

06-393-CD
Comm of PA, DEP vs Michael
Segalla

Comm of PA et al vs Michael Segalla
2006-393-CD

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA

COMMONWEALTH OF :
PENNSYLVANIA, DEPARTMENT OF :
ENVIRONMENTAL PROTECTION, :
Plaintiff, : No. 2006-393-CR
v. :
MICHAEL SEGALLA, : Date Entered:
Defendant. :
:

FILED

MAR 15 2006

EW
M/12:55/um
William A. Shaw
Prothonotary/Clerk of Courts

1 CENT w/ NOTICE TO
DEPT.

2 CENTS TO ATTY

CERTIFIED COPY OF JUDGMENT

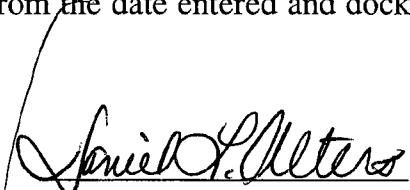
To the Prothonotary of Said Court:

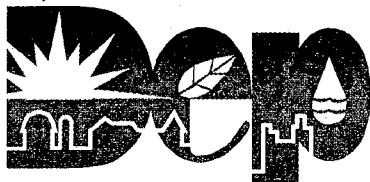
Pursuant to Section 605 of The Clean Streams Law, 35 P.S. §691.605, this is a Certified Copy of Judgment for civil penalties to be entered of record by you and indexed as Judgments are indexed.

<u>Date of Final Assessment</u>	<u>Amount of Assessment</u>	<u>Amount Paid (if any)</u>	<u>Total Due</u>
February 17, 2006	\$3,850.00	-----	\$3,850.00
		Sub Total	\$3,850.00
		Filing Fee	\$ 20.00
		Total	\$3,870.00

The undersigned certifies that the above civil penalties are due and payable by the above defendant under the provisions of The Clean Streams Law, pursuant to Section 605 of said law, 35 P.S. §691.605, a copy of said assessment and the demand letter are attached hereto and made a part hereof. The above civil penalties shall constitute a Judgment in favor of the Commonwealth upon the property, or such person from the date entered and docketed of record.

3/10/06
Date


Daniel L. Alters
Environmental Program Manager
Water Quality Program



Pennsylvania Department of Environmental Protection

Office of Chief Counsel
208 West Third Street, Suite 101
Williamsport, PA 17701-6448
February 17, 2006

(570) 321-6568

Fax (570) 327-3565

Northcentral Regional Counsel

CERTIFIED MAIL # 7004 1160 0006 2648 4232
RETURN RECEIPT REQUESTED

Mr. Michael Segalla
21 Ponderosa Drive
Penfield, PA 15849

**RE: Civil Penalty Demand Letter for Pine Valley Court Mobile Home Park
for violations of February 14, 2002 Consent Order and Agreement**

Dear Mr. Segalla:

On February 14, 2002, you entered into a Consent Order and Agreement ("COA") with the Department of Environmental Protection's Water Management Program. By letter dated November 20, 2003, you were notified that under the COA, delinquent stipulated penalties in the amount of Three Thousand Eight Hundred Fifty Dollars (\$3,850) were immediately due and owing to the Department. You have not paid these delinquent penalties. Copies of the COA and the November 20, 2003 letter are enclosed.

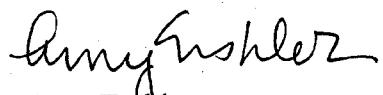
Demand is made for the civil penalty assessed against you in the amount of Three Thousand Eight Hundred Fifty Dollars (\$3,850). Demand is hereby being made for payment of this civil penalty by certified check, payable to the "Commonwealth of Pennsylvania – Clean Water Fund." The check should be sent to Robert Boos, Compliance Specialist, Bureau of Water Management, 208 West Third Street, Suite 101, Williamsport, PA 17701-6448. If the Department does not receive the certified check for the amount of the penalty within five (5) days from the date of this letter, the Department will proceed with an enforcement action to collect the penalty.



Michael Segalla
Page Two
February 17, 2006

Should you have any questions about this matter, please contact either Mr. Boos at (570) 327- 0526 or me at (570) 321-6568.

Sincerely yours,



Amy Ersler
Assistant Counsel

Enclosure

cc: Robert Boos

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

MR. MICHAEL SEGALLA
21 PONDEROSA DRIVE
PENFIELD, PA 15849

2. Article Number:

(Transfer from service label)

7004 1160 0006 2648 4232

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

COMPLETE THIS SECTION ON DELIVERY**A. Signature**

X *Mike Segalla*

Agent
 Addressee

B. Received by (Printed Name)

MIKE SEGALLA

2-23-06

C. Date of Delivery

If YES, enter delivery address below: Yes
 No

FEB 27 2006

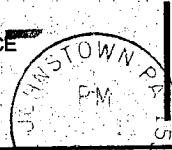
3. Service Type

Certified Mail Express Mail
 Registered Return Receipt for Merchandise
 Insured Mail C.O.D.

