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June 5, 2026

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RE: Notice to Cure – Stipulated Settlement Agreement
Plumstead Township v. Kingdom Provisions, et al., No. 2024-04356

To Whom it May Concern,

Plumstead Township issues this Notice to Cure pursuant to Section E.2 of the Stipulated Settlement Agreement entered as a Court Order in the above-captioned matter, enclosed. Based on the Pennsylvania Department of Environmental Protection's General Inspection Report dated June 2, 2026, the Township has determined that Kingdom Provisions is in violation of multiple obligations under the Agreement with respect to operations at the Durham Road property.

The DEP inspection documented significant noncompliance with state regulations governing the handling, storage, and management of food processing residuals and slaughter by-products. The inspector observed a 26-foot top-load trailer used to store butchering waste that was uncovered, leaking, and attracting swarms of flies, contrary to 25 Pa. Code §§ 299.121(b)(3), 299.121(c)(1)-(2), and 299.115(a)(1)-(3). As the report states, "the backside of the top load trailer was visually leaking and contained swarms of flies," and the material was not stored in a sealed or leak-proof container. Plastic containers holding FPR material were also found cracked and leaking, in violation of 25 Pa. Code §§ 299.121(b)(3) and 299.111(4), which prohibit allowing waste or its constituents to be deposited outside the storage area.

DEP further documented improper storage of heads, hooves, horns, and other slaughter by-products, noting "strong odors" and municipal waste stored outside containers. These

conditions violate 25 Pa. Code §§ 299.121(a), 299.121(c)(1), and 299.115(b), all of which require adequate containment, odor control, and prevention of public nuisances. The inspection report also noted that the facility lacked a sufficient number of containers to contain waste between scheduled collections.


These findings constitute violations of Sections B.4, B.5, and B.6 of the Agreement, which require Kingdom Provisions to maintain all disposal systems in good working order, comply with all applicable DEP regulations, and properly store, inspect, and manage all FPR and FPW. The conditions observed also violate Section C.8, which requires that all slaughterhouse operations at the Durham Road property comply with applicable state regulations. In addition, the observed handling and storage practices raise concerns regarding compliance with Section B.3, which requires accurate recordkeeping and proper management of all FPR and FPW destined for off-site disposal.

Pursuant to Section E.2(b) of the Agreement, Kingdom Provisions has fourteen (14) calendar days from receipt of this Notice to cure the violations described above and to provide a written response detailing the corrective actions taken, the dates on which each violation was corrected, and the measures implemented to prevent recurrence. All corrective actions must comply with the Agreement and all applicable DEP regulations.

If Kingdom Provisions fails to cure the violations within the fourteen day period, or fails to provide an adequate written response, the Township may pursue all legal and equitable remedies available under the Agreement, including immediate enforcement action, without further notice.

Very truly yours,

GRIM, BIEHN & THATCHER

By: 
William D. Oetinger

- cc: Diane M. Ellis-Marseglia, Bucks County Board of Commissioners, Chair (*Via Email Only*)
Dan Greiser, Esq., Bucks County Solicitor (*Via Email Only*)
Gina Thomas, Esq., Department of Environment Protection (*Via Email Only*)
Stacey Mulholland, Plumstead Township Manager (*Via Email Only*)
Steve Hicks, Plumstead Township Assistant Manager (*Via Email Only*)