

**IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF PENNSYLVANIA**

LOWER SUSQUEHANNA RIVERKEEPER
ASSOCIATION,

Plaintiff,

and

UNITED STATES OF AMERICA and the
PENNSYLVANIA DEPARTMENT OF
ENVIRONMENTAL PROTECTION,

Plaintiff-Intervenors,

V.

HANOVER FOODS CORPORATION,

Defendant.

Civil Action No.
1:21-cv-01600-JPW

CONSENT DECREE

TABLE OF CONTENTS

I.	INTRODUCTION	1
II.	JURISDICTION AND VENUE	3
III.	APPLICABILITY	4
IV.	DEFINITIONS.....	5
V.	CIVIL PENALTY	7
VI.	COMPLIANCE REQUIREMENTS.....	9
	A. General Compliance Requirements	9
	B. Requirements for Third-Party Consultants	11
	C. Treatment System Requirements	13
	D. Operation and Maintenance Requirements	14
	E. Data Tracking Requirements	15
	F. Violation Response Requirements	16
VII.	REPORTING REQUIREMENTS	19
VIII.	STIPULATED PENALTIES	22
IX.	FORCE MAJEURE	26
X.	DISPUTE RESOLUTION	28
XI.	INFORMATION COLLECTION AND RETENTION	31
XII.	EFFECT OF SETTLEMENT/RESERVATION OF RIGHTS	33
XIII.	COSTS	34
XIV.	NOTICES.....	35
XV.	EFFECTIVE DATE.....	36
XVI.	RETENTION OF JURISDICTION	36
XVII.	MODIFICATION	37
XVIII.	TERMINATION.....	37
XIX.	PUBLIC PARTICIPATION	38
XX.	SIGNATORIES/SERVICE.....	38
XXI.	INTEGRATION	39
XXII.	26 U.S.C. SECTION 162(F)(2)(A)(II) IDENTIFICATION	39
XXIII.	HEADINGS	40
XXIV.	FINAL JUDGMENT	40
XXV.	APPENDICES	40

I. INTRODUCTION

A. Plaintiffs the United States of America, on behalf of the U.S. Environmental Protection Agency (“EPA”), and the Commonwealth of Pennsylvania, Department of Environmental Protection (“PADEP”), have filed a complaint in intervention (the “Complaint”) in this action concurrently with this Consent Decree, alleging that Defendant Hanover Foods Corporation (“Hanover”) violated the conditions and limitations of National Pollutant Discharge Elimination System Permit No. PA0044741 (the “NPDES Permit”) issued to Defendant pursuant to Section 402(b) of the Clean Water Act (“CWA”), 33 U.S.C. § 1342(b), the CWA, and Section 307 of the Pennsylvania Clean Streams Law (“PCSL”), 35 P.S. § 691.307, at its food processing facility located in York County, Pennsylvania (the “Facility”).

B. The Complaint alleges that Defendant has violated its NPDES Permit on over 600 occasions since November 2016, including violations of effluent limits, other discharge limitations, and operation and maintenance requirements.

C. On September 24, 2021, the Lower Susquehanna Riverkeeper Association (“LSRA”), by and through their counsel, the Environmental Integrity Project, filed a complaint in this action against Defendant for violations of the CWA and PCSL at the Facility (“LSRA Complaint”), following its June 29, 2021 issuance of a 60-day notice of intent to sue pursuant to Section 505(b) of the CWA, 33 U.S.C. § 1365(b), and Section 601(e) of the PCSL, 35 P.S. § 691.601(e). The LSRA Complaint alleges violations of effluent limits in Hanover’s NPDES Permit, failures to comply with operations and maintenance requirements, unauthorized discharges, and violations of Hanover’s industrial pretreatment permit.

D. On January 4, 2022, EPA and Hanover entered into an Administrative Order on Consent in U.S. EPA Docket No. CWA-03-2022-0021DN, pursuant to Section 309(a) of the CWA, 33 U.S.C. § 1319(a), requiring Hanover to conduct an engineering evaluation of the

Facility, prepare a corrective action plan, and submit a preventative maintenance plan to EPA. This Consent Decree supersedes the January 4, 2022 Administrative Order on Consent in its entirety.

E. Defendant installed certain equipment to address the violations of the CWA and PCSL. These measures include the following:

- Installation of a heat exchanger to use the Facility's can-cooling water to preheat the influent ahead of Anaerobic Digester No. 2 (as depicted in Appendix A, the Hanover Facility Process Flow Diagram) and cool the can-cooling water prior to discharge to Lagoon No. 2 (as depicted in Appendix A);
- Re-routing of the can-cooling water feed point from its prior location to a point farther from the Lagoon No. 2 outlet, which is intended to provide increased aeration, improving mixing and cooling of the water;
- Renting auxiliary boilers during the cold weather seasons in 2022-2024; and
- Installation of density current baffles in Clarifiers No. 3 and 4 (as depicted in Appendix A).

These measures have contributed to a reduced frequency of violations at the Facility; however, certain NPDES Permit limit exceedances have occurred since implementing these measures.

F. Pursuant to a Consent Order and Agreement with PADEP dated October 11, 2023, Hanover is required to submit, within 20 months of October 11, 2023, a water quality management permit amendment ("WQM Amendment") that encompasses the entirety of Hanover's as-built wastewater treatment plant and any changes or proposed changes to the plant and its components.

G. Defendant does not admit any liability to the United States, PADEP, or LSRA arising out of the transactions or occurrences alleged in the Complaint or the LSRA Complaint.

H. The Parties recognize, and the Court by entering this Consent Decree finds, that this Consent Decree has been negotiated by the Parties in good faith and will avoid litigation among the Parties and that this Consent Decree is fair, reasonable, and in the public interest.

NOW, THEREFORE, before the taking of any testimony, without the adjudication or admission of any issue of fact or law except as provided in Section II (Jurisdiction and Venue), and with the consent of the Parties, IT IS HEREBY ADJUDGED, ORDERED, AND DECREED as follows:

II. JURISDICTION AND VENUE

1. This Court has jurisdiction over the subject matter of this action, pursuant to 28 U.S.C. §§ 1331, 1345, and 1355, and Section 309(b) of the CWA, 33 U.S.C. § 1319(b), and over the Parties.

2. This Court has supplemental jurisdiction over the state law claims alleged in the Complaint and the LSRA Complaint pursuant to 28 U.S.C. § 1367(a).

3. Venue lies in this District pursuant to Section 309(b) of the CWA, 33 U.S.C. § 1319(b), and 28 U.S.C. §§ 1391 and 1395(a), because it is the judicial district in which Defendant is doing business and in which the claims alleged in the Complaint and the LSRA Complaint occurred. For purposes of this Decree, or any action to enforce this Decree, Defendant consents to the Court's jurisdiction over this Decree and any such action and over Defendant and consents to venue in this judicial district.

4. For purposes of this Consent Decree, Defendant agrees that the Complaint and the LSRA Complaint state claims upon which relief may be granted pursuant to Sections 309(b) and

(d) of the CWA, 33 U.S.C. §§ 1319(b) and (d), and Sections 611 and 605 of the PCSL, 35 P.S. §§ 691.611 and 691.605.

III. APPLICABILITY

5. The obligations of this Consent Decree apply to and are binding upon the United States, PADEP, and LSRA, and upon Defendant and any successors, assigns, or other entities or persons otherwise bound by law.

6. No transfer of ownership or operation of the Facility, whether in compliance with the procedures of this Paragraph or otherwise, shall relieve Defendant of its obligation to ensure that the terms of the Decree are implemented without the written approval of the United States and PADEP. At least 30 Days prior to such transfer of ownership or operation of the Facility, Defendant shall provide a copy of this Consent Decree to the proposed transferee and shall simultaneously provide written notice of the prospective transfer, together with a copy of the proposed written agreement, to EPA, DOJ, PADEP, and LSRA in accordance with Section XIV (Notices). Any attempt to transfer ownership or operation of the Facility without complying with this Paragraph constitutes a violation of this Consent Decree.

7. Defendant shall provide a copy of this Consent Decree to all officers, employees, and agents whose duties might reasonably include compliance with any provision of this Decree, as well as to any contractor retained to perform work required under this Consent Decree. Defendant shall condition any such contract upon performance of the work in conformity with the terms of this Consent Decree.

8. In any action to enforce this Consent Decree, Defendant shall not raise as a defense the failure by any of its officers, directors, employees, agents, or contractors to take any actions necessary to comply with the provisions of this Consent Decree.

IV. DEFINITIONS

9. Terms used in this Consent Decree that are defined in the CWA or in regulations promulgated pursuant to the CWA have the meanings assigned to them in the CWA or such regulations, unless otherwise provided in this Decree. Whenever the terms set forth below are used in this Consent Decree, the following definitions apply:

- a. “Complaint” means the complaint in intervention filed by the United States and PADEP in this action.
- b. “Consent Decree” or “Decree” means this Consent Decree and all appendices attached hereto (listed in Section XXV).
- c. “Day” means a calendar day unless expressly stated to be a business day. In computing any period of time for a deadline under this Consent Decree, where the last day would fall on a Saturday, Sunday, or federal holiday, the period runs until the close of business of the next business day.
- d. “Defendant” or “Hanover” means Hanover Foods Corporation.
- e. “DOJ” means the United States Department of Justice and any of its successor departments or agencies.
- f. “Effective Date” means the definition provided in Section XV.
- g. “Effluent Limit Violation” means (i) any exceedance of a daily maximum, instantaneous maximum, or average monthly discharge limitation for any parameter set forth in Hanover’s NPDES Permit, (ii) any failure to meet a minimum daily discharge limitation for pH or dissolved oxygen set forth in Hanover’s NPDES Permit, or (iii) any discharge that otherwise is noncompliant with Part A of Hanover’s NPDES Permit.
- h. “EPA” means the United States Environmental Protection Agency and any

of its successor departments or agencies.