4. Restricted Delivery? (Extra Fee)

Yes

UNITED STATES POSTAL SERVICE



First-Class Mail
Postage & Fees-Paid
USPS
Permit No. G-10

• Sender: Please print your name, address, and ZIP+4 in this box •

DEPARTMENT OF ENVIRONMENTAL PROTECTION
NORTHCENTRAL REGION
OFFICE OF CHIEF COUNSEL
208 WEST THIRD STREET SUITE 101
WILLIAMSPORT PA 17701

AE

41 2002

142-1
*Clean
Water*

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

In the Matter of:

Michael Segalla (Pine Valley Court) : Sewerage – NPDES No. PA0115282
: Huston Township, Clearfield County
:

CONSENT ORDER AND AGREEMENT

On This Consent Order and Agreement is entered into this 14 day of February, 2001, by and between the Commonwealth of Pennsylvania, Department of Environmental Protection (hereinafter "Department"), and Michael Segalla ("Segalla").

The Department has found and determined the following:

A. The Department is the agency with the duty and authority to administer and enforce The Clean Streams Law, the Act of June 22, 1937, P.L. 1987, as amended, 35 P.S. § 691.1 et seq. ("Clean Streams Law"); Section 1917-A of the Administrative Code of 1929, 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 System (NPDES) permit program under Section 402 of the Federal Water Pollution Control Act, 33 U.S.C. § 1342.

B. Segalla owns Pine Valley Court Mobile Home Park and the sewage treatment plant ("STP") which serves that mobile home park. Segalla maintains a business address of 21 Ponderosa Drive, Penfield, PA 15849.

C. The STP is located in Huston Township, Clearfield County and discharges treated effluent under NPDES Permit No. PA0115282 issued to Segalla on February 2, 1998.

D. On August 8, 2000, the Department and Segalla entered into a Consent Assessment of Civil Penalty for effluent violations that occurred at the STP from May 1997 through July 1999. The effluent violations were settled for a civil penalty of \$2, 605.

E. 1. As summarized in the following table, Segalla discharged sewage from the STP into Bennett Branch of Sinnemahoning Creek, a water of the Commonwealth, with concentrations in excess of the effluent limitations established in NPDES Permit No. PA0115282.

Date	Parameter	Permit Limit	Reported Value
January 2000	CBOD ₅	25 mg/l monthly avg.	71 mg/l monthly avg.
January 2000	TSS	30 mg/l monthly avg.	37 mg/l monthly avg.
April 2000	TSS	30 mg/l monthly avg.	33 mg/l monthly avg.
June 2000	Fecal Coliform	200/100 ml geometric mean	1610/100 ml geometric mean
November 2000	TSS	30 mg/l monthly avg.	39 mg/l monthly avg.
December 2000	TSS	30 mg/l monthly avg.	65 mg/l monthly avg.
January 2001	TSS	30 mg/l monthly avg.	70 mg/l monthly avg.

F. On May 24, 2000, Segalla discharged sewage from the STP into Bennett Branch of Sinnemahoning Creek, a water of the Commonwealth, with a concentration of total suspended solids in excess of the effluent limitations established in NPDES Permit No. PA0115282. Samples taken by the Department revealed an instantaneous maximum for total suspended solids of 146 mg/l (instantaneous maximum permit limit = 60 mg/l).

G. By correspondence dated August 9, 2000, the Department informed Segalla of the effluent violation described in Paragraph F above. The correspondence requested a written explanation be submitted to the Department by September 1, 2000, as to the cause of the effluent violation as well as the corrective actions taken to avoid future non-compliance.

H. On September 5, 2000, the Department received the requested written correspondence described in Paragraph H above. In the correspondence, Segalla detailed that the sludge return rate was set too high causing settleability problems. Segalla indicated that the sludge return rate would be set at a lower rate to correct the problem.

I. On January 30, 2001, Segalla discharged sewage from the STP into Bennett Branch of Sinnemahoning Creek, a water of the Commonwealth, with a concentration of total suspended solids in excess of the effluent limitations established in NPDES Permit No. PA0115282. Samples taken by the Department revealed an instantaneous maximum for total suspended solids of 64 mg/l (instantaneous maximum permit limit = 60 mg/l).

J. By correspondence dated March 2, 2001, the Department informed Segalla of the effluent violation described in Paragraph E above. The correspondence requested a meeting with Segalla to discuss the cause of the effluent violation as well as the corrective actions necessary to avoid future non-compliance.

