

STATE OF MICHIGAN
CIRCUIT COURT FOR THE 27TH JUDICIAL CIRCUIT
NEWAYGO COUNTY

MICHIGAN DEPARTMENT OF
ENVIRONMENT, GREAT LAKES, AND
ENERGY,

Plaintiff,

No. 20-20687-CE

Hon. Robert D. Springstead

v

SLATER FARMS, LLC, SLATER CUSTOM
FARMING, LLC, SLATER FARMS 88th, LLC,
and ALLEN SLATER,

Defendants.

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Gillian Wener (P81427)
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CONSENT JUDGMENT

At a session of said court held in the Circuit Courtrooms,
City of White Cloud, County of Newaygo, State of Michigan,
on the 28th day of September 2021.

PRESENT: HON. ROBERT D. SPRINGSTEAD
Circuit Court Judge

The Plaintiff in this case is the Michigan Department of Environment, Great
Lakes, and Energy (Department), renamed from its prior name, Michigan
Department of Environmental Quality, under Executive Order 2019-16. The

Department is the state department mandated to protect the natural resources of the state from pollution, impairment, and destruction. MCL 324.301, MCL 324.501, and Executive Order 2019-02. Defendants are Slater Farms, LLC, Slater Custom Farming, LLC, Slater Farms 88th, LLC, all of which are Michigan limited liability corporations, and Allen Slater. Defendants own and manage animal feeding operations of more than 1,500 mature dairy cows and 400 cattle, located at four different locations referred to as Slater Home Farm, Joe's Place, 88th Street Place, and Silver Skies. Their operations also include collecting and spreading the waste produced at those four different locations on hundreds of acres in both Newaygo County and Muskegon County.

In its complaint, the Department alleged that Defendants violated Part 31, Water Resources Protection, of the Natural Resources and Environmental Protection Act (NREPA), MCL 324.3101 *et seq.* (Part 31), and also that Slater Farms, LLC violated its contractual obligations under Administrative Order No. ACO-000170, attached hereto as Exhibit A. The Department further alleged that these violations threatened to impair the natural resources of Muskegon County and Newaygo County by overloading the local watershed with nutrients and introducing bacteria and other pathogens from animal waste into the waters of the state. Defendants deny any violations of law and further deny that their operations have either impaired or threatened to impair the natural resources of Muskegon County and Newaygo County.

The Department and the Defendants (Parties) agree that settling this action is in the public interest and that entry of this consent judgment (Judgment), without further litigation, is the most appropriate means of resolving this litigation. By settling this action, Defendants do not admit any violation of law or regulation. The Parties agree to, and shall be bound by, the terms and findings of this Judgment. This Judgment requires Defendants to pay \$120,000 in civil fines, to operate in compliance with an individual National Pollution Discharge Elimination System (NPDES) permit, and to pay stipulated penalties for violations of that permit. If Defendants maintain compliance with the Permit for a probationary period of One Permit Year, then \$60,000 of the civil fines shall be waived.

The Court, by entering this Judgment, finds that the corrective actions set forth herein are necessary to bring Defendants' operations into compliance with Part 31, and to protect the public health, safety, and welfare, and the environment.

NOW, THEREFORE, before the taking of any testimony, without trial of any issue of fact or law, and upon the consent of the Parties, it is ORDERED:

I. JURISDICTION AND VENUE

A. This Court has jurisdiction over the subject matter of this action under Section 3115(1) of the NREPA, MCL 324.3115(1), and Section 605 of the Revised Judicature Act (RJA), MCL 600.605.

B. The Court has personal jurisdiction over Slater Farms, LLC, Slater Custom Farming, LLC, and Slater Farms 88th, LLC, under Section 711 of the RJA, MCL 600.711.

C. The Court has personal jurisdiction over Allen Slater under Section 705 of the RJA, MCL 600.705.

D. Venue in this Court is proper under Section 3115(1) of the NREPA, MCL 324.3115(1), and Section 102 of the RJA, MCL 14.102.

