

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 Sunrise Beach RV Park, LLC. This agreement is deemed to be executed on the date this document is signed and dated by the Department.

WHEREAS, Chris Koster is the duly elected, qualified, and acting Attorney General of the State of Missouri.

WHEREAS, the Department director or his designee, on behalf of the Missouri Clean Water Commission, administers the provisions of the Missouri Clean Water Law, Chapter 644 of the Revised Statutes of Missouri.

WHEREAS, Sunrise Beach RV Park, LLC owns and operates a wastewater collection system that includes two 6,700 gallon holding tanks in Sunrise Beach, Camden County, Missouri.

WHEREAS, section 644.076.1, RSMo, makes it unlawful to violate the Missouri Clean Water Law and regulations promulgated pursuant thereto and establishes civil penalties of up to \$10,000.00 per violation per day.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Department, the Attorney General and Sunrise Beach RV Park, LLC further stipulate and agree as follows:

1. The provisions of this Settlement Agreement shall apply to and be binding upon the Department, the Attorney General, and Sunrise Beach RV Park, LLC, as well as their successors in interest, and their successors in office. Further, each party executing this Settlement Agreement shall be responsible for ensuring that their agents, subsidiaries, affiliates, lessees, officers, servants, or any person or entity acting pursuant to, through, or for the parties, adhere to the terms of this Settlement Agreement.

3. Sunrise Beach RV Park, LLC agrees to comply with all the Missouri Clean Water Law and regulations in the future. Any disputes as to the interpretation of this Agreement shall be resolved according to the laws of the State of Missouri.

4. Sunrise Beach RV Park, LLC shall also meet the following schedule of compliance:

I. Immediately upon the effective date of this agreement, Sunrise Beach RV Park, LLC shall pump and haul from the wastewater collection system and holding tanks to a permitted wastewater treatment facility with the capacity to treat the wastewater to prevent any discharges and overflows. Sunrise Beach RV Park, LLC shall continue pumping and hauling wastewater as necessary, to prevent overflows or discharges of sewage until the RV Park is connecting to an area-wide wastewater collection system or completion of all Department approved construction and the effluent complies with the Missouri Clean Water Law and its implementing regulations. Within ten (10) days of the effective date of this agreement, Sunrise Beach RV Park, LLC shall submit to the Department a copy of the signed contract between Sunrise Beach RV Park, LLC and the pumping and hauling business. In addition, Sunrise Beach RV Park, LLC shall maintain pumping and hauling receipts and submit the receipts from the

previous month to the Department by the tenth (10th) day of the following month. The records shall include the date the wastewater was pumped; number of gallons pumped; and the name of the wastewater hauler and the permitted facility accepting the wastewater.

In addition, Sunrise Beach RV Park, LLC shall install overflow alarms on the holding tanks and will inspect the holding tanks daily. Sunrise Beach RV Park, LLC shall submit a daily log of its inspections upon request by the Department.

Sunrise Beach RV Park, LLC shall obtain all required approvals and applicable permits to connect his RV Park to an area wide permitted wastewater collection and treatment system with and complete the connection to an area wide wastewater collection and on or before November 15, 2013. All engineering document submitted to the Department shall be prepared and sealed by a professional engineer licensed to practice in the State of Missouri.

II. If an area wide wastewater collection and treatment system is not available for connection by November 15, 2013, Sunrise Beach RV Park, LLC shall comply with the schedule below and obtain all required approvals and applicable permits to construct a wastewater collection and treatment system to serve his RV Park. All engineering documents submitted to the Department shall be prepared and sealed by a professional engineer licensed to practice in the State of Missouri.

A. On or before December 1, 2013 Sunrise Beach RV Park, LLC shall retain a professional engineer licensed to practice in the State of Missouri and submit to the Department for review and approval a complete construction permit application, applicable fee, and engineering report, plans and specifications to install a wastewater collection system that meets the requirements of Missouri Clean Water Commission regulation 10 CSR 20-8. The engineering report shall be developed in accordance with Missouri Clean Water Commission regulation 10 CSR 20-8.

B. Within fifteen (15) days receipt of Department comments, submit a response to the Department for review and approval addressing all Department comments regarding the construction permit application.

C. Within one hundred eighty (180) days of the Department issuing

a construction permit, complete construction of the wastewater collection system according to the Department approved construction permit, plans and specifications, and submit a Statement of Work Completed signed and sealed by a professional engineer licensed to practice in the State of Missouri stating that the work was completed according to Department approved plans and specifications and that the collection system is connected to a Department approved area-wide wastewater collection and treatment system.

5. In the event Sunrise Beach RV Park, LLC determines that it is not economically practical to upgrade the wastewater collection system as provided in the foregoing paragraph 4, Sunrise Beach RV Park, LLC will properly cap all connections to the wastewater collection system, pump down the holding tanks, and properly seal the holding tanks to prevent unauthorized access.

6. In the event Sunrise Beach RV Park, LLC anticipates missing any deadline set out the foregoing paragraph 4, Sunrise Beach RV Park, LLC will so inform the Department of Natural Resources by contacting the Department's Compliance & Enforcement Unit, Water Protection Program prior to the expiration of the deadline. If Sunrise Beach RV Park, LLC does so notify the Department, the Department may or may not agree to extend the deadline. An extension of the deadline event shall not, by itself, extend any other deadline. In the event Sunrise Beach RV Park, LLC fails to meet any deadline set out the foregoing paragraph 4 and no extension has been granted by the Department, Sunrise Beach RV Park, LLC shall 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

7. Upon full compliance with the terms of this Settlement Agreement, the Department and the Attorney General agree to refrain from initiating or asserting Sunrise Beach RV Park, LLC any claim for violations of the Missouri Clean Water Law, Chapter 644, RSMo, as reported in Notice of Violation No. 13113SW.

8. Execution of this Settlement Agreement shall be complete when the Department has signed and dated the Settlement Agreement. As the last party signing the Settlement Agreement, the Department shall promptly distribute copies of the executed Settlement Agreement to the other signatories.

9. Each signatory to this Settlement Agreement avers that he or she has the authority to bind his or her respective party to this Settlement Agreement as evidenced by their signature on this Settlement Agreement.

10. The terms stated hereinabove constitute the entire and exclusive agreement of the parties hereto. There are no other obligations of the parties, be they expressed or implied, oral or written, except those which are expressly set forth hereinabove. The terms of this agreement supersede all

previous memoranda of understanding, notes, conversations, and agreements, 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 Marbas

Date: 5/15/13

SUNRISE BEACH RV PARK, LLC

By: David Beuhler
David Beuhler

Date: 5/1/13

**CHRIS KOSTER
Attorney General**

By: Don Willoh
Don Willoh
Assistant Attorney General

Date: 5/9/13