



August 28, 2014

Ms. Nancy Nuttbrock
Administrator
WYDEQ-LQD
Herschler Bldg. 3W
122 West 25th Street
Cheyenne, WY 82002

RE: NOV 4944-12 Settlement Agreement

Dear Ms. Nuttbrock,

Please find attached to this letter the signed Settlement Agreement between the Wyoming Department of Environmental Quality and Tata Chemicals (Soda Ash) Partners as the agreed outcome to the Notice of Violation numbered 4944-12 issued on January 4, 2012. In addition, you will also find a company check issued to WDEQ/LQD in the amount of \$20,000. This constitutes Tata's responsibility for compliance with Item #2 of the Settlement Agreement. The remaining actions Tata has agreed to in the Agreement will be completed with all required documentation and submitted to you no later than the due dates listed in the Agreement.

Should you have any questions, comments, or concerns, please don't hesitate to contact me at (307) 872-3365, or Brett Harding at (307) 872-3674.

Thank you,

A handwritten signature in black ink, appearing to read 'Paul Peterson', written over a horizontal line.

Paul Peterson
Site Manager
Tata Chemicals (Soda Ash) Partners
20 Miles West of Green River
Green River, WY 92935

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TATA CHEMICALS (SODA ASH) PARTNERS

20 Miles West of Green River • P.O. Box 551 • Green River, Wyoming 82935-0551
Telephone 307-875-3350



Department of Environmental Quality



To protect, conserve and enhance the quality of Wyoming's environment for the benefit of current and future generations.

Matt Mead, Governor

Todd Parfitt, Director

August 20, 2014

CERTIFIED MAIL - RETURN RECEIPT REQUESTED # 7014 0510 0001 9791 8755

Mr. Brett Harding
TATA Chemicals (Soda Ash) Partners
P.O. Box 551
Green River, WY 82935-0551

**RE: Notice of Violation, Docket No. 4944-12, Settlement Agreement
TATA Chemicals (Soda Ash) Partners, Permit 464**

Dear Mr. Harding:

Enclosed please find the Final Settlement Agreement for the Notice of Violation (NOV), Docket No. 4944-12. The Final Settlement Agreement documents the terms agreed to through e-mail correspondence between you and me.

You have 15 days from the date of receipt to sign and return the Final Settlement Agreement to: Nancy Nuttbrock, Administrator, Wyoming Department of Environmental Quality / Land Quality Division, Herschler Bldg. 3W, 122 West 25th Street, Cheyenne, WY, 82002. Please have the appropriate representative party sign both copies and return them; once signed by the WDEQ Director and WDEQ/LQD Administrator, one copy will be returned to you for your records. If you have any questions about this letter or the Final Settlement Agreement, please contact me immediately.

Respectfully,

Brian R. Wood
District II Hydrologist

W/ Enclosures – Final Settlement Agreement

CC Kim Pandullo, WyDEQ/LQD Cheyenne
John Erickson, WyDEQ/LQD Lander
Notice of Violation, Docket No. 4944-12

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Lander Field Office • 510 Meadowview Drive • Lander, WY 82520 • <http://deq.state.wy.us>

ABANDONED MINES
(307) 332-5085
FAX 332-7726

AIR QUALITY
(307) 332-6755
FAX 332-7726

LAND QUALITY
(307) 332-3047
FAX 332-7726

SOLID & HAZARDOUS WASTE
(307) 332-6924
FAX 332-7726

WATER QUALITY
(307) 332-3144
FAX 332-7726



WYOMING DEPARTMENT OF ENVIRONMENTAL QUALITY
LAND QUALITY DIVISION

SETTLEMENT AGREEMENT

The Wyoming Department of Environmental Quality / Land Quality Division (WDEQ/LQD) and TATA Chemicals (Soda Ash) Partners ("TATA"), a general partnership authorized to do business in the State of Wyoming, enter into this Settlement Agreement to fully and finally resolve without litigation the violations alleged in the **Notice of Violation, Docket Number 4944-12 dated January 4, 2012 ("NOV")**. The NOV alleges, in general terms, that: (1) TATA failed to provide construction plans and specifications for the dike raise on Cell D and the enlargement of Cell F which is a violation of WDEQ/LQD NonCoal Rules and Regulations Chapter 2, Section 2 (b)(iii)(F), (2) TATA failed to notify the WDEQ/LQD of the dike failures associated with Cell D which is a violation of WDEQ/LQD Rules and Regulations Chapter 3, Section 2 (l)(i), and (3) TATA's failure to conduct adequate moisture content and compaction testing during construction and allowing construction to continue while design specifications and prudent engineering practices were not being met is a violation of WDEQ/LQD Rules and Regulations Chapter 3, Section 2 (h)(i). These violations are located on property operated by TATA in Section 31, Township 19N, Range 109W of Sweetwater County and within the boundaries of WDEQ/LQD Permit No. 464.

TATA acknowledges the above alleged violations of the WDEQ/LQD NonCoal Rules and Regulations. Review of the overarching situation was the need for more evaporative storage of the brine solution generated by processing operations. For resolution purposes the WDEQ/LQD is recognizing TATA's process improvements that have been implemented during the interim (post NOV) as constituting "Best Management Practices" (BMP), which include (1) cyclone processes, (2) paste plant processes, and (3) decahydrate crystal (DECA) recovery operations. These BMP's are expected to (1) reduce the required water storage volume and (2) reduce overall raw water demand and promote reuse to the degree possible. Design and construction / implementation of these BMP's will decrease evaporative storage requirements and should (1) limit the need for further pond capacity expansion either through construction of new facilities or dike raises of existing facilities and (2) assist in limiting further growth of the existing ground water contamination plume associated with pond leakage. Documentation of the effectiveness of these BMP's in reducing water demand and the need for increased pond capacity is the focus of this Settlement Agreement.