- i. “Facility” means Defendant’s food processing and canning facility located at 1550 York Street, Hanover, PA 17331.
- j. “LSRA” means the Lower Susquehanna Riverkeeper Association and any subsidiary or successor entities.
- k. “LSRA Complaint” means the complaint filed against Defendant in this action on September 24, 2021, by the Environmental Integrity Project, on behalf of LSRA.
- l. “NPDES Permit” means Hanover’s National Pollutant Discharge Elimination System permit for the Facility, Permit No. PA0044741.
- m. “Operational Consultant” means the independent third-party operational consultant approved pursuant to Section VI.B (Requirements for Third-Party Consultants), who is contracted by Defendant to provide the consultation described in Paragraph 35 of this Consent Decree.
- n. “PADEP” means the Pennsylvania Department of Environmental Protection and any of its successor departments or agencies.
- o. “Paragraph” means a portion of this Decree identified by an Arabic numeral.
- p. “Parties” means the United States, PADEP, LSRA, and Defendant.
- q. “Plaintiffs” means the United States, PADEP, and LSRA.
- r. “Root Cause Analysis” means the process for identifying the underlying cause of any non-compliance with the CWA or the PCSL and identified steps to be taken to address such non-compliance. It includes the

identification of precipitating events; analysis to determine the primary cause and contributing cause(s), if any, of the non-compliance; and identification of corrective and preventive actions to be taken.

- s. “Section” means a portion of this Decree identified by a Roman numeral.
- t. “Third-Party Consultant” means the Violation Response Consultant or the Operational Consultant.
- u. “Violation Response Consultant” means the independent third-party consultant who is contracted by Defendant to perform the review and evaluation described in Section VI.F.1.b (Violation Response Requirements) of this Consent Decree.
- v. “United States” means the United States of America, acting on behalf of EPA.

V. CIVIL PENALTY

10. Within 30 Days after the Effective Date, Defendant shall pay the sum of \$1,150,000 as a civil penalty, together with interest accruing from the date on which the Consent Decree is lodged with the Court, at the rate specified in 28 U.S.C. § 1961 as of the date of lodging. The civil penalty payment will be divided between the United States and PADEP as specified below.

11. Defendant shall pay a civil penalty of \$575,000, together with interest, to the United States by FedWire Electronic Funds Transfer (“EFT”) to the DOJ account, in accordance with instructions provided to Defendant by the Financial Litigation Unit (“FLU”) of the United States Attorney’s Office for the Middle District of Pennsylvania after the Effective Date. The payment instructions provided by the FLU will include a Consolidated Debt Collection System

(“CDCS”) number, which Defendant shall use to identify all payments required to be made in accordance with this Consent Decree. The FLU will provide the payment instructions to:

Will Choi
Chief Financial Officer
wchoi@hanoverfoods.com
Mobile phone: 703-507-9682
1486 York Street
Hanover, PA 17331

on behalf of Defendant. Defendant may change the individual to receive payment instructions on its behalf by providing written notice of such change to DOJ and EPA in accordance with Section XIV (Notices).

12. At the time of payment to the United States, Defendant shall send notice that payment has been made: (i) to EPA via email at cinwd_acctsreceivable@epa.gov or via regular mail at EPA Cincinnati Finance Office, 26 W. Martin Luther King Drive, Cincinnati, Ohio 45268; (ii) to DOJ via email or regular mail in accordance with Section XIV; and (iii) to EPA via email to the U.S. EPA Regional Hearing Clerk at R3_Hearing_Clerk@epa.gov and R3_ORC_mailbox@epa.gov (Attn: Natalie Katz). Such notice shall state that the payment is for the civil penalty owed pursuant to the Consent Decree in *Lower Susquehanna Riverkeeper Association et al. v. Hanover Foods Corporation*, Civil Action No. 1:21-cv-01600-JPW, and shall reference the CDCS Number and DOJ case number 90-5-1-1-12557.

13. Defendant shall pay a civil penalty of \$575,000, together with interest, to PADEP. Defendant shall pay the civil penalty due to PADEP by corporate check or the like made payable to the Commonwealth of Pennsylvania with a notation of “Clean Water Fund” on the memo line. All checks shall be sent to the Environmental Compliance Specialist, Clean Water Program, Department of Environment Protection, 909 Elmerton Avenue, Harrisburg, PA 17110-8200.

14. Defendant shall not deduct any penalties paid under this Decree pursuant to this Section or Section VIII (Stipulated Penalties) in calculating its federal, state, or local income tax.

VI. COMPLIANCE REQUIREMENTS

A. General Compliance Requirements

15. Consent Decree Deadlines. No later than 10 Days from the Effective Date, Defendant shall submit to EPA, PADEP, and LSRA for review a list of deadlines included in this Consent Decree. For any deliverable required by the Consent Decree, the list shall indicate whether EPA and/or PADEP approval is required. The list shall be in substantially the same form as Appendix E and shall be submitted in an electronic format (e.g., unlocked spreadsheet or similar format agreed to by EPA and PADEP). Within 10 Days of modification of any deadline under this Consent Decree, Defendant shall provide an updated list reflecting changes to the future schedule. In the event of conflict between the list generated pursuant to this Paragraph and the Consent Decree, the Consent Decree shall control.

16. Approval of Deliverables. After review of any plan, report, or other item that is required to be submitted for approval pursuant to this Consent Decree, EPA, after consultation with PADEP, will in writing: (a) approve the submission; (b) approve the submission upon specified conditions; (c) approve part of the submission and disapprove the remainder; or (d) disapprove the submission.

17. If the submission is approved pursuant to Paragraph 16(a), Defendant shall take all actions required by the plan, report, or other document, in accordance with the schedules and requirements of the plan, report, or other document, as approved. If the submission is conditionally approved or approved only in part pursuant to Paragraph 16(b) or (c), Defendant shall, upon written direction from EPA, after consultation with PADEP, take all actions required by the approved plan, report, or other item that EPA, after consultation with PADEP, determines

are technically severable from any disapproved portions. Nothing in this Paragraph 17 shall limit Defendant's right or ability to invoke Dispute Resolution for any conditions imposed or disapproved portions of such submission pursuant to Paragraph 20 herein.

18. If the submission is disapproved in part or in whole pursuant to Paragraph 16(c) or (d), Defendant shall, within 45 Days or such other time as the Parties agree to in writing, address all deficiencies and resubmit the plan, report, or other item, or disapproved portion thereof, for approval, in accordance with the preceding Paragraphs. If the resubmission is approved in whole or in part, Defendant shall proceed in accordance with the preceding Paragraph.

19. If a resubmitted plan, report, or other item, or portion thereof, is disapproved in whole or in part, EPA, after consultation with PADEP, may again require Defendant to correct any deficiencies, in accordance with the preceding Paragraphs.

20. If Defendant elects to invoke Dispute Resolution as set forth in Section X (Dispute Resolution) concerning a decision by EPA to disapprove, approve upon specified conditions, or modify a deliverable, Defendant shall do so by sending a Notice of Dispute in accordance with Paragraph 69 within 30 Days (or such other time as the Parties agree to in writing) after receipt of the applicable decision.

21. Stipulated penalties, as provided in Section VIII, shall not accrue during the intervening 45-Day period or other specified period between disapproval of an original submission and Defendant's resubmission; provided that, if the original submission was so deficient as to constitute a material breach of Defendant's obligations under this Decree, stipulated penalties shall accrue during such intervening 45-Day period or other specified period and shall be due and payable notwithstanding any subsequent resubmission. Stipulated penalties

applicable to a resubmission, as provided in Section VIII, shall accrue during any subsequent 45-Day period or other specified period, but shall not be payable unless the second or subsequent resubmission is untimely or is disapproved in whole or in part.

22. Permits. Where any compliance obligation under this Section requires Defendant to obtain a federal, state, or local permit or approval, Defendant shall submit timely and administratively complete applications and take all other actions necessary to obtain all such permits or approvals. Defendant may seek relief under the provisions of Section IX (Force Majeure) for any delay in the performance of any such obligation resulting from a failure to obtain, or a delay in obtaining, any permit or approval required to fulfill such obligation, if Defendant has submitted timely and administratively complete applications and has taken all other actions necessary to obtain all such permits or approvals.

B. Requirements for Third-Party Consultants

23. Defendant shall pay all costs of and cooperate fully with Third-Party Consultants. Defendant shall provide each Third-Party Consultant access to all records, personnel, and parts of the Facility that the Third-Party Consultant deems reasonably necessary to effectively perform its duties under the Consent Decree.

24. Entities serving as Third-Party Consultants shall function independently of Defendant and shall exercise independent judgment to ensure that the objectives of the applicable Consent Decree requirements are met.

25. Third-Party Consultants may not have: (a) any financial stake in the outcome of the analysis or consultation conducted under the terms of this Decree, or (b) any ownership interest in Defendant or in the Facility, or (c) any ongoing contractual or financial relationship, outside of that established pursuant to this Decree, with Defendant or any entity related to Defendant unless expressly disclosed to EPA, PADEP, and LSRA and approved by EPA, after

consultation with PADEP. Defendant shall notify EPA, PADEP, and LSRA if any contractual relationships or proposed contractual relationships, outside of that established pursuant to this Decree, between Defendant or any entity related to Defendant and a Third-Party Consultant arise during the term of the Consent Decree. Unless expressly disclosed to EPA, PADEP, and LSRA and approved by EPA, after consultation with PADEP, Defendant shall not separately employ, retain, or otherwise be affiliated with such Third-Party Consultant, or – with the exception of construction and installation contractors; material and equipment distributors, suppliers, and vendors; and laboratory service providers – professionals retained by such Third-Party Consultant during its engagement pursuant to this Decree, for a period of at least one year from the date of the termination of the engagement.

26. Qualifications. The Third-Party Consultants must have adequate staff to perform the relevant requirements. The knowledge, skills, and abilities of the Third-Party Consultants and their staff must align with the criteria of the applicable Consent Decree requirements. This includes, at a minimum, a working process knowledge of Defendant's operations or similar operations, and expertise and competence in the applicable regulatory programs under federal and state environmental laws.