K. On March 13, 2001, Segalla discharged sewage from the STP into Bennett Branch of Sinnemahoning Creek, a water of the Commonwealth, with a concentration of total suspended solids and 5-day biological oxygen demand in excess of the effluent limitations established in NPDES Permit No. PA0115282. Samples taken by the Department revealed an instantaneous

maximum for total suspended solids of 130 mg/l (instantaneous maximum permit limit = 60 mg/l) and 5-day biological oxygen demand of 52.5 mg/l (instantaneous maximum permit limit = 50 mg/l).

L. On March 21, 2001, Segalla discharged sewage from the STP into Bennett Branch of Sinnemahoning Creek, a water of the Commonwealth, with a concentration of total suspended solids in excess of the effluent limitations established in NPDES Permit No. PA0115282. Samples taken by the Department revealed an instantaneous maximum for total suspended solids of 88 mg/l (instantaneous maximum permit limit = 60 mg/l).

M. On April 3, 2001, Segalla discharged sewage from the STP into Bennett Branch of Sinnemahoning Creek, a water of the Commonwealth, with a concentration of total suspended solids in excess of the effluent limitations established in NPDES Permit No. PA0115282. Samples taken by the Department revealed an instantaneous maximum for total suspended solids of 122 mg/l (instantaneous maximum permit limit = 60 mg/l).

N. 1. Section 201 of the Clean Streams Law, 35 P.S. § 691.201, provides that "[n]o person or municipality shall place or permit to be placed, or discharge or permit to flow, or continue to discharge or permit to flow, into any of the waters of the Commonwealth any sewage, except as hereafter provided in this act."

2. Section 202 of the Clean Streams Law, 35 P.S. § 691.202, provides, in part, that "[n]o municipality or person shall discharge or permit the discharge of sewage in any manner, directly or indirectly, into the waters of the Commonwealth unless such discharge is authorized by the rules and regulations of the [D]epartment...A discharge of sewage without a permit or contrary to the terms and conditions of a permit or contrary to the rules and regulations of the [D]epartment is hereby declared to be a nuisance."

3. Section 401 of the Clean Streams Law, 35 P.S. § 691.401, in part, provides that "[i]t shall be unlawful for any person or municipality to put or place into any of the waters of the Commonwealth, or allow or permit to be discharged from the property owned or occupied by such person or municipality into any of the waters of the Commonwealth, any substance of any kind or character resulting in pollution as herein defined. Any such discharge is hereby declared to be a nuisance."

4. Section 611 of the Clean Streams Law, 35 P.S. § 691.611, provides, among other things, that "[i]t shall be unlawful to fail to comply with any rule or regulation of the [D]epartment or fail to comply with any order or permit or license of the [D]epartment, to violate any of the provisions of this act or rules and regulations adopted hereunder, or any order or permit or license of the [D]epartment, to cause air or water pollution, or to hinder, obstruct, prevent or interfere with the [D]epartment or its personnel in the performance of any duty hereunder or to violate the provisions of 18 Pa. C.S. Sections 4903 (relating to false swearing) or 4904 (relating to unsworn falsification to authorities)."

O. The events described in Paragraphs E, F, H, I, K, L, and M constitute violations of Sections 201, 202, 401 and 611 of the Clean Streams Law, 35 P.S. §§ 691.201, 691.202, 691.401 and 691.611.

P. The violations described in Paragraph O constitute unlawful conduct under Section 611 of the Clean Streams Law, 35 P.S. § 691.611; a statutory nuisance under Sections 202 and 401 of the Clean Streams Law, 35 P.S. §§ 691.202 and 691.401; and subject Segalla to civil penalty liability under Section 605 of the Clean Streams Law, 35 P.S. § 691.605.

After full and complete negotiation of all matters set forth in this Consent Order and Agreement 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 Segalla as follows:

1. **Authority.** This Consent Order and Agreement 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, supra.

2. **Findings.**

(a) Segalla agrees that the findings in Paragraphs A through P are true and correct and, in any matter or proceeding involving Segalla and the Department, Segalla 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 Consent Order and Agreement in any matter or proceeding.

3. **Corrective Action.** Segalla shall:

(a) Retain a consultant who is familiar with sewage treatment plant design, operation, and maintenance to prepare an evaluation report identifying all deficiencies of the STP and collection system and corrective measures needed to solve the deficiencies and effluent violations. This evaluation report shall include a schedule indicating a specific date for the repair or correction of each deficiency noted. The evaluation report shall be submitted to the Department within sixty (60) days of the effective date of this Consent Order and Agreement. In the event that the Department determines that any modification, amendment, or addition is necessary to the evaluation report, Segalla shall submit such revisions as are necessary to fully address all of the Department's comments within thirty (30) days of receipt of those comments. The revised evaluation report may be approved, rejected, or approved with conditions by the Department. The final approved evaluation report, including the schedule for corrective actions, is incorporated as part of this Consent Order and Agreement for all purposes and shall be implemented in accordance with the approved schedule.

