

**UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION III
Philadelphia, Pennsylvania 19103**

In the Matter of:	:	
	:	
KNOUSE FOODS COOPERATIVE, INC.	:	U.S. EPA Docket No. CWA-03-2023-0009
53 EAST HANOVER STREET	:	
BIGLERVILLE, PA 17307	:	
	:	PROCEEDING UNDER SECTION
Respondent.	:	309(g) OF THE CLEAN WATER ACT, 33
	:	U.S.C. § 1319
KNOUSE FOODS COOPERATIVE, INC.	:	
800 PEACH GLEN-IDAVILLE ROAD	:	
PEACH GLEN, PA 17375,	:	
	:	
Facility.	:	
	:	

CONSENT AGREEMENT

I. PRELIMINARY STATEMENT

1. This Consent Agreement is entered into by the Division Director of the Enforcement & Compliance Assurance Division, U.S. Environmental Protection Agency, Region III (“Complainant”) and Knouse Foods Cooperative, Inc. (“Respondent”) (collectively the “Parties”), pursuant to Sections 301 and 402 of the Clean Water Act, 33 U.S.C. §§ 1311 and 1342 (“CWA”), and the Consolidated Rules of Practice Governing the Administrative Assessment of Civil Penalties and the Revocation, Termination or Suspension of Permits (“Consolidated Rules of Practice”), 40 C.F.R. Part 22. Section 309 of the CWA, 33 U.S.C. §§ 1319, authorizes the Administrator of the U.S. Environmental Protection Agency to assess penalties and undertake other actions required by this Consent Agreement. The Administrator has delegated this authority to the Regional Administrator who, in turn, has delegated the authority to enter into agreements concerning administrative penalties to the Complainant. This Consent Agreement and the attached Final Order (hereinafter jointly referred to as the “Consent Agreement and Final Order”) resolve Complainant’s civil penalty claims against Respondent under Section 309 of the CWA, 33 U.S.C. § 1319, for the violations alleged herein.

2. In accordance with 40 C.F.R. §§ 22.13(b) and 22.18(b)(2) and (3) of the Consolidated Rules of Practice, Complainant hereby simultaneously commences and resolves this administrative proceeding.

II. JURISDICTION

3. The U.S. Environmental Protection Agency (“EPA”) has jurisdiction over the above-captioned matter, as described in Paragraph 1, above.
4. The Consolidated Rules of Practice govern this administrative adjudicatory proceeding pursuant to 40 C.F.R. § 22.1(a)(6) in assessing Class II penalties under Section 309(g).

III. GENERAL PROVISIONS

5. For purposes of this proceeding only, Respondent admits the jurisdictional allegations set forth in this Consent Agreement and Final Order.
6. Except as provided in Paragraph 5, above, Respondent neither admits nor denies the specific factual allegations set forth in this Consent Agreement.
7. Respondent agrees not to contest the jurisdiction of EPA with respect to the execution of this Consent Agreement, the issuance of the attached Final Order, or the enforcement of this Consent Agreement and Final Order.
8. For purposes of this proceeding only, Respondent hereby expressly waives its right to contest the allegations set forth in this Consent Agreement and waives its right to appeal the accompanying Final Order.
9. Respondent consents to the assessment of the civil penalty stated herein, to the issuance of any specified compliance order herein, and to any conditions specified herein.
10. Respondent shall bear its own costs and attorney’s fees in connection with this proceeding.
11. Pursuant to Section 309(g)(4)(A) of the CWA, 33 U.S.C. § 1319(g)(4)(A), and 40 C.F.R. § 22.45(b), EPA is providing public notice and an opportunity to comment on the Consent Agreement prior to issuing the Final Order.

IV. FINDINGS OF FACT AND CONCLUSIONS OF LAW

12. In accordance with 40 C.F.R. §§ 22.13(b) and 22.18(b)(2) and (3) of the Consolidated Rules of Practice, Complainant alleges and adopts the Findings of Fact and Conclusions of Law set forth immediately below.
13. Section 402(a) of the CWA, 33 U.S.C. § 1342(a), provides that the Administrator of EPA may issue permits under the National Pollutant Discharge Elimination System (“NPDES”) program for the discharge of pollutants from point sources to waters of the United States. The discharges are subject to specific terms and conditions as prescribed in the permit. Section 402(b) of the CWA, 33 U.S.C. § 1342(b), provides for the authorization of state programs to issue NPDES permits.

