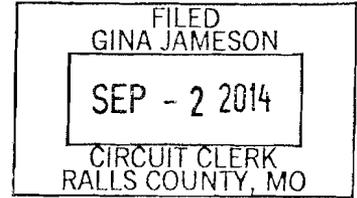


IN THE CIRCUIT COURT OF RALLS COUNTY, MISSOURI

STATE OF MISSOURI ex rel.)
Chris Koster, the Attorney)
General of Missouri, and the)
Missouri Department of)
Natural Resources,)
)
Plaintiff,)
)
v.)
)
MARK TWAIN LANDING, LLC,)
)
Defendant.)



Case No. 13RL-CV00121

CONSENT JUDGMENT

Plaintiff, by and through its relators Attorney General Chris Koster and the Missouri Department of Natural Resources, and Defendant Mark Twain Landing, LLC, 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 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.

Each and every term of this Judgment shall be enforceable by further order of this Court, and to that end, the Court retains jurisdiction of the matter in order to enforce each and every term of this Consent Judgment. The Court finds that the terms of this Consent Judgment protect the public's interest.

The parties, having consented to the entry of this Consent Judgment, it is hereby 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 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.
- b. "Defendant" means Mark Twain Landing LLC ("Mark Twain Landing").

- c. “Department” means the Missouri Department of Natural Resources.
- d. “Facility” means the wastewater treatment facility serving Mark Twain Landing, located in Ralls County, Missouri.
- e. “Plaintiff” means the State of Missouri on the relationship of Attorney General Chris Koster, the Department and the Missouri Clean Water Commission.
- f. “DMR” means Discharge Monitoring Report.
- g. “Permit” means Missouri State Operating Permit No. MO-0103675.

III. Jurisdiction and Venue

3. This Court has jurisdiction over the subject matter herein and of the parties consenting hereto pursuant to § 644.076 RSMo¹. The subject matter of this action involves the Missouri Clean Water Law, Chapter 644 RSMo, and its implementing regulations. The Defendant’s actions alleged in this petition took place in Ralls County; therefore, venue is proper pursuant to § 644.076 RSMo.

IV. Parties Bound

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

4. The provisions of this Order 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

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

VI. Injunctive Relief

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

8. Defendant agrees and is ordered to monitor effluent according to the schedule set out in Part A, Effluent Limitations and Monitoring Requirements of the Permit for all outfalls and submit complete and timely quarterly and annual reports in accordance with part A of the Permit;

9. Defendant has submitted to the Department for review and approval, a preliminary engineering report prepared by a professional engineer registered in the State of Missouri evaluating the current condition of the Facility and recommending upgrades. The report, prepared in January 2013 and revised in March 2013 in response to the Department's February 26, 2013 comments, is attached as Exhibit A. On July 1, 2013 the Department sent supplementary comments to the Defendant, attached as Exhibit B. Defendant agrees and is ordered to complete the following actions as described in Exhibit A according to the following schedule:

a. Within thirty (30) business days of the entry of this Consent Judgment, Defendant shall submit to the Department for review and approval detailed plans for: (i) installing a flow meter in the force main between the lift station (the old mechanical plant) and the earthen storage basin, installing a flow meter in the force main coming from the Harbor Town area, installing flow measurement devices at both the influent and effluent ends of the storage basin, and

installing hour meters (at a minimum) on the land application system pumps; (ii) installing a high level float and alarm system in the concrete basin of the old mechanical plant now being used as a lift station; and (iii) abandoning or removing the UV basin and outfall structure as described in Exhibit B. Additionally, unless the UV basin is removed, the concrete bottom of the basin must be broken up so that it will not retain water; filled with clean fill; capped with soil and seeded and mulched to establish at least 70 percent coverage of perennial vegetation over 100 percent of the disturbed area.

b. Within fifteen (15) business days of receipt of Department comments on the improvements described in paragraph 9.a. and application for closure of the UV basin and outfall structure, Defendant shall respond in writing to the Department addressing all of the Department's comments, to the Department's satisfaction, on the plans and specifications and closure plan.

c. Within one hundred eighty (180) days of the Department's notification of satisfaction with the plans, specifications for the activities described in paragraph 9.a. and closure plan of the UV basin and outfall structure, Defendant shall complete construction and closure as described in the plans, specifications and closure plan.

