



COMMONWEALTH OF PENNSYLVANIA
ENVIRONMENTAL HEARING BOARD

EAST COVENTRY ADVOCACY, and :
DORENE PASEKOFF, Appellants, and :
EAST COVENTRY TOWNSHIP BOARD :
OF SUPERVISORS, Intervenor :

v. :

EHB Docket No. 2023-008-CS

COMMONWEALTH OF PENNSYLVANIA, :
DEPARTMENT OF ENVIRONMENTAL :
PROTECTION and SPRING CITY ACRES :
LLC and LLOYD Z. NOLT TRUCKING, INC., :
Permittees :

ORDER

AND NOW, this 26th day of April, 2024, in consideration of the Parties’ correspondence of April 25, 2024, informing the Board that the Parties have agreed to the dismissal of this appeal in accordance with the terms of a Stipulation of Settlement, the parties having provided the Board with a copy of the Stipulation of Settlement for inclusion in the record of this appeal, a copy of which is attached to and made a part of this Order, the above-captioned appeal is hereby dismissed without prejudice.

ENVIRONMENTAL HEARING BOARD

s/ Sarah L. Clark

SARAH L. CLARK
Judge

DATED: April 26, 2024



c: For the Commonwealth of PA, DEP:
Adam N. Bram, Esquire
Robert Elsen McDivitt III, Esquire
(via *electronic filing system*)

For Appellants:
William G. Roark, Esquire
Steven A. Hann, Esquire
(via *electronic filing system*)

For Permittees:
Robert J. Schena, Esquire
James Clark, Esquire
(via *electronic filing system*)

For Intervenor:
Michael Joseph Clement, Esquire
Mark Andrew Hosterman, Esquire
(via *electronic filing system*)



COMMONWEALTH OF PENNSYLVANIA
BEFORE THE ENVIRONMENTAL HEARING BOARD

**EAST COVENTRY ADVOCACY and
DORENE PASEKOFF, Appellants, and
EAST COVENTRY TOWNSHIP BOARD
OF SUPERVISORS, Intervenor**

EHB Docket No. 2023-008-CS

v.

**COMMONWEALTH OF
PENNSYLVANIA, DEPARTMENT OF
ENVIRONMENTAL PROTECTION and
SPRING CITY ACRES, LLC and
LLOYD Z NOLT TRUCKING, INC.,
Permittees**

STIPULATION OF SETTLEMENT

1. WHEREAS, East Coventry Advocacy (“ECA”) and Dorene Pasekoff (collectively “Appellants”) filed an appeal on January 11, 2023 (“Appeal”), challenging the spreading and storage of food processing residual (“FPR”) at 851 Bethel Church Road, Spring City, PA 19475 (“Spring City Acres #1 Farm”) and 970 Ebelhare Road, Pottstown, PA 19465 (“Spring City Acres #2 Farm”).

2. WHEREAS, Spring City Acres #1 Farm and Spring City Acres #2 Farm (collectively “Farms”) are owned and operated by Spring City Acres, LLC.

3. WHEREAS, Spring City Acres, LLC and Lloyd Z. Nolt Trucking, Inc. (“Nolt”) are collectively referred to herein as “Owner/Operator”).

4. WHEREAS, Appellants, Owner/Operator, Township (hereinafter defined) and the Commonwealth of Pennsylvania Department of Environmental Protection (“Department”) (hereinafter, collectively identified as “the Parties”) are parties to the Appeal.

5. **WHEREAS**, on February 3, 2023, the East Coventry Township Board of Supervisors (“Township”) joined in the Appeal and filed a petition to intervene.

6. **WHEREAS**, the Parties wish to amicably resolve the matters raised in the Appeal by entering into this Stipulation of Settlement (“Stipulation”) and agree to terminate the above-captioned docket pursuant to 25 Pa. Code § 1021.141.

NOW, THEREFORE, the Parties intending to be legally bound do, hereby, agree to the following:

I. REVISED SITE PLAN AND FPR MANAGEMENT PLAN:

A. Owner/Operator will not spread FPR at the Farms without first preparing a revised site plan and/or food processing residual management plan for both Spring City Acres #1 Farm and Spring City Acres #2 Farm in accordance with the guidelines set out in the Department’s Food Processing Residual Management Manual, as may be updated or amended from time to time (the “Manual”). A copy of said plan(s) shall be provided to Appellants, the Department, and the Township. Said plan(s) shall show, at a minimum, the following:

1. Setback requirements in accordance with the guidelines in Chapter 8, Table 8.11 the Manual, including for the following features, if applicable:
 - i. Property line(s);
 - ii. Occupied building(s);
 - iii. Individual (private) water well(s);
 - iv. Public water well(s);
 - v. Upgradient of a surface water source(s);
 - vi. Intermittent stream(s);
 - vii. Perennial stream(s);
 - viii. Exceptional value wetland(s);
 - ix. Sinkhole(s);
 - x. Area draining to a sinkhole(s);
 - xi. Perimeter undrained depression(s); and
 - xii. Bedrock outcrop(s).
2. Applicable setback isolation distances may be reduced with written permission of the owner of the site feature; and
3. General site criteria requirements in accordance with the guidelines in Chapter 8, Table 8.10 of the Manual.



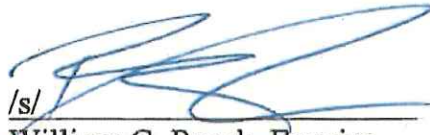
- B. Owner/Operator shall comply with all applicable rules, regulations, statutes and laws governing the land application, storage, disposal and transportation of FPR including, without limitation, all duly enacted local ordinances.

II. FPR TESTING AND STANDARDS

- A. FPR land applied at the Farms should be characterized and applied according to the recommended guidance in the Manual.
- B. FPR land applied at the Farms must not contain any "hazardous waste," as defined in 40 C.F.R. Chapter I, Subchapter I, Part 261.

III. MISCELLANEOUS

- A. The Appellants and the Township agree to withdraw the Appeal, subject to the conditions of this Stipulation and as provided in the attached proposed Order.
- B. The Parties agree that the withdrawal of the Appeal shall be without prejudice to the Appellants and the Township's rights to raise any and all factual or legal issues in the Appeal in any future appeal, unless the issue is litigated and determined. The other parties shall retain their rights to raise defenses to any such appeal; however, the other parties specifically agree that they will not, on the basis of this dismissal, raise claims of administrative finality as a bar to any such future appeal.
- C. The Parties agree to bear their respective attorney's fees, expenses, and costs associated with this matter.
- D. This Stipulation constitutes the entire agreement between the Parties with respect to the instant litigation, and no alteration, additions, or amendments to this Stipulation shall be valid unless mutually agreed to by each of the Parties on behalf of a person authorized to represent that party, set forth in writing, and duly executed by all of the Parties.
- E. The Parties stipulate to the entry of the attached proposed Order, if satisfactory to the Environmental Hearing Board, resolving this appeal.
- F. By their signatures below, the Parties consent to the terms of this Stipulation and represent that they are authorized to execute this agreement on behalf of the party for whom they sign.

/s/  Date: 4/24/24


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/s/ _____ Date: 4/24/24

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