14. Pursuant to Section 402(b) of the CWA, 33 U.S.C. § 1342(b), EPA authorized the Commonwealth of Pennsylvania to administer the NPDES program. The Pennsylvania Department of Environmental Protection (“PADEP”) issues NPDES permits in Pennsylvania.
15. Pursuant to Section 402(i) of the CWA, 33 U.S.C. § 1342(i), EPA retains its authority to take enforcement action within Pennsylvania for NPDES permit violations.
16. As a corporation incorporated in the Commonwealth of Pennsylvania, Respondent is a “person” within the meaning of Section 502(5) of the CWA, 33 U.S.C. § 1362(5).
17. Section 301(a) of the CWA, 33 U.S.C. § 1311(a), prohibits the discharge of any pollutant by any person into waters of the U.S. except in compliance with sections 301, 302, 306, 307, 318, 402, and 404 of the CWA.
18. “Discharge of a pollutant” means “[a]ny addition of any ‘pollutant’ or combination of pollutants to ‘waters of the United States’ from any ‘point source’.” 40 C.F.R. § 122.2 *See also* 33 U.S.C. § 1362(12).
19. Respondent owns and operates an industrial wastewater treatment facility (“WWTF” or “Facility”), associated with its fruit processing operations, which is located at 800 Peach Glen-Idaville Road, Peach Glen, PA 17375. The WWTF discharges food processing wastewater to Bermudian Creek.
20. Respondent’s operation of the WWTF has been subject to Pennsylvania National Pollutant Discharge Elimination System (“PA NPDES”) Industrial Permit No. PA0262072 (“Industrial Permit”) which regulates discharges from Respondent’s WWTF into Bermudian Creek. In accordance with Section 402 of the CWA, the Commonwealth of Pennsylvania, through PADEP, issued the Industrial Permit, No. PA0262072, to Knouse on April 20, 2016. The Industrial Permit became effective on May 1, 2016, and was set to expire on April 20, 2021, but was administratively extended until PADEP issues a new permit. This Industrial Permit regulates discharges of industrial and sanitary wastewater from the Facility.
21. Respondent is authorized to discharge pollutants, in the form of wastewater from the WWTF, to waters of the United States in accordance with the terms and conditions of its Industrial Permit.
22. In addition, in accordance with Section 402 of the CWA, 33 U.S.C. § 1342, the Commonwealth of Pennsylvania, through PADEP, authorized coverage under General Stormwater Permit, No. PAG033543, to Knouse. The Stormwater Permit became effective September 24, 2016 and was set to expire on September 23, 2021 but PADEP administratively extended all PAG-03 general permits on September 18, 2021. (51 Pa. Bulletin 6112 (Sept. 18, 2021)). The extended Stormwater Permit will expire on September 23, 2022.

23. Bermudian Creek is a tributary of the Conewago Creek in York County, Pennsylvania. The Conewago Creek flows to the Susquehanna River; and the Bermudian Creek, Conewago Creek and the Susquehanna River are “waters of the United States” within the meaning of Section 502(7) of the CWA, 33 U.S.C. § 1362(7). These waters discharge to the Chesapeake Bay.
24. The WWTF discharged wastewater into Bermudian Creek through a “point source” as that term is defined at Section 502(14) of the CWA, 33 U.S.C. § 1362(14).
25. On September 4, 2020, representatives of EPA inspected the WWTF for purposes of determining compliance with the Industrial Permit (“Inspection”).
26. On November 13, 2020, EPA sent Respondent a copy of its Site inspection report (“EPA Inspection Report”).

Count I
Industrial NPDES Permit No. PA0262072 Effluent Violations

27. The information and allegations in the preceding paragraphs of this Consent Agreement are incorporated herein by reference.
28. Part A.I. of the Industrial Permit (Effluent Limitations, Monitoring, Recordkeeping and Reporting Requirements, p. 2-6) defines effluent limitations and monitoring requirements for Outfall 001 and Outfall 002 discharges.
29. Respondent has discharged wastewater from Outfall 001 and Outfall 002 in excess of its Industrial Permit’s effluent discharge limitations on approximately one-hundred and twenty (120) occasions since 2017. A summary of the exceedances identified are set forth in Attachment 1, below.
30. Based on the above assertions and allegations, EPA concludes that Respondent violated Part A.I. of the Industrial Permit during the periods set forth in Table in Attachment 1, below.
31. In failing to comply with Sections 301 and 402 of the CWA, 33 U.S.C. §§ 1311 and 1342, Respondent is subject to the assessment of penalties under Section 309 of the CWA, 33 U.S.C. §1319.

