

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 VMPC Recreational, LLC ("VMPC"). This Agreement is deemed to be executed on the date this document is signed and dated by the Department.

The parties agree to the following:

1. **Objectives.** The objectives of the parties to this Settlement Agreement are to protect human health and the environment and to resolve the allegations contained in the Petition for Injunctive Relief and Civil Penalties in Case No. 16SF-CC00085, filed May 20, 2016 by the State of Missouri *ex rel.* Chris Koster in the Circuit Court of St. Francois County, Missouri.

2. **Definitions.** The terms used below shall have the same meaning as provided in the Missouri Clean Water Law and its implementing regulations. In addition, the following terms are specifically defined:

a. "Settlement Agreement" means this Settlement Agreement and all attachments, which are included by reference;

b. "Department" means the Missouri Department of Natural Resources;

c. "Facility" means the four 1,500-gallon holding tanks located at the Site.

d. "State" means the State of Missouri;

e. "Site" means Stone Park Resort, located at 8014 Berry Road, Bonne Terre, St. Francois County, Missouri. JP NJ

f. "VMPC" means VMPC Recreational, LLC.

3. **Jurisdiction.** VMPC consents to this Court's personal jurisdiction for purposes of executing and enforcing this Settlement Agreement.

4. **Parties Bound.** The provisions of this Settlement Agreement jointly and severally bind all parties to this action as well as their respective agents, servants, employees, heirs, successors, and assigns. Additionally, these provisions bind 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. Any change in ownership or corporate status of VMPC including, but not limited to, any transfer of assets or real or personal property shall not alter VMPC's responsibilities under this Settlement Agreement.

5. VMPC agrees to comply with all State of Missouri environmental laws for any future activities in the State.

6. VMPC agrees and to continue to pump and haul wastewater from the Facility—to a wastewater treatment facility permitted by the Department with the capacity to treat the wastewater—as necessary to prevent a discharge to waters of the State. VMPC agrees to maintain pumping and hauling records and receipts and make these available to the Department upon request. The pumping and hauling records shall state the date the wastewater was pumped, the number of gallons pumped, the name of the wastewater hauler, and the name of the permitted facility accepting the wastewater.

7. Within thirty (30) days of the execution of this Settlement Agreement, VMPC agrees to submit to the Department one of the following:

a. A complete permit application for a no-discharge, pump-and-haul Missouri State Operating Permit and applicable fee; or

b. A letter stating that the VMPC will construct the wastewater treatment facility as described in VMPC's Construction Permit No. CP0001449, according to the plans and specifications approved by the Department. If VMPC selects this option, VMPC agrees to:

- i. Complete construction by **September 9, 2016**, unless the Department grants an extension of time for good cause;
- ii. Submit a Statement of Work Complete Form, signed, sealed, and dated by a professional engineer registered in Missouri certifying that the project was completed in accordance with Department-approved plans and specifications, along with a complete application for a Missouri State Operating Permit and applicable fee.

8. VMPC agrees to pay a civil penalty of \$8,000.00 within 30 days of the effective date of this Settlement Agreement. VMPC shall pay this sum by mailing a check made payable to “*State of Missouri (St. Francois County)*” to:

Collections Specialist
Missouri Attorney General’s Office
P.O. Box 899
Jefferson City, MO 65102-0899

9. **Satisfaction.** Upon the completion of all terms of this Settlement Agreement, including the payment of the civil penalty, VMPC is relieved of liability for the violations alleged in the Petition. Once VMPC’s obligations under this Settlement Agreement are fully satisfied, the Attorney General will voluntarily dismiss the State of Missouri’s Petition in Case No. 16SF-CC00085. The Attorney General will agree to continue the judicial proceedings so long as VMPC is complying with the terms of this Settlement Agreement.

10. **Reservation of Rights.** This Settlement Agreement 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.

11. The Attorney General and the Department agree not to bring or cause to be brought any civil or administrative action that may have accrued through the date of this settlement agreement against VMPC for any claimed

violations of the Missouri Clean Water Law and implementing regulations referenced above, as long as VMPC complies with this Agreement.

12. The Attorney General expressly reserves the right to bring an action to enforce this Settlement Agreement.

13. Without limiting the foregoing, the parties expressly agree that nothing in this Settlement Agreement shall:

a. Prevent the State from applying to this Court for further orders or relief if violations of this Settlement Agreement occur;

b. Preclude the State from seeking equitable or legal relief for violations of any laws or regulations not alleged in the Petition in Case No. 16SF-CC00085;

c. Preclude the State from seeking equitable or legal relief for future violations of the Missouri Clean Water Law or its implementing regulations.

14. The State further reserves all legal and equitable remedies to address any imminent and substantial danger to the public health or welfare or the environment arising at, or posed by, VMPC's Facility or Site, acts, or omissions, whether related to the violations addressed in this Settlement Agreement or otherwise.

15. **Notice and Delivery.** Whenever under the terms of this Settlement Agreement notice must be given or a report or other document must be forwarded by one party to another, it shall be directed to the entities at the addresses specified below. Notice must be in writing and either hand-delivered or sent by registered or certified mail, postage prepaid.

To the Department:	To the State:
Missouri Department of Natural Resources Water Protection Program P.O. Box 176 Jefferson City, MO 65102 Phone: (573) 522-1120 Fax: (573) 526-5268	Missouri Attorney General's Office Agriculture & Environment Division P.O. Box 899 Jefferson City, MO 65102 Phone: (573) 751-8795 Fax: (573) 751-8796
To VMPC:	
Royce Vessell, Company President VMPC Recreational, LLC 314 N. Broadway, Ste. 1906 St. Louis, MO 63102	

16. Either party may update the delivery address by giving written notice of the new address to the other parties at the addresses above or to the most recent address provided in accordance with this paragraph.

IN WITNESS WHEREOF, the parties hereby consent to this Settlement Agreement through their duly authorized representatives as indicated below:

VMPC RECREATIONAL, LLC

By Raymond
Name

Title: Manager

Date: 7/15/16

MISSOURI ATTORNEY GENERAL'S OFFICE

By: Joel Reschly
Joel Reschly
Assistant Attorney General

Date: 7/21/2016

MISSOURI DEPARTMENT OF NATURAL RESOURCES

Name: John Madras

Title: Director, Water Protection Program

Date: 7/29/16