

1 BEFORE THE STATE ENVIRONMENTAL COMMISSION
2 STATE OF NEVADA

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

 SETTLEMENT AGREEMENT AND
 RELEASE OF ALL CLAIMS

7
8 PARTIES

9 This Settlement Agreement and Release of All Claims ("Agreement") is entered by
10 and between the STATE OF NEVADA, DIVISION OF ENVIRONMENTAL
11 PROTECTION ("NDEP") and NATHANIEL SELTENREICH ("Seltenreich").

12 RECITALS

13 1. WHEREAS, at the relevant times mentioned in this Agreement, Seltenreich
14 was certified as a Grade III Wastewater Treatment Plant ("WWTP") Operator, and is,
15 therefore, subject to the provisions of NRS Chapter 445A and NAC Chapter 445A and the
16 jurisdiction of NDEP as the WWTP Operator certifying agency.

17 2. WHEREAS, the NDEP alleges that Seltenreich improperly obtained and
18 used answers to certain certification exams to take and pass Nevada exams, including the
19 Nevada Grade III wastewater operation exam.

20 3. WHEREAS, based on the allegations, on September 26, 2018, NDEP issued
21 a Notice of Proposed Revocation of Certificate NV-876 to Seltenreich.

22 4. WHEREAS, on October 2, 2018, Seltenreich filed an appeal with the State
23 Environmental Commission ("Commission") captioned *In the Matter of: Nathaniel*
24 *Seltenreich's Appeal Of Notice of Proposed Revocation, Certificate NV-876.*

25 5. WHEREAS, the Commission heard the Appeal on December 19, 2018.
26 During deliberations, the Commission members did not reach a decision on NDEP's
27 proposed revocation of Seltenreich's Grade III certification and moved to continue the
28 hearing pending settlement negotiations between the parties.

1 The parties desire to compromise and settle the instant controversy upon the
2 following terms and conditions:

3 **CERTIFICATION COMPROMISE**

4 1. Seltenreich agrees that sixty (60) days from the date this Agreement is fully
5 executed, Seltenreich's Grade III certification will be revoked. Seltenreich further agrees
6 that during this sixty (60) day time period Seltenreich is precluded from taking the Grade
7 III certification exam at any location;

8 2. Seltenreich further agrees to complete, and prove completion to NDEP of, an
9 ethics course approved by the NDEP within six (6) months from the date this Agreement
10 is fully executed. At the request of Seltenreich, and upon a showing of good cause, the
11 NDEP may extend the time for him to complete and prove completion of an ethics course,
12 but in no event shall Seltenreich receive more than one (1) year from the date this
13 Agreement is fully executed to complete these requirements. Proof of completion must be
14 received before Seltenreich will be permitted to take a Grade III certification exam;

15 3. Seltenreich further agrees that if any requirement specified above in
16 paragraphs 1 and 2 are not complied with or timely completed, the NDEP may, at its
17 option, require Seltenreich to complete and provide proof of completion to the NDEP of
18 120 contact hours of education related to sewage treatment and two postsecondary
19 courses of instruction related to sewage treatment as required per
20 NAC 445A.2862(2)(b)(3) before being permitted to take a Grade III certification exam;

21 4. Seltenreich understands that this Agreement constitutes discipline against
22 Seltenreich's certification;

23 5. NDEP agrees that Seltenreich will maintain his Grade II certification once
24 Seltenreich Grade III certification is revoked pursuant to subsection 1 and subject to
25 Seltenreich remaining in good standing with NDEP with respect to the Grade II
26 certification.

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1 sustained by the persons and/or entities named in this section as a result of said claims,
2 suits, and actions.

3 FEES AND COSTS

4 Each party shall bear its own attorney's fees and costs arising from or related to
5 the Appeal.

6 PUBLIC DOCUMENT

7 Seltenreich understands that this Agreement is a public document and that the
8 public records law may require the Commission and/or the NDEP to make available for
9 inspection this Agreement and related documents.

10 MODIFICATION

11 The terms of this Agreement may be modified only by a subsequent written
12 agreement signed by all the Parties.

13 INTEGRATION

14 This Agreement constitutes the final, complete, and exclusive agreement and
15 understanding between the Parties with respect to settlement of this matter. This
16 Agreement supersedes all prior agreements and understandings, whether oral or written,
17 concerning the settlement embodied herein. No other document, nor any representation,
18 inducement, agreement, understanding, or promise, constitutes any part of this
19 Agreement or the settlement it represents, nor shall it be used in construing the terms of
20 this Agreement.

21 COUNTERPARTS

22 This Agreement may be executed in any number of separate counterparts, each of
23 which shall be deemed an original but all of which when taken together shall constitute
24 one and the same instrument.

25 SIGNATORIES

26 Each undersigned Party or Party representative certifies that he or she is fully
27 authorized to enter into the terms and conditions of this Agreement and to execute and
28 legally bind him or herself or the Party he or she represents to this document.

1 FULL FORCE AND EFFECT

2 The Parties agree that if any provision of this Agreement is for any reason deemed
3 invalid, the remaining provisions shall remain in full force and effect where possible.

4 INTERPRETATION

5 This Agreement shall not be construed against any party on the basis that its
6 attorney drafted it.

7 NEVADA LAW

8 This Agreement shall be construed and interpreted in accordance with Nevada law.
9 If any dispute arises in any manner with respect to this Agreement, an action must be
10 filed and maintained in Nevada, applying Nevada law.

11 THE UNDERSIGNED, HAVING READ THIS AGREEMENT AND HAVING HAD
12 OPPORTUNITY TO CONSULT WITH COUNSEL, DO HEREBY AGREE TO THE
13 TERMS AND CONDITIONS CONTAINED IN THIS AGREEMENT BY AFFIXING THEIR
14 SIGNATURES BELOW.

15 Appellant,

16
17 Dated: 1/22/2019

Nathaniel Seltenreich
18 NATHANIEL SELTENREICH
Appellant

19 Respondent,

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23 Dated: 1/23/2019

STATE OF NEVADA,
DIVISION OF ENVIRONMENTAL
PROTECTION

24 By: [Signature]
GREG LOVATO
Administrator

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1 Approved as to form:

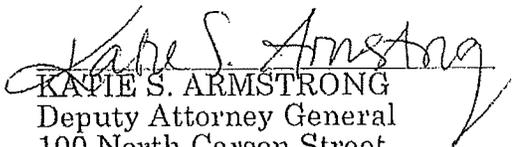
AARON D. FORD
Attorney General

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4 Dated: 1/23/19

By:


KATIE S. ARMSTRONG
Deputy Attorney General
100 North Carson Street
Carson City, Nevada 89701
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*Attorney for State of Nevada
Division of Environmental Protection*

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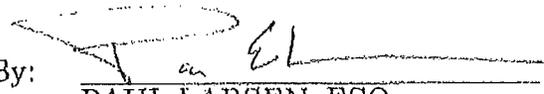
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PAUL LARSEN, ESQ.
SNELL & WILMER

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11 Dated: 1/22/2019

By:


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Attorney for Nathaniel Seltenreich

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