Count II
Stormwater NPDES Permit No. PAG033543 Violation
Failure to Prevent Pollution

32. The information and allegations in the preceding paragraphs of this Consent Agreement are incorporated herein by reference.

33. Part C.II.B. of the Stormwater Permit (Special Conditions, BMPs Applicable to All Permittees, Pollution Prevention and Exposure Minimization, p. 19) states:

The permittee shall minimize the exposure of manufacturing, processing, and material storage areas (including loading and unloading, storage, disposal, cleaning, maintenance, and fueling operations) to rain, snow, snowmelt, and runoff in order to minimize pollutant discharges by either locating industrial materials and activities inside or protecting them with storm resistant coverings wherever feasible.

34. During the EPA Inspection, the EPA Inspector made the following observations:
- a. Rice hulls used in the juice pressing process spilled on the impervious surface outside a storage silo and process building in Drainage Area 4.
 - b. Staining and what appeared to be garbage truck leachate on the ground at the garbage pad and garbage truck loading dock in Drainage Area 4. Facility representatives stated that all runoff from the area drains to the industrial sewer.
 - c. Staining on the wall and the ground at the corn syrup receiving station. Facility representatives said that all runoff from the area drains to the industrial sewer. A spill kit and drip buckets were observed at the receiving station.
35. Based on the above assertions and allegations, EPA concludes that Respondent violated Part C.II.B. of the Stormwater Permit.
36. In failing to comply with Section 402 of the CWA, 33 U.S.C. § 1342, Respondent is subject to the assessment of penalties under Section 309 of the CWA, 33 U.S.C. §1319.

V. CIVIL PENALTY

37. In settlement of EPA’s claims for civil penalties for the violations alleged in this Consent Agreement, Respondent consents to the assessment of a civil penalty in the amount of **TWO HUNDRED THIRTY THOUSAND DOLLARS (\$230,000)**, which Respondent shall be liable to pay in accordance with the terms set forth below.
38. The civil penalty is based upon EPA’s consideration of a number of factors, including the penalty criteria (“statutory factors”) set forth in Section 309(g) of the CWA, 33 U.S.C. § 1319(g), including, the following: the nature, circumstances, extent and gravity of the violation(s), and the violator’s ability to pay, any prior history of such violations, the degree of culpability, economic benefit or savings resulting from the violation, and such other matters as justice may require. These factors were applied to the particular facts and circumstances of this case and adjusted in accordance with the appropriate Adjustment of Civil Monetary Penalties for Inflation, pursuant to 40 C.F.R. Part 19, and the applicable EPA memoranda addressing EPA’s civil penalty policies to account for inflation. The civil penalty is also based upon a Certification by Respondent of its ability

to pay a civil penalty. This Certification was voluntarily submitted to EPA by Respondent. In this Certification, Respondent has stated that global supply chain issues, labor shortages, and general economic conditions have substantially and negatively impacted Knouse Foods’ cash flow and overall financial condition. Therefore, the Parties have agreed that Respondent will pay the civil penalty in the dollar amount set forth in Paragraph 37, above, in settlement of the above-captioned action, in four (4) monthly installments, with interest, as set forth in Paragraph 39, below. Complainant has relied upon the Certification provided by Respondent, and, based upon that information, it is Complainant’s conclusion that the Respondent has established that it is unable to pay the full amount of the civil penalty identified and set forth in Paragraph 37, above, within thirty (30) days of the effective date of this Consent Agreement and that a payment plan of the nature and duration set forth below is necessary and appropriate.

39. Pursuant to the provisions of this Consent Agreement and based on Respondent’s certified statement, Respondent will remit a total civil penalty (principal) of \$230,000.00 and interest (calculated at the rate of 2% per annum on the outstanding principal balance) in the amount of \$472.76, in accordance with the installment payment schedule set forth in the chart, immediately below:

	Payment Principle	Payment Interest	Total	Payments	Timing
Payment 1	\$ 57,432.92	\$ 185.28	\$ 57,618.19	\$ 57,618.19	Within 30 days of the effective date of the Consent Agreement and Final Order
Payment 2	\$ 57,474.44	\$ 143.75	\$ 57,618.19	\$ 57,618.19	Within 60 days of the effective date of the Consent Agreement and Final Order
Payment 3	\$ 57,522.36	\$ 95.83	\$ 57,618.19	\$ 57,618.19	Within 90 days of the effective date of the Consent Agreement and Final Order
Payment 4	\$ 57,570.28	\$ 47.92	\$ 57,618.19	\$ 57,618.19	Within 120 days of the effective date of the Consent Agreement and Final Order

- a. If Respondent fails to make timely payment of any one of the required installment payments in accordance with the installment payment schedule set forth, immediately above, the entire unpaid balance of the penalty and all accrued interest shall become due immediately upon such failure, and Respondent shall immediately pay the entire remaining principal balance of the civil penalty along with any interest that has accrued up to the time of such payment. In addition, Respondent shall be liable for, and shall pay, applicable interest, administrative

handling charges and late payment penalty charges as described in Paragraphs 41 through 45, below, in the event of any such failure or default.

- b. Respondent may, at any time after commencement of payments under the installment payment schedule, elect to pay the entire principal balance, together with accrued interest to the date of such full payment.
40. Payment of the civil penalty amount, and any associated interest, administrative fees, and late payment penalties owed, shall be made by either cashier's check, certified check or electronic wire transfer, in the following manner:

- a. All payments by Respondent shall include reference to Respondent's name and address, and the Docket Number of this action, EPA Docket No. CWA-03-2023-0009;
- b. All checks shall be made payable to the "United States Treasury";
- c. All payments made by check and sent by regular mail shall be addressed and mailed to:

U.S. Environmental Protection Agency
Cincinnati Finance Center
P.O. Box 979077
St. Louis, MO 63197-9000

- d. For additional information concerning other acceptable methods of payment of the civil penalty amount see:

<https://www.epa.gov/financial/makepayment>

- e. A copy of Respondent's check or other documentation of payment of the penalty using the method selected by Respondent for payment shall be sent simultaneously by email to:

Natalie L. Katz
Senior Assistant Regional Counsel
katz.natalie@epa.gov

and

U.S. EPA Region III Regional Hearing Clerk
R3_Hearing_Clerk@epa.gov.

41. Pursuant to 31 U.S.C. § 3717 and 40 C.F.R. § 13.11, EPA is entitled to assess interest and late payment penalties on outstanding debts owed to the United States and a charge to cover the costs of processing and handling a delinquent claim, as more fully described

below. Accordingly, Respondent's failure to make timely payment of the penalty as specified herein shall result in the assessment of late payment charges including interest, penalties and/or administrative costs of handling delinquent debts.

42. Payment of the civil penalty is due and payable immediately upon the effective date of this Consent Agreement and Final Order. Receipt by Respondent or Respondent's legal counsel of such copy of the fully executed Consent Agreement and Final Order, with a date stamp indicating the date on which the Consent Agreement and Final Order was filed with the Regional Hearing Clerk, shall constitute receipt of written initial notice that a debt is owed as of the effective date of this Consent Agreement and Final Order by Respondent in accordance with 40 C.F.R. § 13.9(a).
43. INTEREST: Interest on the civil penalty assessed in this Consent Agreement and Final Order will begin to accrue on the effective date of this Consent Agreement and Final Order. However, EPA will not seek to recover interest on any amount of the civil penalties that is paid within thirty (30) calendar days after the effective date of this Consent Agreement and Final Order. Interest will be assessed at the rate of the United States Treasury tax and loan rate in accordance with 40 C.F.R § 13.11(a).
44. ADMINISTRATIVE COSTS: The costs of the EPA's administrative handling of overdue debts will be charged and assessed monthly throughout the period a debt is overdue. 40 C.F.R. § 13.11(b). Pursuant to Appendix 2 of EPA's *Resources Management Directives – Case Management*, Chapter 9, EPA will assess a \$15.00 administrative handling charge for administrative costs on unpaid penalties for the first thirty (30) day period after the payment is due and an additional \$15.00 for each subsequent thirty (30) days the penalty remains unpaid.
45. LATE PAYMENT PENALTY: A late payment penalty of six percent per year will be assessed monthly on any portion of the civil penalty that remains delinquent more than ninety (90) calendar days. 40 C.F.R. § 13.11(c). Should assessment of the penalty charge on the debt be required, it shall accrue from the first day payment is delinquent. 31 C.F.R. § 901.9(d).
46. Respondent agrees not to deduct for federal tax purposes the civil penalty assessed in this Consent Agreement and Final Order.
47. The Parties consent to service of the Final Order by e-mail at the following valid email addresses: katz.natalie@epa.gov (for Complainant), and sgould@mcneeslaw.com and emccaalley@mcneeslaw.com (for Respondent).

