

1 **BEFORE THE STATE ENVIRONMENTAL COMMISSION**

2 **STATE OF NEVADA**

3 In Re:)
4 Nathaniel Seltenreich’s Appeal of Notice of)
5 Proposed Revocation, Certificate NV-876)
6)
7)

**NEVADA DIVISION OF
ENVIRONMENTAL
PROTECTION’S RESPONSE TO
OPENING BRIEF OF NATHANIEL
SELTENREICH**

8 The State of Nevada, Division of Environmental Protection, Bureau of Water
9 Pollution Control (“NDEP”), by and through counsel, Adam Paul Laxalt, Attorney
10 General for the State of Nevada, and Katie S. Armstrong, Deputy Attorney General,
11 hereby responds to the Opening Brief of Nathaniel Seltenreich in the above captioned
12 matter. On September 26, 2018, NDEP issued a Notice of Proposed Revocation,
13 Certificate NV-876 to Mr. Seltenreich. On October 2, 2018, Mr. Seltenreich filed Form 3:
14 Form for Requesting an an Appeal Hearing, with the State Environmental Commission
15 (“SEC”). The SEC is scheduled to hold a hearing on December 19, 2018, to determine if
16 Mr. Seltenreich’s Grade III Certification merits revocation. This Response Brief is based
17 upon the following Memorandum of Points and Authorities, the attached exhibits, all
18 pleadings and papers on file herein, and the evidence and argument to be presented at
19 the hearing on this matter.

20 **I. INTRODUCTION**

21 Wastewater is water that has previously been used and may contain chemicals, oils
22 or sewage. The purpose of wastewater treatment facilities is to collect and treat
23 contaminated water in a central location to prevent pollution to rivers, lakes and the
24 environment. Wastewater Treatment Operators must have a working knowledge of the
25 operation, maintenance and cleaning of primary, secondary and tertiary wastewater
26 equipment and facilities, wastewater treatment principles, safety rules, chemical
27 handling, wastewater sampling, and process control tests to adequately protect public
28 health and the environment.

1 In 1992, the Nevada State Legislature required “supervisors and technicians
2 responsible for the operation of plants for sewage treatment be certified”. Further, the
3 NDEP, Bureau of Water Pollution Control is responsible for administering the
4 Wastewater Certification Program. NAC 445A.287–292. The Wastewater Certification
5 Program administered by NDEP provides testing and program information services to
6 ensure that Nevada’s water and wastewater operator community is held to a minimum
7 standard of knowledge, skills, and abilities that can be measured. By having the
8 operation of wastewater treatment plants overseen by certified operators, public health
9 and environment are protected.

10 Pursuant to NAC 445A.288, NDEP has contracted with the Nevada Water
11 Environment Association, Inc. (“NWEA”), a non-profit educational organization, to
12 operate the Wastewater Certification Program. NWEA has created the Nevada Water
13 Board of Certification (“Board”) to carry out the program of certifying treatment plant
14 operators and technicians. Per NAC 445A.288, NWEA must perform specific duties as
15 well as “perform any other duty specified in the agreement” with NDEP. Attachment AA
16 to the contract between NDEP and NWEA specifically states that NWEA Certification
17 Board will administer the Certification Program. See Exhibit 1, Contract No. 16027–
18 DCNR-Environmental Protection and Nevada Water Environment Association, Bates No.
19 000001–000038. Accordingly, in 2014, NWEA added a code of conduct to its Policy and
20 Procedures Manual. See Exhibit 2, Nevada Board of Certification for Wastewater
21 Treatment Plant Operators, Attachment K, Bates No. 000138–000139. The Code of
22 Conduct states:

23 Wastewater Professional Code of Conduct

24 The Wastewater Professional Code of Conduct requires
25 certificants holding Wastewater Treatment Plant Operator,
26 Collection System Operator, Industrial Waste Operator,
27 Industrial Waste Inspector, Plant Maintenance Technologist
28 and Wastewater Quality Analyst certifications to act honestly,
competently, and with integrity and to use their knowledge and
skill for protection of the environment. As a condition of holding
and maintaining a Nevada certification, I agree to:

- Be truthful and accurate in what I say, do and write.

- Adhere to all laws and regulations applicable to the profession.
- Promote and encourage the highest quality of wastewater facility/system operation with the industry;
- Not misrepresent nor permit misrepresentation of my qualifications or the qualifications of my associates;
- Not conduct myself in a manner that subverts or attempts to subvert the minimum certification requirements, application processes, or examination processes.
- Uphold and follow all certification policies and procedures.

By signing the application and/or renewal form the applicant agrees to adhere to this Code.¹

Further, the application and/or renewal forms that all applicants for Wastewater Treatment Plant Operators sign states:

“I certify that the information provided, including attachments, is true and accurate. By signing this application I agree to adhere to the Wastewater Professional Code of Conduct. If this information is found to be untrue or inaccurate I am aware that my certification may be suspended or revoked.”

Mr. Seltenreich signed the certification renewal forms twice, once in 2015 and once in 2017, each time certifying that he is truthful in what he does, says, and writes; that he is promoting the highest quality of wastewater operation with the industry, that he has not misrepresented his qualifications, and that he has not conducted himself in a manner that subverts the minimum certification requirements or examination processes, and that he will uphold all certification policies and procedures. Exhibit 2, Attachment L, Bates No. 000140–000142.

On the contrary, the evidence will show that Mr. Seltenreich’s Grade IV examination score was invalidated due to him leaving the Utah Grade IV examination review session with notes contrary to review session policy. Exhibit 2, Attachment J, Bates No. 000129–000137. The evidence will further show that documents found in Mr. Seltenreich’s work desk contained a picture of his Grade III Utah examination scantron as well as copies of several pages of the Grade IV Utah examination. Exhibit 2, Attachment A, Bates No. 000053–000080. Further, just two short months after failing

¹ The NWEA added the Code of Conduct to their Policies and Procedures in February of 2014, to their renewals in March of 2014 and to their applications in April of 2014.

1 the Utah Grade III examination with a 60%, Mr. Seltenreich passed the Nevada Grade
2 III examination with a score of 75%. Exhibit 2, Attachment B, Bates No. 000081–000082.
3 At the December 19, 2018 hearing, NDEP will establish that Mr. Seltenreich obtained his
4 Grade III certification by deceit; therefore, his certification merits revocation.

5 Mr. Seltenreich is currently employed by the Clark County Water Reclamation
6 District (“District”) as a Grade III Wastewater Treatment Plant Operator. The District is
7 the largest wastewater treatment plant in Nevada, and processes and discharges 100
8 million gallons per day of effluent into the Las Vegas Wash. Discharge from the District
9 flows to the Las Vegas Wash, where the public has access and can come in contact with
10 treated effluent, and where wildlife relies on the wash. Ultimately, the Las Vegas Wash
11 flows to Lake Mead, a source of drinking water for the Southern Nevada Water Authority,
12 which serves the Las Vegas area.

13 Further, the District is permitted for Category B reuse of treated effluent.
14 Regulations for Category B include spray irrigation of a cemetery, greenbelt, commercial
15 lawn, golf course or park, as well as firefighting operations. Even though it is expected
16 that site access is controlled with Category B, human contact with treated effluent can
17 occur; thus, ensuring the reuse effluent quality meets safety standards has a direct
18 connection to public health protections.

19 **II. BACKGROUND**

20 On March 4, 2011, Mr. Seltenreich took the Utah Wastewater III examination and
21 failed with a score of 60%. Exhibit 2, Attachment B. In April 2011, per Utah policy, he
22 reviewed the Class III booklet and exam. On May 9, 2011, Mr. Seltenreich took the
23 Nevada Wastewater III exam and passed with a score of 75%. *Id.*

24 On December 2, 2011, Mr. Seltenreich took the Utah Wastewater IV examination
25 and failed with a score of 63%. Exhibit 2, Attachment B. He was afforded the same
26 review opportunity as the Class III exam. In January of 2012, Paul Krauth, former
27 employee of the Utah Division of Environmental Quality (“Utah DEQ”), brought the Utah
28 Wastewater Grade IV examination booklet and scantrons to Las Vegas for Mr.

1 Seltenreich to review. Exhibit 2. This review session was not supervised. *Id.* Upon his
2 return to Utah, Mr. Krauth noticed that Grade IV examination booklets were missing. *Id.*
3 Mr. Krauth then notified Utah staff of this development, as well as the Association of
4 Boards of Certification (“ABC”). *Id.*

5 On February 23, 2012, less than 2 months after the review of the Utah exam, Mr.
6 Seltenreich took the Nevada Wastewater Grade IV Examination and passed with a 91%.
7 Exhibit 2, Attachment B. A 91% is one of the highest Nevada scores ever obtained on
8 that level of exam. The 28 point improvement over the score of 63% in Utah is outside
9 the normal deviation for those exam scores.

10 In April 2012, the Board was notified by Mr. Krauth that he had information that
11 Mr. Seltenreich left the test review in January 2012 with notes. Exhibit 2. By attending
12 previous examination review sessions, Mr. Seltenreich knew there was a policy that notes
13 were not allowed to leave the review facility. Nonetheless, he removed them regardless of
14 the policy. Based on this information, on February 23, 2012, the Board invalidated Mr.
15 Seltenreich’s Nevada Grade IV test score and prohibited him from taking the exam for
16 one year. Exhibit 2, Attachment J. At this time, the Board was not aware of the missing
17 Utah Class IV exam booklet.

18 On February 22, 2016, Mr. Seltenreich took the Nevada Grade IV exam and failed
19 with a 64%. Exhibit 2, Attachment B. The examination questions are changed on a
20 regular basis, so the 2016 test was similar in difficulty to the 2012 exam, but contained
21 different questions from the 2012 exam.

22 On September 6, 2017, several documents were discovered in a drawer at one of
23 Clark County Water Reclamation District’s (the “District”) Filters Building. Exhibit 2,
24 Attachment A. The documents discovered included photos of the Utah Wastewater
25 Treatment Class III Exam and graded scantron; a typed document with Grade IV exam
26 questions, various study materials available on the internet, and personal documents
27 belonging to Mr. Seltenreich. *Id.* Further, the desk found to contain the materials is Mr.
28 Seltenreich’s primary workstation. *Id.*

1 On October 3, 2017, Jennifer Scharn, Principal Human Resource Analyst, Clark
2 County Water Reclamation District, conducted an investigatory interview with Mr.
3 Seltenreich. Exhibit 2, Attachment F, Bates No. 000117–000120. Union Representative,
4 Dan Grillet, was also present at the investigatory interview. *Id.* During the interview,
5 Mr. Seltenreich confirmed these documents were his, with the exception of the
6 photographs of the Utah Wastewater Treatment Class III Exam and graded scantron. *Id.*
7 Further, in the October 3, 2017 interview, Mr. Seltenreich stated that he asked the Utah
8 proctor if he could use his phone when reviewing his test and he was told he could not. *Id.*
9 As part of the investigation, the District made an inquiry with the Utah DEQ, which
10 confirmed that the materials include a photo of a Utah Wastewater Treatment Class III
11 Exam and a completed scantron. Exhibit 2, Attachment A. The DEQ further associated
12 the scantron as Mr. Seltenreich’s. *Id.* Accordingly, on October 30, 2017, Thomas
13 Minwegen, General Manager, Clark County Water Reclamation District, sent a letter to
14 the Board indicating the discovery of misuse of operator certification exam materials.
15 Exhibit 2, Attachment A. The letter further reported the findings of the District’s
16 investigation of the documents and Mr. Seltenreich. *Id.*

17 The Board then conducted their own investigation into the allegations of the
18 misuse of operator certification exam materials, and Mr. Seltenreich. Exhibit 2. The
19 Board first conducted a closed session on November 16, 2017, to determine how to
20 proceed. *Id.* The Board decided to interview Mr. Seltenreich. *Id.* On November 30, 2017,
21 the Board notified Mr. Seltenreich of the interview via certified mail and then conducted
22 the interview on December 12, 2017. *Id.* At the December 12, 2017 interview, Mr.
23 Seltenreich confirmed the documents were his, but denied the pictures belonged to him.
24 Exhibit 2, Attachment D, Bates No. 000088–000113. The Board obtained a copy of the
25 full scantron sheet from Utah and a comparison of the answers to questions on the
26 pictures with the original scantron revealed that all 37 of the individual questions and
27 answers were identical. Exhibit 2, Attachment H, Bates No. 000124–000125. Further,
28 Judy Etherington, Wastewater Certification Programs, Utah DEQ, conducted a further

1 analysis and determined that the photos labeled A1 through A6 corresponded to the
2 Grade III examination taken by Mr. Seltenreich. Exhibit 2, Attachment G, Bates No.
3 000121–000123. Judy Etherington, Utah DEQ, also described to the Board the typical
4 procedures that were followed when reviewing failed certification exams in the 2011-2012
5 timeframe. *Id.* According to Ms. Etherington, there were no written procedures, but
6 standard procedure would be to verbally tell the reviewers that they could write down
7 and rework problems, but they could not take notes with them. *Id.* Further, they would
8 collect all notes along with the test booklets and marked copies of score sheets as the
9 reviewers left the review session. *Id.* The Association of Boards of Certification (“ABC”),
10 the creators of the test, also reviewed the pictures and confirmed they were pictures of the
11 Utah exam. Exhibit 2, Attachment C, Bates No. 000083–000087. The Board’s
12 investigation led them to believe that Mr. Seltenreich did in fact inappropriately take and
13 reproduce pictures A-001 through A-006. Exhibit 2. Further, Mr. Seltenreich’s
14 subsequent testing in Nevada a month later, with a score improvement of 15 points, lead
15 the Board to determine that Mr. Seltenreich benefited from the inappropriate possession
16 of the photos. Exhibit 2. On January 24, 2018, Adrian Edwards, Board Chairman, sent
17 the NDEP a letter detailing the investigation and recommending that the NDEP revoke
18 Mr. Seltenreich’s Wastewater Treatment Plant Operator Grade III certification. Exhibit 2.

19 Pursuant to the Board’s investigation and recommendation, on September 26,
20 2018, the NDEP sent Mr. Seltenreich a Notice of Proposed Revocation, Certificate NV-
21 876. See Exhibit 3, Notice of Proposed Revocation, Bates No. 000143–000145. The notice
22 indicated that the revocation would become final unless a request for a hearing to the
23 State Environmental Commission (“SEC”) is received. *Id.* Further, the effective date of
24 the proposed revocation is stayed upon the receipt of an appeal until the SEC renders a
25 decision. *Id.* On October 2, 2018, Mr. Seltenreich requested an appeal hearing with the
26 SEC. See Exhibit 4, SEC Form 3: Form for Requesting an Appeal Hearing, Bates No.
27 000146–000147.

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1 **III. LEGAL STANDARD**

2 Preponderance of evidence is evidence that “enables a trier of fact to determine
3 that the existence of the contested fact is more probable than the nonexistence of the
4 contested fact.” NRS 233B.0375. NDEP must prove by a preponderance of evidence that
5 Mr. Seltenreich procured his certification fraudulently; thus meriting revocation. The
6 SEC must review NDEP’s proposed revocation of Mr. Seltenreich’s Grade III Wastewater
7 Treatment Operator certification and determine if NDEP proposed such revocation for
8 good cause and uphold NDEP’s decision if it is supported by a preponderance of the
9 evidence in the record. NDEP, as the expert agency, deserves deference to its decisions
10 regarding the Wastewater Treatment Plant Operator certifications and to the evidence
11 that was before it when it was engaged in the decision-making process. *State Indus. Ins.*
12 *System v. Miller*, 923 P.12d 577, 581 (Nev. 1996) (“the administrative agency charged with
13 the duty of administering the statute at issue . . . is entitled to receive deference from this
14 court to its interpretations of the laws it administers so long as such interpretations are
15 ‘reasonable’ and ‘consistent with the legislative intent’”).

16 **IV. STATEMENT OF ISSUES**

17 **A. Mr. Seltenreich’s Due Process Rights Have Not Been Violated**

18 Contrary to the Mr. Seltenreich’s contentions, his due process rights have not been
19 violated. The hearing to be held on December 19, 2018, by the SEC is his due process
20 hearing. The core elements of due process are notice and a hearing before an impartial
21 tribunal. NDEP will establish below that NDEP has complied with the notion of fairness
22 and due process by providing a hearing before an impartial tribunal. Mr. Seltenreich was
23 properly noticed of the proposed revocation and will be given the opportunity to confront
24 the evidence and the witnesses, and he will have the opportunity to refute the charges at
25 the December 19, 2018 hearing.

26 Throughout the Opening Brief, Mr. Seltenreich contends his due process rights
27 have been violated and claims NDEP arbitrarily revoked his certification. First and
28 foremost, NDEP has not revoked Mr. Seltenreich’s certification. On September 26, 2018,

1 NDEP sent via certified mail a “Notice of **Proposed** Revocation, Certificate NV-876” to
2 Mr. Seltenreich. (emphashis added). Exhibit 3. This notification not only clearly states
3 that NDEP considers Mr. Seltenreich’s certification invalid due to the Board’s
4 investigation and determination that he improperly obtained and used answers to take
5 and pass the Nevada examinations, it also clearly states that NDEP is **proposing**
6 revocation of Mr. Seltenreich’s Nevada Grade III Wastewater Operation Certificate NV-
7 876. *Id.* In addition, the notice provides that the proposed revocation will become final
8 unless a request for appeal is received, and if an appeal is received, the effective date of
9 the proposed revocation will be stayed until the SEC renders a decision. *Id.* Mr.
10 Seltenreich submitted the request for appeal; thus, the proposed revocation has been
11 stayed pending the SEC’s decision at the December 19, 2018 hearing.
12 Mr. Seltenreich has continued to work as a Grade III Wastewater Treatment Plant
13 Operator for the Clark County Water Reclamation District.

14 The Nevada Supreme Court has held, in the context of administrative pleadings,
15 “due process requirements of notice are satisfied where the parties are sufficiently
16 apprised of the nature of the proceedings so that there is no unfair surprise.” *Nevada St.*
17 *Apprenticeship Council v. Joint Apprenticeship and Training Committee for the Electrical*
18 *Industry*, 94 Nev. 763, 765 (1978). Further, “[t]he crucial element is adequate
19 opportunity to prepare.” *Id.* Here, the notice sufficiently apprised Mr. Seltenreich of the
20 nature of the proceedings. The September 26, 2018 Notice of Proposed Revocation, as
21 well as the Notice of Hearing issued by the SEC on November 11, 2018 (see Exhibit 5,
22 SEC Appeal Hearing Notice, Bates No. 000148–000149), comply with both NRS 233B.121
23 and the SEC rules of practice codified in NAC 445B.891. Mr. Seltenreich further argues
24 that NDEP failed to provide him a “charging document” as required under NRS
25 662A.300. However, as Mr. Seltenreich concedes in Opening Brief, neither NDEP nor the
26 SEC are subject to Chapter 622A of the NRS. See Seltenreich Opening Brief at 10 (“While
27 [NRS 622A] does not apply to the Grade III certification...”). Again, the notices provided
28 to Mr. Seltenreich by NDEP and the SEC ensure a fair process and no unfair surprise.

1 Mr. Seltenreich's argument that NDEP and the Board violated NRS 233B.126 by
2 participating in ex parte communications also lacks merit. NRS 233B.126 prohibits ex
3 parte communications between an agency's members or employees assigned to render a
4 decision, here the SEC, and any other person in connection with any issue of law. The
5 Board, the statutorily authorized contractor operating the Nevada Wastewater
6 Certification Program, performed an investigation regarding this matter and in turn
7 submitted its investigative findings over to NDEP. NDEP then decided to pursue the
8 matter and propose revocation of Mr. Seltenreich's certification. There is no prohibition
9 regarding the Board, an arm of NDEP, and NDEP from speaking about this matter.
10 Further, NDEP has not communicated in any way with the SEC regarding this matter.
11 Thus, no ex parte communications have taken place, NRS 233B.126 has not been
12 violated, and the argument should not be considered.

13 Mr. Seltenreich will have the opportunity to, not only reply to this instant brief,
14 but also to contest the allegations against him at the December 19, 2018 hearing. The
15 original briefing schedule set by the SEC required Mr. Seltenreich to submit his Opening
16 Brief on or before November 2, 2018. See Exhibit 6, Order Regarding Briefing Schedule,
17 Bates No. 000150-000151. However, at Mr. Seltenreich's request and based on Mr.
18 Seltenreich receiving the Board's investigative findings on November 6, 2018, NDEP
19 agreed to an extension. See Exhibit 7, Email from Carrie Parker dated November 1, 2018,
20 Bates No. 000152. The SEC issued an amended briefing schedule that required Mr.
21 Seltenreich's Opening Brief be submitted on or before November 26, 2018, thereby
22 allowing Mr. Seltenreich ample time to review and respond to investigative findings. See
23 Exhibit 8, Order Resetting Hearing Date and Briefing Schedule, Bates No. 000153-
24 000154.

25 Mr. Seltenreich was properly noticed and will be given the opportunity to confront
26 the evidence, the witnesses and to refute the charges at the December 19, 2018 hearing.
27 To reiterate, the December 19, 2018 hearing constitutes Mr. Seltenreich's due process
28 hearing. Further, at the December 19 hearing, Mr. Seltenreich will have the opportunity

1 to be heard and to confront witnesses and evidence against him. Mr. Seltenreich will also
2 have the opportunity to call witnesses of his choice to refute the allegations.

3 Mr. Seltenreich continually opposes labeling this process an “appeal” arguing that
4 NDEP first did not provide a process where NDEP must prove by a preponderance of the
5 evidence that Mr. Seltenreich’s certification should be revoked. However, this argument
6 amounts to an issue of semantics. The case has been labeled an “appeal” as that is within
7 the SEC’s normal course of business. However, the December hearing will be the process
8 whereby NDEP will prove by a preponderance of evidence that Mr. Seltenreich’s
9 certification should be revoked. Further, Mr. Seltenreich can be heard and refute the
10 allegations. Mr. Seltenreich will also be allowed to produce evidence of his own, cross-
11 examine witnesses against him, and engage in motion practice. *See* NAC 445B.875–899.
12 Clearly, Mr. Seltenreich’s due process rights have not been violated.

13 Mr. Seltenreich cites to *Chudacoff v. Univ. Med. Center of Southern Nevada*, 609 F.
14 Supp. 2d 1163, 1173 (2009) when reciting the amount of due process that is due.
15 However, that case can be distinguished from the instant case in that NDEP has not
16 revoked Mr. Seltenreich’s certification. In *Chudacoff*, the Court determined that a
17 hospital had violated a physician’s procedural due process rights by meeting secretly to
18 discuss the physician’s level of care and ultimately revoking his privileges at the hospital
19 without providing notice or an opportunity to refute the allegations. *Id.* at 1173 (“it
20 simply cannot be that . . . a physician may have his privileges revoked *without ever*
21 *having a chance to refute or challenge the accusations leveled against him*”) (emphasis
22 added). Here, NDEP provided sufficient notice to Mr. Seltenreich of the proposed
23 revocation of his certification as well as the opportunity to refute the allegations at the
24 December 19, 2018 hearing. Thus, in direct contrast to *Chudacoff*, Mr. Seltenreich is
25 being given the opportunity to refute the accusations against him prior to his certification
26 being revoked. Mr. Seltenreich’s argument that his due process rights were violated lacks
27 merit and should not be considered by the SEC.

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1 **B. NDEP has the Inherent Power to Revoke Mr. Seltenreich’s**
2 **Certification**

3 NDEP, the ultimate authority from which Mr. Seltenreich derives his ability to
4 operate as a Grade III Wastewater Treatment Plant Operator, has the inherent power to
5 withdraw his certification. For example, in *Shireson v. Shafer*, 354 Pa. 458, 461-62, 47
6 A.2d 665, 667 (1946), a physician challenged the authority of the licensing board to
7 revoke his license to practice medicine based on fraud or misrepresentation in the
8 procurement of the license where the statute did not list such a ground for revocation. The
9 court found that:

10 “While it is true that such legislation is penal in nature and
11 must therefore be strictly construed ..., it is also the general rule
12 that where the license should never have been granted for
13 reasons such as fraud or forgery, the licensing authority has
14 the *inherent power* to revoke it: ..., ‘The power of the state to
 require a license implies the power to revoke a license which has
 been improperly issued’: *Butcher et al. v. Maybury*, 8 F.2d 155,
 159 [(D.C.1925)]. See also *Vanaman v. Adams*, 74 N.J.L. 125,
 65 Atl. 204 [(1906)]; *Martin v. Morris*, 62 N.D. 381, 243 N.W.
 747 [(1932)]; *Volp v. Saylor et al.*, 42 Ore. 546, 71 Pac. 980 [
 (1903)].” (Emphasis in original; citations omitted).

15 See *Mounts v. Chafin*, 186 W. Va. 156, 162, 411 S.E.2d 481, 487 (1991) (“A license may
16 also be revoked in exercise of the police power of the state, whether or not the power to
17 revoke is expressly or impliedly reserved in the licensing statute or in the certificate of
18 license”); See also *In re Berman*, 245 N.C. 612, 97 S.E.2d 232 (1957) (Although fraud or
19 misrepresentation was not one of the grounds for revocation in the licensing statute, the
20 court found that “the Board has inherent power, independent of statutory authority, to
21 revoke a license it improperly issued by reason of material fraud or misrepresentation in
22 its procurement”); *Kudla v. Modde*, 537 F.Supp. 87 (E.D.Mich.1982), *aff’d*, 711 F.2d 1057
23 (6th Cir.1983); *Arroyo v. Moss*, 56 N.Y.S.2d 29 (Sup.Ct.), *aff’d*, 269 App.Div. 824, 56
24 N.Y.S.2d 17 (1945), *aff’d*, 295 N.Y. 754, 65 N.E.2d 570 (1946); *Williams v. Dickey*, 204
25 Okla. 629, 232 P.2d 637 (1951); *Jacoby v. South Carolina State Bd. of Naturopathic*
26 *Examiners*, 219 S.C. 66, 64 S.E.2d 138 (1951). See generally, Annot., 165 A.L.R. 1138
27 (1946).

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1 Thus, where the certification should have never been granted by reason of
2 misrepresentation in its procurement, NDEP has the inherent power to revoke the
3 certification. See *Shireson v. Shafer*, 354 Pa. 458, 462, 47 A.2d 665, 667 (1946). Even
4 though cheating on the exam is not specified as a ground for revocation of the certification
5 in statute, the certification may still be revoked. *Id.* The mere fact that Mr. Seltenreich
6 was issued a Nevada Grade III Wastewater Treatment Plant Operator Certification, does
7 not give him a vested right which prevents NDEP from revoking the certification for
8 cause. *Id.* Thus, NDEP is expressly authorized to issue a certification and impliedly
9 authorized to revoke that same certification. See *Formosa Plastics Corp. v John E.*
10 *Willson, III*, 504 A.2d 1083, 1089 (1986).

11 The SEC accepting Mr. Seltenreich's argument that NDEP does not have the
12 inherent authority to revoke his certification would create an absurd result. Such a
13 result would mean that an individual who could be conclusively shown to have engaged in
14 fraud to pass his certification test would remain responsible for the health and safety of
15 the general public and the environment. As shown by the case law of the many
16 jurisdictions cited above, the certifying agency must have the inherent authority to
17 revoke fraudulently procured certifications to protect the general public. Treating
18 wastewater is not a right, it is a privilege bestowed by the State to those who have
19 demonstrated that they have the requisite knowledge to ensure the protection of the
20 environment of this State. In turn, the State must also have the inherent ability to
21 revoke that license upon demonstrating that an individual misrepresented his or her
22 knowledge and expertise, thereby endangering the public and the environment.
23 Moreover, when public health is at risk, the NDEP has a duty to protect public health
24 over the certification status of an individual.

25 Mr. Seltenreich's requested result is offensive to the health and safety to the
26 general public, and begs the question of why require a certification test at all. The
27 holdings of the majority of jurisdictions provided above and common sense require the
28 SEC to determine that NDEP, the ultimate authority that has provided Mr. Seltenreich

1 the certification to operate as a Grade III Wastewater Treatment Plant Operator, has the
2 inherent power to revoke that certification.

3 **C. NAC 445A.293 Merely Codifies NDEP’s Existing Inherent Revocation**
4 **Power**

5 Mr. Seltenreich claims that NAC 445A.293 does not apply to the instant matter
6 because the regulation does not contain retroactive language and was not in existence
7 when the alleged deceit occurred. Mr. Seltenreich argues that NAC 445A.293 is
8 substantive and therefore the language must explicitly require the regulation to apply
9 retroactively for it to apply to this case. However, the Alaska Supreme Court has stated
10 “[t]he statutory and constitutional restrictions on retrospectivity are inapplicable to
11 statutes that make only procedural changes in the law and do not affect substantive
12 rights.” See *Kjarstad v. State*, 703 P.2d 1167, 1170 (Alaska 1985). In *Kjarstand v. State*,
13 Kjarstand submitted an application for the Southeast herring permit that was
14 subsequently approved by the Alaska Commercial Fisheries Entry Commission. *Id.* at
15 1168. The Commission then sought to revoke Kjarstand’s permit under a regulation that
16 did not become effective until approximately 3 months after his permit was approved. *Id.*
17 at 1169. Similar to the instant case, the Commission’s regulation enumerated reasons for
18 revocation of an entry permit. *Id.* The Court went on to agree with the Superior Court
19 holding that “since the [Commission] had the authority at common law to revoke
20 Kjarstad’s permit prior to the enactment of [the regulation], the revocation statute was
21 merely procedural in effect and therefore could not run afoul of the prohibition regarding
22 prospective laws.” *Id.* at 1170. The Court went on to point out that other jurisdictions
23 consistently have held that a state has the inherent power to revoke a license upon
24 discovering that it was obtained by fraudulent misrepresentations. *Id.*

25 Similar to the regulation at issue in *Kjarstand*, NAC 445A.293 merely codifies and
26 provides standards for the NDEP to follow when exercising its existing revocation power.
27 Here, the investigation into Mr. Seltenreich’s behavior led to the amendment of
28 NAC 445A.293 to include specific enumerated reasons why NDEP can suspend or revoke
a certification. Thus, NDEP was merely codifying its existing inherent power to revoke

1 certifications, thereby strengthening the certification program to better safeguard State
2 waters. However, regardless of the applicability of NAC 445A.293, NDEP has clearly
3 established the implied power to revoke certifications.

4 **D. Evidence Related to the Grade IV Examination is Relevant to Show**
5 **Mr. Seltenreich has the Ability and Knowledge to Deceive the**
6 **Examination Process.**

7 Relevant evidence is “evidence having any tendency to make the existence of any
8 fact that is of consequence to the determination of the action more or less probable that it
9 would be without the evidence.” NRS 48.105. Further, per NRS 233B.123, evidence may
10 be admitted “if it is of a type commonly relied upon by reasonable and prudent persons in
11 the conduct of their affairs.” NDEP concedes that the Notice of Proposed Revocation is in
12 regards to Mr. Seltenreich’s conduct surrounding his Grade III examination. However,
13 Mr. Seltenreich’s conduct regarding his Grade IV examination, and subsequent
14 invalidation of the Grade IV examination based on that conduct, is relevant to the instant
15 proposed revocation. The facts and circumstances relating to the invalidation of Mr.
16 Seltenreich’s Grade IV examination is relevant to the allegations that he obtained his
17 Grade III certification through deceit and misrepresentation. Further, it is relevant to
18 show Mr. Seltenreich has the ability and knowledge to commit such deceit upon the
19 certification process. Therefore, evidence of Mr. Seltenreich’s conduct in relation to his
20 Grade IV examination and invalidation of his Grade IV score is relevant to the instant
21 proceeding and the SEC must consider all such evidence.

