

SETTLEMENT AGREEMENT

The Wyoming Department of Environmental Quality, Solid and Hazardous Waste Division (DEQ/SHWDD) and Hout Trucking, a Wyoming company, authorized to do business in Wyoming, enter into this Settlement Agreement to fully and finally resolve without litigation the violations alleged in **Notice of Violation No. 3990-06, dated December 8, 2006**. The Notice of Violation alleges that 1) Hout Trucking, is in violation of the Wyoming Environmental Quality Act (Act) and applicable Solid and Hazardous Waste Rules & Regulations or permit conditions.

W.S. 35-11-90(a)(ii) authorizes the DEQ to negotiate a stipulated settlement, including payment of a penalty, compliance schedules, or other enforcement conditions, in lieu of litigation. To that end, Hout Trucking and the DEQ/SHWDD hereby stipulate and agree as follows:

1. The DEQ/SHWDD is responsible for enforcing the Solid and Hazardous Waste Rules and Regulations.
2. Hout Trucking operates a trucking company in Worland, WY.
3. Wyoming SWRR, Chapter 1, Section 1(f); Section 5(a), requires the facility to have a current permit or One-Time Authorization (OTA) to manage wastes at this location. Hout Trucking hauled approximately one thousand cubic yards of debris from the demolition of the Worland Middle School to the Shryack property at 657 West River Road in Worland, Wyoming for disposal. The material consisted of brick, concrete, plastic, rebar, pipe, electrical wiring, and insulation. Chapter 1, Section 1(e)(i) of the Wyoming SWRR, defines "Construction/demolition waste" including blocks, brick, plaster, and metal. The October 10, 2006, inspection revealed that Hout Trucking was managing construction/demolition wastes without a permit or a one-time or emergency authorization in violation of the Wyoming SWRR.
4. Since receiving the Notice of Violation No. 3990-06 on or about November 27, 2006, Hout Trucking has not corrected the above violation. On December 8, 2006 an inspection of the Shryack property was conducted. During the inspection, photo documentation was taken to confirm that the property owner (Steve Shryack) has been sorting the recyclable materials out of the construction/demolition debris.
5. Hout Trucking shall work with the property owner at 657 West River Road to return the property back into compliance with the Wyoming Solid and Hazardous Waste Rules and Regulations. The property owner Steve Shryack must return the property back into compliance no later than August 31, 2007.

If Mr. Shryack does not return 657 W. River Road back into compliance by August 31, 2007, Hout Trucking must transport the remaining material that does not meet the Wyoming Solid Waste Rules and Regulations, clean fill requirements, to the Worland Landfill no later than December 31, 2007.

Work in returning this property back into compliance shall commence within sixty (60) days after execution of this Settlement Agreement by both parties, and shall be completed no later than December 31, 2007. Hout Trucking working with Mr. Shryack shall maintain photo documentation and recycling receipts to verify the property is being returned to compliance.

6. Hout Trucking in accordance with this Settlement Agreement, agrees to pay a total of \$3,040.00 dollars to the Solid and Hazardous Waste Division as stipulated penalty for the cited violations. Such payments shall be made no later than March 15, 2007, by check made payable to the Wyoming Department of Environmental Quality and addressed to the Wyoming Department of Environmental Quality, Attention: WDEQ/SHWD, Herschler Building, 4th Floor West Wing, 122 W. 25th Street, Cheyenne, WY 82002.

7. Hout Trucking's full compliance with the terms of this Settlement Agreement shall constitute satisfaction for all present and future claims by DEQ against Hout Trucking based on the acts or omissions alleged to be violations in Notice of Violation No. 3990-06. Contingent on Hout Trucking's compliance with the terms of this Settlement Agreement, DEQ will refrain from taking further enforcement action against Hout Trucking for these particular alleged acts or omissions.

8. Hout Trucking waives any statute of limitations which may apply to an enforcement action by the DEQ/SHWD involving the specific matters described in Notice of Violation No. 3990-06 in the event that Hout Trucking fails to fulfill its obligations under this Settlement Agreement.

9. This Settlement Agreement shall be admissible by either party without objection by the other party in any subsequent action between these parties.

10. Each party shall bear its own attorney fees and costs, if any, incurred through the date this Settlement Agreement is signed by both parties.

11. This Settlement Agreement is binding upon Hout Trucking, its successors and assigns, and upon the DEQ.

12. This Settlement Agreement may only be amended in writing, signed by both parties.

13. The State of Wyoming and the Department of Environmental Quality, Solid and Hazardous Waste Division, do not waive sovereign immunity by entering into this Settlement Agreement, and specifically retain all immunity and all

defenses to them as sovereigns pursuant to Wyoming Statute. § 1-39-104(a) and all other state law.

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

FOR: HOUT TRUCKING

Signed: Melanie Hout Date: 2/27/07

Typed: MELANIE HOUT

Title: Sue/TREAS

FOR: THE WYOMING DEPARTMENT OF ENVIRONMENTAL QUALITY

John V. Carr, Director
Department of Environmental Quality (DEQ)

Date: 3/2/07

Ray Korman, Administrator
DEQ/Solid & Hazardous Waste Division

Date: 2 March 07