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IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

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

Plaintiffs,

v.

GSP Management Company, Frank Perano,
CTW Properties, LLC, Colonial Village, LLC, Country
Manor Farms, LLC, Creekwood Village, LLC, RHG
Properties, LLC, Green Hill MHC, LLC, Green Top
Management, LLC, Heritage Village Management, LLC,
Hillside Manor Management, LLC, Indian Run Village,
LLC, WTS Properties, LLC, Lincoln Crest Management,
LLC, Meadows Sewer Company, ATG Properties, LLC,
Melody Lakes Management, LLC, MTM Properties, LLC,
North View Manor Management, LLC, Pine Manor, LLC,
Rolling Acres Management, LLC, Stony Brook
Management, LLC, Sunrise Terrace Management, LLC,
The Pines at West Penn LLC, Walnut Meadows, LLC,
Camelot Estates, Breezy Acres, Franklin Community
Management, PWC Management, LLC, York Community
Management, Indian Creek Village, Orchard Hill
Management, LLC, Pennwood Management, LLC,
ML Management, LLC and RHG Management Co.,

Defendants.

12 5553

CIVIL ACTION NO.


NOTICE OF LODGING OF CONSENT DECREE

The United States hereby gives notice of lodging a proposed Consent Decree in the above-captioned matter. The attached proposed Consent Decree will resolve all claims alleged by the United States and the Commonwealth of Pennsylvania, Department of Environmental Protection against the defendants in the Complaint in this action, filed simultaneously with this Notice of Lodging.

The United States respectfully requests that the Court not sign the proposed Consent Decree at this time. Instead, consistent with Department of Justice policy, 28 C.F.R. § 50.7, the United States will publish in the Federal Register a Notice that the proposed Consent Decree has been lodged with the Court. The Notice will solicit public comment for a period of 30 days. During the comment period, no action is required by the Court. If, after review and evaluation of any comments received, the United States continues to believe that the Consent Decree is fair, reasonable, and in the public interest, it will move the Court to enter the Consent Decree.

Respectfully submitted,

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Date: September 28, 2012

CERTIFICATE OF SERVICE

I hereby certify that on September 28, 2012, I served a true and correct copy of the foregoing Notice of Lodging of Consent Decree by United States mail and email on:

John E. Riley, Esquire
Vaira & Riley, P.C.
1600 Market Street
Suite 2650
Philadelphia, PA 19103
Attorney for defendants



Gregory B. David
Assistant United States Attorney

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Management, PWC Management, LLC, York Community
Management, and Indian Creek Village, Orchard Hill
Management, LLC, Pennwood Management, LLC,
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CONSENT DECREE

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I. BACKGROUND

A. Concurrent with the lodging of this Consent Decree, Plaintiffs, the United States of America, on behalf of the United States Environmental Protection Agency (“EPA”), and the Commonwealth of Pennsylvania, Department of Environmental Protection (“PADEP”), have filed a Complaint in this action against Defendants GSP Management Company, Frank Perano, et al.¹

B. The Complaint alleges that Defendants violated Sections 301 and 402 of the Federal Water Pollution Control Act *as amended* by the Clean Water Act of 1977 and the Water Quality Act of 1987 (“CWA” or the “Act”), 33 U.S.C. §§ 1311 and 1342, and Section 1414 of the Federal Safe Drinking Water Act (“SDWA”), 42 U.S.C. §§ 300f-300j-26, Sections 201, 401, 601 and 611 of the Pennsylvania Clean Streams Law (“CSL”), 35 P.S. §§ 691. 201, 401, 601 and 611, and Sections 721.5, 721.12 and 721.13 of the Pennsylvania Safe Drinking Water Act, Act of May 1, 1984, P.L. 206, 35 P.S. §§ 721.1-721.17 (“PA Safe Drinking Water Act” or “PASDWA”). Among other things, the Complaint alleges that Defendants violated Section 301 of the CWA and Sections 201 and 401 of the CSL by discharging pollutants in violation of the conditions and limitations of National Pollutant Discharge Elimination System (“NPDES”) permits issued to Defendants pursuant to Section 402 of the Act, 33 U.S.C. § 1342.

C. Defendants own and operate seventy three (73) mobile home parks (“MHP”)

¹ Defendants are GSP Management Company, Frank T. Perano, CTW Properties, LLC, Colonial Village, LLC, Country Manor Farms, LLC, Creekwood Village, LLC, RHG Properties, LLC, Green Hill MHC, LLC, Green Top Management, LLC, Heritage Village Management, LLC, Hillside Manor Management, LLC, Indian Run Village, LLC, WTS Properties, LLC, Lincoln Crest Management, LLC, Meadows Sewer Company, ATG Properties, LLC, Melody Lakes Management, LLC, MTM Properties, LLC, North View Manor Management, LLC, Pine Manor, LLC, Rolling Acres Management, LLC, Stony Brook Management, LLC, Sunrise Terrace Management, LLC, The Pines at West Penn, LLC, Walnut Meadows, LLC, Camelot Estates, Breezy Acres, Franklin Community Management, PWC Management, LLC, York Community Management, Indian Creek Village, Orchard Hill Management, LLC, Pennwood Management, LLC, ML Management, LLC and RHG Management Co.

throughout the Commonwealth of Pennsylvania (70) as well as the State of Delaware (2) and Commonwealth of Virginia (1). Each MHP is identified in Appendix C. Plaintiffs, with cooperation from Defendants, have identified over 4,700 NPDES and SDWA violations at Defendants' MHPs, which are further described in Table 1 to this Consent Decree.

D. Defendants' NPDES non-compliance includes permit limit exceedances identified in discharge monitoring reports ("DMRs") provided to PADEP pursuant to Defendants' NPDES permits, as well as numerous violations of operation and maintenance requirements of NPDES permits and unpermitted bypasses of treatment systems.

E. Defendants' SDWA non-compliance includes violations of the SDWA and PASDWA and implementing regulations at MHPs where Defendants own or operate Public Water Systems ("PWS"), including Cedar Manor MHP, Mountain View Terrace MHP, The Village at Pleasant Hills MHP, Pine Manor MHP and Shadyback Acres MHP. Among other violations, Defendants failed to report monitoring results, failed to properly sample, had Maximum Contaminant Level ("MCL") exceedances, and did not effectively operate and maintain public water system facilities.

F. Among the many inspections conducted at Defendants' MHPs, EPA and PADEP jointly inspected Defendants' Cedar Manor MHP on June 10, 2010 and Defendants' Pleasant Hills MHP on October 7, 2010. The inspections identified numerous operations and maintenance ("O&M") violations, as well as other NPDES violations, as further described in Table 1 to this Decree.

G. 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, 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 Parties and over the subject matter of this action, pursuant to 28 U.S.C. §§ 1331, 1345, 1355, and 1367, and Section 309(b) of the CWA, 33 U.S.C. § 1319(b), Section 1414 of the SDWA, 42 U.S.C. § 300g-3, Section 721.5 of the Pennsylvania Safe Drinking Water Act, 35 P.S. § 721.5 and Sections 201, 401, 601 and 611 of the CSL, 35 P.S. §§ 691. 201, 401, 601 and 611.

2. Venue is proper in the Eastern District of Pennsylvania pursuant to 28 U.S.C. §§ 1391(b) and (c) and 1395(a), as well as Section 309(b) of the Clean Water Act, 33 U.S.C. § 1319(b), because it is the judicial district in which Defendants are located, reside, and/or are doing business, and/or in which a substantial part of the violations alleged in the Complaint occurred.

3. For purposes of this Decree, or any action to enforce this Decree, Defendants consent to the Court's jurisdiction over this Decree and consent to venue in this judicial district. Other than the jurisdiction and venue provisions of this Consent Decree, Defendants neither admit nor deny any factual allegations or conclusions of law that Defendants have violated the CWA, SDWA, CSL or PASDWA contained in this Consent Decree

4. For purposes of this Decree, Defendants agree that the Complaint states claims upon which relief may be granted pursuant to Sections 301 and 402 of the CWA, 33 U.S.C. §§ 1311 and 1342, Section 1414 of the SDWA, 42 U.S.C. §§ 300f-300j-26, Sections 201, 401, 601

and 611 of the CSL, 35 P.S. §§ 691. 201, 401, 601 and 611, and Sections 721.5, 721.12 and 721.13 of the PASDWA.

III. APPLICABILITY

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

6. Defendants hereby agree that they shall be bound to perform duties scheduled to occur by this Consent Decree prior to the Effective Date. In the event the Plaintiffs withdraw or withhold consent to this Consent Decree before entry, or the Court declines to enter this Consent Decree, then the preceding requirement to perform duties scheduled to occur before the Effective Date shall terminate.