22 **E. Mr. Seltenreich Has Not Demonstrated He Has the Knowledge and**
23 **Abilities to Operate as a Grade III Wastewater Treatment Plant**
24 **Operator Thereby Threatening Public Health and Safety of the**
25 **Environment**

26 Mr. Seltenreich’s actions do not demonstrate that he has the knowledge and
27 abilities to operate as a Grade III Wastewater Treatment Plant Operator. As previously
28 stated, by having certified operators responsible for operation of a wastewater treatment
plant at the individual’s level of certification, the public health and environment are
protected. Here, Mr. Seltenreich has not established that his Grade III is valid; thereby
putting public health and the environment at risk. It is irrelevant that Mr. Seltenreich

1 has allegedly been a successful Grade III Operator for several years. Mr. Seltenreich's
2 deceit upon the certification process and examination calls into question his character
3 and truthfulness, and whether he has performed the functions of his job truthfully. The
4 District employed Mr. Seltenreich trusting his Grade III certification was valid.
5 However, evidence of his indiscretions in obtaining his Grade III certification is an ethical
6 issue placing his character and trustworthiness in question. In addition, his failure to
7 obtain the certification legitimately, places the environment and the public health at risk.
8 Moreover, due to his lack of demonstrated knowledge and the unpredictable nature of the
9 job, Mr. Seltenreich has not demonstrated the ability to handle such situations, and as a
10 result, his failure places public health, safety and the environment at risk. Furthermore,
11 without regard to Mr. Seltenreich's actual duties and responsibilities at the District, it is
12 reasonable to assume Mr. Seltenreich could leave this facility and obtain a job at a
13 wastewater treatment plant that requires a Grade III certification for the Operator in
14 Responsible Charge. In which case, Mr. Seltenreich could be in a position to have sole
15 discretion to make operational decisions for which he may not have the knowledge to do
16 so.

17 The evidence supports revocation of Mr. Seltenreich's Grade III Certification. Mr.
18 Seltenreich's conduct violated the Wastewater Professional Code of Conduct. Further, by
19 signing the application form, Mr. Seltenreich acknowledged that he agreed to adhere to
20 the Wastewater Professional Code of Conduct or his certification could be revoked. The
21 evidence shows Mr. Seltenreich misrepresented his qualifications by cheating on the
22 examination; thus, subverting the minimum certification requirements as well as the
23 examination process.

24 Mr. Seltenreich argues that NDEP is engaging in ad hoc rulemaking by advocating
25 a new standard of general applicability that a wastewater operator cannot study for an
26 exam using notes from another state's exam. On the contrary, NDEP is advocating that
27 an individual reviewing a previously taken examination cannot leave the review room
28 with a test booklet and or pictures of the test; thereby subverting the examination

1 process. These actions are clearly prohibited and undermine the minimum certification
2 requirements as well as the entire examination process. In furtherance of Mr.
3 Seltenreich's argument, he contends NDEP failed to authenticate the photographs that
4 were found in Mr. Seltenreich's desk. However, at the December 19 hearing, NDEP
5 intends to present evidence that will authenticate the evidence, which is the proper time
6 and place for such an authentication.

7 **F. NDEP Issued the Notice of Proposed Regulation in Compliance with**
8 **the Law and is Entitled to Deference**

9 NDEP's decision to recommend revocation of Mr. Seltenreich's certification should
10 be given deference. An administrative agency "charged with the duty of administering an
11 act, is impliedly clothed with the power to construe the relevant laws and set necessary
12 precedent to administrative action . . . the construction placed on a statute by the agency
13 charged with administering it is entitled to deference. . . so long as such interpretations of
14 the laws are "reasonable" and "consistent with legislative intent." *State Indus. Ins.*
15 *System v. Miller*, 923 P.2d 577, 581 (Nev. 1996). NDEP's interpretation of the laws as the
16 ultimate authority that Mr. Seltenreich derives his certification to operate as a Grade III
17 Wastewater Treatment Plant Operator, coupled with their inherent ability to revoke such
18 certification, is not only reasonable but is clearly recognized by a majority of jurisdictions.

19 The decision to propose revocation of Mr. Seltenreich's certification was not taken
20 lightly by NDEP. However, the evidence before NDEP left the agency no choice. Mr.
21 Seltenreich's behavior not only places public health and the environment at risk, he has
22 also compromised the certification and examination process, as well as the integrity of the
23 program for all Nevada operators who obtained their certifications legitimately and
24 without deceit. Based on the evidence and NDEP's inherent right to revoke certifications,
25 NDEP's recommendation to revoke Mr. Seltenreich's certification is supported by a
26 preponderance of the evidence, and should be given deference.

27 In the alternative, if the SEC should find that the Notice of Proposed Revocation
28 was not issued in compliance with the law or NDEP failed to follow the proper process,

1 NDEP respectfully requests the SEC remand the matter to NDEP to correct. This is an
2 important matter that NDEP takes very seriously and intends to pursue.

3 **V. CONCLUSION**

4 Based upon the above and foregoing, NDEP respectfully requests that the SEC
5 revoke Mr. Seltenreich's Nevada Grade III Wastewater Operation Certificate NV-876.

6 DATED this 10th day of December 2018.

7 ADAM PAUL LAXALT
8 Attorney General

9 By: /s/ Katie S. Armstrong
10 KATIE S. ARMSTRONG (Bar No. 8571)
11 Deputy Attorney General
12 State of Nevada
13 Office of the Attorney General
14 100 N. Carson Street
15 Carson City, Nevada 89701
16 (775) 684-1224
17 KArmstrong@ag.nv.gov

18 By: /s/ Daniel P. Nubel
19 DANIEL P. NUBEL (Bar No. 13553)
20 Deputy Attorney General
21 State of Nevada
22 Office of the Attorney General
23 100 N. Carson Street
24 Carson City, Nevada 89701
25 (775) 684-1225
26 DNubel@ag.nv.gov

1 **CERTIFICATE OF SERVICE**

2 I certify that I am an employee of the State of Nevada, Office of the Attorney
3 General, and that on this 10th day of December, 2018, I served a true and correct copy of
4 the foregoing **NEVADA DIVISION OF ENVIRONMENTAL PROTECTION'S**
5 **RESPONSE TO OPENING BRIEF OF NATHANIEL SELTENREICH**, via Electronic
6 Mail to the following:

7 Carrie Parker, Esq.
8 CParker@swlaw.com
9 *Attorney for Nathaniel Seltenreich*

10 /s/ Esmeralda I. Velazquez
11 Esmeralda I. Velazquez
12 Employee of the State of Nevada,
13 Office of the Attorney General
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1 **INDEX OF EXHIBITS**

2

No.	DOCUMENT	BATE-STAMPED NUMBER
3 1.	Contract No. 16027–DCNR–Environmental Protection and Nevada Water Environment Association	NDEP 000001–000038
4 2.	Nevada Board of Certification for Wastewater Treatment Plant Operators	NDEP 00039–000142
5 3.	Notice of Proposed Revocation	NDEP 000143–000145
6 4.	SEC Form 3: Form for Requesting an Appeal Hearing	NDEP 000146–000147
7 5.	SEC Appeal Hearing Notice	NDEP 000148–000149
8 6.	Order Regarding Briefing Schedule	NDEP 000150–000151
9 7.	Email from Carrie Parker dated November 1, 2018	NDEP 000152
10 11 12 13 8.	Order Resetting Hearing Date and Briefing Schedule	NDEP 000153–000154

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BOE
clerk
Approval

For Board Use Only
Date: 12/22/14 JL

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: **16027**

Amendment Number: **1**

Agency Name: **DCNR - ENVIRONMENTAL PROTECTION**

Legal Entity Name: **NEVADA WATER ENVIRONMENT ASSOCIATION**

Agency Code: **709**

Contractor Name: **NEVADA WATER ENVIRONMENT ASSOCIATION**

Appropriation Unit: **3186-34**

Address: **NWEA**

Is budget authority available?: **Yes**

City/State/Zip: **7180 POLLOCK DR STE 200
LAS VEGAS, NV 89119-9005**

If "No" please explain: **Not Applicable**

Contact/Phone: **John Buzzone 775/997-4519**

Vendor No.: **T81092793**

NV Business ID: **NV 19881013851**

To what State Fiscal Year(s) will the contract be charged? **2015-2019**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	<input checked="" type="checkbox"/> Fees	100.00 %	Fees paid by wastewater operators and permitting applicants.
Federal Funds	0.00 %	Bonds	0.00 %	
Highway Funds	0.00 %	Other funding	0.00 %	

Agency Reference #: **2080AM**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **11/01/2014**

Anticipated BOE meeting date ~~12/2014~~

Retroactive? **No**

If "Yes", please explain

Not Applicable

RECEIVED
DEC 19 2014

3. Previously Approved Termination Date: **10/31/2018**

Contract term: **4 years**

4. Type of contract: **Contract**

Contract description: **Wastewater Oper Cert**

DEPARTMENT OF ADMINISTRATION
OFFICE OF THE DIRECTOR
BUDGET DIVISION

5. Purpose of contract:

This is the first amendment to the original contract, which allows NWEA to administer the certification of wastewater treatment operators throughout the State of Nevada.

This amendment eliminates the requirement of Professional Liability Insurance for this contract. Per Risk Management, it is not necessary and is being waived.

6. CONTRACT AMENDMENT

1. The maximum amount of the original contract:	\$160,000.00
2. Total amount of any previous contract amendments:	\$0.00
3. Amount of current contract amendment:	\$0.00
4. New maximum contract amount:	\$160,000.00

II. JUSTIFICATION

7. What conditions require that this work be done?

NRS 445A.425 requires the State Environmental Commission to determine and prescribe the qualifications and duties of the supervisors and technicians responsible for the operation and maintenance of plants for sewage treatment and must certify them through NDEP.

NAC 445.A288 states if NDEP chooses not to operate the program for the certification of operators of plants for sewage treatment, NDEP shall enter into an agreement with an approved designee pursuant to which the designee agrees to operate the program.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

The State would have to hire a full time employee and purchase necessary materials to effectively manage this program at an expense far greater than the proposed contract cost.

9. Were quotes or proposals solicited? **Yes**
Was the solicitation (RFP) done by the Purchasing Division? **Yes**

a. List the names of vendors that were solicited to submit proposals (include at least three):

Nevada Water Resources Association
CA/NV Section, American Water Works Association
Nevada Rural Water Association
Nevada Water Environment Association

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

Pursuant to RFP #2080, and in accordance with NRS 333, the selected vendor was the highest scoring proposer as determined by an independently appointed evaluation committee. We only received one (1) proposal.

d. Last bid date: 08/13/2014 Anticipated re-bid date: 06/01/2018

10. Does the contract contain any IT components? **No**

III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Nevada Division of Environmental Protection, Bureau of Water Pollution Control from 11/2007 to the present. They have been deemed satisfactory.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:
Non-profit Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?
Yes

16. **Not Applicable**

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?
Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	randrews	11/18/2014 10:19:09 AM

Division Approval	tbouas	12/16/2014 17:14:08 PM
Department Approval	tbouas	12/16/2014 17:14:15 PM
Contract Manager Approval	tbouas	12/16/2014 17:14:18 PM

AMENDMENT #1 TO CONTRACT #16-027

Between the State of Nevada
Acting By and Through Its

**Department of Conservation
Division of Environmental Protection
901 S. Stewart Street, Suite 4001
Carson City, NV 89701
Contact: Toni Bouas
Phone: (775) 687-9421; Fax: (775) 687-4684
Email: tbouas@ndep.nv.gov**

and

**Nevada Water Environment Association
6750 Via Austi Parkway, Suite 350
Las Vegas, NV 89119
Contact: Stephanie Stallsmith
Phone: (702) 938-6065; Fax: (702) 938-6060
Email: stephanie.stallsmith@hdrinc.com**

1. AMENDMENTS. For and in consideration of mutual promises and/or their valuable consideration, all provisions of the original contract, resulting from Request for Proposal # 2080, and dated October 14, 2014 attached hereto as Exhibit A, remain in full force and effect with the exception of the following:

A. Per Risk Management, Professional Liability Insurance is not required and is being waived.

Current Contract Language:

A. **MINIMUM SCOPE AND LIMITS OF INSURANCE** - Consultant shall provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a "following form" basis.

1. **Commercial General Liability – Occurrence Form**

Policy shall include bodily injury, property damage, broad form contractual liability and XCU coverage.

- General Aggregate \$2,000,000
- Products – Completed Operations Aggregate \$1,000,000
- Personal and Advertising Injury \$1,000,000
- Each Occurrence \$1,000,000

a. The policy shall be endorsed to include the following additional insured language: "The State of Nevada, Division of Environmental Protection shall be

named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Consultant".

- b. Consultant's subconsultants shall be subject to the same minimum requirements identified above.

2. Automobile Liability

Bodily injury and property damage for any owned, hired, and non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL) \$1,000,000

- a. The policy shall be endorsed to include the following additional insured language: "The State of Nevada, Division of Environmental Protection shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Consultant, including automobiles owned, leased, hired or borrowed by the Consultant".
- b. Consultant's subconsultants shall be subject to the same minimum requirements identified in this section.

3. Worker's Compensation and Employers' Liability

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$100,000
Disease – Each Employee	\$100,000
Disease – Policy Limit	\$500,000

- a. Policy shall contain a waiver of subrogation against the State of Nevada.
- b. Consultant's sub-consultants shall be subject to the same minimum requirements identified in this section.
- c. This requirement shall not apply when a contractor or subcontractor is exempt under N.R.S., **AND** when such contractor or subcontractor executes the appropriate sole proprietor waiver form.

4. Professional Liability (Errors and Omissions Liability) for Prime Consultants

- a. Estimated Projection Construction Cost up to **\$9,999,999**

Each Claim	\$1,000,000
Annual Aggregate	\$2,000,000
- b. Estimated Projection Construction Cost from **\$10,000,000 to \$19,999,999**

Each Claim	\$2,000,000
Annual Aggregate	\$2,000,000
- c. Estimated Projection Construction Cost from **\$20,000,000 to \$40,000,000**

Each Claim	\$3,000,000
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Annual Aggregate \$3,000,000

- d. Estimated Projection Construction Cost Over **\$40,000,000**
- | | |
|------------------|-------------|
| Each Claim | \$5,000,000 |
| Annual Aggregate | \$5,000,000 |
- e. In the event that any professional liability insurance required by this Contract is written on a claims-made basis, Consultant warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.
- f. Policy shall contain a waiver of subrogation against the State of Nevada.

5. Professional Liability (Errors and Omissions Liability) for Subconsultants
(Projects with an estimated construction cost of \$5 million or greater).

In addition to the insurance requirements for the Consultant, the consultant's registered sub-consultants (including structural, civil, mechanical, plumbing, electrical engineering, landscape architecture, survey, geotechnical and materials testing) are required to carry Professional Liability insurance as follows:

Major Subconsultants (Structural, civil, mechanical, plumbing, electrical engineers)

- a. Estimated Project Construction Cost from **\$5,000,000 to \$19,999,999**

Each Claim	\$1,000,000
Annual Aggregate	\$1,000,000

- b. Estimated Project Construction Cost from **\$20,000,000 to \$40,000,000**

Each Claim	\$2,000,000
Annual Aggregate	\$2,000,000

- c. Estimated Project Construction Cost over **\$40,000,000**

Each Claim	\$3,000,000
Annual Aggregate	\$3,000,000

All other registered consultants not listed above will carry:

Each Claim	\$1,000,000
Annual Aggregate	\$1,000,000

- d. In the event that any professional liability insurance required by this Contract is written on a claims-made basis, Consultant warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.
 - e. Policy shall contain a waiver of subrogation against the State of Nevada.

- B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:
 - 1. On insurance policies where the State of Nevada is named as an additional insured, the State shall be an additional insured to the full limits of liability purchased by the Consultant even if those limits of liability are in excess of those required by this Contract.
 - 2. The Consultant's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.

- C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided or canceled except after thirty (30) days prior written notice has been given to the State, except when cancellation is for non-payment of premium, then ten (10) days prior notice may be given. Such notice shall be sent directly to **Nevada Division of Environmental Protection, Bureau of Water Pollution Control, Attn.: Toni Bouas, 901 South Stewart Street, Suite 4001, Carson City, NV 89701.**

- D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or authorized to do business in the state of Nevada and with an "A.M. Best" rating of not less than A-VII. The State in no way warrants that the above-required minimum insurer rating is sufficient to protect the Consultant from potential insurer insolvency.

- E. **VERIFICATION OF COVERAGE:** Consultant shall furnish the State with certificates of insurance (ACORD form or equivalent approved by the State) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and any required endorsements are to be received and approved by the State before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

All certificates required by this Contract shall be sent directly to **Nevada Division of Environmental Protection, Bureau of Water Pollution Control, Attn.: Toni Bouas, 901 South Stewart Street, Suite 4001, Carson City, NV 89701.** The State project/contract number and project description shall be noted on the certificate of insurance. The State reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

- F. **SUBCONSULTANTS:** All required subconsultants' certificates and endorsements are to be received and approved by the State before work commences. All insurance coverages for sub-consultants shall be subject to the minimum requirements identified above, unless otherwise specified in this Contract.
- G. **APPROVAL:** Any modification or variation from the insurance requirements in this Contract shall be made by the State Attorney General's Office or the Risk Manager, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

Amended Contract Language:

- A. **MINIMUM SCOPE AND LIMITS OF INSURANCE** - Consultant shall provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a "following form" basis.

1. **Commercial General Liability – Occurrence Form**

Policy shall include bodily injury, property damage, broad form contractual liability and XCU coverage.

- General Aggregate \$2,000,000
- Products – Completed Operations Aggregate \$1,000,000
- Personal and Advertising Injury \$1,000,000
- Each Occurrence \$1,000,000

- a. The policy shall be endorsed to include the following additional insured language: "The State of Nevada, Division of Environmental Protection shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Consultant".
- b. Consultant's subconsultants shall be subject to the same minimum requirements identified above.

2. **Automobile Liability**

Bodily injury and property damage for any owned, hired, and non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL) \$1,000,000

- b. The policy shall be endorsed to include the following additional insured language: "The State of Nevada, Division of Environmental Protection shall be named as an additional insured with respect to liability arising out of the activities

performed by, or on behalf of the Consultant, including automobiles owned, leased, hired or borrowed by the Consultant".

- b. Consultant's subconsultants shall be subject to the same minimum requirements identified in this section.

3. Worker's Compensation and Employers' Liability

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$100,000
Disease – Each Employee	\$100,000
Disease – Policy Limit	\$500,000

- a. Policy shall contain a waiver of subrogation against the State of Nevada.
- b. Consultant's sub-consultants shall be subject to the same minimum requirements identified in this section.
- c. This requirement shall not apply when a contractor or subcontractor is exempt under N.R.S., **AND** when such contractor or subcontractor executes the appropriate sole proprietor waiver form.

B. ADDITIONAL INSURANCE REQUIREMENTS: The policies shall include, or be endorsed to include, the following provisions:

- 1. On insurance policies where the State of Nevada is named as an additional insured, the State shall be an additional insured to the full limits of liability purchased by the Consultant even if those limits of liability are in excess of those required by this Contract.
- 2. The Consultant's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.

C. NOTICE OF CANCELLATION: Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided or canceled except after thirty (30) days prior written notice has been given to the State, except when cancellation is for non-payment of premium, then ten (10) days prior notice may be given. Such notice shall be sent directly to **Nevada Division of Environmental Protection, Bureau of Water Pollution Control, Attn.: Toni Bouas, 901 South Stewart Street, Suite 4001, Carson City, NV 89701.**

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E. VERIFICATION OF COVERAGE: Consultant shall furnish the State with certificates of insurance (ACORD form or equivalent approved by the State) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and any required endorsements are to be received and approved by the State before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

All certificates required by this Contract shall be sent directly to **Nevada Division of Environmental Protection, Bureau of Water Pollution Control, Attn.: Toni Bouas, 901 South Stewart Street, Suite 4001, Carson City, NV 89701.** The State project/contract number and project description shall be noted on the certificate of insurance. The State reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

F. **SUBCONSULTANTS:** All required subconsultants' certificates and endorsements are to be received and approved by the State before work commences. All insurance coverages for sub-consultants shall be subject to the minimum requirements identified above, unless otherwise specified in this Contract.

G. **APPROVAL:** Any modification or variation from the insurance requirements in this Contract shall be made by the State Attorney General's Office or the Risk Manager, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

2. **INCORPORATED DOCUMENTS.** Exhibit A (Original Contract) is attached hereto, incorporated by reference herein and made a part of this amended contract.

3. **REQUIRED APPROVAL.** This amendment to the original contract shall not become effective until and unless approved by the Nevada State Board of Examiners.

IN WITNESS WHEREOF, the parties hereto have caused this amendment to the original contract to be signed and intend to be legally bound thereby.

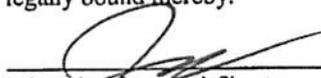
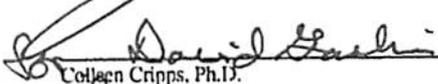
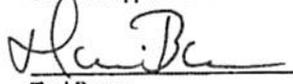
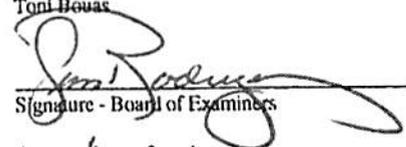
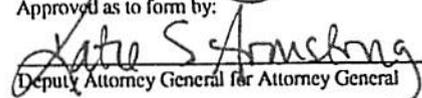
	11/21/14	
Independent Contractor's Signature	Date	Independent's Contractor's Title
	12/15/14	Administrator
Colleen Cripps, Ph.D.	Date	Title
	12/16/14	Contract Manager
Toni Bouas	Date	Title
	for Julia Teska	APPROVED BY BOARD OF EXAMINERS
Signature - Board of Examiners		On 12-26-14 (Date)
Approved as to form by:		On 12/18/14 (Date)
		
Deputy Attorney General for Attorney General		

Exhibit A
Original Contract

RETURN TO PURCHASING

RETURN TO PURCHASING

Date: 10/14/14 #26

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

RECEIVED ENVIRONMENTAL PROTECTION

1. Contract Number: 16027

OCT 21 2014

Agency Name: DCNR - ENVIRONMENTAL PROTECTION

Legal Entity Name: NEVADA WATER ENVIRONMENT ASSOCIATION

Contractor Name: NEVADA WATER ENVIRONMENT ASSOCIATION

Agency Code: 709

Address: NWEA

Appropriation Unit: 3186-34

7180 POLLOCK DR STE 200

Is budget authority available?: Yes

City/State/Zip: LAS VEGAS, NV 89119-9005

If "No" please explain: Not Applicable

Contact/Phone: John Buzzone 775/997-4519

Vendor No.: T81092793

NV Business ID: NV19881013851

To what State Fiscal Year(s) will the contract be charged? 2015-2019

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	X	Fees	100.00 %	Fees paid by wastewater operators and permitting applicants.
Federal Funds	0.00 %		Bonds	0.00 %	
Highway Funds	0.00 %		Other funding	0.00 %	

Agency Reference #: 2080AM

2. Contract start date:

a. Effective upon Board of Examiner's approval? No or b. other effective date 11/01/2014

Anticipated BOE meeting date 10/2014

Retroactive? No

If "Yes", please explain

Not Applicable

RECEIVED

SEP 08 2014

DEPARTMENT OF ADMINISTRATION OFFICE OF THE DIRECTOR BUDGET DIVISION

3. Termination Date: 10/31/2018

Contract term: 4 years

4. Type of contract: Contract

Contract description: Wastewater Oper Cert

5. Purpose of contract:

This is a new contract to provide a qualified vendor to administer the certification of wastewater treatment system operators throughout the State.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: \$160,000.00

Other basis for payment: Monthly based on work completed.

II. JUSTIFICATION

7. What conditions require that this work be done?

NRS 445A.425 requires the State Environmental Commission to determine and prescribe the qualifications and duties of the supervisors and technicians responsible for the operation and maintenance of plants for sewage treatment and must certify them through NDEP.

NAC 445.A288 states if NDEP chooses not to operate the program for the certification of operators of plants for sewage treatment, NDEP shall enter into an agreement with an approved designee pursuant to which the designee agrees to operate the program.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

The State would have to hire a full time employee and purchase necessary materials to effectively manage this program at an expense far greater than the proposed contract cost.

9. Were quotes or proposals solicited? Yes
 Was the solicitation (RFP) done by the Purchasing Division? Yes

a. List the names of vendors that were solicited to submit proposals (include at least three):

Nevada Water Resources Association
 CAVN Section, American Water Works Association
 Nevada Rural Water Association
 Nevada Water Environment Association

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

Pursuant to RFP #2080, and in accordance with NRS 333, the selected vendor was the highest scoring proposer as determined by an independently appointed evaluation committee. We only received one (1) proposal.

d. Last bid date: 08/13/2014 Anticipated re-bid date: 06/01/2018

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Nevada Division of Environmental Protection, Bureau of Water Pollution Control from 11/2007 to the present. They have been deemed satisfactory.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:

Non-profit Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. Not Applicable

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

My-Linh Nguyen, Ph.D., P.E., Branch Supervisor Ph: 775-687-9422

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	randrews	09/02/2014 16:27:29 PM
Division Approval	sneudaue	09/04/2014 09:45:43 AM
Department Approval	sneudaue	09/04/2014 09:45:46 AM
Contract Manager Approval	tbouas	09/04/2014 09:55:14 AM
Budget Analyst Approval	Pending	
BOE Agenda Approval	Pending	
BOE Final Approval	Pending	

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR

A Contract Between the State of Nevada
Acting by and Through Its

**Nevada Division of Environmental Protection
Bureau of Water Control**
901 South Stewart Street, Suite 4001
Carson City, NV 89701
Contact: Toni Bouas
Phone: 775-687-9421 Fax: 775-687-4684
Email: tbouas@ndep.nv.gov

and

Nevada Water Environment Association, Inc. (NWEA)
7180 Pollock Drive, Suite 200
Las Vegas, NV 89119
Contact: John Buzzone
Phone: 775-997-4519 Fax: N/A
Email: john.buzzone@stantec.com

WHEREAS, NRS 333.700 authorizes elective officers, heads of departments, boards, commissions or institutions to engage, subject to the approval of the Board of Examiners (BOE), services of persons as independent contractors; and

WHEREAS, it is deemed that the service of Contractor is both necessary and in the best interests of the State of Nevada.

NOW, THEREFORE, in consideration of the aforesaid premises, the parties mutually agree as follows:

1. **REQUIRED APPROVAL.** This Contract shall not become effective until and unless approved by the Nevada State Board of Examiners.
2. **DEFINITIONS.**
 - A. "State" -- means the State of Nevada and any State agency identified herein, its officers, employees and immune contractors as defined in NRS 41.0307.
 - B. "Independent Contractor" -- means a person or entity that performs services and/or provides goods for the State under the terms and conditions set forth in this Contract.
 - C. "Fiscal Year" -- is defined as the period beginning July 1st and ending June 30th of the following year.
 - D. "Current State Employee" -- means a person who is an employee of an agency of the State.
 - E. "Former State Employee" -- means a person who was an employee of any agency of the State at any time within the preceding 24 months.
3. **CONTRACT TERM.** This Contract shall be effective as noted below, unless sooner terminated by either party as specified in *Section 10, Contract Termination*. Contract is subject to Board of Examiners' approval (anticipated to be October 14, 2014).

Effective from:	November 1, 2014	To:	October 31, 2018
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4. **NOTICE.** Unless otherwise specified, termination shall not be effective until 30 calendar days after a party has served written notice of termination for default, or notice of termination without cause upon the other party. All notices or other communications required or permitted to be given under this Contract shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by telephonic facsimile with simultaneous regular mail, or mailed certified mail, return receipt requested, posted prepaid on the date posted, and addressed to the other party at the address specified above.
5. **INCORPORATED DOCUMENTS.** The parties agree that this Contract, inclusive of the following attachments, specifically describes the scope of work. This Contract incorporates the following attachments in descending order of constructive precedence:

ATTACHMENT AA:	NEGOTIATIONS AND CLARIFICATIONS
ATTACHMENT BB:	INSURANCE SCHEDULE
ATTACHMENT CC:	ADDITIONAL AGENCY TERMS AND CONDITIONS
ATTACHMENT DD:	STATE SOLICITATION OR RFP #2080
ATTACHMENT EE:	CONTRACTOR'S RESPONSE

A Contractor's attachment shall not contradict or supersede any State specifications, terms or conditions without written evidence of mutual assent to such change appearing in this Contract.

6. **CONSIDERATION.** The parties agree that Contractor will provide the services specified in *Section 5, Incorporated Documents* at a cost as noted below:

Total Contract or installments payable at:	Exam Administration - \$10,000.00 per year which includes the \$1,200.00 fee for ABC annual membership dues based on the number of certified individuals; Labor - \$22,500.00 per year; Operation Expenses - \$4,000.00 per year which includes office supplies, postage, telephone, etc.; Mileage - \$1,500.00 per year; Certification Board Travel - \$2,000.00 per year to attend three (3) face-to-face meetings annually. This will cover the travel expenses for contracted support staff to attend these meetings. It also includes travel expenses when needed for the Certification Board members who are unable to secure travel funding from their agencies to attend Certification Board meetings. Above charges not to exceed \$40,000.00 per year.
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Total Contract Not to Exceed:	\$160,000.00
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The State does not agree to reimburse Contractor for expenses unless otherwise specified in the incorporated attachments. Any intervening end to a biennial appropriation period shall be deemed an automatic renewal (not changing the overall Contract term) or a termination as the result of legislative appropriation may require.

7. **ASSENT.** The parties agree that the terms and conditions listed on incorporated attachments of this Contract are also specifically a part of this Contract and are limited only by their respective order of precedence and any limitations specified.
8. **BILLING SUBMISSION: TIMELINESS.** The parties agree that timeliness of billing is of the essence to the Contract and recognize that the State is on a fiscal year. All billings for dates of service prior to July 1 must be submitted to the state no later than the first Friday in August of the same calendar year. A billing submitted after the first Friday in August, which forces the State to process the billing as a stale claim pursuant to NRS 353.097, will subject the Contractor to an administrative fee not to exceed one hundred dollars (\$100.00). The parties hereby agree this is a reasonable estimate of the additional costs to the state of processing the billing as a stale claim and that this amount will be deducted from the stale claim payment due to the Contractor.

9. **INSPECTION & AUDIT.**

- A. Books and Records. Contractor agrees to keep and maintain under generally accepted accounting principles (GAAP) full, true and complete records, contracts, books, and documents as are necessary to fully disclose to the State or United States Government, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with all State and federal regulations and statutes.
- B. Inspection & Audit. Contractor agrees that the relevant books, records (written, electronic, computer related or otherwise), including, without limitation, relevant accounting procedures and practices of Contractor or its subcontractors, financial statements and supporting documentation, and documentation related to the work product shall be subject, at any reasonable time, to inspection, examination, review, audit, and copying at any office or location of Contractor where such records may be found, with or without notice by the State Auditor, the relevant State agency or its contracted examiners, the department of Administration, Budget Division, the Nevada State Attorney General's Office or its Fraud Control Units, the state Legislative Auditor, and with regard to any federal funding, the relevant federal agency, the Comptroller General, the General Accounting Office, the Office of the Inspector General, or any of their authorized representatives. All subcontracts shall reflect requirements of this Section.
- C. Period of Retention. All books, records, reports, and statements relevant to this Contract must be retained a minimum three (3) years, and for five (5) years if any federal funds are used pursuant to the Contract. The retention period runs from the date of payment for the relevant goods or services by the state, or from the date of termination of the Contract, whichever is later. Retention time shall be extended when an audit is schedule or in progress for a period reasonably necessary to complete an audit and/or to complete any administrative and judicial litigation which may ensue.

