NOV042715-58

**DEPARTMENT OF ENVIRONMENTAL QUALITY**

**STATE OF WYOMING**

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| **IN THE MATTER OF THE NOTICE** | ) |
| **OF VIOLATION ISSUED TO:** | ) |
| | ) |
| **City of Casper** | ) |
| **200 N. David** | ) |
| **Casper, WY 82601** | ) |
| | ) |
| | ) |

## SETTLEMENT AGREEMENT

The Wyoming Department of Environmental Quality (DEQ), Water Quality Division (WQD), and City of Casper (Casper), authorized to do business in Wyoming, enter into this Settlement Agreement to fully and finally resolve without litigation the violation alleged in **Notice of Violation (NOV) Docket Number 5478-14 issued October 27, 2014. The violations occurred in Natrona County, Wyoming.**

W.S. §35-11-901(a)(ii) authorizes the DEQ to negotiate a stipulated settlement, including payment of a penalty and corrective actions, in lieu of litigation. To that end, Casper 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. Casper has provided the DEQ with documentation demonstrating the steps taken to address the alleged violations covered by this NOV, including the ongoing operational programs designed to prevent violations in the future.

3. Casper agrees to pay a total of eight thousand eight hundred dollars and no cents ($8,800.00) 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 Supervisor, Department of Environmental Quality, Water Quality Division, Herschler Building 4th Floor-West, 122 West 25th Street, Cheyenne, Wyoming 82002. **The check should reference NOV Docket Number 5478-14.**

4. Casper's full compliance with the terms of this signed settlement agreement shall constitute satisfaction for and resolution of all claims by the DEQ against Casper based upon the specific allegations in NOV docket number 5478-14. Contingent upon Casper's compliance with the terms of this Settlement Agreement, the DEQ will refrain from taking further enforcement action against Casper for these particular violations.

5. Casper waives any statute of limitations which may apply to an enforcement action by the DEQ involving the specific matters described in NOV Docket Number 5478-14 in the event that Casper fails to fulfill its obligations under this Settlement Agreement.

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

7. This settlement agreement represents a good faith settlement and resolution of the NOV in lieu of litigation and shall not constitute or be construed as an admission by Casper or a retraction by DEQ of the specific allegations in NOV docket number 5478-14.

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.

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 Casper 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. Casper 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 DEQ to enforce the terms of this Settlement Agreement. Therefore this Settlement Agreement is binding upon City of Casper, 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: CITY OF CASPER**

Signed: _____

Typed: John Patterson

Title: City Manager

Date: 3-27-2015

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

_____ Date: 1/23/2015

Todd Parfitt
Director
Department of Environmental Quality

_____ Date: 1-28-15

Kevin Frederick
Administrator
DEQ/Water Quality Division

TP/KF/KMW/bb/15-0055

cc: Kacy Sable, 8ENF-W-NP, EPA Region 8 (PDF)
Bill J. DiRienzo ▶ Kevin M. Wells (PDF)
IPS (for scanning) ▶ Docket 5478-14
Landon Brown, DEQ Admin (PDF File of signed copy by all parties)
Connie Osborne, DEQ Admin (hard copy)