VI. GENERAL SETTLEMENT CONDITIONS

48. By signing this Consent Agreement, Respondent acknowledges that this Consent Agreement and Final Order will be available to the public and represents that, to the best of Respondent's knowledge and belief, this Consent Agreement and Final Order does not

contain any confidential business information or personally identifiable information from Respondent.

49. Respondent certifies that any information or representation it has supplied or made to EPA concerning this matter was, at the time of submission, true, accurate, and complete and that there has been no material change regarding the truthfulness, accuracy or completeness of such information or representation. EPA shall have the right to institute further actions to recover appropriate relief if EPA obtains evidence that any information provided and/or representations made by Respondent to the EPA regarding matters relevant to this Consent Agreement and Final Order, including information about respondent's ability to pay a penalty, are false or, in any material respect, inaccurate. This right shall be in addition to all other rights and causes of action that EPA may have, civil or criminal, under law or equity in such event. Respondent and its officers, directors and agents are aware that the submission of false or misleading information to the United States government may subject a person to separate civil and/or criminal liability.

VII. CERTIFICATION OF COMPLIANCE

50. Respondent certifies to EPA, upon personal investigation and to the best of its knowledge and belief, that it currently is in compliance with the Industrial Permit.

VIII. OTHER APPLICABLE LAWS

51. Nothing in this Consent Agreement and Final Order shall relieve Respondent of its obligation to comply with all applicable federal, state, and local laws and regulations, nor shall it restrict EPA's authority to seek compliance with any applicable laws or regulations, nor shall it be construed to be a ruling on the validity of any federal, state or local permit. This Consent Agreement and Final Order does not constitute a waiver, suspension or modification of the requirements of the Clean Water Act, 33 U.S.C. §§ 1251 et seq., or any regulations promulgated thereunder.

IX. RESERVATION OF RIGHTS

52. This Consent Agreement and Final Order resolves only EPA's claims for civil penalties for the specific violations alleged against Respondent in this Consent Agreement and Final Order. EPA reserves the right to commence action against any person, including Respondent, in response to any condition which EPA determines may present an imminent and substantial endangerment to the public health, public welfare, or the environment. This settlement is subject to all limitations on the scope of resolution and to the reservation of rights set forth in Section 22.18(c) of the Consolidated Rules of Practice, 40 C.F.R. § 22.18(c). EPA reserves any rights and remedies available to it under the Clean Water Act, the regulations promulgated thereunder and any other federal law or regulation to enforce the terms of this Consent Agreement and Final Order after its effective date. Respondent reserves whatever rights or defenses it may have to defend itself in any such action.

X. EXECUTION /PARTIES BOUND

53. This Consent Agreement and Final Order shall apply to and be binding upon the EPA, the Respondent and the officers, directors, employees, contractors, successors, agents and assigns of Respondent. By his or her signature below, the person who signs this Consent Agreement on behalf of Respondent is acknowledging that he or she is fully authorized by the Respondent to execute this Consent Agreement and to legally bind Respondent to the terms and conditions of this Consent Agreement and Final Order.

XI. EFFECTIVE DATE

54. Pursuant to 40 C.F.R. § 22.45(b), this Consent Agreement and Final Order shall be issued only after a 40-day public notice and comment period is concluded. This Consent Agreement and Final Order will become final and effective thirty (30) days after having been signed by the Regional Administrator or his delegate, the Regional Judicial Officer, and filed with the Regional Hearing Clerk.

XII. ENTIRE AGREEMENT

55. This Consent Agreement and Final Order constitutes the entire agreement and understanding between the Parties regarding settlement of all claims for civil penalties pertaining to the specific violations alleged herein and there are no representations, warranties, covenants, terms, or conditions agreed upon between the Parties other than those expressed in this Consent Agreement and Final Order.

For Respondent: Knouse Foods Cooperative, Inc.

Date:

9/26/22

By:

Mervyn D'Souza
Mervyn D'Souza, VP of Technical Services

For the Complainant:

After reviewing the Consent Agreement and other pertinent matters, I, the undersigned Director of the Enforcement & Compliance Assurance Division of the United States Environmental Protection Agency, Region III, agree to the terms and conditions of this Consent Agreement and recommend that the Regional Administrator, or his/her designee, the Regional Judicial Officer, issue the attached Final Order.