E. The Court determines that the terms and conditions of this Judgment are reasonable, adequately resolve the environmental issues raised in the complaint, and properly protect the interests of the people of the State of Michigan.

F. The Court shall retain jurisdiction over the Parties and subject matter of this action to enforce this Judgment and to resolve disputes arising under it, including those that may be necessary for its construction, execution, or implementation, subject to Section XV (Retention of Jurisdiction).

II. PARTIES BOUND

A. The Department is the state agency mandated to protect the natural resources of the state from pollution, impairment, and destruction. MCL 324.301, MCL 324.501, and Executive Orders 2011-1 and 2019-16.

B. At all times relevant to the complaint, Allen Slater and Slater Farms, LLC, maintained the NPDES permit for the Slater Home Farm, Joe's Place, and the 88th Street Farm.

C. At all times relevant to the complaint, Slater Custom Farming, LLC, was responsible for managing the waste produced by the animal feeding operations at Slater Home Farm, Slater 88th Street Farm, Joe's Place, and Silver Skies.

D. The provisions of this Judgment shall be binding on the Parties, their officers, agents, successors, and assigns.

E. In the event Defendants sell or transfer any portion of the animal feeding operations during the term of this Judgment, Defendants shall advise any purchaser or transferee of the existence of this Judgment in connection with such sale or transfer and provide a copy of this Judgment to them. No later than ten (10) calendar days after any such sale or transfer, Defendants shall also notify the Department, Water Resources Division (WRD), Grand Rapids District Office Supervisor (WRD Grand Rapids District Supervisor), in writing, of the identity and address of any purchaser or transferee and confirm that in fact notice of this Judgment has been given to the purchaser or transferee. As a condition of any such sale or transfer, Defendants shall obtain the consent of the purchaser or transferee, in writing, to assume all of the obligations of this Judgment. A copy of that agreement shall be forwarded to the WRD Grand Rapids District Supervisor no later than ten (10) days after the purchaser or transferee assumes the obligations of this Judgment.

F. Defendants shall provide a copy of this Judgment to all contractors, subcontractors, and consultants that are retained to conduct any portion of the activities to be performed pursuant to this Judgment within three (3) calendar days of the effective date of such retention.

G. Notwithstanding the terms of any contract(s) that Defendants may enter with respect to the activities to be performed pursuant to Section VI

(Compliance Requirements) of this Judgment, Defendants are responsible for compliance with the terms of this Judgment and shall ensure that its contractors, subcontractors, consultants, and employees perform all compliance activities in full conformance with the terms and conditions of this Judgment.

III. STATEMENT OF PURPOSE

A. In entering this Judgment, the Parties' mutual intent is to settle the violations alleged in the complaint in a manner and under terms satisfactory to the Parties.

IV. DEFINITIONS

A. "88th Street Farm" means the southeast quarter of Section 30, Township 12 North, Range 14 West, Parcels No. 62-17-30-400-0021 and 62-17-30-400-003A, located in the township of Sheridan in Newaygo County, referred to as 9061 West 88th St. in Fremont, Michigan 49412.

B. "Department" means the Michigan Department of Environment, Great Lakes, and Energy or its predecessor in name, the Michigan Department of Environmental Quality.

C. "Drought" means D1 (Moderate Drought), D2 (Severe Drought), D3 (Extreme Drought), and D4 (Exceptional Drought) for any portion of the counties of Muskegon and Newaygo on the United States Drought Monitor, available online at: <https://droughtmonitor.unl.edu/>.

D. "Effective Date" means the date that the Court enters this Judgment or, if the Court instead issues an order approving this Judgment, the date such order is recorded on the Court docket, whichever occurs first.

