



BENNER TOWNSHIP SUPERVISORS
1224 BUFFALO RUN ROAD, BELLEFONTE, PA 16823
PHONE: (814) 355-1419 FAX: (814) 355-0719

February 11, 2025

Via email to RA-EPNCECComments@pa.gov

Pennsylvania Department of Environmental Protection
Hazardous Sites Cleanup Program
208 West Third Street, Suite 101
Williamsport, PA 17701

Re: Benner Township HSCA Investigation
Comments on Proposed Consent Order and Agreement

Dear DEP Representative:

Benner Township, as one of the municipalities affected by the Benner Township PFAS Investigation Site, and the proposed Consent Order and Agreement, greatly appreciates the opportunity to provide comments to DEP regarding the Consent Order and Agreement. We also appreciate DEP taking the lead on this complicated and technical matter. In that regard, it is extremely important that Benner Township communicates its desire to protect the health, safety, and welfare of residents in regard to the PFAS contamination.

We would like to make you aware of the following comments for your consideration before the proposed Consent Order and Agreement becomes effective:

- One of the initial concerns is that the Airport Site, as defined in subparagraph 3.f of the Consent Order and Agreement, is not defined geographically. The geographic extent of the "Airport Site," will not be determined until the Remedial Investigation Report is provided, and the "Airport Site," geographic bounds may be further amended by the Cleanup Plan and/or the Final Report. Although we understand that the Pennsylvania State University needs to engage in additional investigatory activities in order to determine where any of the PFAS substances listed in subparagraph 3.f have been deposited, released, or disposed of, or where they may otherwise be located, leaving the geographic bounds of the Airport Site to be determined by future investigations seems to allow a level of uncertainty regarding where cleanup work may occur. We understand that the parties may have attempted to allow for flexibility in regard to future cleanup activities due to the current uncertainty, but it would be more appropriate, we believe, to redraft the language in such a fashion that the uncertainty would leave no areas of Benner Township that are currently contaminated, or which may be determined in the future to be contaminated, not available for cleanup under the Consent Order and Agreement. We also understand that Pennsylvania State University wishes to limit its exposure to liability

for cleanup, but given that we do not know the full extent of the contamination, it does not seem appropriate to limit the cleanup by definition.

- The actual remedial measures that will be implemented in the future are left uncertain in the Consent Order and Agreement. We understand that all potential remedial measures may not currently be known. However, one remedial measure that would be extremely useful at this point would be to install monitoring wells at locations as determined by personnel with the appropriate expertise in order to further identify and monitor the migration of the PFAS contamination. We believe this would assist with more accurately characterizing the extent and movement of contamination. Although installation of monitoring wells may be part of a Cleanup Plan ultimately implemented, we believe it would be preferable to have monitoring wells installed rather than leaving potential installation of monitoring wells uncertain.
- Although there are many negative aspects of PFAS contamination, one of the most significant of those negative aspects is the fact that PFAS gets into drinking water that is consumed by humans. We appreciate and recognize the provisions of the Consent Order and Agreement that provide for installation and maintenance of point of entry treatment systems (POET systems). This will, of course, help alleviate the immediate concerns with consumption of contaminated water, but it still leaves the long-term impacts uncertain. It would be more appropriate if those impacted by contaminated drinking water were provided with a safe public water supply. There have been ongoing discussions regarding extension of the public water supply system currently operated by the State College Borough Water Authority in the Airport vicinity to those private property owners that have been impacted by the contaminated drinking water. We request that the Department consider the possibility of including provisions in the Consent Order and Agreement that would make the provision of safe public water to affected property owners more certain.
- Although the ability of various public entities to comment on the various documents that will be prepared as specified in the Consent Order and Agreement may be assumed as a result of regulation, we would request that the Consent Order and Agreement be clarified to specifically provide that Benner Township will have the opportunity to review and comment on all aspects of Penn State University's activities toward remedial actions as specified in paragraph 4 of the Consent Order and Agreement, including but not limited to the following items:
 1. Notice of Intent to Remediate;
 2. Remedial Investigation Work Plan;
 3. Remedial Investigation Report;
 4. Cleanup Plan and Risk Assessment; and
 5. Final Report (if a cleanup plan and risk assessment is not required).

