

## **SETTLEMENT AGREEMENT**

This Settlement Agreement is made by and among the Missouri Attorney General's Office ("Attorney General"), the Missouri Department of Natural Resources ("Department"), and R.W. Farmer Construction Company d/b/a Independence Mobile Home Park ("Farmer"). This agreement is deemed to be executed on the date this document is signed and dated by the Department.

WHEREAS, on June 9, 1993, the parties entered into a Consent Judgment, which was approved by the Jackson County Circuit Court, requiring Farmer to eliminate the discharge from the wastewater treatment facility (Facility) serving the Independence Mobile Home Park by connecting to a local public sewer authority. After the Consent Judgment was entered, Farmer attempted but was unable to obtain an easement from an adjacent landowner that would enable the connection to the local public sewer authority.

WHEREAS, the East Fork of the Little Blue River is listed as a Metropolitan No-Discharge Stream in 10 CSR 20-7.031(6), Table F. Pursuant to this rule "no water contaminant ... shall be discharged to the watersheds of the streams listed in Table F." Farmer either needs to connect to a local public sewer authority or eliminate the discharge.

WHEREAS, since 1985, Farmer has been discharging effluent from its wastewater treatment facility into the East Fork of the Little Blue River without a permit, in violation of § 644.051 of the Missouri Clean Water Law.

WHEREAS, the Department, the Attorney General and Farmer desire to amicably resolve all disputes or claims, which could be made against Farmer for violations of the Missouri Clean Water law and regulations as described above.

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the Department, the Attorney General, and Farmer agree as follows:

1. The provisions of this Agreement shall apply to and be binding upon the parties executing this Agreement, their agents, subsidiaries, affiliates, and lessees, including the officers, agents, servants, corporations and any persons acting under, through, or for the parties agreeing hereto.

2. The Department and the Attorney General agree not to bring or cause to be brought any civil action against Farmer for penalties arising out of the above-referenced violations of the Missouri Clean Water Law and its regulations, provided that Farmer comply with the terms herein.

3. Farmer agrees to comply with the Missouri Clean Water Law and its regulations and, in particular, to refrain from further violations of § 644.051 RSMo, for all future operations.

4. Within thirty (30) days of the effective date of this Settlement Agreement, Farmer shall submit a Closure Plan for the Facility to the Department. The Closure Plan shall be developed pursuant the Standard Conditions for NPDES Permits Issued by the Department contained in Part III, Section I. The Closure Plan shall be submitted to Mr. Paul Dickerson, Water Protection Program, P.O. Box 176, Jefferson City, MO 65102-0176.

5. Within fifteen (15) days receipt of Department comments on the Closure Plan, Farmer shall respond to and address, to the Department's satisfaction, all of the Department's comments on the Closure Plan.

6. Within ninety (90) days of the date the Department approves the Closure Plan, Farmers shall complete the following: i) complete closure of the Facility pursuant to the Department-approved Closure Plan; ii) stabilize the disturbed area with perennial vegetation with 70 percent fully-established plant density over 100 percent of the disturbed area; and iii) submit to the Department a complete Request for Termination of a State Operating Permit (Form J), and, if applicable, a complete Request for Termination of a General Permit (Form H).

7. In the event Facility-closure activities require disturbing one acre or more than one acre of land, Farmer shall obtain a General Permit for land disturbance from the Department prior to beginning land disturbance

activities. Farmer shall comply with all requirements and conditions of the General Permit for land disturbance activities.

8. Should Farmer fail to meet the terms of this Settlement Agreement, including the deadlines set out in paragraphs 4, 5, 6 and 7, Farmer agrees to pay stipulated penalties in the following amount:

<u>Days of Violation</u>	<u>Amount of Penalty</u>
1 to 30 days	\$ 500.00 per day
31 to 90 days	\$1,000.00 per day
91 days and above	\$2,500.00 per day

Stipulated penalties will be paid in the form of a certified check or cashier's check made payable to "*State of Missouri (Jackson County)*." Any such stipulated penalty shall be paid within 10 days of demand by the Attorney General and shall be delivered to: Collections Specialist, Office of the Attorney General, P.O. Box 899, Jefferson City, MO 65102-0899. The stipulated penalties provided for in this Settlement Agreement shall be in addition to any other rights, remedies, or sanctions available to the State of Missouri for Farmer's violation of this Agreement or applicable state laws.

11. Farmer agrees that is it bound by applicable state of Missouri environmental statues and their implementing regulations for activities in the state of Missouri. Nothing herein shall be construed as forgiving future non-compliance with all state of Missouri environmental statues and their

implementing regulations. Nothing in this Settlement Agreement shall serve as an admission by Farmer of any violation.

12. The terms stated herein constitute the entire and exclusive agreement of the parties hereto. There are no other obligations of the parties, be they express or implied, oral or written, except those which are expressly set out in this Settlement Agreement. The terms of this Settlement Agreement supersede all previous memoranda of understanding, notes, conversations, and agreements whether express or implied. This agreement may not be modified orally.

IN WITNESS WHEREOF, the parties hereto have executed this  
agreement as follows:

**MISSOURI DEPARTMENT OF  
NATURAL RESOURCES**

BY: John Madras  
**John Madras, Director  
Water Protection Program**

DATE: 11/2/12

**R.W. FARMER CONSTRUCTION  
COMPANY**

By: Craig French

Printed Name: CRAIG FRENCH

TITLE: President

DATE: 10/23/12

**CHRIS KOSTER  
Attorney General**

BY: Jennifer S. Frazier  
**Jennifer S. Frazier  
Assistant Attorney General**

DATE: 10/29/12