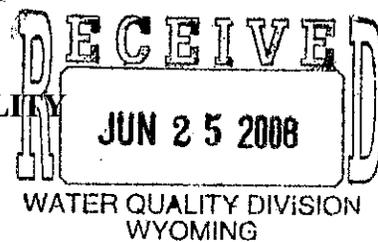


WYOMING DEPARTMENT OF ENVIRONMENTAL QUALITY  
WATER QUALITY DIVISION



SETTLEMENT AGREEMENT

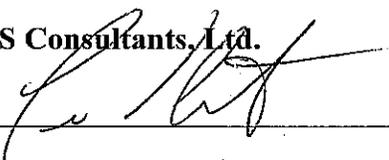
The Wyoming Department of Environmental Quality (WDEQ) and STS Consultants, Ltd and Mr. David Delach enter into this Settlement Agreement to fully and finally resolve without litigation the violation alleged in the WDEQ Notice of Violation (NOV), Docket Number 4253-08, dated April 24, 2008. The NOV alleges the construction of both public water supply and sewerage systems consisting of water and sewer mains 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 the Northeast 1/4 of Section 15 of Township 18 North (T18N), Range 107 West (R107W) in the City of Green River in Sweetwater 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, STS Consultants, Ltd and Mr. David Delach and the WDEQ hereby stipulate and agree as follows:

- 1 of 14      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 14      Mr. David Delach is the owner of both public water supply and sewerage systems located in Section 15 of T18N, R107W in Sweetwater County. The water and sewerage systems serve the Hampton Inn located in the City of Green River, Wyoming.
- 3 of 14      STS Consultants, Ltd is the engineer of record listed on the Water Quality Division permit application form dated March 16, 2007.
- 4 of 14      The construction of a public water system without a permit to construct is a violation of W.S. 35-11-301(a) (v). The construction of a sewerage system without a permit to construct is a violation of W.S. 35-11-301 (a)(iii).
- 5 of 14      STS Consultants, Ltd. and Mr. David Delach agree to pay a penalty of Five thousand two hundred and eighteen dollars (\$5218.00) as a stipulated settlement condition in lieu of litigation.
- 6 of 14      Therefore upon STS Consultants, Ltd. and Mr. David Delach signing this Settlement Agreement a payment of Five thousand two hundred and eighteen dollars (\$5,218.00) 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 25<sup>th</sup> Street, Cheyenne, Wyoming 82002.
- 7 of 14      This signed Settlement Agreement, as specified above, shall constitute full satisfaction for and resolution of all claims by the WDEQ against STS Consultants, Ltd. and Mr. David Delach based on the violations alleged in NOV Docket Number 4253-08. Contingent upon compliance with the terms of this Settlement Agreement, the WDEQ will refrain from taking further enforcement action against STS Consultants, Ltd. and Mr. David Delach 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 4253-08.
- 8 of 14      STS Consultants, Ltd. and Mr. David Delach waives any statute of limitations which may apply to an enforcement action by the WDEQ involving the specific matters described in NOV Docket Number 4253-08 in the event that STS Consultants, Ltd. and Mr. David Delach fail to fulfill their obligations under this Settlement Agreement.

- 9 of 14 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 STS Consultants, Ltd. and Mr. David Delach violate the Wyoming Environmental Quality Act or applicable rules and regulations in the future.
- 10 of 14 This Settlement Agreement shall be admissible by either party without objection by the other party in any subsequent action between these parties.
- 11 of 14 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 STS Consultants, Ltd. and Mr. David Delach and specifically retain all immunity and all defenses available as sovereigns under state and federal law.
- 12 of 14 Each party shall bear its own attorney fees and costs, if any, incurred through the date this Settlement Agreement is signed by both parties.
- 13 of 14 This Settlement Agreement is binding upon STS Consultants, Ltd. and Mr. David Delach its successors and assigns, and upon the WDEQ.
- 14 of 14 The persons signing this Settlement Agreement certify that they are duly authorized to bind their respective parties to this Settlement Agreement.

**FOR STS Consultants, Ltd.**

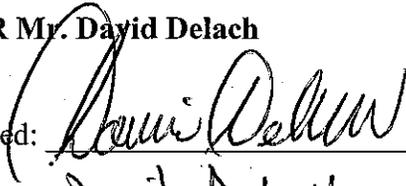
Signed: 

Date: June 6, 2008

Typed: Lee S. Austin

Title: Principal Engineer

**FOR Mr. David Delach**

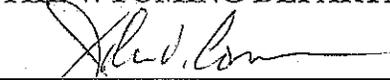
Signed: 

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

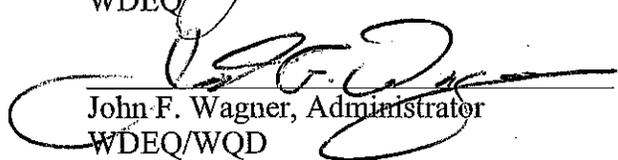
Typed: David Delach

Title: Managing Member

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

  
John V. Corra, Director  
WDEQ

Date: 6/27/08

  
John F. Wagner, Administrator  
WDEQ/WQD

Date: 6/27/08

- xc: Lou Harmon, P.E., WDEQ, Cheyenne  
 Mark Baron, P.E., WDEQ, Lander  
 Keith Guile, WDEQ Public Information Officer  
 John S. Esser, P.E., STS Consultants Ltd., 750 Corporate Woods Parkway, Vernon Hills, IL 60061  
 IPS - Docket Number 4253-08