E. "Final Annual Report" means an annual report that meets the requirements of Subsection VI(H).

F. "Joe's Place" means the south half of the southwest quarter of Section 11, Township 12 North, Range 15 West, and the west half of the southeast quarter except the south 16 rods of the east 10 rods and also except the south 1155.44 feet of the west 754 feet thereof, of Section 10, Township 12 North, Range 15 West, Parcel Nos. 05-011-300-0002-00 and 05-010-400-0001-00, all located in Holton Township in Muskegon County and referred to as 7680 Brunswick Road in Holton, Michigan.

G. "One Permit Year" means at least one calendar year of operating under the Permit, so long as that calendar year does not include more than eight (8) consecutive weeks of Drought, and which concludes upon the submission of the Final Annual Report.

H. "Parties" mean the Michigan Department of Environmental Quality, renamed the Michigan Department of Environment, Great Lakes, and Energy under Executive Order 2019-16, and Slater Farms, LLC, Slater Custom Farming, LLC, Slater Farms 88th, LLC, and Allen Slater, referred to herein as Defendants.

I. "Permit" means the individual NPDES permit that the Department will issue to Defendants in accordance with Section VI(B) of this Judgment.

J. "Section" means a portion of this Judgment identified by a Roman numeral.

K. "Silver Skies" means portions of the southeast quarter and the southwest quarter of Section 13 in Township 14 North, Range West, Parcel Nos. 62-1109-31-400-001, 62-09-31-400-005, and 62-09-31-400-008, all located in Denver Township in Newaygo County and referred to as 9105 W. Baseline Road in Hesperia, Michigan.

L. "Slater Home Farm" means the east half of the southeast quarter of Section 11, and the northeast quarter of the northeast quarter and the west half of the northeast quarter of Section 14, all in Township 12 North, Range 15 West, Parcels No. 61-05-055-400-000400, 05-014-200-001-00, and 05-014-200-0002-00, located in the township of Holton in Muskegon County, referred to as 7374 Brunswick Road, Holton, Michigan, sometimes listed as 10171 Brickyard Road in Holton, Michigan.

M. All terms used in this document that are defined in Part 31 of the NREPA and associated administrative rules or the federal Clean Water Act shall have the same defined meaning in this Judgment.

V. COMPLIANCE WITH STATE AND FEDERAL LAWS

A. All actions required to be taken pursuant to this Judgment shall be undertaken in accordance with the requirements of all state and federal laws, rules, and regulations including the timely procurement of all necessary permits and approvals.

VI. COMPLIANCE REQUIREMENTS

A. Defendants shall comply with all provisions of Michigan's NPDES General Permit for Concentrated Animal Feeding Operations, MIG01000 (Exhibit B), and any superseding permits, including the Permit.

B. Within thirty (30) days after the Effective Date, Slater Farms, LLC shall submit all additional information necessary for the Department to issue an individual NPDES permit in response to Defendants' March 27, 2020 application for coverage under MIG01000, in accordance with Mich Admin Code, R 323.2191(3)(b).

1. The following animal feeding operations under control of Defendants shall be covered by the Permit: 88th Street Farm, Slater Home Farm, and Joe's Place.

2. Slater Farms, LLC shall respond to any requests for additional information necessary to process the Permit within ten (10) days with a good faith effort to submit all required information.

3. Slater Farms, LLC waives its right to contest the permit provisions in Exhibit B.

4. Within thirty (30) days after the issuance of the Permit, the Parties shall amend this Judgment to include the issued Permit as Exhibit C.

5. Slater Farms, LLC shall have ninety (90) days after issuance of the Permit to update operations, as applicable, and to submit an updated Comprehensive Nutrient Management Plan in accordance with the Permit.

C. Within fifteen (15) days after the Effective Date, Allen Slater and Slater Home Farms, LLC, shall submit \$957.21 in past-due annual permit fees.

