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WYOMING DEPARTMENT OF ENVIRONMENTAL QUALITY

**SETTLEMENT AGREEMENT**

The Wyoming Department of Environmental Quality (DEQ), Water Quality Division (WQD), and Pilot Travel Centers, LLC. (Pilot), 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 3952-06, dated October 17, 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, Pilot 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. Since receiving NOV Docket Number 3952-06, Pilot has provided the WQD with documentation, in a letter dated January 26, 2007, demonstrating steps that will be taken to address the violations alleged in the NOV to have occurred in Uinta County, Wyoming.

3. Pilot agrees to pay a total penalty of fifteen thousand dollars and no cents (\$15,000.00) as a stipulated settlement to resolve this matter in lieu of litigation under W.S. §35-11-901(a)(ii). Pilot shall pay \$15,000.00 directly to the DEQ. All payments are due and payable within thirty (30) days of the full execution of this Settlement Agreement or by March 31, 2007, which ever occurs first. 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., WYPDES Compliance & Enforcement Coordinator, Wyoming 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 Docket Number 3952-06.**

4. Except as provided in paragraphs 2 and 3 above, Pilot's full compliance with this signed Settlement Agreement and payment by Pilot as specified above shall constitute full satisfaction for and resolution of all claims by the DEQ against Pilot based on the violations alleged in Notice of Violation Docket Number 3952-06. Contingent upon Pilot's compliance with the terms of this Settlement Agreement, the DEQ will refrain from taking further enforcement action against Pilot for the particular violations noted in NOV Docket Number 3952-06. By this Settlement Agreement, the parties intend to resolve with prejudice all allegations that were asserted in NOV Docket Number 3952-06.

5. Pilot 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 3952-06 in the event that Pilot fails to fulfill its obligations under this Settlement Agreement.

6. 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 Pilot violate the Act or applicable rules and regulations in the future.

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

8. 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 Pilot and specifically retain all immunity and all defenses available as sovereigns under state and federal law.

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

10. This Settlement Agreement is binding upon Pilot, its successors and assigns, and upon the DEQ.

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

12. Full execution of this Settlement Agreement shall be determined by the latest date it is signed.

FOR: Pilot Travel Centers, LLC.

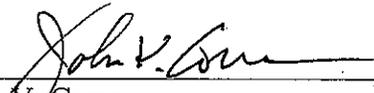
Signed:  \_\_\_\_\_

Date: 3/15/07

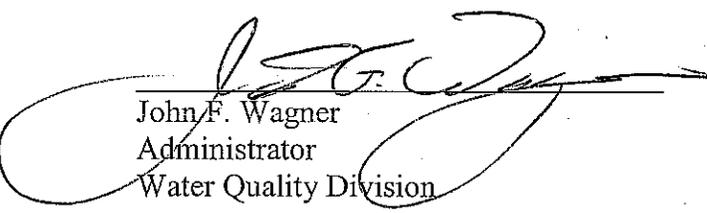
Typed: Gary Douglas

Title: Div. Facilities Mgr.

FOR THE WYOMING DEPARTMENT OF ENVIRONMENTAL QUALITY:

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

Date: 2/15/07

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

Date: 2/13/07

JVC/JFW/BRB/bb/7-0133.SA

- cc: Julie Orr, 8ENF-W-NP, EPA Region 8 (signed copy only)  
Brian R. Bohlmann, P.E., WYPDES Compliance & Enforcement Coordinator  
Glen Garton, Lander DEQ Office (signed copy only)  
Bill J. DiRienzo ► Brian K. Lovett ► Leah J. Krafft  
IPS (for scanning) ► Docket 3952-06  
Keith Guille, DEQ Public Information Officer (Signed PDF File Only)