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IN THE CIRCUIT COURT OF MILLER COUNTY, MISSOURI

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WATER PROTECTION PROGRAM

STATE OF MISSOURI *ex rel.*)
 Chris Koster, the Attorney General)
 of Missouri, and the Missouri)
 Department of Natural Resources,)
)
 Plaintiff,)
)
 v.)
)
 ERIC R. COY,)
)
 Defendant.)

Case No. 14ML-CC 00092

CONSENT JUDGMENT

The State of Missouri and Defendant Eric Coy consent to the entry of this Judgment. Every term in this Consent Judgment shall be enforceable by further order of this Court, and to that end, the Court retains jurisdiction of the parties and the matter. The parties advise the Court that they have consented to the terms in this Consent Judgment for settlement purposes only and condition their consent on the Court approving the Consent Judgment in its entirety.

The Court has read the State's Petition for Injunctive Relief and Civil Penalties, in which the State alleges that Defendant violated the Missouri Clean Water Law. The Court is satisfied that the provisions of this Consent Judgment are intended to resolve the issues raised by the Petition and that the parties want to terminate this controversy and consent to the entry of

this judgment without trial. The Court finds that the terms of this Consent Judgment protect the public's interest.

It is therefore ORDERED, ADJUDGED AND DECREED that:

I. Objectives of the Parties

1. The objectives of the parties to this Consent Judgment are to protect human health and the environment and to resolve allegations contained in Plaintiff's Petition.

II. Definitions

2. Terms used herein shall have the same meaning as provided in Chapter 644, RSMo, and the regulations adopted thereunder. In addition, the following terms are specifically defined:

a. "Consent Judgment" means this Consent Judgment and all attachments, which are included by reference and fully enforceable as a term of the judgment;

b. "Defendant" means Eric R. Coy;

c. "Department" means the Missouri Department of Natural Resources;

d. "Site" means the Bent Brook Mobile Home Park;

e. "Facility" means the waste water treatment facility at the Bent Brook Mobile Home Park;

f. "Plaintiff" and "State" mean the State of Missouri.

III. Jurisdiction and Venue

3. Defendant consents to this venue and to this Court's personal and subject matter jurisdiction.

IV. Parties Bound

4. The provisions of this Consent Judgment shall be binding upon the parties to this action as well as their agents, servants, employees, heirs, successors, and assigns. Those provisions also bind all persons, firms, corporations and other entities who are, or who will be, acting in concert or privity with, or on behalf of the parties to this action or their agents, servants, employees, heirs, successors, and assigns. Defendant shall provide a copy of this Consent Judgment to all persons or entities retained to perform work required by it.

V. Satisfaction and Reservation of Rights

5. Upon the satisfaction of all terms of this Consent Judgment, including the payment of civil penalties, completion of all schedules of compliance and the payment of any stipulated penalties due, Defendant is relieved of liability for the violations alleged in the petition.

6. This Consent Judgment shall not be construed to limit the rights of the State to obtain penalties or injunctive relief under the Missouri Clean Water Law, its implementing regulations, or under other federal or state laws, or regulations, except as expressly stated in the preceding

paragraph of this Consent Judgment. Without limiting the foregoing, the parties expressly agree that nothing in this Consent Judgment shall:

- a. Prevent the State from applying to this Court for further orders or relief if violations of this Consent Judgment occur;
- b. Preclude the State from seeking equitable or legal relief for violations of the Missouri laws or regulations that were not alleged in the petition;
- c. Preclude the State from seeking equitable or legal relief for future violations of the Missouri Clean Water Law or the regulations promulgated thereunder.

7. The State of Missouri further reserves all legal and equitable remedies to address any imminent and substantial endangerment to the public health or welfare or the environment arising at, or posed by, Defendant's Site or Facility, acts or omissions, whether related to the violations addressed in this Consent Judgment or otherwise.

VI. Injunctive Relief

8. Defendant agrees and is ordered to comply with Missouri's environmental statutes and implementing regulations for all future activities in the State of Missouri.

9. The Facility has one residence connected to it at this time and Defendant is enjoined from and agrees not to increase the number of

connections without prior approval from the Department of Natural Resources and the Department of Health and Senior Services.

10. Defendant is ordered and agrees to permanently cap the outfall and permanently disable all other connections to the Facility.

11. Defendant is ordered and agrees to continue to operate the Facility as a no discharge system.

12. Defendant is ordered and agrees that any major modifications, repairs, or new construction of wastewater systems at the Site will conform to and satisfy all applicable regulations and permitting requirements.

VII. Civil Penalty

13. Defendant consents to the entry of judgment in favor of the State of Missouri for a civil penalty of \$2,000.00.

14. Defendant agrees to pay the \$2,000.00 civil penalty by sending checks payable to the "*State of Missouri (Miller County)*" to: Collections Specialist, Missouri Attorney General's Office, P.O. Box 899, Jefferson City, MO 65102-0899.

15. Defendant agrees to pay \$200.00 immediately and then to pay the \$1,800.00 balance within one year of the date of entry of this Consent Judgment.

VIII. Stipulated Penalties

16. In the event that Defendant fails to comply with the requirements set forth in this Consent Judgment, Defendant shall be liable for stipulated penalties in accordance with the following schedule:

A. \$100.00 per day for each day of each violation up to thirty days;

B. \$150.00 per day for each day of each violation, from thirty-one days to sixty days;

C. \$200.00 per day for each day of each violation, beyond sixty days.

17. Stipulated penalties shall be due and payable within ten days of demand by the Attorney General's Office. Defendant shall pay stipulated penalties by check made payable to the "*State of Missouri (Miller County)*" and mailed, along with a copy of the State's stipulated penalty demand letter, to: Collections Specialist, Missouri Attorney General's Office, P.O. Box 899, Jefferson City, MO 65102-0899. That check will be deposited and processed in accordance with this Consent Judgment and Missouri law.

18. The inclusion of stipulated penalty provisions in this Consent Judgment, and the payment of stipulated penalties, does not limit the State's ability to pursue other penalties for the same acts: where a violation of this Consent Judgment also constitutes a violation of a statute, stipulated

penalties may be collected in addition to statutory penalties imposed for those violations.

IX. Modification

19. Except as otherwise specified herein, this Consent Judgment may be modified or amended only upon written agreement by and among the parties, their successors and assigns, and with the approval of the Court. All modifications shall be in writing and filed with the Court.

X. Costs

20. Defendant shall pay all court costs in this action.

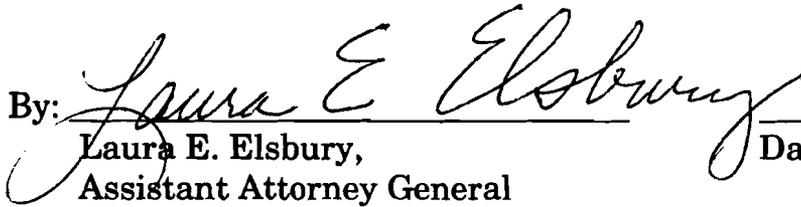
The parties hereby consent to this Consent Judgment as indicated
below.



ERIC R. COY

11-5-2014
Date:

MISSOURI ATTORNEY GENERAL'S OFFICE

By: 

Laura E. Elsbury,
Assistant Attorney General

11-21-14
Date

MISSOURI DEPARTMENT OF NATURAL RESOURCES

By: 

John Madras, Director
Water Protection Program

12/2/14
Date

SO ORDERED.



Circuit Judge

Date: 12-7-14