By: _____
[Signature and Date]
Karen Melvin, Director
Enforcement & Compliance Assurance Division
U.S. EPA – Region III
Complainant

Attorney for Complainant:

By: _____
[Signature and Date]
Natalie L. Katz
Senior Assistant Regional Counsel
U.S. EPA – Region III

Attachment 1

- Permit No. PA0262072 Effluent Exceedances (October 2017 – May 2022)

Monitoring Period End Date	Parameter	DMR Value	Permit Limit	Unit	Limit Type
10/31/2017	Total Nitrogen	24.3	24	mg/L	Daily Maximum
10/31/2017	Total Nitrogen	24.3	12	mg/L	Average Monthly
10/31/2017	Total Phosphorus	2.1	1	mg/L	Average Monthly
10/31/2017	Total Phosphorus	2.1	2	mg/L	Daily Maximum
11/30/2017	Total Phosphorus	1.3	1	mg/L	Average Monthly
11/30/2017	Total Phosphorus	2.7	2	mg/L	Daily Maximum
12/31/2017	Total Nitrogen	29.7	24	mg/L	Daily Maximum
12/31/2017	Total Phosphorus	2.3	2	mg/L	Daily Maximum
1/31/2018	Total Nitrogen	40	24	mg/L	Daily Maximum
1/31/2018	Total Phosphorus	0.861678	0.816327	kg/d	Average Monthly
1/31/2018	Total Phosphorus	2.6	2	mg/L	Daily Maximum
1/31/2018	Total Phosphorus	1.6	1	mg/L	Average Monthly
3/31/2018	Dissolved Oxygen	4.9	5	mg/L	Minimum
3/31/2018	Total Suspended Solids	63	30	mg/L	Average Monthly
4/30/2018	Total Suspended Solids	64	30	mg/L	Average Monthly
5/31/2018	Total Nitrogen	26	24	mg/L	Daily Maximum
5/31/2018	Total Nitrogen	9.977324	9.84127	kg/d	Average Monthly
5/31/2018	Total Phosphorus	1.19	1	mg/L	Average Monthly
5/31/2018	Total Phosphorus	2.9	2	mg/L	Daily Maximum
5/31/2018	Total Phosphorus	2.267574	1.632653	kg/d	Daily Maximum
5/31/2018	Total Phosphorus	0.907029	0.816327	kg/d	Average Monthly
5/31/2018	Total Zinc	0.090703	0.07619	kg/d	Average Monthly
6/30/2018	Total Nitrogen	14.05896	9.84127	kg/d	Average Monthly
6/30/2018	Total Nitrogen	41	24	mg/L	Daily Maximum
6/30/2018	Total Nitrogen	43.99093	19.68254	kg/d	Daily Maximum
6/30/2018	Total Nitrogen	14.08	12	mg/L	Average Monthly
6/30/2018	Total Suspended Solids	46	30	mg/L	Average Monthly
7/31/2018	Total Nitrogen	23.58277	19.68254	kg/d	Daily Maximum
8/31/2018	Total Aluminum	0.907029	0.745125	kg/d	Daily Maximum
8/31/2018	Total Aluminum	0.95	0.582	mg/L	Average Monthly
8/31/2018	Total Aluminum	1.59	0.908	mg/L	Daily Maximum