Within fifteen (15) business days of completing construction, Defendant shall notify the Department that construction is complete.

d. Within sixty (60) days of the entry of this Consent Judgment, Defendant must submit to the Department plans and specifications for construction of a sewer extension developed in accordance with Chapter 8 of the Missouri Clean Water Regulations and prepared by a professional engineer registered in the State of Missouri to relocate the Harbortown forcemain as described in Exhibit A. The Defendant shall also submit a complete application for a construction permit, including fee, to construct the sewer extension.

e. Within fifteen (15) business days of receipt of Department comments on the application for the Construction Permit, plans and specifications, Defendant shall respond in writing to the Department addressing all of the Department's comments, to the Department's satisfaction, on the application for the Construction Permit, plans and specifications.

f. Within one hundred eighty (180) days from the date the Department issues the Construction Permit, Defendant shall complete construction in accordance with the plans and specifications. Additionally, all disturbed or recently repaired areas around any

components of the Facility shall be seeded and maintained to establish perennial vegetation.

g. Within fifteen (15) business days of completing construction, Defendant shall submit to the Department a Statement of Work Completed Form, signed, sealed and dated by a professional engineer registered in the State of Missouri, certifying that the project was completed in accordance with the Construction Permit.

h. Within ninety (90) days of completing construction, Defendant shall complete closure of the UV basin and outfall structure and any additional unused portion(s) of the Facility, according to the approved plan.

VII. Information Collection and Retention

The State, through its 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 their representatives, contractors, or consultants;

d. obtain documentary evidence, including photographs and similar data; and

e. assess Defendants' compliance with this Consent Judgment.

11. Until five years after the entry of this Consent Judgment, Defendant shall retain, and shall instruct their contractors and agents to preserve, all non-identical copies of all permanent documents, records, or other information (including documents, records, or other information in electronic form) in its or its contractors' or agents' possession or control, or that come into its or its contractors' or agents' possession or control, and that relate in any manner to Defendants' performance of their 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 permit the Department to inspect and copy any documents, records, or other information required to be maintained under this Paragraph.

12. 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, nor does it 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.

VIII. Civil Penalty

13. Defendant consents to the entry of judgment in favor of the Plaintiff for a civil penalty of \$11,859.72. Defendant hereby authorizes entry of this judgment against Defendant and in favor of the Plaintiff for this sum. Defendant will pay the civil penalty by check made payable to the “*State of Missouri (Ralls County)*” within thirty (30) days of the entry of this Consent Judgment by mailing the same to: Collections Specialist, Missouri Attorney General’s Office, P.O. Box 899, Jefferson City, MO 65102-0899.

14. The Attorney General’s office may hold or deposit the check consistent with its internal policies until such time as the Consent Judgment is entered by the Court. After entry by the Court, the Attorney General’s Office will assure that the payment is credited to the proper account.

IX. Stipulated Penalties

15. 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. **\$50.00** per day for each day of each violation up to thirty days.

B. **\$100.00** 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.

16. 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 (Ralls County)*" and mail, 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.

17. 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.

X. Cost Recovery

18. Defendant consents to the entry of judgment in favor of the Plaintiff for cost recovery, collectible pursuant to § 644.096 RSMO, of Two-

Thousand One-Hundred Forty Dollars and Twenty-Eighty Cents (\$2,140.28). Defendant hereby authorizes entry of this judgment against it and in favor of the Plaintiff for this sum. Defendant agrees to pay the cost recovery by check made payable to the "*State of Missouri*" Upon signing of this Consent Judgment by Defendant, Defendant will mail the check and a copy of the Consent Judgment to Collections Specialist, Missouri Attorney General's Office, P.O. Box 899, Jefferson City, MO 65102-0899. The Attorney General's office may hold or deposit the check consistent with its internal policies until such time as the consent judgment is entered by the Court. After entry by the Court, the Attorney General's Office will assure that the payment is credited to the proper account.

XI. 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.

XII. Costs

20. 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.

Mark Twain Landing, LLC

By: Thomas R Schwanz Jr.
Date: 8/29/14

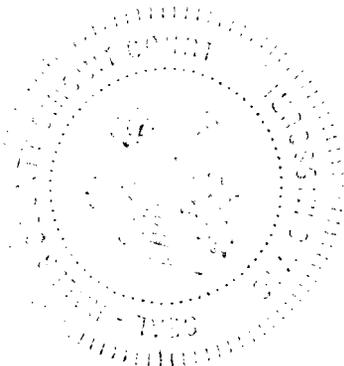
MISSOURI ATTORNEY GENERAL'S OFFICE

By: Timothy A. Blackwell
Timothy A. Blackwell
Assistant Attorney General
Date: 8/29/14

MISSOURI DEPARTMENT OF NATURAL RESOURCES

By: Leanne Tippet Mosby
Leanne Tippet Mosby, Director
Division of Environmental Quality
Date: 8/29/14

SO ORDERED.



Philip B. Shepard
Circuit Judge
Date: 9-2-14