D. No later than eight (8) weeks after the Effective Date, Defendants shall submit the following information to the Department, in accordance with the requirements of the National Resources Conservation Service (NRCS) standard No. 313 for waste storage structures (2005), as required by Paragraph 3.8 of Administrative Consent Order No. ACO-000170 (Exhibit A):

1. A hydraulic conductivity test that shows the disturbed, recompacted clay soil on the side slopes of the waste storage structure at Slater Home Farm has a permeability of 0.0028 feet per day (1×10^{-6} centimeters/second) or less, or, alternately, that the soils used to create the compacted clay liner have a Plasticity Index of at least 15, as determined by an Atterberg limits test (ASTM D 4318) and classify as CL, CH, MH, SC, or GC based on the Unified Soil Classification System (ASTM D 2487 or ASTM D 2488); and

2. Soil borings that encompass the entire soil profile, from the top of the waste storage structure to two feet below the bottom of the structure, that includes a description of the soils using the Unified Soil Classification System (ASTM D 2487 or ASTM D 2488), confirming that they classify as CL, CH, MH, SC, or GC.

E. If the information provided pursuant to Subsection VI(D) reveals deficiencies in the waste storage structure, or is insufficient to make a

determination, the Department may seek injunctive relief from this Court.

Defendants contend that the waste storage structure already meets all applicable requirements and the requested information above is outside the regulatory standards. While Defendants agree to provide the requested information as a compromise to resolve these disputed claims, Defendants expressly reserve the right to contest the relevance, applicability, or necessity of the information and will argue that the waste storage structure already meets all applicable standards in the event of further proceedings.

F. The Parties may agree to extend the schedules in this Section VI (Compliance Requirements) by mutual consent in a signed, written agreement.

G. On the Effective Date, ACO-000170 entered between the Parties on December 18, 2012 (Exhibit A) shall terminate.

H. After one complete calendar year of operating under the Permit, Slater Farms, LLC shall submit an annual report in accordance with the Permit (see Section I.B.4.d. of Exhibit B).

1. If that calendar year does not include more than eight (8) consecutive weeks of Drought, then the annual report is considered the Final Annual Report for the purposes of determining whether Defendants are entitled to a waiver of \$60,000 of civil fines under Subsection X(C), and whether this Judgment may be terminated under Subsection XVI(A).

2. If that calendar year includes more than eight (8) consecutive weeks of Drought, then Slater Farms, LLC shall submit data from the

subsequent calendar year until the Department has data containing fifty-two (52) consecutive weeks of data with no more than eight (8) consecutive weeks of Drought to determine Defendants' compliance with the Permit.

VII. ACCESS

A. Upon the Effective Date and until this Judgment is terminated in accordance with Section XVI (Termination), the Department and its employees, contractors, and consultants, upon presentation of proper credentials, shall have access at all reasonable times and without advance notice to Defendants' operations to inspect and determine compliance with this Judgment.

VIII. NOTICES

A. Except where this Judgment already identifies the persons to whom a document or information is to be submitted, any submittal, notice, report, documentation, or recitation required by this Judgment shall be submitted to the attention of:

For the Department: Grand Rapids Water Quality District Supervisor
Department of Environment, Great Lakes, and Energy
State Office Building, 5th Floor
350 Ottawa Avenue NW, Unit 10
Grand Rapids, Michigan 49503

For Defendants: Allen Slater
7374 Brunswick Rd.
Holton MI 49425

With copy to: Aaron M. Phelps
Varnum LLP
PO Box 352
Grand Rapids, MI 49501-0352
amphelps@varnumlaw.com

Either party may substitute for those designated to receive such notices by providing prior written notice to the other party without having to amend this Judgment.

IX. FORCE MAJEURE

A. Defendants shall perform the requirements of this Judgment within the time limits established herein, unless performance is prevented or delayed by events which constitute a "Force Majeure" event. Any delay in the performance attributable to "Force Majeure" shall not be deemed a violation of Defendants' obligations under this Judgment in accordance with this Section IX (Force Majeure).