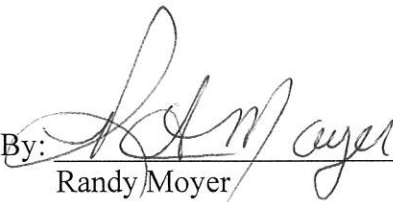
Benner Township has received communication from counsel representing many of the residents residing in the Walnut Grove Estates subdivision regarding additional comments on the proposed Consent Order and Agreement. We are attaching the communication we received from Christine L. Line, dated February 3, 2025, for your additional consideration of those comments as well.

Benner Township has also received written communication from David Thomas Roberts, a resident of the Township, and Jason Floyd with Mountain Research. We are attaching those communications for your consideration.

In addition, we would like to make you aware that the Township is opposed to any property owner being responsible for maintenance of the POET systems for as long as any resident is required to maintain a deed restriction on property reflecting the need for the POET system.

We understand that Penn State University did not intentionally create this problem. The use of aqueous film-forming foam firefighting material was part of the Federal Aviation Administration regulations for operation of an airport for many years.

We appreciate the opportunity to provide these comments. Please let us know of any questions.

By:  _____
Randy Moyer

By: _____
Larry Lingle

By:  _____
Kathy Evey

LINE LEGAL LLC

CHRISTINE L. LINE, ESQ.
FOUNDING PRINCIPAL

BRETT M. WOODBURN, ESQ.
OF COUNSEL

VIA E-MAIL AND HAND DELIVERY slrbtwp@aol.com

Benner Township Board of Supervisors
Attn: Sharon Royer, Secretary/Treasurer
1224 Buffalo Run Road
Bellefonte, PA 16832

VIA E-MAIL AND HAND DELIVERY rod@beardlawco.com

Mr. Rodney A. Beard, Esq.
Beard Law
101 North Allegheny Street
Bellefonte, PA 16823

February 3, 2025

RE: Comments to the Consent Order and Agreement and between The Pennsylvania State University and The Commonwealth of Pennsylvania Department of Environmental Protection, published in the Pennsylvania Bulletin, Volume 55, No. 2, December 7, 2024.

Dear Board of Supervisors and Attorney Beard:

As you know this office represents many of the residents residing in the Walnut Grove Estates development relating to contamination from the State College Regional Airport, which contaminated the waters and soils of that community with perfluorooctanoic acid ("PFOA") and perfluorooctane sulfonic acid ("PFOS") and variants of each, including but not limited to PFNA, PFHxS, PFHpA and PFBS. The Department of Environmental Protection has entered into a Consent Order and Agreement with the University and public comments to this Consent Order and Agreement are due on or before February 11, 2025, to the Department of Environmental Protection.

The residents have identified the following inadequacies of the COA and request that the Township also raise these concerns to the Department of Environmental Protection in order that appropriate action can be taken to restore the residents and their properties to their condition prior

Straight, Forward Advocacy

6 Craekside Lane | Camp Hill, PA 17011 | christine.linelegal@gmail.com | 717.756.7455

to the contamination. It should be noted that the COA specifically holds the University and its affiliates, the airport, harmless for the contamination and contemplates that the COA is the only agreement between the parties in "settlement." As such, *the points and concerns that follow are not ever intended to be addressed by either the University or the DEP*, making the "settlement" wholly incomplete and insufficient to restore the residents' condition of living. Resident comments are as follows:

- The PFAS family is known for adverse medical effects. There is no medical monitoring established for the residents. Residents have had blood-positive test results and are experiencing adverse medical effects, including sudden death, in the community since the contamination.
- The COA fails to identify a standardized location of water testing; no sample wells have been dug to uniformly monitor contamination levels.
- The COA fails to indicate that any soil testing was performed, and, as PFAS has been found in residential soils, this should be a part of the COA and contamination remediation. This is especially important as soils will be disrupted by an incoming sewerage project through the contaminated development. Additionally, the COA is silent as to isolating, sequestering, and/or the non-removal of contaminated soils from the contaminated areas.
- The COA transfers the financial burden of maintaining water filtration systems installed at residential properties back onto the residents after a certain amount of time has elapsed; however, PFAS are known as "forever chemicals" and the residents have been told by DEP to mark their property deeds as a hazardous contamination site. With the effect of deed marking being permanent, so too should the financial costs of maintaining clean water be borne by the University permanently. There is additionally no language concerning water filtration system failures and who is responsible for the costs of replacement.
- It further needs to be insured the water filtration systems filter water fed to both the interior of the homes and outdoor hose bibs. The failure to filter hose bibs negates the residents' abilities to water vegetable gardens and fill swimming pools with non-contaminated waters. Additionally, without soil remediations, the residents cannot ingest anything grown on site, including fruit tree growth, gardens, etc, without ingesting contaminants.
- There is no language in the COA that discharges liability and holds residents harmless from discharging contaminated waters or soils from their properties. The residents did not cause this contamination and should be insulated from any liability, whether civil, criminal, or administrative (i.e. environmental) for the contaminated nature of the waters and soils.
- The COA is silent on environmental remediation and the effect on Spring Creek, which statutorily holds the designation as "Class A" waters ideal for recreational and food-supply fishing. There are currently no warning signs in the area of the contamination and no known efforts to alter the Class A designation of this waterway to reflect the "forever" chemical contamination.
- No compensation has been offered to the residents in an effort to support soils remediations, medical monitoring, property devaluation, and the loss of use and inconveniences associated with this contamination.

