

APR 25 2008

Solid & Hazardous Waste Div.
Lander, Wyoming

SETTLEMENT AGREEMENT

The Wyoming Department of Environmental Quality, Solid and Hazardous Waste Division (WDEQ, SHWDD) and Valley enter into this Settlement Agreement to fully and finally resolve without litigation the violations alleged in **Notice of Violation Docket No. 4204-08, Dated January 4th, 2008**. The Notice of Violation allege that Valley Recycling 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) authorize 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, Valley Recycling and the DEQ/SHWD hereby stipulate and agree as follows.

1. The DEQ/SHWD is responsible for enforcing the Solid and Hazardous Waste Rules and Regulations.

2. Valley Recycling operates a recycling facility located at 1025 County Road, Afton, 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. Valley Recycling allowed several trucking companies and contractors to haul nearly six thousand (6000) cubic yards of construction demolition waste from Teton and Lincoln Counties to 1025 County Road for disposal for a fee. Much of this material was not being recycled and/or could not be recycled. Therefore, the October 29, 2007 inspection revealed that Valley Recycling was managing construction/demolition wastes without a permit or a one-time or emergency authorization in violation of the Wyoming SWRR.

4. Since the October 29, 2007 inspection, Valley Recycling and a local contractor worked to sort all the construction demolition waste into clean wood and waste that has to be disposed of at a permitted facility. Valley Recycling acquired from the Air Quality Division burn permits on a daily basis to burn the clean wood in small quantities. Photo documentation was taken and provided to WDEQ to show that only clean materials were being burned and other wastes were being separated for proper disposal.



5. Valley Recycling must transport the remaining construction/demolition waste and ash from 1025 County Road to a permitted disposal facility no later than June 30, 2008.
6. If Valley Recycling is planning to continue to accept brick, concrete, and asphalt as clean fill, Valley Recycling must request in writing per the requirements of Chapter 1, Section 1(1) of the Solid Waste Rules and Regulations to receive an exemption to accept clean fill from the DEQ/SHWD permitting division no later than April 30, 2008. This request must be sent to WDEQ/SHWD/Permitting, 510 Meadowview, Lander, WY 82520.
7. Valley Recycling in accordance with this Settlement Agreement agrees to pay a total of \$2,013.00 dollars to the Solid and Hazardous Waste Division as stipulated penalty for the cited violations. Such payments shall be made no later than June 30, 2008, 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. 5th Street, Cheyenne, WY 82002.
8. Valley Recycling's full compliance with the terms of this Settlement Agreement shall constitute satisfaction for all present and future claims against Valley Recycling based on the acts or omissions alleged to be violations in Notice of Violation No. 4204-08. Contingent on Valley Recycling's compliance with the terms of the Settlement Agreement, DEQ will refrain from taking further enforcement action against Valley Recycling for these particular alleged acts or omissions.
9. Valley Recycling 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. 4204-08 in the event that Valley Recycling fails to fulfill its obligations under this Settlement Agreement.
10. This Settlement Agreement shall be admissible by either party without objection by the other party in any subsequent action between these parties.
11. Each party shall bear its own attorney fees and costs, if any, incurred through the date this Settlement Agreement is signed by both parties.
12. This Settlement Agreement is binding upon Valley Recycling, its successors and assigns, and upon the DEQ.

13. This Settlement Agreement may only be amended in writing, signed by both parties.
14. 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. W.S. 1-39-104(a) and all other state law.
15. The persons signing this Settlement Agreement certify that they are duly authorized to bind their respective parties to this Settlement Agreement.

FOR: Valley Recycling

Signed: Eugene Carson

Date: April 23-08

Typed: Eugene Carson

Title: owner

For: The Wyoming Department of Environmental Quality

John Bone, Director
Department of Environmental Quality (DEQ)

Date: 3/27/08

John Bone, Administrator
DEQ/Solid & Hazardous Waste Division

Date: 27 Mar 08