

- C. MSOP No. MO-0084018 was issued to Mr. Godíñez on October 9, 2009, and has expired on its own terms on October 8, 2014. The MSOP requires Mr. Godíñez to sample the effluent discharged from Outfall No. 001 and chemically analyze the effluent sample for the water contaminants listed in Part “A” once a quarter. The MSOP also requires the effluent to comply with the limitations contained in Part “A” and requires the results of the analysis to be submitted to the department on quarterly Discharge Monitoring Reports (DMRs) by the 28th day of the month following the reporting period.
- D. MSOP No. MO-0084018 includes a Schedule of Compliance (SOC) requiring Mr. Godíñez to complete the following: i) by July 9, 2010, submit a preliminary engineering report describing the current treatment system and evaluating whether it will meet the more stringent design and performance standards anticipated in future MSOPs; ii) by April 9, 2011, and after department approval of the preliminary engineering report, submit a complete construction permit application to the department; iii) by October 9, 2011, submit a progress report to the department; and iv) complete construction of the improvements by October 9, 2012.
- E. Quarterly DMRs submitted to the department report that the effluent has not discharged from the WWTF since the MSOP was issued in October 2009.
- F. On October 4, 2012, department staff conducted a compliance inspection of the WWTF. During this inspection, department staff documented tall grass, weeds, and brush prevented the inspector from observing the WWTFs outfall. A file review of MSOP No. MO-0084018 indicated that Mr. Godíñez had failed to complete the requirements of the SOC contained in the MSOP.
- G. On October 10, 2012, the department issued Notice of Violation (NOV) No. 19178 SE to Mr. Godíñez, for failing to comply with the SOC contained in MSOP No. MO-0084018. In the inspection report, the department required Mr. Godíñez to retain the services of a registered professional engineer and within 90 days, submit a letter to the department identifying the contracted engineer and providing a schedule to comply with the SOC.
- H. On March 14, 2013, the department sent correspondence to Mr. Godíñez providing him with a final opportunity to comply with the MCWL and implementing regulations. On April 2, 2013, the department received electronic correspondence from Mr. Joe Leahy, P.E., with Smith & Company Engineers indicating he had been retained by Mr. Godíñez to evaluate his WWTF.

- I. On June 13, 2013, the department issued NOV No. 19273 SE to Mr. Godíñez for failure to comply with the terms of the SOC contained in MSOP No. MO-0084018.
- J. On April 23, 2015, Ms. Pilar Sanchez, on the behalf of Mr. Godíñez sent to the department by facsimile an unsigned contract between Mr. Godíñez and Smith & Company Engineers for the design and engineering of a sewer connection to connect the Relax Motel to the city of Poplar Bluff wastewater treatment and collection system.
- K. To date the department has not received an application to renew MSOP No, MO-0084018.
- L. Section 644.076.1, RSMo, makes it unlawful to violate the MCWL and regulations promulgated pursuant thereto, and establishes civil penalties of up to \$10,000.00 per day per violation.

III. CITATIONS AND CONCLUSIONS OF LAW

Violations of the MCWL and its implementing regulations alleged herein and found to have been committed by Mr. Godíñez at the WWTF are as follows:

- 1. Failed to upgrade WWTFs as required in Part “B”, Standard Conditions, and Part “D” SOC in MSOP No. MO-0084018, in violation of Section 644.076.1 RSMo, and 10 CSR 20-6.010(7)(A).
- 2. Since October 8, 2014, operated, used or maintained a water contaminant source – domestic sewage from a motel -- which discharges to a tributary to Craven Ditch, waters of the state, without a MSOP in violations of Sections 644.051.2 and 644.076.1, RSMo, and 10 CSR 20-6.010(1)(A) and (5)(A).

IV. AGREEMENT

- A. The department and Mr. Godíñez desire to amicably resolve all claims that may be brought against Mr. Godíñez for violations alleged above in Section III, Citations and Conclusions of Law, without Mr. Godíñez admitting to the validity or accuracy of such claims.
- B. The provisions of this AOC shall apply to and be binding upon the parties executing this AOC, their successors, assigns, agents, subsidiaries, affiliates, and lessees, including the officers, agents, servants, corporations, and any persons acting under, through, or for the parties. Any changes in ownership or corporate status, including but not limited to, any transfer of assets or real or personal property, shall not affect the responsibilities of Mr. Godíñez under this AOC.