7. The duties and obligations under this Consent Decree shall not be modified, diminished, terminated or otherwise altered by the transfer of any legal or equitable interest in any Facility or any part thereof. If Defendants intend to transfer any legal or equitable interest in any Facility that is affected by this Consent Decree, Defendants shall serve a copy of this Consent Decree upon the prospective transferee of the legal and equitable interest at least thirty (30) days before the contemplated transfer and shall simultaneously inform EPA, PADEP and the United States of such intent at least thirty (30) days before the contemplated transfer. Unless EPA determines otherwise, transferee must acknowledge and agree to be bound by the terms of the Consent Decree applicable to any legal or equitable interest in any Facility transferred to it. EPA, following receipt of a specific request from Defendants and after consultation with PADEP, in EPA's sole discretion may agree to modify or terminate the duties and obligations

under this Consent Decree that would otherwise be applicable to the transferee upon transfer of the Facility. Among the factors that will be considered are whether the Facility is subject to an NPDES permit or has an associated PWS identification number, the results of any Environmental Audit required by this Consent Decree and compliance with the CWA or SDWA. Defendants waive any right that they may have to challenge the EPA's decision in this regard. Within five (5) days of finalization of any such transfer, Defendants shall provide written notice of the transfer, together with a copy of any written agreements effectuating such a transfer and, if applicable, a letter agreement executed by the transferee acknowledging that it is bound by some or all of the terms of this Consent Decree, to EPA, PADEP, and the United States, in accordance with Section XV of this Decree (Notices).

8. Defendants 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 Consent Decree, as well as to any contractor retained to perform work required under this Consent Decree. Defendants shall condition any such contract upon performance of the work in conformity with the terms of this Consent Decree.

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

IV. DEFINITIONS

10. Terms used in this Consent Decree that are defined in the CWA, SDWA, CSL, or PASDWA or in regulations promulgated pursuant thereto shall have the meanings assigned to them in the relevant statute or such implementing regulations, unless otherwise provided in this

Consent Decree. Whenever the terms set forth below are used in this Consent Decree, the following definitions shall apply:

a. “Category 1 Daily Violation” shall mean any non-consecutive Daily Violation;

b. “Category 1 Monthly Violation” shall mean any non-consecutive Monthly Violation;

c. “Category 2 Daily Violation” shall mean all consecutive Daily Violations for a particular parameter at an Outlet subsequent to a Category 1 Daily Violation;

d. “Category 2 Monthly Violation” shall mean all consecutive Monthly Violations for a particular parameter at an Outlet subsequent to a Category 1 Monthly Violation;

e. “Complaint” shall mean the complaint filed by the United States and PADEP in this action concurrent with the lodging of this Decree;

f. “Consent Decree” or “Decree” shall mean this Decree and all appendices attached hereto (listed in Section XXIII);

g. “Corrective Measures Completion Date” is the date for completion of Corrective Measures identified and required under Schedule CM and Schedule PH, respectively.

h. “Daily Violation” shall mean (i) any exceedance of a maximum daily discharge limitation for any parameters set forth in Defendants’ NPDES permits, as determined by a DMR Sample, or (ii) any failure to attain a minimum daily discharge limitation for any parameter that is required to be measured daily such as dissolved oxygen, chlorine, or pH, as set forth in Defendants’ NPDES permits, as determined by a DMR Sample;

i. “Day” or “day” shall mean a calendar day unless expressly stated to be a business day. In computing any period of time under this Consent Decree, where the last day would fall on a Saturday, Sunday, or federal holiday, the period shall run until the close of business of the next business day;

j. “Defendants” shall mean GSP Management Company, Frank T. Perano, CTW Properties, LLC, Colonial Village, LLC, Country Manor Farms, LLC, Creekwood Village, LLC, RHG Properties, LLC, Green Hill MHC, LLC, Green Top Management, LLC, Heritage Village Management, LLC, Hillside Manor Management, LLC, Indian Run Village, LLC, WTS Properties, LLC, Lincoln Crest Management, LLC, Meadows Sewer Company, ATG Properties, LLC, Melody Lakes Management, LLC, MTM Properties, LLC, North View Manor Management, LLC, Pine Manor, LLC, Rolling Acres Management, LLC, Stony Brook Management, LLC, Sunrise Terrace Management, LLC, The Pines at West Penn, LLC, Walnut Meadows, LLC, Camelot Estates, Breezy Acres, Franklin Community Management, PWC Management, LLC, York Community Management, Indian Creek Village, Orchard Hill Management, LLC, Pennwood Management, LLC, ML Management, LLC and RHG Management Co.;

k. “Diagnostic Sampling” shall mean sampling to determine necessary treatment measures and/or to evaluate the effectiveness of response actions taken. Such sampling of discharges need not occur at the location designated for required sampling pursuant to the respective permit or be taken in accordance with approved test procedures under 40 C.F.R. Part 136;

l. “Discharge Monitoring Report Sample” or “DMR Sample” shall mean a sample required to be taken under any NPDES permit or any sample that is taken in accordance with approved test procedures under 40 C.F.R. Part 136;

m. “Effective Date” shall be the date upon which this Consent Decree is entered by the Court or a motion to enter this Consent Decree is granted, whichever occurs first, as recorded on the Court’s docket;

n. “Effluent Limit Violation” shall mean a Daily Violation or a Monthly Violation;

o. “Environmental Management System” or “EMS” shall mean a management system providing the structure by which specific activities related to environmental protection and compliance can be effectively and efficiently carried out by the Defendants. An integrated EMS shall be developed for Defendants by the EMS Consultant pursuant to Section VII of this Consent Decree and shall meet the requirements set forth in Appendix A;

p. “EMS Consultant” shall mean the independent third party meeting the requirements of Paragraph 29, who is approved by EPA, in consultation with PADEP, and contracted by the Defendants to perform the duties set forth in Paragraphs 27-32, including the development of an EMS and EMS Manual;

q. “EMS Manual” shall mean the document created by the EMS Consultant and approved by EPA pursuant to this Consent Decree, which describes and documents the integrated EMS developed for the Defendants and contains an EMS implementation schedule;

r. “EPA” shall mean the United States Environmental Protection Agency and any of its successor departments or agencies;

s. “Facility” or “Facilities” shall mean Defendants’ MHPs and all associated operations;

t. “Initial Review and Evaluation” shall mean an evaluation of Defendants’ existing environmental management practices and documents to identify where existing systems or subsystems have not been adequately developed or implemented, or need to be enhanced, or new management systems or subsystems need to be developed to adequately address the elements set forth in Section VII and Appendix A;

u. “Initial Environmental Audit” shall mean the first round of Environmental Audits conducted pursuant to the schedule set forth in Section VII of this Consent Decree;

v. “MCL” or “Maximum Contaminant Level” has the same meaning provided under the SDWA and its implementing regulations;

w. “Monthly Violation” shall mean any exceedance of a monthly average discharge limitation for any parameters set forth in Defendants’ NPDES permits, as determined by a DMR Sample;

x. “NOVs” shall mean notices of violation issued by PADEP or EPA;

y. “NPDES” shall mean the National Pollutant Discharge Elimination System defined in 40 C.F.R. § 122.2, and NPDES Permits;

z. “NPDES Permit” shall mean any state-issued or federal-issued permit issued pursuant to any state or federal NPDES program;

aa. “Outlet” shall mean an NPDES permitted discharge point;

bb. “Supplemental Inspection” shall mean the field evaluation of conditions at each treatment works, collection and conveyance system or drinking water system conducted pursuant to the requirements of Section VII of this Consent Decree;

cc. “Treatment Works” shall mean NPDES permitted wastewater treatment systems and plants, including any and all associated collection and conveyance systems and associated apparatus;

dd. “Drinking Water System” shall mean any water supply system and associated apparatus regulated under or operated pursuant to the SDWA or PASDWA;

ee. “Inspection Checklist” shall mean the checklist created by Defendants to be completed during Supplemental Inspections pursuant to Section VII of this Consent Decree;

ff. “Paragraph” shall mean a portion of this Decree identified by an Arabic numeral;

gg. “Parties” shall mean the United States, EPA, PADEP, and Defendants;

hh. “Persistent Noncompliance Issues” shall mean five (5) or more Effluent Limit Violations of a given parameter at an Outlet within any 12-month period or three (3) or more violations of the SDWA at any SDWA regulated facility in any 12-month period. However, at either the Cedar Manor or Pleasant Hills Facilities after the Effective Date of this Consent Decree through the Corrective Measures Completion Date identified in Schedule CM and Schedule PH, respectively, “Persistent Noncompliance Issues” shall mean ten (10) or more Effluent Limit Violations of a given parameter at an Outlet within any 12-month period or three (3) or more violations of the SDWA at either Facility. Following the respective Corrective

Measures Completion Date, Persistent Noncompliance Issues shall revert to the same measure used for all other Facilities;

ii. “Root Cause Analysis” shall mean the process for identifying the underlying cause of any non-compliance with an applicable environmental law or requirement and subsequent steps to be taken to address such non-compliance. It includes the identification of precipitating events, analysis procedures, emergency response plans that describe how the cause of non-compliance will be identified, key processes will be repaired or replaced in the event of a failure, and regulatory reporting will be undertaken. It will also identify corrective and preventive actions to be taken;

jj. “Section” shall mean a portion of this Decree identified by a Roman numeral;

kk. “PADEP” shall mean the Commonwealth of Pennsylvania Department of Environmental Protection, or any successor departments or agencies of the PADEP;

ll. “Environmental Auditor” shall mean the independent third party meeting the requirements of Paragraph 34 who is approved by EPA, in consultation with PADEP, and contracted by the Defendants to perform the Environmental Audits and associated duties required by Section VII;

mm. “United States” shall mean the United States of America, acting on behalf of EPA.