10. **CONTRACT TERMINATION.**

- A. Termination Without Cause. Any discretionary or vested right of renewal notwithstanding, this Contract may be terminated upon written notice by mutual consent of both parties, or unilaterally by either party without cause.
- B. State Termination for Non-Appropriation. The continuation of this Contract beyond the current biennium is subject to and contingent upon sufficient funds being appropriated, budgeted, and otherwise made available by the state Legislature and/or federal sources. The State may terminate this Contract, and Contractor waives any and all claims(s) for damages, effective immediately upon receipt of written notice (or any date specified therein) if for any reason for the contracting Agency's funding from State and/or federal sources is not appropriated or is withdrawn, limited, or impaired.
- C. Cause Termination for Default or Breach. A default or breach may be declared with or without termination. This Contract may be terminated by either party upon written notice of default or breach to the other party as follows:
 - 1) If Contractor fails to provide or satisfactorily perform any of the conditions, work, deliverables, goods, or services called for by this Contract within the time requirements specified in this Contract or within any granted extension of those time requirements; or
 - 2) If any State, county, city, or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Contractor to provide the goods or services required by this Contract is for any reason denied, revoked, debarred, excluded, terminated, suspended, lapsed, or not renewed; or
 - 3) If Contractor becomes insolvent, subject to receivership, or becomes voluntarily or involuntarily subject to the jurisdiction of the bankruptcy court; or
 - 4) If the State materially breaches any material duty under this Contract and any such breach impairs Contractor's ability to perform; or
 - 5) If it is found by the State that any quid pro quo or gratuities in the form of money, services, entertainment, gifts, or otherwise were offered or given by Contractor, or any agent or representative of Contractor, to any officer or employee of the State of Nevada with a view toward securing a contract or securing favorable treatment with respect to awarding, extending, amending, or making any determination with respect to the performing of such contract; or

- 6) If it is found by the State that Contractor has failed to disclose any material conflict of interest relative to the performance of this Contract.
- D. Time to Correct. Termination upon declared default or breach may be exercised only after service of formal written notice as specified in *Section 4, Notice*, and the subsequent failure of the defaulting party within fifteen (15) calendar days of receipt of that notice to provide evidence, satisfactory to the aggrieved party, showing that the declared default or breach has been corrected.
- E. Winding Up Affairs Upon Termination. In the event of termination of this Contract for any reason, the parties agree that the provisions of this Section survive termination:
 - 1) The parties shall account for and properly present to each other all claims for fees and expenses and pay those which are undisputed and otherwise not subject to set off under this Contract. Neither party may withhold performance of winding up provisions solely based on nonpayment of fees or expenses accrued up to the time of termination;
 - 2) Contractor shall satisfactorily complete work in progress at the agreed rate (or a pro rata basis if necessary) if so requested by the Contracting Agency;
 - 3) Contractor shall execute any documents and take any actions necessary to effectuate an assignment of this Contract if so requested by the Contracting Agency;
 - 4) Contractor shall preserve, protect and promptly deliver into State possession all proprietary information in accordance with *Section 21, State Ownership of Proprietary Information*.
11. **REMEDIES**. Except as otherwise provided for by law or this Contract, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including, without limitation, actual damages, and to a prevailing party reasonable attorneys' fees and costs. It is specifically agreed that reasonable attorneys' fees shall include without limitation one hundred and twenty-five dollars (\$125.00) per hour for State-employed attorneys. The State may set off consideration against any unpaid obligation of Contractor to any State agency in accordance with NRS 353C.190. In the event that the Contractor voluntarily or involuntarily becomes subject to the jurisdiction of the Bankruptcy Court, the State may set off consideration against any unpaid obligation of Contractor to the State or its agencies, to the extent allowed by bankruptcy law, without regard to whether the procedures of NRS 353C.190 have been utilized.
12. **LIMITED LIABILITY**. The State will not waive and intends to assert available NRS Chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. Liquidated damages shall not apply unless otherwise specified in the incorporated attachments. Damages for any State breach shall never exceed the amount of funds appropriated for payment under this Contract, but not yet paid to Contractor, for the fiscal year budget in existence at the time of the breach. Damages for any Contractor breach shall not exceed one hundred and fifty percent (150%) of the Contract maximum "not to exceed" value. Contractor's tort liability shall not be limited.
13. **FORCE MAJEURE**. Neither party shall be deemed to be in violation of this Contract if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of the Contract after the intervening cause ceases.
14. **INDEMNIFICATION**. To the fullest extent permitted by law Contractor shall indemnify, hold harmless and defend, not excluding the State's right to participate, the State from and against all liability, claims, actions, damages, losses, and expenses, including, without limitation, reasonable attorneys' fees and costs, arising out of any alleged negligent or willful acts or omissions of Contractor, its officers, employees and agents.
15. **INDEPENDENT CONTRACTOR**. Contractor is associated with the state only for the purposes and to the extent specified in this Contract, and in respect to performance of the contracted services pursuant to this Contract, Contractor is and shall be an independent contractor and, subject only to the terms of this Contract, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract. Nothing contained in this Contract shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for the state whatsoever with respect to the indebtedness, liabilities, and obligations of Contractor or any other party. Contractor shall be solely responsible for, and the State shall have no obligation with respect to: (1) withholding of income taxes, FICA or any

other taxes or fees; (2) industrial insurance coverage; (3) participation in any group insurance plans available to employees of the state; (4) participation or contributions by either Contractor or the State to the Public Employees Retirement System; (5) accumulation of vacation leave or sick leave; or (6) unemployment compensation coverage provided by the State. Contractor shall indemnify and hold State harmless from, and defend State against, any and all coverage provided by the State. Contractor shall indemnify and hold State harmless from, and defend State against, any and all losses, damages, claims, costs, penalties, liabilities, and expenses arising or incurred because of, incident to, or otherwise with respect to any such taxes or fees. Neither Contractor nor its employees, agents, nor representatives shall be considered employees, agents, or representatives of the State and Contractor shall evaluate the nature of services and the term of the Contract negotiated in order to determine "independent contractor" status, and shall monitor the work, relationship throughout the term of the Contract to ensure that the independent contractor relationship remains as such. To assist in determining the appropriate status (employee or independent contractor), Contractor represents as follows:

QUESTION		CONTRACTOR'S INITIALS	
		YES	NO
1.	Does the Contracting Agency have the right to require control of when, where and how the independent contractor is to work?		JB
2.	Will the Contracting Agency be providing training to the independent contractor?		JB
3.	Will the Contracting Agency be furnishing the independent contractor with worker's space, equipment, tools, supplies or travel expenses?		JB
4.	Are any of the workers who assist the independent contractor in performance of his/her duties employees of the State of Nevada?		JB
5.	Does the arrangement with the independent contractor contemplate continuing or recurring work (even if the services are seasonal, part-time, or of short duration)?		JB
6.	Will the State of Nevada incur an employment liability if the independent contractor is terminated for failure to perform?		JB
7.	Is the independent contractor restricted from offering his/her services to the general public while engaged in this work relationship with the State?		JB

16. **INSURANCE SCHEDULE.** Unless expressly waived in writing by the State, Contractor, as an independent contractor and not an employee of the state, must carry policies of insurance and pay all taxes and fees incident hereunto. Policies shall meet the terms and conditions as specified within this Contract along with the additional limits and provisions as described in *Attachment BB*, incorporated hereto by attachment. The State shall have no liability except as specifically provided in the Contract.

The Contractor shall not commence work before:

- 1) Contractor has provided the required evidence of insurance to the Contracting Agency of the State, and
- 2) The State has approved the insurance policies provided by the Contractor.

Prior to approval of the insurance policies by the State shall be a condition precedent to any payment of consideration under this Contract and the State's approval of any changes to insurance coverage during the course of performance shall constitute an ongoing condition subsequent to this Contract. Any failure of the State to timely approve shall not constitute a waiver of the condition.

A. Insurance Coverage. The Contractor shall, at the Contractor's sole expense, procure, maintain and keep in force for the duration of the Contract insurance conforming to the minimum limits as specified in *Attachment BB*, incorporated hereto by attachment. Unless specifically stated herein or otherwise agreed to by the State, the required insurance shall be in effect prior to the commencement of work by the Contractor and shall continue in force as appropriate until:

- 1) Final acceptance by the State of the completion of this Contract; or
- 2) Such time as the insurance is no longer required by the State under the terms of this Contract; whichever occurs later.

Any insurance or self-insurance available to the State shall be in excess of and non-contributing with, any insurance required from Contractor. Contractor's insurance policies shall apply on a primary basis. Until such time as the insurance is no longer required by the State, Contractor shall provide the State with renewal or replacement evidence of insurance no less than thirty (30) days before the expiration or replacement of the required insurance. If at any time during the period when insurance is required by the Contract, an insurer or surety shall fail to comply with the requirements of this Contract, as soon as Contractor has knowledge of any such failure, Contractor shall immediately notify the State and immediately replace such insurance or bond with an insurer meeting the requirements.

B. General Requirements.

- 1) **Additional Insured:** By endorsement to the general liability insurance policy, the State of Nevada, its officers, employees and immune contractors as defined in NRS 41.0307 shall be named as additional insureds for all liability arising from the Contract.
- 2) **Waiver of Subrogation:** Each insurance policy shall provide for a waiver of subrogation against the State of Nevada, its officers, employees and immune contractors as defined in NRS 41.0307 for losses arising from work/materials/equipment performed or provided by or on behalf of the Contractor.
- 3) **Cross Liability:** All required liability policies shall provide cross-liability coverage as would be achieved under the standard ISO separation of insureds clause.
- 4) **Deductibles and Self-Insured Retentions:** Insurance maintained by Contractor shall apply on a first dollar basis without application of a deductible or self-insured retention unless otherwise specifically agreed to by the State. Such approval shall not relieve Contractor from the obligation to pay any deductible or self-insured retention. Any deductible or self-insured retention shall not exceed fifty thousand dollars (\$50,000.00) per occurrence, unless otherwise approved by the Risk Management Division.
- 5) **Policy Cancellation:** Except for ten (10) days notice for non-payment of premiums, each insurance policy shall be endorsed to state that without thirty (30) days prior written notice to the State of Nevada, c/o Contracting Agency, the policy shall not be canceled, non-renewed or coverage and/or limits reduced or materially altered, and shall provide that notices required by this Section shall be sent by certified mail to the address shown on page one (1) of this contract.
- 6) **Approved Insurer:** Each insurance policy shall be:
 - a) Issued by insurance companies authorized to do business in the State of Nevada or eligible surplus lines insurers acceptable to the State and having agents in Nevada upon whom service of process may be made; and
 - b) Currently rated by A.M. Best as "A-VII" or better.

C. Evidence of Insurance.

Prior to the start of any work, Contractor must provide the following documents to the contracting State agency:

- 1) **Certificate of Insurance:** The Acord 25 Certificate of Insurance form or a form substantially similar must be submitted to the State to evidence the insurance policies and coverages required of Contractor. The certificate must name the State of Nevada, its officers, employees and immune contractors as defined in NRS 41.0307 as the certificate holder. The certificate should be signed by a person authorized by the insurer to bind coverage on its behalf. The State project/Contract number; description and Contract effective dates shall be noted on the certificate, and upon renewal of the policies listed, Contractor shall furnish the State with replacement certificates as described within *Section 16A, Insurance Coverage.*

Mail all required insurance documents to the State Contracting Agency identified on Page one of the Contract.

- 2) **Additional Insured Endorsement:** An Additional Insured Endorsement (CG 20 10 11 85 or CG 20 26 11 85), signed by an authorized insurance company representative, must be submitted to the State to evidence the endorsement of the State as an additional insured per *Section 16 B, General Requirements.*
- 3) **Schedule of Underlying Insurance Policies:** If Umbrella or Excess policy is evidenced to comply with minimum limits, a copy of the underlying Schedule from the Umbrella or Excess insurance policy may be required.

- 4) **Review and Approval:** Documents specified above must be submitted for review and approval by the State prior to the commencement of work by Contractor. Neither approval by the State nor failure to disapprove the insurance furnished by Contractor shall relieve Contractor of Contractor's full responsibility to provide the insurance required by this Contract. Compliance with the insurance requirements of this Contract shall not limit the liability of Contractor or its subcontractors, employees or agents to the State or others, and shall be in addition to and not in lieu of any other remedy available to the State under this Contract or otherwise. The State reserves the right to request and review a copy of any required insurance policy or endorsement to assure compliance with these requirements.
17. **COMPLIANCE WITH LEGAL OBLIGATIONS.** Contractor shall procure and maintain for the duration of this Contract any State, county, city or federal license, authorization, waiver, permit qualification or certification required by statute, ordinance, law, or regulation to be held by Contractor to provide the goods or services required by this Contract. Contractor will be responsible to pay all taxes, assessments, fees, premiums, permits, and licenses required by law. Real property and personal property taxes are the responsibility of Contractor in accordance with NRS 361.157 and NRS 361.159. Contractor agrees to be responsible for payment of any such government obligations not paid by its subcontractors during performance of this Contract. The State may set-off against consideration due any delinquent government obligation in accordance with NRS 353C.190.
18. **WAIVER OF BREACH.** Failure to declare a breach or the actual waiver of any particular breach of the Contract or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.
19. **SEVERABILITY.** If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract shall be construed as if such provision did not exist and the non-enforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.
20. **ASSIGNMENT/DELEGATION.** To the extent that any assignment of any right under this Contract changes the duty of either party, increases the burden or risk involved, impairs the chances of obtaining the performance of this Contract, attempts to operate as a novation, or includes a waiver or abrogation of any defense to payment by State, such offending portion of the assignment shall be void, and shall be a breach of this Contract. Contractor shall neither assign, transfer nor delegate any rights, obligations nor duties under this Contract without the prior written consent of the State.
21. **STATE OWNERSHIP OF PROPRIETARY INFORMATION.** Any reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, computer code (which is intended to be consideration under the Contract), or any other documents or drawings, prepared or in the course of preparation by Contractor (or its subcontractors) in performance of its obligations under this Contract shall be the exclusive property of the State and all such materials shall be delivered into State possession by Contractor upon completion, termination, or cancellation of this Contract. Contractor shall not use, willingly allow, or cause to have such materials used for any purpose other than performance of Contractor's obligations under this Contract without the prior written consent of the State. Notwithstanding the foregoing, the State shall have no proprietary interest in any materials licensed for use by the State that are subject to patent, trademark, or copyright protection.
22. **PUBLIC RECORDS.** Pursuant to NRS 239.010, information or documents received from Contractor may be open to public inspection and copying. The State has a legal obligation to disclose such information unless a particular record is made confidential by law or a common law balancing of interests. Contractor may label specific parts of an individual document as a "trade secret" or "confidential" in accordance with NRS 333.333, provided that Contractor thereby agrees to indemnify and defend the State for honoring such a designation. The failure to so label any document that is released by the State shall constitute a complete waiver of any and all claims for damages caused by any release of the records.
23. **CONFIDENTIALITY.** Contractor shall keep confidential all information, in whatever form, produced, prepared, observed or received by Contractor to the extent that such information is confidential by law or otherwise required by this Contract.
24. **FEDERAL FUNDING.** In the event federal funds are used for payment of all or part of this Contract:
- A. Contractor certifies, by signing this Contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to the regulations implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. pt 67, Section 67.510, as published as pt. VII of the May 26, 1988, Federal Register (pp. 19160-19211), and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.

- B. Contractor and its subcontracts shall comply with all terms, conditions, and requirements of the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted there under contained in 28 C.F.R. 26.101-36.999, inclusive, and any relevant program-specific regulations.
- C. Contractor and its subcontractors shall comply with the requirements of the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, P.L. 93-112, as amended, and any relevant program-specific regulations, and shall not discriminate against any employee or offeror for employment because of race, national origin, creed, color, sex, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions.)
25. **LOBBYING.** The parties agree, whether expressly prohibited by federal law, or otherwise, that no funding associated with this Contract will be used for any purpose associated with or related to lobbying or influencing or attempting to lobby or influence for any purpose the following:
- A. Any federal, State, county or local agency, legislature, commission, council or board;
- B. Any federal, State, county or local legislator, commission member, council member, board member, or other elected official; or
- C. Any officer or employee of any federal, State, county or local agency; legislature, commission, council or board.
26. **WARRANTIES.**
- A. General Warranty. Contractor warrants that all services, deliverables, and/or work products under this Contract shall be completed in a workmanlike manner consistent with standards in the trade, profession, or industry, shall conform to or exceed the specifications set forth in the incorporated attachments; and shall be fit for ordinary use, of good quality, with no material defects.
- B. System Compliance. Contractor warrants that any information system application(s) shall not experience abnormally ending and/or invalid and/or incorrect results from the application(s) in the operating and testing of the business of the State.
27. **PROPER AUTHORITY.** The parties hereto represent and warrant that the person executing this Contract on behalf of each party has full power and authority to enter into this Contract. Contractor acknowledges that as required by statute or regulation this Contract is effective only after approval by the State Board of Examiners and only for the period of time specified in the Contract. Any services performed by Contractor before this Contract is effective or after it ceases to be effective are performed at the sole risk of Contractor.
28. **NOTIFICATION OF UTILIZATION OF CURRENT OR FORMER STATE EMPLOYEES.** Contractor has disclosed to the State all persons that the Contractor will utilize to perform services under this Contract who are Current State Employees or Former State Employees. Contractor will not utilize any of its employees who are Current State Employees or Former State Employees to perform services under this Contract without first notifying the Contracting Agency of the identity of such persons and the services that each such person will perform, and receiving from the Contracting Agency approval for the use of such persons.
29. **ASSIGNMENT OF ANTITRUST CLAIMS.** Contractor irrevocably assigns to the State any claim for relief or cause of action which the Contractor now has or which may accrue to the Contractor in the future by reason of any violation of State of Nevada or federal antitrust laws in connection with any goods or services provided to the Contractor for the purpose of carrying out the Contractor's obligations under this Contract, including, at the State's option, the right to control any such litigation on such claim for relief or cause of action. Contractor shall require any subcontractors hired to perform any of Contractor's obligations under this Contract to irrevocably assign to the State, as third party beneficiary, any right, title or interest that has accrued or which may accrue in the future by reason of any violation of State of Nevada or federal antitrust laws in connection with any goods or services provided to the subcontractor for the purpose of carrying out the subcontractor's obligations to the Contractor in pursuance of this Contract, including, at the State's option, the right to control any such litigation on such claim or relief or cause of action.
30. **GOVERNING LAW: JURISDICTION.** This Contract and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada, without giving effect to any principle of conflict-of-law that would require the application of the law of any other jurisdiction. The parties consent to the exclusive jurisdiction of the First Judicial District Court, Carson City, Nevada for enforcement of this Contract.
31. **ENTIRE CONTRACT AND MODIFICATION.** This Contract and its integrated attachment(s) constitute the entire agreement of the parties and as such are intended to be the complete and exclusive statement of the promises,

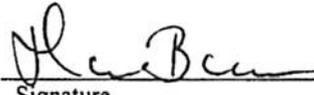
representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Contract specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language between any such attachment and this Contract shall be construed consistent with the terms of this Contract. Unless otherwise expressly authorized by the terms of this Contract, no modification or amendment to this Contract shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto and approved by the Office of the Attorney General and the State Board of Examiners.

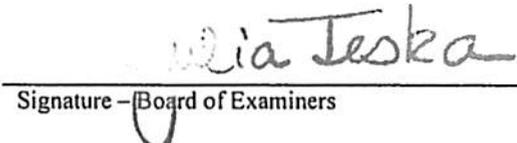
IN WITNESS WHEREOF, the parties hereto have caused this Contract to be signed and intend to be legally bound thereby.

 8/29/14 NWEA President
Independent Contractor's Signature Date Independent Contractor's Title

 9/3/14 Deputy Administrator
Signature Date Title

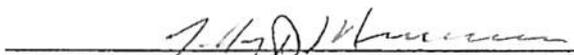
 9/3/14 BRANCH SUPERVISOR
Signature Date Title

 9/3/14 Contract Manager
Signature Date Title

 APPROVED BY BOARD OF EXAMINERS
Signature - Board of Examiners

On: 10-14-14
Date

Approved as to form by:

 On: 8 Sept 14
Deputy Attorney General for Attorney General Date

**ATTACHMENT AA
NEGOTIATIONS AND CLARIFICATIONS**

ATTACHMENT AA NEGOTIATIONS AND CLARIFICATIONS

Comments for Proposal in response to RFP 2080:

SCOPE OF WORK:

Section 3.1.3.2 (B): Education, training, and experience requirements referenced in the proposal is based on the vendor's proposed Policy & Procedure. When regulations are established for education, training, and experience requirements in the future, NWEA will agree to adopt and evaluate applications based on the regulated criteria.

At the time regulations are established for education, training and experience requirements, NWEA agrees to adopt and evaluate applications based on the regulated criteria.

Section 3.1.3.3 (B).2, second paragraph: the vendors shall remove reference to the voluntary continuing education endorsement as this is not part of the Division's Wastewater Treatment System Operator Certification Program.

*The second paragraph has been removed. The section now reads:
NWEA will determine if applicants have submitted all required documentation for renewal at their current certification grade level.*

Section 3.1.3.3 (C).2, last sentence of third paragraph: "Upon approval of the applicant's qualifications, reciprocity will be granted at the equivalent grade currently held by the applicant." This sentence conflicts with statements from the second and fifth paragraphs. The vendors shall clarify the proposed criteria for certification by reciprocity in this section.

If an applicant was issued a certification directly from the Association of Boards of Certification and they hold a valid certification, their reciprocity will be granted at the equivalent grade they currently hold provided they meet all current education and experience requirements. An example of someone that would apply directly for certification to the Association of Boards of Certification is a member of the military that is stationed outside of the United States.

Reciprocity will be considered from all other applicants holding valid certificates from certification programs in the United States and Canada. Persons applying for reciprocity must meet all current education and experience requirements. Upon approval of the applicant's qualifications, reciprocity will be granted one grade lower than the equivalent grade currently held by the applicant, with the exception that if an applicant currently holds the equivalent of a Grade 1 certification, that reciprocity will be granted at Grade 1.

Section 3.3.3.1: the vendor must verify that:

(1) The Certification Board administers the Certification Program on behalf of the proposing vendor (NWEA).

The NWEA Certification Board administers the Certification Program on behalf of NWEA. The NWEA's Bylaws provide for the establishment of the Certification Board created specifically to administer the certification program on behalf of NWEA. The Certification Board is comprised of representatives from diverse wastewater sectors throughout Nevada. The Bylaws Article pertaining to certification is located in Tab IX - Other Informational Material - Appendix F.

(2) Both the vendor and the Certification Board shall operate the Certification Program in compliance with NRS 241 (Open Meeting Law).

Both NWEA and the NWEA Certification Board will operate the Certification Program in compliance with NRS 241 (Open Meeting Law).

Section 3.3.3.2: All recommendations and decisions by the Certification Board shall be vetted and approved by the vendor of record (NWEA) prior to being submitted to the Division.

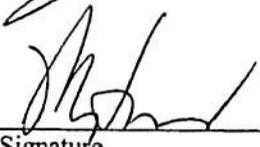
All recommendations and decisions by the NWEA Certification Board shall be vetted and approved by NWEA prior to being submitted to the Division.

COST PROPOSAL:

Vendor did not clearly show that annual cost for membership with the professional accredited certification body (ABC) is included in the cost proposal. Please verify the cost is included as part of the proposed total cost.

The ABC annual membership dues are based on the number of certified individuals. Currently the annual membership fee is \$1,200.00. The \$1,200.00 fee was included in the \$10,000.00 exam administration category amount.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be signed and intend to be legally bound thereby.

 _____ Independent Contractor's Signature	8/29/14 _____ Date	<i>NWEA President</i> _____ Independent Contractor's Title
 _____ Signature	9/3/14 _____ Date	<i>BRANCH SUPERVISOR</i> _____ Title

**ATTACHMENT BB
INSURANCE SCHEDULE**

ATTACHMENT BB INSURANCE SCHEDULE

INDEMNIFICATION CLAUSE:

Contractor shall indemnify, hold harmless and, not excluding the State's right to participate, defend the State, its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against all liabilities, claims, actions, damages, losses, and expenses including without limitation reasonable attorneys' fees and costs, (hereinafter referred to collectively as "claims") for bodily injury or personal injury including death, or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the State, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the State.

INSURANCE REQUIREMENTS:

Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The State in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, his agents, representatives, employees or subcontractors and Contractor is free to purchase additional insurance as may be determined necessary.

A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a "following form" basis.

1. **Commercial General Liability – Occurrence Form**

Policy shall include bodily injury, property damage and broad form contractual liability coverage.

- General Aggregate \$2,000,000
- Products – Completed Operations Aggregate \$1,000,000
- Personal and Advertising Injury \$1,000,000
- Each Occurrence \$1,000,000

- a. The policy shall be endorsed to include the following additional insured language: "The State of Nevada shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor".

2. **Automobile Liability**

Bodily Injury and Property Damage for any owned, hired, and non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL) \$1,000,000

- a. The policy shall be endorsed to include the following additional insured language: "The State of Nevada shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, including automobiles owned, leased, hired or borrowed by the Contractor".

3. **Worker's Compensation and Employers' Liability**

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$100,000
Disease – Each Employee	\$100,000
Disease – Policy Limit	\$500,000

- a. Policy shall contain a waiver of subrogation against the State of Nevada.
- b. This requirement shall not apply when a contractor or subcontractor is exempt under N.R.S., **AND** when such contractor or subcontractor executes the appropriate sole proprietor waiver form.

4. **Professional Liability (Errors and Omissions Liability)**

The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Services of this contract.

Each Claim	\$1,000,000
Annual Aggregate	\$2,000,000

- a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:

1. On insurance policies where the State of Nevada, Department (Division) of Environmental Protection is named as an additional insured, the State of Nevada shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.
2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.

C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided or canceled except after thirty (30) days prior written notice has been given to the State, except when cancellation is for non-payment of premium, then ten (10) days prior notice may be given. Such notice shall be sent directly to **Contract Manager, Nevada Division of Environmental Protection, Bureau of Water Control, 901 South Stewart Street, Suite 4001, Carson City, NV 89701.**

D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or authorized to do business in the state of Nevada and with an "A.M. Best" rating of not less than A-VII. The State in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

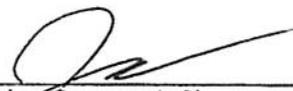
- E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the State with certificates of insurance (ACORD form or equivalent approved by the State) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and any required endorsements are to be received and approved by the State before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

All certificates required by this Contract shall be sent directly to **Contract Manager, Nevada Division of Environmental Protection, Bureau of Water Control, 901 South Stewart Street, Suite 4001, Carson City, NV 89701**. The State project/contract number and project description shall be noted on the certificate of insurance. The State reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

- F. **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as additional insureds under its policies or Contractor shall furnish to the State separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.
- G. **APPROVAL:** Any modification or variation from the insurance requirements in this Contract shall be made by the Risk Management Division or the Attorney General's Office, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be signed and intend to be legally bound thereby.

 Independent Contractor's Signature	8/29/14 Date	NWEA President Independent Contractor's Title
 Signature	9/3/14 Date	Contract Manager Title

**ATTACHMENT CC
ADDITIONAL AGENCY TERMS AND CONDITIONS**

**ATTACHMENT CC:
ADDITIONAL AGENCY TERMS & CONDITIONS
TO CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR
CONTRACT CONTROL # 16027**

1. For contracts utilizing federal funds, the Nevada Division of Environmental Protection (NDEP) shall pay no more compensation per individual (including any subcontractors) than the federal Executive Service Level 4 (U.S. Code) daily rate (exclusive of fringe benefits): This limitation applies to consultation services of designated individuals with specialized skills who are paid at a daily or hourly rate. The current Level 4 rate is \$75.27 per hour.
2. ***NDEP shall only reimburse the Contractor for actual cash disbursed.*** Original invoices (facsimiles are not acceptable) must be received by NDEP no later than forty (40) calendar days after the end of a month or quarter except at the end of the fiscal year of the State of Nevada (June 30th), at the expiration date of the grant, or the effective date of the revocation of the contract, at which times original invoices must be received by NDEP no later than thirty-five (35) calendar days after this date. Failure of the Contractor to submit billings according to the prescribed timeframes authorizes NDEP, in its sole discretion, to collect or withhold a penalty of ten percent (10%) of the amount being requested for each week or portion of a week that the billing is late. The Contractor shall provide with each invoice a detailed fiscal summary that includes the approved contract budget, expenditures for the current period, cumulative expenditures to date, and balance remaining for each budget category. If match is required pursuant to paragraph 3 below, a similar fiscal summary of match expenditures must accompany each invoice. The Contractor shall obtain prior approval to transfer funds between budget categories if the funds to be transferred are greater than ten percent (10%) cumulative of the total Contract amount.
3. The Contractor shall, as part of its approved scope of work and budget under this Contract, provide third party match funds of not less than: \$0. If match funds are required, the Contractor shall comply with additional record-keeping requirements as specified in 48 CFR 31.2 and Attachment (Third Party Match Record-Keeping Requirements) which is attached hereto and by this reference is incorporated herein and made part of this Contract.
4. Unless otherwise provided in Attachment A (Scope of Work), the Contractor shall submit quarterly reports or other deliverables within ten (10) calendar days after the end of each quarter.
5. All payments under this Contract are contingent upon the receipt by NDEP of sufficient funds, necessary to carry out the purposes of this Contract, from either the Nevada Legislature or an agency of the United States. NDEP shall determine if it has received the specific funding necessary for this Contract. If funds are not received from either source for the specific purposes of this Contract, NDEP is under no obligation to supply funding for this Contract. The receipt of sufficient funds as determined by NDEP is a condition precedent to NDEP's obligation to make payments under this Contract. Nothing in this Contract shall be construed to provide the Contractor with a right of payment over any other entity. If any payments that are otherwise due to the Contractor under this Contract are deferred because of the unavailability of sufficient funds, such payments will promptly be made to the Contractor if sufficient funds later become available.
6. Notwithstanding the terms of paragraph 5, at the sole discretion of NDEP, payments will not be made by NDEP unless all required reports or deliverables have been submitted to and approved by NDEP within the schedule stated in Attachment A.
7. Any funds obligated by NDEP under this Contract that are not expended by the Contractor shall automatically revert back to NDEP upon the completion, termination or cancellation of this Contract. NDEP shall not have any obligation to re-award or to provide, in any manner, such unexpended funds to the Contractor. The Contractor shall have no claim of any sort to such unexpended funds.
8. For contracts utilizing federal funds, the Public Agency shall ensure, to the fullest extent possible, that at least the "fair share" percentages as stated below for prime contracts for construction, services, supplies or equipment are made available to organizations owned or controlled by socially and economically disadvantaged individuals (Minority Business Enterprise (MBE) or Small Business Enterprise (SBE)), women (Women Business Enterprise (WBE)) and historically black colleges and universities.

	MBE/SBE	WBE
Construction	12%	10%
Services	07%	25%
Supplies	13%	28%
Equipment	11%	23%

The Public Agency agrees and is required to utilize the following seven affirmative steps:

- a. Include in its bid documents applicable "fair share" percentages as stated above and require all of its prime contractors to include in their bid documents for subcontracts the "fair share" percentages;
 - b. Include qualified Small Business Enterprises (SBEs) Minority Business Enterprises (MBEs), and Women Business Enterprises (WBEs) on solicitation lists;
 - c. Assure that SBEs, MBEs, and WBEs are solicited whenever they are potential sources;
 - d. Divide total requirements, when economically feasible, into small tasks or quantities to permit maximum participation of SBEs, MBEs, and WBEs;
 - e. Establish delivery schedules, where the requirements of the work permit, which will encourage participation by SBEs, MBEs, and WBEs;
 - f. Use the services and assistance of the Small Business Administration and the Minority Business Development Agency, U.S. Department of commerce as appropriate; and
 - g. If a subcontractor awards contracts/procurements, require the subcontractor to take the affirmative steps in subparagraphs a. through e. of this condition.
9. The Contractor shall complete and submit to NDEP a Minority Business Enterprise/Woman Business Enterprise (MBE/WBE) Utilization Report (Standard Form 334) within fifteen (15) calendar days after the end of each federal fiscal year (September 30th) for each year this Contract is in effect and within fifteen (15) calendar days after the termination date of this Contract.
10. The books, records, documents and accounting procedures and practices of the Contractor or any subcontractor relevant to this Contract shall be subject to inspection, examination and audit by the State of Nevada, the Division of Environmental Protection, the Attorney General of Nevada, the Nevada State Legislative Auditor, the federal or other funding agency, the Comptroller General of the United States or any authorized representative of those entities.
11. All books, reports, studies, photographs, negatives, annual reports or other documents, data, materials or drawings prepared by or supplied to the Contractor in the performance of its obligations under this Contract shall be the exclusive property of NDEP. Such items must be retained by the Contractor for a minimum of three years from the date of final payment by NDEP to the Contractor, and all other pending matters are closed. If requested by NDEP at any time within the retention period, any such materials shall be remitted and delivered by the Contractor, at the Contractor's expense, to NDEP. NDEP does not warrant or assume any legal liability or responsibility for the accuracy, completeness, or usefulness of any information, report or product of any kind that the Contractor may disclose or use for purposes other than the performance of the Contractor's obligations under this Contract. For any work outside the obligations of this Contract, the Contractor must include disclaimer that the information, report or products are the views and opinions of the Contractor and do not necessarily state or reflect those of NDEP nor bind NDEP.
12. Unless otherwise provided in Attachment A, when issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with funds provided under this Contract, the Contractor shall clearly state that funding for the project or program was provided by the Nevada Division of Environmental Protection and, if applicable, the U.S. Environmental Protection Agency. The Contractor will insure that NDEP is given credit in all official publications relative to this specific project and that the content of such publications will be coordinated with NDEP prior to being published.
13. Unless otherwise provided in Attachment A, all property purchased with funds provided pursuant to this Contract is the property of NDEP and shall, if NDEP elects within four (4) years after the completion, termination or cancellation of this Contract or after the conclusion of the use of the property for the purposes of this Contract during its term, be returned to NDEP at the Contractor's expense. Such property includes but is not limited to vehicles, computers, software, modems, calculators, radios, and analytical and safety equipment. The Contractor shall use all purchased property in accordance with local, state and federal law, and shall use the property only for Contract purposes unless otherwise agreed to in writing by NDEP.