(b) Within thirty (30) days of completion of Paragraph 3(a) above, retain a consultant who is familiar with sewage treatment plant design, operation, and maintenance to prepare and submit an Operation and Maintenance Plan (OMP) for operating the STP at optimal conditions. The OMP shall include a sewage solids management plan that includes process control testing. This plan shall establish a wasting schedule for sewage solids to optimize treatment efficiency. In the event that the Department determines that any modification, amendment, or addition is necessary to the OMP, Segalla shall submit such revisions as are necessary to fully address all of the Department's comments within thirty (30) days of receipt of those comments. The revised OMP may be approved, rejected, or approved with conditions by the Department. The final approved OMP is incorporated as part of this Consent Order and Agreement for all purposes and shall be implemented in accordance with the approved schedule.

4. **Civil Penalty Settlement.** In accordance with the following schedule, Segalla shall pay a civil penalty of \$1,427. This payment is in settlement of the Department's claim for civil penalties for the violations set forth in Paragraphs E, F, H, I, K, L, M and O, above covering the period from January 2000 through January 2001. The payments shall be made by corporate check or the like made payable to the "Commonwealth of Pennsylvania—Clean Water Fund," and sent to Environmental Program Manager, Water Management Program, Pennsylvania Department of Environmental Protection, 208 West Third Street, Suite 101, Williamsport, PA 17701-6448, as follows:

- (a) \$350 due upon signing this Consent Order and Agreement;
- (b) \$350 due March 1, 2002;
- (c) \$167 due April 1, 2002;
- (d) \$140 due May 1, 2002;
- (e) \$140 due June 1, 2002;
- (f) \$140 due July 1, 2002; and,
- (g) \$140 due August 1, 2002.

In the event Segalla fails to make any payment in accordance with subparagraphs (a) through (g) above, all remaining payments shall be immediately due and payable. In that event, the Department may pursue any remedy available for failure to pay a civil penalty, including an action for breach of contract or the filing of this COA as a lien in any county in this Commonwealth.

5. Stipulated Civil Penalties.

(a) In the event Segalla fails to comply in a timely manner with any requirement in Paragraph 3 or violates the effluent limits set forth in NPDES Permit No. PA0115282, Segalla shall be in violation of this Consent Order and Agreement and, in addition to other applicable remedies, shall pay a civil penalty in the amount determined under the following schedule:

(1) For each violation of Paragraph 3:

<u>Period of Failure to Comply</u>	<u>Penalty</u>
1 st -2 nd month or any part thereof	\$200/month
>2 nd -4 th month or any part thereof	\$300/month
>4 th month or any part thereof	\$400/month

(2) For any violation of effluent limits starting from February 1, 2001, Segalla shall pay in accordance with Attachment I.

(3) For any parameter not reported on the monthly Discharge Monitoring Report, Segalla shall pay in accordance with Attachment I, Range Percent Over Limits >100.

(b) Stipulated civil penalties shall be payable monthly on or before the 28th day of each succeeding month, and shall be forwarded as described in Paragraph 4 (Civil Penalty Settlement) above.

(c) Any payment under this paragraph shall neither waive Segalla's duty to meet his obligations under this Consent Order and Agreement nor preclude the Department from commencing an action to compel Segalla's compliance with the terms and conditions of this Consent Order and Agreement. The payment resolves only Segalla's liability for civil penalties arising from the violation of this Consent Order and Agreement for which the payment is made.

(d) Stipulated penalties shall be due automatically and without notice except for effluent violations determined through sampling performed by the Department, in which case Segalla shall be notified of the Department's sample results and penalties owed under Attachment I.

(e) The provisions of this paragraph shall terminate upon Segalla's completion of all the requirements under Paragraph 3 and upon six (6) consecutive months of effluent compliance but in no event shall the provisions of this paragraph apply beyond January 1, 2004.

6. Additional Remedies.

(a) In the event Segalla fails to comply with any provision of this Consent Order and Agreement, 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 Consent Order and Agreement.

(b) The remedies provided by this paragraph and Paragraph 5 (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 civil penalty is paid.

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

8. Liability of Operator. Segalla shall be liable for any violations of the Consent Order and Agreement, including those caused by, contributed to, or allowed by his officers, agents, employees, or contractors. Except as provided in Paragraph 9(c), Segalla also shall be liable for any violation of this Consent Order and Agreement caused by, contributed by, contributed to, or allowed by his successors and assigns.

9. Transfer of Site.

(a) The duties and obligations under this Consent Order and Agreement shall not be modified, diminished, terminated or otherwise altered by the transfer of any legal or equitable interest in the STP or any part thereof.

(b) If Segalla intends to transfer any legal or equitable interest in the STP which is affected by this Consent Order and Agreement, Segalla shall serve a copy of this Consent Order and Agreement 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 Northcentral Regional Office of the Department of such intent.