27. Selection of Operational Consultant.

- a. Within 30 Days of the Effective Date, Defendant shall submit to EPA, PADEP, and LSRA a list of at least two candidates qualified to serve as Operational Consultant. The list shall include: (i) name, affiliation, and address of the proposed Operational Consultant, (ii) information demonstrating how each proposed Operational Consultant satisfies the applicable requirements in Paragraphs 24–26, and (iii) any current or previous

work, contractual, or financial relationships with Defendant or any entity related to Defendant within the past five years.

- b. EPA, in consultation with PADEP, shall notify Defendant as to whether it approves any proposed Operational Consultant(s) on the lists submitted by Defendant. If EPA, after consultation with PADEP, does not approve any of the proposed Operational Consultants on the list, then Defendant shall submit another list of at least two proposed Operational Consultants to EPA, PADEP, and LSRA within 30 Days of receipt of EPA's written notice of disapproval.
- c. If, after Defendant has submitted a third list of proposed Operational Consultants, which must be submitted within 30 Days of receipt of written notice that EPA has not approved any of the Operational Consultants on Defendant's second list, the Parties are unable to agree on a Operational Consultant, the Parties agree to resolve the selection of the Operational Consultant through the Dispute Resolution process in Section X (Dispute Resolution) of this Consent Decree.

C. Treatment System Requirements

28. Boiler. Within 30 Days of the Effective Date, Hanover shall submit all necessary permit applications to PADEP for the installation of a new boiler. PADEP's action on any permit applications submitted for the installation of a new boiler is not subject to Paragraph 16 (Approval of Deliverables) or Section X (Dispute Resolution) of this Consent Decree; however nothing in this Consent Decree shall prohibit or limit Defendant's right or opportunity to appeal any final decision(s) or condition(s) or provision(s) of any such permit or authorization to the Pennsylvania Environmental Hearing Board. Within 60 Days after receiving the necessary permits and approvals from PADEP and any local or municipal approvals necessary to install the

boiler, Hanover shall complete installation of a permanent boiler and necessary appurtenances, sized sufficiently to maintain the temperature of Anaerobic Digester No. 2 (as depicted in Appendix A) at 95–105° F throughout the year when operated at the permitted flow.

29. Total Suspended Solids (“TSS”) Sensor. Within 60 Days of the Effective Date, Hanover shall complete installation of an online TSS sensor to continuously monitor effluent TSS from Clarifier Nos. 3 and 4 (as depicted in Appendix A).

30. Weir Survey. Within 90 Days of the Effective Date, Hanover shall survey the weirs in the splitter box and adjust flow split between Clarifier No. 3 and Clarifier No. 4, as needed, based on the survey results.

31. Ultraviolet System. Within 60 Days of the Effective Date, Hanover shall implement a spare parts program for its ultraviolet system. This includes, at a minimum, maintaining on hand spares of the following parts or their equivalent: lamps, single lamp ballasts, Enaqua PIO module, Enaqua EDC module, Touch Screen Panel PC, and archived PLC program and HMI program.

32. Heat Exchanger. Upon the Effective Date, Hanover shall implement a spare parts program for its heat exchanger. This includes, at a minimum, maintaining on hand spares of the custom-fabricated strainer baskets designed to avoid clogging during Hanover’s operations.

D. Operation and Maintenance Requirements

33. Standard Operating Procedures. Within 90 Days of the Effective Date, Hanover shall revise or develop and implement, as appropriate, standard operating procedures relating to critical operational parameters, including at a minimum those designated on Appendix B, and shall submit them to EPA and PADEP for review and comment, with a copy to LSRA. Within 30 Days after receipt, EPA, after consultation with PADEP, shall submit to Hanover any comments and proposed revisions to such standard operating procedures and, within 30 Days thereafter,

Hanover shall implement such revisions or provide a written response to EPA and PADEP for any comments or proposed revisions. Hanover shall regularly review, update as needed, and implement the updated versions of its standard operating procedures to support optimal operations of the wastewater treatment plant.

34. Inspections. Within 30 Days of the Effective Date, Hanover shall implement a program under which its operators conduct once-per-shift inspections of the Facility, during which the operator shall complete the Operator Log-Shift Report in substantially the same format as provided in Appendix C.

35. Operational Consultant. Hanover shall engage the Operational Consultant retained pursuant to Paragraph 27 to work on site with the Facility operators for 30 Days to assist with implementation of the new equipment and operational, tracking, and reporting requirements required by Paragraphs 33, 34, 36, and 42 of this Decree. This 30-Day engagement shall take place within a 90-Day startup period commencing the Day that Hanover completes installation of the boiler described in Paragraph 28. The Operational Consultant will also review and assist with updating Hanover's preventative maintenance plan. No later than the last Day of the 90-Day startup period, Hanover shall submit the updated preventative maintenance plan to EPA and PADEP for review and comment, with a copy to LSRA.

E. Data Tracking Requirements

36. Within 30 Days of the Effective Date, Hanover shall institute and begin implementing procedures to collect data on the operational parameters identified in the Sampling Matrix attached hereto as Appendix D, at the frequencies specified in the Sampling Matrix.

F. Violation Response Requirements

a. Category 1 Violations

37. Daily Violations. Upon any violation of a daily NPDES Permit limit, Hanover shall conduct daily monitoring and implement treatment measures until the outfall returns to compliance (i.e., until one compliant Discharge Monitoring Report (“DMR”) sample result for the respective parameter is achieved). Hanover shall also conduct a Root Cause Analysis of the violation, including diagnostic sampling as necessary, and implement appropriate preventive measures to address the identified cause(s) of the violation.

38. Monthly Violations. Upon any violation of a monthly NPDES Permit limit, Hanover shall conduct monitoring and treatment until the outfall returns to compliance (*i.e.*, until the outfall meets the monthly average effluent limit for the respective parameter). Hanover shall also conduct a Root Cause Analysis of the violation, including diagnostic sampling as necessary, and implement appropriate preventive measures to address the identified cause(s) of the violation.

b. Category 2 Violations

39. In the event one or more of the violation response protocol triggers specified in the table below occur after the Effective Date of this Decree, Hanover shall hire an independent, third-party Violation Response Consultant to conduct a complete review and evaluation.

Parameter	Trigger
Temperature	Either of the following: • Four exceedances of the daily maximum limit within a rolling 90-Day period, with at least one operating day with an exceedance occurring non-consecutively with at least one other operating day with an exceedance; or • Two exceedances of 10% or more over the daily maximum limit within a rolling 90-Day period, with the two days of exceedance occurring on non-consecutive operating days.
Fecal Coliform	Either of the following: • Three exceedances of the instantaneous maximum limit within a rolling 12-month period, with at least one operating day with an exceedance occurring non-consecutively with at least one other operating day with an exceedance; or • Two exceedances of the geometric mean limit within a rolling 12-month period.
All Other Parameters	Daily limits: Three exceedances of the same parameter occurring within a rolling 90-Day period. Monthly limits: Two exceedances of the same parameter occurring within a rolling 12-month period.

40. The review and evaluation shall meet the following requirements:
- a. Within 45 Days of a triggering violation (for monthly violations, measured from the due date of the associated discharge monitoring report), Hanover shall submit for approval by EPA, following consultation with PADEP and LSRA, a written report prepared by the Violation Response Consultant (the “VRC Report”) analyzing the cause(s) of the violation,

providing recommendations to prevent future violations, and recommending a timeline for implementation of each of the recommendations.

- b. The VRC Report must consider whether measures to increase treatment system capacity are appropriate, including at a minimum: increasing clarification capacity; online equalization, including continuous online influent monitoring; construction of a parallel upflow anaerobic sludge blanket (“UASB”) reactor; and rehabilitation of Anaerobic Digester No. 1. In the event the response protocol trigger for temperature occurs, the installation of a chiller shall be presumed necessary to prevent future temperature violations unless the VRC Report presents alternative preventative measures approved by EPA, after consultation with PADEP and LSRA. The VRC Report must explain why the recommended solution was selected, including analysis using the data and graphs prepared pursuant to Paragraphs 36 and 42, respectively, of this Consent Decree. The VRC Report may consider evaluations undertaken in furtherance of Hanover’s submission of the WQM Amendment if and as the Violation Response Consultant deems appropriate.
- c. Hanover shall implement the recommendations of the EPA-approved VRC Report at the Facility on the timeline recommended in the EPA-approved VRC Report.
- d. If new equipment or processes are installed or implemented, Hanover shall develop standard operating procedures for them and update its

preventative maintenance plan as needed. Hanover shall submit the new standard operating procedures and updated preventative maintenance plan to EPA and PADEP for review and comment, with a copy to LSRA.

Hanover shall promptly update its Sampling Matrix and Operator Log-Shift Report to reflect any changes made to the Facility.

- e. If violations triggering these Paragraphs 39–40 occur as a result of newly installed or modified equipment that is undergoing a shakedown period, Hanover may submit a request in writing to EPA and PADEP, with a copy to LSRA, to waive the requirements of this Paragraph. EPA, after consultation with PADEP and LSRA, will respond in writing to approve or deny the request.

VII. REPORTING REQUIREMENTS

41. Monthly Reporting. By the last Day of each month after the lodging of this Consent Decree, until termination of this Decree pursuant to Section XVIII, Defendant shall submit to EPA, PADEP, and LSRA by email the following documents in the specified formats:

Document	Format
PADEP DMRs	PDF, MS Excel
Penn Township Discharge Reports	PDF, MS Excel
Operator Log-Shift Reports	PDF

Submission of the DMRs in accordance with this Paragraph does not relieve Hanover of its obligations to timely submit its DMRs in accordance with its NPDES Permit.

42. Quarterly Reporting. By January 31, April 30, July 31, and October 31 of each year after the lodging of this Consent Decree, until termination of this Decree pursuant to Section XVIII, Defendant shall submit to EPA, DOJ, PADEP, and LSRA by email a quarterly report for the preceding three months.

