

Lovett

ALLO 7140
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WATER

SETTLEMENT AGREEMENT

The Wyoming Department of Environmental Quality (DEQ), Water Quality Division (WQD), and Big Horn Mountain KOA (KOA), a Wyoming 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 3919-06 dated September 11, 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, KOA 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. KOA accepts responsibility for the specific violations alleged in NOV Docket Number 3919-06 which occurred in Sheridan County. Since receiving NOV Docket Number 3919-06, KOA has supplied documentation to the DEQ indicating that they have spent approximately twenty one thousand dollars and no cents (\$21,000.00) upgrading the package wastewater treatment plant over the past two years. Additionally, KOA has been in communication with the WQD and Bill Mixer with Casper College in attempts to get the wastewater plant operating properly.

3. When a sanitary sewer collection line for the City of Sheridan is constructed within four hundred feet (400') of the campground, KOA shall (a) immediately connect to the line, (b) inform the WQD in writing of the connection and terminate WYPDES permit WY0026441, and (c) dismantle the wastewater treatment plant so it can no longer be used.

4. KOA agrees to pay a total penalty of five thousand dollars and no cents (\$5,000.00) 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. Payment to the DEQ shall be in monthly installments of one thousand dollars and no cents (\$1,000.00) with the first payment due and payable within thirty (30) days of the full execution of this Settlement Agreement or by April 30, 2007, which ever occurs first. Each of the remaining four (4) monthly payments of \$1,000.00 shall be due and payable by May 31, 2007, June 30, 2007, July 31, 2007, and August 31, 2007, respectively. **The checks should reference Docket Number 3919-06.** 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 K. Lovett, WYPDES Inspection & Compliance Supervisor, Department of Environmental Quality, Water Quality Division, Herschler Building 4th Floor-West, 122 West 25th Street, Cheyenne, Wyoming 82002.

5. Except as provided in paragraphs 3 and 4 above, this signed Settlement Agreement and compliance by KOA as specified above shall constitute full satisfaction for and resolution of all claims by the DEQ against KOA based on the violations alleged in NOV Docket Number 3919-06. Contingent upon KOA's compliance with the terms of this Settlement Agreement, the DEQ will refrain from taking further enforcement action against KOA for these particular violations. By this Settlement Agreement, the parties intend to resolve with prejudice all allegations that were asserted in NOV Docket Number 3919-06.

6. KOA waives any statute of limitations which may apply to an enforcement action by the DEQ involving the specific matters described in NOV Docket Number 3919-06 in the event that KOA fails to fulfill the obligations under this Settlement Agreement.

7. Nothing in this agreement precludes DEQ from taking additional enforcement action, including the issuance of a NOV, Order, and/or pursuing additional penalties, should KOA 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 KOA 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 Big Horn Mountain KOA, 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: BIG HORN MOUNTAIN KOA

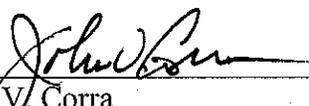
Signed: 

Typed: Dave Sharpski

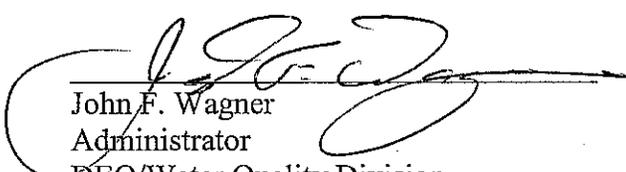
Title: Owner

Date: 4/19/07

FOR THE WYOMING DEPARTMENT OF ENVIRONMENTAL QUALITY:


John V. Corra
Director
Department of Environmental Quality

Date: 4/9/07


John F. Wagner
Administrator
DEQ/Water Quality Division

Date: 4/9/07

JVC/JFW/BRB/bb/7-0274.SA

- cc: Aaron Urdiales, 8ENF-W-NP, EPA Region 8 (signed copy by all parties only)
- James B. Eisenhauer, Sheridan DEQ Office (signed copy by all parties only)
- Don McKenzie, P.E., Water & Wastewater Program Manager (signed copy by all parties only)
- Bill J. DiRienzo ► Brian K. Lovett ► Leah J. Krafft
- IPS ► Docket Number 3919-06
- Keith Guile, DEQ Public Information Officer (PDF file of signed copy by all parties only)