(c) The Department in its sole discretion may agree to modify or terminate Segalla's duties and obligations under this Consent Order and Agreement upon transfer of the STP or any part thereof. Segalla waives any right that he may have to challenge the Department's decision in this regard.

10. **Correspondence with Department.** All correspondence with the Department concerning this Consent Order and Agreement shall be addressed to:

Environmental Program Manager
Water Management Program
Northcentral Regional Office
208 West Third Street - Suite 101
Williamsport, PA 17701-6448
570-327-0540 (Phone)
570-327-3565 (Fax)

11. **Correspondence with Segalla.** All correspondence with Segalla concerning this Consent Order and Agreement shall be addressed to:

Michael Segalla
21 Ponderosa Drive
Penfield, PA 15849
814-590-1582 (Phone)

Segalla 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 Consent Order and Agreement, including its enforcement, may be made by mailing a copy by first class mail to the above address.

12. **Force Majeure.**

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

(b) Segalla shall only be entitled to the benefits of this paragraph if he notifies the Department within five (5) working days by telephone and within ten (10) working days in writing of the date he 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 Segalla to mitigate the effects of the event and to minimize the length of the delay. The initial written submission may be supplemented within ten (10) working days of its submission. Segalla'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 Segalla and other information available to the Department. In any subsequent litigation, Segalla 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.

13. **Severability.** The paragraphs of this Consent Order and Agreement 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.

14. **Entire Agreement.** This Consent Order and Agreement 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 intent of any provisions herein in any litigation or any other proceeding.

15. **Attorneys 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 Consent Order and Agreement.

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

17. **Titles.** A title used at the beginning of any paragraph of this Consent Order and Agreement may be used to aid in the construction of that paragraph, but shall not be treated as controlling.

18. **Decisions under Consent Order.** Any decision which the Department makes under the provisions of this Consent Order and Agreement 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 Segalla may have to the decision will be preserved until the Department enforces this Consent Order and Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Consent Order and Agreement to be executed by their duly authorized representatives. The undersigned representatives of Segalla certify under penalty of law, as provided by 18 Pa. C.S. § 4904, that they are authorized to execute this Consent Order and Agreement on behalf of Segalla; that Segalla consents to the entry of this Consent Order and Agreement as a final Order of the Department; and that Segalla hereby knowingly waives his rights to appeal this Consent Order and Agreement and to challenge its content or validity, which rights may be available under Section 4 of the Environmental Hearing Board, the Act of July 13, 1988, P.L. 530, No. 1988-94, 33 P.S. § 7514; the Administrative Agency Law, 2 Pa. C.S. § 103(a) and Chapters 5A and 7A; or any other provision of law. Signature by Segalla's attorney certifies only that the agreement has been signed after consulting with counsel.

FOR MICHAEL SEGALLA:

Michael Segalla
Michael Segalla (Signature)

Date

OWNER
Title

Attorney Signature

Date

Print Name

Attorney for Michael Segalla

FOR THE COMMONWEALTH OF
PENNSYLVANIA, DEPARTMENT OF
ENVIRONMENTAL PROTECTION:

Daniel L. Alters
Daniel L. Alters
Environmental Program Manager

Date

Dawn M. Herb
Dawn M. Herb
Assistant Counsel

Date

IN WITNESS WHEREOF, the parties hereto have caused this Consent Order and Agreement to be executed by their duly authorized representatives. The undersigned representatives of Segalla certify under penalty of law, as provided by 18 Pa. C.S. § 4904, that they are authorized to execute this Consent Order and Agreement on behalf of Segalla; that Segalla consents to the entry of this Consent Order and Agreement as a final Order of the Department; and that Segalla hereby knowingly waives his rights to appeal this Consent Order and Agreement and to challenge its content or validity, which rights may be available under Section 4 of the Environmental Hearing Board, the Act of July 13, 1988, P.L. 530, No. 1988-94, 35 P.S. § 7514; the Administrative Agency Law, 2 Pa. C.S. § 103(a) and Chapters 5A and 7A; or any other provision of law. Signature by Segalla's attorney certifies only that the agreement has been signed after consulting with counsel.

FOR MICHAEL SEGALLA:

Michael Segalla 2/8/02
Michael Segalla (Signature) Date
Owner
Title

Attorney Signature Date

Print Name
Attorney for Michael Segalla

FOR THE COMMONWEALTH OF
PENNSYLVANIA, DEPARTMENT OF
ENVIRONMENTAL PROTECTION:

Daniel L. Alters 2/11/02
Daniel L. Alters Date
Environmental Program Manager

Dawn M. Herb 2/14/02
Dawn M. Herb Date
Assistant Counsel

**Mike Segalla
NPDES PA0115282
Huston Township, Clearfield County**

ATTACHMENT I

<u>TYPE OF LIMITS</u>	<u>RANGE PERCENT OVER LIMITS</u>		PENALTY BEFORE COMPLETION OF PARAGRAPH 3	PENALTY AFTER COMPLETION OF PARAGRAPH 3
Monthly Average	>1	25	\$125	\$250
Monthly Average	>25	50	\$150	\$300
Monthly Average	>50	75	\$175	\$350
Monthly Average	>75	100	\$200	\$400
Monthly Average	> 100		\$300	\$600

Instantaneous Maximum (Department samples only)- \$150/ per violation of each parameter

pH Violations - \$100/ per violation of daily grab

Fecal Coliform - \$100/ per violation of monthly geometric mean

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA

COMMONWEALTH OF :
PENNSYLVANIA, DEPARTMENT OF :
ENVIRONMENTAL PROTECTION, :
Plaintiff, : No. 2006-393-C0
v. :
MICHAEL SEGALLA, :
Defendant. :

NOTICE OF ENTRY OF JUDGMENT PURSUANT TO RULE 236

TO:

You are hereby notified pursuant to Pa.R.C.P. 236 that a judgment has been entered
against you in the above captioned matter in the amount of \$3870.00

DATED: 3-15-06



Prothonotary of Clearfield County

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA

COMMONWEALTH OF :
PENNSYLVANIA, DEPARTMENT OF :
ENVIRONMENTAL PROTECTION, :
Plaintiff, : No. 2006-393-C0
v. :
MICHAEL SEGALLA, :
Defendant. :

PRAECIPE FOR ENTRY OF APPEARANCE

To the Prothonotary:

Kindly enter my appearance as counsel for the Commonwealth of Pennsylvania, Department of Environmental Protection, in the above matter. I am authorized to accept service on behalf of the Department in this matter.

COMMONWEALTH OF PENNSYLVANIA,
DEPARTMENT OF ENVIRONMENTAL PROTECTION:

Amy Ersler

Amy Ersler, Assistant Counsel
Supreme Court I.D. No. 37353
Northcentral Region Office of Chief Counsel
208 West Third Street, Suite 101
Williamsport, PA 17701-6448
Telephone: 570-321-6572
Fax: 570-327-3565

DATE: March 13, 2006

FILED

MAR 15 2006

12:58 PM

William A. Shaw

Prothonotary/Clerk of Courts

cc to DCCR

+

Plaintiff

IN THE
CLEARFIELD COUNTY
COURT OF COMMON PLEAS

COMMONWEALTH OF
PENNSYLVANIA,
DEPARTMENT OF ENVIRONMENTAL
PROTECTION

FILED *Atty*
M 12:34 PM pd.
APR 07 2008 20.00

William A. Shaw
Prothonotary/Clerk of Courts
ICC @ Lewistown
to Sheriff

(GP)

Judgment Creditor, : Civil Judgment
No. 2006-393-CD

v.

MICHAEL SEGALLA,
Judgment Debtor

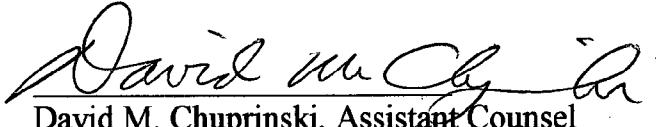
PRAECIPE

To the Prothonotary:

Please issue a Writ of Execution to the Clearfield County Sheriff for the above-captioned matter. A proposed Writ and a return envelope for the return of a file stamped copy are enclosed. Thank you.

Respectfully submitted,
FOR THE COMMONWEALTH OF
PENNSYLVANIA, DEPARTMENT OF
ENVIRONMENTAL PROTECTION:

DATE: April 4, 2008


David M. Chuprinski, Assistant Counsel
Northcentral Region Office of Chief
Counsel 208 West Third Street, Suite
101 Williamsport, PA 17701-6448
Telephone: (570) 321-6568
Facsimile: (570) 327-3565

IN THE
CLEARFIELD COUNTY
COURT OF COMMON PLEAS

COMMONWEALTH OF
PENNSYLVANIA,
DEPARTMENT OF ENVIRONMENTAL
PROTECTION

Judgment Creditor, : Civil Judgment
: No. 2006-393-CD

v.

MICHAEL SEGALLA,
Judgment Debtor

WRIT OF EXECUTION

NOTICE

This paper is a Writ of Execution. It has been issued because there is a judgment against you. It may cause your property to be held or taken to pay the judgment. You may have legal rights to prevent your property from being taken. A lawyer can advise you more specifically of these rights. If you wish to exercise your rights, you must act promptly.

The law provides that certain property cannot be taken. Such property is said to be exempt. There is a debtor's exemption of \$300. There are other exemptions which may be applicable to you. Attached is a summary of some of the major exemptions. You may have other exemptions or other rights.

If you have an exemption, you should do the following promptly: (1) Fill out the attached claim form and demand for a prompt hearing. (2) Deliver the form or mail it to the Sheriff's Office at the address noted.

