

BEFORE THE ENVIRONMENTAL QUALITY COUNCIL
OF THE STATE OF WYOMING

FILED

JUL 27 2010

Jim Ruby, Executive Secretary
Environmental Quality Council

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

) DEQ Docket No. 4626-10
) EQC Docket No. 10-3212A

SALL Enterprises, LLC)
P.O. Box 3189)
Alpine, WY 83128)

**JOINT STIPULATION FOR WITHDRAWAL
AND DISMISSAL OF APPEAL WITHOUT PREJUDICE**

Comes now the Petitioner, SALL Enterprises, LLC (“SALL”), and the Department of Environmental Quality/Water Quality Division (“DEQ/WQD”), (collectively, the Parties), pursuant to the DEQ Rules of Practice & Procedure and Rule 41(a)(ii) of the Wyoming Rules of Civil Procedure, and hereby file this Joint Stipulation for Withdrawal and Voluntary Dismissal of Appeal without prejudice. SALL, and the DEQ/WQD, are the Parties to this appeal and move the Environmental Quality Council (“Council”) for its Order dismissing the above matter for the following reasons and upon the following grounds:

1. SALL has fully complied with the Department of Environmental Quality Order which is the subject matter of this action.

2. Specifically, the Order required the following, which SALL has done: The DEQ/WQD issued NOV and Order to SALL on March 19, 2010 alleging that SALL failed to acquire a permit from the DEQ/WQD prior to constructing or modifying its septic systems. The Order directed SALL to:

a. No later than June 1, 2010 a permit to construct application, along with plans and specifications, must be submitted to the Wyoming Department of Environmental Quality, Water Quality Division, Southwest District Engineer by a professional engineer licensed in the State of Wyoming.

b. This application must provide as-built information for all the wastewater system construction that was completed on the SALL Enterprises' property in the Town of Alpine on or after January 1, 2006.

c. This application must include an estimate of the total maximum and average daily wastewater flow for each of the septic systems on SALL Enterprises' property in the Town of Alpine.

3. A permit has issued to SALL from the DEQ/WQD for the subject matters of this action. That permit issued on July 6, 2010.

4. No controversy or issue remains in this proceeding for the Council to resolve.

5. A copy of this stipulation is being provided to the Town of Alpine.

6. SALL and the DEQ/WQD have entered into the settlement agreement, a copy of which is attached hereto.

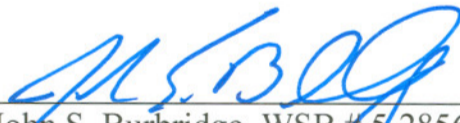
7. There is no dispute remaining between SALL and the DEQ/WQD.

8. The Parties now jointly stipulate to the withdrawal and voluntary dismissal of this appeal before the EQC prior to hearing.

Each party shall bear its own costs and attorney fees incurred through the filing of this Joint Stipulation with the EQC.


DATED this 27th day of July, 2010.

FOR THE DEQ/WQD:

By: 
John S. Burbridge, WSB # 5-2856
Wyoming Attorney General's Office
123 Capitol Avenue
Cheyenne, Wyoming 82002

7-27-10
Date

FOR SALL ENTERPRISES, LLC:

By: 
Gary L. Shockey, WSB # 5-1538
Gary L. Shockey, PC
Attorney for SALL Enterprises, LLC

7/23/10
Date

CERTIFICATE OF SERVICE

I, John S. Burbridge, certify that the foregoing document was served by US.

Mail, postage prepaid, and addressed correctly, to the following on the 27th day
of July, 2010:

Stefan J. Fodor
Fodor law OFFICE, pc
545 West Broadway, Suite 202
P.O. Box 551
Jackson, Wyoming 83001
City Attorney, Town of Alpine

Richard Rideout
Law Offices of Richard Rideout, PC
211 West 19th Street, Suite 100
P.O. Box 389
Cheyenne, Wyoming 82003-0389
Attorney for the Town of Alpine



John S. Burbridge

**BEFORE THE ENVIRONMENTAL QUALITY COUNCIL
OF THE STATE OF WYOMING**

IN THE MATTER OF THE NOTICE OF)	
VIOLATION ISSUED TO:)	
)	DEQ Docket No. 4626-10
)	EQC Docket No. 10-3212A
SALL Enterprises, LLC)	
P.O. Box 3189)	
Alpine, WY 83128)	

SETTLEMENT AGREEMENT

The Wyoming Department of Environmental Quality, Water Quality Division (“DEQ/WQD”), Herschler Building, 122 West 25th Street, Cheyenne, WY 82002, and SALL Enterprises, LLC, (“SALL”), P.O. Box 3189, Alpine, Wyoming 82801, enter into this Settlement Agreement (“Agreement”) to fully and finally resolve without further litigation, SALL’s appeal of the Notice of Violation and Order issued by the DEQ/WQD on March 19, 2010, alleging that SALL failed to acquire a permit from either the town of alpine or the DEQ/WQD prior to constructing or modifying the septic systems located at its Tavern on Greys Bar and RV Park in Lincoln County, Wyoming.

