

AMITY TOWNSHIP  
RESOLUTION NO. i7-16

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE TOWNSHIP OF AMITY, BERKS COUNTY, PENNSYLVANIA AUTHORIZING THE EXECUTION OF THE CONSENT ORDER AND AGREEMENT BETWEEN THE TOWNSHIP AND THE COMMONWEALTH OF PENNSYLVANIA, DEPARTMENT OF ENVIRONMENTAL PROTECTION

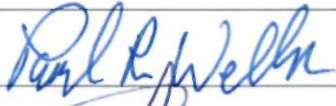
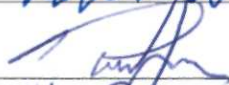

WHEREAS, the Township of Amity ("Amity") has agreed to enter into a Consent Order and Agreement ("Agreement") with the Commonwealth of Pennsylvania, Department of Environmental Protection ("DEP"); and

WHEREAS, DEP requires a Resolution adopted by the Amity Township Board of Supervisors ("Board") approving the Agreement and authorizing the execution of the Agreement by the appropriate officers of the Board.

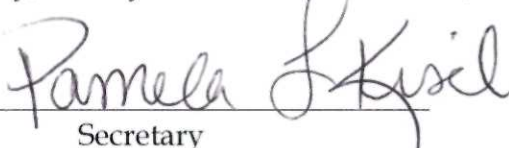
NOW, THEREFORE, BE IT RESOLVED, by the Board of Supervisors of the Township of Amity, Berks County, Pennsylvania, that:

1. The Agreement is hereby approved;
2. The appropriate officers of the Board are hereby authorized to execute the Agreement attached hereto as Exhibit "A"; and
3. The Agreement shall become effective when executed by DEP.

TOWNSHIP OF AMITY

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I certify that this is a true and correct copy of a Resolution adopted by the Board of Supervisors of the Township of Amity, Berks County, Pennsylvania on November 15, 2017.

Attest:   
Secretary

COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION

In the matter of:

Amity Township : The Clean Streams Law  
2004 Weavertown Road : NPDES Permit No. PA0070351  
Douglassville, PA 19518 : Amity Township, Berks County

**CONSENT ORDER AND AGREEMENT**

This Consent Order and Agreement ("COA") is entered into this 17<sup>th</sup> day of November 2017, by and between the Commonwealth of Pennsylvania, Department of Environmental Protection ("Department") and Amity Township ("Amity").

**FINDINGS**

The Department has found and determined the following:

A. The Department is the agency with the duty and authority to administer and enforce the Pennsylvania Sewage Facilities Act, the Act of January 24, 1966, P.L. (1965) 1535, as amended, 35 P.S. § 750.1 et seq. ("Sewage Facilities Act"); the Pennsylvania Clean Streams Law, the Act of June 22, 1937, P.L. 1987, as amended, 35 P.S. § 691.1 et seq. ("The Clean Streams Law"); Section 1917-A of the Administrative Code, the Act of April 9, 1929, P.L. 177, as amended, 71 P.S. § 510-17 ("Administrative Code") and the rules and regulations promulgated thereunder, and which has been delegated authority to administer the National Pollutant Discharge Elimination ("NPDES") permit program under the Federal Clean Water Act, 33 U.S.C § 1342.

B. Amity is a municipality as defined in section 1 of the Clean Streams Law, 35 P.S. § 691, with a mailing address of 2004 Weavertown Road, Douglassville, Pennsylvania 19518.

C. Amity owns and operates public sewerage facilities under the provisions of NPDES Permit No. PA0070351. Amity's sewerage facilities are part of a publicly-owned treatment works ("POTW") that consists of a wastewater treatment plant ("WWTP"), nine sewage pumping stations and a sanitary sewer collection and conveyance system ("SSCS"). The POTW includes the public SSCS located within the boundaries of Amity Township and parts of Douglass, Earl and Union Townships that connect to Amity's SSCS and WWTP.

D. NPDES Permit No. PA0070351 which was issued by the Department pursuant to Sections 201 and 202 of The Clean Streams Law, 35 P.S. §§ 691.201 and 691.202. NPDES Permit No. PA0070351 became effective on July 1, 2010, and expired at midnight on June 30, 2015. Amity's application for NPDES Permit renewal was received by the Department on December 30, 2014 and the WWTP discharge continues to be authorized under its NPDES Permit by virtue of its timely renewal application.