For any unauthorized use of such property by the Contractor, NDEP may elect to terminate the Contract and to have the property immediately returned to NDEP by the Contractor at the Contractor's expense. To the extent authorized by law, the Contractor shall indemnify and save and hold the State of Nevada and NDEP harmless from any and all claims, causes of action or liability arising from any use or custody of the property by the Contractor or the Contractor's agents or employees or any subcontractor or their agents or employees.

14. The Contractor shall use recycled paper for all reports that are prepared as part of this Contract and delivered to NDEP. This requirement does not apply to standard forms.

15. The Contractor, to the extent provided by Nevada law, shall indemnify and save and hold the State of Nevada, its agents and employees harmless from any and all claims, causes of action or liability arising from the performance of this Contract by the Contractor or the Contractor's agents or employees or any subcontractor or their agents or employees. NDEP, to the extent provided by Nevada law, shall indemnify and save and hold the Contractor, its agents and employees harmless from any and all claims, causes of action or liability arising from the performance of this Contract by NDEP or NDEP's agents or employees.

16. The Contractor and any subcontractors shall obtain any necessary permission needed, before entering private or public property, to conduct activities related to the work plan (Attachment A). The property owner will be informed of the program, the type of data to be gathered, and the reason for the requested access to the property.

17. This Contract shall be construed and interpreted according to the laws of the State of Nevada and conditions established in OMB Circular A-102. Nothing in this Contract shall be construed as a waiver of sovereign immunity by the State of Nevada. Any action brought to enforce this contract shall be brought in the First Judicial District Court of the State of Nevada. The Contractor and any of its subcontractors shall comply with all applicable local, state and federal laws in carrying out the obligations of this Contract, including all federal and state accounting procedures and requirements established in OMB Circular A-87 and A-133. The Contractor and any of its subcontractors shall also comply with the following:

- a. 40 CFR Part 7 - Nondiscrimination In Programs Receiving Federal Assistance From EPA
- b. 40 CFR Part 29 - Intergovernmental Review Of EPA Programs And Activities.
- c. 40 CFR Part 31 - Uniform Administrative Requirements For Grants And Cooperative Agreements To State and Local Governments;
- d. 40 CFR Part 32 - Governmentwide Debarment And Suspension (Nonprocurement) And Governmentwide Requirements For Drug-Free Workplace (Grants);
- e. 40 CFR Part 34 - Lobbying Activities;
- f. 40 CFR Part 35, Subpart O - Cooperative Agreements And Superfund State Contracts For Superfund Response Actions (Superfund Only); and
- g. The Hotel And Motel Fire Safety Act of 1990.

18. The Contractor shall neither assign, transfer nor delegate any rights, obligations or duties under this Contract without the prior written consent of NDEP.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be signed and intend to be legally bound thereby.

 8/29/14 NWFA President
Independent Contractor's Signature Date Independent Contractor's Title

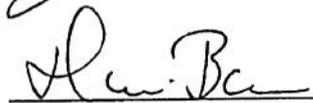
 9/3/14 Contract Manager
Signature Date Title

Exhibit B

Risk Management Waiver

Toni Bouas

From: Maureen Martinez
Sent: Friday, October 03, 2014 11:39 AM
To: My-Linh Nguyen; Toni Bouas
Subject: CETS_14-058_RE: Scope of Work

My-Linh

Based upon your additional information below, I am willing to waive the professional liability requirement. The contract will need to be revised and executed in order for the waiver to be applicable.

Please use this email as your approval and attachment for CETS.

If you have any further questions, please let me know.

Thanks,

Maureen E. Martinez, ARM-P
Insurance and Loss Prevention Specialist
Risk Management Div
State of Nevada
775-687-3193
775-687-3195 fax

Please note the new email address: memartinez@admin.nv.gov

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From: My-Linh Nguyen
Sent: Friday, October 03, 2014 11:07 AM
To: Maureen Martinez; Toni Bouas
Subject: RE: Scope of Work

Hi Maureen,

Below are our responses to your questions.

Thank you.

My-Linh Nguyen, PhD, PE, Supervisor
Groundwater and Information Services Branch - BWPC
Nevada Division of Environmental Protection
901 S. Stewart St., Ste 4001
Carson City NV 89701
Phone: (775) 687-9422 Fax: (775) 687-4684
Email: mnquyen@ndep.nv.gov
www.ndep.nv.gov

From: Maureen Martinez
Sent: Friday, October 03, 2014 10:30 AM
To: Toni Bouas; My-Linh Nguyen
Subject: RE: Scope of Work

Toni/My-Linh

Is your vendor creating standards or just simply holding your operators to pre-established standards?

A: The vendor holds operators to pre-established standards. All operator certification exams are created and standardized by the nationally-recognized Association of Boards of Certification (ABC). The vendor purchases the exam directly from ABC based on the number of exam applications received.

Also, how much reporting is the vendor providing you?

A: The vendor provides NDEP with semi-monthly updates on the status of certified operators (active/inactive/expired certifications), quarterly-meeting minutes from the Board of Certified operators, and any time in between when issues arise concerning an operator's certification status or dispute.

What kind of oversight does your agency have over this vendor?

A: NDEP manages the contract's budget, has oversight over the administration of the program and final decision over the certification status of wastewater operators.

Please advise.

Maureen E. Martinez, ARM-P
Insurance and Loss Prevention Specialist
Risk Management Div
State of Nevada
775-687-3193
775-687-3195 fax

Please note the new email address: memartinez@admin.nv.gov

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From: Toni Bouas
Sent: Friday, October 03, 2014 10:22 AM
To: Maureen Martinez
Cc: My-Linh Nguyen
Subject: Scope of Work

Maureen,

Attached is RFP 2080. The Scope of Work is on page 8 and the program overview is on page 4.

The person in charge of this contract is My-Linh Nguyen and her number is 687-9422. She's expecting your call after you have a chance to look at the scope of work.

Please contact me if I can help in any way.

Thank you so much for your help Maureen.

Toni



NEVADA DIVISION OF
**ENVIRONMENTAL
 PROTECTION**

STATE OF NEVADA
 Department of Conservation & Natural Resources
 Brian Sandoval, Governor
 Bradley Crowell, Director
 Greg Lovato, Administrator

September 26, 2018

Nathaniel Seltenreich
 3691 E Saddle Ave
 Las Vegas, NV 89121

selten_nate@yahoo.com
 Certified Mail#
 9171 9690 0935 0012 7099 98

Re: NOTICE OF PROPOSED REVOCATION, Certificate NV-876

Dear Mr. Seltenreich,

The Division has received and reviewed an investigation by the Nevada Board of Certification for Wastewater Treatment Plant Operators ("Board"), regarding your conduct related to wastewater certification exams. Under Nevada Administrative Code (NAC) 445A.288, the Board is designated by the Division, through contract with the Nevada Water Environment Association, to operate a program for certification of wastewater treatment plant operators, including conduct of examinations. The Board's investigation concluded that you improperly obtained and used answers to certain certification exams to take and pass Nevada exams, including the Nevada Grade III wastewater operation exam. Based on this information, the Division considers your certification invalid and is hereby proposing revocation of your Nevada Grade III Wastewater Operation Certificate NV-876. The Division also finds that your certification was obtained in a manner that demonstrates disregard for the health and safety of the public and the environment (Regulation R155-17, Section 11), which is separate cause for revocation.

This proposed revocation will become final and effective on October 16, 2018 unless a request for an appeal hearing is received. A request for a hearing must be received by the State Environmental Commission (SEC) within ten (10) calendar days of receipt of this notice, using SEC Form #3 (attached) pursuant to NAC 445B.890. The effective date of the proposed revocation will be stayed upon receipt of an appeal until the SEC renders a decision regarding the appeal. Form #3 may be filed electronically at <http://www.sec.nv.gov/main/forms.htm>. Questions regarding the SEC hearing process should be directed to Ms. Valerie King, Executive Secretary, 775-687-9374, or by email at vkking@ndep.nv.gov. Please provide Katrina Pascual (kpascual@ndep.nv.gov) a copy of any correspondence which you submit the SEC concerning this matter.

Sincerely,


 Jennifer L. Carr, PE, CPM, CEM
 Deputy Administrator

Attachment: SEC Form #3

Reference: Regulation R155-17 at <https://www.leg.state.nv.us/Register/2017Register/R155-17AP.pdf>

cc: Certificate File NV-876

cc: Katrina Pascual, P.E., Technical, Compliance and Enforcement Branch
 Jennifer Lopez, President, Nevada Water Environment Association
 Adrian Edwards, Chairman, Nevada Board of Certification for Wastewater Treatment Plant Operators
 Ashley Jacobson, Program Administrator, NWEA
 Valerie King, SEC Executive Secretary
 Thomas Minwegen, General Manager CCWRD



State of Nevada

Dept. of Conservation & Natural Resources

State Environmental Commission SEC.nv.gov

901 South Stewart Street, Suite 4001, Carson City, Nevada 89701

FORM 3: FORM FOR REQUESTING AN APPEAL HEARING
(Provide attachments as needed)

1. Name, address, telephone number, and signature of appellant:

Name: _____

Physical Address: _____

E-mail Address: _____

Telephone Number: _____

Signature: _____

Representative capacity (if applicable): _____

2. Attach copy of Nevada Division of Environmental Protection final decision, such as permit or notice of alleged violation, being appealed.

3. Specify grounds of appeal: (check all that apply)

- Final decision in violation of constitutional or statutory provision;
- Final decision made upon unlawful procedure;
- Final decision was affected by other error of law;
- Final decision was clearly erroneous in view of the reliable, probative and substantial evidence on the whole record;
- Final decision was arbitrary or capricious or characterized by abuse of discretion;

4. For each ground of appeal checked above, please list the constitutional, Nevada Revised Statute (NRS), and/or Nevada Administrative Code (NAC) provision allegedly violated. Also list the statutes and/or or regulations that give the State Environmental Commission jurisdiction to hear the appeal.

5. For each ground of appeal checked above, provide a brief and concise statement of the facts which provide the basis for the appeal.

Date of Request: _____.

Send Form to: Executive Secretary, State Environmental Commission, 901 South Stewart Street, Suite 4001, Carson City, NV 89701

Jennifer Carr

From: Shanon Pascual
Sent: Wednesday, September 26, 2018 10:38 AM
To: Katrina Pascual; Jennifer Carr; 'JDiamond@carson.org';
'Adrian.Edwards@cityofhenderson.com'; 'ashley@nwwea.org'; Valerie King;
'Thomas.Minwegen@cleanwaterteam.com'
Subject: FW: NDEP Review of Certification
Attachments: NDEP Letter-N. Seltenreich.pdf

From: Shanon Pascual
Sent: Wednesday, September 26, 2018 10:31 AM
To: 'selten_nate@yahoo.com' <selten_nate@yahoo.com>
Subject: NDEP Review of Certification

Dear Mr. Seltenreich,

Please see attached copy of the NDEP review of your certification.

Regards,
Shanon Pascual
Administrative Assistant III
Office of the Administrator


NDEP Nevada Division of Environmental Protection
901 South Stewart St. Suite 4001
Carson City, NV 89701
p: 775.687.9304 f: 775.687.5856
www.ndep.nv.gov



NWEA
PO Box 98235
Las Vegas, NV 89193
www.nvwea.org



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VIA E-MAIL
dc 9/25/18

EXECUTIVE BOARD

Jennifer Lopez
PRESIDENT

Jennifer Carr

Charlie Lee
PRESIDENT-ELECT

From: Jennifer Lopez, NWEA President

Grag Turner
WEF DIRECTOR

Date: September 25, 2018

Krishna Paglia
SECRETARY

Re: Recommendation on Disciplinary Action Dated January 24, 2018

Kelli Callahan
TREASURER

Dear Ms. Carr,

Nikita Lingenfelter
PAST PRESIDENT

The Certification Board authored and sent the above mentioned recommendation to NDEP regarding Nathan Seltenreich. The NWEA Executive Board at the time was made aware of the situation, investigation, and subsequent report and recommendation conducted by the Certification Board.

Clayton Coon
PWO REPRESENTATIVE

The NWEA concurs with the Recommendation on Disciplinary Action for Nathan Seltenreich dated January 24, 2018. That document should be considered as sent directly from NWEA as per our response to the Request for Proposal 2080 submitted August 6, 2014.

Thank You,

Jennifer Lopez

NWEA President

cc. Ashley, Program Administrator

Adrian Edwards, Cert Board Chairman



**NEVADA BOARD OF CERTIFICATION FOR
WASTEWATER TREATMENT PLANT OPERATORS**

Adrian J. Edwards, Chairman • Joe Crim, Jr., Vice Chairman
LeAnna Rizzo • John Solvie • Michael Drinkwater • Brian Oswalt • Joe Carter



January 24, 2018

To: Joe Maez, P.E.
Nevada Division of Environmental Protection
Bureau of Water Pollution Control, Branch Supervisor
901 S. Stewart Street, Suite 4001
Carson City, NV 89701

From: Adrian J. Edwards, P.O.
Nevada Water Environment Association
Board of Certification
Chairman

RE: Recommendation on Disciplinary Action
Confidential Information

Dear Mr. Maez,

The Nevada Water Environment Association Board of Certification (Board) received a correspondence from Clark County Water Reclamation District (CCWRD) General Manager Thomas Minwegen on October 30, 2017. The subject was "Discovery of Apparent Misuse of Operator Certification Exam Materials" (Attachment A). This letter provides the results of the subsequent investigation into the matter, and a recommendation that the Wastewater Treatment Plant Operator Grade III certification of Nathan Seltenreich be revoked.

Summary

The correspondence received from CCWRD on October 30, 2017 outlined the discovery of documents in a control room at the plant. Included in the documents were two of significance, which were included as attachments. One attachment was six pictures of a Utah Wastewater Treatment Class III Exam booklet and graded Scantron answer sheet (pictures). The Board communicated with the Utah Division of Water Quality and confirmed the pictures were in fact what they appeared to be, and that the visible answers on the Scantron answer sheet correlated exactly with the answers of Nathan Seltenreich on a Class III test taken on March 4, 2011. The second document was 18 pages of 91 typed questions and answers that resembled a Grade IV standardized test (typed questions). The Board communicated with the Associated Boards of Certification (ABC), who verified that the typed questions corresponded in content (question body, correct answer, and distractors word-for-word) and by exam question number to a Class IV exam that Nathan Seltenreich took on December 2, 2011. Since Mr. Seltenreich had failed both exams in Utah, he was allowed the opportunity to review the examination booklets and Scantron answer sheets. Subsequent to the review of his Grade IV exam, Utah discovered that the test booklet was missing.

Mr. Seltenreich took both the Grade III and Grade IV tests in Utah for the first time. He failed each, reviewed the failed exams, then took and passed both exams in Nevada. Both Utah and Nevada utilized

RECEIVED

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ENVIRONMENTAL PROTECTION



NEVADA BOARD OF CERTIFICATION FOR WASTEWATER TREATMENT PLANT OPERATORS

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ABC standardized exams at the time, so had very similar questions (98% of the questions were exactly the same). Mr. Seltenreich's improvements between the failed Utah and passed Nevada exams were beyond substantial. Analysis of score differentials by operators taking exams multiple times shows that his improvements were very far above typical.

Mr. Seltenreich interviewed with CCWRD on October 3, 2017, and with the Board on December 12, 2012. In his interview with CCWRD, he admitted that all the documents found belonged to him, with the exception of the Grade III photographs. In both interviews he admitted that the Grade IV typed questions belonged to him, but denied knowing anything about the Grade III photographs.

Based on information from the Utah Division of Water Quality, the Board determined that the only location the Grade III exam booklet and scored Scantron would be accessible for simultaneous photographing was during Mr. Seltenreich's Grade III exam review.

The information and facts gathered in the investigation, and the interview with Mr. Seltenreich, bring the Board to the conclusion that Nathan Seltenreich inappropriately obtained testing materials for both the Grade III and Grade IV exams, and utilized those materials to pass the corresponding exams in Nevada. These actions subvert the examination process, and gain him certification levels above what his knowledge and abilities may warrant. The actions are a violation of the operator Code of Conduct that each operator agrees to abide by every two years when they recertify. His actions have compromised the integrity of the certification process (both statewide and nationally as ABC standardized exams are administered in other states), and threatened public health and the environment. Also the actions, and the repeat of the offenses, bring in to question the ethical standards of Mr. Seltenreich as an operator. Additionally, test scores by other operators suggest that he may have distributed these test materials to other operators.

Nathan Seltenreich currently holds a Nevada Wastewater Treatment Plant Operator Grade III certification. Due to the egregiousness of the offenses, subversion of two grade levels of exams, potential impacts to water quality, and violation of the Code of Conduct, the Certification Board recommends to the Nevada Department of Environmental Protection that the certification for Nathan Seltenreich be permanently revoked. Should NDEP not wish to pursue permanent revocation, the Certification Board's alternate recommendation is revocation for a period of not less than five years and nullification of all previous operator experience. After five years, Nathan Seltenreich would need to begin at Grade I and meet education and experience requirements in place at that time. In addition, he would need to successfully complete ethics training deemed appropriate by NDEP.

Investigation

The Nevada Water Environment Association Board of Certification (Board) received a correspondence from Clark County Water Reclamation District (CCWRD) General Manager Thomas Minwegen on October 30, 2017. The letter was addressed to the Board, but also copied the Associated Boards of Certification (ABC), the Bureau of Water Pollution Control, Nevada Division of Environmental Protection (NDEP) and the Utah Division of Water Quality, Wastewater Certification Programs (Utah).



NEVADA BOARD OF CERTIFICATION FOR WASTEWATER TREATMENT PLANT OPERATORS

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Board Chairman Adrian Edwards organized a conference call with all the included entities, to understand the responsibilities and interests of each. Mr. Seltenreich only tested and failed exams in Utah, so they had no interest in pursuing any action, but pledged to provide any relevant information to the Board. NDEP contracts administration of the Nevada certification program to the Nevada Water Environment Association, who organizes the Board to administer the program in accordance with NDEP requirements. The agreement includes a provision for disciplinary action to be recommended by the Board to NDEP, with NDEP making the final decision and carrying out the action. NDEP cited that agreement, and likewise agreed to cooperate in the investigation. ABC had a concern about a possible copyright infringement case, and conducted a separate investigation along those lines, and promised cooperation with the Board.

The Board conducted a closed session to review the matter during a regularly scheduled publicly noticed meeting on November 16, 2017. Participating in the closed session and subsequent investigation were Board Chairman Adrian Edwards, Board Vice Chairman Joe Crim, and Board Members John Solvie, Joe Carter, and Michael Drinkwater. Two Board members recused themselves from the closed session and discussions to remove any appearance of impropriety or conflict of interest (Board Members LeAnna Risso and Brian Oswalt). Chairman Edwards had communicated with Utah and ABC to create a timeline of events (Attachment B) and gain other information to present to the Board. ABC sent a letter outlining their findings to the Board that same day (Attachment C).

The Board decided to interview Mr. Seltenreich, notified him by certified mail on November 30, 2017, and conducted the meeting on December 12, 2017. The meeting was audio recorded, and partially transcribed (See Attachment D). The Board discussed the interview and situation immediately afterwards. More information was gathered and discussed before coming to a decision. This report has been reviewed and approved by the Board for submission to NDEP as the recommendation for disciplinary action.

Grade III Exam Findings

Mr. Seltenreich took the exam for Utah Class III on March 3, 2011 and failed with a score of 60%. He reviewed the Class III booklet and exam per Utah policy in April 2011. He then took the Grade III exam in Nevada on May 9, 2011 and passed with a score of 75%.

The letter from CCWRD had some evidence of information from a Utah Class III exam, in the form of pictures. The pictures (Attachment A: Items A-001 to A-006) were found in a drawer with various paperwork (See Attachment E). Mr. Seltenreich admitted to CCWRD and the Board in separate interviews that all the paperwork in the drawer was his, with the exception of the pictures (See Attachments D and F).

Analysis of the pictures reveal:

- A Scantron answer sheet, filled in and corrected with diagonal lines on some answers
- Answers to 37 individual questions on the Scantron answer sheet
- Typed words "Utah Wastewater Treatment Class III Exam" on A-001 and A-006
- Several questions from the Exam
- Handwritten and circled "60%" on A-001



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- Dark background and bad lighting (shadows on edges of pictures)

We had discussions with Utah certification authorities about the practices of examination review (Attachment G).

The steps of reviewing examinations at the time in question were:

- Operator fails an exam
- Operator requests review
- Utah copies Scantron answer sheet
- Utah reviews Scantron by writing final score on copy, and marking right/wrong answers
- Utah provides copy of Scantron and original test booklet to operator in controlled environment with a proctor
- Operator reviews copy of Scantron and booklet, has the opportunity to rework math questions and ask proctor in a "learning environment"
- Operator returns copy of Scantron and booklet, is not allowed to remove materials from review.
- Utah destroys copy of Scantron immediately, keeps booklet for eventual destruction in coordination with ABC

With this process, there is a very limited time that the test booklet and marked-up copy of the Scantron sheet would have been together for the pictures to have been taken. Only the proctor and operator would have had that opportunity around the time of the review.

The Board obtained a copy of the original full Scantron sheet from Utah (See Attachment H). The original Scantron does not have the 60% written on it, or the wrong answers marked out, as expected. Those markings were only on the copy provided by Utah to the operator during the review, then destroyed. A comparison of the answers to questions on the pictures compared to the original Scantron revealed that all 37 of the individual questions and answers were identical (e.g. 11=D, 12=A, 13=B).

Utah conducted further analysis, comparing all Class III exams with a 60% score, and none of those Scantron sheets matched with the given answers on the pictures, except for the Scantron sheet of Mr. Seltenreich. (Attachment I)

Mr. Seltenreich denied the pictures belonged to him in his Board interview, but stated that he could not remember if he had a phone at that time. However, in his interview with CCWRD (Page 2 of Attachment F), he stated that he asked the Utah proctor if he could use his phone, but was told he could not. This indicates that he did have a phone with him at the time that was capable of taking pictures.

Mr. Seltenreich stated in his Board interview that his Class III review was in Utah and the room was full of people (Attachment D). Considering Utah's review process, the Board can see that the opportunity to take pictures while the proctor is distracted would certainly be feasible.



NEVADA BOARD OF CERTIFICATION FOR WASTEWATER TREATMENT PLANT OPERATORS

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ABC also reviewed the pictures, and confirmed (Attachment C) that the pictures were of a Utah exam. That exam shared 22 questions with the Nevada exam that Mr. Seltenreich subsequently passed.

The facts and analysis leads the Board to believe that Mr. Seltenreich did in fact inappropriately take and reproduce the pictures A-001 through A-006 in attachment A. His subsequent testing in Nevada on May 9, 2011 about a month later, with a score improvement of 15 points, lead the Board to believe that he did benefit from the inappropriate possession of the pictures.

Grade IV Exam Findings

Typed questions and answers A-007 through A-024 (from Attachment A) were also found in the drawer with the other materials belonging to Mr. Seltenreich. He admitted in interviews with CCWRD and the Board that the test questions belonged to him. He stated that they were an accumulation of questions and answers that fellow operators remembered from taking certification tests, and some came from www.royceu.com.

ABC conducted a very thorough analysis of the typed questions and answers (Attachment C). They concluded that the typed questions and answer options contained 91 questions and answer options from a Class IV exam given exclusively in Utah. The only differences in the typed information and the ABC exam was the omission of some periods, occasional abbreviation of "temperature" to "temp" and rare omission of a single distractor (Incorrect response option). ABC also stated that the Utah exam shared 98% of its questions with the subsequent Nevada Grade IV exam that Mr. Seltenreich took and passed with a very high score.

Mr. Seltenreich took the Class Grade IV exam in Utah on December 2, 2011, and failed with a score of 63. He was afforded the same review opportunity as the Class III exam, which was conducted in January of 2012. He did not specifically recall the details of that review compared to the Class III review. ABC understands that the review took place in a restaurant, and was not closely supervised by Utah staff. After the review, the exam booklet went missing, and did not return to Utah headquarters.

Mr. Seltenreich took the Grade IV exam in Nevada on February 23, 2012. This was less than two months after the review of the Utah exam in January 2012. He scored a 91 on the Nevada test, which is one of the highest Nevada scores ever obtained on that level of exam. The 28 point improvement over the score of 63 on the similar Utah test only twelve weeks previous is very much outside the normal deviation for those exam scores.

The Board was approached at the April 24, 2012 Certification Board meeting by Utah representative Paul Krauth. He advised the board he had information that Mr. Seltenreich left the test review in January 2012 with notes. Mr. Seltenreich had reviewed exams previously, and knew that no notes were allowed to leave the review facility, but did remove them regardless of that instruction. The Board acted on this information by invalidating Mr. Seltenreich's February 23, 2012 Nevada Grade IV test score, and prohibited him from taking the exam again for one year (Attachment J). At that time, the Board was not aware that a Utah Class IV exam was missing, but was only under the impression that written notes were taken.



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Mr. Seltenreich attempted to take the Nevada Grade IV exam after the prohibited time, on February 22, 2016. His score at that time was a 64. ABC reports that the examination questions are changed on a regular basis, so the 2016 test was similar in difficulty, but significantly different in exact questions from the 2012 version.

Considering the facts, the Board concludes that it is not realistic to propose that multiple operators remembered, word-for-word, specific and exact questions and answers, including distractors, to the level of detail, and in the exact number sequence, required to assemble the typed questions and answers in his possession. Mr. Seltenreich had in his possession a Utah Class IV exam and answers that were 98% similar to the Nevada Grade IV exam. He utilized that inappropriately attained material to take and pass his Nevada Grade IV exam, subverting the examination process, and inaccurately portraying his skills and abilities.

Ethics

The Certification Board has implemented a Code of Conduct for operators (Attachment K). In part, this Code reads that certified water professionals should not: "permit misrepresentation of my qualifications" nor "conduct myself in a manner that subverts or attempts to subvert the ... examination processes." Mr. Seltenreich signed a statement agreeing to adhere to these standards under penalty of certification suspension or revocation at two different times, May 28, 2015 and April 10, 2017 (Attachment L). While these signed statements were after the Grade III and Grade IV examinations had occurred, Mr. Seltenreich should have informed the Certification Board of his transgressions at that time. His failure to do so only confirms the fact that he intended to continue the deception of his knowledge, skills and abilities indefinitely.

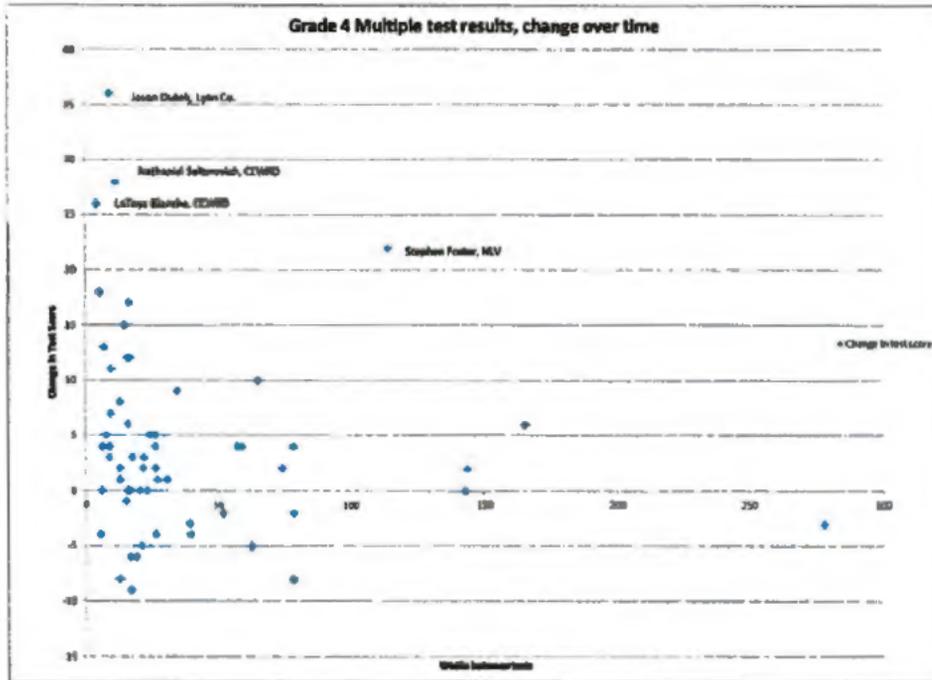
Scoring Analysis

The Board conducted analysis on test scores for the Grade IV exam in Nevada to determine if Mr. Seltenreich's 28 point increase within a three month time frame was typical of repeat exam takers. The resulting graph below demonstrates that his increased score is not typical. It does indicate that other operators have had large increases in scores on repeat exams, which may indicate the need for separate investigation.

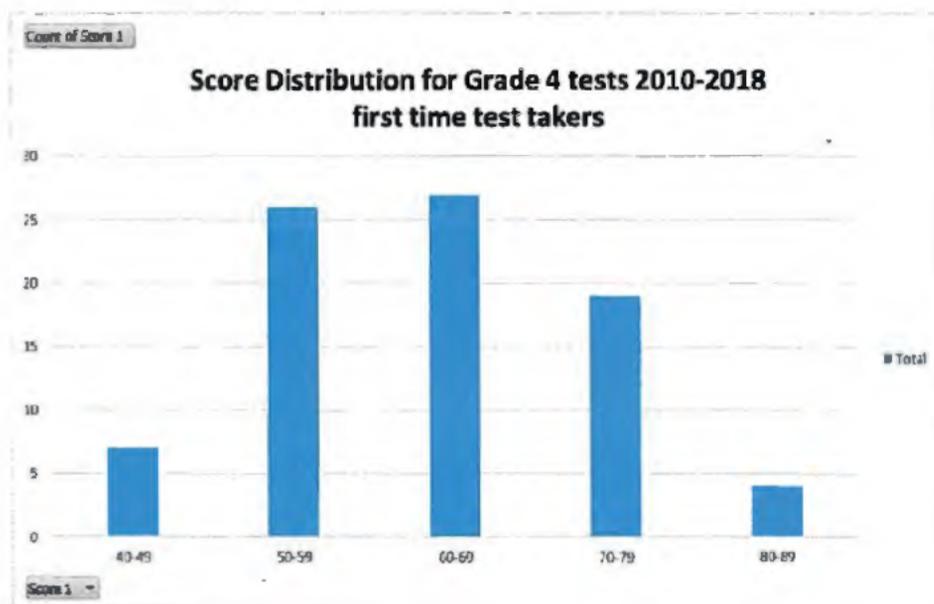


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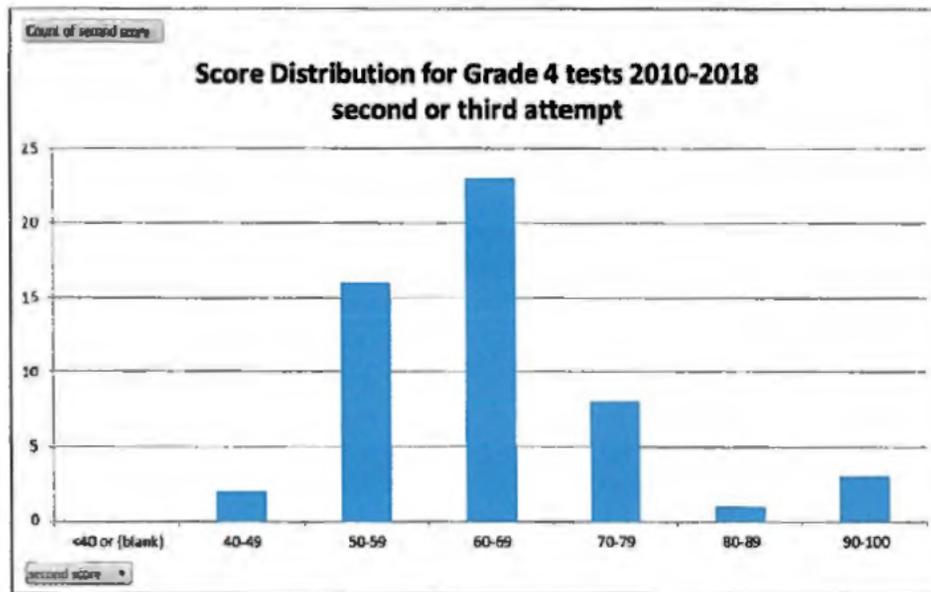
An analysis of the scores achieved by all Grade IV test takers on their first attempt, compared to the second or third attempts is another way to analyze the data. It also highlights that Mr. Seltenreich's score of a 91 is very unusual and suspect. This analysis also may indicate the need for separate investigation into other abnormal scores.