V. CIVIL PENALTY

11. Within the time frame identified in Paragraph 12 of this Consent Decree, Defendants shall pay a total of \$1,339,000.00 as a civil penalty, together with interest accruing

from the date of lodging, at the rate specified in 28 U.S.C. §1961 as of the date of lodging.

12. \$89,000.00, representing the amount awarded PADEP pursuant to pending Pennsylvania administrative enforcement actions, shall be paid to PADEP within thirty (30) days of the Effective Date. \$625,000.00 shall be paid to the United States within thirty (30) days of the Effective Date. \$625,000.00 shall be paid to PADEP pursuant to the following payment schedule: \$100,000.00 within sixty (60) days of the Effective Date; an additional \$105,000.00 within ninety (90) days of the Effective Date; an additional \$105,000.00 within one hundred and twenty (120) days of the Effective Date; an additional \$105,000.00 within one hundred and fifty (150) days of the Effective Date; an additional \$105,000.00 within one hundred and eighty (180) days of the Effective Date; and an additional \$105,000.00 within two hundred and ten (210) days of the Effective Date.

13. Defendants shall make payment to the United States under this Section by FedWire Electronic Funds Transfer (“EFT”) to the U.S. Department of Justice in accordance with written instructions to be provided to Defendants, following entry of this Consent Decree, by the U.S. Attorney’s Office for the Eastern District of Pennsylvania. At the time of payment, Defendants shall send a copy of the EFT authorization form and the EFT transaction record, together with a transmittal letter, which shall state that the payment is for the civil penalty owed pursuant to this Consent Decree in *United States, et al. v. GSP Management Company, et al.*, and shall reference the DOJ case number, 2010V00721, to the United States in accordance with Section XV of this Decree (Notices); by email to acctsreceivable.CINWD@epa.gov; and by mail to:

EPA Cincinnati Finance Office

26 Martin Luther King Drive
Cincinnati, Ohio 45268

14. Defendants shall make payment to PADEP under this Section by certified or cashier's check to the Commonwealth of Pennsylvania, Clean Water Fund and mailed to:

Clean Water Manager
Southcentral Regional Office
Pa. Department of Environmental Protection
909 Elmerton Avenue
Harrisburg, PA 17110

15. Defendants' shall not deduct any penalties paid under this Decree pursuant to this Section or Section IX (Stipulated Penalties) in calculating federal or state or local income tax.

VI. GENERAL COMPLIANCE REQUIREMENTS

16. This Consent Decree in no way affects or relieves Defendants of their responsibility to comply with applicable federal, state, and local laws, regulations, and permits.

17. At all times, Defendants shall operate the Facilities to achieve compliance with all applicable Federal and State environmental laws, including, without limitation, the CWA, SDWA, CSL, PA SDWA, and applicable NPDES and SDWA/PASDWA permits, approvals, regulations or requirements.

18. Defendants shall perform the work required by this Consent Decree in compliance with the requirements of all applicable federal, state, and local laws, regulations, and permits. This Consent Decree is not a permit issued pursuant to any federal, state, or local statute or regulation.

19. Approval of Deliverables. After review of any plan, report, or other item that is required to be submitted pursuant to this Consent Decree, EPA, after consultation with PADEP,

shall 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.

20. If the submission is approved pursuant to 19(a), Defendants 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 19(b) or (c), Defendants 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, subject to Defendants' right to dispute only the specified conditions or the disapproved portions, under Section XI of this Decree (Dispute Resolution).

21. If the submission is disapproved in whole or in part pursuant to Paragraph 19(c) or (d), Defendants shall, within thirty (30) days of receipt of disapproval or such other time as the Parties agree to in writing, correct 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, Defendants shall proceed in accordance with the preceding Paragraph.

22. Any stipulated penalties applicable to the original submission, as provided in Section IX of this Decree (Stipulated Penalties), shall accrue during the 30-Day period or other specified period, but shall not be payable unless the resubmission is untimely or is disapproved in whole or in part; provided that, if the original submission was so deficient as to constitute a

material breach of Defendants' obligations under this Decree, the stipulated penalties applicable to the original submission shall be due and payable notwithstanding any subsequent resubmission.

23. 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 Defendants to correct any deficiencies, in accordance with the preceding Paragraphs, subject to Defendants' right to invoke Dispute Resolution under Section XI and the right of EPA to seek stipulated penalties as provided in the preceding Paragraph.

24. Permits. Where any compliance obligation under this Section requires Defendants to obtain a federal, state, or local permit or approval, Defendants shall submit timely and complete applications and take all other actions necessary to obtain all such permits or approvals. Defendants may seek relief under the provisions of Section X of this Consent Decree (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 Defendants have submitted timely and complete applications and have taken all other actions necessary to obtain all such permits or approvals.

25. Consultants. Third-party consultants selected by Defendants to perform the duties set forth in Section VII of this Consent Decree shall have no direct financial stake in the outcome of the audit(s), inspection(s), or evaluation(s) conducted under the terms of this Consent Decree.

26. Contractors Protocol. Within thirty (30) days of the Effective Date, Defendants shall provide a copy of the Decree to all contractors with responsibilities under this Decree. Within forty five (45) days of the Effective Date, Defendants shall make changes to all existing

contractor protocols to ensure that all contractors with responsibilities under this Decree comply with the terms of this Decree. Within thirty (30) days of the approval of the EMS Manual pursuant to Paragraph 30, Defendants shall refine protocols for and ensure that all contractors with responsibilities under the EMS Manual comply with the terms of the EMS Manual. Contractors with responsibilities under the EMS Manual include, among others, wastewater treatment system operators or inspectors, water system operators or inspectors, environmental compliance personnel, environmental information personnel (e.g., sample takers, system operators, etc.) and related contractors, and may be specifically identified in the EMS manual.

VII. INJUNCTIVE RELIEF

Environmental Management System

27. In accordance with the procedure set forth in Paragraph 29, Defendants shall hire an EMS Consultant to complete an Initial Review and Evaluation to develop an integrated Environmental Management System for Defendants. Defendants shall bear all costs associated with the EMS Consultant, cooperate fully with the EMS Consultant, and provide the EMS Consultant with access to all records, employees, contractors, and Facilities that the EMS Consultant deems reasonably necessary to effectively perform the duties described in Section VII.

28. The EMS shall be prepared in accordance with Appendix A and at a minimum shall include the following:

- a. A procedure for Root Cause Analysis;
- b. An environmental record keeping procedure for each facility, which at a minimum will include:
 - (i) An organization chart by job title identifying all personnel, whether employed or voluntary, with any responsibility or role related to environmental

compliance, including a statement of such roles and responsibility;

(ii) Map(s) and system diagram(s) either existing or created as a result of this Consent Decree identifying as built drawings of all facilities, including collection and conveyance systems, where any Defendants own or operate NPDES permitted treatment facilities or where an Environmental Audit has identified a concern with the collection and conveyance system unless otherwise excepted by this Consent Decree;

(iii) All records required to be maintained pursuant to the CWA or SDWA;

(iv) All maintenance records;

(v) All reports and records required by this Consent Decree;

(vi) All records of corrective actions taken to ensure compliance; and

(vii) Standard operating procedures and operating maintenance manuals.

c. A procedure for amending and updating maps and facility diagrams, as necessary;

d. A list identifying all past and current contractors with environmental compliance related responsibilities;

e. A procedure to ensure contractor compliance, including a statement in all contracts that the contractor "must comply with all applicable local, State and Federal environmental laws, rules, regulations, and permit conditions."

29. Selection of EMS Consultant. No later than ten (10) days after the lodging of this Consent Decree, Defendants shall submit to EPA and PADEP a list of two or more proposed consultants to serve as EMS Consultant, along with the name, affiliation, and address of the proposed consultants; information demonstrating how each proposed consultant has experience in developing and implementing an EMS; information demonstrating that the team proposed to conduct the Initial Review and Evaluation, in composite, has a working process knowledge of the Facilities or similar operations, and has a working knowledge of federal and state environmental requirements that apply to the Facilities; and descriptions of any previous work, contracts, or financial relationships with Defendants. If qualified under this section, the EMS Consultant may be the same as the Environmental Auditor.

a. EPA, after consultation with PADEP, shall notify Defendants of whether it approves any consultant(s) on the list. If EPA, after consultation with PADEP, does not approve

any of the proposed consultants on Defendants' list, then Defendants shall submit another list of proposed consultants to EPA and PADEP within thirty (30) days of receipt of EPA's written notice. If after Defendants have submitted a third list of consultants, which must be submitted within thirty (30) days of receipt of written notice that EPA has not approved any of the consultants on Defendants' second list, the Parties are unable to agree on an EMS Consultant, the Parties agree to resolve the selection of the EMS Consultant through the Dispute Resolution process in Section XI.

b. Within ten (10) days after receipt of EPA's approval, Defendants shall select one consultant from those approved by EPA and shall enter into a contract with the consultant to perform all duties described in Paragraph 30. In the event the consultant(s) approved by EPA are no longer available or willing to accept the work described in Paragraph 30 when notified of their selection by Defendants, then Defendants shall select another consultant approved by EPA and enter into the contract to perform all duties described in Paragraph 30 within thirty (30) days.