E. Amity owns and operates nine sewage pumping stations as part of the POTW. The design, construction and operation of the sewage pumping stations was approved by the Department through Water Quality Management Part II Permits ("WQM Part II Permit"). A list of the approved WQM Part II Permits for each sewage pumping station are listed below:

<b>Amity Sewage Pumping Station</b>	<b>WQM Part II Permit No.</b>
P.S. #1 (Amityville)	0695401
P.S. #2 (Amity Garden)	0672409 T-1
P.S. #3 (Route 422 South)	0605406
P.S. #4 (Monocacy Station)	0602412
P.S. #5 (Manatawny Creek)	0695401
P.S. #6 (Cider Mill)	0696411
P.S. #7 (Rosecliffe point)	0601401
P.S. #8 (Sunset Knoll)	0601407
P.S. #9 (Woods Edge)	0698405 98-1

F. Section 207 of the Clean Streams Law, 35 P.S. § 691.207, titled, "Approval of Plans, Designs, and Relevant Data by the Department," states:

"All plans, designs, and relevant data for the construction of any new sewer system, or for the extension of any existing sewer system, by a municipality, or for the extension of any existing construction, except as provided in Section (b) and a location of any treatment works or intercepting sewers by a person or municipality, shall be submitted to the Department for its approval before the same are constructed or erected or acquired. Any such construction or erection which has not been approved by the Department by written permit, or any treatment works not operated or maintained in accordance with the rules and regulations of the Department, is hereby also declared to be a nuisance and abatable as herein provided."

G. Department Executive Order 2012-11 outlines the tracking, review and approval of WQM Part II Permits. The Executive Order states that only those permit applications determined to be administratively complete and technically adequate during the completeness review process may be approved.

H. 25 Pa. Code § 94.12 requires a permittee to prepare and submit a complete and accurate Annual Municipal Wasteload Management Report ("Chapter 94 Report"). Each Chapter 94 Report must contain all applicable items listed under 25 Pa. Code § 94.12(a) to be considered complete. The report's accuracy is determined by an administrative and technical review by the Department.

I. Section 1 of Title 25 PA Code Chapter 94, the Department's Municipal Wasteload Management Regulations, contains the following definitions:

- i. Hydraulic Overload—The condition that occurs when the monthly average flow entering a plant exceeds the hydraulic design capacity for 3-consecutive months out of the preceding 12 months or when the flow in a portion of the sewer system exceeds its hydraulic carrying capacity.
- ii. Capacity—The rated ability of the plant to receive and effectively treat a specified load. When the term is used in reference to a pump station or sewer system, the term refers to the rated ability to effectively convey a specified load.
- iii. Hydraulic Design Capacity—The maximum monthly design flow, expressed in millions of gallons per day, at which a plant is expected to consistently provide the required treatment or at which a conveyance structure, device or pipe is expected to properly function without creating a backup, surcharge or overflow. This capacity is specified in the water quality management permit (Part II permit issued under Chapter 91).
- iv. Corrective Action Plan ("CAP")—A plan and schedule developed by the permittee of a sewerage facility which has an existing or projected overload. A CAP establishes actions needed and a schedule to reduce the overload and provide needed capacity.

These definitions have been interpreted by the Courts and those definitions are also incorporated herein.

J. Chapter 94 requires, among other things, the submission of information on the condition and conveyance capacity of the sewer system and sewage pumping stations. If Department determines that the capacity of the sewer system and sewage pumping stations is being exceeded or is projected to be exceeded within the next two years (for sewage pumping stations) the permittee is required to submit information on the overload condition, along with a CAP. Any CAP submitted for overload conditions must be reviewed and approved by the Department.

K. At times between 2012 and 2017, Amity submitted information indicating hydraulic overload conditions at sewage pumping stations and in areas of the sewer system along the SR662 sewer interceptor and tributary to sewage pumping stations. The Department contends that Amity failed to submit administratively and technically complete Chapter 94 Reports, specifically data and information regarding Peak Hourly Flows at its sewage pumping stations.