NEVADA BOARD OF CERTIFICATION FOR WASTEWATER TREATMENT PLANT OPERATORS

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LeAnna Rizzo • John Solvie • Michael Drinkwater • Brian Oswalt • Joe Carter



Recommendation

Nathan Seltenreich currently holds a Nevada Wastewater Treatment Plant Operator Grade III certification. Due to the egregiousness of the offenses, subversion of two grade levels of exams, potential impacts to water quality, and violation of the Code of Conduct, the Certification Board recommends to the Nevada Department of Environmental Protection that the certification for Nathan Seltenreich be permanently revoked. Should NDEP not wish to pursue permanent revocation, the Certification Board's alternate recommendation is revocation for a period of not less than five years and nullification of all previous operator experience. After five years, Nathan Seltenreich would need to begin at Grade I and meet education and experience requirements in place at that time. In addition, he would need to successfully complete ethics training deemed appropriate by NDEP.

Thank you for your interest in this matter, the Board will gladly discuss this investigation or findings with you at your pleasure.

Adrian J. Edwards P.O., Chairman, Board of Certification

cc. Katrina Pascual, Technical, Compliance, and Enforcement
Nikita Lingenfelter, NWEA President



NEVADA BOARD OF CERTIFICATION FOR WASTEWATER TREATMENT PLANT OPERATORS

Adrian J. Edwards, Chairman • Joe Crim, Jr., Vice Chairman
LeAnna Rizzo • John Solvie • Michael Drinkwater • Brian Oswalt • Joe Carter



Attachments

- Attachment A: CCWRD letter
- Attachment B: Board timeline for Seltenreich
- Attachment C: ABC letter
- Attachment D: Transcription of Board interview
- Attachment E: List of documents found in desk drawer
- Attachment F: Transcription of CCWRD interview
- Attachment G: Utah exam review practices email
- Attachment H: Original Scantron
- Attachment I: Utah evaluation of pictures
- Attachment J: Invalidation of Seltenreich's Grade IV
- Attachment K: Nevada Code of Conduct
- Attachment L: Seltenreich's agreement to Code of Conduct

ATTACHMENT A:



October 30, 2017

Via E-mail

Adrian Edwards, Chairman
NWEA Certification Board
c/o Kurt R Segler Water Reclamation Facility – USSB
Henderson, NV 89011
[Adrian.edwards@cityofhenderson.com]

Re: Discovery of Apparent Misuse of Operator Certification Exam Materials

Mr. Edwards,

The Clark County Water Reclamation District (“District”) recognizes the importance of maintaining the integrity of the operator certification process, particularly as it helps ensure the competency of Wastewater Plant Operators. In that regard, I am compelled to report to the NWEA Certification Board the results of the District’s investigation into what appears to be the improper reproduction of Wastewater Operator examination materials.

On Wednesday, September 6, 2017, the attached items were discovered in a drawer at our Filters Building by one of our Process Laboratory operators. On their face, the documents appeared to be photographs and/or manual reproductions of operator certification exams and a corresponding scantron answer sheet. On that premise, the District conducted an investigation to confirm the documents as an improper duplication of exam materials and to discover how and by whom the materials were obtained. For your reference, true and accurate copies of the documents are enclosed and labeled A-1 through A-24, along with a timeline of events reported below.

As part of the investigation, the District made an inquiry with the Utah Division of Environmental Quality (“DEQ”), Wastewater Operator Certification, which confirmed that the materials include a photo of a Utah Wastewater Treatment Class III Exam and a completed scantron. See Photographs at A-1 through A-6. The DEQ further associated the scantron with an employee of the District, Nathaniel Seltenreich. During the investigation, Mr. Seltenreich denied taking the photographs, and further denied the scantron as being his.

Based on their content, the District suspects the remainder of the materials to be a type-written reproduction of questions from a Wastewater Treatment Class IV Exam. See document at A-7 through A-24. While the District cannot link these reproduced exam questions to a particular Wastewater Treatment Class VI Exam (proctored by the DEQ or elsewhere), the District notes the irregularities reported by the DEQ in relation to the Class IV exam proctored by the DEQ that Mr. Seltenreich sat for on December 2, 2011. In particular, DEQ reports that following the exam, in April of 2012, a DEQ employee (Paul Krauth) appropriately provided Mr. Seltenreich access to

BOARD OF TRUSTEES

Lawrence L. Brown III, *Chair*. Steve Sisolak, *Vice Chair*.
Susan Brager. Marilyn Kirkpatrick. Chris Giunchigliani. James B. Gibson. Lawrence Weekly.
Thomas A. Minwogen, *General Manager*

5857 East Flamingo Road, Las Vegas, Nevada 89122 (702) 668-8888, (800) 782-4324
cleanwaterteam.com

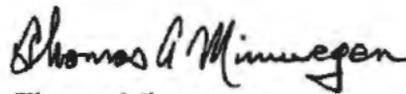
NDEP 000054

Page 2 of 2

the Class IV examination booklet and corresponding scantron for his in-person review of his performance. Upon returning to his office, Mr. Krauth observed that the examination booklet provided to Mr. Seltenreich was missing.

In fulfilling our obligation to report the findings of our investigation, we'd like to understand your perspective on this matter and to be informed of any consequences that may result and involve a District employee. Should you have any questions, please feel free to contact Jennifer Scharn in our Human Resources office, at (702) 668-8050.

Sincerely,



Thomas Minwegen
General Manager

tm/djs
Enclosures

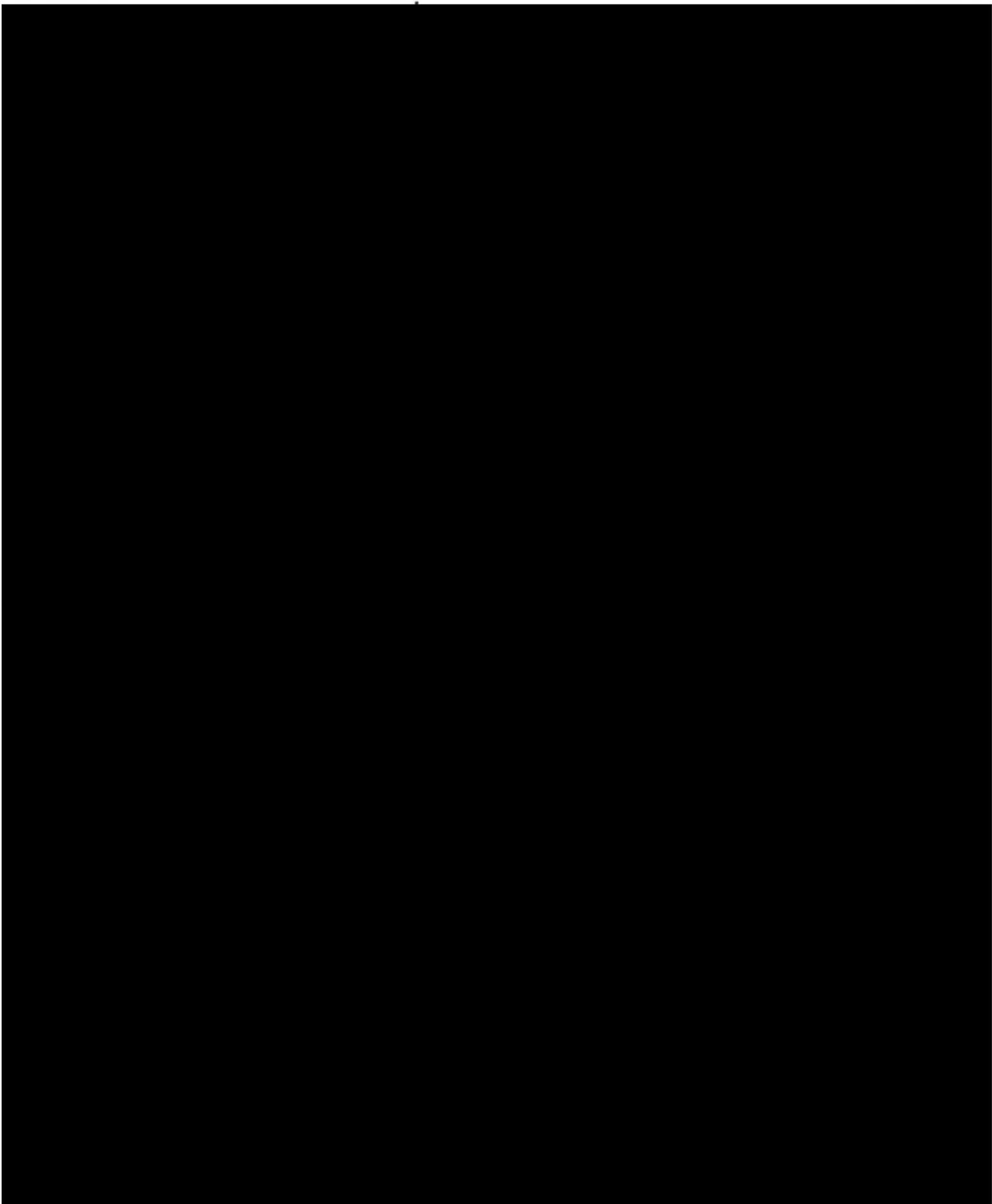
Cc: Association of Boards of Certification (Attn: pbishop@abccert.org, email address)
Bureau of Water Pollution Control, Nevada Division of Environmental Protection
(NDEP) (Attn: jmaez@ndep.nv.gov, email address)
Utah Division of Water Quality, Wastewater Certification Programs (Attn:
jetherington@utah.gov, email address)

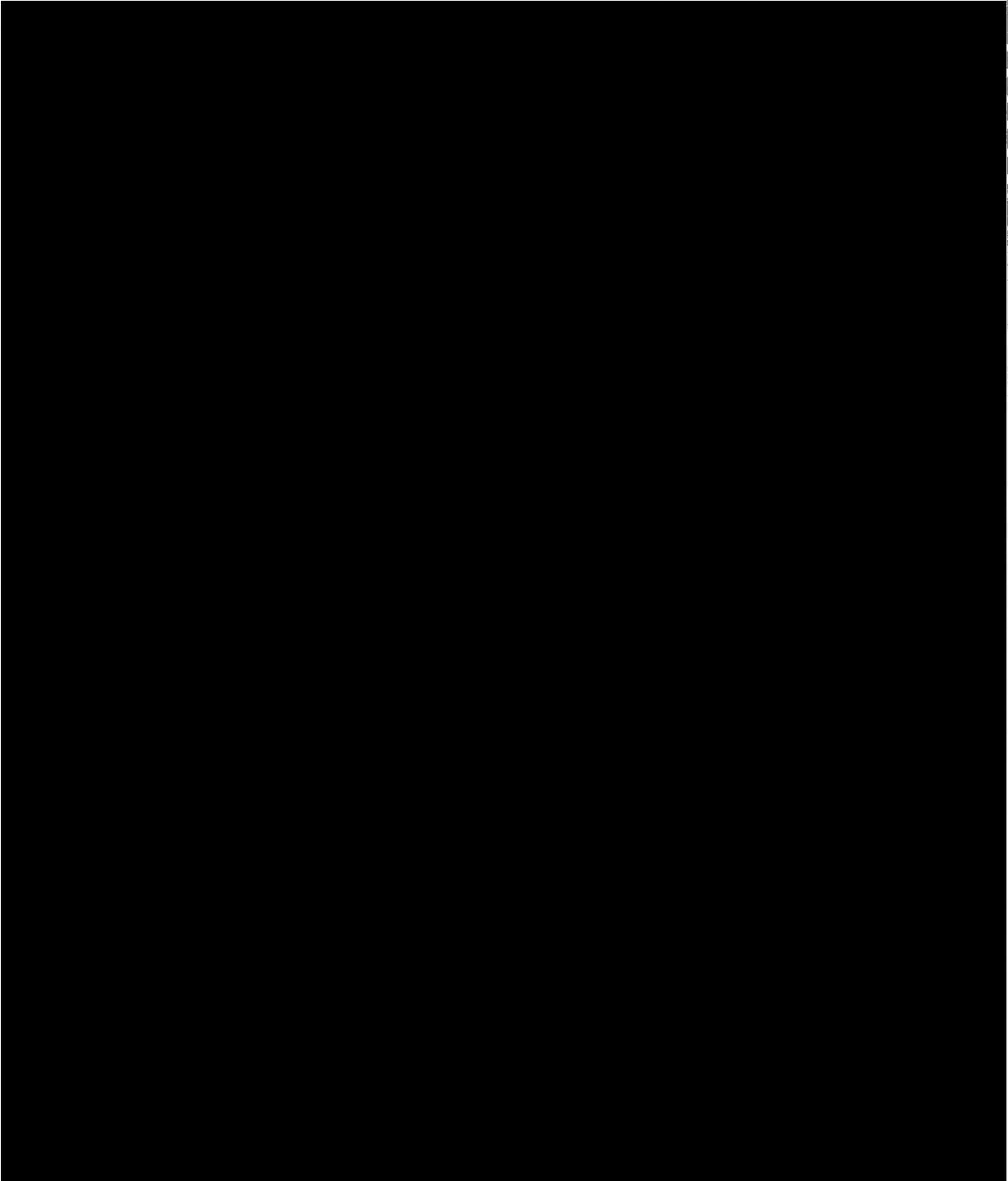
BOARD OF TRUSTEES

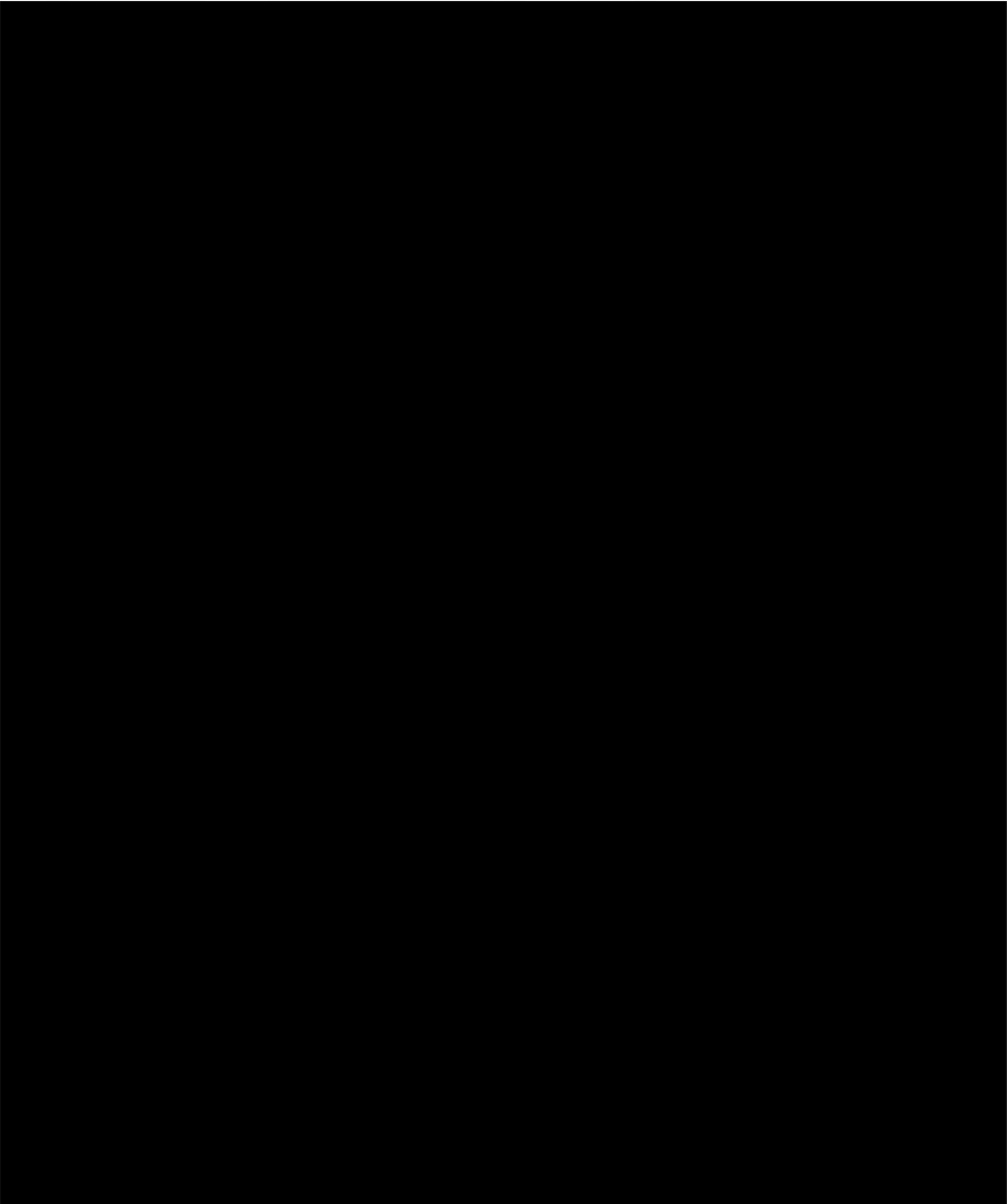
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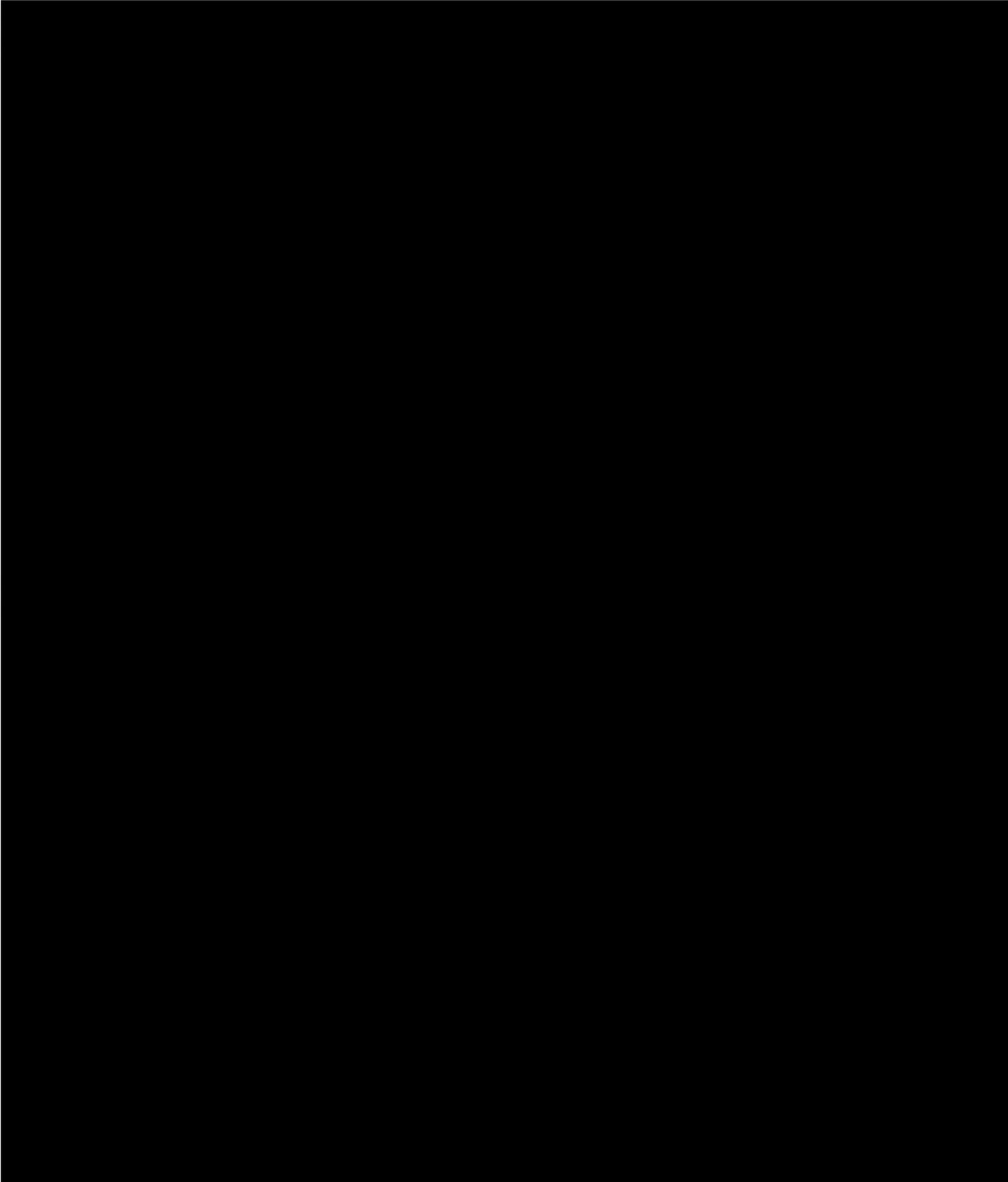
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cleanwaterteam.com

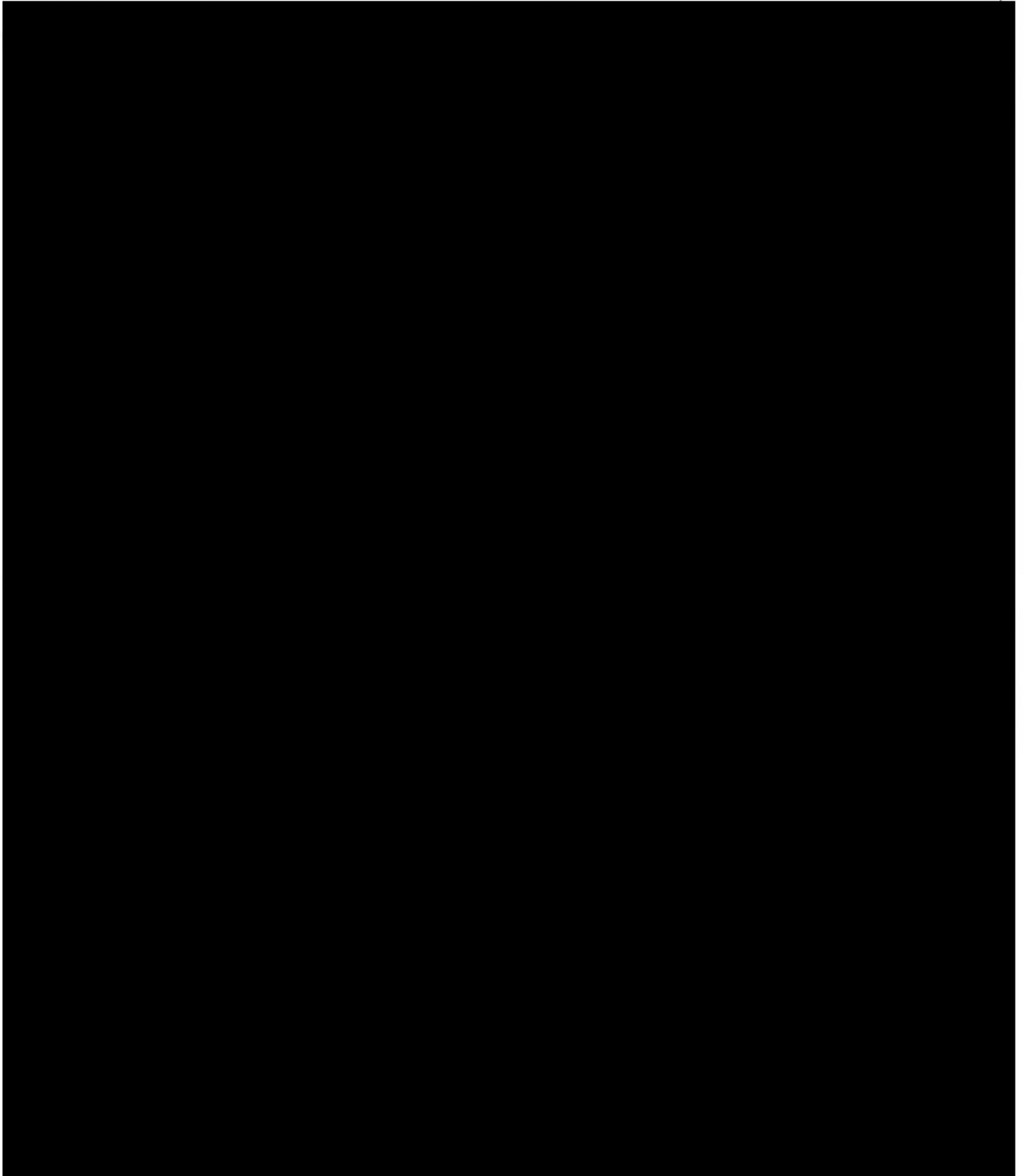
NDEP 000055











Nathaniel Seltenreich Timeline

March 4, 2011	Nathaniel Seltenreich took Utah Wastewater Grade III examination. He did not pass.
April 2011	Seltenreich reviewed his Utah Wastewater Grade III examination in Utah office.
May 9, 2011	Seltenreich completed Certification Pay Employee Attestation form to request Certification Pay. Only Grade III and above eligible for certification pay. Not discovered until documents initiating this investigation were discovered.
May 17, 2011	Seltenreich took Nevada Wastewater Grade III examination. He passed with a 75.
December 2, 2011	Seltenreich took Utah Wastewater Grade IV examination. He did not pass.
January 31, 2011	Paul Krauth brought Utah Wastewater Grade IV examination booklet and scantrons to Las Vegas and allowed Seltenreich to review unsupervised. Upon his return to the office, notified staff two Grade IV examination booklets were missing, at which time ABC was also notified. Nevada was not notified.
February 23, 2012	Seltenreich took Nevada Wastewater Grade IV examination. He passed with a 91.
April 24, 2012	Nevada Board of Certification for Wastewater Treatment Plant Operators invalidated Seltenreich's Grade IV exam.
April 27, 2012	Letter mailed to Seltenreich to provide notification of invalidated Grade IV.
February 22, 2016	Seltenreich took Nevada Wastewater Grade IV examination. He did not pass. Score 64.
September 6, 2017	Documents discovered in Process Laboratory. Items discovered included photos of Utah Wastewater Treatment Class III Exam and graded scantron; typed document with Grade IV questions (questions 8 – 100); various study materials available on internet; personal documents belonging to Seltenreich.
September 11, 2017	Human Resources contacted to begin investigation.
September 12, 2017	Confirmed Grade III examination photos were of Seltenreich's Utah exam, including dates Seltenreich's tests and Mr. Krauth's visit to Las Vegas.
October 2, 2017	Investigation interviews began.
October 17, 2017	Investigation concluded.

ATTACHMENT B:

Confidential Information - for NWEA Certification Board use only

Nate Seltenreich certification history

Scores sourced by NDEP permanent files unless otherwise indicated

Date	Grade	Results	Score	State	Comments
3/12/2009	1	passed	75	NV	
8/28/2009	1			NV	OIT upgraded to full Grade 1
11/24/2010	2	passed	75	NV	
3/4/2011	3	failed	60	UT	Utah DEP email provided score
4/7/2011	3			UT	Nate reviewed Grade 3
5/9/2011	3	passed	75	NV	
12/2/2011	4	failed	63	UT	Score from ABC records, in letter
1/31/2012					Nate reviewed Grade 4
2/23/2012	4	passed	91	NV	
4/27/2012				NV	Grade 4 Invalidated due to note taking
4/6/2013	3	renewal		NV	
5/28/2015	3	renewal		NV	Code of Conduct statement signed
2/22/2016	4	failed	64	NV	
5/17/2017	3	renewal		NV	Code of Conduct statement signed

ATTACHMENT C:

November 16, 2017

Via E-mail

Adrian Edwards, Chairman
Nevada Water Environment Association Certification Board
[Adrian.edwards@cityofhenderson.com]

RE: Association of Boards of Certification – Letter in support of certification revocation related to Nathaniel Seltenreich

Dear Mr. Edwards:

We are writing in supplement to the Clark County Water Reclamation District's ("District") October 30, 2017 letter regarding the District's discovery of apparent misuse of operator certification exam materials and in support of the certification revocation related to Nathaniel Seltenreich.

As you are likely aware, the Association of Boards of Certification ("ABC") is an association of nearly 100 water and wastewater operator certifying authorities in North America, providing validated, standardized certification exams and *customized* exam services (hereinafter the "ABC Exams"). The ABC Exams are administered by more than 70 certification programs, including the Nevada Water Environment Association ("NWEA") and the Utah Division of Environmental Quality's Wastewater Operator Certification Program ("UT DEQ").

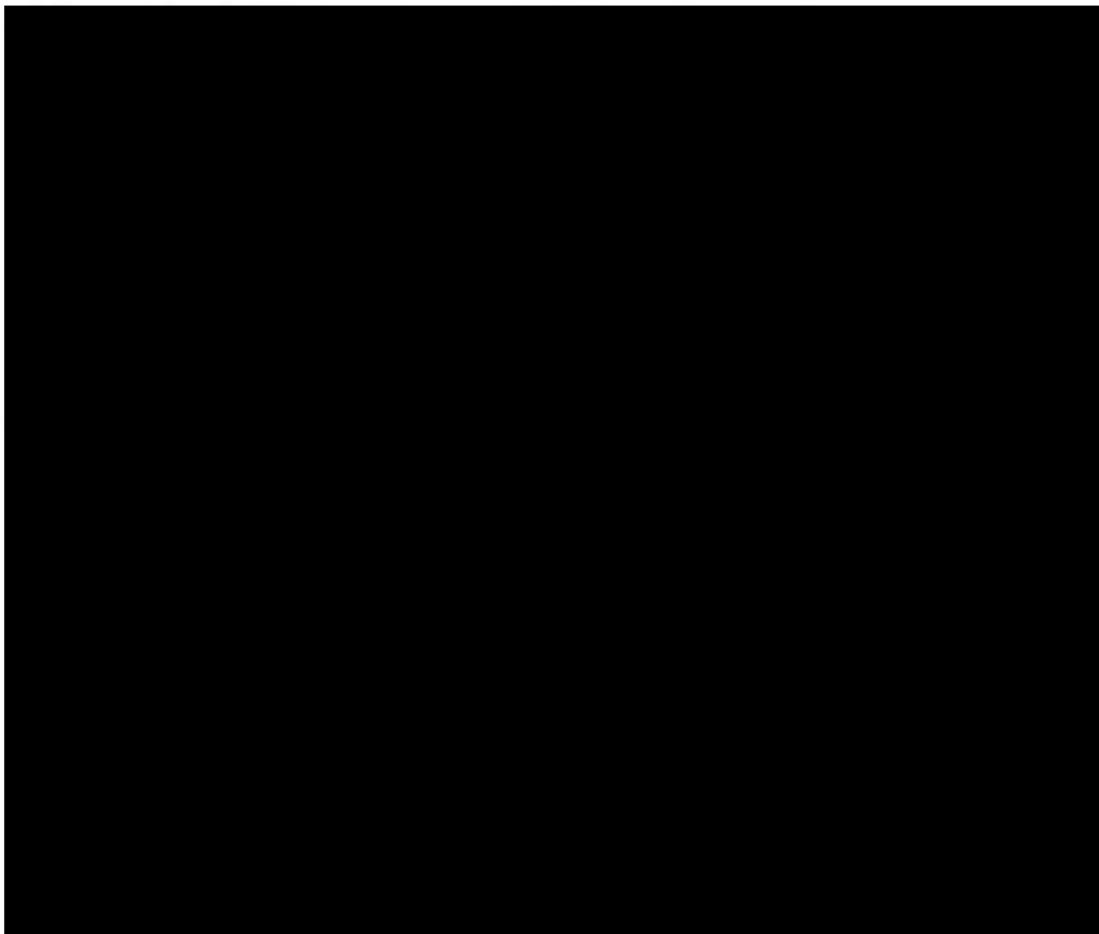
ABC invests substantial time and effort in ensuring the validity of its exam content, and takes the integrity, security, and intellectual property of the exams seriously. Concerted measures are taken to ensure the confidentiality and rigor of the ABC Exams, and ABC has registered copyrights on these exam materials (Certificates of Registration for the ABC Exams attached as Exhibit A). Further, the ABC Exams exist to protect not only a particular state's water supply, but the water supply of the entire nation. Given the importance of such exams, upon receipt of the District's letter, ABC commenced its own investigation to confirm whether the documents provided and labeled as A-1 through A-24 by the District are ABC Exams.