In summary, the COA as drafted has frustrated and insulted the residents of Walnut Grove Estates. They feel like they have been an "afterthought" and are insignificant in the eyes of both the Commonwealth and the University. The Township's advocacy for these residents would go a long way to illustrate the significance of this hazardous contamination site and importance of much-needed remediation and restoration of the Walnut Grove Estates residents' properties and quality of life. Should you have any questions or wish to discuss this matter further, please feel free to contact me.

Very Truly Yours,

A handwritten signature in black ink, appearing to read "Christine L. Line", written in a cursive style.

Christine L. Line

I am David Thomas Roberts a Benner Township resident. I am here to ask you, our Township Supervisors to take action to support the health and safety of Benner residents.

Please submit written comment to DEP concerning the proposed consent agreement between DEP and Penn State. There are many deficiencies in the consent agreement.

Penn State, owner of the State College Regional Airport, must take urgent action to control and limit the spread and impacts of Per and Poly Fluoroalkyl Substances commonly know as PFAS coming from the airport. Toxic PFAS has been spreading into our air, our waters, our soils, and our agricultural lands from excessive application and insufficient control of Aqueous Film Forming Foam containing PFAS at the airport.

It has now been over 5 years since toxic PFAS chemicals were detected in drinking water wells and surface waters of Benner Township. Substantial action is needed to resolve this public and environmental health crisis.

The Walnut Grove Estates community, current and future property owners, businesses, agriculture, the trout fish hatcheries along Spring Creek, the Bald Eagle Creek fishery, and the downstream surface waters within the Susquehanna River Basin are detrimentally impacted by the PFAS contamination from the State College Regional Airport.

Benner Township has water resources that are widely enjoyed by communities in adjoining Townships and by visitors from across the Nation who come here to fish Spring Creek and enjoy the Spring Creek Canyon Conservation Area.

In many ways Benner Township water resources have been advantaged by adjoining water authorities for customers within their municipalities. Although these adjoining water authorities enjoy the benefit of our water those authorities have demonstrated reluctance to return Benner's water to Walnut Grove homeowners who are impacted by the toxic effects of PFAS.

There is an urgent need to have Penn State provide fair remedy including effective mitigation and remediation of the toxic plume of PFAS spreading from Penn State's airport.

Benner Township has limited infrastructure and resources to address the significant impact of toxic PFAS contamination in our aquifers.

The COA under discussion is lacking in many ways to properly protect our water resources and the health and safety of Benner's residents.

I call attention to specific deficiencies in the consent agreement as follow:

1. Response Costs
Section JJ, page 10 and Exhibit E. Response costs incurred by Pennsylvania tax payers is given as \$892,487.16. However the consent agreement Item 6. page 18 only requires Penn State to reimburse the Commonwealth \$564,767.29

The consent agreement lacks any clear reason for this discrepancy of \$327,719.87.
2. The Department Investigation Area as defined in Findings section I. page 13 is too limited and does not encompass the full extent of the spreading plume of PFAS impacting lands, wells, and water resources.

A well serving the Bellefonte Trout Fish Hatchery and a new well near Houserville recently tested by DEP and have been found to contain PFAS. Both of these wells are outside of the investigation area defined in the consent agreement.

3. "Remedial Response" and "Final Remedy" are important terms that are not clearly defined in the consent agreement.

