

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

In The Matter Of:

Meyersdale Municipal Authority	:	The Clean Streams Law
Meyersdale Borough	:	
Somerset County	:	

CONSENT ORDER AND AGREEMENT

This Consent Order and Agreement is entered into this 24th day of April, 2024, by and between the Commonwealth of Pennsylvania, Department of Environmental Protection ("Department") and Meyersdale Municipal Authority ("MMA").

A. The Department is the agency of the Commonwealth 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 - 691.1001 ("The Clean Streams Law"); Section 1917-A of the Administrative Code, the Act of April 9, 1929, P.L. 177, *as amended* ("Administrative Code"), 71 P.S. § 510-17 ; and the regulations promulgated thereunder ("Regulations").

B. MMA is a municipal authority operating pursuant to the Municipal Authorities Act, Act of June 19, 2001, P.L. 287, No. 22, *as amended*, 53 Pa C.S. §§ 5601-5623 ("Municipal Authorities Act"). MMA is a "municipality" as that term is defined by Section 1 of The Clean Streams Law, 35 P.S. § 691.1. MMA maintains a business mailing address of 215 Main Street, P.O. Box 775, Meyersdale, PA 15552.

C. MMA owns and operates a Sewage Treatment Plant ("Facility") located in Meyersdale Borough that consists of two treatment lagoons and a pump station. MMA owns and

operates a sewage collection system ("Meyersdale Sewer System") located in Meyersdale Borough and a portion of Summit Township. The Facility and the Meyersdale Sewer System are hereinafter referred to collectively as "Sewerage Facilities." MMA acquired the Sewerage Facilities from Meyersdale Borough on July 7, 2011.

Types of Sewer Systems and Overflows

D. A separate sanitary sewer system ("SSS") is a sewer system, or a part thereof, that is designed, permitted, built, and operated to convey sanitary sewage and industrial waste.

E. A Sanitary Sewer Overflow ("SSO") is an unauthorized discharge of untreated sewage from an SSS. As used in this Consent Order and Agreement, the term "SSO" may also be used to refer to a point within the SSS, or an SSS located in a downgradient sewer system at a location before the headworks of the sewage treatment plant from which a discharge of untreated sewage occurs. SSOs are not authorized by any permit or regulation of the Department.

F. A combined sewer system ("CSS") is a sewer system, or a part thereof, that is designed, permitted, built and operated to convey sanitary sewage, industrial waste and stormwater.

G. A Combined Sewer Overflow ("CSO") is a wet weather discharge from a CSS occurring before the headworks of a sewage treatment plant. As used in this Consent Order and Agreement, the term "CSO" may also be used to refer to a point within a CSS, at a location before the headworks of a sewage treatment plant, at which a discharge occurs from the CSS.

The NPDES Permit

H. All dischargers of sewage must first obtain a permit from the Department to discharge sewage in any manner, directly or indirectly, into waters of the Commonwealth pursuant to Sections 201 and 202 of The Clean Streams Law, 35 P.S. §§ 691.201 and 691.202.

I. Under Section 92a.9 of the Regulations, 25 Pa. Code § 92a.9, a National Pollutant Discharge Elimination System (“NPDES”) permit is the discharge permit for purposes of Section 202 of The Clean Streams Law, 35 P.S. § 691.202.

J. Under Section 92a.1(b) of the Regulations, 25 Pa. Code § 92a.1(b), a person may not discharge pollutants from a point source into surface waters except as authorized under an NPDES permit.

K. On August 8, 2002, the Department issued NPDES Permit No. PA0024481 (“NPDES Permit”) to Meyersdale Borough, authorizing the discharge of treated sewage from the Facility’s Outfall 001 to the Casselman River. CSOs at Outfalls 002 and 003, were authorized to discharge to the Casselman River. CSOs at Outfalls 004, 005, 006, and 007, were authorized to discharge to Flaugherty Creek. Casselman River and Flaugherty Creek are “waters of the Commonwealth” as that phrase is defined in Section 1 of The Clean Streams Law, 35 P.S. § 691.1.

