

DEPARTMENT OF ENVIRONMENTAL QUALITY  
STATE OF WYOMING

IN THE MATTER OF THE NOTICE )  
OF VIOLATION ISSUED TO: )

) DOCKET NO. 4694-10

Interstate Improvement )  
PO Box 8 )  
Faribault, MN 55021 )  
)

**SETTLEMENT AGREEMENT**

The Wyoming Department of Environmental Quality (DEQ), Water Quality Division (WQD), and Interstate Improvement (Interstate), 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 (NOV) Docket Number 4694-10 dated July 1, 2010. The violation occurred in Sweetwater County, Wyoming.**

W.S. §35-11-901(a)(ii) authorizes the DEQ to negotiate a stipulated settlement, in lieu of litigation. To that end, Interstate 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. Interstate is a subcontractor on a Wyoming Department of Transportation (WYDOT) project located on Wyoming Interstate 80 between mile marker 86 and 101 in Sweetwater County, Wyoming.

3. Interstate agrees to pay a total of three thousand six hundred dollars and no cents (\$3,600.00) as a stipulated penalty. Payment to the DEQ is due within thirty (30) days of the full execution of this Settlement Agreement and shall be by check made payable to the Wyoming Department of Environmental Quality, Water Quality Division. Payment should be sent to Mr. Kevin M. Wells, Natural Resource Program Manager, 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 NOV Docket Number 4694-10.**

4. Interstate's full compliance with the terms of this signed settlement agreement shall constitute satisfaction for and resolution of all claims by the DEQ against Interstate based upon the specific allegations in NOV docket number 4694-10. Contingent upon Interstate's compliance with the terms of this Settlement Agreement, the DEQ will refrain from taking further enforcement action against Interstate for these particular violations."

5. Interstate waives any statute of limitations which may apply to an enforcement action by the DEQ involving the specific matters described in NOV Docket Number 4694-10 in the event that Interstate fails to fulfill its obligations under this Settlement Agreement.

6. Nothing in this agreement precludes the DEQ from taking additional enforcement action; including the issuance of a NOV, Order, and/or pursuing additional penalties, should Interstate violate the Act, applicable rules and regulations, or WYPDES permit requirements in the future.

7. This Settlement Agreement or any actions taken in accordance with its provisions, does not constitute an admission by Interstate to any allegations, findings, determinations or conclusions contained in this Agreement, nor is this a retraction by the DEQ of the specific allegations in NOV Docket Number 4694-10. Except as specifically provided for herein, nothing in this Agreement shall prejudice, waive, or impair any right, remedy, or defense that Interstate may have against any entity.

8. This Settlement Agreement shall be admissible by either party without objection by the  
**SETTLEMENT AGREEMENT BETWEEN DEQ/WQD AND INTERSTATE IMPROVEMENT**

other party in any subsequent action between these parties to enforce its terms.

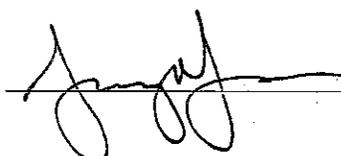
9. Notwithstanding any other language in this Settlement Agreement, the State of Wyoming and DEQ do not waive sovereign immunity by entering into this Settlement Agreement with Interstate and specifically retain all immunity and all defenses available as sovereigns under state and federal law.

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. Interstate and the DEQ agree to comply with and be bound by the terms of this agreement and further agree they will not contest the basis or validity of this Settlement Agreement in any action taken by the DEQ to enforce the terms of this Settlement Agreement. Therefore this Settlement Agreement is binding upon Interstate, 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. Full execution of this Settlement Agreement shall be determined by the latest date of all parties signing.

**FOR: INTERSTATE IMPROVEMENT**

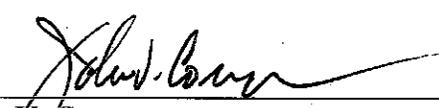
Signed: 

Typed: Jeremy Gibbs

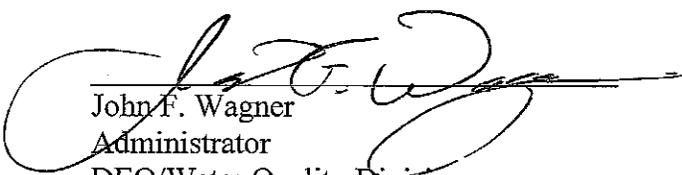
Title: SECRETARY

Date: 10/12/10

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

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

Date: 10/6/10

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

Date: 12/5/10

JVC/JFW/KMW/bb/10-0889

- cc: David Gwisdalla, 8ENF-W-NP, EPA Region 8 (PDF)
- Bill J. DiRienzo ► Kevin M. Wells (PDF)
- IPS (for scanning) ► Docket 4694-10
- Keith Guille, DEQ Public Information Officer (PDF File of signed copy by all parties)