9/30/2018	Total Aluminum	0.67	0.582	mg/L	Average Monthly
10/31/2018	Total Suspended Solids	60.31746	16.41723	kg/d	Daily Maximum
10/31/2018	Total Suspended Solids	16.32653	8.208617	kg/d	Average Monthly
10/31/2018	Total Suspended Solids	96	20	mg/L	Daily Maximum
10/31/2018	Total Suspended Solids	26	10	mg/L	Average Monthly
11/30/2018	Total Suspended Solids	58	30	mg/L	Average Monthly
1/31/2019	CBOD5	25.39683	16.41723	kg/d	Daily Maximum
1/31/2019	CBOD5	38	20	mg/L	Daily Maximum
1/31/2019	CBOD5	10.6	10	mg/L	Average Monthly
1/31/2019	Total Suspended Solids	22.2	10	mg/L	Average Monthly
1/31/2019	Total Suspended Solids	14.42177	8.208617	kg/d	Average Monthly
1/31/2019	Total Suspended Solids	89	20	mg/L	Daily Maximum
1/31/2019	Total Suspended Solids	59.50113	16.41723	kg/d	Daily Maximum
1/31/2019	Total Nitrogen	40.0907	19.68254	kg/d	Daily Maximum
1/31/2019	Total Nitrogen	13	12	mg/L	Average Monthly
1/31/2019	Total Nitrogen	60	24	mg/L	Daily Maximum
1/31/2019	Total Phosphorus	1.85941	1.632653	kg/d	Daily Maximum
1/31/2019	Total Phosphorus	2.8	2	mg/L	Daily Maximum
1/31/2019	Total Suspended Solids	86	30	mg/L	Average Monthly
2/28/2019	Total Suspended Solids	32.5	30	mg/L	Average Monthly
3/31/2019	Total Nitrogen	50.79365	19.68254	kg/d	Daily Maximum
3/31/2019	Total Nitrogen	60.4	24	mg/L	Daily Maximum
4/30/2019	Total Nitrogen	12.8	12	mg/L	Average Monthly
4/30/2019	Total Nitrogen	56	24	mg/L	Daily Maximum
4/30/2019	Total Nitrogen	36.68934	19.68254	kg/d	Daily Maximum
4/30/2019	Ammonia-Nitrogen	13	12	mg/L	Daily Maximum
4/30/2019	Ammonia-Nitrogen	10.11338	9.84127	kg/d	Daily Maximum
5/31/2019	Ammonia-Nitrogen	4.353741	3.265306	kg/d	Daily Maximum
5/31/2019	Ammonia-Nitrogen	7.3	4	mg/L	Daily Maximum
6/30/2019	Total Phosphorus	2.4	2	mg/L	Daily Maximum
6/30/2019	Total Phosphorus	2.086168	1.632653	kg/d	Daily Maximum
6/30/2019	Total Zinc	0.181406	0.118821	kg/d	Daily Maximum
6/30/2019	Total Zinc	0.090703	0.07619	kg/d	Average Monthly
6/30/2019	Total Zinc	0.1268	0.0929	mg/L	Average Monthly
6/30/2019	Total Zinc	0.188	0.145	mg/L	Daily Maximum
6/30/2019	Fecal Coliform	6000	1000	CFU/100mL	Instantaneous Maximum
7/31/2019	Total Nitrogen	24.4898	19.68254	kg/d	Daily Maximum
7/31/2019	Total Nitrogen	28	24	mg/L	Daily Maximum
7/31/2019	Total Phosphorus	4.3	2	mg/L	Daily Maximum
7/31/2019	Total Phosphorus	0.997732	0.816327	kg/d	Average Monthly