L. On March 26, 2007, Meyersdale Borough submitted a timely renewal application for the NPDES Permit. The Department has administratively extended the NPDES Permit and has yet to issue the NPDES Permit renewal to MMA.

M. On July 7, 2011, Meyersdale Borough transferred the Sewerage Facilities to MMA. Meyersdale Borough and MMA notified the Department in writing of this transfer. On August 25, 2011, Meyersdale Borough and MMA submitted to the Department applications to transfer all Department permits associated with the existing Sewerage Facilities from Meyersdale Borough to MMA. In 2012, the Department finalized the transfer of the existing Water Quality Management Permits with the exception of the current NPDES Permit for the Facility.

Unauthorized Sanitary Sewer Overflows

N. In 2006, Meyersdale Borough separated its CSS into a SSS and a separate stormwater system. The sewer separation did not eliminate all wet weather flows from the

Meyersdale Sewer System. Accordingly, since 2006, discharges have continued from the former CSO outfalls 002, 003, 004, 005, 006 and 007. These discharges are SSOs. Upon issuance of a renewal of the NPDES Permit these Outfalls will not be included in the NPDES Permit as the SSO discharges from these Outfalls are not authorized by law, regulations, or an NPDES permit renewal. These SSO locations are set forth in Exhibit A, which is attached and fully incorporated by reference.

O. On August 2, 2010, the Department and Meyersdale Borough entered into a Consent Order and Agreement ("2010 COA") requiring Meyersdale Borough to, *inter alia*, develop and implement a Corrective Action Plan ("CAP") to eliminate a hydraulic overload in the Meyersdale Sewer System. The 2010 COA was in response to the failed attempt to eliminate overflows through sewer separation. The Department received the proposed CAP on December 1, 2010 and approved the CAP on December 17, 2010.

P. The CAP consisted of completing eight tasks, all of which were to be completed by December 1, 2016. To date, MMA has failed to comply with the schedule in the Department-approved CAP ("CAP Schedule"). The CAP Schedule is set forth in Exhibit B, which is attached and fully incorporated by reference.

Q. From 2015 through and including November 2022, SSOs periodically occur from Outfalls 002, 003, 004, 005, 006, and 007. A list of reported SSO occurrences is set forth in Exhibit C, which is attached and fully incorporated by reference.

R. Each unauthorized discharge of an SSO as described in Paragraphs N through Q, above, constitutes a separate violation of Sections 201, 202, and 401, of The Clean Streams Law, 35 P.S. §§ 691.201, 691.202, and 691.401; a nuisance under Sections 3, 202, and 401 of The Clean Streams Law, 691.3, 691.202, and 691.401; and unlawful conduct under Section 611 of The Clean Streams Law, 35 P.S. §§ 691.611.

S. Under Section 207 of The Clean Streams Law, 35 P.S. § 691.207, prior to construction of Sewerage Facilities designed to eliminate SSOs, MMA must apply for and obtain Water Quality Management Permits from the Department authorizing the construction, operation, and maintenance of any Sewerage Facilities.

Remedial Efforts

T. In November 2009, a Sludge Removal Project was completed in an attempt to restore capacity to the lagoons. The sludge was more difficult to remove than anticipated and as a result less sludge was removed than originally planned. As a result, the capacity of the lagoons was not restored.

U. On September 9, 2015, in order to abate SSOs in the Meyersdale Sewage System, the Department issued Water Quality Permit 5672407 to MMA authorizing MMA to (1) construct and operate a new Charles Street Pump Station ("Pump Station") with expanded capacity, (2) upgrade the Interceptor Sewer conveying flow to the Pump Station, and (3) upgrade the Force Main(s) conveying flow from the Pump Station to the Facility.

V. In 2016, MMA completed installation of the new Pump Station and upgraded the Interceptor Sewer. MMA has not upgraded the Force Main(s); therefore, the existing Force Main is not capable of conveying the new Pump Station design flows.