L. At times between 2012 and 2017, Amity reported fifteen sanitary sewer overflows (“SSO’s”) or pollution incidents where untreated or partially treated sewage and sewage solids to the surface of the ground and to waters of the Commonwealth. The dates and locations of the reported SSO’s and pollution incidents are listed in the table below:

<b>SSO/Incident Date</b>	<b>Violation Summary</b>
April 22, 2012	SSO at Willowwood Drive
April 23, 2012	SSO at Lilac Lane
June 6, 2012	SSO at PS #5
September 17, 2012	SSO at 395 West Benjamin Franklin Hwy.
January 30, 2013	SSO at PS #7 (Rosecliffe) & MH 61 (PS #2)
June 17, 2013	SSO at PS #7 (Rosecliffe)
June 26, 2013	SSO at Old Airport Rd force main
January 6, 2014	SSO at MH 61 (PS #2)
May 1, 2014	SSO at PS#1
July 15, 2014	SSO at Old Airport Rd.
February 4, 2015	SSO at MH 61 (PS #2)
July 27, 2015	Sludge Spill at STP
February 3, 2016	SSO at PS #2
April 3, 2017	SSO at PS #1
April 3, 2017	SSO at MH 61 (PS #2)

As part of the negotiations for the execution of this COA, the Department agrees to resolve the violations listed in Paragraphs L, Z and AA, without the assessment of a civil penalty.

Pump Station Flow Metering and Leaf Creek/SR662 Corrective Action Plan

M. On May 6, 2013, after reviewing Amity’s 2012 Annual Wasteload Report, the Department notified Amity that certain sanitary sewer manholes in the vicinity of sewage pumping stations #1 and #5 were in existing hydraulic overload. The Department requested that Amity submit a CAP within 90 days to address the hydraulic overload. Additionally, the Department stated that Amity must implement a connection prohibition against new connections to the hydraulically overloaded sections of the sanitary sewer collection and conveyance system.

N. On May 31, 2013, Amity submitted a proposed CAP to the Department to address hydraulic overloads within Amity's sewer system along Route 662.

O. On July 10, 2013, Amity submitted an updated proposed CAP to the Department to address hydraulic overloads within Amity's sewer system along Route 662

P. On August 8, 2013, the Department approved a CAP to address the hydraulic overload along the Route 662 gravity sewer line in the sanitary sewer collection and conveyance system. The Department's CAP approval letter requested that Amity submit progress reports every six months until the CAP conditions had been satisfied.

Q. On August 23, 2013, the Department received a request from Amity's consultant, to revise the approved CAP. The consultant requested that scheduled date of completion for eliminating hydraulic overload conditions for Amity's sewer system along Route 662 be revised from December 2014 to December 2015.

R. On August 26, 2013, the Department approved the requested date change for eliminating hydraulic overload conditions along the Route 662 interceptor. The Department also approved of Amity's completion of installing flow metering data at each sewage pumping station by December 2017. The Department additionally requested that Amity submit a progress report every six months until all conditions detailed within the approved CAP were satisfied. The first progress report was due on March 31, 2014.

S. On March 17, 2014, the Department received Amity's first progress report letter. The progress report letter stated that the planning tasks to eliminate hydraulic overload along the Route 662 interceptor were on schedule with the approved CAP.

T. On May 20, 2014, the Department notified Amity that the approved CAP schedule for submission of all permit applications by December 2013 had not been met. The Department contacted Amity's consultant, who requested that the CAP schedule for submission of all permits be changed to December 2014. The Department approved of the change.

U. On September 12, 2014, the Department received another progress report from Amity regarding the Leaf Creek/SR662 Interceptor CAP. In its progress report, Amity stated that it was still negotiating land acquisitions and easements for the utility right-of-way and that the approved CAP timelines for submission of Part II permit applications and the project design, bid and construction of the interceptor were still viable.

## Pump Stations #2, #4 & #7 Corrective Action Plans

V. On May 23, 2014, after reviewing Amity's 2013 Annual Wasteload Report, the Department notified Amity that sewage pumping stations #2, #4 and #7 were in existing hydraulic overload. The Department requested submission of a CAP to address the existing hydraulic overload. Additionally, the Department requested that Amity submit an updated 2013 Chapter 94 Report to include additional information to meet data requirements. The Department further stated, in accordance with 25 Pa. Code § 91.21, that Amity must implement a connection prohibition against new connections to the hydraulically overloaded sections of the sanitary sewer collection and conveyance system.

