

FILED

IN THE CIRCUIT COURT OF REYNOLDS COUNTY, MISSOURI

FEB 26, 16

STATE OF MISSOURI ex rel.)
Attorney General Chris Koster and)
Missouri Department of)
Natural Resources,)

RANDY L. COWIN
CIRCUIT CLERK
REYNOLDS COUNTY, MO

Plaintiff,)

v.)

Case No. 15RE-CC00002

THOMAS WILSON,)

Defendant.)

Consent Judgment

Plaintiff, by and through its relators Attorney General Chris Koster and the Missouri Department of Natural Resources, and Defendant, Thomas Wilson, by and through counsel, consent to the entry of this Consent Judgment.

The Court has read Plaintiff's Petition for Injunctive Relief and Civil Penalties, in which Plaintiff alleges that Defendant violated the Missouri Clean Water Law. The Court is advised that the parties have consented to the terms in this Consent Judgment for settlement purposes only, and that their consent is conditioned upon the Court approving the Consent Judgment in its entirety. 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 the matter in order to enforce each and every term of this Consent Judgment.

The parties hereto, having consented to the entry of this Consent Judgment, now therefore, before the taking of any testimony and upon the pleadings, it is hereby agreed 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 Thomas Wilson.

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

d. "Facility" means the waste water treatment system operated by Defendant and located at the mobile home park known as

Christian Love Fellowship at 6189 Highway 106, Ellington, MO
63638.

e. "Plaintiff" and "State" means the State of Missouri on the relationship of Attorney General Chris Koster and the Department.

III. Jurisdiction and Venue

3. This Court has jurisdiction over the subject matter and the parties in this case pursuant to § 478.070 RSMo.¹ Venue is proper in this court pursuant to § 644.076 RSMo because the Defendant's conduct giving rise to this action took place in Reynolds County.

IV. Parties Bound

4. The provisions of this Judgment shall be binding upon the parties to this action as well as their agents, servants, employees, heirs, successors, assigns, and 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 order to all persons or entities retained to perform work required by this order.

V. Satisfaction and Reservation of Rights

¹ All statutory references shall be to the Missouri Revised Statute 2000 unless specifically stated otherwise.

5. Upon the completion 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 under the terms of this Consent Judgment, 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 or 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:

a. Nothing in this Consent Judgment shall prevent the State from applying to this Court for further orders or relief if violations of this Consent Judgment occur.

b. Nothing in this Consent Judgment shall 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. Nothing in this Consent Judgment shall preclude the State from seeking equitable or legal relief for future violations of the Missouri Clean Water Law or regulations promulgated under its authority.

d. 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' facility, acts or omissions, whether related to the violations addressed in this Consent Judgment or otherwise.

VI. Injunctive Relief

7. Defendant is ordered to comply with the Missouri Clean Water Law Chapter 644 RSMo and all implementing regulations for any and all future activities in the State of Missouri.

8. Defendant is ordered to remove all uninhabitable mobile homes and trailers from the subject property in accordance with the following procedure:

A. Prior to removal or demolition, each mobile home/trailer shall be inspected for the presence of asbestos by a Missouri certified asbestos inspector within 45 days of entry of this consent judgment;

B. In the event the asbestos inspector identifies asbestos in the mobile homes, Defendant shall retain a Missouri registered asbestos abatement contractor to remove the asbestos. Defendant or the asbestos abatement contractor selected to perform the abatement

shall submit an Asbestos Project Notification Form² to the Department's Air Pollution Control Program, Asbestos Unit, P.O. Box 176, Jefferson City, MO 65109, at least 10 working days prior to initiating asbestos abatement.

C. Prior to demolition of the mobile homes, Defendant or his contractor shall submit an Asbestos NESHAP Notification of Demolition and Renovation form³ at least 10 working days prior to demolition of the mobile homes to the Missouri Air Pollution Control Program, Asbestos Unit, P.O. Box 176, Jefferson City, MO 65109.

D. Defendant shall remove the uninhabitable mobile homes within 90 days of entry of this consent judgment in one of the following three ways:

- i. Employ a company to transport the mobile homes to a permitted landfill to be broken down and disposed of.
- ii. Demolish the mobile home on site and haul the demolition debris to a permitted landfill.

² This is form 780-1226 and can be found at <http://dnr.mo.gov/forms/780-1226-f.pdf>

³ This is form 780-1923 and can be found at <http://dnr.mo.gov/forms/780-1923.f.pdf>

iii. Deconstruct the mobile homes for salvage and/or for disposal at a permitted landfill.

9. If either option i or ii is chosen by Defendant, Defendant agrees to immediately place all discarded material removed from the mobile homes into a covered storage container to prevent the waste from migrating and blowing around prior to being taken to a permitted landfill.

VII. Civil Penalty

10. Defendant consents to the entry of judgment in favor of the State of Missouri for a civil penalty of \$10,000.00. Defendant hereby authorizes entry of this judgment against them and in favor of the State of Missouri for this sum.

11. The parties further agree that \$10,000.00 of this civil penalty shall be suspended as described in paragraph 11.

12. Suspended Civil Penalty. \$10,000.00 of the total penalty of \$10,000.00 shall be suspended upon the condition that Defendant complies with this consent judgment and the Missouri Clean Water Law and its implementing regulations for a period of 3 years from the entry of this Consent Judgment. Once a violation of the Missouri Clean Water Law is documented by the Missouri Department of Natural Resources, the Missouri Attorney General's Office shall send a written demand for the suspended

penalty to Defendant. Defendant shall have fifteen (15) days from receipt of the written demand to submit the suspended penalty in the following manner:

A. Defendant agrees to pay all suspended penalties due and owing by check made payable to the "State of Missouri (Reynolds County)" and mailing same to: Collections Specialist, Missouri Attorney General's Office, P.O. Box 899, Jefferson City, MO 65102-0899.

13. The suspended penalty provided in this Consent Judgment shall be in addition to any other rights, remedies, or sanction available to State for Defendant's violation of this Consent Judgment or applicable law.

VIII. Stipulated Penalties

14. In the event that Defendant fail 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. \$200.00 per day for each day of each violation, from thirty-one days to sixty days.

C. \$300.00 per day for each day of each violation, beyond sixty days.

15. Stipulated penalties shall be due and payable within ten days of demand being made by the Attorney General's Office. Defendant shall pay stipulated penalties by check made payable to the "*State of Missouri (Reynolds 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 the consent judgment and Missouri law.

16. 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

17. 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

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

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

CHRISTIAN LOVE FELLOWSHIP

By: 
Thomas Wilson

Title: PWher

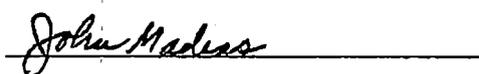
Date: 1/27/16

MISSOURI ATTORNEY GENERAL'S OFFICE

By: 
Brook D. McCarrick
Assistant Attorney General

Date: 2/1/16

MISSOURI DEPARTMENT OF NATURAL RESOURCES

By: 
John Madras, Director
Water Protection Program

Date: 2/9/16

SO ORDERED.



Circuit Judge

Date: 26 February 2016