- a. The quarterly report shall include, at a minimum:
 - (1) Effluent limit violations for the preceding quarter, along with an explanation of any response actions taken or proposed under Section VI.F (Violation Response Requirements), above;
 - (2) Equipment brought online during the preceding quarter and an explanation of how it is operating;
 - (3) The status of Consent Decree implementation, including compliance milestones met during the preceding quarter and a description of any anticipated issues with respect to meeting compliance milestones;
 - (4) Changes to operation and maintenance procedures, including if applicable revised versions of any of the Appendices to this Consent Decree, revised versions of any standard operating procedures identified on Appendix B, and any new standard operating procedures developed pursuant to Paragraph 40.d or otherwise;
 - (5) Status of any outstanding or anticipated permit applications; and
 - (6) The Quarterly Reporting Graphs listed in Appendix B.
- b. The quarterly report shall also include a description of any non-compliance with the requirements of this Consent Decree and an explanation of the violation's likely cause(s) and of the remedial steps taken, or to be taken, to prevent or minimize such violation. If Defendant violates, or has reason to believe that it may violate, any requirement of this Consent Decree, Defendant shall notify DOJ, EPA, PADEP, and LSRA of such violation and its likely duration, in writing, within 10

business days of the Day Defendant first becomes aware of the violation, with an explanation of the violation's likely cause(s) and of the remedial steps taken, or to be taken, to prevent or minimize such violation. If the cause(s) of a violation cannot be fully explained at the time the report is due, Defendant shall so state in the report. Defendant shall investigate the cause(s) of the violation and shall then submit an amendment to the report, including a full explanation of the cause(s) of the violation, within 30 Days of the Day Defendant becomes aware of the cause(s) of the violation.

- c. Nothing in this Paragraph or the following Paragraph relieves Defendant of its obligation to provide the notice required by Section IX (Force Majeure).

43. Whenever any violation of this Consent Decree or of any applicable permits or any other event affecting Defendant's performance under this Decree may pose an immediate threat to the public health or welfare or the environment, Defendant shall notify EPA and PADEP by telephone at 800-424-8802 (EPA National Response Center) and 800-541-2050 (PADEP 24-Hour Emergency Response Line) and by email to cramer.johannah@epa.gov and sustawiars@pa.gov as soon as possible, but no later than 24 hours after Defendant first knew of the violation or event. This procedure is in addition to the requirements set forth in the preceding Paragraph.

44. Each report submitted by Defendant under this Section shall be signed by an official of the submitting party and include the following certification:

“I certify under penalty of perjury that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I have no personal knowledge that the information submitted is other than true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.”

45. This certification requirement does not apply to emergency or similar notifications where compliance would be impractical.

46. The reporting requirements of this Consent Decree do not relieve Defendant of any reporting obligations required by the CWA or implementing regulations, PCSL, or by any other federal, state, or local law, regulation, permit, or other requirement.

47. Any information provided pursuant to this Consent Decree may be used by the United States, PADEP, and LSRA in any proceeding to enforce the provisions of this Consent Decree and as otherwise permitted by law.

VIII. STIPULATED PENALTIES

48. Defendant shall be liable for stipulated penalties to the United States and PADEP for violations of this Consent Decree as specified below, unless excused under Section IX (Force Majeure). A violation of this Consent Decree includes failing to perform any obligation required by the terms of this Decree, including any work plan or schedule approved under this Decree, according to all applicable requirements of this Decree and within the specified time schedules established by or approved under this Decree.

49. Late Payment of Civil Penalty. If Defendant fails to pay the civil penalty required to be paid under Section V (Civil Penalty) when due, Defendant shall pay a stipulated penalty of \$1,000 per Day for each Day that the payment is late.

50. Compliance Requirements. The following stipulated penalties shall accrue per violation per Day for each violation of any requirement of Section VI (Compliance Requirements) of this Consent Decree:

Penalty Per Violation Per Day	Period of Noncompliance
\$1,000	1st through 14th Day
\$1,500	15th through 30th Day
\$3,000	31st Day and beyond

51. Reporting and Information Collection and Retention Requirements. The following stipulated penalties shall accrue per violation per Day for each violation of any requirement of Section VII (Reporting Requirements) and Section XI (Information Collection and Retention) of this Consent Decree, and for any violation of any monitoring or reporting requirement in Defendant's NPDES Permit:

Penalty Per Violation Per Day	Period of Noncompliance
\$350	1st through 14th Day
\$650	15th through 30th Day
\$1,200	31st Day and beyond

52. Effluent Limit Violations. The following stipulated penalties shall accrue for each Effluent Limit Violation that occurs at the Facility after the Effective Date of this Consent Decree:

For Effluent Limit Violations of the daily maximum limitation for temperature that occur in conjunction with a failure to implement Hanover's standard operating procedure for temperature:

Penalty Per Violation Per Day	Period of Noncompliance
\$3,000	Daily Violation

For all other Effluent Limit Violations:

Penalty Per Violation Per Day	Period of Noncompliance
\$1,500	Daily Violation
\$4,000	Monthly or Other Violation

53. Stipulated penalties under this Section shall begin to accrue on the Day after performance is due or on the Day a violation occurs, whichever is applicable, and shall continue to accrue until performance is satisfactorily completed or until the violation ceases. Stipulated penalties shall accrue simultaneously for separate violations of this Consent Decree.

54. Defendant shall pay any stipulated penalty within 30 Days of receiving a written demand by either the United States or PADEP. Defendant shall pay 50 percent of the total stipulated penalty amount due to the United States and 50 percent to PADEP. The Plaintiff making a demand for payment of a stipulated penalty shall simultaneously send a copy of the demand to the other Plaintiffs.

55. Either the United States or PADEP may, in the unreviewable exercise of its discretion, reduce or waive stipulated penalties otherwise due it under this Consent Decree.

56. Stipulated penalties shall continue to accrue as provided in Paragraph 53, during any Dispute Resolution, but need not be paid until the following:

- a. If the dispute is resolved by agreement of the Parties or by a decision of EPA or PADEP that is not appealed to the Court, Defendant shall pay accrued penalties determined to be owing, together with interest, to the United States or PADEP within 30 Days of the effective date of the agreement or the receipt of EPA's or PADEP's decision or order.
- b. If the dispute is appealed to the Court and the United States or PADEP prevails in whole or in part, Defendant shall pay all accrued penalties determined by the Court to be owing, together with interest, within 60 Days of receiving the Court's decision or order, except as provided in subparagraph c, below.

- c. If any Party appeals the District Court's decision, Defendant shall pay all accrued penalties determined to be owing, together with interest, within 15 Days of receiving the final appellate court decision.

57. Defendant shall pay stipulated penalties owing to the United States in the manner set forth in Paragraph 11 and with the confirmation notices required by Paragraph 12, except that the transmittal letter shall state that the payment is for stipulated penalties and shall state for which violation(s) the penalties are being paid.

58. Defendant shall pay stipulated penalties owing to PADEP in the manner set forth in Paragraph 13 with a confirmation notice sent via email to Summer Stawiarski, sustawiars@pa.gov, stating payment is for stipulated penalties and for which violation(s) the penalties are being paid.

59. If Defendant fails to pay stipulated penalties according to the terms of this Consent Decree, Defendant shall be liable for interest on such penalties, as provided for in 28 U.S.C. § 1961, accruing as of the date payment became due. Nothing in this Paragraph shall be construed to limit the United States or PADEP from seeking any remedy otherwise provided by law for Defendant's failure to pay any stipulated penalties.

60. The payment of penalties and interest, if any, shall not alter in any way Defendant's obligation to complete the performance of the requirements of this Consent Decree.

61. Non-Exclusivity of Remedy. Stipulated penalties are not the Plaintiffs' exclusive remedy for violations of this Consent Decree. Subject to the provisions of Section XII (Effect of Settlement/Reservation of Rights), each Plaintiff expressly reserves the right to seek any other relief it deems appropriate for Defendant's violation of this Decree or applicable law, including but not limited to an action against Defendant for statutory penalties, additional injunctive relief,

mitigation or offset measures, and/or contempt. However, the amount of any statutory penalty assessed for a violation of this Consent Decree shall be reduced by an amount equal to the amount of any stipulated penalty assessed and paid pursuant to this Consent Decree.

IX. FORCE MAJEURE

62. “Force majeure,” for purposes of this Consent Decree, is defined as any event arising from causes beyond the control of Defendant, of any entity controlled by Defendant, or of Defendant’s contractors, that delays or prevents the performance of any obligation under this Consent Decree despite Defendant’s best efforts to fulfill the obligation. The requirement that Defendant exercise “best efforts to fulfill the obligation” includes using best efforts to anticipate any potential force majeure event and best efforts to address the effects of any potential force majeure event (a) as it is occurring and (b) following the potential force majeure, such that the delay and any adverse effects of the delay are minimized. “Force Majeure” does not include Defendant’s financial inability to perform any obligation under this Consent Decree.

63. If any event occurs or has occurred that may delay the performance of any obligation under this Consent Decree, whether or not caused by a force majeure event, Defendant shall provide notice to EPA and PADEP by telephone at 215-814-2318 (Johannah Cramer of EPA) and 717-705-4789 (Summer Stawiarski of PADEP) or by email in accordance with Section XIV (Notices), within 72 hours of when Defendant first knew that the event might cause a delay. Within 7 Days thereafter, Defendant shall provide in writing to EPA, PADEP, and LSRA an explanation and description of the reasons for the delay; the anticipated duration of the delay; all actions taken or to be taken to prevent or minimize the delay; a schedule for implementation of any measures to be taken to prevent or mitigate the delay or the effect of the delay; Defendant’s rationale for attributing such delay to a force majeure event if it intends to assert such a claim; and a statement as to whether, in the opinion of Defendant, such event may cause or contribute to

an endangerment to public health, welfare or the environment. Defendant shall include with any notice all available documentation supporting the claim that the delay was attributable to a force majeure. Failure to comply with the above requirements shall preclude Defendant from asserting any claim of force majeure for that event for the period of time of such failure to comply, and for any additional delay caused by such failure. Defendant shall be deemed to know of any circumstance of which Defendant, any entity controlled by Defendant, or Defendant's contractors knew or should have known.