W. Between 2014 and the present, the Department and Amity met several times to discuss the proposed CAP, exchanged correspondence, and approved amendments to the CAP for pump stations #2, 4 and #7. On August 24, 2017, Entech Engineering, Amity's contracted engineering firm, submitted a letter to the Department certifying that 'Data from 2014 through today indicates peak flow from the [PS#7] flow meter do not exceed the capacity of one pump and no dual run events have occurred.' "The Department acknowledges Entech's statement that PS#7 is not hydraulically overloaded. However, this does not preclude the Department from determining hydraulic overload conditions exist at PS#7 with future flow data submissions.

X. On July 14, 2015, February 12, 2016, and May 12, 2016, the Department mailed technical deficiency letters to Amity.

Y. From 2016-2017, the Department and Amity met to discuss hydraulic overload conditions in Amity's SSCS, resolution of technical deficiencies and possible corrective actions.

Z. In July 2016, Amity submitted a WQM Part II Permit application for the Leaf Creek Interceptor project. The Department and Amity are currently in communication to address technical deficiencies in the WQM Part II Permit application.

AA. On September 22, 2017, the Department approved the following WQM Part II Permits:

- i. WQM Part II Permit No. 0616402 for the Amity Township Sewage Pumping Station #4 project.
- ii. WQM Part II Permit No. 0616405 for the Amity Township Leaf Creek Interceptor project.
- iii. WQM Part II Permit No. 0616408 for the Amity Township Sewage Pumping Station #2 project.

BB. The conditions described in Paragraph L, above, are contrary to the requirements of Sections 201 and 202 of the Clean Streams Law, 35 P.S. §§ 691.201 and 691.202.

CC. The violations described in paragraph BB, above, constitute unlawful conduct under Section 611 of The Clean Streams Law, 35 P.S. § 691.611; and subject Amity to a claim for civil penalties under Section 605 of The Clean Streams Law, 35 P.S. § 691.605.

### **ORDER**

After full and complete negotiation of all matters set forth in this COA and upon mutual exchange of covenants contained herein, the parties desiring to avoid litigation and intending to be legally bound, it is hereby ORDERED by the Department and AGREED to by Amity as follows:

1. **Authority.** This COA is an Order of the Department authorized and issued pursuant to Section 5 of the Clean Streams Law, 35 P.S. § 691.5; and Section 1917-A of the Administrative Code, 71 P.S. § 510-17.

2. **Findings.**

a. Amity agrees that the findings in Paragraphs A through CC are true and correct, and in any matter or proceeding involving Amity and the Department, Amity shall not challenge the accuracy or validity of these findings.

b. The parties do not authorize any other persons to use the findings in this CACP in any matter or proceeding.

3. **Corrective Action.**

**Pump Station #2**

a. By **December 6, 2017**, Amity shall advertise the Pump Station #2 project for bids.

b. Within **sixty (60) days** of awarding bids, Amity shall issue a notice to proceed to the contractor awarded the project to begin construction. The contractor shall begin construction within thirty (30) calendar days of the notice.

c. Within **one hundred eighty (180) days** of the start of construction, Amity shall complete construction. Amity shall verify completion of construction by



submission of the Construction Certificate within thirty (30) days of completed construction operations. The construction completion date shall be established by the Construction Certification.

#### Pump Station #4

- d. By **December 6, 2017**, Amity shall advertise the Pump Station #4 project for bids.
- e. Within **sixty (60) days** of awarding bids, Amity shall issue a notice to proceed to the contractor awarded the project to begin construction. The contractor shall begin construction within thirty (30) calendar days of the notice.
- f. Within **one hundred eighty (180) days** of the start of construction, Amity shall complete construction. Amity shall verify completion of construction by submission of the Construction Certificate within thirty (30) days of completed construction operations. The construction completion date shall be established by the Construction Certification.

#### Leaf Creek Interceptor

- g. By **December 6, 2017**, Amity shall advertise the Leaf Creek Interceptor project for bids.
- h. Within **sixty (60) days** of awarding bids, Amity shall issue a notice to proceed to the contractor awarded the project to begin construction. The contractor shall begin construction within thirty (30) calendar days of the notice.
- i. Within **four hundred (400) days** of the start of construction, Amity shall complete construction. Amity shall verify completion of construction by submission of the Construction Certificate within thirty (30) days of completed construction operations. The construction completion date shall be established by the Construction Certification.
- j. Within **fifteen (15) days** of completing the corrective actions identified in Paragraphs 3.a, 3.b, 3.d, 3.e, 3.g and 3.h, above, Amity shall submit written verification to the Department of the date the action was completed.
- k. If the Department requires additional information to review or approve any submittal necessary to comply with this COA, Amity shall submit the requested information within **thirty (30) calendar days** of the date of the

Department's notice that such information is required; however, upon written request, including a justification from Amity, the Department may allow an extension for such a submittal. The Department will use best efforts to provide a timely review of all information provided by Amity and its contracted engineering firms.