30. Duties of the EMS Consultant. Defendants' contract with the EMS Consultant shall require the EMS Consultant to perform the following duties:

a. Conduct and complete an Initial Review and Evaluation for all Defendants' Facilities, prepare a report of the results, and provide such report. This report, and all drafts, data, analysis and work product created in preparation of the report shall also be provided to EPA and PADEP, upon request;

b. Based on the Initial Review and Evaluation results, the requirements of this Consent Decree, and any other relevant information, develop a new integrated EMS for the

Defendants addressing, at a minimum, the 12 key elements in Appendix A;

c. Within 6 months of the date of the contract, draft and submit to EPA and PADEP for review and EPA's approval, an EMS Manual that describes and documents the integrated EMS developed for the Defendants pursuant to Section VII. The EMS Manual shall contain a schedule for each of the described systems and subsystems not already fully implemented and a final deadline to fully implement the EMS. The EMS Manual shall (i) describe or contain, as appropriate, overarching policies, procedures, and programs that comprise the EMS framework, and respective management systems, subsystems, and tasks for the elements listed in Appendix A, and (ii) describe specific procedures for implementing the requirements of this Consent Decree.

31. Upon Defendants' receipt of EPA's approval of the EMS Manual, Defendants, assisted by the EMS Consultant, shall commence implementation of the EMS in accordance with the schedule contained in the EMS Manual and shall ensure that a copy of the EMS Manual is made available to anyone with responsibilities at any of Defendant's facilities. On an annual basis beginning one (1) year after the effective date of the EMS Manual until termination of this Consent Decree, Managers responsible for environmental compliance at each Facility shall certify compliance with the approved EMS Manual or, for any noncompliance, shall submit in the annual certification an explanation of the cause of the noncompliance, remedial steps to be taken, and a date for achieving compliance.

32. Revisions of the EMS Manual. Any revisions to the EMS Manual subsequent to its initial approval must be submitted to EPA and PADEP for review. Material revisions must be approved by EPA. EPA will notify Defendants following its receipt of the proposed revisions

whether approval of those revisions will be required.

Environmental Audits and Inspections

33. Environmental Audits. Defendants shall conduct audits of the Treatment Works, treatment systems, collection and conveyance system and Drinking Water System for each Facility to evaluate whether the systems in place are adequate to ensure and maintain environmental compliance. Environmental Audits shall be conducted according to the schedule and requirements set forth in Section VII and must conform to the requirements identified in Appendix B. Defendants shall bear all costs associated with the Environmental Audits and fees of the Environmental Auditor.

34. All Environmental Audits shall be conducted by a third party consultant with at least five years of experience with the requirements of NPDES permits and SDWA compliance and with treatment systems for and control of relevant effluent parameters in Defendants' NPDES permits (the "Environmental Auditor"). Defendants shall cooperate fully with the Environmental Auditor and provide access to all records, employees, contractors, and Facilities that the Environmental Auditor deems reasonably necessary to effectively perform the Environmental Audits. All reports and recommendations must be signed by a professional engineer. If qualified under this section, the Environmental Auditor may be the same as the EMS Consultant.

a. Within ten (10) days of the lodging of the Consent Decree, Defendants shall propose to EPA for approval, after consultation with PADEP, the selection of two or more consultants to serve as the Environmental Auditor, along with the name, affiliation, and address of the proposed consultant; information demonstrating how each proposed consultant has the

requisite expertise and competence in the regulatory programs under federal and state environmental laws; and a description of any previous work, contracts, or financial relationships with Defendants.

b. EPA, in consultation with PADEP, shall notify Defendants of whether it approves any auditor(s) on the list. If EPA, after consultation with PADEP, does not approve any of the proposed Environmental Auditors on Defendants' list, then Defendants shall submit another list of proposed Environmental Auditors to EPA and PADEP within thirty (30) days of receipt of EPA's written notice. If after Defendants have submitted a third list of proposed Environmental Auditors, which must be submitted within thirty (30) days of receipt of written notice that EPA has not approved any of the auditors on Defendants' second list, the Parties are unable to agree on a Environmental Auditor, the Parties agree to resolve the selection of the Environmental Auditor through the Dispute Resolution process in Section XI.

c. Subsequent to the Initial Environmental Audits, should Defendants seek to contract with an alternative Environmental Auditor, they shall propose two or more proposed consultants according to the requirements of Paragraph 34 at least sixty (60) days prior to any applicable deadline for conducting the Environmental Audits.

35. Initial Environmental Audits. The first round of Environmental Audits shall be conducted according to the following schedule:

a. Within one hundred and twenty (120) days of EPA's approval of an Environmental Auditor pursuant to Paragraph 34, Defendants shall complete Environmental Audits at all Phase I Facilities. Within sixty (60) days of completion of the Phase I environmental audit, the Environmental Auditor shall prepare, and Defendants shall submit to

EPA and PADEP an Environmental Audit Report (“EA Report”) for each Phase I Facility. The Phase I Facilities, described in greater detail in Appendix C, are: Brookhaven MHP, Cedar Manor, Colonial Heritage, Indian Run Village, Mountain View Terrace, Pine Manor MHP, Shady Back Acres, Shamrock Court, and Village at Pleasant Hills. The Environmental Audit for Cedar Manor does not have to include mapping and as built drawings of Cedar Manor’s collection and conveyance system, provided that the collection and conveyance system is replaced pursuant to the schedule identified in Schedule CM, attached and incorporated into this Consent Decree. The Environmental Audit for Village at Pleasant Hills does not have to include a complete analysis of its Waste Water Treatment Plant (WWTP), provided that the WWTP is decommissioned and the Facility is connected to Tilden Township POTW pursuant to the schedule identified in Schedule PH, attached and incorporated into this Consent Decree. The Environmental Audit for Colonial Heritage shall include the heating oil delivery system and related operations; and

b. Within two hundred and twenty (220) days of EPA’s approval of an Environmental Auditor pursuant to Paragraph 34, Defendants shall complete Environmental Audits at all Phase II Facilities. The Phase II Facilities, described in greater detail in Appendix C, are: Alex Acres, Bucknell View, Green Hill MHP, Green Top MHP, Northwood Manor, The Pines at West Penn, and Tiadaghton View MHP. Within sixty (60) days of completion of the Phase II environmental audit, the Environmental Auditor shall prepare, and Defendants shall submit to EPA and PADEP an EA Report for each Phase II Facility; and

c. Within three hundred and sixty-five (365) days of EPA’s approval of an Environmental Auditor pursuant to Paragraph 34, Defendants shall complete Environmental

Audits at all Phase III Facilities. The Phase III Facilities, described in greater detail in Appendix C, are all fifty seven (57) remaining Facilities delineated in Appendix C, but not identified as Phase I or Phase II Facilities. Within sixty (60) days of completion of the Phase III environmental audit, the Environmental Auditor shall prepare, and Defendants shall submit to EPA and PADEP an EA Report for each Phase III Facility; and

d. Upon request, Defendants shall submit all drafts, data, analysis and work product created in preparation of the above EA Reports to EPA and PADEP.

36. Each EA Report shall identify for each applicable Facility any alterations, maintenance, equipment replacement, upgrade, modification, change, improvement, or other measures to the associated Treatment Works, treatment systems, collection and conveyance system, or drinking water system that should be taken to achieve and maintain environmental compliance (the "Corrective Measures"). The EA Report shall also include an expeditious schedule for completing all such Corrective Measures within three hundred and sixty-five (365) days of the required submission date for the EA Report, except that the Corrective Measures for Cedar Manor identified in Schedule CM and for Village at Pleasant Hills identified in Schedule PH may be completed pursuant to the timeframe provided in each such schedule. Corrective Measures for either Cedar Manor or Village at Pleasant Hills identified in an Environmental Audit, but not included in Schedule CM or Schedule PH, respectively, must be completed within a timeframe consistent with the schedule in the EA Report, and consistent with this paragraph. Defendants shall implement and complete all Corrective Measures consistent with the schedule contained in the EA Report and the schedule attached to this Consent Decree, as applicable, unless an extension of time is requested by Defendants at least sixty (60) days before the

completion date and such extension is granted by EPA, following consultation with PADEP. Defendants may request a period of time greater than three hundred and sixty-five (365) days to complete Corrective Measures if an EA Report indicates that such schedule is required for the corrective measures identified.