W. MMA submitted a revised CAP on March 22, 2019, and the Department approved it on April 3, 2019 ("2019 CAP"). The 2019 CAP is set forth as Exhibit D, which is attached and fully incorporated by reference.

X. MMA has completed tasks 1 and 2 of the 2019 CAP. Tasks 3 through and including task 7 are either ongoing or have not been completed as of the most recent progress report dated July 28, 2022.

Y. To properly operate and maintain the Sewerage Facilities and to eliminate future discharges, MMA must complete, *inter alia*, tasks 3 through 7 as set forth in the 2019 CAP.

Order

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 MMA as follows:

1. **Authority.** This Consent Order and Agreement is an Order of the Department authorized and issued pursuant to Sections 5, 203, 316, 402, and 610 of The Clean Streams Law,

35 P.S. §§ 691.5, 691.203, 691.316, 691.402, and 691.610, and Section 1917-A of the Administrative Code, 71 P.S. § 510-17.

2. **Findings.**

a. MMA agrees that the findings in Paragraphs A through X are true and correct and, in any matter or proceeding involving the Department and MMA, MMA 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.

Corrective Actions.

3. MMA shall complete Tasks 3 through and including 7 of the 2019 CAP by the following dates ("Required Completion Date"). Those tasks are as follows:

- a. Task 3: by December 31, 2023.
- b. Task 4: by December 31, 2023.
- c. Task 5: by December 31, 2025.
- d. Task 6: by December 31, 2029.
- e. Task 7: by December 31, 2029.

4. By June 30, 2031, MMA shall submit to the Department a complete and accurate application for a Water Quality Management Part II Permit to construct and operate flow equalization facilities.

5. Within 365 days of receiving the Water Quality Management Part II Permit to construct and operate flow equalization facilities, MMA shall complete construction and begin operation of the flow equalization facilities.

6. Within ninety (90) days of beginning operation of the flow equalization facilities, MMA shall permanently seal all SSO Outfalls.

7. By June 30, 2035, MMA shall submit to the Department an application for a Water Quality Management Part II Permit to: eliminate the Facility, construct a new sewage treatment plant, and construct new force mains to convey the flow(s) from the pump station(s) to the new plant. The application shall also include a closure plan for the existing sewage treatment lagoons.

8. Within 540 days of receiving the Water Quality Management Part II Permit from the Department to construct a new sewage treatment plant and new force mains, MMA shall complete construction and begin operation of the new sewage treatment plant and force mains in addition to continued operation of the new flow equalization facilities.

9. Within two (2) years of completing construction and beginning operation of the new sewage treatment plant and new force mains, MMA shall close the lagoons with the sludge in place.

10. **SSO Reporting.**

a. Within 30 days of the execution of this Consent Order and Agreement, MMA shall install a rain gauge at the Facility and shall record rainfall each weekday.

b. MMA shall inspect all known SSO locations for evidence of a discharge within 24 hours of recording a quarter of an inch or more of rainfall.

c. MMA shall implement or install some method of determining whether a discharge has occurred at any known SSO location since the previous inspection.

d. Within 24 hours of documenting an SSO, MMA shall promptly telephone the Department to report the discharge by calling 412.442.4000.

e. In addition to telephoning the Department, MMA shall also submit to the Department a written report for each SSO occurrence. The written reports shall be submitted with MMA's monthly electronic DMR (eDMR) for the same month of the SSO occurrence, using the Department's Non-Compliance Reporting supplemental form.

11. **Progress Reports.** MMA shall submit written progress reports ("Progress Reports") to the Department. The Progress Reports shall be semi-annual (due July 31 and December 31 of each year) and shall describe the actions MMA has taken in the previous half year (January 1 to June 30 or July 1 to December 31, as applicable) to comply with the requirements set forth in Paragraphs 3 through 9, above. The Progress Reports shall be submitted with one copy on paper medium and one copy electronically at <https://www.dep.pa.gov/DataandTools/Pages/Application-Form-Upload.aspx> and must include, but is not limited to:

- a. A description of MMA's actions, including sampling and monitoring, that have been taken toward achieving compliance with this Consent Order and Agreement.
- b. A description of all activities scheduled for the next six (6) months.
- c. A description of any problems or delays encountered or anticipated regarding performance of the activities required by this Consent Order and Agreement.