B. For the purpose of this Judgment, "Force Majeure" means an occurrence or non-occurrence arising from causes not foreseeable, beyond the control of and without the fault of Defendants, such as: an Act of God, untimely review of permit applications or submissions by the Department or other applicable authority, and acts or omissions of third parties that could not have been avoided or overcome by Defendants' due diligence and that delay the performance of an obligation under this Judgment. "Force Majeure" does not include, among other things, unanticipated or increased costs, changed financial circumstances, failure to maintain equipment, failure to obtain a permit or license as a result of Defendants' actions or omissions, or acts or omissions of a subcontractor that delay or prevent the performance of an obligation required under this Judgment.

C. Defendants shall notify the Department by email within twenty-four (24) hours after discovering any event and determining that it will cause a delay in its compliance with any provision of this Judgment. Email notice shall be followed by written notice within five (5) business days and shall describe in detail the anticipated length of delay, the precise cause or causes of delay, the measures taken by Defendants to prevent or minimize the delay, and the timetable by which those measures shall be implemented. Defendants shall adopt all reasonable measures to avoid or minimize any such delay.

D. Failure of Defendants to comply with the notice requirements of Subsection IX(C) above, shall render this Section IX (Force Majeure) void and of no force and effect as to the particular incident involved. The Department may, at its sole discretion and in appropriate circumstances, waive the notice requirements of Subsection IX(C).

E. If the Parties agree that the delay or anticipated delay was beyond Defendants' control, the Parties may stipulate accordingly and petition the Court for an appropriate modification of this Judgment. If the Parties to this Judgment are unable to reach such agreement, then Defendants shall have the burden of proving that any delay was beyond Defendants' reasonable control and that all the requirements of this Section IX (Force Majeure) have been met.

F. An extension of one compliance date based upon a particular incident does not mean that Defendants qualify for an extension of a subsequent compliance date.

X. REIMBURSEMENTS OF COSTS AND PAYMENT OF CIVIL FINE

A. Defendants agree to pay the State of Michigan the following:

\$20,000 no later than 12/31/2021;

\$20,000 no later than 6/30/2022; and

\$20,000 no later than 12/31/2022.

As civil fines and stipulated penalties arising from the violations of Part 31 of the NREPA and other alleged violations alleged in the complaint.

B. Payment shall be made in the form of a certified check or cashier's check made payable to the "State of Michigan." Payment shall be sent to:

Michigan Department of Environment, Great Lakes, and Energy
Accounting Services Division, Cashier's Office
P.O. Box 30657
Lansing, MI 48909-8157

To ensure proper credit, the check shall reference *Michigan Department of Environment, Great Lakes, and Energy v Slater Farms, LLC, et al.*, and Payment Identification Number **WRD60111**.

C. Defendants further agree to pay the State of Michigan an additional \$60,000 in civil fines if they do not comply with the Permit for One Permit Year, no later than sixty (60) days after the Department reviews the Final Annual Report.

XI. STIPULATED PENALTIES

A. The Parties stipulate to the payment of penalties as follows if Defendants fail to comply with the requirements identified in Section VI (Compliance Requirements) of this Judgment other than the land application requirements in the Permit. Stipulated penalties shall be:

1. \$250 per violation and per calendar day of violation for days one through seven of violation; and

2. \$500 per violation and per calendar day the violation continues thereafter.

B. The Parties stipulate that Defendants shall pay a stipulated penalty of \$1,000 per violation of any land application requirement.

C. The Parties further stipulate that ninety (90) days after the Department issues the Permit, for a period of one Permit Year, Defendants shall pay stipulated penalties for each violation of the Permit, in accordance with the schedule above, except that any violation resulting in an exceedance of a Water Quality Standard shall result in additional stipulated penalty of \$10,000 per day that the receiving water body has a verified exceedance, as well as the stipulated penalty or penalties for the underlying permit violation.

D. The provisions of this Section XI (Stipulated Penalties) shall not bar the Department from seeking any additional remedies or sanctions available to it for any violation of this Judgment, or any other provision of applicable law.