37. Within ninety (90) days of submission of each EA Report, and every ninety (90) days thereafter until ninety (90) days after all Corrective Measures are complete, Defendants shall submit a status report to EPA and PADEP. Such status report shall include the status of implementation of the Corrective Measures consistent with the schedule in the EA Report, and shall certify implementation of all such measures completed to date pursuant to Section VII.

38. Subsequent Environmental Audits. Starting with the first full quarter after the completion of the Corrective Measures for each Phase, Defendants shall, on an annual basis conduct Environmental Audits at all Facilities where Corrective Measures were performed until the termination of this Consent Decree.

39. Supplemental Inspections. Starting with the first full calendar month after the completion of the Phase I, Phase II or Phase III Environmental Audits, respectively, Defendants shall conduct supplemental inspections at least once a month of each NPDES permitted Treatment Works, treatment system and associated collection and conveyance system and each drinking water system ("Supplemental Inspection"). Supplemental Inspections shall be conducted pursuant to an Inspection Checklist created by the Environmental Auditor and Defendants, subject to review and approval by EPA, following consultation with PADEP, which shall include at a minimum entries for whether: (a) the Treatment Works/Drinking Water System is in good repair; (b) the Treatment Works/Drinking Water System is being properly maintained;

(c) any unauthorized modifications have been made; (d) all required paperwork has been compiled and notifications have been made; (e) there are any visual indications of violations or poor maintenance (sludge or waste in receiving water, taste or odor problems in drinking water, etc.); (f) there is any indication of damage to the Treatment Works/Drinking Water System; (h) all required monitoring has been conducted; (i) any maximum contaminant level (MCL), treatment technique, or action level has been exceeded; (j) facilities are being operated by properly certified water and waste waterworks operators. The Supplemental Inspection Checklist shall be completed at the time of each inspection and signed by the individual completing the inspection, and submitted to EPA and PADEP quarterly, beginning at the end of the first calendar quarter in which the first Supplemental Inspection required by this Decree is required. Supplemental Inspections required by this Section may be conducted by Defendants. Supplemental Inspections required by this Section may also fulfill any identical inspection requirement that may be included in the EMS Manual, as applicable.

40. Defendants shall provide all documents, including any electronic communications, related to the EMS, Environmental Audits, and Supplemental Inspection to EPA and PADEP, upon request by either. Such documents include, without limitation, those in the possession of the EMS Consultant or Environmental Auditor or any other party retained by Defendants' in connection with this matter. Defendants shall provide these documents to EPA and PADEP upon request by either, at the Defendants' own expense. Defendants shall not assert any privilege with regard to any such documents except attorney-client privilege for communications directly between Defendants and counsel, which otherwise qualify for such privilege.

DMR Sample Notification and Violation Tracking

41. Electronic Notification: Upon the Effective Date, Defendants shall implement a system that provides for electronic notification within 24 hours of all DMR Sample results to the manager responsible for environmental compliance at the related Facility as well as any person in any way responsible for day-to-day operation, monitoring or maintenance of NPDES permitted operations. The electronic notification of DMR Sample results shall include all pollutants that are regulated under effluent limits contained in Defendants' NPDES permits, and shall indicate where laboratory results show an Effluent Limit Violation, identifying the Outlet and date when the violation occurred.

Effluent Limit Violation Response

42. Upon the Effective Date, Defendants shall implement a response plan for Effluent Limit Violations, which shall provide for investigation of Effluent Limit Violations and implementation of actions necessary to achieve compliance with the applicable NPDES permit limits. This response plan shall, at a minimum, provide for the following response actions at all Outlets in addition to the requirements of Paragraph 36.

a. Daily Violation Response

(i) **Category 1 Daily Violation.** Upon notification of a Category 1 Daily Violation at any Facility, Defendants shall immediately begin daily monitoring of conditions at the Facility, Diagnostic Sampling, and supplemental treatment of the wastewater. Defendants shall continue daily monitoring, Diagnostic Sampling, and supplemental treatment until one compliant DMR Sample result for that parameter is achieved at the Outlet.

(ii) **Category 2 Daily Violation.** Upon notification of the second and

any subsequent consecutive Daily Violation of the same parameter at the same Outlet (“Category 2 Daily Violation”), Defendants shall continue daily monitoring of conditions at the Outlet, Diagnostic Sampling, and supplemental treatment of wastewater until two (2) consecutive daily compliant DMR Sample results for that parameter are achieved at the Outlet. Defendants shall also consult with an individual with substantial expertise in Clean Water Act compliance and in treatment systems for and control of relevant effluent parameters in Defendants’ NPDES permits, and implement measures recommended by that individual. This individual can be the Environmental Auditor or EMS Consultant.

b. Monthly Violation Response

(i) Category 1 Monthly Violation. Upon notification of a Category 1 Monthly Violation, Defendants shall immediately begin daily monitoring of the conditions at the Outlet, Diagnostic Sampling, and supplemental treatment of wastewater. Defendants shall continue daily monitoring, Diagnostic Sampling, and supplemental treatment until the Outlet meets the monthly average effluent limit.

(ii) Category 2 Monthly Violation. Upon notification of the second and any subsequent consecutive Monthly Violation of the same parameter at the same Outlet (“Category 2 Monthly Violation”), Defendants shall continue daily monitoring of the conditions at the Outlet, Diagnostic Sampling, and supplemental treatment of wastewater until the Outlet meets the monthly average effluent limit for that parameter for two consecutive months. Defendants shall also consult with an individual with substantial expertise in Clean Water Act compliance and in treatment systems for and control of relevant effluent parameters in Defendants’ NPDES permits, and implement measures recommended by that individual.

43. If a Facility has five (5) or more Effluent Limit Violations for the same pollutant parameter within any 12-month period and is not otherwise subject to the requirements of Paragraph 42(a)(ii) or 42(b)(ii), then Defendants shall conduct the response actions identified in Paragraph 42(a)(ii) or 42(b)(ii).

Training

44. Defendants shall provide and require annual formal training for all individuals with environmental responsibilities including, but not limited to: (a) CWA compliance; (b) SDWA compliance; (c) requirements in the EMS Manual; and (d) obligations in this Consent Decree. If State licensing requirements for any such individual already require CWA or SDWA compliance training, and evidence of successful completion of such training has been provided to Defendants, then training under subparagraph (a) or (b), as applicable, will not be required for such individual.

45. Defendants shall provide and require formal annual training for all independent contractors and laboratory personnel on applicable requirements under this Consent Decree and/or any applicable requirements in the EMS Manual.

46. All training under Paragraphs 44-45 shall be documented with the date of training, signatures of attendees, a summary of training topics, and copies of training materials. Such documentation shall be submitted to EPA and PADEP within thirty (30) days of the training, including evidence of successful completion of State training referred to in Paragraph 44.

VIII. REPORTING REQUIREMENTS

47. If Defendants violate, or have reason to believe that they may violate, any

requirement of this Consent Decree, Defendants shall notify the United States and PADEP of such violation and its likely duration, in writing, within seven (7) days of the day Defendants first become aware of the violation, with an explanation of the violation's likely cause and of the remedial steps taken, or to be taken, to prevent or minimize such violation. If the cause of a violation cannot be fully explained at the time the report is due, Defendants shall so state in the report. Defendants shall investigate the cause of the violation and shall then submit an amendment to the report, including a full explanation of the cause of the violation, within thirty (30) days of the Day Defendants become aware of the cause of the violation. Nothing in this Paragraph or the following Paragraph relieves Defendants of their obligation to provide the notice required by Section X of this Consent Decree (Force Majeure).

48. Whenever any violation of this Consent Decree or of any applicable permit or any other event affecting Defendants' performance under this Decree, or the performance of Defendants' Facilities, may pose an immediate threat to the public health or welfare or the environment, Defendants shall notify EPA and PADEP orally or by electronic or facsimile transmission as soon as possible, but no later than 24 hours after Defendants first knew of the violation or event. Defendants shall be deemed to know of any circumstance of which Defendants, any entity controlled by Defendants, or Defendants' contractors with responsibilities under the EMS Manual knew or should have known. This procedure is in addition to the requirements set forth in the preceding Paragraph.

49. All reports shall be submitted to the persons designated in Section XV of this Consent Decree (Notices).

50. Each report submitted by Defendants under this Section shall be signed by an

official of the submitting party and include the following certification:

I certify under penalty of law 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 am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

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

51. The reporting requirements of this Consent Decree do not relieve Defendants of any reporting obligation required by the CWA, SDWA, CSL or any other applicable environmental laws or implementing regulations, or by any other federal, state, or local law, regulation, permit, or other requirement.

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

IX. STIPULATED PENALTIES

53. Defendants shall be liable for stipulated penalties to the United States and PADEP for violations as specified below, unless excused under Section X (Force Majeure). A violation 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.