12. **Additional Information.** MMA shall provide the Department any additional information, modification or supplements for any permit, plan, report or submission due under this Consent Order and Agreement within thirty (30) calendar days of receipt of a written request from the Department or other such time agreed to in writing by the Department. MMA shall submit one copy on paper medium and one copy on paper medium and one copy electronically at <https://www.dep.pa.gov/DataandTools/Pages/Application-Form-Upload.aspx>.

13. **Incorporation of Approved Plans and Schedules.** All plans and schedules required by this Consent Order and Agreement and approved by the Department are incorporated herein as obligations of this Consent Order and Agreement, for all purposes including but not limited to their enforcement.

14. **Civil Penalty Settlement.** Upon execution of this Consent Order and Agreement, MMA shall pay a civil penalty of THIRTY THOUSAND FIVE HUNDRED DOLLARS (\$30,500.00) in settlement of the Department's claim for civil penalties for all the violations

described in Paragraph R, above, which occurred prior to the execution of this Consent Order and Agreement. The payment shall be made payable to the "Commonwealth of Pennsylvania" and sent to the attention of Compliance Specialist, Clean Water Program, Department of Environmental Protection, 400 Waterfront Drive, Pittsburgh, PA 15222-4745.

15. **Stipulated Penalties.**

a. In the event MMA fails to comply in a timely manner with any term or provision of this Consent Order and Agreement, MMA shall be in violation of this Consent Order and Agreement and, in addition to other applicable remedies, shall pay a civil penalty of \$250 per day, per violation.

b. From the date of execution of this Consent Order and Agreement until December 31, 2025, for each month where an SSO occurs, MMA shall pay a civil penalty of one thousand dollars (\$1,000.00) per month.

c. From January 1, 2026, until December 31, 2032, for each month where an SSO occurs, MMA shall pay a stipulated civil penalty of three thousand dollars (\$2,000.00) per month.

d. From January 1, 2033, until termination of this Consent Order and Agreement, for each separate event where an SSO occurs, MMA shall pay a stipulated civil penalty of three thousand dollars (\$3,000.00) per SSO per day.

e. Stipulated civil penalties shall be payable on or before the fifteenth day of the succeeding month. Payment shall be made by municipal check or the like, made payable to the "Commonwealth of Pennsylvania Clean Water Fund" and shall be sent to Compliance Specialist, Clean Water Program, DEP, 400 Waterfront Drive, Pittsburgh 15222.

f. Any payment under this Paragraph shall neither waive MMA's duty to meet its obligations under this Consent Order and Agreement nor preclude the Department from commencing an action to compel MMA's compliance with the terms and conditions of this

Consent Order and Agreement. The payment only resolves MMA's liability for civil penalties arising from the violation of this Consent Order and Agreement for which payment is made.

- g. Stipulated civil penalties shall be due automatically and without notice.

16. **Additional Remedies.**

a. In the event MMA 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 15 (Stipulated 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 penalty, however, shall preclude any further assessment of civil penalties for the violation for which the stipulated penalty is paid.

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

18. **Liability of Operator.** MMA shall be liable for any violations of the Consent Order and Agreement, including those caused by, contributed to, or allowed by its officers, agents, employees, or contractors. MMA also shall be liable for any violation of this Consent Order and Agreement caused by, contributed to, or allowed by its successors and assigns, unless the Department terminates MMA's duties and obligations pursuant to Paragraph 19.c, below.

19. **Transfer.**

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 MMA's Sewer Systems or any part thereof.

b. If MMA intends to transfer any legal or equitable interest in its Sewer System affected by this Consent Order and Agreement, MMA shall serve a copy of this Consent Order and Agreement upon the prospective transferee of the legal or equitable interest at least thirty (30) days prior to the contemplated transfer and shall simultaneously inform the Department of such intent.