Clear definition is needed for these terms since these terms are being used as potential determining factors for required remedial actions in the consent agreement.

4. Remedial Actions
Point of entry treatment (POET) systems installed to remove PFAS from contaminated residential water supply wells are currently described as a "Remedial Response" by DEP.

However these "POET" systems are proposed as a potential "Final Remedy" in section h. ii. page 16 and in Section j. ii. page 17.

The consent agreement further stipulates that if POET systems are approved as a "Final Remedy" then Walnut Grove homeowners will assume the costs and responsibilities from Penn State for the perpetual maintenance of these POET filtration systems.

POET filtration systems are complicated, expensive, difficult to maintain, and need professional monitoring including costly and regular effluent analysis for toxic PFAS. Spent POET filtration canisters saturated with PFAS are toxic waste that must be disposed of by a certified hazardous waste disposal service.

Penn State must not be relieved of the responsibility to install, maintain, and monitor POET systems if these systems are approved by DEP as a "Final Remedy".

5. Emphasis must be placed on the installation of a public potable water supply to the residences and businesses impacted by PFAS contamination in their water supply wells.

The "Benner Township Walnut Grove Estates Development Water Line Feasibility Study" of May 2023 concluded that the State College Borough Water Authority is the most capable water authority to install a potable water system for Walnut Grove. SCBWA ranked number one in all areas including constructibility and cost; operations and maintenance; water quality and reliability; property, utility, and easement impacts; and environmental and permitting criteria.

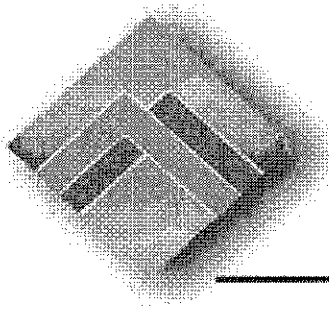
Unfortunately SCBWA has declined to install a potable water line to Walnut Grove Estates due to their estimation of operation and maintenance costs. The operation and maintenance cost of a potable water line should be part of Penn State's response in the consent agreement as it is neither the actions of Walnut Grove residents or the SCBWA that has resulted in the toxic PFAS contamination of Benner Township's drinking water aquifers.

Please consider these comments as you write your response to the proposed consent agreement.

The Sierra Club Moshannon Group wishes to share our report "PFAS in the Spring Creek and Bald Eagle Creek Watersheds". This report outlines the manifold health impacts of PFAS on the residents of Benner Township and the environment at large. This report also provides data on levels of toxic PFAS compounds found in stormwater from the State College Regional Airport, effluent from the University Area Joint Authority sewage treatment plant, effluent from the Bellefonte Area sewage treatment plant, and water from Benner Spring sourced by the Mines Member of the productive and regionally essential Gatesburg aquifer.

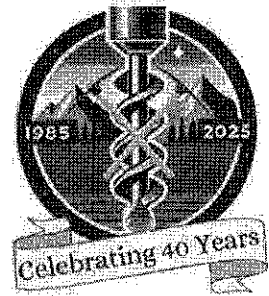
I encourage you to read this Sierra Club report and consider my comments.

Thank you for the opportunity to comment publicly.



MOUNTAIN RESEARCH, LLC

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WALNUT GROVE DEVELOPMENT\CORRESPONDENCE\02042025 MTN RESPONSE TO COA
Project No. 5356.23.01

February 5, 2025

Ms. Cheryl Sinclair, P.G.
Environmental Group Manager
Pennsylvania Department of Environmental Protection
Bureau of Environmental Cleanup and Brownfields
208 West Third Street
Williamsport, Pennsylvania 17701

**RE: Comments and Questions on Penn State University Benner Township PFAS
Draft Consent Order and Agreement**

Dear Ms. Sinclair:

On behalf of the Walnut Grove Alliance (WGA), Mountain Research, LLC (Mountain Research) is providing the following technical comments and questions relating to the draft November 13, 2024, Pennsylvania Department of Environmental Protection (PADEP) Consent Order and Agreement (COA) between PADEP and The Pennsylvania State University (University). This specific COA is regarding the Benner Township PFAS Investigation Site at and around the State College Regional Airport (formerly known as University Park Airport).