54. 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.

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

56. Stipulated penalties shall continue to accrue as provided herein during any Dispute Resolution under Section XI, but need not be paid until the following:

a. If the dispute is resolved by agreement or by a decision of EPA or PADEP that is not appealed to the Court, Defendants shall pay accrued penalties determined to be owing, together with interest, to the United States and PADEP within thirty (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, Defendants shall pay all accrued penalties determined by the Court to be owing, together with interest, to the United States and/or PADEP within sixty (60) days of receiving the Court's decision or order, except as provided in subparagraph (c), below.

c. If any Party appeals the Court's decision, Defendants shall pay all accrued penalties determined to be owing, together with interest, within fifteen (15) days of receiving the final appellate court decision.

57. If Defendants fail to pay stipulated penalties according to the terms of this Consent Decree, Defendants 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 Defendants' failure to pay any stipulated penalties.

58. Subject to the provisions of Section XIII of this Consent Decree (Effect of Settlement/Reservation of Rights), the stipulated penalties provided for in this Consent Decree shall be in addition to any other rights, remedies, or sanctions available to the United States or PADEP for Defendants' violation of this Consent Decree or applicable law. Where a violation of this Consent Decree is also a violation of relevant statutory or regulatory requirements, Defendants shall be allowed a credit for any stipulated penalties paid against any statutory penalties imposed for such violation.

59. The Defendant shall pay fifty percent of the total stipulated penalty amount due to the United States and fifty percent to PADEP.

60. Non-Compliance with Consent Decree. The following stipulated penalties shall accrue per violation per Day for each violation of any requirement of this Consent Decree, except for violations covered by stipulated penalties under Paragraphs 62-64 of this Consent Decree:

<u>Penalty Per Violation Per Day</u>	<u>Period of Noncompliance</u>
\$200 per Day or portion thereof	1st through 30th Day
\$400 per Day or portion thereof	31st Day and beyond

61. Defendants shall pay any stipulated penalty pursuant to Paragraphs 60 to the United States and PADEP within thirty (30) days of receiving a written demand by either Plaintiff. The Plaintiff making a demand for payment of a stipulated penalty shall

simultaneously send a copy of the demand to the other.

62. Non-Compliance with NPDES Permit Limits.

a. The following stipulated penalties shall accrue for each Effluent Limit Violation by any of Defendants' Facilities after the Effective Date of this Consent Decree, other than Effluent Limit Violations at Cedar Manor and Pleasant Hills Facilities while each is subject to the Stipulated Penalties identified under Paragraph 62(b) of this Consent Decree:

<u>Per Daily Violation</u>	<u>Category of Noncompliance</u>
\$250	Category 1 Daily Violation
\$350	Category 2 Daily Violation.
<u>Per Monthly Violation</u>	<u>Category of Noncompliance</u>
\$350	Category 1 Monthly Violation
\$450	Category 2 Monthly Violation

b. The following stipulated penalties shall accrue for each Effluent Limit Violation at either the Cedar Manor or Pleasant Hills Facilities after the Effective Date of this Consent Decree through the Corrective Measures Completion Date identified in Schedule CM and Schedule PH, respectively. Following the respective Corrective Measures Completion Date, stipulated penalties shall accrue pursuant to Paragraph 62(a) of this Consent Decree:

<u>Per Daily Violation</u>	<u>Category of Noncompliance</u>
\$100	Category 1 Daily Violation
\$200	Category 2 Daily Violation.
<u>Per Monthly Violation</u>	<u>Category of Noncompliance</u>
\$100	Category 1 Monthly Violation
\$200	Category 2 Monthly Violation

63. Persistent Noncompliance Issues.

a. Except as provided in Paragraph 63(b), below, the following stipulated penalties shall accrue for each Effluent Limit Violation at any Outlet or SDWA violation at any Facility with Persistent Noncompliance Issues in addition to those accruing under Paragraphs 62 or 64:

Additional Penalty Per Daily Violation: \$1,000

Additional Penalty Per Monthly Violation: \$2,000

Additional Penalty Per SDWA Violation: \$500

b. The following stipulated penalties shall accrue for each Effluent Limit Violation at any Outlet or SDWA violation at either the Cedar Manor or Pleasant Hills Facilities with Persistent Noncompliance Issues after the Effective Date of this Consent Decree through the Corrective Measures Completion Date identified in Schedule CM and Schedule PH, respectively. Following the respective Corrective Measures Completion Date, stipulated penalties for Persistent Noncompliance Issues shall accrue pursuant to Paragraph 63(a) of this Consent Decree:

c.

Additional Penalty Per Daily Violation: \$300

Additional Penalty Per Monthly Violation: \$1,000

Additional Penalty Per SDWA Violation: \$500

64. Non-Compliance with Pennsylvania or Federal Safe Drinking Water Act. The following stipulated penalties shall accrue per violation of the SDWA or PASDWA:

Penalty Per Violation of MCL Limits

\$900 per Violation

Penalty Per Violation of Sample, Monitor, Notify or Report Requirements

\$900 per Violation

65. Defendants shall pay any stipulated penalties due as a result of Effluent Limit violations or SDWA violations under Paragraphs 62-64 at the end of the month following the end of each quarter (i.e., by April 30, July 31, October 31, and January 31). Included with each payment shall be a description of each violation, including the date and type of violations, the applicable permit or PWS ID related to the violations, and actions taken to rectify the violation.

66. Defendants shall pay stipulated penalties owing to the United States pursuant to this Section in the manner set forth in Paragraph 13 and with the confirmation notices and

transmittal letter information required by Section XV 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. Defendants shall make payments to PADEP following the procedure specified in Paragraph 14 and notice procedures of this Consent Decree.

X. FORCE MAJEURE

67. “Force Majeure,” for purposes of this Consent Decree, is defined as any event arising from causes beyond the control of Defendants, of any entity controlled by Defendants, or of Defendants’ contractors, that delays or prevents the performance of any obligation under this Consent Decree despite Defendants’ best efforts to fulfill the obligation. The requirement that Defendants 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 such event (a) as it is occurring and (b) after it has occurred to prevent or minimize any resulting delay to the greatest extent possible. “Force Majeure” does not include Defendants’ financial inability to perform any obligation under this Consent Decree.

68. 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, Defendants shall provide notice orally or by electronic or facsimile transmission to EPA and PADEP within 72 hours of when Defendants first knew that the event might cause a delay. Within seven (7) days thereafter, Defendants shall provide in writing to EPA and PADEP 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; Defendants’

rationale for attributing such delay to a Force Majeure event if Defendants' intend to assert such a claim; and a statement as to whether, in the opinion of Defendants, such event may cause or contribute to an endangerment to public health, welfare or the environment. Defendants 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 Defendants from asserting any claim of Force Majeure. Defendants shall be deemed to know of any circumstance of which Defendants, any entity controlled by Defendants, or Defendants' contractors knew or should have known.

69. 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 Defendants in writing of the length of the extension, if any, for performance of the obligations affected by the Force Majeure event.

70. 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 Defendants in writing of its decision.

71. If Defendants elect to invoke the dispute resolution procedures set forth in Section XI (Dispute Resolution), it shall do so no later than fifteen (15) days after receipt of EPA's

notice. In any such proceeding, Defendants 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 Defendants complied with the requirements of Paragraphs 67-68, above. If Defendants carry this burden, the delay at issue shall be deemed not to be a violation by Defendants of the affected obligation of this Consent Decree identified to EPA and the Court.

XI. DISPUTE RESOLUTION

72. 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. Defendants' failure to seek resolution of a dispute under this Section shall preclude Defendants from raising any such issue as a defense to an action by the United States or PADEP to enforce any obligation of Defendants arising under this Decree.

73. 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 Defendants send the United States and PADEP a written Notice of Dispute, which must be sent within thirty (30) days of the event or occurrence in dispute, unless another timeframe is set under this Decree. The Notice of Dispute shall state clearly the matter in dispute. The period of informal negotiations shall not exceed thirty (30) days from the date the dispute arises, 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 ten (10) days after the conclusion of the informal negotiation period, Defendants invoke formal dispute resolution procedures as set forth below.

74. Formal Dispute Resolution. Defendants shall invoke formal dispute resolution procedures, within the time period provided in the preceding Paragraph, by serving on the United States and PADEP 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 relied upon by Defendants.

75. The United States, and PADEP if it elects, shall serve its Statement of Position within forty five (45) days of receipt of Defendants' 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, and shall be developed in consultation with PADEP. The United States' Statement of Position shall be binding on Defendants, unless Defendants file a motion for judicial review of the dispute in accordance with Paragraph 76.

76. Defendants may seek judicial review of the dispute by filing with the Court and serving on the United States and PADEP, in accordance with Section XV of this Consent Decree (Notices), a motion requesting judicial resolution of the dispute. The motion must be filed within ten (10) days of receipt of the United States' Statement of Position pursuant to Paragraphs 74 and 75. 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 for orderly implementation of this Consent Decree.