- C. In the period of time from the effective date of this AOC until the sewer extension from Relax Motel to the City of Poplar Bluff is completed, Mr. Godíñez shall operate the existing WWTF at all times in compliance with the conditions and requirements of MSOP No. MO-0084018. All units or components of the existing WWTF shall be maintained in an operable condition, even if this requires the purchase and installation of new parts or equipment, or repair of the WWTF.
- E. Within 6 months of the effective date of this AOC, Mr. Godíñez agrees to submit the following documents to the department for review and approval:
 - a. Plans and specifications for a sewer extension designed and sealed by a professional engineer registered in the state of Missouri in accordance with 10 CSR 20 Chapter 8. If the sewer extension and collection system will be greater than 1,000 feet in length and/or will include 2 or more lift stations, the respondent shall submit to the department a complete application for a construction permit including the plans and specifications sealed by a professional engineer and the applicable fee for the sewer extension;
 - b. A letter from the city accepting the wastewater discharge from Mr. Godíñez's WWTF; and
 - c. A closure plan for the current WWTF developed in accordance with Standard Conditions, Part III, Section I of MSOP No. MO-0084018.
- F. Within 15 days of receipt of department comments on the plans and specifications, and if applicable, an application for a Construction Permit Sewer Extension, Mr. Godíñez agrees to respond and adequately address to the department's satisfaction all the department's comments on the construction permit.
- G. Mr. Godíñez agrees to meet all requirements of the city of Poplar Bluff for connecting the wastewater generated from Relax Motel to the city's public sewer system, including, but not limited to: obtaining easements for any necessary construction; receiving written approval from the city of Poplar Bluff accepting the sewer extension; annexing into the city of Poplar Bluff, if required, and paying connection fees to the city of Poplar Bluff, if required prior to beginning construction.
- H. Within 120 days of the department's issuance of a construction permit, Mr. Godíñez agrees and is ordered to complete all construction activities necessary to connect the wastewater flow from Relax Motel to the city of Poplar Bluff public sewer system and connect the wastewater flow from Relax Motel to the city's public sewer system. If a construction permit is not required, Mr. Godíñez agrees to complete the sewer extension within 120 days of receiving a letter from the

department notifying him to proceed with construction of the sewer extension, but not before receiving approval from the city of Poplar Bluff.

- I. Within 15 days of connecting the wastewater flow from Relax Motel to the city of Poplar Bluff's public sewer system, Mr. Godíñez agrees to submit to the department a letter of authorization, Statement of Work Complete, or certification of construction from a professional engineer licensed to practice in the state of Missouri certifying that the project has been completed in accordance with the approval plans and specifications.
- J. Within 45 days of connecting the wastewater flow from Relax Motel to the city of Poplar Bluff's public sewer system, and after the department approves the closure plan in writing, Mr. Godíñez agrees to complete closure of the WWTF as approved by the department and submit to the department a complete and approvable Request for Termination of MSOP No. MO-0084018.
- K. Should Mr. Godíñez fail to meet the terms of this AOC, including the deadlines for completion of construction set out in Paragraphs E through J, Mr. Godíñez shall be subject to pay stipulated penalties in the following amount:

<u>Days of Violation</u>	<u>Amount of Penalty</u>
1 to 30 days	\$50.00 per day
31 to 90 days	\$100.00 per day
91 days and above	\$250.00 per day

Stipulated penalties will be paid in the form of a certified or cashier's check made payable to "Butler County Treasurer, as custodian of the Butler County School Fund." Any such stipulated penalty shall be paid within ten days of demand by the department and shall be delivered to:

Department of Natural Resources
Accounting Program
P.O. Box 477
Jefferson City, MO 65102-0176

- L. Nothing in this AOC forgives Mr. Godíñez from future non-compliance with the laws of the state of Missouri, nor requires the department or state of Missouri to forego pursuing by any legal means for any non-compliance with the laws of the state of Missouri. The terms stated herein constitute the entire and exclusive agreement of the parties. There are no other obligations of the parties, be they expressed or implied, oral or written, except those expressly set forth herein. The terms of this AOC supersede all previous memoranda or understanding, notes, conversations, and agreements, express or implied. This AOC may not be modified orally.

- M. By signing this AOC, all signatories assert that they have read and understood the terms of this AOC, and that they have the authority to sign this AOC on behalf of their respective party.
- N. The effective date of the AOC shall be the date the department signs the AOC. The department shall send a fully executed copy of this AOC to Mr. Godíñez for his records.
- O. Mr. Godíñez shall comply with the MCWL, Chapter 644, RSMo and its implementing regulations at all times in the future.

V. RIGHT OF APPEAL

By signing this AOC No. 2015-WPCB-1307, Mr. Godíñez consents to its terms and waives any right to appeal, seek judicial review, or otherwise challenge the terms and conditions of this AOC pursuant to Sections 621.250, 640.010, 640.013, 644.056.3, 644.079.2, Chapter 536 RSMo, 644.145, RSMo, 10 CSR 20-1.020, 10 CSR 20-3.010, 10 CSR 20-6.020(5), the Missouri Constitution, or any other source of law

VI. CORRESPONDENCE AND DOCUMENTATION

Correspondence or documentation with regard to conditions outlined in this AOC shall be directed to:

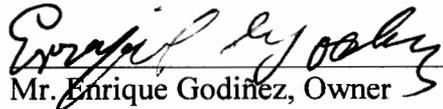
Mr. Kurtis Cooper
Department of Natural Resources
Water Protection Program
Compliance and Enforcement Section
P.O. Box 176
Jefferson City, MO 65102-0176

Agreed to and Ordered this 2nd day of June, 2015



John Madras, Director
Water Protection Program
Missouri Department of Natural Resources

Agreed to and Ordered this 19 day of May, 2015



Mr. Enrique Godínez, Owner
Relax Motel

Copies of the foregoing served by certified mail to:

Mr. Enrique Godínez
3118 South Westwood
Poplar Bluff, MO 63901

CERTIFIED MAIL #

Ms. Pilar Sanchez
2911 North Westwood Suite D
Poplar Bluff, MO 63901

c: Ms. Diane Huffman, Environmental Protection Program
Mr. Chris Wieberg, Chief, Operating Permits Section
Mr. Jackson Bostic, Director, Southeast Regional Office
Accounting Program
Missouri Clean Water Commission