**4. Stipulated Civil Penalties.**

a. In the event Amity fails to comply in a timely manner with any term or provisions of this COA, Amity shall be in violation of this COA and, in addition to other applicable remedies, shall pay a civil penalty in the amount determined under the following schedule:

i. For any violation of Paragraphs 3.a through 3.i, above, \$100.00 per day for each violation, and \$200.00 per day for each violation extending beyond the first 30 days.

ii. For any SSO from any manhole or sewage pumping station that is reported within four (4) hours of discovery by Amity to the Department, Amity shall pay a civil penalty of \$100.00 per day or any part thereof. For any SSO that is not reported within four (4) hours of discovery to the Department, Amity shall pay a civil penalty of \$1,000.00 per day or any part thereof.

b. Stipulated civil penalty payments shall be payable monthly on or before the thirtieth (30<sup>th</sup>) day of each succeeding month, and shall be made by corporate check or the like, made payable to “Commonwealth of Pennsylvania, Clean Water Fund”, and sent to Erick M Ammon, Environmental Protection Compliance Specialist, DEP Clean Water Program, 909 Elmerton Avenue, Harrisburg, PA, 17110-8200

c. Any payment under this Paragraph shall neither waive the Amity duty to meet its obligations under this COA nor preclude the Department from commencing an action to compel Amity compliance with the terms and conditions of this COA. The payment resolves only Amity liability for civil penalties arising from the violations of this COA for which the payment is made.

**5. Additional Remedies.**

a. In the event Amity fails to comply with any provision of this COA, the Department may, in addition to the remedies prescribed herein, pursue any remedy available for a violation of an order of the Department, including an action to enforce this COA.

b. The remedies provided by this Paragraph and Paragraph 4 (Stipulated Civil Penalties) are cumulative and the exercise of one does not preclude the exercise of any other. The failure of the Department to pursue any remedy shall not be deemed to be a waiver of that remedy. The payment of a stipulated civil penalty, however, shall preclude any further assessment of civil penalties for the violation for which the stipulated penalty is paid.

6. **Reservation of Rights.** The Department reserves the right to require additional measures to achieve compliance with applicable law. Amity reserves the right to challenge any action which the Department may take to require those measures.

7. **Liability of Operator.** Amity shall be liable for any violations of the COA, including those caused by, contributed to, or allowed by its officers, agents, employees, or contractors. Amity also shall be liable for any violation of this COA caused by, contributed to, or allowed by its successors and assigns.

8. **Transfer of Site.**

a. The duties and obligations under this COA shall not be modified, diminished, terminated or otherwise altered by the transfer of any legal or equitable interest in the Facility or any part thereof.

b. If Amity intends to transfer any legal or equitable interest in the Facility which is affected by this COA Amity shall serve a copy of this COA upon the prospective transferee of the legal and equitable interest at least thirty (30) days prior to the contemplated transfer and shall simultaneously inform the Southcentral Regional Office of the Department of such intent.

The Department in its sole discretion may agree to modify or terminate Amity's duties and obligations under this COA upon transfer of the Facility. Amity waives any right that it may have to challenge the Department's decision in this regard.

9. **Correspondence with Department.** All correspondence with the Department concerning this COA shall be addressed to:

Erick M. Ammon  
Environmental Protection Compliance Specialist  
Clean Water Program  
PADEP Southcentral Regional Office  
909 Elmerton Avenue  
Harrisburg, PA 17110  
Ph: 717.705.4775  
Fax: 717.705.4760  
Email: [eammon@pa.gov](mailto:eammon@pa.gov)

10. **Correspondence with Amity.** All correspondence with Amity concerning this COA shall be addressed to:

Troy Bingaman  
Township Manager  
Amity Township  
2004 Weavertown Road  
Douglassville, PA 19518  
Ph: 610.689.6000 x 270  
Email: [tbingaman@amitytownship.com](mailto:tbingaman@amitytownship.com)

Amity shall notify the Department whenever there is a change in the contact person's name, title, or address. Service of any notice or any legal process for any purpose under this COA, including its enforcement, may be made by mailing a copy by first class mail to the above address.

