

WYOMING DEPARTMENT OF ENVIRONMENTAL QUALITY
WATER QUALITY DIVISION

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SETTLEMENT AGREEMENT

The Wyoming Department of Environmental Quality (WDEQ) and Chris Harper enter into this Settlement Agreement to fully and finally resolve without litigation the violation alleged in the WDEQ Notice of Violation (NOV), Docket Number 4175-07, dated November 23, 2007. The NOV alleges the construction of a public water supply system consisting of a water well without a permit. This is a violation of the Wyoming Environmental Quality Act. The location of the violation is in the Southwest 1/4 of Section 32 of Township 31 North (T31N), Range 107 West (R107W) in Sublette County, Wyoming.

Wyoming Statute (W.S.) 35-11-901 (a) (ii) authorizes the WDEQ to negotiate a stipulated settlement in lieu of litigation. To that end, Chris Harper and the WDEQ hereby stipulate and agree as follows:

- 1 of 17 The WDEQ, 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. WDEQ is the agency with the responsibility for administering the Wyoming Environmental Quality Act including all provisions of the WDEQ rules.
- 2 of 17 Chris Harper is the owner of a public water system located in Section 32 of T31N, R107W in Sublette County. The water system serves the Sand Draw Inn Motel on Lot 1 of the Sand Draw Subdivision.
- 3 of 17 The construction of a public water system without a permit to construct is a violation of W.S. 35-11-301(a) (v).
- 4 of 17 Chris Harper agrees to pay a penalty of Ten thousand two hundred and eighteen dollars and seventy five cents (\$10,218.75) as a stipulated settlement condition in lieu of litigation. Five thousand two hundred and eighteen dollars and seventy five cents (\$5218.75) shall be suspended if Item 9 of 17 of the Settlement Agreement is completed as described.
- 5 of 17 Therefore upon Chris Haper receiving a signed copy of this Settlement Agreement a payment of Five thousand dollars (\$5,000) payable to the WDEQ is due. Payment shall be by check and made payable to the Wyoming Department of Environmental Quality/Water Quality Division and shall be sent to: Lou Harmon, Wyoming Department of Environmental Quality, Water Quality Division, Herschler Building, 4 Floor-West, 122 West 25th Street, Cheyenne, Wyoming 82002.
- 6 of 17 If Item 9 of 17 of the Settlement Agreement is not met as specified the suspended Five thousand two hundred eighteen dollars and seventy five cents (\$5,218.75) shall be due within thirty (30) days notice by the WDEQ. Payment to WDEQ shall be by check and made payable to the Wyoming Department of Environmental Quality/Water Quality Division and shall be sent to: Lou Harmon, Wyoming Department of Environmental Quality, Water Quality Division, Herschler Building, 4 Floor-West, 122 West 25th Street, Cheyenne, Wyoming 82002.
- 7 of 17 WDEQ commits to reviewing and providing compliance comments base on the Chris Harper permit application submittal 07-592 received August 31, 2007, for a public water supply within thirty (30) days of the last signature date of this settlement agreement.
- 8 of 17 Chris Harper commits to having his engineer responding to the WDEQ compliance comments and resubmitting corrected plans and specifications covering the public water distribution system within sixty (60) days of the last signature date of this settlement agreement.
- 9 of 17 WDEQ commits to issuing a construction permit, provided that the construction plans and specifications demonstrate compliance with the Chapter 3 and Chapter 12 Wyoming Water Quality Rules and Regulations. The permit is to be issued within ninety (90) days of the last signature date of this settlement agreement.

SETTLEMENT AGREEMENT BETWEEN WDEQ AND Chris Haper

- 10 of 17 This signed Settlement Agreement, as specified above, shall constitute full satisfaction for and resolution of all claims by the WDEQ against Chris Harper based on the violations alleged in NOV Docket Number 4175-07. Contingent upon Chris Harper's compliance with the terms of this Settlement Agreement, the WDEQ will refrain from taking further enforcement action against Chris Harper for the violation cited in this Settlement Agreement. By this Settlement Agreement, the parties intend to resolve with prejudice all allegations that were asserted in NOV Docket Number 4175-07.
- 11 of 17 Chris Harper waives any statute of limitations which may apply to an enforcement action by the WDEQ involving the specific matters described in NOV Docket Number 4175-07 in the event that Chris Harper fails to fulfill its obligations under this Settlement Agreement.
- 12 of 17 Nothing in this agreement precludes WDEQ from taking additional enforcement action, including the issuance of a Notice of Violation, Order and/or pursuing additional penalties, should Chris Harper violate the Wyoming Environmental Quality Act or applicable rules and regulations in the future.
- 13 of 17 This Settlement Agreement shall be admissible by either party without objection by the other party in any subsequent action between these parties.
- 14 of 17 Notwithstanding any other language in this Settlement Agreement, the State of Wyoming and WDEQ do not waive sovereign immunity by entering into this Settlement Agreement with Chris Harper, and specifically retain all immunity and all defenses available as sovereigns under state and federal law.
- 15 of 17 Each party shall bear its own attorney fees and costs, if any, incurred through the date this Settlement Agreement is signed by both parties.
- 16 of 17 This Settlement Agreement is binding upon Chris Harper, its successors and assigns, and upon the WDEQ.
- 17 of 17 The persons signing this Settlement Agreement certify that they are duly authorized to bind their respective parties to this Settlement Agreement.

FOR Chris Harper

Signed: Chris Harper

Date: Dec 20, 2007

Typed: CHRIS HARPER

Title: OWNER

FOR THE WYOMING DEPARTMENT OF ENVIRONMENTAL QUALITY:

John V. Corra
John V. Corra, Director
WDEQ

Date: 1/2/08

John F. Wagner
John F. Wagner, Administrator
WDEQ/WQD

Date: 1/2/08

xc: Lou Harmon, P.E., WDEQ, Cheyenne
Mark Baron, P.E., WDEQ, Lander
Keith Guile, WDEQ Public Information Officer
Mark C. Eatinger, P.E., Rio Verde Engineering, P.O. Box 642, Pinedale, WY 82941
Docket Number 4175-07

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