77. The United States and/or PADEP shall respond to Defendants' motion within the time period allowed by the Local Rules of this Court. Defendants may file a reply memorandum, to the extent permitted by the Local Rules.

78. Standard of Review

a. Disputes Concerning Matters Accorded Record Review. Except as otherwise provided in this Consent Decree, in any dispute brought under this Section 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, Defendants 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 this Section, Defendants shall bear the burden of demonstrating that their position fulfills the terms, conditions, requirements, and objectives of this Consent Decree.

79. The invocation of Dispute Resolution procedures under this Section shall not, by itself, extend, postpone, or affect in any way any obligation of Defendants 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 Defendants do not prevail on the disputed issue, stipulated penalties shall be assessed and paid as provided in Section IX (Stipulated Penalties).

XII. INFORMATION COLLECTION AND RETENTION

80. The United States, PADEP, and their representatives, including contractors, and consultants, shall have the right of entry onto any property under the ownership or control of the Defendants, 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 Defendants or Defendants' representatives, contractors, or consultants;
- d. obtain documentary evidence, including photographs and similar data; and
- e. assess Defendants' compliance with this Consent Decree.

81. Until five years after the termination of this Consent Decree, Defendants shall retain, and shall instruct their contractors and agents with responsibilities pursuant to the EMS Manual to preserve, all non-identical copies of all documents, records, or other information (including documents, records, or other information in electronic form) in Defendants' or their contractors' or agents' possession or control, or that come into Defendants' or their contractors' or agents' possession or control, and that relate in any manner to Defendants' performance of their obligations under this Consent Decree. Defendants and their contractors and agents may consolidate and retain documents, records or other information required to be retained by this

Consent Decree in electronic format. Provided, however, that all such electronically stored information shall have a storage back-up and, a list identifying all such electronically stored documents, records or other information, including the storage location shall be maintained and provided to EPA and PADEP on request. 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, Defendants shall provide copies of any documents, records, or other information required to be maintained under this Paragraph.

82. At the conclusion of the information-retention period provided in the preceding Paragraph, Defendants shall notify the United States and PADEP at least ninety (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, Defendants shall deliver any such documents, records, or other information to EPA or PADEP. Defendants may assert that certain documents, records, or other information are privileged under the attorney-client privilege or any other privilege recognized by federal law. If Defendants assert such a privilege, they 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 Defendants. However, no documents, records, or other information created or generated pursuant to the requirements of this Consent Decree shall be withheld on grounds of privilege.

83. Defendants 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 Defendants seek to protect as CBI, Defendants shall follow the procedures set forth in 40 C.F.R. Part 2.

84. 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 Defendants to maintain documents, records, or other information imposed by applicable federal or state laws, regulations, or permits.

85. Until such time that this Consent Decree is terminated pursuant to Section XVIII, Defendants, their agents and representatives agree not to submit any requests to the PADEP related to the subject matter of this Consent Decree pursuant to the Pennsylvania Right to Know Law, 65 P.S. 67.101 *et seq.* PADEP agrees that it will continue to make available to the Defendants, upon request, for Defendants’ review and copying, PADEP’s public files. Defendants shall be responsible for the costs of copying any such documents maintained in PADEP’s public files. This provision is not intended to restrict Defendants’ right to submit any requests pursuant to the Pennsylvania Right to Know Law to any entity other than PADEP.

XIII. EFFECT OF SETTLEMENT/RESERVATION OF RIGHTS

86. This Consent Decree resolves the civil claims of the United States and PADEP alleged in the Complaint filed in this action, as further identified in Table 1, attached thereto.

87. The United States and PADEP 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 or PADEP to obtain penalties or injunctive relief under the

CWA, SDWA, CSA, PASDWA or implementing regulations, or under other federal or state laws, regulations, or permit conditions, except as described in Paragraph 86. The United States and PADEP further reserve all legal and equitable remedies to address any imminent and substantial endangerment to the public health or welfare or the environment arising at, or posed by, Defendants' Facilities, whether related to the violations addressed in this Consent Decree or otherwise.

88. In any subsequent administrative or judicial proceeding initiated by the United States or PADEP for injunctive relief, civil penalties, or other appropriate relief relating to the Defendants' violations, Defendants 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 or PADEP 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 this Consent Decree, and described in Table 1.

89. This Consent Decree is not a permit, or a modification of any permit, under any federal, state, or local laws or regulations. Defendants are responsible for achieving and maintaining complete compliance with all applicable federal, state, and local laws, regulations, and permits; and Defendants' 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 and PADEP do not, by their consent to the entry of this Consent Decree, warrant or aver in any manner that Defendants' compliance with any aspect of this Consent Decree shall result in compliance with provisions of the CWA, SDWA, CSL, PA SDWA or with

any other provisions of federal, state, or local laws, regulations, or permits. Defendants must obtain any permit (including NPDES permits), authorization or approval that may be required to comply with any provision of this Consent Decree.

90. This Consent Decree does not limit or affect the rights of Defendants or of the United States or PADEP 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 Defendants, except as otherwise provided by law.

91. 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.

92. The Defendants agree that the Pennsylvania Environmental Hearing Board (“EHB”) does not have jurisdiction over any actions taken or decisions made by PADEP pursuant to this Consent Decree, including a notice that stipulated civil penalties are due, and waive any right that they may have to appeal any such actions or decisions to the EHB. The PADEP, in its sole discretion, reserves the right to amend or issue permits applicable to any Facility to incorporate work plans and/or schedules approved pursuant to this Consent Decree. Defendants waive any right they may have to appeal any such actions by the PADEP, as they pertain to the incorporation of such work plans and/or schedules, to the EHB or any Court.

93. Within ten (10) days of the Effective Date of this Consent Decree, Defendants shall withdraw all appeals to the Pennsylvania Commonwealth Court docketed at *1040 C.D. 2011* and *26 C.D. 2012*. Within ten (10) days of the Effective Date of this Consent Decree, PADEP shall inform the Environmental Hearing Board that its civil penalty complaints docketed at *2010-051-CP-L*, *2010-052-CP-L*, and *2011-020-CP-L* have been resolved and shall request

that these matters be marked as closed and discontinued.

94. By the execution of this Consent Decree, Defendants release and shall hold harmless the United States and PADEP, their instrumentalities, agents, and employees, in their official and personal capacities, of any and all liability or claims arising out of or otherwise related to the negotiations leading to this Consent Decree and all matters contained therein. In addition, Defendants release and hold harmless the Plaintiffs, their instrumentalities, agents, and employees, both current and former, in their official and personal capacities, of any and all liability or claims arising out of or otherwise related to in any way to the subject matter of this Consent Decree or the Complaint.

XIV. COSTS

95. The Parties 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 Defendants.

XV. NOTICES

96. Unless otherwise specified herein, whenever notifications, submissions, reports, or communications are required by this Consent Decree, they shall be made in writing and addressed as follows:

To the United States:

Chief, Civil Division
United States Attorney
615 Chestnut Street, Suite 1250
Philadelphia, PA 19106

To EPA:

NPDES Enforcement Branch Chief
U.S. EPA Region III
1650 Arch Street, 3WP42
Philadelphia, PA 19103

To PADEP

Manager, Clean Water Program
Southcentral Regional Office
PADEP
909 Elmerton Avenue
Harrisburg, PA 17110

To Defendants:

Frank T. Perano
GSP Management Co
P.O. Box 677
Morgantown, PA 19543

With a copy to:

Dan Schranghamer
General Counsel
GSP Management Co.
800 West 4th Street
Suite 200
Williamsport, PA 17701

97. Any Party may, by written notice to the other Parties, change its designated notice recipient or notice address provided above.

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

XVI. RETENTION OF JURISDICTION

99. 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 XI (Dispute Resolution) or XVII (Modification) or effectuating or enforcing compliance with the terms of this Decree.

XVII. MODIFICATION

100. 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.

101. Application for construction grants, State Revolving Loan Funds, or any other grants or loans, or other delays caused by inadequate Facility planning or plans and specifications on the part of Defendants shall not be cause for extension of any required compliance date in this Consent Decree.

102. Any disputes concerning modification of this Decree shall be resolved pursuant to Section XI of this Decree (Dispute Resolution); provided, however, that, instead of the burden of proof provided by Paragraph 78, 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

103. After Defendants have completed the requirements of this Decree, have thereafter maintained continuous satisfactory compliance with this Consent Decree for a period of four (4) years, have complied with all other requirements of this Consent Decree, including those relating to the Injunctive Relief under Section VII of this Consent Decree, and have paid the civil penalty

and any accrued stipulated penalties as required by this Consent Decree, Defendants may serve upon the United States and PADEP a Request for Termination, stating that Defendants have satisfied those requirements, together with all necessary supporting documentation. Defendants may seek termination of Facility specific requirements of this Consent Decree for any individual Facility for which all requirements under this Consent Decree have been completed and the Facility has maintained continuous satisfactory compliance with this Consent Decree for a period of four (4) years.