You should come to court ready to explain your exemption. If you do not come to court and prove your exemption, you may lose some of your property.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

Mid Penn Legal Services, Inc.
211 ½ East Locust Street
Clearfield, PA 16830
(800) 326-9177
(570) 765-9646

MAJOR EXEMPTIONS UNDER PENNSYLVANIA AND FEDERAL LAW

1. \$300 statutory exemption
2. Bibles, school books, sewing machines, uniforms and equipment
3. Most wages and unemployment compensation
4. Social Security benefits
5. Certain retirement funds and accounts
6. Certain veteran and armed forces benefits
7. Certain insurance proceeds
8. Such other exemptions as may be provided by law

IN THE
CLEARFIELD COUNTY
COURT OF COMMON PLEAS

COMMONWEALTH OF
PENNSYLVANIA,
DEPARTMENT OF ENVIRONMENTAL
PROTECTION

Judgment Creditor, : Civil Judgment
 : No. 2006-393-CD
 v.
 MICHAEL SEGALLA,
 Judgment Debtor :

CLAIM FOR EXEMPTION

TO THE SHERIFF:

I, the above-named Defendant, claim exemption of property from levy or attachment:

(1) From my personal property in my possession which has been levied upon:

(a) I desire that my \$300 statutory exemption be:

set aside in kind (specify property to be set aside in kind):

paid in cash following the sale of the property levied upon; or

(b) I claim the following exemption (specify property and basis of exemption):

(2) From my property which is in the possession of a third party, I claim the following exemptions:

(a) my \$300 statutory exemption: in cash; in kind (specify property):

(b) Social Security benefits on deposit in the amount of \$_____;

(c) Other (specify amount and basis of exemption):

I request a prompt court hearing to determine the exemption. Notice of the hearing should be given to me at _____, (Address)

_____ (Telephone Number)

I verify that the statements made in this Claim for Exemption are true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa. C.S. § 4904 relating to unsworn falsification to authorities.

Date: _____

_____ (Defendant)

THIS CLAIM TO BE FILED WITH THE OFFICE OF THE SHERIFF OF
CLEARFIELD COUNTY:

Sheriff Chester A. Hawkins
Clearfield County
Clearfield County Courthouse
230 East Market Street
Clearfield, PA 16830
(814) 765-2641, Ext. 5986

IN THE
CLEARFIELD COUNTY
COURT OF COMMON PLEAS

COPY

COMMONWEALTH OF
PENNSYLVANIA,
DEPARTMENT OF ENVIRONMENTAL
PROTECTION

Judgment Creditor, : Civil Judgment
 :
 : No. 2006-393-CD
 v.
 :
 Michael Segalla,
 Judgment Debtor :
 :

WRIT OF EXECUTION

Commonwealth of Pennsylvania, County of Clearfield

To the Sheriff of Clearfield County:

To satisfy the judgment, interest and costs against Michael Segalla, Defendant,

(1) You are directed to levy upon the property of the Defendant and to sell his interest therein;

(2) If property of the Defendant not levied upon and subject to attachment is found in the possession of anyone other than a named garnishee, you are directed to notify him that he has been added as a garnishee and is enjoined as above stated.

REAL DEBT \$3,850.00

[Legal interest of six percent (6%) to be added until satisfaction.]
COSTS PAID:

Prothonotary	\$ 40.00	Prothonotary costs
Sheriff	\$ 250.00	
COSTS DUE:		\$ 290.00
TOTAL:		\$ 4,140.00

SEAL OF THE COURT William A. Shaw, Prothonotary

DATE: April 7, 2008



If Social Security or Supplemental Income funds are directly deposited into an account of the defendant, the levy and attachment shall not include any funds that may be traced to Social Security direct deposits. In addition, the levy and attachment shall not include \$300.00 in the account of the defendant.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20759
NO: 06-393-CD

PLAINTIFF: COMMONWEALTH OF PENNSYLVANIA DEPARTMENT OF ENVIRONMENTAL PROTECTION

vs.

DEFENDANT: MICHAEL SEGALLA

Execution PERSONAL PROPERTY

SHERIFF RETURN

DATE RECEIVED WRIT: 4/7/2008

LEVY TAKEN @

POSTED @

SALE HELD

SOLD TO

SOLD FOR AMOUNT PLUS COSTS

WRIT RETURNED 2/1/2012

5
FILED
07351301
FEB 01 2012
William A. Shaw
Prothonotary/Clerk of Courts

DETAILS

4/21/2008 @ 9:55 AM SERVED MICHAEL SEGALLA

SERVED MICHAEL SEGALLA, DEFENDANT, AT HIS RESIDENCE 21 PONDEROSA DRIVE, PENFIELD, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO MICHAEL SEGALLA

A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION AND BY MAKING KNOWN TO HIM THE CONTENTS THEREOF.

