

SETTLEMENT AGREEMENT

The Wyoming Department of Environmental Quality, Solid and Hazardous Waste Management Division (DEQ) and S and S Plummer, Inc. d/b/a Eastgate Service (Plummer), enter into this Settlement Agreement to fully and finally resolve without litigation the violations alleged in Notice of Violation No. 4806-08, dated January 30, 2008. Plummer is the owner and operator of the underground storage tanks (USTs) located at 393 East Birch Street, Glenrock, Wyoming. This UST facility is registered with the DEQ as facility 0-001575. The Notice of Violation alleges that: 1) Plummer operated one of the underground storage tanks with the overfill device purposely disabled until that was discovered on January 17, 2008. That act is a violation of the Wyoming Water Quality Rules and Regulations (WWQRR), Chapter 17, Section 6 (c) (ii) (B).

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

1. The DEQ is responsible for enforcing the Storage Tank Act of 2007 and Chapter 17, WWQRR.
2. Wyoming Water Quality Rules and Regulations (WWQRR), Chapter 17, Section 6 (c) (i) (B), states: “(c) Spill and overfill prevention equipment. (i) Except as provided in Section 6 (c) (ii), to prevent spilling and overfilling associated with regulated substance transfer to the UST system, owners and/or operators shall use the following spill and overfill prevention equipment: (B) Overfill prevention equipment that will: (I) Automatically shut off flow into the tank when the tank is no more than ninety-five percent (95%) full; or (II) Alert the transfer operator when the tank is no more than ninety percent (90%) full by restricting the flow into the tank or triggering a high-level alarm.”

Since receiving Notice of Violation No. 4806-08 on or about February 13, 2008, Plummer has corrected the cited violations.

3. Plummer agrees to pay a total of One Thousand Five Hundred Dollars (\$1,500.00) to the DEQ as a stipulated penalty for the cited violations. Payment of Five Hundred Dollars (\$500.00) shall be made within 30 days after execution of this Settlement Agreement. Payment shall be by check made payable to the Wyoming Department of Environmental Quality and addressed to the Wyoming Department of Environmental Quality, Attention: Robert Lucht, Herschler Building, 4th Floor West Wing, 122 W. 25th Street, Cheyenne, WY 82002.
4. One Thousand Dollars (\$1,000.00) of this penalty is stayed for one (1) year. If Plummer fully complies with WWQRR, Chapter 17 for one (1) year from the date of this settlement agreement, the stayed portion of this penalty shall be forgiven. For purposes of this Settlement Agreement only, full compliance with WWQRR, Chapter 17 means:
 - (A) Plummer shall pay storage tank fees in the amount of Two Hundred Dollars (\$200.00) per tank per calendar year, no later than January 1 of each year.
 - (B) Plummer shall conduct automatic tank gauging and statistical inventory reconciliation as required in WWQRR Chapter 17, Section 16 (c).
 - (C) Plummer shall report a suspected release and investigate that release whenever required by Chapter 17, Sections 16, 19 and 20.
 - (D) Plummer shall maintain all spill prevention and overfill devices in working condition as required by WWQRR, Chapter 17, Section 6 (c).

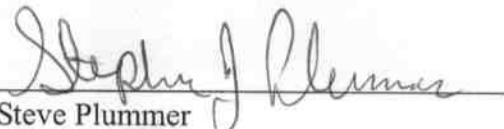
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- (E) Plummer shall monitor all mechanical line leak detectors and maintain those devices in working order. Plummer shall have the mechanical line leak detectors tested for functionality no later than September 26, 2008.
 - (F) Plummer shall conduct an Operator's Annual Inspection no later than September 26 of each year.
 - (G) If this facility is sold, Plummer shall file the change of ownership form with the department with the signatures of both Plummer and the new owner within 30 (thirty) days of the closing date of the sale. Since this Settlement Agreement is binding on Plummer's successors, Plummer shall disclose this Settlement Agreement to any potential purchaser of the property prior to any sale.
 - (H) If any of the tanks at this location are removed, Plummer shall coordinate the removal with the Casper Office of DEQ, so that a tank removal inspection may be conducted while the excavation is still open and the tank is available for inspection. Plummer shall decommission any tank removed in accordance with DEQ regulations.
 - (I) If any additional tanks are installed at this location, Plummer shall follow all of the requirements in the Storage Tank Act of 2007 and Chapter 17, WWQRR.
5. Plummer's full compliance with the terms of this Settlement Agreement shall constitute satisfaction for all claims by the DEQ against Plummer based on the violations alleged in Notice of Violation No. 4806-08. Contingent upon Plummer's compliance with the terms of this Settlement Agreement, the DEQ will refrain from taking further enforcement action against Plummer for these particular violations.
 6. Plummer waives any statute of limitations that may apply to an enforcement action by the DEQ involving the specific matters described in Notice of Violation No. 4806-08 in the event that Plummer fails to fulfill its obligations under this Settlement Agreement.
 7. This Settlement Agreement shall be admissible by either party without objection by the other party in any subsequent action between these parties.
 8. Each party shall bear its own attorney fees and costs, if any, incurred through the date this Settlement Agreement is signed by both parties.
 9. This Settlement Agreement is binding upon Plummer and all of its successors and assigns, and upon the DEQ.
 10. Nothing in this Settlement Agreement supersedes any provision found in any Wyoming state law, or any regulation issued by the Department of Environmental Quality or any federal law or regulation.

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

FOR S & S PLUMMER, LLC:

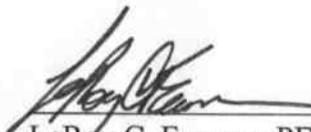

Steve Plummer
President

3/2/08
Date

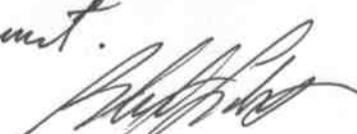
FOR THE WYOMING DEPARTMENT OF ENVIRONMENTAL QUALITY:


John V. Corra,
Director

3/6/08
Date


LeRoy C. Feusner, PE, BCEE
Administrator
Solid and Hazardous Waste Management Division

5/1/08
Date

Check # 5708 drawn on Helix National Bank
in the amount of Five Hundred Dollars (\$500⁰⁰)
was received with this document.


SOLID AND HAZARDOUS
WASTE DIVISION

MAR 05 2008