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WYOMING DEPARTMENT OF ENVIRONMENTAL QUALITY
WATER QUALITY DIVISION

SETTLEMENT AGREEMENT

The Wyoming Department of Environmental Quality (WDEQ) and Wyoming Department of Transportation (WYDOT) , and Robert Bennett of Civil Engineering Professionals, Inc. (C.E.P.I.) enter into this Settlement Agreement to fully and finally resolve without litigation the violation alleged in the WDEQ Notice of Violation (NOV), Docket Number 4585-09, dated November 9, 2009. The NOV alleges the construction and operation of a sewage system and treatment facility at the Shirley Basin Rest Area & Shirley Rim Maintenance Facility Sewage Lagoons without a permit. This is a violation of the Wyoming Environmental Quality Act. The lagoon facility is located in the NE¼ of Section 11, Township 28N, Range 80W, of the 6th P.M. in Carbon 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, Wyoming Department of Transportation (WYDOT), and Robert Bennett of Civil Engineering Professionals, Inc. (C.E.P.I.) and the WDEQ hereby stipulate and agree as follows:

1 of 16 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 16 C.E.P.I. constructed the Shirley Basin Rest Area & Shirley Rim Maintenance Facility Sewage Lagoons and WYDOT is the owner and responsible for the operation of the sewage system and treatment facility.

3 of 16 The construction of a sewage system and treatment facility without a permit to construct is a violation of W.S. 35-11-301 (a) (iii).

4 of 16 WYDOT and C.E.P.I. agree to pay a total penalty of two thousand six hundred and twenty-five dollars and no cents ($2,625) and complete the items outlined in 6 of 16 as a stipulated settlement to resolve NOV Docket 4585-09 in lieu of litigation under W.S. 35-11-901 (a)(ii). WYDOT and C.E.P.I. shall pay $2,625 directly to the DEQ/WQD. The payment is due and payable within thirty (30) days of the full execution of this Settlement Agreement or by February 28, 2010, whichever 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: Lou Harmon, Water & Wastewater Program Manager, Department of Environmental Quality Water Quality Division, Herschler Building, 4th Floor West, 122 West 25th Street, Cheyenne, Wyoming 82002. **The check should reference Docket Number 4585-09.**

5 of 16 WYDOT and C.E.P.I. agree to submit a complete sewage system and treatment application for approval and complete the items outlined in 6 of 16 as a stipulated settlement to resolve NOV Docket 4585-09 in lieu of litigation under W.S. 35-11-901 (a)(ii).

6 or 16 WYDOT and C.E.P.I. shall complete the as-built permitting process with the WDEQ in accordance with the Water Quality Rules and Regulations (WQRR) and commits to provide the following to the WDEQ once the Settlement Agreement is signed by both parties:

a. A complete Wyoming Water Quality Application Form that bears the owners original signature.
b. A revised Engineering Design Report that includes the calculations used in final design.
c. An as-built set of plans for the constructed sewage system and treatment facility.

The information outlined above must be provided to the WDEQ by 30 days of signing this settlement agreement.

7 of 16 The WDEQ commits to completing the as-built review of the wastewater septic system within thirty (30) days of receiving all of the required information and then either issuing an as-built permit or requesting additional information from WYDOT and C.E.P.I so an as-built permit can be issued.

8 of 16 WYDOT and C.E.P.I. and the WDEQ commit to completing the permit construction required to satisfy the requirements of an as-built permit for the installed residential septic system by July 31, 2010.

9 of 16 This signed Settlement Agreement, as specified above, shall constitute full satisfaction for and resolution of all claims by the WDEQ against WYDOT and C.E.P.I. based on the violation alleged in the NOV Docket Number 4585-09. Contingent upon WYDOT and C.E.P.I.'s compliance with the terms of this Settlement Agreement, the WDEQ will refrain from taking further enforcement action against WYDOT and C.E.P.I. 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 the NOV Docket Number 4585-09.

10 of 16 WYDOT and C.E.P.I. waive any statute of limitations which may apply to an enforcement action by the WDEQ involving the specific matters described in NOV Docket Number 4585-09 in the event that WYDOT and C.E.P.I. fail to fulfill its obligations under this Settlement Agreement.

11 of 16 Nothing in this agreement precludes WDEQ from taking additional enforcement action, including the issuance of a Notification of Violation, Order and/or pursuing additional penalties, should WYDOT and C.E.P.I. violate the Wyoming Environmental Quality Act or applicable rules and regulations in the future.

12 of 16 This Settlement Agreement shall be admissible by either party without objection by the other party in any subsequent action between these parties.

13 of 16 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 WYDOT and C.E.P.I., and specifically retain all immunity and all defenses available as sovereigns under state and federal law.

14 of 16 Each party shall bear its own attorney fees and costs, if any, incurred through the date this Settlement Agreement is signed by both parties.

15 of 16 This Settlement Agreement is binding upon WYDOT and C.E.P.I., its successors and assigns, and upon the WDEQ.

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

FOR THE WYOMING DEPARTMENT OF TRANSPORTATION

Signed: _____ Date: 3/4/10

Typed: LOWELL FLEENOR

Title: DISTRICT ENGINEER

FOR THE CIVIL ENGINEERING PROFESSIONALS, INC.

Signed: _____ Date: 2/8/10

Typed: ROBERT BENNETT

Title: VICE PRESIDENT

FOR THE WYOMING DEPARTMENT OF ENVIRONMENTAL QUALITY:

_____ Date: 1/29/10

John V. Corra, Director
WDEQ

_____ Date: 1/28/10

John F. Wagner, Administrator
WDEQ/WQD

JVC/JFW/RRC/bb/10-0074

cc: Keith Guille, DEQ Public Information Officer
Rich Cripe, Southeast District Engineer, Cheyenne
Michael Jones, Carbon County Planning Director, Carbon Building, 215 West Buffalo Street, Suite 336, Rawlins, Wyoming 82301