@ SERVED

DEPUTIES WERE UNABLE TO LEVY THE WAS NOTHING OF VALUE IN THE DEFENDANT'S NAME.

@ SERVED

NOW, FEBRUARY 1, 2012 RETRUN WRIT AS TIME EXPIRED.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20759

NO: 06-393-CD

PLAINTIFF: COMMONWEALTH OF PENNSYLVANIA DEPARTMENT OF ENVIRONMENTAL PROTECTION
vs.

DEFENDANT: MICHAEL SEGALLA

Execution PERSONAL PROPERTY

SHERIFF RETURN

SHERIFF HAWKINS \$64.80

SURCHARGE \$20.00 PAID BY ATTORNEY

So Answers,

Chester A. Hawkins
by Cynthia Butler-Coughland
Chester A. Hawkins
Sheriff

IN THE
CLEARFIELD COUNTY
COURT OF COMMON PLEAS

COMMONWEALTH OF :
PENNSYLVANIA, :
DEPARTMENT OF ENVIRONMENTAL :
PROTECTION :
:

Judgment Creditor, : Civil Judgment
: :
: No. 2006-393-CD

v.
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Michael Segalla,
Judgment Debtor :
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REAL DEBT \$3,850.00

[Legal interest of six percent (6%) to be added until satisfaction.]
COSTS PAID:

Prothonotary	\$ 40.00	Prothonotary costs
Sheriff	\$ 250.00	
COSTS DUE:		\$ 290.00
TOTAL:		\$ 4,140.00

SEAL OF THE COURT

William A. Shaw, Prothonotary



DATE: April 7, 2008

Received this writ this 7th day
of April A.D. 2008
At 3:00 A.M./P.M.

Chester A. Heukens
Sheriff Dee Amherst-Benton-Deephontal

If Social Security or Supplemental Income funds are directly deposited into an account of the defendant, the levy and attachment shall not include any funds that may be traced to Social Security direct deposits. In addition, the levy and attachment shall not include \$300.00 in the account of the defendant.

**PERSONAL PROPERTY SALE
SCHEDULE OF DISTRIBUTION**

NAME MICHAEL SEGALLA

NO. 06-393-CD

NOW, February 01, 2012, by virtue of the Writ hereunto attached, after having given due and legal notice of time and place of sale by handbills posted on the premises setting forth the date, time and place of sale, I exposed the within described real estate of Michael Segalla to public venue or outcry at which time and place I sold the same to he/she being the highest bidder, for the sum of and made the following appropriations, viz:

SHERIFF COSTS:

RDR	9.00
SERVICE	9.00
MILEAGE	16.16
LEVY	
MILEAGE	
POSTING	
HANDBILLS	
COMMISSION	0.00
POSTAGE	1.64
HANDBILLS	
DISTRIBUTION	
ADVERTISING	
ADD'L SERVICE	
ADD'L POSTING	
ADD'L MILEAGE	
ADD'L LEVY	
BID/ SETTLEMENT AMOUNT	
RETURNS/DEPUTIZE	9.00
COPIES	15.00
BILLING/PHONE/FAX	5.00
CONTINUED SALES	
MISCELLANEOUS	
TOTAL SHERIFF COSTS	\$64.80

PLAINTIFF COSTS, DEBT AND INTEREST:

DEBT-AMOUNT DUE	3,850.00
INTEREST @ %	0.00
FROM TO	
PROTH SATISFACTION	
LATE CHARGES AND FEES	
COST OF SUIT-TO BE ADDED	
FORECLOSURE FEES	
ATTORNEY COMMISSION	
REFUND OF ADVANCE	
REFUND OF SURCHARGE	20.00
SATISFACTION FEE	
ESCROW DEFICIENCY	
PROPERTY INSPECTIONS	
INTEREST	
MISCELLANEOUS	
TOTAL DEBT AND INTEREST	\$3,974.80

COSTS:

ADVERTISING	0.00
TAXES - COLLECTOR	
TAXES - TAX CLAIM	
DUE	
LIEN SEARCH	
ACKNOWLEDGEMENT	

SHERIFF COSTS	64.80
LEGAL JOURNAL COSTS	0.00
PROTHONOTARY	40.00
MORTGAGE SEARCH	
MUNICIPAL LIEN	
TOTAL COSTS	\$104.80
TOTAL COSTS	\$3,974.80

COMMISSION 2% ON THE FIRST \$ 100,000 AND 1/2% ON ALL OVER THAT. DISTRIBUTION WILL BE MADE IN ACCORDANCE WITH THE ABOVE SCHEDULE UNLESS EXCEPTIONS ARE FILED WITH THIS OFFICE **WITHIN TEN (10) DAYS FROM THIS DATE.**

CHESTER A. HAWKINS, Sheriff