64. If EPA, after a reasonable opportunity for review and comment by PADEP, agrees that the delay or anticipated delay is attributable to a force majeure event, the time for performance of the obligations under this Consent Decree that are affected by the force majeure event will be extended by EPA, after a reasonable opportunity for review and comment by PADEP, for such time as is necessary to complete those obligations. An extension of the time for performance of the obligations affected by the force majeure event shall not, of itself, extend the time for performance of any other obligation. EPA will notify Defendant in writing of the length of the extension, if any, for performance of the obligations affected by the force majeure event.

65. If EPA, after a reasonable opportunity for review and comment by PADEP, does not agree that the delay or anticipated delay has been or will be caused by a force majeure event, EPA will notify Defendant in writing of its decision.

66. If Defendant elects to invoke the dispute resolution procedures set forth in Section X (Dispute Resolution), it shall do so no later than 15 Days after receipt of EPA's notice. In any such proceeding, Defendant shall have the burden of demonstrating by a preponderance of the evidence that the delay or anticipated delay has been or will be caused by a force majeure event, that the duration of the delay or the extension sought was or will be warranted under the

circumstances, that best efforts were exercised to avoid and mitigate the effects of the delay, and that Defendant complied with the requirements of Paragraphs 62 and 63. If Defendant carries this burden, the delay at issue shall be deemed not to be a violation by Defendant of the affected obligation of this Consent Decree identified to EPA and the Court.

X. DISPUTE RESOLUTION

67. Unless otherwise expressly provided for in this Consent Decree, the dispute resolution procedures of this Section shall be the exclusive mechanism to resolve disputes arising under or with respect to this Consent Decree. Defendant's failure to seek resolution of a dispute under this Section shall preclude Defendant from raising any such issue as a defense to an action by the United States, PADEP, or LSRA to enforce any obligation of Defendant arising under this Decree.

68. For disputes relating solely to a demand for stipulated penalties by PADEP, the dispute resolution process shall proceed as set forth in Paragraphs 69–74 below, except that all references to the term "United States" shall be understood to mean "PADEP."

69. Informal Dispute Resolution. Any dispute subject to Dispute Resolution under this Consent Decree shall first be the subject of informal negotiations. The dispute shall be considered to have arisen when Defendant sends DOJ, EPA, PADEP, and (if and as appropriate, based on the nature of the dispute) LSRA a written Notice of Dispute. Such Notice of Dispute shall state clearly the matter in dispute. The period of informal negotiations shall not exceed 30 Days from the date the Notice of Dispute is issued, unless that period is modified by written agreement. If the Parties cannot resolve a dispute by informal negotiations, then the position advanced by the United States, after consultation with PADEP, shall be considered binding unless, within 10 Days after the receipt of a decision by the United States at the conclusion of the

informal negotiation period, Defendant invokes formal dispute resolution procedures as set forth below.

70. Formal Dispute Resolution. Defendant shall invoke formal dispute resolution procedures, within the time period provided for invoking formal dispute resolution in the preceding Paragraph, by sending DOJ, EPA, PADEP, and LSRA 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 Defendant's position and any supporting documentation relied upon by Defendant.

71. The United States, after consultation with PADEP, will send Defendant its Statement of Position within 45 Days of receipt of Defendant's Statement of Position. The United States' Statement of Position shall include, but need not be limited to, any factual data, analysis, or opinion supporting that position and any supporting documentation relied upon by the United States. The United States' Statement of Position is binding on Defendant, unless Defendant files a motion for judicial review of the dispute in accordance with Paragraph 72 herein.

72. Judicial Dispute Resolution. Defendant may seek judicial review of the dispute by filing with the Court and serving on the United States, PADEP, and LSRA a motion requesting judicial resolution of the dispute. The motion (a) must be filed within ten Days of receipt of the United States' Statement of Position pursuant to the preceding Paragraph; (b) may not raise any issue not raised in informal dispute resolution pursuant to Paragraph 69, unless the United States raises a new issue of law or fact in the Statement of Position; (c) shall contain a written statement of Defendant's position on the matter in dispute, including any supporting factual data, analysis,

opinion, or documentation, and (d) shall set forth the relief requested and any schedule within which the dispute must be resolved for orderly implementation of the Consent Decree.

73. The United States, after consultation with PADEP, shall respond to Defendant's motion within the time period allowed by the Local Rules of this Court. Defendant may file a reply memorandum, to the extent permitted by the Local Rules.

74. Standard of Review

- a. Disputes Concerning Matters Accorded Record Review. Except as otherwise provided in this Consent Decree, in any dispute brought under Paragraph 70 pertaining to the adequacy or appropriateness of plans, procedures to implement plans, schedules or any other items requiring approval by EPA under this Consent Decree; the adequacy of the performance of work undertaken pursuant to this Consent Decree; and all other disputes that are accorded review on the administrative record under applicable principles of administrative law, Defendant shall have the burden of demonstrating, based on the administrative record, that the position of the United States is arbitrary and capricious or otherwise not in accordance with law.
- b. Other Disputes. Except as otherwise provided in this Consent Decree, in any other dispute brought under Paragraph 70, Defendant shall bear the burden of demonstrating that its position complies with this Consent Decree and better furthers the objectives of the Consent Decree.

75. The invocation of dispute resolution procedures under this Section shall not, by itself, extend, postpone, or affect in any way any obligation of Defendant under this Consent

Decree, unless and until final resolution of the dispute so provides. Stipulated penalties with respect to the disputed matter shall continue to accrue from the first Day of noncompliance, but payment shall be stayed pending resolution of the dispute as provided in Paragraph 56. If Defendant does not prevail on the disputed issue, stipulated penalties shall be assessed and paid as provided in Section VIII (Stipulated Penalties).

XI. INFORMATION COLLECTION AND RETENTION

76. The United States, PADEP, and their respective representatives, including attorneys, contractors, and consultants, shall have the right of entry into any facility covered by this Consent Decree, at all reasonable times, upon presentation of credentials, to:

- a. monitor the progress of activities required under this Consent Decree;
- b. verify any data or information submitted to the United States or PADEP in accordance with the terms of this Consent Decree;
- c. obtain samples and, upon request, splits of any samples taken by Defendant or its representatives, contractors, or consultants;
- d. obtain documentary evidence, including photographs and similar data; and
- e. assess Defendant's compliance with this Consent Decree.

77. Upon request, Defendant shall provide EPA and PADEP or their authorized representatives splits of any samples taken by Defendant. Upon request, EPA and PADEP shall provide Defendant splits of any samples taken by EPA or PADEP.

78. Until five years after the termination of this Consent Decree, 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 Decree. 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 United States or PADEP, Defendant shall provide copies of any documents, records, or other information required to be maintained under this Paragraph.

79. At the conclusion of the information-retention period provided in the preceding Paragraph, Defendant shall notify the United States, PADEP, and LSRA at least 90 Days prior to the destruction of any documents, records, or other information subject to the requirements of the preceding Paragraph and, upon request by the United States or PADEP, Defendant shall deliver any such documents, records, or other information to EPA or PADEP. Defendant may assert that certain documents, records, or other information is privileged under the attorney-client privilege or any other privilege recognized by federal law. If Defendant asserts such a privilege, it shall provide the following: (a) the title of the document, record, or information; (b) the date of the document, record, or information; (c) the name and title of each author of the document, record, or information; (d) the name and title of each addressee and recipient; (e) a description of the subject of the document, record, or information; and (f) the privilege asserted by Defendant. However, no documents, records, or other information created or generated pursuant to this Consent Decree shall be withheld on grounds of privilege, unless such documents, records, or other information are created or generated in preparation for an appeal of a decision not subject to this Consent Decree's Dispute Resolution procedures.

80. Defendant may also assert that information required to be provided under this Section is protected as Confidential Business Information ("CBI") under 40 C.F.R. Part 2. As to

any information that Defendant seeks to protect as CBI, Defendant shall follow the procedures set forth in 40 C.F.R. Part 2.

81. This Consent Decree in no way limits or affects any right of entry and inspection, or any right to obtain information, held by the United States or PADEP 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.

XII. EFFECT OF SETTLEMENT/RESERVATION OF RIGHTS

82. This Consent Decree resolves the civil claims of the United States and PADEP for the violations alleged in the Complaint filed in this action through the date of lodging, and the claims of LSRA for the violations alleged in the LSRA Complaint and violations of Defendant's NPDES Permit that occurred from the date the LSRA Complaint was filed through the date of lodging.

83. The United States, PADEP, and LSRA reserve all legal and equitable remedies available to enforce the provisions of this Consent Decree. This Consent Decree shall not be construed to limit the rights of the United States, PADEP, or LSRA to obtain penalties or injunctive relief under the CWA or implementing regulations, or under other federal or state laws, regulations, or permit conditions, except as expressly specified in Paragraph 82. The United States and PADEP further reserve all legal and equitable remedies to address any conditions if there is or may be an imminent and substantial endangerment to the public health or welfare or the environment arising at, or posed by, Defendant's Facility, whether related to the violations addressed in this Consent Decree or otherwise.

84. In any subsequent administrative or judicial proceeding initiated by the United States, PADEP, or LSRA for injunctive relief, civil penalties, other appropriate relief relating to

the Facility or Defendant's violations, Defendant shall not assert, and may not maintain, any defense or claim based upon the principles of waiver, res judicata, collateral estoppel, issue preclusion, claim preclusion, claim-splitting, or other defenses based upon any contention that the claims raised by the United States, PADEP, or LSRA in the subsequent proceeding were or should have been brought in the instant case, except with respect to claims that have been specifically resolved pursuant to Paragraph 82.