7/31/2019	Total Phosphorus	3.401361	1.632653	kg/d	Daily Maximum
7/31/2019	Total Phosphorus	1.4	1	mg/L	Average Monthly
7/31/2019	Total Zinc	0.146	0.145	mg/L	Daily Maximum
7/31/2019	Total Zinc	0.136054	0.118821	kg/d	Daily Maximum
8/31/2019	Total Phosphorus	0.997732	0.816327	kg/d	Average Monthly
8/31/2019	Total Phosphorus	2.086168	1.632653	kg/d	Daily Maximum
8/31/2019	Total Phosphorus	2.6	2	mg/L	Daily Maximum
8/31/2019	Total Phosphorus	1.3	1	mg/L	Average Monthly
9/30/2019	Total Zinc	0.136054	0.118821	kg/d	Daily Maximum
9/30/2019	Total Zinc	0.15	0.145	mg/L	Daily Maximum
9/30/2019	Total Aluminum	0.513832	0.477551	kg/d	Average Monthly
9/30/2019	Total Aluminum	0.75	0.582	mg/L	Average Monthly
10/31/2019	Total Suspended Solids	64.5	30	mg/L	Average Monthly
10/31/2019	CBOD5	43	25	mg/L	Average Monthly
5/31/2020	Total Aluminum	0.638	0.582	mg/L	Average Monthly
6/30/2020	Total Suspended Solids	12.3	10	mg/L	Average Monthly
6/30/2020	Total Suspended Solids	20	16.41723	kg/d	Daily Maximum
6/30/2020	Total Suspended Solids	32	20	mg/L	Daily Maximum
6/30/2020	Total Aluminum	0.674	0.582	mg/L	Average Monthly
7/31/2020	Total Phosphorus	1.1	1	mg/L	Average Monthly
7/31/2020	Total Phosphorus	3.3	2	mg/L	Daily Maximum
8/31/2020	Ammonia-Nitrogen	5.1	4	mg/L	Daily Maximum
8/31/2020	Total Phosphorus	2.5	2	mg/L	Daily Maximum
8/31/2020	Total Zinc	0.1068	0.0929	mg/L	Average Monthly
8/31/2020	Total Zinc	0.136054	0.118821	kg/d	Daily Maximum
8/31/2020	Total Zinc	0.24	0.145	mg/L	Daily Maximum
8/31/2020	Total Aluminum	0.608	0.582	mg/L	Average Monthly
9/30/2020	Total Aluminum	0.81	0.582	mg/L	Average Monthly
9/30/2020	Total Aluminum	0.517914	0.477551	kg/d	Average Monthly
9/30/2020	Total Aluminum	0.882086	0.745125	kg/d	Daily Maximum
9/30/2020	Total Aluminum	1.3	0.908	mg/L	Daily Maximum
3/31/2021	Total Suspended Solids	63	30	mg/L	Average Monthly
8/31/2021	Aluminum, total (as Al)	1.9	0.908	mg/L	Daily Maximum
8/31/2021	Aluminum, total (as Al)	1.488	0.582	mg/L	Average Monthly
8/31/2021	Aluminum, total (as Al)	0.663945578	0.47755102	kg/d	Average Monthly
8/31/2021	Aluminum, total (as Al)	0.793197279	0.745124717	kg/d	Daily Maximum
9/30/2021	Aluminum, total (as Al)	0.490702948	0.47755102	kg/d	Average Monthly
9/30/2021	Aluminum, total (as Al)	0.792	0.582	mg/L	Average Monthly
9/30/2021	Aluminum, total (as Al)	0.95	0.908	mg/L	Daily Maximum
9/30/2021	Solids, total dissolved	2258	2000	mg/L	Average Monthly

9/30/2021	Osmotic pressure, total, unf whl wtr	61	59	mOsm/kg	Average Monthly
12/31/2021	Solids, total suspended	31	20	mg/L	Daily Maximum
12/31/2021	Nitrogen, total (as N)	28.6	24	mg/L	Daily Maximum
12/31/2021	Nitrogen, ammonia total (as N)	6.5	6	mg/L	Average Monthly
12/31/2021	Nitrogen, ammonia total (as N)	21	12	mg/L	Daily Maximum
1/31/2022	Nitrogen, total (as N)	27	24	mg/L	Daily Maximum
1/31/2022	Nitrogen, ammonia total (as N)	20	12	mg/L	Daily Maximum
2/28/2022	Solids, total suspended	51	30	mg/L	Average Monthly

extinguish or otherwise affect Respondent's obligation to comply with all applicable provisions of the Clean Water Act and the regulations promulgated thereunder.

The effective date of the attached Consent Agreement and this Final Order is thirty (30) days after the date on which this Final Order is filed with the Regional Hearing Clerk.

By: _____
[Signature and Date]
Joseph J. Lisa
Regional Judicial and Presiding Officer
U.S. EPA Region III

**UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION III
Philadelphia, Pennsylvania 19103**

In the Matter of:	:	
	:	
KNOUSE FOODS COOPERATIVE, INC.	:	U.S. EPA Docket No. CWA-03- 2023-0009
53 EAST HANOVER STREET	:	
BIGLERVILLE, PA 17307	:	
	:	PROCEEDING UNDER SECTION
Respondent.	:	309(g) OF THE CLEAN WATER ACT, 33
	:	U.S.C. § 1319
KNOUSE FOODS COOPERATIVE, INC.	:	
800 PEACH GLEN-IDAVILLE ROAD	:	
PEACH GLEN, PA 17375,	:	
	:	
Facility.	:	

CERTIFICATE OF SERVICE

I certify that the foregoing *Consent Agreement and Final Order* was filed with the EPA Region III Regional Hearing Clerk on the date that has been electronically stamped on the *Consent Agreement and Final Order*. I further certify that on the date set forth below, I caused to be served a true and correct copy of the foregoing to each of the following persons, via email, at the following addresses:

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By: _____
[Electronic Signature and Date]
Regional Hearing Clerk
U.S. Environmental Protection
Agency, Region III