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

Compliance Specialist
Clean Water Program
Department of Environmental Protection
400 Waterfront Drive
Pittsburgh, PA 15222-4745
Phone: 412-442-4000

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

Meyersdale Municipal Authority
Mr. Donald K. Anderson, Chairman
215 Main Street, Room 2B
PO Box 37
Myersdale, Pa 15552
Phone: 814-634-8627
Email:

MMA shall notify the Department whenever there is a change in the contact

person's name, title, address, telephone number, or email. 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 address above.

22. **Force Majeure.**

a. In the event that MMA 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 MMA's control and which MMA, by the exercise of all reasonable diligence, is unable to prevent, then MMA 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 MMA's control. MMA'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. MMA 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 MMA 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. MMA'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 MMA and other information available to the Department. In any subsequent litigation, MMA 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.

23. **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.

24. **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 extent of any provisions herein in any litigation or any other proceeding.

25. **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 Consent Order and Agreement.

26. **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.

27. **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.

28. **Decisions under Consent Order.** Any decision which the Department makes under the provisions of this Consent Order and Agreement, including a notice that civil penalties or stipulated penalties are due under 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 MMA may have to the decision will be preserved until the Department enforces this Consent Order and Agreement.

29. **Termination.** The obligations, but not the Findings, of this Consent Order and Agreement shall terminate if there are no outstanding stipulated penalties due under Paragraph 15 (Stipulated Civil Penalties) and the Department determines in writing that MMA has

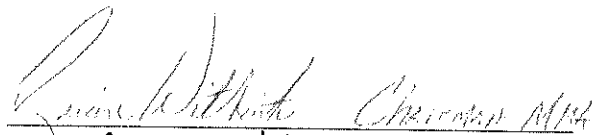
completed all the requirements of this Consent Order and Agreement.


30. **MMA Resolution.** Attached hereto as Exhibit E is a resolution of MMA authorizing its signatories below to enter into this Consent Order and Agreement on its behalf.

31. **Counterparts.** This Consent Order and Agreement may be signed in counterparts, and such counterpart signatures shall be given full force and effect. This Consent Order and Agreement will not be final as to any party unless all hereto execute a counterpart.

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 MMA 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 MMA; that MMA consents to the entry of this Consent Order and Agreement as a final ORDER of the Department; and that MMA hereby knowingly waives its 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 Act, 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 MMA's attorney certifies only that the agreement has been signed after consulting with counsel.


**FOR MEYERSDALE MUNICIPAL
AUTHORITY**


Name: Brian Witherite
Title: Chairman


Name: _____
Title: _____


Attorney for Authority

**FOR THE COMMONWEALTH OF
PENNSYLVANIA DEPARTMENT OF
ENVIRONMENTAL PROTECTION**


Christopher J. Kriley, P.E.
Program Manager
Clean Water Program
Southwest Region

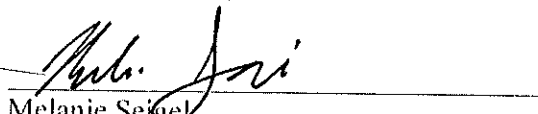

Melanie Seigel
Assistant Counsel

Exhibit A

Meyersdale Municipal Authority

SSO OUTFALL LOCATIONS

Outfall No.	GPS Coordinates	Location	Receiving Water
002	N 39 49"10' W 079 02"09'	Pump Station	Casselman River
003	N 39 48"54' W 079 02"00'	Broadway	Casselman River
004	N 39 48"52' W 079 01"54'	North and First	Flaugherty Creek
005	N 39 48"51' W 079 01"50'	Dale St.	Flaugherty Creek
006	N 39 48"44' W 079 01"40'	Ballfield	Flaugherty Creek
007	N 39 48"42' W 079 01"18'	Keystone St.	Flaugherty Creek