ABC's investigation confirmed UT DEQ's identification of the materials included in A-1 through A-6 to be photographs of ABC Exam SUT1931S, an ABC standardized wastewater treatment operator certification class III exam administered by UT DEQ, and a Scantron answer sheet with responses matching those recorded under Nathaniel Seltenreich's name when scored by ABC with a score of 60% in March of 2011. UT DEQ has stated that additional marks made by UT DEQ on the Scantron answer sheet included in the photographs confirm the answer sheet to be Mr. Seltenreich's. UT DEQ has further confirmed that Mr. Seltenreich had access to the test book and answer sheet included in the photographs of A-1 through A-6 during a review in April 2011.

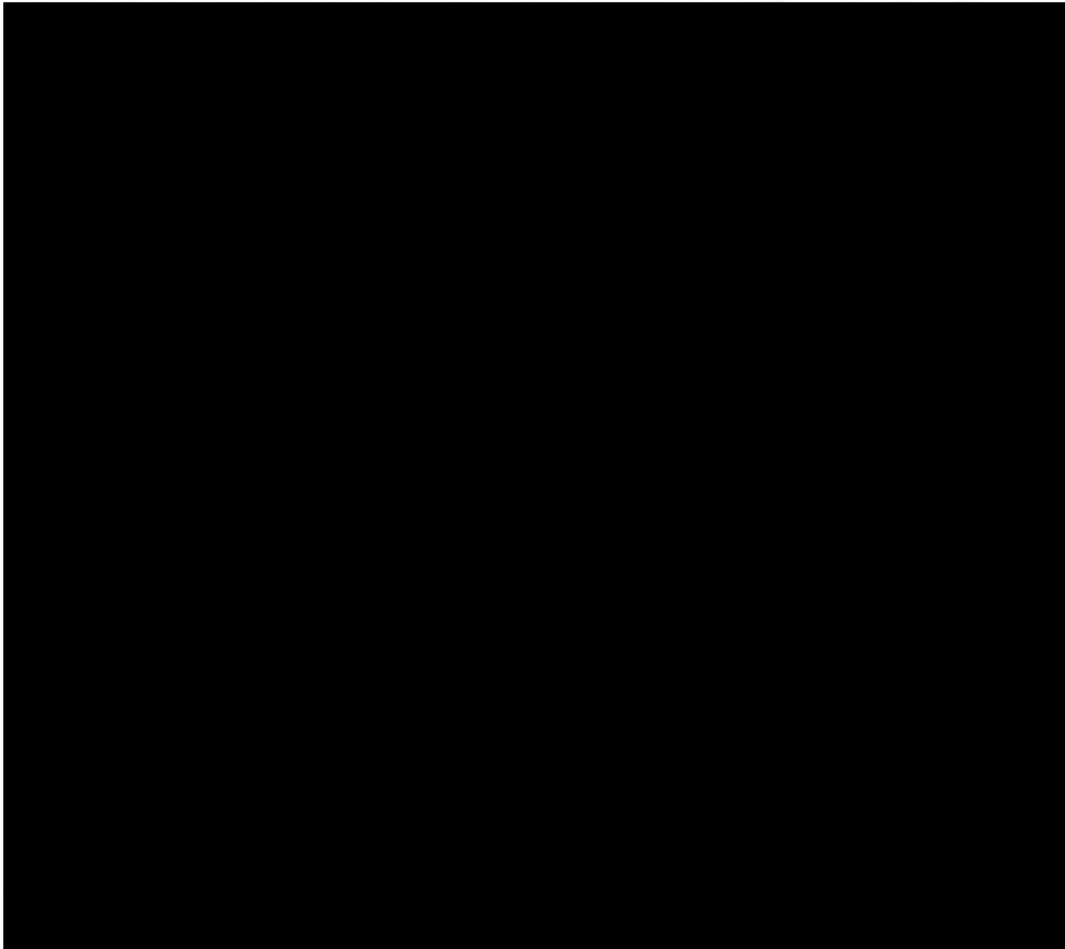
ABC Exam SUT1931S shares 22 of its test questions with ABC Exam SNV1731S, an older ABC standardized wastewater treatment operator certification class III exam, which Mr. Seltenreich completed through NWEA's certification program. Though the District noted a test date of May 17, 2011, the exam was administered by ABC's computer-based test administrator PSI Services LLC ("PSI"), known at the time as Applied Measurement Professionals, on May 9, 2011. A score of 75% was issued at that time.

Additionally, ABC's investigation confirmed the materials included in A-7 through A-24 to be nearly identical reproductions of the content of ABC Exam SUTN142M as re-printed from ABC's current database on November 7, 2017. A-7 through A-24 include test questions prefixed by numbers 8-14, 16-89, and 91-100 which exactly match ABC Exam SUTN142M's numbering for identical or nearly identical test questions. Differences between ABC Exam SUTN142M and the corresponding content in A-7 through A-24 are insignificant and include the omission of some periods, occasional abbreviation of "temperature" to "temp," and rare omission of a single distractor (incorrect response option). In all but two cases, the response options indicated in red in A-7 through A-24 correspond to correct answers keyed for ABC Exam SUTN142M.

As examples, two copyrighted ABC Exam questions included on ABC Exam SUTN142M are:



The following questions appear in A-7 and A-23, respectively:



ABC Exam SUTN142M is a modified-standardized exam wastewater treatment operator certification class IV exam that was administered exclusively by UT DEQ. A score of 63% on this exam was recorded for Nathaniel Seltenreich by ABC in December of 2011. UT DEQ has confirmed that Mr. Seltenreich had access to an ABC Exam SUTN142M test book and his completed answer sheet with correct answers marked by UT DEQ during a subsequent review, and that the test book accessed by Mr. Seltenreich during this event did not return from the review. It is ABC's understanding that this review occurred at a TGI Friday's restaurant and was not closely supervised by UT DEQ staff.

ABC Exam SUTN142M shares 98% of its test questions with ABC Exam SNV1942S, an ABC standardized wastewater treatment operator certification class IV exam which Mr. Seltenreich completed through NWEA's certification program via PSI on February 23, 2012 with a score of 91%. Despite its substantial similarity to ABC Exam SNV1942S, the differing items included on ABC Exam SUTN142M and ABC Exam SUTN142M's unique item sequence match ABC Exam SUTN142M to the content of A-7 through A-24.

Therefore, based on our findings, ABC is confident that there is sufficient evidence to support the NWEA's invalidation of Mr. Seltenreich's wastewater treatment grade III exam score, and for the NWEA to pursue any further action related to Mr. Seltenreich's wastewater certification, including but not limited to revocation of certification. Through his actions, Mr. Seltenreich, has attacked the integrity of ABC's proprietary information, and the ABC Exams, themselves. Accordingly, ABC strongly supports any such action by NWEA, and in fact, such action by NWEA is essential to ABC's efforts to protect ABC's proprietary information.

Additionally, based on Mr. Seltenreich's actions, ABC will pursue all available legal remedies available to it against Mr. Seltenreich.

Please contact the undersigned if you require any additional information.

Sincerely,



Paul D. Bishop, CAE
President & Chief Executive Officer

Enclosures

Cc: Clark County Water Reclamation District (Attn: TMinwegen@cleanwaterteam.com, email address)
Bureau of Water Pollution Control, Nevada Division of Environmental Protection (Attn: jmaez@ndep.nv.gov, email address)
Utah Division of Environmental Quality Wastewater Operator Certification Program (Attn: jetherington@utah.gov, email address)

ATTACHMENT D:

Adrian Edwards: Did you have a way of making a copy?

Ashley J. PA: Mm-hmm (affirmative). Yeah.

Adrian Edwards: Okay. We start?

Ashley J. PA: Yep. It's on.

Adrian Edwards: Okay. All right. I just have a brief introductory statement to read and we'll get started here. Today is December 12th, 2017. The time is 1:32 PM. We're here at the NDEP offices in Las Vegas on East Flamingo, and we have a video conference with the NDEP office in Carson City. I'll let everybody introduce themselves here in a second.

Adrian Edwards: I just want to thank everyone for coming. Before we start, I wanted to let everybody know that we're gonna be audio recording this meeting, if you can make sure you don't just nod or shake your head or make gestures. We can't get that down. Also, if we can not talk over each other, I'll try to moderate that to make sure that we don't do that. It'll make the transcription a lot easier to go down. Okay?

Adrian Edwards: We'll start off by introducing everyone who's here, and maybe their roles as we go around. I'm Adrian Edwards. I'm the certification board chairman for NWEA.

John Solvie: John Solvie, certification board member.

Joe Crimm: I'm Joe [Kram 00:01:29]. I'm on the certification board also.

Nikita L.: [inaudible 00:01:31].

Terri Svetich: I'm Terri Svetich. I'm the past president for NWEA. I'm representing NWEA here today.

Rick Warner: Likewise. Agent Rick Warner, past president of NWEA. Past president of [inaudible 00:01:50] today.

Joe Carter: Joe Carter. I'm the certification board.

Katrina Pasqual: I'm Katrina Pasqual from NDEP. I'm an observer.

Adrian Edwards: Okay. Nate?

Nate Seltenreich: Nate Seltenreich. Operator with Clark County.

Dan Grillett: Dan Grillett, representing Nate with Local 1107.

Adrian Edwards: Okay. We should probably address that right away. You're here, Dan, as a representation from the union?

Dan Grillett: Yes.

Adrian Edwards: Okay. You understand that this isn't really a union issue?

Dan Grillett: I totally understand, but Hawaiian Garden rights are clear. If the individual feels that any discipline could ensue from any meeting, they're entitled to needing representation.

Adrian Edwards: Okay. This doesn't ... We're not here ... Obviously, nobody here is from Clark County Water Reclamation District, and we don't have the authority to do anything with his employment. But yeah, you're welcome to have him sit in if you'd like.

Dan Grillett: Thank you.

Adrian Edwards: Okay. Okay. Any other questions before we get started? Okay. I'm going to lead the meeting. All right, so I'm glad you said your last name. Seltenreich?

Nate Seltenreich: Seltenreich, yes.

Adrian Edwards: Seltenreich. Okay. "Mr. Seltenreich"? Or can I call you "Nate"?

Nate Seltenreich: What you prefer. It doesn't matter to me.

Adrian Edwards: It's a little easier to say "Nate". I'm Adrian. You can call me on a first name basis. I think you've got an idea of why we're here today. We're here today to talk about some documents that were found in your work area at the Clark County Water Reclamation District. We wanted to talk about that, and just your certification experience and history in general. Tell us about how you started with your grade one and grade two certifications. Did you take those on a computer, in writing? How did those go?

Nate Seltenreich: To be honest, it was a long time ago. I believe I took most of them by computer. I don't recall if my one or two ... I believe my two was on the computer. The one, I don't remember. I don't remember if it was computer or written.

Adrian Edwards: Then, those were all here in Nevada?

Nate Seltenreich: That's correct. First-time pass.

Adrian Edwards: Then the grade three, you did a little bit different?

Nate Seltenreich: Correct.

Adrian Edwards: How was that? Tell us about that.

Nate Seltenreich: I took my test in Utah initially. I didn't pass in Utah. I didn't too bad, but not enough to pass. Came back to Nevada, took my test, and passed.

Adrian Edwards: What made you go to Utah?

Nate Seltenreich: I can test earlier than I could in Nevada.

Adrian Edwards: Okay. Do you remember how much experience you had when you tested for the three?

Nate Seltenreich: Well, the problem with Nevada, they don't count my military time. I only get a maximum of six months, so I don't remember what the total time was that I had to [inaudible 00:05:15]. I'm sure it exceeded the amount required, I know that. I signed off on that certified [inaudible 00:05:21].

Adrian Edwards: Okay, so they were gonna let you take certification for the full grade three?

Nate Seltenreich: Correct.

Adrian Edwards: Okay. But you weren't planning on working up in Utah?

Nate Seltenreich: No, because at the time, they had reciprocity. I was hoping to pass this the first time like I did with my one and two, but I was trying to get ahead of the game so that I wouldn't have to worry about it once it came time. I was just trying to get ahead.

Adrian Edwards: Utah offers the chance to review the test as well, after you take it?

Nate Seltenreich: That's correct.

Adrian Edwards: Did that have anything to do with you going up there, or was it just completely [crosstalk 00:06:13]?

Nate Seltenreich: I didn't even know about that prior to signing up for it.

Adrian Edwards: Okay. It was only after?

Nate Seltenreich: It was only after.

Adrian Edwards: Okay. Did you take advantage of that and review your test?

Nate Seltenreich: I did in Utah, yes.

Adrian Edwards: Okay. You said, I'm sorry, the grade three you took in Utah the first time, you didn't pass.

Nate Seltenreich: I didn't pass. I came down to pass it here.

Adrian Edwards: As far as the review, you did a review-

Nate Seltenreich: I did do a review. Yes.

Adrian Edwards: Tell us about that. Did you have to go up there? What was-

Nate Seltenreich: I had to drive up there. I don't remember the location of where it was. It was in a little room. You fit everybody that took the test that didn't pass, that wanted to take advantage of the review session, and all of us were crammed into that one little room. I don't recall how many people were there, but it was a significant amount.

Adrian Edwards: Like 10, 15?

Nate Seltenreich: To be honest, I could have been anywhere between 10 to 30. I don't remember.

Adrian Edwards: Okay. A bunch of people in the room. How did that work, because I've never done that before, that review, taken that test. Walk in, "Hey, I'm here to review my test." "Okay, go into that room there."

Nate Seltenreich: It's a long time ago. I don't remember the process of getting in there and doing anything. You're talking, what, eight years ago?

Adrian Edwards: Yeah.

Nate Seltenreich: Yeah, I don't remember how it all worked out. I just remember that I did go up there to review.

Adrian Edwards: Okay. They have somebody helping you? I talked to somebody from Utah, and they said, "Oh, the idea is, if you get a math question wrong, you can come down and see what the question was and see what you answered, and get a scratch paper and write down and do the math over again."

Nate Seltenreich: That wasn't the way it was explained, and that's not the way that went down. Individuals asked if they could take notes. Everybody there was taking notes. I took notes as well. That's it.

Adrian Edwards: Okay. Nobody there helping you?

Nate Seltenreich: We had Paul Krauth there, but he wasn't answering any questions. He was just sitting there, pass them out. I guess watching people. That's it.

Adrian Edwards: Okay. How long did they give you to do that?

Nate Seltenreich: I don't recall. I have no idea.

John Solvie: Could you take your notes with you, or ... ?

Nate Seltenreich: He didn't express one way or another, so I don't know.

Adrian Edwards: Didn't know if you were allowed to, or ... ?

Nate Seltenreich: Well, no, because I showed him my notes on the essay and said, "Thank you for the day," when it was time, we completed. Because I had a pad of paper. I said, "Thank you very much for letting me have the opportunity, and I left."

Adrian Edwards: Showed him the notes, and then you left?

Nate Seltenreich: Absolutely.

Adrian Edwards: With the notes?

Nate Seltenreich: I did.

Adrian Edwards: Okay. Was Paul the only one there for Utah?

Nate Seltenreich: As a representative, yes. One of the reviews, his mom was actually there as well. I don't recall which one.

Dan Grillett: His mom?

Nate Seltenreich: His mom. She's an elderly lady. She happened to be there as well. That's all I could remember. That's why I remember her so vividly. She liked to ramble.

Adrian Edwards: That would be unusual for sure to have somebody's mom. She must have just been in town or something.

Nate Seltenreich: Very easily [inaudible 00:10:19].

Adrian Edwards: What did they give you when you go in? You mentioned you had a booklet to write down some notes.

Nate Seltenreich: I had a notepad, and the only thing they gave me was, I believe, my test book and answer sheet. That was it.

Adrian Edwards: Okay. Then at the end of that, you mentioned that you showed him the notes, and you left those but you gave him back the-

Nate Seltenreich: Initially, I left the book, the test book itself, on the table. Didn't know what to do with it, and to leave, you had to turn in the test, so I gave it back to the table, which was just walking basically 14 feet, and turning to grab it.

Adrian Edwards: Okay. Paul have like a checklist or anything? He like check you off, or he just kind of ... "Nobody leaves until they give this stuff back?"

Nate Seltenreich: I don't remember. I just know that I was told that I needed to turn in my booklet so I had to go back to the table where I left it, and it directly to him the exact sequence of events [inaudible 00:12:09].

Adrian Edwards: Okay. The booklet and the score sheet?

Nate Seltenreich: Correct.

Adrian Edwards: Okay. You've taken some of the former AMP, now PSI is the computerized testing?

John Solvie: Yeah. It's all the same company. PSI, AMP.

Adrian Edwards: Right. You've taken the computerized test here in Nevada?

Nate Seltenreich: Yes. My three [crosstalk 00:12:41].

Adrian Edwards: [inaudible 00:12:43] officer.

John Solvie: H&R Block.

Nate Seltenreich: H&R Block. Correct.

Adrian Edwards: Okay, and when you go in there, they make you put your phone and everything in a bag.

Nate Seltenreich: They strip you down, basically, and even pat you down to make sure you don't have any material. No watches, no phones, no ... Unless they're reading glasses. Not even sunglasses. [inaudible 00:13:03].

Adrian Edwards: Going back to that grade three review, did Paul have any similar type of thing, or it's just, "Come on in."

Nate Seltenreich: It's just, "Come on in. Everybody's welcome."

Adrian Edwards: All right. Did you have a phone back then that you'd take around with you?

Nate Seltenreich: Probably but-

Nate Seltenreich: Eight years ago, probably had a cell phone.

Nate Seltenreich: Probably a flip-up phone or something. I've upgraded since, but I don't remember which one I had, or what material I even had on me when I went in there.

Adrian Edwards: Okay.

Nate Seltenreich: Other than my book and a pen to take notes.

Adrian Edwards: Okay. Did you go up with other people from the County, or did you guys carpool, or ... ?

Nate Seltenreich: I think I went up by myself for that one. I believe so. I'm not positive, so I don't remember. Again, it's eight years ago.

Adrian Edwards: Sure. Do you remember if you took that test at the same time as other people?

Nate Seltenreich: I did, I believe. I took the test with two others, I believe, from the County.

Adrian Edwards: Okay. Let's move on and talk about the grade four certification test. You did that the same way, right? Went up to Utah to take it the first time?

Nate Seltenreich: Correct.

Adrian Edwards: How was that? Did you go up to St. George?

Nate Seltenreich: I don't remember if it was the same place, but it was in St. George, I believe. Yeah. I took the test up there again. I don't remember if I was with anybody else on that one, either.

Adrian Edwards: Okay.

Nate Seltenreich: But I did go up there.

Adrian Edwards: Same reason? Just because they-

Nate Seltenreich: Early. I could take it almost ... I think it was nine months earlier or six months earlier than I could take it here in Nevada.

Adrian Edwards: Okay. That was the same way? You didn't pass that one, so you ...

Nate Seltenreich: I had a study session with him, and it was the same old scenario.

Adrian Edwards: Okay. I've heard different things about that review session. It might have happened in Vegas, and not up in St. George.

Nate Seltenreich: That, I don't remember. I couldn't even tell you where it was at, but I do remember having a study session.

Adrian Edwards: Okay. What do you remember about that? Like a room full of people?

Nate Seltenreich: I do remember a lot of people being around. I don't remember much about who was around me because I don't think I had a study ... I don't think I went up there to study with anybody as well from Clark County, so ...

Adrian Edwards: I'll just throw it out there. Does TGI Friday's sound familiar? What I've heard was that-

Nate Seltenreich: I don't remember.

Adrian Edwards: ... that Paul happened to be in town and said, "Hey, I'm coming down to Vegas anyway. I'll let you guys review your tests."

Nate Seltenreich: I won't rule it out. But again, I can't give a definitive answer one way or another because I truly do not recall that study session at all.

John Solvie: Do you have no recollection whatsoever of reviewing the grade four?

Nate Seltenreich: Sorry, man. It was, again, like seven years ago?

John Solvie: But you do remember doing the grade three?

Nate Seltenreich: I do. Maybe it's because of the drive. I don't know. I left from there to go on a vacation to my cabin up in Utah. I think that's why I remember it most. It was the first trip there.

Joe Carter: What review did he have his mom at Because you said you've done two reviews, and you review the one with the mother. Which one was that?

Nate Seltenreich: That was the grade three.

Adrian Edwards: Okay, so you don't remember being in that same room for two different reviews?

Nate Seltenreich: No, I know it was a different location. One of them was by.... I don't know which one it was, but one of them was by like a farm or something like that, or a firehouse. I don't remember which one it was.

Adrian Edwards: All right. We'll go back to the grade three here for a second. These are the documents that Clark County Water Rec gave to us. They said they were found in a desk that was your primary work station?

Nate Seltenreich: I work in the area. It's a common area, but yes. That's what they told me as well. I told them I don't know. There was other material with this when they talked to me. I told them that the other material I had accumulated through multiple tests, getting people to explain an answer, to have an answer after the test, and then just compiling everything. It was just to help everybody study, and it was a group. These pictures, I don't know how these came out of that drawer.

Adrian Edwards: Okay. But you use that area as well as other people?

Nate Seltenreich: Yes, it's a common area.

Adrian Edwards: Okay. Not secure or anything like that?

Nate Seltenreich: No. Just an AG key, which pretty much everybody has access to, anybody that works in the plant.

Adrian Edwards: A what? I'm sorry?

Adrian Edwards: An AG key. It's a general key. It's a-

Dan Grillett: It's an all-purpose key that every operator and mechanic has into that space.

Adrian Edwards: Oh for like the building?

Dan Grillett: The building, correct.

Adrian Edwards: Okay. Yeah, there were other documents found with this. I've got some of the other ones, but just to concentrate on these for a second. These, and the other documents, were found in that drawer, from what I understand, face-down with a bunch of other stuff that was ... Some of it was printed out emails. Some of it was like from something like a CSN math quiz. I've got the list of them, but ...

Nate Seltenreich: I don't know if it was face-down or up or ... It was in a drawer.

Adrian Edwards: Okay.

Nate Seltenreich: With the exception of that, I admitted that the questions that I had there, I accumulated through time in my study sessions to compile everything.

Adrian Edwards: That's these guys, probably, I gather.

Nate Seltenreich: [inaudible 00:22:00 Nate reviewing the paperwork form CCWRD]. I didn't memorize them all so I don't know, but it could be, yes.

John Solvie: Just so I understand, what you're saying is, what Utah has identified as your Scantron and your test book, you're saying you don't know how that go into your drawer at work?

Nate Seltenreich: I told my HR as well that I have no idea how that got in there. I have my study sheets, yes. But that, I don't know how that got in there, and I don't know where it was [inaudible 00:22:42] to there. If it was on top or bottom or in the middle somewhere, I have no idea. I have no recollection or idea how that got into my stack that I had in that drawer.

Adrian Edwards: By your study sheets, you're talking about these typed sheets, or other stuff?

Nate Seltenreich: Yeah, sure. I had a lot of questions that were just for studying [inaudible 00:23:07] developed over the years. From others and myself, and just compiled a bunch of data together.

Adrian Edwards: That included, these are a part of their study materials?

Nate Seltenreich: Like I said, I don't remember everything that was in that book. I didn't memorize the whole thing. I didn't memorize anything. It was just like a reference, so I don't know for sure if that was a part of it. It could be, yes, but to recollect everything that was in there this long ago, I have no idea.

Adrian Edwards: Okay. Well, this was just brought to our attention a month and a half ago, or two months ago, something like that. The end of October.

Nate Seltenreich: Okay.

Adrian Edwards: The County's represented. These were two of the things that were found in that drawer.

Nate Seltenreich: Okay.

Adrian Edwards: They talked to you about. What John was talking about was these pictures of a couple of distinguishing marks on them. There's a hand-written "60%", and then obviously there's the markings of the correct ones, and then some slashes where things were wrong.

Nate Seltenreich: Right.

Adrian Edwards: We asked Utah about that and where that could have come from because obviously, they were concerned because it's a Utah Waste Water Treatment class three exam on the top.

Nate Seltenreich: Okay.

Adrian Edwards: They looked at, they pulled their files. They keep these Scantrons for a long time. They pulled their files from all grade threes that had 60%, and they said that the markings, the answers ... Like number 21 was marked "D", 22, "A", et cetera.

Nate Seltenreich: Mm-hmm (affirmative).

Adrian Edwards: That all those marks, lined up with the test that you took, the grade three that you took and didn't pass, and you got a 60% on it.

Nate Seltenreich: Okay.

Adrian Edwards: That obviously is a big question for us because the picture appears to be Scantron sitting on top of a booklet, so that you can see a question and then the answer sheets that would go along with it.

Nate Seltenreich: Okay.

Adrian Edwards: The obvious question is, you don't recognize that as being yours?

Nate Seltenreich: No. I don't believe I even had a phone capable of taking pictures of it. Don't know for sure. I don't know any other resource I would have to be able to take these pictures. We had the proctor in there, watching the whole time. Why would I do that when I'm taking notes?

Adrian Edwards: In that review of the three, did you sit with your people from Clark County Water Rec that were sitting with you?

Nate Seltenreich: I don't remember if I went [inaudible 00:26:34] with anybody from Clark County.

Adrian Edwards: Do you think they-

Nate Seltenreich: I believe I said I didn't go up there. I believe I said I went up by myself.

Adrian Edwards: Oh, sorry. I have two other who took the test, too. I mis-read my notes. You don't think that reasonably there's a way that anybody else from Clark County could have taken a picture of your Scantron and test booklet?

Nate Seltenreich: I have no idea. I'm not gonna try to speculate somebody else's actions. I have no idea. I just know it wasn't my actions.

Adrian Edwards: There were some things in that drawer from a CNS math class, too. Did you take a math class, too?

Nate Seltenreich: I've never taken the CSN math class.

Adrian Edwards: Okay.

Nate Seltenreich: I've never taken any form of class in any atmosphere for [inaudible 00:27:48].

Adrian Edwards: Are you good at math in general?

Nate Seltenreich: Typically.

Terri Svetich: Excuse me, Adrian?

Adrian Edwards: Yes?

Terri Svetich: I think it kind of cut out for a moment. Was the question to Nate whether he had taken a math class, and he had not taken a math class for certification?

Adrian Edwards: Correct. You heard correctly.

Terri Svetich: Okay. Thank you. All right. Thank you.

Adrian Edwards: What about like chlorine and chlorinators? Have you ever worked with those before?

Nate Seltenreich: I've never taken a class. I work with chlorine for my client.

Adrian Edwards: You have?

Nate Seltenreich: Yes, but I think we have [inaudible 00:28:46] water, which is water that we chlorinate.

Adrian Edwards: I'm not talking hypochlorite. I'm talking about the chlorine gas, the chlorinators and evaporators and all that

Nate Seltenreich: Just from whatever [inaudible 00:28:59].

Adrian Edwards: Okay.

Nate Seltenreich: That's the only knowledge I have of this.

Adrian Edwards: Okay.

Adrian Edwards: But talk about your other experience, too.

Nate Seltenreich: Well, my military experience, I didn't work with chlorinators because membranes are hard. One of the drinking waters, I typically ... It would turn non-potable water to potable water, no matter what the standard was prior.

Adrian Edwards: You don't work with digestors there either?

Nate Seltenreich: No. I know the city had digestors, but ...

Adrian Edwards: Okay, so let's talk about the typed questions that Clark County gave to us, and said that they were in that same drawer with all the rest of the stuff. Those, you're saying, were ... Explain that again how you accumulated those?

Nate Seltenreich: Most of those questions that were on there, were stuff that I accumulated from either my study sessions, or from individuals coming back with questions that they remembered on their tests that they took.

Nate Seltenreich: Some questions were written down also from [inaudible 00:30:56] Roy CEU.

John Solvie: From where?

Nate Seltenreich: Roy CEU.

Adrian Edwards: Okay.

Nate Seltenreich: It's not even a course. They just have practice questions that you can take, and the ones that were pertinent.

John Solvie: You're saying some of these questions are from Roy's CEU?

Nate Seltenreich: I don't know if those ones specifically are, but some of the questions that I have in there are from Roy's CEU.

John Solvie: Okay.

Adrian Edwards: There were other people from Clark County who contributed to that?

Nate Seltenreich: I don't know who, but anybody that took a test, I would try to get questions from them that they remembered throughout the time, as other people did prior to me. We just did everything together and put it together.

Adrian Edwards: Strictly Clark County people?

Nate Seltenreich: I don't recall. I know other people from other plants, too, so it's a possibility, but I'm not gonna say, "Yes, [inaudible 00:32:01]."

Adrian Edwards: Okay. Probably mostly Clark County because those are the guys you work with?

Nate Seltenreich: I'd assume.

Adrian Edwards: Over what period of time would you say? How long has it taken you to accumulate this, like give or take 90 questions?

Nate Seltenreich: I don't know what all was there, and what all I did myself. I don't know, and I don't know the duration that it took. We're talking a long time ago, and I haven't looked at anything in years, so I really don't know.

Adrian Edwards: Some of these may have been there before you started?

Nate Seltenreich: It could have. It's a common area, so it might have just got shuffled in with the paperwork. It looked like it was get everything, all the papers together, and put them all in one pot. I don't know what all ... I don't have a photographic memory. I can't remember everything I've seen. I can remember some, but I don't know what all was there. What I contributed to, what other people did.

Joe Carter: Did you use this material to study for the last test you took?

Nate Seltenreich: The last test I took being what?

Joe Carter: Last year? Didn't you take a test last year?

Nate Seltenreich: I did take a grade four last year. No. Like I said, I haven't seen this material in years.

John Solvie: How many of those questions would you say were yours, you wrote down?

Nate Seltenreich: I would be speculating, and I prefer not to do that in this environment.

Dan Grillett: I know we're focusing on Utah here. Why is Nevada so concerned about Utah's stuff? You guys provide your own test, and you recently changed your format as well, haven't you?

Adrian Edwards: We share ABC as a common test provider.

Nate Seltenreich: Now, taking my test, I'm not allowed any material going in to take my test. Why are we worried about anything else that might have been in this whatever packet? Again, I said I don't have a photographic memory. There's no more I can memorize.

John Solvie: I think we'll be getting more into that as we traverse into the code of conduct. We haven't gotten to that portion yet.

John Solvie: Yeah. That may be more applicable. I'm just asking the questions.

Nate Seltenreich: [crosstalk 00:35:19] half-hour.

Adrian Edwards: It doesn't say on this [crosstalk 00:35:26].

Adrian Edwards: I don't think it's a half-hour.

John Solvie: I just want to make sure we are understanding well, because it's in everyone's best interest, including yours. But you said you don't have a photographic memory. Yet we're looking at 90 questions that are on the same test booklet that you took off of grade four, each question numbered according to the number in the test booklet, and each question transcribed word for word, including every single distractor word for word for 90 questions. You're saying you and others have walked out of the test and transcribed 90% of the test, by question, word for word including the distractors?

Nate Seltenreich: One test? Is it possible?

John Solvie: That's what we're looking at right here, and that's why we're talking.

Nate Seltenreich: Okay.

John Solvie: That's what we're asking, and you're saying you don't have a photographic memory. You can't write all that down-

Nate Seltenreich: I think your memory's short-term, not long-term. [inaudible 00:36:40].

Nate Seltenreich: I also did say that I had the opportunity to take notes as well.

Adrian Edwards: Did you write down specific questions?

Nate Seltenreich: Well, I don't know what I did, what I wrote down. I just know that I wrote down enough material that I can study with.

Adrian Edwards: You obviously didn't, probably didn't write down ... I didn't count them but that's 15, 20 sheets worth of ... That's typewritten, so handwriting could be smaller or bigger, but that's a lot of writing to do.

Nate Seltenreich: How long? I don't remember how long we had per study session. I know I was there for a while.

Adrian Edwards: You're talking the review that you remember was for the grade three?

Nate Seltenreich: I know I was there for a while for both of them. I just don't remember the location before that time.

Adrian Edwards: Okay. In the course of reviewing the four, you might have written down specific questions?

Nate Seltenreich: There's a possibility. Again, I don't remember what I wrote down but there's a possibility it was.

Adrian Edwards: On question 53 here, there's some math being worked out. Is that your writing on that?

Nate Seltenreich: If you had handwriting words and stuff I could tell you, but numbers, I don't know.

Adrian Edwards: Yeah. I know sometimes you can tell if you make a funny seven or a funny four or something like that. Can't tell?

Nate Seltenreich: I don't know.

Adrian Edwards: Okay. In your contributions to this work product, did you type up some of this stuff, or was it like a Word file that you guys had on a common computer, and everybody kind of typed in?

