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WATER QUALITY DIVISION  
WYOMING

DEPARTMENT OF ENVIRONMENTAL QUALITY  
STATE OF WYOMING

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

DOCKET NO. 4704-10

IGC Management )  
1807 Capitol Avenue )  
Cheyenne, WY 82001 )  
)

SETTLEMENT AGREEMENT REVISION

The Wyoming Department of Environmental Quality (DEQ), Water Quality Division (WQD), and IGC Management, Inc., (IGC), 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 4704-10 dated July 9, 2010. The violation occurred in Natrona County, Wyoming.**

W.S. §35-11-901(a)(ii) authorizes the DEQ to negotiate a stipulated settlement, in lieu of litigation. To that end, IGC 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. IGC is the developer at the Prairie Park Housing Development in Casper, Wyoming, operating under the Large Construction General Permit, authorization WYR102329.

3. IGC agrees to pay a total of one thousand four hundred forty dollars and no cents (\$1,440.00) 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 4704-10.**

4. IGC's full compliance with the terms of this signed settlement agreement shall constitute satisfaction for and resolution of all claims by the DEQ against IGC based upon the specific allegations in NOV docket number 4704-10. Contingent upon IGC's compliance with the terms of this Settlement Agreement, the DEQ will refrain from taking further enforcement action against IGC for these particular violations.

5. IGC waives any statute of limitations which may apply to an enforcement action by the DEQ involving the specific matters described in NOV Docket Number 4704-10 in the event that IGC 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 IGC 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 IGC 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 4704-10. Except as specifically provided for herein, nothing in this Agreement shall prejudice, waive, or impair any right, remedy, or defense that IGC may have against any entity.

8. This Settlement Agreement shall be admissible by either party without objection by the other party in any subsequent action between these parties to enforce its terms.

**SETTLEMENT AGREEMENT BETWEEN DEQ/WQD AND IGC MANAGEMENT, INC.**

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 IGC 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. IGC 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 IGC, 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: IGC MANAGEMENT INC.

Signed: \_\_\_\_\_

Typed: Greg Engstrom

Title: CFO

Date: 1/31/11

FOR THE WYOMING DEPARTMENT OF ENVIRONMENTAL QUALITY:

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

Date: 1/18/11

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

Date: 1/13/11

JVC/JFW/KMW/bb/11-0064

cc: David Gwisdalla, 8ENF-W-NP, EPA Region 8 (PDF)  
Bill J. DiRienzo ► Kevin M. Wells (PDF)  
IPS (for scanning) ► Docket 4704-10  
Keith Guille, DEQ Public Information Officer (PDF File of signed copy by all parties)