

FILED  
DIVISION 17  
Aug 5, 2015  
KAL  
CIRCUIT COURT OF JACKSON COUNTY, MO  
LAW CLERK

IN THE CIRCUIT COURT OF JACKSON COUNTY, MISSOURI

STATE OF MISSOURI *ex rel.* )  
Attorney General Chris Koster and )  
Missouri Department of )  
Natural Resources, )  
 )  
Plaintiff, )  
 )  
v. )  
 )  
HASMUKH PATEL , )  
 )  
Defendant. )

Case No. 1516-CV-06335

CONSENT JUDGMENT

The State of Missouri and Defendant Hasmukh Patel consent to the entry of this Judgment. The parties advise this Court that they consent to these terms for settlement purposes only and condition their consent upon the Court approving the Consent Judgment in its entirety.

The Court has read the State's Petition for Injunctive Relief and Civil Penalties, which 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 retains jurisdiction over these parties and this matter in order to enforce every term of this Consent Judgment.

The parties, now therefore, before the taking of any testimony and

upon the pleadings, agree to the following.

**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 the State's Petition.

**II. Definitions**

2. Terms used herein shall have the same meaning as provided in the Missouri Clean Water Law, 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 Hasmukh Patel;
- c. "Department" means the Missouri Department of Natural Resources;
- d. "Facility" means the wastewater treatment facility serving the Great Western Motel, located at 15912 East 24 Highway in Independence, Missouri;
- e. "Plaintiff" or "State" means 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. These provisions also apply to 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 and completion of all schedules of compliance, Defendant is relieved of liability for the violations alleged in the Petition.

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

7. The State further reserves its right to pursue 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 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 all State of Missouri environmental statutes and all implementing regulations.

9. Defendant agrees and is ordered to comply with all requirements imposed by the City of Independence, Missouri for connecting the wastewater flow from the Great Western Motel to the City's area-wide sewer authority system.

10. Defendant agrees and is ordered to complete construction of a

sewer extension, designed and sealed by a professional engineer registered in the State of Missouri, in accordance with 10 CSR Chapter 8, the engineer's designs and plans, and the following timetable:

- a. Within ~~60~~ <sup>120 (one-hundred days)</sup> (sixty) days of the effective day of this Consent

Judgment, Defendant agrees and is ordered to submit the following documents to the Department for review and approval;

- i. A completed application, accompanied by fees, for a Construction Permit Sewer Extension for connecting the wastewater flow from Defendant's Facility to the Independence, Missouri public sewer system;
- ii. An approval letter from Independence, Missouri, acknowledging its willingness to accept the wastewater discharge from Defendant's Facility;
- iii. A closure plan for the current Facility.

b. Within 15 (fifteen) days of receipt of the Department's comments on the application for Construction Permit Sewer Extension, Defendant shall respond to and adequately address, to the Department's satisfaction, all of the Department's comments for the Construction Permit Sewer Extension;

c. Within 90 (ninety) days of the Department's issuance of a construction permit, Defendant shall connect the wastewater flow

from the Great Western Motel to the Independence, Missouri public sewer system.

11. Within 15 (fifteen) days of connecting the wastewater flow from the Great Western Motel to the Independence, Missouri public sewer system, Defendant shall submit one of the following to the Department for review and approval:

- a. A letter of authorization;
- b. A Statement of Work Completed;
- c. A certificate of construction from a professional engineer licensed in the State of Missouri, declaring that the project has been completed substantially in accordance with the approved plans and specifications.

12. Defendant shall complete the closure of the Facility, in accordance with the approved closure plan, within 45 (forty-five) days of the later of the connection of the wastewater flow from the Great Western Motel to the Independence, Missouri public sewer system and the Department's written approval of the closure plan.

13. Within five days after completing the closure of the Facility, Defendant shall submit to the Department a Request for Termination of Missouri State Operating Permit No. MO-0108758.

14. In the event that Defendant fails to comply with any of the

requirements set forth in paragraphs 10 through 13, he shall be liable for stipulated penalties as follows:

- a. \$100.00 per day for each day up to thirty days;
- b. \$200.00 per day for each day, from thirty-one days to sixty days;
- c. \$300.00 per day for each day beyond sixty days.

