

FILED

BEFORE THE ENVIRONMENTAL QUALITY COUNCIL
STATE OF WYOMING

AUG 23 2011

Jim Ruby, Executive Secretary
Environmental Quality Council

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

Mr. Rick Fierro)
RAM Trucking, Inc.)
P.O. Box 20382)
Cheyenne, WY 82003)

DOCKET NO. 11-5213

**JOINT STIPULATION TO MODIFY ADMINISTRATIVE ORDER AND
DISMISS PETITION FOR REVIEW**

Respondent Wyoming Department of Environmental Quality (DEQ), Solid & Hazardous Waste Division (SHWD) issued Notice of Violation (NOV) & Order No. 4899-11 dated September 30, 2011 to Petitioner RAM Trucking, Inc. (RAM). RAM apparently received the NOV & Order on October 13, 2011 and submitted a request for hearing (petition) before the Wyoming Environmental Quality Council (EQC) dated October 21, 2011 to contest the DEQ Order. RAM and DEQ are the only parties in this contested case. Chapter 1, Section 11 of the DEQ Rules of Practice & Procedure provides for the disposition of contested cases by stipulation of the parties upon approval of the EQC. In order to resolve this matter prior to hearing through a compliance schedule for RAM to obtain a Chapter 6 Solid Waste Permit, RAM and DEQ now jointly stipulate to modification of the original DEQ Administrative Order dated September 30, 2011 and dismissal of RAM's petition as set forth below:

1. The parties stipulate that the original DEQ Order shall be modified as follows:

(a) RAM shall immediately cease receiving at its Cheyenne facility (as described in the NOV) and shall remove to a permitted facility all solid waste materials (excluding "clean wood" and sorted scrap metal for which there is a bona fide value) unless and until DEQ issues RAM a Chapter 6 Solid Waste Permit for its Cheyenne facility, except that RAM may operate its Cheyenne facility pursuant to the terms and conditions set forth below for not more than 480 days after this Joint Stipulation is approved by order of the EQC or until DEQ issues RAM a Chapter 6 Solid Waste Permit for its Cheyenne facility, whichever occurs sooner:

(i) RAM shall limit its operations at its Cheyenne facility to receiving and handling only "construction / demolition [(C/D)] waste" material and "clean wood" as defined in Chapter 1, Section (e)(i) of the DEQ Solid Waste Rules; and

(ii) RAM may receive a total of not more than 250 cubic yards per day of C/D waste material (including scrap shingles and tar paper, but not counting sorted clean wood) for the sole purpose of removing reusable and/or recyclable materials and transferring the remaining waste materials to a facility that is permitted to take them; and

(iii) All C/D waste material unloaded at RAM's Cheyenne facility shall be sorted and the non-recyclable materials kept in a separate designated area until re-loaded for transfer to a permitted facility. Incoming C/D waste material in trucks owned or under written contract directly by RAM will not be unloaded and sorted at RAM's Cheyenne facility. Only incoming C/D waste material in RAM's own roll-off containers or delivered by third parties in trucks not owned or not under written contract directly by RAM will be unloaded and sorted at RAM's Cheyenne facility. Loaded trucks not owned or not under written contract directly by RAM will not remain at RAM's Cheyenne facility at the end of any day. Sorted C/D waste material at RAM's Cheyenne facility may be loaded into trucks owned or under written contract directly by RAM for transport elsewhere; and

(iv) Except during a force majeure event, RAM shall not have present in roll-off containers and/or on the ground at its Cheyenne facility at the end of any day more than a total of 100 cubic yards of:

- unsorted C/D waste material (including scrap shingles and tar paper); and
- sorted but non-recyclable C/D waste material on the ground (not loaded for transport); and
- sorted scrap shingles and tar paper on the ground (not loaded for transport), but
- not counting sorted "clean wood" or sorted scrap metal for which there is a bona fide re-sale value; and

(v) During a force majeure event, RAM shall not have present in roll-off containers and/or on the ground at its Cheyenne facility at the end of any day more than a total of 200 cubic yards of:

- unsorted C/D waste material (including scrap shingles and tar paper); and
- sorted but non-recyclable C/D waste material on the ground (not loaded for transport); and
- sorted scrap shingles and tar paper on the ground (not loaded for transport), but
- not counting sorted "clean wood" or sorted scrap metal for which there is a bona fide re-sale value; and

(vi) RAM may receive and store "clean wood" and pallets, but shall not have more than a total of 3,700 cubic yards of "clean wood" (including pallets) present in a separate designated area at its Cheyenne facility at any one time; and

(vii) RAM shall immediately implement measures to effectively control dust or debris from its Cheyenne facility or loaded trucks during windy conditions; and