To that end, SALL, and the DEQ/WQD hereby stipulate and agree as follows:

1. The DEQ/WQD is responsible for enforcing the Environmental Quality Act and Water Quality Rules and Regulations (“WQRR”).
2. The DEQ/WQD issued NOV and Order to SALL on March 19, 2010 alleging that SALL failed to acquire a permit from the DEQ/WQD prior to constructing or modifying its septic systems. The Order directed SALL to:
 - a. No later than June 1, 2010 a permit to construct application, along with plans and specifications, must be submitted to the Wyoming Department of Environmental Quality, Water Quality Division, Southwest District Engineer by a professional engineer licensed in the State of Wyoming.
 - b. This application must provide as-built information for all the wastewater system construction that was completed on the SALL Enterprises' property in the Town of Alpine on or after January 1, 2006.

12. The construction, interpretation and enforcement of this Agreement shall be governed by the laws of the State of Wyoming. The Courts of the State of Wyoming shall have jurisdiction over this Agreement and the Parties, and the venue shall be the First Judicial District, Laramie County, Wyoming.

13. This Agreement, consisting of four (4) pages represents the entire and integrated agreement between the Parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.

14. The State of Wyoming and the DEQ/WQD do not waive sovereign immunity by entering into this Agreement and specifically retain immunity and all defenses available to them as sovereigns pursuant to WYO. STAT. ANN. § 1-39-104(a) and all other state law.

15. The Parties do not intend to create in any other individual or entity the status of third party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties and obligations contained in the Agreement shall operate only between the Parties to this Agreement, and shall inure solely to the benefit of the Parties to this Agreement. The Parties to this Agreement intend and expressly agree that only Parties signatory to this Agreement shall have legal or equitable right to seek to enforce this Agreement, to seek any remedy arising out of a Party's performance or failure to perform any term or condition of this Agreement, or to bring an action for the breach of this Agreement.

16. Each Party represents that they are authorized to enter into this Agreement and agree to be bound hereby. This Agreement shall become binding upon the Parties once executed by all Parties.

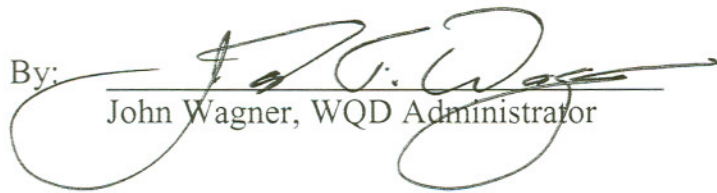
IN WITNESS THEREOF, the Parties, by their duly authorized representatives, have executed this Agreement on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this Agreement:

SALL ENTERPRISES, LLC.

By: Carla Stone
Carla Stone

7/23/10
Date

STATE OF WYOMING, DEPARTMENT OF ENVIRONMENTAL QUALITY:

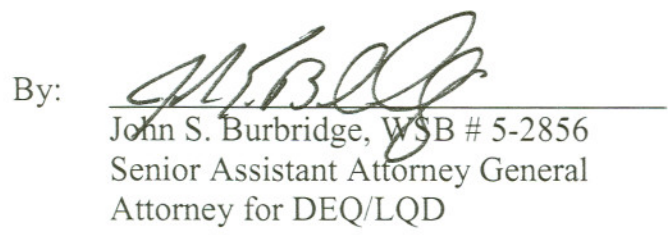
By: 
John Wagner, WQD Administrator

7/27/10
Date

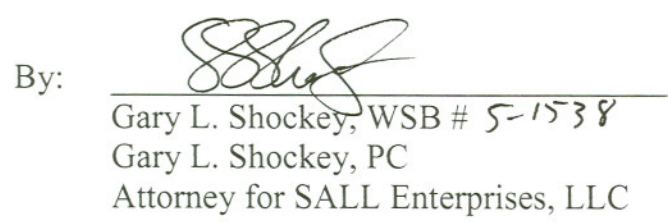
By: 
John V. Corra, DEQ Director

7/27/10
Date

APPROVAL AS TO FORM:

By: 
John S. Burbridge, WSB # 5-2856
Senior Assistant Attorney General
Attorney for DEQ/LQD

7-27-10
Date

By: 
Gary L. Shockey, WSB # 5-1538
Gary L. Shockey, PC
Attorney for SALL Enterprises, LLC

7/23/10
Date