E. The Department, at its discretion, may seek stipulated penalties or statutory civil fines for any violation of this Judgment which is also a violation of any provision of applicable federal and state law, rule, regulation, permit, or Administrative Order. However, the Department is precluded from seeking both a stipulated penalty under this Judgment and a statutory civil fine for the same violation.

F. To ensure timely payment of the civil fine described in Section X and any stipulated penalties that become due under Section XI, Defendants shall pay an interest penalty to the Department each time Defendants fail to make a complete or timely payment. This interest penalty shall be based on a rate that is one percent plus the average interest rate paid at auctions of five-year United States treasury notes during the six months immediately preceding July 1 and January 1, as certified by the state treasurer, compounded annually, and using the full increment of the amount due as principal, calculated from the due date specified in this Judgment until the date that the delinquent payment is finally paid in full. Payment of an interest penalty by Defendants shall be made to the "State of Michigan" in accordance with Subsection X(B). Interest payments shall be applied first towards the most overdue amounts or outstanding interest penalty owed by Defendants before any remaining balance is applied to a subsequent payment amount or interest penalty.

G. Defendants agree not to contest the legality of any stipulated penalties assessed under Section XI, but otherwise reserves the right to dispute the factual basis upon which the application of stipulated penalties is made.

H. Stipulated penalties shall begin to accrue on the day after performance is due or the day a violation occurs, whichever is applicable, and will continue to accrue until performance is satisfactorily completed or the violation ceases, whichever is applicable. Stipulated penalties shall accrue simultaneously for separate violations of this Judgment.

I. Stipulated penalties shall be paid no later than thirty (30) days after receipt of a written demand by the Department unless the demand is subject to Section XIII (Dispute Resolution). Payment shall be in the form of a check made payable to the "State of Michigan" and delivered to the Michigan Department of Environment, Great Lakes, and Energy, Financial and Business Services Division, Revenue Control, P.O. Box 30657, Lansing, Michigan 48909. To ensure proper credit, all payments made pursuant to this Consent Judgment shall include the Agreement Identification No. WRD60111 on the face of the check. All transmittal correspondence shall state that the payment is for stipulated penalties and shall identify the violations for which the stipulated penalties are being paid.

J. No later than thirty (30) days after receipt of a written demand for stipulated penalties, Defendants may dispute liability for any or all stipulated penalties demanded by invoking the dispute resolution procedures of Section XIII (Dispute Resolution). In the event of a dispute over stipulated penalties, stipulated penalties shall continue to accrue as provided in Section XI during any dispute resolution, but need not be paid until the following:

1. If the dispute is resolved by agreement or a final decision by the Department that Defendants do not appeal to the Circuit Court, then Defendants shall pay accrued penalties determined to be owing, together with interest, to the Department within thirty (30) days after the date the agreement is executed or Defendants' receipt of the Department's final decision.

2. If the dispute is appealed to the Circuit Court and the Department prevails in whole or in part, then Defendants shall pay all accrued stipulated penalties determined by the Circuit Court to be owing, together with interest, within thirty (30) days after receiving the Circuit Court's decision or order, except as provided in subparagraph C below.

3. If either Defendants or the Department appeal the Circuit Court's decision, then Defendants shall pay all accrued stipulated penalties determined to be owing, together with interest, within fifteen (15) days after receiving the final appellate court decision.

XII. RESERVATION OF RIGHTS

A. With respect to any violations not expressly addressed and resolved by this Judgment, the Department reserves the right to pursue any other remedies to which it is entitled for any failure to comply with the requirements of any state or federal law, including the NREPA and its rules.

B. This Judgment does not affect Defendants' responsibility to comply with any other state, federal, or local laws or regulations including the procurement of required permits and/or approvals, or with any order of this or any court.

C. This Judgment does not limit the rights of Defendants or the State of Michigan against any third parties.

XIII. DISPUTE RESOLUTION

A. The dispute resolution procedures of this Section XIII shall be the exclusive mechanism to resolve disputes arising under this Judgment and shall apply to all provisions of this Judgment.