1. Question - Why is there no requirement for the University to perform medical surveillance monitoring (including but not limited to blood serum testing), health assessment, and / or no cost access to medical professionals with expertise in PFAS and related health issues? This lack of action leaves residents and individuals who have experienced long-term exposure to PFAS through the ingestion pathway from contaminated water supply wells without the necessary medical support and evaluation?
2. HSCA Section 103 and 35 P.S. Section 6020.103 defines a "Site" as "Any building; structure; installation; equipment; pipe or pipeline, including any pipe into a sewer or publicly owned treatment works; well; pit; pond; lagoon; impoundment; ditch; landfill; storage container; tank; vehicle; rolling stock; aircraft; vessel; or area where a contaminant or hazardous substance has been deposited, stored, treated, released, disposed of, placed or otherwise come to be located. The term does not include a location where the hazardous substance or contaminant is a consumer product in normal consumer use or where pesticides and fertilizers are in normal agricultural use."

Ms. Cheryl Sinclair, PG

Draft Consent Order and Agreement Questions and Comments

February 5, 2025

Page Two

2. (Continued)

Page 12; Paragraph 3f – Clarification and agreement that WGE is part of the Airport Site. Per Mountain Research's understanding of this paragraph, PFAS constituents have been deposited in the soils at the Airport property, these constituents then discharged /leached into the groundwater beneath the Airport Property which the groundwater then flowed beneath WGE as a result of PFAS discharges at or from the Airport Property.

3. Page 14; Paragraph 4b – Will the proposed Remedial Investigation Work Plan schedule be made available for public comment or at the minimum can Benner Township be provided a copy of the proposed schedule? WGA has already submitted a formal document to Benner Township for the township to request Public Involvement once the University submits the Notice of Intent to Remediate.
4. Page 14; Paragraph 4c – Is the Remedial Investigation Work Plan going to be available for public comment or at the minimum can Benner Township be provided a copy of the Work Plan? WGA has already submitted a formal document to Benner Township for the township to request Public Involvement.
5. Page 14; Paragraph 4c – Does the investigation / characterization of the PFAS groundwater plume for the Remedial Investigation extend onto WGE and beyond? PADEP Chapter 250 regulations require horizontal and vertical delineation of the groundwater contaminant plumes so a thorough site conceptual model can be developed along with groundwater fate and transport modeling to evaluate and identify current and potential future exposure pathways (particularly groundwater ingestion) and receptors?
6. Page 14, Paragraph 4c. The residents of Walnut Grove Estates (WGE) are going to want PADEP relief of liability for their properties. But the PADEP relief of liability only applies to areas where environmental investigations have occurred, and current and future exposure pathways evaluated. Per PA Code 25 Chapter 250.408(a)(b2) and (e)-Characterize the vertical and horizontal extent of contamination above the selected standard within each medium (soil and groundwater) of concern. Will the University include WGE properties in the environmental investigation for the Remedial Investigation Report and other associated reports so relief of liability can be provided to WGE property owners?

7. Page 14; Paragraphs 4a-d – Mountain Research recommends adding EDB to the constituent list for future groundwater sampling of any monitoring wells installed at the Airport Property since EDB has routinely been detected in one of the residential supply wells in WGE and an EDB detection has occurred at a time in the past at an on-lot supply well located on Airport Property and at the fish hatchery. The Airport Property is the likely source for the EDB. Underground storage tanks (USTs) from the 1970s were removed in 1995, but EDB wasn't analyzed. In addition, PADEP requested a site characterization and Site Characterization Report to be completed as a result of UST closure activities. Based on PADEP file review records, site characterization wasn't performed.
8. Page 15; Paragraph 4f – The affected properties of WGE should be included in the "Site" / Airport Site, and as a result be included in the overall PADEP relief of liability once the Final Report has been reviewed and approved by PADEP.
9. Page 17-18; Clarification on *"The University's agreement pursuant to subparagraphs 4.h., l., and j. shall not be construed as an admission that any PFAS impacts at the residential properties within the Department Investigation Area or otherwise identified on Exhibits B or C are or were caused by the release of PFOS, PFOA, PFBS, PFNA, or PFHxS at or from the Airport Property or that such residences are within the boundaries of the Airport Site."* Then who are we saying is the responsible party then?

Based on a forensic PFAS total oxidizable precursor (TOP) assay laboratory analysis completed on a groundwater sample from a residential supply well in WGE, the results were compared to the PFAS constituents identified in soil samples collected by PADEP at the Airport Property and also compared to the PFAS constituents found in AFFF. The TOP assay analytical results closely matched PFAS constituents found at the soils at the Airport Property and close patched PFAS constituents originating from AFFF discharges.

