January 2008, we expanded into South Dakota by acquiring 15 banking offices pursuant to the purchase of First Western Bank.

### 2014/15

**STATE OF WYOMING \* SECRETARY OF STATE**  
**EDWARD A. BUCHANAN**  
**BUSINESS DIVISION**

Herschler Bldg East, Ste.100 & 101, Cheyenne, WY 82002-0020

Phone 307-777-7311

Website: <https://sos.wyo.gov> · Email: [business@wyo.gov](mailto:business@wyo.gov)

**Filing Information**



Please note that this form CANNOT be submitted in place of your Annual Report.

Name	<b>Mineral Technology Corporation</b>	Status	Inactive - Revoked (Tax)
Filing ID	<b>2003-000453848</b>		
Type	Profit Corporation		

**General Information**

Old Name		Sub Status	Archived
Fictitious Name		Standing - Tax	Delinquent
		Standing - RA	Good
Sub Type		Standing - Other	Good
Formed in	South Dakota	Filing Date	08/20/2003 12:00 AM
Term of Duration	Perpetual	Delayed Effective Date	
		Inactive Date	03/14/2009

**Share Information**

Common Shares		Preferred Shares		Additional Stock	N
Par Value	0.0000	Par Value	0.0000		

**Principal Address**

12062 W Hwy 16  
Custer, SD 57730

**Mailing Address**

PO Box 872  
Custer, SD 55730

**Registered Agent Address**

Mark L Hughes  
113 N Third St  
PO Box 456  
Sundance, WY 82729

**Parties**

Type	Name / Organization / Address
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**Notes**

Date	Recorded By	Note
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## Filing Information



Please note that this form CANNOT be submitted in place of your Annual Report.

<b>Name</b>	<b>Mineral Technology Corporation</b>		
<b>Filing ID</b>	<b>2003-000453848</b>		
<b>Type</b>	<b>Profit Corporation</b>	<b>Status</b>	<b>Inactive - Revoked (Tax)</b>

### Most Recent Annual Report Information

Type	Original			AR Year	2007
License Tax	\$50.00	AR Exempt	N	AR ID	00806568
AR Date	8/30/2007 11:21 AM				
Web Filed	N				

### Officers / Directors

Type	Name / Organization / Address
Director	Mary L. Cullum
Director	Robert L. Cullum
President	Robert L. Cullum
Secretary	Mary L. Cullum
Treasurer	Mary L. Cullum

### Principal Address

12062 W Hwy 16  
Custer, SD 57730

### Mailing Address

PO Box 872  
Custer, SD 55730

### Annual Report History

Num	Status	Date	Year	Tax
00634938	Original	10/14/2004	2004	\$50.00
00694798	Original	01/12/2006	2005	\$50.00
00725651	Original	08/07/2006	2006	\$50.00
00806568	Original	08/30/2007	2007	\$50.00

Principal Address 1 Changed From: P.O. Box 872 To: 12062 W Hwy 16

Principal Postal Code Changed From: 55730 To: 57730

### Amendment History

ID	Description	Date
2010-000819823	RA Address Change	01/27/2010
	Registered Agent Physical Address 2 Changed From: No Value To: PO Box 456	
2009-000736866	Revocation (Tax)	03/14/2009
	Filing Status Changed From: Active To: Inactive - Revoked (Tax)	
	Filing Sub Status Changed From: Current To: Archived	
2008-000691377	Delinquency Notice - Tax	08/02/2008



## Filing Information



Please note that this form CANNOT be submitted in place of your Annual Report.