B. Informal Dispute Resolution. Any dispute that arises under this Consent Judgment shall in the first instance be the subject of informal negotiations between the Parties. The dispute shall be considered to have arisen when Defendants send the Department a written Notice of Dispute describing the matter in dispute. The period of informal negotiations shall not exceed forty-five (45) days from the date the dispute arises, but it may be extended by a written agreement of the Parties. If the Parties cannot resolve a dispute by informal negotiations, then the Department shall provide a written statement of its position regarding the dispute to Defendants within ten (10) days of the expiration of the informal dispute period. The Department's position shall be considered binding unless, within 10 days after the Department provides the written statement of its position, Defendants invoke the formal dispute resolution procedures set forth in the following Paragraph.

C. Formal Dispute Resolution. Defendants shall invoke formal dispute procedures, within the time period provided in the preceding Paragraph, by serving on the Department a written Statement of Position regarding the matter in dispute. The Statement of Position shall include, but need not be limited to, any factual data, analysis, or opinion supporting Defendants' position and any supporting documentation.

D. The Department shall serve its Statement of Position within forty-five (45) days after receiving Defendants' Statement of Position. The Department's Statement of Position shall include, but need not be limited to, any factual data, analysis, or opinion supporting the Department's position and any supporting documentation. The Department's Statement of Position shall be binding on Defendants unless Defendants file a motion for judicial review of the dispute in accordance with the following Paragraph.

E. Defendants may seek judicial review of the dispute by filing with the Court and serving on the Department, in accordance with Section VIII (Notices), a motion requesting judicial resolution of the dispute. The motion must be filed within ten (10) days after receipt of the Department's Statement of Position pursuant to the preceding Paragraph. The motion shall contain a written statement of Defendants' position on the matter in dispute, including any supporting factual data, analysis, opinion, or documentation, and shall set forth the relief requested, and any schedule within which the dispute must be resolved to insure orderly implementation of this Judgment.

F. The Department shall respond to Defendants' motion within the time period allowed by the Michigan Court Rules.

G. Standard of Review. In any dispute brought under this Section XIII (Dispute Resolution), the burden of proof shall be consistent to applicable principles of law.

H. The invocation of dispute resolution procedures under this Section XIII (Dispute Resolution) shall not of itself extend or postpone any obligation of Defendants under this Judgment, unless and until final resolution of the dispute so provides. Notwithstanding the invocation of the dispute resolution procedures, stipulated penalties, with any applicable interest, shall accrue from the first day of any failure or refusal to comply with any term or condition of this Judgment, but payment shall be stayed pending resolution of the dispute. In the event, and to the extent, that Defendants do not prevail on the disputed issue, stipulated penalties and any applicable interest shall be paid within ten (10) calendar days in the manner provided for in Section XI (Stipulated Penalties) of this Consent Judgment. Defendants shall not be assessed stipulated penalties for disputes resolved in its favor.

I. Notwithstanding this Section XIII (Dispute Resolution), Defendants shall pay that portion of a demand for reimbursement of costs or payment of stipulated penalties that is not subject to good faith resolution in accordance with and in the manner provided in Section XI (Stipulated Penalties), as appropriate.

XIV. RECORD RETENTION

A. Until five (5) years after the termination of this Judgment, Defendants shall retain, and shall instruct their contractors, agents, and representatives to preserve, all non-identical copies of records, documents, or other information (including records, documents, or other information in electronic form) in their or

their contractors', agents', or representatives' possession or control that relate in any manner to Defendants' performance of their obligations under this Judgment.

XV. RETENTION OF JURISDICTION

A. Before terminating this Judgment in accordance with Section XVI (Termination) below, this Court shall retain jurisdiction over this action to modify or enforce the terms of this Judgment, assess disputed stipulated fines, resolve all other disputes arising under its terms, or to take any action necessary or appropriate for construction or implementation of this Judgment.