15. Until the Facility is closed, Defendant agrees and is ordered to comply with all Special Conditions and all Standard Conditions contained in Missouri State Operating Permit No. MO-0108758:

a. Within 15 days of the effective date of this Consent Judgment, Defendant agrees and is ordered to properly mark the outfall to the Facility and to submit a statement to the Department, including photographs, confirming the outfall has been properly marked, and if Defendant fails to comply with this provision, he shall be liable for stipulated penalties of \$100.00 per day for each day that the outfall remains un-marked;

b. Beginning immediately after the entry of this Consent Judgment, Defendant is ordered and agrees to maintain sludge monitoring and records in accordance with the requirements in Missouri State Operating Permit No. MO-0108758;

c. In accordance with the requirements in Missouri State

Operating Permit No. MO-0108758, Defendant is ordered and agrees to submit an annual sludge report; and, if Defendant fails to comply with this provision, he shall be liable for stipulated penalties of \$250.00 per month for each month that the annual report remains unsubmitted.

d. Beginning immediately after the entry of this Consent Judgment, Defendant is ordered and agrees to submit complete, accurate, and timely discharge monitoring reports each month in accordance with the requirements in Missouri State Operating Permit No. MO-0108758; and if Defendant fails to comply with this provision, he shall be liable for stipulated penalties of \$250.00 per month per report for each month the discharge monitoring reports remain unsubmitted.

**VII. Civil Penalty**

16. Defendant consents to the entry of judgment in favor of the State of Missouri for a civil penalty of \$31,436.00.

17. Defendant agrees to pay the \$31,436.00 civil penalty by check made payable to the "State of Missouri (Jackson County)" within ninety (90) days of the entry of this Consent Judgment by mailing same to: Collections Specialist, Missouri Attorney General's Office, P.O. Box 899, Jefferson City,

MO 65102-0899.

17.a. State agrees to suspend one half of the civil penalty (\$15,718) upon condition Defendant complies with all injunctive relief.

### VIII. Stipulated Penalties

18. In the event that Defendant fails to comply with the requirements in this Consent Judgment, stipulated penalties shall be due and payable within ten days of demand by the Attorney General's Office.

19. Defendant shall pay stipulated penalties by check made payable to the "*State of Missouri (Jackson 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. The Attorney General's Office will deposit and process that check in accordance with the Consent Judgment and Missouri law.

20. 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. Information Collection and Retention

21. The State's authorized representatives shall have the right of entry into any facility covered by this Consent Judgment, at all reasonable times, upon presentation of credentials, to:

- a. Monitor the progress of activities required under this

Consent Judgment;

- b. Verify any data or information submitted to the State in accordance with the terms of this Consent Judgment;
- c. Obtain samples and, upon request, splits of any samples taken by Defendant or his representatives, contractors, or consultants;
- d. Obtain documentary evidence, including photographs and similar data; and,
- e. Assess Defendant's compliance with this Consent Judgment.

22. Upon request, Defendant shall provide the State's authorized representatives splits of any samples taken by Defendant.

23. Until five years after the termination of this Consent Judgment, Defendant shall retain, and shall instruct his contractors and agents to preserve, all non-identical copies of all documents, records, or other information (including documents, records, or other information in electronic form) in his or his contractors' or agents' possession or control, or that come into his or his contractors' or agents' possession or control, and that relate in any manner to Defendant's performance of his obligations under this Consent Judgment. This information-retention requirement shall apply regardless of any contrary corporate or institutional policies or procedures. At any time during this information-retention period, upon request by the

State, Defendant shall provide copies of any documents, records, or other information required to be maintained under this Paragraph.

24. At the conclusion of the information-retention period provided in the preceding Paragraph, Defendant shall notify the State at least ninety (90) days prior to the destruction of any documents, records, or other information subject to the requirements of the preceding Paragraph and, upon request by the State, Defendant shall deliver any such documents, records, or other information to the State. This Consent Judgment in no way limits or affects any right of entry and inspection, or any right to obtain information, held by the State pursuant to applicable federal or state laws, regulations, or permits. Similarly, this Consent Judgment does not limit or affect any duty or obligation of Defendant to maintain documents, records, or other information imposed by applicable federal or state laws, regulations, or permits.

**X. Modification**

25. 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.

**XI. Costs**

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

The parties hereby consent to this Consent Judgment through their duly authorized representatives as indicated below.

HASMUKH PATEL doing business as the GREAT WESTERN MOTEL

*Hasmukh Patel*  
By: Hasmukh Patel

Date: 7/14/15

MISSOURI ATTORNEY GENERAL'S OFFICE

By: *Laura E. Elsbury*  
Laura E. Elsbury  
Assistant Attorney General

Date: 7/14/15

MISSOURI DEPARTMENT OF NATURAL RESOURCES

By: *Steven Fuller*  
Deputy, Director  
Division of Environmental Quality

Date: July 21, 2015

SO ORDERED.

Date: 8/4/15

*Jack Meade*  
Circuit Judge