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OCT 16 2006

WATER QUALITY DIVISION

WYOMING

SETTLEMENT AGREEMENT

The Wyoming Department of Environmental Quality (DEQ), Water Quality Division (WQD), and Tilton Ready Mix (Tilton), a 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 Docket (NOV) Number 3871-06 dated May 9, 2006.**

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, Tilton and the DEQ hereby stipulate and agree as follows:

1. The DEQ, pursuant to W.S. §35-11-104, is a department in the executive branch of the state government of Wyoming and is principally situated in Cheyenne, Wyoming. DEQ is the agency with the responsibility for administering the Wyoming Environmental Quality Act (Act) including all provisions of the Wyoming Water Quality Rules and Regulations (WWQRR).

2. Tilton accepts responsibility for not submitting the storm water Notice of Intent (NOI) and Storm Water Pollution Prevention Plan (SWPPP) in violation of NOV and Order Docket Number 3765-05 alleged in NOV Docket Number 3871-06 which occurred in Laramie County, Wyoming.

3. Since receiving NOV Docket Number 3871-06, Tilton, has provided the WQD with documentation indicating the steps taken to prevent the violations from occurring again including the submission of the storm water NOI. Tilton agrees to provide the WQD with a copy of their SWPPP. The SWPPP shall be received by the WQD on or before October 15, 2006.

4. Tilton agrees to pay a total penalty of eighteen thousand dollars and no cents (\$18,000.00) as a stipulated settlement to resolve this matter in lieu of litigation under W.S. §35-11-901(a)(ii). Payment shall be according to the following plan: Tilton shall pay \$18,000.00 directly to the DEQ in three monthly installments of six thousand dollars and no cents (\$6,000.00) each. The first payment of \$6,000.00 to the DEQ shall be due and payable within thirty (30) days of the full execution of this Settlement Agreement or by October 15, 2006, which ever occurs first. The second payment of \$6,000.00 to the DEQ shall be due and payable by November 15, 2006. The final payment of \$6,000.00 to the DEQ shall be due and payable by December 15, 2006. Payment to DEQ shall be by check made payable to the Wyoming Department of Environmental Quality, Water Quality Division and shall be sent to: Mr. Brian R. Bohlmann, P.E., Compliance & Enforcement Coordinator, Department of Environmental Quality, Water Quality Division, Herschler Building 4<sup>th</sup> Floor-West, 122 West 25<sup>th</sup> Street, Cheyenne, Wyoming 82002. The check should reference NOV Docket Number 3871-06.

5. Except as provided in paragraph 4 above, this signed Settlement Agreement and payment by Tilton as specified above shall constitute full satisfaction for and resolution of all claims by the DEQ against Tilton based on the violations alleged in Notice of Violation Docket Number 3871-06. Contingent upon Tilton's compliance with the terms of this Settlement Agreement, the DEQ will refrain from taking further enforcement actions against Tilton for these particular violations. By this Settlement Agreement, the parties intend to resolve with prejudice all allegations that were asserted in NOV Docket Number 3871-06.

6. Tilton waives any statute of limitations which may apply to an enforcement action by the DEQ involving the specific matters described in Notice of Violation Docket Number 3871-06 in the event that Tilton fails to fulfill their obligations under this Settlement Agreement.

7. Nothing in this agreement precludes DEQ from taking additional enforcement action, including the issuance of a Notice of Violation, Order, and/or pursuing additional penalties, should Tilton violate the Act or applicable rules and regulations in the future.

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

9. Notwithstanding any other language in this Settlement Agreement, the State of Wyoming and DEQ do not waive sovereign immunity by entering into this Settlement Agreement with Tilton and specifically retain all immunity and all defenses available as sovereigns under state and federal law.

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 Tilton, its successors and assigns, and upon the DEQ.

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

13. Full execution of this Settlement Agreement shall be determined by the latest date when signed by all parties.

**FOR: TILTON READY MIX**

Signed: \_\_\_\_\_

Typed: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**FOR THE WYOMING DEPARTMENT OF ENVIRONMENTAL QUALITY:**

\_\_\_\_\_  
John V. Corra  
Director  
Department of Environmental Quality

Date: \_\_\_\_\_

\_\_\_\_\_  
John F. Wagner  
Administrator  
Water Quality Division

Date: \_\_\_\_\_

JVC/JFW/BRB/bb/6-0822.SA

cc: Colleen Gillespie, 8ENF-W-NP, EPA Region 8 (signed copy by all parties)  
Brian R. Bohlmann, P.E., WYPDES Compliance & Enforcement Coordinator  
Bill J. DiRienzo ► Brian K. Lovett ► Barb Sahl  
IPS (for scanning) ► Docket 3871-06  
Docket 3765-05  
Keith Guille, DEQ Public Information Officer (PDF File of signed copy by all parties)  
EQC Docket 05-3408 (signed copy by all parties)