Note: Outfall 002 is an emergency overflow to prevent damage at the pump station and was not a permitted CSO

Exhibit B

Meyersdale Municipal Authority

2010 CAP SCHEDULE

Task Description	Proposed Start Date	Required Completion Date
1. Complete and Submit Act 537 Plan Revision	1/1/2011	7/31/2011
2. Complete Design of New Facilities	1/15/2012	11/1/2012
3. Complete and Submit NPDES Permit Amendment Application for New Facilities		2/1/2012
4. Complete and Submit Part II Permit Application for New Facilities		12/1/2012
5. Open Bids for New Facilities		3/1/2015
6. Complete Construction of New Facilities	6/1/2015	9/1/2016
7. Permanently Seal Former CSOs		12/1/2016
8. Eliminate all Unauthorized Overflows		12/1/2016

Exhibit C

Meyersdale Municipal Authority YEARLY SSO DISCHARGES

Year	Discharge Location	Number of Discharges
2015	005	3
	006	1
	007	3
2016	002	1
	007	4
2017	002	2
	003	1
	007	2
2018	002	2
	003	2
	005	1
	006	2
	007	7
2019	003	1
	004	1
	005	2
	006	1
	007	3
2020	None Reported	
2021	002	2
	005	1
	007	2
2022	007	1
2023	003	1
2024	005	1

Exhibit D

2019 CAP Plan and Schedule

Task Description	Proposed Start Date	Actual Start Date	Required Completion Date	Actual Completion Date	% Complete	Comments
1. Complete Sanitary Sewer Mapping	1/1/2020	7/1/2019	12/31/2020	12/31/2020	100	
2. Enact Ordinance to pressure test on estate transfers	1/1/2020	4/3/2019	12/31/2020	12/31/2020	100	
3. Smoke and Dye test entire system. Take enforcement actions to remove illegal connections from properties and structures	1/1/2021	4/3/2019	12/31/2023		25	
4. Televis and clean sanitary sewer system segments greater than 20 years old	1/1/2021	12/8/2020	12/31/2023			
5. Conduct flow monitoring throughout sanitary sewer system to identify sources of excess I/I and to document system flows	1/1/2024		12/31/2025			
6. Design, permit, and construct additional interceptor sewers and replace other collection sewers identified for replacement	1/1/2026		12/31/2029			
7. Identify and select site for new sewage treatment plant			12/31/2029			
8. Design, permit, and construct flow equalization facilities	1/1/2030		12/31/2032			
9. Permanently seal combined sewer overflows			12/31/2032			
10. Design, permit, and construct new sewage treatment plant	1/1/2033		12/31/2037			
11. Closure of existing lagoons in place	1/1/2038		12/31/2039			

Exhibit E

RESOLUTION

Meyersdale Municipal Authority

RESOLUTION NUMBER (001## 2024)

The undersigned and authorized representatives of Meyersdale Municipal Authority hereby certify that at a meeting held on the 20th day of February, 2024, after due notice, at which a quorum was present, Meyersdale Municipal Authority adopted the following Resolution:

NOW, THEREFORE, BE AND IT HEREBY IS RESOLVED, as follows:

Brian Withorite, Chairman and
(name) (title)
Sally Miller, Secretary of
(name) (title)

Meyersdale Municipal Authority are hereby authorized to execute the signing of the Consent Order and Agreement from the Department of Environmental Protection and to forward the signed Consent Order and Agreement to the Department of Environmental Protection in a timely manner.

It is certified that the above Resolution is in full force in effect as of this 20th day of February, 2024.

For Meyersdale Municipal Authority

Brian Withorite
(Signature)

Chairman MAAA
(Title)

Sally Miller
(Signature)

Secretary
(Title)

(SEAL)

Commonwealth of Pennsylvania - Notary Seal
Andrew M. Snyder, Notary Public
Somerset County
My commission expires November 4, 2026
Commission number 1286669
Member, Pennsylvania Association of Notaries

Andrew M. Snyder