85. This Consent Decree is not a permit, or a modification of any permit, under any federal, State, or local laws or regulations. Defendant is responsible for achieving and maintaining complete compliance with all applicable federal, State, and local laws, regulations, and permits; and Defendant's compliance with this Consent Decree shall be no defense to any action commenced pursuant to any such laws, regulations, or permits, except as set forth herein. The United States, PADEP, and LSRA do not, by their consent to the entry of this Consent Decree, warrant or aver in any manner that Defendant's compliance with any aspect of this Consent Decree will result in compliance with provisions of the CWA, 33 U.S.C. § 1251, *et seq.*, or with any other provisions of federal, State, or local laws, regulations, or permits.

86. This Consent Decree does not limit or affect the rights of Defendant or of the United States, PADEP, or LSRA against any third parties, not party to this Consent Decree, nor does it limit the rights of third parties, not party to this Consent Decree, against Defendant, except as otherwise provided by law.

87. This Consent Decree shall not be construed to create rights in, or grant any cause of action to, any third party not party to this Consent Decree.

XIII. COSTS

88. The United States, PADEP, and Defendant shall bear their own costs of this action, including attorneys' fees, except that the United States and PADEP shall be entitled to

collect the costs (including attorneys' fees) incurred in any action necessary to collect any portion of the civil penalty or any stipulated penalties due but not paid by Defendant.

89. Defendant agrees to reimburse LSRA for its reasonable attorneys' fees and costs regarding the claims alleged in the LSRA Complaint within 30 Days of the Effective Date of this Consent Decree, the amount of which has been negotiated between LSRA and Defendant.

XIV. NOTICES

90. Unless otherwise specified in this Decree, whenever notifications, submissions, or communications are required by this Consent Decree, they shall be made in writing and sent by mail or email (with a preference for email), addressed as follows:

As to DOJ by email (preferred): eescdcopy.enrd@usdoj.gov
Re: DJ # 90-5-1-1-12557

As to DOJ by mail: EES Case Management Unit
Environment and Natural Resources Division
U.S. Department of Justice
P.O. Box 7611
Washington, D.C. 20044-7611
Re: DJ # 90-5-1-1-12557

As to EPA: R3_ORC_mailbox@epa.gov (Attn: Natalie Katz),
and
cramer.johannah@epa.gov

As to PADEP: Maria Bebenek
mbebenek@pa.gov
Summer Stawiarski
sustawiars@pa.gov
Pa Department of Environmental Protection
Clean Water Program
909 Elmerton Avenue
Harrisburg, PA 17110-8200

As to LSRA: Environmental Integrity Project
888 17th St. NW, Suite 810
Washington, D.C. 20006
Jduggan@environmentalintegrity.org
Skula@environmentalintegrity.org

As to Defendant:

Dave Still, VP Canning Operations
1550 York Street
Hanover, PA 17331
dstill@hanoverfoods.com

with copy to:

Scott A. Gould, Esquire
McNees Wallace & Nurick LLC
100 Pine Street
Harrisburg, PA 17101
sgould@mcneeslaw.com

91. Any Party may, by written notice to the other Parties, change its designated notice recipient or notice address provided above. DOJ, EPA, and PADEP may additionally change their notice recipients or notice addresses for immediate threats to the public health or welfare or the environment (Paragraph 43), stipulated penalties (Paragraphs 57 and 58), or delayed performance of obligations under this Decree (Paragraph 63) by written notice to the other Parties.

92. Notices submitted pursuant to this Section shall be deemed submitted upon mailing or transmission by email, unless otherwise provided in this Consent Decree or by mutual agreement of the Parties in writing.

XV. EFFECTIVE DATE

93. The Effective Date of this Consent Decree shall be the date upon which this Consent Decree is entered by the Court or a motion to enter the Consent Decree is granted, whichever occurs first, as recorded on the Court's docket.

XVI. RETENTION OF JURISDICTION

94. The Court shall retain jurisdiction over this case until termination of this Consent Decree, for the purpose of resolving disputes arising under this Decree or entering orders

modifying this Decree, pursuant to Sections X and XVII, or effectuating or enforcing compliance with the terms of this Decree.

XVII. MODIFICATION

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

96. Any disputes concerning modification of this Decree shall be resolved pursuant to Section X (Dispute Resolution), provided, however, that, instead of the burden of proof provided by Paragraph 74, the Party seeking the modification bears the burden of demonstrating that it is entitled to the requested modification in accordance with Federal Rule of Civil Procedure 60(b).

XVIII. TERMINATION

97. After Defendant has completed the requirements of Section VI (Compliance Requirements), has thereafter maintained satisfactory compliance with this Consent Decree and Defendant's NPDES Permit for a period of two years, has complied with all other requirements of this Consent Decree, and has paid the civil penalty and any accrued stipulated penalties as required by this Consent Decree:

- a. Defendant may serve upon the United States, PADEP, and LSRA a Request for Termination, stating that Defendant has satisfied those requirements, together with all necessary supporting documentation; or
- b. The United States and PADEP may jointly serve upon Defendant, with a copy to LSRA, a Notice of Intent to Terminate.

98. Following (a) receipt by the United States, PADEP, and LSRA of Defendant's Request for Termination or (b) receipt by Defendant and LSRA of the United States' and

PADEP's Notice of Intent to Terminate, the Parties shall confer informally concerning the Request and any disagreement that the Parties may have as to whether Defendant has satisfactorily complied with the requirements for termination of this Consent Decree. If the United States, after consultation with PADEP and LSRA, determines that the Decree may be terminated, the Parties shall submit, for the Court's approval, a joint stipulation terminating the Decree, or if Defendant will not consent to a joint stipulation, the United States may file a motion to terminate the Decree.

99. If the United States, after consultation with PADEP and LSRA, does not agree to Defendant's Request for Termination, Defendant may invoke Dispute Resolution under Section X. However, Defendant shall not seek Dispute Resolution of any dispute regarding termination until 60 Days after service of its Request for Termination.

XIX. PUBLIC PARTICIPATION

100. This Consent Decree shall be lodged with the Court for a period of not less than 30 Days for public notice and comment in accordance with 28 C.F.R. § 50.7. The United States reserves the right to withdraw or withhold its consent if the comments regarding the Consent Decree disclose facts or considerations indicating that the Consent Decree is inappropriate, improper, or inadequate. Defendant consents to entry of this Consent Decree without further notice and agrees not to withdraw from or oppose entry of this Consent Decree by the Court or to challenge any provision of the Decree, unless the United States has notified Defendant in writing that it no longer supports entry of the Decree.

XX. SIGNATORIES/SERVICE

101. Each undersigned representative of Defendant, PADEP, LSRA, and the Acting Assistant Attorney General for the Environment and Natural Resources Division of the Department of Justice identified on the DOJ signature page below, certifies that he or she is fully

authorized to enter into the terms and conditions of this Consent Decree and to execute and legally bind the Party he or she represents to this document.

102. This Consent Decree may be signed in counterparts, and its validity shall not be challenged on that basis. Defendant agrees to accept service of process by mail with respect to all matters arising under or relating to this Consent Decree and to waive the formal service requirements set forth in Rules 4 and 5 of the Federal Rules of Civil Procedure and any applicable Local Rules of this Court including, but not limited to, service of a summons. Defendant need not file an answer to the complaint in this action unless or until the Court expressly declines to enter this Consent Decree.

XXI. INTEGRATION

103. This Consent Decree, including deliverables that are subsequently approved pursuant to this Decree, constitutes the entire agreement among the Parties regarding the subject matter of the Decree and supersedes all prior representations, agreements and understandings, whether oral or written, concerning the subject matter of the Decree herein.

XXII. 26 U.S.C. SECTION 162(f)(2)(A)(ii) IDENTIFICATION

104. For purposes of the identification requirement in Section 162(f)(2)(A)(ii) of the Internal Revenue Code, 26 U.S.C. § 162(f)(2)(A)(ii), and 26 C.F.R. § 1.162-21(b)(2), performance of Section III (Applicability), Paragraph 7; Section VI (Compliance Requirements), Paragraphs 15, 17, and 22–40 and related appendices A–E; Section VII (Reporting Requirements), Paragraphs 41–42 and 44; Section XI (Information Collection and Retention), Paragraphs 76–79, is restitution, remediation, or required to come into compliance with law.

XXIII. HEADINGS

105. Headings to the Sections and Subsections of this Consent Decree are provided for convenience and do not affect the meaning or interpretation of the provisions of this Consent Decree.

XXIV. FINAL JUDGMENT

106. Upon approval and entry of this Consent Decree by the Court, this Consent Decree shall constitute a final judgment of the Court as to the United States, PADEP, LSRA, and Defendant.

XXV. APPENDICES

107. The following Appendices are attached to and part of this Consent Decree:

“Appendix A” is the Hanover Facility Process Flow Diagram;

“Appendix B” is the Standard Operating Procedures and Quarterly Reporting Graphs;

“Appendix C” is the Operator Log-Shift Report;

“Appendix D” is the Sampling Matrix; and

“Appendix E” is the Consent Decree Deadlines.