Name	<b>Mineral Technology Corporation</b>		
Filing ID	2003-000453848		
Type	Profit Corporation	Status	Inactive - Revoked (Tax)
<hr/>			
2007-000631333	Delinquency Notice - Tax		08/02/2007
See Filing ID	Initial Filing		08/20/2003

**15-50164** Mineral Technology Corporation  
**Case type:** bk **Chapter:** 7 **Asset:** Yes **Vol:** v **Judge:** Charles L. Nail, Jr.  
**Date filed:** 07/23/2015 **Date of last filing:** 10/17/2021

## Case Summary

**Office:** Western (Rapid City)

**Filed:** 07/23/2015

**County:** Pennington-SD

**Terminated:**

**Fee:** Paid

**Debtor discharged:**

**Origin:** 0

**Reopened:**

**Previous term:**

**Converted:** 03/10/2016

**Joint:** n

**Debtor dismissed:**  
**Confirmation hearing:**

**Original chapter:** 11

**Current chapter:** 7

**Previous chapter:** 11

**Nature of debt:** business

**Related adversary proceedings:** 15-05005,19-05006

**Pending status:** Pending

**Flags:** NTCAPR, SmBus, CONVERTED, CLAIMS, FeeDueAD

**Trustee:** Forrest C. Allred

**City:** Aberdeen **Phone:** 605-225-3933

**Email:** forrest.allred@gmail.com

**Trustee:** James L. Snyder

**City:** Des Moines **Phone:** 515-284-4982

**Email:**

ustpreion12.sx.ecf@usdoj.gov

**Party 1:** Mineral Technology Corporation (Debtor)

Tax ID/EIN: 46-0393184

**Atty:** Stan H. Anker

**Represents party 1:** Debtor

**Phone:** 605-718-7050

**Fax:** 605-718-0700

**Email:** sanker@rushmore.com

**Atty:** Stanton A. Anker

**Represents party 1:** Debtor

**Phone:** 605-718-7050

**Fax:** 605-718-0700

**Email:** stanton@ankerlawgroup.com

**Atty:** Jordan D. Bordewyk

**Represents party 1:** Debtor

**Phone:** 605-718-7050

**Fax:** 605-718-0700

**Email:** jordan@ankerlawgroup.com

**Location of case files:**

**Volume:** CS1

The case file may be available.

<b>PACER Service Center</b>			
<b>Transaction Receipt</b>			
10/19/2021 10:46:43			
<b>PACER Login:</b>	mtvanwormer	<b>Client Code:</b>	12

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

**NOTICE OF VIOLATION**

**IN THE MATTER OF THE NOTICE OF )  
VIOLATION ISSUED TO: )**

**Scott R. Cullum )  
Mineral Technology Corporation )  
Attention: Forrest Allred )  
14 2<sup>nd</sup> Ave. SE #200 )  
Aberdeen, SD 87401 )**

**DOCKET NUMBER 6081-21**

NOTICE IS HEREBY GIVEN THAT:

1. Notice of Violation is being sent to you pursuant to the Environmental Quality Act (EQA), Wyoming Statutes § 35-11-701(c)(i), which requires that a written notice be issued in case of failure to correct or remedy an alleged violation.
2. This License to Explore by Dozing was authorized by Land Quality Division on November 13, 2003. Mr. Scott R. Cullum is the owner and operator of Mineral Technology Corporation. The exploration activities include two test pits and access road located within Section 14 of Township 14N, Range 84W in Carbon County, Wyoming. A \$5,000.00 reclamation performance bond is held by Land Quality Division for less than 2.0 acres of disturbance.
3. Mineral Technology is in violation of Land Quality Division, Noncoal Rules and Regulations, Chapter 5 Exploration by Dozing, Section 2 and Chapter 3 Environmental Protection Performance Standards, Section 2(b) for failure to complete the reclamation obligations of the exploration activities. These compliance issues have been documented in the annual inspection reports and have not been addressed by the Licensee.

**NOTHING IN THIS NOTICE OF VIOLATION (NOV)** shall be interpreted to in any way limit or contravene any other remedy available under the Environmental Quality Act, nor shall this NOV be interpreted as being a condition precedent to any other enforcement action.

Signed this 22<sup>nd</sup> day of March, 2021.