W.S. § 35-11-901(a)(ii) authorizes the WDEQ/LQD to negotiate a stipulated settlement, including payment of a penalty, in lieu of litigation. To that end, TATA and the WDEQ/LQD hereby stipulate and agree as follows:

1. The WDEQ/LQD, pursuant to W.S. § 35-11-104, is a department in the executive branch of Wyoming State Government and is principally situated in Cheyenne, Wyoming. The WDEQ is the agency principally responsible for administering the Wyoming Environmental Quality Act, including all provisions of the WDEQ/LQD Noncoal Rules and Regulations.
2. TATA agrees to pay a **total penalty of Twenty Thousand Dollars (\$20,000.00)** as a stipulated cash settlement as partial resolution to this matter in lieu of litigation under W.S. § 35-11-901(a)(ii). TATA shall pay Twenty Thousand Dollars (\$20,000.00) directly to the WDEQ/LQD. The payment is due within thirty (30) days of full execution of this Settlement Agreement. Payment to the WDEQ/LQD shall be by check and made payable to the Wyoming Department of Environmental Quality / Land Quality Division and sent to ~~the~~

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attention of Nancy Nuttbrock, Administrator, Wyoming Department of Environmental Quality / Land Quality Division, Herschler Bldg. 3W, 122 West 25th Street, Cheyenne, WY, 82002.

3. Evaluate the quality and quantity of water captured by the Pond Wash pump back system as related to its use feasibility in the DECA recovery process. The evaluation results and any preliminary designs options for changes to the piping network to convey the captured water to DECA recovery areas must be completed by October 31, 2014.
4. Complete and submit an assessment of the existing ground water monitoring network by October 31, 2014. This assessment should: (a) document the condition of all existing wells, (b) include recommendations for well replacement and/or remediation, (c) render a conclusion as to whether the existing system is adequate to define the extent of the contamination plume, (d) make recommendations regarding new / additional well locations to define and monitor the extent of the plume, (e) evaluate the effectiveness of the existing pump back systems in the Northeast and Pond Washes, and (f) provide recommendations, as necessary, to increase pump back system efficiency.
5. Submit a report that defines and documents the extent of the effectiveness of the three BMP's constructed / implemented on reducing raw water demand and water storage requirements by December 31, 2014.
6. This signed Settlement Agreement and satisfactorily completing items in paragraphs 2, 3, 4 and 5 herein, shall constitute full satisfaction and resolution of all claims by the WDEQ/LQD against TATA based on the alleged violations as specified in the NOV. Contingent upon TATA's compliance with the terms of this Settlement Agreement, the WDEQ/LQD will refrain from taking further enforcement action against TATA for these particular alleged violations cited in this Settlement Agreement. Through this Settlement Agreement, the parties intend to resolve with prejudice all allegations that were asserted in the NOV.
7. TATA waives any statute of limitations which may apply to an enforcement action by the WyDEQ/LQD involving specific matters described in the NOV in the event that TATA fails to fulfill its obligations as specifically set forth in this Settlement Agreement.
8. Except for the alleged violations in the NOV, nothing in this Settlement Agreement precludes the WDEQ/LQD from taking additional enforcement action, including the issuance of a Notice of Violation, Order, and/or pursuing additional penalties should TATA violate the Wyoming Environmental Quality Act or applicable WDEQ/LQD Rules and Regulations in the future.
9. This Settlement Agreement shall be admissible by either party without objection by the other party in any subsequent action between these parties.
10. Notwithstanding any other language in the Settlement Agreement, the State of Wyoming, and the WDEQ do not waive Sovereign Immunity by entering into this Settlement Agreement with TATA and specifically retain all immunity and defenses available as sovereigns under State and Federal law.
11. Each party shall bear its own attorney fees and costs, if any, incurred through the date of this Settlement Agreement is signed by both parties.

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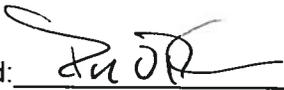
12. This Settlement Agreement is binding upon TATA, its successors and assignees, and upon the WDEQ/LQD.

13. The persons signing this Settlement Agreement certify that they are duly authorized to bind their respective parties to this Settlement Agreement.

For: **TATA Chemicals (Soda Ash) Partners**

By: Tata Chemicals (Soda Ash) Partners Holdings, Managing Partner

By: Tata Chemicals North America Inc., Managing Partner

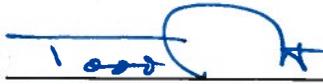
Signed: 

Date: 8/27/14

Typed: Paul Peterson

Title: Plant Manager

For: **WYOMING DEPARTMENT OF ENVIRONMENTAL QUALITY**



Todd Parfitt

Wyoming Department of Environmental Quality

Date: 9/4/14



Nancy Nuttbrock, Administrator

Land Quality Division

Date: 9/4/14

Cc: Kim Pandullo, WDEQ/LQD Cheyenne
Brian Wood, WDEQ/LQD Lander
Docket No. 4944-12

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