Dated and entered this ____ day of _____, 20__

UNITED STATES DISTRICT JUDGE

Signature Page for *Lower Susquehanna Riverkeeper Association et al. v. Hanover Foods Corp.*,
1:21-cv-01600

FOR THE UNITED STATES OF AMERICA:

ADAM R.F. GUSTAFSON
Acting Assistant Attorney General
Environment and Natural Resources Division
U.S. Department of Justice

**VANESSA
MOORE**

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VANESSA MOORE
Date: 2025.09.30
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VANESSA M. MOORE
DC Bar No. 1617837
Trial Attorney
Environmental Enforcement Section
U.S. Department of Justice
P.O. Box 7611
Washington, D.C. 20044-7611
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Signature Page for *Lower Susquehanna Riverkeeper Association et al. v. Hanover Foods Corp.*,
1:21-cv-01600

FOR THE U.S. ENVIRONMENTAL PROTECTION
AGENCY:

8/29/25

Date

AMY VAN

BLARCOM-LACKEY

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BLARCOM-LACKEY
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AMY VAN BLARCOM-LACKEY

Regional Administrator

U.S. Environmental Protection Agency, Region 3

8/28/25

Date

ALLISON
GARDNER

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GARDNER
Date: 2025.08.28 17:16:04 -04'00'

ALLISON F. GARDNER

Regional Counsel

U.S. Environmental Protection Agency, Region 3

8/27/25

Date

NATALIE KATZ

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Date: 2025.08.27 11:29:25 -04'00'

NATALIE L. KATZ

Sr. Assistant Regional Counsel

U.S. Environmental Protection Agency, Region 3
Office of Regional Counsel

Signature Page for *Lower Susquehanna Riverkeeper Association et al. v. Hanover Foods Corp.*,
1:21-cv-01600

FOR THE U.S. ENVIRONMENTAL PROTECTION
AGENCY:

9/15/2025

Date

**Pritzlaff,
Craig**

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Pritzlaff, Craig
Date: 2025.09.15
15:44:19 -04'00'

CRAIG J. PRITZLAFF
Acting Assistant Administrator
Office of Enforcement and Compliance Assurance
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KARIN KOSLOW
Acting Office Director
Office of Civil Enforcement
Office of Enforcement and Compliance Assurance
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JOSEPH G. THEIS
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Water Enforcement Division
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U.S. Environmental Protection Agency

BARAK J. KAMELGARD
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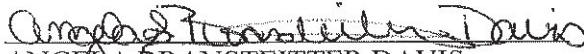
Signature Page for *Lower Susquehanna Riverkeeper Association et al. v. Hanover Foods Corp.*,
1:21-cv-01600

FOR THE PENNSYLVANIA DEPARTMENT OF ENVIRONMENTAL PROTECTION:

8/26/25
Date


MARIA D. BEBENEK, P.E.
Clean Water Program Manager
Pennsylvania Department of Environmental Protection
Southcentral Regional Office

8/26/25
Date


ANGELA BRANSTEITTER DAVIS
Assistant Counsel
Pennsylvania Department of Environmental Protection
Southcentral Regional Office
909 Elmerton Avenue
Harrisburg, PA 17110-8200

Signature Page for *Lower Susquehanna Riverkeeper Association et al. v. Hanover Foods Corp.*,
1:21-cv-01600

FOR THE LOWER SUSQUEHANNA RIVERKEEPER
ASSOCIATION:

August 26, 2025

Date



JENNIFER DUGGAN
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1:21-cv-01600

FOR HANOVER FOODS CORPORATION:

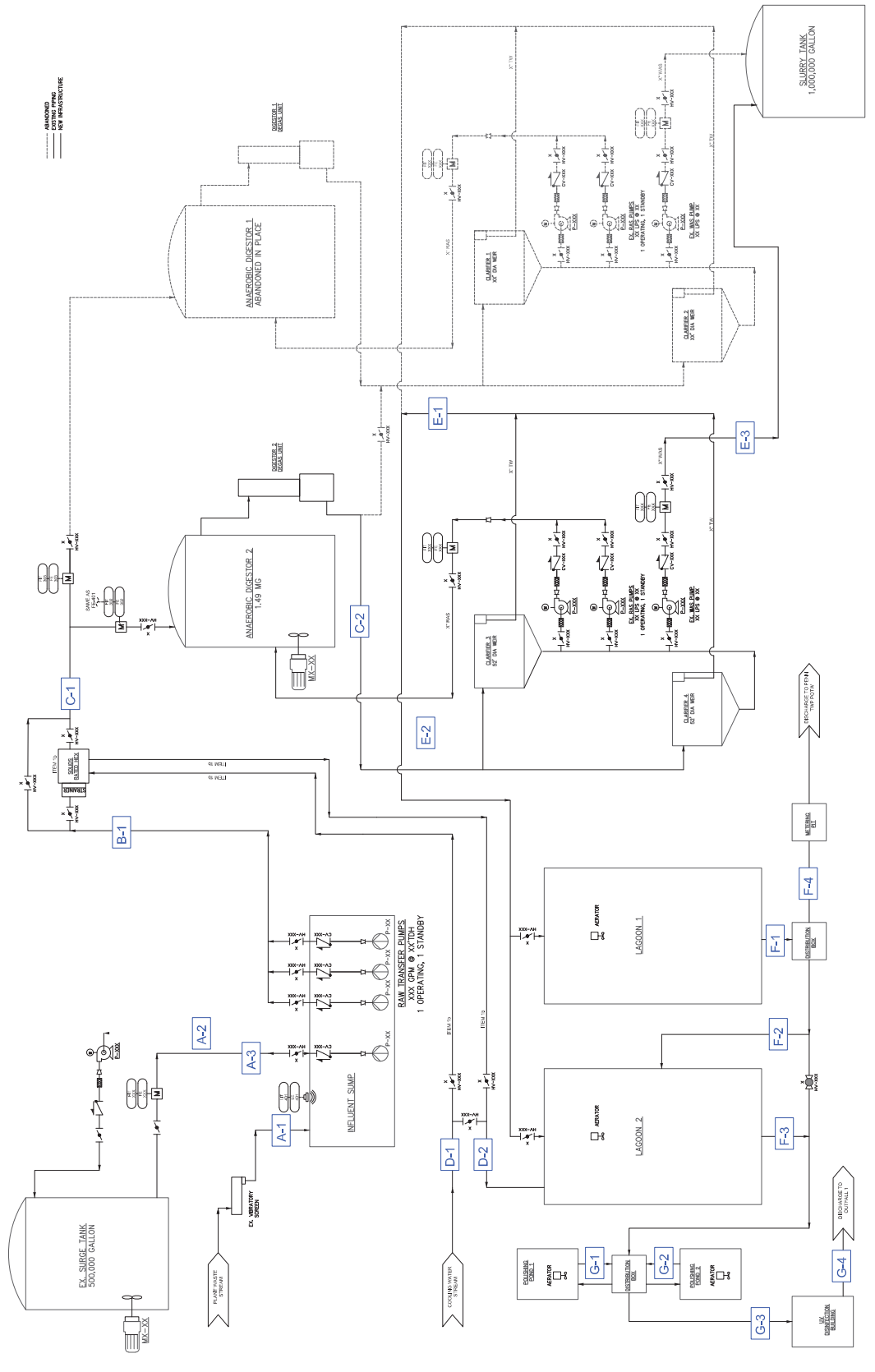
8-26-25

Date



JEFFREY A. WAREHIME
Chief Executive Officer
Hanover Foods Corporation

Appendix A



270 S. MAIN, 4853
ANN ARBOR, MI 48103
(734)929-0844
WWW.SALIGROUP-ECOM

7-23-25 POST REVIEW ADJUSTMENTS		APPROVED
8-25-25 ISSUE AS FINAL		SEF
DATE	REVISION	BY
7-23-25	ADJUSTED	SEF
PROJECT NO. 25-AN2025-0044		DESIGNED BY
SCALE: NONE		APPROVED
PROJECT: Hanover Foods Corporation		
TITLE: PROCESS APPENDIX A		
DRAWING NUMBER: PROCESS FLOW DIAGRAM		
SHEET 48 OF 50		

Appendix B

APPENDIX B

Standard Operating Procedures and Quarterly Reporting Graphs

Hanover Foods Corporation

A. Standard Operating Procedures (SOPs)

The following SOPs shall be modified or developed, as appropriate, by Hanover:

1. Modify SOP to maintain sufficient sludge wasting from secondary clarifiers to manage sludge blankets to less than 4'-5' of sidewater depth. Wasting should be conducted daily (minimum five days per week), both for sludge blanket control and to promote stable conditions in the digester. Wasting should also consider the biomass required for adequate treatment in AD 1 (including the design solids retention time), and is not required on days when doing so would be detrimental to digester operation (such as periods of high solids loss in the clarifier effluent).
2. Develop SOP for clarifier operation, including cleaning schedules for weirs and clarifiers. This SOP should clearly detail the procedure for sludge judging.
3. Develop SOP for use of surge tank, including documentation of usage, as well as chain of communication between the food-processing part of the facility and the wastewater treatment plant.
4. Develop SOP for management of solids removed from Lagoons 1 and 2 and polishing ponds.
5. Develop SOP for monitoring and responding to observed TSS concentrations from the sensor.
6. Develop SOP for digester mixed liquor monitoring.
7. Develop SOP for use (or direct non-use) of bypass valve for cooling water to flow directly to polishing ponds.
8. Develop SOP for temperature management, including reducing or stopping production when temperature comes within the set proximity to the applicable temperature limit at the outfall, and monitoring and cleaning the strainer basket in the heat exchanger.

B. Quarterly Reporting Graphs

The following graphs shall be submitted with Hanover's quarterly reporting. All graphs are to be plotted against date on the horizontal axis. Graphs are to be submitted in the original file format in which they were prepared (e.g., Microsoft Excel), shall include the underlying source data used to prepare them, and shall be prepared in accordance with the Notes provided below.

1. Process WW flow rate
2. Non-contact cooling water flow rate
3. POTW discharge flow rate
4. Outfall 001 flow rate
5. COD concentration profile: Heat exchanger (HEX) effluent, combined clarifier effluent (CCE), Lagoon 1 effluent, Lagoon 2 effluent, Outfall 001

6. SCOD concentration profile: HEX effluent, CCE
7. Temperature: AD 2
8. Temperature: Outfall 001 vs. NPDES limits by date
9. Digester COD profile: Post HEX Total COD, Clarifier effluent SCOD, calculated removal (%), 2nd axis)
10. AD 2 HRT vs. SRT
11. AD 2 alkalinity vs. VFA vs. pH (2nd axis)
12. AD 2 COD loading vs. MLVSS inventory vs. F/M (2nd axis)
13. AD 2 MLSS vs. MLVSS
14. AD 2 biogas flow rate vs. methane (and/or CO₂) concentration (2nd axis)
15. AD 2 VLR (kg COD/m³/d or lb COD/1000 cf/d)
16. AD 2 mixed liquor SVI
17. Clarifier blanket depths (average of operating clarifiers)
18. Clarifier WAS daily volume vs. daily lb/d solids wasted (lb/d as TSS or VSS)
19. Waste VSS vs. Clarifier effluent VSS vs. sum of both (all in lb/d)
20. TP concentration profile: HEX effluent, CCE, Lagoon 1, Lagoon 2, Outfall 001
21. NH₃-N concentration profile: CCE, Lagoon 1, Lagoon 2, Outfall 001
22. TSS concentration profile: HEX effluent, CCE, Lagoon 1, Lagoon 2, Outfall 001

Notes:

- Axes shall be labelled, including units.
- Legends shall be included, where graph has multiple series.
- Cells with no data shall be blank and not show on graphs.
- Days with zero flow shall show as zeros on flow graphs.
- Where data are below detection level, the “<” symbol shall not be entered in the same cell as the number (results in a text string, which can’t be graphed). The “<” symbols shall be entered in an adjacent column or in a note attached to the cell.
- Moving averages may be superimposed to simplify comparison between parameters in a graph.
- SRT calculation shall include VSS in both the WAS and CCE (lb/d).
- SVI shall be calculated using corrected formula.

