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MAY 24 2013

STATE OF WYOMING
DEPARTMENT OF ENVIRONMENTAL QUALITY
WATER QUALITY DIVISION

WATER QUALITY DIVISION
WYOMING

SETTLEMENT AGREEMENT

The Wyoming Department of Environmental Quality (WDEQ), the Wyoming Military Department, and KPFF Consulting Engineers enter into this Settlement Agreement to fully and finally resolve without litigation the violation alleged in WDEQ Notice of Violation (NOV), docket number 5126-13, dated March 15, 2013. The NOV alleges that the Wyoming Military Department and KPFF Consulting Engineers constructed both a water and wastewater system without a permit in violation of Section 301 of the Wyoming Environmental Quality Act. The facility is located in in the City of Cheyenne, **Section 10 of Township 14 North, Range 67 West in Laramie County, Wyoming.**

Wyoming Statute § 35-11-901(a)(ii) authorizes the WDEQ to negotiate a stipulated settlement in lieu of litigation. To that end the Wyoming Military Department, KPFF Consulting Engineers, and the WDEQ hereby stipulate and agree as follows:

1. The WDEQ, pursuant to Wyo. Stat. Ann. § 35-11-104, is the executive branch agency of the State of Wyoming responsible for administering the Wyoming Environmental Quality Act and rules promulgated pursuant to the Act.

2. At the facility located in **Section 10 of Township 14 North, Range 67 West in Laramie County, Wyoming**, the Wyoming Military Department and KPFF Consulting Engineers constructed a water system and a wastewater system without a permit. WDEQ also acknowledges that the Wyoming Military Department and KPFF Consulting Engineers have now obtained the required permits that resulted in the issuance of NOV docket number 5126-13.

3. Regardless, however, the construction of a water system and a wastewater system without a permit is a violation of Wyo. Stat. Ann. § 35-11-301(a)(iii) and §35-11-301(a)(v).

4. To resolve the allegations set forth in NOV docket number 5126-13 in lieu of litigation, the Wyoming Military Department and KPFF Consulting Engineers agree to pay a penalty of three thousand eight hundred and forty dollars (\$3,840) to the WDEQ's Non-Point Source Supplemental Environmental Project (NPS-SEP) fund within thirty (30) days of the date that the Wyoming Military Department, and KPFF Consulting Engineers receive notice from WDEQ that this Settlement Agreement has been fully executed. Payment shall be made by check payable to the Wyoming Department of Environmental Quality, Water Quality Division, and shall be sent to: Steve Toalson, WQD Accounting Manager, Herschler Building, 4th Floor West, 122 West 25th Street, Cheyenne, Wyoming, 82002. **The check should reference docket number 5126-13, NPS-SEP.**

5. Full performance of the terms of this Settlement Agreement by the Wyoming Military Department and KPFF Consulting Engineers shall constitute full satisfaction for and resolution of all claims WDEQ alleged in NOV docket number 5126-13.

6. The Wyoming Military Department and KPFF Consulting Engineers waive any statute of limitations which may apply to an enforcement action by the WDEQ involving the specific matters described in NOV docket number 5126-13 in the event that the Wyoming Military Department and KPFF Consulting Engineers fail to perform the terms of this Settlement Agreement.

7. This Settlement Agreement shall be admissible by WDEQ or the Wyoming Military Department and KPFF Consulting Engineers without objection by the other in any subsequent action to enforce the terms of this Settlement Agreement.

8. The State of Wyoming, WDEQ, and the Wyoming Military Department do not waive sovereign immunity by entering into this Settlement Agreement with the Wyoming Military Department and KPFF Consulting Engineers and specifically retain all immunities and all defenses available as sovereigns under state and federal law.

9. Each party shall bear its own attorney fees and costs, if any, incurred up to and including the date this Settlement Agreement is signed by both parties.

10. Nothing in this agreement relieves the Wyoming Military Department and KPFF Consulting Engineers from its responsibility to comply with state and federal law.

11. Nothing in this agreement precludes WDEQ from taking additional enforcement action for matters not specifically alleged in NOV docket number 5126-13.

12. The terms of this Settlement Agreement, which embodies the entirety of the stipulated settlement between WDEQ, the Wyoming Military Department, and KPFF Consulting Engineers, are not severable.

13. Any modification of this Settlement Agreement must be agreed upon by both parties and memorialized in writing.

14. The Wyoming Military Department, KPFF Consulting Engineers, and the WDEQ agree to comply with and be bound by the terms of this Settlement Agreement.

15. The Wyoming Military Department and KPFF Consulting Engineers agree not to contest the basis or validity of this Settlement Agreement in any action to enforce the terms of this Settlement Agreement.

16. This Settlement Agreement is binding upon the Wyoming Military Department and KPFF Consulting Engineers, its successors and assigns, and upon the WDEQ.

17. This Settlement Agreement shall take effect on the date the last signature is attached.

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

FOR THE WYOMING MILITARY DEPARTMENT:

Guy Beaudoin Date: 10 MAY 13
By: Guy Beaudoin
Title: CEMO

FOR KPFF CONSULTING ENGINEERS:

David E Schwartz Date: 21 May 13
By: David E Schwartz
Title: Principal

FOR THE WYOMING DEPARTMENT OF ENVIRONMENTAL QUALITY:

Todd Parfitt Date: 5/8/13
Todd Parfitt, Director
WDEQ

Kevin Frederick for Date: 5/8/13
Kevin Frederick, Administrator
Water Quality Division
WDEQ

TP/KF/WCT/bb/13-0414

cc: IPS
Seth Tourney, Southeast District Engineer
William Tillman, Regulatory and Enforcement
Keith Guille, DEQ Public Information Officer