Nate Seltenreich: I don't remember. I just know that there was things loose here and there, and I just compiled everything [inaudible 00:39:25].

John Solvie: You're not aware of any Word document or anything that this was picked up on and saved somewhere?

Nate Seltenreich: Not that I'm aware of, no.

Adrian Edwards: How many people would you say, rough estimate, would have access to that desk?

Dan Grillett: I could answer that. I just counted heads. There's approximately 33 in operations staff. Maintenance staff is at least 15 to 20.

Nate Seltenreich: Electricians.

Dan Grillett: Electricians is another probably five. Instrumentation is four.

Nate Seltenreich: [crosstalk 00:40:16].

Dan Grillett: Facilities would be at least four more. It's a good number of people, not to mention anybody from management or security or anything. The AG key gets you into that room, and it's the most common key, and if you can recall from your stint there, it is AWT lab. Does that ring a bell? We used to do phosphorous testing, ammonia testing in a little lab, it's in the filter building. It's one of the rooms in the filter building. That's the room in question, the AWT filter building.

Adrian Edwards: Okay. On the north side of the building.

Dan Grillett: Yeah. Okay. I don't think it's north. I think it's west, but it's always confusion, but I know what you're thinking.

Adrian Edwards: Same building as the ... There's the number one and number two pumps in that same building?

Dan Grillett: Yeah, but they're not there now. But in your day, yes.

Adrian Edwards: I got the building. Okay. My memory's not completely [crosstalk 00:41:13].

Dan Grillett: Fine.

Adrian Edwards: Okay. Is that part of the plant still active, or is that shut down?

Dan Grillett: Water just passes through to get to the filters. It comes straight from the head works, straight past all the [inaudible 00:41:27] basins and goes straight to filtration, and some of it gets cut off to go to membrane ozone, and then put back in for disinfection and discharge. That helps.

Adrian Edwards: Okay.

Dan Grillett: ARM is all down. Flock is all down. Even the clarifiers, they're used occasionally, but not on a regular basis.

Adrian Edwards: How are you guys scheduled? Are there people just scheduled to that area, and people that stay down in the central plant?

Nate Seltenreich: I know swing shift rotates around, and we rotate all of our staff through. Operate [inaudible 00:42:01]. I don't recall, like every three months or so we rotate through.

Dan Grillett: Right. Every quarter, the techs get rotated to different areas. Swing shift rotates every week or two weeks.

Adrian Edwards: Sorry, I think John may have already asked this question, but you passed the grade four here in Nevada.

Nate Seltenreich: That's correct.

Adrian Edwards: You got a 91, which was a super high score.

Nate Seltenreich: I'm sure there's other people who have scores [inaudible 00:42:52] that are higher than that.

Adrian Edwards: Well, the difference in this one is Paul Krauth came to the certification board shortly after you got that 91 in early 2012. He came to the board, and told us at the time that he had learned that somebody had left the grade four review with some notes, and therefore might have used those notes in taking our test.

Dan Grillett: I understand that the ABC questions, State of Nevada chooses their questions from a bank of ABC questions, State of Utah chooses their questions, and out-of-state chooses their questions. Could there be overlapping?

John Solvie: Two corrections. Standardized exams.

Adrian Edwards: At the time, there were state-specific exams, but those state-specific exams, they only allowed up to, I think 10%?

John Solvie: Correct. Yes.

Adrian Edwards: Up to 10% of the questions to be different. 90% of them were the same.

Dan Grillett: Really? Okay. Because I understood from somebody from Nevada who went and represented Nevada, to help choose questions for the testing, he explained to me that-

John Solvie: It may have worked towards the standardized exam. There are states that do have prescriptive exams, and they develop their own. But Nevada has used standardized since late '90s, something like that. Mid-90s.

Dan Grillett: I thought this was just like after 2000, that each state went to the bank and chose their own. That's what I was made to understand.

John Solvie: No. No. There's a whole psychometric process behind that.

Dan Grillett: Right. Okay.

Adrian Edwards: There are a couple people in the valley, at least one at Clark County that's on the panel that helps create those questions.

Dan Grillett: Right.

Adrian Edwards: But those questions go in the bank, and they get used for every [crosstalk 00:45:03].

Dan Grillett: I guess I either misunderstood or was misled that Nevada chose from a bajillion questions, chose what Nevada tests would have, where Utah would choose their own, and et cetera, et cetera. That's what I understood.

John Solvie: That's the way things were done back in the old days, but choosing questions, there has to be a whole process behind that, and that's done nationally now. That's what we do here in Nevada.

Dan Grillett: I understand there was a committee, and that's just what I was told. I wasn't part of it.

John Solvie: A lot of misinformation.

Dan Grillett: Yeah, that's fine.

Adrian Edwards: Okay, so going back to that grade four test in Nevada here that you got a 91 on, after Paul came to the board and said that somebody had left a review with notes, the board at that time ... What was the term [inaudible 00:46:04] used? "Invalidated" your 91. That was the term that he used.

Nate Seltenreich: Yeah. I'm the 91. [inaudible 00:46:16].

Adrian Edwards: Well, that was gonna be my next question. What did you feel about that was your experience on that?

Nate Seltenreich: Everything I knew had a bunch of little pictures, and I don't [inaudible 00:46:33] for sure. But that booklet that I had is all I had, so I don't know if those were in there or not, but that's all I used.

Adrian Edwards: The booklet meaning the handwritten notes that you left to review with?

Nate Seltenreich: Yes.

Adrian Edwards: Okay, and that's what you used between the-

Nate Seltenreich: All the other stuff accumulated [inaudible 00:46:59].

Adrian Edwards: Okay. Between the Utah test and the Nevada test?

Nate Seltenreich: That's correct.

John Solvie: Just to help me understand, and you mentioned this before and I probably should have asked then and I apologize. You had mentioned that you've never taken any math courses?

Nate Seltenreich: My wife's a math teacher, so usually if I need any math, I can go to her for most anything. Everything's an equation, so just plug and play for the most part. I mean, it's not that difficult.

John Solvie: What math courses have you taken? Have you taken math courses beyond high school math?

Nate Seltenreich: In High School I took College Calculus II.

Joe Carter: With the past test, the 91 that you said you should have fought harder, was there any admission of guilt with that board, or you just took the [inaudible 00:48:49] of that and that was it? Or was there a hearing or anything?

Nate Seltenreich: There was nothing. I just took the punishment and just went with it. At the time, my priorities had changed, and I didn't care to even have the four anymore.

Adrian Edwards: Okay. I forgot what year it was, but certification board implemented a code of conduct for operators a number of years back that every time we signed ... We sign up to either take a test, or sign to renew our certifications. Right above your signature box, it says you agree to abide by the code of conduct. It's in the NWA bylaws on the website and stuff like that. Does that look familiar at all?

Nate Seltenreich: No, but I don't think I've ever read this before. I can't [inaudible 00:50:18] that I haven't, interestingly.

Dan Grillett: I'm not familiar with it either.

Adrian Edwards: There's a little part at the second bullet from the bottom. It says, " ... not conduct myself in a manner that subverts or attempts to subvert the minimum certification requirements, application process, or examination processes."

Nate Seltenreich: Second from the bottom?

Adrian Edwards: Yeah, second bullet from the bottom.

Nate Seltenreich: Define "subvert".

Adrian Edwards: Go around.

Dan Grillett: It's clear it's in the State of Nevada, in the top paragraph.

Adrian Edwards: Correct. Do you think that anything you've done has tried to go around, over, above the examination process and pass it when you didn't deserve to pass it?

Nate Seltenreich: No. If Paul Kroft were to say, "No, you can't take notes," I would have said, "Okay, fine. Thank you, and I'll just leave my stuff." I was allowed to leave the material that I had, so I don't think I was trying to circumvent anything or go around anything, or whatever the word is you use here.

Adrian Edwards: Subvert.

Nate Seltenreich: Subvert. No, I wasn't trying to do anything like that.

John Solvie: Do you recall how many questions you transcribed in the exam book?

Nate Seltenreich: No, I don't. There was just no way I could remember that seven years ago, [inaudible 00:52:30].

Adrian Edwards: Circumvent's another good word.

Nate Seltenreich: That's what I'm trying to figure out, the definition of the word.

Adrian Edwards: Yeah, there you go.

John Solvie: I just looked it up. "Undermine the power and authority of an established system or institution."

Adrian Edwards: I knew somebody would [inaudible 00:52:46].

Dan Grillett: Thanks to Google.

Terri Svetich: Adrian?

Adrian Edwards: Yes?

Terri Svetich: I was just wondering, can I just ask Nate to, in his words, tell us about the situation with the grade four. The timeline, and what happened with his grade four, just to hear it from him? Would you mind if we go through that?

Nate Seltenreich: I thought we just did. Adrian just explained the whole process of what happened.

Terri Svetich: I just wanted to hear it from your perspective.

Nate Seltenreich: My opinion is simply I should have fought that instead of just rolling over, and I didn't. That's on me. That's the only difference to what he said.

Terri Svetich: Actually, I was asking more about before that, leading up to that, and the timeline.

Adrian Edwards: You just froze.

Terri Svetich: [inaudible 00:53:59] that you did when you decided you wanted to take a grade four exam.

Adrian Edwards: I didn't get the question. You froze up.

Terri Svetich: Oh, okay. I was just asking you to describe when you decided you wanted to take a grade four. What did you do? What steps did you do, and the timeline, and what happened? What actions occurred? Just a summary.

Adrian Edwards: All right, so you want a timeline from ... I don't know how many years ago, but several years ago. I don't know how accurate of a timeline you're asking. I took the test in Utah. Didn't make it. But I had the opportunity to study in Utah. Took that opportunity. Took my grade four here in Nevada, and passed my grade four here in Nevada. I don't know how long, how many time went in between any of that, and I don't know how much time went in between me taking the four, and my certification being invalidated.

Terri Svetich: Okay. I just wanted to hear it in your own words, what had taken place.

John Solvie: Yet, you went from a 91, which we'd have to check our records, which is up there as to one of the highest scores we've seen on a grade four exam, to a 64 when you took it again.

Adrian Edwards: How many years later? And without studying?

John Solvie: I'd have to look at the time here. Three years.

Nate Seltenreich: It's several. I believe it's more than three years later.

Nate Seltenreich: I didn't study at all prior to that test.

Adrian Edwards: Okay. I think I've gone over all the topics that we agreed on. If anybody has any other questions about anything ... ?

Nate Seltenreich: I have questions. What are the possible outcomes that we're trying to pursue here? That you guys are trying to pursue, besides doing a fact-finding?

Adrian Edwards: Well, you hit the nail on the head. We're doing a fact-finding, trying to gather all of the information on what exactly happened, if there were any transgressions that happened, and if there were, what the certification board does is make a recommendation to the NDEPs. "We believe these things were violated, and we believe the punishment for that should be this." Then the NDEP will look at all the facts that we assemble, and decide one way or another which way to go. They can take the certification for a recommendation as it sits or they can, they can decide to do higher, lower, nothing.

Nate Seltenreich: Is there an appeal process if it comes down to that?

John Solvie: That would be through the State of Nevada, and that would follow along whatever the AG does on most things. We don't have any knowledge of that.

Nikita L.: [crosstalk 00:57:48].

Nate Seltenreich: You guys can issue a punishment without-

John Solvie: A remedy.

Nate Seltenreich: Without a remedy, or having anybody oversee it as far as an appeal process.

Nikita L.: Oh, there's an appeal process for the State of Nevada. Craig [Katz 00:58:04] [inaudible 00:58:05].

Katrina Pasqual: We would get that information to you what the appeal process would be. At the moment, I'm not exactly positive what the timelines are.

Terri Svetich: But we do have it built on this.

Katrina Pasqual: That I am aware of, yes, but I don't know if this falls under that, the specific rules that I know.

Adrian Edwards: Yeah, that kind of went along with what I was going tie as closing remarks, too. The next time you hear from us, it probably won't be from the certification board. It would be from NDEP, and then you can communicate with them as far as whether an appeal is available, or how that works, who that goes to, all that kind of stuff.

Nate Seltenreich: If it's needed?

Adrian Edwards: If it's needed. Yeah.

Nate Seltenreich: The timeline?

Adrian Edwards: I don't know exactly. The person from NDEP that-

Nate Seltenreich: Are we looking after Christmas?

Adrian Edwards: I know we don't want to sit on this and make you hang around and suffer for, wondering what's going to happen, and keep you in suspense, but-

Nate Seltenreich: I have kids and family trips set, so I don't want to be gone when something comes certified. I happen to be this time, but luckily I have somebody at the house. I would have missed this meeting to prefer having somebody at the house.

Adrian Edwards: Okay. If you have another address or multiple addresses or whatever contact information you want to leave with us, we can make sure that you know as soon as we can. I hesitate to make any promises because the certification board is scattered throughout Nevada-

Nate Seltenreich: I understand.

Adrian Edwards: We definitely don't want to make any quick decisions.

Katrina Pasqual: With the certified letter, we would track that so if you didn't receive it, you wouldn't be dinged for that. We would know that obviously that ... We have some sort of stipulation that you contact us to ensure that you've received it.

Nate Seltenreich: All right. Fair enough.

Nate Seltenreich: That's all I had.

Adrian Edwards: Okay. Nothing else?

Nate Seltenreich: As far as I know [inaudible 01:00:34].

Adrian Edwards: Okay. Anybody have anything from up north? Okay. Anybody in the room here? Are there any other questions?

Dan Grillett: I have a quick question.

Adrian Edwards: Sure.

Dan Grillett: During some interviews with human resources at the district, it was mentioned that Paul lost a booklet because a couple of different individuals were asked, "Do they know where this book is? Do they have this book? Did they take this book?" I haven't heard any mention of it, and I'm just gonna say it. If somebody lost a book from another State, shame on them. It's just my opinion, but if they're dragging stuff from Utah down here or whatever for a meeting, and they lose something and they want to pin it on somebody, that's just wrong. It's their

fault. Just saying. I didn't know anything about it until our HR brought it up. "Where is this book? Do you have this book? Did you see somebody take this book?" Because I sat in a lot of interviews over this witch hunt, if you will, with a lot of different employees, and now it seems that HR didn't get the resolve that they were looking for. Now, it gets dumped on the certification board. It's just my opinion. It's just what I've observed over the last quite a few months.

Adrian Edwards: I want to make sure that you know that if you look at the members of the certification board, [Leanna Rizzo 01:02:12] is on that, is on our certification board. She's not here today because we asked her to not be here. She's not involved in this process at all, just so there wasn't any pretense of anything going on.

Nate Seltenreich: She didn't bring it up here from the County or help the County to bring it to this?

Adrian Edwards: All I know is I got from the County, a letter with these attachments on it, saying that [crosstalk 01:02:46]-

Dan Grillett: I'm just giving you a little background from the district that they went through their witch hunt. It's abundantly clear that they didn't get the resolve they were looking for, so it got dumped on the board. I'm just saying how I feel.

Adrian Edwards: We don't look at it as getting dumped on.

Dan Grillett: Well, and I understand. I'm not trying to say this isn't important. That's not my issue. My issue is the last quite a few months, going with employees ... I pay close attention. I've been doing this representation thing for a long time, and I've been working at the district for a long time and I know how they operate, and I know what's going on.

Dan Grillett: But I'm just saying, when they talk about missing booklets from Utah, "Where are they? Who has them? Did you take them?" But you guys here at the board didn't mention it at all. That tells me they're not telling you everything. That's just my opinion. That's what I meant by "dumping" on you guys. They're dumping on you something that is highly sensitive. I get that, and it's important. They just want to give you enough to get you excited. That's how I see it.

Adrian Edwards: Well, like I mentioned, we're looking into it and trying to get facts and just facts-

Dan Grillett: I do appreciate that.

Adrian Edwards: That's why we're here today.

Dan Grillett: Just make sure we're getting all the facts.

Adrian Edwards: To see if there's anything else that you wanted to contribute.

Adrian Edwards: Thank you guys for your time, all of you. Thank you.

Adrian Edwards: Okay. Thank you very much. It's 2:36 is what the clock says down here. We'll stop this meeting. If the northern people want to hang on the line for just a minute, we can have a little discussion after.

John Solvie: Okay, thank you.

John Solvie: Now, how would you like-

ATTACHMENT E:

Adrian Edwards

From: Jennifer Scharn <jscharn@cleanwaterteam.com>
Sent: Wednesday, November 29, 2017 1:56 PM
To: Adrian Edwards
Subject: RE: follow-up information request

Good Afternoon Adrian,

The desk is located in an older laboratory building. This is not a high traffic area and the door remains locked for limited access for those who work in this area. Nate Seltenreich works the majority of his shift within the building and controls ozone and membrane. The desk found to contain the materials is Nate's primary work station. It is metal, "L" shaped, and built-in underneath a solid surface. The desk's drawers and cabinets are a variety of sizes. The documents were found in a small drawer (similar to a "pencil drawer") located directly underneath a computer monitor on the top of the desk. Based on my review of the area, the drawers and cabinets do not appear to be commonly used as most of the work-related documents are on the countertops.

The following is a list of all of the documents found:

1. Photographs of Utah Wastewater Treatment Class III Exam and graded scantron.
2. Typed document of apparent Wastewater Treatment Grade IV exam questions (questions 8 – 100).
3. Certification Pay Employee Attestation Form handwritten by Mr. Seltenreich dated May 9, 2011 with his printed name and what appears to be his signature.
4. A typed document addressed to Nate/Doug, from an unknown author, detailing work performed on the filtrate tank. It is not dated.
5. Email printed by Mr. Seltenreich dated February 23, 2017 relating to job 720 & 727 Updates.
6. Email printed by Mr. Seltenreich dated February 24, 2017 relating to a Membrane CIP Shutdown.
7. Typed document with seven (7) possible test questions; however, not formatted like the document already provided to you.
8. Mathematics for Wastewater & Water Operators II Quizzes #3 – 8. Some pages have handwritten notes.
9. Mathematics for Water & Wastewater Treatment Plant Operators Quizzes #2 – 3. There is a sticky note on the Quiz #2 with a handwritten "Nate" on it.
10. Four (4) pages of handwritten notes, including various formulas and equations.
11. ABC Formula/Conversion Table for Water Treatment, Distribution and Laboratory Exams printout of four (4) pages, dated January 13, 2009.

Please note, Mr. Seltenreich confirmed these documents were his, with the exception of the photographs, during the investigatory interview held on October 4, 2017.

I hope this provides some clarity to the questions raised. If you would like to tour the area where the documents were located, please let me know and I can arrange that.

Please let me know if you have any additional questions.

Thank you,
Jennifer

Jennifer Scharn, MPA, SHRM-SCP, SPHR

Principal Human Resources Analyst
Clark County Water Reclamation District
Office: 702.668.8058 | Fax: 702.668.9050

Work Hours: Monday ~ Friday 8:00 am to 4:30 pm



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From: Adrian Edwards [<mailto:Adrian.Edwards@cityofhenderson.com>]

Sent: Monday, November 27, 2017 5:03 PM

To: Jennifer Scharn <jscharn@cleanwaterteam.com>

Subject: follow-up information request

Jennifer,

The Certification Board is investigating the Seltenreich issue, and had a follow-up request for information.

The Investigative Summary mentions the documents were found "in the top desk drawer" and included "personal documents belonging to Nate Seltenreich".

Would it be possible to get a further description of the desk and a list or description of the personal documents, and the state in which they were found?

The questions were raised:

Was this a small capacity desk drawer that can only hold a few documents, or a filing cabinet that can hold reams of paper?

Were the test documents intermingled with the personal documents, were they located in the vicinity only?

How many other documents were in the same desk/area?

What kinds of "personal documents" were they (handwritten notes, emails, typed documents)?

Any information you can provide along these lines would be helpful.

Thanks, Adrian

Adrian J. Edwards, P.O.
NWEA Certification Board Chairman
240 Water Street, MSC 819
Henderson, NV 89009

702.267.2728

ATTACHMENT F:

Clark County Water Reclamation District – Transcript prepared by Investigator 12.21.2017

Investigatory Meeting: October 3, 2017

Time of Meeting: 1:03pm

Investigator: Jennifer Scharn

Subject Employee: Nate Seltenreich

Union Representative: Dan Grillet

Time in Audio File	Speaking	Transcription of Audio
Audio not transcribed		
2:14	Investigator	These documents were discovered at a desk at the AWT Lab, a couple of weeks ago. Actually, right before you left for your procedure. [Investigator showed all the items to Mr. Seltenreich.]
Audio not transcribed		
2:58	Investigator	These documents were discovered, with this particular document is emails that are yours. This was all in one packet like this. [Investigator showed all the items to Mr. Seltenreich.] This appears to be a mix of some Grade IV and Grade III questions for a Wastewater Treatment test. And my question is going to be, I have multiple questions, to show you what all of these documents are. The first one is, for this, are these yours?
3:44	Subject Employee	Uh, yes.
3:45	Investigator	And, how did you obtain these and the responses, the answers. It looks like the answers are highlighted in red.
3:51	Subject Employee	I got them through several people coming together giving answers from tests that they could remember from their tests.
4:04	Investigator	And how long have you had it?
4:05	Subject Employee	I don't recall.
4:11	Investigator	So, you're saying that have several people that you worked with that remember these questions in this detail, to put together a document like this. And it looks like one or two pages is missing because this numbered 8 to 100, and a test...
4:27	Subject Employee	It's a conglomerate of stuff to, in addition a lot of the questions are off of Roy CEU. It was just a study guide used.
Audio not transcribed		
4:45	Investigator	Did you, were you the one that typed this up?
4:49	Subject Employee	Maybe some of it. Majority, no.
4:53	Investigator	So where did you get it?
4:55	Subject Employee	I don't remember where or who I got it from. I just know over time I just accumulated questions, study material [interjection from Union Rep, repeated by Seltenreich], for all the grades.
5:08	Investigator	Did you work with the same people or just you randomly get it from?
5:11	Subject Employee	Just randomly throughout the time I've been here, that's all.
Audio not transcribed		
5:55	Investigator	Did you obtain this material after taking it in Utah?
5:59	Subject Employee	No. All of this was accumulated through time. Just from sources, people coming to me that they remembered questions from their tests.

Clark County Water Reclamation District – Transcript prepared by Investigator 12.21.2017

Time in Audio File	Speaking	Transcription of Audio
6:09	Investigator	So, you expect me to believe that people remembered test questions in that detail over time.
6:17	Subject Employee	The answers aren't exact. So, what we did was we throw in answers and we had the actual answer.
Audio not transcribed		
7:52	Investigator	{papers rumbling} What is, I need your help here, okay? Where, what is this? Where did it come from? Is it yours?
8:03	Subject Employee	Some of it's mine, some of it was given to me.
8:06	Investigator	Okay, given to you, meaning what? Meaning somebody else?
8:09	Subject Employee	In preparation for a Grade IV test.
8:12	Investigator	Given to you by whom?
8:14	Subject Employee	I don't remember. It's just from everybody coming together. I asked if anybody had answers and several people came and they recalled answers from their tests. We put it all together and made a guide.
Audio not transcribed (Union Requested to go off the record)		
8:33	Investigator	We are back on the record. So, you're attesting these are accumulated over time, you do not recall where you got them from. They are yours. You may or may not have gotten from co-workers.
8:44	Subject Employee	Correct.
8:50	Investigator	I am assuming these are from the test booklets, or this is like study material as well?
8:55	Subject Employee	You can get those from the website.
Audio not transcribed		
9:07	Investigator	This is yours?
9:09	Subject Employee	My name is on it, so it's certain.
9:14	Investigator	These are your emails?
9:17	Subject Employee	Yeah.
9:18	Investigator	So, I am trying to make sure that this pile of paperwork with your personal emails and documents, this is your pile of documents? Correct?
9:27	Subject Employee	Yes.
9:29	Investigator	Do you know what this is?
9:30	Subject Employee	I don't.
9:32	Investigator	So.
9:35	Subject Employee	Looks like Utah Wastewater Treatment Class III exam.
9:48	Investigator	Did you take those pictures?
9:50	Subject Employee	No. Wasn't allowed to.
9:52	Investigator	I get that you're not allowed to, did you take the pictures?
9:54	Subject Employee	No. I was not allowed to. I asked if I could use my phone and they said no.
10:00	Investigator	So, when I tell you that I've verified based off the pictures of this scantron that that is your exam from Utah.
10:08	Subject Employee	Okay.
10:08	Investigator	You're going to tell me you didn't take the pictures?
10:10	Subject Employee	I don't recall taking a picture of any of this.
Audio not transcribed		
10:33	Investigator	You went, you were told not to take pictures
10:36	Subject Employee	That's correct
10:36	Investigator	Of your exam

Clark County Water Reclamation District – Transcript prepared by Investigator 12.21.2017

Time in Audio File	Speaking	Transcription of Audio
10:37	Subject Employee	Correct
10:38	Investigator	Is anybody else allowed to take, look at your exam when you're there?
10:41	Subject Employee	I don't know.
10:43	Investigator	Really Nate?
10:44	Subject Employee	I don't know. How am I supposed to know if they let anybody, because when they had it, they had it out on the table. You didn't have to verify your ID or anything. They have a group of packets and it was the responsibility of people who, to pick out their own.
Audio not transcribed		
11:04	Investigator	Do you think somebody else would pick up your tests?
11:06	Subject Employee	I don't know how to answer that.
11:08	Investigator	Probably not. So, this is pictures of your exam. It's been validated, because these are your answers. This is your exact scantron and is still on record with Utah.
11:18	Subject Employee	Okay.
11:19	Investigator	I need to ask you several questions about this, since it is on District property and you did go take a Test III here in Nevada and pass shortly after doing this test.
11:31	Subject Employee	Okay.
Audio not transcribed		
12:16	Investigator	Did you share these pictures with anyone?
12:18	Subject Employee	Not that I know of. No.
Audio not transcribed		
12:23	Investigator	You were aware you have them?
12:25	Subject Employee	I don't know what their, what was the purpose of that. I have all the other study material that I have. I don't know how they got it mixed up in there.
Audio not transcribed		
13:43	Investigator	So, you're telling me that this is a packet of your stuff, but those pictures? This is all together.
13:48	Subject Employee	I don't know that those were in there. But I know all that was mine, yeah. I use this study guide.
13:56	Investigator	Okay. So, this was all together
13:57	Subject Employee	Okay
13:58	Investigator	Found in the desk
13:59	Subject Employee	Which everybody has access to?
14:01	Investigator	Which everybody has access to, with your personal items in there.
14:04	Subject Employee	Okay.
14:06	Investigator	They were discovered and you're telling me that you use this stuff [packet], but not this stuff [pictures]?
14:13	Subject Employee	I don't know this stuff right here [pictures].

ATTACHMENT G:

Adrian Edwards

From: Judy Etherington <jetherington@utah.gov>
Sent: Wednesday, November 15, 2017 9:58 AM
To: Adrian Edwards
Subject: Re: Testing discussion

Follow Up Flag: Follow up
Flag Status: Flagged

Response to "First question, what analysis or methods did you use to determine that the pictures labeled A1 through A6 correspond to a Grade 3 Wastewater Treatment Plant Operator exam taken by Nate Seltenreich, and how certain are you of the results of that analysis?"

The pictures labeled A1 through A6 show a hand-marked score sheet with my written "T3" in the upper right corner of the score sheet. As I prepare the score sheets to send to ABC for scoring, I write an abbreviation in the corner so that I can organize, count, and alphabetize the sheets prior to shipping them. "T3" is what I use for the Wastewater Treatment Grade III exams.

Also, after visually comparing the answer key to the photocopy of the original score sheets, and marking the correct answers, I would count the markings and calculate the score, writing it near the top of the score sheet copy, verifying that I had found all of the incorrect questions and marked them for the review. It was easy to miss a marking, so I would verify that I had found all of them.

I researched my certification database as a double-check to make sure that the score sheets for any other Treatment III exams that had a 60% score (that had not already been destroyed) did not match the answers marked in the pictures provided. I don't see how the photos could be of any other score sheet since every answer shown matched the corresponding ones on the original score sheet still in his file.

Response to "Second question, regarding the review of failed certification tests in the 2011-2012 time frame, what were the typical instructions given prior to review and what procedures were taken as far as booklets, score sheet copies, and notes at the conclusion of the review?"

We did not have any written procedures for reviews. There were only a couple of us who ever conducted the reviews, so we never had instructions written down. We would just verbally tell them that they couldn't take any notes away with them. We would allow them to write down, and rework problems, since that is a way to learn why something was right or wrong, but we would collect all notes along with the booklets and marked copies of score sheets as they left.

During the examination process, proctors were instructed to use the written instructions provided by ABC which have the statement concerning any copying of questions or cheating being subject to immediate termination of the exam and disciplinary action by the certification board. Those are printed in the booklets and they are instructed to read along as they are read by the proctor prior to the exam questions being opened. We would provide extra scratch paper (usually a colored paper that could be readily identified), and they are also told that they can write in the exam booklets because they will not be used by anyone else, that all scratch paper and pages from the booklets are to be returned at the end of the exam and the review.

Exam booklets, any written notes, and score sheet copies were then returned to me and I would account for them. After the review period was over, I would make a list of the booklets that were being destroyed and send that to ABC for their records. I would then personally deposit the copies and booklets into a secure, locked container for shredding and disposal of confidential documents here at DEQ. Samples of each booklet were kept for about three years, in case there were questions about the exam content that needed to be addressed by our certification council. After that, those were also cataloged and placed in the secure shredder container, and a list sent to ABC. When our contract with ABC changed in 2013, we then began returning all booklets to ABC for destruction. All materials would go through me.

I hope this is sufficient explanation.

Sincerely,

Judy Etherington
Wastewater Certification Programs
Utah Division of Water Quality

PO Box 144870
Salt Lake City, Utah 84114

Office Location: 195 N. 1950 W., SLC, UT 84116
Phone: (801) 536-4344
Fax: (801) 536-4301



UTAH DEPARTMENT of
ENVIRONMENTAL QUALITY
**WATER
QUALITY**

On Mon, Nov 13, 2017 at 6:20 PM, Adrian Edwards <Adrian.Edwards@cityofhenderson.com> wrote:

Judy,

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First question, what analysis or methods did you use to determine that the pictures labeled A1 through A6 correspond to a Grade 3 Wastewater Treatment Plant Operator exam taken by Nate Seltenreich, and how certain are you of the results of that analysis?

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Thank you again for your time!

Adrian

Adrian J. Edwards, P.O.

NWEA Certification Board Chairman

240 Water Street, MSC 819

ATTACHMENT H:

ATTACHMENT I:

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Judy Etherington
Wastewater Certification Programs
Utah Division of Water Quality

PO Box 144870
Salt Lake City, Utah 84114

Office Location: 195 N. 1950 W., SLC, UT 84116
Phone: (801) 536-4344
Fax: (801) 536-4301



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Adrian

Adrian J. Edwards, P.O.

NWEA Certification Board Chairman

[240 Water Street, MSC 819](#)

ATTACHMENT J:



NEVADA BOARD OF CERTIFICATION FOR WASTEWATER TREATMENT PLANT OPERATORS

Harvey Johnson, Chairman • Joe Crim, Jr., Vice Chairman
• Dave Commons • Adrian J. Edwards • Kelvin Ikehara • William Shepherd • John Solvie



April 27, 2012

Nathaniel S. Seltenreich
646 Emerald City Ave.
Las Vegas, NV 89183

SUBJECT: Grade IV Exam Invalidated

Dear Mr. Seltenreich:

Based on the information that you provided which was confirmed by the State of Utah, the Certification Board has invalidated the grade IV exam that you took and passed on February 23, 2012. Additionally, it was determined that you cannot apply to retake the grade IV certification examination for one year from the date of this decision, April 24, 2012.

After April 24, 2013 you will be eligible to apply to take the grade IV Wastewater Treatment Plant Operator exam again.

If you have questions regarding this decision, please contact me at (775) 832-1289.

Sincerely,

Harvey Johnson, Chairman
NWEA Certification Board

cc: My-Linh Nguyen, NDEP
Paul Krauth, Utah DEQ



NEVADA BOARD OF CERTIFICATION FOR WASTEWATER TREATMENT PLANT OPERATORS

Harvey Johnson, Chairman • Joe Crim, Jr., Vice Chairman
 • Dave Commons • Adrian J. Edwards • Kelvin Ikehara • William Shepherd • John Solvie



February 13, 2012

Nathaniel S. Seltenreich
 646 Emerald City Ave.
 Las Vegas, NV 89183

NV-876
 2/23/12
 91%
 IV *
 * effective 5/17/12

SUBJECT: Certification Examination Approval

Dear Mr. Seltenreich:

You have been approved to take a Grade IV Wastewater Treatment Plant Operator certification examination; however, your certification will not be effective until 5/17/12, the date that you have 4 years of full time experience. Your exam application and \$60.00 exam fee have been processed.

