

SETTLEMENT AGREEMENT

The Wyoming Department of Environmental Quality, Solid and Hazardous Waste Division (WDEQ/SHWD) and the City of Laramie (Laramie Landfill), enter into this Settlement Agreement to fully and finally resolve without litigation the violations alleged in **Notice of Violation No. 3995-07, dated January 3, 2007**. The Notice of Violation alleges that: 1) The City of Laramie is in violation of the February 1, 2002 Laramie Landfill permit (10.320).

W.S. 35-11-901(a)(ii) authorizes the WDEQ to negotiate a stipulated settlement, including payment of a penalty, compliance schedules, or other enforcement conditions, in lieu of litigation. To that end, the City of Laramie and the WDEQ/SHWD hereby stipulate and agree as follows:

1. The WDEQ/SHWD is responsible for enforcing the Solid and Hazardous Waste Rules & Regulations.
2. The City of Laramie, Laramie Landfill operates as a Type 1 municipal landfill in Albany County, Laramie, WY.
3. The February 1, 2002 permit issued to the City of Laramie, Laramie Landfill (10.320), requires semi-annual groundwater sampling and analysis as indicated in Chapter VI, Monitoring Standard, Detection Monitoring (Stage 1) of this permit:

"The current detection monitoring plan includes semi-annual sampling of wells M-3A, MW-12A, MW-13A, and MW-14A. (Additional wells, including MW-4A and MW-9A, will be added to the plan before disposal begins in other areas of the facility.) Semi-annual samples from the wells will be analyzed for the constituents listed in Chapter 2, Appendix A of the Solid Waste Rules and for the following indicator parameters: total dissolved solids (TDS), chemical oxygen demand (COD), ammonia as N, nitrate as N, bicarbonate, carbonate, chloride, fluoride, calcium, magnesium, potassium, sodium and sulfate." (February 1, 2002 Laramie Landfill permit (10.320), Chapter VI, Monitoring Standard, Detection Monitoring (Stage 1)).

4. The results of the WDEQ evaluation indicated that in 2002 and 2003, only one of the two required semiannual groundwater sampling and analysis events were completed, and in 2004 and 2005 none of the two required groundwater sampling and analysis events were completed. Thus, since 2002, a total of six (6) required groundwater sampling and analysis events at five (5) wells (MW-3A, MW-9A, MW-12A, MW-13A and MW-14A), required by the February 1, 2002, the City of Laramie, Laramie Landfill permit (10.320) were not performed.

5. On January 10, 2007, the Laramie Landfill performed a groundwater sampling event for which the analysis was subsequently completed. A complete Sanitas evaluation of all Laramie Landfill groundwater monitoring is underway and will be submitted to WDEQ/SHWD.

by June 30, 2007.

6. The City of Laramie shall implement an electronic waste (e-waste) recycling program as a supplemental environmental project (SEP). The e-waste recycling program will consist of regular collection events (at least as frequent as semi-annual) and the availability for diversion of e-waste at the Laramie Landfill entrance. The e-waste collected will be sent to a qualified e-waste recycling facility for disassembly and proper handling. Educational materials will be distributed at the landfill as well as through other means to spread the word that e-waste should not be placed in the landfill. The e-waste recycling program commenced on April 21, 2007 with a collection event during which 16,506 pounds of e-waste was collected and processed. Subsequent diversion at the Laramie Landfill entrance has exceeded 8,000 pounds in less than two months. The City of Laramie shall document and submit a copy of all applicable invoices and documentation of project costs incurred in implementing the e-waste recycling program to the WDEQ/SHWD, which shall be offset against the balance of the proposed settlement penalty of \$15,040.00. Any appropriate costs incurred during the collection event on April 21, 2007 or during subsequent e-waste recycling efforts shall be allowable expenditures for application against the settlement penalty. WDEQ/SHWD shall provide written verification of approved expenditures to be credited against the settlement penalty no later than sixty (60) days following submission by the City of Laramie. Upon submission of complete documentation of expenditures meeting or exceeding the amount of the settlement penalty, WDEQ/SHWD shall provide written confirmation no later than sixty (60) days following submission of the documentation of the completion of the City of Laramie's obligation, including a release stating the settlement agreement penalty has been fulfilled.

7. If the City of Laramie does not complete the e-waste recycling program in accordance with this Settlement Agreement within one year of the date of this signed agreement (settlement date), it agrees to pay a total of \$15,040.00 dollars to the Solid and Hazardous Waste Division as stipulated penalty for the cited violations. If the documented SEP costs, as approved by DEQ/SHWD, are less than \$15,040.00, the City of Laramie shall pay the difference as a stipulated penalty. Such payments shall be made no later than sixty (60) days from the one year anniversary of the settlement date, 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.

8. Within sixty (60) days of date of this settlement agreement, the City of Laramie must submit a plan to the WDEQ/SHWD to ensure that all required groundwater monitoring and sampling events are performed as required by the Laramie Landfill permit.

9. The City of Laramie's full compliance with the terms of this Settlement Agreement shall constitute satisfaction for all present and future claims by WDEQ against the City of Laramie based on the acts or omissions alleged to be violations in Notice of Violation No. 3756-07. Contingent on the City of Laramie's compliance with the terms of this Settlement

Agreement, DEQ will refrain from taking further enforcement action against the City of Laramie for these particular alleged acts or omissions.

10. The City of Laramie waives any statute of limitations which may apply to an enforcement action by the WDEQ/SHWD involving the specific matters described in Notice of Violation No. 3756-05 in the event that the City of Laramie fails to fulfill its obligations under this Settlement Agreement.

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

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

13. This Settlement Agreement is binding upon the City of Laramie, its successors and assigns, and upon the WDEQ.

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

15. The State of Wyoming and the Department of Environmental Quality, Solid and Hazardous Waste Division, and the City of Laramie 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 Wyo. Stat. §1-39-104(a) and all other state law.

16. Parties do not intend to create in any other individual or entity the status of third party beneficiary, and this Settlement Agreement shall not be construed so as to create such status. The rights, duties, and obligations contained in this Contract shall operate only between Parties to this Settlement Agreement and shall inure solely to the benefit of Parties to this Settlement Agreement, their direct heirs, successors or assigns. The provisions of this Settlement Agreement are intended only to assist Parties in determining and performing their obligations under this Settlement Agreement. Parties to this Settlement Agreement intend and expressly agree that only Party's signatory to this Settlement Agreement or their direct heirs, successors or assigns shall have any legal or equitable right to seek to enforce this Settlement Agreement to seek any remedy arising out of a Party's performance or failure to perform any term or condition of this Settlement Agreement or to bring an action for the breach of this Settlement Agreement.

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

FOR: THE CITY OF LARAMIE

Signed: Mark A. Collins
Mark A. Collins, City Manager

Date: 6/26/07

FOR: THE WYOMING DEPARTMENT OF ENVIRONMENTAL QUALITY:

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

Date: 7/2/07

John V. Bove, Administrator
DEQ/Solid & Hazardous Waste Division

Date: 29 Jun 07

City Attorney's Office
approval as to form:

P. Trust
Date: 06-27-07