104. Following receipt by the United States and PADEP of Defendants' Request for Termination, the Parties shall confer informally concerning the Request and any disagreement that the Parties may have as to whether Defendants have satisfactorily complied with the requirements for termination of this Consent Decree. If the United States, after consultation with PADEP, agrees that the Decree may be terminated, the Parties shall submit, for the Court's approval, a joint stipulation terminating the Decree.

105. If the United States, after consultation with PADEP, does not agree that the Decree may be terminated, Defendants may invoke Dispute Resolution under Section XI of this Decree. However, Defendants shall not seek Dispute Resolution of any dispute regarding termination, under Section XI, until sixty (60) days after service of Defendants' Request for Termination.

XIX. PUBLIC PARTICIPATION

106. This Consent Decree shall be lodged with the Court for a period of not less than thirty (30) days for public notice and comment in accordance with 28 C.F.R. § 50.7. The United States and PADEP reserve the right to withdraw or withhold their consent if the comments

regarding this Consent Decree disclose, or the United States or PADEP otherwise discover facts or considerations indicating that this Consent Decree is inappropriate, improper, or inadequate. Defendants consent to entry of this Consent Decree without further notice and agree 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 or PADEP has notified Defendants in writing that it no longer supports entry of the Decree.

XX. SIGNATORIES/SERVICE

107. Each undersigned representative of the Defendants, the Assistant Attorney General for the Environment and Natural Resources Division of the Department of Justice, and the undersigned representative of PADEP 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 or Parties that he or she represents to this document.

108. This Consent Decree may be signed in counterparts, and its validity shall not be challenged on that basis. Defendants agree 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.

XXI. INTEGRATION

109. This Consent Decree constitutes the final, complete, and exclusive agreement and understanding among the Parties with respect to the settlement embodied in the Consent Decree and supersedes all prior agreements and understandings, whether oral or written, concerning the settlement embodied herein. Other than deliverables that are subsequently submitted and

approved pursuant to this Consent Decree, no other document, nor any representation, inducement, agreement, understanding, or promise, constitutes any part of this Consent Decree or the settlement it represents, nor shall it be used in construing the terms of this Consent Decree.

XXII. FINAL JUDGMENT

110. 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, and Defendants. The Court finds that there is no just reason for delay and therefore enters this judgment as a final judgment under Fed. R. Civ. P. 54 and 58.

XXIII. APPENDICES

111. The following appendices, schedules, tables and exhibits are attached to and made part of this Consent Decree:

- Appendix A: Compliance Focused Environmental Management System Elements;
- Appendix B: Environmental Audit Requirements;
- Appendix C: List of Defendants' Mobile Home Parks;
- Table 1: NPDES and SDWA Violations;
- Schedule CM; and
- Schedule PH.

SO ORDERED THIS _____ DAY OF _____, 2012.


United States District Judge
Eastern District of Pennsylvania

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of *United States, et al. v. GSP Management Company, et al.*


FOR THE UNITED STATES OF AMERICA

ZANE DAVID MEMEGER
United States Attorney

Date: 9.26.12


MARGARET L. HUTCHINSON
Assistant United States Attorney
Chief, Civil Division

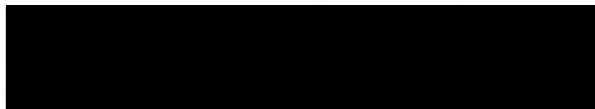
Date: 9.28.12


Gregory B. David
Assistant United States Attorney

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of *United States, et al. v. GSP Management Company, et al.*,

FOR THE UNITED STATES OF AMERICA

Date: 9/27/12



Ignacia S. Moreno
Assistant Attorney General
Environment and Natural
Resources Division
U.S. Department of Justice

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of *United States, et al. v. GSP Management Company, et al.*,

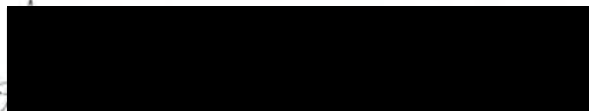
FOR THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

Date: 8/9/12



CYNTHIA GILES
Assistant Administrator
Office of Enforcement and Compliance Assurance
United States Environmental Protection Agency

Date: 8/8/12



PAMELA J. MAZAKAS
Acting Director
Office of Civil Enforcement
Office of Enforcement and Compliance Assurance
United States Environmental Protection Agency

Date: 8/3/12



MARK POLLINS
Division Director
Water Enforcement Division
Office of Civil Enforcement
Office of Enforcement and Compliance Assurance
United States Environmental Protection Agency

Date: 7/31/2012




BENJAMIN BAHK
Water Enforcement Division
Office of Civil Enforcement
Office of Enforcement and Compliance Assurance
United States Environmental Protection Agency
1200 Pennsylvania Ave., NW (2243A)
Washington, DC 20460
Telephone: 202-564-4293
Facsimile: 202-564-002

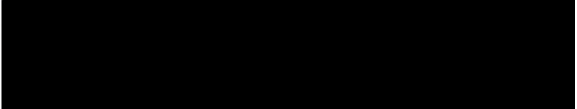
THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of *United States, et al. v. GSP Management Company, et al.*,

FOR THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY


Date: 7/23/12


SHAWN M. GARVIN
Regional Administrator
U.S. Environmental Protection Agency, Region III
1650 Arch Street
Philadelphia, PA 19103-2029

Date: 7/16/2012


MARCIA E. MULKEY
Regional Counsel
U.S. Environmental Protection Agency, Region III
1650 Arch Street
Philadelphia, PA 19103-2029


Date: 7/12/12


DOUGLAS FRANKENTHALER
Assistant Regional Counsel
U.S. Environmental Protection Agency, Region III
1650 Arch Street
Philadelphia, PA 19103-2029

Frank T. Perano, Member


CTW Properties, LLC

Date: 7/11/12

By: 
Frank T. Perano, Member


Green Hill MHC, LLC

Date: 7/11/12

By: 
Frank T. Perano, Member


Green Top Management, LLC

Date: 7/11/12

By: 
Frank T. Perano, Member


Heritage Village Management, LLC

Date: 7/11/12

By: 
Frank T. Perano, Member


Hillside Manor Management, LLC

Date: 7/11/12

By: 
Frank T. Perano, Member
(also d/b/a Franklin Community Management)


Indian Run Village, LLC

Date: 7/11/12

By: 
Frank T. Perano, Member

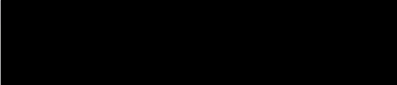
Lincoln Crest Management, LLC

Date: 7/11/12

By: 
Frank T. Perano, Member


Meadows Sewer Company

Date: 7/11/12

By: 
Frank T. Perano, President

Melody Lakes Management, LLC

Date: 7/11/12

By: 
Frank T. Perano, Member


ML Management, LLC

Date: 7/11/12

By: 
Frank T. Perano, Member


MTM Properties, LLC

Date: 7/11/12

By: 
Frank T. Perano, Member


North View Manor Management, LLC

Date: 7/11/12

By: 
Frank T. Perano, Member

Orchard Hill Management, LLC

Date: 7/11/12

By: 
Frank T. Perano, Member


Pennwood Management, LLC

Date: 7/11/12

By: 
Frank T. Perano, Member


Pine Manor, LLC

Date: 7/11/12

By: 
Frank T. Perano, Member


PWC Management, LLC

Date: 7/11/12

By: 
Frank T. Perano, Member


Date: 7/11/12

RHG Properties, LLC

By: 
Frank T. Perano, Member
(also d/b/a RHG Management Co.)

Date: 7/11/12

Rolling Acres Management, LLC

By: 
Frank T. Perano, Member
(also d/b/a Franklin Community Management)

Date: 7/11/12

Stony Brook Management, LLC

By: 
Frank T. Perano, Member


Date: 7/11/12

Sunrise Terrace Management, LLC

By: 
Frank T. Perano, Member


Date: 7/11/12

The Pines at West Penn, LLC

By: 
Frank T. Perano, Member


Walnut Meadows, LLC

Date: 7/11/12

By: 
Frank T. Perano, Member

WTS Properties, LLC

Date: 7/11/12

By: 
Frank T. Perano, Member
(also d/b/a York Community Management)

Date: _____

John E. Riley, Esq.
Vaira & Riley, P.C.
Counsel for Defendants

Walnut Meadows, LLC

Date: _____

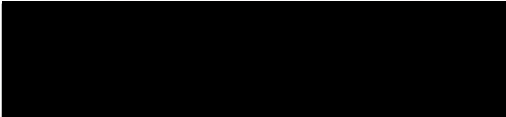
By: _____
Frank T. Perano, Member

WTS Properties, LLC

Date: _____

By: _____
Frank T. Perano, Member
(also d/b/a York Community Management)

Date: 7/11/12



John E. Riley, Esq.
Vaira & Riley, P.C.
Counsel for Defendants