11. **Force Majeure.**

a. In the event that Amity is prevented from complying in a timely manner with any time limit imposed in this COA solely because of a strike, fire, flood, act of God, or other circumstance beyond Amity's control and which Amity, by the exercise of all reasonable diligence, is unable to prevent, then Amity may petition the Department for an extension of time. An increase in the cost of performing the obligations set forth in this COA shall not constitute circumstances beyond Amity's control. Amity's economic inability to comply with any of the obligations of this COA shall not be grounds for any extension of time.

b. Amity shall only be entitled to the benefits of this Paragraph if it notifies the Department within five (5) working days by telephone and within ten (10) working days in writing of the date it becomes aware or reasonably should have become aware of the event impeding performance. The written submission shall include all necessary documentation, as well as a notarized affidavit from an authorized individual specifying the reasons for the delay, the expected duration of the delay, and the efforts which have been made and are being made by Amity to mitigate the effects of the event and to minimize the length of the delay. The initial written submission may be supplemented within ten working days of its submission. Amity's failure to comply with the requirements of this Paragraph specifically and in a timely fashion shall render this Paragraph null and of no effect as to the particular incident involved.

c. The Department will decide whether to grant all or part of the extension requested on the basis of all documentation submitted by Amity and other information available to the Department. In any subsequent litigation, the Amity shall have the burden of proving that the Department's refusal to grant the requested extension was an abuse of discretion based upon the information then available to it.

12. **Severability.** The Paragraphs of this COA shall be severable and should any part hereof be declared invalid or unenforceable, the remainder shall continue in full force and effect between the parties.

13. **Entire Agreement.** This COA shall constitute the entire integrated agreement of the parties. No prior or contemporaneous communications or prior drafts shall be relevant or admissible for purposes of determining the meaning or extent of any provisions herein in any litigation or any other proceeding.

14. **Attorney Fees.** The parties shall bear their respective attorney fees, expenses and other costs in the prosecution or defense of this matter or any related matters, arising prior to execution of this COA.

15. **Modifications.** No changes, additions, modifications, or amendments of this COA shall be effective unless they are set out in writing and signed by the parties hereto.

16. **Titles.** A title used at the beginning of any Paragraph of this COA be used to aid in the construction of that Paragraph, but shall not be treated as controlling

17. **Decisions Under Consent Order.** Any decision which the Department makes under the provisions of this COA, including a notice that stipulated civil penalties are due, is intended to be neither a final action under 25 Pa. Code § 1021.2, nor an adjudication under 2 Pa. C.S. § 101. Any objection which Amity may have to the decision will be preserved until the Department enforces this COA.

18. **Termination.** Paragraph 5 of this COA shall terminate when Amity has completed to the Department's satisfaction the actions required in Paragraph 3.c, 3.f and 3.i, above, and paid any stipulated penalties due under Paragraph 4. Thereafter, the requirements of this COA shall automatically terminate without any further action by the Department or Amity Township.

IN WITNESS WHEREOF, the parties hereto have caused this COA to be executed by their duly authorized representatives. The undersigned representatives of Amity certify under penalty of law, as provided by 18 Pa. C.S. § 4904, that they are authorized to execute this COA on behalf of Amity; that Amity consents to the entry of this COA as a final ORDER of the Department; and that Amity hereby knowingly waives its right to appeal this COA and to challenge its content or validity, which rights may be available under Section 4 of the Environmental Hearing Board Act, Act of July 13, 1988, P.L. 530, 35 P.S. § 7514; the Administrative Agency Law, 2 Pa. C.S. § 103(a) and Chapters 5A and 7A; or any other provisions of law.

FOR AMITY TOWNSHIP:

FOR THE COMMONWEALTH OF PENNSYLVANIA,  
DEPARTMENT OF ENVIRONMENTAL PROTECTION:

Kimberly McFadden 11/15/17  
Chairperson of Board Date

Maria D. Bebenek 11/17/17  
Date  
Maria D. Bebenek, P.E.  
Program Manager,  
Clean Water Program

Pamela Kisel 11/15/17  
Name: Date  
Secretary/Treasurer for Amity Township

Beth Liss Shuman 11/17/2017  
Date  
Beth Liss Shuman  
Assistant Counsel