Todd Parfitt  
Director  
Department of Environmental Quality



Kyle Wendtland  
Administrator  
Land Quality Division

**Ex. E**





## Office of the Attorney General

**Governor**  
Mark Gordon

Water and Natural Resources Division  
109 State Capitol  
Cheyenne, Wyoming 82002  
307-777-6946 Telephone  
307-777-3542 Fax

**Chief Deputy Attorney General**  
Ryan Schelhaas

**Attorney General**  
Bridget Hill

**Division Deputy**  
James Kaste

August 31, 2021

**CERTIFIED MAIL NOS: 7015 1730 0000 3880 0582; 7015 1730 0000 3880 0599;  
7015 1730 0000 3880 0605**

Mineral Technology Corporation  
Attn: Stan H. Anker  
Anker Law Group, P.C.  
1301 West Omaha Street, Suite 207  
Rapid City, SD 57701

Forrest C. Allred, Trustee  
14 SE 2nd Avenue, Suite 200  
Aberdeen, South Dakota 57401

First Interstate Bank  
648 Mt Rushmore Road  
Custer, South Dakota 57730

**RE: Notice of Proposed Bond Forfeiture**

Dear Mr. Anker and Mr. Allred:

The Wyoming Department of Environmental Quality (Department) is seeking forfeiture of the following reclamation performance bond, pursuant to Wyo. Stat. Ann. § 35-11-421:

License No.	Bond. No.	Amount	Form of Bond
LE0258	12371	\$5,000.00	Certificate of Deposit (First Interstate Bank)

Mineral Technology Corporation (MTC) is the responsible operator for the exploration license (LE) listed above. The Wyoming Secretary of State's records show that MTC was administratively dissolved on March 14, 2009. MTC filed for Chapter 11 bankruptcy on July 23, 2015, and its case was later converted to a Chapter 7 liquidation

Ex. F

Mineral Technology Corporation  
August 31, 2021  
Page 2 of 2

proceeding. On March 22, 2021, the Department issued a Notice of Violation to MTC for failing to commence reclamation of its exploration activities.

Despite the Department's prior notices, MTC has failed to satisfy its reclamation obligation for LE0258. Accordingly, the Department now seeks to forfeit the reclamation bond MTC posted to ensure the reclamation of its exploration operations. On June 1, 2021, the Department sought approval from the Wyoming Environmental Quality Council to initiate bond forfeiture proceedings for LE0258. The Council approved the Department's requests on August 17, 2021. The Council's Order of Approval is attached.

The Wyoming Attorney General's Office is hereby notifying you that the Department will seek an order from the Council forfeiting the bond identified in this letter. The Council will order this bond forfeited unless you make a written demand for a hearing to the Council within thirty days after receiving this notice. If the bond is forfeited, the Department will apply the proceeds to MTC's reclamation obligation.

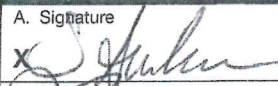


If you have any questions concerning this matter, please contact me at (307) 777-6199 or [matt.vanwormer@wyo.gov](mailto:matt.vanwormer@wyo.gov).




Sincerely,

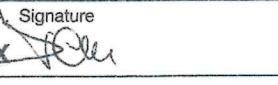
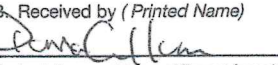


Matt Van Wormer,  
Senior Assistant Attorney General

cc: Kyle Wendtland, LQD Administrator  
Robin Jones, District I Supervisor  
Brian Goodnough, Surface Water Hydrologist

