

IN THE CIRCUIT COURT OF
WASHINGTON COUNTY, MISSOURI

STATE OF MISSOURI ex rel.,)
CHRIS KOSTER, Attorney General of)
Missouri, and THE MISSOURI)
DEPARTMENT OF NATURAL)
RESOURCES,)

Plaintiff,)

v.)

RON JACKSON, d/b/a)

VILLAGE INN TRAILER COURT,)

Defendant.)

FILED
O'clock _____ Minutes _____ M.
DEC 11 2014
By <i>Patricia J. Boyer</i>

Case No. 11WA-CC00184

CONSENT JUDGMENT

Plaintiff, State of Missouri, at the relation of Chris Koster, Attorney General, and the Missouri Department of Natural Resources and Defendant Ron Jackson, d/b/a Village Inn Trailer Court, hereby 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, chapter 644, RSMo, and its implementing regulations. 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.

This Consent Judgment is made, agreed upon and submitted to the Court for the purpose of settlement only, and upon the condition that the Court approves it in its entirety. In the event the Court does not approve of this Consent Judgment in its entirety and as agreed by the parties, it shall be null and void and have no effect in this or any other proceeding. The parties understand and agree that 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 hereto, having consented to the entry of this Consent Judgment, before the taking of any testimony and upon the pleadings, 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 and all attachments, which are included by reference and fully enforceable as a term of the judgment.

b. "Defendant" means Ron Jackson, d/b/a Village Inn Trailer Court.

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

d. "Plaintiff" means the State of Missouri on the relationship of Attorney General Chris Koster, the Department and the Missouri Clean Water Commission.

e. "facility" means the wastewater treatment facility serving the Village Inn Trailer Court in Washington County, Missouri.

f. "Water Protection Program" or "WPP" means the Water Protection Program of the Missouri Department of Natural Resources.

III. Jurisdiction

3. This Court has jurisdiction over the subject matter herein and of the parties consenting hereto pursuant to § 644.075.1, RSMo.

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, 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 Law or regulations or under federal 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 Plaintiff 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 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 the Missouri Clean Water Law and its implementing regulations for any and all future activities in the State of Missouri, including but not limited to:

- ensuring that the wastewater treatment facility is operated and maintained in compliance with the Permit conditions and the Missouri Clean Water Law and implementing regulations;
- ensuring that effluent from the facility meets effluent limits outlined in Missouri State Operating Permit No. MO-0123765 (“the Permit”); and
- ensuring that there are no discharges of raw sewage or inadequately treated wastewater at the wastewater treatment facility.

8. Defendant further agrees and is ordered to submit missing Discharge Monitoring Reports (“DMRs”) from the 4th quarter 2010, and the 1st, 2nd, 3rd, and 4th quarters of 2011, or submit a letter to the Department explaining why the DMRs are not available. Defendant agrees and is ordered to submit accurate, complete, and timely DMRs and annual sludge reports to the Department’s Southeast Regional Office as required by the Permit at all times in the future.

9. 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 Defendant's representatives, contractors, or consultants;

D. Obtain documentary evidence, including photographs similar data; and

E. Assess Defendant's compliance with this Consent Judgment.

10. Until five years after the termination of this Consent Judgment, Defendant shall retain, and shall instruct its 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 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 Defendant's performance of its 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.

11. 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.

VII. Civil Penalty & Fees

12. Civil Penalty. Defendant consents to the entry of judgment in favor of the State of Missouri for a civil penalty of \$13,275.00, \$10,275.00 of which shall be suspended. Defendant hereby authorizes entry of this judgment against him and in favor of the State of Missouri for this sum.

13. Defendant agrees to pay the up-front civil penalty of \$3,000.00 in six monthly payments of \$500.00 each. The first payment shall be paid by check made payable to the "State of Missouri (Washington County)" within 30 days of entry of this Consent Judgment by the Court. Defendant will mail the check and a copy of this Consent Judgment to Collections Specialist,

Missouri Attorney General's Office, P.O. Box 899, Jefferson City, MO 65102-0899. The second payment shall be paid within 60 days of entry of this Consent Judgment, and each of the remaining monthly payments shall be paid within 30 days of the preceding payment until paid in full.

14. The parties agree to suspend collection of \$10,275 of the total civil penalty provided that Defendant complies with the terms of this Consent Judgment and the Missouri Clean Water Law at the facility for a period of two years following the entry of this Consent Judgment in circuit court.

VIII. Stipulated Penalties

11. 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. \$250.00 per day for each day of each violation, beyond sixty days.

12. 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 (Washington 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.

13. 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. Notices and Submittals

14. Whenever under the terms of this Consent Judgment that notice is required to be given or a report or other document is required to be forwarded by one party to another, it shall be directed to the individuals at the addresses specified below, unless those individuals or their successors give notice in writing of another individual designated to receive such communications. Notice to the individuals listed below or such other individuals designated pursuant to the foregoing, in writing and hand-delivered or sent by registered or certified mail, postage prepaid, shall

constitute complete satisfaction of any notice requirement of the Consent Judgment.

To the Missouri Department of Natural Resources:

Joan Doerhoff
Water Protection Program
P.O. Box 176
Jefferson City, MO 65102
(573) 522-3779
joan.doerhoff@dnr.mo.gov

To the Attorney General's Office:

Timothy A. Blackwell
Assistant Attorney General
Agriculture and Environment Division
State of Missouri Office of Attorney General
P.O. Box 899
Jefferson City, Missouri 65102
Voice: 573-751-8846
Fax: 573-751-8796
Tim.Blackwell@ago.mo.gov

X. Modification

15. 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.

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

Ron Jackson

Ron Jackson

Date: _____

Chris Koster, Attorney General

By: Timothy A. Blackwell
Timothy A. Blackwell
Assistant Attorney General

Date: 12/9/14

Missouri Department of Natural Resources

By: John Madras

Date: 12/10/14

SO ORDERED.

12/12/14
Date

[Signature]
Circuit Judge, Washington County

STATE OF MISSOURI }
COUNTY OF WASHINGTON } SS CERTIFICATE OF TRUE COPY

I, PATRICIA BOYER, Clerk of the Circuit Court for said County, hereby certify the above and foregoing to be a true copy of original documents as same appears of record in my office.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said Court at office in Potosi, Missouri, this the 15th day of December, 2014.

Patricia J. Boyer
PATRICIA BOYER, Clerk Circuit Court

By Rita Owens D.C.