XVI. TERMINATION

A. This Judgment shall remain in effect for a minimum of One Permit Year and shall terminate upon written request of Defendants and written approval from the Department along with approval of this Court through the issuance of a Satisfaction of Judgment. The written request of Defendants shall include a certification by Defendants that they have paid in full the civil fines and have complied with all other provisions of this Judgment. Defendant may not seek termination earlier than three (3) months after the submission of the Final Annual Report. Provided that such certification is made and not reasonably disputed, the Department will not withhold agreement to terminate this Judgment.

XVII. EFFECT OF SETTLEMENT

A. This Judgment resolves the civil claims for the violations that the Department alleged in the Complaint filed in this action. This Judgment also

resolves any administrative or civil judicial actions that the Department could have brought regarding violations alleged in the notices attached as exhibits to the Complaint, as well as the violations discovered by the Department during the November 18, 2020 site inspection.

XVIII. SEVERABILITY

A. Should a court of competent jurisdiction declare any provision of this Judgment to be unenforceable, the remaining provisions shall remain in effect.

XIX. MODIFICATION

A. The terms of this Judgment, including any attached appendices, may be modified only by a subsequent written agreement signed by the Parties. Where the modification constitutes a material change to this Judgment, it shall be effective only upon approval by the Court.

XX. SEPARATE DOCUMENTS

A. This Judgment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Judgment may be executed in duplicate original form.

XXI. SIGNATORIES

A. The signatories to this Judgment certify that they are authorized to execute this Judgment and to legally bind the Parties they represent to the requirements of this Judgment.

IT IS SO ORDERED this _____ day of _____, 2021.

Honorable Robert D. Springstead
Circuit Court Judge

STIPULATION

The parties hereby stipulate to the entry of this Consent Judgment.

FOR PLAINTIFF:

**Michigan Department of Environment,
Great Lakes, and Energy**

By: 
**Liesl Eichler Clark, Director
Michigan Department of Environment,
Great Lakes, and Energy**

Dated: September 27, 2021

By: */s/ Elizabeth Morriseau*
**Elizabeth Morriseau (P81899)
Assistant Attorney General
Environment, Natural Resources
and Agriculture Division
Michigan Department of Attorney General**

Dated: September 24, 2021

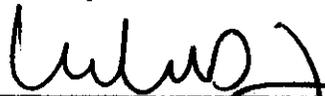
FOR DEFENDANTS:

**Allen Slater, Slater Farms, LLC, Slater Farms 88th, LLC, and Slater Farms
Baseline, LLC**

By: _____
**Allen Slater
7374 Brunswick Rd.
Holton MI 49425**

Dated: _____, 2021

IT IS SO ORDERED this 28 day of September, 2021.


P481639
Honorable Robert D. Springstead
Circuit Court Judge

STIPULATION

The parties hereby stipulate to the entry of this Consent Judgment.

FOR PLAINTIFF:

Michigan Department of Environment,
Great Lakes, and Energy

By: _____ Dated: _____, 2021
Liesl Eichler Clark, Director
Michigan Department of Environment,
Great Lakes, and Energy

By: /s/ Elizabeth Morrisseau Dated: September 24, 2021
Elizabeth Morrisseau (P81899)
Assistant Attorney General
Environment, Natural Resources
and Agriculture Division
Michigan Department of Attorney General

FOR DEFENDANTS:

Allen Slater, Slater Farms, LLC, Slater Farms 88th, LLC, and Slater Farms
Baseline, LLC

By:  Dated: 9/27, 2021
Allen Slater
7374 Brunswick Rd.
Holton MI 49425

By: /s/ Aaron M. Phelps

Dated: September 28, 2021

Aaron Phelps
Varnum LLP
PO Box 352
Grand Rapids, MI 49501-0352

LF: Slater Farms, LLC (EGLE v/AC#2019-0250371-C/Consent Judgment 2021-09-24)