10. Page 22-23; Paragraph 16; *"The University shall not, by act or omission, cause any further contamination and/or otherwise exacerbate any PFAS contamination of the Airport Site or the release of PFAS at the Airport Site. Migration or runoff of PFAS discharged at or from the Airport Site prior to the Effective Date of this Consent Order and Agreement shall not be considered a breach of this Paragraph 16."*

10. *(Continued)*

Mountain Research's interpretation of this paragraph is upon signature of the COA on November 13th, 2024, any stormwater containing concentrations of PFAS above the drinking water MCL that is being discharged from the Airport Property is a direct violation of the PA Clean Stream Laws and as result the University will be in breach of the COA. How is the University going to immediately address the discharge of stormwater containing PFAS above the PADEP drinking water MCL to avoid being in breach of the COA and in violation of PA Clean Stream Laws?

It would be in the University's best interest to ensure Spring Benner Walker Joint Authority (SBWJA) adheres to PADEP's Clean Fill / Management of Fill Policy during construction of the proposed sanitary sewer extension line at the Airport Property and Airport Site. Considering the fact that SBWJA's PADEP Permit Application for Discharges of Stormwater Associated With Construction Activities omitted details that a portion of the construction activities would intersect areas of PFAS contamination. Excavation, drilling, and disturbance of PFAS impacted soils during construction activities could cause further contamination and/or otherwise exacerbate existing PFAS contamination at the Airport Property and Site both in the soil and groundwater media.

11. Page 15-16; Paragraph 4h: *"POET System. Within 30 days after the Effective Date or after receipt of a signed access agreement from the property owner of the residences identified on Exhibit B, whichever comes last, the University shall begin the semi-annual sampling and maintenance of the POET systems at the residential properties identified on Exhibit B and continue until one of the following first occurs:*

- i. Such properties are provided with public water;*
- ii. POET systems are approved by the Department as the final remedy to provide safe drinking water to such properties in accordance with HSCA or the Land Recycling Act;*
- iii. The Department approves another party becoming legally obligated to perform such sampling and maintenance;*
- iv. The private drinking water well is determined to be outside the boundaries of the Airport Site, as defined pursuant to Paragraph 3(f); or*
- v. Eight consecutive quarterly samples of raw water, or a lesser number of events approved by the Department, confirm that the concentrations of PFOS, PFOA, PFBS, PFNA, and PFHxS are below the applicable MCLs."*

Ms. Cheryl Sinclair, PG

Draft Consent Order and Agreement Questions and Comments

February 5, 2025

Page Five

11. (Continued)

Mountain Research requests "item ii" to be omitted as an option or revise the language in item ii to indicate POET system maintenance, performance sampling, and disposal of spent POET system treatment media be the responsibility of the University or other responsible parties, unless long term monetary compensation is provided to the affected property owners to maintain the POET system. The property owner did not cause or create the PFAS impacts to the groundwater, so the property owner should not be responsible and / or monetarily responsible for POET system maintenance.

In addition, language should be included in the COA to require qualified representative(s) of the University to attend and participate in meetings with the State College Borough Water Authority and Benner Township Water Authority to discuss options for providing PFAS affected properties with public water, including monetary compensation by the University, and any other identified responsible parties, to assist with the design and construction of a public water supply system if that option is selected for restoration of water supply.

If "item v" is selected as an option, then Mountain Research requests piezometers / stilling tubes be installed in the affected WGE water supply wells. When groundwater samples are collected from the supply wells, the University's consultant should gauge the groundwater level of the supply well via the piezometer / stilling tube with the purpose of determining if any decrease in PFAS concentrations is related to the PFAS plume shrinking and not related to any changes in groundwater levels due to drought or recharge from significant precipitation events. During sampling of the supply wells, the University's consultant should analyze groundwater samples for field parameters including pH, temperature, conductivity, oxygen / reduction potential (ORP), and dissolved oxygen to determine any relation (if present) between PFAS concentrations and field parameters.

If you have any questions or comments, please contact the undersigned at (814) 949-2034, Extension 206 or via e-mail at jfloyd@mountainresearch.com.

Sincerely,
MOUNTAIN RESEARCH, LLC



Jason D. Floyd, P.G.
President and CEO / Chief Hydrogeologist

JDF:ll