(viii) Within 10 days after this Joint Stipulation is filed with the EQC, RAM shall submit to DEQ for review and approval the proposed form and amount of financial assurance needed to assure proper removal and disposal of all C/D waste

material (including scrap shingles and tar paper) and sorted clean wood or sorted scrap metal and processed product that may be present at its Cheyenne facility pursuant to this Joint Stipulation, and for facility closure; and

(ix) For the purpose of this Joint Stipulation, the form of financial assurance shall comply with W.S. 35-11-504 and Chapter 7 of the DEQ Solid Waste Rules and the amount of financial assurance shall be calculated based upon the following and updated annually:

- the number of truckloads needed to transport the wastes to a permitted facility;
- the capacity (volume) of each truckload;
- the name, location and distance to the permitted facility;
- per truck load transportation cost;
- per truck load disposal cost;
- cost of facility closure by a third party at maximum volumes; and

(x) Within 20 days after DEQ approves RAM's proposed form and amount of financial assurance, RAM shall post with the DEQ a form of financial assurance for the purpose of this Joint Stipulation only in an amount calculated to be adequate to assure proper removal and disposal of all C/D waste material (including scrap shingles and tar paper) and sorted "clean wood" or sorted scrap metal and any processed product that may be present at its Cheyenne facility pursuant to this Joint Stipulation, and for facility closure; and

(xi) RAM shall issue and maintain receipts for all loads of C/D waste material received at RAM's Cheyenne facility and shall obtain and maintain receipts for all loads of C/D waste material transferred to a permitted facility pursuant to this Joint Stipulation.

(b) RAM shall allow DEQ staff access to its Cheyenne facility during normal business hours to confirm and document compliance with the terms of this stipulation, including inspection and copying of receipts maintained pursuant to this Joint Stipulation.

(c) For purposes of this Joint Stipulation, "force majeure event" may include, but is not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if RAM immediately notifies the DEQ/SHWD in Cheyenne by phone and by e-mail not later than the next business day of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays. This provision shall not be effective unless RAM's failure to perform is beyond RAM's control and not due to RAM's fault or negligence. For purposes of this Joint Stipulation, a force majeure event shall include any period when RAM is not able to transport C/D waste material to a permitted facility due to road or facility closures that are beyond RAM's control. RAM shall notify DEQ/SHWD of a force majeure event by phone and email to: Joel Frost, joel.frost@wyo.gov (307-777-

7246) and Carl Anderson, carl.anderson@wyo.gov.

(d) To be deemed complete, RAM's Chapter 6 Solid Waste Permit application need not contain information to address certain provisions in Chapter 6 which DEQ agrees do not pertain to the operation as specifically described in RAM's application.

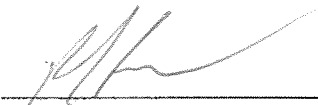
(e) This Joint Stipulation is premised on RAM's commitment to construct a building at its Cheyenne facility for purposes of operating the facility under a Chapter 6 permit. RAM shall submit information specifying building size, dimensions and footprint location at the facility to DEQ.

2. The original DEQ Administrative Order shall be superseded by this Joint Stipulation to Modify Administrative Order upon entry of an order by the EQC incorporating, approving and binding the parties to it.
3. This Joint Stipulation does not constitute or assure prior approval by DEQ of a solid waste permit application submitted by RAM nor does it constitute a waiver of RAM's right to timely contest a future decision by DEQ regarding a future solid waste permit application submitted by RAM.
4. This Joint Stipulation to Modify Administrative Order may be amended only in writing signed by both parties and approved by the EQC.
5. Each party bears its own costs and attorney fees in this matter through the filing of this Joint Stipulation with the EQC.
6. This Joint Stipulation shall be binding upon the parties, their successors and assigns.
7. The parties stipulate that RAM's petition for review in this matter shall be dismissed upon entry of an order by the EQC incorporating, approving and binding the parties to this Joint Stipulation.

THEREFORE, the parties hereby request that the EQC enter an order incorporating, approving and binding the parties to this Joint Stipulation to Modify Administrative Order and dismissing RAM's petition for review.

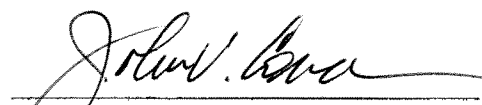
DATED this ____ day of August, 2012.

FOR RAM Trucking, Inc.:




RICK FIERRO, PRESIDENT

FOR DEQ:



JOHN CORRA, DIRECTOR



CARL ANDERSON, ADMINISTRATOR
SOLID & HAZARDOUS WASTE DIV.