

## SETTLEMENT AGREEMENT

The Wyoming Department of Environmental Quality, Solid and Hazardous Waste Division (DEQ/SHWD) and Uinta County Solid Waste Disposal District (Uinta County SWDD), pursuant to WYO. STAT. ANN. § 35-11-901(a)(ii), enter this stipulated Settlement Agreement to resolve without litigation allegations in Notice of Violation (NOV) Docket No. 4770-10, dated November 22, 2010, involving violations of Wyoming Solid Waste Rules and Regulations (WSWRR).

WYO. STAT. ANN. § 35-11-901(a)(ii) authorizes the DEQ to negotiate a stipulated settlement, including payment of a penalty, compliance schedules, or other settlement conditions, in lieu of litigation. To that end, Uinta County and DEQ/SHWD (hereinafter “the Parties”) hereby stipulate and agree as follows:

1. The DEQ/SHWD is responsible for administering and enforcing the Environmental Quality Act and the WSWRR under WYO. STAT. ANN. § 35-11-501(b).
2. Uinta County SWDD owns and operates the Evanston Landfill #2 in Uinta County, Wyoming.
3. In NOV No. 4770-10, DEQ/SHWD alleges Uinta County SWDD failed to comply with the following provisions of the WSWRR:

Count 1. The facility failed to adequately control run-off to prevent ponding and surface water contact with wastes. [WSWRR, Ch. 2, Sec. 4(i), 5(u)]

Count 2. Cover for the landfill has not been placed according to the frequency and application requirements. [WSWRR, Ch. 2, Sec. 5(q)]

Count 3. The facility failed to adequately post the required signs at the facility access points. [WSWRR, Ch. 2, Sec. 4(c)]

Count 4. The operator failed to maintain adequate records for waste sold and/or salvaged from the landfill. [WSWRR, Ch. 2, Sec. 5(y)(i)(D)]

Count 5. The required trench specification records are not being kept. [WSWRR, Ch. 2, Sec. 5(y)(ii)(G)]

Count 6. Trench completion dates and/or contents are not adequately recorded. [WSWRR, Ch. 2, Sec. 5(y)(ii)(H)]

4. Uinta County SWDD shall come into compliance with the sections of WSWRR indentified in the NOV and Paragraph 3 above in accordance with the following schedule:



a. No later than June 1, 2011, Uinta County SWDD shall submit to DEQ/SHWD documentation showing that it has returned to compliance with WSWRR regulations outlined in Counts 1 and 2 of NOV No. 4770-10 and Paragraph 3 above.

b. No later than February 1, 2011, Uinta County SWDD shall submit to DEQ/SHWD documentation showing that it has returned to compliance with WSWRR regulations identified in Counts 3, 4, 5 and 6 of NOV # 4770-10 and Paragraph 3 above.

5. Uinta County SWDD, in accordance with this Settlement Agreement, agrees to pay a total of twelve thousand, three hundred twenty dollars and no cents (\$12,300.00) ("Stipulated Penalty"). Payment of five thousand dollars and no cents (\$5,000.00) shall be paid within (30) thirty days of signing this Settlement Agreement on the DEQ/SHWD for the alleged violations cited in the NOV and this Settlement Agreement, by check made payable to the DEQ/SHWD and sent addressed to:

Wyoming Department of Environmental Quality  
Solid & Hazardous Waste Division, Attention: Tim Link  
Herschler Building, 4<sup>th</sup> Floor West Wing  
122 West 25<sup>th</sup> Street  
Cheyenne, WY 82002

The remaining seven thousand three hundred twenty dollars and no cents (\$7,320.00) of the Stipulated Penalty shall be forgiven or paid as described in Paragraph 6 below.

6. If Uinta County SWDD attains compliance with the specific sections of the WSWRR identified in NOV No. 4770-10, Section 4 above, and remains in compliance with the same for one (1) year from the date of signing this Settlement Agreement, the remaining seven thousand three hundred twenty dollars (\$7,320.00) of the Stipulated Penalty shall be forgiven. In the event Uinta County SWDD fails to come into compliance in accordance with this Settlement Agreement, or fails to remain in compliance for one (1) year from the date of signing this Settlement Agreement, Uinta County SWDD shall pay to DEQ/SHWD the remaining seven thousand three hundred twenty dollars and no cents (\$7,320.00). Such payment shall be made within thirty (30) days of DEQ/SHWD providing notice to Uinta County that it has failed to remain in compliance with one or more of the specific section(s) of the WSWRR identified in the NOV No. 4770-10. In the event that DEQ/SHWD alleges Uinta County SWDD to have violated a section(s) of the WSWRR that is not identified in the NOV No. 4770-10 or this Settlement Agreement, such violation shall not be considered a violation of which payment of the remaining seven thousand three hundred twenty dollars and no cents (\$7,320.00) is due.

7. Uinta County SWDD waives any statute of limitations which may apply to an enforcement action by the DEQ/SHWD involving the specific matters described in NOV

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No. 4770-10 or this Settlement Agreement in the event that Uinta County SWDD fails to fulfill its obligations under this Settlement Agreement.

8. This Settlement Agreement shall be admissible by either party without objection by the other party in any action between the Parties for purposes of enforcing this Settlement Agreement. The Parties agree that Uinta County SWDD's full compliance with the terms of this Settlement Agreement constitutes a full and final resolution of the alleged violations cited in NOV No. 4770-10 and this Settlement Agreement..

9. Each party shall bear its own attorney fees and costs, if any, incurred through the effective date of this Settlement Agreement.

10. This Settlement Agreement is binding upon Uinta County SWDD, its successors and assigns, and upon the DEQ/SHWD.

11. This Settlement Agreement may only be amended in writing, signed by both Parties.

12. The State of Wyoming, Uinta County SWDD, and DEQ/SHWD 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. ANN. § 1-39-104(a) and all other state law.

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

14. This agreement is not binding until fully executed by both the Parties to this Settlement Agreement.

15. The effective date of this Settlement Agreement will be the date of the final signature below.

FOR: Uinta County SWDD (Evanston Landfill #2).

Signed Robert Stoddard Date 1/18/11

FOR: The Wyoming Department of Environmental Quality:

John C. Brown, Director Date 1/28/11  
Department of Environmental Quality (DEQ)

C. Anderson, Administrator Date 1/25/11  
DEQ/Solid & Hazardous Waste Division

ATTEST:  
Lana L. Wilcox  
Uinta County Clerk  
*Lana L. Wilcox*

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