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY	
<ul style="list-style-type: none"> <li>Complete items 1, 2, and 3.</li> <li>Print your name and address on the reverse so that we can return the card to you.</li> <li>Attach this card to the back of the mailpiece, or on the front if space permits.</li> </ul>	A. Signature  <input checked="" type="checkbox"/> Agent <input type="checkbox"/> Addressee	
1. Article Addressed to: <b>Mineral Technology Corporation</b> <b>Attn: Stan H. Anker</b> <b>Anker Law Group, P.C.</b> <b>1301 West Omaha Street, Suite 207</b> <b>Rapid City, SD 57701</b>	B. Received by (Printed Name) 	C. Date of Delivery <b>9-7-2021</b>
	D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input checked="" type="checkbox"/> No	
 <b>9590 9401 0160 5234 1658 60</b>	3. Service Type <input type="checkbox"/> Adult Signature <input type="checkbox"/> Adult Signature Restricted Delivery <input checked="" type="checkbox"/> Certified Mail® <input type="checkbox"/> Certified Mail Restricted Delivery <input type="checkbox"/> Collect on Delivery <input type="checkbox"/> Collect on Delivery Restricted Delivery <input type="checkbox"/> Insured Mail <input type="checkbox"/> Registered Mail Restricted Delivery (\$500)	
2. Article Number (Transfer from service label) <b>7015 1730 0000 3880 0605</b>	<input type="checkbox"/> Priority Mail Express® <input type="checkbox"/> Registered Mail™ <input type="checkbox"/> Registered Mail Restricted Delivery <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Signature Confirmation™ <input type="checkbox"/> Signature Confirmation Restricted Delivery	
PS Form 3811, July 2015 PSN 7530-02-000-9053	Domestic Return Receipt	

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY	
<ul style="list-style-type: none"> <li>Complete items 1, 2, and 3.</li> <li>Print your name and address on the reverse so that we can return the card to you.</li> <li>Attach this card to the back of the mailpiece, or on the front if space permits.</li> </ul>	A. Signature  <input type="checkbox"/> Agent <input type="checkbox"/> Addressee	
1. Article Addressed to: <b>Forrest C. Allred, Trustee</b> <b>14 SE 2nd Avenue, Suite 200</b> <b>Aberdeen, South Dakota 57401</b>	B. Received by (Printed Name) 	C. Date of Delivery <b>9-4-21</b>
	D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input checked="" type="checkbox"/> No	
 <b>9590 9401 0160 5234 1658 77</b>	3. Service Type <input type="checkbox"/> Adult Signature <input type="checkbox"/> Adult Signature Restricted Delivery <input checked="" type="checkbox"/> Certified Mail® <input type="checkbox"/> Certified Mail Restricted Delivery <input type="checkbox"/> Collect on Delivery <input type="checkbox"/> Collect on Delivery Restricted Delivery <input type="checkbox"/> Insured Mail Restricted Delivery	
2. Article Number (Transfer from service label) <b>7015 1730 0000 3880 0599</b>	<input type="checkbox"/> Priority Mail Express® <input type="checkbox"/> Registered Mail™ <input type="checkbox"/> Registered Mail Restricted Delivery <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Signature Confirmation™ <input type="checkbox"/> Signature Confirmation Restricted Delivery	
PS Form 3811, July 2015 PSN 7530-02-000-9053	Domestic Return Receipt	

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY	
<ul style="list-style-type: none"> <li>Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.</li> <li>Print your name and address on the reverse so that we can return the card to you.</li> <li>Attach this card to the back of the mailpiece, or on the front if space permits.</li> </ul>	A. Signature  <input type="checkbox"/> Agent <input type="checkbox"/> Addressee	
1. Article Addressed to: <b>First Interstate Bank</b> <b>648 Mt Rushmore Road</b> <b>Custer, South Dakota 57730</b>	B. Received by (Printed Name) 	C. Date of Delivery <b>9-7-21</b>
	D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input checked="" type="checkbox"/> No	
2. Article Number (Transfer from service label) <b>7015 1730 0000 3880 0582</b>	3. Service Type <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Registered <input type="checkbox"/> Insured Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> C.O.D.	
PS Form 3811, February 2004	Domestic Return Receipt	

Ex. G