Appendix C

APPENDIX C
Operator Log-Shift Report
Hanover Foods Corporation

Date: _____		Initials:							
System	Field Check Points	Tag	Unit	Target	Shift 1	Shift 2	Shift 3	Comments	
AD System	Mechanical Screen Operating		Y/N	Yes					
	Mechanical Screen solids hopper full		Y/N	No					
	Surge Tank Level		FT						
	Temperature gauge reading at Influent [Into HEX]	B-1	°F	75-90					
	Temperature gauge reading at AD-2 Feed [Out of HEX]	C-1	°F	90-98					
	Temperature gauge reading at AD-2 discharge	C-2	°F	96-98					
	Temperature gauge reading at CCW Feed [Into HEX]	D-1	°F	120-140					
	Temperature gauge reading at CCW Feed [Out of HEX]	D-2	°F	95-110					
	Differential pressure associated with the HEX	B-1	Y/N	<2 pounds					
	Draft Mixers Operational on AD-2		Y/N	Yes					
	Degas unit operating		Y/N	Yes					

System	Field Check Points	Tag	Unit	Target	Shift 1	Shift 2	Shift 3	Comments
Clarifiers	Clarifier 3 Rake Assembly Operating		Y/N	Yes				
	Clarifier 3 weir plate clear of obstructions and clean		Y/N	Yes				
	Clarifier 3 overflow appearance [Clear, Turbid, Heavy Solids]							
	Clarifier 3 Sludge Blanket Level		FT	3-5				
	Clarifier 4 Rake Assembly Operating		Y/N	Yes				
	Clarifier 4 weir plate clear of obstructions and clean		Y/N	Yes				
	Clarifier 4 overflow appearance [Clear, Turbid, Heavy Solids]							
	Clarifier 4 Sludge Blanket Level		FT	3-5				
	Clarifier 3/4 RAS Pump Flow Rate	E-2	GPM					
	Clarifier 3/4 WAS Pump Totalizer Reading (Daily)	E-3	Gal x 1000					
	Slurry Holding Tank Level		FT	0-28				
	Combined Clarifier Effluent ORP Reading	E-1	mV					Average of the 2. No access to the combined flow.

System	Field Check Points	Tag	Unit	Target	Shift 1	Shift 2	Shift 3	Comments
Lagoons/Ponds/UV	Lagoon 1 Appearance [Clear, Turbid, Heavy Solids]							
	Lagoon 1 odor [none, other]							
	Lagoon 1 ORP	F-1	mV	>0				
	Lagoon 1 Temperature	F-2	°F	NA				
	Lagoon 1 spray aerators operating		Y/N	Yes				
	Lagoon 2 Appearance [Clear, Turbid, Heavy Solids]							
	Lagoon 2 odor [none, other]							
	Lagoon 2 ORP	F-3	mV	>0				
	Lagoon 2 Temperature	F-3	°F	Record				
	Lagoon 2 spray aerators operating		Y/N	Yes				
	Polish Pond 1 Appearance [Clear, Turbid, Heavy Solids]							
	Polish Pond 1 odor [none, other]							
	Polish Pond 1 ORP	G-1	mV	>0				
	Polish Pond 1 Temperature	G-1	°F	Record				
	Polish Pond 1 spray aerators operating		Y/N	Record				
	Polish Pond 2 Appearance [Clear, Turbid, Heavy Solids]							
	Polish Pond 2 odor [none, other]							
	Polish Pond 2 ORP	G-2	mV	>0				
	Polish Pond 2 Temperature	G-2	°F	Record				
	Polish Pond 2 spray aerators operating		Y/N	Record				
	Effluent UV 1 operating		Y/N	Record ⁽¹⁾				
	Effluent UV 1 Intensity Reading		mW/cm^2					
	Effluent UV 2 operating		Y/N	Record ⁽¹⁾				
	Effluent UV 2 Intensity Reading		mW/cm^2					
Notes:								
1. UV Banks 1 and 2 operate based on flow and alternate lead-lag. One or both may be required, depending on flow.								

Appendix D

APPENDIX D
Sampling/Analytical Matrix
Hanover Foods Corporation

Tag	Description	Flow (GPD)	Depth (feet)	T (°F)	Pressure (psi)	pH (S.U.)	ORP
	Influent						
B-1	Pre heat exchanger			S	S/C		
C-1	Post heat exchanger	C		S		D	
	Surge Tank		S				
C-2	AD 2 (Mixed liquor)			C		C	
C-2	Post degasifier (Clarifier influent)						
E-1	Clarifiers 3/4 effluent			D		D	D
F-4	Discharge to POTW (from Lagoon 1)	C					
F-1	Lagoon 1 effluent			D			D
F-3	Lagoon 2 effluent			D			D
G-3	Polishing Pond effluent (UV influent)			S/C			D
G-4	Discharge to Outfall 001	C		C		D	
E-3	WAS to slurry tank	C					
	Cooling water						
D-1	Pre heat exchanger	C		C			
D-2	Post heat exchanger			C			
E-2	RAS to AD 2 ⁽²⁾	C					
	Clarifiers						
	AD-2 Biogas ⁽³⁾	C					

1. All analytes are reported in mg/L, unless noted otherwise.

2. Flow reported as Gallons per Minute.

3. Flow reported as Cubic Feet per Day

Frequency

D: Daily

W: Weekly

2W: 2X/Week

S: 1X/Shift

A/N: As Needed

C: Monitored Continuously

S/C: 1X/Shift until SCADA system installed and operational, at which point the parameter will be monitored continuously.

Legend-Clarifications

2W Contract lab

(filtered) Sample filtered through 0.45 µm filter

[Note: no other samples filtered or settled (except SVI and possibly VFA/Alkalinity)]

Tag	BOD5	CBOD5	COD	SCOD (filtered)	TSS	VSS	Alkalinity	VFA	TKN	NH3-N (filtered)
B-1										
C-1			D	D	D				2W	
			D							
C-2					D	D	D	D		
C-2										
E-1			D	D	C				2W	D
F-4	W				W					W
F-1			D		D					D
F-3			D		D					D
G-3										
G-4		2W	D		2W					2W
E-3										
D-1	2W				2W				2W	
D-2										
E-2					D					

Tag	TP	PO4-P (filtered)	SVI	Blanket (feet)	CH4 and/or CO2 (%)	UVT (%)	Other regulatory parameters	Operator Comments
B-1								
C-1	D							
C-2								
C-2		D	D					
E-1	D	D						
F-4	W						X	
F-1	D							
F-3	D							
G-3						A/N		
G-4	2W						X	
E-3								
D-1	2W							
D-2								
E-2								
				S				
					C or D			

Appendix E

APPENDIX E
CONSENT DECREE DEADLINES
Hanover Foods Corporation

CD Paragraph	Deliverable	Approval Required?	Deadline	Due Date [To Be Completed by Defendant upon Triggering Event]
10	Defendant to pay civil penalty	No	Within 30 Days after the Effective Date	
15	Defendant to submit a list of deadlines	No	No later than 10 Days from the Effective Date	
27	Defendant to submit a list of at least two candidates for Operational Consultant	Yes, EPA, following consultation with PADEP*	Within 30 Days of the Effective Date	
28	Defendant to submit a boiler permit	Yes, PADEP	Within 30 Days of the Effective Date	
28	Defendant to install boiler	No	Within 60 Days after receiving the necessary permits and approvals from	
29	Defendant to install TSS sensor	No	Within 60 Days of the Effective Date	
30	Defendant to survey weirs and adjust flow	No	Within 90 Days of the Effective Date	
31	Defendant to implement a spare parts program for the UV system	No	Within 60 Days of the Effective Date	
32	Defendant to implement a spare parts program for the heat exchanger	No	Upon the Effective Date	

33	Defendant to submit SOPs	Review and comment by EPA, following consultation with PADEP*	Within 90 Days of the Effective Date	
33	Defendant to implement SOP revisions or provide a written response to EPA and PADEP for any comments or proposed revisions	No	Within 30 Days after receipt of EPA's comments	
34	Defendant to implement an operation inspection program	No	Within 30 Days of the Effective Date	
35	Defendant to engage the Operational Consultant retained pursuant to Paragraph 27 for a period of at least 30 days	No	During a 90-Day startup period commencing the Day that Hanover completes installation of the boiler described in	
35	Defendant to submit an updated preventative maintenance plan	Review and comment by EPA, following consultation with PADEP*	No later than the last Day of the 90-Day startup period commencing the Day that Hanover completes installation of the boiler described in	
36	Defendant to begin implementing procedures to collect data pursuant to	No	Within 30 Days of the Effective Date	
40	Defendant to submit Category 2 Violation Reports	Yes, EPA, following consultation with PADEP and LSRA	As needed, within 45 days of a triggering violation	

41	Defendant to submit monthly reports	No	By the last Day of each month after lodging of the Consent Decree	
42	Defendant to submit quarterly reports	No	By January 31, April 30, July 31, and October 31 of each year after lodging of the Consent Decree	

* A copy of the deliverable must also be submitted to LSRA.