You may schedule your exam after 02/17/12 by going online to www.goamp.com. Your identification number is: NV0000136. The instructions for scheduling an exam are enclosed.

Please bring this letter and two forms of identification, one with a current photograph (ex: driver's license). Both forms of identification must be current and include the candidate's current name and signature. The only additional item allowed into the exam is a non-programmable calculator. No cell phones or palm pilots will be allowed into the exam.

The Formula/Conversion Table that will be included in the exam can be studied beforehand. You can access the Table online at the following link: http://www.abccert.org/testing_services/formulas_conversion_tables.asp.

You will be eligible to take the exam until 05/17/12. If you do not take the examination by this date, you will forfeit your application fee. To be considered for subsequent examination dates, you will need to reapply and pay an additional application fee.

Good Luck!

Sincerely,

Jennifer McMartin
 Program Administrator

- letter
- ab @ 5/17/12
- cert
- id card
- renewed sticker

✓ removed from pass/fail go spreadsheet 4/30/12

tlc 4/11/12
 Note took the Utah exam previously. He failed the exam, but did a exam review. He took notes @ the review. Note from Utah told him that was not ok. He then took an exam on 2/23/12 and passed with a 91%.

Multiple-Choice Results Roster

ALL Candidates Tested 2/23/2012 through 2/23/2012

Client: ABC-NV
 Test Program: Wastewater Treatment Plant Operator Grade 4 Exam - WW4
 Exam Type: Wastewater Treatment Plant Operator Grade 4 Exam - WW4

ID	Name	Address	Raw Score	P/F/A Status	Exam Date	Delivery Method
NV0-00-0136	<u>SELTENREICH, NATHANIEL S.</u>	646 EMERALD CITY AVE LAS VEGAS NV 89183	<u>91</u>	P	2/23/2012	CBT
Exam Type Totals:		Total Number of Candidates:	1	Total Number Failing:	0	
		Total Number Passing:	1	Total Number Absent:	0	
Test Program Totals:		Total Number of Candidates:	1	Total Number Failing:	0	
		Total Number Passing:	1	Total Number Absent:	0	
Client Totals:		Total Number of Candidates:	1	Total Number Failing:	0	
		Total Number Passing:	1	Total Number Absent:	0	
Report Totals:		Total Number of Candidates:	1	Total Number Failing:	0	
		Total Number Passing:	1	Total Number Absent:	0	

This exam was invalidated
 at the 4/24/12 Certification
 Board mtg




NEVADA WATER ENVIRONMENT ASSOCIATION COMPUTERIZED EXAM APPLICATION

(Revised September 2010)

LVIIV *
not effective
until
5/17/12

This application must be completed and submitted with an exam application and the appropriate exam fee. Wastewater Treatment Plant Operator exam fees are \$60.00. All other certification exam fees are \$150.00.

Full Name: Seltenreich, Nathaniel S.
Last Name First Name Middle Initial

Address: 645 Emerald City Ave. Las Vegas, NV 89183
(Street Number) (City) (State) (Zip Code)

Work Phone: 702-668-8450

Home Phone: 702-416-5352

2/17/12 - 5/17/12

Email Address: selten_nate@yahoo.com

NV000136

Exam:	<input checked="" type="checkbox"/> Treatment Plant Operator	Grade:	<input type="checkbox"/> I	<input type="checkbox"/> II	<input type="checkbox"/> III	<input checked="" type="checkbox"/> IV
	<input type="checkbox"/> Wastewater Quality Analyst	Grade:	<input type="checkbox"/> 1	<input type="checkbox"/> 2	<input type="checkbox"/> 3	<input type="checkbox"/> 4
	<input type="checkbox"/> Industrial Waste Operator (P/C)	Grade:	<input type="checkbox"/> 1	<input type="checkbox"/> 2	<input type="checkbox"/> 3	<input type="checkbox"/> 4
	<input type="checkbox"/> Industrial Waste Operator (B)	Grade:	<input type="checkbox"/> 1	<input type="checkbox"/> 2	<input type="checkbox"/> 3	<input type="checkbox"/> 4
	<input type="checkbox"/> Collection System Operator	Grade:	<input type="checkbox"/> 1	<input type="checkbox"/> 2	<input type="checkbox"/> 3	<input type="checkbox"/> 4
	<input type="checkbox"/> Plant Maintenance Technologist	Grade:	<input type="checkbox"/> 1	<input type="checkbox"/> 2	<input type="checkbox"/> 3	

- Standard testing fees are required to be submitted with your exam application. Upon receiving approval of the application by the Certification Board, an additional fee of \$68 is assessed by AMP when you register to take the computerized exam.
- You must receive an approval letter from the Certification board before scheduling your exam with AMP.
- The exam approval letter will give you instructions for scheduling your exam with AMP.
- Computerized exams are offered in Reno and Las Vegas and over 170 AMP Assessment Centers geographically located throughout the United States. The examinations are administered by appointment only, Monday through Saturday at 9:00 a.m. and 1:30 p.m. A current listing of AMP Assessment Centers, including addresses and driving directions, may be viewed at www.goAMP.com by selecting "Candidates."

Exam Rescheduling:

A candidate may reschedule the examination once at no charge by calling AMP at 800-345-6559 at least two business days prior to a scheduled computer administration.

Missed Appointments/Cancellations:

A candidate will forfeit the examination registration and all fees paid under the following circumstances.

- The candidate wishes to reschedule an examination but fails to contact AMP at least two business days prior to the scheduled testing session.
- The candidate wishes to reschedule a second time.
- The candidate appears more than 15 minutes late for an examination, or
- The candidate fails to report for an examination appointment.
- The candidate does not register to take the exam during the approved 90-day window.

Exam Frequency:

The candidate may take the examination as many times as they wish, but must wait 30 days between examination dates. An application, exam fee and computerized testing application must be submitted for each exam.

DATE: 1/30/2012

SIGNATURE: [Signature]



**STATE OF NEVADA
WASTEWATER TREATMENT PLANT OPERATOR
APPLICATION FOR CERTIFICATION**
(Revised February 2009)

FEB 13 2012

LVIC * 51712
RECEIVED

FEB 02 2012

ENVIRONMENTAL PROTECTION

Full Name: Nathaniel Streeter Seltenreich Grade Applying For: IV
(Please print/type your name as you want it to appear on certificate) *(I, II, III, or IV)*
Address: 646 Emerald City Ave, Las Vegas, NV 89183 Home Phone: 702-416-5352
(Street Number) (City) (State) (Zip Code) Cell Phone: 702-416-5352

Email Address: selten_nate@yahoo.com

WPC 61530

NOTE: The operator is responsible to notify Administrator of future address changes.

Applying for: EXAMINATION Preferred Testing Location: Las Vegas Reno Ely Elko Other
RECIPROCITY From What State? _____

Total Amount of Experience as a Wastewater Treatment Plant Operator: 3 Years 3 Months • CCWRD 3yr 3mo
(List only full-time or equivalent (FTE) operator employment) *Granted 6 mo* *revised exp.* *Revised 6mo*

PRESENT EMPLOYMENT

Employer: CCWRD Employer's Phone #: 702-668-8450
Date of Hire: 17 November, 2008
Address: 5857 E flamingo, Las Vegas, NV 89122

Job Title: Operations Tech II Length of Service as an operator: 3 years 2 mont

Give a description of your job duties: Complete daily function of the CCWRD treatment plant in all areas to include Primary treatment, secondary treatment with aeration basons, turtiary treatment with UV, OZone, and Membrane disinfection, and solids treatment with centrifuge or plate press system

Name of Supervisor: Keneth Buck
I am aware that there are significant penalties for attesting to false information. *Keneth Buck*
Signature of Supervisor/Date

PRESENT EMPLOYER'S WASTEWATER TREATMENT FACILITES

Type of Treatment: Aeration Basin with UV disinfection Treatment Capacity: Average 100MGD
Maximum 160MGD

Type of Agency: Public Private Other: _____

Brief Description of Treatment Plant: Primary treatment, secondary treatment with aeration basons, turtiary treatment with UV, OZone, and Membrane disinfection, and solids treatment with centrifuge or plate press system
Types of Methodology Used: Modified Johanusburg secondary treatment with UV disinfection.

EDUCATION

List below the name of school, location, city and state in which you attended school	Years Attended	List Science, Engineering or Wastewater Courses and Degree(s) Obtained
(a) High School	Twentynine Palms H.S.	4 diploma
(b) College		
(c) Graduate		

School			
(d) Trade Business or Correspondence	U.S. Army	15	Military Water/Waste water treatment grade IV

(e) Wastewater Courses Satisfactorily Completed: _____
 Other education or training you have had (science or wastewater related): _____

Are you presently enrolled in a wastewater course? Yes No

Instructor's Name: _____ Where: _____

PREVIOUS WASTEWATER TREATMENT PLANT OPERATOR WORK EXPERIENCE

Dates of Service	Total Years	Employer's Name/Address/Phone	Your Position/Supervisor's Name
2002-current	9	Nevada Army National Guard	Water treatment Supervisor
2008-current	2.5	CCWRD	Wastewater treatment technician

Summarize any additional experience you have had which qualifies you for certification as a wastewater treatment plant operator: _____

REFERENCES

Give at least three references as to your operating ability (Supervisors, Foremen, etc.)

Name	Address	Phone	Job Title
1. Keneth Buck	5857 E flamingo, Las Vegas, NV 89122	702-668-8450	Supervisor
2. Phil Sanders	5857 E flamingo, Las Vegas, NV 89122	702-668-8450	Supervisor
3. Ross Hohn	5857 E flamingo, Las Vegas, NV 89122	702-668-8450	Supervisor
4. Will Smith	5857 E flamingo, Las Vegas, NV 89122	702-668-8450	Supervisor

Do you hold a valid Wastewater Treatment Plant Operator's Certificate? Yes No State: NV
 Grade: III Certificate #: NV-2116 Issue Date: _____ Date Renewed: 2013-5-17

Was this certificate received by reciprocity? Yes No If yes, from what state? _____

I certify that the information provided, including attachments, is true and accurate. If this information is found to be untrue or inaccurate I am aware that my certification may be suspended or revoked.

DATE: 1/30/2012 SIGNATURE: 

The application fee of \$60 payable to N.D.E.P. (Nevada Division of Environmental Protection) is due and payable at the time of filing this application. The fee is \$75 for reciprocity. Certificates are valid for two years, and renewable upon payment of \$30 fee.	MAIL TO: Wastewater Operator Certification Program Bureau of Water Pollution Control Nevada Division of Environmental Protection 901 S. Stewart, Suite 4001 Carson City, NV 89701 (775) 465-2845
---	---

Items Below for Committee Use Only

Payment Received: pm 2/11/12
Check No.: 169 60.00

[Signature]
Administrator Signature

Approved for Grade: IV* Not Approved

Examination Date: 2/23/12 Examination Proctor: AMP

Examination Location: _____ AMP-1V

Examination Score: 91% Pass Fail Certified for Grade: IV

Certificate issued: 5/17/12 Certificate No.: NV-876 Expires: 5/17/14

* effective 5/17/12 @
4hrs fte

Department of Conservation and Natural Resources
Division of Environmental Protection
Receipt for Payment

Check #: 169
Check Date: 01/30/2012
Date Received: 02/02/2012
Receipt #: 61530

Nathaniel S Seltenreich
646 Emerald City Ave
Las Vegas NV 89183

Operator Certification
Nathan Streeter Seltenreich
02/01/2012;

Bureau	FY	Amount	Permit #	Invoice #	Fee type/Fee desc
Water Pollution Control	2012	60.00			Wastewater Operator Certification Program Wastewater Operator App
		60.00 ✓			

FEB 13 2012

ATTACHMENT K:

Code of Conduct

Wastewater Professional Code of Conduct

The Wastewater Professional Code of Conduct requires certificants holding Wastewater Treatment Plant Operator, Collection System Operator, Industrial Waste Operator, Industrial Waste Inspector, Plant Maintenance Technologist and Wastewater Quality Analyst certifications to act honestly, competently, and with integrity and to use their knowledge and skill for protection of the environment. As a condition of holding and maintaining a Nevada certification, I agree to:

- Be truthful and accurate in what I say, do, and write.
- Adhere to all laws and regulations applicable to the profession.
- Promote and encourage the highest quality of wastewater facility/system operation within the industry.
- Not misrepresent nor permit misrepresentation of my qualifications or the qualifications of my associates.
- Not conduct myself in a manner that subverts or attempts to subvert the minimum certification requirements, application processes, or examination processes.
- Uphold and follow all certification policies and procedures.

By signing the application and/or renewal form the applicant agrees to adhere to this Code.

ATTACHMENT L:

WPC 150504

RECEIVED

APR 17 2017

ENVIRONMENTAL PROTECTION

State of Nevada
Application for Renewal of
Nevada Wastewater Certification

PROGRAM: Treatment Plant Operator
Name Nathaniel Seltenreich Certificate Number NV-876
Grade III Expiration Date May 17, 2017
Address 646 Emerald City Ave. Las Vegas NV 89183

Are you a veteran of the United States Armed Forces: Yes No Branch & MOS: _____
 Renew my certificate Cancel my certificate Send application for upgrading

INSTRUCTIONS:

Please complete this form and return with a \$30 non-refundable check or money order made payable to NDEP (Nevada Division of Environmental Protection). The \$30 renewal fee will extend your certificate for an additional two-year period. A \$20 late fee will be charged for payments received after the certification expiration date.

Please provide the following information to help us stay in contact with you:

Email: _____ Phone: _____ Cell: _____

Mailing Address (If changed from above): 3691 E. Saddle Ave
Las Vegas, NV 89121

Present Employer CCWRD

Employer Address _____

Present Job Title Operator Date of Hire 11/2008

YES, you may release my personal information.

NO, please do not release my personal information.

Continuing education documentation submitted.

I certify that the information provided, including attachments, is true and accurate. By signing this application I agree to adhere to the Wastewater Professional Code of Conduct. If this information is found to be untrue or inaccurate I am aware that my certification may be suspended or revoked.

Signature [Signature] Date 4/10/17

Mail this form and your \$30 renewal payment (payable to NDEP) to:

Wastewater Operator Certification Program
Bureau of Water Pollution Control
Nevada Division of Environmental Protection
901 S. Stewart St., Suite 4001
Carson City, NV 89701

FOR OFFICE USE ONLY:

Check # 101
Date Received 4.17.17
Database Updated 4.15.17
Renewal Mailed 04-18-17

To contact us:

Hotline: 775-485-2045
E-mail: certification@nvwea.org
Web Site: www.nvwea.org

RECEIVED

JUN 01 2015

ENVIRONMENTAL PROTECTION

WPC 114426

State of Nevada
Application for Renewal of
Nevada Wastewater Certification

PROGRAM: Treatment Plant Operator

Name Nathaniel Seltenreich Certificate Number NV-876

Grade III Expiration Date 5/17/15

Address 646 Emerald City Ave, Las Vegas, NV 89183

Are you a veteran of the United States Armed Forces: Yes No MOS: Infantry (11B, 0311)

Renew my certificate Cancel my certificate Send application for upgrading

INSTRUCTIONS:

Please complete this form and return with a \$30 non-refundable check or money order made payable to NDEP (Nevada Division of Environmental Protection). The \$30 renewal fee will extend your certificate for an additional two-year period. A \$20 late fee will be charged for payments received after the certification expiration date.

Please provide the following information to help us stay in contact with you:

Email: selten_nate@yahoo.com Phone: 702-416-5352 Fax: _____

Mailing Address (if changed from above): _____

Present Employer Clark County Water Reclamation District

Employer Address _____

Present Job Title Operator Date of Hire _____

YES, you may release my personal information.

NO, please do not release my personal information.

Continuing education documentation submitted.

I certify that the information provided, including attachments, is true and accurate. By signing this application I agree to adhere to the Wastewater Professional Code of Conduct. If this information is found to be untrue or inaccurate I am aware that my certification may be suspended or revoked.

Signature [Signature] Date 5/28/15

Mail this form and your \$30 renewal payment (payable to NDEP) to:

Wastewater Operator Certification Program
Bureau of Water Pollution Control
Nevada Division of Environmental Protection
901 S. Stewart St., Suite 4001
Carson City, NV 89701

NDEP PM 6/3/2015
JUN - 8 2015

FOR OFFICE USE ONLY:

Check # 117
Date Received MAY 28/2015
Database Updated _____
Renewal Mailed _____

To contact us:
Hotline: 775-485-2045
E-mail: certification@nvwea.org
Web Site: www.nvwea.org

REINSTATED 5/28



NEVADA DIVISION OF
**ENVIRONMENTAL
PROTECTION**

STATE OF NEVADA
Department of Conservation & Natural Resources

Brian Sandoval, Governor
Bradley Crowell, Director
Greg Lovato, Administrator

September 26, 2018

Nathaniel Seltenreich
3691 E Saddle Ave
Las Vegas, NV 89121

selten_nate@yahoo.com
Certified Mail#
9171 9690 0935 0012 7099 98

Re: NOTICE OF PROPOSED REVOCATION, Certificate NV-876

Dear Mr. Seltenreich,

The Division has received and reviewed an investigation by the Nevada Board of Certification for Wastewater Treatment Plant Operators ("Board"), regarding your conduct related to wastewater certification exams. Under Nevada Administrative Code (NAC) 445A.288, the Board is designated by the Division, through contract with the Nevada Water Environment Association, to operate a program for certification of wastewater treatment plant operators, including conduct of examinations. The Board's investigation concluded that you improperly obtained and used answers to certain certification exams to take and pass Nevada exams, including the Nevada Grade III wastewater operation exam. Based on this information, the Division considers your certification invalid and is hereby proposing revocation of your Nevada Grade III Wastewater Operation Certificate NV-876. The Division also finds that your certification was obtained in a manner that demonstrates disregard for the health and safety of the public and the environment (Regulation R155-17, Section 11), which is separate cause for revocation.

This proposed revocation will become final and effective on October 16, 2018 unless a request for an appeal hearing is received. A request for a hearing must be received by the State Environmental Commission (SEC) within ten (10) calendar days of receipt of this notice, using SEC Form #3 (attached) pursuant to NAC 445B.890. The effective date of the proposed revocation will be stayed upon receipt of an appeal until the SEC renders a decision regarding the appeal. Form #3 may be filed electronically at <http://www.sec.nv.gov/main/forms.htm>. Questions regarding the SEC hearing process should be directed to Ms. Valerie King, Executive Secretary, 775-687-9374, or by email at vking@ndep.nv.gov. Please provide Katrina Pascual (kpascual@ndep.nv.gov) a copy of any correspondence which you submit the SEC concerning this matter.

Sincerely,



Jennifer L. Carr, PE, CPM, CEM
Deputy Administrator

Attachment: SEC Form #3

Reference: Regulation R155-17 at <https://www.leg.state.nv.us/Register/2017Register/R155-17AP.pdf>

cc: **Certificate File NV-876**

ec: Katrina Pascual, P.E., Technical, Compliance and Enforcement Branch

Jennifer Lopez, President, Nevada Water Environment Association

Adrian Edwards, Chairman, Nevada Board of Certification for Wastewater Treatment Plant Operators

Ashley Jacobson, Program Administrator, NWEA

Valerie King, SEC Executive Secretary

Thomas Minwegen, General Manager CCWRD

901 S. Stewart Street, Suite 4001 • Carson City, Nevada 89701 • p: 775.687.4670 • f: 775.687.5856 • www.ndep.nv.gov



State of Nevada

Dept. of Conservation & Natural Resources

State Environmental Commission SEC.nv.gov

901 South Stewart Street, Suite 4001, Carson City, Nevada 89701

FORM 3: FORM FOR REQUESTING AN APPEAL HEARING
(Provide attachments as needed)

1. Name, address, telephone number, and signature of appellant:

Name: _____

Physical Address: _____

E-mail Address: _____

Telephone Number: _____

Signature: _____

Representative capacity (if applicable): _____

2. Attach copy of Nevada Division of Environmental Protection final decision, such as permit or notice of alleged violation, being appealed.

3. Specify grounds of appeal: (check all that apply)

- Final decision in violation of constitutional or statutory provision;
- Final decision made upon unlawful procedure;
- Final decision was affected by other error of law;
- Final decision was clearly erroneous in view of the reliable, probative and substantial evidence on the whole record;
- Final decision was arbitrary or capricious or characterized by abuse of discretion;

4. For each ground of appeal checked above, please list the constitutional, Nevada Revised Statute (NRS), and/or Nevada Administrative Code (NAC) provision allegedly violated. Also list the statutes and/or or regulations that give the State Environmental Commission jurisdiction to hear the appeal.

5. For each ground of appeal checked above, provide a brief and concise statement of the facts which provide the basis for the appeal.

Date of Request: _____.

Send Form to: Executive Secretary, State Environmental Commission, 901 South Stewart Street, Suite 4001, Carson City, NV 89701



State of Nevada

Dept. of Conservation & Natural Resources

State Environmental Commission SEC.nv.gov

901 South Stewart Street, Suite 4001, Carson City, Nevada 89701

FORM 3: FORM FOR REQUESTING AN APPEAL HEARING
(Provide attachments as needed)

1. Name, address, telephone number, and signature of appellant:

Name: Nathaniel Seltenreich

Physical Address: 3691 E Saddle Ave Las Vegas, NV 89121

E-mail Address: selten_nate@yahoo.com

Telephone Number: 7024165352

Signature: *Nathaniel Seltenreich*
DocuSigned by: B31C967A0F05499...

Representative capacity (if applicable): I will notify the board if I retain an attorney

2. Attach copy of Nevada Division of Environmental Protection final decision, such as permit or notice of alleged violation, being appealed.

3. Specify grounds of appeal: (check all that apply)

- Final decision in violation of constitutional or statutory provision;
- Final decision made upon unlawful procedure;
- Final decision was affected by other error of law;
- Final decision was clearly erroneous in view of the reliable, probative and substantial evidence on the whole record;
- Final decision was arbitrary or capricious or characterized by abuse of discretion;

4. For each ground of appeal checked above, please list the constitutional, Nevada Revised Statute (NRS), and/or Nevada Administrative Code (NAC) provision allegedly violated. Also list the statutes and/or or regulations that give the State Environmental Commission jurisdiction to hear the appeal.

5. For each ground of appeal checked above, provide a brief and concise statement of the facts which provide the basis for the appeal.

Per Regulation R155-17, Section 11.1, I have never falsely or fraudulently provided any information to the licensing board or my employer. When Nevada offered reciprocity for our certifications with Utah, Utah also allowed you to test 6 months earlier than Nevada. I decided to take my Grade III in Utah following all of their applicable regulations and policies. Utah offered the opportunity to review the exam if you failed. I reviewed the exam and after asking the proctor specifically if I was allowed to take notes, I did. I used my notes to study and prepare so I was successful the next time I took the exam.

Per Regulation R155-17, Section 11.3, I studied appropriately so as never to put the health and safety of the public and environment in jeopardy. I have now had my Grade III and been working as an Operator since 9/30/2013 without any incident that would put the environment or public in danger.

Date of Request: 10/2/2018.

Send Form to: Executive Secretary, State Environmental Commission, 901 South Stewart Street, Suite 4001, Carson City, NV 89701



State of Nevada

Dept. of Conservation & Natural Resources

State Environmental Commission SEC.nv.gov

901 South Stewart Street, Suite 4001, Carson City, Nevada 89701

SEC Appeal Hearing

Notice Pursuant to NRS 233B.121 and NAC 445B.891

Date: December 19, 2018

To: Appellant:
Nathaniel Seltenreich

Represented by Carrie L. Parker, Esq.
Snell & Wilmer L.L.P.
50 West Liberty Street, Suite 510
Reno, Nevada 89501

Respondent:
Nevada Division of Environmental Protection (“NDEP”)

Represented by Katie Armstrong, Esq.
Office of the Attorney General
100 North Carson Street
Carson City, NV 89701

From: Valerie King, CPM, Executive Secretary

Subject: Notice of Appeal Hearing: Proposed Revocation of NDEP Grade III Wastewater Treatment Operator Certificate No. NV-876

A three-member panel of the State Environmental Commission (SEC) has scheduled an appeal hearing regarding the above referenced wastewater treatment operator certificate. The hearing will be held on December 19, 2018, beginning at 10:00 a.m. at the Nevada Division of Environmental Protection building, Red Rock conference room, located at 2030 East Flamingo Road, Suite 230, Las Vegas, Nevada 89119. The hearing date was selected after consultation with the parties.

The SEC has jurisdiction to hear this appeal pursuant to NRS 445A.425 and NRS 445A.605. The regulation alleged by NDEP to have been violated, as cited in the September 26, 2018 Notice of Proposed Revocation is Nevada

Administrative Code (“NAC”) R155-17. Mr. Seltenreich contests the alleged violation and has identified the following statutory basis for appeal: NRS 445B.890(2)(a), NRS 445B.890(2)(d), and NRS 445B.890(2)(e).

About the Appeal: On October 2, 2018, Mr. Seltenreich filed his appeal.

In summary, Mr. Seltenreich has contested the proposed revocation of his Grade III Nevada Wastewater Treatment Operator Certificate NV-876 because he claims that NDEP’s Notice of Proposed Revocation was:

- (1) Made in violation of constitutional and statutory provisions;
- (2) Affected by other error of law; and
- (3) Was clearly erroneous in view of the reliable, probative and substantial evidence on the whole record.

Specific issues include but are not limited to, the manner in which Mr. Seltenreich obtained his Grade III Nevada Wastewater Treatment Operator Certificate NV-876. The issues for this appeal are, or will be, further clarified in the pre-hearing briefs ordered by the SEC on November 9, 2018.

Hearing Procedure: Practice before the SEC is governed by the attached regulations found at NAC 445B.875 et seq. The online version is located at: <http://www.leg.state.nv.us/NAC/NAC-445B.html#NAC445BSec875>
NRS 233B.121 to 233B.150 are also applicable. See: <http://www.leg.state.nv.us/NRS/NRS-233B.html#NRS233BSec121>

ecc: Appellant
NDEP Staff
SEC Appeal Panel
SEC/DAG

1 **BEFORE THE STATE OF NEVADA, STATE ENVIRONMENTAL COMMISSION**

2
3 **In the Matter of:**

4 **NATHANIEL SELTENREICH'S**
5 **APPEAL OF NOTICE OF PROPOSED**
6 **REVOCATION, CERTIFICATE NV-**
7 **876.**

8 **ORDER REGARDING**
9 **BRIEFING SCHEDULE**

10 On October 2, 2018, Nathaniel Seltenreich filed an appeal of the Nevada Division of
11 Environmental Protection's September 26, 2018 *Notice of Proposed Revocation of Wastewater*
12 *Treatment Plant Certification, Certificate NV-876.*

13 Pursuant to NAC 445B.8925, it is hereby ORDERED that Nathaniel Seltenreich shall file an
14 opening brief with the State Environmental Commission ("SEC") on or before Friday, November 2,
15 2018. The brief should contain a detailed statement of the issue(s) to be raised during the hearing. It is
16 further ORDERED that the Nevada Division of Environmental Protection shall file a responsive brief
17 on or before Friday, November 16, 2018. It is further ORDERED that Nathaniel Seltenreich may file a
18 reply brief on or before Friday, November 23, 2018. It is further ORDERED that each party shall
19 exchange with each other party, notice of the identity of each person who will offer direct oral
20 testimony at the hearing and each party shall exchange copies of all exhibits the party intends to offer as
21 evidence at the hearing not later than Friday, November 23, 2018. The parties are encouraged to submit
22 exhibits jointly where possible to avoid duplicate exhibits. Lastly, the appeal hearing in this matter is
23 scheduled for November 29, 2018 at 9:30 a.m. at the Grant Sawyer Building located at 555 East
24 Washington Avenue, Las Vegas, Nevada 89101.

25 Dated this 19TH day of October, 2018.

26 
27 _____
28 Member
 State Environmental Commission

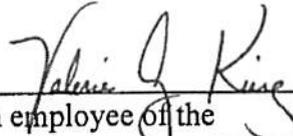
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CERTIFICATE OF SERVICE

I, Valerie King, certify that I am an employee of the State of Nevada, State Environmental Commission, and do hereby certify that on this 19th day of October, 2018, I electronically mailed a true and correct copy of the foregoing document to the following:

Nathaniel Seltenreich
selten_nate@yahoo.com
Appellant

Katie Armstrong, Esq.
karmstrong@ag.nv.gov
*Attorney for Appellee,
Nevada Division of
Environmental Protection*



An employee of the
State Environmental Commission

Katie S. Armstrong

From: Parker, Carrie <cparker@swlaw.com>
Sent: Thursday, November 1, 2018 9:43 AM
To: Katie S. Armstrong; Frederick J. Perdomo; vking@ndep.nv.gov
Cc: Longe, Holly; Klomp, Wayne
Subject: NDEP/Seltenreich - briefing schedule

Rick:

Thank you for granting me an extension to submit the opening brief on behalf of Mr. Seltenreich. According to my understanding, a date has not yet been identified for the new hearing date, but the goal is to hold the hearing before Christmas, and the briefing schedule will be set according to the hearing date. I am checking with Mr. Seltenreich regarding any days in December before Christmas that will not work for him.

Please let me know if I have misunderstood or if you need anything additional from me.

Thank you again for accommodating my request.

Katie, I hope you're having a nice vacation. Let's talk early next week.

Thanks,
Carrie

Carrie L. Parker
Snell & Wilmer L.L.P.
50 W. Liberty Street, Suite 510
Reno, Nevada 89501
Office: 775-785-5440
Direct: 775-785-5416
Fax: 775-785-5441
cparker@swlaw.com www.swlaw.com

Snell & Wilmer

Denver, Las Vegas, Los Angeles, Los Cabos, Orange County, Phoenix, Reno, Salt Lake City, Tucson

1 **BEFORE THE STATE OF NEVADA, STATE ENVIRONMENTAL COMMISSION**

2
3 **In the Matter of:**

4 **NATHANIEL SELTENREICH'S**
5 **APPEAL OF NOTICE OF PROPOSED**
6 **REVOCAION, CERTIFICATE NV-**
7 **876.**

8 **ORDER RESETTING HEARING DATE**
9 **AND BRIEFING SCHEDULE**

10 On November 1, 2018, both parties to this appeal hearing mutually agreed to reset the appeal
11 hearing date and the briefing schedule.

12 Pursuant to NAC 445B.8925, it is hereby ORDERED that Nathaniel Seltenreich shall file an
13 opening brief with the State Environmental Commission ("SEC") on or before Monday, November 26,
14 2018. The brief should contain a detailed statement of the issue(s) to be raised during the hearing. It is
15 further ORDERED that the Nevada Division of Environmental Protection shall file a responsive brief
16 on or before Monday, December 10, 2018. It is further ORDERED that Nathaniel Seltenreich may file a
17 reply brief on or before Friday, December 14, 2018. It is further ORDERED that each party shall
18 exchange with each other party, notice of the identity of each person who will offer direct oral
19 testimony at the hearing and each party shall exchange copies of all exhibits the party intends to offer as
20 evidence at the hearing not later than Friday, December 14, 2018. The parties are encouraged to submit
21 exhibits jointly where possible to avoid duplicate exhibits. Lastly, the appeal hearing in this matter is
22 scheduled for December 19, 2018 at 9:30 a.m. at a location in Las Vegas that will be identified in the
23 forthcoming notice for this hearing. All submittals to the SEC shall be provided electronically to
24 Valerie King at vking@ndep.nv.gov.

25 Dated this 9TH day of November, 2018.

26 _____
27 Member
28 State Environmental Commission

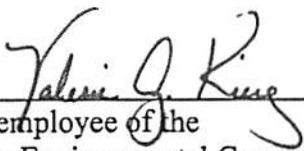
CERTIFICATE OF SERVICE

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I, Valerie King, certify that I am an employee of the State of Nevada, State Environmental Commission, and do hereby certify that on this 9th day of November, 2018, I electronically mailed a true and correct copy of the foregoing document to the following:

Carrie L. Parker, Esq.
cparker@swlaw.com
Attorney for Appellant,
Nathaniel Seltenreich

Katie Armstrong, Esq.
karmstrong@ag.nv.gov
Attorney for Appellee,
Nevada Division of
Environmental Protection



An employee of the
State Environmental Commission